PROFFERS

250 Exchange Place
ZMA #24-01

June 15, 2026

Pursuant to Section 15.2-2303 of the Code of Virginia (1950, as amended) and Section 78-50.8 of the Town of Herndon Zoning Ordinance, as amended (the "Zoning Ordinance"), the undersigned, for themselves and their successors and/or assigns (referred to hereafter, both collectively and, where appropriate, individually, as the "Applicant"), hereby proffers that the development (the "Development") of the parcel that is the subject of this application, which is shown on the Fairfax County 2025 Tax Map as parcel 016-4 ((10)) 0001B (the "Property") shall be in substantial conformance with the conditions set forth below (the "Proffers") if and only if Zoning Map Amendment # 24-01 is approved.

1. DEVELOPMENT PLAN.

    a. The Applicant is permitted to maintain the existing office use on the property until such time as demolition permits are issued for the redevelopment of the property. The Applicant shall maintain the office buildings, parking infrastructure and landscaping in their current condition until the permits are issued for the redevelopment.

    b. The Property shall be developed in substantial conformance with the development plan entitled Exchange Place prepared by IMEG Corp. dated June 15, 2026 (the "Development Plan," "General Development Plan," and/or "GDP") and these Proffers. It is understood by the Applicant that all other applicable regulations and policies governing land development within the Town of Herndon (the "Town") shall apply to the Property and its development unless specifically modified by the language of this approval.

    c. Minor modifications of the Development Plan may be permitted without the need for an amendment to this approval when necessitated by final engineering or site design provided that the development is in substantial conformance with the Development Plan, these Proffers, and as approved by the Architectural Review Board ("ARB"), if applicable. Substantial conformity shall be determined as provided in the Zoning Ordinance.

    d. A preliminary subdivision plan is not required with the approval of the GDP. While not required with the approval of the Development Plan, the Applicant may proceed with the approval of a preliminary subdivision plan without the need to amend these Proffers, provided that the proposed preliminary subdivision does not adversely impact the ability of the site to develop in accordance with the Development Plan and these proffers.

2. ARCHITECTURE AND URBAN DESIGN

    a. The final architectural treatment and exterior design of all buildings within the Development Plan and in accordance with the Architectural Review Board approval(s)

shall create a sense of identity and place through the use of unifying elements such as materials, architectural details, textures, color, lighting, and landscaping as generally reflected in the materials and exhibits contained in the Development Plan, the Herndon Streetscape Manual, and the stacked townhouse design standards described below.

b. Architectural plans may be revised subsequent to the final approval of the Development Plan and pursuant to approval by the ARB. Revisions must be determined to be in substantial conformance with the Development Plan as provided in the Zoning Ordinance.

c. Stacked Townhouse Architecture. The architecture of these units must comply with the stacked townhouse design standards document prepared by MV+A Architects entitled "Exchange Place Redevelopment 24-01 Stacked Townhouse Design Standards" and dated December 2025.

d. Development Phasing. The Applicant shall construct the streets and provide pedestrian improvements, and private amenities on the Property in conjunction with the development of each development phase in a manner that reflects the intent of that shown on the Phasing Plan Sheets 06.3 - 06.5 and Utility Plan Sheets 07 and 07.1 of the Development Plan. Development may proceed with:

    i. **Site Work Phase:** Consisting of the construction of Parallel Road and Fairbrook Drive, as well as the relocation of major on-site utilities (existing sanitary sewer and existing stormwater pipe) and installation of underground utilities that coincide with the construction of the proposed public roads on-site (including storm sewer, water main, and sanitary sewer). The stormwater detention vault will also be constructed in this phase.
        1. This phase also includes interim stormwater facilities as depicted and noted in the Phasing Plans within the Development Plan.
        2. This phase also includes grading and seeding the remainder of the site as depicted and noted in the Phasing Plans within the Development Plan.
            a. Park Area #2 will be made available for public use once this phase is completed and prior to commencement of the other Phases as noted on Development Plan Sheet 06.3.
            b. The remaining graded and seeded areas, as depicted on Development Plan Sheet 06.3 will be fenced off from public use. Chain link fencing will not be used unless the parcel is an active construction site. Fencing installed on nonactive parcels will not use chain link.
                i. If, 3 years after completion of the Site Work Phase, the Multifamily Phase or the Stacked Townhouse Phases have not yet started, the Applicant must remove the fencing surrounding this area and make it available to the public.
        3. This phase also includes streetscape improvements along Herndon Parkway as depicted and noted in the Phasing Plans within the Development Plan.
        4. This phase also includes an interim sidewalk extension along a segment of Exchange Place north of Parallel Road, and interim curb ramps as

depicted and noted in the Phasing Plans within the Development Plan.

5. A privacy fence along the abutting single family zoned land will be installed as depicted and noted in the Phasing Plans within the Development Plan.
6. Both Parallel Road and Fairbrook Drive will be closed and gated at their connections with Exchange Place and Herndon Parkway as depicted and noted in the Phasing Plans within the Development Plan.
7. This phase may be constructed concurrent with either the Multifamily Phase, or Stacked Townhouse Phase.
8. This phase also includes demolition of the existing office buildings, structures, and impervious surfaces.
9. All pedestrian facilities shown on this phase of development, whether interim or otherwise, will be ADA compliant.
10. If, 3 years after completion of the Site Work Phase, the Multifamily or Stacked Townhouse Phases have not yet started construction, the Applicant must install the full, final streetscapes along both Herndon Parkway and Exchange Place.
11. This site work phase must obtain site plan approval prior to site plan approval of the other phases.
12. With the exception of roadway topcoat, the site work phase shall be completed prior to the initial occupancy of either the Townhouse Phase or Multifamily Phase.
13. Within 8 months of the completion of this Site Work Phase, the Applicant must have completed construction of the interim park facilities within either Park #1 or Park #2. Interim park facilities shall include a children's play structure, adjacent hardscaping to provide access to the play area and an adjacent seating area, a shade structure, and accompanying seating.

ii. **Multifamily Phase:** Construction of the multifamily building, along with construction of the publicly accessible open space fronting on Herndon Parkway at Exchange Place.

1. The Site Work Phase may be constructed concurrent with the Multifamily Phase.
2. The Multifamily Phase may be constructed prior to, subsequent to, or concurrently with the Stacked Townhouse Phase.
3. Park #1 and #2 will be fully constructed in this phase.
4. The streetscapes within the extents depicted on the Multifamily Phasing Plan Sheet 06.4 of the Development Plan must be constructed in their full, final form along Herndon Parkway, Exchange Place, Parallel Road, and Fairbrook Drive, except as noted immediately below.
5. If the Stacked Townhouse Phase has not been constructed, and is not being constructed concurrent with the Multifamily Phase, then the Applicant will construct interim streetscape along the north side of Parallel Road as depicted and noted on the Multifamily Phasing Plan Sheet 06.4 of the Development Plan.
6. All pedestrian facilities shown on this phase of development, whether interim or otherwise, will be ADA compliant.

iii. Stacked Townhouse Phase:

1. The Site Work Phase may be constructed concurrent with the Stacked Townhouse Phase.
2. The Stacked Townhouse Phase may be constructed prior to, subsequent to, or concurrently with the Multifamily Phase.
3. The streetscapes within the extents depicted on the Stacked Townhouse Phasing Plan Sheet 06.5 of the Development Plan must be constructed in their full, final form along the east side of Exchange Place, and the north side of Parallel Road.
4. If the Multifamily Phase has not been constructed, and is not being constructed concurrent with the Stacked Townhouse Phase, then the Applicant will construct interim streetscape along the south side of Parallel Road and along both sides of Fairbrook Drive as depicted and noted on the Stacked Townhouse Phasing Plan Sheet 06.5 of the Development Plan.
5. All pedestrian facilities shown on this phase of development, whether interim or otherwise, will be ADA compliant.

iv. Each phase of the project shall comply with the minimum parking requirements, for that given phase. Unless otherwise expressed in these proffers and shown on the GDP, each phase shall, independent of each other, meet applicable development standards and regulations.

v. Following completion of any Development Phase area identified and described above, construction equipment, supplies, construction fencing, and staging areas will be removed from the site.

vi. Adjustments to the phasing boundaries may be approved with the site plan approvals provided that the adjustments are determined to be in substantial conformance with the Development Plan as provided in the Zoning Ordinance.

vii. Individual site plans may be filed, provided that they are in compliance with the Phasing Plans shown in the GDP.

e. <u>Conceptual Open Space Plan</u>.

i. The Development Plan includes a conceptual open space plan for the Property as shown on Sheet 06 consisting of approximately 3.37 acres. The Applicant shall provide open space improvements in substantial conformity with the Development Plan concepts for landscaping (Sheet 13 and 13.1), park areas (Sheet 13.2 and 13.3), courtyards and private amenity areas.

1. Parallel Road Street Section on Sheet 04.1
2. Fairbrook Drive Street Section on Sheet 04.2
3. Herndon Parkway Street Section on Sheet 04.3
4. Exchange Place Street Section on Sheet 04.4
5. Streetscape Detail on Sheet 05.1

6. Landscape Overview on Sheet 13
7. Landscape Buffer Area on Sheet 13.1
8. Park Area Detail (Exchange Place) on Sheet 13.2
    a. This includes landscape-integrated seating areas, gathering spaces, focal feature, play lawn, meadow plantings, play lawn, micromobility station, bus shelter, and plantings.
9. Park Area Detail (Fairbrook Drive) on Sheet 13.3
    a. This includes landscape-integrated seating areas, gathering spaces, shade structures, a sports court, playground, play lawns, and plantings.

ii. Phasing of the conceptual open spaces and their amenities are discussed in proffer 2d above, and are depicted in the Development Plan.

iii. As part of each plan approval, more detailed landscape plans for each building phase shall be provided and subject to the review and approval of the ARB, provided that the detailed landscaping and hardscape plans are found to be in substantial conformance with the concepts included in the Development Plan.

iv. Dominion Energy Transmission Line Easement. All proposed conceptual amenities/features within the Dominion Energy Transmission Line Easement on the Park Area Detail on Sheet 13.2 of the Development Plan are subject to Dominion Energy approval. The Applicant commits to make good faith effort to coordinate with both Dominion Energy and the Town to finalize this park area design. In the event that Dominion Energy does not permit the proposed conceptual amenities/features as depicted on Sheet 13.2 of the Development Plan, and changes are required, in coordination with the Town, these changes must be in substantial conformance with the approved Development Plan.

v. The publicly accessible open spaces depicted on Sheet 06 of the Development Plan will be ADA compliant and comply with applicable state and federal regulations.

vi. The Applicant reserves the right to set reasonable rules, regulations, and hours of operation for the publicly accessible open spaces. Park #1 and #2 will be open for periods of time consistent with similar Town parks and subject to similar Town rules and regulations. Park #1 will include trail lighting, as shown on the Development Plan.

vii. The Applicant shall provide amenities in substantial conformance with the GDP and shall closely work with Town of Herndon Parks and Recreation staff on the design of Park #1 and Park #2 during site plan review to choose specific park amenities, provided that such amenities are of a similar scope, scale and quality as the precedent images in the GDP.

f. Open Space Town Use Agreement. The Owner and the Town of Herndon (the Town) shall negotiate in good faith to develop and execute a mutually acceptable written agreement (the Access Agreement) that permits the Town to conduct Town-sponsored community

programming within areas of either Park #1 or Park #2 without the direct payment of rent or license fees to the Owner, subject to reasonable operational parameters, including advance notice, avoidance of conflicts with previously scheduled Owner programming, compliance with applicable laws, and insurance and other risk-allocation provisions consistent with Virginia law. The Access Agreement shall establish a non-exclusive, revocable license only and shall not constitute or create an easement, dedication, or other property interest. The Owner and the Town shall use commercially reasonable efforts to finalize and execute the Access Agreement on or before the date of approval of the site plan for the Multifamily Phase(the Deadline), which Deadline may be extended by mutual written agreement of the Owner and the Town. No right of access in favor of the Town shall arise unless and until the Access Agreement has been executed by both parties. If the Access Agreement is not executed by the Deadline (as the same may be mutually extended in writing), this proffer shall automatically be null and void and of no further force or effect, without penalty to the Owner or the Town.

g. Streetscape Furnishings, Materials and Lighting.

   i. Streetscape furnishing, materials and lighting plans shall be provided as part of the site plan and shall meet the Herndon Streetscape Manual and subject to review and approval by the ARB. Unified and high-quality streetscape materials shall be provided and may include, but not be limited to, unit pavers, stamped concrete, or similar, along with seat walls, tree space edging, lighting, benches, trash receptacles and other hardscape elements. These plans submitted as part of the site plan shall include product information and locations of furnishings and materials to be located in the streetscape between the building face and the curb.

   ii. As shown on the Development Plan's Phasing Plans, the Applicant will construct the streetscape improvements along the Herndon Parkway, and Exchange Place frontages, as well as along the new Parallel Street, Fairbrook Drive extended, and the Private Roads prior to the issuance of the first certificate of occupancy for each phase.

h. Wayfinding Signage. The Applicant will coordinate the design and install wayfinding signage under the approval of Staff, prior to final certificate of occupancy for either the Stacked Townhouse or Multifamily Phase.

i. Design of Private Streets and Alleyways. The Private streets and alleyways shall be installed as depicted in the Development Plan.

j. Existing Utilities Relocation. The Applicant shall relocate, at its expense, any existing utilities (and associated easements) necessary to accommodate the proposed development as shown on the Development Plan, and in particular, the Phasing Plan sheets. The relocation shall be shown at the time of site plan approval for whichever phase shows the trees in conflict as required by the Town. Any necessary utility relocation for any phase of development shall occur prior to issuance of any certificate of occupancy for the applicable phase of development. Any existing utilities that are in conflict with, or impede the general placement, growth, or health of any street trees on-site, must be relocated at the time of final site plan and in coordination with Town Staff. Any existing utilities that are in conflict with or impede the general placement, growth, or health of

other trees, as generally depicted in the Development Plan, must be relocated elsewhere onsite at the time of final site plan and in coordination with Town Staff.

k. Permissions for Offsite Improvements. Prior to Town approval of any site plan, the Applicant will make good faith efforts to acquire any necessary offsite easements, permissions, or licenses from the abutting property owners for any offsite improvements shown on the Development Plan. Where such permissions necessary for these proffered improvements cannot be obtained, despite such good faith efforts, the Applicant shall obtain Town approval of alternative design solutions that meet all applicable Town standards. In such case, an alternative design will be permitted, if determined to be in substantial conformance with the Development Plan as provided in the Zoning Ordinance.

l. Easements for Onsite Improvements. Prior to first site plan approval, the Applicant must grant all necessary easements for onsite work as depicted on the Development Plans.

m. Stacked Townhouse Mechanical Screening. Any HVAC mechanical equipment located at ground level must be located to the rear of units, in alleyways. The units must be located between driveways. Either individual units, or abutting units must be screened with an opaque fencing.

n. Loading Dock Roll Up Door. Access to the loading dock be controlled by roll-up doors. These doors will match the architectural design of the building, as depicted in the Development Plan, and as approved by the ARB.

3. USES. Unless modified by an amendment to the approved Development Plan, any use or combination of uses permitted in the PD-TRG1 and PD-TRG2 Zoning Districts may be established on the Property so long as the Project is in substantial conformance with the plans and notes on Development Plan Sheet 02 and the following:

a. The total maximum project floor area is limited to 610,000 square feet of GFA as permitted in the PD-TRG1 Zoning District.

b. A maximum of 62 stacked townhouse units may be built as permitted in the PD-TRG2 Zoning District.

c. Subject to Zoning Ordinance Article IX, Temporary uses and Structures, the Applicant, or its designee, shall be permitted to operate or hold festivals, fairs farmers' markets, food trucks/carts or similar activities on the Property, within publicly-accessible privately-owned open spaces, pedestrian ways and private streets. Portions of the private street network may be closed for such activities, provided that alternate circulation, garage and parking access is maintained.

4. TRANSPORTATION.

a. Right of Way Dedication. The Applicant shall dedicate right-of-way for the extension of

Fairbrook Drive, for a new Parallel Street running generally parallel with Herndon Parkway, for improved sidewalks along Herndon Parkway and Exchange Place, and for a new signal pole foundation at the intersection of Fairbrook Drive and Herndon Parkway, as shown on the Development Plan sheet 06.2 of the Development Plan upon completion of all the improvements within the right of way and when the project bonds have been released or within 120 days of request by the Town for dedication. The right-of-way dedication will extend 1 foot beyond the sidewalk. The Applicant reserves future density credit from the Right-of-Way dedication in accordance with the terms and conditions of Zoning Ordinance Section 78-155.9 in effect as of the date of the approval of these Proffers. The Applicant will maintain such improvements until the Town accepts the dedication as shown on the Development Plan.

b. Interim Public Access and Utility Easement. The Applicant shall provide the Town with an interim public access and utility easement to provide the public and the Town with all access and utility installation rights until such time as the Town accepts dedication of right of way. The Applicant will maintain such improvements until the Town accepts that the right of way improvements have been replaced with the final improvements, as shown on the Development Plan. Upon acceptance of the dedication, all terms and rights provided by the interim easements will be vacated and superseded by the dedication.

c. Reservation for Future Right of Way Dedication. The Applicant shall reserve land for future extensions of Parallel Road at its eastern terminus, for Alley 2 at its northern terminus, for Alley 1 at its eastern terminus, and for open space abutting the western terminus of Private Road B with Exchange Place, as shown on Development Plan sheet 06.2, to be recorded prior to release of final site plan.

d. Public Easements.

   i. Private Roads and Alleyways. The Applicant will grant public access, including pedestrian access for the purpose of ingress and egress across the property, emergency vehicle access, and utility maintenance access easements over the project's private roads and alleyways as shown on Development Plan sheet 06.2.

   ii. Streetscape and Open Space. The Applicant will grant public access over the project's streetscape and open spaces as shown on Development Plan sheet 06.2.

   iii. These easements will enable the Applicant to close the private roads and alleyways for construction of future phases and street maintenance.

   iv. The emergency vehicle access bollards at the western terminus of Alley 1 are solely for allowing emergency vehicle access.

   v. Temporary Construction Easement for Crosswalks. The Applicant will grant temporary construction easements to the Town to permit the Town to construct/reconstruct the Exchange Place crosswalks at both Herndon Parkway and Parallel Road as shown on Development Plan sheet 05.3 Crosswalk Ultimate Condition.

e. Bus Stops. As part of the Site Work Phase as depicted on Sheet 06.3 of the Development Plan, the Applicant shall relocate and make improvements to the two existing bus stops on the Property's Herndon Parkway frontage. Improvements include a concrete pad and bus shelter, a trash and recycling receptacle, and a bicycle rack per the standards found in the Herndon Streetscape Manual.

f. Transportation Demand Management. This Proffer sets forth the programmatic elements of a transportation demand management program (the "TDM Program") that shall be implemented by the Applicant to encourage the use of transit (Metrorail, Fairfax Connector, Metrobus, or other public transit service), other high-occupant vehicle commuting modes, walking, biking and teleworking, all in order to reduce peak hour automobile trips generated by the multifamily dwellings, and stacked townhouse dwellings constructed on the Property. The proffered elements of the TDM Program will be implemented through a Transportation Demand Management Work Plan (the "TDM Work Plan") developed by the Applicant with input from and approval by the Town of Herndon Department of Community Development. This TDM Work Plan shall be submitted for approval prior to approval of the first site plan on the Property. It is the intent of this Proffer that the TDM Work Plan will be adapted over time to respond to the changing transportation related circumstances of the Property, the surrounding community and the region, as well as to technological and/or other improvements. The Applicant's TDM Work Plan has the objective of meeting the trip reduction goals for single occupancy vehicles measured at the peak AM/PM hours by 15%. The TDM Work Plan shall incorporate the elements listed or elements similar in purpose and form, as approved by the Town:

    a. Appointment of a TDM Program Manager.

    b. Contributions to resident Metro fare cards.

    c. Contributions to Fairfax Connector, WMATA, or other public transit service approved by the Town.

    d. Bicycle racks and bicycle share stations.

    e. Bicycle storage rooms.

    f. Tenant incentives to participate in yearly transportation management surveys.

    g. Program monitoring to include surveys and/or vehicular traffic counts.

    h. Reporting to Town staff on utilization of TDM Funds.

    i. Annual Reporting to Town staff as detailed in the TDM Work Plan

    Person surveys and vehicular traffic counts shall be conducted for the Property beginning one year following issuance of the final certificate of occupancy for either the multifamily phase or stacked townhouse phase. Person surveys shall be conducted every three (3) years and vehicular traffic counts shall be collected annually until the results of three

consecutive annual traffic counts conducted after issuance of the final certificate of occupancy for both the multifamily and stacked townhouse phase show that the applicable trip reduction goals for the Property have been met ("Stabilization"). Any time during which person survey response rates do not reach 20%, Town staff may request additional surveys be conducted the following year. After Stabilization, person surveys and vehicular traffic counts shall be provided every five (5) years. Notwithstanding the aforementioned, at any time prior to or after Stabilization, Town staff may suspend such vehicle traffic counts if conditions warrant such. If the Annual Report demonstrates that the trip reduction goals are not being met, then the Applicant shall meet with Town staff to review the TDM elements in place and to develop modifications to the TDM Work Plan to address the surplus of trips.

g. Parking. Parking shall be provided in phases concurrent with development of the Property and in substantial conformance with the Development Plan and these proffers. Notwithstanding the above, Applicant reserves the right to provide parking at revised ratios as may be permitted at time of site plan in accordance with the Town of Herndon Zoning Ordinance or may seek future parking reductions for the Property in accordance with the Town of Herndon Zoning Ordinance, either of which shall not require a Development Plan amendment.

h. Stacked Townhouse Garages. The use of the Stacked Townhouse garages will not interfere with the parking of vehicles. Refuse and recycling bins must be stored within garages as shown on Development Plan sheet 04. This restriction must be disclosed in the COA documents. Prospective purchasers will be advised of this use restriction, in writing, prior to entering into a contract of sale. Additionally, information regarding the exact dimensions of the garages with a graphic depicting the area available for the parking will also be disclosed per the parameters in this proffer. The initial deeds of conveyance and COA governing documents will expressly contain these disclosures. A covenant setting forth these restrictions will be recorded among the land records of Fairfax County in a form approved by the Town Attorney prior to the sale of any lots and will run to the benefit of the COA and the Town Council. Notwithstanding the above, within the model unit for a particular phase, the Applicant will be entitled to use such garage space for a temporary sales office until such unit is sold. Prior to occupancy of such unit, the garage space must be converted to garage space and will be subject to this proffer.

5. GREEN BUILDING.

a. Residential Building Certifications. For the multifamily residential building and the stacked townhouses, the Applicant shall achieve either LEED v4 certification from U.S. Green Building Council, Multifamily Building certification from National Green Building Standard (NGBS), EarthCraft Multifamily certification, or an equivalent green building program as determined by the Town. The Final bond, for each respective phase, may not be released until certification has been received, for that phase.

b. The Applicant shall include, at the time of application for a building permit for each building, a list of specific credits or design elements incorporated into the building using the then current documentation of the selected green building program for the multifamily building and each stacked townhouse building.

c. The Applicant shall meet with the Town following application for each site plan to coordinate green building strategies and priority credits, such priorities shall include evaluating green infrastructure for stormwater management and potential bird-friendly design features, and the installation of electric vehicle charging stations for at least 5% of the total parking spaces within the multifamily garage, with EV charging infrastructure for up to 10% of the total parking spaces within the multifamily garage.

6. ENVIRONMENTAL.

a. Planting Species Diversity. In order to promote biodiversity, there shall be a maximum of 25% of any one species in each plant type proposed on the property, including: Canopy Trees, Ornamental/flowering trees, Evergreen Trees, Deciduous Shrubs, and Evergreen Shrubs. Additionally, 75% of the species proposed on each plan shall be Native.

b. Refuse and Recycling Service. The Development shall be served by a private refuse and recycling service. For the multifamily building, refuse and recycling servicing will take place within the loading dock. No refuse or recycling containers will be placed in the public right of way.

c. Stormwater Management. A manufactured stormwater treatment device will be provided to meet BMP requirements, as well as two additional LID BMP devices as shown on Development Plan sheet 10.

d. Tree Replacement. If, during any Development Phase identified on the Development Plan, offsite trees are damaged, the Applicant will replace these trees, or pay a fee in lieu to the property owner.

7. UNIVERSAL DESIGN. The Applicant will offer the following Universal Design options in all stacked townhouse units on the Property:

a. At the time of initial purchase, for units that have not yet been constructed or permitted for construction, each purchaser will be offered the following Universal Design options at no additional cost to the purchaser:

i. Blocking for reinforcement of bathroom fall grab bars;

ii. Front entrance doors that are a minimum of 36 inches wide;

iii. Electrical outlets that are at least 18 inches high off the floor;

iv. Light switches and thermostats that are a maximum of 48 inches off the floor;

v. Clear knee space under the kitchen sink; and

vi. Lever door handles instead of doorknobs.

b. In addition to the Universal Design options offered pursuant to Proffer 7.a above, at the time of initial purchase, for units that have not yet been constructed or permitted for construction, each purchaser will be offered the following additional Universal Design options at the purchaser's sole cost, which will include, but not necessarily be limited to:

i. A curb-less shower, or a shower with a maximum 2-inch high curb;

ii. Step-less entry for ground floor residential units from the garage to the house, to the extent permitted by the then current edition of the Virginia Statewide Building Code;

iii. A turning radius of 5 feet near the first-floor bathroom commode;

iv. ADA compliant grab bars in the bathroom; and

v. A first-floor bathroom console-style sink instead of a cabinet-style vanity.

8. CONTRIBUTIONS.

a. Recreation/Community Amenities/Civic Facilities. Prior to the issuance of the last certificate of occupancy for the project, the Applicant shall demonstrate that the value of any proposed recreational on-site amenities/community amenities/civic facilities for the entirety of the project are equivalent to a minimum of $2,100.00 per residential unit. The value calculation shall include the cost of amenities such as, but not limited to, benches and seating, outdoor seating and gathering areas, fitness centers, community rooms, swimming pools, decks, artwork, fire pits, trellises, cycle track, etc. Project building materials are not included in the calculation. The Applicant shall submit the verification of the cost of these improvements to the Town as provided by its general contractor. In the event it is demonstrated that the proposed facilities do not have sufficient value, the Applicant shall provide the remainder in a cash contribution to the Town of Herndon for use on recreational facilities in the Town of Herndon.

b. Offsite Recreation Contribution. The Applicant shall make a per GFA square foot contribution payment of $0.35 to the Town for offsite recreation improvements for multifamily residential GFA prior to the issuance of the first certificate of occupancy based on the actual GFA of the building for that phase. In addition, the Applicant shall make a per residential unit contribution payment of $2,100.00 to the Town for offsite recreation improvements for the stacked townhouse units prior to the first certificate of occupancy per building. Such funds shall be used for the improvements of Town recreational facilities in locations that logically serve the approved development.

c. School Contribution.

i. Per the Residential Development Criteria Implementation Motion adopted by the Fairfax County Board of Supervisors on January 7, 2003, as amended, the Applicant will use the Fairfax County Public Schools' School Impact Proffer Formula and Student Yield Ratio Update dated May 23, 2022, to determine the school contribution amount. Prior to the issuance of the first certificate of

occupancy for that phase, the Applicant will contribute funds at the assumed rates below, multiplied by $14,956.00 per student generated to the Board of Supervisors for transfer to the Fairfax County School Board to be used for capital improvements and capacity enhancements to schools that serve the Town of Herndon:

1. Multifamily units:
    a. 0.061 elementary school
    b. 0.019 middle school
    c. 0.028 high school

2. Stacked townhouse units:
    a. 0.202 elementary school
    b. 0.057 middle school
    c. 0.098 high school

ii. The contributions will be based on the actual number of residential units constructed, as the total amount may vary. Following approval of this Development Plan and prior to the Applicant's payment of the amount(s) set forth in this Proffer, if Fairfax County should modify the ratio of students per units of the amount of the contribution per student, the Applicant will pay the modified contribution amount for that phase of development to reflect the then current ratio and/or contribution prior to issuance of certificate of occupancy for each respective unit.

iii. Prior to beginning construction, the Applicant will notify the Fairfax County Public Schools of the intended construction and anticipated completion date.

d. Public Safety Contribution. The Applicant shall contribute a total of $10,000.00 to the Town of Herndon Police Department. The contribution shall be paid upon site plan approval.

9. SHARED MAINTENANCE AGREEMENTS

a. Stacked Townhouse Declaration or Owners' Association. Prior to the issuance of the first certificate of occupancy for the stacked townhouse phase of the project, the Applicant shall cause the recordation of one or more declarations creating an owners' association ("OA") and as necessary, condominium owners' associations ("COA") or declarations of covenants and agreements dealing with the governance of maintenance and operation of the stacked townhouse phase of the Property or other governance documents which will legally bind the townhouse phase of the Property (collectively referred to as the "Governance Documents"). Such Governance Documents shall be prepared, be legally effective and recorded prior to the issuance of the first certificate of occupancy for the townhouse phase of the Property. The respective Governance Documents (including budgets provided in any offering or sale materials) shall specify the various proffer and maintenance obligations set forth in the Development plan and these Proffers, including the maintenance of certain streets, bicycle facilities, associated sidewalks and streetscapes, and site amenities such as, but not limited to, landscaping, all as related to

the stacked townhouse phase of the Property. Purchasers shall be advised in writing of these obligations, and other restrictions, prior to entering into a contract of sale, The Governance Documents shall be included in any offering, sale materials or contracts for any stacked townhomes. Purchasers of land of buildings shall be advised of these obligations in the contract of sale.

b. Multifamily Property Owner Maintenance. Prior to the issuance of the first certificate of occupancy for the Multifamily portion of the project, the Applicant shall cause the recordation of a property maintenance agreement wherein the owner of the multifamily project will maintain storm water management detention facilities south of Parallel Road, and the Park #1 and Park #2. The stacked townhouse phase may share the prorata cost of the stormwater facilities but shall not share in the cost, maintenance, or governance of the park areas. This agreement does not alter or change the Town's requirement for the recording of a stormwater Maintenance Agreement prior to site plan approval. This Agreement allocates the cost responsibilities between the two phases of the project.

10. MAINTENANCE. The Applicant shall maintain and replace in-kind all common area elements within the Development Plan during any development phase, prior to completion of all phases. Maintenance commitments include, but are not limited to:

    a. All plantings including trees, shrubs, perennials, and annuals;

    b. All associated irrigation elements;

    c. All hard surfaces;

    d. All streetscape furnishings including benches, bike racks, trash and recycling receptacles and non-standard structures;

    e. All lighting fixtures, poles and brackets;

    f. Snow removal;

    g. Leaf removal;

    h. Trash, recycling and litter removal;

    i. Decorative and structural retaining walls;

    j. Special drainage features, such a Low Impact Design facilities; and

    k. All open space amenities including horticultural care, maintenance of all water features, irrigation, lighting, furnishings, paving, and art.

11. METRORAIL TAX DISTRICT BUYOUT FOR FOR-SALE RESIDENTIAL USES. At least sixty days prior to registration with the Common Interest Community Board of any residential condominium documents that would change the use of all or any portion of the Property to a use that is not subject to the Phase II Dulles Rail Transportation Improvement District (the "Phase II District") tax,

the Applicant shall provide a written notice to the Director of the Real Estate Division of the Fairfax County Department of Tax Administration advising that the Applicant intends to register such condominium documents for that portion of the Property. Prior to registering the condominium documents, the Applicant shall pay to Fairfax County a sum equal to the then-present value of Phase II District taxes estimated by the County to be lost as a result of that change in use.

12. ESCALATION. All monetary contributions required by these proffers, with the exception of the proffer relating to the public school contribution, shall escalate on a yearly basis from the base year of 2026 and change effective each January 1 thereafter, based on the Consumer Price Index as published by the Bureau of Labor Statistics, the U.S. Department of Labor for the Washington-Baltimore, MD-VA-DC-WV Consolidated Metropolitan Statistical Area (the "CPI"), as permitted by Virginia State Code Section 15.2-2303.3.3.

13. SUCCESSORS AND ASSIGNS. These proffers shall bind and inure to the benefit of the Applicant and his/her successors and assigns.

14. COUNTERPARTS. These proffers may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original document and all of which taken together shall constitute but one and the same instrument.

TITLE OWNER/APPLICANT SIGNATURE TO FOLLOW ON THE NEXT PAGE:

HERNDON VAN BUREN LLC

Title Owner of 016-4 ((10)) 0001B

By: _____
Name: Jacob M. Ballard
Title: Authorized Representative

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF FAIRFAX, to wit:

The foregoing instrument was acknowledged before me this 15th day of June, 2026, by Jacob M. Ballard, as Authorized Representative of Herndon Van Buren LLC.

_____
Notary Public

Notary Registration No: 296006

My Commission Expires: Oct 31, 2028

VERONICA JOAN O'BRIEN
NOTARY PUBLIC
REG. #296006
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCTOBER 31, 2028