Subject: Authorization to Execute Contract to Purchase 172.91 acres of land, PIN #s 242-18-1260 (171 acres) and 242-28-8988 (1.91 acres) for Dulles North Middle School (MS-14) and other public uses

Election District: Blue Ridge

Critical Action Date: At the pleasure of the Board

Staff Contacts: Leo Rogers, County Attorney
               Erin McLellan, Finance and Budget

Purpose: To authorize the County Administrator or his designee to execute a contract to purchase 172.91 acres of land located on the west side of Evergreen Mills Road approximately 0.5 miles north of Creighton Road.

Recommendations: Staff recommends that the Board of Supervisors (Board) authorize the County Administrator or his designee to execute the contract to purchase 172.91 acres of land located on the west side of Evergreen Mills Road approximately 0.5 miles north of Creighton Road when approved as to legal form by the County Attorney.

Background: Since 2016, the recommended and adopted Capital Improvement Program (CIP) budgets have identified the need for an additional middle school (MS-14) in the Dulles North planning district. The December 11, 2018, Loudoun County School Board (LCSB) adopted Fiscal Year 2020 – Fiscal Year 2025 CIP identifies MS-14 opening in fall 2024 (2024-2025 school year). Pursuant to LCSB and Board direction, staff has identified a site for MS-14. The contract was executed by LCSB on December 9, 2019.

Issues: The subject property consists of two parcels: MCPI 242-18-1260 (171 acres) and MCPI 242-28-8988 (1.91 acres), zoned A-3, Agricultural Residential, located in the Rural Policy Area. The A-3 zoning district regulations and the policies of the Rural Area restrict the use of public sewer and water. Previously, Loudoun County amended plan policy to permit the use of public utilities specifically for public uses (CPAM 2000-0002, Harmony Middle School site, located between Purcellville and Hamilton). The actions taken for the Harmony Middle School site were to remove the property from the Town’s Urban Growth Area (UGA), which placed the site under
the Rural policies, and amend the Rural utility policies to allow extension of public utilities to serve public facilities located immediately adjacent to the UGA.

The subject property is at the eastern edge of the Rural Policy area, adjacent to the Transition Policy Area which permits the extension of public utilities. Water and sewer lines are physically located to the north and south of the property affording readily available service. While the site could be served by private utility systems, Loudoun Water has historically preferred and Loudoun County Public Schools prefers connection to public utilities whenever feasible. The use of public utilities is more efficient in terms of cost and long-term maintenance. The Loudoun County 2019 General Plan also recognizes the inefficiencies of these standalone systems. The A-3 Zoning district also restricts the use of public utilities. To access public utilities and efficiently utilize the site for public uses, staff will be bringing a request in the future recommending that the Board initiate a CPAM and ZMAP to allow extension of public utilities into the Rural Policy area to serve public facilities.

FISCAL IMPACT: The purchase price for the 172.91 acres is $9,750,000. The Board adopted FY 2020 budget and School Board adopted FY 2020 CIP include sufficient funding for the recommended acquisition.

ALTERNATIVES:

1. The Board could proceed with the purchase and request that the School Board bring a request to initiate a CPAM and ZMAP to the Board in the future.
2. The Board could proceed with the purchase and give no direction regarding a CPAM and ZMAP and defer any discussion on this topic to a future date.

DRAFT MOTIONS:

1. I move that the Board of Supervisors authorize the County Administrator or his designee to execute the contract to acquire 172.91 acres of land for the purchase price of $9,750,000 as outlined in the December 17, 2019, Board of Supervisors Business Meeting Action Item when approved as to legal form by the County Attorney.

I further move that the Board of Supervisors direct staff to return to the Board at a future date with a request to initiate the required CPAM and ZMAP in order to deliver central water and sewer services to the public use sites being acquired through this action.

OR

2. I move an alternate motion.

ATTACHMENTS:

1. Map of 172.91-acre property for Dulles North MS-14 and other public uses
2. A-3 Zoning District Regulations
3. Excerpt from Loudoun County 2019 General Plan regarding Utilities and Infrastructure (Chapter 6, pages 9-10, 20-23, and 32)

4. Signed Contract of Sale
HARTLAND PROPERTY
(FORMER ROUSE PROPERTY)

- 2 Acres
  - MCPI 242-28-8988
- 171 Acres
  - MCPI 242-18-1260

Legend:
- HARTLAND PROPERTY
- PARCELS
- STREETS

0 600 1,200 Feet
Section 2-400

A-3 Agricultural Residential.

2-401 Purpose. This district is established to provide for the continued practice of agriculture, farm operations, agriculturally related and home based businesses, low density residential developments, preferably in a hamlet subdivision pattern, and other uses in a predominantly rural environment. The district also permits direct marketing of farm products and services.

2-402 Permitted Uses. The following uses are permitted in this district:

(A) Agriculture, horticulture, forestry, and fishery, pursuant to Section 5-626.

(B) Accessory apartment or dwelling unit, pursuant to Section 5-613.

(C) Bed and Breakfast Homestay, pursuant to Section 5-601(A).

(D) Child care home, pursuant to Section 5-609(A).

(E) Equestrian Event Facility, with frontage on a state maintained road, pursuant to Section 5-630.

(F) Guest farm or ranch, leasing no more than three (3) guest rooms.

(G) Guest house, pursuant to Section 5-612.

(H) Rural hamlet, pursuant to Section 5-702.

(I) Nature preserve, such as but not limited to, wildlife sanctuary, conservation areas, and game preserve.

(J) Nursery, production, with frontage on a state maintained road, pursuant to Section 5-605.

(K) Public or private playground, or neighborhood park.

(L) Recycling drop-off collection center, small, pursuant to Section 5-607.

(M) Private School (Elementary, Middle, or High) for fifteen (15) or fewer pupils, pursuant to Section 5-655.

(N) Dwelling, single-family, detached, including manufactured housing.

(O) Small business, pursuant to the provisions of Section 5-614.

(P) Stable, Livery, with frontage on a state maintained road, pursuant to Section 5-630.
(Q) Stable, Private.

(R) Tenant dwelling, pursuant to Section 5-602(A)(1) and (C).

(S) Wayside stand, pursuant to Section 5-604.

(T) Utility substation, dedicated.

(U) Bus shelter.

(V) Commuter parking lot, with 50 spaces or less.

(W) Farm machinery sales and service, pursuant to Section 5-615.

(X) Sewer pumping station, pursuant to Section 5-621.

(Y) Water pumping station, pursuant to Section 5-621.

(Z) Feed and Farm Supply Center.

(AA) Rural corporate retreat, pursuant to Section 5-619.

(BB) Public School (elementary, middle or high), pursuant to Section 5-666.

(CC) Pet Farm.

(DD) Telecommunications antenna, pursuant to Section 5-618(A).

(EE) Telecommunications monopole, pursuant to Section 5-618(B)(1).

(FF) Municipal drinking water supply reservoir.

(GG) Bed and Breakfast Inn, pursuant to Section 5-601(B).

(HH) Limited Brewery, pursuant to Section 5-667.

2-403 Special Exception Uses. The following uses may be approved by the Board of Supervisors and, if approved, may be subject to certain conditions, pursuant to the provisions in Section 6-1300.

(A) RESERVED.

(B) Cemetery, mausoleum or memorial park, pursuant to Section 5-637.

(C) Church, synagogue and temple.

(D) Nursery, commercial, pursuant to Section 5-605.
(E) Community center.

(F) Convent, monastery, or seminary, pursuant to Section 5-656.

(G) Country Inn, pursuant to Section 5-601(C), by Minor Special Exception.

(H) Camp, day and boarding.

(I) Equestrian Event Facility, without frontage on a state maintained road, pursuant to Section 5-630.

(J) Extraction of sedimentary rock.

(K) Farm market, pursuant to Section 5-603.

(L) Fire and/or rescue station.

(M) Guest farm or ranch, leasing four to twenty (4-20) guest rooms.

(N) Kennel, pursuant to Section 5-606.

(O) Nursery, production, without frontage on a state maintained road, pursuant to Section 5-605.

(P) Private club or lodge.

(Q) Private School (Elementary, Middle, or High) for more than fifteen (15) pupils, by Minor Special Exception.

(R) Public utility service center and storage yard.

(S) Recycling drop-off collection center, large, pursuant to Section 5-607.

(T) Continuing care facility.

(U) Orphanage, or similar institution.

(V) RESERVED.

(W) Small business, pursuant to Section 5-614.

(X) Stable, Livery, without frontage on a state maintained road, pursuant to Section 5-630.

(Y) Structure or use for federal, state, county, or local governmental purposes, not otherwise listed.
(Z) Tenant dwelling, pursuant to Section 5-602(B) and (C).

(AA) Testing station.

(BB) Veterinary service.

(CC) Utility substation, transmission, pursuant to 5-616.

(DD) Utility transmission lines, overhead.

(EE) Hospital, pursuant to Section 5-610.

(FF) Telecommunications monopole, pursuant to Section 5-618(B)(2).

(GG) Yard waste composting facility.

(HH) Airport.

(II) Arboretum.

(JJ) Auction house.

(KK) Borrow pit for construction.

(LL) Child or adult daycare center, pursuant to Section 5-609.

(MM) Commuter parking lot with greater than 50 spaces.

(NN) Congregate housing facility.

(OO) Country club.

(PP) Educational or research facility related to uses permitted in this district.

(QQ) Fairgrounds.

(RR) Golf course

(SS) Marina.

(TT) Playing fields and courts, lighted.

(UU) Public or private community or regional park.

(VV) Radio and/or television tower.

(WW) Sawmill, pursuant to Section 5-629.
(XX) Sewage treatment plant.

(YY) Agricultural processing facilities such as, abattoir, cannery, grain mill, and the like.

(ZZ) Animal hospital.

(AAA) Water storage tank.

(BBB) Utility substation, distribution, pursuant to Section 5-616.

(CCC) Rural resort, pursuant to Section 5-601(D).

(DDD) Crematorium, pursuant to Section 5-637.

(EEE) Rural corporate retreat, pursuant to Section 5-619.

(FFF) Vegetative waste management facility.

(GGG) Recreation establishment, outdoor or indoor.

(HHH) Magazine contained explosives facility, pursuant to Section 5-622.

(III) Telecommunications tower, pursuant to Section 5-618(C)(2).

(JJJ) Police Station.

(KKK) Banquet/Event Facility, pursuant to Section 5-642, by Minor Special Exception.

(LLL) Country Inn with Restaurant, pursuant to Section 5-601(C).

2-404 Lot Requirements (See Section 1-205).

(A) Size. Three (3) acres minimum.

(B) Width. Three hundred (300) feet minimum for lots fronting on Class I Roads; two hundred (200) feet minimum for lots fronting on Class II or III Roads; and fifty (50) feet minimum for lots fronting on a private access easement.

(C) Length/Width Ratio. 5:1 maximum.

(D) Yards. Except where a greater setback is required by Section 5-900, no building shall be located within twenty five (25) feet of any property line or thirty five (35) feet from any other road right of way, private access easement, and/or prescriptive easement.
2-405 Building Requirements.

(A) Lot Coverage. 25%, but only 10% may be used for residential or non-residential structures excluding agricultural and horticultural structures not open to the public.

(B) Building Height. Thirty five (35) feet, excluding agricultural and horticultural structures not open to the public.

2-406 Use Limitations.

(A) No non-agricultural use shall be permitted which, because of its nature, location, or manner of operation, is dangerous or noxious because of noise, odor, fumes, gas, glare, light, vibration, smoke, emission of particulate matter or effluents, or for other similar reasons.

(B) Except as expressly allowed by this Ordinance, no municipal and/or communal wastewater treatment systems shall be established or extended in the A-3 district.

(C) Except as expressly allowed by this Ordinance, no municipal and/or communal water service or system shall be established or extended in the A-3 district.

(D) More than one structure housing a permitted or permissible principal use may be erected on a single lot provided that yard, area, and other requirements of this Ordinance shall be met for each structure as though it were on an individual lot.
Utilities & Infrastructure

Sewer and Water (See also Chapter 2, Towns and JLMA)

On May 27, 1959, the Board took action to create the Loudoun County Sanitation Authority as a public body politic and corporate under the provisions of the Virginia Water and Waste Authorities Act. This body, now known as Loudoun Water, is chartered by the State Corporation Commission and is responsible for providing water and wastewater service to unincorporated areas of Loudoun County. As a political subdivision of the State, Loudoun Water is not a department of the County government and receives no tax money from the County. All Loudoun Water income is received from customers as payment for water and sewer service or as connection (tap) fees from land developers. Loudoun Water is governed by a Board of Directors consisting of nine members, each appointed by the County Board. Members of the Loudoun Water Board of Directors serve four-year terms and can be reappointed.

Loudoun Water owns and operates water and wastewater treatment facilities and systems and has purchased capacity for wholesale water supply from Fairfax Water and wastewater treatment from DC Water. These water and wastewater systems serve the eastern region of Loudoun County. The Potomac River is the primary source of water for Loudoun County and the greater Washington, D.C. Metropolitan Area. Loudoun Water further benefits from using the Goose Creek and Beaverdam Creek Reservoirs, and may use reservoirs created from retired rock quarries for storage in the future. With numerous water supply sources and local reservoirs, Loudoun Water has a resilient system to meet the demand for safe and healthy drinking water. To ensure the overall environmental quality of the water supply (watersheds and aquifers), Loudoun Water supports broad-based source water protection, management, and stewardship programs.

In the western region of the County, Loudoun Water currently owns and/or operates smaller water and wastewater treatment systems. Community water and wastewater systems are freestanding systems usually serving residential developments that were installed by developers and are now operated and managed by Loudoun Water. These systems are also funded in part by the County, which has an active program of rectifying public health issues in a number of historic villages. There are additional expenses and inefficiencies associated with building and operating such systems and historically the cost was borne by the relatively few system users. In April 2016, the Loudoun Water Board of Directors adopted a single rate for all customers; that is, those served by the central facilities as well standalone community systems, the costs of which are materially greater to install and operate. Land use policies going forward need to recognize the added cost burden that central system customers bear due to standalone community systems.

Incorporated towns in the County operate their own municipal water and sewer systems. Water is drawn from springs or wells and, in the case of Leesburg, also drawn from the Potomac River.
Leesburg, Hamilton, and Round Hill have extended utilities into the surrounding Joint Land Management Areas (JLMA). The Comprehensive Plan does not recommend extending municipal systems into adjacent rural areas except when necessary to resolve public health issues in existing communities.

Loudoun Water’s Capital Improvement Plan (CIP) is a 10-year roadmap for creating, maintaining, and funding present and future infrastructure needs. The Loudoun Water CIP is approved by the Loudoun Water Board of Directors. Capital water and wastewater improvements are complex and interrelated and often require a great deal of planning over many years to define their extent, location, and cost. The underlying strategy of the CIP is to plan for facilities necessary for the safe and efficient delivery of water, wastewater, and reclaimed water services in accordance with policies, goals, and objectives adopted by Loudoun Water. A critical element of a balanced Capital Improvement Plan is to preserve and enhance existing facilities as well as provide new assets to respond to growth of the community and changing service needs as outlined in the Comprehensive Plan and other Board policies.

**Waste Management**

The Loudoun County Department of General Services, Waste Management Division operates the Solid Waste Management Facility (“landfill”) and provides recycling opportunities for residents and businesses. Landfill operations are fee-supported. The County also offers recycling drop-off centers, household hazardous waste collection events, collection of seven materials for recycling or diversion at the landfill, and educational programs. The County anticipates continuing operations at the Evergreen Mills Road landfill site and relying on continued recycling and commercial facilities to redirect a significant amount of waste material. International demand for recycled material is, however, a key factor in the success of recycling programs. Continued review and updating the County’s Solid Waste Management Plan will provide the more detailed management and planning necessary to meet State requirements to anticipate future needs.

**Energy and Communication**

Electrical demand in the County has grown dramatically in recent years with the development of data centers in eastern Loudoun. Demand is expected to continue to grow with new data center construction, the operation of the Silver Line Metrorail, and other land development. Changes in data center technology have resulted in electrical demand increasing from 100 watts up to 300 watts per square foot. Demand for data center development within the County is anticipated to be strong for the foreseeable future.

Electrical and communication services are provided under the purview of state and federal agencies. This limits the County’s ability to mitigate certain impacts. For example, the County regulates the location of electrical substations but not the high voltage distribution lines to and from the substations. Similarly, the County may review the location of cell towers and monopoles for impacts on surrounding properties, but cannot prescribe locations and, therefore, cannot require broadband or communication service in underserved areas. The County does, however, work with the providers to encourage improved service and locations.

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1 The Loudoun Water Capital Improvement Plan can be accessed at [www.loudounwater.org](http://www.loudounwater.org).
Sewer and Water (see also Chapter 2, Towns and JLMA)

Fiscal Policy 4: Work with Loudoun Water and the Health Department to ensure timely provision of central, community, or on-site sewer and water in accordance with the land use policies of this Plan. The County will encourage water and wastewater service to be provided in the most efficient and effective manner possible and promote the use of the best utility system in accordance with the policies of this Plan.

Countywide Strategies

Strategy
4.1 Implement strategies to resolve sewer and water issues in existing communities.

Action
A. Pursue funding sources to rehabilitate homes that currently lack adequate sewer and water systems.

Strategy
4.2 Define specific service areas for utility systems to protect the viability of County land use goals.

Actions
A. Establish the geographic limits of standards-based utility service, and ensure adequate capacity and supply safeguards through the Commission Permit process prior to expanding existing service boundaries, or adding new boundaries in the case of the Rural Policy Area.

B. Prohibit connection to water distribution and wastewater collection systems when such requires crossing land outside a defined water or sewer service area.

Strategy
4.3 Prohibit the use of any standalone or community system that does not ensure long-term safe, sustainable, and environmentally sound water supply and wastewater treatment.

Actions
A. Require development proposals outside of areas served by central system facilities to demonstrate a safe, adequate, and long-term sustainable potable water supply and sewage treatment capacity in accordance with the land use policies of this Plan.

B. Encourage concentrating development away from water supply reservoirs and water supply sources.

C. Implement a pollution prevention and mitigation program to protect and improve the County’s surface water quality.

D. Permit pump-and-haul operations only as a last resort and a temporary wastewater disposal method and only to address a proven public health issue.
Urban, Suburban & Transition Policy Areas – Central Sewer and Water

Strategy

4.4 Loudoun Water will be responsible for the provision of central water and sewer service in the Loudoun Water Central System area as shown on the Water/Sewer Service Areas Map.

Actions

A. Collaborate with Loudoun Water to ensure safe and adequate long-term water supply and wastewater treatment systems to meet County development goals.

B. Facilitate development and efficient operation of retired quarries as water supply reservoirs and protect reservoirs by establishing effective and sustainable watershed protection measures.

C. Expand the use of Loudoun Water’s reclaimed water network.

D. Require new development in the Urban, Suburban, and Transition Policy Areas to connect to Loudoun Water’s central water supply and wastewater treatment systems.

E. Encourage existing residences and communities served by onsite or community facilities to connect to central water or sewer facilities when such facilities become available via long-term financing or other incentives.

F. Assist existing communities or residences to connect to a nearby central water or sewer system if on-site water supply or waste treatment capability has deteriorated to a point where there is a potential public health risk.

G. Construct new central wastewater and water lines and facilities in a manner that causes the least environmental risk and visual disruption.

Rural Policy Area – On site and Community Systems

Strategy

4.5 Protect the rural character of western Loudoun by considering the ability of an area to support onsite or community water and wastewater systems for any areas proposed for development.

Actions

A. Prohibit extension of central water and wastewater service into the Rural Policy Area, except as allowed herein to address a public health threat to an existing rural community.

B. Institute a wellhead protection program in all areas not served by central system facilities to ensure adequate water quality.

C. Discourage the use of groundwater for nonagricultural irrigation such as automated lawn sprinklers and swimming pools and other nonessential purposes.
D. Maintain oversight of siting, design, installation, and maintenance of conventional and alternative on-site sewage disposal systems.

E. Require the installation of technology that treats groundwater to a surface water level of treatment standard, in accordance with Loudoun Water’s Engineering Standards Manual, as a condition of approval for development of potable water supplies in any portions of the Limestone Overlay District and/or where subsurface karst geology exists.

F. Implement an inspection and maintenance program for conventional on-site sewage disposal systems and provide homeowner educational materials on this and related well and septic safety for residents in the Rural Policy Area, particularly in the Limestone Overlay District.

Strategy

4.6 Collaborate with the Health Department in conjunction with Loudoun Water to identify viable alternative water supply and wastewater treatment methods to individual well, septic and drainfield-based systems, including community treatment plants and onsite treatment to support clustered residential development.

Actions

A. Implement water and wastewater treatment and disposal standards for alternative systems that protect water quality.

B. Allow community water and wastewater systems in the Rural Policy Area:
   i. to serve rural economy uses and residential clusters as defined in this Plan,
   ii. to solve potential public health risks, and
   iii. to serve public facilities.

C. Support construction of community systems for existing rural communities facing a potential public health risk. In such cases, the community system may be available to undeveloped lots within the existing community to support development that extends the viability of the community and is consistent with the scale, density, and character of the community.

D. Require Loudoun Water to own and operate all public community water and wastewater systems with more than 15 connections.

E. Require a Commission Permit, establishing a defined service area, prior to the construction of any community water or wastewater system.

F. Permit the extension of municipal (town) sewer and water into the Rural Policy Area to serve public facilities or to address a potential public health risk.

G. Require financing of community water and wastewater systems by the developer or by those who will be directly served by the system. A financing plan will be required to address initial capital costs and operating costs. The system must be designed, organized, and operated to be financially self-sustaining to pay all costs incurred by
Loudoun Water for operation and maintenance and to provide appropriate reserves. The County may provide financial assistance in the form of loans or grants to assist in the construction of such a facility for existing rural communities if the system is needed to solve a significant public health threat.

**Solid Waste Management**

Fiscal Policy 5: Continue to implement an integrated solid waste management strategy that prioritizes reduction, reuse, and recycling of solid waste above resource recovery, incineration, and disposal into landfills.

**Strategy**

5.1 The County Solid Waste Management Plan will identify the type and level of service to be provided in the community.

**Actions**

A. Continue to ensure that the County always has an acceptable means of local waste disposal through the County landfill operations, should other waste disposal alternatives fail or become ineffective.

B. Continue to seek private sector support for the provision of current and future Solid Waste Management Services.

C. Develop a hazardous waste education program and increase residential access to the safe disposal of hazardous waste to protect groundwater resources.

D. Reduce landfill waste by promoting recycling and composting.

**Electrical**

Fiscal Policy 6: Support expanded electrical capacity through generation facilities that use clean burning and environmentally sound fuel sources and energy efficient design.

**Strategy**

6.1 Encourage local electrical generation in appropriate locations throughout the County.

**Actions**

A. Establish zoning regulations and design standards that permit alternative electrical generation such as wind and solar generation by and for individual users.

B. Encourage the safe grouping and burying of utility lines and facilities.

C. Work with electrical providers to identify potential high voltage distribution lines and substation locations that minimize impacts on key travel corridors, sensitive cultural and historic resources, and existing residential communities or to place high voltage distribution lines underground when approaching such areas; and where possible, use existing transmission corridors and substation sites to expand capacity.
CONTRACT OF SALE
Between
LOUDOUN COUNTY SCHOOL BOARD
&
BOARD OF SUPERVISORS OF LOUDOUN COUNTY,
VIRGINIA

(Buyers)

AND

Timber Ridge at Hartland, LLC
(Seller)

December 10, 2019
CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is entered into this ___ day of _______, 2019, by and between the Loudoun County School Board, a body politic ("School Board") and the Board of Supervisors of Loudoun County, Virginia, a body corporate and politic ("County") (the School Board and the County are collectively referred to as the "Buyers"), and Timber Ridge at Hartland, LLC, a Virginia limited liability company (hereinafter referred to as the Seller").

RECITALS:

R.1 Seller is the owner of a tract or parcel of land situate, lying and being in Loudoun County, Virginia and being described as the West side of Evergreen Mills Road, South of Ryan Road, in Loudoun County, Virginia (the "Property") and being further identified by Loudoun County Parcel Identification Nos. 242-28-8988 (1.91 acres) and 242-18-1260 (171.00 acres).

R.2 Buyers desire to purchase the Property for public school sites of all levels and other public uses (the "Intended Use"), subject to satisfaction of the conditions precedent set forth in this Contract.

NOW, THEREFORE, in consideration of the Recitals set forth above, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Seller agrees to sell the Property to Buyers, and Buyers agree to purchase the Property from Seller in accordance with the terms and conditions set forth herein.

1. Effective Date. This Contract shall be effective as of the first date by which it has been executed by all parties as set forth in the signature blocks below (the "Effective Date"). The Effective Date shall be inserted in the heading of this Contract upon full execution of the document.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is $9,750,000.00, which shall be paid by wire transfer of funds from Buyers at Closing (as set forth in Section 7).

3. Deposit. Buyers shall make an earnest money deposit ("Deposit") in the amount of $50,000.00. Within 10 (ten) business days after the Effective Date, Buyers shall tender the Deposit to the Settlement Agent identified in Section 7(a), who shall hold such Deposit in an escrow account until Closing and hold and disburse it in accordance with the provisions of this Contract. In the event the Deposit is not timely delivered to Settlement Agent, this Contract will terminate automatically. If not previously delivered to Buyers or Seller as hereinafter provided, the Deposit together with any interest accrued thereon shall be delivered to the Closing and credited towards the Purchase Price. Notwithstanding any provision or provisions in this Contract to the contrary, upon Buyer's election to proceed hereunder after expiration of the Title Period (as defined below) Ten Thousand and 00/100 Dollars ($10,000.00) of the Deposit (the "Retained Deposit") will be nonrefundable to Buyer except only in the event that Seller wrongfully fails to
close hereunder or otherwise materially defaults in one of its obligations under this Contract, in which event the entire Deposit would be returned to Buyer.

4. **Study Period & Right of Entry.**

   (a) Buyers shall have a period of one year (365 days) from the Effective Date (the "Study Period") to conduct, obtain and review any surveys, assessments, inspections, tests or reports that Buyers reasonably deem necessary to determine the suitability of the Property for the Intended Use (including but not limited to, at Buyers’ discretion, a Phase I Environmental Site Assessment ["Phase I ESA"]) and the feasibility of the transaction contemplated in this Contract ("Due Diligence Study"). All tests, studies, and investigations performed by Buyers or on their behalf during the Study Period will be performed at Buyers’ sole risk and expense. Seller shall cooperate with Buyers to facilitate the Due Diligence Study, so long as Sellers are not required to incur any risk or expense.

   (b) During the Study Period and after satisfaction of the Insurance Requirements set forth below, Seller shall grant to the School Board, to the County, and to their respective agents, representatives and consultants (collectively the “Buyers’ Agents”), right of entry to the Property for the purpose of performing and completing the Due Diligence Study. Right of entry shall be exercised during the normal business hours of Buyers’ Agents, or at such other times as the parties may agree. The right of entry shall remain in effect following the Study Period through the date of Closing (unless and until the Contract is terminated prior to Closing). All activities pursuant to the right of entry shall be conducted so as to cause minimal disturbance to the Property and any authorized occupants thereof. In the event the Contract is terminated, Buyers shall, at their sole expense, repair any damage caused to the Property by their respective agents, representatives and consultants through exercise of the right of entry, which restoration obligation will expressly survive termination of this Contract.

   (c) Within fifteen (15) days after the Effective Date, Seller shall furnish to Buyers without representation or warranty of any kind copies of the following documents related to the Property: an ALTA survey of the Property and of other land owned by Seller in the vicinity of the Property (collectively “Seller’s Land”), Seller’s title policy for Seller’s Land issued when Seller acquired Seller’s Land, and a copy of the “Phase I Environmental Site Assessment/Hartland Property” dated March 1, 2019, and prepared by Geotechnical Solutions, Inc. (“Seller’s Phase I”)

   (d) Buyers, and each of them, as a condition to its entry on the Property, shall provide to Seller a certificate of insurance evidencing insurance coverage as required below and in Exhibit A attached hereto and incorporated herein (the "Insurance Requirements"). Buyers shall obtain, and shall cause each of Buyers’ Agents entering onto the Property prior to any such entry, to obtain insurance coverage to satisfy the Insurance Requirements. Buyers shall furnish to Seller an Insurance Certificate, together with any additional evidence necessary for Seller to be able to rely on the coverage set out in the Insurance Certificate, evidencing the required coverage prior to the first entry upon the Property by Buyers and shall collect and deliver to Seller prior to
entry on the Property similar Insurance Certificates and required additional evidence authorizing Seller’s reliance from each of Buyers’ Agents seeking entry on the Property. Additionally, prior to any entry on the Property by any one or more of Buyers’ Agents, Buyers shall cause the Buyers’ Agent seeking such entry to enter into an indemnity agreement in the form appended hereto as Exhibit C.

(e) At any time on or before the last day of the Study Period, Buyers may terminate this Contract for any reason, in Buyers’ sole discretion. In the event Buyers terminate this Contract pursuant to this subsection (e), Buyers shall provide notice of termination to Seller with a copy to the Settlement Agent, and the Settlement Agent shall promptly refund the Deposit to Buyers, less the Retained Deposit which would be delivered to Seller, each together with any interest accrued thereon, and Seller and Buyers thereafter will have no continuing obligations or liabilities hereunder other than those that expressly survive such termination.

5. Phase I ESA. During the Study Period, Buyers may have a Phase I ESA performed by a qualified environmental consultant of Buyers’ selection. If the consultant recommends further assessment or remediation (including but not limited to a Phase 2 ESA) (the “Phase I Recommendations”), Buyers may, at their option, on or before sixty (60) days prior to the last day of the Study Period provide Seller notice of the Phase I Recommendations and thereafter negotiate with Seller regarding an appropriate “Corrective Action Plan.” If Buyers and Seller are not able to agree upon a Corrective Action Plan that would address the Phase I Recommendations to Buyers’ satisfaction, Buyers may, at their option, terminate this Contract prior to expiration of the Study Period. In the event Buyers terminate the Contract pursuant to this Section 5, Buyers shall provide notice of termination to Seller with a copy to the Settlement Agent, and the Settlement Agent shall promptly refund the Deposit to Buyers, less the Retained Deposit which will be delivered to Seller, each together with any interest accrued thereon, and thereafter neither party will have any continuing obligations or liabilities hereunder except for those that expressly survive termination.

6. Conditions Precedent to Closing. Buyers’ obligation to proceed to Closing hereunder is specifically subject to each of the following conditions precedent:

(a) Sufficient funds have been appropriated by the Board of Supervisors of Loudoun County to allow for the purchase of the Property;

(b) Satisfactory completion of a Due Diligence Study in accordance with Section 4; provided, however, this Condition Precedent shall be deemed satisfied in the event Seller does not receive a termination notice from Buyers prior to expiration of the Study Period;

(c) At Buyers’ option, satisfactory completion of a Phase I ESA and, if necessary, a Corrective Action Plan in accordance with Section 5; provided, however, this Condition Precedent shall be deemed satisfied in the event Seller does not receive a termination notice from Buyers prior to expiration of the Study Period;
(d) Final, non-appealable approval of a Comprehensive Plan Amendment and Rezoning allowing use of the Property for the Intended Use (i.e., such that no appeal has been filed and time for appeal has expired; or approval has been affirmed on appeal and no further appeals are available or have been timely filed);

(e) Title to the Property is in the condition required by Section 8 below; and

If any one or more of the foregoing conditions precedent have not been satisfied prior to the date otherwise required for Closing, then Buyers’ may, at their option, terminate this Contract or waive the applicable Condition or Conditions and proceed to Closing without a reduction in Purchase Price. In the event Buyers terminate the Contract pursuant to this Section 6, Buyers shall provide notice of termination to Seller with a copy to the Settlement Agent, and the Settlement Agent shall promptly refund the Deposit to Buyers, less the Retained Deposit which will be delivered to Seller, each together with any interest accrued thereon, and thereafter neither party will have any continuing obligations or liabilities to each other except for those that expressly survive termination of this Contract.

7. Closing.

(a) **Date & Location.** Provided that the conditions precedent to Buyers’ obligation to proceed to closing hereunder have been satisfied or waived, closing under the terms of this Contract (the "Closing") shall occur at the office of Loudoun Commercial Title LLC (the "Settlement Agent"), located at 5 Wirt Street SW, Suite 200, Leesburg, Virginia 20175, within forty-five (45) days following the expiration of the Study Period on a date selected by Buyers and reasonably acceptable to Seller (the "Closing Date"), but in no event later than the date that is four hundred and ten (410) days after the Effective Date (the "Outside Closing Date").

(b) **Seller’s Obligations.** At Closing, Seller shall deliver to the Settlement Agent: (i) a special warranty deed prepared in accordance with subsection 7(d); (ii) an affidavit made under oath that Seller is not a "foreign person" and containing such information as may be required by Section 1445(b)(2) of the Internal Revenue Code and the regulations issued thereunder; (iii) a certificate that all of Seller's representations and warranties set forth in Section 9 of this Contract are true and accurate as of Closing; (iv) an owner’s affidavit in form typically used in real estate transactions in Loudoun County and containing no indemnification of Buyer’s title company; and (v) such other documents and instruments, if any, reasonably required by the Settlement Agent or Buyer’s title insurer, the terms of this Contract, or reasonably necessary to complete the transaction contemplated by this Contract. All documents to be delivered as provided above shall be duly authorized, executed and, if required, acknowledged.

(c) **Buyers’ Obligations.** At Closing, Buyers shall deliver to the Settlement Agent: (i) the Purchase Price plus any other sums that may be due from Buyers pursuant to the terms of this Contract, and to the extent the Settlement Agent delivers the Deposit to Closing, it
will be a credit against sums to otherwise be delivered by Buyers; and (ii) such other documents and instruments as may be reasonably requested by the Settlement Agent or otherwise necessary to facilitate Closing of the transaction contemplated in this Contract. All documents delivered in accordance with this subsection (b) shall be duly authorized, executed and certified or notarized, as applicable.

(d) **Conveyance.** The Property shall be conveyed to the School Board by special warranty deed, using the individual tax map parcel descriptions of the Property from the deed used to convey the Property (with other parcels) to Seller, together with a quitclaim from Seller using a current legal and metes and bounds description of the Property as prepared by Buyers’ surveyor from any survey obtained by Buyers as part of the Due Diligence Study.

(e) **Expenses.** Seller shall pay the cost of preparing the deed; the grantor’s tax and the regional WMATA Capital fee; and all costs associated with the release of existing liens and encumbrances against the Property. Buyers shall pay the cost of obtaining title insurance, including title examination costs; the Settlement Agent’s fee; and any other applicable recordation or transfer taxes and fees (or claim an appropriate exemption therefor). Each party shall be responsible for its own attorney’s fees.

(e) **Taxes and Other Charges.** Except as expressly provided herein, real estate taxes, utility charges, rents and any other charges customarily apportioned between parties at settlement, if any, shall be prorated between Seller and Buyers as of the date of the Closing Date. Any special assessments applicable to the Property, whether or not due as of the Closing Date, shall be paid by Seller, except that any such special assessments resulting directly from approval of the Applications or the Intended Use shall be the sole responsibility of Buyers. Prior to Closing, Seller shall maintain the Property within the Loudoun County Land Use Assessment Program (the “**Land Use Program**”) and shall fully comply with all requirements of the Land Use Program.

(f) **Possession.** Possession of the Property shall be delivered to the School Board at Closing, subject to the rights of others as set forth in documents recorded in the Loudoun County land records. Seller shall exercise reasonable and ordinary care in the maintenance and upkeep of the Property, which is unimproved land, between the Effective Date and Closing. The Property shall be delivered to Buyers in substantially the same condition it was in as of the Effective Date.

8. **Title.**

(a) At Closing, Seller shall convey good and marketable fee simple title, by special warranty deed in accordance with Section 7(d), free and clear of all liens, tenancies, encumbrances, defects and encroachments, except as expressly provided to the contrary herein.

(b) It shall be a condition of Closing that title to the Property shall be insurable at regular rates by a title insurance company of Buyers’ selection authorized to do business in the
Commonwealth of Virginia. Buyers shall obtain a title insurance commitment or title report (in either event, herein the “Title Commitment”) and survey during the first ninety (90) days of the Study Period (the “Title Period”), time being of the essence. Promptly upon receipt, Buyer shall furnish a copy of the Title Commitment to Seller. During the Title Period, Buyer shall review the Title Commitment and satisfy itself as to all title matters then affecting the Property. If any such matter is unsatisfactory to Buyers, Buyers’ sole recourse shall be to terminate this Contract during the Title Period and receive a refund of the Deposit. All matters of title existing on the Effective Date will be deemed acceptable by and acceptable to Buyers if Buyers fail to terminate this Contract prior to expiration of the Title Period. In no event shall Seller be obligated to cure any title matter shown in the Title Commitment which is unsatisfactory to Buyer or have any liability related to the same. Seller discloses to Buyer the existence of a well easement over the Property, a copy of which is appended hereto as Exhibit B.

(c) Notwithstanding the foregoing, Seller will cure and release at or before Closing any deeds of trust, mortgages, other loan security instruments or other financial encumbrances encumbering all or part of the Property that were created by Seller (collectively, "Financing Liens"), and any judgments, tax liens, mechanic’s liens or similar evidences of indebtedness created or caused by Seller. Seller may use proceeds from the Purchase Price to obtain such release.

(d) After execution of this Contract and before the Closing, Seller shall not seek a rezoning of the Property or take any action adversely impacting on title to Property except the following, to each of which Buyers hereby expressly consent:

(i) Seller may place new Financing Liens against the Property and modify existing Financing Liens, provided that all Financing Liens encumbering the Property must be capable of release from the Property by payment to the lender(s) of an amount not exceeding the Purchase Price.

(ii) Seller may convey the Property to a third party as part of a bulk conveyance of all or part of the Hartland Project, or any significant portion thereof, (in either event a “Bulk Sale”) provided that any such conveyance shall be made expressly subject to this Contract and all of Buyer’s rights under this Contract and the transferee shall assume in writing all of the obligations of Seller under this Contract, at which point Seller will be released of all obligations and liability hereunder.

In the event that Seller takes either of the permitted actions set forth in above, then within ten (10) business days after taking any such action, Seller shall deliver written notice thereof to Buyer, accompanied by a copy of any pertinent document or documents.

9. **Representations and Warranties of Seller.** Seller warrants, represents, and covenants to Buyer as follows:
(a) Following the Effective Date, except as otherwise provided in this Contract, Seller shall not, without Buyers’ written consent: (i) grant any leases or discretionary lease renewals; (ii) grant any easements, rights-of-way, voluntary liens or other encumbrances over or through the Property other than as expressly provided to the contrary in Section 8 above; (iii) modify, amend or cancel any existing leases, agreements, proffers or other commitments affecting the Property other than as expressly provided to the contrary in Section 8 above; (iv) construct or install any improvements or allow any existing improvements or natural deposits, resources or vegetation thereon to be wasted, removed, sold or in any way encumbered; (v) consent to or apply for any change in the zoning or other governmental approval with respect to the Property other than the zoning sought by Buyers; nor (vi) use or allow use of the Property for staging, dumping, stockpiling, burying or similar activities. Buyers consent to any of the activities or conduct described in this subsection (a) may be withheld in Buyers’ sole, reasonable discretion.

(b) Seller has not received notice of violation of any laws, regulations, municipal ordinances, orders or other requirements of any governmental department or authority having jurisdiction over, or affecting the Property; nor does Seller have any knowledge of the same. Seller shall comply with any such notices received prior to the date of Closing, and shall provide a copy of such orders to Buyers.

(c) All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the date of Closing have been (or prior to the date of Closing will be) paid in full. There are not now, nor shall there be on the date of Closing, mechanics’ liens or materialmen’s liens, whether or not perfected, on or affecting any portion of the Property. If there shall be any such liens or threats of such liens, the Seller shall obtain the release of the same on or before the date of Closing.

(d) On the Effective Date, there is no pending condemnation or similar proceeding affecting the Property or any part thereof, nor has Seller received written notice of any threat of such action.

(e) Seller is the sole owner of the Property and has the power to enter into this Contract and to consummate the transaction contemplated herein. Seller is lawfully seized of the Property as of the date of this Contract and will continue to be so seized to the date of Closing.

(f) To the best of Seller’s information, knowledge and belief, no special assessments have been levied or are threatened or pending against all or any part of the Property, and Seller has no knowledge of any intended assessments.

(g) There are no legal actions, suits, or other legal or administrative proceedings pending against Seller or the Property, and Seller has received no written notice that any such actions are threatened.
(h) Seller shall fully cooperate with Buyers in their efforts to secure approval of the Intended Use of the Property by signing and acknowledging all plats, applications ("Applications"), affidavits and any other documents reasonably required to obtain governmental approvals for Buyers' Intended Use; provided, however, Seller shall have no duty (i) to include any portion of other property owned by Seller in such Applications or (ii) to agree to the imposition of any easements, grants of right-of-way or any other obligations on other property owned by Seller.

(i) Seller has the authority to enter into this Contract and to convey the Property without the consent, approval or joinder of any other person or party; the person executing this Contract on Seller's behalf is authorized to do so.

(j) Execution and performance of this Contract by Seller do not conflict with or breach any agreement or other obligation of Seller.

(k) There are no leases, tenancies or possessory rights of others that affect this Property or any portion thereof; provided, however, that Seller will enter into such short-term leases (each for a one-year period or less), that are required to maintain the Property in the Land Use Program.

10. Environmental Representations and Warranties of Seller. Seller hereby expressly represents and warrants to Buyers that other than as set forth to the contrary in Seller's Phase I, Seller has no knowledge of hazardous substances or hazardous materials having been released, deposited, stored or placed in, on, under or above the Property From the Effective Date through the date of Closing (unless and until the Contract is terminated prior to Closing), Seller shall refrain from any and all activities involving the application of hazardous substance or hazardous materials on the Property except for those practices that are typical for agricultural use.

11. Representations and Warranties of Buyer. The School Board and the County make the following warranties and representations to Seller, each solely on its own behalf to the extent applicable:

(a) The School Board and the County are bodies politic duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and have full power and authority to enter into this Contract and to consummate the transaction contemplated herein. The persons executing this Contract on behalf of the School Board and the County respectively have the authority to do so and to bind the respective party hereunder.

(b) Buyers have not received any actual notice of any legal actions, suits, claims, or other legal or administrative proceedings pending or threatened against Buyers which may adversely affect Buyers' ability to consummate the transaction contemplated by this Contract.

(c) Buyers warrant to keep the Property free of any mechanic's lien for any work or service performed by any contractor or consultant of Buyers prior to Closing. In the event
that any mechanic's lien is filed as a result of the Buyers' activities, the Buyer who contracted for such work or service shall promptly cause the lien to be satisfied or, in the event that party disputes the validity of the lien, pursue appropriate legal action to cause the lien to be dismissed.

All of the representations, warranties, and covenants of Buyers contained in this Contract or in any document delivered to Seller pursuant to the terms of this Contract shall be true and correct in all material respects at the date of Closing, just as though the same were made at such time.

12. **Buyer's Default; Seller's Remedy.** In the event that all of the conditions precedent to Buyers' obligations hereunder have been satisfied or waived, and Seller is ready, willing and able to make closing hereunder, but Buyers fail to proceed to Closing, then the Contract shall terminate and the Deposit shall be delivered to Seller as full liquidated damages, in lieu of any other claims or causes of action that may be available to Seller at law or in equity by reason of a default hereunder by Buyers in the obligation to Close. The foregoing forfeiture of the Deposit to Seller is agreed upon as liquidated damages by the parties because of the difficulty of ascertaining the actual damages Seller may suffer by reason of Buyers' failure to close under this Contract. Seller expressly waives the right to pursue any action or claim for any other form of legal or equitable relief due to Buyers' failure to close under this Contract.

13. **Seller's Default; Buyer's Remedy.** In the event that the conditions precedent prescribed in subsections (a) through (d) of Section 6 have been satisfied (or waived by Buyers), and Buyers are ready, willing and able to close hereunder, but Seller fails to proceed to Closing and otherwise satisfy its obligations under this Contract, then Buyers as their sole remedy hereunder, may elect (a) to seek specific performance of the Contract or (b) to receive a return of the Deposit and recovery of their actual costs expended in matters relating to this Contract not to exceed Ten Thousand and 00/100 Dollars ($10,000).

14. **Disposition of Deposit upon Termination.** In the event this Contract is terminated in accordance with its terms, the terminating party shall provide written notice of such termination to the other party with a copy to the Settlement Agent, identifying the specific Section or subsection pursuant to which the party is exercising its right of termination. If the Contract is terminated on or before the last day of the Title Period, the Deposit shall be returned to Buyers. If the Contract is terminated after the end of the Title Period the Deposit shall be disbursed in accordance with the Contract provision identified in the notice of termination. The non-terminating party shall have five (5) business days to object to the notice of termination by delivering a written objection to the terminating party and the Settlement Agent. If a written objection is not delivered within the prescribed time period, the Settlement Agent shall promptly disburse the Deposit in accordance with this Section 14. If an objection is timely received, the Settlement Agent shall hold the Deposit in escrow until: (i) all parties have agreed in writing as to its disposition; or (ii) a court of competent jurisdiction orders disbursement and all applicable appeal periods have expired. Whenever this Contract requires the Deposit to be returned to Buyers, the Settlement Agent shall return the Deposit to whichever Buyer — either the School Board or the County — that tendered the Deposit to the Settlement Agent pursuant to Section 3.
15. **Parties Bound.** Upon full execution hereof by all parties, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. **Governing Law & Venue.** This Contract shall be governed by the laws of the Commonwealth of Virginia without regard to any conflict of choice of law principles. Venue for any action arising from or relating to this Contract shall lie in the courts of Loudoun County, Virginia.

17. **Commission.** Buyers and Seller each warrant to the other that they have dealt with no agent or broker with respect to the transaction contemplated by this Contract. In the event that any claim for commission or finder’s fee is brought by any person or entity whatsoever as a consequence of the transaction contemplated hereby the party who contracted with, consulted or otherwise engaged the services of such agent (i.e. that party through whom the claim arises) shall be solely liable for the payment of the claimed commission or fee.

18. **FIRPTA.** Seller represents and warrants that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and Seller further agrees, at settlement, to furnish Buyer an affidavit to this effect complying with the provisions of Section 1445 of the Internal Revenue Code of 1954, as amended.

19. **Non-Merger.** The respective representations and warranties of the Buyers and Seller hereunder will survive Closing and the conveyance of the Property for six months after Closing hereunder, and shall then terminate automatically. The obligations of the parties that expressly survive Closing will survive Closing and conveyance of the Property until satisfied.

20. **Severability.** In the event any term or provision of this Contract should be determined to be illegal or unenforceable, the remaining terms and provisions shall continue in full force and effect and shall not be rendered unenforceable.

21. **Total Agreement.** This Contract contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Property. Buyers and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Contract shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

22. **Notices.** All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally delivered, or when deposited in the United States mail, postage prepaid, first class, registered or certified, return receipt requested, addressed respectively as follows:
Buyers: Loudoun County School Board  
21000 Education Court  
Ashburn, Virginia 20148  
Attention: Kevin Lewis  

The County of Loudoun  
1 Harrison Street S.E., 5th Floor  
PO Box 7000  
Leesburg, Virginia 20177-7000  
Attention: Tim Hemstreet, County Administrator  

With copies to: Stephen L. DeVita, Division Counsel  
Loudoun County Public Schools  
21000 Education Court  
Ashburn, Virginia 20148  

Leo P. Rogers, County Attorney  
1 Harrison Street, SE, 5th Floor  
PO Box 7000  
Leesburg, Virginia 20177-7000  

Seller: Mr. Mark Trostle  
Timber Ridge at Hartland, LLC  
44095 Pipeline Plaza, Suite 140  
Ashburn, Virginia 20147-7515  

Any party hereto may change its address for notice purposes hereunder by delivering written notice thereof to the other parties in accordance with the foregoing provisions.

23. **Risk of Loss.** The risk of loss or damage to the Property or any improvements or fixtures located thereon by fire, flood or other casualty is assumed by Seller until Closing.

24. **Condemnation.** Seller shall give Buyers prompt written notice of any actual or threatened taking of all or any portion of the Property by condemnation or eminent domain prior to the date of Closing. In the event that prior to Closing hereunder there shall occur a taking by condemnation or eminent domain of all or any portion of the Property or a proposed conveyance to a condemning authority in lieu of condemnation, then Buyers, at its option, may either (i) terminate this Contract by delivery of written notice thereof to Seller, and thereupon the parties shall have no further rights or obligations hereunder and the Deposit shall be returned to Buyers, less the Retained Deposit which shall be delivered to Seller, each together with all interest accrued thereon, or (ii) proceed to Closing, in which event Seller shall assign to Buyer at Closing all interest of Seller in and to any condemnation proceeds that may be payable to Seller on account of such
condemnation and thereupon Buyer shall control all negotiations and proceedings undertaken with the condemning authority with respect to the Property; Buyer shall receive a credit at Closing in the amount of any condemnation proceeds paid (or to be paid) to Seller by a condemning authority with respect to the Property prior to the date of Closing.

25. Property Owners' Association Disclosure. Seller represents that the Property is not located within a development which is subject to the Virginia Property Owners' Association Act.

26. Escrow, Closing and Settlement Service Guidelines. The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request.

27. Counterparts. This Contract may be executed, in triplicate, in one or more counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the later of the dates set forth below, which date shall be inserted on page 1 of this Contract.

Signature pages follow
BUYER:
LOUDOUN COUNTY SCHOOL BOARD

By: ____________________________ (SEAL)
Name: Jeffrey E. Morse
Title: Chairman
Date: __________

APPROVED AS TO LEGAL FORM:

______________________________
Stephan L. DeVita, Division Counsel
BUYER:
BOARD OF SUPERVISORS OF LOUDOUN
COUNTY

By: ______________________
Name: Tim Hemstreet
Title: County Administrator
Date: _________________

APPROVED AS TO LEGAL FORM:

__________________________
County Attorney
SELLER:

TIMBER RIDGE AT HARTLAND, LLC
a Virginia limited liability company

By: TIMBER RIDGE AT HARTLAND MM, LLC, a Delaware limited liability company,
Manager

By: [Signature] (SEAL)
Name: Richard D. DiBella
Title: Manager
SELLER:

TIMBER RIDGE AT HARTLAND, LLC
a Virginia limited liability company

By: TIMBER RIDGE AT HARTLAND MM, LLC, a Delaware limited liability company, Manager

[Signature]
(SEAL)

By: ____________________________
Name: __________________________
Title: Manager
EXHIBIT A
INSURANCE REQUIREMENTS
EXHIBIT A
INSURANCE REQUIREMENTS

Buyers and each of Buyers’ Agents (sometimes herein collectively “Buyers”) shall maintain the following general liability, automobile, workers compensation and umbrella insurance coverage, and Buyers shall require each of Buyer’s Agents which is a professional consultant retained by Buyers (each, a “Consultant”) to maintain such coverage PLUS professional liability coverage as set forth below.

**General Liability Requirements:**
- **General Liability Limits**
  - Per Occurrence / Project: $1,000,000
  - Each Occurrence: $1,000,000
  - Personal Advertising Injury: $1,000,000
  - Contractual Liability (on the Project): $2,000,000
  - General Aggregate: $2,000,000
  - Products & Completed Operations Aggregate: $2,000,000

**Additional General Liability Requirements:**
- The following text must be included in the Certificate of Insurance in order to be compliant: “Covers all work being done at the Property (as defined in the foregoing Contract). Certificate holders are included as additional insured on a primary and non-contributory basis (including for the umbrella coverage) and a waiver of subrogation is included.”
- With respect to inspection of the Lots during the Study Period under Section 4 of the Contract, the General Liability policy must continue in force by renewal for a minimum of three (3) years following the Closing under the Contract.
- With respect to Buyers work on the Property, the General Liability policy must be endorsed to extend Products and Completed Operations insurance for a minimum period equal to the greater of (i) the period under which a claim can be asserted under the applicable statutes of limitations and/or repose or (ii) three (3) years after substantial completion of construction on the Property.
- Additional Insured Endorsement for the benefit of Seller must accompany the certificate and be acceptable to Seller.

**Automobile Liability:**
- **Automobile Liability Limits**
  - Combined Single Limit for Bodily Injury and Property Damage: $1,000,000 Each Accident
- Commercial automobile liability insurance covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, and non-owned. Such insurance shall provide coverage against third-party claims for bodily injury, including death resulting therefrom, and damage to the property of others caused by accident.

**Workers Compensation:**
- **Statutory Limit for Workers Compensation**
- **Employers Liability:** Each Employee: $1,000,000
  - Disease Each Employee: $1,000,000
  - Disease Policy Limit: $1,000,000
**Umbrella Liability:**
- Umbrella/Excess Liability Insurance on a follow form basis with a per occurrence and annual aggregate limit of $5 Million per location/project.
- Scheduled underlying policies must include General Liability and Automobile Liability.
- Policies shall be written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies.
- Umbrella coverage must be on a primary and non-contributory basis.

**Professional Liability:**
- Professional Liability Insurance (Errors and Omissions) covering at a minimum the scope of services for which Consultant has been retained for work on the Property.
  - Per occurrence $5,000,000
  - Self-insured retention shall not exceed $25,000.
  - Continuing in force by renewal or extended reporting period for a minimum of three (3) years following the final Closing under the Contract.

Consultant is responsible for its tools, equipment and all associated property insurance.

**Provisions applicable to all coverage:**
- Insurance carriers must have a "Best's Rating" of A or better and a minimum "Financial Size Category" of VIII or, in the alternative, be insured through a governmental risk retention group/pool. Insurance carriers must be admitted in the Commonwealth of Virginia, unless approved in writing by Seller.
- Buyers General Liability and Umbrella/Excess Liability insurance shall be endorsed to add Seller as an additional insured.
- The required insurance will cover Buyers, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) performing any work under any contract or agreement with Buyers.
- Buyers will cause each subcontractor retained by Buyers to purchase, obtain and maintain the required insurance prior to entering the Lots. Upon request of Seller, Buyers will provide Seller with copies of certificates of insurance evidencing the required insurance for each subcontractor.
- Buyers for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required under this Contract, hereby waives and releases Seller from liability for loss, damage or loss of property at the Property, which loss or damage is covered by such insurance, to the extent such damages are covered by Buyers policies of insurance or are required to be covered by the required insurance. This provision is intended to waive fully for the benefit of Seller and the other additional insureds any rights and/or Claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Buyers will obtain a waiver of any subrogation right that its insurers may acquire against Seller by virtue of payment of any such loss covered by such insurance.
- The project/job description and/or description of operations on all certificates, endorsements and other insurance documentation will read "All Work Performed on the Property owned by Additional Insureds."
- Concurrently with the execution of the Contract, Buyers will file with Seller certificates of insurance and endorsements showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. Upon the request of Seller, Buyers will provide Seller with certified copies of all policies as well as any subsequent policies and endorsements that Buyers are required to procure and maintain. Upon the request of
Seller or upon the expiration of any policy required herein, renewal certificates and endorsements for commercial general liability will be provided to Seller, at no expense to Seller, prior to expiration of such insurance, for a period of 1 year after the final Closing under the Contract. Such continuing insurance will comply with the requirements set forth in this Exhibit A.

- All insurance documentation evidencing the required insurance will be sent to Seller at the address provided in the Contract.

- If Buyers fail to procure, maintain or pay for the required insurance, Seller at its sole discretion may define other financial risk transfer mechanisms or secure the same or similar insurance coverage, in which event Buyers will pay the cost thereof and will furnish upon demand, all information that may be required. Seller will have the right to backcharge Buyers for such costs. The failure of Seller to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Buyers coverage based upon the evidence of insurance provided by Buyers will not be construed as a waiver by Seller of Buyers obligation to procure, maintain and pay for the required insurance. Notwithstanding any provision to the contrary contained herein, any waiver of the required insurance, including, without limitation, the amount or extent of coverage, may only be obtained by the prior written consent of Seller.

- The insurance requirements set forth herein will in no way limit Buyers liability arising under the Contract or related activities. The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits. The required minimum policy limits set forth in this Exhibit A will not be construed as a limitation of Seller's rights under any policy with higher limits, and no policy maintained by Buyers will be endorsed to include such a limitation. Nothing contained herein will be construed as limiting the type, quality or quantity of insurance coverage that Buyers should maintain. Buyers will be responsible for determining appropriate inclusions, coverage and limits which may be in excess of the minimum requirements set forth herein.

- The failure of Buyers to fully and strictly comply at all times with the insurance requirements set forth herein will be deemed a material breach of the Contract.

- Buyers will immediately notify (or cause its insurers or insurance broker to notify) Seller of receipt by Buyers of any notice of cancellation or rescission received from an insurance carrier referring to or relating to a policy provided in accordance with the provisions of this Contract.

- The Required insurance set forth in this Exhibit A is independent from all other obligations of Buyers under this Contract, and will apply whether or not required by any other provision of this Contract and regardless of the enforceability of any other provision in this Contract.
EXHIBIT B
WELL EASEMENT
Prepared by:
Michael J. Overson (VSB #83526)
Moyes & Associates, P.L.L.C.
21 North King Street
Leesburg, Virginia 20176

Return to:
Loudoun Commercial Title LLC
Five Wirt Street, SW, Suite 200
Leesburg Virginia 20175-2923

Grantee's Address:
11571 Greenwich Point Road
Reston, Virginia 20194

PIN: 242-19-5067-000

Underwriter: Chicago Title Insurance Company

Consideration: $1,198,000.00

Assessed Value: $746,530.00

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made this 27th day of April, 2016, by and between RANDOLPH D. ROUSE, TRUSTEE of the RANDOLPH D. ROUSE TRUST, u/t/d May 8, 1995 and as amended and restated November 24, 2004, as Grantor (the "Grantor"), and FLEETWOOD FARM & NURSERY LLC, a Virginia limited liability company, as Grantee (the "Grantee").

WITNESSETH:

THAT, for and in consideration of the sum of Ten Dollars ($10.00), and other good valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, with General Warranty and English Covenants of Title, unto the Grantee, all the following-described lot or parcel of land, together with improvements thereon, situate, lying and being in the County of Loudoun, Commonwealth of Virginia (the "Property"):

See Attached Exhibit A

AND BEING the same property conveyed to Grantor by deed dated May 30, 2008 and recorded among the land records of Loudoun County, Virginia as Instrument Number 20080530-0032919.

TOGETHER WITH the use and benefit of a well (the "Well") located on the adjacent

Page 1 of 3
property of Grantor (PIN 242-18-1260-000), which adjacent property is more particularly described as Parcel 1 in a deed dated December 24, 1999 and recorded among the land records of Loudoun County, Virginia in Deed Book 1743, at Page 998. The use and benefit of said Well is governed by an agreement dated September 6, 1974 and recorded among the land records of Loudoun County, Virginia in Deed Book 605, at Page 615 (the "Agreement"), and the location of said Well and the associated waterline are described in a deed dated February 28, 1989 and recorded among the land records of Loudoun County, Virginia in Deed Book 1033, at Page 879, and in the boundary survey plat attached thereto. Grantor hereby confirms that the aforementioned Well is still in use, and that the Grantee shall have the right to the continued use and benefit of the Well pursuant to, and in accordance with, the Agreement.

This conveyance is made subject to easements, conditions, covenants, rights-of-way, and restrictions of record insofar as they may lawfully affect the Property.

WITNESS the following signature and seal.

GRANTOR:

[Signature]

RANDOLPH D. ROUSE, TRUSTEE
of the RANDOLPH D. ROUSE TRUST
w/t/d May 8, 1995 and as amended and restated
November 24, 2004

STATE OF Virginia
CITY/COUNTY OF Loudoun

The foregoing instrument was acknowledged before me this 25th day of
July 2016 by RANDOLPH D. ROUSE, in his capacity as Trustee of the

Notary Public:

[Signature] (SEAL)

Notary registration number: 153958
My commission expires: 11/30/2019

Page 2 of 3
EXHIBIT C
ENTRY AGREEMENT
Exhibit C

RIGHT-OF-ENTRY AGREEMENT, RELEASE AND INDEMNITY

This Agreement is entered into by and among Timber Ridge at Hartland, LLC ("Owner") and __________________ (herein "Consultant").

WHEREAS, Owner owns that certain real property in Loudoun County being a described as the west side of Evergreen Mills Road, South of Ryan Road and further identified by Loudoun County Parcel Identification Nos. 242-28-8988 and 242-18-1260 (the "Property") which is subject to a contract dated ____________________________ with the Loudoun County School Board, a body politic, and the Board of Supervisors of Loudoun County, a body corporate and politic (collectively the "Buyers"); and the Buyers have requested that the Consultant be permitted the temporary right to enter onto the Parcel for the limited purpose of surveying, delineating wetlands and/or RPA, and environmental and geotechnical testing in order to determine the feasibility of the site for the intended use of the Buyers;

AND WHEREAS, Owner is willing to grant such right of entry, but only on the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, the parties hereby agree as follows:

Owner hereby grants unto the Consultant the temporary right to enter onto the Property solely for the limited purpose of surveying, delineating wetlands and/or RPA, Phase I environmental testing, and geotechnical testing. Consultant agrees that it will not cut any trees, grade or damage the Property in any way, and Consultant shall restore any damage to Property actually caused by it or its agents to substantially the same condition existing prior to such damage.

All work performed shall be done at the sole expense of Buyers in accordance with separate agreement between those parties, and at no expense to Owner. Consultant, on behalf of itself, its agents and its subcontractors, hereby waives any and all rights it may have or hereafter have, whether by statute, common law or contract, to assert a lien on or interest in the Property, including without limitation any mechanic’s or materialman’s lien.

Consultant, on behalf of itself and its respective owners, partners, employees, agents, subcontractors and anyone else entering the Property pursuant to this Agreement agree and acknowledge that entry onto the Property is at Consultant’s own risk, including without limitation any risks related to the condition of the Property, the presence of hunters and/or trespassers on the Property. Consultant hereby agrees to indemnify and hold harmless Owner and its assigns and successors in interest, from any and all expenses, damages and/or claims arising out of or in any way related to the actions or omissions of anyone entering the Property pursuant to this Agreement.
Additionally, from the date Consultant enters onto the Property and until this Agreement has expired, each of the parties designated herein as “Consultant”, whether one or more, shall maintain and shall cause all subcontractors of such Engineer who enter on the Parcel to maintain, with insurance companies licensed to do business in the Commonwealth of Virginia, insurance that satisfies the insurance requirements appended hereto as Exhibit A.

The permission hereby granted extends only to the Property described above, and not to any of the other parcels which Owner owns in Loudoun County or elsewhere. This right-of-entry constitutes a license, rather than an easement or other interest in the land. This license may be revoked by Owner by giving oral or written notice of revocation to Consultant at the address provided below, or in an emergency by any other method. Unless revoked sooner, this Right-of-Entry Agreement shall expire upon completion of the study requested by Buyers. However, the warranties, releases and duties of repair and indemnity created herein for the benefit of Owner shall survive the termination, revocation or expiration of this Agreement.

This Agreement is entered into with free consent of the undersigned, and each person signing on behalf of a party represents and warrants that they have all necessary right and authority to execute the Agreement and bind the party to all of its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

Owner: Timber Ridge at Hartland, LLC

By: ____________________________

Its: ____________________________

Date

Consultant: ____________________________

By: ____________________________

Its: ____________________________

Address: ____________________________