



FAIRFAX COUNTY  
SITE-SPECIFIC PLAN AMENDMENT PROCESS  
COUNTYWIDE

<b>Nomination Number</b>	CPN22-BR-002
<b>Supervisor District</b>	Braddock
<b>Parcel ID Number(s)</b>	56-2 ((1)) 1C
<b>Parcel Address(es)</b>	11727 Fairfax Woods Way, Fairfax, VA 22030
<b>Nominator</b>	EQR Fairfax Corner, L.L.C. (Lynne Strobel, Agent/Attorney)
<b>Plan Map Designation</b>	Residential, 8-12 du/ac
<b>Comprehensive Plan Recommendation for Nominated Property</b>	Base Plan: Residential, 4-8 du/ac Redevelopment Option: Office Mixed-Use up to 0.35 FAR
<b>Proposed Land Use</b>	Residential
<b>Summary of Proposed Comprehensive Plan Change</b>	The Nominator proposes to construct a mid-rise multi-family building with structured parking that contains up to 405 units within an existing multi-family development. The construction of a multi-family building will result in the loss of up to 70 existing multi-family units, or a net increase of up to 335 multi-family units on the Property. To accommodate this proposal, the Nominator proposes an option to the Plan text to allow an increase in the allowable FAR from 0.35 up to 0.42.



Lynne J. Strobel  
(703) 528-4700 Ext. 5418  
[lstrobel@thelandlawyers.com](mailto:lstrobel@thelandlawyers.com)

**WALSH COLUCCI  
LUBELEY & WALSH PC**

October 26, 2022

**Via Electronic Submission**

Leanna O'Donnell, Director  
Planning Division  
Fairfax County Department of Planning and Development  
12055 Government Center Parkway, Suite 730  
Fairfax, Virginia 22035

Re: Site-Specific Plan Amendment Nomination  
Fairfax County Tax Map Reference: 56-2 ((1)) 1C (the "Property")  
Nominator: EQR Fairfax Corner, L.L.C.

Dear Ms. O'Donnell:

On behalf of the Nominator, EQR Fairfax Corner L.L.C., please accept this letter as a statement of justification for a Site-Specific Plan Amendment ("SSPA") nomination on the Property. The Property is located on the north side of Monument Drive and the south side of Random Hills Road adjacent to Fairfax Corner, which is a mixed-use development comprised of office, retail and residential uses. The Property consists of approximately 45.35 acres, and is currently developed with 652 garden style apartments known as The Reserve at Fairfax Corner that were constructed in 2001.

The Property is located within Land Unit I of the Fairfax Center Area of the Area III Comprehensive Plan (the "Plan") and specifically within Sub-unit I1, which is designated as a "Non-Core" Area. The Base Plan recommendation for the Property is residential use at 4 to 8 dwelling units per acre ("du/ac"), with a specific recommendation under the Redevelopment Option as follows:

*This sub-unit is planned for office mixed-use development at an intensity of .35 FAR at the overlay level as a portion of the Fairfax Corner development, subject to the conditions located as outlined in Sub-unit B1. Sub-unit I1 is developed with multifamily residential uses at The Reserve at Fairfax Corner, which contains approximately 650 garden apartments.*

The Nominator proposes a multi-family building with up to 405 units to complement the existing residential development. The construction of the proposed multi-family building will result in the loss of up to 70 apartments, or a net increase of up to 335 units on the Property. Enhanced pedestrian connectivity to Fairfax Corner will be evaluated with this proposal. To accommodate these units, the Nominator proposes an option to the Plan text to allow an increase in the allowable FAR for the Property from 0.35 to 0.42. The requested increase in density is a

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reasonable transition from the 1.0 FAR allowed in the adjacent Core Area to the lower density residential uses located to the north and south of the Non-Core Area.

The Property is part of the Fairfax Center Suburban Center, which is envisioned in the Plan as a premiere place to live, work, and play. The specific guiding principles, which provide an overall framework for achieving the vision for the Fairfax Center Area, are consistent with the Nominator’s proposal. These guiding principles include: (1) Develop a central focal area comprised of the Government Center complex, Fairfax Corner, and the Fair Oaks Mall area; (2) Focus the most intense redevelopment near the planned transit/bus rapid transit (BRT) station east of Monument Drive and create a safe, convenient, and walkable environment, (3) Promote high-quality urban design; and (4) Provide opportunities for infill development.

Residential development near Fairfax Corner and the Government Center complex is consistent with Fairfax County’s goals for increasing affordable housing by adding to the overall supply of housing in the area. Specifically, it supports Land Use Objective 3, which states: “Fairfax County should maintain a supply of land sufficient to meet the needs for housing, commercial, industrial, institutional/public services, and recreational and leisure activities to support the Comprehensive Plan.” In addition to supporting the Plan’s Objectives, the proposal aligns with various Fairfax County adopted policies as outlined in the table below:

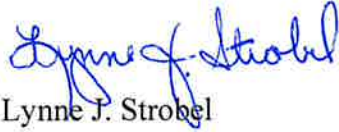
<b>Adopted Policy</b>	<b>Policy Goal</b>	<b>Alignment with Policy</b>
One Fairfax Policy	Housing opportunities in mixed-use areas accessible to multiple modes of transport.	The Property is within walking distance of the public transit facility that is under construction at the corner of Monument Drive and Government Center Parkway.
Strategic Plan	Mixed-income and diverse types of housing developments on transit routes for a range of income levels.	The proposed multi-family units are anticipated to be smaller than the surrounding apartments, thereby diversifying the housing stock.
Housing Strategic Plan	Provide enough housing that is affordable to support growth and meet current and anticipated housing needs.	The Property is proximate to Fairfax Corner, the Government Center complex, and the Fair Oaks Mall area. The Nominator’s proposal will add housing in an area with employment opportunities and retail services.
Economic Success Plan	Focus on mixed-use communities that offer transportation options.	The Property has access to multiple modes of transit, and is adjacent to Fairfax Corner, a mixed-use development.

The Nominator’s proposal will address Fairfax County’s need for housing and diversify the type of housing in an established mixed-use area. I would appreciate the consideration of this SSPA nomination and its inclusion in the Comprehensive Plan Amendment Work Program for 2023. It is the Nominator’s intent to file a rezoning application for the Property to be reviewed concurrently with the Plan amendment should the Board authorize the requested nomination.

As always, I appreciate your cooperation and assistance.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.



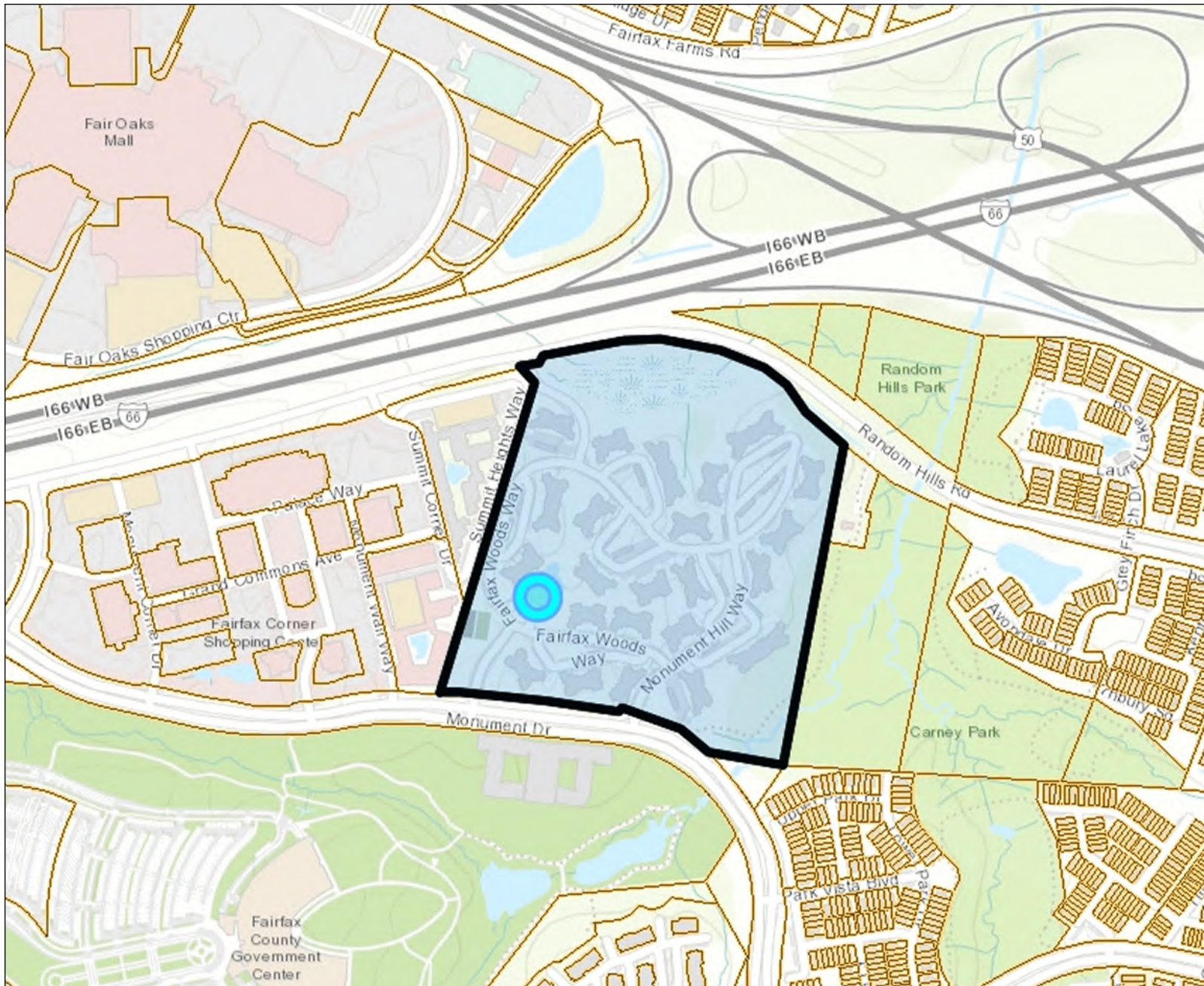
Lynne J. Strobel

cc: Aubrey Dennis-King Fenton  
Shelton Whitley  
Peter Rinek  
Ed Ignacio  
Kelly Posusney





# Equity Residential SSPA Nomination Map

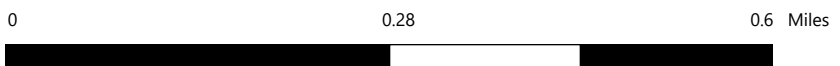


**Legend**

- Parcels

**Notes:**

Tax Map: 56-2 ((1)) 1C  
 Address: 11727 Fairfax Woods Way,  
 Fairfax, VA 22030

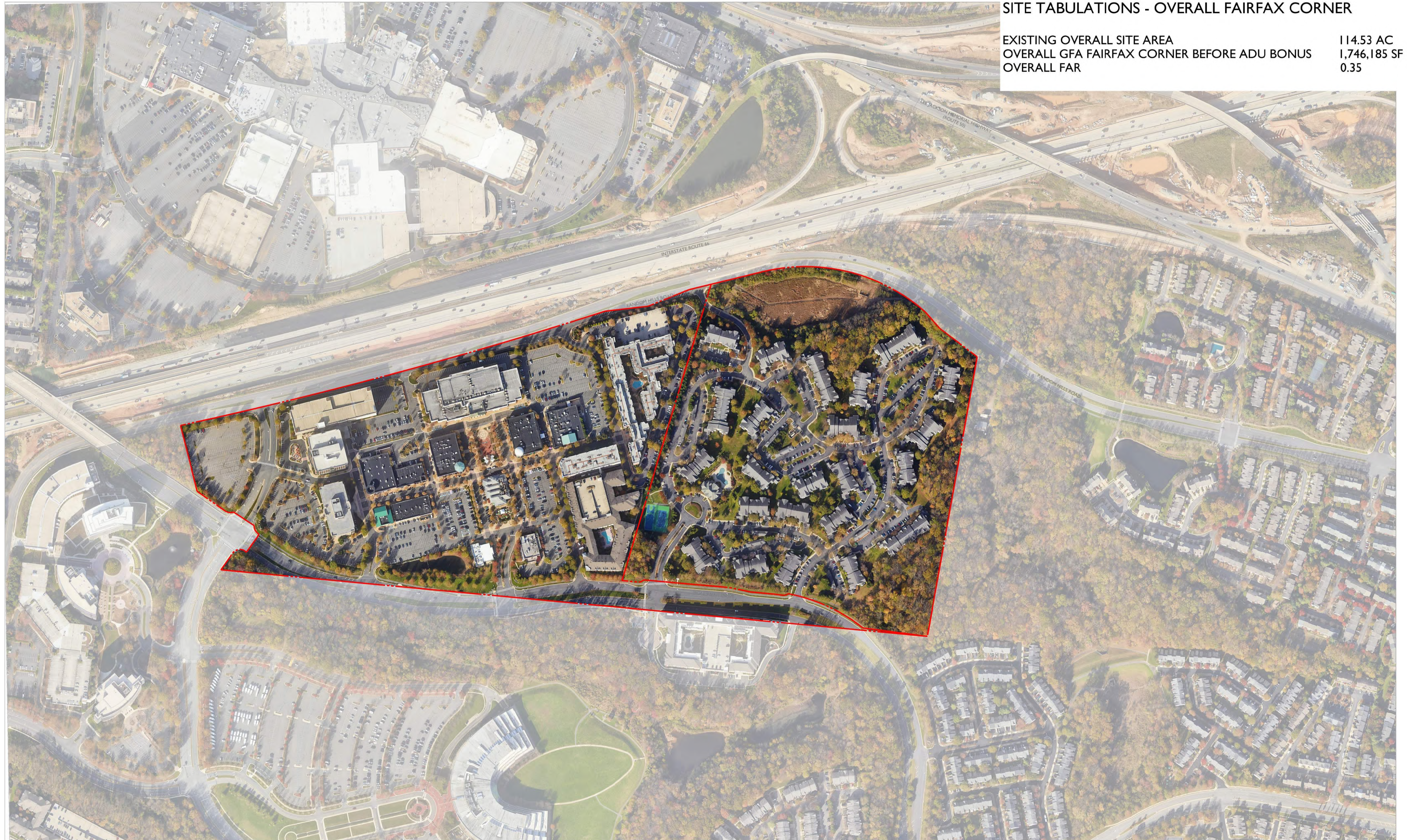


This map is intended for reference purposes only. Fairfax County does not provide any guarantee of the accuracy or completeness regarding the map information.

Map produced: 10/6/2022



# OVERALL FAIRFAX CORNER EXISTING CONDITIONS

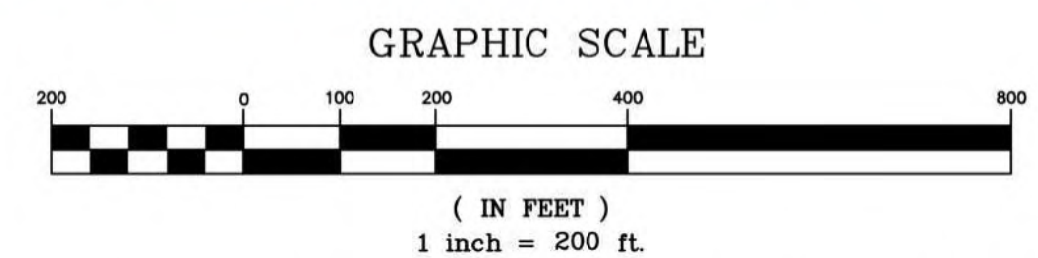


## SITE TABULATIONS - OVERALL FAIRFAX CORNER

EXISTING OVERALL SITE AREA	114.53 AC
OVERALL GFA FAIRFAX CORNER BEFORE ADU BONUS	1,746,185 SF
OVERALL FAR	0.35



## THE RESERVE AT FAIRFAX CORNER FAIRFAX COUNTY, VA





# LAND BAY D EXISTING CONDITIONS EXHIBIT

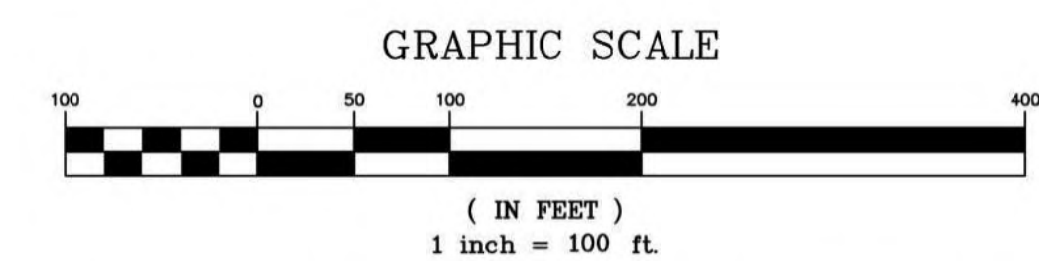
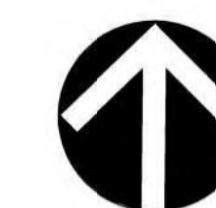


## SITE TABULATIONS - LAND BAY D

EXISTING SITE AREA	47.88 AC
EX. RESIDENTIAL GFA	582,062 SF
EX. FAR	0.27



## THE RESERVE AT FAIRFAX CORNER FAIRFAX COUNTY, VA



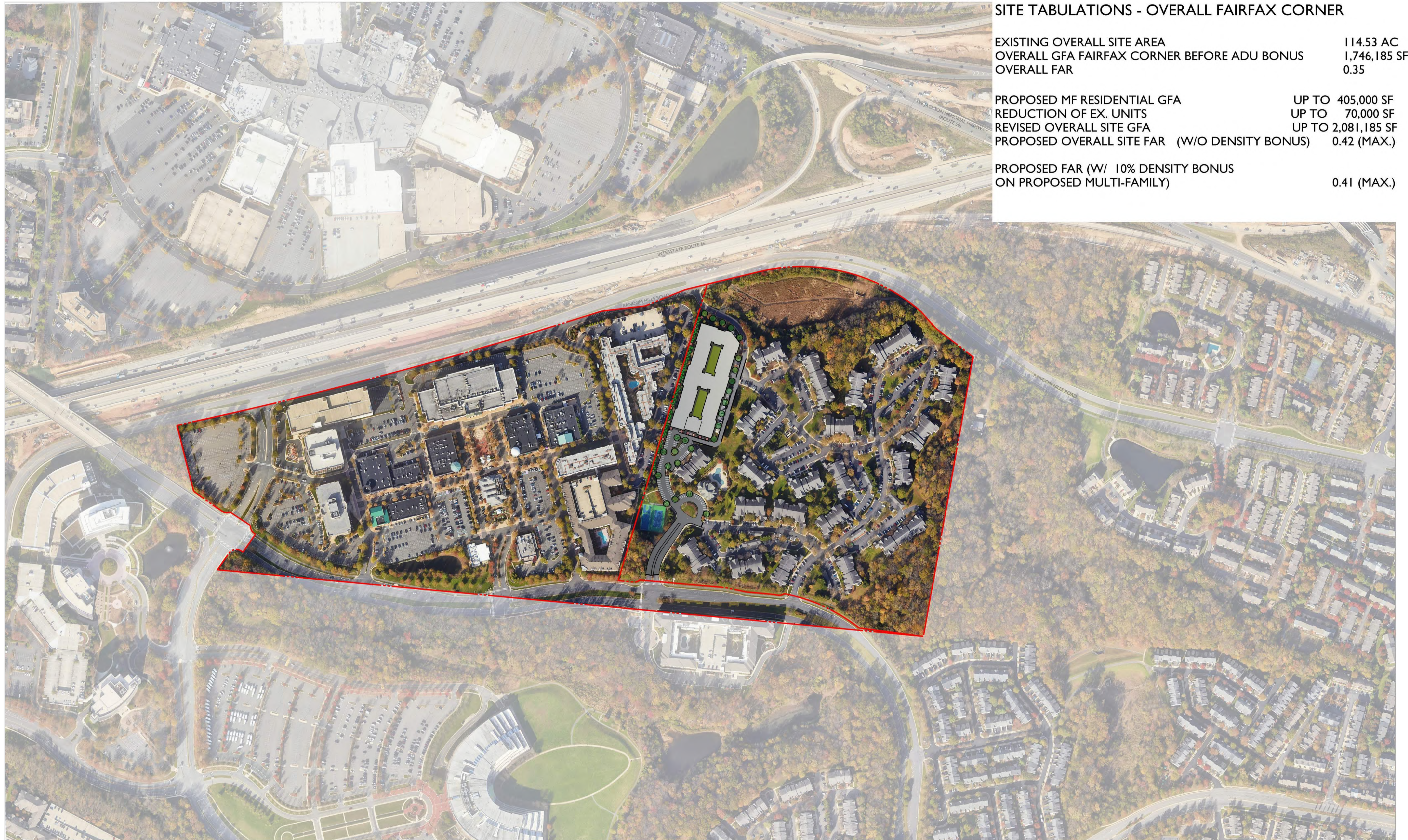
SEPTEMBER 2022  
PN# 6119



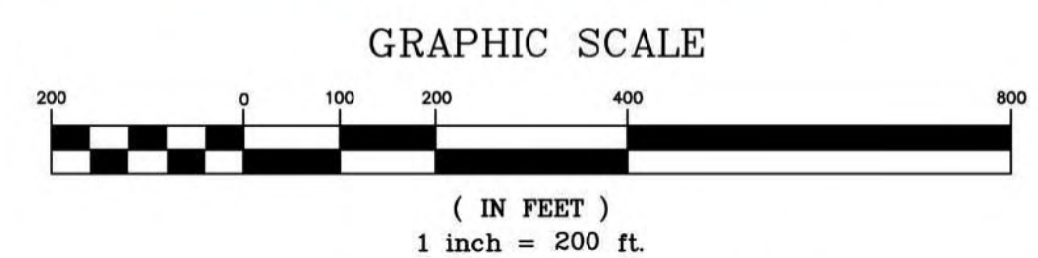
# OVERALL FAIRFAX CORNER W/ LAND BAY D CONCEPT

## SITE TABULATIONS - OVERALL FAIRFAX CORNER

EXISTING OVERALL SITE AREA	114.53 AC
OVERALL GFA FAIRFAX CORNER BEFORE ADU BONUS	1,746,185 SF
OVERALL FAR	0.35
PROPOSED MF RESIDENTIAL GFA	UP TO 405,000 SF
REDUCTION OF EX. UNITS	UP TO 70,000 SF
REVISED OVERALL SITE GFA	UP TO 2,081,185 SF
PROPOSED OVERALL SITE FAR (W/O DENSITY BONUS)	0.42 (MAX.)
PROPOSED FAR (W/ 10% DENSITY BONUS ON PROPOSED MULTI-FAMILY)	0.41 (MAX.)

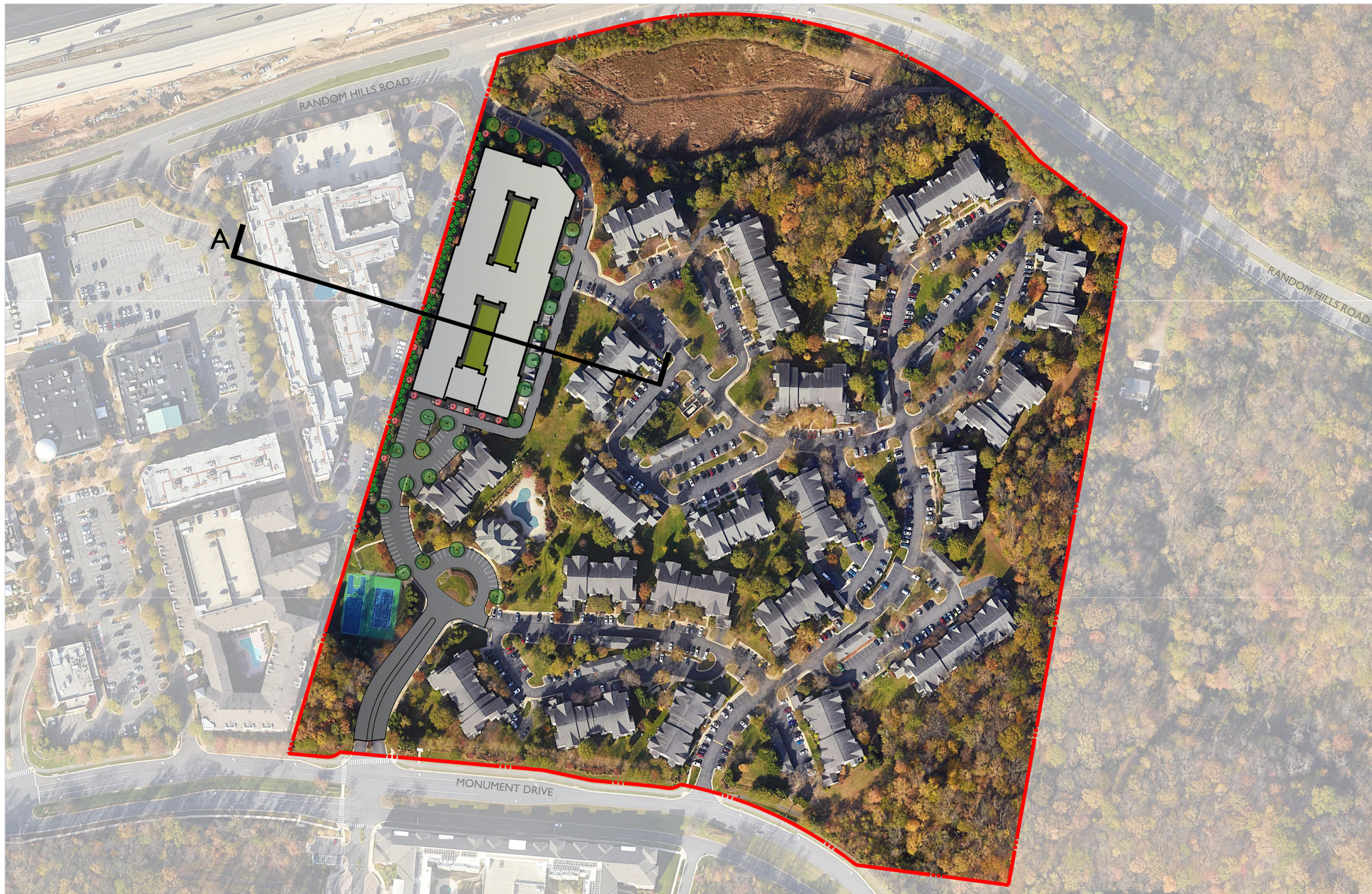


## THE RESERVE AT FAIRFAX CORNER FAIRFAX COUNTY, VA



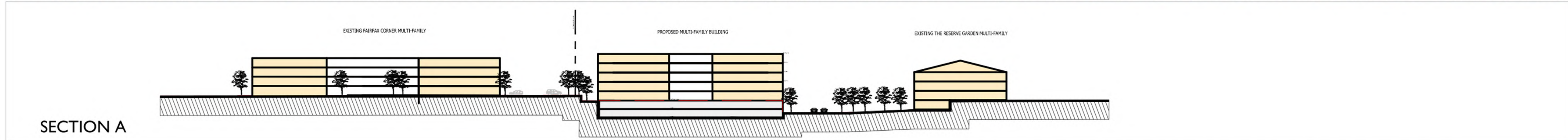


# LAND BAY D CONCEPT SKETCH CONTEXT EXHIBIT

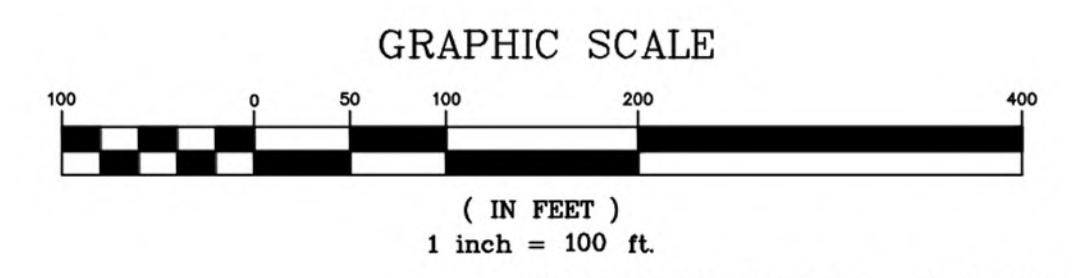


## SITE TABULATIONS - LAND BAY D

EXISTING SITE AREA	47.88 AC
EX. RESIDENTIAL GFA	582,062 SF
EX. FAR	0.27
PROPOSED MF RESIDENTIAL GFA	UP TO 405,000 SF
REDUCTION OF EX. UNITS	UP TO 70,000 SF
EX. RESIDENTIAL GFA	582,062 SF
TOTAL PROPOSED GFA	UP TO 917,062 SF
PROPOSED FAR (W/O DENSITY BONUS)	0.44 (MAX.)
PROPOSED FAR W/ 10% DENSITY BONUS (ON PROPOSED MULTI-FAMILY)	0.42 (MAX.)



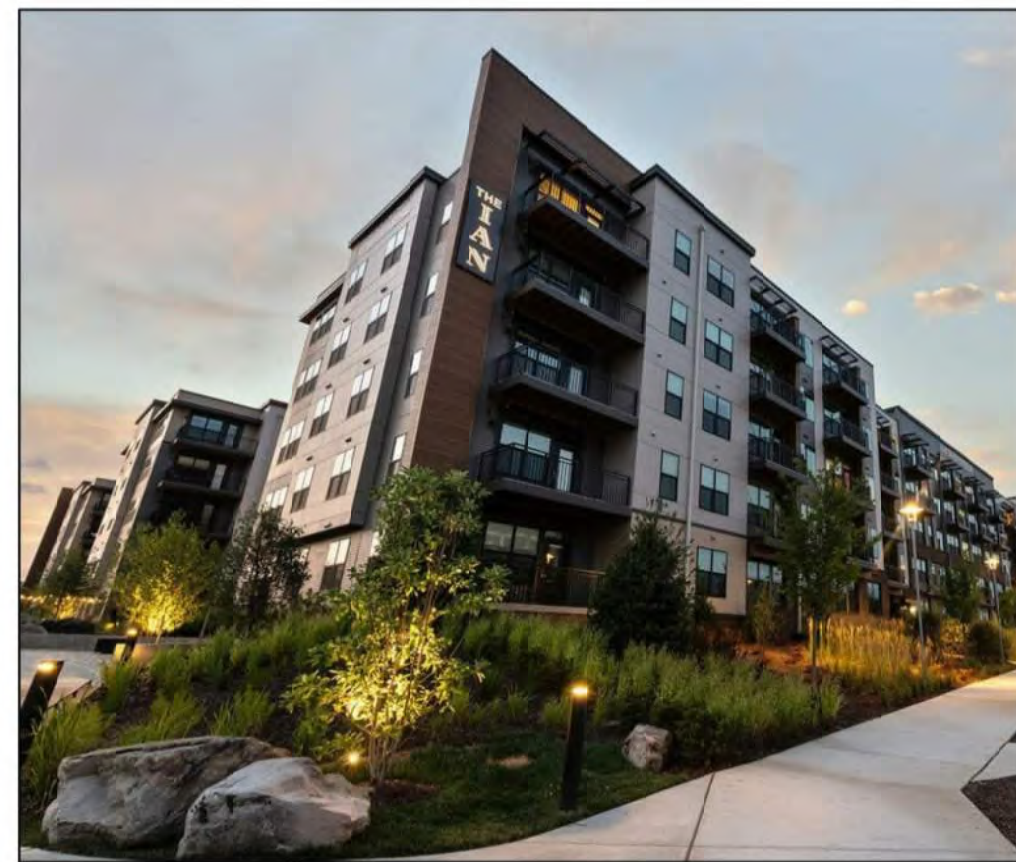
## THE RESERVE AT FAIRFAX CORNER FAIRFAX COUNTY, VA



SEPTEMBER 2022  
PN# 6119



# LAND BAY D CONCEPT SKETCH



ARCHITECTURAL PRECEDENT IMAGERY



## SITE TABULATIONS PROPOSED MULTI-FAMILY

PROPOSED MF RESIDENTIAL GFA  
UP TO 405,000 SF

PROPOSED NEW UNITS UP TO 405  
(±1,000 SF/ UNIT)

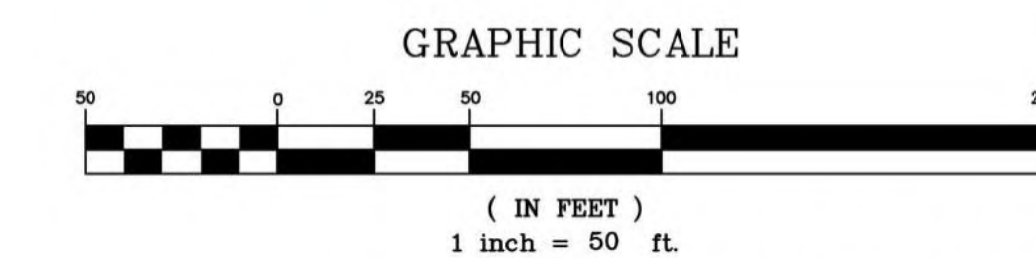
REDUCTION OF EX. UNITS UP TO 70

PARKING REQUIRED 1.6 SP/UNIT

PARKING PROVIDED  
STRUCTURED PARKING  
(COUNTY PARKING REQUIREMENTS  
WILL BE MET SUBJECT TO POSSIBLE  
PARKING REDUCTION)



## THE RESERVE AT FAIRFAX CORNER FAIRFAX COUNTY, VA



SEPTEMBER 2022  
PN# 6119



portion of Sub-unit H4, while residential uses are generally located on the eastern portion of the sub-unit. The Windsor Mews townhouse development is developed in the eastern portion of the sub-unit at the overlay level of 8 dwelling units per acre.

Retail development in this sub-unit developed subject to the following conditions:

- Any retail development in Sub-unit H4 should be designed to complement and not adversely impact the low density residential character of neighborhoods south of the shopping center. The retail development in Sub-unit H4 should be designed as a single, integrated center and not appear as a strip commercial center.
- Parking areas should be sufficiently landscaped. This should be accomplished through a combination of appropriate building orientation and sufficient berming and landscaping to adequately screen the retail center from Lee Highway and complement the low density residential character planned and established along the Route 29 corridor in the Fairfax Center Area.
- Free-standing retail pads are discouraged but if approved must be well integrated with the larger retail center and with one another in terms of scale, materials and overall architectural and site design. Free-standing retail uses must also have a buffer area of sufficient width, berming and landscaping to adequately screen and buffer these retail uses from views along Lee Highway, be clustered around centralized parking, and be accessed internally to avoid the appearance of strip commercial use along Lee Highway and West Ox Road. Retail signage, lighting and planting should be well integrated and not impact the surrounding residential neighborhoods to the east and south.
- A retail center should be approved only if the following transportation needs are met: retail use should be allowed only if it can be demonstrated that access can be provided to and from West Ox Road without impeding the operation of the Fairfax County Parkway interchange; traffic generated by the proposed use should not impact adversely the operation of the area road system; any proposed access design must be approved by VDOT and the Department of Transportation.

### **Sub-unit H5**

Baseline: Residential use at 1 dwelling unit per acre

Overlay: Residential use at 6 dwelling units per acre

This sub-unit contains the Alden Glen residential townhouse community that is planned for and developed with residential development at 6 dwelling units per acre.

## **LAND UNIT I**

### **CHARACTER**

This land unit is located north of Lee Highway, east of Fairfax Corner and the Government Center, south of I-66 and Lee-Jackson Memorial Highway, and west of Ridge Top Road. The land unit contains multifamily and townhouse residential neighborhoods and a grocery store.

## RECOMMENDATIONS

Land Use**Sub-unit I1**

Baseline: Residential use at 4 dwelling units per acre; residential use at 8 dwelling units per acre

Overlay: Office mixed use up to .35 FAR

This sub-unit is planned for office mixed-use development at an intensity of .35 FAR at the overlay level as a portion of the Fairfax Corner development, subject to the conditions located as outlined in Sub-unit B1. Sub-unit I1 is developed with multifamily residential uses at The Reserve at Fairfax Corner, which contains approximately 650 garden apartments.

**Sub-unit I2**

Baseline: Residential use at 1 dwelling unit per acre; residential use at 2 dwelling units per acre

Overlay: Residential use at 16 dwelling units per acre

This area is planned for residential development at 16 dwelling units per acre and is developed with a mix of townhouses and multifamily residential units. In addition, a hotel-use is planned for and located within the area along Random Hills Road. Residential development in this sub-unit developed subject to the following conditions:

- A community center and recreational facilities of adequate size should be provided for the use of the residents within the planned neighborhood. Usable public park land should also be dedicated to the County Park Authority.
- Development of the sub-unit should preserve and integrate tree cover to complement the design of the site. A 25-foot landscape buffer to include a berm not less than three feet in height with appropriate landscaping material as approved by Department of Planning and Zoning and the County Arborist is recommended along the eastern boundary of the area planned for residential use in order to protect it from the commercial development existing or planned east of Ridge Top Road.
- Due to the proximity of the site to I-66, noise attenuation measures may be needed.

**Sub-unit I3**

Baseline: Office use up to .25 FAR; public facilities use

Overlay: Office mixed use up to .35 FAR; public facilities use

This sub-unit contains the residential component of the Fairfax County Government Center development. Sub-unit I3 together with Sub-unit B2 and Land Unit F are planned for office-mixed-use and the overall FAR should not exceed .35.

Buffering measures should be incorporated to mitigate potential impacts on adjacent residential communities. Pedestrian linkages to the Fairfax Center core area are essential to the achievement of the objectives of the Plan.



## Fairfax County Land Records Cover Sheet - DEED OF DEDICATION

**Instrument(s)**

DEDICATION

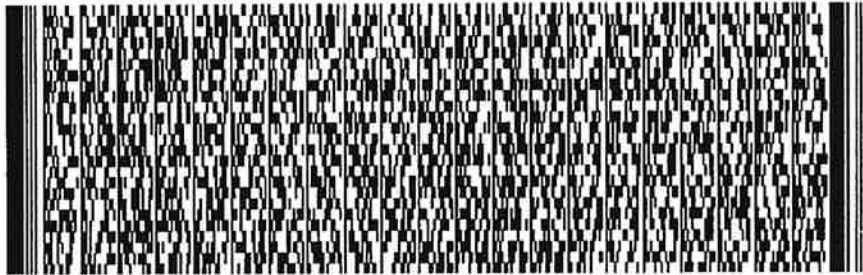
**Grantor(s)**

EQR FAIRFAX CORNER LLC \_F\_N; EQR FAIRFAX CORNER II LLC \_F\_N; LAWYERS TITLE REALTY SERVICES INC \_F\_T; ...

**Grantee(s)**

EQR FAIRFAX CORNER LLC \_F\_N; EQR FAIRFAX CORNER II LLC \_F\_N; LAWYERS TITLE REALTY SERVICES INC \_F\_T; ...

<b>Consideration</b>		<b>Consideration %</b>	100
<b>Tax Exemption</b>	None	<b>Amount Not Taxed</b>	
<b>DEM Number</b>		<b>Tax Map Number</b>	056-2- /01/00/0001/C
<b>Original Book</b>		<b>Original Page</b>	
<b>Title Company</b>		<b>Title Case</b>	
<b>Property Descr.</b>	RANDOM HILLS ROAD PHASE II		
<b>Certified</b>	No	<b>Copies</b>	0
		<b>Page Range</b>	



THIS DEED OF DEDICATION, EASEMENT AND VACATION is made this 27th day of July, 2004, by and between EQR-FAIRFAX CORNER, L.L.C., a Delaware limited liability company, and EQR-FAIRFAX CORNER II, L.L.C., a Delaware limited liability company, also known of record as Lincoln-Fairfax Corner, L.L.C., a Delaware limited liability company (collectively, the "Owner") (Grantor and Grantee); LAWYERS TITLE REALTY SERVICES, INC., a Virginia corporation, Trustee ("Trustee") (Grantor and Grantee); FANNIE MAE, Beneficiary ("Beneficiary") (Grantor and Grantee); and THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("County") (Grantor and Grantee).

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property situate in Fairfax County, Virginia, with tax map number 56-2-((1))-0001-C (the "Property"), as shown on the plat attached hereto and incorporated herein by this reference (Plat R.P. #1166), dated April, 2004, entitled "Record Plat Showing RANDOM HILLS ROAD PHASE II on the Property of EQR-FAIRFAX CORNER LLC & EQR-FAIRFAX CORNER II LLC DB. 13042 PG. 1529, DB. 12486 PG. 1470 and DB. 12486 PG. 1479," and prepared by Urban Engineering & Associates, Inc. of Chantilly, Virginia (the "Plat"), having acquired the Property by deeds recorded in Deed Book 12486, at page 1470, in Deed Book 12486, at 1479, and in Deed Book 13042, at page 1529, all among the land records of Fairfax County, Virginia ("Land Records"); and

WHEREAS, it is the desire and intent of the Owner to dedicate, grant, and convey a portion of the Property for public street purposes in accordance with this Deed of Dedication, Easement and Vacation and the Plat; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the County the easements in the locations as shown on the Plat; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated April 8, 2004, and recorded in Deed Book 15890, at page 612, and assigned in Deed Book 15891, at page 1360, among the Land Records ("Deed of Trust"),

DIRECTOR OF PUBLIC WORKS & ENVIRONMENTAL SERVICES  
OFFICE OF SITE DEVELOPMENT SERVICES  
8058 RA 18-5-02  
DOCUMENT CONTROL NUMBER

Top Map No. 56-2-((1))-0001-C

(SSB/JAB) (Box 52)

Reed Smith LLP  
3110 Fairview Park Drive, Suite 1400  
PO Box 12001  
Falls Church, Virginia 22042  
(607907.00434)

the Trustee, in trust, to secure the repayment of a certain indebtedness payable unto Beneficiary, as more specifically set forth therein; and

WHEREAS, it is the desire and intent of the County to vacate those portions of the sanitary sewer easements shown on the Plat and labeled thereon as "Ex. Sanitary Sewer Easement DB. 11053 PG. 703 Hatched Portion Hereby Vacated" (the "Existing Sanitary Sewer Easements"), being portions of the sanitary sewer easements acquired by the County by deed recorded in Deed Book 11053, at page 703, among the Land Records; and

WHEREAS, it is the desire and intent of the County to vacate those portions of the floodplain and storm drainage easements shown on the Plat and labeled thereon as "Ex. Floodplain and Storm Drainage Esm't. DB. 11053 PG. 703 Portion Within Proposed R/W Hereby Vacated" and "Ex. Floodplain and Storm Drain Easement DB. 11053 PG. 703 Hereby Vacated" (the "Existing Floodplain Easements"), being portions of the floodplain and storm drainage easements acquired by the County by deed recorded in Deed Book 11053, at page 703, among the Land Records; and

WHEREAS, it is the desire and intent of the County to vacate that portion of the conservation easement shown on the Plat and labeled thereon as "Ex. EQC and Conservation Easement DB. 11053 PG. 703 Portion Within Proposed R/W Hereby Vacated" (the "Existing Conservation Easement"), being a portion of the conservation easement acquired by the County by deed recorded in Deed Book 11053, at page 703, among the Land Records.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner does hereby dedicate to public street purposes and convey to the County, in fee simple, the 0.2320 acres (10,106 square feet) of the Property labeled on the Plat as "Hereby Dedicated for Public Street Purposes." This dedication is made in accordance with the statutes made and provided therefore.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby

acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Storm Drainage Easements for the purpose of constructing, operating, maintaining, adding to or altering present or future storm drainage facilities, sewers and appurtenances for the collection of storm drainage and its transmission through and across the Property, in the locations as more particularly bounded and described on the Plat, subject to the following conditions:

1. All storm drainage and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the County, its successors and assigns.
2. The County and its agents or assigns shall have full and free use of the easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right of access to and from the rights-of-way and the right to use adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easements being conveyed, deemed by it to interfere with the proper construction, operation and maintenance of said drainage facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.
4. The Owner reserves the right to make any use of the easements which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the

County for the purposes named; provided, however, that no use shall be made of the easements which shall interfere with the natural drainage.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, a Sanitary Sewer Easement for the purpose of constructing, operating, maintaining, adding or altering present or future sanitary sewer lines, plus necessary inlet structures, manholes and appurtenant facilities for the collection of sanitary sewage and its transmission through and across the Property, in the location as more particularly bounded and described on the Plat, subject to the following conditions:

1. All sewers, manholes, inlet structures and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the County, its successors and assigns.
2. The County and its agents or assigns shall have full and free use of the easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and the right to use adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement being conveyed, deemed by it to interfere with the proper construction, operation and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to construct and maintain roadways over the easement and to make any use of the easement which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement by the County for the purposes named; provided, however, that the Owner shall not erect any building or structure, except a fence, on the easement without the prior written approval of the County.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant unto the County, its successors and assigns, a Trail Easement for the purpose of constructing, operating and maintaining a public trail through and across the Property, in the location as more particularly bounded and described on the Plat. The easement shall be subject to the following terms and conditions:

1. All facilities installed in the easement and right-of-way shall be and remain the property of the County, its successors and assigns.
2. The County and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement and right-of-way, including the right of reasonable access to and from the right-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the trail; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of

trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement by the County for the purposes named; provided, however, that Owner shall not erect any building or other structure, excepting a fence running parallel to the easement, on the easement, without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey to the County, its successors and assigns, a Sight Distance Easement through and across the Property, in the location as more particularly bounded and described on the Plat, subject to the following terms and conditions:

1. The Owner, its successors and assigns, shall not place any structure, plant or object within the easement more than two feet in height.

2. The Owner, its successors and assigns, agree to cut and trim all plants in order to maintain the height limit. The County shall have the right, but not the obligation, to enter the Property in order to maintain the height limit if the Owner fails to do so at any time. The cost of such work shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

3. The Owner reserves the right to make any use of the Property that will not be inconsistent with the easement.

4. The Owner agrees that the agreements and covenants stated in paragraphs 1, 2 and 3 above are not covenants personal to the Owner but are covenants running with the land, which are and shall be binding upon the Owner, its heirs, personal representatives, successors and assigns, as owner of the Property.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby grant and convey unto the County, its successors and assigns, Temporary Construction Easements for the purpose of performing construction and grading work and activities on, through and across the Property, to establish a new and permanent grade thereon, in the locations as more particularly bounded and described on the Plat, subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easements and rights-of-way, including the right of reasonable access to and from the rights-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, grading, or maintenance of the Property; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions, or the reestablishment of the original grading on the Property.
3. The Owner reserves the right to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the County for the purposes named, provided, however, that Owner shall not erect



any building or other structure, including a fence, on the easements, without obtaining the prior written approval of the County.

4. The easements shall terminate upon the completion of the project; provided, however, that the Owner covenants not to modify the grade established prior to termination without the prior written approval of the County.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the County does hereby vacate, release, and extinguish all of its right, title and interest in and to those portions of the Existing Sanitary Sewer Easements, the Existing Floodplain Easements and the Existing Conservation Easement as shown on the Plat as "Hereby Vacated".

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Trustee, as authorized to act by Beneficiary, as shown by its execution hereof, does hereby release and discharge from the lien of the Deed of Trust that portion of the Property dedicated for public street purposes and does hereby subordinate the lien of the Deed of Trust to the easements granted herein as shown on the Plat.

TO HAVE AND TO HOLD that portion of the Property dedicated for public street purposes unto the Owner, its successors and assigns, fully released and discharged from the lien and operation of the Deed of Trust.

It is expressly understood that the release of the portion of the Property described above from the lien of the Deed of Trust and the subordination of the lien of the Deed of Trust to the easements granted herein as more particularly bounded and described on the Plat shall not affect in any way the lien of the Deed of Trust upon the other land conveyed thereby and not released hereby or subject to said easements, and the Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby, subject to said subordination.

This Deed of Dedication, Easement and Vacation is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Fairfax County, Virginia, as shown by the signatures affixed to this Deed and the Plat, and is with the free consent and in accordance with the desire of the Owner, owners and proprietors of the land within the bounds of the subdivision, and the Trustee.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

**EQR-Fairfax Corner, L.L.C.**, a Delaware limited liability company

By: ERP Operating Limited Partnership, its manager

By: Equity Residential, a Maryland real estate investment trust, its general partner

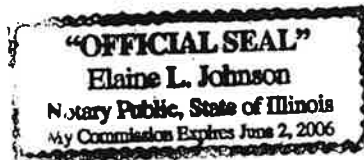
By: [Signature]  
Name: GREG H SMITH  
Its: EXECUTIVE VP

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of AUGUST, 2004, by GREG H. SMITH, as EXECUTIVE VICE PRESIDENT of \*EQR-FAIRFAX CORNER, L.L.C., on behalf of the company.  
\*Equity Residential, a Maryland real estate investment trust, general partner of ERP Operating Limited Partnership, manager of

[Signature]  
Notary Public

My Commission Expires: 6/2/2006



**EQR-Fairfax Corner II, L.L.C.**, a Delaware limited liability company

By: ERP Operating Limited Partnership, its manager

By: Equity Residential, a Maryland real estate investment trust, its general partner

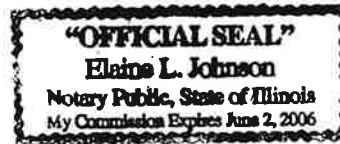
By: [Signature]  
Name: GREG H SMITH  
Its: EXECUTIVE VP

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2004, by GREG H SMITH, as EXECUTIVE VICE PRESIDENT of \*EQR-FAIRFAX CORNER II, L.L.C., on behalf of the company.  
\*Equity Residential, a Maryland real estate investment trust, general partner of ERP Operating Limited Partnership, manager of

[Signature]  
Notary Public

My Commission Expires: 6/2/2006



LAWYERS TITLE REALTY SERVICES, INC.,  
TRUSTEE

By: T. Keith Cruttenden  
Name: T. KEITH CRUTTENDEN  
Title: AVP

COMMONWEALTH OF VIRGINIA  
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August,  
2004, by KEITH CRUTTENDEN, as ASST. V. P. of  
LAWYERS TITLE REALTY SERVICES, INC, TRUSTEE, on behalf of the corporation.

William H. Ziegler, Jr.  
Notary Public

My Commission Expires



FANNIE MAE,  
BENEFICIARY

By: Michael W. Dick  
Name: MICHAEL W. DICK  
Title: ASSISTANT VICE PRESIDENT

STATE OF Maryland  
COUNTY OF Maryland

The foregoing instrument was acknowledged before me this 27 day of July,  
2004, by Michael W. Dick, as Asst. Vice Pres. of  
FANNIE MAE, BENEFICIARY, on behalf of the corporation.

Katrina Cephas  
Notary Public

My Commission Expires: 8-20-07



Executed and accepted on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by said Board.


APPROVED AS TO FORM:

  
 County Attorney

Asst   
 Director, Office of Site Development Services  
 LAND

COMMONWEALTH OF VIRGINIA )  
COUNTY OF FAIRFAX ) to wit

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2004, by Michelle Brickner Asst Director, Office of Site Development Services, on behalf of the Board of Supervisors of Fairfax County, Virginia. land

  
Notary Public

My Commission Expires:

12/31/06

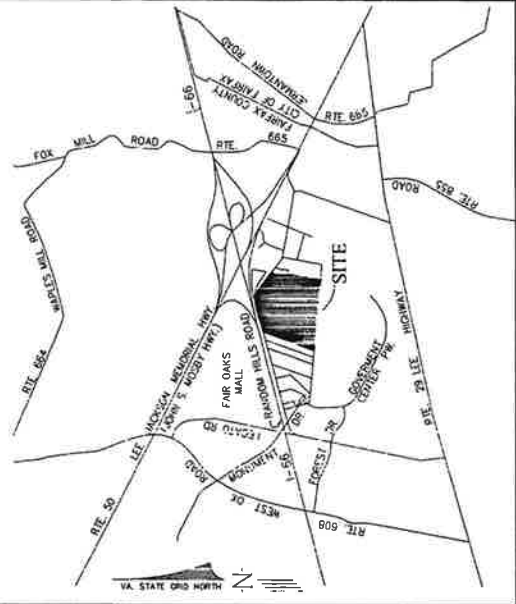
**NOTES**

1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON FAIRFAX COUNTY TAX ASSESSMENT MAP 056-2-01-0001-C AND IS CURRENTLY ZONED PDC-C.
2. OWNER: E&F FAIRFAX CORNER LLC • E&F FAIRFAX CORNER II LLC DEED BOOK 13042 PAGE 1523, DEED BOOK 12481 PAGE 1136 AND DEED BOOK 12474 ALL EASEMENTS FOR THE DRAINAGE OF NATURAL OR STORM WATERS ARE HEREBY ASSIGNED TO FAIRFAX COUNTY.
3. THE APPROVAL OF THESE PLANS SHALL IN NO WAY RELIEVE THE DEVELOPER OR HIS AGENT OF ANY LEGAL RESPONSIBILITIES WHICH MAY BE REQUIRED BY THE CODE OF VIRGINIA OR ANY ORDINANCE ENACTED BY THE COUNTY OF FAIRFAX REFERENCED TO THE 1993 VIRGINIA STATE GRID NORTH.
4. THIS PLAT FULLY COMPLIES WITH THE NEWLY ADOPTED AMENDMENTS TO THE CHESAPEAKE BAY ORDINANCE DATED NOVEMBER 17, 2003.
5. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN.

**WETLANDS CERTIFICATE**

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES. PROPERTY OWNER and/or DEVELOPER:

BY: URBAN ENGINEERING & ASSOCIATES, AUTHORIZED REPRESENTATIVE  
 NAME: Kevin P. O'Connor  
 TITLE: DIRECTOR OF SURVEYS



VICINITY MAP  
 SCALE: 1" = 2,000'

THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER

M.A.A. 6/30/04

**FINAL PLAT**  
 RECOMMENDED FOR APPROVAL  
 FAIRFAX COUNTY  
 DATE: 6/30/04 BY: M.A.A.  
 APPROVED FOR: BOARD OF SUPERVISORS FAIRFAX COUNTY VIRGINIA  
 DATE: 9/7/04 BY: M.A.A.

**APPROVED**  
 COUNTY OF FAIRFAX  
 OFFICE OF BUILDING CODE SERVICES  
 PERMITS AND INSPECTION SECTION  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**LINE DATA**

LINE	BEARING	DISTANCE
L1	N 67°48'24" W	67.04
L2	S 30°37'58" W	23.35
L3	S 62°24'19" E	26.57
L4	N 24°24'30" E	24.03
L5	S 12°24'19" E	53.93
L6	S 19°31'02" W	48.40
L7	N 35°22'59" E	71.87
L8	N 71°22'59" E	26.90
L9	N 37°37'00" W	26.90
L10	S 68°05'00" W	79.38
L11	N 76°19'47" W	34.81
L12	S 11°01'24" W	15.13
L13	S 74°35'00" W	32.51
L14	N 87°21'51" W	35.29
L15	S 35°35'52" W	93.41
L16	S 79°21'04" W	78.83
L17	S 49°37'41" W	65.32
L18	N 34°16'38" W	14.91
L19	N 87°17'45" W	105.05
L20	S 58°47'02" W	48.94
L21	N 3°09'16" W	25.83
L22	N 05°36'52" E	30.25
L23	N 59°23'22" W	41.36
L24	N 80°24'07" W	80.35
L25	N 34°16'38" W	48.05
L26	N 79°25'37" W	14.56
L27	N 01°05'10" W	47.44
L28	S 16°10'31" E	46.30
L29	S 35°03'20" E	49.10
L30	S 38°35'47" E	74.84
L31	S 10°22'41" E	14.12
L32	S 14°02'55" E	20.65
L33	S 54°45'05" E	29.28
L34	S 16°55'22" E	40.71
L35	S 27°19'35" E	41.29
L36	S 14°02'55" E	30.17
L37	N 05°30'33" E	10.64
L38	S 16°55'22" E	30.34
L39	S 15°03'15" W	15.00
L40	S 16°55'22" E	40.71
L41	S 34°41'45" E	8.13
L42	S 72°37'57" E	43.33
L43	N 75°04'00" E	267.62
L44	N 71°00'30" W	218.99

**CURVE DATA**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	833.18	258.56	257.54	N 85°08'55" E	130.31°	174.00
C2	955.05	241.63	237.06	S 87°06'01" E	137.63°	336.37
C3	955.05	241.63	237.06	S 87°06'01" E	137.63°	336.37
C4	22.20	8.41	9.34	N 80°48'55" E	246.50	4.74

AREA TABULATION  
 TOTAL AREA OF STREET DEDICATION 10,06 SF OR 0.2320 ACRES  
 TOTAL AREA OF STREET DEDICATION 10,06 SF OR 0.2320 ACRES

RECORD PLAT SHOWING  
 PHASE II  
 RANDOM HILLS ROAD

ON THE PROPERTY OF  
 E&F FAIRFAX CORNER LLC • E&F FAIRFAX CORNER II LLC  
 DB. 13042 PG. 1523, DB. 12481 PG. 1136  
 AND DB. 12474 PG. 1136  
 SPRINGFIELD DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 SCALE: 1" = N/A  
 DATE: APRIL, 2004  
 URBAN ENGINEERING & ASSOCIATES, INC.  
 CIVIL ENGINEERS - LANDSCAPE ARCHITECTS - LAND SURVEYORS  
 4201 D TECHNOLOGY COURT  
 CHANTILLY, VIRGINIA 20151 (703) 842-8800

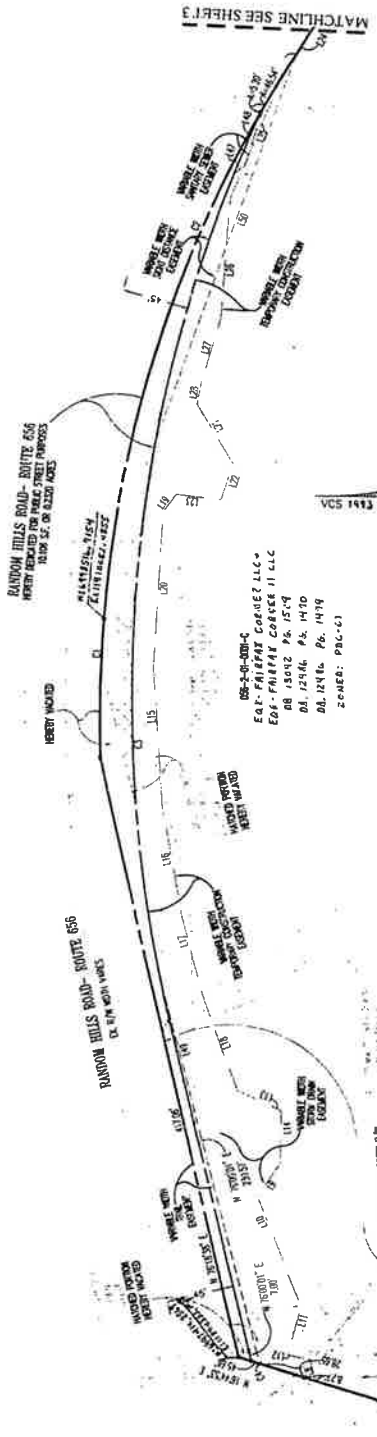


SURVEYOR'S CERTIFICATE

I, KEVIN P. O'CONNOR, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT LAND EMBRACED WITHIN THE SUBDIVISION SHOWN ON THIS RECORD PLAT IS NOW IN THE NAME OF E&F FAIRFAX CORNER II LLC AND E&F FAIRFAX CORNER II LLC, AS RECORDED IN DEED BOOK 13042 AT PAGE 1523, DEED BOOK 12481 AT PAGE 1136 AND DEED BOOK 12474 AT PAGE 1136. THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA, AND THAT THE BEARINGS AND CALCULATED TO VIRGINIA STATE GRID NORTH, GIVEN UNDER MY HAND AND THIS DAY.

KEVIN P. O'CONNOR  
 DATE: 6/30/04





MATCHLINE SEE SHEET 3

FINAL PLAT  
 PREPARED FOR APPROVAL  
 BY THE COUNTY  
 SITE REVIEW MANAGER  
 DATE: 11/10/04 BY: [Signature]  
 APPROVED FOR: [Signature]  
 BOARD OF SUPERVISORS  
 FAIRFAX COUNTY, VIRGINIA  
 OFFICIAL: [Signature]  
 DATE: 11/10/04  
 APPROVED FOR: [Signature]  
 OFFICIAL: [Signature]  
 DATE: 11/10/04

THIS APPROVAL IS NOT A  
 COMMITMENT TO PROVIDE  
 PUBLIC SANITARY SEWER.



RECORD PLAT SHOWING  
**RANDOM HILLS ROAD**  
 PHASE II  
 ON THE PROPERTY OF  
 EAGLE FAIRFAX ENGINEERS LLC & FAIRFAX COUNTY  
 DE 13-94 P. 1579, DE 12476 P. 1476  
 SPRINGFIELD DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 SCALE: 1" = 50'  
 DATE: APRIL, 2004  
 URBAN ENGINEERING & ASSOCIATES, INC.  
 CIVIL ENGINEERS - LANDSCAPE ARCHITECTS - LAND SURVEYORS  
 4300 D TECHNOLOGY COURT  
 CHANTILLY, VIRGINIA 20151 (703) 442-8869



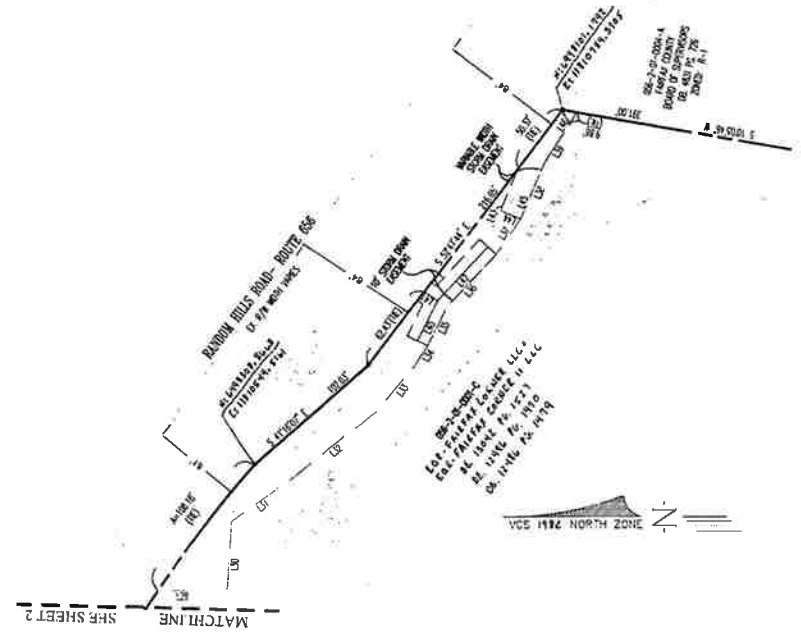
N.A.A.  
 6/30/04

THIS APPROVAL IS NOT A  
COMMITMENT TO PROVIDE  
PUBLIC SANITARY SEWER.

FINAL PLAT
REVIEWED BY: [Signature]
DATE: 6/20/04
APPROVED
BY: [Signature]
DATE: 6/20/04
FOR: [Signature]
DATE: 6/20/04

N.A.A.  
6/20/04

N. Anderson  
6/20/04



RECORD PLAT SHOWING  
**RANDOM HILLS ROAD**  
 PHASE II  
 ON THE PROPERTY OF  
 E&C FAIRFAX CORP. LLC & EOP FAIRFAX PARTNER II LLC  
 06.13542 & 1523, 08.12486, P2, J110  
 & 09.08.15486, P2, J174  
 SPRINGFIELD DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 SCALE: 1" = 50'  
 DATE: APRIL, 2004  
 URBAN ENGINEERING & ASSOCIATES, INC.  
 CIVIL ENGINEERS - LANDSCAPE ARCHITECTS - LAND SURVEYORS  
 4300 TECHNOLOGY COURT  
 CHANTILLY, VIRGINIA 20151 (703)492-8900



### Fairfax County Land Records Cover Sheet

**Instruments**

RESUBDIVISION, DEED

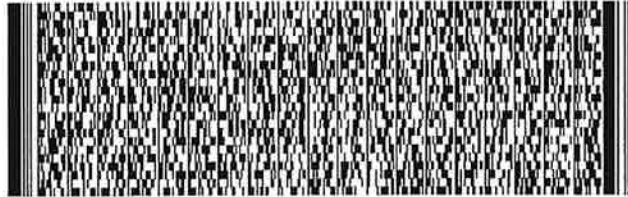
**Grantor(s)**

LINCOLN FAIRFAX CORNER LLC\_I\_N, EQR FAIRFAX CORNER LLC\_F\_N, SUMMIT  
PROPERTIES PARTNERSHIP LP\_F\_N

**Grantee(s)**

ALEXANDER TITLE AGENCY INC\_TR\_F\_T, EQR FAIRFAX CORNER LLC\_F\_N, LINCOLN  
FAIRFAX CORNER LLC\_F\_N, FEDERAL HOME LOAN MORTGAGE CORP\_F\_N, SUMMIT  
PROPERTIES PARTNERSHIP LP\_F\_N

Consideration		Consideration %	100
Tax Exemption		Amount Not Taxed	
DEM Number		Tax Map Number	
Original Book		Original Page	
Title Company		Title Case	
Property Deser.			
Certified	No	Copies	0
		Page Range	



Print Cover Sheet

Prepared By:  
Shaw Pittman LLP  
2300 N Street, NW  
Washington, D.C. 20037  
Attn: John Engel

Tax ID 056-2-01-0001-B  
056-2-(11)-75

DEED OF RESUBDIVISION AND CONVEYANCE

THIS Deed of Resubdivision and Conveyance (this "Deed") made this 4<sup>TH</sup> day of January, 2002, by and among LINCOLN-FAIRFAX CORNER, L.L.C., a Delaware limited liability company, Grantor/Grantee (also called "Lincoln"); EQR-FAIRFAX CORNER, L.L.C., a Delaware limited liability company, Grantor/Grantee (also called "EQR"); ALEXANDER TITLE AGENCY INCORPORATED, TRUSTEE, Grantor/Grantee (also called "Trustee"); FEDERAL HOME LOAN MORTGAGE CORPORATION, Grantor/Grantee (also called "Noteholder"); and SUMMIT PROPERTIES PARTNERSHIP L.P., a Delaware limited partnership, Grantor (also called "Summit").

\*\*WITNESSETH\*\*

WHEREAS, Lincoln and EQR are the owners of certain real property located in Fairfax County, Virginia, known as Parcel A, as said parcel was duly dedicated, created and platted in a Deed of Consolidation recorded in Deed Book 11053 at page 703 ("Parcel A"), as shown on the plat attached hereto, (the "Property"), with Lincoln having acquired a 43% undivided interest in the Property by virtue of a deed recorded in Deed Book 12486 at page 1470, among the land records of Fairfax County, Virginia, and EQR having acquired a 57% undivided interest in the Property by virtue of a deed recorded in Deed Book 12486 at page

1/20

1479, among the land records of Fairfax County, Virginia (Lincoln and EQR being collectively referred to as "Fairfax Corner"); and

WHEREAS, Summit is the owner of certain real property known as Parcel B, as said parcel was duly dedicated, created and platted in a Deed of Consolidation recorded in Deed Book 11365 at page 1957 ("Parcel B"), as shown on the plat attached hereto, having acquired Parcel B by virtue of a deed recorded in Deed Book 11369 at page 1732, among the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire of Fairfax Corner and Summit to resubdivide Parcel A and Parcel B, and for Summit to convey a portion of Parcel B to EQR, all as shown on a plat attached hereto and made a part hereof, entitled "**PARCEL PLAT OF PARCEL "A" EQR-LINCOLN AT FAIRFAX, L.L.C. Deed Book 11053 Page 703 AND PARCEL "B" SUMMIT PROPERTIES PARTNERSHIP L.P. Deed Book 11369 Page 1732**" made by VIKA Incorporated and dated October 26, 2001 (the "Plat").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Fairfax Corner and Summit do hereby resubdivide Parcel A and Parcel B into Parcel A-1 and Parcel B-1, as more particularly described on the Plat attached hereto and made a part hereof.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Summit conveys to Lincoln, with special warranty of title, a 43%

interest in that portion of former Parcel B which is now part of Parcel A-1, and Summit conveys to EQR, with special warranty of title, 57 % interest in that portion of former Parcel B which is now part of Parcel A-1, this conveyance being made subject to all valid and enforceable easements and restrictions of record and the lien of the current year's ad valorem taxes; it all being understood and agreed that upon recordation of this Deed that the following parties shall own the following real properties:

Fairfax Corner: Parcel A-1 (43% interest for Lincoln; 57% interest for EQR)

Summit: Parcel B-1

This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Deed may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

The Noteholder and Trustee join in the execution of this Deed to evidence their consent and approval.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]**

WITNESS the following signatures and seals:

LINCOLN-FAIRFAX CORNER, L.L.C., a  
Delaware limited liability company

By: Lincoln Property Company No. 2307  
Limited Partnership, a Texas limited  
partnership and its sole member

By: Lincoln No. 2307, Inc., a Texas  
corporation and its general partner

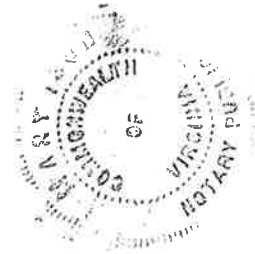
By: *Richard N. Rose*  
Name: RICHARD N. ROSE  
Title: VP

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : to-wit

The foregoing instrument was acknowledged before me this 7 day of  
January, 2001, by Richard N. Rose, Vice President of  
Lincoln Property No. 2307, Inc., general partner of Lincoln Property Company No. 2037  
Limited Partnership, sole member of LINCOLN-FAIRFAX CORNER, L.L.C.

*Mary [Signature]*  
Notary Public

My Commission Expires: 4/30/03



EQR-FAIRFAX CORNER, L.L.C., a Delaware limited liability company

By: ERP Operating Limited Partnership, an Illinois limited partnership and its sole member

By: Equity Residential Properties Trust, a Maryland real estate investment trust and its sole general partner

By: [Signature]  
Name: Mark J. Parrell  
Title: Vice President

STATE OF ILLINOIS :  
COUNTY OF COOK : to-wit

The foregoing instrument was acknowledged before me this 4 day of January, 2008, by MARK J. PARRELL, Vice President of Equity Residential Properties Trust, sole general partner of ERP Operating Limited Partnership, sole member of EQR-FAIRFAX CORNER, L.L.C.

[Signature]  
Notary Public

My Commission Expires: 8/8/05





SUMMIT PROPERTIES PARTNERSHIP, L.P.

By: Summit Properties, Inc., its sole  
general partner

By: Michael A. Underwood

Name: MICHAEL A. Underwood

Title: Senior Vice President

STATE OF PA :  
COUNTY OF Delaware : to-wit

The foregoing instrument was acknowledged before me this 23 day of  
January, 2002, by MICHAEL A Underwood, Senior Vice Pres of  
Summit Properties, Inc., sole general partner of SUMMIT PROPERTIES PARTNERSHIP,  
L.P.

Notarial Seal  
Mark A. Cook, Notary Public  
Chadds Ford Twp., Delaware County  
My Commission Expires Dec. 6, 2004

Mark A. Cook  
Notary Public


My Commission Expires: Dec 6, 2004

ALEXANDER TITLE AGENCY  
INCORPORATED

By: Dianne E. Boyle  
Name: Dianne E. Boyle  
Title: Vice President

STATE OF District of Columbia  
~~COUNTY OF~~ : to-wit

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2002, by Dianne E. Boyle, Vice President of ALEXANDER TITLE AGENCY INCORPORATED.

  
Charlotte M. Anderson  
Notary Public of Notary Public  
The District of Columbia  
Commission Expires July 14, 2005

My Commission Expires: \_\_\_\_\_

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: [Signature]  
Name: JOHN S RUTHERFORD  
Title: ASST. SECRETARY / TREASURER

STATE OF Virginia :  
COUNTY OF Fairfax : to-wit

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2002, by John S Rutherford, Asst Sec/Treas of FEDERAL HOME LOAN MORTGAGE CORPORATION.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_  
Embossed Hereon Is My  
Commonwealth of Virginia Notary Public Seal  
My Commission Expires February 29, 2004  
DIANE J. JACOBS



8



**NOTES**

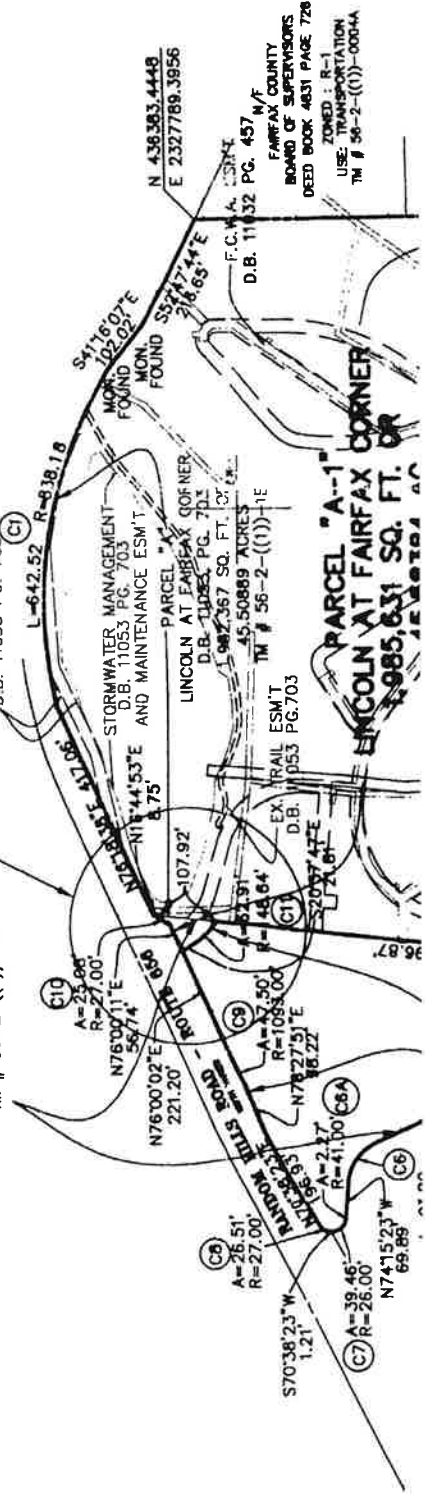
- 1.) THE PROPERTY SHOWN HEREON IS LOCATED ON TAX ASSESSMENT MAP NO. 56-2--(1)) AS PARCELS 1B AND 75 AND IS ZONED PDC.
- 2.) THE HORIZONTAL DATUM IS BASED ON "BOUNDARY AND PROPERTIES PLAT OF FAIRFAX CORNER" PRODUCED BY URBAN ENGINEERING & ASSOCIATION INC. DATED OCTOBER 1997.
- 3.) THE PROPERTIES SHOWN HEREON WAS ACQUIRED BY LINCOLN-FAIRFAX CORNER, L.L.C. BY DEED RECORDED IN DEED BOOK 12486 AT PAGE 1470 AND BY EOR-FAIRFAX CORNER, L.L.C. BY DEED RECORDED IN DEED BOOK 12486 AT PAGE 1479 (PARCEL "A") AND BY SUMMIT PROPERTIES PARTNERSHIP, L.P. BY DEED RECORDED IN DEED BOOK 11369 AT PAGE 1732 (PARCEL "B") AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
- 4.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) AND PARTIALLY IN FLOOD ZONE "A" AS SHOWN ON THE FLOOD MAP, COMMUNITY-PANEL NUMBER 515525 0025 D FOR FAIRFAX COUNTY, VIRGINIA DATED MAY 5, 1990.

CURVE	LENGTH	RAD	TAN	CHD
C1	642.52'	836.18'	337.97'	626.3
C2	363.57'	797.24'	195.57'	378.3
C3	28.29'	32.94'	15.06'	27.4
C4	55.13'	785.43'	27.98'	55.1
C5	28.80'	32.94'	15.40'	27.8
C6	93.20'	69.00'	51.30'	99.0
C6-A	2.27'	41.00'	1.13'	2.2
C7	38.48'	28.00'	24.66'	35.7
C8	26.51'	27.00'	14.43'	25.4
C9	47.50'	1093.00'	23.75'	47.4
C10	25.06'	27.00'	13.53'	24.1
C11	62.91'	148.64'	31.93'	62.4

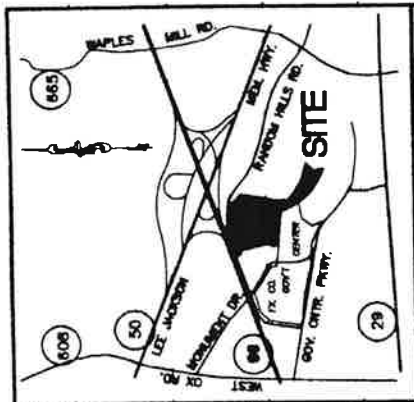
PARCEL "B"  
 SUMMIT PROPERTIES PARTNERSHIP LP  
 DEED BOOK 11369 PAGE 1732  
 251,119 SQ. SF. OR  
 5.76490 AC.  
 TM # 56-2--(1))--75

SEE DETAIL SHEET 2

PARCEL "A-1"  
 LINCOLN AT FAIRFAX CORNER  
 1985,631 SQ. FT. OR  
 0.045 AC.



F.C.W.A. DISTRICT  
 D.B. 11132 PG. 457 N/F  
 FAIRFAX COUNTY  
 BOARD OF SUPERVISORS  
 DEED BOOK 4831 PAGE 728  
 ZONED : R-1  
 USE: TRANSPORTATION  
 TM # 56-2--(1))--0044



**VICINITY MAP**

SCALE: 1 : 12,500

CURVE	LENGTH	RAD	TAN	CHORD	CHD BG	DELTA
C1	642.52'	836.18'	337.97'	626.90'	S70°30'9"E	43°55'15"
C2	363.57'	797.24'	195.57'	379.09'	N85°20'8"W	27°33'59"
C3	28.29'	32.84'	15.08'	27.43'	S74°29'2"W	49°12'39"
C4	55.13'	785.43'	27.56'	55.12'	N82°55'9"W	04°01'19"
C5	28.80'	32.84'	15.40'	27.89'	S70°01'0"W	50°06'04"
C6	93.20'	69.00'	51.36'	89.00'	N44°15'5"W	80°00'00"
C6-A	2.27'	41.00'	1.13'	2.27'	N72°40'2"W	03°10'03"
C7	39.48'	26.00'	24.68'	35.76'	N27°36'7"W	86°57'47"
C8	26.51'	27.00'	14.43'	25.46'	N42°30'1"E	56°15'04"
C9	47.50'	1093.00'	23.75'	47.49'	N48°21'5"E	02°29'23"
C10	25.08'	27.00'	13.53'	24.18'	N48°21'5"E	53°13'39"
C11	62.91'	148.84'	31.93'	62.44'	N32°45'4"W	24°14'55"



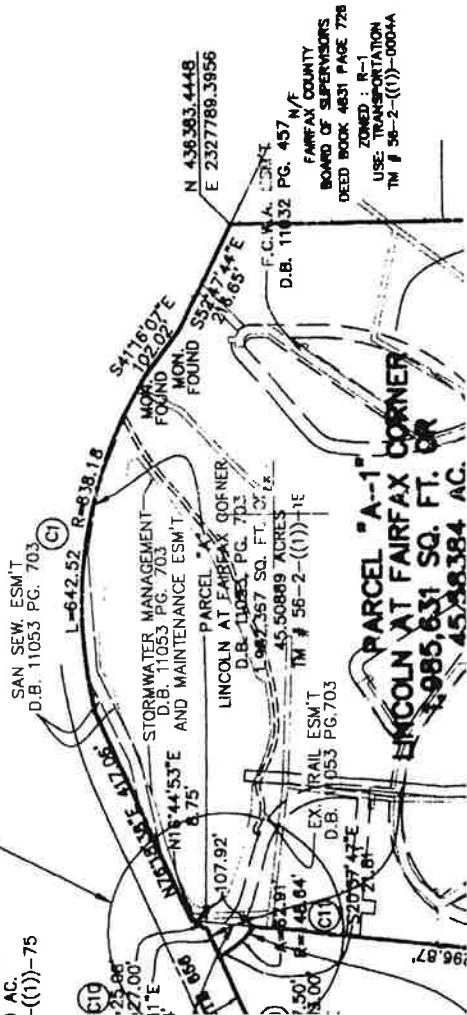
(11)

FAX 1997.

-C. BY DEED RECORDED  
ED RECORDED IN  
RTNERSHIP, L.P.  
E LAND RECORDS OF

"B" PARTNERSHIP LP  
9 PAGE 1732  
SF. OR  
1 AC.  
-(11)-75

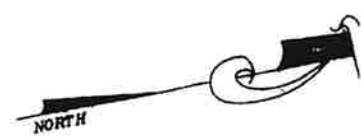
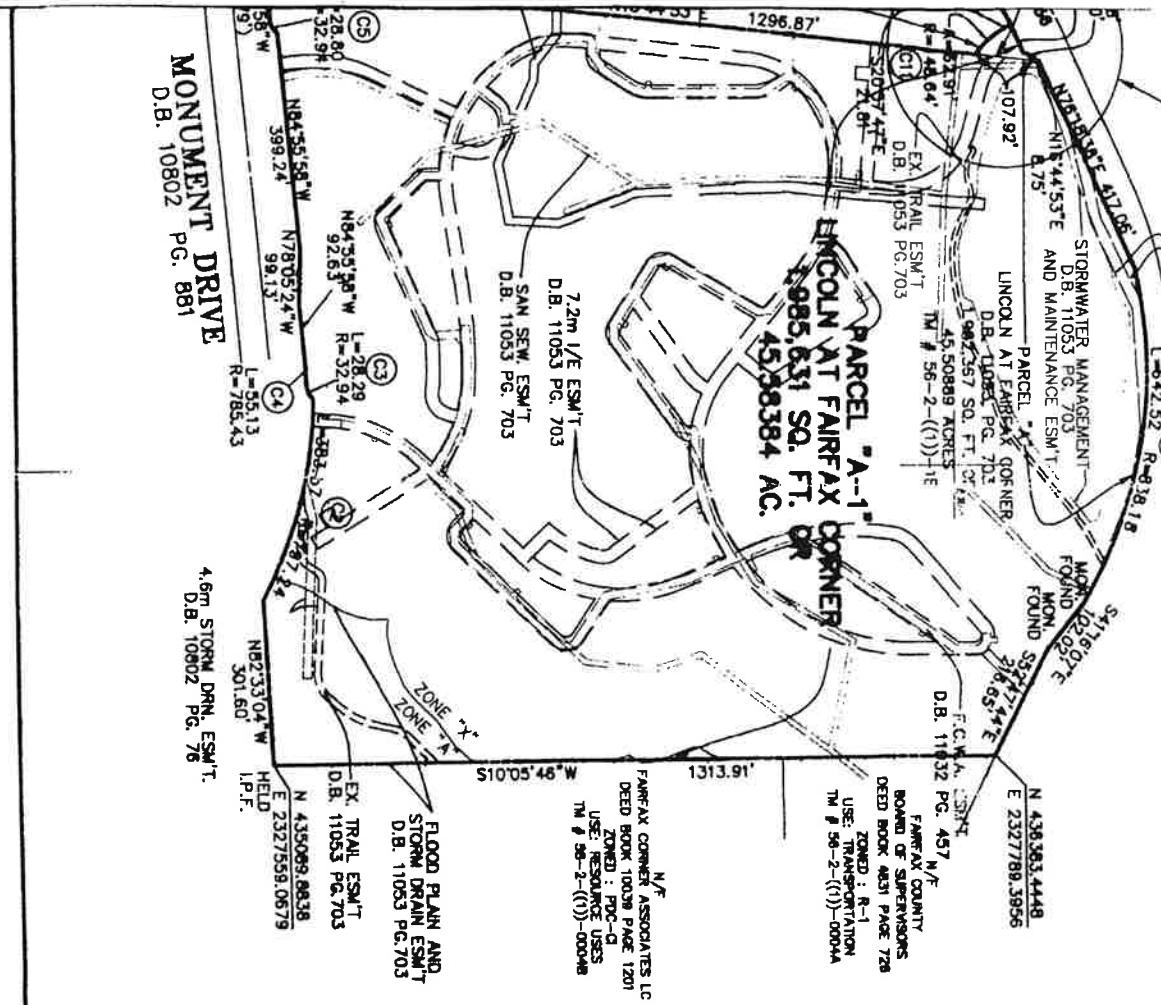
SEE DETAIL SHEET 2



N 436363.4448  
E 2327789.3956

F.C.W.A. CORP.  
D.B. 11053 PG. 457 N/F  
FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
DEED BOOK 4831 PAGE 728  
ZONED: R-1  
USE TRANSPORTATION  
TM # 56-2-(11)-0004A

PARCEL "A-1"  
LINCOLN AT FAIRFAX CORNER  
45,363.84 AC.



SHEET 1 OF 2  
**PARCEL "A-1"**  
**LINCOLN AT FAIRFAX CORNER**  
**AND PARCEL "B"**  
**SAAT PROPERTIES PARTNERSHIP, L.P.**

DEED BOOK 11369 PAGE 1732  
 SULLY DISTRICT  
 FAIRFAX COUNTY, VIRGINIA

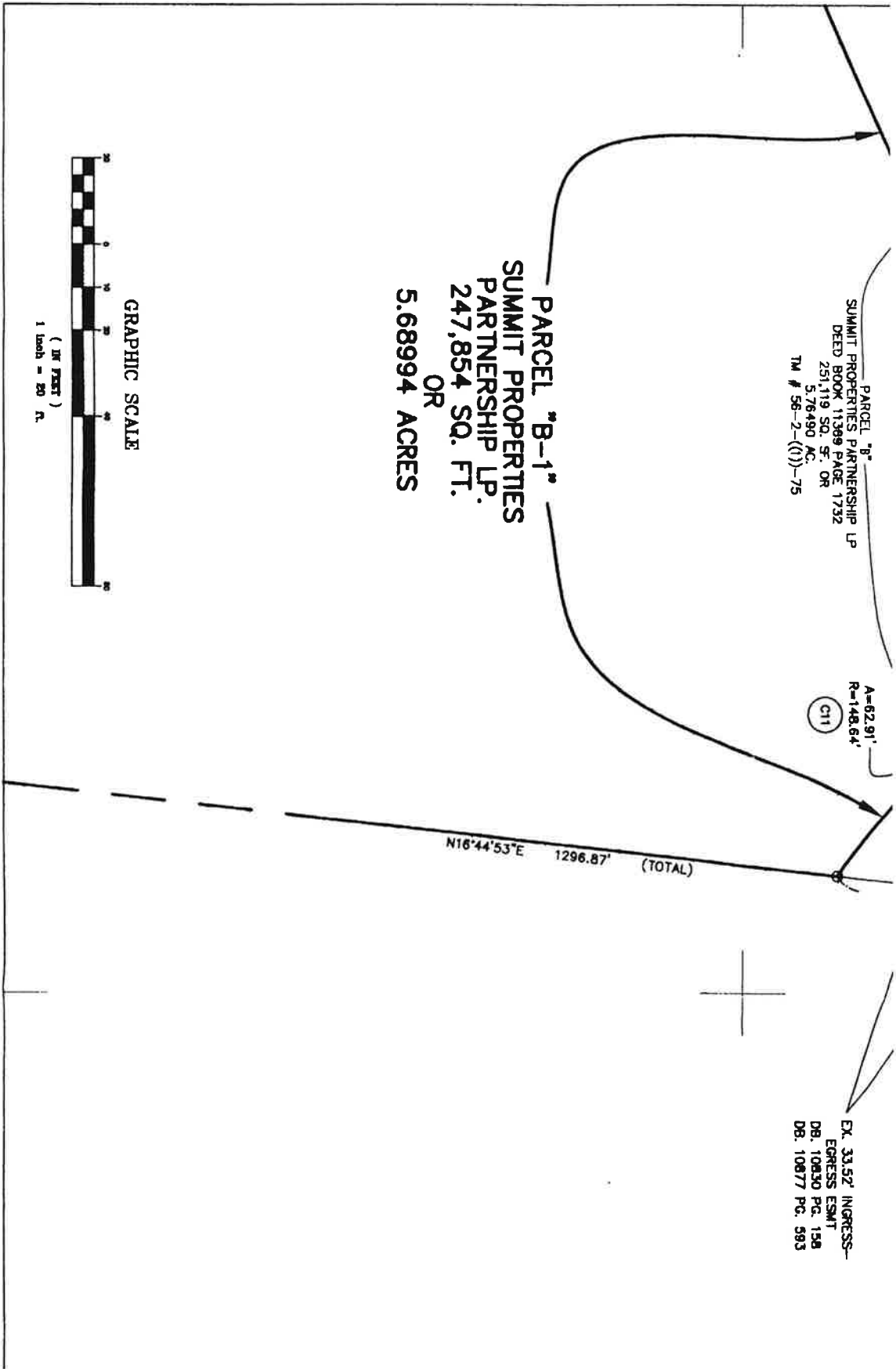
SCALE: 1"=20' DATE: OCTOBER 26, 2001

**VIVA**

**CONEMERS PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GPS SERVICES**

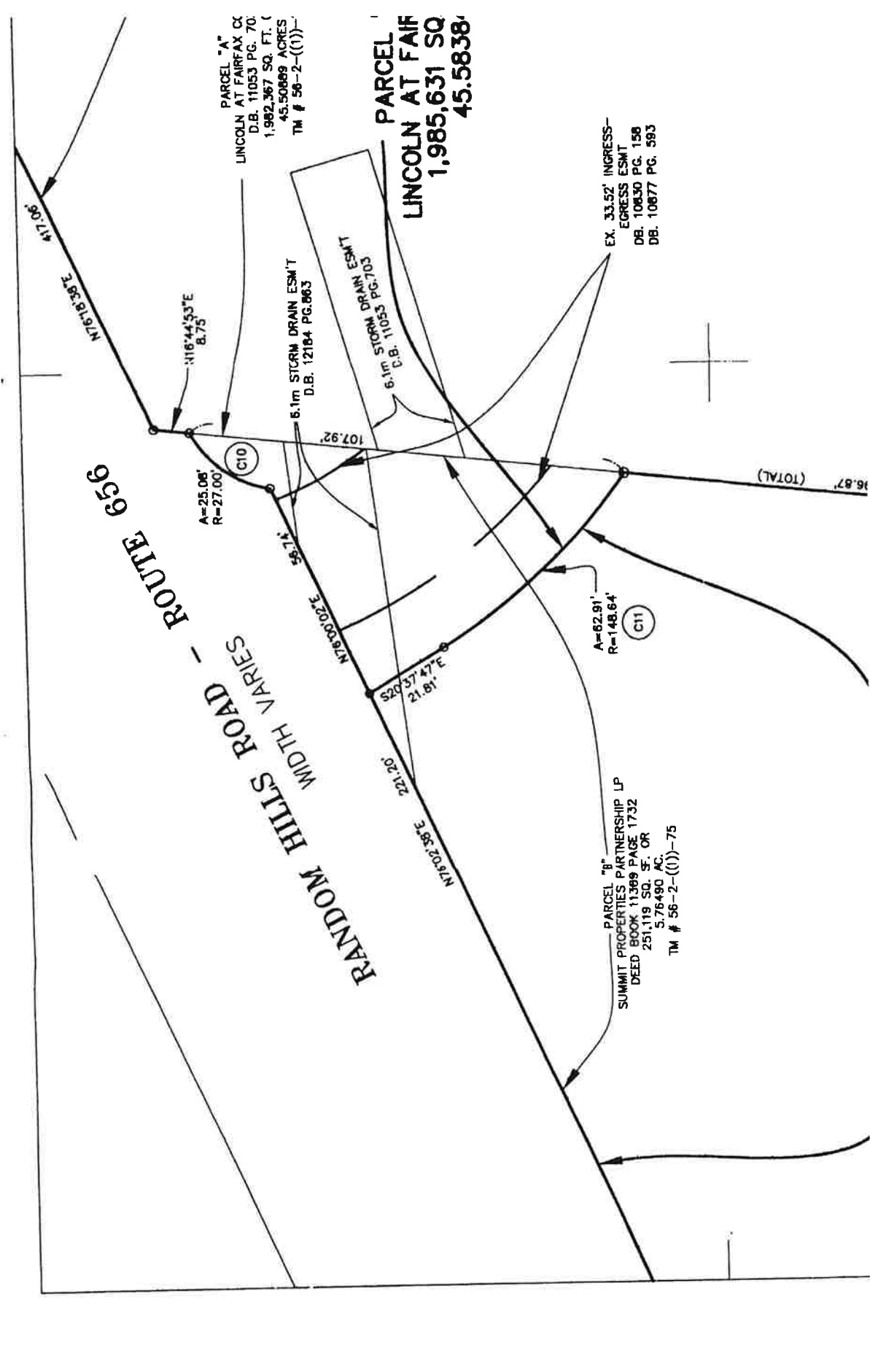
VIVA INCORPORATED  
 8180 GREENSBORO DRIVE SUITE 200 ■ MCLEAN, VIRGINIA 22102  
 (703)442-7800 ■ FAX (703)761-2787  
 MCLEAN, VA GERMANTOWN, MD

RP # 381



EX. 33.52' INGRESS-  
 EGRESS ESM1  
 DB. 10830 PG. 156  
 DB. 10877 PG. 593





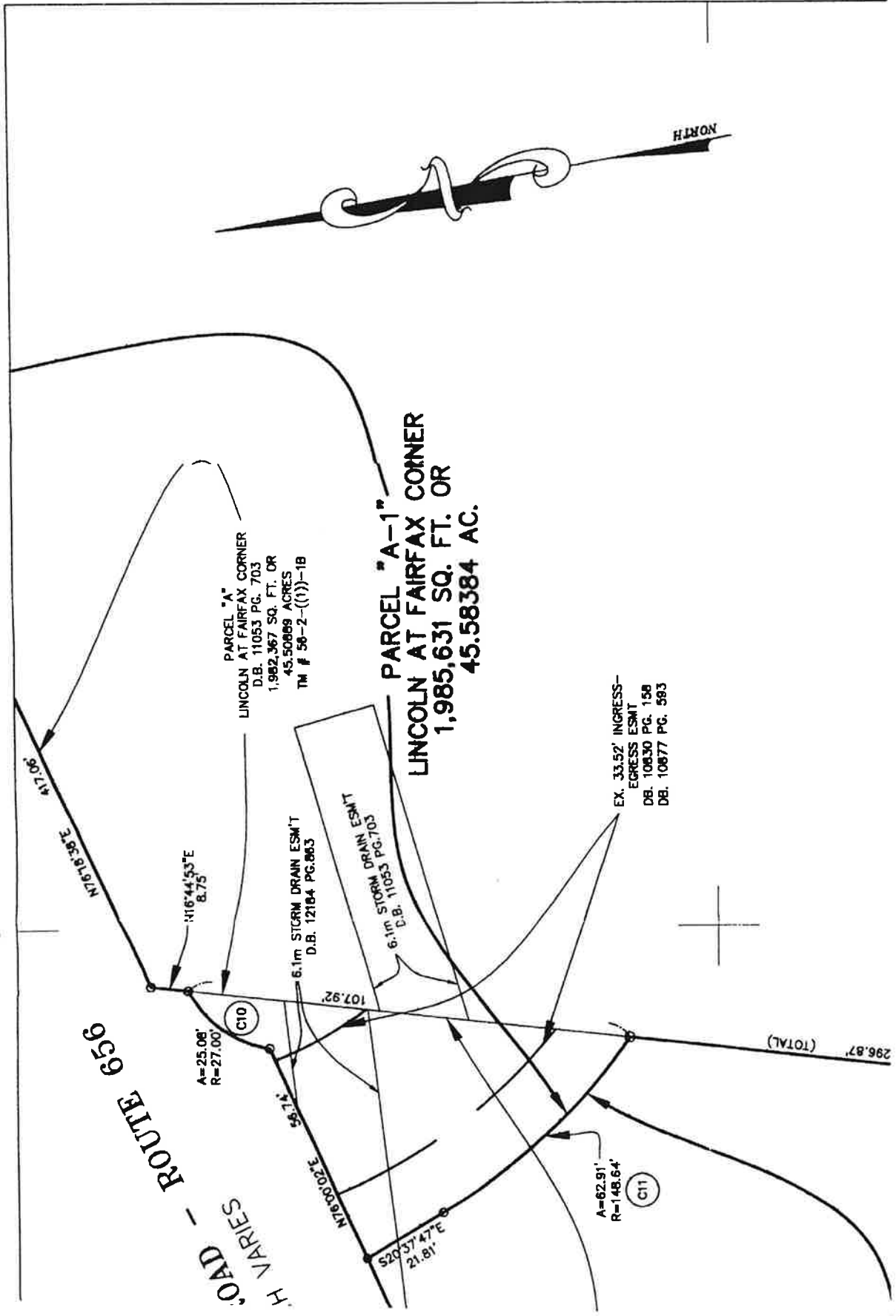
PARCEL "A"  
 LINCOLN AT FAIRFAX  
 D.B. 11053 PG. 70  
 1,982,367 SQ. FT. (45,50889 ACRES)  
 TM # 56-2-(11)-70

PARCEL "B"  
 LINCOLN AT FAIRFAX  
 1,985,631 SQ  
 45,5838'

PARCEL "B"  
 SUMMIT PROPERTIES PARTNERSHIP LP  
 DEED BOOK 11369 PAGE 1732  
 251,119 SQ. FT. OR  
 5.76490 AC.  
 TM # 56-2-(11)-75

EX. 33.52' INGRESS-EGRESS ESMT  
 D.B. 10830 PG. 158  
 D.B. 10877 PG. 593





A=62.91'  
R=148.64'  
C11

N16°44'53"E 1296.87' (TOTAL)

EX. 33.52' INGRESS-  
EGRESS ESMT  
DB. 10630 PG. 196  
DB. 10877 PG. 593



SHEET 2 OF 2  
PARCEL PLAT OF  
**PARCEL 'A'**  
**LINCOLN AT FAIRFAX CORNER**  
DEED BOOK 11053 PAGE 703  
**AND PARCEL 'B'**  
**SUNAT PROPERTIES PARTNERSHIP L.P.**  
DEED BOOK 11369 PAGE 1732  
SULLY DISTRICT  
FAIRFAX COUNTY, VIRGINIA  
SCALE: 1"=20' DATE: OCTOBER 26, 2001



ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GPS SERVICES  
VIRA INCORPORATED  
6190 GREENSBORO DRIVE, SUITE 200 ■ MCLEAN, VIRGINIA 22102  
(703)442-7800 ■ FAX (703)761-2787  
MCLEAN, VA ■ GERMANTOWN, MD

RP# 381

October 25, 2022

Leanna O'Donnell, Director  
Fairfax County Department of Planning and Development  
Planning Division  
12055 Government Center Parkway, Suite 730  
Fairfax, Virginia 22035

Re: Agent Authorization to File Nomination for Site-Specific Plan Amendment  
Subject Property: Tax Map Parcel 56-2 ((1)) 1C (the "Property")  
Nominator: EQR Fairfax Corner, L.L.C. ("Owner")

Dear Ms. O'Donnell:

As an authorized representative of the Owner of the Property located at 11727 Fairfax Woods Way, Fairfax, VA 22030, I hereby authorize Walsh, Colucci, Lubeley & Walsh, P.C. to nominate the Subject Property for a Comprehensive Plan land use change as a part of the 2022-2023 Site-Specific Plan Amendment Process. We further designate Walsh, Colucci, Lubeley & Walsh, P.C. to be the Nominator's designated agent/attorney and point of contact for this nomination. Furthermore, the Nominator understands the expectations for the process and is willing to participate in the review, analysis, and community engagement, as needed.

Very truly yours,

EQR FAIRFAX CORNER, L.L.C.

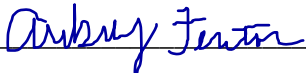
EQR-FAIRFAX CORNER, L.L.C., a Delaware limited liability company

By: EQR-Fresca 2009 Limited Partnership, a Delaware limited partnership, its managing member

By: EQR-Fresca 2009 GP, LLC, a Delaware limited liability company, its managing general partner

By: ERP Operating Limited Partnership, an Illinois limited partnership, its managing member

By: Equity Residential, a Maryland real estate investment trust, its general partner

By:  \_\_\_\_\_

Ms. Aubrey Dennis-King Fenton, Vice President - Development

1500 Massachusetts Ave NW, Suite 25

Washington, DC 20005

[adennis-king@eqr.com](mailto:adennis-king@eqr.com)

706-8296-0703