

AGREEMENT TO DEVELOP

This Agreement to Develop ("**Agreement**") is made as of _____, 2023 by and between **WILLOWSFORD CONSERVANCY**, a Virginia nonstock corporation, its successors and assigns ("**Willowsford Conservancy**"), Grantor and Grantee; and **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware corporation, its successors and assigns ("**Toll**"), Grantor and Grantee.

RECITALS:

- A. Toll is the contract purchaser of certain real property located in Loudoun County, Virginia, containing approximately 70 acres (the "**Toll Property**") labeled "PROP. EVERGREEN PRESERVE REZONING ZMAP-2020-0008" on the attached exhibit plat entitled "Exhibit A: Preliminary Offsite Improvements Plan" prepared by Urban, Ltd. (the "**Engineer**") dated September 22, 2023, which is incorporated herein by reference as Exhibit A, the Toll Property currently identified on the Loudoun County tax maps as PINs 243-10-7274, 243-10-7419, 244-30-4062, 244-40-6257, 201-45-1579, and 244-40-0641.
- B. Willowsford Conservancy is the owner of certain real property adjacent to or near the Toll Property, currently identified on the Loudoun County tax maps as PINs 243-10-0358, 243-18-4989, and 243-29-1427, portions of which are also shown on Exhibit A. Willowsford Conservancy is also the owner of Parcel E, The Grange at Willowsford, Section 1A, PIN 244-19-9564. The parcels described in this Recital B are collectively referred to as the "**Willowsford Property**".
- C. On behalf of the current owners of the Toll Property, Toll has filed rezoning application ZMAP-2020-0008 (the "**Proposed Fleetwood North Rezoning**") with the Loudoun County Board of Supervisors ("**County Board**") to allow for, among other things, the construction of 244 single-family detached residential homes.
- D. Subject to final approval of the Proposed Fleetwood North Rezoning by the County Board, Toll intends to develop the Toll Property as a residential community, which development will include the extension or installation of, or modification to, various utilities, including without limitation, water, sewer, gas, electric, telephone, cable, and other public and private utilities, some of which will be provided over the Willowsford Property as well as over the Toll Property.

PREPARED BY:
Sara Towery O'Hara, VSB #23036)
O'HARA LAW FIRM, PLC
P. O. Box 6415
Falls Church, VA 22040

RETURN TO:
BOX 3

- E. The development of the Toll Property also will include, without limitation, the vacation/abandonment of portions of existing public streets, the dedication of land for public street purposes, granting of public and private access easements, grading and construction of streets, sidewalks, and trails, and the grading and installation of facilities for the provision of stormwater management/BMP, some of which will be provided over the Willowsford Property as well as over the Toll Property.
- F. The utilities, streets, sidewalks, trails, and stormwater management/BMP systems described in Recitals D and E to be constructed and installed on the Toll Property and the Willowsford Property will be collectively referred to as the “**Facilities**”.
- G. To facilitate the development of the Toll Property and to enable the provision of the Facilities, Willowsford Conservancy has agreed to dedicate streets to Loudoun County, to request and assist in the vacation/abandonment of previously dedicated streets, to grant easements permitting the installation, construction, maintenance, repair and replacement of the Facilities to Toll or to such providers of services or public agencies as Toll directs, including temporary grading and construction easements, and to cooperate with Toll during the construction and bond release phases as reasonably required to develop the Toll Property.
- H. The general locations of the Facilities to be installed on the Willowsford Property are more particularly depicted on the attached Exhibits A, B, and C, which are incorporated herein by reference and described as:
- Exhibit A: plat entitled “Exhibit A: Preliminary Offsite Improvements Plan” prepared by Urban, Ltd. (the “**Engineer**”) dated September 22, 2023
- Exhibit B: plat entitled “Exhibit B: Evergreen Preserve ROW and ROW Vacation Proposed on Willowsford Conservancy Parcels” prepared by Urban, Ltd. and dated September 22, 2023
- Exhibit C: plat entitled “Exhibit C: Evergreen Preserve Esmts, ROW, and ROW Vacation Proposed on Willowsford Conservancy Parcels” prepared by Urban, Ltd. and dated September 22, 2023
- I. The parties agree that the installation of the Facilities on the Willowsford Property will be mutually beneficial to Toll and Willowsford Conservancy.
- J. Toll will construct and install the Facilities on the Willowsford Property in a safe and good workman-like condition.

- K. Toll will pay Willowsford Conservancy for Willowsford Conservancy's fulfillment of all obligations and conditions contained herein.
- L. Toll intends to form a property owners association to own, maintain and operate common area within the residential community established for the Toll Property (the "**Evergreen Preserve HOA**").

AGREEMENT:

NOW THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitations and Exhibits A, B, and C are a material part of this Agreement and are incorporated herein by this reference.
2. Within ten (10) calendar days following submission to it by Toll, Willowsford Conservancy will execute (duly sign and have signatures notarized) such reasonable applications, easements, dedications, covenants, plats, licenses, agreements, or other instruments ("**Instruments**") presented by Toll to support the creation, establishment, grant, construction and/or use of the Facilities and related easements, dedications, and vacations/abandonments over, under, and/or upon the Willowsford Property, and in the case of vacations/abandonments of public streets, adjacent to the Willowsford Property, and to cooperate in the release of any bonds posted for the development of the Toll Property.
3. If after the review of an Instrument by authorities having the right of review, any such authority requires changes to any Instrument, or after the final engineering of the Facilities by the Engineer, changes are necessary or desirable based on sound engineering principals as determined by the Engineer, Loudoun County (the "**County**"), Loudoun County Sanitation Authority ("**Loudoun Water**"), the Virginia Department of Transportation ("**VDOT**"), or a public utility company, Willowsford Conservancy will duly execute such revised Instrument or Instruments within ten (10) calendar days following submission to it by Toll. An Instrument will be deemed reasonable if it is consistent with forms approved by the County, the County's County Attorney's Office, Loudoun Water, VDOT, or other providers of public services or utilities. The location, dimensions and size of dedicated streets, vacated streets, and easements will be deemed reasonable if they are located substantially in the areas depicted on Exhibits A, B, and C.
4. Subject to final approval of the Proposed Fleetwood North Rezoning, Toll will diligently pursue the vacation/abandonment of that portion of Sleeping Woods Court labeled "ROW TO BE VACATED AS PROPOSED WITH EVERGREEN PRESERVE PROJECT" and "PROP. ROW TO BE VACATED ON

CONSERVANCY PARCEL” on Exhibit B and will make reasonable and good faith efforts to obtain approval from the County and VDOT. Willowsford Conservancy hereby acknowledges that such vacation/abandonment is subject to the approval of the County and VDOT and is not guaranteed by Toll. The parties expect that upon the final approval of the vacation/abandonment of the applicable portion of Sleeping Woods Court, title to the centerline of the street will vest in Willowsford Conservancy, however the parties hereby acknowledge that this is not guaranteed by either party to the other.

5. Willowsford Conservancy and Toll agree to grant all necessary public access easements or trail easements over the vacated/abandoned portions of Sleeping Woods Court. Such public access/trail easements will be for pedestrian and non-motorized vehicle use only, or as required by the County’s County Attorney’s Office.
6. Toll will require Evergreen Preserve HOA to maintain the public pedestrian access/trail easements to the extent they are not maintained by the County or VDOT.
7. The asphalt trail to be installed within the public pedestrian access/trail easements (as labeled on Exhibit C) will be field-located and built on-grade to minimize the disturbance of existing trees to the extent practical and as reasonably determined by Toll.
8. Toll will require Evergreen Preserve HOA to maintain the stormwater management/BMP easements and facilities located therein which are labelled “Pond ‘A’ ” on Exhibit A and Exhibit C.
9. Toll will design the roundabout proposed at the intersection of Everfield Drive and Hartland Drive to generally match the scale and style of the roundabout located at the intersection of Fleetwood Road and Hartland Road, subject to current County and VDOT design standards. Toll will require Evergreen Preserve HOA to maintain any landscaping in the island of the Everfield Drive – Hartland Drive roundabout.
10. Toll will pay Willowsford Conservancy Three Hundred Thousand Dollars (\$300,000.00) by check within forty-five (45) days of the expiration of all applicable appeal periods following the final approval of the Proposed Fleetwood North Rezoning by the County Board.
11. Toll will, and hereby agrees to and does, indemnify, protect, defend and hold harmless Willowsford Conservancy and its agents, employees, officers, directors, managers, members, partners, officers, directors, affiliates, mortgagees, successors and assigns (the “**Willowsford Conservancy Parties**”) for, from, against and with respect to any and all loss, cost, claim, lien, liability, damage,

injury and expense resulting from or arising in connection with Toll or its employees, contractors, agents, or representatives (collectively, the “**Toll Parties**”) construction, repairs, maintenance, and modifications, performed by or for the Toll Parties on the Willowsford Property.

12. If the County Board denies the Proposed Fleetwood North Rezoning, or if Toll, in its sole opinion and discretion, determines that the Proposed Fleetwood North Rezoning is not likely to occur on the terms it desires, Toll may give written notice to Willowsford Conservancy of such determination and this Agreement will be terminated and all obligations contained herein will cease.
13. This Agreement is intended to be recorded among the land records of Loudoun County, Virginia, and is for the benefit of the parties and their successors and assigns, and the owner or owners of all or any portion of the Toll Property and their heirs, successors and assigns and successors in title, and will burden the Willowsford Property and the owner or owners of all or any portion thereof and their successors and assigns and successors in title.
14. This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia.
15. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such term, covenant or condition to any other person or circumstance will not be affected thereby, and each such term, covenant and condition will be valid and enforceable to the fullest extent permitted by law.
16. This Agreement may be signed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
17. In the event Willowsford Conservancy breaches this Agreement, Toll will be entitled to specific performance, and will have the right to collect costs of enforcement, including, without limitation, attorney’s fees. In addition to the foregoing, Toll will have a limited power of attorney for the sole and specific purpose of granting any reasonable easements which Willowsford Conservancy refuses to execute and executing any Instrument which Willowsford Conservancy refuses to execute. This power of attorney will be irrevocable but will be limited to the purposes set forth in this Agreement.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

WILLOWSFORD CONSERVANCY
a Virginia non-stock corporation

By: _____(SEAL)
Name: _____
Title: _____

STATE OF _____,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged and sworn to before me on
_____, 2023 by _____
as _____ of Willowsford Conservancy.

Notary Public

My commission expires: _____
Notary Registration No.: _____

TOLL MID-ATLANTIC LP COMPANY, INC.
a Delaware corporation

By: _____(SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged and sworn to before me on
_____, 2023 by _____
as _____ of Toll Mid-Atlantic LP Company, Inc.

Notary Public

My commission expires: _____
Notary Registration No.: _____

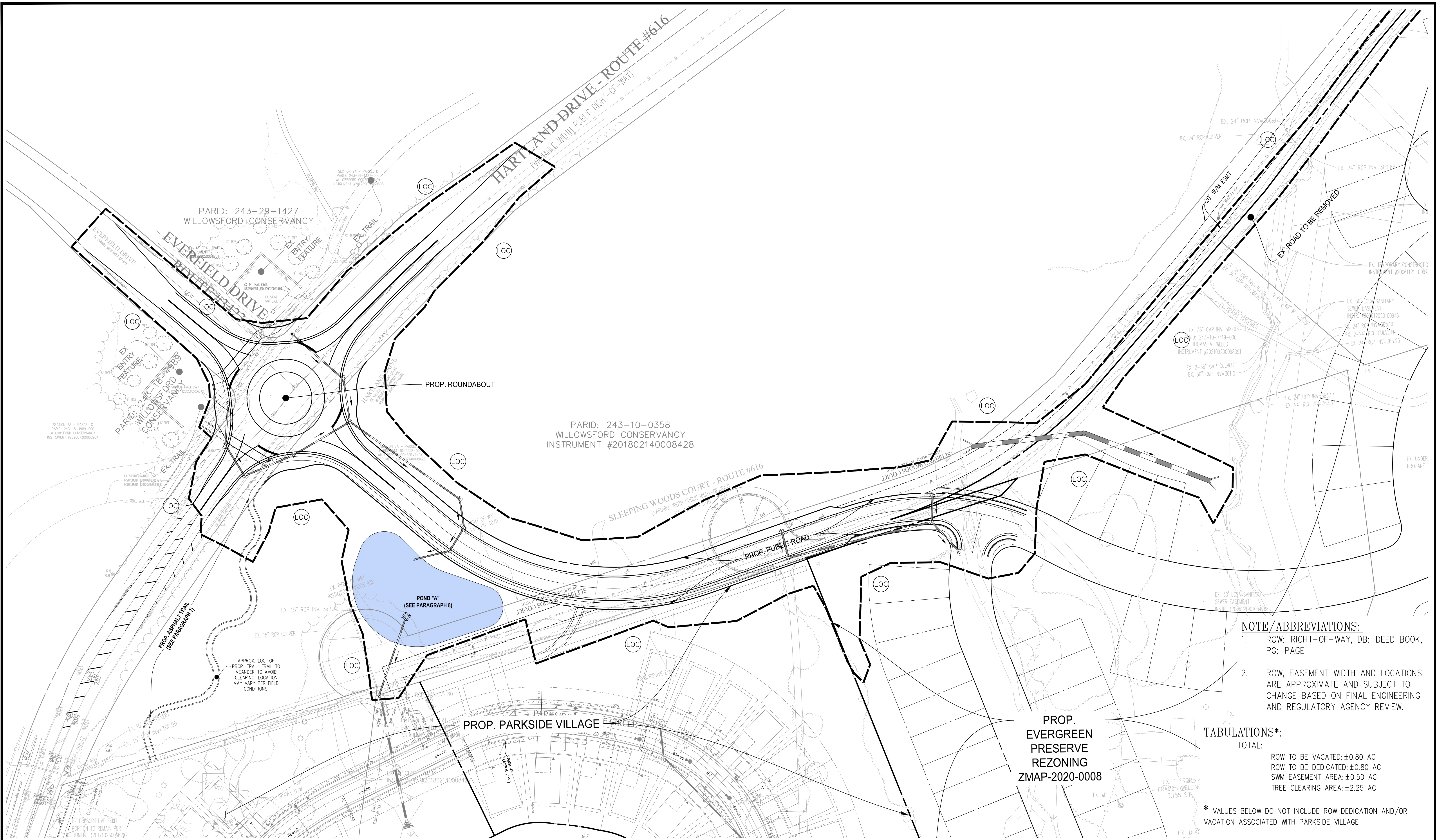
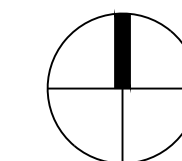
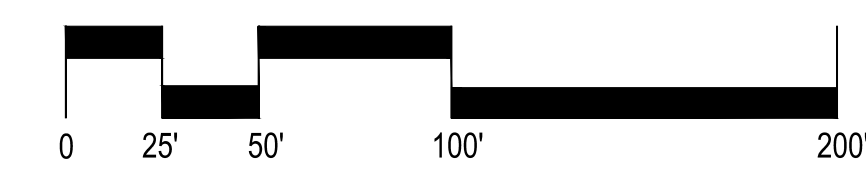


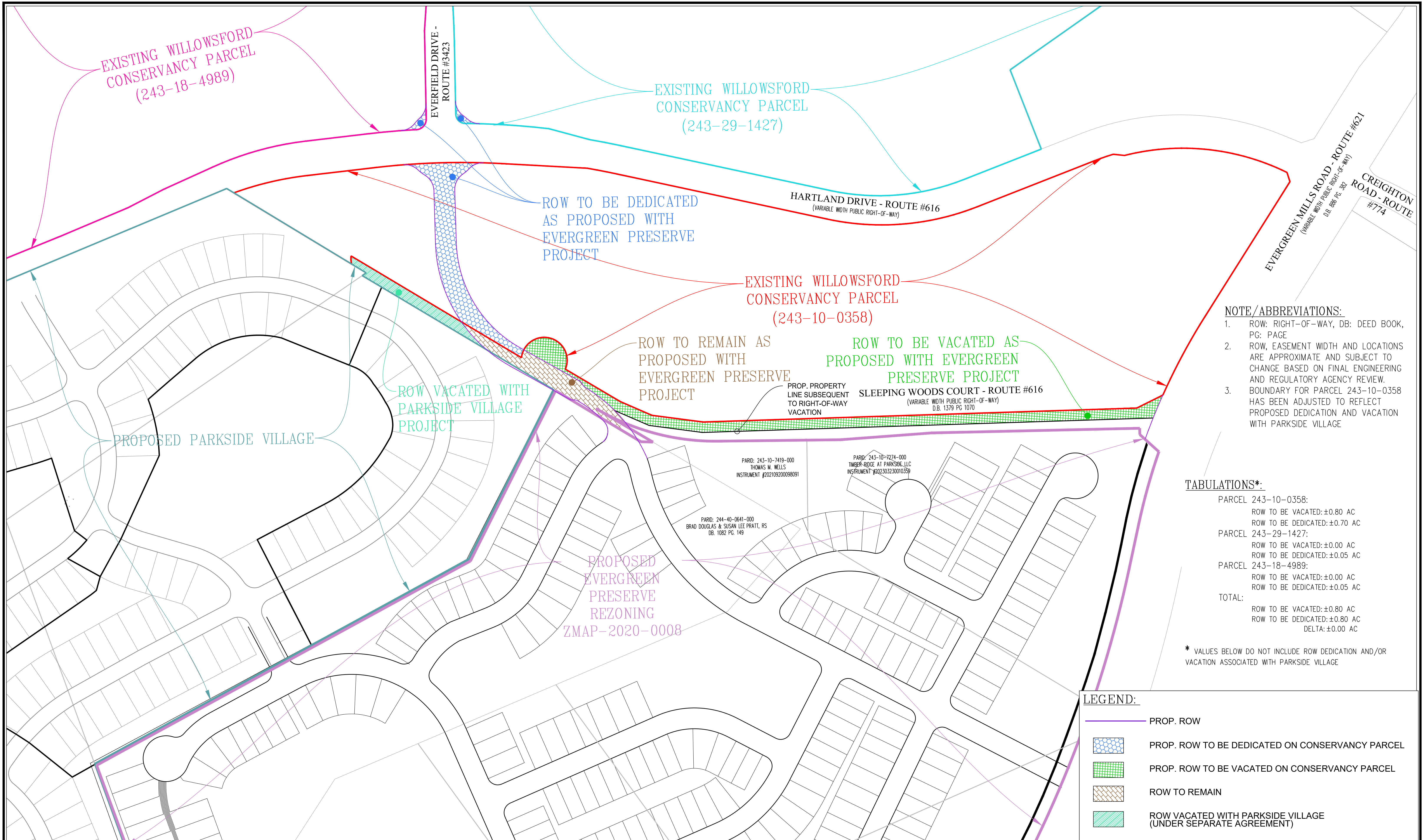
EXHIBIT A:

PRELIMINARY OFFSITE IMPROVEMENTS PLAN

Loudoun County, VA



Scale: 1"=50'
September 22, 2023



NOTE/ABBREVIATIONS:

1. ROW: RIGHT-OF-WAY, DB: DEED BOOK, PG: PAGE
2. ROW, EASEMENT WIDTH AND LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND REGULATORY AGENCY REVIEW.
3. BOUNDARY FOR PARCEL 243-10-0358 HAS BEEN ADJUSTED TO REFLECT PROPOSED DEDICATION AND VACATION WITH PARKSIDE VILLAGE

TABULATIONS*:

PARCEL 243-10-0358:	ROW TO BE VACATED: ±0.80 AC
	ROW TO BE DEDICATED: ±0.70 AC
PARCEL 243-29-1427:	ROW TO BE VACATED: ±0.00 AC
	ROW TO BE DEDICATED: ±0.05 AC
PARCEL 243-18-4989:	ROW TO BE VACATED: ±0.00 AC
	ROW TO BE DEDICATED: ±0.05 AC
TOTAL:	ROW TO BE VACATED: ±0.80 AC
	ROW TO BE DEDICATED: ±0.80 AC
	DELTA: ±0.00 AC

* VALUES BELOW DO NOT INCLUDE ROW DEDICATION AND/OR VACATION ASSOCIATED WITH PARKSIDE VILLAGE

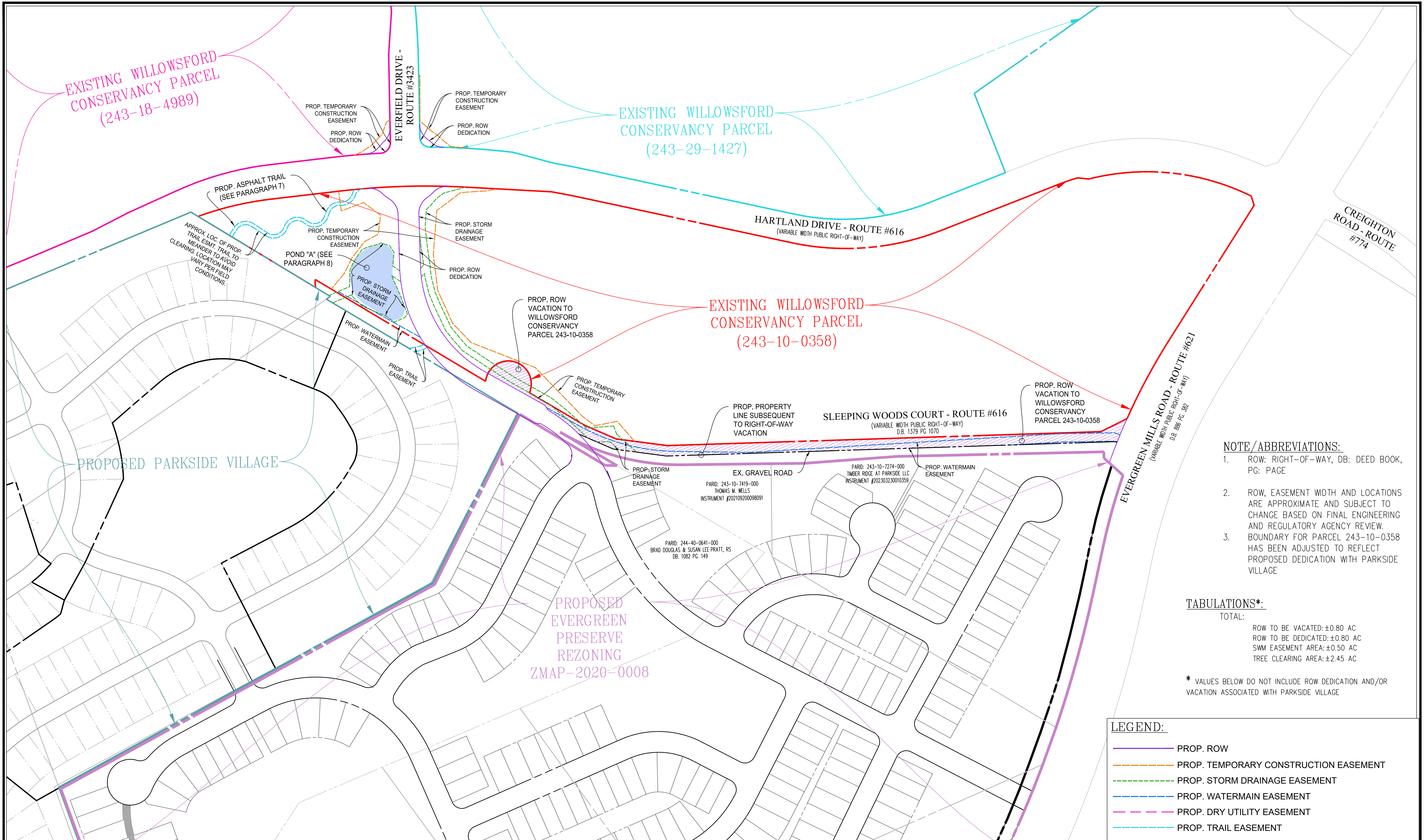
LEGEND:

	PROP. ROW
	PROP. ROW TO BE DEDICATED ON CONSERVANCY PARCEL
	PROP. ROW TO BE VACATED ON CONSERVANCY PARCEL
	ROW TO REMAIN
	ROW VACATED WITH PARKSIDE VILLAGE (UNDER SEPARATE AGREEMENT)



EXHIBIT B: EVERGREEN PRESERVE ROW AND ROW VACATION PROPOSED ON WILLOWSFORD CONSERVANCY PARCELS





NOTE/ABBREVIATIONS:

1. ROW: RIGHT-OF-WAY, DB: DEED BOOK, PG: PAGE
2. ROW, EASEMENT WIDTH AND LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON FINAL ENGINEERING AND REGULATORY AGENCY REVIEW.
3. BOUNDARY FOR PARCEL 243-10-0358 HAS BEEN ADJUSTED TO REFLECT PROPOSED DEDICATION WITH PARKSIDE VILLAGE

TABULATIONS*:

TOTAL:
 ROW TO BE VACATED: ±0.80 AC
 ROW TO BE DEDICATED: ±0.80 AC
 SWM EASEMENT AREA: ±0.50 AC
 TREE CLEARING AREA: ±2.45 AC

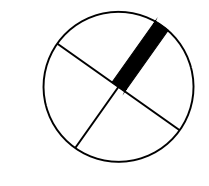
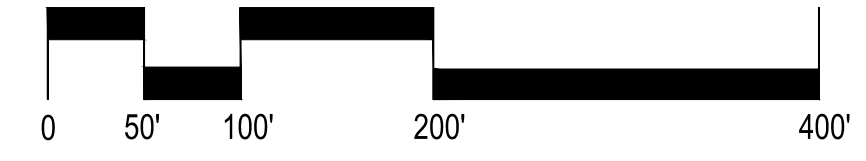
* VALUES BELOW DO NOT INCLUDE ROW DEDICATION AND/OR VACATION ASSOCIATED WITH PARKSIDE VILLAGE

LEGEND:

- PROP. ROW
- PROP. TEMPORARY CONSTRUCTION EASEMENT
- PROP. STORM DRAINAGE EASEMENT
- PROP. WATERMAIN EASEMENT
- PROP. DRY UTILITY EASEMENT
- PROP. TRAIL EASEMENT



EXHIBIT C: EVERGREEN PRESERVE ESMTS, ROW, AND ROW VACATION PROPOSED ON WILLOWSFORD CONSERVANCY PARCELS



Scale: 1"=100'
 September 22, 2023