THE DULLES TOLL ROAD EXTENSION (DTRE)

COMPREHENSIVE AGREEMENT

between the Virginia Department of Transportation (VDOT) and the Toll Road Investors Partnership II, L.P. (TRIP II)

An Agreement for guiding the design-engineering, construction, operations, maintenance and expansion for the first privately financed toll road facility based upon the Virginia Highway Corporation Act of 1988, as amended

TRIP II 9/28/93

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COMPREHENSIVE AGREEMENT

I. INTRODUCTION

This Comprehensive Agreement (as supplemented or amended from time to time, this "Agreement") is entered into by and between the Virginia Department of Transportation ("VDOT") and Toll Road Investors Partnership II, L.P. ("TRIP II"), a Virginia Limited Partnership with offices at 109 Carpenter Drive, Suite 200, Sterling, Virginia.

This Agreement is entered into in accordance with the Virginia Highway Corporation Act, §56-535 et seq, Code of Virginia, (as amended, the "Act"), following approval by the Commonwealth Transportation Board ("CTB") of the Dulles Toll Road Extension ("DTRE") project by the CTB Resolutions identified in Appendix N to this Agreement.

TRIP II will contract with others for (i) the fast track design, and construction, and (ii) the maintenance and operation of the DTRE. Upon the agreement of the terms of this Agreement, TRIP II will make final arrangements for project financing. This Agreement defines the scope of work for design and construction of the DTRE by setting forth in this Agreement all State (Commonwealth of Virginia) practices and construction and engineering standards applicable to the DTRE. The general scope of the DTRE to be developed by TRIP II and its contractors is defined in Appendices A-1 and A-2 to this Agreement.

This Agreement provides for VDOT's review of the drawings and specifications prepared by TRIP II and its consultants for the DTRE for conformity with such state practices and state construction and engineering standards and approval thereof if such conformity is found to exist. This Agreement also provides for inspection of the construction of the DTRE by VDOT and the approval of such construction when it is found to conform to the approved drawings and specifications.

This Agreement sets forth all requirements applicable under the Act to the design, construction, operation, expansion and maintenance of the DTRE and defines the rights and responsibilities of each party in connection with such design, construction operation, expansion and maintenance.

The parties shall carry out their respective responsibilities in the spirit of cooperation contemplated by the Act, recognizing that it is not possible in this Agreement to define in detail or anticipate fully all activities necessary for the construction and operation of the DTRE. This Agreement shall be interpreted as consistent with and supplementary to the Act and its amendments.

The DTRE provides for the extension of the existing Dulles Toll Road (Rte 267) (the "Existing DTR") from its current western terminus just east of Route 28 to the Town of Leesburg at the Route 7/15 Bypass.

II. DEFINITION OF PROJECT SCOPE AND IMPROVEMENTS

A. Location and Scope of Improvement

The proposed location and scope of the DTRE are as shown on the Preliminary Drawings, 1-inch to 200 feet scale, dated May 19, 1991, appearing in Appendix A-1 to this Agreement.

B. Right-of-Way

1. TRIP II shall build the DTRE on land that has been transferred to TRIP II under the following conveyance documents (the "Conveyance Documents"):

i. for that portion of the DTRE Right-of-Way crossing through Dulles International Airport property, an easement (in the form attached as Appendix K) granted to TRIP II by the Metropolitan Washington Airport Authority ("MWAA") for a term equal to the unexpired term of the existing lease from the United States Department of Transportation to the MWAA.

ii. for the remainder of the DTRE Right-of-Way, deeds from landowners transferring fee simple title or easements providing for unrestricted and permanent dedication of the easement parcel for transportation purposes to TRIP II and its successors and assigns.

2. TRIP II shall provide for the conveyance of fee simple title in the name of the Commonwealth or the local governing body to the right of way for any relocated public way roads. Crossing of existing highways and roads shall be in conformance with Section 56-548 of the Act. Conveyance documents and ancillary easements, such as slope and drainage easements, shall not prohibit the conveyance to the Commonwealth upon expiration of the Certificate of Authority for the DTRE or earlier assumption by VDOT of construction and operation of the DTRE following termination of the Certificate of Authority pursuant to the Act. Upon expiration of the Certificate of Authority for the DTRE or earlier assumption by VDOT of construction and operation of the DTRE, TRIP II shall convey all of its right, title and interest in the right of way to the Commonwealth, or the local governing body as determined by the Commonwealth. Where TRIP II obtains a public access easement or other interest in land necessary in connection with the construction and use of secondary road improvements, TRIP II shall transfer such public access easement or interest to VDOT after VDOT has approved construction of the relevant secondary road improvement as required under this Agreement. VDOT will issue to TRIP II, at no cost to TRIP II, an easement in the form annexed hereto as Appendix M, which shall allow TRIP II and its successors and assigns to maintain and operate the DTRE and provide anticipated improvements as required by this Agreement through such secondary roadways.

3. Any title, easement, permit or other interest in or right to use, real property acquired by or issued to TRIP II in accordance with this Section II.B. shall be assignable by TRIP II without the consent of the grantor or issuer thereof, for security purposes only, to any lender or investor providing financing for the DTRE and to any person who succeeds TRIP II as the holder of a Certificate of Authority for the DTRE.

C. Wetlands Mitigation

Trip II shall maintain all parcels and easements acquired for wetlands mitigation in accordance with requirements of the United State Army Corps of Engineers ("COE") until such parcels or easements are transferred to a third party or parties acceptable to the COE.

D. Connections

The DTRE shall have seven initial interchanges and two additional interchanges to be built in the future, as shown in the following chart:

Route Connections			Phase
1.	Route 28 and Dulles Airport	-	Initial
2.	Route 606	-	Initial
3.	Route 607 (extended)	-	Initial
4.	Route 772, E. Spine Road	-	Initial
5.	W. Spine Road	-	Initial
6.	Route 659, Belmont Road	-	Initial
7.	Route 7/15 Bypass	-	Initial
8.	Route 654, Battlefield Parkway	-	Future
9.	Route 653	-	Future

Initial interchanges are intended to be constructed as provided herein and as shown in Appendix A-1. Interchange enlargements and expansions and future interchanges shall be constructed in accordance with Section VIII. Future connections of secondary roads through the DTRE Right-of-Way with adjoining secondary roads will not be opened until safe and appropriate transitions to the adjoining roads are constructed. The party responsible for work related to such connections shall be determined in accordance with Paragraph VIII.C.1.

E. Secondary Roadway Network

The roadway network in the service area is generally as depicted in the master plan documents for Eastern Loudoun County approved on October 10, 1989 and in the comprehensive plan for Fairfax County adopted July 1, 1991. A roadway network plan based on such documents is included in Appendix A-1 to this Agreement. Construction of the DTRE will require several modifications and/or temporary connections to existing secondary roads. TRIP II shall make the modifications and temporary connections specifically shown as its responsibility in Appendix A-1. TRIP II will show any other modifications and temporary connections to secondary roads required in connection with the construction of the DTRE on the construction drawings. Such modifications and connections will be presented in accordance with design criteria and standards as defined in Section III.

F. HOV Transition

TRIP II shall design the DTRE to accommodate the transition from lanes for high occupancy vehicles on the Existing DTR to regular lanes on the DTRE by using necessary pavement widening and signage where the DTRE connects with the Existing DTR.

III. DESIGN, REVIEW AND APPROVAL

TRIP II shall build the DTRE in accordance with the design approved by VDOT in accordance with this Section III. TRIP II shall not change, or depart from, the design approved by VDOT without VDOT's prior written consent in each instance. This section identifies the specific requirements of the design process, including the roles and responsibilities of the parties to this Agreement.

A. Design Criteria Standards

TRIP II shall prepare survey and road construction drawings in accordance with the following standards of VDOT: Volumes I and II of the Road and Bridge Standards, January 1993 edition; Road and Bridge Specifications, 1991 edition, as amended by Appendix A-2 annexed to this Agreement; the Survey Manual; Road Design Manual; Work Area Protection Manual; Drainage Manual; Land Use Permit Manual; Instructional and Information Memoranda of the Location and Design Division; Manual on Uniform Traffic Control Devices and the Virginia Supplement; AASHTO's policy on Geometric Design for Highways and Streets (1990); and applicable AASHTO Guides and updates through September 1, 1989, all incorporated herein by reference. The Executive Compliance Agreement between VDOT and the Virginia Department of Waste Management dated March, 1989 regarding the handling of solid waste from construction operation will apply, to the extent approved by the Department of Environmental Quality. All references in this Agreement to the Road and Bridge Specifications shall mean the 1991 edition, as amended by (i) amendments issued by VDOT as of March 11, 1993, except those excluded as listed in Appendix A-3, and (ii) Appendix A-2. In case of conflicts among design criteria standards, the Road and Bridge Specifications, as so amended, will control. Where the Road and Bridge Specifications are silent on an issue, or where engineering judgment is essential to interpret specifications, the VDOT Chief Engineer shall determine which of the standards referred to above shall control, subject to review by VDOT's Commissioner in accordance with III.D.5.

Allows burial of waste

1. Roadway: TRIP II shall construct the DTRE initially as a four lane, limited access highway, 60mph design speed, 4% maximum grade, with a median reservation for the future construction of two additional lanes by TRIP II and a mass transit facility by others. Design criteria for initial and 2013 design year conditions for secondary roadways will be in accordance with the following tabulation:

TABLE I

Initial Conditions For Secondary Roadways
(as shown in Appendix A-1)

Roadway Route	Classi-fication	Design Speed	Typical Section	Roadway Remarks	Bridge Remarks
Route 654 ** Battlefield Parkway	GS-7	40mph	2 Lane (11'). Undivided. Open Shoulders (6')	Temporary roadway alignment to be replaced by future Battlefield Parkway (by others)	Temporary Bridge over DTRE
Route 653	GS-4 DHV (200-400)	35mph* Interim	2 Lane (11'). Undivided. Open Shoulders (8')	Interim connections to existing roadways: exception for horizontal curve	Horizontal and vertical alignment of bridge meets GS-5 Standard
Route 648	GS-4 DHV (200-400)	40mph	2 Lane (11'). Undivided. Open Shoulders (8')	No widening by TRIP II	Not applicable
Route 643 (Shellhorn Road)	GS-3 DHV (200-400)	35mph*	2 Lane (11'). Undivided. Open Shoulders (8')	2 Crossings of DTRE. No widening proposed by TRIP II: exception - site distance	2 Crossings of DTRE. No bridge widening proposed by TRIP II
Route 659 (Belmont Road)	GS-5	60mph	2 Lane (12'). Undivided. Open Shoulders (12')	Portion of future roadway	Portion of future bridge
West Spine Road Claiborne parkway	GS-5	50mph	4 Lane (12'). Divided. Curb & Gutter. 28' Median	New road (by others)	No comment
Goose Creek Boulevard	GS-5	50mph	4 Lane (12'). Divided. Curb & Gutter. 20' Median	Future road planned by others	DTRE overpass proposed by TRIP II
Route 625 (Waxpool Road)	GS-3 DHV (200-400)	50mph	2 Lane (12'). Undivided. Open Shoulders (6')	No widening by TRIP II	Portion of future bridge
East Spine Road	GS-5	50mph	2 Lane (12'). Undivided. Curb & Gutter	Portion of future roadway	Portion of future bridge
Route 772 and Interim Connection to Route 772	GS-3 ADT (200-400)	35mph*	2 Lane (12'). Undivided. Open Shoulder	Interim Connection Between East Spine Road and Route 772: exception for horizontal curve	Not applicable
Route 607	GS-5	50mph	2 Lane (11'). Undivided. Curb & Gutter	Portion of future roadway	Portion of future bridge
Route 606 (over 400)	GS-3 DHV	50mph	4 Lane (12'). Divided. Open Shoulders (10')	Portion of future roadway	
Route 789 and 634	GS-7	40mph	2 Lane (12'). Undivided. Curb & Gutter	Widening (by others) to 4 lane divided	
Route 775	GS-7	40mph	2 Lane (12'). Undivided. Open Shoulders	Not applicable for WDIA property	Not applicable on WDIA property
WDIA Airport Access Road	GS-4 DHV (200)	40mph	2 Lane (11'). Undivided. Open Shoulders (6')	Privately owned and maintained by WDIA	Privately owned and maintained by WDIA

* Note: Design speed of 35mph at Routes 653, 643, and 772 is due to right-of-way constraints and geometrics of existing roadways.

** Route 654 is in the jurisdiction of the Town of Leesburg.

TABLE II

2013 Design Year Condition For Secondary Roadways

Roadway Route	Classification	Design Speed	Roadway Section	R/W Width
Rte 654. Battlefield Parkway	Urban Principal Arterial VDOT STD GS-5	50mph	4 Lane. Divided Curb & Gutter 28' Median	120'
Route 653	Urban Principal Arterial VDOT STD GS-5	50mph	4 Lane. Divided Curb & Gutter 28' Median	100'
Route 648	Rural Local Road VDOT STD GS-4	40mph	2 Lane. Undivided Open Shoulder	80'
Route 643	Rural Collector VDOT STD GS-3	50mph	2 Lane. Undivided Open Shoulder	80'
Route 659	Urban Principal Arterial VDOT STD GS-5	60mph	6 Lane. Divided Open Shoulder 28' Median	150'
West Spine Rd (Clairborne Pkwy) GS-5	Urban Principal Arterial VDOT STD GS-5	50mph	6 Lane. Divided Curb & Gutter	120'
Goose Creek Blvd. (Ryan Bypass)	Urban Collector VDOT STD GS-3	50mph	4 Lane. Divided Curb & Gutter 28' Median	100'
Rte 625 (Waxpool Road)	Urban Minor Arterial VDOT STD GS-6	50mph	4 Lane. Undivided Curb & Gutter	70'
East Spine Road (Crosses old Route 772)	Urban Principal Arterial VDOT STD GS-5	50mph	6 Lane. Divided Curb & Gutter 28' Median	120'
Route 607	Urban Principal Arterial VDOT STD GS-5	50mph	6 Lane. Divided Curb & Gutter 28' Median	120'
Route 606	Urban Minor Arterial VDOT STD GS-6	50mph	6 Lane. Divided Curb & Gutter 28' Median	160'
Route 789 and 634	Urban Collector Street VDOT STD GS-7	40mph	4 Lane. Divided Curb & Gutter 16' Median	90'
Route 775	Urban Collector Street VDOT STD GS-7	40mph	2 Lane. Undivided Open Shoulder	90'

Any change to the specified design will be subject to VDOT approval.

2. Structures: VDOT's Road and Bridge Specifications will govern except where it is absolutely necessary to augment them by inclusion of special provisions as identified by TRIP II's design engineers, subject to approval by VDOT. TRIP II shall cause the DTRE bridges to be designed in accordance with the 1989 AASHTO Standard Specifications for Highway Bridges as modified by VDOT and in effect as of September 1, 1989. The initial conditions for bridges have been tabulated and are shown in Table III.

Table III

Initial Conditions for Bridges

(See Appendix A-4)

3. Drainage, Erosion and Sediment Control: Hydrologic and hydraulic data and criteria to be used in the drainage design will be in accordance with VDOT's Drainage Manual, the Instructional and Information Memoranda and applicable US Soil Conservation Service Directives. The 100 year storm discharge will govern for main line computations. On interconnecting roadways, TRIP II will consider closed drainage systems.

The Virginia Erosion and Sediment Control Handbook dated 1980, as amended September 13, 1990, will be used to develop both temporary and permanent measures to construct and maintain the DTRE and control erosion and disruption to waterways.

4. Utilities: Existing utility facilities and appurtenances (including rim and invert elevations) will be shown in accordance with VDOT's Survey Manual and the Road Design Manual. Subsurface utility facilities will be shown using prints furnished in accordance with Instruction and Information Memorandum D140. Design of utility relocations will conform to VDOT's 1991 Road and Bridge Specifications for water and sanitary sewer facilities and other guidelines as specified in Volume III of VDOT's Manual of Instructions of Right-of-Way Division (utility relocation procedures). VDOT will issue land use permits for any utilities placed on VDOT rights-of-way, subject to compliance with requirements stated in this paragraph and the Land Use Permit Manual.

The following is a list of all known utilities located along the DTRE Right-of-Way and the anticipated action to be taken by or on behalf of TRIP II (if any) for their protection or relocation, subject to paragraph III.B.4.:

STATION (SEGMENT)	UTILITIES ENCOUNTERED ALONG THE DTRE
86+02 (D)	Town of Leesburg 16" water main (To be relocated)
113+69 (D)	C&P Buried Telephone Cable (To be relocated)
119+97 (D)	Town of Leesburg 8" Sanitary Sewer (To be upgraded & protected)
129+80 (D)	NOVEC Aerial Electrical Line (To be relocated U.G.)
175+40 (D)	NOVEC Aerial Electric (To be raised)
229+20 (BN)	NOVEC Aerial Electric (To be disconnected)
229+20 (BN)	C&P Telephone Aerial Telephone Cable (To be disconnected)
241+03 (BN)	C&P Telephone U.G. Telephone Cable (To be disconnected)
299+31 (BN)	C&P Telephone U.G. Fiber Optics Cable (To be Relocated)
304+28 (BN)	CNGTCO 30" Gas Line (To be relocated)
304+56 (BN)	CGTC 30" Gas Line (To be relocated)
311+49 to 312+33 (BN)	VEPCO - Aerial Electric Transmission Lines (To be raised)
364+00 (BS)	NOVEC Aerial Electrical Wire crossed by relocating Rt. 643 (Poles Relocated)
365+00 to 380+00 (BS)	C&P Telephone U.G. Fiber Optics Cable (To be Relocated)
369+84 (BN)	C&P U.G. Telephone (To be disconnected)
382+50 to 404+25 (BN)	VA. Power Aerial Electrical Line (Poles Relocated)
399+50 (BS)	LCSA - 30" Watermain (To be Protected)
413+74 (BS)	VA. Power Aerial Electric (To be disconnected)

STATION (SEGMENT)	UTILITIES ENCOUNTERED ALONG THE DTRE
484+11 (CN)	C&P U.G. Telephone (To be disconnected)
519+69 (CN)	C&P Buried Telephone Cable (To be relocated)
520+18 (CN)	VA. Power Aerial Electric (To be relocated)
553+66 (CN)	VA. Power Aerial Electric (To be relocated)
572+90 (CN)	C&P U.G. Telephone (To be Replaced)
587+80 and 588+02 (CN)	CGTC-26" Gas Lines (To be Relocated)
592+18 (CN)	C&P U.G. Telephone (To be Relocated)
621+47 (CN)	LCSA 42" Sanitary Sewer (To be modified and Protected)
633+20 (CN)	DCDPW 42" Sanitary Sewer (To be modified and Protected)
642+15 (CN)	AT&T U.G. Fiber Optics Cable (To be Relocated)
655+35 (CN)	VEPCO - Aerical Electric (To be Relocated)
655+85 (CN)	LCSA ex 16" w/m (To be Relocated)
670+00 (CN)	GTE Aerial Telephone (To be Relocated)
695+82 (CS)	DCDPW Ex. 24" Sanitary Sewer (To be Protected)
703+00 (CS)	VEPCO - Aerial Electric (To be Relocated U.G.)
790+90 (CS)	DCDPW Ex. 24" Sanitary Sewer (To be Protected)
810+84 (A)	MWAA U.G. Antenna (To be Protected)
812+06 (A)	VDOT U.G. Electric (To be Relocated)
814+77 (A)	VA. Power Aerial Electric (To be raised)
817+83 (A)	VDOT Ex. 1 1/2" Sanitary Sewer (To be Relocated) Force Main
821+00 (A)	C&P Telephone Aerial (To be Relocated)
821+00 (A)	VDOT - Aerial Phone Line (To be Relocated)
821+58 (A)	C&P U.G. Telephone (To be Lowered)
821+80 (A)	VDOT 1" waterline from well (No action)
821+90 (A)	C&P Telephone Aerial (To be Relocated)
822+89 (A)	VA. Power U.G. Electric (To be Relocated)

STATION (SEGMENT)	UTILITIES ENCOUNTERED ALONG THE DTRE
11+90 (BS) Reloc. Rt. 643 2+45 Spur Rt. 643	C&P Telephone U.G. (To be Relocated)
9+00 to 40+00 42+50 to 50+08 EX. Rt. 659 (BS)	C&P U.G. & Aerial Telephone (To be Relocated)
9+00 to 50+00 Ex. Rt. 659 (BS)	VA. Power Aerial Electric (To be Relocated)
29+33 (BS) Ramp C Rt. 659	VEPCO - Aerial Electric (To be Disconnected)
29+33 (BS) Ramp C Rt 659 & Rt643	C&P Aerial Telephone (To be Disconnected)
29+33 (BS) Ramp C Rt. 659	Radio Transmission Tower (To be Removed)
13+79 (CN) Relocated Rt. 772	C&P Telephone U.G. (To be Disconnected)
13+79 (CN) Relocated Rt. 772	VEPCO - Aerial Electric (To be Disconnected)
19+05 (CN) Ramp E Rt. 772	C&P Telephone U.G. (To be Disconnected)
18+94 (CN) Ramp E Rt. 772	VEPCO - Aerial Electric (To be Disconnected)
Ramp A/B (CN) Rt. 607	VEPCO - Aerial Electric (To be Removed)
27+68 Ramp B 110+42 Rt. 606 (CN)	VA. Power Aerial Electric (To be relocated)
28+00 (CN) Rt. 789	AT&T U.G. Telephone (To be Protected)
15+76 (CS) Gate 14 Access Rd.	DCDPW 36" San Sewer (To be Protected)

STATION (SEGMENT)	UTILITIES ENCOUNTERED ALONG THE DTRE
Satellite (A) Parking Ramp A	MWAA - U.G. Electric (To be Relocated)
19+22 Ramp A Relo. Rt. 28 (A)	GTE U.G. Telephone (To be Relocated)
41+21 Ramp A Route 28 (A)	DCDPW Ex. 30" Sanitary Sewer (To be modified and Protected)
29+00 (A) Ramp B Rt. 28	VDOT - U.G. Electric (To be Relocated)
30+50 (A) Ramp B Rt. 28	VEPCO - Aerial Electric (To be Disconnected)
36+60 (A) Ramp C Rt. 28	VEPCO - Aerial Electric (To be Relocated)
Existing (A) Horsepen Rd	VEPCO - Aerial Electric (To be Relocated)
10+44 (A) Relocation Horsepen (Rd)	FCPW - 8" San Sewer (To be Relocated)
10+95 (A) Relocation Horsepen Rd.	FCWA - 12" Watermain (To be Relocated)

STATION (SEGMENT)	SLEEVES FOR FUTURE UTILITY USE ALONG THE DTRE
114+00 (D)	Town of Leesburg - 30" Sleeve for future watermain
406+50 (BS)	LCSA - 36" Sleeve for future sanitary sewer
430+40 (BS)	Wash Gas - Proposed 8" gas line
471+60 (BS)	LCSA - 36" Sleeve for future sanitary sewer
480+00 (BS)	LCSA - 36" Sleeve for future water main
483+20 (CN)	Wash Gas - Proposed 8" gas line
502+50 (CN)	LCSA - 30" Sleeve for future water main
505+43 (CN)	LCSA - 42" Sleeve for future sanitary sewer
533+00 (CN)	LCSA - 36" Sleeve for future water main
533+20 (CN)	C&P Telephone - Proposed duct bank
533+25 (CN)	VEPCO - Proposed duct bank
565+20 (CN)	C&P Telphone - Proposed duct Bank
565+25 (CN)	VEPCO - Proposed duct bank
565+35 (CN)	Proposed 36" Sleeve for future sanitary sewer
565+45 (CN)	LCSA - Proposed 36" Sleeve for future water main
572+40 (CN) 572+50	C&P Telephone - U.G. Sleeves to be added
602+75 (CN)	LCSA - 36" Sleeve for future water main
602+95 (CN)	C&P Telephone - U.G. Duct Bank to be installed for future use
603+00 (CN)	VEPCO - Duct Bank for future use
632+87 (CN)	DCDPW - New 72" Sleeve
641+42 (CN)	LCSA - New Sleeve for relocated 16"WM now at STA 655+88
729+00 (CS)	LCSA - Proposed 24" Sleeve for future water main
15+50 (CS) (Gate 1 & Access Rd.)	DCDPW - New 72" Sleeve
40+95 (A) Ramp A	DCDPW - New 60" Sleeve

The work of relocation or protection of these utilities will be performed by contractors to be engaged either by the owner of the utility or by TRIP II. TRIP II shall enter into the necessary agreements with the utility owner for such protection or relocation subject to the requirements of III.B.4. VDOT will have no responsibility or liability for such relocation or protection.

B. Mapping and Project Documents

TRIP II shall establish horizontal and vertical controls in accordance with the VDOT Survey Manual. TRIP II will produce aerial mapping according to National Map Accuracy Standards. TRIP II shall provide cross sections for design and shall measure quantities photogrammetrically, supplemented by ground surveys when deemed necessary by Dewberry and Davis and any successor Project Design Engineer. Survey and mapping documents will be consistent and conform to the Virginia State Plan Coordinate System NAD 83. VDOT shall provide to TRIP II their existing, applicable aerial mapping and data on control surveys. TRIP II shall reimburse VDOT for such documentation in accordance with the payment procedures set forth in Section X. The following criteria apply:

1. Base Mapping and Base Plan Sheet Documents: The Scale will be 1" = 50'.

2. Computer Documentation: TRIP II shall provide aerial mapping data in the computer format prescribed by VDOT, with one set of reproducible originals of the base mapping.

3. Construction Documents: VDOT's Road and Bridge Specifications will govern. TRIP II shall cause drawings to be prepared in such a manner that when reduced to one-half of the original size, the drawings will be legible. Original lettering will be a minimum of 1/8" in height. TRIP II shall cause drawings to be prepared on VDOT standard size sheets (36" x 24" with 1/2" border, except on left edge which will be 2" wide).

4. Conveyance Documents: Accommodation of utilities will be in accordance with VDOT's Land Use Permit Manual. TRIP II shall provide all conveyance documents to VDOT when executed and will be available prior to any final approval of the DTRE design by VDOT.

C. Design Development and Packaging

1. The following list summarizes the design packaging to be used for the DTRE:

Segment	Package	Location
A-1	Roadway, Drainage & Structures.	STA 791+25 to 273+00 (DATR)
A-2	Pavement.	
A-3	Signing, Striping & Guard Rail.	
BS-1	Roadway, Drainage & Structures.	STA 351+00 to 482+00
BS-2	Pavement.	
BS-3	Signing, Striping & Guard Rail.	
BN-1	Roadway, Drainage & Structures	STA 215+00 to 351+00
BN-2	Pavement.	
BN-3	Signing, Striping & Guard Rail.	
CN-1	Roadway, Drainage & Structures.	STA 482+00 to 685+00
CN-2	Pavement.	
CN-3	Signing, Striping & Guard Rail.	

*Note: Station equation 685+00 Back equals 694+74.17 Ahead.

CS-1	Roadway, Drainage & Structures.	STA 694+74.17 to 791+25*
CS-2	Pavement.	
CS-3	Signing, Striping & Guard Rail.	
D-1	Roadway, Drainage & Structures.	STA 70+00 to 215+00
D-2	Pavement.	
D-3	Signing, Striping & Guard Rail.	
E-1	Clearing & Grubbing.	STA 88+00 to 351+00
E-2	Clearing & Grubbing.	STA 351+00 to 836+28.87±

G-1 Goose Creek Structure.

BR-1 Broad Run Structure.

GL-1 Gas Line Relocation. STA 304+28 & 304+56 (2-30" dia)
GL-2 Gas Line Protected. STA 587+80 & 588+02 (2-26" dia)

Get intimate with these

Adm-1 Administration Building.
Adm-2 Toll Plaza.
Adm-3 Toll Booths.
Adm-4 Admin. Building Landscape.
Adm-5 Toll Collection Equipment.

Because of the level of the design and the need to maintain a completion schedule as stipulated in the CTB Resolutions, final packaging may vary from the breakdown provided above. Any such variations will be coordinated with VDOT.

TRIP II shall submit soil reports analysis and boring logs to VDOT separately from design packages.

2. The design and construction of the DTRE will be divided into geographic subdivisions generally called SEGMENTS. Within the Segments, work activities will be organized by design stage and/or construction functions, generally called PACKAGES. Appendix B consists of a summary of the Packages the Project Design Engineer is developing and a list of the drawings by Package. The primary purpose for dividing design and construction into Segments and Packages is to give the General Contractor flexibility in scheduling and coordinating construction operations to reflect the fast-track nature of the project, as embodied in this Agreement.

The program calls for each Segment to be constructed in four general phases.

1. Clearing, Grubbing and Erosion-Sediment Control.

2. Roadway, Drainage and Structures.

3. Pavement.

4. Finishes and Specialty Construction.

These phases provide for segregation of construction activities to enable initial activities to proceed as final details are being designed. There is some risk that some areas may require a limited amount of reconstruction to meet final design requirements. VDOT shall have no responsibility for any costs or schedule changes resulting from such reconstruction, if any.

The design details to be provided in the Packages for each phase of construction activity are generally as follows:

Phase 1 - Clearing, Grubbing and Erosion and Sedimentation Control (50 scale drawings & profiles)

- Index with General Notes
- Computed alignment, right-of-way and temporary easements.
- Computed preliminary grade to establish initial clearing limits.
- Typical sections and approximate limits.
- Geometric layout, survey control, traverse data and Benchmark.
- Clearing limits.
- Approximate pavement and shoulder limits (not computed but dimensioned and tied by station).
- Initial soils and erosion and sedimentation control measures to include narratives, standards, soil maps and drawings.
- Initial temporary work areas and drainage structure for stream crossings.
- Permanent drainage structure designs that are critical to compliance with the schedule and the necessary calculations.
- Construction Staging Area Drawings.
- Title sheet with location plan and vicinity map.
- Initial fencing plan for site security and ROW fencing for Segments CN and CS.
- Existing Utilities.

Phase 2 - Roadway, Drainage and Structures (50 scale Drawings and profiles)

- Index with General Notes.
- Title sheet with vicinity maps, sheet layouts location plan.
- Phase 2 erosion and sediment control measures to include calculations for sediment basins, silt traps, water quality, soil maps, appropriate narratives and drawings.
- Geometric layout, survey control, traverse and benchmark data.
- Structures designs as they apply.
- Plans to include roadbed design and dimensioned pavement layout (not computed).
- Final profiles.
- Typical sections and limits with pavement design.
- Drainage details to include culverts, ditches, end treatments, profiles and drainage summary sheets.
- Initial utility relocation drawings.
- Maintenance of traffic and construction sequencing Drawings.
- Initial restoration drawings.
- Temporary roadway drawings with temporary drainage structures and easements.
- Cross sections at 50 foot intervals with rough template.
- Computed alignment, right-of-way and easements.
- Miscellaneous details and toll booth grading drawings.
- Fencing plan.
- Interchange drawings with geometrics and dimensioned pavement layout (not computed).
- Sign bridge plan details.
- Initial utility systems modifications.
- Utility relocations, protection and schedule for modifications.

- Initial maintenance of traffic Drawings and construction Sequencing (as appropriate).

Phase 3 - Pavement (50 scale Drawings and profiles)

- Title sheets with vicinity maps, sheet layout, and location plan.
- Index with General Notes.
- Typical sections with final pavement designs and limits.
- Geometric controls, survey control, traverse and benchmark data.
- Pavement layout on plan sheets (computed).
- Pavement summary.
- Final profiles.
- Guard rail and sign locations (for information only).
- Site Drawings for toll booths with utilities.
- Updated erosion and sediment control plan.
- Cross sections (final).
- Embankment CBR summary.
- Final right-of-way plats with permanent easements.
- Final interchange drawings.
- Phase 3 erosion and sediment control plan.
- Maintenance of traffic and construction sequencing Drawings.

Phase 4 - Finishes (Signing, Striping and Guard Rail) (50 scale Drawings)

- Title sheet with vicinity maps, sheet layouts and location plan.
- Index and General Notes.
- Metric and survey plan control, traverse and benchmark data.
- Project monumentation plan
- Plans for sign locations and messages.

- Sign bridge plan details.
- Signalization and lighting drawings and profiles for underground elements as required.
- Signal head details with phasing schematics.
- Guard rail plan and schedule.
- Typical sections.
- Schedule summaries for lighting and signals.
- Final maintenance of traffic drawings
- Phase 4 erosion and sediment control drawings.
- Site restoration drawings.

Major structure design not included as part of Phase 2 Packages will be submitted with excerpts of Phase 2 drawings for approach areas to provide roadway typical sections and grade interface verification.

TRIP II shall provide designs for operating elements of the DTRE, such as toll collection booths and facilities, in separate Packages in accordance with the Project Schedule annexed as Appendix C to this Agreement.

The content of each Package will be defined by the practical considerations of the geographic area, type of construction and the fast-track nature of the design and construction process. Contributions of two or more design disciplines may be integrated into a single Package (e.g., small bridge structural designs may be included in a Package that is predominately civil highway design). Design of some of the Segments is expected to be completed and approved before others in accordance with priorities to be established by TRIP II with VDOT concurrence. TRIP II intends to use the following design and construction divisions for the DTRE:

a. Segment "D" will include the area from the northwest terminus at Leesburg, approximate station 70+00, to approximate station 215+00. This Segment will also include the interchange at the route 7/15 bypass, and a future interchange with route 654.

The Route 654 Battlefield Parkway interchange will be initially constructed in accordance with the design for the "initial condition" shown on Sheet 6A of Appendix A-1; this interchange will be reconstructed in accordance with the design for the "future condition" as shown on Sheet 6 of Appendix A-1.

b. Segment "BN" will include the area from north of Rte. 653 at approximate station 215+00 south-east to Goose Creek at approximate station 351+00 and a future interchange with Rte. 653. Two bridge sites over the Sycolin Creek and the Sycolin Creek Tributary, at approximate stations 261+00 and 211+00 are included. Major utility crossings located within the limits of this segment include two gas pipelines in the vicinity of station 309+00. Relocation and protection of these facilities will be provided for under a separate Package "GL-1" because of the sensitive nature of this construction. Earthwork from approximate station 250+00 to 355+00 is predominately excavation that may need to be disposed of if not useable for Goose Creek approaches. Use of landfill

c. Package "G-1" will include the Goose Creek bridge and approaches between approximate stations 343+00 and 352+00. The relatively high elevation structure will require tall piers and abutments to accommodate the vertical profile. This will be primarily a structural package.

d. Segment "BS" will include the area from the east of Goose Creek to approximate station 482+00 north of Route 625. This segment will include the Route 659 interchange as well as the future interchange with West Spine Road. Considerable earthwork is required in this segment including the largest excavation and largest embankment areas of the project. Some material excavated from near Goose Creek may be useable as select fill, subbase or base course within the project.

e. Segment "CN" will include the area from approximate station 482 + 00 to approximate station 685 + 00. This Segment will include the interchanges at Route 772 (East Spine Road), Route 606 and Route 607. Included will be a bridge over Broad Run at approximate station 628 + 50. Major utility crossings within the limits of this Segment include gas pipelines to be provided for in a separate Package "GL-2" in the vicinity of station 588 + 00 and a sewer line in the vicinity of station 633 + 00 and Route 606 station 319 + 50. Because of the potential haul problems associated with crossing Broad Run and the potential need to separate Broad Run as an independent Package, this line section may be split into two with Broad Run as the break point. This also has the advantage of isolating off-airport construction from on-airport construction.

f. Segment "CS" will include the area from approximate station 694 + 74.18 to approximate station 791 + 25. This is a station equation at this interface with Segment CS (Station 685 + 00 Back equals Station 694 + 74.18 Ahead). This Segment will include the connections required with Route 28 and Washington Dulles International Airport ("Dulles Airport"). Three structures over Horsepen Run at approximate stations 729 + 81.46, Ramp G station 53 + 00 and Ramp A station 42 + 50 are required. Three major culverts are also included in this Segment. Major utility crossings in this Segment include a 24 inch sanitary sewer line crossings at stations 695 + 82 and 790 + 80.

g. Segment "A" will include the area from approximate station 791 + 25 to the terminus at the Existing DTR at approximate station 273 + 00. Included will be the work associated with the Route 28 interchange. Extensive structure construction, including ramps, will be included in the Packages for this Segment.

h. Package "E" will provide for initial clearing and grubbing of the DTRE and establishment of erosion and sediment control measures. TRIP II shall provide in subsequent Packages necessary supplements and amendments to erosion and control measures.

i. Fixed facilities will be provided for in separate Packages to include:

- Toll plazas with embedded duct work, shelters, lights, and toll collection equipment installation.

- Toll booths, including supporting infrastructure and equipment installation. Submittals shall provide for capability to connect at Route 28 the DTRE toll collection system to VDOT's automatic vehicle identification system for the existing DTR. The toll booth to be constructed for VDOT's use at the ramp connection of the existing DTR with southbound Route 28 shall be connected to VDOT's AVI system.

- Toll equipment functionally compatible with VDOT collection systems on the Existing DTR.

- Landscaping associated with the toll plaza and ramp plaza areas.

j. Packages "GL" will provide for relocation and protection of the existing gas lines. Because of the special nature of this work and the need to schedule this work independently and in advance to the roadbed construction, these utilities have been separated into special Packages.

k. Within Segment A, BS, BN, CN, CS, and D, the following three separate Packages will be developed and organized based on the logical sequence of the work:

(1) Design for construction of Right-of-Way fencing, the roadway embankment and cuts to include ditching and drainage structures, construction of DTRE structures associated with interchanges and secondary roadways and continuation of erosion and sediment control measures initiated in Package E.

(2) Design for construction of the pavement section, including fine grading of subgrade and seeding, mulching and fertilizing of slopes and site work required for toll booths.

(3) Design for construction of signing, guard rails, roadway striping, painting, delineators, signals and lighting for interchanges.

D. Review by VDOT

TRIP II shall follow the procedures described below to ensure timely VDOT reviews of Packages and resolution of issues arising from these reviews.

1. Design Review Schedule: TRIP II shall submit Packages to VDOT in accordance with the design review schedule (the "Design Review Schedule") as revised through June 29, 1993, which forms part of the comprehensive Project Schedule annexed hereto as Appendix C. Any further modifications to the Design Review Schedule must be approved by both parties. VDOT and TRIP II will cooperate in good faith to accommodate any modifications that are reasonably necessary to conform the Design Review Schedule to TRIP II's construction schedule.

2. Procedures for Design Review Request: TRIP II shall simultaneously submit Packages for review directly to VDOT Location and Design Division, attention VDOT's designated representative, any design consultant designated by VDOT, and Fairfax County, Loudoun County, Town of Leesburg and the MWAA as appropriate. TRIP II shall provide sufficient copies to allow for a simultaneous distribution and review by VDOT Northern Virginia District Administrator and the Leesburg Resident Engineer. Drawings submitted by TRIP II shall be at a level of completion sufficient to determine whether such drawings comply with applicable design standards. The VDOT Chief Engineer shall adhere to the approved Design Review Schedule.

3. Period of Review: a. VDOT shall review the Packages in accordance with the Design Review Schedule. Unless otherwise provided in the Design Review Schedule, VDOT shall complete its review within fifteen working days after submission of a Package, exclusive of mailing times from TRIP II to VDOT and VDOT to TRIP II. TRIP II and VDOT shall use messenger delivery, Express U.S. Mail service or other overnight delivery service for submission of Packages and return of comments by VDOT. TRIP II shall pay the cost of such service.

b. VDOT may return drawings without review within three working days after receipt if it determines that such drawings are not sufficiently complete to enable VDOT to determine compliance with applicable design standards.

c. VDOT shall assign to the design review effort sufficient resources to meet the Design Review Schedule. To assure continuity and consistency, VDOT shall not reassign such resources without good cause. If VDOT disapproves or requires changes in part of the Package, the VDOT Chief Engineer shall nevertheless issue a partial or conditional approval of any portion of the Package that meets the applicable criteria and standards and on which construction can commence consistent with good construction practice.

4. Working Sessions: TRIP II and VDOT shall meet regularly, either weekly or as otherwise agreed by the parties in Working Sessions, to review the progress of the design and to resolve any outstanding design issues.

5. Resolution of Design Issues: TRIP II and VDOT shall attempt to resolve between themselves all design questions and comments arising from VDOT reviews. All unresolved issues shall become an agenda item at the next scheduled Working Session. In the event that an issue is not resolvable at this Working Session, the Chief Engineer of VDOT, shall provide a ruling on the issue in dispute. If such ruling, in the opinion of TRIP II, imposes an unreasonable burden on TRIP II or the DTRE, then TRIP II may request a ruling from the Commissioner of VDOT, whose decision shall be final, provided that such decision is not inconsistent with this Agreement.

6. Participation by Counties, Town and MWAA: Loudoun and Fairfax Counties, the Town of Leesburg and MWAA may participate in the review process. Their participation must be in writing and meet the Design Review Schedule. VDOT shall coordinate comments on submittals from Loudoun and Fairfax Counties, the Town of Leesburg and MWAA. To the extent such comments are conflicting or inconsistent with the DTRE's scope as defined in this Agreement, VDOT and TRIP II shall reconcile such

comments within the requirements of this Agreement. VDOT shall provide TRIP II with copies of all written comments received by VDOT.

7. Design Approval: The Chief Engineer of VDOT or a designated representative shall approve the drawings and specifications as required by Section 56-544.B. of the Act if such drawings and specifications are in conformance with State practices and with State construction and engineering standards, as set forth in this Agreement.

8. Design Modification: VDOT shall, when required to do so pursuant to Section 56-544.A of the Act and the CTB Resolutions, review changes to the design of the DTRE, as set forth in Appendix A-1, in accordance with the procedures and standards set forth in Paragraphs III.D.1 through III.D.7. and, if VDOT approves design changes, approve any increases in construction costs resulting from such design changes, provided such costs are reasonable.

IV. CONSTRUCTION

This Section identifies the specific construction responsibilities and authority reserved to VDOT and TRIP II and their interests in the construction of the DTRE.

A. Permits and Approvals

Prior to the start of any construction of any part of the DTRE, TRIP II or its contractors will obtain any permits required for such construction by governmental authorities with jurisdiction over the DTRE.

1. Federal:

TRIP II shall obtain a Section 404 environmental permit for the entire alignment from the COE. TRIP II shall comply with all requirements under the COE Permit No. 90-1855-15 issued to TRIP II on May 14, 1991, as modified, a copy of which is annexed hereto as Appendix D.

TRIP II shall also obtain Federal Aviation Administration permits, if required.

2. State:

Upon approval of the clearing, grubbing and erosion and sediment control drawings for the entire alignment and the submittal of the proposed construction work program for temporary haul roads, construction staging areas, temporary construction entrances and construction access in accordance with the Land Use Permit Manual, VDOT will issue the Land Use Permit for the entire alignment. This Permit will allow TRIP II to perform the work covered by such submittals and to use and cross all VDOT rights-of-way and to carry out clearing, earthmoving and other construction activities. The Permit shall be subject to such conditions as VDOT may impose to protect the health, safety and welfare of the traveling public and the physical integrity of VDOT facilities. TRIP II will not be required to obtain any additional Land Use Permits for the DTRE.

Detours and maintenance of traffic plan will be submitted with each subsequent Package. Approval of the Package by VDOT and any necessary amendments or additions to the work program by the VDOT Resident Engineer will allow TRIP II to proceed with the construction work covered in that Package. TRIP II shall implement maintenance of traffic drawings in accordance with the appropriate approved Package being constructed. Maintenance of traffic measures will comply with the Manual on Uniform Traffic Control Devices.

To preclude TRIP II from being required to provide double and/or overlapping bonding for local government and VDOT interests, the liability and bonding limits established in the Certificate of Authority issued by the SCC shall be the sole requirement of TRIP II and its contractors for the DTRE.

3. County/Local

TRIP II shall obtain the necessary occupancy and general use permits for fixed facilities from the appropriate counties and municipalities prior to occupation and use.

TRIP II shall observe all local laws to which exceptions have not been granted during VDOT's review of design and construction of the DTRE.

TRIP II shall comply with all of the Conditions to the Special Exception Permit issued by Loudoun County set forth in Appendix J.

B. Construction Sequencing

TRIP II shall design and construct the DTRE in accordance with the Project Schedule described in Section IV.C., as such Schedule may be updated by TRIP II from time to time. TRIP II will cause Packages to be issued for fast-track execution as appropriate stages of design are completed.

1. Segments: TRIP II shall give work priority on each Segment based on the following considerations:

a. Construction traffic requirements for access to the right-of-way and the development of haul roads.

b. Logical progression of the construction operations of several disciplines in a preferred direction.

c. The degree of difficulty and anticipated duration of construction.

d. Concern for disruption of local roads and inconvenience to area residents.

e. Jurisdictional responsibilities of VDOT, Town of Leesburg, Fairfax and Loudoun Counties, and the MWAA, and any requirements those entities have imposed on the DTRE construction process, particularly because of their responsibilities for other construction projects.

f. Engineering considerations, such as potential borrow areas within the DTRE limits, natural boundaries, streams, locations of spoil disposal areas, the local road network and haul road requirements, and recommendations for balanced cut and fill operations.

2. Construction Stages: Construction efforts that can be discretely and economically packaged shall be bid and contracted for separately. Typically, the division of construction activities will follow the same breakdown as the division of work contained in the Packages, including the following:

a. Clearing and Grubbing. This type of construction activity would include staking of the approximate construction limits; installing comprehensive sediment and erosion control measures; clearing of vegetation, and grubbing of roots and stumps. These activities would not require shaping of the right-of-way, but would require maintenance of the temporary sediment control until relieved by the succeeding contractor. Clearing limits will be intentionally understated to eliminate the possibility of excessive clearing.

TRIP II reserves the right to supplement the above activities with the construction of critical box culverts or other drainage structures that could affect the timely completion of the DTRE. In this event, the construction documents for the culvert will be supported by the required hydrologic data and the location of the culvert will become a control element for the DTRE design.

b. Roadway and Drainage. These activities will be contracted for separately but may overlap in time with the previous package(s) within a designated area. This effort will include cut and fill operations; stockpiling of topsoil, hauling of borrow and spoil, spreading and compacting of subgrade materials, inspection and testing of subgrade; and developing the design cross-section, and the horizontal and vertical alignment of the subgrade in the assigned area. This activity will also include construction of drainage structures and ditches, inlet and outlet structures (e.g., culvert extensions/reductions, end sections, wingwalls, rip rap). These activities will continue, modify as necessary and maintain sediment and erosion control within the assigned area, and construct or complete storm water management provisions in the area.

c. Pavement. This activity will be accomplished by specialty contractors not likely to have been involved in the earlier construction stages. Included will be hauling, stockpiling as necessary, spreading, shaping and compacting, inspection and testing of subbase and base course aggregate material; and placing of the finished surface course according to the final horizontal and vertical alignment for both the roadway and shoulders to include the DTRE as well as required secondary roadway improvements.

d. Finish and Specialty Construction. The efforts within these activities may overlap in time with both "Roadway and Drainage" and the "Pavement" activities, may extend over two or more Segments of the facility, and are more likely to be assigned to specialty contractors. These efforts will include toll plazas, pavement markings, pavement delineators, lighting, signaling and signage; guard rails and impact attenuation devices; administrative facilities; and landscaping.

e. Major Structures. These activities will be contracted separately from the Segments because of the critical nature of their construction. They will include such structures as the Goose Creek bridges and the Broad Run Bridges. Structures for the Route 28 interchange may be constructed independently to meet schedule restrictions.

f. Other Structures. Construction of DTRE structures within each Segment may be included in Roadway and Drainage Activities, however, TRIP II reserves the right to have structures constructed as individual activities if they are critical to compliance with the Project Schedule.

C. Project Scheduling & Control

TRIP II shall manage the construction of the DTRE with the aid of the Project Schedule (the "Project Schedule") annexed hereto as Appendix C, which TRIP II has developed in coordination with VDOT using the Critical Path Method. The Project Schedule will incorporate the time-phased design reviews and progress-based construction inspections. TRIP II shall periodically update the Project Schedule as necessary, provided, that TRIP II shall coordinate with VDOT any changes in the Project Schedule that affect VDOT's review process or inspection operations. The Project Schedule will indicate the planned milestones for start and finish of work for each construction package. VDOT and TRIP II shall coordinate scheduling of other VDOT construction projects with TRIP II construction of the DTRE and, subject to the exercise by VDOT of its statutory power to take action in emergencies when necessary for the safety of the traveling public, VDOT shall give priority to TRIP II's construction operations, including the review and approval authority, to avoid delays to the DTRE critical path. As part of such

effort, VDOT and TRIP II shall cooperate in reviewing the following data and, where feasible, revising the Project Schedule to avert conflicts with other VDOT construction projects:

- design start, review dates and design finish;
- interface relationship to other packages and milestone completion dates for each construction package and each-segment;
- final inspection and acceptance of the completed segment.

TRIP II shall use the Project Schedule to monitor progress. Each month, TRIP II shall measure actual progress of design and/or construction against the Project Schedule and provide VDOT with a copy of the progress report and analysis.

D. Quality Control Program

1. Development and Administration: TRIP II shall prepare a Quality Control Program for execution during the construction phase of the DTRE. The Quality Control Program will be coordinated and administered by a team of engineers and senior inspectors (collectively the "Quality Control Staff") under contract to TRIP II. A program substantially in the form attached in Appendix E, approved by the Construction Engineer on October 29, 1991 will be used. The development and implementation of the Program will be coordinated with VDOT. The Program will satisfy the following requirements:

- TRIP II shall establish and enforce quality standards for all aspects of the DTRE;
- The quality standards will meet or exceed requirements stated in the drawing and specifications for the DTRE as previously approved by VDOT, including those contained in the VDOT Construction Manual and incorporated herein by reference.
- Testing laboratories employed by TRIP II must be selected from a list of pre-qualified firms approved by VDOT prior to performing on the DTRE;
- Quality Control procedures and documentation as set forth in Appendix E is consistent with VDOT practices, including periodic reports, deficiency reports, test and acceptance reports;

- TRIP II shall make available to VDOT in accordance with Appendix E on a continuing basis the complete documentation of Quality Control results for the construction work completed or in progress;

- TRIP II shall provide a final quality control report upon completion of the Project, which shall include "as-built" drawings prepared by TRIP II's Project Design Engineer.

- All Inspectors on the DTRE, depending on the material they will be inspecting, shall be holders of either a Asphalt Road Inspection or Technician Certificate or a Construction Road Inspection or Technician Certificate and shall have satisfactorily completed VDOT requirements for such Certificates.

2. Quality Control Inspection: TRIP II shall develop and be responsible for the implementation of a construction inspection procedure that will provide for control of work, control of material, and control of installation of materials. All inspections shall be performed by TRIP II's Quality Control Staff. The Quality Control Staff shall determine whether the work is in compliance with the approved drawings and specifications.

3. Quality Control Standards: The responsibilities of TRIP II's Quality Control Staff will be modeled after Section 200 General, of the VDOT Construction Manual following the guidelines and procedures established in:

- Virginia Department of Transportation Road and Bridge Standards, January 1993; and Road and Bridge Specification, 1991 edition.

- Construction Phase Inspection, Virginia Department of Highways and Transportation, (Revised 10/1/83).

- Virginia Test Methods Manual and Manual of Instructions, Materials Division, Commonwealth of Virginia Department of Transportation.

- Manual on Uniform Traffic Control Devices, including the Virginia Supplement.

4. VDOT Spot Checks: VDOT may spot check TRIP II's quality control inspections and methods to confirm that the work in question complies with the approved drawings and specifications.

5. Quality Control Documentation: As part of the Quality Control Program, TRIP II will compile certifications attesting to the satisfactory results of tests of materials and workmanship incorporated into the DTRE. TRIP II will also provide certifications that the finished construction complies with the approved drawings and specifications. TRIP II will develop a procedure in coordination with VDOT whereby a copy of each report or certification of project quality (e.g., compaction tests, aggregate certification, QC reports) will be furnished to the Leesburg Residency of VDOT. The original of each such form will be compiled by the Quality Control Staff as part of the permanent construction records. These documents will be provided to VDOT in the course of construction and will provide a means of checking that each contemplated step of the construction program has been accomplished.

E. Inspection and Acceptance of Construction

1. Inspection and Acceptance: a. Prior to beginning construction operations, TRIP II and VDOT shall identify the critical stages of work that may require the presence of a VDOT designated inspector. VDOT inspectors shall have free access to all areas of the DTRE for inspection purposes at all times. Any direction or request directed by VDOT to a contractor shall be issued through the authorized representative of TRIP II.

b. TRIP II may request that VDOT inspect and accept a completed Segment or portion thereof subject to timely completion of punchlist work. After receipt of such notices that a Segment or portion of a Segment is ready for inspection and acceptance, VDOT and TRIP II shall conduct a joint inspection to confirm that the Segment or portion of the DTRE has been completed in accordance with the approved drawings and specifications. The time for completion of each such inspection will be identified in the Project Schedule. VDOT shall conduct all inspections, including final inspection, within one (1) week

of receipt of notification from TRIP II that a Segment or portion of a Segment is ready for inspection.

c. If VDOT finds, upon inspection, that the Segment or portion has been completed in conformity with the drawings and specifications, it shall issue its written acceptance thereof within five (5) days of completing the inspection. If a VDOT inspection reveals that work has not been performed in accordance with the approved drawings and specifications, VDOT shall give TRIP II a detailed description of any deficiencies. TRIP II shall make good such deficiencies to conform the work to the standards of this Agreement and the corrected work shall be subject to inspection, as provided in this Section IV.E., and reinspection.

2. Pre-Opening Inspection and Acceptance: At TRIP II's request to open the DTRE or a portion of the DTRE to traffic, VDOT shall inspect the DTRE or the portion to be open and notify TRIP II if it will permit the DTRE or portion thereof to open to traffic. A section or portion of the DTRE will be deemed ready for opening to traffic if it conforms to the approved drawings and specifications, notwithstanding that finish grading, seeding, maintenance facilities and related work not constituting a part of the roadway or necessary for the operation thereof has not been completed.

3. Final Inspection and Acceptance:

a. When TRIP II notifies VDOT that the entire DTRE including seeding, maintenance facilities and all other work shown in the approved drawings and specifications, has been completed, VDOT shall inspect those portions of the work not previously inspected for final acceptance. If VDOT finds that such work conforms to the approved drawings and specifications, VDOT shall issue its final acceptance of the entire DTRE. VDOT shall notify TRIP II of such final acceptance in writing within five (5) days of VDOT's final inspection. At such time the VDOT Chief Engineer shall issue the completion certificate persuant to section 105.15(b) of VDOT's Road and Bridge Specifications (the "Completion Certificate").

b. If VDOT's inspection discloses any work, in whole or in part, as not being in compliance with the approved drawings and specifications, VDOT shall give TRIP II a detailed description in writing of any deficiencies. TRIP II shall thereafter correct such deficiencies. Upon TRIP II's completion or correction of the work, VDOT shall make another inspection which shall constitute the final inspection. In such event, VDOT shall make the final acceptance and shall notify TRIP II of such acceptance within five (5) days of VDOT's inspection and the Chief Engineer shall issue the Completion Certificate. DTRE shall be open to traffic no later than the completion of construction, which completion shall be evidenced by receipt of VDOT's Completion Certificate.

4. No Waiver: VDOT inspection and acceptance of the entire DTRE or any phase of the DTRE is not intended to relieve TRIP II or others of liability of any type, but only to protect the Commonwealth's interests in the DTRE.

F. Design Modifications During Construction

TRIP II may request modifications to the approved design at any time. VDOT shall approve the proposed modifications if they meet the standards set forth in this Agreement and are in the interests of the traveling public. The review and approval of design modifications will be as set forth in Section III.

V. OPERATION

A. General Operating Procedures

1. VDOT and TRIP II shall coordinate any proposed or anticipated changes to established operating procedures on the DTRE by agreement between the VDOT Commissioner and TRIP II's Operating Officer.

2. VDOT shall give TRIP II reasonable advance notice of proposed changes in operating procedures on the Existing DTR and shall review with TRIP II all changes that might affect operations on the DTRE.

3. TRIP II shall ensure that the DTRE road connections and the DTRE compatibility with the public road network are in accordance with applicable statutory requirements and design standards referenced herein.

B. Administration by TRIP II

1. Staffing Plan: The number of toll collectors and supervisors provided for in the present staffing plan is generally based upon the current VDOT staffing formula: (number of manned booths or lanes) x (number of shifts/day) x (shift length hours) x (365 days/year). 1834 available duty hours/year are assumed for a full time equivalent position.

2. Bonding: All DTRE personnel involved with toll collection and handling of funds shall be bonded.

3. DTRE Pass Policy: TRIP II shall provide free pass usage on the DTRE to the persons identified in the Virginia Code Section 33.1-252.

4. TRIP II Administrative Facility/Building:

a. TRIP II shall construct an operations building capable of housing the DTRE administrative staff, toll collectors assembly and locker areas, restroom facilities, revenue and change holding vault, revenue counting room, and toll equipment maintenance area. TRIP II will provide adequate parking for DTRE personnel and visitors.

b. VDOT and, if necessary, as determined by VDOT, the State Architectural Review Board, shall review the architectural features of the DTRE administrative buildings, including toll booths and main line plaza, to determine compatibility with the architectural features and space planning of the Existing DTR facilities.

5. Auditing Procedures:

a. DTRE administrative employees shall be responsible for personnel and financial management, contract administration and routine auditing and reporting functions. TRIP II will retain an independent audit firm, acceptable to VDOT, to perform annual audits of the DTRE operations. Any independent auditing firm acceptable to the SCC will be acceptable to VDOT.

b. VDOT shall have complete access to the TRIP II's inhouse and outside audits of DTRE's toll collections and may employ state audit procedures as necessary to ensure accountability of toll revenues. TRIP II's audit shall include an evaluation of the system of internal controls that is in place and functioning to insure the accuracy and timely deposit of Commonwealth funds.

6. Toll Collection System:

a. TRIP II shall install a toll collection system that uses either mechanical or electronic collection systems and maintains the ability to determine the number and classification of vehicles using the DTRE as well as the amount of tolls collected. The DTRE toll collection system shall comply with the following:

(1) Any coin collection equipment installed shall be capable of accepting U.S. legal tender, or toll tokens. Complete compatibility of DTRE and existing DTR coin equipment is not required, but is desirable for any cross-maintenance assistance procedures that may evolve.

(2) TRIP II shall have the right to implement an AVI system on the DTRE, the design, administration and operation of which may be separate from the AVI system implemented by VDOT on the DTR, provided, however, that AVI system implemented by TRIP II on the DTRE shall appear compatible to the travelling public in order to maximize the public's use of the two systems. TRIP II and VDOT may, but shall have no obligation to, enter into a detailed agreement on the design, administration and operation of their respective AVI systems.

Gives us greater flexibility

→ Ramp D Toll Plaza

(3) TRIP II shall construct on the ramp that serves the westbound DTR to southbound Route 28 traffic, a toll collection and AVI system that is compatible with the existing DTR system.

(4) TRIP II's toll collection system shall provide a level of security at least equal to VDOT's system.

7. Collection of the Tolls for VDOT:

a. TRIP II shall collect tolls from users of the existing DTR where it connects to the DTRE for VDOT's account. After deduction of the amount referred to in subparagraph V.B.7.b., all funds collected for VDOT shall be deposited in a Commonwealth bank account on a daily basis in accordance with VDOT/Commonwealth deposit policy and procedures. TRIP II shall provide sufficient bonding to secure all daily deposits. TRIP II shall provide a monthly audited accounting of funds due to VDOT for traffic entering the existing DTR from the DTRE. Such audited accounting shall include a daily listing of traffic volumes by vehicle class, total revenues collected for VDOT, the amount deducted referred to in subparagraph V.B.7.b. and bank deposit records for the remaining amount.

b. TRIP II shall retain five percent of all toll revenues that it collects from users of the existing DTR for VDOT's account. The five percent retained by TRIP II in accordance with this subparagraph shall be TRIP II's sole compensation for collecting tolls from users of the existing DTR on behalf of VDOT.

c. VDOT shall reimburse TRIP II for twenty percent of the cost, up to a maximum reimbursement of $500,000, of design and construction of toll barriers at which TRIP II will collect tolls for both its own account and the account of VDOT, or solely for the account of VDOT. TRIP II shall provide to VDOT, prior to the commencement of work, an itemized estimate of the cost of design and construction of such toll barriers provided, however, that if VDOT and TRIP II agree on a lump sum price to perform the work, then VDOT's payments would be in accordance with a schedule of values agreed upon by VDOT and TRIP II. If the work is performed on a basis of an estimate of the cost, then

upon completion of the work, TRIP II shall provide VDOT an itemized statement of the actual cost of the design and construction for such toll barriers. VDOT shall, within thirty days after receiving verification of the actual cost, reimburse TRIP II for VDOT's share of the cost of such work.

8. Insurance and Liability: TRIP II shall comply with Section 56-545 of the Act, "Insurance", to include specific liabilities and limits established by SCC certification.

9. Transportation Restriction and Permits:

a. The DTRE shall have the same weight and axle limitations as the Existing DTR. Legal load limits shall apply.

b. The DTRE shall have the same vehicle length and width restrictions as the Existing DTR.

c. TRIP II shall adopt regulations relative to transportation of hazardous materials on the DTRE that shall be at least as restrictive as applicable State requirements; provided, however, that TRIP II may prohibit, in accordance with Section 56-543.A.2b of the Act, the transportation of hazardous materials on the DTRE except by special permit.

10. Utility Crossings and Easements. TRIP II shall comply with Section 56-547 of the Act, "Utility Crossings". Future utility crossings will be processed through VDOT and TRIP II in accordance with standard procedures and Section 56-547 of the Act.

11. Future Easements. Section 56-548 of the Act shall apply to access across the DTRE Right-of-Way for future roads and highways.

12. Emergency Repair. TRIP II shall standardize emergency repair and towing procedures for use by the traveling public. Agreements between TRIP II and the State and local police for services on the DTRE shall reflect these procedures.

VI. MAINTENANCE

A. Inspection of Roadways & Bridges

The frequency and types of inspections shall be in accordance with the current AASHTO Manual for Maintenance Inspection of Bridges, all applicable FHWA directives, and all applicable VDOT inspection requirements. VDOT shall have access to the roadway at all times to monitor the maintenance practices of TRIP II and may take such actions as are appropriate to ensure the performance of such maintenance obligations.

1. TRIP II shall be responsible for inspection and maintenance of new bridges constructed within the DTRE right-of-way, either for main line DTRE or other roadways unless VDOT or the County of Loudoun expressly assumes such responsibility.

2. In any case where the DTRE right-of-way encompasses an existing bridge or expansion of an existing bridge, the current owner of that structure shall retain inspection and maintenance responsibility, whether VDOT or MWAA, as the case may be. Maintenance by non-DTRE staff affecting DTRE users shall be coordinated with TRIP II's Operating Officer.

B. Inspection of Fixed Facilities

1. Toll Booths, Toll Plazas and Equipment: TRIP II shall inspect toll booths, toll plazas and equipment on an annual preventive maintenance schedule. TRIP II shall inspect toll collection equipment, coin collectors and AVI components regularly. TRIP II shall check lighting and signage daily.

2. Administrative Facilities: TRIP II shall inspect administrative facilities regularly for compliance with health and safety standards. TRIP II employees shall correct critical deficiencies and contract custodial forces shall provide routine needs.

C. Routine Maintenance of Roadway and Bridges

TRIP II shall provide a level of service for maintenance "B", as defined in VDOT's Level of Service For Maintenance Conditions, July 1985, revised February 2, 1987 and as subsequently revised during operation of DTRE. TRIP II shall maintain signs and pavement markings to level "B", as indicated in paragraph IV.B. of the above referenced publication, entitled "Summary of Maintenance Levels A, B, and C for Interstate Highways".

D. Routine Maintenance of Fixed Facilities

1. Toll Booths and Equipment: TRIP II shall maintain toll booths on a preventative maintenance schedule to be established annually. Work shall be performed on a work order basis for immediate repairs not identified in the annual agreements. TRIP II shall maintain the capability for complete toll booth replacement by keeping a functioning temporary transportable toll booth in reserve at all times. Toll collection equipment will be maintained by TRIP II employees or by private contract. The schedule of allowable down time shall not exceed that actually experienced on the Existing DTR.

2. Toll Plaza and Equipment: TRIP II shall follow a preventive maintenance schedule for booths and equipment equal to or more rigorous than the maintenance schedule on the Existing DTR. Lighting and signage maintenance may be included in the contract for roadway and bridge maintenance or in a separate agreement.

3. Administrative Facilities: TRIP II shall maintain administrative facilities to established health and safety standards using TRIP II employees and contract custodial services.

E. Snow and Ice Removal

1. Responsibility: TRIP II shall be responsible for snow and ice removal on the DTRE main line and its access ramps.

2. Standard: TRIP II shall provide the same level of snow and ice removal as VDOT provides on the Existing DTR; however, TRIP II shall maintain a minimum of level "B", as defined in the Summary of Maintenance Levels A, B and C for Interstate.

3. Response Time: TRIP II's response time on the DTRE shall be the same as the response time on the Existing DTR.

4. Forces: Subject to agreement on terms mutually satisfactory to the parties, TRIP II may contract with VDOT for use of VDOT's in-house forces and equipment, augmented by VDOT's backup private forces and equipment as required. TRIP II shall reimburse VDOT for these services, when provided, on a basis mutually acceptable to VDOT and TRIP II.

F. Annual Inspection and Maintenance Replacement. TRIP II will employ the services of an independent inspection contractor (the "Inspection Consultant") to perform annual inspections of the DTRE. Selection of the Inspection Consultant is subject to VDOT approval, not to be unreasonably withheld. The fact that an Inspection Consultant is affiliated with TRIP II shall not disqualify the consultant from serving, provided that VDOT is satisfied that the consultant will perform its duties in an independent manner. TRIP II will provide inspection results to the SCC and VDOT.

The Inspection Consultant shall make an annual assessment of pavement condition utilizing VDOT's Pavement Management System or other systems that meet or exceed the requirement of the VDOT system. The cost for performing this service by VDOT, including a visual condition survey, encoding data and analysis reports, shall be borne by TRIP II. The Inspection Consultant's report shall include, without limitation:

(1). Specific details to correct short term deficiencies.

(2). Short and long term maintenance trends.

(3). Recommendations for achievement of maintenance levels for the next year to achieve "Service Level B".

(4). Recommendations for adjustments to the maintenance reserve referred to in Section XI.

G. Inspection and Maintenance Responsibilities East of Station 725

TRIP II, VDOT and MWAA intend to enter into a separate agreement (The East End Maintenance Agreement) that defines their responsibilities for inspection and maintenance, including snow and ice removal, east of Station 725 on the DTRE. The parties to the East End Maintenance Agreement may amend it from time to time. While the East End Maintenance Agreement remains in effect, it shall supersede the corresponding provisions of this Section VI.

VII. PUBLIC SAFETY

TRIP II shall enter into a separate agreement with the Department of State Police and may contract with the County of Loudoun law enforcement authorities for enforcement of traffic and public safety laws on the DTRE as provided under Sections 56-543.B.3 and 56-550 of the Act. TRIP II and VDOT shall coordinate with the Department of State Police, the Department of Emergency Services and local jurisdictions on matters affecting public safety and response to emergencies. If VDOT incurs any cost in connection with this Section VII, TRIP II shall reimburse such costs.

VIII. WIDENING, EXTENSIONS, ADDITIONS

This Section identifies the responsibilities of the parties to this Agreement to provide for the enlargement and expansion of the initially constructed DTRE to maintain access and capacity on the roadway. The operational level of service ("LOS") to be maintained on the DTRE is LOS "D", except within the present limits of the Town of Leesburg, where LOS "C" is to be maintained.

A. Planned Improvement

1. TRIP II shall construct Route 606 within the limits of the DTRE right-of-way as a four-lane roadway as shown on Drawings 16 of Appendix A-1 as part of its initial construction program.

2. TRIP II shall redesign and construct the flyover bridge from Route 28 North to DTRE West (Bridge A-4) over Route 28 South to accommodate the horizontal and vertical clearance requirements for a future six travel lanes with shoulders on Route 28 South.

B. Future Enlargement and Expansion

1. Feasibility and Funding: TRIP II shall construct future enlargements or expansions of the DTRE, including those necessary to maintain specified levels of service, (other than the work referred to in Section VIII.A.) when "unsatisfied demand for the use of the roadway makes it economically feasible to do so", as provided for in Section 56-543-B.2 of the Act, recognizing that in making the determination of economic feasibility, or in requiring any future enlargements and expansions under this paragraph B., there shall have to be taken into consideration any applicable requirements for the incurrence of indebtedness under the operator's financing documents entered into in connection with the DTRE. Such enlargement or expansions may be financed through additional borrowings by TRIP II. These borrowings may be secured by pledges of anticipated revenues and other project assets as provided in the Act. Equity investors in the project will receive distributions of income from the project (including any distributions on account of the return of the reinvested earnings account referred to in the financing plan for the project approved by the State Corporation Commission ("SCC")) only to the extent available funds exceed the amounts then necessary to fund current operating costs, debt service and any required reserve accounts (including any debt service and reserve funds on account of the financing of such enlargements and expansions) as provided under the financing documents relating to the financing of the project (including such enlargements and expansions).

2. Determination of Need

a. TRIP II shall prepare and submit to VDOT an annual report stating existing and projected service levels for each interchange ramp and each intervening section of roadway on the DTRE. Projections shall be based on the prior five (5) year usage record supplemented by demographic growth

statistics, provided that for the first five years of operation of the DTRE, projections shall be based on usage records, so supplemented for the period from the date of commencement of operation of the DTRE to the date of such projections. TRIP II shall make projections for 5, 10 and 20 years. TRIP II shall identify those areas projected to deteriorate below the specified LOS, (or its equivalent, as defined by the then current edition of the Highway Capacity Manual). TRIP II shall identify and provide for appropriate enlargements and expansions to the DTRE, including its ramp system, in future year design and construction programs. TRIP II shall allow adequate lead time for LOS projections and planning and design of future enlargements and expansions so that the enlargements and expansions shall be in place in time to avoid deterioration of the level of service below that specified. TRIP II shall prepare cost estimates for constructing the enlargements and expansions and shall include recommendations for annual reserves to fund them.

b. VDOT may propose enlargements and expansions to the DTRE and its ramps to meet area transportation needs, including dedication of existing lanes to, or the construction of additional lanes for high occupancy vehicles ("HOV") as part of a region-wide network of HOV transportation. VDOT shall provide projected increases in traffic volumes at the time of any proposal to enable TRIP II to determine the economic feasibility of the enlargements and expansions. TRIP II will develop, in conjunction with VDOT, a schedule for implementing design and construction of enlargements and expansions contemplated by Paragraph VIII.B.1. and Section 56-543.B.2 of the Act.

c. VDOT shall notify TRIP II of improvements on the Existing DTR, as well as the public roadway network in the service area of the DTRE. Based on such information, TRIP II shall take appropriate steps to maintain appropriate LOS and acceptable access on the DTRE. Upon request VDOT shall provide TRIP II with copies of VDOT's six year plan each year when it is published. VDOT shall also provide TRIP II upon request with copies of planning and construction documents for all secondary roads interchanging with the DTRE and for primary routes 7, 15, 28, 50 and 267.

C. Scope of Enlargements and Expansions

1. TRIP II's responsibility for enlargement and expansion of the DTRE shall be limited to the roadway, entrance and exit ramps, toll collection facilities, public roadway sections between ramps at interchanges and safe transition between these facilities and connecting roads.

2. If public roadway improvements adjacent to the interchanges and outside the ramp limits contemplate a change in access, VDOT will require the party responsible for such improvements to coordinate them with TRIP II to provide for continued access to and from DTRE interchanges.

3. The work described in VIII.A. and the future enlargements and expansions described in Section VIII.B. shall be designed and built in accordance with the design standards provided for in this Comprehensive Agreement, except to the extent different standards are required at the time of design by Section 56-543.B.2 of the Act.

4. TRIP II shall obtain approvals from local and state agencies as required by applicable law or under this Agreement before any enlargement or expansion of the DTRE. The issuance of such required approvals shall be a condition precedent to TRIP II's obligation to enlarge or expand the DTRE.

D. Responsibility for Cost

TRIP II shall be responsible for costs associated with design and construction, to the extent provided in Paragraph VIII.B.1., of the work described in Section VIII.A. and the future enlargements and expansions described in Section VIII.B., including reimbursement of direct costs incurred by VDOT for design review, inspection and approval of construction in accordance with the terms of Section X of this Agreement.

E. Additional Access Points

No access point, other than those specifically provided in this Agreement, may be added to the DTRE without obtaining all approvals and certifications provided in the Act, as amended, for each such additional access point.

F. Median Rail Service

If any governmental entity or governmental operator other than TRIP II obtains appropriate authorization, either pursuant to the Act or otherwise, to construct a rail line in the median of the DTRE, TRIP II shall make available to such governmental entity or governmental operator, without payment of rent or other user charge, the right-of-way and approved access reserved by it from such rail line; provided, however, that such access and the construction and use of the rail line median shall not interfere with the full operation of the DTRE, nor shall the DTRE be partially or completely closed as a result of such access and use. TRIP II will not be obligated to fund any rail implementation cost, whether primary or ancillary.

IX. RAMP PROJECT

A. TRIP II shall design and construct two ramps, the so-called Ramps A and B (the "Ramp Project"), which shall connect Route 28 and the restricted access road to Washington Dulles International Airport, all as further described in the drawing by Dewberry & Davis marked Sheet 20 of Appendix A-1. TRIP II shall design and construct the Ramp Project as shown in such drawing and in accordance with the standards set forth in Section III of this Agreement. Any changes to the design or construction of the Ramp Project as shown on such Plan Sheet 20 of Appendix A-1 shall be approved by VDOT in accordance with Section III herein.

B. TRIP II shall provide for the construction of the Ramp Project in its contract for construction of the DTRE (the "Construction Agreement"). The Construction Agreement shall provide for monthly progress payments to TRIP II's contractor based upon the Schedule of Payments attached hereto as Appendix F or the percentage of completion of the Ramp Project, as determined by an Engineer appointed for such purpose by VDOT and TRIP II (the "Supervisory Engineer") if less than the percentage of completion shown in such Schedule of Payments, and any other requirements established under agreements with lenders or investors providing financing for the DTRE. The Construction Agreement shall require TRIP II's contractor, as a condition to payment for construction of the Ramp Project, to submit, with each monthly payment requisition, a certificate (the "Engineer's Certificate"), in the form annexed as Appendix G hereto which shall be issued by the Supervisory Engineer to TRIP II and shall set forth the percentage of work completed.

C. VDOT shall pay a fixed amount of $3.6 million to TRIP II for construction of the Ramp Project and TRIP II shall pay the balance of the cost of such construction. VDOT shall pay such $3.6 million in monthly progress payments in accordance with the Schedule of Payments referred to in Section IX.B. or in proportion to the percentage of completion as determined by the Supervisory Engineer, if less than the percentage of completion shown in such schedule. VDOT's payments shall be made with funds from the State Route 28 Highway Transportation Improvement District pursuant to the Master Agreement of Trust between the CTB and Crestar Bank ("Crestar"), as Trustee, dated September 1, 1988, and the Escrow Agreement in the form attached to this Agreement as Appendix H.

D. Upon receipt of an Engineer's Certificate from TRIP II's contractor, TRIP II shall submit a certificate to VDOT in the form annexed hereto as Appendix I (the "Developer's Certificate") accompanied by the original Engineer's Certificate, requesting payment of VDOT's monthly progress payment. Within twenty days after receiving a Developer's Certificate signed by an officer of TRIP II, VDOT shall cause the Escrow Agent to pay VDOT's monthly progress payment to TRIP II in accordance

with the Escrow Agreement. Upon receipt of each monthly progress payment, TRIP II shall promptly pay such amount to its contractor together with any other amounts then due to such contractor.

E. TRIP II shall pay all costs of design of the Ramp Project.

F. TRIP II shall keep detailed books and records of the receipt and application of all funds paid by VDOT and TRIP II in connection with the construction of the Ramp Project and shall make such books and records available to VDOT during normal business hours for inspection, audit and copying at the office where the financial records of TRIP II are maintained.

X. REIMBURSEMENT OF VDOT

A. Reimbursable Expenses

Pursuant to Section 56-544.B of the Act, TRIP II shall reimburse VDOT for VDOT's direct cost (the "Reimbursable Expenses") in connection with reviewing and approving drawings and specifications, inspecting and approving construction and monitoring and enforcing TRIP II's maintenance obligations and providing other services to the DTRE, all as more particularly set forth in this Agreement (the "Reimbursable Activities").

TRIP II shall reimburse VDOT at VDOT's actual cost, with no mark-up, for the following Reimbursable Expenses incurred by VDOT:

(1) The actual cost of salaries, wage and fringe benefits for each VDOT employee directly involved in the Reimbursable Activities. VDOT's policy is to recover cost associated with fringe benefits such as annual leave, sick leave, holidays, workman's compensation, Social Security, retirement, group life and health care. The current rate is 55.7 percent and is adjusted, as needed, usually on an annual basis.

(2) Consultant services;

(3) Travel, and transportation expenses of VDOT personnel visiting the project site or the field or regional offices of the Project Design Engineer or the field or regional office of Brown & Root Inc., the General Contractor;

(4) Other travel, transportation and subsistence expenses required in connection with the Reimbursable Activities.

(5) Long-distance telephone, fax and telex charges;

(6) Overnight delivery and messenger costs; and

(7) The cost of reproducing documents for internal office use.

(8) Other direct out-of-pocket expenses incurred in connection with the Reimbursable Activities.

The reimbursement for VDOT's pre-certification and the post certification costs incurred through September 30, 1992 in the amount of $2,982,456.75, plus interest accruing at 8% compounded annually from the date of TRIP II's initial construction financing, will be deferred as authorized by the Commonwealth Transportation Board resolution dated November 19, 1992 and paid in full no later than sixty (60) days subsequent to the opening of the main line to traffic, or July 1, 1998, whichever occurs first. Thirty (30) days after closing of the initial construction financing, TRIP II shall reimburse VDOT for all direct project costs incurred by VDOT subsequent to September 30, 1992.

B. Invoicing & Payment

Prior to the end of each month, VDOT shall submit invoices for Reimbursable Expenses as set forth above, incurred during the previous months. Such invoices shall include a statement of Reimbursable Expenses in standard format. Appropriate substantiation evidencing that such expenses have been incurred in connection with the Reimbursable Activities will be available for audit if desired. TRIP II shall reimburse VDOT for the Reimbursable Expenses included in VDOT invoices within thirty (30) days of receipt of such invoices at TRIP II offices.

In order to minimize the time lag between the date a Reimbursable Expense is incurred by VDOT and the date payment is made by TRIP II, TRIP II shall maintain on deposit with VDOT an amount equal to an average month's Reimbursable Expenses, to be determined by dividing the estimated cost of all Reimbursable Activities to be performed during construction of the DTRE under this Agreement by thirty months. Such deposit, estimated to be approximately $33,333 shall be due and payable upon TRIP II's first drawdown of construction financing for the DTRE.

In the event that TRIP II does not make payment within thirty (30) days of receipt of the VDOT invoice for Reimbursable Expenses, interest at the judgment rate of interest on the amount due shall accrue from the first day payment is late until the date payment is received by VDOT, unless there is a dispute over the amount due, in which event interest will begin to accrue on the date the dispute is resolved.

In addition to the other remedies provided by law, in the event TRIP II is more than ninety (90) days late on any payment due to VDOT, except in instances where there is a dispute over the amount, VDOT may suspend its activities, responsibilities and obligation under this Agreement until full payment is received.

C. Record Keeping

VDOT shall keep contemporaneous and accurate records in accordance with sound accounting principles of all expenditures made and all hours worked by VDOT personnel on a time-card or similar basis. VDOT personnel shall maintain daily records of time spent on the Reimbursable Activities in half hour increments. Such records shall be made available to TRIP II upon request, but should such requests become excessive, VDOT reserves the right to charge for the cost incurred in making such documents available to TRIP II.

D. Estimate of Services

VDOT has provided an initial estimate of Reimbursable Expenses of $1,600,000 for services throughout construction and acceptance of the DTRE. TRIP II acknowledges that the level of service provided by VDOT is contingent upon the quality of work performed by TRIP II and therefore, the cost estimate above could vary significantly from the actual cost incurred.

XI. SPECIAL FUNDS

All toll revenues collected on the DTRE, including interest earned on deposited funds, shall be used first to pay costs required to operate and maintain the DTRE. In addition, TRIP II, in consultation with its engineers and advisors, will establish at appropriate times maintenance reserve funds as required by the Act and in accordance with the financing plan filed with the SCC. The maintenance reserve fund shall be as set forth in the documents evidencing the financing to be provided in accordance with the TRIP II financing plan approved by the SCC. VDOT and TRIP II shall review the adequacy of the maintenance reserve fund annually. VDOT shall advise the SCC in writing, with a copy to TRIP II, if at any time it believes that the amount of the maintenance reserve fund is inadequate.

XII. OBLIGATIONS UNDER OTHER AGREEMENTS

A material and continuing breach by TRIP II of its obligations to (a) the County of Loudoun set forth in the List of Conditions for the Dulles Toll Road Extension and resolutions of the Board of Supervisors of Loudoun County dated July 7, 1993 ("Permit Conditions"), annexed as Appendix J (b) MWAA set forth in the Deed of Easement and Agreement between MWAA and TRIP II ("Deed of Easement and Agreement") annexed as Appendix K hereto (which Deed of Easement and Agreement are acknowledged by VDOT to create property interests conforming to the requirements of Section 56-540.3 of the Act) or (c) the Town of Leesburg, as set forth in Appendix L hereto, in each such case after notice thereof, shall be a breach of this Agreement for all purposes hereof; provided, however, that nothing

herein shall create in VDOT any obligations express or implied to TRIP II or to Loudoun County, Town of Leesburg or MWAA or to any third party by incorporation of TRIP II's obligations under the Permit Conditions, the Deed of Easement and Agreement and the obligations of the Town of Leesburg.

XIII. SUCCESSORS AND ASSIGNS

A. Generally

This Agreement shall be binding upon VDOT, TRIP II and their respective successors, assigns and legal representatives. Any successor operator (as defined in 56-536 of the Act) of the DTRE to TRIP II approved by the SCC pursuant to Section 56-539 of the Act shall succeed to all rights and obligations of TRIP II under this Agreement.

B. Certain rights of Senior Secured Lenders

In accordance with Va. Code Ann. § 56-540 and 56-543, TRIP II hereby informs VDOT that it will assign, create liens on and grant security interests in all of TRIP II's right, title and interest in and to (i) the DTRE, (ii) all revenues of TRIP II (including, without limitation, toll revenues, accounts receivable, insurance proceeds, condemnation awards and payments due under the construction contract for the DTRE and related performance bonds, but excluding revenues collected on behalf of VDOT in accordance with this Agreement that TRIP II is not entitled to retain) and (iii) this Agreement, and that TRIP II may permit its partners to assign, create liens on and grant security interests in their partnership interests in TRIP II, in each case as security for indebtedness and other obligations owing to TRIP II's senior secured lenders (the "Senior Secured Lenders") in connection with any financing plan approved by the Virginia State Corporation Commission (the "SCC"), for the construction and operation of the DTRE. The Commonwealth (including the Department) shall not obligate its full faith and credit on any financing of TRIP II. Assumption of operation of the project shall not obligate the Commonwealth (including the Department) to pay any obligation of TRIP II whether secured or otherwise from sources

other than toll revenue. Nothing in this section shall be interpreted as limiting any rights or interests of the parties under the Virginia Highway Corporation Act and § 56-549 thereof in particular.

XIV. LIMITATION OF LIABILITY OF PARTNERS

No partner of TRIP II, or any shareholder, partner, officer or director of such partner when acting in such capacity (such person or entities, collectively the "Related Persons"), shall be liable for the performance of any obligation (including, without limitation, any reimbursement or indemnification obligation) of TRIP II arising under this Agreement and no recourse may be had in respect thereof to any Related Person subject to the rights of third parties under Virginia law. VDOT shall look solely to TRIP II, and not to any Related Person, for the performance of the obligations of TRIP II arising under this Agreement; the sole recourse of VDOT as between TRIP II and Related Persons for the performance thereof shall be against TRIP II as an entity and its properties and assets, and no recourse or judgment for any deficiency in respect thereof shall be available to or obtainable by, as the case may be, VDOT against any such Related Person; provided, however, that nothing herein shall be deemed to limit the liability of any partner of TRIP II for loss or damage arising out of such partner's gross negligence involving either acts or omissions, or willful misconduct; and, provided, further that nothing herein shall be construed to limit the rights of third parties under Virginia law.

XV. FORCE MAJEURE

In case by reason of force majeure TRIP II shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then provided TRIP II shall give notice and full particulars of such force majeure in writing to VDOT within a reasonable time after occurrence of the event or cause relied on, the obligations of TRIP II so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof and TRIP II shall endeavor to remove or overcome such inability with all reasonable dispatch. Any time period specified herein for the performance by TRIP II of an obligation shall be appropriately adjusted and extended without the necessity for any amendment to this Agreement if a force majeure event occurs. The term "force majeure", as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, or any other similar or different cause not reasonably within the control of TRIP II.

XVI. APPLICABLE LAW, JURISDICTION, IMPLEMENTATION AND COOPERATION

a. This Agreement shall be governed by the laws of the Commonwealth of Virginia. The parties acknowledge that, because of the unique nature of the Project and the relationship between the parties, implementation of this Agreement will require the good faith cooperation of the parties, and the assurance of such good faith cooperation will be of primary importance to both TRIP II's Senior Secured Lenders (as defined in Section XIII.B. hereof) and to equity investors in TRIP II. Accordingly, (i) if TRIP II and VDOT disagree as to the interpretation of this Agreement concerning an obligation of the operator which if unfulfilled may cause VDOT to invoke the default process, VDOT agrees to give TRIP II and the

Senior Secured Lenders notice of the substance of such disagreement and TRIP II and VDOT shall cooperate in good faith to remove the cause of such disagreement; and (ii) in the event that TRIP II and VDOT cannot remove the cause of such disagreement and VDOT is of the opinion that TRIP II may be in violation of this Agreement or that TRIP II may be in default in the performance of its obligations to construct or operate the DTRE under this Agreement or the Act, the Commonwealth Transportation Commissioner shall give notice to TRIP II and to the Senior Secured Lenders simultaneously (herein a "Notice of Default") which shall (x) state the basis for the violation or default in reasonable detail, and (y) specify a reasonable period of time given the circumstances (the "Period of Time") to cure the violation or default or otherwise demonstrate compliance herewith and therewith. VDOT shall withhold the exercise of its remedies under this agreement for such Period of Time so long as TRIP II (or any person acting on its behalf) is diligently and in good faith pursuing efforts to cure such default.

b. If TRIP II fails to cure or otherwise demonstrate compliance with this Agreement or the Act under the foregoing provisions of this Section XVI, the Commonwealth Transportation Commissioner shall give notice thereof (a "Notice of Enforcement") to the Senior Secured Lenders (and their collateral trustee herein called the "Collateral Trustee"), whereupon the Senior Secured Lenders and the Collateral Trustee shall be entitled to the opportunity to cure or otherwise demonstrate compliance with this Agreement and the Act on the following terms and conditions. If a Notice of Enforcement is issued, VDOT shall withhold the exercise of its remedies under this Agreement and the Act for such period, not to exceed 120 days after receipt thereof, as is reasonably necessary for the Senior Secured Lenders and the Collateral Trustee to cure the violation, default, condition or circumstance that gave rise to the Notice of Enforcement, so long as the Senior Secured Lenders (or the Collateral Trustee) are diligently and in good faith pursuing or attempting to pursue their rights to cure such violation, default, condition or circumstance; provided, however, that to the extent any Notice of Enforcement relates to a failure of TRIP II to reimburse VDOT for its "Reimbursable Expenses" as required by Section X of this

Agreement, the Senior Secured Lenders and the Collateral Trustee shall have a period of 60 days after receipt of the Notice of Enforcement to remedy such default.

c. Any such opportunity to cure afforded to TRIP II or Senior Secured Lenders hereby shall be in addition to, and not in derogation of, any right of TRIP II or the Senior Secured Lenders to notice, to such additional opportunity to cure as may be granted by the SCC and to an opportunity to participate in a hearing before the SCC pursuant to Va. Code Ann. § 56-549.

d. It is understood that nothing in this Section XVI shall be deemed to prevent VDOT from taking such action at any time pursuant to valid exercise of its police powers as is necessary or appropriate to remedy any condition or circumstance relating to the DTRE which is hazardous to public health and safety (provided that no such action shall be construed as a takeover of operation of the DTRE by VDOT). VDOT agrees that it will not assert that the failure of TRIP II to commence construction of the DTRE within two years after the issuance of the original Certificate of Authority constitutes a violation of or a default under the Act or this Agreement provided that TRIP II commences construction no later than September 30, 1993.

e. It is acknowledged that nothing in this Agreement or the Act shall be construed to limit VDOT's exercise of the power of eminent domain. The provisions of this Section XVI shall survive the expiration or earlier termination of this Agreement and any revocation of TRIP II's Certificate of Authority under the Act, and the Senior Secured Lenders and the Collateral Trustee shall be third party beneficiaries of VDOT's and the Commonwealth Transportation Commissioner's agreements and undertaking set forth herein.

XVII. CAPTIONS

Captions, headings, cover pages and tables of contents contained in this Agreement are inserted only to facilitate reference and for convenience and in no way define, limit or prescribe the scope, intent or meaning of any provisions of this Agreement. All Appendices annexed hereto are hereby made a part of this Agreement.

XVIII. NOTICES

All notices shall be in writing and shall be delivered personally, by telecopier or by registered or certified mail, return receipt requested, addressed as follows:

To VDOT: Commissioner
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Attention: Commissioner
Telecopier: (804)786-6250

To TRIP II: Toll Road Corporation of Virginia
109 Carpenter Drive
Suite 200
Attention: Chief Operating Officer
Sterling, Virginia 20164
Telecopier: (703)707-8876

Notice personally delivered or transmitted by overnight courier or telecopier shall be effective on the date of delivery or transmittal as the case may be. Notice delivered by mail shall be effective on the third business day after mailing. If a postal strike is in progress at the time a notice is given, such notice shall be personally delivered. Either party may change its address for notices by notifying the other party in accordance herewith.

XIX. NO WAIVER

No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing and signed by the parties hereto, and specifying with particularity the nature and extent of such waiver, modification or amendment. The signing of such writing or writings in any instance or instances shall in no event be construed to be a general waiver, abandonment, modification or amendment of any of the terms, conditions or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

The remedies and rights of VDOT and TRIP II in the event of any breach or default of this Agreement are cumulative and in addition to those given by law, and the expression herein of any specific right or remedy shall not be construed as limiting either party from exercising any other right or remedy it may have.

XX. TERM

The term of this Agreement shall be for the same term that the Certificate of Authority issued to TRIP II (including any successor operator refered to in Section XIII) by the SCC is in effect and this Agreement shall terminate upon the earlier of the expiration or revocation of such Certificate. Upon the termination of this Agreement, the parties shall have no further obligations hereunder.

XXI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between VDOT and TRIP II concerning the DTRE and supersedes all prior negotiations, representations and agreements between them, either oral or written. This Agreement may be amended only by written instrument expressly stated to be an amendment and signed by VDOT and TRIP II.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this ~~27th~~ 28th day of September 1993.

VIRGINIA DEPARTMENT OF TRANSPORTATION

ATTEST:

By: _____
Ray D. Pethtel
Commissioner

FISCAL REVIEW

_____

LEGAL REVIEW

_____

TOLL ROAD INVESTORS PARTNERSHIP II, L.P.

By: Shenandoah Greenway Corporation, a Delaware Corporation

ATTEST:

By: _____
Charles E. Williams
Authorized Signatory

Appendix A-1

Set of Preliminary Drawings

Separately Bound

NOTE: ALL REFERENCES TO TRCV IN ALL APPENDICES TO THIS AGREEMENT SHALL BE UNDERSTOOD TO MEAN TRIP II

APPENDIX A-1 DRAWING LIST

Sheet #	Title	Date of Last Revision
1.	Cover Sheet	6/24/92
2.	Index of Sheets and General Notes	5/16/91
3.	Typical Section	3/18/91
3A.	Typical Section	6/13/91
4.	Typical Section	3/18/91
5.	Plan STA 85+00 - STA 124+00	4/16/91
6.	Plan STA 124+00 - STA 165+00	5/01/91
6A.	ALT I Initial Construction For Local Access-Route 654	7/08/92
7.	Plan STA 165+00 - STA 207+00	3/18/92
8.	Plan STA 207+00 - STA 257+00	8/26/91
8A.	Initial Construction for Local Access - Route 653	8/26/91
9.	Plan STA 257+00 - STA 315+00	6/13/91
10.	Plan STA 315+00 - STA 369+00	3/18/91
11.	Plan STA 369+00 - STA 427+00 Ultimate Condition	6/13/91
11A.	Plan STA 369+00 - STA 427+00	6/13/91
12.	Plan STA 427+00 - STA 467+00	6/24/92
13.	Plan STA 467+00 - STA 512+00	6/13/91
14.	Plan STA 512+00 - STA 562+00	6/24/92
15.	Plan STA 562+00 - STA 620+00	6/24/92
16.	Plan STA 620+00 - STA 672+00	6/24/92
17.	Plan STA 672+00 - STA 720+00	3/18/91
18.	Plan STA 720+00 - STA 762+00	6/20/91
19.	Plan STA 762+00 - STA 781+00	6/20/91
20.	Plan STA 781+00 - STA 834+54	6/20/91
21.	Plan Ramp DTRE - WBL/RT 28 - CIT at Grade INTX	6/20/91
22.	Plan Airport Connecting Ramp	6/20/91
22A.	Interchange Traffic Analysis	5/16/91

27 TOTAL SHEETS

Appendix A-2
Specifications, including General Notes
and Amendments to VDOT
Road and Bridge Specifications, 1991 Edition

APPENDIX A-2
GENERAL NOTES

The design and construction of the Project shall conform to the Virginia Department of Transportation (VDOT) Road and Bridge Standards dated January 1, 1993, and the VDOT Road and Bridge Specifications dated January 1, 1991, except as specifically excluded or amended.

For the purposes of this Project, the VDOT General Provisions shall have the following meaning for terms included in the publication:

Agreement	The Comprehensive Agreement between VDOT and the Toll Road Corporation of Virginia (TRCV) for construction of the Dulles Toll Road Extension (DTRE)*
Contractor	Brown & Root, Inc (B&R)
Engineer	Dewberry & Davis (D&D)
Inspector	TRCV Representative or Agent performing inspection of materials and/or installation of materials.
Construction Contract	The Contract Agreement between TRCV and B&R

Division I, General Provisions, of VDOT Road and Bridge Specifications 1991 edition are hereby modified to make the provisions applicable to this Project (See attached modification). Additionally, references to measurement and payment contained in Divisions II through VII shall not be applicable to this Agreement.

Geometric Design

Design Criteria and Standards as well as roadway classifications shall be in accordance with Tables I and II in the text of Comprehensive Agreement. Initial and future construction will be in accordance with the plans contained in Appendix A-1.

Erosion Control

Erosion controls shall be placed as indicated by approved drawings and specifications concurrent with land disturbing activities. As disturbed areas not to be constructed upon are brought to grade, they shall be prepared, lime and fertilizer applied, and seeded with Orchardgrass/Rye grass mix or approved alternative. 2:1 slope areas not adequately stabilized by seeding alone shall be covered with soil stabilization mat. All mechanical and vegetative practices are to be in conformance with Virginia Erosion and Sediment Control Handbook date 1980, as amended.

Any existing trees not to be removed or damaged within the construction units will be noted on plans. All remaining trees within the construction limits can be removed as required to perform the construction. Every effort will be made to avoid the removal or disturbance of remaining trees.

* References in this document to the Toll Road Corporation of Virginia (TRCV) shall mean its successor Toll Road Investors Partnership II (TRIP II).

Hazardous Waste The encountering of hazardous waste is not anticipated. However, if hazardous waste is encountered, it will be handled and disposed of in an EPA approved manner. In no case will the TRCV or its Contractors be identified as generators of any existing hazardous waste.

Excavation and Embankment Clearing The Contractor shall clear the site of all trees, roots, buildings, structural foundations, etc., within the limits of construction and shall be responsible for causing existing utilities to be disconnected. Cleared materials will be disposed of by burning in accordance with the Commonwealth of Virginia Regulation for the Control and Abatement of Air Pollution

The design presented in the plans contained in Appendix A-1 is based on existing mapping. The roadway profile grade and side slopes can be revised at the discretion of the Project Engineer to achieve a balanced earthwork condition and provide for excavation of additional materials and placement of excess materials within the right-of-way and easements. Variations in profile grade and side slopes must comply with VDOT design standards. Any required borrow material will be from within the right-of-way or easements or from acceptable borrow sites provided to the Contractor by TRCV.

All excess material and waste material will be disposed of on-site through slope modification or approved off-site areas.

Drainage Storm sewer and culvert pipe beneath the roadway shall be reinforced concrete pipe to conform to the current AASHTO Designation M170, unless otherwise designated on the plans. Class III pipe or equivalents will be utilized within the limits of the roadway, unless height of cover requires greater strength.

Cross culvert will generally be concrete pipe conforming to PC-1. End treatment will be ES-1 unless hydraulic conditions require endwalls or headwalls. Inlet and outlet treatment will generally be EC-1 Detail 1 unless inlet and outlet velocities warrant additional protection as provided for in the Location and Design Division Drainage Manual.

Longitudinal drainage ditches will generally be "V" type drainage ditches with grass bottoms. Additional erosion protection will be provided only for those areas where predicted runoff velocities warrant.

Sedimentation basins for storm drainage will be earthen embankment with riprap protection for outlets.

Pipes designated on the plans as CMP culverts for private driveways or temporary conditions will be corrugated metal pipe conforming to PC-1 with ES-2 end sections and EC-1 Type "A" outlet control. Additional soil stabilization and erosion control measures will be provided only for those areas where predicted runoff velocities warrant.

Transverse cut slope drainage will be only provided where necessary using PG-6B or Standard Paved Flumes, PG-4 with EG-1 Energy Dissipaters. Transverse, fill slope drainage will be provided by means of standard shoulder slot inlets.

Stormwater Management (SWM) and Best Management Practices (BMP)

SWM and BMPs will be provided in accordance with the conditions specified in the Loudoun County Special Exception. Any additional requirements imposed by the agencies as part of the COE permit will also be incorporated.

Roadway Structures

Structure sizes and locations to be provided by TRCV for the Initial and 2013 Design Year Conditions are shown on the plans contained in Appendix A-1. Reductions in structure sizes and limits can be implemented if deemed cost effective by TRCV and subject to VDOT approval.

The roadway structures will be designed with the following limitations.

- No latex or low slump overlay shall be used on decks.
- Slip formed parapet shall be utilized.
- Bridge girders shall be rolled steel sections or plate girders.
- Goose Creek Bridge shall use plate girders.
- Stay-in-place deck forms shall be used. The use of prestressed deck panels as stay-in-place forms will not be permitted.
- Abutment fills and all structural backfills shall be unprocessed on-site materials.
- Reinforcing steel generally shall be plain steel for substructures and epoxy-coated steel for superstructures.
- Typical approach slab shall be a minimum of 20 feet in length.
- All finishes are wood float for wet finishes, point and patch for form finishes, and broom finish on parapets.
- No steel trowel or stone/sack rubbing will be required.
- Applicable permits shall be obtained by the TRCV to allow temporary access on Goose Creek Reservoir to erect structural steel on the bridges over Goose Creek.
- Scuppers will be used as necessary at bridges except at Goose Creek where closed drainage systems will convey stormwater away from the bridge.

Retaining Structures

Retaining walls and embankment retention will be provided where designated by the Project Engineer by use of either gravity walls, concrete crib walls or reinforced earth walls at TRCV's discretion. Surface treatment other than finished concrete surface will not be provided. The inclusion of retaining structures shall be based on Project economics and decision to incorporate will be made by TRCV.

Pavement

Asphalt Concrete Pavement will be the standard for the roadway, ramps and secondary roads. Materials will generally consist of SM-2C surface course, 1M-1A and BM-3 base course and No. 21 A cement treated and Type I CBR30 aggregate base. Cement treated aggregate base may be substituted in part or in whole for CBR-30 material at the Project Engineer's discretion.

Widening of existing pavement sections will be accomplished by saw cutting existing pavement and addition of pavement materials to meet existing pavement elevations and approved across slopes.

Landscape

Roadway slopes will be grassed in accordance with VDOT standards. Trees and other landscape plantings will only be provided at the Project Toll Collection Facility and in conjunction with vegetative screening and noise abatement requirements as depicted on the plans contained in Appendix A-1 at the following locations.

Station	Property Owner
117+00 to 129+00	J.S. Simpson School
152+00 to 166+00	Horner
166+00 to 170+00	Wilkins
175+00 to 178+50	Nelson
196+00 to 205+00	Petit

Extent of landscaping and/or berming to mitigate noise at the above sites will be determined using appropriate noise prediction models and will consider the physical relationship of the existing receptor to the source and the conditions specified in the Loudoun County Special Exception. Adjustments to roadway profiles can be incorporated into the design to achieve acceptable standards as provided for in the FHWA Noise Abatement Criteria guidelines.

Landscape materials for noise mitigation will be limited to coniferous trees indigenous to the area. Implementation can be achieved by transplanting existing trees at TRCV's discretion.

Topsoil stripped from the site will be the sole source of material for retopsoiling the Project.

Noise Mitigation

The noise mitigation described above shall be the sole noise mitigation on the Project. No noise walls or other fabricated barriers shall be required by VDOT at any time, nor shall any such walls or barriers be permitted unless (and to the extent) it is determined by any governmental authority having jurisdiction other than VDOT that (i) noise walls or other fabricated barriers are required under applicable laws or regulations or (ii) additional noise mitigation is required and the installation of earthen berms or noise mitigation measures other than walls or other fabricated barriers is generally impracticable.

Guard Rails

Along roadway sections Guard Rail Standard GR-2 will be provided at areas of high fill, steep banks and approaches to bridge structures.

At overpassing bridges, Beam Guard Rail Standard GR-2A will be provided at bridge supports within clear zone limits.

Concrete barriers shall be included solely at the discretion of TRCV.

Fencing The right-of-way will be fenced using FE-W2 standard with metal posts.

Miscellaneous Trails will not be provided within the Project Limits. Allowance for construction of trails by others will be provided for in property conveyance documents.

Sidewalks within the Project Limits will not be provided in initial construction. Provision is made in the design for future expansion and construction by others.

Driveway reconstruction required as a result of secondary road improvements within the Project Limits will be in accordance with Standard PE-1. Improvements will be limited to the point of meeting existing driveway grade and location.

Maintenance crossovers will be provided at approximate 10,000 foot intervals and be constructed in accordance with Standard CR-1.

Traffic Control Devices Signing for the Toll Road and secondary roadways will be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Virginia Supplement to the MUTCD. Signs for temporary and permanent facilities shall conform to the above for spacing and message.

Pavement markings are to be provided on all newly constructed facilities. Type B pavement markings shall be used on limited access or expressways with Type A markings on side roads. Type III Barricades will be installed across ramps of interchanges that are constructed initially but not open for operations.

Future traffic signals will be accommodated at interchanges by the placement of conduit within pavement limits. Until such time as traffic demand warrants, controls will be limited to signs. Initial interchanges to be constructed with active signals are Routes 606 and 659. Pedestrian crossing signals are not anticipated at any interchanges.

Standard MM-1 milepost markers will be provided for the mainline of the DTRE only. Roadside delineators will not be provided on the mainline but will be provided on the ramps in conformance with Standard ED-3.

Recessed pavement markers will be provided on mainline and at ramp gores.

Lighting Lighting will be provided on ramps with toll booths and within the Route 28 Interchange area and at the Mainline Toll Plaza (MLTP).

Toll Facilities For entrance and exit ramps with tolls, at least one collection point will be provided. For MLTP facilities, infrastructure adequate to support 18 collection points will be provided. Initial construction will provide for a total of 10 collection points at the MLTP.

Utilities for ramp toll booths and the MLTP will be provided to include water, sanitary sewer or holding tank, electricity and lighting, telephone and emergency security alarm.

Sufficient capacity will be initially installed to meet projected ultimate needs. If existing public water and sewer facilities are not readily available, provision will be made for future connections. In the interim period, acceptable alternatives involving bottled water, holding tanks, etc. will be used.

CONSTRUCTION IMPLEMENTATION

There will be no restriction on work hours or days for construction of the Project by VDOT except no work will be allowed in travel lanes between 5:00am and 9:00am and 3:00pm and 7:00pm Monday through Friday in the Rt 28, Rt 15 and Rt 606 interchanges. Aggregate, concrete, and bituminous paving materials may be produced using approved VDOT portable crushing and batching plants, and portable pug mill production equipment. These production centers will comply with applicable air and water quality standards. Siting of these facilities will be coordinated with Loudoun County for air and water quality standards.

The Contractor shall visit the site and shall verify existing conditions, except hazardous materials, prior to starting construction.

Surfaced roadways shall be maintained in clean condition, free of mud and dust.

All blasting will be in accordance with Commonwealth of Virginia laws and regulations.

Contractor shall contact "Miss Utility" to coordinate identification of facilities prior to initiation of earthworks operation. As of this writing, the telephone number is 1-800-257-7777.

Contractors shall notify operators who maintain underground utility line in the area of proposed excavation or blasting at least two (2) working days, but not more than ten (10) working days prior to commencement of excavation or demolition.

All existing known underground utilities shall be physically located by the Contractor prior to the beginning of any construction in the vicinity of these utilities.

Sheeting and shoring or other methods for trench bracing will be required on this Construction Contract within all existing VDOT right-of-way, as needed, to meet safety requirements. Such methods shall be approved by the Engineer prior to installation.

Sheeting and shoring shall be removed from all trenches within VDOT right-of-way in accordance with VDOT requirements, unless otherwise directed by the Engineer.

Temporary or permanent plant mix patches are to be placed in road cuts the same day cut is made. At least one-way traffic is to be maintained during working hours and two-way traffic during non-work hours except as provided for in approved maintenance of traffic plans.

Virginia Department of Transportation
Road and Bridge Specifications (Jan 1991)
General Provisions, Sections 101-110

All sections not referred to herein are kept in their entirety. All modified sections are as rewritten herein. All deleted sections are either inapplicable to the Project or their substance is contained with the Comprehensive Agreement.

Sec. 101 - Definitions of Abbreviations, Acronyms, and Terms
101.02 Terms

Advertisement, Notice of: deleted
Award: deleted
Award Date: deleted
Bid: deleted
Bidder: deleted
Contract: deleted
Contract Engineer: deleted
Contract item: deleted
Contract Time limit: deleted
Contractor: deleted
Employee: deleted
Engineer: (Dewberry & Davis)
Force Account Work: deleted
Holidays: deleted
Inspector: deleted
Laboratory: modified to read as follows: The testing laboratory designated by the Engineer
Notice to Proceed: deleted
Prequalification: deleted
Proposal: deleted
Specialty Item: deleted
Subcontractor: modified to read as follows: Any individual, partnership or corporation to whom the Contractor sublets part of the Contract.
Superintendent: modified to read as follows: The on site representative of the Contractor who shall supervise and direct the construction.
Surety: deleted
Suspension: deleted
Work: modified to read as follows: Work shall mean the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the project.
Work Order: deleted

Sec. 102 - Bidding Requirements and Conditions

102.01-102.13 - deleted

102.14 Use of Debarred suppliers - modified to read as follows: The Contractor shall not use in construction of this project any suppliers, persons, contractors, firms or affiliates, which shall include any company having substantially the same management or directors, shareholders or ultimate beneficiaries that have been debarred by the Department or FHWA as of the date of the Contract.

It shall be the responsibility of the Contractor to determine from the Department's listings which suppliers, persons, contractors, firms or affiliates are debarred as of the date of the Contract. Such listings will be posted in the office of the Contract Engineer, 1401 E. Broad Street, Richmond, Virginia and in each District Office.

In accordance with Section 200.02, TRCV will not approve for use any material furnished by a supplier debarred by the Department.

If a previously debarred supplier, person, contractor, firm or affiliate is reinstated to eligibility, subsequent to award of the Contract, TRCV may approve the use when requested by the Contractor and after consideration of all relevant factors.

Sec. 103 - Award and Execution of Contracts - deleted

Sec. 104 - Scope of Work

104.01 Intent of the Contract - modified to read as follows: The intent of the Contract is to provide for the construction and completion of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work.

104.02-104.03 - deleted

104.04 Maintenance During Construction - modified to read as follows: 5: The Contractor shall keep the portions of the road being used by the public free form irregularities and obstructions of any character which might present a hazard or annoyance to traffic and in such condition that traffic will be adequately accommodated. Allaying of dust when directed, shall be performed. Holes in hard surface pavements shall be filled with approved asphalt patching material.

(a) Maintenance of all other detours will be the responsibility of the Contractor, unless otherwise is specified.

(b) deleted

(d) Delays: Two-way traffic shall be maintained at all times, unless otherwise approved. The Contractor shall not stop traffic without permission.
When one-way traffic is approved, the Contractor shall provide the necessary flaggers and/or signals to direct such traffic. Pilot vehicles shall be furnished by the Contractor in accordance with Section 514.

(c) 2 modified to read as follows: Stabilization and/or surfacing material shall be applied to connections and entrances whenever directed by the Engineer.

(j) Failure to Maintain Roadway or Structure: Failure on the part of the Contractor at any time to comply with these provisions will result in TRCV notifying the Contractor to comply with the required maintenance provisions.

(k) Haul Route: In order to provide for the safety of and protect the comfort and well-being of residents of heavily populated residential areas, the Contractor shall select haul routes between the project and material source(s) that will minimize disturbance to the community. The Contractor shall furnish the TRCV, for review, his route of haul and plan for minimizing the adverse effect of such hauling operations on those who reside adjacent to the haul route or who otherwise utilize a portion of the haul route for ingress or egress to their residential area.

104.05 Removing and Disposing of Structures and Obstructions - modified to read as follows: -
1: The Contractor shall remove and dispose of, or store as directed, all fences, buildings, structures, or encumbrances of any character within the construction limits. Materials so removed, including existing drains or pipe culverts, shall become the property of the Contractor unless otherwise specified in the Contract.
a: line 3: delete "as approved by the Engineer"
a: line 11: replace "Engineer" with "TRCV"
a: line 13-15: delete "Costs for removing, storing, protecting and reinstalling such signs shall be included in the price bid for other items in the Contract and no additional compensation will be made."
b: lines 8-9: delete "The cost of removing and resetting boxes shall be included in other pay items of the Contract."

104.6 Cleaning Up
3: deleted

Sec. 105 - Control of Work

105.01 - Authority of Engineer: modified to read as follows: During the prosecution of the work, the Engineer will answer all questions that may arise as to the quality and acceptability of materials furnished and work performed; and interpretation of the plans and specifications.

TRCV and/or VDOT has the authority to suspend the work wholly or in part if the Contractor fails to correct conditions that are unsafe for workers or the general public or conditions considered unsuitable for the prosecution of the work, or any other condition or reason deemed to be in the public interest.

105.02 Plans and Working Drawings - modified to read as follows:
1: line 3: replace "the Department" with "TRCV"
2: The Contractor shall furnish such working and detail drawings as may be required. Such drawings shall not incorporate any changes from the requirements of contract plans, specifications and special provisions unless the changes are specifically described in writing, together with justification, and are approved in writing by the Engineer. All working drawings and submittals shall be identified.

6: The Contractor shall submit to the Engineer required preliminary shop or working drawings. These plans shall be submitted in the sufficient time to allow discussion and correction prior to beginning the work they cover. Work shall not be performed nor materials ordered prior to the review of these drawings except at the Contractor's risk. One set of the drawings marked with any suggested modifications or comments will be returned to the Contractor and the other sets will be retained by the Engineer.
7: deleted
8: lines 1a and 2: delete "seven copies of each"
9: line 2: replace "Department" with "Engineer"
10: It is expressly understood that the review by the Engineer of the Contractor's working drawings relates to the conformance with contract plans, specifications and special provisions. Such review shall not be considered as authorization for any deviation from plans or specifications unless the deviation is specifically described including explicit supporting justification, nor will such review relieve the Contractor from responsibility for errors in such drawings.
11: deleted

105.03 Conformity with Plans and Specifications - modified to read as follows:
2: delete "When it is not feasible to reconstruct the areas, payment will be made in accordance with the applicable specification for each material placed."

105.06 Cooperation by Contractor - modified to read as follows: The Contractor shall keep one complete set of plans, standards, contract assemblies and specifications available on the project at all times, except that this will not be required on maintenance, certain sign projects and other projects having no field office or on which the Contractor has no office.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and Project Inspectors. Where any portion of a project is located within the limits of a municipality, military installation or other Federally owned property, the Contractor shall cooperate with the appropriate officials and agents in the prosecution of his work.

In the Contractor's absence, he shall have on the work at all times as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives. Such superintendence shall be furnished irrespective of the amount of work sublet.

105.07 Cooperation With Regard to Utilities - modified to read as follows:
2: All known utilities existing at the design stage of the project will be indicated on the plans by the Engineer and preliminary arrangements for adjusting these utilities will be made by TRCV prior to project construction. All existing private and public utilities which require adjustment will be adjusted by the utility owner or shall be adjusted by the Contractor upon receipt of permission from the utility owner. The new location of the utilities which have been or will be adjusted to conform to the project will not normally be shown on the highway plans. All utilities will not necessarily be adjusted in advance of project construction, and some utilities may remain and/or be adjusted within the limits of construction and simultaneously with project construction operations.

3, line 3: replace "the Engineer" with "TRCV"
6: The Contractor shall contact all know utility owners to determine the nature, extent and location of all existing, adjusted or new utility facilities.

7: Should TRCV desire the temporary or permanent adjustment of utilities for its own benefit, it shall conduct all negotiations with the utility owners and pay all costs in connection with such adjustment. The Department will not be responsible for any claims for compensation from TRCV resulting from delays, inconvenience or damage sustained by it due to interference from utility appurtenances, or the operation of moving same.
8-9: deleted

105.08 Cooperation Between Contractors - deleted

105.09 Holidays - deleted

105.10 Construction Stakes, Lines and Grades - modified to read as follows:
1, lines 1-2: The Contractor and TRCV or their representative will furnish and set construction stakes on the project in accordance with the following, unless otherwise specified:
3: The Contractor shall be held responsible for the preservation of all stakes and marks.
4: deleted

105.11 Authority and Duties of Inspector - Inspectors under the supervision of the engineer are authorized to inspect all work performed and materials furnished. Inspection may extend to all or any part of the work and to the preparation, fabrication, and manufacture of the materials to be used. The Inspector is not authorized to alter or waive the provisions of these specifications or make changes in the plans.

The Inspector is not authorized to make final acceptance of the project, approve any operation or item, or act as foreman for the Contractor. However, the Inspector will have the authority to reject defective work and material, subject to the concurrence of the Engineer. Such inspection shall not relieve the Contractor of any obligation to furnish acceptable materials or provide completed construction that is in accordance with the plans and specifications.

105.12 Inspection of Work - Inspection will be performed at critical stages. However, all stages, materials, and details of the work are subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished such information and assistance by the Contractor as are required to make a complete and detailed inspection. The Engineer and his appointed representatives shall have ready access to machines and plant equipment used in processing or placing materials.

Prior to the beginning of operations, the Engineer will meet with the Contractor to establish an understanding of the critical stages of work that shall be performed in the presence of the Inspector. In order for the Engineer to schedule inspection of the work, the Contractor shall keep the Engineer informed of planned operations.

When any unit of government, political subdivision, or public or private corporation is permitting a portion of work specified in the Contract, its representatives shall have the right to inspect the work. The exercise of this right shall not be construed as making them a party or parties to the Contract or conferring on them the right to issue instructions or orders to the Contractor.

If materials are used or work is performed without inspection by an authorized representative of the Engineer, the Contractor may be ordered to remove and replace the work or material unless the Engineer's representative failed to inspect the work or material after having been given reasonable notice in writing that the material was to be used or the work was to be performed.

If an inspection reveals that work has not been properly performed, the Contractor will be so advised and shall immediately inform the Engineer of his schedule for correcting such work and the time at which a reinspection can be made.

105.13 Removal of Unacceptable and Unauthorized Work - modified to read as follows: Work which does not conform to the requirements of the Contract will be considered as unacceptable work.

Unacceptable work shall be remedied or removed immediately and replaced in an acceptable manner.

No work shall be done until the lines and grades have been given by the Engineer.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this section, the Engineer will have authority to cause unacceptable work to be removed and replaced and unauthorized work to be removed.

105.15 Acceptance - deleted

105.16 Submission and Disposition of Claims - deleted

Sec. 106 - Control of Material

106.01 Source of Supply and Quality Requirements - modified to read as follows:
1: The materials used throughout the work shall conform to the quality requirements of the Contract. Except as otherwise specified, all materials, equipment and components shall be new. The Contractor shall file a statement of the origin, composition and manufacture of all materials to be used in the work, including any optional or alternate items.
2, line 2: replace "Contract" with "Construction Contract"
4: When materials are required to have approved mix design(s) or job-mix formula(s), the most recently approved mix design(s) or job-mix formula(s) for the applicable source(s) of supply will be those indicated by the Department. The Contractor will be responsible for determining, from his source(s) of supply, the actual design(s) or formula(s) shown by reference and shall keep informed as to any subsequently approved revisions and new designs or formulas for such source(s).
5, line 1: replace "contract" with "Construction Contract"

6: deleted

106.02 Material Inspection: deleted

106.03 Local Material Sources (Pits and Quarries) - modified to read as follows:
1, line 2: delete "on contracts awarded by the Department"
3, line 7: delete "and sources furnished by the Department" ["on contracts awarded by the Department"]
6: Contractor shall furnish the Engineer with evidence that he has complied with the applicable requirements of the State Mining Law.
4, 8-10: deleted
12: deleted
a - deleted
b - deleted
c - Sources Furnished by the Contractor: When the Contractor desires to use material from local sources, he shall first secure approval from the Engineers. The use of material from sources furnished by the Contractor will not be permitted until representative samples taken by the Engineer have been approved and written authority is issued for the use thereof.

106.04 Disposal Areas - modified to read as follows:
Unsuitable and surplus material, the presence of which (irrespective of quantity) is shown on the plans, shall be deposited on approved waste areas located off the right-of-way, unless the deposit of said materials within the right-of-way is called for on the plans or is subsequently directed by the Engineer. TRCV shall be responsible for obtaining the necessary rights to property upon which to deposit material off the right-of-way.

Prior to the opening of a waste area, the Contractor shall submit for the approval of the Engineer, the location and approximate boundaries of the waste area and a plan to minimize erosion and the siltation of nearby streams and to provide for environmentally compatible screening, restoration and cover vegetation of the area following deposit of the material. Such plan shall also show the drainage pattern on and away from the area of land affected, including the directional flow of water, constructed or natural waterways used for drainage and the streams or tributaries receiving the discharge.

Waste area shall be cleared but need not be grubbed. The clearing work shall be performed without damage to trees, shrubs or vegetation outside the limits of the approved waste area and haul roads thereto. Upon completion of the deposit of material, the waste area shall be shaped to minimize erosion and the siltation of nearby streams and landscaped in accordance with the approved plan for such work or otherwise shall be utilized as approved by the Engineer.

All rock excavation shall be deposited in an approved area.

All work to be performed in disposing of unsuitable and surplus material and in screening and restoring the waste area, including haul roads, to an acceptable condition shall be performed by the Contractor.

106.05 Rights for and use of Materials Found on Project - modified to read as follows: With the approval of the Engineer, the Contractor may use in the project any materials found in the excavation that comply with the specifications. The Contractor shall not excavate or remove any material from within the construction limits that is not within the grading limits, as indicated by the slope and grade lines, without authorization by the Engineer.
106.06 Samples, Tests, and Cited Specification - modified to read as follows:
2: Unless reference is made to a specific dated specification, references in these specifications to AASHTO, ASTM VTM and other standard test methods and materials requirements shall be understood to mean either the latest specifications which have been formally adopted, or the latest "Interim" and "Tentative" specifications which have been approved and published by the appropriate committee of AASHTO, ASTM, or other reference standards or specifications. Samples shall be furnished by the Contractor and will be taken by a representative of TRCV.
3, lines 5-6: replace "at the Contractor's expense" with "paid by the Contractor"

106.08 Storing Materials
2, line 1-2: delete "at his expense"

106.11 Material Furnished by the Department - deleted

Sec. 107 - Legal Relations and Responsibility to the Public
107.02 Permits, Certificates and Licenses - deleted

107.04 Restoration of Work Performed by others - deleted

107.05 Federal Aid Provisions - deleted

107.08 Railway-Highway Provisions - deleted

107.12 Protecting and Restoring Property and Landscape - modified to read as follows:
2, line 3: delete "An executed copy of this permit shall be furnished the Engineer."
3, line 4: delete "This responsibility shall not be released until final acceptance of the project."
4, line 7: replace "any" with "all"
4, lines 7-9: delete "against the Department, without additional compensation therefor. A copy of this release shall be furnished the Engineer."

107.13 Responsibility for Damage Claims - modified to read as follows:
1, line 1: replace "The Contractor" with "TRCV and the Contractor"
1, lines 10-17: delete Starting with "The Commissioner may...."
2: deleted

107.14 Environmental Stipulations - modified to read as follows:
1, line 1: replace "bid, the bidder" with "Contract, TRCV"
1, line 8: delete "prior to the award of the contract"
2: deleted (Sub-section to remain)
2, sub (a), 4 3, line 12: deleted " and deduct the entire cost of such work from monies due the Contractor"

2, sub (b), #3: deleted

107.15 Opening Sections of Projects to Traffic - modified to read as follows: When provided in the special provisions, or when directed by the Engineer, certain sections of the work may be opened for traffic. Such opening shall not constitute acceptance of the work, or any part thereof, or a waiver of any provisions of the Contract.

The removal of slides shall be performed by the Contractor in accordance with Section 303.

107.16 Contractor's Responsibility for Work - modified to read as follows:
1: Until acceptance of the work by TRCV the Contractor shall have charge and care thereof and shall take every precaution against injury or damage to any part thereof by action of the elements or from any other cause, whether arising from execution or from nonexecution of work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the foregoing causes before final acceptance.

107.18 Furnishing Right-of-Way - deleted

107.19 Personal Liability of Public Officials - modified to read as follows:
- lines 3-4: delete "Engineer, or their authorized representatives,"

107.20 No Waiver of Legal Rights - deleted

Sec 108 - Prosecution and Progress of Work

108.01 Subcontracting: deleted

108.02 Notice to Proceed - deleted

108.03 Prosecution of Work - deleted

108.04 Critical Materials - deleted

108.06 Gratuities - modified to read as follows:
2: deleted
3, lines 1, 3, 7: replace "Engineer" with "Department"

108.07 Character of Workers, Work Methods, and Equipment - modified to read as follows:
2: deleted
4, lines 1-2: delete "When methods and equipment to be used by the Contractor are not prescribed in the Contract,"
5: deleted

108.08 Progress Schedule - deleted

108.09 Determination and Extension of Contract Time Limit - deleted

108.10 Suspension of Work ordered by the Engineer - deleted

108.11 Failure to Complete on Time - deleted

108.12 Liquidated Damages - deleted

108.13 Default of Contract - deleted

108.14 Termination of Contract - deleted

108.15 Termination of Contractor's Responsibilities - deleted

Sec. 109 - Measurement and Payment - deleted

Sec. 110 - Miscellaneous Provisions

110.01 Common Carrier Rates - deleted

110.02 Labor and Wages - deleted

110.03 Equal Employment Opportunity - modified to read as follows:
3: deleted
4, sub (f), #5-6: deleted

110.04 Use of Minority Business Enterprises - modified to read as follows:
1, line: add "and TRCV" after "Department"
4, line 1: delete "each prequalified"
5, line 1: add "and TRCV" after "Department"
7, lines 5-7: delete "Failure to provide the Department the forms by the Contractor's estimate date may result in delay of approval of the Contractor's monthly progress estimate for payment."
8-17: deleted
19-21: The Department and TRCV will monitor the Contractor's MBE involvement during the life of the Contract.

In the event specific goals for participation by MBEs have not been established for the Construction Contract and the Contractor intends to sublet a portion of the work on the project, the Contractor shall seek out and consider MBEs as potential subcontractors. The Contractor shall contact MBEs to solicit their interest, capability and prices and shall retain, on file, the proper documentation to substantiate such contacts.

110.06 Bulletin Boards and Posting Official Notices - modified to read as follows:
1, lines 9-10: delete "The cost for such work shall be included in the price bid for other contract items."

Appendix A-3
Excluded Amendments to
Road and Bridge Specifications

APPENDIX A-3

SPECIAL PROVISION COPIED NOTES:

The following Special Provision Copied Notes of the VDOT specifications do not apply, because they deal with contract administration issues which are the responsibility of TRCV and B&R.

(1191) SEC 100 (a) LABOR
(1191) SEC 100 (c) OPERATIONS BY STATE FORCES
(1191) SEC 100 (d) FABRICATION AND ERECTION DRAWINGS
(0692) SEC 101 (b) SECTION 101.02 TERMS
(1191) SEC 102 (a) REQUIRED ATTENDANCE OF PROJECT SHOWING
(1191) SEC 102 (b) PREQUALIFICATION
(1191) SEC 102 (d) SECTION 102.01 PREQUALIFICATION OF BIDDERS
(1191) SEC 102 (e) SECTION 102.01 PREQUALIFICATION OF BIDDERS
(1191) SEC 102 (f) SECTION 102.04 EXAMINATION OF SITE OF WORK AND PROPOSAL
(1191) SEC 102 (g) SECTION 102.07 PROPOSAL GUARANTY
(1191) SEC 102 (h) SECTION 102.08 DISQUALIFICATION OF BIDDER
(0292) SEC 102 (i) MARGINAL CODES
(1191) SEC 103 (a) SECTION 103.05 REQUIREMENTS OF CONTRACT BOND
(1191) SEC 103 (b) SECTION 103.06(e) PROGRESS SCHEDULE
(1191) SEC 103 (c) SECTION 103.08 FAILURE TO FURNISH BONDS OR CERTIFICATE OF INSURANCE
(0292) SEC 104 (d) SECTION 104 SCOPE OF WORK
(0292) SEC 104 (e) SECTION 104.03 EXTRA WORK
(1191) SEC 105 (d) SECTION 105.10 CONSTRUCTION STAKES, LINES AND GRADES
(0792) SEC 105 (h) SECTION 105.16 SUBMISSION AND DISPOSITION OF CLAIMS
(1191) SEC 106 (b) SECTION 106.03(c) SOURCES FURNISHED BY THE CONTRACTOR
(1191) SEC 107 (a) NATIONWIDE FEDERAL PERMIT
(1191) SEC 107 (b) SECTION 107.01 LAWS TO BE OBSERVED
(0392) SEC 107 (c) SECTION 107.13 RESPONSIBILITY FOR DAMAGE CLAIMS
(1191) SEC 108 (b) SECTION 108.03 PROSECUTION OF WORK
(1191) SEC 108 (c) SECTION 108.10 SUSPENSION OF WORK ORDERED BY THE ENGINEER
(1191) SEC 108 (d) SECTION 108.12 LIQUIDATED DAMAGES
(1191) SEC 108 (e) SECTION 108.12 LIQUIDATED DAMAGES
(0192) SEC 108 (f) SECTION 108.01 SUBCONTRACTING
(1092) SEC 108 (g) SECTION 108.12 LIQUIDATED DAMAGES
(1191) SEC 109 (a) SECTION 109.01 MEASUREMENT OF QUANTITIES
(1092) SEC 109 (b) SECTION 109.01 MEASUREMENT OF QUANTITIES
(0493) SEC 109 (c) SECTION 109.08 PAYMENT FOR MATERIAL ON HAND
(1191) SEC 110 (b) SECTION 110.02(b) LABOR RATE FORMS
(1191) SEC 110 (c) SECTION 110.02(b) LABOR RATE FORMS
(1191) SEC 110 (d) SECTION 110.03 EQUAL EMPLOYMENT OPPORTUNITY

Sections 200 through 700 of the Special Provision Copied Notes will be applicable to the DTRE when that specific work item is included in the scope of the work.

SPECIAL PROVISIONS:

The following Special Provisions of the VDOT specifications do not apply, because they deal with contract administration issues which are the responsibility of TRCV and B&R.

(1191)	1	PREDETERMINED MINIMUM WAGE RATES
(1191)	5	RAILROAD AGREEMENT
(1191)	10	REQUIRED CONTRACT PROVISIONS-FEDERAL-AID CONSTRUCTION CONTRACTS, FORM FHWA 1273
(1191)	20	REQUIRED CONTRACT PROVISIONS-FEDERAL-AID CONSTRUCTION CONTRACTS, FORM FHWA 1273
(1092)	32	EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(1191)	40	SPEC. PROV. FOR NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
(0792)	102A	SPEC. PROV. FOR USE OF DOMESTIC MATERIAL
(1191)	103	SPEC. PROV. FOR SECTION 103 AWARD AND EXECUTION OF CONTRACT
(0192)	105A	SPEC. PROV. FOR SECTION 105.10 CONSTRUCTION STAKES, LINES AND GRADES
(0493)	105C	SPEC. PROV. FOR SECTION 105.10 CONSTRUCTION STAKES, LINES AND GRADES
(1292)	107D	SPEC. PROV. FOR SECTION 107.08 RAILWAY-HIGHWAY PROVISIONS
(1191)	109	SPEC. PROV. FOR ADJUSTMENT FOR ASPHALT
(0192)	109B	SPEC. PROV. FOR ADJUSTMENT FOR FUEL
(1191)	110	SPEC. PROV. FOR SECTION 110.04

Special Provisions for Sections 200 through 700 will be applicable to the DTRE when that specific work item is included in the scope of the work.

Appendix A-4

Initial Conditions for Bridges

APPENDIX A-4
TABLE III - INITIAL CONDITIONS FOR BRIDGES

NO.	BRIDGE DESCRIPTION (Parapet to Parapet Section Ahead Station or in Direction of Traffic)	Classification	
		Initial	2013
D-1	Ramps A & D over Route 15 (8'sh: 16'ln: 6'sh: 2'me: 6'sh: 16'ln: 8'sh)	GS-1	GS-1
D-2	Temporary Route 654 over DTRE (6'sh: 11'ln: 11'ln: 6'sh)	GS-7	N/A
BN-1	ED DTRE over Sycolin Greek Tributary 6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
BN-2	WB DTRE over Sycolin Creek Tributary (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
BN-3	Initial Route 653 over DTRE (3'sh: 11'ln: 11'ln: 3'sh)	GS-4	GS-5
BN-4	ED DTRE over Sycolin Creek (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
BN-5	WB DTRE over Sycolin Creek (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
BN-6	Routes 648/643 over DTRE (4'sh: 11'ln: 11'ln: 4'sh)	GS-3	GS-3
GC-1	EB DTRE over Goose Creek (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
GC-2	WB DTRE over Goose Creek (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
BS-1	Shellhorn Road (Route 643) over DTRE (4'sh: 11'ln: 11'ln: 4'sh)	GS-3	GS-3
BS-2	Initial Belmont Road (Route 659) over DTRE (12'sh: 12'ln: 12'lt: 12'ln: 12'sh)	GS-5	GS-5
BS-3	EB DTRE over West Spine Road (Claiborne Parkway) (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
BS-4	WB DTRE over West Spine Road (Claiborne Parkway) (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
BS-5	EB DTRE over Ryan Bypass (Goose Creek Boulevard) (6'sh: 12'ln: 12'ln: 12'au: 12'sh)	GS-1	GS-1

NO.	BRIDGE DESCRIPTION (Parapet to Parapet Section Ahead Station or in Direction of Traffic)	Classification	
		Initial	2013
BS-6	WB DTRE over Ryan Bypass (Goose Creek Boulevard) (6'sh: 12'ln: 12'ln: 12'au: 12'sh)	GS-1	GS-1
CN-1	Waxpool Road (Route 625) over DTRE (7.33'sh: 12'ln: 12'ln: 4'sh)	GS-3 (*)	GS-6
CN-2	Initial East Spine Road (Route 772) over DTRE (6'sw: 2'gu: 12'au: 12'ln: 12'ln; 4'sh)	GS-3 (*)	GS-5
CN-3	Initial Route 607 over DTRE (6'sw: 2'gu: 11'au: 11'ln: 11'lt: 11'ln: 6'sh)	GS-5 (*)	GS-5
BR-1	EB DTRE over Broad Run (6'sh: 12'ln: 12'ln: 12' + au: 12'sh)	GS-1	GS-1
BR-2	WB DTRE over Broad Run (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
CN-4	Intermediate WB Route 606 over DTRE (8'sh: 12'ln: 12'lt: 12'ln: 8'sh)	GS-3	GS-5 (*)
CN-5	Intermediate EB Route 606 over DTRE (8'sh: 12'ln: 12'lt: 12'ln: 8'sh)	GS-3y	GS-5 (*)
CS-1	WDIA Gate 14 Access Road over DTRE & Horsepen Run (3'sh: 11'ln: 11'ln: 3'sh)	GS-4	GS-4
CS-2	Ramp H (EB DTRE to SB Route 28) over DTRE (6'sh: 16'ln: 8'sh)	GS-1	GS-1
CS-3 (Rev)	Ramp G (WDIA to WB DTRE) over DAAR (6'sh: 16'ln: 8'sh)	GS-1	GS-1
CS-4	Ramp G (WDIA to WB DTRE) over Horsepen Run (6'sh: 16'ln: 8'sh)	GS-1	GS-1
CS-5	Ramp G (WDIA to WB DTRE) over DTRE (6'sh: 16'ln: 8'sh)	GS-1	GS-1
A-1	WB DTRE over Route 28 (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
A-2a	EB DTRE over Route 28 (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1
A-3	EB DTRE over DAAR (6'sh: 12'ln: 12'ln: 12'sh)	GS-1	GS-1

NO.	BRIDGE DESCRIPTION (Parapet to Parapet Section Ahead Station or in Direction of Traffic)	Classification	
		Initial	2013
A-4 (Rev)	Ramp I (NB Route 28 to WB DTRE) over SB Route 28 (6'sh: 16'ln: 8'sh) (6 Lane SB Route 28)	GS-1	GS-1
A-5a	Ramp A (NB Route 28 to WB DAAR) over DAAR (9'sh: 13'ln: 13'ln: 6'sh)	GS-1	GS-1
A-6a	Ramp A (NB Route 28 to WB DAAR) over Route 28 (6'sh: 13'ln: 13'ln: 8'sh)	GS-1	GS-1
A-7a	Ramp A (NB Route 28 to WB DAAR) over Horsepen Run (6'sh: 13'ln: 13'ln: 8'sh)	GS-1	GS-1
A-8	WB DAAR over Horsepen Run (Auxiliary Lane Widening) (12'au)	GS-1	GS-1

LEGEND
sh - Shoulder
ln - Travel Lane
au - Auxiliary Lane
lt - Left Turn Lane
sw - Sidewalk
gu - Gutter
me - Median Barrier

(*) Bridge Sections for the Initial Condition have been modified slightly from the VDOT Standard Section in order to facilitate the proposed future widening.

NOTES:

1. Shoulder widths for bridges on horizontal curves may require adjustments to provide adequate stopping sight distance for the specified design speed.

2. Bridge Numbers A-2a; A-5a; A-6a; A-7a replaced Bridges A-2; A-5; A-6; A-7 with funding from the Route 28 Tax District.

Appendix B

Drawing List by Packages

SUMMARY OF DRAWINGS FOR REVIEW AND APPROVAL

Drawings will be prepared for assembling into packages that can be reviewed by VDOT. Loudoun County, and other commentary agencies in a logical sequence. The DTRE Project has been segregated into five basic segments for the purpose of design and construction packages.
These segments are:

Segment D:	From Route 7/15 (Western Terminus) Bypass t).5 mi. West of Route 653 (Station 88+00 to Station 215+00)
Segment BN:	From 0.5 mi. West of Route 653 to East Abutment of Goose Creek Bridges (Station 215+00 to Station 351+00)
Segment BS:	From East Abutment of Goose Creek Bridges to Route 625 (Station 351+00 to Station 482+00)
Segment CN:	From Route 625 to O.6 mi. East of Route 606 (Station 482+00 to Station 685+00)
Segment CS & A:	From O.6 mi. East of Route 606 to 0.8 mi. East of Route 28 (Eastern Terminus) (Station 695+00 to Station 836+30)

The types of review packages for each segment are:

- Clearing and Grubbing
- Grading and Drainage (Including Utilities)
- Pavement
- Signing, Striping and Guardrail
- Bridges
- Toll Facilities
- Toll Collection Building
- Floodplain Alteration Studies

Typical Plan Assemblies for the roadway and bridge drawing packages have been developed and are listed on the following pages. Estimates of the total number of drawings for each segment are also provided.

CLEARING AND GRUBBING PLANS

Cover Sheet
Location Plan
Sheet Layout
General Notes and Legend
Erosion and Sediment Control Narrative
Typical Sections
Erosion, Control Details
Geometric Layout Plans
Curve Data and Traverse Data
Plans at 1" = 50'
Profiles at 1" = 50'(H) and 1" = 5'(V)
Soil Maps

Segment		Estimated No. of Sheets
D		40
BN		55
BS		80
CN		95
CS & A		80
	Total	350

GRADING, DRAINAGE AND UTILITIES PLANS

Cover Sheet
Location Plan
Sheet Layout
General Notes and Legend
Erosion and Sediment Control Narrative
Typical Sections
Geometric Layout Plans
Curve and Traverse Data
Drainage Summaries
Utility Summaries
Erosion Control Details
Drainage Details
Utility Profiles and Details
Berm Details
Plans at 1" + 50'
Profiles at 1" = 50'(H) and 1" +5'(V)
Maintenance of Traffic Plans
(Cross Sections at 50' Intervals along Mainline and Ramps)

Segment	Estimated No. of Sheets*
D	55
BN	60
BS	80
CN	105
CS & A	100
Total	400

*Does Not include Cross Sections

PAVEMENT PLANS

Cover Sheet
Location Plan
Sheet Layout
General Notes and Legend
Erosion and Sediment Control Narrative
Typical Sections
Geometric Layout Plans
Curve and Traverse Data
Pavement Summaries
Drainage Summaries
Erosion Control Detail
Plans at 1" = 50'(H) and 1" = 5'(V)
Maintenance of Traffic Plans
Miscellaneous Details

Segment		Estimated No. of Sheets
D		55
BN		60
BS		80
CN		105
CS & A		100
	Total	410

SIGNING, STRIPING, AND GUARDRAIL PLANS

Cover Sheet
Location Plan
Sheet Layout
General Notes and Legend
Typical Sections
Sign Details
Striping Details
Lighting Details
Geometric Layouts
Curve and Traverse Data
Guardrail Details
Traffic Signal Plans
Sign Bridge Plans
Foundation Plans and Details
Plans at 1" = 50'

Segment		Estimated No. of Sheets
D		25
BN		30
BS		40
CN		50
CS & A		50
	Total	195

BRIDGE PLANS

Type, Size and Location (T. S. & L.)

General Plan and Elevation
General Notes
Typical Sections
Profiles

Plan, Specifications and Estimate (P. S. & E.)

General Plan and Elevation and General Notes
Index of Drawings, Estimated Quantities and Curved Bridge Layout
Typical Bridge and Roadway Cross Sections
Ultimate Bridge Cross Section
Substructure Layout and Slope Protection
Typical Transverse Section
Slab Plan
Top of Slab Elevations and Dead Load Deflections
Parapet and Pedestrian Railing Elevations
Cast-in-Place Concrete Parapet
Pedestrian Railing Details
Performed Elastomeric Joint Details
Elastomeric Expansion Dam
Framing Plan
Girder Elevation and Girder Details
Girder Details and Camber
Field Splice Details
Cross Frame Details
Bearing Details
Abutment Plan, Elevation, Footing Plan & Pipe Layout Plan
Abutment Wingwall Details
Pier Details
Reinforcing Bar Bends
Boring Location Plan and Boring Logs
Approach Slabs

Segment	Estimated No. of Bridges	Estimated No. of Sheets
D	3	120
BN	9	260
BS	6	160
CN	6	220
CS & A	10	400
Totals	34	1160

In addition to the roadway and bridge plan packages, drawings will be prepared for the mainline toll plaza, ramp toll plazas, and teh Toll Collection Building. These packages will include all the architectural and engineering details necessary for construction.

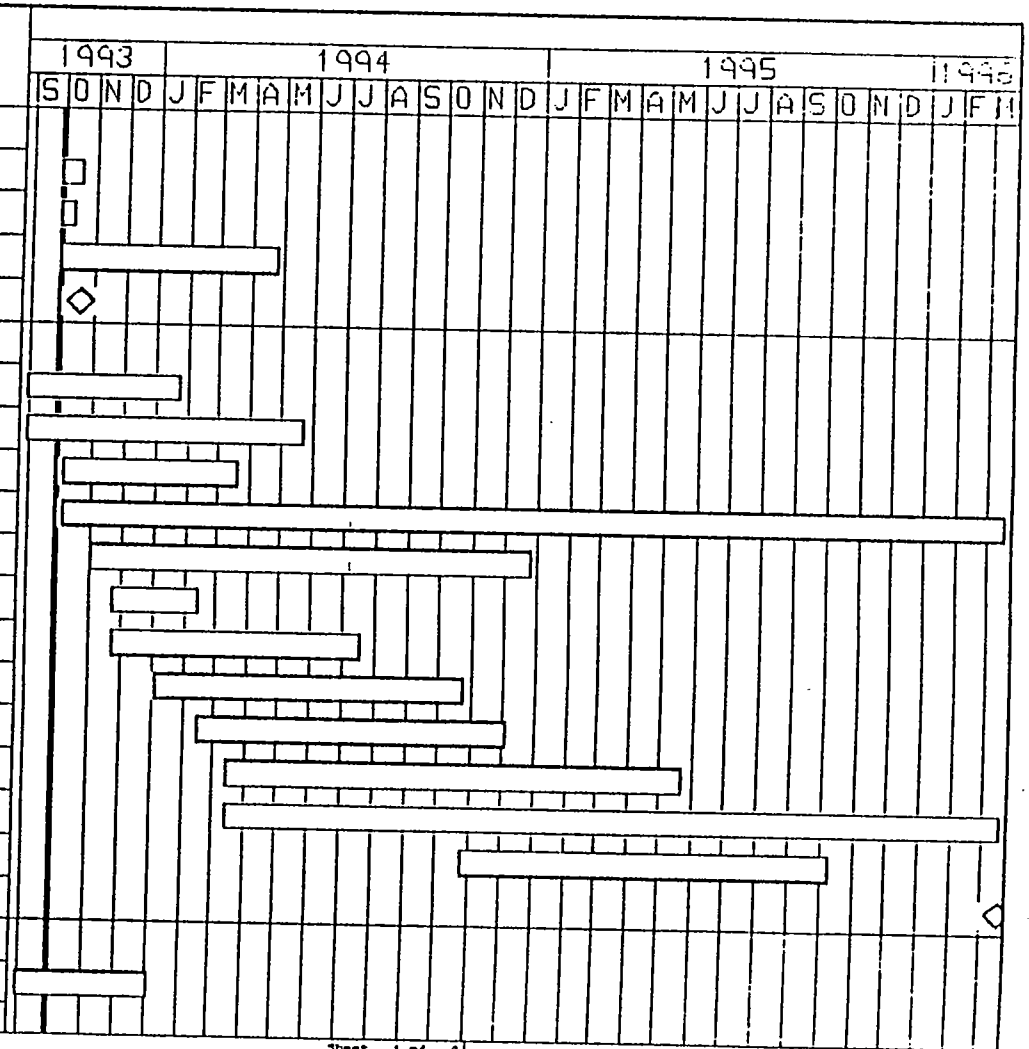
Floodplain Alteration Studies in accordance with Loudoun County requirements will also be prepared. The different packages and the estimated number of sheets are as listed below:

Package	Estimated No. of Sheets
Broad Run	18
Goose Creek	12
Beaverdam Run and Tributaries	17
Sycolin Creek and Tributaries	23
Horsepen Run and Tributaries	22
Total	92

Appendix C

Project Schedule

ACTIVITY DESCRIPTION
GENERAL ITEMS & PERMITS
PROJECT START (NOTICE TO PROCEED)
PROJECT PERMITS
PROJECT UTILITIES
CONSTRUCTION START
SEGMENTS D & BN
PROJECT SURVEYING
PROJECT ENGINEERING
CLEAR & GRUB SEGMENT D & BN
EROSION CONTROL
EXCAVATE & GRADE
CONSTRUCT DETOURS
DRIVE BRIDGE PILING
FORM BRIDGE SUB-STRUCTURES
SET BRIDGE STRUCTURAL STEEL
FORM/POUR BRIDGE DECKS
PAVE MAIN LANES
EXCAVATE,FORM & POUR APPROACH SLABS
PROJECT COMPLETION
SEGMENTS BS & CN
PROJECT SURVEYING BS & CN SEGMENT



Plot Date 16SEP93
Data Date 27SEP93
Project Start 3AUG93
Project Finish 31MAR96

(c) Primavera Systems, Inc.

Activity Bar/Early Dates
Critical Activity
Progress Bar
Milestone/Flag Activity

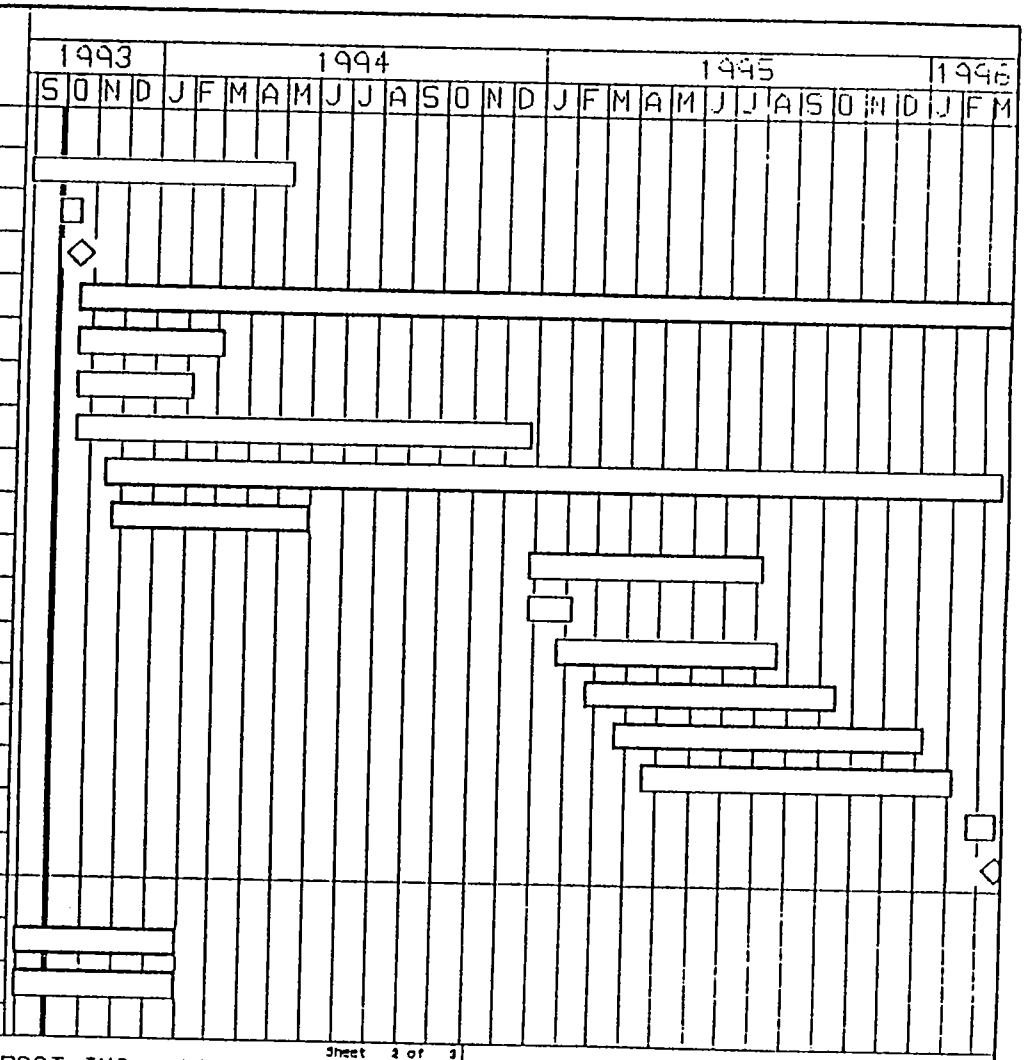
MAST

Sheet 1 of 3

BROWN & ROOT INC., HOUSTON, TEXAS
DULLES TOLL ROAD EXTENSION
DTRE PROJECT SCHEDULE

Date	Revision	Checked	Approved

ACTIVITY DESCRIPTION
SEGMENTS BS & CN
PROJECT ENGINEERING
PROJECT START (NTP) SEGMENT BS & CN
CONSTRUCTION START
EROSION CONTROL
CLEAR & GRUB SEGMENT BS & CN
CONSTRUCT DETOURS
EXCAVATE & GRADE
PAVE MAIN LANES
BLASTING & PROCESS AGGREGATE
DRIVE BRIDGE PILING
CONSTRUCT TOLL PLAZAS
FORM BRIDGE SUB-STRUCTURES
SET STRUCTURAL STEEL
FORM/POUR BRIDGE DECKS
EXCAVATE/FORM/POUR APPROACH SLABS
INSTALL DTRE TOLL EQUIPMENT
SEGMENT BS & CN PROJECT COMPLETE
SEGMENTS CS & A
PROJECT SURVEYING
PROJECT ENGINEERING SEGMENT CS & A



Plot Date 16SEP93
Data Date 27SEP93
Project Start 30AUG93
Project Finish 01MAR96

(c) Primavera Systems, Inc.

Activity Bar/Early Dates
Critical Activity
Progress Bar
Milestone/Flag Activity

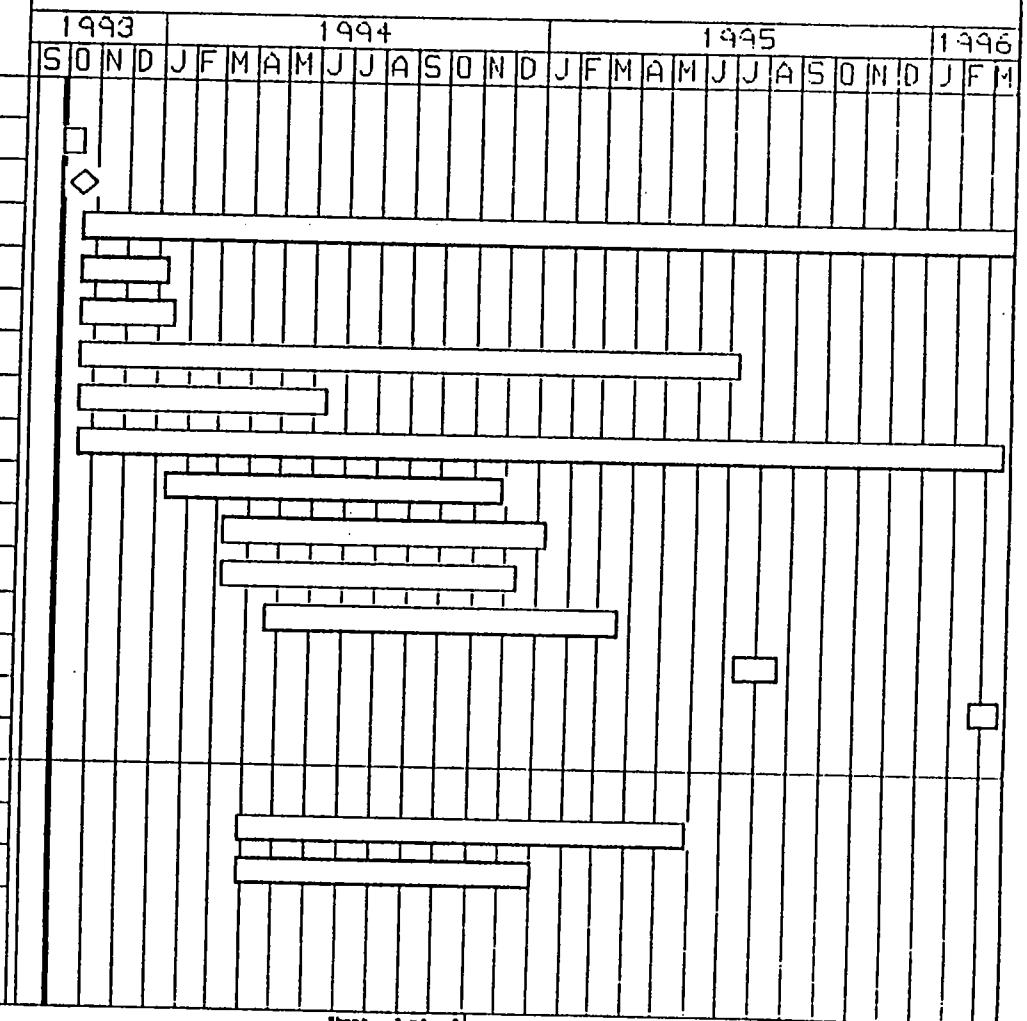
HMST

Sheet 2 of 3

BROWN & ROOT INC., HOUSTON, TEXAS
DULLES TOLL ROAD EXTENSION
DTRE PROJECT SCHEDULE

Date	Revision	Checked	Approved

ACTIVITY DESCRIPTION
SEGMENTS CS & A
PROJECT START (NTP) SEGMENT CS & A
CONSTRUCTION START SEGMENT CS & A
EROSION CONTROL
CONSTRUCT DETOURS
CLEAR & GRUB SEGMENT CS & A
EXCAVATE & GRADE
DRIVE BRIDGE PILING
PAVE MAIN LANES
FORM BRIDGE SUB-STRUCTURES
SET STRUCTURAL STEEL
FORM/POUR BRIDGE DECKS
EXCAVATE /FORM/POUR APPROACH SLABS
CONSTRUCT TOLL PLAZA
INSTALL DTRE TOLL EQUIPMENT
SEGMENT CS & A CONSTRUCTION COMPLETE
ADMINISTRATIVE/TOLL COLLECTION FAC.
CONSTRUCT ADMINISTRATIVE/TOLL COLLECTION FAC.
CONSTRUCT MAINLANE TOLL PLAZA



Plot Date 16SEP93
Data Date 27SEP93
Project Start 30AUG93
Project Finish 31MAR96

(c) Primavera Systems, Inc.

Activity Bar/Early Dates
Critical Activity
Progress Bar
Milestone/Flag Activity

MAST

Sheet 3 of 3

BROWN & ROOT INC., HOUSTON, TEXAS
DULLES TOLL ROAD EXTENSION
DTRE PROJECT SCHEDULE

Date	Revision	Checked	Approved

DTRE ROADWAY PLAN SUBMISSION STATUS

Appendix C – June 29, 1993 Schedule

File: DTRERDWY

Revised
07-Sep-93

	% COMPLETE BASE CONTRACT	LAST (Actual) SUBMISSION	NEXT SUBMISSION	ANTICIPATED APPROVAL
SEGMENT D				
Clearing & Grubbing (*)	100.0%	01-Jun-92	02-Jul-93	16-Jul-93
Grading & Drainage (*)	100.0%	28-May-92	12-Jul-93	16-Jul-93
Pavement	85.0%	**	08-Oct-93	24-Oct-93
Finishes	85.0%	03-Apr-92	27-Aug-93	06-Sep-93
SEGMENT BN				
Clearing & Grubbing (*)	100.0%	01-Jun-92	02-Jul-93	16-Jul-93
Grading & Drainage (*)	100.0%	05-Jun-92	14-Jul-93	26-Jul-93
Pavement	85.0%	**	15-Oct-93	05-Nov-93
Finishes	85.0%	03-Apr-92	27-Aug-93	06-Sep-93
SEGMENT BS				
Clearing & Grubbing (*)	100.0%	15-Jun-92	29-Jul-93	04-Aug-93
Grading & Drainage (*)	100.0%	15-Jun-92	13-Aug-93	03-Sep-93
Pavement	85.0%	**	22-Oct-93	12-Nov-93
Finishes	85.0%	**	10-Dec-93	07-Jan-94
SEGMENT CN				
Clearing & Grubbing (*)	100.0%	18-Jun-92	26-Jul-93	04-Aug-93
Grading & Drainage (*)	99.0%	14-Aug-92	20-Aug-93	10-Sep-93
Pavement	85.0%	**	24-Nov-93	17-Dec-93
Finishes	85.0%	**	10-Dec-93	07-Jan-94
SEGMENT CS				
Clearing & Grubbing (*)	100.0%	10-Jul-92	20-Jul-93	26-Jul-93
Grading & Drainage (*)	100.0%	01-Jun-92	30-Jul-93	20-Aug-93
Pavement	85.0%	**	03-Dec-93	24-Dec-93
Finishes	85.0%	**	02-Sep-93	22-Oct-93
SEGMENT A				
Clearing & Grubbing (*)	100.0%	10-Jul-92	20-Jul-93	26-Jul-93
Grading & Drainage (*)	99.0%	17-Jul-92	06-Aug-93	27-Aug-93
Pavement	84.0%	**	24-Sep-93	15-Oct-93
Finishes	85.0%	**	02-Sep-93	22-Oct-93
TOLL FACILITIES				
Administration Building	95.0%	19-Feb-92	12-Nov-93	24-Dec-93
Main Barrier Toll Plaza	84.0%	**	12-Nov-93	24-Dec-93
Ramp D/Rt 28 Toll Plaza (*)	100.0%	02-Apr-92	N/A	15-Sep-93
Ramp Toll Plazas	82.0%	**	10-Dec-93	07-Jan-94

(*) Indicates Last Submission of Plans forwarded by VDOT Northern Virginia District to Central Office for Approval and Signature. Any outstanding comments have been or will be addressed. It is anticipated that these plans will be approved at Closing.

(**) Indicates that the first submission was postponed until after closing. Plan revisions were required as a result of Landowner and/or TRCV comments.

SCHEDULE ASSUMPTIONS:

1. Closing, including payment of D&D outstanding invoices, is assumed to occur on or around September 23, 1993. Submission and anticipated approval dates shall be adjusted accordingly if the closing date extends beyond September 23, 1993.

2. VDOT review period is 15 working days as specified in the Comprehensive Agreement. Any comments will be addressed or incorporated for resubmission within a 2-week period which will also involve an additional 15 working day review period for VDOT.

3. Plan revisions for the specific design elements listed below are not included in the submission schedule. Separate plan revisions will be submitted with schedules to be provided in the future.

   - Ramp G (Segment CS) - Grading & Drainage, Pavement and Finishes.
   - Route 606 4-laning through interchange (Seg. CN) - Grading & Drainage, Pavement and Finishes.
   - Goose Creek Pond(s) on Weyl property (Segment BN) - Grading & Drainage.
   - Miscellaneous minor final revisions initiated by TRCV based on final Right-of-Way negotiations (i.e. Trask; Sowers; etc.).

4. All plans will require minor revisions for specification and standard updates.

5. TRCV will coordinate with utility companies regarding electrical requirements for roadway lighting and sign lighting. TRCV will coordinate with VDOT for the relocation design of lighting within Segment A. Key staff from D&D will attend meetings and provide assistance as appropriate.

DULLES TOLL ROAD EXTENSION

BRIDGE SUMMARY & SUBMITTAL STATUS

Appendix C – June 29, 1993 Schedule

File: B&RSCHED

Revised 07-Sep

ACTUAL SUBMISSION

NO.	BRIDGE DESCRIPTION (Parapet to Parapet Section in Direction of Traffic)	T.S.& L. First	T.S.& L. Second	T.S.& L. Third	P.S.& E. First	P.S.& E. Second	P.S.& E. Third	Central Office
D-1 D&D	Ramps A & D over Route 7/15 Bypass (8'sh: 16'ln: 6'sh: 2'me: 6'sh: 16'ln: 8'sh)	5-17-91 85.0%	8-26-91 95.0%	9-19-91 100.0%	1-28-92 85.0%	6-29-92 95.0%	9-15-93 99.0%	9-26-93
D-2 VDOT	Temporary Rte 654 over DTRE (6'sh: 11'ln: 11'ln: 6'sh)	1-08-91 85.0%	5-07-91 95.0%	N/A 100.0%	1-28-92 85.0%	5-01-92 95.0%	6-26-92 100.0%	7-23-92
BN-1 C.O.	EBL DTRE over Sycolin Creek Tributary (6'sh: 12'ln: 12'ln: 12'sh)	1-30-91 85.0%	N/A 95.0%	N/A 100.0%	7-23-91 85.0%	12-18-91 95.0%	2-10-92 100.0%	3-02-92
BN-2 C.O.	WBL DTRE over Sycolin Creek Tributary (6'sh: 12'ln: 12'ln: 12'sh)	1-30-91 85.0%	N/A 95.0%	N/A 100.0%	7-23-91 85.0%	12-18-91 95.0%	2-10-92 100.0%	3-02-92
BN-3 D&D	Initial Rte 653 over DTRE (3'sh: 11'ln: 11'ln: 3'sh)	2-05-91 85.0%	11-01-91 95.0%	N/A 100.0%	1-28-92 85.0%	5-04-92 95.0%	10-10-93 99.0%	10-24-93
BN-4 C.O.	EBL DTRE over Sycolin Creek (6'sh: 12'ln: 12'ln: 12'sh)	1-08-91 85.0%	N/A 95.0%	N/A 100.0%	7-02-91 85.0%	12-18-91 95.0%	2-10-92 100.0%	3-02-92
BN-5 C.O.	WBL DTRE over Sycolin Creek (6'sh: 12'ln: 12'ln: 12'sh)	1-08-91 85.0%	N/A 95.0%	N/A 100.0%	7-02-91 85.0%	12-18-91 95.0%	2-10-92 100.0%	3-02-92
BN-6 D&D	Rte 648/643 over DTRE (4'sh: 11'ln: 11'ln: 4'sh)	11-27-91 85.0%	N/A 95.0%	N/A 100.0%	5-27-92 85.0%	10-15-93 90.0%	12-15-93	12-30-93
GC-1 C.O.	EBL DTRE over Goose Creek (6'sh: 12'ln: 12'ln: 12'sh)	1-08-91 85.0%	5-17-91 95.0%	N/A 100.0%	6-11-91 85.0%	9-03-91 95.0%	11-11-91 100.0%	12-03-91
GC-2 C.O.	WBL DTRE over Goose Creek (6'sh: 12'ln: 12'ln: 12'sh)	1-08-91 85.0%	5-17-91 95.0%	N/A 100.0%	6-11-91 85.0%	9-03-91 95.0%	11-11-91 100.0%	12-03-91
BS-1 D&D	Rte 643 over DTRE (4'sh: 11'ln: 11'ln: 4'sh)	3-27-91 85.0%	12-20-91 95.0%	N/A 100.0%	5-11-92 85.0%	10-15-93 93.0%	12-15-93	12-30-93
BS-2 D&D	Initial Belmont Rd (Rte 659) over DTRE (12'sh: 12'ln: 12'lt: 12'ln: 12'sh)	4-02-91 85.0%	11-01-91 95.0%	N/A 100.0%	6-15-92 85.0%	10-22-93 88.0%	12-22-93	1-06-94
BS-3 VDOT	EBL DTRE over West Spine Rd (Claiborne Pkwy) (6'sh: 12'ln: 12'ln: 12'sh)	2-28-91 85.0%	5-17-91 95.0%	11-01-91 100.0%	12-26-91 85.0%	3-25-92 95.0%	6-26-92 100.0%	7-23-92
BS-4 VDOT	WBL DTRE over West Spine Rd (Claiborne Pkwy) (6'sh: 12'ln: 12'ln: 12'sh)	2-28-91 85.0%	5-17-91 95.0%	11-01-91 100.0%	12-26-91 85.0%	3-25-92 95.0%	6-26-92 100.0%	7-23-92
BS-5 C.O.	EBL DTRE over Ryan Bypass (Goose Creek Blvd) (6'sh: 12'ln: 12'ln: 12'au: 12'sh)	3-22-91 85.0%	5-17-91 95.0%	N/A 100.0%	1-09-92 85.0%	3-25-92 95.0%	6-19-92 100.0%	7-16-92
BS-6 C.O.	WBL DTRE over Ryan Bypass (Goose Creek Blvd) (6'sh: 12'ln: 12'ln: 12'au: 12'sh)	3-22-91 85.0%	5-17-91 95.0%	N/A 100.0%	1-09-92 85.0%	3-25-92 95.0%	6-19-92 100.0%	7-16-92
CN-1 C.O.	Waxpool Rd (Rte 625) over DTRE (7.33'sh: 12'ln: 12'ln: 4'sh)	1-08-91 85.0%	9-03-91 95.0%	10-30-91 100.0%	12-18-91 85.0%	2-14-92 95.0%	5-01-92 100.0%	5-21-92
CN-2 C.O.	Initial East Spine Rd (Rte 772) over DTRE (6'sw: 2'gu: 12'au: 12'ln: 12'ln: 4'sh)	2-14-91 85.0%	N/A 95.0%	N/A 100.0%	12-19-91 85.0%	2-20-92 95.0%	5-04-92 100.0%	6-02-92
CN-3 C.O.	Initial Rte 607 over DTRE (6'sw: 2'gu: 11'au: 11'ln: 11'lt: 11'ln: 6'sh)	1-08-91 85.0%	5-31-91 95.0%	7-15-91 100.0%	7-30-91 85.0%	11-07-91 95.0%	12-19-91 100.0%	1-15-92
BR-1 D&D	EBL DTRE over Broad Run (6'sh: 12'ln: 12'ln: 12'+au: 12'sh)	3-22-91 85.0%	5-31-91 95.0%	N/A 100.0%	1-28-92 85.0%	6-19-92 95.0%	10-12-93 98.0%	10-26-93
BR-2 D&D	WBL DTRE over Broad Run (6'sh: 12'ln: 12'ln: 12'sh)	3-22-91 85.0%	5-31-91 95.0%	N/A 100.0%	1-28-92 85.0%	6-19-92 95.0%	10-12-93 98.0%	10-26-93

DULLES TOLL ROAD EXTENSION

BRIDGE SUMMARY & SUBMITTAL STATUS

Appendix C – June 29, 1993 Schedule

File: B&RSCHED

Revised 07-Sep

ACTUAL SUBMISSION

NO.	BRIDGE DESCRIPTION (Parapet to Parapet Section in Direction of Traffic)	T.S.& L. First	T.S.& L. Second	T.S.& L. Third	P.S.& E. First	P.S.& E. Second	P.S.& E. Third	Central Office
CN-4 C.O.	WBL Rte 606 over DTRE (8'sh: 12'ln: 12'lt: 12'ln: 8'sh)	2-26-91 85.0%	5-17-91 95.0%	N/A 100.0%	11-22-91 85.0%	1-28-92 95.0%	3-25-92 100.0%	4-14-92
CN-5 D&D	EBL Rte 606 over DTRE (8'sh: 12'ln: 12'lt: 12'ln: 8'sh)	10-12-93 0.0%	N/A	N/A	2-12-94	4-12-94	5-20-94	6-03-94
CS-1 D&D	DIA Access Road over DTRE & Horsepen Run (3'sh: 11'ln: 11'ln: 3'sh)	4-22-91 85.0%	11-15-91 95.0%	N/A 100.0%	3-25-92 85.0%	6-17-92 95.0%	9-02-93 100.0%	9-15-93
CS-2 C.O.	Ramp H (EB DTRE to Rte 28) over DTRE (6'sh: 16'ln: 8'sh)	3-11-91 85.0%	N/A 95.0%	N/A 100.0%	12-24-91 85.0%	3-04-92 95.0%	5-01-92 100.0%	5-21-92
CS-3 N/A	Ramp G (WDIA to WB DTRE) over DAAR (6'sh: 16'ln: 8'sh)	9-03-91 85.0%	11-22-91 95.0%	N/A 100.0%	Revised 0.0%			
CS-3 D&D	Ramp G REV (WDIA to WB DTRE) over DAAR (6'sh: 16'ln: 8'sh)	10-04-93 65.0%	11-15-93	N/A	3-25-94	5-15-94	6-30-94	7-15-94
CS-4 D&D	Ramp G (WDIA to WB DTRE) over Horsepen Run (6'sh: 16'ln: 8'sh)	9-03-91 85.0%	11-22-91 95.0%	N/A 100.0%	10-20-93 65.0%	12-15-93	1-27-94	2-11-94
CS-5 D&D	Ramp G (WDIA to WB DTRE) over DTRE (6'sh: 16'ln: 8'sh)	9-03-91 85.0%	11-22-91 95.0%	N/A 100.0%	12-10-93 24.0%	2-05-94	3-15-94	3-30-94
A-1 C.O.	WBL DTRE over Rte 28 (6'sh: 12'ln: 12'ln: 12'sh)	3-22-91 85.0%	5-31-91 95.0%	N/A 100.0%	11-15-91 85.0%	1-31-92 95.0%	3-25-92 100.0%	4-14-92
A-2 C.O.	EBL DTRE over Rte 28 (6'sh: 12'ln: 12'ln: 12'sh)	3-22-91 85.0%	5-31-91 95.0%	N/A 100.0%	11-15-91 85.0%	1-31-92 95.0%	3-25-92 100.0%	4-14-92
A-3 C.O.	EBL DTRE over DAAR (6'sh: 12'ln: 12'ln: 12'sh)	3-07-91 85.0%	5-31-91 95.0%	N/A 100.0%	7-12-91 85.0%	11-01-91 95.0%	12-18-91 100.0%	1-14-92
A-4 N/A	Ramp I (NB 28 to WB DTRE) over SB Rte 28 (6'sh: 16'ln: 8'sh) (5 Lane SB 28 Alternate)	3-14-91 85.0%	5-14-91 95.0%	5-31-91 100.0%	4-10-92 85.0%	Revised 86.0%		
A-4 D&D	Ramp I REV (NB 28 to WB DTRE) over SB Rte 28 (6'sh: 16'ln: 8'sh) (6 Lane SB 28 Alternate)	9-10-93 85.0%	11-01-93	N/A	3-15-94	5-15-94	6-25-94	7-09-94
A-5 C.O.	Ramp A (NB 28 to WB DAAR) over DAAR (9'sh: 13'ln: 13'ln: 6'sh)	3-27-91 85.0%	N/A 95.0%	N/A 100.0%	7-16-91 85.0%	11-22-91 95.0%	2-13-92 100.0%	3-09-92
A-6 C.O.	Ramp A (NB 28 to WB DAAR) over Rte 28 (6'sh: 13'ln: 13'ln: 8'sh)	3-19-91 85.0%	N/A 95.0%	N/A 100.0%	7-24-91 85.0%	10-04-91 95.0%	11-22-91 100.0%	12-12-91
A-7 C.O.	Ramp A (NB 28 to WB DAAR) over Horsepen Run (6'sh: 13'ln: 13'ln: 8'sh)	4-15-91 85.0%	N/A 95.0%	N/A 100.0%	7-18-91 85.0%	10-04-91 95.0%	12-18-91 100.0%	1-14-92
A-8 C.O.	WBL DAAR over Horsepen Run (Widening) (12'au)	4-02-91 85.0%	7-30-91 95.0%	N/A 100.0%	11-01-91 85.0%	3-25-92 95.0%	5-20-92 100.0%	6-12-92

Central Office column denotes the date that the District sends the plans to Richmond for the signature of the Chief Engineer.

LEGEND

sh – Shoulder
ln – Travel Lane
au – Auxiliary Lane
lt – Left Turn Lane
sw – Sidewalk
gu – Gutter
me – Median Barrier

SCHEDULE ASSUMPTIONS:

1) Closing, including payment of D&D outstanding invoices, to occur on or before Sept. 15, 1993.
2) Bridge design and plan work to Commence after closing.
3) VDOT review period of 15 working days.
4) Ramp G alignment to remain where currently shown and go ahead received at closing.
5) Ramp I (bridge A-4) to span a 6-lane SBL Route 28 including full shoulders.
6) Route 606 to be revised to the intermediate (4-lane) condition as shown on the bridge plans.
7) All plans through the third P.S.& E. submission will require minor revisions for spec updates.
8) If the closing date is extended, submission & approval dates will be extended correspondingly.
9) Advance work before closing starting 8-16-93 for Bridges A-4, CS-1, D-1.

Appendix D

Army Corps of Engineers Environmental
Permit No. 90-1855-15

DEPARTMENT OF THE ARMY
NORFOLK DISTRICT, CORPS OF ENGINEERS
FORT NORFOLK, 803 FRONT STREET
NORFOLK, VIRGINIA 23510-1096

REPLY TO
ATTENTION OF

May 14, 1991

Eastern Virginia Regulatory Section
90-1855-15 (Broad Run & Goose Creek & tribs.)

Toll Road Corporation of Virginia
ATTN: Mr. Ralph L. Stanley
Chief Executive Officer
7 East Market Street
Leesburg, Virginia 22075

Ladies and Gentlemen:

Enclosed is a Department of the Army permit authorizing you to perform certain work in waters of the United States. Both copies must be signed by an official of the Toll Road Corporation of Virginia in the space provided for the permittee's signature and returned to this office. Upon receipt, the District Engineer or his authorized representative will sign both copies and return the original to you. The permit is not valid until signed by both parties.

Please note that Special Condition 1 of the permit requires you to notify this office of certain dates concerning the progress of the work. It is requested that you also take note of any other special conditions incorporated in this permit.

If any material change in the plan of the work is found necessary, revised plans must be submitted for our approval before any work is begun.

In addition, the permit requires not only the 80.2 acres of replacement recommended by the Corps, but also an additional 3.5 acres of replacement, 25 acres of enhancement, and 20 acres of preservation/buffer. This additional acreage was proposed by you to satisfy the Fish and Wildlife Service and Environmental Protection Agency requests and to avoid delays due to potential elevation.

Lastly, a $100.00 fee is required made payable to FAO, USAED NORFOLK prior to the issuance of a permit. Your check for the amount indicated should accompany the signed copies of the permit when returned.

Sincerely,

R. Harold Jones
for William H. Poore, Jr.
Chief, Regulatory Branch

Enclosures

Copies Furnished:

Virginia Council on the Environment, Richmond (w/dwgs)
Virginia Marine Resources Commission, Newport News (w/cy of permit & dwgs)
U. S. Fish and Wildlife Service, Annapolis (w/cy of permit & dwgs)
Environmental Protection Agency, Philadelphia (w/cy of permit & dwgs)
National Marine Fisheries Service, Oxford (w/cy of permit & dwgs)
U. S. Fish and Wildlife Service, White Marsh (w/cy of permit & dwgs)
Virginia State Water Control Board, Richmond (w/cy of permit & dwgs)
Dewberry and Davis, Fairfax (w/cy of permit & dwgs)
Keiwit Eastern, Leesburg (w/cy of permit & dwgs)

Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. PRIOR TO THE COMMENCEMENT OF ANY WORK AUTHORIZED BY THIS PERMIT, YOU SHALL ADVISE THE DISTRICT ENGINEER, IN WRITING, OF THE TIME THE AUTHORIZED ACTIVITY WILL BE COMMENCED AND OF THE NAME, ADDRESS, AND TELEPHONE NUMBER OF ALL CONTRACTORS OR OTHER PERSONS UNDERTAKING THE WORK, AND SHALL FURNISH TO THEM, BEFORE THE COMMENCEMENT OF THE WORK, A COMPLETE COPY OF THIS PERMIT ALONG WITH ALL DRAWINGS AND SPECIAL CONDITIONS.

2. This permit is not valid unless the Notice of Authorization has been posted conspicuously at the site of the permitted activity. If the notice is not so posted, any activity which would otherwise have been legal under this permit shall be treated as unpermitted and the permit revoked.

3. You shall advise the district engineer verbally or in writing when unusual or complicated foundation conditions are encountered requiring debris removal (e.g., stumps, broken concrete, etc.) and shall not take measures to remove the obstruction or change the location of the structure until written or verbal approval by the district engineer or his authorized representative is received.

4. There will be no dredging or filling in wetlands other than that specifically authorized by this permit.

5. All dredging and/or filling will be done so as to minimize disturbance of the bottom or turbidity increases in the water which tend to degrade water quality and damage aquatic life.

6. The deposition of dredged or excavated materials on shore, and all earthwork operations on shore will be carried out in such a way as to minimize erosion of the material and preclude its entry into waters of the United States.

7. You will employ measures to prevent or control spills of fuels or lubricants from entering any waterway.

8. Construction methods will be designed to minimize wetland disturbance.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as a permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(Permittee)

5/20/91

(Date)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for William H. Poore, Jr.
Chief, Regulatory Branch

5/23/91

(Date)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

_____
(Transferee)

_____
(Date)

DEPARTMENT OF THE ARMY
NORFOLK DISTRICT, CORPS OF ENGINEERS
FORT NORFOLK, 803 FRONT STREET
NORFOLK, VIRGINIA 23510-1096

REPLY TO
ATTENTION OF:

July 31, 1992

Eastern Virginia Regulatory Section
90M1855-15 (Various Waterways)

Mr. Jeff Emling, Project Manager
Toll Road Corporation of Virginia
7 East Market Street
Leesburg, Virginia 23510-1096

Dear Mr. Emling:

In accordance with your request of June 3, 1992, your Department of the Army Permit number 90-1855-15, issued on May 21, 1991, is hereby modified in accordance with your revised drawings of July 29, 1992 (enclosure). This modification allows for additional permanent wetland impacts of 3.7 acres and additional temporary wetland impacts of 4.29 acres for the purpose of implementing the Water Quality and Stormwater Management Plan approved by Loudoun County. In addition, you have proposed to create an additional 9.55 acres of wetlands compensation at Site B-5 South. A feasibility study (including piezometer monitoring) has been submitted and is approved for the purpose of developing a detailed compensation plan. This compensation plan must be submitted for review and approval before implementation.

As per your letter of July 24, 1992, your permit is also modified to allow for the phased construction of wetland compensation sites B-5 North (Fall 1992) and B-26 (Fall 1993). Piezometer monitoring of wetland compensation site B-5 south will be completed in the spring of 1993 with a compensation plan developed and implemented by the fall of 1993. All wetlands compensation will be completed no later than the fall of 1994 or concurrently with the completion of road construction.

Finally, as per your letter of July 15, 1992, you have voluntarily agreed to hire a biologist to mark all wetland areas designated for clearing, in accordance with your drawings, and to monitor such clearing activities, during the early phases of construction, to insure compliance with the permitted drawings.

All other conditions of the permit remain unchanged.

Before you begin work, you should obtain all required state and local authorizations. This modification does not remove the requirement to comply with all state and local permits.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

FOR AND ON BEHALF OF THE DISTRICT ENGINEER, COLONEL R. C. Johns:

Sincerely,

Nicholas F. Kouchoukos
for William H. Poore, Jr.
Chief, Regulatory Branch

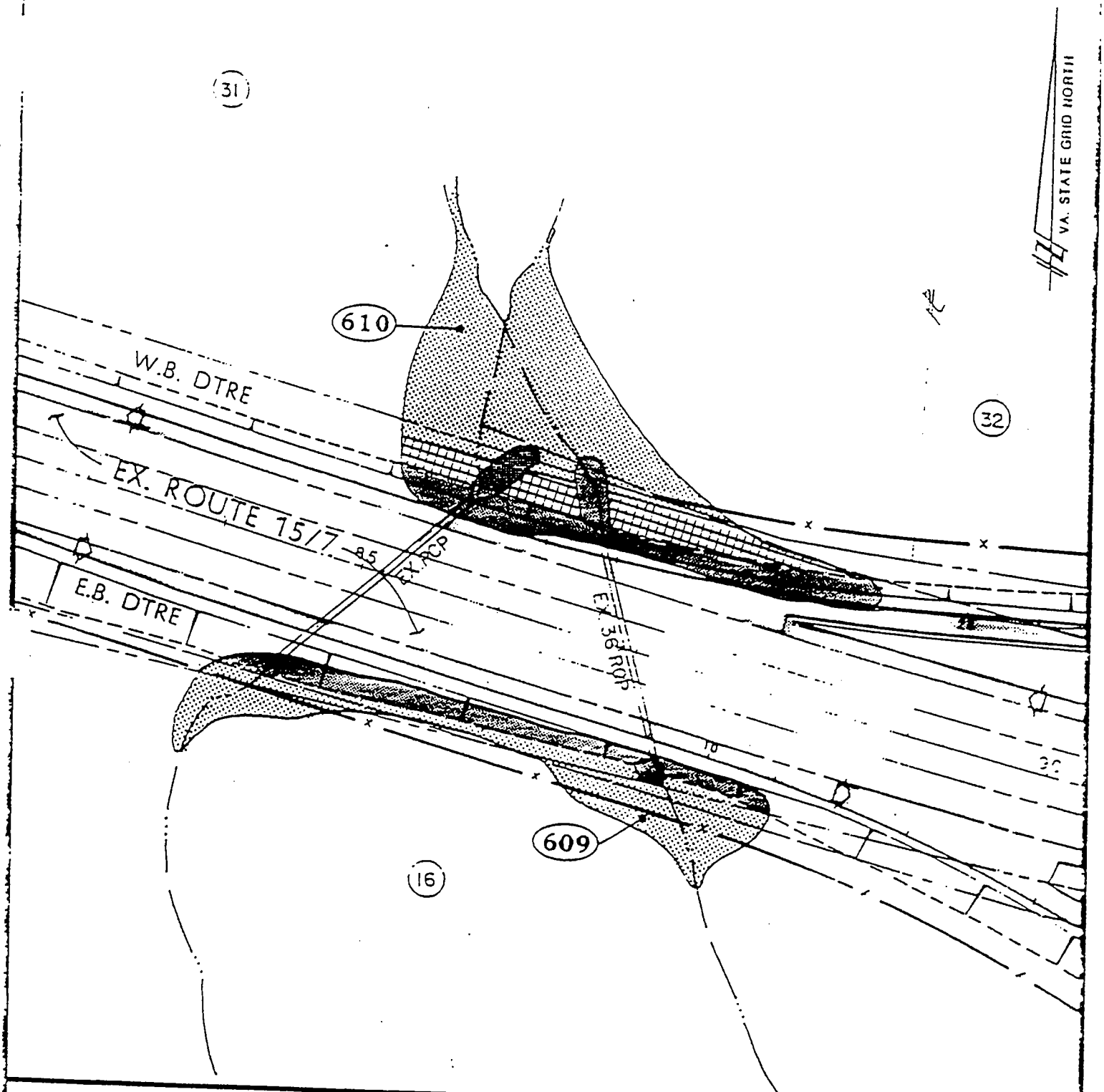
Enclosure

Copies Furnished (w/encl):

Virginia State Water Control Board, Richmond
U. S. Fish and Wildlife Service, Attn: Carol Weinhold, Annapolis
Environmental Protection Agency, Attn: Art Spingarn, Philadelphia

SUMMARY OF WETLAND IMPACTS

	Per Approved JPA		Modification		Total with Modification	
	Permanent	Temporary	Permanent	Temporary	Permanent	Temporary
t 1A (Wetlands 609/610)	0.25	0.00	0.06	0.14	0.31	0.14
Sheet 2A (Wetlands 518)	0.16	0.00	0.00	0.00	0.16	0.00
heet 3A (Wetlands 216)	0.55	0.00	0.21	0.16	0.76	0.16
Sheet 4A (Wetlands 217)	0.64	0.00	-0.01	0.09	0.63	0.09
Sheet 5A (Wetlands 11)	0.31	0.00	0.00	0.00	0.31	0.00
heet 6A (Wetlands 12)	1.29	0.38	0.00	0.09	1.29	0.47
Sheet 7A (Wetlands 18/19)	0.89	0.00	0.06	0.28	0.95	0.28
heet 8A (Wetlands 61)	0.11	0.00	0.00	0.00	0.11	0.00
(Sycolin Creek)	0.00	0.03	0.00	0.00	0.00	0.03
Sheet 9A (Wetlands 501)	1.83	0.00	0.01	0.00	1.84	0.00
heet 9D (New Sheet)	0.00	0.00	0.05	0.00	0.05	0.00
Sheet 10A (Wetlands 40)	0.06	0.74	0.03	-0.03	0.09	0.71
heet 11A (Wetlands 56 shifted)	0.00	0.29	0.09	-0.29	0.09	0.00
Sheet 12A (Wetlands 66/68/70)	1.41	0.50	0.53	-0.43	1.94	0.07
Sheet 13A (Wetlands 70 & Trib)	0.05	0.01	0.01	0.00	0.06	0.01
heet 14A (Wetlands 82)	0.69	0.00	0.00	0.07	0.69	0.07
Sheet 15A (Wetlands 502)	0.15	0.00	0.00	0.04	0.15	0.04
heet 16A (Wetlands 503)	0.18	0.00	0.00	0.00	0.18	0.00
(Trib to Beaverdam)	0.14	0.00	0.00	0.00	0.14	0.00
t 17A (Wetlands 244)	0.26	0.00	0.04	0.02	0.30	0.02
et 18A (Wetlands 28)	2.04	0.00	0.04	0.33	2.08	0.33
Sheet 19A (Wetlands 504)	0.29	0.00	0.00	0.00	0.29	0.00
heet 20A (Wetlands 505)	0.36	0.00	0.00	0.00	0.36	0.00
Sheet 21A (Wetlands 506/525)	2.43	0.00	0.00	0.00	2.43	0.00
Sheet 21D (New Sheet)	0.00	0.00	0.65	0.35	0.65	0.35
heet 22A (Wetlands 122/125)	2.52	0.79	0.15	0.40	2.67	1.19
Sheet 23A (Wetlds 507/605/606)	0.52	0.00	0.00	0.00	0.52	0.00
heet 24A (Wetlands 509)	0.64	0.00	0.00	0.16	0.64	0.16
Sheet 25A/B (Wetlds 601/702)	11.18	0.30	0.07	2.72	11.25	3.02
Sheet 26A (Wetlands 132/602)	5.12	1.26	0.00	0.05	5.12	1.31
eet 27A/28A (Wetlds 512/607)	10.61	6.00	1.66	-0.72	12.27	5.28
Sheet 29A (Wetlands 513-515)	0.75	0.00	0.00	0.21	0.75	0.21
eet 30A/31A (Wetlands 174)	6.04	1.71	0.05	0.65	6.09	2.36
Sheet 32A (Wetlands 516)	0.20	0.00	0.00	0.00	0.20	0.00
TOTALS:	51.67	12.01	3.70	4.29	55.37	16.30
	SUM:	63.68	SUM:	7.99	SUM:	71.67



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

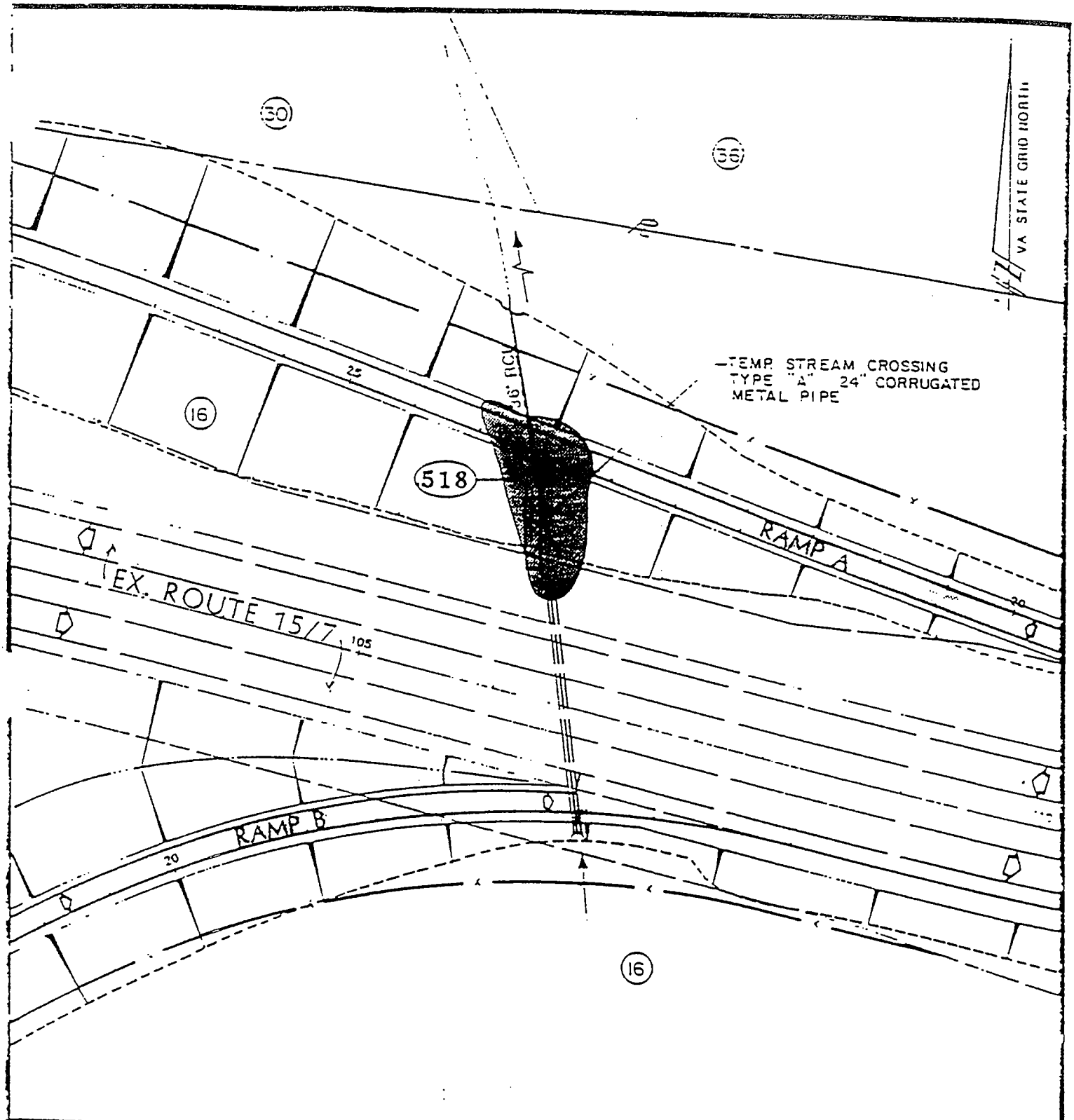
SCALE:

DTRE CROSSING AT
TRIBUTARY TO
TUSCARORA CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 1A OF 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

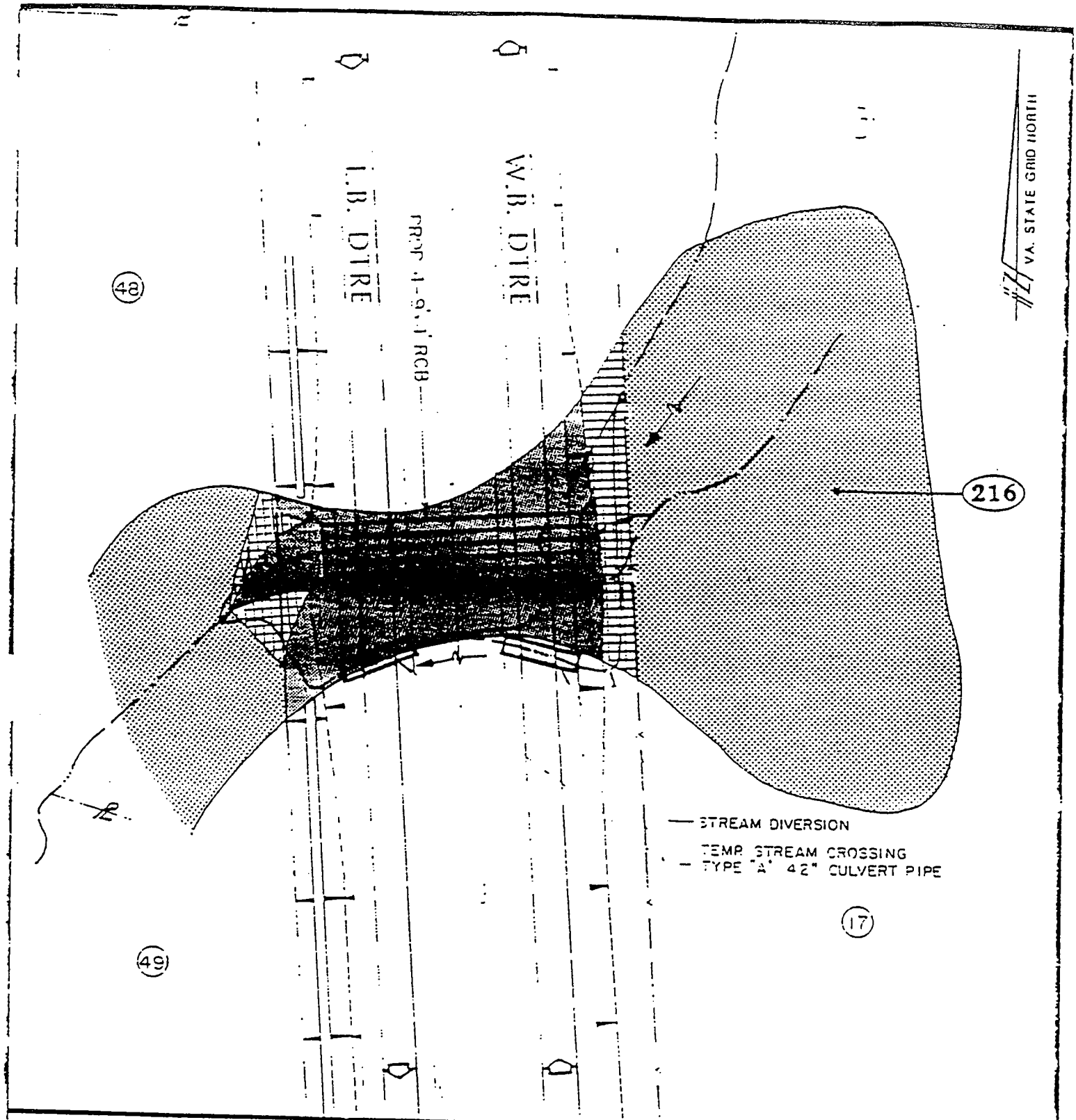
SCALE: 1" = 100'

PIPE CROSSING AT
TRIBUTARY TO
TUSCARORA CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 2A OF 32 DATE 11/90



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

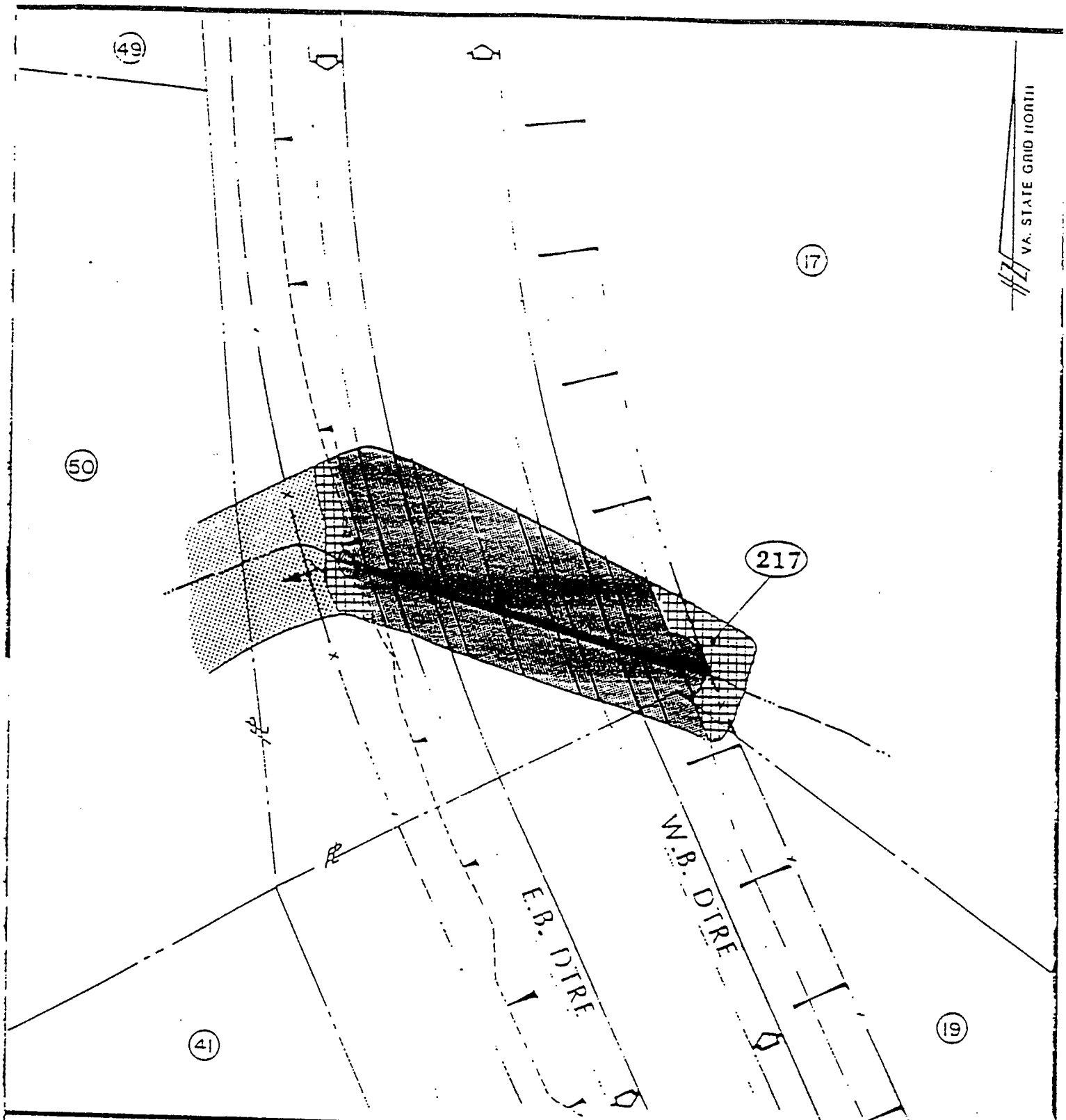
SCALE 1" = 50'

PIPE CROSSING AT
TRIBUTARY TO
MOOL N CREEK

COUNTY LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 2A 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:
SEE ATTACHMENT D

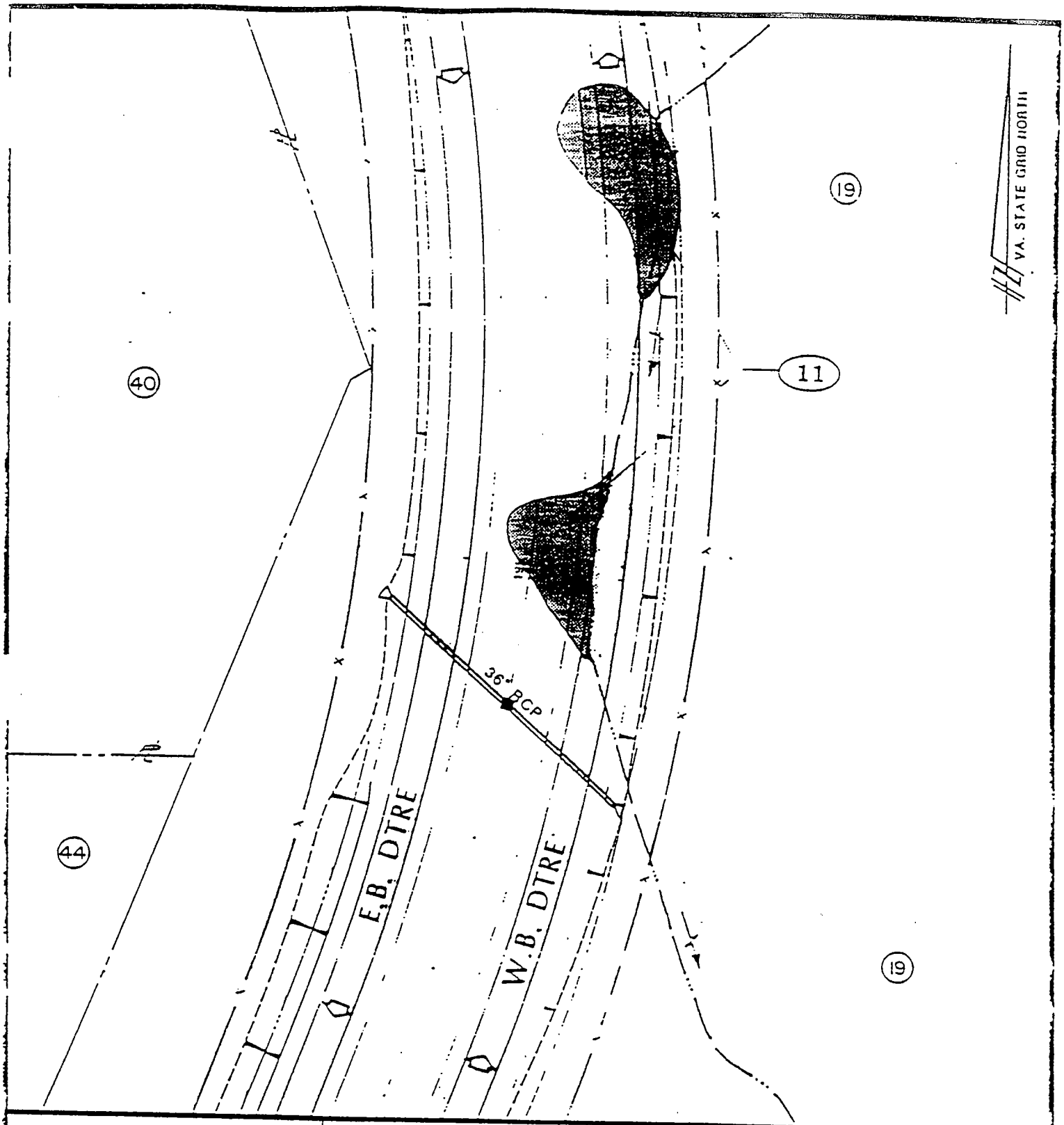
PLAN VIEW

DTRE CROSSING AT
TRIBUTARY TO
SYCOLIN CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 4A OF 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

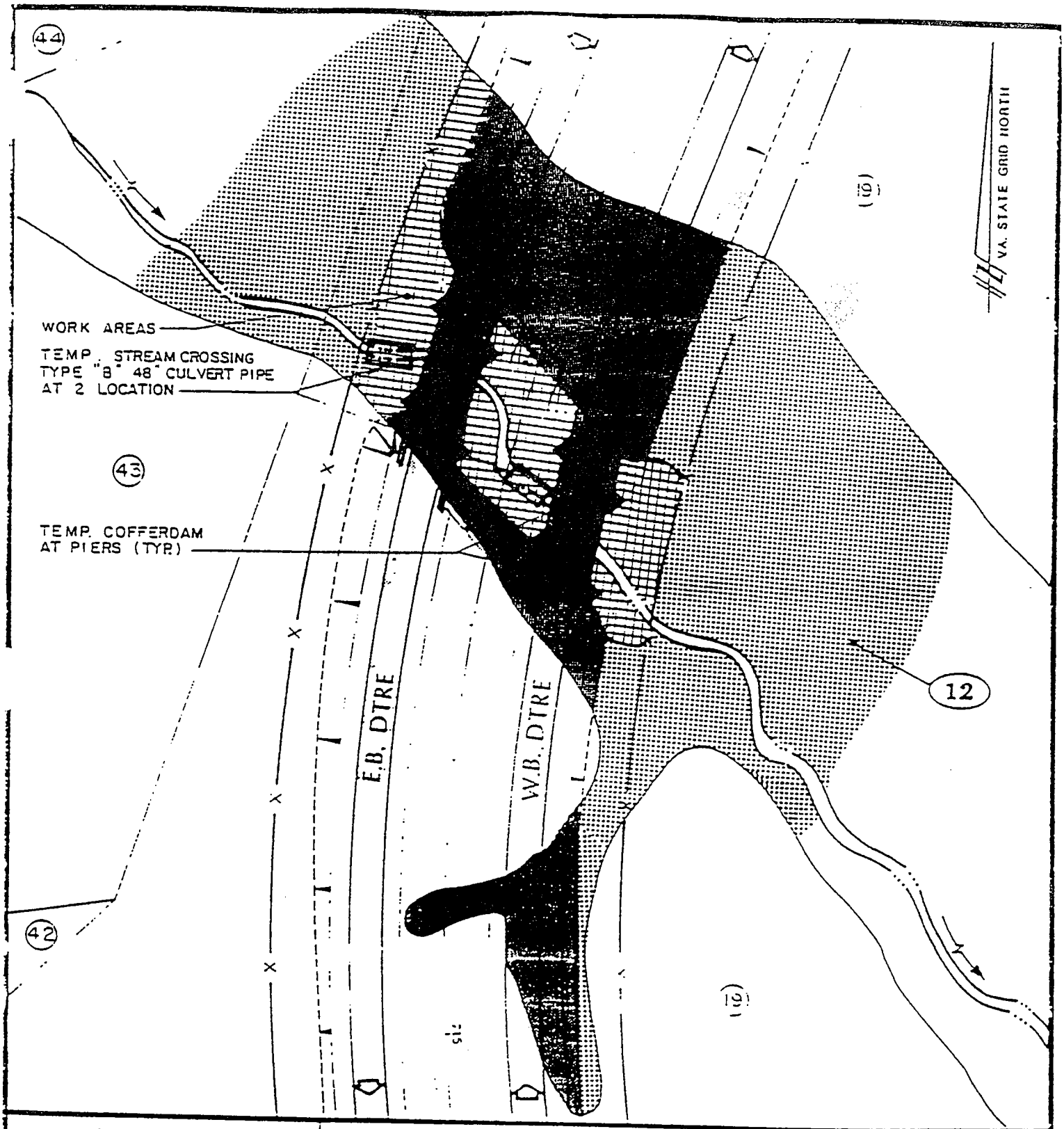
SCALE: 1" = 10'

DTRE CROSSING AT
TRIBUTARY TO
SYCOLIN CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 5A - 32 DATE 11/90



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

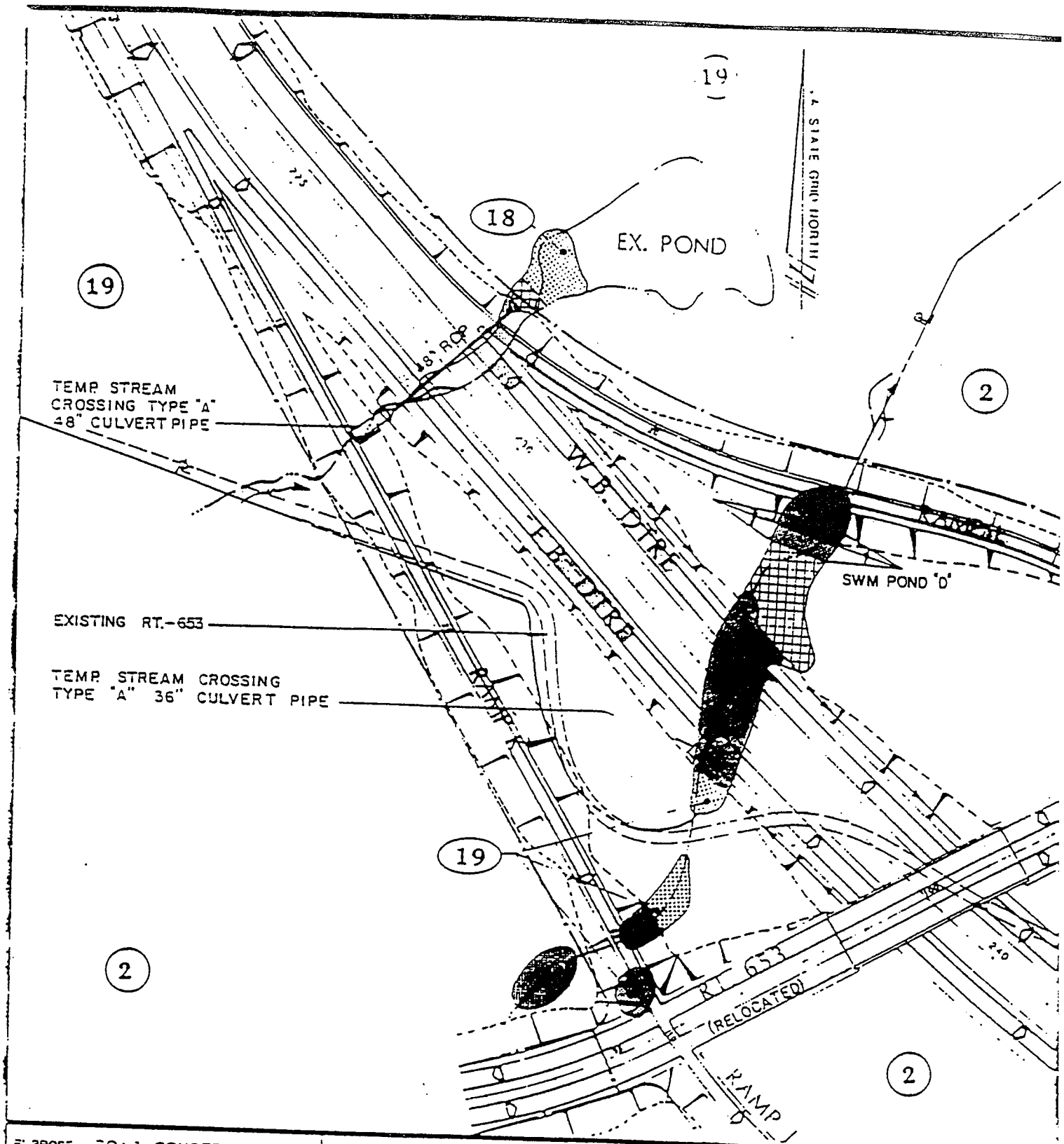
SCALE:

DTRE CROSSING AT
TRIBUTARY TO
BYCOLIN CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 6A - 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

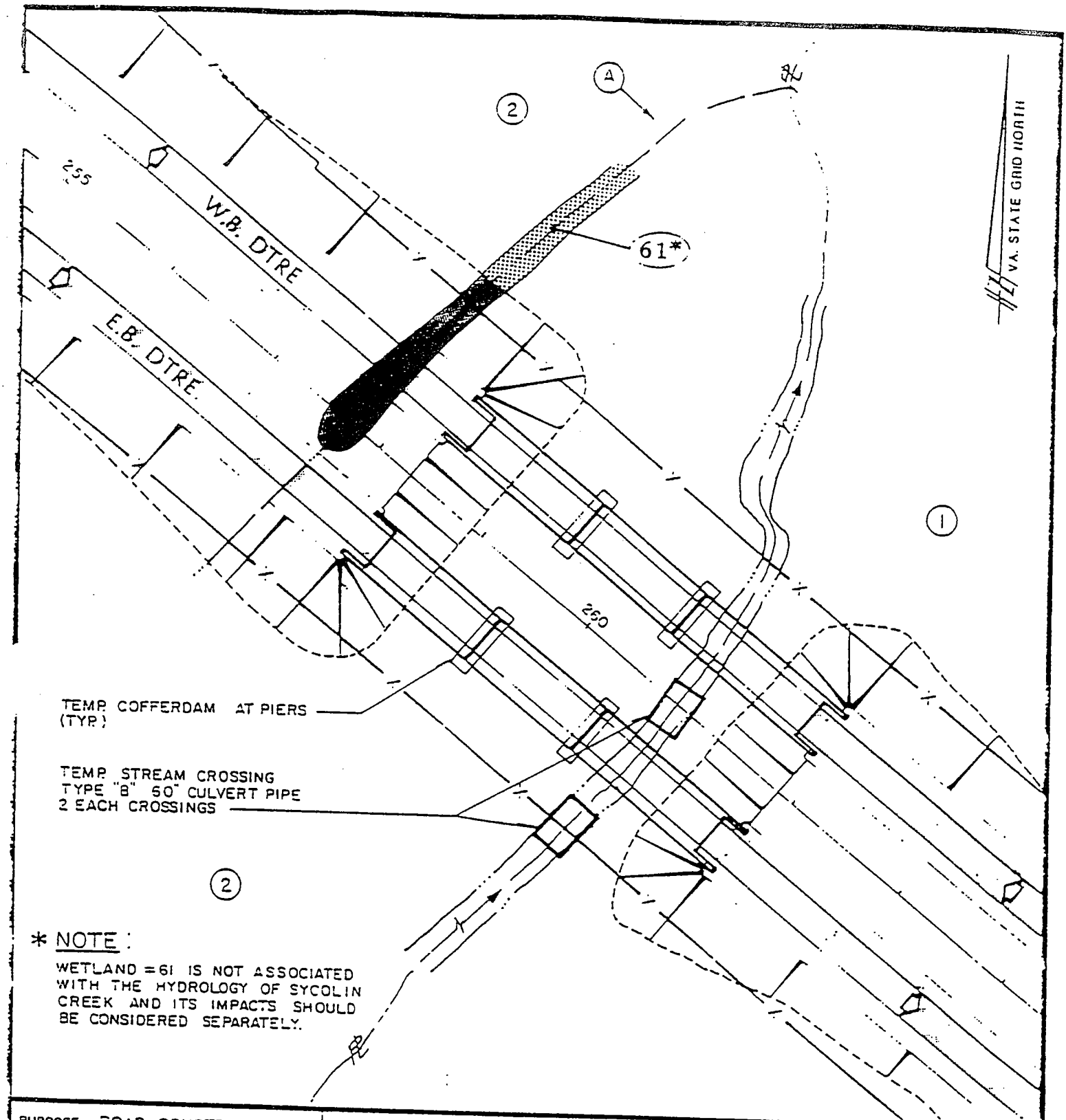
SCALE: 1" = 200'

STREAM CROSSING AT
TRIBUTARY TO
SYCOLIN CREEK

COUNTY OF LOUDOUN STATE VA

PREPARED BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 7A OF 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

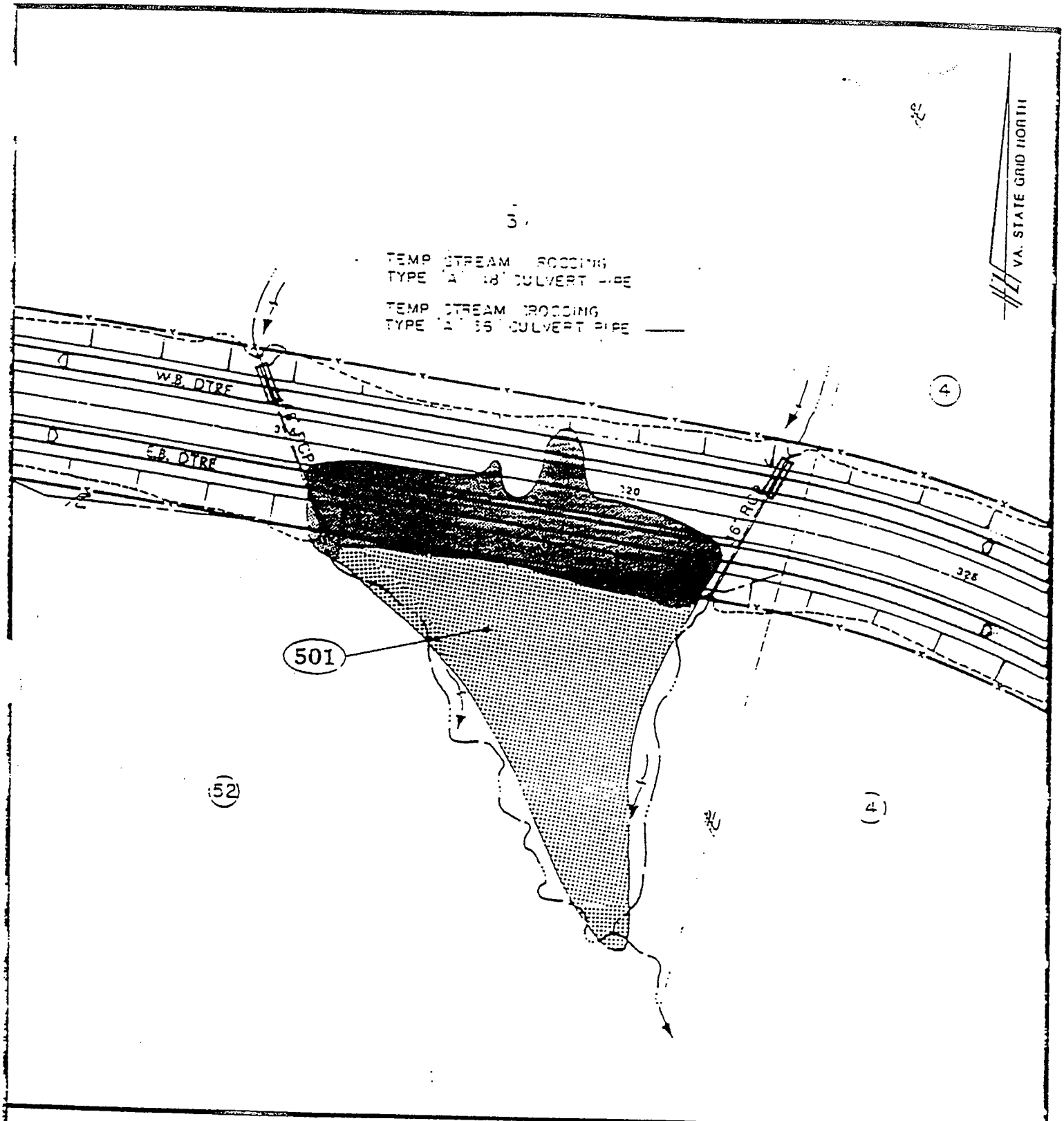
SCALE: 1" = 100'

DTRE CROSSING AT SYCOLIN CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION OF VIRGINIA

SHEET 8A OF 32 DATE 11/90



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

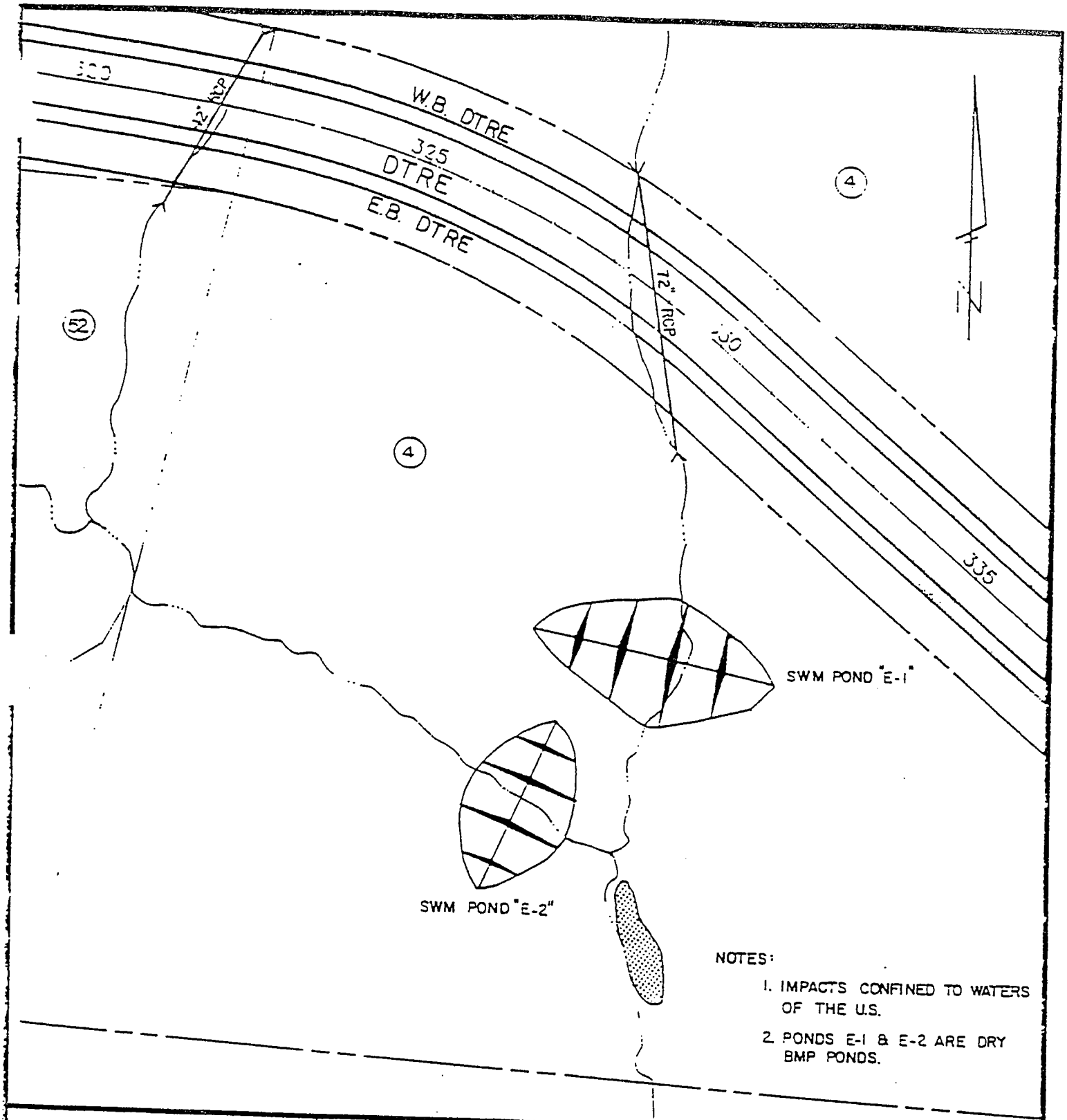
SCALE: 1" = 200'

DTRE CROSSING AT
TRIBUTARY TO
GOOSE CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 9A OF 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

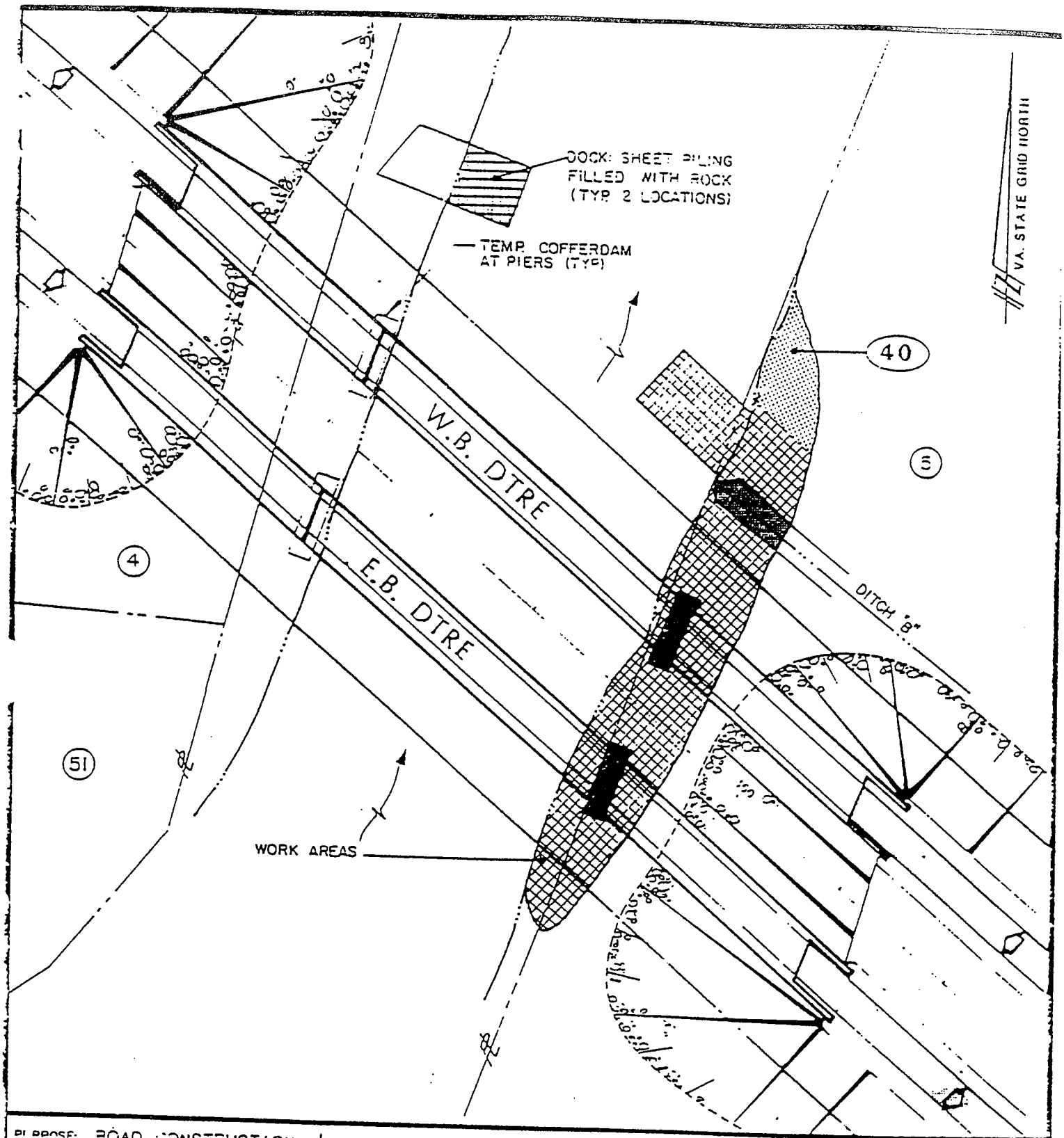
SCALE: 1" = 200'

DTRE CROSSING AT TRIBUTARY TO GOOSE CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION OF VIRGINIA

SHEET 9D OF 32 DATE 05/92



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:
SEE ATTACHMENT D

PLAN VIEW

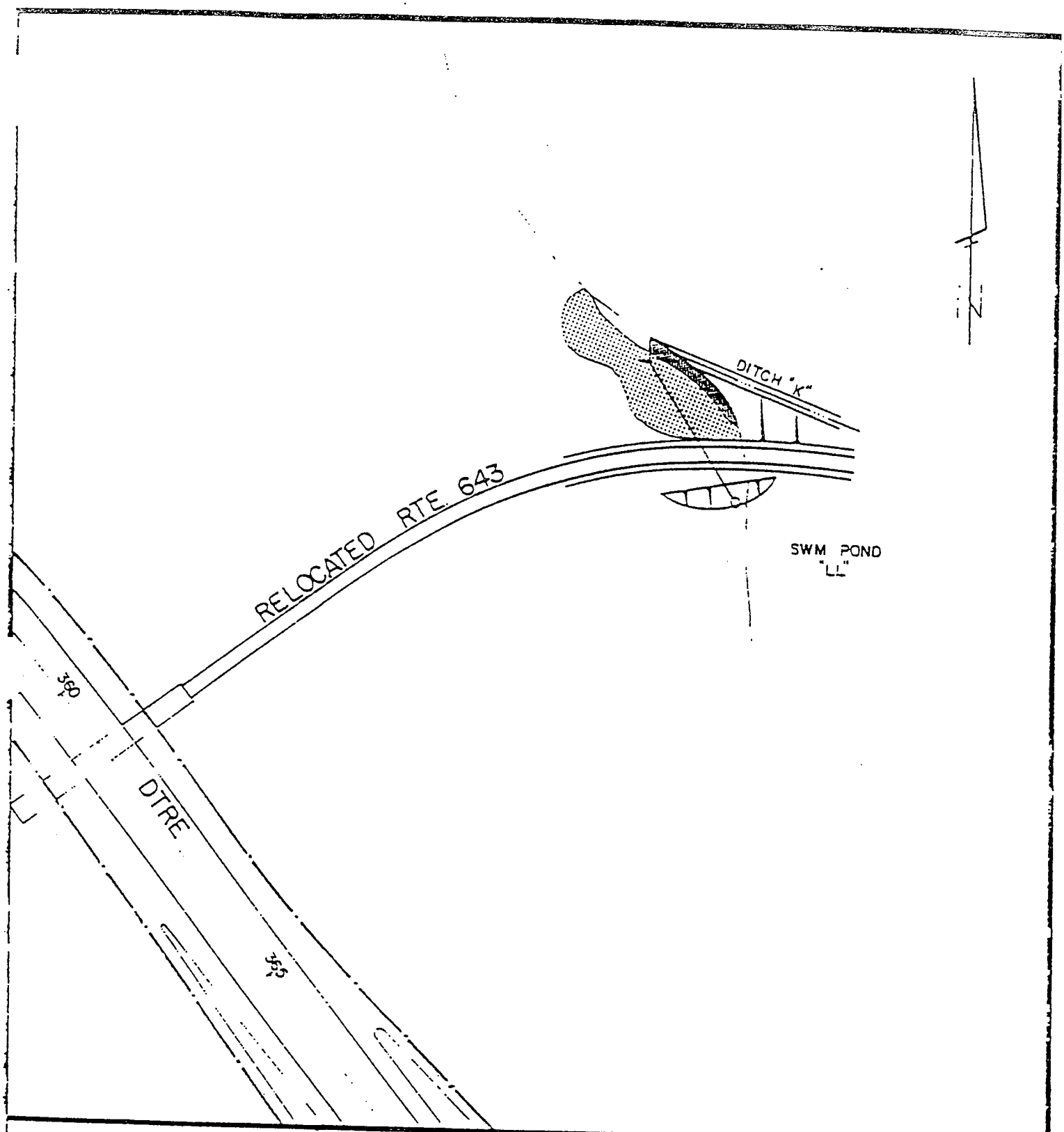
SCALE: 1" = 100'

DTRE CROSSING AT
GOOSE CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 10A OF 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

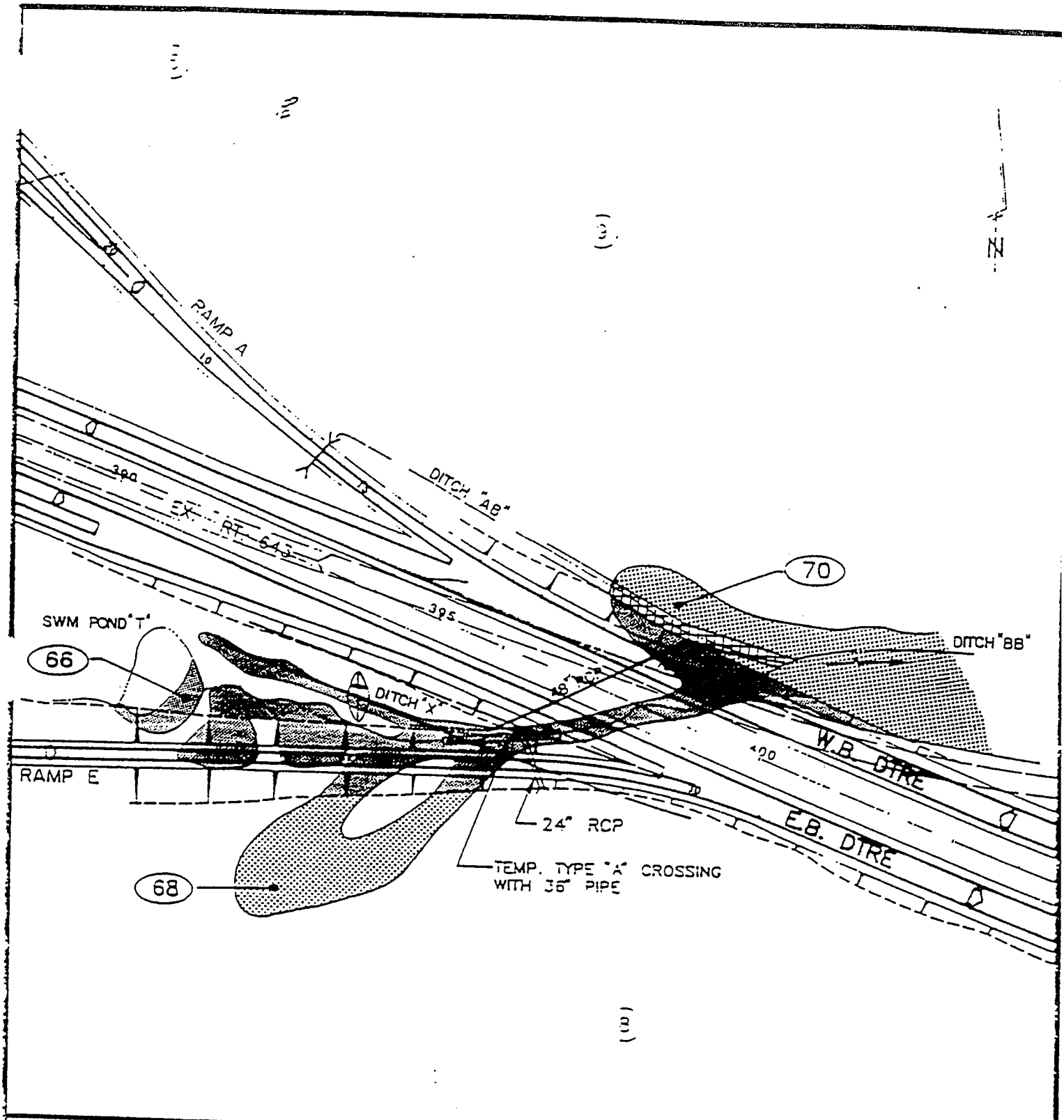
SCALE: 1" = 200'

DTRE CROSSING AT
TRIBUTARY TO
GOOSE CREEK

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET IIA OF 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

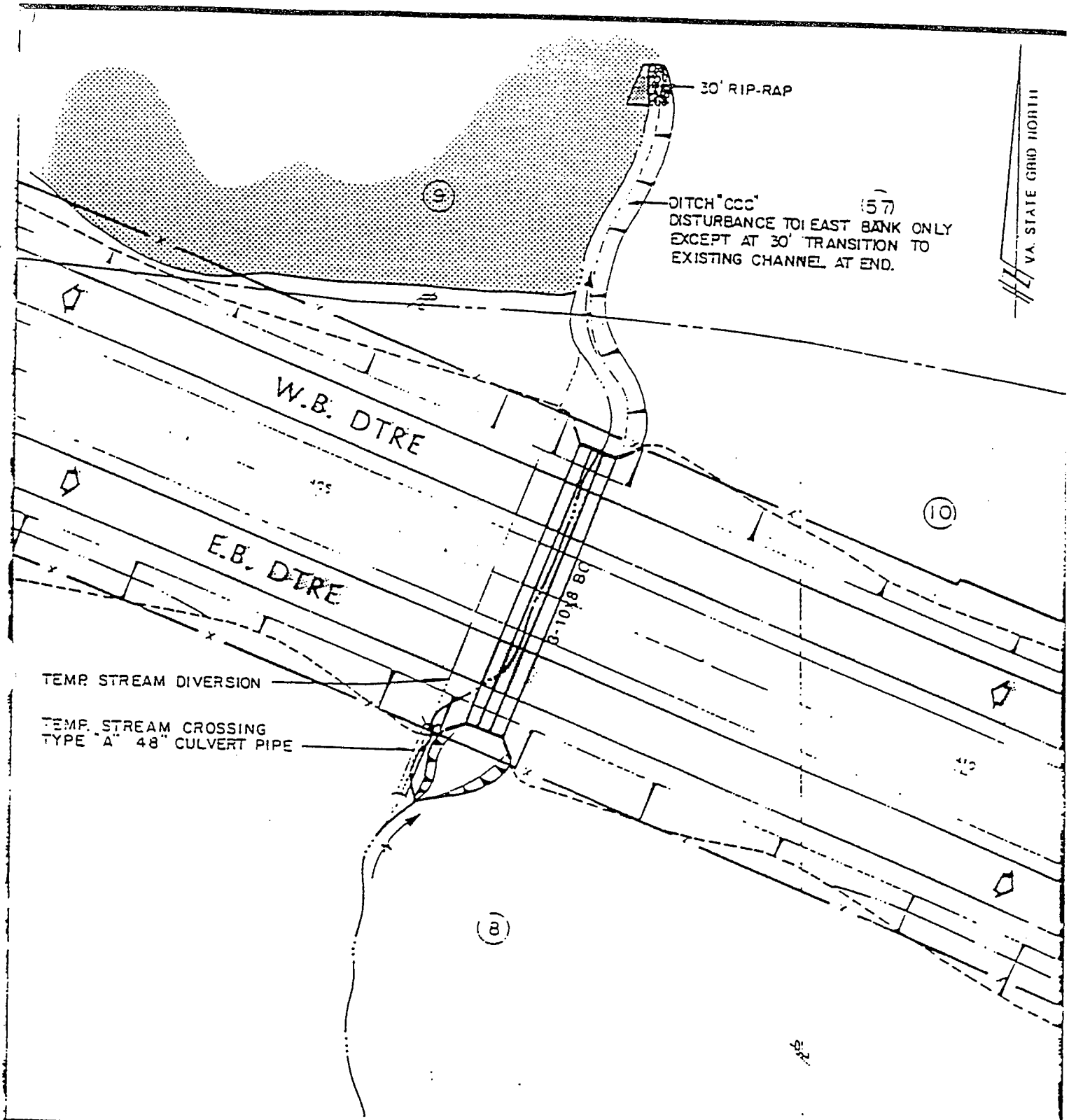
SCALE: 1" = 200'

DTRE CROSSING AT
UNNAMED TRIBUTARY TO
BEAVERDAM RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 12A OF 32 DATE 05/92 (REV)



PROJ: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

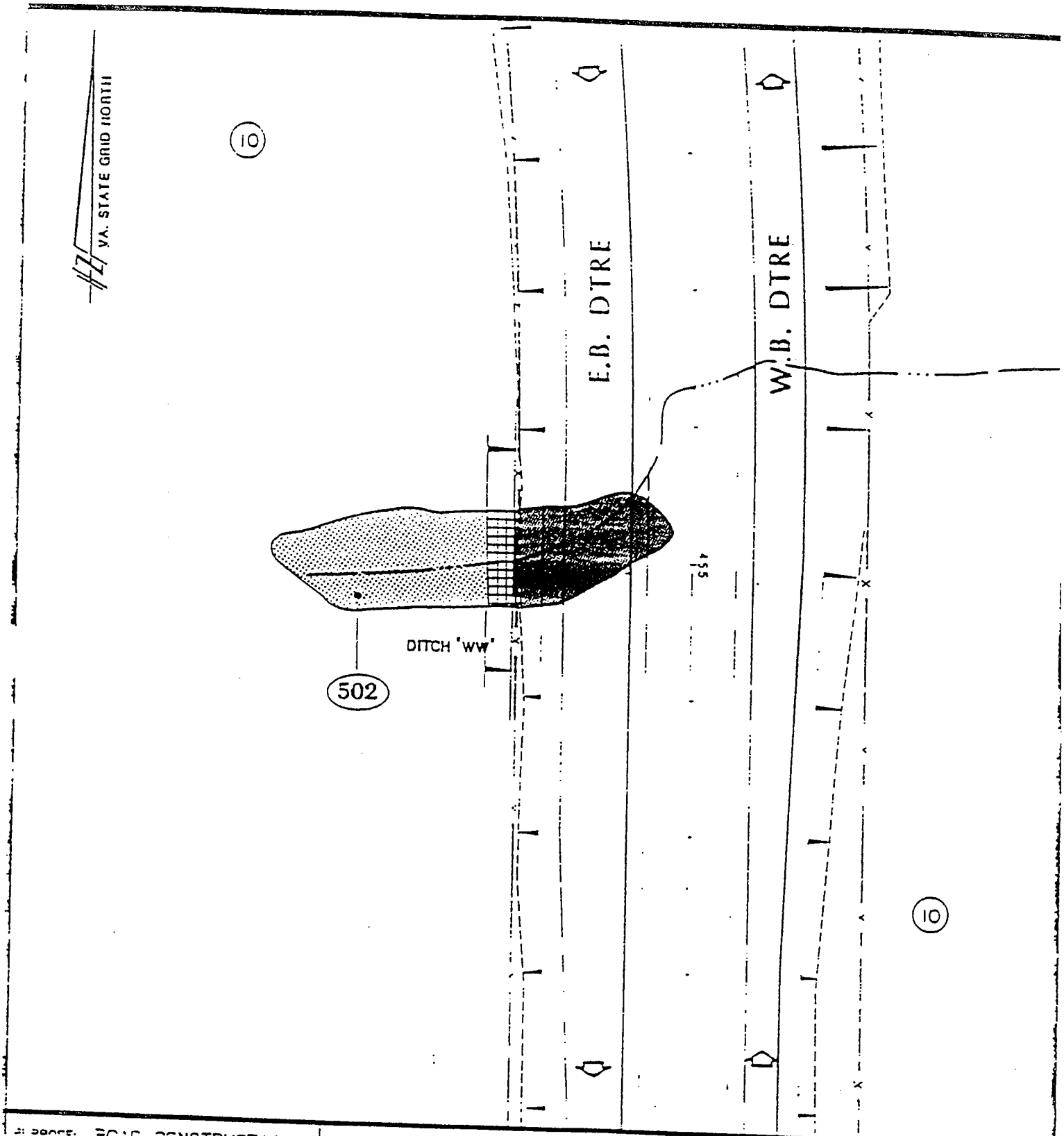
SCALE: 1" = 100'

DTRE CROSSING AT TRIBUTARY TO BEAVERDAM RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION OF VIRGINIA

SHEET 13A - 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

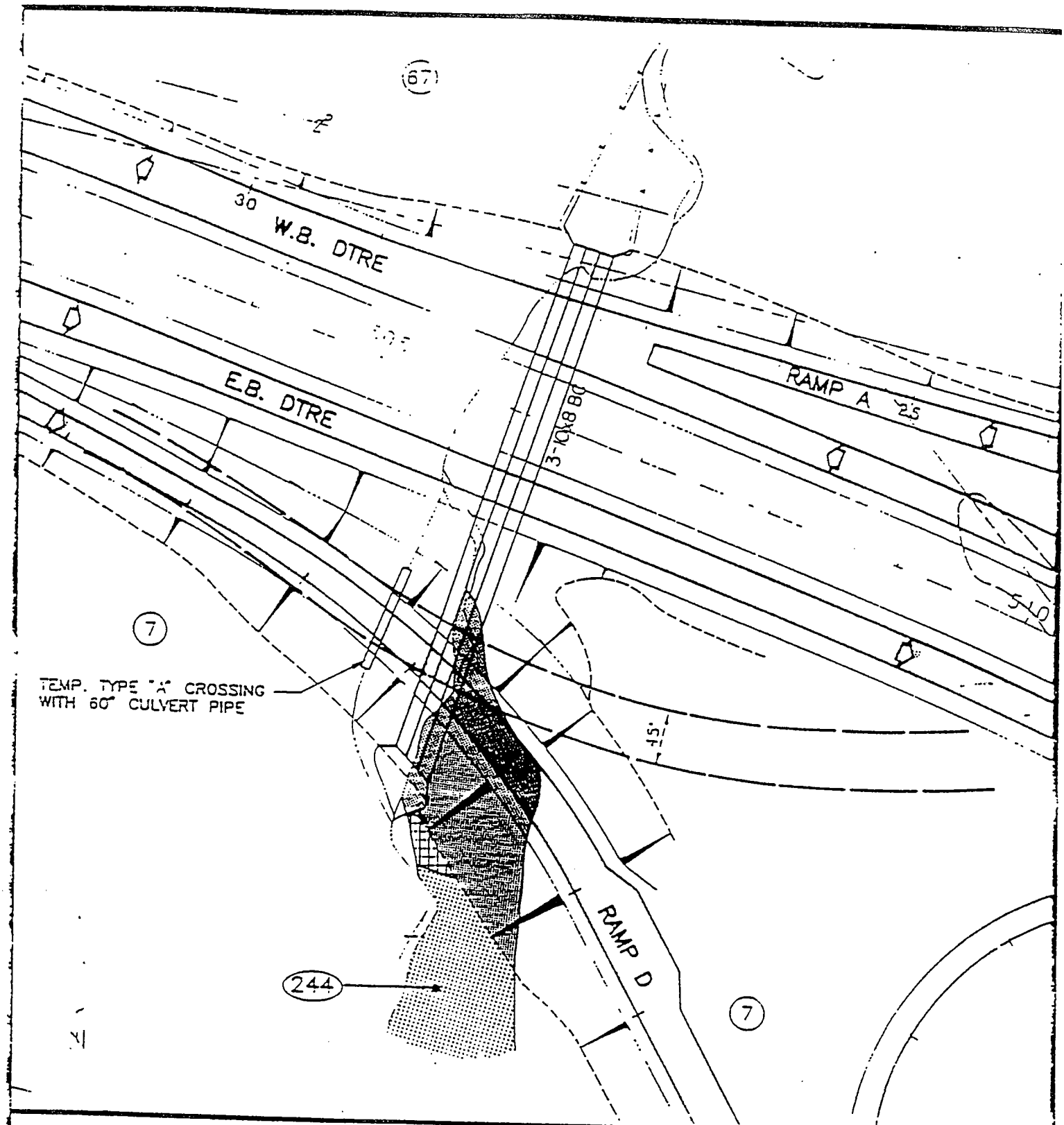
SCALE: 1" = 100'

DTRE CROSSING AT
TRIBUTARY TO
BEAVERDAM RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 15A OF 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

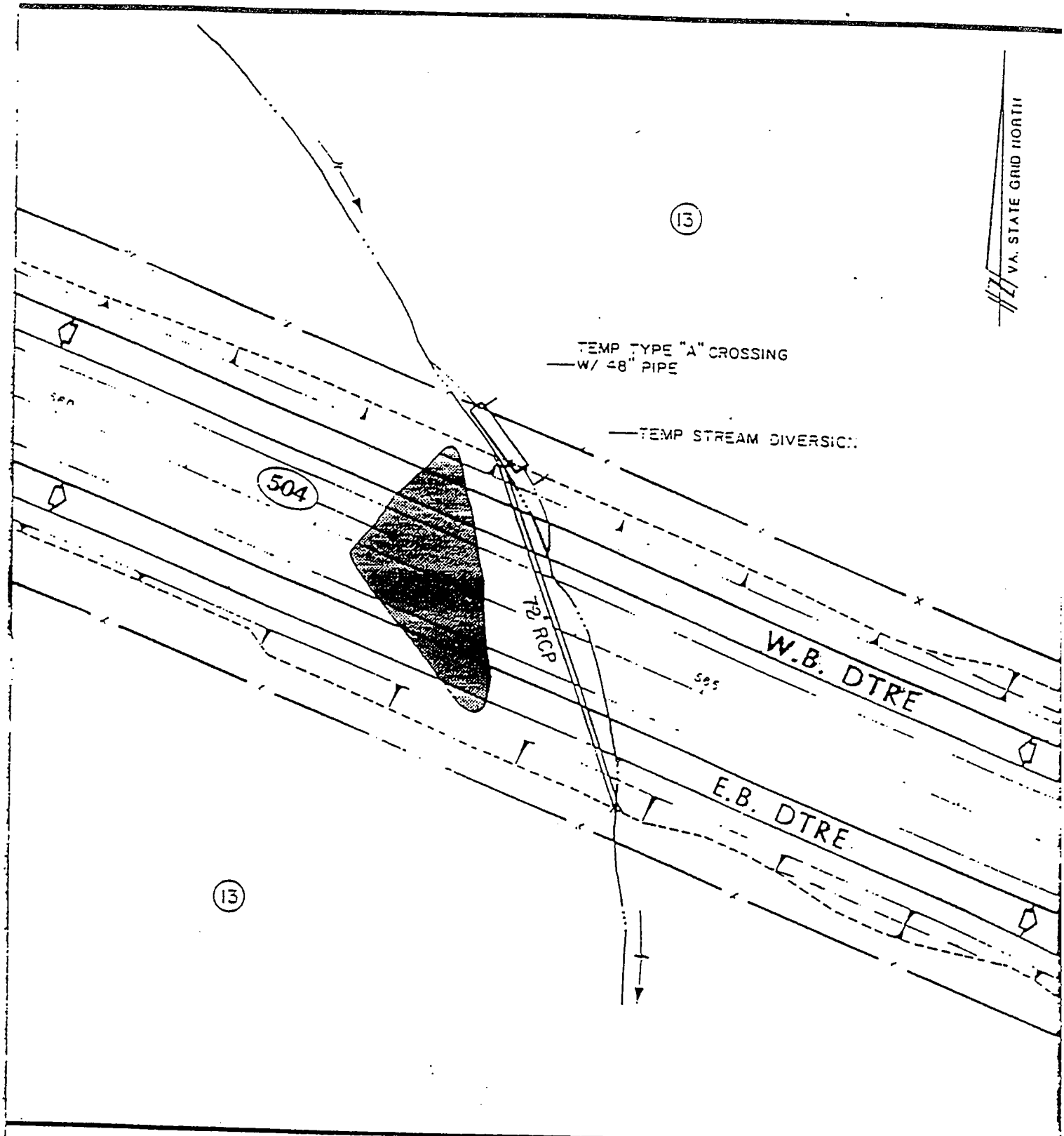
SCALE: 1" = 100'

DTRE CROSSING AT
BEAVERDAM RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 17A OF 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

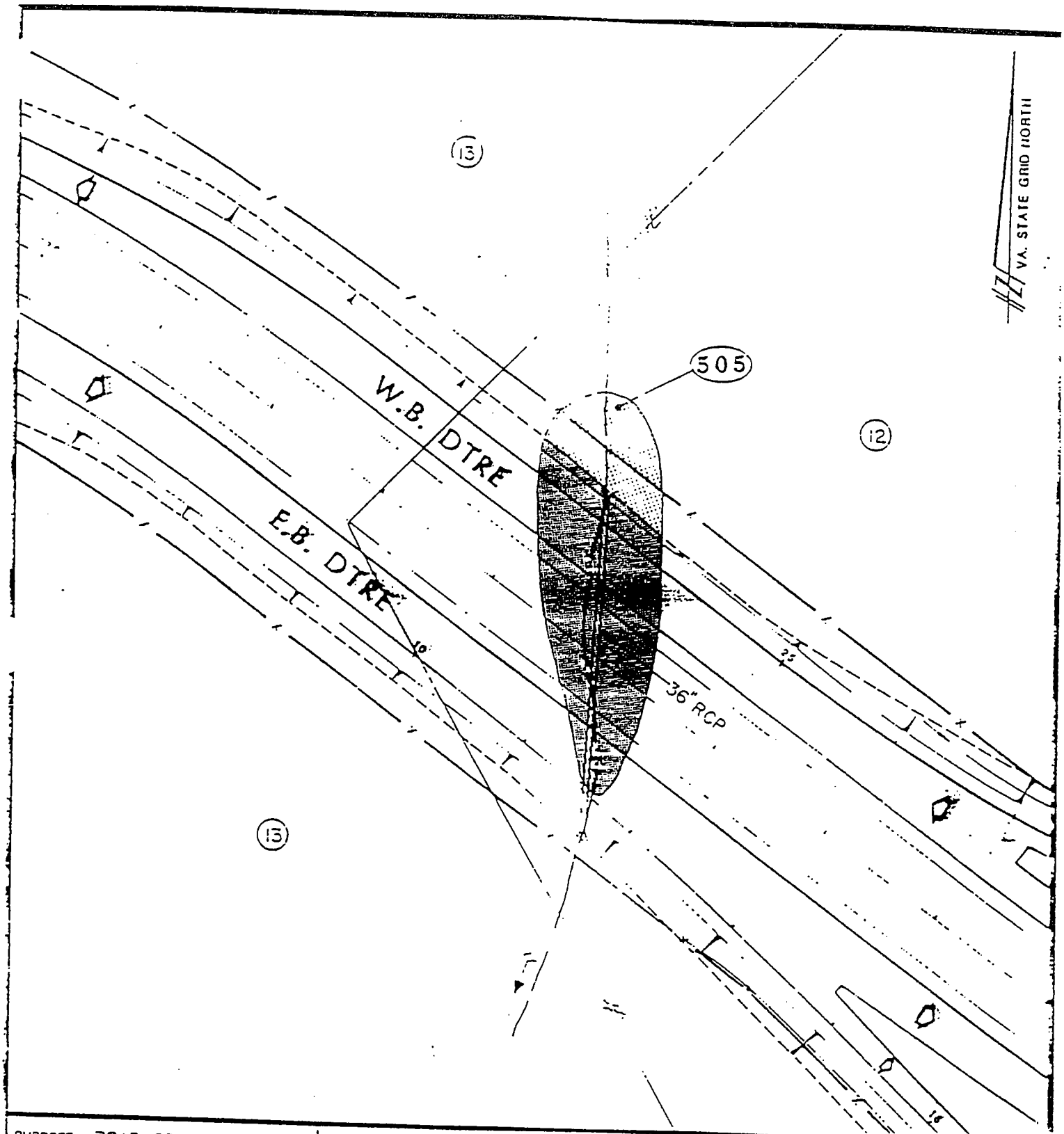
SCALE: 1" = 100'

DTRE CROSSING AT
TRIBUTARY TO
BROAD RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 19A OF 32 DATE 11/90



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:
SEE ATTACHMENT D

PLAN VIEW

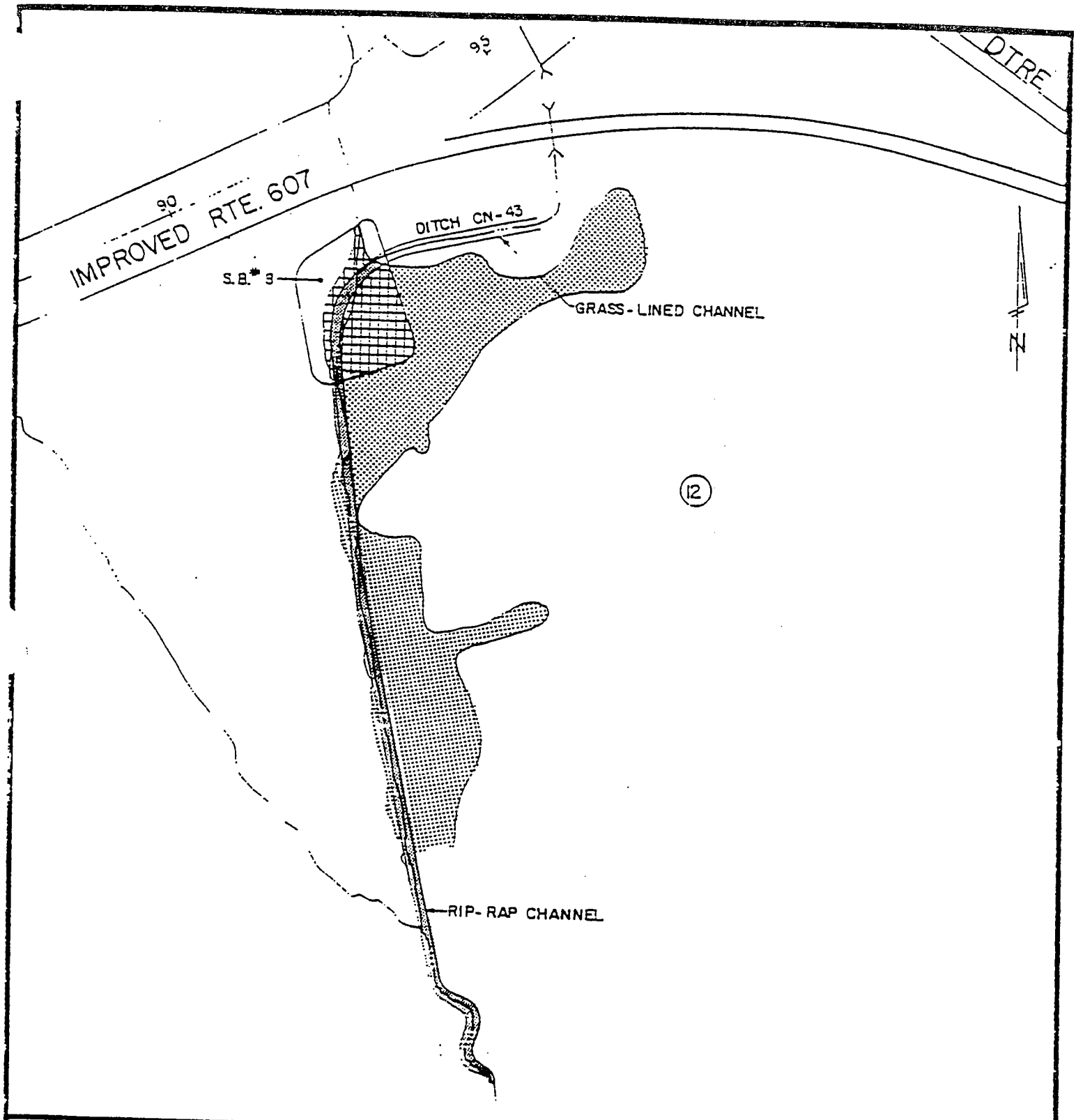
SCALE: 1" =

DTRE CROSSING AT
TRIBUTARY TO
BROAD RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 20A OF 32 DATE 11/90



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

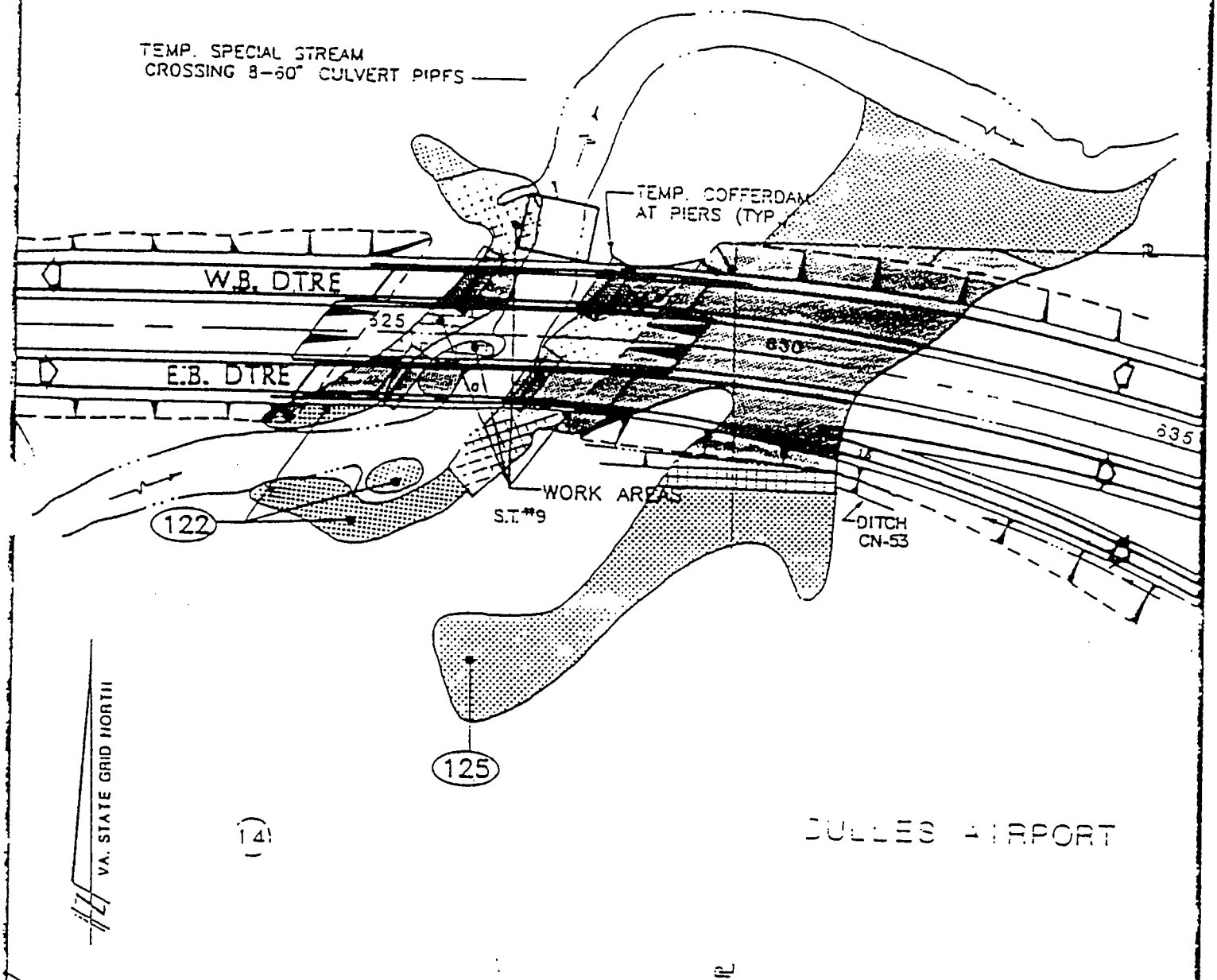
SCALE: 1" = 200'

DTRE CROSSING AT TRIBUTARY TO BROAD RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION OF VIRGINIA

SHEET 21D OF 32 DATE 05/92



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

SCALE: 1" = 200'

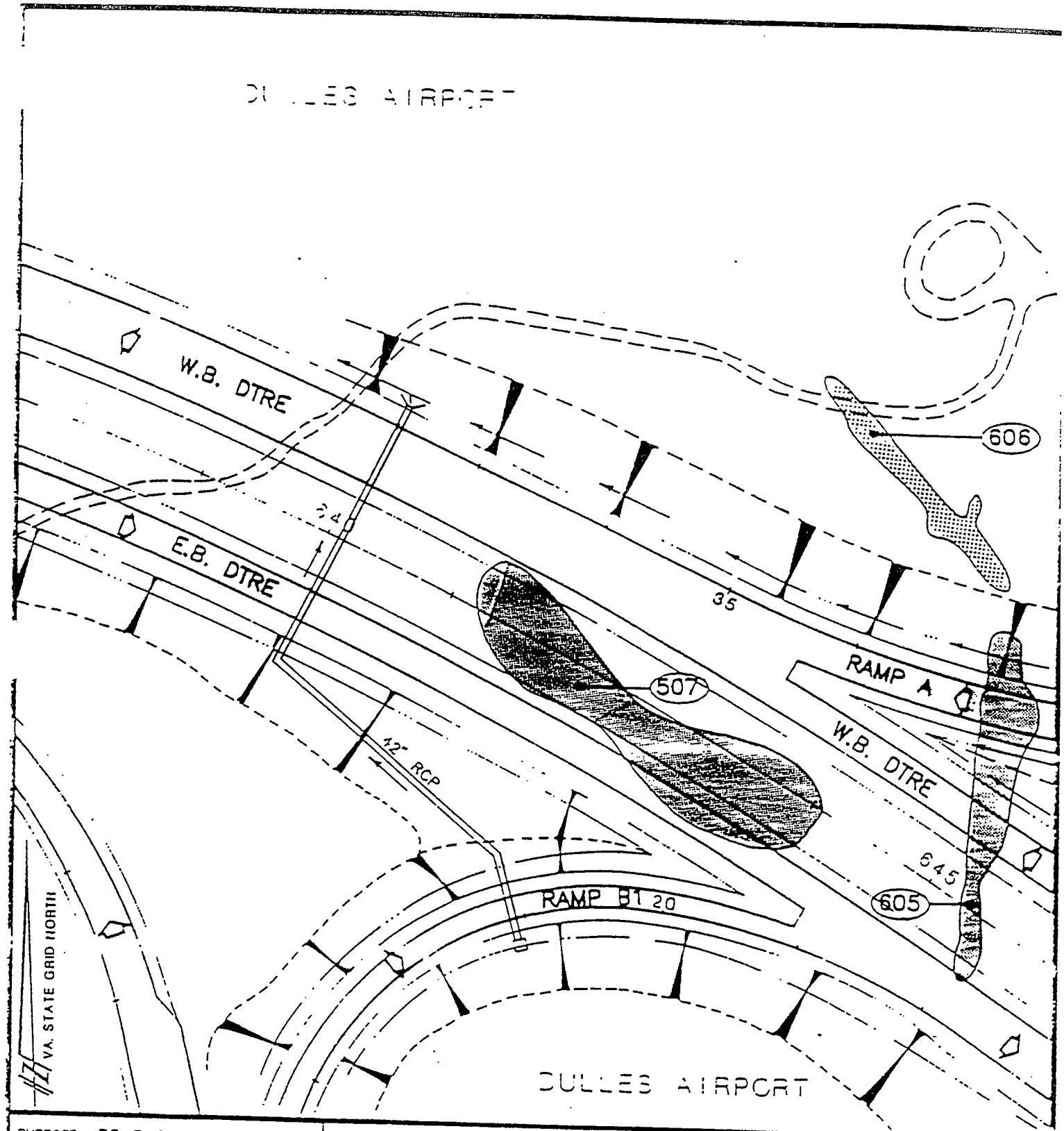
DTRE CROSSING AT

BROAD RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION OF VIRGINIA

SHEET 22A OF 32 DATE 05/92 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

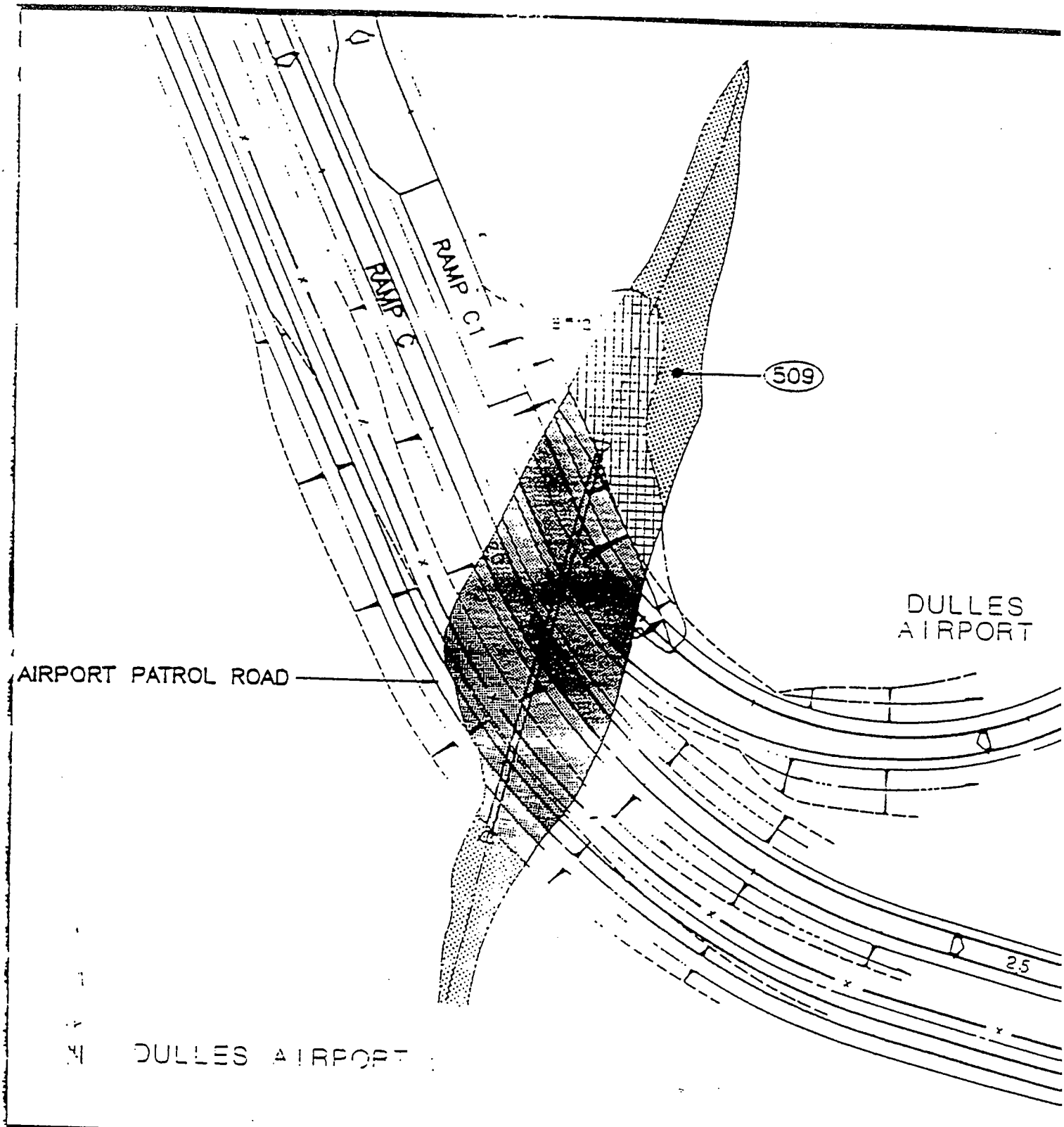
SCALE: 1" = 100'

DTRE CROSSING AT
TRIBUTARY TO
BROAD RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 23A OF 32 DATE 2/91 (REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

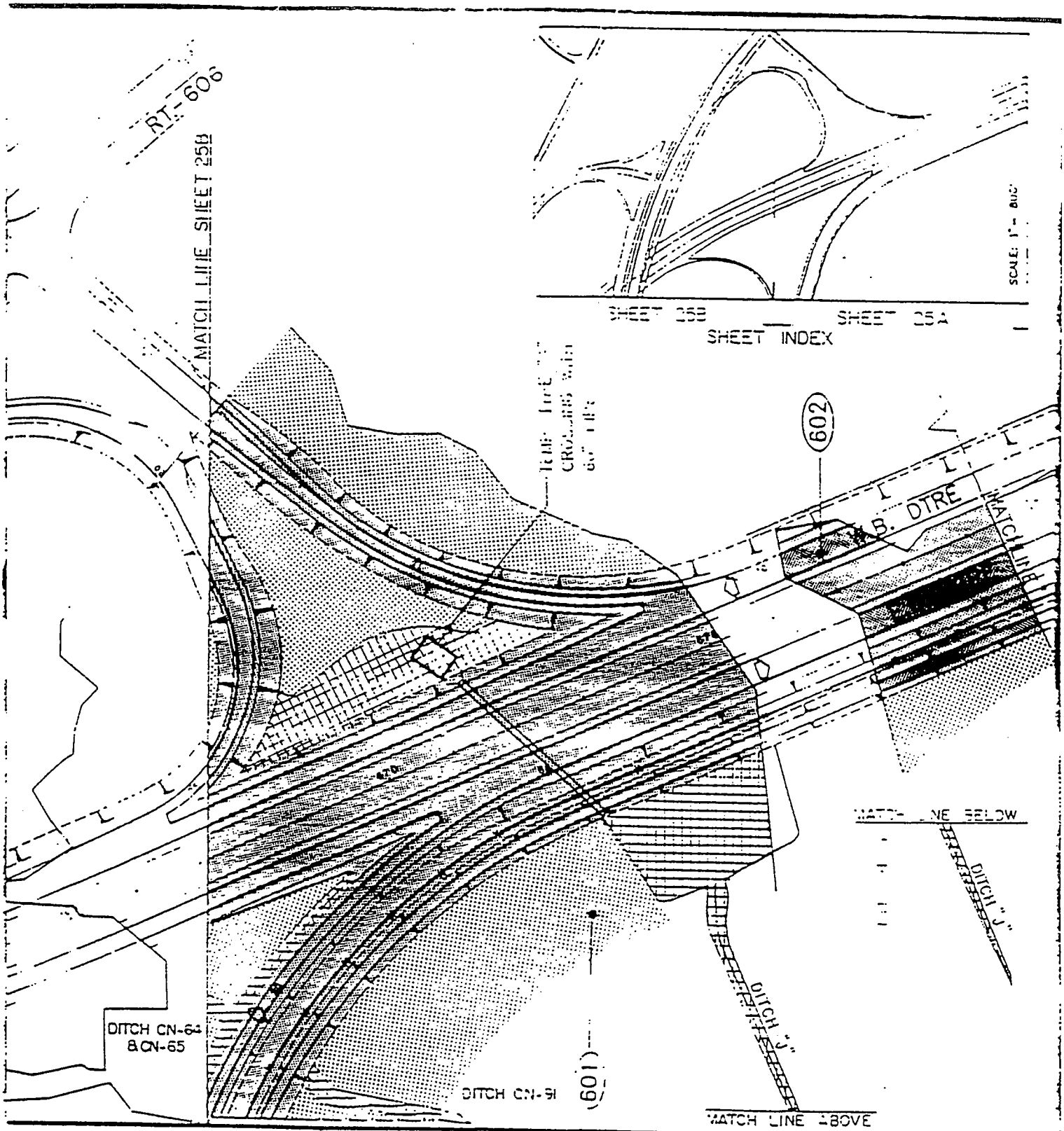
SCALE 1" = 100'

STRE CROSSING AT
UNNAMED TRIBUTARY TO
HORSEPEN RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION OF VIRGINIA

SHEET 24A OF 32 DATE 05/92 (REV)


RT-606
MATCH LINE SHEET 25B
SHEET 25B
SHEET 25A
SHEET INDEX
602
B. DTRE
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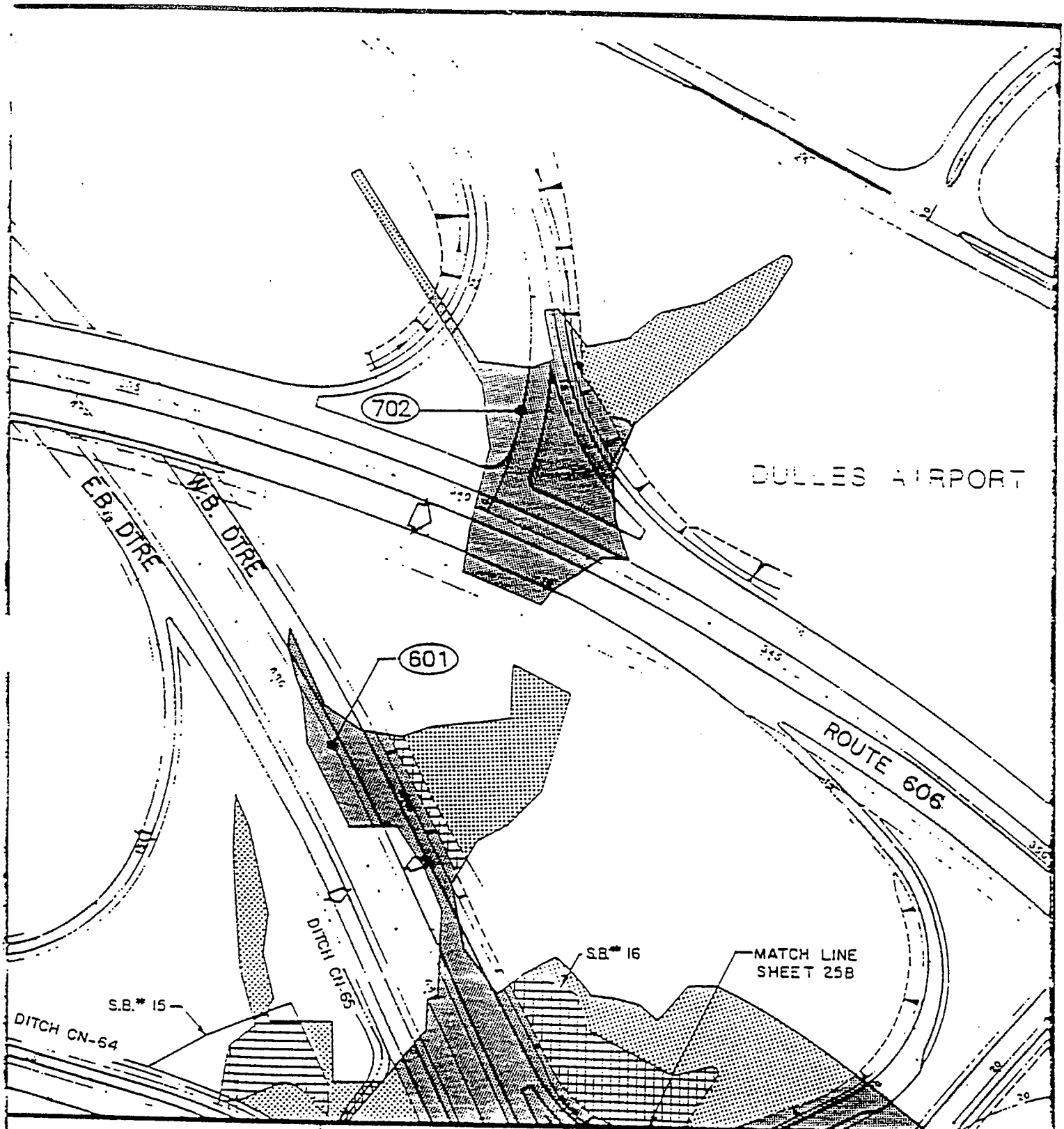
DITCH "J"
DITCH CN-64
& CN-65
DITCH CN-91
601
MATCH LINE ABOVE

PLAN VIEW



ROAD CONSTRUCTION

DATUM: NAD 983

SEE ATTACHMENT

PLAN VIEW

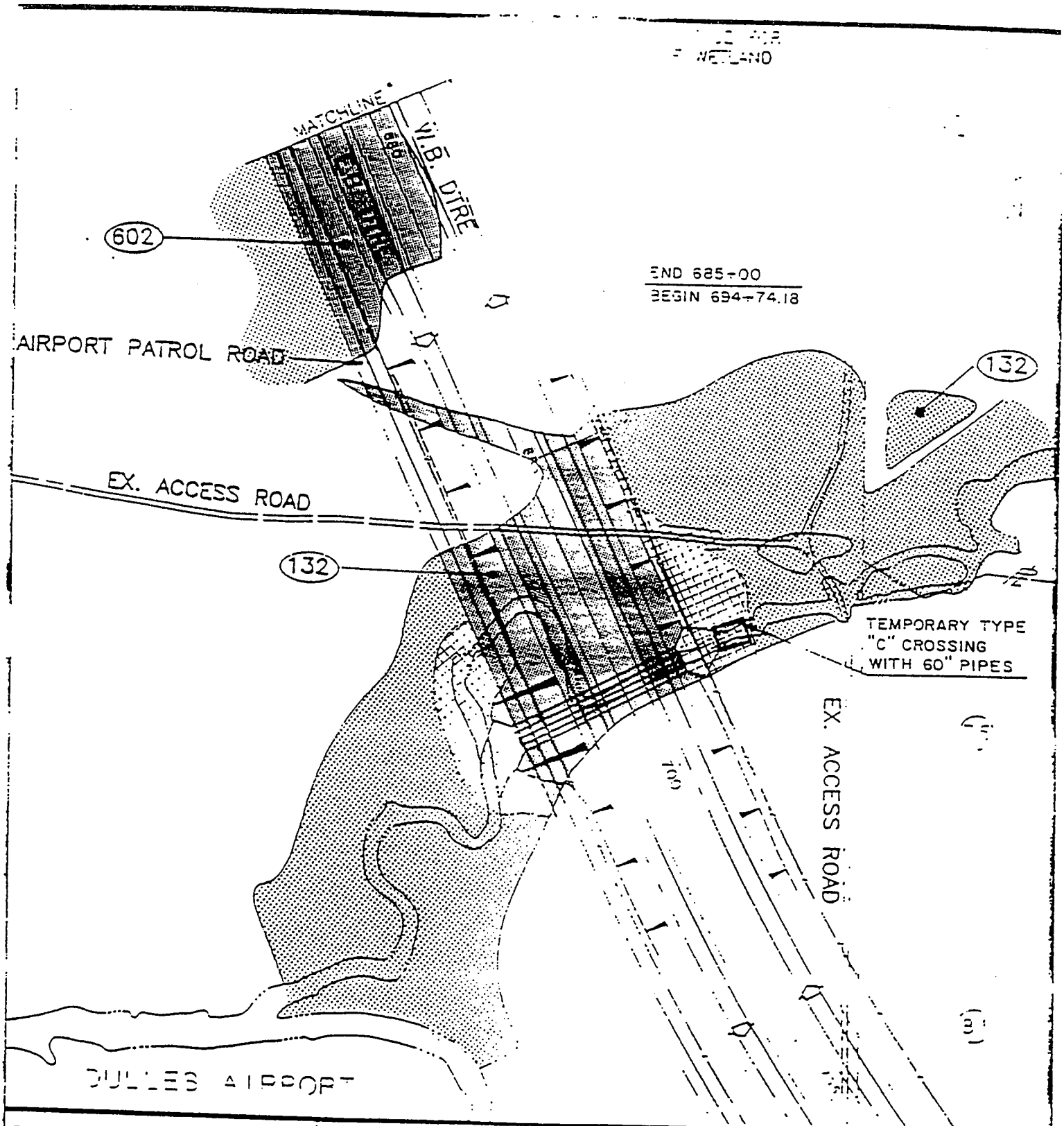
SCALE

DTRE CROSSING AT
TRIBUTARY TO
HORSEPEN RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 25B OF 32 DATE 05/92 REV



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

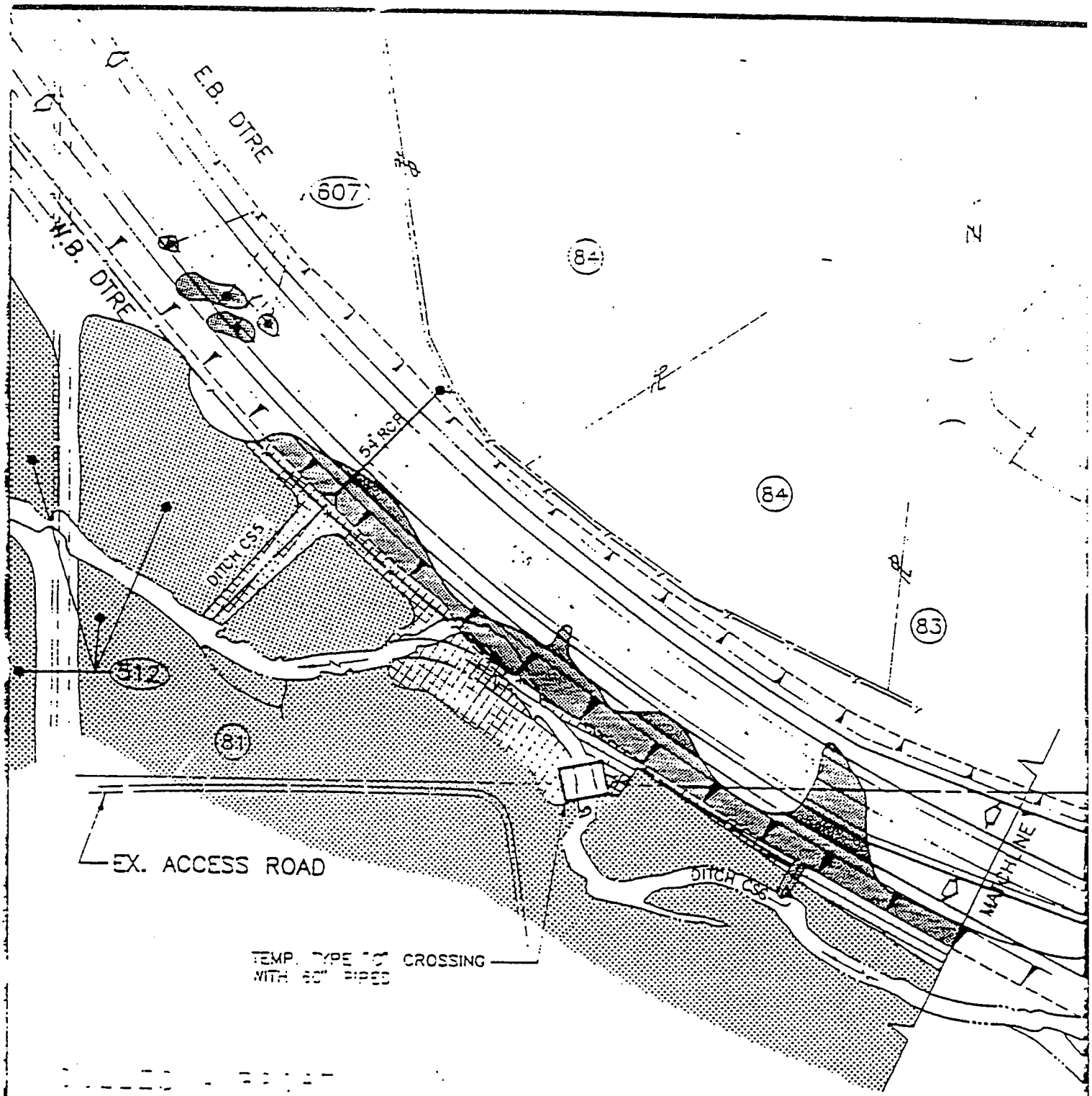
PLAN VIEW

DTPE CROSSING AT
ND AN CREEK

COUNTY LOUDOUN STATE VA

PREPARED BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 28A OF 32 DATE 05/92 (REV)



*SEE SHEET 28A OF 32 FOR CONTINUATION OF WETLAND DELINEATION.

PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

OWNERS: PROPERTY OWNERS

SEE ATTACHMENT D

PLAN VIEW

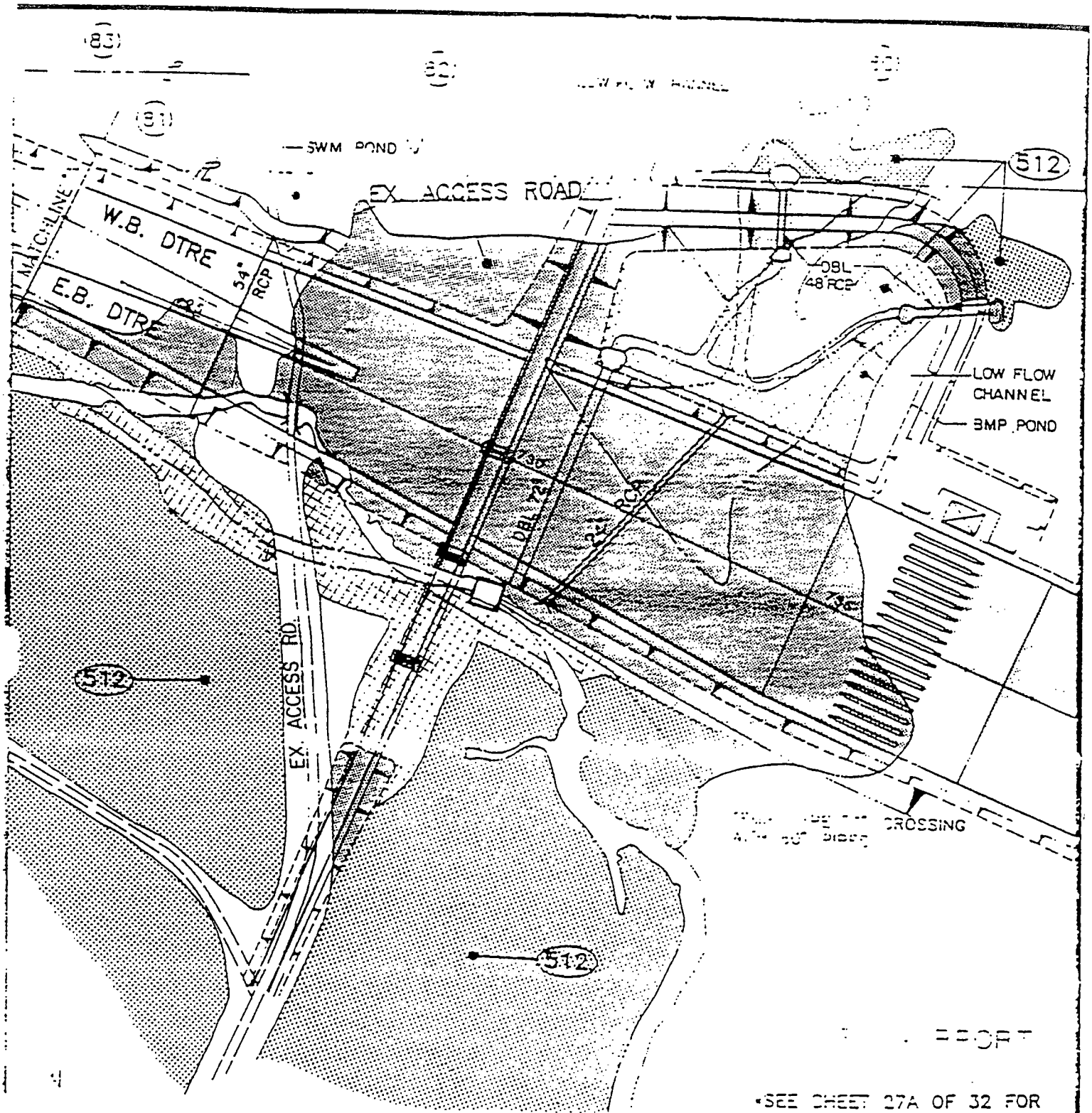
SCALE: 1" = 200'

DTRE CROSSING AT HORSEPEN RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION OF VIRGINIA

SHEET 27A OF 32 DATE 05/92 (REV)



*SEE SHEET 27A OF 32 FOR CONTINUATION OF WETLAND DELINEATION.

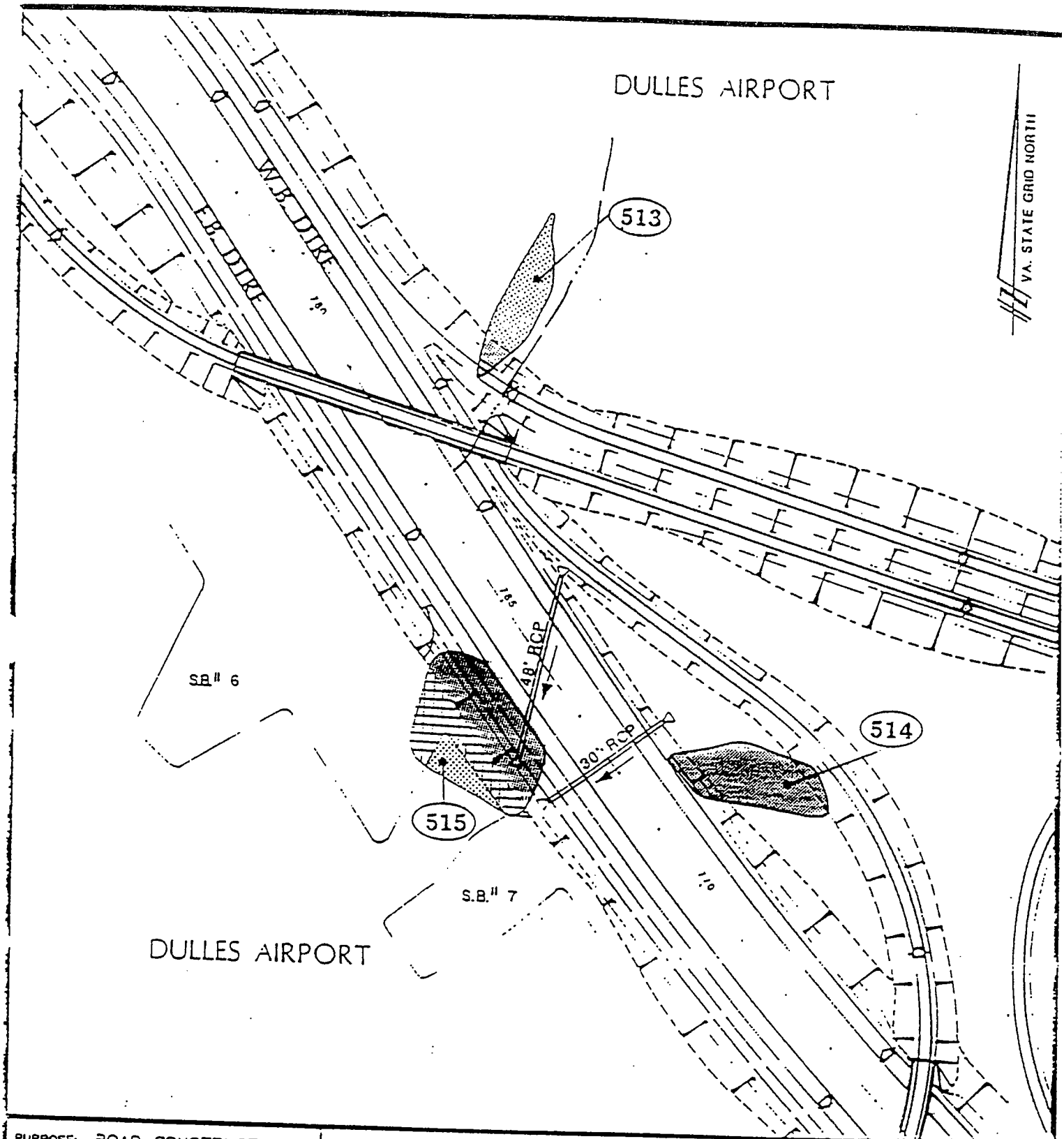
PLAN VIEW

SEE ATTACHMENT

RUN

ROAD CORPORATION OF VIRGINIA

REV



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:
SEE ATTACHMENT D

PLAN VIEW

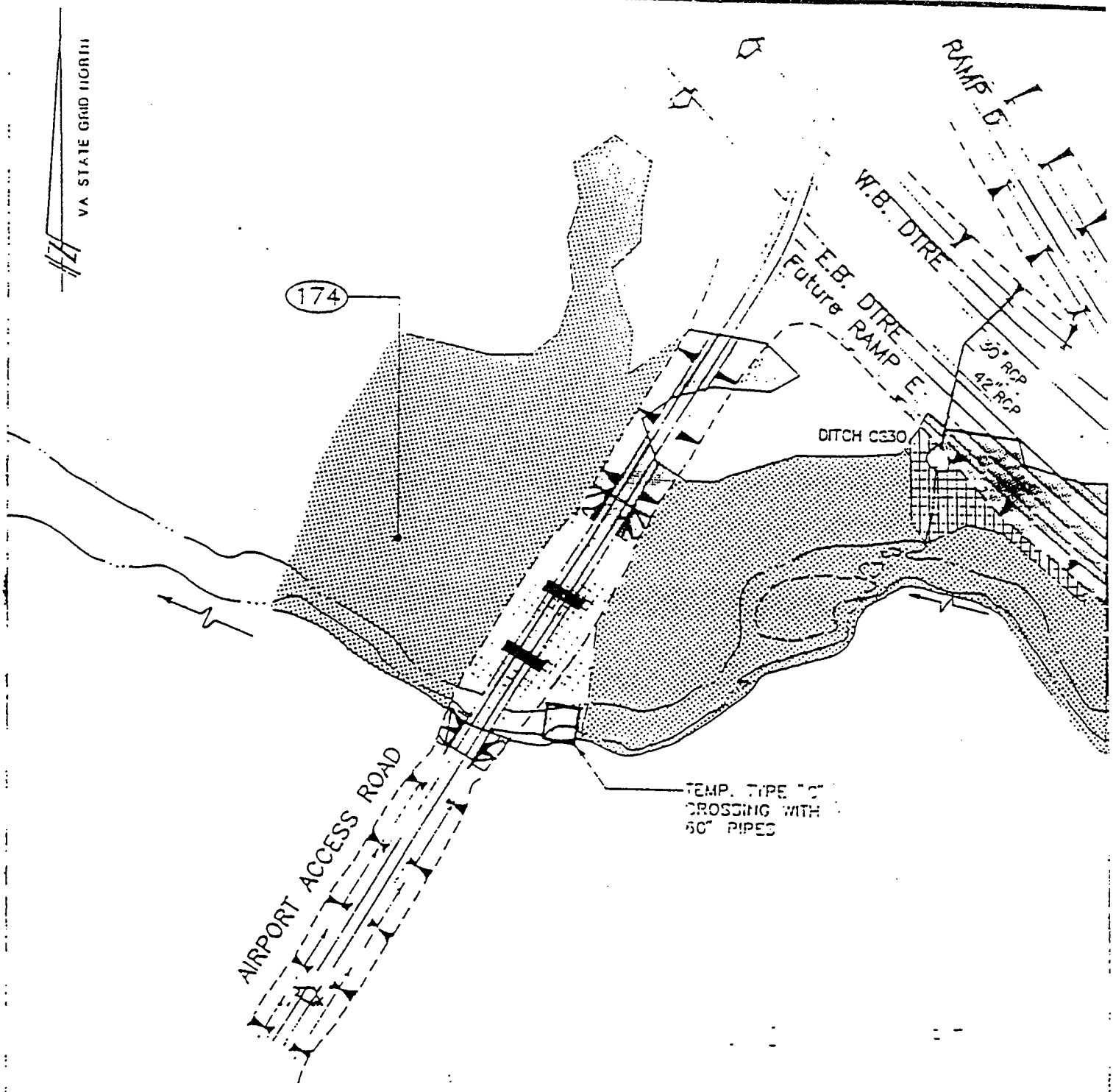
SCALE: 1" = 200'

DTRE CROSSING AT
TRIBUTARY
HORSEPEN RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

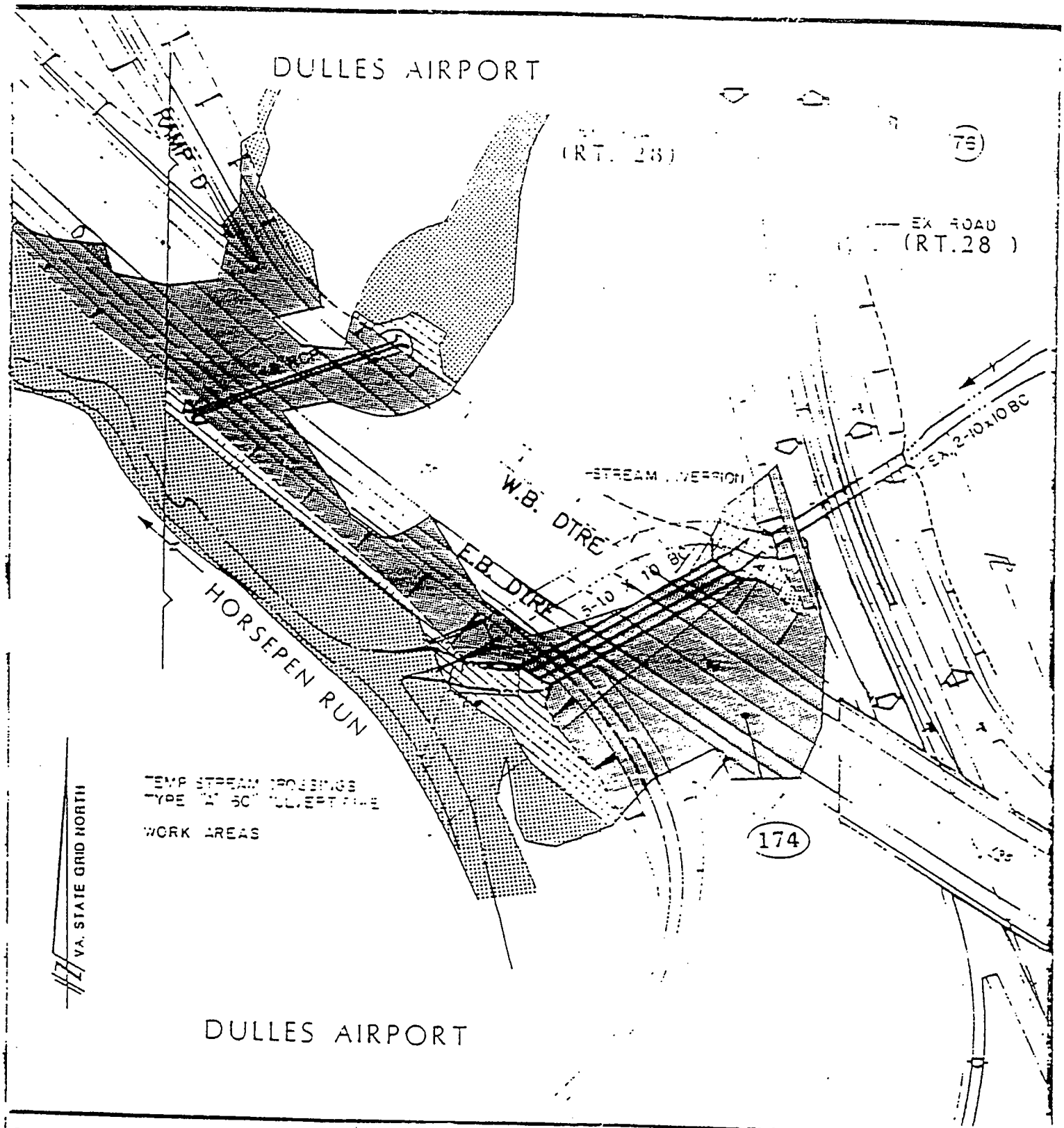
SHEET 29A OF 32 DATE 05/92 (REV)



PLAN VIEW

SEE ATTACHMENT 3

05/92



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

CURRENT PROPERTY OWNERS:

SEE ATTACHMENT D

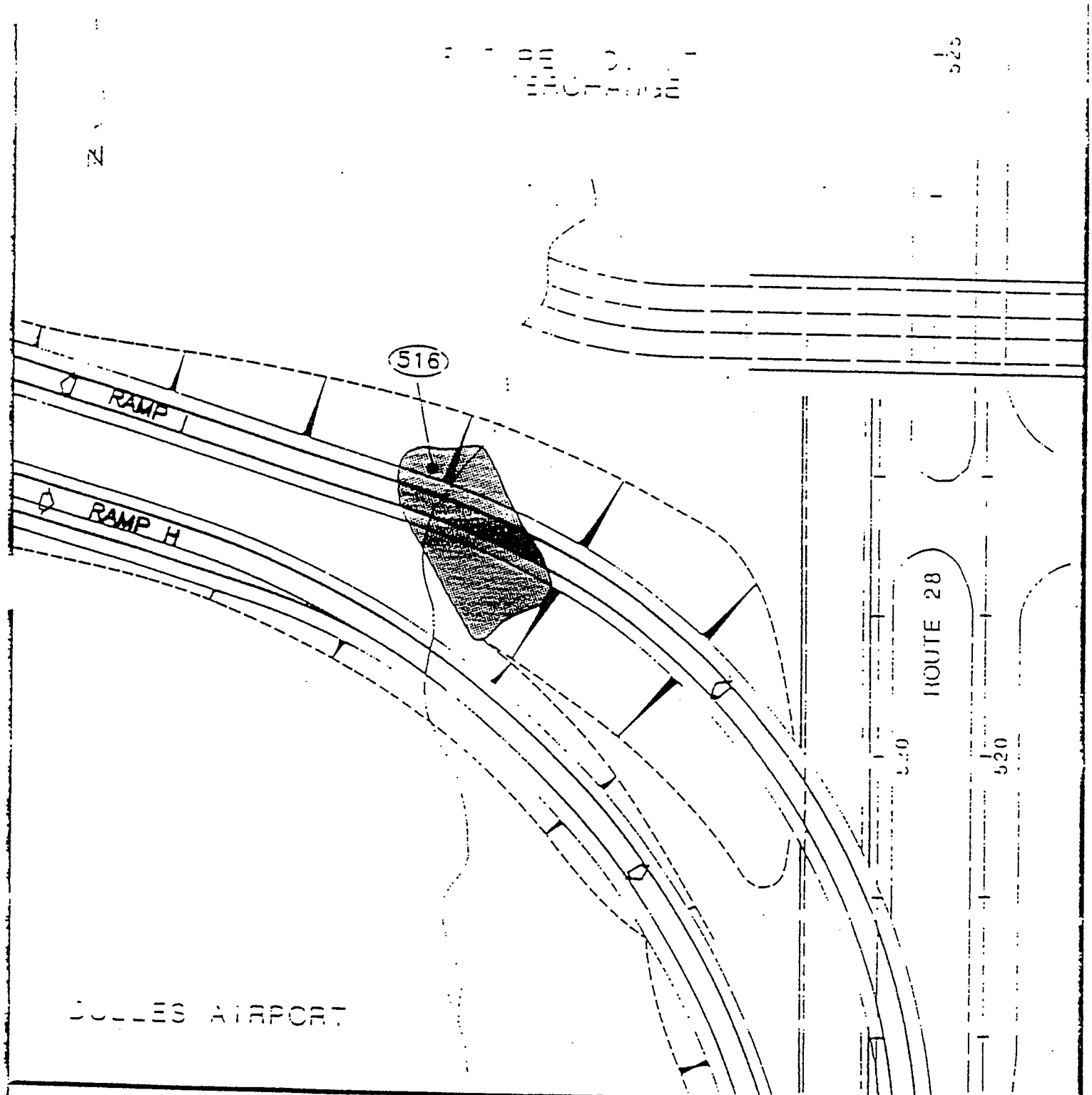
PLAN VIEW

TRE CROSSING AT
TRIBUTARY TO
HORSEPEN RUN

LOUDOUN STATE VA

TOLL ROAD CORPORATION
OF VIRGINIA

31A 32 DATE 05/92(REV)



PURPOSE: ROAD CONSTRUCTION

DATUM: NAD 1983

ADJACENT PROPERTY OWNERS:

SEE ATTACHMENT D

PLAN VIEW

SCALE: 1" = 100'

DTRE CROSSING AT
UNNAMED TRIBUTARY TO
HORSEPEN RUN

COUNTY OF LOUDOUN STATE VA

APPLICATION BY TOLL ROAD CORPORATION
OF VIRGINIA

SHEET 12A OF 32 DATE 2/91 (REV)

DEPARTMENT OF THE ARMY
NORFOLK DISTRICT, CORPS OF ENGINEERS
FORT NORFOLK, 803 FRONT STREET
NORFOLK, VIRGINIA 23510-1096

REPLY TO
ATTENTION OF

May 26, 1993

Eastern Virginia Regulatory Section
90-1855-15 (Broad Run and Goose Creek and tributaries)

Ms. Robin M. Cashion, Project Manager
Toll Road Corporation of Virginia
Environmental/Regulatory
109 Carpenter Drive, Suite 200
Sterling, Virginia 20164

Dear Ms. Cashion:

In accordance with your request of May 7, 1993, your Department of the Army Permit (Number 90-1855-15), issued on May 14, 1991, is hereby modified to allow for changes in the construction dates. Your project has been delayed one year, and you requested altering the required dates for completion of activities related to the construction of the compensation wetlands, in accordance with that delay.

As per your letter, your permit is modified to allow for the phased construction of wetland compensation sites B-5 North (Summer 1993) and B-5 South (Fall 1994). Piezometer monitoring of wetland compensation site B-5 South will be completed in the spring of 1994 with a compensation plan developed and implemented by the fall of 1994. All wetlands compensation will be completed no later than the fall of 1995 or concurrently with the completion of road construction.

All other conditions of the permit remain unchanged, including the requirement that you post a performance bond in the amount of $2.5 million conditioned on performance of required compensation as will be depicted in the final approved compensation plans. The performance bond must be received by this office prior to the commencement of any work in the permit areas.

Before you begin work, you should obtain all required state and local authorizations or modifications.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

FOR AND ON BEHALF OF THE DISTRICT ENGINEER, COLONEL ANDREW M. PERKINS, JR.:

Sincerely,

Nicholas L. Konchuba
Chief, Eastern Virginia
Regulatory Section

Copies Furnished:

Virginia Marine Resources Commission, Newport News
Department of Environmental Quality, Water Division, Richmond
Environmental Protection Agency, Philadelphia
National Marine Fisheries Service, Oxford
U. S. Fish and Wildlife Service, White Marsh

Appendix E

Quality Control Program

Appendix E to the Comprehensive Agreement

DULLES TOLL ROAD EXTENSION

Quality Assurance and Control Inspection Program

August 1993

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Guidelines for Writing Daily Inspection Reports E-24

FORMS

DD67-1	71790	Project Diary Form Pages 1 & 2
DD67-RFI	71790	Request for Information
DD67-NCR	71790	Non-Conformance Report
DD67-PDR	71790	Report of Pile Driving Record
DD67-CTR	71790	Field Report of Concrete Inspection
DD67-MDC	71790	Typical Moisture Density Curves
VDOT TL-125A	Rev.12-76	Work Sheet for One-Point Proctor
VDOT TL-125	Rev. 7-78	Report of Field Density (Unit Mass) of Soil
VDOT TL-124	Rev.12-76	Report of Nuclear Embankment Densities (Unit Masses)
VDOT TL-53	Rev. 1-88	Report of Nuclear Control Strip Roller Pattern
VDOT TL-54	Rev.12-76	Report of Nuclear Control Strip Field Density (Unit Mass)
VDOT TL-55	Rev.12-76	Report of Nuclear Test Section Field Density (Unit Mass)

A. INTRODUCTION

The Dulles Toll Road Extension (DTRE) is unique as regards the financial program and organizational structure being used for implementing the Project. This uniqueness extends into the construction phase, wherein a Construction Manager, Brown & Root (B&R), has committed to perform under a Firm Fixed Price (FFP) to construct the entire Project. It is B&R's intention to use multiple Subcontractors in addition to their own forces.

Dewberry & Davis (D&D), under contract to the Owner, the Toll Road Corporation of Virginia (TRCV), will be responsible for providing Quality Assurance and Control Inspection of the construction to ensure that the Project is completed in substantial conformance with the approved Drawings, Specifications and related documents. To supplement D&D's senior staff, inspectors from several Independent Materials Testing Agencies, also under contract to TRCV, will be utilized to ensure that an appropriate level of inspection coverage of the construction is maintained.

The Virginia Department of Transportation (VDOT) will provide inspectors to monitor D&D's, B&R's, and their Subcontractors' work in order to satisfy VDOT's obligations under the Comprehensive Agreement. The Corps of Engineers (COE), Loudoun County, Fairfax County, the Metropolitan Washington Airports Authority (MWAA), the Town of Leesburg, the Lenders, and the various utility companies affected by the DTRE may also furnish inspectors to review the construction to determine if their permit conditions and/or requirements are being observed.

VDOT Standards and Specifications, including the Project Supplemental Specifications specifically identified in the Comprehensive Agreement between VDOT and TRCV, will govern the construction of this Project.

VDOT Standards, Specifications, Construction Manuals and Testing Procedures which apply to this Project, in whole or in part, include:

1. 1991 VDOT Road & Bridge Specifications (Red Book) including Special Provision Copied Notes and Special Provisions for the 1991 Specifications through March 11, 1993.
2. VDOT Materials Division - Manual of Instructions
3. VDOT Materials Division - Virginia Test Methods Manual
4. 1990 VDOT Construction Manual
5. 1991 VDOT Instructional & Information Memoranda Manual
6. 1993 VDOT Road & Bridge Standards - Volumes 1 and 2
7. 1990 VDOT Virginia Work Area Protection Manual
8. Virginia Erosion and Sediment Control Field Manual

In using these documents, the term "Engineer" shall generally be interpreted as D&D.

To protect the interests of the Owner, the Lenders and VDOT, as specified in the Comprehensive Agreement, a Quality Assurance and Control Inspection Program (QA/CIP) must be implemented that addresses and defines responsibilities. This Program is defined on the following pages and reflects the unique relationships among the parties involved in this Project.

B. ORGANIZATION AND RESPONSIBILITIES

D&D will be responsible for monitoring the construction activities to ensure adherence to the QA/CIP and to provide the necessary documentation and coordination of all engineering, inspection and testing in regards to the quality of construction. TRCV will monitor and coordinate with D&D in regards to the QA/CIP activities and will be responsible to coordinate all other issues with personnel from B&R and their Subcontractors, VDOT, Loudoun and Fairfax Counties, the Town of Leesburg, MWAA, COE and representatives from the various utility companies, as well as the Lenders and landowners affected by this Project. The organizational structure for the QA/CIP with key staff members for this Project is shown in Figure 1. This figure shows a proposed organizational structure. Actual QA/CIP manpower requirements will be determined by the level of construction activity generated by B&R and their Subcontractors.

- Have access to all Project inspection documentation
- Review failed material tests with TRCV and the PRE
- Coordinate all discrepancies and safety concerns with TRCV, B&R and the PRE
- Provide overview inspection of off-site asphalt and concrete plants furnishing VDOT approved materials
- Monitor traffic control devices and traffic safety

Construction activities will be occurring along all Segments of the Project simultaneously in addition to the various offsite plants that will be providing materials to be used in the DTRE construction. The geographical location of the various construction segments is shown on Attachment A. The Independent Materials Testing Agencies will furnish technicians, equipment and facilities to perform laboratory tests of fabricated and non-fabricated materials used in the construction of this Project. The coordination of all material testing and certification is key to the orderly and successful completion of the DTRE. D&D will provide a materials coordinator who will be responsible for ensuring proper coverage and documentation of material certification. All D&D staff and Independent Materials Testing Agencies' staff performing inspections of hydraulic cement concrete, asphalt cement pavement, central mix aggregate and soils compaction shall be VDOT certified. Troxler certification is an acceptable alternative for nuclear density inspection of compacted soils.

D&D will provide Segment Engineers (SE) to be responsible for the implementation of the approved QA/CIP by providing the expertise and effort to monitor, supervise, and coordinate the construction inspection and testing program for the Segment of the DTRE to which they are assigned. The SE's shall also assist TRCV's SPM's in obtaining answers to requests for information from B&R or their Subcontractors and will see that comprehensive records of testing and quality certifications for all bridge, roadway, and toll facility construction work within their assigned Segment of the DTRE are assembled and maintained.

D&D's Senior Inspectors (SI) will assist in the coordination of the QA/CIP and will be responsible for monitoring, testing and reviewing the testing by others of B&R's and/or their Subcontractor's construction activities.

D&D's personnel will maintain daily logs of all construction activities and will perform the following to establish conformance with plans and specifications:

- Review material test results
- Coordinate inspection of bearing material for spread footing foundations between D&D, VDOT, and Law Engineering
- Check formwork and reinforcing bar placement for concrete structures
- Monitor structural steel placement
- Monitor concrete curing procedures
- Inspect bridge deck screed machines, including operation and depth of slab settings
- Monitor deck pours
- Review maintenance and protection of installed traffic control devices. Primary responsibility for review of traffic control devices and detouring of traffic will be VDOT's who will coordinate directly with B&R and TRCV with D&D being involved to the extent appropriate
- Inspect erosion and siltation control devices and coordinate stormwater management related matters

D&D's SE's and SI's will coordinate, monitor and review the following testing activities to be performed by inspectors from Independent Materials Testing Agencies to establish conformance with the plans and specifications. D&D's personnel may also perform the following tasks when the level of construction activity permits:

- Compaction testing of engineered fills including embankment, backfills, and pipe trenches

- On-site concrete testing consisting of slump, air, temperature, and the making of concrete test cylinders
- Compaction testing of base courses and asphalt pavement
- Continuous inspection of utility installations within DTRE Right-of-Way
- Blow count recordation for driving of piles
- Witnessing pressure and leak tests performed by the Subcontractor
- Field bolt torque inspection
- Checking of structural steel field-coat paint thicknesses

The Materials Coordinator will coordinate and receive all test results and reports for the following services from the off-site laboratories and plant inspectors:

- Laboratory testing of soil samples
- Laboratory testing of concrete cylinders
- Shop inspection of fabricated structural steel
- Monitoring of concrete, asphalt, and crusher plants
- Certifications from F.O.B. jobsite provided materials

As noted previously, supplemental inspectors from Independent Materials Agencies, under contract to TRCV, will be used during peak construction periods to assist the core inspection staff furnished by D&D. Attachment B illustrates the expected level of Independent inspector assistance based upon a September 15, 1993 start. As noted previously, actual number of inspectors will depend on the level of activity generated by B&R and their Subcontractors. Alternative start dates may require adjustments to these levels depending upon B&R's schedule.

The Dulles Toll Road Extension
CONSTRUCTION INSPECTION
Dewberry & Davis Quality Assurance and Inspection Staff

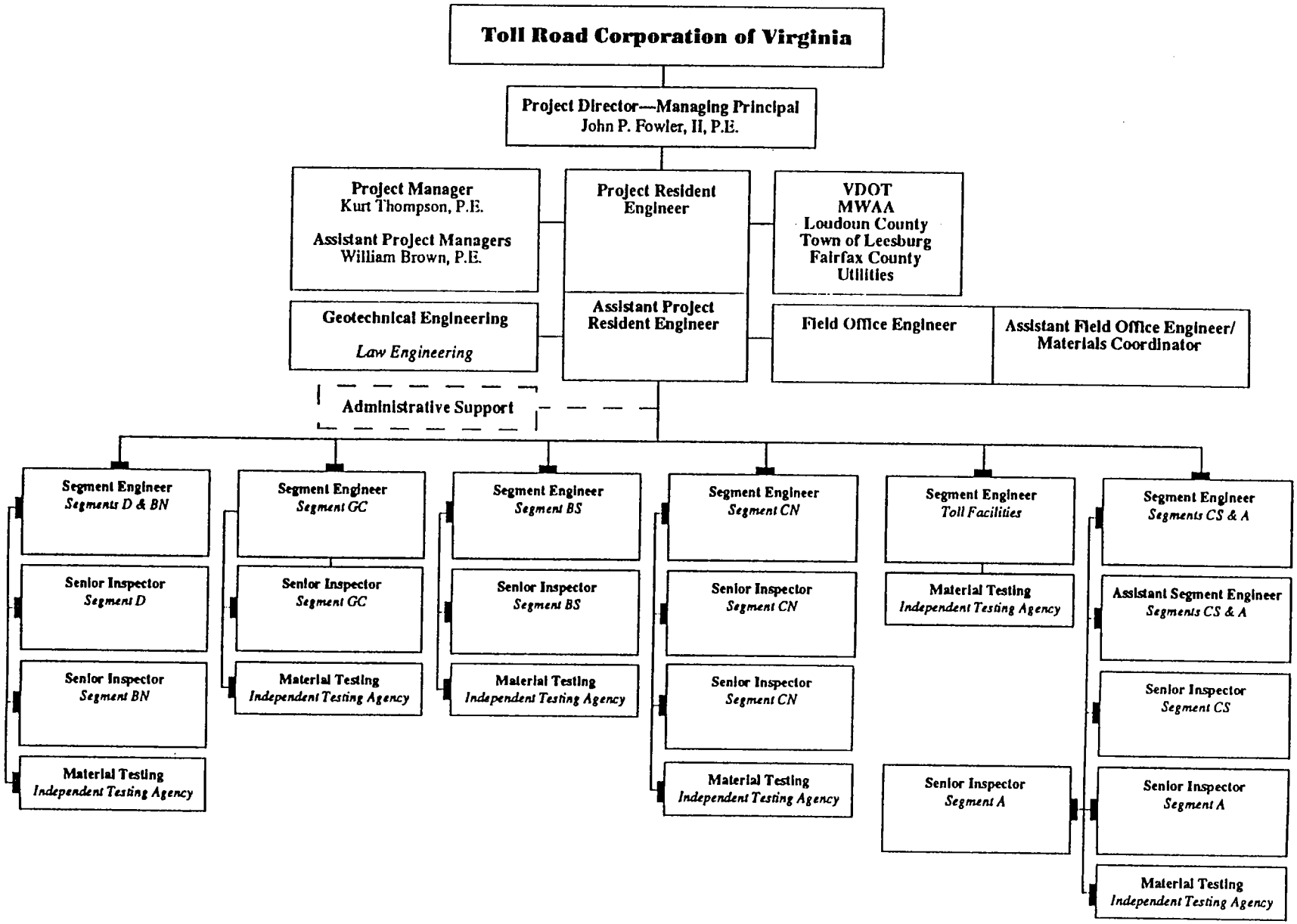
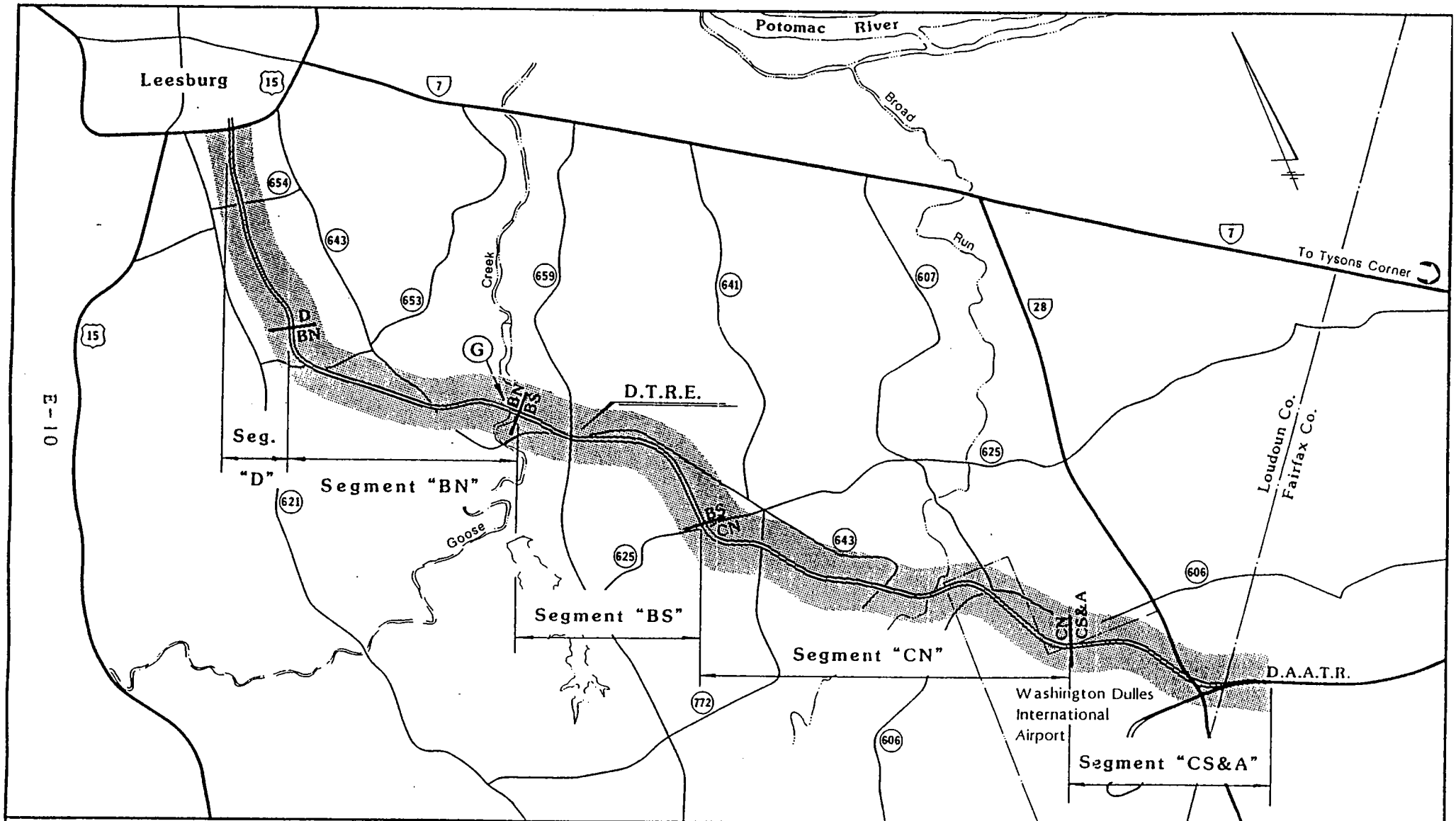


Figure 1



Attachment "A"

Toll Road Corporation
Of Virginia

7 East Market Street
Leesburg, Virginia 22075

T.R.C.V.

Dulles Toll Road Extension

Segment Locations

Scale: 1" - 5000'

C. INSPECTION AND ADMINISTRATION

1. INSPECTION PROGRAM

a. General

The QA/CIP is designed to provide for the control of the work, the control of materials furnished to the Project site, and the control of the installation of the materials. All inspections shall either be performed by or at the direction of the D&D Quality Assurance Team. D&D's staff will determine whether the materials and work are in compliance with the approved drawings, specifications, and applicable VDOT standards as outlined in the Comprehensive Agreement.

b. Control Testing

All control testing will be performed by D&D staff or by inspectors from an approved Independent Materials Testing Agency. Inspection activity will be scheduled and coordinated by D&D's Quality Assurance Team which will coordinate with TRCV's SPM's to keep them apprised of QA/CIP personnel requirements. The SE and support staff shall:

1. Provide scheduling and coordination of all testing and retesting. Ensure that sufficient quantity and quality of testing is performed to obtain normal VDOT approval
2. Receive and check contractor's material certifications and samples for conformance
3. Inspect delivered materials and equipment
4. Inspect work in progress and in place
5. Witness field testing of construction materials
6. Make control tests when the methods or equipment of the testing agency seem to be in error
7. Verify that the results of tests conform to contract requirements
8. Immediately notify B&R or their Subcontractor if materials or workmanship do not comply with the specifications. TRCV and B&R will be notified in writing when these deficiencies are not corrected in a timely and appropriate manner.

c. Reporting

All inspection requirements will be documented in writing using the report forms included in Appendix A.

Complete and accurate reports of all Quality Control Tests will be maintained by the PRE through the materials coordinator. Among the items to be shown on the reports are:

1. Description of work
2. Type of test and specification reference
3. Agency and Inspector performing the test and location, time, date and equipment used
4. Sample source and date secured
5. Results of tests
6. Recommendation as to acceptance or rejection
7. Signature of responsible person controlling the testing work. (SE, SI).
8. Approval or rejection by the PRE

d. Scheduling and Coordination

B&R will conduct weekly construction job meetings with the Subcontractors and field superintendents (see following tentative program) to discuss safety, schedule, and outstanding issues. The PRE, along with necessary representatives of the Quality Assurance Team, will be in attendance at these meetings. B&R will be responsible for maintaining the master schedule for this Project utilizing an appropriate scheduling software. Input from the Subcontractors and field superintendents will be coordinated by B&R. B&R will develop 3 month and 2 week schedules from the overall Project schedule so that the PRE can coordinate the staffing levels required of the Independent Materials Testing Agencies. Each SE will evaluate these requirements from B&R's schedule and advise the PRE as to the location, time, and number of personnel required along with the type of testing services required.

e. Job Meetings

The following is B&R's tentative schedule for construction job meetings:

1. **Monday** - 8:00 am safety meeting with B&R employees
2. **Thursday** - Scheduling meeting, PRE and VDOT will attend as participants
3. **Friday** - Weekly meeting with TRCV and PRE
4. **Noon** - Meeting everyday with TRCV and B&R supervisory personnel

D&D will schedule and conduct the following construction job meetings:

1. **Monday** - 8:00 am safety meeting with D&D staff
2. **Friday** - PRE will schedule and conduct progress job meetings with TRCV's SPM's, SE's, SI's, Independent Material Testing Agency Representatives. Schedules and manpower requirements for the following week will be discussed.

PRE will attend schedule, safety, and TRCV Project meetings to coordinate and disseminate information to the QA/CIP Team.

f. Progress of Work

If required for the administration of the Project, TRCV or B&R may make a Video Cassette Recording or take photographs showing the progression of construction. Each recording or photograph will show the date and time. The tapes and photographs made by TRCV and/or B&R will be for their use in reviewing Project status for the administration of contract payments or resolving landowner issues.

2. ADMINISTRATIVE FUNCTIONS

a. Progress Payment Verification

B&R will be responsible for preparing monthly progress payment requisitions including those portions related to the work of their Subcontractors. TRCV is responsible for invoice/requisition processing. A monthly meeting will be conducted to review and finalize the payment requisition. Before this monthly meeting, B&R must submit an invoice, including substantiation of material deliveries, so that an agreement on the validity of the invoice can be reached at the meeting. D&D's review and verification for payment requisition will be confined to general status of the Project and validation of acceptable quality of the work for which payment is requested. Any verification of percent complete or quantity measurements for the purpose of payment requests are to be performed by B&R with approval by TRCV's SPM.

b. Working Drawings

All Subcontractor working drawings to be reviewed by D&D shall be submitted through B&R. In addition, all communication between B&R's Subcontractor and D&D, with respect to the working drawings, shall be channelled through B&R.

Working drawings shall not incorporate any changes from the requirements of the Contract Plans, Specifications and Special Provisions unless such changes are specifically denoted, together with justification, and are accepted in writing by D&D. All working drawings and submittals shall be identified by the complete Project and job designation numbers, and items or component materials shall be identified by the specific Contract item number and the Specification reference indicated in the Contract.

Either B&R or their Subcontractor may authorize, in writing, the fabricator to act for them in matters relating to working drawings, and this authorization will have the force and affect of any other representative of their organization.

TRCV and VDOT, will make a final determination as to whether the work can be accepted. In the event that it is accepted, the PRE will document the basis of acceptance. B&R and TRCV will be responsible for any decisions as to an appropriate adjustment in the Contract price or other specific requirements or adjustments that are appropriate.

TRCV shall have the sole authority to suspend the work, wholly or in part, by written order for such period as they deem necessary because of any condition considered by them to be unfavorable for the suitable prosecution of the work or failure on the part of B&R or their Subcontractor to perform any provision of the Contract. Suspension of work ordered by TRCV may occur as a result of receiving an NCR recommending suspension of the work. An NCR recommending suspension of work can be initiated by any of the parties noted above but must be furnished to the PRE for coordination and concurrence within 24 hours of discovery.

d. As-Built Documentation

An independent survey contractor will be engaged by TRCV to do the as-built survey of the DTRE. B&R and/or their Subcontractors shall prepare and furnish red-lined prints of Contract drawings to the SE showing significant as-built conditions that would not otherwise be covered by the as-built survey. All as-built shop drawings, catalog cuts and diagrams, and other information prepared by B&R, their Subcontractors, suppliers and manufacturers, that are necessary to properly maintain the accepted facility, are to be furnished to the PRE. To control the documentation of the changes made, the PRE shall, on a daily basis, maintain at a central location a complete set of contract full size drawings to reflect "AS-BUILT" conditions with changes marked in green pencil.

e. Interpretations and Requests for Information

Any requests for information shall be submitted to the PRE through the appropriate SE. The PRE will coordinate the request with D&D's Project Manager, B&R and TRCV. A timely response will be provided by the PRE for these requests.

f. Value Engineering Proposals

Value Engineering Proposals (VEP) accepted by B&R and TRCV shall be submitted to the PRE who will coordinate with D&D's Project Manager for review and approval of these requests.

g. Extra Work

All requests for extra work will be coordinated by B&R and TRCV who will inform D&D's PRE so that proper quality control can be performed. All adjustments to contracts as a result of extra work requests will be the responsibility of B&R and TRCV.

h. Safety

B&R and their Subcontractors are responsible for the safety of their operations and their employees (a Safety Superintendent will be employed full time by B&R). Whenever unsafe conditions are noticed by D&D during the prosecution of the QA/CIP, they will immediately be brought to the attention of the responsible party in charge. If, after notification, satisfactory corrections are not made in a timely manner, B&R's Safety Superintendent will be informed and requested to take appropriate action. If satisfactory corrections are not forthcoming, TRCV will be informed by the PRE. TRCV shall have the sole authority to suspend the work because of failure on the part of B&R and their Subcontractors to correct conditions unsafe for workers. D&D shall not advise or issue directions regarding, or assume control over, safety precautions and programs of others.

VDOT shall have the authority to suspend work due to safety violations or unsafe conditions occurring within their Right-of Way. VDOT inspectors shall review the signing and traffic control devices where the Project interfaces with existing roadways. VDOT shall also have the authority to suspend work along detours being used by the general public where unsafe conditions or inadequate traffic control measures are noted. Unsafe conditions found by VDOT inspectors on the Project site will be brought to the attention of TRCV and B&R for disposition as described above.

8. All acceptance tests made by the Subcontractor, such as pressure tests on water lines and leak tests on sewer lines, will be documented.

9. Quality assurance monitoring and quality control inspection tests performed will be documented. Record the result of the test, who made the test, and where the test was made.

10. Record all damages, accidents and injuries, and any safety violations.

11. Instant pictures will be taken of any conditions that are questionable and where the condition will be covered or otherwise rendered inaccessible by the Contractor's operations. A brief description and date on the back of each picture as well as the inspector's signature will be shown. The picture will be turned in with the Daily Report.

12. Video Cassette Recordings (VCR). TRCV and/or B&R will monitor situations which could result in a claim, such as adjacent landowners contesting property conditions prior to any construction, surface run off, sub-standard work etc. TRCV and/or B&R will be responsible for recording the situation to document the time and date along with a narration of the problem. Follow up tapes will be taken from the same vantage point again with time, date and narration.

13. Visitors to the site will be directed to TRCV's on-site representative for registration and access permission to the construction zone. Names of visitors will be recorded in the Daily Report.

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Project Diary
General Sheet
DD67-1 71790

Page No: ____ of: ____

Day: _____ Date: _____

Weather: _____ A.M. _____ P.M. _____

Temperature: _____ Low: _____ High: _____

Project Number: _____

Prime Contractor: _____

Hours Worked: _____ Hours: _____ From: _____ To: _____

Entries:

Signed by

Approved by

8/91—DD67-RFI 71790

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DULLES TOLL ROAD EXTENSION
Construction Management
Request For Information (RFI)

Location/STA: _____

Contractor: _____

Date RFI was originated: _____

Person Originating RFI: _____

SEGMENT: _____

DATE: _____

RFI #: _____

Description of RFI: _____

Response to RFI: _____

_____ _____
Contractor Personnel Originating RFI *Date*

_____ _____
Dewberry & Davis Personnel Responding to RFI *Date*

CC:
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District Engineer
Resident Engineer
District Materials Engineer
File

Approved By _____

Title _____

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DULLES TOLL ROAD EXTENSION
Construction Management
Non-Conformance Report (NCR)

Location/STA: _____

Contractor: _____

Date NCR was found: _____

Person Originating NCR: _____

SEGMENT: _____

DATE: _____

NCR #: _____

Description of NCR: _____

Proposed Correction: _____

_____ _____
Contractor Personnel Proposing Correction *Date*

_____ _____
Dewberry & Davis Personnel Proposing Correction *Date*

CC: State Materials Engineer
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Resident Engineer
District Materials Engineer
File

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Title _____

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DULLES TOLL ROAD EXTENSION
Report of Pile Driving Record

Piling Contractor: _____

Pile No. & Location: _____

SEGMENT: _____

DATE: _____

REPORT #: _____

PILE INFORMATION

Type: _____ Initial Length, Ft: _____

Cut-off Length: _____ Pay Length, Ft: _____

Cut-off Elev: _____ Tip Elev: _____

Plumbness: _____ Design Load: _____ tons

Pile Tip: ☐ *Yes* ☐ *No*

HAMMER INFORMATION

Model (Mfg.) _____

Type: _____

Weight: _____ l

Drop: _____ f

Rated Energy: _____ ft.

Depth Feet	No. of Blows	Depth Feet	No. of Blows	Depth Feet	No. of Blows	Depth Feet	No. of Blows	Depth Feet	No. of Blows
1		15		29		43		57	
2		16		30		44		58	
3		17		31		45		59	
4		18		32		46		60	
5		19		33		47		61	
6		20		34		48		62	
7		21		35		49		63	
8		22		36		50		64	
9		23		37		51		65	
10		24		38		52		66	
11		25		39		53		67	
12		26		40		54		68	
13		27		41		55		69	
14		28		42		56		70	

Remarks: _____

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Resident Engineer
District Materials Engineer
File

Inspected By _____

Title _____

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DULLES TOLL ROAD EXTENSION

Field Report of Concrete Inspection

Weather: _____ Air Temp: _____

Billable Hours: _____ Class of Concrete _____

Compressive Strength _____ Structure _____

Supplier: _____

SEGMENT: _____

DATE: _____

REPORT #: _____

Field Data:

Set No.	No. of Cylinders Made	Concrete Supplier Ticket No.	Time Truck Dispatched	Time Truck Unloaded	Water Added On-Site	Yards of Concrete	Slump In	Air Content %	Concrete Temp. (F)

Set No:	Location

Remarks:

_____

_____

_____

_____

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Prepared By _____

Title _____

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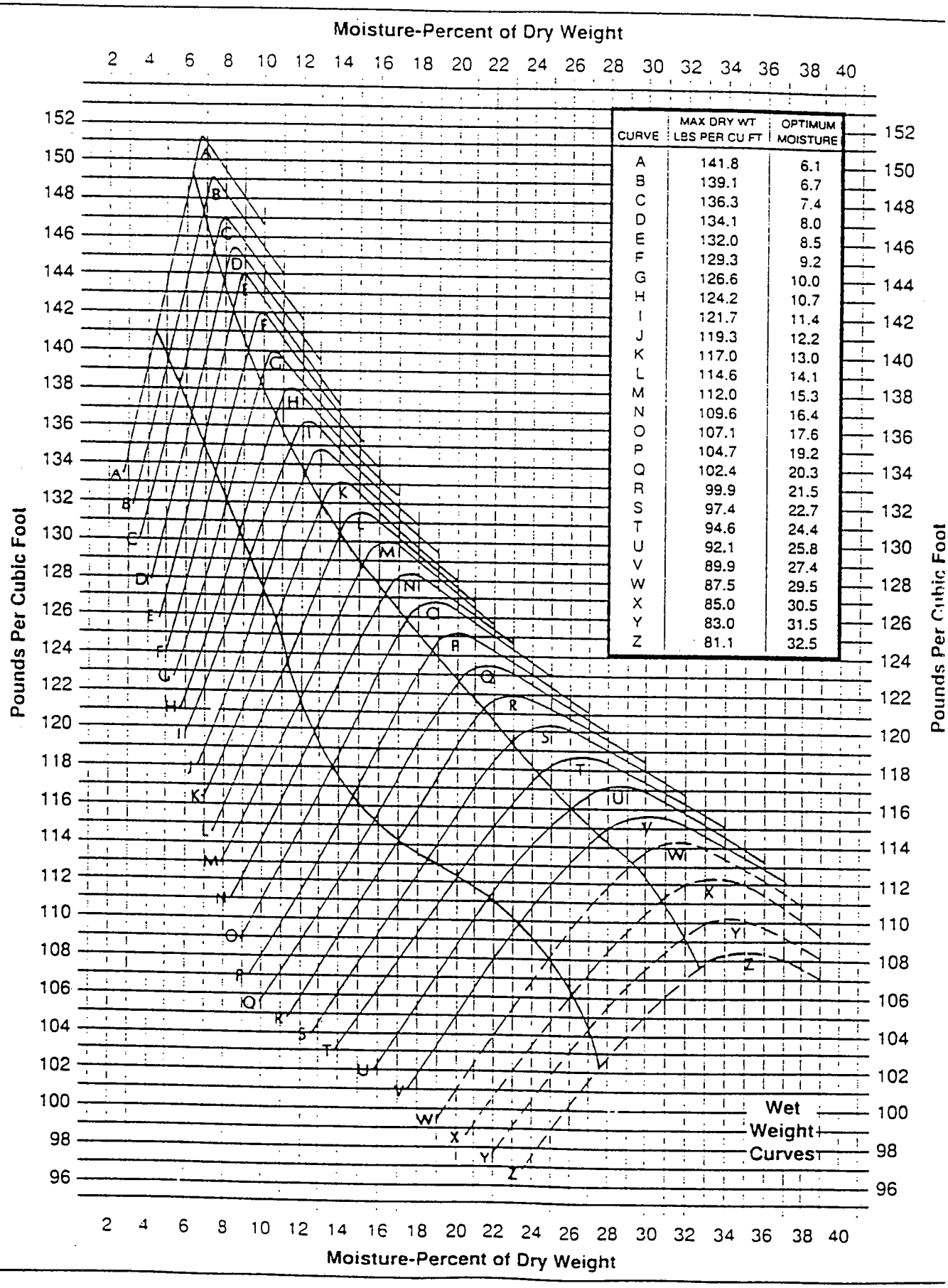
Dulles Toll Road Extension

Typical Moisture Density Curves
Set "C"



CURVE	MAX DRY WT LBS PER CU FT	OPTIMUM MOISTURE
A	141.8	6.1
B	139.1	6.7
C	136.3	7.4
D	134.1	8.0
E	132.0	8.5
F	129.3	9.2
G	126.6	10.0
H	124.2	10.7
I	121.7	11.4
J	119.3	12.2
K	117.0	13.0
L	114.6	14.1
M	112.0	15.3
N	109.6	16.4
O	107.1	17.6
P	104.7	19.2
Q	102.4	20.3
R	99.9	21.5
S	97.4	22.7
T	94.6	24.4
U	92.1	25.8
V	89.9	27.4
W	87.5	29.5
X	85.0	30.5
Y	83.0	31.5
Z	81.1	32.5

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DULLES TOLL ROAD EXTENSION

Work Sheet for One-Point Proctor

Route No. _____

County: _____

FHWA No. _____

SEGMENT: _____

DATE: _____

REPORT #: _____

Field Test No.					
Date					
Location of Test	Station, ft. (m)				
	Reference to Center Line				
Elevation	Original Ground				
	Finished Grade				
Type of Roller					
A. Wt. (mass) of mold and wet soil, lbs. (kg)	=				
B. Wt. (mass) of mold, lbs. (kg)	=				
C. Wt. (mass) of wet soil, A-B, lbs. (kg)	=				
D. Wet Density (unit mass) of soil, C x 30 lb/ft^3, or C x 1059.4 kg/m^3	=				
E. "Speedy" Dial Reading	=				
F. Moisture Content, %, from "Speedy Chart"	=				
G. Maximum Dry Density (unit mass, lb/ft^3 (kg/m^3), from Fig. 1	=				
H. Optimum Moisture Content, %, from Fig. 1	=				
I. Field Density (unit mass), lb/ft^3 (kg/m^3), from T.L.-125	=				
J. % + No. 4 (4.75mm) material from field density hole	=				
K. Corrected Maximum Density (unit mass), lb/ft^3 (kg/m^3)	=				
L. % Compaction	=				

Remarks _____

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District Engineer
Resident Engineer
District Materials Engineer
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Prepared By _____

Title _____

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DULLES TOLL ROAD EXTENSION

Report of Field Density (Unit Mass) of Soil

Route No. _____

County _____

FHWA No. _____

SEGMENT: _____

DATE: _____

REPORT #: _____

FIELD TEST NO.							
Date							
Location of Test	Station, ft. (m)						
	Reference to Center Line						
Elevation	Original Ground						
	Finished Grade						
Compacted Depth of Lift, in. (mm)							
Method of Compaction (type of roller)							
%+ 4 Material							
DENSITY DETERMINATION							
A. Unit Weight (unit mass) of sand, lb/ft³ (kg/m³)	=						
B. Weight (mass) sand+weight (mass) of jar and top, lb. (kg)	=						
C. Weight (mass) of sand left in jar+weight (mass) of jar+weight (mass) of sand in funnel, lb. (kg)	=						
D. Weight (mass) of sand in auger hole (B-C), lb. (kg)	=						
E. Volume of auger hole (D+A), ft³ (dm³)	=						
1. Weight (mass) of wet soil from hole+weight (mass) of pan, lb. (kg)	=						
2. Weight (mass) of pan, lb. (kg)	=						
F. Weight (mass) of wet soil from auger hole (1-2), lb. (kg)	=						
G. Unit Weight (unit mass) of wet soil in fill (F+E), lb/ft³, (kg/m³)	=						
H. Unit Weight (unit mass) of dry soil in fill (see below), lb/ft³, (kg/m³)	=						
K. Maximum dry unit wt. (unit mass), lb/ft³ (kg/m³) from Laboratory No. SO OR ONE POINT CURVE	=						
L. Optimum Moisture Content Laboratory No. SO OR ONE POINT CURVE	=						
N. % Compaction (H+K) x100	=						
P. % Maximum Density (unit mass) required	=						
MOISTURE DETERMINATION							
a. Dish and damp soil							
b. Dish and dried soil							
c. Weight (mass) moisture (a-b)							
d. Weight (mass) dish No.							
e. Weight (mass) dry soil (b-d)							
M. % Moisture (c+e) x100							

H=Dry Unit Wt. (unit mass), lb/ft³ (kg/m³) = $\dfrac{G}{1+\dfrac{\%\ \text{moisture (M)}}{100}}$

Remarks _____

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DULLES TOLL ROAD EXTENSION

Report of Nuclear Embankment Densities (Unit Masses)

Route No. _____ County _____ FHWA No. _____
Station _____ to Station _____
Type of Material _____ Width _____
Nuclear Gauge Model No. _____ Serial No. _____
Test For: _____

SEGMENT: _____
DATE: _____
REPORT #: _____

STANDARD COUNT DENSITY

_____
_____
_____
_____

Total _____ Average _____

MOISTURE

_____
_____
_____
_____

Total _____ Average _____

FIELD TEST NO.							
Date							
Location of Test	Station, ft. (m)						
	Reference to Center Line						
	Elevation						
Compacted Depth of Lift, in. (mm)							
Method of Compaction							
A. Moisture Counts	=						
B. Moisture C/R (A ÷ Mean)	=						
C. Air Gap Counts	=						
D. Direct Trans. Counts	=						
E. Direct Transmission Ratio, (D ÷ Mean) or Air Gap Ratio (C ÷ D)	=						
F. Wet Density (Unit Mass), lb/ft³ (kg/m³)	=						
G. Moisture Unit Weight (Unit Mass), lb/ft³ (kg/m³)	=						
H. Dry Density (Unit Mass), (F - G) lb/ft³ (kg/m³)	=						
I. Percent Moisture, (G ÷ H)	=						
J. Maximum Dry Density (Unit Mass), Lab. SO or One Point Proctor	=						
K. % + No. 4 Material (4.75mm)	=						
L. Corrected Maximum Dry Density (Unit Mass), lb/ft³ (kg/m³)	=						
M. Percent Density, (Unit Mass) (H ÷ J) or (H ÷ L)	=						
N. % Maximum Density (Unit Mass) required	=						
O. % Optimum Moisture	=						

Remarks

CC: State Materials Engineer
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Resident Engineer
District Materials Engineer
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Title _____

8/91—VDOT TL-53 (1/88)

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DULLES TOLL ROAD EXTENSION
Report of Nuclear Control Strip Roller Pattern *(page 1 of 2)*

Route No. _____ County _____ FHWA No. _____
Station _____ to Station _____
Type of Material _____ Width _____
Nuclear Gauge Model No. _____ Serial No. _____
Remarks _____

SEGMENT: _____
DATE: _____
REPORT #: _____

DENSITY (UNIT MASS)	STANDARD COUNT	MOISTURE
_____		_____
_____		_____
_____		_____
_____		_____
Total _____	Average _____	Total _____ Average _____

TEST NO.	*DENSITY, Count*	*MOISTURE, Count*	*TEST NO.*	*DENSITY, Count*	*MOISTURE, Count*
TEST NO. 1 No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R			TEST NO. 6. No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R		
TEST NO. 2 No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R			TEST NO. 7 No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R		
TEST NO. 3 No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R			TEST NO. 8 No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R		
TEST NO. 4 No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R			TEST NO. 9 No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R		
TEST NO. 5 No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R			TEST NO. 10 No. of Passes _____ Sta. _____ Sta. _____ Sta. _____ Total Average C/R		

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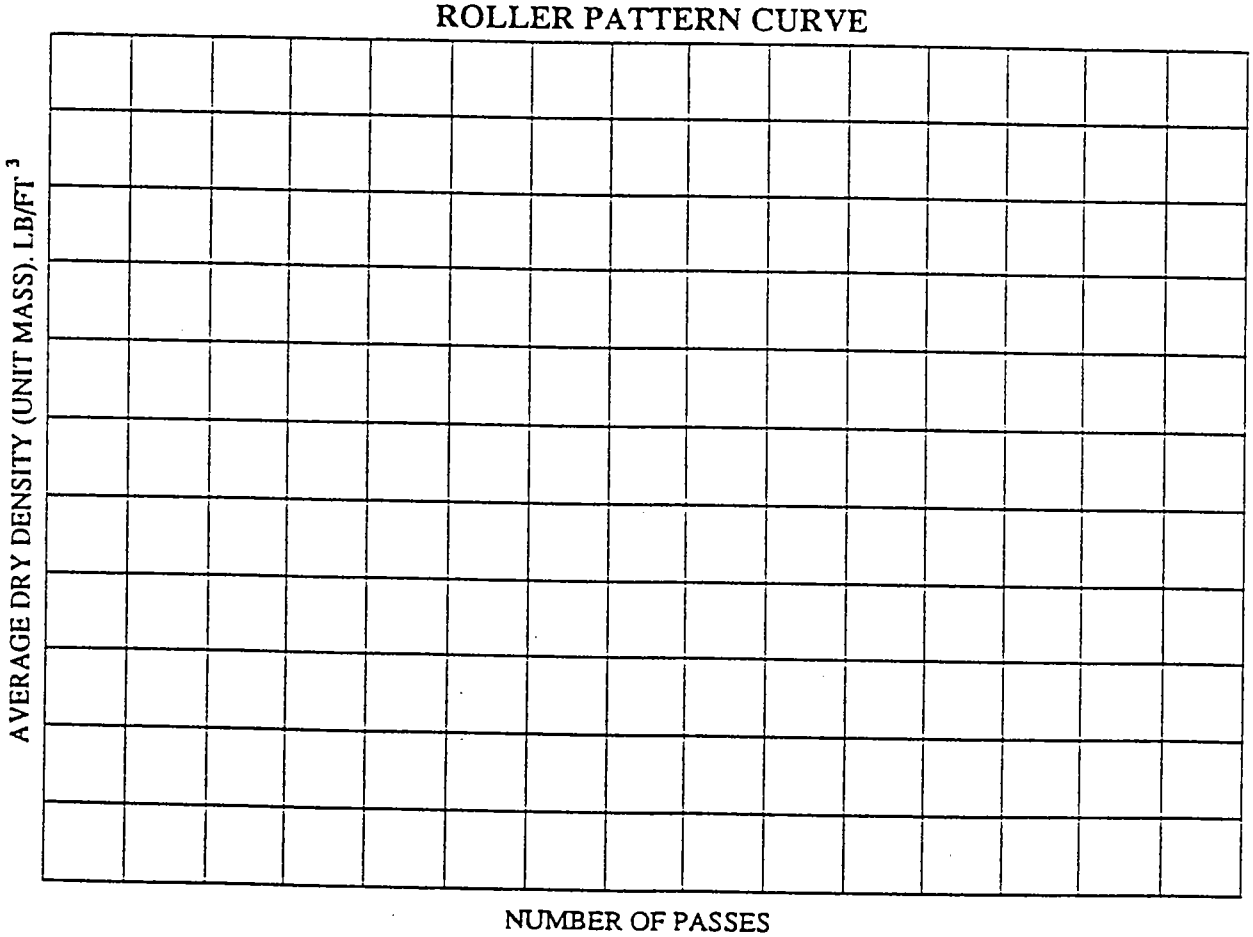
DULLES TOLL ROAD EXTENSION
Report of Nuclear Control Strip
Roller Pattern *(page 2 of 2)*

TEST NO.	WET DENSITY, lb/ft³ (unit mass)	-	MOISTURE, lb/ft³	=	DRY DENSITY, lb/ft³ (unit mass)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ROLLER PATTERN CURVE



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Title _____

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DULLES TOLL ROAD EXTENSION

Report of Nuclear Control Strip Field Density (Unit Mass)

Route No. _____ County _____ FHWA No. _____
Station _____ to Station _____
Type of Material _____ Width _____
Nuclear Gauge Model No. _____ Serial No. _____
Remarks _____

SEGMENT: _____
DATE: _____
REPORT #: _____

STANDARD COUNT

DENSITY (UNIT MASS)	MOISTURE
_____	_____
_____	_____
_____	_____
_____	_____
Total _____ Average _____	Total _____ Average _____

TEST NO.	(ft.) STATION (m)	LANE	DENSITY, Count	MOISTURE, Count
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
TOTAL				
AVERAGE				
C/R				

Wet Density, (unit mass) lb/ft³ (kg/m³) _____

Moisture, lb/ft³ (kg/m³) _____ Moisture, % _____ Optimum Moisture Required, % _____

Dry Density (unit mass) (Wet Density - Moisture), lb/ft³ (kg/m³) _____

(0.98) x ( ) = _____ = Average Density (unit mass) Requirement, lb/ft³ (kg/m³)

(0.98) x ( ) = _____ = Individual Requirement, lb/ft³ (kg/m³)

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Prepared By _____
Title _____

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DULLES TOLL ROAD EXTENSTION

Report of Nuclear Test Section Field Density (Unit Mass)

Route No. _____ County _____ FHWA No. _____
Station _____ to Station _____
Type of Material _____ Width _____
Nuclear Gauge Model No. _____ Serial No. _____
Remarks _____

SEGMENT: _____
DATE: _____
REPORT #: _____

STANDARD COUNT

DENSITY (UNIT MASS)	MOISTURE
_____	_____
_____	_____
_____	_____
_____	_____
Total _____ Average _____	Total _____ Average _____

TEST NO.	(ft.) STATION (m)	LANE	DENSITY, Count	MOISTURE, Count
1				
	C/R			
2				
	C/R			
3				
	C/R			
4				
	C/R			
5				
	C/R			

TEST NO.	Wet Density - Moisture = Dry Density lb/ft³ (kg/m³) lb/ft³ (kg/m³) lb/ft³ (kg/m³)	Moisture %	Optimum Moisture Required, %	Maximum Density Required lb/ft³ (kg/m³)	Passing	Failing
1						
2						
3						
4						
5						
AVERAGE						

CC: State Materials Engineer
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District Materials Engineer
File

Prepared By _____
Title _____

Appendix F

Schedule of Payments for Ramp Project

Appendix F

Ramp A/B Project
Schedule of Payments for VDOT Construction
($000)

Month	Monthly Payment	Cumulative Payment	Percent
1	18	18	0.5%
2	162	180	5.0%
3	180	360	10.0%
4	220	580	16.1%
5	430	1010	28.1%
6	430	1440	40.0%
7	690	2130	59.2%
8	320	2450	68.1%
9	310	2760	76.7%
10	280	3040	84.5%
11	240	3280	91.2%
12	140	3420	95.0%
13	0	3420	95.0%
14	180	3600	100.0%

Appendix G

Engineer's Certificate

DULLES TOLL ROAD EXTENSION
RAMP A/B PROJECT
ENGINEER'S CERTIFICATE

The undersigned Supervisory Engineer for the Dulles Toll Road Extension Ramp A/B Project certifies as follows:

Based on my on-site observations of the progress of work on the Ramp A/B Project, I certify that to the best of my knowledge, information and belief the work on the Project has progressed to the percentage indicated below as of the date indicated below, and that to the best of my knowledge, information and belief the quality of the work is in accordance with the requirements of the Contract Documents:

Date	Percentage of Completion

_____
Supervising Engineer

Commonwealth of Virginia)
) to-wit:
County of Fairfax)

The foregoing instrument has acknowledged before me this ____- day of _____ 199__, by _____ as h act and deed.

_____(Seal)
Notary Public

My Commission Expires:_____

Appendix H

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated September 29, 1993, among the Virginia Department of Transportation (the "VDOT"), Toll Road Investors Partnership II, L.P. a Virginia limited partnership, ("TRIP II") and Crestar Bank, a Virginia banking corporation (the "Escrow Agent").

A. TRIP II is the authorized developer of the Dulles Toll Road Extension project (the "DTRE Project"), pursuant to a Certificate of Authority (the "Certificate"), dated June 28, 1991, issued by the Virginia State Corporation Commission ("SCC") pursuant to Section 56-542 of the Virginia Highway Corporation Act of 1988, as amended (the "Act"), which Certificate was amended by orders of the SCC, dated July 21, 1992 and August 19, 1993.

B. The Commonwealth Transportation Board of Virginia (the "CTB") has approved the DTRE Project pursuant to Section 56-544 of the Act by resolutions, dated May 16, 1991, July 16, 1992, November 19, 1992, May 20, 1993 and September 16, 1993.

C. A portion of the DTRE Project will be constructed in an area in which two CTB projects, Project Numbers 0028-053-103-C501 and C502, as defined in the First Supplemental Agreement of Trust, dated September 1, 1988, between the CTB and Crestar Bank, as Trustee, have been built, which projects include the construction of two ramps, the so-called Ramps A & B (the "Ramp

Project"), which will connect Route 28 to the restricted access road of the Washington Dulles International Airport.

D. The proximity of the DTRE Project and the Ramp Project requires coordination between the construction of such projects in order to provide for minimum inconvenience to the travelling public and to avoid unnecessary increases in the cost of either project.

E. In order to accomplish such coordination, TRIP II and VDOT have agreed that TRIP II shall construct the Ramp Project in accordance with Article IX of the Comprehensive Agreement between TRIP II and VDOT, dated as of September 28, 1993 (the "Comprehensive Agreement").

F. Pursuant to Article IX of the Comprehensive Agreement, VDOT shall pay a lump sum of Three Million Six Hundred Thousand Dollars ($3,600,000) as its share for the construction of the Ramp Project and VDOT shall have no further obligation with respect to any other costs of construction of the Ramp Project.

G. VDOT's payment for its share of the construction of the Ramp Project will be provided with funds from the State Route 28 Highway Transportation Improvement District pursuant to the Master Agreement of Trust between the CTB and Crestar Bank, as Trustee, dated September 1, 1988, as amended (the "Master Agreement"), as supplemented by the First Supplemental Agreement of Trust between the CTB and Crestar, as Trustee, dated September 1, 1988, and by the Second Supplemental Agreement of

Trust between the CTB and Crestar, as Trustee, dated as of April 1, 1992.

NOW, THEREFORE, the parties hereto, for good and valuable consideration and desiring to be legally bound, do hereby agree as follows:

1. Appointment of Escrow Agent. The Escrow Agent is hereby appointed as escrow agent to hold and distribute the funds referred to in Paragraph 2 hereof, in accordance with the terms hereof, and the Escrow Agent hereby accepts such appointment and agrees to act in such capacity in accordance with the terms hereof.

2. Formation and Investment of the Escrow.

(a) On the date of closing the construction financing for the DTRE Project ("Closing Date"), VDOT shall cause Crestar Bank, as Trustee, to deposit in a special segregated, interest-bearing account with the Escrow Agent (the "Special Account") the sum of Three Million Six Hundred Thousand Dollars ($3,600,000), (the "Escrow Amount").

(b) The Escrow Agent shall maintain the Special Account as provided hereunder.

(c) The Escrow Amount shall be invested and reinvested by the Escrow Agent only at the direction of VDOT and only in Permitted Investments. "Permitted Investments" shall mean investments permitted under the Master Agreement.

3. Income Earned on the Escrow Amount; Investment Losses. Any interest earned on the investment of the funds in the Special Account shall be transferred as earned from the Special Account by Escrow Agent to Crestar as Trustee under the Master Agreement for deposit into the Route 28 Construction Fund Account (as defined in the Master Agreement), to be reinvested therein. In the event any Permitted Investment held in the Special Account is liquidated, or paid at maturity or upon earlier redemption, for a purchase price (exclusive of accrued interest) or in a principal amount, as the case may be, less than the price at which such Permitted Investment was purchased for deposit in the Special Account, VDOT shall promptly cause Crestar Bank, as Trustee, to withdraw from the funds held by it pursuant to the Master Agreement an amount equal to such deficiency and to transfer such amount to the Escrow Agent for deposit of such amount into the Special Account.

4. Payment and Release of Amounts in the Special Account. The Escrow Agent shall maintain the Special Account and distribute the funds thereof as follows:

(a) VDOT shall submit to the Escrow Agent each month during the construction of the Ramp Project such requisitions, certificates and other documents required under Article V of the Master Agreement for disbursement of such funds from the Special Account as are necessary to pay VDOT's share of monthly progress payments for work on the Ramp Project in

accordance with Article IX of the Comprehensive Agreement. Upon receipt of such documentation, the Escrow Agent shall pay over to the order of TRIP II the amount certified as due and owing. The Special Account shall be maintained by the Escrow Agent until the Escrow Amount has been paid in full to TRIP II in accordance with this Agreement and Article IX of the Comprehensive Agreement.

(b) If the Escrow Agent receives a certification (the "Certification") from VDOT's Commissioner, either (i) that TRIP II's Certificate of Authority has been revoked, or (ii) that the DTRE Project or the Ramp Project has been abandoned, then the Escrow Agent shall give written notice to VDOT, TRIP II, and the Collateral Agent (as defined in the Comprehensive Agreement), in its capacity as agent to TRIP II's Senior Creditors (as defined in the Comprehensive Agreement) that it has received such certification. If within 15 business days thereafter, the Escrow Agent receives no objection to the Certification from TRIP II or the Collateral Agent then the Escrow Agent shall pay over the amounts in the Escrow Account to the order of Crestar Bank, as Trustee, under the Master Agreement for deposit in to the Route 28 Construction Fund Account and this Escrow Agreement shall thereupon terminate. If the Escrow Agent receives an objection to the Commissioner's certification from TRIP II or the Collateral Agent within such 15 day period, no disbursement shall be made until the Escrow Agent shall receive either an order from a court of competent jurisdiction or a statement under

subparagraph 4(c) hereof directing the Escrow Agent to disburse the funds.

(c) Without limiting the Escrow Agent's obligations under Subparagraph 4(a), if at any time the Escrow Agent receives joint written instructions from TRIP II and VDOT with respect to the distribution of the Escrow Account, the Escrow Agent shall distribute the Escrow Amount in accordance with such instructions.

(d) Funds and securities held by the Escrow Agent pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien or other process whatsoever.

5. Responsibilities of Escrow Agent. The Escrow Agent's acceptance of its duties under this Escrow Agreement is subject to the following terms and conditions which the parties hereto agree shall govern and control with respect to its rights, duties, liabilities and immunities:

(a) the Escrow Agent may act in reliance upon any certificate, statement, request, consent, agreement or other instrument which it believes to be genuine and signed by a proper person or persons and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so;

(b) the Escrow Agent may act hereunder upon advice of counsel in reference to any matter connected herewith, and shall not be liable for any mistake of fact or error of

judgment, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence. VDOT shall promptly reimburse the Special Account in the event of any loss resulting from the acts or omissions of the Escrow Agent and TRIP II shall not bear the risk of loss resulting from any mistake, error, act or omission on the part of the Escrow Agent. The Escrow Agent shall be entitled to compensation for seeking the advice of counsel as provided in Subparagraph 5(e);

(c) this Escrow Agreement sets forth exclusively the duties of the Escrow Agent with respect to the Escrow Amount and no implied duties or obligations shall be read into this Escrow Agreement. To the extent permitted by law, VDOT and TRIP II shall jointly indemnify and hold harmless the Escrow Agent and its officers, directors, employees, agents, permitted successors and assigns from and against any loss, liability or claim, including all costs, interest and legal fees, arising out of and pursuant to this Escrow Agreement; provided, however, this indemnity shall not apply in the event of any wilful misconduct or gross negligence of the Escrow Agent;

(d) in the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions from VDOT or TRIP II with respect to the Escrow Amount or any payment thereof which, in its opinion, are in conflict with any of the provisions of this Escrow Agreement, the Escrow Agent shall be entitled to refrain from taking any action

other than to safely maintain the Escrow Amount until it shall be directed otherwise in writing by an instrument executed by both VDOT or TRIP II or has received evidence satisfactory to it and its counsel that a court of competent jurisdiction has reached a conclusion with respect to such conflict;

(e) the Escrow Agent does not have and will not have any interest in the funds deposited hereunder but is serving only as escrow holder, having only possession thereof; and

(f) the parties acknowledge that the Escrow Agent will be compensated by TRIP II for its services hereunder in accordance with a letter agreement, dated June 14, 1993, a copy of which is annexed hereto as Exhibit A.

6. Resignation of Escrow Agent; Appointment of Successor. The Escrow Agent may resign at any time by giving 90 days' prior written notice of its resignation to VDOT and TRIP II; provided that within 30 days of the effective date of such notice the resigning Escrow Agent shall have appointed, a successor Escrow Agent; or failing such appointment, VDOT shall have an additional 30 days to appoint a successor Escrow Agent. If after such 60 day period, neither the Escrow Agent nor VDOT has a appointed a successor Escrow Agent, then TRIP II and VDOT shall have an additional thirty days to appoint a mutually acceptable successor Escrow Agent. The successor Escrow Agent shall be a bank or trust company having an office in Virginia and a combined capital surplus of at least $100,000,000. The party

making such appointment shall do so by written instrument delivered to such successor Escrow Agent, with copies to the other parties to this Agreement, whereupon such successor Escrow Agent shall succeed to all the rights and obligations of the retiring Escrow Agent as of the effective date of resignation as if originally named herein and the retiring Escrow Agent shall duly transfer and deliver to the Escrow Agent all amounts held in the Special Account and other property at the time held by the retiring Escrow Agent, provided, that, if no successor Escrow Agent shall have been appointed on the effective date of resignation of the resigning Escrow Agent hereunder, the resigning Escrow Agent may pay the Escrow Amount into a court of competent jurisdiction.

7. Final Disbursement. Upon the earlier of (i) full and final disbursement of the Escrow Amount to TRIP II and any interest earned thereon and remaining in the Special Account to Crestar Bank, as Trustee under the Master Agreement, in accordance with the terms and conditions set forth herein, or (ii) the resignation of the Escrow Agent as provided in paragraph 6 above, Escrow Agent shall be discharged of all obligations and liabilities hereunder. The Escrow Agent shall not terminate its obligations hereunder or deliver any portion of the Escrow Amount or interest earned thereon, except as and in the manner herein provided.

8. Notices. All notices and other communications hereunder shall be in writing and shall be delivered or mailed by first class registered or certified mail, postage prepaid, or other express delivery services which provide for a receipt, addressed as follows:

(i) if to VDOT, at its address at:

Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Attention: James W. Atwell

(ii) if to the Escrow Agent, at its address at:

Crestar Bank
P.O. Box 26665
Richmond, Virginia 23261
Attention: Kelly A. Pickerel

(iii) if to TRIP II, at its address at:

c/o Toll Road Corporation of Virginia
109 Carpenter Drive
Sterling, Virginia 22164
Attention: Chief Operating Officer

(iv) if to a Collateral Agent, at its address at:

_____
_____
_____

(v) as to each party, at such other address and with such other copies as such party shall have designated by written notice to the other parties hereto.

9. Governing Laws. This Escrow Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia.

10. Miscellaneous. This Escrow Agreement shall be binding upon and inure to the benefit of parties and their successors and assigns. The headings in this Escrow Agreement are for convenience of reference only and shall not define or limit the provisions hereof. This Escrow Agreement may be executed in several counterparts, each of which is an original but all of which together shall constitute one instrument. This agreement and Article IX of the Comprehensive Agreement comprise the entire agreement among the parties concerning the escrow of funds for VDOT's share of the Ramp Project cost and this Agreement may not be changed, modified or discharged except by written instrument duly executed by all the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: Ray D. Pethtel
Commissioner

FISCAL REVIEW

James W. Atwell

LEGAL REVIEW

CRESTAR BANK, as Escrow Agent

By: _____
Assistant Vice President

TOLL ROAD INVESTORS PARTNERSHIP II, L.P.

By: Shenandoah Greenway Corporation, a Delaware Corporation

By: _____
Authorized Signatory

Exhibit A

June 14, 1993

Mr. Charles E. Williams
Toll Road Corporation of Virginia
109 Carpenter Drive
Sterling, VA 22170

Re: **Crestar Bank as Escrow Agent for the Virginia Department of Transportation and Toll Road Investment Partners II (Route 28 Ramp Project)**

Dear Mr. Williams:

With the closing date potentially slated for mid-July and at the request of John McGarrahan, I am writing to restate our fees for acting as Escrow Agent which were previously forwarded by John Turner in his letter dated December 20, 1991. The fees will remain the same as stated and are as follows:

Annual Administrative Fee (billable semi-annually, in arrears)	$2,500.00
Investment Transaction Fee Note: will not apply if funds invested in CrestFunds U.S. Treasury Money Market Fund/S&P "AAA" rated fund	25.00 each
Payment of Construction Requisitions	25.00 each
Recovery for Out-of-Pocket Expenses	

As I explained to John and also to Kevin McDonald, I am accessible to the pending closing schedule and would be happy to attend the closing when a definitive date is set. The only timing consideration from our perspective would be to allow us a couple of days to coordinate with the folks at the Treasury Office and the availability of the funds required for deposit to the Escrow. I have also confirmed to Kevin that the original draft of the escrow agreement is the one that was approved and incorporated in the Route 28 refunding transcript and that we are prepared to execute the document at your request.

We are looking forward to working with you and your office on the ramp project. Should you have any questions, please do not hesitate to call. My direct line is 804/782-5726. I have also enclosed my card for your reference.

Sincerely,

Kelly A. Pickerel
Assistant Vice President

Enclosure
cc: James W. Atwell

Appendix I

Developer's Certificate

DULLES TOLL ROAD EXTENSION
RAMP A/B PROJECT
DEVELOPER'S CERTIFICATE

TO: Mr. James W. Atwell
Assistant Commissioner for Finance
Commonwealth of Virginia
Department of Transportation
1401 E. Broad Street
Richmond, Virginia 23210

DATE: _____

Application for Payment Number _____
For the Period Ending _____

Dear Mr. Atwell:

TRIP II submits this application for a monthly progress payment for work on the Ramp A/B Project pursuant to Article IX of the Comprehensive Agreement dated December ___, 1991. TRIP II, by its duly authorized representative, certifies to the following in connection with this application for progress payment.

1. All work for which this application is being submitted has been performed in accordance with the requirements of the Comprehensive Agreement.

2. The aggregate of all amounts (a) previously paid to the Developer pursuant to prior applications, (b) the amount requested in this application, plus (c) all retention applicable thereto represents the same percentage of the Contract Price for such work as the percentage of work that has been completed as certified by the Engineer in the accompanying Engineer's Certificate.

3. TRIP II shall promptly pay to its contractor, for work on the Ramp A/B Project, the amount paid pursuant to this application, together with any other amounts then due to such contractor.

4. The following tabulation is an accurate statement of the amounts paid by VDOT to date, due from VDOT pursuant to this application and remaining to be paid by VDOT for work on the Ramp A/B Project pursuant to Article IX of the Comprehensive Agreement:

VDOT Contribution: $3,600,000

Percentage of work completed to date:

Amount completed to date:

Less retention:

Net amount payable to date:

Less progress payments previously paid:

Payment due this application:

Balance remaining on VDOT contribution:

TRIP II

BY:_____

Title:_____

Commonwealth of Virginia)
) to-wit:
County of Fairfax)

The foregoing instrument has acknowledged before me this _____ day of _____ 19__, by _____ as h act and deed.

_____
Notary Public
My commission expires: _____

Appendix J

County of Loudoun
List of Conditions

IMPLEMENTATION AGREEMENT

This Implementation Agreement is entered into this 9TH day of JULY, 1993 by and between BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA (hereinafter "County") and THE TOLL ROAD CORPORATION OF VIRGINIA ("TRCV").

R E C I T A L S:

WHEREAS, TRCV has obtained a Certificate of Authority from the State Corporation Commission to Construct the Dulles Toll Road Extension ("DTRE") through a portion of Loudoun County between Washington Dulles International Airport and the Town of Leesburg; and

WHEREAS, County previously granted approval of Special Exception 90-0015 and Commission Permit 90-0004 for this Project; and

WHEREAS, on July 7, 1993, the Board of Supervisors granted approval of SPEX 1993-0008 renewing the TRCV's special exception for this Project with conditions as attached hereto as Exhibit 1; and

WHEREAS, certain conditions were included as part of the approval of Special Exception 90-0015/and 93-0008 which among other things provide for this Implementation Agreement to establish more detailed understandings concerning the conduct of construction operations and other matters set forth in the special exception conditions; and

WHEREAS, Va. Code Section 56-546(D) (Virginia Highway Corporation Act of 1988) enables the County to enter into agreements with TRCV according to such terms and conditions as are reasonable, appropriate, and in the public interest.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. TRCV will plan and construct the DTRE in conformance with the approved conditions for Special Exception 93-0008. Those conditions are attached as Exhibit 1 and incorporated as part of this agreement by reference.

2. TRCV will establish a local exchange telephone hotline and will respond promptly and reasonably to public inquiries and complaints about DTRE construction activities. The DTRE Construction "Hotline" Procedure is attached as Exhibit 2 and incorporated as part of this agreement by reference. TRCV shall maintain a log of all complaints received and provide a weekly report to the County Administrator, or his designee. TRCV's hotline number is (703) 707-8637.

3. Temporary construction activities as approved by the County shall be discontinued at the earliest possible date. TRCV agrees to take the following restoration measures for sites approved for such temporary construction activities:

a. TRCV shall remove temporary construction entrances, structures, fuel tanks, and saturated soil contaminated by fuel or similar material.

b. The site must be stabilized in accordance with the erosion and sediment control regulations and a record drawing indicating final contour shall be submitted to the County.

c. TRCV agrees to establish a performance guarantee which may be included as part of the erosion and sediment control bond to insure that restoration measures are completed.

d. All restoration measures shall be completed within ninety (90) days after the DTRE is open for traffic.

4. TRCV shall ensure that all hauling activities in conjunction with the construction of DTRE are in conformance with the "DTRE - Construction Traffic Routing Plan," including the map designating "Haul Route for Trucking" and the "Trucking Policy." These documents are attached as Exhibit 3 and incorporated as part of this agreement by reference. No hauling activities shall be conducted on (1) Route 621 from Route 15 to Route 653, (2) Route 654 from Route 621 to Route 643, or (3) Route 643 from the Route 7 Bypass to Route 654, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m.

5. To minimize the construction noise problems, TRCV will implement the following measures on this project:

a. All pile driving and blasting will be done between 7:00 a.m. to 7:00 p.m.

b. The permanent noise berms will be constructed as one of the earliest grading operations.

c. Temporary earth berms will be constructed where practical and effective to further buffer noise. These will be used on the DTRE right-of-way and the temporary crushing area.

d. Where feasible, night operations will be scheduled away from residential areas.

e. Temporary facilities for rock crushing, pug mills and asphalt plants will be located away from residential areas.

f. As measured in the immediate vicinity of any occupied residence, the sound level of all construction and related activities shall not exceed (1) 85 decibels during daylight hours and (2) 75 decibels during nighttime hours. TRCV and the County agree that these standards shall be binding in the administration and enforcement of any County noise ordinances.

6. In accordance with special exception condition #16, TRCV shall implement the in-stream monitoring plan for Goose Creek. That plan is attached as Exhibit 4 and is incorporated as part of this agreement by reference. TRCV shall forward results of the monitoring to the County Administrator or his designee and the Virginia water Control Board every two (2) days during the period when TRCV is doing earthwork for the Goose Creek approach and bridge.

7. This agreement may be amended from time to time to include more detailed agreements concerning implementation of the special exception conditions or other matters concerning the planning, construction and operation of the DTRE.

8. TRCV acknowledges that certain of the right-of-way to be conveyed to it or its successors in interest has been proffered to or for the benefit of the County in connection with conditional rezonings enacted by the County Board of Supervisors. TRCV shall use the right-of-way so proffered solely for the purposes of constructing, maintaining and operating the Dulles Toll Road Extended (DTRE) in conformance with the County's special exception. For so long as the DTRE right-of-way is so utilized, the County acknowledges that TRCV or its successors in interest to the right-of-way shall be deemed to be in full compliance with the proffered zoning conditions and the County shall not assert any claim against TRCV or its successors for nonperformance of any other, unrelated, zoning proffers on the basis of its ownership of proffered DTRE right-of-way. If TRCV acquires right-of-way for the DTRE Project but subsequently abandons the DTRE Project so that construction does not commence, TRCV shall, upon written request of the County, convey to the County for road purposes without cost all land received by TRCV as a result of or in satisfaction of proffer obligations of the landowners who conveyed to TRCV.

IN WITNESS WHEREOF, the parties have executed this Implementation Agreement.

TOLL ROAD CORPORATION OF VIRGINIA

By: _____
Name:
Title: C.O.O.

BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA

APPROVED AS TO FORM

By: _____
Name:
Title:

STATE OF VIRGINIA

COUNTY OF Loudoun, to-wit:

I, Teresa Padgett, a Notary Public in and for the State and County aforesaid, do hereby certify that Charles Williams, whose name is signed to this document, personally appeared before me and acknowledged the same.

Given under my hand this 13 day of July, 1993.

_____
NOTARY PUBLIC

My Commission Expires July 31, 1997

STATE OF VIRGINIA

COUNTY OF Loudoun, to-wit:

I, Sally E Keefer, a Notary Public in and for the State and County aforesaid, do hereby certify that George L. Barton IV, whose name is signed to this document, personally appeared before me and acknowledged the same.

Given under my hand this 9th day of July, 1993.

Sally E. Keefer
NOTARY PUBLIC

0204:187RMG.93

EXHIBIT 1

SPEX 1993 - 0008, DULLES TOLL ROAD EXTENDED
BOARD OF SUPERVISORS/PLANNING COMMISSION PUBLIC HEARING
7/7/93

CONDITIONS

1. During the construction plan and profile preparation for each geographical phase, the landscaping and buffering plan submitted as part of the Special Exception application will be used, along with other detailed site information to be provided per the terms of the Implementation Agreement. The areas will be planted with:

   a. A minimum of three *(3)* trees *(minimum 6 feet in height)* Per 30 lineal feet with mixture of 75% evergreen and 25% deciduous species native to the region. In addition, when development is adjacent to existing single family

dwellings, two *(2)* additional trees *(total 5 per 30 lineal feet)* shall be included. Such additional plantings shall be evergreen and a minimum of six *(6)* feet at planted height.

b. Earth berms will be planted with turf and/or evergreen ground cover. The shapes will depend upon the shape of shoulder and ROW edge conditions.

c. Larger berms and/or fences may be used where the topography of land requires the use of larger noise abatement features or retaining walls.

d. Existing trees to be preserved, outside the ROW at temporary construction and yard locations will be identified and flagged in the field prior to clearing, and a replanting scheme for trees to be relocated or removed will be provided on the detailed construction drawings.

2. Site plans, including lighting plans, shall be submitted for any maintenance facility structures, the proposed Administrative Toll Facility building and Toll booths prior to any construction of any such permanent facilities. Site plans will <u>not</u> be submitted for the DTRE roadway and temporary or permanent road improvements.

3. The applicant shall provide at a minimum for one-to-one acreage replacement of trees in forested areas to be cleared outside of the Dulles Toll Road right-of-way. Replacement trees shall be similar in quality to those cleared except for cleared trees which are diseased, damaged, dead, ailanthus, etc. These cleared trees shall be replaced with other desirable native species. The State Forester shall approve the replacement trees.

4. Floodplain studies shall be performed, by TRCV, for <u>all</u> affected floodplains east and west of Route 659. Minor floodplains where affected by construction activity shall be evaluated along with major floodplains. Floodplain studies previously prepared, which are on file at the County, will satisfy this condition unless they are incomplete. Hydraulic calculations for Broad Run as well as other water sheds shall be provided.

5. A Floodplain Alteration Application *(FPAL)* shall be submitted for the tweive proposed stream crossings. Permits for Land Disturbing Activities will not be approved for grading in the Floodplain limits until the FPAL has been approved. It is envisioned that Permits for Land Disturbing Activities may be prepared and issued for areas outside the limits of the Floodplain, if the FPAL is not approved at that time.

6. The proposed cul-de-sac for Route 643 near station 420 shall be relocated to an area outside the current floodplain limits.

7. Temporary stream crossings shall be removed and the floodplain area restored to original topography and ground cover as soon as construction is complete or as specified in the Virginia Sediment Erosion Control Manual. The applicant shall submit a *"record drawing"* showing pre-disturbance two foot contour topography for the temporary floodplain crossings prior to issuance of a permit for a Land Disturbing Activity. A post-construction, certified, two-foot contour topographic plat at 1" = 200' scale showing temporary floodplain crossing areas restored to original topography shall be submitted prior to bond release. The record drawing will reflect actual conditions within 0.5 feet ± tolerance from approved plan condition.

8. Modifications and crossings of perennial streams shall conform to standards found in the BMP Handbook for Hydrologic Modification published by the State Water Control Board.

9. TRCV will prepare and submit the proposed wetlands mitigation sites for the Corps Of Engineers *(COE)* and interagency review and the County will be provided a copy for review. The approved COE interagency mitigation plan shall be a contingency for the permit required for the land disturbing activity.

10. Sediment and erosion control plans shall be submitted as a part of, or prior to, the construction plans and profiles and shall be approved prior to issuance of permits for Land Disturbing Activities. Erosion and sediment control shall be provided in strict conformance with the Virginia Erosion and Sediment Control Handbook and the BMP Handbook for Hydrologic Modification both published by the State Water Control Board.

11. A comprehensive water quality management plan, incorporating BMP's, shall be provided for on-site improvements in accordance with the handbook Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMP's published by the State Water Control Board. The Water Quality Management Plan shall address water quality issues, potential impacts from vehicular pollutants *(oil, gas, grease and de-icing measures)* that wash off the roadway and shall consider and propose mitigation measures to improve the conditions. These criteria shall also apply to all permanent and temporary construction. As part of the water quality management plan the TRCV shall provide *"an adequate receiving channel"* for increased runoff as defined in CG-7 of the Virginia Erosion and Sediment Control Criteria as an interim measure. Increased stormwater runoff from this project shall be detained to existing levels as the surrounding developments are

built.

12. Temporary pump and haul sewage permits shall be acquired for toll booth locations. Legal documents must be drafted and signed by the TRCV, Loudoun County and the Commissioner of Health, if the pump and haul system is used.

13. The TRCV shall provide information on the location of all existing on-site water supplies, sewage disposal systems and underground storage tanks. All known locations will be shown on Subdivision Waiver Plats. TRCV shall obtain the necessary permits for their removal and proper abandonment.

14. Methods of disposing of debris and junk from construction shall initially be identified prior to issuance of permits for Land Disturbing Activities. Disposal shall not be totally dependent upon the County's landfill operation and shall be in accordance with the Implementation Agreement.

15. Temporarily disturbed areas outside of the toll road right-of-way shall be restored to pre-alteration contours or at the discretion of the property owner left at its temporary state *(within 0.5 feet ± tolerance from existing condition shown on the plan or so that site will drain)*. In any event, the area must be stabilized and a record drawing indicating final contours shall be submitted to the County.

16. An in-stream monitoring program for Goose Creek shall be developed to monitor, in part, turbidity levels in the stream while construction is underway. This program shall be submitted to staff for review and approval prior to issuance of permits for Land Disturbing Activities for land located on each side of Goose Creek.

17. The applicant shall perform only minimum clearing and grading in the sensitive slope areas identified in this report. Ground cover shall be maintained or re-established as soon as possible after disturbance.

18. Any relocation of or improvements to existing utilities due to the DTRE shall be the responsibility of TRCV *(responsibilities include design, construction and easement expenses)*.

19. The TRCV shall cooperate with the Loudoun County Sanitation Authority in providing sleeves for future water and sewer main extensions across the DTRE right-of-way to be installed at various locations.

20. TRCV shall submit a slope stability analysis to the Department of Engineering to show that major cut and fill slopes are stable and will not fail.

21. TRCV shall submit to the County for review and approval, a proposed plan of intended field construction operations for the DTRE. The plan shall include, but not be limited to: hours of operation, proposed measures to mitigate construction noise, dust, drilling, blasting, and various public safety measures. This plan shall be reviewed and approved by Loudoun County prior to issuance of permits for any Land Disturbing Activities. This subject shall be in accordance with the requirements of the Implementation Agreement.

22. Objectionable noise producing operations *(i.e., batching plant, rock crushing pug mill plant operations)* shall be located away from the residential uses. A site plan indicating the specific location and details of these activities shall be submitted and approved by the County prior to operation or construction of such facilities. It should be noted that these proposed locations are shown on TRCV's Special Exception plat for informational purposes and the County reserves the right of approval of these at the site plan stage. These operations are temporary and will be maintained in accordance with the requirements of the Implementation Agreement.

23. TRCV shall submit construction traffic routing plans to the County prior to the approval or issuance of permits for Land Disturbing Activities. The TRCV shall continue to work with the County to develop acceptable construction traffic routing plans throughout the life of the project.

24. The design of the Dulles Toll Road Extension shall accommodate a six-lane roadway and a 2-track rail *(mass transit)* system within the right-of-way provided by TRCV.

25. The existing road network shall not be disrupted, degraded, or severed by the Toll Road unless such impacts are offset by other improvements provided by TRCV. All property owners with land contiguous to the DTRE right-of-way shall be provided uninterrupted access to their land, except as shown on the Special Exception application plat for changes at Route 643.

26. The location and design of all initial and future proposed interchanges, that TRCV is required to construct, shall be in accordance with the Comprehensive Agreement. All transportation improvements shall be provided by TRCV in accordance with the Level of Service (LOS) requirement outlined in the Comprehensive Agreement. TRCV shall cooperate with the County and VDOT on the development of the DTRE Corridor Study on the ultimate design of the Roadway, interchanges and parallel road network.

33. Initial construction of the DTRE shall be in substanial conformance with the plans as submitted with this special exception. Provided initial construction of the Route 607 interchange, including a loop ramp in the southwest quadrant shall be in substantial conformance with the landowner agreements and staff recommendations as reflected in the September 17, 1990 memorandum from William W. Wiggins to Philip A. Bolen. TRCV shall work to incorporate these matters in the Comprehensive Agreement. Deferral of improvements from the initial construction program as outlined in the August 21, August 27 and September 17, 1990 correspondence from TRCV to VDOT, or deferral of any additional or alternative improvements, must be specifically approved by the Board of Supervisors.

34. All necessary subdivision plats for creation of the DTRE right-of-way within Loudoun County shall, upon approval, be signed by Loudoun County with the following statement placed next to the signature block: "SPEX 1990-0015 has been superseded by SPEX 1993-0008 and its binding conditions of approval." Not withstanding the foregoing, any plats or plans previously prepared and submitted which reference SPEX 1990-0015, shall continue to be valid and processed under this SPEX 1993-0008.

EXHIBIT 2

THE DTRE CONSTRUCTION "HOTLINE" PROCEDURE

The purpose of the "Hotline" plan will be to develop an implementation procedure to handle complaints regarding construction noise, glare and lighting intensity, public safety, or nuisance items related to the construction of the Dulles Toll Road Extension (DTRE). This plan will be utilized to ensure that the construction of the DTRE will be carried out in a manner which minimizes the negative effects to the general public while the DTRE is being constructed.

The Toll Road Corporation of Virginia (TRCV) shall appoint (a) representative(s) to receive and handle any concerns and complaints concerning the construction of the DTRE. An appointed representative shall be available twenty-four (24) hours per day, beginning with the first day of construction and continuing for the duration of the construction of the project; a representative shall be available through a published local exchange phone number for this purpose. Brown & Root ("B&R") will appoint a "Hotline" point of contact for the same function, to receive and process the complaints received from the TRCV representative.

When a "complaint" is received by the TRCV representative, the representative will determine the relative urgency in which an action is required, whether the issue requires emergency or less immediate action, or if the situation can be reacted to less rapidly. The TRCV representative shall contact the B&R "Hotline" point of contact and transmit the information. If the situation is significant in nature, both parties shall immediately investigate and react. The reaction time for significant or emergency issues shall not exceed ninety (90) minutes. If the situation is less significant, a follow-up investigation, within twelve (12) hours, shall be made by both parties.

A report shall be filed by B&R for each complaint received from the TRCV. The report shall contain the following information:

1. Time and date complaint received.

2. Time and date of investigation of complaint.

3. Name or names of persons making the complaint.

4. Detailed description of the inquiry or the complaint.

5. Action taken to remedy the complaint; including time and follow-up actions taken, and if necessary, photographs to document the findings.

If governmental agency action is required, that will be taken and so documented.

The report shall be filed at the B&R office in the "Hotline" log and with the TRCV at their local office. TRCV will follow that same procedure for documenting and will copy the Loudoun County designated representative.

B&R will maintain a published list of the "Hotline" point of contact with the TRCV. This point of contact shall have full project resources at his disposal, as well as the appropriate authority to react, to remedy situations encountered.

TRCV HOTLINE POINTS OF CONTACT

Suzanne Conrad Public Relations & Marketing Manager	(703) (703) (703)	707-8870 250-7114 TBA	(Office) (Home) (Beeper)
Robin M. Cashion Project Manager, Environmental/ Regulatory	(703) (703) (703)	707-8870 430-8287 TBA	(Office) (Home) (Beeper)
Matt Miller Senior Project Manager	(703) (703) (703)	707-8870 709-8667 TBA	(Office) (Home) (Beeper)

BROWN & ROOT HOTLINE POINTS OF CONTACT

TO BE DESIGNATED IN WRITING
NO LATER THAN FORTY-EIGHT (48) HOURS
PRIOR TO COMMENCEMENT OF CONSTRUCTION

0204:187RMG.93

EXHIBIT 3

Loudoun County Special Exception SPEX 90-0015

August 20, 1990

DTRE - CONSTRUCTION TRAFFIC ROUTING PLAN

Earthwork operations on the right-of-way (ROW) involve three (3) parts: the loading of the scrapers and end dump trucks; the hauling down the ROW; and the placing of the earth or rock in the fills. This work will be done on two (2) each, ten (10) hour shifts per day, Monday through Saturday, throughout the project from station 98+00 to 857+00. As example, the largest cut on the project is at Route 659. The dirt and rock from this cut will be hauled down the ROW, east, as far as Broad Run.

Legal haul trucks hauling to and from the project on public roads will be required to use the designated haul routes, shown on the attached drawing entitled "Haul Routes for Trucking" dated May 25, 1990. Some of this work will be done on the above referenced double shift. Truck drivers hauling to and from this project will be required to conform to the attached "Dulles Toll Road Extension Trucking Policy" dated May 30, 1990.

The Contractors, whose trucks are using the public roads for hauling to this project, will be required to work with the Virginia Department of Transportation to be sure traffic flow is maintained on the roads.

EXHIBIT 3

DULLES TOLL ROAD EXTENSION
TRUCKING POLICY

May 30, 1990
Revised June 10, 1991
Revised June 2, 1993

These policies are set up for a safe, trouble-free operation and non-compliance will cause the driver to be banned from the Contractor's job.

1. Haul only on approved routes, shown on Contractor's "Haul Routes" work plan.

2. Lights on for safety.

3. Obey all traffic regulations and laws.

4. Stop at all stop signs, stop signals, and stopped school buses.

5. Be courteous to other motorists.

6. Avoid tailgating at all times.

7. Use caution when conditions are unfavorable. When foggy or raining, reduce speed to safe limit. Watch for slick spots on haul roads and drive with caution on County roads.

8. Do not pass when loaded.

9. Inspect your vehicle before starting in the morning. Check brakes out before moving.

10. Give loaded trucks and heavy equipment the right-of-way.

11. Do not dump unless ticket is signed. It is driver's responsibility to get ticket signed. (Go to Office or Shop, if necessary.)

12. Do not bunch up during hauling as this will slow down the operation.

13. Wear hard hats when on the job.

14. Pay attention to routing signs and monitor Channel ___ when nearing the job.

15. When stuck, it is driver's obligation to hook up pull cable to his own truck.

16. REMEMBER that YOU are responsible for safe performance of the vehicle which you are operating. You are responsible for stability of the truck when dumping.

17. Please keep loads as level to the top of side boards as possible.

18. We will not allow drivers to hold tickets and hand them in later in the day.

19. Tarps - Loads must be covered with tarps, except when dumping.

20. Use utmost caution when hauling during school bus operation hours.

(TRAFFIC AROUND SCHOOLS WILL NOT BE PERMITTED BETWEEN 7 TO 9 A.M. AND 2 TO 4 P.M.)

EXHIBIT 4

RECEIVED
NATURAL RESOURCES

Loudoun County Special Exception SPEX 90-0015

August 20, 1990

DTRE - Goose Creek In Stream Monitoring Program
and
Erosion and Sediment Control Plan

A. In Stream Monitoring Program

Toll Road Corporation of Virginia will provide, through its contractor, an in-stream turbidity monitoring program for Goose Creek. This turbidity monitoring program will begin just before construction starts and continue until construction at Goose Creek has been completed.

Water samples for turbidity monitoring will be taken above and below the construction site twice daily during active construction periods, to insure that changes in water quality are detected. The results of the turbidity tests will be documented in a log, to be kept on file at the Contractor's office. Copies of the turbidity tests will be provided to TRCV and Loudoun County's Department of Natural Resources.

Turbidity tests will be done with the Hach Model 16800 Portalab Turbidity meter, or similar testing method. (See attached data on model 16800 Portalab Turbidimeter).

Sediment and erosion control measures conforming to the "Virginia Erosion and Sediment Control Handbook" will be used to minimize the erosion of land in the construction area located on each side of Goose Creek, and to minimize sediment entering Goose Creek from construction operations.

Floating turbidity curtains will be used in the creek to help contain turbidity and oil. These curtains will be located so as to not impede the use of the creek by canoeists. (See attached turbidity silt curtain literature by American Boom & Barrier Corp.)

The Contractor will establish emergency procedures in case of oil or major sediment discharge. These procedures will include:

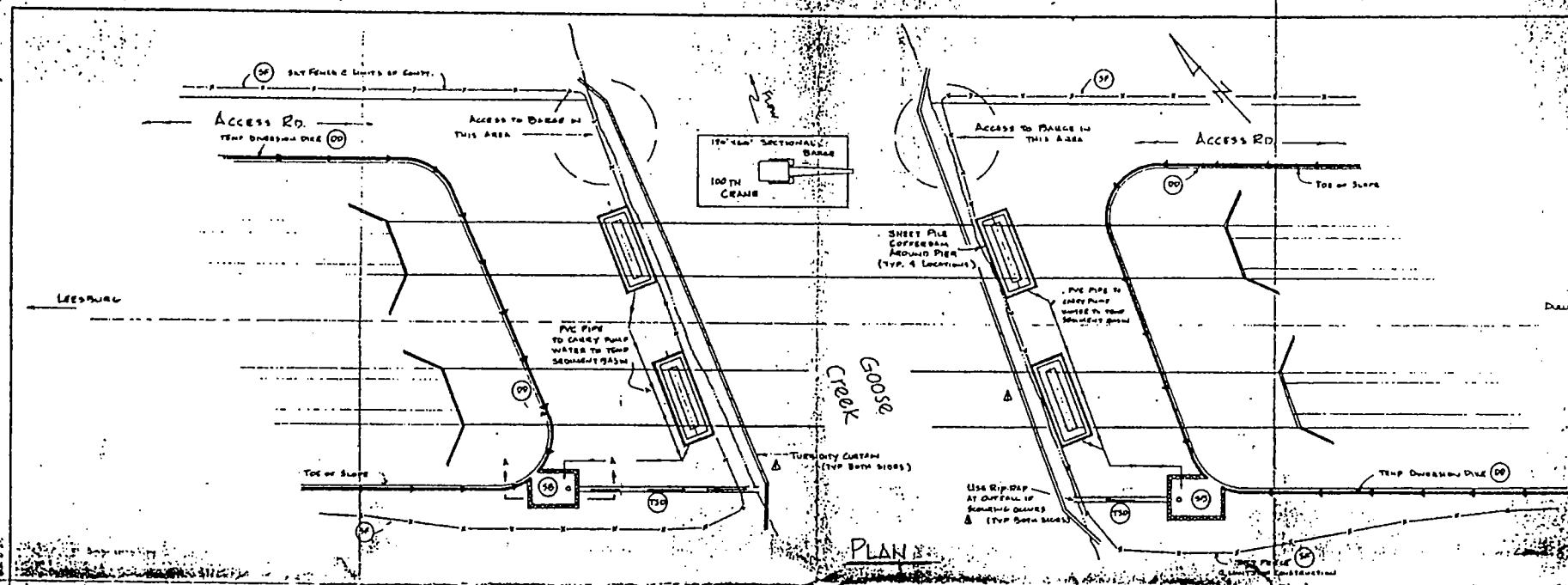
a) Immediate notification of the water treatment facility downstream.
b) Tracking of spill or sediment downstream.
c) Notification of appropriate government agencies.

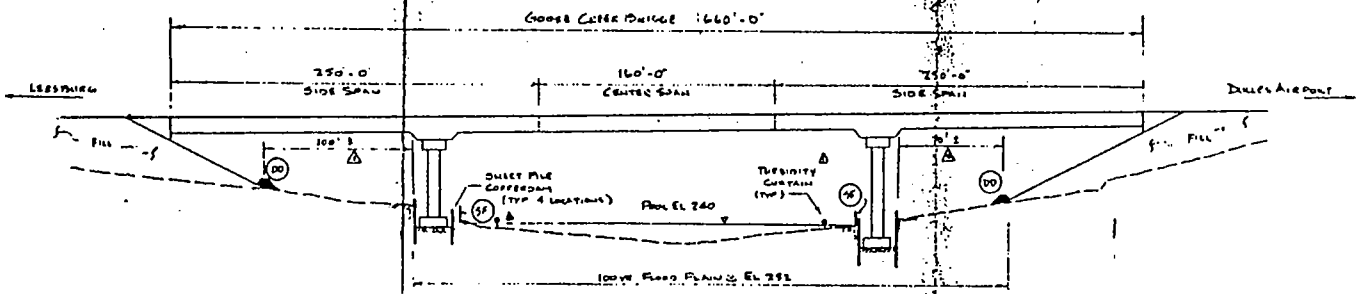
d) Education and training of personnel for oil clean-up.

e) Storage of oil sorbent and related materials on-site to be used for clean ups.

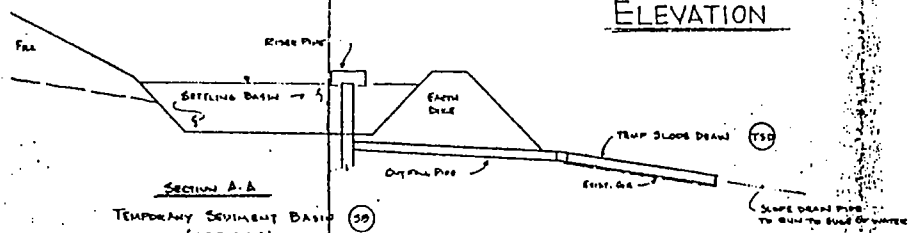
B. Erosion and Sediment Control Plan

The Toll Road Corporation of Virginia will provide, through its Contractor, the erosion and sediment control measures outlined on attached drawing 203 Rev. 2. All sediment and erosion controls to conform to VDOT Standards as outlined in the "Virginia Erosion and Sediment Control Handbook". (See attached copies of specific controls - "silt fence", "temporary diversion dike", "temporary slope drain", and "temporary sediment basin").





Elevation



Section A-A

Temporary Sediment Basin (Not to Scale)

Erosion & Sediment Control Symbols

- SF — Silt Fence
- DD — Diversion Dike
- SB — Temporary Sediment Basin
- TSD — Temporary Slope Drain

General Notes:

1. This is a preliminary plan and not for construction. Actual final design to be submitted to VDOT for approval.
2. All sediment and erosion controls to conform to VDOT standards. See "Virginia Erosion and Sediment Control Handbook".
3. Turbidity curtain to remain in place until all construction is complete.
4. Establish water quality monitoring procedures and test water downstream of construction.
5. Establish emergency procedures in case of oil or major sediment discharge. Procedures to include:
   a. Immediate notification of Treatment Facility downstream
   b. Tracking of spill or sediment downstream.
   c. Notification of appropriate government agencies.
   d. Education and training of personal for oil cleanup
   e. Storage of oil sorbent and related material on site
6. After construction is completed, restore disturbed areas.
   a. Remove disturbed areas to approximate original contours
   b. Plant native seedling trees in cleared areas.
   c. Establish turf or native grasses in other areas.

5-11-90	[illegible]	[illegible]	[illegible]
5-18-90	[illegible]	[illegible]	[illegible]
5-21-90	[illegible]	[illegible]	[illegible]
5-24-90	[illegible]	[illegible]	[illegible]
DATE	BY	REVISION	[illegible]

Toll Road Corporation of Virginia

Dulles Tollroad Extension

Preliminary Plan for Construction at [illegible] Site

Erosion and Sediment Control

PIZZA 203

MARYLAND
LEESBURG
POTOMAC
RIVER
LEESBURG AIRPORT
ASHBURN
WEST SPINE ROAD
EAST SPINE ROAD
ASHBURN VILLAGE BLVD
RELOCATED
WASHINGTON
DULLES INTERNATIONAL AIRPORT
LEGEND
ROAD TYPE
INTERCHANGES
DULLES TOLL RD EXTENSION
BUILT OR UNDER CONSTRUCTION
PLANNED
EXISTING
INITIAL INTERCHANGES
FUTURE INTERCHANGES
Toll Road Corporation of Virginia
Dulles Toll Road Extension
Construction Work Plan

Matt
copy copy
W7

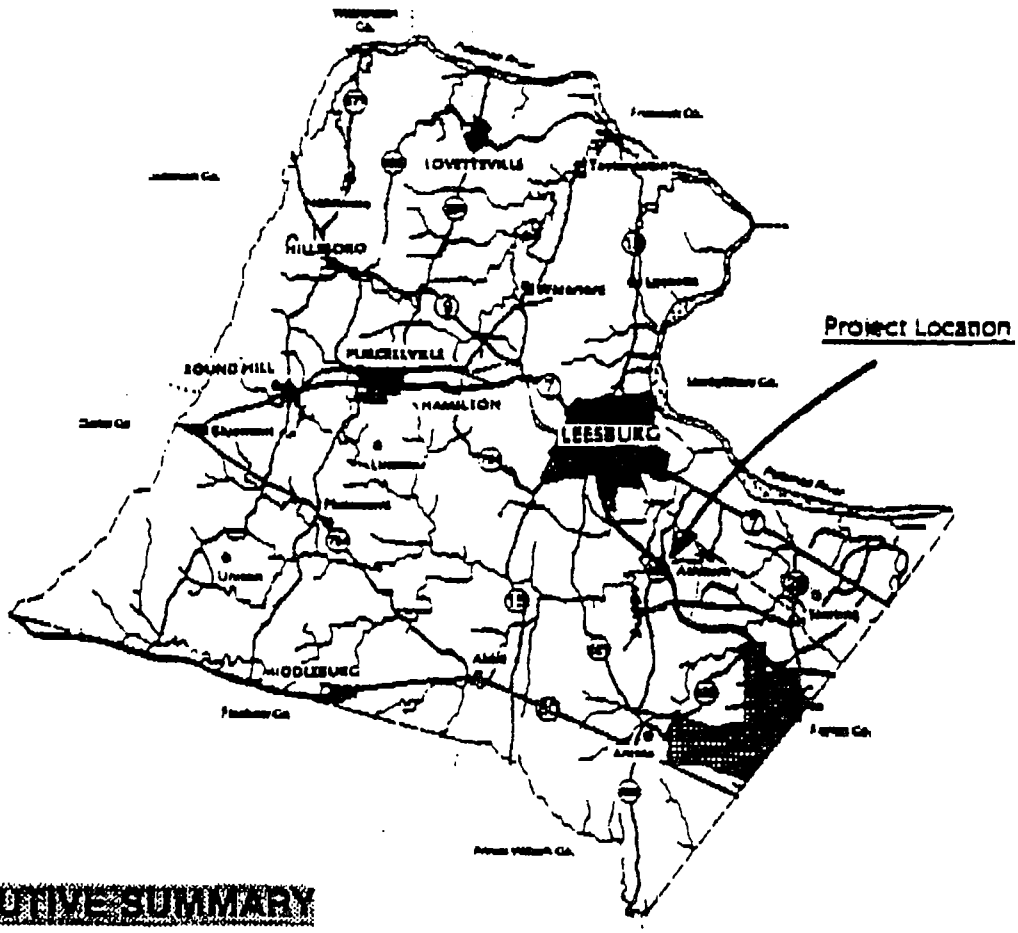
Approved 7/7/93 by BOS

COUNTY of LOUDOUN

DEPARTMENT OF PLANNING
STAFF REPORT

BOARD OF SUPERVISORS/PLANNING COMMISSION JOINT PUBLIC HEARING

DATE OF HEARING: July 7, 1993
CASE NUMBER/CASE NAME: SPEX 1993-0008, DULLES TOLL ROAD EXTENDED
ELECTION DISTRICT: MERCER AND DULLES **PROJECT PLANNER: VAN ARMSTRONG**



EXECUTIVE SUMMARY

The Toll Road Corporation of Virginia (TRCV) has submitted a special exception application to request re-approval of a 14.3 mile private toll road proposal. The Dulles Toll Road Extended (DTRE) will extend from Washington Dulles International Airport to Leesburg. The application has been reviewed for general conformity to the County's Comprehensive Plan and Zoning Ordinance and found to comply. Staff and the applicant have agreed to modify a limited number of the original conditions of the previous Toll Road Special Exception (SPEX 1990-0015) for purposes of updated agreements. Staff recommends approval of the special exception subject to conditions, and with a finance closing and construction start date of October 1, 1993.

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BACKGROUND

The original Dulles Toll Road Extended application was approved on September 19, 1990 by the Board of Supervisors under Special Exception 1990-0015. Thirty-three conditions of approval were imposed by the Board of Supervisors and accepted by the applicant, the Toll Road Corporation of Virginia.

Condition #32 of the special exception placed a time certain for acquiring the right-of-way for the Toll Road and is stated below:

> *This special exception and its conditions are binding on TRCV, its successors and assigns, shall be null and void in the event that TRCV fails to acquire all necessary rights-of-way, including MWAA right-of-way, prior to September 1, 1991.*

Through a series of timeline extensions, the County modified Condition #32 to permit the applicant to obtain financing of the project. The last timeline extension was granted to June 1, 1993 at which time the applicant had not obtained all necessary right-of-ways for the Toll Road alignment. Therefore, Special Exception 1990-0015 is officially null and void. This new application requests to reestablish the TRCV's permit for a private toll road.

GENERAL AREAS OF CONCERN

There is one specific area of concern that remains with this application. The Planning Commission and Board of Supervisors may wish to discuss this item with the applicant and staff at the public hearing:

> That adequate assurance be provided by TRCV that the Toll Road can accommodate future rail station sites.

CONDITIONS

1. During the construction plan and profile preparation for each geographical phase, the landscaping and buffering plan submitted as part of the Special Exception application will be used, along with other detailed site information to be provided per the terms of the Implementation Agreement. The areas will be planted with:

    a. A minimum of three *(3)* trees *(minimum 6 feet in height)* Per 30 lineal feet with mixture of 75% evergreen and 25% deciduous species native to the region. In addition, when development is adjacent to existing single family

dwellings, two *(2)* additional trees *(total 5 per 30 lineal feet)* shall be included. Such additional plantings shall be evergreen and a minimum of six *(6)* feet at planted height.

b. Earth berms will be planted with turf and/or evergreen ground cover. The shapes will depend upon the shape of shoulder and ROW edge conditions.

c. Larger berms and/or fences may be used where the topography of land requires the use of larger noise abatement features or retaining walls.

d. Existing trees to be preserved, outside the ROW at temporary construction and yard locations will be identified and flagged in the field prior to clearing, and a replanting scheme for trees to be relocated or removed will be provided on the detailed construction drawings.

2. Site plans, including lighting plans, shall be submitted for any maintenance facility structures, the proposed Administrative Toll Facility building and Toll booths prior to any construction of any such permanent facilities. Site plans will <u>not</u> be submitted for the DTRE roadway and temporary or permanent road improvements.

3. The applicant shall provide at a minimum for one-to-one acreage replacement of trees in forested areas to be cleared outside of the Dulles Toll Road right-of-way. Replacement trees shall be similar in quality to those cleared except for cleared trees which are diseased, damaged, dead, ailanthus, etc. These cleared trees shall be replaced with other desirable native species. The State Forester shall approve the replacement trees.

4. Floodplain studies shall be performed, by TRCV, for <u>all</u> affected floodplains east and west of Route 659. Minor floodplains where affected by construction activity shall be evaluated along with major floodplains. Floodplain studies previously prepared, which are on file at the County, will satisfy this condition unless they are incomplete. Hydraulic calculations for Broad Run as well as other water sheds shall be provided.

5. A Floodplain Alteration Application *(FPAL)* shall be submitted for the twelve proposed stream crossings. Permits for Land Disturbing Activities will not be approved for grading in the Floodplain limits until the FPAL has been approved. It is envisioned that Permits for Land Disturbing Activities may be prepared and issued for areas outside the limits of the Floodplain, if the FPAL is not approved at that time.

6. The proposed cul-de-sac for Route 643 near station 420 shall be relocated to an area outside the current floodplain limits.

7. Temporary stream crossings shall be removed and the floodplain area restored to original topography and ground cover as soon as construction is complete or as specified in the Virginia Sediment Erosion Control Manual. The applicant shall submit a *"record drawing"* showing pre-disturbance two foot contour topography for the temporary floodplain crossings prior to issuance of a permit for a Land Disturbing Activity. A post-construction, certified, two-foot contour topographic plat at 1" = 200' scale showing temporary floodplain crossing areas restored to original topography shall be submitted prior to bond release. The record drawing will reflect actual conditions within 0.5 feet ± tolerance from approved plan condition.

8. Modifications and crossings of perennial streams shall conform to standards found in the BMP Handbook for Hydrologic Modification published by the State Water Control Board.

9. TRCV will prepare and submit the proposed wetlands mitigation sites for the Corps Of Engineers *(COE)* and interagency review and the County will be provided a copy for review. The approved COE interagency mitigation plan shall be a contingency for the permit required for the land disturbing activity.

10. Sediment and erosion control plans shall be submitted as a part of, or prior to, the construction plans and profiles and shall be approved prior to issuance of permits for Land Disturbing Activities. Erosion and sediment control shall be provided in strict conformance with the Virginia Erosion and Sediment Control Handbook and the BMP Handbook for Hydrologic Modification both published by the State Water Control Board.

11. A comprehensive water quality management plan, incorporating BMP's, shall be provided for on-site improvements in accordance with the handbook Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMP's published by the State Water Control Board. The Water Quality Management Plan shall address water quality issues, potential impacts from vehicular pollutants *(oil, gas, grease and de-icing measures)* that wash off the roadway and shall consider and propose mitigation measures to improve the conditions. These criteria shall also apply to all permanent and temporary construction. As part of the water quality management plan the TRCV shall provide *"an adequate receiving channel"* for increased runoff as defined in CG-7 of the Virginia Erosion and Sediment Control Criteria as an interim measure. Increased stormwater runoff from this project shall be detained to existing levels as the surrounding developments are

built.

12. Temporary pump and haul sewage permits shall be acquired for toll booth locations. Legal documents must be drafted and signed by the TRCV, Loudoun County and the Commissioner of Health, if the pump and haul system is used.

13. The TRCV shall provide information on the location of all existing on-site water supplies, sewage disposal systems and underground storage tanks. All known locations will be shown on Subdivision Waiver Plats. TRCV shall obtain the necessary permits for their removal and proper abandonment.

14. Methods of disposing of debris and junk from construction shall initially be identified prior to issuance of permits for Land Disturbing Activities. Disposal shall not be totally dependent upon the County's landfill operation and shall be in accordance with the Implementation Agreement.

15. Temporarily disturbed areas outside of the toll road right-of-way shall be restored to pre-alteration contours or at the discretion of the property owner left at its temporary state *(within 0.5 feet ± tolerance from existing condition shown on the plan or so that site will drain).* In any event, the area must be stabilized and a record drawing indicating final contours shall be submitted to the County.

16. An in-stream monitoring program for Goose Creek shall be developed to monitor, in part, turbidity levels in the stream while construction is underway. This program shall be submitted to staff for review and approval prior to issuance of permits for Land Disturbing Activities for land located on each side of Goose Creek.

17. The applicant shall perform only minimum clearing and grading in the sensitive slope areas identified in this report. Ground cover shall be maintained or re-established as soon as possible after disturbance.

18. Any relocation of or improvements to existing utilities due to the DTRE shall be the responsibility of TRCV *(responsibilities include design, construction and easement expenses).*

19. The TRCV shall cooperate with the Loudoun County Sanitation Authority in providing sleeves for future water and sewer main extensions across the DTRE right-of-way to be installed at various locations.

20. TRCV shall submit a slope stability analysis to the Department of Engineering to show that major cut and fill slopes are stable and will not fail.

21. TRCV shall submit to the County for review and approval, a proposed plan of intended field construction operations for the DTRE. The plan shall include, but not be limited to: hours of operation, proposed measures to mitigate construction noise, dust, drilling, blasting, and various public safety measures. This plan shall be reviewed and approved by Loudoun County prior to issuance of permits for any Land Disturbing Activities. This subject shall be in accordance with the requirements of the Implementation Agreement.

22. Objectionable noise producing operations *(i.e., batching plant, rock crushing pug mill plant operations)* shall be located away from the residential uses. A site plan indicating the specific location and details of these activities shall be submitted and approved by the County prior to operation or construction of such facilities. It should be noted that these proposed locations are shown on TRCV's Special Exception plat for informational purposes and the County reserves the right of approval of these at the site plan stage. These operations are temporary and will be maintained in accordance with the requirements of the Implementation Agreement.

23. TRCV shall submit construction traffic routing plans to the County prior to the approval or issuance of permits for Land Disturbing Activities. The TRCV shall continue to work with the County to develop acceptable construction traffic routing plans throughout the life of the project.

24. The design of the Dulles Toll Road Extension shall accommodate a six-lane roadway and a 2-track rail *(mass transit)* system within the right-of-way provided by TRCV.

25. The existing road network shall not be disrupted, degraded, or severed by the Toll Road unless such impacts are offset by other improvements provided by TRCV. All property owners with land contiguous to the DTRE right-of-way shall be provided uninterrupted access to their land, except as shown on the Special Exception application plat for changes at Route 643.

26. The location and design of all initial and future proposed interchanges, that TRCV is required to construct, shall be in accordance with the Comprehensive Agreement. All transportation improvements shall be provided by TRCV in accordance with the Level of Service (LOS) requirement outlined in the Comprehensive Agreement. TRCV shall cooperate with the County and VDOT on the development of the DTRE Corridor Study on the ultimate design of the Roadway, interchanges and parallel road network.

27. When crossings of the TRCV right-of-way by secondary roads have received all required governmental approvals. TRCV shall accommodate such crossings. Unless subsequently approved, TRCV shall not be required to incur any costs in connection with construction, operation or maintenance of crossings not identified as initial or future improvements in the Comprehensive Agreement or conveyance agreements.

28. Within the initial phase of construction, the TRCV shall construct Route 606 within the limits of the DTRE right-of-way as a four lane roadway.

29. The TRCV shall establish a Leesburg local *"hotline"* telephone number for receipt of complaints regarding construction noise, vibration, odors, heat, glare, and other public safety or nuisance items. Citizens concerns and complaints shall be received by TRCV, documented and responded to within a timely manner. Resolution action shall be taken and noted. The TRCV shall administer this system with resolution measures being in accordance with the terms of the Implementation Agreement.

30. Future modifications, alterations and improvements to the DTRE within the DTRE ROW required by Article VIII of the Comprehensive Agreement *(CA)* or Section 56-543-B.2. of the Virginia Highway Corporation Acto of 1988, including improvements necessary to maintain the levels of service specified in Article VIII of the CA, amy be financed through additional borrowing by TRCV. These borrowings may be secured by pledges of anticipated revenues. The rights of the initial investors in the project *(including the right of equity investors to a return on the reinvested earnings account referred to in the financial plan for the project approved by the State Corporation Commission)* will be subordinate to the TRCV's obligation to make such required future improvements and to finance such improvements by pledging future revenues.

31. An Implementation Agreement addressing landscaping and buffering, methods of disposing construction debris and construction operation shall be established and approved as part of this Special Exception application.

32. This special excpetion and its conditions are binding on TRCV, its successors and assigns, and shall be null and void in the event that TRCV fails to close on financing and commence construction (and diligently pursue construction thereafter) prior to October 1, 1993.

33. Initial construction of the DTRE shall be in substanial conformance with the plans as submitted with this special exception. Provided initial construction of the Route 607 interchange, including a loop ramp in the southwest quadrant shall be in substantial conformance with the landowner agreements and staff recommendations as reflected in the September 17, 1990 memorandum from William W. Wiggins to Philip A. Bolen. TRCV shall work to incorporate these matters in the Comprehensive Agreement. Deferral of improvements from the initial construction program as outlined in the August 21, August 27 and September 17, 1990 correspondence from TRCV to VDOT, or deferral of any additional or alternative improvements, must be specifically approved by the Board of Supervisors.

34. All necessary subdivision plats for creation of the DTRE right-of-way within Loudoun County shall, upon approval, be signed by Loudoun County with the following statement placed next to the signature block: "SPEX 1990-0015 has been superseded by SPEX 1993-0008 and its binding conditions of approval." Not withstanding the foregoing, any plats or plans previously prepared and submitted which reference SPEX 1990-0015, shall continue to be valid and processed under this SPEX 1993-0008.

REFERRAL AGENCY COMMENTS/STAFF ANALYSIS

COMPREHENSIVE PLAN CONFORMANCE

The Toll Road right-of-way is governed by the Choices and Changes General Plan. The road traverses Phase I and III of the Eastern Urban Growth Area and is governed by these policies. The Plan recognizes the Toll Road alignment as a major arterial to serve existing and future develop in the Eastern Urban Growth Areas. Staff finds the Toll Road application to be in full conformance with the County Comprehensive Plan.

ZONING ORDINANCE COMPLIANCE

Since this special exception application was accepted prior to adoption of the New 1993 Zoning Ordinance, SPEX 1993-0008 will be governed by the 1972 Zoning Ordinance. Staff finds that the application is in general conformance with the 1972 Zoning Ordinance subject to the recommended conditions for approval.

Attachment 5 contains the original conditions of Special Exception 1990-0015. The status

of a majority of these conditions is that they have either been complied with or that they are required to be met during or after construction of the Toll Road.

Staff and the applicant have discussed revising or adding a few conditions of SPEX 1990-0015 that are recommended to be a part of any approval granted for this new special exception.

The following changes are discussed.

Original Condition #28:

The applicant has agreed to construct the four-lane section for Route 606 within the limits of the DTRE right-of-way in its initial phase of construction as opposed to an initial two lanes. The County and VDOT have committed to reconstruction of Route 606 by having funds allocated and construction plans designed. Staff recommends that Condition 28 be revised to state this agreement and delete the remaining statements regarding two lane construction and timing with the VDOT reconstruction.

Original Condition #32:

As described earlier, Condition 32 required acquisition of all necessary right-of-way for the Toll Road prior to June 1, 1993. After discussion with the applicant, staff recommends that a new deadline be established for October 1, 1993. Further, staff and TRCV have agreed on language which ties the new deadline to financing and commencement of construction similar to that used by other public agencies.

New Condition #34:

A new condition has been proposed by staff and the applicant requiring that an additional note be placed on all right-of-way subdivision plats that references the new special exception 1993-0008 and related conditions. This note is necessary since all the subdivision plats currently reference the previous special exception 1990-0015, which is now null and void.

New Condition #35:

The applicant has requested an additional condition that would absolve TRCV from any responsibility to performance of proffered obligations by others. This proposed condition would apply to rezoned properties (i.e. Ashburn Farm, Loudoun Parkway Center) that are providing right-of-way for the Toll Road and which are subject to proffers. The applicant

is concerned that TRCV or its successors or assigns could be legally tied to performance of these proffers if the rezoned property owners did not fulfill the proffered obligations.

The County Attorney has been consulted on this request and is not supportive of such a condition, nor feels that such a condition is appropriate for this application. Staff has therefore not included this requested condition as part of the staff recommendation. However, staff and the applicant will resolve this issue in the context of the Implementation Agreement.

Mass Transit (Condition #24)

It is the County's policy to facilitate and encourage mass transit rail in the median of the DTRE. This policy is reflected in Condition #24 of SPEX 1990-0015 and in a resolution adopted by the Board of Supervisors on March 31, 1992. The policy can be implemented by making provisions in the DTRE design for one possible rail station northwest of the Dulles Airport in the vicinity of the Route 606 Interchange. The County is interested in working with TRCV to better implement these policies in the DTRE design. The applicant should work with the County to assure accommodation of future rail station sites.

In review of Condition #24, staff notes that this condition limits mass transit to a "2-track light rail." Staff finds that it may be premature to limit the availability of rail to a light rail status versus heavy rail. Staff therefore recommends that the word "light" be deleted from Condition #24.

CRITERIA FOR SPECIAL EXCEPTIONS

Sections 1211.5 and 1211.6 of the Zoning Ordinance establish criteria for evaluating special exception requests. In general, special exception uses tend to have the potential to be incompatible with typical uses permitted by right within a district.

Staff has reviewed this request with respect to the special exception criteria listed below and finds the proposal, with appropriate conditions, in compliance with County standards and policies.

Standard: To preserve the agricultural character of the County, and to discourage the inappropriate location of non-farm uses in agricultural areas.

Analysis: The proposed use does not appear to be inappropriate with regard to the agricultural nature of the County.

Analysis: The proposed use will not impact the groundwater supply in this area. Appropriate floodplain studies and storm water management designs have been or will be completed.

Standard: To prevent high population density on soils that are incapable of providing adequate water supply, or of meeting proper sanitary requirements for sewage disposal.

Analysis: The proposed uses will not encourage high population densities on poor soils and is primarily located in areas with available public sewer and water.

Standard: To protect against the overcrowding of land and undue density of population in relation to the community facilities existing or available.

Analysis: The proposed use will not impact community facilities because it will not generate a population density increase, and will provide improved access to approved developments.

Standard: To facilitate orderly highway development and transportation, and lessen traffic hazards and congestion.

Analysis: The proposed use is intended to facilitate orderly highway development and lessen traffic hazards and congestion.

Standard: To protect residential sections from unnecessary traffic, fire hazards, noise, noxious fumes, or offensive odors and other unwholesome conditions and influences.

Analysis: The proposed use should not create any unwholesome conditions or influences adjoining residential properties due to required landscaping and set backs.

Standard: The proposed use at the specified location shall be in harmony with the policies embodied in the adopted comprehensive plan.

Analysis: The proposed use generally conforms to the adopted policies of the General Plan.

Standard: The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

Standard: The proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

Analysis: The proposed use meets the requirements as provided for in the 1972 Zoning Ordinance.

Standard: The proposed use shall be such that it will not adversely affect the use or development of neighboring properties in accordance with the applicable zoning district regulations and the applicable provisions of the adopted comprehensive plan. The location, size and height of buildings, structures, walls and fences, and the nature and extent of screening, buffering and landscaping shall be such the the use will not hinder or discourage the appropriate development and use of adjacent or nearby land and/or buildings or impair the value thereof.

Analysis: The proposed use should not adversely affect the use or development of neighboring properties.

RECOMMENDATION

Staff recommends approval of Special Exception 1993-0008, Dulles Toll Road Extended, subject to the conditions and findings contained in the July 7, 1993 staff report.

FINDINGS

1. The application conforms to the goals and policies established in the Choices and Changes General Plan.
2. The application conforms to the standards established in the Zoning Ordinance Section 1211.5.
3. The application conforms to the applicable requirements of the 1972 Zoning Ordinance.

PLANNING COMMISSION SAMPLE MOTION

I move that the Planning Commission forward Special Exception 1993-0008, Dulles Toll Road Extended to the Board of Supervisors with a favorable recommendation, subject to the conditions and findings contained in the July 7, 1993 staff report.

BOARD OF SUPERVISORS SAMPLE MOTION

I move that the Board of Supervisors forward Special Exception 1993-0008, Dulles Toll Road Extended to the July 21, 1993 Board Business meeting for action.

OR

I move suspension of the rules.

AND

I move that the Board of Supervisors approve Special Exception 1993-0008, Dulles Toll Road Extended subject to the conditions and findings of the July 7, 1993 staff report.

ATTACHMENTS

1. Vicinity Map
2. Application Information
3. Disclosure of Real Parties In Interest Form(s)
4. Applicant's Statement of Justification
5. SPEX 1990-0015 Conditions of Approval
6. Special Exception Plat

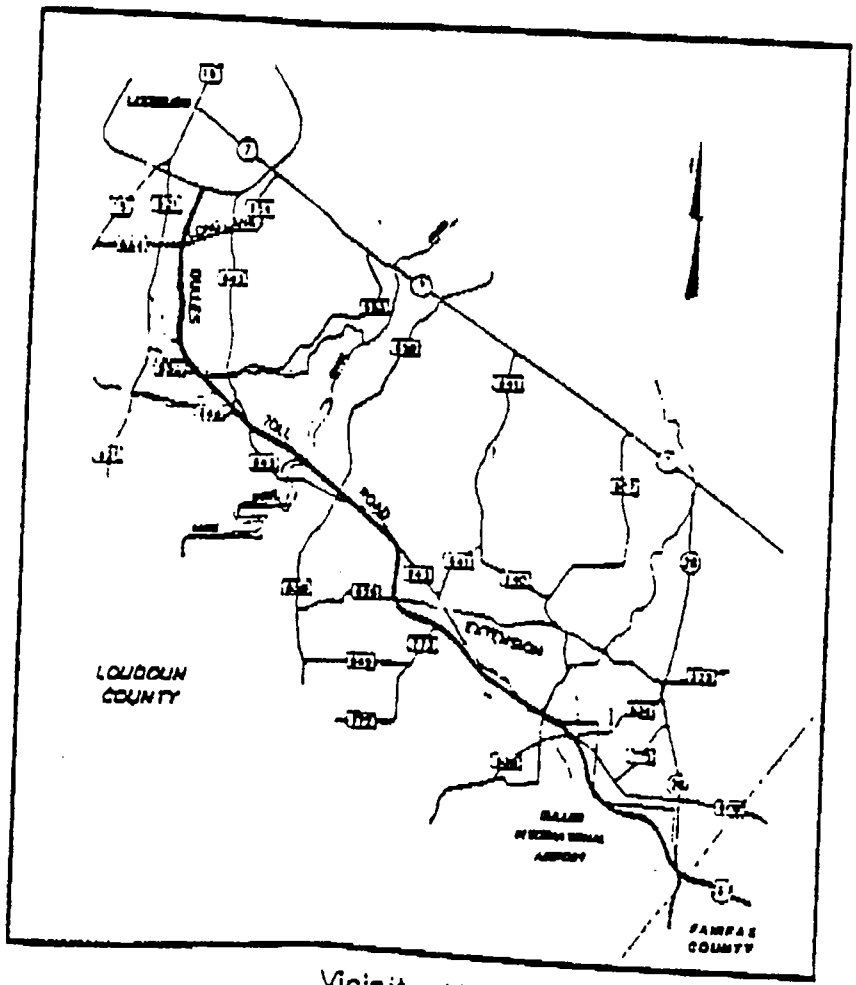
DTRE
7/7/93

DULLES TOLL ROAD
(RTE. 267) EXTENSION
PRELIMINARY PLAN

TITLE

EXCHANGE TRAFFIC ANALYSIS

TOTAL SHEETS



Vicinity Map
(NOT TO SCALE)

REVISED
5-4-89

REVISIONS TO SHEETS 8, 11, 13 AND 16 WERE MADE JUNE 4, 1991, BASED ON COORDINATION WITH VDOT, LANDOWNERS

AVIS) & TOLL OPERATIONS:

ATTACHMENT 1

TOLL ROAD CORR

A1

APPLICANT	Toll Road Corporation of Virginia (TRCV) 109 Carpenter Drive, Suite 200 Sterling, Virginia 20164
REPRESENTATIVE	Shaw, Pittman, Potts & Trowbridge Robert M. Gordon 201 Liberty Street Leesburg, Virginia 22075
APPLICANT'S PROPOSAL/ REQUEST	Special Exception for private toll road - public utility/local government use
LOCATION	From existing Dulles Toll Road to Route 15/Route 7 bypass in Town of Leesburg
TAX MAP/ PARCEL #	Tax Map 48, Parcels 65B, 66, 66A, 72B, and 73; Tax Map 48, ((25)) Parcels C1; Tax Map 60, Parcels 7B, 7D, 39, 40, 53, 54, 55, 56, 56B, and 57; Tax Map 61, Parcels 13, 15 and 16; Tax Map 78, Parcels 4, 7, 26, 27, 49, 53, 54, and 55; Tax Map 78, ((1)) Parcel 1; Tax Map 79, Parcels 3, 18A and 25; Tax Map 79, ((2)) Parcels 1 and 2; Tax Map 79D, ((6)) Parcel B; Tax Map 79D, ((5)) Parcel A; Tax Map 93, Parcels 3, 5, 6 and 13; Tax Map 94, Parcel 19E1; Tax Map 94, ((2)) Parcel A; Tax Map 94, ((14)) Parcels A and B; and Tax Map 94, ((21)) Parcel B
ZONING	A3, R-1, PD-IP, PD-OP, PD-GI, PD-H24, and PD-RDP
DECISION DEADLINE	September 12, 1993

ATTACHMENT #2

DTRE
7/7/93

DISCLOSURE OF REAL PARTIES IN INTEREST

A. DIRECTIONS:

1. All applicants for zoning map amendment petitions, special exceptions, and variances shall complete Section B of this form entitled *"Mandatory Disclosures"*.

2. All applicants for zoning map amendment petitions, special exceptions, and variances are requested, but not required, to complete Section C of this form entitled *"Voluntary Disclosures."* No application will be rejected for applicant's failure to complete Section C.

3. All applicants for zoning map amendment petitions, special exceptions, and variances are required to keep the required information under Section B.1. current at all times during the processing of the application.

4. If additional space is needed to complete this form, the applicant may attach a separate sheet of paper to the back of this form.

B. MANDATORY DISCLOSURES:

1. ***NAMES AND ADDRESSES OF REAL PARTIES IN INTEREST***

The following constitutes a listing of names and addresses of all real parties in interest* in the real estate which is the subject of this application, including the names and addresses of all persons who hold a beneficial interest in the subject property:

NAME	*ADDRESS*
See Attachment - "Disclosure Exhibit"	

* **NOTE:** *As used in this section "real parties in interest" shall include all sole or joint property owners, parties who have a legal interest in the protection of the property such as a trustee or executor, parties who have an equitable or beneficial interest in the property, such as beneficiaries of a trust, and, in the case of corporations, all stockholders, officers, and directors. The requirement of listing names of stockholders, officers, and directors shall not apply to a corporation whose stock is traded on a national or local stock exchange and having more than 500 shareholders.*

ATTACHMENT 3

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DISCLOSURE EXHIBIT

DISCLOSURE OF REAL PARTIES IN INTEREST

B. Mandatory Disclosures

1. Names and Addresses of Real Parties in Interest

VTRC Holdings, Inc.

Shareholders of VTRC Holdings, Inc. ("VTRC") are:

Lochnau. Ltd.
P.O. Box 790
Purcellville, VA 22132

Magalen O. Bryant
Locust Hill Farm
P.O. Box 247
Middleburg, VA 22117

American Security Capital Corporation
American Security Corporation
Attn: Steven M. Spivey
P.O. Box 987
Baltimore, MD 21203

Ralph L. Stanley
Bechtel Enterprises
50 Beale Street
San Francisco, CA 94105

John R. Reilly
c/o Robert F. Donnelly, Jr.
Walsh, Clemins
4020 University Drive, Suite 200
Fairfax, VA 22030-6802

Kiewit Eastern, Co.
6797 Dorsey Road
Baltimore, MD 21227

Michael R. Crane
P. O. Box 790
Purcellville, VA 22132

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J. C. O. Bryant
Atlantic Computing
8825 Centreville Road
Manassas, VA 22110

Natalie Willard Crane
c/o Michael R. Crane
P.O. Box 790
Purcellville, VA 22132

Kristiane W. Rose
Locust Hill Farm
P. O. Box 247
Middleburg, VA 22117

Edith M. Freels
4243 Arline Parkway
Chantilly, VA 22021

David J. Wahl
4805 N. Rockspring Road
Arlington, VA 22207

Officers of VTRC Holdings, Inc.:

Michael R. Crane	Chairman, CEO
Kristiane W. Rose	Secretary

Officers of Toll Road Corporation of Virginia ("TRCV")

Michael R. Crane	Chairman, CEO
Kristiane W. Rose	Secretary
Charles E. Williams	Chief Operating Officer (TRCV)

Business address is: 109 Carpenter Drive, Suite 200
Sterling, VA 20164

Directors of VTRC are:

Paul A. Barber
61 Pierrepont Street
Brooklyn Heights, NY 11201

John C. O. Bryant
Atlantic Computing
8825 Centreville Road
Manassas, VA 22110

Michael R. Crane
Chairman & CEO
P. O. Box 790
Purcellville, VA 22132

W. Carey Crane
P. O. Box 790
Purcellville, VA 22132

W. Ian Laird
Charles Road
Mt. Kisco, NY 10549

Gilbert K. Rose
Tara Wildlife Management & Services
6791 Eagle Lakes Shores
Vicksburg, MS 39180

Kristiane W. Rose
Secretary
Locust Hill Farm
P.O. Box 247
Middleburg, VA 22117

Timothy F. Sutheriand
C. C. Pace Resources
4375 Fair Lakes Court, Suite 2000
Fairfax, VA 22033-4234

Directors of TRCV are:

Paul A. Barber
(Listed under VTRC)

John C. O. Bryant
(Listed under VTRC)

Michael R. Crane
Chairman & CEO
(Listed under VTRC)

W. Carey Crane
(Listed under VTRC)

Dr. James Davis
Shenandoah University
1460 College Drive
Winchester,VA 22601

W. Ian Laird
(Listed under VTRC)

Gilbert K. Rose
(Listed under VTRC)

Kristiane W. Rose
Secretary
(Listed under VTRC)

Timothy F. Sutherland
(Listed under VTRC)

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DTRE
7/7/93

SPECIAL EXCEPTION APPLICATION
DULLES TOLL ROAD EXTENDED
TOLL ROAD CORPORATION OF VIRGINIA

Proposal

The Toll Road Corporation of Virginia (TRCV) requests to renew its special exception approval for public utility/governmental use to permit construction of a private toll road facility which will extend approximately 14.3 miles west from the existing Dulles Toll Road (Route 267) terminus at Route 28 to the Route 7/Route 15 Bypass within the Town of Leesburg. The DTRE right-of-way is located within the A-3 (Agricultural-Residential), R-1 (Residential), PD-GI (Planned Development - General Industrial), PD-IP (Planned Development - Industrial Park), PD-OP (Planned Development - Office Park) and PD-RDP (Planned Development - Research and Development Park) zoning districts.

Background

The TRCV previously received approval for the DTRE in September 1990 when Loudoun County granted conditional approval of Special Exception 1990-0015 and Commission Permit 1990-0004. Since that time TRCV has worked extensively with the County and VDOT to finalizing the design and engineering of the roadway, in addition to processing subdivision waiver plats and negotiating necessary right-of-way, floodplain and easement agreements with affected property owners. At this time, there are numerous executed and finalized documents being held in escrow for closing at such time as financing for the project is in place.

In light of this progress, however, given the unique nature of the DTRE project, an extended timeframe has been required for TRCV to secure and finalize financing for the project. The County has accommodated the DTRE project and has granted a number of timeline extensions for Special Exception 1990-0015, the most recent extension having expired on June 1, 1993. TRCV is committed to and is actively working to complete the financing arrangements in order to achieve closing for the right-of-way and commence immediate construction.

Justification

Construction of the DTRE has previously received detailed review, consideration and approval by the County as evidenced by the prior approval of SPEX 1990-0015 and CMPT 1990-0004. The proposed use conforms to the standards of section 1211.5 of the Zoning Ordinance, as follows:

ATTACHMENT 4

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- The proposed use will not detract from the preservation of the agricultural character of the County, nor will it encourage the inappropriate conversion of nonfarm uses. The proposes use will be located primarily in the planned urbanizing portions of the County near Dulles Airport and the Town of Leesburg.

- The proposed use will not negatively affect critical ground water supplies or recharge areas. The proposed use has undergone extensive floodplain, stormwater management and environmental evaluation by County, State and Federal agencies.

- The proposed use is located in an urbanizing area planned for public utilities and will not encourage high population densities on poor soils incapable of providing adequate water and sanitary sewage disposal.

- The proposed use will not encourage overcrowding of land and undue population density. The proposed use is planned to as part of the County's eastern urban growth area and will provide expanded highway facilities and capacity to serve already approved development densities.

- The proposed use will facilitate orderly highway development and reduce congestion by providing a major controlled access arterial expressway which will increase the capacity and efficiency of the transportation system in the developing eastern portion of the County.

- The proposed use, through required mitigation measures, will not impact residential section due to noise, increased traffic, fire hazards or noxious fumes or odors.

- The proposed use is in harmony with the polices of the County comprehensive plan which specifically plans for and depends upon the construction of the DTRE to accommodate planned and approved growth.

- The proposed use is consistent with the general purpose and intent of the Zoning Ordinance which provides for development of such roadway facilities which serve a public need.

- The proposed use will not adversely affect the use or development of neighboring properties given the mitigation measures and agreements required as part of the use approval.

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Conclusion

TRCV hereby requests approval of this Special Exception for a private toll road facility subject, generally, to the same conditions previously imposed by SPEX 1990-0015 (see Attachment 1), and with the following proposed revised or additional conditions:

Revised Condition

#32 This special exception and its conditions are binding on TRCV, its successors and assigns, and shall be null and void in the event that TRCV fails to acquire all the necessary right-of-way, including MWAA right-of-way, prior to December 1, 1993. For these purposes, TRCV shall be deemed to have "acquired" right-of-way if all necessary right-of-way has been acquired by TRCV, its successors and assigns, in fee simple or if condemnation proceedings have been initiated by the County of Loudoun or the Commonwealth of Virginia with respect to those parcels of necessary right-of-way which the TRCV has been unable to acquire by voluntary purchase and sale.

New Conditions

#34 All necessary subdivision plats for creation of the DTRE right-of-way within Loudoun County shall, upon approval, be signed by Loudoun County with the following statement placed next to the signature block: "SPEX 1990-0015 has been superseded by SPEX 1993-____ and its binding conditions of approval." Not withstanding the foregoing, any plats or plans previously prepared and submitted which reference SPEX 1990-0015, shall continue to be valid and processed under this SPEX 1993-____.

#35 Notwithstanding that the DTRE right-of-way extends through properties that are the subject of proffered rezonings, neither TRCV nor its successors and assigns shall be responsible for the performance of the obligations proffered by others with respect to any such rezonings. To the contrary, the TRCV's obligations shall be solely as set forth in these conditions and in such other land development applications or agreements as may have been or may be entered into by TRCV or its successors and assigns.

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DTRE
7/7/93

Attachment 1

[redacted]

1. During the construction plan and profile preparation for each geographical phase, the landscaping and buffering plan submitted as part of the Special Exception application will be used, along with other detailed site information to be provided per the terms of the Implementation Agreement. The areas will be planted with:

   a. A minimum of three *(3)* trees *(minimum 6 feet in height)* Per 30 lineal feet with mixture of 75% evergreen and 25% deciduous species native to the region. In addition, when development is adjacent to existing single family dwellings, two *(2)* additional trees *(total 5 per 30 lineal feet)* shall be included. Such additional plantings shall be evergreen and a minimum of six *(6)* feet at planted height.

   b. Earth berms will be planted with turf and/or evergreen ground cover. The shapes will depend upon the shape of shoulder and ROW edge conditions.

   c. Larger berms and/or fences may be used where the topography of land requires the use of larger noise abatement features or retaining walls.

   d. Existing trees to be preserved, outside the ROW at temporary construction and yard locations will be identified and flagged in the field prior to clearing, and a replanting scheme for trees to be relocated or removed will be provided on the detailed construction drawings.

2. Site plans, including lighting plans, shall be submitted for any maintenance facility structures, the proposed Administrative Toll Facility building and Toll booths prior to any construction of any such permanent facilities. Site plans will not be submitted for the DTRE roadway and temporary or permanent road improvements.

3. The applicant shall provide at a minimum for one-to-one acreage replacement of trees in forested areas to be cleared outside of the Dulles Toll Road right-of-way. Replacement trees shall be similar in quality to those cleared except for cleared trees which are diseased, damaged, dead, ailanthus, etc. These cleared trees shall be replaced with other desirable native species. The State Forester shall approve the replacement trees.

4. Floodplain studies shall be performed, by TRCV, for all affected floodplains east and west of Route 659. Minor floodplains where affected by construction activity shall be evaluated along with major floodplains. Floodplain studies previously prepared, which are on file at the County, will satisfy this condition unless they are incomplete. Hydraulic calculations for Broad Run as well as other water sheds shall be provided.

5. A Floodplain Alteration Application *(FPAL)* shall be submitted for the twelve proposed stream crossings. Permits for Land Disturbing Activities will not be approved for grading in the Floodplain limits until the FPAL has been approved. It is envisioned that Permits for Land Disturbing Activities may be prepared and issued for areas outside the limits of the Floodplain, if the FPAL is not approved at that time.

6. The proposed cul-de-sac for Route 643 near station 420 shall be relocated to an area outside the current floodplain limits.

7. Temporary stream crossings shall be removed and the floodplain area restored to original topography and ground cover as soon as construction is complete or as specified in the Virginia Sediment Erosion Control Manual. The applicant shall submit a *"record drawing"* showing pre-disturbance two foot contour topography for the temporary floodplain crossings prior to issuance of a permit for a Land Disturbing Activity. A post-construction, certified, two-foot contour topographic plat at 1"=200' scale showing temporary floodplain crossing areas restored to original topography shall be submitted prior to bond release. The record drawing will reflect actual conditions within 0.5 feet ± tolerance from approved plan condition.

8. Modifications and crossings of perennial streams shall conform to standards found in the BMP Handbook for Hydrologic Modification published by the State Water Control Board.

9. TRCV will prepare and submit the proposed wetlands mitigation sites for the Corps Of Engineers *(COE)* and interagency review and the County will be provided a copy for review. The approved COE interagency mitigation plan shall be a contingency for the permit required for the land disturbing activity.

10. Sediment and erosion control plans shall be submitted as a part of, or prior to, the construction plans and profiles and shall be approved prior to issuance of permits for Land Disturbing Activities. Erosion and sediment control shall be provided in strict conformance with the Virginia Erosion and Sediment Control Handbook and the BMP Handbook for Hydrologic Modification both published by the State Water Control Board.

11. A comprehensive water quality management plan, incorporating BMP's, shall be provided for on-site improvements in accordance with the handbook Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMP's published by the State Water Control Board. The Water Quality Management Plan shall address water quality issues, potential impacts from vehicular pollutants *(oil, gas, grease and de-icing measures)* that wash off the roadway and shall consider and propose mitigation measures to improve the conditions. These criteria shall also

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apply to all permanent and temporary construction. As part of the water quality management plan the TRCV shall provide *"an adequate receiving channel"* for increased runoff as defined in CG-7 of the Virginia Erosion and Sediment Control Criteria as an interim measure. Increased stormwater runoff from this project shall be detained to existing levels as the surrounding developments are built.

12. Temporary pump and haul sewage permits shall be acquired for toll booth locations. Legal documents must be drafted and signed by the TRCV, Loudoun County and the Commissioner of Health, if the pump and haul system is used.

13. The TRCV shall provide information on the location of all existing on-site water supplies, sewage disposal systems and underground storage tanks. All known locations will be shown on Subdivision Waiver Plats. TRCV shall obtain the necessary permits for their removal and proper abandonment.

14. Methods of disposing of debris and junk from construction shall initially be identified prior to issuance of permits for Land Disturbing Activities. Disposal shall not be totally dependent upon the County's landfill operation and shall be in accordance with the Implementation Agreement.

15. Temporarily disturbed areas outside of the toll road right-of-way shall be restored to pre-alteration contours or at the discretion of the property owner left at its temporary state *(within 0.5 feet ± tolerance from existing condition shown on the plan or so that site will drain)*. In any event, the area must be stabilized and a record drawing indicating final contours shall be submitted to the County.

16. An in-stream monitoring program for Goose Creek shall be developed to monitor, in part, turbidity levels in the stream while construction is underway. This program shall be submitted to staff for review and approval prior to issuance of permits for Land Disturbing Activities for land located on each side of Goose Creek.

17. The applicant shall perform only minimum clearing and grading in the sensitive slope areas identified in this report. Ground cover shall be maintained or re-established as soon as possible after disturbance.

18. Any relocation of or improvements to existing utilities due to the DTRE shall be the responsibility of TRCV *(responsibilities include design, construction and easement expenses)*.

19. The TRCV shall cooperate with the Loudoun County Sanitation Authority in providing

sleeves for future water and sewer main extensions across the DTRE right-of-way to be installed at various locations.

20. TRCV shall submit a slope stability analysis to the Department of Engineering to show that major cut and fill slopes are stable and will not fail.

21. TRCV shall submit to the County for review and approval, a proposed plan of intended field construction operations for the DTRE. The plan shall include, but not be limited to: hours of operation, proposed measures to mitigate construction noise, dust, drilling, blasting, and various public safety measures. This plan shall be reviewed and approved by Loudoun County prior to issuance of permits for any Land Disturbing Activities. This subject shall be in accordance with the requirements of the Implementation Agreement.

22. Objectionable noise producing operations *(i.e., batching plant, rock crushing pug mill plant operations)* shall be located away from the residential uses. A site plan indicating the specific location and details of these activities shall be submitted and approved by the County prior to operation or construction of such facilities. It should be noted that these proposed locations are shown on TRCV's Special Exception plat for informational purposes and the County reserves the right of approval of these at the site plan stage. These operations are temporary and will be maintained in accordance with the requirements of the Implementation Agreement.

23. TRCV shall submit construction traffic routing plans to the County prior to the approval or issuance of permits for Land Disturbing Activities. The TRCV shall continue to work with the County to develop acceptable construction traffic routing plans throughout the life of the project.

24. The design of the Dulles Toll Road Extension shall accommodate a six-lane roadway and a 2-track light rail *(mass transit)* system within the right-of-way provided by TRCV.

25. The existing road network shall not be disrupted, degraded, or severed by the Toll Road unless such impacts are offset by other improvements provided by TRCV. All property owners with land contiguous to the DTRE right-of-way shall be provided uninterrupted access to their land, except as shown on the Special Exception application plat for changes at Route 643.

26. The location and design of all initial and future proposed interchanges, that TRCV is required to construct, shall be in accordance with the Comprehensive Agreement. All transportation improvements shall be provided by TRCV in accordance with the Level of Service *(LOS)* requirement outlined in the Comprehensive Agreement. TRCV shall

cooperate with the County and VDOT on the development of the DTRE Corridor Study on the ultimate design of the roadway, interchanges and parallel road network.

27. When crossings of the TRCV right-of-way by secondary roads have received all required governmental approvals, TRCV shall accommodate such crossings. Unless subsequently approved, TRCV shall not be required to incur any costs in connection with construction, operation or maintenance of crossings not identified as initial or future improvements in the Comprehensive Agreement or conveyance agreements.

~~28.~~ REVISED 4/16/91 TRCV shall include in its initial financing funds for the construction of Route 606 within the limits of the DTRE ROW as a four-lane roadway as shown on PBQ&D Drawing, annexed to the Implementation Agreement as Exhibit 3. TRCV will initially construct a two-lane section for Route 606 within the DTRE ROW as shown on PBQ&D Drawing, a copy of which is annexed to the Implementation Agreement as Exhibit 4. When the County or VDOT or other party undertakes reconstruction of Route 606 as a four-lane roadway between the easterly limit of the DTRE ROW and Route 28, TRCV will expand Route 606 within its ROW to the configuration shown on the PBQ&D Drawing *(Exhibit 3)*. TRCV shall implement such expansion so that it will be completed when the County's reconstruction of Route 606 is completed.

29. The TRCV shall establish a Loudoun local *"hotline"* telephone number for receipt of complaints regarding construction noise, vibration, odors, heat, glare, and other public safety or nuisance items. Citizens concerns and complaints shall be received by TRCV, documented and responded to within a timely manner. Resolution action shall be taken and noted. The TRCV shall administer this system with resolution measures being in accordance with the terms of the Implementation Agreement.

30. Future modifications, alterations and improvements to the DTRE within the DTRE ROW required by Article VIII of the Comprehensive Agreement *(CA)* or Section 56-543-B.2. of the Virginia Highway Corporation Act of 1988, including improvements necessary to maintain the levels of service specified in Article VIII of the CA, may be financed through additional borrowing by TRCV. These borrowings may be secured by pledges of anticipated revenues. The rights of the initial investors in the project *(including the right of equity investors to a return on the reinvested earnings account referred to in the financial plan for the project approved by the State Corporation Commission)* will be subordinate to the TRCV's obligation to make such required future improvements and to finance such improvements by pledging future revenues.

31. An Implementation Agreement addressing landscaping and buffering, methods of disposing construction debris and construction operation shall be established and approved as part

of this Special Exception application.

32. This special exception and its conditions are binding on TRCV, its successors and assigns, and shall be null and void in the event that TRCV fails to acquire all necessary right-of-way, including MWAA right-of-way, prior to September 1, 1991.

33. Initial construction of the DTRE shall be in substantial conformance with the plans as submitted with this special exception. Provided, initial construction of the Route 607 interchange, including a loop ramp in the southwest quadrant, shall be in substantial conformance with the landowner agreements and staff recommendations as reflected in the September 17, 1990 memorandum from William W. Wiggins to Philip A. Bolen. TRCV shall work to incorporate these matters in the Comprehensive Agreement. Deferral of improvements from the initial construction program as outlined in the August 21, August 27 and September 17, 1990 correspondence from TRCV to VDOT, or deferral of any additional or alternative improvements, must be specifically approved by the Board of Supervisors.

LOUDOUN COUNTY, VIRGINIA
Office of the County Administrator

18 North King Street, Leesburg, Virginia 22075-2891
Metro 478-1850 or (703) 777-0200

Philip A. Bolen
County Administrator

At a meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Administration Building, Board of Supervisors' Meeting Room, 18 North King Street, Leesburg, Virginia, on Tuesday, April 16, 1991 at 12:00 noon.

PRESENT: Betty W. Tatum, Chairman
Charles A. Bos, Vice Chairman
Betsey J. S. Brown
James F. Brownell
Thomas S. Dodson
Ann B. Kavanagh
Steve W. Stockman
H. Roger Zurn

RECEIVED
APR 19 1991

IN RE: SPECIAL EXCEPTION 90-0015/DULLES TOLL ROAD EXTENSION/APPROVAL OF TOLL ROAD CORPORATION OF VIRGINIA NEW CONSTRUCTION PROGRAM

Mrs. Kavanagh moved:

WHEREAS, the Toll Road Corporation of Virginia (TRCV) is seeking to finalize the design of the Dulles Toll Road Extension (DTRE) as a part of the Comprehensive Agreement which will be considered by the Commonwealth Transportation Board (CTB) on April 18, 1991; and,

WHEREAS, the County of Loudoun has approved SPEX 90-0015, Special Exception for the DTRE submitted by the TRCV, on September 18, 1990; and,

WHEREAS, SPEX 90-0015 required, by Condition 33, that deferral of any additional or alternative improvements from the initial construction program must be specifically approved by the Board of Supervisors; and

WHEREAS, the TRCV, pursuant to Condition 33, is requesting deferral of seven items contained in the April 8, 1991 letter from the TRCV to Philip A. Bolen; and,

WHEREAS, Condition 33, and other Condition of SPEX 90-0015, remain applicable to any future deferrals to the initial construction program.

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NOW, THEREFORE BE IT RESOLVED, that the County of Loudoun supports the design changes and the deferral items requested by the TRCV:

Route 7/15 Interchange (Trumpet Design)
Route 654 (Long Lane) Bridge (Realignment)
Route 643 and Route 648 Bridge Consolidation
East Spine Road (Route 772) Interchange (Inclusion of Ramps)
MWAA Access (Westbound DTRE Access)
Route 607 and West Spine Road Interchanges (Deferral of Ramps)

as described in the letter of April 8, 1991 and

BE IT FURTHER RESOLVED, that the County of Loudoun supports the design changes from the plans approved with SPEX 90-0015 at:

Route 659 Interchange (Simplified Design)
East Spine Road (Route 772) Interchange (Addition of Loop)
Route 607 Interchange (Addition of Loop)
Route 606 Interchange (Location Shift to East)
Mainline Alignment Shift at Horsepen Run (Realignment)
Route 28 Interchange (Inclusion of Flyover Ramp from northbound Route 28 to westbound DTRE)

as depicted in the concept plans of Dewberry and Davis, Goodkind and O'Dea, Inc. Dulles Toll Road Extension plans, dated April 1991.

BE IT FINALLY RESOLVED, that the County of Loudoun does support deleting the provision for initial financing for the construction of Route 606 within the limits of the DTRE Right-of-way (ROW) as a four lane roadway on the condition that TRCV will finance and construct initially a flyover ramp from northbound Route 28 to westbound DTRE and will not construct any at-grade intersections on Route 28 in conjunction with the DTRE; and further, that TRCV remains obligated to the other requirements of Condition 22 of SPEX 90-0015 as follows:

"TRCV will initially construct a two-lane section for Route 606 within the DTRE ROW as shown on PBQ&D Drawing, a copy of which is annexed to the Implementation Agreement as Exhibit 4. When the County or VDOT or other party undertakes reconstruction of Route 606 as a

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four-lane roadway between the easterly limit of the DTRE ROW and Route 28; TRCV will expand Route 606 within its ROW to the configuration shown on the PBQ&D Drawing (Exhibit 3). TRCV shall implement such expansion so that it will be completed when the County's reconstruction of Route 606 is completed."

Seconded by Mr. Dodson.

Voting on the Motion: Supervisors Tatum, Bos, Brown, Brownell, Dodson, Kavanagh, Stockman and Zurn - Yes; None - No.

A COPY TESTE:

COUNTY ADMINISTRATOR FOR THE
LOUDOUN COUNTY BOARD OF SUPERVISORS

PLM:4/16/91A

Appendix K

MWAA Deed of Easement

Metropolitan Washington Airports Authority

44 Canal Center Plaza
Alexandria, Virginia 22314

JUL 1 3 1993

General Charles E. Williams
Chief Operating Officer
Toll Road Corporation of Virginia
109 Carpenter Drive, Suite 200
Sterling, Virginia 20164

Dear General Williams:

At the end of last month the Toll Road Corporation of Virginia asked for an extension of the deadline for closing set in the Agreement between the Metropolitan Washington Airports Authority and TRCV of July 2, 1992. At that time, TRCV was in the midst of revising its financial model for filing with the State Corporation Commission. Accordingly, the Authority extended the deadline to July 15, 1993, so that staff could review the financial model before granting the full extension you requested.

Since then Loudoun County has granted TRCV a Special Exception with a closing deadline by October 1, 1993. SCC staff is completing its review of the revised financial model and anticipates a favorable order from the Commission itself. We have received a copy of the model, our staff has reviewed it and has no objections.

Accordingly, the Metropolitan Washington Airports Authority agrees to extend the deadline for closing referred to in Section 27 of the Agreement of July 2, 1992, to October 15, 1993, and the deadline for commencement of construction referred to in paragraph 5(a) of Appendix A of the Agreement to November 1, 1993. If this is acceptable to TRCV, please so indicate by signing below (in duplicate) and return one of the originals to me.

Sincerely,

James A. Wilding
General Manager

AGREED:
Toll Road Corporation of Virginia

Charles E. Williams
Chief Operating Officer

JAW:nck

AGREEMENT BETWEEN
THE METROPOLITAN WASHINGTON AIRPORTS AUTHORITY AND
THE TOLL ROAD CORPORATION OF VIRGINIA

THIS AGREEMENT is made this 2 day of July, 1992, by and between the METROPOLITAN WASHINGTON AIRPORTS AUTHORITY (the Authority) and TOLL ROAD CORPORATION OF VIRGINIA, INC., a Virginia public service corporation (TRCV).

WHEREAS, the Authority owns or leases certain properties in Fairfax County and Loudoun County, Virginia, known as the Dulles Airport Access road right-of-way and the Washington Dulles International Airport (the Airport) (collectively, the Airport Property) and possesses sufficient interest in the Airport Property to enter into this Agreement.

WHEREAS, TRCV desires to obtain a sufficient legal interest in the Airport Property in order that TRCV may construct, operate and maintain a highway (the Highway), or provide therefor, over, under, across, within and upon the Airport Property as part of an extension of the Dulles Toll Road (which was constructed within the Dulles Airport Access Road right-of-way and is operated and maintained by the Virginia Department of Transportation), from its present terminus at Virginia Route 28 to a new terminus at Leesburg, Virginia.

WHEREAS, TRCV represents and warrants that it has obtained from the State Corporation Commission of Virginia (SCC), pursuant to the provisions of the Virginia Highway Corporation Act of 1988, Chapter 20, Title 56, Code of Virginia, 1950, as amended (the Highway Act), a certificate of authority (the Certificate of Authority) for the Dulles Toll Road Extension (of which the Highway is to be a part).

WHEREAS, the Commonwealth of Virginia, acting by and through its agency, the Virginia Department of Transportation (VDOT) will, in circumstances set forth in the Highway Act, succeed to the interest of TRCV in the Dulles Toll Road Extension.

WHEREAS, the Authority is willing to grant an easement (the Highway Easement) over a portion of the Airport Property, the portion being specifically described therein, for use by TRCV in accordance with its Certificate of Authority granted pursuant to Section 56-539 of the Highway Act.

WHEREAS, the Authority is willing to grant an easement or easements (the Drainage Easements) over Airport Property, as specifically described therein, for use as drainage areas to the extent necessary to satisfy federal or VDOT drainage regulations that apply to the construction of the Highway.

NOW THEREFORE, in consideration of the premises and covenants of TRCV expressed herein, and for other good and valuable consideration, the Authority hereby agrees to grant the Highway Easements and the Drainage Easements and such other temporary and permanent easements as may be granted pursuant to the terms of the Deed of Easement (as hereinafter defined) (collectively, the Easements) to TRCV and TRCV, on behalf of itself, its successors, and assigns agrees to accept the Easements in accordance with their terms and the terms and conditions set forth in this Agreement, and the parties do hereby incorporate the above recitals in this Agreement.

1. Execution of Easement and Opinion of Counsel.

a. On the Closing Date, as defined in Section 21 of this Agreement, and subject to the satisfaction of the conditions set forth herein, the Authority shall: (1) execute and deliver to TRCV a Deed of Easement substantially in the form appended to this Agreement as Appendix A, (2) a Secretary's certificate substantially in the form appended as Appendix E, (3) an opinion of counsel substantially in the form appended as Appendix F, (4) certifications satisfactory to TRCV's title company that the following will not be violated by the construction of the Toll Road Extension in accordance with approved design:

(i) Avigation easements which the Authority holds over the right of way of the Dulles Toll Road Extension;

(ii) Order of Declaration of Taking (easement for flooding) which the Authority holds over the right of way of the Dulles Toll Road Extension; and

(5) certification that the Mining lease recorded at Book 7-W, Pages 165 and 166 of the land records of Loudoun County, Virginia will not constitute a lien senior to the Easement.

The Authority will also request certification of the Secretary of the United States Department of Transportation that there has not been any breach or default in the performance of any covenant, agreement or condition stated in the Agreement and Deed of Lease dated March 2, 1987, by and between the Authority and the United States of America which would affect the validity of the Easements and that the lease payments are current.

b. TRCV shall pay any State and County transfer recordation taxes, rollback taxes, expenses of examination of title, title insurance premium and other recording fees and Closing expenses payable in connection with Closing.

2. Highway Design. The Highway is to be constructed on the land covered by the Highway Easement between Virginia Route 28 and the northwesterly boundary of the Airport Property. Between Virginia Route 28 and the northwestern boundary of the Airport, the Highway shall initially be two lanes in each direction, with a design capacity for three lanes in each direction, except where additional lanes are needed for entrances and exits or to accommodate toll plazas or the main line toll

barrier with its tunnel system of access to the administration building of TRCV.

3. Median Reserved for Future Mass Transit. The Dulles Toll Road Extension shall be constructed by TRCV so as to create, and be operated so as to preserve, a median not less than forty feet wide between the eastbound and westbound lanes for future mass transit including, but not limited to, rail service. The portion of the median of the Highway once constructed that is reserved for future mass transit shall be part of the Highway Easement for the limited purpose of operational and maintenance access by TRCV. When and if mass transit is installed in the median, TRCV shall exercise this right of access in such a way as to interfere the least with the construction, reconstruction, improvement, operation and maintenance of mass transit. TRCV shall cooperate with those persons designated by the Authority to construct and operate such rail service and shall generally facilitate the construction and operation including granting to such persons the right of ingress to and egress from, over, under and across the land covered by the Highway Easement by such means and such route or routes as shall interfere the least with the construction, reconstruction, improvement, operation and maintenance of the Highway and the flow and safety of the traffic thereon.

4. Design and Maintenance Standards. The Highway constructed on the land covered by the Highway Easement shall be

constructed to VDOT standards and maintained by TRCV or its agent in a good and workmanlike manner and made and kept safe for public travel. TRCV shall pay, or cause to be paid, the expense of construction and maintenance thereof. The Authority shall not be liable for any of the expense of construction, maintenance or operation of the Highway constructed on the land covered by the Highway Easement.

5.a. Basic Annual Payment. In consideration of the Authority's grant of the Easements and the performance by the Authority of its obligations under this Agreement, TRCV shall make to the Authority on or before July 1 of each year an annual payment for such year in accordance with Schedule A, unless a higher amount is payable in accordance with Subsection 5.b. or 5.c., except that in 1992 payment shall be due upon execution of the Deed of Easement.

Schedule A

	Basic Annual Payment
1992-1999	$100,000
2000-2001	$300,000
2002-2005	$400,000
2006-2010	$500,000
2011 until the Certificate of Authority expires	$600,000

b. Alternative Percentage Payment. In any year in which (i) the traffic using the Highway during the year (measured by

the number of vehicles passing in both directions through the main line toll barrier) is equal to or greater than the traffic shown in Schedule B; (ii) TRCV's obligations in such year to the holders of its senior and subordinated debt, whenever incurred, including such debt held by shareholders of TRCV or partners of any Successor Partnership (as defined in Section 24), but not including obligations to trade creditors, have been satisfied; and (iii) TRCV is permitted under its financing agreements to pay dividends (or to make cash distributions to partners in any Successor Partnership) in such year (whether or not such dividends are paid or distributions made), TRCV shall pay to the Authority the Basic Annual Payment provided for in Schedule A, at the time specified in Subsection 5.a. and, by the April 1 next following such year, the amount by which the amount which is the percentage of toll revenues received by TRCV during such year shown in Schedule B exceeds the Basic Annual Payment for such year (the Alternative Percentage Payment), to the extent that there was available in such year for such purpose a sufficient balance of Cash Available for Debt Service (as defined below) after payment of all debt service (including principal, interest and fees). Alternative Percentage Payments as to any year shall be payable only from TRCV's revenues for such year and any unpaid balance shall not accrue for payment in future years.

c. For purposes of Subsection 5.b., TRCV's obligations to holders of debt will be deemed satisfied when all debt service (including principal, interest and fees) currently payable to

them has been paid and the Coverage Ratio (as defined below) for the year is at least that ratio required in TRCV's financing agreements before TRCV may pay dividends or make cash distributions to partners in any Successor Partnership. The "Coverage Ratio" for any year shall be the proportion that TRCV's Cash Available for Debt Service (as defined below) during such year bears to the total of scheduled payments of principal, interest, and fees during such year on all debt of TRCV for which a coverage ratio has been established in any financing agreement. "Cash Available for Debt Service" in any year means cash receipts from operations in such year less fixed and variable operating, maintenance and overhead expenditures; capital expenditures; reserves (including any reserve for repaving; however, reserves shall not include amounts held for dividends or cash distributions to partners); insurance; and taxes (other than income taxes).

Schedule B

Actual Traffic at the Main Line Toll Barrier in the Year	Payment as a Percentage of Toll Revenues Received during the Year
At least 18,000,000, but less than 22,000,000	0.6
At least 22,000,000, but less than 24,000,000	1.0
At least 24,000,000, but less than 24,800,000	1.5
24,800,000 or more	2.5

The Alternative Percentage Payment does not take into account additional debt which may be incurred if the Dulles Toll Road Extension is widened beyond six lanes east of Route 659 and beyond four lanes west of Route 659, and the Payment may be renegotiated if such debt is incurred.

c. Subsequent Payment. If, before the end of the term of the Deed of Easement, all of TRCV's outstanding, long-term debt has been retired and no balance remains in TRCV's Reinvested Earnings Account, Subsection 5.b shall not apply, and TRCV shall pay to the Authority, in lieu of the Basic Annual Payment provided for in Schedule A, ten percent of its gross toll revenues received during such Year. Payment shall be due ninety (90) days after the end of the Year.

6. Site Preparation for Gasoline Filling Station. TRCV will contribute Five Hundred Thousand Dollars ($500,000) to the Authority to pay part of the cost of constructing a gasoline filling station at the Airport, on the following terms and conditions:

a. The Authority has executed and delivered the Deed of Easement to TRCV pursuant to Section 1. of this Agreement, and the Highway Easement and any other Easements that have been granted pursuant to the Deed of Easement are in full force and effect; and

b. The Authority has notified TRCV that the Authority has issued a solicitation for bids for preparation of the site (including bringing utilities) selected by the Authority for construction of the gasoline filling station, or that the Authority has elected to do the site preparation itself.

c. Within sixty (60) days after the conditions referred to in Subsections 6.a. and 6.b. have been satisfied and the Authority has given notice thereof to TRCV, TRCV shall pay to the Authority Five Hundred Thousand Dollars ($500,000).

d. The Authority shall use such Five Hundred Thousand Dollars ($500,000) solely for the purposes set forth in Subsection 6.b. and shall deposit such amount in an interest bearing account segregated from other funds of the Authority until so used. If the Authority does not enter into a contract with a contractor for work described in this Section or commence such work with its own forces within six months after TRCV has paid such funds over to the Authority, the Authority shall return the funds with the interest accrued on such funds in the interest bearing account to TRCV.

e. If at any time within three years after the return of funds by the Authority in accordance with Subsection 6.d. the Authority again notifies TRCV that it has issued solicitations of bids for the purposes described in Subsection 6.b. the provisions of this Section 6 shall apply to such new solicitation.

7. Plan Approval. All construction drawings, 1:50 scale, for the Highway on the land covered by the Highway Easement, including the entrance and exit ramps to facilitate the traffic flow of Airport users and traffic control measures to prevent unauthorized use of the Dulles Airport Access Road, are subject to review and approval by the Authority, provided that the design of the Highway must comply with VDOT standards for construction and with standards for use of Airport Property set by the Federal Aviation Administration. The submission of construction drawings to the Authority for review and approval in accordance with this Section 7 shall constitute the only Authority approval required for TRCV's construction operations on Airport Property (except for enforcement of the Uniform Statewide Building Code and other applicable laws). Final design will be subject to VDOT approval and the Authority will review solely for conformity to the approved preliminary design shown on the drawings entitled "Dulles Toll Road Extension, Alignment through Washington Dulles International Airport", sheets 1 and 2, dated April, 1991, which drawings are attached hereto as Appendix B.

TRCV shall submit an application for a construction permit to the Authority with each submission of construction drawings in accordance with this Section 7. The Authority will process TRCV's applications for construction permits simultaneously with its review of the construction drawings.

The Authority will also enforce the Uniform Statewide Building Code and other applicable laws on construction on Airport Property.

TRCV shall make no major modification of the Highway or of the property within the Easements without the approval of the Authority, which approval shall be evidenced by its approval of the construction drawings therefor. The Authority shall notify TRCV in writing and with specificity of any objection to such construction drawings within thirty (30) days of the Authority's receipt thereof. If no objection is timely raised, the Authority shall be deemed to have approved such construction drawings.

* 8. Utilities. Except as shown on construction drawings approved by the Authority as provided in this Agreement, TRCV shall not grant any person or company permission to construct a facility or install a line, wire or cable for transmission of electricity or for communication, pipe or conduit on, above or below the ground, on any portion of the Easements without the express written permission of the Authority. All utilities to be installed permanently by TRCV within the Airport Property shall be at or below grade.

9. Erosion Control. The Virginia Erosion and Sediment Control Handbook dated 1980, as amended September 13, 1990, shall be followed during construction and thereafter as

necessary to control erosion, siltation and flood potential along the Easements.

10. Open Burning and Control of Dust. TRCV shall comply with the requirements of the Virginia Department of Transportation and with any other applicable regulations regarding open burning, control of fugitive dust and airborne particulate matter.

11. FAA Approval of Ramp G. The Authority agrees to use its best efforts to obtain the approval of the Federal Aviation Administration (the FAA), if required, for the bridges of Ramp G depicted on Sheet 2 of the drawings in Appendix B which are located in the Runway Protection Zone. In the event that the FAA denies approval to the bridges of Ramp G in spite of the best efforts of the Authority and the TRCV, TRCV shall have no obligation to build Ramp G as specifically depicted in Appendix B and the Authority and TRCV shall promptly and in good faith seek to agree upon satisfactory arrangements for construction by TRCV of an alternate to Ramp G.

12. Landscaping. TRCV shall landscape the Highway to the standards set forth in its Comprehensive Agreement with VDOT executed in accordance with Section 56-544 of the Highway Act (the Comprehensive Agreement). In addition, TRCV shall:

a. Landscape the south hillside of the ramp between Route 28 and Centreville Road linking the eastbound Highway to the Dulles Toll Road according to the pattern of landscaping used on the Dulles Toll Road in that area.

b. In locations where trees exist at the start of construction operations, provide select clearing by "toothing" a band twenty-five feet along the edge of the right-of-way when the road surfaces, including ramps, are close in elevation to the adjacent ground elevations (from four feet above to four feet below) by removing certain trees to create an undulating tree line outside the right-of-way.

c. In the borrow areas as defined in the Deed of Easement, after preparing the surface, seed with grass to control sedimentation and erosion. Replant the borrow areas with approximately two year old seedlings (three to six inches) of mixed species recommended by the State Forester in accordance with good landscaping practices at the same rate as the trees removed.

d. Plant the median strip of the Highway with plantings conforming to VDOT landscape standards according to the direction of the Authority, the cost not to exceed $48,250.00.

13. Maintenance. TRCV shall perform all routine maintenance, inspection, and maintenance replacement on the Highway including bridges, exit and entrance ramps within the Easement area in accordance with the procedures and standards set

forth in the Comprehensive Agreement. The Authority shall maintain Ramp G to the bridge marked CS-5 on Appendix B, the entire North Service Road, and any other roads which the Authority may construct over the Highway except that TRCV shall perform all routine maintenance, inspection, and maintenance replacement of the bridges marked CS-1 and CS-5 on Appendix B and any other bridges which the Authority may construct over the Highway, located within the Easement from the foundation and superstructure through the top of the steel of the girders. That portion of such bridges from the top of the girder steel, including the deck system, parapets, and any other superstructure or appurtenances mounted above the top of the girder steel (including lighting standards, lamping, signs, etc.) will be maintained by the Authority. The bridge which carries the North Service Road over the Highway located near Gate 14 and numbered CS1 on Appendix B will be maintained as described above except that the portion south of the pavement joint on the southernmost pier located within the Easement will be maintained by the Authority.

Snow and ice removal will be performed according to the standards and procedures set forth in the Comprehensive Agreement. The Authority and TRCV will each remove snow and ice on those roadways which are indicated as being their responsibility in Appendix C. This division of responsibility may be modified from time to time as the parties agree.

14. Restoration. If, after construction has begun and before the Highway has been completed, the project is terminated or indefinitely suspended, the land covered by the Highway Easement will be restored to a safe condition as follows:

a. If the project is indefinitely suspended or terminated after clearing has commenced but before substantial earthmoving has taken place, the disturbed areas will be graded to conform to the contours of the surrounding terrain and planted with the ground cover and other vegetation contemplated by the Comprehensive Agreement.

b. If the project is indefinitely suspended or terminated after earthwork is well advanced or completed, the necessary drainage systems will be completed and the right-of-way will be planted with the ground cover and other vegetation contemplated by the Comprehensive Agreement.

c. The funds set aside for the payment of construction costs, will be available to pay the cost of this work in form and substance satisfactory to the Authority.

15. Construction of Dedicated Ramp for Entrance to the Airport. When the level of service on any portion of the route carrying eastbound traffic from the main line toll barrier on the Highway to the Dulles Airport Access Road as shown on the drawings in Appendix B, degrades to level of service D or worse as that level of service is defined in the Highway Capacity Manual, Transportation Research Board, National Research Council,

Washington, D.C. 1985, TRCV shall construct the dedicated ramp for such traffic as shown on the drawings in Appendix B. At least once a year, TRCV will measure the level of service for the ramps, travel lanes and weaving sections between the main line toll barrier and the Dulles Airport Access Road west of Route 28, any one of which alone or in any combination shall be sufficient to mandate construction of such dedicated ramp. Traffic counts for level of service calculations shall be based on the most severe traffic situations encountered on any part of the ramps, lanes, or weaving sections so long as no temporary conditions such as construction work have caused the degraded level of service. Any ramp, lane, or weaving section will be deemed to have degraded to level of service D when that level or worse is measured for a single period of fifteen or more minutes on any single day and the number of days in which such a period of level of service D is measured exceeds sixty percent of the normal business days in any continuous three week period. If the Authority disagrees with TRCV's traffic observations, the Authority may, at its own expense engage an independent traffic consultant to determine the level of service and the determination of such consultant shall be conclusive, subject to the reasonableness of the methodology. TRCV shall commence construction of the dedicated ramp within one year and complete construction within two years of the date on which the flow of traffic is determined to have degraded to level of service D.

16. Crossings. The Highway shall be designed and constructed so as to permit the Authority to erect permanent or temporary, grade separated roadways for Airport users or employees to cross over or under the Highway and the land covered by the Easements. The Authority acknowledges that the drawings in Appendix B provide adequately for such roadways.

17. Unauthorized use of the Airport. To assist the Authority in preventing the unauthorized use of the Airport Property and the Dulles Airport Access Road in particular, TRCV shall provide to the Authority on a continuing basis at the Authority's request a list of license plates of vehicles exiting and entering the Highway to and from the Airport and exiting and entering the Dulles Airport Access Road to and from the Airport in a format acceptable to the Authority.

18. Law Enforcement. The parties contemplate that law enforcement officers of the Commonwealth of Virginia and the County of Loudoun will patrol the Highway.

19. Interchange with North-South Highway. If a major north-south highway or parkway west of the Airport, crossing the Dulles Toll Road Extension at a point west of the Airport and east of Leesburg, Virginia, is approved, TRCV shall cooperate with the entity building such highway or parkway in the planning and design of the connection between such highway and the Dulles

Toll Road Extension; and, if and as authorized pursuant to the Highway Act, TRCV shall permit the construction of an interchange with the Dulles Toll Road Extension that will afford users of such north-south highway or parkway access to and from the Dulles Toll Road Extension at least to and from the east; provided, however, that nothing in this section shall obligate TRCV to commit or expend any funds for the planning, construction or maintenance of such highway or parkway interchange.

20. Indemnification.

a. TRCV (and, in the event VDOT succeeds to the interest of TRCV, VDOT, to the extent permitted by law) shall indemnify and hold harmless the Authority, its officers, agents and employees, from and against any and all claims, liability, damage, loss and expense, incurred by reason of death, injury, loss or damage, of or to persons or property, arising out of, resulting from, or attributable to, the use of the property subject to the Easements including, without limitation, the design, operation or vehicular use of the Highway and its appurtenances in the Highway Easement, provided, however, that such indemnity shall not obtain where the gross negligence or willful misconduct of the Authority, its agents or its contractors is the proximate cause of such death, injury, loss or damage.

b. TRCV agrees that it will require its contractors engaged in the construction, reconstruction, repair or

maintenance of the Highway to indemnify and hold harmless the Authority from any claim or liability on account of injury or death to persons or damage to property arising out of, or directly or indirectly resulting from, the construction of the Highway, provided, however, that such indemnity shall not obtain where the gross negligence or wilful misconduct of the Authority, its agents or its contractors is the proximate cause of such death, injury, loss or damage, and will require its contractors to carry the liability insurance described in Appendix D.

c. Once the construction, reconstruction, maintenance or repair has been completed to the satisfaction of TRCV, TRCV agrees to maintain liability insurance in the form and amounts acceptable to the Authority, all as provided in Appendix D. The Authority may modify the insurance coverage it requires under this Section from time to time, but shall not require more insurance of a given type than similarly situated companies, jurisdictions, or authorities.

21. Closing Date.

a. The Closing Date shall be a weekday that is not a legal holiday in Virginia designated by TRCV on not less than five (5) days' written notice to the Authority.

b. The Authority's obligation to execute and deliver the Deed of Easement on the Closing Date shall be subject to the satisfaction on and as of the Closing Date of the following conditions:

i. The Virginia Commonwealth Transportation Board has approved the Dulles Toll Road Extension including the Highway pursuant to Section 56-544 of the Highway Act, and the SCC has issued a Certificate of Authority to TRCV pursuant to Section 56-539 of the Highway Act.

ii. TRCV has secured the right-of-way for the entire Dulles Toll Road Extension.

iii. TRCV has entered into the Comprehensive Agreement with VDOT contemplated by Section 56-544 B of the Highway Act; and the obligations of TRCV to the Authority under this Agreement have been incorporated into such Comprehensive Agreement as obligations of TRCV to VDOT.

iv. TRCV has entered into a construction contract with Kiewit Eastern Corp. for the construction of the Dulles Toll Road Extension, and the payment and performance bonds contemplated by Section 56-540.11 of the Act have been issued in the full amount of the contract guaranteed maximum price provided for in such construction contract.

v. TRCV has obtained and closed financing sufficient to complete construction of the Dulles Toll Road Extension and to open it for traffic, which financing may be subject to prudent, customary and ordinary lending practices and conditions.

vi. TRCV has obtained all other permits and approvals necessary to construct the Dulles Toll Road Extension,

except permits which are essentially ministerial in nature and would ordinarily be obtained during the course of construction.

vii. TRCV's counsel has issued to the Authority an opinion as to TRCV's legal status and as to due authorization, executions, and delivery of this Agreement by TRCV and the valid and binding nature of the obligations of TRCV hereunder.

c. TRCV may adjourn the Closing Date from day to day or for a specified period or periods if the conditions referred to in Subsection 21.b. have not been satisfied on the Closing Date; provided that the Closing Date may not be extended beyond September 20, 1992, without the written consent of the Authority.

d. TRCV and the Authority shall cooperate in good faith and each shall take such action as is within its control to cause the conditions referred to in Subsection 21.b. to be satisfied and otherwise to effectuate the transactions contemplated by this Agreement.

22. Access to Airport Property. From the date of this Agreement until the Closing Date, the Authority shall give access to Airport Property to TRCV and its consultants and contractors so that they may conduct surveys, tests and other activities in preparation for the construction of the Highway, subject to such reasonable conditions as the Authority shall impose. Access to Airport Property through gate 13 on the North Service Road shall be restricted to vehicles less than one and one half ton except to stage or remove construction equipment or timber.

23. Notice. Any notice to be given by the Authority to TRCV hereunder shall also be given to VDOT. Notices shall be given by hand delivery, by facsimile transmission or by mail as, and to the addressees, provided by the Authority, TRCV and VDOT, each to the other, prior to the execution of this Agreement.

24. Assignment.

a. TRCV may assign its interests, rights, and obligations under this Agreement to a partnership of which TRCV or an affiliate of TRCV is a general partner, if the SCC has approved the transfer of the Certificate of Authority to such partnership. Upon such assignment and the assumption by such partnership (Successor Partnership) of TRCV's obligations under this Agreement and under the Deed of Easement, TRCV shall be released of such obligations and shall have no further obligations to the Authority, except as general partner of the partnership, under this Agreement or the Deed of Easement, and references in this Agreement to TRCV shall be deemed to refer to such partnership. If the SCC has approved the transfer of the Certificate of Authority to a partnership in accordance with this Subsection 24.a. before the Closing Date, the Deed of Easement shall be entered into in the name of the Assignee.

b. TRCV may pledge, hypothecate or assign for security purposes its interests, rights and obligations under this Agreement to an Assignee who provides financing for the

Project under a loan agreement, sale-leaseback agreement or other funding mechanism; provided that such assignment shall not confer upon the Assignee any rights or impose upon TRCV any duties or obligations that are inconsistent with the Authority's rights or TRCV's obligations under this Agreement or the Deed of Easement.

c. If TRCV so pledges, hypothecates or assigns its interests, rights, and obligations under this Agreement, the Authority shall execute and shall deliver to the Assignee such instruments, certificates and agreements as the Assignee or its counsel may reasonably require to confirm to the Assignee the rights and remedies intended to be granted under this Agreement. Such certificates may include, but shall not be limited to, estoppel certificates stating whether the Authority has any defense to its enforcement.

d. Neither this Agreement nor the Deed of Easement is transferrable except as explicitly provided for herein or with the express written approval of the Authority.

25. Amendment. This Agreement may be amended by the mutual agreement of the Authority and TRCV.

26. Survival and Duration. The terms and provisions of this Agreement shall survive execution and delivery of the Deed of Easement and shall not be merged into it. The term of this Agreement shall be the same as the term of the Easement.

27. Termination. The Authority or TRCV may terminate this Agreement in writing by certified mail if the Closing Date does not occur by September 20, 1992.

28. Interpretation. Whenever in the Agreement the action, consent, agreement, or approval of either party is required, such action, consent, agreement, or approval shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, I, James A. Wilding, pursuant to the delegations of authority from the Board of Directors of the Authority and by virtue of authority vested by law in the Authority, have hereunto subscribed my name as of the day, month and year first written above.

METROPOLITAN WASHINGTON
AIRPORTS AUTHORITY

By: _____
James A. Wilding
General Manager

TOLL ROAD CORPORATION
OF VIRGINIA

By: _____
Ralph L. Stanley
Chief Executive Officer

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

DEED OF EASEMENT
TO
TOLL ROAD INVESTORS PARTNERSHIP II, L.P.

THIS DEED OF EASEMENT is made this 29th day of September, 1993, by and between the METROPOLITAN WASHINGTON AIRPORTS AUTHORITY, as Grantor (hereinafter referred to as the "Authority" or "Grantor") and TOLL ROAD INVESTORS PARTNERSHIP II, L.P., a Virginia limited partnership (hereinafter referred to as "TRIP II" or "Grantee") and, when TRIP II's Certificate of Authority shall have expired or have been terminated, the COMMONWEALTH OF VIRGINIA, acting by and through its agency, the VIRGINIA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as "VDOT"). The term "Grantee" shall also include successors and assigns of TRIP II as holder of the Certificate of Authority presently held by TRIP II.

WHEREAS, the Authority owns or leases pursuant to the Agreement and Deed of Lease dated March 2, 1987, by and between the Authority and the United States of America, as amended by Amendment No. 1, dated December 30, 1991 (the "Federal Lease") certain properties in Fairfax County and Loudoun County, Virginia, known as the Dulles Airport Access Road right-of-way and the Washington Dulles International Airport (the "Airport") (collectively, the "Airport Property") and possesses sufficient interest in the Airport Property to enter into this Deed of Easement;

WHEREAS, TRIP II desires to obtain a sufficient legal interest in the Airport Property in order that it may construct, operate and maintain the Highway (as hereinafter defined), or provide therefor, over, under, across, within and upon the Airport Property as part of an extension of the Dulles Toll Road (which was constructed within the Dulles Airport Access Road right-of-way and is operated and maintained by VDOT), from its present terminus at Virginia Route 28 to a new terminus at Leesburg, Virginia (the "Dulles Toll Road Extension" or "DTRE");

WHEREAS, TRIP II represents and warrants that is has obtained, pursuant to the provisions of the Virginia Highway Corporation Act of 1988, Chapter 20, Title 56, Code of Virginia, 1950 as amended (the "Highway Act"), a Certificate of Authority (the "Certificate of Authority") for the Dulles Toll Road Extension (of which the Highway is to be a part) from the State Corporation Commission of Virginia ("SCC");

WHEREAS, the Commonwealth of Virginia, acting by and through its agency VDOT, will, in circumstances set forth in the Highway Act, succeed to the interest of TRIP II in the Dulles Toll Road Extension;

WHEREAS, the Authority is willing to grant an easement over a portion of the Airport Property, the portion being specifically described herein, for use by Grantee in accordance with the Certificate of Authority;

WHEREAS, the Authority is willing to grant an easement over a portion of the Airport Property, as specifically described herein, for use as a drainage area to the extent necessary to satisfy federal or VDOT drainage regulations that apply to the construction, operation or maintenance of the Highway;

NOW, THEREFORE, in consideration of the premises and covenants of Grantee expressed herein and in the Agreement between the Authority and TRIP II's assignor, the Toll Road Corporation of Virginia, dated July 2, 1992, and for other good and valuable consideration, Grantor does hereby grant and convey unto Grantee an easement for the construction, reconstruction, operation and maintenance of a limited access highway with points of ingress and egress, a toll plaza and an administration building (the "Highway") and such easement shall be over, under, across, within and upon the lands of Grantor as depicted as Permanent Easements for the Dulles Toll Road Extension, depicted as Triangles 1 and 2 on the drawings entitled/ "Plat Showing Various Easements for the Dulles Toll Road Extension across the Property of United States of America," sheets 1 through 7, dated August 14, 1992 (the "Drawings") which Drawings are attached hereto as Annex A to this Deed and as described in Annex B to this Deed, and as further depicted as the Adjusted Easement Area on the drawings attached hereto as Annex C, all of which are to be recorded simultaneously herewith in the land records of Loudoun County, Virginia (collectively, the "Highway Easement"); and such other permanent and temporary easements over the Airport Property are shown on the Plat and granted pursuant to the provisions of this Deed (being hereinafter referred to collectively as "Easements").

Grantor further grants to Grantee the right to remove soil from areas depicted on the attached Drawings as Triangles 3 and 4, as "Borrow Area Easements" for use as fill for the Highway for that portion of the Highway that is on or immediately adjacent to Airport Property.

Grantor further grants to Grantee the right of ingress to and egress from, over and across the land of Grantor immediately abutting the Highway Easement by such means and by such route or routes as shall occasion the least practicable interference with Grantor's use of the Airport Property, each as determined by

Grantor; provided further that the Grantee shall not, without express permission from Grantor, use the Dulles Airport Access Road for ingress or egress of construction vehicles or equipment or for access to the Easements. This right of ingress and egress shall extend to Grantee, Grantee's contractors and their respective agents and subcontractors only and may not be transferred or assigned other than as expressly permitted hereby without the express written consent of Grantor. Such right of ingress and egress shall be exercised at Grantee's and Grantee's contractors' and agents' own risk. It is not intended by this grant of ingress and egress to create any additional public thoroughfares. Public ingress and egress to and from the Highway Easements shall be at the points identified in the Drawings.

Grantor hereby reserves the right to enter the Easements at any time and at any place for any purpose relating to the operation and maintenance of the Airport Property, its utilities, its way of ingress and egress, and any property of Grantor immediately abutting the Easements including any median property of the Highway in the Highway Easement used for rail service, provided that Grantor's rights to enter the Easements shall not materially interfere with Grantee's enjoyment or intended use of the Highway Easements or the flow and safety of traffic on the Highway, ~~and such rights to enter the Easements shall be exercised in a manner that will occasion the least practicable interference with Grantee's use of the Easements.~~ When exercising this right, Grantor and Grantor's contractors shall be responsible for complying with the maintenance of traffic and safety of operations requirements of the VDOT Road and Bridge Standards, January 1991 Edition, as amended from time to time, and the VDOT Work Area Protection Manual as applicable to the Grantor as provided in the Comprehensive Agreement between the Grantee and VDOT referred to in Section 56-544.B of the Highway Act.

Grantor reserves the right of public access to and egress from the immediately abutting land of the Grantor, including the Dulles Airport Access Road or the median thereof, by crossing the Highway Easement at various points as shown on the Drawings and at other points that may be constructed. Grantor reserves the right, including the right of light and air, to construct, operate and maintain additional ways of ingress and egress over, under, across, within and upon the Easements that shall not materially interfere or compete with Grantee's enjoyment or intended use of the Easements or the flow and safety of traffic on the Highway, and such ways of ingress or egress may be public thoroughfares to serve the Airport Property. Any crossings of the Highway, constructed by, for and with the authority of the Grantor shall be grade separated. That portion of the median of the Highway once constructed that is reserved for use for future mass transit, in accordance with Paragraph 3 of the Agreement,

shall be part of the Highway Easement only for the limited purpose of operational and maintenance access by Grantee.

Grantor reserves to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easements. This public right of flight shall include the right to cause in said airspace any noise or vibration inherent in the operations of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport.

Grantor further reserves the right to make any use of Grantor's property above, beside, or below the Easements granted herein that is not inconsistent with the Easements and does not interfere materially with the rights conferred on Grantee by this Easement. Any temporary closing of a lane on the Highway will be accomplished only after consultation with Grantee.

Further, Grantor grants to Grantee an easement over, under, across, within and upon the lands of the Grantor for the purpose of draining excess surface water from the Highway to drainage areas on or adjacent to Airport Property to the extent necessary to satisfy federal or VDOT drainage regulations that apply to the construction, operation or maintenance of the Highway and subject to the approval of VDOT and Grantor's Chief Engineer (the "Drainage Easement").

Further, the grant of the Easements is made on the following terms and conditions:

1. At no time shall the Grantee erect or permit any structures or growth of natural objects that would constitute obstructions to air navigation.

2. The Grantee shall engage in no activity in the Easements that would interfere with or be an obstruction or a hazard to the flight of aircraft over the Easements or to and from the airport or interfere with air navigation and communication facilities serving the airport.

3. The construction and maintenance work done by Grantee within the limits of the Highway Easement including but not limited to the use of construction cranes, blasting, generating dust, smoke and light, and the subsequent operation and maintenance of the Highway constructed in the Highway Easement, shall be accomplished in a way that will not interfere with the safe operation and maintenance of the Airport Property, including without limitation, its flight operations, its parking lots, its utility lines, its ways of ingress and egress and the median of the Dulles Airport Access Road, and maintenance of airport

security. Grantee shall repair or replace any property of the Grantor damaged due to the construction, operation or maintenance of the Highway.

4. Grantor reserves the right, in the event of any future alterations to the Airport Property, including planned alterations, to move, or to have Grantee move, relocate or change, upon reasonable notice, any facility of Grantee located within the Highway Easement, including any highway pavement constructed therein provided that, after giving effect to such move, relocation, or change, the facility of the Grantee shall not thereby be subject to any lien, encumbrance, or other restriction to which it was not previously subject. In the event the Grantee's facility is subject to such a restriction, Grantor shall cooperate with Grantee to obtain such title, insurance, surveys and other customary assurances with respect to the facility as may be necessary or appropriate to assure the perfection and priority of liens granted by the Grantee in favor of its financing sources. The costs of such movement, relocation or change in Grantee's facilities necessitated by alterations to the Airport Property shall be borne by Grantor. Said move, relocation, or change, if undertaken by Grantor, shall be accomplished in a manner that does not cause material interference with the beneficial use of the Highway Easement by Grantee, subject to all of the requirements of the Highway Act applicable to the Highway.

Based on the Authority's review of the design plans and drawings, the Authority acknowledges that the planned construction and operation of the Highway in accordance with permits issued by the Authority will not violate the terms and conditions set forth above.

5. Duration and termination:

a. The Easements shall be for the full term of the Federal Lease of the Metropolitan Washington Airports between the United States of America and the Authority as such term now exists; provided, however, they shall terminate sooner and in their entirety (i) if Grantee fails to commence construction of the Highway in the Highway Easement by November 1, 1993; (ii) if Grantee fails to complete construction of the Highway in the Highway Easement to the point where the Highway is open to traffic within five (5) years from the date hereof or such later date as Grantor may agree, provided that the period mentioned above shall be extended by the duration of any event of Excusable Delay (as hereinafter defined) that shall halt or block construction; or (iii) if the Certificate of Authority (or any replacement therefor issued to TRIP II or any successor or assign of TRIP II) with respect to the Highway shall have been terminated pursuant to Section 56-549 of the Highway Act, and not substantially simultaneously replaced by a successor Certificate of Authority;

provided, however, that if VDOT or any successor or assign, prior to the expiration of the thirty (30) day period provided in subparagraph b. below, shall have notified Grantor that it has assumed and will discharge the rights and duties of Grantee in connection with this Deed, then no such termination shall occur on account of a failure by Grantee, and VDOT or such successor or assign shall be extended a reasonable period of time under the circumstances to remedy the failure of Grantee that but for this proviso would have been grounds for the termination of the Easements.

b. Termination shall be effective thirty (30) days after receipt of written notice by Grantee.

c. Upon termination of the Easements, all of Grantee's property within the Easements shall revert to Grantor and Grantor shall assume title to all fixed improvements, pavements, structures, plants and shrubs affixed to the Easements free of any and all obligations of the Grantee, and Grantee shall relinquish all claim of right, title, interest or control over the property and the fixtures.

d. For purposes of subparagraph a. above, Excusable Delay shall mean any delay that could not be reasonably anticipated by the Grantee and is beyond the reasonable ability of the Grantee and the Grantee's contractors to avoid, including but not limited to, unusually severe weather conditions, a fire or like calamity or a labor dispute resulting in a work stoppage; provided, however, that the Grantee shall use its best efforts to remedy with all reasonable dispatch the cause of such delay, provided, that the settlement of a labor dispute shall be entirely within the discretion of Grantee and Grantee is not required to make settlement of labor disputes by acceding to the demands of the opposing party or parties when such course is, in the judgment of Grantee, unfavorable to Grantee.

6. This Deed of Easement may not be terminated except as set forth in Section 5(a). However, termination shall not be deemed to be the exclusive remedy for noncompliance with the terms and conditions of this Deed. Grantor may exercise any other rights available to it provided by law or equity.

7. This Deed and the rights granted herein are subject to any easements of record. The Easements are also subject to any existing, recorded license or permit for use of the property that may have been awarded by the Grantor in accordance with its terms except that Grantor hereby transfers and assigns its rights and obligations in all such licenses and permits to Grantee to be exercised by Grantee to facilitate the construction, operation and maintenance of the Highway in the Highway Easement. Grantee shall take no action pursuant to the rights hereby assigned;

(a) that is inconsistent with any other provision of the Easements; (b) that adversely affects the Airport Property outside the Highway Easement, including the Dulles Airport Access Road or the median thereof, or the median of the Highway; or (c) that otherwise adversely affects Grantor or any agency of the United States Government, without the consent of Grantor.

8. Grantor acknowledges and understands that upon the expiration (as provided in Section 56-551 of the Highway Act in effect on the date hereof), of TRIP II's Certificate of Authority and upon VDOT's taking over the Highway, all TRIP II's rights, title and interest and obligations hereunder and in the improvements constructed by it in the Highway Easement, as of immediately prior to expiration, shall automatically vest in the Commonwealth of Virginia, acting through VDOT.

9. The Easements granted herein and covenants received from Grantee shall run with the land and shall be binding on the parties hereto, and their successors or assigns.

10. Any notice to be given by Grantor to Grantee hereunder shall, for as long as Grantee hereunder shall be TRIP II or its permitted successors and assignees holding the Certificate of Authority now held by TRIP II, be also given to VDOT. Notices shall be given by hand delivery, by facsimile transmission or by mail as, and to the addresses, provided by Grantor, TRIP II and VDOT each to the other prior to the execution of this Deed.

11. Grantee may pledge, hypothecate or assign for security purposes its interests, rights and obligations under this Deed to one or more entities (or an agent for such entities) that provide financing for the Project under a loan agreement, note purchase agreement, sale-leaseback agreement or other funding mechanism, provided that such assignment shall not confer upon such entity any rights or impose upon the Grantee any duties or obligations that are inconsistent with the Grantor's rights or the Grantee's obligations under this Deed.

If Grantee so pledges, hypothecates or assigns its interests, rights and obligations under this Deed, Grantor shall execute and shall deliver to the lenders such instruments, certificates and agreements as the lenders or their counsel may reasonably require to confirm to the lenders the rights and remedies intended to be granted under this Deed. Such certificates may include, but shall not be limited to, estoppel certificates stating whether this Deed is in full force and effect and whether Grantor has any defenses to its enforcement.

12. This Deed is not transferable except as explicitly provided for herein or with the express written approval of the Grantor.

13. The Grantor represents and warrants that it is fully bound by the execution of this Deed by the signatory who has executed it on behalf of the Grantor. Otherwise, the Grantor makes no representation or warranty.

14. Whenever in this Deed any action, consent, agreement, or approval is required, that action, consent, agreement, or approval shall not be unreasonably withheld or delayed.

15. Reference is made to Annex C hereto which depicts the adjusted easement area in the vicinity west of the Route 606/DTRE interchange and east of the DTRE bridge crossing Broad Run (the "Adjusted Easement Area"). The Adjusted Easement Area consists of approximately three and one-half (3.5) acres of land. The Grantor agrees to execute and deliver all documents and plats necessary to depict the Adjusted Easement Area by metes and bounds at such time as Grantee has completed the detailed engineering drawings and plats showing the Adjusted Easement Area.

IN WITNESS WHEREOF, I James A. Wilding, pursuant to the delegations of authority from the Board of Directors of the Grantor and by virtue of authority vested by law in the Grantor and delegated to me by the Board of Directors, have hereunto subscribed my name as of the day, month and year first written above.

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

By: _____
James A. Wilding
General Manager

COMMONWEALTH OF VIRGINIA)
)
COUNTY OF Alexandria) to-wit:
City

Before the undersigned, a Notary Public in and for the aforementioned jurisdiction, personally appeared JAMES A. WILDING, General Manager of the METROPOLITAN WASHINGTON AIRPORTS AUTHORITY, who affirmed that he executed the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have affixed my hand and seal this 28 day of September, 1993.

Alison A. Willis
Notary Public

My Commission Expires:

July 31, 1995

0204:206RMG.93

443

ANNEX A

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Plat Showing Easements

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ANNEX B

451

Easement Description

ANNEX B

PHR&A

Patton Harris Rust & Associates, pc
3996 Fair Ridge Drive
PO Box 901
Fairfax, Virginia 22030

Fax 703 352-3983
703 273-8700

August 25, 1993

Offices:
Fairfax, VA
Bridgewater, VA
Chantilly, VA
Leesburg, VA
Rockville, MD
Virginia Beach, VA
Winchester, VA

TRACT I

DESCRIPTION OF
PERMANENT EASEMENT FOR THE
DULLES TOLL ROAD EXTENSION

ACROSS THE PROPERTY OF
THE UNITED STATES OF AMERICA

DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA

Beginning at a point, said point being a corner to Alward and Tab I Associates and also being the northwest corner of United States of America (leased to Metropolitan Washington Airports Authority), being marked by a USGS concrete monument with a brass disk stamped "Chant AP9";

Thence with the line of said Alward and Tab I Associates due south 12.27 feet to the true point of beginning;

Thence departing said Alward and Tab I Associates and running through the property of said United States of America, the following courses and distances:

297.12 feet along the arc of a curve to the right, said curve having a radius of 2996.00 feet, a central angle of 05° 40' 56" and a chord which bears S 84° 20' 53" E 297.00 feet;

189.39 feet along the arc of a curve to the right, said curve having a radius of 3001.79 feet, a central angle of 03° 36' 54" and a chord which bears S 77° 30' 47" E 189.36 feet;

645.17 feet along the arc of a curve to the right, said curve having a radius of 3411.04 feet, a central angle of 10° 50' 13" and a chord which bears S 70° 17' 13" E 644.20 feet;

N 25° 07' 53" E 5.00 feet;

S 64° 52' 07" E 276.19 feet;

Engineers,
Surveyors,
Planners &
Landscape
Architects

286.11 feet along the arc of a curve to the left, said curve having a radius of 904.93 feet, a central angle of 18° 06' 55" and a chord which bears S 73° 55' 34" E 284.92 feet;

S 82° 59' 02" E 735.93 feet;

829.30 feet along the arc of a curve to the right, said curve having a radius of 653.11 feet, a central angle of 72° 45' 08" and a chord which bears S 46° 36' 28" E 774.70 feet;

S 10° 13' 54" E 130.02 feet;

349.91 feet along the arc of a curve to the left, said curve having a radius of 427.46 feet, a central angle of 46° 54' 02" and a chord which bears S 33° 40' 55" E 340.22 feet;

S 57° 07' 56" E 212.41 feet;

S 32° 52' 04" W 8.00 feet;

458.67 feet along the arc of a curve to the right, said curve having a radius of 2969.83 feet, a central angle of 08° 50' 56" and a chord which bears S 52° 42' 28" E 458.21 feet;

N 82° 10' 58" E 95.75 feet;

860.14 feet along the arc of a curve to the left, said curve having a radius of 527.96 feet, a central angle of 93° 20' 43" and a chord which bears N 15° 57' 09" W 768.12 feet;

N 62° 37' 31" W 727.63 feet

969.44 feet along the arc of a curve to the right, said curve having a radius of 999.93 feet, a central angle of 55° 32' 56" and a chord which bears N 34° 51' 02" W 931.92 feet;

N 07° 04' 34" W 73.85 feet to a point,

said point being on the southerly line of the aforementioned Alward and Tab I Associates;

Thence with Alward and Tab I Associates and with the same line extended with Lockridge Road Route #789 and Cockerille Due East 90.69 feet;

Thence departing said Cockerille and running through the property of the aforementioned United States of America, the following courses and distances:

S 07° 04' 34" E 62.68 feet;

882.19 feet along the arc of a curve to the left, said curve having a radius of 909.93 feet, a central angle of 55° 32' 56" and a chord which bears S 34° 51' 02" E 848.04 feet;

S 62° 37' 31" E 485.84 feet;

N 64° 43' 25" E 47.81 feet;

N 27° 22' 29" E 46.51 feet;

441.68 feet along the arc of a curve to the right, said curve having a radius of 522.46 feet, a central angle of 48° 26' 12" and a chord which bears N 51° 35' 35" E 428.64 feet;

N 75° 48' 41" E 240.28 feet to a point,

said point being on the westerly line of Broad Run Office Center Associates;

Thence running with said Broad Run Office Center Associates and with the same line extended with Moran Road Route #634 and Fairchild, Trustee, Due South 92.83 feet;

Thence departing said Fairchild, Trustee and running through the property of the aforementioned United States of America, the following courses and distances:

S 75° 48' 41" W 217.53 feet;

365.59 feet along the arc of a curve to the left, said curve having a radius of 432.46 feet, a central angle of 48° 26' 12" and a chord which bears S 51° 35' 35" W 354.80 feet;

S 27° 22' 29" W 34.53 feet;

S 09° 57' 56" E 47.78 feet;

S 62° 37' 31" E 93.80 feet;

266.58 feet along the arc of a curve to the right, said curve having a radius of 629.96 feet, a central angle of 24° 14' 44" and a chord which bears S 50° 30' 09" E 264.59 feet;

87.41 feet along the arc of a curve to the right, said curve having a radius of 262.00 feet, a central angle of 19° 06' 56" and a chord which bears S 28° 49' 19" E 87.01 feet;

35.99 feet along the arc of a curve to the left, said curve having a radius of 262.00 feet, a central angle of 07° 52' 14" and a chord which bears S 23° 11' 58" E 35.96 feet;

676.84 feet along the arc of a curve to the right, said curve having a radius of 617.96 feet, a central angle of 62° 45' 17' and a chord which bears S 04° 14' 34" W 643.51 feet;

S 08° 16' 20" E 104.89 feet;

231.14 feet along the arc of a curve to the right, said curve having a radius of 2,949.83 feet, a central angle of 04° 29' 22" and a chord which bears S 41° 23' 51" E 231.08 feet;

S 39° 09' 10" E 51.73 feet to a point,

said point being on the westerly line of the aforementioned Fairchild, Trustee;

Thence with said Fairchild, Trustee Due South 77.62 feet to a point;

Thence departing said Fairchild Trustee and running through the aforementioned United States of America, the following courses and distances:

S 50° 50' 50" W 148.99 feet;

525.42 feet along the arc of a curve to the left, said curve having a radius of 300.00 feet, a central angle of 100° 20' 54" and a chord which bears N 89° 19' 37" W 460.80 feet;

S 40° 29' 32" W 115.77 feet;

623.66 feet along the arc of a curve to the left, said curve having a radius of 553.11 feet, a central angle of 64° 36' 11" and a chord which bears S 08° 11' 26" W 591.14 feet;

S 65° 53' 20" W 5.00 feet;

S 24° 06' 40" E 1,422.00 feet;

347.90 feet along the arc of a curve to the left, said curve having a radius of 3,149.04 feet, a central angle of 06° 19' 48" and a chord which bears S 27° 16' 34" E 347.73 feet to a point,

said point being on the westerly line of Andrews Trustee;

Thence with Andrews, Trustee and the same line extended with Lebourget Business Park Association Due South 449.66 feet to a point;

Thence departing said Lebourget Business Park Association and running through the property of the aforementioned United States of America, the following courses and distances:

764.05 feet along the arc of a curve to the right, said curve having a radius of 3399.04 feet, a central angle of 12° 52' 45" and a chord which bears N 30° 33' 02" W 762.44 feet;

N 24° 06' 40" W 1809.00 feet;

S 65° 53' 20" W 5.00 feet;

788.44 feet along the arc of a curve to the left, said curve having a radius of 904.93 feet, a central angle of 49° 55' 12" and a chord which bears N 49° 04' 16" W 763.73 feet;

N 74° 01' 52" W 261.62 feet;

466.73 feet along the arc of a curve to the right, said curve having a radius of 527.46 feet, a central angle of 50° 41' 55" and a chord which bears N 48° 40' 55" W 451.65 feet;

N 23° 19' 57" W 560.69 feet;

359.93 feet along the arc of a curve to the left, said curve having a radius of 300.00 feet, a central angle of 68° 44' 31" and a chord which bears N 57° 42' 12" W 338.73 feet;

364.61 feet along the arc of a curve to the left, said curve having a radius of 1250.00 feet, a central angle of 16° 42' 45" and a chord which bears S 79° 34' 10" W 363.32 feet;

N 18° 47' 13" W 21.99 feet;

33.73 feet along the arc of a curve to the left, said curve having a radius of 1392.39 feet, a central angle of 01° 23' 17" and a chord which bears S 69° 18' 17" W 33.73 feet;

N 21° 45' 14" W 165.50 feet;

153.75 feet along the arc of a curve to the right, said curve having a radius of 1564.42 feet, a central angle of 05° 37' 51" and a chord which bears N 71° 03' 41" E 153.68 feet;

N 13° 56' 13" W 451.61 feet;

327.05 feet along the arc of a curve to the left, said curve having a radius of 427.46 feet, a central angle of 43° 50' 11" and a chord which bears N 35° 51' 19" W 319.13 feet;

630.72 feet along the arc of a curve to the left, said curve having a radius of 1587.02 feet, a central angle of 22° 46' 15" and a chord which bears N 69° 09' 31" W 626.58 feet to a point,

said point being on the easterly line of the aforementioned Alward and Tab I Associates;

Thence with Alward and Tab I Associates due north 265.82 feet to the point of beginning and containing 121.39344 acres more or less.

(dtr.89)

PHR&A

Patton Harris Rust & Associates, pc
3998 Fair Ridge Drive
PO Box 901
Fairfax, Virginia 22030

Fax 703 352-3983
703 273-8700

August 25, 1993

Offices
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Bridgewater, VA
Chantilly, VA
Leesburg, VA
Rockville, MD
Virginia Beach, VA
Winchester, VA

TRACT II

DESCRIPTION OF
PERMANENT EASEMENT FOR THE
DULLES TOLL ROAD EXTENSION

ACROSS THE PROPERTY OF
THE UNITED STATES OF AMERICA

(LEASED TO METROPOLITAN
WASHINGTON AIRPORTS AUTHORITY)
DULLES MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA
AND
HUNTER MILL DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at the westernmost corner of The Innovative Technology Authority and also being on the northerly variable width right-of-way line of United States of America (Dulles Airport Access and Toll Road);

Thence running with said The Innovative Technology Authority, 1064.09 feet along the arc of a curve to the right, said curve having a radius of 5929.58 feet, a central angle of 10° 16' 55" and a chord which bears S 71° 23' 58" E 1062.66 feet and S 66° 15' 30" E 34.36 feet to a point;

Thence departing said The Innovative Technology Authority and running through said United States of America (Dulles Airport Access and Toll Road), the following courses and distances:

S 23° 44' 30" W 100.01 feet;

N 66° 15' 30" W 215.46 feet;

S 23° 44' 30" W 12.00 feet;

251.39 feet along the arc of a curve to the left, said curve having a radius of 3504.31 feet, a central angle of 04° 06' 37" and a chord which bears N 68° 18' 49" W 251.34 feet;

N 70° 22' 07" W 172.20 feet;

Engineers,
Surveyors,
Planners &
Landscape
Architects

297.71 feet along the arc of a curve to the left, said curve having a radius of 3249.04 feet, a central angle of 05° 15' 00" and a chord which bears N 72° 59' 37" W 297.61 feet;

429.31 feet along the arc of a curve to the left, said curve having a radius of 3693.68 feet, a central angle of 06° 39' 34" and a chord which bears N 78° 56' 54" W 429.07 feet;

N 82° 16' 41" W 371.16 feet to a point,

said point being on the easterly line of United States of America (leased to Metropolitan Washington Airports Authority);

Thence departing aforementioned United States of America (Dulles Airport Access and Toll Road) and running through United States of America (leased to Metropolitan Washington Airports Authority), crossing from Fairfax County, Virginia into Loudoun County, Virginia, N 82° 16' 41" W 207.98 feet to a point, said point lying in Loudoun County, Virginia;

Thence continuing through the property of said United States of America (leased to Metropolitan Washington Airports Authority), the following courses and distances:

353.57 feet along the arc of a curve to the right, said curve having a radius of 1659.02 feet, a central angle of 12° 12' 39" and a chord which bears N 76° 10' 22" W 352.90 feet;

S 28° 51' 24" W 44.66 feet;

Thence crossing from Loudoun County, Virginia into Fairfax County, Virginia, 600.25 feet along the arc of a curve to the left, said curve having a radius of 4543.66 feet, a central angle of 07° 34' 09" and a chord which bears S 64° 55' 41" E 599.81 feet to a point, said point lying in Fairfax County, Virginia;

93.47 feet along the arc of a curve to the left, said curve having a radius of 3779.71 feet, a central angle of 01° 25' 01" and a chord which bears S 69° 25' 16" E 93.47 feet;

S 70° 07' 46" E 21.53 feet to a point,

said point being on the westerly line of the aforementioned United States of America (Dulles Airport Access and Toll Road);

Thence departing said United States of America (Metropolitan Washington Airports Authority) and running through said United States of America (Dulles Airport Access and Toll Road), the following courses and distances:

S 70° 07' 46" E 222.31 feet;

196.91 feet along the arc of a curve to the left, said curve having a radius of 1854.66 feet, a central angle of 06° 04' 59" and a chord which bears S 73° 10' 16" E 196.82 feet;

S 76° 12' 45" E 856.00 feet;

S 72° 21' 11" E 263.73 feet;

S 64° 06' 59" E 421.79 feet;

S 23° 44' 30" W 60.00 feet;

N 66° 58' 28" W 324.16 feet;

326.22 feet along the arc of a curve to the left, said curve having a radius of 3745.72 feet, a central angle of 04° 59' 24" and a chord which bears N 73° 43' 03" W 326.12 feet;

N 76° 12' 45" W 459.07 feet to a point,

said point being on the northerly line of G.W.H. Virginia Corporation;

Thence running with said G.W.H. Virginia Corporation, 212.51 feet along the arc of a curve to the left, said curve having a radius of 5448.88 feet, a central angle of 02° 14' 05" and a chord which bears N 74° 24' 49" W 212.50 feet and 62.25 feet along the arc of a curve to the left, said curve having a

radius of 260.40 feet, a central angle of 13° 41' 48" and a chord which bears N 82° 22' 45" W 62.10 feet to a point;

Thence departing said G.W.H. Virginia Corporation and running through aforementioned United States of American (Dulles Airport Access and Toll Road), N 76° 12' 45" W 191.51 feet to a point, said point being on the easterly line of Dominion Investments, Inc.;

Thence running with said Dominion Investments, Inc., N 31° 41' 26" E 88.94 feet, 346.73 feet along the arc of a curve to the left, said curve having a radius of 5528.81 feet, a central angle of 03° 35' 36" and a chord which bears N 79° 40' 43" W 346.68 feet to a point, said point being a corner to National Concrete Masonry Associates;

Thence departing said Dominion Investments, Inc. and running with said National Concrete Masonry Associates, N 83° 36' 01" W 338.29 feet to a point passing through a point on the line between United States of American (Dulles Airport Access and Toll Road) and United States of America (leased to Metropolitan Washington Airports Authority) at 2.90 feet from the beginning thereof;

Thence departing said National Concrete Masonry Associates and running through said United States of America (leased to Metropolitan Washington Airports Authority) and crossing from Fairfax County, Virginia into Loudoun County, Virginia, the following courses and distances:

764.79 feet along the arc of a curve to the right, said curve having a radius of 4693.66 feet, a central angle of 09° 20' 09" and a chord which bears N 62° 10' 04" W 763.94 feet to a point, said point lying in Loudoun County, Virginia;

N 57° 30' 00" W 1704.32 feet;

2450.19 feet along the arc of a curve to the right, said curve having a radius of 5883.58 feet, a central angle of 23° 51' 38" and a chord which bears N 45° 34' 11" W 2432.52 feet;

N 33° 38' 22" W 496.67 feet;

684.25 feet along the arc of a curve to the right, said curve having a radius of 1091.74 feet, a central angle of 35° 54' 36" and a chord which bears N 49° 34' 54" W 673.10 feet;

N 31° 37' 36" W 181.15 feet;

573.66 feet along the arc of a curve to the left, said curve having a radius of 904.93 feet, a central angle of 36° 19' 18" and a chord which bears N 49° 47' 15" W 564.11 feet;

N 67° 56' 55" W 786.53 feet;

N 65° 56' 41" W 302.54 feet;

N 62° 07' 50" W 752.77 feet;

425.82 feet along the arc of a curve to the right, said curve having a radius of 5779.58 feet, a central angle of 04° 13' 17" and a chord which bears N 60° 01' 11" W 425.73 feet;

N 57° 54' 33" W 186.32 feet;

N 60° 19' 12" W 166.41 feet;

94.05 feet along the arc of a curve to the right, said curve having a radius of 3399.04 feet, a central angle of 01° 35' 07" and a chord which bears N 57° 06' 59" W 94.04 feet to a point,

said point being on the southerly line of Lebourget Business Park Association;

Thence running with said Lebourget Business Park Association and the same line extended with W.N.B. Corporation, United States of America (Ariane Way) and Glick, Trustee Due East 1907.71 feet to a point;

Thence departing said Glick, Trustee and running through the property of the aforementioned United States of America (leased to Metropolitan Washington Airports Authority), the following courses and distances:

S 12° 17' 33" E 601.24 feet;

S 62° 07' 50" E 722.07 feet;

1164.51 feet along the arc of a curve to the right, said curve having a radius of 2341.83 feet, a central angle of 28° 29' 28" and a chord which bears S 47° 53' 06" E 1152.55 feet;

S 33° 38' 22" E 117.96 feet;

614.05 feet along the arc of a curve to the left, said curve having a radius of 904.93 feet, a central angle of 38° 52' 43" and a chord which bears S 53° 04' 44" E 602.34 feet;

S 72° 31' 06" E 1100.86 feet;

S 89° 32' 42" E 68.30 feet;

S 72° 31' 06" E 167.69 feet;

N 87° 21' 05" E 46.49 feet;

N 88° 34' 51" E 54.81 feet;

S 59° 23' 57" E 145.21 feet;

S 86° 03' 57" E 20.54 feet;

S 12° 45' 24" E 176.86 feet;

327.89 feet along the arc of a curve to the right, said curve having a radius of 514.46 feet, a central angle of 36° 31' 01" and a chord which bears S 18° 16' 19" E 322.37 feet;

S 00° 00' 48" E 211.97 feet;

792.02 feet along the arc of a curve to the left, said curve having a radius of 1933.86 feet, a central angle of 23° 27' 57" and a chord which bears S 11° 44' 46" E 786.50 feet;

S 23° 28' 45" E 238.06 feet;

S 57° 30' 00" E 1184.89 feet;

379.63 feet along the arc of a curve to the left, said curve having a radius of 1544.02 feet, a central angle of 14° 05' 14" and a chord which bears S 64° 32' 37" E 378.67 feet to a point,

said point being on the line of Noursi, Trustee;

Thence running with said Noursi, Trustee, S 39° 21' 41" E 59.01 feet and S 85° 27' 17" E 386.98 feet to a point, said point being on the westerly line of the aforementioned United States of America (Dulles Airport Access and Toll Road);

Thence departing said United States of America (leased to Metropolitan Washington Airports Authority) and continuing with said Noursi, Trustee, N 20° 03' 10" W 29.12 feet to a point;

Thence departing said Noursi, Trustee and running through said United States of America (Dulles Airport Access and Toll Road), the following courses and distances:

S 76° 25' 16" E 69.15 feet;

S 78° 04' 43" E 72.50 feet;

S 79° 36' 22" E 262.59 feet;

S 78° 04' 43" E 283.00 feet;

S 68° 45' 15" E 61.52 feet

to the point of beginning and containing 131.54131 acres more or less.

Subject, however, to all easements, rights-of-way and restrictions of record.

This description has been prepared without the benefit of a title report and does not, therefore, necessarily indicate all encumbrances on the property.

(dtr.90)

453

455

457

ANNEX C

Plat Showing Adjusted Easement Area

September 29, 1993

Metropolitan Washington
Airports Authority
44 Canal Center Drive
Alexandria, Virginia 22314

Attn: Naomi Klaus, Esq.

Re: Dulles Toll Road Extension Project ("DTRE")

Dear Naomi:

In connection with the DTRE, please cause the appropriate officer to sign this letter at the signature block below to confirm Metropolitan Washington Airports Authority's ("MWAA") consent to each of the following:

1. Toll Road Corporation of Virginia ("TRCV") intends to assign all of TRCV's right, title and interest in and to the Agreement (the "Agreement") dated July 2, 1992 between TRCV and MWAA to Toll Road Investors Partnership II, L.P., a Virginia limited partnership ("TRIP II"). TRIP II intends to accept such assignment and assume all of TRCV's obligations under the Agreement.

2. No rent will be due under the Agreement for calendar year 1992. Rent for 1993 shall be due upon financial closing and recordation of the Easement Agreement from MWAA to TRIP II.

3. Brown & Root, rather than Kiewit Eastern Corp., will be the construction contractor for the project.

4. Neither TRIP II nor TRCV shall be obligated to maintain professional liability insurance. Attached is a certificate showing the professional liability insurance currently maintained by Dewberry & Davis, the project engineers. TRIP II shall require Dewberry & Davis to maintain professional liability insurance in an amount not less than that required by the Agreement throughout its involvement in the project. At the request of MWAA, TRIP II will use best efforts to obtain evidence of such insurance from Dewberry & Davis.

5. MWAA has issued a permit for clearing and grubbing in connection with construction of the Highway in the Highway

Easement area, and in connection therewith has reviewed and approved the clearing and grubbing plans submitted by TRCV. MWAA has also approved the grading, drainage and utility plans prepared by Dewberry & Davis, and MWAA has issued permits for relocation of (a) the American Telephone & Telegraph fiber optic cable line on the MWAA property and the Loudoun County Sanitation Authority ("LCSA") improvements to the locations shown on TRCV's construction drawings, and (b) the Virginia Power improvements to the location shown on plans submitted to MWAA, the location of which was approved by MWAA in a letter dated August 27, 1993 from MWAA to TRCV.

6. Nothing in this letter, the Agreement, the Consent or the Deed of Easement shall make TRIP II responsible for any of the expenses relating to the construction, maintenance and operation of the mass transit rail service contemplated by Section 3 of the Agreement.

7. For purposes of Subsection 5.b of the Agreement, TRIP II's obligations to holders of debt will be deemed satisfied when the conditions of Section 10.4 of the Note Agreement dated September 28, 1993 among TRIP II and certain of its lenders have been met. Nothing contained in this paragraph shall be construed to allow TRIP II to defer payment of the Alternative Percentage Payment once the restrictions on Distributions set forth in Section 10.4 of those certain Note Agreements dated September 28, 1993 have been satisfied, if the levels of traffic set forth in Schedule B on page 8 of the Agreement have been met for the current year.

8. The gasoline filling station referred to in Section 6 of the Agreement shall not be located on the land covered by the Easements.

9. MWAA acknowledges that the Closing Date has been extended to October 15, 1993.

10. MWAA agrees that if TRIP II defaults in any of its obligations under the Agreement, then MWAA shall not have the right to terminate the Agreement or any of the Easements, except as specifically provided in Subsection 5(a) of the Deed of Easement. However, termination shall not be deemed to be the exclusive remedy for noncompliance with the terms and conditions of

the Agreement or the Deed of Easement. MWAA may exercise any other rights available to it by law or equity.

11. MWAA agrees that if TRIP II commences the clearing and grubbing work described in paragraph 6 above, then TRIP II shall be deemed to have commenced "construction" as such term is used in Section 5a(i) of the Deed of Easement.

Capitalized terms not otherwise defined herein shall have the meaning specified in the Agreement.

TOLL ROAD CORPORATION OF VIRGINIA,
a Virginia corporation

By: _____
Name: CHARLES E. WILLIAMS
Title: Chief Operating Officer

TOLL ROAD INVESTORS PARTNERSHIP II,
L.P., a Virginia limited
partnership

By: Shenandoah Greenway
Corporation, a Delaware
corporation, general partner

By: _____
Name: Brock Davenport
Title: Treasurer

Accepted and agreed to:

METROPOLITAN WASHINGTON AIR-
PORTS AUTHORITY

By: _____

Title: _____

0204:268RMG.93

Appendix L

Obligation to Town of Leesburg

Deborah C. Welsh
ATTORNEY AT LAW

120 EDWARDS FERRY ROAD, NE
LEESBURG, VIRGINIA 22075

703-777-5590
FAX 703-777-5780
METRO 703-478-8536

29 April 1993

Tom Mason
Town of Leesburg
25 West Market St.
Leesburg, VA 22075

Re: Toll Road Corporation of Virginia

Dear Tom:

Enclosed for your file please find a copy of the executed Implementation Agreement between the Town of Leesburg and the Toll Road Corporation of Virginia.

If you have any questions or if I can be of any further assistance, please feel free to contact me.

Very truly yours,

Deborah C. Welsh

Enclosure

/jgh

HAND DELIVERED

IMPLEMENTATION AGREEMENT

This Implementation Agreement is entered into this 21st day of July, 1992 by and between the TOWN OF LEESBURG, VIRGINIA, a Virginia municipal corporation (hereinafter "Town") and the TOLL ROAD CORPORATION OF VIRGINIA, its successors and assigns, 7 East Market Street, Leesburg, Virginia 22075 (hereinafter "TRCV").

RECITALS:

WHEREAS, TRCV has obtained a Certificate of Authority from the State Corporation Commission pursuant to Section 56-539 of the Virginia Highway Corporation Act of 1988 (the "Act") to construct the Dulles Toll Road Extension (hereinafter "DTRE") from the existing Dulles Toll Road, across the lands of the Metropolitan Washington Airport Authority, through a portion of Eastern Loudoun County and terminating within the corporate limits of the Town; and

WHEREAS, TRCV is in the process of forming Toll Road Investors Partnership II, L.P. ("TRIP II") as a Virginia Limited Partnership for the purpose of owning, constructing, operating and maintaining the DTRE pursuant to the Act; and

WHEREAS, on April 10, 1990 the Town and TRCV entered into a letter agreement, wherein the Town stated its support for the construction of the DTRE; and

WHEREAS, TRCV and certain property owners within the Town have applied to subdivide their properties in order to establish the right-of-way necessary for that potion of the DTRE located within the Town; and

WHEREAS, the Planning Commission of the Town approved the preliminary (right-of-way) plat for the DTRE on February 13, 1992; and

WHEREAS, final plat and construction plan approval for the DTRE is conditioned upon the resolution of several outstanding issues, the resolution of which is addressed by this Agreement; and

WHEREAS, TRCV and the Town desire to make certain provisions herein respecting the parties future relationship, including the assignment of this Agreement by TRCV to TRIP II; and

WHEREAS, Section 56-546(D) of the Act authorizes the Town and TRCV to enter into agreements on any matter supplemental or related to the DTRE according to such terms and conditions as are reasonable, appropriate, and in the public interest.

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

1. The Town agrees, following Planning Commission approval of the final subdivision plats for the DTRE and approval by the Director of Engineering and Public Works for the Town of all construction plans identified in paragraph 2 below, to approve and, where required, execute: a) the construction drawings and final (right-of-way) plats for the construction of the DTRE; b) easements to be conveyed by the Town to TRIP II, as described in Attachment 1 to the Escrow Agreement attached hereto as Exhibit A (the "**Escrow Agreement**"); c) easements to be conveyed or assigned to, and accepted by, the Town in a form to be approved by the Town Attorney, as described in Attachment 2 to the Escrow Agreement; and d) the easements to be acquired by TRIP II, as described in Attachments 1 and 2 to the Escrow

Agreement. The specific easements to be acquired shall be as set forth in the deeds of easement identified in Attachments 1 and 2 to the Escrow Agreement, and shall include all the easements identified in Exhibit B to this Agreement. Both TRCV and the Town agree that the executed final plats and the easements as set forth above shall be delivered by the Town to Real Title Company, Inc., as escrow agent (the "Escrow Agent") who shall not release or record said plats and easements in the land records of Loudoun County until the conditions of the Escrow Agreement have been satisfied. The Town agrees that upon receipt of evidence from the Escrow Agent that the plats and easements, as referenced in the attachments to Exhibit A, have been recorded in accordance with the Escrow Agreement, the Town shall release the approved construction plans and/or revised construction drawings, which shall be consistent with the approved plats, approved easements and any and all supporting data, to TRCV and thereafter TRCV shall be authorized to commence construction of the DTRE within the Town limits, provided the bond as set forth in paragraph 3 below has been provided to the Town.

2. TRCV agrees to make, install and construct all public and private improvements within the confines of the Town's jurisdictional limits as shown on the construction plans and the specifications as per the plans identified below. Such plans are subject to the review and approval of the Director of

Engineering and Public Works for the Town, in accordance with applicable VDOT and Town standards. Said construction plans are titled as follows:

A. SEGMENT D

Grading and Drainage Plans
From: Rte. 15 By-Pass
To: Sta. 215+00

DULLES TOLL ROAD EXTENSION

B. SEGMENTS D and BN

Clearing and Grubbing Plans
From: Rte. 15 By-Pass
To: Goose Creek (Sta. 351+00.00)

DULLES TOLL ROAD EXTENSION

C. SEGMENTS D and BN

Finishes Plan
Signing and Pavement Markings

DULLES TOLL ROAD EXTENSION

D. PAVEMENT PLAN

3. The performance of TRCV's obligation to install improvements, facilities and utilities pursuant to the construction plans within the Town limits shall be secured by a performance bond, held by the Town, in the amount of $1,319,487.00 and in a form to be approved by the Town Attorney.

4. TRCV shall grade all streets that are shown on the plans or plat and install base and surface to such streets as provided by the current Town and Virginia Department of Transportation ("VDOT") specifications and as directed by the Director of Engineering and Public Works and VDOT and shall install such storm drains as shall be required by the Director of Engineering and Public Works.

5. TRCV shall grade the land as shown on the plat or plan in accordance with the approved grading plan and construct swales and underground pipes or tile, if required by the Director of Engineering and Public Works, and construct and install underground water drainage such as sluices, culverts, and/or pipe sewers in order to eliminate the collection of surface water in any low spot and to take care of the drainage of any water course or other area where water accumulates made necessary by the grading of any street, lot or other improvement.

6. TRCV agrees to construct, at any time during the term of this Agreement and any extensions thereof, when required to do so by the Director of Engineering and Public Works and within thirty days after written notice to TRCV, temporary drainage swales, ditches and waterways as per specifications, drawings or instructions from the Director of Engineering, to eliminate the ponding of water or the accumulation of water and mud in the area.

7. TRCV shall construct and install sanitary sewers and water mains, fire hydrants and connections and appurtenances for these facilities in accordance with the approved plans set forth in paragraph 2, above.

8. TRCV agrees that at any time and from time to time during the terms of this Agreement and any extensions thereof regularly granted that the Director of Engineering and Public Works determines that it is necessary to remedy dust conditions on the streets the Director of Engineering may without notice to TRCV order the streets or any part thereof treated by an independent contractor to prevent dust and charge the cost of same to the contractor or TRCV and on failure of TRCV to pay for same the Town may refuse to release the bond, certified check or other form of security as approved by the Town Council securing the performance of this Agreement until all charges are paid, or may enforce this Agreement as hereinafter provided.

9. Prior to construction, TRCV shall provide the Town with proof of coverage and a copy of the liability insurance policy(ies) required under Section 56-545 of the Code of Virginia, which includes the Town as an additional insured during the period of construction. The limits of liability for the liability insurance will be $55 million, including primary coverage of $5 million and excess coverage of $50 million. TRCV shall give the Town ten days notice of any material change or cancellation of said liability insurance.

10. Where the work is carried on in or adjacent to any street or public place, TRCV shall at his own expense furnish and erect such barricades, fences,

lights and danger signals; shall provide such watchmen; and shall take such other precautionary measures to the protection of persons or property and of the work as may be required by the Director of Engineering. TRCV will be responsible for all damage to the work or persons or property due to failure of barricades, signs, lights, or watchmen to protect. TRCV's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project has been accepted or the bond released by the Town.

11. Prior to commencing construction of any physical improvement of facility pursuant to this Agreement, TRCV will obtain, or cause any and all contractors and/or subcontractors to obtain, proper construction permits for the performance of any such work.

12. TRCV agrees that all things to be done and performed as shown on the plans and plats and all materials, installation, construction and other things called for under this Agreement shall be furnished, done and performed to the satisfaction of the Director of Engineering and Public Works and that approval of the subdivision or development plans by the Town does not absolve TRCV from any liability for damages or injuries to adjacent property owners and others because of errors or mistakes made in the approval by the Town.

13. TRCV further agrees to indemnify and save harmless the Town and its agents, contractors, invitees, employees, tenants and assigns and property owners,

including those granting easements for the DTRE within the Town limits, and other agents, contractors, invitees, tenants, and assigns, from any and all damages of any nature for which TRCV is legally responsible whatsoever arising out of the performance of any and all things called for to be done, furnished and performed under this Agreement.

14. TRCV shall perform all things called for herein within a period of three years from the date of this Agreement which is hereby fixed by said parties as a reasonable period, but an extension of time may be granted if approved by the Town Council by a resolution duly passed.

15. TRCV shall and does hereby guarantee all work, materials and installation hereunder for a period of one year from the date of written acceptance of same by the Town against defects resulting from the use of inferior materials, equipment or workmanship, and further hereby agrees to maintain same during said one year period. TRCV shall, during the life of this guarantee, make all repairs to or changes in the guaranteed work, materials and installations, which, in the opinion of the Director of Engineering and Public Works, in his sole discretion, are necessary, or are the result of the use of materials, equipment or workmanship which are inferior or defective or which are not according to the original or substituted plans and specifications. TRCV shall and does hereby agree to post with the Town on the actual date that the Town Council releases the performance bond, certified check or other form of security approved by the Town Council for the required public

improvements, an additional bond, certified check or other form of security as approved by the Town Council in the amount of five percent (5%) of the cost of the public improvements, including all work, materials and installations, to insure the faithful performance of the above stated guarantee.

16. TRCV shall within a period of seven work days after the receipt of notice from the Director of Engineering and Public Works and without expense to the Town proceed to remove and replace all unsatisfactory work and/or materials with suitable materials and equipment and make such repairs and do such maintenance work as directed.

17. Failure by TRCV to proceed with or complete in a reasonable time the terms of any provision of said Agreement shall be sufficient reason for the Town to have the defects or deficiencies corrected, or finished, and TRCV and its Surety shall be liable for all expenses incurred by the corrections, or to finish the work.

18. If in the opinion of the Director of Engineering and Public Works an emergency arises that jeopardizes continuity of service and/or public health, welfare, or safety and TRCV is unable to remedy the situation at the time it exists, the Town reserves the right to take steps to have the situation remedied, and TRCV and its Surety shall be liable for all expenses incurred in making these repairs. Any provisions of this Agreement for written notice of time period will be dispensed with when such an emergency exits.

19. Any or all special guarantees by TRCV applicable to definite parts or work, equipment, grading or other items performed or supplied by TRCV shall also continue during the first year of the life of such work, equipment, grading or other items.

20. TRCV agrees, at its own cost, to convey to the Town of Leesburg all of its title and interests in all such physical improvements or facilities required by the Town Council, as the same are shown on the plans referenced in Paragraph 2, above.

21. TRCV agrees that all easements conveyed to the Town as the result of the DTRE shall be in a form acceptable to the Town Attorney and conveyed free and clear of encumbrances which materially adversely affect such easements. TRCV shall be obligated to obtain said easements at its own cost.

22. TRCV and the Town agree, where appropriate, to enter into a three party easement, together with the owner of the subject property, said easement to be conveyed to the Town in a form acceptable to the Town Attorney and will include language whereby TRCV assumes all responsibility for maintenance and agrees to indemnify the Town for any maintenance responsibility.

23. TRCV acknowledges its responsibility to construct the DTRE near the Leesburg Airport in accordance with applicable Federal Aviation Administration (hereinafter "FAA") permit requirements. With regard to specific design of the Battlefield Parkway interchange, TRCV agrees to the development of Alternative II - initial construction for relocated Route 654 shall be accom-

plished as shown on Sheet 6B of 39 in Exhibit 12 to the Commonwealth Transportation Board Resolution to include two lanes from the proposed eastern ramp to Route 621, when the right-of-way is made available to the TRCV at no cost to TRCV and construction of the Route 654/Battlefield Parkway interchange No. 8 shall occur within three months of a submittal of a capacity study performed by the TRCV, which shows a level of service at any two approaches to the Sycolin Road/Route 7/15 bypass of level of Service D or worse, and when the year 2000 toll road projections prepared by TRCV for traffic flow and revenue as previously submitted to the State Corporation Commission ("SCC") are achieved. The service level study will be performed at the request of the town or the TRCV and will follow accepted methodology found in the Highway Capacity Manual published by the Transportation Research Board National Resource Council. TRCV has submitted detailed information to the FAA presenting the proposed design for the Battlefield Parkway interchange, which design shall be approved by the FAA prior to Town approval. The Town shall not be responsible for the cost to construct the Route 654/Battlefield Parkway interchange.

24. The Town shall retain the right to install and maintain road and/or utility crossings of the DTRE within easements presently granted to the Town, subject to the limitations that (a) the Town provide TRCV with at least fifteen (15) days prior written notice of any planned installation or maintenance and that (b) no such installation or maintenance shall have any material adverse

impact on the construction, maintenance, safety and operation of the DTRE and all such installation and/or maintenance shall be performed in accordance with Town and VDOT standards for safety. In no event shall the Town open cut or obstruct the DTRE without express written permission and permitting from VDOT.

25. The Town shall have the right to install and maintain future road and/or utility crossings of the DTRE at any time the Town deems necessary upon issuance of appropriate permits from VDOT. However, the application for any permit from VDOT shall be processed by the TRCV, pursuant to the VDOT Land Use Permit Manual and Utility Relocation Manual in effect at the time of such request for approval. TRCV shall submit said application for approval to VDOT within ten (10) business days of receipt of the same from the Town of Leesburg. The Town of Leesburg shall pay to TRCV the permit and/or processing fee assessed by VDOT, pursuant to VDOT's Land Use Permit Manual, as well as an additional fee of equal amount for review, processing, and administrative expenses of TRCV. As an example, if the fee charged by VDOT is $1,500.00, then the total fee paid by the Town shall be $3,000.00, of which $1,500.00 shall be paid to VDOT and the remaining $1,500.00 shall be retained by TRCV. In no event shall TRCV charge the Town a user fee for any facility that crosses the DTRE or require compensation for the encumbrance. TRCV shall notify the Town of Leesburg of such approvals and/or comments on such approvals within five (5) days of receipt of the same and

the Town of Leesburg shall have the right to address and satisfy such comments. In the event that TRCV fails to submit any application to VDOT within ten (10) business days of receipt, then the Town shall have the right to submit such application directly to VDOT for approval, subject to paying the processing fee to VDOT. In such event, the Town shall not be obligated to pay any fee to TRCV for that application.

26. In the event that TRCV relocates any existing Town utility line or facility, with the Town's approval, the Town agrees to vacate the existing easement area to the extent the boundary description of the existing easement is inconsistent with the boundary description of the replacement easement(s), which will be provided or obtained by TRCV at no cost to the Town, for the relocated utility lines or facilities. The Town shall not vacate an easement in whole or part until the particular improvement which is the subject of the replacement easement has been constructed and accepted by the Town.

27. The Town agrees to accept 2:1 side slopes along the bridge embankment at Tolbert Lane, and TRCV agrees to maintain all slope areas, and to indemnify the Town from maintenance responsibility, and to provide appropriate ground cover as deemed acceptable by the Town (e.g. Crown Vetch or Juniper).

28. TRCV agrees to maintain the Tolbert Lane bridge (overpass) from the top of the structural steel beam and girder down and the Town agrees to maintain from the top of the structural steel beam and girder up, including all appurtenances. The Town shall be afforded reasonable access by TRCV for

purposes of maintaining the Town's portion of the bridge. The Town shall provide TRCV with fifteen (15) days prior written notice of its plans for maintenance on the bridge except for emergency situations where time does not permit written notice. No such maintenance shall have any material adverse impact on the construction, maintenance, safety and operation of the DTRE and all such maintenance shall be performed in accordance with Town and VDOT standards for safety. In the event TRCV fails to properly maintain its portion of the bridge overpass, then the Town may maintain TRCV's portion of said bridge, and TRCV shall reimburse the Town for such maintenance expenses within ten (10) days of invoice.

29. 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:

If to Town:

The Town of Leesburg
25 West Market Street
Leesburg, Virginia 22075
Attn: Steven Brown, Town Manager

with a copy to:

Deborah C. Welsh
Attorney-At-Law
205 Edwards Ferry Road, N.E.
Leesburg, VA 22075

If to TRCV/TRIP II:

Ralph L. Stanley
Chief Executive Officer
Toll Road Corporation of Virginia
7 East Market Street
Leesburg, Virginia 22075

with a copy to: Hazel & Thomas, P.C.
3110 Fairview Park Drive, Suite 1400
Falls Church, Virginia 22042
Attn: Donald N. Goldrosen, Esquire

30. TRCV hereby acknowledges and reaffirms its obligation to pay the Town $13,928.00 within thirty (30) days following the closing of the permanent construction financing for the DTRE. Said amount represents the subdivision application fee deferred by the Town in November 1991, as set forth in Town Council resolution 91-249.

31. The Town hereby consents to TRCV's proposed assignment of this Agreement in whole to TRIP II without further action by the Town. Upon submission of satisfactory evidence to the Town of the assumption of this Agreement by Trip II, TRCV shall automatically be released by the Town from any and all obligations or liabilities arising under this Agreement. A form of assignment and assumption agreement acceptable to the Town is attached hereto as Exhibit C. No further assignment of this Agreement shall be permitted without the express written consent of the Town.

32. This agreement may be amended from time to time provided, however, no change or modification of this Agreement shall be valid unless the same is in writing and is signed by the parties hereto.

33. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

34. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

35. In the event any term or provision of this agreement shall be determined to be illegal or unenforceable, the remaining terms and conditions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Implementation Agreement.

TOLL ROAD CORPORATION OF VIRGINIA

By: _____
Its: Vice President
DAVID S. WEAH

TOWN OF LEESBURG, VIRGINIA

By: James E. Clem
James E. Clem, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that DAVID WASH as Vice President of the TOLL ROAD CORPORATION OF VIRGINIA, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 28th day of July, 1992.

My Commission Expires:
March 31, 1996

Notary Public

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that James E. Clem as Mayor of the TOWN OF LEESBURG, VIRGINIA, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 28th day of July, 1992.

My Commission Expires:
April 30, 1994

Barbara Ann Markland
Notary Public

TOLL ROAD #\IMPL-AGT.TRV

EXHIBIT A

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("**Escrow Agreement**") is made and entered into as of the 28th day of July, 1992, by and among THE TOWN OF LEESBURG (collectively, the "**Grantor**"); TOLL ROAD CORPORATION OF VIRGINIA, a Virginia corporation ("**TRCV**"); and REAL TITLE COMPANY, INC., a Virginia corporation ("**Escrow Agent**").

RECITALS:

A. Grantor owns in fee simple two certain parcels of land (collectively referred to as the "**Property**") located in Loudoun County, Virginia, identified as: 1) Tax Map Parcel 48-72A and being the same land acquired by Grantor by deed recorded in Deed Book 436, at Page 293, among the land records of Loudoun County, Virginia ("**Land Records**"); and 2) Tax Map Parcel _____, and being the same land acquired by Grantor by deed recorded in Deed Book ____, at Page _____, among the land records.

B. Pursuant to two separate Deeds of Easement of even date herewith (collectively, the "**Easements**"), Grantor granted and conveyed unto Toll Road Investors II, L.P., a Virginia limited partnership (the "**Grantee**") to be formed by TRCV prior to Closing, easements affecting the Property subject to the escrow conditions set forth herein for the purpose of the design, construction, operation and maintenance of a toll road known as the Dulles Toll Road Extension ("**DTRE**") pursuant to the Virginia Highway Corporation Act of 1988 as the same may be amended ("**Act**").

C. Grantor, in accordance with its Subdivision and Land Development Regulations, has conditionally approved TRCV's Final Subdivision Plats subject to the

escrow conditions set forth herein for the purpose of establishing the right-of-way for the DTRE.

D. Grantor has delivered to Escrow Agent, in its capacity as escrow agent, the Easements and Final Subdivision Plats and agrees to deliver to Grantee or the County such other documents as may reasonably be required in order to effectuate the Easements, or subdivision of the DTRE (collectively, the "**Escrow Documents**").

E. The parties hereto desire to set forth the terms and conditions of Escrow Agent's engagement and the responsibilities of Escrow Agent with respect to the Escrow Documents.

F. The Recitals are hereby incorporated into and form a part of this Escrow Agreement.

W I T N E S S E T H:

NOW THEREFORE, the parties hereto, intending legally to be bound, do hereby agree as follows:

1. Engagement of Escrow Agent. Grantor and TRCV hereby engage Escrow Agent to serve in the capacity of escrow agent upon the terms and conditions set forth in this Escrow Agreement, and Escrow Agent hereby accepts such engagement and agrees to perform the obligations and responsibilities required of Escrow Agent under this Escrow Agreement.

2. The Escrow Documents. Contemporaneously with the signing of this Escrow Agreement, Grantor shall deliver to Escrow Agent, and Escrow Agent shall accept the Escrow Documents, as more particularly described on Attachment 1 attached hereto and incorporated herein by reference. Escrow Agent agrees to hold and dispose of the Escrow Documents strictly in accordance with the provisions of this Escrow Agreement. If Grantor executes and delivers to Escrow Agent additional documents necessary to establish the Easements or Subdivision of the DTRE, any and all such additional documents shall be deemed a part of the Escrow Documents for all purposes hereunder.

3. Escrow Conditions. The Escrow Agent shall hold the Escrow Documents in accordance with this Escrow Agreement until the receipt or the occurrence of each of the following agreements or events (collectively, "**Escrow Conditions**"):

a. Availability of Funds. Grantee shall have obtained and closed on construction financing acceptable to Grantee which will, subject to customary and ordinary lending practices and conditions, provide an amount sufficient to complete the construction of the entire DTRE for public use as a private toll road.

b. Formation of Grantee. Grantee shall have been formed and be in good standing in accordance with applicable Virginia law.

c. Acquisition of ~~[illegible]~~ Easements. TRCV or Grantee shall have obtained and placed into escrow all of the easements associated with the subdivision of the DTRE within the Town, as more particularly described on Attachment(s) 1 and 2 incorporated herein by reference.

The date that all Escrow Conditions have been satisfied or waived shall be deemed to be the "**Closing**" and the "**Closing Date**" hereunder.

4. Delivery of Escrow Documents. Escrow Agent shall deliver to Grantee (or its agents or representatives) the Escrow Documents on the Closing Date and record the Easements and Final Subdivision Plats among the Land Records. The Escrow Agent shall provide the Grantor with evidence that all plats and easement documents have been placed into escrow and provide Grantor with copies of all recorded documents referenced in Attachments 1 and 2.

5. Release for Approval. Notwithstanding anything set forth herein to the contrary, prior to Closing, upon the written request of TRCV or Grantee, the Escrow Agent shall release any and all Escrow Documents that require governmental approval directly to such governmental agency, solely for its review and approval, with the express instructions that such Escrow Documents must be returned directly to the Escrow Agent.

6. Termination of Escrow and Return of Escrow Documents. The Escrow Documents shall be delivered promptly by Escrow Agent to Grantor upon delivery of written notice to Escrow Agent executed by Grantor and Grantee that the Easement or subdivision approval has been terminated. In the alternative, if Closing has not occurred by September 30, 1992, the Escrow Documents shall be delivered by Escrow Agent to Grantor upon the expiration of fifteen (15) days after Grantor's or Grantee's certification to Escrow Agent of the termination of the Easement, with a copy of said certification being delivered simultaneously to the other party; provided that if prior to the expiration of such 15-day period the other party sends written notice to Escrow Agent objecting to the termination of

the Easement, specifying the reason for making such assertion. with a copy of said notice being delivered simultaneously to the party that delivered the certification of the termination of the Easement, then Escrow Agent shall retain the Escrow Documents until such dispute is resolved by (a) written instructions to the Escrow Agent signed by the Grantor and Grantee, or (b) the entry of a decree by a court of competent jurisdiction resolving the dispute and the expiration of all applicable appeal periods.

In no event shall Escrow Agent retain the Escrow Documents beyond December 31, 1992 if Closing has not occurred.

7. Resolution of Dispute. In the event that the Escrow Agent becomes aware of any dispute with respect to the disposition of the Escrow Documents, whether such dispute arises between TRCV, Grantee and/or the Grantor and others or merely between themselves, it is understood and agreed that the Escrow Agent may interplead such dispute in a court of competent jurisdiction in Loudoun County, Virginia, and Grantee will hold the Escrow Agent harmless and indemnify it against all consequences and expenses which may be incurred by the Escrow Agent in connection therewith.

8. Termination of Escrow Agreement. This Escrow Agreement shall terminate whenever the Escrow Agent has completed all of its duties and responsibilities hereunder; provided, however, that in no event shall this Escrow Agreement terminate until the Escrow Documents are either (i) delivered to Grantee, or (ii) returned to Grantor and canceled, or (iii) in the event of a dispute, deposited into court in an interpleader action pursuant to paragraph 7 above.

9. Replacement of Escrow Agent. In the event that Grantor and Grantee shall for any reason desire to replace the Escrow Agent, Grantor and Grantee shall jointly select a substitute escrow agent to serve hereunder. The escrow agent so selected shall become the Escrow Agent hereunder by agreeing in writing to be bound by this Escrow Agreement and to assume the responsibilities of Escrow Agent hereunder. Upon receiving notice of its replacement, the Escrow Agent named herein or its legal representative and Grantor shall promptly take all actions necessary or appropriate to transfer the Escrow Documents to such new Escrow Agent. Upon completion of such transfer, the Escrow Agent named herein shall be released from all further obligations hereunder.

10. Compensation of Escrow Agent. Escrow Agent shall be entitled to a fee for its services hereunder and to reimbursement for all costs and expenses incurred by Escrow Agent in performing its responsibilities hereunder. TRCV agrees to pay such fee and all such costs and expenses, and Grantor shall have no liability whatsoever for payment of such fees, costs and expenses.

11. Liability of Escrow Agent. Grantor and TRCV agree that Escrow Agent shall not be liable for any damage, liability or loss based on, arising out of or in connection with the services rendered by Escrow Agent pursuant to this Escrow Agreement, except for any damage, liability or loss resulting from Escrow Agent's willful misconduct, gross negligence, or bad faith.

12. Notice. All notices required or permitted to be given hereunder shall be in writing and shall be delivered in person, by private courier service, or by the U.S. Postal

Service, postage prepaid, certified or registered mail, with return receipt requested, addressed as follows:

If to Grantor:	The Town of Leesburg 15 West Market Street Leesburg, Virginia 22075 Attn: Steven Brown, Town Manager
with a copy to:	Deborah C. Welsh Attorney-At-Law 205 Edwards Ferry Road, N.E. Leesburg, Virginia 22075
If to Grantee:	Ralph L. Stanley Chief Executive Officer Toll Road Corporation of Virginia 7 East Market Street Leesburg, Virginia 22075
with a copy to:	Hazel & Thomas, P.C. 3110 Fairview Park Drive Suite 1400 Falls Church, Virginia 22042 Attn: Donald N. Goldrosen, Esquire
If to Escrow Agent:	Real Title Company, Inc. 3949 University Drive Fairfax, Virginia 22030 Attn: Thomas F. Digges, Esquire Vice President

Any party hereto shall have the right to designate any other address for the giving of notices by notice given in the manner provided herein.

13. Amendment. This Escrow Agreement may be amended only by a writing (which may be in counterpart copies) signed by all parties hereto.

14. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

15. Successors and Assigns. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement, under seal, as of the day and year set forth above.

ESCROW AGENT:

REAL TITLE COMPANY, INC.

_____
Date

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

GRANTOR:

THE TOWN OF LEESBURG

July 28, 1992
Date

By: James E. Clem (SEAL)
Name: James E. Clem
Title: Mayor

TOLL ROAD CORPORATION OF VIRGINIA

July 28, 1992
Date

By: David J. Wahl (SEAL)
Name: DAVID J. WAHL
Title: VICE PRESIDENT

ATTACHMENT 1

ESCROW DOCUMENTS FROM TOWN OF LEESBURG

1. a. Deed of Easement - Temporary Construction Easement

2. a. Deed of Easement - Public Access Easement

3. Final Subdivision Plats

ATTACHMENT 2

ADDITIONAL ESCROW DOCUMENTS
(Offsite Easements)

1. The Hakim Easement

2. The Mooney Easement

3. The Stowers Easement

4. The Ours Easement

5. The Royco/Road Loudoun Easement

6. The School Board of Loudoun County Easement

7. The Seventeenth Commerce Properties Easement

8. a. The Grenata Easement
   b. The Grenata Assignment

TOLL ROAD #4ESCR-AGT.EXA

EXHIBIT B

n of :burg :ment mber	Grantor	Grantee	Easement Description	Construction Drawing Sheet Number
	N/F Evergreen Mills Investments	TOL	Permanent 20' waterline easement for waterline construction by TRCV	5
	N/F Mooney and Pournaras Trustees	TOL	Permanent 20' waterline easement for waterline construction by TRCV	3, 5
	N/F Hakim Associates	TOL	Permanent 20' waterline easement for waterline construction by TRCV	3
	N/F Evergreen Mills Investments	TOL	Permanent 20' waterline easement for waterline construction by TRCV	4
	Intentionally Omitted			
	N/F Evergreen Mills Investments	TOL	Temporary 20' construction easement for waterline construction by TRCV	4
	N/F Hakim Associates	TOL	Temporary 20' construction easement for waterline construction by TRCV	3
3	N/F Evergreen Mills Investments	TRCV	Permanent slope maintenance easement	3
)	N/F Hakim Associates	TRCV	Permanent slope maintenance easement	3
'A	N/F Mooney and Pournaras Trustees	TOL	Permanent surface drainage easement. Construction and maintenance by TRCV	7c
'B	N/F Mooney and Pournaras Trustees	TOL	Permanent drainage easement. Construction and maintenance by TRCV	7c
'C	N/F Hakim Associates	TOL	Permanent surface drainage easement. Construction and maintenance by TRCV	7c

= Town of Leesburg
/ = Toll Road Corporation of Virginia

EXHIBIT B

July 27, 1992

Town of Leesburg Easement Number	Grantor	Grantee	Easement Description	Construction Drawing Sheet Number
11	N/F Mooney and Poumaras Trustees	TOL	Temporary 20' construction easement for waterline construction by TRCV	3, 5
12	N/F Evergreen Mills Investments	TRCV	Temporary 20' construction easement	5
13	N/F Evergreen Mills Investments	TRCV	Permanent slope maintenance easement	5
14	N/F Evergreen Mills Investments	TRCV	Temporary construction easement	5
15	N/F Evergreen Mills Investments	TOL	Permanent surface drainage easement. Construction and maintenance by TRCV	7c
16	N/F Evergreen Mills Investments	TRCV	Temporary construction easement	3, 5
	N/F Evergreen Mills Investments	TRCV	Permanent slope maintenance easement	5
18	N/F Evergreen Mills Investments (N. V. Land)	TRCV	Temporary construction easement	3, 4, 6
M 19	N/F Evergreen Mills Investments (N. V. Land)	TRCV	Permanent slope maintenance easement	3, 4
M 20	N/F Evergreen Mills Investments (N. V. Land)	TRCV	Permanent slope maintenance easement	4
-1	N/F Evergreen Mills Investments (N. V. Land)	TOL	Permanent drainage easement. Construction and maintenance by TRCV	3
2	N/F Evergreen Mills Investments (N. V. Land)	TOL	Permanent drainage easement. Construction and maintenance by TRCV	4
3	N/F Evergreen Mills Investments (N. V. Land)	TOL	Permanent drainage easement and permanent surface drainage easement. Construction and maintenance by TRCV	7c, 4

OL = Town of Leesburg
RCV = Toll Road Corporation of Virginia

EXHIBIT B

July 27, 1992

wn of esburg sement umber	Grantor	Grantee	Easement Description	Construction Drawing Sheet Number
4	N/F Evergreen Mills Investments (N.V. Land)	TOL	Permanent surface drainage easement. Construction and maintenance by TRCV	6
5	N/F Evergreen Mills Investments (N. V. Land)	TRCV	Temporary construction easement	6
6	N/F Evergreen Mills Investments (N.V. Land)	TOL	Temporary construction easement for sanitary sewer construction by TRCV.	7
/A	N/F Evergreen Mills Investments (N.V. Land)	TOL	Temporary construction easement for sanitary sewer construction by TRCV	7
B	N/F Evergreen Mills Investments (N. V. Land)	TRCV	Temporary construction easement.	7, 9
3	N/F Evergreen Mills Investments (N. V. Land)	TRCV	Temporary construction easement	7
9	Intentionally omitted.			
/A	N/F Evergreen Mills Investments (N. V. Land)	TOL	Permanent surface drainage easement. Permanent drainage easement. Construction and maintenance by TRCV	7, 7c
/B	N/F Evergreen Mills Investments (N. V. Land)	TOL	Permanent surface drainage easement. Construction and maintenance by TRCV	7,7c
/C	N/F Evergreen Mills Investments (N. V. Land)	TOL	Permanent surface drainage easement. Construction and maintenance by TRCV	7,7c
31	N/F Loudoun County School Board	TRCV	Permanent slope maintenance easement	7

= Town of Leesburg
V = Toll Road Corporation of Virginia

EXHIBIT B

July 27, 1992

n of :burg ement nber	Grantor	Grantee	Easement Description	Construction Drawing Sheet Number
32	N/F Evergreen Mills Investments (N. V. Land)	TRCV	Permanent slope maintenance easement	7
33	N/F Loudoun County School Board	TOL	Permanent slope maintenance easement for Tolbert Lane. Construction and maintenance by TRCV	8
4	N/F Loudoun County School Board	TOL	Temporary construction easement for Tolbert Lane. Construction and maintenance by TRCV	8
5	N/F Royco, Inc. c/o Alan I. Kay Corporation	TOL	Temporary construction easement for Tolbert Lane detour. Construction and maintenance by TRCV	8
6	N/F M. C. Grenata, et. al.	TOL	Temporary construction easement for Tolbert Lane detour. Construction and maintenance by TRCV	8
37	N/F M.C. Grenata, et. al.	TOL	Permanent slope maintenance and drainage easement for Tolbert Lane. Construction and maintenance by TRCV	8
38	N/F Royco, Inc., c/o Alan I. Kay Corporation	TOL	Permanent slope maintenance and drainage easement for Tolbert Lane. Construction and maintenance by TRCV	8
39	N/F Evergreen Mills Investments (N. V. Land)	TOL	Permanent slope maintenance easement for Tolbert Lane. Construction and maintenance by TRCV	9

L = Town of Leesburg
CV = Toll Road Corporation of Virginia

EXHIBIT B

July 27, 1992

/n of sburg ement nber	Grantor	Grantee	Easement Description	Construction Drawing Sheet Number
40	N/F Town of Leesburg	TRCV	Permanent slope maintenance easement for Tolbert Lane. Construction and maintenance by TRCV	9
41	N/F Ours Trustee	TOL	Permanent slope maintenance easement for Tolbert Lane. Construction and maintenance by TRCV	9
2	Town of Leesburg	TRCV	Temporary construction easement for Tolbert Lane detour. Construction and maintenance by TRCV	9
3	N/F Ours Trustee	TOL	Temporary construction easement for Tolbert Lane detour. Construction and maintenance by TRCV	9
/A	N/F Evergreen Mills Investments (N. V. Land)	TOL	Permanent drainage easement. Construction and maintenance by TRCV	9, 7c
/B	N/F Evergreen Mills Investments (N. V. Land)	TOL	Permanent surface drainage easement. Construction and maintenance by TRCV	9, 7c
5	N/F Grenata, et. al.	TOL	Temporary public access easement for Tolbert Lane detour. Construction and maintenance by TRCV	8
6	N/F Royco, Inc., Parcel A c/o Alan I. Kay Corporation	TOL	Temporary public access easement for Tolbert Lane detour. Construction and maintenance by TRCV	8
7	N/F Royco, Inc., Parcel B Loudoun Limited Partnership	TOL	Temporary public access easement for Tolbert Lane detour. Construction and maintenance by TRCV	9

= Town of Leesburg
V = Toll Road Corporation of Virginia

EXHIBIT B

July 27, 1992

Town of Leesburg Easement Number	Grantor	Grantee	Easement Description	Construction Drawing Sheet Number
48	N/F Ours Trustees	TOL	Temporary public access easement. Construction for Tolbert Lane detour. Construction and maintenance by TRCV	9
49	Town of Leesburg	TRCV	Temporary construction easement and temporary public access easement for Tolbert Lane detour. Construction and maintenance by TRCV	9
50	Town of Leesburg (Commonwealth of Virginia)	TRCV	Temporary public access easements for DTRE across Tolbet Lane (Quitclaim easement)	

TOL = Town of Leesburg
TRCV = Toll Road Corporation of Virginia

EXHIBIT C

AGREEMENT made this ____ day of July, 1992 between TOLL ROAD CORPORATION OF VIRGINIA (the "Assignor") and TOLL ROAD INVESTORS PARTNERSHIP II, L.P., a Virginia Limited Partnership (the "Assignee")

R E C I T A L S

The Assignor on July _____, 1992 entered into an Implementation Agreement with the Town of Leesburg, Virginia, a Virginia municipal corporation, (the "Agreement") regarding the subdivision, construction, maintenance, and operation of the Dulles Toll Road Extended (DTRE), upon the terms set forth in the Agreement which is attached hereto and incorporated herein.

The Agreement is by its terms assignable to Assignee, the performance of the duties thereunder delegable, and the Assignee desires to acquire the rights and is willing to perform the duties of the Assignee thereunder.

It is therefore agreed:

1. Assignment. The Assignor hereby assigns to the Assignee all of its interest in the Agreement with the Town of Leesburg, dated July ____, 1992.

2. Performance of Duties. The Assignee hereby assumes and covenants to be bound by and perform all the duties responsibilities, obligations and indemnities of the Assignor and accepts all of the rights and benefits confirmed under the Agreement, and guarantees to hold Assignor harmless from any claim or demand made thereunder.

IT WITNESS WHEREOF, the parties have signed this instrument.

TOLL ROAD CORPORATION OF VIRGINIA

By: _____

Name: _____
Its: _____

TOLL ROAD INVESTORS PARTNERSHIP, II

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ _____ as _____ of the TOLL ROAD CORPORATION OF VIRGINIA, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 1992.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ _____ as _____ of the TOLL ROAD INVESTORS PARTNERSHIP II, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of _____, 1992.

_____
Notary Public

My Commission Expires:

_____

TOLLROAD/Assign

Leesburg,
Virginia

PRESENTED July 13, 1993

RESOLUTION NO. 93-136

ADOPTED July 13, 1993

A RESOLUTION: AUTHORIZING AMENDMENT NUMBER ONE TO THE IMPLEMENTATION AND ESCROW AGREEMENTS WITH THE TOLL ROAD CORPORATION OF VIRGINIA

WHEREAS, Resolution 92-115, adopted on July 14, 1992, authorized the Mayor to sign the Implementation and Escrow Agreements with the Toll Road Corporation of Virginia for the Dulles Toll Road Extension to Leesburg; and

WHEREAS, The Implementation and Escrow Agreements were signed by the Mayor on July 28, 1992; and

WHEREAS, The Toll Road Corporation of Virginia has proposed Amendment Number One of the Implementation and Escrow Agreements which will update the names and addresses of the parties designated to receive written communications relative to the agreements and change certain expiration dates in the Escrow Agreement; and

WHEREAS, The Deputy Town Attorney has approved the legal form and content of the proposed amendment.

THEREFORE, RESOLVED by the Council of the Town of Leesburg as follows:

The Mayor is hereby authorized to sign on behalf of the Town Amendment Number One to the Implementation and Escrow Agreement with the Toll Road Corporation of Virginia in a form approved by the Town Attorney.

PASSED this 13th day of July, 1993.

James E. Clem

James E. Clem, Mayor
Town of Leesburg

ATTEST:

Barbara Messinger
Clerk of Council

R:numbl.res

FIRST AMENDMENT TO IMPLEMENTATION AGREEMENT

THIS FIRST AMENDMENT TO IMPLEMENTATION AGREEMENT ("**First Amendment**") entered into this 13th day of July 1993, by and between THE TOWN OF LEESBURG, VIRGINIA, a Virginia municipal corporation (the "**Town**") and the TOLL ROAD CORPORATION OF VIRGINIA, its successors and assigns, 109 Carpenter Drive, Suite 200, Sterling, Virginia 20164 ("**TRCV**").

RECITALS:

WHEREAS, the Town and TRCV entered into that certain Implementation Agreement dated July 28, 1992 (the "Agreement"), in which the parties agreed that, upon the resolution of several outstanding issues and the receipt, approval, and execution of certain conditions set forth in the Agreement, TRCV would be authorized to commence construction of the Dulles Toll Road Extension within the Town limits.

WHEREAS, the Town and TRCV have agreed to amend the Agreement and to modify certain terms and conditions set forth therein.

W I T N E S S E T H :

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

1. The recitals set forth above are incorporated herein by this reference as though fully set forth herein.

2. All defined terms used herein and not defined herein shall have the same meaning as set forth in the Agreement.

3. The Town and TRCV agree that Section 29 of the Agreement is deleted in its entirety and replaced with the following:

29. 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 respectfully as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

If to Town:	The Town of Leesburg 25 West Market Street Leesburg, Virginia 22075 Attn: Steven Brown, Town Manager
with a copy to:	Ms. Deborah C. Welsh Deputy Town Attorney 120 Edwards Ferry Road, N.E. Leesburg, Virginia 22075
If to TRCV/TRIP II:	Mr. Ralph L. Stanley Chief Executive Officer Toll Road Corporation of Virginia 109 Carpenter Drive, Suite 200 Sterling, Virginia 20164

with a copy to: Hazel & Thomas, P.C.
3110 Fairview Park Drive, Suite 1400
Falls Church, Virginia 22042
Attn: Donald N. Goldrosen, Esquire

4. Except as expressly modified in this First Amendment, all other terms and conditions of the Agreement continue in full force and effect without modification.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Implementation Agreement, as of the day and year first written above.

TOLL ROAD CORPORATION OF VIRGINIA

By: _____
Its: Charles E. Williams

THE TOWN OF LEESBURG, VIRGINIA

By: _____
James E. Clem, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Charles E. Williams as Chief Operating Officer of the TOLL ROAD CORPORATION OF VIRGINIA, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 30 day of July, 1993.

My Commission Expires:

My Commission Expires July 31, 1997

Teresa J. Padgett
Notary Public

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that James E. Clem as Mayor of the TOWN OF LEESBURG, VIRGINIA, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 31st day of July, 1993.

My Commission Expires:
April 30, 1994

Barbara Ann Messinger
Notary Public
(Commissioned as: Barbara Ann Markland)

4116:004SSK.93

Appendix M

VDOT Easement

The form of easement through VDOT's secondary road rights-of-way for the right-of-way for the DTRE to be annexed as Exhibit M to this Agreement shall be for a term equal to the term of TRIP II's Certificate of Authority and shall allow TRIP II and its successors and assigns to maintain and operate the DTRE and provide anticipated improvements for as long as its Certificate remains in effect. The interest granted to TRIP II under such easement shall contain no limitations or conditions that would render TRIP II's interest in the entire right-of-way for the DTRE unmarketable or interfere with TRIP II's financing of the Project.

FORM OF DEED OF EASEMENT

THIS DEED OF EASEMENT (this "Deed of Easement"), made this ____ day of _____, 199_, by and between the COMMONWEALTH OF VIRGINIA, acting by and through the Commonwealth Transportation Commissioner, Grantor, and TOLL ROAD INVESTORS PARTNERSHIP II, L.P., a Virginia Limited Partnership, its successors or assigns, Grantee;

WHEREAS, during the 1988 Session, the General Assembly of Virginia by Virginia Acts of Assembly, Chapter 650, authorized the conveyance of the right of way comprising portions of [describe secondary roadway] to Grantee.

WHEREAS, the State Corporation Commission of Virginia has issued to Grantee a certificate of authority (the "Certificate of Authority") pursuant to Section 5-539 of the Virginia Code (as amended from time to time, the "Code").

WHEREAS, the Virginia Department of Transportation ("VDOT") and Grantee have entered into that certain Comprehensive Agreement, dated September __, 1993 (the "Comprehensive Agreement").

NOW, THEREFORE, for and in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor does hereby release, remise and quitclaim unto Grantee, its successors and assigns, an easement for the uses and for the term described herein over the parcels described as follows, all of which lie in Dulles

Magisterial District, Loudoun County, Virginia (the "Easement Area"):

[Legal Description of Easement Area]

2. Term. The easement granted herein shall run with the land but shall terminate upon the earlier of the following events: (i) the expiration of the Certificate of Authority or (ii) the date that Grantor assumes construction and/or operation of the DTRE (as such term is defined in the Comprehensive Agreement) pursuant to Section 56-549 of the Code.

3. Permitted Uses. Grantee, during the term of this Deed of Easement, shall have the right to use the Easement Area for the DTRE in accordance with the terms of the Comprehensive Agreement. Grantee shall also have the right to maintain and operate the DTRE in the Easement Area, and to construct improvements thereon, all in accordance with the terms of the Comprehensive Agreement.

4. Existing Encumbrances. This Deed of Easement is subject to any rights, privileges, or easements encumbering the herein described Easement Area, whether located above, upon, or under the surface, either presently in use or of record.

IN WITNESS WHEREOF, the Commonwealth of Virginia, acting by and through Ray D. Pethtel, Commonwealth Transportation Commissioner, has caused this Deed of Easement to be executed in her name as of the day, month, and year first above written.

COMMONWEALTH OF VIRGINIA

By: _____(SEAL)
Commonwealth Transportation Commissioner

By: _____(SEAL)
Governor of Virginia

COMMONWEALTH OF VIRGINIA

City of Richmond, To-Wit:

I, _____, a Notary Public in and for the State of Virginia at Large, do certify that Ray D. Pethtel, Commonwealth Transportation Commissioner, whose name is signed to the foregoing writing baring date of the ____ day of _____, 199_, has acknowledged the same before me.

My commission expires:_____

Given under my hand this ____ day of _____, 199_.

_____
Notary Public

COMMONWEALTH OF VIRGINIA

City of Richmond, To-Wit:

I, _____, a Notary Public in and for the State of Virginia at Large, do certify that _____ _____, Governor of Virginia, whose name is signed to the foregoing writing baring date of the ____ day of _____, 199_, has acknowledged the same before me.

My commission expires:_____

Given under my hand this ____ day of _____, 199_.

_____
Notary Public

FORM OF QUITCLAIM DEED

THIS DEED made this ____ day of _____, 19__ by and between TOLL ROAD INVESTORS PARTNERSHIP II, L.P., a Virginia limited partnership, having an address at 109 Carpenter Drive, Suite 206, Sterling, Virginia, GRANTOR and the VIRGINIA DEPARTMENT OF TRANSPORTATION, GRANTEE:

W I T N E S S E T H:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey in fee simple and without warranty of title unto GRANTEE the following described property, situate, lying and being in the County of Loudoun, Virginia, to wit:

[PROPERTY DESCRIPTION]

This conveyance is subject to all restrictions, rights of way and easements of record.

WITNESS the following signature:

TOLL ROAD INVESTORS PARTNERSHIP, II, L.P., a Virginia limited partnership

By: _____
General Partner

STATE OF VIRGINIA:
COUNTY OF LOUDOUN:

The foregoing instrument was acknowledged before me this ____ day of _____, 19__, by _____, (Vice) President of _____, General Partner of TOLL ROAD INVESTORS LIMITED PARTNERSHIP, II, a Virginia limited partnership.

_____
Notary Public

My commission expires: _____

APPENDIX M
DULLES TOLL ROAD EXTENSION
SUMMARY OF CROSS-ROADS/RELOCATION AND REPLACEMENT SECONDARY RIGHTS OF WAY

As of 27 September, 1993

ROAD	SEGMENT	DISPOSITION	TYPE OF EXIST. R/W	REPLACEMENT	REMARKS	PORTIONS OF RIGHT OF WAY & EASEMENT TO BE CONVEYED TO VDOT	DATE OF CONVEYANCE
1. Route 15	D Shts 3, 4, 5	Underpass at DTRE (D-1)	Fee Simple			See Plat #36 - easements 6, 7, 8, 11, & 42	At acceptance of construction.
2. Route 654	D Shts 8, 9	Overpass at DTRE (D-2)	Fee Simple	Maintain vertical relocation within existing ROW	-Future ramps. -Continuous ROW issue (need to reflect on plans?) -Need to verify ownership of this road. (VDOT or TOL). -See note.*	See exhibit for 50' ROW and future slope maintenance easements. See Plat #39 - slope maintenance easements 5, 10, 11, 12. Plat #36 Esmts. 32, 33, 35. Plat #37 Esmt. 2. Plat #38 Esmt. 3. Plat #40 Esmts. 2, 4.	At acceptance of construction.
3. Route 653	BN Shts 4, 5, 6	Relocation (BN-3)	Prescriptive	Public access easement & Fee Simple	-See Note* -Future ramps	See exhibit for ROW (width varies) and future slope maintenance easement. See Plat #47 P.A.E. 15, 19, 23, Esmts. 13, 14, 17, 18, 20, 22. See Plat #48 P.A.E. 12, 13, Esmt. 4, 5, 6, 7, 8, 9, 10.	At acceptance of construction.
4. Route 648	BN Shts 9, 15, 16, 17	Relocation	Prescriptive	50' dedication	-Relocated section & detour in place prior to Bridge BN-6 start. -ROW to be acquired by TRCV & dedicated to Loudoun County for public street use. -See Plat #6 for ex Rt. 648.	See Plat #90 for street dedication. See Plat #49 - easements 10, 11, 12, 13, 14, 15, 17, 19, 20, 21, 22, 24, 25, 26, 28.	At Closing.

APPENDIX M
DULLES TOLL ROAD EXTENSION
SUMMARY OF CROSS-ROADS/RELOCATION AND REPLACEMENT SECONDARY RIGHTS OF WAY

ROAD	SEGMENT	DISPOSITION	TYPE OF EXIST. R/W	REPLACEMENT	REMARKS	PORTIONS OF RIGHT OF WAY & EASEMENT TO BE CONVEYED TO VDOT	DATE OF CONVEYANCE
5. Route 643	BN Shts 10, 11	Overpass at DTRE (BN-6)	Prescriptive	-Maintain existing horizontal alignment	-Need to resolve Loudoun County comment regarding fee simple right-of-way for this road.	See exhibit for ROW (80' wide over Bridge BN-6). See Plat #49, 10, 13, 16, 18, 26, 27, 28. See Plat #50, 2, 3, 5, 8, 9, 10, 11.	At acceptance of construction.
6. Route 643 "Relo-cated"	BS Shts 5, 6, 7, 7A	-Relocate -Cul-de-Sac existing at road at 659 interchange (east side) (BS-1)	Prescriptive	Varies (70' min.) Fee Simple	-See sheet 5 for cul-de-sac. -Need landowner consent to abandon public right-of-way (i.e., private road.)	See exhibit for ROW (70' wide over Bridge BS-1). See Plat #10 for relocated Rt. 643 ROW. See Plat #54, Esmts. 8, 11, 12, 13, 15, 16, 18, 19, 21. 22. See Plat #57, Esmt. 3.	At acceptance of construction.
7. Route 659	BS Shts 7A, 8, 9, 10	Overpass at DTRE (BS-2)	Fee Simple	105' typical fee simple ROW	-Future interchange expansion.	See exhibit for ROW (170' ultimate dedication). See Plat #54, Esmts. 3, 14.	At acceptance of construction.
8. Claibo-rne Pkwy.	BS Shts 13, 14, 15	Underpass at DTRE (BS-3 & 4)		Fee Simple		See exhibit for ROW (130' wide) and future drainage easement. See Plat #62, Esmts. 7, 8.	At acceptance of construction
9. Route 643	BS Shts 15, 16	Cul-de-Sac	Prescriptive	No	-Abandonment of remaining segment.	See Plat #63 - public access easement 8.	At acceptance of construction.
10. Ryan ByPass	BS Sht 16	N/A	None	To be resolved when constructed.	Future ByPass constructed by others.	See exhibit for ROW (90' wide over Bridges BS-5 & BS-6).	At acceptance of construction.

APPENDIX M
DULLES TOLL ROAD EXTENSION
SUMMARY OF CROSS-ROADS/RELOCATION AND REPLACEMENT SECONDARY RIGHTS OF WAY

ROAD	SEGMENT	DISPOSITION	TYPE OF EXIST. R/W	REPLACEMENT	REMARKS	PORTIONS OF RIGHT OF WAY & EASEMENT TO BE CONVEYED TO VDOT	DATE OF CONVEYANCE
11. Route 625	CN Shts 4, 5	Overpass at DTRE (CN-1)	50' fee simple ROW	Maintain vertical relocation within existing ROW	-Resolution pending on disposition of easement from R. Trask & N. Trask. -See Note.*	See exhibit for ROW (50' wide over Bridge CN-1). See Plat #63, Esmt. 23, 24. See Plat #69, Esmts. 6, 8, 9, 10.	At acceptance of construction
12. Route 772	CN Shts. 7, 8, 9	Relocation (CN-2)	Fee Simple	Fee simple and/or public access easement	Cul-de-Sac to be removed, revise Plat #69.	See exhibit for proposed and future ROW and easement. See Plat #68, Esmts. 2, 3. See Plat #74, Esmts, 3,5. See Plat #69, Esmts. 13, 14, 16. See Plat #72, slope easement. See Plat #73, Esmt. 8.	At acceptance of construction.
13. Route 607	CN Shts 13, 14, 15, 16, 17	Proposed initial condition interchange (CN-3)	N/A	Fee Simple	-No existing public road at this location.	See exhibit for ROW and future slope maintenance easement (for ultimate Rt. 607 widening, ROW width varies).	At acceptance of construction.
14. Route 606	CN Shts 20, 21, 22, 24, 26	-Overpass at DTRE -Partial relocation (CN-4) & CN-)	Easement through WDIA	Easement through WDIA	-VDOT easements with MWAA. -Coordination of VDOT plans for 606 widening and transit station. -Plans to be revised. -Need to place Rt. 606 within 160' easement through the DTRE interchange.	See exhibit for ROW and future slope maintenance easements (ROW width varies). See Plat #23 for easements. TRCV to revise Plat #23 after acceptance of Routes 634 and 789.	At acceptance of construction (easement between VDOT & MWAA).
15. Route 789	CN Shts 23, 24, 25	Relocation	Easement through WDIA	90' easement through WDIA	-Need resolution with VDOT/MWAA for replacement easement. TRCV to revise Plat #23.	See Plat #23 for public access easement.	At acceptance of construction.

APPENDIX M
DULLES TOLL ROAD EXTENSION
SUMMARY OF CROSS-ROADS/RELOCATION AND REPLACEMENT SECONDARY RIGHTS OF WAY

ROAD	SEGMENT	DISPOSITION	TYPE OF EXIST. R/W	REPLACEMENT	REMARKS	PORTIONS OF RIGHT OF WAY & EASEMENT TO BE CONVEYED TO VDOT	DATE OF CONVEYANCE
17. Horse-pen Road Route 925	A Shts 6, 7	Relocation	Fee Simple	45' Fee Simple	-TRCV to acquire right-of-way and dedicate it to FFX Co. for public street use.	See Plats #27, 28, 29 & 30 for public street dedication (to Fairfax County.)	At closing
18. Ramp C	A Shts 4, 5, 6	Partial relocation	Street dedication			See Plat #26 for public street dedication (to Loudoun County). See Plat #83, Esmt. 3. See Plat #84 for slope maintenance & drainage easement.	At closing.

NOTE: Not included in above discussions are the additional roadway improvements that will be provided in the future by TRCV, VDOT, or others as outlined in the Comprehensive Agreement.

ERGREEN MILLS INVESTMENTS
(N.V. LAND)

W. B. Roadway

Prop. Elec (U.G.) By NOVEC

Approx Location Of Construction Entrance. Final Location To Be As Approved By Reviewing Agencies (See Note 1)

C/L D.T.R.

ual And Noise Screening Barrier

Prop. Elec (U.G.) By NOVEC

Clearing &

Prop. R/W & L/A Line

ROW

N/F LOUDOUN COUNTY SCHOOL BOARD

MATCH LINE - STA. 10+00

N/F M.C. GRENATA, ET. AL.

MATCH LINE STA. 17+00 SEE SHT. 1

Exist Limit of Clearing & Grubbing

B/L Ramp F (Future)

C/L Route 654 Detour

Temporary Fence To Be In Place During Construction

Prop. Elec Poles By NOVEC

C/L Tolbert Lane (Route 654)

Permanent Slope & Maint Esmt.

Temp. Const. Esmt

Meet Existing Wood Post

Exist Limit of Clearing & Grubbing

Meet Existing Roadway Route 654 Sta. 9+00

B/L Ramp H (Future)

Temp. Const. Esmt

Permanent Slope & Drainage Esm

Exist Limit of Clearing & Grubbing

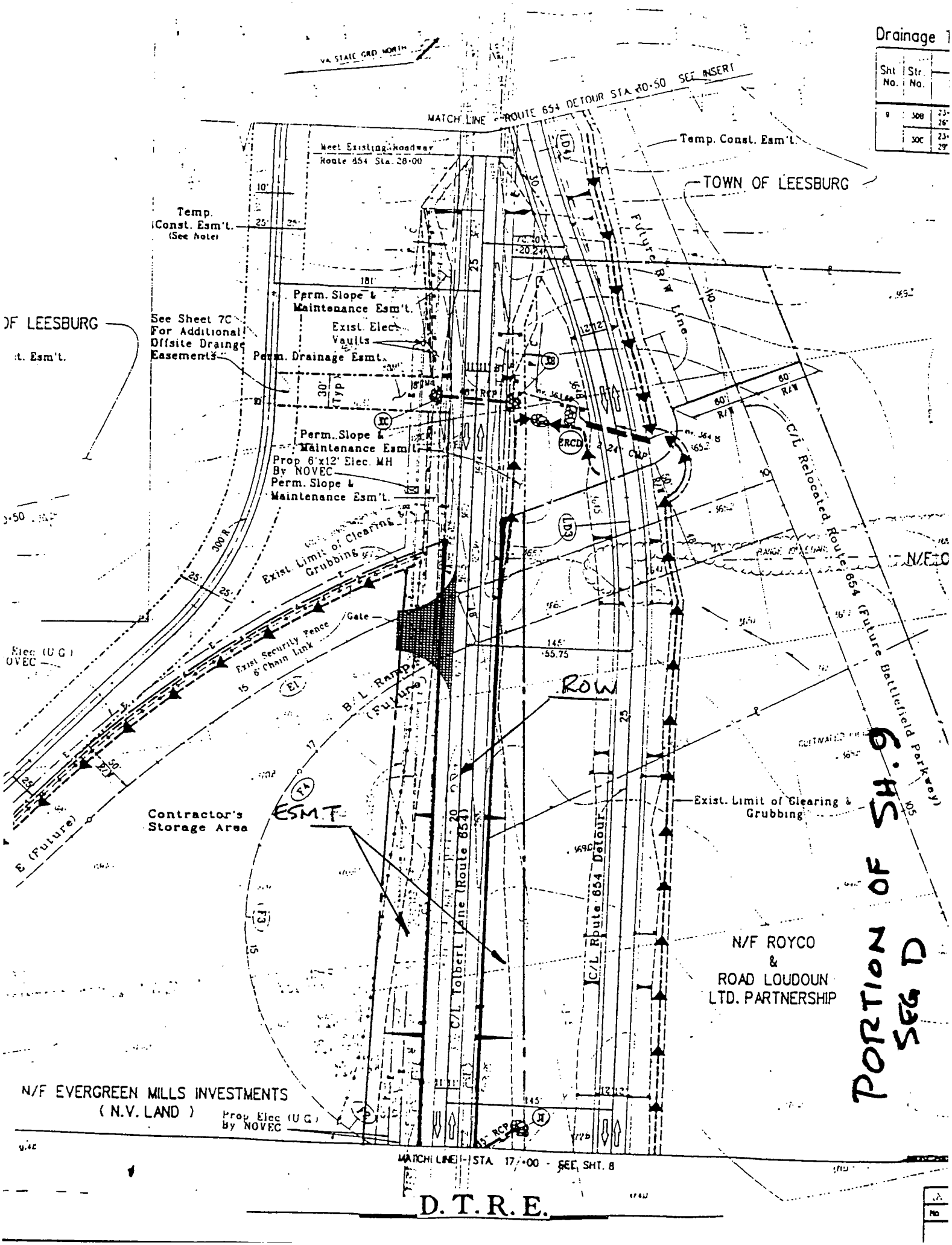
Temp. Const. Esmt.

ESM

PORTION OF SH. 8
SEG D

D. T. R.

..ASERT


Drainage
Sht No.
Str. No.
VA STATE GRID NORTH
MATCH LINE - ROUTE 654 DETOUR STA 20+50 SEE INSERT
Meet Existing Roadway Route 654 Sta. 28+00
Temp. Const. Esm't.
TOWN OF LEESBURG
Temp. Const. Esm't. (See Note)
Future R/W Line
Perm. Slope & Maintenance Esm't.
Exist. Elec. Vaults
See Sheet 7C For Additional Offsite Drainage Easements
Perm. Drainage Esmt.
Perm. Slope & Maintenance Esm't.
Prop. 6'x12' Elec. MH By NOVEC
Perm. Slope & Maintenance Esm't.
Exist. Limit of Clearing & Grubbing
Exist. Security Fence 6' Chain Link
Gate
B/L Ramp (Future)
ROW
ESMT
Contractor's Storage Area
C/L Relocated Route 654 (Future Battlefield Parkway)
C/L Tolbert Lane (Route 654)
C/L Route 654 Detour
Exist. Limit of Clearing & Grubbing
N/F ROYCO & ROAD LOUDOUN LTD. PARTNERSHIP
N/F EVERGREEN MILLS INVESTMENTS (N.V. LAND)
Prop. Elec (U.G.) By NOVEC
MATCH LINE - STA. 17+00 - SEE SHT. 8
PORTION OF SH. 9 SEG D
D.T.R.E.

n

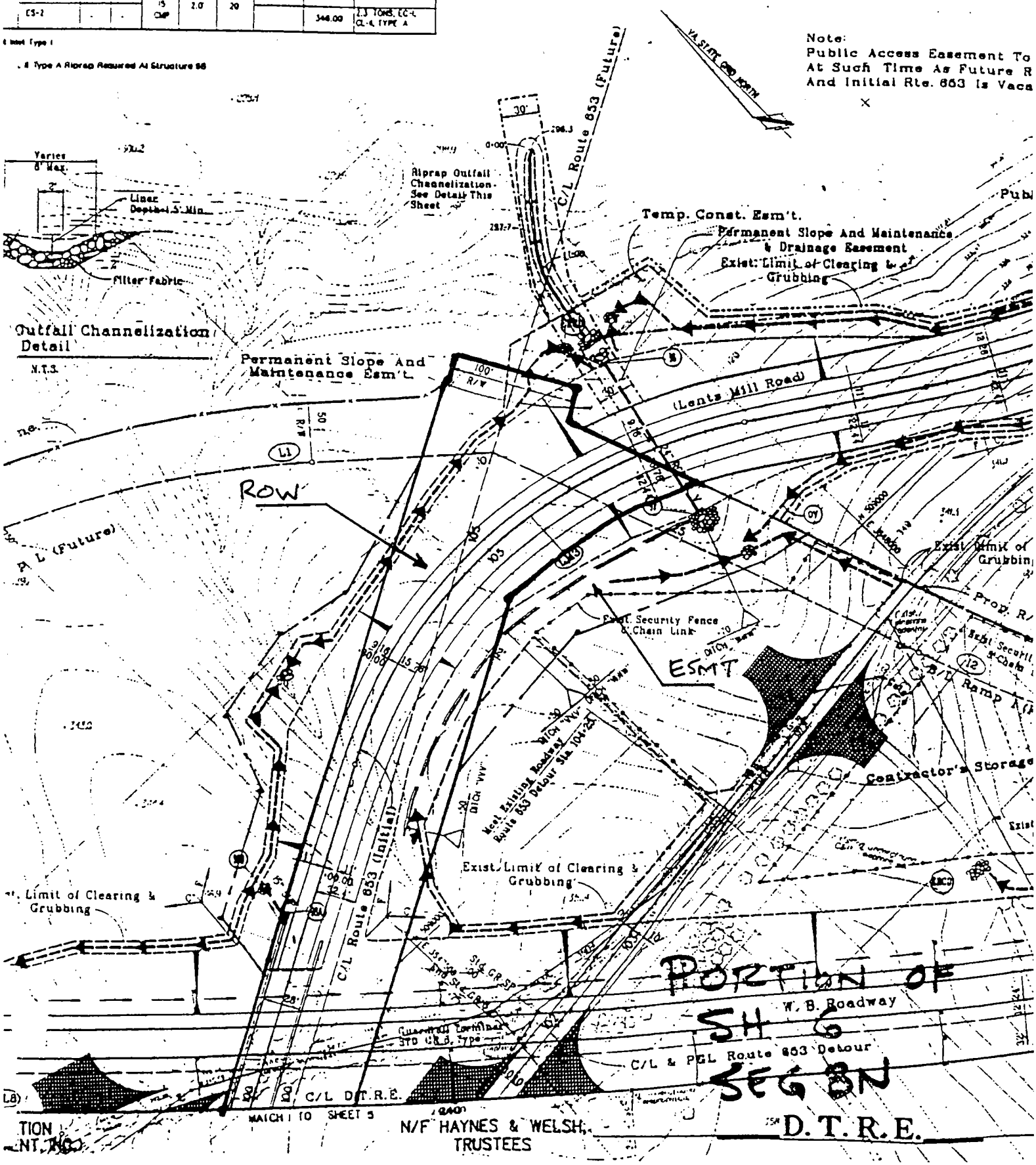
Structure			Pipe					Top Elev. & Remarks
Type	H (Ft.)	L (Ft.)	Size (In.)	Cov. (Ft.)	L (Ft.)	Invert Elevation Upper	Invert Elevation Lower	
	-	-	24 CL V	23.5	145	320.00	-	56.5 TONS, CL-4 TYPE A RIPRAP
	-	-					313.00	OUTFALL CHANNELIZATION (2)
(1)	2.5	10.7	15 CMP	2.0	20	346.80		GRATE 352.50
CS-2	-	-					346.00	2.3 TONS, EC-4, CL-4, TYPE A

Inlet Type I

Type A Riprap Required At Structure 56

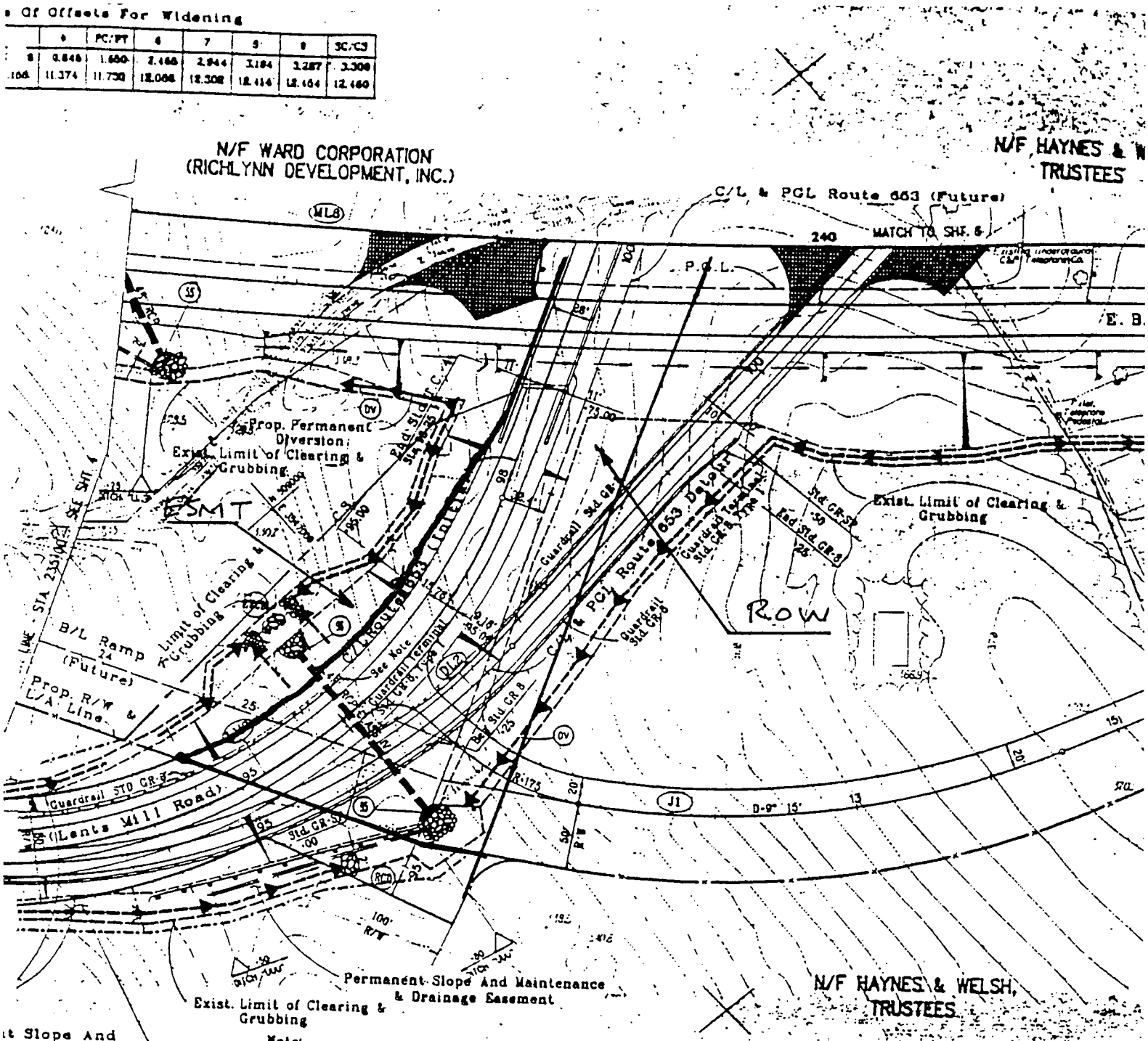
Route 663
TC-4 Table Of Offsets For Widening

0 (LST)		TS/ST	1	2	3	4	PC/PT	6	7	8
6" (180)	ZE	0.000	0.003	0.030	0.068	0.161	0.315	0.468	0.562	0.610
	ZT	11.000	11.002	11.020	11.058	11.152	11.303	11.468	11.562	11.610
14" (160)	ZC	0.000	0.013	0.106	0.356	0.846	1.860	2.466	2.944	3.184
	ZT	11.000	11.006	11.046	11.156	11.374	11.730	12.086	12.302	12.414



s Of Offsets For Widening

	6	PC/PT	6	7	8	9	SC/CS
8	0.846	1.650	2.466	2.944	3.184	3.287	3.300
.106	11.374	11.730	12.086	12.308	12.414	12.464	12.460



Note:

Public Access Easement To Be Null And Void At Such Time As Future Rte. 653 Is Placed And Initial Rte. 653 Is Vacated.

	Pipe					Top Elev. & Remarks
L (Ft.)	Size (In.)	Cov. (Ft.)	L (Ft.)	Invert Elevation Upper	Invert Elevation Lower	
	48	9.5	120	123.00		156.8 TONS TYPE A CL-I
					121.00	GRADE 3.50:00 BACKUP BERM REQUIRED
	48 CL. V	20.0	150	134.00		78.7 TONS TYPE A CL-I
					132.00	22.8 TONS EC-I TYPE A CL-I

24-1310

Notes:

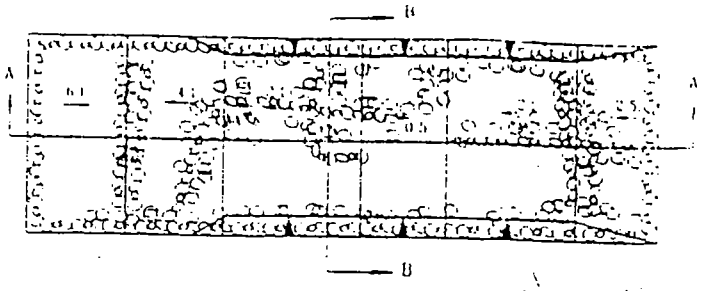
1. Guardrail Shown At This Location Will Be Connected To The Structure In Paving Contract.
2. The Welsh Driveway Is Shown For Accessing The Property Only. Final Location And Design Is Subject To Change And Will Be Determined By TRCV And The Contractor In The Field.

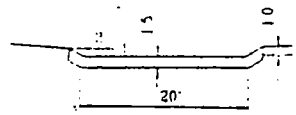
PORTION OF SHEET 5
SEG. BN
D.T.R.E.

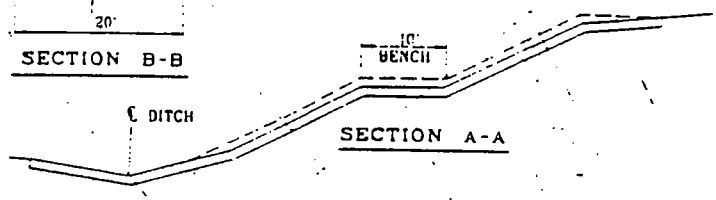
Route 843

TC-4 Table Of Offsets For Widening

1	2	3	4	PC PT	5	6	7	8	9	SC CT
0.003	0.025	0.085	0.202	0.395	0.588	0.705	0.765	0.787	0.790	
11.003	11.025	11.085	11.201	11.393	11.584	11.700	11.760	11.782	11.785	







SLOPE PROTECTION DETAIL

NTS

Access Easement

Permanent Slope, Maintenance And Drainage Esm't.

N/F MADISON LOUDOUN II

Permanent Slope And Maintenance Esm't.

Shelborn Road

Exist. Limit of Clearing & Grubbing

VARIES

MATCH LINE - STA 302+00 - SEE SHT 11

(ML9)

Tons, Cl-I Type H Riprap 24" x 76" @ 1.5' Depth

(See Slope Protection Detail)

ROW

Public Access Easement

Public Access Easement

PORTION OF SH 10

SEG BN

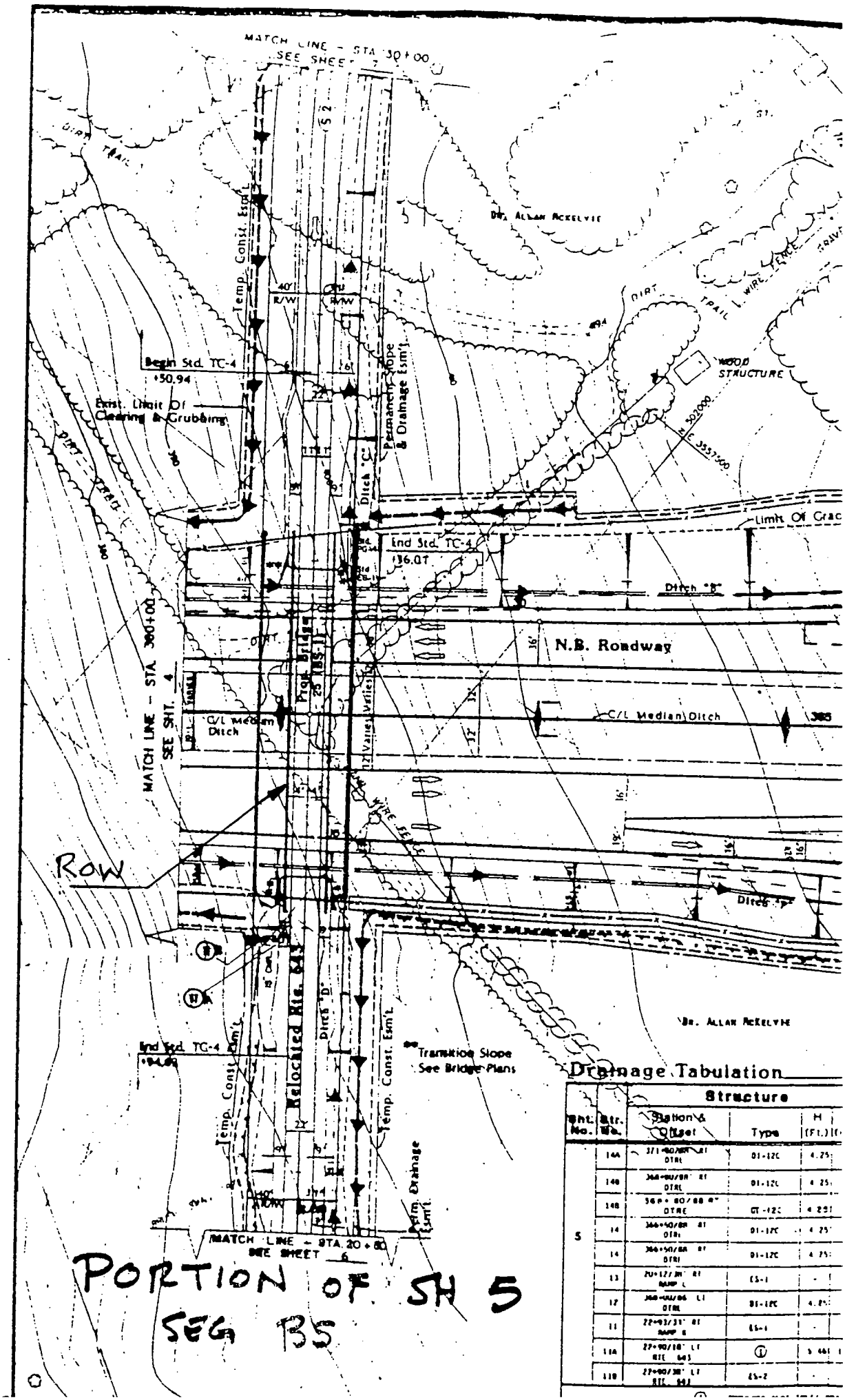
No	Description	Date

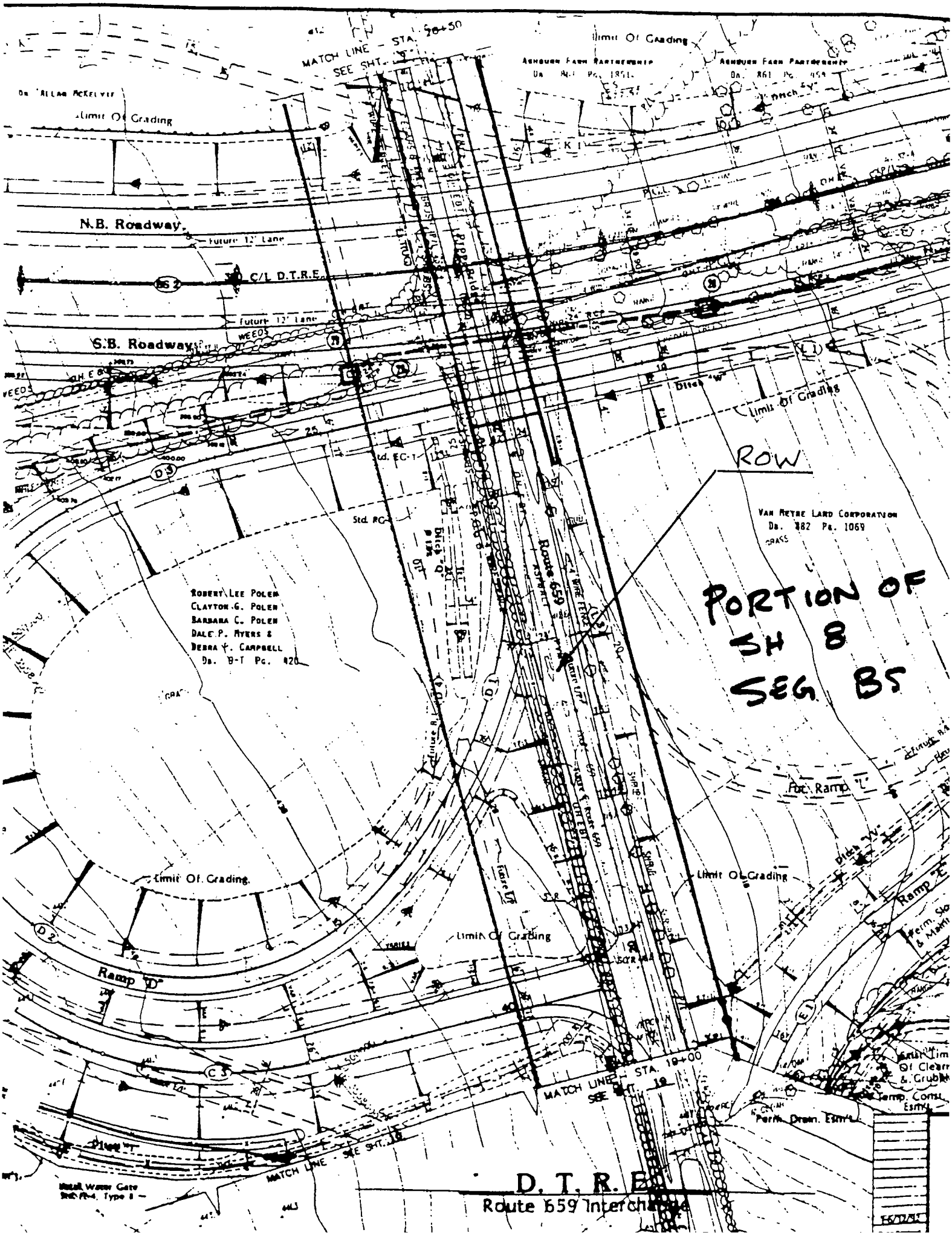
Dewberry & Davis
Goodkind & O'Dea, Inc.
Architects Engineers Planners Surveyors
A Dewberry & Davis Company

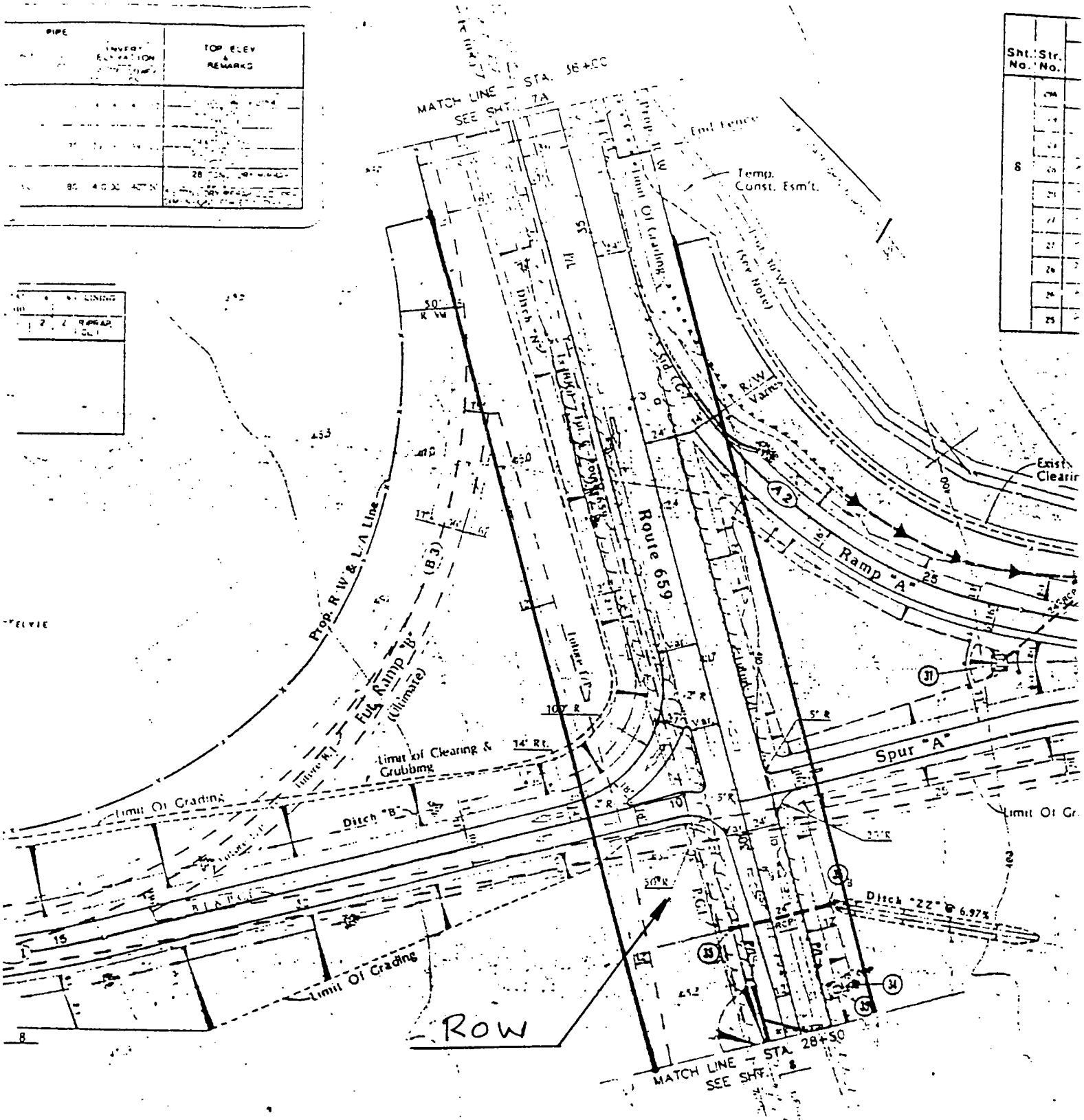
Dulles Toll Road Extension
Segment BN
Grading, Drainage & Utility Plan
Sta 288+00 to Sta 302+00

Toll Road Corporation Of Virginia
T.R.C.V.
7 East Market Street
Leesburg, Virginia 22075

Drawn by
Designed by
Checked by
Date April 1992
Scale 1" = 50'
Plan Number
Sheet 10 of 27


MATCH LINE - STA. 30+00
SEE SHEET 7
Temp. Const. Esm't.
Begin Std. TC-4
+50.94
Exist. Limit Of Clearing & Grubbing
Permanent Slope & Drainage Esm't.
Ditch "C"
End Std. TC-4
+36.07
Ditch "B"
N.B. Roadway
C/L Median Ditch
MATCH LINE - STA. 360+00
SEE SHT. 4
Proposed Bridge
Varies
Relocated Rte. 643
Ditch "D"
Temp. Const. Esm't.
Transition Slope
See Bridge Plans
Drainage Tabulation
Structure
Sht. No.
Str. No.
Station & Offset
Type
H (Ft.)
MATCH LINE - STA. 20+80
SEE SHEET 6
ROW
PORTION OF SH 5
SEG 135


MATCH LINE - STA. 20+50
SEE SHT.
Limit Of Grading
Ashburn Farm Partnership
Ashburn Farm Partnership
N.B. Roadway
Future 12' Lane
C/L D.T.R.E.
Future 12' Lane
S.B. Roadway
WEEDS
Ditch "W"
Limit Of Grading
ROW
Std. RC
Van Metre Land Corporation
Db. 882 Pg. 1069
Robert Lee Polen
Clayton G. Polen
Barbara C. Polen
Dale P. Myers &
Debra Y. Campbell
Db. 8-T Pg. 420
Route 659
PORTION OF
SH 8
SEG. B5
For. Ramp "L"
Limit Of Grading
Limit Of Grading
Limit Of Grading
Ramp "D"
Ramp "E"
STA. 19+00
MATCH LINE
SEE SHT. 19
Temp. Const. Esmt.
Perm. Drain. Esmt.
Water Gate
D. T. R. E.
Route 659 Interchange



D. T. R. E.

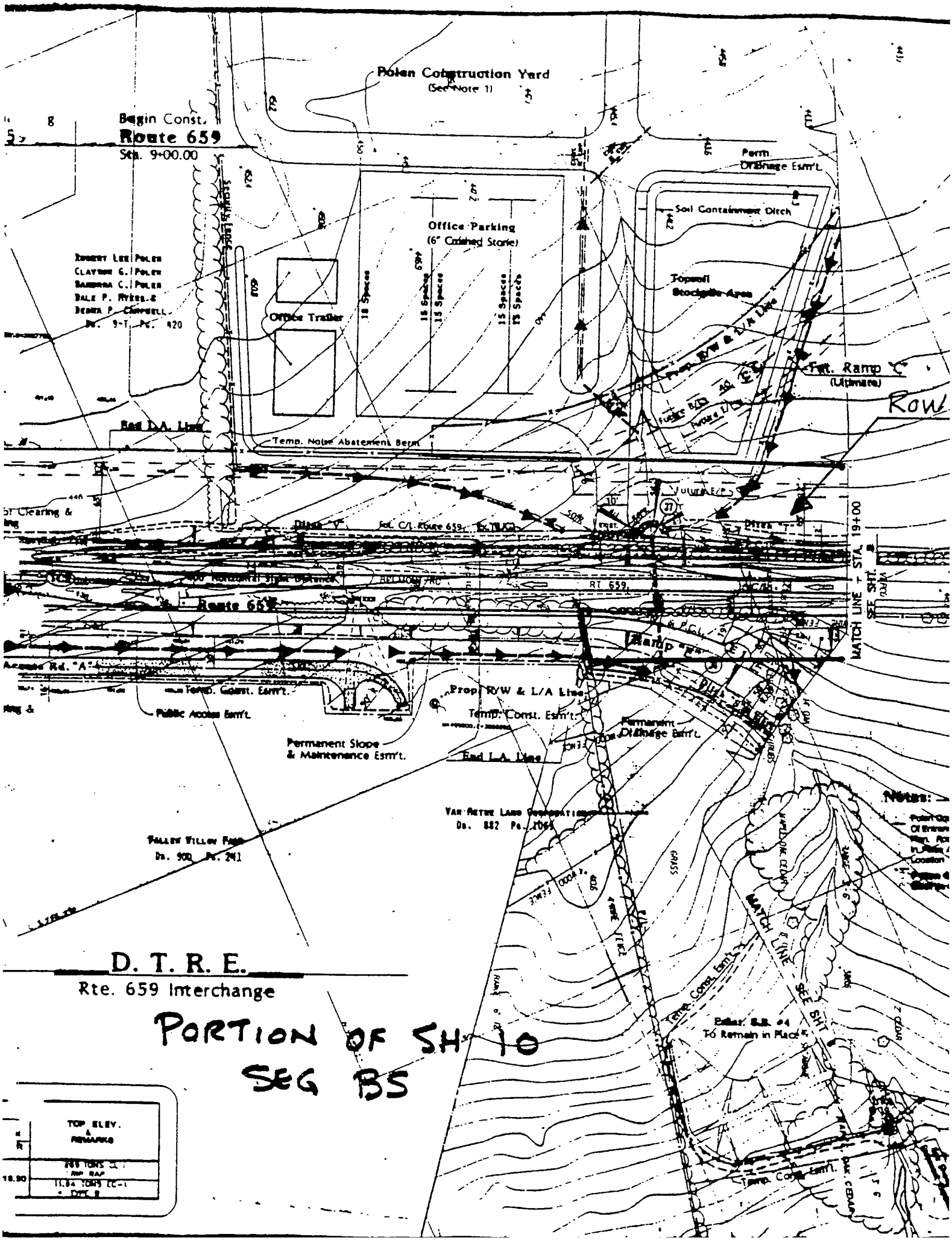
Rte. 659 Interchange

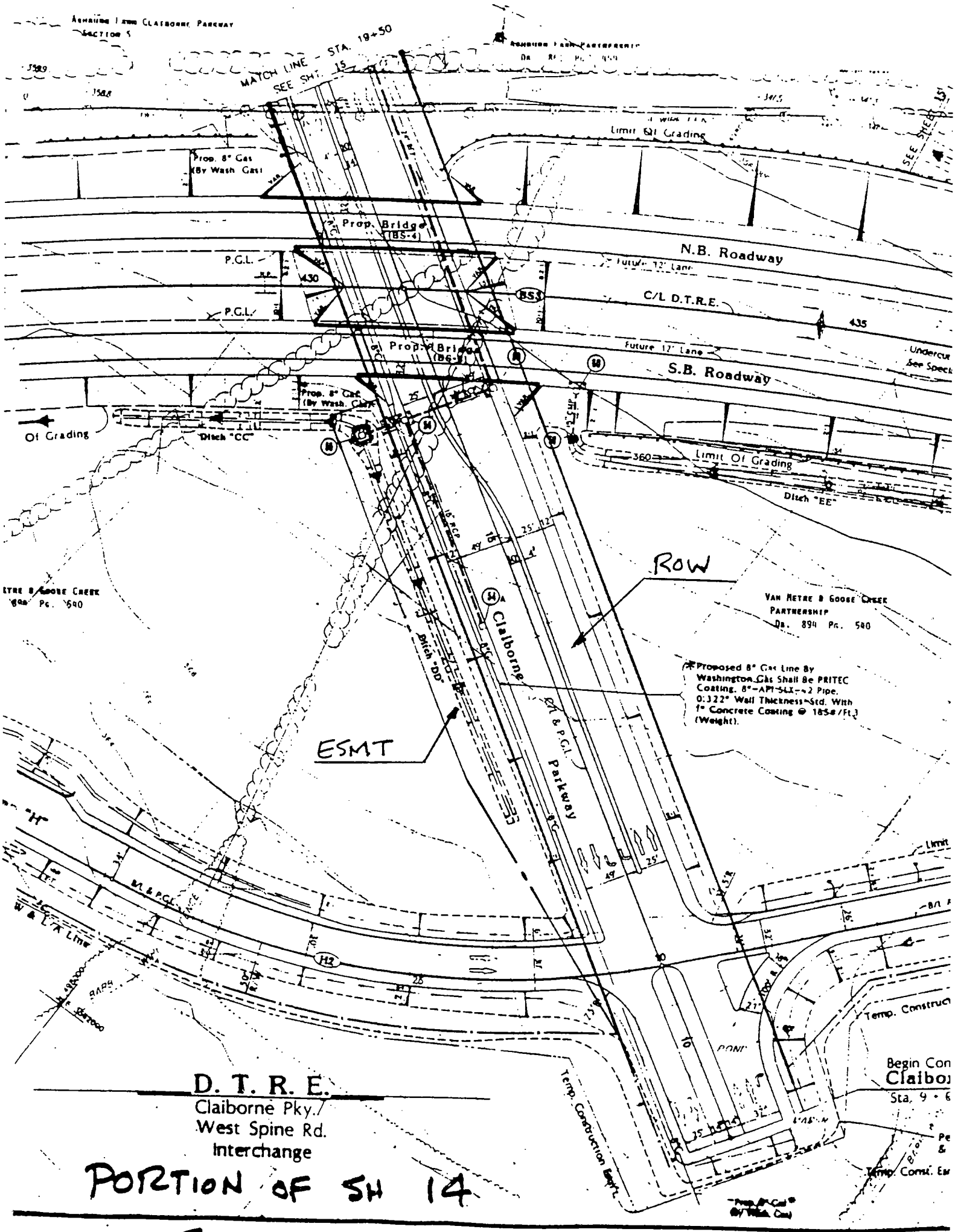
Note: Route 659 Existing 10" Watermain is Shown In Accordance With LCSA Plans, File No. W-52

Removal Of Existing Structures

No	Station/Offset	Length & Type
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

PIRTION OF SHEET 9 SEG. B5


Polen Construction Yard
(See Note 1)
Begin Const.
Route 659
Sta. 9+00.00
Perm. Drainage Esm't.
Soil Containment Ditch
Office Parking
(6" Crushed Stone)
Office Trailer
18 Spaces
15 Spaces
15 Spaces
15 Spaces
Topsoil Stockpile Area
Prop. RW & L/A Line
Fut. Ramp "C"
(Ultimate)
Row
End L.A. Line
Temp. Noise Abatement Berm
Ditch "V"
Fut. C/L Route 659
Ditch "T"
Route 659
Ramp "A"
MATCH LINE - STA. 19+00
SEE SHT. 8
Access Rd. "A"
Temp. Const. Esm't.
Public Access Esm't.
Prop. RW & L/A Line
Temp. Const. Esm't.
Permanent Drainage Esm't.
Permanent Slope & Maintenance Esm't.
End L.A. Line
Notes:
MATCH LINE - SEE SHT.
Temp. Const. Esm't.
Pillar S.B. #4
To Remain in Place
Temp. Const. Esm't.
D. T. R. E.
Rte. 659 Interchange
PORTION OF SH 10
SEG B5
TOP ELEV. & REMARKS
18.90
11.84 TONS EC-1

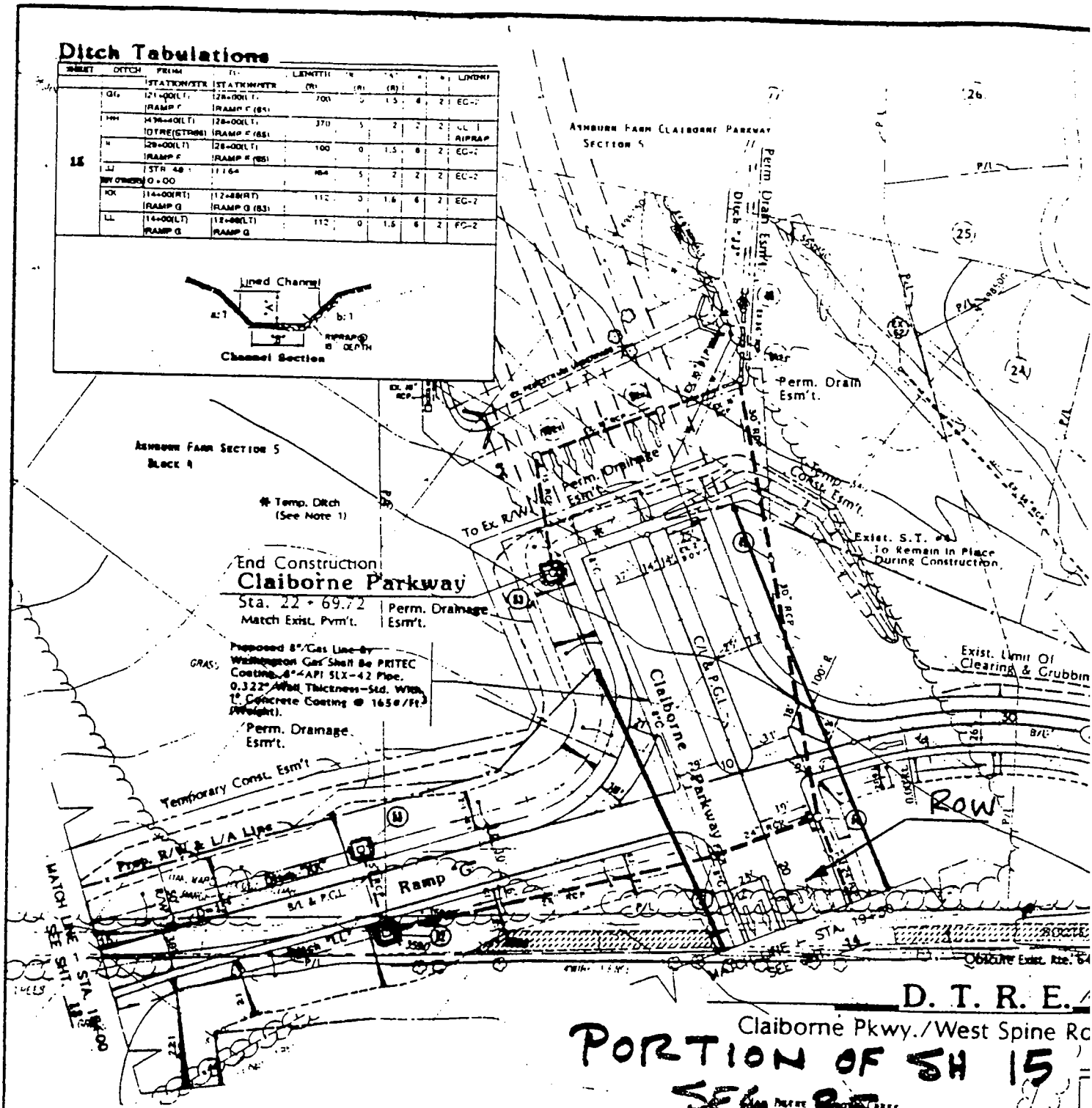

MATCH LINE - STA. 19+50
SEE SHT. 15
Limit Of Grading
Prop. 8" Gas (By Wash Gas)
Prop. Bridge (BS-4)
N.B. Roadway
P.C.L.
430
C/L D.T.R.E.
435
Future 12' Lane
Prop. Bridge (BS-1)
Future 12' Lane
S.B. Roadway
Prop. 8" Gas (By Wash. Gas)
Ditch "CC"
Of Grading
360
Limit Of Grading
Ditch "EE"
ROW
Van Metre & Goose Creek Partnership
Db. 894 Pg. 580
Proposed 8" Gas Line By Washington Gas Shall Be PRITEC Coating. 8"-API-5LX-42 Pipe. 0.322" Wall Thickness-Std. With 1" Concrete Coating @ 185#/Ft. (Weight).
ESMT
Ditch "DD"
Claiborne
Parkway
C/L & P.C.L.
M & P.C.L.
Temp. Construction
Begin Con
Claibo
Sta. 9 + 6
Temp. Const. Ea
D. T. R. E.
Claiborne Pky./
West Spine Rd.
Interchange
PORTION OF SH 14

SEG B5

Ditch Tabulations

SHEET	DITCH	FROM STATION/STR	TO STATION/STR	LENGTH (ft)	H (ft)	V (ft)	Z	n	LINING
15	GG	121+00(LT) RAMP F	128+00(LT) RAMP F (85)	700	0	1.5	4	2	EC-2
	HH	136+40(LT) OTRE(STR#8)	128+00(LT) RAMP F (85)	370	5	2	2	2	CL I RIPRAP
	II	129+00(LT) RAMP F	128+00(LT) RAMP F (85)	100	0	1.5	6	2	EC-2
	JJ	STR 48 BY OTHERS	11+64 0+00	164	5	2	2	2	EC-2
	KK	14+00(RT) RAMP G	12+88(RT) RAMP G (83)	112	0	1.6	6	2	EC-2
	LL	14+00(LT) RAMP G	12+88(LT) RAMP G	112	0	1.6	6	2	EC-2

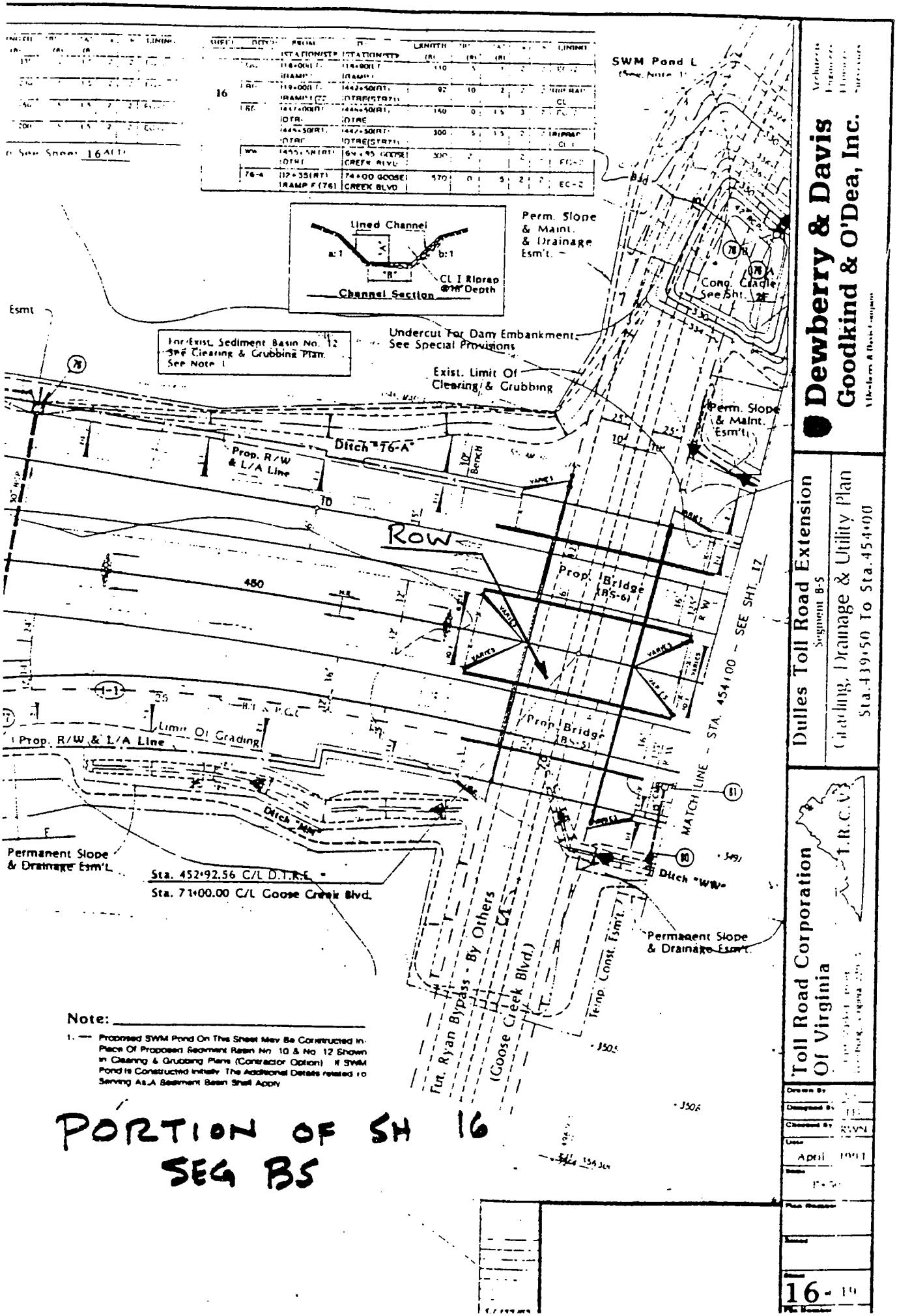
Channel Section



Drainage Tabulations

SHT NO	STR NO	STRUCTURE STATION	OFFSET	TYPE	H (FT)	L (FT)	PIPE SIZE (IN)	COV (FT)	L (FT)	INVERT ELEVATION UPPER END	INVERT ELEVATION LOWER END	TOP ELEV & REMARKS
14	67	438+61	OTRE	124' RT	(2)		36" RCP CL V	2.5	345	352.00	347.00	2.6 TONS CL-I DRY RIP RAP SEE DETAIL SHT
	66	438+40	OTRE	136' LT	EW-1							11.94 TONS EC-2 TYPE A
	60	432+61	OTRE	81' RT	(1)	2.50	15" CMP	1.0	47	376.83	381.00	379.83 SEE SPECIAL DESIGN DWG. # 2154
	90	432+61	OTRE	128' RT	ES-2							2.29 TONS EC-2 TYPE A
	58	16+30	CLAIBORNE PKWY	82' LT	DI-7	9.05	15	10.5	41	352.95	352.13	362.00 GRATE A TYPE
	94	16+30	CLAIBORNE PKWY	41' LT	DI-3B	4.75	8					356.81
	84	16+30	CLAIBORNE PKWY	41' LT	DI-3B	4.75	8	16	5.0	82	351.88	350.24	356.63
	86	16+30	CLAIBORNE PKWY	41' RT	DI-3B	6.89	6					356.63
	88	16+30	CLAIBORNE PKWY	41' RT	DI-3B	6.89	6	24	4.5	390	349.74	348.00	356.63
	80	20+20	CLAIBORNE PKWY	41' RT	DI-3BB	14.72	10					361.23
	8[illegible]	48+65	CLAIBORNE PKWY	41' LT	DI-8B	7.40	10	15	4.0	200	345.21	342.13	359.28
	84	48+30	CLAIBORNE PKWY	41' LT	DI-8B	4.75	6					356.63

(2) FLARED RIPRAP STRUCTURE (1) SHOULDER SLOT INLET DRAIN TYPE



Note:

1. — Proposed SWM Pond On This Sheet May Be Constructed In Place Of Proposed Sediment Basin No. 10 & No. 12 Shown In Clearing & Grubbing Plans (Contractor Option). If SWM Pond Is Constructed Initially The Additional Details related to Serving As A Sediment Basin Shall Apply

PORTION OF SH 16
SEG B5

End Const.
Segment "BS"
(By Other Plan)

Begin Const.
Segment "CN"
Sta. 482 + 00.00

MATCH LINE SEE SHT. 5 STATION 35+00

Exist Limit Of Clearing & Grubbing

VAN METRE & GOOSE CREEK
Ds. 900
Pg. 1187

Perm. Slope & Maintenance Esm't.

Temporary Const. Esm't.

Future R/W (By Others)

Perm. Slope & Maintenance Esm't.

Temp. Const. Esm't.

Exist Limit Of Clearing & Grubbing

Prop. R/W & L/A Line

Limit Of Grading

Prop. Bridge

W.B. Roadway

Future 12' Lane

ROW

C/L D.T.R

P.C.L.

E.B. Roadway

Limit Of Grading

Temporary Const. Esm't.

Perm. Slope & Maintenance Esm't.

Temp. Const. Esm't.

MATCH LINE SEE SHT. 5 STA. 27+50

Perm. Slope & Maintenance Esm't.

VAN METRE & MILLS GENERAL PARTNERSHIP
Ds. 952
Pg. 373

PORTION OF SW. SEG CN

D. T. R. E.

Drainage Tabulation

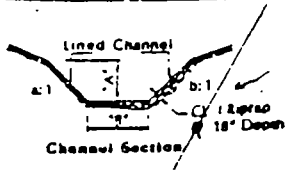
Sht. No.	Str. No.	Structure: Station & Offset	Structure: Type	Structure: H (Ft.)	Structure: L (Ft.)	Pipe: Size (In.)	Pipe: Cov. (Ft.)	Pipe: L (Ft.)	Pipe: Invert Elevation Upper End	Pipe: Invert Elevation Lower End	Top Of Structure & Remarks
4	78A	31+71/23' LT ROUTE 625	SEE NOTE "A"	6.50	10	15" CMP	1.0 MIN	16	341.27	338.10	346.10 SEE NOTE "B"
	78B	31+71/29' LT ROUTE 625	ES-2	-	-						2.1 TONS EC-1 TYPE 4
	78C	31+91/29' RT ROUTE 625	SEE NOTE "A"	2.80	10	18" CMP	1.0 MIN.	30	342.80	338.30	346.70 SEE NOTE "B"
	78D	31+91/27' RT ROUTE 625	ES-1	-	-						2.1 TONS EC-1 TYPE 4

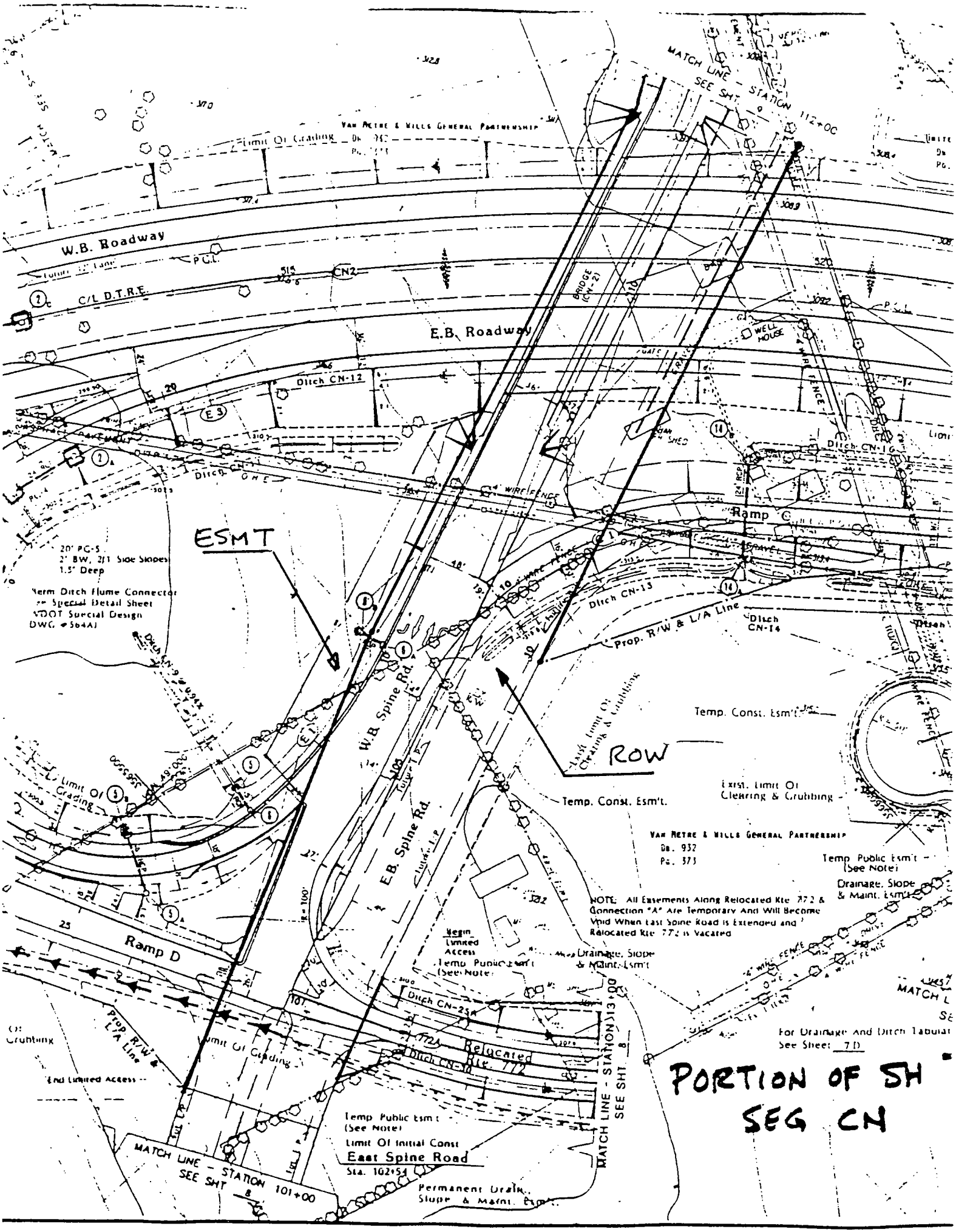
NOTE "A" SPECIAL DESIGN SHOULDER SLOT INLET TYPE 1.

NOTE "B" - TOP OF STRUCTURE ELEVATION FOR SPECIAL DESIGN SHOULDER SLOT INLETS 15' AT TOP OF 4" CURB SEE SPECIAL DESIGN DRAWING NUMBER 2154.

Ditch Tabulation

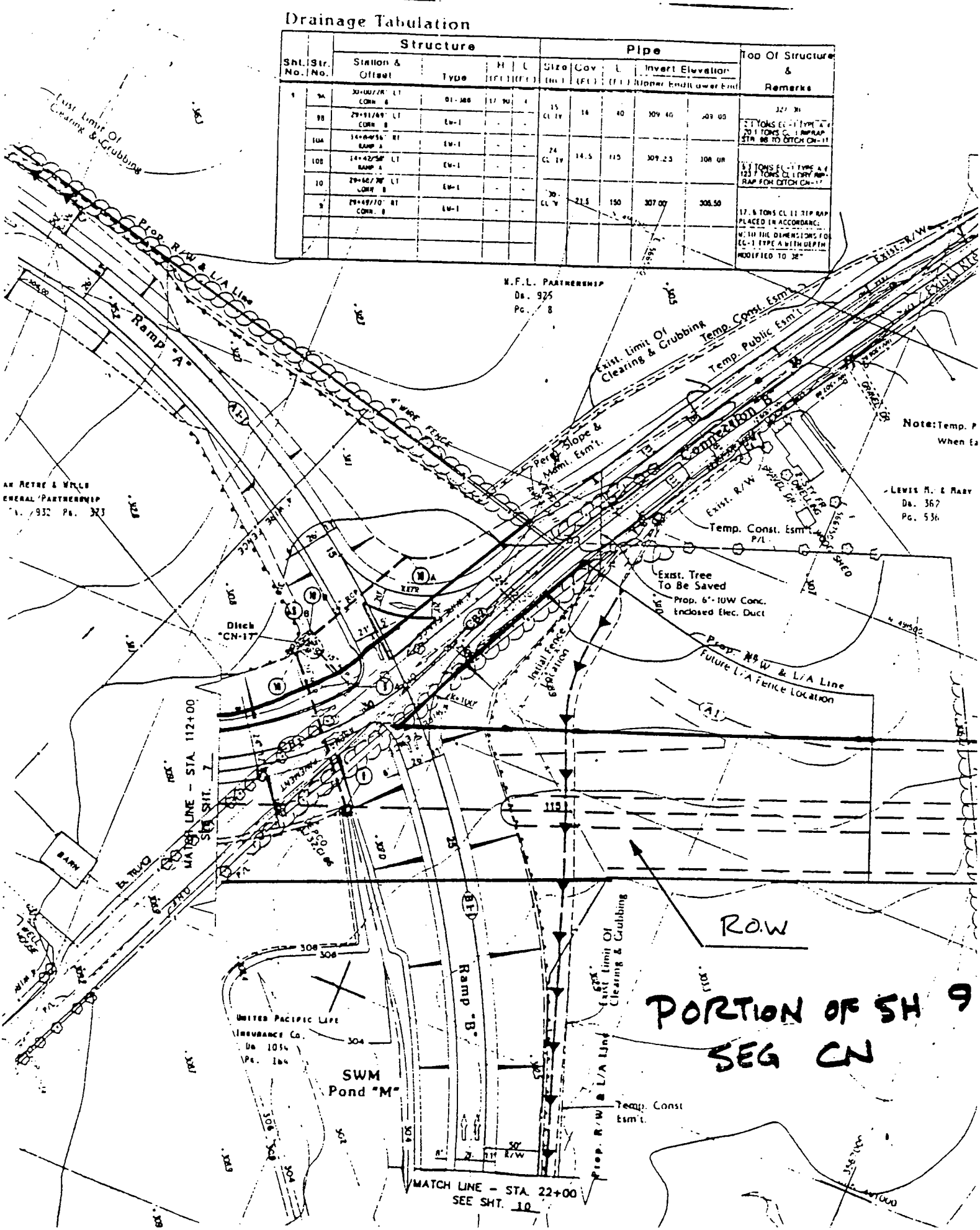
SHEET	DITCH NO.	FROM STA/STR	TO STA/STR	LENGTH	[illegible]	[illegible]	[illegible]
4	CH-1	131+00 (RT.) INTE 625	[illegible] (LT.) [illegible]	40	1	0.5	1.1

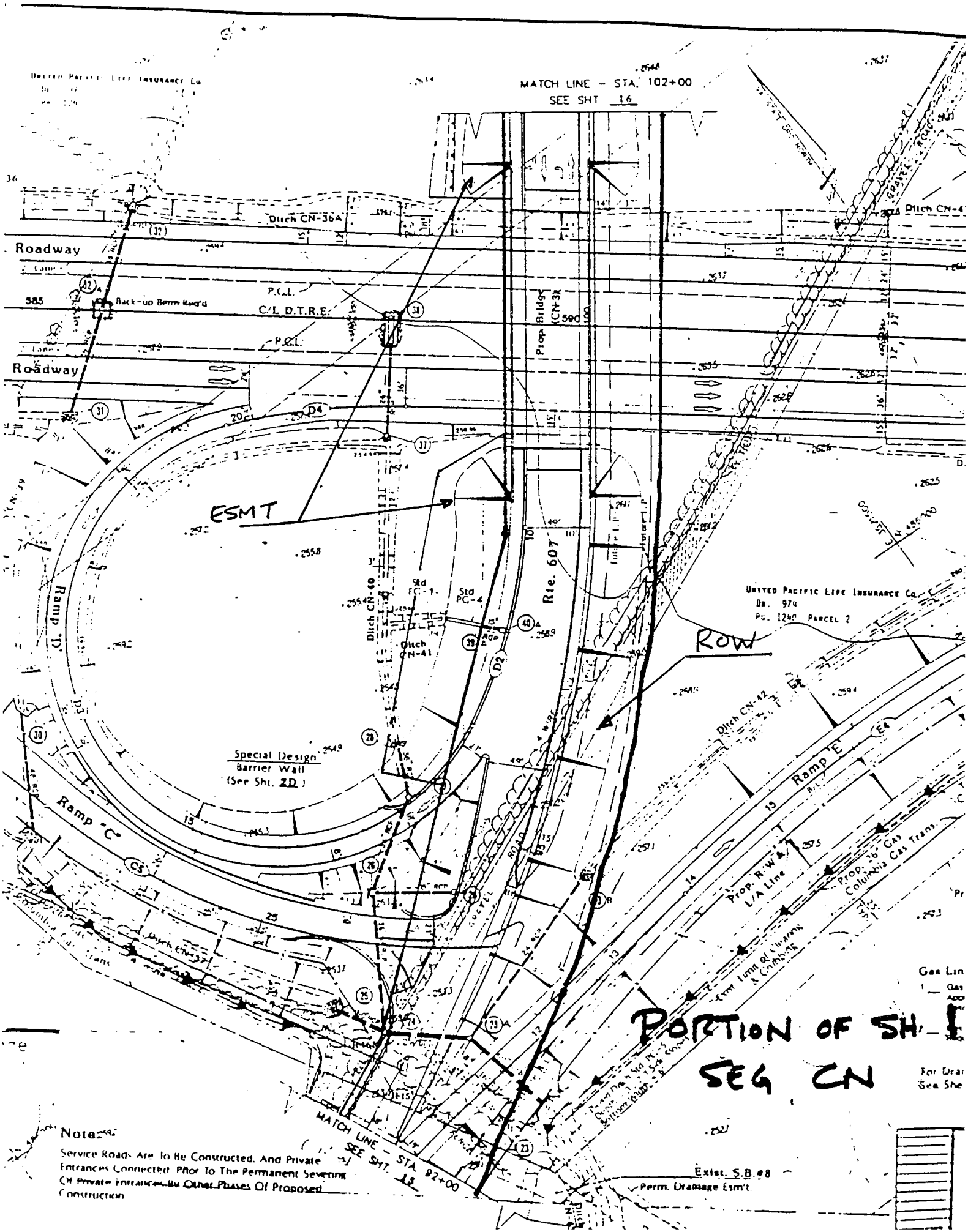



MATCH LINE - STATION 112+00
SEE SHT 9
VAN METRE & MILLS GENERAL PARTNERSHIP
Limit Of Grading
W.B. Roadway
C/L D.T.R.E.
E.B. Roadway
BRIDGE (CN-2)
WELL HOUSE
Ditch CN-12
Ditch CN-16
Ditch CN-13
Ditch CN-14
Ramp C
ESMT
20' PG-5
2' BW, 2/1 Side Slopes
1.5' Deep
Prop. R/W & L/A Line
W.B. Spine Rd.
E.B. Spine Rd.
Temp. Const. Esm't
ROW
Exist. Limit Of Clearing & Grubbing
Temp. Const. Esm't.
VAN METRE & MILLS GENERAL PARTNERSHIP
Db. 932
Pg. 373
Temp Public Esm't (See Note)
Drainage, Slope & Maint. Esm't
NOTE: All Easements Along Relocated Rte. 772 & Connection "A" Are Temporary And Will Become Void When East Spine Road Is Extended and Relocated Rte. 772 is Vacated
Begin Limited Access
Ramp D
Ditch CN-25A
Relocated Rte. 772
MATCH LINE - STATION 113+00
SEE SHT 8
For Drainage And Ditch Tabulat
See Sheet 7D
End Limited Access
Temp Public Esm't (See Note)
Limit Of Initial Const
East Spine Road
Sta. 102+54
Permanent Drain. Slope & Maint. Esm't
MATCH LINE - STATION 101+00
SEE SHT 8
PORTION OF SH
SEG CN

Drainage Tabulation

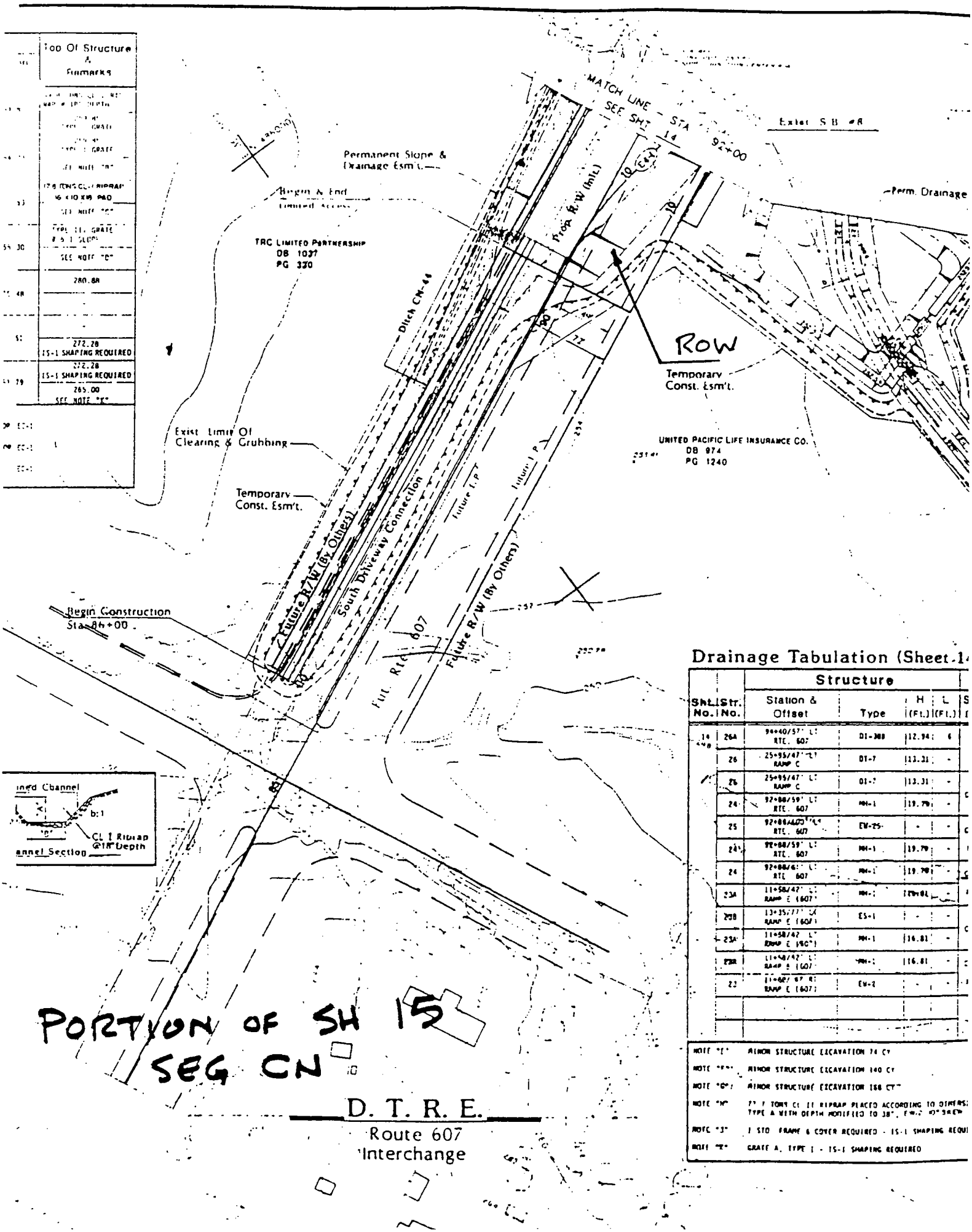
Sht. No.	Str. No.	Structure: Station & Offset	Structure: Type	Structure: H (FT)	Structure: L (FT)	Pipe: Size (in)	Pipe: Cov (FT)	Pipe: L (FT)	Pipe: Invert Elevation Upper End	Pipe: Invert Elevation Lower End	Top Of Structure & Remarks
9	9A	30+00/7' LT CONN. B	01-388	17.90	4	15 CL IV	14	40	309.40	309.00	327.30
	9B	29+91/69' LT CONN. B	EW-1	-	-						2.1 TONS EC-1 TYPE A & 20.1 TONS CL I RIPRAP STA. 98 TO DITCH CN-17
	10A	14+64/56' RT RAMP A	EW-1	-	-	24 CL IV	14.5	115	309.25	308.08	
	10B	14+42/58' LT RAMP A	EW-1	-	-						5.3 TONS EC-1 TYPE A & 123.7 TONS CL I DRY RIP-RAP FOR DITCH CN-17
	10	29+62/70' LT CONN. B	EW-1	-	-	30 CL IV	21.5	150	307.00	305.50	
	9	29+49/70' RT CONN. B	EW-1	-	-						17.6 TONS CL II RIP RAP PLACED IN ACCORDANCE WITH THE DIMENSIONS FOR EC-1 TYPE A WITH DEPTH MODIFIED TO 32"





Note:

Service Roads Are To Be Constructed, And Private Entrances Connected Prior To The Permanent Severing Of Private Entrances In Other Phases Of Proposed Construction



Drainage Tabulation (Sheet 14)

Sht. No.	Str. No.	Structure: Station & Offset	Type	H (Ft.)	L (Ft.)	S
14	26A	94+40/57' LT RTE. 607	DI-3B8	12.94	6	
	26	25+95/47' LT RAMP C	DI-7	13.31	-	
	26	25+95/47' LT RAMP C	DI-7	13.31	-	
	24	92+88/59' LT RTE. 607	MH-1	19.79	-	
	25	92+88/60' LT RTE. 607	EW-25	-	-	
	24A	92+88/59' LT RTE. 607	MH-1	19.79	-	
	24	92+88/61' LT RTE. 607	MH-1	19.79	-	
	23A	11+58/42' LT RAMP E (607)	MH-1	16.81	-	
	23B	13+35/77' LT RAMP E (607)	ES-1	-	-	
	23A	11+58/42' LT RAMP E (90°)	MH-1	16.81	-	
	23B	11+58/42' LT RAMP E (607)	MH-1	16.81	-	
	23	11+60/67' RT RAMP E (607)	EW-2	-	-	

NOTE "I" MINOR STRUCTURE EXCAVATION 74 CY

NOTE "H" MINOR STRUCTURE EXCAVATION 140 CY

NOTE "G" MINOR STRUCTURE EXCAVATION 168 CY

NOTE "M" 77.7 TONS CL II RIPRAP PLACED ACCORDING TO DIMENS. TYPE A WITH DEPTH MODIFIED TO 38", EW-2 40" SHEW

NOTE "J" 1 STD FRAME & COVER REQUIRED - IS-1 SHAPING REQUI

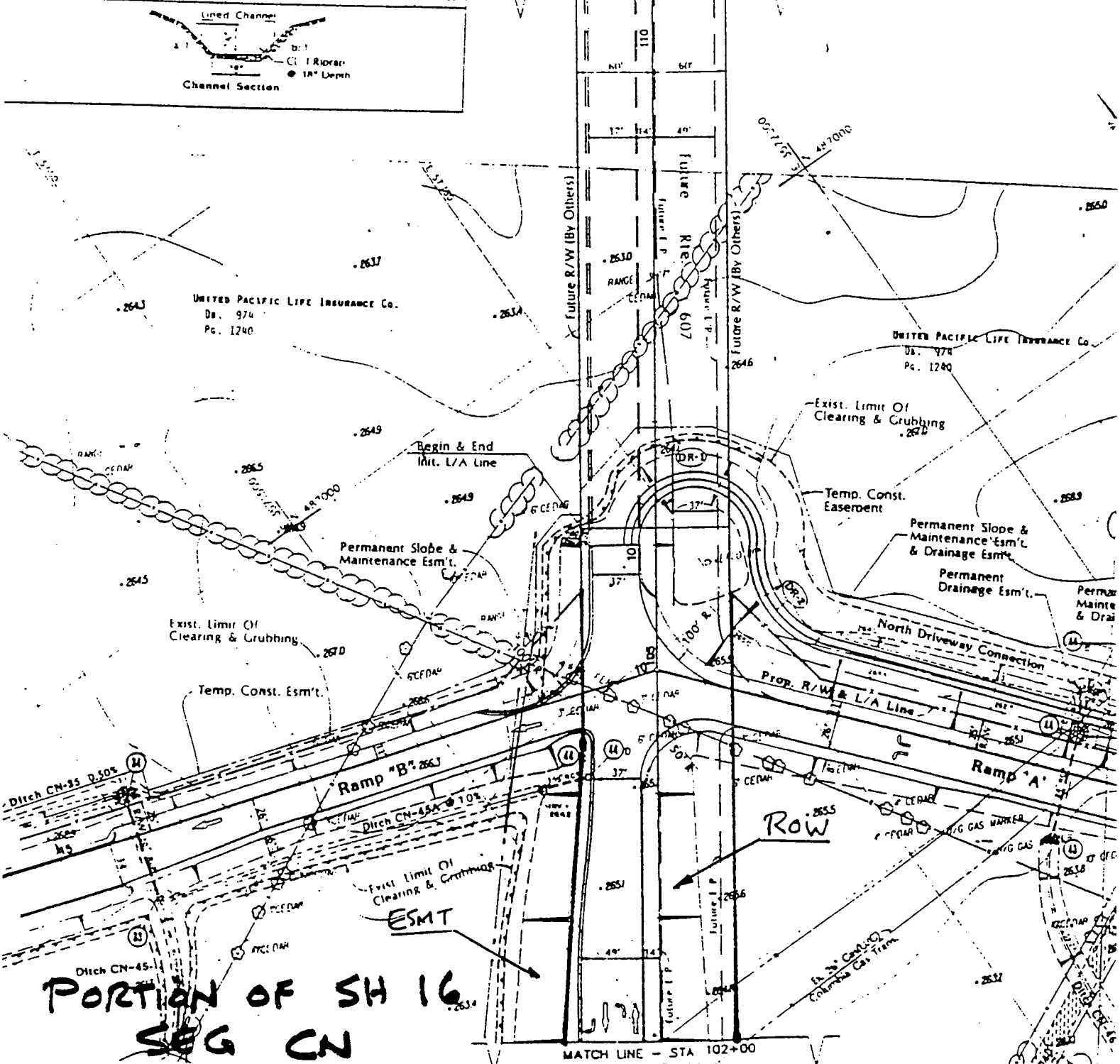
NOTE "K" GRATE A, TYPE I - IS-1 SHAPING REQUIRED

Ditch Tabulation

Ditch	From	To	Length	"B"	"A"	Φ	b	Lining
CN-4	[illegible]	[illegible]	130	[illegible]	[illegible]	[illegible]	[illegible]	EC-2
CN-4A	[illegible]	[illegible]	350	[illegible]	[illegible]	[illegible]	[illegible]	EC-2
CN-45A	[illegible]	[illegible]	324	[illegible]	[illegible]	[illegible]	[illegible]	UNLINED

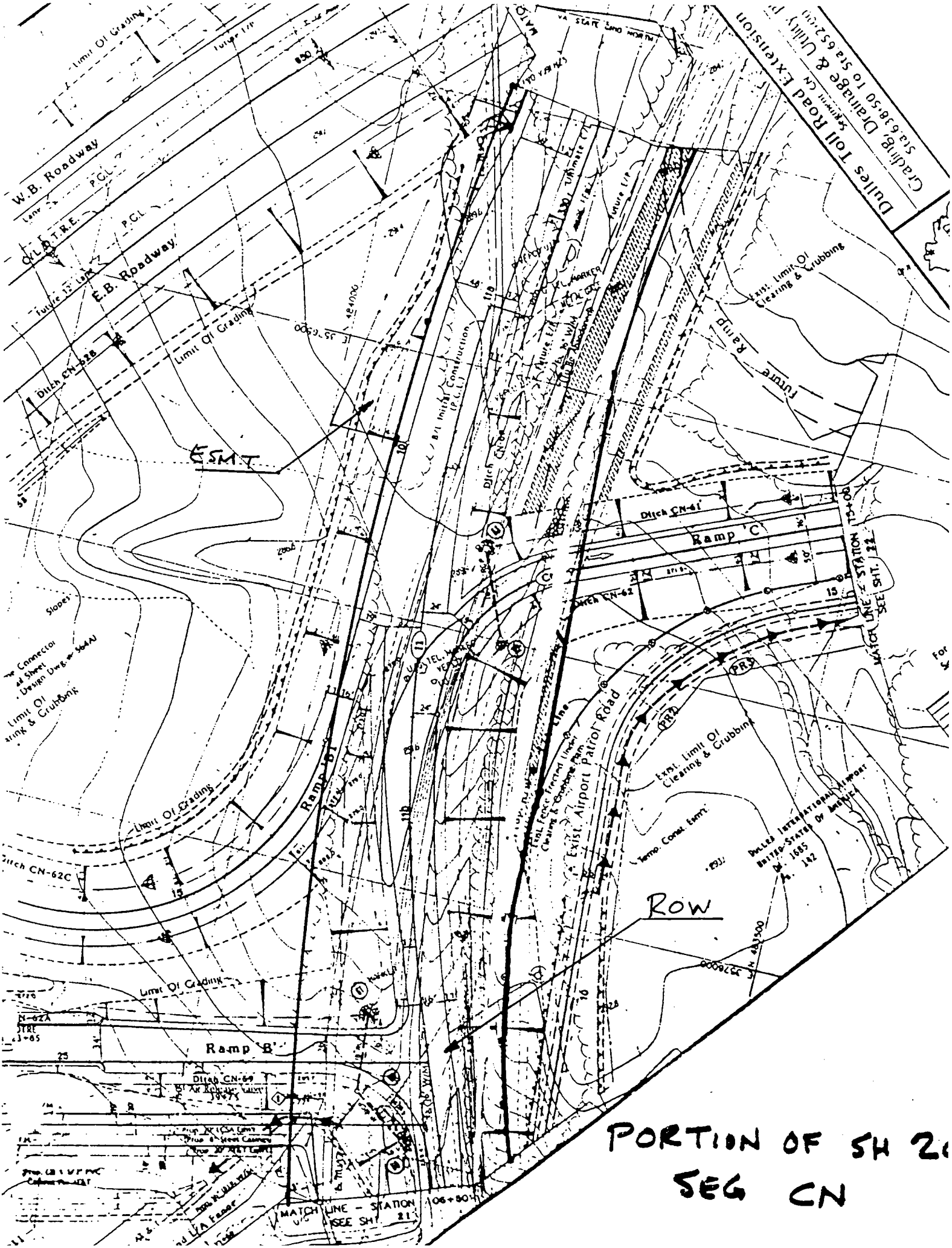
Lined Channel

Channel Section



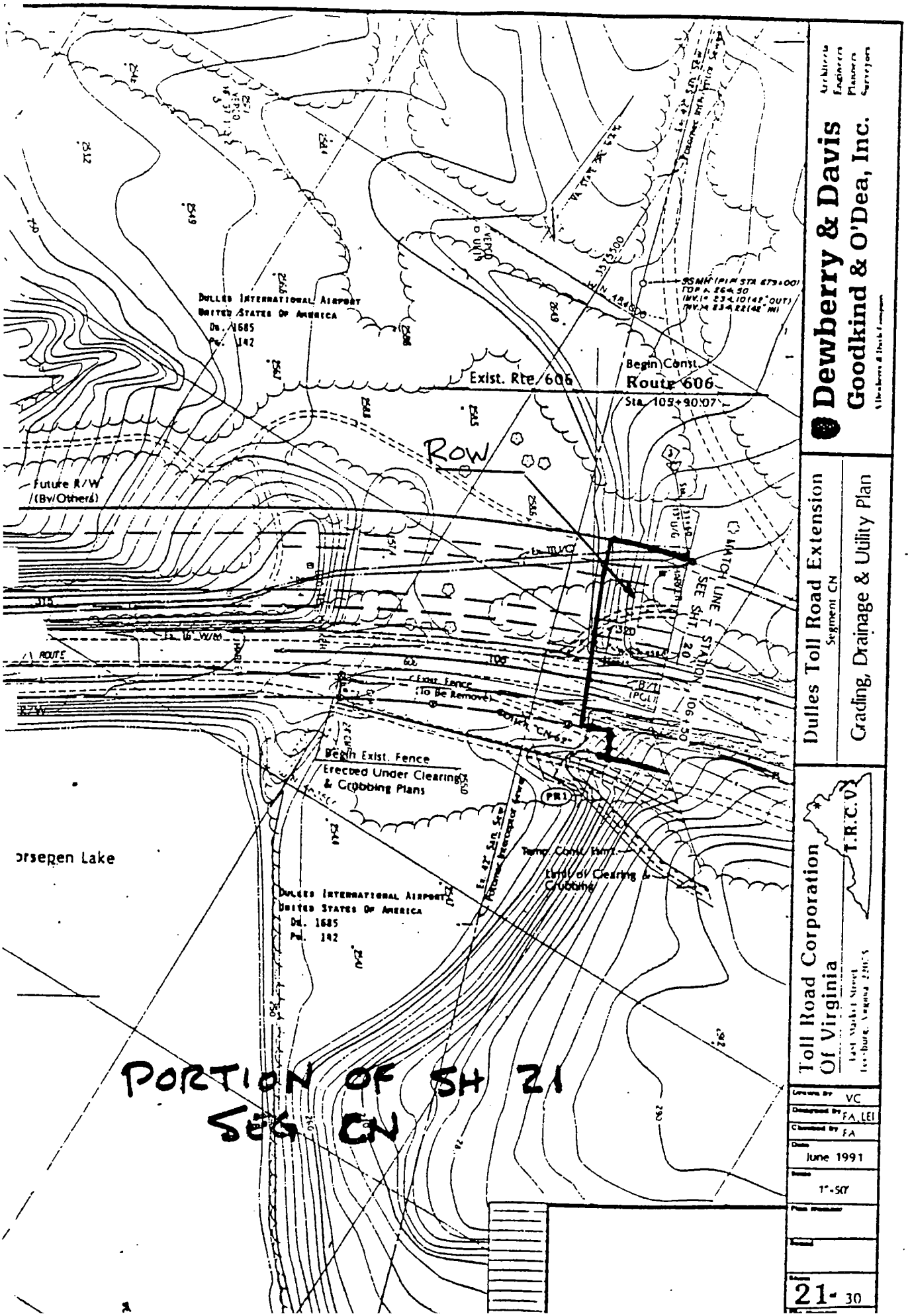
Drainage Tabulation

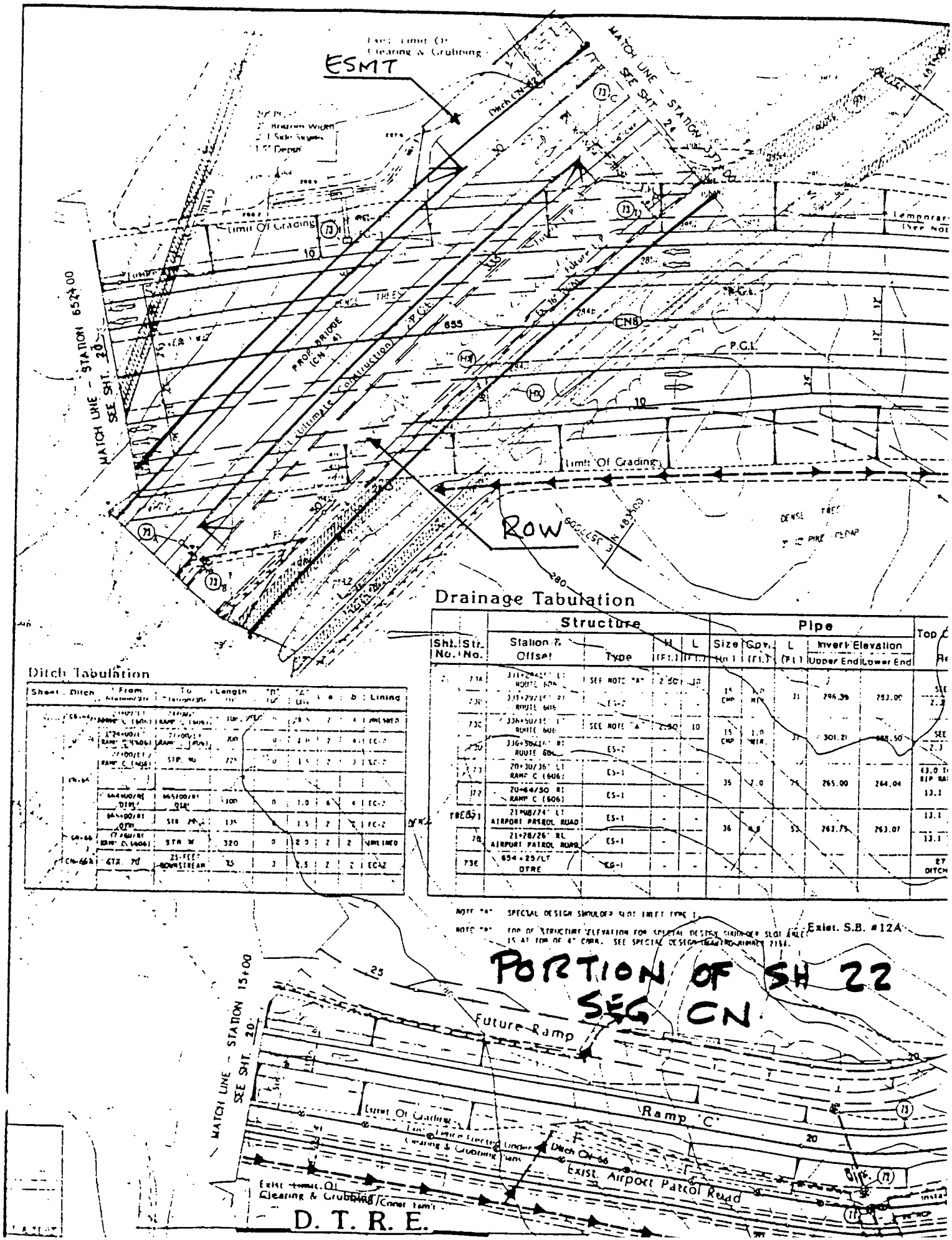
Sht. No.	Str. No.	Structure: Station & Offset	Structure: Type	Structure: H (Ft.)	Structure: L (Ft.)	Pipe: Size (In.)	Pipe: Cov. (Ft.)	Pipe: L (Ft.)	Pipe: Invert Elevation Upper End	Pipe: Invert Elevation Lower End	Top Of Structure & Remarks
	442	ROUTE 607 104+17/55 LT	01-200	14.04	10.0						
						30	6.0	81	261.40	261.00	37.7 TONS CL I DRY RIP RAP @ 18" DEPTH
											9.1 TONS EC-1 TYPE A
						24	6.0	75	261.85	261.00	6.8 TONS EC-1 TYPE A
											6.8 TONS EC-1 TYPE A
						18 CMP	3.5	85	262.25	262.00	61.1 TONS CL I DRY RIP RAP @ 18" DEPTH

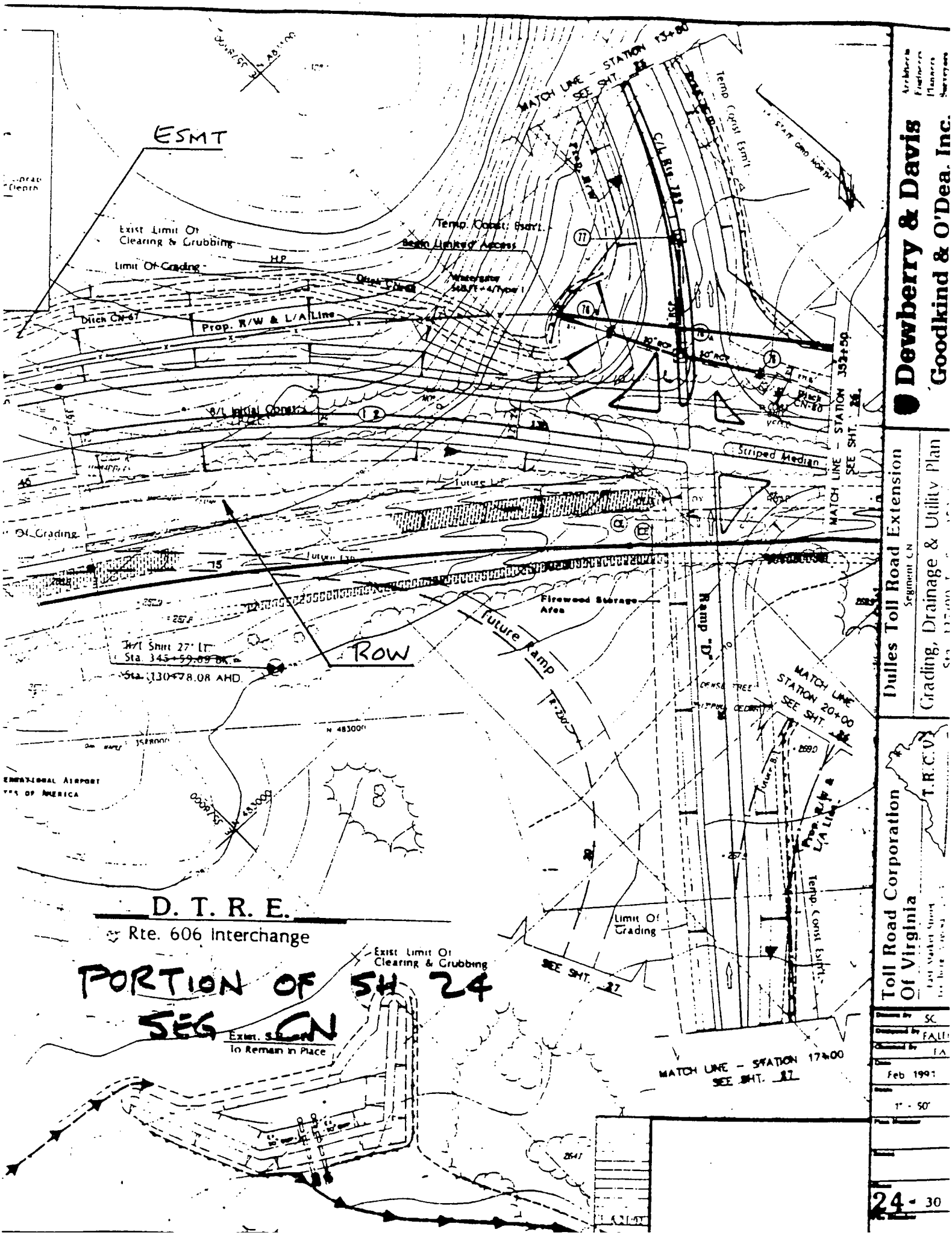


PORTION OF SH 2

SEG CN


Dewberry & Davis
Goodkind & O'Dea, Inc.
Dulles Toll Road Extension
Segment CN
Grading, Drainage & Utility Plan
Toll Road Corporation
Of Virginia
T.R.C.V.
VC
FA, LEI
FA
June 1991
1"=50'
21- 30
Exist. Rte. 606
Begin Const.
Route 606
Sta. 105+90.07
ROW
Future R/W
(By Others)
Dulles International Airport
United States Of America
Dn. 1685
Pn. 142
Exist. Fence
(To Be Removed)
Begin Exist. Fence
Erected Under Clearing
& Grubbing Plans
Temp. Const. Fence
Limit of Clearing &
Grubbing
Horsepen Lake
PORTION OF SH 21
SEG CN


ESMT
Exist. Limit Of Clearing & Grubbing
MATCH LINE - STATION 24
SEE SHT. 22
Limit Of Grading
MATCH LINE - STATION 652+00
SEE SHT. 20
PROP. BRIDGE (CN 6)
Ultimate Construction
P.C.L.
CN8
ROW
Limit Of Grading
Drainage Tabulation
Ditch Tabulation
PORTION OF SH 22
SEG CN
Future Ramp
Ramp "C"
Exist. Airport Patrol Road
MATCH LINE - STATION 15+00
SEE SHT. 20
D. T. R. E.

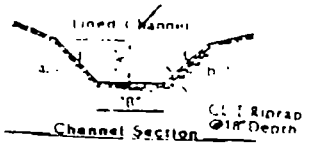

ESMT
ROW
D. T. R. E.
Rte. 606 Interchange
PORTION OF SH 24
SEG CN
Exist. Limit Of Clearing & Grubbing
Limit Of Grading
Temp. Const. Esmt.
Beam Linked Access
Prop. R/W & L/A Line
Ditch CN-67
Ditch CN-80
Striped Median
Future Ramp
Firewood Storage Area
Ramp "D"
MATCH LINE - STATION 134+00 SEE SHT. 26
MATCH LINE - STATION 392+50 SEE SHT. 26
MATCH LINE STATION 20+00 SEE SHT. 26
MATCH LINE - STATION 174+00 SEE SHT. 27
SEE SHT. 27
Sta. 130+78.08 AHD
Dewberry & Davis
Goodkind & O'Dea, Inc.
Dulles Toll Road Extension
Segment CN
Grading, Drainage & Utility Plan
Toll Road Corporation Of Virginia
T.R.C.V.
Feb 1991
1" = 50'
24 - 30

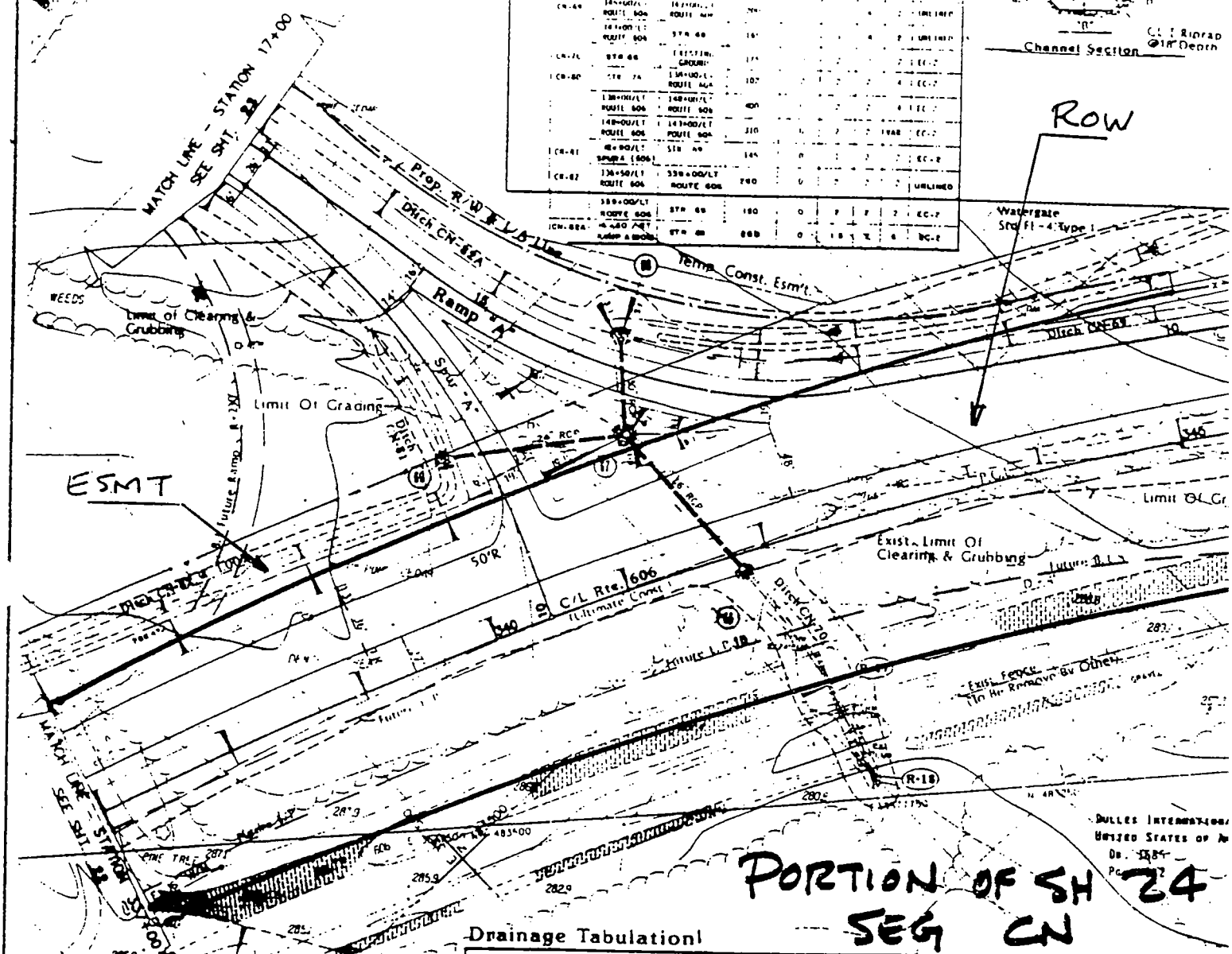
Removal Of Existing Structures

No	Station/Offset	Length & Type
[illegible]	342+14 RTE 606/65 RT	60' 24" CMP
[illegible]	340+16 RTE 606/161' RT	27' 24" CMP

Ditch Tabulation

Sheet	Ditch	From Station	To Station	Length	"B"	"A"	"H"	"B"	Lining
[illegible]	[illegible]	[illegible] ROUTE 606	[illegible] ROUTE 606	[illegible]					[illegible]
		137+55/LT ROUTE 606	[illegible] RAMP A (606)	[illegible]					[illegible]
		137+50/RT RAMP A (606)	STA 68	150					[illegible]
		137+75/LT ROUTE 606	STA 68	[illegible]					[illegible]
[illegible]		137+70/LT ROUTE 606	139+00/LT ROUTE 606	90				4	[illegible]
		139+00/LT ROUTE 606	141+00/LT ROUTE 789	90			1 YRS		[illegible]
CN-69		141+00/LT ROUTE 606	141+00/LT ROUTE 606	300				4	[illegible]
		141+00/LT ROUTE 606	STA 68	165				4	[illegible]
CN-70		STA 68	141+50/LT GROUND	175				2	EC-2
CN-80		STA 70	136+00/LT ROUTE 606	107		1	2	4	EC-2
		136+00/LT ROUTE 606	140+00/LT ROUTE 606	400			2	4	EC-2
		140+00/LT ROUTE 606	143+00/LT ROUTE 606	310	0	2	2	1 YRS	EC-2
CN-81		143+00/LT SPUR A (606)	STA 69	145	0		2	2	EC-2
CN-82		136+50/LT ROUTE 606	139+00/LT ROUTE 606	290	0	2	2	2	UNLINED
		139+00/LT ROUTE 606	STA 69	180	0	2	2	2	EC-2
CN-88A		16+60 /RT RAMP A (606)	STA 68	86b	0	1.5	2	4	RC-2





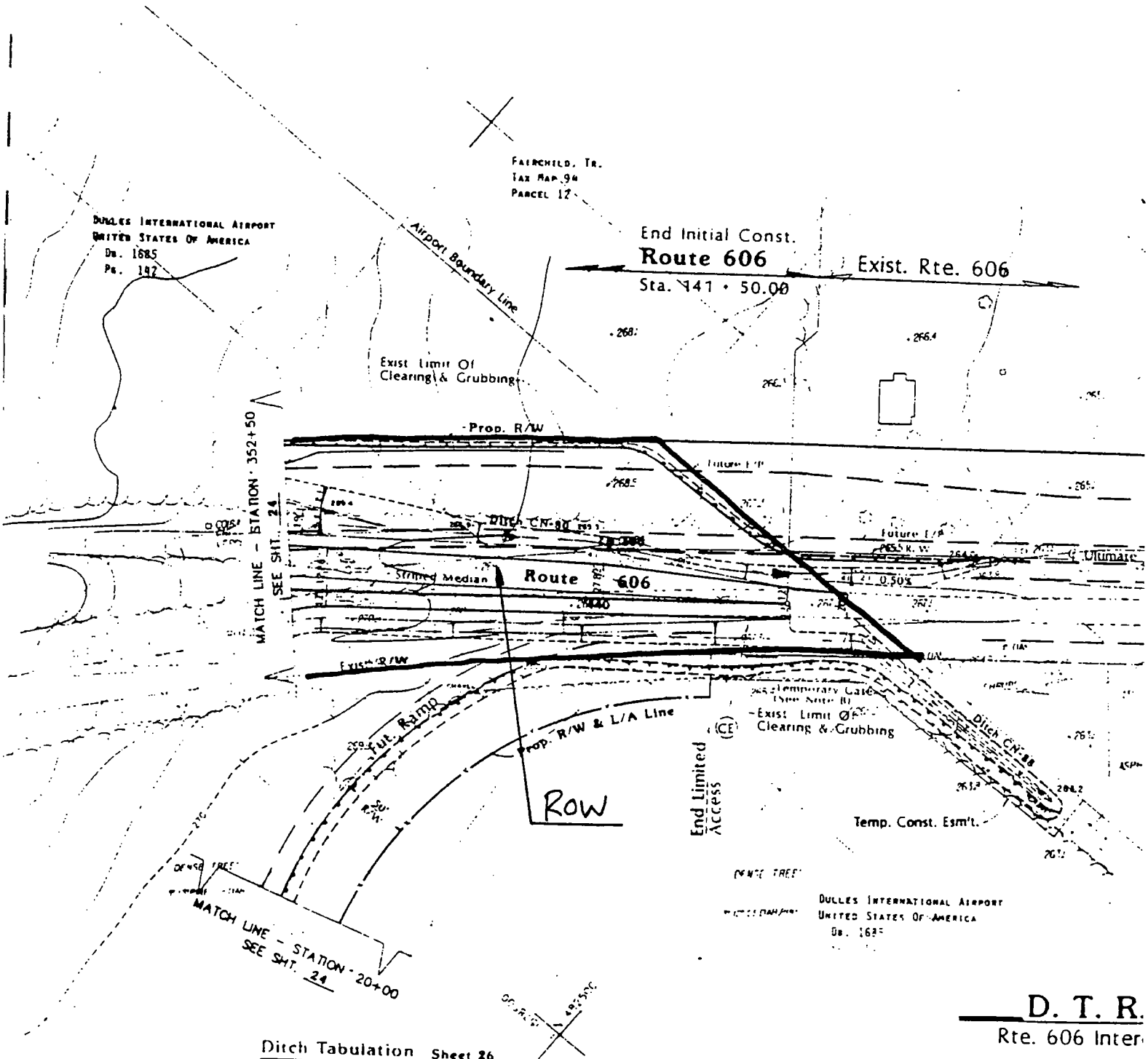
Drainage Tabulation

Sht. No.	Str. No.	Station & Offset	Structure Type	Pipe Size	Cov	L	Invert Elevation Upper End	Invert Elevation Lower End	Top Elev. & Remarks
24	66	11+32/74 SPUR A (606)	ES-1						5.8 Tons Class I Riprap Type A
	6"	341+34/101' ROUTE 606	DI-7	24"	[illegible]	13'	286.08	285.36	289.4
	66	136+00/22' RT RAMP A (606)	ES-1						9.1 Tons Class I Riprap Type A
	6"	341+34/101' ROUTE 606	DI-7	36"	[illegible]	72'	284.[illegible]	283.70	289.50
	6"	341+34/107 ROUTE 606	DI-7						289.56
	66	341+00/22' RT ROUTE 606	ES-1	36"	6.5	124	282.50	281.28	SEE NOTE "A"
	766	11+12/64 L' ROUTE 789	ES-1						SEE NOTE "B"
	766	10+87/4 L' ROUTE 789	DI-30	36"	[illegible]	64	272.5[illegible]	272.[illegible]	[illegible]
	[illegible]	11+00/4 R ROUTE 789	DI-30	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	281.6'
	766	10+87/4 ROUTE 789	DI-30	18"	[illegible]	13'	279.[illegible]	279.00	279.6'
	766	10+87/4 L' ROUTE 789	DI-30	36"	6.5	[illegible]			279.6'
	76	10+78/6' RT ROUTE 789	ES-1	30"	5	74	272.0[illegible]	271.6'	9.1 Tons Class I Riprap Type A

Note:
All Existing Airport 6-Foot Fencing, Posts, And Connectors Shall Be Saved And Returned To The Authority.

NOTE A: 11.1 Tons Class II Riprap Placed According To EC-1 Type A With Depth Modified To 18"

NOTE B: 109.7 Tons Class I Dry Riprap At 18" Depth To Elevation 279.00



D. T. R.

Rte. 606 Inter

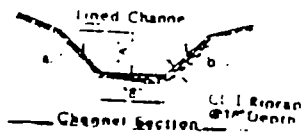
Ditch Tabulation Sheet 26

Sheet	Ditch	From	To	Length	"B"	"A"	a	b	Lining
26	CN-88	[illegible] Route 606	[illegible] Route 606	[illegible]	[illegible]	2	—	[illegible]	[illegible]
		[illegible] Route 606	[illegible] Route 606	[illegible]	[illegible]	[illegible]	—	[illegible]	[illegible]
		[illegible] Route 606	[illegible] Route 606	[illegible]		[illegible]	—	[illegible]	[illegible]
	CN-88A	141+85/RT Route 606	143+45/RT Route 606	195	0	1.0	2	2	EC-2

Note:

A. [illegible]

B. Temporary Access Gate To B[illegible] During Construction Hours. A[illegible] And Secured At All Other Ti[illegible]



PORTION OF SH 26

SUR [illegible]

Appendix N

Commonwealth Transportation Board
Resolutions Dated:

June 20, 1991
and
November 19, 1992
and
May 20, 1993
and
September 16, 1993

APPENDIX N

APPROVAL BY COMMONWEALTH TRANSPORTATION BOARD OF THE APPLICATION OF THE TOLL ROAD CORPORATION OF VIRGINIA PURSUANT TO THE VIRGINIA HIGHWAY CORPORATION ACT OF 1988

Moved by Mr. Bacon, seconded by Mrs. Kincheloe, that

WHEREAS, the need for an extension of the Dulles Toll Road from Route 28 to Leesburg has long been recognized by the Department of Transportation and the localities served by such extension; and

WHEREAS, in 1988 the General Assembly passed legislation titled the "Virginia Highway Corporation Act of 1988" (the Act) which Act of the General Assembly found that there was a compelling public need for rapid construction of safe and efficient highways for the purpose of travel within the Commonwealth and that it was in the public interest to encourage construction of additional, safe, convenient, and economic highway facilities by private parties, provided that adequate safeguards are available against default in the construction and operation obligations of the operators of roadways; such public interest to include without limitation the relative speed and relative cost efficiency of private construction of the project; and

WHEREAS, the Act provides that the State Corporation Commission shall examine the toll structure, financing costs, and rate of return proposed by the operator of a private toll road and determine that approval of the application is in the public interest including without limitation the relative speed and relative cost efficiency of private construction of the project;

and

WHEREAS, the Act provides that the Commonwealth Transportation Board shall approve the project, the project construction costs, the location and design of the roadway, and its connection with any road under the jurisdiction of the Board, at proper and convenient places, in order to provide for the convenience of the public; and

WHEREAS, the Board was further charged under the Act with approving the project and its interconnections with other roads if there is a public need for a road project of the type proposed and the project and its interconnections are compatible with the existing road network; it shall approve the project construction cost if reasonable; and, in making its determinations, the Board shall keep in mind the public interest, which may include, without limitation, such considerations as the relative speed of the construction of the project and the allocation of the technical, financial and human resources of the Department; and

WHEREAS, the approval of the Board is contingent and conditioned by law upon subsequent compliance by the applicant with a Comprehensive Agreement to be entered into between the operator of the private toll road and the Department of Transportation; and

WHEREAS, on August 30, 1988, a location hearing for the construction of an extension of the Dulles Toll Road by the Virginia Department of Transportation was held; and

WHEREAS, on November 19, 1988, the Commonwealth Transportation Board approved the location of an extension of the

Dulles Toll Road from Route 28 to Leesburg; and

WHEREAS, on May 31 and June 1, 1989, information meetings were held in Fairfax and Loudoun Counties, Virginia to discuss the construction of the extension of the Dulles Toll Road by a private operator; and

WHEREAS, on June 6 and June 7, 1989, public hearings were held in Fairfax and Loudoun Counties to receive input from the public as to the construction of an extension of the Dulles Toll Road by the Toll Road Corporation of Virginia (TRCV); and

WHEREAS, Resolutions have been received from the Town of Leesburg, the County of Loudoun and the MWAA and testimony from the County of Fairfax relative to the application submitted by TRCV; and

WHEREAS, the Commonwealth Transportation Board approved on July 20, 1989, by Resolution, the application of the TRCV to construct and operate the Dulles Toll Road Extension (DTRE) from Route 28 to Leesburg; and

WHEREAS, such resolution was amended at the request of TRCV on May 17, 1990; and

WHEREAS, the State Corporation Commission, acting pursuant to § 56-539 of the Act, issued a Certificate of Authority to TRCV on July 6, 1990 to build and operate the DTRE; and

WHEREAS, TRCV desires to make certain changes in the design and location of the DTRE in order to comply with its needs and the conditions of the Metropolitan Washington Airports Authority (MWAA), the United States Army Corps of Engineers regarding wetlands, and other governmental requirements, and TRCV desires

to defer the date of completion of construction of DTRE, and has and will incur additional costs in order to comply with such changes; and

WHEREAS, TRCV desires a change in alignment that exceeds 1,000 feet due to the flood plain involvement and wetland impact in the area of Horsepen Run, located on the Dulles Airport Property, a shift in the roadway position to the northeast for a distance of approximately 1,200 feet beyond that originally shown; and

WHEREAS, the Commonwealth Transportation Board has further reviewed the application at several meetings prior to the date of this action;

NOW, THEREFORE, BE IT RESOLVED, by the Commonwealth Transportation Board that the project, the project construction costs as specified in following paragraph 5, as well as the project location, and the project design of the Dulles Toll Road Extension, and its connections with other roads under the jurisdiction of the Commonwealth Transportation Board all as shown in concept on 200-scale preliminary plans designated VDOT Project No. 0267-053-102-101, dated May 1, 1991, revised May 16, 1991 by Dewberry & Davis are hereby approved subject to: (1) the review and approval by VDOT of a Comprehensive Agreement containing terms satisfactory to the Department; and (2) further compliance with all terms of the Act and the laws of the Commonwealth.

BE IT FURTHER RESOLVED, in addition to the requirement of the Comprehensive Agreement, and pursuant to provisions set out

in § 56-549 of the Code of Virginia, the following provisions shall be met by TRCV:

1. TRCV shall use all reasonable efforts to have construction of the Dulles Toll Road Extension substantially complete and open to traffic no later than December 31, 1993, but commencement of construction shall be within the time limit of § 56-549 of the Act.

2. Any minor and necessary changes from the specific alignment or design shown by TRCV on aforementioned 200-scale plans must be approved by VDOT, and any shift in such alignment in excess of 1,000 feet from the centerline or design changes not consistent with the 200-scale plans shall be submitted to the Commonwealth Transportation Board for action.

3. TRCV design should incorporate to the extent possible the concerns of Loudoun County, Fairfax County, the Town of Leesburg, and the MWAA not further specified in this Resolution. The Department will coordinate the development of the Comprehensive Agreement with the appropriate jurisdictions.

4. a. The design for the interchanges on the DTRE shall be in accordance with the design concept shown on the aforementioned 200-scale plans. The designs of the interchanges employ high-capacity, diamond-type interchanges including loops for critical movements. Further land reservation by Loudoun County or others for the desired intermediate interchange design, characterized by expansion of the diamond interchanges to spread diamonds of a higher traffic volume type, will be implemented when possible through cooperative efforts of TRCV, VDOT, Loudoun

County, the Town of Leesburg, and respective land owners.

b. The connection of the western end of the DTRE shall allow for the future extension of the roadway northward into the Town of Leesburg.

c. The interchange at the eastern connection to the existing Dulles Toll Road shall provide: 1) connections to and from the west to Dulles Airport; 2) a full movement interchange with Route 28 except for the southbound 28 to westbound DTRE movement and return; 3) connections to the existing Dulles Toll Road with provisions for collection of tolls by TRCV at its facilities on behalf of the Commonwealth; and 4) a flyover directional ramp from northbound Route 28 into Dulles Airport (cost not to exceed $3,600,000 from Route 28 Tax District Bond proceeds). Nothing herein shall preclude VDOT from compensating TRCV for the collection of tolls for existing Dulles Toll Road on behalf of the Commonwealth or entering into a joint management agreement.

5. TRCV project costs incurred through the completion of construction shall be approximately $295 million. Provisions shall be included in the Comprehensive Agreement for the Department's review and approval of design changes, inspection of construction, and related increases in construction costs if necessary.

6. TRCV shall secure and maintain a public liability policy or policies sufficient in the judgment of the VDOT Commissioner to indemnify VDOT and the Commonwealth Transportation Board from any and all liability, if TRCV enters into an agreement whereby

VDOT performs construction, operation or maintenance activities on behalf of TRCV on the DTRE.

BE IT FURTHER RESOLVED, that the approval by the Commonwealth Transportation Board is subject to the reimbursement of all costs incurred by VDOT which are reimbursable pursuant to the Act and specified in the Comprehensive Agreement. Such reimbursement shall be made within 30 days after closing of initial construction financing.

BE IT FURTHER RESOLVED, that should the Certificate of Authority issued by the State Corporation Commission be transfered to another operator pursuant to § 56-539 of the Act, such operator shall succeed to all rights and obligations contained herein.

BE IT FURTHER RESOLVED, that prior Resolutions of July 20, 1989 and May 17, 1990 approving the DTRE are hereby superceded by this Resolution.

Motion carried.

6/20/91

APPROVAL BY THE COMMONWEALTH TRANSPORTATION BOARD OF THE TOLL ROAD CORPORATION'S REQUEST TO DELAY REPAYMENT OF CERTAIN COSTS INCURRED BY VDOT

Moved by Mr. Candler, seconded by Mrs. Brooks; that

WHEREAS, on June 20, 1991, the Commonwealth Transportation Board adopted a resolution approving the application of the Toll Road Corporation of Virginia (TRCV) to construct and operate the Dulles Toll Road Extension from Route 28 to Leesburg; and

WHEREAS, the approval of the June 20, 1991 resolution by this Board was subject to the reimbursement of all costs incurred by the Virginia Department of Transportation (VDOT) which are reimbursable pursuant to the Highway Corporation Act of 1988 (the Act) and specified in the Comprehensive Agreement between VDOT and TRCV within 30 days after closing of TRCV's initial construction financing; and

WHEREAS, as of September 30, 1992, VDOT has incurred direct project cost reimbursable by TRCV in the amount of $2,982,456.75.

WHEREAS, TRCV has requested an extension of time to reimburse VDOT in order to facilitate the overall financing plan for the project; and

WHEREAS, certain amendments have been determined to be required to the Highway Corporation Act of 1988 to facilitate this request;

NOW, THEREFORE, BE IT RESOLVED; that the Commonwealth Transportation Board concurs with the Commonwealth Transportation Commissioner entering into an agreement, as part of the Comprehensive Agreement, whereby TRCV shall reimburse VDOT for its direct project costs incurred through September 30, 1992 for services performed by VDOT over a period of time to be set by VDOT up to completion of construction and opening to traffic; and

BE IT FURTHER RESOLVED, that direct project cost incurred by VDOT subsequent to September 30, 1992 shall be reimbursable by TRCV within 30 days after closing of TRCV's initial construction financing; and

BE IT FURTHER RESOLVED, that such concurrence by this Board is contingent upon the enactment of all required statutory changes by the General Assembly that are necessary to facilitate this request.

Motion carried 11/19/92, Dr. Howlette voted no.

AMENDMENT TO RESOLUTION DATED JUNE 20, 1991
AS MODIFIED ON NOVEMBER 19, 1992
APPROVING THE APPLICATION OF THE TOLL ROAD CORPORATION
PURSUANT TO THE HIGHWAY CORPORATION ACT OF 1988

Moved by Mr. Waldman, seconded by Mrs. Brooks, that

WHEREAS, on June 20, 1991 the Commonwealth Transportation Board passed a comprehensive Resolution approving the application of the Toll Road Corporation of Virginia (TRCV) to construct and operate the Dulles Toll Road Extension from Route 28 to Leesburg; and

WHEREAS, construction of the Dulles Toll Road Extension has not been commenced within the time limit of paragraph 1 of the June 20, 1991 Resolution of the Commonwealth Transportation Board; and

WHEREAS, TRCV has scheduled construction of the Dulles Toll Road Extension to be substantially complete in 30 months; and

WHEREAS, projected construction costs for the Dulles Toll Road Extension have decreased since the June 20, 1991 Resolution;

NOW, THEREFORE, BE IT RESOLVED, that TRCV shall use all reasonable efforts to have the construction of the Dulles Toll Road Extension complete and open to traffic no later than December 28, 1995, but construction shall commence no later than June 28, 1993 and continue without interruption (except for force majeure) until construction is complete.

TRCV total cash costs incurred through the completion of construction shall be approximately $290 million.

BE IT FURTHER RESOLVED, that prior Resolution of June 20, 1991 as modified by the resolution adopted by the Board on November 19, 1992 remains in full force and effect except as specifically modified herein.

Motion carried.

5/20/93

TOLL ROAD CORPORATION OF VIRGINIA (TRCV)
RESOLUTION AMENDMENTS

Moved by Mr. Waldman, seconded by Mr. Warner, that

WHEREAS, on July 20, 1989, this Board approved the project location and design of the Dulles Toll Road Extension and set forth certain terms and conditions for the construction of the facility by the Toll Road Corporation of Virginia (TRCV) among which included that the project will be completed and open to traffic no later than December 31, 1991 and the project costs shall not exceed $155 million except as may be necessary to satisfy the certain terms and conditions set forth in the resolution; and

WHEREAS, on May 17, 1990, this Board amended its resolution of July 20, 1989 to provide for changes to certain design features for several of the interchanges on the toll road and further provided that the toll road be completed and open to traffic no later than April 1, 1993 unless delays are beyond the control of TRCV and that the total project costs shall not exceed $227.4 million exclusive of costs necessary to satisfy the additional requirements of the amended resolution; and

WHEREAS, on May 16, 1991, this Board adopted a resolution which superseded the July 20, 1989 and May 17, 1990 resolutions as a result of TRCV desiring to make certain changes in the location and design of the Dulles Toll Road Extension in order to comply with its needs and the conditions of the Metropolitan Washington Airports Authority, the Corps of Engineers and other governmental requirements, and further requested that the project completion date be extended to December 31, 1993 unless delays in construction are beyond the control of TRCV and further that the project costs shall not exceed $292.8 million; and

WHEREAS, on June 20, 1991, this Board adopted a resolution to facilitate TRCV's request of the State Corporation Commission to transfer its Certificate of Authority to construct the Dulles Toll Road Extension to Toll Road Investors Partnership II and provided that the Dulles Toll Road Extension be substantially complete and open to traffic no later than December 31, 1993 and that total project cost incurred through the completion of construction shall be approximately $295 million; and

WHEREAS, on July 16, 1992, this Board adopted a resolution at the request of TRCV to amend the completion date and cost estimate of the Dulles Toll Road Extension due to increases in costs and delays in commencing construction with such new date for completion of the project set at January 31, 1995, with construction commencing on September 30, 1992 and a cost of approximately $315 million to be incurred through the completion of construction; and

WHEREAS, on November 19, 1992, this Board adopted a resolution authorizing the Commissioner to set certain terms and conditions relative to the payment of funds owed by TRCV to VDOT for cost related to project development with such authority being contingent upon the enactment of the necessary statutory changes by the General Assembly; and

WHEREAS, on June 20, 1993, this Board adopted a resolution at the request of TRCV to amend the completion date and cost estimate of the Dulles Toll Road Extension due to a decrease in project costs and delays in commencing construction with such new date for the completion of construction set at December 28, 1995 with construction commencing on June 28, 1993 and a cost of $290 million to be incurred through the completion of construction; and

WHEREAS, TRCV now anticipates the commencement of construction on September 30, 1993 with a March 31, 1996 completion date and a construction period project cost of $293.8 million.

NOW, THEREFORE, BE IT RESOLVED, that TRCV shall use all reasonable efforts to have the construction of the Dulles Toll Road Extension complete and open to traffic no later than March 31, 1996, but construction shall commence no later than September 30, 1993 and continue without interruption (except for force majeure) until construction is complete and that total cash costs incurred through the completion of construction shall be approximately $293.8 million.

BE IT FURTHER RESOLVED, that prior resolution of June 20, 1991 as modified by the resolution adopted by the Board on November 19, 1992 remains in full force and effect except as specifically modified herein.

Motion carried.
9/16/93