

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of this ___ day of May, 2011, by and between **SHELTER DEVELOPMENT, LLC** ("Shelter") and **GREAT FALLS CITIZENS ASSOCIATION** ("GFCA").

RECITALS:

WHEREAS, Shelter intends to acquire property located at 10200 Colvin Run Road in Great Falls, Fairfax County, Virginia (the "Property") and develop thereon an assisted living facility consisting of ninety (90) units and related amenities (the "Facility");

WHEREAS, in connection with the development of the Facility, Shelter has applied for Special Exception 2010-DR-030 pursuant to Article 9 of the Fairfax County Zoning Ordinance (the "Special Exception");

WHEREAS, GFCA is a non-profit, non-partisan association whose purpose is to promote all aspects of community interest accruing to a common good and to preserve the historic, low density, semi-rural character of Great Falls and, as such, it has a interest in the development of the Property; and

WHEREAS, GFCA has agreed to support Shelter's application for Special Exception provided that Shelter agrees to those conditions with respect to the development of the Facility as set forth herein.

NOW, THEREFORE, that in consideration of the mutual premises contained herein and intending to be legally bound, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated by reference and made a part of this MOU as if fully stated herein.
2. **Conditions.** In connection with the development of the Facility, Shelter agrees as follows:
 - (a) Prior to finalizing the exterior color selection of the stone, hardi-plank and shingle siding composition of the Facility, Shelter shall consult with and obtain input from GFCA with respect to such selections.
 - (b) During the site plan review process for the Facility, Shelter shall seek input from and consult with the GFCA Environmental Committee with respect to the selection of plantings, shrubs and vegetation for the Property; provided that any final selections and the location of the same shall be subject to review and approval by the Urban Forest Management Division of the Department of Public Works and Environmental Services of Fairfax County ("DPWES").
 - (c) As part of the development of the Facility, Shelter shall install and maintain a habitat for wildlife (i.e., provide wildlife with food, water, cover and places to raise

young) on a portion of the Property and shall use best efforts to have such area certified as a Certified Wildlife Habitat by the National Wildlife Federation.

(d) Shelter shall install and maintain in a prominent public location on the main level of the Facility a plaque indicating that such area is dedicated to the previous owner of the Property, Thelma Feigherty.

(e) Subject to the review and approval of DPWES, the material for the trail across the frontage of the Property (the location of which is more particularly shown on Sheet 2 of 18 of the Special Exception Plat dated May 5, 2011) shall be "PFM Plate 4-8 Type I Asphalt Trail" dark colored hard coat to match existing trails in the Great Falls area and shall be installed to design standards.

(f) Shelter shall use best efforts to implement the site road frontage improvements as shown on Sheet 2 of 18 of the Special Exception Plat dated May 5, 2011, which efforts shall include preservation of the existing white oak tree located on Colvin Run Road east of the proposed street entrance to the Facility.

3. **Miscellaneous Provisions.**

(a) This MOU shall be binding upon the parties hereto and their respective successors and assigns.

(b) This MOU shall be interpreted and construed in accordance with the laws of the State of Virginia.

(c) This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

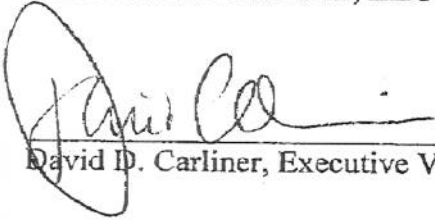
(d) This MOU may be amended by and only by an instrument executed and delivered by Shelter and GFCA.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereunto have executed this MOU as of the day and year first above written.

SHELTER DEVELOPMENT, LLC

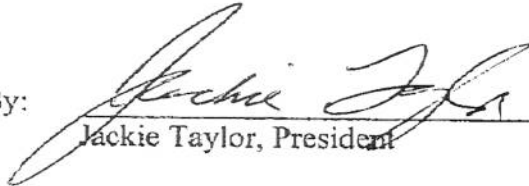
By:



David D. Carliner, Executive Vice President

GREAT FALLS CITIZENS ASSOCIATION

By:



Jackie Taylor, President