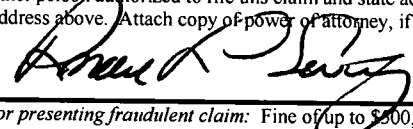



UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)		PROOF OF CLAIM
Name of Debtor: Ashburn Campus, LLC		Case Number: 09-37018
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Dewberry & Davis LLC		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Attn: Corporate Legal Group 8401 Arlington Blvd. Fairfax, VA 22031 Telephone number: (703) 849-0211		
Name and address where payment should be sent (if different from above): Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>68,658.66</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: <u>Professional services rendered</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>5409</u> 3a. Debtor may have scheduled account as: <u>Erickson Retirement Communities, LLC</u> (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: 02/22/2010	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <div style="text-align: right;">Ronald L. Ewing, President</div>	
		FOR COURT USE ONLY Erickson Ret. Comm. LLC  01477

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

R57B4201BP

S000010 ALL INVOICES

VP11960

Company: 00001

Dewberry & Davis LLC

Operating Unit: 120 LDS-LAND DESIGN SERVICES

Dewberry

Open A/R with Aging

By Invoice/Billing Line

Aging Date 1/18/2010

As of Date 1/18/2010

1/18/2010 13:15:04

Page - 1

Document	Invoice	Due Date	Item	Original Amount	Open Amount	Current	Project Manager	11758	WHIPP, THOMAS R.	31 - 60	61 - 90	91 - 120	121 - 180	Over 180	St
Ty Number	Billing Line	Date	Check Date												
Project Home Business Unit: 1277	LEESBURG - 1277														
Client: 85409 ASHBURN CAMPUS LLC															
Job: 10024590															
CB 634433 1003	003	9/16/2009	10/16/2009	170.00	170.00								170.00		A
CB 634433 1005	005	9/16/2009	10/16/2009	329.94	329.94								329.94		A
CB 634433 N059	059	9/16/2009	10/16/2009	2,068.34	2,068.34								2,068.34		A
Document: CB 634433				2,568.28	2,568.28								2,568.28		
CB 641488 N059	059	10/13/2009	11/12/2009	145.00	145.00							145.00			A
CB 641488 T066	066	10/13/2009	11/12/2009	5,375.00	5,375.00							5,375.00			A
Document: CB 641488				5,520.00	5,520.00							5,520.00			
CB 658820 T005	005	12/15/2009	1/14/2010	291.78	291.78					291.78					A
CB 658820 N059	059	12/15/2009	1/14/2010	340.00	340.00					340.00					A
CB 658820 T066	066	12/15/2009	1/14/2010	13,492.50	13,492.50					13,492.50					A
Document: CB 658820				14,124.28	14,124.28					14,124.28					
Job Total:				22,212.56	22,212.56					14,124.28		5,520.00	2,568.28		
Client 95409 Total:				22,212.56	22,212.56					14,124.28		5,520.00	2,568.28		

- DO NOT INCLUDE

INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Invoice #: 634433
Invoice Date: 9/16/2009
Due Date: 10/16/2009
Client #: 95409
Contract #: 10024690
Batch #: 2103424

Bill To: ASHBURN CAMPUS LLC
DAWN ERICKSON
813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Work Performed Thru Period Ending 8/28/2009

Job: 10024690 Erickson/Gloucester Parkway

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Signal Design	L001	26,000.00	100.00	26,000.00	26,000.00	.00
Record Plat for Public Streets	L002	30,000.00	100.00	30,000.00	30,000.00	.00
Offsite Easement Plats	L004	4,000.00	100.00	4,000.00	4,000.00	.00
Construction Plan & Profiles	L006	107,000.00	100.00	107,000.00	107,000.00	.00
Topographic & As-Built Survey	L007	20,000.00	100.00	20,000.00	20,000.00	.00
Stk 32 Test Boring Locations	L008	2,400.00	100.00	2,400.00	2,400.00	.00
Stake Remaining Test Pits	L009	3,500.00	100.00	3,500.00	3,500.00	.00
Prepare Prel Design	L010	5,000.00	100.00	5,000.00	5,000.00	.00
Roadway Design	L011	65,000.00	100.00	65,000.00	65,000.00	.00
Bridge Design	L012	175,000.00	100.00	175,000.00	175,000.00	.00
Hydraulic Model Development	L013	6,800.00	100.00	6,800.00	6,800.00	.00
Bridge Scour Analysis	L014	6,500.00	100.00	6,500.00	6,500.00	.00
Ldn Cnty Floodplain Alt Study	L015	12,500.00	100.00	12,500.00	12,500.00	.00

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

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BALTIMORE, MD 21228

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LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Ldn Cnty Correspondence	L016	4,000.00	100.00	4,000.00	4,000.00	.00
Stormwater Management/BMP	L017	15,000.00	100.00	15,000.00	15,000.00	.00
Waterline Design	L018	7,500.00	100.00	7,500.00	7,500.00	.00
VSMP Constr. General Permit	L019	3,400.00	100.00	3,400.00	3,400.00	.00
Office Construction Support	L020	19,000.00	100.00	19,000.00	19,000.00	.00
Plats	L021	15,000.00	100.00	15,000.00	15,000.00	.00
Restake Test Borings GPB 1-6	L023	900.00	100.00	900.00	900.00	.00
Stk 4 Addl Test Boring Locatns	L024	600.00	100.00	600.00	600.00	.00
As-Built Topography	L026	7,000.00	100.00	7,000.00	7,000.00	.00
Stk 10 Test Boring Locations	L027	1,000.00	100.00	1,000.00	1,000.00	.00
Field Run Cross Sections	L029	3,300.00	100.00	3,300.00	3,300.00	.00
Prep and Submit VSMP Permit	L030	1,500.00	100.00	1,500.00	1,500.00	.00
Rvs Ph 1 Construction Dwgs	L031	22,750.00	100.00	22,750.00	22,750.00	.00
Set Tall Guard Stakes	L032	700.00	100.00	700.00	700.00	.00

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Work Performed Thru Period Ending 8/28/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prep Exhibit for Dedication	L033	525.00	100.00	525.00	525.00	.00
Prep Offsite Esmt Plat	L034	2,000.00	100.00	2,000.00	2,000.00	.00
Prepare a BLA Plat	L035	5,750.00	100.00	5,750.00	5,750.00	.00
Prepare an Easement Plat	L036	2,000.00	100.00	2,000.00	2,000.00	.00
Revise Ph. 1 Storm Sewer	L037	2,400.00	100.00	2,400.00	2,400.00	.00
Set One Grade Stake for D. Pwr	L038	500.00	100.00	500.00	500.00	.00
Prep Easement Plat for Verizon	L040	2,000.00	100.00	2,000.00	2,000.00	.00
Stk Poles Using Blue/White Flg	L041	800.00	100.00	800.00	800.00	.00
Prep Separate Easement Plats	L042	500.00	100.00	500.00	500.00	.00
Prep BLA Plat for Lerner Prop.	L043	5,000.00	100.00	5,000.00	5,000.00	.00
Prepare Two (2) New Plats	L044	1,500.00	100.00	1,500.00	1,500.00	.00
Revised Pier Footing Design	L045	800.00	100.00	800.00	800.00	.00
Stk Dominion Power Easement	L046	3,000.00	100.00	3,000.00	3,000.00	.00

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LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prepare Utility Esmt. Plats	L047	1,500.00	100.00	1,500.00	1,500.00	.00
Rstk Limits of Dominion Esmt.	L048	800.00	100.00	800.00	800.00	.00
Final Pavement Design	L049	750.00	100.00	750.00	750.00	.00
Re-estab Vert. & Horz. Control	L050	3,000.00	100.00	3,000.00	3,000.00	.00
Re-establish vertical and horizontal control. Ordered on 1/8/09.						
Waterline Record Drawings	L051	3,500.00	100.00	3,500.00	3,500.00	.00
Waterline record drawings, includes sanitary sewer (as per Loudoun Water requirements as of this date). Ordered on 1/8/09.						
Site Plan Record Drawings	L052	6,000.00	100.00	6,000.00	6,000.00	.00
Site plan record drawings (includes storm sewer as per Loudoun County requirements as of this date). Ordered on 1/8/09.						
Set Final Road Monumentation	L053	4,000.00	100.00	4,000.00	4,000.00	.00
Set final road monumentation per Loudoun County requirements (39 iron pipes). Ordered on 1/8/09.						
Re-estab Ver & Horz Ctrl, Ph 2	L054	3,000.00	100.00	3,000.00	3,000.00	.00
Re-establish vertical and horizontal control, Phase 2. Ordered on 1/8/09.						

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Invoice Date: 9/16/2009
Due Date: 10/16/2009
Client #: 95409
Contract #: 10024690
Batch #: 2103424

Work Performed Thru Period Ending 8/28/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Pond As-Built - Phase 2 Pond as-built for final grading check, Phase 2. Ordered on 1/8/09.	L055	3,500.00	100.00	3,500.00	3,500.00	.00
Waterline Record Dwgs - Ph 2 Waterline record drawings (includes sanitary sewer, as per Loudoun Water requirements as of this date). Ordered on 1/8/09.	L056	2,000.00	100.00	2,000.00	2,000.00	.00
Site Plan Record Dwgs - Ph 2 Site plan record drawings (includes storm sewer as per Loudoun County requirements as of this date), Phase 2. Ordered on 1/8/09.	L057	3,000.00	100.00	3,000.00	3,000.00	.00
Set Road Monumentation - Ph 2 Set final road monumentation per Loudoun County requirements (32 iron pipes), Phase 2. Ordered on 1/8/09.	L058	3,500.00	100.00	3,500.00	3,500.00	.00
Required As-Built for Bridge Required as-builts for bridge. 457SW90.18040.13210. Ordered on 1/21/09.	L060	2,500.00	100.00	2,500.00	2,500.00	.00
Prep Perform. Bond Reduction Prepare a performance bond reduction for Loudoun County. 457SW90.180.13210. Ordered on 1/21/09.	L061	750.00	100.00	750.00	750.00	.00

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813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Invoice #: 634433
Invoice Date: 9/16/2009
Due Date: 10/16/2009
Client #: 95409
Contract #: 10024690
Batch #: 2103424

Work Performed Thru Period Ending 8/28/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
As-Built Existing Median Nose	L063	2,000.00	100.00	2,000.00	2,000.00	.00
Dewberry will as-built the existing median nose on Gloucester Parkway in Ashburn Village for re-design purposes as requested by VDOT. Work to include plan revisions as required. 457SW90.16040.13210. Ordered by Dawn Yeager.						
Median Improvements as Reqstd.	L065	975.00	100.00	975.00	975.00	.00
Dewberry will prepare ASI #3 for Gloucester Parkway, Phase 2, reflecting median improvements as requested by VDOT for the pedestrian crossover at the Marblehead Drive intersection. 457SW90.16040.13210.						
SUBTOTAL		632,900.00	100.00	632,900.00	632,900.00	\$.00

TIME & MATERIAL BILLING

Task Description	Task ID				
Letter of Map Revision (LOMAR)	N059	NTE Amount	\$	15,000.00	
		Prev Amount Billed	\$	10,484.77	
Description		CURRENT PERIOD BILLING			
		Hours	Rate	Amount	
ADMIN PROFESSIONAL IV		.50	55.000	\$ 27.50	
ENG/PLAN/LA VIII		14.00	145.000	\$ 2,030.00	
Direct Deliveries		TOTAL HOURLY LABOR		\$ 2,057.50	
		TOTAL OTHER DIRECT COST		\$ 10.84	
		TOTAL FOR N059		\$ 2,068.34	

Filing for a LOMAR and FPAL. 457SW90.16040.13210. Ordered on 1/21/09.

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P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ASHBURN CAMPUS LLC
DAWN ERICKSON
813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Invoice #: 634433
Invoice Date: 9/16/2009
Due Date: 10/16/2009
Client #: 95409
Contract #: 10024690
Batch #: 2103424

Work Performed Thru Period Ending 8/28/2009

Meetings

T003

CURRENT PERIOD BILLING

Description
ENG/PLAN/LA IX

Hours	Rate	Amount
1.00	170.000	\$ 170.00

TOTAL HOURLY LABOR \$ 170.00

TOTAL FOR T003 \$ 170.00

Prints and Deliveries

T005

CURRENT PERIOD BILLING

Description
Direct Reproduction

Hours	Rate	Amount
		\$ 329.94

TOTAL OTHER DIRECT COST \$ 329.94

TOTAL FOR T005 \$ 329.94

TOTAL FOR JOB: 10024690 \$ 2,568.28

TOTAL INVOICE AMOUNT DUE \$ 2,568.28
BY 10/16/2009

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THOMAS R. WHIPP

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INVOICE

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P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ASHBURN CAMPUS LLC
DAWN ERICKSON
813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Invoice #: ~~658820~~
Invoice Date: 12/15/2009
Due Date: 1/14/2010
Client #: 95409
Contract #: 10024690
Batch #: 2123114

Work Performed Thru Period Ending 11/27/2009

Job: 10024690 Erickson/Gloucester Parkway

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Signal Design	L001	26,000.00	100.00	26,000.00	26,000.00	.00
Record Plat for Public Streets	L002	30,000.00	100.00	30,000.00	30,000.00	.00
Offsite Easement Plats	L004	4,000.00	100.00	4,000.00	4,000.00	.00
Construction Plan & Profiles	L006	107,000.00	100.00	107,000.00	107,000.00	.00
Topographic & As-Built Survey	L007	20,000.00	100.00	20,000.00	20,000.00	.00
Stk 32 Test Boring Locations	L008	2,400.00	100.00	2,400.00	2,400.00	.00
Stake Remaining Test Pits	L009	3,500.00	100.00	3,500.00	3,500.00	.00
Prepares Prel Design	L010	5,000.00	100.00	5,000.00	5,000.00	.00
Roadway Design	L011	85,000.00	100.00	65,000.00	65,000.00	.00
Bridge Design	L012	175,000.00	100.00	175,000.00	175,000.00	.00
Hydraulic Model Development	L013	6,800.00	100.00	6,800.00	6,800.00	.00
Bridge Scour Analysis	L014	6,500.00	100.00	6,500.00	6,500.00	.00
Ldn Cnty Floodplain Alt Study	L015	12,500.00	100.00	12,500.00	12,500.00	.00

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Invoice #: 658820
Invoice Date: 12/15/2009
Due Date: 1/14/2010
Client #: 95409
Contract #: 10024690
Batch #: 2123114

Bill To: ASHBURN CAMPUS LLC
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813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Work Performed Thru Period Ending 11/27/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Ldn Cnty Correspondence	L016	4,000.00	100.00	4,000.00	4,000.00	.00
Stormwater Management/BMP	L017	15,000.00	100.00	15,000.00	15,000.00	.00
Waterline Design	L018	7,500.00	100.00	7,500.00	7,500.00	.00
VSMP Constr. General Permit	L019	3,400.00	100.00	3,400.00	3,400.00	.00
Office Construction Support	L020	19,000.00	100.00	19,000.00	19,000.00	.00
Plats	L021	15,000.00	100.00	15,000.00	15,000.00	.00
Restake Test Borings GPB 1-6	L023	900.00	100.00	900.00	900.00	.00
Stk 4 Addl Test Boring Locatns	L024	600.00	100.00	600.00	600.00	.00
As-Built Topography	L026	7,000.00	100.00	7,000.00	7,000.00	.00
Stk 10 Test Boring Locations	L027	1,000.00	100.00	1,000.00	1,000.00	.00
Field Run Cross Sections	L029	3,300.00	100.00	3,300.00	3,300.00	.00
Prep and Submit VSMP Permit	L030	1,500.00	100.00	1,500.00	1,500.00	.00
Rvs Ph 1 Construction Dwgs	L031	22,750.00	100.00	22,750.00	22,750.00	.00
Set Tall Guard Stakes	L032	700.00	100.00	700.00	700.00	.00

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Work Performed Thru Period Ending 11/27/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prep Exhibit for Dedication	L033	525.00	100.00	525.00	525.00	.00
Prep Offsite Esmt Plat	L034	2,000.00	100.00	2,000.00	2,000.00	.00
Prepare a BLA Plat	L035	5,750.00	100.00	5,750.00	5,750.00	.00
Prepare an Easement Plat	L036	2,000.00	100.00	2,000.00	2,000.00	.00
Revise Ph. 1 Storm Sewer	L037	2,400.00	100.00	2,400.00	2,400.00	.00
Set One Grade Stake for D. Pwr	L038	500.00	100.00	500.00	500.00	.00
Prep Easement Plat for Verizon	L040	2,000.00	100.00	2,000.00	2,000.00	.00
Stk Poles Using Blue/White Fig	L041	800.00	100.00	800.00	800.00	.00
Prep Separate Easement Plats	L042	500.00	100.00	500.00	500.00	.00
Prep BLA Plat for Lerner Prop.	L043	5,000.00	100.00	5,000.00	5,000.00	.00
Prepare Two (2) New Plats	L044	1,500.00	100.00	1,500.00	1,500.00	.00
Revised Pier Footing Design	L045	800.00	100.00	800.00	800.00	.00
Stk Dominion Power Easement	L046	3,000.00	100.00	3,000.00	3,000.00	.00

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Invoice #: 658820
Invoice Date: 12/15/2009
Due Date: 1/14/2010
Client #: 95409
Contract #: 10024690
Batch #: 2123114

Work Performed Thru Period Ending 11/27/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prepare Utility Esmt. Plats	L047	1,500.00	100.00	1,500.00	1,500.00	.00
Rstk Limits of Dominion Esmt.	L048	800.00	100.00	800.00	800.00	.00
Final Pavement Design	L049	750.00	100.00	750.00	750.00	.00
Re-estab Vert. & Horz. Control	L050	3,000.00	100.00	3,000.00	3,000.00	.00
Re-establish vertical and horizontal control. Ordered on 1/8/09.						
Waterline Record Drawings	L051	3,500.00	100.00	3,500.00	3,500.00	.00
Waterline record drawings, includes sanitary sewer (as per Loudoun Water requirements as of this date). Ordered on 1/8/09.						
Site Plan Record Drawings	L052	6,000.00	100.00	6,000.00	6,000.00	.00
Site plan record drawings (includes storm sewer as per Loudoun County requirements as of this date). Ordered on 1/8/09.						
Set Final Road Monumentation	L053	4,000.00	100.00	4,000.00	4,000.00	.00
Set final road monumentation per Loudoun County requirements (39 iron pipes). Ordered on 1/8/09.						
Re-estab Ver & Horz Ctrl, Ph 2	L054	3,000.00	100.00	3,000.00	3,000.00	.00
Re-establish vertical and horizontal control, Phase 2. Ordered on 1/8/09.						

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Invoice #: 658820
Invoice Date: 12/15/2009
Due Date: 1/14/2010
Client #: 95409
Contract #: 10024690
Batch #: 2123114

Work Performed Thru Period Ending 11/27/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Pond As-Built - Phase 2 Pond as-built for final grading check, Phase 2. Ordered on 1/8/09.	L055	3,500.00	100.00	3,500.00	3,500.00	.00
Waterline Record Dwgs - Ph 2 Waterline record drawings (includes sanitary sewer, as per Loudoun Water requirements as of this date). Ordered on 1/8/09.	L056	2,000.00	100.00	2,000.00	2,000.00	.00
Site Plan Record Dwgs - Ph 2 Site plan record drawings (includes storm sewer as per Loudoun County requirements as of this date), Phase 2. Ordered on 1/8/09.	L057	3,000.00	100.00	3,000.00	3,000.00	.00
Set Road Monumentation - Ph 2 Set final road monumentation per Loudoun County requirements (32 iron pipes), Phase 2. Ordered on 1/8/09.	L058	3,500.00	100.00	3,500.00	3,500.00	.00
Required As-Built for Bridge Required as-builts for bridge. 457SW80.16040.13210. Ordered on 1/21/09.	L060	2,500.00	100.00	2,500.00	2,500.00	.00
Prep Perform. Bond Reduction Prepare a performance bond reduction for Loudoun County. 457SW80.160.13210. Ordered on 1/21/09.	L061	750.00	100.00	750.00	750.00	.00

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813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Invoice #: 858820
Invoice Date: 12/15/2009
Due Date: 1/14/2010
Client #: 95409
Contract #: 10024690
Batch #: 2123114

Work Performed Thru Period Ending 11/27/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
As-Built Existing Median Nose	L063	2,000.00	100.00	2,000.00	2,000.00	.00
Dewberry will as-built the existing median nose on Gloucester Parkway in Ashburn Village for re-design purposes as requested by VDOT. Work to include plan revisions as required. 457SW90.18040.13210. Ordered by Dawn Yeager.						
Median Improvements as Reqstd.	L065	975.00	100.00	975.00	975.00	.00
Dewberry will prepare ASI #3 for Gloucester Parkway, Phase 2, reflecting median improvements as requested by VDOT for the pedestrian crossover at the Marblehead Drive Intersection. 457SW90.18040.13210.						
SUBTOTAL		632,900.00	100.00	632,900.00	632,900.00	\$.00

TIME & MATERIAL BILLING

Task Description	Task ID	NTE Amount	Prev Amount Billed	Hours	Rate	Amount
Letter of Map Revision (LOMAR)	N059	\$ 15,000.00	\$ 12,698.11	2.00	170.000	\$ 340.00
Description		CURRENT PERIOD BILLING				
ENG/PLAN/LA IX		TOTAL HOURLY LABOR				
		TOTAL FOR N059				

Filing for a LOMAR and FPAL. 457SW90.18040.13210. Ordered on 1/21/09.

Prints and Deliveries T005

CURRENT PERIOD BILLING

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DAWN ERICKSON
813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Invoice #: 658820
Invoice Date: 12/15/2009
Due Date: 1/14/2010
Client #: 95409
Contract #: 10024690
Batch #: 2123114

Work Performed Thru Period Ending 11/27/2009

Description	Hours	Rate	Amount
Direct Reproduction			\$ 263.28
Direct Deliveries			\$ 28.50
TOTAL OTHER DIRECT COST			\$ 291.78
TOTAL FOR T005			\$ 291.78

Prepare Bond Release

T066

CURRENT PERIOD BILLING

Description	Hours	Rate	Amount
CADD TECHNICIAN II	2.50	70.000	\$ 175.00
CADD TECHNICIAN IV	5.00	85.000	\$ 425.00
ENG/PLAN/LA III	42.00	95.000	\$ 3,990.00
ENG/PLAN/LA IV	29.50	105.000	\$ 3,097.50
ENG/PLAN/LA IX	27.50	170.000	\$ 4,675.00
FIELD PARTY-2 PERSON	4.50	140.000	\$ 630.00
SURVEY/COMPUTOR IV	5.00	100.000	\$ 500.00
TOTAL HOURLY LABOR			\$ 13,492.50
TOTAL FOR T066			\$ 13,492.50

Dewberry will prepare a bond release and street acceptance packages for Phases 1 and 2.
457SW90.16040.13210. Ordered by Dawn Yeager.

TOTAL FOR JOB: 10024690 \$ 14,124.28

TOTAL INVOICE AMOUNT DUE \$ 14,124.28
BY 1/14/2010

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(703)849-0100 TIN: 54-0604420

Invoice #: **641488**
Invoice Date: 10/13/2009
Due Date: 11/12/2009
Client #: 95409
Contract #: 10024690
Batch #: 2109015

Bill To: ASHBURN CAMPUS LLC
DAWN ERICKSON
813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Work Performed Thru Period Ending 9/25/2009

Job: 10024690 Erickson/Gloucester Parkway

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Signal Design	L001	26,000.00	100.00	26,000.00	26,000.00	.00
Record Plat for Public Streets	L002	30,000.00	100.00	30,000.00	30,000.00	.00
Offsite Easement Plats	L004	4,000.00	100.00	4,000.00	4,000.00	.00
Construction Plan & Profiles	L006	107,000.00	100.00	107,000.00	107,000.00	.00
Topographic & As-Built Survey	L007	20,000.00	100.00	20,000.00	20,000.00	.00
Stk 32 Test Boring Locations	L008	2,400.00	100.00	2,400.00	2,400.00	.00
Stake Remaining Test Pits	L009	3,500.00	100.00	3,500.00	3,500.00	.00
Prepare Prel Design	L010	5,000.00	100.00	5,000.00	5,000.00	.00
Roadway Design	L011	65,000.00	100.00	65,000.00	65,000.00	.00
Bridge Design	L012	175,000.00	100.00	175,000.00	175,000.00	.00
Hydraulic Model Development	L013	6,800.00	100.00	6,800.00	6,800.00	.00
Bridge Scour Analysis	L014	6,500.00	100.00	6,500.00	6,500.00	.00
Ldn Cnty Floodplain Alt Study	L015	12,500.00	100.00	12,500.00	12,500.00	.00

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Work Performed Thru Period Ending 9/25/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Ldn Cnty Correspondence	L016	4,000.00	100.00	4,000.00	4,000.00	.00
Stormwater Management/BMP	L017	15,000.00	100.00	15,000.00	15,000.00	.00
Waterline Design	L018	7,500.00	100.00	7,500.00	7,500.00	.00
VSMP Constr. General Permit	L019	3,400.00	100.00	3,400.00	3,400.00	.00
Office Construction Support	L020	19,000.00	100.00	19,000.00	19,000.00	.00
Plats	L021	15,000.00	100.00	15,000.00	15,000.00	.00
Restake Test Borings GPB 1-6	L023	900.00	100.00	900.00	900.00	.00
Stk 4 Addl Test Boring Locatns	L024	600.00	100.00	600.00	600.00	.00
As-Built Topography	L026	7,000.00	100.00	7,000.00	7,000.00	.00
Stk 10 Test Boring Locations	L027	1,000.00	100.00	1,000.00	1,000.00	.00
Field Run Cross Sections	L029	3,300.00	100.00	3,300.00	3,300.00	.00
Prep and Submit VSMP Permit	L030	1,500.00	100.00	1,500.00	1,500.00	.00
Rvs Ph 1 Construction Dwgs	L031	22,750.00	100.00	22,750.00	22,750.00	.00
Set Tell Guard Stakes	L032	700.00	100.00	700.00	700.00	.00

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LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prep Exhibit for Dedication	L033	525.00	100.00	525.00	525.00	.00
Prep Offsite Esmt Plat	L034	2,000.00	100.00	2,000.00	2,000.00	.00
Prepare a BLA Plat	L035	5,750.00	100.00	5,750.00	5,750.00	.00
Prepare an Easement Plat	L036	2,000.00	100.00	2,000.00	2,000.00	.00
Revise Ph. 1 Storm Sewer	L037	2,400.00	100.00	2,400.00	2,400.00	.00
Set One Grade Stake for D. Pwr	L038	500.00	100.00	500.00	500.00	.00
Prep Easement Plat for Verizon	L040	2,000.00	100.00	2,000.00	2,000.00	.00
Stk Poles Using Blue/White Flg	L041	800.00	100.00	800.00	800.00	.00
Prep Separate Easement Plats	L042	500.00	100.00	500.00	500.00	.00
Prep BLA Plat for Lerner Prop.	L043	5,000.00	100.00	5,000.00	5,000.00	.00
Prepare Two (2) New Plats	L044	1,500.00	100.00	1,500.00	1,500.00	.00
Revised Pier Footing Design	L045	800.00	100.00	800.00	800.00	.00
Stk Dominion Power Easement	L046	3,000.00	100.00	3,000.00	3,000.00	.00

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LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prepare Utility Esmt. Plats	L047	1,500.00	100.00	1,500.00	1,500.00	.00
Rstk Limits of Dominion Esmt.	L048	800.00	100.00	800.00	800.00	.00
Final Pavement Design	L049	750.00	100.00	750.00	750.00	.00
Re-estab Vert. & Horz. Control	L050	3,000.00	100.00	3,000.00	3,000.00	.00
Re-establish vertical and horizontal control. Ordered on 1/8/09.						
Waterline Record Drawings	L051	3,500.00	100.00	3,500.00	3,500.00	.00
Waterline record drawings, includes sanitary sewer (as per Loudoun Water requirements as of this date). Ordered on 1/8/09.						
Site Plan Record Drawings	L052	6,000.00	100.00	6,000.00	6,000.00	.00
Site plan record drawings (includes storm sewer as per Loudoun County requirements as of this date). Ordered on 1/8/09.						
Set Final Road Monumentation	L053	4,000.00	100.00	4,000.00	4,000.00	.00
Set final road monumentation per Loudoun County requirements (39 iron pipes). Ordered on 1/8/09.						
Re-estab Ver & Horz Ctrl, Ph 2	L054	3,000.00	100.00	3,000.00	3,000.00	.00
Re-establish vertical and horizontal control, Phase 2. Ordered on 1/8/09.						

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11248 as amended by Executive Order 11375.

INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ASHBURN CAMPUS LLC
DAWN ERICKSON
813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Invoice #: 841488
Invoice Date: 10/13/2009
Due Date: 11/12/2009
Client #: 95409
Contract #: 10024690
Batch #: 2109015

Work Performed Thru Period Ending 9/25/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Pond As-Built - Phase 2 Pond as-built for final grading check, Phase 2. Ordered on 1/8/09.	L055	3,500.00	100.00	3,500.00	3,500.00	.00
Waterline Record Dwgs - Ph 2 Waterline record drawings (includes sanitary sewer, as per Loudoun Water requirements as of this date). Ordered on 1/8/09.	L056	2,000.00	100.00	2,000.00	2,000.00	.00
Site Plan Record Dwgs - Ph 2 Site plan record drawings (includes storm sewer as per Loudoun County requirements as of this date), Phase 2. Ordered on 1/8/09.	L057	3,000.00	100.00	3,000.00	3,000.00	.00
Set Road Monumentation - Ph 2 Set final road monumentation per Loudoun County requirements (32 iron pipes), Phase 2. Ordered on 1/8/09.	L058	3,500.00	100.00	3,500.00	3,500.00	.00
Required As-Builts for Bridge Required as-builts for bridge. 457SW90.16040.13210. Ordered on 1/21/09.	L060	2,500.00	100.00	2,500.00	2,500.00	.00
Prep Perform. Bond Reduction Prepare a performance bond reduction for Loudoun County. 457SW90.160.13210. Ordered on 1/21/09.	L061	750.00	100.00	750.00	750.00	.00

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ASHBURN CAMPUS LLC
DAWN ERICKSON
813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Invoice #: 641488
Invoice Date: 10/13/2009
Due Date: 11/12/2009
Client #: 95409
Contract #: 10024690
Batch #: 2109015

Work Performed Thru Period Ending 9/25/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
As-Built Existing Median Nose	L063	2,000.00	100.00	2,000.00	2,000.00	.00
Dewberry will as-built the existing median nose on Gloucester Parkway in Ashburn Village for re-design purposes as requested by VDOT. Work to include plan revisions as required. 457SW90.18040.13210. Ordered by Dawn Yeager.						
Median Improvements as Reqstd.	L065	975.00	100.00	975.00	975.00	.00
Dewberry will prepare ASI #3 for Gloucester Parkway, Phase 2, reflecting median improvements as requested by VDOT for the pedestrian crossover at the Marblehead Drive Intersection. 457SW90.18040.13210.						
SUBTOTAL		632,900.00	100.00	632,900.00	632,900.00	\$.00

TIME & MATERIAL BILLING

Task Description	Task ID	NTE Amount	Prev Amount Billed	Hours	Rate	Amount
Letter of Map Revision (LOMAR)	N059	\$ 15,000.00	\$ 12,553.11	1.00	145.000	\$ 145.00
Description		CURRENT PERIOD BILLING				
ENG/PLAN/LA VIII		TOTAL HOURLY LABOR				
		TOTAL FOR N059				

Filing for a LOMAR and FPAL. 457SW90.18040.13210. Ordered on 1/21/09.

Prepare Bond Release T066

CURRENT PERIOD BILLING

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ASHBURN CAMPUS LLC
DAWN ERICKSON
813 MAIDEN CHOICE LANE
BALTIMORE, MD 21228

Invoice #: 641488
Invoice Date: 10/13/2009
Due Date: 11/12/2009
Client #: 95409
Contract #: 10024690
Batch #: 2109015

Work Performed Thru Period Ending 9/25/2009

Description	Hours	Rate	Amount
CADD TECHNICIAN II	9.50	70.000	\$ 665.00
ENG/PLAN/LA IX	24.00	170.000	\$ 4,080.00
FIELD PARTY-2 PERSON	4.50	140.000	\$ 630.00
TOTAL HOURLY LABOR			\$ 5,375.00
TOTAL FOR T066			\$ 5,375.00

Dewberry will prepare a bond release and street acceptance packages for Phases 1 and 2.
457SW90.16040.13210. Ordered by Dawn Yeager.

TOTAL FOR JOB: 10024690 \$ 5,520.00

TOTAL INVOICE AMOUNT DUE \$ 5,520.00
BY 11/12/2009

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

10024690

LONG FORM CONTRACT
(Over \$25,000)

Contract Number: _____

Exhibits: A & B

PROFESSIONAL SERVICES CONTRACT

Architect/Engineer:

(hereinafter called "A/E"): Dewberry & Davis, LLC

A/E's Representative:

Mr. William E. Fissel, P.E.

Street Address, City, State,

Zip Code:

1503 Edwards Ferry Road, Suite 200

Leesburg, VA 20176-6680

Owner:

Ashburn Campus, LLC

701 Maiden Choice Lane, Baltimore, Maryland 21228

Owner's Representative:

Erickson Retirement Communities, LLC

703 Maiden Choice Lane, Baltimore, Maryland 21228

Owner's Contact Person:

Mr. Wayne M. Rush, P.E.

1. Definitions:

- 1.1. "Completion Date" shall mean any date mutually agreed upon by Owner and A/E for the completion of all or any part of the Services.
- 1.2. "Contract" refers to this Professional Services Contract, including all exhibits attached hereto and all amendments thereto.
- 1.3. "Contract Documents" refers to all documentation that sets forth A/E's obligations under this Contract, including, but not limited to, the Schedule of Services and any Extra Services Orders.
- 1.4. "Contract Price" shall have the meaning given such term in Section 4 of this Contract.

- 1.5. "Design Documents" refers to the final approved plans showing general scope, extent and character of the Project.
- 1.6. "Instruments of Service" refers to all drawings, reports, studies and other documents created or produced by A/E under this contract.
- 1.7. "Operator" shall mean the not-for-profit entity that operates the Project.
- 1.8. "Owner" refers to Ashburn Campus, LLC and its successors and assigns.
- 1.9. "Plans and Specifications" refers to those portions of the Contract Documents that consist of technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Services.
- 1.10. "Project" shall have the meaning given such term in Section 2 of this Contract.
- 1.11. "Site" refers to the property where the Project shall be constructed.
- 1.12. "Services" refers to A/E's obligations under the Schedule of Services.
2. Project: Owner hereby proposes to engage the professional services of A/E for the following Project:

Ashburn Campus, Loudoun County, Virginia – Gloucester
Parkway Land Development Engineering Services and Design
3. Schedule of Services: A/E agrees to provide professional services for the Project in accordance with the Schedule of Services attached hereto as Exhibit A. In the event of any discrepancy or conflict between the terms of Exhibit A and the body of this Contract, the terms of the body of this Contract shall control.
4. Contract Price:
 - 4.1. The compensation for A/E's Services under this Contract (the "Contract Price") shall be paid to A/E in accordance with the Fee Schedule attached hereto as Exhibit A. The contract number shown on the face of this Contract and the appropriate services code(s) shown on Exhibit B attached hereto must appear on all invoices for completed Services before payment will be forthcoming.

- 4.2. By the 25th day of each month in which Services for the Project was performed, A/E shall forward to Owner an invoice showing the cost of all Services completed on the Project during the preceding month based on the Contract Price. Payment shall be made on or about the 20th day of each month following receipt of A/E's invoice.
5. Accounting Records: A/E's accounting and financial records for this Contract, including all records of Reimbursable Expenses, shall be kept in accordance with generally accepted accounting principles. Owner and its authorized representative shall be afforded access during normal business hours to A/E's records, correspondence, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and A/E shall preserve such documents for a period of three (3) years following after A/E's receipt of final payment under this Contract. A/E shall be reimbursed for all expenses incurred by A/E including costs for time spent by A/E's employees in facilitating such access and producing copies.
6. Extra Services Orders:
- 6.1. Owner and A/E agree that Owner may at any time and from time to time order revisions to the Schedule of Services. All such revisions must be in writing signed by an authorized representative of Owner (an "Extra Services Order"). Upon receipt of an Extra Services Order, A/E shall provide to Owner, for Owner's approval, a proposed increase or decrease in the Contract Price (which proposal must be prepared based upon the Additional Services list on Exhibit A attached hereto), together with an estimate as to any effect such Extra Services Order will have on the Completion Dates set forth on the Schedule of Services set forth on Exhibit A attached hereto.
- 6.2. The Schedule of Services shall not be revised, and A/E shall not be entitled to any change in the Contract Price or the Completion Dates, unless and until either (i) Owner has given A/E a written acknowledgment that Owner has approved A/E's proposed increase or decrease in the Contract Price and the change in the Completion Dates, or (ii) a written amendment to this Contract has been executed and delivered by A/E and Owner.
7. Owner's Representative: Until such time as Owner gives A/E written notice to the contrary, Owner's Representative shall coordinate all correspondence between A/E and the Owner as well as any approvals of or changes to any of the Services to be performed by A/E hereunder. Owner reserves the right to replace the Owner's Representative at any time, and from time to time, throughout the term of this

Contract by giving A/E written notice of the identity of the new Owner's Representative.

8. Taxes: A/E is responsible for and shall assume exclusive liability for payment and/or withholding of any tax, imposed by federal, state, municipal or other authority imposed by reason of the performance of this Contract, or due to the entry into this Contract, including, but not limited to, those with respect to A/E's receipts or income, and those with respect to compensation, wages, or other remuneration for any Services to be performed by A/E or its employees under the terms of this Contract, and A/E further agrees to hold Owner harmless from and against all such taxes and to comply with all governmental regulations with respect thereto, including the filing of all necessary reports and returns.

9. A/E's Default:

9.1. The occurrence of any of the following events shall be deemed an "A/E Default":

- (a) if A/E fails to complete any portion of the Work prior to any applicable Completion Date;
- (b) if A/E fails to maintain the insurance policies required to be carried by A/E pursuant to the terms of this Contract;
- (c) if A/E fails to perform any of its obligations under this Contract other than the obligations set forth in 9.1 (a) and (b) above, and such failure continues for thirty (30) days following A/E's receipt of written notice of such failure from Owner;
- (d) if A/E has breached any warranty contained in this Contract; or
- (e) if A/E abandons or otherwise wrongfully ceases to perform the Services.

9.2. Upon the occurrence of an A/E Default, Owner shall be entitled to exercise any and all remedies available at law or in equity. Without limiting the foregoing, Owner shall be entitled to exercise any or all of the following remedies, and the exercise of any available remedy shall not preclude the exercise of any other available remedy, it being the intent of the parties hereto that all such remedies shall be cumulative and non-exclusive:

- (a) Owner may immediately terminate this Contract by giving A/E oral or written notice of Owner's election to exercise such right;
- (b) Owner may seek a judgment against A/E for all damages suffered or incurred by Owner as a result of such A/E Default; and
- (c) Owner may perform or cause to be performed any obligation of A/E under this Contract giving rise to such A/E Default, for and on the account of A/E, in which event A/E shall be obligated to reimburse Owner upon demand for all reasonable costs incurred or expended by Owner in performing such obligation.

10. Owner's Default:

10.1. The occurrence of any of the following events shall be deemed an "Owner Default":

- (a) if Owner fails to perform any of its obligations under this Contract, and such failure continues for thirty (30) days following Owner's receipt of written notice of such failure from A/E; or
- (b) if Owner has breached any warranty contained in this Contract.

10.2. Upon the occurrence of an Owner Default, A/E shall be entitled to exercise any and all remedies available at law or in equity. Without limiting the foregoing, A/E shall be entitled to exercise any or all of the following remedies, and the exercise of any available remedy shall not preclude the exercise of any other available remedy, it being the intent of the parties hereto that all such remedies shall be cumulative and non-exclusive:

- (a) A/E may immediately terminate this Contract by giving Owner oral or written notice of A/E's election to exercise such right;
- (b) A/E may seek a judgment against Owner for all damages suffered or incurred by A/E as a result of such Owner Default, including consequential damages; and
- (c) A/E may perform or cause to be performed any obligation of Owner under this Contract giving rise to such Owner Default, for and on the account of Owner, in which event Owner shall be obligated to reimburse A/E upon demand for all costs incurred or expended by in performing such obligation.

11. Insurance:

11.1. A/E shall, prior to commencing any Services, effect and maintain the following insurance and furnish Owner with original signed certificates of insurance, specifying thirty (30) days prior written notice to Owner prior to cancellation of such insurance, with companies acceptable to Owner, protecting A/E and Owner as their interests may appear, with respect to the Services and A/E's presence on the Site:

- (a) Workers' Compensation Insurance covering all of A/E's employees on the job to at least statutory requirements; and
- (b) General Liability Insurance, including contractual liability coverage, insuring against claims for bodily injury, including death, and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, and a deductible of not more than Ten Thousand Dollars (\$10,000);
- (c) Professional Liability Insurance for protection from claims arising out of performance of professional services caused by any negligent error, omissions or act by A/E with coverage in the amount of not less than One Million Dollars (\$1,000,000), with a deductible of not more than Fifty Thousand Dollars (\$50,000); and
- (d) Automobile Liability insurance insuring against claims for bodily injury, including death, in the amount of One Million Dollars (\$1,000,000) per accident and property damage in the amount of One Hundred Thousand Dollars (\$100,000) per accident.

A/E must provide Owner with certificates of insurance evidencing such coverage prior to A/E's commencement of providing Services. No sum shall be due and payable to A/E under this Contract until all such certificates are received by Owner.

11.2. A/E's General Liability Insurance shall name Owner, Owner's Representative and Operator, and their employees, officers, directors, members, and agents as additional insureds and shall be primary and non-contributing with any insurance maintained by such additional insureds.

12. Compliance with Laws:

- 12.1. A/E covenants to comply with applicable local, state and federal laws, rules and regulations in its performance of its duties and obligations related to this Project hereunder, other than in the performance of the Services, and A/E shall indemnify and save harmless Owner for any violations by A/E, its agents, or its employees thereunder.
- 12.2. A/E warrants it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin and A/E agrees to comply with all provisions relating thereto in all laws applicable thereto.
- 12.3. A/E hereby represents and warrants to Owner that A/E is fully licensed by the state in which the Site is located in order to perform and provide the Services required hereunder.
13. Assignment of Contract:
 - 13.1. This Contract may be assigned, pledged or encumbered by Owner, at Owner's sole discretion. In connection therewith, A/E agrees to execute and deliver to Owner any documents reasonably requested by Owner to acknowledge such assignment, and to agree to complete this Contract for any assignee in accordance with the terms of this Contract.
 - 13.2. Neither this Contract or any money's nor any portion thereof due or to become due hereunder shall be assigned, pledged, or in any way encumbered by A/E without the previous written consent of Owner.
14. Termination of Agreement: This Agreement may be terminated by Owner at any time, without cause, upon five (5) days written notice to A/E, at which time A/E shall be paid compensation for Services performed to termination date.
15. Ownership of Documents: All Instruments of Service relating to the Project and all related statutory, common law, and reserved rights, including copyright, shall become the property of the Owner at the conclusion of the Project or the earlier termination or expiration of this Contract. Such Instruments of Service are not to be used by A/E on other projects except by agreement in writing and with appropriate compensation to Owner. With the exception of one set of Instruments of Service all such Instruments of Service are to be returned to Owner, including any electronically prepared copies of such Instruments of Service, upon the completion of the Project or the earlier termination of this Contract. Submission or distribution of the Instruments of Service to meet official regulatory requirements or for other purposes necessary for A/E's

performance of the Services is not to be construed as publication in derogation of the Owner's common law copyright or other reserved rights.

16. **Governing Law:** This Contract shall be governed by the laws of the State of Maryland.

17. **Communications:** The Owner's representative shall receive copies of all written communications between A/E and Owner, and A/E and any other contractors or other persons or entities working on the Project. Unless stipulated otherwise in this Contract, all notices must be in writing and shall be deemed to have been delivered three (3) days after mailing to the last known address of the addressee.

18. **Standard of Care:** The standard of care for all professional services performed or furnished by A/E under this Agreement will be the skill and care used by members of A/E's profession practicing under similar circumstances at the same time and in the same locality. A/E acknowledges and agrees that Owner shall not be obligated to monitor whether A/E has complied with applicable rules, laws, regulations and ordinances. A/E shall indemnify and hold harmless Owner from and against any and all claims, demands, payments, losses, liabilities, suits or obligations of any kind raised, paid or incurred by or against Owner to the extent of the negligent acts, errors or omissions of the A/E in providing the Services or in performing its obligations under this Contract. *A/E shall not be liable under this Agreement for delays, the cause of which are beyond A/E's reasonable control*

19. **A/E's and Owner's Obligations:**

19.1 Throughout the term of this Contract, (i) Owner shall regularly consult with A/E in order to clarify and define Owner's requirements for the Project; (ii) A/E shall coordinate its activities with Owner and Owner's other consultants and contractors in order to sequence the Services as applicable with other Services to be performed by Owner and the other consultants and contractors; and (iii) A/E shall advise Owner of any anticipated delay in meeting the Completion Dates, and the reason for such delays immediately upon A/E becoming aware of such anticipated delays.

19.2 A/E shall supervise and direct all employees, agents and sub-consultant performing any of the Services to be performed by A/E pursuant to this Contract. All such Services shall be performed in accordance with the professional standard of care set forth in Article 18.

19.3. A/E shall not hire or employ any consultant, sub-consultant, supplier or any other person or organization without the prior written approval of Owner, which approval shall not be unreasonably withheld or delayed. However, no

such approval by Owner shall constitute any warranty as to the fitness or ability of any approved person or organization. A/E shall be solely responsible for all acts or omissions of any consultant, sub-consultant, suppliers or any other person or organization employed or hired by A/E, as if such error or omission had been performed by A/E directly. A/E shall be solely responsible for all monies due to any consultant, sub-consultant, supplier or person or organization hired or employed by A/E, and A/E shall indemnify, defend and hold harmless Owner from and against any and all claims or demands for such payment.

20. Entire Agreement: The Contract Documents constitute the entire agreement between Owner and A/E with respect to A/E's obligations with respect to the Project.
21. Confidentiality: A/E may not report or disclose any information to any third parties, including, without limitation, any governmental agency, at any time, except with the written consent of Owner or as may be required by law, regarding (i) any violations or potential violations of any laws, rules, regulations or codes applicable to the Site; or (ii) hazardous substances or other materials located on the Site, the presence of which is regulated by any applicable laws, rules, regulations or codes. Notwithstanding the above, A/E may disclose information regarding the Project to it's engineers, contractors, and environmental consultants and to the other consultants and contractors working on the Project, provided that such parties are made aware of the non-disclosure obligation included herein and agree, in writing for the benefit of Owner, to be bound by such obligation of non-disclosure.

Owner hereby proposes to engage A/E to perform professional services for the above-named Project in accordance with the terms and conditions of this Contract.

ASHBURN CAMPUS, LLC

By: ERICKSON RETIREMENT COMMUNITIES, LLC,
Member

By: Wayne M. Rush

Name: Mr. Wayne M. Rush, P.E.

Title: Vice President

AGREED AND ACCEPTED THIS 15 DAY OF May, 2006.

Dewberry & Davis, LLC

By: William E. Fissel 5/11/06

Name: Mr. William E. Fissel, P.E.

Title: Sen. V.P.

APPROVED AS TO LEGAL
SUFFICIENCY [Signature]

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN

ASHBURN CAMPUS, LLC

AND

DEWBERRY & DAVIS, LLC

EXHIBIT A

SCOPE OF SERVICES

Refer to the attached Dewberry & Davis, LLC. proposal dated March 13, 2006.



Dewberry

1503 Edwards Ferry Road
Suite 200
Leesburg, Virginia 20178-8880

703 771 8004 • 703 478 1335 metro
703 771 4091 fax
www.dewberry.com

March 13, 2006

D&D Proposal No. 10024690
Erickson/Gloucester Parkway
Land Development Engineering Services
Loudoun County, Virginia

Ms. Dawn Yeager
Director of Development
Erickson Retirement Communities
3198 Gracefield Road
Silver Spring, MD 20904

Dear Ms. Yeager:

Dewberry is pleased to submit this Proposal to perform the land development engineering services for the design of Gloucester Parkway. In order to best serve your needs and the coordination of your work, Mr. Thomas R. Whipp of our Leesburg office will serve as project manager for the project.

This Proposal is based upon a verbal understanding of the project, and the regulations and requirements of Loudoun County and the Commonwealth of Virginia. As discussed with you, it is understood that this work will consist of the design of the four (4) lane section of Gloucester Parkway between Loudoun County Parkway to the east and to the western edge of the Beaverdam Run floodplain to the west, a length of approximately 3,500 feet. The design of Gloucester Parkway will accommodate a future widening from four (4) to six (6) lanes to the median and will accommodate the future connection to the existing Gloucester Parkway across Beaverdam Run to the west. The roadway will be a closed section on the outside and an open section on the median side to accommodate the future widening. This design will also include a two (2) lane connection between Gloucester Parkway and Smith Switch Drive to the southwest, a length of approximately 400 feet, as well as coordination and design of access points including left turn lanes and accel/decel lanes for the Erickson project and lands owned by others with the project area. Any modification to these requirements or the ordinances and regulations which would require additional work to be performed by Dewberry will be performed and billed in accordance with the attached hourly rate schedule, Attachment A, or the fee shall be renegotiated. This work shall be performed as an extra service to the existing contract dated June 21, 2005. This proposal will serve as the scope of work and fee proposal exhibit to that extra service request.

SCOPE OF SERVICES

1. Construction Plan & Profiles

These plans will include street grade establishment, storm drainage design, water main alignment and profiles, and curb and gutter design. A single BMP facility is included in this scope.

As required by Loudoun County, we will prepare a clearing and grading plan which will show the proposed limits of clearing and grading as required by the street and utility improvements.

During the design phase, an earthwork approximation will be made when the basic design concept and preliminary grading are established. The client will be advised of the quantities. This firm does not guarantee that the cut and fill quantities will balance; this estimate is an approximation.

We propose to design the necessary systems for on-site erosion and siltation control in conformance with the "Virginia Erosion and Sediment Control Handbook".

We will prepare a site landscape plan designed in general accordance with the minimum requirements of the Loudoun County Landscape Ordinance. This plan will show all landscaping required to meet the County requirements for the roadway. We will provide details for installation of the plant materials and a landscape materials schedule, as required. This plan will be made a part of and submitted with the described Plans and Profiles. This item does not include special design features such as signage, specialty landscaping, lighting or other site-related amenities. In the event that special landscaping features such as planting, berming and trails are to be incorporated into the plan, an additional fee will be negotiated for these services once the scope is known.

A maintenance of traffic plan (MOT) and signage and pavement marking plan will be prepared for the roadway and will be made part of the plans and will be submitted separately to VDOT for review.

The submitting engineer is required by Loudoun County to submit quantity estimates (bond estimates) for all public improvements for use in preparation of the bonds required for the development of the property. Dewberry will prepare these required estimates.

Fee: \$107,000.00 Lump Sum

2. Topographic and As-Built Survey

Dewberry will perform the field topography and as-builts needed for the design efforts outlined above including topography along the future alignment of the



Dewberry

roadway through the floodplain to the existing terminus of Gloucester Parkway. The work will include but will not be limited to pavement grades and as-builts on the existing utilities required for the project. This fee will also cover the location of utility markers provided by Miss Utility. This fee does not include the as-builts of proposed improvements for purposes of bond release and/or road acceptance.

Fee: \$20,000.00 Lump Sum

3. Signal Design

Separate signal design plans will be prepared for the intersection of Gloucester Parkway and Loudoun County Parkway and for the intersection of the Erickson project entrance, Smith Switch Road and Gloucester Parkway. These plans will be prepared as a separate plan and submitted to VDOT for review.

Fee: \$26,000.00 Lump Sum

4. Record Plat for Public Streets

We will prepare a record plat showing the metes and bounds for the street dedication. The Record Plat will also consist of the onsite easements and rights-of-way for storm sewer, sanitary sewer, and water mains. Submission of the Record Plat will be made at such time as first submission plan comments from the reviewing agencies have been received and addressed. This plat will be prepared in conformance with the requirements of Loudoun County and be made suitable for recordation among the land records for Loudoun County.

Fee: \$30,000.00 Lump Sum (Assumes 3 Plats)

5. Meetings

Dewberry will attend meetings with the client, reviewing agencies and utility companies as required to prepare and process the various plans. These meetings are included in the lump sum portions of the contract. Meetings regarding the coordination of the plans with adjacent owners will be on an hourly basis.

6. Offsite Easement Plats

If required, Dewberry will prepare the necessary offsite easement plats needed for the proposed road and associated utility improvements. The plats will be submitted to the County for review and will be made suitable for recordation among the land records of Loudoun County.

Fee: \$2,000.00 Lump Sum (each plat)



7. **Prints and Deliveries**

The cost, plus 15 percent, of drawing and document copies and reproductions, as well as delivery and express mail service associated with the performance of professional services for the client, will be billed as the charges are incurred. Such costs are not included in the task fees noted previously.

Fee: \$3,000.00 (Budget Estimate)

8. **Inclusions and Exclusions**

We include in our scope of work all revisions reasonably required to secure approvals for the project.

We exclude from our scope any revisions requiring extensive re-design if required by either the client or the reviewing agencies.

We exclude from the scope of our Proposal relocation design of private utilities, traffic studies, hazardous material surveys, and/or special designs due to soil contamination, archeological surveys, endangered species survey, wetland mitigation design, underground utility location services, architectural services, mechanical/electrical engineering services, comprehensive landscape plans, site lighting design, soils laboratory services, hydrostatic engineering, and/or other work not specifically stated herein. Any requirements for a radon level evaluation or specialized BMP laboratory work is excluded. All fees required by public agencies for the review and approval of plans, plat, etc. are the responsibility of the client.

9. **Terms and Conditions**

~~This work shall be performed in accordance with terms and conditions of the existing contract for professional services between Ashburn Campus LLC/Erickson Retirement Communities and Dewberry & Davis, LLC dated June 21, 2005. Work performed on a lump sum basis will be billed monthly based on percent completion.~~

Work performed on an hourly basis will be billed in accordance with the current hourly rates in effect for Dewberry. The current schedule, Attachment A, is made a part of this Proposal and is subject to annual revision.

Dewberry is an equal opportunity employer and as such complies with Section 202 of Executive Order 11246 as amended.




Ms. Dawn Yeager
March 13, 2006
Page 5

D&D Proposal No. 10024690

If the client agrees with the scope of work and fees outlined above, Dewberry will issue an extra service request to the client for approval.

Very Truly Yours,



Thomas R. Whipp
Senior Associate



William E. Fissel, P.E.
Senior Vice President
Branch Manager

Attachments: A. Standard Hourly Billing Rate Schedule



Dewberry

Attachment A

STANDARD HOURLY BILLING RATE SCHEDULE

Washington Metropolitan Area
Engineering/Planning/Landscape Architecture/Surveying Services

	Hourly Rates
CADD Technician I - II - III - IV	\$55.00 - \$65.00 - \$70.00 - \$80.00
Drafter I - II	\$60.00 - \$65.00
Engineer/Planner/Landscape Architect VII - VIII - IX	\$125.00 - \$140.00 - \$160.00 - \$170.00 - \$180.00 - \$190.00 - \$200.00
Engineer/Planner/Landscape Architect IV - V - VI	\$100.00 - \$105.00 - \$115.00
Engineer/Planner/Landscape Architect I - II - III	\$70.00 - \$80.00 - \$90.00
Resident Engineer I - II	\$75.00 - \$90.00
Resident Construction Technician I - II	\$50.00 - \$60.00
Survey/Computer I - II - III - IV	\$55.00 - \$75.00 - \$85.00 - \$100.00
Technical Assistant I - II - III - IV	\$40.00 - \$45.00 - \$50.00 - \$60.00
Word Processor I - II - III/Admin Professional	\$55.00 - \$60.00
Survey Field Crew	\$130.00
Survey Field Crew (3-Person)	\$155.00
Note: If a 4 Man Crew is required the additional technician will be billed at standard hourly rates	
Reimbursable Expenses	Cost + 15%
(Including subconsultants, courier, postal services, etc.)	
Principal	\$180.00-\$200.00

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN

ASHBURN CAMPUS, LLC

AND

DEWBERRY & DAVIS, LLC

EXHIBIT B

WORK CODES

Feasibility and Survey Services

WORK CODES MUST BE INDICATED ON ALL INVOICES

257MAPL.16040.13110 – Feasibility and Survey Services, Base Fee

257MAPL.16040.13210 – Feasibility and Survey Services, Extra Fee

257MAPL.16040.13310 – Reimbursables

E-1

MEMORANDUM

DATE: August 28, 2006
TO: Dawn Yeager
FROM: Tom Whipp
RE: Addendum to Dewberry Proposal #10024690 - **Addendum #1**

Scope of Services

Dewberry will provide surveying services to stake the 32 test boring locations on 1 of Gloucester Parkway as provided by the Geotechnical Engineer. Dewberry will provide the Geotechnical Engineer with a boring log with the existing grade elevation at each boring.

Fee: \$2,400.00 Lump Sum (\$75.00/Boring)

The foregoing ^{addendum} ~~proposal~~ of Dewberry & Davis LLC is accepted:

Dawn R Yeager / Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

8/29/06
Date

Print (Type) Name of Authorized Representative and Title

Signature of consultant

Date

Print Name of consultant

1503 Edwards Ferry Rd., Suite 100
Leesburg, VA 22079
Phone: (703) 714-1111
Metro: (703) 714-1111
Fax: (703) 714-1111

Book
This copy

MEMORANDUM

DATE: September 15, 2006
TO: Dawn Yeager
FROM: Tom Whipp
RE: Addendum to Dewberry Proposal #10024690 – Addendum #2

Scope of Services

Dewberry will stake remaining test pits for the bridge, and for the three BMP facilities along the roadway. Dewberry will provide the Geotechnical Engineer with a boring log with the existing grade elevations at each boring.

Fee: \$3,500.00 Lump Sum

EQD9TPTS

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: October 16, 2006
TO: Dawn Yeager
FROM: Tom Whipp
RE: Addendum # 3 to Dewberry Proposal #10024690

Scope of Services

A. Roadway Design

Complete the design of the four (4) lane section of Gloucester Parkway between it's terminus as proposed with the Phase 1 plans and the existing Gloucester Parkway in Ashburn Village a length of approximately 1,200 feet. The design of Gloucester Parkway will accommodate a future widening from four (4) to six (6) lanes to the median. The roadway will be a closed section on the outside and an open section on the median side to accommodate the future widening.

This design will include necessary roadway plan and profiles, drainage, signing and marking, bike trail, and landscape and lighting. The design of this roadway will utilize the existing preliminary design developed by Dewberry in November 2005.

Location of existing underground utilities and test pits are not included in this scope. These services will be contracted separately with the owner. Dewberry will coordinate with the client as requested. Please refer to the proposal from So-Deep, Addendum #4, attached for your review.

B. Geotechnical Investigations

Geotechnical investigations will be conducted by Harden Knight for the major drainage features, the proposed bridge over Beaverdam Run and for the proposed roadway section in accordance with current VDOT standards. The cost for these services will be incurred by the owner under a separate contract. Dewberry will provide stakeout services for test boring locations and elevations. This information will be provided to the Geotechnical Engineer. These stakeout services will be performed as separate addendums to the contract.

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Fax: (703) 771-4091

C. Stormwater Management/BMP

An adequate outfall will be demonstrated by using the Beaverdam Run floodplain. Stormwater management therefore will not be required. Water quality treatment of the road runoff will be required however. Dewberry will design the necessary BMP measures for the roadway in accordance with the Virginia Stormwater Management Handbook. It is assumed that one pond will be required. The client will be provided with a preliminary design of the BMP facility for their use and coordination with offsite property owners.

D. Waterline Design

Dewberry will provide design services for approximately 1,200 LF of 16-inch watermain along Gloucester Parkway. The watermain along Gloucester Parkway will begin at the Phase 1 Terminus and extend westward to the western terminus of the Project.

E. VSMP Construction General Permit

If the project disturbs over one acre of land it will also require a Virginia Stormwater Management Program (VSMP) general permit or construction sites. This requires the filing of a VSMP registration statement, a pollution prevention plan, and a permit application fee.

Dewberry proposes to complete and file the registration statement as well create a Pollution Prevention Plan specifically for the project. The Registration Statement is required to contain information about the applicant, the name of the receiving water body, a topographic map of the site, pre- and post- development runoff data, estimated disturbed area, and the name of the E&S approval authority. The Pollution Prevention Plan is required to contain information regarding the E&S plans, inspection schedules, inspection forms, a spill prevention plan and countermeasures, sequencing of construction, site acreages including any offsite borrow or fill material not already operating under an existing VSMP permit, drainage maps, and a description of fueling, chemical, sanitary, and fertilizer storage areas.

F. Utility Coordination

In addition to the utilities designations, coordination with utility companies whose facilities are impacted by the construction will be necessary. This coordination will include attending meetings, preparing and providing exhibits and reviewing utility relocation plans for compatibility with road design.

G. Bridge Design

The Gloucester Parkway bridge over Beaverdam Run will consist of twin, two-span either prestressed concrete I-beam girders, steel rolled beams or steel plate girders supported by cast-in-place concrete abutments and piers supported on either spread footing or pile foundations. The span lengths, based upon preliminary hydraulic requirements, will be 220 feet in length (2-110' spans). Each of the twin bridges will carry two lanes of traffic and shoulders. The width of each bridge will be approximately

40'-0" from outside fascia to outside fascia. This proposal assumes that there are not utilities supported on the bridge and that any architectural treatment is limited to concrete formliners. Bridge plans will reference VDOT Specifications for material and construction.

The specific scope of work will consist of preparing preliminary plans, final plans and review of shop drawings during construction for the bridge as described above. The plans will include but not limited to drainage, structural design, final grading, lighting if required, signage and pavement markings. Note, should VDOT require load rating computations, Dewberry will perform this service for an additional fee to be negotiated.

The preliminary submittal will indicate bridge type, configuration and recommended foundation type. The final plan set will consist of the following plan assembly which is representative of the design and detailing effort associated with this task"

General Plan and Elevation	1
Substructure Layout & Index of Sheets	1
Abutment A Plan and Elevation	1
Abutment A Footing Plan and Details	1
Abutment A Sections & Details	1
Abutment A Wingwalls	1
Abutment B Plan and Elevation	2
Abutment B Footing Plan and Details	1
Abutment B Sections & Details	1
Abutment B Wingwalls	1
Bearing Details	2
Transverse Section & Details	1
Framing Plan & Details	1
Girder Elevation	1
Girder Details	1
Camber Diagram & Top of Slab Elevations	1
Crossframe/Diaphragm Details	1
Deck Plan	1
Joint Details	1
Cast In Place Concrete Parapet (F-Shape)	1
Reinforcing Steel Schedules	4
Boring Location Plan and Boring Logs	2
Approach Slabs	1
TOTAL BRIDGE PLANS (Approximate)	+/-29

Client directed re-design of bridge elements after approval of the preliminary plans will be considered additional services.

Exclusions

- Preparation of As-built bridge drawings: (to be included under a separate addendum with construction stakeout services)
- Architectural details other than as outlined in the Scope of Work
- Preparation of bid documents (other than the bridge plans themselves)
- Bid assistance

H. Beaverdam Run Hydraulic Services

General

Outlined below is a proposed scope of service for preparation of a floodplain alterations study for the proposed Gloucester Parkway crossing of Beaverdam run, approximately 4,350 ft upstream of Loudoun County Parkway, in Loudoun County, Virginia. A previous floodplain study was prepared through this vicinity as part of the Loudoun County Parkway Improvements project (FPST 2004-0003), which established the existing 100-yr floodplain conditions through this vicinity. In addition, there has already been a Floodplain Alteration Study (FPAL 2004-0005) as part of the same project, which reflects a proposed 80-ft, single span bridge crossing over Beaverdam Run at Loudoun County Parkway.

Therefore, for the proposed Gloucester Parkway crossing, there is no need to prepare an existing floodplain study. A floodplain alteration study will be prepared and submitted to Loudoun County, in accordance with the Facility Standards Manual (FSM), to evaluate the proposed crossing's impact to the 100-yr floodplain through this vicinity. The floodplain impacts will be evaluated against the approved FPAL 2004-0005.

Dewberry will use the FEMA effective hydrologic data and updated Loudoun County Floodplain Study, referenced above, to perform final hydraulic calculations required to determine the 100-year water-surface elevations (WSEL) through the proposed crossings vicinity. Dewberry has performed a preliminary hydraulic analysis to approximate the required bridge size at this location that would result in zero increases in the 100-year WSELs when compared to the FPAL 2004-0005. This analysis suggests that a 220-ft (two 110-ft. spans) bridge with vertical abutments will be required. Minor overbank excavation will also be necessary to partially compensate for lost floodplain conveyance as a result of the proposed embankment fill. A zero increase in WSELs will result in not requiring any easements.

Task 1: Hydraulic Model Development

The Loudoun County approved HEC-RAS model (FPAL 2004-0005), which established the hydraulic conditions along Beaverdam Run with a constructed 80-ft single span bridge with vertical abutments at Loudoun County Parkway, shall be used to develop the proposed hydraulic conditions to reflect the Gloucester Parkway crossing.

Stream valley cross sections will be revised immediately upstream and downstream of the proposed roadway alignment. The cross sections will be generated from the 2-foot digital topography provided and surveyed channel bathymetry (to be obtained). The hydraulic analyses will provide the 100-year water-surface profiles and floodplain boundaries based on the existing conditions topography and proposed roadway alignment and profile.

Task 2: Bridge Scour Analysis

Upon finalizing the proposed HEC-RAS model a bridge scour analysis will be performed in accordance with VDOT (Highway Drainage Manual) and FHWA (HEC-18) requirements. The scour analysis will determine the proposed pier footing depth, abutment configuration, and required countermeasure design.

Task 3: Loudoun County Floodplain Alteration Study

A detailed Floodplain Alteration Study will be submitted to Loudoun County for review and approval. The floodplain study will meet all requirements per the Loudoun County FSM. This task will include the preparation of a 24" by 36" plan set, which will consist of a narrative, a cover sheet, floodplain plan and profile sheets, hydraulic model input and output sheets, and cross-section plot sheets. In addition, all county applications forms will be completed and submitted.

Task 4: Loudoun County Correspondence

Dewberry will address Loudoun County review comments to ensure approval of the floodplain study. Dewberry may request additional services to address comments that are above and beyond normal and customary issues for approval of the plan. Included in this task will be the necessary printing costs as well as a reasonable number of meetings with either the county or client.

I. Plats

Dewberry will prepare a record plat showing right-of-way dedication and associated easements for the roadway. It is anticipated that one plat will be required.

J. Printing and Delivery Costs

The cost plus 15% on all travel, prints or copies of reports will be billed to you as they are ordered and are due and payable upon receipt.

Fee

Task

A. Roadway Design	\$73,000.00 Lump Sum
B. Geotechnical Investigations	\$0.00
C. Stormwater Management/BMP	\$16,000.00 Hourly Not to Exceed
D. Waterline Design	\$8,000.00 Lump Sum
E. VSMP Construction General Permit	\$3,400.00 Lump Sum
F. Utility Coordination	\$5,000.00 Hourly Not to Exceed
G. Bridge Design	\$187,000.00 Lump Sum
H. Floodplain Alteration Study	
Task 1: Hydraulic Model Development	\$6,800.00 Lump Sum
Task 2: Bridge Scour Analysis	\$6,500.00 Lump Sum
Task 3: Loudoun County Floodplain Alteration Study	\$13,500.00 Lump Sum
Task 4: Loudoun County Correspondence	\$4,000.00 Hourly Not to Exceed
I. Plats	\$16,000.00 Lump Sum

Specific Exclusions

The following items are specifically excluded from this addendum:

- Environmental Permitting or Documentation on any lands owned by the Federal Government
- Permit Application Fees, Processing Fees or Mitigation Fees
- Floodplain Easement Plats
- Traffic Analysis
- Structural Design (other than the Bridge over Beaverdam Run)
- Phase I Archaeological and Horizontal Investigations
- Cultural Resource Surveys or Data Reviews
- Threatened and Endangered Species Surveys
- Conceptual or Final Mitigation Banking
- Phase I Environmental Site Assessments
- Well and Septic Permits
- Lead and Asbestos Surveys
- Endangered Species Surveys
- Utility Design of Sanitary Sewer or any other Utilities other than the Specified Waterline
- Map Revision Submittals to FEMA.
- Fees Charged by Agencies for Obtaining Data.
- Preparation of topographic base map reflecting existing site conditions and certification that the topographic survey map is on the same datum as the Flood Insurance Rate Map.
- Retaining wall design.

Dawn Yeager
October 16, 2006
Page 7

Addendum #3 to Proposal No. 10024690

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

M E M O R A N D U M

DATE: October 6, 2006
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #4 to Dewberry Proposal #10024690

Scope of Services

Prepare preliminary design for a portion of future relocated 48 inch sanitary sewer in the vicinity of the Beaverdam Run bridge crossing. Design requested by LCSA.

Fee: \$5,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

7025CSLT - 20K
7025 CSL1-1K

MEMORANDUM

DATE: October 17, 2006
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #4 to Dewberry Proposal #10024690

Scope of Services

Dewberry will utilize the services of an outside consultant for purposes of locating, both horizontally and vertically, the existing underground utilities along Gloucester Parkway. Various utilities exist at the intersection of Gloucester and Loudoun County Parkway which may impact the road design, and storm outfalls in that area. The entire alignment for Phase 1 and Phase 2 will be surveyed under this task. The client will be provided with a survey map of the located utilities.

Fee: \$21,000.00 Hourly Basis (Budget Estimate)

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: February 6, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #6 to Dewberry Proposal #10024690

Scope of Services

Re-stake test borings GPB 1 thru 6 for the bridge.

Fee: \$900.00 Lump Sum *E023TB RG*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Dawn Yeager

Signature of Authorized Representative

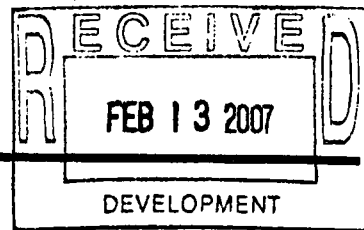
2/9/07

Date

Dawn R. Yeager Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091



MEMORANDUM

DATE: February 9, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #7 to Dewberry Proposal #10024690

Scope of Services

Stake four (4) additional test boring locations for the bridge and Phase 2 BMP pond.

Fee: \$600.00 Lump Sum *EX 24 BRGS*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

3/1/07
Date

Dawn R. Yeager, Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: February 15, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TW*
RE: Addendum #8 to Dewberry Proposal #10024690

Scope of Services

Construction Administration and Inspection

Dewberry will provide Construction Administration and Inspection for the Gloucester Bridge which is on the Gloucester Parkway (Only the **Bridge is included** in this proposal). Dewberry understands the Owner will select a Contractor for the construction of the Bridge. Dewberry has recent and extensive experience by performing the Construction Administration and Inspection for the Route 28 Corridor Improvements and the Dulles Greenway Improvements. These two (2) projects alone account for over four (4) years and three-hundred million dollars (\$300M) worth of Construction Administration and Inspection Services predominately in Loudoun County.

To coincide with the anticipated construction schedule, Dewberry will provide a resident engineer for a period of six (6) months and a construction inspector for a period of twelve (12) months to assist on the project as necessary. Dewberry anticipates the need for the resident engineer for approximately twenty (20) hours per week and the construction inspector for approximately forty (40) hours per week as needed during the construction phasing. Dewberry will utilize various types of construction inspection experts as required during construction. These experts have the unique ability to communicate with the designer in real time and solve problems in the field.

The responsibilities of the resident engineer and the construction inspector will include the following:

- Inspection of clearing, grading, excavation and placement of embankments around the bridge.
- Inspection of erosion and sediment control devices.
- Inspection of and testing of concrete and incidental items as required.
- Inspection of all bridge construction elements.

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1503 Edwards Ferry Rd., Suite 200
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Responsibilities (cont'd.):

- Inspection of off-site steel fabrication for bridges, overhead and signs (conducted by an inspection firm in the area where the steel is to be fabricated).
- Coordination with VDOT and Loudoun County and adjacent construction by others.
- Tracking of project quantities and review of contractor invoices and change orders for the Owner.
- Review of project schedules, weekly project coordination meetings and meeting minutes. This includes review of the construction schedule prior to the beginning of construction activities and the review of monthly schedule updates. Dewberry assumes the contractor will create and update the construction schedule.
- Maintaining daily field logs.
- Provide the required certification and records which demonstrate that the bridge has been constructed in conformance with VDOT standards and specifications. This is required so that the bridge can be correctly accepted into the Commonwealth and Federal bridge systems.

MACTEC Engineering and Consulting, Inc. will provide the construction materials testing and observation services for the subject project.

Schedule:

Dewberry and based this proposal on a twelve (12) month schedule. We will coordinate with the Construction Contractor when selected and provide complete construction inspection services based on the schedule provided by the contractor which may modify the durations explained in this proposal.

Fees:

Dewberry proposes the following hourly budget estimates for the above-listed tasks:

Labor Classification	Hourly Rate	Hours	Total Cost
Resident Engineer	95.00	1040	98,800.00
Construction Inspector	75.00	2080	156,000.00
Vehicles/Phones (18 @ \$500 ea/mo.)			9,000.00
MACTEC - TESTING AND OBSERVATION (EST.)			56,200.00
OFF-SITE STEEL INSPECTION (EST.)			10,000.00
TOTAL			\$330,000.00

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

E-1

MEMORANDUM

DATE: March 2, 2007
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum #9 to Dewberry Proposal #10024690

Scope of Services

As-built topography and cross sections for Phase 1 storm outfalls thru Lerner and Redskins properties.

Fee: \$7,000.00 Lump Sum

EQ26 ABLT

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Dawn R Yeager

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: March 23, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #10 to Dewberry Proposal #10024690

Scope of Services

Stake 10 (ten) test boring locations along the 16 inch watermain as required by LCSA.

Fee: \$1,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

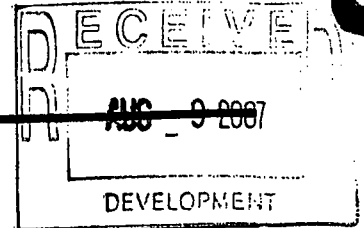
Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM



DATE: August 7, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #11 to Dewberry Proposal #10024690

Scope of Services

Field run cross sections on Loudoun County Parkway for the design of a north bound left turn lane.

Fee: \$3,300.00 Lump Sum *E029FLSC*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Dawn R. Yeager

Print (Type) Individual, Firm or Corporate Name

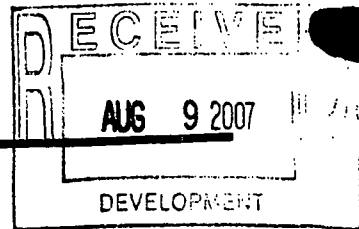
[Signature] *8/13/07*

Signature of Authorized Representative Date

Erickson Retirement Communities; Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091



MEMORANDUM

DATE: August 7, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #12 to Dewberry Proposal #10024690

Scope of Services

Prepare and submit a VSMP permit application to the State for Phase 2.

Fee: \$1,500.00 Lump Sum *E030PRMT*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Dawn R. Yeager
Print (Type) Individual, Firm or Corporate Name

[Signature] 8/13/07
Signature of Authorized Representative Date

Erickson Retirement Communities Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: August 10, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #13 to Dewberry Proposal #10024690

Scope of Services

Revise Phase 1 construction drawings to reflect a north bound left turn lane on Loudoun County Parkway.

Fee: \$22,750.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Dawn Yeager

Signature of Authorized Representative

10/16/07

Date

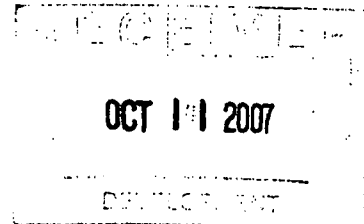
Dawn R. Yeager Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: October 5, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #14 to Dewberry Proposal #10024690



Scope of Services

Set tall guard stakes along the Gloucester right-of-way adjacent to the existing Verizon/VEPCO easement.

Fee: \$700.00 Lump Sum

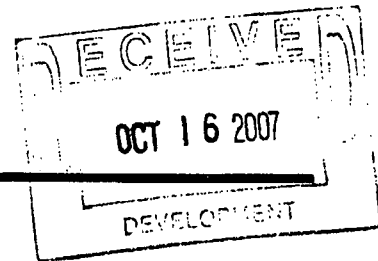
The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

Luis Morillo 10-17-07
Signature of Authorized Representative Date

~~Dawn R. Yeager~~ Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091



MEMORANDUM

DATE: October 12, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #15 to Dewberry Proposal #10024690

Scope of Services

Prepare the necessary exhibit for the dedication of an Avigation Easement thru the property.

Fee: \$525.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

10/16/07
Date

Dawn R Yeager - Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

NOV 1 2007

MEMORANDUM

DATE: October 29, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #16 to Dewberry Proposal #10024690

Scope of Services

Prepare an offsite easement plat on Ashburn Village Section 69 for purposes of clearing, grading and construction.

Fee: \$2,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Dawn R. Yeager / ERICKSON Retirement Communities
Print (Type) Individual, Firm or Corporate Name

D. Yeager
Signature of Authorized Representative

11/2/07
Date

Dawn R. Yeager DIRECTOR OF DEVELOPMENT
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

NOV 6 2007

MEMORANDUM

DATE: November 2, 2007
TO: ~~Dawn Yeager~~
FROM: Tom Whipp TRW
RE: Addendum #17 to Dewberry Proposal #10024690

Scope of Services

Prepare a boundary line adjustment plat in order to consolidate the two outparcels created by the Gloucester Road dedication into Section 69 Ashburn Village.

Fee: \$5,750.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Ted Sirko
Signature of Authorized Representative

11/8/07
Date

Ted Sirko

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: November 16, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum # 18 to Dewberry Proposal #10024690

Gloucester Phase 1

Scope of Services

Dewberry will prepare an easement plat thru the lands of Lerner Companies as required by Dominion Power.

Fee: \$2,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Theodore J. Sirko

Signature of Authorized Representative

11/26/07

Date

Theodore J. Sirko

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: November 16, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum # 19 to Dewberry Proposal #10024690

Gloucester - Phase 1

Scope of Services

Revise Phase 1 storm sewer and watermain to allow for the new run of Dominion concrete encased conduit at the Loudoun County Parkway intersection.

Fee: \$2,400.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Theodore J. Sivks

Signature of Authorized Representative

11/26/07

Date

Theodore J. Sivks

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: December 3, 2007
TO: Ted Sirko
FROM: Tom Whipp *TRW*
RE: Addendum # 20 to Dewberry Proposal #10024690

Scope of Services

Dewberry will set one grade stake for Dominion Power to raise tops on the existing vault.

Fee: \$500.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES
Print (Type) Individual, Firm or Corporate Name

Luis Morillo
Signature of Authorized Representative

12-11-07
Date

LUIS MORILLO - DEVELOPMENT DIRECTOR.
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: December 12, 2007
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum # 21 to Dewberry Proposal #10024690

Scope of Services

Dewberry will field locate the proposed pole locations in the field which were flagged by Dominion Power. A plot of the survey will be forwarded to Dominion and to the Client.

Fee: \$1,000.00 Hourly (Budget Estimate)

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

Luis Morillo 12-17-07
Signature of Authorized Representative Date

Luis Morillo Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

E.I

MEMORANDUM

DATE: December 19, 2007
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum # 22 to Dewberry Proposal #10024690

Scope of Services

Prepare offsite easement plats for Four Seasons Condo Association and Parcel 69.

Fee: \$2,000.00 Additional (\$2,000.00 previously authorized) for a total of \$4,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd Suite 200
Leesburg VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: February 8, 2008
TO: Luis Morillo *TRW*
FROM: Tom Whipp
RE: Addendum # 23 to Dewberry Proposal #10024690

FEB 11 2008

Scope of Services

Prepare an easement plat for Verizon thru the lands of Lerner.

Fee: \$2,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERIKSON RETIREMENT COMMUNITIES
Print (Type) Individual, Firm or Corporate Name

Luis Morillo
Signature of Authorized Representative

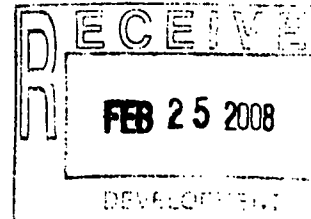
2-12-08
Date

LUIS MORILLO - DEVELOPMENT DIRECTOR
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: February 21, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum # 24 to Dewberry Proposal #10024690



Scope of Services

Stake poles and use blue and white flagging, removing other blue and white flagging.

Fee: \$800.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON
Print (Type) Individual, Firm or Corporate Name

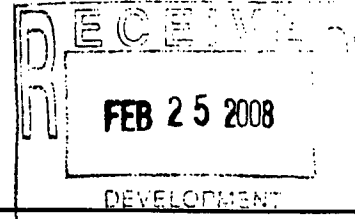
Luis Morillo 3.27.08
Signature of Authorized Representative Date

LUIS MORILLO DEVELOPMENT DIRECTOR
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: February 21, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum # 25 to Dewberry Proposal #10024690



Scope of Services

Prepare separate easement plats for Qwest, XO Communications and Cavalier thru the lands of Lerner.

Fee: \$500.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON

Print (Type) Individual, Firm or Corporate Name

[Signature]

Signature of Authorized Representative

3.27.08

Date

LUIS MORILLO

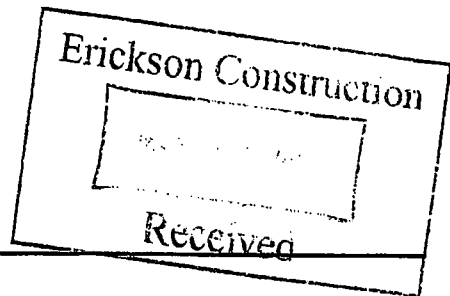
DEVELOPMENT DIRECTOR

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: March 11, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum # 26 to Dewberry Proposal #10024690



Scope of Services

Prepare a boundary line adjustment plat for the Lerner Property to incorporate one outlot created by the Gloucester Road dedication.

Fee: \$5,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON

Print (Type) Individual, Firm or Corporate Name

Luis Morillo

Signature of Authorized Representative

3.27.08

Date

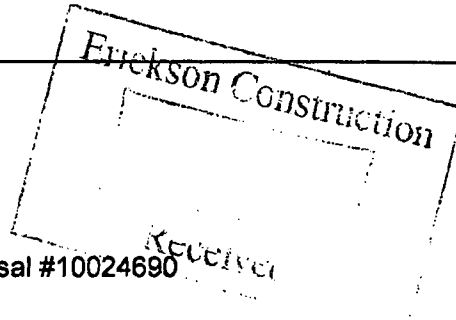
LUIS MORILLO DEVELOPMENT DIRECTOR

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: April 7, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum # 27 to Dewberry Proposal #10024690



Scope of Services

Prepare two (2) new plats, Lerner and Loudoun County, for Dominion Power along Gloucester Parkway.

Fee: \$1,500.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

4.16.08
Date

LUIS MORILLO DEVELOPMENT DIRECTOR.

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: May 6, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum # 28 to Dewberry Proposal #10024690

Scope of Services

Dewberry will prepare ASI #1 showing a revised pier footing design based on a 90 degree rotation due to its proximity to the stream.

Fee: \$800.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES
Print (Type) Individual, Firm or Corporate Name

Luis Morillo
Signature of Authorized Representative

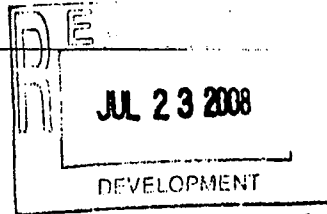
5.7.08
Date

LUIS MORILLO - DEVELOPMENT DIRECTOR
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: July 18, 2008
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum # 29 to Dewberry Proposal #10024690



Erickson

Scope of Services

Stake Dominion Power easement thru Beaumeade Associates for clearing. Stake thirteen (13) new pole locations. 457SW90.16040.13210

Fee: \$3,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

D. Yeager
Signature of Authorized Representative

8/4/08
Date

DAWN P. YEAGER DIRECTOR OF DEVELOPMENT
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

JUL 23 2008

DEVELOPMENT

DATE: July 18, 2008
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum # 30 to Dewberry Proposal #10024690

Scope of Services

Prepare remaining utility easement plats thru Beaumeade Associates, Smith Switch Road, Loudoun County and Ashburn Campus, LLC. 457SW90.16040.13210

Fee: \$1,500.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Dawn Yeager

Signature of Authorized Representative

8/4/08

Date

DAWN R. YEAGER

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1338
Fax: (703) 771-4081

MEMORANDUM

AUG 14 2008

DEVELOPMENT

DATE: August 12, 2008
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum # 31 to Dewberry Proposal #10024690

Scope of Services

Dewberry will re-stake the limits of the Dominion easement thru the small Ashburn Campus, LLC parcel at the request of Dominion Power.

Fee: \$800.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name



Signature of Authorized Representative

8/18/08

Date

Dawn R. Yeager, Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: November 4, 2008
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum # 32 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

NOV 10 2008

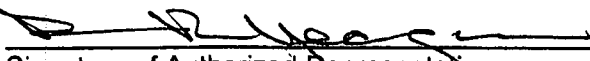
Scope of Services

Dewberry will prepare the final pavement design for the remaining portion of the east bound lanes. 457SW90.16040.13210

Fee: \$750.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES
Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

11/21/08
Date

DAWN R YEAGER - DIRECTOR OF DEVELOPMENT
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: January 8, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum # 33 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services – Gloucester Parkway Extension – Phase 1

1. Re-establish vertical and horizontal control. *E050CTRL*
FEE: \$3,000.00 Lump Sum
2. Waterline record drawings, includes sanitary sewer (as per Loudoun Water requirements as of this date) FEE: \$3,500.00 Lump Sum *E051RSLWG*
3. Site plan record drawings (includes storm sewer as per Loudoun County requirements as of this date) FEE: \$6,000.00 Lump Sum *E052SPLN*
4. Set final road monumentation per Loudoun County requirements (39 iron pipes)
FEE: \$4,000.00 Lump Sum *E053ROADS*
5. Any additional as-built survey work ordered will be Lump Sum priced once the scope of work is defined.

Note: Dewberry will submit the as-built plans to Loudoun County. The developer will be responsible for submitting the developer's letter, any as-built review fees, and obtaining any inspection necessary for bond release.

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

1/22/09
Date

Dawn Yeager, Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: January 8, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum # 34 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services – Gloucester Parkway Extension – Phase 2

1. Re-establish vertical and horizontal control. - E054ESTB
FEE: \$3,000.00 Lump Sum
2. Pond as-built for final grading check. - E055ABLT
FEE: \$3,500.00 Lump Sum
3. Waterline record drawings (includes sanitary sewer, as per Loudoun Water requirements as of this date). FEE: \$2,000.00 Lump Sum - E056WLNE
4. Site plan record drawings (includes storm sewer as per Loudoun County requirements as of this date) and vertical bridge as-built. FEE: \$3,000.00 Lump Sum - E057SWGS
5. Set final road monumentation per Loudoun County requirements (32 iron pipes)
FEE: \$3,500.00 Lump Sum - E058FNLR
6. Any additional as-built survey work ordered will be Lump Sum priced once the scope of work is defined.

Note: Dewberry will submit the as-built plans to Loudoun County. The developer will be responsible for submitting the developer's letter, any as-built review fees, and obtaining any inspection necessary for bond release.

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Dawn R. Yeager

Signature of Authorized Representative

1/22/09

Date

Dawn R. Yeager, Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: January 27, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum # 35 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services

Prepare a performance bond reduction for Loudoun County. 457SW90.16040.13210.

GLoucester PH I

Fee: \$750.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]

Signature of Authorized Representative

2/3/09

Date

DAWN R YEAGER - DEVELOPMENT DIRECTOR

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

James Yeager

MEMORANDUM

DATE: January 27, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum # 36 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services

1. Filing for a LOMAR and FPAL package. 457SW90.16040.13210

Fee: \$15,000.00 Lump Sum HNTB ✓

2. Required As-Builts for Bridge. 457SW90.16040.13210

Fee: \$2,500.00 Lump Sum HNTB

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

Dawn Yeager
Signature of Authorized Representative

2/12/09
Date

DAWN R. YEAGER DIRECTOR OF DEVELOPMENT
Print (Type) Name of Authorized Representative and Title

** All fees billed hourly for actual work performed but not to exceed without prior written consent of the Owner.*

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: March 2, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum # 37 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services

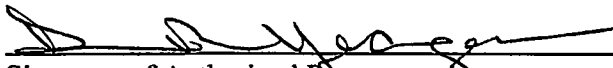
Dewberry will as-built the existing median nose on Gloucester Parkway in Ashburn Village for re-design purposes as requested by VDOT. Work to include plan revisions as required.
457SW90.16040.13210.

Fee: \$2,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

3/6/09
Date

Dawn R. Yeager, Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

FILE COPY

MEMORANDUM

DATE: March 2, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum # 38 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services

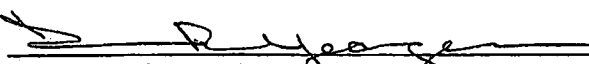
Dewberry will uncover and locate additional parcel boundary monuments within Ashburn Village, in order to evaluate monument discrepancies found in the field for purposes of setting Phase 2 right-of-way monuments. 457SW90.16040.13210.

Fee: \$5,000.00 Hourly Basis (Budget Estimate)

NTE Budget
3/12/09
TH

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES
Print (Type) Individual, Firm or Corporate Name

 3/23/09
Signature of Authorized Representative Date

DAWN R YEAGER, DIRECTOR OF DEVELOPMENT
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

RECEIVED

APR 28 2009

Dewberry

DATE: April 20, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum # 39 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services

Dewberry will compile document information and prepare necessary exhibits required for bond release and road acceptance for Gloucester Parkway, Phases 1 and 2. 457SW90.16040.13210.

Fee: \$2,500.00 Hourly Basis (Budget Estimate)

NTE. w/o prior written consent from Owner

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name



Signature of Authorized Representative

4/27/09

Date

DAWN R. YEAGER DIRECTOR OF DEVELOPMENT

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

RECEIVED

APR 23 2009

Dewberry

DATE: April 20, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum # 40 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

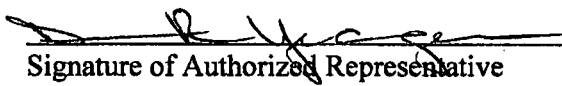
Scope of Services

Dewberry will prepare ASI #3 for Gloucester Parkway, Phase 2 reflecting median improvements as requested by VDOT for the pedestrian crossover at the Marblehead Drive intersection. 457SW90.16040.13210.

Fee: \$975.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

4/21/09
Date

DAWN R. YEAGER DIRECTOR OF DEVELOPMENT
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

RECEIVED

MAY 29 2009

MEMORANDUM

Dewberry

DATE: May 18, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *WF for Tom Whipp*
RE: Addendum # 41 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services

Dewberry will prepare bond release and street acceptance packages for Phases 1 and 2.
457SW90.16040.13210.

Fee: \$5,500.00 Hourly Basis (Budget Estimate) *NTE w/o Owner Consent.*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

D. Yeager
Signature of Authorized Representative

5/26/09
Date

Dawn R. Yeager Director of Development
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

RECEIVED

MEMORANDUM

AUG 20 2009

Dewberry

DATE: July 9, 2009
TO: Wayne Rush/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum # 42 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services

Dewberry will prepare bond release and street acceptance packages for Phases 1 and 2. 457SW90.16040.13210. Ordered by Dawn Yeager.

Fee: \$5,500.00 additional (\$5,500.00 previously authorized) for a total of \$11,000.00 Hourly Not to Exceed

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

8/17/09
Date

DAWN R. YEAGER - DIRECTOR OF DEVELOPMENT

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

81

MEMORANDUM

DATE: October 13, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum # 43 to Dewberry Proposal #10024690/Erickson-Gloucester Parkway

Scope of Services

Dewberry will prepare bond release and street acceptance packages for Phases 1 and 2.
457SW90.16040.13210.

**Fee: \$5,500.00 additional (\$11,000.00 previously authorized) for a total of
\$16,500.00 Hourly Basis (Budget Estimate)**

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

10024690 10-79
TOGG BRLS
INCREASE BY
\$5500 FOR A
TOTAL OF \$16,500

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

R57B42018P
S000010 ALL INVOICES
VP11980

Dewberry
Open A/R with Aging
By Invoice/Billing Line

1/18/2010 13:15:04
Page - 2

Company: 00001 Dewberry & Davis LLC

Operating Unit: 120 LDS-LAND DESIGN SERVICES

Aging Date 1/18/2010
As of Date 1/18/2010

Invoice	Due Date/	Original Amount	Open Amount	Current	Project Manager	11758	WHIPP, THOMAS R.	91 - 120	121 - 180	Over 180	St
Tr Number	Billing Line	Item	Date	Check Date	Project Home Business Unit: 1277	LEESBURG - 1277					
Client:	39373	ERICKSON RETIREMENT COMMUNITIES LLC									
Job:	16029130	ERICKSON Retirement Commun.									
CB 603018	N044	044	5/12/2009	6/11/2009			1,087.50	577.50			577.50 A
CB 610343	N007	007	6/17/2009	7/17/2009			1,452.50	1,452.50			1,452.50 A
CB 610343	T009	009	6/17/2009	7/17/2009			43.47	43.47			43.47 A
CB 610343	L042	042	6/17/2009	7/17/2009			18,000.00	18,000.00			18,000.00 A
CB 610343	T045	045	6/17/2009	7/17/2009			520.34	520.34			520.34 A
CB 610343	N058	058	6/17/2009	7/17/2009			1,150.00	1,150.00			1,150.00 A
CB 610343	N059	059	6/17/2009	7/17/2009			175.00	175.00			175.00 A
CB 610343	L076	075	6/17/2009	7/17/2009			1,200.00	1,200.00			1,200.00 A
Document: CB	610343						22,541.31	22,541.31			22,541.31 A
CB 610343	T045	045	10/13/2009	11/12/2009			1,454.73	1,454.73			1,454.73 A
Job Total:							25,083.54	24,573.54			23,118.81
Client	WHIPP, THOMAS R.						25,083.54	24,573.54			23,118.81
39373 Total:							47,296.10	46,786.10			23,118.81

Mgr: 11758 WHIPP, THOMAS R.

HBU: 1277 LEESBURG - 1277

OU: 120 LDS-LAND DESIGN SERVICES

INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Maiden Choice Lane
Baltimore MD 21228

Invoice #: 6030183
Invoice Date: 5/12/2009
Due Date: 6/11/2009
Client #: 39373
Contract #: 10029130
Batch #: 2078250

Work Performed Thru Period Ending 4/24/2009

Job: 10029130 Erickson Retirement Commun.

Client Order No: Ashburn Campus

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Site Plan Sales & Mrkting Trai	L001	32,000.00	100.00	32,000.00	32,000.00	.00
Test Boring Stakeout	L002	9,300.00	100.00	9,300.00	9,300.00	.00
Schematic Design's	L004	80,640.00	100.00	80,640.00	80,640.00	.00
Permit Documents	L005	223,920.00	100.00	223,920.00	223,920.00	.00
Construction Documents	L006	85,000.00	100.00	85,000.00	85,000.00	.00
Prepare Tree Conservation Plan	L010	5,800.00	100.00	5,800.00	5,800.00	.00
Stake Remaining Test Pits	L011	3,500.00	100.00	3,500.00	3,500.00	.00
As-built Survey	L012	3,200.00	100.00	3,200.00	3,200.00	.00
Prep Subdivision Waiver Plat	L014	5,960.00	100.00	5,960.00	5,960.00	.00
ALTA Boundary Survey	L015	15,000.00	100.00	15,000.00	15,000.00	.00
Lower Grades, Rvs Fire Lanes	L016	55,415.00	100.00	55,415.00	55,415.00	.00
Lower NH-1 grades by 1.5 feet. Revise CB-1.0 and 1.2 entry drives, revise fire lanes serving CB-1 courtyard, revise entry to E St John, shift RG parking 10 feet.						
Prep New ALTA Survey	L017	8,000.00	100.00	8,000.00	8,000.00	.00
Prepare a new ALTA survey reflecting parcel B-1, said parcel being the same as shown on a subdivision						

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Maiden Choice Lane
Baltimore MD 21228

Invoice #: 603018
Invoice Date: 5/12/2009
Due Date: 6/11/2009
Client #: 39373
Contract #: 10029130
Batch #: 2078250

Work Performed Thru Period Ending 4/24/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
waiver plat prepared by Dewberry and dated October 16, 2006.						
Rvs BS Center Site Plan	L018	11,350.00	100.00	11,350.00	11,350.00	.00
Revise the Business Service Center site plan to reflect the new entrance alignment, and ultimate terms along a portion of the E St John property.						
Rvs Sub Waiv Plat & ALTA	L019	2,500.00	100.00	2,500.00	2,500.00	.00
Revise the Subdivision Waiver Plat and ALTA survey to reflect right of way frontage on Ex. Smith Switch Road for Parcel B2.						
Revise ALTA Survey	L020	2,300.00	100.00	2,300.00	2,300.00	.00
Addendum #9 Update latest revised ALTA survey issued 12-14-06 with new title report prepared by Chicago Title received on 12-20-06.						
Prepare Offsite Easement Plat	L021	5,500.00	100.00	5,500.00	5,500.00	.00
Prepare an offsite easement plat for the lands of E St John properties for NH-1.						
Prepare Onsite Easement Plat	L022	25,000.00	100.00	25,000.00	25,000.00	.00
Prepare the onsite easement plat for NH-1						
Rvs Site Plan to a SPAM	L023	6,000.00	100.00	6,000.00	6,000.00	.00
Addendum #10 - Revise the Business Services site plan to a SPAM for temporary construction trailers.						
Rvs Plan to Incorporate Soil Borrow	L024	6,800.00	100.00	6,800.00	6,800.00	.00
Addendum #11 Revise plan area to incorporate soil borrow area.						
Stakeout temporary power line	L025	1,250.00	100.00	1,250.00	1,250.00	.00

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Work Performed Thru Period Ending 4/24/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Stakeout temporary power line and power shed for the construction compound. Tail guard stakes will be set every 100 feet for the line, and four offset stakes will be set for the shed.(Addendum # 12)						
Stk Limits of Construction	L026	4,500.00	100.00	4,500.00	4,500.00	.00
Addendum #13 Stake limits of construction for the Temporary Construction Compound.						
Stk Trailer Footing Blocks	L027	2,500.00	100.00	2,500.00	2,500.00	.00
Stake trailer footing blocks. Addendum #14						
Rstk Temp. Power Line	L028	650.00	100.00	650.00	650.00	.00
Re-stake temporary power line and power shed for the construction trailers. Addendum #15						
Update Revised ALTA	L029	2,300.00	100.00	2,300.00	2,300.00	.00
Update latest revised ALTA survey issued 12/20/06 with new title report prepared by Chicago Title received on 5/16/07 (additional addendum may be written to cover requirements for a future ALTA Survey recertification proposed by Morgan Stanley)						
Prov Horizontal Location Plan	L030	2,600.00	100.00	2,600.00	2,600.00	.00
ADDENDUM # 17 Provide horizontal location plan for existing utilities along Loudoun County Parkway for the entrance to the trailer compound.						
Stk CtrLine 30 Foot Linear Esmt	L031	1,000.00	100.00	1,000.00	1,000.00	.00
Addendum # 18 Stake centerline of 30 foot linear park easement for field walk by County staff.						
Stk New Power Pole Alignment	L032	700.00	100.00	700.00	700.00	.00
Stake new power pole alignment for Dominion Virginia Power						

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Baltimore MD 21228

Invoice #: 603018
Invoice Date: 5/12/2009
Due Date: 8/11/2009
Client #: 39373
Contract #: 10029130
Batch #: 2078250

Work Performed Thru Period Ending 4/24/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prep Rvsn Temp Const. Trailer Prepare a revision to the Temporary Construction Trailer SPAM to reflect sales trailer uses.	L033	950.00	100.00	950.00	950.00	.00
Set Final Pipe Set final pipe for the limits of the 30 foot Linear Park Easement.	L034	2,800.00	100.00	2,800.00	2,800.00	.00
Prep Two (2) Exhibits Addendum #22 Prepare two exhibits and two descriptions for the two outlots south of Gloucester which were created due to the road dedication.	L035	2,000.00	100.00	2,000.00	2,000.00	.00
Update Power, Phone, Cable Addendum #23 Dewberry will prepare ASI #2 which will consist of updating power, phone and cable conduits based on ASI #1 previously issued by Kibart.	L036	2,400.00	100.00	2,400.00	2,400.00	.00
Set Stakes (8) Bottom Contour Addendum #24 Set stakes (8) along bottom contour of future pond #3 for test borings.	L037	750.00	100.00	750.00	750.00	.00
Various Site Rvsns to NH-1 Addendum #25 Prepare ASI #4 which includes various site revisions to the NH-1 construction documents.	L038	10,500.00	100.00	10,500.00	10,500.00	.00
Ph 2 - Schematic Design 457SW20.16040.13110	L040	57,600.00	100.00	57,600.00	57,600.00	.00
Ph 2 - Permit Documents 457SW20.16040.13110	L041	141,800.00	100.00	141,800.00	141,800.00	.00
Ph 2 - Construction Documents	L042	72,000.00	75.00	54,000.00	54,000.00	.00

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THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11248 as amended by Executive Order 11375.

INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Maiden Choice Lane
Baltimore MD 21228

Invoice #: 603018
Invoice Date: 5/12/2009
Due Date: 6/11/2009
Client #: 39373
Contract #: 10029130
Batch #: 2078250

Work Performed Thru Period Ending 4/24/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
457SW20.16040.13110						
Prepare Foundation Designs	L047	8,200.00	100.00	8,200.00	8,200.00	.00
457SW10.16040.13210						
Addendum # 27 Dewberry to prepare foundation designs for the masonry fence pillars, entry sign walls and trellis piers.						
Rvns to Storm Water San Prkg	L048	17,850.00	100.00	17,850.00	17,850.00	.00
Addendum #28 Prepare ASI #5 which includes revisions to storm water sanitary parking and grades due to RG. 1.5 entry. Putting green, gas conduit, 1.1 roof drns, and relocate trash and garden bed areas. Revision to LCSA and County required.						
Dominion Power Easement Line	L049	2,500.00	100.00	2,500.00	2,500.00	.00
Addendum #29 Dewberry will prepare the Dominion Power easement line work for the campus primary feed from Gloucester Parkway to the switch gear pad.						
Prep Easement Plats	L050	2,500.00	100.00	2,500.00	2,500.00	.00
Addendum #30 Prepare easement plats for Dominion, Verizon and Comcast service lines into the site.						
Field Locate Temp Utility Shed	L052	800.00	100.00	800.00	800.00	.00
Field locate temporary utility shed & three power poles at construction entrance to determine any impact with proposed gas main. Ordered by Luis Morillo. Addendum #30.						
Stake Three (3) Well Locations	L053	800.00	100.00	800.00	800.00	.00
Dewberry will stakeout the three (3) well option locations & a portion of existing watermain within 25 feet of the well locations. Ordered by Dawn Yeager. Addendum 34						

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THOMAS R. WHIPP

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INVOICE

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Due Date: 6/11/2009
Client #: 39373
Contract #: 10029130
Batch #: 2078250

Work Performed Thru Period Ending 4/24/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Revise NH-1 Plan Dewberry will revise the NH-1 plan to reflect parking, utility & grade changes as required for the new RG footprint. Dewberry will submit a plan revision & prepare an ASI as required. Ordered by Luis Morillo. Addendum #33 457SW10.16040.13210	L054	16,125.00	100.00	16,125.00	16,125.00	.00
Stk Well Locations 6A, 6B & 6C Dewberry will stake well locations 6A, 6B and 6C. Two offset hubs will be provided for each location. 457SW10.16040.13210	L060	600.00	100.00	600.00	600.00	.00
Denote Location of Property Ln Dewberry will denote the location of the property line thru the marketing center access road for demolition purposes. 457SW10.16040.13210	L063	550.00	100.00	550.00	550.00	.00
Set Tall Guard Stakes Set tall guard stakes with existing ground elevations at the outer corners of ILB 3.4. Provide Erickson with plan of stakeout. 457SW10.16040.13210. Ordered by Dawn Yeager.	L064	500.00	100.00	500.00	500.00	.00
Rvs Sanitary and Water Mains Revise sanitary and water mains to comply with new Loudoun Water separation criteria. Revise RG and maintenance building due to relocation and footprint changes. 457SW10.16040.13210. Ordered by Dawn Yeager.	L066	22,000.00	100.00	22,000.00	22,000.00	.00
Ph 2 - Onsite Easement Plat Phase 2 onsite easement plat. Ordered by Dawn Yeager. 457SW20.16040.13110.	L067	25,000.00	100.00	25,000.00	25,000.00	.00

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THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE

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Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Malden Choice Lane
Baltimore MD 21228

Invoice #: 603018
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Work Performed Thru Period Ending 4/24/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prepare FSM Waiver Request	L069	500.00	100.00	500.00	500.00	.00
Prepare a FSM waiver request to allow the NH-2 bio-filter to remain in a fill condition. Ordered by Dawn Yeager. 457SW20.16040.13210						
Asbuilt topo/mktg trailer area	L070	1,500.00	100.00	1,500.00	1,500.00	.00
As-built topo will also be performed in the area of the marketing trailer. Ordered by Dawn Yeager. 457SW10.16040.13210						
Prep ASI for Relocated Gardens	L072	2,550.00	100.00	2,550.00	2,550.00	.00
Dewberry will prepare an ASI to NH-1 for the relocated gardens and trash yard and the pond controller at 1.5. 457SW10.16040.13210. Ordered by Dawn Yeager.						
Set Three Tall Guard Stakes	L073	650.00	100.00	650.00	.00	650.00
Convert AutoCadd Files	L075	1,600.00	100.00	1,600.00	.00	1,600.00
Dewberry will convert the auto cadd files as required on NH-2 and 3 for purposes of performing Adtek earthwork takeoffs. Ordered by Dawn Yeager. 457SW20.16040.13210.						
SUBTOTAL		997,510.00	98.20	979,510.00	977,260.00	\$ 2,250.00

TIME & MATERIAL BILLING

Task Description	Task ID
------------------	---------

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THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE

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Invoice #: 803018
Invoice Date: 5/12/2009
Due Date: 6/11/2009
Client #: 39373
Contract #: 10029130
Batch #: 2078250

Work Performed Thru Period Ending 4/24/2009

Construction Administration	N007	NTE Amount	\$	80,000.00	CURRENT PERIOD BILLING		
		Prev Amount Billed	\$	59,278.00	Hours	Rate	Amount
Description							
CADD TECHNICIAN IV					18.00	85.000	\$ 1,360.00
ENG/PLAN/LA IV					6.00	105.000	\$ 630.00
ENG/PLAN/LA IX					7.00	170.000	\$ 1,190.00
					TOTAL HOURLY LABOR		\$ 3,180.00
					TOTAL FOR N007		\$ 3,180.00

457SW10.16040.13110

Ph 2 - Meetings	N044	NTE Amount	\$	20,000.00	CURRENT PERIOD BILLING		
		Prev Amount Billed	\$	16,695.00	Hours	Rate	Amount
Description							
ENG/PLAN/LA IV					5.50	105.000	\$ 577.50
ENG/PLAN/LA IX					3.00	170.000	\$ 510.00
					TOTAL HOURLY LABOR		\$ 1,087.50
					TOTAL FOR N044		\$ 1,087.50

457SW20.16040.13110

San Sewer & Waterline Rec Dwg	N057	NTE Amount	\$	25,000.00	CURRENT PERIOD BILLING		
		Prev Amount Billed	\$	18,860.00	Hours	Rate	Amount
Description							
FIELD PARTY-2 PERSON					8.00	140.000	\$ 1,120.00
FIELD PARTY-3 PERSON					8.00	155.000	\$ 1,240.00
SURVEY/COMPUTOR VI					29.50	120.000	\$ 3,540.00
					TOTAL HOURLY LABOR		\$ 5,900.00
					TOTAL FOR N057		\$ 5,900.00

Sanitary sewer and waterline record drawings including sanitary sewer outfall (as per LCSA requirements as of this date). 457SW10.16040.13210

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

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Batch #: 2078250

Work Performed Thru Period Ending 4/24/2009

Site Plan Record Drawings N058

Description
FIELD PARTY-2 PERSON
SURVEY/COMPUTOR IV
SURVEY/COMPUTOR VI

NTE Amount	\$ 31,000.00
Prev Amount Billed	\$ 20,302.50

CURRENT PERIOD BILLING

Hours	Rate	Amount
8.00	140.000	\$ 1,120.00
49.00	100.000	\$ 4,900.00
29.00	120.000	\$ 3,480.00
TOTAL HOURLY LABOR		\$ 9,500.00
TOTAL FOR	N058	\$ 9,500.00

Site plan record drawings (including storm sewer as per Loudoun County requirements as of this date.
457SW10.16040.13210

Prep Structural Dwgs - Pond 3 N071

Description
ENG/PLAN/LA VIII
ENG/PLAN/LA IX

NTE Amount	\$ 12,000.00
Prev Amount Billed	\$.00

CURRENT PERIOD BILLING

Hours	Rate	Amount
19.00	145.000	\$ 2,755.00
5.00	170.000	\$ 850.00
TOTAL HOURLY LABOR		\$ 3,605.00
TOTAL FOR	N071	\$ 3,605.00

Dewberry will prepare the structural drawings for the pond 3 primary outlet structure and the
multi-barrel end walls. Ordered by Dawn Yeager. 457SW20.16040.13210

Prints and Deliveries - Ph. 1 T009

Description
Direct Reproduction
Direct Deliveries

CURRENT PERIOD BILLING

Hours	Rate	Amount
		\$ 955.32
		\$ 154.05
TOTAL OTHER DIRECT COST		\$ 1,109.37

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questions pertaining to the above should be brought to the attention of
Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our
agreement and the amount hereon is correct.
THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Maiden Choice Lane
Baltimore MD 21228

Invoice #: 603018
Invoice Date: 5/12/2009
Due Date: 6/11/2009
Client #: 39373
Contract #: 10029130
Batch #: 2078250

Work Performed Thru Period Ending 4/24/2009

	TOTAL FOR	T009	\$	1,109.37
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457SW10.16040.13310

Ph 2 - Reimbursables

T045

CURRENT PERIOD BILLING

Description
Direct Reproduction
Direct Deliveries

Hours	Rate	Amount
		\$ 198.07
		\$ 63.46

TOTAL OTHER DIRECT COST \$ 261.53

TOTAL FOR T045 \$ 261.53

457SW20.16040.13310

TOTAL FOR JOB: 10029130 \$ 26,893.40

TOTAL INVOICE AMOUNT DUE \$ 26,893.40
BY 6/11/2009

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INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22118-1824
(703)849-0100 TIN: 54-0604420

Invoice #: 610343
Invoice Date: 6/17/2009
Due Date: 7/17/2009
Client #: 39373
Contract #: 10029130
Batch #: 2084641

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Maiden Choice Lane
Baltimore MD 21228

Work Performed Thru Period Ending 5/29/2009

Job: 10029130 Erickson Retirement Commun.

Client Order No: Ashburn Campus

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Site Plan Sales & Mktg Trail	L001	32,000.00	100.00	32,000.00	32,000.00	.00
Test Boring Stakeout	L002	9,300.00	100.00	9,300.00	9,300.00	.00
Schematic Design's	L004	80,640.00	100.00	80,640.00	80,640.00	.00
Permit Documents	L005	223,920.00	100.00	223,920.00	223,920.00	.00
Construction Documents	L006	85,000.00	100.00	85,000.00	85,000.00	.00
Prepare Tree Conservation Plan	L010	5,800.00	100.00	5,800.00	5,800.00	.00
Stake Remaining Test Pits	L011	3,500.00	100.00	3,500.00	3,500.00	.00
As-built Survey	L012	3,200.00	100.00	3,200.00	3,200.00	.00
Prep Subdivision Walver Plat	L014	5,960.00	100.00	5,960.00	5,960.00	.00
ALTA Boundary Survey	L015	15,000.00	100.00	15,000.00	15,000.00	.00
Lower Grades, Rvs Fire Lanes	L016	55,415.00	100.00	55,415.00	55,415.00	.00
Lower NH-1 grades by 1.5 feet. Revise CB-1.0 and 1.2 entry drives, revise fire lanes serving CB-1 courtyard, revise entry to E St John, shift RG parking 10 feet.						
Prep New ALTA Survey	L017	8,000.00	100.00	8,000.00	8,000.00	.00
Prepare a new ALTA survey reflecting parcel B-1, said parcel being the same as shown on a subdivision						

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Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Maiden Choice Lane
Baltimore MD 21228

Invoice #: 610343
Invoice Date: 6/17/2009
Due Date: 7/17/2009
Client #: 39373
Contract #: 10029130
Batch #: 2084641

Work Performed Thru Period Ending 5/29/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
waiver plat prepared by Dewberry and dated October 16, 2008.						
Rvs BS Center Site Plan	L018	11,350.00	100.00	11,350.00	11,350.00	.00
Revise the Business Service Center site plan to reflect the new entrance alignment, and ultimate berms along a portion of the E St John property.						
Rvs Sub Waiv Plat & ALTA	L019	2,500.00	100.00	2,500.00	2,500.00	.00
Revise the Subdivision Waiver Plat and ALTA survey to reflect right of way frontage on Ex. Smith Switch Road for Parcel B2.						
Revise ALTA Survey	L020	2,300.00	100.00	2,300.00	2,300.00	.00
Addendum #9 Update latest revised ALTA survey issued 12-14-08 with new title report prepared by Chicago Title received on 12-20-08.						
Prepare Offsite Easement Plat	L021	5,500.00	100.00	5,500.00	5,500.00	.00
Prepare an offsite easement plat for the lands of E St John properties for NH-1.						
Prepare Onsite Easement Plat	L022	25,000.00	100.00	25,000.00	25,000.00	.00
Prepare the onsite easement plat for NH-1						
Rvs Site Plan to a SPAM	L023	6,000.00	100.00	6,000.00	6,000.00	.00
Addendum #10 - Revise the Business Services site plan to a SPAM for temporary construction trailers.						
Rvs Plan to Incorporate Soil Borrow	L024	6,800.00	100.00	6,800.00	6,800.00	.00
Addendum #11 Revise plan area to incorporate soil borrow area.						
Stakeout temporary power line	L025	1,250.00	100.00	1,250.00	1,250.00	.00

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(703)849-0100 TIN: 54-0604420

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Malden Choice Lane
Baltimore MD 21228

Invoice #: 610343
Invoice Date: 6/17/2009
Due Date: 7/17/2009
Client #: 39373
Contract #: 10029130
Batch #: 2084641

Work Performed Thru Period Ending 5/29/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Stakeout temporary power line and power shed for the construction compound. Tell guard stakes will be set every 100 feet for the line, and four offset stakes will be set for the shed.(Addendum # 12)						
Stk Limits of Construction	L026	4,500.00	100.00	4,500.00	4,500.00	.00
Addendum #13 Stake limits of construction for the Temporary Construction Compound.						
Stk Trailer Footing Blocks	L027	2,500.00	100.00	2,500.00	2,500.00	.00
Stake trailer footing blocks. Addendum #14						
Rstk Temp. Power Line	L028	650.00	100.00	650.00	650.00	.00
Re-stake temporary power line and power shed for the construction trailers. Addendum #15						
Update Revised ALTA	L029	2,300.00	100.00	2,300.00	2,300.00	.00
Update latest revised ALTA survey issued 12/20/06 with new title report prepared by Chicago Title received on 5/18/07 (additional addendum may be written to cover requirements for a future ALTA Survey recertification proposed by Morgan Stanley)						
Prov Horizontal Location Plan	L030	2,600.00	100.00	2,600.00	2,600.00	.00
ADDENDUM # 17 Provide horizontal location plan for existing utilities along Loudoun County Parkway for the entrance to the trailer compound.						
Stk CtrLine 30 Foot Linear Esmt	L031	1,000.00	100.00	1,000.00	1,000.00	.00
Addendum # 18 Stake centerline of 30 foot linear park easement for field walk by County staff.						
Stk New Power Pole Alignment	L032	700.00	100.00	700.00	700.00	.00
Stake new power pole alignment for Dominion Virginia Power						

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Dewberry complies with Section 202 of Executive Order 11248 as amended by Executive Order 11375.

INVOICE

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(703)849-0100 TIN: 54-0604420

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Maiden Choice Lane
Baltimore MD 21228

Invoice #: 610343
Invoice Date: 6/17/2009
Due Date: 7/17/2009
Client #: 39373
Contract #: 10029130
Batch #: 2084641

Work Performed Thru Period Ending 5/29/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prep Rvsn Temp Const. Trailer Prepare a revision to the Temporary Construction Trailer SPAM to reflect sales trailer uses.	L033	950.00	100.00	950.00	950.00	.00
Set Final Pipe Set final pipe for the limits of the 30 foot Linear Park Easement.	L034	2,800.00	100.00	2,800.00	2,800.00	.00
Prep Two (2) Exhibits Addendum #22 Prepare two exhibits and two descriptions for the two outlets south of Gloucester which were created due to the road dedication.	L035	2,000.00	100.00	2,000.00	2,000.00	.00
Update Power, Phone, Cable Addendum #23 Dewberry will prepare ASI #2 which will consist of updating power, phone and cable conduite based on ASI #1 previously issued by Kibart.	L036	2,400.00	100.00	2,400.00	2,400.00	.00
Set Stakes (6) Bottom Contour Addendum #24 Set stakes (6) along bottom contour of future pond #3 for test borings.	L037	750.00	100.00	750.00	750.00	.00
Various Site Rvsns to NH-1 Addendum #25 Prepare ASI #4 which includes various site revisions to the NH-1 construction documents.	L038	10,500.00	100.00	10,500.00	10,500.00	.00
Ph 2 - Schematic Design 457SW20.16040.13110	L040	57,600.00	100.00	57,600.00	57,600.00	.00
Ph 2 - Permit Documents 457SW20.16040.13110	L041	141,800.00	100.00	141,800.00	141,800.00	.00
Ph 2 - Construction Documents	L042	72,000.00	100.00	72,000.00	54,000.00	18,000.00

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Invoice #: 610343
Invoice Date: 6/17/2009
Due Date: 7/17/2009
Client #: 39373
Contract #: 10029130
Batch #: 2084641

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Maiden Choice Lane
Baltimore MD 21228

Work Performed Thru Period Ending 5/29/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
457SW20.16040.13110						
Prepare Foundation Designs	L047	8,200.00	100.00	8,200.00	8,200.00	.00
457SW10.16040.13210						
Addendum # 27 Dewberry to prepare foundation designs for the masonry fence pillars, entry sign walls and trellis piers.						
Rvns to Storm Water San Prkg	L048	17,850.00	100.00	17,850.00	17,850.00	.00
Addendum #28 Prepare ASI #5 which includes revisions to storm water sanitary parking and grades due to RG. 1.5 entry. Putting green, gas conduit, 1.1 roof drns, and relocate trash and garden bed areas. Revision to LCSA and County required.						
Dominion Power Easement Line	L049	2,500.00	100.00	2,500.00	2,500.00	.00
Addendum #29 Dewberry will prepare the Dominion Power easement line work for the campus primary feed from Gloucester Parkway to the switch gear pad.						
Prep Easement Plats	L050	2,500.00	100.00	2,500.00	2,500.00	.00
Addendum #30 Prepare easement plats for Dominion, Verizon and Comcast service lines into the site.						
Field Locate Temp Utility Shed	L052	600.00	100.00	600.00	600.00	.00
Field locate temporary utility shed & three power poles at contruction entrance to determine any impact with proposed gas main. Ordered by Luis Morillo. Addendum #30.						
Stake Three (3) Well Locations	L053	800.00	100.00	800.00	800.00	.00
Dewberry will stakeout the three (3) well option locations & a portion of existing watermain within 25 feet of the well locations. Ordered by Dawn Yeager. Addendum 34						

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Invoice #: 610343
Invoice Date: 6/17/2009
Due Date: 7/17/2009
Client #: 39373
Contract #: 10029130
Batch #: 2084641

Work Performed Thru Period Ending 5/29/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Revise NH-1 Plan Dewberry will revise the NH-1 plan to reflect parking, utility & grade changes as required for the new RG footprint. Dewberry will submit a plan revision & prepare an ASI as required. Ordered by Luis Morillo. Addendum #33 457SW10.16040.13210	L054	16,125.00	100.00	16,125.00	16,125.00	.00
Stk Well Locations 6A, 6B & 6C Dewberry will stake well locations 6A, 6B and 6C. Two offset hubs will be provided for each location. 457SW10.16040.13210	L060	600.00	100.00	600.00	600.00	.00
Denote Location of Property Ln Dewberry will denote the location of the property line thru the marketing center access road for demolition purposes. 457SW10.16040.13210	L063	550.00	100.00	550.00	550.00	.00
Set Tall Guard Stakes Set tall guard stakes with existing ground elevations at the outer corners of ILB 3.4. Provide Erickson with plan of stakeout. 457SW10.16040.13210. Ordered by Dawn Yeager.	L064	500.00	100.00	500.00	500.00	.00
Rvs Sanitary and Water Mains Revise sanitary and water mains to comply with new Loudoun Water separation criteria. Revise RG and maintenance building due to relocation and footprint changes. 457SW10.16040.13210. Ordered by Dawn Yeager.	L066	22,000.00	100.00	22,000.00	22,000.00	.00
Ph 2 - Onsite Easement Plat Phase 2 onsite easement plat. Ordered by Dawn Yeager. 457SW20.16040.13110.	L067	25,000.00	100.00	25,000.00	25,000.00	.00

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Baltimore MD 21228

Invoice #: 610343
Invoice Date: 6/17/2009
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Client #: 39373
Contract #: 10029130
Batch #: 2084641

Work Performed Thru Period Ending 5/29/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prepare FSM Walver Request Prepare a FSM waiver request to allow the NH-2 bio-filter to remain in a fill condition. Ordered by Dawn Yeager. 457SW20.16040.13210	L069	500.00	100.00	500.00	500.00	.00
Asbuilt topo/mktg trailer area As-built topo will also be performed in the area of the marketing trailer. Ordered by Dawn Yeager. 457SW10.16040.13210	L070	1,500.00	100.00	1,500.00	1,500.00	.00
Prep ASI for Relocated Gardens Dewberry will prepare an ASI to NH-1 for the relocated gardens and trash yard and the pond controller at 1.5. 457SW10.16040.13210. Ordered by Dawn Yeager.	L072	2,550.00	100.00	2,550.00	2,550.00	.00
Set Three Tall Guard Stakes	L073	650.00	100.00	650.00	650.00	.00
Convert AutoCadd Files Dewberry will convert the auto cadd files as required on NH-2 and 3 for purposes of performing Adtek earthwork takeoffs. Ordered by Dawn Yeager. 457SW20.16040.13210.	L075	1,600.00	100.00	1,600.00	1,600.00	.00
Prep Bond Reduction-NH 1 Prepare a bond reduction for neighborhood 1. Ordered by Dawn Yeager on 4/16/09	L076	1,200.00	100.00	1,200.00	.00	1,200.00
SUBTOTAL		996,710.00	100.00	996,710.00	979,510.00	\$ 18,200.00

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Client #: 39373
Contract #: 10029130
Batch #: 2084641

Work Performed Thru Period Ending 5/29/2009

TIME & MATERIAL BILLING

Task Description	Task ID		CURRENT PERIOD BILLING		
Construction Administration	N007	NTE Amount \$ 80,000.00	Hours	Rate	Amount
		Prev Amount Billed \$ 62,458.00			
Description					
CADD TECHNICIAN IV			2.00	85.000	\$ 170.00
ENG/PLAN/LA IV			2.50	105.000	\$ 262.50
ENG/PLAN/LA IX			6.00	170.000	\$ 1,020.00
			TOTAL HOURLY LABOR		\$ 1,452.50
			TOTAL FOR N007		\$ 1,452.50

457SW10.16040.13110

Site Plan Record Drawings	N058	NTE Amount \$ 31,000.00	CURRENT PERIOD BILLING		
		Prev Amount Billed \$ 29,802.50	Hours	Rate	Amount
Description					
SURVEY/COMPUTOR IV			11.50	100.000	\$ 1,150.00
			TOTAL HOURLY LABOR		\$ 1,150.00
			TOTAL FOR N058		\$ 1,150.00

Site plan record drawings (Including storm sewer as per Loudoun County requirements as of this date.

457SW10.16040.13210

Occupancy Plats	N059	NTE Amount \$ 19,500.00	CURRENT PERIOD BILLING		
		Prev Amount Billed \$ 19,317.50	Hours	Rate	Amount
Description					
SURVEY/COMPUTOR IV			1.75	100.000	\$ 175.00
			TOTAL HOURLY LABOR		\$ 175.00
			TOTAL FOR N059		\$ 175.00

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Invoice #: 610343
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Client #: 39373
Contract #: 10029130
Batch #: 2084641

Work Performed Thru Period Ending 5/29/2009

Occupancy plats (to be drafted and submitted as as-builts are completed per phased section.
457SW10.16040.13210

Prints and Deliveries - Ph. 1 T009

CURRENT PERIOD BILLING

Description
Direct Reproduction

Hours	Rate	Amount
		\$ 43.47
TOTAL OTHER DIRECT COST		\$ 43.47
TOTAL FOR	T009	\$ 43.47

457SW10.16040.13310

Ph 2 - Reimbursables T045

CURRENT PERIOD BILLING

Description
Direct Reproduction

Hours	Rate	Amount
		\$ 520.34
TOTAL OTHER DIRECT COST		\$ 520.34
TOTAL FOR	T045	\$ 520.34

457SW20.16040.13310

TOTAL FOR JOB: 10029130 \$ 22,541.31

TOTAL INVOICE AMOUNT DUE \$ 22,541.31
BY 7/17/2009

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Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
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Baltimore MD 21228

Invoice #: 641463
Invoice Date: 10/13/2009
Due Date: 11/12/2009
Client #: 39373
Contract #: 10029130
Batch #: 2109015

Work Performed Thru Period Ending 9/25/2009

Job: 10029130 Erickson Retirement Commun.

Client Order No: Ashburn Campus

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Site Plan Sales & Mktg Trail	L001	32,000.00	100.00	32,000.00	32,000.00	.00
Test Boring Stakeout	L002	9,300.00	100.00	9,300.00	9,300.00	.00
Schematic Design's	L004	80,640.00	100.00	80,640.00	80,640.00	.00
Permit Documents	L005	223,920.00	100.00	223,920.00	223,920.00	.00
Construction Documents	L006	85,000.00	100.00	85,000.00	85,000.00	.00
Prepare Tree Conservation Plan	L010	5,800.00	100.00	5,800.00	5,800.00	.00
Stake Remaining Test Pits	L011	3,500.00	100.00	3,500.00	3,500.00	.00
As-built Survey	L012	3,200.00	100.00	3,200.00	3,200.00	.00
Prep Subdivision Waiver Plat	L014	5,960.00	100.00	5,960.00	5,960.00	.00
ALTA Boundary Survey	L015	15,000.00	100.00	15,000.00	15,000.00	.00
Lower Grades, Rvs Fire Lanes	L016	55,415.00	100.00	55,415.00	55,415.00	.00
Lower NH-1 grades by 1.5 feet. Revise CB-1.0 and 1.2 entry drives, revise fire lanes serving CB-1 courtyard, revise entry to E St John, shift RG parking 10 feet.						
Prep New ALTA Survey	L017	8,000.00	100.00	8,000.00	8,000.00	.00
Prepare a new ALTA survey reflecting parcel B-1, said parcel being the same as shown on a subdivision						

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Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Malden Choice Lane
Baltimore MD 21228

Invoice #: 841463
Invoice Date: 10/13/2009
Due Date: 11/12/2009
Client #: 39373
Contract #: 10029130
Batch #: 2109015

Work Performed Thru Period Ending 9/25/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
waiver plat prepared by Dewberry and dated October 16, 2006.						
Rvs BS Center Site Plan	L018	11,350.00	100.00	11,350.00	11,350.00	.00
Revise the Business Service Center site plan to reflect the new entrance alignment, and ultimate terms along a portion of the E St John property.						
Rvs Sub Waiv Plat & ALTA	L019	2,500.00	100.00	2,500.00	2,500.00	.00
Revise the Subdivision Waiver Plat and ALTA survey to reflect right of way frontage on Ex. Smith Switch Road for Parcel B2.						
Revise ALTA Survey	L020	2,300.00	100.00	2,300.00	2,300.00	.00
Addendum #9 Update latest revised ALTA survey issued 12-14-06 with new title report prepared by Chicago Title received on 12-20-08.						
Prepare Offsite Easement Plat	L021	5,500.00	100.00	5,500.00	5,500.00	.00
Prepare an offsite easement plat for the lands of E St John properties for NH-1.						
Prepare Onsite Easement Plat	L022	25,000.00	100.00	25,000.00	25,000.00	.00
Prepare the onsite easement plat for NH-1						
Rvs Site Plan to a SPAM	L023	6,000.00	100.00	6,000.00	6,000.00	.00
Addendum #10 - Revise the Business Services site plan to a SPAM for temporary construction trailers.						
Rvs Plan to Incorporate Soil Borrow	L024	6,800.00	100.00	6,800.00	6,800.00	.00
Addendum #11 Revise plan area to incorporate soil borrow area.						
Stakeout temporary power line	L025	1,250.00	100.00	1,250.00	1,250.00	.00

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THOMAS R. WHIPP

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE

Please remit to: Dewberry & Davis LLC
P.O. Box 1824
Merrifield, VA 22116-1824
(703)849-0100 TIN: 54-0604420

Bill To: ERICKSON RETIREMENT COMMUNITIES LLC
c/o Ashburn Campus LLC
703 Maiden Choice Lane
Baltimore MD 21228

Invoice #: 641463
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Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Stakeout temporary power line and power shed for the construction compound. Tell guard stakes will be set every 100 feet for the line, and four offset stakes will be set for the shed.(Addendum # 12)						
Stk Limits of Construction	L026	4,500.00	100.00	4,500.00	4,500.00	.00
Addendum #13 Stake limits of construction for the Temporary Construction Compound.						
Stk Trailer Footing Blocks	L027	2,500.00	100.00	2,500.00	2,500.00	.00
Stake trailer footing blocks. Addendum #14						
Rstk Temp. Power Line	L028	650.00	100.00	650.00	650.00	.00
Re-stake temporary power line and power shed for the construction trailers. Addendum #15						
Update Revised ALTA	L029	2,300.00	100.00	2,300.00	2,300.00	.00
Update latest revised ALTA survey issued 12/20/06 with new title report prepared by Chicago Title received on 5/16/07 (additional addendum may be written to cover requirements for a future ALTA Survey recertification proposed by Morgan Stanley)						
Prov Horizontal Location Plan	L030	2,600.00	100.00	2,600.00	2,600.00	.00
ADDENDUM # 17 Provide horizontal location plan for existing utilities along Loudoun County Parkway for the entrance to the trailer compound.						
Stk CtrLine 30 Foot Linear Esmt	L031	1,000.00	100.00	1,000.00	1,000.00	.00
Addendum # 18 Stake centerline of 30 foot linear park easement for field walk by County staff.						
Stk New Power Pole Alignment	L032	700.00	100.00	700.00	700.00	.00
Stake new power pole alignment for Dominion Virginia Power						

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Invoice #: 641483
Invoice Date: 10/13/2009
Due Date: 11/12/2009
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Contract #: 10029130
Batch #: 2109015

Work Performed Thru Period Ending 9/25/2009

LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prep Rvsn Temp Const. Trailer Prepare a revision to the Temporary Construction Trailer SPAM to reflect sales trailer uses.	L033	950.00	100.00	950.00	950.00	.00
Set Final Pipe Set final pipe for the limits of the 30 foot Linear Park Easement.	L034	2,800.00	100.00	2,800.00	2,800.00	.00
Prep Two (2) Exhibits Addendum #22 Prepare two exhibits and two descriptions for the two outlots south of Gloucester which were created due to the road dedication.	L035	2,000.00	100.00	2,000.00	2,000.00	.00
Update Power, Phone, Cable Addendum #23 Dewberry will prepare ASI #2 which will consist of updating power, phone and cable conduits based on ASI #1 previously issued by Kibart.	L036	2,400.00	100.00	2,400.00	2,400.00	.00
Set Stakes (6) Bottom Contour Addendum #24 Set stakes (6) along bottom contour of future pond #3 for test borings.	L037	750.00	100.00	750.00	750.00	.00
Various Site Rvsns to NH-1 Addendum #25 Prepare ASI #4 which includes various site revisions to the NH-1 construction documents.	L038	10,500.00	100.00	10,500.00	10,500.00	.00
Ph 2 - Schematic Design 457SW20.16040.13110	L040	57,600.00	100.00	57,600.00	57,600.00	.00
Ph 2 - Permit Documents 457SW20.16040.13110	L041	141,800.00	100.00	141,800.00	141,800.00	.00
Ph 2 - Construction Documents	L042	72,000.00	100.00	72,000.00	72,000.00	.00

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Dewberry complies with Section 202 of Executive Order 11248 as amended by Executive Order 11375.

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Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
457SW20.16040.13110						
Prepare Foundation Designs	L047	8,200.00	100.00	8,200.00	8,200.00	.00
457SW10.16040.13210						
Addendum # 27 Dewberry to prepare foundation designs for the masonry fence pillars, entry sign walls and trellis piers.						
Rvns to Storm Water San Prkg	L048	17,850.00	100.00	17,850.00	17,850.00	.00
Addendum #28 Prepare ASI #5 which includes revisions to storm water sanitary parking and grades due to RG. 1.5 entry. Putting green, gas conduit, 1.1 roof drms, and relocate trash and garden bed areas.						
Revision to LCSA and County required.						
Dominion Power Easement Line	L049	2,500.00	100.00	2,500.00	2,500.00	.00
Addendum #29 Dewberry will prepare the Dominion Power easement line work for the campus primary feed from Gloucester Parkway to the switch gear pad.						
Prep Easement Plats	L050	2,500.00	100.00	2,500.00	2,500.00	.00
Addendum #30 Prepare easement plats for Dominion, Verizon and Comcast service lines into the site.						
Field Locate Temp Utility Shed	L052	600.00	100.00	600.00	600.00	.00
Field locate temporary utility shed & three power poles at construction entrance to determine any impact with proposed gas main. Ordered by Luis Morillo. Addendum #30.						
Stake Three (3) Well Locations	L053	800.00	100.00	800.00	800.00	.00
Dewberry will stakeout the three (3) well option locations & a portion of existing watermain within 25 feet of the well locations. Ordered by Dawn Yeager. Addendum 34						

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LUMP SUM BILLING

Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Revise NH-1 Plan Dewberry will revise the NH-1 plan to reflect parking, utility & grade changes as required for the new RG footprint. Dewberry will submit a plan revision & prepare an ASI as required. Ordered by Luis Morillo. Addendum #33 457SW10.16040.13210	L054	16,125.00	100.00	16,125.00	16,125.00	.00
Stk Well Locations 6A, 6B & 6C Dewberry will stake well locations 6A, 6B and 6C. Two offset hubs will be provided for each location. 457SW10.16040.13210	L060	600.00	100.00	600.00	600.00	.00
Denote Location of Property Ln Dewberry will denote the location of the property line thru the marketing center access road for demolition purposes. 457SW10.16040.13210	L063	550.00	100.00	550.00	550.00	.00
Set Tall Guard Stakes Set tall guard stakes with existing ground elevations at the outer corners of ILB 3.4. Provide Erickson with plan of stakeout. 457SW10.16040.13210. Ordered by Dawn Yeager.	L064	500.00	100.00	500.00	500.00	.00
Rvs Sanitary and Water Mains Revise sanitary and water mains to comply with new Loudoun Water separation criteria. Revise RG and maintenance building due to relocation and footprint changes. 457SW10.16040.13210. Ordered by Dawn Yeager.	L066	22,000.00	100.00	22,000.00	22,000.00	.00
Ph 2 - Onsite Easement Plat Phase 2 onsite easement plat. Ordered by Dawn Yeager. 457SW20.16040.13110.	L067	25,000.00	100.00	25,000.00	25,000.00	.00

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Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
Prepare FSM Walver Request Prepare a FSM walver request to allow the NH-2 bio-filter to remain in a fill condition. Ordered by Dawn Yeager. 457SW20.16040.13210	L069	500.00	100.00	500.00	500.00	.00
Asbuilt topo/mktg trailer area As-built topo will also be performed in the area of the marketing trailer. Ordered by Dawn Yeager. 457SW10.16040.13210	L070	1,500.00	100.00	1,500.00	1,500.00	.00
Prep ASI for Relocated Gardens Dewberry will prepare an ASI to NH-1 for the relocated gardens and trash yard and the pond controller at 1.5. 457SW10.16040.13210. Ordered by Dawn Yeager.	L072	2,550.00	100.00	2,550.00	2,550.00	.00
Set Three Tall Guard Stakes	L073	650.00	100.00	650.00	650.00	.00
Convert AutoCadd Files Dewberry will convert the auto cadd files as required on NH-2 and 3 for purposes of performing Adtek earthwork takeoffs. Ordered by Dawn Yeager. 457SW20.16040.13210.	L075	1,600.00	100.00	1,600.00	1,600.00	.00
Prep Bond Reduction-NH 1 Prepare a bond reduction for neighborhood 1. Ordered by Dawn Yeager on 4/16/09	L076	1,200.00	100.00	1,200.00	1,200.00	.00
Prep. Extension of VSMP Permit Prepare the extension of the VSMP permit for NH-1 and Phase 1 along with required SWPPP update of any	L077	600.00	100.00	600.00	600.00	.00

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Task Description	Task ID	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
existing watershed TMDL requirements related to sediments. Ordered by Dawn Yeager. 457SW10.16040.13210						
SUBTOTAL		999,310.00	100.00	999,310.00	999,310.00	\$.00

TIME & MATERIAL BILLING

Task Description Task ID
Ph 2 - Reimbursables T045

CURRENT PERIOD BILLING

Description
Direct Reproduction

Hours	Rate	Amount
		\$ 1,454.73
TOTAL OTHER DIRECT COST		\$ 1,454.73
TOTAL FOR	T045	\$ 1,454.73

457SW20.16040.13310

TOTAL FOR JOB: 10029130 \$ 1,454.73

TOTAL INVOICE AMOUNT DUE \$ 1,454.73
BY 11/12/2009

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THOMAS R. WHIPP

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PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN

ASHBURN CAMPUS, LLC

AND

DEWBERRY & DAVIS, LLC

EXHIBIT C

WORK CODES

WORK CODES MUST BE INDICATED ON ALL INVOICES
Land Development Engineering and Boring Stakeout Services

257MAPL.16040.13110 –

Boundary and Topographic Surveying

Site Plan (Phases 1 thru 4)

Site Plan (Sales and Marketing Trailers)

Plats

Construction Observation and Shop Drawing Review

Construction Document/ Master Plan Revisions

Geotechnical Requirements

257MAPL.16040.13310 – Reimbursables-

Printing and Delivery Costs

257MAPL.16040.13210 – Extra Fee/ Additions/Revisions

An extra fee must be submitted to the Owner after final execution then the extra fee cost code may be used.

~~10029130~~
10029130?

LONG FORM CONTRACT
(Over \$25,000)

Contract Number: _____

Exhibits: A,B &C

PROFESSIONAL SERVICES CONTRACT

Architect/Engineer:
(hereinafter called "A/E"): Dewberry & Davis, LLC

A/E's Representative: William E. Fissel, P.E.

Street Address, City, State,
Zip Code: 1503 Edwards Ferry Road, Suite 200
Leesburg, VA 20176

Owner: Ashburn Campus, LLC
701 Malden Choice Lane, Baltimore, Maryland 21228

Owner's Representative: Erickson Retirement Communities, LLC
701 Malden Choice Lane, Baltimore, Maryland 21228

Owner's Contact Person: Wayne Rush

1. Definitions:
 - 1.1. "Completion Date" shall mean any date mutually agreed upon by Owner and A/E for the completion of all or any part of the Services.
 - 1.2. "Contract" refers to this Professional Services Contract, including all exhibits attached hereto and all amendments thereto.
 - 1.3. "Contract Documents" refers to all documentation that sets forth A/E's obligations under this Contract, including, but not limited to, the Schedule of Services and any Extra Services Orders.
 - 1.4. "Contract Price" shall have the meaning given such term in Section 4 of this Contract.

- 1.5. "Design Documents" refers to the final approved plans showing general scope, extent and character of the Project.
- 1.6. "Instruments of Service" refers to all drawings, reports, studies and other documents created or produced by A/E under this contract.
- 1.7. "Operator" shall mean the not-for-profit entity that operates the Project.
- 1.8. "Owner" refers to Ashburn Campus, LLC and its successors and assigns.
- 1.9. "Plans and Specifications" refers to those portions of the Contract Documents that consist of technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Services.
- 1.10. "Project" shall have the meaning given such term in Section 2 of this Contract.
- 1.11. "Site" refers to the property where the Project shall be constructed.
- 1.12. "Services" refers to A/E's obligations under the Schedule of Services.
2. Project: Owner hereby proposes to engage the professional services of A/E for the following Project:

Ashburn Campus, Loudoun County, Virginia - Land
Development Engineering and Boring Stakeout Services
3. Schedule of Services: A/E agrees to provide professional services for the Project in accordance with the Schedule of Services attached hereto as Exhibit A. In the event of any discrepancy or conflict between the terms of Exhibit A and the body of this Contract, the terms of the body of this Contract shall control.
4. Contract Price:
 - 4.1. The compensation for A/E's Services under this Contract (the "Contract Price") shall be paid to A/E in accordance with the Fee Schedule attached hereto as Exhibit B. The contract number shown on the face of this Contract and the appropriate services code(s) shown on Exhibit C attached hereto must appear on all invoices for completed Services before payment will be forthcoming.
 - 4.2. By the 25th day of each month in which Services for the Project was performed, A/E shall forward to Owner an invoice showing the cost of all

Services completed on the Project during the preceding month based on the Contract Price. Payment shall be made on or about the 20th day of each month following receipt of A/E's invoice.

5. **Accounting Records:** A/E's accounting and financial records for this Contract, including all records of Reimbursable Expenses, shall be kept in accordance with generally accepted accounting principles. Owner and its authorized representative shall be afforded access during normal business hours to A/E's records, correspondence, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and A/E shall preserve such documents for a period of three (3) years following after A/E's receipt of final payment under this Contract. A/E shall be reimbursed for all expenses incurred by A/E including costs for time spent by A/E's employees in facilitating such access and producing copies.
6. **Extra Services Orders:**
 - 6.1. Owner and A/E agree that Owner may at any time and from time to time order revisions to the Schedule of Services. All such revisions must be in writing signed by an authorized representative of Owner (an "Extra Services Order"). Upon receipt of an Extra Services Order, A/E shall provide to Owner, for Owner's approval, a proposed increase or decrease in the Contract Price (which proposal must be prepared based upon the Additional Services list on Exhibit A attached hereto), together with an estimate as to any effect such Extra Services Order will have on the Completion Dates set forth on the Schedule of Services set forth on Exhibit A attached hereto.
 - 6.2. The Schedule of Services shall not be revised, and A/E shall not be entitled to any change in the Contract Price or the Completion Dates, unless and until either (i) Owner has given A/E a written acknowledgment that Owner has approved A/E's proposed increase or decrease in the Contract Price and the change in the Completion Dates, or (ii) a written amendment to this Contract has been executed and delivered by A/E and Owner.
7. **Owner's Representative:** Until such time as Owner gives A/E written notice to the contrary, Owner's Representative shall coordinate all correspondence between A/E and the Owner as well as any approvals of or changes to any of the Services to be performed by A/E hereunder. Owner reserves the right to replace the Owner's Representative at any time, and from time to time, throughout the term of this Contract by giving A/E written notice of the identity of the new Owner's Representative.

8. Taxes: A/E is responsible for and shall assume exclusive liability for payment and/or withholding of any tax, imposed by federal, state, municipal or other authority imposed by reason of the performance of this Contract, or due to the entry into this Contract, including, but not limited to, those with respect to A/E's receipts or income, and those with respect to compensation, wages, or other remuneration for any Services to be performed by A/E or its employees under the terms of this Contract, and A/E further agrees to hold Owner harmless from and against all such taxes and to comply with all governmental regulations with respect thereto, including the filing of all necessary reports and returns.

9. A/E's Default:

9.1. The occurrence of any of the following events shall be deemed an "A/E Default":

- (a) if A/E fails to complete any portion of the Work prior to any applicable Completion Date;
- (b) if A/E fails to maintain the insurance policies required to be carried by A/E pursuant to the terms of this Contract;
- (c) if A/E fails to perform any of its obligations under this Contract other than the obligations set forth in 9.1 (a) and (b) above, and such failure continues for thirty (30) days following A/E's receipt of written notice of such failure from Owner;
- (d) if A/E has breached any warranty contained in this Contract; or
- (e) if A/E abandons or otherwise wrongfully ceases to perform the Services.

9.2. Upon the occurrence of an A/E Default, Owner shall be entitled to exercise any and all remedies available at law or in equity. Without limiting the foregoing, Owner shall be entitled to exercise any or all of the following remedies, and the exercise of any available remedy shall not preclude the exercise of any other available remedy, it being the intent of the parties hereto that all such remedies shall be cumulative and non-exclusive:

- (a) Owner may immediately terminate this Contract by giving A/E oral or written notice of Owner's election to exercise such right;
- (b) Owner may seek a judgment against A/E for all damages suffered or incurred by Owner as a result of such A/E Default; and

- (c) Owner may perform or cause to be performed any obligation of A/E under this Contract giving rise to such A/E Default, for and on the account of A/E, in which event A/E shall be obligated to reimburse Owner upon demand for all reasonable costs incurred or expended by Owner in performing such obligation.

10. Owner's Default:

10.1. The occurrence of any of the following events shall be deemed an "Owner Default":

- (a) if Owner fails to perform any of its obligations under this Contract, and such failure continues for thirty (30) days following Owner's receipt of written notice of such failure from A/E; or
- (b) if Owner has breached any warranty contained in this Contract.

10.2. Upon the occurrence of an Owner Default, A/E shall be entitled to exercise any and all remedies available at law or in equity. Without limiting the foregoing, A/E shall be entitled to exercise any or all of the following remedies, and the exercise of any available remedy shall not preclude the exercise of any other available remedy, it being the intent of the parties hereto that all such remedies shall be cumulative and non-exclusive:

- (a) A/E may immediately terminate this Contract by giving Owner oral or written notice of A/E's election to exercise such right;
- (b) A/E may seek a judgment against Owner for all damages suffered or incurred by A/E as a result of such Owner Default, including consequential damages; and
- (c) A/E may perform or cause to be performed any obligation of Owner under this Contract giving rise to such Owner Default, for and on the account of Owner, in which event Owner shall be obligated to reimburse A/E upon demand for all costs incurred or expended by in performing such obligation.

11. Insurance:

11.1. A/E shall, prior to commencing any Services, effect and maintain the following insurance and furnish Owner with original signed certificates of insurance, specifying thirty (30) days prior written notice to Owner prior to

cancellation of such insurance, with companies acceptable to Owner, protecting A/E and Owner as their interests may appear, with respect to the Services and A/E's presence on the Site:

- (a) Workers' Compensation Insurance covering all of A/E's employees on the job to at least statutory requirements; and
- (b) General Liability Insurance, including contractual liability coverage, insuring against claims for bodily injury, including death, and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, and a deductible of not more than Ten Thousand Dollars (\$10,000);
- (c) Professional Liability Insurance for protection from claims arising out of performance of professional services caused by any negligent error, omissions or act by A/E with coverage in the amount of not less than One Million Dollars (\$1,000,000), with a deductible of not more than Fifty Thousand Dollars (\$50,000); and
- (d) Automobile Liability insurance insuring against claims for bodily injury, including death, in the amount of One Million Dollars (\$1,000,000) per accident and property damage in the amount of One Hundred Thousand Dollars (\$100,000) per accident.

A/E must provide Owner with certificates of insurance evidencing such coverage prior to A/E's commencement of providing Services. No sum shall be due and payable to A/E under this Contract until all such certificates are received by Owner.

- 11.2. A/E's General Liability Insurance shall name Owner, Owner's Representative and Operator, and their employees, officers, directors, members, and agents as additional insureds and shall be primary and non-contributing with any insurance maintained by such additional insureds.

12. Compliance with Laws:

- 12.1. A/E covenants to comply with applicable local, state and federal laws, rules and regulations in its performance of its duties and obligations related to this Project hereunder, other than in the performance of the Services, and A/E shall indemnify and save harmless Owner for any violations by A/E, its agents, or its employees thereunder.

- 12.2. A/E warrants it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin and A/E agrees to comply with all provisions relating thereto in all laws applicable thereto.
- 12.3. A/E hereby represents and warrants to Owner that A/E is fully licensed by the state in which the Site is located in order to perform and provide the Services required hereunder.
13. Assignment of Contract:
- 13.1. This Contract may be assigned, pledged or encumbered by Owner, at Owner's sole discretion. In connection therewith, A/E agrees to execute and deliver to Owner any documents reasonably requested by Owner to acknowledge such assignment, and to agree to complete this Contract for any assignee in accordance with the terms of this Contract.
- 13.2. Neither this Contract or any money's nor any portion thereof due or to become due hereunder shall be assigned, pledged, or in any way encumbered by A/E without the previous written consent of Owner.
14. Termination of Agreement: This Agreement may be terminated by Owner at any time, without cause, upon five (5) days written notice to A/E, at which time A/E shall be paid compensation for Services performed to termination date.
15. Ownership of Documents: All Instruments of Service relating to the Project and all related statutory, common law, and reserved rights, including copyright, shall become the property of the Owner at the conclusion of the Project or the earlier termination or expiration of this Contract. Such Instruments of Service are not to be used by A/E on other projects except by agreement in writing and with appropriate compensation to Owner. With the exception of one set of Instruments of Service all such Instruments of Service are to be returned to Owner, including any electronically prepared copies of such Instruments of Service, upon the completion of the Project or the earlier termination of this Contract. Submission or distribution of the Instruments of Service to meet official regulatory requirements or for other purposes necessary for A/E's performance of the Services is not to be construed as publication in derogation of the Owner's common law copyright or other reserved rights.
16. Governing Law: This Contract shall be governed by the laws of the State of Maryland.
17. Communications: The Owner's representative shall receive copies of all written communications between A/E and Owner, and A/E and any other contractors or other

persons or entities working on the Project. Unless stipulated otherwise in this Contract, all notices must be in writing and shall be deemed to have been delivered three (3) days after mailing to the last known address of the addressee.

18. Standard of Care: The standard of care for all professional services performed or furnished by A/E under this Agreement will be the skill and care used by members of A/E's profession practicing under similar circumstances at the same time and in the same locality. A/E acknowledges and agrees that Owner shall not be obligated to monitor whether A/E has complied with applicable rules, laws, regulations and ordinances. A/E shall indemnify and hold harmless Owner from and against any and all claims, demands, payments, losses, liabilities, suits or obligations of any kind raised, paid or incurred by or against Owner to the extent of the negligent acts, errors or omissions of the A/E in providing the Services or in performing its obligations under this Contract. *A/E shall not be liable under this agreement for delays, the cause of which are beyond A/E's reasonable control.*
19. A/E's and Owner's Obligations:

- 19.1 Throughout the term of this Contract, (i) Owner shall regularly consult with A/E in order to clarify and define Owner's requirements for the Project; (ii) A/E shall coordinate its activities with Owner and Owner's other consultants and contractors in order to sequence the Services as applicable with other Services to be performed by Owner and the other consultants and contractors; and (iii) A/E shall advise Owner of any anticipated delay in meeting the Completion Dates, and the reason for such delays immediately upon A/E becoming aware of such anticipated delays.
- 19.2 A/E shall supervise and direct all employees, agents and sub-consultant performing any of the Services to be performed by A/E pursuant to this Contract. All such Services shall be performed in accordance with the professional standard of care set forth in Article 18.
- 19.3. A/E shall not hire or employ any consultant, sub-consultant, supplier or any other person or organization without the prior written approval of Owner, which approval shall not be unreasonably withheld or delayed. However, no such approval by Owner shall constitute any warranty as to the fitness or ability of any approved person or organization. A/E shall be solely responsible for all acts or omissions of any consultant, sub-consultant, suppliers or any other person or organization employed or hired by A/E, as if such error or omission had been performed by A/E directly. A/E shall be solely responsible for all monies due to any consultant, sub-consultant, supplier or person or organization hired or employed by A/E, and A/E shall indemnify, defend and hold harmless Owner from and against any and all claims or demands for such payment.

20. Entire Agreement: The Contract Documents constitute the entire agreement between Owner and A/E with respect to A/E's obligations with respect to the Project.
21. Confidentiality: A/E may not report or disclose any information to any third parties, including, without limitation, any governmental agency, at any time, except with the written consent of Owner or as may be required by law, regarding (i) any violations or potential violations of any laws, rules, regulations or codes applicable to the Site; or (ii) hazardous substances or other materials located on the Site, the presence of which is regulated by any applicable laws, rules, regulations or codes. Notwithstanding the above, A/E may disclose information regarding the Project to its engineers, contractors, and environmental consultants and to the other consultants and contractors working on the Project, provided that such parties are made aware of the non-disclosure obligation included herein and agree, in writing for the benefit of Owner, to be bound by such obligation of non-disclosure.

Owner hereby proposes to engage A/E to perform professional services for the above-named Project in accordance with the terms and conditions of this Contract.

ASHBURN CAMPUS, LLC

By: ERICKSON RETIREMENT COMMUNITIES, LLC,
Member

By: Wayne M. Rush

Name: Wayne M. Rush

Title: Vice President

AGREED AND ACCEPTED THIS 22 DAY OF August, 2006.

Dewberry & Davis, LLC

By: William F. Fessoc

Name: William Fessoc

Title: Sen. V.P.

APPROVED AS TO LEGAL
SUFFICIENCY [Signature]

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN

ASHBURN CAMPUS, LLC

AND

DEWBERRY & DAVIS, LLC

EXHIBIT A

SCHEDULE OF SERVICES

Land Development Engineering and Boring Stakeout Services

Refer to the attached Dewberry & Davis, LLC. proposal dated April 27, 2006 and Revised on July 7, 2006.

SCOPE OF SERVICES

1. Boundary and Topographic Survey

Dewberry will utilize boundary and topographic information which was previously prepared under separate contract for the preparation of the final site plan. Should the discovery of unusual conditions in the field arise during the preparation of the plan, Dewberry will provide the necessary as-built services for a fee to be determined once the scope of the work is known.

2.1. Site Plan (Phases 1 thru 4)

This item will consist of the work required to prepare 1"=20' site plans for permitting including onsite storm sewer, sanitary sewer, water mains, underground conduits, grading, building location, surface parking, landscaping, erosion controls, BMP designs and required submission to Loudoun County and LCSA for review and approval. The plans will be submitted to the client and the architect for review and comment upon completion of the schematic design phase, the permit document phase and finally at the construction document phase. Construction documents will be prepared in accordance with Erickson Retirement Communities requirements. In addition the construction documents will incorporate gas, power, telecommunication and facilities management control utilities with the assistance of the architect and MEP engineer. We understand that in the preparation of the site plan we will have the assistance of an architect, a landscape architect, wetlands scientist, mechanical engineer, electrical engineer, structural engineer, soils engineer, soils testing laboratory, underground utility location specialist, and an attorney. The services provided by these consultants shall include, but not necessarily be limited to, the building, all structural engineering requirements, all geotechnical requirements, all landscaping, all wetlands permitting and mitigation and site lighting. Dewberry shall be held harmless from errors or omissions by these consultants. Attachment B of this proposal is a list of items needed from others for the preparation of the Site Plans. It should also be noted that should site retaining walls be necessary within the BMP ponds, along the floodplain and/or in other areas within the site, Dewberry will provide these design services, if requested, for a fee once the full scope of the work is known. For purposes of this contract, it will be assumed that an adequate outfall will be provided within the adjoining floodplain. In addition, this scope and fee assumes utilizing the existing floodplain as provided by Loudoun County Mapping.

A. Siltation and Erosion Control Plan

We propose to design the necessary systems for onsite siltation and erosion control in conformance with the requirements of Loudoun County with regard to the development of your property.

B. Quantity Takeoff

Once the plans have been designed, we will be required to supply Loudoun County and LCSA with detailed quantity takeoff estimates for all public and private improvements so that the developer's bonds for the project can be established.

C. Soils Requirements

This item will consist of preparing soil requirements sheets for inclusion in the site plan package, per information furnished by a certified soils engineer. We shall be held harmless from errors and/or omissions contained in the report.

D. Landscape Plan

A landscape plan will accompany the submission of the site plan as required by Loudoun County in accord with Section 5-1400, Buffering and Screening, of the Zoning Ordinance. The purpose of Section 5-1400 addresses the landscaping of parking lots and the screening and buffering between non-compatible land uses. Dewberry will prepare the landscape plan at the same graphic scale of the site plan and show materials, sizes, installation methods and details for the required landscaping associated with the parking areas, transitional screening and proffered conditions. For purposes of the permit documents, the plan will not include special design features such as signage, building foundation landscaping, lighting, irrigation and other site-related amenities not required by Section 5-1400. This plan will be made a part of and will be submitted with the site plan for review. The construction documents provided to the client will include irrigation, lawns, building foundation landscaping and other site design features not required by the County. Dewberry will coordinate with the clients landscape architect, Lewis Sculley Gionet, all landscape related plans and requirements for the project. Please note that irrigation and site lighting designs are services to be provided by others.

E. Earthwork Takeoff

An earthwork approximation will be made when the final design concept and grading has been established. The client will be advised of the quantities. This firm does not guarantee that the cut and fill quantities will balance; this estimate is an approximation.

F. Meetings

Dewberry will attend weekly progress meetings with the design team as well as separate monthly coordination meeting with the client and architect for an assumed design period of 5 years. Dewberry will also attend meetings with government agencies during the

design and review of the plans. For purposes of this proposal it will be assumed that two to three meetings will be required with the government agencies for each plan. All other meetings will be billed on an hourly basis in accordance with the attached hourly rate schedule A.

Fee: \$75,000.00 Hourly Not to Exceed

G. Specifications

Dewberry will prepare the necessary Division 2 site civil specifications as it relates to the development of the project and in accordance with Erickson Retirement Communities requirements.

H. Permits

Dewberry will assist the owner in obtaining the various permits needed for site development. These permits include but are not limited to VDOT entrance permits if required, water, sewer, Virginia Stormwater Management Permit and site grading permit. It will be assumed for purposes of this proposal that all permits required to disturb wetlands will be secured by the owner's wetland consultant. The owner will be responsible for any required fees and bonds needed to secure the various site permits.

I. Address Plat.

Dewberry will prepare the necessary address plat for the property. The plat will be submitted to Loudoun County for purposes of assigning building addresses.

J. Water Analysis

Dewberry will prepare an overall water system analysis for the campus. An analysis will also be done for each phase to ensure that adequate pressures and flows will exist as each phase is developed.

Fee: Items 2.1A - 2.1J: \$1,110,600.00 (See attached fee chart for fee by phase break down) (Excludes structural design of site walls)

2.2 Site Plan (Sales and Marketing Trailers)

Dewberry will prepare a separate 1"=20' site plan for the Welcome Center and Construction Trailer Compound. The plan will contain all requirements set forth in item 2.1. For purposes of this contract, it will be assumed that an adequate outfall will exist within the adjoining floodplain and that due to the low imperviousness proposed, BMP's will be waived. It will also be assumed

that the trailer compound will utilize bottled water and bladder tanks for sewer. The plan will be processed thru Loudoun County and LCSA as a final site plan application.

Fee: \$32,000.00 Lump Sum

3. Plats

A. Onsite Easement Plat

Dewberry will prepare the plats that will include all onsite easements for storm sewer, sanitary sewer, and water mains. The plats will be prepared in conformance with the standards and requirements of Loudoun County and made suitable for recordation among their land records.

**Fee: Phases 1 thru 3: \$25,000.00 Lump Sum Each Plat
Phase 4: \$17,000.00 Lump Sum**

B. Offsite Easement Plat

If required, Dewberry will prepare the necessary plats that will include all offsite easements for storm sewer, sanitary sewer, water mains and grading. These plats will be prepared in conformance with the standards and requirements of Loudoun County and made suitable for recordation among their land records. This scope and fee assumes the use of existing deed information and does not include field survey services.

Fee: \$5,500.00 Lump Sum (Each Plat)

4. Construction Observation and Shop Drawing Review

Dewberry shall visit the site at intervals appropriate to the stage of construction for those improvements proposed with the civil drawings as agreed upon between Dewberry and the Client. Visits will be for the purpose of determining if the site work is being performed in a manner indicating that such work, when completed, will be in general accordance with the contract drawings and/or specifications.

This shall be limited to a visual, nondestructive observation only of readily accessible, non-hazardous areas. No excavations or material analyses will be conducted. Observations performed under this contract item shall not substitute for any required State or County inspections.

Ms. Dawn Yeager
(Revised July 7, 2006)
April 27, 2006
Page 6

D&D Proposal No. 10029130R

Based on field observations and evaluations, Dewberry will assist the client in determining the amount of completion for portions of the site work. Dewberry will prepare the necessary reports and exhibits as requested to facilitate the client in evaluating the progress of the work.

Dewberry will prepare bond reductions to assist the client in reducing bonds and/or letters of credit.

In addition, Dewberry will review shop drawings and RFI's as required for site specific items proposed on the civil site plan.

A representative of Dewberry will also attend bi-weekly construction progress meetings.

Additional services may be requested and an additional fee amount will be established once the scope of additional services are known.

Fee: \$290,000.00 Hourly Not to Exceed (See attached fee chart for a fee by phase breakdown)

5. Construction Document/Master Plan Revisions

This item consists of the work due to revisions requested by the owner, and/or design team to the permit documents and construction documents after plan approval. Dewberry will revise the plans as requested and submit to the appropriate reviewing agencies as required for review. This scope includes revisions which are in general conformance with the current master plan. Revisions that are not in general conformance with the current master plan will be prepared for an additional fee which will be negotiated once the scope of the revision is known.

Fee: \$168,000.00 Hourly Not to Exceed (See attached fee chart for a fee by phase breakdown) :

6. Geotechnical Requirements

This Proposal/Contract does not include any geotechnical services, including, but not limited to, core borings, probing, subsurface explorations, inspections, testing, the preparation of soils reports, or soils-related design improvements. These services shall be performed by others. It is recommended that you retain a soils engineer to perform testing and to furnish Dewberry with the soils information. Test boring locations will be provided by Dewberry upon request.

**Fee: Test Boring Stakeout: \$50.00 (Per Boring)
(Assumes approximately 186 borings, \$9,300.00 Estimated Cost)**

7. Additions/Revisions

Dewberry will provide the work included in this proposal at the fees specified to the extent necessary to release documents suitable for construction and for purposes of obtaining site plan approval and permitting for civil work on the project. Dewberry reserves the right to obtain an adjustment in the fee due to changes in the Scope of Services not provided for herein and outside our control and beyond our view. Our Proposal/Contract is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect as of the date of this Proposal/Contract. Any modifications to the scope of the project by the client after the first submission and/or revision or modification to the ordinances and regulations which require Dewberry to perform additional work will be submitted to the client for approval as an addendum to the contract.

8. Printing and Delivery Costs

The cost plus 15% on all travel, prints or copies of reports will be billed to you as they are ordered and are due and payable upon receipt.

Fee: \$60,000.00 Budget Estimate (See attached fee chart for a fee by phase breakdown)

9. Exclusions

We exclude from the scope of our Proposal/Contract all underground utility location services, architectural services, structural engineering services, mechanical/electrical engineering services, comprehensive landscape plans, soils engineering, soils laboratory services, hydrostatic engineering, and/or other work not specifically stated herein. Any requirements for a radon level evaluation or specialized BMP laboratory work is excluded. All fees required by public agencies for the review and approval of plans, plats, etc., are the responsibility of the client.

10. Terms and Conditions

Work performed on a lump sum basis will be billed on a monthly basis based on percentage of work complete. Work performed on an hourly basis will be billed monthly in accordance with the current hourly rates in effect for Dewberry. The current schedule, Attachment A, is made a part of this Proposal/Contract/Agreement and is subject to revision. The design fees stated assumes a project duration of five years and the construction observation fees assume a project duration of 8 years from the time that these services are agreed upon. Should the duration of this project exceed this period, Dewberry shall have the right to renegotiate the fees for the various services ongoing at that time.

Dewberry is an equal opportunity employer and as such complies with Section 202 of Executive Order 11246 as amended.

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN

ASHBURN CAMPUS, LLC

AND

DEWBERRY & DAVIS, LLC

EXHIBIT B

FEE SCHEDULE

Land Development Engineering and Boring Stakeout Services

Refer to the attached Dewberry & Davis, LLC. proposal dated April 27, 2006 and Revised on July 7, 2006.

Attachment A

STANDARD HOURLY BILLING RATE SCHEDULE

Washington Metropolitan Area
Engineering/Planning/Landscape Architecture/Surveying Services

CADD Technician I - II - III - IV

Drafter I - II

Engineer/Planner/Landscape Architect VII - VIII - IX

Engineer/Planner/Landscape Architect IV - V - VI

Engineer/Planner/Landscape Architect I - II - III

Resident Engineer I - II

Resident Construction Technician I - II

Survey/Computer I - II - III - IV

Technical Assistant I - II - III - IV

Word Processor I - II - III/Admin Professional

Survey Field Crew

Survey Field Crew (3-Person)

Note: If a 4 Man Crew is required the additional technician will be billed at standard hourly rates

Reimbursable Expenses

(Including subconsultants, courier, postal services, etc.)

Principal

Hourly Rates

\$55.00 - \$65.00 - \$70.00 - \$80.00

\$60.00 - \$65.00

\$125.00 - \$140.00 - \$160.00 - \$170.00 -
\$180.00 - \$190.00 - \$200.00

\$100.00 - \$105.00 - \$115.00

\$70.00 - \$80.00 - \$90.00

\$75.00 - \$90.00

\$50.00 - \$60.00

\$55.00 - \$75.00 - \$85.00 - \$100.00

\$40.00 - \$45.00 - \$50.00 - \$60.00

\$55.00 - \$60.00

\$130.00

\$155.00

Cost + 15%

\$180.00-\$200.00

Ms. Dawn Yenger
 (Revised July 21, 2006)
 (Revised July 7, 2006)
 April 27, 2006
 Page 9

D&D Proposal No. 10029130R3

FEE SCHEDULE

Phase	Master Planning Updates (HNTE)	SD's (LS)	Permit Documents (LS)	CD's (LS)	CA (HNTE)	Meeting s (HNTE)	Reimbursables
Phase I	\$50,000	\$80,640	\$223,920	\$85,000	\$80,000	\$25,000	\$20,000
Phase II	\$44,000	\$57,600	\$141,800	\$72,000	\$75,000	\$20,000	\$15,000
Phase III	\$41,000	\$57,600	\$146,800	\$70,000	\$75,000	\$20,000	\$15,000
Phase IV	\$33,000	\$34,560	\$89,680	\$51,000	\$60,000	\$10,000	\$10,000

Item 2.2	Sales and Marketing Center Site Plan	\$32,000.00 Lump Sum
Item 3.A	Onsite Easement Plat (Phases 1-3)	\$25,000.00 Lump Sum Each Plat
	(Phase 4)	\$17,000.00 Lump Sum
Item 3.B	Offsite Easement Plat	\$5,500.00 Lump Sum Each Plat
Item 6.	Test Boring Stakeout	\$50.00 (Per Boring)
		(Estimate 186 Borings or \$9,300.00)

E. 1 / BOM

MEMORANDUM

TO: Dawn Yeager
FROM: Tom Whipp
DATE: August 22, 2006
RE: Addendum to Proposal #10029130R Addendum #1
Erickson Retirement Communities Campus at Ashburn

Scope of Services

1. Dewberry will prepare a Tree Conservation Plan for Neighborhood 1 in conformance with the requirements of Section 7.301 of the Loudoun County Facility Standards Manual. Dewberry will field locate the limits of clearing. Dewberry will then evaluate and write a narrative on the critical root zone of those trees disturbed by the clearing and identify measures needed to protect those specimen trees before, during and after construction. The narrative will be a part of the final site plan.

Fee: \$5800.00 lump sum

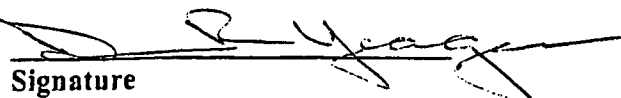
EQ/10 TREE

Please sign one copy of this addendum below and promptly return one copy to us. If you are not in agreement with the services stated, please contact us immediately.

Sincerely,

Thomas R. Whipp
Senior Associate

I am in agreement with the services, fee and billing basis as outlined above


Signature

9/7/06
Date



Dewberry

MEMORANDUM

DATE: October 5, 2006
TO: Dawn Yeager
FROM: Tom Whipp
RE: Addendum #2 to Dewberry Proposal #10029130

Scope of Services

1. ALTA Boundary Survey *E015ALTA*

We will furnish you a boundary survey of the site based on your request in accordance with the requirements of the ALTA Class A Standards provided by your office (see Table A). We will perform the services required to accurately determine the boundary line, establish the metes and bounds of the parcel, and the square footage.

If Dewberry is provided a complete and up-to-date title report which includes all plats, deeds and other documents required to locate all of the easements and encumbrances delineated by the title report, then these easements and encumbrances will be shown on our final plat. When the final boundary determination is made, all property corners will be properly monumented in the field.

Fee: \$15,000 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

M E M O R A N D U M

DATE: October 16, 2006
TO: Dawn Yeager
FROM: Tom Whipp
RE: Addendum #3 to Dewberry Proposal #10029130

Scope of Services

1. As-Built Survey

As-built survey of existing road improvements along Loudoun County Parkway for new business services entrance.

Fee: \$3,200 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: October 20, 2006
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #4 to Dewberry Proposal #10029130

Scope of Services

1. Prepare a Subdivision Waiver Plat for the E St John LLC property.

Fee: \$5,960.00 Lump Sum

2. Dewberry will address County comments as required.

Fee: \$4,000.00 Hourly Basis (Budget Estimate)

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

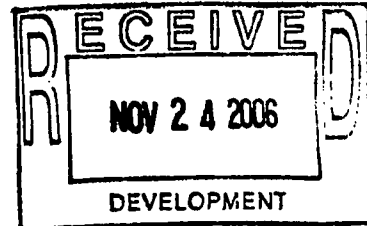
Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: November 21, 2006
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #5 to Dewberry Proposal #10029130



Scope of Services

1. Lower NH-1 grades by 1.5 feet. Revise CB-1.0 and 1.2 entry drives, revise fire lanes serving CB-1 courtyard, revise entry to E St. John, shift RG parking 10 feet.

Fee: \$55,415.00 Lump Sum *EØ16 ENGS*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]

Signature of Authorized Representative

12/22/06

Date

Dawn R. Yeager - Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: November 28, 2006
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum #6 to Dewberry Proposal #10029130

Scope of Services

1. ALTA Boundary Survey

ED/7ASRV

We will furnish you a boundary survey of the site based on your request to include the entire parcel B-1 as shown on subdivision waiver plat prepared by Dewberry dated October 16, 2006 (RPA-667-LC) in accordance with the requirements of the ALTA Class A Standards provided by your office (see Table A). We will perform the services required to accurately determine the boundary line, establish the metes and bounds of the parcel, and the square footage.

Dewberry will utilize the previously submitted title report to locate all of the easements and encumbrances delineated by the title report, then these easements and encumbrances will be shown on our final plat. When the final boundary determination is made, all property corners will be properly monumented in the field.

Fee: \$8,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

12/7/06
Date

Dawn R. Yeager, Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

Ashby Ponds ALTA
12/7/2006

1 st	2 nd	Difference
544	544	410
215	215	179
841	841	80
1109	1109	80
840	840	50
293	293	1335
223	223	208
840	840	302
900	900	272
1093	1093	285
1508	1508	99
1813	1813	834
156	410	66
11	179	52
547	80	23
1191	80	163
48	50	23
51	1335	52
94	208	258
12	302	236
12129	272	11
	285	470
	99	234
	834	34
	66	47
	52	34
	23	5835
	163	
	23	
	52	
	258	
	236	
	11	
	470	
	234	
	34	
	47	
	34	
	15854	

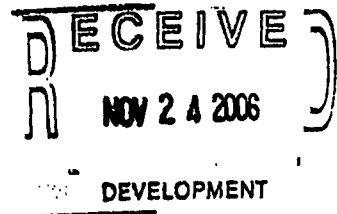
Footage = 0.481078

Iron Pipes - set an additional 15 pipes. Original had 19 pipes set.

Cost = 0.533333

MEMORANDUM

DATE: November 21, 2006
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum #5 to Dewberry Proposal #10029130



Scope of Services

1. Lower NH-1 grades by 1.5 feet. Revise CB-1.0 and 1.2 entry drives, revise fire lanes serving CB-1 courtyard, revise entry to E St. John, shift RG parking 10 feet.

Fee: \$55,415.00 Lump Sum *EQUUS*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

12/22/06
Date

Dawn R. Yeager - Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

AS A S VOM

Whipp, Tom

From: Whipp, Tom
Sent: Friday, December 08, 2006 9:49 AM
To: 'Dawn Yeager'
Subject: contract #10029130 addendum #5

Dawn, here is the long awaited backup for this.

- Revise CB 1 entry drive (7 foot shift).....\$2140.00
- Revise 1.2 entry drive (25 foot shift).....\$2575.00
- Revise fire lanes for CB courtyard.....\$2400.00
- Regrade site to lower 1.5 feet and profile utilities.....\$39,900.00
- Rerun pond and rain garden comps.....\$8400.00

TOTAL \$55,415.00

Also, The Gloucester Phase 1 County review fee is \$5982.82 Please make check payable to County of Loudoun. Fee: base fee of \$2750 + 0.00075 x performance bond of \$4,517,093.31.

We also need a new site plan review fee for the Business Service Center due to an increase in the "site area" of the site plan. The new site area is 11.52 acres. The new review fee is \$5894.40. Fee: \$4800 base + 11.52 x \$95.

Please call me with any questions.

12/8/2006

MEMORANDUM

DATE: December 5, 2006
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #7 to Dewberry Proposal #10029130

RECEIVED
DEC - 7 2006

DEVELOPMENT

Scope of Services

Revise the Business Service Center site plan to reflect the new entrance alignment, and ultimate berms along a portion of the E St. John Property.

Fee: \$11,350.00 Lump Sum

EQ18RVSP

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

12/22/06
Date

Dawn R Yeager - Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4081



DEC 1 - 1990

Denise Wojciechowski

From: Whipp, Tom [TWhipp@Dewberry.com]
Sent: Monday, December 18, 2006 3:02 PM
To: Denise Wojciechowski
Subject: RE: Invoice and Addendum Information

Denise, please see attached breakdown for addendum #5.

Addendum # 7 breakdown is as follows:

- Layout and grading \$3520
- Road profile \$1320
- Erosion/siltation plans \$2645
- Storm design and comps \$1330
- Site tabs \$165
- Bond estimate \$330
- Plan check \$2040
- TOTAL \$11,350.00**

Backup for meeting time on Invoice #299699;

2 hours at \$170 – meeting on 10-24-06 with Loudoun County to discuss overall project BMP strategy.

From: Denise Wojciechowski [mailto:dwojciechowski@ericksonmail.com]
Sent: Wednesday, December 13, 2006 4:17 PM
To: Whipp, Tom
Subject: Invoice and Addendum Information

Tom,

Can you send the back up for the following items:

Addendum #7 (proposal 10029130)
Addendum #5 (proposal 10029130)
Invoice #299699 (project #10024690)

Please send this information as soon as possible they will not be valid or processed until then. Should you have any questions please contact Dawn or me. Thank you!

Denise Wojciechowski

Mid-Atlantic Deve. Admin. Asst.
Erickson Retirement Communities
410-242-2880 ext. 8666 Office
410-737-8862 Fax
443-850-8965 Cell

Visit Dewberry's website at www.dewberry.com

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12/19/2006

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12/19/2006

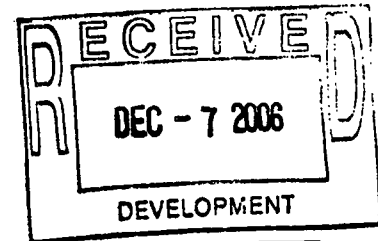
1000

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Book

MEMORANDUM

DATE: December 5, 2006
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum #7 to Dewberry Proposal #10029130



Scope of Services

Revise the Business Service Center site plan to reflect the new entrance alignment, and ultimate berms along a portion of the E St. John Property.

Fee: \$11,350.00 Lump Sum

ED18 RVSP

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

12/22/06
Date

Dawn R Yeager - Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

E-1

[Signature]
~~James Casey~~

MEMORANDUM

DATE: December 19, 2006
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #8 to Dewberry Proposal #10029130

Scope of Services

Revise the Subdivision Waiver Plat and ALTA survey to reflect right of way frontage on ex. Smith Switch Road for Parcel B2.

Fee: \$2,500.00 Lump Sum

E019RVSA

Fee Breakdown:

Re-comp parcels and revise subdivision waiver - \$1,300.00 Lump Sum
Revise ALTA survey - \$1,200.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]

Signature of Authorized Representative

3/5/07

Date

Dawn R. Yeager

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

E.1


MEMORANDUM

DATE: December 21, 2006
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum #9 to Dewberry Proposal #10029130

Scope of Services

Update latest revised ALTA survey issued 12/14/06 with new title report prepared by Chicago Title received on 12/20/06.

Fee: \$2,300.00 Lump Sum

EXP. REVISED

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name



Signature of Authorized Representative

3/5/07
Date

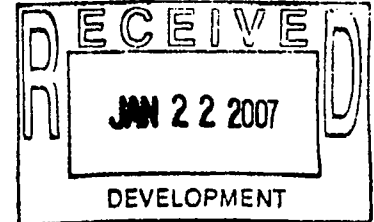
Dawn K. Yeager

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: January 17, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #10 to Dewberry Proposal #10029130



Scope of Services

E023RPLN

Revise the Business Services Site Plan to a SPAM for temporary construction trailers.

Fee: \$6,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature] *1/26/07*
Signature of Authorized Representative Date

Dawn R. Yeager
Print (Type) Name of Authorized Representative and Title

RECEIVED

JAN 31 2007

Dewberry

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

E-1

MEMORANDUM

DATE: March 2, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #11 to Dewberry Proposal #10029130

Scope of Services

Revise plan area to incorporate soil borrow area.

Fee: \$6,800.00 Lump Sum

E-04 REV P

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative _____ Date _____

Dawn R Yeager
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: April 13, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #12 to Dewberry Proposal #10029130

Scope of Services

Stakeout temporary power line and power shed for the construction compound. Tall guard stakes will be set every 100 feet for the line, and four offset stakes will be set for the shed.

Fee: \$1,250.00 Lump Sum *EØ25STKE*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

4/18/07
Date

Dawn Yeager Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

E1

MEMORANDUM

DATE: April 16, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #13 to Dewberry Proposal #10029130

Scope of Services

Stake limits of construction for the temporary construction compound.

Fee: \$4,500.00 Lump Sum *E026LMTS*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

D. Yeager *5/3/07*

Signature of Authorized Representative Date

Dawn Yeager Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

E-1

MEMORANDUM

RECEIVED

DATE: May 1, 2007
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum #14 to Dewberry Proposal #10029130

MAY 09 2007

Dewberry

Scope of Services

Stake trailer footing blocks.

Fee: \$2,500.00 Lump Sum E027 SURV

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

5/4/07
Date

Dawn Yeager - Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: May 11, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #15 to Dewberry Proposal #10029130

Scope of Services

Re-stake temporary power line and power shed for the construction trailers.

Fee: \$650.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

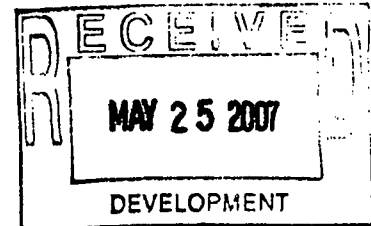
Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: May 18, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #16 to Dewberry Proposal #10029130



Scope of Services

Update latest revised ALTA survey issued 12/20/06 with new title report prepared by Chicago Title received on 5/16/07 (additional addendum may be written to cover requirements for a future ALTA Survey recertification proposed by Morgan Stanley).

Fee: \$2,300.00 Lump Sum *ED29SRVA*

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

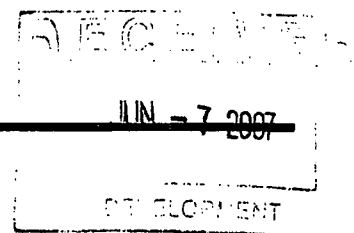
5/31/07
Date

Dawn R. Yeager Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM



DATE: June 4, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #17 to Dewberry Proposal #10029130

Scope of Services

Provide horizontal location plan for existing utilities along Loudoun County Parkway for the entrance to the trailer compound.

Fee: \$2,600.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

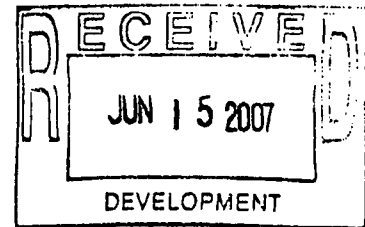
6/19/07
Date

DAWN D. YEAGER *DIRECTOR OF DEVELOPMENT*
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: June 12, 2007
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum #18 to Dewberry Proposal #10029130



Scope of Services


Stake centerline of 30 foot linear park easement for field walk by County staff.

Fee: \$1,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

 6/18/07
Signature of Authorized Representative Date

Dawn Yeager, Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: June 28, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #19 to Dewberry Proposal #10029130

EP32 STKP

Scope of Services

Stake new power pole alignment for Dominion Virginia Power.

Fee: \$700.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

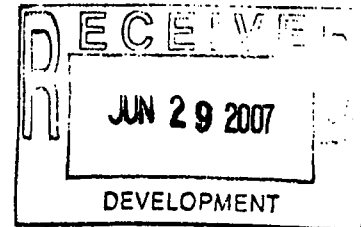
6/29/07
Date

Dawn R. Yeager, Director of Development
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: June 28, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #20 to Dewberry Proposal #10029130



E033RUSN

Scope of Services

Prepare a revision to the temporary construction trailer SPAM to reflect sales trailer uses.

Fee: \$950.00 Lump Sum

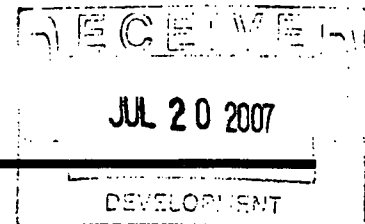
The foregoing addendum of Dewberry & Davis LLC is accepted:

Dawn R. Yeager, Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

[Signature] *6/29/07*
Signature of Authorized Representative Date

Dawn R. Yeager, Director of Development
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091



MEMORANDUM

81

DATE: July 13, 2007
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum #21 to Dewberry Proposal #10029130

Scope of Services

E034FNLP

Set final pipe for the limits of the 30 foot Linear Park Easement.

Fee: \$2,800.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

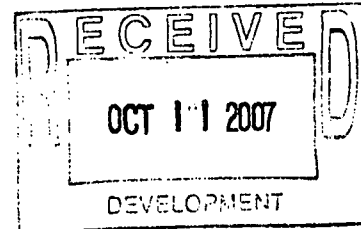
7/30/07
Date

Dawn R. Yeager, Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: October 5, 2007
TO: Dawn Yeager
FROM: Tom Whipp TRW
RE: Addendum #22 to Dewberry Proposal #10029130



Scope of Services

Prepare two (2) exhibits and two (2) descriptions for the two (2) outlots south of Gloucester which were created due to the road dedication.

Fee: \$2,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

10/15/07

Date

Dawn R. Yeager

Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: November 16, 2007
TO: Dawn Yeager
FROM: Tom Whipp *TRW* *NH #1*
RE: Addendum #23 to Dewberry Proposal #10029130

Scope of Services

Dewberry will prepare ASI #2 which will consist of updating power, phone and cable conduit based on ASI #1 previously issued by Kibart.

Fee: \$2,400.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Theodore J. Sirko

Signature of Authorized Representative

11/26/07

Date

Theodore J. Sirko

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

NOV 21 2007

MEMORANDUM

DATE: November 16, 2007
TO: Dawn Yeager *NH 1*
FROM: Tom Whipp *TRW*
RE: Addendum #24 to Dewberry Proposal #10029130

Scope of Services

Set stakes (6) along bottom contour of future pond #3 for test borings.

Fee: \$750.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Theodore J. Sivilko

Signature of Authorized Representative

11/26/07

Date

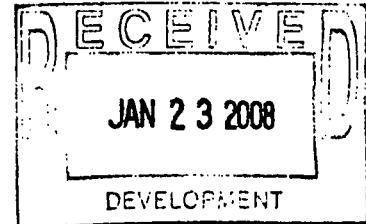
Theodore J. Sivilko

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: January 18, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum #25 to Dewberry Proposal #10029130



Scope of Services

Prepare ASI #25 which includes various site revisions to the NH-1 construction documents.

Fee: \$10,500.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

LUIS MORILLO

Print (Type) Individual, Firm or Corporate Name

[Signature]

Signature of Authorized Representative

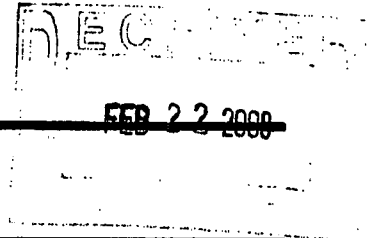
2-6-08

Date

LUIS MORILLO - DEVELOPMENT DIRECTOR

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091



MEMORANDUM

DATE: February 19, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum #26 to Dewberry Proposal #10029130

Scope of Services

Revise the grading permit to allow additional clearing for the purpose of placing soil borrow material within the clearing limits.

Fee: \$5,500.00 Hourly Not to Exceed

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON

Print (Type) Individual, Firm or Corporate Name

Luis Morillo

Signature of Authorized Representative

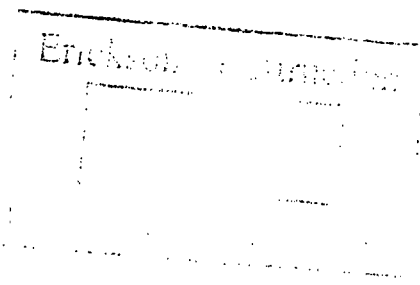
3.27.08

Date

LUIS MORILLO

DEVELOPMENT DIRECTOR

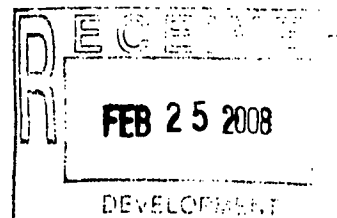
Print (Type) Name of Authorized Representative and Title



Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: February 21, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum #27 to Dewberry Proposal #10029130



Scope of Services

Prepare foundation designs for the masonry fence pillars, entry sign walls and trellis piers.

Fee: \$4,200.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

3-27-08

Date

LUIS MORILLO *DEVELOPMENT DIRECTOR*
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: March 11, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum #28 to Dewberry Proposal #10029130

Scope of Services

Prepare ASI #5 which includes revisions to storm water sanitary parking and grades due to RG 1.5 entry. Putting green, gas conduit, 1.1 roof drains, and relocate trash and garden bed areas. Revision to LCSA and County required.

Fee: \$17,850.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON.

Print (Type) Individual, Firm or Corporate Name

Luis Morillo

Signature of Authorized Representative

3.27.08

Date

LUIS MORILLO DEVELOPMENT DIRECTOR

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: April 1, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum #29 to Dewberry Proposal #10029130

Scope of Services

Dewberry will prepare the Dominion Power easement line work for the campus primary feed from Gloucester Parkway to the switch gear pad.

Fee: \$2,500.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES
Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

4.8.08
Date

LUIS MORILLO - DEVELOPMENT DIRECTOR
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: April 7, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum #30 to Dewberry Proposal #10029130

Scope of Services

Dewberry will evaluate design options for Pond #3 to accommodate access drive to NH-4 and minimize impact to ILB 3.3.

Fee: \$5,000.00 Hourly Basis (Budget Estimate)

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON

Print (Type) Individual, Firm or Corporate Name

Luis Morillo

Signature of Authorized Representative

4.16.08

Date

LUIS MORILLO DEVELOPMENT DIRECTOR

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: April 7, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum #31 to Dewberry Proposal #10029130

Scope of Services

Prepare easement plats for Dominion, Verizon and Comcast service lines into the site.

Fee: \$2,500.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON

Print (Type) Individual, Firm or Corporate Name

Luis Morillo

Signature of Authorized Representative

4-16-08

Date

LUIS MORILLO

DEVELOPMENT DIRECTOR

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: April 24, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum #32 to Dewberry Proposal #10029130

Scope of Services

Field locate temporary utility shed and three power poles at construction entrance to determine any impact with proposed gas main.

Fee: \$600.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES
Print (Type) Individual, Firm or Corporate Name

Luis Morillo
Signature of Authorized Representative

4.29.08
Date

LUIS MORILLO DEVELOPMENT DIRECTOR
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: May 22, 2008
TO: Luis Morillo
FROM: Tom Whipp *TRW*
RE: Addendum #33 to Dewberry Proposal #10029130

Scope of Services

Dewberry will revise the NH-1 plan to reflect parking, utility and grade changes as required for the new RG footprint. Dewberry will submit a plan revision and prepare an ASI as required.

Fee: \$16,125.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

D. R. Yeager

Signature of Authorized Representative

6/5/08

Date

DAWN R YEAGER

Print (Type) Name of Authorized Representative and Title

OK
6/5/08

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: May 22, 2008
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #34 to Dewberry Proposal #10029130

Scope of Services

Dewberry will stake the three (3) well option locations and a portion of existing watermain within 25 feet of the well locations.

Fee: \$800.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

Dawn Yeager

Signature of Authorized Representative

5/28/08

Date

Dawn R. Yeager - Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091



1503 Edwards Ferry Road
Suite 200
Leesburg, Virginia 20176-6680

703 771 8004 • 703 478 1335 metro
703 771 4081 fax
www.dewberry.com

April 24, 2008

Addendum # 35

Mr. Luis Morillo
Erickson Retirement Communities
703 Maiden Choice Lane
Catonsville, MD 21228

Dear Mr. Morillo:

In response to your verbal request, the following outlines the scope of services to be performed by Dewberry as well as the billing basis and fee for said services. Please note that hourly work shall be billed in accordance with Dewberry's current hourly basis billing rates.

Project Name: Erickson Retirement Communities - Ashburn Campus

Work Ordered: 1. Phase 1 Meetings

Fee: \$15,000.00 Additional (\$25,000.00 previously authorized) for a total of \$40,000.00 Hourly Not to Exceed

Contract: 10029130 E008P1MT

2. Dewberry to prepare foundation designs for the masonry fence pillars, entry sign walls and trellis piers.

Fee: \$4,000.00 Additional (\$4,200.00 previously authorized) for a total of \$8,200.00 Lump Sum

Contract: 10029130 E047FDGN

We will proceed with the services of this additional work upon receipt of this fully executed letter. Please sign below and promptly return the copy to us to acknowledge your verbal request for these services. If you are not in agreement with the services stated, please contact us immediately.

Sincerely,

Thomas R. Whipp
Senior Associate

I am in agreement with the services, fee and billing basis as outlined above.

Signature

Date

MEMORANDUM

DATE: August 12, 2008
TO: Dawn Yeager
FROM: Tom Whipp *TRW*
RE: Addendum #36 to Dewberry Proposal #10029130

Scope of Services

Dewberry will stake well locations 6A, 6B and 6C. Two offset hubs will be provided for each location. 457SW10.16040.13210

Fee: \$600.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]

Signature of Authorized Representative

8/18/08

Date

Dawn R. Yeager, Development Director

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: September 22, 2008
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum #37 to Dewberry Proposal #10029130/Erickson Retirement Communities
Ashburn Campus

Scope of Services

Dewberry will denote the location of the property line through the marketing center access road for demolition purposes. 457SW10.16040.13210

Fee: ~~\$5500.00~~ Lump Sum
\$550.00

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

D. R. Yeager

Signature of Authorized Representative

9/30/08
Date

DAWN R. YEAGER

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

6/5
Copies

MEMORANDUM

DATE: November 4, 2008
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum #38 to Dewberry Proposal #10029130/Erickson Retirement Communities Ashburn Campus

Scope of Services

Set tall guard stakes with existing ground elevations at the outer corners of ILB 3.4.
Provide Erickson with plan of stakeout. 457SW10.16040.13210

Fee: ~~\$1,000.00 Lump Sum~~
\$500.

ED64 GSTK
LOU

Increased
11/26/08

The foregoing addendum of Dewberry & Davis LLC is accepted:

DAWN R. YEAGER - ERICKSON RETIREMENT COMM.

Print (Type) Individual, Firm or Corporate Name

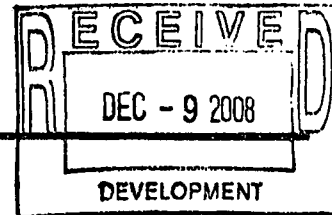

Signature of Authorized Representative

11/21/08
Date

DAWN R. YEAGER - DIRECTOR OF DEVELOPMENT

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091



MEMORANDUM

DATE: December 5, 2008
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum #39 to Dewberry Proposal #10029130/Erickson Retirement Communities
Ashburn Campus

Scope of Services

Revise sanitary and water mains to comply with new Loudoun Water separation criteria.
Revise RG and maintenance building due to relocation and footprint changes.
457SW10.16040.13210

Fee: \$22,000.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES

Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

1/22/09
Date

DAWN R. YEAGER, DEVELOPMENT DIRECTOR

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4081

MEMORANDUM

FEB 1 2009

Dewberry

DATE: February 5, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum #40 to Dewberry Proposal #10029130/Erickson Retirement Communities
Ashburn Campus

Scope of Services

Prepare graphics as required to process Proffer Amendment for Neighborhood 2
457SW 16040.13210
20

Fee: \$5,000.00 Hourly Basis (Budget Estimate)

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

2/12/09
Date

DAWN R. YEAGER DIRECTOR OF DEVELOPMENT

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: February 18, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum #41 to Dewberry Proposal #10029130/Erickson Retirement Communities
Ashburn Campus

Scope of Services

Prepare a FSM waiver request to allow the NH-2 bio-filter to remain in a fill condition.
457SW10.16040.13210.

Fee: \$500.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: February 18, 2009 (Revised April 8, 2009)
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum #42 to Dewberry Proposal #10029130/Erickson Retirement Communities
Ashburn Campus

Scope of Services

As-built topo to be performed in the area of the marketing trailer.
457SW10.16040.13210.

Fee: \$1,500.00 Lump Sum

RECEIVED

APR 23 2009

Dewberry

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES
Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

4/08/09
Date

DAWN R. YEAGER DIRECTOR OF DEVELOPMENT
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

changed to NT,
by K.F.

MEMORANDUM

DATE: February 18, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum #43 to Dewberry Proposal #10029130/Erickson Retirement Communities
Ashburn Campus

Scope of Services

Dewberry will prepare the structural drawings for the pond 3 primary outlet structure and the multi-barrel end walls. 457SW~~16~~16040.13210

20 Hourly
Fee: \$12,000.00 ~~Lump Sum~~

E471 DWGS

Fee Breakdown

Outfall Structure:
Engineer – 50 hours at \$120.00
Cadd Tech – 40 hours at \$70.00

Modified End Wall:
Engineer – 16 hours at \$120.00
Cadd Tech – 16 hours at \$70.00

N.T.E. Budget
3/12/09
TRW 3/24/09

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES

Print (Type) Individual, Firm or Corporate Name

[Signature]
Signature of Authorized Representative

3/23/09
Date

DAWN R YEAGER, DIRECTOR OF DEVELOPMENT

Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

MEMORANDUM

DATE: March 3, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum #44 to Dewberry Proposal #10029130/Erickson Retirement Communities Ashburn Campus

EC12 ASI

Scope of Services

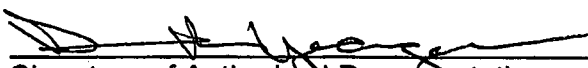
Dewberry will prepare an ASI to NH-1 for the relocated gardens and trash yard and the pond controller at 1.5. 457SW10.16040.13210.

Fee: \$2,550.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON RETIREMENT COMMUNITIES

Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

3/11/09
Date

DAWN R YEAGER DIRECTOR OF DEVELOPMENT
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

LO93
Sent to
Assoc. via
email
4/8

MEMORANDUM

DATE: April 1, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum #45 to Dewberry Proposal #10029130/Erickson Retirement Communities Ashburn Campus

Scope of Services

Dewberry will set three (3) tall guard stakes with existing grade elevation notes for test pit purposes. 457SW20.16040.13210

Fee: \$650.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

D. Yeager
Signature of Authorized Representative

4/6/09
Date

Dawn R. Yeager, Director of Development
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

Soft closed

MEMORANDUM

DATE: March 9, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry *TRW*
RE: Addendum #46 to Dewberry Proposal #10029130/Erickson Retirement Communities Ashburn Campus

Scope of Services

Dewberry will prepare the remaining occupancy as-built surveys for ILB 1.4, 1.5 & 1.6.
457SW10.16040.13210

Fee: \$14,625.00 Hourly not to exceed

The foregoing addendum of Dewberry & Davis LLC is accepted:

Print (Type) Individual, Firm or Corporate Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

FEE BREAKDOWN;
(PER BUILDING)

FIELD CREW - 20 HRS @ \$155

OFFICE COMP - 16 HRS @ \$100

ASSOC. (CHECK & SEAL) 1.5 HRS @ \$115

TOTAL = \$4875 (x 3)

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

RECEIVED

MEMORANDUM

APR 28 2009

Dewberry

DATE: April 20, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum #47 to Dewberry Proposal #10029130/Erickson Retirement Communities Ashburn Campus

Scope of Services

Dewberry will convert the auto cadd files as required on NH-2 and 3 for purposes of performing Aetek earthwork takeoffs. 457SW20.16040.13210.

Fee: \$1,600.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities
Print (Type) Individual, Firm or Corporate Name

D. R. Yeager
Signature of Authorized Representative

4/27/09
Date

DAWN R. YEAGER DIRECTOR OF DEVELOPMENT
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

RECEIVED

APR 29 2009

MEMORANDUM

Dewberry

DATE: April 21, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum #48 to Dewberry Proposal #10029130/Erickson Retirement Communities Ashburn Campus

Scope of Services

Prepare a bond reduction for Neighborhood 1. 457SW10.16040.13210

Fee: \$1,200.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

Erickson Retirement Communities

Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

4/28/09
Date

Dawn R. Yeager, Development Director
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20178
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091

RECEIVED

JUN 08 2009

MEMORANDUM

Dewberry

DATE: June 1, 2009
TO: Dawn Yeager/Erickson Retirement Communities
FROM: Tom Whipp/Dewberry TRW
RE: Addendum #49 to Dewberry Proposal #10029130/Erickson Retirement Communities Ashburn Campus

Scope of Services

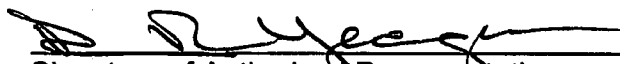
Prepare the extension of the VSMP permit for NH-1 and Phase 1 along with required SWPPP update of any existing Watershed TMDL requirements related to sediments. 457SW10.16040.13210.

Fee: \$600.00 Lump Sum

The foregoing addendum of Dewberry & Davis LLC is accepted:

ERICKSON Retirement Communities

Print (Type) Individual, Firm or Corporate Name


Signature of Authorized Representative

6/4/09
Date

Dawn R. Yeager Director of Development
Print (Type) Name of Authorized Representative and Title

Dewberry
1503 Edwards Ferry Rd., Suite 200
Leesburg, VA 20176
Phone: (703) 771-8004
Metro: (703) 478-1335
Fax: (703) 771-4091



8401 Arlington Boulevard
Fairfax, Virginia 22031-4666

703 849 0100
703 849 0118 fax
www.dewberry.com

February 25, 2010

BMC Group Inc.
Attn: Erickson Retirement Communities, LLC
Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Re: Dewberry & Davis LLC-Amended Proof of Claim Form

Dear Sir or Madam,

Enclosed, please find an amended *Proof of Claim* form in relation to Ashburn Campus LLC, who has a scheduled account as Erickson Retirement Communities, LLC. Please find this amended *Proof of Claim* from Dewberry & Davis LLC, has a reduced amount from the previously submitted claim.

Thank you for your kind and immediate attention to this matter. If you require any additional information, or have any questions, please contact me at 703.849.0247.

Sincerely,

A handwritten signature in cursive script, appearing to read "SRose", written in black ink.

Sarah Rose
Legal Assistant

Dewberry & Davis LLC