

## **Rezoning Affidavit Package**

### **Please read carefully**

On December 14, 2015, the Town Council of the Town of Vienna, Virginia passed a resolution approving the use of land use affidavit forms to be used with rezoning, subdivision, conditional use permit, variance and site plan modification applications.

**Important! The adopted Affidavits and Reaffirmation of Affidavit forms shall not be altered or modified in any way. Any form that is altered or modified in any way will not be accepted.**

### **Contents**

1 Rezoning Affidavit	1 Attachment to Par. 1(c)
1 Attachment to Par. 1(a)	1 Attachment to Par. 2
1 Attachment to Par. 1(b)	1 Attachment to Par. 3

### **Instructions**

For your convenience, the *Date* and *Application Number(s)* need only be entered once and will automatically duplicate on each page of this document. Additional copies of the Affidavit and its Attachments can be downloaded as a complete package or individually at [www.viennava.gov](http://www.viennava.gov) on the Planning and Zoning page under Forms and Applications.

**Please note:** Acrobat Reader will NOT allow you to save changes made to this document. Any information you enter in the form fields will be lost when the PDF file is closed; therefore, be sure to print and review your document before closing.

If you have a complete version of Acrobat installed on your computer, your changes may be saved for later use.

### **Support**

If you are unsure as to which form to use, please call:  
Town of Vienna, Department of Planning and Zoning at [703-255-6349](tel:703-255-6349).

For further information or additional forms:  
[www.viennava.gov](http://www.viennava.gov)

**REZONING AFFIDAVIT**

Date: December 20th 2017  
(Enter date affidavit is notarized)

I, Douglas D'Alexander, do hereby state that I am an  
(enter name of applicant or authorized agent)

(check one)            ☒ applicant  
                             ☐ applicant's authorized agent listed in Par. 1(a) below

In Application No.(s) PF-68-17-PMAC  
(enter Town-assigned application number)

and that, to the best of my knowledge and belief, the following information is true:

1(a) The following constitutes a listing of the names and addresses of all **APPLICANTS, TITLE OWNERS, CONTRACT PURCHASERS, AND LESSEES of the land described in the application,\* and, if any of the foregoing is a TRUSTEE,\*\*** each **BENEFICIARY** of such trust, and all **ATTORNEYS** and **REAL ESTATE BROKERS**, and all **AGENTS** who have acted on behalf of any of the foregoing with respect to the application:

**(NOTE:** All relationships to the application listed above in **BOLD** print must be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcal application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column).

NAME	ADDRESS	RELATIONSHIP(S)
Estate of Charles W. Sloan		TITLE OWNER TAX MAP#0384-02-0017
Pleasant Street Associates		TITLE OWNER TAX MAP#0384-02-0016 TAX MAP#0384-04-0017

(check if applicable)    ☐ There are more relationships to be listed  
and Par. 1(a) is continued on a "Rezoning Attachment to Par. 1(a)" form.

**REZONING AFFIDAVIT**

Date: December 20th 2017

(enter date affidavit is notarized)

For Application No.(s): \_\_\_\_\_

PF-68-17-PMAC

(enter Town-assigned application number(s))

1(b) The following constitutes a listing\*\*\* of the SHAREHOLDERS of all corporations disclosed in this affidavit who own 10% or more of any class of stock issued by said corporation, and where such corporation has 10 or less shareholders, a listing of all of the shareholders, **and if the corporation is an owner of the subject land, all of the OFFICERS and DIRECTORS of such corporation:**

**(NOTE: Include SOLE PROPRIETORSHIPS, LIMITED LIABILITY COMPANIES, and REAL ESTATE INVESTMENT TRUSTS herein).**

**CORPORATION INFORMATION**

**NAME & ADDRESS OF CORPORATION:** (enter complete name, number, street, city, state, and zip code)

**DESCRIPTION OF CORPORATION:** (check one statement)

☐ There are 10 or less shareholders, and all of the shareholders are listed below.

☐ There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class issued by said corporation are listed below.

☐ There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

**NAMES OF SHAREHOLDERS:** (enter first name, middle initial, and last name)

**NAMES OF OFFICERS AND DIRECTORS:** (enter first name, middle initial, last name & title, e.g. **President, Vice President, Secretary, Treasurer,** etc.)

(check if applicable) ☐ There is more corporation information and Par. 1(b) is continued on a "Rezoning Attachment 1(b)" form.

\*\*\*All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries, must be broken down successively until: (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. ***In the case of an APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed. Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.***



**REZONING AFFIDAVIT**

DATE: December 20th 2017

(enter date affidavit is notarized)

For Application No.(s): PF-68-17- FMAC

(enter Town-assigned application number(s))

1(c) The following constitutes a listing\*\*\* of all of the partners, both **GENERAL** and **LIMITED**, in any partnership disclosed in this affidavit:

**PARTNERSHIP INFORMATION**

**PARTNERSHIP NAME & ADDRESS:** (enter complete name, number, street, city, state and zip code)

**THE ESTATE OF CHARLES W. SLOAN**

Address: 223 Walnut Ln  
Vienna, VA 22180

**PLEASANT STREET ASSOCIATES**

Address: 223 Walnut Ln  
Vienna, VA 22180

(check if applicable) ☒ [ X ] The above-listed partnership has no limited partners.

**NAMES AND TITLE OF THE PARTNERS** (enter first name, middle initial, last name, and title, e.g. **General Partner, Limited Partner, or General and Limited Partner**)

Name: Trustee for the Estate of Charles w. Sloan

Name: Daphne D. Sloan

Title: Trustee for the Estate of Charles W. Sloan

Name: Daphne D. Sloan

Title: partner

Name: Joseph Iannamico

Title: partner

Name: Primo Belloli

Title: partner

(check if applicable) ☐ [ ] There is more partnership information and Par. 1(c) is continued on a "Rezoning Attachment to Par. 1(c)" form.

\*\*\*All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries must be broken down successively until: (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. *In the case of an APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed.* Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.

## REZONING AFFIDAVIT

DATE: December 20th 2017  
(enter date affidavit is notarized)

For Application No.(s): PF-68- 17-PMAC  
(enter Town-assigned application number(s))

1(d) One of the following boxes **must** be checked:

☐ In addition to the names listed in Paragraphs 1(a), 1(b), and 1(c) above, the following is a listing of any and all other individuals who own in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESS\*** of the land:

☒ Other than the names listed in Paragraphs 1(a), and 1(c) above, no individual owns in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESS\*** of the land:

2. That no member of the Town of Vienna Town Council, Board of Zoning Appeals, Planning Commission, or any member of his or her immediate household owns or has any financial interest in the subject land either individual, by ownership of stock in a corporation owning such land, or through an interest in a partnership owning such land.

**EXCEPT AS FOLLOWS: (NOTE: If answer is none, enter "NONE" on the line below).**

**NONE**

(check if applicable) ☐ There are more interests to be listed and Par. 2 is continued on a "Rezoning Attachment to Par. 2" form.

REZONING AFFIDAVIT

DATE: December 20th 2017  
(enter date affidavit is notarized)

For Application No.(s) PF- 8-1 7PMAC  
(enter Town-assigned application number(s))

3. That within the twelve-month period prior to the public hearing of this application, no member of the Town of Vienna Town Council, Board of Zoning Appeals, Planning Commission, or any member of his or her immediate household, either directly or by way of partnership to which any of them is a partner, employee, agent, or attorney, or through a partner of any of them, or through a corporation in which any of them is an officer, director, employee, agent or attorney or holds 10% or more of the outstanding bonds or shares of stock of a particular class, has, or has had any business or financial relationship other than any ordinary depositor or customer relationship with or by a retail establishment, public utility, or bank, including any gift or donation having a value of more than \$100, singularly or in the aggregate, with any of those listed in Par. 1 above.

**EXCEPT AS FOLLOWS: (NOTE: If answer is none, enter "NONE" on line below).**  
**(NOTE: Business or financial relationships of the type described in this paragraph that arise after the filing of this application and before each public hearing must be disclosed prior to the public hearings. See Par. 4 below).**

NONE

(check if applicable) [ ] There are more disclosures to be listed and Par. 3 is continued on a "Rezoning Attachment to Par. 3: form.

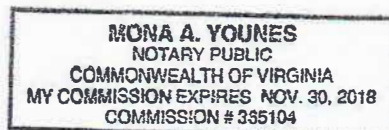
4. That the information contained in this affidavit is complete, that all partnerships, corporations, and trusts owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE\* of the land have been listed and broken down, and that prior to each and every public hearing on this matter, I will re-examine this affidavit and provide any changed or supplemental information, including business or financial relationships of the type described in Paragraph 3 above, that arise on or after the date of this application.

WITNESS the following signature:

Estate of Charles W. Sloan, Daphne D. Sloan, &c.  
(check one) [X] Owner [ ] Applicant's Authorized Agent  
Estate of Charles W. Sloan  
Name: Daphne D. Sloan  
Title: Partners  
(type or print first name, middle initial, last name, and title of signee)

Subscribed and sworn to before me this 20 day of December 20 17, in the State/Comm. of VA, County/City of Fairfax

[Signature]  
Notary Public





My commission expires: 11/30/2018

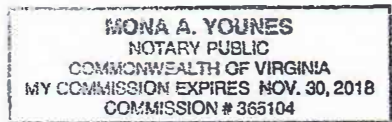
WITNESS the following signature:

Daphne D. Sloan  
(check one) ☒ Owner ☐ Applicant's Authorized Agent  
Daphne D. Sloan/OWNER  
(type or print first name, middle initial, last name, and title of signee)

Subscribed and sworn to before me this 20 day of December 2017, in the  
State/Comm. of VA, County/City of Fairfax

[Signature]  
Notary Public

My commission expires: 11/30/2018



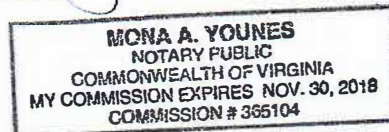
WITNESS the following signature:

Primo Belloli  
(check one) ☒ Owner ☐ Applicant's Authorized Agent  
Primo Belloli /OWNER  
(type or print first name, middle initial, last name, and title of signee)

Subscribed and sworn to before me this 19 day of December 2017, in the  
State/Comm. of VA, County/City of Fairfax

[Signature]  
Notary Public

My commission expires: 11/30/2018



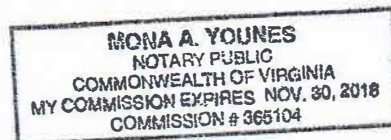
WITNESS the following signature:

Joseph Innamico  
(check one) ☒ Owner ☐ Applicant's Authorized Agent  
Joseph Innamico/OWNER  
(type or print first name, middle initial, last name, and title of signee)

Subscribed and sworn to before me this 19 day of December 2017, in the  
State/Comm. of VA, County/City of Fairfax

[Signature]  
Notary Public

My commission expires: 11/30/2018



## SECOND AMENDMENT TO CONTRACT OF SALE

THIS SECOND AMENDMENT TO CONTRACT OF SALE (this "Second Amendment") is made and entered into the 20<sup>th</sup> day of DEC, 2017, by and between PLEASANT STREET ASSOCIATES, a Virginia partnership (the "Seller"), and DOUGLAS D'ALEXANDER, an individual, as successor-in-interest to UNIWEST DEVELOPMENT, LLC ("Purchaser").

### RECITALS

A. Seller and Purchaser are parties to that certain Contract of Sale, dated October 22, 2014, as amended by that certain First Amendment to Contract of Sale dated June 2, 2017 (as amended, the "Agreement"), regarding the sale of certain properties located at 101 Pleasant Street, NW, and 115 Pleasant Street, NW, in Vienna, Fairfax County, Virginia.

B. Under the terms of the Agreement, closing is scheduled to occur not later than December 31, 2017.

C. Seller and Purchaser desire to further extend closing under the Agreement to June 30, 2018, upon the terms and conditions hereinafter set forth.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby covenant and agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated by this reference and made a substantive part hereof. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Second Extension of Settlement. Subject to the conditions set forth in this Second Amendment, closing of the sale and purchase of the Property shall occur on the date that is ten (10) days after written notice from Purchaser to Seller; provided, however, that closing shall occur not later than June 30, 2018, time being of the essence (the "Second Extended Settlement Date").

3. Second Extension Payment. In consideration of Seller's agreement to extend closing under the Agreement to the Second Extended Settlement Date, Purchaser shall pay directly to Seller an extension fee in the amount of Eighty-Two Thousand Five Hundred Dollars (\$82,500.00) (the "Second Extension Fee"). The Second Extension Fee shall be payable by Purchaser directly to Seller in six (6) monthly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00) each, commencing on January 1, 2018, and thereafter on the first (1<sup>st</sup>) day of each month until the Second Extended Settlement Date. The Second Extension Fee shall be non-refundable to Purchaser under any and all circumstances, and is in addition to the Purchase Price and the Extension Fee. Any failure by Purchaser to pay as and when due any installment of the Second Extension Fee shall be a material default under the Agreement and, in



such event, Seller may terminate the Agreement and exercise all remedies under the Agreement. If closing occurs prior to the Second Extended Settlement Date, the Second Extension Fee paid by Purchaser for the month of closing shall be prorated as of the actual date of closing.

4. No Further Extensions. Purchaser agrees and acknowledges that, notwithstanding anything contained in the Agreement to the contrary, Purchaser has no right to extend the closing date under the Agreement beyond June 30, 2018.

5. Additional Default. Reference is hereby made to that certain Guaranty of Payment dated of even date herewith (the "Guaranty"), pursuant to which Purchaser, as guarantor, guaranteed certain obligations of Alfredo Pestana. Purchaser agrees and acknowledges that a default by Purchaser as guarantor under the Guaranty shall be a default under the Agreement, and, in such event, Seller shall have the right to exercise all of its remedies under the Agreement and under applicable law or equity..

6. Successors and Assigns. This Second Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Conflicts. In the event that any provision of this Second Amendment conflicts with a provision of the Agreement, such provision of this Second Amendment shall govern and control for all purposes and in all respects.

8. Ratification. Except as modified hereby, the Agreement is hereby ratified and confirmed for all purposes and in all respects and shall remain in full force and effect.

9. Counterparts. This Second Amendment may be executed in multiple counterparts, all of which constitute a single document, binding upon all of the parties hereto, notwithstanding the fact that all of the parties are not signatory to the original or the same counterpart. Delivery of an executed counterpart of a signature page of this Second Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of such instrument. This Second Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto

[Signature Page Follows]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment to Contract of Sale as of the date first above written.

**SELLER:**

**PLEASANT STREET ASSOCIATES, a Virginia partnership**

By: Daphne D. Sloan  
Name: Daphne D. Sloan  
As Its: partner

By: Primo Belloli  
Name: Primo Belloli  
As Its: Partner

By: Daniel Iannamico  
Name: Daniel Iannamico  
As Its: Partner

**PURCHASER:**



DOUGLAS D'ALEXANDER, an individual

## SECOND AMENDMENT TO CONTRACT OF SALE

THIS SECOND AMENDMENT TO CONTRACT OF SALE (this "Second Amendment") is made and entered into the 20<sup>th</sup> day of Dec, 2017, by and between DAPHNE D. SLOAN, an individual (collectively, the "Seller"), and DOUGLAS D'ALEXANDER, an individual, as successor-in-interest to UNIWEST DEVELOPMENT, LLC ("Purchaser").

### RECITALS

A. Seller and Purchaser are parties to that certain Contract of Sale, dated October 22, 2014, as amended by that certain First Amendment to Contract of Sale dated June 2, 2017 (as amended, the "Agreement"), regarding the sale of certain property located at 107 Pleasant Street, NW, in Vienna, Fairfax County, Virginia.

B. Under the terms of the Agreement, closing is scheduled to occur not later than December 31, 2017.

C. Seller and Purchaser desire to further extend closing under the Agreement to June 30, 2018, upon the terms and conditions hereinafter set forth.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby covenant and agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated by this reference and made a substantive part hereof. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Second Extension of Settlement. Subject to the conditions set forth in this Second Amendment, closing of the sale and purchase of the Property shall occur on the date that is ten (10) days after written notice from Purchaser to Seller; provided, however, that closing shall occur not later than June 30, 2018, time being of the essence (the "Second Extended Settlement Date").

3. Second Extension Payment. In consideration of Seller's agreement to extend closing under the Agreement to the Second Extended Settlement Date, Purchaser shall pay directly to Seller an extension fee in the amount of Forty-Three Thousand One Hundred Twenty-Five Dollars (\$43,125.00) (the "Second Extension Fee"). The Second Extension Fee shall be payable by Purchaser directly to Seller in six (6) monthly payments of Seven Thousand One Hundred Eighty-Seven and 50/100 Dollars (\$7,187.50) each, commencing on January 1, 2018, and thereafter on the first (1<sup>st</sup>) day of each month until the Second Extended Settlement Date. The Second Extension Fee shall be non-refundable to Purchaser under any and all circumstances, and is in addition to the Purchase Price and the Extension Fee. Any failure by Purchaser to pay as and when due any installment of the Second Extension Fee shall be a material default under



the Agreement and, in such event, Seller may terminate the Agreement and exercise all remedies under the Agreement. If closing occurs prior to the Second Extended Settlement Date, the Second Extension Fee paid by Purchaser for the month of closing shall be prorated as of the actual date of closing.

4. No Further Extensions. Purchaser agrees and acknowledges that, notwithstanding anything contained in the Agreement to the contrary, Purchaser has no right to extend the closing date under the Agreement beyond June 30, 2018.

5. Additional Default. Reference is hereby made to that certain Guaranty of Payment dated of even date herewith (the "Guaranty"), pursuant to which Purchaser, as guarantor, guaranteed certain obligations of Alfredo Pestana. Purchaser agrees and acknowledges that a default by Purchaser as guarantor under the Guaranty shall be a default under the Agreement, and, in such event, Seller shall have the right to exercise all of its remedies under the Agreement and under applicable law or equity.

6. Successors and Assigns. This Second Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Conflicts. In the event that any provision of this Second Amendment conflicts with a provision of the Agreement, such provision of this Second Amendment shall govern and control for all purposes and in all respects.

8. Ratification. Except as modified hereby, the Agreement is hereby ratified and confirmed for all purposes and in all respects and shall remain in full force and effect.

9. Counterparts. This Second Amendment may be executed in multiple counterparts, all of which constitute a single document, binding upon all of the parties hereto, notwithstanding the fact that all of the parties are not signatory to the original or the same counterpart. Delivery of an executed counterpart of a signature page of this Second Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of such instrument. This Second Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto

[Signature Page Follows]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment to Contract of Sale as of the date first above written.

**SELLER**

  
\_\_\_\_\_  
DAPHNE D. SLOAN, an individual

**PURCHASER:**

  
\_\_\_\_\_  
DOUGLAS D'ALEXANDER, an individual