

1 **VOLUNTARY CONCESSIONS, COMMUNITY**
2 **BENEFITS, TERMS AND CONDITIONS**

3
4 **MCRT INVESTMENTS LLC / Founders Row II**

5
6 **December 17, 2021**
7

8 In association with the requested special exception to allow the redevelopment of the property
9 with addresses of 1001 and 1003 West Broad Street, having real property codes 52-102-060 (the
10 “Carpet Store”) and 52-102-065 (the “Rite Aid”), collectively the “Subject Property,” MCRT
11 Investments LLC (the “Owner”) voluntarily proffers the following for the benefit of the
12 community and the City of Falls Church (the “City”). The Owner acknowledges that through
13 special exception approval, it has been granted certain bonuses, including height and increased
14 residential uses, and other benefits in reliance upon its agreements as set forth below, to provide
15 certain features, design elements, uses, services, or amenities desired by the City, including but
16 not limited to, site design, public improvements, environmentally sustainable and energy-
17 efficient building design, affordable housing creation, and capital contributions to City parks,
18 library, and schools as part of the development. As used herein “Owner” shall refer to the
19 applicant, any contract owner, the property owner, and any successors or assigns:
20

- 21 1. Conformance with Conceptual Development/Special Exception (CDP/SE) Plan:
22 The Owner agrees to develop the Subject Property in conformance with (1) the
23 Conceptual Development Plan (CDP) dated November 17, 2020, revised on June
24 8, 2021, and further revised on December 17, 2021, as prepared by Walter L.
25 Phillips, Inc; (2) the Special Exception Application Submission (Drawings) dated
26 November 17, 2020, revised on June 8, 2021, and further revised on December
27 18, 2021 as prepared by Odell Associates, Inc.; and (3) the Traffic Impact Study
28 (TIA) dated November 17, 2020, revised on June 8, 2021, and further revised on
29 December 17, 2021, prepared by Wells & Associates. The Owner agrees that the
30 project will include no more than 280 residential units in total, and twelve percent
31 (12%) of the total residential units will be set aside for affordable housing as
32 provided for in Section 11 of these Voluntary Concessions. None of the residential
33 units shall be three-bedroom units. The Owner further agrees that the residential
34 gross floor area (apartments, lobbies, and amenity space) in the project is
35 capped at 304,650 square feet. The City Manager may approve minor deviations
36 from conformance with these documents, as requested by the Owner, provided
37 the deviations do not conflict with what is specifically agreed to in these
38 Voluntary Concessions, are consistent with the purpose and intent of the City
39 Council's approval of the Special Exception, and either (i) are necessary to permit
40 reasonable construction of the project, or (ii) as determined by the City
41 Manager, improve the project's overall functioning or benefit to the City. The
42 Owner may appeal an adverse decision by the City Manager to the City Council.
43
- 44 2. Uses: The Owner agrees that the uses allowed on the Subject Property shall be
45 limited to the following: a multifamily use, which is intended to be rental,

46 but can be converted to condominiums at the discretion of the Owner, and
47 ground floor uses as described below. Uses shall be approximately as shown in
48 the building square foot amounts and in the locations on the CDP.
49

50 i. Ground Floor Uses.

51 i. Commercial Plan. The Owner shall provide the following ground floor
52 uses:

- 53 1. A minimum of 22,000 square feet of ground floor space shall
54 be reserved for retail sales and services allowed by the B-1
55 Zoning district, except as expressly prohibited in the following
56 subsection. Of the 22,000 square feet, a minimum of 10,000
57 square feet will be designated for restaurant or associated food
58 and beverage uses. The Owner commits to using commercially
59 reasonable efforts to market the retail space as described in the
60 attached “Founders Row – Merchandising Plan,” and
61 anticipates a variety of retail sales uses and restaurant types,
62 including, but not limited to restaurants (either fast casual or
63 full-service), bakery/cafés, and neighborhood-serving retail
64 tenants.
- 65 2. A minimum of 5,000 square feet shall be reserved for a Co-
66 Working space to be utilized by residents of the multifamily
67 community, along with non-community users on a membership
68 basis. The Co-Working space shall also have a conference room
69 available for reservation by City-affiliated civic associations.
70 The location of the entrance to the Co-Working space shall be
71 at least partially at grade with visibility from the street sidewalk
72 along South West Street.

73 ii. Prohibited. The following uses shall be prohibited in the ground floor
74 of the proposed building:

- 75 1. Public buildings and facilities
- 76 2. Hotels, motels
- 77 3. Inns, bed and breakfasts
- 78 4. Group homes permitted by Section 48-486(10)
- 79 5. Parking lots as a principal use
- 80 6. Self-service laundries
- 81 7. Shoe repair shops
- 82 8. Antique shops
- 83 9. Mortuaries
- 84 10. Adult uses
- 85 11. Any drug paraphernalia establishment
- 86 12. Amusement arcade, as a principal or accessory use
- 87 13. Satellite television antenna or ground-mounted conventional
88 television or radio antenna
- 89 14. The preparation, processing, assembling of electronic devices
90 and equipment, including computer systems, communication
91 systems, security systems, fire protection systems, control

- 92 systems and the like
- 93 15. Temporary shelters
- 94 16. Auction house
- 95 17. Flea market
- 96 18. Blood bank
- 97 19. Car wash
- 98 20. Rental car offices or sales
- 99 21. Car dealerships
- 100 22. Gun stores or firearm dealers, or shooting ranges
- 101 23. Church, temple, synagogue, mosque, or other house of worship
- 102 24. Stores selling primarily tobacco, electronic cigarettes, vaping
- 103 supplies, e-liquids or similar materials, or cannabis products.
- 104

105 3. Ground Floor Design Requirements: The Owner agrees that the following design
106 standards shall be met for all commercial space identified as part of the GLA in
107 the project:

- 108 i. Retail ceiling heights: the ground floor retail spaces shall be constructed
109 with a minimum interior ceiling height in at least 75% of the retail space
110 (measured “slab to slab”) of at least 16 feet in height.
- 111 ii. The Owner agrees that the ground floor retail or other ground floor
112 commercial space wall fronting W. Broad Street or S. West Street shall
113 have an average 40% transparency (meaning a clear view from the
114 outside to the interior space and activity and not obstructed by drapes or
115 blinds, or by any other window coverings, or shelving or other furniture)
116 for the area of any wall facing said streets that is between three (3) feet
117 and eight (8) feet above grade. This provision is not intended to prohibit
118 merchandise displays that are viewed from the street within the
119 transparency area or restaurants that utilize blinds or curtains to
120 intermittently shade customers from unwelcomed sunlight. Further, this
121 provision is not intended to prohibit restaurants from placing seating
122 adjacent to windows.
- 123 iii. The Owner agrees that all retail businesses that front W. Broad Street and
124 S. West Street shall have retail storefront entrances that provide retail
125 customers ingress and egress to and from the adjacent street.
- 126 iv. At least 5,000 square feet of ground floor space shall have access to a
127 ventilation shaft through the roof that meets all City Building Code
128 requirements for restaurant use. Such access shall be provided prior to
129 issuance of a certificate of occupancy for ground floor restaurant spaces.
- 130 v. Prior to issuance of a certificate of occupancy for the final five percent (5%)
131 of the total residential units, the Owner agrees that the shell retail spaces
132 for the entirety of the project will be completed, and that a minimum of
133 50% of the total commercial retail will have tenant improvements
134 underway. These shell commercial spaces will include installed water and
135 sewer lines available within or below the tenant’s individual space;
136 adequate utilities including electrical power and natural gas located in the
137 Landlord’s utility rooms; shaft access for kitchen exhaust vents and HVAC

138 line sets; and adequate designated rooftop space for the installation of the
139 tenant's HVAC equipment. The vacant spaces will be climate controlled
140 to prevent freezing of lines.
141

142 4. Architecture, Urban Design, and Streetscape

143 i. Architecture: The architectural design and building materials shall be in
144 general conformance with the illustrative elevations included in the special
145 exception application, but may be modified by the Applicant as part of final
146 engineering and building design, provided that such modifications provide
147 an equivalent quality of design and materials to those shown on the
148 illustrative elevations included in the special exception application, subject
149 to approval by the Planning Commission with recommendation by the
150 Architectural Advisory Board. Any exterior vents on the façade shall be
151 painted to match the color of the surrounding material.

152 ii. Streetscape:

153 i. The Owner agrees to construct streetscape improvements along W.
154 Broad Street and S. West Street in conformance with the City of Falls
155 Church's Streetscape Standards adopted March 13, 2017.
156 Notwithstanding the above, the streetscape design for the public
157 park/open space and areas adjacent to it at the intersection of S. West
158 and Ellison Streets will be designed to integrate into the overall design
159 of the open space and may deviate from the adopted Streetscape
160 Standards. Streetscape improvements along Ellison Street shall be
161 provided with appropriate residential-scale streetscape.

162 ii. The Owner agrees that only in instances where outdoor dining is to be
163 located, or obstructions such as tree pits prevent the required Clear
164 Sidewalk, modifications to the streetscape or a decrease in the required
165 Clear Sidewalk to not less than six (6) feet shall be permitted to allow
166 a restaurant tenant a commercially reasonable amount of space for
167 outdoor dining.

168 iii. The Owner agrees to maintain the streetscape improvements
169 (including street trees but excluding maintenance of and cost of
170 electricity for City standard streetlights) constructed as part of this
171 project as long as the project remains. The terms of such maintenance
172 responsibilities will be set forth in a Streetscape Maintenance
173 Agreement to be negotiated between the Owner and the City, which
174 agreement will be finalized, approved by the City Manager, and
175 executed by the Owner prior to issuance of a Certificate of
176 Occupancy for any occupiable space in the project.

177 iv. The Owner agrees to install an exterior electrical outlet (duplex outlet)
178 on the top of each electrical pole in a planter bed. If a pole is not located
179 in the planting bed, the outlet shall be installed on the closest pole.
180 Additionally, an exterior water bib shall be installed every 100 linear
181 feet along S. West Street and W. Broad Street along the building face.

182 iii. Publicly Accessible Spaces. The Owner agrees to set aside two spaces at
183 the project as publicly accessible open areas, the use and design of which

184 will be defined during the Site Plan process. One space shall be located
185 near the intersection of West Broad and South West Streets (currently
186 labeled as “Founders Plaza” on submission documents); the second space
187 shall be located at the intersection of South West and Ellison Streets
188 (currently labeled as “The Lawn” on submission documents).

- 189 iv. Pedestrian Pathway. The Owner agrees to create a safe passageway for
190 north-south pedestrian connectivity along the western boundary of the
191 property. This pathway will provide free and clear passage from W. Broad
192 Street to Ellison Street. The building’s electrical infrastructure located in
193 that general vicinity as illustrated on the site plan will be appropriately
194 screened and gated to prevent interference.

195
196 5. Utilities

- 197 i. The Owner agrees to provide two, 2” empty conduits for fiber optic cable,
198 for use by the City, to run under the West Broad Street sidewalks and
199 crosswalks constructed by the Owner. The conduit and pull boxes shall be
200 located along the frontage of the lot and shall comply with the specifications
201 provided by the City. Pull boxes shall be placed at each intersection corner
202 and with spacing not to exceed 600’. Pull boxes located at intersection
203 corners shall have separate pull boxes from the traffic signal boxes;
204 however, two, 2” conduits will be required to connect the two pull boxes.
- 205 ii. Sanitary Sewer Capacity: The Owner agrees to conduct a sewer capacity
206 analysis by a qualified engineer to an extent determined by the Director of
207 Public Works, but not more than 1,000 feet downstream of the project in
208 any direction. During Site Plan the Owner and Public Works will determine
209 if any sanitary sewer improvements are necessary to alleviate capacity
210 concerns identified after development flows are modeled. The design and
211 construction costs to perform necessary improvements (excluding capacity
212 analysis) will be determined during Site Plan approval. The Owner agrees
213 to design and construct the system improvements. The City will waive part
214 or all of Sewer Availability fees in an amount equal to the verified costs of
215 design and construction of said improvements.
- 216 iii. Stormwater Fund Contribution: The Owner agrees to contribute \$20,000
217 to the City’s Stormwater Fund for the purpose of mitigating the removal
218 of currently existing on-site tree canopy coverage. The City Arborist is to
219 determine how these funds are utilized. The total contribution shall be
220 paid at the time of the issuance of the first residential certificate of
221 occupancy.

222
223 6. Community Benefits

- 224 i. Schools Capital Cost Contribution. The Owner agrees to make a voluntary
225 contribution to the City of Falls Church to offset school capital costs in the
226 amount of \$310,000 (equivalent to approximately \$1,250 per market rate
227 rental apartment). The total contribution shall be paid at the time of the
228 issuance of the first residential certificate of occupancy.
- 229 ii. Libraries. In return for various benefits to the Owner granted through the

230 special exception process and to ameliorate the increase in residents
231 resulting from the Special Exception Approval, the Owner agrees to
232 increase the sustainability of its project by contributing to the City's
233 libraries. The Owner agrees to provide a contribution to the City of
234 \$25,000 (equivalent to approximately \$100 per market rate rental
235 apartment) in support of community improvements and future planned
236 upgrades to City libraries. The total contribution will be paid prior to
237 issuance of the first residential certificate of occupancy.

- 238 iii. Parks and Recreation. In return for various benefits to the Owner granted
239 through the special exception process and to ameliorate the reduction of
240 open space in the City and increase in residents resulting from the Special
241 Exception Approval, the Owner agrees to increase the sustainability of its
242 project by contributing to the City's parks. The Owner agrees to provide a
243 contribution to the City of \$25,000 (equivalent to approximately \$100 per
244 market rate rental apartment) in support of community improvements and
245 future planned upgrades to City-owned parks. The total contribution will
246 be paid prior to issuance of the first residential certificate of occupancy.
247

248 7. Public Art

- 249 i. Founders Plaza Art Installation. The Owner agrees to install a public art
250 display located within the "Founders Plaza." The selection of the art object
251 itself shall be subject to a public review process including, but not limited
252 to, Planning Commission, the Arts & Humanities Council, and work shops
253 involving local schools and the broader public. The process shall be
254 governed as a Site Plan Amendment subject to Planning Commission
255 approval. The Amendment shall occur prior to the issuance of the first
256 certificate of occupancy.
- 257 ii. Historical Markers. The Owner agrees to install a minimum of two (2)
258 historical markers on the property, referencing the history of the site and
259 surrounding neighborhood. The markers will be located in publicly-
260 accessible open space, and the content of the markers will be determined in
261 conjunction with the Arts & Humanities Council, along with the Falls
262 Church Historic Commission.
263

264 8. Public Safety

- 265 i. Public Safety Radio: The Owner agrees to ensure that all buildings and
266 parking garages on the Subject Property are constructed in a manner
267 that permits public safety radio signals to be transmitted and received
268 throughout all areas within the building and from those areas to all outdoor
269 areas of the property that is the subject of the Special Exception. The
270 Owner will install the necessary equipment and, with at least five days'
271 notice to the City Manager, perform a radio transmission test upon
272 completion of the project, but prior to issuance of the first Certificate of
273 Occupancy, in order to establish that there exists the ability to transmit
274 and receive public safety radio signals from the interior of the building

275 and parking garages, including the subterranean levels. The Owner
276 agrees to permit the City Manager or his designee to be present at
277 the site during the tests and to verify the results. Should the test fail,
278 the Owner will find and implement a solution acceptable to the City so as
279 to resolve the problem with 90 days of the test.

280 ii. Life Safety: The Owner agrees to provide:

281 i. Emergency Generator: Natural gas, or other approved power supply,
282 generator sized to accommodate the following loads all at one time for
283 the Subject Property:

284 1. Fire Alarm System

285 2. Fire Pump, if equipped

286 3. Emergency Hall and Exit Lighting

287 4. One Elevator for the Multifamily Use (or enough to be
288 sufficient to provide ADA egress from all units)

289 5. Domestic Water Pumps, if equipped, so that residents can
290 maintain water throughout the building during a power outage;
291 and

292 6. Sump Pumps.

293 ii. Fire command center with control and annunciation of elevators,
294 generator, fire pump, and HVAC systems, including a separate cooling
295 system for the command center.

296
297 9. Transportation

298 i. Transportation Demand Management (TDM) and Parking Management
299 Plan. The Owner agrees to develop and implement a TDM program as shall
300 be referenced in a Transportation Management Plan that will be prepared
301 as a part of the site plan process, with final approval by Planning
302 Commission. The Owner agrees to implement the TDM program and
303 Parking Management Plan, together, in a way that achieves the goals of i)
304 reducing onsite parking demand by 26 percent from City Standards; and ii)
305 reducing the number of PM peak hour vehicle trips for the multi-family
306 uses by 25 percent from ITE Trip Generation Manual 10th Edition
307 predictions. The TDM program will include a list of infrastructure and
308 incentives to be provided as well as monitoring programs and additional
309 techniques to be administered in the event performance goals are not
310 achieved. In addition, the TDM program will categorize infrastructure,
311 techniques and incentives (hereafter collectively referred to as “elements”)
312 as falling into one or more of four categories: (1) Site Design, Infrastructure
313 and Options; (2) Promotion, education and incentives; (3) Monitoring and
314 Enforcement; and/or (4) Adaptive Management. The Owner agrees to work
315 with the City Manager to reach agreement as to how the elements will be
316 used at any given time. The Owner agrees that City of Falls Church staff
317 upon prior written notice to the Owner’s designated representative will
318 have access to the garage(s) on the Subject Property at all times to conduct

- 319 parking utilization counts and to monitor compliance with the TDM and
320 Parking Management Plans.
- 321 ii. West Broad Street Traffic Signal. The Owner agrees to submit a signal
322 modification plan and, subject to City and/or VDOT approval, adjust the
323 signal timing/phasing to improve the performance of the
324 signal. Specifically, the signal modification plan will seek to eliminate the
325 split signal phasing for the West Street approaches and replace with
326 concurrent left turn phasing. These improvements may include appropriate
327 striping modifications within the geometric limits of the intersection as
328 coordinated with the City and VDOT.
- 329 iii. Bus Stop: The Owner agrees to construct a bus stop including a shelter
330 with appropriate signage and landing pad amenities at a location generally
331 shown on the CDP, but with the final location to be determined in
332 coordination with the City Manager as being consistent with the City's Bus
333 Stop & Shelter Plan during Site Plan approval. The bus stop design and
334 amenities shall be included in the Site Plan approval, and will be in
335 conformance with the City's adopted Bus Stop & Shelter Plan, which
336 provides specifications and target locations for such bus stops. The shelter
337 shall include conduit and electrical service to allow for installation of a real
338 time bus information sign. The Owner further agrees that, in lieu of
339 building the shelters, and at the discretion of City, the Owner may pay the
340 City \$40,000 prior to the issuance of building permits for the project, as its
341 contribution toward a bus shelter elsewhere in the City.
- 342 iv. Crosswalks.
- 343 i. The Owner agrees to construct pedestrian crosswalks along the west
344 and south legs of the West Broad and South West Street intersection,
345 including the reconfiguration of accessible ramps.
- 346 ii. The Owner agrees to install new crosswalks along South West Street
347 near the Ellison Street intersections that better align the pedestrian
348 crossing, as illustrated in the Site Plan. The crosswalks will service
349 both the east-west connection as well as the north-south connection on
350 the east side of South West Street, and will include accessible ramp
351 improvements. The Owner will also construct curb extensions (bump
352 outs) along both directions of the east-west crosswalk on South West
353 Street for pedestrian safety and traffic calming purposes, effectively
354 reducing the width of South West Street to 22 feet.
- 355 v. Traffic Calming.
- 356 i. The Owner agrees to installing radar "Your Speed" speed limit signs in
357 both directions of South West Street near the intersection of Ellison
358 Street. Final location of these signs will be coordinated with the City
359 at Site Plan. If the City decides that an alternative form of traffic
360 calming is more appropriate, this can be revised during the Site Plan
361 process.
- 362 ii. The Owner agrees to construct a median break along West Broad Street
363 to allow for left-turn movements out of the parking garage, but
364 restricting left-turn in movements. The parking garage will contain a

365 dedicated left-turn lane to allow for ease of egress onto West Broad
366 Street. Appropriate signage and pedestrian safety measures will be
367 coordinated with the City at Site Plan.

- 368 vi. Ellison Street Parking. The Owner agrees to work with the City Staff to
369 effectuate a parking zone restriction along Ellison Street restricting on-
370 street parking to residents of the adjacent neighborhood only. No residents,
371 workers, or visitors of the Subject Property shall be allowed to park along
372 Ellison Street. To assist in those efforts, the Owner voluntary commits to
373 a cash contribution to the City of \$10,000, to be utilized at the City and
374 neighborhood's discretion, for items such as signage, street improvements,
375 and striping. The total contribution shall be paid at the time of the issuance
376 of the first residential certificate of occupancy.
- 377 vii. Delivery Parking. The Owner commits to allocating a minimum of three
378 (3) parking spaces interior to the garage for rideshare and food
379 delivery/pickup parking. Those spaces shall be located on the main level
380 of the garage in a convenient and proximate area that provides direct access
381 to the retail spaces.
- 382 viii. Bicycles: The Owner shall provide secure bicycle storage facilities
383 consistent with those shown on the CDP for the residential uses of the
384 project as well as short-term bicycle parking for the commercial uses of
385 the project. Bike storage shall be consistent with the Bicycle Parking
386 Requirements of the City's Zoning Ordinance, and will have convenient
387 access to external garage entrances and internal pedestrian entrances and
388 elevators. These facilities will be finalized and approved as part of Site
389 Plan approval.
- 390 ix. City Sidewalk Improvements: The Owner voluntary commits to a cash
391 contribution to the City of \$100,000 to be utilized for the improvement of
392 City sidewalks and streets located within a 1,000-foot radius of the project
393 via the City's "missing links" program. The total contribution shall be
394 paid at the time of the issuance of the first residential certificate of
395 occupancy.

396
397 10. Environmental Improvements:

- 398 i. Green Building Criteria: The Owner agrees to have the project designed
399 such that a Leadership in Energy and Environmental Design ("LEED")
400 Accredited Professional ("LEED AP") can and will certify that the project
401 is likely to yield at least the points necessary to achieve status of LEED
402 Gold under LEED-Multifamily Mid-Rise v4. Additionally, the Owner
403 commits to achieving a minimum 20 percent improvement in baseline
404 energy performance. Prior to site plan approval, the Owner will provide
405 the City with a LEED checklist and scorecard as prepared by a LEED AP
406 that demonstrates that the project is designed to achieve both LEED Gold
407 certification and the 20 percent improvement in energy performance.
408 Following completion of construction and occupancy, and in accordance
409 with LEED guidelines, the Owner will prepare the necessary
410 documentation to seek official LEED certification from the U.S. Green

411 Building Council. Prior to the issuance of first certificate of occupancy,
412 the Applicant will post a \$50,000 bond or letter of credit for the project
413 which includes terms approved in advance by the City Manager to assure
414 the City that the Owner will satisfy its obligations under this paragraph to
415 achieve LEED Gold certification. If the project achieves the intended
416 LEED certification within three (3) years after issuance of a certificate of
417 occupancy for the last residential unit, then the associated bond or letter of
418 credit will be released by the City. If the project does not achieve the
419 intended LEED certification within three (3) years after the issuance of the
420 last certificate of occupancy but fell within five (5) points of attainment
421 intended LEED certification, 50% of the bond or letter of credit will be
422 released to the Owner; the City will redeem the other 50% of the associated
423 bond or letter of credit for City environmental improvements at the project
424 location and/or vicinity with the scope at the City's sole discretion. If the
425 project does not achieve the intended LEED certification within three (3)
426 years after the issuance of the last certificate of occupancy but was more
427 than five (5) points from attaining the intended LEED certification, the City
428 will redeem the associated bond or letter of credit for City environmental
429 improvements at the project location and/or vicinity with the scope at the
430 City's sole discretion.

431 ii. Future Solar Panels: The Owner agrees to aggregate rooftop mechanical
432 systems to the best extent possible, and to take into consideration the
433 possibility that in the future an opportunity may arise for installation of
434 rooftop solar panels to capture solar energy to be sold to the grid. In such
435 future event the Owner agrees to a good faith evaluation of the feasibility
436 of allowing the installation of solar panels for providing solar energy to the
437 grid; provided however, the Owner reserves the right for the future
438 installation of solar panels to provide solar energy to be consumed
439 exclusively by the project.

440 iii. Electric Vehicle Charging Station: The Owner agrees that a minimum of
441 five percent of the total parking spaces will be installed with charging
442 stations for electric vehicles. The Owner further agrees to provide conduit
443 for up to 50% of the total parking spaces to include charging stations for
444 electric vehicles in the future. The location of the charging stations will be
445 determined at Site Plan Approval, but will include stations and conduit in
446 both the residential and commercial portions of the project.

447 iv. Storm Drainage and Runoff: The Owner agrees to provide storm water
448 management in conformance with that shown on the CDP. Owner agrees
449 to reduce the storm water runoff from the site during a 10-year storm by
450 an additional 20% from the minimum requirements set forth in Chapter
451 35 of the City Code. Existing conditions may be used as the basis of the
452 peak flow calculation.

453 v. Lighting: The Owner agrees that all exterior lighting for the Subject
454 Property shall comply with the City Ordinances with respect to spill over
455 to residential neighborhood south of the project, and exterior lighting shall
456 be shielded and directed away from any adjacent residential property. To

457 the extent feasible, low energy light fixtures will be used. The lighting plan
458 for exterior lighting on Ellison Street will incorporate dark sky lighting
459 principles in accordance with the standards of the International Dark Sky
460 Association.

461 vi. Installation of Vegetation: The Owner agrees that the vegetation installed
462 for the project will consist of native and regionally adapted species with a
463 majority being from the City's list of recommended plants. Final sizes,
464 species, and placement will be determined as part of the Site Plan
465 Approval. Plant materials shall be at least the following sizes at
466 installation:

- 467 i. Evergreen trees (8 to 10 feet in height at planting)
- 468 ii. Shade trees (minimum 2.5 inch caliper, 14 feet in height at
469 planting on W Broad Street and minimum 2.5 inch caliper
470 otherwise)
- 471 iii. Large shrubs (minimum 24 inches)
- 472 iv. Small shrubs (minimum 18 inches)

473 The timing of installation of vegetation shall be determined during the
474 Site Plan Approval. The City Arborist may allow modification to the
475 timing of installation based on the planting season, availability of plant
476 materials, or weather, which may not permit installation of plant
477 materials and/or street trees by the required timing.
478

479 11. Affordable Housing Contribution: The Owner agrees to provide affordable
480 housing on the following terms:

481 i. Provision of Affordable Dwelling Units

482 i. Baseline: The Owner will provide affordable dwelling units (“ADUs”)
483 in the project equal to twelve (12) percent of the total number of
484 dwelling units (rounded up to the nearest whole number) actually
485 constructed. The proportion of ADUs will follow the same
486 proportionate mix for the market rate units in the project. The ADU's
487 shall be offered for rents split equally (50% each, rounded up to the
488 nearest whole number) at two income tiers: those that are affordable
489 to households whose income is no more than 60% of HUD PMSA
490 AMI, and those that are affordable to households whose income is no
491 more than 80% of HUD PMSA AMI.

492 ii. Cash in Lieu Payment. Prior to issuance of the first residential occupancy
493 permit for the project, and upon the written agreement of the City, the
494 Owner may make a cash contribution to the City’s housing trust fund in
495 lieu of providing some or all of the ADUs described in this Voluntary
496 Concession. The amount of the cash contribution shall be mutually agreed
497 upon by the City and the Owner. If the City and the Owner cannot
498 mutually agree upon a contribution amount, then the Owner will provide
499 ADUs in conformance with the provisions in this Voluntary Concession
500 11.

501 iii. Conditions Applicable to ADUs. The following conditions are applicable
502 to any ADUs provided pursuant to this Voluntary Concession 11. They

503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548

- shall not apply if a cash in lieu payment is provided.
- i. The ADU size will be in keeping with the typical unit size in the project for each similar unit type. The ADUs will be dispersed throughout the project. If the Owner provides parking for market-rate units, the Owner shall provide at least one parking space for each comparable ADU unit. If a parking fee is imposed, the same parking fee shall apply to comparable ADU units. The Owner shall have the right to require the payment of security deposits and other deposits or fees for ADU units that are also charged to market-rate units with the exception of amenities fees. Tenants of the ADUs shall have access to the same amenities as market rate tenants.
 - ii. The Owner agrees to record Restrictive Covenants among the land records of the Clerk of the Circuit Court of Arlington County, which shall define terms and conditions of the ADUs as such terms and conditions are agreed to in these Voluntary Concessions regarding issues including, but not limited to, price control periods and owner/renter occupancy and the matters agreed to in these voluntary concessions. These Covenants shall run with the land and be an encumbrance on the ADUs. The Covenants shall be recorded with the City's land records in Arlington County, after certification by the City Manager of their conformance with these Voluntary Concessions, and evidence of such recordation will be provided to the Zoning Administrator before a Certificate of Occupancy is issued for any dwelling unit in the project.
 - iii. The Owner will rent the ADUs directly or through its designated agent to qualified tenants, as determined by the City. The City will regulate and establish ADU qualification priorities.
 - iv. The monthly rent for the ADUs will be set by the Housing Commission with reference to the U.S. Department of Housing and Urban Development (“HUD”) Washington Primary Metropolitan Statistical Area (“PMSA”) area median household income (“AMI”). Such rent and unit mixes will be in effect for the life of the Project. ADU monthly rent shall include an additional amount as calculated by the percentage increase in AMI, but not less than the original ADU monthly rents listed above.
 - v. If any ADU rental units are marketed for sale as individually and separately owned condominiums within 20 years after the certificate of occupancy is issued for the residential building, then such ADU units will become home ownership units subjected to the conditions in **Voluntary Concession 11(iii)(vi-vii)** below. The City will be notified a minimum of 120 days prior to the sale of the first ADU condominium unit. All ADUs that the Owner desires to sell will be made available for sale within 6 months after the 120 notice. Tenants of individual ADU units will be given the right to purchase their individual unit at prices established under **Voluntary Concession 11(vii)**. ADU tenants opting not to purchase will receive relocation

549 benefits from the Owner as outlined in the City of Falls Church
550 Voluntary Relocation policy.

551 vi. If sold as a condominium, the Owner agrees to use commercially
552 reasonable efforts to reduce and minimize condominium fees for
553 such ADUs as allowed by the Virginia Condominium Act and
554 applicable law. Upon written notification by the Owner (as outlined
555 by the City) that an ADU is available for sale, the City or its
556 designee will have the right of first offering to purchase the for-
557 sale ADU for a 60-day purchase offer period following delivery of
558 such written notification to the City Manager. In the event the City
559 does not exercise such right to purchase the ADU or ultimately to
560 close on the sale of the ADU, the ADU shall be offered for sale
561 exclusively to City qualified and designated non-profit organizations
562 for a period of 30 days.

563 vii. In the event that the ADU is not sold as outlined above, the Owner
564 will be entitled to sell the ADU without further restrictions at market
565 rate. Net sale proceeds received by the Owner in excess of the
566 ADU price will be divided equally between the City and the Owner.
567 The Owner agrees that the ADU sales price will be set by the
568 Housing Commission with reference to the HUD PMSA AMI at a
569 sales price that are affordable to households whose income is no
570 more than 65% of HUD PMSA AMI.

571 viii. The ADU sales price will include an additional amount as calculated
572 by the percentage increase in HUD median income at the time
573 building permits are issued, but not less than the original sales
574 prices listed above. The limitations on sale of ADUs will apply for
575 a period of twenty years following the initial sale and with resale
576 within that first twenty years of each subsequent ADU owner's date
577 of purchase.

578 ix. ADU tenants/owners will have the same duties, rights and privileges
579 as all other tenants/owners in the project, except as such ADU duties,
580 rights and privileges are expressly altered by these voluntary
581 concessions.

582 x. A minimum of one of the ADU units shall be accessible as defined by
583 federal law. Additionally, as provided by federal law, all ADU and
584 market-rate units shall be ADA adaptable.

585 xi. The Owner will comply with all applicable fair housing laws.
586

587 12. Construction Management:

588 i. Construction Parking and Staging Plan: Prior to issuance of any
589 demolition and/or building permits the Owner agrees to prepare, submit,
590 and obtain the City Manager's approval of a demolition and staging plan
591 for the project. All demolition and construction of the project shall be
592 done in conformance with the approved demolition and staging plan. Once
593 a contractor has been selected for the project, the Owner will prepare a
594 Construction Parking Plan and a Construction Haul Route and Staging Plan

595 to be enforced by the Owner for the entire construction phase of the
596 project, and to obtain the City Manager's approval of the plan as providing
597 sufficient parking or other transportation services for working to the site,
598 and not having an adverse impact on traffic safety, prior to the issuance
599 of any building permit for the project. The Owner acknowledges and
600 agrees that violations of these Plans during construction can result in a Stop
601 Work Order and other enforcement measures by the City.

602 ii. Community Liaison During Construction: The Owner agrees to designate a
603 representative who is physically present on a regular basis on the Subject
604 Property to serve as a liaison to the community throughout the duration of
605 construction. The Owner agrees to provide the name and telephone number
606 of the liaison, in writing, to the City Manager prior to commencement of any
607 work on the site. The Owner agrees to have the representative schedule
608 meeting with the community, at an accessible location, no less frequently
609 than quarterly. The Owner further agrees to hold such meetings, after
610 notifying the City Manager, and the residents at least ten days prior to the
611 date of such meeting, and to permit residents to speak at the meeting to air
612 their concerns.

613 iii. Excavation Monitoring: The Owner agrees to continuously monitor for
614 soil movement and structural damage to adjacent structures during and
615 after excavation for the project. Structures within a distance equivalent to
616 or less than the depth of the excavation plus 10 feet will be surveyed by
617 the Owner for pre-development conditions and compared to post-
618 development conditions. For such structures, the Owner agrees to provide
619 insurance coverage for damage caused by excavations or construction
620 activities, as independently verified by a third-party engineering
621 consultant provided by the Owner. In no way will this provision limit the
622 liability of the Owner or its contractors for damages caused by
623 construction activity.

624 iv. Sidewalk Accessibility: The Owner agrees to maintain safe pedestrian
625 walkways throughout construction and thereafter, and to ensure that
626 such walkways are, at all times, separated from street traffic. If
627 vertical/above-grade construction is to occur adjacent to an active sidewalk,
628 appropriate overhead protection and lighting shall be provide with approval
629 from Building Safety. Sidewalks shall not be completely closed on either
630 side of the street, unless the City Manager or his designee approves such
631 closing, after finding that the Owner (1) cannot reasonably provide such
632 a pedestrian walkway, (2) will provide clear signs and access to the
633 sidewalk on the other side of the street, and (3) will manage the closure
634 so that the pedestrian walkway is not closed for more than 15 consecutive
635 days, unless City Manager (or his designee) approves a longer duration.

636 v. Pest Control and Plan: The Owner agrees to contract with a certified
637 pest control company licensed to do such business in the
638 Commonwealth of Virginia for a thorough extermination of any pests
639 and/or rodents that may be present on the Subject Property and provide
640 a containment plan prior to the start of demolition work and/or any
641 other land disturbing activities, and throughout construction. The pest

642 containment plan is subject to review and approval by the Building Official
643 prior to issuance of a demolition permit.

- 644 vi. Pavement Rideability During Construction: The Owner agrees to monitor,
645 by visual observation, the integrity of the roadway surfaces adjacent to the
646 Subject Property, including W. Broad Street, S. West Street, and Ellison
647 Street, during construction of the project. The Owner agrees to repair those
648 portions of the adjacent streets that are agreed upon by Owner and the
649 Director of Public Works and having been damaged by construction traffic
650 associated with the project and that materially impact the safe use of the
651 roadway from a rideability standpoint. This periodic repair during
652 construction, if necessary, shall be in addition to any paving or patch work
653 required upon completion of the project. The required repair shall be only
654 that directly caused by construction traffic on the Subject Property and shall
655 not include damage caused by any other source, including but not limited
656 to that caused by others not associated with the project, utility company
657 improvements, and other not in the direct control of the Owner or Owner's
658 representatives. Furthermore, the Owner shall conduct a pre-construction
659 site visit with the Director of Public Works in order to document the
660 existing road conditions prior to the start of construction, in addition to a
661 final "re-paving plan" that will be included in the approved Site Plan.

662
663 13. Other terms and Conditions

- 664 i. Owner acknowledges that the Special Exception as granted, runs with the
665 land and is not transferable to other land.
- 666 ii. Owner acknowledges that if granted, the Special Exception will be
667 contingent upon the conditions noted above, and shall not relieve the
668 Owner from compliance with the provisions of all applicant ordinances,
669 regulations, or adopted standards.
- 670 iii. Owner acknowledges that if granted, the Special Exception shall
671 automatically expire, without notice, thirty-six (36) months after the date
672 of approval unless the use has been established or construction has
673 commenced and been diligently pursued, in accordance with Division 3.
674 Section 48-90. (d), (6) of the City of Falls Church Zoning Ordinance.
- 675 iv. Site plan approval is defined as approval of the site plan for the subject
676 property by the Planning Commission pursuant to Section 48-1142 of the
677 Zoning Ordinance. Owner shall apply within 90 days of that Site Plan
678 approval for associated administrative staff approvals and related bonds
679 using good faith efforts to complete these approvals in a timely manner.
680 There may be consideration of one extension of three (3) months for the
681 above timeframe at the discretion of the Director of Community Planning
682 and Economic Development Services (CPEDS).
- 683 v. The City of Falls Church Commissioner of Revenue and/or his designated
684 staff shall be provided access to the residential portions of parking garage
685 for inspection of window stickers related to personal property taxes for
686 vehicles. In the event the access methods are changed or updated the
687 Commission of Revenue shall be provided notice within thirty (30)

- 688 calendar days.
689 vi. Timing of Commitments. Notwithstanding the foregoing, upon
690 demonstration that despite diligent efforts or due to factors beyond the
691 Owner's control commitments specified in these Voluntary Concessions
692 have been delayed beyond the timeframes specified, the City Manager
693 may agree to a later date for completion of said commitments.
694 vii. Should the Owner sell its interest or a portion thereof, rights, approvals,
695 or convey a controlling interest to their respective corporations or similar
696 legal entity, any purchaser of such interests, rights, approvals, or
697 controlling interest shall be bound by the terms and conditions contained
698 herein.
699 viii. Owner voluntarily submits the foregoing concessions, terms, and
700 conditions to the City Council to be incorporated by reference within the
701 Resolution for the Special Exception, should City Council grant the
702 application for Special Exception.
703 ix. The Owner acknowledges, understands and agrees that the property shall
704 only be developed in accordance with the Special Exception as granted.
705
706

707 MCRT INVESTMENTS, LLC

708
709
710 By: _____

711
712 Name: _____

713
714 Title: _____

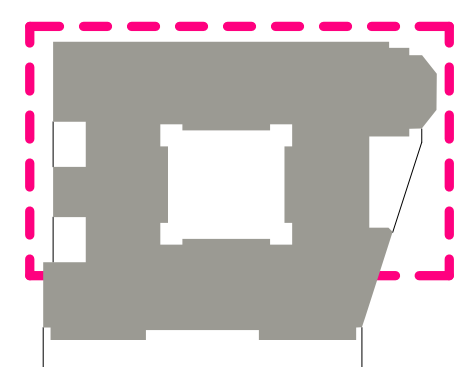
715
716
717 City of Falls Church

718
719 By: _____

720
721 Name: _____

722
723 Title: _____

724
725
726



MERCHANDISING PLAN

12.17.21 © 2021 ODELL Associates, Inc. All Rights Reserved

FOUNDERS ROW II A1.4A

1001 & 1003 WEST BROAD STREET
FALLS CHURCH, VA 22046