

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

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

5
6 **March 16, 2022**
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:
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- 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, revised on December 17, 2021, and further revised on February 21, 2022,
25 as prepared by Walter L. Phillips, Inc; (2) the Special Exception Application
26 Submission (Drawings) dated November 17, 2020, revised on June 8, 2021,
27 revised on December 18, 2021, and further revised on February 21, 2022, as
28 prepared by Odell Associates, Inc.; (3) the Traffic Impact Study (TIA) dated
29 November 17, 2020, revised on June 8, 2021, and further revised on December 17,
30 2021, prepared by Wells & Associates. The City Manager may approve minor
31 deviations from conformance with these documents, as requested by the Owner,
32 provided the deviations do not conflict with what is specifically agreed to in these
33 Voluntary Concessions, are consistent with the purpose and intent of the City
34 Council's approval of the Special Exception, and either (i) are necessary to permit
35 reasonable construction of the project, or (ii) as determined by the City
36 Manager, improve the project's overall functioning or benefit to the City. The
37 Owner may appeal an adverse decision by the City Manager to the City Council.
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- 39 2. Uses: The Owner agrees that the uses allowed on the Subject Property shall be
40 limited to the following: a multifamily use (as described below), which is
41 intended to be rental, but can be converted to condominiums at the discretion
42 of the Owner, and ground floor uses as described below. Uses shall be
43 approximately as shown in the building square foot amounts and in the locations
44 on the CDP.
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- i. Residential Multifamily: The Owner agrees that the project will include no more than 280 residential units in total, and twelve percent (12%) of the total residential units will be set aside for affordable housing as provided for in Section 11 of these Voluntary Concessions. None of the residential units shall be three-bedroom units. The Owner further agrees that the residential gross floor area (apartments, lobbies, and amenity space) in the project will not exceed 307,000 square feet.

- ii. Ground Floor Uses.
 - i. Commercial Plan. The Owner shall provide the following ground floor uses:
 - 1. A minimum of 22,000 square feet of ground floor space shall be reserved for retail sales and services allowed by the B-1 Zoning district, except as expressly prohibited in the following subsection. Of the 22,000 square feet, a minimum of 10,000 square feet will be required for restaurant uses. For the first five years, a maximum of 5,500 square feet will be retail service, fitness use notwithstanding. The Owner commits to using commercially reasonable efforts to market the retail space as described in the attached “Founders Row – Merchandising Plan,” and anticipates a variety of retail sales uses and restaurant types, including, but not limited to restaurants (either fast casual or full-service), bakery/café, and neighborhood-serving retail tenants.
 - 2. A minimum of 5,000 square feet shall be reserved for a Co-Working space to be utilized by residents of the multifamily community, along with non-community users on a membership basis. The Co-Working space shall also have a conference room available for reservation by City-affiliated civic associations. The location of the entrance to the Co-Working space shall be at least partially at grade with visibility from the street sidewalk along South West Street.
 - ii. Prohibited. The following uses shall be prohibited in the building:
 - 1. Public buildings and facilities
 - 2. Hotels, motels
 - 3. Inns, bed and breakfasts
 - 4. Group homes permitted by Section 48-486(10)
 - 5. Parking lots as a principal use
 - 6. Self-service laundries
 - 7. Shoe repair shops
 - 8. Antique shops
 - 9. Mortuaries
 - 10. Adult uses
 - 11. Any drug paraphernalia establishment
 - 12. Amusement arcade, as a principal or accessory use
 - 13. Satellite television antenna or ground-mounted conventional

- 92 television or radio antenna
93 14. The preparation, processing, assembling of electronic devices
94 and equipment, including computer systems, communication
95 systems, security systems, fire protection systems, control
96 systems and the like
97 15. Temporary shelters
98 16. Auction house
99 17. Flea market
100 18. Blood bank
101 19. Car wash
102 20. Rental car offices or sales
103 21. Car dealerships
104 22. Gun stores or firearm dealers, or shooting ranges
105 23. Church, temple, synagogue, mosque, or other house of worship
106 24. Stores selling primarily tobacco, electronic cigarettes, vaping
107 supplies, e-liquids or similar materials, or cannabis products.
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109 3. Ground Floor Design Requirements: The Owner agrees that the following design
110 standards shall be met for all commercial space identified as part of the GLA in
111 the project:

- 112 i. Retail Ceiling Heights: the ground floor retail spaces shall be constructed
113 with a minimum interior ceiling height in at least 75% of the retail space
114 (measured “slab to slab”) of at least 16 feet in height.
115 ii. Ground Floor Transparency: The Owner agrees that the ground floor retail
116 or other ground floor commercial space wall (excluding garage entrances)
117 fronting W. Broad Street or S. West Street shall have an average 70%
118 transparency (meaning a clear view from the outside to the interior space
119 and activity and not obstructed by drapes or blinds, or by any other
120 window coverings, or shelving or other furniture) for the area of any wall
121 facing said streets that is between three (3) feet and eight (8) feet above
122 grade, unless the City Manager approves a lower percentage to
123 accommodate placemaking elements. This provision is not intended to
124 prohibit merchandise displays that are viewed from the street within the
125 transparency area or restaurants that utilize blinds or curtains to
126 intermittently shade customers from unwelcomed sunlight. Further, this
127 provision is not intended to prohibit restaurants from placing seating
128 adjacent to windows.
129 iii. Sidewalk Ingress and Egress: The Owner agrees that all retail businesses
130 that front W. Broad Street and S. West Street shall have retail storefront
131 entrances that provide retail customers ingress and egress to and from the
132 adjacent street.
133 iv. Ventilation Shaft: At least one ventilation shaft through the roof for
134 restaurant use shall be installed prior to issuance of the first Certificate of
135 Occupancy of a residential use. The shaft shall be designed such that any
136 ground floor commercial space can connect to it, and the shaft shall have
137 sufficient capacity to serve a minimum of 10,000 square feet of restaurant

- 138 uses.
- 139 v. Storefront Facades: Prior to the issuance of the first Certificate of
- 140 Occupancy for a residential use, a minimum of 50% of the non-leased
- 141 storefront facades will be completed. Prior to issuance of the 51%
- 142 Certificate of Occupancy of a residential use, all non-leased storefront
- 143 facades will be completed.
- 144 vi. Commercial Spaces: Prior to issuance of a certificate of occupancy for the
- 145 final fifty percent (50%) of the total residential units, the Owner agrees that
- 146 the shell retail spaces for the entirety of the project will be completed.
- 147 These shell commercial spaces will include installed water and sewer lines
- 148 available within or below the tenant's individual space; adequate utilities
- 149 including electrical power and natural gas located in the Landlord's utility
- 150 rooms; shaft access for kitchen exhaust vents and HVAC line sets; and
- 151 adequate designated rooftop space for the installation of the tenant's HVAC
- 152 equipment. The vacant spaces will be climate controlled to prevent
- 153 freezing of lines.
- 154 vii. Commercial Leasing: Prior to issuance of a certificate of occupancy for any
- 155 part of the final residential floor (equivalent to approximately 20% of the
- 156 total residential units), the Owner agrees that a minimum of thirty percent
- 157 (30%) of the commercial space shall be under executed lease. Prior to
- 158 issuance of the final 10% of Certificates of Occupancy for residential space,
- 159 a minimum of 50% of commercial space shall be under executed lease.

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161 4. Architecture, Urban Design, and Streetscape

- 162 i. Architecture: The architectural design and building materials shall be in
- 163 general conformance with the illustrative elevations included in the special
- 164 exception application, but may be modified by the Applicant as part of final
- 165 engineering and building design, provided that such modifications provide
- 166 an equivalent quality of design and materials to those shown on the
- 167 illustrative elevations included in the special exception application, subject
- 168 to approval by the Planning Commission (as part of Site Plan Approval)
- 169 with recommendation by the Architectural Advisory Board. Any exterior
- 170 vents on the façade shall be as flush to the wall as possible and painted to
- 171 match the color of the surrounding material.
- 172 ii. Streetscape:
- 173 i. The Owner agrees to construct streetscape improvements along W.
- 174 Broad Street and S. West Street in conformance with the City of Falls
- 175 Church's Streetscape Standards adopted March 13, 2017.
- 176 Notwithstanding the above, the streetscape design for the public
- 177 park/open space and areas adjacent to it at the intersection of S. West
- 178 and Ellison Streets may deviate from the adopted Streetscape standards
- 179 for the purposes of integrating into the overall design of the open space.
- 180 ii. The Owner agrees that only in instances where outdoor dining is to be
- 181 located, or obstructions such as tree pits prevent the required Clear
- 182 Sidewalk, modifications to the streetscape or a decrease in the required
- 183 Clear Sidewalk to not less than six (6) feet shall be permitted to allow

- 184 a restaurant tenant a commercially reasonable amount of space for
185 outdoor dining.
- 186 iii. The Owner agrees to maintain the streetscape improvements
187 (including street trees and maintaining a litter-free environment but
188 excluding maintenance of and cost of electricity for City standard
189 streetlights) constructed as part of this project as long as the project
190 remains. The terms of such maintenance responsibilities will be set
191 forth in a Streetscape Maintenance Agreement to be negotiated
192 between the Owner and the City, which agreement will be finalized,
193 approved by the City Manager, and executed by the Owner prior to
194 issuance of a Certificate of Occupancy for any occupiable space in
195 the project.
- 196 iv. The Owner agrees to install an exterior electrical outlet (duplex outlet)
197 in each planter bed. Additionally, an exterior water bib shall be installed
198 every 100 linear feet along S. West Street and W. Broad Street along the
199 building face.
- 200 iii. Publicly Accessible Spaces. The Owner agrees to set aside two spaces at
201 the project as publicly accessible open areas, the use and design of which
202 will be defined during the Site Plan process. One space shall be located
203 near the intersection of West Broad and South West Streets (currently
204 labeled as “Founders Plaza” on submission documents); the second space
205 shall be located at the intersection of South West and Ellison Streets
206 (currently labeled as “The Lawn” on submission documents).
- 207 iv. Pedestrian Pathway. The Owner agrees to create a safe passageway for
208 north-south pedestrian connectivity along the western boundary of the
209 property. This pathway will provide free and clear passage from W. Broad
210 Street to Ellison Street. The building’s electrical infrastructure located in
211 that general vicinity as illustrated on the site plan will be appropriately
212 screened and gated to prevent interference.
- 213 v. Garage. The garage will provide easily understood and ADA-compliant
214 wayfinding via signage and painting to indicate garage levels and
215 distinguish between residential and retail parking. Garage walls and ceiling
216 in commercial parking areas shall be painted a light color.

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218 5. Utilities

- 219 i. Fiber Optic Conduit: The Owner agrees to provide two, 2” empty conduits
220 for fiber optic cable, for use by the City, to run under the West Broad
221 Street sidewalks and crosswalks constructed by the Owner. The conduit
222 and pull boxes shall be located along the frontage of the lot and shall comply
223 with the specifications provided by the City. Pull boxes shall be placed at
224 each intersection corner and with spacing not to exceed 600’. Pull boxes
225 located at intersection corners shall have separate pull boxes from the traffic
226 signal boxes; however, two, 2” conduits will be required to connect the
227 signal and fiber optic pull boxes.
- 228 ii. Sanitary Sewer Capacity:
- 229 i. Prior to site plan approval, the Owner agrees to conduct a sewer

230 capacity analysis of public sewers by a qualified engineer at the lateral
231 tie in points to a point 1,000 linear feet downstream to evaluate the
232 existing and post-development condition of sanitary sewers.

233 ii. The City Manager and the Owner will mutually agree to sanitary sewer
234 lateral tie-ins. Locations will be based off of the capacity analysis
235 study.

236 iii. If the analysis shows that an increase in flow created by the proposed
237 development causes an existing adequate pipe to become under
238 capacity, the developer shall, at their sole cost, upgrade the section of
239 sewer main, extending to a downstream connecting/receiving pipe of
240 the same or larger pipe diameter, so that the sewer has sufficient
241 capacity for the development.

242 iv. If the sewer capacity study identifies existing pipes already
243 experiencing capacity issues, and the developer is tying into the pipe,
244 the City Manager will waive part or all of the Sewer Availability fees
245 associated with the subject Property in an amount equal to the verified
246 costs of design and construction of said improvements. The design and
247 construction costs to perform necessary improvements (excluding
248 capacity analysis) will be determined during Site Plan approval. The
249 Owner agrees to design and construct the system improvements needed
250 for this project at no cost to the City.

251 iii. Stormwater Fund Contribution: The Owner agrees to contribute \$45,000
252 to the City's Stormwater Fund for the purpose of mitigating the removal
253 of currently existing on-site tree canopy coverage. The City Arborist is to
254 determine how these funds are utilized. The total contribution shall be
255 paid prior to the issuance of the first certificate of occupancy for
256 residential space.

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258 6. Community Benefits

259 i. Schools Capital Cost Contribution. The Owner agrees to make a voluntary
260 contribution to the City of Falls Church to offset school capital costs in the
261 amount of \$310,000 (equivalent to approximately \$1,250 per market rate
262 rental apartment). The total contribution shall be paid prior to the issuance
263 of the first certificate of occupancy for residential space.

264 ii. Libraries. In return for various benefits to the Owner granted through the
265 special exception process and to ameliorate the increase in library use by
266 residents from the Special Exception Approval, the Owner agrees to
267 provide a contribution to the City of \$25,000 (equivalent to approximately
268 \$100 per market rate rental apartment) in support of community
269 improvements and future planned upgrades to City libraries. The total
270 contribution will be paid prior to issuance of the first certificate of
271 occupancy for residential use.

272 iii. Parks and Recreation. In return for various benefits to the Owner granted
273 through the special exception process and to ameliorate the reduction of
274 open space in the City and increase in residents resulting from the Special
275 Exception Approval, the Owner agrees to provide a contribution to the

276 City of \$25,000 (equivalent to approximately \$100 per market rate rental
277 apartment) in support of community improvements and future planned
278 upgrades to City-owned parks. The total contribution will be paid prior to
279 issuance of the first certificate of occupancy for residential use.
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281 7. Public Art

- 282 i. Founders Plaza Art Installation. The Owner agrees to install a public art
283 display located within the “Founders Plaza.” The selection of the art object
284 itself shall be subject to a public review process including, but not limited
285 to, Planning Commission, the Arts & Humanities Council, and work shops
286 involving local schools and the broader public. The process shall be
287 governed as a Site Plan Amendment subject to Planning Commission
288 approval. The Owner shall apply within one year of Site Plan approval for
289 the Amendment, and the art shall be installed prior to the issuance of the
290 Certificate of Occupancy for any part of the final floor of residential use..
- 291 ii. Historical Markers. The Owner agrees to install a minimum of two (2)
292 historical markers on the property (or at a nearby location approved by the
293 City Manager), referencing the history of the site and surrounding
294 neighborhood. The markers will be located in publicly-accessible open
295 space, and the content of the markers will be determined in conjunction
296 with the Arts & Humanities Council, along with the Falls Church Historic
297 Commission.
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299 8. Public Safety

- 300 i. Public Safety Radio: The Owner agrees to ensure that all buildings and
301 parking garages on the Subject Property are constructed in a manner
302 that permits public safety radio signals to be transmitted and received
303 throughout all areas within the building and from those areas to all outdoor
304 areas of the property that is the subject of the Special Exception. The
305 Owner will install the necessary equipment and, with at least five days'
306 notice to the City Manager, Police, and Fire Departments, perform a radio
307 transmission test upon completion of the project, but prior to issuance of
308 the first Certificate of Occupancy, in order to establish that there exists
309 the ability to transmit and receive public safety radio signals from the
310 interior of the building and parking garages, including the subterranean
311 levels. The Owner agrees to permit the City Manager or his designee
312 to be present at the site during the tests and to verify the results. Should
313 the test fail, the Owner will find and implement a solution acceptable to
314 the City so as to resolve the problem with 90 days of the test.
- 315 ii. Life Safety: The Owner agrees to provide:
- 316 i. Emergency Generator: Natural gas, or other approved power supply,
317 generator sized to accommodate the following loads all at one time for
318 the Subject Property:
- 319 1. Fire Alarm System

- 320 2. Fire Pump, if equipped
321 3. Emergency Hall and Exit Lighting
322 4. One Elevator for the Multifamily Use (or enough to be
323 sufficient to provide ADA egress from all units)
324 5. Domestic Water Pumps, if equipped, so that residents can
325 maintain water throughout the building during a power outage;
326 and
327 6. Sump Pumps.
- 328 ii. Fire command center located near the main entrance (address side) of
329 the building with control and annunciation of elevators, generator, fire
330 pump, and HVAC systems, including a separate cooling system for the
331 command center. The fire command center will be accessible from
332 both the exterior and from the main lobby. HVAC controls are to be
333 compliant with the Virginia Construction Code (VCC).
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335 9. Transportation

- 336 i. Transportation Demand Management (TDM) and Parking Management
337 Plan. The Owner agrees to develop and implement a TDM program as shall
338 be referenced in a Transportation Management Plan that will be prepared
339 as a part of the site plan process, with final approval by Planning
340 Commission. The Owner agrees to implement the TDM program and
341 Parking Management Plan, together, in a way that achieves the goals of i)
342 reducing onsite parking demand by 22 percent from City Standards; and ii)
343 reducing the number of PM peak hour vehicle trips for the multi-family
344 uses by 25 percent from ITE Trip Generation Manual 10th Edition
345 predictions. The TDM program will include a list of infrastructure and
346 incentives to be provided as well as monitoring programs and additional
347 techniques to be administered in the event performance goals are not
348 achieved. In addition, the TDM program will categorize infrastructure,
349 techniques and incentives (hereafter collectively referred to as “elements”)
350 as falling into one or more of four categories: (1) Site Design, Infrastructure
351 and Options; (2) Promotion, education and incentives; (3) Monitoring and
352 Enforcement; and/or (4) Adaptive Management. The Owner agrees to work
353 with the City Manager to reach agreement as to how the elements will be
354 used at any given time. The Owner agrees that City of Falls Church staff
355 upon prior written notice to the Owner’s designated representative will
356 have access to the garage(s) on the Subject Property at all times to conduct
357 parking utilization counts and to monitor compliance with the TDM and
358 Parking Management Plans.
- 359 ii. West Broad Street Traffic Signal and Cabinet.
- 360 i. Signal: The Owner agrees to submit a signal modification plan and,
361 subject to City and/or VDOT approval, adjust the signal timing/phasing
362 to improve the performance of the signal. Specifically, the signal
363 modification plan will seek to eliminate the split signal phasing for the
364 West Street approaches and replace with concurrent left turn phasing.

365 These improvements may include appropriate striping modifications
366 within the geometric limits of the intersection as coordinated with the
367 City and VDOT.

368 ii. Cabinet: In coordination with the voluntary concession to construct
369 crosswalks at Broad & West (see below), the Owner agrees to relocate
370 the traffic signal equipment and the Owner agrees to provide, at their
371 cost, new equipment if the existing equipment cannot be relocated. The
372 revised location of the traffic cabinet will be determined during the Site
373 Plan process.

374 iii. Bike Share: The Owner agrees to provide an annual financial contribution
375 equal to the gross cost of operation and maintenance of the “Bike Share”
376 facility proposed on or adjacent to the Property if determined feasible by
377 the City, up to a maximum of \$20,000 annually (escalated by 3% per year).
378 The annual financial contribution will be made every year after issuance of
379 the first residential occupancy permit on the property for the life of the
380 project or until the discontinuation of the Bike Share facility. The Owner
381 will make the first contribution on or before the last day of the month in
382 which the first residential occupancy permit is issued, with subsequent
383 annual contributions on or before the last day of the month in which the
384 first residential occupancy permit was issued, (for example if the first
385 residential occupancy permit is issued in March 2024, then the first
386 payment would be due by March 31, 2024 and annual contributions would
387 be due by March 31 of subsequent years).

388 iv. Bus Stop: The Owner agrees to construct a bus stop including a shelter
389 with appropriate signage and landing pad amenities at a location generally
390 shown on the CDP, but with the final location to be determined in
391 coordination with the City Manager as being consistent with the City's Bus
392 Stop & Shelter Plan during Site Plan approval. The bus stop design and
393 amenities shall be included in the Site Plan approval, and will be in
394 conformance with the City's adopted Bus Stop & Shelter Plan, which
395 provides specifications and target locations for such bus stops. The shelter
396 shall include conduit and electrical service to allow for installation of a real
397 time bus information sign. The Owner further agrees that, in lieu of
398 building the shelters, and at the discretion of the City Manager, the Owner
399 may pay the City \$50,000 prior to the issuance of building permits for the
400 project, as its contribution toward a bus shelter elsewhere in the City.

401 v. Crosswalks.

402 i. The Owner agrees to construct, at their own cost, pedestrian crosswalks
403 along the west and south legs of the West Broad and South West Street
404 intersection, including the reconfiguration of accessible ramps,
405 designed with each ramp serving one crossing direction.

406 ii. The Owner agrees to install new crosswalks, at their own cost, along
407 South West Street near the Ellison Street intersections that better align
408 the pedestrian crossing, as illustrated in the Site Plan. The crosswalks
409 will service both the east-west connection as well as the north-south
410 connection on the east side of South West Street, and will include

411 accessible ramp improvements. The Owner will also construct curb
412 extensions (bump outs) along both directions of the east-west crosswalk
413 on South West Street for pedestrian safety and traffic calming purposes,
414 effectively reducing the width of South West Street to 22 feet.

415 vi. Traffic Calming.

416 i. The Owner agrees to installing radar “Your Speed” speed limit signs
417 and/or flashing pedestrian crossing beacons (if warranted) in both
418 directions of South West Street near the intersection of Ellison Street.
419 Final location of these measures will be coordinated with the City at
420 Site Plan. If the City decides that an alternative form of traffic calming
421 is more appropriate, this can be revised during the Site Plan process as
422 approved by the Planning Commission.

423 ii. The Owner agrees to construct a median break along West Broad Street
424 to allow for left-turn movements out of the parking garage, but
425 restricting left-turn in movements. The parking garage will contain a
426 dedicated left-turn lane to allow for ease of egress onto West Broad
427 Street. Appropriate signage and pedestrian safety measures will be
428 coordinated with the City at Site Plan.

429 vii. Ellison Street Parking. The Owner agrees to work with the City Staff to
430 effectuate a parking zone restriction along Ellison Street to allow for short-
431 term parking duration during the day and to prohibit overnight parking by
432 building residents and visitors. To assist in those efforts, the Owner
433 voluntary commits to a cash contribution to the City of \$10,000, to be
434 utilized at the City’s and neighborhood’s discretion, for items such as
435 signage, street improvements, and striping. The total contribution shall be
436 paid prior to the issuance of the first certificate of occupancy for residential
437 use.

438 viii. Delivery Parking. The Owner agrees to allocating a minimum of three (3)
439 parking spaces interior to the garage for rideshare and food delivery/pickup
440 parking. Those spaces shall be located on the main level of the garage in a
441 convenient and proximate area that provides direct access to the retail
442 spaces, and clearly labeled for those purposes.

443 ix. Bicycles: The Owner agrees to provide secure bicycle storage facilities
444 consistent with those shown on the CDP for the residential uses of the
445 project as well as short-term bicycle parking for the commercial uses of
446 the project. Bike storage shall be consistent with the Bicycle Parking
447 Requirements of the City’s Zoning Ordinance, and will have convenient
448 access to external garage entrances and internal pedestrian entrances and
449 elevators. These facilities will be finalized and approved as part of Site
450 Plan approval.

451 x. City Sidewalk Improvements: The Owner voluntary agrees to a cash
452 contribution to the City of \$100,000 to be utilized for the improvement of
453 City sidewalks and streets located within a 1,000-foot radius of the project
454 via the City’s “missing links” program. The total contribution shall be
455 paid prior to the issuance of the first certificate of occupancy for
456 residential use.

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10. Environmental Improvements:

- i. Green Building Criteria: The Owner agrees to have the project designed such that a Leadership in Energy and Environmental Design (“LEED”) Accredited Professional (“LEED AP”) can and will certify that the project is likely to yield at least the points necessary to achieve status of LEED Gold under LEED-Multifamily Mid-Rise v4. Additionally, the Owner commits to achieving a minimum 20 percent improvement in baseline energy performance. Prior to site plan approval, the Owner will provide the City with a LEED checklist and scorecard as prepared by a LEED AP that demonstrates that the project is designed to achieve both LEED Gold certification and the 20 percent improvement in energy performance. Following completion of construction and occupancy, and in accordance with LEED guidelines, the Owner will prepare the necessary documentation to seek official LEED certification from the U.S. Green Building Council. Prior to the issuance of first certificate of occupancy, the Applicant will post a \$50,000 bond or letter of credit for the project which includes terms approved in advance by the City Manager to assure the City that the Owner will satisfy its obligations under this paragraph to achieve LEED Gold certification. If the project achieves the intended LEED certification within three (3) years after issuance of a certificate of occupancy for the last residential unit, then the associated bond or letter of credit will be released by the City. If the project does not achieve the intended LEED certification within three (3) years after the issuance of the last certificate of occupancy but fell within five (5) points of attainment intended LEED certification, 50% of the bond or letter of credit will be released to the Owner; the City will redeem the other 50% of the associated bond or letter of credit for City environmental improvements at the project location and/or vicinity with the scope at the City’s sole discretion. If the project does not achieve the intended LEED certification within three (3) years after the issuance of the last certificate of occupancy but was more than five (5) points from attaining the intended LEED certification, the City will redeem the associated bond or letter of credit for City environmental improvements at the project location and/or vicinity with the scope at the City’s sole discretion.
- ii. Electrical Appliances: The Owner commits that all appliances installed in the property will be electrically powered, not natural gas, to avoid greenhouse gas emissions and improve the environmental performance of the property.
- iii. Future Solar Panels: The Owner agrees to aggregate rooftop mechanical systems to the best extent possible to maximize free areas oriented towards the southern sky and in areas sized for standard commercial panel solar arrays. Additionally the Owner agrees to installing properly-labeled conduit suitably sized for solar panel installations to the central electric room, and ensure that the roof and electrical room are sized to accommodate future inverters, controllers, and meters. The Owner agrees

503 to solicit bids from two providers of solar panels to evaluate installation
504 cost.

505 iv. Electric Vehicle Charging Station: The Owner agrees that a minimum of
506 five percent of the total parking spaces will be installed with charging
507 stations for electric vehicles. The Owner further agrees to provide conduit
508 for a minimum of 50% of the total parking spaces to include charging
509 stations for electric vehicles in the future. The location of the charging
510 stations will be determined at Site Plan Approval, but will include stations
511 and conduit in both the residential and commercial portions of the project.

512 v. Storm Drainage and Runoff: The Owner agrees to provide storm water
513 management in conformance with that shown on the CDP. Owner agrees
514 to reduce the storm water runoff from the site during a 10-year 24-hour
515 storm by 20%. The project shall also meet the minimum requirements set
516 forth in Chapter 35 of the City Code. Existing conditions shall be used as
517 the basis of the peak flow calculation, unless another standard is agreed to
518 by the City Manager. The runoff calculations should incorporate a design
519 storm rainfall depth of 5.87 inches..

520 vi. Lighting: The Owner agrees that all exterior lighting for the Subject
521 Property shall comply with the City Ordinances with respect to spill over
522 to residential neighborhood south of the project, and exterior lighting shall
523 be shielded and directed away from any adjacent residential property. To
524 the extent feasible, low energy light fixtures will be used. The lighting plan
525 for exterior lighting on Ellison Street will incorporate dark sky lighting
526 principles in accordance with the standards of the International Dark Sky
527 Association.

528 vii. Installation of Vegetation: The Owner agrees that the vegetation installed
529 for the project will consist of native and regionally adapted species with a
530 majority being from the City's list of recommended plants. Final sizes,
531 species, and placement will be determined as part of the Site Plan
532 Approval. Plant materials shall be at least the following sizes at
533 installation:

- 534 i. Evergreen trees (8 to 10 feet in height at planting)
- 535 ii. Shade trees (minimum 2.5 inch caliper, 14 feet in height at
536 planting on W Broad Street and minimum 2.5 inch caliper
537 otherwise)
- 538 iii. Large shrubs (minimum 24 inches)
- 539 iv. Small shrubs (minimum 18 inches)

540 The timing of installation of vegetation shall be determined during the
541 Site Plan Approval. The City Arborist may allow modification to the
542 timing of installation based on the planting season, availability of plant
543 materials, or weather, which may not permit installation of plant
544 materials and/or street trees by the required timing.

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

- 548 i. Provision of Affordable Dwelling Units

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- i. Baseline: The Owner will provide affordable dwelling units (“ADUs”) in the project equal to twelve (12) percent of the total number of dwelling units (rounded up to the nearest whole number) actually constructed, equivalent to thirty-four (34) total units based on the proposed 280-unit program. The proportion of ADUs by number of bedrooms will follow the same proportionate mix for the market rate units in the project. The ADU's shall be offered for rents at three income tiers: those that are affordable to households whose income is no more than 40%, 60%, and 80% of HUD PMSA AMI. The mix of affordability will be as follows:
 - 1. Two (2) homes set aside at the 40% AMI tier (equivalent to 6% of the total affordable units). Those homes will be a one bedroom and a two-bedroom unit.
 - 2. Seventeen (17) homes set aside at the 60% AMI tier (equivalent to 49% of the total affordable units).
 - 3. Fifteen (15) homes set aside at the 80% AMI tier (equivalent to 45% of the total affordable units).
- ii. Cash in Lieu Payment. At the City’s sole discretion, prior to issuance of the first residential occupancy permit for the project, the Owner agrees to make a cash contribution to the City’s housing trust fund in lieu of providing some or all of the ADUs described in this Voluntary Concession. The amount of the cash contribution shall be mutually agreed upon by the City and the Owner. If the City and the Owner cannot mutually agree upon a contribution amount, then the Owner will provide ADUs in conformance with the provisions in this Voluntary Concession 11.
- iii. Conditions Applicable to ADUs. The following conditions are applicable to any ADUs provided pursuant to this Voluntary Concession 11. They shall not apply if a cash in lieu payment is provided.
 - i. The price control period will last for the life of the project.
 - ii. 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, but without charge thereof.
 - iii. 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

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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.

- iv. 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.
- v. The monthly rent for the ADUs will be approved 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.
- vi. 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 benefits from the Owner as outlined in the City of Falls Church Voluntary Relocation policy.
- vii. If sold as a condominium, the Owner agrees to use commercially reasonable efforts to reduce and minimize condominium fees for such ADUs as allowed by the Virginia Condominium Act and applicable law. Upon written notification by the Owner (as outlined by the City) that an ADU is available for sale, the City or its designee will have the right of first offering to purchase the for-sale ADU for a 60-day purchase offer period following delivery of such written notification to the City Manager. In the event the City does not exercise such right to purchase the ADU or ultimately to close on the sale of the ADU, the ADU shall be offered for sale exclusively to City qualified and designated non-profit organizations for a period of 30 days.
- viii. In the event that the ADU is not sold as outlined above, the Owner will be entitled to sell the ADU without further restrictions at market rate. Net sale proceeds received by the Owner in excess of the ADU price will be divided equally between the City and the Owner.

641 The Owner agrees that the ADU sales price will be approved by
642 the Housing Commission with reference to the HUD PMSA AMI
643 at a sales price that are affordable to households whose income is
644 no more than 65% of HUD PMSA AMI.

- 645 ix. The ADU sales price will include an additional amount as calculated
646 by the percentage increase in HUD median income at the time
647 building permits are issued, but not less than the original sales
648 prices listed above. The limitations on sale of ADUs will apply for
649 a period of twenty years following the initial sale and with resale
650 within that first twenty years of each subsequent ADU owner's date
651 of purchase.
- 652 x. ADU tenants/owners will have the same duties, rights and privileges
653 as all other tenants/owners in the project, except as such ADU duties,
654 rights and privileges are expressly altered by these voluntary
655 concessions.
- 656 xi. A minimum of one of the ADU units shall be accessible as defined by
657 federal law. Additionally, as provided by federal law, all ADU and
658 market-rate units shall be ADA adaptable.
- 659 xii. The Owner will comply with all applicable fair housing laws.

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661 12. Construction Management:

- 662 i. Construction Parking and Staging Plan: Prior to issuance of any
663 demolition and/or building permits the Owner agrees to prepare, submit,
664 and obtain the City Manager's approval of a demolition and staging plan
665 for the project. All demolition and construction of the project shall be
666 done in conformance with the approved demolition and staging plan. Once
667 a contractor has been selected for the project, the Owner agrees to prepare
668 a Construction Parking Plan and a Construction Haul Route and Staging
669 Plan to be enforced by the Owner for the entire construction phase of
670 the project, and to obtain the City Manager's approval of the plan as
671 providing sufficient parking or other transportation services for working
672 to the site, and not having an adverse impact on traffic safety, prior to
673 the issuance of any demolition or building permit for the project. The
674 Owner acknowledges and agrees that violations of these Plans during
675 construction can result in a Stop Work Order and other enforcement
676 measures by the City.
- 677 ii. Community Liaison During Construction: The Owner agrees to designate
678 and maintain a representative who is physically present on a regular basis on
679 the Subject Property to serve as a liaison to the community throughout the
680 duration of construction. The Owner agrees to provide the name and
681 telephone number of the liaison, in writing, to the City Manager prior to
682 commencement of any work on the site, and prior to any change of such
683 liaison. The Owner agrees to have the representative schedule meeting with
684 the community, at an accessible location, no less frequently than quarterly.
685 The Owner further agrees to hold such meetings, after notifying the City
686 Manager, and the residents at least ten days prior to the date of such meeting,

- 687 and to permit residents to speak at the meeting to air their concerns.
- 688 iii. Excavation Monitoring: The Owner agrees to continuously monitor for
- 689 soil movement and structural damage to adjacent structures during and
- 690 after excavation for the project. Structures within a distance equivalent to
- 691 or less than the depth of the excavation plus 10 feet will be surveyed by
- 692 the Owner for pre-development conditions and compared to post-
- 693 development conditions. For such structures, the Owner agrees to provide
- 694 insurance coverage for damage caused by excavations or construction
- 695 activities, as independently verified by a third-party engineering
- 696 consultant provided by the Owner. In no way will this provision limit the
- 697 liability of the Owner or its contractors for damages caused by
- 698 construction activity.
- 699 iv. Sidewalk Accessibility: The Owner agrees to maintain safe pedestrian
- 700 walkways throughout construction and thereafter, and to ensure that
- 701 such walkways are, at all times, separated from street traffic. If
- 702 vertical/above-grade construction is to occur adjacent to an active sidewalk,
- 703 appropriate overhead protection and lighting shall be provide with approval
- 704 from Building Safety. Sidewalks shall not be completely closed on either
- 705 side of the street, unless the City Manager or his designee approves such
- 706 closing, after finding that the Owner (1) cannot reasonably provide such
- 707 a pedestrian walkway, (2) will provide clear signs and access to the
- 708 sidewalk on the other side of the street, and (3) will manage the closure
- 709 so that the pedestrian walkway is not closed for more than 15 consecutive
- 710 days, unless City Manager (or his designee) approves a longer duration.
- 711 v. Pest Control and Plan: The Owner agrees to contract with a certified
- 712 pest control company licensed to do such business in the
- 713 Commonwealth of Virginia for a thorough extermination of any pests
- 714 and/or rodents that may be present on the Subject Property and provide
- 715 a containment plan prior to the start of demolition work and/or any
- 716 other land disturbing activities, and throughout construction. The pest
- 717 containment plan is subject to review and approval by the Building Official
- 718 prior to issuance of a demolition permit.
- 719 vi. Pavement Rideability During Construction: The Owner agrees to monitor,
- 720 by visual observation, the integrity of the roadway surfaces adjacent to the
- 721 Subject Property, including W. Broad Street, S. West Street, and Ellison
- 722 Street, during construction of the project. The Owner agrees to repair those
- 723 portions of the adjacent streets that are agreed upon by Owner and the
- 724 Director of Public Works and having been damaged by construction traffic
- 725 associated with the project and that materially impact the safe use of the
- 726 roadway from a rideability standpoint. This periodic repair during
- 727 construction, if necessary, shall be in addition to any paving or patch work
- 728 required upon completion of the project. The required repair shall be only
- 729 that directly caused by construction traffic on the Subject Property and shall
- 730 not include damage caused by any other source, including but not limited
- 731 to that caused by others not associated with the project, utility company
- 732 improvements, and other not in the direct control of the Owner or Owner's
- 733 representatives. Furthermore, the Owner agrees to conduct a pre-

734 construction site visit with the Director of Public Works in order to
735 document the existing road conditions prior to the start of construction, in
736 addition to a final “re-paving plan” that will be included in the approved
737 Site Plan.

- 738 vii. Repaving Post-Construction. After final acceptance of public
739 improvements associated with the project, the Owner agrees to repave
740 streets on all frontages from the curb to the centerline of the street.

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743 13. Other terms and Conditions

- 744 i. Owner acknowledges that the Special Exception as granted, runs with the
745 land and is not transferable to other land.

- 746 ii. Owner acknowledges that if granted, the Special Exception will be
747 contingent upon the conditions noted above, and shall not relieve the
748 Owner from compliance with the provisions of all applicant ordinances,
749 regulations, or adopted standards.

- 750 iii. Owner acknowledges that if granted, the Special Exception shall
751 automatically expire, without notice, thirty-six (36) months after the date
752 of approval unless the use has been established or construction has
753 commenced and been diligently pursued, in accordance with Division 3.
754 Section 48-90. (d), (6) of the City of Falls Church Zoning Ordinance.

- 755 iv. Site plan approval is defined as approval of the site plan for the subject
756 property by the Planning Commission pursuant to Section 48-1142 of the
757 Zoning Ordinance. Owner shall apply within 90 days of that Site Plan
758 approval for associated administrative staff approvals and related bonds
759 using good faith efforts to complete these approvals in a timely manner.
760 There may be consideration of one extension of three (3) months for the
761 above timeframe at the discretion of the Director of Community Planning
762 and Economic Development Services (CPEDS).

- 763 v. The City of Falls Church Commissioner of Revenue and/or his designated
764 staff shall be provided access to the residential portions of parking garage
765 for inspection of window stickers related to personal property taxes for
766 vehicles. In the event the access methods are changed or updated the
767 Commission of Revenue shall be provided notice within thirty (30)
768 calendar days.

- 769 vi. Timing of Commitments. Notwithstanding the foregoing, upon
770 demonstration that despite diligent efforts or due to factors beyond the
771 Owner's control commitments specified in these Voluntary Concessions
772 have been delayed beyond the timeframes specified, the City Manager
773 may agree to a later date for completion of said commitments if the City
774 Manager finds that the later date is reasonable and the Owner is diligently
775 pursuing completion of work.

- 776 vii. Should the Owner sell its interest or a portion thereof, rights, approvals,
777 or convey a controlling interest to their respective corporations or similar
778 legal entity, any purchaser of such interests, rights, approvals, or
779 controlling interest shall be bound by the terms and conditions contained

- 780 herein.
781 viii. Owner voluntarily submits the foregoing concessions, terms, and
782 conditions to the City Council to be incorporated by reference within the
783 Resolution for the Special Exception, should City Council grant the
784 application for Special Exception.
785 ix. The Owner acknowledges, understands and agrees that the property shall
786 only be developed in accordance with the Special Exception as granted.
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789 MCRT INVESTMENTS, LLC

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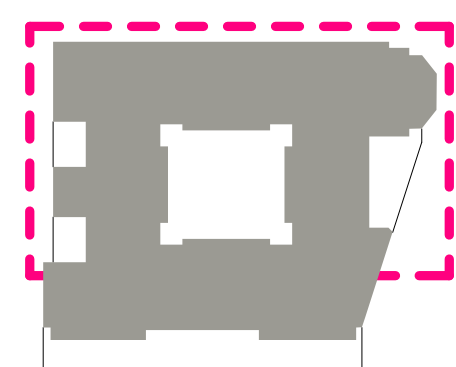
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MERCHANDISING PLAN

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FOUNDERS ROW II A1.4A

1001 & 1003 WEST BROAD STREET
FALLS CHURCH, VA 22046