

**VOLUNTARY CONCESSIONS,
COMMUNITY BENEFITS & TERMS AND CONDITIONS**

QUINN & HOMESTRETCH REDEVELOPMENT

MUNIS 2023-0129

June 9, 2023

Pursuant to § 48-241 (c) of the Code of the City of Falls Church, Virginia (the “Code”) and subject to the City of Falls Church (the “City”) approving MUNIS 2023-0129 (the “Special Exception”) on the property identified on the City of Falls Church Tax Map as RPC #52-306-026, - 027, and -028, Quinn Enterprises, LLC and Homestretch, Inc. (jointly, the “Owner”), for themselves, any contract purchaser, and their successors and assigns, hereby voluntarily agrees to the following conditions (“Voluntary Concessions”) for the benefit of the community and the city of Falls Church (the “City”), and acknowledges, understands and agrees that the Property shall only be developed in accordance with these Voluntary Concessions. In the event the Special Exception is not approved, these Voluntary Concessions will be null and void and of no further force and effect.

The Owner acknowledges that, through the Special Exception approval, it has been granted certain bonuses, including height and increased residential uses, and other benefits in reliance upon its agreements as set forth below, to provide certain features, design elements, uses, services, or amenities desired by the City, including, but not limited to, site design, public improvements, environmentally sustainable and energy-efficient building design, affordable housing creation, and capital contributions to the City as part of the development. As used herein, “Owner” shall refer to the applicant, any contract owner, any property owner (except the City), and any successors or assigns. All exhibits/attachments referred to in these Voluntary Concessions are incorporated herein.

LAND USE & DEVELOPMENT SCOPE

1. Conformance with Conceptual Development Plan. Development of the Property shall be in conformance with:
 - a. the Conceptual Development Plan dated June 9, 2023 and prepared by Walter L. Phillips, Inc. (the “CDP”);
 - b. The Project Viewbook dated March 2, 2023 (the “Project Viewbook”); and
 - c. The Transportation Impact Study dated June 9, 2023, as prepared by Gorove/Slade Associates, Inc.

2. Minor Deviations. The City Manager may approve minor deviations from conformance with the CDP as requested by the Owner, provided the deviations do not conflict with what is specifically agreed to in these Voluntary Concessions, are

consistent with the purpose and intent of the City Council’s approval of this Special Exception, and either: (i) are necessary to permit reasonable construction of the project; or (ii) as determined by the City Manager, improve the project’s overall functioning or benefit to the City. The Owner may appeal an adverse decision by the City Manager to the City Council.

3. Uses. The Owner agrees that the uses allowed on the Property shall be limited to a mixed-use building (the “Mixed-Use Building”), which may comprise up to a maximum of 279,320 square feet of gross floor area, as well as an associated structured parking garage (the “Parking Garage”), as follows:

Proposed Uses of Mixed-Use Building	
Proposed Uses	Square Footage
Multifamily residential (Human Care), including lobbies and common amenity spaces as follows: 140 independent living units 55 assisted living units 31 memory care units	230,091 SF or 226 units gross whichever is smaller
Business & Professional Office, Medical and Dental, including lobby areas, common amenity spaces, etc.	32,621 SF gross 24,079 SF net leasable
Retail Business and Service Establishments, including lobbies, corridors, etc.	12,888 SF gross 9,651 SF net leasable
Restaurant	4,846 SF gross 3,629 SF net leasable
Civic/Non-Profit (Tinner Hill Heritage Foundation space, minimum 10-year commitment per Voluntary Concession 3.b)	2,061 SF gross 1,543 SF net leasable
Total	282,506 SF gross

- a. Shared Conference Space. The Owner shall provide a minimum of 800 square feet within the Mixed-Use Building for the purpose of meeting rooms and conference facilities for use by residential and commercial tenants within the Mixed-Use Building. The conference facility shall also be made available to non-profits and City boards and commissions for meetings at no cost to such groups, on a first-come, first-served basis as scheduled

through the onsite manager for the Property, with priority given to commercial tenants on the Property. The Owner will designate an individual to assist with scheduling the conference facilities, and shall provide the name, telephone number, and email address of said person to the City Manager.

- b. Tinner Hill Heritage Foundation Space. The Owner shall provide a minimum of 1,200 square feet of interior space within the Mixed-Use Building for tenancy by the Tinner Hill Heritage Foundation for the Foundation's offices and activities. The Owner agrees to build out this space at its cost pursuant to specifications agreed to between the Owner and the Foundation. Subject to separately-negotiated lease terms, the Owner will shall not charge base rent (excluding common area maintenance expenses) to the Foundation for use of the space for a minimum of 10 years, so long as the space is used by the Tinner Hill Heritage Foundation. If the Foundation's use is not established within six months following substantial completion of the space and delivery of the space to the Foundation, or if the Foundation ceases to operate in the space after obtaining an occupancy permit, the Owner shall be permitted to actively market the Foundation space to tenants for any use in the B-2 zoning district other than those prohibited below in Voluntary Concession 3.d.
- c. Prohibited Uses. The following uses shall be prohibited on the ground floor of the Mixed-Use Building:
1. Auto supply stores;
 2. Bingo halls;
 3. Blood banks;
 4. Car dealerships;
 5. Car washes;
 6. Check cashing stores;
 7. Churches, temples, synagogues, mosques, or other houses of worship;
 8. Drug paraphernalia establishments;
 9. Dry cleaners.
 10. Flea markets;
 11. Group homes permitted by Section 48-486 (10) of the Code;

12. Gun stores or firearm dealers;
 13. Hotels and motels, inns, bed and breakfasts;
 14. Mortuaries;
 15. Parking lots as a principal use;
 16. Pornographic book stores;
 17. Satellite television antenna or ground-mounted conventional television or radio antennae;
 18. Self-service laundries;
 19. Shoe repair shops;
 20. Stores selling primarily tobacco, electronic cigarettes, vaping supplies, e-liquids or similar materials, or cannabis products;
 21. Temporary shelters;
 22. The preparation, processing, assembling of electronic devices and equipment, including computer systems, communication systems, security systems, fire protection systems, control systems and the like; and
 23. Vape stores.
4. Easements. The Owner shall provide such easements to the City as depicted on the CDP, in a form and substance as approved by the City Attorney, and shall record the same in the land records of Arlington County no later than 180 days after site plan approval.

URBAN DESIGN & PLACEMAKING

5. Architectural Design. The architectural design and building materials for the Mixed-Use Building and Parking Garage shall be in conformance with the illustrative elevations contained on Pages 2 through 16 of the Project Viewbook, but may be modified by the Owner as part of the final engineering and building design during the site plan process, provided that such modifications provide an equivalent quality of design and materials to those shown on the illustrative elevations, and subject to approval by the Planning Commission with a recommendation from the Architectural Advisory Board at time of site plan.

6. Rooftop Space. Exterior areas located on the rooftop terrace of the Mixed-Use Building may be used for recreational and restaurant uses including, but not limited to, walking paths, outdoor seating areas, specialty landscape and hardscape areas, lawn areas, pools, game and exercise areas, food truck and bar/restaurant uses, and other similar uses and activities. All rooftop uses shall adhere to applicable City noise and lighting standards. Light poles shall be prohibited on rooftops or the top levels of the Mixed-Use Building; however, pedestrian bollard lighting, downward-directed wall-mounted lighting, and overhead catenary lighting shall be permitted. All evening activities on the rooftop shall cease after 10:00 p.m. Sundays through Thursdays and 11:00 p.m. Fridays and Saturdays.
7. Signage. Signage for the Property shall be provided in conformance with a Comprehensive Signage Plan (“CSP”) and any necessary variance applications submitted in connection with this Special Exception approval. The CSP shall be approved prior to, or concurrent with, the first site plan for the Property. Public parking wayfinding signage shall be placed at all parking garage entrances and internal to the Property to direct pedestrians to public spaces. Such wayfinding signage, including its location and public parking signage, shall be included in the CSP and shall be consistent with City’s existing wayfinding/branding signage program.
8. Ground Floor Retail Design Requirements. The following design standards shall be met for all ground floor retail space identified as part of the gross leasable area in the Mixed-Use Building:
 - a. Retail Space Heights. The ground floor retail spaces shall be constructed with a minimum interior height of at least 13’8”, and a minimum of 30 percent of the retail space will have a minimum ceiling height of 15’8” (measured top of floor slab to bottom of slab above, unfinished, excluding column drops and beams).
 - b. Window Transparency. The aggregate ground floor retail or other ground floor commercial space shall have an average of 70 percent transparency (meaning a clear view from the outside to the interior space and activity and not obstructed by drapes or blinds, or by any other window coverings, or shelving or other furniture) for the area of any wall facing any public street or Rolling Road Park (defined in Voluntary Concession 30) that is between three feet and eight feet above the retail finished floor. This provision is not intended to prohibit merchandise displays that are viewed from the street within the transparency area or restaurants that utilize blinds or curtains to intermittently shade customers from unwelcomed sunlight. Further, this provision is not intended to prohibit restaurants from placing seating adjacent to windows.
 - c. Storefront Entrances. All retail businesses shall have retail storefront entrances that are Americans With Disabilities Act (“ADA”)- and wheelchair-accessible

and provide retail customers ingress and egress to and from streets and other exterior areas.

- d. Restaurant Ventilation. A minimum of 3,475 square feet of ground floor retail space shall have access to a fire-rated ventilation shaft through the roof that meets all building code requirements for restaurant use. Such access shall be provided prior to issuance of a certificate of occupancy for ground floor restaurant spaces.
 - e. Retail Space Minimum Improvements. Prior to issuance of the first certificate of occupancy for ground floor uses, the Owner shall build out the ground floor retail spaces with a minimum HVAC, electric rough-in, plumbing rough-in, storefront doors and windows, and sprinkler and fire alarm rough-in.
9. Public Art. The Owner shall include a minimum of \$25,000.00 worth of public art installations on the Property. The Owner shall make the final selection of such artwork on the Property, as well as any murals or banners, in its sole and absolute discretion following consultation with the City's Arts and Humanities Council. Following installation of said artwork, the Owner shall be responsible for the maintenance of said artwork for the life of the project.
10. Rolling Road Park. As depicted on Sheet C-0401 of the CDP, the Owner will install an approximately 21,000-square foot publicly-accessible open space to the Mixed-Use Building on the Property, as well as upgrade the adjacent W. Fairfax Street City-owned right-of way (both spaces jointly defined as "Rolling Road Park"). Rolling Road Park shall include hardscape elements, landscaping, seating areas, pathways and pedestrian connections, historic interpretive signage, shade structures, and public art/sculptural elements. Kentucky Bluegrass shall not be used in Rolling Road Park. Rolling Road Park shall be ADA accessible. The Owner shall be responsible for Rolling Road Park's maintenance for the life of the project, subject to the execution of a maintenance agreement governing those portions of Rolling Road Park located within the City-owned right-of-way. Rolling Road Park shall be bonded prior to the release of the site plan for construction of the Mixed-Use Building and shall be open for public use prior to the approval of the occupancy permit for the first independent senior unit.
- a. Onsite Portion. The Owner shall: (1) retain those portions of Rolling Road Park located on the Property in fee simple; and (2) record a public access easement in a form acceptable to the City Attorney ensuring that the park space is open to the public for, at a minimum, periods of time consistent with traditional City parks (or longer periods at the election of the Owner) and subject to usual and customary rules and regulations. Such public access easement shall specifically permit City emergency vehicles and equipment to traverse the park. The Owner reserves the right to reasonably restrict access to the onsite portions of Rolling Road Park for limited times for security, maintenance and

repairs, public gatherings, festivals, fairs, theatrical performances, special events, outdoor movie events, or similar activities.

- b. City-Owned/Offsite Portion. The City will retain ownership of the existing W. Fairfax Street right-of-way in fee simple. The Owner's obligation to improve the W. Fairfax Street right-of-way is specifically contingent upon the City's approval to construct such improvements (including, but not necessarily limited to, any requisite temporary construction easements and permissions) as well as the execution of a maintenance agreement allowing the Owner to maintain the improved right-of-way.
 - c. Soil Remediation. The Owner will work with City staff at time of site plan to specify how the soil will be restored for the establishment and long-term survival of landscape plants. Soil in planting areas that are unsuitable for the establishment and long-term survival of landscape plants will be restored to satisfy the horticultural requirements of trees, shrubs, and groundcovers.
 - d. Historic Commemorations. The Owner will install historic commemorative installations in Rolling Road Park on both the onsite and offsite portions of the park, to consist of interpretive markers or plaques, which will be visible to the public to commemorate historic events and personalities related to the Property and the historic Rolling Road. The specific location, topic and language, and visual display of each installation will be determined by the Owner prior to approval of the site plan for the Property. The language on any commemorative installation/interpretive markers will be submitted to the Tinner Hill Heritage Foundation, the Falls Church Historical Commission, the Historic Architectural Review Board, and the Arts and Humanities Council for review, consultation, and comment.
 - e. Use By Fine Arts /Civic Organizations. The Owner agrees to make the onsite portions of Rolling Road Park available, at no charge, to the Tinner Hill Heritage Foundation, the Little City C.A.T.C.H. Foundation, Inc. ("CATCH"), the Arts and Humanities Council, and non-profit civic organizations to program special events within the park. The Owner agrees to designate a liaison to schedule use of the park and provide his/her name and telephone number in writing to these organizations and the City Manager. This liaison will work with these organizations on logistics and the marketing of the special events, as appropriate.
11. Undergrounding Utilities: The Owner agrees to place all aerial utilities on the Property underground, except for switchgear equipment and transformers. Any switchgear equipment or transformers placed above ground will be screened by an enclosure, vegetative, or other decorative screening.

PUBLIC SAFETY

12. Public Safety Radio. The Owner shall ensure that the Mixed-Use Building and Parking Garage are constructed in a manner that permit public safety radio signals to be transmitted and received throughout all areas within the Mixed-Use Building and Parking Garage and from those areas to all outdoor areas of the Property that is the subject of the Special Exception. The Owner will install all necessary equipment associated with a public safety radio. Prior to issuance of the first residential certificate of occupancy, and with at least five days' notice to the City Manager, the Owner will perform a radio transmission test upon completion of the project to establish that there exists the ability to transmit and receive public safety radio signals from the interior of the Mixed-Use Building and Parking Garage, including the subterranean levels. The Owner shall permit the City Manager or his designee to be present on the Property during the tests and to verify the results. Should the test fail, the Owner will find and implement a solution acceptable to the City so as to resolve the problem within 90 days of the test.
13. Emergency Generator. The Owner shall provide a natural gas, or other approved power supplied, generator to allow residents to shelter in-place, with such generator sized to accommodate the following loads for a minimum of 24 hours all at one time for the Property:
 - a. Fire alarm system;
 - b. Fire pump, if equipped;
 - c. Emergency hall and exit lighting;
 - d. One elevator for the senior multifamily residential (human care) use;
 - e. Domestic water pumps, if equipped, and sump pumps; and
 - f. Public safety radio, as provided in Voluntary Concession 32.
14. Fire Command Center. The Owner agrees to provide within the Mixed-Use Building a fire command center with control and annunciation of elevators, generator, fire pump, and HVAC systems, which will meet all building code requirements.
15. Emergency Call Boxes. The Owner agrees to install at least six emergency call boxes throughout the Property, including in the Parking Garage, in locations deemed appropriate by the City Police Department.
16. Emergency Vehicle Parking Space. The Owner agrees to designate, through appropriate signage and/or stenciling, one parking space within the Parking Garage for use by the City Police Department and the Falls Church Fire Marshal. The location

of this parking space will be satisfactory to the City and determined at time of site plan approval.

TRANSPORTATION & STREETScape

17. **Sidewalks & Streetscape.** Pedestrian connectivity will be provided throughout the Property, generally consistent with the concepts shown on the CDP and as described in these Voluntary Concessions.
 - a. **Sidewalk Dimensions.** As depicted on Sheet C-0401 of the CDP, the Owner shall upgrade existing sidewalks along the Property's street frontages in conformance with the CDP, including providing a 20-foot minimum setback along S. Washington Street and a 16-foot minimum setback along S. Maple Avenue; provided, however, in places where outdoor dining is to be located as determined at time of site plan, or in the event the City requests additional land area for public sidewalk or street purposes, modifications to the streetscape or a decrease in the required clear sidewalk to not less than six feet may be permitted to allow a restaurant tenant a commercially reasonable amount of space for outdoor dining. New utility and junction boxes servicing the Mixed-Use Building shall not be located within the clear zone of any sidewalk.
 - b. **Streetscape Maintenance.** The Owner agrees to maintain the streetscape improvements along the Property's street frontages (excluding maintenance of and cost of electricity for City standard streetlights and Bus Shelter pursuant to Voluntary Concession 39) constructed as part of this project, as long as the project remains. The terms of such maintenance responsibilities will be set forth in a Streetscape Maintenance Agreement to be negotiated between the Owner and the City, which agreement will be finalized, approved by the City Manager, and executed by the Owner prior to issuance of the first permanent certificate of occupancy for the Mixed-Use Building. At a minimum, the Streetscape Maintenance Agreement will include the standards set forth in these Voluntary Concessions. The Owner will be responsible for emptying, twice per week, any trash and recycling cans located on S. Maple Avenue, W. Fairfax Street, and S. Washington Street.
 - c. **Planter Bed Maintenance.** The Owner shall be responsible for maintenance of all planter beds, including mulching, weeding, and the replacement of any dying or diseased vegetation, for the life of the project. Nothing contained in this voluntary concession shall prohibit the Owner from installing planter bed protection measures to discourage animals and pet waste, with such measures including, but not limited to, signage, fencing, and the installation of pet waste stations.
 - d. **Planter Bed Electrical Outlets.** Where not already provided, the Owner agrees to install an exterior electrical outlet (a quad outlet) at the edge of each planter

bed along the building face, every 100 linear feet along the Property's S. Washington Street and W. Fairfax Street frontages.

18. Bicycle Infrastructure.

- a. Bicycle Racks. The Owner agrees to provide short-term bicycle parking spaces, in the form of a post and loop or similar style bicycle racks, with a minimum capacity of two parking spaces along the S. Maple Avenue, S. Washington Street, and W. Fairfax Street frontages of the Property in accordance with the Streetscape Standards. The number of bicycle parking spaces provided will be in accordance with the Code requirements. Notwithstanding what is depicted on Sheet C-0101 of the CDP, the final number and location of bicycle parking spaces may be adjusted at time of site plan.
- b. Bicycle Storage Facilities. The Owner agrees to provide long-term bicycle storage facilities for commercial and residential tenant use consistent with those shown on Sheet C-0101 of the CDP for the residential uses of the project. The number of bicycle parking spaces provided will be in accordance with the Code requirements. Notwithstanding what is depicted on Sheet C-0101 of the CDP, the final number and location of bicycle parking spaces may be adjusted at time of site plan.
- c. Bicycle Fix-It Station: The Owner agrees to provide a bicycle fix-it/repair station on the Property, the location of which will be determined at time of site plan.

19. Bus Stop Shelter. The Owner agrees to construct a bus stop along S. Washington Street, which shall include a shelter and appropriate signage consistent with the City's Bus Stop & Shelter Plan, adopted October 28, 2013. The bus stop specification, design, and final location will be determined at time of site plan approval in coordination with the City Manager. The bus stop will be located on the Property, on land owned by the City, on land under public access easement held by the City, or on other private land for which the City has secured approval for installation of such bus stop. The shelter shall include conduit and electrical service to allow for installation of a real time bus information sign. In lieu of building the shelter, and at the discretion of City, the Owner may pay the City \$40,000.00 prior to the issuance of building permits for the project, as its contribution toward a bus shelter elsewhere in the City.

20. Parking. Upon buildout of the Property as contemplated by this application, parking will be provided as tabulated on Sheet C-0101 of the CDP or as otherwise approved pursuant to a shared parking agreement or parking reduction. A Parking Management Plan and Shared Parking Analysis, dated June 9, 2023, is attached to these Voluntary Concessions. A final parking plan consistent with these Voluntary Concessions must be approved by the Planning Commission at time of site plan.

- a. Public Parking. The Owner will provide a minimum of 10 permanent free public parking spaces in the new Parking Garage, which will be available to the public 24-hours per day and will be unimpeded by parking controls. Public parking signage noting the hours of availability will be provided on the exterior of the building and within the parking garage in conformance with the Parking Plan and the final parking plan provided above. The parking garage interior walls and ceiling will be painted a light color to help drivers visually adjust between interior and exterior areas.
 - b. Short-Term Parking. The Owner will install signage and pavement markings to reserve locations in the Parking Garage for short-term visitor, restaurant delivery service, and rideshare vehicles visiting the Property. The final number and location of such spaces will be determined prior to site plan approval for the Mixed-Use Building.
 - c. Dockless Rideshare Bicycle/Scooter Parking. The Owner shall designate an area on the Property as a centralized storage/parking zone for dockless rideshare bicycles and scooters. The final location and size of the storage/parking zone shall be specified prior to site plan approval for the Mixed-Use Building, shall be proximate to retail entrances, and shall include clear signage demarcating the location of the storage/parking.
 - d. Predatory Towing Prohibited. The Owner shall not engage in predatory towing practices, and further agrees that any towing practices shall be in strict accordance with §§ 26-137 and 26-138 of the Code.
 - e. Garage Access. The Owner shall provide City staff, upon prior written notice to the Owner's designated representative, with access to the garage on the Property at all times to conduct parking utilization counts and to monitor compliance with the TDM and Parking Management Plans.
 - f. Access for Commissioner of Revenue. The Owner agrees to provide the City's Commissioner of Revenue and/or his/her designated staff access to the residential portions of Parking Garage for inspection of window stickers related to personal property taxes for vehicles. In the event the access methods are changed or updated, the Commission of Revenue shall be provided notice within 30 calendar days.
21. Transportation Demand Management ("TDM") and Parking Management Plan ("PMP"). The Owner agrees to develop and implement the Transportation Demand Management (TDM) and Parking Management Plan (PMP) prepared by Gorove/Slade Associates, Inc., dated June 9, 2023, and submitted with this application. The Owner agrees to obtain approval from the Planning Commission of the TDM program at time of site plan, as meeting the standards of this voluntary concession and as likely to

achieve the goals listed below. The Owner shall implement the TDM program and PMP together in a way that achieves the goal of reducing the number of PM peak hour vehicle trips for multifamily residential and office uses by 10 percent from ITE Trip Generation Model predictions.

The TDM program will include a list of infrastructure and incentives to be provided, as well as monitoring programs and additional techniques to be administered in the event performance goals are not achieved. In addition, the TDM program will categorize infrastructure, techniques and incentives (hereafter collectively referred to as “elements”) as falling into one or more of four categories: (1) Site Design, Infrastructure, and Options; (2) Promotion, Education, and Incentives; (3) Monitoring and Enforcement; and/or (4) Adaptive Management. The Owner shall work with the City Manager to reach agreement as to how the elements will be used at any given time. The TDM program will conform to these documents and the CDP and will be finalized and approved as part of the site plan process.

22. Loading Area Management.

- a. Interior Location. All trash and recycling services for the Mixed-Use Building (excluding streetscape trash and recycling receptacles) shall be located in the loading area for the Mixed-Use Building, which shall be located entirely interior to the Mixed-Use Building. Waste management facilities for commercial and residential tenants will incorporate dual trash/recycling chutes.
- b. Dockmaster. The Owner agrees to appoint, and continuously employ, an employee who will, as a component of his/her responsibilities, serve as a loading dock coordinator (the “Dockmaster”) to oversee the management of loading operations in the loading area. It shall be the Dockmaster’s responsibility to: (a) minimize loading conflicts with pedestrian movements; (b) ensure scheduled deliveries avoid peak traffic times; (c) ensure any loading door(s) remain closed except for the movement of trucks in and out of the Service Area; and (d) keep the loading service area clean and well-maintained at all times.

ENVIRONMENT & UTILITIES

23. Green Building Criteria. The Owner agrees to design the Mixed-Use Building such that a Leadership in Energy and Environmental Design (“LEED”) Accredited Professional (a “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 v4. Prior to site plan approval, the Owner will provide the City with a LEED checklist as prepared by a LEED AP demonstrating that it will meet that standard. A LEED Scorecard shall be provided to the City prior to site plan approval for the Mixed-Use Building. Following completion of construction and occupancy of the Mixed-Use Building, 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 the first residential certificate of occupancy, the Owner will post a \$50,000.00 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 to achieve LEED Gold certification under this voluntary concession. If the project achieves the intended LEED certification within three 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 years after the issuance of the last residential certificate of occupancy but falls within five points of attainment intended LEED certification, 50 percent of the bond or letter of credit will be released to the Owner; the City will redeem the other 50 percent 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 years after the issuance of the last residential certificate of occupancy and was more than five 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.

24. Future Solar Panels. The Owner agrees to provide, prior to site plan approval for the Mixed-Use Building, an analysis evaluating the potential for the Mixed-Use Building's onsite renewable/photovoltaic potential. The Owner shall aggregate rooftop mechanical systems to the greatest extent possible, and where possible, take into consideration the possibility that in the future an opportunity may arise for installation of rooftop solar panels to capture solar energy to be sold to the grid. In such future event, the Owner agrees to a good faith evaluation of the feasibility of allowing the installation of solar panels for providing solar energy to the grid. Electrical rooms will be sized with clear wall space to accommodate future inverters, controllers, and meters. Nothing in this voluntary concession shall preclude the Owner from the future installation of solar panels to provide solar energy to be consumed exclusively by the project.
25. Electric Vehicle Charging Stations. The Owner agrees to provide charging stations for electric vehicles in a minimum of five percent of the total number of parking spaces in the Parking Garage, and shall provide conduit for the future installation of charging stations to an additional 15 percent of the total number of parking spaces in the Parking Garage. The final locations of the charging stations will be determined at time of site plan, but shall be proportionally distributed among the various uses in the Mixed-Use Building and among the 10 permanent free public parking spaces pursuant to Voluntary Concession 40.a. Nothing contained in this voluntary concession shall preclude the Owner from providing a higher percentage of charging stations if desired.

26. Fiber Optic Conduits. Where any sidewalks are proposed to be replaced, the Owner shall provide two 2" empty conduits for fiber optic cable, for use by the City, to run under the S. Washington Street and South Maple Avenue sidewalks and crosswalks constructed by the Owner. The conduit and pull boxes shall be located along the Property's frontages and shall comply with the specifications provided by the City. Conduits shall also include VDOT standard pull junction boxes/hand-hole vaults at ends of right-of-way property boundary and every 600' maximum along the conduit path. Pull boxes located at intersection corners shall have separate pull boxes from the traffic signal boxes, as applicable; however, two 2" conduits will be required to connect the two pull boxes.
27. Stormwater Management. The Owner agrees, prior to approval of the site plan for the Property, to demonstrate that development on the Property meets the water quantity and quality requirements, as well as the channel protection and flood protection requirements, pursuant to the latest edition of the Virginia Stormwater Management Handbook, or other such applicable state regulations, as may be currently in effect on the date of submission of the said site plan to the Department of Public Works. The Owner will manage stormwater in a way that integrates green infrastructure, low-impact and sustainable landscape designs, and tree canopy coverage. The Owner agrees to meet the following water quantity and quality criteria:
- a. All water quality requirements will be met on the Property in accordance with the Virginia Runoff Reduction Method for Redevelopment; no offsite credits will be purchased.
 - b. The Owner agrees to provide Best Management Practices facilities, and/or Low Impact Development facilities which may include, but will not be limited to bioretention/bioretention planters and manufactured filtering devices to meet the water quality requirements for the redevelopment of the site.
 - c. The Owner agrees to reduce the storm water runoff from the site during a 10-year 24-hour storm by 20 percent. The project shall also meet the minimum requirements set forth in Chapter 35 of the Code. Existing conditions may be used as the basis of the peak flow calculation.
24. Stormwater Utility Fund Contribution. Prior to issuance of the first residential certificate of occupancy, the Owner agrees to contribute \$20,000.00 to the City's Stormwater Utility Fund for the sole purpose of future planting of trees and other vegetation in the Tripps Run and Four Mile Run watershed, such as rain gardens or streetscape plantings, as approved by the City Arborist.
28. Sanitary Sewer Capacity. Prior to site plan approval, the Owner agrees to conduct a sewer capacity analysis of public sewers by a qualified engineer at the lateral tie in points to a point 1,000 linear feet downstream to evaluate the existing and post-development condition of sanitary sewers. The City Manager and the Owner will

mutually agree to sanitary sewer lateral tie-ins with locations based upon the capacity analysis study.

- a. If the analysis shows that an increase in flow created by the proposed development causes an existing adequate pipe to be under capacity, the Owner shall, at its sole cost, upgrade the section of sewer main, extending to a downstream connecting/receiving pipe of the same or larger pipe diameter, so that the sewer has sufficient capacity for the development.
- b. If the sewer capacity study identifies existing pipes already experiencing capacity issues, and the developer is tying into the pipe, the City Manager will waive part or all of the Sewer Availability fees associated with the Property in an amount equal to the verified costs of design and construction of said improvements. The design and construction costs to perform necessary improvements (excluding capacity analysis) will be determined during site plan approval. The Owner agrees to design and construct the system improvements needed for this project at no cost to the City.

29. Landscape Plan. The Owner agrees to implement the landscape plan (the “Landscape Plan”) shown on Sheet [Forthcoming] of the CDP. The Landscape Plan is conceptual in nature and the tree species, sizes, and planting locations and will be finalized at time of site plan. The Landscape Plan may be modified by the Owner as part of site plan approval provided such modifications: (a) provide a similar quality and quantity of landscaping as that shown on the Landscape Plan, and (b) otherwise are in conformance with the CDP. Any substantial modifications must be reviewed and approved by City staff.

- a. Native Species. Vegetation installed for the project will consist of native and non-invasive species or hardy drought tolerant, regionally-appropriate, locally-adaptive plants, with a majority being from the City’s list of recommended plants. Final sizes and species will be determined at site plan approval. Invasive species will not be used within the streetscape and landscaped open space areas.
- b. Landscaping Sizes. Plant materials shall be at least the following sizes at installation:
 - i. Evergreen Trees: Eight to 10 feet in height at planting;
 - ii. Canopy/Shade Trees: Minimum 3.5-inch caliper; 16 feet in height at time of planting and minimum 2.5 inch caliper otherwise; and
 - iii. Shrubs: Minimum spread of 24 inches at time of planting.

- c. Installation Timing. The timing of installation of vegetation shall be determined as part of site plan approval. The City Arborist may allow modification to the timing of installation based on the planting season, availability of plant materials, or weather, which may not permit installation of plant materials and/or street trees by the required timing.
 - d. Exterior Water Bibs. Where not already provided, the Owner shall install exterior water bibs along the building face for the Mixed-Use Building every 100 linear feet along the Property's S. Washington Street and S. Maple Avenue W. Broad Street, and S. Maple Avenue frontages.
 - e. Planting Bed Irrigation. Irrigation plans for the streetscape planters, including meters, pipes, wires, heads, valves, and backflow preventers, as well as any related equipment, will be designed in accordance with City standards. The final design associated with such plans will be determined at time of site plan approval.
30. Lighting. In an effort to minimize nighttime light pollution from the Mixed-Use Building and Parking Garage, all exterior lighting, excluding streetscape lighting, for the Property shall comply with the current applicable LEED light pollution and dark sky requirements and the Outdoor Lighting standards contained in § 14-49 et seq. of the Code with respect to spillover to adjacent properties. The Owner may install bollard lighting on the Property. With the exception of building-mounted emergency lights, the Applicant must use LED lighting for all exterior lights within the new Mixed-Use Building. The lighting plan for exterior lighting on the Property will incorporate minimal up-lighting and dark sky lighting principles in accordance with the standards of the International Dark Sky Association. Nothing contained in this voluntary concession shall preclude the up-lighting, accent lighting, or backlighting of signage, entrance features, and related landscaping throughout the Property as permitted by applicable regulations of the Code.
31. Electric Appliances. All in-unit appliances will be electric powered.

CONSTRUCTION MANAGEMENT

32. Demolition & Staging Plan. The Owner agrees to prepare, submit, and obtain the City Manager's approval of a demolition and staging plan for the project prior to issuance of any demolition and/or building permits. All demolition and construction of the project shall be done in conformance with the approved demolition and staging plan.
33. Construction Traffic & Parking Plan. The Owner agrees that, once a contractor has been selected for the project, the Owner will prepare a Construction Traffic and Parking Plan to be enforced by the Owner for the entire construction phase of the project. The Construction Traffic and Parking Plan will include construction access

locations and construction traffic routes, and will provide for sufficient parking or other transportation services for transporting workers to the site without having an adverse impact upon traffic safety. The Owner agrees to obtain City Manager (or his/her designee) approval of the Construction Traffic and Parking Plan prior to the issuance of any demolition permit for the project. The Owner acknowledges and agrees that violations of the Construction Traffic and Parking Plan during construction may result in a Stop Work Order and other enforcement measures by the City.

34. Community Liaison During Construction. The Owner shall identify a person who will serve as liaison to the community and properties abutting, adjacent to, or across the road from the Property throughout the duration of construction. This individual shall be on the construction site throughout the hours of construction, including weekends, and will host meetings with the community at least once quarterly, or upon request, to provide information on construction progress. The name and telephone number of this individual shall be provided in writing to property managers, tenants, and business owners whose property is abutting, adjacent to, or across the road from the Property, and to the Zoning Administrator, and shall be posted at the construction entrance to the project.
35. Excavation Monitoring. The Owner agrees to continuously monitor for soil movement and structural damage to adjacent structures during and after excavation for the project. Structures within a distance equivalent to or less than the depth of the excavation plus 10 feet, will be surveyed by the Owner for pre-development conditions and compared to post-development conditions. For such structures, the Owner shall provide insurance coverage for damage caused by excavations or construction activities, as independently verified by a third party engineering consultant provided by the Owner. In no way will this provision limit the liability of the Owner or its contractors for damages caused by construction activity.
36. Sidewalk Accessibility. The Owner agrees to maintain safe pedestrian walkways and interim access ways throughout construction and thereafter, and ensure that such walkways are, at all times, separated from street traffic. Sidewalks shall not be completely closed on either side of the street, unless the City Manager or his designee approves such closing after finding that the Owner: (1) cannot reasonably provide such a pedestrian walkway; (2) will provide clear signs and access to the sidewalk on the other side of the street; and (3) will manage the closure so that the pedestrian walkway is not closed for more than 15 consecutive days.
37. Pest Containment Plan. The Owner agrees to contract with a certified pest control company licensed to do such business in the Commonwealth of Virginia for a thorough extermination of any pests and/or rodents that may be present on the Property and provide a containment plan (the "Pest Containment Plan") prior to the start of demolition work and/or any other land disturbing activities, and throughout construction. The Owner agrees to obtain review and approval of the Pest

Containment Plan from the City's Building Official prior to issuance of a demolition permit.

38. Pavement Integrity During Construction. The Owner agrees to monitor, by visual observation, the integrity of the roadway surfaces adjacent to the Property, including S. Washington Street, S. Maple Avenue, S. Wallace Street, and W. Annandale Road, during construction of the project. The Owner agrees to repair those portions of any adjacent streets that are agreed upon by the Owner and the City's Director of Public Works as having been damaged by construction traffic associated with the project and that materially impact the safe use of the roadway. This periodic repair during construction, if necessary, shall be in addition to any paving or patch work required upon completion of the project. The required repair shall be only that directly caused by construction traffic on the Property and shall not include damage caused by any other source including, but not limited to, that caused by others not associated with the project, utility company improvements, and other not in the direct control of the Owner or Owner's representatives. Furthermore, the Owner agrees to conduct a pre-construction and post-construction site visit with the Director of Public Works in order to document the existing road conditions prior to the start of construction and after construction has been completed. Additionally, at the conclusion of construction, the frontages of S. Washington Street and S. Maple Avenue will be repaired and repaved, as necessary. Any repaving will consist of 2" of milling and 2" resurface, and patching repairs will follow City standards.

MONETARY CONTRIBUTIONS

39. Affordable Housing Contribution. Prior to the issuance of the first building permit for the Property, the Owner shall make a one-time contribution to the City's housing trust fund in the amount of \$1,750,000.00, with such funds to be used at the City's discretion for the provision of affordable housing opportunities in the Virginia Village neighborhood.
40. Library Contribution. The Owner agrees to provide a contribution to the City of \$200.00 per unit in support of operational needs at the City's library facilities. The total contribution will be paid prior to issuance of the first residential certificate of occupancy.
41. Parks & Recreation Contribution. The Owner agrees to provide a contribution to the City of \$200.00 per unit in support of community improvements and future planned upgrades to City park facilities. The total contribution will be paid prior to issuance of the first residential certificate of occupancy.

MISCELLANEOUS

42. Compliance With Regulations. The Owner acknowledges that if granted, the Special Exception shall be contingent upon the conditions noted above, and shall not relieve

the Owner from compliance with the provisions of all applicable ordinances, regulations, or adopted standards.

43. Existing Improvements. As depicted on Sheet C-0301 of the CDP, the Property is currently developed with commercial buildings, and associated surface parking lots (the "Existing Improvements"). Prior to site plan approval in conformance with these Voluntary Concessions and the CDP, or upon expiration of the Special Exception, the Owner may continue to use the Existing Improvements for all permitted uses in the B-2 zoning district without triggering the commitments of these Voluntary Concessions. The Owner shall maintain and repair the Existing Improvements in a commercially reasonable manner, and may upgrade the existing improvements, but shall be prohibited from expanding the Existing Improvements. Additionally, if prior to site plan approval in conformance with these Voluntary Concessions and the CDP or expiration of the Special Exceptions, any or all of the Existing Improvements are destroyed or damaged by any casualty that is not intentionally caused by the Owner, the Existing Improvements may, in the Owner's sole discretion, be reconstructed as it currently exists or may be developed in accordance with the CDP and these Voluntary Concessions. However, in the event the special exceptions, the CDP, and these Voluntary Concessions are not in effect, the Existing Improvements will be reconstructed in accordance with the requirements of the Code.
44. Fire Marshal Coordination. The Owner certifies that it has coordinated with the City's Fire Marshal regarding the site design and layout of the Property shown on the CDP and in the Project Viewbook. Notwithstanding such coordination, if it is determined during site plan review that elements of the CDP and Project Viewbook including, but not limited to, streetscape and building, tree plantings, open space, courtyards, and tree buffers require adjustment to allow for required emergency vehicle access or are necessary to respond to subsequent comments from the Fire Marshal, the Owner may be permitted to relocate, replace, or modify such conflicting elements without the need for an amendment to this application, provided any such modifications are approved as minor deviations in accordance with Voluntary Concession 2 and with concurrence of the Zoning Administrator.
45. Non-Transferability. The Owner acknowledges that the Application, as granted, runs with the land and is not transferable to other land.
46. Period of Validity. The Owner acknowledges that this Special Exception will automatically expire, without notice, 36 months after the date of approval unless the use has been established, or an above-grade building permit has been issued, and construction has commenced and been diligently pursued, in accordance with § 48-90 (d) (6) of the Code.
47. Successors and Assigns. These Voluntary Concessions will bind and inure to the benefit of the Owner and its successors and assigns. Each reference to "Owner" in these Voluntary Concessions shall include within its meaning, and shall be binding

upon, the Owner's successor(s) in interest and/or developer(s) of the Property or any portion of the Property. Should the Owner sell its interest in the Property or a portion thereof, rights, approvals, or convey a controlling interest to its respective corporations or similar legal entity, any purchaser of such interests, rights, approvals, or controlling interest shall be bound by the terms and conditions contained herein.

48. Disclosure. The Owner agrees to provide a copy of these Voluntary Concessions to any future owner, heir, successor, and assign prior to transferring any interest in any part of the Property to such person, firm, corporation, or other entity.
49. Timing of Commitments. Notwithstanding the foregoing, if the Owner demonstrates that despite diligent efforts or due to factors beyond the Owner's control, commitments specified in these Voluntary Concessions have been delayed beyond the timeframes specified but will not have an adverse effect on the City, the City Manager may approve, in writing, a later date for completion of the overdue commitments.
50. Terms & Conditions Incorporated in Resolution. The Owner voluntarily submits the foregoing concessions, terms, and conditions to the City Council to be incorporated by reference within the Resolution for the Special Exceptions, should City Council grant the applications for Special Exception.

TITLE OWNER OF RPC #52-306-026 and - 027

QUINN ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

TITLE OWNER OF RPC #52-306-028

HOMESTRETCH, INC.

By: _____
Name: _____
Title: _____

