PUBLIC WORKS NOTES:

1. All requirements relative to City Code and Public Works Design and Construction Standards shall be submitted and approved before release of site plans.
2. All required bonds, escrows, insurances, cash, etc., shall be submitted and approved before release of site plans.
3. Plan and profile shall be submitted (inked on mylar size 24" x 36") for all storm sewers and street projects in public right-of-ways or public easements and approved before release of site plans.
4. Contractor is responsible to notify all utility companies before construction begins.
5. All datum shall be based on USC and GS datum.
6. Bonds shall not be released until the receipt and approval by the City of as-built site plan, plans and profiles, etc.
7. All underground utilities and transformers shall be shown on site plan and confirmed per location on as-built plan.
8. The owner shall notify the Director of Public Works in Writing three days prior to the beginning of all street or storm sewer work shown on the site plan.
9. The installation of improvements as required in this article shall in no case serve to bind the city to accept such improvements for the maintenance, repair of operation thereof, but such acceptance, shall be subject to the existing regulations concerning the acceptance of each type of improvement.
10. No lane closures are permitted on West Broad Street before 9:30 AM and after 3:00 PM. Only one lane may be closed at a time. VDOT requirements for traffic control will govern.
11. Normal construction hours are 7:00 AM to 9:00 PM Monday, through Friday and 9:00 AM to 9:00 PM on weekends and holidays.
12. Permits are required for construction work located within the established City right-of-way.

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SEE SHEET C-0102

FIRE MARSHAL NOTES:

All requirements relative to City Fire Code and Virginia Building Code must be complied with.

USE GROUP CLASSIFICATION:
SEE ARCHITECTURAL PLAN SHEETS FOR EACH BUILDING CLASSIFICATION

TYPE OF CONSTRUCTION:
SEE ARCHITECTURAL PLAN SHEETS FOR EACH BUILDING CLASSIFICATION

PUBLIC UTILITIES NOTES:

FAIRFAX WATER - WATER MAIN CONSTRUCTION NOTES

1. ALL WATER MAIN CONSTRUCTION, TESTING AND SAMPLING SHALL COMPLY WITH THE REQUIREMENTS AND SPECIFICATIONS OF FAIRFAX WATER'S CONSTRUCTION PRACTICE MANUAL AND THE REQUIREMENTS OF THE FAIRFAX COUNTY PUBLIC FACILITIES MANUAL. ALL WATER MAIN, FITTINGS AND APPURTENANCES SHALL COMPLY WITH FAIRFAX WATER'S 'APPROVED PRODUCTS LIST'. THE CONSTRUCTION PRACTICE MANUAL AND APPROVED PRODUCTS LIST MAY BE FOUND ON THE FW WEBSITE AT WWW.FAIRFAXWATER.ORG.

2. THE DEVELOPER SHALL REQUEST INSPECTION BY FAIRFAX WATER THREE DAYS PRIOR TO COMMENCING CONSTRUCTION OF THE WATER MAIN (PHONE NUMBER 703-289-6388 OR 6389).

3. NO WATER MAIN CONSTRUCTION IS PERMITTED, OR VALVES OPERATED WITHOUT PRIOR NOTIFICATION OF FAIRFAX WATER (PHONE NUMBER 703-289-6388 OR 6389).

4. MAXIMUM WORKING PRESSURE SHALL BE __ PSI.

5. THE DEVELOPER WILL BE RESPONSIBLE FOR ANY RELOCATION OR REMOVAL OF WATER MAINS AND APPURTENANCES DUE TO THE DEVELOPMENT OF THIS PROPERTY. SERVICE LINES WHICH WILL NO LONGER BE USED SHALL BE REMOVED AND DISCONNECTED AT THE WATER MAIN BY THE DEVELOPER, AND THE CORPORATION STOP SHUT-OFF AND CAPPED, OR REMOVED AND PLUGGED (WITH A TAPERED PLUG) AS DIRECTED BY THE FAIRFAX WATER INSPECTOR. THE DEVELOPER MAY ALSO BE REQUIRED TO USE ADDITIONAL PIPE RESTRAINT OR ALTERNATIVE CONSTRUCTION METHODS NOT SHOWN ON THE PLANS IF FIELD CONDITIONS WARRANT, AS DETERMINED BY THE FAIRFAX WATER INSPECTOR.

6. ALL NEW AND EXISTING VALVE BOXES MUST BE FULLY ADJUSTED TO CONFORM TO THE FINAL ASPHALT GRADE. NO PAVING ADJUSTERS WILL BE PERMITTED.

7. ALL NEW HYDRANTS SHALL BE INSTALLED WITH FACTORY SHOP COATINGS TO MATCH THE FOLLOWING:

   - HYDRANT BARREL: KENNEDY SAFETY RED OR MUELLER RED #10 & TOPS AND CAPS: KENNEDY SILVER OR MUELLER SILVER #18 OR
   - HYDRANT BARREL AND CAPS: KENNEDY SILVER OR MUELLER SILVER #18 & TOPS: KENNEDY SAFETY RED OR MUELLER RED #10

8. ALL NEW D.I.P. WATER MAIN SHALL BE WRAPPED WITH POLYETHYLENE ENCASEMENT. THERE SHALL BE A 6-INCH ENVELOPE OF 21A SELECT FILL FOR ALL POLYETHYLENE WRAPPED WATER MAIN. SEE THE TRENCH DETAILS ON THE CURRENT VERSION OF FW STANDARD DETAILS. THESE DETAILS MAY BE FOUND ON THE FW WEBSITE AT WWW.FAIRFAXWATER.ORG.

9. WHEN CONNECTING TO AN EXISTING WATER MAIN, CONTRACTOR MUST EXCAVATE AND EXPOSE NEAREST VALVE IN THE PRESENCE OF A FAIRFAX WATER INSPECTOR IN ORDER TO DETERMINE THE CONDITION OF ITS RESTRAINT. IF FW INSPECTOR DEEMS IT NECESSARY, CONTRACTOR MUST RESTRAIN THE VALVE OR REPLACE THE RESTRAINT SYSTEM.

10. DURING WET TAP INSTALLATIONS THE CONTRACTOR SHALL SAVE AND TAG THE COUPON CLEARLY SHOWING THE DATE, LOCATION, DIAMETER AND PIPE MATERIAL. THE TAGGED COUPON SHALL BE GIVEN TO FAIRFAX WATER'S INSPECTOR FOR FURTHER PROCESSING. IF ANY PIPE IS TO BE ABANDONED, PRIOR TO CAPPING THE MAIN, A SMALL SECTION OF PIPE SHALL BE REMOVED, TAGGED AS DESCRIBED ABOVE AND GIVEN TO THE FAIRFAX WATER INSPECTOR.

11. THE PROPERTY DESCRIBED ON THIS PLAN IS LOCATED IN AN AREA WHERE THE WATER PRESSURE WILL EXCEED 80 P.S.I. IN ACCORDANCE WITH FAIRFAX WATER RULES AND REGULATIONS AND THE FAIRFAX COUNTY PLUMBING CODE, A PRESSURE REGULATION VALVE MUST BE INSTALLED BY THE PROPERTY OWNER IN THE BUILDING PLUMBING SYSTEM IN ORDER TO ELIMINATE WATER HAMMER AND UNNECESSARY WASTAGE OF WATER. PROVISIONS FOR THERMAL EXPANSION PROTECTION SHALL BE REQUIRED.

12. FIRE LINES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER. FAIRFAX WATER'S OWNERSHIP AND MAINTENANCE RESPONSIBILITY INCLUDES AND STOPS AT THE BRANCH VALVE AT FAIRFAX WATER'S MAIN IN THE RIGHT-OF-WAY OR EASEMENT.

13. IN ORDER TO MAINTAIN ADEQUATE DOMESTIC PRESSURE, BOOSTER PUMPS ARE REQUIRED TO SERVE ELEVATIONS ABOVE 360 FEET M.S.L.

14. USE Q20 = 2625 GPM
    PROPOSED FIRE HYDRANT "40-3-19"
    S = 63 PSI
    R = 56 PSI @ 1,000 GPM
    Q20 = 2,625 GPM
    HYDRANT ELEV. = 395'
    LOW HGL = 535'
    CALCULATION DATE = 10/02/2019

PLANNING NOTES:

SPECIAL EXCEPTION ENTITLEMENT:

APPROVED BY CITY COUNCIL ON 7/8/2019. SEE SHEETS C-0203-C-0205 FOR VOLUNTARY CONCESSIONS.

ARBORIST NOTES:

RPI MAP INFORMATION:

RPC #'s: 51-221-006, 51-221-007

MISCELLANEOUS NOTES:

1. Upon satisfactory completion of the installation of required improvements, as shown on the approved site plan or a section thereof, the developer shall submit to the Department of Planning five copies of an as-built site plan certified by the engineer, architect and/or surveyor for approval for conformity with the approved site plan.
2. The As-Built Site Plan shall be submitted and approved prior to the issuance of the final Occupancy Permit.
3. Final approval by the Planning Commission of this site plan shall expire one year after the day of such approval if building permits have not been obtained for construction in accordance therewith, unless an extension is granted by the City.
4. In any development involving a condominium, cooperative, automatic owners' association or other form of ownership in which there is common area within the development, the documents pertaining to this form of ownership shall be approved by the City Attorney prior to issuance of any Occupancy Permit.
5. Any proposed changes or revisions during the execution of or subsequent to implementation of the approved site plan shall be subject to City review and approval.
6. The federal emergency management agency's flood insurance rate map for the City of Falls Church, Virginia, map number 5100540001c, revised date July 16, 2004, designates the property as being in zone x, "Areas determined to be outside the 0.2% annual chance floodplain."

WAIVERS:

MISCELLANEOUS NOTES:

Easement(s):

Subdvision(s) and Consolidation(s):

N/A

Dedication(s):

N/A

Site Plan Approval Notes:

THE DEVELOPER RESERVES THE RIGHT TO REVISE THE STREETSCAPE AROUND BUILDING D-1 AND SHIFT THE AMENITIES IN THE COMMONS VIA AN ADMINISTRATIVELY APPROVED SESP AMENDMENT AS LONG AS THE DESIGN IS IN GENERAL CONFORMANCE WITH THE ORIGINAL SESP APPROVAL.

APPROVALS

PLANNING COMMISSION FINAL APPROVAL:

VARIANCE (Date(s) of Approval by BZA):

BOND(S) POSTED (Date(s) and Amount(s)):

PUBLIC IMPROVEMENT BOND -
EROSION & SEDIMENT CONTROL BOND -
NEW LANDSCAPE BOND

FINAL STAFF APPROVAL:

Planning _____ Signature : | Date : _____
Public Works _____

SUBSEQUENT ACTIONS:

BUILDING PERMIT ISSUED (Date) : _____
AS-BUILT APPROVED (Date) : _____
COMMON AREA DOCUMENTS APPROVED (Date) : _____
LANDSCAPE ESCROW ACCEPTED (Date) : _____
CERTIFICATE OF OCCUPANCY (Date) : _____
OTHER :

Revisions Approved prior to Certificate of Occupancy:

Description	Date Approved

WEST FALLS CHURCH ECONOMIC DEVELOPMENT
NAME OF PROJECT

7124 LEESBURG PIKE, FALLS CHURCH, VA 22043
ADDRESS

FALLS CHURCH COMMONS JV, LLC
APPLICANT — TELEPHONE #

4800 HAMPDEN LANE SUITE 300, BETHESDA, MD 20814 — 301-634-8629
ADDRESS

CURRENT PROPERTY OWNERS:
1. CITY OF FALLS CHURCH SCHOOL BOARD
   300 PARK AVENUE, FALLS CHURCH, VA 22046
2. CITY OF FALLS CHURCH
   300 PARK AVENUE, FALLS CHURCH, VA 22046

APPLICATION FOR REVIEW AND APPROVAL BY

CITY OF FALLS CHURCH, VIRGINIA

Certification

COMMONWEALTH OF VIRGINIA
KAREN L. S. WHITE
Lic. No.041850
6/08/2020
PROFESSIONAL ENGINEER

Signature

WALTER L. PHILLIPS INCORPORATED
ESTABLISHED 1945
Engineers • Surveyors Planners
Landscape Architects Arborists
207 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 532-6163 Fax (703) 533-1301
www.WLPINC.com

Site Plan **MUNIS #** **C-0101**

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WEST FALLS CHURCH ECONOMIC DEVELOPMENT

SPECIAL EXCEPTION SITE PLAN
CITY OF FALLS CHURCH. VIRGINIA

WALTER L. PHILLIPS INCORPORATED ESTABLISHED 1945
Engineers • Surveyors • Planners
Landscape Architects • Arborists
207 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 532-6163 Fax (703) 533-1301
www.WLPINC.com

DATE: SESP PRE-SUB01 5/15/2020; SESP SUB01 06/08/2020
DRAWN: AYUM / TT
CHECKED: KLW
SCALE: NONE

COMMONWEALTH OF VIRGINIA KAREN L. S. WHITE Lic. No.041850 6/08/2020 PROFESSIONAL ENGINEER

REVISION APPROVED BY				
NO.	DESCRIPTION	DATE	REV. BY	APPROVED DATE

NOTE: THE VERTICAL DATUM REFERENCED ON THIS PLAN IS THE NORTH AMERICAN DATUM OF 1988 (NAVD88)

CONSTRUCTION NOTES

CONTRACTOR AND DEVELOPER ARE ADVISED THAT ANY ELECTRONIC FILES ASSOCIATED WITH THE PREPARATION OF THESE PLANS WILL NOT BE RELEASED TO OTHERS FOR USE IN CONSTRUCTION STAKEOUT OR RELATED SERVICES.

1. THE EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK AND FOR ANY DAMAGES WHICH MAY OCCUR BY HIS FAILURE TO LOCATE OR PRESERVE THESE UNDERGROUND UTILITIES. IF DURING CONSTRUCTION OPERATIONS THE CONTRACTOR SHOULD ENCOUNTER UTILITIES OTHER THAN IN THOSE SHOWN ON THE PLANS, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER AND TAKE NECESSARY AND PROPER STEPS TO PROTECT THE FACILITY AND ASSURE THE CONTINUANCE OF SERVICE.

2. THE CONTRACTOR SHALL DIG TEST PITS AS REQUIRED FOLLOWING NOTIFICATION AND MARKING OF ALL EXISTING UTILITIES BY MISS UTILITY TO VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES. TEST HOLES TO BE PERFORMED AT LEAST 30 DAYS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES ARE TO BE REPORTED IMMEDIATELY TO THE OWNER AND ENGINEER. REDESIGN AND APPROVAL BY REVIEWING AGENCIES SHALL BE OBTAINED IF THIS INSTANCE OCCURS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER AND THE ENGINEER OF ANY CHANGES OR CONDITIONS ATTACHED TO PERMITS OBTAINED FROM ANY AUTHORITY ISSUING PERMITS.

4. THE CONTRACTOR SHALL VISIT THE SITE AND SHALL VERIFY EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION.

5. THE CONTRACTOR SHALL CLEAR THE SITE OF ALL TREES, BUILDINGS, FOUNDATIONS, ETC. WITHIN THE LIMITS OF CONSTRUCTION UNLESS OTHERWISE SPECIFIED, AND SHALL BE RESPONSIBLE FOR CAUSING EXISTING UTILITIES TO BE DISCONNECTED.

6. THE DEVELOPER SHALL PROVIDE OVER-LOT GRADING TO PROVIDE POSITIVE DRAINAGE AND PRECLUDE PONDING OF WATER.

7. FINISHED GRADES SHOWN FOR FINISHED TOP OF CURB GRADES ON EXISTING ROADS SHALL BE FIELD ADJUSTED AS REQUIRED TO CONFORM TO THE INTENT OF THE TYPICAL SECTION USING THE EXISTING EDGE OF PAVEMENT AS THE CONTROL POINT. A SMOOTH GRADE SHALL BE MAINTAINED FROM THE CENTERLINE OF THE EXISTING RIGHT-OF-WAY TO THE FACE OF CURB TO PRECLUDE THE FORMING OF FALSE GUTTERS AND/OR THE PONDING OF WATER ON THE ROADWAY. THE EXISTING PAVEMENT SHALL BE RECAPPED AND/OR REMOVED AND REPLACED AS REQUIRED TO ACCOMPLISH THIS REQUIREMENT. CURB FORMS SHALL BE INSPECTED AND APPROVED FOR HORIZONTAL AND VERTICAL ALIGNMENT BY CITY OF FALLS CHURCH INSPECTORS PRIOR TO PLACING OF CONCRETE. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR FINISHED GRADES ON TOP OF STRUCTURED PARKING DECK.

8. ALL AREAS, ON OR OFF-SITE, WHICH ARE DISTURBED BY THIS CONSTRUCTION AND WHICH ARE NOT PAVED OR BUILT UPON, SHALL BE ADEQUATELY STABILIZED TO CONTROL EROSION AND SEDIMENTATION. THE MINIMUM ACCEPTABLE STABILIZATION SHALL CONSIST OF PERMANENT GRASS, SEED MIXTURE TO BE AS RECOMMENDED BY THE CITY AGENT. ALL SLOPES 3:1 AND GREATER SHALL BE SODDED AND PEGGED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY CITY OF FALLS CHURCH.

9. EXISTING WELLS SHALL BE PERMANENTLY ABANDONED IN ACCORDANCE WITH VIRGINIA STATE WATER CONTROL BOARD REQUIREMENTS.

10. ALL OVER HEAD POLE LINES SHALL BE RELOCATED AS REQUIRED BY THE OWNING UTILITY COMPANIES AND AT THE DEVELOPERS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL ARRANGEMENTS AND COORDINATING ALL WORK REQUIRED FOR THE NECESSARY RELOCATIONS.

11. SUBBASE MATERIAL SHOWN ON THE TYPICAL STREET SECTION SHALL CONFORM TO VDOT SPECIFICATIONS SECTION 209. PAVEMENT THICKNESS AS SHOWN ON THE PLAN ARE BASED ON AN ASSUMED SOIL SUPPORT VALUES (S.S.V.) OF 10 UNLESS OTHERWISE NOTED. A QUALIFIED SOILS TESTING FIRM SHALL BE ENGAGED BY THE CONTRACTOR TO DETERMINE THE ACTUAL S.S.V. IN ACCORDANCE WITH "A DESIGN GUIDE FOR SUBDIVISION PAVEMENTS IN VIRGINIA" BY N.K. VASWANI, OCTOBER 1973, VHRC 73-821 AS AMENDED. SOIL SUPPORT VALUES SHALL BE OBTAINED AT EACH CHANGE IN SUBGRADE SOILS AND AT A MAXIMUM SPACING OF 500 FEET WHERE SUBGRADE SOILS REMAIN CONSTANT. S.S.V. SHALL BE FURNISHED TO THE ENGINEER AND THE ENGINEER SHALL REVISE THE PAVEMENT DESIGN THICKNESS TO SHOW THE ACTUAL DEPTH OF PAVEMENT MATERIAL REQUIRED AND SHALL SUBMIT THE REVISION TO THE CITY OF FALLS CHURCH FOR REVIEW AND APPROVAL. THE CONTRACTOR IS ADVISED NOT TO BRING THE AREA SUBJECT TO THIS REVISION TO FINISHED GRADE UNTIL AFTER THE REVISED PAVEMENT SECTION IS APPROVED.

12. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL VERIFY FROM THE ARCHITECTURAL DRAWINGS ALL DIMENSION, DETAILS, AND TREATMENTS FOR THE PROPOSED BUILDINGS, WALKWAYS, AND OTHER PROPOSED CONSTRUCTION WHERE INDICATED ON THE PLANS. ANY DISCREPANCIES SHALL IMMEDIATELY BE REPORTED TO DESIGN ENGINEER.

13. THE CONTRACTOR IS TO VERIFY INVERT, SIZE AND LOCATION OF BUILDING UTILITY CONNECTIONS WITH THE MECHANICAL PLANS PRIOR TO PLACEMENT OF UNDERGROUND UTILITIES.

14. NO UNDERGROUND SOILS INVESTIGATION HAS BEEN PERFORMED BY WALTER L. PHILLIPS, INC. ALL SOILS INFORMATION PRESENTED AS PART OF THIS SITE PLAN HAS BEEN PREPARED BY OTHERS AND IS INCLUDED AS REQUIRED FOR CITY OF FALLS SITE PLAN APPROVAL.

15. THE CONTRACTOR SHALL REMOVE EXISTING BUILDINGS, FENCES AND OTHER EXISTING PHYSICAL FEATURES AS REQUIRED.

16. ALL PROPOSED SIDEWALK, CG-6, CG-2 OR CG-6R IS TO BE CONSTRUCTED WITH A MINIMUM 4" AGGREGATE BASE.

17. EXISTING CONSTRUCTION SHALL BE REMOVED TO NEAREST JOINT. NEW CONSTRUCTION SHALL BE PROVIDED AS SHOWN AND ANY DAMAGED AREA SHALL BE REPAIRED TO MATCH CONDITIONS EXISTING PRIOR TO CONSTRUCTION.

18. DAMAGE TO ANY EXISTING ENTRANCES, CURB AND GUTTER, PAVEMENT OR OTHER EXISTING STRUCTURES NOT PROPOSED TO BE DISTURBED WITH THIS DEVELOPMENT, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE REPAIRED TO THE SATISFACTION OF THE CITY OF FALLS CHURCH, THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND ANY ADJOINING OWNERS THAT MAY BE AFFECTED.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING A SMOOTH TRANSITION TO EXISTING CURB.

20. ALL PRIVATE BUILDING CONNECTIONS ARE TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT PLUMBING CODE.

21. SEE ARCHITECTURAL AND/OR LANDSCAPE DRAWINGS FOR DIMENSIONS AND DETAILS FOR ALL RETAINING WALLS. ALL ON-SITE RETAINING WALLS ARE SUBJECT TO A SEPARATE BUILDING PERMIT TO BE OBTAINED BY OWNER. THIS PLAN IS FOR APPROXIMATE LOCATION AND PROPOSED GRADING ONLY. GEOTECHNICAL AND STRUCTURAL DESIGN TO BE ACCOMPLISHED BY OTHERS. RETAINING WALLS SHOWN ON THIS PLAN ARE FOR THE PURPOSES OF DEMONSTRATING THE PROPOSED TOP AND BOTTOM ELEVATIONS AND LOCATION OF THE WALLS ONLY. RETAINING WALLS ARE TO BE MAINTAINED BY THE PROPERTY OWNERS.

22. TOPS OF EXISTING STRUCTURES WHICH REMAIN IN USE ARE TO BE ADJUSTED IN ACCORDANCE WITH THE GRADING PLAN. ALL PROPOSED STRUCTURE TOP ELEVATIONS ARE TO BE VERIFIED BY THE CONTRACTOR WITH THE SITE GRADING PLANS. IN CASE OF CONFLICT, THE GRADING PLAN SHALL SUPERSEDE PROFILE ELEVATIONS. MINOR ADJUSTMENTS TO MEET FINISHED GRADE ELEVATIONS MAY BE REQUIRED.

23. SEE LANDSCAPE PLAN FOR ALL ON-SITE SIDEWALK, PLANTING AND IRRIGATION DETAILS.

24. THE DESIGN, CONSTRUCTION, FIELD PRACTICES AND METHODS SHALL CONFORM TO THE REQUIREMENTS SET FORTH BY THE CITY OF FALLS CHURCH AND ITS CURRENT ZONING ORDINANCE AND CONSTRUCTION STANDARDS MANUAL. FAILURE TO COMPLY WITH THE CODE, APPLICABLE MANUALS, PROVISIONS OF THE CONSTRUCTION AND ESCROW AGREEMENTS OR THE PERMITS SHALL BE DEEMED A VIOLATION.

25. THE APPROVAL OF THESE PLANS SHALL IN NO WAY RELIEVE THE OWNER/DEVELOPER OR HIS AGENT OF ANY LEGAL RESPONSIBILITIES WHICH MAY BE REQUIRED BY THE CODE OF VIRGINIA OR ANY ORDINANCE ENACTED BY THE GOVERNING AGENCY.

26. A MINIMUM PERMISSIBLE GRADE OF 1.00% IS REQUIRED FOR PAVEMENT TO ASSURE POSITIVE DRAINAGE. IF THERE IS EXISTING PAVEMENT WHICH IS TO REMAIN DISTURBED DURING CONSTRUCTION AND IS LESS THAN 1.00%, THEN THE CONTRACTOR IS TO CHECK TO MAKE SURE THE SITE AREA WILL HAVE ADEQUATE DRAINAGE.

27. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE SURE THAT ANY EXISTING LANDSCAPING WHICH IS TO BE RELOCATED ON THE SITE WILL BE CAREFULLY STORED IN A DESIGNATED AREA BEFORE BEING REPLANTED. COORDINATION WITH THE OWNER FOR MUTUALLY AGREEABLE STORAGE LOCATIONS FOR LANDSCAPE MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF PLANT MATERIAL THAT DOES NOT SURVIVE STORAGE AND REPLANTING.

28. CONSTRUCTION STAKEOUT SHALL BE UNDER THE DIRECT SUPERVISION OF A LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA.

29. THE OWNER(S) HEREBY JOINS IN THE SITE PLAN AND AGREES TO BE BOUND BY ALL PLAN REQUIREMENTS.

SIGNATURE

NAME DATE

TITLE

SIGNATURE

NAME DATE

TITLE

31. A WALL CHECK SURVEY WILL BE REQUIRED WHEN THE BUILDING RISES ABOVE GRADE DURING CONSTRUCTION.

32. CONTRACTOR AND GEOTECHNICAL ENGINEER TO SUBMIT AN ACCEPTABLE PLAN AND METHOD STATEMENT FOR THE SAFE DISPOSAL OF GROUNDWATER FROM THE SITE TO THE CITY.

ACCESSIBILITY NOTES

1. ALL GRADES/SLOPES SHOWN ON THIS PLAN WERE DESIGNED AT OR BELOW MAXIMUMS ALLOWED BY ADA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH THE ADA ACCESSIBILITY GUIDELINES. IN THE EVENT THAT A DESIGN QUESTION SHOULD ARISE, OR A FIELD CONDITION PRESENT ITSELF THAT IS DIFFERENT FROM THOSE SHOWN ON THESE PLANS, WORK SHOULD CEASE AND THE ENGINEER SHOULD BE NOTIFIED SO THAT AN ACCEPTABLE SOLUTION CAN BE DETERMINED.

2. THE CONTRACTOR IS ADVISED TO CAREFULLY CHECK ALL THE PHASES OF WORK RELATING TO ADA ACCESSIBILITY FOR THIS PROJECT. SINCE THE CODE DOES NOT ALLOW FOR CONSTRUCTION TOLERANCE, ANY CONSTRUCTION THAT EXCEEDS MAXIMUM OR MINIMUM DIMENSIONS AND SLOPES AS REQUIRED BY ADA ARE SUBJECT TO REJECTION AND MAY BE REQUIRED TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

3. SINCE THE CIVIL ENGINEER OR SURVEYOR CANNOT CONTROL THE EXACT METHODS OR MEANS USED BY THE GENERAL CONTRACTOR OR THEIR SUBCONTRACTORS DURING GRADING AND CONSTRUCTION OF THE PROJECT, THE CIVIL ENGINEER OR SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE FINAL ACCEPTANCE OF ADA ACCESSIBILITY RELATED ITEMS BY THE COUNTY, ANY OTHER AUTHORITY, OR OTHER AFFECTED PARTIES.

CITY OF FALLS CHURCH SEWER NOTES

1. Sewer main construction shall comply with the latest issues of the City of Falls Church Technical Specifications and Standard Details for Sewer Main Construction, DEQ/VDH Manual of Practice for Sewerage Systems, VDOT Road & Bridge Specifications & Standards, and Fairfax County Public Facility Manual (PFM).

2. Prior to commencing the sewer main construction, the Contractor shall verify of all the underground utilities (Power, Gas, Telephone, TV Cables, Water, Storm Sewer, within the project site. The contractor shall notify MISS UTILITY @ 811 Three (3) working days in advance. The Contractor shall be solely and entirely liable for any accident and/or damage caused by the construction of this project.

3. The Contractor shall notify the City of Falls Church, Department of Public Works, 703-248-5350, of any conflict with other existing utilities in the field at least (3) working days in advance, in order for the City to correct or adjust the design prior to installing the affected portion of sewer.

4. All sewer mains shall be PVC pipes SDR-35, unless otherwise approved by the City of Falls Church.

5. There is no sewer main less than eight (8) inches in diameter allowed to be permanently installed in the City of Falls Church Sewer System.

6. Sewer house service connection (lateral) and sewer tap to the main shall be privately owned and maintained. The City's responsibility stops at the sewer main, located in the street right-of-way or easement.

7. All construction must be done in compliance with The Occupational Safety and Health Act (OSHA) of 1970, and all rules and regulations thereto appurtenant.

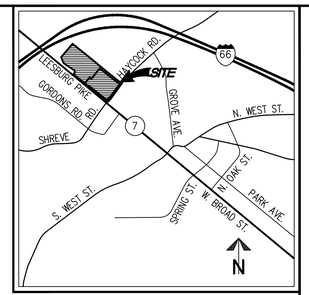
8. The Contractor shall be responsible of any repair and restoration required prior to finish grading and surfacing of the streets and/or easements. Final acceptance will not be considered or granted until after the streets have been resurfaced or the easements finally graded to equal or better than the original condition.

9. Tapping into existing manholes for a sewer pipe 10" or less in diameter will be done by coring. Pipe sizes 12" diameter and larger may be connected to the manhole wall with a short length of pipe with a joint within two feet (2') of the inside face of the manhole wall.

10. The lateral connection to the main sewer shall be installed at two feet (2') minimum distance from any pipe joint (center to center). This shall also apply to the distance between 2 laterals.

11. Manhole frames subject to 115-20 highway loading shall be set in an approved non-shrink grout.

12. Sewer subject to vehicle traffic shall be installed with a minimum cover of 6 feet. Otherwise, it shall be protected from effects of traffic with HS-20 highway loading.



VICINITY MAP SCALE: 1"=2000'

Engineers • Surveyors • Planners
Landscape Architects • Arborists
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WALTER L. PHILLIPS INCORPORATED ESTABLISHED 1945

DATE: SESP PRE-SUB01 5/15/2020, SESP SUB01 06/08/2020 | DRAWN: AH/KW/ TT | CHECKED: KW

SCALE: NONE

COMMONWEALTH OF VIRGINIA KAREN L. S. WHITE Lic. No.041850 6/08/2020 PROFESSIONAL ENGINEER

REVISION APPROVED BY				
NO.	DESCRIPTION	DATE	REV. BY	APPROVED	DATE

NOTE: THE VERTICAL DATUM REFERENCED ON THIS PLAN IS THE NORTH AMERICAN DATUM OF 1988 (NAVD88)

NOTES

WEST FALLS CHURCH ECONOMIC DEVELOPMENT

SPECIAL EXCEPTION SITE PLAN

CITY OF FALLS CHURCH, VIRGINIA

REFER TO ARCHITECTURAL BUILDING PLANS FOR FINAL PROJECT DATA INFORMATION.

ZONING TABULATION

ZONE: B-2

SITE AREA:

PARCEL	RPC	SITE AREA (SF)	SITE AREA (AC)	ZONE	OWNER
C	51-21-006	663,593	15.2340	B2	CITY OF FALLS CHURCH SCHOOL BOARD
D	51-21-007	411,671	9.4507	B2	CITY OF FALLS CHURCH

	REQUIRED BY CODE	PROVIDED
MAX. BUILDING HT.	15 STORIES*	SEE CHART BELOW
MIN. YARD REQUIREMENTS:		
FRONT (FROM FACE OF CURB)	20' (HAYCOCK ROAD)	25.6' (HAYCOCK ROAD)
	20' (ROUTE 7 / LEESBURG PIKE)	21.9' (ROUTE 7 / LEESBURG PIKE)
SIDE	NONE	0' (WESTERN PROPERTY LINE) 13.5' (NORTHERN PROPERTY LINE)
REAR	N/A	N/A

*SPECIAL EXCEPTION ENTITLEMENT APPROVED FOR MAXIMUM BUILDING HEIGHT OF 15 STORIES

BUILDING HEIGHT TABULATION

BUILDING	# OF STORIES ALLOWED PER SEE	# OF STORIES PROPOSED
A	15	9
B1	15	8
B2	15	6
B3	15	6
C	15	12
D1	*15*	*TO BE PROVIDED UNDER SEPARATE SESP*
D2	15	8

PARKING TABULATION

Parking Ratios	SESP Submission SF/Unit/Room		SEE Approved Ratios					Provided Spaces	Proposed Ratio	% of City Ordinance Required Pkg
			Minimums		Maximums					
Use			Ratio	Spaces	Ratio	Spaces				
Phase 1 Office	125,537		1 per 450.00sf	279	1 per 333.33sf	377		**312**	1 per 402sf	112%
Phase 1 Retail	103,410		1 per 333.33sf	310	1 per 300.00sf	345		**150**	1 per 689sf	44% *
Grocery	40,316		1 per 250.00sf	161	1 per 200.00sf	202		**198**	1 per 204sf	123%
Rental Apartments	399	49 x0B	0.8 per std unit	279	1 per 0B	49	1.59 per unit	**394**	1.0 per unit	62%
		232 x1B	0.5 per micro unit		1.5 per 1B	348				
		118 x2B+			2 per 2B+	236				
Condo	127	0 x0B	1.0 per unit	127	1 per 0B	0	1.85 per unit	**176**	1.39 per unit	75%
		37 x1B			1.5 per 1B	56				
		90 x2B+			2 per 2B+	180				
Hotel	146		0.16 per unit	23	1 per room + 1 per 10 rooms	161		**25**	0.17 per unit	16%
Senior Housing										
			TOTAL	1180	1814	1952		**1255**		

* RATIO REFLECTS DEDICATED RETAIL PARKING ONLY. ADDITIONAL RETAIL PARKING PROVIDED VIA SHARING WITH OTHER USES, INCLUDING RESIDENTIAL AND OFFICE.

additional reserved spaces provided for Senior Housing. Senior parking ratios to be updated in future submissions.

75

City Ordinance Ratio

Grand Total Spaces Provided **1330**

REDUCTION REQUEST*	Required	Provided	% Reduction	
Approved SEE Ratio Compliance	**1180**	**1330**	**0%**	Includes Senior Housing parking spaces in provided number
Overall Reduction From Ordinance	1814	1255	31%	Excludes Senior Housing parking spaces in provided number
CFC Shared Parking Analysis Reduction	1596	1255	21%	Excludes Senior Housing parking spaces in provided number

*To be updated with Senior Housing information in a future submission.

CFC Shared Parking Analysis	Weekday				Weeknight						
	Day		Night		Day		Evening		Night		
	%	Spaces	%	Spaces	%	Spaces	%	Spaces	%	Spaces	
Office	100%	279	10%	28	10%	28	5%	14	5%	14	
Retail	60%	328	90%	492	100%	546	70%	382	5%	27	
Hotel	75%	120	100%	161	75%	120	100%	161	75%	120	
All Other Uses	100%	868.5	100%	868.5	100%	868.5	100%	868.5	100%	868.5	Excludes senior
Total		1596		1549		1563		1425		1030	

LOADING TABULATION

USE	TOTAL REQUIRED
RESIDENTIAL	0
OFFICE	1
SHOPPING CENTER	2
TOTAL REQUIRED	*3*
TOTAL PROVIDED	**5**

BIKE PARKING TABULATION

Bike Parking	GFA/units	Short-Term		Long-Term	
		Spaces	Type Provided	Spaces	Type Provided
Office	125,537	6.3	Class 3	20.9	Class 1
Retail	143,726	17.5	Class 3	5.7	Class 3
Multifamily	399	8.0	Class 3	159.6	Class 1
Condo	127	2.5	Class 3	50.8	Class 1
Hotel	146	2.9	Class 3	14.6	Class 3

	REQUIRED	PROVIDED	
Class 3 Total Spaces	58	58	*CLASS 3 SPACES PROVIDED ALNOG STREETSCAPE.
Class 1 Total Spaces	232	232	*CLASS 1 SPACES PROVIIDED WITHIN BUILDING STRUCTURES & GARAGES.

PROGRAM DEVELOPMENT INFORMATION

Phase I SESP Development Plan Program

Use	Block A	Block B-1	Block B-2	Block C	Block D	Kiosk	Per Use Totals
Retail	35,190	7,860	11,670	12,250	14,000	3,200	84,170
Grocery	40,310						40,310
Civic		5,040		14,200			19,240
Hotel			85,260				85,260
Office		125,540					125,540
Multi-family Rental	271,000						271,000
Multi-family Micro Rental	100,000						100,000
Condominium	179,000						179,000
Senior Housing					225,000		225,000
Per Block Totals	625,500	138,440	96,930	26,450	239,000	3,200	1,129,520

Note: Numbers rounded to nearest 10

Note: Senior Housing and Block D Retail are placeholders (per governing documents). Subject to future SESP submission for Block D-1 by Senior Developer

SEE Amendment Proposed Binding Development Plan Program

Phase 1 Use	Min GSF	Max GSF
Retail	100,000	None
Civic	17,000	None
Office	125,000	None
Condominium	None	179,000
Multi-Family Rental	None	371,000
Senior Housing	125,000	225,000
Hotel	80,000	200,000
Phase 2 Use	**Min GSF**	**Max GSF**
Retail	None	None
Office	None	None
Condominium	None	148,600
TOTAL Use	**Min GSF**	**Max GSF**
Retail	100,000	None
Civic	17,000	None
Office	125,000	None
Condominium	None	327,600
Multi-Family Rental	None	371,000
Senior Housing	125,000	225,000
Hotel	80,000	200,000

Approved SEE Notes:

Note: Applicant reserves the flexibility to shift GSF from block to block.

Note: Multifamily buildings designated as condominium may become rental, and vice versa, so long as the total GSF maximums are respected.

Note: Average unit sizes and unit counts are approximate and may change during SESP review

Proposed Development Plan Program: SEE Unit Ranges with SESP Phase I Proposal			Approved SEE Proposed Unit Count Range	
Type	**Proposed GSF**	**SESP Phase I Proposed Unit Count**	**Low End**	**High End**
Block A				
Multi-Family Rental	275,000	265		
Multi-Family Rental Micro	96,000	134		
Block B				
Hotel	-	146		
Block C				
Condominium (Phase 1)	179,000	127		
Block D				
Senior Housing	225,000	225	150	250
TOTAL	**775,000**	**897**	**150**	**250**

Approved SEE Notes:

Note: Applicant reserves the flexibility to shift GSF from block to block.

Note: Multifamily buildings designated as condominium may become rental, and vice versa, so long as the total GSF maximums are

Note: Average unit sizes and unit counts are approximate and may change during SESP review

Note: Senior Housing is a placeholder (per governing documents). Subject to future SESP submission for Block D-1 by Senior Developer

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www.WLPINC.com

DATE: SESP PRE-SUB01 5/15/2020; SESP SUB01 06/08/2020

SCALE: NONE

DRAWN: AI / KW / TT

CHECKED: KW

COMMONWEALTH OF VIRGINIA PROFESSIONAL ENGINEER KAREN L. S. WHITE Lic. No.041850 6/08/2020

NO.	DESCRIPTION	DATE	REV. BY	APPROVED	DATE

REVISION APPROVED BY:

NOTE: THE VERTICAL DATUM REFERENCED ON THIS PLAN IS THE NORTH AMERICAN DATUM OF 1998 (NAVD88)

ZONING TABULATIONS

WEST FALLS CHURCH ECONOMIC DEVELOPMENT

SPECIAL EXCEPTION SITE PLAN

CITY OF FALLS CHURCH, VIRGINIA

SHEET: C-0202

Attachment 2

RESOLUTION 2019-20

RESOLUTION TO GRANT SPECIAL EXCEPTION ENTITLEMENT FOR A MIXED-USE DEVELOPMENT PROJECT WITH A BUILDING HEIGHT UP TO FIFTEEN (15) STORIES ON APPROXIMATELY 9.45 ACRES OF LAND LOCATED AT 7124 LEESBURG PIKE (PORTIONS OF REAL PROPERTY CODE NUMBER 51-221-001) ON APPLICATION BY FALLS CHURCH GATEWAY PARTNERS

WHEREAS, on August 13, 2018, City Council adopted Ordinance 1989, which amended Chapter 48, "Zoning", of the Code of the City of Falls Church to amend Section 48-486, "Principal Uses Permitted by Right" within "B-2 Central Business District" in order to allow additional uses; and to amend Section 48-488, "Special Exceptions" for development projects on sites designated as Special Revitalization District for Education and Economic Development and designated for Mixed-Use on the Future Land Use Plan Map; and

WHEREAS, an application for a Special Exception Entitlement to allow a mixed-use development project up to a maximum height of fifteen (15) stories has been submitted by Falls Church Gateway Partners ("the Applicant") pursuant to Section 48-486(c) in conformance with the procedures set forth in Section 48-488B of the City Code; and

WHEREAS, The Special Exception Entitlement approval will govern the general locations of the buildings, the height of buildings; the location, type, and amount of individual uses on the site, the infrastructure and transportation on the site, the public facilities and utilities, and other aspects of the future approvals and development on the Subject Property. The Owner may modify those items bound by the SEE through a SEE amendment that may be submitted concurrently with a SESP application, or independently; and

WHEREAS, the application proposes a mixed-use development comprising a total building/floor area of approximately 1,482,000 gross square feet on approximately 9.45 acres of land and a building height up to 195' feet and 15 stories (instead of the B-2, Business district seventy-five (75) foot height maximum). The development includes ranges of gross square footages and units, as well as proposed numbers such as 290 multifamily residential rental apartment units, 134 multifamily residential rental micro units, 289 residential condominium units, 225 senior housing units, 150 hotel rooms, approximately 330,000 gross square feet of office, 20,000 square feet of civic use, and approximately 123,000 square feet of retail; and

WHEREAS, the application for the Special Exception Entitlement has been referred to various citizen boards and commissions for public review and comment; and

WHEREAS, the application for the Special Exception Entitlement has been referred to the Planning Commission, which conducted a public hearing and recommended to the City Council, and this recommendation has been received and considered; and

WHEREAS, City Council has duly advertised and conducted, on July 8, 2019, a public hearing to receive comments on the application for the Special Exception Entitlement; and

WHEREAS, City Council has considered the application, the requirements of Section 48-90 and Section 48-488B of the City Code, the recommendation of the Planning Commission, comments from boards and commissions, and public comments; and

WHEREAS, the City of Falls Church is embarking on a project to address a critical need for construction of a new high school to serve the City and its students; and

WHEREAS, approximately 38.4 acres of land located on the west end of the City became part of the City of Falls Church as a result of a Boundary Adjustment Agreement with Fairfax County, which was negotiated as part of the sale of the City's water system; and

WHEREAS, in keeping with the terms of the Voluntary Boundary Adjustment Agreement (VBAA), of the approximately 34.65 acres of school land, 30% or approximately 10.38 acres located at the current George Mason High School Campus may be used for any lawful, non-school related uses, and the proposed development of 9.45 acres (27%) is below the 30% limit for non-school uses; and

WHEREAS, the revenues from development of the 9.45 acres of land available for non-educational purposes are needed to defray the cost of constructing a new high school; and

WHEREAS, the City Council finds that the property allocated to the mixed-use development meets the requirements of the VBAA that at least 70 percent of the acreage of the school-related parcels be used for school purposes; and

WHEREAS, the City Council intends to continue to work cooperatively with its neighbors, including Fairfax County, VDOT, Virginia Tech, and WMATA among others, to ensure that the proposed development occurs in a coordinated manner and that transportation improvements are carried out in the broader area to improve walkability, access to transit, and traffic flow through a well-designed grid of connected rights of way; and

WHEREAS, the City has elected to use the Public-Private Education Facilities Infrastructure Act (PPEA) process to find a partner with whom it can work to achieve its goals for revenue and its vision for the West End of the City; and

WHEREAS, on May 1, 2018, after issuance of a Request for Conceptual Proposals, the City received six high-quality conceptual proposals for development of up to 10.38 acres on the site; and

WHEREAS, during September through November of 2018, a nine-member Evaluation Committee reviewed the RFDPs on the basis of the value offered for the site, the quality of the development program, civic space, and the up front and long term financial benefits for the City; and

WHEREAS, on November 19, 2018, the City Council chose the top-ranked development team of Falls Church Gateway Partners, whose proposed development provide long-term and short term economic value to the City, a strong program that features diverse mix of uses and a vibrant commercial and place-making components; and

WHEREAS, the City and Developer entered into Interim Agreement dated December 5, 2018, as amended by a First Amendment dated January 9, 2019, further amended by a Second Amendment dated January 24, 2019, further amended by a Third Amendment dated January 31, 2019, and further amended by a Fourth Amendment Dated February 11, 2019, which describes the land payments to the City for the site, the development program and uses for the site, and minimum environmental standards that the City and the Developer have agreed to; and

WHEREAS, the City and Developer entered into a Comprehensive Agreement dated June 12, 2019, which describes items, including but not limited to, the land payments to the City for the site, the development program and uses for the site, minimum environmental standards, schedule of performance, form of ground lease, and closing conditions that the City and the Developer have agreed to; and

WHEREAS, City Council considered the subject properties' unique characteristics and the community benefits derived as a result of the proposed development, and determined that this particular project is acceptable for these parcels at this time; and

WHEREAS, State law provides that Special Exceptions may be granted by the local governing body subject to conditions pursuant to Code of Virginia Sec. 15.2-2286(A)(3) that allow their issuance "under suitable regulations and safeguards" and that each special exception case shall rest on its own merits and the uniqueness of each piece of land; and in particular, that the ratio of commercial and residential uses approved herein are unique to this site; and

WHEREAS, the Applicant has submitted the "Voluntary Concessions, Community Benefits, Terms and Conditions" dated June 27, 2019 to the City in order to further ensure consistency with the City of Falls Church's adopted Comprehensive Plan, and other relevant policies and in support of the Special Exception; and

WHEREAS, City Council finds that the proposed project is consistent with the City's Comprehensive Plan, and substantially achieves the goals of the Special Revitalization District for Education & Economic Development; and

WHEREAS, City Council finds that the proposed project provides significant community benefits, including, but not limited to the following:

- gateway to the City which instills a sense of place through the use of high quality urban design;
- multi-model access within and to adjacent sites;
- over half an acre of open space and plazas to serve as gathering place and venue for community events;
- appropriate mix of uses with ground floor storefront retail and other high quality commercial components;
- planned streetscape improvements on Leesburg Pike, Haycock Road, and Mustang Alley;
- a music venue use celebrating the collaboration and connection with the school campus;
- various community benefits including affordable housing, public art, and "Bike Share" facility location(s) ;
- environmental sustainability with LEED ND Gold V4 (or equivalent) at the neighborhood level, LEED Gold (or equivalent) for the office and multifamily components, LEED Gold for senior housing and LEED Silver (or equivalent) for the hotel; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Falls Church, Virginia, that in conjunction with the associated Comprehensive Agreement and in consideration whereof, pursuant to Sections 48-90 and 48-488 of the Falls Church City Code, that the Special Exception Entitlement for the mixed-use development project is hereby granted and approved, subject to the following conditions:

1. Execution of the Developer's Voluntary Concessions, Community Benefits, Terms and Conditions, dated June 27, 2019 ("voluntary concessions"), for Special Exception Entitlement for a Mixed-Use Development at the subject site, shall be a condition for the approval of the Special Exception Entitlement; and the City Manager is hereby authorized and directed to execute the voluntary concessions, as submitted, on behalf of the City; and

2. No development shall occur on the site until the Developer has obtained approval of a Special Exception Site Plan ("SESP") for the portion of the site to be developed. Such SESP shall be consistent with this SEE approval, including without limitation general locations of the buildings, the height of buildings; the location, type, and amount of individual uses on the site, the infrastructure and transportation on the site, the public facilities and utilities as it may be amended from time to time; and

3. Phasing of construction of the development of the site will be in accordance with the SEE and the voluntary concessions; and

4. Violation of any of the conditions of this Special Exception Entitlement shall be grounds for revocation of the Special Exception Entitlement approval by City Council.

Referral: 02-25-19
Adoption: 07-08-19
(TR19-08)

IN WITNESS WHEREOF, the foregoing was adopted by the City Council of the City of Falls Church, Virginia on July 8, 2019 as Resolution 2019-20.

Celeste Heath
Celeste Heath
City Clerk

VOLUNTARY CONCESSIONS, COMMUNITY BENEFITS, TERMS AND CONDITIONS

West Falls Church Economic Development Project currently referred to as "The Little City Commons"

Falls Church Commons JV LLC

July 8, 2019

The following Concessions, Community Benefits, Terms and Conditions ("Voluntary Concessions") are voluntarily proffered by the Owner for the benefit of the community and for the City of Falls Church, Virginia. These Voluntary Concessions are proffered in association with the City's approval of the Special Exception Entitlement ("SEE") Application filed with the City of Falls Church on June 7, 2019, for the phased development of a 9.45 acre area which is the eastern portion of the parcel RPC #51-221-001 located at 7124 Leesburg Pike in the City of Falls Church (also called the "Subject Property"). The Subject Property is more specifically shown on the attached Exhibit A. As used herein "Owner" shall refer to the applicant, any contract owner, the property owner, and any successors or assignees:

The Owner agrees that these Voluntary Proffered Concessions will apply to and be binding upon all future owners, and upon all heirs, successors and assigns of any owner of any portion of the Subject Property, and the Owner further agrees that it will provide a copy of these Voluntary Proffered Conditions to any such future owner, heir, successor and assign prior to transferring any interest in any part of the Subject Property to any such person, firm, corporation, or other entity.

The owner acknowledges that through the SEE approval it has been granted additional height, and certain bonuses and other benefits in return for its agreements, as set forth in these voluntary concessions. The City's approval of the SEE is based upon the final drawings and documentation submitted as part of that SEE application on June 7th, 2019. The Owner understands and agrees that the SEE approval will govern the general location of the buildings, the maximum height of buildings; the general location, type, and amount of individual uses on the site, the infrastructure and transportation on the site, the public facilities and utilities, and other aspects of the future approvals and development on the Subject Property. To the extent not specifically bound by the SEE, the location of specific uses and heights of buildings may be amended or refined during the Special Exception Site Plan ("SESP") application. The Owner may modify those items specifically bound by the SEE through a SEE amendment that may be submitted concurrently with a SESP application or independently. The Owner further agrees that, under the City Zoning the SEE does not permit the Owner to obtain building permits or to begin construction or implementation of any of the buildings or uses approved through the SEE. Such further construction or implementation may be pursued only after approval of a SESP Application(s) which will govern more specific features, design elements, uses, services, or amenities voluntarily offered by the Owner. These features may include but will not be limited to, site design, public improvements, environmentally sustainable and energy-efficient building

design, affordable housing creation, and other contributions as part of the development. All development on the Subject Property, and all SESP applications for development thereon, will be done in a manner that conforms to the general terms of the SEE approval as it may be amended, through City Council approval, from time-to-time if not in accordance with SEE approval.

1. **Conformance with SEE Application:**
The Owner agrees to submit one or more SESP Application(s) to develop the Subject Property in substantial conformance with the final drawings and documentation of SEE Application approved per Section 48-488(B)(1) and (2) on July 8th, 2019.

2. **Uses:**
Uses shall be as shown in the "Binding Development Plan Program" chart on sheet 8 of the SEE Application. The binding elements of the use table are as follows:
   - Phase 1:
     - A minimum of 125,000 GSF of office use.
     - A limited or full-service hotel with a minimum of 80,000 GSF and maximum of 200,000 GSF, of which at least 3,000 GSF is meeting/conference space.
     - A minimum of 20,000 GSF of programmable civic space that will be managed by the Owner and which includes an approximately 8,000 to 12,000 GSF event space including a 4,000 GSF outdoor rooftop terrace. Event space to be occupied by music/entertainment venue. Additional 4,000 to 8,000 GSF occupied by performing arts/education studio or school.
     - Approximately 25,000-45,000 GSF for a grocery tenant (provided that, if a grocer is less than 40,000 GSF, a total of at least 40,000 GSF will be leased to a grocer or other retailer(s) (but not service) with an equivalent to or better fiscal impact than a 40,000 GSF grocery tenant (i.e., generating aggregate taxes to the City equivalent to a grocery occupying 40,000 GSF with average gross revenue of $400/GSF).
     - A minimum of 100,000 GSF of retail including the grocery use and general retail, but exclusive of the civic uses. Included in the CA is a target merchandising plan approved by the City that indicates suggested square footages of types of retail uses, such as for the grocer, restaurants, retail, and retail services. Said merchandising plan may vary from the ultimate square footage of uses as the market dictates.
     - A maximum of 550,000 GSF of residential (exclusive of senior housing), of which the maximum non-micro multifamily apartment use is 275,000 GSF (with an average size for all of the residential units in the building of no more than 900 net rentable square feet) and the maximum condominium use is 275,000 GSF.
     - A maximum of 100,000 GSF of the condominium use described above can be converted to micro-apartment rental units with an average size of no more than 675 net rentable square feet for one-bedroom units (with no dens included) and an average size of no more than 500 net rentable square feet for studio apartments. Owner will not receive permits for construction of the last 100,000 GSF until above-ground construction has started on each of the office and hotel components of Phase 1 of the project.

     - A maximum of 225,000 GSF of senior housing.
   - Phase 2:
     - A minimum of 150,000 GSF office building.
     - A maximum of 154,000 GSF of condominium use.

3. **Commercial Space:**

The Owner agrees that the following commercial uses that may otherwise be allowed in the B-2 zoning district shall not be permitted on the Subject Property without the agreement of the City Manager or on an appeal of said City Manager's decision to City Council.

Prohibited Uses:

- Gun stores or firearm dealers, or shooting ranges, or other weapons dealers
- Roller rink
- Pornographic book store, pornographic theatre or amusement facility, or any other facility selling or displaying pornographic materials or having such displays
- Second hand store, except upscale consignment
- Auction house
- Flea market
- Blood bank
- Funeral home
- Industrial uses, except for small-scale production use which may also sell items to the public
- Car wash, except for mobile car wash uses within the parking garages
- Carnival, amusement park or circus
- Bingo hall
- Church, temple, synagogue, mosque, or other house of worship
- Facility for the sale of paraphernalia for use with illicit drugs
- Vape stores or other tobacco uses or related dealers

Design Requirements:

The Owner agrees that the following design standards shall be met for all retail space identified as part of the SEE Application:

- Restaurants that require ventilation through a grease shaft for a grill hood, shall have access to a ventilation shaft through the roof with roof curb, or space for a scrubber within the retail space or elsewhere in the building, which meets all City Building Code requirements for restaurant use, prior to issuance for a certificate of occupancy for tenant occupancy for such spaces.

- The Owner agrees that the ground floor retail or other ground floor space wall shall have either an average 70% transparency or architectural placemaking elements for the area of any wall facing the Commons, State Route 7, Haycock, and Mustang Alley, and Street A that is between three (3) feet and eight (8) feet above grade with the exception

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COMMONWEALTH OF VIRGINIA
KAREN L. S. WHITE
Lic. No.041850
6/08/2020
PROFESSIONAL ENGINEER

DATE: SESP PRE-SUB01 5/15/2020, SESP SUB01 06/08/2020
SCALE: NONE
DRAWN: AI / KW / TT
CHECKED: KW

REVISION APPROVED BY					
NO.	DESCRIPTION	DATE	REV'D BY	APPROVED	DATE

NOTE: THE VERTICAL DATUM REFERENCED ON THIS PLAN IS THE NORTH AMERICAN DATUM OF 1988 (NAVD88)

VOLUNTARY CONCESSIONS

WEST FALLS CHURCH ECONOMIC DEVELOPMENT

SPECIAL EXCEPTION SITE PLAN

CITY OF FALLS CHURCH, VIRGINIA

SHEET: C-0203

of loading areas, back of house, garages, garage entrances, and alleys. In areas with steep grade, the measuring point for the (3) feet and eight (8) feet may be modified. 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.

- Façade and other design enhancements will be submitted as part of an SESP application for any development on the Subject Property.

- Owner agrees to coordinate in good faith with the School Board to accommodate stepping the building height above 35' back for a portion of the building immediately adjacent to the school plaza.

4. Senior Housing Residential Building Condition:

The Owner agrees to include in the SESP a Senior Housing residential building as shown on the approved SEE that will be managed and operated with the intent to provide housing for those persons fifty-five (55) years of age or older in accordance with the State and Federal Fair Housing Acts and the Federal Housing for Older Persons Act of 1995 (Pub. L. 104-76, 109 Stat. 787, approved December 28, 1995), as amended, and as implemented by HUD regulations at 24 CFR part 100. The Senior Housing building shown in the SEE shall have a maximum of 225,000 GSF, and at least 60% of units will be independent living and/or active adult. The Owner further agrees that the Senior Housing building will at all times be managed and operated so that it meets all of the requirements of the applicable Federal and Virginia laws. The Owner agrees to promulgate a set of written management standards for the operators of the Senior Housing building that requires the lease for each apartment unit to include a prohibition as legally provided, on individuals eighteen (18) years of age or younger from residing in the building, and the Owner and any designated operator agrees to enforce such lease restriction. The rules and regulations in the leases will be shown to the City Attorney or City Manager for approval as being consistent with this condition before any Certificates of Occupancy are issued for the age restricted housing. The rules and regulations will be in place as governing the management of the age restricted housing before any Certificates of Occupancy for a dwelling unit are issued. This rule prohibiting persons eighteen (18) and under from residing in the building shall not be changed without review and approval by the City Council through a SEE or SESP amendment.

5. Affordable Housing Contribution:

The Owner agrees to include in its SESP affordable housing on the following terms:

(a) As the Owner and the City agree is consistent with the City of Falls Church Affordable Housing Policy, the Owner will provide affordable dwelling units ("ADUs") in the project equal to six (6) percent of the total number of dwelling units to be included on the Subject Property, including the independent living units associated with the Senior Housing (rounded up to the nearest whole number) unless the City Manager and the Owner agree to a different percentage of affordable units as a means to either increase the number of larger affordable units or provide units at a lower AMI, and such revised affordable housing plan is included in the Voluntary Concessions when the SESP is

approved for the respective multifamily residences. In the event the Senior Housing Building includes assisted living units, the City shall have the right to receive from the Owner, in lieu of the value of all or some of the affordable independent living residences, an annual accounting subsidy acceptable to both the City and the Owner, adjusted annually, for eligible low or moderate-income residents with incomes at or below 80% of the AMI. The proportion of ADUs for studio, one bedroom, and two bedroom units will follow the same proportionate mix for the market rate units in the project unless the City Manager and the Owner agree to a different unit mix and such mix is included in the Voluntary Concessions when the SESP is approved for the respective multifamily residences. For each unit type, the ADU's shall be equivalent in size to other market rate units of the same type. All ADUs will be dispersed throughout the project with the exception of the top floor of each residential building. Parking shall be provided for ADUs at the same rate as for the market rate units. If a parking fee is imposed upon market rate tenants, the same parking fee shall apply to ADU tenants. 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, excluding amenity fees.

(b) The Owner shall have the right but not the obligation to provide ADUs generated from the residential condominium buildings within the rental apartment buildings on the site. If Phase 2 includes a residential condominium building and no rental apartment building, as is currently envisioned, the Owner shall have the right to convert market rate apartment units within the Phase 1 apartment building to ADU's in lieu of providing the ADU's within the Phase 2 condominium building.

(c) The Owner agrees to record Restrictive Covenants among the land records of the Clerk of the Circuit Court of Arlington County, which shall define terms and conditions of the ADUs as such terms and conditions are agreed to in these Voluntary Concessions regarding issues including, but not limited to, price control periods and owner/renter occupancy and the matters agreed to in these Voluntary Concessions. These Covenants shall run with the land and be an encumbrance on the ADUs. The Covenants shall be recorded with the City's land records in Arlington County, 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.

(d) 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 and evaluate compliance with program terms in accordance with the Affordable Unit Program official administrative procedures and regulations.

(e) The monthly rent for the ADUs will be set by the Housing Commission with reference to the U.S. Department of Housing and Urban Development ("HUD") Washington Primary Metropolitan Statistical Area ("PMSA") area median household income ("AMI"). The ADU's that are included in the six (6) percent of total units shall be offered for rents that are affordable to households whose income is no more than 60% of HUD PMSA AMI. Alternatively, the City and the Owner may agree to the provision of an equivalent number of ADUs based upon the qualification for residents with incomes in the range of 40% to 80% of HUD PMSA AMI; such terms shall be set out in the Voluntary

Concessions agreed to in the SESP governing such multifamily housing. Conceptually, to the extent ADU's are provided at a reduced income threshold of 40%, other units shall be provided at 80% resulting in an average of 60% AMI for all ADU's provided. Such rents, subject to changes permitted by this Voluntary Concession 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.

(f) ADU tenants will have the same duties, rights and privileges as all other tenants in the project, including access to amenity spaces, except as such ADU duties, rights and privileges are expressly altered by these Voluntary Concessions.

(g) A minimum of one of the ADU units shall be accessible as defined by federal law. Additionally, as provided by federal law, all ADU and market rate units shall be ADA adaptable.

(h) The Owner will comply with all applicable fair housing laws.

(i) Upon the issuance of the first residential certificate of occupancy for the project, and subsequently upon the annual anniversary of the issuance of the first residential certificate of occupancy, and upon the written agreement of the City, the Owner may make a cash contribution to the City's Housing Trust Fund in lieu of providing some or all of the ADUs otherwise required because of this Voluntary Concession in an amount equivalent to the value of the units and acceptable to both the Owner and the City. The formula for determining the cash payment will be determined prior to SESP approval and is intended to be economically-neutral to the Owner when compared to providing affordable units. If the City and the Owner cannot mutually agree upon a contribution amount, then the Owner will provide ADUs in conformance with this Voluntary Concession.

6. Pedestrian Oriented Design Elements:

Streetscape: The Owner agrees that, in order to create a more pedestrian-oriented environment and to help preserve and protect the character of the new neighborhood, streetscape improvements will be substantially consistent with the City Streetscape Standards within the public rights-of-ways on Leesburg Pike and Haycock Road. The Owner has provided options for enhanced streetscape and creative seating options in this corridor in the submitted draft Placemaking and Amenity Plan to be refined in the SESP. In the event the Developer and the City Manager agree that deviation from such established City Streetscape Standards would be desirable for the City, then the City Manager may approve such deviation. In order to enhance the pedestrian experience along these corridors, Owner agrees to ensure that street frontages are active and will pursue retail to the extent feasible. Portions of ground floor amenity space may be able to be developed in a method that would allow conversion to retail should FRIT's neighboring property develop in the future.

The Owner further agrees that a building setback of at least 20 feet from the face of curb will be maintained on all street frontages on Leesburg Pike and Haycock Road. The owner agrees there will be a 10 foot clear area for pedestrian travel ("Clear Sidewalk")

within that setback along the entire streets on Leesburg Pike and Haycock Road; however, in areas designated on the SEE for possible outdoor dining, and where obstructions such as tree pits prevent the required Clear Sidewalk, modifications to the streetscape or a decrease in the required Clear Sidewalk may be reduced to no less than 6 feet shall be permitted to allow a restaurant tenant a commercially reasonable amount of space for outdoor dining. Setback and sidewalk width referenced above assumes no future taking by VDOT to expand the Leesburg Pike ROW.

The Owner agrees to maintain the streetscape improvements (including street trees but excluding the maintenance of and cost of electricity for City standard streetlights) 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 a Certificate of Occupancy for any occupiable space in the project.

The Owner agrees to the following criteria for streetlight power sources, recognizing that exact location is to be determined by the City and Owner at the SESP and/or construction phase:

- Power meters shall not be located in the clear sidewalk. They should be out of the walkway and discrete.
- Power disconnects/shutoffs for streetlights shall not be located inside a building. They need to be accessible from the outside.
- Owner agrees to provide electric in street tree pits and coordinate with the City on a tree lighting program and will provide tree lighting along Commons Drive

The Owner agrees to provide two, 2" empty conduits for use by the City, to run under State Road 7 (West Broad Street/Leesburg Pike) and Haycock Road sidewalks and crosswalks constructed by the Owner. 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.

Accessibility: The Owner agrees that the development will meet the ADA Standards for Accessible Design.

Signage: The Owner intends to complete a Comprehensive Signage Plan that will address temporary signage, wayfinding, retail signage, and general branding/building signage. The Owner understands that the EDA will soon have developed wayfinding and signage standards for the City, and will incorporate these City standards where appropriate.

The Commons: Unless otherwise provided for in a Commercial Development Authority agreement with approval by the City Council, the Owner agrees to construct and maintain the surface level plaza and public space in The Commons, with the proposed features and amenities to be defined as part of SESP Design. The Owner agrees to coordinate with Recreation and Parks Departments as well as the Arts and Humanities Board at SESP regarding Commons design and programming, as well as the design of

other publicly accessible places within the project.

Undergrounding of Utilities: The Owner agrees to include in its SESP a plan to place all on-site utilities underground except for switchgear equipment and transformers. The Owner agrees that any switchgear equipment or transformers placed above ground will have vegetative or other decorative screening sufficient that the switchgear equipment and transformers cannot be seen from the right of way.

As part of the Northern Virginia Transportation Authority TransAction ID #66 & #334 grant work, FCGP Public Infrastructure LLC, on behalf of the Owner, agrees to enter in into a contract with the City to underground the aerial utilities as provided for in the grant and as shown in the plat sheet C-0402 in the SEE Application materials. This undergrounding design and construction work associated with the NVTA grant will occur prior to the issuance of a Certificate of Occupancy for the Subject Property. The Owner agrees to work in concert with the City Manager and the City Manager's staff to design, submit, and approve an NVTA Grant Transportation Improvements Plan for the NVTA grant scope prior to or in conjunction with the SESP.

Environmental Improvements:

Green Building Criteria: The Owner agrees that any SESP for development of the Subject Property will include third-party certification within eighteen (18) months of the completion of the building and for "ND" certification, within eighteen (18) months of project completion and the following commitment for Environmental Improvements, as they may be applicable to such SESP:

Site/Building Type	Required Certification Level	Notes
Entire Site	LEED-ND Gold v4 or equivalent	
Office	**LEED-BD+C Core and Shell Gold v4 or equivalent**	
Residential	LEED-NC v4 Gold, LEED-Multifamily Mid-Rise v4 or equivalent	Secured by bond or letter of credit, not to exceed $50,000 per building, which can be used by City if the Owner is only able to achieve LEED Silver
Senior Housing	LEED-NC v4 Gold, LEED-Multifamily Mid-Rise v4 or equivalent	Secured by bond or letter of credit, not to exceed $50,000 per building, which can be used by City if the Owner is only able to achieve LEED Silver
Hotel	LEED-NC Silver v4 or equivalent	

The bonds or letters of credit as noted in the above chart relate to the use-specific buildings in total as defined by the LEED application, and not to individual buildings as may be defined from a permitting or code perspective. For example, the multi-phase multi-family residential apartment building in Phase One is considered, for LEED purposes, to be one building and thus bound by one $50,000 bond or letter of credit.

Future Solar Panels: The Owner agrees to include in each SESP application elements that will aggregate rooftop mechanical systems to the best extent possible without having to change the intended mechanical system for the building, and to 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, including the installation of conduit to allow for future solar panels, as well as space in the Main Electrical Room for future equipment as needed to process the solar panels. 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; provided however, the Owner reserves the right to the future installation of solar panels to provide solar energy to be consumed exclusively by the project.

Electric Vehicle Charging Station: The Owner agrees that a minimum of ten (10) charging stations for electric vehicles will be provided in the project parking garage, as well as a minimum of one (1) additional publicly accessible fast-charge station at a location to be determined at SESP within the project. The Owner further agrees to provide conduit for the future installation of thirty (30) additional charging stations for electrical vehicles. The location of the charging station will be determined at SESP Approval, but will include stations and conduit in both the residential and commercial portions of the project.

Storm Drainage and Runoff: The Owner will manage stormwater on the site in a way that integrates green infrastructure, low-impact and sustainable landscape designs, and tree canopy coverage. The Owner agrees that the development will meet the following water quantity and quality criteria:

- A good faith effort to reasonably maximize the use of green roof on concrete construction building with a target of 20% of total roof area of concrete construction buildings.
- All water quality requirements will be met on the Subject Property. No offsite credits will be purchased.
- Owner will aspire to achieve a 10% reduction in peak run-off for a 10-year storm.

Removal of Contaminated Soil: During any work on the Subject Property, the Owner agrees to remove contaminated soils if required from the site and transport the same to a site authorized and able to handle such contaminated soils in accordance with applicable environmental state and federal regulations. The Owner agrees to provide documentation of compliance with this requirement to the City before issuance of any permit for above-grade construction.

8. Installation of Vegetation:

The Owner agrees that the vegetation installed for the project will consist in general of native and regionally adapted species. Final sizes, species and placement will be determined at SESP Approval. Plant materials shall be at least the following sizes at installation:

- Evergreen trees (8 to 10 feet in height at planting)
- Shade trees (minimum 2.5" to 3" inch caliper, 16 feet in height at planting on Leesburg Pike and Haycock Road and minimum 2.5 inch caliper otherwise)
- Shrubs (minimum spread 24 inches)

In the event a substitution of approved native plants is required to enable the Owner to meet LEED criteria, the City Manager or his designee may approve a substitute plant or procedure for one called for in these Voluntary Concessions to meet the requirements

for LEED certification, if he finds the substitute plant has similar visual characteristics, size and growth habitat, and could perform in a similar fashion for the specific location in which the plant is envisioned. The timing of installation of vegetation shall be determined during the SESP 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.

9. Lighting:

The Owner agrees that all exterior lighting and lighting within perimeter parking garages for the Subject Property shall comply with City Ordinances with respect to spill over to residential neighborhood adjacent to the project, and exterior lighting shall be shielded and directed away from any adjacent residential property. Any building mounted signs which face the residential neighborhoods shall not be internally illuminated with translucent panels. The lighting plan for exterior lighting that is visible by residential neighborhoods will incorporate dark sky lighting principles in accordance with the standards of the International DarkSky Association.

10. Transportation Improvements:

The Owner agrees to provide an updated Transportation Impact Analysis and the criteria for such analysis will be provided by the City. The Owner agrees to provide the Transportation Improvements shown on the SEE, subject to further design work. The Owner agrees to work collaboratively with the City to determine the precise nature of the Transportation Improvements that it will provide, and that such improvements may be different from what is shown on the SEE provided both the Owner and the City mutually agree to any material changes from the SEE proposed Transportation Improvements that impact street sections and/or building footprints. The owner further agrees that all changes to the Transportation Improvements described below and in the SEE will be subject to approval of the City Manager, and ultimately to the approval of the City Council through the SESP process.

Traffic Signals: The Owner agrees to include in its SESP and the NVTA Transportation Improvement Plan traffic signals as shown on the SEE as may be warranted and/or approved by the City and VDOT where applicable. Except when acting as executioner of the aforementioned NVTA grant, the Owner will be responsible for the design, Traffic Impact Assessment, warrant study, easement/right-of-way acquisition, and installation of these traffic signals. Any signals or HAWK beacons within the City limits will match the specifications that the City provides. The City shall work with the Owner to ensure that all necessary easement for construction of the Traffic Signals are able to be acquired when needed. The Owner shall be found to have fulfilled this condition upon approval of the traffic signal as fully operational by the City Manager. The Owner shall provide a phasing plan for the installation and operations of the Traffic Signals which shall be approved at SESP. With the exception of buildings identified in the Phasing Plan and which are expected to be open prior to installation of the Traffic Signals, the Owner agrees to obtain the City Manager's approval of the traffic signals as fully operational before issuance of the first certificates of occupancy for any buildings for which a certificate of occupancy is issued, provided the City review process is reasonably diligent and not delayed by VDOT

review. In the event there is any delay due to VDOT review, the City Manager shall permit issuance of such certificate of occupancy if the Owner provides reasonable assurances that it will diligently pursue construction of the traffic signals called for in this Voluntary Concession as approved by the City.

Street Capacity and Safety Improvements: The Owner agrees to include in any SESP for development on property adjacent to the road listed below, and the NVTA Transportation Improvement Plan, whichever is completed first the following improvements, subject to change based on results of the Transportation Impact Analysis and mutually agreed to by both the Owner and the City:

- Leesburg Pike (subject to VDOT approval)
  - Median modifications at intersection of The Commons and Chestnut Street to provide left turn lane into the Commons and to provide a right-in/right-out configuration at Chestnut if requested by VDOT and Fairfax County.
  - Traffic Signal at The Commons and Leesburg Pike including at least a left turn into the project from Leesburg Pike with VDOT approval. Any transportation improvements made at this intersection will protect against left turn movements in or out of Chestnut Street.
  - Accessible curb ramps and crosswalk on eastern side of signalized intersection.
  - Right turn lane into The Commons
  - Right turn lane into School Road
  - Accessible curb ramps and crosswalks at all corners of Leesburg Pike and Haycock intersection
  - Project shall be designed to allow for the location of a potential curbside future BRT station along Route 7.
- Haycock Road
  - Median modifications to provide a left turn lane into Street A
  - Traffic Signal at Street A
  - Accessible Curb Ramps and crosswalk on southern side of Street A traffic signal
  - Hawk signal at Street B
  - Accessible Curb Ramps and Crosswalk on southern side of Hawk Signal
- The Commons
  - Owner agrees to post a speed limit on The Commons of no more than 20 MPH
- The Owner also agrees to replace and reconstruct sidewalk sections that are damaged by project construction at the end of the construction phase of the portion of the project that is included in an SESP, per specifications provided by the City Public Works Department. Any existing or proposed mid-block crossings shall have striping and curb ramps meeting current regulations.
- The Owner agrees to continue coordinating with FCCPS, WMATA, and Virginia Tech on ensuring appropriate transportation improvements compatible with anticipated future development on these sites.

11. Parking Garage:

The Owner agrees that any parking garage spandrel panels that are visible from, and across

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COMMONWEALTH OF VIRGINIA
KAREN L. S. WHITE
Lic. No.041850
6/08/2020
PROFESSIONAL ENGINEER

SCALE: NONE
DATE: SESP PRE-SUB01 5/15/2020, SESP SUB01 06/08/2020
DRAWN: AI/ KW/ TT
CHECKED: KW

REVISION APPROVED BY				
NO.	DESCRIPTION	DATE	REV. BY	APPROVED	DATE

NOTE: THE VERTICAL DATUM REFERENCED ON THIS PLAN IS THE NORTH AMERICAN DATUM OF 1988 (NAVD88)

VOLUNTARY CONCESSIONS
WEST FALLS CHURCH ECONOMIC DEVELOPMENT
SPECIAL EXCEPTION SITE PLAN
CITY OF FALLS CHURCH, VIRGINIA

a street from, a single family home or school, shall be at least 42 inches high, so as to block headlights of vehicles parking in the garage from shining across the street, or as otherwise approved by the City Council at SESP. The Owner further agrees to work to ensure that lighting is designed based on best practices and is sensitive to visibility from neighboring buildings.

The Owner agrees to provide detail regarding the facades of any and all above grade garages in the project at SESP. To the extent the Owner determines that some amount of the currently designed above grade parking is no longer needed, the Owner can request to amend the SEE to seek permission from the City to convert it to another use.

12. Transportation Demand Management (TDM) and Parking Management Plan:

The Owner agrees to submit with each SESP application a TDM program as conceptually referenced in the Transportation Management Plan that was submitted with the SEE application. Said TDM Plan shall then be refined during the SESP process for the part of the project to be constructed, and in coordination with previously approved SESPs. The Owner agrees to obtain the City Manager's approval of the TDM program as meeting the standards of this Voluntary Concession and as likely to achieve the goals outlined in the TDM Draft included in the SEE, before SESP approval. In addition, the Owner will develop and implement a Parking Management Plan, which the Owner agrees to finalize and obtain approval for as part of SESP approval. The Owner further agrees that the Parking Management Plan will meet all City parking standards in effect at the time of SESP approval or as modified by the parking minimum and maximums outlined in the SEE application.

Access to Property for Monitoring of Parking Utilization and Monitoring of TDM and Parking Management Plans: The Owner agrees that City of Falls Church staff upon prior written notice to the Owner's designated representative will have access to the garage(s) on the Subject Property at all times to conduct parking utilization counts and to monitor compliance with the TDM and Parking Management Plans.

13. Bicycle Parking, Storage and BikeShare:

Bike Parking and Storage: The Owner agrees to provide in the SESP Class 3 visitor bike racks as shown on the SEE and Class 1 bike storage consistent with the City of Falls Church bicycle parking standards and requirements, finalized and approved as part of SESP approval.

Bike Share: The Owner agrees to grant an easement to the City for installation and operation of a bike share facility, at the Owner's own cost, at a location to be determined at SESP.

14. Public Art:

The Owner agrees to include in the SESP a requirement to include a minimum of $100,000 worth of public art on site. The Owner agrees to provide evidence of such investment having been made prior to issuance of the first residential certificate of occupancy for the Project. The Owner also agrees to work in concert with the City's various departments, including the Arts and Humanities Council, City of Arts Theater,

Culture and History (C.A.T.C.H), to accommodate special events on The Commons. The Owner also agrees to engage with the Arts and Humanities Council, Recreation and Parks, Historical Commission, and HARB on furthering the details initially laid out in the draft Placemaking and Amenity Plan related to public art, public space design, festivals, events including farmers' markets, and City history.

15. Construction Management:

The Owner agrees that each SESP shall include, by way of illustration and not limitation, the following commitment to a Construction Management Plan developed in coordination with the City and Falls Church City Public Schools:

Construction Parking and Staging Plan: Prior to issuance of any demolition and/or building permits the Owner agrees to prepare, submit, and obtain the City Manager's approval of a demolition and staging plan for the project, which shall not be unreasonably withheld. All demolition and construction of the project shall be done in conformance with the approved demolition and staging plan. Once a contractor has been selected for the project, the Owner will prepare a Construction Parking Plan and a Construction Traffic and Staging Plan to be enforced by the Owner for the entire the construction phase of the project, and to obtain the City Manager's approval of the plan as providing sufficient parking or other transportation services for working to the site, and not having an adverse impact on traffic safety, prior to the issuance of any building permit for the project. The Owner acknowledges and agrees that violations of these Plans during construction can result in a Stop Work Order and other enforcement measures by the City. Owner is permitted to use Phase Two land for temporary parking and/or landscaping, as well as for construction staging during Phase One construction. As agreed to, the schools are permitted to use half of the Phase Two Block B (office) parcel for parking during Phase One construction.

Community Liaison: The Owner agrees to designate a representative who is physically present on a regular basis on the Subject Property to serve as a liaison to the community for the period leading up to the issuance of the first Certificate of Occupancy and for two years thereafter. The Owner agrees to provide the name and telephone number of the liaison, in writing, to the City Manager prior to commencement of any work on the site. The Owner agrees to have the representative schedule meeting with the community, at an accessible location, no less frequently than quarterly. The Owner further agrees to hold such meetings, after notifying the City Manager, and the citizens at least ten days prior to the date of such meeting, and to permit citizens to speak at the meeting to air their concerns.

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 agrees to 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.

Sidewalk Accessibility: The Owner agrees to maintain safe pedestrian walkways throughout construction and thereafter, and to 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, unless City Manager (or his designee) approves a longer duration.

Pest Control: The Owner agrees to contract with a certified pest control company licensed to do such business in Virginia for a thorough extermination of any pests and/or rodents that may be present on the Property prior to the start of demolition work and/or any other land disturbing activities, and throughout construction.

Coordination: The Owner agrees to ensure that, to the extent more than one SESP is approved for construction of various parts of the Subject Property, the parties undertaking development of the parts of the Subject Property are coordinating their efforts to protect the members of the public, continue ongoing access to Metro by the public, and minimize disruption to the adjacent school and the public in general.

16. Public Safety:

The Owner agrees to work with the City Police Department to provide a shared touchdown space within the on-site property management office, or some other similar location, if desired. The Owner agrees that each SESP for work on the Subject Property shall include the following commitments to Public Safety:

Public Safety Radio: The Owner agrees to ensure that all buildings and parking garages on the Subject Property are constructed in a manner that permit public safety radio signals to be transmitted and received throughout all areas within the building and from those areas to all outdoor areas of the property that is the subject of the Special Exception. The Owner will install the necessary equipment and, with at least five days' notice to the City Manager, perform a radio transmission test upon completion of the project, but prior to issuance of the first Certificate of Occupancy, in order to establish that there exists the ability to transmit and receive public safety radio signals from the interior of the building and parking garages, including the subterranean levels. The Owner agrees to permit the City Manager or his designee to be present at the site 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 with 90 days of the test. The Owner also agrees to have the system be placed on the Emergency Generator.

Emergency Call Boxes: The Owner agrees to install emergency call boxes in locations deemed appropriate by the City Police Department.

Life Safety: To provide building safety for residents and responders during an emergency and to have the appropriate resilience to meet the demands for community safety, the Owner agrees to provide:

A. Natural gas emergency generator sized to accommodate code-required items such as fire alarm systems and emergency hall and exit lighting. All additional items not required by code will be discussed at SESP.

B. Fire command center with annunciation of elevators, generator, fire pump and HVAC systems, including a separate cooling system for the command center.

Loading: The Owner agrees to coordinate with the City and FCCPS regarding the safe operation of loading and unloading and the implications of and interaction with school hours and school buses.

Driveway/Ramp Load Capacity: Any street or road which may carry Emergency Response Equipment shall be engineered and constructed to support the weight of, and permit passage of, a 60,000-pound ladder truck as currently used by the fire department, as well as able to support repetitive loading of garbage trucks.

Pavement shall be designed in accordance with VDOT Pavement Design Guide for Subdivision and Secondary Roads in Virginia (revised 2018) and Chapter VI: Pavement Design and Evaluation from VDOT's Manual of Instruction (MOI).

17. Easements:

The Owner agrees to provide such Easements to the City, in a form and substance as approved by the City Manager, as are shown on the SEE or otherwise called for in these Voluntary Concessions.

18. Other Terms and Conditions:

FCCPS Surge Parking: The Owner plans to construct approximately 300 commercial parking spaces that shall be available evenings and weekends as shared paid parking for visitors to the School and the property for special events, shopping, and dining. The Owner shall coordinate scheduling for limited special events with FCCPS and the Recreation and Parks Department to minimize parking demand conflicts.

Dog Facilities: The Owner acknowledges the importance of providing spaces for dog relief, and will continue to consider this at SESP.

Owner Acknowledgements: The Owner acknowledges, understands and agrees that the Subject Property will be developed in accordance with the applications approved by the City Council for the Subject Property and in full compliance with all applicable laws, codes, ordinances, charters, statutes, rules, regulations, agreements, and commitments.

The Owner acknowledges and agrees that the SEE, as granted, runs with the land and is not transferable to other land.

1. Execution of the Developer's Voluntary Concessions, Community Benefits, Terms and Conditions, dated [DATE] ("voluntary concessions"), for Special Exception Entitlement for a Mixed-Use Development at the subject site, shall be a condition for the approval of the Special Exception Entitlement; and the City Manager is hereby authorized and directed to execute the voluntary concessions, as submitted, on behalf of the City; and

2. No development shall occur on the site until the Developer has obtained approval of a Special Exception Site Plan ("SESP") for the portion of the site to be developed. Such SESP shall be consistent with this SEE approval, including without limitation general locations of the buildings, the height of buildings; the location, type, and amount of individual uses on the site, the infrastructure and transportation on the site, the public facilities and utilities as it may be amended from time to time; and

3. Phasing of construction of the development of the site will be in accordance with the SEE and the voluntary concessions; and

4. Violation of any of the conditions of this Special Exception Entitlement shall be grounds for revocation of the Special Exception Entitlement approval by City Council.

Access for Commissioner of Revenue: The Owner agrees that each SESP for the Subject Property will provide for the City of Falls Church Commissioner of Revenue (CoR) and/or his designated staff upon prior written notice to an Owner designated representative to have access to the garage(s) on the Subject Property at all times for inspection of window stickers related to personal property taxes for vehicles. The CoR and staff will be provided all credentials necessary to have access to parking garage(s) by vehicle at all times. In the event the access credentials are changed or updated, the CoR will be provided notice and updated access credentials within 30 calendar days.

Terms and Conditions Incorporated in Resolution: The Owner voluntarily submits the foregoing concessions, terms, and conditions to the City Council to be incorporated by reference into the Resolution for the Special Exception, should City Council grant the applications for Special Exception with the conditions set forth in this submission.

FALLS CHURCH COMMONS JV LLC,
a Delaware limited liability company

By: PNH WFC LLC,
a District of Columbia limited liability company,
its Manager

By: LH 1-Manager LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: _____
Title: _____

And By: FCC MEMBER 1 LLC,
a Delaware limited liability company,
its Co-Manager

By: EYA FCC Investments LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: _____
Title: _____

Date: _____, 2019.

FALLS CHURCH COMMONS JV LLC,
a Delaware limited liability company

By: PNH WFC LLC,
a District of Columbia limited liability company,
its Manager

By: LH 1-Manager LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: _____
Title: _____

And By: FCC MEMBER 1 LLC,
a Delaware limited liability company,
its Co-Manager

By: EYA FCC Investments LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: Frank R. Cohen
Title: EVP

Date: July 8, 2019.

EXHIBIT A

Final preliminary plat with Parcel D highlighted

(attached)

WALTER L. PHILLIPS INCORPORATED ESTABLISHED 1945
Engineers • Surveyors • Planners
Landscape Architects • Arborists
207 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 532-6163 Fax (703) 533-1301
www.WLPINC.com

SCALE: NONE | DATE: SESP PRE-SUB01 5/15/2020, SESP SUB01 06/08/2020 | DRAWN: AH/KW/TT | CHECKED: KW

COMMONWEALTH OF VIRGINIA
KAREN L. S. WHITE
Lic. No.041850
6/08/2020
PROFESSIONAL ENGINEER

NO.	DESCRIPTION	DATE	REV. BY	APPROVED	DATE

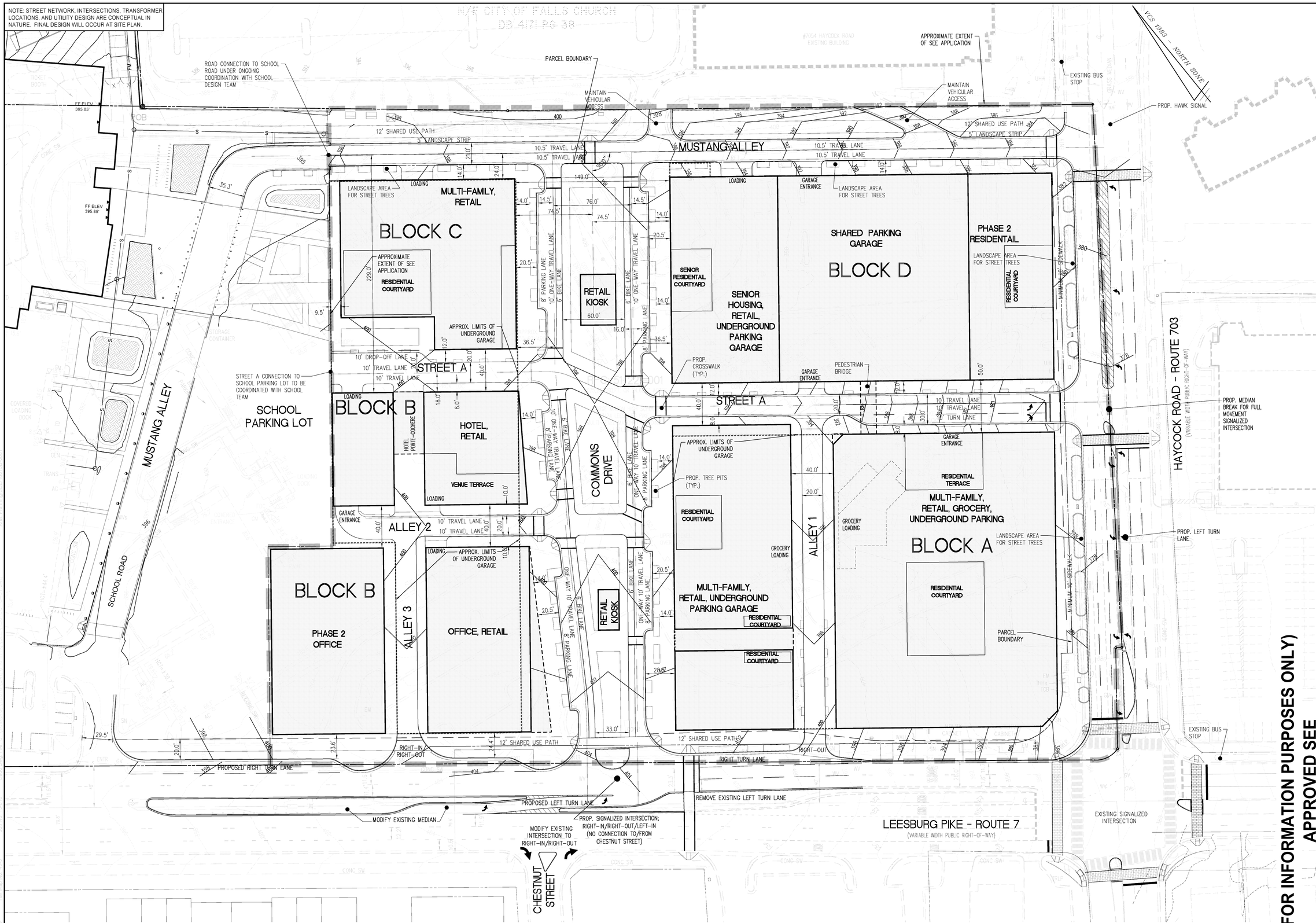
REVISION APPROVED BY

NOTE: THE VERTICAL DATUM REFERENCED ON THIS PLAN IS THE NORTH AMERICAN DATUM OF 1988 (NAVD88)

VOLUNTARY CONCESSIONS
WEST FALLS CHURCH ECONOMIC DEVELOPMENT
SPECIAL EXCEPTION SITE PLAN
CITY OF FALLS CHURCH, VIRGINIA

SHEET: C-0205

NOTE: STREET NETWORK, INTERSECTIONS, TRANSFORMER LOCATIONS, AND UTILITY DESIGN ARE CONCEPTUAL IN NATURE. FINAL DESIGN WILL OCCUR AT SITE PLAN.



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	25.00'	27.36'	62°42'16"	15.23'	26.01'	N75°29'08"W

(FOR INFORMATION PURPOSES ONLY)
APPROVED SEE

WALTER L. PHILLIPS INCORPORATED

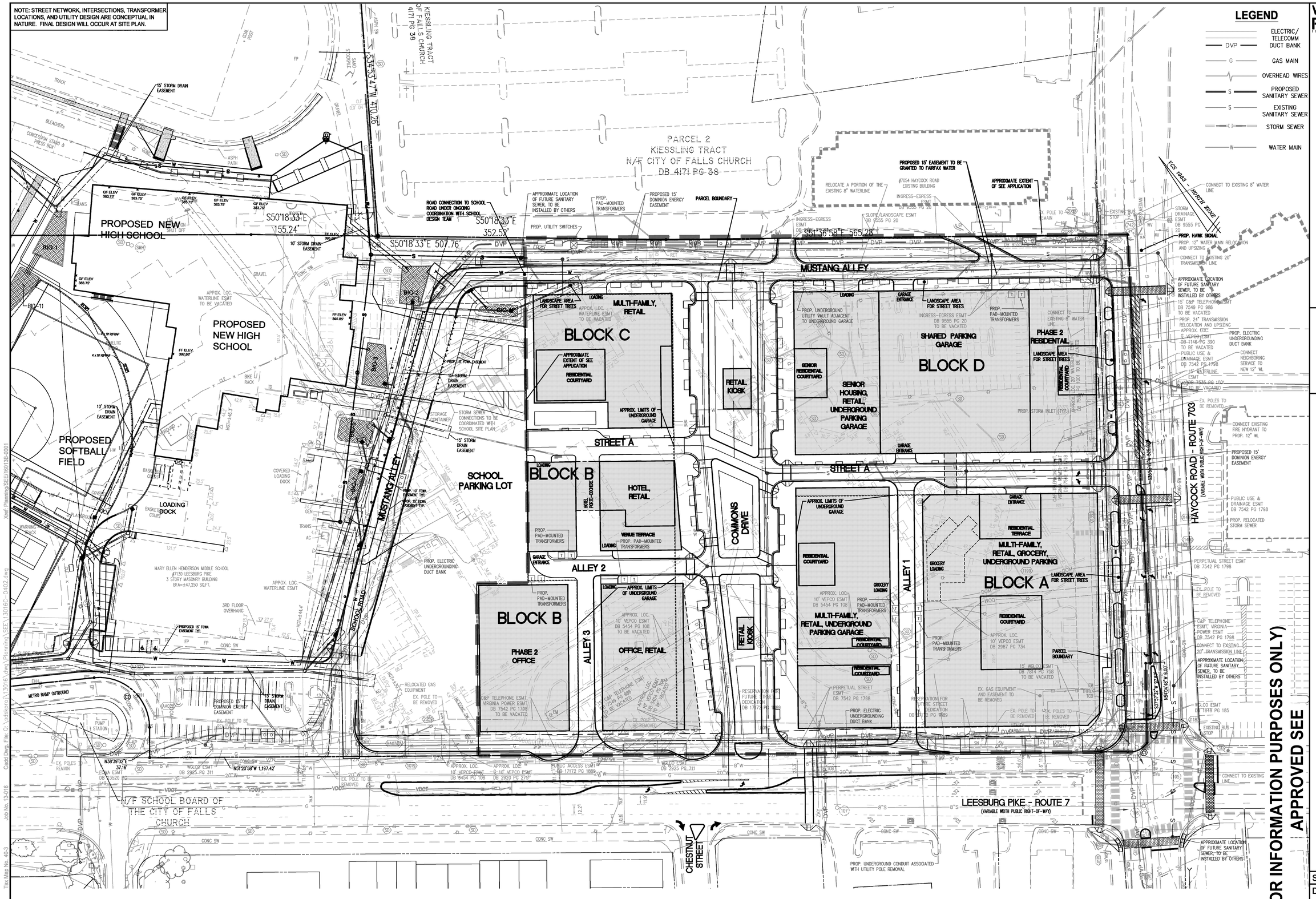
PLOT AND LOCATION PLAN
WEST FALLS CHURCH ECONOMIC DEVELOPMENT
SPECIAL EXCEPTION ENTITLEMENT PLAN
CITY OF FALLS CHURCH

SCALE: 1" = 40'

DATE: 02/04/2019
04/19/2019
06/07/2019

SHEET: C-0206

NOTE: STREET NETWORK, INTERSECTIONS, TRANSFORMER LOCATIONS, AND UTILITY DESIGN ARE CONCEPTUAL IN NATURE. FINAL DESIGN WILL OCCUR AT SITE PLAN.



LEGEND

- ELECTRIC/ TELECOMM DUCT BANK
- DVP — DUCT BANK
- G — GAS MAIN
- OVERHEAD WIRES
- S — PROPOSED SANITARY SEWER
- S — EXISTING SANITARY SEWER
- STORM SEWER
- W — WATER MAIN

50 0 25 50 100 200
(IN FEET)
1 INCH = 50'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	25.00'	27.36'	62°42'16"	15.23'	26.01'	N75°29'08"W

WALTER L. PHILLIPS INCORPORATED ESTABLISHED 1946

UTILITIES AND INFRASTRUCTURE PLAN
WEST FALLS CHURCH ECONOMIC DEVELOPMENT SPECIAL EXCEPTION ENTITLEMENT PLAN
CITY OF FALLS CHURCH

(FOR INFORMATION PURPOSES ONLY)
APPROVED SEE

SCALE: 1" = 50'
DATE: 02/04/2019
04/19/2019
06/07/2019

SHEET: C-0207

Job No. 13-416
Tax Map No. 40-3
File No. C2-8
Coord Dwg. File: C:\cdsharp\13716\dwg\Dominion\VEF\13016C-04012.dwg
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