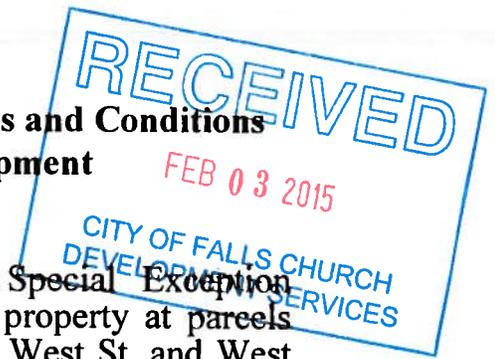


**Voluntary Concessions, Community Benefits, Terms and Conditions  
Mason Row ("Broad and West") Development  
January 30, 2015**



In association with the requested Rezoning, ~~Special Exception~~ Application to allow the mixed-use redevelopment of property at parcels located in the area generally bounded by Park Avenue, West St. and West Broad Street ( parcels 51-202-015, 51-202-014, 51-202-013, 51-202-012, 51-202-011, 51-202-010, 51-202-009, 51-202-028 Outlot, 51-202-028, 51-202-005, 51-202-004, and 52-202-003 (Mason Row or "Broad and West") and Spectrum Development LLC (herein referred to as the "Developer") voluntarily agrees to make the following concessions for the benefit of the community and the City of Falls Church (hereinafter referred to as the "City")

1. Conformance with Conceptual Development/Special Exception (CDP/SE) Plan: The Developer agrees to construct the development in substantial conformance with the CDP/SE plan, as prepared by Walter L. Phillips, Inc., as approved by the City Council at second reading. Minor modifications to the CDP/SE and these Voluntary Concessions may be permitted by the Planning Commission during site plan approval.

The development shall include the following: a hotel with a minimum of 140 rooms; a multifamily component, which can be a rental or condominium at the discretion of the Developer, of a maximum of three hundred forty five (345) dwelling units; and a retail component on the ground and underground level comprised of a minimum of 90,000 sq. ft. with such retail component containing a theater use of not less than 38,000 sq. ft. and an office component containing 6,000 sq. ft.

2. Streetscape: To promote a pedestrian environment, the Developer shall construct streetscape improvements consistent with that shown on the Concept Development Plan (CDP) to be finalized at site plan along the Property's frontage on W. Broad Street. The streetscape shall be twenty (20) feet wide along West Broad Street and not less than eighteen (18) feet wide along N. West Street as shown on the adopted CDP/SE. At the discretion of the City Manager and subject to a streetscape maintenance agreement to be approved at Site Plan, the Owner agrees to maintain the streetscape improvements in perpetuity along the frontages of the Subject Property.
3. West Broad Street and Mason Lane Commercial Space ("Mason Row"): The development is currently called 'Mason Row': it will have an internal center street that is now being referred to as "Mason Lane" The name of the development and the name of the internal center street may be changed in the sole discretion of the Developer.

There will be a 24 hour lighted vehicular and pedestrian connection on the site through the surface level from W. Broad & N. West. Also, Pedestrians will be able to access Mason Row and the development at grade level entrances on W. Broad and N. West Streets. The Mason Row development will have five main elements: (A) an open air, pedestrian oriented row of shops and restaurants, (B) a movie/dining use with the screens on lower levels, (C) an open air market square, (D) hotel, (E) offices and (F) modern residential multi-family residences. Mason Row will have a direct pedestrian and visual connection with the W&OD Trail. Retail shops and restaurants will face W. Broad St. and retail will face the development's market square and the new Mason Lane, which passes through the middle of the development; outdoor displays and dining shall be allowed in the areas shown in the Site Plan, all of the foregoing being consistent with the final approved CDP/SE for the Development.

4. Retail Merchandising Plan: At least thirty per cent (30%) of the ground level retail space shall be leased to food and beverage retailers and there shall be at least two (2) restaurants with venting to the roof supplied and to be shown on site plan and construction documents. The commercial uses allowed shall be those permitted by the B-1 or B-2 zoning district except no retail tenant shall be allowed in Mason Row unless said retail tenant is included in one of the use categories set forth in the Mason Row Retail Merchandising Plan (Retail Merchandising Plan Attached hereto as Exhibit A) without the express agreement of the City Manager, or on appeal by City Council.
5. Hotel: Mason Row will include a hotel with not less than 140 rooms. The architecture will be of the same high quality; fully street complimentary to the remainder of the development and approved in concept by the City Council and in detail by the Planning Commission based on the AAB's advice during the site plan process. The rezoning and special exception shall also become final only after the City Manager states in writing to the City Council that he has determined there exists an executed contract with a hotel developer to construct a hotel building consistent with the CDP/SE for the Development. The Manager shall notify the City Council with a copy of the notification sent to the developer, of having received the executed contract no later than ten (10) business days from the delivery of the contract to the City Manager by the Developer, in which event the rezoning and special exception approved by the City Council shall be deemed automatically final. The hotel developer will employ sustainable practices in the construction of the hotel, and will agree to achieve LEED certification or equivalent 3<sup>rd</sup>-party certification. Prior to the issuance of hotel building permits, the Applicant will post a \$20,000 bond or letter of credit for the hotel building. If the building achieves the intended LEED certification or equivalent certification, then the associated bond or letter of credit

will be released by the City. If the hotel component does not achieve the intended LEED or equivalent certification within three (3) years after the issuance of the certificate of occupancy, the City will redeem the associated bond or letter of credit for City environmental improvements at the project location and/or vicinity at the City's sole discretion.

6. Schools Capital Cost Contribution: A voluntary contribution shall be made to the City of Falls Church to offset school capital costs. The developer agrees to voluntarily contribute \$7,511 for each of the market rate rental apartments or \$3,756 for each residential condominium unit, to offset school capital costs. The contribution shall be paid at the time of the issuance of the first residential certificate of occupancy.
7. Payment for Parks: A payment of One Hundred and Fifty thousand dollars (\$150,000.00) shall be made to fund construction and/or improve Parks in the immediate vicinity of the Development and such payment to be made prior to the issuance of the first residential certificate of occupancy.
8. Contribution to The Little City C.A.T.C.H Foundation: A Twenty Five thousand dollar (\$25,000.00) contribution shall be made to The Little City C.A.T.C.H Foundation. The contribution shall be used by the Foundation to fund grants to organizations that desire to stage art, history or cultural events and activities at Mason Row.
9. Parking: The project shall provide parking in a below-grade garage to create better pedestrian circulation and site amenities and in a four level above grade parking structure plus mezzanine level (as well as some surface parking as shown on the CDP/SE). Developer agrees to ensure that the garage will be constructed in a manner that permits 800 MHz radio signals to be transmitted and received from within the garage. The Developer shall install the necessary equipment and perform a radio transmission test upon completion of the project, and prior to the first Certificate of Occupancy being issued for the ability to transmit and receive police and fire 800 MHz radio signals from the interior of the parking garages, including the subterranean parking garages. Should the test verify that the 800 MHz radio signals are transmitted and received, the requirements shall have been met. Should the test fail, the Developer shall find a solution acceptable to the City and the Developer so as to resolve the problem within ninety (90) days of this test.
10. Off-Site Infrastructure Improvements on W. Broad Street, N West Street and Park Avenue: If approved by the Northern Virginia Regional Park Authority 90 days before the time the undergrounding of utilities on the site must begin, the Developer shall include in the undergrounding work that portion of aerial utilities along that portion

of the north side of N. West Street which abuts the W & OD Trail and is directly across from the Development site. All undergrounding of utilities, including the location and installation of all transformer pad(s), shall be carried out according to the specifications of all applicable utilities. No above-ground telecommunications or electrical facilities (transformers, switches, wires, etc.) shall be located within any right-of-way. In addition the other off-site improvements shown on the CDP shall be provided.

11. Washington and Old Dominion Trail: The Developer will provide the construction and delineation of a crosswalk on N West Street that will serve to connect the subject property to the Trail as part of the off-site improvements described above in paragraph 9.
12. Transportation: The developer shall provide those transportation improvements shown in the Council approved CDP/SE so as to provide traffic calming and to direct traffic in a more safe manner at the intersections of W Broad and N West Street, N West Street and Grove Ave and at Park Ave and N. West and at the entrances to the Project along West Broad St as part of the off-site improvements described above in paragraph 9.
13. TDM: The Developer shall also implement a Transportation Demand Management (TDM) program. In addition, the Developer shall develop and implement a Parking Management Plan, to be finalized and approved as part of site plan approval.
14. LEED or Equivalent Criteria: The Developer agrees to have the rental and condominium residential portions of the project designed such that a Leadership in Energy and Environmental Design Accredited Professional or equivalent accredited professional ("LEED AP") can and will certify that such portions of the project will achieve the necessary points to obtain LEED Silver status or an equivalent certified status for the rental and condominium residential portions of the project. Prior to site plan approval, the Developer will provide the City with a LEED or equivalent checklist as prepared by a LEED AP. Following completion of construction and occupancy, and in accordance with LEED or equivalent guidelines, the Developer will prepare the necessary documentation to seek official LEED Silver certification from the U.S. Green Building Council or equivalent certification for such residential portions of the project. Prior to the issuance of building permits, the Applicant will post a \$50,000 bond or letter of credit for the residential components of the building. If the building achieves the intended LEED or equivalent certification, then the associated bond or letter of credit will be released by the City. If the residential components do not achieve the intended LEED or equivalent certification within three (3) years after the issuance of the certificate of occupancy, the City will redeem the associated bond or

letter of credit for City environmental improvements at the project location and/or at a vicinity at the City's sole discretion.

15. Affordable Dwelling Units (ADUs): The Developer agrees to provide within the rental residential component of the project, six percent (6%) of all rental units as Affordable Dwelling Units (ADUs). The unit sizes, features, and types shall be comparable to the market rate rental units. ADUs shall be dispersed throughout the rental component of the project.

i) The Developer agrees to accept Restrictive Covenants, which shall define terms and conditions of the ADUs regarding issues including, but not limited to, price control periods and renter occupancy. These Covenants shall run with the land and be an encumbrance on the ADU units. The Restrictive Covenants shall be recorded with the City's land records in Arlington County.

ii) The Developer will administer the ADU program for the City.

iii) The monthly rent for the ADUs shall be as follows:

a) One third of the units shall be made available to those households at 60% of HUD median income rents approved by the Housing Commission for a term of 20 years.

b) One third of the units shall be made available to those households at 80% of HUD median income rents approved by the Housing Commission for a term of 20 years.

c) One third of the units shall be made available to those households at 100% of HUD median income rents approved by the Housing Commission for a term of 20 years.

The ADU monthly rent shall include an additional amount as calculated by the percentage increase in HUD median income, but not less than the original ADU monthly rents listed above.

- iv) A minimum of one of the ADU units shall be accessible as defined by the Americans With Disabilities Act (ADA). As provided by federal law, all ADU and market units shall be ADA adaptable.
- 16. Excavation Monitoring: The Developer agrees to monitor for soil movement and structural damage to adjacent structures during and after excavation for the project. Structures within a distance equivalent to the depth of the excavation plus ten feet shall be surveyed for pre-development conditions and compared to post-development conditions. For such structures, the developer agrees to provide insurance coverage for damages caused by excavations or construction activities, as independently verified by a third party engineering consultant, acceptable to the City and provided by the Developers. In no way shall this provision limit the liability of the Developer or its contractors for damages caused by construction activity.
- 17. Community Liaison During Construction: Once a contractor has been selected for the project, the Developer will work with the City staff to prepare a construction management plan. The plan shall include a construction parking plan, construction traffic and staging plan and other required plans for the life of the construction phase of the project. The plan must be approved by the City Manager, or City Manager's designee, prior to commencement of any work on the site, including demolition. The Developer agrees to identify a person who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site on a consistent basis. The name and telephone number of this individual shall be provided in writing to residents, property managers and business owners whose property abuts the site, and to the Zoning Administrator, and shall be posted at the entrance of the project.
- 18. Underground Overhead Utilities: Further, this undergrounding of utilities on and off site will not create any obligation or expense for the City.
- 19. Bicycle Storage and Bike Share: The Developer shall provide secure bicycle storage facilities for at least 20 bicycles for employees, residents and commercial users of the project, such facilities to be shown on the Site Plan and maintained in good condition by the Developer. Developer agrees that should the City join a "Bike Share" program, the Developer will work with the City to place a bike stand facility within a public access easement at an appropriate location on the site.
- 20. Electric Vehicle Charging Station: A charging station for electric vehicles shall be provided.

21. Pest Control: A process of pest control/extermination for potential rodents will occur prior to the start of any demolition work or other land disturbing activities.
22. Emergency Generator: Developer agrees to provide an emergency generator capable of operating elevators and other necessary equipment for the safety of residents and users of the development.
23. Bus Shelter: Developer agrees to construct a bus shelter with appropriate signage and land pad amenities near the existing MATA bus stop in the 900 block of W Broad Street, the cost of which shall not exceed Fifteen thousand dollars (\$15,000.00). The exact location of the shelter to be determined by the City Manager during Site Plan approval. The type of bus shelter must be approved by the City prior to construction. In lieu of building the shelter, the developer will pay the City Fifteen thousand dollars (\$15,000.00) prior to the issuance of building permits for the project, as a contribution toward the City building the bus shelter at this MATA location.
24. Truck Deliveries and Large Truck Restrictions: The developer agrees to restrict truck deliveries and trash/recycling trucks to the hours of 6 AM and 9 PM weekdays; and between the hours of(8 AM and 9 PM on Saturdays, Sundays and local legal holidays. A delivery management system will be implemented to coordinate delivery traffic and timeframes to prevent cueing of secondary vehicles and to avoid the use of primary City residential streets in the vicinity.
25. Fire Engines on Ground Level: The ground level of the development shall be designed and constructed so as to allow a Fire Engine to enter and use the ground level for emergency purposes.
26. Other Terms and Conditions:
  - a) The Owner acknowledges, understands and agrees that the Subject Property shall be developed in accordance with the applications approved for the Subject Property by the City Council and in full compliance with all applicable laws, codes, ordinances, charters, statutes, rules, regulations, agreements, and commitments.
  - b) The City of Falls Church Commissioner of Revenue and/or his designated staff, upon providing written notice to the managers of the residences and commercial spaces of the project, shall have access to the garage on the Subject Property at the specified times in the provided written notice for inspection of window stickers related to personal property taxes for vehicles. The Commissioner of Revenue shall be provided all credentials necessary for him and his staff to have access to the parking garage by vehicle at all times. In the event the access

credentials are changed or updated, the Commissioner of Revenue shall be provided notice and updated access credentials within thirty (30) calendar days.

- c) The Owner shall 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 name and telephone number of the liaison shall be provided in writing by the Owner to the Zoning Administrator.
- d) The Owner agrees that these Voluntary Proffered Conditions shall apply to and be binding upon all future owners, and upon all heirs, successors and assigns 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 the Subject Property to any such person, firm, corporation, or other entity.

We hereby proffer that the development of the Subject Property shall be in strict accordance with the conditions set forth herein.

Spectrum Development LLC

By 

Name: Richard P. Buskell

Title: President and Managing Member