

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

ONE CITY CENTER

MUNIS 2021-0047

June 23, 2021

Pursuant to § 48-241 (c) of the Code of the City of Falls Church, Virginia (the “Code”) and subject to the City of Falls Church (the “City”) approving MUNIS 2021-0047 (the “Special Exception”) on the property identified on the City of Falls Church Tax Map as RPC ##52-305-027, 52-305-024, 52-309-119, 52-305-014, and 52-309-116 (collectively the “Property”), Atlantic Realty Companies, Inc. (the “Owner”), for itself, any contract purchaser, and its successors and assigns, hereby voluntarily agrees to the following conditions (“Voluntary Concessions”) for the benefit of the community, and acknowledges, understands and agrees that the Property shall only be developed in accordance with these Voluntary Concessions. In the event the Special Exception is denied, these Voluntary Concessions will be null and void and of no further force and effect.

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

LAND USE & DEVELOPMENT SCOPE

1. Conformance with Conceptual Development Plan. Development of the Property shall be in substantial conformance with: (1) the Conceptual Development Plan dated January 19, 2021 and revised through June 23, 2021, as prepared by Urban, Ltd. (the “CDP”); (2) the Special Exception Viewbook prepared by DCS Design dated February 10, 2021 and revised through June 23, 2021 (the “SE Viewbook”); and (3) the Traffic Impact Study dated January 19, 2021 and revised through June 23, 2021, as prepared by Gorove/Slade Associates, Inc..
2. Minor Deviations. The City Manager may approve minor deviations from conformance with these Voluntary Concessions, as requested by the Owner, provided the deviations do not conflict with what is specifically agreed to in these Voluntary Concessions, are consistent with the purpose and intent of the City Council’s approval of this Special Exception, and either: (i) are necessary to permit reasonable construction of the project; or (ii) as determined by the City Manager, improve the

project's overall functioning or benefit to the City. The Owner may appeal an adverse decision by the City Manager to the City Council.

3. Uses. As depicted on the CDP, the uses allowed on the Property shall be limited to a mixed-use building (the "Mixed-Use Building"), which may comprise up to a maximum of 430,946 square feet, as well as an associated structured parking garage (the "Parking Garage"), and a public park, as follows:
 - a. Multifamily Residential Uses. The Owner may provide up to a maximum of 321,034 square feet of multifamily residential uses in the Mixed-Use Building (inclusive of apartments, lobbies, and amenity spaces), which may include up to 246 residential units. A minimum of 70 percent of the units shall be comprised of studios, one-bedroom units, or one-bedroom units with a work area, and a maximum of 30 percent of the units shall consist of two-bedroom units and two-bedroom units with work areas. None of the multifamily residential units may be three-bedroom units. The residential units are intended to be rental, but can be converted to condominiums at the discretion of the Owner.
 - i. Work from Home Units. As generally depicted in the locations shown in the SE Viewbook, a minimum of 120 residential units will include dedicated home office/work areas.
 - ii. Residential Amenity Spaces. The Owner shall provide on-site recreational facilities/amenities for future residents of the Property. The specific design of these facilities/amenities will be determined at time of site plan and may include, but not be limited to, the following:
 1. Media/entertainment centers outfitted with televisions, seating areas, and stereo/sound equipment;
 2. Exterior recreational areas, which may include fitness areas, outdoor furniture, outdoor kitchen/grills, fire pits, pedestrian-scaled lighting, specialty landscaping, lawn areas, Zen gardens, and outdoor adult exercise areas;
 3. Courtyard areas, which may be located on the rooftop of the buildings, the top deck of parking garages, or in open areas, and may include pool and related bathhouse facilities, seating areas, landscaping, and hardscape areas;
 4. Collaborative interior work spaces and meeting rooms for work-at-home residents outside of individual units;

5. Dog relief areas, pet washing stations, and other pet-related facilities;
 6. Club rooms and/or entertainment centers for resident gatherings; and
 7. Fitness centers furnished with exercise equipment that may include, but not be limited to, stationary bikes, treadmills, weight training equipment with weight machines and free weights, but not necessarily staffed.
- b. Business & Professional Office Uses. The Owner shall provide a minimum of 43,482 square feet of business and professional office uses, including medical and dental office uses, in the Mixed-Use Building, inclusive of lobbies and common amenity spaces.
- i. Shared Conference Space. The Owner shall provide a minimum of 3,000 square feet within the Mixed-Use Building for the purpose of meeting rooms and conference facilities for use by commercial tenants within the Mixed-Use Building. Commercial tenants within the existing George Mason Square office complex on RPC #52-305-027 (“George Mason Square”) shall be permitted to use the conference facilities on the same terms and conditions as those provided to commercial tenants within the Mixed-Use Building. The conference facilities shall also be made available to non-profits and City boards and commissions on a first-come, first-served basis as scheduled through the onsite manager for the Property.
 - ii. Chamber of Commerce Office Space. Office space shall be reserved for the Falls Church Chamber of Commerce (the “Chamber”). Subject to obtaining a signed lease with the Chamber and to specific provisions in any lease with the Chamber, which shall control, the Owner shall build out the Chamber space at its cost and to specifications agreed to between the Chamber and the Owner. If the Chamber’s use is not established within six months after issuance of the first residential certificate of occupancy or if the Chamber ceases to operate in the space after obtaining an occupancy permit, then the Owner shall be permitted to actively market the Chamber space to other office tenants and may be utilized for any non-prohibited use, defined below in Voluntary Concession 3.e.
- c. Retail & Restaurant Uses. The Owner shall provide a minimum of 66,430 square feet space for retail business and restaurant uses in the Mixed-Use Building.

- d. Mezzanine Retail/Flex Space. A maximum of 13,300 square feet of commercial gross floor area located on the mezzanine of Mixed-Use Building may be used for retail business, restaurant, and office use.
- e. Square Footage Transfer. The Owner may redistribute up to 2,500 square feet of the ground floor area between the uses in this Voluntary Concession 3 in its sole discretion. The Owner may redistribute an amount of reserved floor area above 2,500 square feet between the uses with consent of the City Manager, which consent may be granted only upon certification by the City Manager that such change does not have a substantial negative fiscal impact upon the City, or on an appeal of the City Manager's decision to the City Council.
- f. Prohibited Uses. Excluding ground floor spaces with doors directly opening/fronting on W. Annandale Road, as well as the two closest retail spaces adjacent to the Parking Garage entrance on the Woonerf, the following uses shall be prohibited in the ground floor of the Mixed-Use Building:
 1. Hotels, motels;
 2. More than 3,500 square feet of business and professional offices, including medical and dental;
 3. Clinics;
 4. Offices for medical, dental and optical laboratories and offices for operations devoted exclusively to scientific research;
 5. More than 2,500 square feet of offices for tax preparation or insurance sales;
 6. More than 2,500 square feet of real estate offices;
 7. Inns, bed and breakfasts;
 8. Group homes permitted by § 48-486 (10) of the Code;
 9. Parking lots as a principal use;
 10. Self-service laundries;
 11. Laundry and dry cleaning establishments and depots; however, establishments which provide exclusively laundry pickup/dropoff are not prohibited;
 12. Antique shops;

13. Mortuaries;
 14. Pornographic book store, pornographic theatre or amusement facility, or any other facility selling or displaying pornographic materials or having such displays;
 15. Any drug paraphernalia establishment;
 16. Amusement arcade, as a principal or accessory use;
 17. Satellite television antenna or ground-mounted conventional television or radio antenna;
 18. Freestanding/pad site drive-thru or drive-through facility;
 19. Temporary shelters;
 20. Auction house; such prohibition, however, shall not apply to art galleries on the Property which may conduct on-premises auctions;
 21. Flea market;
 22. Blood bank;
 23. Car wash;
 24. No more than 2,500 square feet of rental car offices or sales;
 25. Gun stores or firearm dealers, or shooting ranges, or other weapons dealers;
 26. Roller Rinks;
 27. Second hand store, except consignment;
 28. Bingo hall; and
 29. Vape stores.
4. Easements. The Owner shall provide such easements to the City as depicted on the CDP, in a form and substance as approved by the City Attorney.
 5. Signage. Signage for the Property will be provided in accordance with the requirements of § 48-1237 et seq. of the Code.

6. Lighting. In an effort to minimize nighttime light pollution from the Mixed-Use Building and Parking Garage, all exterior lighting for the Property shall comply with the current applicable LEED light pollution requirements and the Outdoor Lighting standards contained in § 14-49 et seq. of the Code with respect to spillover to adjacent properties. The Owner may install bollard lighting on the Property. With the exception of building-mounted emergency lights, the Applicant must use LED lighting for all exterior lights within the new Mixed-Use Building. The lighting plan for exterior lighting on the Property will incorporate minimal up-lighting and dark sky lighting principles in accordance with the standards of the International Dark Sky Association. Nothing contained in this Voluntary Concession 6 shall preclude the up-lighting, accent lighting, or backlighting of signage, entrance features, the Digital Screen described in Voluntary Concession 10.b, and related landscaping throughout the Property as permitted by applicable regulations of the Code.

URBAN DESIGN & PLACEMAKING

7. Architectural Design. The architectural design and building materials for the Mixed-Use Building and Parking Garage shall be in substantial conformance with the character and quality of the illustrative elevations contained on Pages 26 and 27 of the SE Viewbook, but may be modified by the Owner as part of the final engineering and building design, provided that such modifications provide an equivalent quality of design and materials to those shown on the illustrative elevations, and subject to approval by the Planning Commission with recommendation by the Architectural Advisory Board.
8. Rooftop Amenity Spaces. Exterior areas located on the rooftop of the Mixed-Use Building may be used for recreational uses including, but not limited to, walking paths, outdoor seating areas, pedestrian-scaled bollard lighting and down-directed wall-mounted lighting, specialty landscape and hardscape areas, lawn areas, pools, exercise areas, and other similar uses and activities. Light poles shall be prohibited on rooftops or the top levels of the Mixed-Use Building and Parking Garage, and all rooftop uses shall adhere to all applicable City noise and lighting standards.
9. Ground Floor Retail Design Requirements. The following design standards shall be met for all ground floor retail space identified as part of the gross leasable area in the Mixed-Use Building:
 - a. Retail Ceiling Heights. The ground floor retail spaces shall be constructed with a minimum interior ceiling height in at least 75 percent of the retail space (measured “slab to slab”) of 16 feet or more.
 - b. Window Transparency. The aggregate ground floor retail or other ground floor commercial space fronting W. Broad Street, S. Maple Avenue, and S. Washington Street shall have an average of 58 percent transparency (meaning

a clear view from the outside to the interior space and activity and not obstructed by drapes or blinds, or by any other window coverings, or shelving or other furniture) for the area of any wall facing said streets that is between three feet and eight feet above the retail finished floor. This provision is not intended to prohibit merchandise displays that are viewed from the street within the transparency area or restaurants that utilize blinds or curtains to intermittently shade customers from unwelcomed sunlight. Further, this provision is not intended to prohibit restaurants from placing seating adjacent to windows.

- c. Storefront Entrances. All retail businesses that front W. Broad Street, S. Maple Avenue, and S. Washington Street shall have retail storefront entrances that provide retail customers ingress and egress to and from those streets.
 - d. Restaurant Ventilation. A minimum of 2,700 square feet of ground floor retail space shall have access to a fire-rated ventilation shaft through the roof that meets all building code requirements for restaurant use. Such access shall be provided prior to issuance of a certificate of occupancy for ground floor restaurant spaces.
 - e. Retail Space Minimum Improvements. Prior to issuance of the first certificate of occupancy for ground floor uses along W. Broad Street and in the Woonerf, the Owner shall build out the ground floor retail spaces with a minimum HVAC, electric rough-in, plumbing rough-in, storefront doors and windows, sprinkler and fire alarm rough-in, and a rear door.
10. Woonerf. As depicted on Sheet 23 of the CDP, and on Pages 9, 16, and Appendix 5 of the SE Viewbook, the Owner shall construct a shared public space for pedestrians, bicyclists, and vehicles (the “Woonerf”) between the Mixed-Use Building and the existing George Mason Square. The Woonerf shall be designed as a curbless space and include on-street parallel parking spaces, landscaping and hardscaping, public art, overhead accent lighting, bollards, stamped concrete, precast pavers, or similar materials that help slow vehicular traffic.
- a. Special Events. Provided all requisite permits are obtained from the City, and provided that reasonable vehicular access is maintained with adequate detour signage, the Owner may close the Woonerf periodically to non-emergency vehicular traffic for public gatherings, festivals, fairs, theatrical performances, special events, outdoor movie events, or similar activities. Final design features will be determined at time of site plan approval. The Owner shall work in good faith with the City’s Arts and Humanities Council (the “AHC”) and The Little City C.A.T.C.H. Foundation, Inc. to program special events in the Woonerf.

- b. Exterior Digital Screen. As depicted on Page 16, 17 and Appendix 5 of the SE Viewbook, the Owner shall install a 30-foot by 40-foot exterior LED digital screen at the southern end of the Woonerf above the entrance to the Parking Garage (the “Digital Screen”). The Digital Screen may be used to display art, landscapes, movies and theatrical presentations for “screen on the green” events, coverage of live City events and performances (e.g., Watch Night performances, Memorial Day parade, etc.), promotion of the project’s retailers and City services, and related programming. Any speakers used in conjunction with the Digital Screen shall be in accordance with the City’s noise ordinance contained at § 14-49 et seq. of the Code.
 - c. Ownership/Maintenance. The Owner shall be responsible for the maintenance of the Woonerf, and a public access easement in a form acceptable to the City Attorney will be recorded over the Woonerf concurrent with site plan approval. Such public access easement shall specifically permit City emergency vehicles and equipment to traverse the Woonerf.
11. Public Art. The Owner shall include a minimum of \$25,000.00 worth of public art installations on the Property. The Owner shall make the final selection of such artwork in its sole and absolute discretion following consultation with the AHC. Following installation of said artwork, the Owner shall be perpetually responsible for maintenance of said artwork, and shall have the authority, in its sole and absolute discretion, to remove, replace, or alter said artwork.
12. City Center Park. As depicted on Sheets 21 and 22 of the CDP, the Owner will install an approximately 10,000-square foot urban park (the “City Center Park”) in the southeastern quadrant of the intersection of S. Maple Avenue and W. Annandale Road. As depicted on Sheet 22 of the CDP, City Center Park shall include park signage consistent with City signage/branding, hardscape elements, landscaping, seating areas, interpretive signage, play areas, shade structures, and public art/sculptural elements. City Center Park shall be bonded prior to the approval of the site plan for the Mixed-Use Building and shall be open for public use prior to the approval of the occupancy permit for the 125th residential dwelling unit in the Mixed-Use Building. City Center Park shall be conveyed to the City in fee simple following construction and acceptance for maintenance by the City and receipt of LEED Gold certification for the Mixed-Use Building, whichever is later in time, and, will thereafter, form a component of the City’s public park system operated and maintained by the City’s Department of Recreation and Parks.
13. George Mason Square Improvements. The Owner shall implement the following changes to the existing George Mason Square commercial complex:
 - a. Pedestrian Plaza. As depicted on Pages 44 and 45 of the SE Viewbook, the Owner shall renovate the existing George Mason Square courtyard, with such rehabilitation work to include the removal of the existing arcade at the

intersection of W. Broad Street and S. Washington Street, and creation of a revitalized pedestrian plaza that shall include landscaping, hardscaping, overhead lighting, public art, moveable furniture/seating areas, and high-quality pavers. Final details in terms of design and materials shall be determined at time of site plan approval.

- b. Monument Sign. As depicted on Page 40, 41, and 45 of the SE Viewbook, the Owner shall install a stone monument gateway entry sign for One City Center, along with compatible landscaping and lighting.
- c. Façade Upgrades. The Owner shall upgrade the exterior façade of the first and second floors of the George Mason Square office buildings to include glazing, wood-like or wood-look accents, and stained brick. Ground-level “bump outs” for new retail or restaurant uses may be provided along S. Washington Street. Public art/murals and/or seasonal banners may be installed along the two blank brick walls in the northeast corner of the office buildings. The architectural design and building materials for said upgrades shall be in substantial conformance with the character and quality of the illustrative elevations contained on Pages 26 through 28 of the SE Viewbook, but may be modified by the Owner as part of final engineering and building design, provided that such modifications provide an equivalent quality of design and materials to those shown on the illustrative elevations, and subject to approval by the Planning Commission with recommendation by the Architectural Advisory Board.

PUBLIC SAFETY

14. Public Safety Radio. The Owner shall ensure that the Mixed-Use Building and Parking Garage are constructed in a manner that permit public safety radio signals to be transmitted and received throughout all areas within the Mixed-Use Building and Parking Garage and from those areas to all outdoor areas of the Property that is the subject of the Special Exception. The Owner will install all necessary equipment associated with a public safety radio. Prior to issuance of the first certificate of occupancy, and with at least five days’ notice to the City Manager, the Owner will perform a radio transmission test upon completion of the project to establish that there exists the ability to transmit and receive public safety radio signals from the interior of the Mixed-Use Building and Parking Garage, including the subterranean levels. The Owner shall permit the City Manager or his designee to be present on the Property during the tests and to verify the results. Should the test fail, the Owner will find and implement a solution acceptable to the City so as to resolve the problem within 90 days of the test.
15. Emergency Generator. The Owner shall provide a natural gas, or other approved power supplied, generator sized to accommodate the following loads all at one time for the Property:

- a. Fire alarm system;
 - b. Fire pump, if equipped;
 - c. Emergency hall and exit lighting;
 - d. One elevator for the multifamily residential use;
 - e. Domestic water pumps, if equipped, and sump pumps; and
 - f. Public safety radio, as provided in Voluntary Concession 14.
16. Fire Command Center. The Owner shall provide within the Mixed-Use Building a fire command center with control and annunciation of elevators, generator, fire pump, and HVAC systems, including a separate cooling system for the command center.
17. Emergency Call Boxes. The Owner shall install at least 100 emergency call boxes throughout the Property, including in the Parking Garage, in locations deemed appropriate by the City Police Department.
18. Emergency Vehicle Parking Space. The Owner shall designate, though appropriate signage and/or stenciling, one parking space within the Parking Garage for use by the City Police Department and the Falls Church Fire Marshal. The location of which will be determined at time of site plan approval.

TRANSPORTATION

19. Sidewalks & Streetscape. Pedestrian connectivity will be provided throughout the Property, generally consistent with the concepts shown on the “Pedestrian Circulation Plan” on Page 14 of the SE Viewbook and Sheet 3 of the CDP.
- a. Sidewalk Dimensions. As depicted on Sheet 3 of the CDP, the Owner shall, where applicable, upgrade existing sidewalks along the Property’s frontages in conformance with the City’s adopted Streetscape Standards adopted March 13, 2017 (the “Streetscape Standards”), including providing a 20-foot minimum setback along W. Broad Street, a 20-foot minimum setback along S. Washington Street, a 16-foot minimum setback along W. Annandale Road, and an 18-foot minimum setback along S. Maple Avenue; provided, however, in instances where outdoor dining is to be located, and obstructions such as tree pits prevent the required clear sidewalk, or in the event the City requests additional land area for public sidewalk or street purposes, modifications to the streetscape or a decrease in the required clear sidewalk to not less than six feet shall be permitted to allow a restaurant tenant a commercially reasonable amount of space for outdoor dining.

- b. Streetscape Maintenance. The Owner shall maintain the streetscape improvements (excluding maintenance of and cost of electricity for City standard streetlights and Bus Shelter pursuant to Voluntary Concession 24) 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 Mixed-Use Building. At a minimum, the Streetscape Maintenance Agreement will include the standards set forth in these Voluntary Concessions. The Applicant will be responsible for emptying any trash and recycling cans located on S. Maple Avenue and W. Annandale Road.
 - c. Fiber Optic Conduits. Where any sidewalks are proposed to be replaced, the Owner shall provide two 2" empty conduits for fiber optic cable, for use by the City, to run under the W. Broad Street, S. Maple Avenue, W. Annandale Road, and S. Washington Street sidewalks and crosswalks constructed by the Owner. The conduit and pull boxes shall be located along the Property's frontages and shall comply with the specifications provided by the City. Conduits shall also include Virginia Department of Transportation ("VDOT") standard pull junction boxes/hand-hole vaults at ends of right-of-way property boundary and every 600' maximum along the conduit path. Pull boxes located at intersection corners shall have separate pull boxes from the traffic signal boxes; however, two 2" conduits will be required to connect the two pull boxes.
 - d. Planter Bed Electrical Outlets. Where not already provided, the Owner shall install an exterior electrical outlet (a quad outlet) at each planter bed, every 100 linear feet along W. Broad Street, S. Maple Avenue, W. Annandale Road, and S. Washington Street along the building face.
20. Existing Crosswalk Upgrades. As depicted on Sheet 16 of the CDP, the Owner shall, subject to City approval and at no cost to the City, construct ADA-compliant brick paver pedestrian crosswalks in the following locations: (1) between the existing curb lines on the southern and western legs of the intersection of W. Broad Street and S. Washington Street; and (2) between the existing curb lines on the southern leg of the intersection of W. Broad Street and S. Maple Avenue.
21. Midblock Crossing. The Owner shall install a pedestrian midblock crosswalk along the Property's W. Broad Street frontage in the location generally depicted as "MIDBLOCK CROSSING" on Sheet 16 of the CDP (the "Midblock Crossing"). The Midblock Crossing shall include pedestrian crosswalks, crosswalk striping, ADA-accessible curb ramps, and a High-Intensity Activated Crosswalk beacon. Installation of the Midblock Crossing is specifically contingent upon the Owner obtaining all requisite approvals from the City and VDOT, as applicable. If, despite its good-faith

efforts to obtain said approvals, the Owner is unable to secure approval for the Midblock Crossing, the Owner shall have no further obligation under this Voluntary Concession 21.

22. South Washington Street Traffic Signal. The Owner shall install a traffic signal along the Property's S. Washington Street frontage in the location generally depicted as "TRAFFIC SIGNAL" on Sheet 3 of the CDP (the "Traffic Signal"). The Traffic Signal shall include pedestrian crosswalks, crosswalk striping, ADA-accessible curb ramps, and modifications to the existing S. Washington Street median. Installation of the Traffic Signal is specifically contingent upon the Owner obtaining all requisite approvals from the City and VDOT, as applicable. If, despite its good-faith efforts to obtain said approvals, the Owner is unable to secure approval for the Midblock Crossing, the Owner shall have no further obligation under this Voluntary Concession 22.
23. Bicycle Infrastructure.
 - a. Bicycle Racks. The Owner shall provide at least 27 short-term bicycle parking spaces, in the form of inverted-U or similar style bicycle racks, with a minimum capacity of two parking spaces per rack, along the S. Maple Avenue, W. Broad Street, and S. Washington Street frontages of the Property in accordance with the Streetscape Standards. The number of bicycle parking spaces provided will be in accordance with the Code requirements. Notwithstanding what is depicted on the CDP, the final number and location of bicycle parking spaces may be adjusted at time of site plan.
 - b. Bicycle Storage Facilities. The Owner shall provide 130 long-term bicycle storage facilities for commercial and residential tenant use consistent with those shown on the CDP for the residential uses of the project.
24. Bus Stop Shelter. The Owner shall construct a bus stop along W. Broad Street, including a shelter with appropriate signage in the location generally shown on Sheet 3, 16, and 20 of the CDP, with the final location to be determined in coordination with the City Manager as being consistent with the City's Bus Stop & Shelter Plan during site plan approval. The bus stop specification and design shall be determined at time of site plan approval, and will be in conformance with the City's adopted Bus Stop and Bus Shelter Plan, adopted October 28, 2013. The shelter shall include conduit and electrical service to allow for installation of a real time bus information sign. In lieu of building the shelters, and at the discretion of City, the Owner may pay the City \$40,000.00 per bus shelter prior to the issuance of building permits for the project, as its contribution toward a bus shelter elsewhere in the City.
25. Bikeshare Station. As depicted on Sheet 15, 16, and 20 of the CDP as "BIKESHARE STATION," the Owner will install a bikeshare station with capacity up to 11 bicycle

docks (the “Bikeshare Station”) prior to issuance of the issuance of the 125th residential occupancy permit for the Mixed-Use Building. Following installation of the Bikeshare Station, the Owner will have no further obligation to fund or maintain the Bikeshare Station, or provide future bikeshare stations or relocation of the same. In the event, prior to site plan approval, Capital Bikeshare determines a new station is not desired on the Property, the Owner shall have no further obligation under this Voluntary Concession.

26. Parking. Upon buildout of the Property as contemplated by this application, parking will be provided as tabulated on Sheet 4 of the CDP or as otherwise approved pursuant to a shared parking agreement or parking reduction. A Reduction Parking Study dated June 4, 2021 is included with this Special Exception and attached to these Voluntary Concessions. A final parking plan consistent with the Parking Plan will be submitted to the City Manager for written approval prior to site plan approval.
 - a. Interim Parking Plan. The Owner has submitted a draft Interim Parking Plan as part of this Special Exception application. Prior to building permit approval, the Owner will submit, for the City’s review, a final Interim Parking Agreement that is consistent with the goals in the draft Interim Parking Plan. Any substantial changes to the draft Interim Parking Plan shall require the written approval of the City Manager and must meet the intent of mitigating impacts to existing tenants in the existing George Mason Square complex and the 150 S. Washington Street office building caused by construction and the removal of the existing parking garage and public parking during construction of the Mixed-Use Building and Parking Garage.
 - b. Public Parking. The Owner will provide a minimum of 30 permanent free public parking spaces in the new Parking Garage, which will be available to the public 24-hours per day and will be unimpeded by parking controls, pursuant to the “First Amendment to Parking Agreement,” previously executed between the Owner and the City on November 27, 2018 and all conditions contained therein. Public parking signage noting the hours of availability will be provided on the exterior of the building and within the parking garage in conformance with the Parking Plan and the final parking plan provided above. This parking commitment shall be reflected in an amendment to the “First Amendment to Parking Agreement,” previously executed between the Owner and the City on November 27, 2018. Such amendment shall be in a form approved by the City Attorney’s office and executed by the City Manager.
27. Transportation Demand Management (“TDM”) and Parking Management Plan (“PMP”). The Owner shall develop and implement a TDM program as referenced in the TDM prepared by Gorove/Slade Associates, Inc., dated June 4, 2021, and submitted with this application. The Owner shall obtain the City Manager’s approval of the TDM program as meeting the standards of this Voluntary Concession 24 and as

likely to achieve the goals listed below, before site plan approval. The Owner shall implement the TDM program and PMP together in a way that achieves the goal of reducing the number of PM peak hour vehicle trips for multifamily and office by 25 percent from ITE Trip Generation Model predictions. The TDM program will include a list of infrastructure and incentives to be provided, as well as monitoring programs and additional techniques to be administered in the event performance goals are not achieved. In addition, the TDM program will categorize infrastructure, techniques and incentives (hereafter collectively referred to as “elements”) as falling into one or more of four categories: (1) Site Design, Infrastructure, and Options; (2) Promotion, Education, and Incentives; (3) Monitoring and Enforcement; and/or (4) Adaptive Management. The Owner shall work with the City Manager to reach agreement as to how the elements will be used at any given time. The TDM program will conform to these documents and the CDP and will be finalized and approved as part of the site plan process.

- a. Garage Access. The Owner shall provide City staff, upon prior written notice to the Owner’s designated representative, with access to the garage on the Property at all times to conduct parking utilization counts and to monitor compliance with the TDM and Parking Management Plans.
28. S. Maple Street/W. Annandale Road Intersection Improvements. The City is pursuing a traffic signal and intersection renewal project at S. Maple Avenue and W. Annandale Road. As part of this project, the City is reviewing a traffic signal and a traffic circle/roundabout (each the “Intersection Improvement”), the preliminary designs for which are depicted on the CDP. In recognition of this project, and in coordination with the City, the Owner shall pursue the following:
- a. Written Notice to Proceed. Within 60 calendar days following the approval of the Special Exception, the Owners shall make a written request to the City for direction on whether to proceed with the design and construction of the Intersection Improvement. If, within 60 calendar days of receipt of said written request, the City provides written response to the Owner directing the Owner to proceed with construction of the Intersection Improvement (the “Notice to Proceed”), the Owner shall design and construct the Intersection Improvement. Said Intersection Improvements shall be bonded prior to approval of the first site plan for the Mixed-Use Building and installed, operational, and available for use, prior to the issuance of the 206th occupancy permit for the Mixed-Use Building.
 - b. Approvals/Reimbursement. The Owner’s obligation to construct the Intersection Improvements is contingent upon receipt of all necessary approvals, prior to site plan approval, from the City and VDOT to construct the traffic circle, as well as executing a reimbursement agreement with the City (the “Reimbursement Agreement”), prior to site plan approval for the Mixed-Use Building, wherein the City shall reimburse the Owner for the cost

designing and constructing the Intersection Improvement, provided adequate documentation is provided by the Owner, which shall include any actual, verifiable costs, supported by paid receipts, invoices, or other adequate documentation for the cost of the Intersection Improvement construction as well as project management fees directly related to the management of the Intersection Improvement, which shall not exceed 10 percent of total costs.

- c. Approvals/Reimbursement Not Provided. In the event: (1) the Notice to Proceed is not timely provided to the Owner; or (2) the necessary City and VDOT approvals are not provided; or (3) the Reimbursement Agreement is not executed, the Owner shall have no obligation to construct the Intersection Improvement and shall have no further obligation under this Voluntary Concession 28.
29. Loading Area Management. The Owner shall appoint, and continuously employ, an employee who will, as a component of his/her responsibilities, serve as a dockmaster (the "Dockmaster") to oversee the management of loading operations in the loading area. It shall be the Dockmaster's responsibility to: (a) minimize loading conflicts with pedestrian movements; (b) ensure scheduled deliveries avoid peak traffic times; (c) ensure any loading door(s) remain closed except for the movement of trucks in and out of the Service Area; and (d) keep the loading service area clean and well-maintained at all times.

ENVIRONMENTAL

30. Green Building Criteria. The Owner shall design the Mixed-Use Building such that a Leadership in Energy and Environmental Design ("LEED") Accredited Professional (a "LEED AP") can and will certify that the project is likely to yield at least the points necessary to achieve status of LEED Gold under LEED v4. Prior to site plan approval, the Owner will provide the City with a LEED checklist as prepared by a LEED AP. Following completion of construction and occupancy of the Mixed-Use Building, and in accordance with LEED guidelines, the Owner will prepare the necessary documentation to seek official LEED certification from the U.S. Green Building Council. Prior to the issuance of first certificate of occupancy for a residential certificate of occupancy, the Owner will post a \$50,000.00 bond or letter of credit for the project which includes terms approved in advance by the City Manager to assure the City that the Owner will satisfy its obligations to achieve LEED Gold certification under this Voluntary Concession 30. If the project achieves the intended LEED certification within three years after issuance of a certificate of occupancy for the last residential unit, then the associated bond or letter of credit will be released by the City. If the project does not achieve the intended LEED certification within three years after the issuance of the last residential certificate of occupancy but falls within five points of attainment intended LEED certification, 50 percent of the bond or letter of credit will be released to the Owner; the City will redeem the other 50 percent of the associated bond or letter of credit for City environmental improvements at the project

location and/or vicinity with the scope at the City's sole discretion. If the project does not achieve the intended LEED certification within three years after the issuance of the last residential certificate of occupancy but was more than five points from attaining the intended LEED certification, the City will redeem the associated bond or letter of credit for City environmental improvements at the project location and/or vicinity with the scope at the City's sole discretion.

31. Environmental Efficiency & Sustainability Commitments. In addition to any LEED Gold commitments noted in Voluntary Concession 30, the Mixed-Use Building shall promote energy efficiency and sustainability through the utilization of the techniques outlined in Attachment A to these Voluntary Concessions.
32. Future Solar Panels. The Owner shall aggregate rooftop mechanical systems to the greatest extent possible, and where possible, take into consideration the possibility that in the future an opportunity may arise for installation of rooftop solar panels to capture solar energy to be sold to the grid. In such future event, the Owner agrees to a good faith evaluation of the feasibility of allowing the installation of solar panels for providing solar energy to the grid. Nothing in this Voluntary Concession 32 shall preclude the Owner from the future installation of solar panels to provide solar energy to be consumed exclusively by the project.
33. Electric Vehicle Charging Stations. The Owner shall provide a minimum of two percent of the total number of parking spaces in the Parking Garage as charging stations for electric vehicles, and shall provide conduit for the future installation of charging stations to an additional two percent of the total number of parking spaces in the Parking Garage. The final number and locations of the charging stations will be determined at time of site plan. Nothing contained in this Voluntary Concession 33 shall preclude the Owner from providing a higher percentage of charging stations if desired.
34. Stormwater Management. Prior to approval of the site plan for the Property, the Owner shall demonstrate that development on the Property meets the water quantity and quality requirements, as well as the channel protection and flood protection requirements, pursuant to the latest edition of the Virginia Stormwater Management Handbook, or other such applicable state regulations, as may be currently in effect on the date of submission of the said site plan to the Department of Public Works. The Owner will manage stormwater in a way that integrates green infrastructure, low-impact and sustainable landscape designs, and tree canopy coverage. The Owner will meet the following water quantity and quality criteria:
 - a. All water quality requirements will be met on the Property in accordance with the Virginia Runoff Reduction Method for Redevelopment; no offsite credits will be purchased.

- b. The Owner will provide Best Management Practices (“BMP”) facilities, and/or Low Impact Development (“LID”) facilities which may include, but will not be limited to bioretention/bioretention planters and manufactured filtering devices to meet the water quality requirements for the redevelopment of the site.
35. Stormwater Utility Fund Contribution. Prior to issuance of the first residential certificate of occupancy, the Owner agrees to contribute \$20,000.00 to the City’s Stormwater Utility Fund for the sole purpose of future planting of trees and other vegetation in the Tripps Run and Four Mile Run watershed, such as rain gardens or streetscape plantings, as approved by the City Arborist.
36. Sanitary Sewer Capacity. Prior to site plan approval, the Owner shall conduct a sewer capacity analysis by a qualified engineer at lateral tie-in points to determine if capacity enhancements are needed to serve the Mixed-Use Building and Parking Garage. If sufficient capacity does not exist, the Owner shall, at its sole cost, upgrade the section of sewer main so that the sewer has sufficient capacity for the development. The Owner shall design and construct the system improvements needed for this project.
37. Landscape Plan. The Owner shall implement the landscape plan (the “Landscape Plan”) shown on Sheets 15 through 24 of the CDP. The Landscape Plan is conceptual in nature and the tree species, sizes, and planting locations may be modified by the Owner as part of final engineering and building design, provided such modifications:
 - (a) provide a similar quality and quantity of landscaping as that shown on the Landscape Plan, and (b) otherwise are in conformance with the CDP.
 - a. Native Species. Vegetation installed for the project will consist of native species or hardy drought tolerant, regionally-appropriate, adaptive plants, with a majority being from the City’s list of recommended plants. Final sizes and species will be determined at site plan approval. Invasive species, as defined by the PFM, will not be used within the streetscape and landscaped open space areas.
 - b. Landscaping Sizes. Plant materials shall be at least the following sizes at installation:
 - i. Evergreen Trees: Eight to 10 feet in height at planting;
 - ii. Canopy/Shade Trees: Minimum 3.5-inch caliper; 16 feet in height at time of planting on W. Broad Street and minimum 2.5 inch caliper otherwise); and
 - iii. Shrubs: Minimum spread of 24 inches at time of planting.

- c. Installation Timing. The timing of installation of vegetation shall be determined as part of site plan approval. The City Arborist may allow modification to the timing of installation based on the planting season, availability of plant materials, or weather, which may not permit installation of plant materials and/or street trees by the required timing.
- d. Exterior Water Bibs. Where not already provided, the Owner shall install an exterior water bib every 100 linear feet along W. Broad Street, S. Maple Avenue, W. Annandale Road, and S. Washington Street along the building face.
- e. Planting Bed Irrigation. Irrigation plans for the streetscape planters, including meters, pipes, wires, heads, valves, and backflow preventers, as well as any related equipment, will be designed in accordance with City standards. The final design associated with such plans will be determined at time of site plan approval.

AFFORDABLE HOUSING

38. Affordable Housing Contribution. The Owner shall provide affordable housing on the following terms:
- a. Provision of Affordable Dwelling Units.
 - i. Units. The Owner will provide affordable dwelling units (“ADUs”) in the project equal to six percent of the total number of dwelling units (rounded up to the nearest whole number) actually constructed. The proportion of ADUs will follow the same proportionate mix for the market rate units in the project. The ADUs shall be offered for rents that are affordable to households whose income is no more than 60 percent of the U.S. Department of Housing and Urban Development (“HUD”) Washington Primary Metropolitan Statistical Area (“PMSA”) area median household income (“AMI”).
 - ii. Cash-in-Lieu Payment. Prior to site plan approval and as an alternative to the baseline in Voluntary Concession 38.a.i, the City may elect to receive a cash contribution to the City’s housing trust fund in lieu of providing some or all of the ADUs described in this Voluntary Concession. Use of this alternative option is expressly conditioned upon agreement by the City and the Owner during the site plan approval process on the amount of the cash contribution. If the City and the Owner cannot mutually agree upon a contribution amount, then the Owner will provide ADUs in conformance with the provisions in Voluntary Concession 38.a.i. Any payment made under this Voluntary

Concession 38.a.ii shall be made prior to issuance of the first residential certificate of occupancy.

- b. Conditions Applicable to ADUs. The following conditions are applicable to any ADUs provided pursuant to this Voluntary Concession. They shall not apply if a cash-in-lieu payment is provided.
- i. ADUs, including the rent maximums below and unit mixes, will be in effect for the life of the project.
 - ii. The ADU sizes will be in keeping with the typical unit size in the project for each similar unit type. The ADUs will be dispersed throughout the project. If the Owner provides parking for market-rate units, the Owner shall provide at least one parking space for each comparable ADU unit. If a parking fee is imposed, the same parking fee shall apply to comparable ADU units. The Owner shall have the right to require the payment of security deposits and other deposits or fees for ADU units that are also charged to market-rate units with the exception of amenities fees. Tenants of the ADUs shall have access to the same amenities as market rate tenants.
 - iii. The Owner will record Restrictive Covenants (the “Covenants”) among the land records of the Clerk of the Circuit Court of Arlington County, which shall define terms and conditions of the ADUs as such terms and conditions are agreed to in these Voluntary Concessions regarding issues including, but not limited to, price control periods and owner/renter occupancy and the matters agreed to in these Voluntary Concessions. These Covenants shall run with the land and be an encumbrance on the ADUs. The Covenants shall be recorded with the City’s land records in Arlington County, after certification by the City Manager of their conformance with these Voluntary Concessions, and evidence of such recordation will be provided to the Zoning Administrator before a certificate of occupancy is issued for any dwelling unit in the project.
 - iv. The Owner will rent the ADUs directly or through its designated agent to qualified tenants, as determined by the City. The City will regulate and establish ADU qualification priorities.
 - v. The monthly rent for the ADUs will be set by the Housing Commission with reference to HUD PMSA AMI. ADU monthly rent shall include an additional amount as calculated by the percentage increase in AMI, but not less than the original ADU monthly rents listed above.

- vi. If any ADU rental units are marketed for sale as individually and separately owned condominiums within 20 years after the first residential certificate of occupancy is issued, then such ADU units will become home ownership units subjected to the conditions in Voluntary Concession 38.b.vii-ix below. The Owner will notify the City in writing a minimum of 120 days prior to the sale of the first ADU condominium unit. All ADUs that the Owner desires to sell will be made available for sale within six months after the above 120-day notice period ends. Tenants of individual ADU units will be given the right to purchase their individual unit at prices established under Voluntary Concession 38.b.ix. ADU tenants opting not to purchase will receive relocation benefits from the Owner as outlined in the City's Voluntary Relocation policy.
- vii. If sold as a condominium, the Owner shall use commercially reasonable efforts to reduce and minimize condominium fees for such ADUs as allowed by the Virginia Condominium Act and applicable law. Upon written notification by the Owner (as outlined by the City) that an ADU is available for sale, the City or its designee will have the right of first offering to purchase the for-sale ADU for a 60-day purchase offer period following delivery of such written notification to the City Manager. In the event the City does not exercise such right to purchase the ADU or ultimately to close on the sale of the ADU, the ADU shall be offered for sale exclusively to City qualified and designated non-profit organizations for a period of 30 days.
- viii. In the event that the ADU is not sold as outlined above, the Owner will be entitled to sell the ADU without further restrictions at market rate. Net sale proceeds received by the Owner in excess of the ADU price will be divided equally between the City and the Owner. The ADU sales price will be set by the Housing Commission with reference to the HUD PMSA AMI at a sales price that is affordable to households whose income is no more than 65 percent of HUD PMSA AMI.
- ix. The ADU sales price will include an additional amount as calculated by the percentage increase in HUD median income at the time building permits are issued, but not less than the original sales prices listed above. The limitations on sale of ADUs will apply for a period of twenty years following the initial sale and with resale within that first twenty years of each subsequent ADU owner's date of purchase.
- x. ADU tenants/owners will have the same duties, rights and privileges as all other tenants/owners in the project, except as such ADU duties, rights and privileges are expressly altered by these Voluntary Concessions.

- xi. 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.
- xii. The Owner will comply with all applicable federal, state, and local fair housing laws.

CONSTRUCTION MANAGEMENT

- 39. Development Phasing. The Owner shall construct the Mixed-Use Building and Parking Garage in a manner that reflects the intent of that depicted within the Phasing Plan provided on Pages 47 through 50 of the SE Viewbook, and as further described in these Proffers.
- 40. Demolition & Staging Plan. Prior to issuance of any demolition and/or building permits, the Owner shall prepare, submit, and obtain the City Manager's approval of a demolition and staging plan for the project. All demolition and construction of the project shall be done in conformance with the approved demolition and staging plan.
- 41. Construction Traffic & Parking Plan. Once a contractor has been selected for the project, the Owner will prepare a Construction Traffic and Parking Plan to be enforced by the Owner for the entire construction phase of the project. The Construction Traffic and Parking Plan will include construction access locations and construction traffic routes, and will provide for sufficient parking or other transportation services for transporting workers to the site without having an adverse impact upon traffic safety. The Construction Traffic and Parking Plan shall be approved by the City Manager prior to the issuance of any building permit for the project. The Owner acknowledges and agrees that violations of these Plans during construction may result in a Stop Work Order and other enforcement measures by the City.
- 42. Community Liaison during Construction. The Owner shall identify a person who will serve as liaison to the community and tenants leasing space in George Mason Square, 150 S. Washington Street, and other properties abutting, adjacent to, or across the road from the Property throughout the duration of construction. This individual shall be on the construction site throughout the hours of construction, including weekends. The name and telephone number of this individual shall be provided in writing to property managers, tenants, and business owners whose property is abutting, adjacent to, or across the road from the Property, and to the Zoning Administrator, and shall be posted at the construction entrance to the project.
- 43. Excavation Monitoring. The Owner shall continuously monitor for soil movement and structural damage to adjacent structures during and after excavation for the

project. Structures within a distance equivalent to or less than the depth of the excavation plus 10 feet, will be surveyed by the Owner for pre-development conditions and compared to post-development conditions. For such structures, the Owner shall provide insurance coverage for damage caused by excavations or construction activities, as independently verified by a third party engineering consultant provided by the Owner. In no way will this provision limit the liability of the Owner or its contractors for damages caused by construction activity.

44. Sidewalk Accessibility. The Owner shall maintain safe pedestrian walkways and interim access ways throughout construction and thereafter, and ensure that such walkways are, at all times, separated from street traffic. Sidewalks shall not be completely closed on either side of the street, unless the City Manager or his designee approves such closing, after finding that the Owner: (1) cannot reasonably provide such a pedestrian walkway; (2) will provide clear signs and access to the sidewalk on the other side of the street; and (3) will manage the closure so that the pedestrian walkway is not closed for more than 15 consecutive days.
45. Pest Containment Plan. The Owner shall contract with a certified pest control company licensed to do such business in the Commonwealth of Virginia for a thorough extermination of any pests and/or rodents that may be present on the Property and provide a containment plan (the "Pest Containment Plan") prior to the start of demolition work and/or any other land disturbing activities, and throughout construction. The Pest Containment Plan is subject to review and approval by the City's Building Official prior to issuance of a demolition permit.
46. Pavement Integrity During Construction. The Owner shall monitor, by visual observation, the integrity of the roadway surfaces adjacent to the Property, including W. Broad Street, S. Washington Street, S. Maple Avenue, and W. Annandale Road, during construction of the project. The Owner shall repair those portions of any adjacent streets that are agreed upon by the Owner and the City's Director of Public Works as having been damaged by construction traffic associated with the project and that materially impact the safe use of the roadway from a rideability standpoint. This periodic repair during construction, if necessary, shall be in addition to any paving or patch work required upon completion of the project. The required repair shall be only that directly caused by construction traffic on the Property and shall not include damage caused by any other source including, but not limited to, that caused by others not associated with the project, utility company improvements, and other not in the direct control of the Owner or Owner's representatives. Furthermore, the Owner shall conduct a pre-construction site visit with the Director of Public Works in order to document the existing road conditions prior to the start of construction.

CAPITAL FACILITIES CONTRIBUTIONS

47. Schools Capital Cost Contribution. The Owner shall make a voluntary contribution to the City of Falls Church to offset school capital costs. The Owner shall voluntarily contribute \$7,511.00 for each of the market rate rental apartments to offset school capital costs. The total contribution shall be paid at the time of the issuance of the first residential certificate of occupancy.
48. Library & Parks and Recreation Contribution. In return for various benefits to the Owner granted through the special exception process and to ameliorate the reduction of open space in the City and increase in residents resulting from the Special Exception approvals, the Owner shall increase the sustainability of its project by contributing to the City's libraries and park facilities. The Owner shall provide a contribution to the City of \$500.00 per residential unit (excluding ADUs) in support of community improvements and future planned upgrades to City library and park facilities. The total contribution will be paid prior to issuance of the first residential certificate of occupancy.

MISCELLANEOUS

49. Compliance With Regulations. The Owner acknowledges that if granted, the Special Exception shall be contingent upon the conditions noted above, and shall not relieve the Owner from compliance with the provisions of all applicable ordinances, regulations, or adopted standards.
50. Existing Improvements. As depicted on Sheet 2 of the CDP, the Property is currently developed with commercial buildings, an existing parking garage, and associated surface parking lots (the "Existing Improvements"). Prior to site plan approval in conformance with these Voluntary Concessions and the CDP, or upon expiration of the Special Exception, the Owner may continue to use the Existing Improvements for all permitted uses in the B-2 zoning district without triggering the commitments of these Voluntary Concessions. The Existing Improvements and permitted uses shall be deemed conforming. The Owner shall maintain and repair the Existing Improvements in a commercially reasonable manner, and may upgrade the existing improvements, but shall be prohibited from expanding the Existing Improvements. Additionally, if prior to site plan approval in conformance with these Voluntary Concessions and the CDP or expiration of the Special Exceptions, any or all of the Existing Improvements are destroyed or damaged by any casualty that is not intentionally caused by the Owner, the Existing Improvements may, in the Owner's sole discretion, be reconstructed as it currently exists or may be developed in accordance with the CDP and Voluntary Concessions.
51. Fire Marshal Coordination. The Owner has coordinated with the City's Fire Marshal regarding the site design and layout of the Property shown on the CDP and in the SE Viewbook. Notwithstanding such coordination, if it is determined during site plan review that elements of the CDP and SE Viewbook including, but not limited to, streetscape and building, tree plantings, open space, courtyards, and tree buffers

require adjustment to allow for required emergency vehicle access or are necessary to respond to subsequent comments from the Fire Marshal, the Owner may be permitted to relocate, replace, or modify such conflicting elements without the need for an amendment to this application, provided any such modifications are found to be a minor deviation in accordance with Voluntary Concession 2 and with concurrence of the Zoning Administrator.

52. Non-Transferability. The Owner acknowledges that the Application, as granted, runs with the land and is not transferable to other land.
53. Period of Validity. The Owner acknowledges that this Special Exception will automatically expire, without notice, 36 months after the date of approval unless the use has been established, or an above-grade building permit has been issued, and construction has commenced and been diligently pursued, in accordance with § 48-90 (d) (6) of the Code.
54. Successors and Assigns. These Voluntary Concessions will bind and inure to the benefit of the Owner and its successors and assigns. Each reference to “Owner” in these Voluntary Concessions shall include within its meaning, and shall be binding upon, the Owner’s successor(s) in interest and/or developer(s) of the Property or any portion of the Property. Should the Owner sell its interest in the Property or a portion thereof, rights, approvals, or convey a controlling interest to its respective corporations or similar legal entity, any purchaser of such interests, rights, approvals, or controlling interest shall be bound by the terms and conditions contained herein.
55. Disclosure. The Owner shall provide a copy of these Voluntary Concessions to any future owner, heir, successor, and assign prior to transferring any interest in any part of the Property to such person, firm, corporation, or other entity.
56. Access for Commissioner of Revenue. The Owner shall provide the City’s Commissioner of Revenue and/or his/her designated staff access to the residential portions of Parking Garage for inspection of window stickers related to personal property taxes for vehicles. In the event the access methods are changed or updated, the Commission of Revenue shall be provided notice within 30 calendar days.
57. Timing of Commitments. Notwithstanding the foregoing, if the Owner demonstrates that despite diligent efforts or due to factors beyond the Owner’s control, commitments specified in these Voluntary Concessions have been delayed beyond the timeframes specified, the City Manager may approve, in writing, a later date for completion of the overdue commitments.
58. Terms & Conditions Incorporated in Resolution. The Owner voluntarily submits the foregoing concessions, terms, and conditions to the City Council to be incorporated by reference within the Resolution for the Special Exceptions, should City Council grant the applications for Special Exception.

TITLE OWNER OF RPC ##52-305-014

150 SOUTH WASHINGTON STREET, L.L.C.

By: _____
Name: _____
Title: _____

TITLE OWNER OF RPC #52-305-027

GEORGE MASON SQUARE, L.L.C.

By: _____
Name: _____
Title: _____

TITLE OWNER OF RPC #52-305-027

FALLS CHURCH PROJECT #2, L.L.C.

By: _____
Name: _____
Title: _____

TITLE OWNER OF RPC ##52-309-116 & -119

FALLS CHURCH PROJECT, L.L.C.

By: _____
Name: _____
Title: _____

[SIGNATURES END]

Attachment A

Environmental Efficiency & Sustainability Commitments

Environmental Efficiency & Sustainability Commitments

June 23, 2021

As part of, or in addition to, LEED Gold Certification for the Mixed-Use Building, the Owner shall promote energy efficiency and sustainability through the utilization of the techniques outlined below:

- Installation of Stormwater Management measures, such as bioretention planters, vegetated roofing, and stormwater filtration.
- Reduce heat islands on non-roof surfaces through the incorporation of underground parking, trees and shading, hardscape materials with a Solar Reflectivity Index of 29 or greater;
- Install vegetative roofing and/or a roofing membrane with a Solar Reflectance Index (SRI) appropriate to the slope of the roof (i.e. for a low-sloped roof ($\leq 2:12$) equal to or greater than 78 for a minimum of 75% of the total roof area, and for a high-sloped roof ($> 2:12$) equal to or greater than 29).
- Encourage alternative transportation through the implementation of a Transportation Demand Management program, and provide access to public transportation, construction of bicycle facilities, and provision of carshare opportunities.
- Installation of a minimum of two percent electric vehicle charging stations.
- Attain a minimum of 20 percent energy efficiency through the utilization of the following in the new mixed-use building:
 - o LED lighting;
 - o Lighting controls;
 - o High-performance heating, ventilation, and air conditioning systems;
 - o EnergyStar appliances and equipment for all refrigerators, dishwashers, microwaves, and washers and dryers in all units;
 - o High-efficiency hot water heaters;
 - o Ultralow-flow plumbing fixtures in all units;
 - o Increase the R-value of thermal insulation for the roof and for the cavity walls to reduce heat loss/gain as required to meet the energy goals of the project;

- Install a demand control ventilation system that provides for the automatic reduction of outdoor air intake below design rates when the actual occupancy of spaces served by the system is less than design occupancy;
 - Metering and monitoring;
 - High-performance elevators;
 - Use of building materials with environmental product declarations, recycled content, or are regionally sourced, produced, or manufactured within 500 miles of the Property;
 - Installation of carpet and carpet padding that meets the testing and product requirements of the Carpet and Rug Institute's Green Label Plus Program;
 - Use of daylight and views to the exterior to minimize the usage of artificial light sources;
 - Provide recycling infrastructure for residents, tenants, and visitors, including separate trash chutes/areas for the separation, collection and storage of glass, paper, metal, plastic and cardboard generated by residents and tenants; and
 - Implementation of a construction waste management plan that consists of hiring a waste removal and diversion company to process all construction waste at a recycling center.
- Promote Indoor Environmental Quality by using low-emitting materials for all adhesives, sealants, paints, coatings, flooring systems, composite wood, high-performance glass.
 - Prohibit chlorofluorocarbon (CFC) based refrigerants in any of the building systems, or not use refrigerants.
 - Use native and adaptive species for landscape and other plantings on the site.