FAIRFAX COUNTY

OFFICE OF COMPREHENSIVE PLANNING
Zoning Evaluation Division
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V I R G I N I A

July 11, 1997

Antonio J. Calabrese
McGuire Woods Battle and Boothe LLP
8280 Greensboro Drive, Suite 900
McLean, VA 22102-3892

Re: Interpretation for CP 86-C-121-3 - YMCA and CP 86-C-121-6/SE 96-H-016 - Reston Section 935 Hotel Site

Dear Mr. Calabrese:

This is in response to your letter of June 5, 1997, requesting a confirmation of our previous telephone conversation regarding Westerra Reston, L.L.C.'s commitment to bond the improvements shown on Site Plan 9303-SP-01-2 for the adjacent YMCA site in order to allow the proposed hotel development approved pursuant to the above-referenced applications to proceed. As noted in your letter, both the YMCA site and the proposed hotel site have been designed to share certain infrastructure improvements, such as stormwater management, which will be provided on the YMCA site. As a result, approval of the hotel site plan is contingent upon bonding of the YMCA site plan. You have stated that the YMCA has delayed its construction plans and is not prepared to bond the approved site plan at this time. The question, as I understand it, is if Westerra Reston L.L.C. elects to post the bond for the YMCA improvements to allow construction of the shared infrastructure improvements to proceed and the remaining bonded improvements, such as the building and parking, are not constructed, will Westerra Reston L.L.C. be held responsible for those improvements.

Discussions with Tom Fitzpatrick, the DEM Site Reviewer for both plans and John Crouch, in the Bonds and Agreements Branch, DEM, indicate that Westerra Reston L.L.C. would not be held responsible for the remaining YMCA improvements, provided a revision to the approved YMCA site plan is filed which shows all of the shared infrastructure improvements and deletes those improvements not necessary for construction of the hotel site. With the approval and bonding of this revised site plan the bond posted by Westerra Reston, L.L.C. on the YMCA site would be released.

This proposal would be in conformance with the approved zoning provided all proffers, development conditions and conceptual plan notes are complied with and provided it is acceptable to DEM.

If you have any questions regarding this interpretation, please feel free to contact Leslie B. Johnson at (703) 324-1290.

Sincerely,

Barbara A. Byron, Director
Zoning Evaluation Division

BAB/LBJ/RESTN935.WPD

Attachments: A/S

cc: Robert B. Dix, Supervisor, Hunter Mill District
John Palatiello, Planning Commissioner, Hunter Mill District
Jane W. Gwinn, Zoning Administrator
Edward J. Jankiewicz, Director, Design Review Division, DEM
Angela Rodeheaver, Section Chief for Site Analysis, OT
Bonds and Agreements Branch, DRD, DEM
File: CP 86-C-121-3; CP 86-C-121-6 and SE 96-H-016; SEI 9706 0024

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RECEIVED
OFFICE OF COMPREHENSIVE PLANNING
JUN 6 1997
ZONING EVALUATION DIVISION

June 5, 1997

BY HAND DELIVERY

Ms. Barbara Byron
Director, Zoning Evaluation Division
12055 Government Center Parkway
Suite 800
Reston, Virginia 22035

Re: Reston Section 935

Dear Barbara:

This letter is a follow up to our prior telephone conversation regarding whether Westerra Reston, L.L.C. ("Westerra") would be responsible for all of the improvements shown on the current site plan filed by the YMCA of Metropolitan Washington (the "YMCA") in the event that Westerra bonds the YMCA site plan now and then the YMCA project does not go forward.

As you recall, Westerra has zoning approval (see enclosed materials) for a hotel on the northern part of Section 935, Block 2 (the "Westerra Site"). The YMCA has proposed to fund and to construct a new community recreation facility on Section 935, Block 3 (the "YMCA Site"), which the Fairfax County Board of Supervisors (the "County") has leased to the YMCA.

Because the Westerra Site and the YMCA Site are contiguous, Westerra and the YMCA coordinated their development plans on certain issues such as stormwater management. Consequently, approval of the Westerra site plan is contingent upon bonding of the YMCA site plan. The YMCA has delayed its construction plans due to the lawsuit filed by nearby health club owners. To allow construction of the hotel to proceed, the YMCA and Westerra have agreed that Westerra will go ahead and bond the YMCA site plan.

We are hopeful that the lawsuit will be resolved favorably and that the YMCA project eventually will go forward. However, if the YMCA project does not go forward, then we would replace the current

YMCA site plan with a new site plan. This new site plan would show all of the improvements that are necessary for development on the Westerra Site (such as the stormwater management facility) but would eliminate those improvements that are not necessary for development on the Westerra Site.

Tom Fitzpatrick and John Crouch have assured us that this approach would be acceptable from their perceptive. However, they suggested that we run this approach by you to make sure that the Office of Comprehensive Planning ("OCP") also would find it acceptable.

Based on my prior telephone conversation with you, I understand that OCP would find this approach acceptable. Specifically, I understand that OCP would not hold Westerra responsible for improvements shown on the current YMCA site plan that are not necessary for development on the Westerra Site in the event that Westerra bonds the YMCA site plan now and then the YMCA project does not go forward.

Westerra has requested that you confirm my understanding with a written interpretation. Thank you in advance for your consideration of this request. Please feel free to call me if you have any questions. As always, I look forward to speaking with you soon.

Sincerely,

AJ CALABRESE

Antonio J. Calabrese

cc: John J. Bellaschi, Esquire

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