

*Proposed*  
6.16.8 ~~PROPOSED~~ CONDITIONS

Rezoning Application and Final Development Plan 80-P-039

1. The residential portion of the proposed PDC development shall not include any other principal or secondary uses.
2. Secondary uses permitted under the PDC zoning classification will be designated and located on the property in such a manner as to primarily serve the needs of the residents, occupants and users of the proposed PDC development, provided however, that this restriction shall not interfere with the proposed development of the secondary residential uses as shown on the Final Development Plan.
3. A tot lot will be constructed as part of the recreational area shown on the Final Development Plan and serving the proposed residential portion of the PDC development.
4. Both prior to and during the development of the property, the applicant/owner will permit the on-site research of archaeological site, if any, by members of the Fairfax County Archaeological Survey Staff, provided however, that such on-site research shall not interfere with the planned development of the property and shall not restrict the timing of the development of the property.
5. Emergency access will be provided in accordance with the Fairfax County Public Facilities Manual.
6. A twenty-five (25) foot buffer will be provided along the southern boundary of the property, adjacent to Lee Highway, such buffer to be an area in which no physical improvements will be made as part of the development of this property, except for entrances into the property, as shown on the Final Development Plan.

7. The applicant/owner, at the time of final site plan approval, will submit a landscape plan for approval by the Director of the Department of Environmental Management, so as to achieve a visual buffer between the residential development and the commercial parking structure. Said plan shall include effective treatment of the exposed portions of the parking structure deck.
8. A noise attenuation barrier not to exceed six (6) feet in height will be provided between the proposed residential recreational area and the boundary line of the adjoining Fairlee Subdivision.
9. Storm water retention and detention will be employed in the development of the application property.
10. The residential and commercial travelways on the site loop road will be interconnected so as to provide the residential development direct access to Nutley Street until such time as the completion of both relocated Nutley Street and new I-66/Nutley interchange is effectuated.
11. The internal intersection on the commercial loop road immediately north of Lee Highway will be designed for approval by the Department of Environmental Management and the Office of Transportation.
12. Prior to occupancy of the first commercial office building on the property, the following highway improvements or contributions thereto will be provided by the applicant/owner:
  - (a) Dedication of right-of-way along Lee Highway across the frontage of the property approximately sixty (60) feet from the existing center line of Lee Highway.
  - (b) Dedication of right-of-way to accommodate the realignment of Nutley Street as a six-lane facility, with a trail on its westerly side, as more particularly shown on the Final Development Plan.

- (c) Improvement of Lee Highway across the frontage of the property by the construction of additional pavement with face of curb set forty-seven (47) feet from the planned center line of Lee Highway, so as to provide for two through lanes in each direction and left and right turn lanes at the proposed entrances into the property. These improvements will be continued across the frontage of the Fairlee Subdivision to connect and tie into the existing widening on the frontage of Circle Woods provided sufficient right-of-way is made available by others. The applicant agrees that any portion of the \$15,000 not expended, pursuant to Condition 12(d), will be contributed as its contribution to pay the cost of the Fairlee frontage right-of-way acquisition.
  
- (d) Improvement of the intersection of existing Nutley Street and Lee Highway so as to provide two (2) through lanes on Lee Highway in each direction and a left turn to northbound Nutley from eastbound Lee Highway. If it is determined by the applicant or appropriate authority that sufficient right-of-way is not available, the applicant commits to fund the cost of the necessary right-of-way acquisition and governmental expenses in connection therewith up to \$15,000. If right-of-way is required and made available by governmental authorities prior to or coincident with the start of the Lee Highway improvements to the west, the applicant will construct the said improvements to the west, the applicant will construct the said improvements which consist of widenings across the frontage of the BP and Exxon stations. If right-of-way is made available subsequent to that time or construction is conducted by others, the applicant will contribute up to \$55,000 to fund the cost of said intersection improvements.

- (e) The applicant will be responsible for providing appropriate signalization of the site's entrances with Nutley Street and Lee Highway in an amount not to exceed ~~\$50,000~~ <sup>100,000 to be CPI Adjusted</sup> at such time as the signalization needs have been determined by VDH&T.

*Further Provide For the inter connect ion of these signals with that at the Lee Hwy Nutley intersections.*

(f) The applicant commits to participate in the cost of the signalization of the Nutley/I-66 interchange access ramps by the contribution of the sum of \$35,000, if the need for such signalization is determined by VDH&T during the period of development and construction of this project.

13. Building permits for Phase III will not be issued to the applicant prior to the award of the contract by the Virginia Department of Highways & Transportation for the construction of the I-66/Nutley interchange and Nutley Road improvements as generally described in the Staff Report of June 1, 1987, whichever shall occur first. If the applicant elects to proceed subsequent to June 1, 1987, notwithstanding the fact that improvement contracts have not been awarded, then and in such event the applicant commits to construct or provide sufficient funds for:

- (a) The widening of the westbound off-ramp of the I-66/Nutley interchange so as to provide dual left turns to Nutley southbound.
- (b) Widen the eastbound on-ramp of the I-66/Nutley interchange so as to accommodate dual left turns within the confines of the existing Nutley northbound pavement to I-66 eastbound.
- (c) Provide signalization at each of the two intersections between Nutley Street and the ramps identified in "a" and "b" herein, including installation and interconnection of said signals.
- (d) The applicant commits to provide those improvements inclusive of right-of-way at the existing Nutley Street/Lee Highway intersection contained in the report of Gorove/Slade Associates, Inc. entitled "Concorde Centre Summary of Traffic Impacts and Requirements," dated March 1981 (See Figure 7 -- "1985 Roadway Requirements with Ultimate Site Improvements"), inclusive of a free flow right turn lane southbound on Nutley Street onto westbound Lee Highway.

subject to sound engineering and construction practice together with the approval of the Virginia Department of Highways & Transportation.\*

14. The applicant commits to strongly emphasize and encourage the implementation with its tenants of the broadest range of transportation management strategies in the project development.
15. The applicant commits to offer units for sale or rental to the Fairfax County Redevelopment and Housing Authority in accordance with the document attached hereto and made a part hereof as Exhibit A. Notwithstanding that the afore-referenced document provides for the construction of 30 units, the applicant would amend that commitment so as to provide for 50 units.
16. The development plan reflects that the applicant has parked the subject development in accordance with the existing regulations of the Fairfax County Zoning Ordinance. It is the intent of the applicant should experience with transportation strategies reflect that a reduction in parking is justified by the actual experience of the development to make application to the Fairfax County Board of Supervisors for a reduction in the parking requirements so as to either convert parking structure to storage areas or to eliminate portions of the parking structure which in the Board's judgment are unnecessary.

M.H.C.E. ASSOCIATES

Date: 4.13.81

By:   
David W. Evans, General Partner

\*In the event that other developments occur in the area which impact the need for these improvements, the Board will seek ratable contributions from such developments.

PROPOSED CONDITION

REZONING APPLICATION 80-P-039 and FINAL  
DEVELOPMENT PLAN 80-P-039

WHEREAS, M.H.C.E. ASSOCIATES (herein-  
after the Applicant), as part of the above referenced rezoning and final  
development plan approval, has obtained approval for the development and  
construction of three hundred fifty (350) residential units; and

WHEREAS, the Applicant desires to cooperate with the Fairfax County  
Redevelopment and Housing Authority (hereinafter FCRHA) to make certain  
residential units available for low and moderate income families.

NOW, THEREFORE, it is a condition of this rezoning and final  
development plan approval, as follows:

1. Condominium and/or Cooperative Development: In the event units  
are developed under a condominium and/or cooperative form of ownership,  
the applicant hereby agrees to make available to the FCRHA or purchasers  
designated by the FCRHA, for purchase, thirty-five (35) of the units, in  
the same proportion of mix and size as the total residential development;  
unless otherwise mutually agreed upon by the FCRHA and the party(s)  
developing the units, which shall be available for purchase on the  
following terms:

- a. At such time as the applicant is ready to market the  
condominium and/or cooperative units in the development,  
the Applicant will give notice to the FCRHA of the offer  
of available units, together with the purchase price  
determined as hereinafter set forth, and the FCRHA shall  
after receipt of this notice, have a period of sixty (60)  
days to enter into binding contracts for any number of  
units up to thirty-five, the provisions of which will  
allow FCRHA reasonable time to seek and obtain funding  
and/or financing for the purchase of these units. In  
the event the applicant obtains any below market financing  
for the sale of units, the Applicant shall permit the FCRHA

or purchasers designated by the FCRHA to use such financing. In the event the FCRHA does not enter into contracts for the purchase of the available units within the aforesaid time period, all further obligations of the Applicant shall be relieved with respect to the number of units offered.

- b. In lieu of direct contracts with the FCRHA, as set forth in paragraph 1-a above, the FCRHA may direct that contracts be entered into with individual purchasers.
- c. These units shall be made available to the FCRHA or purchasers designated by the FCRHA at the lower of the 1) prices at which comparable units are offered to the public, 2) prices determined as below: Labor and material costs of the units, together with a pro-rata share of the construction costs associated with the common elements of the residential development, and together with a pro-rata share of the site development costs associated with the residential development plus a payment to the Applicant in an amount equal to ten (10) percent of the development and construction costs set forth in this paragraph. No portion of the costs associated with these units shall be attributed to land costs or land value. The construction costs included in this paragraph shall include a pro-rata share of the financing and other soft costs associated with the development and construction of these residential units, provided however, that no general overhead, marketing or related soft costs of the builder not reasonably attributable to the cost of the FCRHA units shall be included within these costs.
- d. Any units made available for purchase hereunder shall be subject to the condominium and/or cooperative regime to be established for the proposed residential development, and the obligations under the condominium and/or cooperative regime.

2. Rental Development: In the event the residential units are developed under a rental form of ownership, the Applicant hereby agrees to make no less than thirty-five (35) of the units available for low/moderate income tenants as such term is defined by the FCRHA under a Section 8 rental program, or similar federal, state or local rental subsidy program for a minimum of twenty years. In the event the Applicant operates the development as rental units, and prior to the expiration of twenty years, the development, becomes a condominium or cooperative, all the terms set forth in paragraph 1-a through d, shall be applicable.

3. In either event, it is the intent of the Applicant and the FCRHA that the units made available be interspersed throughout the residential development, with final location of these units to be determined by cooperation between the Applicant and FCRHA.

4. The applicant shall periodically inform the FCRHA of the status of the development including a timetable for development, particularly construction start and anticipated availability of units. In the event the development is constructed in stages, the FCRHA shall, at its option, have the right to purchase, under paragraph 1, or the Applicant shall be obligated to offer for rent under paragraph 2 that percentage of units which is equal to the same ratio of units offered to the FCRHA as described in paragraph 1 or to be made available for rent as described in paragraph 2 in each stage of the residential development. The FCRHA may elect at its option to waive its right in each stage to accumulate the number in the next successive stage. Such waiver shall be given no later than 30 days after notice of availability by the applicant.

5. The condition of zoning shall be binding on the Applicant, and on his assigns and successors in interest.

FAIRFAX COUNTY REDEVELOPMENT  
AND HOUSING AUTHORITY

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
(Chairman)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Applicant)