

WM/OLAYAN HOLDINGS, LLC  
PCA 2006-PR-027  
PROFFER STATEMENT  
July 26, 2016

Proffered Condition Amendment Application PCA 2006-PR-027 (the “**Application**”) has been filed by and on behalf of WM/Olayan Holdings, LLC (the “**Applicant**”) on approximately 3.19 acres of land identified as Fairfax County tax map parcel 56-2 ((1)) 18A (the “**Application Property**”) and zoned to the PDH-30 District.

Pursuant to Section 15.2-2303(A) of the Code of Virginia (1950), as amended, and Sect. 18-204 of the Zoning Ordinance of Fairfax County (1978), as amended, (the “**Zoning Ordinance**”) the Applicant, for itself and its successors and/or assigns, hereby proffers that development of the Application Property shall be in accordance with the following conditions (the “**Proffers**”) if, and only if, the Application, as proposed by the Applicant, is granted by the Board of Supervisors (the “**Board**”). If the Application is granted by the Board, certain proffers as identified below shall replace and supersede the existing proffered conditions applicable to the Application Property. All other proffers dated October 31, 2011 and accepted in RZ 2006-PR-027 by the Board of Supervisors on November 1, 2011 shall remain in effect and be unchanged, except as noted herein. In the event this application is denied by the Board, the Proffers shall immediately be null and void and all Existing Proffers accepted in RZ 2006-PR-027 shall remain in full force and effect.

The following proffer changes and additions pertain to the Application Property only and shall modify the Existing Proffers with respect to the Application Property as described below.

GENERAL

**Proffer 16.B. shall be amended as follows:**

16. Parking Management.

B. The Applicant shall perform one of the following measures in the alternative:

1. The Applicant shall execute an agreement with the owner of the property identified as Tax Map 46-4 ((1)) 15B and 56-2 ((1)), 15C and 15D (“Office Parcels”) to provide at least one hundred (100) parking spaces distributed throughout the Office Parcels that will be available for use by the residents of Land Bay A on weekends, from 5:30 p.m. on Friday through 8:30 a.m. the following Monday, twenty-four hours a day on federal holidays, and during the week after typical working hours, from 5:30 p.m. to 8:30 a.m. the following day. The agreement shall also allow residents of Land Bay B to park in designated commercial parking spaces

on Land Bay B on weekends and during the week after typical working hours; or

2. The Applicant shall provide one hundred (100) generally contiguous additional parking spaces within the parking garage located on Land Bay B that will be available for use by the residents of Land Bay A on an unrestricted basis, which means that they will be available for use by the Land Bay A residents twenty-four hours a day, seven days a week, at no cost to the Unit Owners Association of the Condominium located on Land Bay A (the "Association"), including no cost for maintenance. The parking spaces shall be located in proximity to one of the entrances into the parking garage located on Land Bay B. Said parking shall be clearly delineated and parking management shall include the issuance of a distinguishable parking decal to residents of Land Bay A so that their vehicle may be readily identified. An unlimited number of parking decals shall be made available to the Association at no cost to the Association. The Association shall be responsible for distribution and management of such decals; or
3. The Applicant shall provide one hundred (100) generally contiguous parking spaces within the parking garage located on Land Bay B that will be available for use by the residents of Land Bay A as evidenced by the recorded Amended and Restated Reciprocal Easement and Parking Agreement with the owner of the Office Parcels, but the terms of use shall be as mutually agreed to in writing by the Association and the Applicant at no cost to the Association, including no cost for maintenance. The parking spaces shall be located in proximity to one of the entrances into the parking garage located on Land Bay B. Delineation of parking spaces and provision of decals shall be provided as described in paragraph 16.B.2. above.

Prior to the issuance of the first RUP for any residential unit and prior to the issuance of any Non-RUP for the garage, Applicant shall have provided to the County evidence of compliance with Proffer 16.B. in a manner acceptable to the County Attorney. Compliance with Proffer 16.B.1 or 16.B.3 must be demonstrated by, at a minimum, one or more legally binding agreements in recordable form executed by the Applicant, the owner of the Office Parcels, and/or the Association implementing one of the alternative arrangements described in Proffer 16.B.1. or 16.B.3., which agreement(s) shall be subject to the review and approval of the County Attorney and a copy shall be delivered to the Providence District Supervisor. Compliance with Proffer 16.B.2 or 16.B.3 may require an executed amendment to the Amended and Restated Reciprocal Easement and Parking Agreement dated December 20, 2013 ("Parking Agreement"), to delete from the Parking Agreement any and all provisions that are in conflict with Proffer 16.B.2 or 16.B.3, whichever alternative is selected. This amendment to the Parking Agreement shall be subject to the review and approval of the County Attorney, and a copy shall be delivered to the Providence District Supervisor. The Applicant understands and agrees that no RUPs or Non-RUPs will be issued for the Application Property until and unless the

Applicant has produced sufficient evidence to the County Attorney's office to demonstrate that it has satisfactorily performed one of the three alternatives above.

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[SIGNATURE ON FOLLOWING PAGE]

APPLICANT/TITLE OWNER

WM/OLAYAN HOLDINGS LLC, a Delaware limited liability company

By: WAPLES MILL LLC, a Delaware limited liability company, its Managing Member

By: MCRT FAIRFAX II LLC, a Delaware limited liability company, its sole member



By: \_\_\_\_\_

Name: P. Sean Caldwell

Title: Senior Managing Director