



APPLICATION ACCEPTED: June 6, 2016
PLANNING COMMISSION: October 5, 2016
BOARD OF SUPERVISORS: October 18, 2016

County of Fairfax, Virginia

September 21, 2016

STAFF REPORT

APPLICATION PCA 2010-PR-022

PROVIDENCE DISTRICT



APPLICANT: TMG Solutions Plaza Land, LP

ZONING: PTC, HC, and SC

PARCELS: 29-3 ((15)) 7A2, 7C2, 7G pt., 7H pt., 7J, 7K

ACREAGE: 7.97 acres

PLAN MAP: Transit Station Mixed Use, Residential Mixed Use, and Park/Open Space

PROPOSAL: Amend the adopted proffers associated with RZ 2010-PR-022 to permit the conversion of 25,000 square feet of residential to office use.

STAFF RECOMMENDATION:

Staff recommends approval of PCA 2010-PR-022, subject to the execution of proffers consistent with those contained in Appendix 1 of the staff report.

Staff recommends that all previously approved waivers and modifications be reaffirmed.

It should be noted that it is not the intent of staff to recommend that the Board, in adopting any conditions proffered by the owner, relieve the applicant/owner from compliance with the provisions of any applicable ordinances, regulations, or adopted standards.

Bob Katai

Department of Planning and Zoning
Zoning Evaluation Division
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035-5509
Phone 703-324-1290 FAX 703-324-3924
www.fairfaxcounty.gov/dpz/



It should be noted that it is not the intent of the staff to recommend that the Board, in adopting any conditions, relieve the applicants/owners from compliance with the provisions of any applicable ordinances, regulations, or adopted standards; and that, should this application be approved, such approval does not interfere with, abrogate or annul any easements, covenants, or other agreements between parties, as they may apply to the property subject to this application.

It should be further noted that the content of this report reflects the analysis and recommendation of staff; it does not reflect the position of the Board of Supervisors.

For information, contact the Zoning Evaluation Division, Department of Planning and Zoning, 12055 Government Center Parkway, Suite 801, Fairfax, Virginia 22035-5505, (703) 324-1290.

X:\DPZ\Tysons-Core\CASES\Boro\PCA 2010-PR-022\Staff Report\00 - Consolidated Staff Report PCA 2010-PR-022



Americans with Disabilities Act (ADA): Reasonable accommodation is available upon 7 days advance notice. For additional information on ADA call (703) 324-1334 or TTY 711 (Virginia Relay Center).

Proffered Condition Amendment

PCA 2010-PR-022

Applicant:
Accepted:
Proposed:

TMG SOLUTIONS PLAZA LAND, L.P.
06/06/2016
MODIFY PROFFERS ASSOCIATED WITH RZ-2010-PR-022

Area:

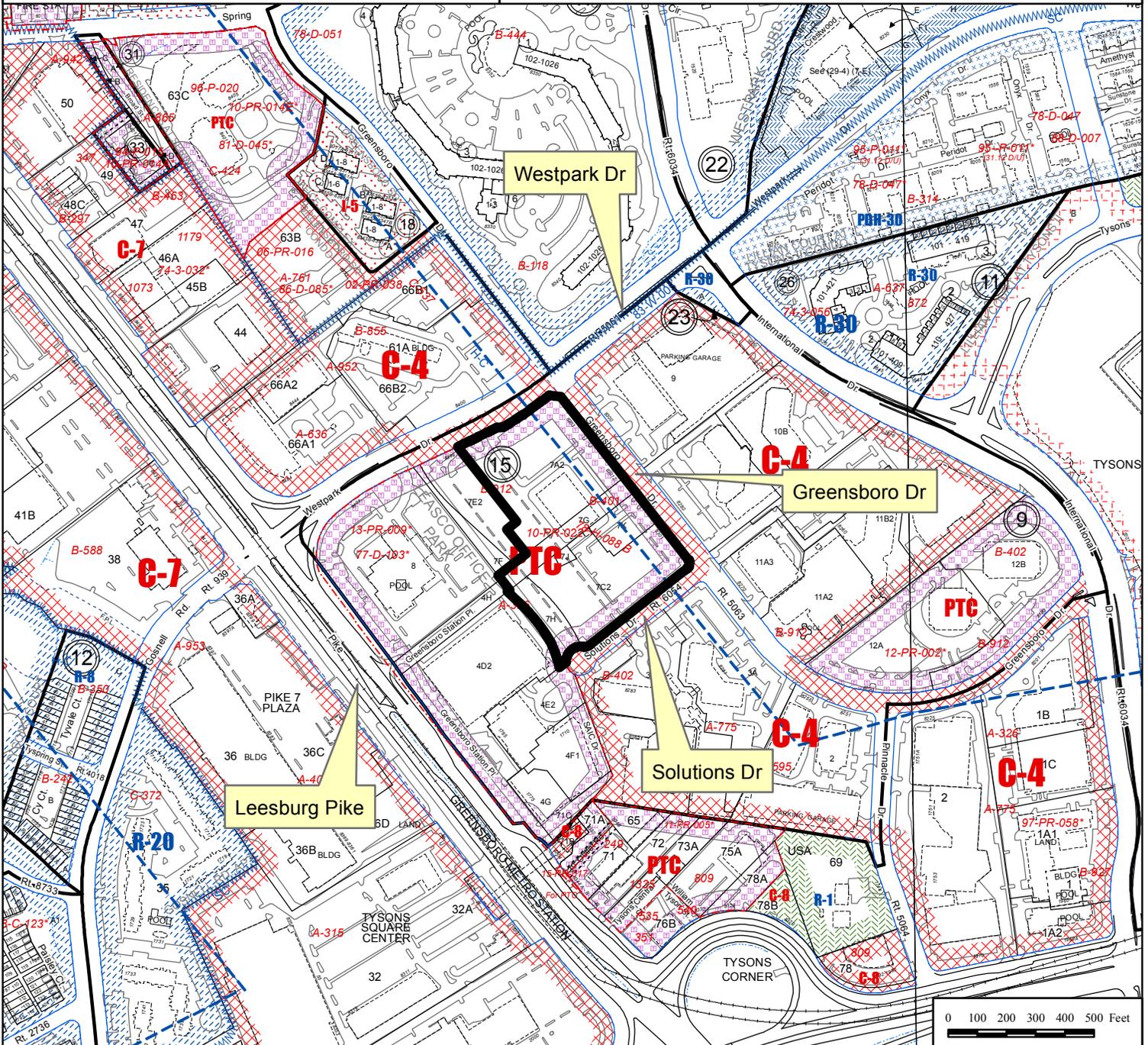
7.97 AC OF LAND; DISTRICT - PROVIDENCE

Zoning Dist Sect:
Located:

BETWEEN LEESBURG PIKE AND GREENSBORO DRIVE SOUTH OF WESTPARK DRIVE

Zoning:
Overlay Dist:
Map Ref Num:

PTC
SC HC
029-3- /15/ /0007A2 /15/ /0007C2 /15/ /0007G (pt.) /15/
/0007H (pt.) /15/ /0007J /15/ /0007K



DESCRIPTION OF THE APPLICATION

The applicant, TMG Solutions Plaza Land, LP, is requesting to amend the proffers associated with RZ 2010-PR-022 to permit conversion of 25,000 square feet of planned residential to office use in Blocks A and B of the Boro development. RZ 2010-PR-022 rezoned 18.10 acres in Tysons from the High Density Office (C-4), Highway Corridor Overlay (HC), and Sign Control Overlay (SC) Districts to the Planned Tysons Corner Urban (PTC), HC, and SC Districts to permit the mixed-use development consisting of five multi-family residential towers; three office towers; a hotel tower; a theater complex; urban parks; three existing high-rise office buildings; and a mix of mid-rise buildings that include podium buildings that serve as the base for several of the residential and office towers and contain parking garages, retail, office, and residential uses. The approved Conceptual Development Plan (CDP) layout is provided below. No changes are proposed to the CDP; only the proffers will be amended. For that reason, no CDP was submitted with this application. The proposed Proffer Condition Amendment (PCA), statement of justification, and affidavit are contained in Appendices 1-3, respectively.

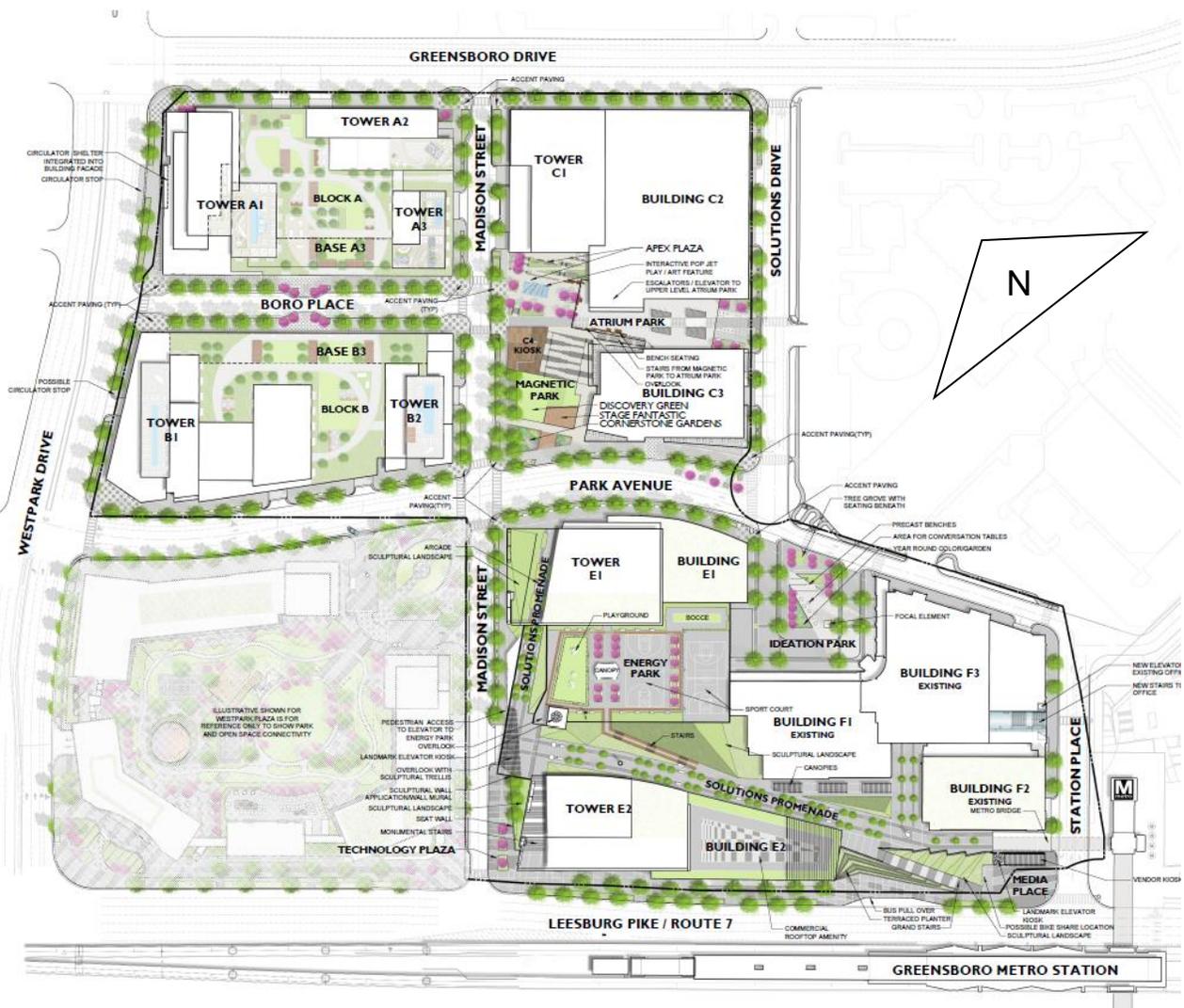


Exhibit 1: Approved CDP for the Boro

LOCATION AND CHARACTER

The PCA application site consists of 7.97 acres of the 18.10-acre Boro development, as shown on the below exhibit. The PCA application site encompasses those portions of the Boro development on which FDPs have been approved. The PCA site was developed with the Enterprise Building, a 13-story office building that was recently demolished to make way for the proposed development. The site is also developed with a temporary park with painted asphalt and seating fixtures. The majority of the site is developed as surface parking.

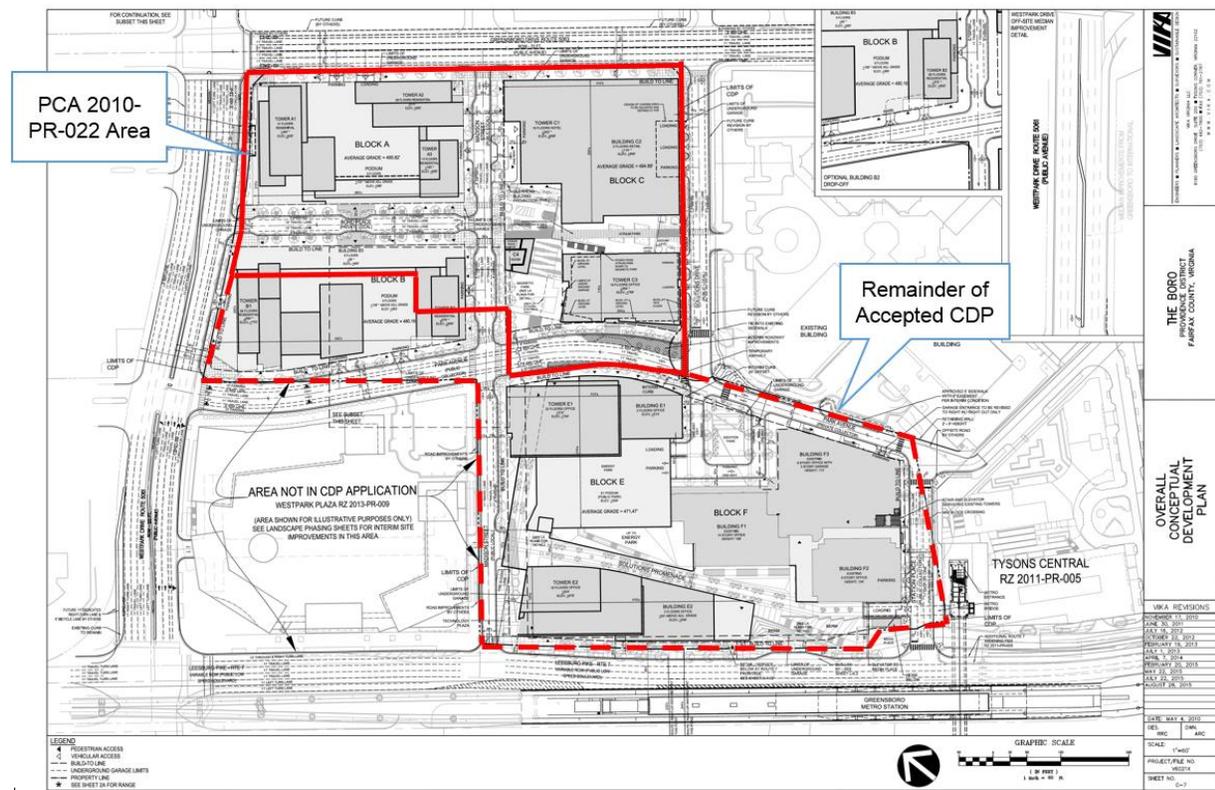


Exhibit 2: Boundaries of Approved Boro CDP and Current PCA Application

The site slopes downwards from east to west (from Greensboro Drive to Leesburg Pike) with an average gradient of seven percent. There are no Resource Protection Areas (RPAs) or Environmental Quality Corridors (EQCs) on the site.

The PCA site is bordered by Westpark Drive on the north, Greensboro Drive on the east, and Solutions Drive on the south. These existing streets, along with three proposed streets, Boro Place, Madison Street, and Center Street will provide access to the proposed development. The remainder of the Boro development borders the PCA site on the west. The below exhibit and table show and summarize the surrounding uses and surrounding, recently approved rezonings.

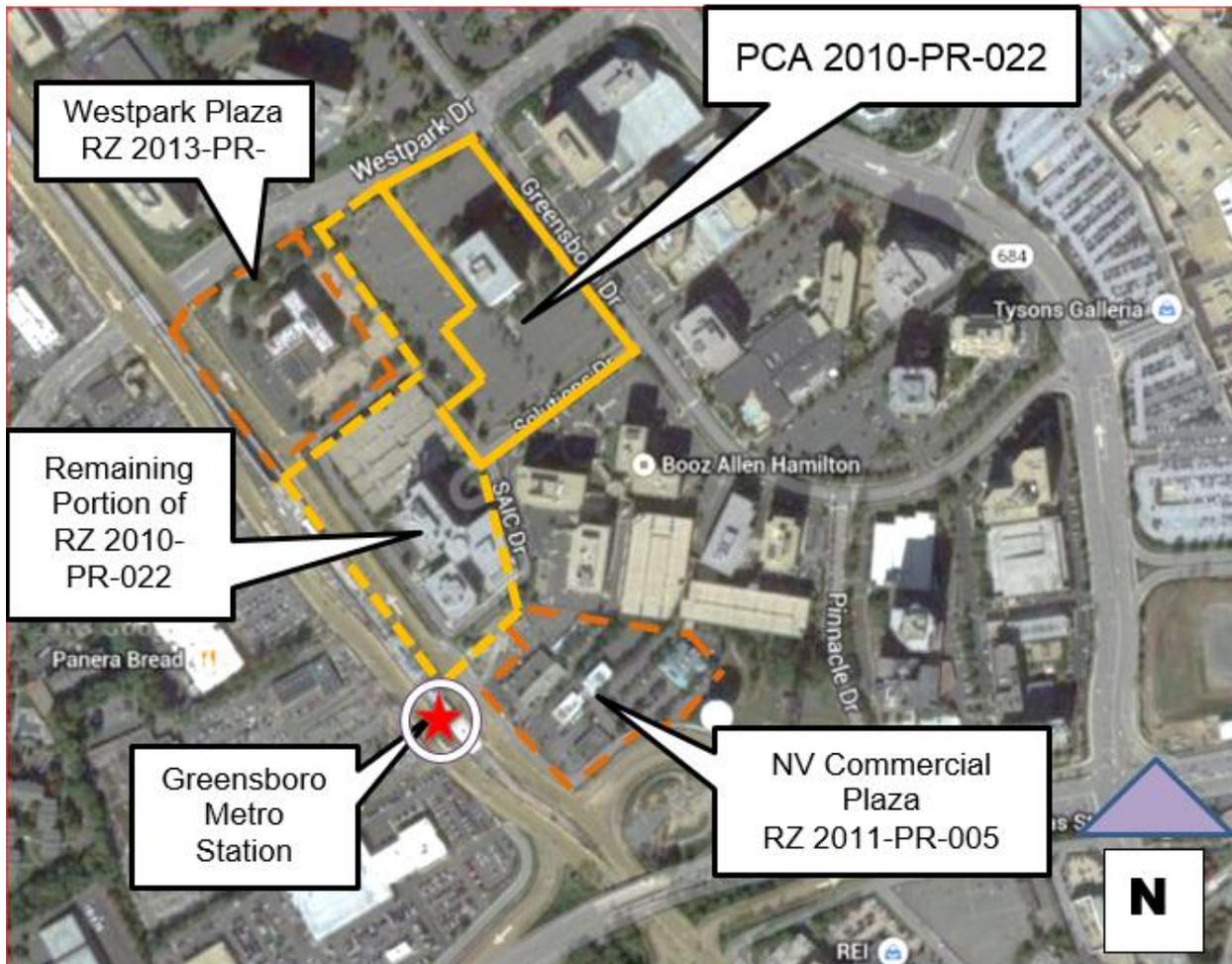


Exhibit 3: Surrounding Uses

SURROUNDING AREA DESCRIPTION for PCA 2010-PR-022			
Direction	Use	Zoning	Plan Map
North	Office	C-7	Residential Mixed Use
East	Office	C-4	Residential Mixed Use; Transit Station Mixed Use; Park/Open Space
South	Office	C-4	Transit Station Mixed Use
West	Remaining Portion of the Boro Development	PTC	Transit Station Mixed Use; Residential Mixed Use

BACKGROUND

On January 12, 2016, the Board of Supervisors approved RZ 2010-PR-022, rezoning 18.10 acres in Tysons to PTC. The rezoning was subject to proffers. Concurrent with

its review of the rezoning, the Planning Commission approved FDP 2010-PR-022, which was comprised of Block A and the eastern portion of Block B. Subsequently, on December 3, 2015, the Planning Commission approved FDP 2010-PR-022-02, which was comprised of Block C.

Included within the approved proffers was Proffer 5B, which permitted the conversion of up to 60,000 square feet of residential to office use. At this time, the applicant has completed detailed market studies and architectural designs for those areas covered by the approved FDPs. Based on those studies and designs, the applicant determined that in order to make office use feasible for Building B3, additional office space was needed. Thus, the applicant seeks to amend the proffers to permit the conversion of an additional 25,000 square feet of residential to office use. With this amendment, a total of 85,000 square feet of residential would be permitted to be converted to office use.

COMPREHENSIVE PLAN PROVISIONS

Plan Area: Area II

Planning District: Tysons Corner Urban Center

Tysons Corner Urban Center District: Tysons Central 7 (North Subdistrict)

The land use concept for the Tysons Central 7 District is shown in Figure 3, which may also be found in the Comprehensive Plan. The Tysons Central 7 District Comprehensive Plan Map shows the application property to be planned for Transit Station Mixed Use, Residential Mixed Use, and Park/Open Space.

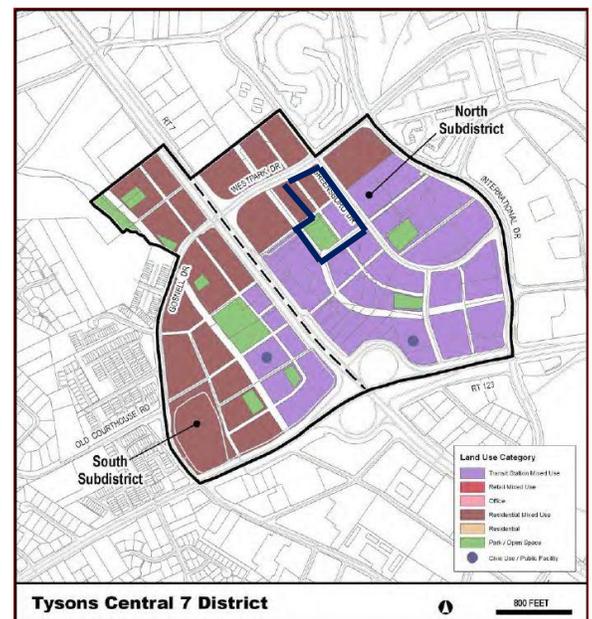


Figure 2: Tysons Central 7 District

NORTH TYSONS CENTRAL 7 SUBDISTRICT

Base Plan

This area is planned for office with support retail and service uses at intensities up to 1.65 FAR. The exception is the area adjacent to the Leesburg Pike/Chain Bridge Road interchange, which is planned for and developed with retail uses and two existing public facilities (a communication tower and water tower).

Redevelopment Option

The area will continue to have one of the highest concentrations of office space in Tysons, which has made this cluster of business activity a desired address for businesses seeking signature headquarters buildings. However, the subdistrict is envisioned to become a vibrant 24-hour mixed use area with an increased intensity and diversity of land use including more office and hotel use and the addition of residential and retail uses.

A Common Green type urban park of at least one acre in size should be provided in the area between Leesburg Pike and Greensboro Drive as generally shown on the Land Use Concept Map. It should be large enough for open-air activities. Public art and water features are encouraged to make the space appealing and attractive. The Land Use Concept Map also shows that other open space amenities should be provided throughout the area.

To achieve this vision, development proposals should address the Areawide Recommendations and provide for the following:

- *The vision for this subdistrict is to remain one of Tysons' greatest concentrations of office space, with the provision of more office buildings with highest intensities near the Metro station. However, to become a vibrant 24-hour area, the area's diversity of land use including hotel, residential and retail uses should be provided at intensities and land use mixes consistent with the Areawide Land Use Recommendations.*
- *Logical and substantial parcel consolidation should be provided that results in well-designed projects that function efficiently on their own, include a grid of streets and public open space system, and integrate with and facilitate the redevelopment of other parcels in conformance with the Plan. In most cases, consolidation should be sufficient in size to permit redevelopment in several phases that are linked to the provision of public facilities and infrastructure and demonstrate attainment of critical Plan objectives such as TDM mode splits, green buildings, and affordable/workforce housing. If consolidation cannot be achieved, as an alternative, coordinated proffered development plans may be provided as indicated in the Areawide Land Use Recommendations.*
 - *For the area developed with freestanding retail uses that is east of the station (adjacent to the Leesburg Pike/Chain Bridge Road interchange) and west of the existing water tower, full consolidation should be provided in order to address circulation and access needs associated with a significant increase in intensity for this area. If full consolidation cannot be achieved, coordinated proffered development plans encompassing most of this area may be an appropriate alternative if critical vehicular circulation improvements which connect Pinnacle Drive to both Solutions Drive and Route 7 can be provided and if it can be demonstrated that any unconsolidated property can be developed in accordance with the Plan. Under both circumstances, this area*

will also need to coordinate access and circulation with the abutting portion of this subdistrict.

- *For the area fronting Leesburg Pike abutting the station to the west and north, the goal for assembling parcels for consolidation or coordinated proffered development plans is at least 20 acres and should include adequately phased circulation and access improvements, as well as providing the area's envisioned mix of uses. In addition, this area will need to provide a Common Green type urban park of about one acre in size to provide active and passive recreation and leisure opportunities for residents and workers as shown on the land use concept map. A consolidation of less than 20 acres should be considered if the performance objectives for consolidation in the Land Use section of the Areawide Recommendations are met.*
- *For the area north of Greensboro Drive, consolidation should include two or three properties as needed to provide open space and street grid improvements as shown on the land use concept map.*
- *For the area north and west of Westpark Drive, consolidation should occur with property in the abutting Tysons West District.*
- *Redevelopment should occur in a manner that fosters vehicular and pedestrian access and circulation. Development proposals should show how the proposed development will be integrated within the subdistrict as well as the abutting districts through the provision of the grid of streets.*
- *The major circulation improvement for this subdistrict is a new street connecting Westpark Drive to Pinnacle Drive and potentially extending to International Drive, where the new street would align with Tysons Boulevard. Redevelopment along the planned new street alignment should provide the right-of-way and construct the street, in phases if necessary. In addition, other streets (creating urban blocks) as well as other pedestrian and bike circulation improvements should be provided to improve connectivity. The ability to realize planned intensities will depend on the degree to which access and circulation improvements are implemented consistent with the Areawide Urban Design and Transportation Recommendations.*
- *Publicly accessible open space and urban design amenities should be provided consistent with the Areawide Urban Design Recommendations and the urban park and open space standards in the Environmental Stewardship recommendations.*
- *When redevelopment includes a residential component, it should include recreational facilities and other amenities for the residents, as well as affordable/workforce housing as indicated under the Land Use guidelines.*

- *Public facility, transportation and infrastructure analyses should be performed in conjunction with any development application. The results of these analyses should identify necessary improvements, the phasing of these improvements with new development, and appropriate measures to mitigate other impacts. Also, commitments should be provided for needed improvements and for the mitigation of impacts identified in the public facility, transportation and infrastructure analyses, as well as improvements and mitigation measures identified in the Areawide Recommendations.*
- *This subdistrict contains the highest natural elevation in the County, and its skyline is visible from great distances. This subdistrict has some of the tallest buildings in Tysons, and new buildings are expected to contribute to its distinctive skyline. Maximum building heights range from 175 feet to 400 feet, depending upon location, as conceptually shown on the building height map and discussed in the Areawide Urban Design Recommendations. The tallest buildings should be closest to the Metro station with a maximum height of 400 feet.*
- *A potential circulator alignment extends across this subdistrict, as described in the Areawide Transportation Recommendations. In addition to the above guidance for this area, redevelopment proposals along the circulator route should provide right-of-way or otherwise accommodate the circulator and should make appropriate contributions toward its construction cost. See the discussion of Intensity in the Areawide Land Use Recommendations.*

DESCRIPTION OF THE DEVELOPMENT PROPOSAL

The application seeks to amend the approved proffers for the Boro. No changes to the Boro's FAR, building forms, or access points are proposed and therefore no amendment to the Conceptual Development Plan (CDP) is needed.

The focus of retail/commercial development will be Boro Place, a new private street between the development's primarily residential blocks, Blocks A and B. The street level along Boro Place will be lined with retail and service establishments, including a Whole Foods grocery store. To allow flexibility to locate offices above the ground level retail establishments, the applicant added Proffer 5D, as stated below.

A maximum of 1,995,610 square feet of GFA on the Property may be allocated to office uses and/or other high trip generating uses. For the purposes of these Proffers, "other high trip generating uses" shall include a retail sales establishment with greater than 58,000 square feet of GFA, a health club with greater than 63,000 square feet of GFA, and/or a theatre with greater than 45,000 square feet of GFA. Notwithstanding what is shown on the Development Tabulations, the Applicant reserves the flexibility to convert up to an 60,000

square feet of space designated for Residential Use in Blocks A and B to Office Use, provided such conversion is shown on an approved FDP or site plan and the overall maximum of 1,995,610 square feet of GFA of office and/or other high trip generating uses on the Property is maintained.

With the completion of further market studies and architectural designs, the applicant has determined that in order to make the office use viable on these blocks and in this configuration, an additional 25,000 square feet of office use would be necessary. Therefore, the applicant requests the proffer amendment to permit the conversion of up to 85,000 square feet of residential to office use instead of the 60,000 square foot maximum currently proffered. This request would not increase the overall office use the Boro development, nor would it increase the overall gross floor area of the project. To compensate for the additional office space on these blocks, less office space would be built in other areas of the Boro development to facilitate the conversion. Specifically, revised Proffer 5D would read as follows:

*A maximum of 1,995,610 square feet of GFA on the Property may be allocated to office uses and/or other high trip generating uses. For the purposes of these Proffers, "other high trip generating uses" shall include a retail sales establishment with greater than 58,000 square feet of GFA, a health club with greater than 63,000 square feet of GFA, and/or a theatre with greater than 45,000 square feet of GFA. Notwithstanding what is shown on the Development Tabulations, the Applicant reserves the flexibility to convert up to an **85,000** square feet of space designated for Residential Use in Blocks A and B to Office Use, provided such conversion is shown on an approved FDP or site plan and the overall maximum of 1,995,610 square feet of GFA of office and/or other high trip generating uses on the Property is maintained.*

ANALYSIS

Land Use Analysis

Although the PCA pertains to a 7.97-acre portion of the Boro, this analysis is based on the mix of land uses of the entire 18.10-acre Boro development. The Boro site is designated Transit Station Mixed Use, Residential Mixed Use, and Park/Open Space on the Comprehensive Plan's Conceptual Land Use Map. The Plan defines these land use categories as follows:

Transit Station Mixed Use: *These areas are generally located near the Metro stations. They are planned for a balanced mix of retail, office, arts/civic, hotel, and residential uses. The overall percentage of the office uses throughout all of the Transit Station Mixed Use areas should be approximately 65 percent. This target of office uses will help Tysons maintain a balance of land use and transportation over the next 20 years. Individual developments may have flexibility to build more than 65% office if other developments in the category are*

built or rezoned with a use mix that contains proportionately less office. The residential component should be on the order of 20% or more of the total development. It is anticipated that the land use mix will vary by TOD District or subdistrict. Some districts or subdistricts will have a concentration of offices and other areas will have a more residential character. In all cases, synergies between complementary land uses should be pursued to promote vibrant urban communities.

Residential Mixed Use: *These areas are planned for primarily residential uses with a mix of other uses, including office, hotel, arts/civic, and supporting retail and services. These complementary uses should provide for the residents’ daily needs, such as basic shopping and services, recreation, schools and community interaction. It is anticipated that the residential component should be on the order of 75% or more of the total development.*

Parks/Open Space: *These areas are planned for passive and active park land and urban open spaces such as plazas and pocket parks. In instances when intensity credit is given for dedicating land for a park or open space, the land use mix applied to the intensity credit should be consistent with the land use category of an adjacent area. Additional guidance on parks and open space can be found in the Environmental Stewardship section.*

During review of RZ 2010-PR-022, the Board determined that the Boro’s proposed parks address the Comprehensive Plan’s Parks/Open Space designation. For the property designated Transit Station Mixed Use and Residential Mixed Use, the Boro proposed the following land use mix:

Land Use	Gross Floor Area (square footage)	Percentage of Land Use
Office	1,995,610	36.0%
Residential	2,500,000	45.0%
Hotel	640,000	11.0%
Retail	430,000	8.0%
Total	5,565,610	100%

Proposed Blocks A and B are designated as Residential Mixed Use and Blocks C and E/F are designated as Transit Station Mixed Use. Based on the Comprehensive Plan’s recommended minimum residential percentages for the Transit Station Mixed Use (20 percent residential) and Residential Mixed Use (75 percent residential) designations, as weighted by the respective land acreage under each designation, a minimum residential percentage of 37.9 is recommended for the Boro development.

As approved, the residential component of the Boro was 45 percent, which was in conformance with the Comprehensive Plan recommendation. With the

office/hotel/retail components of the application totaling 36 percent, the land use mix generally followed the recommendations for the Transit Station Mixed Use and Residential Mixed Use designations and was therefore in general conformance with the Comprehensive Plan.

If the entire 85,000 square feet of gross floor area were converted from residential to office use, as would be permitted under the PCA, the land use percentages would result in those shown in the table below. As previously noted, the proposed proffer stipulates that the overall maximum office GFA for the Boro will not increase. However, the residential GFA component may decrease by up to 85,000 square feet, reducing the residential component to 41 percent of the total land use. With this one percent decrease, staff finds that the Boro remains in compliance with the Comprehensive Plan's recommended minimum residential percentage of 37.9. Therefore, it is staff's opinion that the PCA is in conformance with the Comprehensive Plan.

Land Use	Gross Floor Area (square footage)	Percentage of Land Use
Office	1,995,610	36.0%
Residential	2,415,000	44.0%
Hotel	640,000	12.0%
Retail	430,000	8.0%
Total¹	5,480,610	100%

Other Impacts

Permitting the conversion of up to 25,000 additional square feet of residential to office (above the 60,000 square feet already approved for conversion) will have an insignificant impact on traffic. (This additional 25,000 square feet constitutes less than 0.5 percent of the 5,480,610 square feet maximum gross floor area associated with the Boro development.) None of the reviewing agencies identified any issues with this request.

ZONING ORDINANCE PROVISIONS

PTC Zoning

The purpose and intent of the PTC District is to implement the mix of uses, densities, and intensities under the redevelopment option set forth in the adopted Comprehensive Plan for the Tysons Corner Urban Center. These provisions require the applicant to demonstrate that the development furthers the vision of the Tysons Corner Urban Center as outlined in the Comprehensive Plan text and Land Use Map. As noted previously in this report, this application involves a modification in the mix of project's residential and office uses. With this change, the development will continue to meet the

Comprehensive Plan recommendations.

The PCA application requests changes to the permitted mix of land uses, but not FAR, building form, or access points. Regarding parking, in the PTC Zoning District, the applicable provision for number of parking spaces required for offices located within a quarter-mile of a Metro station is a minimum of zero and a maximum of 1.6 spaces per 1,000 square feet. (For residential development, parking minimums are one per unit and maximums are dependent on the number of bedrooms, but in no case more than 1.9 spaces per unit.) In the interim, Building B3's parking needs will be met by a mix of garage and surface parking. Ultimately, parking for the development will be provided in garages. In both cases, the number of spaces will be confirmed at site plan review. It is staff's opinion, given the flexibility of the zoning provisions, the PCA application meets all applicable requirements.

Sign Control Overlay District Standards (Sect. 7-600)

The entire subject property is located in a Sign Control Overlay District. The purpose of this overlay district, as stated in Sect. 12-101 of the Zoning Ordinance, is to restrict *"freestanding signs in the intensely developed commercial and industrial areas of the County where there is an increased need to reduce visual clutter, sight distance obstruction, and interference with traffic control signals and mechanisms and where the speed of traffic does not warrant the freestanding signs otherwise permitted by the provisions of Article 12"*. The subject property currently does not have any freestanding signs and the PCA does not propose any such signs. Therefore, the district's standards are not applicable to this amendment request.

Highway Corridor Overlay District Standards (Sect. 7-600)

Except for a 100-foot wide strip running parallel to Greensboro Drive, the subject property is located in a Highway Corridor Overlay District. The Zoning Ordinance provides additional regulations for drive-in financial institutions, fast food restaurants, quick-service food stores, service stations, and service station/mini-marts located in these overlay districts. The PCA does not seek to include such businesses; therefore, the district's standards are not applicable to this amendment request.

Waivers and Modifications

As stated throughout this report, the applicant seeks to change a single proffer which was approved as part of RZ 2010-PR-022. No other changes are proposed. As such, staff recommends that all previously approved waivers and modifications be reaffirmed.

CONCLUSIONS AND RECOMMENDATIONS

Staff Conclusions

Staff concludes that the subject application is in harmony with the Comprehensive Plan and in conformance with the applicable Zoning Ordinance provisions.

Recommendations

Staff recommends approval of PCA 2010-PR-022 subject to the execution of the draft proffers contained in Appendix 1 of this staff report.

Staff recommends that all previously approved waivers and modifications be reaffirmed.

It should be noted that it is not the intent of staff to recommend that the Board, in adopting any conditions proffered by the owner, relieve the applicant/owner from compliance with the provisions of any applicable ordinances, regulations, or adopted standards.

It should be further noted that the content of this report reflects the analysis and recommendations of staff; it does not reflect the position of the Board of Supervisors.

The approval of the proffers do not interfere with, abrogate, or annul any easement, covenants, or other agreements between parties, as they may apply to the property subject to this application.

APPENDICES

1. Draft Proffer Amendment
2. Statement of Justification
3. Affidavit
4. CDP and PCA Boundaries
5. Executed Proffers for RZ 2010-PR-022
6. Glossary

PROFFERS

**TMG Solutions Plaza Land, L.P.
PCA 2010-PR-022**

August 18, 2016

Pursuant to Section 15.2-2303(A) of the Code of Virginia (1950, as amended) and Section 18-204 of the Zoning Ordinance of Fairfax County (1978, as amended), and subject to the Board of Supervisors approval of the requested Proffered Condition Amendment application 2010-PR-022 on property identified on the Fairfax County 2016 tax maps as Tax Map 29-3 ((15)) 7A2, 7C2, 7G pt., 7H pt., 7J, and 7K (collectively, the “Property”), the property owner and Applicant, for themselves and their successors and/or assigns (referred to hereafter, both collectively and, where appropriate, individually as the “Applicant”), hereby proffer that the development of the Property shall be subject to approved proffers dated December 21, 2015, which shall remain in full force and effect except as amended below.

PROPOSED DEVELOPMENT

5D. Revised as Follows:

A maximum of 1,995,610 square feet of GFA on the Property may be allocated to office uses and/or other high trip generating uses. For the purposes of these Proffers, “other high trip generating uses” shall include a retail sales establishment with greater than 58,000 square feet of GFA, a health club with greater than 63,000 square feet of GFA, and/or a theatre with greater than 45,000 square feet of GFA. Notwithstanding what is shown on the Development Tabulations, the Applicant reserves the flexibility to convert up to 85,000 square feet of space designated for Residential Use in Blocks A and B to Office Use, provided such conversion is shown on an approved FDP or site plan and the overall maximum of 1,995,610 square feet of GFA of office and/or other high trip generating uses on the Property is maintained.

Paragraphs 5A, 5B, 5C, and 5E remain unchanged.

[SIGNATURES BEGIN ON NEXT PAGE]

APPLICANT/CO-TITLE OWNER OF
TAX MAP 29-3 ((15)) 7A2, 7C2, 7G PT., 7H PT., 7J, 7K

TMG SOLUTIONS PLAZA LAND, L.P.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
as its general partner

By: Gary E. Block
Its: Managing Director

By: G. David Cheek
Its: President

(SIGNATURES CONTINUE ON NEXT PAGE)

CO-TITLE OWNER OF TAX MAP
TAX MAP 29-3 ((15)) 7A2, 7C2, 7G PT., 7H PT., 7J, 7K

THE BORO I DEVELOPER, L.P.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
as its general partner

By: Gary E. Block
Its: Managing Director

By: G. David Cheek
Its: President

(SIGNATURES CONTINUE ON NEXT PAGE)

CO-TITLE OWNER OF TAX MAP
TAX MAP 29-3 ((15)) 7A2, 7C2, 7G PT., 7H PT., 7J, 7K

THE BORO I-C DEVELOPER, L.L.C.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
as its manager

By: Gary E. Block
Its: Managing Director

By: G. David Cheek
Its: President

(SIGNATURES CONTINUE ON NEXT PAGE)

CO-TITLE OWNER OF TAX MAP
TAX MAP 29-3 ((15)) 7A2, 7C2, 7G PT., 7H PT., 7J, 7K

THE BORO II DEVELOPER, L.P.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
Its general partner

By: Gary E. Block
Its: Managing Director

By: G. David Cheek
Its: President

(SIGNATURES CONTINUE ON NEXT PAGE)

CO-TITLE OWNER OF TAX MAP
TAX MAP 29-3 ((15)) 7A2, 7C2, 7G PT., 7H PT., 7J, 7K

THE BORO II-C DEVELOPER, L.P.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
Its general partner

By: Gary E. Block
Its: Managing Director

By: G. David Cheek
Its: President

(SIGNATURES END)



WALSH COLUCCI
LUBELEY & WALSH PC

Elizabeth D. Baker
Senior Land Use Planner
(703) 528-4700 Ext. 5414
ebaker@thelandlawyers.com

September 7, 2016

Barbara Berlin
Zoning Evaluation Division
Fairfax County Department of Planning and Zoning
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035

Re: Application for Proffered Condition Amendment related to RZ 2010-PR-022
TMG Solutions Plaza Land, L.P. (the "Applicant")
Tax Map 29-3 ((15)) 7A2, 7C2, 7G pt., 7H pt., 7J, and 7K (the "Application
Property")

Dear Ms. Berlin:

This letter serves as a statement of justification for a proposed partial proffered condition amendment application on an approximate 7.97 acres of land subject to RZ 2010-PR-022, also known as The Boro.

The Applicant is TMG Solutions Plaza Land, L.P. ("TMG"), the agent for the owners of the Application Property, which is situated south of Greensboro Drive, between Westpark Drive and Solutions Drive. The Application Property and adjacent land were rezoned from the High Density Office (C-4), Highway Corridor Overlay (HC) and Sign Control Overlay (SC) Districts to the Planned Tysons Corner Urban (PTC), HC and SC Districts on January 12, 2016 with application RZ 2010-PR-022. The Planning Commission approved two Final Development Plans for the Application Property identified as FDP 2010-PR-022-1 and FDP 2010-PR-022-2. FDP 2010-PR-022-1 applies to Parcel 7A2, which is referred to as Block A and part of Block B, while FDP 2010-PR-022-2 applies to Parcels 7C2, 7J and 7K, and is referred to as Block C. The Applicant seeks to amend a proffer related to the amount of office square that can be included in Building B3.

I. Application Property Area

The Application Property has extensive frontage along Westpark Drive, Greensboro Drive and Solutions Drive and enjoys good visibility and easy accessibility to and from the

ATTORNEYS AT LAW

703 528 4700 ■ WWW.THELANDLAWYERS.COM
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359

LOUDOUN 703 737 3633 ■ WOODBRIDGE 703 680 4664

Metro Station. Blocks A and B are approved for predominately residential use, with a significant component of ground level retail and service uses, including a full service Whole Foods grocer. Block C includes office, retail and hotel uses, along with a large public park/plaza. Madison Street is a new local street which separates Block C from Blocks A and B. Boro Place is a new local street that will divide Block A from Block B and serve as the focus of retail development at The Boro.

II. Proposed Amendment

Building B3 is approved as a mid-rise building with retail and service uses located below residential uses. The approved CDP and FDP permits between 80,000 and 115,000 square feet of residential use in Building B3 and 23,000 to 55,000 square feet of retail/service uses within Block B. Prior to the rezoning approval, the Applicant requested approval of flexibility to provide offices in lieu of residential space in Building B3. Proffer 5D was added to provide such flexibility; it reads (underlining added):

A maximum of 1,995,610 square feet of GFA on the Property may be allocated to office uses and/or other high trip generating uses. For the purposes of these Proffers, "other high trip generating uses" shall include a retail sales establishment with greater than 58,000 square feet of GFA, a health club with greater than 63,000 square feet of GFA, and/or a theatre with greater than 45,000 square feet of GFA. Notwithstanding what is shown on the Development Tabulations, the Applicant reserves the flexibility to convert up to an 60,000 square feet of space designated for Residential Use in Blocks A and B to Office Use, provided such conversion is shown on an approved FDP or site plan and the overall maximum of 1,995,610 square feet of GFA of office and/or other high trip generating uses on the Property is maintained.

Now that further market studies have been completed and architectural designs have been refined, it has been determined that to make the office space feasible in Building B3, at least 80,000 square feet of office space is needed. Thus the Applicant seeks to amend Proffer 5D to permit conversion of up to 85,000 square feet of residential to office use. This request would not increase the overall office use in The Boro, nor would it increase the overall GFA of the project. Less office space would be built in other components of The Boro to permit conversion in Building B3. Specifically the revised proffer would read:

A maximum of 1,995,610 square feet of GFA on the Property may be allocated to office uses and/or other high trip generating uses. For the purposes of these Proffers, "other high trip generating uses" shall include a retail sales establishment with greater than 58,000 square feet of GFA, a health club with greater than 63,000 square feet of GFA, and/or a theatre with greater than 45,000 square feet of GFA. Notwithstanding what is shown on the Development Tabulations, the Applicant reserves the flexibility to convert up to an ~~60,000~~85,000 square feet of space designated for Residential Use in Blocks A and B to Office Use, provided such conversion is shown on an approved FDP or site plan

and the overall maximum of 1,995,610 square feet of GFA of office and/or other high trip generating uses on the Property is maintained.

III. Comprehensive Plan Guidance

The Application Property is located in the Tysons Central 7 District of Tysons Corner Urban Center and recommendations for its use and development are guided by Plan for *Transforming Tysons* (the "Plan"). Guidance is provided in both the Areawide Recommendations and in the more site specific Tysons Central 7 - North Subdistrict recommendations. The Plan recommends that Blocks A and B be developed in keeping with the Residential Mixed-Use land use category which is described as primarily residential (on the order of 75%) with a mix of other uses such as office, hotel, arts/civic, and supporting retail and services. Block C is planned for Transit Mixed-Use. This category is described as a balanced mix of retail, office, arts/civic, hotel, and residential uses, with office comprising approximately 65% and residential comprising 20% or more of the total development throughout all Transit Mixed-Use areas.

The proposed proffered condition amendment (PCA) is in keeping with the land use and intensity recommendations of the Plan. The Boro's maximum overall FAR of 5.33 includes an office FAR of 2.50, and would not change with this PCA. It would simply allow office to be located above the retail uses on the south side of Boro Place. It would provide a new style of office space that would be attractive to smaller tenants that seek first class architectural design and space planning in a dynamic mixed use environment.

As always, I appreciate your consideration of this application. Should you require any additional information, please call me.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.



Elizabeth D. Baker
Senior Land Use Planner



County of Fairfax, Virginia

MEMORANDUM

Office of the County Attorney
Suite 549, 12000 Government Center Parkway
Fairfax, Virginia 22035-0064
Phone: (703) 324-2421; Fax: (703) 324-2665
www.fairfaxcounty.gov

DATE: September 15, 2016

TO: Bob Katai, Staff Coordinator
Zoning Evaluation Division
Department of Planning and Zoning

FROM: Jo Ellen Groves, Paralegal 
Office of the County Attorney

SUBJECT: Affidavit
Application No.: PCA 2010-PR-022
Applicant: TMG Solutions Plaza Land, L.P.
PC Hearing Date: 10/5/16
BOS Hearing Date: 10/18/16

REF.: 135241

Attached is an affidavit which has been approved by the Office of the County Attorney for the referenced case. Please include this affidavit dated 9/14/16, which bears my initials and is numbered 135241b, when you prepare the staff report.

Thank you for your cooperation.

Attachment

cc: (w/attach) Domenic Scavuzzo, Planning Technician I (Sent via e-mail)
Zoning Evaluation Division
Department of Planning and Zoning

REZONING AFFIDAVIT

135241b

DATE: September 14, 2016
(enter date affidavit is notarized)

I, Elizabeth D. Baker, agent, do hereby state that I am an
(enter name of applicant or authorized agent)

(check one) [] applicant
[✓] applicant's authorized agent listed in Par. 1(a) below

in Application No.(s): PCA 2010-PR-022
(enter County-assigned application number(s), e.g. RZ 88-V-001)

and that, to the best of my knowledge and belief, the following information is true:

1(a). The following constitutes a listing of the names and addresses of all APPLICANTS, TITLE OWNERS, CONTRACT PURCHASERS, and LESSEES of the land described in the application,* and, if any of the foregoing is a TRUSTEE,** each BENEFICIARY of such trust, and all ATTORNEYS and REAL ESTATE BROKERS, and all AGENTS who have acted on behalf of any of the foregoing with respect to the application:

(NOTE: All relationships to the application listed above in BOLD print must be disclosed. Multiple relationships may be listed together, e.g., Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.)

Table with 3 columns: NAME, ADDRESS, RELATIONSHIP(S). Includes entries for TMG Solutions Plaza Land, L.P. and various developer entities.

- Agents: Gary E. Block, G. David Cheek, David S. Gelfond, Thomas P. Boylan, Bruce S. Lane

(check if applicable) [✓] There are more relationships to be listed and Par. 1(a) is continued on a "Rezoning Attachment to Par. 1(a)" form.

* In the case of a condominium, the title owner, contract purchaser, or lessee of 10% or more of the units in the condominium.
** List as follows: Name of trustee, Trustee for (name of trust, if applicable), for the benefit of: (state name of each beneficiary).

Rezoning Attachment to Par. 1(a)DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

(NOTE): All relationships to the application are to be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.

NAME (enter first name, middle initial, and last name)	ADDRESS (enter number, street, city, state, and zip code)	RELATIONSHIP(S) (enter applicable relationships listed in BOLD above)
The Boro I Developer, L.P. Agents: Gary E. Block G. David Cheek David S. Gelfond Thomas P. Boylan Bruce S. Lane	3 Bethesda Metro Center, #1400 Bethesda, MD 20814	Title Owner of Tax Map 29-3 ((15)) 7A2, 7G pt.
The Boro I-C Developer, L.L.C. Agents: Gary E. Block G. David Cheek David S. Gelfond Thomas P. Boylan Bruce S. Lane	3 Bethesda Metro Center, #1400 Bethesda, MD 20814	Title Owner of Tax Map 29-3 ((15)) 7C2, 7H pt., 7J
The Boro II-C Developer, L.P. Agents: Gary E. Block G. David Cheek David S. Gelfond Thomas P. Boylan Bruce S. Lane	3 Bethesda Metro Center, #1400 Bethesda, MD 20814	Title Owner of Tax Map 29-3 ((15)) 7K

(check if applicable)

There are more relationships to be listed and Par. 1(a) is continued further on a "Rezoning Attachment to Par. 1(a)" form.

Rezoning Attachment to Par. 1(a)DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

(NOTE): All relationships to the application are to be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.

NAME (enter first name, middle initial, and last name)	ADDRESS (enter number, street, city, state, and zip code)	RELATIONSHIP(S) (enter applicable relationships listed in BOLD above)
VIKA, Incorporated Agents: John F. Amatetti Robert R. Cochran P. Christopher Champagne	8180 Greensboro Drive, #200 Tysons, VA 22102	Engineer/Agent
VIKA Virginia, LLC Agents: John F. Amatetti Robert R. Cochran P. Christopher Champagne Franklin E. Jenkins Jeffrey A. Kreps Andrea R. Crossett Joseph D. Amatetti	8180 Greensboro Drive, #200 Tysons, VA 22102	Engineer/Agent
Walsh, Colucci, Lubeley & Walsh, P.C. Agents: Martin D. Walsh Lynne J. Strobel M. Catharine Puskar Sara V. Mariska G. Evan Pritchard Andrew A. Painter Matthew J. Allman Jeffrey R. Sunderland (FORMER) Robert D. Brant Elizabeth D. Baker Inda E. Stagg Amy E. Friedlander	2200 Clarendon Boulevard, Suite 1300 Arlington, VA 22201	Attorneys/Agents Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent Attorney/Agent FORMER Attorney*/Agent Attorney/Agent Planner/Agent Planner/Agent Planner/Agent

*Admitted in New York and California. Admission to Virginia Bar pending.

(check if applicable) There are more relationships to be listed and Par. 1(a) is continued further on a "Rezoning Attachment to Par. 1(a)" form.

Rezoning Attachment to Par. 1(a)

1352416

DATE: September 14, 2016
(enter date affidavit is notarized)

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

(NOTE: All relationships to the application are to be disclosed. Multiple relationships may be listed together, e.g., **Attorney/Agent, Contract Purchaser/Lessee, Applicant/Title Owner**, etc. For a multiparcel application, list the Tax Map Number(s) of the parcel(s) for each owner(s) in the Relationship column.

NAME (enter first name, middle initial, and last name)	ADDRESS (enter number, street, city, state, and zip code)	RELATIONSHIP(S) (enter applicable relationships listed in BOLD above)
KI Greensboro Phase I LLC Agents: Pamela B. Tyrrell Catherine (nmi) Moy	1751 Pinnacle Drive, #700 McLean, VA 22102	Asset Manager/Consultant/Agent

(check if applicable) There are more relationships to be listed and Par. 1(a) is continued further on a "Rezoning Attachment to Par. 1(a)" form.

REZONING AFFIDAVIT

DATE: September 14, 2016
(enter date affidavit is notarized)

134241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number(s))

1(b). The following constitutes a listing*** of the SHAREHOLDERS of all corporations disclosed in this affidavit who own 10% or more of any class of stock issued by said corporation, and where such corporation has 10 or less shareholders, a listing of all of the shareholders, and if the corporation is an owner of the subject land, all of the OFFICERS and DIRECTORS of such corporation:

(NOTE: Include SOLE PROPRIETORSHIPS, LIMITED LIABILITY COMPANIES, and REAL ESTATE INVESTMENT TRUSTS herein.)

CORPORATION INFORMATION

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
The Boro I-C Developer L.L.C.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

DESCRIPTION OF CORPORATION: (check one statement)

- [X] There are 10 or less shareholders, and all of the shareholders are listed below.
[] There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
[] There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

- Members:
The Boro I Office, L.L.C.
The Boro I Theater, L.L.C.

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)

- Meridian Realty Partners I GP, L.L.C., Manager

(check if applicable) [X] There is more corporation information and Par. 1(b) is continued on a "Rezoning Attachment I(b)" form.

*** All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries, must be broken down successively until: (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. In the case of an APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE* of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE* of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed. Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.

Rezoning Attachment to Par. 1(b)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
The Boro I Office, L.L.C.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF SHAREHOLDERS: (enter first name, middle initial, and last name)
TMG Boro I Office REIT, L.L.C. (A real estate investment trust with more than 100 unitholders.)

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name & title, e.g. **President, Vice President, Secretary, Treasurer,** etc.)

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
The Boro I Theater, L.L.C.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)
TMG Boro I Theater REIT L.L.C. (A real estate investment trust with more than 100 unitholders.)

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. **President, Vice-President, Secretary, Treasurer,** etc.)

(check if applicable) There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

Rezoning Attachment to Par. 1(b)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
The Boro I Residential Rental L.L.C.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

DESCRIPTION OF CORPORATION: (check one statement)
 There are 10 or less shareholders, and all of the shareholders are listed below.
 There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
 There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF SHAREHOLDERS: (enter first name, middle initial, and last name)
TMGKI Boro I Residential Rental REIT, L.L.C. (A real estate investment trust with more than 100 unitholders.)

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name & title, e.g. **President, Vice President, Secretary, Treasurer,** etc.)

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
The Boro I Retail L.L.C.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

DESCRIPTION OF CORPORATION: (check one statement)
 There are 10 or less shareholders, and all of the shareholders are listed below.
 There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
 There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)
TMGKI Boro I Retail REIT, L.L.C. (A real estate investment trust with more than 100 unitholders.)

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. **President, Vice-President, Secretary, Treasurer,** etc.)

(check if applicable) There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

Rezoning Attachment to Par. 1(b)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
The Boro I Residential Tower Rental L.L.C.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

DESCRIPTION OF CORPORATION: (check one statement)
[] There are 10 or less shareholders, and all of the shareholders are listed below.
[] There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
[] There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF SHAREHOLDERS: (enter first name, middle initial, and last name)
TMGKI Boro I Residential Tower REIT, L.L.C. (A real estate investment trust with more than 100 unitholders.)

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name & title, e.g. President, Vice President, Secretary, Treasurer, etc.)

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
TMG Boro Phase I Development Aggregator, L.L.C.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

DESCRIPTION OF CORPORATION: (check one statement)
[] There are 10 or less shareholders, and all of the shareholders are listed below.
[] There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
[] There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)
Members: TMG Boro Phase I Development Co-Invest Holdings, L.P., TMG Boro Phase I Development Co-Invest, L.P., Meridian Realty Partners Co-Invest I, L.P. (owns less than 10% of TMG Solutions Plaza Land, L.P., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.), Meridian Realty Partners NUS I, L.P., Meridian Realty Partners TE I, L.P., Meridian Realty Partners H I, L.P., Meridian Realty Holdings I-C, L.P.

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. President, Vice-President, Secretary, Treasurer, etc.)

Manager: Meridian Realty Partners I GP, L.L.C.

(check if applicable) [] There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

Rezoning Attachment to Par. 1(b)

DATE: September 14, 2016
(enter date affidavit is notarized)

135244b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
Meridian Realty Partners I GP, L.L.C.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

Sole Member: Meridian Group Holdings, L.P. (owns less than 10% of TMG Solutions Plaza Land, L.P., TMG Solutions Plaza 3, L.L.C., TMG Solutions Plaza 2, L.L.C., TMG Solutions Plaza 1, L.L.C., The Boro I Developer, L.P., The Boro I-C Developer, L.L.C. and The Boro II-C Developer, L.P.)

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. **President, Vice-President, Secretary, Treasurer,** etc.)

G. David Cheek, President; Bruce S. Lane, EVP; Gary E. Block, Managing Director
Manager: Meridian Group Holdings GP, L.L.C. (owns less than 10% of TMG Solutions Plaza Land, L.P., TMG Solutions Plaza 3, L.L.C., TMG Solutions Plaza 2, L.L.C., TMG Solutions Plaza 1, L.L.C., The Boro I Developer, L.P., The Boro I-C Developer, L.L.C. and The Boro II-C Developer, L.P.)

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)

Walsh, Colucci, Lubeley & Walsh, P.C.
2200 Clarendon Boulevard, Suite 1300
Arlington, VA 22201

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

Wendy A. Alexander	Jay du Von	J. Randall Minchew	Lynne J. Strobel
David J. Bomgardner	William A. Fogarty	Andrew A. Painter	Garth M. Wainman
E. Andrew Burcher	John H. Foote	G. Evan Pritchard	Nan E. Walsh
Thomas J. Colucci	H. Mark Goetzman	M. Catharine Puskar	
Michael J. Coughlin	Bryan H. Guidash	John E. Rinaldi	
Peter M. Dolan, Jr.	Michael J. Kalish	Kathleen H. Smith	

(check if applicable) There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

Rezoning Attachment to Par. 1(b)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
VIKA, Incorporated
8180 Greensboro Drive, Suite 200
Tysons, VA 22102

DESCRIPTION OF CORPORATION: (check one statement)
 There are 10 or less shareholders, and all of the shareholders are listed below.
 There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
 There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)
John F. Amatetti, Charles A. Irish, Jr., Harry L. Jenkins, Robert R. Cochran, Mark G. Morelock, Jeffrey B. Amateau, Kyle U. Oliver, P. Christopher Champagne, Michael D. Benton, Edmund J. Ignacio

=====

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. **President, Vice-President, Secretary, Treasurer, etc.**)

=====

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
VIKA Virginia, LLC
8180 Greensboro Drive, #200
Tysons, VA 22102

DESCRIPTION OF CORPORATION: (check one statement)
 There are 10 or less shareholders, and all of the shareholders are listed below.
 There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
 There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)
John F. Amatetti, Charles A. Irish, Jr., Harry L. Jenkins, Robert R. Cochran, Mark G. Morelock, Jeffrey B. Amateau, Kyle U. Oliver, P. Christopher Champagne, Michael D. Benton, Edmund J. Ignacio

=====

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. **President, Vice-President, Secretary, Treasurer, etc.**)

(check if applicable) There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

Rezoning Attachment to Par. 1(b)

135241b

DATE: September 14, 2016
(enter date affidavit is notarized)

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)

KI Greensboro Phase I LLC
1751 Pinnacle Drive, #700
McLean, VA 22102

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

Manager: Kettler Asset Management, LLC
Member: Robert C. Kettler

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. **President, Vice-President, Secretary, Treasurer, etc.**)

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)

Kettler Asset Management, LLC
1751 Pinnacle Drive, #700
McLean, VA 22102

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

Kettler, Inc.

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. **President, Vice-President, Secretary, Treasurer, etc.**)

(check if applicable) There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

Rezoning Attachment to Par. 1(b)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)
Kettler, Inc.
1751 Pinnacle Drive, #700
McLean, VA 22102

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

Robert C. Kettler

=====

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. **President, Vice-President, Secretary, Treasurer, etc.**)

=====

NAME & ADDRESS OF CORPORATION: (enter complete name, number, street, city, state, and zip code)

DESCRIPTION OF CORPORATION: (check one statement)

- There are 10 or less shareholders, and all of the shareholders are listed below.
- There are more than 10 shareholders, and all of the shareholders owning 10% or more of any class of stock issued by said corporation are listed below.
- There are more than 10 shareholders, but no shareholder owns 10% or more of any class of stock issued by said corporation, and no shareholders are listed below.

NAMES OF THE SHAREHOLDERS: (enter first name, middle initial, and last name)

=====

NAMES OF OFFICERS & DIRECTORS: (enter first name, middle initial, last name, and title, e.g. **President, Vice-President, Secretary, Treasurer, etc.**)

(check if applicable) There is more corporation information and Par. 1(b) is continued further on a "Rezoning Attachment to Par. 1(b)" form.

REZONING AFFIDAVIT

135241b

DATE: September 14, 2016
(enter date affidavit is notarized)

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number(s))

1(c). The following constitutes a listing*** of all of the PARTNERS, both GENERAL and LIMITED, in any partnership disclosed in this affidavit:

PARTNERSHIP INFORMATION

PARTNERSHIP NAME & ADDRESS: (enter complete name, number, street, city, state and zip code)
TMG Solutions Plaza Land, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) [] The above-listed partnership has no limited partners.

NAMES AND TITLE OF THE PARTNERS (enter first name, middle initial, last name, and title, e.g. General Partner, Limited Partner, or General and Limited Partner)

General Partner:
Meridian Realty Partners I GP, L.L.C.

Limited Partners:
The Boro E1, L.P.
The Boro E2, L.P.

(check if applicable) [✓] There is more partnership information and Par. 1(c) is continued on a "Rezoning Attachment to Par. 1(c)" form.

*** All listings which include partnerships, corporations, or trusts, to include the names of beneficiaries, must be broken down successively until: (a) only individual persons are listed or (b) the listing for a corporation having more than 10 shareholders has no shareholder owning 10% or more of any class of stock. In the case of an APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE* of the land that is a partnership, corporation, or trust, such successive breakdown must include a listing and further breakdown of all of its partners, of its shareholders as required above, and of beneficiaries of any trusts. Such successive breakdown must also include breakdowns of any partnership, corporation, or trust owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE* of the land. Limited liability companies and real estate investment trusts and their equivalents are treated as corporations, with members being deemed the equivalent of shareholders; managing members shall also be listed. Use footnote numbers to designate partnerships or corporations, which have further listings on an attachment page, and reference the same footnote numbers on the attachment page.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

Meridian Realty Partners TE I, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partners:

Thrivent Financial for Lutherans (There are in excess of thousands of members in this pension fund, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I-C Developer, L.P. and The Boro II-C Developer, L.P.)

Lane 2006 Dynasty Trust f/b/o F. Leslie Barron, Evan C. Lane and Dana H. Lane

Cheek 2006 Dynasty Trust f/b/o Katherine P. Cheek, Alexander P. Cheek, and Elizabeth K. Cheek

Gary E. Block

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

1352416

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

TMG Boro E1 Holdings, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:
Meridian Realty Partners I GP, L.L.C.

Limited Partners:

TMG Solutions Plaza Co-Invest Holdings,
L.P.

TMG Solutions Plaza Co-Invest A, L.P.
(owns less than 10% of TMG Solutions
Plaza Land, L.P.)

Meridian Realty Partners Co-Invest I, L.P.
(owns less than 10% of TMG Solutions
Plaza Land, L.P. and The Boro II-C
Developer, L.P.)

Meridian Realty Partners TE I, L.P.

Meridian Realty Partners H I, L.P.

Meridian Realty Holdings I-C, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

1352416

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

TMG Solutions Plaza Co-Invest Holdings, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g., **General Partner, Limited Partner, or General and Limited Partner**)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partners:

Alberta Investment Management Corporation (a Canadian public sector pension plan with thousands of members, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

Morgan Stanley AIP Falconer Global Real Estate 2010 LP (There are in excess of thousands of members in this global investment fund, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

1352416

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

Meridian Realty Partners H I, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) [X] The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g., General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partners:

FLAG Real Estate Partners II, L.P. (owns less than 10% of TMG Solutions Plaza Land, L.P.)

Healthcare of Ontario Pension Plan Trust Fund (There are in excess of thousands of members in this pension fund, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

Morgan Stanley AIP Falconer Global Real Estate 2010 LP (There are in excess of thousands of members in this global investment fund, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

(check if applicable) [X] There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

Meridian Realty Holdings I-C, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partners:

Alberta Investment Management Corporation (a Canadian public sector pension plan with thousands of members, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

Alberta Teachers Retirement Fund (There are in excess of thousands of members in this pension fund, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

H.I. USA Real Estate Fund (There are in excess of thousands of members in this global investment fund, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

The Boro I Developer, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partners:

The Boro I Residential Rental L.L.C.

The Boro I Retail L.L.C.

The Boro I Residential Tower Rental,
L.L.C.

The Boro I Residential Condo L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)
The Boro II Developer, L.P. (FORMER)
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partners:

The Boro II-B2, L.P.

The Boro II-B1, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

The Boro II-C Developer, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

TMG Boro II-C Developer Holdings, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)
TMG Boro II-C Developer Holdings, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partners:

TMG Boro Phase II Land Hold Co-Invest
Holdings, L.P.

Meridian Realty Partners Co-Invest I, L.P.
(owns less than 10% of The Boro II-C
Developer, L.P.)

Meridian Realty Partners TE I, L.P.

Meridian Realty Partners H I, L.P.

Meridian Realty Holdings I-C, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

1352416

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

The Boro II-B2, L.P. (FORMER)
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

- TMG Boro II-B2 Holdings, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

The Boro II-B1, L.P. (FORMER)
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

TMG Boro II-B1 Holdings, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

1352416

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

TMG Boro II-B1 Holdings, L.P. (FORMER)
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partners:

TMG Boro Phase II Land Hold Co-Invest Holdings, L.P.

Meridian Realty Partners Co-Invest I, L.P.
(owns less than 10% of The Boro II Developer, L.P.)

Meridian Realty Partners TE I, L.P.

Meridian Realty Partners H I, L.P.

Meridian Realty Holdings I-C, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
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135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)
TMG Boro II-B2 Holdings, L.P. (FORMER)
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partners:

TMG Boro Phase II Land Hold Co-
Invest Holdings, L.P.

Meridian Realty Partners Co-Invest I,
L.P. (owns less than 10% of The Boro
II Developer, L.P.)

Meridian Realty Partners TE I, L.P.

Meridian Realty Partners HI, L.P.

Meridian Realty Holdings I-C, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

1352416

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

The Boro I Residential Condo L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

TMGKI Boro I Residential Condo
Holdings, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
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135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

The Boro E1, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:
Meridian Realty Partners I GP, L.L.C.

Limited Partner:
TMG Boro E1 Holdings, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
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Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)
TMG Boro Phase I Development Co-Invest, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

Alberta Investment Management Corporation (a Canadian public sector pension plan with thousands of members, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

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(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

The Boro E2, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g., **General Partner, Limited Partner, or General and Limited Partner**)

General Partner:
Meridian Realty Partners I GP, L.L.C.

Limited Partner:
TMG Boro E2 Holdings, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

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135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

TMG Boro E2 Holdings, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g., **General Partner, Limited Partner, or General and Limited Partner**)

General Partner:
Meridian Realty Partners I GP, L.L.C.

Limited Partners:

TMG Solutions Plaza Co-Invest
Holdings, L.P.

TMG Solutions Plaza Co-Invest A, L.P.
(owns less than 10% of TMG Solutions
Plaza Land, L.P.)

Meridian Realty Partners Co-Invest I,
L.P. (owns less than 10% of TMG
Solutions Plaza Land, L.P.. and The
Boro II-C Developer, L.P.)

Meridian Realty Partners TE I, L.P.

Meridian Realty Partners H I, L.P.

Meridian Realty Holdings I-C, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241 b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

TMG Boro Phase II Land Hold Co-Invest Holdings, L.P.

3 Bethesda Metro Center, #1400

Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g., **General Partner, Limited Partner, or General and Limited Partner**)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

Alberta Investment Management Corporation (a Canadian public sector pension plan with thousands of members, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

1352416

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

TMGKI Boro I Residential Condo Holdings, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

TMGKI Greensboro Phase I, L.P.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)
TMGKI Greensboro Phase I, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

TMG Boro Phase I Development
Aggregator, L.L.C.

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)
Meridian Realty Partners NUS I, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

Alberta Investment Management Corporation (a Canadian public sector pension plan with thousands of members, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)

TMG Boro Phase I Development Co-Invest Holdings, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

Alberta Investment Management
Corporation (a Canadian public sector
pension plan with thousands of
members, none of whom own more than
10% of TMG Solutions Plaza Land,
L.P. or The Boro I Developer, L.P.)

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a
"Rezoning Attachment to Par. 1(c)" form.

Rezoning Attachment to Par. 1(c)

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number (s))

PARTNERSHIP NAME & ADDRESS: (enter complete name & number, street, city, state & zip code)
TMG Boro Phase I Development Co-Invest, L.P.
3 Bethesda Metro Center, #1400
Bethesda, MD 20814

(check if applicable) The above-listed partnership has no limited partners.

NAMES AND TITLES OF THE PARTNERS: (enter first name, middle initial, last name, and title, e.g.,
General Partner, Limited Partner, or General and Limited Partner)

General Partner:

Meridian Realty Partners I GP, L.L.C.

Limited Partner:

Alberta Investment Management Corporation (a Canadian public sector pension plan with thousands of members, none of whom own more than 10% of TMG Solutions Plaza Land, L.P., The Boro I-C Developer, L.L.C., The Boro I Developer, L.P. and The Boro II-C Developer, L.P.)

(check if applicable) There is more partnership information and Par. 1(c) is continued further on a "Rezoning Attachment to Par. 1(c)" form.

REZONING AFFIDAVIT

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number(s))

1(d). One of the following boxes **must** be checked:

In addition to the names listed in Paragraphs 1(a), 1(b), and 1(c) above, the following is a listing of any and all other individuals who own in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE*** of the land:

Other than the names listed in Paragraphs 1(a), 1(b), and 1(c) above, no individual owns in the aggregate (directly and as a shareholder, partner, and beneficiary of a trust) 10% or more of the **APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE*** of the land.

2. That no member of the Fairfax County Board of Supervisors, Planning Commission, or any member of his or her immediate household owns or has any financial interest in the subject land either individually, by ownership of stock in a corporation owning such land, or through an interest in a partnership owning such land.

EXCEPT AS FOLLOWS: (NOTE: If answer is none, enter "NONE" on the line below.)

NONE.

(check if applicable) There are more interests to be listed and Par. 2 is continued on a "Rezoning Attachment to Par. 2" form.

REZONING AFFIDAVIT

DATE: September 14, 2016
(enter date affidavit is notarized)

135241b

for Application No. (s): PCA 2010-PR-022
(enter County-assigned application number(s))

3. That within the twelve-month period prior to the public hearing of this application, no member of the Fairfax County Board of Supervisors, Planning Commission, or any member of his or her immediate household, either directly or by way of partnership in which any of them is a partner, employee, agent, or attorney, or through a partner of any of them, or through a corporation in which any of them is an officer, director, employee, agent, or attorney or holds 10% or more of the outstanding bonds or shares of stock of a particular class, has, or has had any business or financial relationship, other than any ordinary depositor or customer relationship with or by a retail establishment, public utility, or bank, including any gift or donation having a value of more than \$100, singularly or in the aggregate, with any of those listed in Par. 1 above.

EXCEPT AS FOLLOWS: (NOTE: If answer is none, enter "NONE" on line below.)

- RBDW Avant LLC is owned, in part, by Robert C. Kettler who is the member of KI Greensboro Phase I LLC. KI Greensboro Phase I LLC is the Asset Manager/Consultant for the Applicant as disclosed in Section I(a) of this affidavit. RBDW Avant LLC donated in excess of \$100 to John Cook for Supervisor; however, please note that RBDW Avant LLC is NOT a party to this application.

(NOTE: Business or financial relationships of the type described in this paragraph that arise after the filing of this application and before each public hearing must be disclosed prior to the public hearings. See Par. 4 below.)

(check if applicable) [] There are more disclosures to be listed and Par. 3 is continued on a "Rezoning Attachment to Par. 3" form.

4. That the information contained in this affidavit is complete, that all partnerships, corporations, and trusts owning 10% or more of the APPLICANT, TITLE OWNER, CONTRACT PURCHASER, or LESSEE* of the land have been listed and broken down, and that prior to each and every public hearing on this matter, I will reexamine this affidavit and provide any changed or supplemental information, including business or financial relationships of the type described in Paragraph 3 above, that arise on or after the date of this application.

WITNESS the following signature:

(check one)

[] Applicant

[x] Applicant's Authorized Agent

Elizabeth D. Baker, agent
(type or print first name, middle initial, last name, and title of signee)

Subscribed and sworn to before me this 14 day of September 2016, in the State/Comm. of Virginia, County/City of Arlington.

My commission expires: 11/30/2019

Kimberly K. Follin
Notary Public
KIMBERLY K. FOLLIN
Registration # 283945
Notary Public
COMMONWEALTH OF VIRGINIA

RECEIVED
Department of Planning & Zoning

DEC 23 2015

Zoning Evaluation Division

PROFFERS

RZ 2010-PR-022

December 21, 2015

TMG Solutions Plaza Land, L.P.

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Exhibit 1 – Limit of Proposed Easement

Exhibit 2 – Tysons Library Proffer

PROFFERS

TMG Solutions Plaza Land, L.P.

RZ 2010-PR-022

December 21, 2015

Pursuant to Section 15.2-2303(A) of the Code of Virginia (1950, as amended) and Section 18-204 of the Zoning Ordinance of Fairfax County (1978, as amended), the property owners and the Applicant, for themselves and their successors and/or assigns (hereinafter referred to as the "Applicant"), hereby proffer that the development of the parcels under consideration and shown on the Fairfax County tax maps as Tax Map 29-3 ((15)) 4D1, 4E1, 4F1, 4G, 7A1, 7B1, 7C1, and 7E1 (collectively, the "Property") shall be in accordance with the following conditions if, and only if, Rezoning application 2010-PR-022 (this "Rezoning") is granted.

GENERAL

1. Conceptual Development Plan. The Property shall be developed in substantial conformance with the certain elements of The Boro Conceptual Development Plan ("CDP") dated October 1, 2010 and revised through August 28, 2015, prepared by VIKA, Incorporated, FXFOWLE Architects, LLP, Gensler Architecture, Design & Planning, P.C., Shalom Baranes Associates, P.C., and LandDesign, Inc. The proffered elements of the CDP are limited to the grid of streets, the general location of the points of access, buildings and build-to-lines, the mix of uses, minimum and maximum gross floor area (GFA), minimum and maximum building heights, the general quality and character of the streetscape, the amount and general location and quality of urban park land, and only a future amendment to such elements shall require a subsequent Conceptual Development Plan Amendment ("CDPA") or Proffered Condition Amendment ("PCA"). Other elements of the CDP may be adjusted or modified with approval of future Final Development Plans ("FDPs") in accordance with the provisions set forth in Section 16-402 of the Fairfax County Zoning Ordinance (the "Ordinance").
2. Minor Modifications. Minor modifications to the proffered elements of the CDP may be permitted when necessitated by sound engineering or that may become necessary as part of FDP approval or final site design or engineering, pursuant to Section 16-403(4) of the Ordinance.
3. Declarations/Owners Associations. The Applicant shall cause the recordation of one or more declarations creating an umbrella owners' association ("UOA") and as necessary, condominium owners' associations ("COA") or declarations of covenants and agreements dealing with the governance of maintenance and operation of the Property or other governance documents which will legally bind the Property, (collectively referred to as the "Governance Documents"). Such Governance Documents shall be prepared, be legally effective and recorded prior to the issuance of the first Non-Residential Use

Permit ("Non-RUP") or Residential Use Permit ("RUP") for new construction shown on the CDP. The respective Governance Documents (including budgets provided in any offering or sale materials) shall specify the various proffer and maintenance obligations set forth in these Proffers, including the maintenance of certain streets, associated sidewalks and streetscapes, and site amenities such as, but not limited to, the publicly accessible park areas as well as funding, implementation and monitoring of the TDM program. Purchasers shall be advised in writing of these obligations, and other restrictions, prior to entering into a contract of sale, whether purchasing residential or commercial property.

PROPOSED DEVELOPMENT

4. Existing and Interim Development.

- A. The Property is developed with four existing office buildings which contain approximately 899,440 square feet, a structured parking garage, and surface parking lots (collectively, the "Existing Development"). The Existing Development is shown on Sheets C-4, C-5 and C-6 of the CDP and may remain in operation in its current form. In the event that only a portion of the Property is redeveloped subject to an approved FDP and site plan, the portions of the Property not subject to the FDP may continue in operation as shown on Sheets C-4, C-5 and C-6. The Applicant may make minor modifications to the Existing Development and may secure site plans approvals and building permits for, and make interior and exterior improvements to, the Existing Development shown on Sheets C-4, C-5 and C-6 without the need for a CDPA or FDP.
- B. Any use permitted in the PTC District, exclusive of residential and hotel uses, may also be permitted as a use in the existing buildings subject to the Use Limitations in Section 6-505 of the Ordinance, as may be modified or waived, and the provisions of Paragraph A above.
- C. Commercial off-street parking may be provided on an interim basis in the existing parking areas on the Property without approval of an FDP as described in Proffer 49.

5. Proposed Development.

- A. The maximum gross floor area ("GFA") permitted on the Property is 4,250,000 square feet (the "Proposed Development"). The Proposed Development will supplement and partially replace the Existing Development.
- B. The Proposed Development may include all permitted uses in the Planned Tysons Corner Urban ("PTC") District, subject to limitations in Section 6-505 of the Ordinance, the development tabulations on Sheet C-2A of the CDP (the "Development Tabulations") and these Proffers. However, adult book stores, adult mini motion picture theatres, and commercial nudity establishments shall not be permitted.

- C. The Retail use category provided in the Development Tabulations may include any non-residential use permitted by-right, by special exception or by special permit in the PTC District exclusive of office and hotel uses. Such Retail uses shall be located as generally shown on Sheets A-1.01 and A-1.02 of the CDP as may be refined and adjusted with the FDP for each building as further described in Proffer 6 and shall generally be designed to activate the streetscape as set forth in Proffer 14. Notwithstanding what is shown in the Development Tabulations, the Applicant reserves the right to convert up to an additional 100,000 square feet of designated Office, Residential, and/or Hotel Uses to Retail use, provided such spaces are designated on an approved FDP.
- D. A maximum of 1,995,610 square feet of GFA on the Property may be allocated to office uses and/or other high trip generating uses. For the purposes of these Proffers, "other high trip generating uses" shall include a retail sales establishment with greater than 58,000 square feet of GFA, a health club with greater than 63,000 square feet of GFA, and/or a theatre with greater than 45,000 square feet of GFA. Notwithstanding what is shown on the Development Tabulations, the Applicant reserves the flexibility to convert up to an 60,000 square feet of space designated for Residential Use in Blocks A and B to Office Use, provided such conversion is shown on an approved FDP or site plan and the overall maximum of 1,995,610 square feet of GFA of office and/or other high trip generating uses on the Property is maintained.
- E. Uses allowed by special exception or special permit in the PTC District may be authorized through a separate special exception or special permit process without the need for a PCA or CDPA, as determined by the Zoning Administrator.
6. Final Development Plans. FDPs for the subject site shall be in substantial conformance with the CDP and these proffers. FDPs approved for individual building sites on the Property shall establish the maximum GFA and the minimum and maximum number of residential units for each building within the limits established by these Proffers and the CDP. The specific GFA and number of residential units for each building shall be established at final site plan. If the maximum GFA or maximum number of dwelling units approved with the FDP is less than the maximums shown on the CDP, the excess GFA or dwelling units may be utilized in another building or building(s) within the Property provided: (1) the excess GFA or dwelling units can be accommodated within the maximum building height for the building utilizing the excess GFA or dwelling units as shown on the CDP; (2) the minimum building height for the building providing the excess GFA or dwelling units as shown on the CDP is maintained; and (3) FDP(s) or FDPA(s) for the applicable building(s) transferring and utilizing the excess GFA are approved.

In addition, the following information shall be provided with each FDP.

- A. Tabulations. A tabulation indicating the development status of all property subject to this Rezoning shall be provided with each FDP and site plan submitted for the Property. The tabulation shall include a listing of all existing buildings to remain

and proposed buildings, along with the GFA, uses, final building heights, and parking approved on the CDP, FDP and site plan as may be applicable. The tabulation shall identify the reassignment of any excess GFA (as compared with what was originally shown on the applicable CDP) and shall be updated with each subsequent FDP and site plan approved for the Property.

- B. Tree Canopy Calculations. A tabulation indicating the tree canopy calculations of all property subject to this rezoning to be updated with each subsequent FDP, FDPA and site plan approved for the Property.
- C. TDM Supplement. A copy of the previous TDM Annual Report, if available, to determine progress toward attaining TDM goals and any planned modifications to the TDM program.
- D. Functional Drawings/Sight Distances. Functional drawings to include proposed right-of-way lines associated with public streets; vehicular sight distance lines at all intersections within, and adjacent to, the FDP area overlaid on the Landscape Plan, and details with respect to utilities and/or vegetation conflicts with building entrances and/or intersections as presented on the CDP.
- E. Utilities. Approximate location of existing and proposed utilities to serve the area of the FDP including the location of utility vaults, electrical vaults, stormwater management facilities and related access/maintenance points overlaid on the Landscape Plan. Modifications to the location of utility vaults, electrical vaults, stormwater management facilities and related access/maintenance points shown on the FDP may be with the final site plan approval provided such modifications are made in consultation with the Department of Planning and Zoning ("DPZ"), the Fairfax County Department of Transportation ("FCDOT"), and the Office of Community Revitalization ("OCR").
- F. Proposed Uses. A list of proposed uses and demonstration of how such uses meet the applicable "Use Limitations" of Section 6-505 of the Ordinance.
- G. Architectural Elements. A wind tunnel analysis for buildings proximate to each other that exceed 300 feet in height, as well as specific information on architectural elements as provided in Proffers 10 and 11.
- H. Build-to-Lines. Refinement of the build-to-lines based on proposed uses, location of possible outdoor dining areas, and identification of awnings and canopies that extend beyond the building zone.
- I. Streetscape. A graphic depiction of, and any adjustments to, the activated streetscape elements as provided in Proffer 14 and refinement of, and adjustments to, streetscape elements as provided in Proffer 25.
- J. Garage Treatments. Proposed parking garage façade treatments as provided in Proffer 12.

- K. Loading/Trash/Service Area Treatment. Proposed loading/trash/service area treatments.
 - L. Landscaping. Detailed landscape plans as provided in Proffer 24.
 - M. Streetscape Furnishings. Submission of a "Streetscape Furnishing and Materials Plan" as provided in Proffer 25.
 - N. Interim Conditions. Identification of specific proposed interim conditions within the FDP area and outside the FDP area.
 - O. Phasing. Identification of specific proposed phased improvements in accordance with Proffer 7 and those generally set forth on the phasing-related exhibits provided on Sheets L-11.0 through L-11.7A of the CDP (collectively, the "Phasing Exhibits").
 - P. Parks and Recreation. Specific park details, site amenities and substitute recreation facilities as provided in Proffer 61.
 - Q. Residential Amenities. Specific facilities and amenities to be provided for each residential building.
 - R. Provisions for Bicycles and Buses. Bicycle parking, storage and bicycle lane dimensions as provided in Proffer 40 and Proffer 41, and location and general design of bus shelter(s), if any.
 - S. Parking Spaces. Refinement of the number of parking spaces as provided in Proffer 47; details, to the extent known, as to when tandem spaces and/or valet parking will be utilized; and assuming parking ratios in early phases exceed the maximum ratios allowed, a description and/or tabulation in the statement of justification discussing how the subject FDP and preceding FDPs are achieving the Comprehensive Plan's recommendations for phased parking such that at the build-out of the Property the maximum parking rates are not exceeded as provided in Proffer 48.
 - T. Stormwater Management. Identification of specific stormwater management facilities as provided in Proffer 68 and a tabulation showing the impact of the FDP implementation on the retention and/or reuse of the first inch of rainfall on the Property.
 - U. Fencing. Identification of proposed fencing, walls, screening or barriers serving active recreational uses on roofs (limited to a maximum of 14 feet) and adjacent to streets that exceed seven (7) feet in height.
7. Development Phasing. The Applicant shall construct the grid of streets and provide pedestrian improvements, public parks, private amenities and public facilities on the Property in conjunction with the redevelopment of each building in accordance with the Phasing Exhibits and as further described in these Proffers. Development may proceed in

any order provided that each building provides the phasing conditions depicted on the Phasing Exhibits, except as may be otherwise limited by these Proffers. Where a proffer establishes an obligation that applies to a building or building site, reference to "Applicant" in such proffer shall mean the party undertaking the development of such building. Adjustments to the phasing may be approved with FDP approvals without the requirement for a PCA or CDPA, provided the adjustments do not materially adversely affect the other phases.

In addition, interim improvements as outlined in Proffer 26C shall be substantially complete and in place commensurate with the construction of each building, unless: 1) a site plan for the permanent building to be constructed in the area of the interim improvements has been approved and bonded; or 2) the Zoning Administrator agrees to a later date for completion in keeping with Proffer 72.

8. Fire Marshal Evaluation. The Applicant has coordinated the layouts depicted on the CDP with the Fire Marshal. Changes to the CDP and future FDPs shall be permitted without the requirement for a CDPA in response to the review of site plans by the Fire Marshal, including adjustments to tree locations, the streetscape and perimeter building areas as necessary to allow for required emergency vehicle access, provided such modifications are made in consultation with the Department of Planning and Zoning ("DPZ"), the Fairfax County Department of Transportation ("FCDOT"), and the Office of Community Revitalization ("OCR") and are in substantial conformance with the CDP, FDPs and these Proffers.
9. Festivals, Fairs or Similar Activities. The Applicant, or its designee, shall be permitted to operate festivals, fairs or similar activities, including, without limitation, farmers' markets and food vendors, on the Property, either in the interim surface parking lots or within publicly-accessible privately owned open spaces, including portions of the private streets/pedestrian ways. The Applicant shall coordinate with the Zoning Administrator regarding the issuance or approval of a temporary special permit as may be required under the Zoning Ordinance, which may include the establishment of an annual permit for continuing or seasonal events. In addition, the Applicant reserves the right to periodically close portions of the private transportation network for said activities.

ARCHITECTURAL AND URBAN DESIGN

10. Architecture. The architectural treatment of all buildings within the Proposed Development shall create a sense of identity and place, and shall create human scale through the use of unifying elements such as materials, textures, color, window treatments, decorative details, lighting, and landscaping. Buildings shall be designed with high quality architecture and building materials that, at the time an individual FDP is approved, are typically used on the exterior of Class A office buildings and residential, retail and hotel buildings of a similar quality. The architectural treatment of Building C2 shall ensure that facades have visual interest through techniques to reduce bulk and mass; use of decorative panels, screens, or artwork; or other treatments to be determined with approval of the FDP for Building C2. FDPs shall include a wind tunnel analysis for buildings proximate to each other that exceed 300 feet in height, specific design

information on building materials, architecture, and specific features designed to activate streetscapes.

Each FDP shall specify the building materials, architecture and specific features designed to activate streetscapes as further describe in Proffer 14. Architectural plans, elevations, illustrations, materials and heights may be revised subsequent to CDP and FDP approval as a result of final architectural and engineering design, provided the quality of design remains in substantial conformance with that shown on the CDP and subsequent FDPs and as set forth in these proffers, as determined by DPWES in consultation with DPZ and OCR without the need for a formal administrative determination.

11. Build-to-Lines. Build-to-lines (“BTL”) have been established as depicted on the CDP, to create an urban, pedestrian-oriented environment where buildings are located close to the street and pedestrian/streetscape areas are located between the buildings and the streets. In general, building facades are intended to be configured in such a way as to provide a continuous street wall along this line, but modifications to either side of the BTL shall be permitted provided such are in general conformance with the CDP and are shown on an approved FDP. For example, a canopy/park overlook above the entrance to the Block E garage from Madison Street projects into the streetscape. In general, awnings and other architectural canopies attached to the building frontage that project out from the BTLs shall not extend beyond the building zone, except as may be shown on an approved FDP. At the time of FDP approval, the Applicant shall identify possible locations along the street level for expanded areas for outdoor dining adjacent to cafes and restaurants and shall provide appropriate building zones for such uses as well as the proffered minimum clear zone for the sidewalk. Outdoor dining shall not extend in to the clear pedestrian sidewalk as described in Proffer 25.
12. Parking Structures. Above ground parking shall incorporate uses or screening at the ground level so as to provide a pleasant and attractive design/experience along the streetscape. To that end, new above grade parking structures shall either (1) incorporate an active layer of occupied space, including retail uses, residential dwellings or associated amenity spaces, offices or public uses at the ground level as depicted on the CDP; (2) be architecturally treated as depicted on an approved FDP; or (3) utilize landscaping/green screening, decorative material compatible with the architecture, or wall art to screen the garage areas from street view. Parking structure façade design features and materials shall be depicted on the FDP for review and approval. Alternate garage façade treatments may be permitted with FDP approval.
13. Building Height. Building heights, as measured from the average grade, shall not be less than the minimum heights or greater than the maximum heights identified for each building in the Development Tabulations. Building heights shall be refined with each FDP and the final height shall be determined at the time of site plan approval. To ensure a varied and interesting skyline, Buildings E1 and E2 shall have a minimal height differential of four (4) floors. Structures that are excluded from the maximum height regulations as set forth in Sect. 2-506 of the Ordinance may be constructed to a height not to exceed thirty five (35) feet above the roof level of the top floor of the building. All building penthouses and rooftop structures shall be integrated into the architecture of the

building, and the height and extent of any rooftop penthouse (including any rooftop parapet, wall or fencing in excess of that permitted by the Zoning Ordinance) shall be provided on the FDP.

14. Activated Streetscapes and Ground Floor Elements. Activated streetscapes shall be provided by designing and constructing streetscapes and exterior facades of ground floor areas adjacent to streets as generally described below. Modifications and further refinements may be permitted with the approval of FDPs.
- A. Route 7 shall be designed with:
- (i) a generally continuous eight (8) foot wide open landscape amenity panel with the potential to provide bio-retention adjacent to Route 7 including street trees and medium sized deciduous and evergreen shrubs to provide separation from the travel lanes (an exception being in the area of the bus lay-by as described in Proffer 43);
 - (ii) a ten (10) foot wide clear pedestrian sidewalk;
 - (iii) a variable width building zone, which for portions of the frontage is a minimum of twelve (12) feet wide, with a second row of street trees, stairs/ramps mitigating grade changes, and opportunities for outdoor seating/dining within the building zone (an exception being in the area of the bus lay-by as described in Proffer 43);
 - (iv) the ground floor of Building E2 having an average floor to floor height of 16 feet to accommodate retail and/ or office uses where such uses are shown on the CDP;
 - (v) commercial entries and/or commercial lobbies with recessed and/or welcoming entries incorporating awnings or canopies as appropriate;
 - (vi) functioning entry doors into such applicable uses with a maximum separation of 100 feet or greater if shown on an approved FDP or as may be permitted by the Zoning Administrator;
 - (vii) a minimum of 40% transparent glazing of the street wall up to a height of 12 feet above the adjacent sidewalk with building entrance openings and display windows considered to meet a portion of the transparency guidelines;
 - (viii) the above grade garage between Building E2 and Station Place screened using changes in topography and extensive landscaping;
 - (ix) a small plaza (Media Place) at the corner of Route 7 and Station Place as conceptually shown on Sheet L-5.2 of the CDP but subject to modification at the time of FDP approval; and

- (x) an urban park (Technology Plaza) at Route 7 and Madison Street as conceptually shown on Sheet L-5.2 of the CDP but subject to modification at the time of FDP approval.

B. Westpark Drive between Greensboro Drive and Park Avenue shall be designed with:

- (i) a generally continuous eight (8) foot wide open landscape amenity panel with the potential to provide bio-retention adjacent to Westpark Drive including street trees and medium sized deciduous and evergreen shrubs to provide separation from the travel lanes;
- (ii) interruption of the open landscape amenity panel in the vicinity of the Circulator stop and shelter;
- (iii) an eight (8) foot wide clear pedestrian sidewalk;
- (iv) a variable width building zone (minimum four (4) feet in width) that will provide additional hardscape, opportunities for outdoor seating/dining, and/or landscaped areas adjacent to the building;
- (v) non-residential uses and/or residential lobbies at the corner of Westpark Drive and Greensboro Drive, both corners of Westpark Drive and Boro Place, and the corner of Westpark Drive and Park Avenue with a minimum of 40% transparent glazing up to a height of 12 feet above the adjacent sidewalk. Building entrance openings shall be considered to meet a portion of the transparency guidelines;
- (vi) residential façades to include a percentage of transparent glazed facades typical of windows required for dwelling; and
- (vii) if any individual residential units have direct access to the streetscape, they shall utilize design features to provide interior privacy (such as by having a ground floor elevation above the sidewalk grade).

C. Greensboro Drive shall be designed with:

- (i) an eight (8) foot wide landscape amenity panel adjacent to Greensboro Drive;
- (ii) an eight (8) foot wide clear pedestrian sidewalk;
- (iii) a variable width building zone (minimum four (4) feet in width) that will provide additional hardscape and opportunities for outdoor seating/dining adjacent to ground floor non-residential uses and hardscape/landscaped areas adjacent to residential uses;

- (iv) ground floors along Block A having a minimum floor to floor height of 14 feet and ground floors along Block C having an average floor to floor height of 16 feet to accommodate non-residential uses and/or residential lobbies; and
- (v) entries and lobbies with recessed and/or welcoming entries incorporating awnings or canopies as appropriate.
- (vi) For the block between Solutions Drive and Madison Street, the building facades shall include: functioning entry doors into applicable uses with a maximum separation of 75 feet (with the exception of the hotel use in Building C1), or greater if shown on an approved FDP or as may be permitted by the Zoning Administrator; and a minimum of 40% transparent glazing of the street wall up to a height of 16 feet above the adjacent sidewalk. Building entrance openings shall be considered to meet a portion of the transparency guidelines.
- (vii) For the block between Madison Street and Westpark Drive, the building facades, but not the parking structures and entrances associated with said buildings, shall include: a minimum of 30% transparent glazing of the street wall up to a height of 16 feet above the adjacent sidewalk (with building entrance openings considered to meet a portion of the transparency guidelines); architectural screening of any above grade garages; and screening of the loading/trash/service areas from public view through the use of roll down doors or similar treatment.

D. Solutions Drive shall be designed with:

- (i) a minimum six (6) foot wide landscape amenity panel;
- (ii) a six (6) foot wide clear pedestrian sidewalk;
- (iii) a variable width building zone (minimum four (4) feet in width) that will provide additional hardscape/landscape areas and opportunities for outdoor seating/dining adjacent to the buildings;
- (iv) retail uses at the corners of Greensboro Drive and Park Avenue as shown on the CDP with ground floors having an average floor to floor height of 16 feet to accommodate non-residential uses;
- (v) an at-grade public park/plaza (Atrium Park) between Buildings C2 and C3 as conceptually shown on Sheet L-3.3 of the CDP, but subject to modification at the time of FDP approval;
- (vi) screening of any above grade parking structure along Solutions Drive with architectural systems designed to limit or block views into the garage spaces; and

- (vii) screening of the loading/trash/service areas from public view through the use of roll down doors or similar treatment.

E. Park Avenue from Westpark Drive to Solutions Drive shall be designed with:

- (i) an eight (8) foot wide landscape amenity panel;
- (ii) an eight (8) foot wide clear pedestrian sidewalk;
- (iii) a variable width building zone (minimum four (4) feet in width) adjacent to buildings (not park spaces) that provides additional hardscape adjacent to ground floor non-residential uses with opportunities for outdoor seating/dining and hardscape/landscaped areas adjacent to residential uses;
- (iv) the ground floor of Building C3 having an average floor to floor height of 16 feet and a minimum of 40% transparent glazing of the street wall up to a height of 16 feet above the adjacent sidewalk. Building entrance openings shall be considered to meet a portion of the transparency requirements;
- (v) the ground floors of Buildings B1 and, B2 having an average floor to floor height of 16 feet and a minimum of 35% transparent glazing of the street wall with building entrance openings shall be considered to meet a portion of the transparency requirements; and
- (vi) screening of the loading/trash/service areas from public view through the use of roll down doors or similar treatment.

F. Park Avenue from Solutions Drive to Station Place shall be designed with

- (i) a four (4) to six (6) foot wide clear pedestrian sidewalk (varies due to existing transformer and fire exit stairs); and.
- (ii) a streetscape treatment in the area of Ideation Park as shown on Sheet L5.2 of the CDP.

In the event the Park Avenue alignment is shifted northward in the future, the Applicant shall reconstruct the streetscape on its Property in keeping with the Urban Design Guidelines, to the degree feasible.

G. Madison Street shall be designed with:

- (i) a minimum six (6) foot wide landscape amenity panel;
- (ii) a six (6) foot wide clear pedestrian sidewalk;
- (iii) a variable width building zone (minimum four (4) feet in width) adjacent to buildings (not park spaces) that will provide additional hardscape

adjacent to ground floor non-residential uses and hardscape/landscaped areas adjacent to residential uses;

- (iv) a streetscape treatment in the area of Technology Plaza, Magnetic Park and in front of Building C1 entrance as shown on Sheets L-5.1 and L-5.2 of the CDP;
- (v) non-residential uses and/or residential lobby/amenity uses as shown on the CDP with a minimum of 40% of the retail/hotel/lobby/amenity façades constructed with transparent glazing up to a height of 16 feet above the adjacent sidewalk. Building entrance openings shall be considered to meet a portion of the transparency requirements;
- (vi) residential facades to include a percentage of transparent glazed facades typical of windows required for dwelling units;
- (vii) if any individual residential units have direct access to the streetscape, they shall utilize design features to provide interior privacy (such as by having a ground floor elevation above the sidewalk grade);
- (viii) screening of the loading/trash/service areas from public view through the use of roll down doors or similar treatment; and
- (ix) screening of the above grade parking structures with a combination of architectural systems designed to limit or block views into the garage spaces, changes in topography and/or extensive landscaping.

H. Boro Place shall be designed with:

- (i) a minimum eight (8) foot wide landscape amenity panel, which may accommodate outdoor dining between the street trees;
- (ii) an eight (8) foot wide clear pedestrian sidewalk;
- (iii) a variable width building zone (minimum four (4) feet in width) adjacent to buildings that will provide additional hardscape adjacent to ground floor non-residential uses and may accommodate outdoor seating/dining;
- (iv) the ground floors of Buildings A3 and B3 having an average floor to floor height of 16 feet to accommodate ground floor non-residential uses;
- (v) functioning entry doors into applicable uses with a maximum separation of 75 feet, or greater if shown on an approved FDP or as may be permitted by the Zoning Administrator; and
- (vi) a minimum of 40% transparent glazing of the street wall up to a height of 16 feet above the adjacent sidewalk. Building entrance openings shall be considered to meet a portion of the transparency requirements.

- I. Station Place (western side in its ultimate condition) shall be designed with:
- (i) a five (5) foot wide landscape amenity panel;
 - (ii) an eight (8) foot wide clear pedestrian sidewalk, except at fire exit stairs;
 - (iii) a streetscape treatment in the area of Media Place as shown on Sheet L5.2 of the CDP; and
 - (iv) screening of the loading/trash/service areas from public view through the use of roll down doors or similar treatment.
15. Hotel Arrival Areas. Buildings B2 and C1 include options for both hotel and residential uses. At the time of FDP(s) for Buildings B2 and C1, the use of the building(s) shall be defined. The Applicant shall provide details for the each building's entrance and may propose to alter the entrance/drop-off area associated with each building to meet the needs of the building use, without the need for a CDPA.
16. Telecommunications Equipment. Telecommunications equipment may be placed on the proposed residential and non-residential buildings' rooftops. Any such facilities must comply with the applicable requirements of the Ordinance and be screened and/or setback sufficiently from the perimeter of the roof and penthouse such that they are not visible from the surrounding streets at street level. Other screening measures may be used such as including the facilities as part of the architecture of the buildings, utilizing compatible colors, or employing telecommunication screening material and flush mounted antennas. Telecommunication equipment may also be architecturally integrated onto the facades of the buildings where necessary to ensure on-street and/or open space coverage.
17. Blocks A, B and C Loading/Trash/Service Area.
- A. Particular care shall be taken to mitigate the view of the loading/trash/service area serving these blocks along Westpark Drive, Park Avenue, Greensboro Drive and Solutions Drive and ensure that the loading area can accommodate safe and convenient pedestrian passage. The architectural treatment and integration of the loading door shall be in general conformance with the character shown on the CDP, or as may be refined at the time of FDP approval. At the time of FDP submission for buildings within these blocks, the Applicant shall provide detailed designs for the loading door treatment and demonstrate the door's integration with the first floor and general façade architectural detailing of the building in keeping with the design character shown on the CDP. At the time of FDP submission, the Applicant shall make efforts to minimize the width of the loading door to the extent feasible, without the need for a PCA or CDPA. The FDP shall also include details of the streetscape treatment (paving patterns, bollards, signage) designed to provide visual cues to the pedestrian of the potential loading activity.
 - B. At the time of FDP submission for Building C1, the Applicant shall consider an alternate loading location to the Solutions Drive loading shown on the CDP. Should an alternate location be identified that is mutually acceptable to the

Applicant, the County and VDOT, the Applicant shall provide loading for Building C1 in the alternate location, close one of the loading areas on Solutions Drive, and retrofit the loading area in to retail space. Such relocation of the loading for Building C1 shall not require a PCA or CDPA.

BUILDING PRACTICES

18. Residential Building Certifications.

- A. The Applicant shall include, as part of the building plan submission for any residential building to be constructed on the Property, a list of specific credits within the project's registered version of the U.S. Green Building Council's Leadership in Energy and Environmental Design New Construction ("LEED@-NC") rating system, or other LEED rating system determined to be applicable by the U.S. Green Building Council ("USGBC"), or its equivalent (as determined by the Applicant and Fairfax County), that the Applicant anticipates attaining. All references herein to LEED-NC include both LEED-NC or its equivalent as determined by the Applicant and the County and all references to USGBC include the applicable equivalent agency.

Except as otherwise provided below in Paragraph E as an alternative, a LEED or equivalent-accredited professional (the "LEED-AP") who is also a professional engineer or architect shall provide certification statements at the time of building plan review confirming that the items on the list will meet at least the minimum number of credits necessary to attain LEED-NC certification of the building.

- B. The Applicant shall designate the Chief of Environment and Development Review Branch ("EDRB") of DPZ as a team member in the USGBC's LEED Online system. This team member will have privileges to review the project status and monitor the progress of all documents submitted by the project team, but will not be assigned responsibility for any LEED credits and will not be provided with the authority to modify any documentation or paperwork.
- C. Prior to building plan approval for the building to be constructed, the Applicant shall post a "green building escrow" in the form of cash or a letter(s) of credit from a financial institution acceptable to DPWES as defined in the Fairfax County Public Facilities Manual ("PFM"), in the amount of \$2.00/square foot of GFA, as shown on the approved site plan. This green building escrow shall be in addition to and separate from other bond requirements and will be released upon demonstration of attainment of LEED-NC certification, by the USGBC, under the project's registered version of the LEED-NC rating system or other LEED rating system determined, by the USGBC, to be applicable to each building. The provision to EDRB of documentation from the USGBC that each building has attained LEED-NC certification will be sufficient to satisfy this commitment.
- D. At the time LEED-NC certification is demonstrated to EDRB, the escrowed funds and/or letter(s) of credit shall be released to the Applicant.

If prior to bond extension, reduction or final bond release for the applicable building site, whichever occurs first, the Applicant provides to EDRB documentation demonstrating that LEED-NC certification for the building has not been attained but that the building has been determined by the USGBC to fall within three (3) points of attainment of LEED-NC certification, 50% of the green building escrow will be released to the Applicant; the other 50% will be released to Fairfax County and will be posted to a fund within the County budget supporting implementation of county environmental initiatives. If the certification is still in progress at the time of application for bond extension or reduction, which given the construction timelines associated with the Proposed Development there is the potential for multiple bond extensions or reductions prior to the Proposed Development's completion, the time frame for the provision of the documentation described above shall be automatically extended to the time of the next bond extension or reduction. However, the documentation must be provided prior to the final bond release for the applicable building site.

If prior to bond extension, reduction or final bond release for the applicable building site, whichever occurs first, the Applicant fails to provide documentation to EDRB demonstrating attainment of LEED-NC certification or the Applicant provides documentation demonstrating that the building has fallen short of LEED-NC certification by three (3) points or more, the entirety of the escrow for that building will be released to Fairfax County and will be posted to a fund within the County budget supporting implementation of County environmental initiatives. If the certification is still in progress at the time of application for bond extension or reduction, which given the construction timelines associated with the Proposed Development there is the potential for multiple bond extensions or reductions prior to the Proposed Development's completion, the time frame for the provision of the documentation described above shall be automatically extended to the time of the next bond extension or reduction. However, the documentation must be provided prior to the final bond release for the applicable building site.

- E. As an alternative to the actions outlined in the Paragraphs A, C and D above, the Applicant may choose at its sole discretion to pursue a certification level higher than LEED-NC, in which case the LEED-AP will provide certification statements at the time of building plan review confirming that the items on the list of specific credits will meet at least the minimum number of credits necessary to attain LEED-NC Silver certification.

Prior to building plan approval for the building to be constructed, the Applicant shall submit documentation to EDRB, regarding the USGBC's preliminary review of design-oriented credits in the LEED program. This documentation will demonstrate that the building is anticipated to attain a sufficient number of design-related credits that, along with the anticipated construction-related credits, will be sufficient to attain LEED-NC Silver certification. Under this alternative, the Applicant is not required to provide a "green building escrow" unless the Applicant fails to provide the above referenced documentation that the building is anticipated to attain LEED-NC Silver certification.

Prior to final bond release of each building site, the Applicant shall submit documentation to EDRB, confirming the status of LEED certification.

- F. As an alternative to the actions outlined in the Paragraphs A, C, D and E above, if applicable and if the project meets the eligibility criteria for the rating system, the Applicant may select, subject to EDRB approval, an alternate residential rating system such as Earth Craft, or the 2012 National Green Building Standard (NGBS) using the ENERGY STAR® Qualified Homes path for energy performance that may be implemented without an escrow. If one of the alternate residential rating systems listed herein is selected as an alternative to the previous paragraphs, the Applicant shall note the selected system and provide a completed checklist of the anticipated options to be pursued for the specified rating system at the time of site plan and building plan review. The Applicant shall demonstrate attainment of the selected certification from a rater recognized through the selected process prior to the bond extension, reduction or final bond release of each building site, whichever occurs first. If the certification is still in progress at the time of application for bond extension or reduction, which given the construction timelines associated with the Proposed Development there is the potential for multiple bond extensions or reductions prior to the Proposed Development's completion, the time frame for the provision of the documentation described above shall be automatically extended to the time of the next bond extension or reduction. However, the documentation must be provided prior to the final bond release for the applicable building site.

19. Non-Residential Building Certifications.

- A. The Applicant shall include, as part of the building plan submission for any non-residential building to be constructed on the Property, a list of specific credits within the project's registered version of the U.S. Green Building Council's Leadership in Energy and Environmental Design Core and Shell ("LEED®-CS") rating system, or other LEED rating system determined to be applicable by the USGBC, or its equivalent (as determined by the Applicant and Fairfax County), that the Applicant anticipates attaining. All references herein to LEED-CS include both LEED-CS or its equivalent as determined by the Applicant and the County and all references to USGBC include the applicable equivalent agency.

Except as otherwise provided below in Paragraph E as an alternative, the LEED-AP shall provide certification statements at the time of building plan review confirming that the items on the list will meet at least the minimum number of credits necessary to attain LEED-CS Silver certification of the building.

- B. The Applicant shall designate the Chief of EDRB as a team member in the USGBC's LEED Online system. This team member will have privileges to review the project status and monitor the progress of all documents submitted by the project team, but will not be assigned responsibility for any LEED credits and

will not be provided with the authority to modify any documentation or paperwork.

- C. Prior to building plan approval for the building to be constructed, the Applicant shall post a "green building escrow" in the form of cash or a letter(s) of credit from a financial institution acceptable to DPWES as defined in the PFM, in the amount of \$2.00/square foot of GFA, as shown on the approved site plan. This green building escrow shall be in addition to and separate from other bond requirements and will be released upon demonstration of attainment of LEED-CS Silver certification, by the USGBC, under the project's registered version of the LEED-CS rating system or other LEED rating system determined, by the USGBC, to be applicable to each building. The provision to EDRB of documentation from the USGBC that each building has attained LEED-CS Silver certification will be sufficient to satisfy this commitment.
- D. At the time LEED-CS Silver certification is demonstrated to EDRB, the escrowed funds and/or letter(s) of credit shall be released to the Applicant.

If, prior to bond extension, reduction or final bond release for the applicable building site plan, whichever occurs first, the Applicant provides to EDRB documentation demonstrating that LEED-CS Silver certification for the building has not been attained but that the building has been determined by the USGBC to fall within three (3) points of attainment of LEED-CS Silver certification, 50% of the green building escrow will be released to the Applicant; the other 50% will be released to Fairfax County and will be posted to a fund within the County budget supporting implementation of county environmental initiatives. If the certification is still in progress at the time of application for bond extension or reduction, which given the construction timelines associated with the Proposed Development there is the potential for multiple bond extensions or reductions prior to the Proposed Development's completion, the time frame for the provision of the documentation described above shall be automatically extended to the time of the next bond extension or reduction. However, the documentation must be provided prior to the final bond release.

If prior to bond extension, release or final bond release for the applicable building site plan, whichever occurs first, the Applicant fails to provide documentation to the EDRB demonstrating attainment of LEED-Silver certification or the Applicant provides documentation demonstrating that the building has fallen short of LEED-CS Silver certification by three (3) points or more, the entirety of the escrow for that building will be released to Fairfax County and will be posted to a fund within the County budget supporting implementation of County environmental initiatives. If the certification is still in progress at the time of application for bond extension or reduction, which given the construction timelines associated with the Proposed Development there is the potential for multiple bond extensions or reductions prior to the Proposed Development's completion, the time frame for the provision of the documentation described above shall be automatically extended to the time of the next bond extension or

reduction. However, the documentation must be provided prior to the final bond release.

- E. As an alternative to the actions outlined in the Paragraphs A, C and D above, the Applicant may choose at its sole discretion to pursue a certification higher than LEED-CS Silver, in which case the LEED-AP will provide certification statements at the time of building plan review confirming that the items on the list of specific credits will meet at least the minimum number of credits necessary to attain LEED-CS Gold pre-certification.

Prior to building plan approval for the building to be constructed, the Applicant shall submit to EDRB documentation from the USGBC demonstrating that LEED Gold precertification under the Core and Shell program has been attained for that building. Under this alternative, the Applicant is not required to provide a "green building escrow" unless the Applicant fails to provide the above referenced documentation that the building is anticipated to attain LEED-CS Gold certification.

However, if the Applicant is unable to provide the precertification documentation prior to the building permit approval but does anticipate receiving the documentation prior to the attainment of the certification, the Applicant may, prior to the issuance of the building permit, post an escrow identical to the one described in Paragraph C above. This escrow will be released upon submission of the documentation to EDRB from the USGBC demonstrating that the building is anticipated to attain a sufficient number of credits to attain LEED Gold certification.

20. Energy Sustainability. To promote efficient, renewable and sustainable energy practices, the Applicant shall provide the following:
- A. Electric Vehicle Charging Infrastructure. A minimum of four (4) electric vehicle recharging station that serves eight (8) parking spaces and conduit to facilitate additional future recharging stations in each parking garage.
 - B. Energy and Water Data. To the extent there are master electric, gas and water meters for entire buildings, upon request by the County the Applicant shall provide to the County aggregated non-proprietary energy and water consumption data, as practicable, for each building and the entire Property.
21. Noise Attenuation. The Applicant has submitted a Traffic Noise Analysis and Mitigated Noise Analysis of the Property prepared by Phoenix Noise & Vibration, LLC dated April 21, 2011. The analysis indicates that projected traffic noise will be greater than a day-night averaged noise level ("Ldn") of 65 decibels ("dBA") for some residential buildings exposed to Route 7, Westpark Drive, Greensboro Drive and the elevated Metrorail. The Applicant shall submit refined interior noise studies, prepared by a qualified acoustical consultant, at the time of building plan submission(s) to determine exactly what, if any, noise attenuation measures are needed reduce the interior DNL to no more 45 dBA for

residential and hotel buildings. Such studies shall be submitted to EDRB for approval and to DPWES for information only and shall additionally notify the Chief of EDRB by letter that such submission has been made. Failure by the EDRB to review and respond to the Applicant within 60 days of receipt of a refined interior noise study shall be deemed approval of such study. Based on the findings of the studies, the Applicant shall show noise impacted areas on the site plan(s) and shall construct the applicable building(s) with the appropriate noise attenuation measures and materials to ensure compliance with the interior DNL limit of 45 dBA for residential or hotel units or 50 dBA for office development.

Based on the findings of the refined interior noise studies, the Applicant shall provide the following noise attenuation measures, unless otherwise modified by the findings of the refined interior noise studies.

- A. In order to reduce interior noise to a level of approximately 45 dBA Ldn, dwelling units and hotel units anticipated by the studies to be impacted by traffic noise having levels projected to be between 65 and 70 dBA Ldn shall be constructed with the following acoustical measures:
- (i) Exterior walls shall have a laboratory sound transmission class (STC) rating of at least 39.
 - (ii) Doors and glazing shall have a laboratory STC rating of at least 28 unless glazing constitutes more than 20% of any residential façade exposed to noise levels of 65 to 70 dBA Ldn. If glazing constitutes more than 20% of an exposed residential façade, then the glazing shall have a STC rating of up to 39 as dictated by the percent of glass.
 - (iii) All surfaces shall be sealed and caulked in accordance with methods approved by the American Society for Testing and Materials ("ASTM") to minimize sound transmission.
- B. In order to reduce interior noise to a level of approximately 45 dBA Ldn, dwelling units and hotel units anticipated by the studies to be impacted by traffic noise through windows and walls having levels projected to be between 70 and 75 dBA Ldn shall employ the following acoustical measures:
- (i) Exterior walls shall have a laboratory sound transmission class (STC) rating of at least 45.
 - (ii) Doors and glazing shall have a laboratory STC rating of at least 37 unless glazing constitutes more than 20% of any residential façade exposed to noise levels of up to 75 dBA Ldn. If glazing constitutes more than 20% of an exposed residential façade, then the glazing shall have a STC rating of up to 45 as dictated by the percent of glass.
 - (iii) All surfaces shall be sealed and caulked in accordance with methods approved by ASTM to minimize sound transmission.

- C. In order to reduce interior noise to a level of approximately of 50 dBA Ldn, office units anticipated by the studies to be impacted by traffic noise levels projected to be between 70 and 75 dBA Ldn shall be constructed with the following acoustical measures:
- (i) Exterior walls shall have a laboratory sound transmission class (STC) rating of at least 39.
 - (ii) Doors and glazing shall have a laboratory STC rating of at least 28 unless glazing constitutes more than 20% of any façade exposed to noise levels of 70 to 75 dBA Ldn. If glazing constitutes more than 20% of an exposed façade, then the glazing shall have a STC rating of up to 39 as dictated by the percent of glass.
 - (iii) All surfaces shall be sealed and caulked in accordance with methods approved by the ASTM to minimize sound transmission.
22. Notification of Exterior Noise Levels. The Applicant shall notify potential tenants or purchasers of individual residential units with balconies, either in the lease or sales contract, that exterior noise levels may exceed 65 dBA, as may be applicable, which is the policy established by Fairfax County for outdoor recreation in residential areas impacted by high noise levels.
23. Bird-Friendly Design Elements. In an effort to reduce bird injury and death due to in-flight collisions with buildings, the Applicant shall include one or more bird friendly design elements, as determined by the Applicant, in the architectural plans of each building on the Property. The bird friendly design elements may include, but not be limited to, the use of color, texture, opacity, fritting, frosting, patterns, louvers, screens, interior window treatments, or ultraviolet materials that are visible to birds, the angling of outside lights, curbing of excessive or unnecessary night-time illumination in commercial buildings, reduction of bird attracting vegetation, the use of decoys, and breaking of glass swaths. Upon the issuance of a building permit for each building, the provisions of this Proffer shall be deemed satisfied as to such building.

SITE DESIGN AND AMENITIES

24. Conceptual Landscape Plan. The CDP includes a conceptual landscape plan for the Property consisting of an overall plan and details regarding streetscapes, plazas, publicly accessible park areas, courtyards and private amenity areas. As part of subsequent FDP approvals, more detailed landscape plans for each building phase shall be provided in general conformance with the concepts included on Sheets L-5.1 and L-5.2 with adjustments permitted so long as the quality of the landscaping remains consistent with that shown on the CDP.

As part of the site plan submission for each building phase, the Applicant shall submit to the Urban Forestry Division of the DPWES for review and approval a detailed landscape plan that is in substantial conformance with the quantity and quality of plantings and

materials landscaping shown on the approved FDP, and shall include, among other things, irrigation information, design details for tree wells and other similar planting areas on structures and along streets. These details shall include the composition of planting materials, methods for providing suspended pavement over tree root zones to prevent soil compaction, and methods for ensuring the viability of plantings on structures. Adjustments to the type and location of plantings shall be permitted to avoid conflicts with utilities and other site engineering considerations.

25. Streetscaping. Streetscaping shall be installed throughout the Property as conceptually illustrated on Sheets L-10.0 through L-10.3. Streetscape elements shall include: a landscape amenity panel located immediately behind the face of curb; a clear pedestrian sidewalk adjacent to the landscape amenity panel; and a building zone between the pedestrian sidewalk and the face of the building that is designed to allow access to the building, and/or additional landscaping adjacent to residential uses and also storefront browsing, outdoor display, outdoor dining, and similar uses adjacent to Retail uses. Streetscaping elements may be adjusted at the time of FDP approval provided the quality of the streetscape and minimum clear sidewalks are consistent with that shown on the CDP.
- A. Street Trees. Tree planting sites are set forth on the CDP, subject to revisions as may be approved on the FDP, at site plan review by the UFMD or necessitated by providing bus stop shelters, clear zone requirements, etc. The Applicant shall retain the services of a certified arborist or Registered Consulting Arborist to monitor the design and inspect the planting of the street trees and shall notify UFMD in writing or by electronic mail no later than three business days prior to tree pit construction to allow for County inspection. Where minimum planting widths of 8 feet are not provided, structural cell technology, or other measures acceptable to UFMD, shall be used to satisfy the following specifications for all planting sites:
- (i) A minimum of 4 feet open surface width and 16 square feet open surface area for Category III and Category IV trees, with the tree located in the center of the open area, or as an option a grated covering of the open surface area as may be approved with the FDP;
 - (ii) A minimum rooting area of 8 feet wide (may be achieved with techniques to provide un-compacted soil below hardscape areas within the pedestrian realm), with no barrier to root growth within four feet of the base of the tree;
 - (iii) A minimum soil depth of four (4) feet as measured to the shallow most point of the tree pit as more specifically depicted in the tree planting details found on Sheets L-12.0 through L-12.4 of the CDP;
 - (iv) Minimum soil volume for Category III and Category IV trees (as defined in Table 12.19 of the PFM) shall be 700 cubic feet per tree for single trees, but may be reduced where utility locations preclude meeting such

requirement. Soil volume shall be as close to 700 cubic square feet as possible, given the specific circumstances; and no less than 400 cubic feet. For two trees planted in a contiguous planting area, a total soil volume of at least 600 cubic feet per tree shall be provided. For three or more trees planted in a contiguous area, the soil volume shall equal at least 500 cubic feet per tree. A contiguous area shall be any area that provides root access and soil conditions favorable for root growth throughout the entire area.

- (v) Soil specifications in planting sites shall be provided in the planting notes to be included in all site plan submissions;
- (vi) All shade trees shall be a maximum of 3 inches in caliper at the time of planting unless otherwise approved by UFMD; all flowering trees shall be a minimum of 2 inch caliper at the time of planting; and all new evergreen trees shall be a minimum of eight (8) feet in height at the time of planting; and,
- (vii) Street trees planted within existing utility easements that are removed to facilitate repairs of utilities in these easements shall be replaced.

B. Non-Invasive Plant Materials. Invasive species, as defined by the PFM, shall not be used within the streetscape and landscaped open space areas.

C. Utility Locations. Utilities, including, but not limited to water, sanitary sewer and storm sewer utility lines, shall be installed within the street network to the maximum extent feasible as determined by DPWES or shall be placed in locations that do not conflict with the landscaped open space areas and streetscape elements shown on the CDP and/or subsequent FDP as determined by DPWES. If there is no other option, utilities may be placed within open space or streetscape areas provided that the long-term health of trees and other plantings is ensured by the provision of sufficient soil volume as shown on the CDP, as determined by the UFMD. A conceptual utility plan shall be overlaid on the landscape plan submitted in the FDP. Adjustments to the type and location of plantings and the use of raised planters shall be permitted to avoid conflicts with utilities and other site engineering considerations. If at the time of site plan approval, street trees shown on the FDP are in conflict with existing or proposed utilities and alternative locations for the street trees satisfactory to UFMD cannot be accommodated, the Applicant shall modify the location of utilities to ensure that the trees shown on the FDP can be provided.

Maintenance access points to SWM Facilities and electric vaults beneath the streetscape shall be located outside of the clear pedestrian walkway zone of the streetscape to the extent feasible. If the access points must be located in the walkway zone, they shall be designed as a lift out panel with the same paving materials as the walkway (subject to ADA requirements), be flush with the walkway, and meet ADA accessibility requirements. These maintenance points shall be shown on each FDP.

- D. Sight Distance Considerations. Sight distance requirements shall be provided with the landscape plan submitted with each FDP, so as to identify and avoid conflicts with street tree locations. If determined at the time of site plan review that street tree locations conflict with sight distance requirements, the Applicant shall investigate whether limited pruning or minor adjustments to the locations of street trees will alleviate sight distance concerns. In the event VDOT does not approve the tree locations even after the changes anticipated above, the Applicant shall be permitted to relocate the affected street tree without the need for confirmation from DPZ, subject to approval by UFMD. If the deleted street tree(s) result in a tree canopy below 10% on the Property, the street tree(s) must be accommodated in another location on the Property, as approved by DPZ in consultation with UFMD.
- E. Streetscape Furnishings, Materials and Lighting. Unified and high quality streetscape materials shall be provided and may include, but not be limited to, unit pavers, seat walls, tree space edging, lighting, traffic signal poles, benches, trash receptacles and other hardscape elements. A Streetscape Furnishing and Materials Plan shall be provided as part of all FDPs. These plans shall include general product information and approximate locations of furnishings and materials to be located in the streetscape between the building face and the curb, and in other public realm open spaces. Materials, furnishings, and lighting shall be compatible with those already identified in the Tysons Corner Urban Design Guidelines ("UDG") dated January 24, 2012, as may be amended and or modified and shall be coordinated with any streetscape design efforts put forth by the Tysons Partnership, but shall not be subject to approval by Tysons Partnership.
- All streetscape lighting shall be energy efficient. All on-site, outdoor and parking garage lighting shall not exceed that permitted under the Outdoor Lighting Standards of Section 14-900 of the Ordinance. All parking lot and building mounted security lighting shall utilize full cut-off fixtures. Recessed lighting shall be directionally shielded to mitigate the impact on the adjacent properties.
- F. Signage and Wayfinding. Signage for the Property shall be provided in accordance with the requirements of Article 12 of the Ordinance. Alternatively, the Applicant may seek approval of a Comprehensive Sign Plan ("CSP"). The placement of all signage on existing/planned public streets shall be coordinated with VDOT for review and approval. Wayfinding signage and elements may be provided as part of a larger CSP for the Tysons area. Such wayfinding signage shall be coordinated with the Tysons Partnership so to facilitate a consistent wayfinding and signage system, but shall not be subject to approval by Tysons Partnership. Wayfinding shall provide direction to locations of prominent attractions, parks, cultural arts destinations, and other public amenities.
- G. Maintenance. The Applicant or UOA shall maintain and replace in-kind all pedestrian realm elements within the Proposed Development. The pedestrian realm includes all areas between the back of curb and the back of the building

zone whether located within the public right-of-way or on private land with public access easements. The Applicant shall enter into the appropriate agreement, in a form approved by the Office of the County Attorney, with the County (or other public entity, as needed) to permit the Applicant to perform such maintenance. An alternative maintenance agreement, such as a Business Improvement District, may be entered into upon written agreement of both the County and the Applicant without the requirement for a PCA. Maintenance commitments include, but are not limited to:

- (i) All plantings including trees, shrubs, perennials, and annuals;
- (ii) All associated irrigation elements;
- (iii) All hard surfaces;
- (iv) All streetscape furnishings including benches, bike racks, trash and recycling receptacles and non-standard structures;
- (v) All lighting fixtures, poles and brackets;
- (vi) All non-VDOT standard sign posts, traffic signal poles, pedestrian signal poles, mast arms, signal heads and control boxes;
- (vii) Snow removal;
- (viii) Leaf removal;
- (ix) Trash, recycling and litter removal;
- (x) Decorative and structural retaining walls;
- (xi) Special drainage features, such a Low Impact Design facilities; and
- (xii) All urban park amenities including horticultural care, maintenance of all water features, irrigation, lighting, furnishings, paving, and art.

Phasing of streetscaping is provided within the context of individual building phases as depicted on the Phasing Exhibits. As determined at the time of FDP approval, where the final streetscape design cannot be fully implemented during certain phases of development, the Applicant shall provide interim streetscape improvements as described in Proffer 26C.

26. Interim Conditions and Standards. Due to the size of the Proposed Development and the time anticipated for its build-out, phased redevelopment may result in various interim conditions on the Property. Many of the anticipated interim conditions are identified on the Phasing Exhibits. At the time of FDP submission, the Applicant shall identify the specific proposed interim conditions within the FDP area and outside the FDP area and shall ensure such conditions provide reasonable pedestrian connections, vehicular

circulation, temporary streetscaping and landscaping, public park treatments, and screening/treatment of exposed/partially complete above grade parking structures.

- A. If an interim condition/phase includes partial demolition of an existing structure, the FDP for that phase shall include all or a portion of the existing structure as necessary to ensure revisions to parking and on-site circulation for the existing structure are adequate.
- B. If interim improvements not located on the Property are contemplated with any FDP, such FDP shall specify how and when such improvements are to be constructed. In the event the Applicant is unable to acquire the right-of-way and/or easements necessary to construct such interim improvements through a cooperative agreement with the owners, the Applicant shall request in writing that Fairfax County acquire the easements or rights-of-way by means of its condemnation powers as described in Proffer 71. At the time of FDP approval, it shall also be determined what course of action shall be required of the Applicant should the County elect not to use, or is unsuccessful in its attempt to use, its condemnation powers.
- C. Interim conditions shall generally comply with the following general standards provided that the improvements are acceptable to Fairfax County, VDOT, and all other utility companies as may be appropriate:
 - (i) Construction of interim sidewalks a minimum of a five (5) feet in width and installation of interim street lights along the interim sidewalks, as needed to ensure a safe, convenient pedestrian path to the Metro Station
 - (ii) Installation of street trees, with a minimum size of 2 inch caliper, approximately every 50 feet, to the extent feasible as determined by UFM based on existing conditions and utility easements. Interim street tree planting shall not be required to meet the minimum planting width/area standard for permanent street trees.
 - (iii) Provision of interim designs for publicly accessible open spaces shall include interim landscaping, pedestrian pathways, seating, signage, lighting and recreational facilities as determined at FDP.
 - (iv) Provision of peripheral and interior parking lot landscaping in accordance with Article 13-203 of the Ordinance for interim surface parking lots, unless waived or modified at the time of FDP or site plan approval.
 - (v) Application of a screening system (which may be removable) where above grade garage structures that will be interior when later phases are complete are exposed at phase lines. This screening system shall be applied to all levels above grade and shall be composed of an architecturally designed system that may reflect basic architectural lines of the permanent facades, and that shall partially obscure the garage view from outside the garage until the next phase is constructed. The use of temporary art works as a

part of the screening system shall also be considered as part of the interim screening system. The specific screening system to be utilized for each building shall be determined at the time of FDP approval and graphically depicted on the FDP. Alternate temporary garage screening may be approved with FDP approval.

- (vi) Grading and seeding of areas on the Property where existing improvements are removed to accommodate a portion of the Proposed Development, and are not scheduled to commence construction within 18 months.
- (vii) Where appropriate, provision of attractive temporary construction fencing, which may include public art, signage or wayfinding elements. Signage shall be in keeping with Article 12 of the Ordinance or alternatively in accordance with an approved Comprehensive Sign Plan.

TRANSPORTATION IMPROVEMENTS

27. Grid of Streets. The Applicant shall construct and place into operation a new grid of streets throughout the Property including portions of streets identified on the CDP as Park Avenue, Madison Street, Boro Place and Station Place and shall make improvements to existing public streets identified as Greensboro Drive, Westpark Drive and Solutions Drive. For the purposes of these Proffers, Route 7, Greensboro Drive, Park Avenue and Boro Place shall be considered to run east to west, and Westpark Drive, Madison Street, Solutions Drive and Station Place shall be considered to run north to south. The functional classification of the streets is provided below:

Street	Classification
Route 7 (Leesburg Pike)	Low Speed Boulevard
Greensboro Drive	Avenue
Westpark Drive	Avenue
Park Avenue	Collector
Solutions Drive	Local
Station Place	Collector
Madison Street	Local
Boro Place	Local (private)

- A. Public Streets and Right-of-Way. The Applicant shall dedicate right-of-way along the Property's frontage for Greensboro Drive, Westpark Drive, Park Avenue, Solutions Drive, Station Place and SAIC Street (the "Public Streets"), to a point inclusive of the landscape amenity panel and the sidewalk or to such standard as may be approved on the FDP. All improvements proposed to Public Streets herein shall be subject to VDOT approval and be designed to be in general conformance with the standards included in Attachment D (*Transportation Design Standards for Tysons Corner Urban Center*) of the Memorandum of

Agreement approved by the Board of Supervisors on September 13, 2011, as may be amended (the "Design Standards"), subject to modifications/waivers as may be granted.

The Applicant shall work diligently with VDOT and Fairfax County during the FDP and site plan approval processes to ensure that the Public Streets and the area of the landscape amenity panel/sidewalk can be accepted by VDOT as public streets. The Applicant shall dedicate and convey in fee simple right-of-way including the area of the landscape amenity panel/sidewalk to the Board of Supervisors at the time of site plan approval, with the following exceptions:

- (i) If at the time of site plan approval it is determined that stormwater management facilities, electric vaults or other similar facilities proposed to be located beneath the landscape amenity panel/sidewalk prevent VDOT and/or Fairfax County from accepting the landscape amenity panel/sidewalk within the right-of-way, the Applicant shall provide dedication measuring 18 inches from the proposed face of curb line and shall grant a public sidewalk and utility easement in a form acceptable to the Office of the County Attorney, over the area of the amenity panel/sidewalk. This easement shall allow for the installation of signage necessary for safety and operation of the street as well as parking regulation equipment by VDOT and/or the County. In addition, the Applicant shall provide easements within the amenity panel for bus pads and shelters as determined at the time of FDP or site plan.
- (ii) If at the time of site plan approval it is unclear whether stormwater management facilities, electric vaults or other similar facilities proposed to be located beneath the landscape amenity panel/sidewalk will be acceptable to VDOT and/or Fairfax County, the Applicant shall provide dedication measuring 18 inches from the proposed face of curb line at the time of site plan approval and shall reserve for potential future dedication the landscape amenity panel and sidewalk areas. A temporary public access easement in a form acceptable to the County Attorney shall be recorded over the reserved landscape amenity panel/sidewalk areas until such time as such areas are dedicated. Conveyance of the amenity panel/sidewalk areas to the Board of Supervisors shall occur following construction of the street and streetscape improvements and final street acceptance inspection by Fairfax County and/or VDOT subject to the stipulations in these Proffers.
- (iii) Should it be determined following final street acceptance inspection that the landscape amenity panel and sidewalk areas are not acceptable to VDOT and/or the County to be included in the right-of-way, the reservation of potential future dedication of the landscape amenity panel and sidewalk areas shall be released and a public sidewalk and utility easement, in a form acceptable to the County Attorney, shall be granted in its place. This easement shall allow for the installation of signage

necessary for safety and operation of the street as well as parking regulation equipment by VDOT and/or the County. In addition, the Applicant shall provide easements within any privately-owned amenity panel/sidewalk area for bus shelters identified on the CDP or any subsequent FDP, as determined at the time of site plan.

- B. Definition of Construct. For purposes of this Proffer “construct” shall mean that the committed road improvement is open to use by the public for travel whether or not the improvement has been accepted for maintenance by the state.
 - C. Naming. The Applicant reserves the right to provide different names for the streets than those shown on the CDP.
 - D. Street/Sidewalk Closures. The Applicant may temporarily close part or all of any streets or sidewalks to accommodate construction activity on the Property provided safe and adequate pedestrian and vehicular access is maintained.
 - E. Parking Lanes. The Applicant shall provide on-street parking throughout the limits of the Property as generally located on the CDP. The County and VDOT may restrict parking on Park Avenue during peak commuting periods (typically 6:00 to 9:00 AM and 4:00 to 7:00 PM), in order to provide for turning movements to/from the public and/or private street network or to provide additional travel lanes. If requested by the County and/or VDOT, the Applicant shall install signs restricting parking subject to VDOT approval.
28. Greensboro Drive. The Applicant shall construct improvements along the Property’s Greensboro Drive frontage measuring 35 feet from the existing centerline to the face of curb to accommodate a half section of four lanes of traffic (two lanes in each direction) with a dedicated bike lane and on-street parking. The final design of the improvements to Greensboro Drive as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Greensboro Drive and construction shall be provided concurrent with the development of buildings with frontage on Greensboro Drive.
29. Westpark Drive. The Applicant shall construct improvements to Westpark Drive as follows:
- A. Frontage improvements along the Property’s Westpark Drive frontage, measuring 48 feet from the existing centerline to the face of curb to accommodate a half section of six lanes of traffic (three lanes in each direction) with a dedicated bike lane. The curb lane shall act as a combination right turn lane and Circulator lane as referenced in Proffer 42. The final design of the improvements to Westpark Drive as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Westpark Drive and construction shall be provided concurrent with the development of any building with frontage on Westpark Drive.

- B. Reconstruction of the existing median located between Greensboro Drive and International Drive to provide an exclusive left turn lane to Greensboro Drive and extend the existing left turn bay at International Drive, as shown on the inset on Sheet C-7, and as may be approved by VDOT. In conjunction with the improvements to the left turn lane the Applicant shall reconstruct the traffic signal at this intersection in conformance with VDOT standards including pedestrian enhancements as may be required by VDOT. Such median and signal reconstruction shall be provided concurrent with the construction of Building A1 or A2, whichever is constructed first.
30. Solutions Drive. The Applicant shall construct improvements along the Property's Solutions Drive frontage measuring 18.5 feet from the existing centerline to the face of curb to accommodate a half section of two lanes of traffic (one lane in each direction) and on-street parking. The final design of the improvements to Solutions Drive as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Solutions Drive and construction shall be provided concurrent with the development of buildings with frontage on Solutions Drive.
31. Park Avenue.
- A. Park Avenue between Westpark Drive and Solutions Drive. The Applicant shall construct Park Avenue through the Property connecting Westpark Drive with Solutions Drive as follows:
- (i) If not previously constructed or designed by others, then in conjunction with the submission of the site plan for Building B1, B2, C3, E1 or E2, whichever occurs first, the Applicant shall submit a Public Improvement Plan for the ultimate improvement of Park Avenue generally from Westpark Drive to Solutions Drive (the "Park Avenue Road Plan"). The Park Avenue Road Plan shall be coordinated with the applicant in adjacent rezoning application RZ 2013-PR-009, or its successors and assigns (collectively "the RZ-2013-PR-009 Property"). In conjunction with the RZ-2013-PR-009 Property, the Applicant shall be responsible for the construction of Park Avenue between Westpark Drive and Madison Street ("Park Avenue West"). The Applicant shall solely be responsible for the construction of Park Avenue between Madison Street and Solutions Drive ("Park Avenue East"). Park Avenue shall be constructed as generally reflected on CDP Sheets C-7, C-7B and C-7C consistent with the Phasing Sheets and the typical section presented on CDP Sheet C-16A. The final design of the improvements to Park Avenue as generally described above shall be determined in conjunction with the submission of the site plans for those portions of the Property along Park Avenue. The Applicant reserves the right, in its sole discretion, to complete such ultimate improvements as a single public road improvement or in separate segments, as long as at least the improvements for the respective individual building have been constructed consistent with the Phasing

Sheets, except where modified by FDP. Park Avenue West shall be constructed and complete prior to the issuance of the first RUP or Non-RUP for Buildings B1 or B2, whichever occurs first. Park Avenue East shall be constructed and complete prior to the issuance of the first Non-RUP for Buildings C3, E1 or E2, whichever occurs first.

- (ii) If Park Avenue West is to be constructed by the RZ-2013-PR-009 Property prior to the Applicant's obligation to construct as stated above, then upon written demand by Fairfax County, the Applicant shall dedicate and convey right-of-way and ancillary easements necessary to facilitate such construction by the RZ-2013-PR-009 Property at no cost, provided:
 - (a) sufficient interim access to/from the existing on-site uses is constructed as needed and maintained at all times; and
 - (b) such improvements to the Property are minimized and coordinated with the Applicant prior to site plan approval for Park Avenue West. In addition, should the ultimate improvements to this Park Avenue West be constructed by the RZ-2013-PR-009 Property, the Applicant shall demonstrate that it has provided fifty percent (50%) of the cost of designing and constructing Park Avenue West to the owners of the RZ-2013-PR-009 Property prior to issuance of building permits for either Buildings B1, B2, E1 or E2, whichever occurs first. The specific streetscape improvements, as reflected on the Phasing Sheets along the Buildings B1 and B2 frontages shall be constructed by the Applicant with the development of those building sites.

B. Park Avenue between Solutions Drive and Station Place. The Applicant shall construct Park Avenue through the Property connecting Solutions Drive with Station Place as follows:

- (i) Between Solutions Drive and Station Place, Park Avenue shall remain generally as constructed with a section measuring 22 feet from face of curb to face of curb accommodating two travel lanes. It is anticipated that the future redevelopment of adjacent properties will provide additional lanes, and that the street will be re-striped to accommodate two lanes of traffic (one in each direction), two parking lanes with the ability to convert the parking lanes to through lanes in peak periods, and on-street bicycle lanes in each direction and may result in adjustments to the curb line to accommodate an enhanced streetscape.
- (ii) If in the future Park Avenue between Solutions Drive and Station Place is designed and approved for construction on an alignment north of the existing street section, then the Applicant shall dedicate all necessary right-of-way and reasonable easements to accommodate construction of the new alignment by others and shall reconstruct the streetscape on its Property.

C. The Park Avenue/Solutions Drive intersection shall be designed as shown on Sheet C-7 and constructed by the Applicant concurrent with the construction of

Park Avenue from Madison Street to Solutions Drive. This design contemplates VDOT's potential closure of an existing point of access serving adjacent property identified on the 2015 Fairfax County tax maps as 29-3 ((15)) 3C ("Parcel 3C") and construction of a new entrance on Park Avenue to serve Parcel 3C. Refinement of this design shall occur with the FDP for Building C-3 or E-1, whichever occurs first. Should VDOT approve the closure, the Applicant shall construct the closure. Should VDOT not require closure of the existing Parcel 3C entrance, or should permission from the owner of Parcel 3 not be attainable, the Applicant shall work with FCDOT and VDOT to develop an alternative intersection design; acceptance of which shall not necessitate a PCA or CDPA.

32. Station Place

- A. If not previously constructed by others, then in conjunction with the submission of the site plan for Building E1 or E2, whichever occurs first, the Applicant shall submit a Public Improvement Plan (the "Station Place Road Plan") for the construction of Station Place from Leesburg Pike to Park Avenue. The Station Place Road Plan shall be coordinated with the applicant in adjacent rezoning case RZ 2011-PR-005, or its successors and assigns (collectively "the RZ-2011-PR-005 Property"). Station Place shall be designed with an ultimate section measuring 41 feet from face of curb to face of curb to accommodate three lanes of traffic and a bicycle lane on one side of the street as depicted on Sheets C-7, C-7E and C-16A of the CDP, with lane assignments and striping determined at site plan. The Applicant shall construct the ultimate section of Station Place from Leesburg Pike to Park Avenue provided necessary off-site right-of-way or easements from adjacent parcels identified on the 2013 Fairfax County tax maps as Tax Map 29-3 ((1)) 65 and 71A (the "Parcels 65 and 71A") and 29-3 ((15)) 3C (the "Parcel 3C") can be acquired through cooperative agreements with the owners of the Parcels 65A, 71C and 3C.

In the event the Applicant is unable to acquire the rights-of-way and/or easements necessary to construct the ultimate section of Station Place through cooperative agreements with the owners of Parcels 65A, 71C and 3C, then the Applicant shall submit a written request to Fairfax County in accordance with Proffer 71.

- B. In the event the County elects not to use its powers of condemnation to acquire those off-site rights-of-way and/or easements to facilitate the construction of the ultimate section of Station Place, then the Applicant shall be relieved of its obligation to construct the ultimate section and instead be permitted to construct a reduced interim section of Station Place as follows:
- (i) Provided the necessary rights-of-way and/or easements are available from Parcels 65 and 71A, the Applicant shall construct an interim section of Station Place depicted as "Interim Station Place Road Configuration – The Boro & Tysons Central" on Sheet C-7F.

- (ii) Should the necessary rights-of-way and/or easements not be available from Parcels 65A, 71C and 3C, the Applicant shall construct an interim section of Station Place depicted as "Interim Station Place Road Configuration – The Boro Only Road" on Sheet C-7F, and subject to VDOT approval, install stop controls for the service drive approach to Station Place. In this event, the Applicant shall reserve the right-of-way for the ultimate design of Station Place and shall escrow with DPWES the difference between the costs of constructing the "Interim Station Place Road Configuration – The Boro & Tysons Central" and the "Interim Station Place Road Configuration – The Boro Only Road" to facilitate the future construction by others. In addition, should future improvements to Station Place result in adjustments to the streetscape on the west side of Station Place, the Applicant shall reconstruct the streetscape along its frontage.
- C. The final design of the ultimate section or either interim sections shall be further refined in conjunction with the submission of any FDP and site plans for Buildings E1 or E2.
- D. Construction of Station Place shall be provided concurrent with the development of Building E1 or E2, whichever occurs first consistent with the Phasing Sheets.
- E. The Applicant shall relocate/abandon in place the existing stormwater management vault located under the area of future Station Place prior to street acceptance by VDOT.
- F. If Station Place is constructed by the RZ-2011-PR-005 Property prior to the Applicant's obligation to construct as stated above, then the Applicant, upon written demand by Fairfax County, shall dedicate and convey right-of-way and ancillary easements necessary to facilitate such construction by others provided: (a) sufficient interim access to/from the existing on-site uses is constructed as needed and maintained at all times; and (b) such improvements to the Property are minimized and coordinated with the Applicant prior to site plan approval for Station Place. In addition, should the ultimate improvements to this section of Station Place be constructed by the RZ-2011-PR-005 Property, the Applicant shall demonstrate that it has provided its share of the cost of the ultimate improvements along the Property's frontage (such that the Applicant's share and the RZ 2011-PR-005 Property's share equal 100 percent of the cost of Station Place) prior to site plan approval for the Buildings E1 or E2, whichever occurs first. The specific streetscape improvements, as reflected on the Phasing Sheets along the Station Place frontage shall be constructed by the Applicant with the development of the applicable building sites.

33. Madison Street.

- A. Madison Street shall be designed with a section measuring 38 feet from face of curb to face of curb to accommodate two lanes of traffic (one lane in each

direction) with parallel curbside parking on both sides of the street. South of Park Avenue, the Applicant shall construct Madison Street with two travel lanes and one parking lane, with the second lane of parking to be provided by others with the development of the RZ-2013-PR-009 Property.

- B. In order to preclude vehicles exiting the Property on southbound Madison Street from turning left at the Leesburg Pike/Gosnell Road/Westpark Drive intersection, the Applicant shall:
- (i) Install signage at the Madison Street approach to Leesburg Pike prohibiting vehicles exiting the Property on southbound Madison Street from turning left at the Leesburg Pike/Gosnell Road intersection during peak hours (6:00 to 9:00 AM and 4:00 to 7:00 PM). Such signage shall be subject to VDOT approval and shall be installed by the Applicant before Madison Street is open to the public, unless the signage has been installed previously by others.
 - (ii) Three (3) years following the issuance of the first RUP or Non-RUP for buildings in Blocks A or B, or Buildings E1 or E2, whichever occurs first, the Applicant shall conduct a safety assessment of the Madison Street connection onto Leesburg Pike and submit such assessment to FCDOT and VDOT no later than 3 months after the same for their review. If VDOT and/or FCDOT determine that a channelized median at the Madison Street approach to Leesburg Pike is required to mitigate any identified safety concerns, then the Applicant shall install such a median subject to VDOT review and approval. If FCDOT and VDOT, after reviewing the safety assessment, determine a channelized median is not warranted at this location, then any further obligation to build a channelized median shall be null and void.
- C. The final design of the improvements to Madison Street as generally described above shall be further refined in conjunction with the submission of any FDP and the site plans for those portions of the Property fronting Madison Street. Construction of Madison Street shall be provided concurrent with the development of the first building in Blocks A, B, or E.
- D. If an improvement to the section of Madison Street between Park Avenue and Leesburg Pike is constructed by the RZ-2013-PR-009 Property prior to the Applicant's obligation to construct as stated above, then the Applicant upon written demand by Fairfax County, shall dedicate and convey right-of-way and ancillary easements necessary to facilitate such construction by the RZ-2013-PR-009 Property at no cost provided: (a) sufficient interim access to/from the existing on-site uses is constructed as needed and maintained at all times; and (b) such improvements to the Property are minimized and coordinated with the Applicant prior to site plan approval for the improvement of this section of Madison Street.

In addition, should the ultimate improvements to this section of Madison Street be constructed by the RZ-2013-PR-009 Property, the Applicant shall demonstrate that it has provided its share of the cost of designing and constructing Madison Street between Park Avenue and Leesburg Pike to the RZ-2013-PR-009 Property (such that the Applicant's share and the RZ 2013-PR-009 Property's share equal 100 percent of the cost) prior to issuance of the first RUP or Non-RUP for the first building in Blocks A, B, or E.. The specific streetscape improvements, as reflected on the Phasing Sheets along the Madison Street frontages shall be constructed by the Applicant with the development of the applicable building sites.

34. Boro Place. Boro Place shall be designed and constructed within the Property from Westpark Drive to Madison Street with a section measuring 34 feet from face of curb to face of curb to accommodate two lanes of traffic (one lane in each direction) with parking lanes and bulb-outs as generally depicted on Sheets C-7A and C-16A of the CDP. Boro Place shall be privately owned and maintained with parking permitted under the street. It shall be constructed and maintained to the standards contained in the PFM. The Applicant shall grant a public access easement over Boro Place, in a form acceptable to the Office of the County Attorney.

Boro Place shall be constructed concurrent with the development of Buildings A3 or B3, whichever occurs first as shown on the Phasing Exhibits.

35. Traffic Signals.

- A. The Applicant shall conduct warrant studies for the intersections of Westpark Drive/Park Avenue, Greensboro Drive/Madison Street, and Greensboro Drive/Solutions Drive within twelve (12) months after the issuance of the initial RUP or Non-RUP for any new building on the Property constructed concurrently with, or after, the construction of the applicable intersection.
- B. The Applicant shall conduct a warrant study for the intersection of Park Avenue/Solutions Drive within twelve (12) months after the issuance of the initial RUP or Non-RUP for any of Buildings B1, B2, C2, C3, E1 and E2 constructed concurrently with, or after, the construction of the Park Avenue/Solutions Drive intersection.
- C. The Applicant shall conduct a warrant study for the intersection of Park Avenue/Madison Street within twelve (12) months after the issuance of the initial RUP or Non-RUP for any new building constructed on the Property concurrent with, or after, the construction of the Park Avenue/Madison Street intersection in its ultimate configuration as shown on the CDP.
- D. If a signal is deemed warranted at any of these intersections by VDOT after having reviewed the warrant study and approving the same for installation, then such traffic signals, including pedestrian enhancements as may be required by VDOT, shall be designed, equipped and installed by the Applicant, utilizing any

escrowed contributions for the signal received by the County, no later than five (5) years after approval of the warrant.

- E. For any signal warranted by VDOT, the Applicant shall provide VDOT with the requisite traffic signal plans for review and approval. All right-of-way associated with signal equipment (poles, equipment boxes, etc.) on the Property not already dedicated shall be reserved for dedication in fee simple to the Board of Supervisors in accordance with Proffer 27.
 - F. If the County, upon request of the Applicant or on its own initiative, determines that such signal installations as proffered will be detrimental to traffic operations, the Zoning Administrator may (1) agree to a later date for completion of the traffic signal installation(s) or (2) permit the Applicant to proceed without the signal installations.
 - G. If a signal at any of the identified intersections is not warranted within twenty-four (24) months after the issuance of the initial RUP or Non-RUP for the last new building to be constructed on the Property, then the Applicant's obligation to construct such signal is deemed null and void and the Applicant shall instead escrow money towards the cost of future signalization of any applicable intersection(s) by others based on the Applicant's pro-rata traffic share. The escrow amount to be provided by the Applicant for each intersection is as follows:
 - (i) Westpark Drive/Park Avenue: \$100,000
 - (ii) Park Avenue/Solutions Drive: \$175,000
 - (iii) Greensboro Drive/ Madison Street: \$100,000
 - (iv) Greensboro Drive/Solutions Drive: \$75,000
 - (v) Park Avenue/Madison Street: \$225,000
36. Leesburg Pike Signal Optimization. Concurrent with the approval of the first site plan for the second new building to be constructed on the Property, the Applicant shall contribute a total of \$25,000.00 to be used to modify the signal timings in the Route 7 corridor between Route 123 and the Dulles Access Road. If at time of site plan submission for the sixth (6th) new building on the Property, signal timing modifications have not been requested by VDOT for the Route 7 corridor, the County may utilize those funds for other transportation improvements/enhancements in the Tysons Central 7 District.
37. Tysons Grid of Streets Transportation Fund. The Applicant shall provide a contribution of \$1,042 for each residential unit and \$6.71 for each square foot of new non-residential space constructed on the Property to Fairfax County for the Tysons Grid of Streets Transportation Fund. The contribution associated with each building shall be paid on or before the issuance of each initial RUP or Non-RUP for the subject building based on the actual GFA of non-residential space and/or the actual number of residential units in the

building. This contribution shall not apply to any public-use facilities constructed on the Property, including the library or alternate public use described in Proffer 65. The amount due with each building shall be adjusted for all creditable expenditures described herein.

The Applicant shall receive and deduct such credits against the contributions that would otherwise be due to the Tysons Grid of Streets Transportation Fund in keeping with the Guidelines for the Tysons Grid of Streets Transportation Fund endorsed by the Board of Supervisors on January 8, 2013. Specifically, the Applicant may request credits for:

- A. Costs incurred by the Applicant in the acquisition of off-site right-of-way and associated easements, including costs borne by the Applicant associated with any Fairfax County condemnation actions, for the construction of off-site public streets, off-site intersection improvements and off-site signal installations;
 - B. Costs incurred by the Applicant for the construction of all or a part of off-site public streets, (not including costs of the Property's frontage improvements);
 - C. Costs incurred by the Applicant for the construction of any additional lanes at, or modifications to, the intersection of Route 7 with Westpark Drive/Gosnell Road.
38. Tysons-wide Transportation Contributions – Table 7 Improvements. The Applicant shall contribute the sum of \$5.87 per square foot of new non-residential space and \$1,042 for each residential unit constructed on the Property to Fairfax County for the Tysons-wide Transportation Fund. This contribution shall not apply to any public-use facilities constructed on the Property, including the library or alternate public use described in Proffer 65. The contribution associated with each building shall be paid on or before the issuance of each initial RUP or Non-RUP for the subject building based on the actual GFA of non-residential space and/or the actual number of residential units in the building. The Applicant shall receive and deduct such credits against the contributions that would otherwise be due to the County for the Tysons-wide Transportation Fund in keeping with the Guidelines for the Tysons-wide Transportation Fund endorsed by the Board of Supervisors on January 8, 2013.
39. Route 7 Improvement. The Applicant shall provide a contribution toward the construction of improvements to Route 7 to accommodate a future State Street crossing, or other access improvement, equal to \$0.07 for each square foot of building constructed on the Property. Said contribution to Fairfax County shall be made upon site plan approval for each new building and shall be based on the site plan approved GFA for each building.

BICYCLE AND BUS FACILITIES, AND PEDESTRIAN IMPROVEMENTS

40. Bicycle Circulation. In combination with the street and streetscape improvements identified in these Proffers, the Applicant shall provide on-street bicycle lanes and associated signage along the Property's frontages with Westpark Drive and Greensboro

Drive and along Station Place and Park Avenue as shown on the CDP and as may be adjusted with approval of FDPs. Such striping shall be subject to approval by VDOT.

41. Bicycle Parking. The Applicant shall provide bicycle racks and bike storage areas throughout the Property, the specific locations of which shall be determined at the time of FDP approval. The bike racks shall be of a design compatible with the UDG and approved by FCDOT. The total number of bike parking/storage spaces shall be consistent with those shown in Table 4 – Bicycle Parking Ratios for Urban Mixed Use Centers, of the Tysons Corner Center section of the Comprehensive Plan.
42. Circulator. It is anticipated that the proposed circulator will operate on Westpark Drive within a joint right turn and circulator lane adjacent to the curb. If at the time of FDP and/or site plan approval for Building A1, it is determined that a circulator stop should be located along the Building A1's Westpark Drive frontage, the Applicant shall provide the necessary easements and construct a circulator shelter within the A1 building façade in the general location shown on Sheets C-7A and L-7.0 of the CDP. The specific shelter design and timing of installation shall be determined at time of FDP approval.
43. Bus Lay-by. The Applicant shall construct a bus lay-by area on Route 7 just west of Media Place as generally shown on Sheet C-7E of the CDP. The details of the lay-by area will be determined at FDP for Building E2 and will be constructed with the construction of Building E2.

The Applicant shall be entitled to utilize any escrowed contributions for the lay-by bus bay received by the County or any future escrowed contributions received by the County within ten (10) years of installation of the lay-by bus bay by the Applicant. Should the lay-by bus bay be constructed by others prior to the obligation of the Applicant to do so, the Applicant shall, prior to the issuance of the first Non-RUP for Building E2, escrow 50% of the cost of designing and constructing the lay-by bus bay with the County for disbursement to the constructing party. In the event FCDOT and/or WMATA determine that a lay-by bus bay will not be needed, then the Applicant's obligation to provide or partially fund the lay-by bus bay shall be deemed null and void and any escrowed contributions shall be returned to the Applicant.
44. Bus Shelters. Bus shelter locations shall be evaluated for feasibility at the time of FDP and site plan approval in consultation with FCDOT. Identified bus shelter locations shall be primarily located within the landscape amenity panel of the streetscape, and may necessitate adjustments to street tree locations and other street furnishings to that shown on the CDP. An alternate location for a bus shelter outside the landscape amenity panel may be approved at FDP, if determined appropriate. Should a bus shelter location be determined appropriate at the time of site plan approval, the Applicant shall install said shelter.
45. Marked Crosswalks. The Applicant shall install marked pedestrian crosswalks at all signalized intersections adjoining the Property and at other locations as shown on an approved FDP, subject to VDOT approval.

46. Pedestrian Bridge to Metro Station. The Applicant shall design and construct an elevated pedestrian bridge from the Solutions Promenade Plaza south of Existing Building F2 connecting to the Greensboro Metro Station pedestrian bridge east of Station Place as depicted on Sheet C-7E of the CDP. The Applicant has entered in to an agreement with MWAA/WMATA to permit the bridge. It is anticipated that additional permits/easements/agreements with VDOT will be necessary to construct the bridge, which the Applicant shall diligently pursue. Provided the necessary permits/agreements are approved by VDOT, the Applicant shall construct the bridge concurrently with the construction of Building E2 and Solutions Promenade.

PARKING

47. Zoning Ordinance Requirements. Parking on the Property shall be provided in accordance with the parking requirements for the PTC District set forth in Section 6-509 and Article 11 of the Fairfax County Ordinance, and as shown on the CDP. Portions of the Property located outside the ¼ mile radius from the Greensboro Metro Station shall be parked at the rates established in Section 6-509 for land located between 1/8 and ¼ mile from a metro station. The Applicant reserves the right to seek a Special Exception at the time of FDP to provide additional parking spaces for office, retail, and residential uses over the Zoning Ordinance maximums for all uses. The exact number of spaces to be provided and use of tandem parking spaces shall be refined with approval of FDPs and determined at the time of site plan approval based on the specific uses, number of residential units and bedroom mix. Tandem parking spaces shall not be counted toward the minimum parking requirement for residential uses. If changes in the mix of uses or bedroom mix result in parking greater than that anticipated on the CDP, the additional parking spaces shall be accommodated within the proposed parking structures, without increasing the height or mass of the parking structures.

The Applicant reserves the right to provide parking at different rates as may be permitted by a future amendment to the Zoning Ordinance. Optional use of revised rates shall not require a CDPA or PCA, provided there is no increase in the size or maximum height of above-ground parking structures.

48. Phasing of Parking. Parking shall be provided in phases concurrent with development of the Property. Parking spaces in excess of the maximum parking rates set forth in the Ordinance may be provided in the early phases of development of the Property, provided that at the build-out of the Property the maximum parking rates are not exceeded. A parking tabulation for the entire Property shall be provided with each FDP and site plan for the Property. Required off-street parking spaces and loading spaces for an individual building need not be provided on the parcel on which the building is located, but shall be provided within the Property and conveniently accessed as shown on an FDP.

The existing office building on Block A which will remain for an interim period of time, may continue to park at the parking rates applicable in the non-PTC zoning districts, or may elect to reduce the number of off-street parking spaces to a number between the rates for non-PTC zoned properties and the applicable minimum rates specified for the PTC District.

49. Commercial Off-Street Parking. The Applicant may provide commercial off-street parking on an interim basis in existing surface lots and/or in existing parking garages on the Property without approval of an FDP. Commercial off-street parking may be provided on an interim basis in new surface lots on the Property with approval of an FDP. Interim commercial off-street parking shall be deemed to be in general conformance with the CDP. Prior to the issuance of a Non-RUP for commercial off-street parking in existing surface lots and/or existing parking garages, or at the time of FDP approval for commercial off-street parking in new surface lots, the Applicant shall provide to VDOT and FCDOT an operational traffic analysis (“Operational Analysis”) of points of access to the parking site. Such Operational Analyses shall be limited to an assessment of those driveways and/or turn lanes serving the particular parking site. Any establishment of interim surface commercial off-street parking facilities shall provide interim improvements as set forth in Proffer 26 and shall meet Ordinance peripheral and interior parking lot landscaping requirements, unless waived or modified. This parking shall be in addition to the permitted parking for the proposed uses on the Property.
50. Parking Spaces along Streets.
- A. Private Streets. On-street parking shall be provided on the private streets as generally shown on the CDP and as may be adjusted at the time of FDP and/or site plan approval. Such on-street parking may be used meet the parking requirements of the Zoning Ordinance, so long as such spaces are striped and meet the dimension requirements of the PFM, subject to receiving approval of any necessary waivers and/or modifications. However, parking on private streets may not be used to meet the parking requirements for Workforce Dwelling Units. Parking on private streets may be restricted through appropriate signage or such other means as determined appropriate by the Applicant, and on-street parking spaces along any private streets and future public streets prior to dedication, that otherwise are not required to satisfy the parking requirements may be used as temporary or short term parking, car-sharing parking and/or similar uses.
- B. Public Streets. On-street parking spaces along the public street frontages shall be constructed as generally shown on the CDP and as may be adjusted at the time of FDP and/or site plan approval. If requested by the County and/or VDOT, signs shall be installed that restrict the use of those public on-street parking spaces. Public on-street parking spaces would be in addition to the total number of parking spaces required by the Zoning Ordinance.
51. Parking/Loading Stipulations.
- A. The Applicant shall be permitted to install and maintain parking controls and/or fencing on its existing surface parking lots, without the requirement for a FDP, in order to control Metro-related parking by the general public. Pedestrian circulation on the Property shall not be unduly impeded by such fencing.

- B. The Applicant shall appoint, and continuously employ, a dockmaster to oversee the management of loading operations for Block A. It shall be the dockmaster's responsibility to: 1) minimize loading conflicts with pedestrian movements; and 2) manage the deliveries of retail and residential uses.
- C. Access to the loading area for Blocks E and F located on Station Place shall be limited to right turns in and out during peak traffic times defined as 7:30 a.m. to 9:30 a.m. and 4:00 p.m. to 7:00 p.m. weekdays. At such time as the connection of Station Place to Leesburg Pike is completed and open to traffic, the Applicant shall appoint, and continuously employ, a dockmaster to oversee the management of loading operations for Buildings E1, E2, F1, F2, and F3. It shall be the dockmaster's responsibility to: 1) minimize loading conflicts with pedestrian movements; and 2) restrict scheduled deliveries on Station Place during peak traffic times to right turns in and out. Delivery restrictions, including limitations on the hours of delivery, may be modified through a development condition at the time of FDP approval without the need for a PCA or CDPA.
- D. The lease rates of parking spaces shall be “unbundled” from the lease rate of the individual rental dwelling units; meaning a unit’s lease rate shall be exclusive of parking costs.

52. Future Parking Revisions.

- A. Ordinance Revisions. The Applicant reserves the right to provide parking at revised rates as may be permitted by a future amendment to the Fairfax County Ordinance. Optional use of revised rates shall not require a CDPA or PCA, provided there is no increase in the size or height of above-grade parking structures.
- B. Increases. The Applicant reserves the right to seek a special exception for an increase in parking for the Property; such special exception application shall not require a CDPA or PCA, provided there is no increase in the size or height of above-grade parking structures.

TRANSPORTATION DEMAND MANAGEMENT

53. Tysons Transportation Management Association. The Applicant shall contribute to Fairfax County money for the funding of a transportation management association (the “TMA”) as outlined below, which has been established for the Tysons Corner Urban Center:

- A. The Applicant shall make a one-time contribution to the TMA based on a participation rate of \$0.10 per gross square foot of new office uses and \$0.05 per gross square foot of new residential uses to be constructed on the Property.
- B. Twenty five percent (25%) of the total contribution to the TMA shall be paid upon site plan approval for the first new residential or office building to be constructed on the Property. The remaining 75% shall be contributed in three (3)

equal installments of 25% each and paid at the time of issuance of the first initial RUP or Non-RUP for each of the first three (3) new residential or office buildings to be constructed on the Property but in any event no later than ten (10) years from the date of rezoning approval.

- C. The Applicant may, in its sole discretion, join or otherwise become associated with the TMA established for the purpose of administering TDM programs in the Tysons Corner Urban Center and transfer some functions of this TDM Program to the TMA. Further, if determined by FCDOT that a proactive, private TDM program is no longer necessary, the TDM structure in Proffer 54 may be rendered null and void in whole or in part, without the need for a PCA.
54. Transportation Demand Management. The Applicant shall fund, implement and administer a transportation demand management program for the Property as described in this Proffer (the "TDM Program"). It is intended that the first new building to be constructed on the Property will initiate implementation of what will become a Property-wide TDM program that later buildings to-be-constructed on the Property will join.
- A. Implementation Plan. The proffered elements of the TDM Program as set forth below are more fully described in the *The Boro Transportation Demand Management Plan* prepared by Wells + Associates, Inc. dated February 2015 (the "TDM Plan") as may be amended. It is the intent of this Proffer that the TDM Plan adapt over time to respond to the changing transportation related circumstances of the Property, the surrounding community and the region, as well as to technological and/or other improvements, all with the objective of meeting the trip reduction goals as set forth herein. Accordingly, modifications, revisions, and supplements to the TDM Plan as may be approved by the FCDOT can be made without the need for a PCA provided that the TDM Plan continues to reflect the proffered elements of the TDM Program as set forth below.
- B. Responsible Party. The Applicant, or any successor other than the UOA or its equivalent, shall remain obligated under this Proffer until such time as three consecutive post Stabilization trip counts reveal that the applicable vehicle trip reduction goals are being met (the "Applicant Control Period"). At the end of the Applicant Control Period, the UOA or equivalent shall become obligated under this Proffer and Applicant, or any successor other than the UOA or equivalent, shall have no further obligation with respect to this Proffer.
- C. Definitions. For purposes of this Proffer, "Stabilization" shall be deemed to occur one-year following issuance of the last initial RUP or Non-RUP for the final new office or residential building to be constructed on the Property. "Pre-stabilization" shall be deemed to occur any time prior to Stabilization.
- D. Trip Reduction Objective. The objective of this TDM Program shall be to reduce the vehicle trips generated by new residents and new office tenants of the Property, during weekday peak hours, by meeting the percentage vehicle trip reductions set forth below. These trip reduction percentages shall be multiplied

by the total number of vehicle trips that would be expected to be generated by the uses developed on the Property as determined by the application of the Institute of Traffic Engineers, 8th Edition, *Trip Generation* rates and/or equations (the "ITE Trip Generation"), and the number of trips determined by the product of such equation shall be referred to herein as the "Maximum Trips After Reduction". For purposes of this calculation, the maximum number of dwelling units or GFA proposed to be constructed in each new residential or new office building on the Property as determined at the time of site plan approval for each building shall be applied to the calculation described in the preceding sentence. The target reductions shall be as follows:

Tysons-wide development level	Target Reduction	
	Blocks A through C	Block E
Up to 65 million SF of GFA	35%	45%
65 million SF of GFA	40%	50%
84 million SF of GFA	45%	55%
90 million SF of GFA	48%	58%
96 million SF of GFA	50%	60%
105 million SF of GFA	53%	63%
113 million SF of GFA	55%	65%

The trip reduction goals outlined above are predicated on the achievement of specific development levels within the Tysons Corner Urban Center as anticipated in the Comprehensive Plan. Prior to undertaking trip measurements, the TDM Program Manager ("TPM") shall, in consultation with the County, provide a summary of the then existing development levels in Tysons Corner (based on RUPs and Non-RUPs issued) in order to determine the appropriate vehicle trip reduction goal.

If through an amendment to the Comprehensive Plan, the Board of Supervisors should subsequently adopt a goal for trip reductions that is lower than that committed to in this Proffer, then the provisions of this Proffer shall be adjusted accordingly without requiring a PCA.

- E. TDM Program Components – Property-Wide. The TDM Program shall include, but not necessarily be limited to, the following Property-wide components, each of which is more fully described in the TDM Plan.
- (i) Property-wide TDM Program Management.
 - (ii) TDM Program Branding.
 - (iii) Transportation Program Web Site.
 - (iv) Promotion of Real-time Transit Information.
 - (v) Site-based Transportation Access Guides.
 - (vi) Customized Commute Profiles.
 - (vii) Bicycle Accommodations.
 - (viii) Vehicle Parking Management.
- F. TDM Program Components – New Residential. The TDM Program shall include, but not necessarily be limited to, the following residential components, each of which is more fully described in the Implementation Plan.
- (i) Residential Transportation Coordinator(s).
 - (ii) Business Center or facilities to accommodate teleworking.
 - (iii) Metrorail SmarTrip cards and Try Transit campaign for new residents.
 - (iv) Live/work/play marketing to new tenants.
- G. TDM Program Components – New Office. The TDM Program shall include, but not necessarily be limited to, the following new office components, each of which is more fully described in the Implementation Plan.
- (i) On-site Office Transportation Coordinator(s)
 - (ii) SmarTrip Cards and Try Transit Campaign for office employees
 - (iii) Advising as to pretax benefit programs, alternative work schedules, and other County and regionally based TDM programs.
- H. Process of Implementation. The TDM Program shall be implemented as follows, provided that modifications, revisions, and supplements to the implementation process as set forth herein as may be approved by the FCDOT can be made without the need for a PCA.

- (i) TDM Program Manager (“TPM”). If not previously appointed, the Applicant shall appoint and continuously employ, or cause to be employed, a TPM for the Property. If not previously appointed, the TPM shall be appointed by the Applicant no later than sixty (60) days after the issuance of the first building permit for the first new building to be constructed on the Property. During the initial stages of development, the TPM duties may be part of other duties associated with the appointee. The Applicant shall notify FCDOT and the District Supervisor in writing within 10 days of the appointment of the TPM. Thereafter the Applicant shall do the same within ten (10) days of any change in such appointment. Following the termination of the Applicant Control Period, the UOA shall be responsible for employment of the TPM.
- (ii) TDM Work Plan, Annual Report and TDM Budget. The TPM shall prepare and submit to FCDOT an initial TDM Work Plan (“TDMWHP”) and Budget no later than 180 days after issuance of the first building permit for the first new building on the Property. The TDMWHP shall include, at a minimum:
- a. Details as to the components of the TDM program that will be put into action that year;
 - b. Any revisions to the budget needed to implement the program for the coming calendar year;
 - c. A summary of the currently existing/approved development levels in the Tysons Corner Urban Center in consultation with the County (based on RUPS and Non-RUPS issued) in order to determine the appropriate vehicle trip reduction goals;
 - d. A determination of the applicable Maximum Trips After Reduction for the Property;
 - e. Provision of the specific details associated with the monitoring and reporting requirements; and
 - f. Submission of the results of any Person Surveys and Vehicular Traffic Counts conducted on the Property.

The TDMWHP shall be reviewed by FCDOT. If FCDOT has not responded with any comments within sixty (60) days after submission then the TDMWHP shall be deemed approved and the TDM program shall be implemented. If FCDOT responds with comments on the TDMWHP, then the TPM will meet with FCDOT staff within fifteen (15) days of receipt of the County’s comments. Thereafter but in any event, no later than thirty (30) days after the meeting, the TPM shall submit such revisions to the TDMWHP as discussed and agreed to with FCDOT and begin implementation of the approved program.

Each calendar year thereafter, but no later than February 1, the TPM shall submit a report which summarizes the results of the previous year's TDM Program, incorporates any new construction on the Property, proposes modifications or enhancements to program elements, and establishes a budget to cover the costs of implementation of the program for the succeeding year (the "Annual Report"). The Annual Report and TDM Budget shall be submitted to FCDOT and reviewed in the same manner as outlined above for the TDMWP and TDM Budget. The expected annual amounts of the Budget are further described in Section 4 of the TDM Plan.

- (iii) Coordination with RZ 2013-PR-009. At such time as the adjacent parcel identified as 2015 Fairfax County Tax Map 29-3 ((15)) 8 (the "adjacent property"), which is the subject of approved application RZ 2013-PR-009, implements a TDM Program, the Applicant shall coordinate its TDM programmatic efforts with the adjacent property, as appropriate, under one Administrative Group ("AG"). The AG will appoint a single TDM Program Manager ("Joint TPM") who will be responsible for submitting a collective Annual Report for both properties. The Joint TPM may or may not be the same individual designated as the Applicant's TDM Program Manager in accordance in Paragraph H (i) and whose duties are described elsewhere in this Proffer. The Joint TPM shall serve as the FCDOT point of contact for both developments and the Applicant shall notify FCDOT of the appointment of the Joint TPM in accordance with the timing requirements outlined in Paragraph H (i).

The collective Annual Report shall contain those elements described in Paragraph H (ii) for each individual development and, additionally, shall include a description of the internal trip reductions achieved between the two properties under the AG. Each applicant shall be responsible for preparing its individual TDM Budget, as described in Paragraph H (ii), and each TDM Budget shall be included with the collective Annual Report submitted by the Joint TPM.

Notwithstanding the above, the Applicant is in no way responsible for the implementation and success of the TDM Program associated with the adjacent property and any remedial measures and/or penalties associated with the adjacent property are not the responsibility of this Applicant.

- I. TDM Account. The Applicant, through the TPM, shall establish a separate interest bearing account with a bank or other financial institution qualified to do business in Virginia as approved by Fairfax County (the "TDM Account") within 30 days after approval of the Annual Report. All interest earned on the principal shall remain in the TDM Account and shall be used by the TPM for TDM purposes. The TDM Account shall be funded solely by the Applicant, through the TPM, until the end of the Applicant Control Period. At the end of the Applicant Control Period, a line item for the TDM Account shall be included in the UOA, or its equivalent, budget. The governing documents that establish and control the

development shall provide that the TDM Account shall not be eliminated as a line item in the governing budget and that funds in the TDM Account shall not be utilized for purposes other than to fund TDM strategies/programs and/or specific infrastructure needs as may be approved in consultation with FCDOT.

Funding of the TDM Account shall be in accordance with the budget for the TDM Program elements to be implemented in a given year. In no event shall the TDM Budget for the Property overall be required to exceed \$158,500 and in no event shall an individual building's obligation to fund the TDM Budget exceed the proportion set forth in the Implementation Plan (these amounts shall be adjusted annually as specified in Proffer 73). The TPM shall provide written documentation to FCDOT demonstrating the establishment of the TDM Account within ten (10) days of its establishment. The TDM Account shall be replenished annually thereafter following the establishment of each year's TDM Budget. The TDM Account shall be managed by the TPM.

- J. TDM Remedy Fund. The "TDM Remedy Fund" is an account in to which the Applicant shall, through the TPM, deposit remedy payments as required to be paid pursuant to the this Proffer. The TPM may withdraw funds from the Remedy Fund for the implementation of additional TDM program elements/incentives associated with Solutions Plaza in consultation with FCDOT.

Funds from the TDM Remedy Fund shall be drawn upon only for purposes of immediate need for TDM funding and may be drawn on prior to any TDM Budget adjustments as may be required. To secure the Applicant's obligations to make payments into the TDM Remedy Fund, the Applicant shall provide the County with a letter of credit or a cash escrow as further described below.

Prior to the issuance of the first RUP or Non-RUP for each new building on the Property, the Applicant (or its successor owner or developer, but not the UOA) shall:

- (i) Establish the TDM Remedy Fund, if not previously established by the TPM, and
- (ii) Deliver to the County a clean, irrevocable letter of credit issued by a banking institution approved by the County or escrow cash in an interest-bearing account with an escrow agent acceptable to DPWES to secure the Applicant's obligations to make payments into the TDM Remedy Fund (the "Letter(s) of Credit or Cash Escrow(s)"). The Letter(s) of Credit or Cash Escrow(s) shall initially be issued in an amount equal to \$0.40 for each square foot of new office GFA and \$0.30 for each gross square foot of residential GFA shown on the approved site plan for each new building on the Property. Until the Letter of Credit or Cash Escrow for each new building shall have been posted, the figures in the preceding sentence shall be adjusted annually from the first day of the calendar month following the date on which the first RUP or Non-RUP, as the case may be, for the

first new building within the Property has been issued and shall change on each anniversary as specified in Proffer 73. The Letter(s) of Credit or Cash Escrow(s) shall name the Applicant/TPM as the beneficiary and shall permit partial draws or a full draw. The foregoing stated amount(s) of the Letter(s) of Credit or Cash Escrow(s) shall be reduced by the sum of any and all previous draws under the Letter(s) of Credit or Cash Escrow(s).

K. TDM Incentive Fund. The "TDM Incentive Fund" is an account into which the Applicant, through the TPM, shall deposit contributions to fund a multimodal incentive program for initial purchasers/lessees within the Solutions Plaza development. Such contributions shall be made one time on a building by building basis at the rate of \$0.02 per gross square foot of new office or residential uses to be constructed on the Property at the time of issuance of the first initial RUP or Non-RUP for each building.

L. TDM Penalty Fund. The "TDM Penalty Fund" is an account in to which the Applicant shall, through the TPM, deposit penalty payments as may be required to be paid pursuant to the this Proffer for non-attainment of trip reduction goals. The County may withdraw funds from the TDM Penalty Fund for the implementation of additional TDM program elements/incentives and/or congestion management in Tysons Corner. To secure the Applicant's obligations to make payments into the TDM Penalty Fund, the Applicant shall provide the County with a letter of credit or a cash escrow as further described below.

Prior to the issuance of the first RUP or Non-RUP for each new building on the Property, the Applicant (or its successor owner or developer, but not the UOA) shall:

- (i) Establish the TDM Penalty Fund, if not previously established by the TPM, and
- (ii) Deliver to the County a clean, irrevocable letter of credit issued by a banking institution approved by the County or escrow cash in an interest-bearing account with an escrow agent acceptable to DPWES to secure the Applicant's obligations to make payments into the TDM Penalty Fund (the "Letter(s) of Credit or Cash Escrow(s)"). The Letter(s) of Credit or Cash Escrow(s) shall initially be issued in an amount equal to \$0.10 for each square foot of new office GFA and \$0.05 for each gross square foot of residential GFA shown on the approved site plan for each new building on the Property. Until the Letter of Credit or Cash Escrow for each new building shall have been posted, the figures in the preceding sentence shall escalate annually from the first day of the calendar month following the date on which the first RUP or Non-RUP, as the case may be, for the first new building within the Property has been issued and shall change on each anniversary of said date as specified in Proffer 73. The Letter(s) of Credit or Cash Escrow(s) shall name the County as the beneficiary and shall permit partial draws or a full draw. The foregoing stated amount(s) of the

Letter(s) of Credit or Cash Escrow(s) shall be reduced by the sum of any and all previous draws under the Letter(s) of Credit or Cash Escrow(s) and payments by the Applicant (or the TPM) into the TDM Penalty Fund.

- M. Monitoring. The Applicant shall verify that the proffered trip reduction goals are being met through the provision of Person Surveys and/or Vehicular Traffic counts of new residential and new office uses and/or other such methods as may be reviewed and approved by FCDOT. The results of such Person Surveys and Vehicular Traffic Counts shall be provided to FCDOT as part of the Annual Reporting process. Person Surveys shall be conducted and Vehicular Traffic Counts collected for the Property one year following issuance of the final initial RUP or Non-RUP for the first new residential or office building to be constructed on the Property.

Person Surveys shall be conducted every three (3) years and Vehicular Traffic Counts shall be collected annually until the results of three consecutive annual traffic counts show that the applicable Maximum Trips After Reduction for the Property are not exceeded. At such time as three consecutive traffic counts show that the applicable Maximum Trips After Reduction for the Property has not been exceeded, the Applicant Control Period associated with the Property shall terminate. At such time and notwithstanding the provisions below, Person Surveys and Vehicular Traffic Counts shall thereafter be provided every five (5) years. Notwithstanding the aforementioned, at any time prior to or after Stabilization, FCDOT may suspend such Person Surveys and/or Vehicular Traffic Counts if conditions warrant such.

N. Remedies and Penalties

- (i) Pre-Stabilization. If the TDM program monitoring reveals that the Maximum Trips After Reduction for the Property is exceeded, then the Applicant shall meet and coordinate with FCDOT to address, develop and implement such remedial measures as may be identified in the Implementation Plan and Annual Report.

- a. Such remedial measures shall be funded by the Remedy Fund, as may be necessary, and based on the expenditure program that follows:

Maximum Trips Exceeded	Remedy Expenditure
Up to 1%	No Remedy needed
1.1% to 3%	1% of Remedy fund
3.1% to 6%	2% of Remedy Fund
6.1% to 10%	4% of Remedy Fund
Over 10%	8% of Remedy Fund

- b. If the results of the Vehicular Traffic Counts conducted during Pre-Stabilization show that the trip reduction goals have been met site-

wide for three (3) consecutive years in accordance with the goals outlined on the table below, then a portion of the Remedy Fund as outlined in the same table below shall be released back to the building owner(s). The amount released will be relative to the amount contributed by those buildings constructed and occupied at the time of Vehicular Traffic Counts. Any funds remaining in the Remedy Fund after such release will be carried over to the next consecutive three (3) year period.

Up to 65,000,000 Square Feet of GFA in Tysons		65-84,000,000 Square Feet of GFA in Tysons		84-90,000,000 Square Feet of GFA in Tysons	
Meet or Exceed Trip Goal for 3 years by:	Cumulative % Remedy Fund Returned	Meet or Exceed Trip Goal for 3 years by:	Cumulative % Remedy Fund Returned	Meet or Exceed Trip Goal for 3 years by:	Cumulative % Remedy Fund Returned
0% - 4.9%	30%	0.0% - 4.9%	50%	0.0% - 4.9%	65%
5% - 10%	50%	5% - 10%	65%	5% - 8%	80%
10.1% - 15%	65%	10.1% - 13%	80%	8.1% - 10%	90%
15.1% - 18%	80%	13.1% - 15%	90%	>10%	100%
18.1 - 20%	90%	>15%	100%		
>20%	100%				
90-96,000,000 Square Feet of GFA in Tysons		96-113,000,000 Square Feet of GFA in Tysons		113,000,000+ Square Feet of GFA in Tysons	
Meet or Exceed Trip Goal for 3 years by:	Cumulative % Remedy Fund Returned	Meet or Exceed Trip Goal for 3 years by:	Cumulative % Remedy Fund Returned	Meet or Exceed Trip Goal for 3 years by:	Cumulative % Remedy Fund Returned
0.0% - 4.9%	80%	0.0% - 4.9%	90%	> 0.0%	100%
5% - 8%	90%	5%	100%		
>8%	100%				

- c. There is no requirement to replenish the TDM Remedy Fund at any time. Any cash left in the Remedy Fund will be released to the TPM for final distribution to the owners once three consecutive annual Vehicular Traffic Counts conducted after Stabilization show that the trip reduction goals have been met.

(ii) Following Stabilization. If the TDM program monitoring reveals that the Maximum Trips After Reduction for the Property is exceeded, then the TPM shall meet and coordinate with FCDOT to address, develop and implement such remedial measures as may be identified in the Implementation Plan and Annual Report and funded by the Remedy Fund as may be necessary commensurate with the extent of deviation from the Maximum Trips After Reduction goal and as set forth in accordance with the expenditure schedule outlined above.

- a. If the results of the Vehicular Traffic Counts conducted upon Stabilization show that the trip reduction goals have been met site-wide for three (3) consecutive years in accordance with the goals outlined in the table above, then any remaining Remedy Funds shall be released back to the building owners through the TPM.
- b. If despite the implementation of remedial efforts, the applicable Maximum Trips After Reduction (based on the development levels then existing) are still exceeded after three (3) consecutive years, then, in addition to addressing further remedial measures as set forth in this Proffer, the TPM shall be assessed a penalty according to the following:

Exceeded Trip Goals	Penalty
Less than 1%	No Penalty Due
3.1% to 6%	10% of Penalty Fund
6.1% to 10%	15% of Penalty Fund
Over 10%	20% of Penalty Fund

Penalties may be incurred in subsequent Stabilization years during the Applicant Control Period when the applicable Maximum Trips After Reduction for the Property continue to be exceeded and provided there are funds still available in the TDM Penalty Fund.

- (iii) The Applicant shall make the payments required by this Proffer into the TDM Penalty Fund upon written demand by the County, and the County shall be authorized to withdraw the amounts on deposit in the TDM Penalty Fund. If the Applicant fails to make the required penalty payment to TDM Penalty Fund within thirty (30) days after written demand, the County shall have the ability to withdraw the penalty amount directly from the Letter(s) of Credit or Cash Escrow(s).
- (iv) The maximum amount of penalties associated with the Property, and the maximum amount the Applicant shall ever be required to pay pursuant to the penalty provisions of this Proffer, including prior to and after Stabilization, shall not in the aggregate exceed the amount of the Letter(s) of Credit or Cash Escrow(s) determined and computed pursuant to the provisions above. There is no requirement to replenish the TDM Penalty

Fund at any time. Upon the end of the Applicant Control Period, the Letter(s) of Credit and/or any cash left in the Cash Escrow(s) shall be released to the Applicant.

- O. Additional Trip Counts. If an Annual Report indicates that a change has occurred that is significant enough to reasonably call into question whether the applicable vehicle trip reduction goals are continuing to be met, then FCDOT may require the Applicant (or UOA after termination of the Applicant Control Period) to conduct additional Trip Counts (pursuant to the methodology set forth in the Implementation Plan) within 90 days to determine whether in fact such objectives are being met. If any such Trip Counts demonstrate that the applicable vehicle trip reduction goals are not being met, then the Applicant or UOA shall meet with FCDOT to review the TDM strategies in place and to develop modifications to the TDM Plan to address the surplus of trips.
 - P. Review of Trip Reduction Goals. At any time concurrent with remedial actions and/or the payment of penalties as outlined above, the Applicant may request that FCDOT review the vehicle trip reduction goals established for the Property and set a revised lower goal for the Property consistent with the results of such surveys and traffic counts provided for by this Proffer. In the event a revised lower goal is established for the Property, the Maximum Trips After Reduction shall be revised accordingly for the subsequent review period.
 - Q. Continuing Implementation. At the termination of the Applicant Control Period, the UOA shall bear sole responsibility for continuing implementation of the TDM Program and compliance with this Proffer. The UOA shall continue to administer the TDM Program in the ordinary course in accordance with this Proffer including submission of Annual Reports.
 - R. Notice to Owners. All owners of the Property shall be advised of the TDM Program set forth in this Proffer. UOA members shall be informed of their funding obligations pursuant to the requirements of this Proffer prior to the purchase of units and the requirements of the TDM Program, including the annual contribution to the TDM Program (as provided herein), shall be included in all initial purchase documents and within the UOA documents.
 - S. Enforcement. If the TPM fails to timely submit a report to FCDOT as required by this Proffer, the TPM shall have sixty (60) days within which to cure such violation. If after such sixty (60) day period the TPM has not submitted the delinquent report, then the Applicant shall be subject to a penalty of \$100 per day not to exceed \$36,500 for any one incident. Such penalties shall be payable to Fairfax County to be used for transit, transportation, or congestion management improvements within the vicinity of the Property.
55. Block F Existing Office Uses. As provided in Proffer 54, certain components of the TDM Plan are applicable to and would benefit the existing office uses on Block F. The TPM shall make available information on those components to those existing uses. Such

uses shall not however be subject to monitoring/remediation nor will penalties be assessed against the existing uses on Block F.

56. Transportation Demand Management for Retail/Service/Hotel Uses. Certain components of the TDM Plan are applicable to and will benefit the proposed retail/hotel uses on the Property. Therefore, the Applicant shall provide an additional TDM program that is tailored to specifically serve the Retail/Service/Hotel Uses (the "Retail/Service/Hotel TDM Program"). In no event will monitoring or penalties be assessed against the Retail/Service/Hotel Uses, which may be established on the Property.
57. Intelligent Transportation Systems. To optimize safe and efficient travel in Tysons, the Applicant shall incorporate and maintain a system (or utilize a third party source) that provides pertinent traffic and transit information that allows users to make informed travel decisions. This information shall be provided at initial occupancy of each building. The delivery of this information shall be made convenient for building occupants and visitors, such as via computer, cell phone, monitors, or similar technology. Such devices may provide, but not be limited to, information on the following:
- A. Traffic conditions, road hazards, construction work zones, and road detours.
 - B. Arrival times and delays on Metrorail, Tysons Circulator, and area bus routes.
 - C. Bus stops pre-wired for real-time arrival/departures information.

The Applicant shall work with FCDOT and/or the Tysons Partnership to identify sources and facilitate electronic transmittal of data. Furthermore, the Applicant shall participate in efforts to implement any future dynamic traffic management program for the Tysons area.

AFFORDABLE/WORKFORCE HOUSING

58. Affordable Dwelling Units. If required by the provisions of Part 8 of Article 2 of the Ordinance, Affordable Dwelling Units ("ADUs") shall be provided pursuant to said regulations unless modified by the ADU Advisory Board.
59. Workforce Dwelling Units. In addition to any ADUs that may be required pursuant to these Proffers, the Applicant shall also provide for-sale and/or rental housing units on the Property in accordance with the Board of Supervisors' Tysons Corner Urban Center Workforce Dwelling Unit Administrative Policy Guidelines dated June 22, 2010. Workforce Dwelling Units ("WDUs") shall be provided such that the total number of ADUs, if any, plus the total number of WDUs results in not less than twenty percent (20%) of the total residential units constructed as part of the Proposed Development. For all dwelling units constructed on the Property, the 20% applies to the total number of dwelling units to be constructed in that portion of the proposed development. If ADUs are provided in the development, both the ADUs and the ADU bonus units shall be deducted from the total number of dwelling units on which the WDU calculation is based.

The WDUs generated by each residential rental building on the Property shall be provided within said building. The Applicant reserves the right to provide WDUs associated with for-sale condominiums as rental units in the residential rental buildings on the Property, provided that RUPs shall not be issued for more than seventy-five percent (75%) of the total number of condominiums until such time as RUPs have been issued for at least seventy-five percent (75%) of the associated WDUs in the rental building, or such later date as may be determined by the Zoning Administrator pursuant to Proffer 72. The WDUs shall have a bedroom mix similar to that provided in the market rate units of the building in which they are located. Additionally, in the event that parking spaces are guaranteed to be made available for lease to individual market rate dwelling units, at least one (1) parking space shall be made available for lease by each ADU and/or WDU.

Notwithstanding the foregoing, the Applicant reserves the right to enter into a separate binding written agreement with the appropriate Fairfax County agency as to the terms and conditions of the administration of the WDUs following approval of this Application. Such an agreement shall be on terms mutually acceptable to both the Applicant and Fairfax County and may occur after the approval of this Application. Neither the Board of Supervisors nor Fairfax County shall be obligated to execute such an agreement. If such an agreement is executed by all applicable parties, then the WDUs shall be administered solely in accordance with such an agreement and the provisions of this Proffer as it applies to WDUs shall become null and void. Such an agreement and any modifications thereto shall be recorded in the land records of Fairfax County.

60. Non-Residential Contribution for Workforce Housing. For new office and hotel buildings to be constructed on the Property, the Applicant shall select, within their sole discretion, one of the following two options for contributing toward the provision of affordable and/or workforce housing within Tysons Corner. These contributions shall be made to the Board of Supervisors to be deposited in a specific fund to be used solely for this purpose within Tysons Corner and shall be payable at the time of issuance of the Non-RUPs for new office or hotel buildings constructed on the Property. The options shall consist of either (i) a one-time contribution of \$3.00 for each square foot of GFA of new office or hotel use excluding any ground floor retail/services uses and public uses, or (ii) an annual contribution of \$0.25 for each square foot of GFA of new office or hotel excluding any ground floor retail/services uses and public uses continuing for a total of sixteen (16) years. Contributions commitments under this Proffer shall not apply to existing Buildings F1, F2 and F3.

PARKS AND RECREATIONAL FACILITIES

61. Publicly Accessible Parks. The Applicant shall provide a variety of park space on the Property that will be open and accessible to the public as depicted on the CDP. For areas that are not specifically dedicated to the Board of Supervisors for park purposes, the Applicant shall retain the area(s) in fee simple, record public access easement(s) ensuring that the park space is open to the public for periods of time consistent with traditional Fairfax County parks; and provide for perpetual private maintenance. The Applicant shall also work with the Fairfax County Park Authority ("FCPA") to plan and coordinate

activities and events within the publicly accessible park areas, particularly Magnetic Park. A wayfinding and signage system shall be developed in coordination with FCPA at the time of building plan approval or CSP approval, whichever occurs first, to ensure the public can easily identify and access all publicly accessible park spaces, with particular emphasis placed on the area above the street level identified as Energy Park. The wayfinding signs shall be installed by the Applicant concurrent with park construction.

The variety and quantity of recreational facilities and amenities provided in the publicly accessible parks shall generally follow the Public Urban Park Programming list found on Sheet L-3.0. This shall serve as a guide, but the recreational facilities and amenities to be provided shall be subject to refinement and adjustment at the time of FDP and site plan, provided they result in a similar variety and level of physical activity.

The construction of the publicly accessible parks shall occur in phases as generally shown on the Phasing Exhibits and described below, with adjustments permitted with FDP approval. The following publicly accessed parks shall be provided as identified on Sheet L-3.0 of the CDP:

- A. Media Place (Public Park 1) – This street level park of approximately 6,800 square feet is located at the corner of Route 7 and Station Place. As shown on Sheet L-5.2 of the CDP, this urban plaza in close proximity to the metro station includes hardscaping, landscaping, outdoor seating, landmark elevator kiosk, potential bike share station and vendor kiosk, and sculptural landscaping elements. More specific details shall be determined at time of FDP approval for Building E2 and construction shall be concurrent with the development of Building E2.
- B. Solutions Promenade (Public Park 2) – Extending from Park Avenue to Route 7 in both Blocks E and F, this approximate 72,900 square foot park includes a treed promenade, specialty paving, landscaping, a variety of outdoor seating, and interactive sculptural elements. Well marked public access to Solutions Promenade is provided through a monumental staircase from Route 7, an elevator kiosk in Media Place, and a pedestrian bridge connection from the Greensboro Metro station bridge as described in Proffer 46. Additional stairs/elevators may be provided to meet building code requirements or other design considerations. The design details depicted on Sheet L-5.2 may be adjusted at time of FDP approval for Buildings E1 and E2. Construction of portions of Public Park 2 shall occur with the construction of Buildings E1 and E2 as determined at FDP.
- C. Energy Park (Public Park 3) – Accessed from Solutions Promenade, this approximate 33,200 square foot park offers active recreational facilities such as a playground, labyrinth, bocce court, game tables and sport court. The design details depicted on Sheet L-5.2 may be adjusted at time of FDP approval for Buildings E1 and E2 and construction of this park shall occur with the construction of Buildings E1 and E2, whichever occurs last.

- D. Technology Plaza (Public Park 4) – This street level plaza, approximately 11,500 square feet in size, is located adjacent to Route 7 at the corner with Madison Street. It is designed to provide a gathering place related to Building E-2. A highly visible stairway provides another point of access from Route 7 to the upper level parks of Solutions Promenade and Energy Park. Public Park 4 may include, but not be limited to, multiple seating areas, specialty paving, a water feature and landscaping. More specific details shall be determined at time of FDP approval for Building E2 and construction shall be concurrent with the development of Building E2.
- E. Magnetic Park (Public Park 5) – This street level urban park, approximately 32,900 square feet in size, is located at the intersection of Park Avenue and Madison Street. The design for this urban park may include, but not be limited to, an open lawn area, an outdoor gathering/performance space, a retail kiosk (Building C4), interactive fountains, sculpture, landscaped areas and a variety of fixed and movable outdoor seating as shown on Sheet L-5.1. The C4 kiosk, if provided, shall be between of 750 and 1,500 square feet in size. Structured parking may be constructed beneath this park to serve adjacent buildings. A pedestrian connection through adjacent Atrium Park (Public Park 6) will provide access to the Magnetic Park from Solutions Drive. The design details depicted on Sheet L-5.1 may be adjusted at time of FDP approval for Buildings C2 and construction of this park shall occur with the construction of Buildings C2 and C3 as identified in the Phasing Exhibits.
- F. Atrium Park (Public Park 6) – This urban park extends from Solutions Drive to Magnetic Park. Street level access is provided from Solutions Drive and Magnetic Park. The design details depicted on Sheet L-5.1 may be adjusted at time of FDP approval for Building C-2 or C-3. The construction of Atrium Park shall occur with the construction of Building C-2.
- G. Ideation Park (Public Park 7) – This street level park located south of Park Avenue between Building E1 and existing Buildings F1 and F2 is approximately 9,700 square feet in size. This park represents a new design of an existing open space area and results in a mixture of hardscape, lawn panel, specialty plantings, sculptural elements, tables, chairs and benches as depicted on Sheets L-5.2. Wireless fidelity (Wi-Fi) capability shall be included as an activation element. More specific details shall be determined at time of FDP approval for Building E1 and construction shall be concurrent with the development of Building E1.
62. Private Park Space. In addition to the publically accessible parks described in the proffer above, the Applicant shall provide private park space as listed on Sheet L-3.0. Active recreational uses, such as a children’s play area, jogging track, outdoor recreational lawn games (bocce, badminton, croquet), or the equivalent, shall be provided within the private park space in Block A. Specific details and amenities to be provided in these private park spaces shall be determined at time of FDP for the applicable building, however, the design of the private park spaces may be revised at the time final site plan and building permit approval provided the type, quality, and quantity of the amenities identified on the

FDP are provided. Construction of the private parks shall be concurrent with the development of each building.

63. Amenities and Facilities for Residents. The Applicant shall provide on-site recreational facilities for the future residents of the Property. Pursuant to Paragraph 2 of Section 6-110 and Paragraph 2 of Section 16-404 of the Ordinance regarding developed recreational facilities, the Applicant shall expend a minimum of \$1700 per market-rate and workforce residential unit on such recreation facilities. Prior to final bond release for the Property, the balance of any funds not expended on-site, as determined by DPWES shall be contributed to the Fairfax County Board of Supervisors for the provision of recreation facilities serving Tysons Corner.

The specific facilities and amenities to be provided for each individual residential building or shared between two or more buildings shall be determined at the time of FDP approval and provided concurrent with construction of the individual residential buildings. Amenities to be provided may include, but not be limited to:

- A. Private exterior recreational areas/courtyards to be provided on the ground level, the upper level of the parking podiums and/or the roof level (which may be the same as the private park spaces in Proffer 62), to include, but not be limited to seating areas, walking paths, specialty landscaping, lawn areas, hardscape areas, passive recreation areas, and swimming pools;
 - B. Clubroom(s) for community gatherings;
 - C. Media/entertainment center(s); and
 - D. Fitness center(s) with exercise equipment such as stationary bikes, treadmills, weight machines, free weights, etc. and/or sports courts.
64. Athletic Field Contribution. To address the Comprehensive Plan's recommendations for the provision of athletic fields in Tysons, the Applicant shall provide, or cause to be provided, on property identified among the Fairfax County 2015 tax assessment records as 39-2 ((1)) part 13D and part 13E ("Part Parcels 13D and 13E"), one full-size rectangular athletic field with a synthetic all-weather turf, netting and/or fencing, two player benches, field striping, two sets of goals (both football and soccer goals), and field lights consistent with Fairfax County Park Authority (FCPA) specifications (the "Athletic Field") and adequate parking spaces as determined by FCPA staff and as shown on the Generalized Development Plan (GDP) and Special Exception Plat (SE Plat) associated with PCA 75-7-004-03 and SE 2015-PR-021 (collectively, the "Athletic Field Facilities"). The land area to support the Athletic Field Facilities is generally shown on Exhibit 1 (the "Athletic Field Site"). The Athletic Field, including overrun areas, shall measure approximately 392 feet in length by 212 feet in width, with a slight reduction in the overrun area in the northeast corner of the field as shown on the GDP and SE Plat associated with PCA 75-7-004-03 and SE 2015-PR-021.

The final design of the Athletic Field shall be determined in coordination with the FCPA. Prior to commencing construction of the field, the Applicant shall meet with FCPA to ensure that the proposed design of these facilities meet or exceed all applicable FCPA standards for comparable County facilities. In addition, the Applicant shall enter into, or cause to be executed, an agreement with FCPA, in a form acceptable to the County Attorney, setting forth the details of the easement dedication, facility construction, parking and perpetual maintenance responsibilities of the Athletic Field Facilities. The owner of the Athletic Field Site shall retain fee simple ownership of the Athletic Field Site and record a public access easement over the Athletic Field Site in keeping with the agreement with FCPA. FCPA shall be responsible for maintenance and future replacement of the Athletic Field, standard FCPA field lights, and associated netting and fencing and the owner of the Athletic Field Site shall be responsible for maintenance of the remainder of the Athletic Field Site as designated on the GDP and SE Plat for PCA 75-7-004-03 and SE 2015-PR-021, and as may be subsequently amended.

This above referenced athletic field contribution will fully satisfy the athletic field expectation of the Proposed Development on the Property as well as the proposed development associated with RZ 2013-PR-009. It is anticipated that the Athletic Field Facilities will require approval of PCA 75-7-004-03 and SE 2015-PR-021, which the owner of the Athletic Field Site shall diligently pursue.

A. Athletic Field Facilities Construction.

- (i) Should PCA 75-7-004-03 and SE 2015-PR-021 be approved by the Board of Supervisors on or before June 30, 2016, the Applicant shall construct the Athletic Field Facilities and meet the minimum requirements for issuance of a Non-RUP for the Athletic Field, as established in Section 18-704 of the Zoning Ordinance, prior to the issuance of any RUPs or Non-RUPs for the second new building to be constructed on the Property (for clarity, in Block A there are three buildings identified as A1, A2 and A3; in Block B there are three buildings identified as B1, B2 and B3; in Block C there are four buildings, identified as C1, C2, C3 and C4; and in Block E there are two buildings identified and E1 and E2) or such later time as may be determined by the Zoning Administrator pursuant to Proffer 72.
- (ii) A public use easement to the benefit of Fairfax County shall be recorded in a form approved by the County Attorney over the Athletic Field Site, as generally shown on Exhibit 1, prior to bond release for the Athletic Field Facilities, or such time as may be extended in accordance with the provisions of Proffer 72.

- B. Athletic Field Escrow Account. In the event PCA 75-7-004-03 and SE 2015-PR-021 are not approved by the Board of Supervisors on or before June 30, 2016, then prior to the issuance of any RUPs or Non-RUPs for the new second building to be constructed on the Property, the Applicant shall establish an interest-bearing escrow account and place the amount of \$12,000,000 in escrow pursuant to the terms of an escrow agreement in a form mutually acceptable to Fairfax County

and the Applicant (the "Athletic Field Escrow Account") to secure the future purchase of land and the construction of a full-size field to fully satisfy the athletic field expectation of the Proposed Development on the Property as well as the proposed development associated with RZ 2013-PR-009.

The escrow agreement shall stipulate that upon thirty (30) days written notice from Fairfax County, the Applicant shall release the funds in the Athletic Field Escrow Account, including any accrued interest, to Fairfax County or its designee for use in the acquisition, design and construction of athletic fields serving the Tysons Area.

- C. Notwithstanding the foregoing, if a decision on PCA 75-7-004-03 and SE 2015-PR-021 does not occur by June 30, 2016, the timeframes specified in Par. B above may be extended by Fairfax County at its sole discretion. However, in the event, PCA 75-7-004-03 and SE 2015-PR-021 are not decided by June 30, 2017, the Applicant shall meet its athletic field contribution commitment through the implementation of Par. B above.
- D. Should part or all of Parcels 13D and 13E be the subject of a rezoning, special exception of special permit action in the future, the Athletic Field Facilities, Athletic Field Site, and associated public use easement may be reconfigured without the need for a PCA associated with this Rezoning.

PUBLIC FACILITIES

65. Community Library. To address the Comprehensive Plan's recommendations regarding the provision of public facilities in Tysons Corner, the Applicant shall design, permit, construct and dedicate to Fairfax County or its designee, space within Building E2, or alternatively within Building E1, to house a new Fairfax County Community Library. Notwithstanding what is listed in the Development Tabulations on Sheet C-2, the Community Library shall consist of approximately 19,000 square feet of GFA and up to 25 designated exclusive parking spaces, including required accessible spaces (the "New Library"). Additional dedicated spaces may be made available to the County at the Applicant's discretion at then market prices. The Applicant shall further maintain at least 50 parking spaces as unreserved spaces available to users of the New Library. At the Applicant's sole election, the unreserved spaces may also be utilized by other users of the Proposed Development and the general public on a first-come, first-served basis. The unreserved spaces may include up to 10 parking spaces certified for the handicapped parking under the Americans with Disabilities Act. The Applicant shall be permitted to charge the same parking fees for users of the New Library as for other users of these unreserved spaces.

Determination of whether the New Library is to be provided in Building E1 or E2 shall be made by Fairfax County prior to submission of the first FDP application submission for either Building E1 or E2. The Applicant shall provide written notice to the County, specifically the Providence District Supervisor, the Director of the Fairfax County Public Library ("FCPL") and DPZ, stating that the Applicant intends to file a FDP, requesting

determination by the County of whether the New Library should be provided with the subject FDP, and containing the text **“REQUIRES RESPONSE IN 60 DAYS”** in bolded, caps lock text on the first page. The County shall have sixty (60) days to elect, in its sole discretion, either to (A) deliver a written notice to the Applicant electing to include the New Library in the FDP, or (B) deliver a written notice to the Applicant electing not to include the New Library in the FDP, in which latter case the New Library shall then be included in the FDP for the other building. Failure to respond in sixty (60) days shall be deemed that the County has elected not to have the New Library included in the subject FDP. Should the County elect to have the New Library included in the FDP, the Applicant shall submit the FDP application within six months of receipt of the County’s written notice, or within an alternate time period mutually agreed upon by the Applicant and the County.

The New Library shall be provided on one or two floors and have pedestrian access from Solutions Promenade for the Building E2 location or from Park Avenue for the Building E1 location. Access from the parking garage shall be provided through the building’s main lobby or as may be mutually agreed upon by the Applicant and the County. The design shall endeavor to include an open, airy, light filled entry way and shall accommodate community gathering and polling spaces. The parking garage design shall include a separate staff entrance directly from the garage into the library (or as otherwise mutually agreed to at FDP), book drop, and appropriate wayfinding signage. Access to a loading space in the garage shall also be provided. The mechanical system shall be determined at building permit, with the acknowledgement of the County’s preference for a separate system. The New Library shall be provided in accordance with the following:

- A. Specifications for the New Library. The New Library shall be designed and constructed in accordance with, and to include those items identified in, both the "Fairfax County Library Design Manual Adjusted for Tysons Library Proffers, dated April 2015" and the "Guidelines for Architects and Engineers, County of Fairfax, Virginia, Department of Public Works and Environmental Services, dated February 2015", as such Design Manual and Guidelines may be amended through the date of design and construction as a result of changes in applicable federal, state and/or local codes, (collectively, the "Library Standards"), or to such other standards or specifications as may otherwise be mutually agreed upon by the Applicant and the County. In all instances, the New Library shall be designed and constructed in keeping with the level of detail and quality exhibited in other publicly funded Fairfax County community libraries then in existence or under construction. The New Library space shall be provided as finished space as described in the Library Standards; however, it is understood that furnishings, fixtures and equipment (“FF & E”) that are specified in the Library Standards to be furnished and installed by the general contractor shall be the responsibility of the Applicant and FF & E that are specified in the Library Standards to be furnished and installed by the owner or owner-contracted provider shall be the responsibility of the County; except that the furnishing and installation of all library shelving units shall be the responsibility of the County.

- B. Design Coordination. The Applicant shall coordinate the design of the New Library with the Building Design and Construction Division of DPWES ("BDCD") and FCPL as follows:
- (i) Final Development Plan. Prior to submission of an FDP for Building E1 and/or E2 to DPZ, the Applicant shall submit a draft of the FDP to BDCD and FCPL for their proprietary review and approval of the aspects of the FDP related to the New Library.
 - (ii) Site Plan. Prior to submission of a site plan for the building in which the New Library is to be located to Land Development Services Division of DPWES, the Applicant shall submit a draft of the site plan to BDCD and FCPL for their proprietary review and approval of the aspects of the site plan related to the New Library.
 - (iii) Construction Documents. During the preparation of the Construction Documents for the building in which the New Library is to be located and prior to submission for building permit approval, the Applicant shall submit 35% Construction Documents, and later 95% Construction Documents, to BDCD and FCPL for their proprietary review and approval of the aspects of the Construction Documents related to the New Library.
 - (iv) Review Process. In each event of submission to, and review and approval by, BDCD and FCPL as provided above, the following shall apply:
 - a. The phrase "related to the New Library" in the preceding paragraphs B (i) through B (iii) shall be construed to apply to, among other things, elements of the building in which the New Library is to be located and the related infrastructure necessary for the operation of the New Library.
 - b. The phrase "35% Construction Documents" in the preceding paragraph B (iii) shall be construed to include drawings and specifications that describe and fix the project's architectural, structural, mechanical, plumbing, and electrical systems.
 - c. BDCD and FCPL shall respond in writing to the Applicant as soon as possible but no later than within thirty (30) days of its receipt of plan submissions, either approving such plans or setting forth specific comments to the same. In the latter event, the Applicant shall prepare a revised submission, subject to a fifteen (15) day BDCD/FCPL review period, and the process shall continue with 15-day review periods until the submission is approved by BDCD and FCPL. BDCD and/or FCPL failure to timely respond shall not be deemed the approval of such agency or obviate the requirement for such agency's approval.

- d. BDCD and FCPL approval of submissions under this Paragraph B shall not be unreasonably withheld, conditioned or delayed.
 - e. BDCD and FCPL review shall be cumulative, with the scope of review limited by the scope of previous comments and approval(s), such that in no event (i) shall comments on the site plan or construction documents require an amendment to the FDP, nor (ii) shall comments on the construction documents require an amendment to the site plan; provided, however, that any comment noting a failure of the submittal to conform the Library Standards shall not be so limited.
 - f. If any County comment to the New Library design deviates from the FCPL standards and would result in an incremental expense to the Applicant (including, but not necessarily limited to, design, financing/carry and/or construction costs), the Applicant shall have no obligation to incorporate such comment/change unless the County has first agreed to reimburse the Applicant for such incremental expense, as reasonably determined by the Applicant and the County.
 - g. Each request for BDCD and FCPL approval under this paragraph shall be addressed to the Director of the respective agency and accompanied by an explanatory cover letter and a copy of this Proffer.
 - h. Notwithstanding the requirement of BDCD and FCPL approval under this paragraph, the Applicant may submit its FDP, Site Plan(s) and Construction Documents for regulatory review upon submission of such documents to BDCD and FCPL; provided, however, that Applicant shall update its regulatory submission to reflect the BDCD and FCPL approved version of such submission.
- C. Additional Development Requirements. In connection with the design, permitting, contracting and construction of the New Library, the Applicant agrees that the following requirements shall apply:
- (i) The contract with the general contractor for the construction of the New Library shall be based upon the appropriate Standard Form of Agreement Between Owner and Contractor and associated General Conditions published by the *American Institute of Architects*.
 - (ii) The Applicant shall cause the general contractor to provide payment and performance bonds, each for the entire New Library contract sum and naming the County as a dual obligee on such bond. It is understood that the payment and performance bonds of the general contractor required by this provision eliminate the need for the Applicant to provide any other

bond for the benefit of the County related to the completion of the New Library; provided, however, this does not eliminate the Applicant's responsibility to provide public improvement bonds required for sidewalks, streets and other public improvements set forth in the site plan that includes the New Library, the construction of which are not covered by the payment and performance bonds of the general contractor which is completing the New Library.

- (iii) Until such time as the New Library is conveyed to the County in accordance with Paragraph D, the Applicant shall obtain and maintain in full force and effect, with financially responsible insurers authorized to transact insurance business in the Commonwealth of Virginia, in commercially reasonable amounts, (i) a standard policy of commercial general liability insurance covering its activities with regard to the New Library, (ii) automobile liability insurance for all owned, hired, and non-owned vehicles, and (iii) all legally required insurance coverage related to their employees including, but not limited to, Workers Compensation and Employer's liability coverage. The County shall be included as an additional insured on the commercial general liability and automotive policies through an endorsement, to the extent of its interest in the New Library, subject to the reasonable review and approval of the County.
- (iv) Applicant shall cause the contract with its design professionals and the general contractor to contain provisions related to warranties, guaranties, insurance, indemnities, notice claims, and retainage typical in the Northern Virginia area for commercial contracts of the general size and scope of the subject project. The warranty period shall be not less than one (1) year from final completion, and the County shall be included as an additional insured on any insurance policies required of the general contractor or, to the extent possible, the design professionals, and indemnitee under any indemnity required of the contractor or design professionals. The contract shall expressly provide that such warranties shall run to the benefit of the County following lease of the New Library to the County.
- (v) For a period of one (1) year following conveyance of the New Library to the County, the Applicant shall, upon notice, correct and remedy at its expense any damage to the New Library caused by the fault, negligence, gross negligence or intentionally tortious act or omission occurring prior to such conveyance of any officer, director, or employee of the Applicant. The obligations of the Applicant under this warranty shall not extend to the proportion of damage to the New Library caused by the fault, negligence, gross negligence or intentionally tortious act or omission of any third party, including, without limitation, the County or its separate contractor(s) and their employees, agents and/or representatives.
- (vi) The contract with the general contractor shall include customary provisions regarding the documentation to be provided in conjunction with

draw requests, including, without limitation, back-up invoices or subcontractor draws and lien waivers.

- (vii) If requested by BDCD, the Applicant shall afford representatives of BDCD reasonable access to the construction site to monitor construction activity and the condition of the New Library. Further, the Applicant agrees to invite BDCD to participate in the construction process, as it may relate to the New Library in the following areas:
- a. Quality control and safety inspections by representatives of BDCD;
 - b. Attendance in design and construction progress meetings and site walk-throughs;
 - c. Review/comment of proposed design revisions or changes to the construction contract affecting the New Library;
 - d. Review/comment on requests for information (RFIs) and submissions to the extent they relate to deviations from the design specifications for the New Library;
 - e. Participation in the development of the punch list and in final acceptance of punch list work for the New Library;
 - f. Participation in final acceptance of the New Library; and
 - g. Review/comment of all submittals, testing, and inspection reports related to the New Library.

The Applicant shall reasonably accommodate any comments provided by BDCD. In particular, the Applicant shall accommodate any comments if a failure to do so would result in the New Library not being constructed in a good and workmanlike manner in substantial conformance with the approved site plan and construction documents.

For purposes of clarity, the construction monitoring effort set forth in the preceding sentence inures to the benefit of the County in its proprietary capacity and is separate and distinct from the County regulatory inspection process. Any construction monitoring effort undertaken by the County/BDCD as provided herein shall be at the County's sole risk, cost and expense, and the County shall be solely liable for any loss, damage or injury caused by such effort and the County shall promptly restore, at its sole cost and expense, any damage to the New Library caused by such effort.

- (viii) The Applicant's construction contract shall:

- a. Carry builder's risk insurance and, if the County elects to provide additional funding pursuant to subsection B(iv)(f) above, require the contractor to carry commercial property insurance in a commercially reasonable amount and to name the "Board of Supervisors to Fairfax County, Virginia" as loss payee with regard to the additional funding;
- b. Require the contractor to provide payment and performance bonds, each for the entire New Library contract sum and naming the "Board of Supervisors of Fairfax County, Virginia" as a dual obligee on such bond;
- c. Permit the County, in its proprietary capacity, to inspect the New Library during construction;
- d. Include warranties from the contractor as set forth in Sections 4.6.1, 9.3.3, and 13.2 of the Fairfax County Form General Conditions, such sections attached hereto as Exhibit 2, as may be amended by mutual agreement between the Applicant and the Office of the County Attorney;
- e. Include Section 9.8 (including all subsections) of such General Conditions, also attached at Exhibit 2, as may be amended by mutual agreement between the Applicant and the Office of the County Attorney, including County inspection rights on substantial completion of the New Library, one-year post-completion guarantee, and guarantee bond;
- f. Require that copies of all RFIs, submittals, as-built plans, and operating and maintenance manuals related to the New Library be provided to the County; and
- g. Name the County as a third-party beneficiary of any construction contract related to the New Library, which rights shall survive completion and/or termination of such contract.

D. Construction of New Library. The Applicant shall construct the New Library in substantial conformance with the approved FDP, Site Plan, Construction Documents and these Proffers. The Applicant shall install those fixtures and equipment within the New Library as set forth in the Library Standards and with a level of detail in keeping with that exhibited in other publicly funded Fairfax County libraries then in existence or under construction. The Applicant shall provide written notice to the County that Applicant considers the New Library substantially complete, whereupon the County shall conduct an inspection of the New Library and provide the Applicant a list of reasonable "punch list" items to be completed by the Applicant after occupancy by the County; the failure to include any items on such list does not alter the responsibility of the Applicant to

fully construct the New Library in accordance with the approved FDP, Site Plan, and Construction Documents. The Applicant shall promptly complete the items identified on the "punch list". For purposes of this Proffer, "substantially complete(d)" shall mean the date, when: (i) in the reasonable determination of the County, construction of the New Library, necessary portions of remainder of the building in which the New Library is located, and the related infrastructure is sufficiently complete such that the County can safely occupy and utilize the New Library for its intended use, subject only to certain unfinished items of construction that are not necessary for the issuance of occupancy permits or the safe use of the New Library for its intended use; and (ii) all required governmental inspections applicable to the construction have been conducted and occupancy permits have been issued by the necessary authorities.

- E. Delivery of New Library/Parking. Following the County's inspection of the New Library, the Applicant, shall:
- (i) Deliver a lease reasonably acceptable to the County making the New Library available for a period of fifty (50) years rent-free. Following conclusion of the initial 50 year lease, the Applicants shall offer the County two-5 year lease renewal options rent-free. Operating expenses as typically included in a commercial lease for a Class A office building in Northern Virginia (including, but not limited to, building repair and maintenance costs), real estate taxes, if any, utility costs and cleaning costs associated with the New Library shall be the responsibility of the County. The Applicant agrees to separately meter or sub-meter water and electricity for the New Library. The lease shall further provide for a fair allocation of capital improvement expenses. The Applicant shall also be obligated to enforce to a commercially reasonable extent any and all warranty, guaranty, and indemnity obligations under the construction contract and any design contract for any defects in the design or construction of the New Library.
 - (ii) Said lease shall be delivered to the County prior to the earlier of (a) issuance of an initial Non-RUP for more than 175,000 square feet of other non-Public Library uses in the building which the New Library is located and (b) issuance of an initial Non-RUP for more than 50% of the non-Public Library square feet in said building. To facilitate tracking and compliance, the Applicant shall provide a running tabulation of all initial Non-RUPs and associated square footage for the building in which the New Library is located with each application for an initial Non-RUP. Further, delivery under the lease of the New Library space to the County shall be a condition of bond release for the building in which the New Library is located.
- F. Cash Contribution by Others. The applicant in approved rezoning application RZ 2013-PR-009 (the "RZ 2013-PR-009 Applicant") proffered contributions of \$2,234,000, subject to adjustments based on changes in the Consumer Price

Index, toward the design and construction of the New Library on the Property. Applicants in future rezoning applications may also proffer contributions to the design and construction of the New Library. Together, the contributions by the RZ 2013-PR-009 Applicant and other applicants constitute the "Library Contributions".

- (i) Following the Applicant's delivery of the New Library to the County, the Applicant shall provide a written notice to the Director of DPWES advising that the New Library has been delivered to the County and requesting release of the Library Contributions. Ninety (90) days from the date the County's receipt of the written notice, the County shall, to the extent permitted by law, release the Library Contributions and any accrued interest then received by the County to the then fee simple owner of the building housing the New Library. It is understood that any such funds held by an escrow agent shall not be considered to have been received by the County. However, within ninety (90) days from the date the County's receipt of the Applicant's written notice, the County shall request the release of any Library Contributions and any accrued interest then held by an escrow agent and, upon receipt, shall promptly pay them to the fee simple owner of the building housing the New Library.
- (ii) Any Library Contributions, including any accrued interest, that are received by the County subsequent to the Applicant's delivery of the New Library shall, to the extent permitted by law, be given by the County to the then fee simple owner of the building housing the New Library within ninety (90) days from the date of the Applicant's written notice to the Director of DPWES requesting release of said Library Contributions. With regard to any Library Contributions then held by an escrow agent, the County shall request release of such funds and, upon receipt, shall promptly pay them to the fee simple owner of the building housing the New Library.

G. Approvals Generally. Any approval of BDCD and FCPL or any other County department or agency given in such department or agency's proprietary capacity shall not be deemed the approval of, or entitle the Applicant to approval of, the County in its governmental and/or regulatory capacity.

H. Other Alternatives.

- (i) Should it be determined by the County at time of FDP for either Building E1 and/or E2 that a New Library is no longer needed in this location, the space shall be provided for another public/community use. Public/community use of this space shall be limited to museums, art galleries/studios, theatres, educational facilities, cultural centers, County or State offices or other uses mutually agreed upon by the Applicant and the County. The specifications for the alternate public use shall be

established with the FDP approval for Building E1 and/or Building E2 and shall not require a PCA and/or a CDPA.

- (ii) The Applicant may at its sole discretion offer to provide the New Library in a building on the Property other than Buildings E1 or E2. Prior to submission of an FDP for the building in which the Applicant proposes to locate the New Library, the Applicant shall meet with the Providence District Supervisor, DPZ, BDCD and FCPL to determine if the alternate location is agreeable to the County.
- (iii) The Applicant reserves the right to enter into a separate binding written agreement with Fairfax County as to the terms and conditions of constructing and leasing/conveying a New Library following approval of this Rezoning. Such an agreement shall be on terms mutually acceptable to both the Applicant and Fairfax County. Neither the Fairfax County nor the Applicant shall be obligated to execute such an agreement. If such an agreement is executed by all applicable parties, then the construction/provision of a new library shall be solely in accordance with such an agreement and the provisions of this Proffer shall become null and void.

66. Public School Contribution. Per the Residential Development Criteria Implementation Motion adopted by the Board of Supervisors on September 9, 2002, as revised, the Applicant shall contribute \$11,749 per expected student (based on a ratio of 0.100 students per residential unit) to the Fairfax County School Board to be utilized for capital improvements to schools that any students generated by the Property will attend. Such contribution shall be made prior to the issuance of the first RUP for each residential building and shall be based on the actual number of dwelling units built in each building.

If, prior to site plan approval for the respective residential buildings, Fairfax County should modify, on a county-wide basis, the expected ratio of students per subject multi-family unit or the amount of the contribution per student, the amount of the contribution shall be modified for that building to reflect the then current ratio and/or contribution. If the County should decrease the ratio or contribution amount, the amount of the contribution shall be decreased to reflect the current ratio and/or contribution. This contribution is not subject to the provisions of Proffer 73.

67. Fire Department Contribution. The Applicant shall contribute \$20,000 to Fairfax County for the cost of preemptive devices on two traffic signals along the travel route from the Tysons Corner Fire and Rescue Station 29 to the Property. Fifty percent (50%) of the contribution shall be paid upon site plan approval for each of the first two new residential or office buildings to be constructed on the Property.

STORMWATER MANAGEMENT

68. Stormwater Management.

- A. Stormwater Management ("SWM") measures for the Property shall be designed to protect receiving waters downstream of Tysons Corner by reducing runoff from impervious surfaces using a progressive approach. This progressive approach shall, to the maximum extent practicable, subject to the determination of the Department of Public Works and Environmental Services (DPWES), retain on-site and/or reuse the first inch of rainfall for all new buildings constructed on the Property. Proposed SWM and Best Management Practice ("BMP") facilities shall follow a tiered approach as identified by the County which may include infiltration facilities (where applicable), rainwater harvesting/detention vaults, runoff reducing and other innovative BMPs.

Plans submitted subsequent to this rezoning shall identify the use of certain Low Impact Development ("LID") techniques that will aid in runoff volume reduction and promote reuse throughout the site. As a part of the LID techniques proposed, the Applicant shall provide green roofs both intensive and/or extensive, bio-retention (traditional and urban) areas, soil amendments, dry swales, pervious hardscapes/streetscapes, and infiltration.

Additionally, the SWM facilities shall be designed to accommodate not just the pre-developed (existing) peak release rates, but also strive to preserve and/or improve the pre-developed (existing) runoff volumes and reduce pollutant runoff as contemplated within the stormwater management-related credits of the project's registered version, or the most current version, of the U.S. Green Building Council's applicable Leadership in Environmental Education and Design (LEED[®]) rating system (e.g., for LEED-NC 2009, the Stormwater Design-Quantity Control and Stormwater Design-Quality Control credits [Sustainable Sites 6.1 and 6.2]). The above noted SWM Facilities shall be designed, to the maximum extent practicable, to meet the requirements of the stormwater management-related credits of the project's registered version or the most current version of the U. S. Green Building Council's applicable LEED rating system for each building/phase of the development based upon the LEED Boundary identified with each building/phase.

- B. At the time of each FDP, the Applicant shall provide calculations for that phase showing the proposed volume reductions and shall work cooperatively with DPWES and DPZ to ensure that the stormwater management measures that would be sufficient to meet the requirements of the aforementioned LEED credits will be provided and that the first inch of rainfall will be retained or reused to the maximum extent practicable. Supporting information shall be included, as part of each FDP submission, that is of sufficient detail, subject to DPWES's determination in coordination with the Environment and Development Review Branch of DPZ, to demonstrate the viability of the proposed stormwater

management strategy for the area subject to the FDP. This information shall include the following:

- (i) For any BMP involving infiltration of water into the ground, soil testing information documenting that the soil will be able to support the proposed infiltration measure(s).
 - (ii) For any measure involving storage and reuse of stormwater runoff, documentation supporting assumed levels of water usage.
- C. The requirements of Paragraph B may be met on an individual building basis (to include consideration of any associated parking, roadway and/or courtyard areas) or be based upon the total area of the Property. Extended detention facilities and extended release techniques may be used to augment the proposed volume reductions. It is further understood that interim or temporary SWM and BMP measures may be required during any interim phase of the Proposed Development.

Each FDP shall include the location and preliminary design of the SWM facilities including the access points to underground vaults. Access points, detailed at the time of FDP, shall be located outside of the landscape amenity panel and sidewalk zone of the streetscape.

- D. With each subsequent site plan, the Applicant shall provide refined calculations illustrating conformance with the proposed volume reductions shown on the FDP. The specific SWM facilities shall be determined at the time of site plan, and as may be approved by the DPWES. While it is anticipated that compliance with the goal of retaining and/or reusing the first inch of rainfall and meeting the requirements of the aforementioned LEED credits will be confirmed at site plan by utilizing the proposed retention credits identified by the County as part of its stormwater spreadsheet, the Applicant reserves the right to utilize any combination of LID measures (existing and future) to meet this goal, subject to the review and approval of DPWES. Similarly, if all other County suggested stormwater alternatives have been attempted and the off-site alternatives are not permitted by VDOT, the Applicant reserves the right to over detain the runoff from a one-inch rainfall to a release rate that mimics that of a "good" forested condition.

Where it is the Applicant's intent to use a rainwater harvesting system ("RWHS") for stormwater credit, variations in reuse water demand may create fluctuations in draw down of the RWHS tank(s). If storage time will exceed 10 days, due to seasonal variation in demand, the Applicant shall have the right to discharge excess volumes off site during non-rainfall periods in a manner and at release rates as allowed by the PFM or as approved by the Director of DPWES. To the extent practicable, such discharges shall mimic release rates from a good forested condition for a significant majority of rainfall events, and/or excess volume shall be directed to other facilities using a "treatment train" approach, if possible, as

approved by the Director of DPWES. If for any reason the designed dedicated end use(s) becomes unavailable because of some change, the Applicant shall provide an approved alternative end use or install a properly designed BMP treatment system to achieve runoff reduction and treatment of the runoff.

E. The Applicant shall make stormwater management improvements to existing Buildings F1, F2, and F3 in order to capture and reuse on-site the first 0.39 inch of rainfall, through one or more techniques which may include, but not be limited to, extensive green roofs, permeable pavers, bio-retention tree pits, and rainwater harvesting. Implementation of the stormwater management improvements shall be complete prior to issuance of the first Non-RUP for Building E1 or E2, whichever occurs last.

69. Tree Replacement. As shown on the CDP, the Applicant is requesting a modification of PFM Section 12-0505.6B to allow for trees located above any proposed percolation trench or bio-retention area to count toward the 10-year tree canopy requirement. In the event that any of the said trees may need to be removed for maintenance or repair of those facilities, the Applicant shall replace removed trees as determined by the UFMD to sustain the 10-year canopy UFMD to sustain the 10-year canopy.

MISCELLANEOUS

70. Metrorail Tax District Buyout for Certain Residential Uses. At least sixty days prior to registration with the Common Interest Community Board of any residential condominium documents that would change the use of all or any portion of the Property that either i) is zoned to permit multi-family residential use but is not yet used for that purpose or ii) from use as a multi-family residential real property that is primarily leased or rented to residential tenants or other occupants by an owner who is engaged in such a business, in either case therefore taxable for purposes of the now existing Phase I Dulles Rail Transportation Improvement District (the "Phase I District") to a use that is not subject to the Phase I District tax, the Applicant shall provide a written notice to the Director of the Real Estate Division of the Fairfax County Department of Tax Administration advising that the Applicant intends to register such condominium documents for that portion of the Property. Prior to registering the condominium documents, the Applicant shall pay to Fairfax County a sum equal to the then-present value of Phase I District taxes estimated by the County to be lost as a result of that change in use.

71. Condemnation Procedures. The development of the Property in accordance with these Proffers may require the acquisition of property, rights-of-way and/or easements from parcels that are not part of the Property (collectively referred to as "Off-Site Parcels"). The Applicant shall use its good faith efforts and offer a reasonable fair market value for said property, right-of-way and/or easements. In the event the Applicant is not able to acquire the property, rights-of way and/or easements from Off-Site Parcels necessary to fulfill the obligations described herein, the Applicant shall demonstrate its efforts in writing and submit a written request to Fairfax County to acquire the property, rights-of way and easements by means of its condemnation powers.

In conjunction with any such request, the Applicant shall forward to the appropriate County agency: (a) plat, plans and profiles showing the necessary property, rights-of way and/or easements to be acquired; (b) an appraisal, prepared by a MAI (Member of the Appraisal Institute) independent appraiser approved by the County, of the value of the property, rights-of way and/or easements to be acquired and of all damages, if any, to the residue of the Off-Site Parcels; (c) a sixty (60) year title search certificate of Off-Site Parcels from which the property, rights-of way and/or easement is to be acquired; and (d) cash in an amount equal to appraised value of the property, rights-of-way and easements and of all damages to the residue of the Off-Site Parcels; and (e) a copy of written offers and counteroffers and evidence of owners refusal of such offers and counteroffers. In the event the Owner of the Off-Site Parcels are awarded more than the appraised value of the Off-Site Parcels and of the damages to the residue in a condemnation suit, the Applicant shall pay the amount of the award in excess of cash amount to the County within fifteen (15) calendar days of said award. It is understood that the Applicant, upon demand, shall pay all other costs incurred by the County in acquiring the easements to the County.

Prior to and during any potential condemnation proceedings, the Applicant, its successors and assigns, shall be permitted, at its own risk, to submit, process and receive approval of the Site Plan and related subdivision plat(s), easement plats, development permits, building plan approvals and building permits for other portions of the Property.

72. Zoning Administrator Consideration. Notwithstanding the foregoing, upon demonstration by the Applicant that, despite diligent efforts or due to factors beyond the Applicant's control, the required improvements proffered have been delayed (due to, but not limited to an inability to secure necessary permission for utility relocations and/or VDOT approval for traffic signals, etc.) beyond the timeframes specified, the Zoning Administrator may agree to a later time for completion of these improvement(s).
73. Adjustment in Contribution Amounts. All monetary contributions, except as may be further specified in these Proffers, shall adjust on a yearly basis from the base month of January 2017 and change effective each January 1 thereafter, as permitted by Virginia State Code Section 15.2-2303.3.
74. Advanced Density Credit. Advanced density credit is reserved consistent with the provisions of the Fairfax County Ordinance for all eligible dedications described herein or as may be required by Fairfax County or VDOT.
75. Severability. Pursuant to Section 18-204 of the Ordinance, any portion of the Property may be the subject of a proffered condition amendment ("PCA"), Special Exception ("SE"), Special Permit ("SP"), or Final Development Plan Amendment ("FDPA") without joinder and/or consent of the owners of the other portions of the Property, provided that such PCA, SE, SP or FDPA does not materially adversely affect the other phases. Previously approved zoning applications applicable to the balance of the Property that is not the subject of such a PCA, SE, SP or FDPA shall otherwise remain in full force and effect.

76. Successors and Assigns. These Proffers will bind and inure to the benefit of the Applicant and their successors and assigns. Each reference to "Applicant" in this proffer statement shall include within its meaning and shall be binding upon Applicant's successor(s) in interest and/or the owners from time to time of any portion of the Property during the period of their ownership. Once portions of the Property are sold or otherwise transferred, the associated proffers become the obligation of the purchaser or other transferee and shall no longer be binding on the seller or other transferee. With respect to any portion of the Property subject to a COA, the COA shall have liability for performance of any applicable proffers, but not the individual condominium owners.
77. Counterparts. These Proffers may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

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APPLICANT/CO-TITLE OWNER OF
TAX MAP 29-3 ((15)) 4D1, 7A1, 7B1, 7C1, 7E1

TMG SOLUTIONS PLAZA LAND, L.P.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
as its general partner



By: Gary E. Block
Its: Managing Director



By: G. David Cheek
Its: President

(SIGNATURES CONTINUE ON NEXT PAGE)

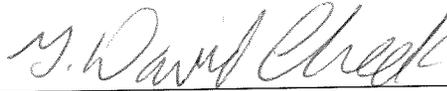
CO-TITLE OWNER OF TAX MAP
29-3 ((15)) 4D1, 7A1, 7B1, 7C1, 7E1

THE BORO I DEVELOPER, L.P.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
as its general partner



By: Gary E. Block
Its: Managing Director



By: G. David Cheek
Its: President

(SIGNATURES CONTINUE ON NEXT PAGE)

CO-TITLE OWNER OF TAX MAP
29-3 ((15)) 4D1, 7A1, 7B1, 7C1, 7E1

THE BORO I-C DEVELOPER, L.L.C.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
as its manager



By: Gary E. Block
Its: Managing Director



By: G. David Cheek
Its: President

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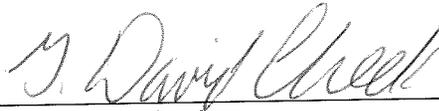
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29-3 ((15)) 4D1, 7A1, 7B1, 7C1, 7E1

THE BORO II DEVELOPER, L.P.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
Its general partner



By: Gary E. Block
Its: Managing Director



By: G. David Cheek
Its: President

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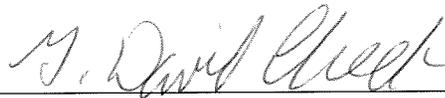
CO-TITLE OWNER OF TAX MAP
29-3 ((15)) 4D1, 7A1, 7B1, 7C1, 7E1

THE BORO II-C DEVELOPER, L.P.,
a Delaware limited partnership

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company,
Its general partner



By: Gary E. Block
Its: Managing Director



By: G. David Cheek
Its: President

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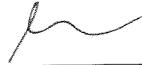
TITLE OWNER OF TAX MAP 29-3 ((15)) 4E1

TMG SOLUTIONS PLAZA 1, L.L.C.,
a Delaware limited liability company

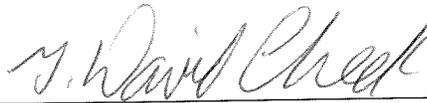
By: TMG Solutions Plaza REIT 1, L.L.C.,
a Delaware limited liability company, its Manager

By: Meridian Realty Partners TE I, L.P.,
a Delaware limited partnership, Its Manager

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company, its General Partner



By: Gary E. Block
Its: Managing Director



By: G. David Cheek
Its: President

(SIGNATURES CONTINUE ON NEXT PAGE)

TITLE OWNER OF TAX MAP 29-3 ((15)) 4F1

TMG SOLUTIONS PLAZA 3, L.L.C.,
a Delaware limited liability company

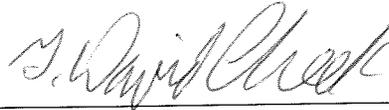
By: TMG Solutions Plaza REIT 3, L.L.C.,
a Delaware limited liability company, its Manager

By: Meridian Realty Partners TE I, L.P.,
a Delaware limited partnership, Its Manager

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company, its General Partner



By: Gary E. Block
Its: Managing Director



By: G. David Check
Its: President

(SIGNATURES CONTINUE ON NEXT PAGE)

TITLE OWNER OF TAX MAP 29-3 ((15)) 4G

TMG SOLUTIONS PLAZA 2, L.L.C.,
a Delaware limited liability company

By: TMG Solutions Plaza REIT 2, L.L.C.,
a Delaware limited liability company, its Manager

By: Meridian Realty Partners TE I, L.P.,
a Delaware limited partnership, Its Manager

By: Meridian Realty Partners I GP, L.L.C.,
a Delaware limited liability company, its General Partner



By: Gary E. Block
Its: Managing Director



By: G. David Cheek
Its: President

(SIGNATURES END)

RZ 2010-PR-022 – Proffers Exhibit 2

4.6.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including products not properly approved and authorized, may be considered defective.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation into the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.8 SUBSTANTIAL COMPLETION AND GUARANTEE BOND

9.8.1 Unless otherwise specified in Article 9.9, when the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Article 8, the Contractor shall request in writing that the A/E and the Owner perform a Substantial Completion inspection. Prior to such inspection the Contractor shall complete to the Owner's satisfaction all Prerequisites to Substantial Completion as required in the Contract Documents.

9.8.2 The Owner shall determine whether the project is substantially complete and shall compile a punch list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 When the Owner on the basis of his inspection determines that the Work or a designated portion thereof is substantially complete, the A/E will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion and shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.4 The Contractor shall have forty five (45) calendar days from the Date of Substantial Completion to complete all items on the punch list to the satisfaction of the Owner. The Owner shall have the option to correct or otherwise resolve any and all punch list items not completed by the Contractor within forty five (45) calendar days from the Date of Substantial Completion by utilizing its own forces or by hiring others. The cost of such correction or resolution of remaining punch list items by the Owner or others shall be deducted from the final payment to the Contractor.

9.8.5 Guarantees and warranties required by the Contract Documents shall commence on the Date of Substantial or Final Completion of the Work, or designated portion thereof, unless otherwise provided in the Certificate of Substantial or Final Completion, or the Contract Documents. Provided, however, that if Contractor does not complete certain punch list items within this time period, specified in 9.8.4, all warranties and guarantees for such incomplete Punch List items shall become effective upon issuance of final payment for the project.

9.8.5.1 The Contractor shall guarantee for a term of one (1) year from the date of Substantial and/or Final Completion, as appropriate, (unless otherwise provided for in the Certificate(s) of Substantial or Final Completion or the Contract Documents): (1) the quality and stability of all materials equipment and Work; (2) all the Work against defects in materials, equipment or workmanship; and (3) all shrinkage, settlement or other faults of any kind which are attributable to defective materials or workmanship. The Contractor shall provide the Owner with a written extended warranty for any equipment, system, system component, or any other component of the Work that has not been shown to perform to the full satisfaction of the Owner and that has been the subject of repeated service calls during the one (1) year guarantee term. Such extended warranty shall be for a minimum of one hundred twenty calendar days (120) days or such other length of time as deemed acceptable to the Owner. The Contractor shall remedy at his own expense, when so notified in writing to do so by the Owner, and to the satisfaction of the Owner, the Work or any part thereof that does not conform to any of the warranties and guaranties described in the Contract Documents.

9.8.5.2 In order to make good the guarantee as herein required, the Contractor shall deposit with the Owner, before Final Payment or release of retainage, a Guarantee Bond(s) issued by a surety licensed to do business in Virginia and otherwise acceptable to the Owner, for the faithful performance of the guarantee. Said Bond(s) shall be for a period of one (1) year, in accordance with the Certificate(s) of Substantial or Final Completion and in the amount of five percent (5%) of the final gross value of the Contract.

9.8.5.3 The Contractor shall start repairs during the guarantee period, within five (5) working days after the receipt of notice from the Owner and if the Contractor shall fail to start such repairs within the said five (5) working days, the Owner may employ such other person or persons as it may deem proper to make such repairs and pay the expenses thereof out of any sum retained by it, provided nothing herein contained shall limit the liability of the Contractor or his surety to the Owner for non-performance of the Contractor's obligations at any time.

Contractor shall start repairs immediately when such repairs are required for the operation of the facility or for the safety of its occupants.

9.8.6 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the project by the Owner, and the Contractor is not relieved of any responsibility for the project except as specifically stated in the Certificate of Substantial Completion.

9.8.7 Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor and certification by the A/E, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.8.8 Should the Owner determine that the Work or a designated portion thereof is not substantially complete, he shall provide the Contractor a written notice stating why the project or designated portion is not substantially complete. The Contractor shall expeditiously complete the Work and shall re-request in writing that the Owner perform a substantial completion inspection.

13.2 WARRANTY AND CORRECTION OF WORK

13.2.1 The Contractor guarantees and warrants to the Owner all work as follows:

.1 That all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;

.2 That all Work will be of first-class quality and free of omissions and faulty, poor quality, imperfect or defective material or workmanship;

.3 That the Work shall be entirely watertight and leakproof in accordance with all applicable industry customs and practices, and shall be free of shrinkage and settlement which are attributable to defective materials or workmanship;

.4 That the Work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;

.5 That consistent with requirements of the Contract Documents the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and

.6 That the Work will be free of abnormal or unusual deterioration which occurs because of poor quality materials or workmanship.

13.2.2 All Work not conforming to guarantees and warranties specified in the Contract Documents, including products not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

13.2.3 The Contractor shall within five (5) working days after receipt of written notice from the Owner during the performance of the Work, reconstruct, replace or correct all Work rejected by the A/E or Owner as defective, as failing to conform to the Contract Documents, or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of inspection and/or testing required to verify such rejected work. The Contractor shall bear all costs of reconstructing, replacing or correcting, reinspecting and/or retesting such rejected Work, including compensation for the A/E's additional services made necessary thereby.

13.2.4 If, within one (1) year after the Date of Substantial or Final Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor shall correct it within five (5) working days after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition. In the event that the correction of the condition is deemed by the Owner to impact the operation of the facility, the Contractor shall initiate the correction immediately after receipt of a written notice from the Owner.

13.2.5 Subject to limitation as prescribed by law, if at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to defraud the Owner by the Contractor, any Subcontractor or Supplier, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.

13.2.6 Any materials or other portions of the Work, installed, furnished or stored on site which are not of the character or quality required by the specifications, or are otherwise not acceptable to the Owner, shall be immediately removed and replaced by the Contractor to the satisfaction of the Owner, when notified to do so by the Owner.

13.2.7 If the Contractor fails to correct defective or nonconforming Work as required by Articles 13.2.3 and 13.2.4, or if the Contractor fails to remove defective or nonconforming Work from the site, as required by Article 13.2.6, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner

may upon ten additional days written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the A/E's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.8 The Contractor shall bear the cost of making good all work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this Article.

GLOSSARY

This Glossary is provided to assist the public in understanding the staff evaluation and analysis of development proposals. It should not be construed as representing legal definitions. Refer to the Fairfax County Zoning Ordinance, Comprehensive Plan or Public Facilities Manual for additional information.

ABANDONMENT: Refers to road or street abandonment, an action taken by the Board of Supervisors, usually through the public hearing process, to abolish the public's right-of-passage over a road or road right-of way. Upon abandonment, the right-of-way automatically reverts to the underlying fee owners. If the fee to the owner is unknown, Virginia law presumes that fee to the roadbed rests with the adjacent property owners if there is no evidence to the contrary.

ACCESSORY DWELLING UNIT (OR APARTMENT): A secondary dwelling unit established in conjunction with and clearly subordinate to a single family detached dwelling unit. An accessory dwelling unit may be allowed if a special permit is granted by the Board of Zoning Appeals (BZA). Refer to Sect. 8-918 of the Zoning Ordinance.

AFFORDABLE DWELLING UNIT (ADU) DEVELOPMENT: Residential development to assist in the provision of affordable housing for persons of low and moderate income in accordance with the affordable dwelling unit program and in accordance with Zoning Ordinance regulations. Residential development which provides affordable dwelling units may result in a density bonus (see below) permitting the construction of additional housing units. See Part 8 of Article 2 of the Zoning Ordinance.

AGRICULTURAL AND FORESTAL DISTRICTS: A land use classification created under Chapter 114 or 115 of the Fairfax County Code for the purpose of qualifying landowners who wish to retain their property for agricultural or forestal use for use/value taxation pursuant to Chapter 58 of the Fairfax County Code.

BARRIER: A wall, fence, earthen berm, or plant materials which may be used to provide a physical separation between land uses. Refer to Article 13 of the Zoning Ordinance for specific barrier requirements.

BEST MANAGEMENT PRACTICES (BMPs): Stormwater management techniques or land use practices that are determined to be the most effective, practicable means of preventing and/or reducing the amount of pollution generated by nonpoint sources in order to improve water quality.

BUFFER: Graduated mix of land uses, building heights or intensities designed to mitigate potential conflicts between different types or intensities of land uses; may also provide for a transition between uses. A landscaped buffer may be an area of open, undeveloped land and may include a combination of fences, walls, berms, open space and/or landscape plantings. A buffer is not necessarily coincident with transitional screening.

CHESAPEAKE BAY PRESERVATION ORDINANCE: Regulations which the State has mandated must be adopted to protect the Chesapeake Bay and its tributaries. These regulations must be incorporated into the comprehensive plans, zoning ordinances and subdivision ordinances of the affected localities. Refer to Chesapeake Bay Preservation Act, Va. Code Section 10.1-2100 et seq and VR 173-02-01, Chesapeake Bay Preservation Area Designation and Management Regulations.

CLUSTER DEVELOPMENT: Residential development in which the lots are clustered on a portion of a site so that significant environmental/historical/cultural resources may be preserved or recreational amenities provided. While smaller lot sizes are permitted in a cluster subdivision to preserve open space, the overall density cannot exceed that permitted by the applicable zoning district. See Sect. 2-421 and Sect. 9-615 of the Zoning Ordinance.

COUNTY 2232 REVIEW PROCESS: A public hearing process pursuant to Sect. 15.2-2232 (Formerly Sect. 15.1-456) of the Virginia Code which is used to determine if a proposed public facility not shown on the adopted Comprehensive Plan is in substantial accord with the plan. Specifically, this process is used to determine if the general or approximate location, character and extent of a proposed facility is in substantial accord with the Plan.

dBA: The momentary magnitude of sound weighted to approximate the sensitivity of the human ear to certain frequencies; the dBA value describes a sound at a given instant, a maximum sound level or a steady state value. See also Ldn.

DENSITY: Number of dwelling units (du) divided by the gross acreage (ac) of a site being developed in residential use; or, the number of dwelling units per acre (du/ac) except in the PRC District when density refers to the number of persons per acre.

DENSITY BONUS: An increase in the density otherwise allowed in a given zoning district which may be granted under specific provisions of the Zoning Ordinance when a developer provides excess open space, recreation facilities, or affordable dwelling units (ADUs), etc.

DEVELOPMENT CONDITIONS: Terms or conditions imposed on a development by the Board of Supervisors (BOS) or the Board of Zoning Appeals (BZA) in connection with approval of a special exception, special permit or variance application or rezoning application in a "P" district. Conditions may be imposed to mitigate adverse impacts associated with a development as well as secure compliance with the Zoning Ordinance and/or conformance with the Comprehensive Plan. For example, development conditions may regulate hours of operation, number of employees, height of buildings, and intensity of development.

DEVELOPMENT PLAN: A graphic representation which depicts the nature and character of the development proposed for a specific land area: information such as topography, location and size of proposed structures, location of streets trails, utilities, and storm drainage are generally included on a development plan. A development plan is a submission requirement for rezoning to the PRC District. A **GENERALIZED DEVELOPMENT PLAN (GDP)** is a submission requirement for a rezoning application for all conventional zoning districts other than a P District. A development plan submitted in connection with a special exception (SE) or special permit (SP) is generally referred to as an SE or SP plat. A **CONCEPTUAL DEVELOPMENT PLAN (CDP)** is a submission requirement when filing a rezoning application for a P District other than the PRC District; a CDP characterizes in a general way the planned development of the site. A **FINAL DEVELOPMENT PLAN (FDP)** is a submission requirement following the approval of a conceptual development plan and rezoning application for a P District other than the PRC District; an FDP further details the planned development of the site. See Article 16 of the Zoning Ordinance.

EASEMENT: A right to or interest in property owned by another for a specific and limited purpose. Examples: access easement, utility easement, construction easement, etc. Easements may be for public or private purposes.

ENVIRONMENTAL QUALITY CORRIDORS (EQCs): An open space system designed to link and preserve natural resource areas, provide passive recreation and protect wildlife habitat. The system includes stream valleys, steep slopes and wetlands. For a complete definition of EQCs, refer to the Environmental section of the Policy Plan for Fairfax County contained in Vol. 1 of the Comprehensive Plan.

ERODIBLE SOILS: Soils that wash away easily, especially under conditions where stormwater runoff is inadequately controlled. Silt and sediment are washed into nearby streams, thereby degrading water quality.

FLOODPLAIN: Those land areas in and adjacent to streams and watercourses subject to periodic flooding; usually associated with environmental quality corridors. The 100 year floodplain drains 70 acres or more of land and has a one percent chance of flood occurrence in any given year.

FLOOR AREA RATIO (FAR): An expression of the amount of development intensity (typically, non-residential uses) on a specific parcel of land. FAR is determined by dividing the total square footage of gross floor area of buildings on a site by the total square footage of the site itself.

FUNCTIONAL CLASSIFICATION: A system for classifying roads in terms of the character of service that individual facilities are providing or are intended to provide, ranging from travel mobility to land access. Roadway system functional classification elements include Freeways or Expressways which are limited access highways, Other Principal (or Major) Arterials, Minor Arterials, Collector Streets, and Local Streets. Principal arterials are designed to accommodate travel; access to adjacent properties is discouraged. Minor arterials are designed to serve both through traffic and local trips. Collector roads and streets link local streets and properties with the arterial network. Local streets provide access to adjacent properties.

GEOTECHNICAL REVIEW: An engineering study of the geology and soils of a site which is submitted to determine the suitability of a site for development and recommends construction techniques designed to overcome development on problem soils, e.g., marine clay soils.

HYDROCARBON RUNOFF: Petroleum products, such as motor oil, gasoline or transmission fluid deposited by motor vehicles which are carried into the local storm sewer system with the stormwater runoff, and ultimately, into receiving streams; a major source of non-point source pollution. An oil-grit separator is a common hydrocarbon runoff reduction method.

IMPERVIOUS SURFACE: Any land area covered by buildings or paved with a hard surface such that water cannot seep through the surface into the ground.

INFILL: Development on vacant or underutilized sites within an area which is already mostly developed in an established development pattern or neighborhood.

INTENSITY: The magnitude of development usually measured in such terms as density, floor area ratio, building height, percentage of impervious surface, traffic generation, etc. Intensity is also based on a comparison of the development proposal against environmental constraints or other conditions which determine the carrying capacity of a specific land area to accommodate development without adverse impacts.

Ldn: Day night average sound level. It is the twenty-four hour average sound level expressed in A-weighted decibels; the measurement assigns a "penalty" to night time noise to account for night time sensitivity. Ldn represents the total noise environment which varies over time and correlates with the effects of noise on the public health, safety and welfare.

LEVEL OF SERVICE (LOS): An estimate of the effectiveness of a roadway to carry traffic, usually under anticipated peak traffic conditions. Level of Service efficiency is generally characterized by the letters A through F, with LOS-A describing free flow traffic conditions and LOS-F describing jammed or grid-lock conditions.

MARINE CLAY SOILS: Soils that occur in widespread areas of the County generally east of Interstate 95. Because of the abundance of shrink-swell clays in these soils, they tend to be highly unstable. Many areas of slope failure are evident on natural slopes. Construction on these soils may initiate or accelerate slope movement or slope failure. The shrink-swell soils can cause movement in structures, even in areas of flat topography, from dry to wet seasons resulting in cracked foundations, etc. Also known as slippage soils.

OPEN SPACE: That portion of a site which generally is not covered by buildings, streets, or parking areas. Open space is intended to provide light and air; open space may function as a buffer between land uses or for scenic, environmental, or recreational purposes.

OPEN SPACE EASEMENT: An easement usually granted to the Board of Supervisors which preserves a tract of land in open space for some public benefit in perpetuity or for a specified period of time. Open space easements may be accepted by the Board of Supervisors, upon request of the land owner, after evaluation under criteria established by the Board. See Open Space Land Act, Code of Virginia, Sections 10.1-1700, et seq.

P DISTRICT: A "P" district refers to land that is planned and/or developed as a Planned Development Housing (PDH) District, a Planned Development Commercial (PDC) District or a Planned Residential Community (PRC) District. The PDH, PDC and PRC Zoning Districts are established to encourage innovative and creative design for land development; to provide ample and efficient use of open space; to promote a balance in the mix of land uses, housing types, and intensity of development; and to allow maximum flexibility in order to achieve excellence in physical, social and economic planning and development of a site. Refer to Articles 6 and 16 of the Zoning Ordinance.

PROFFER: A written condition, which, when offered voluntarily by a property owner and accepted by the Board of Supervisors in a rezoning action, becomes a legally binding condition which is in addition to the zoning district regulations applicable to a specific property. Proffers are submitted and signed by an owner prior to the Board of Supervisors public hearing on a rezoning application and run with the land. Once accepted by the Board, proffers may be modified only by a proffered condition amendment (PCA) application or other zoning action of the Board and the hearing process required for a rezoning application applies. See Sect. 15.2-2303 (formerly 15.1-491) of the Code of Virginia.

PUBLIC FACILITIES MANUAL (PFM): A technical text approved by the Board of Supervisors containing guidelines and standards which govern the design and construction of site improvements incorporating applicable Federal, State and County Codes, specific standards of the Virginia Department of Transportation and the County's Department of Public Works and Environmental Services.

RESOURCE MANAGEMENT AREA (RMA): That component of the Chesapeake Bay Preservation Area comprised of lands that, if improperly used or developed, have a potential for causing significant water quality degradation or for diminishing the functional value of the Resource Protection Area. See Fairfax County Code, Ch. 118, Chesapeake Bay Preservation Ordinance.

RESOURCE PROTECTION AREA (RPA): That component of the Chesapeake Bay Preservation Area comprised of lands at or near the shoreline or water's edge that have an intrinsic water quality value due to the ecological and biological processes they perform or are sensitive to impacts which may result in significant degradation of the quality of state waters. In their natural condition, these lands provide for the removal, reduction or assimilation of sediments from runoff entering the Bay and its tributaries, and minimize the adverse effects of human activities on state waters and aquatic resources. New development is generally discouraged in an RPA. See Fairfax County Code, Ch. 118, Chesapeake Bay Preservation Ordinance.

SITE PLAN: A detailed engineering plan, to scale, depicting the development of a parcel of land and containing all information required by Article 17 of the Zoning Ordinance. Generally, submission of a site plan to DPWES for review and approval is required for all residential, commercial and industrial development except for development of single family detached dwellings. The site plan is required to assure that development complies with the Zoning Ordinance.

SPECIAL EXCEPTION (SE) / SPECIAL PERMIT (SP): Uses, which by their nature, can have an undue impact upon or can be incompatible with other land uses and therefore need a site specific review. After review, such uses may be allowed to locate within given designated zoning districts if appropriate and only under special controls, limitations, and regulations. A special exception is subject to public hearings by the Planning Commission and Board of Supervisors with approval by the Board of Supervisors; a special permit requires a public hearing and approval by the Board of Zoning Appeals. Unlike proffers which are voluntary, the Board of Supervisors or BZA may impose reasonable conditions to assure, for example, compatibility and safety. See Article 8, Special Permits and Article 9, Special Exceptions, of the Zoning Ordinance.

STORMWATER MANAGEMENT: Engineering practices that are incorporated into the design of a development in order to mitigate or abate adverse water quantity and water quality impacts resulting from development. Stormwater management systems are designed to slow down or retain runoff to re-create, as nearly as possible, the pre-development flow conditions.

SUBDIVISION PLAT: The engineering plan for a subdivision of land submitted to DPWES for review and approved pursuant to Chapter 101 of the County Code.

TRANSPORTATION DEMAND MANAGEMENT (TDM): Actions taken to reduce single occupant vehicle automobile trips or actions taken to manage or reduce overall transportation demand in a particular area.

TRANSPORTATION SYSTEM MANAGEMENT (TSM) PROGRAMS: This term is used to describe a full spectrum of actions that may be applied to improve the overall efficiency of the transportation network. TSM programs usually consist of low-cost alternatives to major capital expenditures, and may include parking management measures, ridesharing programs, flexible or staggered work hours, transit promotion or operational improvements to the existing roadway system. TSM includes Transportation Demand Management (TDM) measures as well as H.O.V. use and other strategies associated with the operation of the street and transit systems.

URBAN DESIGN: An aspect of urban or suburban planning that focuses on creating a desirable environment in which to live, work and play. A well-designed urban or suburban environment demonstrates the four generally accepted principles of design: clearly identifiable function for the area; easily understood order; distinctive identity; and visual appeal.

VACATION: Refers to vacation of street or road as an action taken by the Board of Supervisors in order to abolish the public's right-of-passage over a road or road right-of-way dedicated by a plat of subdivision. Upon vacation, title to the road right-of-way transfers by operation of law to the owner(s) of the adjacent properties within the subdivision from whence the road/road right-of-way originated.

VARIANCE: An application to the Board of Zoning Appeals which seeks relief from a specific zoning regulation such as lot width, building height, or minimum yard requirements, among others. A variance may only be granted by the Board of Zoning Appeals through the public hearing process and upon a finding by the BZA that the variance application meets the required Standards for a Variance set forth in Sect. 18-404 of the Zoning Ordinance.

WETLANDS: Land characterized by wetness for a portion of the growing season. Wetlands are generally delineated on the basis of physical characteristics such as soil properties indicative of wetness, the presence of vegetation with an affinity for water, and the presence or evidence of surface wetness or soil saturation. Wetland environments provide water quality improvement benefits and are ecologically valuable. Development activity in wetlands is subject to permitting processes administered by the U.S. Army Corps of Engineers

TIDAL WETLANDS: Vegetated and nonvegetated wetlands as defined in Chapter 116 Wetlands Ordinance of the Fairfax County Code: includes tidal shores and tidally influenced embayments, creeks, and tributaries to the Occoquan and Potomac Rivers. Development activity in tidal wetlands may require approval from the Fairfax County Wetlands Board.

Abbreviations Commonly Used in Staff Reports

A&F	Agricultural & Forestal District	PDH	Planned Development Housing
ADU	Affordable Dwelling Unit	PFM	Public Facilities Manual
ARB	Architectural Review Board	PRC	Planned Residential Community
BMP	Best Management Practices	RC	Residential-Conservation
BOS	Board of Supervisors	RE	Residential Estate
BZA	Board of Zoning Appeals	RMA	Resource Management Area
COG	Council of Governments	RPA	Resource Protection Area
CBC	Community Business Center	RUP	Residential Use Permit
CDP	Conceptual Development Plan	RZ	Rezoning
CRD	Commercial Revitalization District	SE	Special Exception
DOT	Department of Transportation	SEA	Special Exception Amendment
DP	Development Plan	SP	Special Permit
DPWES	Department of Public Works and Environmental Services	TDM	Transportation Demand Management
DPZ	Department of Planning and Zoning	TMA	Transportation Management Association
DU/AC	Dwelling Units Per Acre	TSA	Transit Station Area
EQC	Environmental Quality Corridor	TSM	Transportation System Management
FAR	Floor Area Ratio	UP & DD	Utilities Planning and Design Division, DPWES
FDP	Final Development Plan	VC	Variance
GDP	Generalized Development Plan	VDOT	Virginia Dept. of Transportation
GFA	Gross Floor Area	VPD	Vehicles Per Day
HC	Highway Corridor Overlay District	VPH	Vehicles per Hour
HCD	Housing and Community Development	WMATA	Washington Metropolitan Area Transit Authority
LOS	Level of Service	WS	Water Supply Protection Overlay District
Non-RUP	Non-Residential Use Permit	ZAD	Zoning Administration Division, DPZ
OSDS	Office of Site Development Services, DPWES	ZED	Zoning Evaluation Division, DPZ
PCA	Proffered Condition Amendment	ZPRB	Zoning Permit Review Branch
PD	Planning Division		
PDC	Planned Development Commercial		