

**PROFFER STATEMENT
VILLAGE AT MANASSAS, LLC
CITY OF MANASSAS PARK
± 22.49736 ACRES**

Rezoning: RZ#20-06

Record Owner: VMP Bays LLC
VMP 24A5 LLC
VMP 24A4 LLC
City of Manassas Park, Virginia

Applicant: Village at Manassas Park LLC

Property: The following Parcels constitute “the Property” subject to this Rezoning and Proffer Condition Amendment as they are depicted on the Master Development Plan, as further defined below:

- Lot 6, CONNER CENTER, Blooms Court, as platted and shown on a plat recorded as Instrument No. 202008030065197 among the land records of Prince William County, Virginia (the “Land Records”);
- Lot 5-1, CONNER CENTER, Blooms Court, as platted and shown on a plat recorded as Instrument No. 202008030065197 among the Land Records;
- Lot 4-2, CONNER CENTER, Blooms Court, as platted and shown on a plat recorded as Instrument No. 202008030065197 among the Land Records;
- Lot 3-2, CONNER CENTER, Blooms Court, as platted and shown on a plat recorded as Instrument No. 202008030065197 among the Land Records;
- Lot 2, CONNER CENTER, Blooms Court, as platted and shown on a plat recorded in Map Drawer 53, at Page 59, among the Land Records, with tax map number 24-3-2;
- Lot 4, containing 2.0000 acres of land, as platted and shown on a plat attached to a deed recorded in Deed Book 1170, at Page 75, among the Prince William County land records, with tax map number 24-A-4;
- Lot 5, containing 1.0000 acre of land, as platted and shown on a plat recorded in Map Drawer 48, at Page 54, among the Prince William County land records, with tax map number 24-A-5.

Zoning: (a) I-1 and PF to MU-D Downtown Mixed-Use, and
(b) The Imposition of Proffers on Property Previously Zoned MU-D Downtown Mixed Use Without Proffers

Project Name: Village at Manassas Park Phase 1B and 2 Rezoning, and Proffer Condition Amendment for the Phase 1A Rezoning

Date: October 15, 2020

Pursuant to Va. Code Ann. § 15.2-2296, et seq., and § 31-54 of the Manassas Park Zoning Ordinance, the undersigned hereby proffers that the development and use of the Property, consisting of ± 22.49737 acres, located in the area surrounding Park Center Drive and adjacent to the Manassas Park City Hall, and north of the Norfolk Southern Railway Lines, will be in strict accordance with the following conditions. In the event this rezoning is granted as applied for by the Applicant, then these proffers will supersede and replace in their entirety all other proffers made prior hereto. In the event this rezoning is not granted as applied for by the Applicant, then these proffers will be deemed withdrawn and will be null and void. The term “Applicant” as referenced herein will include within its meaning the current owner, all future owners and successors in interest.

For purposes of reference in this Proffer Statement, the Comprehensive Agreement is that agreement entered into on June 17, 2020, by and between the Applicant and the Governing Body of the City of Manassas Park (the “Agreement”).

For purposes of reference in this Proffer Statement, the “Master Development Plan” or “MDP” as referenced herein will refer to the plan entitled “Village at Manassas Park Master Development Plan,” prepared by Land Design Consultants, Inc., dated October 15, 2020, consisting of the following sheets:

- a. Cover Sheet;
- b. Notes & Tabulations;
- c. Existing Conditions Plan;
- d. Phasing Plan;
- e. Master Development Plan (MDP);
- f. Landscape Plan; and
- g. Utility Plan.

LAND USE & DEVELOPMENT

1. The Property will be developed in accordance with the MDP and subject to changes approved by the City in connection with site plan review. The Property must be developed in accordance with the MU-D, Downtown mixed-use district.
2. Use & Development: The Property will be developed in one or multiple phases as set forth below.
 - a. Phase 1A: Development in Phase 1A will consist of the following:
 - i. As set forth in the Agreement, the Applicant will construct a New City Hall building in the general location shown on the MDP.

- ii. Construction of a 36,000 square foot public plaza area, road, and entrance to the community with amenities that will include, but are not limited to a splash pad and movable outdoor seating and dining tables, and may include one or more video screens for public viewing
 - iii. The maximum number of Two-over-Two residential units constructed on a Phase 1A property will not exceed 164 units. Said units will be sold at market rate.
 - iv. The Applicant will make a monetary contribution to the Governing Body in the amount of \$2,000 per residential unit construction on the Property. Said contribution will be paid prior to and as a condition of occupancy permit issuance for each said unit constructed on the Property.
 - v. Construction of a minimum of 6,000 square foot commercial/retail building. Said commercial/retail building will be constructed in the general area shown on the MDP.
- b. Phase 1B: As set forth in the Agreement, the Applicant will construct at minimum an 81,106 square foot building to accommodate: a 40,678 square foot movie theatre or entertainment based use; 36,828 square feet of commercial office space; and 3,600 square feet of in-line ground floor retail. Said building will be constructed in the general location shown on the MDP.
- c. Phase 2: The maximum number of Two-over-Two units permitted in Phase 2 will be 136 units, and any units that were not constructed in Phase 1A. Said units will be sold at market rate. The Applicant will make a monetary contribution to the Governing Body in the amount of \$2,000 per residential unit constructed on the Property. Said contribution will be paid prior to and as a condition of occupancy permit issuance for each such unit constructed on the Property.
- d. The Zoning Ordinance standards for parking, travelways, lot coverage, landscaping, open space, and total residential floor area maximums will be deemed satisfied by employing the square footage of all of the Property included within this application, rather than by each individual lot or parcel within the Property, the boundaries of which will be altered during the course of development. This proffer will also allow for the future inclusion of Lot 1A following its acquisition by the City.
3. Community Associations: The Applicant will create such covenants, conditions, and restrictions as necessary to coordinate development within the Property, which will include, but not necessarily limited to, such items as architectural controls, signage, building materials, lighting, and landscaping. Further, the Applicant will establish one or

more associations (residential and/or nonresidential) charged with responsibility to oversee the on-going management and maintenance of the commonly owned elements of the Property, including landscaping and maintenance of common areas, community use space, and private streets. The covenants, conditions, and restrictions, and the documents creating such association(s) will be subject to the review and approval of the City Attorney for their conformance with the Agreement and any other applicable law.

4. Design Guidelines: Development on the Property will be in general conformance with the design concepts and details set forth in the design guidelines prepared by Land Design Consultants, Inc., dated July 1, 2020, last revised October 7, 2020 (the “Design Guidelines”).
5. Fence: In addition to the fence shown on the MDP, the Applicant will build a fence along the northern Property boundary abutting the Conner Commerce Center Parcel.
6. Landscaping: Landscaping will be provided in conformance with the Landscape Plan. The Applicant will provide additional landscaping and/or hardscaping along the northwest corner of the Property in the area between the end of the sidewalk near Building 24 and the Property boundary abutting the Conner Commerce Center Parcel. Said landscaping and/or hardscaping will be installed behind the existing utility easements.
7. Signage: The Applicant will work with the City to provide a sign indicating the entrance to downtown in either the: (a) median on Manassas Drive between the Village at Manassas Park development and the Parq 170 development; or (b) the right-of-way adjacent to Building B.

SEWER & WATER

8. Public Utilities: The Property will be served by public sanitary sewer and water and the Applicant will be responsible for the costs and construction of those on and off-site improvements required in order to provide such service for the demand generated by the development on the Property.

TRANSPORTATION

9. Access: Subject to City approval, access to the Property will be as shown on the MDP.
10. Bicycle Parking Facilities: As approved with Waiver, WAI #20-06L, the Applicant will provide bicycle parking facilities at a rate of 1/5,000 gross square feet and 1 space/25 multiple-family dwelling units. Bicycle parking facilities will be shown on the Site Plan for each phase of the Project.
11. Sidewalks: Public Facilities Waiver, PFW# 20-06E, sidewalks will be provided in the general locations shown on the MDP.
12. Transportation Improvements
 - a. Phase 1A:
 - i. The Applicant will redesign Park Center Court, which is shown as Road A on the MDP (“Road A”) in Phase 1A as a public road. Road A will extend from Manassas Drive to the New City Hall and the VRE Garage in accordance with the MDP. Road A must be completed prior to the issuance of an occupancy permit for the 1st residential unit in Phase 1A. This proffer does not require the pedestrian connections or top coat to be completed.
 - ii. The Applicant will construct a distinctive vehicular and pedestrian intersection at Manassas Drive and Park Center Court in accordance with the MDP. Said intersection must be constructed prior to the issuance of an occupancy permit for the 164th residential unit in Phase 1A.
 - iii. The Applicant will modify the existing traffic signal to improve pedestrian safety and vehicular turns at the intersection of Manassas Drive and Park Center Court in accordance with the MDP. Said signal modification must be completed prior to the issuance of an occupancy permit for the 164th residential unit in Phase 1A.
 - iv. Once the City has acquired title to Lot 1A, the Applicant will construct Road B as a public road extending from Manassas Drive to the VRE Garage and from the VRE Garage to Park Center Court in accordance with the MDP. The Applicant will work with the City to obtain necessary waivers from VDOT to allow for a reduction of the minimum 30 foot pavement width for streets in order for Road B to be accepted into the VDOT Secondary System of State Highways. In the event VDOT denies such a waiver, the Applicant will remove five parallel parking spaces located on Road B, and widen that Road sufficiently to meet the minimum standard.

- v. The Applicant will construct or cause to be constructed the road shown on the MDP as Road D-1 as a private road in conjunction with the construction of the residential development of Phase 1A. Road D-1 will connect with Road A, and pursuant to Waiver PFW#20-06A the minimum width will be 24 feet. Road D-1 will be privately-owned and maintained. Road D-1 must be completed prior to the issuance of an occupancy permit for the 61st residential unit in Phase 1A.

- b. Phase 1B: The Applicant will construct the street shown as Road C on the MDP (“Road C”) in Phase 1B as a public road to connect the existing northernmost entrance from Manassas Drive (the entrance to the current City Hall parking lot) to the VRE Garage and Park Center Court, to provide the City the ability to close Park Center Court/Manassas Drive/Market Street for events, and to provide access options to and within the site, as part of an integrated downtown transportation network that will include an upgraded Omni Ride bus stop in its existing location. Road C must be completed prior to the issuance of an occupancy permit for the commercial building in Phase 1B. The Applicant will work with the City to obtain necessary waivers from VDOT to allow for a reduction of the minimum 30 foot pavement width for streets in order to be accepted into the VDOT Secondary System of State Highways. In the event VDOT denies such a waiver, the width of Road C will remain as shown on the MDP.

- c. Phase 2: The Applicant will construct or cause to be constructed the road shown on the MDP as Road D-2 as a private road in conjunction with the construction of the residential development in Phase 2. Pursuant to Waiver PWF #20-06A, the minimum width of Road D-2 will be 26 feet. Road D-2 will be privately-owned and maintained. Road D-2 must be completed prior to the issuance of an occupancy permit for the 1st residential unit in Phase 2.

- d. Alleyways: Notwithstanding anything otherwise depicted in the Design Guidelines or on the MDP, all alleyways in the Project will be a minimum of 26 feet in width.

NOISE STUDY

- 13. Noise Study: The Applicant will cause a noise study to be prepared and submitted with the final site plan for Phase 1A, which will evaluate the effectiveness of the proposed fence separating the residences adjacent to the railroad tracks, and will undertake such noise mitigation in the adjacent residential units as may be indicated by that study.

WAIVERS & MODIFICATIONS

14. Waivers & Modifications: Pursuant to Section 31-33.2 of the Zoning Ordinance, approval of the subject Rezoning will constitute a waiver/modification in accordance with the following:
- a. Waiver, WAI #20-06A, to modify the MU-D, Downtown Mixed-Use District regulations requiring the residential component of any development not to exceed 75% of the development's total floor area by increasing the permitted residential component to 82%. Sec. 31-17.A(b).
 - b. Waiver, WAI #20-06B, to modify the MU-D, Downtown Mixed-Use District regulations requiring a 40 foot minimum building height, by reducing the minimum height to 16 feet. Sec. 31-17.A(k).
 - c. Waiver, WAI #20-06C, to modify the off-street parking regulations requiring parking to be located within 400 feet of the premises served, to be as shown on the MDP associated with rezoning RZ #20-06. Sec. 31-27(a)(1).
 - d. Waiver, WAI #20-06D, to modify the off-street parking provisions requiring a 5-foot landscape strip at all entrances abutting a public street as shown on the development plan associated with rezoning RZ #20-06. Sec. 31-27(b)(6). This waiver may be eliminated based upon the MDP.
 - e. Waiver, WAI #20-06E, to modify the off-street parking provisions requiring a 9 foot by 18 foot landscape island for every 10 parking spaces as shown on the MDP associated with rezoning RZ #20-06. Sec. 31-27(b)(10).
 - f. Waiver, WAI #20-06F, to modify the 35 foot wide buffer between residential and commercial buildings having a maximum height of 20 feet as shown on the MDP.
 - g. Waiver, WAI #20-06G, to modify the buffering provisions requiring a 40-foot-wide buffer between residential and commercial buildings that are taller than 20 feet as shown on the MDP associated with rezoning RZ #20-06. Sec. 31-33(b)(3)b.
 - h. Waiver, WAI #20-06H, to modify the buffering provisions requiring a 100-foot-wide buffer between residential and a railroad right-of-way as shown on the MDP associated with rezoning RZ #20-06. Sec. 31-33(b)(3)c.
 - i. Waiver, WAI #20-06I, to modify the landscaping provisions requiring landscaped open space within the perimeter of the parking areas open space in the minimum amount of eight (8) square feet for each parking space, which shall be located so

that no parking space is more than one hundred twenty-five (125) feet from a portion of the landscaped open space as required. Sec. 31-33(g)(1).

- j. Waiver, WAI #20-06J, to modify the parking lot landscaping provisions requiring a 10-foot-wide landscape strip between a parking lot and an adjacent property as shown on the MDP associated with rezoning RZ #20-06. Sec. 31-33(g)(2).
- k. Waiver, WAI #20-06K, to modify the screening provisions requiring a 6 foot high fence and vegetative screening between properties zoned PF, Public Facilities district, or I-1, Industrial District, and the residential component of the MU-D, Downtown Mixed-Use District as shown on the MDP associated with rezoning RZ #20-06. Sec. 31-33(j)(2) and Sec. 31-33(j)(3).
- l. Waiver, WAI #20-06L, to modify the bicycle parking provisions requiring 1 space/1,200 gross square feet of commercial, office, and public facility uses and 1 space/4 multiple-family dwelling units by reducing the number of required bicycle parking spaces for commercial, office, and public facility uses to 1/5,000 gross square feet and 1 space/25 multiple-family dwelling units. Sec. 31-27(e)(4).
- m. Public Facilities Waiver, PFW# 20-06A, to reduce the private street width to 24 feet for Road D-1 and 26 feet for Road D-2 from the required 30 feet, as provided by Section 404, Road Design Standards and Specifications, Plate IV-A.
- n. Public Facilities Waiver, PFW# 20-06B, to reduce the private street width for alleyways to 26 feet from the required 30 feet, as provided by Section 404, Road Design Standards and Specifications, Plate IV-A.
- o. Public Facilities Waiver, PFW# 20-06C, to allow on-street parking on a private street, which is otherwise prohibited by Section 404, Road Design Standards and Specifications, Plate IV-A, Note 2.
- p. Public Facilities Waiver, PFW# 20-06D, to eliminate the cul-de-sac requirement at the terminus of a private street, as required by Section 404, Road Design Standards and Specifications, Plate IV-A, Note 4.
- q. Public Facilities Waiver, PFW# 20-06E, to waive the 700 vehicles per day limit for private streets, as required by Section 404, Road Design Standards and Specifications, Plate IV-A, Note 8 and Section 401.03(c).
- r. Public Facilities Waiver, PFW# 20-06F, to waive the urban street section requiring sidewalks on both sides of the street, as required by Article IV, Streets, Section 401.12.

- s. Public Facilities Waiver, PFW# 20-06G, to allow for residential frontage on private streets, which is otherwise prohibited by Section 404, Plate IV-A, Note 1.

[SIGNATURES ON THE FOLLOWING PAGES]

SIGNATURE PAGE

VMP Bays LLC, a Virginia limited liability company

BY: **Village at Manassas Park, LLC**, a Virginia limited liability company, its sole member

BY: _____

NAME: Michael W. Scott

TITLE: Managing Member

SIGNATURE PAGE

VMP 24A5 LLC, a Virginia limited liability company

BY: Village at Manassas Park, LLC, a Virginia limited liability company, its sole member

BY: _____

NAME: Michael W. Scott

TITLE: Managing Member

SIGNATURE PAGE

VMP 24A4 LLC, a Virginia limited liability company

BY: Village at Manassas Park, LLC, a Virginia limited liability company, its sole member

BY: _____

NAME: Michael W. Scott

TITLE: Managing Member

SIGNATURE PAGE

CITY OF MANASSAS PARK

BY: _____

NAME: Jeanette Rishell

TITLE: Mayor

Approved as to Form:

City Attorney