



City of Manassas, Virginia
Land Use Committee Meeting

AGENDA

Land Use Committee
9027 Center Street
Manassas, VA 20110
Second Floor Conference Room
Thursday, July 06, 2017

Call to Order - 5:30 p.m.

Roll Call

1. Action Items

- 1.1 Approve: May 25, 2017 Land Use Committee Minutes**
[Minutes 5-25-17 DRAFT](#)
- 1.2 Approve: Declaration of Easements, Covenants, Restrictions and Agreements (REA) – The Landing at Canon Branch.**
[Agenda Statement - Declaration of Easements, Covenants, Restrictions and Agreements \(REA\) – The Landing at Canon Branch](#)
[REA – The Landing at Canon Branch](#)
- 1.3 Mathis Avenue Streetscape Standards**
[Agenda Statement - Mathis Avenue Streetscape Standards](#)
[Mathis Ave Streetscape Standards](#)

2. Closed Session

- 2.1 Consideration of a resolution authorizing a closed session on subjects in accordance with the amended Freedom of Information Act and certification after the closed session has occurred.**
[Agenda Statement - Land Use Committee Closed Session](#)
[Closed meeting - Motion and Certification](#)

Adjournment



City of Manassas
Manassas City Council
Economic/Community Development & Land Use Committee
Regular Meeting Minutes
Thursday, May 25, 2017
City Hall, 2nd Floor Conference Room, 5:30 pm

DETERMINATION OF QUORUM

MEMBERS PRESENT: Councilmember Ian Lovejoy, Chair
Councilmember Sheryl Bass

MEMBERS ABSENT: Councilmember Mark Wolfe

STAFF PRESENT: Pat Pate, City Manager
Bryan Foster, Deputy City Manager
Patrick Small, Director of Economic Development
Liz Via-Gossman, Director of Community Development
Matthew Arcieri, Planning and Zoning Manager

GUESTS PRESENT: None.

CALL MEETING TO ORDER

The meeting was called to order at 5:30 pm. A quorum was established.

Adoption of Minutes of April 27, 2017

Councilmember Bass moved adoption of the Minutes of April 27, 2017. Councilmember Lovejoy seconded. Motion passed 2/0.

Information Only: Amendment to Purchase and Sale Agreement for Holladay Corporation (Hotel at The Landing)

Mr. Small updated the Committee on the status of the Purchase and Sale Agreement for Holladay Corporation. The amendment would remove the specific dates assigned to various aspects of the due diligence period causing all due diligence to be completed by April 30, 2018 and to set the outside closing date at June 30, 2018 effectively extending the contract period by one year.

Approve: Reinstatement of the City of Manassas Housing Trust Fund

Ms. Via-Gossman updated the Committee on the status of HTF which was inactive and the need to activate it because the HTF still had two outstanding 2nd trusts for City/School employees under the

previous program to encourage employees to live in the City. She is proposing a new board to the Personnel Committee in June and following City Council appointment of the board she will submit a reinstate request to the State.

Councilmember Bass moved to recommend approval to the Personnel Committee. Councilmember Lovejoy seconded. Motion passed (2/0).

Roll Call	
Chairperson Lovejoy	Y
Councilmember Bass	Y

Closed Session: Consideration of a Resolution Authorizing a Closed Session on Subjects in Accordance with the amended Freedom of Information Act and Certification after the Closed Session has occurred.

Councilmember Lovejoy moved at 5:41 pm that the Land Use Committee of the City Council convene in closed session to discuss a prospective business or industry or the expansion of an existing business or industry, since no previous announcement has made of the business' or industry's interest in locating or expanding its facilities in the City, since discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City as permitted by Virginia Code 2.2-3711 Paragraph A (5) for which the Virginia Freedom of Information Act permits discussion in closed session. Seconded by Councilmember Bass. Included in the Closed Session were the Committee, Manager, Deputy City Manager, Economic Development Director and Community Development Director and the Planning and Zoning Manager.

Roll Call	
Chairperson Lovejoy	Y
Councilmember Bass	Y

Councilmember Lovejoy moved at 5:55 pm that the Land Use Committee of the City Council did certify that, in the closed session just concluded, nothing was discussed except the matter (1) specifically identified in the motion to convene in closed session and 2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information act cited in the motion. Seconded by Councilmember Wolfe.

Roll Call	
Chairperson Lovejoy	Y
Councilmember Bass	Y

ADJOURNMENT

Councilmember Lovejoy moved to adjourn. Seconded by Councilmember Bass. Motion carried. The regular meeting of the Land Use Committee adjourned at 6:00 pm.



City of Manassas
Manassas City Council
Economic/Community Development & Land Use Committee
9027 Center Street
Manassas, VA 20110

Meeting Date:	July 6, 2017
Time Estimate:	10 Minutes
Agenda Title:	Approve: Declaration of Easements, Covenants, Restrictions and Agreements (REA) – The Landing at Canon Branch.
Recommendation:	Recommend the City Council Approve the REA.
Motion:	I recommend that the City Council proceed with approval and recordation of the REA.
Date Last Considered by City Council:	N/A
Summary and/or Comments:	<p>The REA governs management, use, maintenance, easements and upkeep of the commercial property of the Landing at Canon Branch. It is necessary to ensure that issues like shared parking, access, common area maintenance, amenities and property appearance are clearly defined and the responsibilities of the owners are made clear. The REA was developed and negotiated by staff, the City Attorney and Buchanan Partners. It has been reviewed and approved by Holladay Properties.</p> <p>The City is the Declarant by virtue of its sole ownership. Adopting the REA now precludes the need for multiple parties to consent to the agreement later and clearly establishes standards for each prospective purchaser. The City further declares that the vacant property it owns in the development will be treated no differently than its other properties and is exempted from the heightened standards called for in the REA. A separate set of governance documents and HOA will be established by the developers of the residential property.</p>
Board – Committee – or Commission Reviewed:	N/A
Fiscal Impact:	N/A
Staff Contact:	Patrick J. Small, Economic Development Director psmall@manassasva.gov (703) 257-8881

Prepared by:

Walsh, Colucci, Lubeley & Walsh
2200 Clarendon Blvd., Suite 1300
Arlington, Virginia 22201

Return to:

City of Manassas
9027 Center Street
Manassas, Virginia 20110
Attention: _____

Tax Map No: _____

**DECLARATION OF EASEMENTS, COVENANTS,
RESTRICTIONS AND AGREEMENTS**

THIS DECLARATION OF EASEMENTS, COVENANTS, RESTRICTIONS AND AGREEMENTS (this “**Declaration**”) is made as of this ____ day of _____, 2017 by the **CITY OF MANASSAS, VIRGINIA**, a Municipal corporation (the “**City**”) (Index as Grantor and Grantee).

RECITALS:

- R-1. City is currently the owner in fee simple of certain real property consisting of approximately _____ acres of land and the Improvements located thereon, if any, located in the City, more particularly shown and described on **Exhibit “A”** hereto and hereinafter collectively known as the “**Manassas Gateway Property**” or referred to as the “**Property**” in this Declaration. It is intended that the Property will be developed as a mixed use development containing office buildings, luxury market-rate apartments, retail space, family entertainment space, a hospitality building and space for other similar uses.
- R-2. Pursuant to that certain Cooperation Agreement for Manassas Gateway (the “**Cooperation Agreement**”) dated July 27, 2015 and entered into by and between the City and the Economic Development Authority of the City of Manassas, Virginia (the “**EDA**”), the City has agreed, subject to the terms and conditions of the Cooperation Agreement, to convey the Property to the EDA for future sale and development of the Property.
- R-3. Pursuant to that certain Agreement of Purchase and Sale dated November 3, 2015 and entered into by and between the EDA and Buchanan Manassas, LLC (“**Buchanan**”), Buchanan is the contract purchaser of the Property.
- R-4. The Property is subject to that certain Master Development Agreement dated November 3, 2015 and entered into by and between the EDA and Buchanan which generally

outlines the obligations and responsibilities of each party thereto with respect to the overall development of the Property (the “**Master Development Agreement**”).

- R-5. The Master Development Agreement contemplates the recordation of this Declaration in order to accommodate the orderly development of the Property and to establish each of the easements, covenants, conditions, restrictions, burdens, uses, privileges and charges that shall exist and be binding upon the Property, the City and its successors and assigns.
- R-6. The Property is not currently, but may in the future be under separate ownership and/or control, and notwithstanding this fact, the parcels or lots comprising the Property are to some degree dependent upon each other for items including but not limited to: (i) access; and (ii) maintenance and sharing of the costs thereof, of certain specified Common Area, including the Common Parking Spaces and Common Landscaping Area, as hereafter defined. As such, Paragraph 16 of the Master Development Agreement contains a requirement for the parties thereto to enter into a Reciprocal Easement and Maintenance Agreement, and in accordance with such Paragraph the parties hereto are entering into this Declaration.
- R-7. The City hereby subjects the Property to the provisions of this Declaration in order to provide for: (i) ingress and egress on and over all private drive aisles within the Property; (ii) maintenance, and sharing of the costs thereof, of the Common Area, and (iii) various easement for utilities and construction within the Property.

NOW, THEREFORE, the City hereby declares that the Property and all parcels currently comprising the Property or hereafter created from subdivision of the Property are and shall be owned, transferred, held, sold, conveyed and accepted subject to this Declaration. The City does hereby further declare that each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges, and charges shall exist at all times hereafter amongst, and be binding upon and inure to the benefit of, all parties having or acquiring any right, title or interest in any portion of the Property and run with the land subject to this Declaration. Each of the provisions of the foregoing recitals and exhibits attached hereto are hereby incorporated herein as if fully set forth.

ARTICLE 1

DEFINITIONS

The following words and phrases shall be construed as follows: (i) “**at any time**” shall be construed as “**at any time or from time to time**”; (ii) “**any**” shall be construed as “**any and all**”; (iii) “**including**” shall be construed as “**including but not limited to**” (iv) “**will**” and “**shall**” shall each be construed as mandatory. (v) The word “**in**” with respect to an easement granted or reserved “**in**” the Property or any portion thereof shall mean, as the context may require, “**in**”, “**to**”, “**on**”, “**over**”, “**within**”, “**through**”, “**upon**”, “**across**”, “**under**” and any one or more of the foregoing. Except as otherwise specifically indicated, all references to Article, Section and Subsection numbers or letters shall refer to Articles, Sections and Subsections of this

Declaration, and all references to exhibits refer to the exhibits attached to this Declaration, which exhibits are an integral part of this Declaration.

As used in this Declaration the following terms shall have the following meanings:

Section 1.1 “***Building***” shall mean any building or buildings constructed or to be constructed on a Parcel.

Section 1.2 “***Common Area***” shall mean those areas as are labeled as “Common Area” on the plan attached as **Exhibit “B”** hereto and all fixtures and improvements which are necessary for the use and operation of the Common Area and intended to be used in common among the Owners and their Permittees, including but not limited to, the Common Parking Spaces, Common Landscaping Area, Common Utility Facilities, private drive aisles, and sidewalks.

Section 1.3 “***Common Area Operation and Maintenance Costs***” shall mean all costs, expenses and other charges incurred during a calendar year in connection with the operation, maintenance, management, administration, and repair and replacement of the Common Area and as more particularly set forth in **Section 5.5** below.

Section 1.4 “***Common Landscaping Area***” shall mean those landscaped areas located within the Common Area, including any Improvements located thereon, and any monument signs and electricity for the lighting of such signs also located within such Common Landscaping Area.

Section 1.5 “***Common Parking Spaces***” shall mean those parking spaces within the Property which shall be used in common by all Owners and their Permittees, and which are designated as such on the Parking Plan attached hereto as **Exhibit “C”**.

Section 1.6 “***Common Utility Facilities***” shall mean all storm drainage and retention areas and facilities, sanitary sewer systems, natural gas systems, domestic water systems, underground electrical systems, underground telephone systems, cable television systems and data communication systems and all similar systems relating to the providing of utilities or the transmission of any utilities within any Parcel which benefit and/or service more than one Parcel or Building.

Section 1.7 “***City***” shall mean the City of Manassas, Virginia, a municipal corporation of the Commonwealth of Virginia, and any successor political entity thereto.

Section 1.8 “***Hotel Building***” shall mean that building constructed, or to be constructed, within the Hotel Parcel which shall be used and operated as a hotel or such other purpose as may be permitted under the Proffers and applicable zoning for the Hotel Parcel.

Section 1.9 “***Hotel Parcel***” shall mean that Parcel which contains or will contain, the Hotel Building.

Section 1.10 “***Hotel Parking Area***” shall mean those parking spaces and drive aisles located on the Property and labeled as such on the parking plan attached hereto as **Exhibit “C”**, and which are reserved for the exclusive use of the Owner of the Hotel Parcel and its Permittees pursuant to **Section 4.2** of this Declaration. The Hotel Parking Area shall not be deemed to be a part of the Common Area.

Section 1.11 “***Impositions***” shall mean all taxes, assessments and other governmental charges of any kind whatsoever which may at any time be assessed, created, charged or levied against a Parcel, or any portion of the Manassas Gateway Property, the Improvements located thereon or therein, or any part thereof or any interest therein, including, without limiting the generality of the foregoing: all general and special real estate taxes and assessments or taxes assessed specifically in whole or in part in substitution of general real estate taxes or assessments; any taxes levied or a charge upon the rents, revenues or receipts therefrom prior to or on a parity with the interest of a party therein; and all ad valorem taxes lawfully assessed or levied against any Parcel, or any portion of the Manassas Gateway Property and the Improvements located thereon or therein or any part thereof or any interest therein.

Section 1.12 “***Improvements***” shall mean any and all Buildings, structures and other improvements of every nature or character, including Common Utility Facilities located, from time to time, on any portion of the Property.

Section 1.13 “***Interested Party(ies)***” shall mean an Occupant or Mortgagee of any portion of the Manassas Gateway Property.

Section 1.14 “***Land Records***” shall mean the land records of the Circuit Court of Prince William County, Virginia.

Section 1.15 “***Laws***” shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property, the Parcels or any part thereof.

Section 1.16 “***Lease***” shall mean any lease, deed or any other instrument or arrangement whereby any Occupant (other than an Owner) acquires rights to use and/or occupy any Improvements located upon a Parcel. The terms and provisions of any Lease shall only be binding upon the parties to such a Lease and their respective successors and assigns. Any Lease shall create only a landlord-tenant relationship between the parties thereto and their respective successors and assigns and shall not create a landlord-tenant relationship with any other Person (including the Declarant or the Owners of adjacent Parcels).

Section 1.17 “***Managing Owner***” shall mean and refer to the City during the period of time that City is the sole Owner of the Property. At such time as Buchanan becomes an Owner of a Parcel, the term Managing Owner shall thereafter mean and refer to Buchanan or such other Owner or other entity as may be designated by Buchanan.

Section 1.18 “*Manassas Gateway Property*” shall have the meaning described in Recital R-1 of this Declaration.

Section 1.19 “*Mortgage*” shall mean a mortgage, deed of trust, sale leaseback, or other interest created for the purpose of securing an indebtedness encumbering a Parcel, and recorded among the Land Records. The term Mortgage shall not include a Mortgage on an individual condominium unit located within any condominium established within a Parcel pursuant to the applicable Virginia statutes.

Section 1.20 “*Mortgagee*” shall mean the secured party under a Mortgage.

Section 1.21 “*Notice*” shall mean any communication affected in the manner prescribed in **Article 11** hereof.

Section 1.22 “*Occupants*” shall mean any Person entitled to occupy a portion or portions of a Parcel as an Owner and/or a tenant under a Lease.

Section 1.23 “*Owner(s)*” shall mean, with respect to any Parcel, the owner of record of fee simple title to such Parcel. When one or more persons are the Owner, all such persons having a fee simple interest in such Parcel shall be deemed to be an Owner and all of such Owners shall be jointly and severally liable for the performance of the obligations of this Declaration with respect to such Parcel. In the event of a ground lease of any Parcel, the fee simple owner of record or the ground lessee as determined by the ground lease, shall be the Owner for purposes of this Declaration. In the event the ground lease is silent as to this provision, the Owner for purposes of this Declaration shall be considered the fee owner. In the event that a Parcel is subdivided in accordance with the applicable governmental requirements, the obligations and rights of the Owners of the newly created Parcels will be as set forth in **Section 14.19** hereof. No party having an interest in a Parcel or Building merely as security for the performance of an obligation or as a tenant under a Lease shall be considered an Owner. In the event that any Parcel is developed as a condominium, cooperative or timeshare regime established pursuant to the applicable Virginia statutes, for all purposes of this Declaration, the “Owner” shall be the condominium, cooperative or timeshare association, acting by and through the executive organ thereof and not the owners of the individual condominium units, cooperative shares or timeshare interests.

Section 1.24 “*Parcel(s)*” shall mean and refer to one or more lots or parcels of land currently existing and comprising the Property or hereinafter created by subdivision of the Property or the future resubdivision of a Parcel, to include the Hotel Parcel, as well as any other lots produced by any resubdivision (including condominium, cooperative or timeshare regimes established pursuant to the applicable Virginia statutes) or consolidation thereof.

Section 1.25 “*Permittee(s)*” shall mean all Occupants and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires.

Section 1.26 “*Person(s)*” shall mean individuals, partnerships, associations, corporations, limited liability companies and any other form of business organization, or one or more of them, as the context may require.

Section 1.27 “*Proffers*” shall mean and refer to that certain Proffer Statement, Manassas Gateway dated March 28, 2016 and enacted on April 11, 2016 by the Manassas City Council (Rezoning # 2016-02), as the same may hereafter be amended from time to time.

Section 1.28 “*Pro Rata Common Area Share*” shall mean the proportion of gross square feet of Building area constructed (or Substantially Complete) on a Parcel as a percentage of the total amount of gross square feet of Building area constructed (or Substantially Complete) on all of the Parcels from time to time. For example, if a commercial Building of 100,000 gross square feet were constructed on Parcel 1, and a hotel Building of 250,000 gross square feet were constructed on Parcel 2, and a retail Building of approximately 100,000 gross square feet were constructed on Parcel 3, and an office Building of approximately 100,000 gross square feet were constructed on Parcel 4 for a total of 550,000 gross square feet, then at Substantial Completion of all Buildings, the Pro Rata Common Area Share of the respective Owners would be as follows:

Parcel 1 Owner:	18%
Parcel 2 Owner	46%
Parcel 3 Owner:	18%
Parcel 4 Owner:	18%

Prior to Substantial Completion of all of the Buildings, if, for example, only the commercial building on Parcel 1 is to be constructed (or Substantially Complete), the Pro Rata Common Area Shares of the respective Owners would be as follows:

Parcel 1 Owner:	100%
Parcel 2 Owner	0%
Parcel 3 Owner:	0%
Parcel 4 Owner:	0%

Section 1.29 “*Property Manager*” shall mean the Person(s) selected from time to time by the Managing Owner to operate, maintain, and manage the Common Area(s).

Section 1.30 “*Substantial Completion and Substantially Complete*” as it relates to the entirety of the Property or any designated portion thereof, as the case may be, shall mean the date, as certified by the architect for the respective portion of the Manassas Gateway Property, when: (a) construction is sufficiently complete in accordance with the construction documents for the respective portion of the Manassas Gateway Property such that the Owner(s) can occupy and utilize the Building(s) or designated portion(s) thereof (including all necessary operating services) for its (their) intended use, subject only to certain unfinished items of construction that are not necessary for the issuance of partial or final certificates of occupancy, residential use permits or non-residential use permits (as applicable), commencement or continuation of rental or other operations on the Manassas Gateway Property (or portion thereof), or the safe use of the Manassas Gateway Property (or portion thereof); and (b) all required governmental inspections

applicable to the construction have been conducted and partial or final certificates of occupancy or residential use permits or non-residential use permits (as applicable) allowing for the occupancy of tenants or owners of all or any part of the applicable building have been issued by the applicable governmental authorities and delivered to the Owner(s).

Section 1.31 “*Upkeep*” shall mean the inspection, testing, care, maintenance, operation, repair, repainting, restriping, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction of any Improvements. Notwithstanding the foregoing, Upkeep does not include any construction or other work performed within any portion of the Manassas Gateway Property before final completion of an Improvement or any work that is covered by warranty but does include any construction or reconstruction required after such date to make the Improvements comply with all applicable statutes and regulations.

ARTICLE 2

STATEMENT OF PURPOSES

Section 2.1 **General Purposes.** Owner, on its behalf, on behalf of its successors and/or assigns, and all Interested Parties, does hereby declare, for the protection, development, improvement, and maintenance and Upkeep of the Manassas Gateway Property, that the terms, covenants, conditions, restrictions, reservations, easements, liens, rights, burdens, uses, benefits and privileges set forth in this Declaration shall and do exist at all times during the term of this Declaration as, and to the extent more fully provided herein, are covenants running with the Manassas Gateway Property, at law as well as in equity, burdening the Manassas Gateway Property, and each individual Parcel as the servient tenement or tenements, and binding upon and, to the extent provided below, benefiting each and every Interested Party (except, in the case of a Mortgagee, only to the extent such Mortgagee becomes an Owner hereunder).

Section 2.2 **Binding Upon any Lease or Other Document of Transfer.** Notwithstanding the failure of any deed, Lease or other instrument of conveyance, whereby an Owner conveys to another Person either: (i) an interest in any Parcel; or (ii) the right to occupy floor area on the Owner’s Parcel, to contain a clause which specifically subjects such deed, Lease or other documents to this Declaration, any new Owner shall be deemed to have automatically assumed the obligation to keep, perform and observe the provisions of this Declaration in respect of the Parcel of which it is an Owner, and any other conveyance (e.g. a Lease) shall be subject to the terms and provisions of this Declaration.

Section 2.3 **Declaration Benefits the Manassas Gateway Property.**

(a) The provisions of this Declaration burden only the Manassas Gateway Property. This Declaration shall be enforceable only by an Owner.

(b) There is no intention for the provisions of this Declaration to benefit any land or any Persons other than as specifically described herein. The existence of provisions of this Declaration that may benefit Persons owning or holding an interest in land outside the property described in this Declaration does not confer upon them any right whatsoever to enforce this Declaration, whether as third-party beneficiaries or otherwise. No

Person other than those described in **Section 2.3 (a)** hereof shall have any rights to enforce the provisions of this Declaration.

ARTICLE 3 **EASEMENTS**

Section 3.1 **General Provisions.**

(a) Owner, intending to bind itself, the Parcels and all Interested Parties (except, in the case of a Mortgagee, only to the extent such Mortgagee becomes an Owner hereunder), hereby grants, establishes and reserves the easements, licenses, rights and privileges hereinafter set forth.

(b) For purposes of this Article the following shall apply:

(i) A Person granting an easement is called the “***Grantor***” it being intended that the grant shall thereby bind and include not only such Person but also its grantees, successors and assigns.

(ii) A Person to whom an easement is granted is called the “***Grantee***”. Unless expressly stated otherwise, the grant shall benefit only the Parcel(s) to which the dominant tenement is granted. The Grantee may permit and designate from time to time its Permittees to use such easement, provided that: (a) no permission shall authorize a use of the easement contrary to the use as granted; and (b) no unauthorized use shall act to extinguish the easement for the use as granted.

(iii) The grant of an easement by Grantor shall bind its Parcel which shall, for the purpose of this Declaration be deemed to be the servient tenement. Where only a portion of the Parcel is bound and burdened by the easement, only that portion shall be deemed to be the servient tenement.

(iv) The grant of an easement to a Grantee shall benefit and be appurtenant to its Parcel which shall, for the purpose of this Declaration, be deemed to be the dominant tenement.

(c) All easements granted hereunder shall exist by virtue of this Declaration without the necessity of confirmation by any other deed or document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel in accordance with the terms of this Declaration, such easement shall be deemed to have been terminated or released without the necessity of confirmation by any other document. Upon the request of any other Owner, however, each Owner will sign and acknowledge a document memorializing the existence (including the location and any conditions), the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is reasonably acceptable to each Owner. Unless provided otherwise, all easements granted herein are perpetual, nonexclusive and irrevocable.

(d) The use of all easements granted hereunder shall be in accordance with any reasonable rules and regulations established by the Managing Owner, as the same may be amended in any reasonable manner from time to time by the Managing Owner. The Managing Owner reserves the right to: (i) eject from the Common Area any Person not authorized to use the same; (ii) close off the Common Areas for such reasonable periods of time as may be (a) legally necessary to prevent the acquisition of prescriptive rights by anyone, (b) necessary to effect repairs and restoration required herein; and/or (c) necessary to perform construction permitted hereby; provided, however, that before closing off any part of the Common Area, the Managing Owner must notify the other Owners of its intention to do so and must coordinate its closing with the other Owners to minimize interference for affected Owners with respect to the operation and maintenance of the Buildings. Notwithstanding the rules regulating the use of the easements granted hereunder, each of the Owners shall at all times maintain the right to make appropriate use of the easements granted hereunder (including the right to enter another Owner's Parcel) where the exigency of circumstances reasonably requires it.

Section 3.2 Common Utility Facilities Easements. Each Owner hereby grants, establishes and reserves unto each of the Owners and itself for the benefit of each Owner and all Interested Parties, easements in the Common Utility Facilities and for access by the Managing Owner or any Property Manager or other contractor or agent designated by the Managing Owner to such Common Utility Facilities and components thereof for the reasonably necessary installation, use, operation, maintenance, repair, Upkeep, replacement, relocation or removal thereof. Use of such easements shall be in accordance with the reasonable rules and regulations established from time to time in accordance with the provisions of, and subject to the exigent circumstances set forth in **Section 3.1(d)**. All Interested Parties with respect to a Parcel do hereby grant and shall, upon request of any Owner, grant to the Owners of any other Parcels such easements on, over, under or through such Parcel for access to utility lines and connections, and for the installation, use, repair, replacement and maintenance of the Common Utility Facilities, all as such Owners shall reasonably deem necessary, appropriate and desirable for the coordinated development, use and operation of the Manassas Gateway Property. By virtue of such easement, the requesting Owner, the providing utility, and/or the service company, shall be permitted to install and maintain facilities and equipment on such Parcel, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under such Parcel, provided that any disturbed areas are promptly restored to their original condition or replaced upon the completion of any work thereto. The location of any such easement and the installation and maintenance of any facilities and equipment shall be established so as to minimize, to the extent reasonably practical, interference with the actual use of the Parcel to be subject to such easement. To the extent applicable, such easements shall be located within drive aisles and/or walkways existing or planned within the Parcel to be subject to such easement. Subject to the provisions of this **Section 3.2**, each Owner covenants that it shall execute such utility easements for the benefit of the City, as the electric power provider, Washington Gas, and Verizon Virginia, or other utility providers to the extent reasonably necessary to provide services to the Manassas Gateway Property.

Section 3.3 Access Easements. The Owners and any Interested Parties hereby grant, establish and reserve unto each other, their Permittees, and themselves, nonexclusive easements for pedestrian and vehicular access on and over those drive aisles and sidewalks within the Property to allow for access through the Property. The use of such easements shall be in accordance with reasonable, nondiscriminatory rules and regulations that may be established from time to time by the Managing Owner, subject to the exigent circumstances set forth in **Section 3.1(d).**

Section 3.4 Maintenance and Repair Easements. Each Owner hereby grants, establishes and reserves unto each of the other Owners and itself, with respect to its Parcel and the Common Area located thereon, perpetual common, nonexclusive, reciprocal easements for ingress and egress upon and through the Parcels by an Owner, the Managing Owner or any designee of an Owner or Managing Owner, to the extent reasonably necessary for the performance of maintenance (including inspection and meter reading), testing, repair, replacement and/or cleaning of any facilities, equipment, landscaped area and any other items or things located on or within the Parcels for which the Owner of another Parcel or the Managing Owner bears the maintenance responsibility or has the authority to maintain.

Section 3.5 Construction Easements. Each Owner hereby grants, establishes and reserves unto each of the other Owners easements in the Parcels for temporary construction purposes to facilitate the construction, maintenance and repair and Upkeep of each of the Buildings and other Improvements as needed to implement the development and/or construction of the Improvements contemplated by the Master Development Agreement, Proffers and any zoning and site plan approvals. Such easements are established only to the extent and for a duration that they are reasonably necessary (i.e., such work cannot be reasonably accommodated without resort to the easement created hereby) and provided that reasonable Notice is provided to the Grantor Owner and that the use of such easement does not have a materially adverse effect on the use, continuous operation or value of the affected Parcel, or result in any violation of any zoning ordinance, or any applicable laws or regulations.

Section 3.6 Construction Staging Easement. During the construction of any Improvements on any Parcel by the Owners of said Parcel, each burdened Owner, to the extent reasonably possible, hereby agrees to grant to the requesting Owner, a temporary easement on its Parcel, in a location(s) reasonably acceptable to the burdened Owner, for use by the requesting Owner for ingress, egress, construction staging, material storage, location of construction trailers, and other similar uses.

Section 3.7 Crane Swing Easement. Each Owner hereby grants to the other Owners, as necessary, the right to utilize air rights over a Parcel to accommodate the swing of the boom of a tower crane during periods of actual construction and in a manner that will not permit any load to be suspended in, or moved through, the air space directly above the affected Parcel.

Section 3.8 Excavation and Slope Easement. During the construction of any Improvements on a Parcel by an Owner, the other Owners hereby grant to such Owner, a temporary easement on their Parcel(s), in a location(s) reasonably acceptable to such burdened

Owner, for excavation and grading that is reasonably necessary for the construction of the Improvements, including the excavation and construction of slopes on the burdened Parcel.

Section 3.9 Cooperation for Additional Construction Easements. Each Owner hereby agrees to reasonably cooperate with each other, at no cost, in the provision of such additional rights on its Parcel as may be reasonably required by an Owner to facilitate the development, construction, use, occupancy or operation of such Parcel so long as such additional rights do nothing more than immaterially (and not adversely) interfere, if at all, in the ability to improve, develop, use, occupy and operate the burdened Parcel.

Section 3.10 Implementation of Legal Requirements. Each Owner hereby grants, establishes and reserves unto each of the other Owners and itself easements in the Parcels for the purpose of the implementation of any legal requirement imposed by the Master Development Agreement, Proffers or any other zoning and site plan requirement to the extent any such legal requirement or site plan condition cannot be reasonably satisfied or accommodated without resort to the easement created hereby, provided that the use of such easement by such Owner does not have a materially adverse effect on the use, operation or value of the affected Parcel.

Section 3.11 No Dedication. Nothing contained in this **Article 3**, including the creation and establishment of the easements herein provided, shall be deemed to constitute the dedication of any portion of the Property or any Parcel to public use.

Section 3.12 Emergency Access Easements. Each Owner hereby agrees to grant unto all police, fire, ambulance and other rescue personnel easements over and through the Common Area and their Parcels for the lawful performance of their functions during emergencies.

Section 3.13 Right to Grant Easements. Subject to the terms and conditions contained herein and the obligations of each Owner set forth herein, nothing contained in this Declaration shall be deemed to prohibit or limit the right of any Owner to grant easements to any Person for any purpose, or to any governmental unit, public body and/or utility company for the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of utility facilities in its Parcel so long as such utility facilities are installed underground (except for equipment which is customarily installed above ground in the City's commercial developments) and service shall continue unimpaired and provided that no grant of an easement pursuant to this Section or exercise thereof shall interfere with any other rights under this Declaration.

Section 3.14 Relocation of Utility Easements. If at any time it shall become necessary to relocate or add to utility easements in order to provide utility service to any Parcel, the Grantor Owner of the affected Parcel agrees to grant such additional or relocated utility easements provided such easements do not interfere with the use, operation and enjoyment of such Owner's Parcel or the Improvements thereon, and the Grantee Owner shall pay for all costs and expenses incurred as a result of or with respect to the exercise of any rights granted to the Grantee Owner under this Section. Any such new or relocated utilities granted by the Grantor Owner shall be designated on revised plans prepared by the Grantee Owner and approved by the Grantor Owner, which approval shall not be unreasonably withheld, conditioned or delayed. The plans as so

revised shall be acknowledged in writing by both Owners. In addition to the foregoing, the Grantor Owner of an affected Parcel shall have the right to relocate any easements provided to a Grantee Owner provided such relocation does not materially interfere with such Grantee Owners' use of such easement and further provided the Grantor Owner pays all costs regarding such relocation. The Grantee Owner shall indemnify, defend and hold harmless the Grantor Owner from all damages, claims, costs, obligations and liabilities claimed by any Person arising out of or in connection with the use of the easements granted to the Grantee Owner for utilities under this Section, except where caused by the gross negligence or willful misconduct of the Grantor Owner. Notwithstanding anything to the contrary contained in this **Section 3.14**, the City's indemnity obligation as a Grantee Owner shall at all times be subject to and limited to the extent expressly permitted by applicable law and not otherwise prohibited by legislation. Nothing herein shall be construed to waive or expand any limitation imposed on the City by applicable law prohibiting the undertaking of an indemnity obligation.

Section 3.15 Regulation of Easements Generally. Notwithstanding any other provision of this Declaration, the easements created by or pursuant to this Declaration are subject to the following limitations: (i) each Owner may establish by notice to another Owner such reasonable rules and regulations to minimize disruptions as the Owner giving the notice may from time to time impose establishing reasonable limits, applicable except in case of emergency, on routes through which and on hours during which access may be taken, provided such rules are only designed to prohibit or prevent loitering, offensive noise levels, or unreasonable interference with the orderly, decorous and secure operation, use and enjoyment of the improvements within that Owner's Parcel; and (ii) such limits may also be imposed by the Owner giving the notice to restrict or prohibit access temporarily to the extent reasonably necessary to permit or facilitate, or reduce hazards during, construction or Upkeep of any portion of the Manassas Gateway Property for the Upkeep of which that Owner is responsible, or to prevent the possible dedication of or creation of prescriptive rights within any portion of that Owner's Parcel. Notwithstanding anything contained in this Declaration, no easement shall be granted which would prevent the burdened Owner from reasonably using its Parcel for its intended use.

Any Owner exercising rights under the easements granted pursuant to this Declaration hereby covenants to restore any areas disturbed by the exercise of its rights herein. In addition any Owner utilizing the easement rights granted herein during the period of entry onto any other Owner's Parcel shall provide to the Owner upon whose Parcel such entry is to occur, reasonably satisfactory proof of insurance naming the Grantor Owner as an additional insured with respect to those types of insurance coverages as are commercially reasonable and customary (to include Builder's All Risk policy of insurance) in connection with the work contemplated by the entry.

ARTICLE 4 **PARKING**

Section 4.1 Common Parking Spaces. Each Owner hereby grants, establishes and reserves unto each of the Owners and itself for the benefit of each Owner and all Permittees,

easements in the Common Parking Spaces, for the nonexclusive right to use all of those parking spaces located within the Property and designated as Common Parking Spaces on **Exhibit “C”** hereto, for the parking of vehicles, subject to the reasonable, nondiscriminatory rules which may be established by the Managing Owner. The Common Parking Spaces shall be maintained by the Managing Owner as a part of the Common Area, as set forth, and in accordance with, **Article 5** below.

Section 4.2 Hotel Parking Area. There is hereby reserved, declared, granted and conveyed to the benefit of the Owner of the Hotel Parcel and its Permittees an exclusive easement for the use of those parking spaces and drive aisles located within the Property and labeled as Hotel Parking Area on **Exhibit “C”** attached hereto. The Owner of the Hotel Parcel shall be responsible, at its sole cost and expense, for the maintenance and repair of the Hotel Parking Area.

Section 4.3 Restrictions on Use of Parking Spaces. The parking areas and spaces within the Property shall not be used for any outdoor sales areas, overnight parking (except for parking by Permittees of the Owner of the Hotel Parcel within the Hotel Parking Area and the Hotel Parcel) or fleet parking.

ARTICLE 5 **COMMON AREA**

Section 5.1 Uses of Common Area. Each Owner and its Permittees are hereby granted the nonexclusive right to use the Common Area, including the Common Parking Spaces, subject to such reasonable, nondiscriminatory rules and regulations for the use of such Common Areas as may be promulgated by the Managing Owner, from time to time, and subject to the requirements of the Master Development Agreement and Proffers. The said uses may include, without limitation, pedestrian ingress and egress to the Property or to public streets outside the Property, the parking of vehicles in designated areas, utility lines and facilities, street and pathway lighting, sidewalks, security services and systems, landscaped and unlandscaped open spaces, signage, aesthetic features or other amenities and facilities for the maintenance and/or operation of the Common Area.

Section 5.2 Ownership of Improvements on Common Area. Subject to the easements established in this Declaration, Ownership of the Improvements located upon the Common Area shall vest in the Owner of the Parcel on which such portion of the Common Area is located.

Section 5.3 Standards for Operation and Management of the Common Area. Management of the Common Area shall be based on, but not confined to, the standards of service provided in connection with the operation of first class office, retail, hospitality and commercial buildings, as applicable.

Section 5.4 Common Area Maintenance and Operation. The Managing Owner or the Property Manager shall operate, maintain, repair and replace all portions of the Common Area in a good and commercially sound manner so as to keep all such areas at all times in a safe

and functional condition, clean, and in good order and repair. Any such operations, maintenance, repairs, Upkeep, or replacements shall be performed in an efficient and economical manner and any costs and expenses in connection therewith shall be reasonable and competitive with costs and expenses for any comparable services or materials, and shall be repaired or replaced with materials, apparatus, and facilities of quality at least, equal to the quality of the materials, apparatus, and facilities repaired or replaced and so as to maintain the architectural and aesthetic harmony and integration of the Manassas Gateway Property as a whole. The Managing Owner or the Property Manager shall cooperate with each Owner so that any and all such repairs shall be made upon prior Notice to the affected Owner and will not (except as the same affects the residential or Hotel Building) be made during normal business hours if at all possible. The Managing Owner or the Property Manager shall perform such repairs and maintenance in a manner so as to cause as little disturbance in the use of each Parcel as is practical under the circumstances. Such work shall be completed as quickly as possible. The Managing Owner or the Property Manager shall promptly clean the area and restore the affected portion of the area to a condition at least equal to the condition which existed prior to the commencement of such work. In connection with such operation, maintenance, repair and replacement of the Common Area, but not in limitation thereof, the Managing Owner or the Property Manager shall:

(a) To the extent such maintenance is not the responsibility of the City due to a prior accepted dedication or the responsibility of others, maintain, repair, and resurface the Common Area drive aisles, sidewalk areas, curbs, gutters, alleyways, and access ways to prevent the same from becoming unsightly and repair all potholes and cracks. Such activities shall, to the extent possible, be scheduled to occur prior to or after normal business hours;

(b) Remove all papers, debris, filth, and refuse from, and periodically sweep all portions of the Common Area to keep the same in a clean and orderly condition and store all trash and garbage from the Common Area in adequate, screened containers and provide for a regular collection of the same;

(c) Maintain, repair and replace as necessary all Common Utility Facilities;

(d) Properly clear snow and ice from any Common Area, including the drive aisles, alleys, curb cuts, access ways, parking areas, service areas, loading areas, and sidewalk areas;

(e) Maintain and replace, if necessary, any directional signs, markers, or lights that shall be reasonably necessary or required in the Common Area and restripe parking spaces and drive aisles, as needed;

(f) Pay all wages, worker's compensation insurance, unemployment taxes and other costs and expenses of employees necessary to maintain the Common Area;

(g) Pay all contractors' fees in the event management, maintenance and operation of the Common Area are performed by an independent contractor;

(h) Implement and maintain such security measures, as the Managing Owner or the Property Manager deems necessary, given the location and other characteristics of the Manassas Gateway Property;

(i) Maintain all landscaped areas in the Common Area and including specifically the replacement of dead trees and shrubs and other landscaping that is necessary, and perform all weeding, pruning and fertilizing, all in accordance with the Landscaping Maintenance Specifications attached hereto as **Exhibit “D”**;

(j) Perform all Upkeep with respect to the Common Area; and

(k) Pay the cost of implementation of any development condition of the Master Development Agreement or Proffers as it relates to the Common Area or to the Manassas Gateway Property as a whole.

Section 5.5 Common Area Operation and Maintenance Costs. Common Area Operation and Maintenance Costs shall include, without limitation, all direct and indirect costs paid or incurred, to:

(a) Pay any and all license and permit fees and other charges of any kind and nature whatsoever (excluding such fees or other charges arising as a result of the initial construction of the Common Area or reconstruction thereof) which shall or may be levied, charged, confirmed, imposed, or assessed upon or against the Common Area and/or any other personal property used in connection with the performance or provision of services for the Common Area;

(b) Pay any Property Manager designated by the Managing Owner to operate and maintain the Common Area as provided herein, including, without limitation, cleaning, repair, Upkeep, landscaping, restorations, alterations, improvements or replacements, structural improvements to the Common Area, and the acquisition of supplies, equipment, and other personal property, wages, salaries and other personnel expenses and including a commercially reasonable management fee at comparable market rates;

(c) Pay all utility charges incurred in connection with the operation or maintenance of the Common Area;

(d) Provide private police protection, night watchman, guard services, traffic control officers, if applicable, and any other security systems or services, if any, reasonably determined by the Managing Owner to be necessary, appropriate or desirable for the Common Area;

(e) Pay for accounting and legal services and such other consulting services;

(f) Establish and fund any reserve, contingency or sinking fund for major capital repairs, replacements, maintenance and improvements; and

(g) Pay any and all administrative, overhead and office expenses including, without limitation, such expenses incurred in connection with the collection and enforcement of Common Area Operation and Maintenance Costs, the resolution of any dispute relating thereto whether by negotiation, arbitration, litigation or agreement.

Section 5.6 Maintenance by the City. Notwithstanding any provision contained in this Declaration to the contrary and provided that the City has not commenced the construction of a Building thereon, the City's obligation and responsibility to maintain the Property or any Parcels which it may now own or retain in the future, shall not at any time exceed the City's then maintenance standards for its other properties within the City of Manassas as the same may be determined from time to time by the City or its authorized agents.

ARTICLE 6 **ALLOCATIONS**

Section 6.1 Allocation of Common Area Operation and Maintenance Costs. Each of the Owners shall pay its Pro Rata Common Area Share of the Common Area Operation and Maintenance Costs.

Section 6.2 Payment of Costs and Fees. Payments of Common Area Operation and Maintenance Costs (the "*Costs and Fees*"), shall be as follows:

(a) Commencing at least 90 days prior to the date on which the initial Building on the Property is expected to be Substantially Complete, the Managing Owner or the Property Manager shall prepare and submit to the Managing Owner an initial budget (the "*Initial Budget*"). Within ten (10) days of receipt thereof, the Managing Owner shall forward copies of the Initial Budget to the other Owners. The Initial Budget shall set forth with respect to each Owner, each such Owner's respective Pro Rata Common Area Share and a computation of each Owner's estimated share of Costs and Fees for the forthcoming year or partial year (the "*Budgeted Share*"). Commencing on the date that the first Building on the Property is Substantially Complete, each Owner will pay to the Managing Owner on a quarterly basis, an amount equal to three (3) months of the Parcel's Budgeted Share for the year or partial year.

(b) On November 30th of the year following Substantial Completion of the first Building on the Property and every November 30th thereafter, the Managing Owner or Property Manager will prepare and provide an annual operational statement (the "*Annual Statement*"). The Annual Statement shall include: (i) each Owner's Pro Rata Common Area Share; (ii) the actual costs for the prior calendar year; (iii) the actual to-date costs for the current calendar year; (iv) re-forecasted costs through year-end for the current calendar year; (v) projected annual costs for the following calendar year (the "*Annual Budget*"); and (vi) the computation of each Owner's share of the Costs and Fees in the Annual Budget for the forthcoming Year. On each such November 30, the Managing Owner will send the Annual Statement to all Owners. On January 1st of each calendar year and on the first day of each quarter thereafter, each Owner will pay one-fourth (1/4) of that Owner's share of the Cost and Fees in the Annual Budget for the calendar year (the "*Annual Budget Payments*"). By April 1

of each year, the Managing Owner or the Property Manager will prepare and provide to all Owners a reconciliation of actual costs for the prior calendar year against the Annual Budget for the prior calendar year (the “**Annual Reconciliation**”). The Annual Reconciliation will include: (i) each Owner’s Pro Rata Common Area Share; (ii) the actual costs for the prior calendar year; (iii) the Annual Budget Payments made by all Owners during the prior calendar year; (iv) a reconciliation of the actual costs for the prior calendar year versus the Annual Budget Payments made by all Owners during the prior calendar year with a computation of whether the Annual Budget Payments resulted in an overpayment or underpayment of the Costs and Fees for the prior calendar year.

(c) Within thirty (30) days after receipt by each Owner of the Annual Reconciliation, such Owner shall make a lump sum payment to the Managing Owner equal to an amount, if any, by which its payments of the Annual Budget Payments for the period covered by the Annual Reconciliation are less than the Owner’s share of Costs and Fees based on the actual costs for the period in question. If the Annual Reconciliation reveals that the Owner has overpaid its share of Costs and Fees, then the Managing Owner shall credit such amount to the next succeeding payments the Owner is required to make during the forthcoming period. The effect of this Section is that each Owner will pay each year its share of Costs and Fees based on the actual costs for the same. Further, no Owner shall be allowed or granted any “cap”, “favored nation” or similar arrangement that would result in such Owner not paying its actual share of the Costs and Fees computed in accordance with this Declaration.

(d) The Managing Owner shall be obligated with respect to the preparation of the Initial Budget and all Annual Budgets thereafter to act in a professional and commercially reasonable manner. The Managing Owner shall also be required, upon the request of the other Owner, to provide such Owner with copies of all such bids or proposals and to further provide to such Owner, upon request, such other reasonable back-up documentation, such as canceled checks, receipts, paid invoices, etc., as may be requested to support the expenditures set forth in the Initial budget or any subsequent Annual Budget.

Section 6.3 Late Charges. If any Costs and Fees or any installments thereof are not paid in full within five (5) days of the date when due, then the party responsible for the payment of such Costs and Fees or installment shall also pay a late payment service charge (covering administrative and overhead expenses) equal to 15% of the amount of such unpaid costs or installment. The foregoing provision shall not be construed to extend the day for payment of any sums required to be paid hereunder or relieve any Owner of its obligation to pay all such sums at the time or times herein stipulated. Payments made by Owners shall be applied (i) first to the late charge; (ii) then to the interest due, if any, (iii) then to the costs of collections; and (iv) then to the delinquent amounts.

Section 6.4 Interest on Past Due Amounts. If any Costs and Fees or installments thereof are not paid on the due date thereof, then in addition to the late payment service charge provided for in **Section 6.3**, such unpaid amount shall bear interest from the due date until such date actually paid, at a per annum interest rate equal to six percent (6%) (but in no event shall such interest rate exceed the maximum rate per annum permitted by Virginia law for commercial loans) (the “**Interest Rate**”). The foregoing provision shall not be construed to extend that date of

payment of any sums required to be paid hereunder or relieve any Owner of its obligation to pay all such sums at the times or times herein stipulated.

Section 6.5 Lien and Enforcement. Any Costs and Fees or installments thereof if not paid when due shall be delinquent and the Managing Owner shall have the right to file a Notice of Lien among the Land Records. Such lien may be enforced by foreclosure suit, including appointment of a commissioner of sale, in the same manner as a Mortgage or a mechanic's lien foreclosure, in a manner permitted under Section 55-516 of the Code of Virginia or in such other manner as may be permitted by law. In the event the Managing Owner shall institute proceedings to foreclose such lien, whether or not a final decision is rendered, such Managing Owner shall be entitled to recover from the Owner of the applicable Parcel, in addition to the unpaid amounts or installments thereof, interest and late payment and service charges and all costs and expenses, including reasonable attorney's fees incurred in preparation for and in bringing in such proceedings, and all such costs and expenses shall be secured by such lien. The Managing Owner may also institute and enforce such other remedies at law or in equity as the Managing Owner may determine to be necessary or appropriate to collect such amounts as are due.

Section 6.6 City's Obligation to Pay Costs and Fees. Notwithstanding anything contained in **Article 6** or elsewhere in this Declaration to the contrary and for clarity, the City shall not be obligated to pay any Costs and Fee with respect to any of its retained Parcels unless and until the City constructs a Building thereon.

ARTICLE 7 RESTORATION

Section 7.1 Restoration of Common Areas (including Common Parking Spaces and Common Utility Facilities). Each Owner covenants that in the event of any damage or destruction to the Common Areas, including Common Parking Spaces and Common Utility Facilities on its respective Parcel during the term of this Declaration, by any cause whatsoever, whether insured or uninsured, it shall restore, repair or rebuild the Common Areas with all due diligence to the condition that existed immediately prior to such damage.

Section 7.2 Performance of Work Within Common Area. All restoration, repair, rebuilding, maintenance, alterations, additions or improvements of the Common Area, the "**Work**", performed by any Owner pursuant to the provisions of this Declaration shall be performed so as to minimize the applicable costs thereof (subject to the applicable standards of quality and local laws and ordinances) in compliance with such of the following requirements as are applicable hereto, to wit:

(a) No Work costing in excess of \$100,000.00 shall be commenced unless the Owner desiring to perform the same has in each instance delivered to each of the other Owners hereto one copy of such Owner's proposed plans for such Work.

(b) All Work shall be performed in a good and workmanlike manner by reputable contractors unaffiliated with such Owner (unless otherwise licensed and qualified to

perform such Work), subject to bid or other assured means of minimizing costs, and shall conform to and comply with:

(i) The plans and specifications therefor as the same may be modified from time to time as required during the course of the Work (provided, however, that all such modifications are minor in nature); and

(ii) All applicable requirements of law, codes, regulations, rules and underwriters, including, without limitation, the Proffers.

(c) All such Work shall be completed with due diligence, and at the Owners' cost and expense.

(d) Each Owner covenants, severally, that all insurance proceeds, if any, payable on account of such damage or destruction shall first be made available to the Owner upon whose Parcel the Work is being performed for the repair and restoration of any damaged Common Area; provided, however, nothing contained herein shall be deemed to prohibit the applicable Mortgagee from participating in the adjustment of any insurance proceeds on behalf of any Owner and the disposition of such insurance proceeds shall be subject to the rights of any such Mortgagee, provided that in all cases such insurance proceeds are available to restore such damage. Subject to the disbursement procedure requirements of such Mortgagee, the amount of any insurance proceeds shall be made available in progress payments during the progress of the restoration and the performance of such Work.

(e) Each Owner shall use its best efforts to cause all Work contemplated on their applicable Parcel to be completed as promptly as reasonably practicable, and in accordance with the Proffers.

(f) In the event that the proceeds of insurance payable on account of such Work are insufficient, the Owners shall pay the deficiency in the proportions set forth in **Section 1.28**, as applicable, of this Declaration.

Section 7.3 Delegation to Managing Owner. The Owners hereby agree that all Work being performed for the repair and restoration of any damaged Common Area shall be performed by the Managing Owner for and on behalf of the Owner of the Parcel where such damaged Common Area is located. All of the insurance proceeds, if any, received by the Owner of the Parcel where such damaged Common Area is located, subject to the disbursement procedure requirements of applicable Mortgagees, shall be made available to the Managing Owner to perform such work.

Section 7.4 Election Not to Restore. Except for the Common Area which is required to be restored pursuant to **Section 7.1**, whenever any Owner is unable or elects not to restore, repair or rebuild any other Improvement that has been damaged or destroyed in accordance with the terms of this Declaration, then, and in such event, such Owner, at its sole cost and expense, shall raze such Improvement or such part thereof as has been so damaged or destroyed and clear the premises of all debris so as not to cause a nuisance or danger to the other Owners and shall

restore and landscape the applicable portion of its Parcel in a manner consistent with the condition, grade and quality of the surrounding Common Areas, all in compliance with applicable laws.

Section 7.5 Minimize Impact. In the course of construction or reconstruction of any applicable Improvements on the respective Parcels, each Owner shall take all reasonable measures to assure that the construction on its Parcel does not adversely impact tenant occupancy or the tenants occupying other Parcels, including, without limitation, noise abatement, dust abatement, and other similar measures.

ARTICLE 8 **INSURANCE**

Section 8.1 Insurance Generally. During the term of this Declaration, each Owner shall itself maintain and keep in full force and effect:

(a) Insurance against all risks of loss or damage in an amount that represents the insurable replacement cost of the Common Area located on such Owner's Parcel for which another Owner has the right to use as provided herein; and the insurable cost of restoring a damaged site to a reasonably suitable condition as required by **Section 7.1** herein.

(b) Commercial general liability insurance coverage, for such Common Area located within its Parcel, on a "per occurrence" basis, against claims for personal injury, including without limitation, bodily injury, death and broad form property damage in limits not less than Three Million Dollars (\$3,000,000.00) combined single limit per occurrence with a Three Million Dollars (\$3,000,000.00) annual aggregate, and a umbrella excess liability insurance with a policy limit of not less than Ten Million Dollars (\$10,000,000.00), provided however and notwithstanding the foregoing or any other similar provision contained in this Declaration to the contrary, the City's obligation to insure the Property or any Parcels which it may now own or retain in the future, shall not at any time exceed the City's then insurance standards for its other properties within the City of Manassas as the same may be determined from time to time by the City or its authorized agents.

(c) Worker's compensation and employer's liability insurance as to the Owner's or Occupant's employees in form and amount satisfactory to the legal requirements imposed by the Commonwealth of Virginia.

In addition to the foregoing, during the course of any construction pursuant to this Declaration, the Owner or Occupant shall be required to maintain builder's risk insurance on an "all risk" basis (not excluding collapse) on a completed value (non-reporting) form for full replacement value covering all work incorporated and all materials and equipment to be installed (whether stored on or off the Parcel or being delivered F.O.B. to the Parcel).

Each Owner shall name each of the other Owners and each of their Mortgagees and ground lessors as an additional named insured on all insurance policies provided for in this **Article 8**, and each policy shall have a cross-liability endorsement and shall have a waiver of

subrogation clause. All policies required hereunder shall be non-cancelable without thirty (30) days prior written notice to all Owners, their respective Mortgagees and ground lessors.

The Owner of the Hotel Parcel shall procure and maintain the insurance described in this Section for the Hotel Parking Area at its sole cost and expense.

Section 8.2 Insurance Standards. All insurance required by **Section 8.1** shall be issued by insurance carriers qualified to do business in the Commonwealth of Virginia rated at least A-VIII in the most recent Best's Rating Guide. The requirements of this Article may be satisfied through the use of blanket or umbrella policies so long as the Parcel (and all Improvements thereon) is specifically named and the coverages required are included in the policy, on a "per project" or "per location" basis.

Section 8.3 Certificates of Insurance. Upon written request, each Owner shall supply the requesting Owner and/or the Property Manager with certificates of insurance evidencing the policies required by this Article.

Section 8.4 Waiver of Claim. It is hereby declared and established that, as to fire and other damages to the property of an Owner and Occupant, each Owner and Occupant waives any rights of recovery against any other Owner and Occupant and their respective directors, partners, officers, employees, agents and tenants, for any damage or consequential loss, including any deductible amounts covered by insurance of the type required by this Declaration, whether or not such damage or loss shall have been caused by the negligence or other acts or omissions of such other Occupant or its directors, partners, officers, employees, agents or tenants. All insurance required by this Article or otherwise maintained by an Owner or Occupant shall include a clause or endorsement denying the insurer any rights of subrogation against any other Owner and Occupant of the Manassas Gateway Property to the extent rights have been waived by the insured before the occurrence of the injury or loss.

Section 8.5 Self-Insurance. Notwithstanding the foregoing provisions of **Sections 8.1, 8.2, 8.3** and **8.4** hereof, any Owner responsible for maintaining such insurance may either (a) "self-insure", so long as the party so self-insuring (or its parent or other affiliated company that maintains a self-insurance program benefiting such Owner) has a tangible net worth according to its last published report of at least Two Hundred Million Dollars (\$200,000,000.00), and/or (b) carry such insurance under a "blanket" policy or policies covering other properties of the party and its parent, subsidiary or affiliated corporations or entities.

Section 8.6 Indemnity.

(a) Subject to **Section 8.4**, each Owner (the "***Indemnitor***") shall protect, defend, indemnify, save and hold harmless all of the other Owners (the "***Indemnitee***") against and from all claims, liabilities, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever, and against and from any and all costs damages and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of, from or on account of any accident or other occurrence in, upon, at or from the

Parcel or Improvements of the Indemnitor, caused by any negligent act or omission of the Indemnitor or its tenants, employees, agents or contractors, in, upon, at or from its Parcel, its appurtenances or any Common Area to the extent not caused in whole or in part by the negligent act or omission of the Indemnatee.

(b) In the event of a claim against the Indemnatee, the Indemnatee shall, within one hundred eighty (180) days after its actual knowledge of the claim, notify the Indemnitor of its existence. The failure to do so shall constitute a waiver by the Indemnatee or the party entitled to indemnification pursuant to this Section of its rights to be indemnified by the Indemnitor for such claim, but does not constitute a waiver by the Indemnatee of any common law or other legal rights it may have against the Indemnitor.

(c) The indemnities contained in this Section shall include the reasonable costs and expenses, (including attorneys fees), incurred by the Indemnatee in enforcing such indemnity obligations.

(d) Notwithstanding anything to the contrary contained in this **Section 8.6** or elsewhere in this Declaration, the City's indemnity obligation as an Owner of a Parcel shall at all times be subject to and limited to the extent expressly permitted by applicable law and not otherwise prohibited by legislation. Nothing herein shall be construed to waive or expand any limitation imposed on the City by applicable law prohibiting the undertaking of an indemnity obligation.

ARTICLE 9

REAL ESTATE TAXES

Section 9.1 Separate Assessments. Each Owner shall promptly pay, before delinquency, all Impositions lawfully assessed or levied against its Parcel and Improvements located thereon. Not later than thirty (30) days after written request by an Owner, the other Owners shall provide the requesting Owner with evidence of the payment of such Imposition or a written statement indicating that it intends to timely contest or is then contesting such Imposition and generally setting forth the grounds upon which such contest is to be or is based. Each Owner, at its sole cost and expense, may contest, in good faith, the validity, rates of assessment, amount, application and/or enforcement of any such Imposition if: (a) the contest shall not subject its Parcel or any of the other Parcels or the Improvements located therein (or any easement located thereon and granted hereunder to the other Owners) to loss, lien or forfeiture, and (b) upon final determination (including review or appellate proceedings), the contesting Owner shall comply with any adverse decision, including the payment of any Imposition interest, costs, fines and penalties.

ARTICLE 10

AMENDMENTS

This Declaration may be amended or otherwise modified only by a writing: (i) signed by the Owners, their respective Mortgagees and ground lessors of least two thirds (2/3) of the aggregate square feet of land area within the Property; and (ii) recorded in the Land Records.

ARTICLE 11

NOTICES

Section 11.1 Form and Manner of Notice. All Notices, statements, demands or other communications given under or pursuant to this Declaration, or which a party may wish to give to an Owner, shall be: (i) in writing, addressed to the most recent address provided by Notice for such Owner; and (ii) delivered in person (including by air courier or private delivery service that provides a signed receipt evidencing delivery), or by registered or certified mail, delivery receipt requested, postage prepaid. All Notices shall be effective upon being sent in the manner prescribed above; however, the time period in which a response to such Notice must be given shall commence to run from the date of receipt by the addressee thereof as shown on the return receipt of the Notice or from the date of personal delivery. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of Notice as of the date of such rejection, refusal or inability to deliver. An Owner may, by ten (10) days' prior Notice to all other Owners, designate a different address or addresses to which Notices shall be sent.

Section 11.2 Notice Upon Fee Transfer. Upon the conveyance or transfer of fee title to any Parcel or any portion of any Parcel, the grantor shall advise the other Owner(s), in a Notice, of such transfer and of the name and address of the transferee.

Section 11.3 Notice to Condominium or Cooperative. If any Parcel or a portion of any Parcel is subject to a condominium or cooperative regime, then any officer of such regime shall be conclusively presumed to have the authority to accept Notice and exercise any and all rights, duties and authority of the Owners of the Parcels created thereby on behalf of all such unit owners or cooperators.

ARTICLE 12

ADMINISTRATION AND ENFORCEMENT

Section 12.1 If any Person fails to perform any of its duties or obligations provided in this Declaration (such Person to be referred to hereinafter as the “**Defaulting Party**”), any Owner (the “**Curing Party**”) may at any time, give a Notice to the Defaulting Party, setting forth its specific failures in complying with this Declaration (the “**Default Notice**”). The Defaulting Party will have a period of thirty (30) days after receipt of the Default Notice to cure the defaults specified in the Default Notice. If such failures are such that they cannot be corrected within such thirty (30)-day period, no default shall occur provided the Defaulting Party commences the correction of such failures within thirty (30) days after receipt of the Default Notice and thereafter, diligently prosecutes a cure, and thereafter completes the correction within a commercially reasonable time period. Should, after the expiration of the foregoing periods, the Defaulting Party has failed to cure the defaults specified in the Default Notice, then the Curing

Party shall have the right to correct such failures, including the right and easement to enter upon the Parcel of the Defaulting Party to correct such failures. Notwithstanding anything hereinabove contained to the contrary, in the event of an emergency situation which poses an imminent danger or threat of bodily injury or property damage, Curing Party may, without Notice, cure any such default pursuant to this Section and thereafter shall be entitled to the benefits of **Section 12.2** hereof.

Section 12.2 Fees to Curing Party.

(a) If the Curing Party elects to pay any sum of money or do any acts that require the payment of money by reason of the Defaulting Party's failure or inability to perform any of the provisions of this Declaration to be performed by the Defaulting Party, the Defaulting Party shall promptly upon demand reimburse the Curing Party such sums. In the event that such sums are not paid within ten (10) days after demand, then such sums shall bear interest at the Interest Rate from the date of expenditure until the date of such reimbursement. Any other sums payable by an Occupant under this **Section 12.2** that shall not be paid when due shall also bear interest at the Interest Rate from the due date of payment thereof until the date of reimbursement.

(b) Each Curing party (the "***Secured Party***") is hereby given as security for the payments from any Defaulting Party of sums due to it under this Declaration a valid and enforceable lien (the "***Security Lien***") upon the Defaulting Party's right, title and interest in and to its Parcel and all Improvements at any time, and from time to time, situated thereon. The Secured Party shall have the right to enforce and foreclose the Security Lien in accordance with applicable Virginia law.

Section 12.3 Lien Priority. It is understood and agreed that the Security Lien, once established, shall be superior to any other lien and encumbrance on the Defaulting Owner's Parcel created or arising after the date of recording of this Declaration, excepting only any Mortgage or ground lease made prior to the recorded notice of the Security Lien.

Section 12.4 Attorneys Fees and Costs. In the event any legal action, suit or other proceeding involving this Declaration is brought, the prevailing Owner in such enforcement action shall be entitled to be reimbursed by the non-prevailing Owner or Owners for the amount of all reasonable attorney's fees, expert's fees and other costs incurred by the prevailing Owner in connection with such action, suit or proceeding, and said amount shall be paid by the non-prevailing Owner within thirty (30) days after written Notice from the prevailing Owner that the same is payable.

ARTICLE 13
SUCCESSORS AND ASSIGNS

Section 13.1 Successors and Assigns. Except as otherwise set forth herein, this Declaration shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

Section 13.2 Terms Hereof Run With the Land. This Declaration, and the terms, covenants, restrictions, provisions and easements set forth herein, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the whole or any portion of the Manassas Gateway Property and shall remain in full force and effect until terminated in accordance with the provisions hereof or otherwise according to the laws of the Commonwealth of Virginia.

Section 13.3 Rights and Obligations Appurtenant. All rights and obligations of an Owner under this Declaration are hereby declared to be and shall be appurtenant to the title to such Owner's Parcel and may not be transferred, conveyed, devised, bequeathed or otherwise disposed of separate or apart from title to such Owner's Parcel. Every transfer, conveyance, grant, devise, bequest, or other disposition of a Parcel shall be deemed to constitute a transfer, conveyance, devise, grant, bequest or other disposition of such Owner's rights and obligations hereunder. By accepting a deed to any Parcel, an Owner shall be deemed to confirm this Declaration.

ARTICLE 14 **MISCELLANEOUS**

Section 14.1 Exhibits. Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Declaration. All such Exhibits constitute a part of this Declaration and by this Section are expressly made a part hereof.

Section 14.2 Captions; Pronouns. The captions of this Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of the provisions of this Declaration, and they shall not affect the interpretation hereof. Whenever singular, plural, masculine, feminine or neuter pronouns are used herein they shall be construed interchangeably so as to fit the applicable context.

Section 14.3 Locative Adverbs. The locative adverbs "herein", "hereunder", "hereto", "hereinafter" and like words, wherever and whenever the same appear herein, mean and refer to this Declaration in its entirety and not to any specific Article, Section or Subsection or Exhibit hereof.

Section 14.4 Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Declaration by an Owner or Interested Party, any Owner shall have the right to seek from a court of competent jurisdiction an injunction against such violation or threatened violation, and any defense by an Owner or Interested Party that an adequate remedy at law may exist is hereby waived.

Section 14.5 Remedies Cumulative. The rights and remedies provided in this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which the Owner might otherwise have by virtue of a default hereunder, and the exercise of one such right or remedy shall not impair the standing of an Owner to exercise any other right or remedy.

Section 14.6 Waiver of Default. Except as otherwise expressly provided herein, a waiver of any default by any Person must be in writing, and no such waiver shall be implied from any omission to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provisions of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. No consent or approval by an Owner to or of any act or request by any Interested Party requiring consent or approval shall be deemed to waive or render unnecessary the consent of approval to or of any subsequent acts or requests.

Section 14.7 No Partnership, Joint Venture or Principal Agent Relationship. Neither anything in this Declaration nor any acts of any Owner shall be deemed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any Persons.

Section 14.8 Severability. If any provision of this Declaration shall to any extent be invalid or unenforceable, the remainder of the Declaration shall not be affected thereby and each remaining provision of the Declaration, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

Section 14.9 Governing Law. This Declaration shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

Section 14.10 Release from Liability. Any Owner shall be bound by this Declaration only as to the Parcels as to which such Person is the Owner, and only during the period that such Person is the Owner of such Parcel. Although Persons may be released under this paragraph, the easements, covenants and restrictions of this Declaration shall continue to be benefits and servitudes upon the Parcels and shall run with the land. Upon transfer of an Owner's entire fee simple interest in its Parcel or its leasehold estate under a ground lease, such Owner shall be automatically released from liability under this Declaration, except for liability which accrued prior to the date of such transfer.

Section 14.11 Excusable Delay. Whenever performance is required of any Owner under the terms of this Declaration, that Owner shall use all due diligence to perform and take all necessary measures in good faith to effect the necessary or required performance; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse and unusual weather conditions not reasonably anticipated, war, civil commotion, riots, strikes, picketing, other labor disputes, unavailability of labor or materials, government action or inaction, government delay in issuing permits, damage to work in progress by reason of fire or other casualty, or any reasonably unforeseeable cause beyond the reasonable control of the Owner, including the default of another Owner in performing its obligations under this Declaration, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused (an "***Excusable Delay***").

Notwithstanding the foregoing, lack of funds or causes resulting from lack of funds shall not be deemed to be a cause beyond the control of an Owner. The provisions of this Section shall not operate to excuse any Owner from the prompt payment of any monies required by this Declaration.

Section 14.12 Transfer of Interest. In the event of any transfer of the fee simple interest of an Owner in and to all or any portion of its Parcel, the transferring Owner shall (for the purpose of this Declaration only) be the agent of each of its transferees until the Notice requirement set forth below is satisfied. An Owner transferring all or any portion of its interest as the Owner of its Parcel shall give Notice to the other Owners of such transfer and shall include therein at least the following information: (i) the name and the address of the transferee and (ii) a legal description of the portion of the Parcel transferred, if less than all of the Parcel is being transferred. Any transfer shall be subject to the terms of this Declaration and shall be subject to all applicable laws and ordinances.

Section 14.13 Limitation of Liability. No partner, shareholder, member, trustee, beneficiary, director, officer, council member or employee of an Owner, or any affiliate of an Owner, shall have any personal liability under this Declaration. In addition, in the event any Person obtains a judgment against any Owner in connection with this Declaration, such Person's sole recourse shall be to the estate and interest of such Owner in and to its Parcel; provided, however, that the foregoing limitation of liability shall not apply in the event of any fraud, intentional misrepresentation or willful misconduct by such Owner. Nothing in this Section shall limit in any way any Person's right to pursue equitable remedies in the event of a default by an Owner or an Interested Party under this Declaration, as more particularly set forth herein.

Section 14.14 Mortgagee Notice and Right to Cure. A Mortgagee, during such period of time as such Mortgage shall be of record in the Land Records, shall be of record in the Land Records, shall be entitled to receive Notice of any default by the maker of a Mortgage (including, without limitation, notice of a default which would entitle another Owner to exercise self-help), provided that prior to the giving of the notice of default such Mortgagee, shall have delivered to such other Owners a Notice substantially as follows:

The undersigned, whose address is [insert mortgagee address] does hereby certify that it is the holder of a first/second/etc. mortgage (the "***Mortgage***") upon the tract of land described on Exhibit A attached hereto and made a part hereof, such tract being the Parcel of [Defaulting Owner] (the "***Mortgagor***"). In the event that any Notice shall be given of the default by [the Mortgagor upon whose Parcel this Mortgage applies] under the Declaration, etc., a copy thereof shall be delivered to the undersigned at the address set forth herein, and the undersigned shall thereafter have all rights (but not the obligations) of the Mortgagor to cure a default by the Mortgagor. Failure to deliver a copy of such Notice to the undersigned shall in no way affect the validity of the notice of default to the Mortgagor but shall make the same invalid as it respects the interest of the Mortgagee in and to the Parcel or

Mortgage and such failure shall result in the default not being binding upon the Mortgagee who is in possession of the Parcel and who has not received such Notice or upon any party who acquired the Parcel by foreclosure or deed in lieu of foreclosure or otherwise.

Any Notice to such Mortgagee shall be mailed to the address in the United States referred to in the form of Notice set forth above and in the same manner as provided in **Article 11** hereof. The giving of or failure to give any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the Owner so declaring or entitled to declare a default. The Mortgagee shall be permitted to cure any such default within forty-five (45) days after a copy of the notice of default shall have been sent to such Mortgagee, provided that, in the case of a default which cannot with diligence be remedied within such period of forty-five days, if it has notified the other Owners that it is curing the default and if it has promptly commenced within the forty-five (45) day period and has proceeded and is proceeding with all due diligence to remedy such default, then such Mortgagee shall have additional reasonable period as may be necessary to remedy such default.

Section 14.15 Estoppel Certificates. Any Owner or Interested Party agrees at any time and from time to time within ten (10) days after written request by any other Owner or Interested Party in such Parcel to execute and deliver to such requesting party or to any existing or prospective purchaser, Mortgagee or lessee designated by such requesting party, a certificate, which shall not be required to be in recordable form: (i) stating whether or not there exists any default hereunder on part of such Owner or Interested Party or with respect to such Parcel hereunder; (ii) stating the amount of any unpaid Costs and Fees; (iii) stating the present address for Notices; and (iv) making a representation that the Declaration is in full force and effect without amendment (or that there has been an amendment(s) and attaching a copy of such amendment(s) to the certificate).

Section 14.16 Mechanics and Other Liens. Each Owner shall, within thirty (30) days after the filing thereof, cause to be discharged of record, either by payment, bonding or by obtaining affirmative title insurance coverage, insuring over such lien, any mechanic's, materialman's or other lien affecting any other Parcel arising by reason of any work or materials ordered by such Owner or of any act taken or suffered by such Owner. If such Owner does not so discharge such lien, then the Owner of the affected Parcel may discharge such lien after ten (10) days Notice to such Owner and assess the costs thereof, both direct and indirect, including reasonable legal fees and bond premiums, and interest thereon at the Interest Rate, plus an administrative fee equal to ten percent (10%) of the total cost thereof, to such Owner.

Section 14.17 Compliance with Laws. Each Owner covenants to comply with all applicable laws and regulations governing its Parcel and the Manassas Gateway Property, including but not limited to, development conditions imposed by the Site Plan.

Section 14.18 Binding Effect. This Declaration shall be binding upon and shall, to the extent provided herein, inure to the benefit of all Owners and all Interested Parties and their successors and assigns.

Section 14.19 Subdivision of a Parcel. In the event that a Parcel is subdivided in accordance with the applicable governmental requirements, the obligations and rights contained herein of the Owners of the newly created Parcels, including, but not limited to, the allocations of the Common Area Operation and Maintenance Costs, will be as set forth and established in an instrument recorded among the Land Records. In the event such instrument is not recorded, the obligations and rights contained herein shall be allocated based on the gross floor area located on each new Parcel.

Section 14.20 Use Restrictions. Each Parcel and the Improvements thereon, shall be used for such purposes provided for and permitted in the Master Development Agreement, Proffers and other zoning and requirements of the City.

Section 14.21 Schedule of Exhibits. The following Exhibits are made part of and incorporated into this Declaration as if fully set forth in the body of this Declaration:

- | | | |
|------------------|---|---|
| Exhibit A | - | Plan of the Property |
| Exhibit B | - | Plan Showing Common Area |
| Exhibit C | - | Parking Plan Showing Common Parking Spaces and Hotel Parking Spaces |
| Exhibit D | - | Landscaping Maintenance Specifications |

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date first above written.

[Signature and notary attestation contained on separate page immediately following. Remainder of this page left intentionally blank]

DECLARANT:

CITY OF MANASSAS, VIRGINIA, a Municipal corporation

By: _____ (Seal)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY OF MANASSAS, to-wit:

This instrument was acknowledged before me on this _____ day of _____, 2017, by _____, in his capacity as the _____ of **CITY OF MANASSAS, VIRGINIA**, a Municipal corporation, on behalf of such municipal entity.

(Notary Public)

Print Name: _____

My Commission Expires: _____

Notary Registration No: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

EXHIBIT “A”
PLAN OF THE PROPERTY

EXHIBIT “B”
PLAN SHOWING THE COMMON AREA

**EXHIBIT “C”
PARKING PLAN**

EXHIBIT “D”
LANDSCAPING MAINTENANCE SPECIFICATIONS

TURF MAINTENANCE:

Mowing, Trimming and Weeding: During growing seasons, mowing will be performed regularly every 7 – 10 days (weather permitting). Trimming along shrub beds, walkways & curbs, obstructions & foundations will be performed at time of mowing. In addition, each Owner shall be responsible for mowing and trimming that portion of the Property dedicated for public street purposes which lies between Owner’s Lot(s) and the actual curbing or edge of any public street. All mulched areas will be groomed and kept free of weeds. All sidewalks, curbs, and gutters will be kept free of weeds. Trimming of ground cover will be performed as necessary along curbs, walks and bed edges.

Edging: All sidewalks, curb lines and other applicable hard surfaces will be edged.

Fertilization & Weed Control: All turf areas will receive applications of fertilizer and weed control on a regular basis, generally fertilizer 3 – 4 times per year and weed control 3 times per year in accordance with the following schedule:

Early Spring (March/April) - All turf areas receive fertilizer and pre-emergent weed control.

Late Spring (May/June) - All turf areas receive fertilizer/ soil supplements and post-emergent weed control.

Early Fall (August/September) - All turf areas receive fertilizer and post-emergent weed control for late season weeds.

Late Fall (November/December) - All turf areas receive a slow-release granular fertilizer.

Soil analysis should be performed on an annual basis to determine the level of treatment required to maintain healthy turf.

SHRUB, TREE & BED MAINTENANCE:

Spring Clean Up & Mulching (approximately March/April): All plant beds will be weeded and all debris removed. Bed edges will be cut. Corrective pruning, shaping and deadwooding of plant material will be performed and an application of pre-emergent weed control in all beds will be made, as appropriate. Double-shredded hardwood mulch will be installed to maintain a depth of 2 inches covering the bed.

Pruning: Pruning of all shrubs and trees (less than 12 feet in height at maturity) will be performed 3 – 5 times per season, with sucker growth removed as necessary. Pruning will include thinning, deadwooding, shaping and sheering formal shrubbery. Groundcover will

be pruned / cut back as necessary to contain them within the confines of their beds. Perennials and ornamentals will be cut back at the appropriate time of the season.

Fertilization: Shrubbery will receive a controlled release fertilizer in the Spring. Ornamental trees will receive a liquid deep-root injection in the Fall.

Insect/Disease Control: Regular inspections will be made over the course of the season to check for insect and disease problems, and the appropriate applications will be made on those plants identified with insect or disease symptoms.

Replacement: Any plant which is 50% or more dead will be removed and replaced.



City of Manassas
Manassas City Council
Economic/Community Development & Land Use Committee
9027 Center Street
Manassas, VA 20110

Meeting Date:	Thursday, July 6, 2017
Time Estimate:	15 minutes
Agenda Title:	Mathis Avenue Streetscape Standards
Recommendation:	Recommend that City Council endorse the Mathis Avenue Streetscape Standards that will be incorporated in the City's Design and Construction Standards Manual
Motion:	I move that the Land Use Committee recommend that City Council endorse the Mathis Avenue Streetscape Standards that will be incorporated in the City's Design and Construction Standards Manual.
Date Last Considered by City Council:	N/A
Summary and/or Comments:	<p>In its 2015 Strategic Plan, City Council identified the enhancement of the City's gateway corridors as a top priority. The plan calls for the development of corridor plans with enhanced landscaping, signage and regulations that support new development and redevelopment, focusing specifically on the Centreville Road (Route 28)/Mathis Avenue corridor. Last year, staff secured grant funding from the MWCOG for the development of a streetscape plan and actionable design standards that will be implemented by the City through an amendment to the City's Design and Construction Standards Manual and through public and private partners. The attached standards build upon the recommendations provided in the original Mathis Avenue Sector Plan and serve as a catalyst for:</p> <ul style="list-style-type: none">• Establishing a distinct character for the corridor that results in a sense of place and arrival;• Improving pedestrian connectivity to the City's two historic districts;• Creating a more predictable regulatory environment for future development.
Board – Committee – or Commission Reviewed:	N/A
Fiscal Impact:	N/A
Staff Contact:	Nicole Smith, Economic Development Coordinator nsmith@manassasva.gov (703) 257-8882

MATHIS AVENUE STREETSCAPE STANDARDS

June 2017



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A project of the City of Manassas

Funded by the Metropolitan Washington Council of Governments TLC Technical Assistance Program

Lamont Cobb, TLC Program Manager

With technical assistance from Gensler

Neil Sullivan, AICP, PLA, LEED AP, Urban Designer and Project Manager

Lyn Halabi, LEED GA, Landscape Designer

Future development plans for the Mathis Avenue and Centreville Road corridors are based on the 2002 Comprehensive Plan, a 2006 sector plan and a 2010 ULI study. These documents are aspirational and set out the City's future land use vision for the corridor. The ULI study recognized that some of the aspirations in the sector plan were not achievable in the foreseeable future and attempted to revise expectations based on market realities and the existing land uses in the corridor. However, even the ULI work set a high standard for types of development and does not suggest transitional changes that are more achievable and could progress the area towards reaching the aspirational goals.

In its 2015 Strategic Plan, City Council identified the enhancement of the City's gateway corridors as a top priority. The plan calls for the development of corridor plans with enhanced landscaping, signage, and regulations that support new development and redevelopment, focusing specifically on the Centreville Road (Route 28)/Mathis Avenue corridor. This action reinforced the need to implement components of the 2006 Mathis Avenue sector plan which called for high-density, mixed-use development, enhanced streetscapes and pedestrian/bicycle linkages, and attractive gateways.

To reach the City's goals, a number of actions are proposed. Some of these, such as developing incentives targeted to redevelopment, have begun to be implemented. Others, such as revisiting the work done on the sector plan and comprehensive plan, are planned for the near future. Additional redevelopment tools and strategies are being evaluated.

In 2016, the City sought and was awarded a technical assistance grant from the Metropolitan Washington Council of Governments' Transportation, Land-Use Connections program to implement the Mathis Avenue Sector Plan's vision for an improved transportation network within the Mathis Area. Specifically, the City requested consultant support for the development of a street scape plan and actionable design standards that can be implemented by the City or public and private partners. The following standards build upon the recommendations provided in the original Mathis Avenue Sector Plan and serve as a catalyst for:

- » Establishing a distinct character for the corridor that results in a sense of place and arrival;
- » Improving pedestrian connectivity to the City's two historic districts;
- » Creating a more predictable regulatory environment for future development.

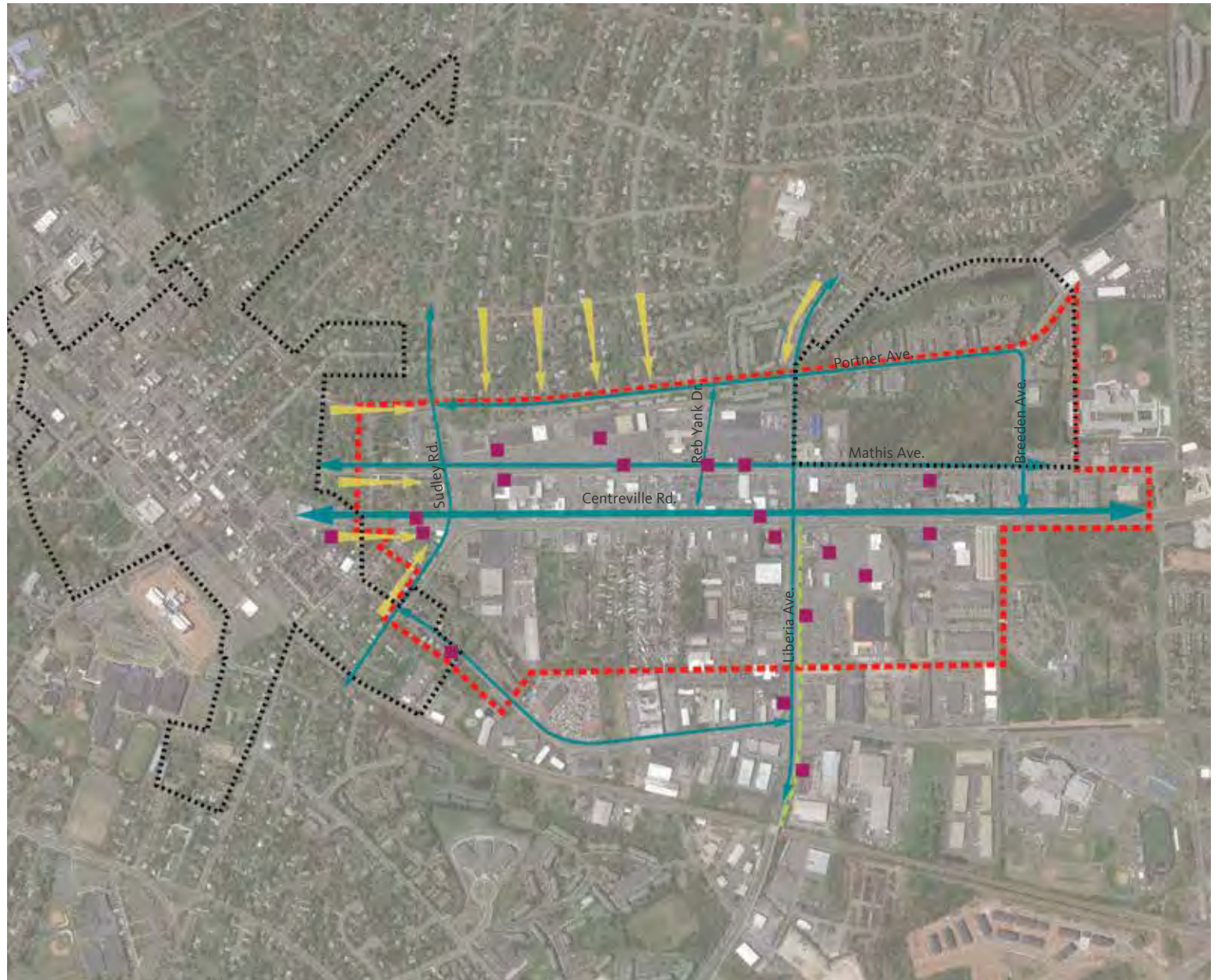
It is envisioned that once adopted; the design standards will be incorporated into: the City's entitlement process including rezoning and special exceptions permits; Design and Construction Standards Manual (DCSM); future capital improvement projects (e.g. Centreville Road); and used as the acceptable standard for the landscape improvement matching-grant program.

While these standards have been developed specifically for the Mathis Avenue corridor, the City intends to use them to guide future gateway/corridor improvements throughout the City.

AREA MAP

LEGEND:

- Historic Districts
- Project Boundary
- Bike Lane
- Pedestrian Access
- Bus Stops
- ↔ Streets



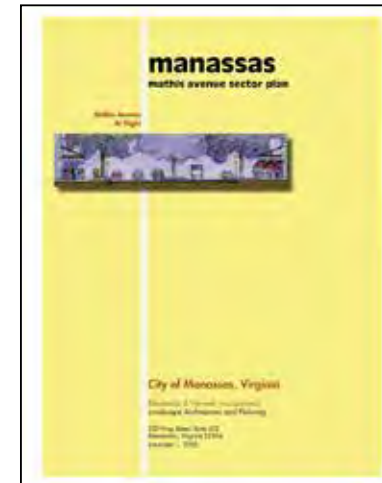
The Centreville Road (Route 28) and Mathis Avenue corridors (hereafter referred to as the “Mathis Area” or “study area”) can be primarily identified as a suburban-style commercial district that serves as an important regional transportation route and gateway to Historic Downtown Manassas. The area is a prototypical example of the low-density, automobile-oriented development of the 1960’s and 1970’s. The area contains 70 acres of commercial strip development, as well as some industrial and residential uses, and is largely characterized by extensive areas of parking with limited landscaping and pedestrian or bicycle connections.

As a major gateway into the City of Manassas (the City), there is a tremendous need for development and enhancement of this corridor. Understanding this, the City began planning for the redevelopment of the Mathis Area beginning with its 2002 Comprehensive Plan. In 2006, the City adopted a sector plan that provided a 20-year development vision for the area. The plan called for high-density, mixed use development, enhanced streetscapes and pedestrian/bicycle linkages, open space, green connections, and attractive gateways.

Limited development activity during the 2009 recession left the plan largely untouched until 2010 when the City sought and was awarded consulting services from the Urban Land Institute (ULI) for providing implementation recommendations for the sector plan. The ULI recommendations reinforced the need to improve the City’s image through enhanced streetscaping and better connectivity in the transition area between the Mathis Area and Historic Downtown.

Since the 2010 ULI study, the City has implemented several policy changes and has supported redevelopment in the transition area as ULI recommended. Nevertheless, the City’s aspirations for the redevelopment of the Mathis Area remain unrealized.

The City of Manassas is now pursuing to implement streetscape improvements in the City’s ROW and supporting private landscaping and façade improvements with a new grant-matching program. The result of these new efforts will be to improve the quality and viability of this important gateway and will hopefully encourage new economic and development activity along the Centreville Road and Mathis Avenue corridors.



The 2006 Sector Plan promotes a mixed-use vision for the study area.



The 2010 ULTI TAP Suggested focusing on streetscape improvements to improve the City’s image.

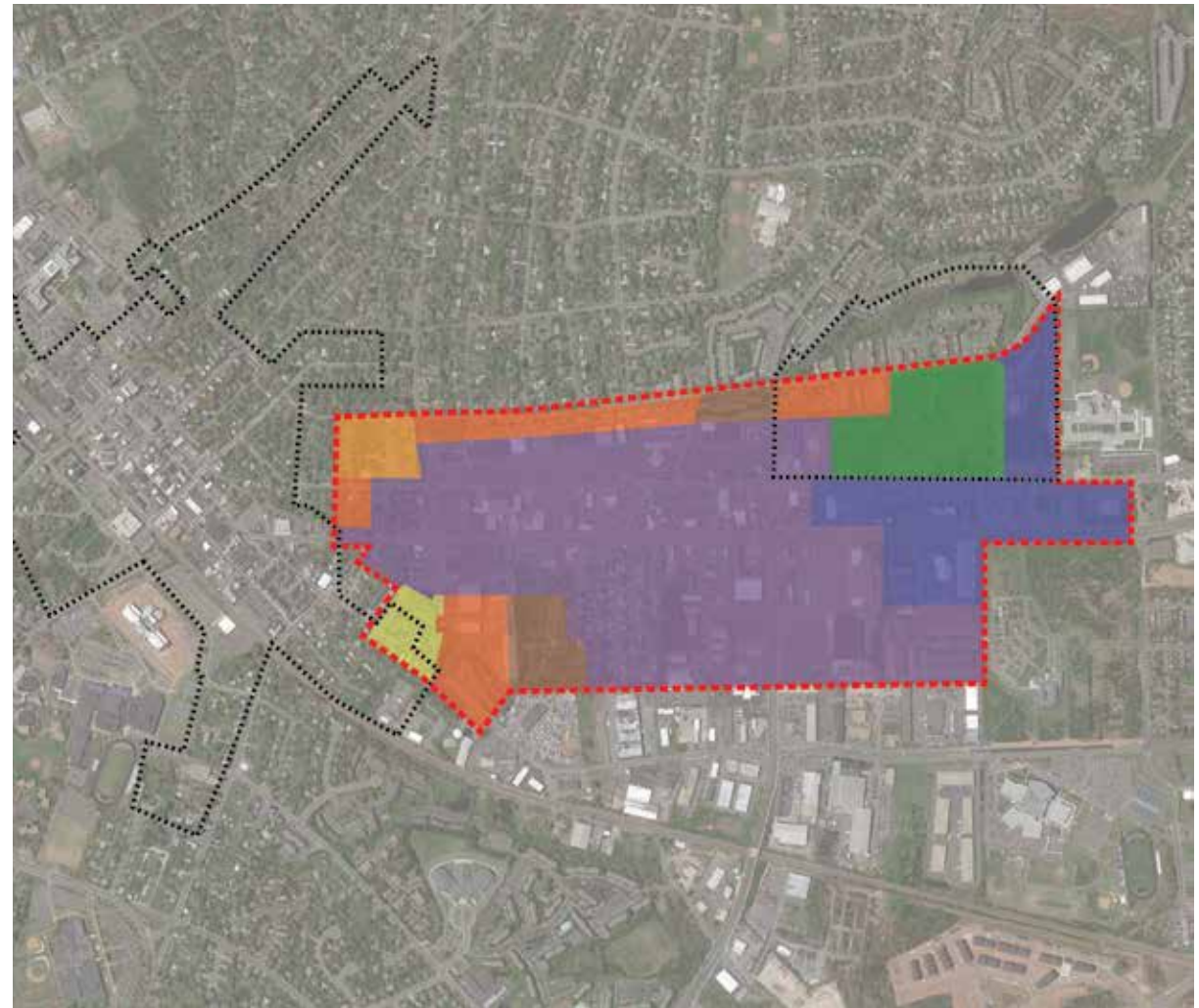
2006 SECTOR PLAN PROPOSED LAND USE

BUILDING ON PREVIOUS WORK

The existing land use in the Study Area is dominated by retail and surface parking. This land area stretches from the northwest side of Mathis Avenue to the southeast side of Centreville Road, all the way from Sudley Road to the northeast edge of the area.

A mix of land uses has been proposed for the Study Area in the 2006 sector plan. In general, the proposed uses gradually transition from existing residential edges, where adjacent compatible new residential uses are proposed, to a higher density mix of office and commercial areas. Please refer to the 2006 sector plan for the definition of the proposed land use categories.

What is important to learn from this sector plan is the vision for the proposed design of the sidewalks in this study area. The mixed-use land area suggests multi-story, mixed-use buildings which replace the existing single-story, single-use pattern of suburban commercial areas along Centreville and Mathis Roads. These buildings will be situated along the street edge, separated by broad, shaded, walkable sidewalks. The bottom floors of these buildings will have retail on the ground floor with office and residential uses on the floors above. It is the intention of the sector plan that people will be encouraged to walk between stores, offices, and residences which will, in turn, help create a more vibrant and lively place for the City of Manassas.



LEGEND:

■■■■ Historic Districts

■■■ Project Boundary

■ Residential Medical Campus

■ Medium Density Residential

■ Mixed Use

■ General Commercial

■ Single Family

■ High Density Residential

■ Open Space

The space between the roadway curb and the building face can incorporate some street furniture designs to improve the pedestrian experience and support increased public life along the streets in the study area. To achieve the goal of creating a safe and pleasant walking experience (leading to a more vibrant place in the study area), these sidewalk standards describe the configuration of the paving, landscaping and street furnishings in the area between the street curb and the build-to line.

SIDEWALK STANDARD

The aim of this document is to guide a new streetscape design for all streets in the study area. This document focuses on the area from the back of the existing street curb to the ROW and adjacent property.

SIDEWALK COMPOSITION

The components of public sidewalks that would support the intended vision of the Mathis Area include the following:

Planting and Furnishing Zone:

This zone is immediately adjacent to the curb and is defined primarily by street trees contained in tree wells or planting strips. It may include furnishings such as lampposts, benches, bike racks, and trash receptacles. Placing trees along the curb achieves two goals: this placement moves trees away from buildings allowing them more space to grow, and it provides a buffer between pedestrians and cars leading to a more comfortable walking experience.

Elements that can be included in this area are special paving or permeable paving (between tree boxes), water recharge areas between tree boxes, trash/recycling receptacles, bike racks, benches, street/pedestrian lighting, and signage/kiosks.

Pedestrian Zone:

This area provides unobstructed passage for pedestrians along a sidewalk.

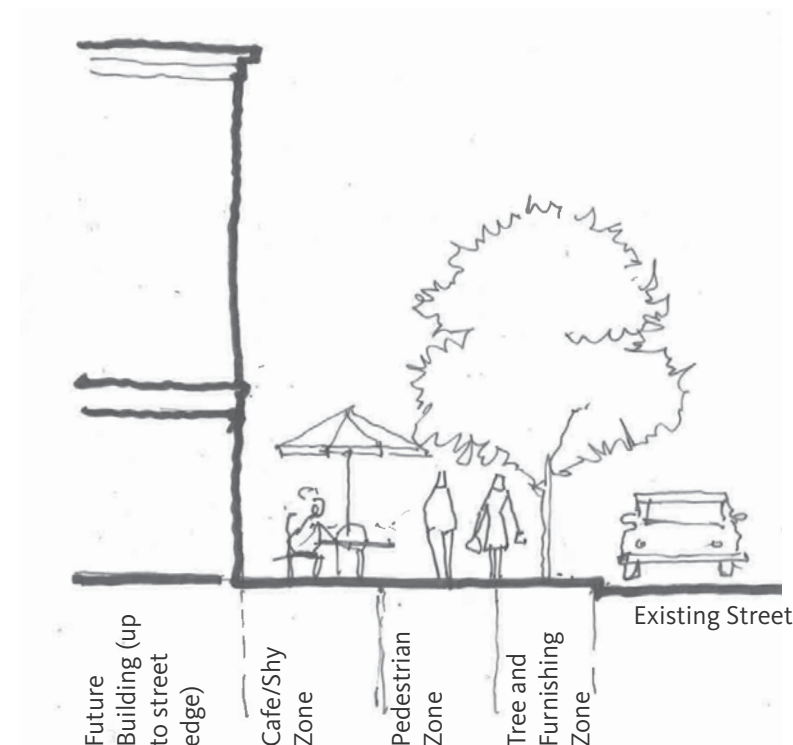
Café/Shy Zone:

This area occurs next to retail frontages. In addition to seating in front of restaurants and cafés, this zone can be permitted for outdoor

retail display and other retail-related activities. In the absence of such uses, the area can be furnished with benches, planters, and other items consistent with a retail environment. Elements that can be included in this area are specialty paving, tables/chairs, planters, benches, and trash/recycling receptacles.

Non-Retail Street Shy Zone:

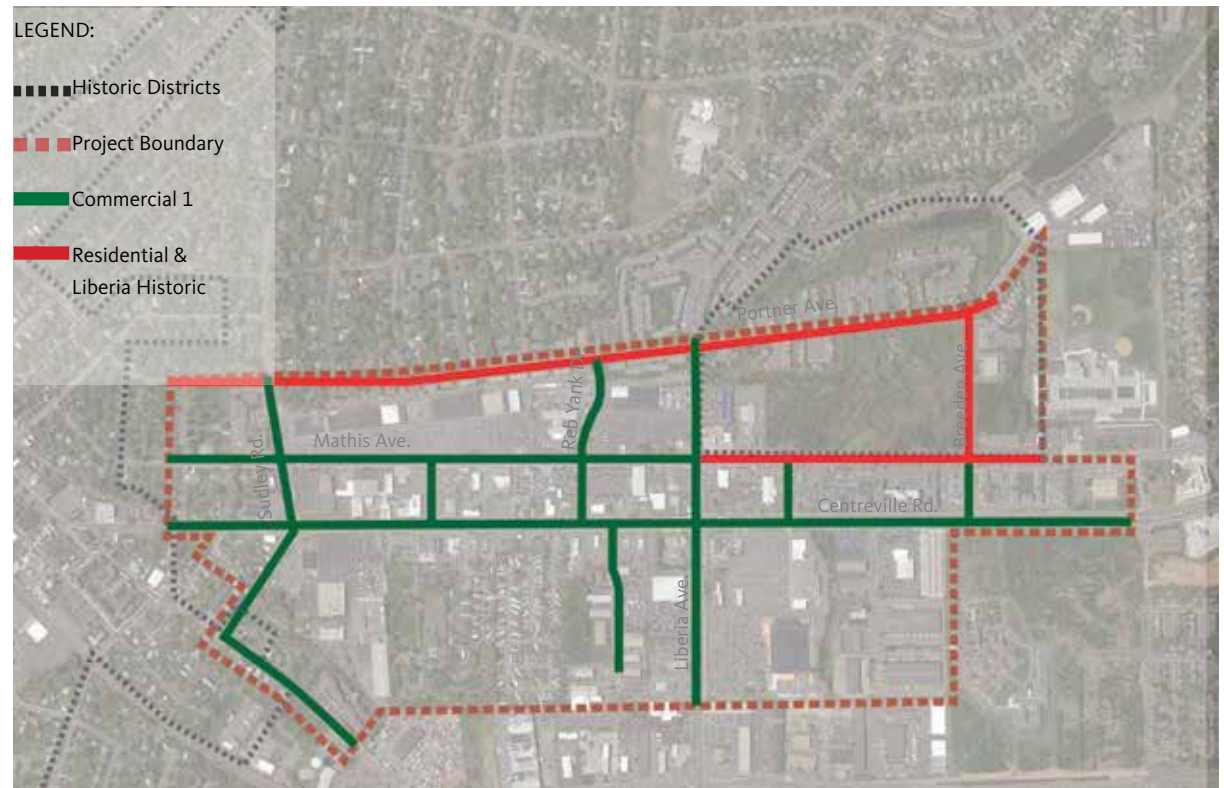
This zone only occurs on non-retail frontages and is intended primarily as a landscape buffer between the building face and the sidewalk. Landscaping elements may include yards, raised planters, and continuous planting beds.



STREETSCAPE TYPES

There are two main street types in the study area. The “Commercial Street” type run adjacent or between commercial properties. These are most notably represented by Mathis Avenue and Centreville Road but also include other streets such as Reb Yank Drive and Liberia Avenue.

The “Residential and Liberia Historic” Street type is comprised of Portner Avenue and the portion of Mathis Avenue that lies alongside the Liberia Historic site.



Mathis Avenue

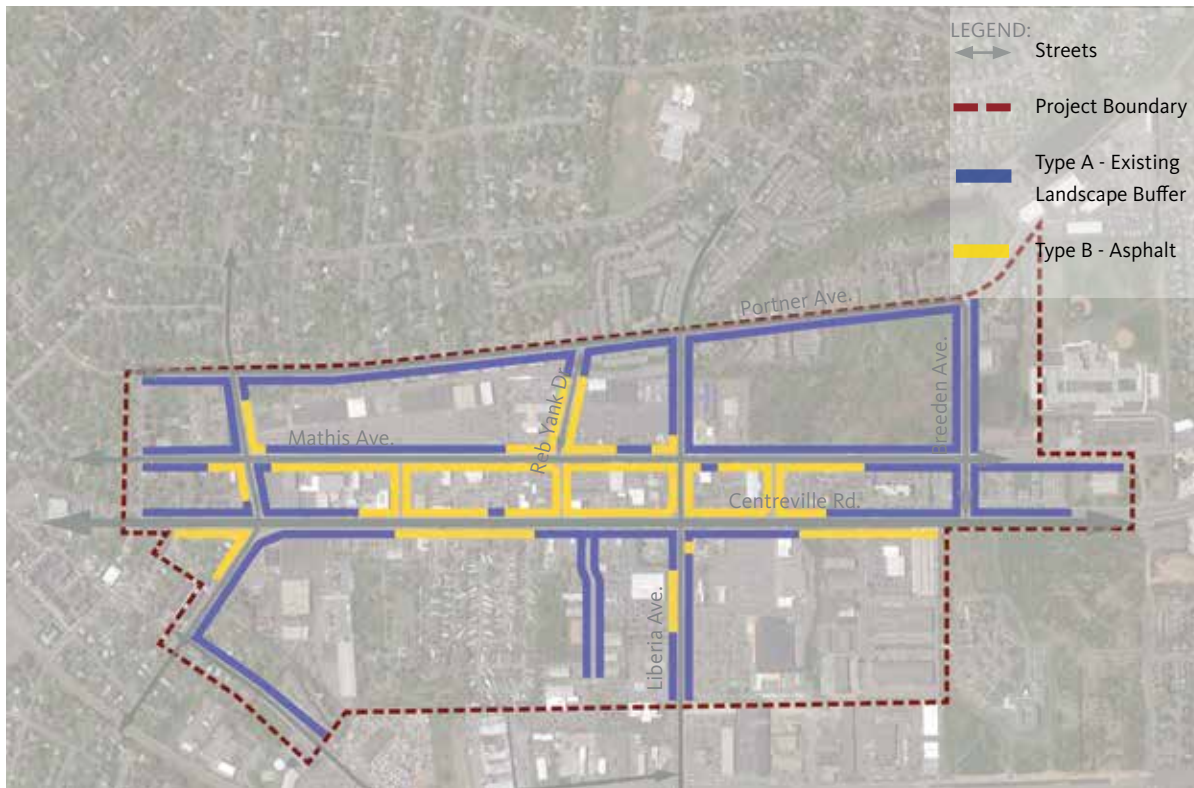


Portner Avenue



Centreville Road

FRONTAGE TYPES



Most of the properties within the Study Area were developed before Manassas adopted its current standards for frontage improvements, including landscaping and sidewalks. Therefore, private properties adjacent to the streets in the Study Area have different frontage characteristics. Some properties are paved with asphalt up to their property edge, while others have a grass or planted landscape buffer that may or may not meet current code. Where landscape buffers exist, they are typically located on private property and maintained by the property owner.

For a few select properties, the City has obtained easements to provide and maintain landscaping. The diagram to the left identifies where the two types of property edges are in the Study Area.



Existing Condition: Existing Buffer along Centreville Road

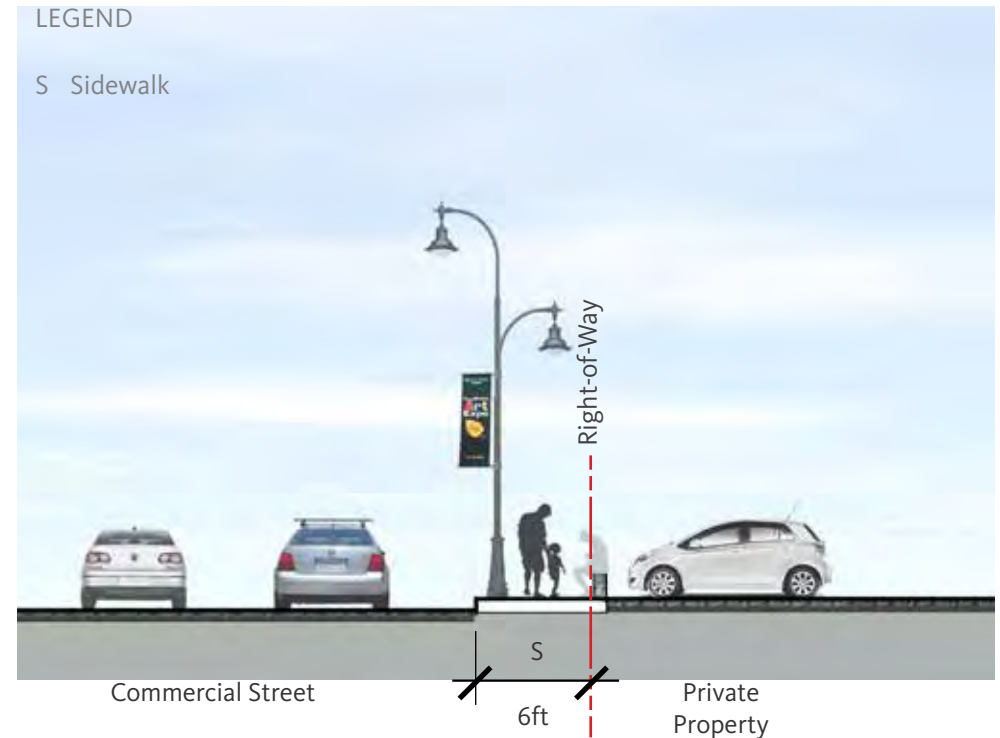


Existing Condition: No buffer along Reb Yank Road

RIGHT-OF-WAY CONSIDERATIONS



Mathis Avenue streetscape improvement vignette



Mathis Avenue streetscape improvement section - working within the existing right-of-way.

WORKING WITH EXISTING RIGHTS-OF-WAY

The right-of-way (ROW) is the land area owned by the City that forms the public street and typically contains road improvements, utilities, sidewalks, amenity zones, landscaping, lighting, and street furniture. Exclusive of redevelopment or property/easement acquisition, it is in this area that streetscape improvements can be implemented.

The ROW width varies substantially within the Study Area, and the current width cannot accommodate the City's ultimate goal of providing street trees, wider sidewalks, and

street furnishings. For example, the Mathis Avenue ROW is only 53' wide, which allows only six feet of space for streetscape improvements on each side. As a result, widening the sidewalks to six feet leaves no space for street trees or landscaping, although other embellishments, such as new lighting, could be added.

Centreville Road's existing ROW width creates an uneven condition on both sides of the street. In some parts of Centreville Road, one side of the street has a nine-foot area for streetscaping while the other side of the ROW only has a

RIGHT-OF-WAY CONSIDERATIONS

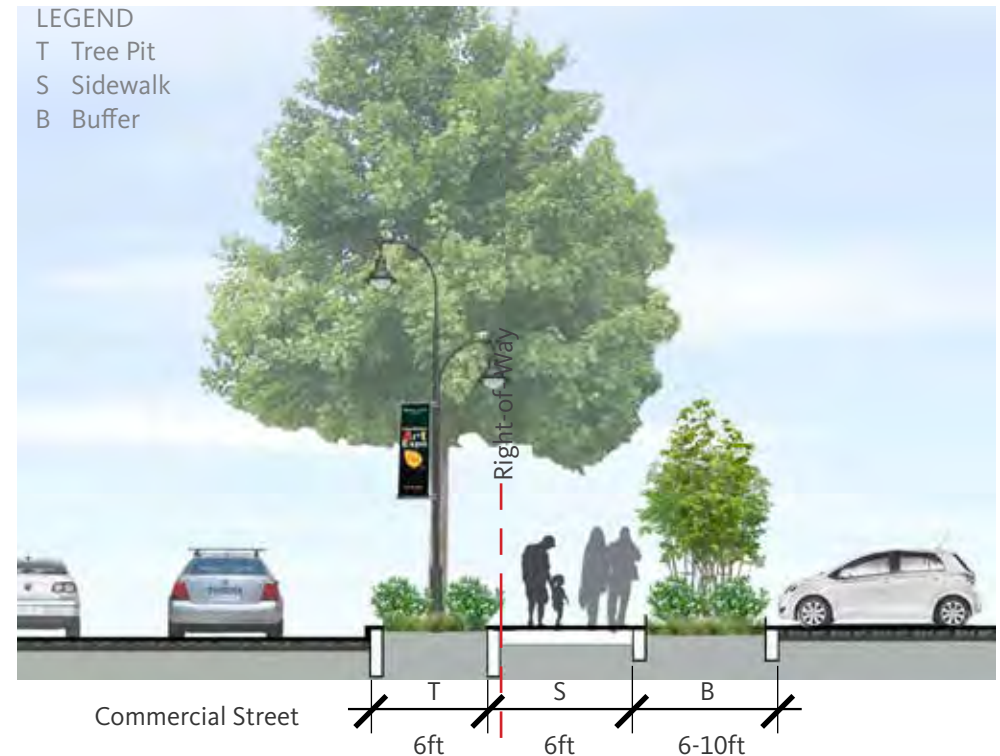


four-foot width within the ROW, which is not sufficient for an effective sidewalk and does not meet the City's minimum 5-foot standard. Similar to the Mathis Avenue condition, it may be possible to add streetlights and banners to embellish the streetscape. The section above shows a condition where a 6' sidewalk straddles the ROW and requires a 4' private property dedication, or a reduction in existing street lane widths to create additional space within the existing ROW.

If the City is interested in creating a streetscape with street trees, wider sidewalks and planted buffers, it will need to consider ways to expand the ROW or work with landowners to implement planted buffer areas.

Centreville Road streetscape improvement section - working within the existing right-of-way.

COMMERCIAL STREETSCAPE



The commercial streets identified in the sector plan are envisioned to be Manassas' "Main Streets" where pedestrians can stroll along a continuous edge of retail. The ideal streetscape provides a continuous row of street trees along the curb approximately 40 feet on-center. Each tree should have a tree well of six feet by eight feet.

The area between the trees should be covered with permeable paving or with concrete pavers to increase the amount of walkable area along the street. Decorative street lights are also

proposed to be centered between the street trees. These lights should be tall enough to provide sufficient lighting for the street with a lower pedestrian-oriented light on the sidewalk side. Seasonal banners can also be added to these light poles to help create a sense of place.

The sectional drawings on this page show a six-foot wide sidewalk. This sidewalk could be typically concrete and will provide a visual contrast to the permeable pavers that lie between the street trees.

The proposed streetscape designs for the commercial street type include alternatives for two frontage types: 1) with wide planted buffers, and 2) with raised planters to help define the edge of asphalt and parking.

The section on page 10 shows the ideal streetscape with street trees and a planted landscape buffer. This buffer is to be between six to 10 feet in width. This section should be used as the streetscape standard for development and redevelopment within the district, and may



buffers exist. Barring this, the City will have to either acquire additional ROW, partner with private landowners to create the buffer on the private properties that lie alongside the new streetscape or reduce existing street lanes widths to create additional space within the existing ROW.

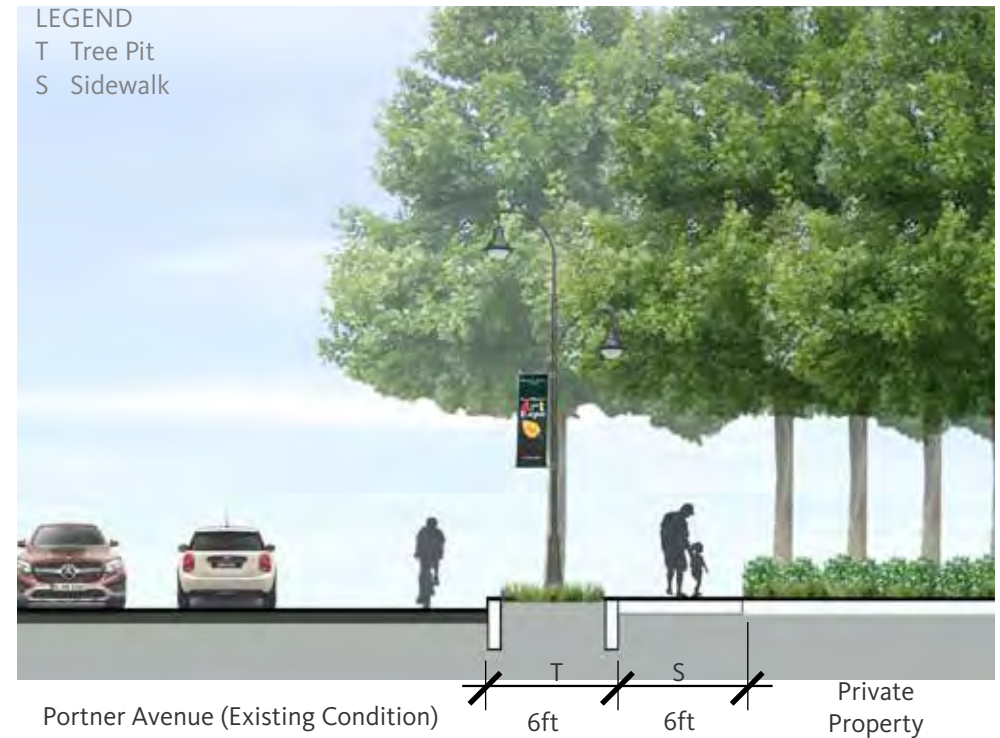
The section on page 11 shows an alternative streetscape, specifically developed for properties that lack landscape buffers and have asphalt to the edge of sidewalk or roadway. This section is considered an intermediate condition

offered as an inexpensive, temporary solution for improving corridor aesthetics before full redevelopment or ROW acquisition. The section separates pedestrians from parking and travel ways using raised, movable planters or seatwalls to act as a buffer. These planters can be planted with shrubs or seasonal flowers and could be ultimately moved and reused as needed. Fiberglass planters are recommended as they are more durable than concrete or metal planters.



Example of a fiberglass raised planter.

RESIDENTIAL/HISTORIC STREETScape



The proposed streetscape for the residential street and historic areas maintains street parking and incorporates street trees and lighting. The street trees are placed along the curb and proposed to be 40 feet on-center with grass between them. The sidewalks lie next to the street trees and are five to six feet in width.

Similar to the commercial streetscape design, streetlights are also proposed to be placed in between the street trees. Additionally, banners and decorative flags can be hung from the lamp poles.

It is assumed that the private property along the street edge will either be lawn or forested areas, so there is no need for additional planted buffers or raised planter boxes.

As an intermediate improvement for the residential/historic streetscape, the City may also consider implementing vegetated bulb-outs and curb extensions at key intersections. These features not only increase aesthetic appeal but can also improve pedestrian safety at intersection crossings and improve stormwater management.

RESIDENTIAL STREETSCAPE ENHANCEMENTS



Example of curb extension at a crosswalk.



Example of a stormwater garden.



Example of curb extension with a stormwater garden.



Example of striped bike lane.

Portner Avenue has on-street parking which can provide room for additional streetscape enhancements that commercial streets (which does not have street parking) cannot provide.

CURB EXTENSIONS

Curb extensions (also called bulb-outs) extend the sidewalk into the parking lane to narrow the roadway and provide additional pedestrian space at key locations; they can be used at corners and at mid-block. Curb extensions enhance pedestrian safety by increasing pedestrian visibility, shortening crossing distances, slowing turning vehicles, and visually narrowing the roadway.

BIKE LANES

Bike lanes create a special zone for bikers and serves as a guide to motorists to reduce potential collisions. Bike lanes exist on Portner Avenue and need to be enhanced, including updated pavement markings and signage.

STORMWATER GARDENS

Gardens placed along the street edge can collect stormwater runoff in neighborhoods and allow water to soak into the ground while soil and plants filter out pollutants. In addition to helping reduce the cost of stormwater management, these gardens provide additional beauty to the neighborhood and are natural habitat for pollinators and birds. When considering these gardens, the City will consider utility locations, existing drainage patterns, soils, tree impacts, and the estimated amount of runoff volume.

MEDIAN/TURN LANE LOCATION

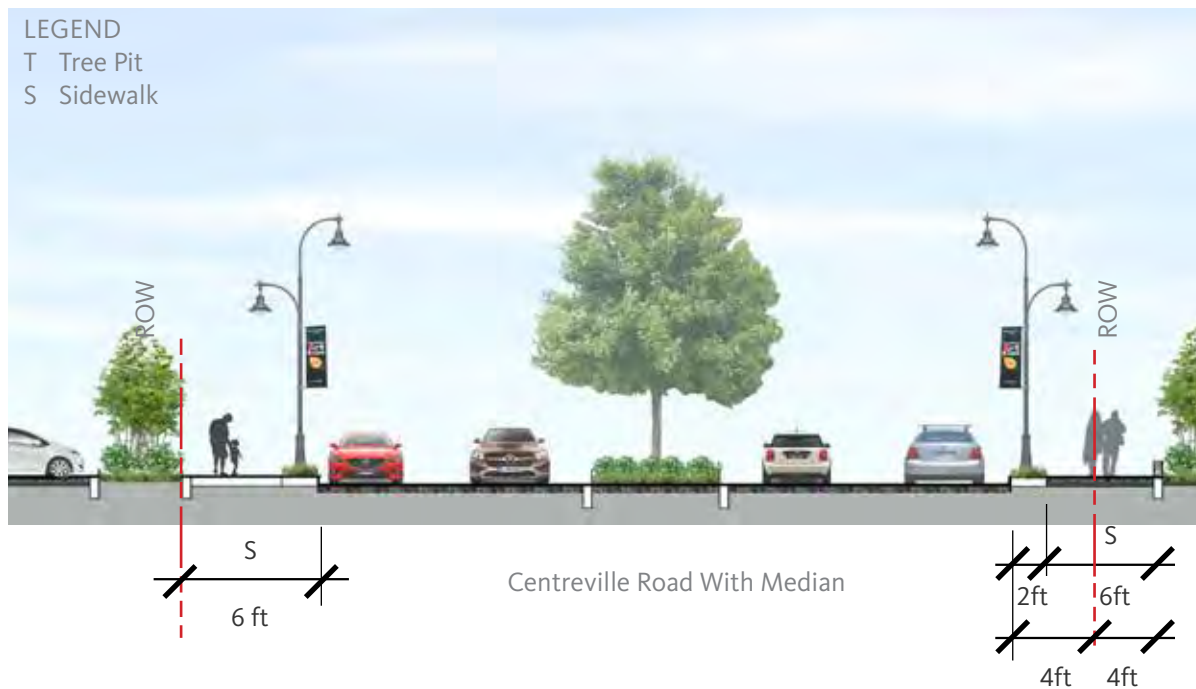
Centreville Road and Mathis Avenue contain a combination of grass and concrete center medians and bi-directional turn lanes without medians. Please refer to the diagram to the right to see the locations of all medians and center turn lanes.

While it is recognized that maintaining access to commercial properties is important, expanding and improving planted medians is necessary to improve the public realm and create a boulevard-like effect within the Study Area. Any potential changes to medians should be coordinated with an access management plan. Medians should be planted with street trees and seasonal plantings to provide color and visual interest to the Study Area. Where possible, pedestrian refuge areas should be incorporated in the center medians to provide a safe area for pedestrians to wait for traffic to clear before crossing on the crosswalk. Refer to the proposed street section for planting suggestions.

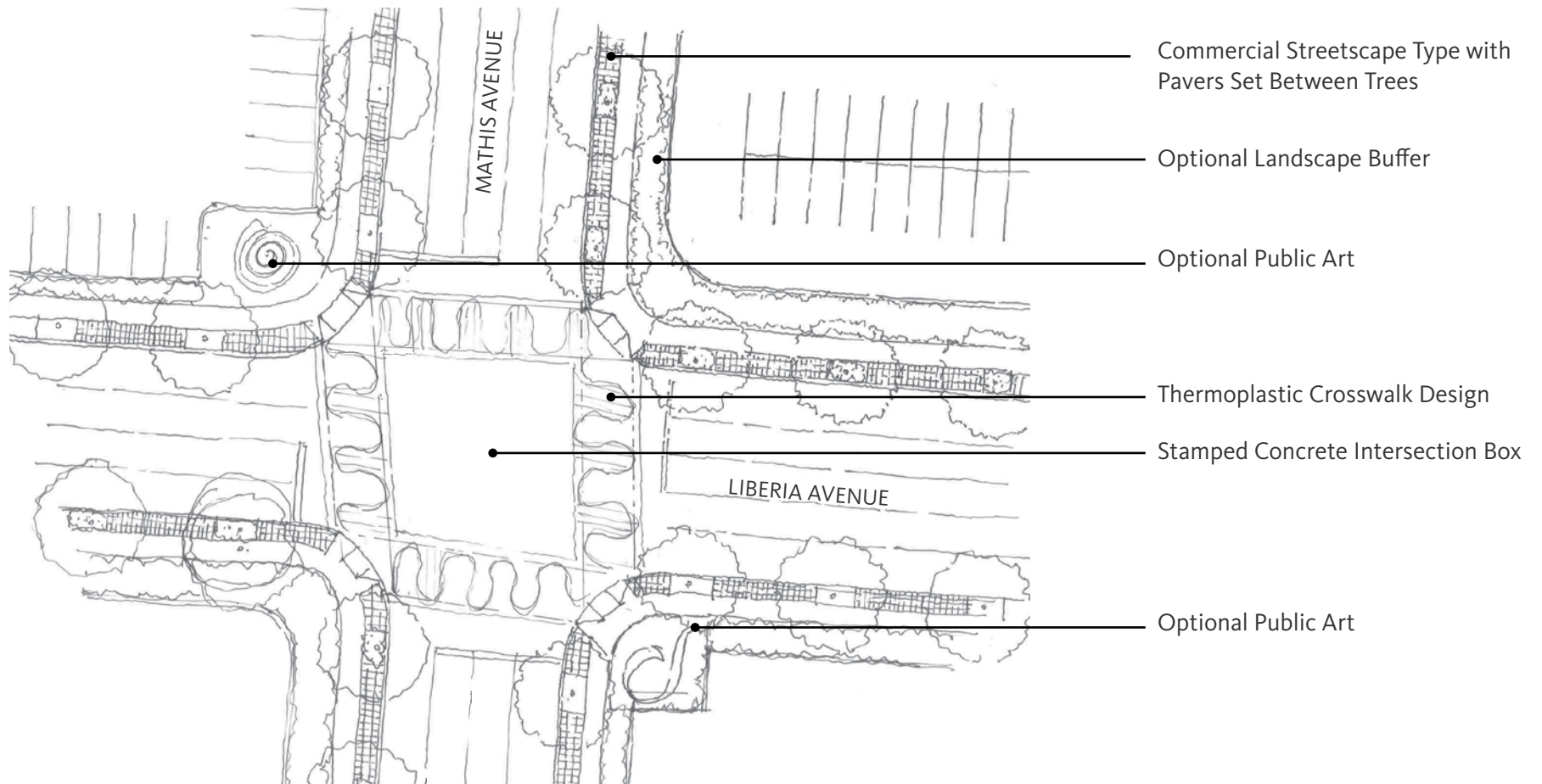
Additional recommendations for median treatment include:

- » Replace concrete medians with stamped concrete or pavers and adding median landscaping where feasible.
- » Provide additional landscaping in existing grassed medians, including ornamental trees, shrubs, and flowering plants.
- » Reduce space reserved for bi-directional turn lanes, replacing them with vegetated medians and left turn lanes at key locations. Where the bi-directional turn lanes must remain due to engineering or other considerations, utilize stamped asphalt to add visual interest.





CROSSWALK DESIGN





Thermoplastic Crosswalks can also be made to look like brick which tie into Historic Manassas' character.



Painted sidewalks can include themes but wear out unevenly.



Stamped concrete can be made to look like stone or brick.



Thermoplastic Crosswalks is versatile and long lasting. Consider using bright colors to alert pedestrians and motorists.

Intersections and crosswalks deserve special attention within the Study Area. Recommendations for crosswalks are listed below. Major gateway intersections, such as the one located at Centreville and Sudley Roads, should be enhanced with special features to mark their importance. The drawing on the facing page (page 16) show treatments such as stamped concrete in the intersection box and public art.

STAMPED ASPHALT

Many jurisdictions are turning to stamped asphalt to create attractive crosswalks. Unlimited colors and patterns are available. Stamped asphalt is a durable choice lasting approximately six years before wear.

THERMOPLASTIC

These types of crosswalks provide the most flexibility and highest performance. Thermoplastic crosswalks can include reflective paint to improve safety and make drivers more aware of pedestrian movements. Unlike paint, the thermoplastic technology has reflective beads throughout so it stays reflective longer as the material wears away over time. It is also less likely to be scraped off by snowplows in winter or fade as fast as paint, lasting seven to 10 years.

PAINTED CROSSWALKS

Painted sidewalks can call special attention to a particular theme. Reflective paint can also be used. However, painted crosswalks tend to wear out unevenly as cars repeatedly cross the crosswalks reducing their effectiveness.

PUBLIC ART EXAMPLES



PUBLIC ART OPPORTUNITIES



There is a new trend in the City of Manassas to incorporate art around the historic downtown with such programs as the Banner Art project, Little Bits or Paint Manassas.

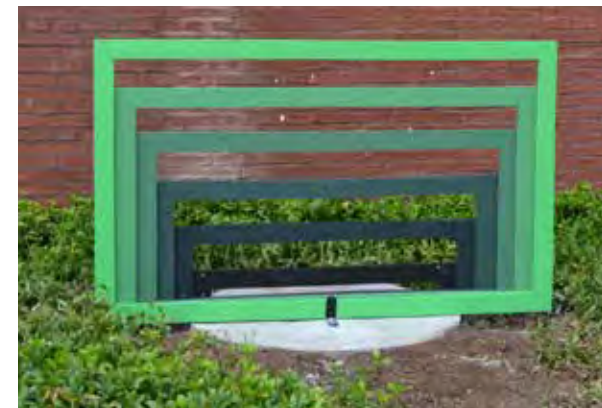
Public art could be an integral part of the design and image of the public realm throughout the Study Area. It can be an effective tool for marking the entry points at key intersections, bus shelters, sidewalks, benches, bike racks, and bollards.



"Lion Amongst Men" by Frank Albert



"Danville" by Hunter Knight



"Cognitive Dissonance" by Harry Mayer

MANAGING STORMWATER

Managing stormwater in the Study Area is an important consideration as municipalities are looking at ways to reduce their expenses. Stormwater best management practices such as Low-Impact Development (LID) and green infrastructure are used to reduce dependence on conventional stormwater systems, thus reducing the cost to cleanse and treat higher volumes of water.

A variety of design standards are used to collect stormwater and can be adjusted as the new stormwater regulations as their associated credit programs are refined.

Before deciding on specific stormwater strategies, soil testing should be completed to ensure proper drainage and performance.

STORMWATER MANAGEMENT STRATEGIES

All stormwater management strategies in the study will comply with applicable codes or standards including City of Manassas. The “Virginia Stormwater Management Handbook” should also be consulted.

To maximize the amount of pervious surface in the study area consider using tree wells and buffer stormwater infiltration areas.

Utilize the green space to limit the peak discharge by incorporating wet or dry detention basins, infiltration basins or trenches, and underground storage facilities.

Infiltration areas are to be used in the Planting and Furnishing Zone only.

Consider the use of green roofs on adjacent buildings to also reduce the volume of stormwater retention.



RECHARGE AREAS:

Stormwater recharge areas along the corridor could be placed in parks and buffers along the sidewalk. They are typically covered with grass or other vegetated material and topographically depressed so that stormwater flows easily into them. They are also constructed of porous backfill to let water pass through and recharge into the ground. In areas that drain poorly, such as clay soils, stormwater recharge areas can be further enhanced with underdrains.



BIOSWALE TREE WELLS:

Open tree pits with curb cuts can be used for stormwater infiltration. It is important to use vegetation and trees species that can withstand wet soil for longer periods of time.



POROUS PAVEMENT:

Porous pavement allows water to percolate into the soils where it falls, reducing the total volume of stormwater. This low impact development (LID) strategy could be used between the tree wells along the curb allowing the tree roots to get more water, air, and nutrients.

Note that permeable pavements need to meet the current regulations of the Americans with Disabilities Act.



SOIL CELLS:

Soil cells are designed to serve as a bioretention swale under the sidewalk and give street trees more space for their roots to thrive. These plastic components provide structure and support to sidewalks above prohibiting soil compaction. These structures are also filled with an engineered soil mix to slow, clean and store water from average rainfall events on-site.

STREET TREE RECOMMENDATIONS

TREE STANDARDS

Planting Requirements:

Throughout the study area, diverse tree species should be planted to create visual interest and avoid the devastating effects of drought or disease. It is recommended that no single tree family should exceed 30 percent, no single tree species should exceed 20 percent, and no single tree variety should exceed 10 percent.

The diversity of species will undoubtedly be apparent along the corridor. However, to enforce visual consistency, it is recommended that the same tree species, or trees with similar forms, are planted per block, as represented in the “Tree Planting Pattern” diagram to the right.

All tree selections need to be approved by the City Arborist and the Design and Construction Standards Manual (DCSM).

Tree Size:

It is recommended that trees with a 4 1/2-inch caliper or greater (per the DCSM) are planted along the streets in the study area per. Street trees are generally large trees that have a canopy spread of 40 feet. These trees should be planted 2.5 feet to 3 feet from street curbs. When choosing sidewalk and side median trees, consider the form of the tree so that pruning can be minimal.

Tree Form:

Taking into consideration the shape of the tree at maturity is crucial. It is recommended that trees planted along sidewalks have a 7-foot clearance from the ground to the lower

branches, while trees for vehicular areas have 14-foot clearance. If trees with a broader form or lower branching are chosen, frequent and radical pruning could be required.

Soil Compaction:

The majority of trees that are planted in the study area are between sidewalks and roadways which restrict root growth with compacted soils. In these urban planting conditions, soils provide fewer nutrients to the tree, drain poorly, and tend to be more acidic. Tree species should be chosen that can handle these conditions. Please refer to the following page to see how soil compaction can be avoided.

TREE TYPES

Pine and Fir Trees

It is not recommended that evergreen trees be planted within the ROW because they could block sightlines and drivers' views of pedestrians. Pine and fir trees can be used in other locations so long as they are planted at a minimum distance of 10 feet from the ROW.

Accent Trees

Accent trees are to be used in areas throughout the corridor, such as plazas, pocket parks, and entry courts, but not along the street curb. These trees are meant to provide diversity throughout the corridor with seasonal interest and height variation. Typically, they can be planted in tight spaces due to their shorter heights, smaller canopies and narrower trunk sizes compared to sidewalk and side median trees.



Columnar:
Suggested for narrow sites. Shade produced can be limited due to lack of wide crown.



Round, Spreading:
Produces ample shade. Generally requires pruning on lower branches.



Oval:
Preferred for street tree. Requires minimal pruning. Produces generous shade.



Vase:
Preferred for street tree. Requires minimal pruning.



Pyramidal:
Generally requires pruning on lower branches.



PLANTED TREE WELLS:

A planted tree garden discourages people from compacting the soil by walking on top of the open tree well. Also, a well-maintained tree garden will enliven the public right of way in the study area.

Choose plants that require little watering. Use small plants and bulbs, as large plants require large planting holes which damage tree roots. Also, plants with large root systems compete with the tree for water and nutrients. Do not add more soil to your tree well. Raising the soil level will harm the tree.



TREE GUARDS:

Tree guards protect the tree well from soil compaction by closing off the tree area from pedestrians. Guards can come in many materials: decorative guards in metal (the traditional material), and in concrete and brick. The latter are not tree (trunk) guards per se, but they do hinder access to tree wells (pits, parkways, bed space).

Some tree guards can be designed to serve multiple purposes such as benches and bicycle racks.



TREE GRATES:

Tree grates are used to cover the tree well to protect the tree from soil compaction while providing a flat, walkable surface that is flush with the sidewalk for pedestrians.

There is some maintenance with tree grates. As a tree trunk expands, it can grow into the metal bars of the grate, so periodic cutting of the grate is needed.

VEGETATION



Little Princess Spirea



Ginkgo



Yoshino Cherry



Japanese Pagoda



Weeping English Yew



Green Vase Zelkova

TREES

BOTANICAL NAME	COMMON NAME	SIZE
<i>Ginkgo biloba</i>	Ginkgo (Male tree only)	3" Cal.
<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Skyline'	Skyline Honey Locust	3" Cal.
<i>Magnolia virginiana</i>	Sweet Bay Magnolia	2" Cal.
<i>Ostrya virginiana</i>	Ironwood	3" Cal.
<i>Prunus x yedoensis</i>	Yoshino Cherry	2" Cal.
<i>Sophora japonica</i>	Japanese Pagoda	2" Cal.
<i>Zylkova serrata</i> 'Green Vase'	Green Vase Zelkova	3" Cal.



Ironwood



Gleditsia triacanthos, thornless Honey Locust

SHRUBS

BOTANICAL NAME	COMMON NAME	SIZE
<i>Cephalotaxcus harringtonia</i>	Japanese plumyew	3 or 5 Gallon
<i>Ilex crenata</i>	Japanese Holly	3 or 5 Gallon
<i>Ilex glabra</i>	Inkberry	3 or 5 Gallon
<i>Spiraea japonica</i> 'Little Princess'	Little Princess Spirea	3 or 5 Gallon
<i>Taxus baccata</i> 'Repandens'	Weeping English Yew	3 or 5 Gallon



Inkberry



Japanese Holly



Sweet Bay Magnolia

Seasonal Flowers: to be chosen by City of Manassas.

STREET FURNITURE OPTION: TRADITIONAL FURNITURE FAMILY

Streetscape furniture can reinforce the street character as well as provide needed amenities for people visiting the commercial corridor.

Streetscape elements can include:

- » Lighting,
- » Benches and seating,
- » Bollards,
- » Tree grates and tree guards,
- » Street poles for traffic signs,
- » Traffic signal structures,
- » Sidewalk barriers to organize outdoor cafes and newspaper boxes, and
- » Bike racks.

Street furniture specified on this page may be substituted with the equivalent manufactures of the same quality. When not specified in this document refer to the DCSM for specific furniture specification. For street and pedestrian lighting, please coordinate with City Utility Department.



Perenne Series Freesia Backed Flat Arm Steel, Horizontal Steel Slat Seating | Manufacturer: Victor Stanley | Model: FRE-20



Perenne Series Freesia Backless Flat Arm Steel, Horizontal Steel Slat Seating | Manufacturer: Victor Stanley | Model: FRE-23



Bicycle Parking Rack | Manufacturer: Mad Rax | Model: 'UX' Rack (with Lean Bar)



Bicycle Parking Rack End Cap | Manufacturer: Mad Rax | Model: U-24 with City Logo



Trash Receptacle | Manufacturer: Victor Stanley | Model: RB-36

IMPLEMENTATION

To achieve the goals of the Sector Plan and the vision for the Mathis Avenue Streetscape Standards, the City will need to take a multi-faceted approach to implementation. This approach should include incentives for streetscaping through local grant programs, incorporating the standards as part of land use entitlement review, and investing in the corridor through maintenance and capital projects.

LANDSCAPE AND FAÇADE GRANTS

Manassas offers local façade and landscape improvement grant programs to encourage private investment in building and landscape enhancements along major thoroughfares and at gateway entrances to the City of Manassas. This program could be used to implement the Mathis Avenue Streetscape standards by actively marketing the program to targeted properties and prioritizing projects within the Mathis Avenue Revitalization District that advance the standards set here.

DEVELOPMENT APPLICATIONS

Land use and development applications offer another opportunity to implement these streetscape standards. When an applicant applies for a site plan, special use permit, or rezoning, projects should be evaluated against these standards and should provide streetscape improvements and/or ROW dedication as

appropriate for the scale and impact of the project. To prevent streetscape features from being duplicated during redevelopment, staff should coordinate with property owners to have them install appropriate elements of the streetscape plan in place of the City's standard buffer planting requirements. Efforts to identify curb cuts that can be eliminated should also occur during development application review. The streetscape standards will be incorporated as an amendment to the City's Design and Construction Standards Manual.

MAINTENANCE & CAPITAL PROJECTS

Maintenance and capital projects will be needed to achieve the ideal streetscape vision outlined in this report. Where existing landscaping easements and center medians exist, the City should consider allocating maintenance improvement funding for additional landscaping, including deciduous and ornamental trees, shrubs, and particularly at key intersections and gateways. Ultimately, capital projects may be needed to implement the standards and could include property acquisition, intersection and travelway improvements, sidewalks, and landscaping.

CONSULTING PLANNER

Gensler

2020 K Street, NW
Washington, DC 20006
202.721.5200

Neil Sullivan, Client Contact



City of Manassas
Manassas City Council
Economic/Community Development & Land Use Committee
9027 Center Street
Manassas, VA 20110

Meeting Date:	July 6, 2017
Time Estimate:	30 Minutes
Agenda Title:	Consideration of a resolution authorizing a closed session on subjects in accordance with the amended Freedom of Information Act and certification after the closed session has occurred.
Recommendation:	For Discussion Only
Motion:	See Attached
Date Last Considered by City Council:	N/A
Summary and/or Comments:	Consideration of a resolution authorizing a closed meeting on subjects in accordance with the amended Freedom of Information Act. Sec. 2.2-3711 A (3) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, since discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City and (5) concerning a prospective business or industry or the expansion of an existing business or industry, since no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the City.
Board – Committee – or Commission Reviewed:	N/A
Fiscal Impact:	N/A
Staff Contact:	Patrick J. Small, Economic Development Director psmall@manassasva.gov (703) 257-8881

MOTION FOR CONVENING CLOSED MEETING

(requires recorded roll call vote)

I move that the Land Use Committee of the City Council convene in closed session to discuss the acquisition of real property for a public purpose, or of the disposition of publicly held real property, since discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City, and concerning a prospective business or businesses since no previous announcement has been made of the business' interest in locating or expanding in the City as permitted by Virginia Code 2.2-3711 Paragraph A (3) and (5) for which the Virginia Freedom of Information Act permits discussion in closed session.

Roll Call	
Chairperson Lovejoy	
Councilmember Bass	
Councilmember Wolfe	
Vice Mayor Aveni (alternate)	

CERTIFICATION MOTION AFTER RECONVENING IN PUBLIC SESSION

(requires recorded roll call vote)

I move that the Land Use Committee of the City Council certify that, in the closed session just concluded, nothing was discussed except the matter (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information act cited in the motion.

Roll Call	
Chairperson Lovejoy	
Councilmember Bass	
Councilmember Wolfe	
Vice Mayor Aveni (alternate)	

Applicable Economic Development Sections for Closed Session

Virginia Code § 2.2-3711 Paragraph A.:

- ☐ 3. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, since discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City;
 - ☐ 5. Discussion concerning a prospective business or industry or the expansion of an existing business or industry, since no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the City;
 - ☐ 6. The investing of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected.
 - ☐ 7. [part 1] Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, since such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body;
 - ☐ 7. [part 2] consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.
 - ☐ 13. Discussion of strategy with respect to the negotiation of a siting agreement or to consider the terms, conditions, and provisions of a siting agreement, it being the finding of the City Council that an open meeting would have an adverse effect upon the negotiating position of the City or the establishment of the terms, conditions and provisions of the siting agreement, or both.
-