

**AMENDED PROFFERS
NORTH ROCK PLANNED UNIT DEVELOPMENT**

REZONING: ZMA 2021-01 (Formerly ZMA 1998-02)

PROPERTY: Approximately 11.6762 acres
GPIN 6984-38-9605-000 (the "Property")

RECORD OWNER
AND APPLICANT: Northrock Center LLC

ORIGINAL PROFFERS: August 10, 1999
REVISED: January 28, 2022
September 23, 2022

Pursuant to the provisions of §15.2-2297, et seq., of the Code of Virginia 1950, as amended, and the provisions of §11-3.9.17, et seq. of the 2006 Zoning Ordinance for the Town of Warrenton, Virginia, Northrock Center LLC ("the Applicant"), as owner of certain property described as Parcel A, Northrock Shopping Center ("Northrock Shopping Center"), and more specifically identified in the application for rezoning submitted herewith, does hereby submit these Amended Proffers (this "Amended Proffer Statement") to the Proffer Statement dated August 10, 1999 (the "Original Proffer Statement"), and proffers that the development of Northrock Shopping Center shall be in strict accordance with the conditions set forth in this Amended Proffer Statement, unless a further amendment hereto is mutually agreed upon by the Town Council and the undersigned or its successors or assigns.

Northrock Shopping Center (as part of the larger Property that is governed by the Original Proffer Statement) remains subject to the Original Proffer Statement to the extent the proffered conditions in the Original Proffer Statement are applicable to Northrock Shopping Center, and this Amended Proffer Statement is solely for the purpose of amending those proffered conditions in the Original Proffer Statement that require amendment for the purposes of amending the original Master Plan (as hereinafter defined) to the extent necessary for the construction of an automotive fuel dispensing facility on a portion of Northrock Shopping Center pursuant to a special use permit therefor.

This Amended Proffer Statement does not substantively amend any provision of the Original Proffer Statement applicable to the portion of the Property that is subject to residential uses as originally rezoned. The Applicant has no obligation for the administration of proffers that have been satisfied regarding the portion of the Property that is outside of Northrock Shopping Center and is subject to the Original Proffer Statement, which is owned by other owners with no affiliation to the Applicant. For avoidance of doubt, the following sections of this Amended Proffer Statement shall impose no additional obligation on the Applicant or Northrock Shopping Center with respect to the Applicant's application for the special use permit for the automotive fuel

dispensing facility and/or the application for amendment of the PUD rezoning of Northrock Shopping Center: Paragraphs 2, 3, 5, 6, 7, 8, 9 and 12.

This Amended Proffer Statement is specifically conditioned upon the Town Council of the Town of Warrenton, Virginia, approving the application for amendment of the PUD rezoning of the Property heretofore granted, and approving an application for a special use permit for an automotive fuel dispensing facility. In the event such applications are not approved in substantially the form in which they have been submitted including this Amended Proffer Statement, then this Amended Proffer Statement shall be deemed withdrawn, and of no effect whatsoever, and the previously approved Proffers associated with ZMA 1998-02 shall continue in effect.

This Amended Proffer Statement shall be binding on the Applicant, and its agents, assigns, and successors in interest to the extent referenced above.

1. Proffered Master Development Plan. The Applicant proffers that the development of Northrock Shopping Center shall be in substantial conformance with:

- 1.1 The Master Plan for North Rock Planned Unit Development, prepared by Frederick Ward Associates, Inc., dated November 10, 1998, and revised June 1999, and the Landscape Plan, pages PS-1 and PS-2 (as amended, the "Master Plan"), as and to the extent the same is applicable to Northrock Shopping Center, and

- 1.2 The Zoning Map Amendment for Harris Teeter Service Station prepared by Kimley-Horn, and dated September 2, 2021, consisting of four sheets which is attached hereto and incorporated herein by reference ("Amended Master Plan"), which Amended Master Plan shall be applicable only to Northrock Shopping Center. Upon the submission of final site and building plans, the Applicant may make adjustments to the building footprints, parking lots, travel lanes, lot lines and other engineering details, which are necessary to design and locate the structures permitted by the zoning of Northrock Shopping Center and shown on the Master Plan, provided that any final plans demonstrate the required conformance with that Master Plan. In the event that there is any conflict between the Master Plan and this Amended Proffer Statement, this Amended Proffer Statement shall control.

- 1.3 Notwithstanding any zoning requirement to the contrary, signage for the automotive fuel dispensing facility shall be permitted as one of the following options at the Applicant's election:

- 1.3.1 Monument signage may be constructed along the shopping center entrance road off Fletcher Drive adjacent to the automotive fuel dispensing facility. Any such monument signs shall not exceed 8 feet in height or 45 square feet; or, alternatively,

- 1.3.2 Canopy signage may be employed that does not exceed 6 total canopy signs and a cumulative maximum square footage of 140 square feet. Said canopy signs may incorporate electronic message centers.

2. Residential Density.

2.1 Except as otherwise authorized in this Amended Proffer Statement, the residential density which may be constructed on the Property shall not exceed 81 total single family attached or detached residential units, to consist of 29 single family detached dwellings, and 52 single family attached dwelling development, in the locations generally shown on the Master Plan. One of such permitted residential units shall consist of the existing North Rock residence to be accessed by roads within the development. A second residential parcel shall, to the extent permitted by law, be an outparcel with separate access to North Rock Drive. No road connection shall be made between North Rock Drive and other roads in the project.

2.2 The predecessor in interest to the Applicant (the "Original Applicant") has applied for a special use permit for the construction of an assisted living facility consisting of not more than 92 units in the location depicted on the Master Plan. If the special use permit for assisted living is not approved, or if the Original Applicant determines, in the exercise of its reasonable judgment, that assisted living facilities cannot be made economically or practically feasible on the site, then the Original Applicant shall be permitted to construct sixteen single family attached units in the location shown on the Master Plan for assisted living, in addition to those single family attached units otherwise permitted hereunder.

3. Creation of Property Owners' Association.

The Original Applicant shall create a single Property Owners' Association consisting of all owners of residential property within the project, not to include the owners or residents of any assisted living facility which may be constructed hereunder. Such Association shall be created not later than the issuance of the first occupancy permit for residential uses. Among its other responsibilities, such Association shall be responsible for the maintenance of all private streets within the Property.

4. Limitations on Commercial Development.

4.1 The Applicant shall construct not more than 107,000 square feet of those commercial uses authorized for commercial components of a PUD pursuant to the Zoning Ordinance, and any special use permit for commercial uses which may be approved in accordance with that Ordinance. Commercial uses shall be constructed in the general locations shown on the Master Plan and the Amended Master Plan.

4.2 In the event that a special use permit is issued for the construction of a retail structure in excess of 50,000 square feet, but less than 60,000 square feet, and any use is hereafter proposed for such structure which is a use other than those commercial uses applied for and analyzed with regard to such structure in the Traffic Impact Analysis prepared in connections

herewith, and if it is determined by the Planning Director that such other uses would generate an estimated number of vehicle trips per day greater than the uses analyzed, then before any building permit may be issued for new construction, or before any occupancy permit may be issued for an existing structure, for such other use or uses, then the Applicant shall conduct a revised traffic impact analysis to determine what mitigation measures, if any, are required to maintain required levels of service at those intersections and on those roadways analyzed in the aforesaid Traffic Impact Analysis. The estimated trip generation from any such other use shall be determined by reference to the Trip Generation Manual published by the Institute of Transportation Engineers, 11th Edition, employed in the preparation of the traffic Impact Analysis.

5. **Open space.** Approximately 29.3% of the site shall be retained in common open space to be under the ownership, control and maintenance of the Property Owners' Association, in such locations as are generally shown on the Master Plan. In no event shall the amount of open space be less than required by the PUD Ordinance applicable at the time of site plan approval.

6. **Preservation of the North Rock Residence.** Notwithstanding any other provision of these proffers, the existing North Rock residence shall be preserved, but may be redeveloped as a duplex residential unit or two-family condominium unit. Nothing contained herein shall be deemed to preclude exterior renovations and repairs to the residence.

7. **Phasing.** Notwithstanding any other provision of this Amended Proffer Statement, and pursuant to the authority retained by the Town Council in §14-2.1 of the Warrenton Zoning Ordinance, building permits for not less than 20% of the permitted single family attached and detached residential units shall have been issued within five years of the date of approval of this application and the acceptance of these proffers. In the event that such residential permits have not been so issued, the Original Applicant shall pay to the Town Council for inclusion in its general fund the sum of \$50,000 annually, on the fifth through the tenth anniversaries of the date of the approval of the Master Plan, until such residential units have been so permitted.

8. **Transportation.**

8.1 **Traffic signalization.**

8.1.1 Immediately following the approval of the rezoning of the Property, the Original Applicant agrees to be responsible for the cost of all design and materials, and to install or cause to be installed, an approved traffic signal at the intersection of Fletcher Drive Extended and Lee highway. The design and cost of such traffic signal shall accommodate the improvements to that intersection herein proffered. The installation of such traffic signal shall be complete before any certificate of occupancy for commercial uses may be issued.

8.1.2 The Original Applicant shall be responsible for the connection of the control boxes for the traffic signals which are existing or are to be constructed at Fletcher Drive Extended/Lee Highway, Winchester Street/Lee Highway, and Blackwell/Lee Highway.

8.1.3 The Original Applicant shall re-phase and re-time signal operations at the Route 29/Blackwell Road and Route 29/Winchester intersections to accommodate a 120 second cycle length, in accordance with the approved Traffic Impact Analysis.

8.1.4 The Original Applicant shall re-phase and re-time the existing traffic control device within a 120 second cycle length, in accordance with the approved Traffic Impact Analysis.

8.2 Specific Improvements.

8.2.1 In General.

The design of internal roads and their connections to existing public roads, shall be generally as shown on the Master Plan and shall be designed to accommodate the anticipated traffic flows demonstrated by the Original Applicant's Traffic Impact Analysis dated May 19, 1999. Final design of all roads shall be accomplished at the time of site plan preparation for such improvements as their timing may be otherwise required hereby.

8.2.2 Fletcher Drive Extended.

8.2.2.1 The Original Applicant shall construct Fletcher Drive Extended in the location generally shown on the Master Plan, and as more specifically set forth herein.

8.2.2.2 Fletcher Drive Extended from its "T" intersection with North Hill Drive north to its the primary internal commercial entrance shall be constructed as a two lane road with raised median, as generally shown on the Master Plan.

8.2.2.3 Fletcher Drive Extended northbound from its internal primary commercial entrance to Lee Highway shall be constructed as a three lane egress, to consist of a northbound dedicated left turn lane, a center through lane with shared left turn capability, and a dedicated right turn lane operating as an "overlap." Fletcher Drive Extended southbound (ingress) lanes shall consist of a southbound through/left shared lane with a dedicated right turn lane into the commercial component.

8.2.2.4 The Original Applicant shall construct a single, standard length dedicated eastbound right turn lane into the Property on Lee Highway, at its intersection with Fletcher Drive Extended.

8.2.4 U.S. Route 29, Lee Highway.

8.2.4.1 The Original Applicant shall lengthen the existing westbound left turn lane on Lee Highway into Fletcher Drive Extended to a 275 foot storage length, at the time of site plan approval for the commercial component.

8.2.4.2 The Original Applicant shall, upon request of the Town, dedicate such right-of-way as may be necessary across the frontage of its property sufficient for

the construction by others of a third eastbound lane on Lee Highway and any necessary relocation of the deceleration lane otherwise proffered herein, and shall, upon request of the Town, grant such landscaping or structures shall be placed in the area reserved for such dedication.

8.2.4.3 The Original Applicant shall grade the area to be reserved in such a manner as reasonably to accommodate the relocation of the eastbound right turn lane into the reserved area when the aforesaid third eastbound lane is constructed.

8.3 Right of Way Dedication for Branch Drive. The Original Applicant shall dedicate not more than sixty feet of on site right-of-way along the western boundary of the Property, in the general location shown on the Master Plan, for the future construction of Branch Drive by others. Such dedication shall be made prior to the approval of the first building permits for any commercial construction on the site. The Original Applicant shall further reserve right-of-way from the commercial component of its Property sufficient to permit a future connection to Branch Drive once constructed from Route 29 to a mutually agreeable access point on or adjacent to the Property boundary, provided that the Original Applicant shall not be required to acquire any off-site right-of-way which may be necessary to effect such connection.

9. Project Amenities. The Original Applicant shall construct and dedicate to the Property Owners' Association a pedestrian trail system providing access within the residential component and to the commercial component. Such system shall be constructed with the development of the single-family detached units permitted hereby. In conjunction with such trail system the Original Applicant shall construct ponds, scenic view sites, and a system of active exercise/recreation and fitness stations along such trail in the areas generally identified on the Master Plan. The Original Applicant further agrees to pay the sum of \$500 per detached or attached residential unit at the time of the issuance of certificates of occupancy for each, for use by the Town in its discretion in providing recreational facilities component of the Property in a location identified on the Master Plan.

10. Architectural/Building Materials. The commercial component of the project will be developed with a unified architectural theme that emphasizes traditional architectural forms, features, and materials compatible with the Town's historic architectural character. The standard of compatibility may be met through scale, materials, forms and/or colors which may be embodied in architecture that is cotemporary as well as traditional. Retail and business structures shall be designed to meet the following general standards.

10.1 Building materials utilized for the front and side facades of the buildings shall be limited to brick, split-faced block, metal, fluted clock, tile, concrete tile, dryvit or other simulated stucco (EFIS), real or simulated wood and/or glass. Metal may be used for not more than 15% of front and side building facade materials, exclusive of window frames and door frames. Roofs, including Mansard and other decorative roofs, shall not be interpreted to be a part of any building façade. Standard concrete masonry block shall not be used for the front and side facades of any buildings.

10.2 Service and delivery loading docks and loading spaces required by the Zoning Ordinance or provided for the users will be oriented, to the extent feasible, to reduce their visibility from public road frontages. If such facilities are not substantially blocked from view from the public roadways, or adjacent residential uses, they will be d with architectural elements and/or decorative fencing and/or evergreen landscaping to screen their visibility from the public roadways.

10.3 Any mechanical units placed on the rooftops of buildings shall be screened by architectural features compatible with building façade architecture. Screening shall be designed so as to block such units from view by persons on any public streets immediately adjoining the Property, or from adjacent residential uses.

10.4 Adjacent facades will be compatible with each other and architectural features such as setback, changes in buildings materials, canopies or differences in roof height will be used to add visual interest. Exterior walls fronting a promenade will not exceed one hundred feet in length without altering the appearance of the building(s) by using a mixture of compatible building materials or, alternatively, by providing a variance in setback of at least two feet.

10.5 In order to buffer the view of the residential component with relation to the commercial component, the rear of the commercial structures shall be buffered from adjacent residential units by the construction of landscaped berms, from the eastern edge of the commercial component westward to include the assisted living facility area, and up to the Branch Drive Connector by the Town at the time of site plan review.

11. **Site lighting.** To the extent not already provided, the Applicant shall provide lighting in the commercial area which assure that in high activity area, such as store fronts and drop off lanes, lighting measures between 7 and 30 foot candles. In medium activity areas such as parking lots and pedestrian pathways, lighting shall measure between 4 and 7 foot candles. In other areas not herein specified, lighting shall measure from 2 to 5 foot candles. Such lighting shall be so arranged as reasonably to protect adjacent properties from direct glare or hazardous interference.

12. **Contributions to affordable housing program.** The Original Applicant shall contribute the sum of \$45,000.00 to the Town for application to the Town for the improvement of substandard housing units within the Town as the Council may, in its sole discretion, determine. One-half of such payment shall be made upon issuance of the first building permit for approved new residential construction, and one half shall be made upon issuance of the first building permit for approved commercial uses.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

NORTHROCK CENTER LLC



By: [Signature]
D. Todd Pearson, President

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

On this 26th day of September, 2022, before me appeared D. Todd Pearson, who acknowledged himself to be President of the above named limited liability company and that he, as such authorized officer, being authorized so to do by the Operating Agreement of said limited liability company, executed the foregoing instrument on behalf of said limited liability company for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]

Notary Public

My term expires: NA

Registration #: NA

My Commission expires: March 8, 2024

