City of Manassas, Virginia

City Council Meeting

AGENDA

City Council Regular Meeting
Council Chambers
9027 Center Street
Manassas, VA 20110
Monday, February 23, 2026

Call to Order - 5:30 p.m.

Roll Call

Invocation and Pledge of Allegiance

Council Time

Mayor Time

City Manager Time

1. Presentations

1.1 Proclamation: Irish American Heritage Month
Proclamation: Irish American Heritage Month

1.2 Department Annual Report: Manassas Regional Airport
Department Annual Report: Manassas Regional Airport

1.3 Department Annual Report: Electric

1.4 Department Annual Report: Water/Sewer

1.5 FY 2027 City Manager's Proposed Budget
FY 2027 City Manager's Proposed Budget

2. Consent Agenda

All matters listed under the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.

SUGGESTED MOTION: "I move that the Consent Agenda be approved and the readings of the ordinances be dispensed."

SUGGESTED MOTION #2: "I move that Items # and # be removed from the Consent Agenda and be added as Items # and #, respectively, and that the remaining Consent Agenda items be approved as it now appears and the readings of the ordinances be dispensed."

2.1 Ordinance #O-2026-455: ZTA #2026-0001, Zoning Text Amendments - Data Center/Industrial Standards (2nd Reading)
(Staff: Matt Arcieri, AICP, Assistant City Manager/Director of Planning & Community Development)
ORD #O-2026-455: ZTA #2026-0001, Zoning Text Amendments - Data Center/Industrial Standards
ATTH01 Draft Ordinance Redline

2.2 Resolution #R-2026-658 Prince William Parkway at Clover Hill Road Intersection Improvements (Staff: Matt Arcieri, AICP, Assistant City Manager/Director of Planning & Community Development)
RES #R-2026-658 Prince William Parkway at Clover Hill Road Intersection Improvements

2.3 Proclamation: Irish American Heritage Month
Proclamation: Irish American Heritage Month

3. Ordinances and Resolutions

3.1 Ordinance #O-2026-443 Conveyance of Property – The Landing at Cannon Branch to Good Housing VA, LLC (2nd Reading)
(Patrick Small, Economic Development Director)
ORD #O-2026-443 Conveyance of Property â€“ The Landing at Cannon Branch to Good Housing VA, LLC
ATTH01 Execution Version - Landings at Cannon Branch Agreement for Purchase and Sale

3.2 Ordinance #O-2026-544: Conveyance of Property at 9733 Dean Drive to Ponenya, LLC (First Reading)
(Staff: Patrick Small, Economic Development Director)
ORD #O-2026-544 Conveying Real Property - 9733 Dean Drive
ATTH01 9733 Dean Drive - Signed Contract
ATTH02 ROW Exhibit - 9733 Dean Drive

ATTH03 ROW Exhibit - 9733-9737 Dean Drive

4. Public Comment

The Public Comment portion of the agenda is set aside for those residents who wish to address the Council for less than three minutes each. Residents need not give prior notice to the City to speak during the Public Comment portion of the agenda. Residents may address the Council for longer than three minutes if they ask the City Manager for a place on the agenda at least four working days before the meeting.

Adjournment

5. Authorize a Closed Meeting

5.1 Resolution Authorizing a Closed Meeting of City Council

Resolution #R-2026-673 Closed Meeting 02-23-26 Performance of City Officers.pdf

6. Certify the Closed Meeting

6.1 Resolution to Certify the Closed Meeting

Resolution #R-2026-674 Certify Closed Meeting - 02-23-26.pdf

City Council Agenda Item Report

Agenda Item No. 1.1
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: February 23, 2026

Item Title

Proclamation: Irish American Heritage Month

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council

Item ID 2026-665
Drafter Eric Smith
Meeting Date February 23, 2026

ATTACHMENTS

- Proclamation: Irish American Heritage Month

P R O C L A M A T I O N

WHEREAS, *Irish Heritage Month* is observed in March of each year in the City of Manassas, providing an opportunity for all residents to celebrate and appreciate the significant impact of Irish culture, traditions, and accomplishments; and

WHEREAS, Americans of Irish heritage have made invaluable contributions to various aspects of society, including but not limited to, arts, sciences, politics, business, and sports, enriching the diverse tapestry of our city; and

WHEREAS, Americans of Irish descent have played and continue to play a critical economic, cultural and social role in every sphere of American life; and

WHEREAS, the spirit of the Irish community is marked by resilience, determination, and a commitment to fostering a sense of unity and inclusivity among all citizens; and

WHEREAS, celebrating *Irish Heritage Month* gives us an opportunity to honor and recognize individuals who have contributed to the history, society and culture of the United States of America; and

WHEREAS, today more than 39 million Americans who claim Irish heritage, a number almost seven times greater than the entire population of Ireland today, can look back with pride on the many achievements and contributions of their ancestors.

NOW, THEREFORE, I, Michelle Davis-Younger, and on behalf of the Manassas City Council, hereby proclaim the month of March 2026 as

Irish Heritage Month

in the City of Manassas and urge all residents of the City of Manassas to celebrate the contributions made by individuals of Irish descent and to observe this month with appropriate programs, ceremonies and activities that honor and celebrate the enduring legacy of the Irish-American community.

ATTEST:

Michelle Davis-Younger

Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 1.2
Submitted by: Eric Smith
Submitting Department: Manassas Regional Airport
Meeting Date: February 23, 2026

Item Title

Department Annual Report: Manassas Regional Airport

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations	**Item ID** 2026-670
Submitting Department Manassas Regional Airport	**Drafter** Eric Smith
Meeting Body City Council	**Meeting Date** February 23, 2026

ATTACHMENTS

- Department Annual Report: Manassas Regional Airport

Manassas Regional Airport
2025 Annual Report - Statistics

February 23, 2026

Demographics/Statistics

- 390 Based Aircraft (as of January 20, 2026)
- Two Runways (6,200 feet & 3,715 feet)
- Runway 16L has precision approaches/all weather capable
- 154 Public-use Tie-downs
- 156 City Owned T-hangars
- 25 Executive/Corporate Hangars (10,000-40,000 sf)

HISTORIC Heart MODERN Beat

Manassas HISTORIC HEART. MODERN BEAT.

Demographics/Statistics

- FAA Air Traffic Control Tower
- On-Call U.S. Customs
- Ranked 4th in total operations of all Airports in Virginia* (operations: defined as one takeoff or one landing)
- Ranked 179th of 526 busiest GA Airports in the United States*

*Source: FAA ATADS Calendar Year 2025

Ranked by: Itinerant General Aviation Traffic

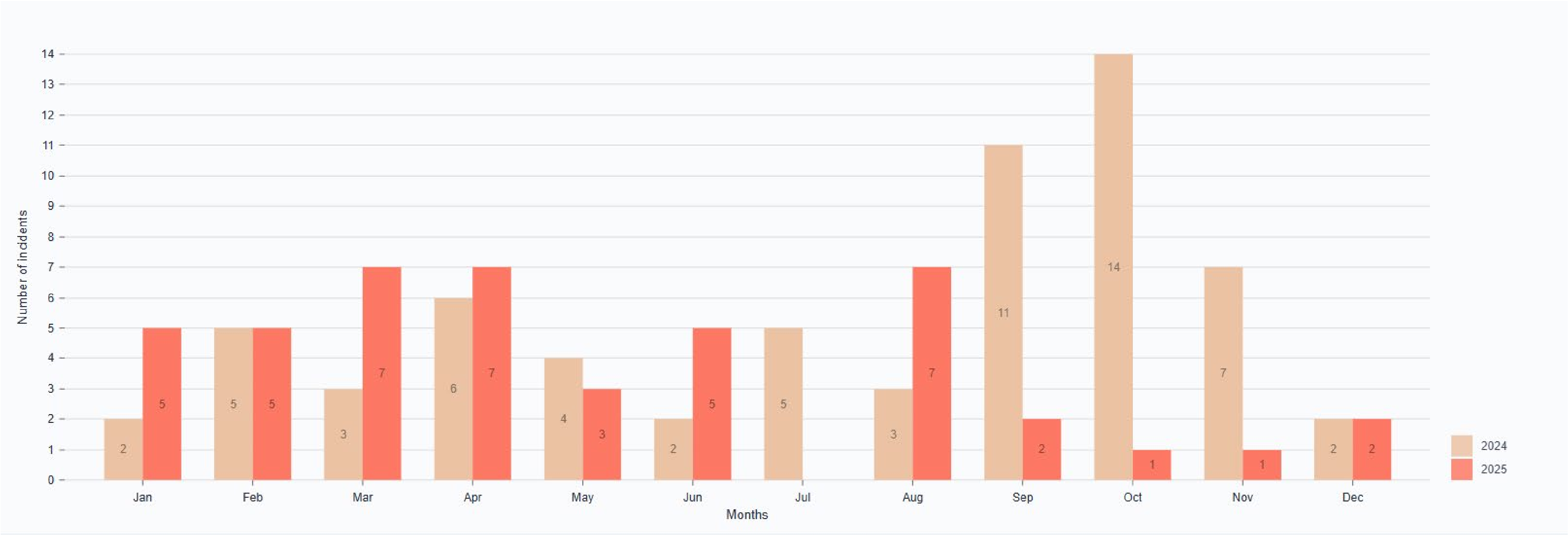
HISTORIC Heart MODERN Beat

Manassas

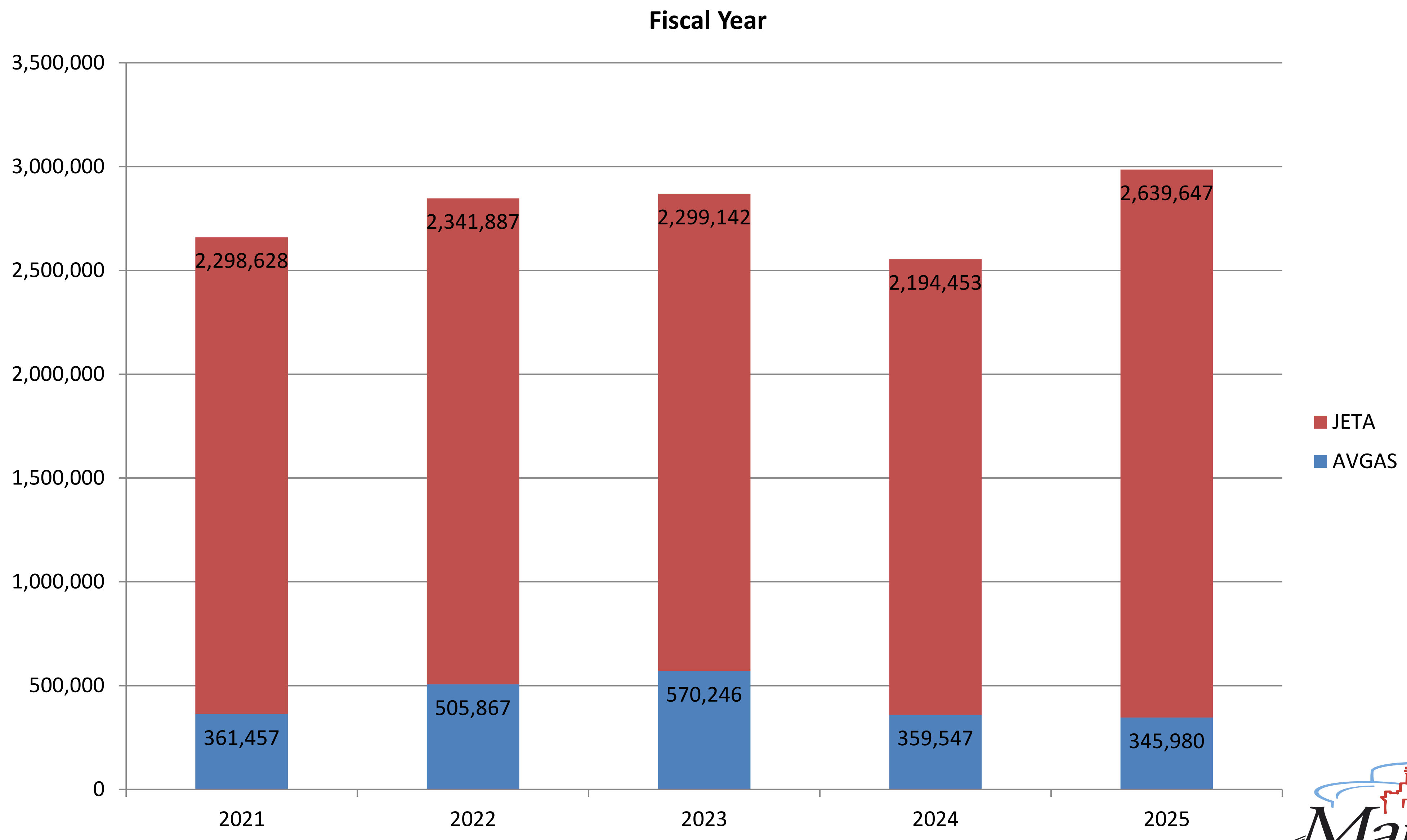
HISTORIC HEART. MODERN BEAT.

Noise Complaints

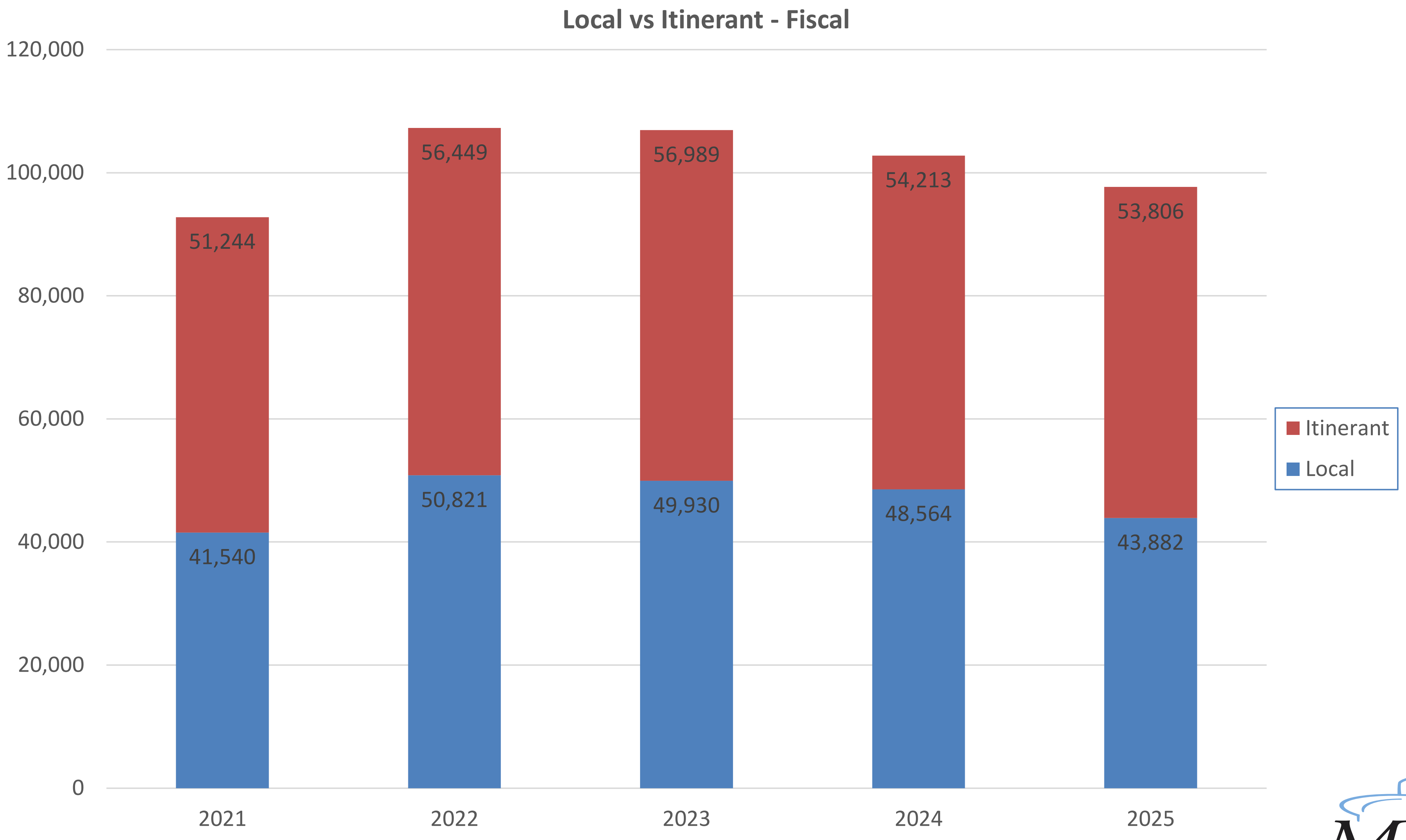
Fiscal Year 2025



Fuel Flowage

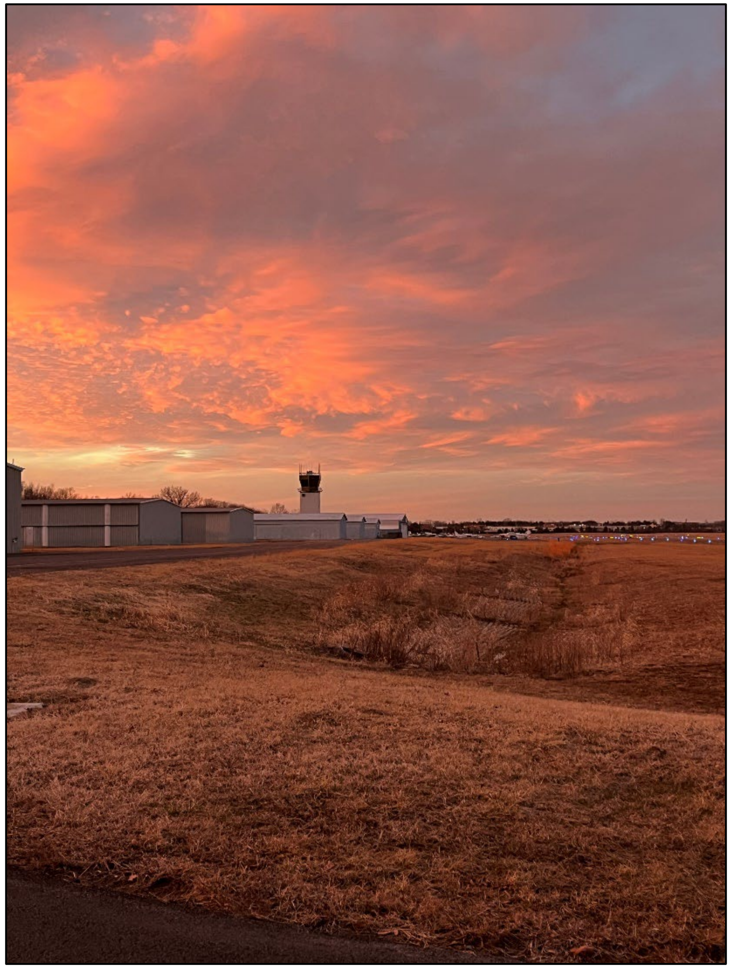


Aircraft Operations



Based Aircraft – Airport Comparison

AIRPORT	TOTAL	JETS
• Manassas	390	27
• Leesburg	235	17
• Warrenton Fauquier	155	1
• Culpeper Regional	151	0
• Winchester	113	5
• Stafford	92	0
• Dulles International	52	46



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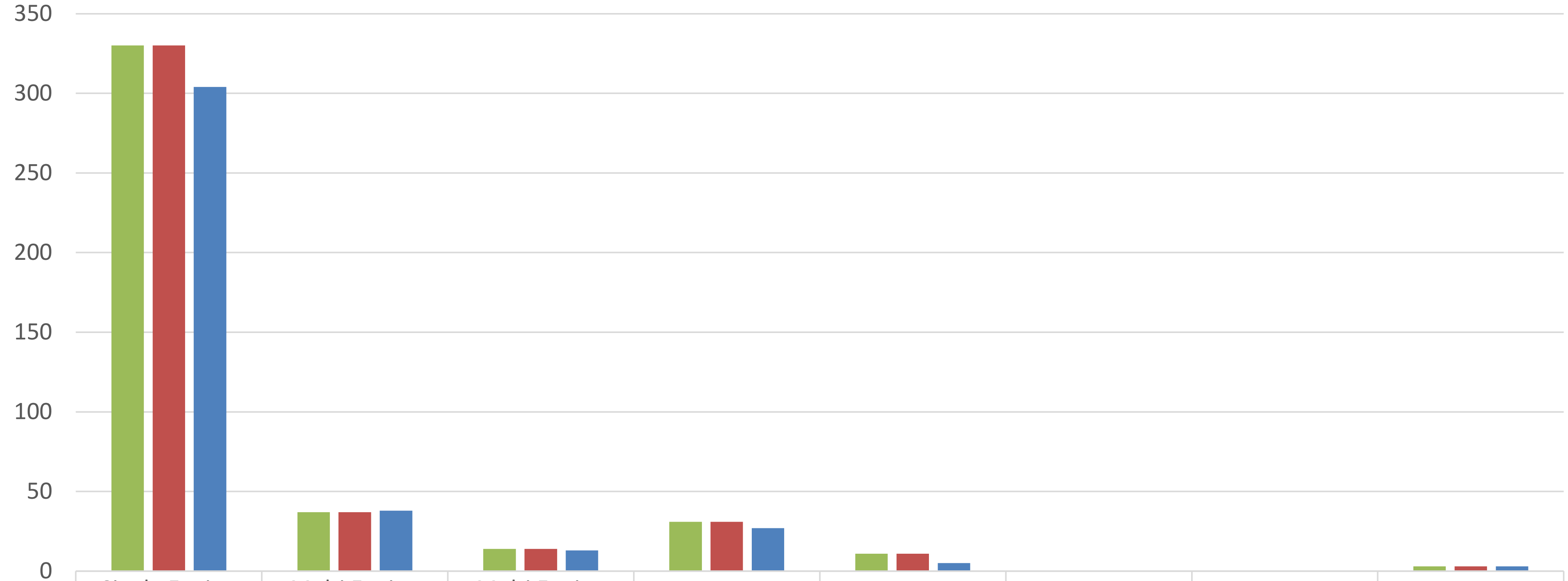
Based Aircraft By Type

Reported on January 20, 2026



	Single Engine Piston	Multi Engine Piston	Multi Engine Turboprop	Business Jet	Helicopter	Glider	Ultra-light	Other
2024	330	37	14	31	11	0	0	3
2025	330	37	14	31	11	0	0	3
2026	304	38	13	27	5	0	0	3

2024 2025 2026

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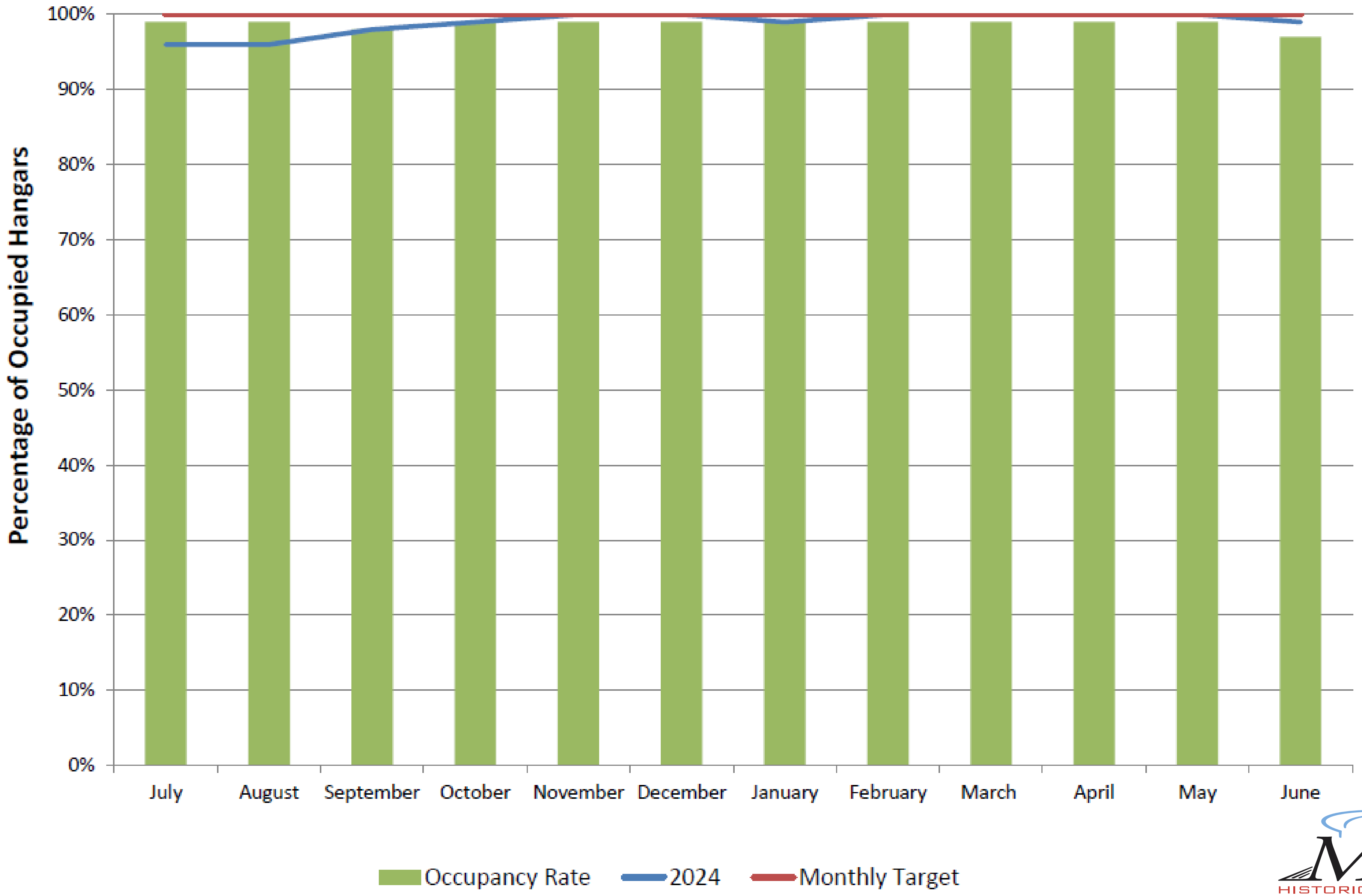
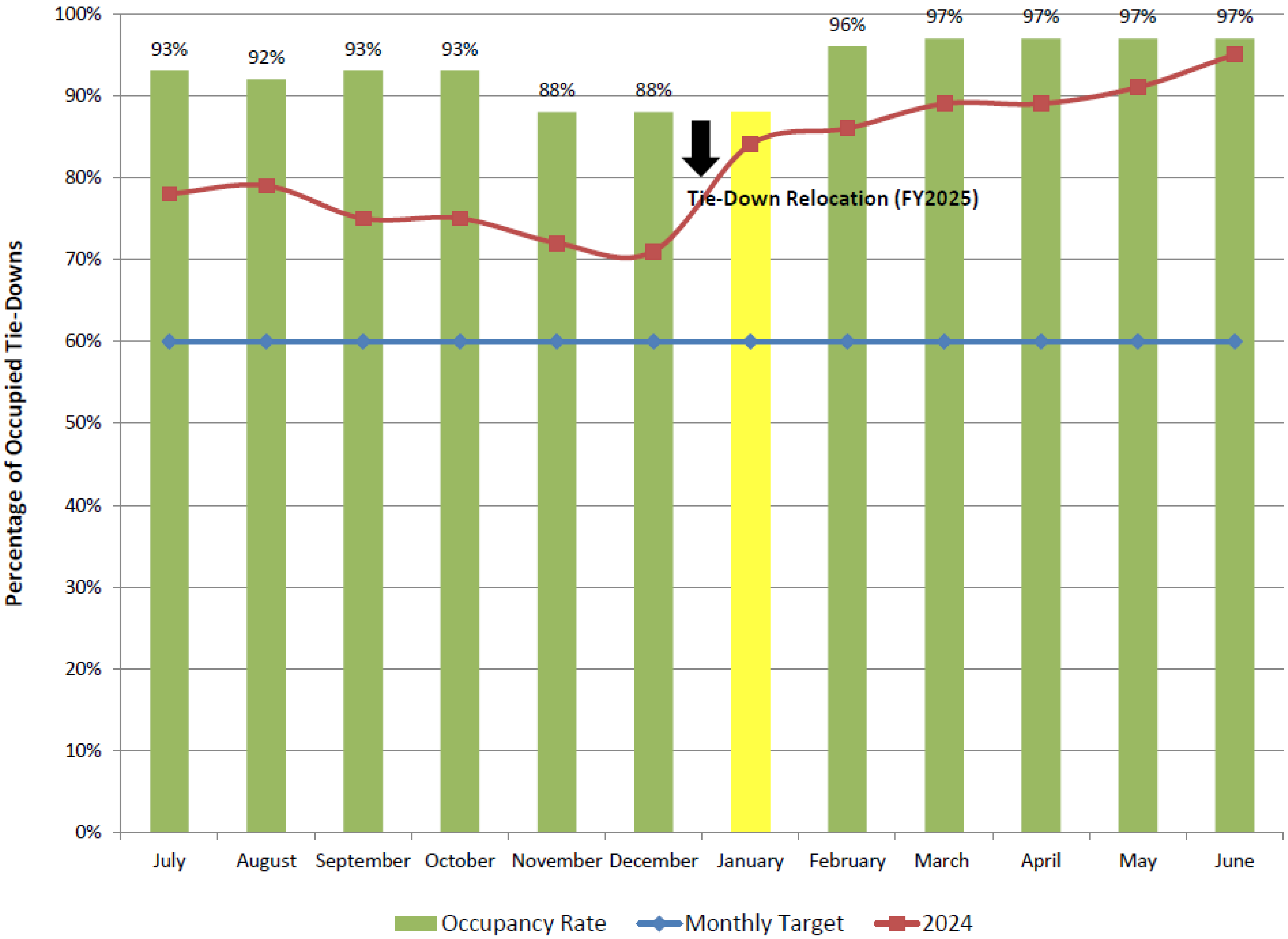
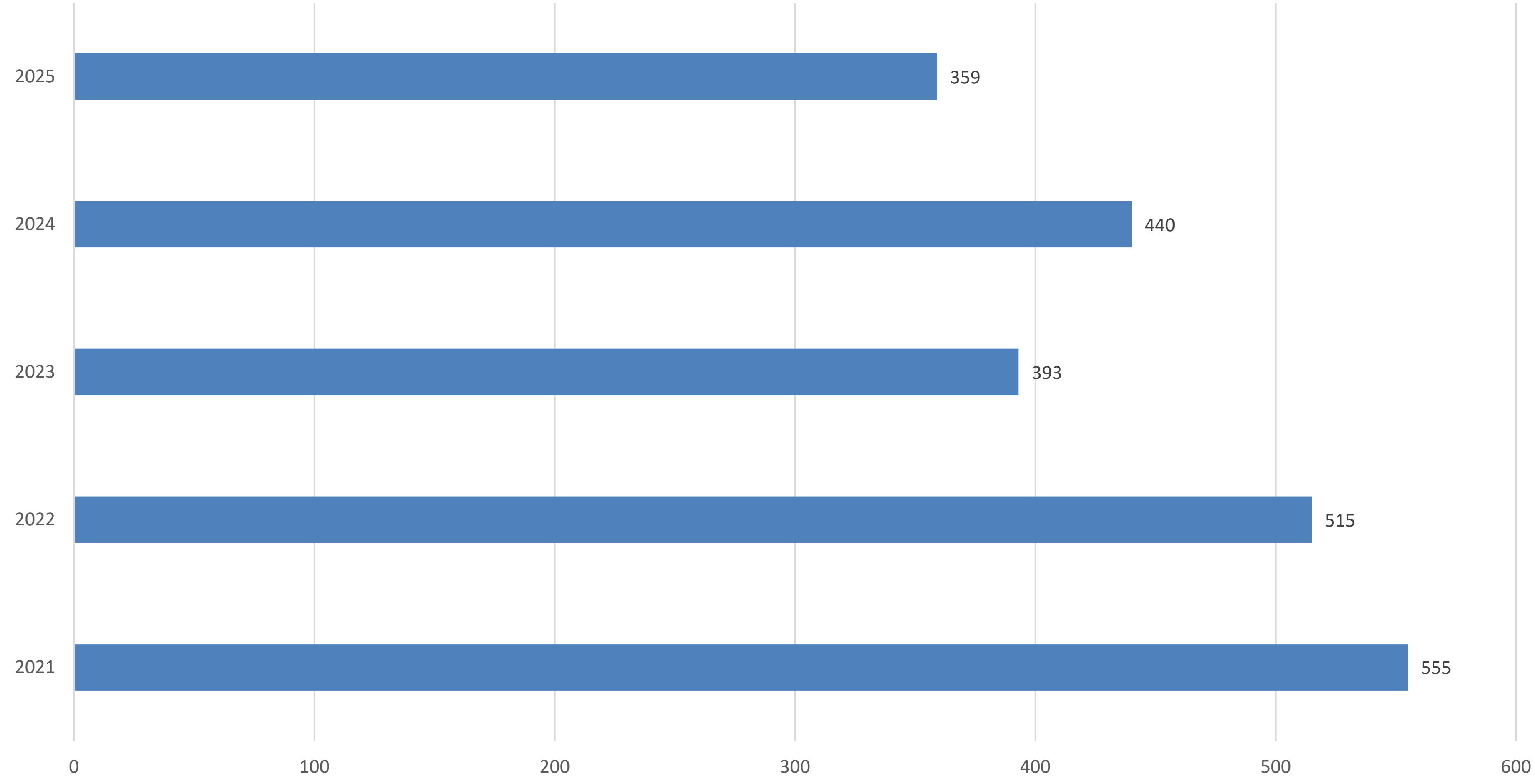
Hangar Occupancy



Tie-Down Occupancy

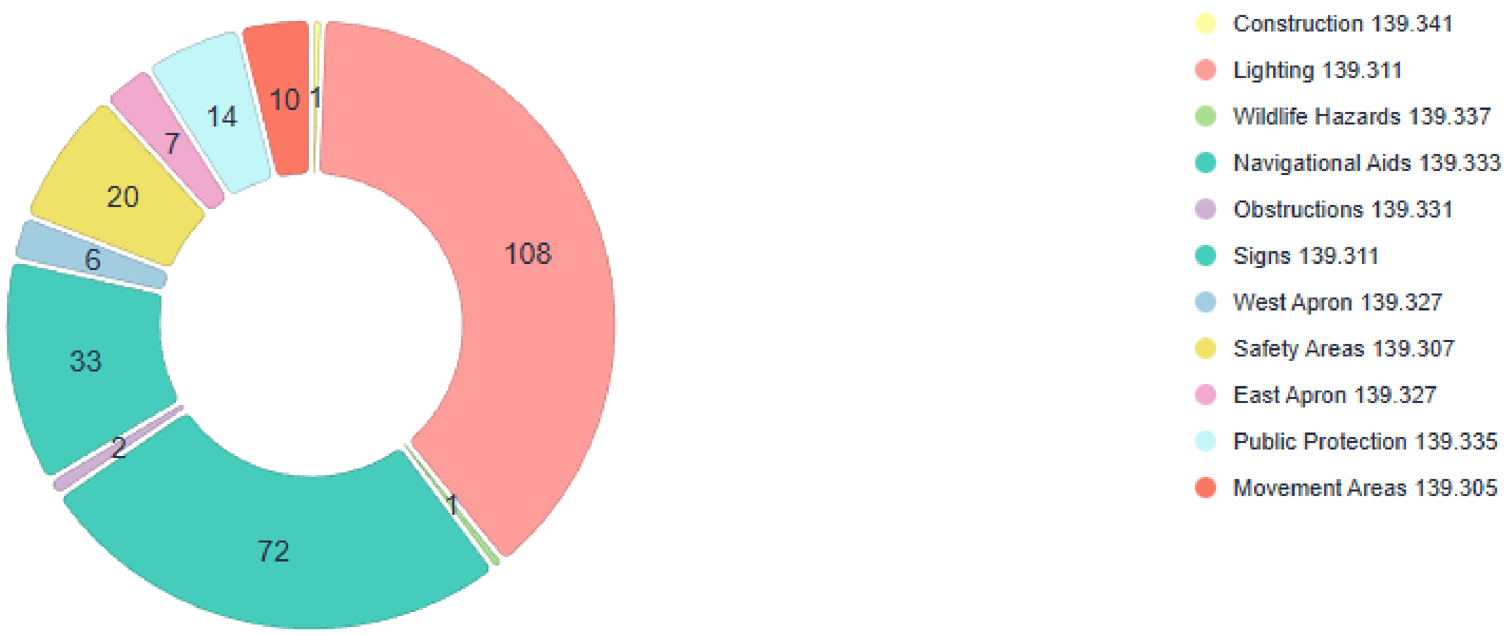


Total Work Orders By Year



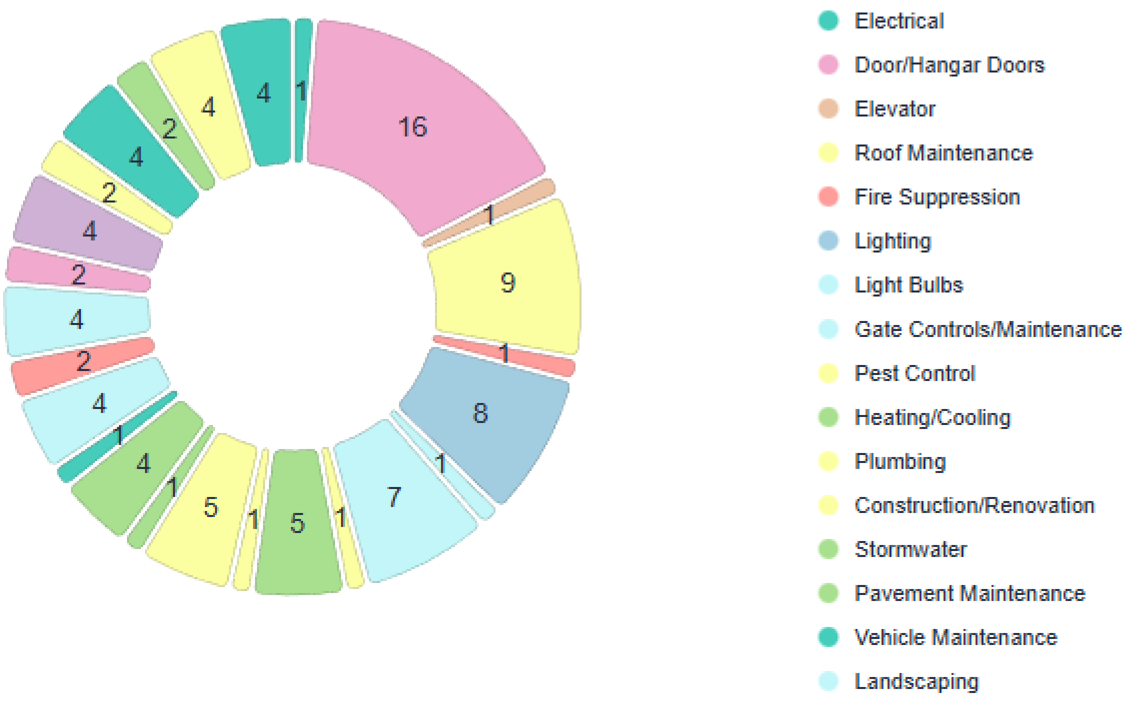
Airfield Work Orders By Category

Airfield Work Orders are exclusively regarding regulatory compliance, runways, and taxiways.



Non-Airfield Work Orders By Category

Non-Airfield Work Orders are all other issues, primarily with buildings and structures.



U.S. Customs Report

Year	Aircraft	% Change	Passengers	% Change
2019	22	**22.22%**	109	-4.39%
2020	36	**63.64%**	116	**6.42%**
2021	13**	-63.89%	269	**131.90%**
2022	31	**138.46%**	493	**83.27%**
2023	89	**187.10%**	353	-28.40%
2024	106	**19.10%**	370	**4.82%**
2025	76	**-28.30%**	384	**3.78%**

**CBP updated their tracking system, so number of aircraft was manually tracked. Passenger count was properly logged.

Accidents/Incidents

Fiscal Year 2025

Category	Amount
Aircraft Crash	0
Runway/Taxiway Excursion	3
Gear-up Landing/Prop Strike/Wildlife Strike	1
Aircraft Engine Fire	0
Aircraft Mechanical Problem (flat tire, stuck throttle)	18
Smoke in Cockpit/Medical Emergency	2
Equipment/Vehicle Damage (trucks, tugs, lifts, fencing)	2
Building Damage (water, electrical)	0
Fuel Spill (≤ 5 gallons)	12
Fuel Spill (≥ 5 gallons)	0
Total	**38**

City Council Agenda Item Report

Agenda Item No. 1.3
Submitted by: Eric Smith
Submitting Department: Utilities
Meeting Date: February 23, 2026

Item Title

Department Annual Report: Electric

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations
Submitting Department Utilities
Meeting Body City Council

Item ID 2026-671
Drafter Eric Smith
Meeting Date February 23, 2026

City Council Agenda Item Report

Agenda Item No. 1.4
Submitted by: Eric Smith
Submitting Department: Utilities
Meeting Date: February 23, 2026

Item Title

Department Annual Report: Water/Sewer

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations
Submitting Department Utilities
Meeting Body City Council

Item ID 2026-675
Drafter Eric Smith
Meeting Date February 23, 2026

City Council Agenda Item Report

Agenda Item No. 1.5
Submitted by: Eric Smith
Submitting Department: Utilities
Meeting Date: February 23, 2026

Item Title

FY 2027 City Manager's Proposed Budget

Suggested Action and/or Recommendation

Suggested Motion

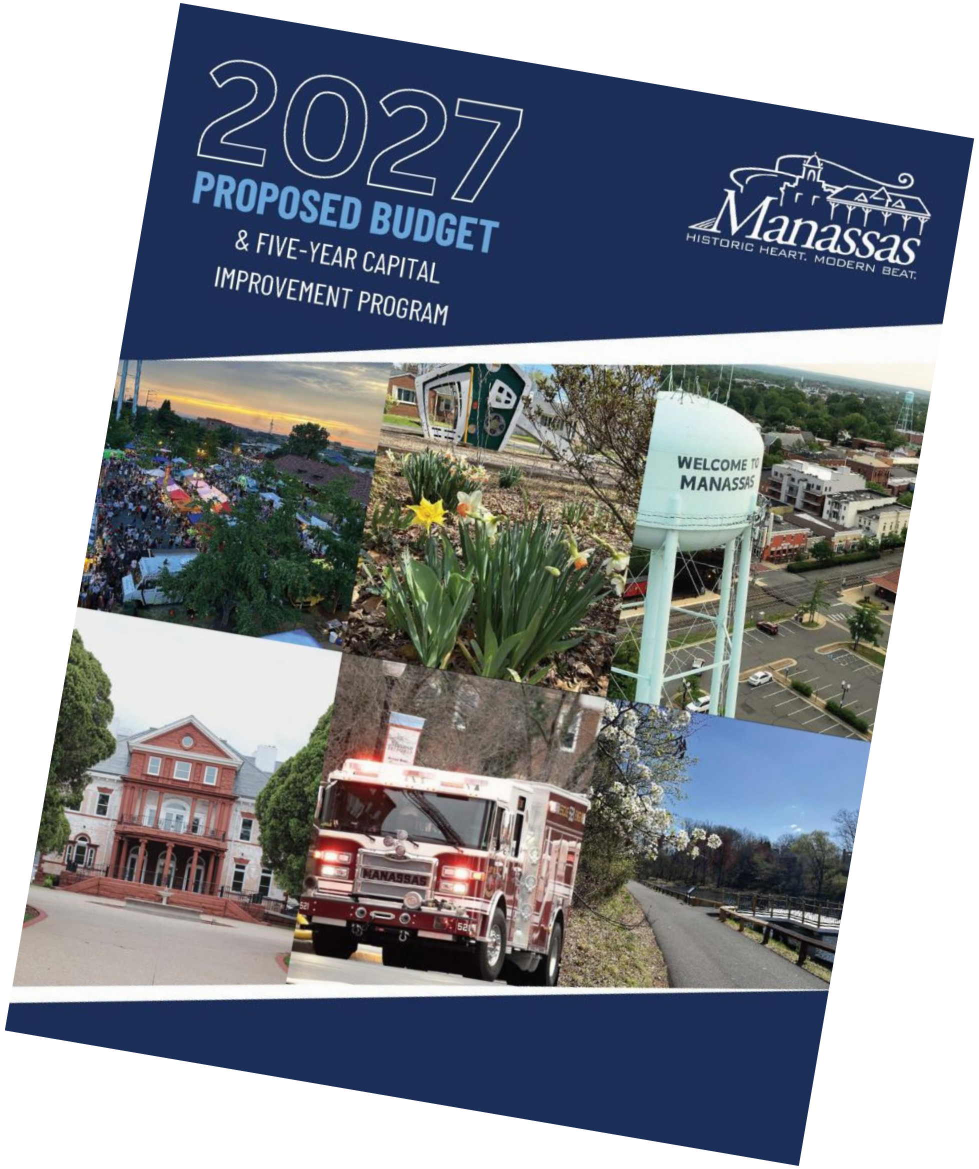
Item Type Reports / Presentations
Submitting Department Utilities
Meeting Body City Council

Item ID 2026-669
Drafter Eric Smith
Meeting Date February 23, 2026

ATTACHMENTS

- FY 2027 City Manager's Proposed Budget

FY 2027 Proposed Budget & Five Year CIP Presentation



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Thank you

- Mayor & Council
- Departments
- Commissioner of Revenue
- Finance Staff
- Kristina Wilber

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FY 2026 in Review

Mathis Shopping Center

Community Center

Dean & Winterset Parks

MIFCO Purchase

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Real Estate Valuation (New Construction)

RESIDENTIAL

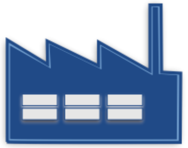
7.3% ⬆

$30,677,700

COMMERCIAL

4.5% ⬆

$2,406,600

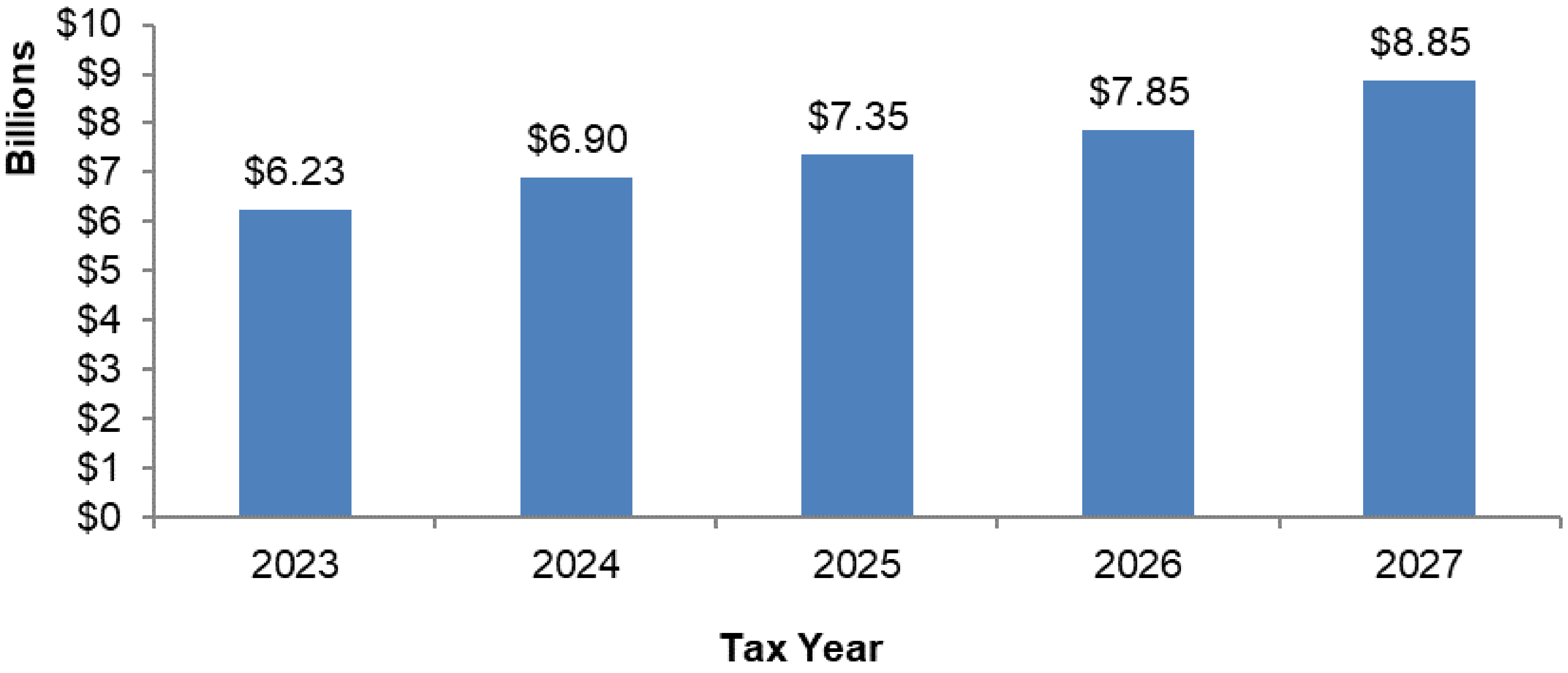


INDUSTRIAL

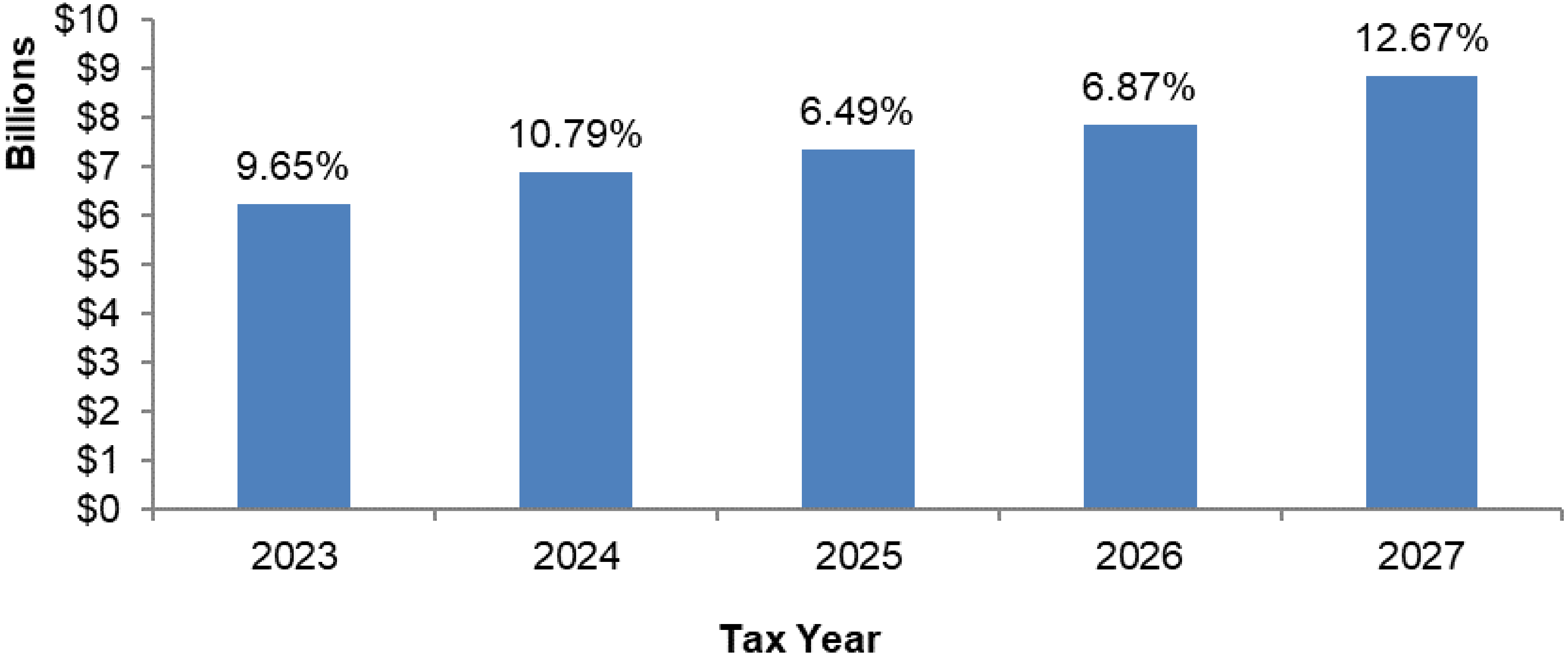
76.8% ⬆

$428,103,700

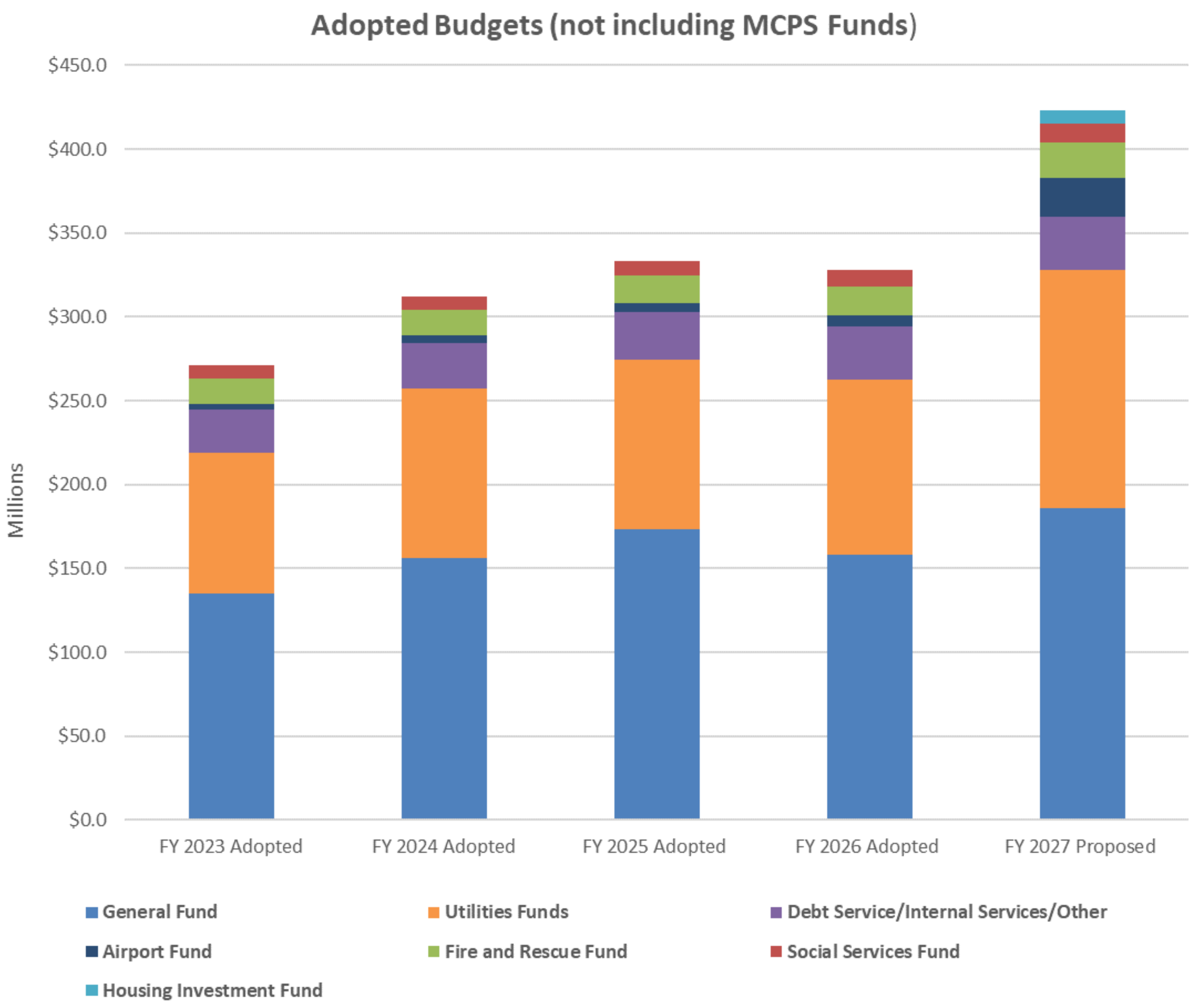
Total Real Estate Assessed Value



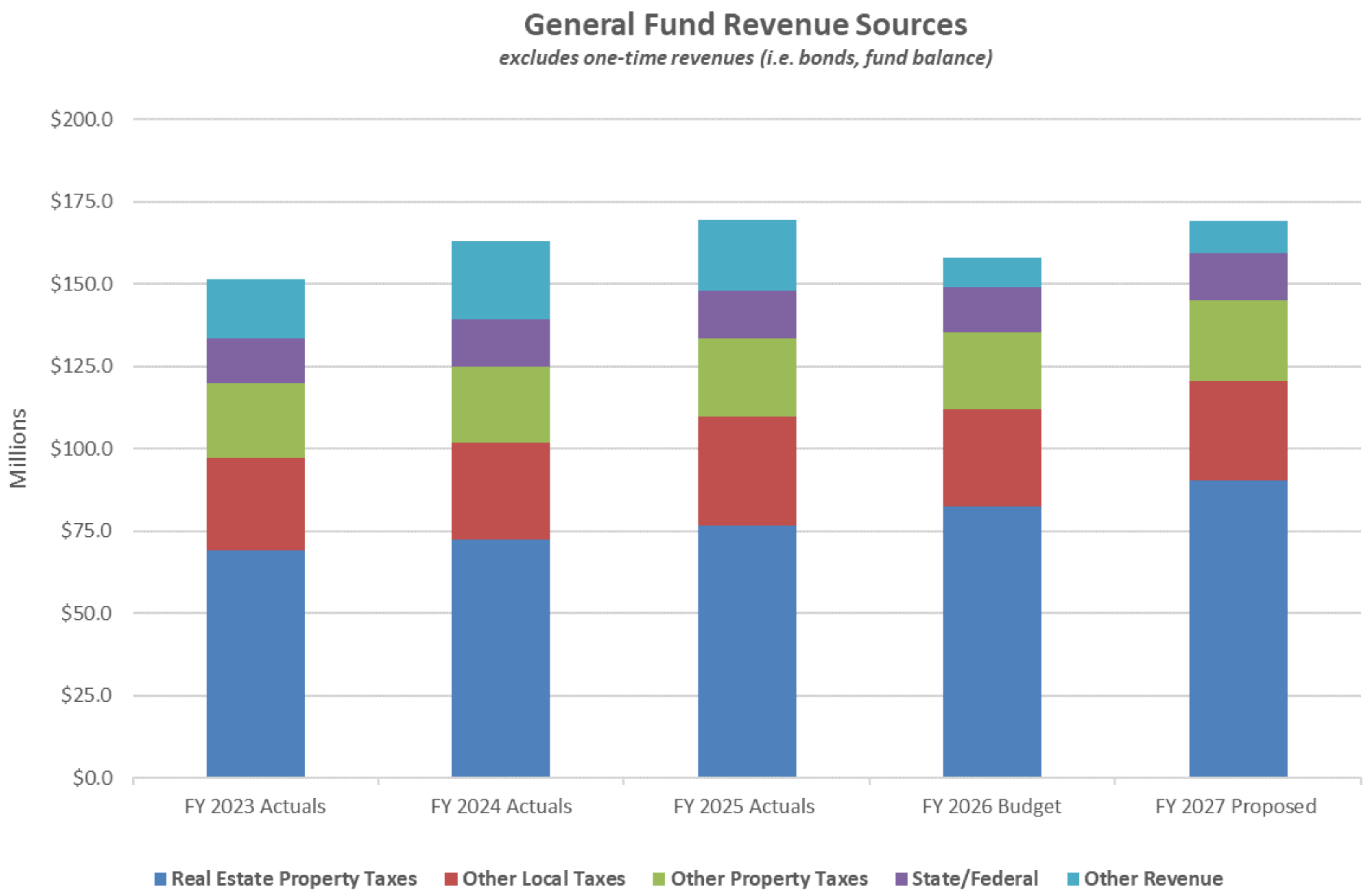
Real Estate Assessed Value Growth



Adopted Budgets History
(not including MCPS funds)



General Fund Revenue History



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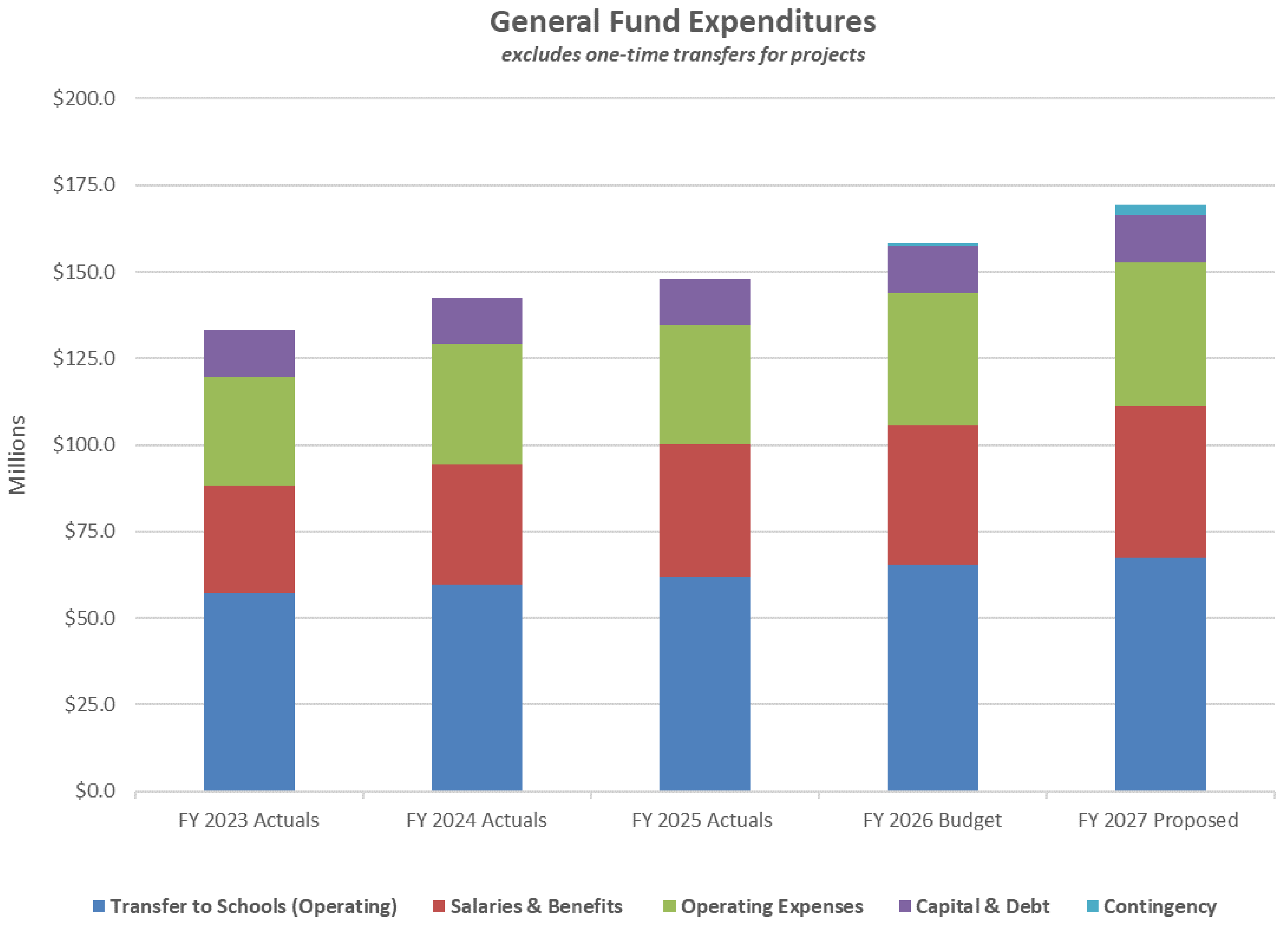
General Fund Expenditures History

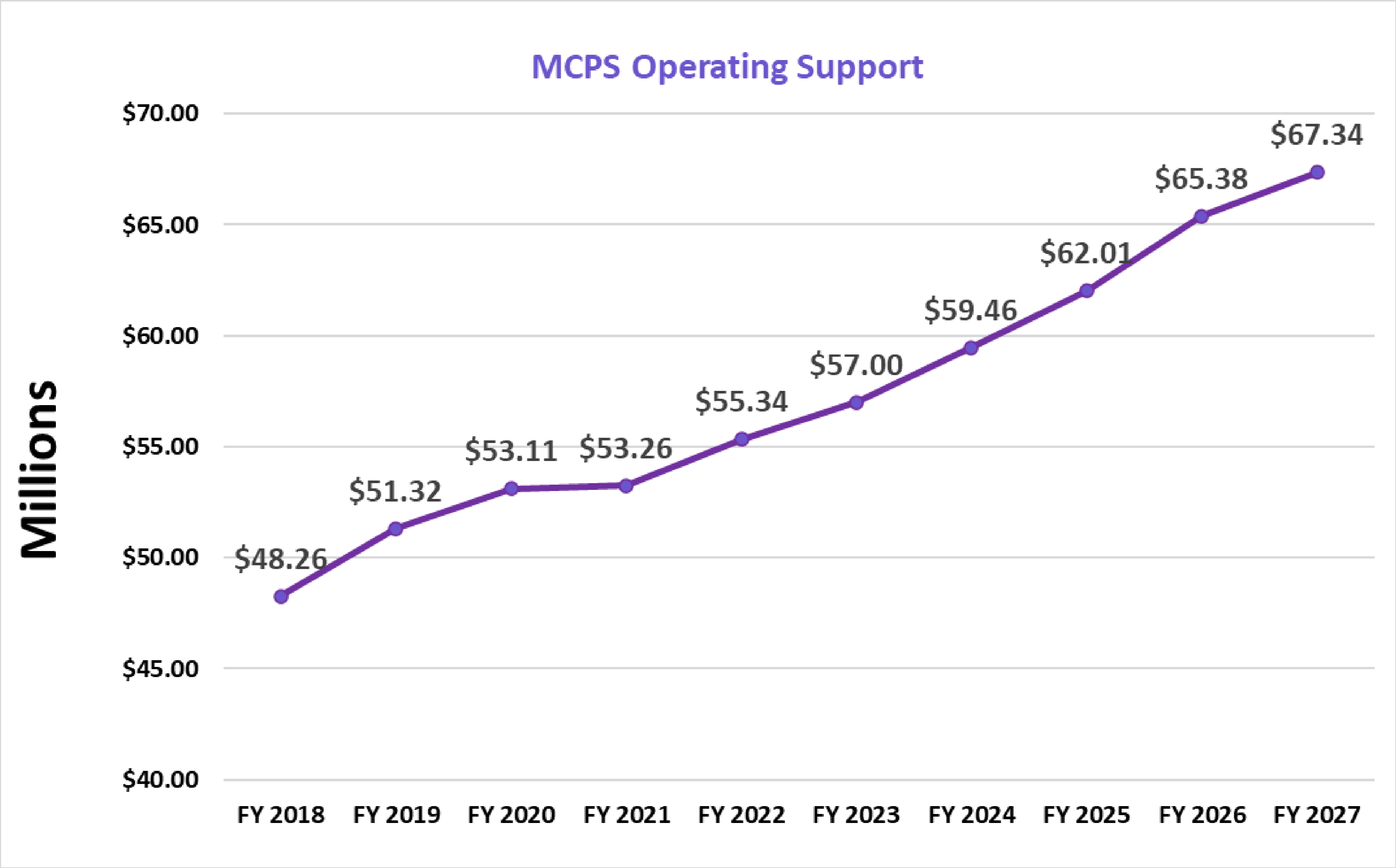


Total Budget All Funds

ALL FUNDS SUMMARY *(not including MCPS Funds)*

Fund	FY 2026 Adopted	FY 2027 Budget	$ Increase (Decrease)	% Increase (Decrease)
General Fund	158,374,000	186,315,000	27,941,000	17.6%
Social Services Fund	9,540,000	10,940,000	1,400,000	14.7%
Fire and Rescue Fund	17,025,000	21,010,000	3,985,000	23.4%
Owens Brooke Service District Fund	40,000	40,000	-	0.0%
PEG Fund	150,000	150,000	-	0.0%
Housing Investment Fund	-	8,000,000	8,000,000	-
Debt Service Fund	12,932,000	13,534,000	602,000	4.7%
Sewer Fund	24,020,000	21,805,000	(2,215,000)	-9.2%
Water Fund	20,213,000	19,572,000	(641,000)	-3.2%
Electric Fund	52,797,000	87,685,000	34,888,000	66.1%
Stormwater Fund	2,788,000	8,052,000	5,264,000	188.8%
Airport Fund	6,983,000	23,530,000	16,547,000	237.0%
Solid Waste Fund	4,754,000	4,896,000	142,000	3.0%
Building Maintenance Fund	2,842,000	2,984,000	142,000	5.0%
Vehicle Maintenance Fund	7,463,000	6,958,000	(505,000)	-6.8%
Information Technology Fund	7,852,000	7,511,000	(341,000)	-4.3%
ALL FUNDS TOTAL:	$ 327,773,000	$ 422,982,000	$ 95,209,000	29.0%

Local Funding for MCPS



Cost Increase Examples

Expenditure	Previous History	Current Cost
Fireworks	$49,000 (2023)	$100,000 (2026)
Pool Chemicals	$6,000 (2020)	$17,000 (2026)
LODA/Employee	$722.55 (2022)	$1,385 (2026)
Envelopes (5,000)	$630.50 (2024)	$739.38 (2026)
Laptop	$1,090 (2022)	$1671.73 (2025)
E911 Contract Maintenance	$94,081.52 (2021)	$146,697.32 (2025)
Skidsteer	$54,000 (2020)	$72,000 (2025)
Medium Truck	$51,000 (2020)	$75,000 (2025)
Engine Oil/Quart	$4.21 (2020)	$9.18 (2025)
15 KV, 750 MCM Cable/Foot	$17.71 (2020)	$42.54 (2025)
300 KVA 3 Phase Transformer	$9,871 (2020)	$36,762 (2025)
WTP Coagulant/Load	$314,800 (2020)	$415,000 (2025)
WTP Chlorine/load	$130,053 (2020)	$230,000 (2025)

Budget Unknowns

General Assembly

Shared Services

Economy

Federal Cut Impacts

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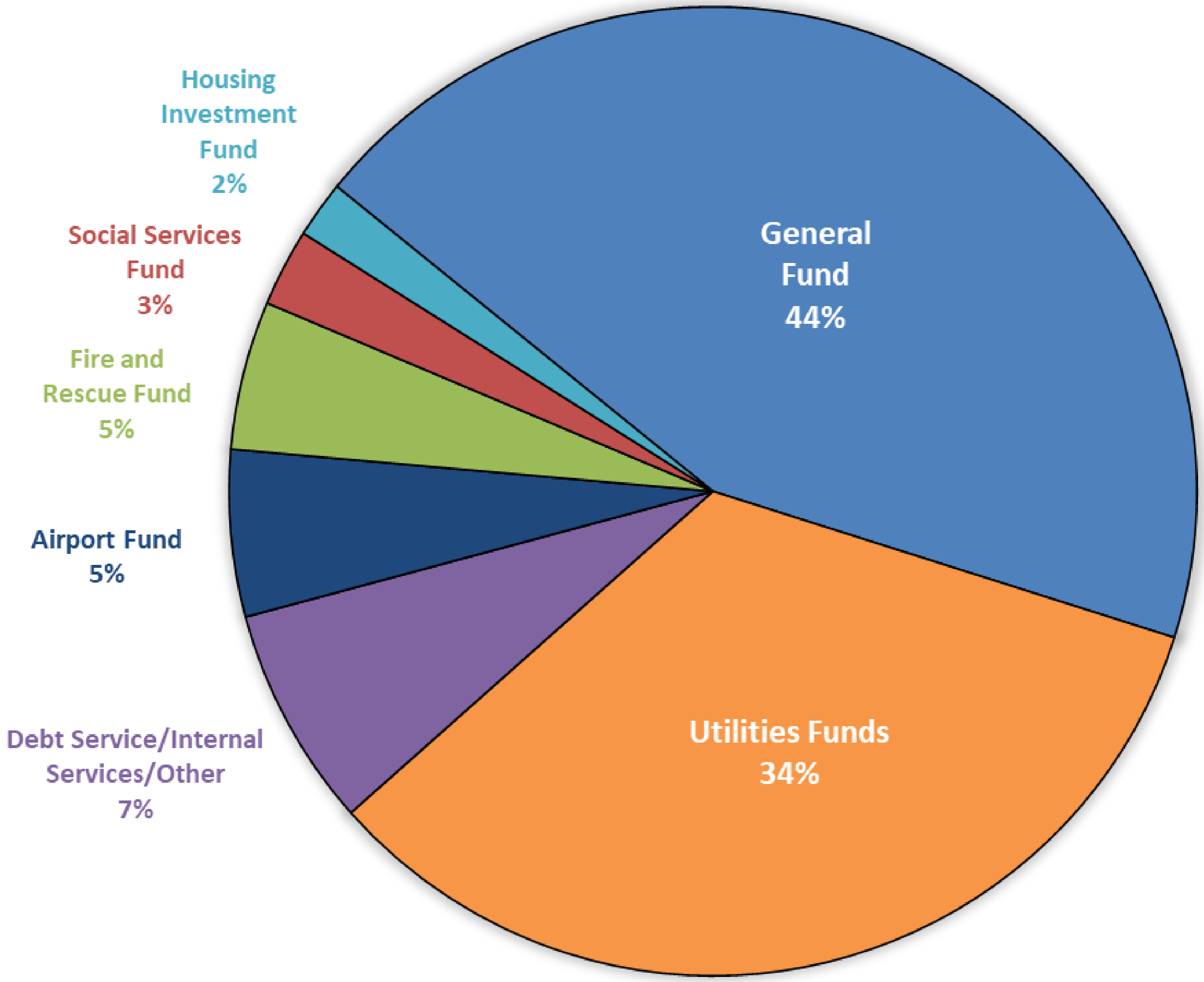
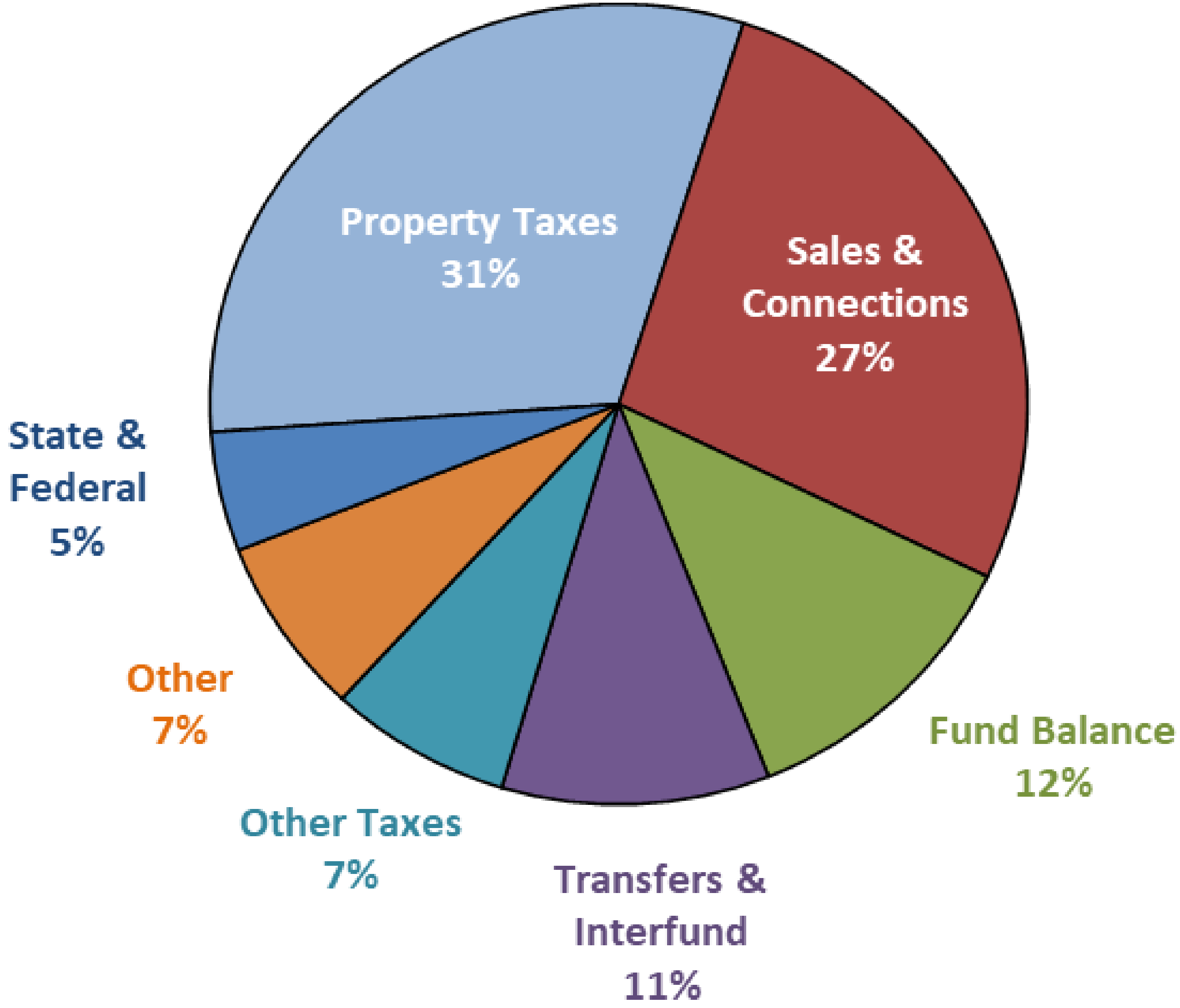
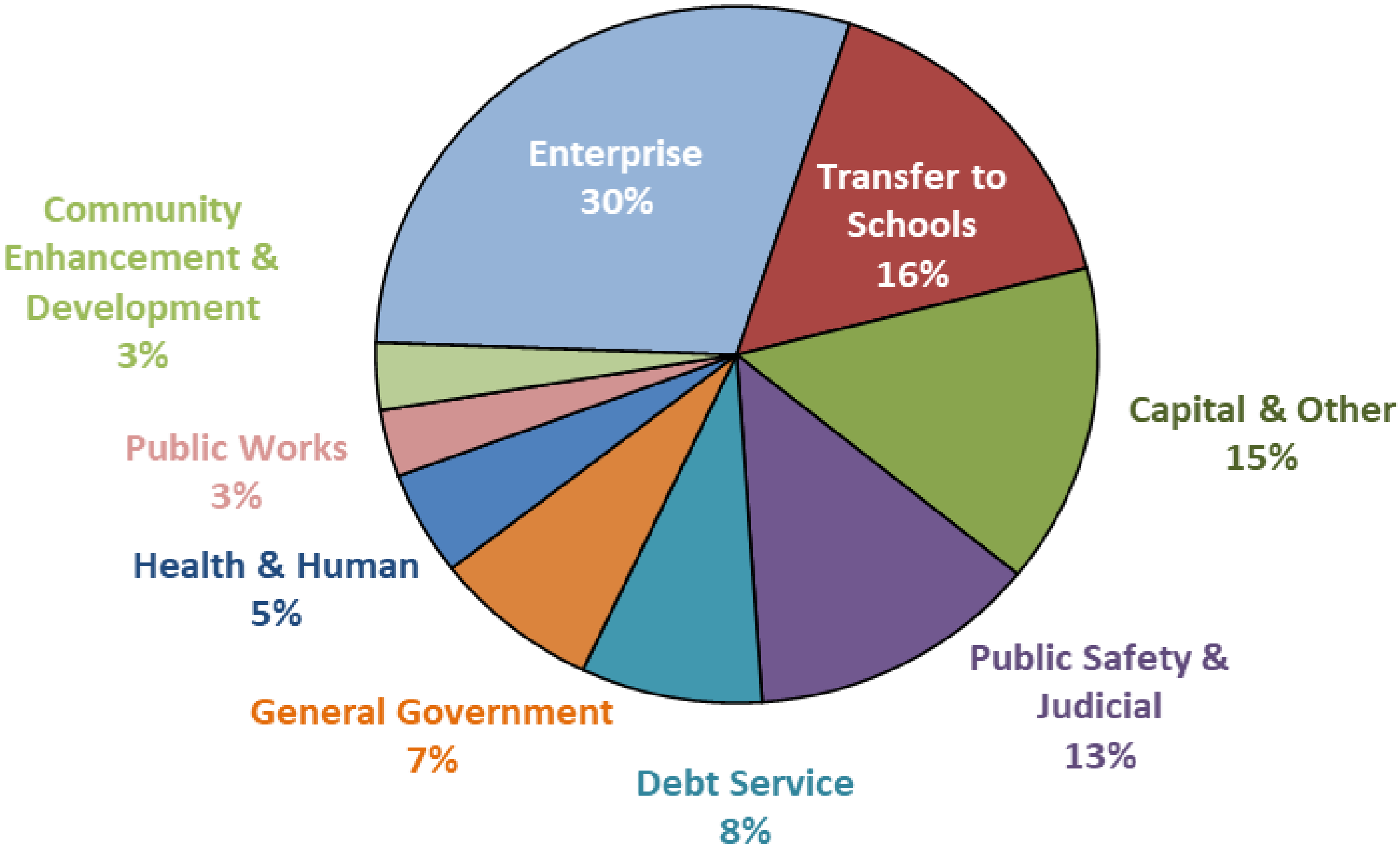
FY 2027 Proposed Budget



All Funds Revenues by Source



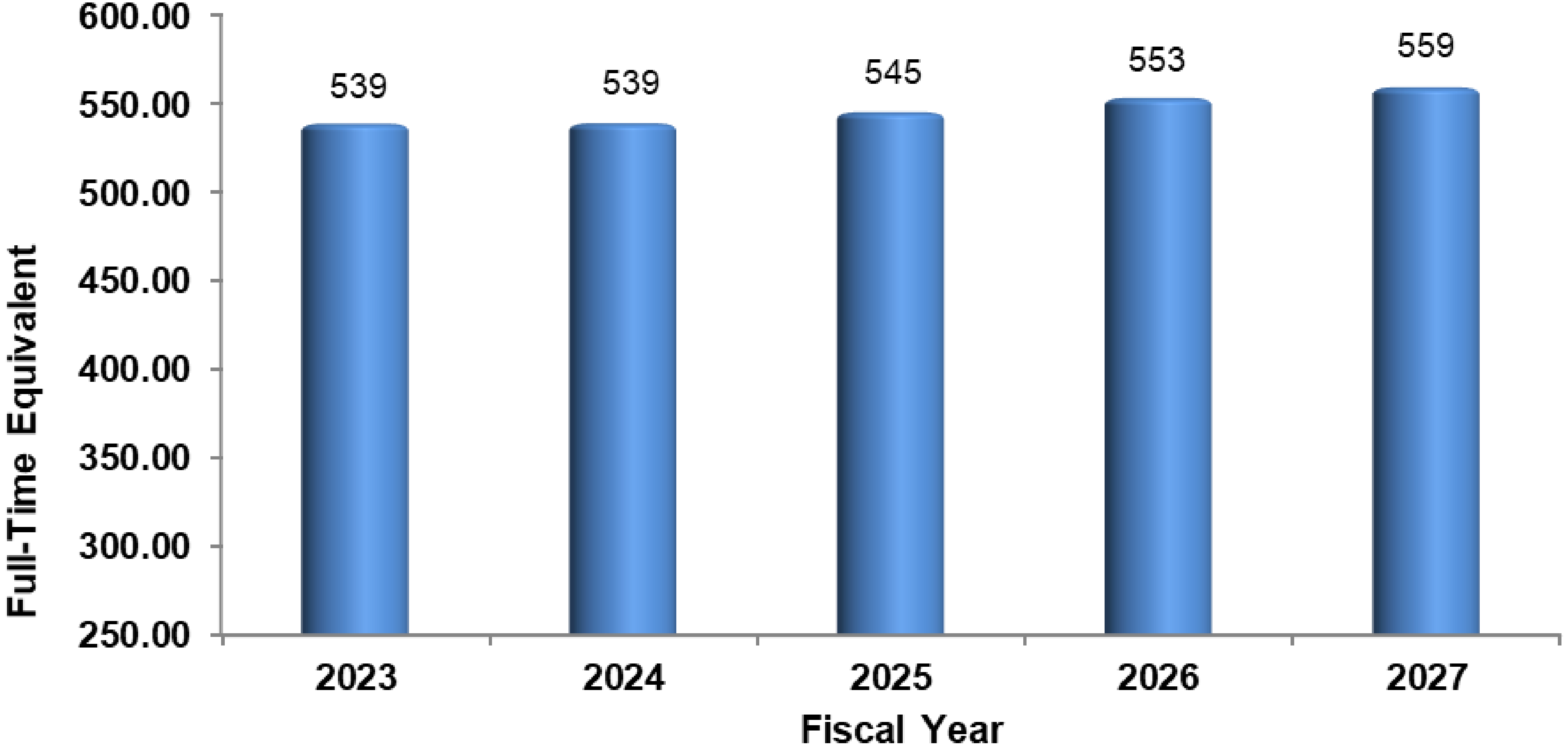
All Funds Expenditures by Function



Added Staffing

FY 2027 Proposed Budget Staffing Changes		
Assistant City Attorney **(offset by decrease in contracted legal costs)**	City Attorney	1.00 FTE
Water Plant Operator	Water Plant	1.00 FTE
Water Plant Mechanic	Water Plant	1.00 FTE
Airfield Electrician	Airport	1.00 FTE
Airport Operations Officer **(funded by Avports)**	Airport	1.00 FTE
Police Officer - K-9/Explosive Detection **(funded by Avports)**	Police-Spec Ops	1.00 FTE
Funding for 2 Firefighters **(in FY 2026 positions were added to the staffing plan but not funded)**	Fire & Rescue	N/A
Funding for Emergency Management Planner **(existing position that will no longer receive federal grant funding)**	Fire & Rescue	N/A
		6.00 FTE

Staffing History with Added Positions



Real Estate Tax Rate Recommendation

	FY 2026		FY 2027
Fire and Rescue Fund	$0.190	Fire and Rescue Fund	**$0.190**
General Fund	$1.070	General Fund	**$1.050**
Total	$1.260	Total	**$1.240**

March 6, 2026
Set Advertised Tax Rate

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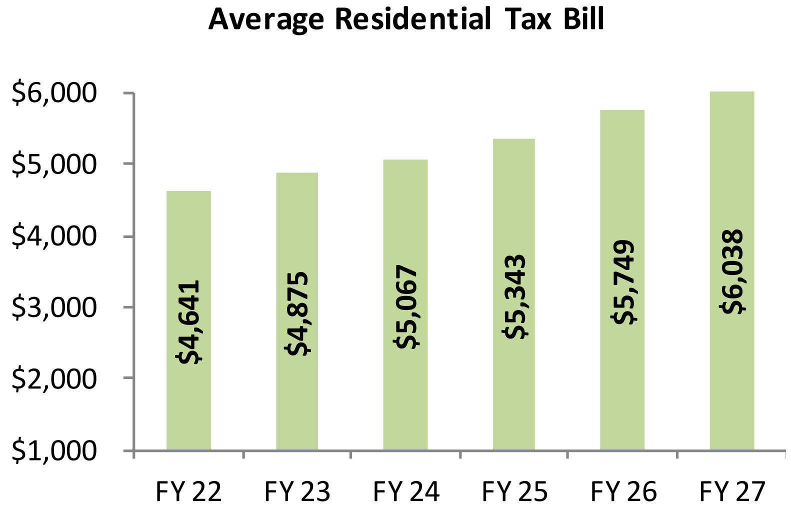
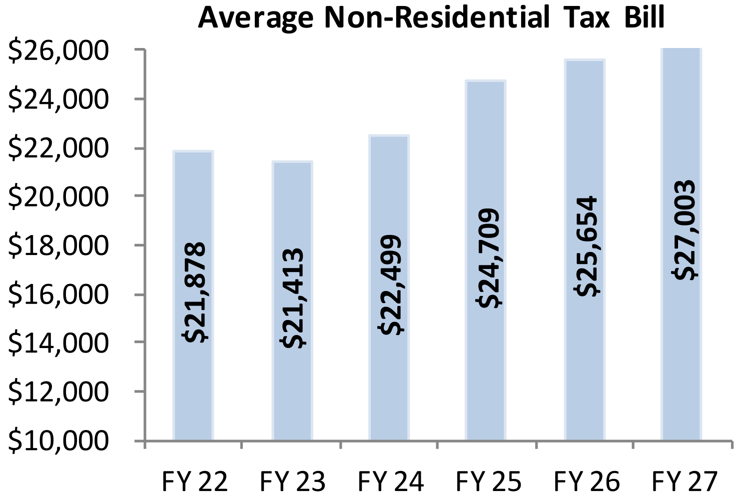
Average Tax Bills

Class	FY 2026 Average Assessment	FY 2026 Average Tax Bill	FY 2027 Average Assessment	FY 2027 Average Tax Bill	$ Change in Bill	% Change in Bill
TOWNHOUSE	381,100	$4,802	411,392	$5,101	$299	6.24%
CONDOS	320,699	$4,041	343,178	$4,255	$215	5.31%
SINGLE FAMILY	565,736	$7,128	600,040	$7,440	$312	4.38%
TOTAL RESIDENTIAL	**456,259**	**$5,749**	**486,941**	**$6,038**	**$289**	**5.03%**
TOTAL NON-RESIDENTIAL	**2,036,066**	**$25,654**	**2,177,638**	**$27,003**	**$1,348**	**5.26%**
TOTAL ALL CLASSES	**$605,100**	**$7,624**	**$646,229**	**$8,013**	**$389**	**5.10%**





Utility Rate Increases

Fiscal Year	Electric *	Water	Sewer *	Storm
FY 2018	0.0%	5.4%	0.0%	$0.12
FY 2019	0.0%	5.0%	5.0%	$0.10
FY 2020	0.0%	5.0%	4.5%	$1.00
FY 2021	0.0%	5.0%	3.0%	$1.00
FY 2022	0.0%	5.0%	3.5%	$1.50
FY 2023	2.0%	3.9%	4.9%	$1.50
FY 2024	4.0%	0.0%	0.0%	$0.00
FY 2025	5.0%	5.0%	5.0%	$0.00
FY 2026	6.5%	8.5%	3.0%	$0.00
FY 2027	**10.5%**	**9.5%**	**3.0%**	**$1.50**

Stormwater Rate increases are non-residential only.

Solid Waste Rates will remain flat.

For FY 2027, the total average impact to the monthly utility bill will be a $15.76 increase, not including any change in PCA pass-through costs.

** % change does not include pass-thru costs such as the Electric Power Cost Adjustment (PCA) or the Sewer UOSA Treatment Costs (UOSA).*

Proposed Use of General Fund Reserves

FY 2027 Proposed Budget Use of General Fund Reserves	
Capital Reserves:	
Housing Investment Project	$3 million
G-024 City Hall / Downtown Parking Garage	$12 million
Total Use of Capital Reserves	**$15 million**
Housing Reserves:	
Transfer to New Housing Investment Fund	$2 million
Total Use of Housing Reserves	**$2 million**
Total Use of General Fund Reserves	**$17 million**

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Core Value: Stewardship

We must be diligent to maintain an atmosphere where public resources are always used for the public good. Our organization constantly strives to provide the greatest possible efficiency and effectiveness in the delivery of public services.

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Proposed Budget Highlights

- Shift in Real Estate Tax Revenue Reliance
- Employee Recruitment & Retention
- School Funding
- Social Services Funding
- Funding of Fire & Rescue Requests
- Housing Investment Fund
- Maintain Service Delivery
- Capital Project Funding
- Utility Rate Increases

Potential Council Enhancements

FY 2027 Proposed Budget Potential Council Enhancements	
Additional Penny Reduction of Tax Rate	$ 850,000
Elimination of Vehicle Decal Fee	$ 950,000
Property Code Enforcement Officer	$ 160,000
Community Center Programming	$ 250,000
Events/Tourism	$ 350,000
Internship Program	$ 100,000

$1,000,000 Available

Budget Review Schedule

Wednesday, February 25, 2026 @ 5:30 p.m.	Budget Work Session - Determine Workshop Priorities
Friday, March 6, 2026 @ 8:30 a.m.	Budget Workshop & Determine Advertised Tax Rate
Wednesday, March 11, 2026 @ 5:30 p.m.	Budget Work Session - Council Requested Topics
Monday, March 16, 2026 @ 5:30 p.m.	City Council Town Hall FY27 Budget Discussion
Wednesday, March 18, 2026 @ 5:30 p.m.	Budget Work Session - Utility Rates Discussion
Wednesday, March 25, 2026 @ 5:30 p.m.	Budget Work Session - City & Schools Joint Budget Work Session
Wednesday, April 1, 2026 @ 5:30 p.m.	Budget Work Session - Council Requested Topics
Monday, April 6, 2026 @ 5:30 p.m.	Budget Work Session - Council Requested Topics
Wednesday, April 8, 2026 @ 5:30 p.m.	Budget Work Session - Council Requested Topics
Monday, April 27, 2026 @ 5:30 p.m.	**Public Hearing on the Updated Budget/ CIP/Revenue Rates**
Wednesday, April 29, 2026 @ 5:30 p.m.	Budget Work Session - Public Hearing Items/Outstanding Issues
Monday, May 11, 2026 @ 5:30 p.m.	First Reading of Tax Rates & Other Rate Ordinances Adoption of the FY 2027 Budget & CIP
Monday, June 8, 2026 @ 5:30 p.m.	Second Reading of Tax Rates & Other Rate Ordinances

www.manassasva.gov/budget

City Council Agenda Item Report

Agenda Item No. 2.1
Submitted by: Christen Miller
Submitting Department: Community Development
Meeting Date: February 23, 2026

Item Title

Ordinance #O-2026-455: ZTA #2026-0001, Zoning Text Amendments - Data Center/Industrial Standards (2nd Reading)
(Staff: Matt Arcieri, AICP, Assistant City Manager/Director of Planning & Community Development)

Suggested Action and/or Recommendation

Approve Ordinance #O-2026-455

Suggested Motion

I move adoption of Ordinance #O-2026-455

Item Type Ordinances
Submitting Department Community Development
Meeting Body City Council
Item ID 2026-455
Drafter Christen Miller
Meeting Date February 23, 2026

Advisory Board/Committee Review

Planning Commission recommended approval November 6, 2025. (4-1)

Fiscal Impact

N/A

Executive Summary and Background Information

As part of the ongoing review of the Zoning Ordinance, Staff recommends that the City annually review the ordinance to make technical corrections and updates to implement the Comprehensive Plan, to address citizen concerns, and to make technical adjustments. The focus of this update is to consider ordinances to address data centers and enhancing industrial zone standards.

Subsequent to the City Council worksession, staff has made one change to the proposed ordinance based on the recommendation of Councilmember Hutson. The architectural requirements have been enhanced to required 20% glazing (glass) for all facades facing a public street, residential area, and other public uses.

ATTACHMENTS

- ORD #O-2026-455: ZTA #2026-0001, Zoning Text Amendments - Data Center/Industrial Standards

- ATTH01 Draft Ordinance Redline

ORDINANCE #O-2026-455

First Reading: February 9, 2026
Second Reading:
Enacted:
Effective:

AN ORDINANCE TO AMEND AND REENACT THE CODE OF ORDINANCES, CITY OF MANASSAS, VIRGINIA (2002), AS AMENDED, BY AMENDING CHAPTER 130 ZONING, ARTICLE II DEFINITIONS, ARTICLE VI PARKING AND LOADING REQUIREMENTS, ARTICLE VIII ZONING DISTRICTS

WHEREAS, pursuant to the Code of Virginia §15.2-2283, zoning ordinances shall be for the general purpose of promoting the health, safety, or general welfare of the public and of further accomplishing the objectives of planning to facilitate the creation of a convenient, attractive, and harmonious community; and

WHEREAS, to effectuate the aforesaid general purposes of zoning and such other purposes as set forth in the Code of Virginia §15.2-2283, the Zoning Ordinance is to be considered a "living" document that is subject to amendment for the purposes of updating the ordinance for public necessity, convenience, general welfare, or good economic development and zoning practices; and

WHEREAS, the City of Manassas recognizes that an annual review and update of the Zoning Ordinance is a best practice to make technical corrections and updates, and ensure the code remains in compliance with current requirements of state and federal laws and regulations; and

WHEREAS, on August 6, 2025, the Planning Commission initiated Zoning Text Amendment #2026-0001 - 2026 Zoning Ordinance Amendments, which were reviewed by the Zoning Ordinance Review Committee on August 13, 2025, August 27, 2025, September 10, 2025, and October 1, 2025; and

WHEREAS, the Planning Commission held a public hearing on November 5, 2025 after full compliance with all State Code public hearing notice requirements and RECOMMENDED the ADOPTION of this ordinance; and

WHEREAS, the City Council held a public hearing on December 8, after full compliance with all State Code public hearing notice requirements; and

WHEREAS, the City Council upon careful consideration finds that approval of ZTA #2026-0001 is justified by public necessity, convenience, and general welfare and is consistent with reasonable economic development and zoning practices, and the State Code; and

WHEREAS, the City Council finds that approval of ZTA #2026-0001 is consistent with the goals, objectives, and strategies of the adopted Comprehensive Plan including emphasis on the quality and character of new growth and development in the City's land use regulations, and review process.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Manassas, Virginia, meeting in regular session this 23rd day of February, 2026.

1. That ZTA #2026-0001 is hereby adopted as follows:

ARTICLE II. DEFINITIONS

Sec. 130-42. Definitions.

Data center means a facility comprised of computer systems and related infrastructure that is designed to store, manage, process, and transmit digital data, but does not include server rooms or information technology infrastructure that are accessory to a public utility or principal use.

ARTICLE VI. PARKING AND LOADING REQUIREMENTS

Sec. 130-204. Off Street Parking Requirements.

§130-204, TABLE 1: MINIMUM OFF-STREET PARKING REQUIREMENTS				
LAND USES DU = Dwelling Unit SF = Building's Gross Square Feet	**REQUIRED OFF-STREET PARKING**	**SPECIAL DISTRICTS**		**EXCEPTIONS/ COMMENTS/ ADDITIONAL REQUIREMENTS**
		DOWNTOWN* ***For B-3 Zoning See §130-204(b)**	**GODWIN TECHNOLOGY, MATHIS, SUDLEY MEDICAL**	
INDUSTRIAL USES				No maximum parking required
Data Center	Zoning Administrator Determination	Zoning Administrator Determination	Zoning Administrator Determination	

Editor's Note: No other changes to §130-204 Table 1.

ARTICLE VIII. ZONING DISTRICTS

DIVISON 1. PERMITTED USES

Sec. 130-241. Use tables.

		§ 130-241 TABLE 2									
		"P"= Permitted By-Right "S"= Special Use Permit is Required									
		ZONING DISTRICTS									ADDITIONAL REQUIREMENTS
CATEGORY	USE TYPE	NON-RESIDENTIAL & MIXED USE DISTRICTS									
INDUSTRIAL		B-2[1]	B-3	B-3.5	PMD	B-1[2]	B-4	I-1	I-2	I-A	
	Data center							P	P		Sec. 130-306 Sec. 130-307

Editor's Note: No other changes to §130-241 Table 2.

Sec. 130-306. I-1 light industrial.

(a) *Purpose and intent.* The I-1 light industrial district is intended to implement the Comprehensive Plan's Godwin Technology Character Area and to provide highly accessible, quality areas that are separated from daily services and residences and are flexible for a variety of business models and scales of operation, including research and development, business offices, light manufacturing, distribution, supply, and related activities.

(b) *Uses permitted.* See §130-241.

(c) *Minimum lot dimensions.* None, except that motor vehicle sales and rental, or heavy equipment sales and rental, shall have a minimum lot area of 20,000 square feet for each sales or rental office.

(d) *Maximum structure height.* No structure shall be greater than 75 feet in height excluding mechanical equipment, which shall be adequately screened. Uses may exceed this height subject to approval of a special use permit in accordance with Article IX of this chapter.

(e) *Minimum setback requirements:*

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[1] All uses subject to floor area limit of 10,000 square feet
[2] Refer to § 130-301 for list of uses subject to 25% gross floor area limit

(1) Front, 15 feet from any lot line, any street or private access easement right-of way line; or half of a foot for each foot in height of a structure that is over 50 feet in height.

(2) Side and rear:

a. None adjacent to a “B” or “I” district lot line.

b. 25 feet from any “R” district lot line. However, when the structure exceeds 25 feet in height, an additional setback of one foot shall be required for each foot in height above 25 feet.

(3) Additional setbacks for the uses Data Center, Manufacturing, Light, and Warehousing and Distribution:

a. Structures that exceed 25 feet in height shall be required to provide an additional setback of 2.5 feet for every foot of height above 25 feet. This standard shall apply when the use is adjacent to the following:

1. Any “R” zoned lot;
2. Any “I” or “B” zoned lot containing a dwelling unit;
3. Any lot with one of the following uses: Child Care Center, Cultural Facility, Day Care Center – Adult, Educational Facility, Hospital, and Parks and Open Space.

(f) *Off-street parking requirements.* See Article VI of this chapter.

(g) Open space and tree canopy requirements. See Article VII of this chapter.

(h) Drive-through windows. Drive-through windows are permitted for all uses in conformance with the DCSM.

(i) Outdoor storage. All uses shall be conducted within a completely enclosed building. All active storage shall either be entirely within buildings enclosed on all sides, or outdoor storage shall be permitted to the side or rear of a principal structure and shall not be located between a principal structure and any adjacent streets. Any outdoor storage area shall be screened on all sides by opaque walls or fences and supplemented by landscaping in addition to the requirements of §130-306 (j) and the DCSM.

(j) *Screening.* To assist in the prevention of the transmission of light, noise, or other deleterious effects from industrial uses into any adjacent “R” or “B” district, and to provide screening between outdoor storage and other uses within the I-1 zone, screening shall be required. Such screening and landscape buffers shall conform to the DCSM and shall be provided as follows:

(1) A continuous six-foot high opaque screen and landscape buffer with a minimum of 25 feet in depth shall be provided along the common boundary line between any “R” district lot line and any I-1 use.

(2) A continuous six-foot high opaque screen shall be provided around all outdoor storage areas abutting and visible from an adjacent “B” or “I” district, or any street rights-of-way.

(3) Exterior exercise areas are permitted for veterinary hospitals and shall be screened on all sides with a continuous six-foot high opaque screen.

(4) All mechanical equipment must be screened from view in accordance with this Chapter and the DCSM. Rooftop mechanical equipment shall be screened from view by a parapet wall or other similar screening method.

(k) *Outdoor display* See §130-61.

(l) *Mechanical equipment standards*.

(1) Mechanical equipment shall be permitted to the side or rear of a principal structure unless otherwise prohibited by this section.

(2) Mechanical equipment shall not be located between a principal structure and any adjacent streets unless the equipment is screened from view. Such screening shall meet the standards of the DCSM.

(3) Mechanical equipment for the uses Data Center, Manufacturing, Light, and Warehousing and Distribution shall not be located between the principal structure and any “R” zoned lot, any “B” zoned lot containing a dwelling unit, Child Care Center, Cultural Facility, Day Care Center - Adult, Educational Facility, Hospital, or Parks and Open Space.

(m) *Principal structure façade standards*.

(1) The standards of this subsection shall apply to new principal structures for the uses Data Center, Manufacturing, Light and Warehousing and Distribution.

(2) Variations to the structure’s façade shall be provided to diminish and mitigate the height, width, and scale of the structure, providing a design that is compatible to the surrounding community and streetscape.

(3) The structure shall have a variation in its façade for every 100 feet of linear area. For structure’s with less than 100 feet of linear area, at least 35% of the building façade shall contain at least one variation.

(4) Variations in the structure’s façade shall be consistent with the overall design of the structure.

(5) To qualify as a variation, the structure shall include a change in building materials, color, or similar variation.

(6) Landscaped berms, enhanced landscape plantings, and tree preservation can be considered for credit towards a part of the required variation. The calculation for this credit shall meet the standards established in the DCSM.

(7) In addition to variation of the façade, the structure shall contain a minimum of 20% glazing on any façade facing a public street or any “R” zoned lot, any “B” zoned lot containing a dwelling unit, Child Care Center, Cultural Facility, Day Care Center - Adult, Educational Facility, Hospital, or Parks and Open Space.

(n) *Noise standards*.

(1) Noise shall meet the requirements of Chapter 58 (Environment).

(2) Additional noise standards for the uses Data Center, Manufacturing, Light and Warehousing and Distribution:

a. A noise study demonstrating that the use meets Chapter 58 (Environment) shall be submitted with the special use permit and site plan application and recommended mitigation shall be incorporated into the approved site plan and/or building plans.

b. A post-construction noise study shall be submitted within 30 days after the use is operational demonstrating compliance with Chapter 58 (Environment).

Sec. 130-307. I-2 heavy industrial.

(a) *Purpose and intent.* The I-2 heavy industrial district is intended to provide highly accessible, quality areas for existing heavy industrial uses that are separated from daily services and residences, and are flexible for a variety of business models and scales of operation due to their heavy truck traffic, excessive noise, and/or unique manufacturing needs.

(b) *Uses permitted.* See §130-241.

(c) *Minimum lot dimensions.* None, except that motor vehicle sales and rental, or heavy equipment sales and rental, shall have a minimum lot area of 20,000 square feet for each sales or rental office.

(d) *Maximum structure height.* No structure shall be greater than 75 feet in height, excluding mechanical equipment, which shall be adequately screened. Broadcasting and telecommunication towers, public facilities, and public utility uses may exceed this height subject to approval of a special use permit in accordance with Article IX of this chapter.

(e) *Minimum setback requirements:*

a. Front, 15 feet from any lot line, any street or private access easement right-of-way line, unless otherwise specified in this chapter; or half of a foot for each foot in height of a structure that is over 50 feet in height.

b. Side and rear:

i. None adjacent to a “B” or “I” district lot line.

ii. 25 feet from any “R” district lot line. However, when the structure exceeds 25 feet in height, an additional setback of one foot shall be required for each foot in height above 25 feet.

c. Additional setbacks for the uses Data Center, Manufacturing, Heavy, Truck Terminal, and Warehousing and Distribution:

i. Structures that exceed 25 feet in height shall be required to provide an additional setback of 2.5 feet for every foot of height above 25 feet. This standard shall apply when the use is adjacent to the following:

1. Any “R” zoned lot;
2. Any “I” or “B” zoned lot containing a dwelling unit;
3. Any lot with one of the following uses: Child Care Center, Cultural Facility, Day Care Center – Adult, Educational Facility, Hospital, and Parks and Open Space.

(f) *Off-street parking requirements.* See Article VI of this chapter.

(g) *Open space and tree canopy requirements.* See Article VII of this chapter.

(h) *Drive-through windows*. Drive-through windows are permitted for all uses in conformance with the DCSM.

(i) *Outdoor Storage.* Outdoor storage may be permitted to the side or rear of a principal structure, and shall not be located between a principal structure and any adjacent streets. The outdoor storage area shall be screened on all sides by opaque walls or fences and supplemented by landscaping in addition to the requirements §130-307 (j) and the DCSM.

(j) *Screening.* To assist in the prevention of the transmission of light, noise or other deleterious effects from industrial uses into any adjacent “R” or “B” district, and to provide screening between outdoor storage and other uses within the I-2 zone, screening shall be required. Such screening and landscape buffers shall conform to the DCSM and shall be provided as follows:

(1) A continuous six-foot high opaque screen and landscape buffer with a minimum of 25 feet in depth shall be provided along the common boundary line between any “R” district lot line and any I-2 use.

(2) A continuous six-foot high opaque screen shall be provided around all outdoor storage areas abutting and visible from an adjacent “B” or “I” district, or any street rights-of-way.

(3) All mechanical equipment must be screened from view in accordance with this Chapter and the DCSM. Rooftop mechanical equipment shall be screened from view by a parapet wall or other similar screening method.

(k) *Outdoor display.* See §130-61.

(l) *Mechanical equipment standards.*

(1) Mechanical equipment shall be permitted to the side or rear of a principal structure unless otherwise prohibited by this section.

(2) Mechanical equipment shall not be located between a principal structure and any adjacent streets unless the equipment is screened from view in accordance with this Chapter and the DCSM.

(3) Mechanical equipment for the uses Data Center, Manufacturing, Light, Manufacturing, Heavy, Truck Terminal, and Warehousing and Distribution shall not be located between the principal structure and any “R” zoned lot, any “I” or “B” zoned lot containing a dwelling unit, and the following uses: Child Care Center, Cultural Facility, Day Care Center – Adult, Educational Facility, or Parks and Open Space.

(m) *Principal structure façade standards*.

(1) The standards of this subsection shall apply to new principal structures for the uses Data Center, Manufacturing, Light, Manufacturing, Heavy, Truck Terminal, and Warehousing and Distribution.

(2) Variations to the structure’s façade shall be provided to diminish and mitigate the height, width, and scale of the structure, providing a design that is compatible to the surrounding community and streetscape.

(3) The structure shall have a variation in its façade for every 100 feet of linear area. For structure’s with less than 100 feet of linear area, at least 35% of the building façade shall contain at least one variation.

(4) Variations in the structure’s façade shall be consistent with the overall design of the structure.

(5) To qualify as a variation, the structure shall include a change in building materials, color, or similar variation.

(6) Landscaped berms, enhanced landscape plantings, and tree preservation can be considered for credit towards a part of the required variation. The calculation for this credit shall meet the standards established in the DCSM.

(7) In addition to variation of the façade, the structure shall contain a minimum of 20% glazing on any façade facing a public street or any “R” zoned lot, any “B” zoned lot containing a dwelling unit, Child Care Center, Cultural Facility, Day Care Center - Adult, Educational Facility, Hospital, or Parks and Open Space.

(n) *Noise standards*.

(1) Noise shall meet the requirements of Chapter 58 (Environment).

(2) Additional noise standards for the uses Data Center, Manufacturing, Light, Manufacturing, Heavy, Truck Terminal, and Warehousing and Distribution:

a. A noise study demonstrating that the use meets Chapter 58 (Environment) shall be submitted with the special use permit and site plan application and recommended mitigation shall be incorporated into the approved site plan and/or building plans.

b. A post-construction noise study shall be submitted within 30 days after the use is operational demonstrating compliance with Chapter 58 (Environment).

2. This ordinance shall take effect upon second reading.

____
Michelle Davis-Younger MAYOR
On behalf of the City Council of
Manassas, Virginia

ATTEST:

____
Eric W. Smith II City Clerk

MOTION:

SECOND:

RE:

ACTION:

<u>Votes:</u>
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

ARTICLE II. DEFINITIONS

Sec. 130-42. Definitions.

Data center means a facility comprised of computer systems and related infrastructure that is designed to store, manage, process, and transmit digital data, but does not include server rooms or information technology infrastructure that are accessory to a public utility or principal use.

ARTICLE VI. PARKING AND LOADING REQUIREMENTS

Sec. 130-204. Off Street Parking Requirements.

§130-204, TABLE 1: MINIMUM OFF-STREET PARKING REQUIREMENTS				
LAND USES DU = Dwelling Unit SF = Building's Gross Square Feet	**REQUIRED OFF-STREET PARKING**	**SPECIAL DISTRICTS**		**EXCEPTIONS/ COMMENTS/ ADDITIONAL REQUIREMENTS**
		DOWNTOWN* ***For B-3 Zoning See §130-204(b)**	**GODWIN TECHNOLOGY, MATHIS, SUDLEY MEDICAL**	

INDUSTRIAL USES				No maximum parking required
Data Center	Zoning Administrator Determination	Zoning Administrator Determination	Zoning Administrator Determination	

Editor's Note: No other changes to §130-204 Table 1.

ARTICLE VIII. ZONING DISTRICTS

DIVISON 1. PERMITTED USES

Sec. 130-241. Use tables.

		§ 130-241 TABLE 2									
		"P"= Permitted By-Right "S"= Special Use Permit is Required									
		ZONING DISTRICTS									**ADDITIONAL REQUIREMENTS**
CATEGORY	**USE TYPE**	**NON-RESIDENTIAL & MIXED USE DISTRICTS**									
INDUSTRIAL		**B-2[1]**	**B-3**	**B-3.5**	**PMD**	**B-1[2]**	**B-4**	**I-1**	**I-2**	**I-A**	
	Data center							P	P		Sec. 130-306 Sec. 130-307

Editor's Note: No other changes to §130-241 Table 2.

Sec. 130-306. I-1 light industrial.

(a) *Purpose and intent.* The I-1 light industrial district is intended to implement the Comprehensive Plan's Godwin Technology Character Area and to provide highly accessible, quality areas that are separated from daily services and residences and are flexible for a variety of business models and scales of operation, including research and development, business offices, light manufacturing, distribution, supply, and related activities.

(b) *Uses permitted.* See §130-241.

(c) *Minimum lot dimensions.* None, except that motor vehicle sales and rental, or heavy equipment sales and rental, shall have a minimum lot area of 20,000 square feet for each sales or rental office.

(d) *Maximum structure height.* No structure shall be greater than 75 feet in height excluding mechanical equipment, which shall be adequately screened. Uses may exceed this height subject to approval of a special use permit in accordance with Article IX of this chapter.

(e) *Minimum setback requirements:*

[1] All uses subject to floor area limit of 10,000 square feet
[2] Refer to § 130-301 for list of uses subject to 25% gross floor area limit

(1) Front, 15 feet from any lot line, any street or private access easement right-of way line; or half of a foot for each foot in height of a structure that is over 50 feet in height.

(2) Side and rear:

a. None adjacent to a "B" or "I" district lot line.

b. 25 feet from any "R" district lot line. However, when the structure exceeds 25 feet in height, an additional setback of one foot shall be required for each foot in height above 25 feet.

(3) Additional setbacks for the uses Data Center, Manufacturing, Light, and Warehousing and Distribution:

a. Structures that exceed 25 feet in height shall be required to provide an additional setback of 2.5 feet for every foot of height above 25 feet. This standard shall apply when the use is adjacent to the following:

1. Any "R" zoned lot;

2. Any "I" or "B" zoned lot containing a dwelling unit;

~~1.~~3. Any lot with one of the following uses: Child Care Center, Cultural Facility, Day Care Center – Adult, Educational Facility, Hospital, and Parks and Open Space.

(f) *Off-street parking requirements.* See Article VI of this chapter.

(g) *Open space and tree canopy requirements.* See Article VII of this chapter.

(h) *Drive-through windows*. Drive-through windows are permitted for all uses in conformance with the DCSM.

(I) *Outdoor storage.* All uses shall be conducted within a completely enclosed building. All active storage shall either be entirely within buildings enclosed on all sides, or outdoor storage shall be permitted to the side or rear of a principal structure and shall not be located between a principal structure and any adjacent streets. Any outdoor storage area shall be screened on all sides by opaque walls or fences and supplemented by landscaping in addition to the requirements of §130-306 (j) and the DCSM.

(j) *Screening.* To assist in the prevention of the transmission of light, noise, or other deleterious effects from industrial uses into any adjacent "R" or "B" district, and to provide screening between outdoor storage and other uses within the I-1 zone, screening shall be required. Such screening and landscape buffers shall conform to the DCSM and shall be provided as follows:

(1) A continuous six-foot high opaque screen and landscape buffer with a minimum of 25 feet in depth shall be provided along the common boundary line between any "R" district lot line and any I-1 use.

(2) A continuous six-foot high opaque screen shall be provided around all outdoor storage areas abutting and visible from an adjacent "B" or "I" district, or any street rights-of-way.

(3) Exterior exercise areas are permitted for veterinary hospitals and shall be screened on all sides with a continuous six-foot high opaque screen.

~~(3)~~(4) All mechanical equipment must be screened from view in accordance with this Chapter and the DCSM. Rooftop mechanical equipment shall be screened from view by a parapet wall or other similar screening method.

(k) *Outdoor display* See §130-61.

(l) Mechanical equipment standards.

(1) Mechanical equipment shall be permitted to the side or rear of a principal structure unless otherwise prohibited by this section.

(2) Mechanical equipment shall not be located between a principal structure and any adjacent streets unless the equipment is screened from view. Such screening shall meet the standards of the DCSM. .

(3) Mechanical equipment for the uses Data Center, Manufacturing, Light, and Warehousing and Distribution shall not be located between the principal structure and any "R" zoned lot, any "B" zoned lot containing a dwelling unit", Child Care Center, Cultural Facility, Day Care Center - Adult, Educational Facility, Hospital, or Parks and Open Space.

(m) Principal structure façade standards.

(1) The standards of this subsection shall apply to new principal structures for the uses Data Center, Manufacturing, Light and Warehousing and Distribution.

(2) Variations to the structure's façade shall be provided to diminish and mitigate the height, width, and scale of the structure, providing a design that is compatible to the surrounding community and streetscape.

(3) The structure shall have a variation in its façade for every 100 feet of linear area. For structure's with less than 100 feet of linear area, at least 35% of the building façade shall contain at least one variation.

(4) Variations in the structure's façade shall be consistent with the overall design of the structure.

(5) To qualify as a variation, the structure shall include a change in building materials, color, or similar variation.

~~(1)~~(6) Landscaped berms, enhanced landscape plantings, and tree preservation can be considered for credit towards a part of the required variation. The calculation for this credit shall meet the standards established in the DCSM.

(7) In addition to variation of the façade, the structure shall contain a minimum of 20% glazing on any façade facing a public street or any "R" zoned lot, any "B" zoned lot containing a dwelling unit", Child Care Center, Cultural Facility, Day Care Center - Adult, Educational Facility, Hospital, or Parks and Open Space.

(n) Noise standards.

(1) Noise shall meet the requirements of Chapter 58 (Environment).

(2) Additional noise standards for the uses Data Center, Manufacturing, Light and Warehousing and Distribution:

a. A noise study demonstrating that the use meets Chapter 58 (Environment) shall be submitted with the special use permit and site plan application and recommended mitigation shall be incorporated into the approved site plan and/or building plans.

b. A post-construction noise study shall be submitted within 30 days after the use is operational demonstrating compliance with Chapter 58 (Environment).

Sec. 130-307. I-2 heavy industrial.

(a) *Purpose and intent.* The I-2 heavy industrial district is intended to provide highly accessible, quality areas for existing heavy industrial uses that are separated from daily services and residences, and are flexible for a variety of business models and scales of operation due to their heavy truck traffic, excessive noise, and/or unique manufacturing needs.

(b) *Uses permitted.* See §130-241.

(c) *Minimum lot dimensions.* None, except that motor vehicle sales and rental, or heavy equipment sales and rental, shall have a minimum lot area of 20,000 square feet for each sales or rental office.

(d) *Maximum structure height.* No structure shall be greater than 75 feet in height, excluding mechanical equipment, which shall be adequately screened. Broadcasting and telecommunication towers, public facilities, and public utility uses may exceed this height subject to approval of a special use permit in accordance with Article IX of this chapter.

(e) *Minimum setback requirements:*

~~(4)~~(1) Front, 15 feet from any lot line, any street or private access easement right-of-way line, unless otherwise specified in this chapter; or half of a foot for each foot in height of a structure that is over 50 feet in height.

~~(5)~~(2) Side and rear:

i. None adjacent to a "B" or "I" district lot line.

ii. 25 feet from any "R" district lot line. However, when the structure exceeds 25 feet in height, an additional setback of one foot shall be required for each foot in height above 25 feet.

(3) Additional setbacks for the uses Data Center, Manufacturing, Heavy, Truck Terminal, and Warehousing and Distribution:

i. Structures that exceed 25 feet in height shall be required to provide an additional setback of 2.5 feet for every foot of height above 25 feet. This standard shall apply when the use is adjacent to the following:

1. Any “R” zoned lot;

2. Any “I” or “B” zoned lot containing a dwelling unit;

~~1.~~3. Any lot with one of the following uses: Child Care Center, Cultural Facility, Day Care Center – Adult, Educational Facility, Hospital, and Parks and Open Space.

(f) *Off-street parking requirements.* See Article VI of this chapter.

(g) *Open space and tree canopy requirements.* See Article VII of this chapter.

(h) *Drive-through windows*. Drive-through windows are permitted for all uses in conformance with the DCSM.

(i) *Outdoor Storage.* Outdoor storage may be permitted to the side or rear of a principal structure, and shall not be located between a principal structure and any adjacent streets. The outdoor storage area shall be screened on all sides by opaque walls or fences and supplemented by landscaping in addition to the requirements §130-307 (j) and the DCSM.

(j) *Screening.* To assist in the prevention of the transmission of light, noise or other deleterious effects from industrial uses into any adjacent “R” or “B” district, and to provide screening between outdoor storage and other uses within the I-2 zone, screening shall be required. Such screening and landscape buffers shall conform to the DCSM and shall be provided as follows:

(1) A continuous six-foot high opaque screen and landscape buffer with a minimum of 25 feet in depth shall be provided along the common boundary line between any “R” district lot line and any I-2 use.

(2) A continuous six-foot high opaque screen shall be provided around all outdoor storage areas abutting and visible from an adjacent “B” or “I” district, or any street rights-of-way.

~~(2)~~(3) All mechanical equipment must be screened from view in accordance with this Chapter and the DCSM. Rooftop mechanical equipment shall be screened from view by a parapet wall or other similar screening method.

(k) *Outdoor display.* See §130-61.

(l) *Mechanical equipment standards.*

(1) Mechanical equipment shall be permitted to the side or rear of a principal structure unless otherwise prohibited by this section.

(2) Mechanical equipment shall not be located between a principal structure and any adjacent streets unless the equipment is screened from view in accordance with this Chapter and the DCSM.

(3) Mechanical equipment for the uses Data Center, Manufacturing, Light, Manufacturing, Heavy, Truck Terminal, and Warehousing and Distribution shall not be located between the principal structure and any “R” zoned lot, any “I” or “B” zoned lot containing a

dwelling unit, and the following uses: Child Care Center, Cultural Facility, Day Care Center – Adult, Educational Facility, or Parks and Open Space.

(m) *Principal structure façade standards*.

(1) The standards of this subsection shall apply to new principal structures for the uses Data Center, Manufacturing, Light, Manufacturing, Heavy, Truck Terminal, and Warehousing and Distribution.

(2) Variations to the structure's façade shall be provided to diminish and mitigate the height, width, and scale of the structure, providing a design that is compatible to the surrounding community and streetscape.

(3) The structure shall have a variation in its façade for every 100 feet of linear area. For structure's with less than 100 feet of linear area, at least 35% of the building façade shall contain at least one variation.

(4) Variations in the structure's façade shall be consistent with the overall design of the structure.

(5) To qualify as a variation, the structure shall include a change in building materials, color, or similar variation.

(6) Landscaped berms, enhanced landscape plantings, and tree preservation can be considered for credit towards a part of the required variation. The calculation for this credit shall meet the standards established in the DCSM.

(7) In addition to variation of the façade, the structure shall contain a minimum of 20% glazing on any façade facing a public street or any "R" zoned lot, any "B" zoned lot containing a dwelling unit", Child Care Center, Cultural Facility, Day Care Center - Adult, Educational Facility, Hospital, or Parks and Open Space.

(n) *Noise standards*.

(1) Noise shall meet the requirements of Chapter 58 (Environment).

(2) Additional noise standards for the uses Data Center, Manufacturing, Light, Manufacturing, Heavy, Truck Terminal, and Warehousing and Distribution:

a. A noise study demonstrating that the use meets Chapter 58 (Environment) shall be submitted with the special use permit and site plan application and recommended mitigation shall be incorporated into the approved site plan and/or building plans.

b. A post-construction noise study shall be submitted within 30 days after the use is operational demonstrating compliance with Chapter 58 (Environment).

City Council Agenda Item Report

Agenda Item No. 2.2
Submitted by: Christen Miller
Submitting Department: Community Development
Meeting Date: February 23, 2026

Item Title

Resolution #R-2026-658 Prince William Parkway at Clover Hill Road Intersection Improvements (Staff: Matt Arcieri, AICP, Assistant City Manager/Director of Planning & Community Development)

Suggested Action and/or Recommendation

Suggested Motion

I move that Resolution #R-2026-658 be approved.

Item Type Resolutions
Submitting Department Community Development
Meeting Body City Council
Item ID 2026-658
Drafter Christen Miller
Meeting Date February 23, 2026

Advisory Board/Committee Review

City Council Work Session - February 17, 2026

Fiscal Impact

N/A

Executive Summary and Background Information

In 2022, Prince William County developed a concept for a bowtie at the Prince William Parkway and Cover Hill Road intersection. The County subsequently conducted additional traffic analysis that projected 2040 traffic volumes would increase and concluded that the at-grade improvements were not adequate to support the volumes. Therefore, the County is now proposing a Diverging Diamond Interchange (DDI) at Prince William Parkway and Clover Hill Road and a roundabout at Clover Hill Road and Godwin Drive as the preferred alternative. The County is seeking endorsement of the project before proceeding with public engagement, environmental review, and funding applications.

ATTACHMENTS

- RES #R-2026-658 Prince William Parkway at Clover Hill Road Intersection Improvements

MOTION: _________________ **February 23, 2026**
Regular Meeting
SECOND: _________________ **Resolution #2026-658**

RE: **Prince William Parkway at Clover Hill Road intersection improvements**

WHEREAS, the Prince William Parkway (Route 234) at Clover Hill Road Intersection carries traffic volumes of approximately 43,000 vehicles per day according to VDOT published 2024 ADT data, serves as the primary access for the Manassas Regional Airport, and is located on a corridor of local, regional and state significance designated as high priority for safety improvements; and

WHEREAS, the City of Manassas ("City") and Prince William County ("County") jointly recognize the need to improve safety, reduce congestion, and enhance multimodal connectivity at this intersection and along Clover Hill Road; an adjoining road on the southeast jurisdictional boundary lines; and

WHEREAS, a Virginia Department of Transportation ("VDOT") 2018 study identified the need for operational and safety improvements to the intersection of Prince William Parkway and Clover Hill Road and improvements to adjacent intersections including Clover Hill Road and Godwin Drive located within City boundaries, and recommended at-grade improvements that the County subsequently sought funding to advance the project with the City's support; and

WHEREAS, the County subsequently conducted additional traffic analysis that projected 2040 traffic volumes would increase approximately more than 30 percent in the AM and PM peak periods with the expansion, and concluding that the at-grade improvements were not adequate to support the volumes at the Prince William Parkway and Clover Hill Road intersection; and

WHEREAS, the second phase of the traffic analysis conducted in accordance with the Virginia Intersection and Interchange Control Assessment Program (iCAP) identified the preferred alternative was a Diverging Diamond Interchange (DDI) at Prince William Parkway and Clover Hill Road. A subsequent analysis indicated that a roundabout at Clover Hill Road and Godwin Drive, that included pedestrian and bicycle facilities, was a preferred alternative; and

WHEREAS, the County completed conceptual design and would like to proceed with public involvement, environmental review, and applicable state and federal approvals, as well as seeking state, regional, and federal funding opportunities in 2026 to continue advancement the project; and

WHEREAS, the City recognizes the regional transportation, economic development, and airport access benefits of the project and desires to formally express its support for the advancement of the project including partnering with public engagement, plan reviews, and funding applications; and

WHEREAS, the County commits to administering the project if funds are received coordinating with the City through all phases of development; and

WHEREAS, the City acknowledges that implementation of transportation improvements will require the acquisition of right-of-way or easements and that any such acquisitions within City limits would be undertaken by the city in accordance with applicable law; and

WHEREAS, the City will assume the maintenance responsibilities of the proposed roundabout and other improvements within the City's limits upon completion.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council hereby endorses the revised Prince William Parkway and Clover Hill Road project and hereto agrees to support the project as stated in this Resolution.

____
Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

ATTEST:

____
Eric W. Smith City Clerk

<u>Votes:</u>
Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

City Council Agenda Item Report

Agenda Item No. 1.1
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: February 23, 2026

Item Title

Proclamation: Irish American Heritage Month

Suggested Action and/or Recommendation

Suggested Motion

Item Type Proclamations
Submitting Department City Clerk
Meeting Body City Council

Item ID 2026-665
Drafter Eric Smith
Meeting Date February 23, 2026

ATTACHMENTS

- Proclamation: Irish American Heritage Month

P R O C L A M A T I O N

WHEREAS, *Irish Heritage Month* is observed in March of each year in the City of Manassas, providing an opportunity for all residents to celebrate and appreciate the significant impact of Irish culture, traditions, and accomplishments; and

WHEREAS, Americans of Irish heritage have made invaluable contributions to various aspects of society, including but not limited to, arts, sciences, politics, business, and sports, enriching the diverse tapestry of our city; and

WHEREAS, Americans of Irish descent have played and continue to play a critical economic, cultural and social role in every sphere of American life; and

WHEREAS, the spirit of the Irish community is marked by resilience, determination, and a commitment to fostering a sense of unity and inclusivity among all citizens; and

WHEREAS, celebrating *Irish Heritage Month* gives us an opportunity to honor and recognize individuals who have contributed to the history, society and culture of the United States of America; and

WHEREAS, today more than 39 million Americans who claim Irish heritage, a number almost seven times greater than the entire population of Ireland today, can look back with pride on the many achievements and contributions of their ancestors.

NOW, THEREFORE, I, Michelle Davis-Younger, and on behalf of the Manassas City Council, hereby proclaim the month of March 2026 as

Irish Heritage Month

in the City of Manassas and urge all residents of the City of Manassas to celebrate the contributions made by individuals of Irish descent and to observe this month with appropriate programs, ceremonies and activities that honor and celebrate the enduring legacy of the Irish-American community.

ATTEST:

Michelle Davis-Younger

Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

Eric W. Smith II City Clerk

City Council Agenda Item Report

Agenda Item No. 3.1
Submitted by: Eric Smith
Submitting Department: Economic Development
Meeting Date: February 23, 2026

Item Title

Ordinance #O-2026-443 Conveyance of Property – The Landing at Cannon Branch to Good Housing VA, LLC (2nd Reading)
(Patrick Small, Economic Development Director)

Suggested Action and/or Recommendation

Approve the 2nd reading of the ordinance authorizing the conveyance.

Suggested Motion

I move adoption of Ordinance #2026-443.

Item Type Ordinances
Submitting Department Economic Development
Meeting Body City Council

Item ID 2026-443
Drafter Eric Smith
Meeting Date February 23, 2026

Advisory Board/Committee Review

N/A

Fiscal Impact

The Sale Price is $3,000,000. One of the conditions on the sale is City Council's appropriation of a $6,000,000 loan to Good Housing to support the development and construction of the affordable housing project.

Executive Summary and Background Information

Good Housing VA is proposing to purchase the former DMV building and surrounding property at the Landing at Cannon Branch to construct a single four-story residential structure containing approximately 100 affordable housing units. The property that is the subject of the conveyance is a new parcel of approximately 130,257 square feet of real property, that includes 73,043 square feet taken from 9800 Godwin Drive, Manassas, VA, also identified as City Tax Map No. 102-01-00-40H, and 57,214 square feet of real property taken from 10500 Gateway Blvd., also identified as City Tax Map No. 102-10-00-1B2. The boundaries of the property to be conveyed are shown on a (exhibit) entitled "Boundary Line Adjustment and Subdivision of the Property of City of Manassas," prepared by IMEG and dated 11/10/2025. If the conveyance is approved, this property will be conveyed subject to such terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate, which is attached to and incorporated into the ordinance.

ATTACHMENTS

- ORD #O-2026-443 Conveyance of Property â€“ The Landing at Cannon Branch to Good Housing VA, LLC
- ATTH01 Execution Version - Landings at Cannon Branch Agreement for Purchase and Sale

MOTION: **December 8, 2025**
Regular Meeting
SECOND: **Ord. No. O-2026-443**

RE: AN UNCODIFIED ORDINANCE AUTHORIZING CONVEYANCE OF CITY-OWNED REAL PROPERTY AT THE LANDING AT CANNON BRANCH TO GOOD HOUSING VA, LLC

WHEREAS, Good Housing VA, LLC is proposing to acquire approximately 2.99 acres of land located in the City of Manassas, Virginia, currently improved with a 10,973 square foot vacant office building, and being a subdivided portion of the parcels identified as tax map #102-10-00-1B2 and 102-01-00-40H. The boundaries of the property to be conveyed are shown on the "Exhibit Showing Boundary Line Adjustment and Subdivision of the Property of City of Manassas", prepared by IMEG and dated November 10, 2025; and

WHEREAS, Good Housing is proposing to construct a single four-story residential structure that will contain approximately 100 affordable housing units; and

WHEREAS, City Council has reviewed the Agreement for Purchase and Sale of Real Estate by and between the City of Manassas and Good Housing VA, LLC that outlines the terms and conditions of the sale and under which the property will be developed; and

WHEREAS, on December 8, 2025 the City Council of the City of Manassas held an advertised public hearing pursuant to Virginia Code sec. 15.2-1800 (B) on the conveyance of the property described herein to Good Housing VA; and

WHEREAS, the City Council determines that the sale of the property is necessary to affect the development of new housing and is in the public interest.

NOW, THEREFORE, BE IT ORDAINED that the Manassas City Council does hereby approve the conveyance of City-owned real property to Good Housing VA, LLC. The property that is the subject of the conveyance is a new parcel of approximately 2.99 acres of land located in the City of Manassas, Virginia, currently improved with a 10,973 square foot vacant office building, and being a subdivided portion of the parcels identified as tax map #102-10-00-1B2 and 102-01-00-40H. The boundaries of the property to be conveyed are shown on the "Exhibit Showing Boundary Line Adjustment and Subdivision of the Property of City of Manassas", prepared by IMEG and dated November 10, 2025. The property will be conveyed subject to such terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate, a copy of which is attached hereto and incorporated into this Ordinance as if fully set out herein.

BE IT FURTHER ORDAINED that the City Manager, or designee, is hereby authorized to execute the Purchase and Sale Agreement on behalf of the City in form approved by the City Attorney and any other documents necessary to complete the purchase as contemplated in the Agreement.

This ordinance shall become effective upon second reading.

____
Michelle Davis-Younger Mayor

On behalf of the City Council
of Manassas, Virginia

ATTEST:

____

Eric W. Smith II City Clerk

Votes:

Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement") is made this __________________ (the "Effective Date"), by and between the City of Manassas, a municipal corporation of the Commonwealth of Virginia (the "Seller") and Good Housing VA, LLC, a Virginia limited liability company ("Purchaser"). Seller and Purchaser may be collectively referred to herein as "Parties" and each a "Party".

RECITALS

A. Seller is the sole legal owner of all that certain lot, tract or parcel of real estate containing approximately 2.99 acres of land located in the City of Manassas, Virginia (the "City"), currently improved with a 10,973 square foot vacant office building (the "Existing Improvement"), and being a subdivided portion of the parcels identified as tax map #102-10-00-1B2 and 102-01-00-40H further subject to the Manassas Gateway Rezoning #2016-02 (Ordinance #O-2016-12) and more particularly shown on the exhibit labeled "The Landing at Cannon Branch – Good Housing VA Property" attached to this Agreement as Exhibit A (the "Parent Parcel"), to be supplemented with the boundary survey once finalized.

B. Purchaser desires to acquire the portion of the Parent Parcel in the approximate location as shown as the "LIHTC Parcel" on the "Exhibit Showing Boundary Line Adjustment and Subdivision of the Property of City of Manassas" attached hereto as Exhibit B (the "Property"), upon which Purchaser intends to demolish the Existing Improvement to develop and construct an affordable housing project (the "Intended Purpose") comprised of a single four-story residential structure (the "AHU Building") that will contain approximately one hundred (100) Affordable Housing Units ("AHUs") with appurtenant surface parking spaces (the "Project").

For purposes hereof, an "Affordable Housing Unit" or "AHU" is defined as a dwelling unit for rent developed pursuant to a Virginia Housing ("VH") Low Income Housing Tax Credit program. Such VH program will set forth the applicable income limits; however, Purchaser will request such rents to be affordable to households earning of an average of 60% Area Median Income ("AMI") as posted annually by the US Department of Housing and Urban Development ("HUD") for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Statistical Area.

C. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, for the Intended Purpose, on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase the Property from Seller.

2. Purchase Price. The purchase price for the Property shall be THREE MILLION AND 00/100 DOLLARS ($3,000,000.00) (the "Purchase Price"), provided the final Site Plan (as defined hereinbelow in Section 12.A.) yields one hundred (100) AHUs. In the event the Site Plan yields more or less than one hundred (100) AHUs, then the Purchase Price shall adjust upward or downward by THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00) per AHU yielded by the Site Plan. The Purchase Price shall be payable as follows:

A. An initial deposit of TEN THOUSAND AND 00/100 DOLLARS ($10,000.00) (the "Initial Deposit"), shall be paid to Safe Harbor Title Company as escrow agent (the "Title Company"), within three (3) business days after the Effective Date, to be held and disbursed in accordance with the terms of this Agreement.

B. An additional deposit of ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS ($160,000.00) (the "Second Deposit") shall be paid to the Title Company as escrow agent within three (3) business days after the Bond Inclusion Date (as defined below), in connection with the Project Financing, as described herein below, pursuant to Section 6. Purchaser, at its election and expense, may post an irrevocable standby letter of credit in lieu of cash. The letter of credit must have an initial term of not less than one (1) year from the Effective Date of this Agreement and be issued by a commercial bank reasonably acceptable to Seller that has an office in the Commonwealth of Virginia that accepts requests for draws on such letter of credit. The Initial Deposit shall be fully refundable up to the delivery of the Second Deposit, at which time both deposits (the Initial Deposit together with the Second Deposit and any interest accrued thereon, are hereinafter collectively referred to as the "Deposits") become non-refundable, except as otherwise expressly provided in this Agreement. If Purchaser fails to pay the Initial Deposit or the Second Deposit when due, and such failure to pay continues for ten (10) business days after notice from Seller to Purchaser of such failure, Seller may terminate this Agreement by providing written notice to Purchaser.

C. The balance of the Purchase Price, subject to adjustments and prorations as described herein, shall be paid to Seller at Closing, as hereinafter defined, by cashier's check, wire transfer or other immediately available funds.

D. Title Company shall promptly place the Deposits, into an interest-bearing, federally insured deposit account with a state or national bank whose accounts are federally insured. The Title Company shall hold and disburse the Deposits in accordance with the provisions of this Agreement and any escrow agreement required by the Title Company. All interest accrued on the Deposits shall be applied towards the Purchase Price at Closing or be disbursed prior to Closing in the event of a default by a party hereto as provided in Section 15 hereof, or in the event of termination during the Feasibility Period as provided in Section 3.D. hereof, or in the event of termination for Title Objections in Section 4 hereof.

3. Feasibility Period.

A. For a period of ninety (90) days after the Effective Date (the "Feasibility Period"), Purchaser shall, upon five (5) days prior written notice to Seller, have the right to enter the Property to conduct on the Property any and all feasibility studies, soil borings and analysis, utility location availability studies, environmental reports, zoning and land use studies, and any other engineering or environmental studies, title searches, surveys, and other tests, studies or analyses (collectively, the "Tests and Studies"), whereby all public access to the Property shall be restricted by the Seller for a period of thirty (30) days. At Seller's option, a representative of Seller may accompany Purchaser and/or Purchaser's representative(s) or consultant(s) during their entry in the Existing Improvement.

B. Purchaser shall promptly restore the Property to substantially the same condition as existed prior to the Tests and Studies, and Purchaser shall defend, indemnify and hold Seller harmless from and against all losses, costs and expenses suffered by Seller arising out of the entry on the Property, by Purchaser's agents, contractors, consultants and/or employees, including without limitation the Tests and Studies. Purchaser's indemnity obligations hereunder shall not include any obligation to indemnify Seller against claims, losses, liabilities, damages, costs, or expenses including reasonable attorneys' fees arising out of any condition which existed prior to Purchaser's entry onto the Property that is not otherwise intentionally or negligently exacerbated by Purchaser's actions. This obligation shall survive Closing or the earlier termination of this Agreement.

C. Prior to the initial entry onto the Property by Purchaser, its representatives or consultants, Purchaser shall obtain and maintain at its own expense a policy of commercial general liability insurance by an insurance company qualified to do business in the Commonwealth of Virginia and reasonably satisfactory to Seller, insuring against claims of all persons for loss of life, personal injury and property damage arising out of or incident to the activities of Purchaser, its representatives, employees, contractors or consultants upon the Property. Seller shall be named as an additional insured under the policy, and Purchaser shall deliver to Seller a certificate evidencing such insurance policy reflecting a combined single limit coverage in an amount of not less than $1,000,000.00, and $2,000,000.00 in the aggregate, for bodily injury and property damage liability. Such policy shall provide that the coverage cannot be canceled during the term of this Agreement without at least ten (10) days' prior written notice to Seller, and Purchaser shall cause such insurance to remain in full force and effect during the term of this Agreement. Prior to the initial entry onto the Property by Purchaser, its representatives or consultants, Purchaser shall deliver to Seller certificates evidencing such insurance policy.

D. If the Purchaser determines, in its sole discretion, that the Property is not suitable for its Intended Purpose, or if Purchaser is dissatisfied for any reason with the results of any Tests and Studies, Purchaser may, upon written notice to Seller on or before the expiration of the Feasibility Period, terminate this Agreement, in which event the Title Company shall return the Deposits to Purchaser, together with any interest accrued thereon, and neither Seller nor Purchaser shall have any further obligation to the other under this Agreement, except Purchaser's restoration obligations under Section 3.B.

4. Title Objections. For a period of sixty (60) days after the Effective Date (the "Title Review Period"), Purchaser shall obtain at its sole cost and expense a title commitment on the Property (the "Title Commitment"), and may, at its option, obtain from a licensed land surveyor or registered civil engineer acceptable to Purchaser an ALTA survey of the Property (the "Survey"). The Title Commitment shall indicate good and marketable title in the name of the Seller that can be insured by Purchaser's title company at its regular rates, subject only to such matters reflected on the Title Commitment which are Permitted Exceptions (as defined below). Purchaser shall, on or before the date that is sixty (60) days following the Effective Date hereof, deliver copies of the Title Commitment and the Survey, if any, to the Seller and inform the Seller in writing (the "Title Objections Notice") as to any title defects or other objections regarding the Property disclosed by the Title Commitment and the Survey, if any, that the Purchaser is unwilling to accept (the "Title Objections"). Any such matters which Purchaser is willing to accept shall be referred to as "Permitted Exceptions." Within ten (10) days after receiving the Title Objections Notice from Purchaser, Seller shall notify Purchaser of Seller's election: (a) to attempt to cure such exceptions, in which event Seller shall attempt to cure such exceptions prior to Closing, or (b) not to cure such exceptions. Seller's failure to so respond within said ten (10) day period shall be deemed a Seller election not to cure such exceptions.

If the Seller is unable or unwilling to cure or deemed not to cure such Title Objections prior to Closing, then the Purchaser may, at its option, and as its sole remedy: (i) terminate this Agreement by giving the Seller written notice of such termination, (ii) cure such Title Objections at its own expense and proceed to Closing with no reduction in the Purchase Price, or (iii) waive such Title Objections and proceed to Closing with no reduction in the Purchase Price. If Seller is unwilling to cure such Title Objections, then Purchaser shall make the foregoing election on or prior to the expiration of the Title Review Period. If Seller elects to attempt to cure the Title Objections, it shall diligently pursue said cure using commercially reasonable means. If Seller elects to attempt to cure the Title Objections but fails to do so prior to Closing, then Purchaser shall make the foregoing election within ten (10) days after Seller advises Purchaser that it is unable to cure such Title Obligations. If the Purchaser elects to terminate this Agreement, the Deposits shall be refunded to the Purchaser, together with all interest earned thereon, and the Seller and Purchaser shall have no further obligations or liabilities to one another. Notwithstanding the foregoing, Seller shall be unconditionally obligated, at its sole cost and expense, to satisfy at or prior to Closing all monetary encumbrances evidenced by deeds of trust, tax liens, judgments and/or mechanic's liens against the Property ("Monetary Liens"), and Seller authorizes the use of the Purchase Price otherwise payable to Seller at Closing to pay and discharge any Monetary Liens if Seller fails to do so.

5. Approvals. Seller will reasonably cooperate, at no out-of-pocket cost to Seller, with Purchaser's efforts to obtain any and all Approvals (as defined in Sections 8.D. and 12 herein below), including without limitation promptly (within five (5) days following any request) signing all documents, letters, applications, plats, submissions, surveys and other similar documents requested by Purchaser.

6. Financing.

A. Bond Financing. Purchaser intends to finance the Project primarily through the use of low-income housing tax credits ("LIHTC") and related tax-exempt bond financing ("Bond Financing" and together with LIHTC, "Project Financing") in an amount sufficient to make the acquisition of the Property and construction of the Project feasible for Purchaser, and to locate investors who will provide equity for the Project in exchange for use of the LIHTC. Purchaser shall diligently pursue Project Financing in good faith. Seller agrees to reasonably cooperate, and at no cost to Purchaser, with Purchaser's efforts by providing information in connection with Purchaser's application for Project Financing when and where required. Seller acknowledges and further agrees that Purchaser's obligation to close hereunder is expressly conditioned upon Purchaser's receipt of Project Financing as evidence by the occurrence of both (i) any and all approvals as may be required for the issuance and application of the LIHTC ("LIHTC Approval"), and (ii) Purchaser's receipt of the applicable project lender's written confirmation that (x) the "Bond Inclusion Date" has been set and (y) all conditions set forth in the applicable project lender's commitment letter to be included in the bond issuance have been satisfied (the "Bond Inclusion Confirmation").

B. Seller Financing. Further, the Seller has agreed to loan funds in the amount of SIX MILLION AND 00/100 DOLLARS ($6,000,000.00) (the "City Loan Amount")to support the development and construction of the Project ("Seller Financing"), through a combination of sources including the proceeds of the land sale, City funds previously budgeted for affordable housing, and capital reserves. Definitive loan documents will be negotiated and agreed to prior to the expiration of Feasibility Period to provide a binding commitment of the terms and conditions of the Seller Financing (the "Seller Financing Loan Documents"). The Parties hereby acknowledge the Seller Financing Loan Documents remain subject to review and approval of the applicable tax credit investor, VH and applicable project lenders. The Parties further agree to incorporate any commercially reasonable additional terms as may be requested by such applicable tax credit investors, VH and applicable project lenders, to the extent such additional terms do not materially alter the mutually agreed upon financing terms as determined by the Parties as of the Effective Date. The Seller acknowledges and agrees that Purchaser's obligation to close is expressly conditioned on receipt of Seller Financing and executed Seller Financing Loan Documents, each in a form approved by such applicable tax credit investors, VH and applicable project lenders (the foregoing together with the Bond Inclusion Confirmation and LIHTC Approval, the "Financing Contingency"). In furtherance of the Seller Financing, the City Manager (as defined herein below) shall include and recommend to the City Council for approval as part of the proposed Fiscal Year 2027 budget the City Loan Amount from the City's Housing Investment Fund, or other available City funds. Purchaser acknowledges and agrees that the Seller's obligation to provide Seller Financing pursuant to this Agreement is expressly conditioned on the appropriation of adequate funds by the City Council of the City of Manassas ("City Council") for the specific purposes set forth herein.

7. Closing.

A. Closing on the purchase of the Property (herein referred to as the "Closing") shall take place on a mutually agreed upon date on or before the sixtieth (60^{th}) day following the Bond Inclusion Date (the "Closing Date"). In addition, all Conditions to Closing contained in Section 8 shall also be satisfied on the Closing Date.

B. At Closing, Seller shall convey to Purchaser, by special warranty deed (the "Deed"), good and marketable fee simple title to the Property free and clear of any and all encumbrances except taxes and assessments not yet due and payable and Permitted Exceptions. In addition, Seller shall deliver to Purchaser an affidavit of mechanics' lien and possession in the form required by the Title Company and reasonably acceptable to Seller, a non-foreign affidavit, a Virginia Form R-5 or R-5E, IRS Form 1099-S Information Reporting Form, and such other documents as may be required by Purchaser or the Title Company in order for Purchaser to acquire and insure title to the Property without exception for mechanics liens or parties in possession. The Deed, or a separately recorded instrument, shall contain covenants restricting the use of the Property for the Intended Purpose following Closing.

C. Purchaser and Seller acknowledge that there may be existing electric, water, sanitary sewer, and storm sewer or storm drainage utility lines and facilities located on the Property that are owned by the Seller and that are not disclosed or identified by recorded easements. During the Feasibility Period Purchaser shall determine whether relocation of any existing City utility will be necessary or desirable to accommodate Purchaser's Intended Purpose of the Property. If Purchaser determines that relocation of a utility is not necessary or desirable to accommodate Purchaser's Intended Purpose of the Property, Purchaser shall provide Seller at Closing with deeds of easement and plats in standard City format for recordation, that allows the subject utility to remain in place after Closing. If Purchaser determines that relocation of a utility is necessary or desirable to accommodate Purchaser's Intended Purpose of the Property, Purchaser shall bear all costs of the relocation to a new location mutually agreeable to Purchaser and Seller and shall grant the appropriate recordable easements to Seller for such relocated utilities. If Purchaser and Seller are unable to agree on a location for any utilities to be relocated pursuant to this Section 7.C. prior to Closing, then Purchaser shall have the right to terminate this Agreement by written notice to Seller prior to Closing and collect all Deposits. The provisions of this Section shall survive Closing. At Closing, Seller and Purchaser shall execute and record all necessary easement documents, including but not limited to, reciprocal easement agreements, access easements, construction easements, utility easements, and other easements necessary or appropriate for development and construction of projects similar to this Project ("Easements").

D. Real estate taxes and other charges shall be apportioned and paid at Closing as more particularly described in Sections 11 and 12 hereof.

E. At Closing, Title Company, as escrow agent, must be in receipt of Seller Financing and executed Seller Financing Loan Documents and all other documents as may be required by such applicable tax credit investors, VH and applicable project lenders related to Project Financing.

8. Conditions to Closing. Purchaser's obligation to proceed to Closing under the terms of this Agreement is expressly conditioned upon satisfaction of all of the following conditions:

A. Satisfaction of Financing Contingencies. On or before Closing, Purchaser shall have received:

(i) Project Financing
(ii) Seller Financing; and
(iii) Executed Seller Financing Loan Documents.

B. Survey. Purchaser shall have obtained a Survey in form approved by the Title Company and all parties providing financing for the Project and suitable for recording.

C. Easements. Purchaser and Seller shall have executed and recorded all necessary Easements, including those referred to in this Agreement.

D. Permits and Approvals. The receipt by Purchaser from all applicable governmental and/or quasi-governmental authorities having jurisdiction, of final and unappealable permits and approvals (collectively, the "Approvals") that Purchaser determines are necessary for:

(i) reasonable verification that public sewer treatment and committed capacity are available at the Property sufficient to service the Project;

(ii) reasonable verification that sufficient public water and stormwater drainage are available at the Property sufficient to service the Project;

(iii) reasonable verification that electric, cable, telephone and internet are available on the Property sufficient to service the Project, at connection costs that are not greater than those which are customary and ordinary for similar developments in the City in effect on the date of this Agreement;

(iv) building and related permits, licenses, variances, certificates, exceptions, authorizations, approvals, as may be required to permit the lawful construction, development, including without limitation all Property work, for the Project and for construction of approximately one hundred (100) AHUs, with appurtenant parking, in accordance with Purchaser's plans and specifications;

(v) storm water management, erosion prevention and sediment control, and water quality engineering designs, permits and approvals all in accordance with all federal, state and City laws, ordinances, rules and/or regulations;

(vi) establishing that there are no building, sewer, water or other moratoria affecting the Property or the Project in effect or pending; and

(vii) the receipt by Purchaser of a zoning interpretation letter from the City's zoning administrator certifying that the Proffers (as defined herein) allow for the use and development of the Project (the "Zoning Compliance Letter"), on or before the expiration of the Feasibility Period.

E. The representations, warranties and covenants contained in Section 9 hereafter shall be true and correct in all material respects. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of Seller's knowledge, the conditions precedent to Purchaser's obligation to consummate settlement shall depend upon the actual correctness at Closing of the matters stated in all such representations and warranties.

F. Completion and full satisfaction of the Development and Approvals set forth in Section 12.

G. Approved and executed agreement to provide a waiver or reimbursement of water and sanitary sewer tap fees as may be required by the City for the Intended Purpose.

H. Execution and delivery of any and all amendments to any restrictions, covenants, agreements, and any property owner association documents that the Property may be subject to. Further such amendments shall be in recordable form and delivered to the Title Company for recordation at Closing.

The conditions set forth in this Section 8 are for the sole benefit of Purchaser. If any of the foregoing conditions are not met at Closing, or such earlier date as is set forth above with respect thereto, or Purchaser shall not have waived in writing the failure of any such condition, then Purchaser, at its sole option, may terminate its obligations under this Agreement, and receive a refund of the Deposits, together with all interest accrued thereon, and neither Seller nor Purchaser shall have any further obligations hereunder except for Purchaser's restoration obligations set forth in Section 3.B.

9. Seller's Representations, Warranties, and Covenants. Seller represents and warrants to Purchaser the following, as of the date of this Agreement and as of the date of Closing:

A. That to Seller's knowledge, there are no tenancies or parties with any rights of possession with respect to the Property.

B. That to Seller's knowledge, as of the date hereof there are no proceedings pending or threatened, against or relating to the Property including, without limitation, any proceedings relating to condemnation or the exercise of the rights of eminent domain as to any part of the Property or purchase in lieu thereof or for the limiting or denying of any right of access thereto.

C. This Agreement has been duly executed and delivered by Seller; provided, however, that this Agreement and Seller's obligations hereunder are made expressly contingent on the City, by and through the required affirmative vote of its City Council following an advertised public hearing, approving this Agreement at a public meeting called and held in accordance with applicable law concerning such proposed disposition of property. The execution of this Agreement and the Closing hereunder will not violate or contravene any order, decree, covenant or agreement to which Seller is subject, and to Seller's knowledge, any law, rule or regulation to which Seller is subject.

D. Seller: (i) has not filed a petition for relief as to Seller as debtor or bankrupt under the Bankruptcy Code of 1978 or like provision of law of any jurisdiction; (ii) is not insolvent as finally determined by a court proceeding; and (iii) has not filed a petition or application to accomplish the same or for the appointment of a receiver or a trustee for Seller for a substantial part of its assets. No proceedings relating to Seller have been commenced, either by Seller or by another party, under any reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction. No attachment, execution, assignment for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy against Seller or the Property has been contemplated, threatened or initiated.

As used in this Agreement, the phrase "to Seller's knowledge," or phrases of similar import, shall mean the actual, not constructive or imputed, knowledge of the City Manager of the City (the "City Manager"). To the extent Purchaser discovers prior to the end of the Title Review Period any inaccuracy in a representation and warranty of Seller in this Agreement, and Purchaser does not terminate this Agreement as provided in Section 3 of this Agreement, such representation and warranty shall be deemed modified to reflect such inaccuracy, and Purchaser shall so notify Seller. In addition, to the extent Purchaser discovers prior to Closing any inaccuracy in a representation and warranty of Seller in this Agreement and the Closing occurs, such representation and warranty shall be deemed modified to reflect such inaccuracy, and Purchaser shall so notify Seller.

E. Seller covenants to cooperate with Purchaser, and/or their respective agents, to execute all documents necessary or appropriate to facilitate temporary access to the Property for the purpose of conducting the Tests and Studies, and to execute all consents and approvals as may be required for Purchaser to apply for all Approvals for the Project as a contract purchaser.

F. From and after the Effective Date until Closing hereunder, or until this Agreement is permissibly terminated in accordance with the terms hereof by Purchaser or Seller, Seller shall not, other than in connection with the foregoing provisions of this Section 9, make any application to modify the zoning of the Property, or to otherwise modify in any way the legally permissible uses and/or development standards applicable to the Property, to the extent the same would adversely affect the Intended Purpose.

G. Seller represents that to its knowledge other than as may be contained in any environmental reports that have been delivered to Purchaser, (i) no underground storage tanks, asbestos, items containing PCBs, tires, batteries, solid waste, or toxic or hazardous materials or substances, as defined in applicable state or federal law (collectively, "Hazardous Waste") are present upon or in the Property, and (ii) there has been no release, discharge, storage, generation, treatment or disposal of any Hazardous Waste upon or in the Property.

H. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER IS NOT MAKING AND HAS NOT MADE AT ANY TIME ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, OR GOVERNMENTAL REGULATIONS. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS". PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER WITH RESPECT TO THE PROPERTY. PURCHASER WILL CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY. EXCEPT AS SPECIFICALLY OTHERWISE WARRANTED OR COVENANTED SPECIFICALLY BY THE SELLER HEREIN, UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT THE ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, NOT KNOWN BY SELLER AT THE TIME OF THE TRANSACTION, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER SPECIFICALLY PROVIDED IN THIS AGREEMENT, PURCHASER, UPON CLOSING, HEREBY WAIVES, RELINQUISHES AND RELEASES SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT (I.E., NEGLIGENCE AND STRICT LIABILITY)), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) OF ANY AND EVERY KIND AND CHARACTER, KNOWN AND UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY CONSTRUCTION DEFECTS, PHYSICAL AND ENVIRONMENTAL CONDITIONS, THE VIOLATION OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER MATTERS REGARDING THE PROPERTY THAT ACCRUE FROM AND AFTER THE DATE OF CLOSING. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

10. Purchaser's Representations, Warranties, and Covenants. Purchaser represents and warrants to Seller the following, as of the date of this Agreement and as of the date of Closing:

A. Purchaser hereby represents, warrants and covenants to Seller that Purchaser is a duly organized and validly existing limited liability company under the laws of the Commonwealth of Virginia, qualified to do business and in good standing; that Purchaser has the power to execute and perform this Agreement; that all necessary consents and approvals from the

Purchaser have been obtained; and that the persons executing this Agreement on behalf of the Purchaser are duly empowered to bind Purchaser to perform its obligations hereunder.

B. Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Seller, its agents, employees, or assigns.

C. None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or compliance with its terms and conditions, violates, conflicts with, results in the breach of or constitutes a default under, is prohibited by, or requires any additional approval under any of the terms, conditions or provisions of Purchaser's certificate of incorporation or code of bylaws, or any other agreement or instrument to which Purchaser is now a party or by which it is bound, or of any order, judgment or decree of any court or governmental authority applicable to Purchaser.

D. Should Purchaser fail to obtain financing for the Project, Purchaser shall deliver written notice to Seller within five (5) business days of Purchaser's receipt of notice thereof.

E. Purchaser acknowledges that Seller is relying upon Purchaser's representations that it has the ability to construct, manage and operate the AHU building, which the Parties agree is the Intended Purpose of the conveyance of the Property. Purchaser covenants and agrees that it will not proceed to Closing until all Financing Contingencies, as set forth in section 8.A(i) – (iii), have been satisfied to the extent that Purchaser will be able to proceed with construction of the Project, unless otherwise mutually agreed upon by the Parties in writing.

11. Expenses, Taxes and Closing Costs. To the extent applicable, all real estate taxes for the Property shall be prorated as of the Closing Date. Seller shall pay for all supplemental taxes (if any) and, unless otherwise exempt, pay for the recording tax imposed upon grantors as to the Deed, the cost of preparation of the Deed, Seller's attorney's fees, and one-half of any costs and fees charged by the Title Company for its escrow services, and expenses of its own attorneys ("Escrow Fees"). Purchaser shall pay all costs incurred in pursuit of the Approvals. Purchaser shall pay all other expenses and Closing costs, including, without limitation, the cost imposed upon grantees as to the Deed, the cost of preparation and recording of any deed of trust, the cost of preparation and recording of the Survey, the cost of preparation and recording of any temporary or permanent Easements, the cost of the Title Commitment and owner's and lender's title insurance policies and associated premiums, the expense of its own attorneys, and one-half of the Escrow Fees.

12. Development and Approvals.

A. Site Plan Approval**.** Purchaser shall diligently pursue approval of the final site plan for development of the Property for the Intended Purpose, consistent with any rezoning (the "Site Plan"), at Purchaser's sole cost and expense. Purchaser will not agree to any material changes to the Site Plan that would materially affect the Property without Seller's consent, which consent shall not be unreasonably withheld. The obligation of Purchaser to consummate the purchase and sale of the Property is conditioned upon Purchaser having obtained final approval of the Site Plan.

B. Proffers. The Property is subject to those certain proffers entitled "Manassas Gateway Rezoning #2016-02" (Ordinance #O-2016-12) (the "Proffers"). Following Closing, the Purchaser will become responsible for compliance with the Proffers that apply to the Property or Project.

C. Subdivision Plat Recordation. A subdivision plat that conforms with the requirements of the Project for the Intended Purpose must be mutually agreed upon by the Parties (the "Subdivision Plat"). Such Subdivision Plat must be approved by all local authorities and may be subject to approval by any applicable tax credit investors, VH and applicable project lenders prior to recordation thereof (the "Final Subdivision Plat"). Seller shall be responsible for the cost of preparing and recording said Final Subdivision Plat prior to Closing.

13. Risk of Loss.

The risk of loss or damage to the Property by fire or other casualty prior to Closing shall be on the Seller. If such loss or damage, in the sole opinion of Purchaser, materially and adversely affects the Intended Purpose as of Closing, Purchaser shall be entitled to terminate this Agreement and have the Deposits refunded, together with any interest accrued thereon, and the parties hereto shall have no further obligations or liabilities to one another hereunder. Said election shall be made by Purchaser, if at all, within ten (10) business days following receipt of notice of said loss or damage.

14. Condemnation.

If, prior to Closing, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any material portion of the Property, or a sale occurs in lieu of condemnation, the Purchaser shall be entitled to elect either to: (i) terminate this Agreement or (ii) proceed to Closing, in which event, all proceeds, awards or other payments arising from any such taking or sale shall be paid to Purchaser without any adjustment of the Purchase Price at Closing. If the Purchaser elects to terminate this Agreement under this Section 14, the Deposits, together with any interest accrued thereon, shall be refunded to the Purchaser and neither Seller nor Purchaser shall have any further obligations or liabilities to one another hereunder.

15. Default.

A. Seller's Default. In the event Seller commits a material breach of this Agreement and fails to sell, transfer and assign the Property to Purchaser, and Purchaser has not committed a material breach of this Agreement, Purchaser may either (a) seek specific performance of the Seller's obligation to convey the Property to Purchaser under this Agreement, or (b) declare this Agreement to be null and void, collect all Deposits and, if Seller's material breach occurs after the expiration of the Feasibility Period, collect reimbursement by Seller of all actual and reasonable out-of-pocket costs incurred by Purchaser in connection with this Agreement following the Effective Date, not to exceed Five Hundred Thousand Dollars ($500,000.00). Notwithstanding the foregoing, Seller shall not be deemed in default hereunder unless Seller shall have received written notice by Purchaser of such default and failed to cure such default within fifteen (15) days after receipt of such notice, except with respect to Seller's failure to complete Closing on the date agreed by Seller and Purchaser in which event the cure period shall be ten (10) days.

In the event Purchaser seeks reimbursement pursuant to this Section and Purchaser and Seller disagree as to the amount or reasonableness of the Purchaser's out-of-pocket costs, the Parties agree to jointly seek resolution through mediation.

B. Purchaser's Default. Seller and Purchaser agree that in the event of a default by Purchaser under this Agreement, the damages suffered by Seller will be difficult to ascertain, and that, in the event of a default by Purchaser, Seller's sole and exclusive remedies shall be to obtain from the Title Company the Deposits, together with any interest accrued thereon. Notwithstanding the foregoing, Purchaser shall not be deemed in default hereunder unless Purchaser shall have been given written notice by Seller of such default and failed to cure such default within fifteen (15) days after receipt of such notice, except with respect to Purchaser's failure to complete Closing in which event the cure period shall be ten (10) days.

16. Assignability. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Seller and Purchaser. Neither party shall assign this Agreement without prior written consent of the other party. However, where an assignment is proposed to any Affiliate of Purchaser, no such written consent by Seller shall be required. For the purposes of this Section 16, "**Affiliate**" shall mean any entity that controls, is controlled by, or is under common control with the entity in question, including any entity in which Purchaser holds a minimum of fifty percent (50%) membership interest. The term "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or otherwise.

17. Exclusivity. From the Effective Date of this Agreement until the earlier of the termination of this Agreement by the parties or the Closing Date, Seller shall not solicit other offers for the Property, market the Property for development of any type, and shall not accept any unsolicited offers to purchase, lease or develop the Property, including without limitation any offers that would serve as a "back up" purchase contract to this Agreement, and shall discontinue all discussions with other parties expressing an interest in acquiring the Property or any part thereof.

18. Agents and Brokers. Seller and Purchaser each represent and warrant that neither of them dealt with or consulted with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of the facts constituting a breach of the representations and warranties in this Section 18.

19. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by

messenger at the address of the intended recipient, sent postage prepaid by Federal Express (or a comparable guaranteed overnight delivery service), sent via electronic mail or deposited in United States First Class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Section. Any such notice, request or demand so given shall be deemed given on the date delivered by messenger at the specified address, the date sent via electronic mail or on the day of deposit, with a guaranteed overnight delivery service or in the United States mail, as the case may be:

To Purchaser:	Good Housing VA LLC 1818 Library Street, Suite 500 Reston, Virginia 20190 Attn: John Pellerito Email: john.pellerito@goodhousingva.com
With a Copy to:	Alexander C. Graham, Jr., Esq. Williams Mullen 200 South 10th Street, Suite 1600 Richmond, Virginia 23219 Phone: (804) 420-6458 E-mail: sgraham@williamsmullen.com
To Seller:	Steve Burke City Manager 9027 Center Street Manassas, VA 20110 Phone: (703) 257-8212 Email: sburke@ci.manassas.va.us
With a Copy to:	S. Craig Brown City Attorney 9027 Center Street Manassas, VA 20110 Phone: (703) 257-8208 Email: cbrown@ci.manassas.va.us

20. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by the parties.

21. Headings. Headings used in this Agreement are used for convenience only

and shall not be considered when construing this Agreement.

22. Possession. Full and exclusive possession of the Property shall be delivered at Closing, free and clear of any tenancies, liens or encumbrances.

23. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

24. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind each party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

25. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[*Signatures to follow*]

[*Signature Page to Agreement for Purchase and Sale for Real Estate*]

WITNESS the following signatures:

<u>SELLER</u>:

City of Manassas

By:_________________________(SEAL)

[*Signature Page to Agreement for Purchase and Sale for Real Estate*]

PURCHASER:

Good Housing VA LLC,
a Virginia limited liability company

By: Hart Properties VA, LLC,
a Virginia limited liability company
Its Co-Manager

By: ______________________________(SEAL)
Name: G. Kimball Hart
Title: Manager

By: Cypress Real Estate Company LLC,
a Virginia limited liability company
Its Co-Manager

By: ______________________________(SEAL)
Name: John T. Pellerito
Title: Managing Member

Title Company, as escrow agent, executes this Agreement to acknowledge and agree to hold and disburse the Deposits in accordance with the terms and provisions of this Agreement.

TITLE COMPANY:

SAFE HARBOR TITLE COMPANY, LLC

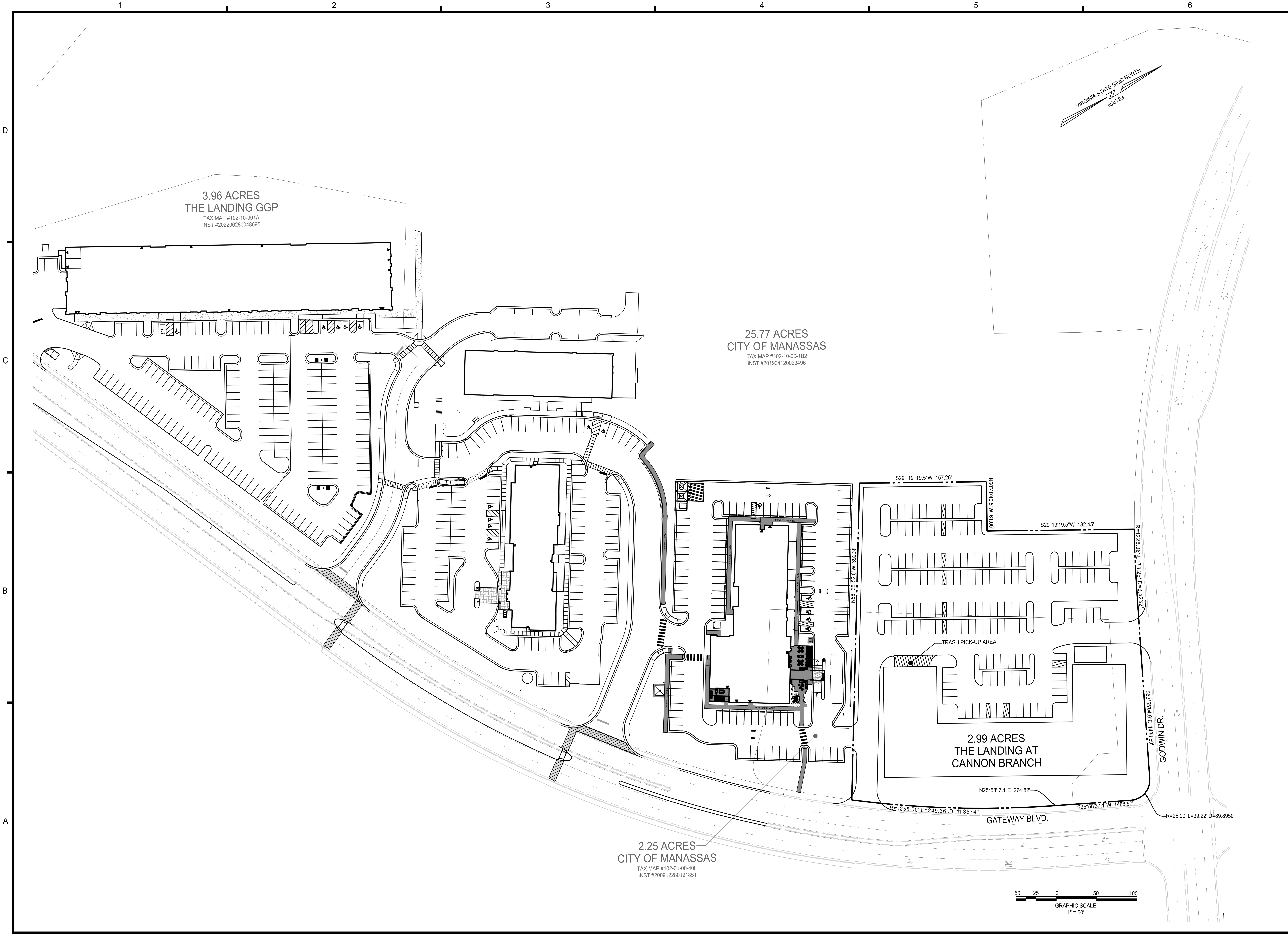
By:______________________________
Name:__________________________
Title:___________________________

Initial Address for Notices:
4900 Augusta Avenue
Suite 150
Richmond, VA 23230
Attention: Candace M. Winston
Phone: (804) 282-2329 ext. 111
Email: cwinston@safeharbortc.com

EXHIBIT A

The Landing at Cannon Branch – Good Housing VA Property

[Attached]



IMEG

19 Culpeper St. Suite #2
Warrenton, VA 20186 P 703.273.6820
engineering • surveying • land planning

THE LANDING AT CANNON BRANCH - GOOD HOUSING VA PROPERTY

CITY OF MANASSAS

MARK	DATE	DESCRIPTION

PROJECT No.:
DRAWING No.:
DATE: 11/10/2025
SCALE: 1"=50'
DESIGN: TT
DRAWN: AA
CHECKED: TT

SHEET TITLE:

BOUNDARY LINE ADJUSTMENT EXHIBIT

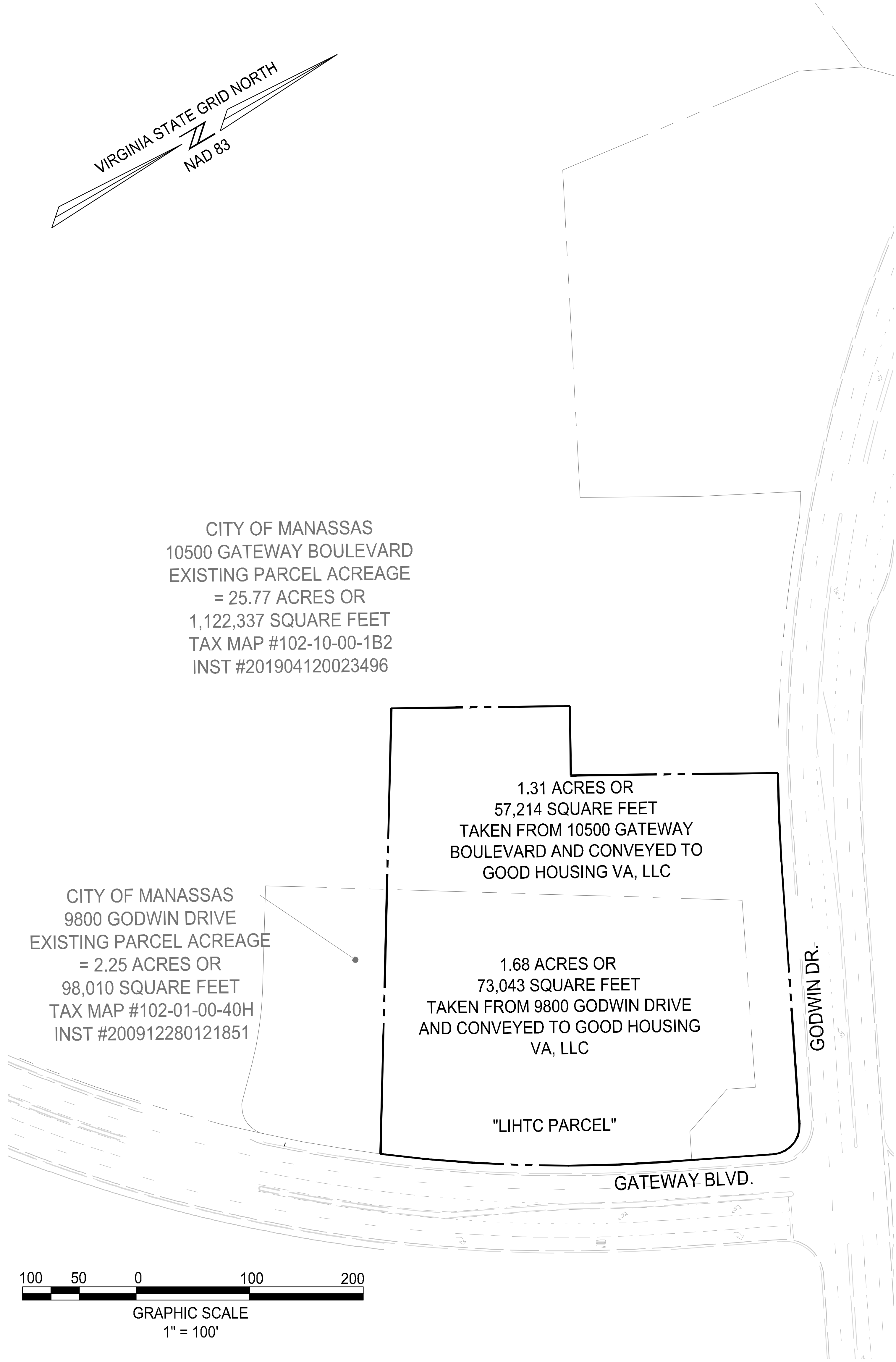
SHEET No.

1 OF 1

EXHIBIT B

Exhibit Showing Boundary Line Adjustment and Subdivision
of the Property of City of Manassas

[Attached]



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Warrenton, VA 20186 P 703.273.6820
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EXHIBIT SHOWING BOUNDARY LINE ADJUSTMENT AND SUBDIVISION OF THE PROPERTY OF CITY OF MANASSAS

CITY OF MANASSAS

DESIGN: TT	SCALE: 1'=100'
DRAWN: AA	SHEET:
CHECKED: TT	1 OF 1
DATE: 11/10/2025	

City Council Agenda Item Report

Agenda Item No. 3.2
Submitted by: Heidi Baumstark
Submitting Department: City Clerk
Meeting Date: February 23, 2026

Item Title

Ordinance #O-2026-544: Conveyance of Property at 9733 Dean Drive to Ponenya, LLC (First Reading) (Staff: Patrick Small, Economic Development Director)

Suggested Action and/or Recommendation

Adopt

Suggested Motion

I move adoption of Ordinance #2026-544

Item Type Ordinances
Submitting Department City Clerk
Meeting Body City Council

Item ID 2026-544
Drafter Heidi Baumstark
Meeting Date February 23, 2026

Advisory Board/Committee Review

N/a

Fiscal Impact

No fiscal impact from holding the public hearing. The proposed sale's price is $60,000.

Executive Summary and Background Information

Ponenya, LLC is proposing to purchase a small undeveloped lot adjacent to parcels it owns on Dean Drive for the purpose of consolidating the parcels into a larger lot with greater development potential. In addition to the purchase price, Ponenya is proposing to assign rights-of-way and easements along the frontage of its lots 9735 and 9737 Dean Drive that are necessary for planned utility and road improvements along Dean Drive. The property that is the subject of the conveyance by the City is approximately .09 acres, also identified as City Tax Map No. 101-02-2-28. The boundaries of the property to be conveyed are shown on a (exhibit) entitled "Exhibit Showing Potential Impacts at the Addresses of 9733 Dean Drive, 9735 dean drive, and 9737 Dean Drive", prepared by Kimley Horn and dated September 2, 2025. If the conveyance is approved, this property will be conveyed subject to such terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate which is attached to and incorporated into the ordinance.

ATTACHMENTS

- ORD #O-2026-544 Conveying Real Property - 9733 Dean Drive

- ATTH01 9733 Dean Drive - Signed Contract
- ATTH02 ROW Exhibit - 9733 Dean Drive
- ATTH03 ROW Exhibit - 9733-9737 Dean Drive

MOTION: **January 26, 2026**
Regular Meeting
SECOND: **Ord. No. O-2026-___**

RE: AN UNCODIFIED ORDINANCE AUTHORIZING CONVEYANCE OF CITY-OWNED REAL PROPERTY ON DEAN DRIVE TO PONENYA, LLC

WHEREAS, Ponenya, LLC is proposing to acquire approximately .09 acres of land located in the City of Manassas, Virginia, currently unimproved, and being identified as tax map #101-02-2-28. The boundaries of the property to be conveyed are shown on the "Exhibit Showing Potential Impacts at the Addresses of 9733 Dean Drive, 9735 Dean Drive, and 9737 Dean Drive", prepared by Kimley Horn and dated September 2, 2025; and

WHEREAS, Ponenya, LLC is proposing to purchase the property for its value in consolidating it with adjacent properties it owns, thereby improving the future development potential of those parcels; and

WHEREAS, City Council has reviewed the Agreement for Purchase and Sale of Real Estate by and between the City of Manassas and Ponenya, LLC that outlines the terms and conditions of the sale and under which the property will be developed; and

WHEREAS, on January 26, 2026 the City Council of the City of Manassas held an advertised public hearing pursuant to Virginia Code sec. 15.2-1800 (B) on the conveyance of the property described herein to Ponenya, LLC; and

WHEREAS, the City Council determines that the sale of the property is necessary to support future private development and public infrastructure improvements along Dean Drive and is in the public interest.

NOW, THEREFORE, BE IT ORDAINED that the Manassas City Council does hereby approve the conveyance of City-owned real property to Ponenya, LLC. The property that is the subject of the conveyance is a parcel of approximately .09 acres of land located in the City of Manassas, Virginia, currently unimproved, and being identified as tax map #101-02-2-28. The boundaries of the property to be conveyed are shown on the "Exhibit Showing Potential Impacts at the Addresses of 9733 Dean Drive, 9735 Dean Drive, and 9737 Dean Drive", prepared by Kimley Horn and dated September 2, 2025. The property will be conveyed subject to such terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate, a copy of which is attached hereto and incorporated into this Ordinance as if fully set out herein.

BE IT FURTHER ORDAINED that the City Manager, or designee, is hereby authorized to execute the Purchase and Sale Agreement on behalf of the City in form approved by the City Attorney and any other documents necessary to complete the purchase as contemplated in the Agreement.

This ordinance shall become effective upon second reading.

Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

ATTEST:

Eric W. Smith II City Clerk

<u>Votes:</u>

Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

PURCHASE AND SALE AGREEMENT
(Raw Land)

THIS PURCHASE AND SALE AGREEMENT (this ***"Agreement"***) dated as of December 10th, 2025 (the "Effective Date"), is made by and between:

A. **PONENYA LLC,** a Virginia Limited Liability Company (the ***"Purchaser"***); and

B. **THE CITY OF MANASSAS**, a municipal corporation of the Commonwealth of Virginia (the ***"Seller"***).

RECITALS:

R-1. Seller desires to sell Property hereinafter described; and

R-2. Purchaser desires to purchase from Seller the aforesaid Property; and

R-3. Seller and Purchaser, intending to be bound by this Agreement, desire to set forth herein the terms, conditions and agreements under and by which Seller shall sell and Purchaser shall purchase the property described below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. THE PROPERTY.

1.1 **Description**. Subject to the terms and conditions of this Agreement, and for the consideration set forth herein, Seller hereby agrees to sell, assign and convey, and Purchaser hereby agrees to purchase and acquire, all of Seller's right, title and interest in and to that certain parcel of land located in the City of Manassas, Virginia and having a street address of 9733 Dean Drive, Manassas, Virginia (Tax Map 101-02-2-28 (the ***"Land"***), consisting of approximately .09 acres and being a part of the property acquired by Seller by Deed of Gift recorded as Instrument #202205190038905 in the Office of the Clerk of the Prince William County Circuit Court; provided, however, that the Land to be conveyed to Purchaser shall not include 228 square feet to be retained by Seller in fee simple for right-of-way improvements, as shown on the attached "Exhibit Showing Potential Impacts at the Addresses of 9733 Dean Drive, 9735 Dean Drive , 9737 Dean Drive", prepared by Kimley Horn and dated September 2, 2025 ("**Exhibit A**"); together with all other improvements, if any, currently located thereon (the ***"Improvements"***), and all easements, hereditaments, appurtenances, development rights, and other benefits, if any, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as all development rights, air rights, water, water rights, riparian rights and water stock relating to the Land and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land and all of Seller's right, title and interest in and to all roads and alleys adjoining or servicing, pertaining to or affecting the Land (collectively, the ***"Easements"***). The Land, the Improvements and the Easements are hereinafter collectively referred to as the ***"Property"***.

1.2 Agreement to Convey. Seller agrees to sell and convey, and Purchaser agrees to purchase and accept, on the Date of Closing (defined in **Section 2.3,** below) fee simple title to the Property by way of a Special Warranty Deed, to be executed and delivered by Seller in respect to the Property, and which shall be subject to the Permitted Exceptions (defined in **Section 3.8,** below) affecting or encumbering the Property.

2. PURCHASE PRICE AND PAYMENT.

2.1 Consideration. The consideration for conveyance of the Property by Seller to Purchaser consists of:

(a) the purchase price for the Property (the ***"Purchase Price"***) of **Sixty Thousand and 00/100 Dollars ($60,000.00)**; and

(b) the conveyance by Purchaser to Seller of 252 square feet in fee simple, 980 square feet in permanent easement and 121 square feet in temporary construction easement, all on property identified as 9737 Dean Drive, Tax Map Parcel #101-02-2-26; and

(c) the conveyance by Purchaser to Seller of 240 square feet in fee simple, 980 square feet in permanent easement and 142 square feet in temporary construction easement, all on property identified as 9735 Dean Drive, Tax Map Parcel #101-02-2-27; and

(d) the conveyance by Purchaser to Seller of 980 square feet in permanent easement for utilities and storm water management, and 162 square feet in temporary construction easement, on property identified as 9733 Dean Drive, Tax Map Parcel #101-02-2-28.

The property interests described in paragraphs (b) – (d) are all shown on the attached **Exhibit A.**

2.2 Initial Deposit; Payment.

(a) Within five (5) business days of the Effective Date, Purchaser shall deposit cash in the amount of Ten Thousand and 00/100 Dollars ($10,000.00) with the Closing Agent by wire transfer in immediately available United States funds to hold as earnest money deposit ("Initial Deposit"). If Purchaser fails to pay the Initial Deposit when due, and such failure to pay continues for ten (10) business days after notice from Seller to Purchaser of such failure, Seller may terminate this Agreement by providing written notice to Purchaser.

(b) The balance of the Purchase Price, subject to further adjustments for prorations and credits required to be made in accordance with the terms of this Agreement shall be paid at Closing by wire transfer in immediately available United States funds to the Closing Agent. Except as otherwise provided herein, if Purchaser does not deliver the balance of the Purchase Price on the Sale Date, the Seller shall receive the entire Initial Deposit as liquidated damages and Purchaser shall have no further obligation to Seller under this Agreement.

2.3 Closing. The purchase and sale of the Property shall be consummated at closing (the ***"Closing"***) in escrow through the Closing Agent on the date which is on or before **thirty (30) days** after expiration of the Due Diligence Period (the ***"Date of Closing"* or *"Closing Date"*** as the context may require). Closing shall occur on the Date of Closing in person or by mail (as set forth in **Section 8.4)** at the offices of Community Title Network, Inc., 9408 Grant Avenue, #201, Manassas, Virginia 20110 (703) 369-

2255 (the ***"Closing Agent")***, or at such other time and place as may be agreed to in writing by Seller and Purchaser.

3. INSPECTIONS AND APPROVALS.

3.1 Inspections. Purchaser shall have a period of time (the ***"Due Diligence Period")***, commencing on the Effective Date, and expiring at 5:00p.m. on that day which is the **Sixtieth (60th) day** following the Effective Date, to inspect and investigate each and every aspect of the Property, either independently or through agents of Purchaser's choosing, including, without limitation:

i. the conduct of the inspections and studies described in this **Section 3.1;**

ii. all matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;

iii. the physical condition of the Property, including, without limitation, all physical and functional aspects of the Property. Such examination of the physical condition of the Property may include an examination for the presence or absence of hazardous or toxic materials, substances or wastes, which shall be performed or arranged by Purchaser at Purchaser's sole expense.

iv. any easements and/or access rights affecting the Property.

v. contracts or agreements with third parties which are of significance to the Property.

vi. all the Property Documents, defined below.

vii. all other matters determined by Purchaser to be of material significance affecting the Property.

3.2 **Access to the Property and Indemnification by Purchaser.** During the Due Diligence Period, Seller shall permit Purchaser and Purchaser's agents and representatives access to the Property for the purpose of conducting such due diligence, physical, financial, environmental and other inspections and testing of the Property (collectively, the ***"Inspections"***) as Purchaser shall determine, in its sole discretion. Purchaser agrees to be solely responsible for the conduct of Purchaser's representatives on and adjacent to the Property and shall assume and pay for all expenses incurred in connection with the Inspections. Purchaser agrees to return the Property to the same condition existing before entry and/or occupation by Purchaser's representatives, including, but not limited to, sealing wells or other similar subsurface investigations; provided, that (i) Purchaser shall have no obligation to repair or pay the costs of repairing any damage caused by the acts or omissions of Seller or its agents, employees or contractors, (ii) Purchaser's obligation to repair or pay the costs of repairing the Property shall specifically exclude any pre-existing conditions or the discovery thereof or the results or findings of any tests or investigations on the Property, and (iii) Purchaser's obligation to Seller to repair or pay the costs of repairing the Property shall survive any termination of this Agreement for a period of one (1) year following any such termination. To the extent permitted by applicable statutory law, but without waiving any statutory restrictions, limitations or prohibitions, Purchaser hereby agrees to hold the Seller harmless from all losses, damages, costs, and expenses, including without limitation reasonable attorneys' fees, incurred by the Seller which arise from third party claims as a result of the Purchaser's, its agents', employees' or independent contractors' acts or omissions on or about the Property relative to the rights afforded Purchaser in this **Section 3.2;** provided that such agreement to hold harmless shall not apply to (a) any loss, liability, cost or expense to the extent arising from or relating to the acts or omissions of Seller or (b) matters discovered by Purchaser during its inspections, or (c) any latent defects in the Property discovered by Purchaser; which indemnification obligation shall survive the termination of this Agreement for any reason or Closing for a period of one (1) year.

3.3 Inspection of Documents. Within five (5) business days after the Effective Date, Seller shall make available to Purchaser or its representative, for inspection and copying, at a location mutually convenient to the parties, information and materials relating to the Property, including but not limited to, existing surveys, title reports, engineering studies, environmental reports, soil reports and proffers (together, the ***"Property Documents"),*** but only to the extent the Property Documents are within Seller's actual possession or control. Purchaser acknowledges, understands and agrees that the Property Documents may have been prepared by parties other than Seller and that Seller makes no representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of the Property Documents.

3.4 Survey.

3.4.1 To the extent deemed necessary, the Purchaser may, at its sole cost and expense, order a Survey for delivery to Purchaser no later than on the expiration of the Due Diligence Period (the ***"Survey"***). No later than fifteen (15) business days prior to the expiration of the Due Diligence Period Purchaser shall deliver to Seller in writing any objections to any matters shown on the Survey together with a copy of the Survey ***("Survey Objection Letter"***). Purchaser's failure to timely provide the Survey Objection Letter shall be deemed and constitute Purchaser's approval thereof and waiver of all objections relating to Survey matters. If Purchaser timely objects to any matters shown on the Survey, then Seller shall have the right, but not the obligation, to agree in writing to cure the same before Closing, or to decline to cure such objections.

3.4.2 Seller shall have until 5:00 p.m. on the date which is ten (10) business days after receipt of the Survey Objection Letter (the ***"Survey Cure Notice Date"***) to agree in writing to cure before Closing, or decline to cure, Purchaser's objections to the Survey matters in a manner reasonably acceptable to Purchaser. If Seller elects not to cure, or fails to timely respond to Purchaser's objections, Seller shall be deemed to have elected not to cure, in which event Purchaser may, at any time before expiration of the Due Diligence Period, either: (i) terminate this Agreement by delivery of written notice to Seller and Closing Agent; or (ii) waive in writing its objection to the Survey. Purchaser's failure to timely deliver to Seller and Closing Agent a written notice of termination or waive its objection to the Survey shall be deemed to constitute Purchaser's waiver of all such objections.

3.5 Title Commitment.

3.5.1 Within five (5) days after the Effective Date, Closing Agent, at Purchaser's sole cost and expense, shall order through the Closing Agent and a title company of its choice (the ***"Title Company"***), a commitment for title insurance (the ***"Title Commitment"),*** setting forth the status of title to the Land and all exceptions which would appear in an Owner's Policy of Title Insurance, specifying the Purchaser as the named insured and showing the Purchase Price as the policy amount. Purchaser shall, no later than fifteen (15) business days prior to the expiration of the Due Diligence Period deliver to Seller in writing any objections to matters shown in the Title Commitment (the ***"'Title Objection Letter"***). Purchaser's failure to timely object to any such title matters shall be deemed to constitute Purchaser's approval of same, and such shall then become a Permitted Exception, as the term is hereinafter defined. If Purchaser timely objects to any item set forth in the Title Commitment, then Seller shall have the right, but not the obligation, to attempt to cure or cause to be cured before Closing such disapproved item.

3.5.2 Seller shall have until 5:00 p.m. on the date which is ten (10) business days after receipt of the Title Objection Letter (the *"Title Cure Notice Date"*) to agree in writing to cure before Closing, or decline to cure, Purchaser's objections to the title matters in a manner acceptable to Purchaser. If Seller elects not to cure, or fails to timely respond to Purchaser's objections, Seller shall be deemed to have elected not to cure, in which event Purchaser may, at any time before expiration of the Due Diligence Period, either: (i) terminate this Agreement by delivering to Seller and Closing Agent a written notice of termination; or (ii) waive in writing its objection to the disapproved items, which shall then become Permitted Exceptions. Purchaser's failure to timely deliver to Seller and Closing Agent a written notice of termination or waiver of its objection to the disapproved items shall be deemed to constitute Purchaser's waiver of its objection to said items and such items shall become Permitted Exceptions.

3.6 Purchaser's Acceptance or Rejection prior to the Expiration of the Due Diligence Period. On or before the expiration of the Due Diligence Period, if Purchaser, after conducting its Inspections and other investigations as described above in this Section 3, does not desire to purchase the Property for any reason and in Purchaser's sole discretion, Purchaser will give Seller written notice of its termination of this Agreement. If the Due Diligence Period expires without a notice of termination being received or deemed received by Seller, under the terms of Section 11 below, then Purchaser will be deemed to have approved and accepted the Property and to have agreed to complete the transaction contemplated by this Agreement. If Purchaser gives Seller a notice of termination on or before the expiration of the Due Diligence Period, then this Agreement will automatically terminate, subject to the immediate return of all copies of all Property Documents to Seller, and thereupon neither party will have any further obligation or liability to the other party hereunder, except as otherwise expressly provided herein.

3.7 Intentionally Omitted.

3.8 Permitted Exceptions. Purchaser shall accept title to the Property, subject to the following exceptions (together, the *"Permitted Exception(s)"*):

3.8.1 Those matters affecting or relating to the title to, or the survey of, the Property: (a) which are of record on the date of the Title Commitment or as shown on the Survey, and which were not included in either the Survey Objection Letter or the Title Objection Letter (in either case, an *"Objection Letter")* timely delivered by Purchaser; (b) which were included in an Objection Letter, but for which (i) Seller has completed the cure thereof, or (ii) Purchaser has waived or been deemed to have waived the cure thereof, or (iii) Seller has elected to cure and will be cured by the payment of money at Closing (as agreed to in writing signed by both parties); or (c) which Purchaser has otherwise approved in writing.

3.8.2 The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of Property in the state in which the Land is located.

3.8.3 All building and zoning laws, codes and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.

3.9 Continued Access to Property. From and after the expiration of the Due Diligence Period and provided Purchaser does not terminate this Agreement in accordance with the provisions of Section 3.6, Purchaser or its agents shall have the right, from time to time, at their own expense, after reasonable notice to Seller and subject to the provisions of Section 3.2 above, to go on to the Property to cause and perform such other additional studies as Purchaser deems necessary.

4. SELLER'S OBLIGATIONS PRIOR TO CLOSING. Until Closing, Seller and/or Seller's agents or representatives shall:

4.1 **Intentionally Omitted.**

4.2 **Operation.** Maintain the Property in its current unimproved condition, and deliver the Property to Purchaser at Closing in the condition existing as of the Effective Date, normal wear and tear and damage by casualty excepted.

4.3 **Notices.** Provide to Purchaser, immediately upon the receipt thereof, any and all written notices relating to the Property received by Seller or its agents or representatives from any governmental or quasi-governmental instrumentality, insurance company, vendor or from any other entity or party, which notices are of a type not normally received in the ordinary course of Seller's business, or which may have a material effect upon the Property or result in a material change in a representation or warranty made by Seller hereunder.

4.4 **Compliance with Agreements.** Take all actions necessary to comply with all agreements, covenants, encumbrances and obligations affecting or relating to the Property and the ownership, operation and maintenance thereof. Seller shall pay all utility bills and other invoices and expenses relating to the Property, as and when the same become due.

4.5 **New Service Contracts.** After the Effective Date of this Agreement and without Purchaser's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Seller shall not enter into any new third-party service or vendor contract (a *"Service Contract")* with respect to the Property which is not terminable upon thirty (30) days' notice.

4.6 **Leases.** Not to enter into any new leases affecting the Property.

5. **REPRESENTATIONS AND WARRANTIES.**

5.1 **By Seller.** Seller represents and warrants to Purchaser, as of the Effective Date, that:

5.1.1 Seller is a municipal corporation of the Commonwealth of Virginia.

5.1.2 Seller has the power, right and all required authority to enter into and perform all of the obligations required of Seller under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

5.1.3 Seller has taken all requisite action and obtained, or will obtain prior to the Closing Date, all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Seller of its obligations hereunder.

5.1.4 This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be valid and binding upon Seller and enforceable in accordance with their respective terms.

5.1.5 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Seller is a party or by which Seller may be bound.

5.1.6 There are no leases applicable to the Property.

5.1.7 There are no Service Contracts applicable to the Property.

5.1.8 To Seller's actual knowledge, the Property is not in violation of any laws, ordinances or regulations of any applicable governmental authority having jurisdiction over the Property.

5.1.9 To Seller's actual knowledge, there are no pending or threatened special assessments or condemnation actions with respect to the Property.

5.1.10 To Seller's actual knowledge, the Property is not in violation of any Environmental Laws.

5.1.11 Seller has not filed and Seller has no actual knowledge that Seller has been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

5.1.12 Seller is not party to any pending action, suit, claim or other proceeding (collectively, *"Litigation"*) nor, to Seller's actual knowledge, is Litigation contemplated or threatened against Seller or the Property that would or could affect the Seller's ability to perform its obligations when and as required under the terms of this Agreement.

5.1.13 Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Code.

All representations and warranties of Seller contained in this Agreement shall survive Closing, provided however, Purchaser must file suit and bring legal action against Seller, if at all, for a breach of any such representation or warranty, or for breach of any covenant of Seller contained in this Agreement, within twenty-four (24) months of Closing. Any such claim for Seller's breach of a representation, warranty or covenant which Purchaser may have at any time, whether known or unknown, which is not asserted in a law suit or legal action required to be filed by Purchaser within twenty-four (24) months after Closing, shall not be valid or effective, and Seller shall have no liability with respect thereto.

5.2 **By Purchaser.** Purchaser represents and warrants to Seller as of the Effective Date that:

5.2.1 Purchaser is a limited liability company duly incorporated under the laws of the Commonwealth of Virginia.

5.2.2 Purchaser has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Purchaser of its obligations hereunder.

5.2.3 This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, duly authorized, executed and delivered by Purchaser. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

5.2.4 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Purchaser is a party or by which Purchaser may be bound.

5.3 **<u>Broker.</u>** Seller and Purchaser each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Property. To the extent permitted by applicable law, Purchaser shall indemnify, defend and hold Seller free and harmless from the claims of all brokers, representatives, employees, agents or other intermediaries claiming to have contracted with or represented Purchaser. This indemnity shall survive Closing and any termination of this Agreement.

5.4 **<u>Property Condition.</u>**

5.4.1 <u>DISCLAIMER</u>. UNLESS OTHERWISE STATED IN THIS AGREEMENT, THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, AND, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

6. CONDITIONS PRECEDENT TO CLOSING.

6.1 **<u>Conditions for the Benefit of Purchaser.</u>** The obligation of Purchaser to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

6.1.1 The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date hereof and the Date of Closing as if the same were made on and as of such date.

6.1.2 Seller shall have performed each and every obligation and covenant of Seller to be performed hereunder unless performance thereof is waived by Purchaser.

6.1.3 Since the last day of the Due Diligence Period there has been no material and adverse change in (i) the physical condition of the Property, or (ii) title to the Property, such as the appearance for the first time of title matters not previously disclosed in the Title Commitment, provided that any change in condition due to casualty or condemnation shall be controlled by the provisions of Section 9.

6.1.4 All Service Contracts not approved by and being assigned to Purchaser or which are not terminable upon thirty (30) days' notice, shall have been terminated.

6.2 **<u>Waiver of Conditions.</u>** Purchaser shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Purchaser unless it is in writing and executed by an authorized officer of Purchaser.

6.3 **<u>Conditions for the Benefit of Seller.</u>** The obligation of Seller to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

6.3.1 The representations and warranties of Purchaser contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date hereof and the Date of Closing as if the same were made on and as of such date.

6.3.2 Purchaser shall have performed each and every obligation and covenant of Purchaser to be performed hereunder unless performance thereof is waived by Seller.

6.4 **Waiver of Conditions.** Seller shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Seller unless it is in writing and executed by an authorized officer of Seller.

7. CLOSING COSTS AND PRORATIONS.

7.1 **Purchaser's Costs.** Purchaser will pay the following costs of closing this transaction:

7.1.1 The recording fees for the Deed and all recording fees related to any mortgage or other financing documentation, and any and all state and county recordation, documentary or transfer taxes [excluding the Grantor Tax (VA Code 59.1-802) and the Regional Congestion Relief fee (VA Code 58.1-802.2), which is payable by Seller];

7.1.2 All premiums, fees and costs associated with the issuance of any Title Policy by the Title Company as well as for all premiums, fees and costs associated with the issuance of a mortgagee title insurance policy;

7.1.3 The settlement fees and other charges of the Closing Agent due in connection with the closing of this transaction;

7.1.4 The fees and disbursements of Purchaser's counsel;

7.1.5 The cost of the Survey;

7.1.6 The fees and any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction; and

7.1.7 Any and all costs and expenses in connection with obtaining financing for the purchase of the Property, including without limitation any recordation or transfer taxes required to be paid upon the recordation of any deed of trust, mortgage or other security agreement executed and recorded in connection with such financing; and

7.2 **Seller's Costs.** Seller will pay the following costs of closing this transaction:

7.2.1 The Virginia statutory Grantor's Tax (VA Code 59.1-802 and the Regional Congestion Relief Fee (VA Code 58.1-802.2), unless exempt, payable on the recordation of the Deed;

7.2.2 The fees and disbursements of Seller's counsel; and

7.2.3 All release fees and other charges required to be paid in order to release from the Property the lien of any mortgage or other security interest which Seller is obligated to remove pursuant to the terms of this Agreement.

7.3 Prorations. All revenues and expenses, including, but not limited to rents and any other amounts paid by tenants, personal property taxes, condo fees, installment payments of special assessment liens, vault charges, sewer charges, utility charges, reimbursement of maintenance and repair expenses and normally prorated operating expenses billed or paid as of the Date of Closing shall be prorated as of 11:59 p.m. on the day before the Date of Closing and shall be adjusted against the Purchase Price due at Closing.

7.4 Taxes. General real estate taxes and special assessments relating to the Property payable during the year in which Closing occurs shall be prorated with respect to the Property as of the Date of Closing, with Seller being responsible for taxes attributable to Seller's period of ownership and Purchaser being responsible for taxes attributable to the period from and after the Date of Closing. In no event shall Seller be responsible for any taxes relating to any period in which Seller did not own the Property. If Closing shall occur before the actual taxes and special assessments payable during such year are known, the apportionment of taxes shall be upon the basis of taxes for the Property payable during the immediately preceding year. If, as the result of an appeal of the assessed valuation of the Property for any real estate tax year prior to (or including) the Closing, there is issued after Closing an administrative ruling, judicial decision or settlement by which the assessed value of the Property for such tax year is reduced, and a real estate tax refund issued, Seller shall be entitled to all such refunds relating to the period prior to Closing. No post-closing re-prorations shall occur.

7.5 In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Property is located.

7.6 Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this **Section** 7 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property during its period of ownership and shall receive all income therefrom accruing through midnight of the day preceding the Closing and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

8. CLOSING AND ESCROW.

8.1 Seller's Deliveries. Seller shall deliver either at the Closing or by making available at the Property, as appropriate, the following original documents, each executed and, if required, acknowledged:

8.1.1 A Special Warranty Deed (the ***"Deed"***) in the form reasonably acceptable to Purchaser's counsel.

8.1.2 Originals (to the extent in Seller's actual possession) of all: (i) warranties then in effect, if any, with respect to the Property or to the Improvements or any repairs or renovations to such Improvements; and (ii) an assignment of all such warranties and guarantees being conveyed hereunder, conveying to Purchaser Seller's rights, title and interests in and to the warranties attributable to the Property.

8.1.3 An affidavit pursuant to the Foreign Investment and Real Property Tax Act.

8.1.4 Appropriate evidence of authority, capacity and status of Seller as reasonably required by Purchaser's counsel and the Title Company.

8.1.5 An "Owner's Affidavit", in form reasonably acceptable to Purchaser's counsel and the Title Company and sufficient for the Title Company to delete any exceptions for: (i) mechanics' or materialmen's liens arising from work at the Property which is the responsibility of Seller hereunder, (ii) parties in possession, other than tenants as tenants only, and, (iii) matters not shown in the public records.

8.1.6 A settlement statement (the ***"Settlement Statement"),*** prepared by the Closing Agent.

8.1.7 Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.

8.2 Purchaser's Deliveries. At the Closing, Purchaser shall: (i) pay Seller the Purchase Price as required by, and in the manner described in, **Section 2** hereof; and (ii) execute and deliver the following documents:

8.2.1 Evidence of Purchaser's authority, and the authority of the person executing any documents at Closing on behalf of Purchaser, acceptable to Seller and the Title Company, to enter into the transactions contemplated by this Agreement.

8.2.2 The Settlement Statement.

8.2.3 Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.

8.3 Possession. Purchaser shall be entitled to possession of the Property at the conclusion of the Closing.

8.4 Escrow Closing. Purchaser and Seller (or their respective counsel on behalf of Purchaser and Seller) shall execute letters of escrow closing instructions (the *"Closing Instructions")* which will provide that, on the Date of Closing: (a) Seller and Purchaser shall each deposit with the Closing Agent all of the documents and instruments described in Section 8.1 and Section 8.2, above (the *"Closing Documents");* and (b) Purchaser shall deposit with the Closing Agent the Purchase Price required to be paid after application of all prorations, adjustments and credits required to be made under this Agreement, (the *"Adjusted Purchase Price"),* all of which shall be set forth on, and mutually agreeable pursuant to, a Settlement Statement executed by both Purchaser and Seller at Closing. Upon receipt of the Adjusted Purchase Price, and the satisfaction of all other conditions set forth in the Closing Instructions, the Closing Agent shall be authorized and directed to disburse the Adjusted Purchase Price to Seller or its designee(s), record the Deed among the land records of Prince William County, Virginia, and release the remaining Closing Documents to the appropriate parties, all in strict accordance with the Closing Instructions.

9. DAMAGE, DESTRUCTION AND CONDEMNATION.

9.1 Casualty. Except as provided herein, Seller assumes all risk of loss or damage to the Property by fire or other casualty until control of the Property is delivered to Purchaser. If at any time on or prior to the Date of Closing any portion of the Property is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give written notice thereof to Purchaser. If the estimated cost to repair the damage or destruction exceeds $50,000.00 as reasonably estimated by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days following the date upon which Purchaser receives Seller's written notice of the destruction or damage. If Purchaser does not elect to so terminate this Agreement within said ten (10) day period, or if the cost of repair is equal to or less than $50,000.00, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price, except that all resulting insurance proceeds will be assigned to Purchaser.

9.2 **Condemnation.** In the event, at any time on or prior to the Date of Closing, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Property, and which portions of the Property will be affected thereby) to Purchaser. If the taking would substantially and materially prevent the Purchaser from achieving its intended use of the Property, all as determined by Purchaser in its sole discretion, then the Purchaser shall have the right to terminate this Agreement by written notice to Seller within fifteen (15) days following the date upon which Purchaser receives Seller's written notice of such action or proceeding. If Purchaser does not elect to so terminate this Agreement within said fifteen (15) day period, this Agreement shall remain in full force and effect and the parties shall proceed to closing without any reduction or adjustment in the Purchase Price, except that all resulting condemnation proceeds will be assigned to Purchaser.

10. FAILURE OF CONDITIONS PRECEDENT; DEFAULT AND REMEDIES.

10.1 **Failure of Conditions Precedent.** If any of the conditions precedent stated in **Article 6.1** have not occurred or been satisfied on or before the Closing Date, Purchaser may: (a) terminate this Agreement by written notice to Seller and the Closing Agent on or before the Closing Date, in which event, provided however, if the applicable conditions were not satisfied or caused to fail due to Seller's actions required to be taken pursuant to this Agreement or the failure of any representation or warranty made by Seller in this Agreement, Purchaser shall be entitled to receive reimbursement from the Seller its reasonable out-of-pocket expenses incurred by Purchaser solely in connection with this Agreement (including, but not limited to: attorneys' fees, engineering fees, consulting fees, and the costs of the Survey, title report, Inspections, and any other reasonable due diligence costs; but not including any fees, charges or expenses of any kind for any financing being procured by the Purchaser) from the Effective Date until the date of notice of termination to Seller, but in no event to exceed the sum of Ten Thousand and no/100 Dollars ($10,000); or (b) to waive such conditions precedent and proceed to Closing. If any of the conditions precedent stated in **Article 6.3** have not occurred or been satisfied on or before the Closing Date, Seller may: (a) terminate this Agreement by written notice to Purchaser and the Closing Agent on or before the Closing Date, or (b) to waive such conditions precedent and proceed to Closing.

10.2 **Purchaser Default.** If Purchaser is in default of one or more of Purchaser's obligations under this Agreement other than a failure to timely close (for which there shall be no notice and cure period), then Seller may give notice to Purchaser (with a copy to Closing Agent) specifying the nature of the default. Purchaser shall have five (5) business days after receiving that notice, but in no event beyond the Closing Date, within which to cure that default. If Purchaser fails to cure that default within that period, then Seller's sole remedy for such default shall be to terminate this Agreement by giving notice of such termination to Purchaser (with a copy to Closing Agent).

10.3 **Seller Default.** In the event Seller shall: (a) fail to sell, transfer and assign the Property to Purchaser in violation of the terms of this Agreement, and/or (b) fail to perform any other material obligation of Seller hereunder, and/or (c) breach any warranty made or granted by Seller under this Agreement, which breach is not cured by the Closing Date and/or (d) have materially and knowingly misrepresented any fact, or any of the representations of Seller contained herein are not true, accurate or complete in any material respect, Purchaser shall as its sole and exclusive remedy, be entitled to either: (i) declare this Agreement to be null and void, whereupon neither party shall have any further rights, duties or obligations hereunder except as otherwise provided herein, provided however, Purchaser shall be entitled to receive reimbursement from the Seller its reasonable out-of-pocket expenses incurred by Purchaser solely in connection with this Agreement (including, but not limited to: attorneys' fees, engineering fees, consulting fees, and the costs of the Survey, title report, Inspections, and any other reasonable due diligence costs; but not including any fees, charges or expenses of any kind for any financing being procured by the Purchaser) from the Effective Date until notice of Seller's default, but in no event to exceed the sum of Ten Thousand and no/100 Dollars ($10,000); or (ii) to seek specific performance of this Agreement; provided that such action for specific performance is filed in the Prince William County, Virginia courts within one (1) year of said notice of Seller's default.

10.3.1 Waiver of Default. If the Purchaser does not duly notify Seller after discovery of the default, or does not give Seller a notice of termination hereunder, then: (a) the default shall be treated as waived by the Purchaser; and (b) at Closing, Purchaser shall accept the Property subject to the default without any reduction in the Purchase Price and without any claims against Seller on account of the default, except with regard to any matters which expressly survive Closing hereunder.

10.4 Termination. Upon any termination of this Agreement pursuant to any right of a party to terminate set forth in this Agreement: (a) all documents deposited by Purchaser and Seller into escrow shall be returned by the Closing Agent to the party depositing the same; and (b) all copies of all Property Documents provided to Purchaser by Seller shall be returned to Seller, whereupon the parties will have no continuing liability to each other unless otherwise expressly stated in any provision of this Agreement.

10.5 Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, in the event that either Seller or Purchaser, as the case may be, shall bring a lawsuit against the other party for breach of such party's obligations under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorneys' fees. The "prevailing party" shall be determined by the court hearing such matter.

11. NOTICES. Any notice required or permitted to be given hereunder may be served by a party or its attorney and must be in writing and shall be deemed to be given when: (a) hand delivered; or (b) three (3) business days after depositing in United States mail for delivery by registered or certified mail with return receipt requested, or (c) one (1) business day after pickup for overnight delivery by United Parcel Service, Federal Express or another reputable overnight express service; and each notice shall be deemed to have been received on the earlier to occur of actual delivery, the date based on (a), (b) or (c) above, or the date on which delivery is refused, and all notices must be addressed to the parties at their respective addresses set forth below:

If to Seller:

City of Manassas
c/o Steve Burke
City Manager
9027 Center Street, Fourth Floor
Manassas, Virginia 20110
Phone: (703) 257-8212
E-mail: sburke@manassasva.gov

With a copy to:

S. Craig Brown

City Attorney
9027 Center Street, Fourth Floor
Manassas, Virginia 20110
Phone: (703) 257-8208
E-mail: cbrown@ci.manassas.va.us

If to Purchaser:

Ponenya, LLC
6989 Gateway Court
Manassas, Virginia 20109
Phone: (703) 303-6142 / (703) 303-6118
E-mail: paramisaya@gmail.com, nmin@wunnacontracting.com, Mthumma@wunnacontracting.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this **Section 11** to the other party. Telephone numbers and e-mail addresses are for informational purposes only. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

12. MISCELLANEOUS.

12.1 **Entire Agreement.** This Agreement, together with the Schedule attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

12.2 **Severability.** If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

12.3 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Virginia.

12.4 **Assignability.** Purchaser may not directly or indirectly assign or transfer any of Purchaser's rights, obligations and interests under this Agreement, to any person or entity, without the prior written consent or approval of Seller, which consent or approval must be requested in writing and received by the Seller not less than five (5) business days prior to the Closing Date and which consent may be given in Seller's sole and absolute discretion, provided, however, that Seller hereby consents to Purchaser's assignment of Purchaser's rights, obligations and interests under this Agreement to an entity in which Purchaser maintains a controlling economic interest, so long as notice of said assignment is provided not less than five (5) business days prior to the Closing Date. Upon any such assignment or other transfer, Purchaser and such assignee or transferee shall be jointly and severally liable for the obligations of Purchaser under this Agreement, which liability shall survive the assignment or transfer and the Closing.

12.5 **Successors Bound.** This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

12.6 **Intentionally Deleted.**

12.7 Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

12.8 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

12.9 Time of Essence. Time is of the essence with respect to the performance of the obligations of Seller and Purchaser under this Agreement.

12.10 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

12.11 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

12.12 Proper Execution. This Agreement shall have no binding force and effect on either party unless and until both Purchaser and Seller shall have executed and delivered this Agreement.

12.13 Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

12.14 Business Days. As set forth in this Agreement, any day which is not a Saturday, Sunday or Legal Holiday (as defined below), shall be referred to as a "business day". If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term ***"Legal Holiday"*** shall mean any local or federal holiday on which post offices are closed in the Commonwealth of Virginia.

12.15 Limitation of Liability. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate, servicer or agent of or in Seller, Purchaser or any affiliate of any of the foregoing will have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this paragraph will survive the termination of this Agreement or the Closing, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument. In no event will Seller or Purchaser be liable for any consequential, exemplary or punitive damages under any circumstances in connection with this Agreement or the transaction contemplated hereby.

12.16 Waiver of Jury Trial. To the fullest extent permitted by applicable law, the parties each hereby knowingly, voluntarily and intentionally waive any right (whether arising under the

Constitution of the United States or that of the State in which the Property is located or any other state, or under any foreign jurisdiction, under any statutes regarding or rules of civil procedure applicable in any state, federal, or foreign legal proceeding, under common law, or otherwise) to demand or have a trial by jury of any claim, demand, action or cause of action arising under this Agreement or in any way connected with or related to or incidental to the discussions, dealings, or actions of such persons or any of them (whether oral or written) with respect thereto, or to the transactions related thereto, in each case whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise; and each party agrees and consents that any such claim, demand, action or cause of action shall be decided by trial court without a jury, and that any other party to this Agreement may file an original counterpart or a copy of this Agreement with any court as written evidence of such waiver of right to trial by jury. The parties acknowledge and agree that they have received full and sufficient consideration for this provision (and each other provision of each other related document to which they are a party) and that this provision is a material inducement for the Seller's accepting this Agreement. By waiving a jury trial, the parties intend claims and disputes to be resolved by a judge acting without a jury in order to avoid the delays, expenses and risks of mistaken interpretations which each party acknowledges to be greater with jury trials than with non-jury trials.

12.17 **Prohibited Persons and Transactions.** Purchaser represents and warrants to Purchaser's knowledge: (i) Purchaser is not a Prohibited Person (defined below); (ii) none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person; (iii) the funds or other assets Purchaser will transfer to Seller under this Agreement are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person; and (iv) the funds or other assets Purchaser will transfer to Seller under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7). For the purposes of this Section 12.17, the term *"Prohibited Person"* means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the *"Executive Order"); (b)* a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control *("OFAC')* at its official website, http://www.treas.gov/offices/enforcement/ofac; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OF AC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above. The foregoing representations shall survive Closing and any termination of this Agreement.

12.18 **Effective Date.** The term *"Effective Date"* as used in this Agreement shall mean and refer to a date on which this Agreement is last signed by either Seller or Purchaser, each marginal change, if any, has been correspondingly entitled by the parties and a fully signed copy of this Agreement has been delivered to each party.

12.19 **Liability of Closing Agent.** Seller and Purchaser covenant and agree that in performing any of its duties under this Agreement, Closing Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Closing Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, Closing Agent shall not incur any liability with respect to: (a) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities; or (b) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Closing Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date set forth below:

PONENYA, LLC, PURCHASER:

____

Name (printed): Nyein Min

Title: President

Date: 12/10/25

IN WITNESS WHEREOF, Seller has executed this Agreement on the date set forth below:

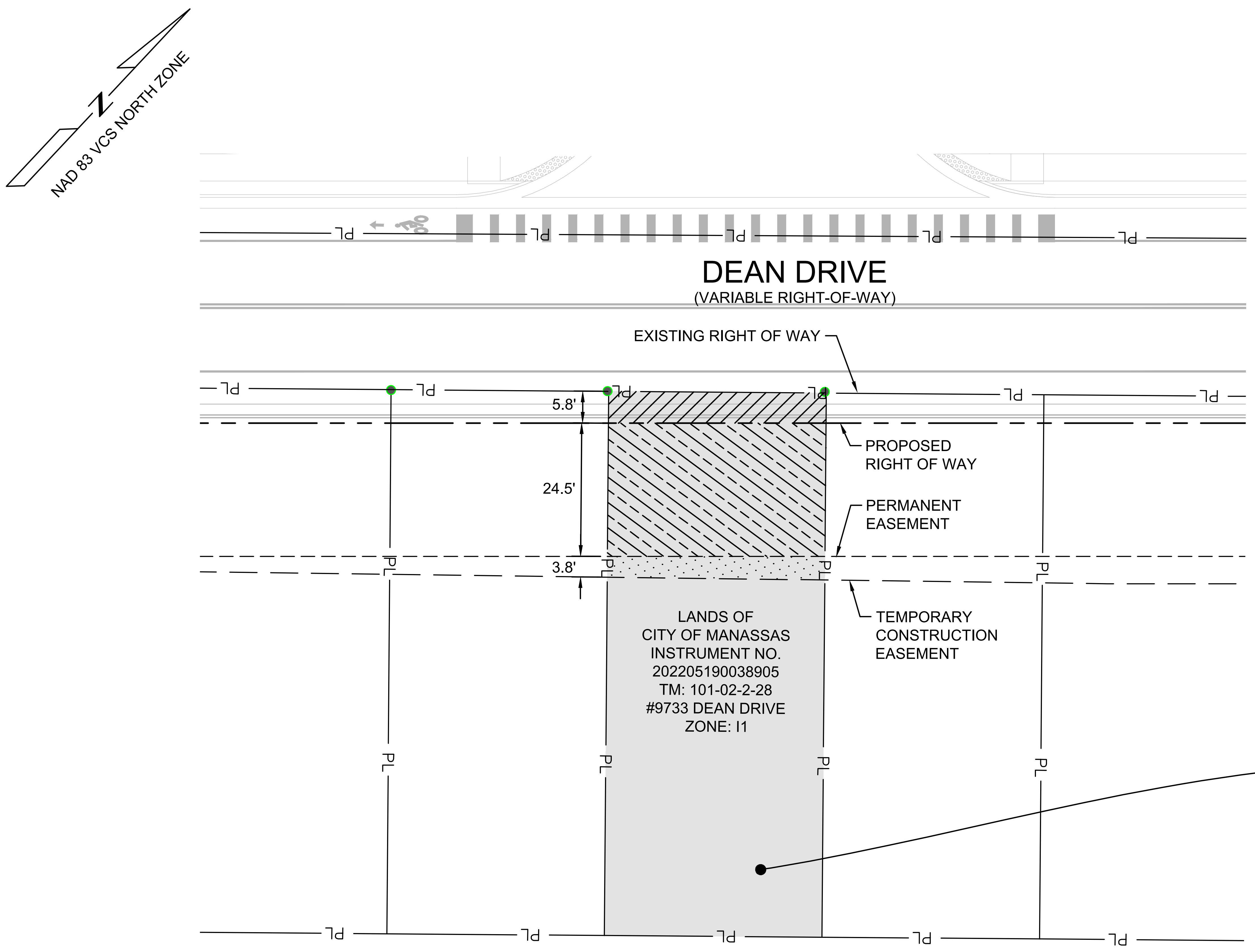
CITY OF MANASSAS, VIRGINIA, SELLER:

____

Name (printed): ______________________

Title: ______________________________

Date: ______________________________



AREA TABULATION

DESCRIPTION	AREA (SQ. FT.)
ORIGINAL LOT	4000.0000
RIGHT-OF-WAY DEDICATION	228
TEMP. CONSTRUCTION ESMT.	162
PERM. ESMT.	980
RESIDUE LOT	3,772

LEGEND:

RIGHT-OF-WAY DEDICATION
(DEDICATED FOR FUTURE ROADWAY WIDENING)

PERMANENT EASEMENT
(DEDICATED FOR FUTURE ABOVE GROUND UTILITIES AND SWM)

TEMPORARY GRADING AND CONSTRUCTION EASEMENT (TCE)
(RETURN BACK TO OWNER AFTER CONSTRUCTION FINALIZES)

GRAPHIC SCALE IN FEET
0 10 20 40

No.	REVISIONS	DATE	BY

Kimley»Horn
11400 COMMERCE PARK DR.
SUITE 400
RESTON, VA 20191
PHONE: 703-674-1300 FAX 703-674-1350
WWW.KIMLEY-HORN.COM

EXHIBIT SHOWING POTENTIAL IMPACTS AT THE ADDRESS OF

9733 DEAN DRIVE

DEAN DRIVE IMPROVEMENT PROJECT

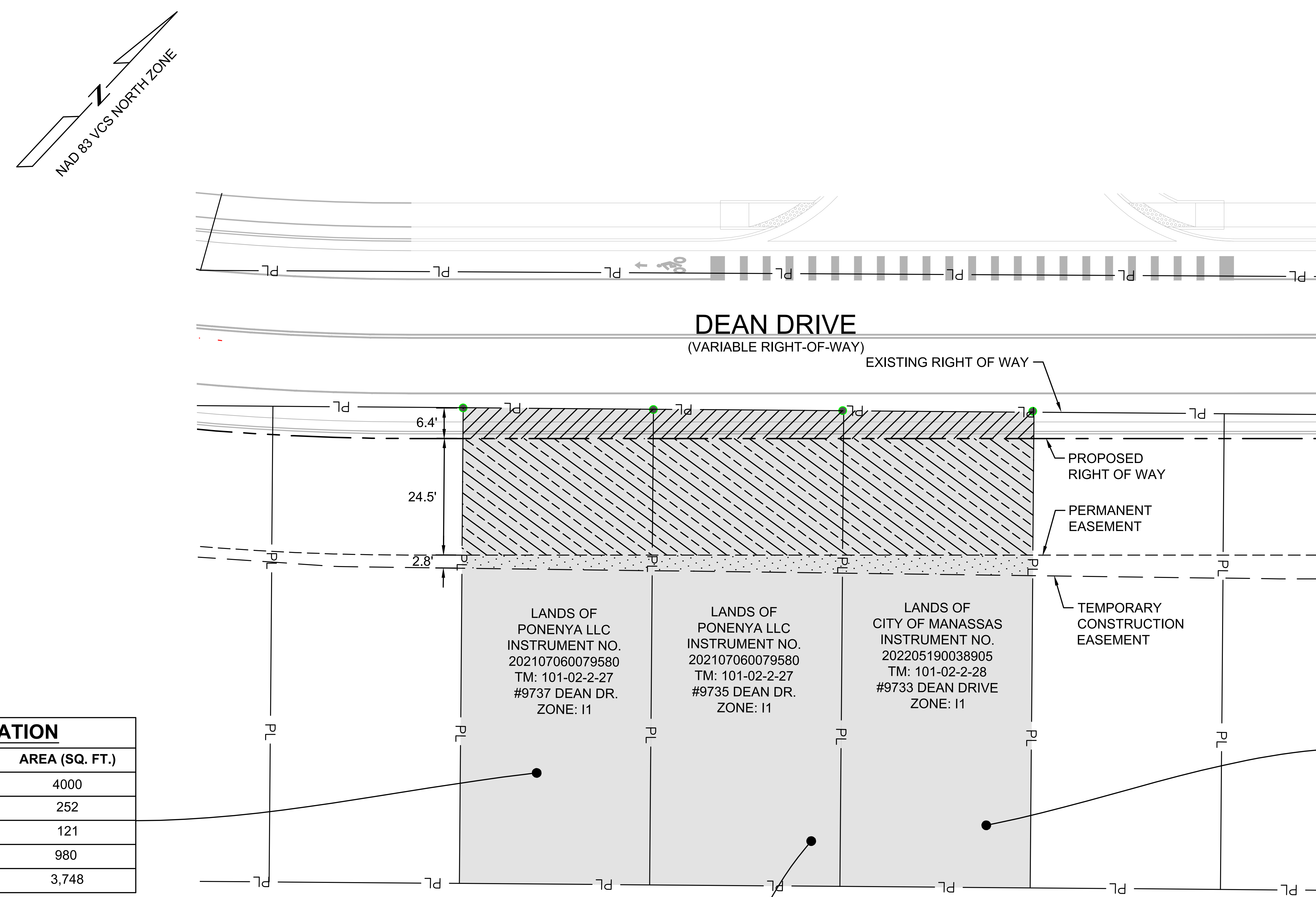
MANASSAS, VIRGINIA
Rich in Historic Interest
1873

PREPARED FOR:
CITY OF MANASSAS
ENGINEERING DEPARTMENT
9027 CENTER STREET
MANASSAS, VA 20110

SCALE: AS SHOWN

DATE: 09/02/2025

SHEET 1 OF 1



AREA TABULATION

DESCRIPTION	AREA (SQ. FT.)
ORIGINAL LOT	4000
RIGHT-OF-WAY DEDICATION	252
TEMP. CONSTRUCTION ESMT.	121
PERM. ESMT.	980
RESIDUE LOT	3,748

AREA TABULATION

DESCRIPTION	AREA (SQ. FT.)
ORIGINAL LOT	4000.0000
RIGHT-OF-WAY DEDICATION	228
TEMP. CONSTRUCTION ESMT.	162
PERM. ESMT.	980
RESIDUE LOT	3,772

AREA TABULATION

DESCRIPTION	AREA (SQ. FT.)
ORIGINAL LOT	4000
RIGHT-OF-WAY DEDICATION	240
TEMP. CONSTRUCTION ESMT.	142
PERM. ESMT.	980
RESIDUE LOT	3,760

LEGEND:

- RIGHT-OF-WAY DEDICATION (DEDICATED FOR FUTURE ROADWAY WIDENING)
- PERMANENT EASEMENT (DEDICATED FOR FUTURE ABOVE GROUND UTILITIES AND SWM)
- TEMPORARY GRADING AND CONSTRUCTION EASEMENT (TCE) (RETURN BACK TO OWNER AFTER CONSTRUCTION FINALIZES)

GRAPHIC SCALE IN FEET
0 10 20 40

No.	REVISIONS	DATE	BY

Kimley»Horn
11400 COMMERCE PARK DR.
SUITE 400
RESTON, VA 20191
PHONE: 703-674-1300 FAX 703-674-1350
WWW.KIMLEY-HORN.COM

EXHIBIT SHOWING POTENTIAL IMPACTS AT THE ADDRESSES OF

9733 DEAN DRIVE
9735 DEAN DRIVE
9737 DEAN DRIVE

DEAN DRIVE IMPROVEMENT PROJECT

PREPARED FOR:
CITY OF MANASSAS
ENGINEERING DEPARTMENT
9027 CENTER STREET
MANASSAS, VA 20110

SCALE: AS SHOWN
DATE: 09/02/2025
SHEET 1 OF 1

City Council Agenda Item Report

Agenda Item No. 5.1
Submitted by: Eric Smith
Submitting Department: City Attorney
Meeting Date: February 23, 2026

Item Title

Resolution Authorizing a Closed Meeting of City Council

Suggested Action and/or Recommendation

Suggested Motion

Item Type Authorize a Closed Meeting
Submitting Department City Attorney
Meeting Body City Council

Item ID 2026-673
Drafter Eric Smith
Meeting Date February 23, 2026

ATTACHMENTS

- Resolution #R-2026-673 Closed Meeting 02-23-26 Performance of City Officers.pdf

MOTION:

SECOND:

February 23, 2026
Work Session
Res. No. #R-2026-673

RE: RESOLUTION AUTHORIZING A CLOSED MEETING OF CITY COUNCIL

WHEREAS, it is necessary for the City Council of Manassas to discuss the annual performance of the City Manager and the Clerk of Council; and,

WHEREAS, pursuant to Virginia Code §§ 2.2-3711 (A) (1) these discussions may take place in a duly convened closed meeting of City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia that the Council hereby authorizes the discussion of the annual performance of the aforementioned appointees in a closed meeting of the Council.

____
Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

ATTEST:

____
Eric W. Smith, II City Clerk

Votes:

Ayes:
Nays:
Absent from Vote:
Absent from Meeting:

City Council Agenda Item Report

Agenda Item No. 6.1
Submitted by: Eric Smith
Submitting Department: City Attorney
Meeting Date: February 23, 2026

Item Title

Resolution to Certify the Closed Meeting

Suggested Action and/or Recommendation

Suggested Motion

Item Type Certify a Closed Meeting
Submitting Department City Attorney
Meeting Body City Council

Item ID 2026-674
Drafter Eric Smith
Meeting Date February 23, 2026

ATTACHMENTS

- Resolution #R-2026-674 Certify Closed Meeting - 02-23-26.pdf

MOTION: **February 17, 2026**
Work Session
SECOND: **Res. No. #R-2026-657**

RE: RESOLUTION CERTIFYING A CLOSED MEETING OF CITY COUNCIL

WHEREAS, immediately prior to this Resolution the City Council of the City of Manassas adjourned into a closed meeting in accordance with the provisions of the Virginia Freedom of Information Act; and,

WHEREAS, the Freedom of Information Act requires a certification by City Council that such closed meeting was conducted in the manner required by law.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia that the Council hereby certifies that to the best of each member's knowledge (1) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the City Council.

____
Michelle Davis-Younger Mayor
On behalf of the City Council
of Manassas, Virginia

ATTEST:

____
Eric W. Smith II City Clerk

Votes:

Ayes:
Nays:
Absent from Vote:
Absent from Meeting: