### **FOR SALE**

## FINISHED RETAIL/MEDICAL PAD SITE

12611 SMOKETOWN RD WOODBRIDGE, VA 22192



#### \$1,200,000 **SALE PRICE**

#### OFFERING SUMMARY

Lot Size: 2.13 Acres

Zoning: B-2

Jurisdiction: Prince William

County

Market: Washington DC

Woodbridge/I-95 Submarket:

Corridor

Price / SF: \$12.93

Parcel ID: 8193-92-8366

#### PROPERTY OVERVIEW

This property presents a prime opportunity for the development of up to 15,000 square feet of retail or medical office space. Formerly site plan-approved as a retail pad, the lot is construction-ready with utilities and stormwater infrastructure already in place—minimizing development lead time. With ample parking and excellent road visibility, the site is well-positioned to support a range of commercial or healthcareoriented uses. Proffers govern certain use restrictions, including prohibitions on alcohol sales, churches, and select retail categories (e.g., greeting cards, beauty supply, and prepackaged foods) to avoid competition with the adjacent Walgreens. Prospective buyers should review the proffers to confirm compatibility with their intended use. This is an ideal location for medical practices, clinics, or service-based retail in a high-traffic, growing corridor.

#### LOCATION OVERVIEW

Strategically located along Smoketown Road, this property benefits from its proximity to major highways, including I-95, ensuring seamless connectivity to Northern Virginia and the greater Washington, D.C., area. The site is surrounded by a dense and growing residential community (over 220,000 residents within 5 miles and an average household income exceeding \$150,000), as well as popular commercial attractions such as Potomac Mills Mall and Stonebridge at Potomac Town Center. With a strong mix of national retailers, dining options, and entertainment venues nearby, the area enjoys significant foot traffic and a robust customer base. This premier location positions your business at the center of a thriving retail hub, ready to capitalize on the area's dynamic growth.

PRESENTED BY:

RYAN ARCHIBALD

**INVESTMENT SALES & LEASING** 

703.420.8267

ryan@weber-rector.com

Offering is subject to errors, omissions, prior sale, change in price, or withdrawal without notice.



9401 Battle StreetManassas, VA 20110

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AI Rendering of Potential Retail/Medical Building

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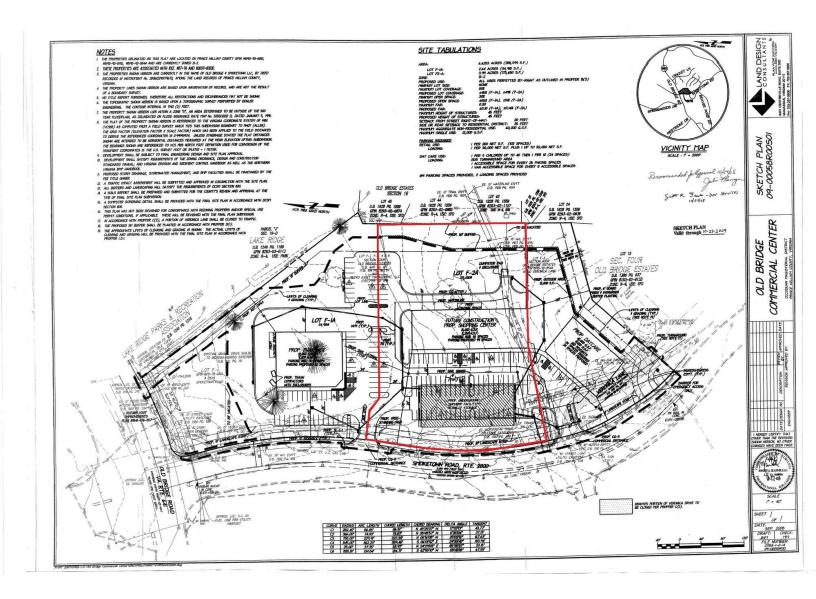
ryan@weber-rector.com



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**SITE PLAN** 



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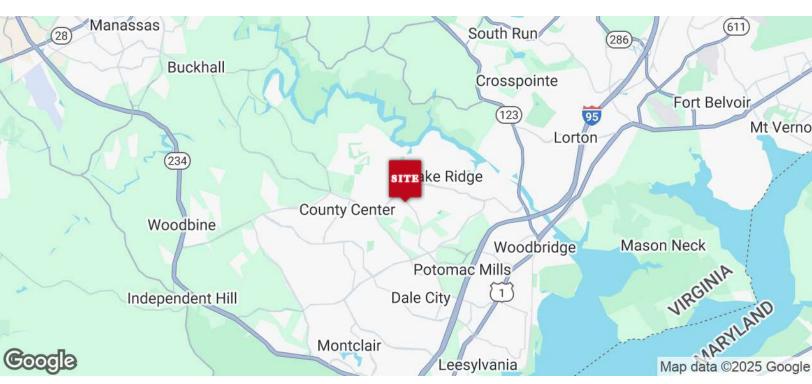
### FOR SALE

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### LOCATION MAP





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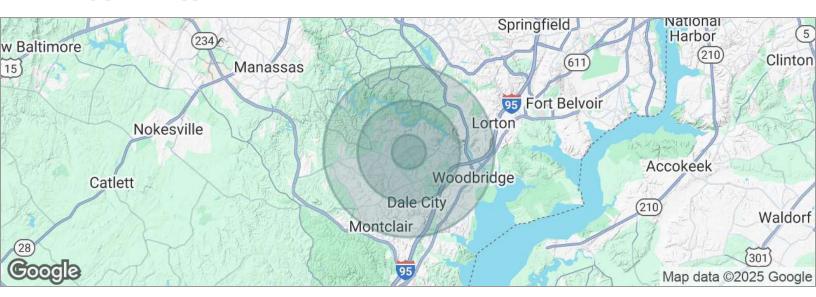
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### **DEMOGRAPHICS MAP**



POPULATION	1 MILE	3 MILES	5 MILES
Total population	17,313	92,580	222,932
Median age	37	38	37
Median age (male)	36	37	37
Median age (Female)	39	39	38
HOUSEHOLDS & INCOME	1 MILE	3 MILES	5 MILES
HOUSEHOLDS & INCOME  Total households	<b>1 MILE</b> 5,994	3 MILES 30,081	<b>5 MILES</b> 71,157
Total households	5,994	30,081	71,157

<sup>\*</sup> Demographic data derived from 2020 ACS - US Census



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### **ZONING INFORMATION**

Prince William County By Right Uses: B-2		
Adult day-care facility.	Assisted living facility.	
Barber shop, beautician studio, tanning and toning salon (one set of toning equipment only).	Bicycle service.	
Business school (*no beauty/barber school).	Cafeteria/lunchroom/snack bar/automat.	
Catering- commercial (off premises).	Child-care facility.	
Commercial artist or <del>photographer's</del> studio.	Computer and network services.	
Craft brewery (not to exceed production of 10,000 barrels per year).	Cultural arts center.	
Dry cleaning/garment processing facility, retail less than 3,000 square feet.	Dry cleaning pick-up facility.	
Event center/meeting hall.	Financial institution.	
Garden center.	Greenhouse or nursery.	
Household equipment and appliance service.	Institute for special education and training (*no beauty/barber school).	
Interior design and decorating shop.	Laundromat.	
Lawn mower service.	Locksmith.	
Medical or dental offices and clinic.	Mortuary, funeral home (except in shopping centers or shopping malls).	
Nursing and convalescent care facility.	Office.	
Office equipment service.	Optical and eye care facility.	
Pet store.	Photographic processing laboratory.	
Place of religious worship or assembly.	Private school (boarding prohibited).	
Quick service food store.	Recycling collection points, subject to the standards in section 32-250.84.	
Religious institution.	Restaurant (*no alcohol).	
Restaurant, carry-out.	Retail store (*no sales of prepackaged foods).	
School of special instruction.	Shoe repair.	
Shopping center A (See Part 100).	Tailor; seamstress shop.	
Theater (indoor).	Tool and equipment rental (minor).	
Travel agency.	Veterinary hospital.	
Wedding chapel (except in shopping centers or shopping malls).		

Click here for the full PWC zoning ordinance. The list on the flyer shows proffered out uses stricken.





Honigman Miller Schwartz and Cohn LLP Attorneys and Counselors

#### Memorandum

*To:* Jessica Booker

*From:* J. Adam Rothstein

**Re:** Walgreens Parcel

Woodbridge, VA

Date: September 1, 2011

You asked us to review and summarize a Proffer Statement dated January 26, 2007 (the "Proffer") and a Declaration of Easements, Covenants, Conditions and Restrictions dated November 23, 2010 and recorded as Instrument No. 201012080109356 (the "Declaration") with regard to an undeveloped parcel ("Undeveloped Parcel") adjacent to a Walgreens parcel ("Walgreen Parcel"), the same being Lot F-2A as shown on the Plat of Old Bridge Commercial Center, containing 4 acres of land, located on Smoketown Road in Prince William County, Woodbridge, VA. The Walgreen Parcel and the Undeveloped Parcel are collectively referred to below as the "Property."

#### A. Proffer

The Proffer was executed by the Old Bridge Estates Community Association, and was approved on February 20, 2007 by the "Office of Planning." The Proffer also pertains to other land, but the review set forth in this memorandum will be confined only to matters affecting the Undeveloped Parcel and the Walgreen Parcel. Important highlights of the Proffer are set forth below.

- 1. <u>Entrances/Offsite Improvements.</u> The Property may have two entrances with the northernmost entrance located at a minimum 300 feet from the intersection of Old Bridge Road and Smoketown Road, and such northernmost entrance is limited to a right-in/right-out entrance only. The location of the second entrance does not appear to be specified. The conditions regarding the off-site road improvements are presumed to have been satisfied with the development of the Walgreen Parcel [and that should be verified].
- 2. <u>Use Restrictions.</u> Use of the Property is as authorized pursuant to the B-2 Zoning District of the Prince William County Zoning Ordinance. No business which requires overnight parking of fleet vehicles is permitted. However, this does not preclude delivery vehicles, e.g. for a florist or bakery, for which one or two vehicles may be kept on site overnight. Specific prohibited uses are: car wash, automobile fuel sales, automobile repair and/or storage, feed and grain retailers or wholesalers, quick service food stores (such as 7-11, Hop-In, or High's), barber and beauty shops, newsstands, copying/blueprint shops, dog grooming facilities, fast food restaurants, and processing of dry cleaning. There shall be no outside storage at any time of any inventory of any tenant. Uses such as a deli, cheese and bottle, or gourmet-type facility or a dry cleaning outlet limited to pick-up and drop-off are <u>not</u> prohibited.
- 3. <u>Square Foot and Building Limitations</u>. The total gross square footage of building area on the Property is limited to 60,000 s/f, with no single tenant using or occupying more than 30,000 s/f of gross floor area. Thus, the amount of buildable square footage for the Undeveloped Parcel would be 60,000 minus the square footage of Walgreens' building. However, a minimum of 33% (19,800 minus the square footage of Walgreens' building.

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s/f) of gross area on the Property shall be office or non-retail commercial type activities. Such non-retail activities shall specifically include such uses as restaurant, financial institution, real estate office and the like.

- 4. <u>Child Care Facility</u>. Note that the southern end of the Undeveloped Parcel (adjacent to the residential units) shall be used only for a child day care center. There may be an alternative to locate other uses permitted in the B-2 Zoning District, provided that a 100-foot buffer area shall be provided along the southern boundary of the Undeveloped Parcel adjacent to the single-family units. If a child day care facility is constructed, there must be a building and playground setback of 38 feet from the southern boundary.
- 5. <u>Parking Area Restriction</u>. No more than 25% of the total parking to be provided shall be located to the rear of the buildings constructed on the Property.
- 6. <u>Building Materials/Architectural Restrictions</u>. Buildings to be constructed on the Property shall be at least 50% brick veneer incorporating traditional design features as set forth on the Plan of Old Bridge Neighborhood Activities Center, and shall have a pitched roof with architectural shingles or cedar shakes. All buildings must be complimentary to one another. Reasonable effort should be made to screen all rooftop mechanical equipment from view at street level. All dumpster pads must be screened. Any flagpole shall not exceed 35 feet in height. Light standards may not exceed 16 feet in height. Signs must be monument type and not exceed 10 feet in height. All buildings must be well maintained.

#### B. Declaration

You have advised that the Declaration contains certain errors as to parcel references which are in the process of being corrected. For purposes of this Memorandum, we will assume that the corrections have been put in place. Important highlights of the Declaration are set forth below (capitalized terms not defined in this Memorandum have the meanings given to the terms in the Declaration).

- 1. <u>Common Area Maintenance</u>. The so-called "Common Area" is defined as those areas of the Property outside of exterior walls of buildings or other structures, and may be unimproved, or improved (without limitation) as parking areas, driveways, walkways, light standards and landscaped areas. Each Parcel Owner must, at its sole cost and expense, maintain the Common Area located on its parcel in good, clean order, and in good repair and well maintained. Until such time as improvements are constructed on a Parcel, the Owner thereof shall take necessary measures to control weeds, grass, blowing dust, litter or debris.
- 2. <u>Use Restrictions on the Property.</u> Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. No portion of the <u>Property</u> shall be used, directly or indirectly, for purposes of a:
  - (a) cocktail lounge,
  - (b) bar,
  - (c) any other establishment that sells alcoholic beverages for on-premises

consumption,

### September 1, 2011 Page 3

	(d)	disco,
	(e)	bowling alley,
	(f)	pool hall,
	(g)	billiard parlor,
		skating rink,
	(h)	
	(i)	roller rink,
	(j)	amusement arcade,
	(k)	theater of any kind,
	(1)	children's play or party facility (except that a daycare facility shall be
permitted),		
	(m)	adult book store,
	(n)	adult theatre,
	(o)	adult amusement facility,
		facility selling or displaying pornographic materials or having such
diamlarya	(p)	racinty sening of displaying pornographic materials of having such
displays,	()	
	(q)	second hand store,
	(r)	off lot closeout or liquidation store,
	(s)	auction house,
	(t)	flea market,
	(u)	beauty school,
	(v)	barber college,
	(w)	gymnasium,
	(x)	sport or health club or spa,
		blood bank,
	(y)	
	(z)	massage parlor,
	(aa)	funeral home,
	(bb)	sleeping quarters or lodging,
	(cc)	the outdoor housing or raising of animals,
	(dd)	the sale, leasing or storage of automobiles, boats or other vehicles,
	(ee)	any industrial use (including, without limitation, any manufacturing,
smelting, rendering, brouses),		refining, chemical manufacturing or processing, or other manufacturing
4505),	(ff)	any mining or mineral exploration or development except by non-surface
maans	(11)	any mining of mineral exploration of development except by non-surface
means,	(~~)	
	(gg)	car wash,
	(hh)	carnival, amusement park or circus,
	(ii)	an assembly hall,
	(jj)	off track betting establishment,
	(kk)	bingo hall,
	(11)	any use involving the use, storage, disposal or handling of hazardous
materials or undergroun	d storag	
E	(mm)	any use which may materially or adversely affect the water and sewer
services supplied to the	. ,	
	(nn)	a church, temple, synagogue, mosque, or other house of worship, and
	(00)	facility for the sale of paraphernalia for use with illicit drugs, or
	(pp)	any use which creates a nuisance.
3.		strictions on the Undeveloped Parcel. The <u>Undeveloped</u>
Parcel may not be used	for any	of or any combination of the following:

September 1, 2011 Page 4

- (a) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind;
- (b) the operation of a medical diagnostic lab or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office(s) which shall not be restricted by the foregoing);
  - (c) the sale of so-called health and beauty aids or drug sundries;
- (d) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises;
- (e) the operation of a business in which photofinishing services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) or photographic film are offered for sale;
- (f) the operation of a business in which greeting cards or gift wrap are offered for sale; and
- (g) the operation of a business in which prepackaged food items for off premises consumption are offered for sale.
- 4. <u>Drive Through Facilities</u>. Any vehicular drive-up or drive-through facilities located on the Undeveloped Parcel shall operate in such a manner as to not stop or stand in a driveway which would interfere with the normal pattern and flow of pedestrian or vehicular traffic, or which would back-up traffic onto the Walgreen Parcel.
- 5. <u>Insurance, Taxes</u>. Each Owner shall procure and maintain general and/or comprehensive public and property damage insurance of not less than \$2,000,000.00 naming each other Parcel Owner (and Walgreens) as additional insureds. Each Owner pays all taxes and assessments, or other charges, which are levied on its Parcel.
- 6. Reciprocal Easements, Utilities, Construction. Reciprocal easements for ingress and egress over the driveways, roadways and walkways and for installation, repair and maintenance of all utility facilities for the Common Areas and buildings on the Property was granted for the benefit of each Parcel Owner. The location of any utilities shall be subject to the approval of the burdened Parcel Owner (and Walgreens). The location of the entrance areas and driveways are as shown on the Site Plan thereto [which, we are informed was not recorded]. Once commenced, any construction undertaken in reliance upon an easement granted shall be diligently prosecuted to completion as to minimize any interference with the businesses on any other Parcel. The Undeveloped Parcel Owner shall not undertake any work (except minor work or emergency repairs) during the months of November or December, without the consent of the Walgreen Parcel Owner and of Walgreens. The easements granted shall be used and enjoyed by each Owner in a manner so as to not unreasonably interfere with the operations of any business. No easement rights are created in the general public.

September 1, 2011 Page 5

- 7. <u>Sign.</u> An exclusive easement for a sign (and utility line thereto) was created on the Undeveloped Parcel which sign shall be used, operated, illuminated, repaired and maintained by Walgreens. The visibility of the sign may not be obstructed.
- 8. <u>Indemnities, Self Help, Lien Rights</u>. Each Owner indemnifies the other. In the event of a breach or default of the Declaration by an Owner the other Owner (and Walgreens) may seek legal and equitable remedies, including self help. If after 30 days written notice by an Owner to the other Owner of a default and the Defaulting Owner does not cure the default, the Non-Defaulting Owner may make repairs and seek reimbursement for costs from the Defaulting Owner. Unpaid amounts will then bear interest and the entirety expended plus interest can be secured by a lien by recording a notice of same. In the event a party institutes any legal action, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.
- 9. <u>Consents and Approvals Not to be Unreasonably Withheld.</u> Whenever consent or approval of an Owner is required, such consent shall not be unreasonably withheld.

No other documents with respect to the Property have been reviewed. This Memorandum is a summary only. It therefore, by definition, does not identify all provisions of the Proffer or the Declaration that may impact the ownership or use of any portion of the Property. Before any commitments are made or portions purchased or leased, any prospective purchaser or tenant should review, in detail, all restrictions on the Property including the Proffer and the Declaration and consult with their legal counsel as to their meaning in any particular situation.

This Memorandum is not an opinion letter or opinion of title. The attorneys and staff that were involved in the preparation of this Memorandum are not licensed to practice law in Virginia and local Virginia law may impact any interpretation or enforcement of the Proffer and/or the Declaration. This Memorandum may be relied upon only by the addressee. The delivery of a copy this Memorandum to any third party outside of Phillips Edison & Company and its affiliates will not create any attorney client or other relationship between this law firm and such third party entitling such third party to rely on this Memorandum.