DATE: November 13, 2015

SUBJECTS: Ballston Quarter Development

A. SP #193 SITE PLAN AMENDMENT Ballston Air Rights Acquisition Company, LLC to permit modifications to facade, streetscape, landscape and the addition of approximately 14,838 square feet of office GFA with modification of use regulations for density and other modifications necessary to achieve the proposed development; located at 685 N. Glebe Road (RPC# 14-059-045) and 701 N. Glebe Road (RPC# 14-059-044).

B. SP #193 SITE PLAN AMENDMENT FC Ballston Common, LLC to permit modification to the facade, streetscape, landscape and the addition of approximately 11,854 square feet of retail GFA with modification of use regulations necessary to achieve the proposed development; located at 4238 Wilson Boulevard (RPC# 14-059-035), and 671 N. Glebe Road (RPC# 14-059-036).

C. SP #193 SITE PLAN AMENDMENT Ballston Acquisition Company, LLC to permit construction of approximately 406 residential units and 66,475 square feet of retail GFA with modification of use regulations for density, height, parking, penthouse uses, and other modifications necessary to achieve the proposed development; located at 4100 Wilson Boulevard (RPC# 14-059-028 and portion of 14-059-035).

Applicants:
Ballston Air Rights Acquisition Company, LLC
10945 John Hopkins Road
Laurel, Maryland 20723

FC Ballston Common, LLC
301 Walter Street, SE, Suite 201
Washington, DC 20003

41. A., B., C.
C.M. RECOMMENDATIONS:

A. **Adopt** the attached ordinance to approve the subject site plan amendment, to permit modifications to the façade, streetscape, landscape and the addition of approximately 14,838 square feet of office GFA with modifications of use regulations for density and other modifications identified herein necessary to achieve the proposed development subject to all previously approved conditions and the conditions of the ordinance applicable only to the office renovation.

B. **Adopt** the attached ordinance to approve the subject site plan amendment, to permit modification to the facade, streetscape, landscape and the addition of approximately 11,854 square feet of retail GFA with modification of use regulations identified herein necessary to achieve the proposed development, subject to all previously approved conditions and the conditions of the ordinance applicable only to the mall renovation.

C. **Adopt** the attached ordinance to approve the subject site plan amendment, to permit construction of approximately 406 residential units and 66,475 square feet of retail GFA with modification of use regulations for density, height, parking, penthouse uses, and other modifications identified herein necessary to achieve the proposed development, subject to all previously approved conditions and the conditions of the ordinance applicable only to the residential building.

ISSUES: Amendments are proposed to SP #193, the Ballston Common Mall and the office building above Macy’s along with the construction of a new residential building on the large, triangular shaped block. The following issues have been identified through the public review process:

- The level of improvements proposed for the Wilson Boulevard face of the project do not carry over in terms of how the project presents itself to the remaining frontages of the block, especially along N. Glebe Road with respect to the façade, streetscape, and branding;
- Limited improvements to the Macy’s Department store beneath the renovated office building;
- The proposal to close Wilson Boulevard and N. Randolph Street to pedestrian traffic along the frontages of the site during construction; and
- Community benefits commensurate to the increased height and density of the proposed residential building.
**SUMMARY:** Three site plan amendment applications have been filed to modify site plan #193 as follows:

1. **Office Renovation (Ballston Air Rights Company, LLC)** to modify the three levels of an existing office building above Macy’s department store including façade improvements, the addition of new entrances at grade on N. Glebe Road and Wilson Boulevard, an interior courtyard, and streetscape improvements.

2. **Mall Renovation (FC Ballston Common, LLC)** to modify the existing three-story shopping mall with façade improvements, interior improvements, the addition of an open space plaza and mews, streetscape improvements, and improvements to the Ballston Parking Garage; and

3. **Residential Building (Ballston Acquisition Company, LLC)** to demolish the existing Macy’s Home Furniture store located at the corner of Wilson Boulevard and N. Randolph Street to permit construction of a 22-story residential building with 406 dwelling units and approximately 66,475 square feet of ground floor and second story retail.

Neither the “Point” office building, 4200 Wilson office building, Macy’s, the Kettler Iceplex, nor the office building fronting onto N. Glebe Road, Avalon Bay (previously the E-Trade Tower) are proposed to be modified with the subject site plan amendments.

With changes in the national economy and approaches to development and redevelopment of shopping malls throughout the country, Ballston Common Shopping Mall is primed for redevelopment through a continuation of the County’s past cooperative approach to that site to ensure that the long term planning goals and vision for the Ballston area are met. As further
detailed in this report, the County’s vision for the area has consistently sought to “facilitate the creation of a dynamic downtown area by ensuring that development would include a mix of commercial, office and residential uses” (Ballston Sector Plan Summary). Development of the Ballston Common site and Ballston Common Shopping Mall continues to be key to implementation of this vision for the larger Ballston area. The Applicant’s proposals for significant improvements to the regional shopping mall coupled with the addition of a new residential building and improved office building would be consistent with the Ballston Area Plan and County planning goals and policies, specifically the need to encourage revitalization of the existing regional shopping center which has been and continues to be envisioned as the commercial core of the surrounding commercial and residential neighborhood and the catalyst for further development in the area. The continued decline or loss of the mall would have broad impact on the viability of the surrounding Ballston neighborhood and its long term sustainability. These impacts present exceptional circumstances warranting considerations not applicable to other redevelopment proposals.

To achieve the proposed development, the Applicant for the residential building requests bonus density and height and modifications to parking. The density and height of the proposed residential building is compatible with adjacent surrounding development in terms of massing, scale, and overall context. The proposed building is located to ensure appropriate transition to lower scale residential development south and west of the block and impacts to the surrounding properties and the neighborhood would be minimal. The addition of residential uses to the existing commercial and office uses is further permitted by the site’s current zoning district regulations as may be modified by the County Board and the site’s General Land Use Plan (GLUP) designation. The proposed mix of uses and building form is supported by the area Plan and would be a contributing factor to the future success of Ballston. With respect to parking, to mitigate impacts on the neighborhood, an enhanced Transportation Demand Management (TDM) program is proposed. As such, staff finds the reduced parking ratio of 0.7 spaces per unit for the proposed residential building is appropriate at this location.

It is proposed that the additional density and height be achieved consistent with the commitment to LEED Silver Certification under the County’s Green Building Density Incentive Program for Site Plan Projects, as well as the provision of public amenities and improvements associated with the redevelopment of the mall. In addition to transportation and streetscape improvements and other commitments typical of site plan projects, more modern publicly accessible gathering spaces are proposed including spaces for community events where activities may be programmed by others such as the Ballston BID; the creation of approximately 5,800 square feet of publicly accessible open space plazas, a mews, a new pedestrian bridge over, and the re-design of Wilson Boulevard, and a N. Randolph Street pedestrian corridor which would provide a connection to open spaces and access to the site from the east; and improvements and vertical connections to the Ballston Parking Garage. Altogether, these proposed improvements facilitate access, circulation, and connectivity to and through Ballston and the surrounding neighborhoods.

The most significant contribution of the proposed amendments is the redevelopment and repositioning of one of the County’s long-time, key assets and contributor to the continued success of Ballston, the regional shopping center. As proposed, the project provides long term return on investment for the County in addition to the revitalization of the retail center. The
success of the retail center is instrumental to the planned success of Ballston, and its continued
growth and development consistent with the County’s adopted plans, and land use and planning
goals for the area. The proposed development will result in Ballston Quarter, a complete mixed-
use development for the future of Ballston. The Ballston Quarter proposal increases
placemaking efforts by pulling storefronts to the street, creating multiple entry points and
creating activity and attractions on the outside as well as the inside. Therefore, staff
recommends that the County Board adopt the attached ordinances to approve the subject site plan
amendments, subject to all previously approved conditions for the site plan and the conditions of
the ordinances that are applicable only to the subject site plan amendments.

BACKGROUND: With the 1980 adoption of the Ballston Sector Plan, planning and land use
goals for the Ballston Metro Station Area established the Metro Station and Parkington Shopping
Center as the focal point for development. In 1982, the County Board approved a GLUP
amendment, rezoning and site plan to permit the redevelopment of the Parkington Shopping
Center as Ballston Galleria. The approval included renovation of the existing Hecht’s store,
construction of a new mall, department store and shops, construction of three office buildings
and the addition of three new levels of parking to an existing parking garage. Although not
identified specifically as a Phased Development Site Plan (PDSP), the approval allowed for an
overall program of development on the more than 13-acre site to be allocated to multiple
buildings and uses that would be constructed in phases over time.

The Ballston Common Shopping Mall was developed through a cooperative venture between
Arlington County and a private developer and opened in 1986. It replaced the Parkington
Shopping Center which was constructed in 1952, and established a major retail center in
Arlington.

The following provides additional information about the site and location

Site: The 13.43-acre, triangular shaped site is located in Ballston on the block bounded by
Wilson Boulevard to the north, N. Randolph Street to the east and Glebe Road to the south.
Adjacent and surrounding land uses are as follows:

To the north: Across Wilson Boulevard, SP #20, the Liberty Center multiple building,
mixed use development east of N. Randolph Street, immediately adjacent, SP #239, Lincoln Towers site plan – multiple building, mixed use
development; Site Plan #256, Stuart Park multifamily residential, and SP #249 NRECA and the Ellipse at Ballston; Zoned “C-O-A” and designated
as Coordinated Mixed Use Development district on the GLUP.

To the west: Immediately west of the Point office building across Wilson and Glebe, is
the Peck Staples/AHC site plan, SP #401; Zoned “C-O-2.5” and designated
“Medium” Office Apartment Hotel on the GLUP.

To the east: SP #413, Founders Square multiple building, mixed use site plan including
a 20-story office building immediately adjacent to the site and a 17-story residential building, 13-story secure office building, 11-story hotel and a
one-story retail building; Zoned “C-O-2.5” and designated as “Medium” Office Apartment Hotel on the GLUP. Also, American Service Center zoned “CM” and designated as “Medium” Office Apartment Hotel on the GLUP.

To the south: Across N. Glebe Road, SP #72 including Harris Teeter grocery store, American Service Center and the recently constructed Maxwell multifamily residential project located at 650 Glebe zoned “C-O-2.5”, “C-2” and “R-C” and designated “Low Medium” Residential, “Medium” Residential, and “High Medium” Residential Mixed Use on the GLUP, respectively. One-story by-right commercial development including an Exxon gas station and 670 Glebe currently zoned “C-2” and designated as “High Medium” Residential Mixed Use on the GLUP. Proposed development of 178 units residential with ground floor retail and rezoning to “R-C”; 750 Glebe Road developed currently with the commercial uses to include the Rosenthal Mazda dealership and Enterprise Rental Car; Zoned “C-2”, “R-5” and “RA 8-18” and designated as High-Medium Residential Mixed Use on the GLUP.

Zoning: The site is zoned “C-O-2.5” Mixed Use District.

General Land Use Plan Designation: The site is designated “Medium” Office Apartment Hotel on the GLUP which permits up to 2.5 FAR office commercial, 115 units per acre apartment, and 180 units per acre hotel.
Neighborhood: The site is located within the Ashton Heights Civic Association. It is adjacent to the Ballston Virginia Square, Bluemont and Buckingham Civic Associations. Each of these civic associations participated in the public review process for the site plan amendments as further detailed in the Community Process section of this report.

Existing Development: Site Plan #193 is comprised of the Point Office building, the three story Ballston Common Mall, Avalon Bay office tower over ground floor retail and a second story movie theater, Macy’s Department Store and Home Furniture Store, an office building at 4200 Wilson Boulevard, and the Ballston Parking Garage on top of which sits, the Kettler IcePlex. As the site plan has been amended from time to time by the County Board, it is currently approved today for approximately 1,679,628 square feet of office and retail development, as well as an ice rink facility on top of an 8-level public parking garage providing 2,980 spaces.

<table>
<thead>
<tr>
<th>Use</th>
<th>Approved GFA (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>850,000</td>
</tr>
<tr>
<td>Retail</td>
<td>662,660</td>
</tr>
<tr>
<td>Flex Use Office/Retail</td>
<td>25,000</td>
</tr>
<tr>
<td>Ice Skating Facility</td>
<td>141,968</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>1,679,628</strong></td>
</tr>
</tbody>
</table>

As built, the approved uses on the site total approximately 1,535,163 square feet of gross floor area.

<table>
<thead>
<tr>
<th>Built Gross Floor Area – SP #193</th>
<th>GFA (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Macy's/Hech'ts</td>
<td>348,514</td>
</tr>
<tr>
<td>Macy’s Home Furniture Store</td>
<td>120,000</td>
</tr>
<tr>
<td>Mall</td>
<td>220,000</td>
</tr>
<tr>
<td>4200 Wilson Office</td>
<td>183,691</td>
</tr>
<tr>
<td>Glebe Road Office</td>
<td>252,443</td>
</tr>
<tr>
<td>Point Office</td>
<td>268,547</td>
</tr>
<tr>
<td>Ice Skating Facility</td>
<td>141,968</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,535,163</strong></td>
</tr>
</tbody>
</table>

As there is less gross floor area built today than was approved by the County Board, there is approximately 144,465 of unused, un-built gross floor area associated with SP #193. With the proposed redevelopment to construct a new residential building on the site of the existing Home Furniture store, there would be a loss of approximately 120,000 square feet of gross floor area for the project. All total this would result in 264,465 square feet of available gross floor which is proposed to be used to support the subject redevelopment of Ballston Quarter.

Development Potential:

<table>
<thead>
<tr>
<th>Site Plan Area: 585,079 sq ft</th>
<th>DENSITY ALLOWED/TYPICAL USE</th>
<th>MAXIMUM DEVELOPMENT</th>
</tr>
</thead>
</table>
Proposed Development: The following table sets forth the preliminary statistical summary for the overall site plan as proposed to be amended through each of the three requests:

<table>
<thead>
<tr>
<th>Use</th>
<th>Approved GFA (SF)</th>
<th>Proposed GFA (SF)</th>
<th>Change GFA (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>850,000</td>
<td>864,838</td>
<td>+14,838</td>
</tr>
<tr>
<td>Retail</td>
<td>662,660</td>
<td>620,989</td>
<td>-41,671</td>
</tr>
<tr>
<td>Flex Use Office/Retail</td>
<td>25,000</td>
<td>25,000</td>
<td>---</td>
</tr>
<tr>
<td>Ice Skating Facility</td>
<td>141,968</td>
<td>141,968</td>
<td>---</td>
</tr>
<tr>
<td>Residential</td>
<td>0</td>
<td>388,395</td>
<td>+388,395</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>1,679,628</strong></td>
<td><strong>2,041,190</strong></td>
<td><strong>+361,562</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use</th>
<th>Approved GFA (SF)</th>
<th>Proposed GFA (SF)</th>
<th>Change GFA (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Area</td>
<td>87,994 sf (2.02 Ac)(^4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential Site Area</td>
<td>87,994 sf (2.02 Ac)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^1\) Includes total approved GFA with bonus and density exclusions, of which not all has been built.

\(^2\) Includes the addition of a net total of 14,838 sf proposed with the renovation of the office building above Macy’s.

\(^3\) Includes the proposed addition of 66,475 sf of retail in the residential building, 11,854 sf of retail at the renovated mall and the reduction of 120,000 sf of retail associated with the Macy’s Home Furniture Store.

\(^4\) This site area is calculated site area based on approved, built and proposed GFA for density purposes.

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Ballston Quarter  
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<table>
<thead>
<tr>
<th>Residential Building</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Commercial Site Area</td>
<td>0 sf (0 Ac)</td>
</tr>
<tr>
<td><strong>Density</strong></td>
<td></td>
</tr>
<tr>
<td>Office Commercial GFA</td>
<td>66,475 sf</td>
</tr>
<tr>
<td>Retail</td>
<td>66,475 sf</td>
</tr>
<tr>
<td>Office Commercial Density</td>
<td>.76 FAR</td>
</tr>
<tr>
<td>Residential GFA</td>
<td>388,395 sf</td>
</tr>
<tr>
<td>Residential Units</td>
<td>406 Units</td>
</tr>
<tr>
<td>Residential Density</td>
<td>201 DU/Acre</td>
</tr>
<tr>
<td>LEED Bonus (.25 FAR Silver Certification) GFA</td>
<td>21,999 sf</td>
</tr>
<tr>
<td>LEED Bonus Units</td>
<td>23 Units</td>
</tr>
<tr>
<td>“C-O-2.5” Max. Permitted Office/Commercial GFA</td>
<td>0 sq ft</td>
</tr>
<tr>
<td>“C-O-2.5” Max. Permitted Office/Commercial Density</td>
<td>2.5 FAR</td>
</tr>
<tr>
<td>“C-O-2.5” Max. Permitted Residential Units</td>
<td>232 Units</td>
</tr>
<tr>
<td>“C-O-2.5” Max. Permitted Residential Density</td>
<td>115 DU/Acre</td>
</tr>
<tr>
<td><strong>Height</strong></td>
<td></td>
</tr>
<tr>
<td>Average Site Elevation</td>
<td>270.93 ft</td>
</tr>
<tr>
<td>Residential Building</td>
<td>22 Stories</td>
</tr>
<tr>
<td>Main Roof Elevation</td>
<td>513.00 ft</td>
</tr>
<tr>
<td>Main Roof Height</td>
<td>242.07 ft</td>
</tr>
<tr>
<td>Penthouse Roof Elevation</td>
<td>533.00 ft</td>
</tr>
<tr>
<td>Penthouse Roof Height</td>
<td>262.07 ft</td>
</tr>
<tr>
<td>Penthouse Height</td>
<td>20.00 ft</td>
</tr>
<tr>
<td>“C-O-2.5” Max. Permitted Residential Height</td>
<td>16 Stories</td>
</tr>
<tr>
<td><strong>Parking</strong></td>
<td></td>
</tr>
<tr>
<td>Commercial Parking Spaces</td>
<td>0</td>
</tr>
<tr>
<td>Residential Parking Spaces</td>
<td>288</td>
</tr>
<tr>
<td>Standard</td>
<td>242</td>
</tr>
<tr>
<td>Compact</td>
<td>37 (12.8%)</td>
</tr>
<tr>
<td>Handicap</td>
<td>9</td>
</tr>
<tr>
<td>Residential Parking Ratio</td>
<td>.70 sp/unit</td>
</tr>
<tr>
<td><strong>Office Commercial Parking Ratio – Site Plan Standard</strong></td>
<td>1 space per 580 sq ft GFA (89 Spaces)</td>
</tr>
<tr>
<td><strong>Residential Parking Ratio – Site Plan Standard</strong></td>
<td>1 space per unit (406 Spaces)</td>
</tr>
<tr>
<td><strong>LEED</strong></td>
<td></td>
</tr>
<tr>
<td>Residential Building – LEED (NC)</td>
<td>Silver Certification Level</td>
</tr>
<tr>
<td></td>
<td>50 Points</td>
</tr>
</tbody>
</table>

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5 Not included in the gross floor area is 14,560 square feet proposed to be excluded for vertical shafts (10,235 sf), below grade building maintenance and storage (920 sf), retail service corridors at grade and above (1,375 sf), pedestrian access corridors between the Ballston Parking Garage and the Retail concourse (1,120 sf), and below grade residential storage (920 sf).

6 Based on average unit size of 956.64 square feet as provided by the Applicant.

7 No area of the site is permitted to be used more than once for a particular use. As proposed, the entirety of the site area would be allocated to the residential use, and therefore there would be no area available for office commercial density.

8 Although GFA is proposed to be added with the site plan amendment to construct the residential building, with the removal of the Home Furniture Store, the impact on the overall site plan is a total amount of reduced retail GFA. The applicant does not propose to provide any new parking with the retail for the residential building but consistent with the site plan approval provide for retail parking in the Ballston Parking Garage.

9 The County Board approved a total of 3,450 parking spaces for the site plan for office and commercial use. As a result of various amendments, a total of 2,980 parking spaces currently exist.
### Office Renovation

<table>
<thead>
<tr>
<th>Density</th>
<th>Existing</th>
<th>Proposed</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Commercial GFA</td>
<td>141,992 sf</td>
<td>153,563 sf</td>
<td>+14,838 sf</td>
</tr>
<tr>
<td>Height</td>
<td>6 Stories</td>
<td>No Change</td>
<td>No Change</td>
</tr>
<tr>
<td>Parking</td>
<td>2,980(^{\text{th}})</td>
<td>No Change</td>
<td>No Change</td>
</tr>
<tr>
<td>LEED</td>
<td>Silver Certification Level</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Density and Uses:
The site’s “C-O-2.5” zoning permits by site plan office buildings, commercial uses including retail and service commercial uses, hotels and apartment buildings, the purpose of which is to provide for redevelopment in the Metro Corridors at the County Board’s discretion. The site’s GLUP designation, which is consistent with the current zoning, “Medium” Office Apartment Hotel provides for the development of up to 2.5 FAR office, commercial and/or industrial use, 115 dwelling units per acre of residential and 180 units per acre hotel. With the subject site plan amendments, it is proposed that a 22-story, multifamily building with 388,395 square feet in 406 residential units (201 units per acre) and 66,475 square feet of retail would be added to the Ballston Common site plan (.76 FAR commercial). In addition, with the proposed renovations to the mall and the office building above Macy’s, there would be a net decrease of approximately 41,671 square feet of retail gross floor area for the site plan overall and an increase of approximately 14,838 square feet of gross floor area of office. The proposed uses, including the addition of residential use, are consistent with the site’s current zoning district regulations and GLUP designation. The proposed site plan density after the addition of residential and proposed renovations to the mall and office building above Macy’s would increase from the approved density of 2.87 FAR to 3.49 FAR. The County Board may modify density in the C-O-2.5 zoning district above the permitted 2.5 FAR office commercial and 115 units per acre residential under the provisions of article 15.5 of the Zoning Ordinance.

### Site and Design:
With the subject site plan amendments, the three-story Home Furniture Store anchoring the corner of Wilson Boulevard and N. Randolph Street would be demolished and replaced with a new 22-story, residential building with a two-story base of retail. Four levels of below grade parking would provide access to 288 parking spaces for the residential building. Access to loading and parking is proposed to be from the existing mall loading entrance on N. Randolph Street and would be shared with the mall loading activities. Proposed retail would front onto Wilson Boulevard where there is also proposed an open air mews leading to a vestibule and entrance to the residential building. In addition, immediately north of the garage entrance, the Applicant proposes a retail service corridor that would be enhanced and designed to also provide for pedestrian access to the mews. This serves to provide as an east-west pedestrian connection from across N. Randolph Street from Mosaic Park and the Founder’s Square project, to and through the site. The main entrance to the residential building is proposed to be located on N. Randolph Street. The two-story retail base would be comprised of limestone cladding and a store front window system. The residential building above which steps back from the retail podium would be comprised mainly of a vision glass and aluminum curtain wall, with metal panel cladding and glass balconies. A potential retail terrace is proposed at the top of the second story retail base. The roof proposes a pool and pool deck and an enclosed penthouse structure that would include residential amenity spaces. An outdoor view terrace is also proposed on the

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1\(^{\text{th}}\) Same as above

SP# 193 Site Plan Amendments
Ballston Quarter
PLA-7120
roof. The Applicant further proposes streetscape and landscape improvements along the frontage of the proposed building on Wilson Boulevard and N. Randolph Street.

The renovations to the existing mall would provide for substantial façade improvements on the Wilson Boulevard frontage and the introduction of an open space plaza that would be created by removing the existing pedestrian bridge across Wilson Boulevard, eliminating the existing mall entrance and opening the area up to the sky by removing the mall roof at this location. A new, re-aligned pedestrian bridge is proposed to be constructed across Wilson Boulevard to connect to the mall adjacent to the open space plaza. The plaza would step down from Wilson Boulevard into what is currently the food court area. In addition, substantial interior renovations would provide for the removal of the roof above the existing interior corridor east of the plaza to provide for a mews that is open to the sky above. Façade improvements would provide for a warehouse look on the mall’s exterior along Wilson Boulevard while the N. Glebe Road frontage would provide new steel-framed awnings with glass panels and metal fascia as enhancements to the ground floor tenant spaces below the office building. No changes to parking or loading are proposed with the site plan amendment to renovate the mall. The Applicant further proposes streetscape and landscape improvements along the frontage of the mall on Wilson Boulevard and N. Glebe Road and public improvements such as upgraded elevators in the Ballston Parking Garage, new elevator and stair connections between the garage and the mall, new lobbies at the garage levels, and a new express elevator providing direct connectivity from mall level three to the Iceplex.
Finally, the proposed improvements to the office renovations include façade renovations primarily to floors three through six of the existing office building above Macy’s to provide for an aluminum and glass window wall system with aluminum banding accents for each floor. New glass entry structures are proposed to be added on the northeast corner of the Macy’s building on Wilson Boulevard and southeast corner of Macy’s building on N. Glebe Road. A new penthouse is proposed to be clad with aluminum panels. An interior courtyard will be added to the building, as well. The exterior of the Macy’s below the office building is proposed to be repaired and repainted with the addition of new metal canopies and awnings to replace those existing. Finally, landscape improvements are proposed along the frontages of the building on Wilson Boulevard and N. Glebe Road. No changes are proposed to parking or loading with the renovations.
**LEED:** The applicant proposes that both the renovated office building and the proposed residential building would be certified under the U.S. Green Building Council’s LEED program at the Silver level rating. Bonus density consistent with the County’s *Green Building Density Incentive Program for Site Plan Projects* is requested for both buildings at .20 FAR for the office building and .25 FAR for the residential building. An additional .10 FAR is requested for the renovated office building in exchange for achieving Energy Star building certification.

**Transportation:** The proposed site plan amendments are all located within the Ballston Common Mall area of Ballston, in the block bound by Wilson Boulevard, N. Randolph Street, and N. Glebe Road. The site is accessible by multiple modes of transportation, including Metrorail, bikeshare, carshare, and ART and Metrobus, all within ¼ mile of the site.

**Streets:** The *Master Transportation Plan* (MTP) identifies Wilson Boulevard as a Type A-Primarily Retail Oriented Mixed-Use Arterial and N. Glebe Road and N. Randolph Street are identified as Type B-Primarily Urban Mixed-Use Arterials. Adjacent to the site, between N. Stuart Street and N. Randolph Street, Wilson Boulevard has four travel lanes, two in each direction, with an additional eastbound lane at Randolph that is a dedicated left turn lane and a small pocket for right turns. The travel lanes are separated by a large median that has trees and a fence to encourage pedestrians to utilize the existing crossings, including a signalized mid-block crossing. There is also parking on both sides of the street. North Randolph Street is one travel lane in each direction and several turn lanes as necessary. On the west side of the street there is parking and a bus stop north of the existing parking garage entrance, and tour bus parking only south of the parking garage entrance. North Glebe Road has three travel lanes in each direction and an additional two lanes in the southbound direction for left turns into the existing parking garage at Carlin Springs Road. North Glebe Road is owned by the Virginia Department of Transportation (VDOT) and any proposed improvements require VDOT approval.

**Wilson Boulevard:** Along Wilson Boulevard, the overall street width is proposed to be reduced with the removal of the existing median for the majority of Wilson Boulevard from N. Stuart Street to N. Randolph Street and normalization of lane widths. The existing pedestrian refuge at N. Stuart Street will be maintained and the median is proposed to taper to nothing west of the mid-block pedestrian crossing. Additionally, nubs are proposed at the northwest and southwest corners of the intersection with N. Randolph Street. These improvements will reduce the overall pedestrian crossing distance at the mid-block crossing and the intersection of N. Randolph Street. The existing number of travel lanes and the existing dedicated left turn lane at N. Randolph Street will remain. The removal of the median also will allow for a better alignment of the travel lanes to the east and west of the proposed development. Further, this allows for a wider clear sidewalk and greater area for streetscape elements on the south side of Wilson Boulevard, creating a more pedestrian friendly environment and activated streetscape, and reduces the pedestrian crossing distance on Wilson Boulevard. Additionally, a small area for parking is proposed near the open plaza to be utilized for handicap parking and replace the spaces proposed to be removed on N. Glebe Road. This location will allow for safer exiting and entering of vehicles and is closer to the mall entrance.
**N. Randolph Street:** The N. Randolph Street cross section is proposed to remain as it currently exists. The existing bus shelter on N. Randolph Street will remain in the same general location, but a larger shelter is proposed with the project to serve the bus patrons.

**N. Glebe Road:** The N. Glebe Road cross section is proposed to maintain the current number and location of travel lanes. The parallel parking spaces in front of Macy’s are proposed to be removed and relocated to Wilson Boulevard as discussed above. This will allow for the proposed off-peak parking to extend from N. Randolph Street to the Macy’s mall parking lot. If the off-peak parking is approved by VDOT, this will provide for off-peak parking along the east side of N. Glebe Road from N. Randolph Street to Fairfax Drive. While the number and location of the travel lanes is proposed to remain, the introduction of off-peak parking and an improved streetscape will provide a more pedestrian-friendly experience. Coupled with the recently approved site plan across N. Glebe Road at Carlin Springs Road that also is proposing off-peak parking and an improved streetscape, this will enhance the pedestrian experience. As noted in the *N. Quincy Street Plan Addendum*, adopted on February 23, 2013, the focus for N. Glebe Road was an improved streetscape and off-peak parking. Since the buildings are to remain, this project is unable to realize the 16’-8” streetscape proposed in the Plan, but the recently approved project across the street does achieve the desired streetscape. Additionally, Arlington County recently completed a project started in 1999 focused on pedestrian safety improvements at the intersections of N. Glebe Road and Carlin Springs Road, Wilson Boulevard and Fairfax Drive. Improvements included removal of some of the slip lanes at Fairfax Drive and Wilson Boulevard and improved curb ramps and pedestrian refuge areas at Carlin Springs Road.

**Sidewalk and Pedestrian Circulation:** There are currently sidewalks along the entire site frontage that are all proposed to be improved as described below.

**Wilson Boulevard:** The Wilson Boulevard streetscape is proposed to be widened to include a minimum 10’ clear sidewalk and a minimum 5x12 tree pits, with additional landscape elements at the west and east plaza and in front of the Macy’s. The surface is proposed to be concrete with two areas of granite pavers at the entrance to the east and west plaza.

**N. Randolph Street:** The N. Randolph Street streetscape is proposed to be improved with a concrete sidewalk, 5x12 tree pits, and a granite “carpet” treatment at the residential building entrance. The overall width shall remain as it currently exists, but a minimum 10’ wide clear sidewalk is proposed. However, the clear width at the bus shelter is proposed to be slightly narrower to provide for a new bus shelter.

**N. Glebe Road:** The N. Glebe Road streetscape is proposed to be upgraded with new trees, larger tree pits, streetlights, and a concrete sidewalk while maintaining the existing overall width. A granite “carpet” treatment is proposed at the mall and office entrances along the entire width of the sidewalk. Also, two planting beds are proposed to be installed adjacent to the Macy’s building.

Additionally, the pedestrian bridge over Wilson Boulevard is proposed to be removed and reconstructed in the same general location as the existing bridge to maintain the connectivity from the mall and Ballston Parking Garage to the Metrorail Station. The final design of the
pedestrian bridge will occur after approval of the subject site plan amendments (as generally
described in an attachment to this report), but the required functional elements of the bridge are
provided within the condition language for the mall (Condition #61). The pedestrian bridge will
maintain all of the current functionality – same minimum clear width, covered for protection and
have lighting for safety.

**Trip Generation**: A Traffic Impact Analysis (TIA) prepared by Wells and Associates dated June
8, 2015 and amended October 5, 2015, was submitted by the Applicant as part of the site plan
amendment to construct the residential building. The analysis assesses the impact of the
development on the adjacent street network and takes into account additional traffic generated by
approved unbuilt projects and vacant retail space within the Ballston Common Mall. The
analysis also utilizes trip reductions based on transit use, pass-by trips, and complimentary uses
within the site. After the appropriate reductions, the analysis concludes that approximately 325
AM peak hour trips and 1,060 PM peak hour trips will be generated by the residential building
and all the retail uses within the mall. This is approximately 91 additional AM peak hour trips
and 59 additional PM peak hour trips, and 487 more daily vehicle trips than the existing use.

The applicant also completed an alternative analysis of the trip generation using the EPA MXD
model. This resulted in 312 AM peak hour trips, 1,076 PM peak hour trips by the residential
building and all the retail uses within the mall. These numbers are very similar to the original
analysis as described above and further reinforce the analysis findings.

All intersection movements within the study area will continue to operate at a LOS D or better
under existing conditions, with the exception of the westbound left turn at the intersection of N.
Randolph Street and N. Glebe Road and the following movements at the intersection of Wilson
Boulevard and N. Glebe Road:

- Eastbound left turn in the AM and PM peak hour;
- Eastbound through movement in the AM peak hour;
- Westbound left turn in the PM peak hour; and
- Northbound through/right movement in the AM peak hour.

In the future, all intersection movements within the study area will continue to operate as they do
under the existing conditions with the exception of the southbound left turn at N. Randolph
Street and Wilson Boulevard and southbound left turn at N. Glebe Road and Wilson Boulevard.
These two movements have a LOS worse than D in the future conditions regardless of the
proposed development.

**Parking and Loading**: No additional parking or loading docks are proposed to support the retail
or office tenants. Existing loading docks within the mall footprint accessed from N. Randolph
Street will be utilized for loading and trash related to the mall and office. Parking is currently
provided within the Ballston Parking Garage and will remain as currently allocated for the mall
and office buildings per separate existing agreements. The existing agreements provide for a
maximum monthly allotment of parking spaces to several of the buildings which comprises
about 50% of the spaces within the garage. Any of the spaces not utilized within the monthly
allotments can be sold to others. While the utilization of the monthly allotment of spaces
fluctuates, recent data shows only 60% of the allotment utilized, allowing for 40% of the allotment to be sold to others. There are additional agreements that require a minimum number of spaces be available for daily parking to serve the retail uses. This number is based on the overall retail square footage and is approximately 40% of the spaces within the garage. The Ballston Parking Garage has eight (8) levels of parking, and monthly parkers are generally assigned to floors 1-3 and are the only parkers allowed from 6 AM-6 PM, Monday-Friday. After 6 PM and all day on the weekends, all levels are open to all patrons. Based on parking counts completed in 2012 and 2015 by the Applicant, the peak utilization of the garage was approximately 76% full mid-day. With the existing agreements in place, and based on historical utilization data, staff supports the continued use of the Ballston Parking Garage for the retail and office uses.

The proposed residential building will provide an underground garage with 288 parking spaces (0.70 spaces/unit ratio) and a 13% compact ratio. This parking ratio is less than the site plan standard of 1 space per unit for residential uses. The proposed residential building will also utilize the existing loading docks to support its functions. The proposed residential parking would be accessed from the existing loading entry on N. Randolph Street, therefore all loading, trash, and residential parking will be utilizing the same driveway.

The surrounding sidewalk network is quite extensive, allowing for easy and safe access to other locations. Also, the pedestrian bridge system allows for passage from the mall and Ballston Parking Garage to the Ballston-MU Metrorail Station within an enclosed environment and not require traversing any streets or sidewalks.

Within ¼ mile of the site there are numerous public transit options. The Ballston-MU Metrorail Station (Orange Line) is located approximately two blocks from the site. Adjacent to the site is one bus stop on N. Randolph Street south of Wilson Boulevard that serves the Metrobus and ART systems, including the Metrobus routes 10B, 22A, 22B, 22C, 23A, 23B, and 23T and ART route 41. Numerous additional bus stops are located near the site including on both sides of Wilson Boulevard at N. Taylor Street, on the east side of N. Randolph Street across from the site, on N. Randolph Street south of the parking garage entrance, and on N. Glebe Road at Carlin Springs Road. Two bikeshare stations are located within one block of the site and eight Zipcar spaces are within ¼ mile of the site, near the Ballston-MU Metrorail Station.

Based on information provided by the Applicant and data compiled through the County’s Transportation Demand Management (TDM) program, the parking demand for comparable sites within ¼ mile of the Metro is less than 1 space per residential unit. Also, County TDM data for purely residential parking within the Rosslyn-Ballston corridor shows a parking ratio demand between 0.72 and 0.83 parking spaces per unit. Proposed enhanced TDM measures include an option of a bikeshare, carshare, or SmarTripcard with $65 of fare media yearly to the number of tenants short of the 1 space per unit ratio, for 30 years. This benefit will be offered first to tenants that do not have a parking space within the garage. Unique to this location, there is an existing parking garage abutting the proposed residential building that can be accessed directly from the mall that offers monthly parking permits. If there is a demand for more parking, residents can contract for a monthly permit within the garage as space is available as described.
above. Based on the site location, public transit options, proposed enhanced TDM, and adjacent parking garage, the proposed residential parking ratio is supported by staff.

**Utilities:** Adequate water and sanitary sewer capacity is available to serve the proposed development.

**DISCUSSION:**

**Adopted Plans and Policies:** The station area concept for Ballston/Marymount University as provided on the GLUP Map is “high density office and residential uses with a regional shopping facility forming a new downtown in Central Arlington.” A balance of residential and office/hotel/retail development, transportation access through Metro, I-66, Glebe Road and Wilson Boulevard, Regional shopping facilities (Ballston Common Mall), and commercial growth and revitalization are all noted on the map as plan features.

In addition to the GLUP and Zoning, the 1980 Ballston Sector Plan (Plan) provides guidance in understanding the vision and framework for long-term and continued development of the Ballston Common site. The site is located within the Central Ballston sub-area of the Ballston Station Area of the Plan. The Plan provides for a list of recommendations adopted by the County Board. One recommendation which is specifically related to “Commercial Development” and is relevant to the site plan site states: “The County Board should continue to encourage major revitalization of commercial facilities in Ballston. Emphasis should be placed on Parkington…”

A Concept Plan shown here identifies the Parkington Shopping Center site for revitalization. The Plan references the GLUP as establishing the basis for high density office and residential development opportunities immediately around the Metro station. The high density uses together with the regional shopping facility, the Plan notes provide for a major focus for a new downtown in Central Arlington.

Another illustration in the Plan notes that the existing commercial development is a key asset in the community and further that Parkington provides a focus for commercial expansion. It historically notes that the construction of Parkington in the early 1950s, became the “catalyst for additional commercial development along the major thoroughfares in the area.”

Urban Design guidelines in the Plan provide the following that are relevant to the development vision for the site as proposed:
Coordinate Streetscape:
- At least 50% of all building facades at street grade should be designed with storefront windows, open glass or other transparent material.
- The use of pictographs is encouraged in private directional and information signs.
- Blank, uninterrupted walls should be discouraged along public rights-of-way.

Commercial Facilities:
- Commercial space is encouraged along the major streets that provide high pedestrian and vehicular visibility. The Metro station, Glebe Road, Fairfax Drive, Wilson Boulevard and Parkington provide a framework for new commercial space.
- Commercial space should generally be located in at-grade locations with direct and convenient access to pedestrian facilities.
- Sidewalks in commercial areas should range from 10 to 20 feet in width in addition to the planting and utility strip.
- Sidewalk cafes, attractive signing, kiosks, street vendors and special lighting arrangements should be encouraged to provide activity and interest along shopping streets.
- Where feasible, provide short-term parking near shopping facilities.
- Placement of signs for shops and businesses placed within a three-foot band, 15-feet above sidewalk grade to create visual interest, with a variety of colors and designs encouraged.

Urban Plazas and Open Spaces:
- Encourage development of functional and aesthetically pleasing open space in site plan projects.
- Plazas should be approved at locations that are visible from the street to provide interest and variation in the streetscape.
- Plazas designed for public use should be located at-grade with convenient access to the public sidewalk.
- Open space and plazas that blend with shopping facilities can provide a focus for shopping areas but placement must be handled carefully to avoid disruption of continuity along the shopping streets.
- Plazas for public use should be a minimum of 750 sf.
- Plazas should contain a minimum of one tree per 500 sf, one linear foot of seating per 50 sf and 150 sf of grass or groundcover per 1,000 sf of area.
- Encourage inclusion of aesthetic features such as fountains, statues, and sculpture in urban plazas as part of the site plan process with emphasis on obtaining the features as aesthetic focal points in highly visible locations, of which Glebe Road and Wilson Boulevard are named.

In discussing land use and zoning for the Central Ballston sub-area, the Plan notes again the significance of high density office and apartment development as a major focal point in Ballston and the GLUP supporting commercial growth and revitalization of the Parkington Shopping Center. Further discussion of commercial development provides that Parkington was a
significant contributing factor in changing the character of Ballston from a neighborhood to a regional commercial destination. In reference to commercial growth potential, the plan states “the General Land Use Plan and appropriate zoning categories do not place constraints on commercial growth in Ballston; the extent of commercial space will instead be defined by market considerations.” Further the Plan provides that “there are a number of existing and planned features in Ballston which support commercial growth. Ballston is established as a commercial center and new office and apartment development will have a positive impact on commercial demand.”

In the framework for future development, the Commercial District Concept in the Plan provides:

- Pedestrian Mall
  - Recognition of the Stuart Street Walkway between the Metro Station and Parkington as a commitment to providing a quality pedestrian system and commercial revitalization. The extension of the walkway was encouraged through the site plan process as redevelopment occurs on adjacent portions of Wilson Boulevard and Fairfax Drive.

- Parkington
  - Acknowledges that the then proposal for redevelopment of Parkington to include approximately 800,000 sf of commercial, two department stores, the mall and parking garage would involve substantial participation by the County. One of the means of participation referenced was a publicly funded parking garage.

The evaluation of the proposal to redevelop Parkington as Ballston Galleria was underway indicating the important contribution that commercial facilities in Ballston provide to the area and the community generally. The Plan notes that the emphasis of Parkington was due to its status as a commercial facility and the owner’s interest in renovating it. The County continued to encourage that the revitalization of Parkington was a desirable element of the Ballston Plan and that the revitalization of Parkington fit well into the GLUP policy and sector plan discussion.

Finally, as it relates to transportation, the Plan envisions retaining much of the existing street system. However, as redevelopment occurs, the Plan notes that where widening of streets, closings, and operational changes, construction of curb and gutter and walkway improvements is planned, it should be achieved.

The proposed redevelopment through the subject site plan amendments is consistent with the elements of the Ballston Sector Plan noted above. This includes the significance of the asset of the shopping mall as a cornerstone for facilitating development in the area as well as providing for a mix of high density uses that is balanced between residential, office and commercial. While residential development has not yet occurred on the site, its proposed inclusions furthers this Plan goal. Also, the redevelopment proposal meets the urban design goals expressed in the Plan.
In adopted policies and plans beyond the 1980 Sector Plan, the Rosslyn to Ballston Corridor Retail Action Plan adopted in May 2001 provides that the downtown theme for the Ballston station area is “the ‘in town’ destination for lifestyle goods and entertainment.” The Plan notes the following constraints, however:

- Ballston Common Mall functions as a self-contained facility that does not open out onto the street. The lack of visual interest along the street front inhibits the center’s ability to draw potential shoppers from elsewhere in the district.
- Because of the formidable competition from Tysons Corner and the Fashion Centre at Pentagon City in fashion and apparel, Ballston Common Mall is being repositioned in the marketplace. This has left the mall with vacant storefronts which inhibit the center’s ability to draw shoppers.
- Ballston has considerable parking resources including the Ballston Parking Garage, on-street parking and thousands of spaces in below grade parking garages. However, parking is still considered to be a problem by both merchants and customers. Specific concerns include lack of destination and directional signage, uncertainty about access and availability (particularly in the evening and on weekends) and high prices for short term parking.
- The wide width of Wilson Boulevard, Fairfax Drive and Glebe Road and the perception that the automobile is given preference over the pedestrian result in an unfriendly and sometimes dangerous pedestrian environment that discourages residents and workers from fully utilizing the retail and services in the area.
- Ballston generally lacks the level of maintenance or public improvements in the form of banners, plantings or other decorative elements that are expected of a premiere downtown and that support a viable retail environment.

In the retail strategy noted in the Retail Action Plan, the Wilson Boulevard frontage of the site plan is identified as “Entertainment and Main Street Retailing in enhanced pedestrian environments with upgraded streetscapes. Wilson Boulevard and N. Randolph Street site frontages are identified as “concentrations of large format retailers along pedestrian friendly major arterials and regional or sub-regional shopping centers. The site plan site is marked as “principal retail concentrations.”

The Arlington County Retail Plan adopted by the County Board in July 2015, in updating this policy provides the following related to regional shopping centers:

Due to the size and placement within the Ballston and Pentagon City neighborhoods, the centers must increase placemaking efforts – pulling storefronts to the street, creating multiple entry points and creating activity and attractions on the outside as well as inside. To encourage and facilitate such changes, the County must allow for the flexibility and creativity required for the repositioning of these regional centers. Strategic thinking and land use planning around these large pieces of retail infrastructure will be an important element in enhancing the centers. New tools, or a combination of existing tools, must be identified to address specific development parameters within a specific location. These tools must allow for creativity, additional and interesting signs for businesses along the outside of the center.
as well as those within, and for facades and architectural features that reflect the types of uses within the center. These tools might also provide for more flexibility in potential height and density to facilitate and accelerate such redevelopment and accommodate complementary uses and future customers.”

In the adopted Plan, the N. Randolph Street frontage as well as the N. Glebe Road frontage between N. Randolph and 7th Streets is proposed to change from “large format” to “Blue”. Blue denotes streets planned for any type of retail use or retail equivalent as permitted by the Zoning Ordinance. The frontage along Wilson Boulevard remains unchanged, a principal shopping and dining street and with the exception of the Point Office building site, the site plan is identified as a “Regional Shopping Center.”

The proposed redevelopment is consistent with the goals established in the 2001 Retail Action Plan as updated in the 2015 Arlington County Retail Plan.

**Modification of Use Regulations:** At its June 14, 2015 meeting, the County Board in directing the County Manager to evaluate a public private partnership with the Applicant of the mall renovations and residential building (Forest City) indicated the following for consideration:

> The range of land use incentives (e.g. density, height, and modifications to parking ratios), that could be used in combination to achieve the mixed-use, redevelopment vision for the Ballston Common Mall site.

On July 21, 2015, the County Manager recommended to the County Board that potential elements of a public private partnership with Forest City might include land use components such as: height and density, site design, building design, transportation network, streetscape and landscape and signs.

With the adoption of the Arlington County Retail Plan in July 2015, the following recommendation was incorporated for short-term implementation:

> “Study and identify zoning and other tools to facilitate opportunities to reposition and redevelop Arlington’s aging regional shopping centers.”

Section 15.5.7.A of the Zoning Ordinance provides that, “the County Board may, in appropriate cases, modify the uses permitted and regulations in harmony with the general purpose and intent of the district taking into consideration several specified factors.” Under this provision, and in direct relationship to the above considerations, the Applicant requests modifications to the “C-O-2.5” zoning district regulations to facilitate achieving the proposed development. The requested modifications are provided in the following table and further summarized below as to appropriateness.
<table>
<thead>
<tr>
<th>“C-O-2.5” Zoning District</th>
<th>Permitted</th>
<th>Requested Modifications</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>16 Stories</td>
<td>22 Stories</td>
<td>+ 6 Stories</td>
</tr>
<tr>
<td><strong>Density – Bonus</strong></td>
<td>• 0 sf Retail</td>
<td>• 66,475 sf Retail</td>
<td>+ 66,475 sf Retail</td>
</tr>
<tr>
<td></td>
<td>• 115 Units/Acre Residential (232 Units)</td>
<td>• 201 Units/Acre Residential (406 Units)</td>
<td>174 Residential Units</td>
</tr>
<tr>
<td></td>
<td><strong>Density – Exclusions</strong></td>
<td>County Board Approved: Vertical shafts, below grade mechanical and storage, retail and pedestrian corridors.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 10,235 sf vertical shafts</td>
<td>• 1,375 sf retail corridors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 920 sf below grade mechanical &amp; storage</td>
<td>• 1,120 sf pedestrian access corridors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 1,375 sf retail corridors</td>
<td>• 910 sf below grade residential storage</td>
<td></td>
</tr>
<tr>
<td><strong>Penthouse and Rooftop Uses</strong></td>
<td>Private clubs, auditoriums, meeting rooms and restaurants</td>
<td>Swimming pool on the roof and residential amenities in the penthouse</td>
<td></td>
</tr>
<tr>
<td><strong>Parking</strong></td>
<td>• 114 Retail Spaces (1 Space/580 sf)</td>
<td>• 0 Retail Spaces (0 Space/sf)</td>
<td>- 114 Retail Spaces</td>
</tr>
<tr>
<td></td>
<td>• 406 Residential Spaces (1 Space Per Unit)</td>
<td>• 288 Residential Spaces (0.7 Space Per Unit)</td>
<td>- 118 Residential Spaces</td>
</tr>
</tbody>
</table>

Bonus Density\(^{11}\): The Applicant of the residential building proposes 406 residential units and 66,475 square feet of retail gross floor area. In exchange for the provision of additional density for the residential building (174 residential units and 66,475 sf of retail), the Applicant proposes that the building would be certified as LEED Silver consistent with the County’s Green Building Density Incentive Program for Site Plan Projects. This would provide for a portion of the 174 residential units requested at 0.25 FAR or 23 units. It is proposed that beyond LEED, the remaining requested bonus density for the residential building would be considered in exchange for public amenities that would result from the proposed development of the site. Since 1982, previous approvals for the subject site plan have provided that in exchange for improvements being made above and beyond a typical site plan to provide for better public access, connection and use of spaces and improvements, the County Board has approved bonus density, height and density exclusions (see attached summary of bonuses and exclusions with the subject site plan). It is therefore proposed that the County Board would modify the use regulations to permit the remainder of the residential units (151 units) to be achieved as bonus density under the following provisions of the Zoning Ordinance:

- 15.5.7.A.1. Provisions made for open space and other environmental amenities
- 15.5.7.A.5. Particular construction problems and techniques

\(^{11}\) Approximately 144,465 sf of unbuilt, unused GFA remains available for the site plan. It is proposed that this gross floor area together with 120,000 sf of retail gross floor area associated with the demolition of the Macy’s Home Furniture store would provide for a total of 264,465 sf of available unused site plan GFA. After applying this amount of GFA to the overall proposed amount of GFA for the renovation of the mall and the residential building, a total of 180,260 sf of GFA is requested as bonus density for the residential building.
• 15.5.7.A.4. Particular dimensions, grade and orientation of the site

The Applicant proposes features of development that enhance and provide improved connections to open spaces between the project and the Ballston area such as the provision of an east-west connection from N. Randolph Street that would allow for pedestrian access from the mews (east plaza), through an interior corridor, that would connect to the east-west pedestrian connection provided through the adjacent Founder’s Square to Mosaic Park. This connection facilitates a greenway that is shown on the GLUP attributable to a series of public spaces that run east-west from near N. Irving Street at 9th Street North through Maury Park, Mosaic Park and through to the Founders Square block immediately adjacent east of the subject site plan. This series of open spaces provides for a soft transition between higher density, mixed use development north and low residential development south. In addition, by removing portions of the roof of the existing mall, the proposal would create new open space plazas on the site. The west plaza is proposed to be approximately 3,386 square feet at grade and 2,500 square feet at the lower level. Similarly, the Applicant would create an east plaza and mews from the proposed residential building and connection through to the mall. The Applicant has agreed to provide a public use and access easement over these spaces such that they would be open to the public 24 hours per day, seven days per week. The Applicant has further committed to work with the Ballston BID to program these spaces to ensure they are activated and provide opportunities for community events, recreation and activities.

The Applicant proposes a number of transportation and streetscape improvements not typical with site plan projects to include re-design of Wilson Boulevard, re-building the pedestrian bridge over Wilson Boulevard and improvements to the Ballston Parking Garage to improve overall circulation throughout the site, to the site, to Metro and the Ballston station area. Specifically the applicant proposes to upgrade elevators, lobbies and vertical circulation providing for direct access between the mall, Iceplex, and Ballston Parking Garage. Today this access is indirect and disconnected in places making access inconvenient and difficult to navigate. In addition, in re-building the pedestrian bridge across Wilson Boulevard, the Applicant would continue to ensure that there is public access to the site from adjacent buildings to the mall and to Metrorail, that is covered and does not require crossing the travel lanes. Further, today there is no easement over the existing pedestrian bridge and the Applicant has committed to ensuring this access and use remains for the life of the site plan. In redesigning Wilson Boulevard, the narrowing of the travel lane width and removal of the median provide for a safer pedestrian experience and the ability for improved and enhanced design of the streetscape and landscaping that would not otherwise be possible.

In providing the proposed improvements there is recognition that there are considerable costs and constraints in meeting the development as planned, including structural challenges in retaining the existing multiple-floor mall structure; inability to demolish or significantly alter or modify existing structures given the lack of consolidated ownership and legal agreements that impact Macy’s department store, adjacent buildings connecting a pedestrian bridge system between the mall and other properties, and the Avalon Bay office tower. Also, there are unique circumstances with respect to the relationship between the existing mall, the Metrorail and the garage that impact the design and development program. Many of these issues result in the need for modification to zoning district regulations.
The overall proposed site plan density of 3.47 FAR is compatible with approved and proposed density surrounding the subject site. Immediately north of the site, the Zoning and GLUP designations permit development up to 6.0 FAR with a balance of office commercial and residential uses. Adjacent immediately east of the site, the Founders Square site plan approved in the “C-O-2.5” zoning district a transfer of development rights that allowed for an overall site plan density of 5.08 FAR. Adjacent south of the site, development is planned for “R-C” which provides a mix of office commercial and residential uses up to 3.24 FAR not including the potential for the County Board to approved bonus density consistent with the provisions of 15.5 of the Zoning Ordinance. As proposed, staff supports the requested bonus density as it is appropriately placed on the site away from low and medium density areas and less intense uses and provides a form of building that is compatible in the context of adjacent and surrounding development both approved and proposed.

Similarly, with the office renovation, it is proposed that there would be an additional 14,838 square feet of net gross floor area. The Applicant of the office renovation proposes LEED Silver Certification and Energy Star certification pursuant to the County’s Green Building Density Incentive Program for Site Plan Projects (.20 FAR for office projects and .10 FAR, Energy Star or EBOM) in exchange for this additional density. The request for bonus density for LEED Silver certification is consistent with the County adopted policy.

Bonus Height: The “C-O-2.5” zoning district permits a maximum height for residential buildings of 16 stories. The Applicant’s proposed residential building would be 22 stories. The Applicant therefore requests a modification of use regulation for height to permit the construction of six additional stories above that permitted. The County Board may modify height in the “C-O-2.5” Zoning District. In previous County Board approvals, the height has been modified for the office building including the ground floor.
floor retail and cinema on this subject site, adjacent buildings at SP #413, Founders Square, SP #297, Pentagon Centre and SP #105, Metropolitan Park. Article 15.5.7.A.6. of the Zoning Ordinance provides that the County Board may modify use district regulations in consideration of the “The other provisions of 15.5”. In this case the proposed development with requested modifications to height is one of the tools necessary to facilitate revitalization and repositioning of the regional shopping center as recommended in the adopted Arlington County Retail Plan. In order to continue to realize the County’s land use and planning goals for development in Ballston and provide for long-term land use and planning around the real infrastructure, the residential building at the proposed density and height would serve to accelerate such redevelopment and accommodate complementary uses.

Further, in accordance with Article 15.5.7.A.3 of the Zoning Ordinance, which permits the County Board to modify use district regulations in consideration of the “Relationship to existing or permitted uses and buildings abutting or across the street from the subject property”, the proposed additional height is compatible with and to, adjacent buildings abutting or across the street from the subject property and such height would not be detrimental to or adversely impact adjacent and surrounding properties or neighborhoods. As provided in the diagram below, the proposed placement of height on the site is appropriate in the context of surrounding development.
Density Exclusions: The Applicant requests that approximately 14,560 square feet of gross floor area not be counted in the density calculations for the residential building:

- 10,235 sf – vertical shafts;
- 920 sf – below grade building maintenance and storage;
- 1,375 sf – retail service corridors at grade and above;
- 1,120 sf – pedestrian access corridor between the Ballston Parking Garage and the retail concourse; and
- 910 sf – below grade residential storage.

The request to exclude vertical shafts when they eliminate vents on the façade by venting through the roof is consistent with current County practice and previous County Board approvals. The exclusion of below grade maintenance and storage is also consistent with current County practice where such spaces are considered as leftover spaces in the garage that could not otherwise be leased or used and would have no impact on the bulk, mass or height of the building. In these cases such exclusions have been approved by the County Board. The request to exclude the retail service corridors and pedestrian access corridors is consistent with current
County Board approvals for the site plan where such spaces have not been calculated for density purposes. This exclusion supports the Applicant’s commitment to make these spaces available through public use and access easement from 6:00 am to 12:00 am or one hour past when Metro closes, whichever is later. Staff supports this exclusion for the provision of perpetual public use and access.

Parking: A total of 288 below grade parking spaces are proposed for the residential use and no additional parking is proposed for the 66,475 square feet of gross floor area to be added for retail use. The Applicant requests a modification of use regulation to permit parking for the residential use at 0.70 spaces per dwelling unit and to provide 0 parking spaces for the retail use in the building. The site plan standard for residential parking use is one space per unit. The site plan standard for retail parking use is 1 space per 580 square feet of gross floor area. With the commitment to the enhanced Transportation Demand Management program (Condition #42) and given the adjacent parking garage as discussed in the Transportation section of the report, staff concludes that there is sufficient parking and that impacts on adjacent and surrounding properties and the community would be minimized. Therefore, the residential ratio is appropriate for this scale of development in this location with direct connection provided to the Ballston-MU Metrorail station and the immediately adjacent Ballston Parking Garage. Although no retail parking is provided within the residential building garage, the adjacent Ballston Parking Garage has existing agreements to provide parking for daily, retail patrons, which is based on the retail square footage. As proposed, the overall amount of retail gross floor area for the project would be reduced by just over 41,600 square feet. With these existing agreements, staff supports no retail parking in the residential garage. Parking would be provided within the Ballston Parking Garage within the current allocation and there would be no adverse impact due to the overall decrease in retail gross floor area.

Penthouse and Rooftop Uses: The proposed residential building would include private amenity spaces in the penthouse and a pool on the roof. The “C-O-2.5” zoning district permits expressly “private clubs, auditoriums, meeting rooms and restaurants” as uses within enclosed penthouses. The Applicant of the residential building specifically proposes residential amenities within the penthouse, not otherwise listed. Therefore, a modification of use regulation is requested to incorporate residential amenity space in the penthouse. Similarly, because a pool on the roof is not specifically indicated as a use permitted above the main roof, it is requested as a modification of use regulation. Staff supports this modification of use regulation in that it is generally consistent with the district regulation’s listed uses permitted in the penthouse. The proposed amenities would not generate impacts greater or different than those otherwise expressly stated or approved by the County Board with other site plan projects where amenities for the residents of the building were proposed on the roof.
Community Benefits: The following table summarizes improvements and amenities that are typical of new or major site plan projects to which the applicant has agreed:

<table>
<thead>
<tr>
<th>Standard Site Plan Improvements</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Streetscape Improvements</td>
<td>$1.1 million</td>
</tr>
<tr>
<td>Utility Undergrounding Fund Contribution</td>
<td>$106,296</td>
</tr>
<tr>
<td>Public Art Fund Contribution</td>
<td>$75,000</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>Consistent with 15.5.8</td>
</tr>
</tbody>
</table>

A Transportation Demand Management program is committed to with each of the components of this project – the office and mall renovations and the residential building. This includes as a standard, an annual contribution to Arlington County Commuter Services (ACCS) at a rate of $0.06 per square foot of both the office gross floor area and retail gross floor areas associated with the subject proposal and $0.035 per square foot of residential for 30 years. With the request to reduce the parking ratio for the residential use, the Applicant has agreed to an enhanced Transportation Demand Management program as detailed previously in this report. Further the Applicants have each committed to install the In-Building First Responder Network.

For site plans seeking exceptions to density and height in zoning districts outside of “C-O-Rosslyn” and “C-O-Crystal City”, the County Board has approved such modifications in exchange for contributions of the project to achieve and meet County goals on-site, off-site or nearby. For instance this has included the provision of affordable housing, community facilities, contributions to open space and transportation improvements. A key benefit of the proposed development beyond the standard site plan improvements are improvements to the regional shopping mall necessary to facilitate land use and planning goals for development in Ballston as set forth in the Ballston Sector Plan and the recently adopted Arlington County Retail Plan. As such, the applicant proposes the following public amenities and improvements to the benefit of the immediately adjacent properties and neighborhoods and the greater Ballston area in exchange for exceptions to density and height associated with the subject site plan.

- Sustainable design consistent with the County’s Green Building Density Incentive program for Site Plan Buildings
  - LEED Silver Certification (Residential Building)
  - LEED Silver Certification and ENERGY STAR building certification (Office Building renovation)
- Improved open space access and connections between the site and the Ballston area. These newly created spaces are proposed to be open to the public for use and access 24 hours a day, seven days a week, for the life of the site plan.
  - East and West Plazas
  - Mews
- Improved circulation, access, connection throughout the site, to the site and between the site and the Ballston area
  - Pedestrian Bridge over Wilson Boulevard
  - Mall Concourse and corridors

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12 This estimate is the cost for the combined improvements to streetscape for all three site plan amendments along the site’s frontages.
The requested bonus density is equivalent to approximately 180,260 square feet of gross floor area in the residential building. Based on a current market value of $80 per square foot for residential use, the total value of the requested bonus density is approximately $14,420,800. The following provides a breakdown of the estimated cost of the above public amenities and improvements proposed by the Applicant with the subject site plan amendments.

<table>
<thead>
<tr>
<th>Public Amenity &amp; Improvement Cost Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Space (East &amp; West Plazas, Mews)</td>
<td>$4.8 Million</td>
</tr>
<tr>
<td>Vertical Circulation &amp; Connections</td>
<td>$4.6 Million</td>
</tr>
<tr>
<td>Pedestrian Bridge</td>
<td>$2.8 Million</td>
</tr>
<tr>
<td>Wilson Boulevard Streetscape Improvements</td>
<td>$3.6 Million</td>
</tr>
<tr>
<td>Ballston Parking Garage Improvements</td>
<td>$8.9 Million</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$24.7 Million</strong></td>
</tr>
</tbody>
</table>

The total estimated cost of $24.7 million exceeds the value of the proposed bonus density requested.

**Community Process:** Given the interrelated and interdependent nature of the proposed amendments to the site plan, it was concluded that the three subject applications be considered together through the public review process of the Site Plan Review Committee (SPRC). The Ashton Heights Civic Association in which the site plan is located, along with the immediately adjacent and bordering civic associations of Ballston Virginia Square, Bluemont and Buckingham along with the Ballston BID were each invited to participate on the SPRC. A total of five SPRC meetings were convened for the project beginning on July 20, 2015 and concluding on October 12, 2015. The meeting on July 20 began with a walking tour and including walking through the pedestrian bridge system from the Metrorail to and through the mall.

Just prior to the start of SPRC, on June 30, 2015 a public meeting was convened to provide representatives from each of the affected civic associations the opportunity to meet with County staff and Planning Commission members to discuss both the proposed redevelopment plans, the public review process for the proposals, and the options that the County could explore with Forest City to create a public private partnership. At that meeting, the primary concerns raised were related to the process for determining and reviewing any form of partnership the County might consider and also the proposed removal by the Applicant of the pedestrian bridge over Wilson Boulevard. The SPRC meeting schedule, nature of the public review process and meeting agenda were also discussed with the public.

Through the SPRC process, there was significant opportunity allowed for public comment and input by members not on the SPRC. Special topics covered during the review included height and density, the pedestrian bridge over Wilson Boulevard, the design of Wilson Boulevard, signs, and the applicant’s vision for Ballston Quarter including its proposed tenanting mix. Each

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11 This is the amount of density requested in gross floor area after taking into account the requested bonus for LEED Silver for the residential building.
of the three applications were further reviewed consistent with the SPRC agenda typical of all site plans including: land use and zoning, site design and characteristics, building architecture, transportation, landscape and open space, community benefits, and construction issues including phasing. While the members believed that the project was generally good and improved over the course of the review, at the conclusion of the process the following issues remained:

- **Glebe Road.** Due to site constraints primarily related to legal interests and ownership and the nature of Glebe Road which is owned and maintained by the Virginia Department of Transportation (VDOT), the Applicant proposes limited improvements to this face of the project. As such, there was considerable concern regarding the proposed face of the redevelopment as it presents itself to N. Glebe Road. This concern was specific to the public realm, signs and branding, roadway improvements, the Ballston Parking Garage, and overall streetscape and landscape. Committee members encouraged that more be done to the project as it faces N. Glebe Road. It was believed that the same level of design and improvements proposed on the Wilson Boulevard frontage should be extended to this frontage and that there would be a more holistic approach and plan considered by the County for N. Glebe Road specifically with approved and proposed development immediately adjacent across N. Glebe Road south. This was considered by the committee as a lost opportunity. The N. Glebe Road frontage with respect to façade improvements and opportunities to provide a physical connection through the project between Wilson Boulevard and N. Glebe Road was also a concern.

- **Macy’s.** While generally accepting of the relationship between the proposed office building above and Macy’s department store below, the SPRC expressed concern with the inability to effect change to the design of the Macy’s on both the N. Glebe Road and Wilson Boulevard frontages.

- **Community Benefits.** Generally the SPRC felt that the proposed community benefits were typical and not extraordinary in terms of justifying the requested modifications including density and height and that they should be evaluated further. Additionally, the committee members generally expressed that the proposed community benefits were to the benefit of the developer and not the broader community. They encouraged that more thought be put into the community benefits.

- **Construction Issues:** As part of the proposed phasing plan and construction schedule presented, the Applicant proposes to close the south side of Wilson Boulevard as well as N. Randolph Street to pedestrian traffic during construction.

- **Signs.** There was support and enthusiasm for the signs shown by the Applicant but it was understood that the signs proposed would require an amendment to the Zoning Ordinance as part of a separate process.

The Ashton Heights Civic Association in which the project is located, continued to express concern throughout the process with respect to the proposed parking ratio at 0.7 spaces per unit and the residential building’s density and height.
Transportation Commission: The subject site plan amendments were reviewed at the October 29, 2015 public hearing. The Transportation Commission voted unanimously to recommend that the County Board approve the subject site plan amendments.

Planning Commission: The subject site plan amendments were reviewed at the November 4, 2015 public hearing. The Planning Commission voted unanimously to recommend that the County Board approve the subject site plan amendments with the following amendments:

- The County Board prioritize renewal of the garage entrance, façade, landscape and streetscape as part of the CIP process, and in time to coordinate these improvements with the opening of the mall in 2018.

  **Staff Response:** Direct the County Manager to study how future revenues associated with the parking garage after payment of debt and other legal obligations, as well as other resources available, could be made available to achieve significant improvements to the garage façade and related streetscape and landscaping adjacent to the garage along Glebe Road and N. Randolph Street, and report back to the County Board a process for design and scoping of these improvements that may incorporate community input and could be funded as part of future CIPs.

- Direct the County Manager to initiate a study working with the Transportation Commission to develop a long term vision for Glebe Road between Henderson and Fairfax Drive with a plan to achieve it.

  **Staff Response:** Consideration of a study for the long-term vision of Glebe Road from Washington Boulevard to North Quincy Street could be considered as part of future work plans.

- Direct staff to work with the applicant to ensure that the benefits and easements have unencumbered path to the Metro from Ballston Quarter.

  **Staff Response:** Condition #60 of the Mall Project and Condition #59 of the Residential Project provide for the public use and access of public spaces throughout the project including hours for access 24 hours a day, seven days a week.

- Add the word “ramps” to the Condition #50 on all three amendments for snow removal.

  **Staff Response:** Condition #50 in for all three projects, the Office Project, the Mall Project and the Residential Project includes the word “ramps” to clarify that ramps are to be cleared of snow and ice.

- Incorporate into the plan for Ballston Quarter a central bike parking facility in the garage with showers, changing rooms, bike service area, etc.

  **Staff Response:** The proposed Ballston Station Multimodal project includes improved bike facilities at the Ballston-MU Metrorail station, including a new bike shelter and additional
bike racks around the station area doubling the number of bike racks available. The proposed bike parking for the residential building in Ballston Quarter is consistent with current standard site plan conditions for secure bike parking and visitor bike parking. The proposed bike parking for the mall and office project is consistent with current standard site plan conditions for visitor parking. Holistically, the quantity of visitor racks around the Ballston Quarter site is increasing significantly and provides for racks on Glebe Road, Wilson Boulevard, and N. Randolph Street.

CONCLUSION: Development of the Ballston Common site and Ballston Common Shopping Mall is and has always been key to implementation of the County’s vision for Ballston as expressed in the Ballston Sector Plan and General Land Use Plan. The Applicants’ proposals for significant improvements to the regional shopping mall, a new residential building and improved office building on the site would be consistent with the area Plan and County goals and policies and specifically the need to encourage the revitalization of the existing regional shopping center that is planned as the commercial core of the surrounding neighborhood. The project provides long term return on investment for the County in addition to the revitalization of the retail center. The success of the mall is instrumental to the economic success of Ballston. As proposed, the conditions would assure that the improvements and development will conform to the requirements and modifications to such requirements to the zoning district regulations. Staff further concludes that the improvements and overall development: 1) substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as modified; 2) Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and 3) Is so designed and located that the public health, safety and welfare will be promoted and protected. Therefore, staff recommends that the County Board adopt the attached ordinances to approve the subject site plan amendments, subject to all previously approved conditions and the conditions of the ordinances applicable only to the subject site plan amendments.
SITE PLAN AMENDMENT ORDINANCE (Office Project)

WHEREAS, the existing development on the site is both identified in plans and policies as, and was initially built and designed to function as, the commercial core of the surrounding neighborhood around which other commercial and residential development is planned;

WHEREAS, the existing commercial development was and continues to be recognized as the foundation for development in the Ballston area and is essential to its long term sustainability;

WHEREAS, the existing regional shopping center no longer viably functions as envisioned in area plans and policies as a catalyst for development and redevelopment, and is in a precipitous and inevitable state of decline, as evidenced by long-term decrease in service-commercial sales tax revenue and vacancy rates despite long-term efforts by the property owner to maintain its vitality;

WHEREAS, continued decline or loss of the regional shopping center would invariably lead to a reduction or entire cessation of investment in, and resulting decline in, the surrounding commercial and residential area;

WHEREAS, maintaining the vitality of the mall was and remains a core element of the Ballston Sector Plan, Rosslyn to Ballston Retail Action Plan as updated by the Arlington County Retail Plan;

WHEREAS, improvements to the regional shopping center are fundamental to the realization of the County’s land use and planning goals for continued development in Ballston;

WHEREAS, an application for a Site Plan Amendment dated August 11, 2014, for Site Plan #193, was filed with the Office of the Zoning Administrator; and
WHEREAS, the Planning Commission held a duly advertised public hearing on that Site Plan Amendment on November 4, 2015 and recommended that the County Board approve it, subject to numerous conditions and has provided a letter dated November 10, 2015; and

WHEREAS, as indicated in Staff Report[s] prepared for the November 14, 2015, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to all previous conditions applicable to the building at 701 N. Glebe Road and 685 N. Glebe Road only, as revised and set forth below and in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on November 14, 2015, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan:

- Includes substantial improvements to the mall, an associated office building and proposed residential building that will further stimulate revitalization and successful development in Ballston;
- Incorporates an urban design and form that activates the street within and around the subject property with pedestrian activity, transparency and streetscapes consistent with the Master Transportation Plan and other plans for the area;
- Contributes to place-making for the Metro station area and surrounding neighborhood;
• Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
  o 14,838 sf GFA Office Bonus Density; and
  o Other Modifications necessary to achieve the proposed development plan.
• Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
• Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally approved on May 18, 1982, pursuant to an application for Site Plan #193, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition 2 below (which drawings, etc… are hereafter collectively referred to as “Revised Site Plan Application”), for a Site Plan Amendment to permit modifications to facade, streetscape, landscape and the addition of approximately 14,838 square feet of office GFA for the parcel of real property known as RPC# 14-059-044 and 701 N. Glebe Road and RPC# 14-059-045 and 685 N. Glebe Road, approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on May 18, 1982, as shown in the records of the Office of Zoning administration, and as amended from time to time and as amended by the Revised Site Plan Application, subject to all previously-approved conditions (#1 through #37 as approved in 1982 and subsequent generally-applicable conditions), and with new Conditions #1-57 applicable only to the property at 701 N. Glebe Road 685 N. Glebe Road.
The applicant is providing the features, design elements, uses, services or amenities called for in these conditions in return for approval to use a building and property that has density and other benefits not permitted by right in the district as follows:

Note: Where a particular County office is specified in these conditions, the specified office includes any functional successor to that office. Where the County Manager is specified in these conditions, “County Manager” includes the County Manager or his/her designee. As used in these conditions, the term “Developer” shall mean the owner, the applicant, and all successors and assigns.

The general sequence of permits is as follows: Demolition Permit; Land Disturbance Permit; Excavation, Sheeting and Shoring Permit; Footing to Grade Permit; and Final Building Permit. In the event that the Developer does not obtain all permits separately, the Developer agrees that the requirements for all permits as set forth and/or otherwise may be modified in the conditions below will be included in the permit that is applied for up to and including those requirements set forth to be met before the permit that is being applied for has been issued. In the event that the Developer only applies for and receives a Final Building Permit, the requirements for the Demolition Permit; Land Disturbance Permit; Excavation, Sheeting and Shoring Permit; and Footing to Grade Permit must also be met prior to issuance of the Final Building Permit.

1. **Overall Compliance Requirements**
   The Developer agrees that nothing in these conditions relieves the Developer from complying with all Federal, State and/or local laws and regulations. The Developer agrees that these conditions are valid for the life of the Site Plan. The Developer agrees to paste to all site development and building permit application drawings (not including interior alteration building permits i.e. electrical and plumbing), the approved minutes of the County Board meeting at which the Site Plan or any amendment to the Site Plan was approved. The Developer also agrees that no changes to the approved post-4.1 plans shall be made in the field. Unless otherwise stated in the conditions below, all required submissions shall be filed with the Zoning Office.

2. **Site Plan Compliance and Expiration**
   A. **Compliance (Life of the Site Plan)** The Developer agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1, and the revised plans dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board as part of the Site Plan approval (as used in these conditions, the term “Site Plan” shall refer to the approved special exception SP #193) and made a part of the public record on November 17, 2015, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the Developer and accepted by the County Board or vice versa, except as specified in the conditions below.

   B. **Expiration (Footing to Grade Permit)** If a Footing to Grade Permit has not been issued for the first building to be constructed pursuant to the approved Site Plan, then
this Site Plan approval expires on November 30, 2018 unless otherwise extended by the County Board. Extension of this approval shall be at the sole discretion of the County Board. The Developer agrees that this discretion shall include a review of this Site Plan and its conditions for their compliance with then current County policies for land use, zoning and special exception uses. Extension of the Site Plan is subject to, among other things, inclusion of amended or additional Site Plan conditions necessary to bring the plan into compliance with then current County policies and standards together with any modifications proposed by the owner and accepted by the County Board or vice versa.

3. Post-County Board 4.1 Filing (Demolition and Land Disturbance Permits)
   A. (Demolition and Land Disturbance Permits) The Developer agrees to file four copies of a Site Plan and the Site Plan Specification Form called for in Administrative Regulation 4.1 within 90 days of the County Board approval, and before issuance of the Land Disturbance Permit or Demolition Permit. The Developer also agrees to submit four digital copies on compact disc, including final Site Plan drawings (JPEG, PDF, DWF, and DXF formats), color images of all renderings and photos of presentation boards (JPEG and PDF formats), and PowerPoint presentations (PPT format) shown to the County Board, including any changes made during the County Board meeting, of the approved 4.1 plans. The submittal shall comply with the final approval of the County Board and with Administrative Regulation 4.1. No permits shall be issued for this Site Plan until the post-County Board 4.1 filings have been approved by the County Manager.

   B. The Developer agrees to show on the post-4.1 plans:
      1) Existing traffic signal system infrastructure, e.g., poles, meters, controller cabinets, and indicate on the plans if any part of the system will be moved and to where it is proposed to be moved.

      2) The location of intake and exhaust garage ventilation grates.

   C. The Developer agrees that no changes to the approved post-4.1 plans shall take place in the field. The Developer agrees to obtain the Zoning Administrator’s review and approval of all post-4.1 plan changes, who will determine whether the changes are acceptable, need an administrative plan changes, or require site plan amendment approval.

4. Site Plan Conditions Review Meeting (Demolition and Land Disturbance Permits)
   The Developer agrees to request and attend, along with its construction team, a Site Plan Conditions Review Meeting coordinated by the Zoning Office prior to the issuance of any permits for the Site Plan. The meeting is intended to inform the Developer of the following: 1) requirements of each of the Site Plan conditions that apply to the approved Site Plan; 2) the general process and contacts for obtaining permits, including plan review and approval and overview of associated Site Plan compliance requirements; and 3) the potential need to attend additional pre-permit and pre-construction meetings coordinated by the Inspection Services Division (ISD) and the Department of Environmental Services (DES). This meeting may occur independent of, or together with the meeting required by
this Site Plan Condition #4 for the separate site plan amendments to SP #193 associated with the residential building (“the Residential Project”) and mall renovation (“the Mall Project”).

5. **Multi-Building Phasing Plan (Demolition and Land Disturbance Permits)**

For multi-building Site Plans, the Developer agrees to obtain approval of the County Manager of a phasing plan (“Phasing Plan”), setting forth each defined phase (“Phase”) of the Site Plan, prior to the issuance of any Demolition and Land Disturbance Permits, and to implement the approved Phasing Plan. The Developer agrees that it shall comply with the site maintenance requirements outlined in Condition #13 below as part of the Phasing Plan. Improvements required by this Site Plan condition shall be constructed in phases, consistent with the approved Phasing Plan. Any changes in the project phasing shall require a new Phasing Plan approved by the County Manager prior to the issuance of any subsequent permits for the project. The conceptual phasing plan included on Sheet C-8 of the plans dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board on November 17, 2015 also includes phases and improvements associated with the Residential Project and Mall Project. Phases that are specific to and required by this Site Plan shall be identified in further detail in the Phasing Plan.

6. **Tree Survey, Tree Protection Plan, and Tree Protection Bond (Demolition and Land Disturbance Permits)**

   A. **(Demolition and Land Disturbance Permits)** The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbance Permits:

   1) **Tree Survey.** Complete a tree survey which meets the standards set forth below in subparagraph C, Tree Protection and Tree Protection Plan Standards.

   2) **Tree Protection Plan.** Submit to, and obtain the County Manager’s review and approval of a tree protection plan for those trees identified on the tree protection plan to be saved according to the standards set forth below in paragraph C, Tree Protection and Tree Protection Plan Standards.

   3) **Bond Estimate.** Upon approval of the tree protection plan, the Developer agrees to submit to and obtain the Department of Parks and Recreation’s (DPR) review and approval of, a bond estimate for the trees to be saved based upon Arlington County’s Tree Replacement Formula or an amount approved by the County Manager. The Developer agrees to protect all trees designated to be saved on the tree protection plan, and those specified to be saved by the approved Site Plan and shown on any filing in connection with this Site Plan.

   4) **Bond.** Upon approval of the bond estimate by the County Urban Forester, the Developer agrees to submit to DPR a bond, in the form of cash or letter of credit in the approved amount of the estimate, and the approved tree protection plan.

   B. **Tree Replacement and Tree Replacement Bond for Preservation of Trees on Developed or Adjacent Property (Post Master Certificate of Occupancy Permit)**
1) **Tree Replacement.** Unless otherwise specified, any tree required to be saved pursuant to this condition, which dies, as determined by the County’s Urban Forester, prior to or within three (3) years of the issuance of the Master Certificate of Occupancy, shall be removed and replaced by the Developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement Guidelines. Failure to provide the required number of replacement trees on site shall cause default of the Tree Protection Bond. The County shall draw from the Tree Protection Bond the bonded amount for each dead or removed tree not adequately replaced. All funds drawn from the bond shall be placed in the County’s Tree Canopy Fund.

2) **Final Inspection & Bond Release.** The Developer agrees to request a final inspection of all trees required to be preserved, consistent with the approved Tree Protection Plan, three (3) years after the issuance of the Master Certificate of Occupancy. The bond will be released upon satisfaction of all tree protection requirements, including preservation of protected trees.

**C. Tree Protection and Tree Protection Plan Standards**
1) The tree survey shall show existing conditions of the site and locate and identify all trees which are three (3) inches in diameter or greater. The survey shall include any tree on adjacent sites whose critical root zone extends onto the subject site.

2) The tree protection plan will designate any trees proposed to be saved by the Developer. This plan shall include any tree on adjacent sites whose critical root zone extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites. At a minimum, this plan shall include:

   a. A site grading plan at two (2) foot intervals, including the location of all proposed improvements and utilities.

   b. Detailed specifications for any tree walls or wells proposed.

   c. A description of how and where building materials and equipment will be stored, and a description and map of construction travel routes, during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.

   d. Identification of tree protection measures and delineation of placement of tree protection.

   e. The location of all construction trailers, if any, within any tree protection areas.
7. **Location of Construction Trailers (Demolition and Land Disturbance Permits)**
   The Developer agrees to submit a construction trailer plan, which shall show the location of construction trailers, prior to the issuance of the Demolition and Land Disturbance Permits, and prior to locating any trailers on the site. The plan may show construction trailers located within the setback area as long as they are not located in the vision obstruction area or tree protection area. The plan shall show the location of construction staging and include the “Construction Hauling Route Plan”. The Developer may submit the construction trailer plan for review by both Zoning and DES prior to approval of the plan by Administrative Change by the Zoning Administrator. If all construction trailers for the project are shown on the Tree Protection Plan (Condition #6.A) above, then that Plan can be used to satisfy this condition’s submittal requirements, provided it has been reviewed and approved as set forth herein.

8. **Photographic Record of Development (Demolition and Land Disturbance Permits)**
   Intentionally Omitted.

9. **Construction Related Measures (Demolition and Land Disturbance Permits)**
   A. **Maintenance of Traffic Plans**
      1) All Maintenance of Traffic Plans (MOT) for this site plan shall include the hours permitted for construction activities in the public right-of-way. Construction activity within the public right-of-way may occur between 9:00 a.m. and 3:30 p.m., Monday through Friday and/or between 10:00 a.m. and 6:00 p.m. on weekends and holidays. Construction activity within the public right-of-way shall not occur between 6:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:30 p.m., Monday through Friday. The foregoing construction hours may be modified by the County Manager if he/she finds that, 1) for right-of-way improvements required by the site plan, construction activity must be constructed outside the hours stated above in order to avoid disruption of traffic or other transportation systems; or 2) the construction activity requires certain utility work and/or street closures outside the hours stated above. “Holidays” are defined as New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving and Christmas. The Developer agrees to place a minimum of one sign per street front around the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours. The developer agrees to maintain lighted and protected 5-foot minimum clear width pedestrian access along Wilson Boulevard and Glebe Road adjacent to the site throughout construction. Exceptions may be made during an emergency as defined in Condition #12.C, when Inspection Services Division has determined that pedestrian access adjacent to the site should be limited for safety reasons, and/or for such limited periods as are unavoidable for utility upgrades or construction of the sidewalk along Wilson Boulevard and Glebe Road.

      2) The Developer agrees to submit one (1) copy of each approved Construction Hauling Route Plan to the Zoning Administrator. Copies of plans or maps shall
also be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project.

3) The Developer agrees to provide one (1) copy of each approved Construction Hauling Route Plan to the Ashton Heights, Ballston Virginia Square, Bluemont and Buckingham Civic Associations and the Ballston Business Improvement Corporation, one (1) copy to the Arlington County Police Department, and provide documentation of these submissions to the Zoning Administrator.

B. Maintenance of Street Surfaces. The Developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the Developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The Developer agrees to ensure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the Developer, the Developer’s contractors, or private utility companies for work associated with this Site Plan. The Developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. The term “significant portion of a road” is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet in length or 100 square feet in size. This condition is in addition to any other conditions in this Site Plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction. All temporary street patching shall be performed per Arlington County Construction Standards and Specifications.

C. Temporary Lighting Plan. During construction the Developer agrees to provide adequate temporary lighting for roadway users, including pedestrian and vehicular traffic, along all frontages of the site, including the interiors of covered pedestrian walkways. Lighting levels shall conform to minimum luminance levels approved by the County, based on the Arlington County Traffic Signal and Streetlight Specifications. A temporary lighting plan shall be submitted and approved prior to issuance of the Demolition and Land Disturbance Permits. Lighting shall be turned on between dusk and dawn 7 days a week. Any high-intensity overhead lighting, such as lighting placed on construction cranes, shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. The approved temporary lighting plan shall be implemented prior to issuance of the Excavation Sheeting and Shoring Permit and prior to the shut-down or removal of any existing lighting and operated from implementation until lighting fixtures as approved in Condition #19 are in place and operational around the perimeter of the site.

D. Off-Street Parking for Construction Workers (Demolition and Land Disturbance Permits)
The Developer agrees to develop and submit to the Zoning Administrator a plan for off-street parking for construction workers prior to the issuance of the Demolition and Land Disturbance Permits. The Developer agrees to obtain the review and approval by the Zoning Administrator of such plan prior to the issuance of the Excavation, Sheeteting and Shoring Permit. The Developer agrees that the plan shall provide for off-street parking and shall be provided for all construction workers, including subcontractors, without charge to the workers. In lieu of providing parking, the Developer may provide a subsidy for the construction workers in order that they may use Metro, provide a van for van pooling, or use another established method of transportation to provide for construction workers to arrive at the site. The Developer agrees to implement the approved plan throughout all phases of construction on the project. If the plan is found to be either not implemented or violated during the course of construction, a notice to correct the violation will be issued to the Developer. If the violation is not corrected within ten (10) days, appropriate enforcement actions will be taken in accordance with Article 17 of the Zoning Ordinance. The Developer agrees that the plan shall include the following:

1) The location of the parking to be provided at various stages of construction.

2) The number of parking spaces that will be provided at various stages of construction.

3) The number of construction workers that will be assigned to the work site at various stages of construction.

4) Mechanisms which will be used to encourage the use of Metro, carpooling, vanpooling, and other similar efforts.

5) The location on the construction site at which information will be posted regarding Metro schedules and routes, bus schedules and routes, and carpooling and vanpooling information.

6) The contact person responsible for communicating parking and transportation options to workers.

10. **Residential Relocation (Demolition and Land Disturbance Permits)**
   Intentionally Omitted.

11. **Retail Relocation (Demolition and Land Disturbance Permits)**
   Intentionally Omitted

12. **Community Outreach During Construction (Demolition and Land Disturbance Permits)**
   The Developer agrees to comply with the requirements of this condition prior to the issuance of the Demolition and Land Disturbance Permits, and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.
A. **Community Liaison.** The Developer agrees to identify a person(s) who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site or readily accessible throughout the hours of construction, including weekends. The name, e-mail address and telephone number of the individual(s) shall be provided in writing to residents, property managers and business owners whose property abuts the site (including the Ashton Heights, Ballston Virginia Square, Bluemont and Buckingham Civic Associations and the Ballston BID Homeowners Association), and to the Zoning Administrator, and shall be posted at the entrance of the project.

B. **Community Meeting.** Before commencing any clearing or grading of the site, the Developer agrees to hold a community meeting with those whose property abuts the project to review the Construction Hauling Route Plan, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative must be notified in advance of the meeting date once the community meeting dates/times are established. The Developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting.

C. **Temporary Closures of Any Traffic Lanes (Demolition and Land Disturbance Permits – 7 days in advance of street closures)** The Developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, e-mail) at least seven calendar days in advance of any street closure, except in the case of an emergency, of more than one hour duration on any street. “Emergency” street closures may include, but not be limited to, those relating to rupture or potential rupture of a water or gas main, unsecured building façade, or similar unforeseeable public danger. “Emergency” street closures shall not include closures for setting up or dismantling of a crane, exterior building construction, materials deliveries, utilities work, or similar situations.

D. Throughout construction of the project, the Developer agrees to advise abutting property owners in writing of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.

13. **Construction Site Maintenance Agreement (Demolition and Land Disturbance Permits)**
A. **Approve Agreement (Demolition and Land Disturbance Permits)** The Developer agrees to submit to and obtain the County Manager’s approval of a Construction Site Maintenance Agreement prior to the issuance of Demolition and Land Disturbance Permits, which will provide information regarding how the Developer will meet the following requirements:

1) That the site and any buildings located within it are secured and kept in a well-maintained condition throughout construction, consistent with the requirements
outlined below in this condition. This shall include, but not be limited to, maintaining landscaping, keeping the grass mowed, removing litter and debris from the site, and properly disposing of recyclable materials.

2) Maintain access on the site for fire emergency vehicles including access to existing fire hydrants and fire department connections.

3) Address sites that have been cleared, but construction has either ceased for a period of time or not yet begun. The Plan shall include an interim site maintenance plan that provides details on interim landscaping, site screening and site maintenance.

4) At the end of each work day during construction of the project, any streets used for hauling construction materials and entrance to the construction site shall be free of mud, dirt, trash, allaying dust, and debris, and all streets and sidewalks adjacent to the construction site shall be free of trash and debris.

5) On-site construction activity, including, by way of illustration and not limitation, delivery of materials and equipment, except for construction worker arrival to the construction site and indoor construction activity, shall commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays, and shall commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays. Indoor construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day. The Developer may submit to the Zoning Administrator, through the 4.1 administrative change process, a request to permit construction activity during hours other than those identified above. The Zoning Administrator may approve such request only if the Developer can show that the construction activity requires certain utility work and/or street closures outside the hours stated above. “Holidays” are defined as New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving, and Christmas. The Developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours.

B. Storage of Construction Materials (Throughout Construction of the Site Plan)
The Developer agrees that storage of construction materials, equipment and vehicles shall occur only on the site. The Developer may submit a request for the County Manager’s review and approval of an off-site location, which the County Manager may approve provided that he/she finds that the storage of construction materials equipment and vehicles do not adversely impact the public health or safety of the off-site location.
C. Implement Agreement (Throughout Construction of Site Plan) The Developer agrees to implement the approved Construction Site Maintenance Agreement throughout construction of the site plan.

14. Construction and Demolition Waste (Demolition and Land Disturbance Permits) The Developer agrees to submit and obtain the County Manager’s review and approval of at least one plan for diverting from landfill disposal the demolition, construction, and land clearing debris generated by the project prior to the issuance of the permits identified in the sub-paragraphs below. The plan shall outline recycling and/or reuse of waste generated during demolition and/or construction. The plan shall outline specific waste streams and identify the means by which waste will be managed (reused, reprocessed on site, removed by licensed haulers for reuse/recycling, etc.).

A. Historic Sites (Demolition and Land Disturbance Permits) In the event the site contains a building that is identified and/or surveyed by Arlington County’s Historic Preservation Program, the Developer agrees to develop, submit, and obtain review and approval by the County Manager (Historic Preservation Program) of a plan for the salvage and re-use or recycling of building elements and materials from the existing building(s) proposed to be demolished, prior to the issuance of the Land Disturbance or Demolition Permits. The Developer further agrees to implement such plan throughout the respective phases of construction. The Developer agrees to contact by written notice and permit the staff of the Historic Preservation Program to inspect the property and the existing building(s) to identify those historic building elements and materials to be salvaged and/or re-used. Provisions for such salvage and/or re-use shall be incorporated into the plan. The Developer agrees to contact local firms/organizations that may be interested in removing these materials without expense to the Developer prior to demolition of the buildings, and submit evidence of compliance with the terms of this condition to the County’s Historic Preservation Program staff before any demolition is initiated. If, as a result of the Developer’s efforts, there is little or no interest by local firms/organizations to remove these materials, then the Developer agrees to pay for a recycling contractor or other licensed contractor to have the identified building elements and materials that are marked for salvage and/or re-use to be removed from the building and the site.

B. Construction Waste Management Plan (Demolition and Land Disturbance Permits) The Developer agrees, prior to the issuance of the Demolition and Land Disturbance Permits, to submit and obtain review and approval by the County Manager of the construction waste management plan to divert demolition, land clearing, and construction debris generated by the project from landfill disposal and/or incineration. The County Manager will approve the plan if he/she finds it is consistent with LEED credits MR 2.1 and 2.2 (Construction Waste Management). The Developer further agrees to implement such plan throughout the respective phases of demolition and construction. Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management).
C. Updated Construction Waste Management Plan (Final Building Permit) The Developer agrees, prior to the issuance of the Final Building Permit, to submit and obtain review and approval by the County Manager of an updated construction waste management plan. The County Manager will approve the plan if he/she finds it is consistent with LEED credits MR 2.1 and 2.2 (Construction Waste Management). The Developer further agrees to implement such plan throughout the respective phases of construction. Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management).


16. Vacations and Encroachments (Demolition and Land Disturbance Permits)  
   A. Approval of Ordinance (Demolition and Land Disturbance Permits) The Developer agrees to obtain approval of, and fulfill all required conditions of, all ordinances of vacation and/or ordinances of encroachment associated with and/or required to build the project, or any portion thereof, as shown on the plans referenced in Condition #2, prior to the issuance of Demolition and Land Disturbance Permits associated with this Site Plan, or for a pertinent phase approved by the County Manager as part of the Phasing Plan required in Condition #5, except for demolition permits solely for buildings and structures not owned by the County and not located on property within which the County has an interest.

   B. Obtain Ordinance (Excavation, Sheeting and Shoring Footing to Grade Permit) Further, the Developer agrees that no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless the Developer has first, before any Excavation, Sheeting and Shoring Footing to Grade Permit is issued: a) obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and, b) met all of the conditions of such ordinance(s). The satisfaction of the requirements of this condition may be phased provided such phasing is consistent with the Phasing Plan per Condition #5.

17. Public Art (Demolition and Land Disturbance Permits) Intentionally Omitted.

18. LEED Credits and Sustainable Design Elements (Demolition and Land Disturbance Permits) The Developer agrees to obtain LEED credits and implement sustainable design elements in one of four ways, as described and required below:

   A. For Development without Bonus Density: Intentionally Omitted.

   B. For Townhouse Development: Green Home Choice (Final Building Permit) For all townhouse residential projects: Intentionally Omitted.
C. For Development with Bonus Density for LEED Design and Construction: Intentionally Omitted.

D. For Development with Bonus Density for LEED Design and Construction, and Energy Star Certification LEED for Existing Buildings: Operations and Maintenance

1) Green Building Design and Construction
   a. The Developer agrees to include a LEED® Accredited Professional (LEED-AP) as a member of the design and construction team. The team will incorporate sustainable design elements and innovative technologies into the project so that numerous project components will earn the Developer points under the U.S. Green Building Council’s LEED green building rating system. Specifically, the Developer agrees to meet the requirements for all LEED Prerequisites and achieve at least the number of LEED credits necessary to achieve LEED certification at the Silver level using the LEED NC CS version 2009 green building rating system, or a more recent version as approved by the County Manager. At least 7 points from LEED EA credit 1, “Optimize Energy Performance,” shall be included in the certification of the project.

The Developer agrees to fulfill the following before issuance of the indicated permit:

(1) (Shell & Core Certificate of Occupancy) The Developer agrees that for residential development:

   (a) ENERGY STAR label. All of the following types of appliances, fixtures, and/or building components initially installed in the residential units in the project shall have earned the U.S. EPA’s ENERGY STAR label (or equivalent as approved by the County Manager): clothes washers, dishwashers, refrigerators, and ceiling fans. Residential units will comply with the EPA’s Advanced Lighting Package (or equivalent as approved by the County Manager). The Developer agrees to submit to the County Manager documentation sufficient to confirm that such components are ENERGY STAR qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.

   (b) WaterSense label. All the following fixtures initially installed in the residential units in the project shall have earned the U.S. EPA’s WaterSense label (or equivalent as approved by the County Manager): toilets, showerheads, and bathroom sink faucets. The Developer agrees to submit to the County Manager documentation sufficient to confirm that such components are WaterSense qualified (or equivalent as
approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.

(e) For the commercial lighting in common areas of multifamily residential projects, (by way of illustration and not limitation, these areas include lobbies, corridors, stairwells, common rooms, fitness rooms, etc.), the Developer shall reduce the need for lighting (through daylighting where possible) and shall specify the use of energy efficient fixtures, bulbs, light sensors, motion sensors, timers, and interior design, e.g., paint color, that maximize energy efficiency in lighting. The guidelines outlined by the US Green Building Council’s LEED for Commercial Interiors (LEED CI) credit entitled, Optimizing Energy Performance: Lighting Power shall be used toward the goal of maximizing energy efficiency in the lighting of common areas.

(2) **Report Submittals.** The Developer further agrees to submit to the Department of Environmental Services (DES) (with notification of submission to the Zoning Office), reports prepared by the LEED-AP and documentation upon request to substantiate the report. Such reports will be submitted prior to the issuance of each of the following permits or certificates of occupancy for construction of the project (with appropriate updates as the project progresses) and will summarize the efforts to date of the inclusion of the sustainable elements within the project:

(a) Demolition and Land Disturbance Permits  
(b) Excavation/Sheeting & Shoring Permit  
(c) Above-Grade Building Permit  
(d) Shell and Core Certificate of Occupancy  
(e) Partial Certificate of Occupancy for occupancy of the last floor of space  
(f) Master Certificate of Occupancy

(3) **Site Visits (First Partial Certificate of Occupancy for Tenant Occupancy)** The Developer agrees to permit and cooperate with site visits as requested by the County Manager to verify that all LEED components as agreed to as part of this Condition #18 have been included in the project.

(4) **LEED Certification (Within 90 days after issuance of Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide certification by a LEED-AP within ninety (90) days after the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued. The certification shall state that all the prerequisites and the minimum number of LEED credits, as set forth above in the reporting mechanisms, have been incorporated into the building for which the Certificate of Occupancy
permit has been issued, and that, in the professional’s opinion, the project will qualify for at least a LEED Silver Certification as outlined in the 2009 version of LEED or a more recent version. The Developer also agrees to submit all appropriate documentation to the USGBC (or their designee) for review and evaluation for LEED certification.

(5) **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $494,600 \[($50 \text{ per s.f.}) \times (9,892 \text{ s.f. of LEED bonus density})\] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued guaranteeing that, within twenty-four (24) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the U.S. Green Building Council its LEED Silver certification. If the total number of LEED points earned by that date through certification is less than the number of points required to achieve the agreed upon LEED certification level, the Developer shall automatically forfeit a percentage of the financial security as follows:

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<th>Points missed</th>
<th>Percentage of financial security forfeited</th>
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<td>1-2</td>
<td>25%</td>
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<td>3-4</td>
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Should the Developer miss seven (7) or more points within the twenty-four (24) month period (unless due to delay related solely to the USGBC), the Developer shall automatically forfeit 100 percent (100%) of the security. The forfeited amount shall be paid to the County within 30 days of the date of notification from the USGBC. The Developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County.

b. **Energy Reporting (January 31st of year after issuance of Partial Certificate of Occupancy of last floor)** The Developer agrees to provide a complete ENERGY STAR Portfolio Manager report (or equivalent as approved by the County Manager), as outlined in County guidelines entitled Submission Requirements for Site Plans with Portfolio Manager Proffers, for the project each year for a period of ten (10) years. The first report shall be due on or before January 31 of the year following issuance of the partial certificate of occupancy of the last floor of space.

c. The Developer agrees that all sustainable design elements and innovative technologies incorporated into the project for which the Developer earned
points under the U.S. Green Building Council’s LEED green building rating system shall remain as part of the Site Plan for the life of the Site Plan. Any changes to the LEED-related building elements for which LEED points were earned shall be submitted to and administratively reviewed by the Zoning Administrator as part of an Administrative Change request, which the Zoning Administrator shall approve only if he or she finds that the change will neither reduce the level of sustainable design of the building, nor the total number of LEED points for which the Site Plan project was approved.

2) **Post-Occupancy Green Building Energy Performance**

   a. In addition to LEED Silver certification (including seven (7) points from LEED 2009 EA credit 1, “Optimize Energy Performance”) for new construction, the Developer agrees to meet the requirements and achieve at least the number of credits necessary to achieve LEED certification at the U.S. Environmental Protection Agency’s ENERGY STAR certification for the building with at least an ENERGY STAR score of 75. The certification will be based on at least 12 months of actual energy utility data and the Developer agrees to complete all data tracking, documentation, and verification required to earn the ENERY STAR certification, level using the LEED for Existing Buildings: Operations & Maintenance (LEED-EBOM) version 2009 green building rating system, or a more recent version as approved by the County Manager.

   b. **Report Submittals** - The Developer agrees to submit to the Department of Environmental Services (DES) (with notification of submission to the Zoning Office), reports summarizing the LEED-EBOM energy performance of the project and, upon request, documentation to substantiate the report. Such reports will be submitted prior to the issuance of the following certificates of occupancy for construction of the project:

   1. Final Building Permit
   2. Shell and Core Certificate of Occupancy
   3. Partial Certificate of Occupancy for occupancy of the last floor of space
   4. Master Certificate of Occupancy
   5. Every six months following issuance of the Partial Certificate of Occupancy for the last floor of space until LEED EBOM certification is achieved.

   c. **ENERGY STAR LEED-EBOM Certification (Within 48 months after issuance of Partial Certificate of Occupancy for space on last floor)** The Developer agrees to permit and cooperate with site visits by the County Manager to verify LEED-EBOM ENERGY STAR progress. The Developer also agrees to submit all appropriate documentation to the U.S. Environmental Protection Agency USGBC (or their designee) for review and evaluation for LEED-EBOM ENERGY STAR certification in sufficient time to achieve LEED-EBOM ENERGY STAR certification within forty-eight (48) months after
issuance of the Partial Certificate of Occupancy for any space on the last floor for which a Certificate of Occupancy is issued.

d. **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $247,300 [($50 per s.f.) x (4,946 s.f. of LEED EBOM ENERGY STAR bonus density)] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, guaranteeing that, within forty-eight (48) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the U.S. EPA Green Building Council its ENERGY STAR certification for the building LEED for Existing Buildings: Operations and Maintenance certification at the _______ level. If the project fails to earn the ENERGY STAR certification total number of LEED points earned within 48 months is less than the number of points required to achieve the agreed upon LEED certification level, the Developer shall automatically forfeit 100% a percentage of the financial security. The forfeited amount shall be paid to the County within 30 days of the date of notification from the County. The Developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County, as follows:

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<td>75%</td>
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</tbody>
</table>

Should the Developer miss seven (7) or more points within the forty-eight (48) month period (unless due to delay related solely to the U.S. EPA USGBC), the Developer shall automatically forfeit 100 percent (100%) of the security. The forfeited amount shall be paid to the County within 30 days of the date of notification from the USGBC. The Developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County.

3) The Developer agrees that the LEED points referenced in this condition for new green building design and construction refer to the LEED-CS 2009 rating system. Any changes to point valuations incorporated into future updates to the LEED Green Building Rating System must equal or exceed the requirements outlined in the Core and Shell version of LEED 2009. The Developer also agrees that the ENERGY STAR score referenced in this condition refers to the version of ENERGY STAR in use on the date of County Board approval. Any changes to score valuation the Developer agrees that the LEED points referenced in this
condition for post-occupancy green building certification refer to the LEED EBOM 2009 rating system. If the Developer requests to use an updated version of LEED, then any changes to the point valuations incorporated into future updates to the LEED Green Building Rating System ENERGY STAR certification for buildings programs must equal or exceed the requirements outlined in the version of ENERGY STAR in use on the date of site plan acceptance. 2009 version of LEED.

4) The Developer agrees to permit the County Manager or designee to access the USGBC and ENERGY STAR records for the project, and to provide the County Manager with such authorization as may be necessary to allow such access. Should there be a dispute between the County and the Developer as to whether any sustainable element has properly been included in the development so as to qualify for the applicable number of LEED rating system points, the County and the Developer will select a mutually agreeable third-party LEED-accredited individual, or other person with substantial experience in the LEED system as approved by the County Manager, and accept the determination of that individual as to whether the Developer has qualified for those points. If the third-party person determines that the sustainable element has properly been included, the County will issue the permit. Such a determination shall in no way relieve the Developer of the obligation to achieve the level of certification called for in this condition.

19. Civil Engineering Plan (Land Disturbance Permits)
   A. Submission and Approval (Land Disturbance Permits)
      1) Submission (Land Disturbance Permits) The Developer agrees to submit a complete set, as determined by the Department of Environmental Services, of Civil Engineering Plan for each applicable phase of the project consistent with the approved Phasing Plan for the development, pursuant to Condition #5 above, based on the Minimum Acceptance Criteria and Guidelines dated November 1, 2014 or subsequent amended acceptance criteria document, prior to the issuance of the Land Disturbance Permit for that phase.

      2) (Excavation, Sheeting and Shoring Permit) The Developer agrees that in the event it seeks an Excavation Sheeting and Shoring Permit prior to approval of the Civil Engineering Plan, such permit may only be issued if the following requirements have been met for the applicable phase pursuant to Condition #5:

         a. Finding of no substantial risk to County. A minimum of one complete County staff review of the Civil Engineering Plan has been completed that results in a finding by the County Manager that the limits of Excavation, Sheeting and Shoring proposed on the plan will not interfere with, limit, damage, or pose a substantial risk of damage, to existing and proposed public infrastructure and adjacent public or private property.
b. **Maintenance of Traffic Plan.** Approval by the County Manager of a Maintenance of Traffic Plan for, at a minimum, the Excavation, Sheeting and Shoring phase of work; and

e. **Tieback Plan.** Approval by the County Manager of a tieback plan, or alternatively, submission of a statement from the Developer confirming that tiebacks will not be placed or extend into the public right of way during construction of the project.

3) **Approval of Plan (Footing to Grade Permit)** The Developer agrees to obtain approval of the Civil Engineering Plan and Maintenance of Traffic Plan by the County Manager prior to the issuance of the Footing to Grade Permit, for any phase of the project (approved pursuant to Condition #5). The Developer further agrees that the approved Civil Engineering Plan shall conform to this Site Plan approval, the approved Final Landscape Plan, and the sequence of construction, and shall be consistent with all site plan approval requirements and all County codes, standards and specifications, and policies.

B. **Infrastructure Improvements**

The Developer agrees to design and incorporate, at a minimum, the following elements in addition to other information required to be provided on the Civil Engineering Plan:

1) **Structure Free Zone**

   a. In order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the Civil Engineering Plan shall provide a structure-free zone under the public sidewalk along all street frontages.

      i. This zone shall be a minimum of five (5) feet in depth, as measured from the approved finished sidewalk elevation, and shall extend from the back of the final location of the street curb, to the far edge of the public sidewalk.

      ii. No subterranean structures (such as parking garages or storm water detention facilities) shall intrude into this five (5) foot deep zone, unless otherwise approved by the County Board and as shown on the Civil Engineering Plan.

      iii. Within the structure-free zone, underground utilities and/or utility vaults shall not be located in a manner that interferes with the appropriate spacing of street trees shown on the approved Final Landscape Plan nor shall utility lines be located beneath street trees.

      iv. Exceptions may be made for features that are installed for expansions of soil volume as shown on the Civil Engineering Plan as approved by the County Manager or his/her designee.
2) Water Mains and Services
   a. Water services and public water main improvements, as listed below.
      
      i. None
      
      Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

3) Sanitary Sewer
   a. Public sanitary sewer main improvements, as listed below.
      
      i. None
      
      Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

   b. The Developer agrees that the County may TV-Inspect the sanitary sewer lines serving, or along the frontages of the site and shall identify any improvements that are necessary to adequately provide sanitary sewer service to the development. The Developer shall repair or replace any sections or appurtenances of the sanitary sewer serving, or along the frontages of the development that are found to be deficient or as shown on the Civil Engineering Plan.

4) Storm Sewer
   a. Public storm sewer improvements and public storm water management facilities as listed below.
      
      i. The Developer agrees to construct facilities along the frontage as required as part of the Civil Engineering Plan review.
      
      Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

5) Electric Service and Appurtenances
   a. All new electric transformers, and all associated appurtenances shall be installed, in underground utility vaults.

6) Undergrounding of Aerial Utilities
a. Removal and/or undergrounding of all existing aerial utilities located within or along the periphery of the entire site plan to a distance of approximately five (5) feet beyond the site boundaries or the limits of disturbance/clearance, whichever is greater.

b. All utility improvements necessary to provide adequate utility services to the development, or utility work necessary to provide terminus facilities associated with the undergrounding of utility lines shall not result in the installation of any new or additional permanent utility poles, push braces, or aerial utility lines or devices.

7) Underground Utility Vaults
a. The location of all underground utility vaults, ventilation grates, and associated appurtenances, which shall meet the following standards:

i. Installation of all underground utility vaults shall be in conformance with the County design and construction standards and specifications, and all applicable construction standards and specifications of the owner of the utilities. Underground utility vaults for electric transformers and all associated appurtenances, shall meet both Dominion Virginia Power and County design and construction standards and specifications.

ii. Underground private utility vaults may not be placed, in whole or in part, within the County right-of-way or public easement unless the Developer obtains County Board approval of an encroachment ordinance or other County approval, as appropriate, permitting use of the County right-of-way or public easement for such purpose. Upon enactment of an ordinance or approval, the Developer agrees to comply with all the conditions of such ordinance and any other conditions prescribed in the site plan addressing vacations and encroachments, including, but not limited to, recordation of any deeds, plats, or ordinances, the payment of compensation, and required fees.

iii. The location and placement of underground utility vaults shall not conflict with the physical operation or placement of other existing or proposed public or private utility facilities.

iv. Underground utility vaults shall have a minimum horizontal clearance of five (5) feet to conduits, manholes, public water mains and public sanitary sewers, unless a lesser clearance is specifically approved by the County Manager.

v. Ventilation grates for underground utility vaults, or for garage air intake and exhaust vents, shall not be located within public sidewalks, streets, or within any portion of the County right-of-way or public easement area for
sidewalks or public streets, or within any areas that provide pedestrian access to any buildings, street, and public or private open spaces.

8) Streetscape
a. The final streetscape design shall include sidewalks, street trees, tree pits/grates, bicycle racks, and sidewalk pattern/design along with the final selection of materials and colors to be used, and the limits of the clear pedestrian zone of all public sidewalks and pedestrian access. Along with street lighting per subparagraph B.11 below, the final streetscape design shall include, but not be limited, to the following elements:

Wilson Boulevard:
- Minimum streetscape width measured from the back of curb: ranging from 20 feet at the western edge of the existing building to 35 feet at the eastern edge of the proposed building.
- Minimum clear sidewalk width: 10 feet
- Tree pit dimensions: Minimum 5 feet wide and 12 feet long, or as approved by the County Manager with the Final Landscape Plan.
- Tree spacing: 28-32 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects

Glebe Road:
- Minimum streetscape width measured from the back of curb: ranging from 5 feet at the northern edge of the existing building to 14 feet at the southern edge of the existing building.
- Minimum clear sidewalk width: 10 feet if there is a minimum of 10 feet streetscape width, otherwise, a minimum of 5 feet shall be provided.
- Tree pit dimensions: Minimum 5 feet wide and 12 feet long and distance from back of curb: minimum of eight (8) inches, or as approved by the County Manager with the Final Landscape Plan.
- Subject to VDOT approval

b. Public sidewalks designed in conformance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended and as required to be shown on the Final Landscape Plan per Condition #20.B.8.

c. The clear sidewalk along all street frontages of the site shall be in compliance with applicable streetscape guidelines or standards, and shall be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of
pedestrian traffic (clear sidewalk). However, pinch points may be permitted in conformance with the Master Transportation Plan and/or other applicable plans.

d. The location and planting details for street trees shall be in compliance with the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees on Site Plan Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board.

9) **Visitor Bicycle Parking**

Visitor bicycle parking spaces in the following amounts:

a. Office uses: one (1) visitor space for every 20,000 square feet, or portion thereof, of office floor area.

b. Residential uses: one (1) visitor space for every 50 residential units, or portion thereof.

c. Retail uses: two (2) visitor spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; and one (1) additional visitor space for every 12,500 square feet, or portion thereof, of additional retail floor area.

d. Hotel uses: one (1) visitor space for every 50 hotel room units, or portion thereof.

Visitor bicycle parking shall conform to Class III Arlington County bicycle parking standards in effect on the date of site plan approval, or as approved in the Civil Engineering Plan as substantially equal to, that shown in the standards. Such facilities shall be installed at exterior locations that are highly visible to, and within 50 feet of, the primary building entrances, unless there are physical obstructions that cannot be changed or moved to accommodate the bicycle parking within the 50 foot distance, in which case they shall be sited as close to the 50 foot distance as physically possible. Such facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress.

10) **Pavement, Curb and Gutter**

a. Pavement, curb and gutter along all site frontages, as listed below, and as shown on the approved Civil Engineering Plan.

i. Wilson Boulevard – street cross section of approximately 60 feet as shown on the civil engineering plan approved by the County Manager. The Developer agrees to construct ADA ramps on the south side of Wilson Boulevard.
Boulevard on the eastern and western side of the intersection with N. Stuart Street.

ii. Glebe Road – The Developer agrees to maintain the existing roadway width, approximately 99 feet, as shown on the civil engineering plan approved by the County Manager, unless VDOT approves the narrowing of Glebe Road. The Developer also agrees to remove the existing parking spaces and provide a consistent curb location subject to VDOT approval. If VDOT agrees to a narrower roadway, the sidewalk adjacent to the site may be widened accordingly.

b. Pavement, curb, and gutter, including all improvements for pedestrian and/or vehicular access or circulation along all frontages shall be designed and constructed in compliance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended.

11) Street Lighting
a. Arlington County standard street lights along all frontages of the site in accordance with the then current Arlington County Traffic Signal and Streetlighting Specifications and VDOT Traffic Engineering design manuals, as applicable. This shall include installation of a street lighting system including, but not limited to, poles, meters, service cabinets, conduit, junction boxes and power connection appurtenances along all frontages of the site, in locations as determined at the time of review of the Civil Engineering Plan.

b. Removal of all mastarm mounted streetlights (typically cobrahead lights mounted at 25' to 35' above grade) from all street frontages of the site. If the County decides that such streetlights are required to provide adequate lighting for street safety purposes at intersections or when the lights are part of a traffic signal mastarm system, they shall be called out on the Civil Engineering Plan.

12) Traffic Signal Equipment
a. Relocation of existing traffic signal poles, traffic signal cabinets, and any other existing traffic-related items and appurtenances in the public right-of-way along all frontages of the site, and installation of new traffic signal poles, traffic signal cabinets, and any other traffic-related items and appurtenances in the public right-of-way as listed below, in locations as determined by the County Manager at the time of the review of the Civil Engineering Plan:

i. The Developer agrees to relocate the existing pedestrian signal poles on the south side of Wilson Boulevard and any other improvements related to the existing traffic signal as determined during Civil Engineering Plan review.

13) Communication Conduit.
a. Four (4), 2-inch communication conduits (HDPE or equivalent County standard for communication conduits) and junction boxes along all site frontages, for the sole and exclusive use by Arlington County, unless the County Manager determines that less conduit is required.

C. Implementation Timing. The Developer agrees to implement the approved Civil Engineering Plan as follows.

1) (Shell and Core Certificate of Occupancy) The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, for each respective phase of construction, prior to the issuance of the Shell and Core Certificate of Occupancy for each respective phase of construction:

   a. Undergrounding of aerial utilities, including removal of all permanent and temporary poles, lines, and other devices.
   
   b. Public water main and appurtenances, including fire hydrants and fire department connections.
   
   c. Public sanitary sewer main and appurtenances.
   
   d. Public storm sewer improvements.
   
   e. Communications conduit.

2) (First Partial Certificate of Occupancy for Tenant Occupancy) The Developer agrees that the following public improvements shall be constructed or installed as shown and approved on the Civil Engineering Plan prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the respective phases of construction:

   a. Public street pavement, sidewalk, curb and gutter improvements.
   
   b. Fire Apparatus Access Roads (Fire Lanes)
   
   c. Street lighting elements including but not limited to: poles, meters, service cabinets and power connection appurtenances, and all conduit and junction boxes necessary for the lighting system.
   
   d. Traffic signal improvements and the relocation of existing traffic signal equipment.
   
   e. Stormwater management facilities.
   
   f. All other elements shown in the approved Civil Engineering Plan.
The Developer agrees to remove and replace, in accordance with the Arlington County Department of Environmental Services Construction Standards and Specifications Manual, any existing curb, gutter and sidewalk along the street frontages of this site which is in poor condition or damaged by the Developer, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy.

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #19.C.2) above, requiring construction or installation of public improvements, if the Zoning Administrator determines that: 1) the Developer is diligently pursuing the work; 2) timing of conditions as originally approved will unnecessarily impede progress of the project; 3) the installation of the public improvements during extreme weather conditions will not meet County Standards and Specifications; and 4) the Developer has provided reasonable assurances that the work will be completed in accordance with the Site Plan’s approved design.

D. As-Built Civil Engineering Plan (Master Certificate of Occupancy) The Developer agrees to submit to, and obtain approval from, the County Manager of an as-built Civil Engineering Plan for each phase of the site plan pursuant to Condition #5, certified by a professional engineer or surveyor registered in the state of Virginia, prior to issuance of the Master Certificate of Occupancy. The Developer agrees that the as-built Civil Engineering Plan shall show the sanitary sewers, storm sewers and storm water management facilities, water mains, street lights, traffic signalization, curb and gutter, sidewalks, street paving, pavement markings, and all appurtenant facilities related to these items. The as-built Civil Engineering Plan shall include a separate schematic drawing showing all storm sewer structures; all sanitary sewer structures; and water meters, valves, blow-offs, and hydrants. Each of these items shall be labeled with horizontal coordinates and with vertical rim elevations and inverts of incoming and outgoing pipes.

E. Maintenance of Public Infrastructure. The Developer agrees to maintain, repair and replace all sidewalks and street trees shown on the approved Civil Engineering Plan and approved Final Landscape Plan, which are installed within the public right-of-way or public easement for the life of the Site Plan.

20. Final Landscape Plan (Footing to Grade Excavation, Sheeting and Shoring) A. Submission and Approval (Footing to Grade Excavation Sheeting and Shoring) 1) Submission (Footing to Grade Excavation Sheeting and Shoring). The Developer agrees to submit to the Zoning Administrator a detailed Final Landscape Plan prior to issuance of the Footing to Grade Excavation Sheeting and Shoring Permit. The plan shall conform to, where applicable:
   a. The landscaping requirements contained herein;
   b. Rosslyn-Ballston Corridor Streetscape Standards;
   c. Sector Plans;
d. The landscaping, planting, and sidewalk and driveway construction specifications and standards;

e. Arlington County Landscape Standards, including the Standards for Planting and Preservation of Trees on Site Plan Projects;

f. Master Transportation Plan;

g. Other applicable streetscape guidelines or standards or urban design standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.

2) The Developer agrees that the Final Landscape Plan shall, at a minimum, contain the following information, in accordance with the checklist in the Arlington County Landscape Standards:

a. **Tree Replacement Plan and Calculations (Footing to Grade)**
   
   (1) In addition to saving identified trees, consistent with Condition #6 above, the Developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction. Such replacement shall be completed in accordance with the Arlington County Tree Replacement Guidelines. The Developer agrees to submit and obtain the review and approval of a Tree Replacement Plan, and Tree Replacement Calculations, as part of the Final Landscape Plan.

   (2) **Tree Canopy Fund (Land Disturbance Excavation, Sheeting and Shoring)**

   The Developer agrees that any replacement trees that cannot be accommodated on site shall be provided in a monetary amount to the Tree Canopy Fund prior to the issuance of the Excavation, Sheeting and Shoring Land Disturbance Permit. The Developer agrees to make a contribution to the County’s Tree Canopy Fund of at least $2,400.00 per tree, or a greater amount specified by the County Board, for every tree that cannot be planted on site. The contribution shall be required when tree planting requirements cannot be met on the property. The Developer agrees to deliver the payment to the Department of Parks and Recreation, and provide evidence of compliance with this condition, which shall be provided to the Zoning Administrator in the form of a letter at the time of payment.

b. Drawings from the Civil Engineering Plan showing the location of utilities, lighting, equipment, and other elements which may impact landscape elements on the site.

c. Exterior building security measures for office developments only, if applicable.

   (1) The Developer agrees to coordinate with County staff on the design of exterior office building security measures in order to limit or mitigate
any adverse impacts that these measures may have on the project's urban design (including street and retail base) and streetscape. All exterior office building security measures shown on and approved as part of the landscape plan shall also be shown on and approved as part of the façade elevation drawings, consistent with Condition #26.

(2) The Developer agrees that the design of exterior office building security measures shall not adversely impact the base of the office buildings, as shown in the drawings dated November 14, 2015 and October 5, 2015, and that have been designed to accommodate retail uses and provide interest and activate the streetscape.

d. A street tree plan and street tree survey, which shall show the location of street trees and that there are no conflicts between the street trees and utilities.

e. The location and depth of all existing and proposed utility meters, underground utility vaults and boxes, utility lines, transformers, and at-grade mechanical equipment.

f. The location of all existing, proposed and relocated traffic signal poles, traffic signal cabinets, and any other traffic-related items and equipment located on or in the public sidewalk contiguous to the site.

g. The location of all existing and proposed fire hydrants and standpipes, storm sewers and storm water management facilities, and sanitary sewers and appurtenances.

h. The location of all on-street parking spaces, bus stops, bicycle rack locations, bike share stations, and other facilities as identified during the review of the plans.

i. The location and dimensions of intake and exhaust garage ventilation grates and screening for ventilation grates, which shall meet the requirements of the conditions contained herein.

j. The location of all street light fixtures, poles, meters, service cabinets and power connection appurtenances along the frontages of the site.

k. The location, dimensions, materials, and pavement pattern for driveways and access drives, automobile drop-off areas, curb ramps, driveway aprons, service drives, crosswalks, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet.
1. The final streetscape design, including sidewalks, street trees, tree pits, bicycle racks, and sidewalk pattern/design and final selection of materials and colors to be used.

m. The limits of clear pedestrian zones of all public sidewalks and pedestrian access.

n. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including, but not limited to, dimensions, size, style(s), materials(s), finish(s), and manufacturer(s) of seating, bollards, trash receptacles, lighting, arbors, trellises, water features, and other landscape elements or structures.

o. The location and planting details for street trees.

p. The location, design and details of the retail visitor/customer bicycle spaces, pursuant to Condition #19 above.

q. The location of public art, pursuant to Condition #17 above.

r. The location of public use and access easement areas, including final landscape design and installations in these areas.

s. Further, the Developer agrees to submit a maintenance agreement which shall ensure that all plaza areas and other landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the Site Plan and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 14.2 of the Zoning Ordinance.

3) **Approval of Plan (Footing to Grade Permit).** The Developer agrees to obtain approval of the Final Landscape Plan by the County Manager, prior to issuance of the Footing to Grade Permit. The Developer further agrees that the approved Final Landscape Plan shall conform to the Civil Engineering Plan, and the sequence of construction, and shall be consistent with the conceptual Final Landscape Plan approved by the County Board as a part of the Site Plan approval, all site plan approval requirements, and all County codes, standards and specifications, and policies.

**B. Standards and Requirements.** The Developer agrees that the Final Landscape Plan shall, at a minimum, meet the following standards and requirements:
1) The plans shall be drawn to a horizontal scale of 1 inch = 25 feet on sheets 24 inches by 36 inches in size and a vertical size of 1 inch = 5 feet in size.

2) The plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia.

3) The Tree Replacement Plan, and associated Tree Replacement Calculations, shall be in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or a landscape architect certified to practice in the Commonwealth of Virginia. Any replacement trees shall conform to the standards and specifications set forth in subparagraph 11 below.

4) All existing and proposed traffic signal poles and traffic signal cabinets, and any other traffic-related items, on and around the perimeter of the site shall not obstruct pedestrian travel and shall not be located in the clear sidewalk, including, but not limited to, access areas to ADA ramps, crosswalks, building entrances, and interior walkways.

5) Transformers shall not be placed above grade in the setback area between the building and the street.

6) The Developer agrees that the location of intake and exhaust garage ventilation grates shall not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The Developer agrees that ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way.

7) All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager for conformity with adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the Final Landscape Plan.

8) The final sidewalk pattern/design and final selection of materials and colors shall comply with the requirements outlined below. To the extent that the County’s requirements and policies for sidewalk pattern/design and materials/colors change, subsequent to this Site Plan approval, the County Manager shall review, at the time of construction, for approval, the final treatment for compliance with the then current standards.

   a. The clear sidewalk along all street frontages of the site shall be in compliance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines or standards, and shall:
(1) Continue across all driveway aprons for loading and garage entrances along all frontages of the Site Plan, and not contain any barriers that would impede the flow of pedestrian traffic.

(2) Be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted only as specifically permitted in conformance with the Master Transportation Plan and/or other applicable plans.

(3) Be designed and installed in compliance with Department of Environmental Services Construction Standards and Specifications.

(4) Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval by the County Manager, and under the provisions of the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines or standards.

(5) Not contain joints or use patterns that create gaps of ¼-inch in depth or greater at a spacing of less than 30 inches.

(6) Any garage entrance adjacent to a sidewalk shall be designed and constructed so that the location of the garage doors are recessed a minimum distance of six (6) inches from the building wall’s surface.

b. The materials and colors of the sidewalk pattern/design to be used shall be in compliance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines, plans or standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.

c. The Developer agrees to design and construct all elements of the streetscape, including, but not limited to, public sidewalks and street trees within the public right-of-way or public easement as follows:

Wilson Boulevard:

- Minimum streetscape width measured from the back of curb: ranging from 20 feet at the western edge of the existing building to 35 feet at the eastern edge of the proposed building.
- Minimum clear sidewalk width: **10 feet**
• Tree pits/planting strip dimensions: Minimum 5 feet wide and 12 feet long, or as approved by the County Manager with the Final Landscape Plan.
• Tree size and type: minimum 3½ inches caliper, or as approved by the County Manager with the Final Landscape Plan.
• Tree spacing: 28-32 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects

Glebe Road:
• Minimum streetscape width measured from the back of curb: ranging from 5 feet at the northern edge of the existing building to 14 feet at the southern edge of the building.
• Minimum clear sidewalk width: 10 feet if there is a minimum of 10 feet of streetscape width, otherwise, a minimum clear sidewalk of 5 feet shall be provided.
• Tree pits/ dimensions: Minimum 5 feet wide and 12 feet long and distance from back of curb: minimum eight (8) inches, or as approved by the County Manager with the Final Landscape Plan.
• Tree size and type: minimum 3½ inches caliper, or as approved by the County Manager with the Final Landscape Plan.
• Tree spacing: 28-32 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of trees in site Plan projects
• Subject to VDOT approval.

9) The sidewalks shall contain street trees placed in either tree pits or planting strips, consistent with the Standards for Planting and Preservation of Trees in Site Plan Projects, and as specified above. The location, root enhancement, and planting details for street trees shall be in compliance with The Rosslyn-Ballston Corridor Streetscape Standards; Sector Plans; the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees in Site Plan Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board. Street trees shall not be placed within the vision clearance (corners), as defined in Section 3.2.6.A.4 of the Zoning Ordinance.

10) The plan shall provide a structure free zone per Condition #19.B.1.

11) Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:
a. Major deciduous trees (shade or canopy trees) other than street trees—a minimum caliper of 2-2 ½ inches.

b. Evergreen trees—a minimum height of 7 to 8 feet.

c. Ornamental deciduous trees—a minimum caliper of 2 to 2 ½ inches for single stem trees. Multi-stem trees shall not be less than 8 feet in height.

d. Shrubs—a minimum spread of 18 to 24 inches.

e. Groundcover—in 2 inch pots.

C. Installation and Maintenance of Landscape Plan Elements (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees to implement the approved sidewalk, landscaping and street tree improvements of the Final Landscape Plan as follows:

1) Installation (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees that all improvements shall be constructed and/or installed prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of any space above grade for the respective Phase of construction (as “Phase” is determined pursuant to the approved Phasing Plan required in Condition #5 above).

a. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of installation of all improvements based on the planting season, availability of plant materials, weather, or other construction-related issues, which may not permit installation of hardscape features, plant materials and/or street trees by the required timing.

b. The following standards for Installation apply:

(1) The Developer agrees to notify the DPR Urban Forester at least 72 hours in advance of the scheduled planting of any street trees in the public right-of-way and to be available at the time of planting to meet with staff of DPR to inspect the plant material, the tree pit and the technique of planting. Soil used in the tree pit must meet the specifications for street tree planting available from the DPR Urban Forester.

(2) All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.
(3) Exposed earth not to be sodded or seeded shall be well mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.

(4) Soil depth shall be a minimum of three (3) feet plus 12 inches, or a depth to accommodate other drainage material commonly used in the industry as reviewed and approved by the County Manager on the landscape plan, for trees and tall shrubs and a minimum of 18 inches two (2) feet for other shrubs. This requirement shall also apply to those trees and tall shrubs in raised planters. Soil depth for raised planters shall be measured from the bottom of the planter to the top of the planter wall. The walls of raised planters shall be no higher than seat-wall height (2 1/2 feet, maximum) above the adjacent finished grade.

(5) Finished grades shall not exceed a slope of three to one, unless otherwise shown on the approved plans.

(6) The Developer agrees to install approved lighting before the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, exclusive of the garage, for the applicable Phase of the project pursuant to the approved Phasing Plan required in Condition #5 above.

2) **Maintenance and Replacement (Life of Site Plan)** The Developer agrees to maintain the site in a clean and well-maintained condition and ensure that all plaza areas, and other landscaped areas located on private property, are kept in a clean and well-maintained condition for the life of the Site Plan in accordance with the Phasing Plan requirements outlined in Condition #5 and the maintenance agreement outlined in Condition #20.A.2.

The Developer also agrees to maintain and replace the street trees and sidewalks for the life of the Site Plan. All pruning of street trees must be performed in accordance with the last version of, or revision to, the ANSI A300 Pruning Standards. The Developer agrees to contact the Department of Parks and Recreation to arrange for a site meeting with an Urban Forester to review and approve the scope of work prior to performing any pruning of street trees. An International Society of Arboriculture (ISA) Certified Arborist must be on site during all pruning of street trees.

**D. Administrative Changes.** The County Manager may consider minor revisions to landscape plans based on changes in building, street and driveway locations and other details of design as necessitated by civil engineering and architecture plans as long as such changes are consistent with the intent of the Site Plan approval. The Developer agrees that any change to the approved landscape plan requires approval of a revised
landscape plan by the County Manager. The Final Landscape Plan shall govern construction and/or installations of elements and features shown thereon, except as amendments may be specifically approved by the County Manager.

21. **Utility Company Contacts (Footing to Grade Excavation, Sheeting and Shoring)**

In order to ensure the timely and efficient coordination of site utility installation, the Developer agrees to contact all utility companies and County agencies that provide utility services in Arlington County prior to the issuance of the Excavation, Sheeting and Shoring Footing to Grade Permit. By way of illustration and not limitation, these utility services include electric, telephone, cable television, telecommunications, gas, water, sewer, and storm sewer service, both existing providers and others that regularly provide these services in Arlington County (collectively “utility companies”). The Developer agrees to offer the utility companies access to public rights-of-way or easements that permit utilities, whether existing or will be dedicated by the development, so that the utility companies may install their utilities at the time the Developer will be disturbing or paving in the areas described above. The Developer further agrees to submit to the Zoning Administrator copies of letters from the Developer to the utility companies offering them access as stated above.

22. **FAA Documentation (Excavation, Sheeting and Shoring Permit)**

Intentionally Omitted.

23. **Recordation of Deeds of Public Easements and Deeds of Dedications (Footing to Grade Permit)**

A. The Developer agrees to convey real estate interests called for by this Site Plan approval to the County, for public street or public right-of-way purposes, in fee simple, free and clear of all liens and encumbrances. Real estate interests conveyed by the Developer to the County for Public Improvements or public uses, including, but not limited to, sidewalk, street trees, other streetscape planting, water mains, storm sewers, sanitary sewers, and other public utilities and facilities, which other Public Improvements are not located, or to be located, in the public street or public right-of-way, may be granted to the County by deed(s) of easement, provided, however that, in the deed(s) conveying such real estate interests to the County, all liens and encumbrances shall be subordinated to the easement rights of the County.

B. Unless otherwise specifically provided elsewhere in these Site Plan conditions, the Developer agrees that for each Phase of the project, pursuant to the approved Phasing Plan required in Condition #5 above, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, for the construction of any public street, public infrastructure, public utility, public facility or public improvement (jointly “Public Improvements”), to:

1) **Submission for Review (Footing to Grade Permit)** Submit for review by the County Manager all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil
Engineering Plan, prior to the issuance of the Footing to Grade Permit for such phase; and

2) **Approval and Recordation (First Partial Certificate of Occupancy)** Obtain approval and record such plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, among the land records of the Circuit Court of Arlington County prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the building(s) or any portion thereof for such phase.

24. **Secure Bicycle Parking Facilities (Footing to Grade Permit)**

   Intentionally Omitted.

25. **Interior Exercise/Health Facilities (Footing to Grade Permit)**

   Intentionally Omitted.

26. **Facade Treatment of Buildings (Footing to Grade)**

   A. The Developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be consistent, in terms of massing, materials, fenestration, rhythm and overall architectural vocabulary, with the intent of this Site Plan approval and the drawings identified in Condition #2 as presented to the County Board and made a part of the public record on the date of County Board approval of this Site Plan.

   B. **Submission of Facade Elevation Drawings and Material Samples (Footing to Grade)**

   The Developer agrees to submit to the Zoning Office, and obtain review and approval by the County Manager prior to the issuance of the Footing to Grade Permit, three (3) copies of colored elevations and one (1) copy of black and white architectural elevations at 24” x 36”, which label the materials and colors for each elevation of the building, including interior façade elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), and which identify any proposed change from the drawings identified in Condition #2, along with a written summary and explanation of the proposed changes, as well as one (1) sample material board at no larger than 24” x 36”. The County Manager will approve such drawings upon finding that they are consistent with the intent of this Site Plan approval.

   C. **Approval of Facade Elevation Drawings and Material Samples (Final Building Permit)**

   The Developer agrees to obtain the review and approval by the County Manager of the façade elevation drawings and material samples as being consistent with the intent of the County Board’s approval of the Site Plan, including any changes approved administratively or through site plan amendment, prior to the issuance of the Final Building Permit.
D. Mock-up of Approved Elevation (Final Building Permit – Before start of above grade façade construction) Following approval of the façade elevation drawings and material samples, and prior to start of construction of the façade of the building above grade construction, the Developer agrees to provide, on the construction site, a material samples mock-up of elements of an approved building elevation for the office project that includes the approved exterior building materials and colors. The material board shall meet the following criteria: (1) located on-site in a location that is visible from the adjacent public sidewalk; (2) be made of a material that is able to withstand the elements; and (3) shall remain in place until the façade is substantially complete. The mock-up is intended to verify compliance with the approved façade treatment and to inform contractors and citizens of the approved treatment, and therefore will be updated if changes are approved.

E. Inspection and Approval of Built Façade (Shell and Core Certificate of Occupancy) The Developer agrees to obtain approval of the County Manager of the built building façades as being consistent with the approved façade elevations and materials prior to the issuance of the Shell and Core Certificate of Occupancy.

F. Retail Storefront Facades.
   1) Minor adjustments to the approved façade for retail storefronts, as provided in subparagraphs C and D above, shall be submitted to and reviewed by the Zoning Administrator, who may administratively approve the change(s) upon finding that the change(s) meets the intent of the approved Site Plan and the following guidelines and characteristics:
      a. Creative design of storefront facades. Storefront facades may vary in color, texture, material, size, scale, and signs. Both the shell building and retail business storefronts shall be designed to maximize transparency into each store consistent with paragraph F.2 below.
      b. Special architectural treatment. Building materials are predominantly comprised of the following: natural stone (marble, limestone, granite, terrazzo), masonry (brick, arriscraft, stone, CMU), ceramic and quarry tile, precast concrete, metal panels, glass and glazing, and wood. Other materials of similar high quality may be used with approval of the County Manager.

   For the purposes of this subparagraph F.1), minor adjustments shall include only the following: (i) adjustment in the location of the access points and window or door placements for retail along the street frontage on the ground floor; and (ii) changes to the materials, provided that the proposed materials are in keeping with the general intent of the approved Site Plan design; and (iii) adjustments required due to adjustments of the elements of the retail space as described in Condition #39 below. All other changes to the approved retail will require a Site Plan amendment.
2) Any change to the façade which does not meet the above description of minor adjustment or any structural element that requires an encroachment into County right-of-way shall require a Site Plan amendment.

G. Standards for Façade Treatment of Buildings:
1) Mechanical Equipment. The Developer agrees that all mechanical equipment, regardless of location, shall be screened so that the mechanical equipment is not visible from all public right-of-ways or areas with public access easements within a 300’ radius of the equipment location. The screening shall have an opaque or opaque-like treatment. Screening for the penthouse mechanical equipment shall consist of a solid wall treatment. Any mechanical equipment, including equipment located on the ground or at roof top, and screening for the penthouse mechanical equipment, shall be shown on all elevation drawings. The Developer agrees to obtain the County Manager’s review and approval of the details of the screening treatment, including height, material and color, as meeting this standard, as part of the approval for the façade elevations and façade materials.

2) Window Transparency. The Developer agrees that all retail storefronts along public rights-of-way are required to have an overall minimum transparency of 50% as measured from floor to ceiling. In addition, the portion of the retail storefront that is located between three and eight feet from grade is required to be at least 80% transparent. The purpose of this condition is to allow pedestrians to view the activity within the retail establishment and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. “Transparency” shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment where human activity normally occurs and does not include views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like.

3) Architectural Illumination. The Developer agrees that the illumination, up-lighting, or the like, of any architecture, including buildings, structures, sites and facades, shall not be permitted unless specifically called out on the Site Plan and approved by the County Board. Any architectural illumination shown on the façade elevations that was not specifically shown on the Site Plan approved by the County Board shall require a Site Plan amendment.

27. Plat of Excavated Area (Footing to Grade Permit)
Intentionally Omitted.

28. Public Improvements Bond (Footing to Grade Permit)
A. Bond Estimate (Footing to Grade Permit) The Developer agrees to submit to the Department of Environmental Services (DES) a performance bond estimate for the construction or installation of all facilities (to include street trees and all landscape materials) that will be located within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities, upon approval of the Civil Engineering Plan for each Phase of the project, consistent with the approved
Phasing Plan pursuant to Condition #5 above, and prior to the issuance of the Footing to Grade permit for such Phase.

B. **Bond (Final Building Permit)** Upon approval of the performance bond estimate by DES, the Developer agrees to submit to DES a performance bond, in the approved amount of the estimate, and an agreement for the construction or installation of all facilities (to include street trees and all landscape materials) within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities; which bond shall be executed by the Developer in favor of the County before the issuance of the Final Building Permit.

C. **Repair/Replace Infrastructure (Release of Public Improvement Bond)** The Developer agrees to repair or replace existing or new infrastructure, at the direction of the County Manager, damaged during construction prior to release of the public improvement bond.

29. **Interior Trash Collection and Recycling Areas (Footing to Grade Permit)**
   The Developer agrees to maintain and utilize the existing interior trash collection and recycling areas, as-built at the time of approval of this site plan. If the developer modifies the trash collection and recycling areas, then the Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with the following condition prior to the issuance of the Footing to Grade Permit:
   
   A. The Developer agrees to provide and use interior space for the collection, storage, compaction, and removal of trash. The space shall not be outside the interior loading space and shall not conflict with the use of a loading berth.

   B. The Developer agrees to provide and use appropriate interior facilities for the recycling of reusable materials as defined by the County.

30. **Interior Loading Spaces (Footing to Grade Permit)**
   The Developer agrees to maintain the loading dock areas as-built and shown on the plans dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board on November 17, 2015. If the Developer modifies the loading dock areas, then they agree to meet the requirements as set forth below, prior to issuance of the Final Building Permit.

   A. The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements:

   1) Minimum 12-foot clear width, including entrances, and minimum 14-foot clear height, however, any loading dock to be used for trash removal shall have a minimum interior height clearance of 18 feet.

   2) At least one loading space shall have a minimum 40-foot clear length.
3) The loading area shall be kept clear at all times except for the temporary loading/unloading of vehicles.
4) All loading docks that are visible from the right-of-way shall contain closable doors.
5) Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week. Deliveries outside of these hours may be approved by the Zoning Administrator upon submission and review of an Administrative Change request with good cause shown through a statement of justification, finding that there would be no adverse impacts on tenants of the residential building, and demonstration that notification of hours has been provided to the tenants of the buildings within the project area.
6) The loading dock door shall be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

31. **Emergency Vehicle Access/Support on Surface Parking and Plaza Areas (Footing to Grade Permit)**
   Intentionally Omitted.

32. **Parking (Footing to Grade Permit)**
   A. **Site Plan Requirements**
   1) **Site Plan Parking Requirements**
      a. The Developer agrees to maintain the current parking arrangement in effect at the time of approval of this site plan, to provide parking for the office use within the adjacent Ballston Parking Garage. Should there be a change to the parking arrangement such that parking is no longer able to be provided for the office use within the adjacent Ballston Parking Garage, the Developer shall submit a letter to the County Manager requesting to modify parking. Such letter shall include but not be limited to information detailing how and where parking will be provided for further review and analysis. If the Zoning Administrator finds that such modified parking arrangement is at least consistent with or commensurate to parking arrangements in effect at the time of site plan approval, then the Zoning Administrator shall approve the change. If the Zoning Administrator finds that the modified parking arrangement is deficient or substandard to the current arrangement, then a site plan amendment shall be required, that, unless specifically identified in this condition, parking shall be provided consistent with Section 14.3 of the Zoning Ordinance. The Developer agrees to submit to, and obtain review and approval from the Zoning Administrator, of drawings showing all parking spaces and drive aisles comply with the requirements of 14.3 of the Zoning Ordinance prior to the issuance of the Footing to Grade Permit.
   b. The Developer agrees that the required minimum number of parking spaces for the project, “Required Spaces”, equals the sum of the project/building’s
uses times the parking ratio for each use type. The approved parking ratios, by use type, are presented below.

<table>
<thead>
<tr>
<th>Use Type</th>
<th>Approved Parking Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>___ spaces per unit (to include residents, residential visitors, accessible spaces &amp; residential building employees)</td>
</tr>
<tr>
<td>Office</td>
<td>1 space per ____ square feet of GFA (to include office employees, office visitors, building management employees, and accessible spaces)</td>
</tr>
<tr>
<td>Commercial/Retail</td>
<td>1 space per ____ square feet of GFA, after approved exclusion for proximity to Metro Station (to include retail customers, retail employees, and accessible spaces)</td>
</tr>
<tr>
<td>Hotel</td>
<td>___ spaces per guest room (to include hotel employees, guests, visitors, and accessible spaces)</td>
</tr>
<tr>
<td>Other</td>
<td>...........................................................................................................................</td>
</tr>
</tbody>
</table>

c. The Developer agrees that the number of compact spaces counted toward the total number of “Required Spaces”, exclusive of those spaces required for retail, shall not exceed 15% of the total number of “Required Spaces”. “Required Spaces” for retail and guest or visitor parking shall not be compact. Spaces provided in excess of the “Required Spaces” total may be either standard or compact spaces.

d. The Developer may use spaces not designated as retail or visitor for carshare, which shall count toward the required parking ratio for the applicable use.

e. The Developer agrees that the “Required Spaces” shall not be converted to storage or other non-parking use without approval of a Site Plan amendment. Parking spaces constructed in excess of the “Required Spaces” may be converted from automobile parking to parking for other modes of transportation (i.e., motorcycles, scooters, bicycles, etc.) at the discretion of the Developer.

**B. Operation and Management-Related Requirements**

1) Residential Parking

   a. The Developer agrees that for projects that include rental residential units, the rental agreement shall not require rental of a parking space and the cost of parking shall be shown in such agreement separately from the cost of renting the residential unit.
b. For both rental and condominium buildings, the Developer agrees that the use of the residential parking spaces shall be limited to parking use by the residents of the building and their guests.

e. The Developer agrees to inform all potential tenants and/or purchasers of the County’s Residential Permit Parking policy.

2) Shared Parking
   a. The Developer agrees to designate and make available a minimum of ____ short-term (two hours maximum) parking spaces on the ______ level of the parking garage for use by customers of the retail establishments or visitors to office establishments during the hours of operation of the retail or office establishments. The designated short-term parking spaces shall be shown on, and approved as a part of, the Preliminary Garage Plan. Short-term parking spaces shall not be reserved for specific businesses.

   b. The Developer agrees that in office buildings no more than 20% of the total parking supply shall be reserved for individual persons.

   c. In addition, for projects with office space the Developer agrees to make at a minimum ____ (describe number and location of spaces) in the garage available to the public for parking after standard office hours (weekday evenings after 6:00 p.m., weekends, and all legal holidays) until 12:00 midnight or until thirty minutes after the close of business of retail operations, whichever is later.

   d. The Developer also agrees to make ____ office spaces available to the general public for overnight parking.

3) External Signs
   a. The Developer agrees to install “P” parking sign(s) per County standards on the outside of the building in those cases where parking is available for retail or the general public. The “P” sign(s) shall be visible from every vehicular approach as appropriate except where building design obstructs their visibility.

   b. In cases where parking is available to the public, the Developer agrees to install rate and hour signs on the interior entrance wall of the garage, visible from the street.

4) Garage and Parking Management Plans (Footing to Grade Permit)
   a. Garage Plan (Footing to Grade Permit)
      The Developer agrees to submit to, and obtain approval from, the County Manager of a Garage Plan prior to the issuance of the Footing to Grade Permit. The Garage Plan shall show where parking for the different user groups, including, when applicable, residents, visitors, employees, retail
patrons, and the general public, including overnight public parking, will be located. The Garage Plan shall incorporate all elements for such plan listed in the Department of Environmental Services Parking Plan Review Minimum Acceptance Criteria dated July 2, 2013 or subsequent version.

b. **Parking Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy)** The Developer agrees to submit to, and obtain approval from the County Manager of a Parking Management Plan prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy. The Parking Management Plan shall follow the General Guidelines for the Preparation and Submission of Parking Management Plans dated February 27, 2013 or subsequent version, and shall incorporate all elements for such plan listed in the Department of Environmental Services Parking Plan Review Minimum Acceptance Criteria dated July 2, 2013 or subsequent version. The Zoning Administrator may approve a parking count of 98% or more of the required number of spaces, if causes beyond the control of the Developer makes compliance impractical. The Parking Management Plan shall also include the Bicycle Parking Facility Plan described in Condition #24.

c. **Implementation.** The Developer agrees to implement the approved Parking Management Plan for the life of the Site Plan. The Developer agrees to obtain the prior review and approval of any amendments to the approved Parking Management Plan by the County Manager.

33. **Documentation of Historical Artifacts, Features and Buildings (Footing to Grade Permit)**
   Intentionally Omitted.

34. **Underground Utility Fund Contribution (Final Building Permit)**
   Intentionally Omitted.

35. **Wall Check Survey (Final Building Permit)**
   Intentionally Omitted.

36. **Use of Penthouse (Final Building Permit)**
   The Developer agrees that requirements of this condition shall be incorporated in project drawings prior to the issuance of the Final Building Permit. The use of any penthouse shall be limited to mechanical equipment and equipment maintenance space and/or telecommunication transmitter and/or receiver equipment as required in Condition #39 below, unless otherwise approved as part of this Site Plan with such uses subject to approval of Inspections Services Division where applicable.

37. **Review by Crime Prevention Through Environmental Design (CPTED) Practitioner (Final Building Permit).**
   The Developer agrees to submit to the Operations Division of the Arlington County Police Department the approved post-4.1 drawings, which shall be reviewed by the Crime
Prevention Through Environmental Design (CPTED) practitioner in the Police Department of CPTED design elements prior to the issuance of the Final Building Permit. The CPTED practitioner will review the post-4.1 drawings and provide comments on such plans for the purpose of ensuring that its design elements do not create a substantial risk of criminal activity at the location of the site plan.

38. **County Public Safety / Emergency Communications Systems (Final Building Permit)**

   A. **Telecommunications Transmitter/Receiver Equipment & Conducting Wire.** In order to maintain the effectiveness of the County's public safety systems, the Developer hereby agrees to grant to the County in perpetuity the right to install telecommunications transmitter and/or receiver equipment and conducting wire in or on the penthouse or top floor, and antennae and traffic monitoring systems on the roof of the proposed buildings in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both upon request by the County. The Developer agrees to provide, upon request by the County, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. The Developer is not required to pay for design and installation costs for such equipment. Any radio transmitter or receiver equipment and antenna to be installed or used by others must not interfere with the emergency communication system of the County.

   B. **Tie-ins from County Outdoor Emergency Warning System.** To enhance the reach of the County's public emergency communications system of systems, the Developer agrees to grant to the County in perpetuity the right to install tie-ins from the County's outdoor emergency warning system to the interior building fire/emergency warning enunciator systems using either land lines or emergency relay transceivers in or on the penthouse or top floor, antennae systems and along with hazardous material detection sensors on the roof of the proposed building(s) in a location and design that is acceptable to the County and the Developer based on a reasonable exercise of judgment by both upon request by the County. The Developer agrees to provide, upon request by the County, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. Any radio transmitter or receiver equipment and antenna to be installed or used by others must not interfere with the emergency communication system of the County.

   C. **Internal Antenna/Amplifier System.** The Developer agrees to install and maintain in operable condition, in a manner acceptable to the County Manager, an internal antenna/amplifier system that permits public safety radio communications to transmit in the 806-825 MHz frequency and to receive in the 851-870 MHz frequency, or other range of transmitting and/or receiving frequencies deemed appropriate by the County Manager to meet current County requirements, from all areas within the building. The Developer agrees to provide documentation in the approved electrical engineering drawings that adequate accommodations have been made in the building to meet this requirement.
Developer Installation of In-Building First Responder Network (Final Building Permit)
In order to maintain the effectiveness of the County's public safety systems, the Developer/applicant hereby agrees to design, construct, install, and maintain in an operable condition, an over-the-air radio in-building emergency responder communication and distribution system that will include, as defined in Attachment A:

a. a donor antenna in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both;
b. single mode fiber optic backbone;
c. conditioned and secured-access space with dedicated backup power to locate fiber distribution equipment;
d. secured head-end equipment to support bi-directional radio transmissions over the air and via internet protocol fiber optic link;
e. related hardware in a number and configuration that is appropriate for radio transmission in frequencies established by the County;
f. dedicated communications conduits from property line to the head-end equipment room;
g. alarm reporting to the County’s designated recipient.

The Developer agrees to submit to the County Manager for his/her review and approval, engineering drawings indicating that adequate accommodations have been made in the building to meet this requirement prior to issuance of the Final Building Permit. The County Manager will approve the drawings if she finds that the drawings meet the standards of this site plan condition.

In addition, the Developer agrees to submit to and obtain the County Manager’s review and approval of, reports verifying that the level of radio communications coverage in the building is sufficient to permit emergency responder communication throughout the building, according to the testing procedure outlined in Attachment A. The Developer agrees to submit and obtain review and approval of these reports at the following times:

a) prior to the issuance of the first certificate of occupancy for any space in the building;
b) every one year after the date of issuance of the first certificate of occupancy for any space in the building. The County Manager may waive this condition in the future if he/she determines that the level of radio communications coverage within the building can be monitored and verified to be at an acceptable level by the County through the County’s ConnectArlington fiber optic network or other mutually acceptable means. In addition, the County Manager may waive coverage requirements in secure areas as well as in cases where State and County requirements overlap.

39. Retail Elements (Final Building Permit)
Intentionally Omitted.

40. Safety Measures at Garage Exit Ramps (Final Building Permit)
41. **Public Use and Access Easements (First Partial Certificate of Occupancy)**
   Intentionally Omitted.

42. **Transportation Management Plan (Shell and Core Certificate of Occupancy)**
   The Developer agrees to submit to, and obtain review and approval from the County Manager of, a Transportation Management Plan (TMP) prior to the issuance of the Shell and Core Certificate of Occupancy for each respective building or phase of construction per Condition #5. Such approval shall be given if the County Manager finds that the TMP for each building includes a schedule and description of implementation and continued operation, throughout the life of the Site Plan, of all elements outlined below under subsections A (Participation and Funding), B (Facilities and Improvements), C (Carpool, Vanpool, and Carshare Parking), D (Promotions, Services, and Policies), and E (Performance and Monitoring).

   The Developer agrees to ensure consistency between this TMP and the Parking Management Plan, to the extent TMP provisions are applicable to the operation and management of parking facilities.

   Unless otherwise specified, the Developer agrees that all individual elements of this TMP shall be operational prior to issuance of the Shell and Core Certificate of Occupancy.

   All dollar denominated rates shall be adjusted for inflation by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator from the date of Site Plan approval.

   **A. Maintain Participation and Funding**

   1) Establish and maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of the property owner.

   2) Designate a member of building management as Property Transportation Coordinator (PTC) to be a primary point of contact with the county and undertake the responsibility for coordinating and completing all Transportation Management Plan (TMP) obligations. The applicant and/or building management shall provide, and keep current, the name and contact information of the PTC to Arlington County Commuter Services (ACCS) or successor. The PTC shall be trained, to the satisfaction of ACCS, to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.

   3) Contribute annually to ACCS, or successor, to sustain direct and indirect on-site and off-site services in support of TMP activities. Annual contribution shall be calculated based on a rate $0.06 per square foot of GFA for commercial (office, retail, hotel) use and $0.035 per square foot of GFA for residential use, escalated...
by CPI from the year 2008, per year for 30 years. Payment on this commitment shall begin as a condition of issuance of the Shell and Core Certificate of Occupancy for each respective building or phase of construction. Subsequent payments shall be made annually.

B. Facilities and Improvements

1) Provide in the lobby or lobbies, an information display(s), the number/content/design/location of which will be approved by ACCS, to provide transportation-related information to residents and visitors. The PTC shall keep display(s) stocked with approved materials at all times.

2) Maintain bus stops and shelters within 50 feet of the property and contiguous to the property free of snow, ice, trash, and debris. Maintain a six (6) foot wide path, or the full width of the sidewalk (if less than six (6) feet), clear of snow and ice, from these bus stops to the main entrance of the building(s). This requirement only applies to property owned or controlled by the Developer or the County.

3) Provide an ADA-compliant hotel van (with lift) to provide shuttle service to and from designated Metro station(s) for employees and guests. The van shall be staffed by a full-time employee, with a dedicated van-accessible parking space provided on the ground level of the mixed-use parking garage. The van shall be parked in this space when not in service. A communication device shall be provided with the hotel for on-call service (hotel only).

4) Provide a Bicycle Facilities Management Plan. This plan shall include:

   (1) A description of how access will be provided and how building occupants will be notified periodically of the facilities.

   (2) Identification of party(s) (person, agency, organization) responsible for managing the bicycle storage facilities and access to showers and lockers.

   (3) A description of how the bicycle storage facilities, including access to showers and locker, will be managed and operated, including:

      (a) Hours of operation or availability to users. Showers and lockers for office/hotel/retail uses shall be available to employees during all hours in which employees may access the building. Bicycle commuters shall be permitted to use the lockers for storage 24 hours per day, 7 days per week, to facilitate bicycle commuting.

      (b) Management of registration and access of persons and bicycles to use the facilities.

      (c) Management of locker assignments, and re-assignments, to bicycle commuters.

      (d) Methods to notify building occupants of the amenities, and the frequency of the notifications.
C. Carpool, Vanpool, and Carshare Parking

1) Carpools and Vanpools (for non-residential uses only)
   Operate a carpool/vanpool program with required elements including, at minimum:
   
   a. Provide reserved, signed, spaces for carpools and vanpools conveniently located with respect to main entrances/elevators serving the building.
   
   b. Provide two-person carpools with a parking subsidy equal to one-third the single-occupant vehicle monthly rate.
   
   c. Provide three-person (or more) carpools with a parking subsidy equal to two-thirds the single-occupant vehicle monthly rate.
   
   d. Provide registered vanpools with free parking.
   
   e. Investigate providing reserved, signed, spaces for carpools and vanpools conveniently located with respect to main entrances/elevators serving the building in the adjacent existing parking garage.

2) Carshare (for all uses)
   Encourage the use of carsharing programs. Options for encouraging carsharing include provision of carsharing services in the building garage, provision of carsharing membership subsidies, and promotion efforts that explain how these services work, where they are found, and their benefits.

D. Promotions, Services, and Policies

1) Prepare, reproduce and distribute a hard copy welcome package consisting of informational materials provided by Arlington County, which includes site-specific ridesharing and transit-related information, to each new residential lessee or purchaser, and office, retail, hotel, property management, or maintenance employee, who moves into or begins employment in the building, from initial occupancy through the life of the site plan.

2) Provide one time, per person, to each new residential lessee or purchaser, and each new office, retail, hotel, property management, or maintenance employee, directly employed or contracted, who moves into or begins employment in the building throughout initial occupancy, the choice of one of the following:
   
   a. $65.00 Metro fare on a SmarTrip card or successor fare medium
   b. A one year bikeshare membership
   c. A one year carshare membership
Purchase 50% of the anticipated need for such SmarTrip cards or successor fare medium and Metro fare prior to the First Partial Certificate of Occupancy for Tenant Occupancy and maintain stock on hand thereafter.

3) Provide, administer, or cause the provision of a sustainable commute benefit program for each on-site property management, maintenance, and hotel employee, which program shall include, at a minimum, pre-tax employee contributions and/or tax-free transit or vanpool monthly contributions.

4) Provide, under a “transportation information” heading on the Developer and property manager’s websites regarding this development:

   a. Website hotlinks to the most appropriate Arlington County Commuter Services web page(s). Obtain confirmation of most appropriate link from ACCS.
   b. A description of key transportation benefits and services provided at the building, pursuant to the TMP.

5) Reference the nearest Metro Station, bus routes, and other transportation services in all promotional materials and advertisements.

6) Assist Arlington County in transit, clean air, and traffic mitigation program promotion by distributing information upon request, up to four times per year, to all residents, tenants, employees, and visitors and posting notice of such promotions in prominent locations within the building(s).

E. Performance and Monitoring

1) Upon approval of the TMP by the County, the Developer agrees to implement all elements of the plan with assistance when appropriate by agencies of the County.

2) The Developer agrees to reimburse the County the full cost up to a maximum of $__________ ($7,000 per land use type) for, and participate in, a transportation and parking performance monitoring study at two years, five years, and each subsequent five years (at the County’s option), after issuance of the Shell and Core Certificate of Occupancy, for the life of the site plan. The study may include:

   i. building occupancy rates,
   ii. average vehicle occupancy,
   iii. average garage occupancy for various day of the week and times of day,
   iv. daily vehicle trips to and from the site,
   v. parking availability by time of day,
   vi. average duration of stay for short term parkers on various days of the week and times of day,
   vii. pedestrian traffic,
   viii. a seven-day count of site-generated vehicle traffic,
   ix. a voluntary mode split survey,
x. Hourly, monthly, and special event parking rates.
The building owner and/or operator shall notify, assist, and encourage building occupants and visitors on site to participate in mode-split surveys which may be of an on-line or email variety. The County may conduct the study or ask the owner to conduct the study. As part of the study, a report shall be produced as specified by the County.

3) During the first year of startup of the TMP and on an annual basis thereafter, the Developer shall submit an annual report, which may be of an on-line, or email variety, to the County Manager, describing completely and correctly, the TDM related activities of the site and changes in commercial tenants during each year.

43. Affordable Housing Contribution (Shell and Core Certificate of Occupancy)
   Intentionally Omitted.

44. Availability of Site Plan Conditions to Residential Condos, Cooperatives and Homeowners Associations (Shell and Core Certificate of Occupancy)
   Intentionally Omitted.

45. Authorization for Police to Enter Residential Parking Areas (First Partial Certificate of Occupancy for Tenant Occupancy)
   Intentionally Omitted.

46. Obtain Master Certificate of Occupancy (Within 6 months of Receipt of the Certificate of Occupancy that permits full occupancy)
The Developer agrees to obtain a Master Certificate of Occupancy within six (6) months of receipt of the Certificate of Occupancy that permits full occupancy. The Developer may request in writing to extend the timeframe for obtaining the Master Certificate of Occupancy. The request shall outline the reasons for the extension and shall be submitted to the Zoning Administrator for review and approval at least one (1) month prior to the end of the six-month time frame. The Zoning Administrator may approve such extension upon finding that the Developer is diligently and in good faith pursuing completion of the project, and will apply for and meet all requirements of a Master Certificate of Occupancy within a reasonable amount of time.

47. Building Height Certification (Master Certificate of Occupancy)
   Intentionally Omitted.

48. Structural Modifications (Life of Site Plan)
   A. The Developer agrees that any structural modification or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager determines that any proposed changes to the facades or materials have a significant impact on the Site Plan, or otherwise meet Zoning Ordinance requirements for Site Plan amendments that require approval by the County Board, a Site Plan amendment shall be required.
B. The Developer agrees that no balconies, other than those identified in the approved Site Plan, shall be enclosed. Enclosure of any additional balconies shall constitute additional gross floor area and shall require a Site Plan amendment.

49. Building Security Measures (Life of Site Plan)
The Developer agrees that the design of exterior office building security measures shall not result in the removal or reduction in the number of on-street parking spaces around the perimeter of a site, whether at the request of the Developer or a tenant or otherwise. The Developer agrees to notify each prospective tenant of the office building, prior to execution of any lease with a tenant, of the above for the life of the site plan.

50. Snow Removal (Life of Site Plan)
The Developer agrees to remove snow or ice from all interior streets, sidewalks, and ramps, and from required Fire Apparatus Access Roads (fire lanes) for the purpose of providing safe vehicular and pedestrian access throughout the site. Snow or ice fall less than six (6) inches shall be removed within twenty-four (24) hours, and six (6) inches and greater shall be removed within thirty-six (36) hours of the cessation of such snow fall or freezing. (Snowfall as measured by the National Oceanic and Atmospheric Administration at National Airport).

51. Maintenance of Residential Common Areas (Life of Site Plan)
Intentionally Omitted.

52. Retention of Approved Parking Ratio over Subdivided Site (Life of Site Plan)
The Developer agrees to provide parking for each building according to the approved parking ratio; when parking is not located within the parcel designation of each building but located within the overall project, it shall continue to be committed to the entire project for purposes of administering the Zoning Ordinance.

53. Retention of Approved Density over Subdivided Site (Life of Site Plan)
Pursuant to the Site Plan, the total density allocated for any new construction on any subdivided parcels of the Site Plan shall not exceed the total approved density for the entire Site Plan. No additional density shall be allowed on any individual parcel formed by subdivision of the site.

54. Refuse Delivery to County Disposal Facility (Life of Site Plan)
The Developer agrees to deliver all refuse, as defined by the Arlington County Code, to an operating refuse disposal facility designated by the County Manager. Any facility designated by the County Manager will have competitive rates at or below other facilities in the region otherwise available to the Developer. The Developer agrees that if it intends to deliver its refuse from this project to a facility other than the disposal facility designated by the County Manager, then the Developer shall submit that decision in writing to the DES Solid Waste Bureau along with a comprehensive cost analysis justifying the Developer’s decision. The Developer further agrees to stipulate in any future lease or property sale agreements and deeds that all tenants or property owners shall also comply with this requirement for the life of the Site Plan.
55. **Power Door Openers (Life of Site Plan)**
The developer agrees to install power door openers for the main pedestrian entrances to the office building. These items shall be installed and functional prior to issuance of any certificate of occupancy for tenancy of the building.

56. **Construction Related Timing Modifications (Life of Site Plan)**
The Developer agrees that the County Manager, or his/her designee may, in his/her discretion, authorize revisions to the timing of the issuance of certain construction-related building permits subject to the approval of an Administrative Change application pursuant to the following:

A. The Developer demonstrates that the Request will not delay the time for delivery of required public improvements, and other conditions and commitments required by this site plan approval, including but not limited to: a) publicly maintained utilities, road, street, and/or other transit-related items and public open space (the “Public Improvements”); and b) any other contributions or commitments required in return for approval of bonus density and/or building height (the “Bonus Density Contributions”).

B. The Developer agrees that any Request which would alter the timing of construction-related permits must not conflict with the requirements in any other approvals related to the implementation of this site plan, including but not limited to ordinances of vacations and encroachments.

C. The Developer agrees that any Request must detail: a) how the timing of permits would be revised; and b) a revised schedule for providing all related Public Improvements and Bonus Density Contributions pursuant to the Request, if approved.

Upon approval of such Administrative Change application, the revised conditions relating to the timing of permits shall become part of these conditions.

57. **Fulfillment of Conditions by Others (Life of Site Plan)**
Improvements and requirements set forth in these conditions shall be the responsibility of the Developer. If however, terms as set forth in these conditions are pursued with the completion of adjacent development by others, the Developer shall submit to the Zoning Administrator in a form and substance that he/she finds satisfactory, documentation that the condition requirement has been completed.
Attachment A
In-Building First Responder Network Definitions and Testing Protocol

Definitions
As used in the standard site plan condition entitled “Developer Installation of In-Building First Responder Network”, unless the context requires a different meaning:

“alarm reporting” means an SNMP (Simple Network Management Protocol)-based monitoring system that sends notifications of faults or diminished performance.

“dedicated communications conduit” means conduit assigned to contain only the fiber optic cable used for public safety communications;

“dedicated backup power” means a secondary source of power, whether from battery or emergency generator, supplying automatically when the primary power source is lost, continuously operational for no less than 12 hours and, if from a battery, charging itself automatically in the presence of an external power input and contained in a NEMA 4 enclosure;

“donor antenna” means a bi-directional antenna mounted to the roof of a building interconnected to optical signal conversion and distribution equipment;

“fiber distribution equipment” means one or more modules capable of converting optical signals into radio frequency signals for distribution to all interconnected omni-directional antennas;

“head-end equipment” means one or more modules capable of receiving radio frequency signals from a donor antenna, amplifying the radio frequency signals, and converting the radio frequency signals into optical signals for distribution via fiber optic cable to all fiber distribution units throughout the building and are contained in a NEMA 4 enclosure;

Testing Protocol
When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system “the system” tested to ensure that two-way coverage on each floor of the building reveals a minimum signal strength of -95 dBm in 95 percent of the building’s area. In addition, the quality of radio signal should be no less than Delivered Audio Quality (DAQ) 3.4 as defined by the Telecommunications Industry Association (TIA). The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal areas.

2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the County.

3. The test shall be considered failed if more than two nonadjacent grid areas do not meet the signal strength requirements.
4. In the event that three nonadjacent areas fail the test, in order to be more statistically accurate, the floor shall be divided into 40 equal areas. The test shall be considered failed if more than four nonadjacent grid areas do not meet the signal strength requirements. If the system fails the 40-area test, the system shall be modified to meet the 95 percent coverage requirement.

5. A test location approximately in the center of each grid area shall be selected for the test. The radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency’s radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail. Prospecting for a better location within the grid area shall not be allowed.

6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file within the building so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the developer shall be required to rerun the acceptance test to reestablish the gain values.

7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure false oscillations are not being generated by the subject signal booster.

8. The antennas, cable, and other passive components of the system shall be rated to operate at least between 400MHz and 5.0 GHz.

The minimum qualifications of the system designer, tester and lead installation personnel shall include:

1. A valid FCC-issued General Radio Operators License; and

2. Certification of in-building system training issued by a nationally recognized organization or school or a certificate issued by the manufacturer of the equipment being installed.

Personnel may be exempt from these requirements upon successful demonstration of adequate skills and experience satisfactory to the County Manager or designee.
ARLINGTON COUNTY, VIRGINIA
SITE PLAN AMENDMENT ORDINANCE (Mall Project)

WHEREAS, the existing development on the site is both identified in plans and policies as, and was initially built and designed to function as the commercial core of the surrounding neighborhood around which other commercial and residential development is planned;

WHEREAS, the existing commercial development was and continues to be recognized as the foundation for development in the Ballston area and is essential to its long term sustainability;

WHEREAS, the existing regional shopping center no longer viably functions as envisioned in area plans and policies, as a catalyst for development and redevelopment, and is in a precipitous and inevitable state of decline, as evidenced by long-term decrease in service-commercial sales tax revenue and vacancy rates despite long-term efforts by the property owner to maintain its vitality;

WHEREAS, continued decline or loss of the regional shopping center would invariably lead to a reduction or entire cessation of investment in, and resulting decline in, the surrounding commercial and residential area;

WHEREAS, maintaining the vitality of the mall was and remains a core element of the Ballston Sector Plan, Rosslyn to Ballston Retail Action Plan as updated by the Arlington County Retail Plan;

WHEREAS, improvements to the regional shopping center are fundamental to the realization of the County’s land use and planning goals for continued development in Ballston;

WHEREAS, an application for a Site Plan Amendment dated June 18, 2014, for Site Plan #193, was filed with the Office of the Zoning Administrator; and
WHEREAS, the Planning Commission held a duly advertised public hearing on that Site Plan on November 4, 2015 and recommended that the County Board approve it, subject to numerous conditions and has provided a letter dated November 10, 2015; and

WHEREAS, as indicated in Staff Report[s] prepared for the November 14, 2015, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to all previous conditions applicable to the building at 4238 Wilson Boulevard and 671 N. Glebe Road only, as revised and set forth below and in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on November 14, 2015, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan:

- Includes substantial improvements to the mall, an associated office building and proposed residential building that will further stimulate revitalization and successful development in Ballston;
- Incorporates an urban design and form that activates the street within and around the subject property with pedestrian activity, transparency and streetscapes consistent with the Master Transportation Plan and other plans for the area;
- Contributes to place-making for the Metro station area and surrounding neighborhood;
• Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
  o **Other Modifications necessary to achieve the proposed development plan.**

• Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and

• Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally approved on May 18, 1982, pursuant to an application for Site Plan #193, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition 2 below (which drawings, etc… are hereafter collectively referred to as “Revised Site Plan Application”), for a Site Plan Amendment to permit modification to the facade, streetscape, landscape and the addition of approximately 11,854 square feet of retail GFA with modification of use regulations necessary to achieve the proposed development for the parcel of real property known as RPC# 14-059-035 and 4238 Wilson Boulevard and RPC# 14-059-036 and 671 N. Glebe Road, approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on May 18, 1982, as shown in the records of the Office of Zoning administration, and as amended from time to time and as amended by the Revised Site Plan Application, subject to all previously-approved conditions (#1 through #37 as approved in 1982 and subsequent generally-applicable conditions), superseded by new Conditions #1-66 applicable only to the property at 4238 Wilson Boulevard and 671 N. Glebe Road.
The applicant is providing the features, design elements, uses, services or amenities called for in these conditions in return for approval to use a building and property that has density and other benefits not permitted by right in the district as follows:

Note: Where a particular County office is specified in these conditions, the specified office includes any functional successor to that office. Where the County Manager is specified in these conditions, “County Manager” includes the County Manager or his/her designee. As used in these conditions, the term “Developer” shall mean the owner, the applicant, and all successors and assigns.

The general sequence of permits is as follows: Demolition Permit; Land Disturbance Permit; Excavation, Sheeting and Shoring Permit; Footing to Grade Permit; and Final Building Permit. In the event that the Developer does not obtain all permits separately, the Developer agrees that the requirements for all permits as set forth and/or otherwise may be modified in the conditions below will be included in the permit that is applied for up to and including those requirements set forth to be met before the permit that is being applied for has been issued. In the event that the Developer only applies for and receives a Final Building Permit, the requirements for the Demolition Permit; Land Disturbance Permit; Excavation, Sheeting and Shoring Permit; and Footing to Grade Permit must also be met prior to issuance of the Final Building Permit.

1. Overall Compliance Requirements
   The Developer agrees that nothing in these conditions relieves the Developer from complying with all Federal, State and/or local laws and regulations. The Developer agrees that these conditions are valid for the life of the Site Plan. The Developer agrees to paste to all site development and building permit application drawings (not including interior alteration building permits i.e. electrical and plumbing), the approved minutes of the County Board meeting at which the Site Plan or any amendment to the Site Plan was approved and reviewed and approved by the County Board as part of the Site Plan approval (as used in these conditions, the term “Site Plan” shall refer to the approved special exception SP #193) and made a part of the public record on November 17, 2015, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the Developer and accepted by the County Board or vice versa, except as specified in the conditions below.

2. Site Plan Compliance and Expiration
   A. Compliance (Life of the Site Plan) The Developer agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1, and the revised plans dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board as part of the Site Plan approval (as used in these conditions, the term “Site Plan” shall refer to the approved special exception SP #193) and made a part of the public record on November 17, 2015, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the Developer and accepted by the County Board or vice versa, except as specified in the conditions below.

   B. Expiration (Footing to Grade Final Building Permit) If a Footing to Grade Final Building Permit has not been issued for the first building to be constructed pursuant
to the approved Site Plan, then this Site Plan approval expires on November 30, 2018 unless otherwise extended by the County Board. Extension of this approval shall be at the sole discretion of the County Board. The Developer agrees that this discretion shall include a review of this Site Plan and its conditions for their compliance with then current County policies for land use, zoning and special exception uses. Extension of the Site Plan is subject to, among other things, inclusion of amended or additional Site Plan conditions necessary to bring the plan into compliance with then current County policies and standards together with any modifications proposed by the owner and accepted by the County Board or vice versa.

3. **Post-County Board 4.1 Filing (Demolition and Land Disturbance Permits)**

   A. **(Demolition and Land Disturbance Permits)** The Developer agrees to file four copies of a Site Plan and the Site Plan Specification Form called for in Administrative Regulation 4.1 within 90 days of the County Board approval, and before issuance of the Land Disturbance Permit or Demolition Permit. The Developer also agrees to submit four digital copies on compact disc, including final Site Plan drawings (JPEG, PDF, DWF, and DXF formats), color images of all renderings and photos of presentation boards (JPEG and PDF formats), and PowerPoint presentations (PPT format) shown to the County Board, including any changes made during the County Board meeting, of the approved 4.1 plans. The submittal shall comply with the final approval of the County Board and with Administrative Regulation 4.1. No permits shall be issued for this Site Plan until the post-County Board 4.1 filings have been approved by the County Manager.

   B. The Developer agrees to show on the post-4.1 plans:
      1) Existing traffic signal system infrastructure, e.g., poles, meters, controller cabinets, and indicate on the plans if any part of the system will be moved and to where it is proposed to be moved.

      2) The location of intake and exhaust garage ventilation grates.

   C. The Developer agrees that no changes to the approved post-4.1 plans shall take place in the field. The Developer agrees to obtain the Zoning Administrator’s review and approval of all post-4.1 plan changes, who will determine whether the changes are acceptable, need an administrative plan change, or require site plan amendment approval.

4. **Site Plan Conditions Review Meeting (Demolition and Land Disturbance Permits)**

   The Developer agrees to request and attend, along with its construction team, a Site Plan Conditions Review Meeting coordinated by the Zoning Office prior to the issuance of any permits for the Site Plan. The meeting is intended to inform the Developer of the following: 1) requirements of each of the Site Plan conditions that apply to the approved Site Plan; 2) the general process and contacts for obtaining permits, including plan review and approval and overview of associated Site Plan compliance requirements; and 3) the potential need to attend additional pre-permit and pre-construction meetings coordinated by the Inspection Services Division (ISD) and the Department of Environmental Services (DES). This meeting may occur independent of, or together with the meeting required by
this Site Plan Condition #4 for the separate site plan amendments to SP #193 associated with the residential building (the “Residential Project”) and office renovation (the “Office Project”).

5. **Multi-Building Phasing Plan (Demolition and Land Disturbance Permits)**

For multi-building Site Plans, the Developer agrees to obtain approval of the County Manager of a phasing plan (“Phasing Plan”), setting forth each defined phase (“Phase”) of the Site Plan, prior to the issuance of any Demolition and Land Disturbance Permits, and to implement the approved Phasing Plan. The Developer agrees that it shall comply with the site maintenance requirements outlined in Condition #13 below as part of the Phasing Plan. Improvements required by this Site Plan condition shall be constructed in phases, consistent with the approved Phasing Plan. Any changes in the project phasing shall require a new Phasing Plan approved by the County Manager prior to the issuance of any subsequent permits for the project. The conceptual phasing plan included on Sheet C-9 of the drawings dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board on November 17, 2015 also includes phases and improvements associated with the Residential Project and Office Project. Phases that are specific to and required by this Site Plan shall be identified in further detail in the Phasing Plan.

6. **Tree Survey, Tree Protection Plan, and Tree Protection Bond (Demolition and Land Disturbance Permits)**

   A. *(Demolition and Land Disturbance Permits)* The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbance Permits:

   1) **Tree Survey.** Complete a tree survey which meets the standards set forth below in subparagraph C, Tree Protection and Tree Protection Plan Standards.

   2) **Tree Protection Plan.** Submit to, and obtain the County Manager’s review and approval of a tree protection plan for those trees identified on the tree protection plan to be saved according to the standards set forth below in paragraph C, Tree Protection and Tree Protection Plan Standards.

   3) **Bond Estimate.** Upon approval of the tree protection plan, the Developer agrees to submit to and obtain the Department of Parks and Recreation’s (DPR) review and approval of, a bond estimate for the trees to be saved based upon Arlington County’s Tree Replacement Formula or an amount approved by the County Manager. The Developer agrees to protect all trees designated to be saved on the tree protection plan, and those specified to be saved by the approved Site Plan and shown on any filing in connection with this Site Plan.

   4) **Bond.** Upon approval of the bond estimate by the County Urban Forester, the Developer agrees to submit to DPR a bond, in the form of cash or letter of credit in the approved amount of the estimate, and the approved tree protection plan.

   B. **Tree Replacement and Tree Replacement Bond for Preservation of Trees on Developed or Adjacent Property (Post Master Certificate of Occupancy Permit)**
1) **Tree Replacement.** Unless otherwise specified, any tree required to be saved pursuant to this condition, which dies, as determined by the County’s Urban Forester, prior to or within three (3) years of the issuance of the Master Certificate of Occupancy, shall be removed and replaced by the Developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement Guidelines. Failure to provide the required number of replacement trees on site shall cause default of the Tree Protection Bond. The County shall draw from the Tree Protection Bond the bonded amount for each dead or removed tree not adequately replaced. All funds drawn from the bond shall be placed in the County’s Tree Canopy Fund.

2) **Final Inspection & Bond Release.** The Developer agrees to request a final inspection of all trees required to be preserved, consistent with the approved Tree Protection Plan, three (3) years after the issuance of the Master Certificate of Occupancy. The bond will be released upon satisfaction of all tree protection requirements, including preservation of protected trees.

C. **Tree Protection and Tree Protection Plan Standards**

1) The tree survey shall show existing conditions of the site and locate and identify all trees which are three (3) inches in diameter or greater. The survey shall include any tree on adjacent sites whose critical root zone extends onto the subject site.

2) The tree protection plan will designate any trees proposed to be saved by the Developer. This plan shall include any tree on adjacent sites whose critical root zone extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites. At a minimum, this plan shall include:

   a. A site grading plan at two (2) foot intervals, including the location of all proposed improvements and utilities.

   b. Detailed specifications for any tree walls or wells proposed.

   c. A description of how and where building materials and equipment will be stored, and a description and map of construction travel routes, during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.

   d. Identification of tree protection measures and delineation of placement of tree protection.

   e. The location of all construction trailers, if any, within any tree protection areas.
7. **Location of Construction Trailers (Demolition and Land Disturbance Permits)**
   The Developer agrees to submit a construction trailer plan, which shall show the location of construction trailers, prior to the issuance of the Demolition and Land Disturbance Permits, and prior to locating any trailers on the site. The plan may show construction trailers located within the setback area as long as they are not located in the vision obstruction area or tree protection area. The plan shall show the location of construction staging and include the “Construction Hauling Route Plan”. The Developer may submit the construction trailer plan for review by both Zoning and DES prior to approval of the plan by Administrative Change by the Zoning Administrator. If all construction trailers for the project are shown on the Tree Protection Plan (Condition #6.A) above), then that Plan can be used to satisfy this condition’s submittal requirements, provided it has been reviewed and approved as set forth herein.

8. **Photographic Record of Development (Demolition and Land Disturbance Permits)**
   A. The Developer agrees to produce and submit to the Zoning Administrator a photographic record of development, starting with a record of the site as it appears before demolition is begun, including photographic records during construction, and ending with a photographic record of the development as it appears after completion of construction, for placement in the Arlington County Library Community Archives. These submissions shall comply with the standards provided in subparagraph B below.

   The photographic record shall include photos taken at the following points in construction, and photos shall be submitted before issuance of the permit specified in each sub-paragraph below:

   1) **(Demolition and Land Disturbance Permits)** Before issuance of the Demolition and Land Disturbance Permits for the site – Views of north, south, east and west facades, as location permits, of buildings to be demolished, as well as at least one photo of the site before any clearing or grading including the existing physical relationship with adjacent buildings and streets. The photographic record shall also include all historic aspects of the facades of the building to be demolished, consistent with the requirements described in Condition #34 below.

   2) **(Footing to Grade Final Building Permit)** Before issuance of the Footing to Grade Final Building Permit – Photos of Site Clearance: Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.

   3) **(Shell and Core Certificate of Occupancy)** Before issuance of the Shell and Core Certificate of Occupancy – Photos of Construction Phase: At a minimum, views of the site during excavation, upon construction of the first floor above grade, at topping out, and during the exterior cladding phase.

   4) **(Master Certificate of Occupancy)** Before issuance of the Master Certificate of Occupancy – Photos of Site Completion: north, south, east and west facades of
completed building or buildings, as well as at least one view of completed project in context of adjacent buildings and streets. Photographs on compact disc must be submitted in addition to print copies of photographs and the photo contact sheet.

B. Photographic Record of Development Submittal Standards
All photographic records can be either color or black and white. Submission of a photo contact sheet and 8” x 10” prints on photographic paper shall be the minimum acceptable standard. Photographs on compact disc, print copies of the photographs, and the photo contact sheet, must be date-stamped and submitted at the end of the project prior to the issuance of the Master Certificate of Occupancy.

9. Construction Related Measures (Demolition and Land Disturbance Permits)
A. Maintenance of Traffic Plans
1) All Maintenance of Traffic Plans (MOT) for this site plan shall include the hours permitted for construction activities in the public right-of-way. Construction activity within the public right-of-way may occur between 9:00 a.m. and 3:30 p.m., Monday through Friday and/or between 10:00 a.m. and 6:00 p.m. on weekends and holidays. Construction activity within the public right-of-way shall not occur between 6:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:30 p.m., Monday through Friday. The foregoing construction hours may be modified by the County Manager if he/she finds that, 1) for right-of-way improvements required by the site plan, construction activity must be conducted outside the hours stated above in order to avoid disruption of traffic or other transportation systems; or 2) the construction activity requires certain utility work and/or street closures outside the hours stated above. “Holidays” are defined as New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving and Christmas. The Developer agrees to place a minimum of one sign per street front around the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours. The Developer agrees to maintain a lighted and protected 5-foot minimum clear width pedestrian access along Wilson Boulevard and Glebe Road adjacent to the site throughout construction. Exceptions may be made during an emergency as defined in Condition #12.C, when Inspection Services Division has determined that pedestrian access adjacent to the site should be limited for safety reasons, and/or for such limited periods as are unavoidable for utility upgrades or construction of the sidewalk along Wilson Boulevard and Glebe Road. The Developer further agrees to maintain a lighted and protected 5-foot minimum clear width pedestrian access from between the Mall Project area and Wilson Boulevard and Glebe Road, throughout the course of construction.

2) The Developer agrees to submit one (1) copy of each approved Construction Hauling Route Plan to the Zoning Administrator. Copies of plans or maps shall also be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project.
3) The Developer agrees to provide one (1) copy of each approved Construction Hauling Route Plan to the Ashton Heights, Ballston Virginia Square, Bluemont, and Buckingham Civic Associations and the Ballston Business Improvement Corporation, one (1) copy to the Arlington County Police Department, and provide documentation of these submissions to the Zoning Administrator.

B. Maintenance of Street Surfaces. The Developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the Developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The Developer agrees to ensure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the Developer, the Developer’s contractors, or private utility companies for work associated with this Site Plan. The Developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. The term “significant portion of a road” is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet in length or 100 square feet in size. This condition is in addition to any other conditions in this Site Plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction. All temporary street patching shall be performed per Arlington County Construction Standards and Specifications.

C. Temporary Lighting Plan. During construction the Developer agrees to provide adequate temporary lighting for roadway users, including pedestrian and vehicular traffic, along all frontages of the site, including the interiors of covered pedestrian walkways. Lighting levels shall conform to minimum luminance levels approved by the County, based on the Arlington County Traffic Signal and Streetlight Specifications. A temporary lighting plan shall be submitted and approved prior to issuance of the Demolition and Land Disturbance Permits. Lighting shall be turned on between dusk and dawn 7 days a week. Any high-intensity overhead lighting, such as lighting placed on construction cranes, shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. The approved temporary lighting plan shall be implemented prior to issuance of the Excavation Sheeting and Shoring Permit and prior to the shut-down or removal of any existing lighting and operated from implementation until lighting fixtures as approved in Condition #19 are in place and operational around the perimeter of the site.

D. Off-Street Parking for Construction Workers (Demolition and Land Disturbance Permits)
The Developer agrees to develop and submit to the Zoning Administrator a plan for off-street parking for construction workers prior to the issuance of the Demolition and
Land Disturbance Permits. The Developer agrees to obtain the review and approval by the Zoning Administrator of such plan prior to the issuance of the Excavation, Sheeting and Shoring Permit. The Developer agrees that the plan shall provide for off-street parking and shall be provided for all construction workers, including subcontractors, without charge to the workers. In lieu of providing parking, the Developer may provide a subsidy for the construction workers in order that they may use Metro, provide a van for van pooling, or use another established method of transportation to provide for construction workers to arrive at the site. The Developer agrees to implement the approved plan throughout all phases of construction on the project. If the plan is found to be either not implemented or violated during the course of construction, a notice to correct the violation will be issued to the Developer. If the violation is not corrected within ten (10) days, appropriate enforcement actions will be taken in accordance with Article 17 of the Zoning Ordinance. The Developer agrees that the plan shall include the following:

1) The location of the parking to be provided at various stages of construction.

2) The number of parking spaces that will be provided at various stages of construction.

3) The number of construction workers that will be assigned to the work site at various stages of construction.

4) Mechanisms which will be used to encourage the use of Metro, carpooling, vanpooling, and other similar efforts.

5) The location on the construction site at which information will be posted regarding Metro schedules and routes, bus schedules and routes, and carpooling and vanpooling information.

6) The contact person responsible for communicating parking and transportation options to workers.

10. **Residential Relocation (Demolition and Land Disturbance Permits)**
    Intentionally Omitted

11. **Retail Relocation (Demolition and Land Disturbance Permits)**
The Developer agrees to submit to and obtain review and approval from the Zoning Administrator evidence of compliance with the terms of this condition prior to the issuance of the Demolition and Land Disturbance Permits. The Developer agrees that such evidence of compliance shall first be reviewed and approved by Arlington Economic Development (AED) prior to submission to the Zoning Administrator. The Developer agrees to provide the following relocation assistance to retail tenants under lease as of the date of the approval of the proposed Site Plan:
A. The Developer agrees to keep all retail tenants informed of the redevelopment schedule by providing periodic updates with regard to material changes in the development program for the site, including the phasing of the project, anticipated schedules for eviction, construction and occupancy, and any anticipated material impacts on the tenants while they remain on the site, such as test borings, construction signs and fencing, asbestos removal, disruptions to customer parking and pedestrian paths, and the like.

B. The Developer agrees to refer, in writing, all retail tenants identified during the public review process to AED for information on available commercial space in the County, business counseling services, appropriate business workshops, and assistance in leasing. A copy of the correspondence shall be provided to AED as part of the evidence of compliance with this condition, prior to submission to the Zoning Administrator.

C. Except for provisions in any lease to the contrary, the Developer agrees to maintain the site, structures and systems in good repair and in a businesslike appearance until the last retail tenant vacates or until the notice to vacate expires, whichever comes first.

12. Community Outreach During Construction (Demolition and Land Disturbance Permits)

The Developer agrees to comply with the requirements of this condition prior to the issuance of the Demolition and Land Disturbance Permits, and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.

A. Community Liaison. The Developer agrees to identify a person(s) who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site or readily accessible throughout the hours of construction, including weekends. The name, e-mail address and telephone number of the individual(s) shall be provided in writing to residents, property managers and business owners whose property abuts the site (including the Ashton Heights, Ballston Virginia Square, Bluemont and Buckingham Civic Associations and the Ballston BID Homeowners Association), and to the Zoning Administrator, and shall be posted at the entrance of the project.

B. Community Meeting. Before commencing any clearing or grading of the site, the Developer agrees to hold a community meeting with those whose property abuts the project to review the Construction Hauling Route Plan, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative must be notified in advance of the meeting date once the community meeting dates/times are established. The Developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting.
C. **Temporary Closures of Any Traffic Lanes (Demolition and Land Disturbance Permits – 7 days in advance of street closures)** The Developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, e-mail) at least seven calendar days in advance of any street closure, except in the case of an emergency, of more than one hour duration on any street. “Emergency” street closures may include, but not be limited to, those relating to rupture or potential rupture of a water or gas main, unsecured building façade, or similar unforeseeable public danger. “Emergency” street closures shall not include closures for setting up or dismantling of a crane, exterior building construction, materials deliveries, utilities work, or similar situations.

D. Throughout construction of the project, the Developer agrees to advise abutting property owners in writing of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.

13. **Construction Site Maintenance Agreement (Demolition and Land Disturbance Permits)**

A. **Approve Agreement (Demolition and Land Disturbance Permits)** The Developer agrees to submit to and obtain the County Manager’s approval of a Construction Site Maintenance Agreement prior to the issuance of Demolition and Land Disturbance Permits, which will provide information regarding how the Developer will meet the following requirements:

1) That the site and any buildings located within it are secured and kept in a well-maintained condition throughout construction, consistent with the requirements outlined below in this condition. This shall include, but not be limited to, maintaining landscaping, keeping the grass mowed, removing litter and debris from the site, and properly disposing of recyclable materials.

2) Maintain access on the site for fire emergency vehicles including access to existing fire hydrants and fire department connections.

3) Address sites that have been cleared, but construction has either ceased for a period of time or not yet begun. The Plan shall include an interim site maintenance plan that provides details on interim landscaping, site screening and site maintenance.

4) At the end of each work day during construction of the project, any streets used for hauling construction materials and entrance to the construction site shall be free of mud, dirt, trash, allaying dust, and debris, and all streets and sidewalks adjacent to the construction site shall be free of trash and debris.

5) On-site construction activity, including, by way of illustration and not limitation, delivery of materials and equipment, except for construction worker arrival to the construction site and indoor construction activity, shall commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays, and shall commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays. Indoor
construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day. The Developer may submit to the Zoning Administrator, through the 4.1 administrative change process, a request to permit construction activity during hours other than those identified above. The Zoning Administrator may approve such request only if the Developer can show that the construction activity requires certain utility work and/or street closures outside the hours stated above. “Holidays” are defined as New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving, and Christmas. The Developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours.

B. Storage of Construction Materials (Throughout Construction of the Site Plan) The Developer agrees that storage of construction materials, equipment and vehicles shall occur only on the site. The Developer may submit a request for the County Manager’s review and approval of an off-site location, which the County Manager may approve provided that he/she finds that the storage of construction materials equipment and vehicles do not adversely impact the public health or safety of the off-site location.

C. Implement Agreement (Throughout Construction of Site Plan) The Developer agrees to implement the approved Construction Site Maintenance Agreement throughout construction of the site plan.

14. Construction and Demolition Waste (Demolition and Land Disturbance Permits) The Developer agrees to submit and obtain the County Manager’s review and approval of at least one plan for diverting from landfill disposal the demolition, construction, and land clearing debris generated by the project prior to the issuance of the permits identified in the sub-paragraphs below. The plan shall outline recycling and/or reuse of waste generated during demolition and/or construction. The plan shall outline specific waste streams and identify the means by which waste will be managed (reused, reprocessed on site, removed by licensed haulers for reuse/recycling, etc.).

A. Historic Sites (Demolition and Land Disturbance Permits) In the event the site contains a building that is identified and/or surveyed by Arlington County’s Historic Preservation Program, the Developer agrees to develop, submit, and obtain review and approval by the County Manager (Historic Preservation Program) of a plan for the salvage and re-use or recycling of building elements and materials from the existing building(s) proposed to be demolished, prior to the issuance of the Land Disturbance or Demolition Permits. The Developer further agrees to implement such plan throughout the respective phases of construction. The Developer agrees to contact by written notice and permit the staff of the Historic Preservation Program to
inspect the property and the existing building(s) to identify those historic building elements and materials to be salvaged and/or re-used. Provisions for such salvage and/or re-use shall be incorporated into the plan. The Developer agrees to contact local firms/organizations that may be interested in removing these materials without expense to the Developer prior to demolition of the buildings, and submit evidence of compliance with the terms of this condition to the County’s Historic Preservation Program staff before any demolition is initiated. If, as a result of the Developer’s efforts, there is little or no interest by local firms/organizations to remove these materials, then the Developer agrees to pay for a recycling contractor or other licensed contractor to have the identified building elements and materials that are marked for salvage and/or re-use to be removed from the building and the site.

B. Construction Waste Management Plan (Demolition and Land Disturbance Permits) The Developer agrees, prior to the issuance of the Demolition and Land Disturbance Permits, to submit and obtain review and approval by the County Manager of the construction waste management plan to divert demolition, land clearing, and construction debris generated by the project from landfill disposal and/or incineration. The County Manager will approve the plan if he/she finds it is consistent with LEED credits MR 2.1 and 2.2 (Construction Waste Management). The Developer further agrees to implement such plan throughout the respective phases of demolition and construction. Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management).

C. Updated Construction Waste Management Plan (Final Building Permit) The Developer agrees, prior to the issuance of the Final Building Permit, to submit and obtain review and approval by the County Manager of an updated construction waste management plan. The County Manager will approve the plan if he/she finds it is consistent with LEED credits MR 2.1 and 2.2 (Construction Waste Management). The Developer further agrees to implement such plan throughout the respective phases of construction. Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management).


16. Vacations and Encroachments (Demolition and Land Disturbance Permits)
A. Approval of Ordinance (Demolition and Land Disturbance Permits) The Developer agrees to obtain approval of, and fulfill all required conditions of, all ordinances of vacation and/or ordinances of encroachment associated with and/or required to build the project, or any portion thereof, as shown on the plans referenced in Condition #2, prior to the issuance of Demolition and Land Disturbance Permits associated with this Site Plan, or for a pertinent phase approved by the County Manager as part of the Phasing Plan required in Condition #5, except for demolition permits solely for buildings and structures not owned by the County and not located on property within which the County has an interest.
B. Obtain Ordinance (Final Building Excavation, Sheeting and Shoring Permit)
Further, the Developer agrees that no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless the Developer has first, before any Excavation, Sheeting and Shoring Permit is issued: a) obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and, b) met all of the conditions of such ordinance(s). The satisfaction of the requirements of this condition may be phased provided such phasing is consistent with the Phasing Plan per Condition #5.

17. Public Art (Demolition and Land Disturbance Permits)
Intentionally Omitted

18. LEED Credits and Sustainable Design Elements (Demolition and Land Disturbance Permits)
Intentionally Omitted.

19. Civil Engineering Plan (Land Disturbance Permits)
A. Submission and Approval (Land Disturbance Permits)
   1) Submission (Land Disturbance Permits) The Developer agrees to submit a complete set, as determined by the Department of Environmental Services, of Civil Engineering Plan for each applicable phase of the project consistent with the approved Phasing Plan for the development, pursuant to Condition #5 above, based on the Minimum Acceptance Criteria and Guidelines dated November 1, 2014 or subsequent amended acceptance criteria document, prior to the issuance of the Land Disturbance Permit for that phase.

   2) (Excavation, Sheeting and Shoring Permit) The Developer agrees that in the event it seeks an Excavation Sheeting and Shoring Permit prior to approval of the Civil Engineering Plan, such permit may only be issued if the following requirements have been met for the applicable phase pursuant to Condition #5:

   a. Finding of no substantial risk to County. A minimum of one complete County staff review of the Civil Engineering Plan has been completed that results in a finding by the County Manager that the limits of Excavation, Sheeting and Shoring proposed on the plan will not interfere with, limit, damage, or pose a substantial risk of damage, to existing and proposed public infrastructure and adjacent public or private property.

   b. Maintenance of Traffic Plan. Approval by the County Manager of a Maintenance of Traffic Plan for, at a minimum, the Excavation, Sheeting and Shoring phase of work; and

   c. Tieback Plan. Approval by the County Manager of a tieback plan, or alternatively, submission of a statement from the Developer confirming that
tiebacks will not be placed or extend into the public right-of-way during construction of the project.

3) **Approval of Plan (Footing to Grade Final Building Permit)** The Developer agrees to obtain approval of the Civil Engineering Plan and Maintenance of Traffic Plan by the County Manager prior to the issuance of the Final Building Footing to Grade Permit, for any phase of the project (approved pursuant to Condition #5). The Developer further agrees that the approved Civil Engineering Plan shall conform to this Site Plan approval, the approved Final Landscape Plan, and the sequence of construction, and shall be consistent with all site plan approval requirements and all County codes, standards and specifications, and policies.

B. **Infrastructure Improvements**

The Developer agrees to design and incorporate, at a minimum, the following elements in addition to other information required to be provided on the Civil Engineering Plan:

A. **Structure Free Zone**

a. In order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the Civil Engineering Plan shall provide a structure-free zone under the public sidewalk along all street frontages.

i. This zone shall be a minimum of five (5) feet in depth, as measured from the approved finished sidewalk elevation, and shall extend from the back of the final location of the street curb, to the far edge of the public sidewalk.

ii. No subterranean structures (such as parking garages or storm water detention facilities) shall intrude into this five (5) foot deep zone, unless otherwise approved by the County Board and as shown on the Civil Engineering Plan.

iii. Within the structure-free zone, underground utilities and/or utility vaults shall not be located in a manner that interferes with the appropriate spacing of street trees shown on the approved Final Landscape Plan nor shall utility lines be located beneath street trees.

iv. **Exceptions may be made for features that are installed for expansions of soil volume as shown on the civil engineering plan as approved by the County Manager.**

B. **Water Mains and Services**

a. Water services and public water main improvements, as listed below.
i. The Developer agrees to construct approximately 375 feet of 12-inch water main in Wilson Boulevard from N. Stuart Street to mid-block pedestrian crossing.

Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

C. Sanitary Sewer
a. Public sanitary sewer main improvements, as listed below.

i. None

Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

b. The Developer agrees that the County may TV-Inspect the sanitary sewer lines serving, or along the frontages of the site and shall identify any improvements that are necessary to adequately provide sanitary sewer service to the development. The Developer shall repair or replace any sections or appurtenances of the sanitary sewer serving, or along the frontages of the development that are found to be deficient or as shown on the Civil Engineering Plan.

D. Storm Sewer
a. Public storm sewer improvements and public storm water management facilities as listed below.

i. The Developer agrees to construct facilities along the frontage as required as part of the civil engineering plan review.

Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

5) Electric Service and Appurtenances
a. All new electric transformers, and all associated appurtenances shall be installed, in underground utility vaults.

6) Undergrounding of Aerial Utilities
a. Removal and/or undergrounding of all existing aerial utilities located within or along the periphery of the entire site plan to a distance of approximately
five (5) feet beyond the site boundaries or the limits of disturbance/clearance, whichever is greater.

b. All utility improvements necessary to provide adequate utility services to the development, or utility work necessary to provide terminus facilities associated with the undergrounding of utility lines shall not result in the installation of any new or additional permanent utility poles, push braces, or aerial utility lines or devices.

7) Underground Utility Vaults
   a. The location of all underground utility vaults, ventilation grates, and associated appurtenances, which shall meet the following standards:
      i. Installation of all underground utility vaults shall be in conformance with the County design and construction standards and specifications, and all applicable construction standards and specifications of the owner of the utilities. Underground utility vaults for electric transformers and all associated appurtenances, shall meet both Dominion Virginia Power and County design and construction standards and specifications.
      ii. Underground private utility vaults may not be placed, in whole or in part, within the County right-of-way or public easement unless the Developer obtains County Board approval of an encroachment ordinance or other County approval, as appropriate, permitting use of the County right-of-way or public easement for such purpose. Upon enactment of an ordinance or approval, the Developer agrees to comply with all the conditions of such ordinance and any other conditions prescribed in the site plan addressing vacations and encroachments, including, but not limited to, recordation of any deeds, plats, or ordinances, the payment of compensation, and required fees.
      iii. The location and placement of underground utility vaults shall not conflict with the physical operation or placement of other existing or proposed public or private utility facilities.
      iv. Underground utility vaults shall have a minimum horizontal clearance of five (5) feet to conduits, manholes, public water mains and public sanitary sewers, unless a lesser clearance is specifically approved by the County Manager.
      v. Ventilation grates for underground utility vaults, or for garage air intake and exhaust vents, shall not be located within public sidewalks, streets, or within any portion of the County right-of-way or public easement area for sidewalks or public streets, or within any areas that provide pedestrian access to any buildings, street, and public or private open spaces.
8) Streetscape
a. The final streetscape design shall include sidewalks, street trees, tree pits/grates, bicycle racks, and sidewalk pattern/design along with the final selection of materials and colors to be used, and the limits of the clear pedestrian zone of all public sidewalks and pedestrian access. Along with street lighting per subparagraph B.11 below, the final streetscape design shall include, but not be limited, to the following elements:

**Wilson Boulevard:**
- Minimum streetscape width measured from the back of curb: **19 feet**
- Minimum clear sidewalk width: **10 feet**
- Tree pits/ dimensions: 5 feet wide and 12 feet long and distance from back of curb: minimum eight (8) inches, or as approved by the County Manager with the Final Landscape Plan.
- Tree spacing: 28-32 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects

**Glebe Road:**
- Minimum streetscape width measured from the back of curb: **13 feet**
- Minimum clear sidewalk width: **8 feet**
- Tree pits/ dimensions: 5 feet wide and 12 feet long and distance from back of curb: minimum eight (8) inches, or as approved by the County Manager with the Final Landscape Plan.
- Tree spacing: 28-32 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects
- Subject to VDOT approval

b. Public sidewalks designed in conformance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended and as required to be shown on the Final Landscape Plan per Condition #20.B.8.

c. The clear sidewalk along all street frontages of the site shall be in compliance with applicable streetscape guidelines or standards, and shall be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted in conformance with the Master Transportation Plan and/or other applicable plans.
d. The location and planting details for street trees shall be in compliance with the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees on Site Plan Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board.

9) **Visitor Bicycle Parking**
Visitor bicycle parking spaces in the following amounts:

a. Office uses: one (1) visitor space for every 20,000 square feet, or portion thereof, of office floor area.

b. Residential uses: one (1) visitor space for every 50 residential units, or portion thereof.

c. Retail uses: two (2) visitor spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; and one (1) additional visitor space for every 12,500 square feet, or portion thereof, of additional retail floor area.

d. Hotel uses: one (1) visitor space for every 50 hotel room units, or portion thereof.

Visitor bicycle parking shall conform to Class III Arlington County bicycle parking standards in effect on the date of site plan approval, or as approved in the Civil Engineering Plan as substantially equal to, that shown in the standards. Such facilities shall be installed at exterior locations that are highly visible to, and within 50 feet of, the primary building entrances, unless there are physical obstructions that cannot be changed or moved to accommodate the bicycle parking within the 50 foot distance, in which case they shall be sited as close to the 50 foot distance as physically possible. Such facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress.

10) **Pavement, Curb and Gutter**

a. Pavement, curb and gutter along all site frontages, as listed below, and as shown on the approved Civil Engineering Plan.

i. Wilson Boulevard - street cross section of approximately 65 to 75 feet to tie into the existing cross section as shown on the civil engineering plan approved by the County Manager. The Developer agrees to construct a nub and ADA ramp on the south side of Wilson Boulevard at the existing mid-block pedestrian crossing. The Developer further agrees to construct an area for parking and an ADA ramp in the vicinity of the pedestrian bridge.
ii. Glebe Road – The Developer agrees to maintain the existing roadway width, approximately 99 feet, as shown on the civil engineering plan approved by the County Manager, unless VDOT approves the narrowing of Glebe Road. If VDOT agrees to a narrower roadway, the sidewalk adjacent to the site may be widened accordingly. The Developer also agrees to investigate providing plantings within the median subject to VDOT approval.

b. Pavement, curb, and gutter, including all improvements for pedestrian and/or vehicular access or circulation along all frontages shall be designed and constructed in compliance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended.

11) Street Lighting

a. Arlington County standard street lights along all frontages of the site in accordance with the then current Arlington County Traffic Signal and Streetlighting Specifications and VDOT Traffic Engineering design manuals, as applicable. This shall include installation of a street lighting system including, but not limited to, poles, meters, service cabinets, conduit, junction boxes and power connection appurtenances along all frontages of the site, in locations as determined at the time of review of the Civil Engineering Plan.

b. Removal of all mastarm mounted streetlights (typically cobrahead lights mounted at 25’ to 35’ above grade) from all street frontages of the site. If the County decides that such streetlights are required to provide adequate lighting for street safety purposes at intersections or when the lights are part of a traffic signal mastarm system, they shall be called out on the Civil Engineering Plan.

12) Traffic Signal Equipment

a. Relocation of existing traffic signal poles, traffic signal cabinets, and any other existing traffic-related items and appurtenances in the public right-of-way along all frontages of the site, and installation of new traffic signal poles, traffic signal cabinets, and any other traffic-related items and appurtenances in the public right-of-way as listed below, in locations as determined by the County Manager at the time of the review of the Civil Engineering Plan:

i. The Developer agrees to relocate the existing mid-block mast arms and pedestrian signals and all associated equipment on the south side of Wilson Boulevard based on the proposed Wilson Boulevard curb location at the existing pedestrian crossing.

13) Communication Conduit.

a. Four (4), 2-inch communication conduits (HDPE or equivalent County standard for communication conduits) and junction boxes along all site
frontages, for the sole and exclusive use by Arlington County, unless the County Manager determines that less conduit is required.

C. Implementation Timing. The Developer agrees to implement the approved Civil Engineering Plan as follows.

1) (Shell and Core Certificate of Occupancy) The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, for each respective phase of construction, prior to the issuance of the Shell and Core Certificate of Occupancy for each respective phase of construction:
   a. Undergrounding of aerial utilities, including removal of all permanent and temporary poles, lines, and other devices.
   b. Public water main and appurtenances, including fire hydrants and fire department connections.
   c. Public sanitary sewer main and appurtenances.
   d. Public storm sewer improvements.
   e. Communications conduit.

2) (First Partial Certificate of Occupancy for Tenant Occupancy) The Developer agrees that the following public improvements shall be constructed or installed as shown and approved on the Civil Engineering Plan prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the respective phases of construction:
   a. Public street pavement, sidewalk, curb and gutter improvements.
   b. Fire Apparatus Access Roads (Fire Lanes)
   c. Street lighting elements including but not limited to: poles, meters, service cabinets and power connection appurtenances, and all conduit and junction boxes necessary for the lighting system.
   d. Traffic signal improvements and the relocation of existing traffic signal equipment.
   e. Stormwater management facilities.
   f. All other elements shown in the approved Civil Engineering Plan.

The Developer agrees to remove and replace, in accordance with the Arlington County Department of Environmental Services Construction Standards and
Specifications Manual, any existing curb, gutter and sidewalk along the street frontages of this site which is in poor condition or damaged by the Developer, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy.

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #19.C.2) above, requiring construction or installation of public improvements, if the Zoning Administrator determines that: 1) the Developer is diligently pursuing the work; 2) timing of conditions as originally approved will unnecessarily impede progress of the project; 3) the installation of the public improvements during extreme weather conditions will not meet County Standards and Specifications; and 4) the Developer has provided reasonable assurances that the work will be completed in accordance with the Site Plan’s approved design.

1) As-Built Civil Engineering Plan (Master Certificate of Occupancy) The Developer agrees to submit to, and obtain approval from, the County Manager of an as-built Civil Engineering Plan for each phase of the site plan pursuant to Condition #5, certified by a professional engineer or surveyor registered in the state of Virginia, prior to issuance of the Master Certificate of Occupancy. The Developer agrees that the as-built Civil Engineering Plan shall show the sanitary sewers, storm sewers and storm water management facilities, water mains, street lights, traffic signalization, curb and gutter, sidewalks, street paving, pavement markings, and all appurtenant facilities related to these items. The as-built Civil Engineering Plan shall include a separate schematic drawing showing all storm sewer structures; all sanitary sewer structures; and water meters, valves, blow-offs, and hydrants. Each of these items shall be labeled with horizontal coordinates and with vertical rim elevations and inverts of incoming and outgoing pipes.

2) Maintenance of Public Infrastructure. The Developer agrees to maintain, repair and replace all sidewalks and street trees shown on the approved Civil Engineering Plan and approved Final Landscape Plan, which are installed within the public right-of-way or public easement for the life of the Site Plan.

20. Final Landscape Plan (Excavation, Sheeting and Shoring Final Building Permit) A. Submission and Approval (Excavation Sheeting and Shoring Land Disturbance Permit)

1) Submission (Excavation Sheeting and Shoring Land Disturbance Permit). The Developer agrees to submit to the Zoning Administrator a detailed Final Landscape Plan prior to issuance of the Excavation Sheeting and Shoring Land Disturbance Permit, The plan shall conform to, where applicable:
   a. The landscaping requirements contained herein;
   b. Rosslyn-Ballston Corridor Streetscape Standards;
   c. Sector Plans;
d. The landscaping, planting, and sidewalk and driveway construction specifications and standards;

e. Arlington County Landscape Standards, including the Standards for Planting and Preservation of Trees on Site Plan Projects;

f. Master Transportation Plan;

g. Other applicable streetscape guidelines or standards or urban design standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.

2) The Developer agrees that the Final Landscape Plan shall, at a minimum, contain the following information, in accordance with the checklist in the Arlington County Landscape Standards:

 a. **Tree Replacement Plan and Calculations (Final Building Permit Footing to Grade)**

   (1) In addition to saving identified trees, consistent with Condition #6 above, the Developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction. Such replacement shall be completed in accordance with the Arlington County Tree Replacement Guidelines. The Developer agrees to submit and obtain the review and approval of a Tree Replacement Plan, and Tree Replacement Calculations, as part of the Final Landscape Plan.

 b. **Drawings from the Civil Engineering Plan showing the location of utilities, lighting, equipment, and other elements which may impact landscape elements on the site.**

 c. **Exterior building security measures for office developments only, if applicable.**

   (1) The Developer agrees to coordinate with County staff on the design of exterior office building security measures in order to limit or mitigate any
adverse impacts that these measures may have on the project's urban design (including street and retail base) and streetscape. All exterior office building security measures shown on and approved as part of the landscape plan shall also be shown on and approved as part of the façade elevation drawings, consistent with Condition #26.

(2) The Developer agrees that the design of exterior office building security measures shall not adversely impact the base of the office buildings, as shown in the drawings dated November 14, 2015 and October 5, 2015, and that have been designed to accommodate retail uses and provide interest and activate the streetscape.

d. A street tree plan and street tree survey, which shall show the location of street trees and that there are no conflicts between the street trees and utilities.

e. The location and depth of all existing and proposed utility meters, underground utility vaults and boxes, utility lines, transformers, and at-grade mechanical equipment.

f. The location of all existing, proposed and relocated traffic signal poles, traffic signal cabinets, and any other traffic-related items and equipment located on or in the public sidewalk contiguous to the site.

g. The location of all existing and proposed fire hydrants and standpipes, storm sewers and storm water management facilities, and sanitary sewers and appurtenances.

h. The location of all on-street parking spaces, bus stops, bicycle rack locations, bike share stations, and other facilities as identified during the review of the plans.

i. The location and dimensions of intake and exhaust garage ventilation grates and screening for ventilation grates, which shall meet the requirements of the conditions contained herein.

j. The location of all street light fixtures, poles, meters, service cabinets and power connection appurtenances along the frontages of the site.

k. The location, dimensions, materials, and pavement pattern for driveways and access drives, automobile drop-off areas, curb ramps, driveway aprons, service drives, crosswalks, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet.
l. The final streetscape design, including sidewalks, street trees, tree pits, bicycle racks, and sidewalk pattern/design and final selection of materials and colors to be used.

m. The limits of clear pedestrian zones of all public sidewalks and pedestrian access.

n. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including, but not limited to, dimensions, size, style(s), materials(s), finish(s), and manufacturer(s) of seating, bollards, trash receptacles, lighting, arbors, trellises, water features, and other landscape elements or structures.

o. The location and planting details for street trees.

p. The location, design and details of the retail visitor/customer bicycle spaces, pursuant to Condition #19 above.

q. The location of public art, pursuant to Condition #17 above.

r. The location of public use and access easement areas, including final landscape design and installations in these areas.

s. Further, the Developer agrees to submit a maintenance agreement which shall ensure that all plaza areas and other landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the Site Plan and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 14.2 of the Zoning Ordinance.

t. An Exhibit showing any potential outdoor café seating within the Public Access Easement area(s). Outdoor café seating is permitted provided that a 10-foot wide minimum clear width pedestrian passageway is provided adjacent to the café seating area.

3) Approval of Plan (Final Building Footing to Grade Permit). The Developer agrees to obtain approval of the Final Landscape Plan by the County Manager, prior to issuance of the Footing to Grade Final Building Permit. The Developer further agrees that the approved Final Landscape Plan shall conform to the Civil Engineering Plan, and the sequence of construction, and shall be consistent with the conceptual Final Landscape Plan approved by the County Board as a part of the Site Plan approval, all site plan approval requirements, and all County codes, standards and specifications, and policies.
B. Standards and Requirements. The Developer agrees that the Final Landscape Plan shall, at a minimum, meet the following standards and requirements:

1) The plans shall be drawn to a horizontal scale of 1 inch = 25 feet on sheets 24 inches by 36 inches in size and a vertical size of 1 inch = 5 feet in size.

2) The plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia.

3) The Tree Replacement Plan, and associated Tree Replacement Calculations, shall be in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or a landscape architect certified to practice in the Commonwealth of Virginia. Any replacement trees shall conform to the standards and specifications set forth in subparagraph 11 below.

4) All existing and proposed traffic signal poles and traffic signal cabinets, and any other traffic-related items, on and around the perimeter of the site shall not obstruct pedestrian travel and shall not be located in the clear sidewalk, including, but not limited to, access areas to ADA ramps, crosswalks, building entrances, and interior walkways.

5) Transformers shall not be placed above grade in the setback area between the building and the street.

6) The Developer agrees that the location of intake and exhaust garage ventilation grates shall not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The Developer agrees that ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way.

7) All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager for conformity with adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the Final Landscape Plan.

8) The final sidewalk pattern/design and final selection of materials and colors shall comply with the requirements outlined below. To the extent that the County’s requirements and policies for sidewalk pattern/design and materials/colors change, subsequent to this Site Plan approval, the County Manager shall review, at the time of construction, for approval, the final treatment for compliance with the then current standards.
The clear sidewalk along all street frontages of the site shall be in compliance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines or standards, and shall:

1. Continue across all driveway aprons for loading and garage entrances along all frontages of the Site Plan, and not contain any barriers that would impede the flow of pedestrian traffic.

2. Be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted only as specifically permitted in conformance with the Master Transportation Plan and/or other applicable plans.

3. Be designed and installed in compliance with Department of Environmental Services Construction Standards and Specifications.

4. Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval by the County Manager, and under the provisions of the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines or standards.

5. Not contain joints or use patterns that create gaps of ¼-inch in depth or greater at a spacing of less than 30 inches.

6. Any garage entrance adjacent to a sidewalk shall be designed and constructed so that the location of the garage doors are recessed a minimum distance of six (6) inches from the building wall’s surface.

b. The materials and colors of the sidewalk pattern/design to be used shall be in compliance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines, plans or standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.

c. The Developer agrees to design and construct all elements of the streetscape, including, but not limited to, public sidewalks and street trees within the public right-of-way or public easement as follows:

**Wilson Boulevard:**
- Minimum streetscape width measured from the back of curb: 19 feet
- Minimum clear sidewalk width: 10 feet
- Tree pits/ dimensions: 5 feet wide and 12 feet long and distance from back of curb: minimum eight (8) inches, or as approved by the County Manager with the Final Landscape Plan.
- **Tree size and type**: minimum 3 ½ inches caliper, or as approved by the County Manager on the Final Landscape Plan
- **Tree spacing**: 28-32 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects

**Glebe Road:**
- **Minimum streetscape width measured from the back of curb**: 13 feet
- **Minimum clear sidewalk width**: 8 feet
- **Tree pits/dimensions**: 5 feet wide and 12 feet long and distance from back of curb: minimum eight (8) inches, or as approved by the County Manager with the Final Landscape Plan
- **Tree size and type**: minimum 3 ½ inches caliper, or as approved by the County Manager on the Final Landscape Plan
- **Tree spacing**: 28-32 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects
- **Subject to VDOT approval**

9) The sidewalks shall contain street trees placed in either tree pits or planting strips, consistent with the Standards for Planting and Preservation of Trees in Site Plan Projects, and as specified above. The location, root enhancement, and planting details for street trees shall be in compliance with The Rosslyn-Ballston Corridor Streetscape Standards; Sector Plans; the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees in Site Plan Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board. Street trees shall not be placed within the vision clearance (corners), as defined in Section 3.2.6.A.4 of the Zoning Ordinance.

10) The plan shall provide a structure free zone per Condition #19.B.1.

11) Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:

   a. **Major deciduous trees** (shade or canopy trees) other than street trees—a minimum caliper of 2-2 ½ inches.

   b. **Evergreen trees**—a minimum height of 7 to 8 feet.

   c. **Ornamental deciduous trees**—a minimum caliper of 2 to 2 ½ inches for single stem trees. Multi-stem trees shall not be less than 8 feet in height.
d. Shrubs—a minimum spread of 18 to 24 inches.

e. Groundcover—in 2 inch pots.

C. Installation and Maintenance of Landscape Plan Elements (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees to implement the approved sidewalk, landscaping and street tree improvements of the Final Landscape Plan as follows:

1) Installation (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees that all improvements shall be constructed and/or installed prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of any space above grade for the respective Phase of construction (as “Phase” is determined pursuant to the approved Phasing Plan required in Condition #5 above).

a. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of installation of all improvements based on the planting season, availability of plant materials, weather, or other construction-related issues, which may not permit installation of hardscape features, plant materials and/or street trees by the required timing.

b. The following standards for Installation apply:

(1) The Developer agrees to notify the DPR Urban Forester at least 72 hours in advance of the scheduled planting of any street trees in the public right-of-way and to be available at the time of planting to meet with staff of DPR to inspect the plant material, the tree pit and the technique of planting. Soil used in the tree pit must meet the specifications for street tree planting available from the DPR Urban Forester.

(2) All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.

(3) Exposed earth not to be sodded or seeded shall be well mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.

(4) Soil depth shall be a minimum of three (3) feet plus 12 inches, or a depth to accommodate other drainage material commonly used in the industry as reviewed and approved by the County Manager on the landscape plan, for trees and tall shrubs and two (2) feet for other shrubs. This requirement shall also apply to those trees and tall shrubs in raised planters. Soil depth for raised planters shall be measured from the bottom of the planter to the
top of the planter wall. The walls of raised planters shall be no higher than seat-wall height (2 1/2 feet, maximum) above the adjacent finished grade.

(5) Finished grades shall not exceed a slope of three to one, unless otherwise shown on the approved plans.

(6) The Developer agrees to install approved lighting before the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, exclusive of the garage, for the applicable Phase of the project pursuant to the approved Phasing Plan required in Condition #5 above.

3) **Maintenance and Replacement (Life of Site Plan)** The Developer agrees to maintain the site in a clean and well-maintained condition and ensure that all plaza areas, and other landscaped areas located on private property, are kept in a clean and well-maintained condition for the life of the Site Plan in accordance with the Phasing Plan requirements outlined in Condition #5 and the maintenance agreement outlined in Condition #20.A.2.

The Developer also agrees to maintain and replace the street trees and sidewalks for the life of the Site Plan. All pruning of street trees must be performed in accordance with the last version of, or revision to, the ANSI A300 Pruning Standards. The Developer agrees to contact the Department of Parks and Recreation to arrange for a site meeting with an Urban Forester to review and approve the scope of work prior to performing any pruning of street trees. An International Society of Arboriculture (ISA) Certified Arborist must be on site during all pruning of street trees.

D. **Administrative Changes.** The County Manager may consider minor revisions to landscape plans based on changes in building, street and driveway locations and other details of design as necessitated by civil engineering and architecture plans as long as such changes are consistent with the intent of the Site Plan approval. The Developer agrees that any change to the approved landscape plan requires approval of a revised landscape plan by the County Manager. The Final Landscape Plan shall govern construction and/or installations of elements and features shown thereon, except as amendments may be specifically approved by the County Manager.

21. **Utility Company Contacts (Final Building Permit Excavation, Sheeting and Shoring)**

In order to ensure the timely and efficient coordination of site utility installation, the Developer agrees to contact all utility companies and County agencies that provide utility services in Arlington County prior to the issuance of the Final Building Excavation, Sheeting and Shoring Permit. By way of illustration and not limitation, these utility services include electric, telephone, cable television, telecommunications, gas, water, sewer, and storm sewer service, both existing providers and others that regularly provide these services in Arlington County (collectively “utility companies”). The Developer agrees to offer the utility companies access to public rights-of-way or easements that
permit utilities, whether existing or will be dedicated by the development, so that the utility companies may install their utilities at the time the Developer will be disturbing or paving in the areas described above. The Developer further agrees to submit to the Zoning Administrator copies of letters from the Developer to the utility companies offering them access as stated above.

22. FAA Documentation (Excavation, Sheeting and Shoring Permit)
   Intentionally Omitted.

23. Recordation of Deeds of Public Easements and Deeds of Dedications (Footing to Grade Final Building Permit)
   A. The Developer agrees to convey real estate interests called for by this Site Plan approval to the County, for public street or public right-of-way purposes, in fee simple, free and clear of all liens and encumbrances. Real estate interests conveyed by the Developer to the County for Public Improvements or public uses, including, but not limited to, sidewalk, street trees, other streetscape planting, water mains, storm sewers, sanitary sewers, and other public utilities and facilities, which other Public Improvements are not located, or to be located, in the public street or public right-of-way, may be granted to the County by deed(s) of easement, provided, however that, in the deed(s) conveying such real estate interests to the County, all liens and encumbrances shall be subordinated to the easement rights of the County.
   
   B. Unless otherwise specifically provided elsewhere in these Site Plan conditions, the Developer agrees that for each Phase of the project, pursuant to the approved Phasing Plan required in Condition #5 above, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, for the construction of any public street, public infrastructure, public utility, public facility or public improvement (jointly “Public Improvements”), to:

   1) Submission for Review (Footing to Grade Final Building Permit) Submit for review by the County Manager all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, prior to the issuance of the Footing to Grade Final Building Permit for such phase; and

   2) Approval and Recordation (First Partial Certificate of Occupancy for Tenant Occupancy) Obtain approval and record such plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, among the land records of the Circuit Court of Arlington County prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the building(s) or any portion thereof for such phase.

24. Secure Bicycle Parking Facilities (Footing to Grade Permit)
25. **Interior Exercise/Health Facilities (Footage to Grade Permit)**
   Intentionally Omitted.

26. **Facade Treatment of Buildings (Footage to Grade-Final Building Permit)**
   A. The Developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be consistent, in terms of massing, materials, fenestration, rhythm and overall architectural vocabulary, with the intent of this Site Plan approval and the drawings identified in Condition #2 as presented to the County Board and made a part of the public record on the date of County Board approval of this Site Plan.

   B. **Submission of Facade Elevation Drawings and Material Samples (Footage to Grade-Final Building Permit)**
   The Developer agrees to submit to the Zoning Office, and obtain review and approval by the County Manager prior to the issuance of the Footage to Grade Final Building Permit, three (3) copies of colored elevations and one (1) copy of black and white architectural elevations at 24” x 36”, which label the materials and colors for each elevation of the building, including interior façade elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), and which identify any proposed change from the drawings identified in Condition #2, along with a written summary and explanation of the proposed changes, as well as one (1) sample material board at no larger than 24” x 36”. The County Manager will approve such drawings upon finding that they are consistent with the intent of this Site Plan approval.

   C. **Approval of Facade Elevation Drawings and Material Samples (Final Building Permit)**
   The Developer agrees to obtain the review and approval by the County Manager of the façade elevation drawings and material samples as being consistent with the intent of the County Board’s approval of the Site Plan, including any changes approved administratively or through site plan amendment, prior to the issuance of the Final Building Permit.

   D. **Mock-up of Approved Elevation (Final Building Permit – Before start of above grade façade construction)**
   Following approval of the façade elevation drawings and material samples, and prior to start of construction of the façade of the building above grade construction, the Developer agrees to provide, on the construction site, a materials sample mock-up of elements of an approved building elevation for the mall project that includes the approved exterior building materials and colors. The material board shall meet the following criteria: (1) located on-site in a location that it is visible from an adjacent public sidewalk; (2) be made of a material that is able to withstand the elements; and (3) shall remain in place until the façade is substantially compete. The mock-up is intended to verify compliance with the approved façade treatment and to inform contractors and citizens of the approved treatment, and therefore will be updated if changes are approved.
E. **Inspection and Approval of Built Façade (Shell and Core Certificate of Occupancy)**

The Developer agrees to obtain approval of the County Manager of the built building façades as being consistent with the approved façade elevations and materials prior to the issuance of the Shell and Core Certificate of Occupancy.

F. **Retail Storefront Facades.**

A. Minor adjustments to the approved façade for retail storefronts, as provided in subparagraphs C and D above, shall be submitted to and reviewed by the Zoning Administrator, who may administratively approve the change(s) upon finding that the change(s) meets the intent of the approved Site Plan and the following guidelines and characteristics:

a. **Creative design of storefront façades.** Storefront facades may vary in color, texture, material, size, scale, and signs. Both the shell building and retail business storefronts shall be designed to maximize transparency into each store consistent with paragraph F.2 below.

b. **Special architectural treatment.** Building materials are predominantly comprised of the following: natural stone (marble, limestone, granite, terrazzo), masonry (brick, arriscraft, stone, CMU), ceramic and quarry tile, precast concrete, metal panels, HPL panel (for ornamentation or as an accent material), glass and glazing, and wood. Other materials of similar high quality may be used with approval of the County Manager.

For the purposes of this subparagraph F.1), minor adjustments shall include only the following: (i) adjustment in the location of the access points and window or door placements for retail along the street frontage on the ground floor; and (ii) changes to the materials, provided that the proposed materials are in keeping with the general intent of the approved Site Plan design; and (iii) adjustments required due to adjustments of the elements of the retail space as described in Condition #39 below. All other changes to the approved retail will require a Site Plan amendment.

B. Any change to the façade which does not meet the above description of minor adjustment or any structural element that requires an encroachment into County right-of-way shall require a Site Plan amendment.

G. **Standards for Façade Treatment of Buildings:**

1) **Mechanical Equipment.** The Developer agrees that all mechanical equipment, regardless of location, shall be screened so that the mechanical equipment is not visible from all public right-of-ways or areas with public access easements within a 300’ radius of the equipment location. The screening shall have an opaque or opaque-like treatment. Screening for the penthouse mechanical equipment shall consist of a solid wall treatment. Any mechanical equipment, including
equipment located on the ground or at roof top, and screening for the penthouse mechanical equipment, shall be shown on all elevation drawings. The Developer agrees to obtain the County Manager’s review and approval of the details of the screening treatment, including height, material and color, as meeting this standard, as part of the approval for the façade elevations and façade materials.

2) **Window Transparency.** The Developer agrees that all new retail storefronts at grade along public rights-of-way and not located in the project at the time of this site plan approval, are required to have an overall minimum transparency of \( \frac{50}{100} \) as measured from floor to ceiling. In addition, the portion of the retail storefront that is located between three and eight feet from grade is required to be at least \( \frac{80}{100} \) transparent. The purpose of this condition is to allow pedestrians to view the activity within the retail establishment and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. “Transparency” shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment where human activity normally occurs and does not include views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like.

3) **Architectural Illumination.** The Developer agrees that the illumination, up-lighting, or the like, of any architecture, including buildings, structures, sites and facades, shall not be permitted unless specifically called out on the Site Plan and approved by the County Board. Any architectural illumination shown on the façade elevations that was not specifically shown on the Site Plan approved by the County Board shall require a Site Plan amendment.

27. **Plat of Excavated Area (Footing to Grade Permit)**
   Intentionally Omitted.

28. **Public Improvements Bond (Footing to Grade Land Disturbance Permit)**
   A. **Bond Estimate (Footing to Grade Land Disturbance Permit)** The Developer agrees to submit to the Department of Environmental Services (DES) a performance bond estimate for the construction or installation of all facilities (to include street trees and all landscape materials) that will be located within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities, upon approval of the Civil Engineering Plan for each Phase of the project, consistent with the approved Phasing Plan pursuant to Condition #5 above, and prior to the issuance of the Footing to Grade Land Disturbance permit for such Phase.

   B. **Bond (Final Building Permit)** Upon approval of the performance bond estimate by DES, the Developer agrees to submit to DES a performance bond, in the approved amount of the estimate, and an agreement for the construction or installation of all facilities (to include street trees and all landscape materials) within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities; which bond shall be executed by the Developer in favor of the County before the issuance of the Final Building Permit.
C. **Repair/Replace Infrastructure (Release of Public Improvement Bond)** The Developer agrees to repair or replace existing or new infrastructure, at the direction of the County Manager, damaged during construction prior to release of the public improvement bond.

29. **Interior Trash Collection and Recycling Areas (Footing to Grade Final Building Permit)**
   The Developer agrees to maintain and utilize the existing interior trash collection and recycling areas, as-built at the time of approval of this site plan. If the Developer modifies the trash collection and recycling areas, then the Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with the following condition prior to the issuance of the Footing to Grade Final Building Permit:

   A. The Developer agrees to provide and use interior space for the collection, storage, compaction, and removal of trash. The space shall not be outside the interior loading space and shall not conflict with the use of a loading berth.

   B. The Developer agrees to provide and use appropriate interior facilities for the recycling of reusable materials as defined by the County.

30. **Interior Loading Spaces (Footing to Grade Final Building Permit)**
    The Developer agrees to maintain the loading dock areas as-built and shown on the plans dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board on November 17, 2015. If the Developer modifies the loading dock areas, then the Developer agrees to meet the requirements as set forth below, prior to issuance of the Final Building Permit.

   A. The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements:

      1) Minimum 12-foot clear width, including entrances, and minimum 14-foot clear height, however, any loading dock to be used for trash removal shall have a minimum interior height clearance of 18 feet.
      2) At least one loading space shall have a minimum 40-foot clear length.
      3) The loading area shall be kept clear at all times except for the temporary loading/unloading of vehicles.
      4) All loading docks that are visible from the right-of-way shall contain closable doors.
      5) Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week. Deliveries outside of these hours may be approved by the Zoning Administrator upon submission and review of an Administrative Change request with good
cause shown through a statement of justification, finding that there would be no adverse impacts on tenants of the residential building, and demonstration that notification of hours has been provided to the tenants of the buildings within the project area.

6) If the loading door is visible from the right of way, the loading dock door shall be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

31. Emergency Vehicle Access/Support on Surface Parking and Plaza Areas (Foot to Grade Permit)
   Intentionally Omitted.

32. Parking (Foot to Grade Final Building Permit)
A. Site Plan Requirements
   1) Site Plan Parking Requirements
      a. The Developer agrees to maintain the current parking arrangement in effect at the time of approval of this site plan for the mall use within the Ballston Parking Garage. Should there be a change to the parking arrangement such that parking is no longer able to be provided for the mall use within the Ballston Parking Garage, the Developer shall submit a letter to the County Manager requesting to modify parking. Such letter shall include but not be limited to information detailing how and where parking will be provided for further review and analysis. If the Zoning Administrator finds that such modified parking arrangement is at least consistent with or commensurate to parking arrangements in effect at the time of site plan approval, then the Zoning Administrator shall approve the change. If the Zoning Administrator finds that the modified parking arrangement is deficient or substandard to the current arrangement, then a site plan amendment shall be required. That, unless specifically identified in this condition, parking shall be provided consistent with Section 14.3 of the Zoning Ordinance. The Developer agrees to submit to, and obtain review and approval from the Zoning Administrator, of drawings showing all parking spaces and drive aisles comply with the requirements of 14.3 of the Zoning Ordinance prior to the issuance of the Footing to Grade Permit.

      b. The Developer agrees that the required minimum number of parking spaces for the project, “Required Spaces”, equals the sum of the project/building’s uses times the parking ratio for each use type. The approved parking ratios, by use type, are presented below.

<table>
<thead>
<tr>
<th>Use Type</th>
<th>Approved Parking Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>___ spaces per unit (to include residents, residential visitors, accessible spaces &amp; residential building employees)</td>
</tr>
<tr>
<td>Office</td>
<td>1 space per ____ square feet of GFA (to include office</td>
</tr>
</tbody>
</table>

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employees, office visitors, building management employees, and accessible spaces)

Commercial/Retail—1 space per _____ square feet of GFA, after approved exclusion for proximity to Metro Station (to include retail customers, retail employees and accessible spaces)

Hotel—_____ spaces per guest room (to include hotel employees, guests, visitors, and accessible spaces)

Other—______________________________

c. The Developer agrees that the number of compact spaces counted toward the total number of “Required Spaces”, exclusive of those spaces required for retail, shall not exceed 15% of the total number of “Required Spaces”. “Required Spaces” for retail and guest or visitor parking shall not be compact. Spaces provided in excess of the “Required Spaces” total may be either standard or compact spaces.

d. The Developer may use spaces not designated as retail or visitor for carshare, which shall count toward the required parking ratio for the applicable use.

e. The Developer agrees that the “Required Spaces” shall not be converted to storage or other non-parking use without approval of a Site Plan amendment. Parking spaces constructed in excess of the “Required Spaces” may be converted from automobile parking to parking for other modes of transportation (i.e., motorcycles, scooters, bicycles, etc.) at the discretion of the Developer.

B. Operation and Management-Related Requirements

1) Residential Parking

a. The Developer agrees that for projects that include rental residential units, the rental agreement shall not require rental of a parking space and the cost of parking shall be shown in such agreement separately from the cost of renting the residential unit.

b. For both rental and condominium buildings, the Developer agrees that the use of the residential parking spaces shall be limited to parking use by the residents of the building and their guests.

c. The Developer agrees to inform all potential tenants and/or purchasers of the County’s Residential Permit Parking policy.

2) Shared Parking

a. The Developer agrees to designate and make available a minimum of _____ short-term (two hours maximum) parking spaces on the _______ level of the
parking garage for use by customers of the retail establishments or visitors to office establishments during the hours of operation of the retail or office establishments. The designated short-term parking spaces shall be shown on, and approved as a part of, the Preliminary Garage Plan. Short term parking spaces shall not be reserved for specific businesses.

b. The Developer agrees that in office buildings no more than 20% of the total parking supply shall be reserved for individual persons.

c. In addition, for projects with office space the Developer agrees to make at a minimum ___ (describe number and location of spaces) in the garage available to the public for parking after standard office hours (weekday evenings after 6:00 p.m., weekends, and all legal holidays) until 12:00 midnight or until thirty minutes after the close of business of retail operations, whichever is later.

d. The Developer also agrees to make ___ office spaces available to the general public for overnight parking.

3) External Signs

a. The Developer agrees to install “P” parking sign(s) per County standards on the outside of the building in those cases where parking is available for retail or the general public. The “P” sign(s) shall be visible from every vehicular approach as appropriate except where building design obstructs their visibility.

b. In cases where parking is available to the public, the Developer agrees to install rate and hour signs on the interior entrance wall of the garage, visible from the street.

4) Garage and Parking Management Plans (Footing to Grade Permit)

a. Garage Plan (Footing to Grade Permit)
   The Developer agrees to submit to, and obtain approval from, the County Manager of a Garage Plan prior to the issuance of the Footing to Grade Permit. The Garage Plan shall show where parking for the different user groups, including, when applicable, residents, visitors, employees, retail patrons, and the general public, including overnight public parking, will be located. The Garage Plan shall incorporate all elements for such plan listed in the Department of Environmental Services Parking Plan Review Minimum Acceptance Criteria dated July 2, 2013 or subsequent version.

b. Parking Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy) The Developer agrees to submit to, and obtain approval from the County Manager of a Parking Management Plan prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy. The Parking Management Plan shall follow the General Guidelines for the
Preparation and Submission of Parking Management Plans dated February 27, 2013 or subsequent version, and shall incorporate all elements for such plan listed in the Department of Environmental Services Parking Plan Review Minimum Acceptance Criteria dated July 2, 2013 or subsequent version. The Zoning Administrator may approve a parking count of 98% or more of the required number of spaces, if causes beyond the control of the Developer makes compliance impractical. The Parking Management Plan shall also include the Bicycle Parking Facility Plan described in Condition #24.

c.  **Implementation.** The Developer agrees to implement the approved Parking Management Plan for the life of the Site Plan. The Developer agrees to obtain the prior review and approval of any amendments to the approved Parking Management Plan by the County Manager.

33.  **Documentation of Historical Artifacts, Features and Buildings (Footing to Grade Permit)**
Intentionally Omitted.

34.  **Underground Utility Fund Contribution (Final Building Permit)**
Intentionally Omitted.

35.  **Wall Check Survey (Final Building Permit)**
Intentionally Omitted.

36.  **Use of Penthouse (Final Building Permit)**
The Developer agrees that requirements of this condition shall be incorporated in project drawings prior to the issuance of the Final Building Permit. The use of any penthouse shall be limited to mechanical equipment and equipment maintenance space and/or telecommunication transmitter and/or receiver equipment as required in Condition #39 below, unless otherwise approved as part of this Site Plan with such uses subject to approval of Inspections Services Division where applicable.

37.  **Review by Crime Prevention Through Environmental Design (CPTED) Practitioner (Final Building Permit).**
The Developer agrees to submit to the Operations Division of the Arlington County Police Department the approved post-4.1 drawings, which shall be reviewed by the Crime Prevention Through Environmental Design (CPTED) practitioner in the Police Department of CPTED design elements prior to the issuance of the Final Building Permit. The CPTED practitioner will review the post-4.1 drawings and provide comments on such plans for the purpose of ensuring that its design elements do not create a substantial risk of criminal activity at the location of the site plan.

38.  **County Public Safety / Emergency Communications Systems (Final Building Permit)**
   A.  **Telecommunications Transmitter/Receiver Equipment & Conducting Wire.** In order to maintain the effectiveness of the County's public safety systems, the
Developer hereby agrees to grant to the County in perpetuity the right to install telecommunications transmitter and/or receiver equipment and conducting wire in or on the penthouse or top floor, and antennae and traffic monitoring systems on the roof of the proposed buildings in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both upon request by the County. The Developer agrees to provide, upon request by the County, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. The Developer is not required to pay for design and installation costs for such equipment. Any radio transmitter or receiver equipment and antenna to be installed or used by others must not interfere with the emergency communication system of the County.

B. Tie-ins from County Outdoor Emergency Warning System. To enhance the reach of the County's public emergency communications system-of-systems, the Developer agrees to grant to the County in perpetuity the right to install tie-ins from the County's outdoor emergency warning system to the interior building fire/emergency warning enunciator systems using either land lines or emergency relay transceivers in or on the penthouse or top floor, antennae systems and along with hazardous material detection sensors on the roof of the proposed building(s) in a location and design that is acceptable to the County and the Developer based on a reasonable exercise of judgment by both upon request by the County. The Developer agrees to provide, upon request by the County, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. Any radio transmitter or receiver equipment and antenna to be installed or used by others must not interfere with the emergency communication system of the County.

C. Internal Antenna/Amplifier System. The Developer agrees to install and maintain in operable condition, in a manner acceptable to the County Manager, an internal antenna/amplifier system that permits public safety radio communications to transmit in the 806-825 MHz frequency and to receive in the 851-870 MHz frequency, or other range of transmitting and/or receiving frequencies deemed appropriate by the County Manager to meet current County requirements, from all areas within the building. The Developer agrees to provide documentation in the approved electrical engineering drawings that adequate accommodations have been made in the building to meet this requirement.

Developer Installation of In-Building First Responder Network (Final Building Permit)

In order to maintain the effectiveness of the County's public safety systems, the Developer/applicant hereby agrees to design, construct, install, and maintain in an operable condition, an over-the-air radio in-building emergency responder communication and distribution system that will include, as defined in Attachment A:

a. a donor antenna in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both;

b. single mode fiber optic backbone;
c. conditioned and secured-access space with dedicated backup power to locate fiber distribution equipment;
d. secured head-end equipment to support bi-directional radio transmissions over the air and via internet protocol fiber optic link;
e. related hardware in a number and configuration that is appropriate for radio transmission in frequencies established by the County;
f. dedicated communications conduits from property line to the head-end equipment room;
g. alarm reporting to the County’s designated recipient.

The Developer agrees to submit to the County Manager for his/her review and approval, engineering drawings indicating that adequate accommodations have been made in the building to meet this requirement prior to issuance of the Final Building Permit. The County Manager will approve the drawings if she finds that the drawings meet the standards of this site plan condition.

In addition, the Developer agrees to submit to and obtain the County Manager’s review and approval of reports verifying that the level of radio communications coverage in the building is sufficient to permit emergency responder communication throughout the building, according to the testing procedure outlined in Attachment A. The Developer agrees to submit and obtain review and approval of these reports at the following times:
a) prior to the issuance of the first certificate of occupancy for any space in the building; b) every one year after the date of issuance of the first certificate of occupancy for any space in the building. The County Manager may waive this condition in the future if he/she determines that the level of radio communications coverage within the building can be monitored and verified to be at an acceptable level by the County through the County’s ConnectArlington fiber optic network or other mutually acceptable means. In addition, the County Manager may waive coverage requirements in secure areas as well as in cases where State and County requirements overlap.

39. Retail Elements (Final Building Permit)

The Developer agrees to meet the requirements of this condition prior to the issuance of the Final Building Permit.

A. The Developer agrees to the following for retail space, as shown on the plans referenced in Condition #2 above, within the Site Plan:

1) If the project is located within one of Arlington’s Major Planning Corridors Rosslyn-Ballston Corridor, then the Developer will market a minimum of the project square feet of retail space located on the first floor of the building to uses as shown for that location in the approved Arlington County Retail Plan (ACRP) Retail Action Plan for the Rosslyn-Ballston Corridor, dated June 2015 May 2001, or other applicable retail policy documents in effect at the time of County Board approval, and consistent with the standards in this Condition #39.
If the project is located outside of the Rosslyn-Ballston Corridor, then the Developer agrees to market a minimum of ___________ square feet of retail space located on the first floor of the building to uses consistent with the listings under “Retail Categories” as listed on pages 5-6 in the approved Retail Action Plan for the Rosslyn-Ballston Corridor, dated May 2001, or other applicable retail policy documents in effect at the time of County Board approval, and any other uses which the Zoning Administrator may determine are of the same general character (as same general character is described in Section 15.1.6 of the Zoning Ordinance), provided that they are consistent with the standards in this Condition #40.

The Developer agrees to submit the marketing material and/or a letter detailing the marketing efforts, and first floor plans consistent with the standards in this Condition #39, and obtain approval of such material or letter from the Zoning Administrator as having met the standards of this condition.

2) The retail space shall be designed and used in a manner consistent with the ___________ Sector Plan, adopted in ___________.

3) For retail space greater than 3,000 square feet, the Developer agrees to retain a retail broker and meet with AED to discuss the strategy and marketing plans for the retail space. The Final Building Permit shall not be issued until documentation has been provided to the Zoning Administrator from AED that this meeting has occurred and a retail broker retained.

4) Standards for Retail Spaces: The retail spaces on the ground floor shall be designed and constructed to meet the Retail and Urban Design guidelines set forth in the ACRP. The developer agrees to notify all tenants of this requirement, include interior and exterior that are functional and attractive to prospective retailers and that animate the street frontage, including but not limited to the following:

   a. Approximately 15 foot floor to floor heights, as shown on the plans date ___________

   b. Access to the service corridor/areas as shown on the architectural plans dated ___________

   c. Rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions. If the tenant(s) is unknown at the time of construction, the Developer may, in lieu of rough-in of utilities, include such work as part of the tenant improvement budget at the Developer’s cost.

   d. Provision to connect to venting systems and grease traps required for any food preparation or restaurant use.
e. Sufficient transparency of the building facade to achieve adequate street exposure, as set forth in Condition #26 above. The Developer agrees to notify all tenant(s) of this requirement.

f. Parking as set forth in Condition #33.

B. Changes to Retail Spaces:
   1) The Developer agrees that minor adjustments in the approved retail Gross Floor Area (GFA), or to details of the retail spaces as outlined in this Condition #39, shall be submitted to and may be approved by the Zoning Administrator if she finds that such changes are minor, as defined below, and are consistent with the original Site Plan approval. For the purposes of the preceding sentence, minor adjustments shall include only the following: (i) a minor adjustment in the location of the retail along the street frontage on the ground floor; or (ii) a minor adjustment in the GFA for the retail space, as long as the total approved retail GFA for the entire Site Plan does not change; or (iii) a minor adjustment in the elements of the retail space as described in this Condition #39. All other changes to the approved retail will require a Site Plan amendment.

   2) Any change in the use of the retail space from retail to office or other uses inconsistent with this Condition #39 shall require a Site Plan amendment.

40. Safety Measures at Garage Exit Ramps (Final Building Permit)
The Developer agrees to install safety measures, which may include but shall not be limited to speed bumps, at garage exit ramps at locations where ramps abut the pedestrian sidewalk, in order to slow vehicular traffic prior to vehicles crossing the sidewalk. The Developer agrees to show the locations of the safety measures on the ground level final building floor plans and shall obtain review and approval by the Zoning Administrator of the safety measures as meeting this condition prior to the issuance of the Final Building Permit.

41. Public Use and Access Easements (First Partial Certificate of Occupancy)
Intentionally Omitted.

42. Transportation Management Plan (Shell and Core Certificate of Occupancy)
The Developer agrees to submit to, and obtain review and approval from the County Manager of, a Transportation Management Plan (TMP) prior to the issuance of the Shell and Core Certificate of Occupancy for each respective building or phase of construction per Condition #5. Such approval shall be given if the County Manager finds that the TMP for each building includes a schedule and description of implementation and continued operation, throughout the life of the Site Plan, of all elements outlined below under subsections A (Participation and Funding), B (Facilities and Improvements), C (Carpool, Vanpool, and Carshare Parking), D (Promotions, Services, and Policies), and E (Performance and Monitoring).

The Developer agrees to ensure consistency between this TMP and the Parking

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Management Plan, to the extent TMP provisions are applicable to the operation and management of parking facilities.

Unless otherwise specified, the Developer agrees that all individual elements of this TMP shall be operational prior to issuance of the Shell and Core Certificate of Occupancy.

All dollar denominated rates shall be adjusted for inflation by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator from the date of Site Plan approval.

A. Maintain Participation and Funding

1) Establish and maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of the property owner.

2) Designate a member of building management as Property Transportation Coordinator (PTC) to be a primary point of contact with the county and undertake the responsibility for coordinating and completing all Transportation Management Plan (TMP) obligations. The applicant and/or building management shall provide, and keep current, the name and contact information of the PTC to Arlington County Commuter Services (ACCS) or successor. The PTC shall be trained, to the satisfaction of ACCS, to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.

3) Contribute annually to ACCS, or successor, to sustain direct and indirect on-site and off-site services in support of TMP activities. Annual contribution shall be calculated based on a rate $0.06 per square foot of GFA for commercial (office, retail, hotel) use and $0.035 per square foot of GFA for residential use, escalated by CPI from the year 2008, per year for 30 years. Payment on this commitment shall begin as a condition of issuance of the Shell and Core Certificate of Occupancy for each respective building or phase of construction. Subsequent payments shall be made annually.

B. Facilities and Improvements

1) Provide in the publicly accessible areas, lobby or lobbies, an information display(s), the number/content/design/location of which will be approved by ACCS, to provide transportation-related information to residents and visitors. The PTC shall keep display(s) stocked with approved materials at all times.

2) Maintain bus stops and shelters within 50 feet of the property and contiguous to the property free of snow, ice, trash, and debris. Maintain a six (6) foot wide path, or the full width of the sidewalk (if less than six (6) feet), clear of snow and ice, from these bus stops to the main entrance of the building(s). This requirement only applies to property owned or controlled by the Developer or the County.
3) Provide an ADA-compliant hotel van (with lift) to provide shuttle service to and from designated Metro station(s) for employees and guests. The van shall be staffed by a full-time employee, with a dedicated van accessible parking space provided on the ground level of the mixed-use parking garage. The van shall be parked in this space when not in service. A communication device shall be provided with the hotel for on-call service (hotel only).

4) Provide a Bicycle Facilities Management Plan. This plan shall include:

   (1) A description of how access will be provided and how building occupants will be notified periodically of the facilities.

   (2) Identification of party(s) (person, agency, organization) responsible for managing the bicycle storage facilities and access to showers and lockers.

   (3) A description of how the bicycle storage facilities, including access to showers and locker, will be managed and operated, including:

       (1) Hours of operation or availability to users. Showers and lockers for office/hotel/retail uses shall be available to employees during all hours in which employees may access the building. Bicycle commuters shall be permitted to use the lockers for storage 24 hours per day, 7 days per week, to facilitate bicycle commuting.

       (2) Management of registration and access of persons and bicycles to use the facilities.

       (3) Management of locker assignments, and re-assignments, to bicycle commuters.

       (4) Methods to notify building occupants of the amenities, and the frequency of the notifications.

       (4) Policy for abandoned bicycles.

C. Carpool, Vanpool, and Carshare Parking

   1) Carpools and Vanpools (for non-residential uses only)
   Operate a carpool/vanpool program with required elements including, at minimum:

       a. Provide reserved, signed, spaces for carpools and vanpools conveniently located with respect to main entrances/elevators serving the building.

       b. Provide two-person carpools with a parking subsidy equal to one-third the single-occupant vehicle monthly rate.

       c. Provide three-person (or more) carpools with a parking subsidy equal to two-thirds the single-occupant vehicle monthly rate.
d. Provide registered vanpools with free parking.

e. Investigate providing reserved, signed, spaces for carpools and vanpools conveniently located with respect to main entrances/elevators serving the building in the adjacent existing parking garage.

f. The carpool/vanpool program elements shall be reevaluated after one year and may be eliminated or revised based on agreement with the County Manager.

2) Carshare (for all uses)
Encourage the use of carsharing programs. Options for encouraging carsharing include provision of carsharing services in the building garage, provision of carsharing membership subsidies, and promotion efforts that explain how these services work, where they are found, and their benefits.

D. Promotions, Services, and Policies

1) Prepare, reproduce and distribute a hard copy welcome package consisting of informational materials provided by Arlington County, which includes site-specific ridesharing and transit-related information, to each new residential lessee or purchaser, and office, retail, hotel, property management, or maintenance employee, who moves into or begins employment in the building, from initial occupancy through the life of the site plan.

2) Provide one time, per person, to each new residential lessee or purchaser, and each new office, retail, hotel, property management, or maintenance employee, directly employed or contracted, who moves into or begins employment in the building throughout initial occupancy, the choice of one of the following:

   a. $65.00 Metro fare on a SmarTrip card or successor fare medium
   b. A one year bikeshare membership
   c. A one year carshare membership

Purchase 50% of the anticipated need for such SmarTrip cards or successor fare medium and Metro fare prior to the First Partial Certificate of Occupancy for Tenant Occupancy and maintain stock on hand thereafter.

3) Provide, administer, or cause the provision of a sustainable commute benefit program for each on-site property management, maintenance, and hotel employee, which program shall include, at a minimum, pre-tax employee contributions and/or tax-free transit or vanpool monthly contributions.

4) Provide, under a “transportation information” heading on the Developer and property manager’s websites regarding this development:

   a. Website hotlinks to the most appropriate Arlington County Commuter Services web page(s). Obtain confirmation of most appropriate link from...
ACCS.

b. A description of key transportation benefits and services provided at the building, pursuant to the TMP.

5) Reference the nearest Metro Station, bus routes, and other transportation services in all promotional materials and advertisements.

6) Assist Arlington County in transit, clean air, and traffic mitigation program promotion by distributing information upon request, up to four times per year, to all residents, tenants, employees, and visitors and posting notice of such promotions in prominent locations within the building(s).

E. Performance and Monitoring

1) Upon approval of the TMP by the County, the Developer agrees to implement all elements of the plan with assistance when appropriate by agencies of the County.

2) The Developer agrees to reimburse the County the full cost up to a maximum of $__________ ($7,000 per land use type) for, and participate in, a transportation and parking performance monitoring study at two years, five years, and each subsequent five years (at the County’s option), after issuance of the Shell and Core Certificate of Occupancy, for the life of the site plan. The study may include
   i. building occupancy rates,
   ii. average vehicle occupancy,
   iii. average garage occupancy for various day of the week and times of day,
   iv. daily vehicle trips to and from the site,
   v. parking availability by time of day,
   vi. average duration of stay for short term parkers on various days of the week and times of day,
   vii. pedestrian traffic,
   viii. a seven-day count of site-generated vehicle traffic,
   ix. a voluntary mode-split survey,
   x. Hourly, monthly, and special event parking rates.

The building owner and/or operator shall notify, assist, and encourage building occupants and visitors on site to participate in mode-split surveys which may be of an on-line or email variety. The County may conduct the study or ask the owner to conduct the study. As part of the study, a report shall be produced as specified by the County.

3) During the first year of startup of the TMP and on an annual basis thereafter, the Developer shall submit an annual report, which may be of an on-line, or email variety, to the County Manager, describing completely and correctly, the TDM related activities of the site and changes in commercial tenants during each year.

43. Affordable Housing Contribution (Shell and Core Certificate of Occupancy)

   Intentionally Omitted.
44. Availability of Site Plan Conditions to Residential Condos, Cooperatives and Homeowners Associations (Shell and Core Certificate of Occupancy)  
Intentionally Omitted.

45. Authorization for Police to Enter Residential Parking Areas (First Partial Certificate of Occupancy for Tenant Occupancy) 
Intentionally Omitted.

46. Obtain Master Certificate of Occupancy (Within 6 months of Receipt of the Certificate of Occupancy that permits full occupancy)  
The Developer agrees to obtain a Master Certificate of Occupancy within six (6) months of receipt of the Certificate of Occupancy that permits full occupancy. The Developer may request in writing to extend the timeframe for obtaining the Master Certificate of Occupancy. The request shall outline the reasons for the extension and shall be submitted to the Zoning Administrator for review and approval at least one (1) month prior to the end of the six-month time frame. The Zoning Administrator may approve such extension upon finding that the Developer is diligently and in good faith pursuing completion of the project, and will apply for and meet all requirements of a Master Certificate of Occupancy within a reasonable amount of time.

47. Building Height Certification (Master Certificate of Occupancy)  
Intentionally Omitted.

48. Structural Modifications (Life of Site Plan)  
A. The Developer agrees that any structural modification or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager determines that any proposed changes to the facades or materials have a significant impact on the Site Plan, or otherwise meet Zoning Ordinance requirements for Site Plan amendments that require approval by the County Board, a Site Plan amendment shall be required.

B. The Developer agrees that no balconies, other than those identified in the approved Site Plan, shall be enclosed. Enclosure of any additional balconies shall constitute additional gross floor area and shall require a Site Plan amendment.

49. Building Security Measures (Life of Site Plan)  
Intentionally Omitted.

50. Snow Removal (Life of Site Plan)  
The Developer agrees to remove snow or ice from all interior streets, and sidewalks and ramps, and from required Fire Apparatus Access Roads (fire lanes) for the purpose of providing safe vehicular and pedestrian access throughout the site. Snow or ice fall less than six (6) inches shall be removed within twenty-four (24) hours, and six (6) inches and greater shall be removed within thirty-six (36) hours of the cessation of such snow fall or
freezing. (Snowfall as measured by the National Oceanic and Atmospheric Administration at National Airport).

51. **Maintenance of Residential Common Areas (Life of Site Plan)**  
    Intentionally Omitted.

52. **Retention of Approved Parking Ratio over Subdivided Site (Life of Site Plan)**  
The Developer agrees to provide parking for each building according to the approved parking ratio; when parking is not located within the parcel designation of each building but located within the overall project, it shall continue to be committed to the entire project for purposes of administering the Zoning Ordinance.

53. **Retention of Approved Density over Subdivided Site (Life of Site Plan)**  
Pursuant to the Site Plan, the total density allocated for any new construction on any subdivided parcels of the Site Plan shall not exceed the total approved density for the entire Site Plan. No additional density shall be allowed on any individual parcel formed by subdivision of the site.

54. **Refuse Delivery to County Disposal Facility (Life of Site Plan)**  
The Developer agrees to deliver all refuse, as defined by the Arlington County Code, to an operating refuse disposal facility designated by the County Manager. Any facility designated by the County Manager will have competitive rates at or below other facilities in the region otherwise available to the Developer. The Developer agrees that if it intends to deliver its refuse from this project to a facility other than the disposal facility designated by the County Manager, then the Developer shall submit that decision in writing to the DES Solid Waste Bureau along with a comprehensive cost analysis justifying the Developer’s decision. The Developer further agrees to stipulate in any future lease or property sale agreements and deeds that all tenants or property owners shall also comply with this requirement for the life of the Site Plan.

55. **Power Door Openers (Life of Site Plan)**  
The developer agrees to install power door openers for the main pedestrian entrances to the mall. These items shall be installed and functional prior to issuance of any certificate of occupancy for tenancy of the building.

56. **Canopies and Awnings (Life of the Site Plan)**  
The Developer agrees that it will not construct or permit to be constructed any structures within areas dedicated, or to be dedicated, as public sidewalk easements and public sidewalk and utilities easements pursuant to the conditions of this site plan, except canopies, awnings and/or other similar architectural details as depicted in the final site plan on the face of the building (“canopies and awnings”), within such easement areas, provided that all such canopies and awnings shall be consistent with the final design and site engineering plans approved by the County Manager. Such canopies and awnings shall also, among other requirements, meet the following minimum standards: each canopy or awning shall (i) be suspended from the face of a building or structure; (ii) have no ground supports; (iii) extend no more than six (6) feet into the adjoining public...
sidewalk easement or public sidewalk and utility easements; (iv) contain no permanent fixtures, such as, among other things, fans, heaters and sprinklers; (v) extend no more than six feet in any location from the face of the building to the outer edge of the canopy or awning; (vi) extend into the easement area no further than to a point that is five feet behind the back of the curb line; (vii) not be located in the clear space above any utility vault; and, (viii) maintain a clearance of at least eight feet above the public sidewalk to the lowest part of the canopy or awning, provided, that if such canopy or awning incorporates a sign, the canopy or awning and the sign shall meet all applicable zoning ordinance provisions.

In the event such canopies and awnings are approved by the County Manager as part of the final site plan, the Developer further agrees for itself, its successors in title and interest, and assigns, to indemnify and hold harmless the County Board of Arlington County, Virginia and County officials, officers, employees, and agents from all claims, negligence, damages, costs and expenses arising from the canopies and awnings. The Developer agrees that, in the event of an emergency, the County may remove the canopy or awning and shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal. In such event, the County shall not be responsible for replacing such canopy or awning.

The Developer agrees that in the event of need for routine utility work in the area of a canopy or awning, or need for County infrastructure repairs in the regular course of business in the area of the canopy or awning, the County may, by written notice delivered to the Developer, require the Developer, at the Developer’s sole cost and expense, to remove the canopy or awning within fourteen (14) days of delivery of said notice. The Developer further agrees that, if the canopy or awning is not removed within fourteen (14) days of delivery of said notice, the County may, at the sole cost and expense of the Developer remove the canopy or awning and the Developer agrees that the County shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal, or for replacing such canopy or awning.

The Developer agrees that, if the County Manager determines that any canopy or awning, whether or not approved, interferes with public access or is otherwise inconsistent with the public welfare, zoning ordinance requirements, or future development, the Developer agrees to, at its sole cost and expense, to remove the canopy or awning and fully restore any affected surface areas of the canopy, building or easement. The Developer agrees to complete removal of any canopy or awning upon notice of the County Manager’s determination. The Developer agrees that, if the Developer fails to remove the canopy or awning within the time specified, the County may remove the canopy or awning, at the expense of the Developer, and that the County shall not be liable for any loss or damage that may occur as a result of such removal.

57. **Polling Place (Life of Site Plan)**
   The developer agrees, that upon request of the Arlington County Electoral Board, to provide a location within the building that may be used as a public polling place, without use limitations for polling purposes, that meets the suitability requirements of the Arlington County Electoral Board.
58. **Construction Related Timing Modifications (Life of Site Plan)**
The Developer agrees that the County Manager, or his/her designee may, in his/her discretion, authorize revisions to the timing of the issuance of certain construction-related building permits subject to the approval of an Administrative Change application pursuant to the following:

A. The Developer demonstrates that the Request will not delay the time for delivery of required public improvements, and other conditions and commitments required by this site plan approval, including but not limited to: a) publicly maintained utilities, road, street, and/or other transit-related items and public open space (the “Public Improvements”); and b) any other contributions or commitments required in return for approval of bonus density and/or building height (the “Bonus Density Contributions”).

B. The Developer agrees that any Request which would alter the timing of construction-related permits must not conflict with the requirements in any other approvals related to the implementation of this site plan, including but not limited to ordinances of vacations and encroachments.

C. The Developer agrees that any Request must detail: a) how the timing of permits would be revised; and b) a revised schedule for providing all related Public Improvements and Bonus Density Contributions pursuant to the Request, if approved.

Upon approval of such Administrative Change application, the revised conditions relating to the timing of permits shall become part of these conditions.

59. **Glebe Road Parking (Life of Site Plan)**
The developer agrees to coordinate and submit a parking feasibility study to VDOT as well as coordinate and install parking spaces and associated multi-space parking meters along the east side of Glebe Road along the project frontage prior to First Certificate of Occupancy for Tenant Occupancy, as shown on the final engineering plans as approved by the County Manager. If the Zoning Administrator determines that all other conditions for the Master Certificate of Occupancy have been met and Arlington County or VDOT have not approved the installation of parking spaces, the developer has no further obligation under this condition.

60. **Public Space Easements (Life of Site Plan)**
The Developer agrees, in accordance with the conditions set forth herein, to grant permanent surface Public Use and Access Easement(s) (“Public Access Easement(s)” to the County Board of Arlington County, Virginia for the benefit of the County and the public at large. The Public Access Easement(s) shall provide public use and access to areas shown on the Exhibit entitled “Easements for Public Space Within the Ballston Quarter Development” dated November 10, 2015 and prepared by VIKA (“Easement Exhibit”). The Public Access Easement(s) are identified individually, and the spatial area...
generally depicted, on the Easement Exhibit and designated thereon as follows (and collectively herein, sometimes called “Public Access Easement Area(s)”):

A. Retail Center interior space providing pedestrian use and access through the Mall Project between Wilson Boulevard and N. Glebe Road on Level One;
B. Vertical and horizontal circulation core consisting of doorways, elevators, stairs, and escalators for pedestrian use and access among the Retail Center and the Ballston Parking Garage on the Mall Concourse, Level One, Level Two and Level Three.
C. Pedestrian Bridge from the right of way line of Wilson Boulevard back through the Mall Project connecting Mall Two to the building adjacent to the north identified as 4201 Wilson Boulevard.
D. Exterior West Plaza of the Mall Project 
E. Exterior East Plaza of the Mall Project and the Residential Project
F. Exterior Mews of the Mall Project and the Residential Project
G. Randolph Street Interior Corridor of the Residential Project

The final locations of the Public Access Easement Area(s) may change from the Easement Exhibit, but such locations shall be in accordance with the approved final building plans.

The Developer agrees to construct, improve, and landscape (as applicable) the Public Access Easement Area(s), as shown on 4.1 plans dated November 14, 2015 and October 5, 2015 and made a part of the public record on November 17, 2015.

Final landscape design, specifications, and installation of the West Plaza, East Plaza and Mews shall be subject to approval by the County Manager as part of the Final Landscape Plan. Construction and landscaping of these, and all Public Access Easement Areas, shall be completed and accepted by the County prior to the granting to and acceptance by the County Board of the Public Access Easement(s). Granting and acceptance of the Public Access Easement(s) shall be completed prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for any tenants at any location(s) in the Mall and the Residential Retail (excluding any tenant occupying the Mall Project immediately before, or at the time of, commencement of construction of the amended Site Plan which tenant is to remain or relocate within the Mall Project.)

The Public Access Easement(s) shall be granted by deed, in substance and form acceptable to the County Manager and in form acceptable to the County Attorney. The deed shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County.

The Developer agrees, at its sole cost and expense, to provide, at all times, for the continued care, cleaning, maintenance, repair, replacement and installation of the Public Access Easement Area(s) and all improvements contained, in whole or in part, within the Public Access Easement Area(s), including, but not limited to concrete, bricks, masonry, stone work, sidewalks, pathways, hallways, lighting, trash and recycling receptacles, steps, staircases, elevators, escalators and any other fixtures and improvements, if any.
shown on the final site development and landscape plans. In addition, for all outdoor spaces within the Public Access Easement Area(s), the Developer shall provide, at its sole cost and expense, for all snow and ice removal.

The Deed (“Deed(s)” for the Public Access Easement(s) shall:

a. Provide that all Public Access Easement Area(s) shall be open for public use and access twenty-four hours a day, seven days a week.

a. Provide that outdoor café seating may be permitted within the Public Access Easement Area(s) as shown on the Final Landscape Plan as approved by the County Manager.

b. Provide that no motorized vehicles, other than emergency vehicles, wheelchairs, or similar apparatus for persons with mobility impairment, and no bicycles, skateboards, roller skates, roller blades, scooters or similar non-motorized vehicles shall be operated in the Public Access Easement Area(s).

c. Provide that the County, its contractors and agents, and the public at-large, shall at all times, have full and free use of the Public Access Easement Area(s) for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise and use of the Public Access Easement(s), including, but not limited to, the right to access to and from the Public Access Easement(s); and the right to use the adjoining land of the developer where necessary, provided however, that this right to use the adjacent land shall be limited to that use necessary for the County, its contractors and agents, to repair or maintain the Public Access Easement Area(s) should the Developer fail to do so promptly after notice from the County, and further this right to use the adjacent land shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land unless otherwise provided in such Public Access Easement(s).

d. Provide that the Developer shall provide, at its sole cost and expense, for the continued care, cleaning, maintenance, repair, replacement and installation of the Public Access Easement Area(s) and all improvements contained within the Public Access Easement Area(s), including, but not limited to concrete, bricks, masonry, stone work, sidewalks, pathways, hallways, lighting, trash and recycling receptacles, benches, seating, tables, steps, staircases, elevators, escalators, landscape, hardscape and any other fixtures or improvements, if any, shown on the final site development and landscape plans. In addition, the developer shall be responsible, at its sole cost and expense for snow and ice removal in the Public Access Easement Area(s).

e. Provide that upon written request of the Developer to the County Manager, stating the proposed time period, spatial area(s) and the reasons for such request, and with the written approval of the County Manager, not to be unreasonably
withheld, the Public Access Easement Area(s), or portion thereof, may be temporarily restricted or prohibited for limited times and limited purposes (e.g., for maintenance, repair, or special events).

f. Provide that the Developer shall, at all times, remove or cause to be removed all trash and debris in the Public Access Easement Area(s).

g. Permit the installation, by the Developer, within the Easement Area, of benches, seating, steps, sidewalks, pathways, hallways, tables, shade umbrellas, elevators, escalators, stairways, trash and recycling receptacles, lighting, walls, landscape features and, hardscape features and other fixtures and improvements, all as depicted on the approved final landscape and final development plans.

h. Provide that the Developer may use the Public Access Easement Area(s) in any manner that is not inconsistent with the terms of the Deed(s) or inconsistent with the use of the Public Access Easement(s) for the purposes named therein.

i. Provide that the Developer may restrict or prohibit the following activities from the Public Access Easement Area(s): (1) soliciting; (2) vending; (3) any activity that violates the Noise Control Ordinance of Arlington County, Virginia; and (4) any activity which blocks or otherwise interferes with the use and enjoyment of the Public Access Easement Area by pedestrians.

j. Provide that the Developer shall indemnify and hold harmless the County Board, its elected and appointed officials, employees and agents from all liability, claims, damages, costs and expenses of whatever nature concerning or arising out of the design, construction, maintenance, repair, replacement, existence, removal, use and regulation of the Public Access Easement Area(s), and all activities occurring, and improvements and facilities contained, therein, by the Developer, the County, or the public at large.

k. The Developer agrees that the Deed(s) shall include the consent of any lender for the project that is the subject of the site plan, the subordination of any lien or a mortgage or deed of trust and the consent of all parties and entities having any property interest, with priority in any portion of the Public Access Easement Area(s).

The Developer agrees that the Public Access Easement(s) shall include the consent of any lender for the project that is the subject of the site plan, the subordination of any lien or a mortgage or deed of trust and the consent of all parties and entities having any property interest, with priority in any portion of the Public Access Easement Area(s).

61. Pedestrian Bridge Over Wilson Boulevard (Life of Site Plan)
The Developer agrees to the following requirements for the New Pedestrian Bridge Over Wilson Boulevard:
A. **Existing Pedestrian Bridge Removal** – The Developer agrees to remove the existing pedestrian bridge located above Wilson Boulevard, which runs from the Mall Project and connects to the existing office building at 4201 Wilson Boulevard.

B. **New Pedestrian Bridge Construction** – The Developer further agrees to construct a new pedestrian bridge in the location shown on the plans dated November 14, 2015 and October 5, 2015, and reviewed and approved by the County Board on November 17, 2015 (“New Pedestrian Bridge”), prior to issuance of the First Certificate of Occupancy for Tenant Occupancy (excluding any tenant occupying the Mall Project immediately before, or at the time of, commencement of construction of the amended Site Plan, which tenant is to remain or relocate within the Mall Project.) At no cost to the Developer, the Developer agrees to obtain any necessary encroachments or vacations for the New Pedestrian Bridge before the existing bridge is removed.

The New Pedestrian Bridge shall meet the following minimum structural specifications:

1) Be at approximately the same elevation as the constructed bridge existing as of the date of this site plan approval;
2) Have a minimum 12 feet wide clear path;
3) Provide for pedestrian-scale lighting;
4) Provide coverage to reduce the impact of rain and wind; and
5) May be climate controlled, but it is not required.

C. **New Pedestrian Bridge Design** – The Developer agrees to participate in a process (as designated and approved by the County Manager) for the design of the New Pedestrian Bridge which shall be completed prior to the issuance of the Land Disturbance and Demolition Permit. The Developer further agrees to obtain the County Manager’s review and approval of the final architectural design of the New Pedestrian Bridge prior to issuance of the Final Building Permit for the Mall Project.

D. **New Pedestrian Bridge Operation and Maintenance** – The Developer shall be responsible for obtaining and completing, at no cost to the County, the design, construction and maintenance of the New Pedestrian Bridge. The Developer agrees that the New Pedestrian Bridge shall be open for public use and access twenty-four hours a day, seven days a week. The Developer agrees to grant to the County and agrees to obtain from all other persons and entities having a legal interest in the existing bridge and the New Pedestrian Bridge, for the benefit of the County and the public at large, a permanent surface public use and access easement (“Bridge Public Access Easement(s)”) covering all portions of the New Pedestrian Bridge (including both the portions inside the Mall Project and the portions from the Mall Project across Wilson Boulevard to a building known as Stafford Place I, now existing at 4201 Wilson Boulevard, RPC #14-048-012, collectively called “Pedestrian Bridge” or “New Pedestrian Bridge”). The New Pedestrian Bridge shall be inspected and approved by the County prior to the granting of the Bridge Public Access Easement(s). The Bridge Public Access Easement(s) shall be granted and accepted
by the County prior to the issuance of the First Certificate of Occupancy for Tenant Occupancy (excluding any tenant occupying the Mall Project immediately before, or at the time of, commencement of construction of the amended Site Plan, which tenant is to remain or relocate within the Mall Project.) The Bridge Public Access Easement(s) shall be granted by deed in substance acceptable to the County Manager, and in form acceptable to the County Attorney. The Bridge Public Access Easement(s) shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County, Virginia.

The Bridge Public Access Easement(s) shall:

a. Provide that the New Pedestrian Bridge shall be open for public use and access twenty-four hours a day, seven days a week.

b. Provide that no motorized vehicles, other than emergency vehicles, wheelchairs or similar apparatus for persons with mobility impairment, and no bicycles, skateboards, roller skates, roller blades, scooters or similar non-motorized vehicles shall be operated on the New Pedestrian Bridge.

c. Provide that the County, its contractors and agents, and the public at-large, shall at all times, have full and free use of the Bridge Public Access Easement(s) area(s) for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise and use of the Bridge Public Access Easement(s), including, but not limited to, the right to access to and from the Bridge Public Access Easement(s); and the right to use the adjoining land of the developer where necessary, provided however, that: this right to use the adjacent land shall be limited to that use necessary for the County, its contractors and agents, to repair or maintain the Bridge Public Access Easement(s) area(s) should the Developer fail to do so promptly after notice from the County; and this right to use the adjacent land shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land unless otherwise provided in such Bridge Public Access Easement(s).

d. Provide that the Developer shall provide, at its sole cost and expense, for the continued care, cleaning, maintenance, repair, replacement and installation of the New Pedestrian Bridge and all improvements contained within the New Pedestrian Bridge, including, but not limited to concrete, bricks, masonry, stone work, lighting, trash and recycling receptacles, etc. to be shown on the final design of the New Pedestrian Bridge approved by the County Manager.

e. Provide that upon written request of the Developer to the County Manager, stating the proposed time period, spatial area(s) and the reasons for such request, and with the written approval of the County Manager, not to be unreasonably withheld, the New Pedestrian Bridge, or portion thereof, may be temporarily restricted or prohibited for limited times and limited purposes (e.g. for maintenance or repair).
f. Provide that the Developer shall, at all times, remove, or caused to be removed, all trash and debris removal in the New Pedestrian Bridge.

g. Provide that the Developer shall indemnify and hold harmless the County Board, its elected and appointed officials, employees and agents from all liability, claims, damages, costs and expenses of whatever nature concerning or arising out of the design, construction, maintenance, repair, replacement, existence, removal, existence, use and regulation of the Bridge Public Access Easement(s) area(s) and all activities occurring, and improvements and facilities contained therein, by the Developer, the County, or the public at large.

The Developer agrees that the Bridge Public Access Easement(s) shall include the consent of each lender for the project that is the subject of the site plan, the subordination of any lien or a mortgage or deed of trust and the consent of all parties and entities having any property interest in the New Pedestrian Bridge and the properties abutting both ends of the New Pedestrian Bridge, with priority in any portion of the New Pedestrian Bridge. Upon completion of the New Pedestrian Bridge, the Developer shall record a Deed, Agreement or other binding legal instrument indicating each entity which owns or has a legal interest in, including the type of legal interest and the special area thereof, in the New Pedestrian Bridge.

E. In the event the Developer is not able to come to agreement with all of the entities with a legal interest in the existing pedestrian bridge for the existing bridge removal, new bridge design, new bridge construction, any encroachment/vacation necessary for the New Pedestrian Bridge and the Bridge Public Access Easement(s) over the New Pedestrian Bridge, then the Developer shall not proceed with the existing bridge removal or any other aspects of the site plan. The Developer shall insure, by recorded deed or other instrument acceptable in substance to the County Manager and subject to approval as to form by the County Attorney, that public use and access to the New Pedestrian Bridge shall be available, from the abutting property owners, to the County and the public at large, for at least such times as Metro is operating.

62. **Ballston Parking Garage Improvements (Life of Site Plan)**
The Developer agrees to construct improvements to the garage elevator lobbies and pedestrian circulation from the Ballston Parking Garage to the Mall Project. These improvements shall be completed prior to issuance of the First Certificate of Occupancy for Tenant Occupancy.

63. **Vertical Circulation Core (Life of Site Plan)**
Modifications to the design of the vertical circulation core provided between the Mall Project, Ballston Parking Garage and the Kettler Iceplex may be reviewed and approved by the Zoning Administrator through an Administrative Change request to the extent that it is determined that such modifications are:
a. Required to meet compliance with Building Code; and
b. Do not significantly alter the overall design shown on the plans dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board on November 17, 2015.

For purposes of permitting the Zoning Administrator to make a determination, significant changes are herein defined as those which would alter materials, placement and location of features such as the atrium, elevators, stairs and/or escalators, and the circulation pattern and nature of accessibility between the building structures. All other changes shall require a Site Plan Amendment.

If necessary, the Developer agrees to grant a perpetual access easement to the County for the purpose of providing for egress from the set of stairs shown at the third level connection between the Mall Project and immediately adjacent garage. The language of the easement shall be agreed upon between the Developer and the County and recorded prior to the issuance of the Land Disturbance and Demolition Permit.

64. **Fulfillment of Conditions by Others (Life of Site Plan)**

Improvements and requirements set forth in these Conditions shall be the responsibility of the Developer. If however, certain improvements required in these conditions are pursued with the completion of adjacent development by others, the Developer shall submit to the Zoning Administrator in a form and substance that he/she finds satisfactory, documentation that the condition requirement has been completed.

65. **Modification of Existing Tenant Spaces**

The existing retail spaces may be modified or altered to facilitate the redevelopment or relocation of existing tenants who are to remain on-site during construction. Such modifications may be made without the necessity of filing an application to amend the Site Plan so long as the density is not increased with such modifications or alterations. Further, the developer agrees to notify the County Manager prior to making exterior modifications of existing tenant spaces for redevelopment or relocation purposes but not for interior alterations. Such modifications or alterations shall be reviewed and approved through an Administrative Change request by the Zoning Administrator.

66. **Existing Tenant Certificates of Occupancy**

Throughout these conditions, the use of the term “Certificate of Occupancy for Tenant Occupancy” is intended to apply only to new tenants and shall not be applicable to existing tenants as of the date of approval of this site plan who are to remain or may be relocating within the project as part of the site plan amendment. This includes use of the term with other words such as First, Partial, Last or otherwise.
Attachment A
In-Building First Responder Network Definitions and Testing Protocol

Definitions
As used in the standard site plan condition entitled “Developer Installation of In-Building First Responder Network”, unless the context requires a different meaning:

“alarm reporting” means an SNMP (Simple Network Management Protocol)-based monitoring system that sends notifications of faults or diminished performance.

“dedicated communications conduit” means conduit assigned to contain only the fiber optic cable used for public safety communications;

“dedicated backup power” means a secondary source of power, whether from battery or emergency generator, supplying automatically when the primary power source is lost, continuously operational for no less than 12 hours and, if from a battery, charging itself automatically in the presence of an external power input and contained in a NEMA 4 enclosure;

“donor antenna” means a bi-directional antenna mounted to the roof of a building interconnected to optical signal conversion and distribution equipment;

“fiber distribution equipment” means one or more modules capable of converting optical signals into radio frequency signals for distribution to all interconnected omni-directional antennas;

“head-end equipment” means one or more modules capable of receiving radio frequency signals from a donor antenna, amplifying the radio frequency signals, and converting the radio frequency signals into optical signals for distribution via fiber optic cable to all fiber distribution units throughout the building and are contained in a NEMA 4 enclosure;

Testing Protocol
When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system “the system” tested to ensure that two-way coverage on each floor of the building reveals a minimum signal strength of -95 dBm in 95 percent of the building’s area. In addition, the quality of radio signal should be no less than Delivered Audio Quality (DAQ) 3.4 as defined by the Telecommunications Industry Association (TIA). The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal areas.

2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the County.

3. The test shall be considered failed if more than two nonadjacent grid areas do not meet the signal strength requirements.
4. **In the event that three nonadjacent areas fail the test, in order to be more statistically accurate, the floor shall be divided into 40 equal areas. The test shall be considered failed if more than four nonadjacent grid areas do not meet the signal strength requirements. If the system fails the 40-area test, the system shall be modified to meet the 95 percent coverage requirement.**

5. **A test location approximately in the center of each grid area shall be selected for the test. The radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail. Prospecting for a better location within the grid area shall not be allowed.**

6. **The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file within the building so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the developer shall be required to rerun the acceptance test to reestablish the gain values.**

7. **As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure false oscillations are not being generated by the subject signal booster.**

8. **The antennas, cable, and other passive components of the system shall be rated to operate at least between 400MHz and 5.0 GHz.**

The **minimum qualifications of the system designer, tester and lead installation personnel shall include:**

   a. **A valid FCC-issued General Radio Operators License; and**

   b. **Certification of in-building system training issued by a nationally recognized organization or school or a certificate issued by the manufacturer of the equipment being installed.**

   **Personnel may be exempt from these requirements upon successful demonstration of adequate skills and experience satisfactory to the County Manager or designee.**
ARLINGTON COUNTY, VIRGINIA
SITE PLAN AMENDMENT ORDINANCE (Residential Project)

WHEREAS, the existing development on the site is both identified in plans and policies as, and was initially built and designed to function as the commercial core of the surrounding neighborhood around which other commercial and residential development is planned;

WHEREAS, the existing commercial development was and continues to be recognized as the foundation for development in the Ballston area and is essential to its long term sustainability;

WHEREAS, the existing regional shopping center no longer viably functions as envisioned in area plans and policies, as a catalyst for development and redevelopment, and is in a precipitous and inevitable state of decline, as evidenced by long-term decrease in service-commercial sales tax revenue and vacancy rates despite long-term efforts by the property owner to maintain its vitality;

WHEREAS, continued decline or loss of the regional shopping center would invariably lead to a reduction or entire cessation of investment in, and resulting decline in, the surrounding commercial and residential area;

WHEREAS, maintaining the vitality of the mall was and remains a core element of the Ballston Sector Plan, Rosslyn to Ballston Retail Action Plan as updated by the Arlington County Retail Plan;

WHEREAS, improvements to the regional shopping center are fundamental to the realization of the County’s land use and planning goals for continued development in Ballston;

WHEREAS, an application for a Site Plan Amendment dated June 11, 2015, for Site Plan #193, was filed with the Office of the Zoning Administrator; and
WHEREAS, the Planning Commission held a duly advertised public hearing on that Site Plan on November 4, 2015 and recommended that the County Board approve it, subject to numerous conditions and has provided a letter dated November 10, 2015; and

WHEREAS, as indicated in Staff Report[s] prepared for the November 14, 2015, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to all previous conditions applicable to the building at 4100 Wilson Boulevard only, as revised and set forth below and in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on November 14, 2015, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan:

- Includes substantial improvements to the mall, an associated office building and proposed residential building that will further stimulate revitalization and successful development in Ballston;

- Incorporates an urban design and form that activates the street within and around the subject property with pedestrian activity, transparency and streetscapes consistent with the Master Transportation Plan and other plans for the area;

- Contributes to place-making for the Metro station area and surrounding neighborhood;
• Substantially complies with the character of master plans, officially approved
neighborhood or area development plans, and with the uses permitted and use regulations
of the district as set forth in the Zoning Ordinance and modified as follows:
  o 174 residential units and 66,475 square feet retail GFA bonus density;
  o 6 stories of bonus height;
  o 14,560 square feet of gross floor area exclusions from density calculations;
  o 0.70 residential parking ratio and 0 spaces of retail parking;
  o Residential amenity uses in the penthouse and a pool on the roof; and
  o Other modifications necessary to achieve the proposed development.
• Functionally relates to other structures permitted in the district and will not be injurious
or detrimental to the property or improvements in the neighborhood; an
• Is so designed and located that the public health, safety and welfare will be promoted and
protected.

NOW THEREFORE, BE IT ORDAINED that, as originally approved on May 18, 1982,
pursuant to an application for Site Plan #193, and as such application has been modified, revised,
or amended to include the drawings, documents, conditions and other elements designated in
Condition 2 below (which drawings, etc… are hereafter collectively referred to as “Revised Site
Plan Application”), for a Site Plan Amendment to modify the approved parking ratio for the
parcel of real property known as RPC# 14-059-028 and a portion of 14-059-035 and 4100
Wilson Boulevard, approval is granted and the parcel so described shall be used according to the
Site Plan as originally approved on May 18, 1982, as shown in the records of the Office of
Zoning administration, and as amended from time to time and as amended by the Revised Site
Plan Application, subject to all previously-approved conditions (#1 through #37 as approved in
The applicant is providing the features, design elements, uses, services or amenities called for in these conditions in return for approval to use a building and property that has density and other benefits not permitted by right in the district as follows:

Note: Where a particular County office is specified in these conditions, the specified office includes any functional successor to that office. Where the County Manager is specified in these conditions, “County Manager” includes the County Manager or his/her designee. As used in these conditions, the term “Developer” shall mean the owner, the applicant, and all successors and assigns.

The general sequence of permits is as follows: Demolition Permit; Land Disturbance Permit; Excavation, Sheeting and Shoring Permit; Footing to Grade Permit; and Final Building Permit. In the event that the Developer does not obtain all permits separately, the Developer agrees that the requirements for all permits as set forth and/or otherwise may be modified in the conditions below will be included in the permit that is applied for up to and including those requirements set forth to be met before the permit that is being applied for has been issued. In the event that the Developer only applies for and receives a Final Building Permit, the requirements for the Demolition Permit; Land Disturbance Permit; Excavation, Sheeting and Shoring Permit; and Footing to Grade Permit must also be met prior to issuance of the Final Building Permit.

1. **Overall Compliance Requirements**
   The Developer agrees that nothing in these conditions relieves the Developer from complying with all Federal, State and/or local laws and regulations. The Developer agrees that these conditions are valid for the life of the Site Plan. The Developer agrees to paste to all site development and building permit application drawings (not including interior alteration building permits i.e. electrical and plumbing), the approved minutes of the County Board meeting at which the Site Plan or any amendment to the Site Plan was approved. The Developer also agrees that no changes to the approved post-4.1 plans shall be made in the field. Unless otherwise stated in the conditions below, all required submissions shall be filed with the Zoning Office.

2. **Site Plan Compliance and Expiration**
   A. **Compliance (Life of the Site Plan)** The Developer agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1, and the revised plans dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board as part of the Site Plan approval (as used in these conditions, the term “Site Plan” shall refer to the approved special exception SP #193) and made a part of the public record on November 17, 2015, including all renderings, drawings, and presentation boards presented during public hearings,
together with any modifications proposed by the Developer and accepted by the County Board or vice versa, except as specified in the conditions below.

B. **Expiration (Footing to Grade Permit)** If a Footing to Grade Permit has not been issued for the first building to be constructed pursuant to the approved Site Plan, then this Site Plan approval expires on **November 30, 2018** unless otherwise extended by the County Board. Extension of this approval shall be at the sole discretion of the County Board. The Developer agrees that this discretion shall include a review of this Site Plan and its conditions for their compliance with then current County policies for land use, zoning and special exception uses. Extension of the Site Plan is subject to, among other things, inclusion of amended or additional Site Plan conditions necessary to bring the plan into compliance with then current County policies and standards together with any modifications proposed by the owner and accepted by the County Board or vice versa.

3. **Post-County Board 4.1 Filing (Demolition and Land Disturbance Permits)**

   A. **(Demolition and Land Disturbance Permits)** The Developer agrees to file four copies of a Site Plan and the Site Plan Specification Form called for in Administrative Regulation 4.1 within 90 days of the County Board approval, and before issuance of the Land Disturbance Permit or Demolition Permit. The Developer also agrees to submit four digital copies on compact disc, including final Site Plan drawings (JPEG, PDF, DWF, and DXF formats), color images of all renderings and photos of presentation boards (JPEG and PDF formats), and PowerPoint presentations (PPT format) shown to the County Board, including any changes made during the County Board meeting, of the approved 4.1 plans. The submittal shall comply with the final approval of the County Board and with Administrative Regulation 4.1. No permits shall be issued for this Site Plan until the post-County Board 4.1 filings have been approved by the County Manager.

   B. The Developer agrees to show on the post-4.1 plans:

      1) Existing traffic signal system infrastructure, e.g., poles, meters, controller cabinets, and indicate on the plans if any part of the system will be moved and to where it is proposed to be moved.

      2) The location of intake and exhaust garage ventilation grates.

   C. The Developer agrees that no changes to the approved post-4.1 plans shall take place in the field. The Developer agrees to obtain the Zoning Administrator’s review and approval of all post-4.1 plan changes, who will determine whether the changes are acceptable, need an administrative change, or require site plan amendment approval.

4. **Site Plan Conditions Review Meeting (Demolition and Land Disturbance Permits)**

   The Developer agrees to request and attend, along with its construction team, a Site Plan Conditions Review Meeting coordinated by the Zoning Office prior to the issuance of any permits for the Site Plan. The meeting is intended to inform the Developer of the following: 1) requirements of each of the Site Plan conditions that apply to the approved
Site Plan; 2) the general process and contacts for obtaining permits, including plan review and approval and overview of associated Site Plan compliance requirements; and 3) the potential need to attend additional pre-permit and pre-construction meetings coordinated by the Inspection Services Division (ISD) and the Department of Environmental Services (DES). This meeting may occur independent of, or together with the meeting required by this Site Plan Condition #4 for the separate site plan amendments to SP #193 associated with the office renovation (“Office Project”) and mall renovation (“Mall Project”).

5. Multi-Building Phasing Plan (Demolition and Land Disturbance Permits)
For multi-building Site Plans, the Developer agrees to obtain approval of the County Manager of a phasing plan (“Phasing Plan”), setting forth each defined phase (“Phase”) of the Site Plan, prior to the issuance of any Demolition and Land Disturbance Permits, and to implement the approved Phasing Plan. The Developer agrees that it shall comply with the site maintenance requirements outlined in Condition #13 below as part of the Phasing Plan. Improvements required by this Site Plan condition shall be constructed in phases, consistent with the approved Phasing Plan. Any changes in the project phasing shall require a new Phasing Plan approved by the County Manager prior to the issuance of any subsequent permits for the project. The conceptual phasing plan included on Sheet C-13 of the drawings dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board on November 17, 2015 also includes phases and improvements associated with the Office Project and Mall Project. Phases that are specific to and required by this Site Plan shall be identified in further detail in this Phasing Plan.

6. Tree Survey, Tree Protection Plan, and Tree Protection Bond (Demolition and Land Disturbance Permits)
A. (Demolition and Land Disturbance Permits) The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbance Permits:
   1) Tree Survey. Complete a tree survey which meets the standards set forth below in subparagraph C, Tree Protection and Tree Protection Plan Standards.

   2) Tree Protection Plan. Submit to, and obtain the County Manager’s review and approval of a tree protection plan for those trees identified on the tree protection plan to be saved according to the standards set forth below in paragraph C, Tree Protection and Tree Protection Plan Standards.

   3) Bond Estimate. Upon approval of the tree protection plan, the Developer agrees to submit to and obtain the Department of Parks and Recreation’s (DPR) review and approval of, a bond estimate for the trees to be saved based upon Arlington County’s Tree Replacement Formula or an amount approved by the County Manager. The Developer agrees to protect all trees designated to be saved on the tree protection plan, and those specified to be saved by the approved Site Plan and shown on any filing in connection with this Site Plan.

   4) Bond. Upon approval of the bond estimate by the County Urban Forester, the Developer agrees to submit to DPR a bond, in the form of cash or letter of credit in the approved amount of the estimate, and the approved tree protection plan.
B. Tree Replacement and Tree Replacement Bond for Preservation of Trees on Developed or Adjacent Property (Post Master Certificate of Occupancy Permit)

1) **Tree Replacement.** Unless otherwise specified, any tree required to be saved pursuant to this condition, which dies, as determined by the County’s Urban Forester, prior to or within three (3) years of the issuance of the Master Certificate of Occupancy, shall be removed and replaced by the Developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement Guidelines. Failure to provide the required number of replacement trees on site shall cause default of the Tree Protection Bond. The County shall draw from the Tree Protection Bond the bonded amount for each dead or removed tree not adequately replaced. All funds drawn from the bond shall be placed in the County’s Tree Canopy Fund.

2) **Final Inspection & Bond Release.** The Developer agrees to request a final inspection of all trees required to be preserved, consistent with the approved Tree Protection Plan, three (3) years after the issuance of the Master Certificate of Occupancy. The bond will be released upon satisfaction of all tree protection requirements, including preservation of protected trees.

C. Tree Protection and Tree Protection Plan Standards

1) The tree survey shall show existing conditions of the site and locate and identify all trees which are three (3) inches in diameter or greater. The survey shall include any tree on adjacent sites whose critical root zone extends onto the subject site.

2) The tree protection plan will designate any trees proposed to be saved by the Developer. This plan shall include any tree on adjacent sites whose critical root zone extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites. At a minimum, this plan shall include:

   a. A site grading plan at two (2) foot intervals, including the location of all proposed improvements and utilities.

   b. Detailed specifications for any tree walls or wells proposed.

   c. A description of how and where building materials and equipment will be stored, and a description and map of construction travel routes, during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.

   d. Identification of tree protection measures and delineation of placement of tree protection.
e. The location of all construction trailers, if any, within any tree protection areas.

7. **Location of Construction Trailers (Demolition and Land Disturbance Permits)**

The Developer agrees to submit a construction trailer plan, which shall show the location of construction trailers, prior to the issuance of the Demolition and Land Disturbance Permits, and prior to locating any trailers on the site. The plan may show construction trailers located within the setback area as long as they are not located in the vision obstruction area or tree protection area. The plan shall show the location of construction staging and include the “Construction Hauling Route Plan”. The Developer may submit the construction trailer plan for review by both Zoning and DES prior to approval of the plan by Administrative Change by the Zoning Administrator. If all construction trailers for the project are shown on the Tree Protection Plan (Condition #6.A) above), then that Plan can be used to satisfy this condition’s submittal requirements, provided it has been reviewed and approved as set forth herein. Construction trailers and field offices may be permitted above the covered walk structure, subject to review, approval and permitting through DES.

8. **Photographic Record of Development (Demolition and Land Disturbance Permits)**

A. The Developer agrees to produce and submit to the Zoning Administrator a photographic record of development, starting with a record of the site as it appears before demolition is begun, including photographic records during construction, and ending with a photographic record of the development as it appears after completion of construction, for placement in the Arlington County Library Community Archives. These submissions shall comply with the standards provided in subparagraph B below.

The photographic record shall include photos taken at the following points in construction, and photos shall be submitted before issuance of the permit specified in each sub-paragraph below:

1) **(Demolition and Land Disturbance Permits)** Before issuance of the Demolition and Land Disturbance Permits for the site – Views of north, south, east and west facades, as location permits, of buildings to be demolished, as well as at least one photo of the site before any clearing or grading including the existing physical relationship with adjacent buildings and streets. The photographic record shall also include all historic aspects of the facades of the building to be demolished, consistent with the requirements described in Condition #34 below.

2) **(Footing to Grade Permit)** Before issuance of the Footing to Grade Permit – Photos of Site Clearance: Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.

3) **(Shell and Core Certificate of Occupancy)** Before issuance of the Shell and Core Certificate of Occupancy – Photos of Construction Phase: At a minimum,
views of the site during excavation, upon construction of the first floor above grade, at topping out, and during the exterior cladding phase.

4) **(Master Certificate of Occupancy)** Before issuance of the Master Certificate of Occupancy – Photos of Site Completion: north, south, east and west facades of completed building or buildings, as well as at least one view of completed project in context of adjacent buildings and streets. Photographs on compact disc must be submitted in addition to print copies of photographs and the photo contact sheet.

**B. Photographic Record of Development Submittal Standards**

All photographic records can be either color or black and white. Submission of a photo contact sheet and 8” x 10” prints on photographic paper shall be the minimum acceptable standard. Photographs on compact disc, print copies of the photographs, and the photo contact sheet, must be date-stamped and submitted at the end of the project prior to the issuance of the Master Certificate of Occupancy.

9. **Construction Related Measures (Demolition and Land Disturbance Permits)**

A. **Maintenance of Traffic Plans**

1) All Maintenance of Traffic Plans (MOT) for this site plan shall include the hours permitted for construction activities in the public right-of-way. Construction activity within the public right-of-way may occur between 9:00 a.m. and 3:30 p.m., Monday through Friday and/or between 10:00 a.m. and 6:00 p.m. on weekends and holidays. Construction activity within the public right-of-way shall not occur between 6:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:30 p.m., Monday through Friday. The foregoing construction hours may be modified by the County Manager if he/she finds that, 1) for right-of-way improvements required by the site plan, construction activity must be constructed outside the hours stated above in order to avoid disruption of traffic or other transportation systems; or 2) the construction activity requires certain utility work and/or street closures outside the hours stated above. “Holidays” are defined as New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving and Christmas. The Developer agrees to place a minimum of one sign per street front around the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours. The Developer agrees to maintain a lighted and protected 5-foot minimum clear width pedestrian access along Wilson Boulevard and N. Randolph Street adjacent to the site throughout construction. Exceptions may be made during an emergency as defined in Condition #12.C, when Inspection Services Division has determined that pedestrian access adjacent to the site should be limited for safety reasons, and/or for such limited periods as are unavoidable for utility upgrades or construction of the sidewalk along Wilson Boulevard and N. Randolph Street. The Developer shall have the option to relocate the existing bus stop further south on N. Randolph Street. The final location and duration of the bus stop relocation shall be as shown on the Maintenance of Traffic Plans approved by the County Manager.
2) The Developer agrees to submit one (1) copy of each approved Construction Hauling Route Plan to the Zoning Administrator. Copies of plans or maps shall also be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project.

3) The Developer agrees to provide one (1) copy of each approved Construction Hauling Route Plan to the Ashton Heights, Ballston Virginia Square, Bluemont, and Buckingham Civic Associations and the Ballston Business Improvement Corporation, one (1) copy to the Arlington County Police Department, and provide documentation of these submissions to the Zoning Administrator.

B. Maintenance of Street Surfaces. The Developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the Developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The Developer agrees to ensure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the Developer, the Developer’s contractors, or private utility companies for work associated with this Site Plan. The Developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. The term “significant portion of a road” is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet in length or 100 square feet in size. This condition is in addition to any other conditions in this Site Plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction. All temporary street patching shall be performed per Arlington County Construction Standards and Specifications.

C. Temporary Lighting Plan. During construction the Developer agrees to provide adequate temporary lighting for roadway users, including pedestrian and vehicular traffic, along all frontages of the site, including the interiors of covered pedestrian walkways. Lighting levels shall conform to minimum luminance levels approved by the County, based on the Arlington County Traffic Signal and Streetlight Specifications. A temporary lighting plan shall be submitted and approved prior to issuance of the Demolition and Land Disturbance Permits. Lighting shall be turned on between dusk and dawn 7 days a week. Any high-intensity overhead lighting, such as lighting placed on construction cranes, shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. The approved temporary lighting plan shall be implemented prior to issuance of the Excavation Sheeting and Shoring Permit and prior to the shut-down or removal of any existing lighting and operated from implementation until lighting fixtures as approved in Condition #19 are in place and operational around the perimeter of the site.
D. Off-Street Parking for Construction Workers (Demolition and Land Disturbance Permits)

The Developer agrees to develop and submit to the Zoning Administrator a plan for off-street parking for construction workers prior to the issuance of the Demolition and Land Disturbance Permits. The Developer agrees to obtain the review and approval by the Zoning Administrator of such plan prior to the issuance of the Excavation, Sheet ing and Shoring Permit. The Developer agrees that the plan shall provide for off-street parking and shall be provided for all construction workers, including subcontractors, without charge to the workers. In lieu of providing parking, the Developer may provide a subsidy for the construction workers in order that they may use Metro, provide a van for van pooling, or use another established method of transportation to provide for construction workers to arrive at the site. The Developer agrees to implement the approved plan throughout all phases of construction on the project. If the plan is found to be either not implemented or violated during the course of construction, a notice to correct the violation will be issued to the Developer. If the violation is not corrected within ten (10) days, appropriate enforcement actions will be taken in accordance with Article 17 of the Zoning Ordinance. The Developer agrees that the plan shall include the following:

1) The location of the parking to be provided at various stages of construction.

2) The number of parking spaces that will be provided at various stages of construction.

3) The number of construction workers that will be assigned to the work site at various stages of construction.

4) Mechanisms which will be used to encourage the use of Metro, carpooling, vanpooling, and other similar efforts.

5) The location on the construction site at which information will be posted regarding Metro schedules and routes, bus schedules and routes, and carpooling and vanpooling information.

6) The contact person responsible for communicating parking and transportation options to workers.

10. Residential Relocation (Demolition and Land Disturbance Permits)

Intentionally Omitted.

11. Retail Relocation (Demolition and Land Disturbance Permits)

The Developer agrees to submit to and obtain review and approval from the Zoning Administrator evidence of compliance with the terms of this condition prior to the issuance of the Demolition and Land Disturbance Permits. The Developer agrees that such evidence of compliance shall first be reviewed and approved by Arlington
Economic Development (AED) prior to submission to the Zoning Administrator. The
Developer agrees to provide the following relocation assistance to retail tenants under
lease as of the date of the approval of the proposed Site Plan:

A. The Developer agrees to keep all retail tenants informed of the redevelopment
schedule by providing periodic updates with regard to material changes in the
development program for the site, including the phasing of the project, anticipated
schedules for eviction, construction and occupancy, and any anticipated material
impacts on the tenants while they remain on the site, such as test borings, construction
signs and fencing, asbestos removal, disruptions to customer parking and pedestrian
paths, and the like.

B. The Developer agrees to refer, in writing, all retail tenants identified during the public
review process to AED for information on available commercial space in the County,
business counseling services, appropriate business workshops, and assistance in
leasing. A copy of the correspondence shall be provided to AED as part of the
evidence of compliance with this condition, prior to submission to the Zoning
Administrator.

C. Except for provisions in any lease to the contrary, the Developer agrees to maintain
the site, structures and systems in good repair and in a businesslike appearance until
the last retail tenant vacates or until the notice to vacate expires, whichever comes
first.

12. **Community Outreach During Construction (Demolition and Land Disturbance Permits)**
The Developer agrees to comply with the requirements of this condition prior to the
issuance of the Demolition and Land Disturbance Permits, and to remain in compliance
with this condition until the Master Certificate of Occupancy is issued.

A. **Community Liaison.** The Developer agrees to identify a person(s) who will serve as
liaison to the community throughout the duration of construction. This individual
shall be on the construction site or readily accessible throughout the hours of
construction, including weekends. The name, e-mail address and telephone number
of the individual(s) shall be provided in writing to residents, property managers and
business owners whose property abuts the site (including the Ashton Heights,
Ballston Virginia Square, Bluemont and Buckingham Civic Associations and the
Ballston BID and_______________ Homeowners Association), and to the Zoning
Administrator, and shall be posted at the entrance of the project.

B. **Community Meeting.** Before commencing any clearing or grading of the site, the
Developer agrees to hold a community meeting with those whose property abuts the
project to review the Construction Hauling Route Plan, location of construction
worker parking, plan for temporary pedestrian and vehicular circulation, and hours
and overall schedule for construction. The Zoning Administrator and the Arlington
County Police representative must be notified in advance of the meeting date once the
community meeting dates/times are established. The Developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting.

C. **Temporary Closures of Any Traffic Lanes (Demolition and Land Disturbance Permits – 7 days in advance of street closures)** The Developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, e-mail) at least seven calendar days in advance of any street closure, except in the case of an emergency, of more than one hour duration on any street. “Emergency” street closures may include, but not be limited to, those relating to rupture or potential rupture of a water or gas main, unsecured building façade, or similar unforeseeable public danger. “Emergency” street closures shall not include closures for setting up or dismantling of a crane, exterior building construction, materials deliveries, utilities work, or similar situations.

D. Throughout construction of the project, the Developer agrees to advise abutting property owners in writing of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.

13. **Construction Site Maintenance Agreement (Demolition and Land Disturbance Permits)**

A. **Approve Agreement (Demolition and Land Disturbance Permits)** The Developer agrees to submit to and obtain the County Manager’s approval of a Construction Site Maintenance Agreement prior to the issuance of Demolition and Land Disturbance Permits, which will provide information regarding how the Developer will meet the following requirements:

1) That the site and any buildings located within it are secured and kept in a well-maintained condition throughout construction, consistent with the requirements outlined below in this condition. This shall include, but not be limited to, maintaining landscaping, keeping the grass mowed, removing litter and debris from the site, and properly disposing of recyclable materials.

2) Maintain access on the site for fire emergency vehicles including access to existing fire hydrants and fire department connections.

3) Address sites that have been cleared, but construction has either ceased for a period of time or not yet begun. The Plan shall include an interim site maintenance plan that provides details on interim landscaping, site screening and site maintenance.

4) At the end of each work day during construction of the project, any streets used for hauling construction materials and entrance to the construction site shall be free of mud, dirt, trash, allaying dust, and debris, and all streets and sidewalks adjacent to the construction site shall be free of trash and debris.
5) On-site construction activity, including, by way of illustration and not limitation, delivery of materials and equipment, except for construction worker arrival to the construction site and indoor construction activity, shall commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays, and shall commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays. Indoor construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day. The Developer may submit to the Zoning Administrator, through the 4.1 administrative change process, a request to permit construction activity during hours other than those identified above. The Zoning Administrator may approve such request only if the Developer can show that the construction activity requires certain utility work and/or street closures outside the hours stated above. “Holidays” are defined as New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving, and Christmas. The Developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours.

B. Storage of Construction Materials (Throughout Construction of the Site Plan)

The Developer agrees that storage of construction materials, equipment and vehicles shall occur only on the site. The Developer may submit a request for the County Manager’s review and approval of an off-site location, which the County Manager may approve provided that he/she finds that the storage of construction materials equipment and vehicles do not adversely impact the public health or safety of the off-site location.

C. Implement Agreement (Throughout Construction of Site Plan) The Developer agrees to implement the approved Construction Site Maintenance Agreement throughout construction of the site plan.

14. Construction and Demolition Waste (Demolition and Land Disturbance Permits) The Developer agrees to submit and obtain the County Manager’s review and approval of at least one plan for diverting from landfill disposal the demolition, construction, and land clearing debris generated by the project prior to the issuance of the permits identified in the sub-paragraphs below. The plan shall outline recycling and/or reuse of waste generated during demolition and/or construction. The plan shall outline specific waste streams and identify the means by which waste will be managed (reused, reprocessed on site, removed by licensed haulers for reuse/recycling, etc.).

A. Historic Sites (Demolition and Land Disturbance Permits) In the event the site contains a building that is identified and/or surveyed by Arlington County’s Historic Preservation Program, the Developer agrees to develop, submit, and obtain review and approval by the County Manager (Historic Preservation Program) of a plan for
the salvage and re-use or recycling of building elements and materials from the existing building(s) proposed to be demolished, prior to the issuance of the Land Disturbance or Demolition Permits. The Developer further agrees to implement such plan throughout the respective phases of construction. The Developer agrees to contact by written notice and permit the staff of the Historic Preservation Program to inspect the property and the existing building(s) to identify those historic building elements and materials to be salvaged and/or re-used. Provisions for such salvage and/or re-use shall be incorporated into the plan. The Developer agrees to contact local firms/organizations that may be interested in removing these materials without expense to the Developer prior to demolition of the buildings, and submit evidence of compliance with the terms of this condition to the County’s Historic Preservation Program staff before any demolition is initiated. If, as a result of the Developer’s efforts, there is little or no interest by local firms/organizations to remove these materials, then the Developer agrees to pay for a recycling contractor or other licensed contractor to have the identified building elements and materials that are marked for salvage and/or re-use to be removed from the building and the site.

B. Construction Waste Management Plan (Demolition and Land Disturbance Permits) The Developer agrees, prior to the issuance of the Demolition and Land Disturbance Permits, to submit and obtain review and approval by the County Manager of the construction waste management plan to divert demolition, land clearing, and construction debris generated by the project from landfill disposal and/or incineration. The County Manager will approve the plan if he/she finds it is consistent with LEED credits MR 2.1 and 2.2 (Construction Waste Management). The Developer further agrees to implement such plan throughout the respective phases of demolition and construction. Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management).

C. Updated Construction Waste Management Plan (Final Building Permit) The Developer agrees, prior to the issuance of the Final Building Permit, to submit and obtain review and approval by the County Manager of an updated construction waste management plan. The County Manager will approve the plan if he/she finds it is consistent with LEED credits MR 2.1 and 2.2 (Construction Waste Management). The Developer further agrees to implement such plan throughout the respective phases of construction. Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management).


16. Vacations and Encroachments (Demolition and Land Disturbance Permits)
A. Approval of Vacation Ordinance (Demolition and Land Disturbance Permits)
The Developer agrees to obtain approval of, and fulfill all required conditions of, all ordinances of vacation and/or ordinances of encroachment associated with and/or required to build the project, or any portion thereof, as shown on the plans referenced
in Condition #2, prior to the issuance of Demolition and Land Disturbance Permits associated with this Site Plan, or for a pertinent phase approved by the County Manager as part of the Phasing Plan required in Condition #5, except for demolition permits solely for buildings and structures not owned by the County and not located on property within which the County has an interest.

B. Obtain Vacation Ordinance (Excavation, Sheeting and Shoring Permit) Further, the Developer agrees that no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless the Developer has first, before any Excavation, Sheeting and Shoring Permit is issued: a) obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and, b) met all of the conditions of such ordinance(s). The satisfaction of the requirements of this condition may be phased provided such phasing is consistent with the Phasing Plan per Condition #5.

C. Approval of Encroachment Ordinance (Footing to Grade Permit) The Developer agrees to obtain approval of, and fulfill all required conditions of, all ordinances of encroachment associated with and/or required to build the project, or any portion thereof, as shown on the plans referenced in Condition #2, prior to the issuance of a Footing to Grade Permit associated with this Site Plan, or for a pertinent phase approved by the County Manager as part of the Phasing Plan required in Condition #5, except for demolition permits solely for buildings and structures not owned by the County and not located on property within which the County has an interest.

Developer further agrees that all ordinances of encroachment shall require the developer to take any measures required by the County to protect all utilities, if any, existing in the area of the encroachment(s) if the County determines that such utilities need to remain in use throughout the time of construction of the Site Plan.

D. Obtain Encroachment Ordinance (Footing to Grade Permit) Further, the Developer agrees that no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless the Developer has first, before any Footing to Grade Permit is issued: a) obtained an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and, b) met all of the conditions of such ordinance(s). The satisfaction of the requirements of this condition may be phased provided such phasing is consistent with the Phasing Plan per Condition #5.

17. Public Art (Demolition and Land Disturbance Permits)
The Developer agrees to either commission public art or provide a public art fund contribution as set forth below.

A. Commissioning Public Art (Demolition and Land Disturbance Permits)
Commission Professional Artist. The Developer agrees to follow the Public Art
Program Guidelines for Site Plan/Developer Projects for commissioning art on-site. The Developer agrees to commission a professional artist to create public art for a minimum cost of $75,000, inclusive of artist fees, artist travel/expenses, fabrication, transportation, and installation, but exclusive of art consultant fees, fees for coordinating with artist or with other design professionals on the project (architect, landscape architect, engineer, etc.), and other in-house costs or fees. If the commission is made more than 12 months after Site Plan approval, the minimum cost will be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U) from the date of initial County Board approval of the Site Plan to the first day of the month on which the contribution is made. The public art shall support the themes and priorities discussed in the Public Art Master Plan (adopted December 2004) and the goals of the Public Art Policy (adopted September 2000). The site owner retains ownership of the work of art and is responsible for its maintenance in perpetuity.

The Developer agrees to complete the following Public Art Requirements before the issuance of the indicated permit/milestone:

1) **Artist Approval (Demolition and Land Disturbance Permits)** The Developer agrees to obtain approval of its choice of artist from the Arlington Commission for the Arts/Public Art Committee (ACA/PAC) prior to issuance of the Demolition and Land Disturbance Permits.

2) **Art Proposal Approval (Excavation, Sheeting and Shoring)** The Developer agrees to obtain approval of the art proposal from the ACA/PAC prior to issuance of the Excavation, Sheeting and Shoring Permit.

3) **Re-submit Art Proposal if necessary (Footing to Grade)** The Developer agrees to resubmit to the County Manager if necessary, the art proposal, which shall reflect any revisions made in response to recommendations made by ACA/PAC, prior to issuance of the Footing to Grade Permit.

4) **Installation (Partial Certificate of Occupancy for top floor of building)** The Developer agrees that installation of the public art shall be completed prior to the issuance of the Partial Certificate of Occupancy that permits occupancy of any part of the top floor of the building.

In order to promote integration of the public art with other elements of the Site Plan, and to enable the County to review plans for the location of the art, the Developer agrees to represent the public art on the Final Landscape Plan, building elevation or other plan that includes the site of the art, in the normal course of submission of such plans as provided for in these Site Plan conditions. The plan(s) on which the art is represented will be determined based upon the art’s chosen location within the Site Plan.

**B. Public Art Fund Contribution (Final Building Permit)**
If the Developer chooses to make a contribution of $75,000 to the Public Art Fund to fund County-initiated public art projects in the Ballston metro/or other specified area in lieu of commissioning public art through the process set forth above, then the Developer agrees to notify the County Manager in writing, and make the total financial contribution, prior to issuance of the Final Building Permit. If the contribution is made more than 12 months after Site Plan approval, the contribution amount shall be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U), from the date of the initial County Board approval of the Site Plan to the first day of the month on which the contribution is made.

18. LEED Credits and Sustainable Design Elements (Demolition and Land Disturbance Permits)
The Developer agrees to obtain LEED credits and implement sustainable design elements in one of four ways, as described and required below:

A. For Development without Bonus Density:
   Intentionally Omitted.

B. For Townhouse Development: Green Home Choice (Final Building Permit)
   Intentionally Omitted.

C. For Development with Bonus Density for LEED Design and Construction:
   1) The Developer agrees to include a LEED® Accredited Professional (LEED-AP) as a member of the design and construction team. The Developer agrees that the team will incorporate sustainable design elements and innovative technologies into the project so that numerous project components will earn the Developer points under the U.S. Green Building Council’s LEED green building rating system. Specifically, the Developer agrees to meet the requirements for all LEED Prerequisites and to achieve at least the number of LEED credits necessary to achieve LEED certification at the Silver level using the LEED version 2009 green building rating system or a more recent version as approved by the County Manager. At least 4 points from LEED EA credit 1, “Optimize Energy Performance”, shall be included in the certification of the project.

   The Developer agrees to fulfill the following before issuance of the indicated permit:

   a. (Shell & Core Certificate of Occupancy) The Developer agrees that for residential development:
      1) ENERGY STAR label. All of the following types of appliances, fixtures, and/or building components initially installed in the residential units in the project shall have earned the U.S. EPA’s ENERGY STAR label (or an equivalent as approved by the County Manager): clothes washers, dishwashers, refrigerators, and ceiling fans. Residential units will comply with the EPA’s Advanced Lighting Package (or equivalent as approved by the County Manager). The Developer agrees to submit to the County Manager documentation sufficient to confirm that such components are
ENERGY STAR qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.

(2) WaterSense label. All the following fixtures initially installed in the residential units in the project shall have earned the U.S. EPA’s WaterSense label (or equivalent as approved by the County Manager): toilets, showerheads, and bathroom sink faucets. The Developer agrees to submit to the County Manager documentation sufficient to confirm that such components are WaterSense qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.

(3) For the commercial lighting in common areas of multifamily residential projects, (by way of illustration and not limitation, these areas include lobbies, corridors, stairwells, common rooms, fitness rooms, etc.), the Developer shall reduce the need for lighting (through daylighting where possible) and shall specify the use of energy efficient fixtures, bulbs, light sensors, motion sensors, timers, and interior design, e.g., paint color, that maximize energy efficiency in lighting. The guidelines outlined by the US Green Building Council’s LEED for Commercial Interiors (LEED-CI) credit entitled, Optimizing Energy Performance: Lighting Power shall be used toward the goal of maximizing energy efficiency in the lighting of common areas.

b. Report Submittals. The Developer further agrees to submit to the Department of Environmental Services (DES) (with notification of submission to the Zoning Office), reports prepared by the LEED-AP and documentation upon request to substantiate the report. Such reports will be submitted prior to the issuance of each of the following permits or certificates of occupancy for construction of the project (with appropriate updates as the project progresses) and will summarize the efforts to date of the inclusion of the sustainable elements within the project:

(1) Demolition and Land Disturbance Permits
(2) Excavation, Sheetin & Shoring Permit
(3) Above-Grade Building Permit
(4) Shell and Core Certificate of Occupancy
(5) Partial Certificate of Occupancy for occupancy of any part of the last floor of space
(6) Master Certificate of Occupancy

c. Site Visits (First Partial Certificate of Occupancy for Tenant Occupancy) The Developer further agrees to permit and cooperate with site visits as requested by the County Manager to verify that all LEED components as agreed to as part of this Condition #18 have been included in the project.
d. **LEED Certification (Within 90 days after issuance of Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide certification by a LEED-AP within ninety (90) days after the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued. The certification shall state that all the prerequisites and the minimum number of LEED credits, as set forth above in the reporting mechanisms, have been incorporated into the building for which the Certificate of Occupancy permit has been issued, and that, in the professional’s opinion, the project will qualify for at least a LEED Silver Certification as outlined in the 2009 version of LEED or a more recent version. The Developer also agrees to submit all appropriate documentation to the USGBC (or their designee) for review and evaluation for LEED certification.

e. **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $1,759,920 ([$80 per s.f.] x (21,999 s.f. of LEED bonus density)) prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, guaranteeing that, within twenty-four (24) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued the Developer will have received from the U.S. Green Building Council its LEED Silver certification. If the total number of LEED points earned by that date through certification is less than the number of points required to achieve the agreed upon LEED certification level, the Developer agrees that it shall automatically forfeit a percentage of the financial security as follows:

<table>
<thead>
<tr>
<th>Points missed</th>
<th>Percentage of financial security forfeited</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2</td>
<td>25%</td>
</tr>
<tr>
<td>3-4</td>
<td>50%</td>
</tr>
<tr>
<td>5-6</td>
<td>75%</td>
</tr>
</tbody>
</table>

Should the Developer miss seven (7) or more points within the twenty-four (24) month period (unless due to delay related solely to the USGBC), the Developer agrees that it shall automatically forfeit 100 percent (100%) of the security. The forfeited amount shall be paid to the County within 30 days of the date of notification either from the USGBC or the County. The Developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County.

2) **Energy Reporting (January 31st of year after issuance of Partial Certificate of Occupancy of last floor)** The Developer agrees to provide a complete ENERGY STAR Portfolio Manager report (or equivalent as approved by the
County Manager), as outlined in County guidelines entitled “Submission Requirements for Site Plans with Portfolio Manager Proffers” for the project each year for a period of ten (10) years. The first report shall be due on or before January 31 of the year following issuance of the Partial Certificate of Occupancy of the last floor of space.

3) The Developer agrees that the LEED points referenced in this condition refer to the LEED version 2009 rating system. If the Developer requests to use an updated version of LEED, then any point valuations incorporated into future updates to the LEED Green Building Rating System must be equal to or exceed the requirements outlined in the 2009 version of LEED.

4) The Developer agrees to permit the County Manager to access the USGBC records for the project, and to provide the County Manager with such authorization as may be necessary to allow such access. Should there be a dispute between the County and the Developer as to whether any sustainable element has properly been included in the development so as to qualify for the applicable number of LEED rating system points, the County and the Developer will select a mutually agreeable third-party LEED-accredited individual, or other person with substantial experience in the LEED system as approved by the County Manager, and accept the determination of that individual as to whether the project has qualified for those points. If the third-party person determines that the sustainable element has properly been included, the County will issue the permit. Such a determination shall in no way relieve the Developer of the obligation to achieve the level of certification called for in this condition.

5) The Developer agrees that all sustainable design elements and innovative technologies incorporated into the project for which the Developer earned points under the U.S. Green Building Council’s LEED green building rating system shall remain as part of the Site Plan for the life of the Site Plan. Any changes to the LEED-related building elements for which LEED points were earned shall be submitted to and administratively reviewed by the Zoning Administrator as part of an Administrative Change request, which the Zoning Administrator shall approve only if he or she finds that the change will neither reduce the level of sustainable design of the building, nor the total number of LEED points for which the Site Plan project was approved.

D. For Development with Bonus Density for LEED Design and Construction, and LEED for Existing Buildings: Operations and Maintenance Intentionally Omitted.

19. **Civil Engineering Plan (Land Disturbance Permits)**
   A. **Submission and Approval (Land Disturbance Permits)**
   1) **Submission (Land Disturbance Permits)** The Developer agrees to submit a complete set, as determined by the Department of Environmental Services, of Civil Engineering Plan for each applicable phase of the project consistent with the
approved Phasing Plan for the development, pursuant to Condition #5 above, based on the Minimum Acceptance Criteria and Guidelines dated November 1, 2014 or subsequent amended acceptance criteria document, prior to the issuance of the Land Disturbance Permit for that phase.

2) **(Excavation, Sheeting and Shoring Permit)** The Developer agrees that in the event it seeks an Excavation Sheeting and Shoring Permit prior to approval of the Civil Engineering Plan, such permit may only be issued if the following requirements have been met for the applicable phase pursuant to Condition #5:

   a. **Finding of no substantial risk to County.** A minimum of one complete County staff review of the Civil Engineering Plan has been completed that results in a finding by the County Manager that the limits of Excavation, Sheeting and Shoring proposed on the plan will not interfere with, limit, damage, or pose a substantial risk of damage, to existing and proposed public infrastructure and adjacent public or private property.

   b. **Maintenance of Traffic Plan.** Approval by the County Manager of a Maintenance of Traffic Plan for, at a minimum, the Excavation, Sheeting and Shoring phase of work; and

   c. **Tieback Plan.** Approval by the County Manager of a tieback plan, or alternatively, submission of a statement from the Developer confirming that tiebacks will not be placed or extend into the public right of way during construction of the project.

3) **Approval of Plan (Footing to Grade Permit)** The Developer agrees to obtain approval of the Civil Engineering Plan by the County Manager prior to the issuance of the Footing to Grade Permit, for any phase of the project (approved pursuant to Condition #5). The Developer further agrees that the approved Civil Engineering Plan shall conform to this Site Plan approval, the approved Final Landscape Plan, and the sequence of construction, and shall be consistent with all site plan approval requirements and all County codes, standards and specifications, and policies.

**B. Infrastructure Improvements**

   The Developer agrees to design and incorporate, at a minimum, the following elements in addition to other information required to be provided on the Civil Engineering Plan:

   1) **Structure Free Zone**

      a. In order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the Civil Engineering Plan shall provide a structure-free zone under the public sidewalk along all street frontages.
i. This zone shall be a minimum of five (5) feet in depth, as measured from the approved finished sidewalk elevation, and shall extend from the back of the final location of the street curb, to the far edge of the public sidewalk.

ii. No subterranean structures (such as parking garages or storm water detention facilities) shall intrude into this five (5) foot deep zone, unless otherwise approved by the County Board and as shown on the Civil Engineering Plan.

iii. Within the structure-free zone, underground utilities and/or utility vaults shall not be located in a manner that interferes with the appropriate spacing of street trees shown on the approved Final Landscape Plan nor shall utility lines be located beneath street trees.

iv. Exceptions may be made for features that are installed for expansions of soil volume as shown on the Civil Engineering Plan as approved by the County Manager.

2) Water Mains and Services
   a. Water services and public water main improvements, as listed below.

   None.

   Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

3) Sanitary Sewer
   a. Public sanitary sewer main improvements, as listed below.

   i. The Developer agrees to construct approximately 90 linear feet of 8-inch sanitary sewer in N. Randolph Street to connect the proposed building lateral to the existing sanitary sewer system. The length of proposed sanitary sewer may be amended based on the final location of the proposed building laterals.

   Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

   b. The Developer agrees that the County may TV-Inspect the sanitary sewer lines serving, or along the frontages of the site and shall identify any improvements that are necessary to adequately provide sanitary sewer service to the
development. The Developer shall repair or replace any sections or appurtenances of the sanitary sewer serving, or along the frontages of the development that are found to be deficient or as shown on the Civil Engineering Plan.

4) Storm Sewer
   a. Public storm sewer improvements and public storm water management facilities as listed below.
      i. The Developer agrees to construct facilities along the frontage as required as part of the Civil Engineering Plan review.

      Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

5) Electric Service and Appurtenances
   a. All new electric transformers, and all associated appurtenances shall be installed, in underground utility vaults.

6) Undergrounding of Aerial Utilities
   a. Removal and/or undergrounding of all existing aerial utilities located within or along the periphery of the entire site plan to a distance of approximately five (5) feet beyond the site boundaries or the limits of disturbance/clearance, whichever is greater.

   b. All utility improvements necessary to provide adequate utility services to the development, or utility work necessary to provide terminus facilities associated with the undergrounding of utility lines shall not result in the installation of any new or additional permanent utility poles, push braces, or aerial utility lines or devices.

7) Underground Utility Vaults
   a. The location of all underground utility vaults, ventilation grates, and associated appurtenances, which shall meet the following standards:
      i. Installation of all underground utility vaults shall be in conformance with the County design and construction standards and specifications, and all applicable construction standards and specifications of the owner of the utilities. Underground utility vaults for electric transformers and all associated appurtenances, shall meet both Dominion Virginia Power and County design and construction standards and specifications.

      ii. Underground private utility vaults may not be placed, in whole or in part, within the County right-of-way or public easement unless the Developer
obtains County Board approval of an encroachment ordinance or other County approval, as appropriate, permitting use of the County right-of-way or public easement for such purpose. Upon enactment of an ordinance or approval, the Developer agrees to comply with all the conditions of such ordinance and any other conditions prescribed in the site plan addressing vacations and encroachments, including, but not limited to, recordation of any deeds, plats, or ordinances, the payment of compensation, and required fees.

iii. The location and placement of underground utility vaults shall not conflict with the physical operation or placement of other existing or proposed public or private utility facilities.

iv. Underground utility vaults shall have a minimum horizontal clearance of five (5) feet to conduits, manholes, public water mains and public sanitary sewers, unless a lesser clearance is specifically approved by the County Manager.

v. Ventilation grates for underground utility vaults, or for garage air intake and exhaust vents, shall not be located within public sidewalks, streets, or within any portion of the County right-of-way or public easement area for sidewalks or public streets, or within any areas that provide pedestrian access to any buildings, street, and public or private open spaces.

8) Streetscape

a. The final streetscape design shall include sidewalks, street trees, tree pits/grates, bicycle racks, and sidewalk pattern/design along with the final selection of materials and colors to be used, and the limits of the clear pedestrian zone of all public sidewalks and pedestrian access. Along with street lighting per subparagraph B.11 below, the final streetscape design shall include, but not be limited to, the following elements:

   N. Randolph Street:
   - Minimum streetscape width measured from the back of curb: **16 feet**
   - Minimum clear sidewalk width: **10 feet except at the bus shelter where the clear sidewalk width may be reduced to 9-feet, six inches.**
   - Tree pits/planting strip dimensions: **5 feet wide and 12 feet long** and distance from back of curb: **minimum eight (8) inches**
   - Tree spacing: **28-32 20-40 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects**
**Wilson Boulevard**

- Minimum streetscape width measured from the back of curb: 27 feet.
- Minimum clear sidewalk width: 10 feet
- Tree pit dimensions: 5 feet wide and 12 feet long and distance from back of curb: minimum eight (8) inches.
- Tree spacing: 28-32 25-40 feet apart on center, or as approved by the County manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects.

b. Public sidewalks designed in conformance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended and as required to be shown on the Final Landscape Plan per Condition #20.B.8.

c. The clear sidewalk along all street frontages of the site shall be in compliance with applicable streetscape guidelines or standards, and shall be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted in conformance with the Master Transportation Plan and/or other applicable plans.

d. The location and planting details for street trees shall be in compliance with the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees on Site Plan Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board.

9) **Visitor Bicycle Parking**

Visitor bicycle parking spaces in the following amounts:

a. Office uses: one (1) visitor space for every 20,000 square feet, or portion thereof, of office floor area.

b. Residential uses: one (1) visitor space for every 50 residential units, or portion thereof.

c. Retail uses: two (2) visitor spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; and one (1) additional visitor space for every 12,500 square feet, or portion thereof, of additional retail floor area.

d. Hotel uses: one (1) visitor space for every 50 hotel room units, or portion thereof.
Visitor bicycle parking shall conform to Class III Arlington County bicycle parking standards in effect on the date of site plan approval, or as approved in the Civil Engineering Plan as substantially equal to, that shown in the standards. Such facilities shall be installed at exterior locations that are highly visible to, and within 50 feet of, the primary building entrances, unless there are physical obstructions that cannot be changed or moved to accommodate the bicycle parking within the 50 foot distance, in which case they shall be sited as close to the 50 foot distance as physically possible. Such facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress.

10) Pavement, Curb and Gutter
   a. Pavement, curb and gutter along all site frontages, as listed below, and as shown on the approved Civil Engineering Plan.

      i. N. Randolph Street – street cross section of approximately 46 feet as shown on the Civil Engineering Plan approved by the County Manager. The Developer agrees to construct a nub and ADA ramp on the west side of N. Randolph Street on the southern and northern sides of the intersection with Wilson Boulevard. The Developer further agrees to construct a driveway apron across the existing loading and Ballston Parking Garage entrances on the western side of N. Randolph Street pending further review of the area through the Civil Engineering Plan review. If the proposed driveway apron is provided, it shall be continuous across both entrances and provide a consistent walking surface for pedestrians.

      ii. Wilson Boulevard – street cross sections of approximately 66 feet as shown on the Civil Engineering Plan approved by the County Manager. The developer agrees to construct an ADA ramp on the south side of Wilson Boulevard on the western side of the intersection with N. Randolph Street. The Developer also agrees to construct a nub and ADA ramp on the north side of Wilson Boulevard on the western side of the intersection with N. Randolph Street. The Developer further agrees to construct a crosswalk on the western side of the intersection with Wilson Boulevard.

   b. Pavement, curb, and gutter, including all improvements for pedestrian and/or vehicular access or circulation along all frontages shall be designed and constructed in compliance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended.

11) Street Lighting
   a. Arlington County standard street lights along all frontages of the site in accordance with the then current Arlington County Traffic Signal and
Streetlighting Specifications and VDOT Traffic Engineering design manuals, as applicable. This shall include installation of a street lighting system including, but not limited to, poles, meters, service cabinets, conduit, junction boxes and power connection appurtenances along all frontages of the site, in locations as determined at the time of review of the Civil Engineering Plan.

b. Removal of all mastarm mounted streetlights (typically cobrahead lights mounted at 25' to 35' above grade) from all street frontages of the site. If the County decides that such streetlights are required to provide adequate lighting for street safety purposes at intersections or when the lights are part of a traffic signal mastarm system, they shall be called out on the Civil Engineering Plan.

12) Traffic Signal Equipment
a. Relocation of existing traffic signal poles, traffic signal cabinets, and any other existing traffic-related items and appurtenances in the public right-of-way along all frontages of the site, and installation of new traffic signal poles, traffic signal cabinets, and any other traffic-related items and appurtenances in the public right-of-way as listed below, in locations as determined by the County Manager at the time of the review of the Civil Engineering Plan:

i. The Developer agrees to relocate the existing mast arms and pedestrian signals at the northwest and southwest corners of the intersection of Wilson Boulevard and N. Randolph Street.

ii. The Developer agrees to complete necessary improvements to the existing traffic signal at the intersection of N. Randolph Street and the existing Ballston Parking Garage and loading entry to ensure safe vehicular and pedestrian movements through the intersection.

13) Communication Conduit.
a. Four (4), 2-inch communication conduits (HDPE or equivalent County standard for communication conduits) and junction boxes along all site frontages, for the sole and exclusive use by Arlington County, unless the County Manager determines that less conduit is required.

14) Bus Shelter.
a. The Developer agrees to install a bus shelter on N. Randolph Street as shown on the plans dated November 14, 2015 and October 5, 2015 and approved by the County Board on November 17, 2015. Final design and location shall be determined during Civil Engineering Plan review.

C. Implementation Timing. The Developer agrees to implement the approved Civil Engineering Plan as follows.

1) (Shell and Core Certificate of Occupancy) The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, for each respective phase of construction, prior to
the issuance of the Shell and Core Certificate of Occupancy for each respective phase of construction:

a. Undergrounding of aerial utilities, including removal of all permanent and temporary poles, lines, and other devices.

b. Public water main and appurtenances, including fire hydrants and fire department connections.

c. Public sanitary sewer main and appurtenances.

d. Public storm sewer improvements.

e. Communications conduit.

2) (First Partial Certificate of Occupancy for Tenant Occupancy) The Developer agrees that the following public improvements shall be constructed or installed as shown and approved on the Civil Engineering Plan prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the respective phases of construction:

a. Public street pavement, sidewalk, curb and gutter improvements.

b. Fire Apparatus Access Roads (Fire Lanes)

c. Street lighting elements including but not limited to: poles, meters, service cabinets and power connection appurtenances, and all conduit and junction boxes necessary for the lighting system.

d. Traffic signal improvements and the relocation of existing traffic signal equipment.

e. Stormwater management facilities.

f. All other elements shown in the approved Civil Engineering Plan.

The Developer agrees to remove and replace, in accordance with the Arlington County Department of Environmental Services Construction Standards and Specifications Manual, any existing curb, gutter and sidewalk along the street frontages of this site which is in poor condition or damaged by the Developer, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy.

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #19.C.2) above, requiring construction or installation of public improvements, if the Zoning
Administrator determines that: 1) the Developer is diligently pursuing the work; 2) timing of conditions as originally approved will unnecessarily impede progress of the project; 3) the installation of the public improvements during extreme weather conditions will not meet County Standards and Specifications; and 4) the Developer has provided reasonable assurances that the work will be completed in accordance with the Site Plan’s approved design.

E. As-Built Civil Engineering Plan (Master Certificate of Occupancy) The Developer agrees to submit to, and obtain approval from, the County Manager of an as-built Civil Engineering Plan for each phase of the site plan pursuant to Condition #5, certified by a professional engineer or surveyor registered in the state of Virginia, prior to issuance of the Master Certificate of Occupancy. The Developer agrees that the as-built Civil Engineering Plan shall show the sanitary sewers, storm sewers and storm water management facilities, water mains, street lights, traffic signalization, curb and gutter, sidewalks, street paving, pavement markings, and all appurtenant facilities related to these items. The as-built Civil Engineering Plan shall include a separate schematic drawing showing all storm sewer structures; all sanitary sewer structures; and water meters, valves, blow-offs, and hydrants. Each of these items shall be labeled with horizontal coordinates and with vertical rim elevations and inverts of incoming and outgoing pipes.

F. Maintenance of Public Infrastructure. The Developer agrees to maintain, repair and replace all sidewalks and street trees shown on the approved Civil Engineering Plan and approved Final Landscape Plan, which are installed within the public right-of-way or public easement for the life of the Site Plan.

20. Final Landscape Plan (Excavation, Sheeting and Shoring)
   A. Submission and Approval (Excavation Sheeting and Shoring)
      1) Submission (Excavation Sheeting and Shoring). The Developer agrees to submit to the Zoning Administrator a detailed Final Landscape Plan prior to issuance of the Excavation Sheeting and Shoring Permit-The plan shall conform to, where applicable:
         a. The landscaping requirements contained herein;
         b. Rosslyn-Ballston Corridor Streetscape Standards;
         c. Sector Plans;
         d. The landscaping, planting, and sidewalk and driveway construction specifications and standards;
         e. Arlington County Landscape Standards, including the Standards for Planting and Preservation of Trees on Site Plan Projects;
         f. Master Transportation Plan;
         g. Other applicable streetscape guidelines or standards or urban design standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.
2) The Developer agrees that the Final Landscape Plan shall, at a minimum, contain the following information, in accordance with the checklist in the Arlington County Landscape Standards:

a. **Tree Replacement Plan and Calculations (Footing to Grade)**
   
   (1) In addition to saving identified trees, consistent with Condition #6 above, the Developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction. Such replacement shall be completed in accordance with the Arlington County Tree Replacement Guidelines. The Developer agrees to submit and obtain the review and approval of a Tree Replacement Plan, and Tree Replacement Calculations, as part of the Final Landscape Plan.

   (2) **Tree Canopy Fund (Excavation, Sheeting and Shoring)**
   
   The Developer agrees that any replacement trees that cannot be accommodated on site shall be provided in a monetary amount to the Tree Canopy Fund prior to the issuance of the Excavation, Sheeting and Shoring Permit. The Developer agrees to make a contribution to the County’s Tree Canopy Fund of at least $2,400.00 per tree, or a greater amount specified by the County Board, for every tree that cannot be planted on site. The contribution shall be required when tree planting requirements cannot be met on the property. The Developer agrees to deliver the payment to the Department of Parks and Recreation, and provide evidence of compliance with this condition, which shall be provided to the Zoning Administrator in the form of a letter at the time of payment.

b. Drawings from the Civil Engineering Plan showing the location of utilities, lighting, equipment, and other elements which may impact landscape elements on the site.

c. **Exterior building security measures for office developments only, if applicable.**

   (1) The Developer agrees to coordinate with County staff on the design of exterior office building security measures in order to limit or mitigate any adverse impacts that these measures may have on the project’s urban design (including street and retail base) and streetscape. All exterior office building security measures shown on and approved as part of the landscape plan shall also be shown on and approved as part of the façade elevation drawings, consistent with Condition #26.

   (2) The Developer agrees that the design of exterior office building security measures shall not adversely impact the base of the office buildings, as shown in the drawings dated __________, and that have
been designed to accommodate retail uses and provide interest and activate the streetscape.

d. A street tree plan and street tree survey, which shall show the location of street trees and that there are no conflicts between the street trees and utilities.

e. The location and depth of all existing and proposed utility meters, underground utility vaults and boxes, utility lines, transformers, and at-grade mechanical equipment.

f. The location of all existing, proposed and relocated traffic signal poles, traffic signal cabinets, and any other traffic-related items and equipment located on or in the public sidewalk contiguous to the site.

g. The location of all existing and proposed fire hydrants and standpipes, storm sewers and storm water management facilities, and sanitary sewers and appurtenances.

h. The location of all on-street parking spaces, bus stops, bicycle rack locations, bike share stations, and other facilities as identified during the review of the plans.

i. The location and dimensions of intake and exhaust garage ventilation grates and screening for ventilation grates, which shall meet the requirements of the conditions contained herein.

j. The location of all street light fixtures, poles, meters, service cabinets and power connection appurtenances along the frontages of the site.

k. The location, dimensions, materials, and pavement pattern for driveways and access drives, automobile drop-off areas, curb ramps, driveway aprons, service drives, crosswalks, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet.

l. The final streetscape design, including sidewalks, street trees, tree pits, bicycle racks, and sidewalk pattern/design and final selection of materials and colors to be used.

m. The limits of clear pedestrian zones of all public sidewalks and pedestrian access.

n. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting,
irrigation and drainage; and details of proposed furnishings for all areas, including, but not limited to, dimensions, size, style(s), materials(s), finish(s), and manufacturer(s) of seating, bollards, trash receptacles, lighting, arbors, trellises, water features, and other landscape elements or structures.

o. The location and planting details for street trees.

p. The location, design and details of the retail visitor/customer bicycle spaces, pursuant to Condition #19 above.

q. The location of public art, pursuant to Condition #17 above.

r. The location of public use and access easement areas, including final landscape design and installations in these areas.

s. Further, the Developer agrees to submit a maintenance agreement which shall ensure that all plaza areas and other landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the Site Plan and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 14.2 of the Zoning Ordinance.

t. An Exhibit showing any potential outdoor café seating within the Public Access Easement area(s). Outdoor café seating is permitted provided that a 10-foot wide minimum clear width pedestrian passageway is provided adjacent to the café seating area.

3) **Approval of Plan (Footing to Grade Permit).** The Developer agrees to obtain approval of the Final Landscape Plan by the County Manager, prior to issuance of the Footing to Grade Permit. The Developer further agrees that the approved Final Landscape Plan shall conform to the Civil Engineering Plan, and the sequence of construction, and shall be consistent with the conceptual Final Landscape Plan approved by the County Board as a part of the Site Plan approval, all site plan approval requirements, and all County codes, standards and specifications, and policies.

B. **Standards and Requirements.** The Developer agrees that the Final Landscape Plan shall, at a minimum, meet the following standards and requirements:

1) The plans shall be drawn to a horizontal scale of 1 inch = 25 feet on sheets 24 inches by 36 inches in size and a vertical size of 1 inch = 5 feet in size.

2) The plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia.
3) The Tree Replacement Plan, and associated Tree Replacement Calculations, shall be in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or a landscape architect certified to practice in the Commonwealth of Virginia. Any replacement trees shall conform to the standards and specifications set forth in subparagraph 11 below.

4) All existing and proposed traffic signal poles and traffic signal cabinets, and any other traffic-related items, on and around the perimeter of the site shall not obstruct pedestrian travel and shall not be located in the clear sidewalk, including, but not limited to, access areas to ADA ramps, crosswalks, building entrances, and interior walkways.

5) Transformers shall not be placed above grade in the setback area between the building and the street.

6) The Developer agrees that the location of intake and exhaust garage ventilation grates shall not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The Developer agrees that ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way.

7) All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager for conformity with adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the Final Landscape Plan.

8) The final sidewalk pattern/design and final selection of materials and colors shall comply with the requirements outlined below. To the extent that the County’s requirements and policies for sidewalk pattern/design and materials/colors change, subsequent to this Site Plan approval, the County Manager shall review, at the time of construction, for approval, the final treatment for compliance with the then current standards.

   a. The clear sidewalk along all street frontages of the site shall be in compliance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines or standards, and shall:

      (1) Continue across all driveway aprons for loading and garage entrances along all frontages of the Site Plan, and not contain any barriers that would impede the flow of pedestrian traffic.

      (2) Be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of
pedestrian traffic (clear sidewalk). However, pinch points may be permitted only as specifically permitted in conformance with the Master Transportation Plan and/or other applicable plans.

(3) Be designed and installed in compliance with Department of Environmental Services Construction Standards and Specifications.

(4) Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval by the County Manager, and under the provisions of the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines or standards.

(5) Not contain joints or use patterns that create gaps of 1/4-inch in depth or greater at a spacing of less than 30 inches.

(6) Any garage entrance adjacent to a sidewalk shall be designed and constructed so that the location of the garage doors are recessed a minimum distance of six (6) inches from the building wall’s surface.

b. The materials and colors of the sidewalk pattern/design to be used shall be in compliance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines, plans or standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.

c. The Developer agrees to design and construct all elements of the streetscape, including, but not limited to, public sidewalks and street trees within the public right-of-way or public easement as follows:

**N. Randolph Street**

- *Minimum streetscape width measured from the back of curb: 16 feet*
- *Minimum clear sidewalk width: 10 feet except at the bus shelter where the clear sidewalk width may be reduced to 9 feet, six inches*
- *Tree pits/planting strip dimensions: 5 feet wide and 12 feet long and distance from back of curb: minimum eight (8) inches*
- *Tree size and type: minimum 3½ inches caliper or as approved by the County Manager with the Final Landscape Plan.*
- *Tree spacing: 28-32 20-40 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects*

**Wilson Boulevard:**
• *Minimum streetscape width measured from the back of curb: 27 feet*
• *Minimum clear sidewalk width: 10 feet*
• *Tree pit dimensions: five feet wide and 12 feet long and distance from back of curb: minimum eight (8) inches.*
• *Tree size and type: minimum 3 ½ inches caliper or as approved by the County Manager with the Final Landscape Plan.*
• *Tree spacing: 23-32 25-40 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of trees in Site Plan Projects.*

9) The sidewalks shall contain street trees placed in either tree pits or planting strips, consistent with the Standards for Planting and Preservation of Trees in Site Plan Projects, and as specified above. The location, root enhancement, and planting details for street trees shall be in compliance with The Rosslyn-Ballston Corridor Streetscape Standards; Sector Plans; the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees in Site Plan Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board. Street trees shall not be placed within the vision clearance (corners), as defined in Section 3.2.6.A.4 of the Zoning Ordinance.

10) The plan shall provide a structure free zone per Condition #19.B.1.

11) Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:

a. Major deciduous trees (shade or canopy trees) other than street trees—a minimum caliper of 2-2 ½ inches.

b. Evergreen trees—a minimum height of 7 to 8 feet.

c. Ornamental deciduous trees—a minimum caliper of 2 to 2 ½ inches for single stem trees. Multi-stem trees shall not be less than 8 feet in height.

d. Shrubs—a minimum spread of 18 to 24 inches.

e. Groundcover—in minimum 2 inch pots.

C. Installation and Maintenance of Landscape Plan Elements (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees to implement the approved sidewalk, landscaping and street tree improvements of the Final Landscape Plan as follows:

1) **Installation (First Partial Certificate of Occupancy for Tenant Occupancy)**
The Developer agrees that all improvements shall be constructed and/or installed prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of any space above grade for the respective Phase of construction (as “Phase” is determined pursuant to the approved Phasing Plan required in Condition #5 above).

a. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of installation of all improvements based on the planting season, availability of plant materials, weather, or other construction-related issues, which may not permit installation of hardscape features, plant materials and/or street trees by the required timing.

b. The following standards for Installation apply:

   (1) The Developer agrees to notify the DPR Urban Forester at least 72 hours in advance of the scheduled planting of any street trees in the public right-of-way and to be available at the time of planting to meet with staff of DPR to inspect the plant material, the tree pit and the technique of planting. Soil used in the tree pit must meet the specifications for street tree planting available from the DPR Urban Forester.

   (2) All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.

   (3) Exposed earth not to be sodded or seeded shall be well mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.

   (4) Soil depth shall be a minimum of three (3) feet plus 12 inches, or a depth to accommodate other drainage material commonly used in the industry as reviewed and approved by the County Manager on the landscape plan, for trees and tall shrubs and two (2) feet a minimum of eighteen (18) inches for other shrubs. This requirement shall also apply to those trees and tall shrubs in raised planters. Soil depth for raised planters shall be measured from the bottom of the planter to the top of the planter wall. The walls of raised planters shall not be higher than seat-wall height (2 1/2 feet, maximum) above the adjacent finished grade.

   (5) Finished grades shall not exceed a slope of three to one, unless otherwise shown on the approved plans.
(6) The Developer agrees to install approved lighting before the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, exclusive of the garage, for the applicable Phase of the project pursuant to the approved Phasing Plan required in Condition #5 above.

4) **Maintenance and Replacement (Life of Site Plan)** The Developer agrees to maintain the site in a clean and well-maintained condition and ensure that all plaza areas, and other landscaped areas located on private property, are kept in a clean and well-maintained condition for the life of the Site Plan in accordance with the Phasing Plan requirements outlined in Condition #5 and the maintenance agreement outlined in Condition #20.A.2.

The Developer also agrees to maintain and replace the street trees and sidewalks for the life of the Site Plan. All pruning of street trees must be performed in accordance with the last version of, or revision to, the ANSI A300 Pruning Standards. The Developer agrees to contact the Department of Parks and Recreation to arrange for a site meeting with an Urban Forester to review and approve the scope of work prior to performing any pruning of street trees. An International Society of Arboriculture (ISA) Certified Arborist must be on site during all pruning of street trees.

D. **Administrative Changes.** The County Manager may consider minor revisions to landscape plans based on changes in building, street and driveway locations and other details of design as necessitated by civil engineering and architecture plans as long as such changes are consistent with the intent of the Site Plan approval. The Developer agrees that any change to the approved landscape plan requires approval of a revised landscape plan by the County Manager. The Final Landscape Plan shall govern construction and/or installations of elements and features shown thereon, except as amendments may be specifically approved by the County Manager.

21. **Utility Company Contacts (Excavation, Sheeting and Shoring)**

In order to ensure the timely and efficient coordination of site utility installation, the Developer agrees to contact all utility companies and County agencies that provide utility services in Arlington County prior to the issuance of the Excavation, Sheeting and Shoring Permit. By way of illustration and not limitation, these utility services include electric, telephone, cable television, telecommunications, gas, water, sewer, and storm sewer service, both existing providers and others that regularly provide these services in Arlington County (collectively “utility companies”). The Developer agrees to offer the utility companies access to public rights-of-way or easements that permit utilities, whether existing or will be dedicated by the development, so that the utility companies may install their utilities at the time the Developer will be disturbing or paving in the areas described above. The Developer further agrees to submit to the Zoning Administrator copies of letters from the Developer to the utility companies offering them access as stated above.

22. **FAA Documentation (Excavation, Sheeting and Shoring Permit)**
The Developer agrees to obtain from the Federal Aviation Administration (FAA) a written statement that the project is not a hazard to air navigation, or that the project does not require notice to or approval by the FAA, prior to the issuance of the Excavation, Sheeting and Shoring Permit.

23. **Recordation of Deeds of Public Easements and Deeds of Dedications (Footing to Grade Permit)**
   
   **A.** The Developer agrees to convey real estate interests called for by this Site Plan approval to the County, for public street or public right-of-way purposes, in fee simple, free and clear of all liens and encumbrances. Real estate interests conveyed by the Developer to the County for Public Improvements or public uses, including, but not limited to, sidewalk, street trees, other streetscape planting, water mains, storm sewers, sanitary sewers, and other public utilities and facilities, which other Public Improvements are not located, or to be located, in the public street or public right-of-way, may be granted to the County by deed(s) of easement, provided, however that, in the deed(s) conveying such real estate interests to the County, all liens and encumbrances shall be subordinated to the easement rights of the County.

   **B.** Unless otherwise specifically provided elsewhere in these Site Plan conditions, the Developer agrees that for each Phase of the project, pursuant to the approved Phasing Plan required in Condition #5 above, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, for the construction of any public street, public infrastructure, public utility, public facility or public improvement (jointly “Public Improvements”), to:

   1) **Submission for Review (Footing to Grade Permit)** Submit for review by the County Manager all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, prior to the issuance of the Footing to Grade Permit for such phase; and

   2) **Approval and Recordation (First Partial Certificate of Occupancy)** Obtain approval and record such plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, among the land records of the Circuit Court of Arlington County prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the building(s) or any portion thereof for such phase.

24. **Secure Bicycle Parking Facilities (Footing to Grade Permit)**

   The Developer agrees to provide, as a part of the project and at no charge to the user, secure bicycle parking facilities. All secure bicycle parking facilities on the site shall be fully installed and operational prior to the issuance of the Shell and Core Certificate of Occupancy. The Developer further agrees that the following shall apply:

   **A. Design and Installation of Class I Secure Bicycle Parking**
1) The Developer agrees that all Class I (secure) bicycle parking shall meet Arlington County bicycle parking standards in effect on the date of site plan approval, or be approved as equal to that shown in the standards. Class I bicycle parking shall be visible from an elevator entrance, the location within the garage where a full-time parking attendant is housed, or a visitor/customer entrance. These facilities shall be protected from rain and snow and shall not encroach on any area in the public right-of-way intended for use by pedestrians.

Hotel bicycle parking shall be located in a minimum of two locations; half of the spaces shall be reserved and designated for employee only access and located convenient to the employee changing area, and half for guest access. Spill over bike parking from guests or employees may be accommodated, as space permits, in either location.

Secure Bicycle Parking Facility Plan (Footing to Grade Permit). The Developer agrees to submit to and obtain review and approval by the County Manager of a Secure Bicycle Parking Facility Plan as part of architectural plans for relevant building floors the Garage Plan required in Condition #33.B.4.a.

B. Number of Class I Bicycle Parking Spaces:

1) Office uses: One (1) employee bicycle parking space for every 6,000 square feet, or portion thereof, of office floor area.

2) Residential uses: One (1) resident bicycle parking space for every 2.5 residential units, or portion thereof.

3) Retail uses: One (1) employee bicycle parking space for every 25,000 square feet, or portion thereof.

4) Hotel uses: One (1) space for every 10 hotel room units, or portion thereof. In addition, the hotel shall provide adequate space in a locked luggage storage facility, controlled by the hotel staff, inside the hotel, to accommodate guest’s bicycles along with guest’s luggage.

C. Design and Installation of Showers and Lockers (office, retail, and hotel uses)
The Developer agrees to provide the following shower and locker facilities:

1) Shower Facilities:
   a. For office/retail/hotel buildings of up to 100,000 square feet of Gross Floor Area (GFA), one (1) shower per gender, for every 50,000 square feet or fraction thereof:
   b. For office/retail/hotel buildings between 100,001 square feet of GFA and 300,000 square feet of GFA, three (3) showers per gender:
e. For office/retail/hotel buildings greater than 300,000 square feet of GFA, three (3) showers per gender, plus one (1) shower per gender for each additional 100,000 square feet of GFA or portion thereof above the first 300,000 square feet of building GFA.

d. If employees of retail establishments will not have access to shower facilities required for office or hotel employees, restrooms for retail employees shall be provided, one for each gender, and each restroom shall have at least one shower with a changing area.

2) For every required employee bicycle parking space, either 1) a minimum of one (1) clothes storage locker per gender shall be installed in gender-specific changing rooms, or 2) a minimum of one (1) clothes locker shall be installed adjacent to, but outside of changing rooms. The lockers shall be a minimum size of 12 inches in width, 18 inches in depth, and 36 inches in height.

The showers and lockers shall be located adjacent to one another in a safe and secure area.

The showers and lockers may be provided as an element of an exercise/health facility, which facility shall be made available to users of the bicycle parking spaces according to minimum standards stated above.

25. Interior Exercise/Health Facilities (Footing to Grade Permit)
Intentionally Omitted.

26. Façade Treatment of Buildings (Footing to Grade)
   A. The Developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be consistent, in terms of massing, materials, fenestration, rhythm and overall architectural vocabulary, with the intent of this Site Plan approval and the drawings identified in Condition #2 as presented to the County Board and made a part of the public record on the date of County Board approval of this Site Plan.

   B. Submission of Facade Elevation Drawings and Material Samples (Footing to Grade)
   The Developer agrees to submit to the Zoning Office, and obtain review and approval by the County Manager prior to the issuance of the Footing to Grade Permit, three (3) copies of colored elevations and one (1) copy of black and white architectural elevations at 24” x 36”, which label the materials and colors for each elevation of the building, including interior façade elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), and which identify any proposed change from the drawings identified in Condition #2, along with a written summary and explanation of the proposed changes, as well as one (1) sample material board at no larger than 24” x 36”. The County Manager will approve such drawings upon finding that they are consistent with the intent of this Site Plan approval.
C. Approval of Facade Elevation Drawings and Material Samples (Final Building Permit)
The Developer agrees to obtain the review and approval by the County Manager of the façade elevation drawings and material samples as being consistent with the intent of the County Board’s approval of the Site Plan, including any changes approved administratively or through site plan amendment, prior to the issuance of the Final Building Permit.

D. Mock-up of Approved Elevation (Final Building Permit – Before start of above grade façade construction) Following approval of the façade elevation drawings and material samples, and prior to start of construction of the façade of the building above grade construction, the Developer agrees to provide, on the construction site, a materials sample mock-up of elements of an approved building elevation for the residential project that includes the approved exterior building materials and colors. The material board shall meet the following criteria: (1) located on-site in a location that it is visible from an adjacent public sidewalk, (2) be made of a material that is able to withstand the elements; and (3) shall remain in place until the façade is substantially complete. The mock-up is intended to verify compliance with the approved façade treatment and to inform contractors and citizens of the approved treatment, and therefore will be updated if changes are approved.

E. Inspection and Approval of Built Façade (Shell and Core Certificate of Occupancy)
The Developer agrees to obtain approval of the County Manager of the built building façades as being consistent with the approved façade elevations and materials prior to the issuance of the Shell and Core Certificate of Occupancy.

F. Retail Storefront Facades.
   1) Minor adjustments to the approved façade for retail storefronts, as provided in subparagraphs C and D above, shall be submitted to and reviewed by the Zoning Administrator, who may administratively approve the change(s) upon finding that the change(s) meets the intent of the approved Site Plan and the following guidelines and characteristics:
      a. Creative design of storefront facades. Storefront facades may vary in color, texture, material, size, scale, and signs. Both the shell building and retail business storefronts shall be designed to maximize transparency into each store consistent with paragraph F.2 below.
      b. Special architectural treatment. Building materials are predominantly comprised of the following: natural stone (marble, limestone, granite, terrazzo), masonry (brick, arriscraft, stone, CMU), ceramic and quarry tile, precast concrete, metal panels, HPL panel (for ornamentation or as an accent material), glass and glazing, and wood. Other materials of similar high quality may be used with approval of the County Manager.
For the purposes of this subparagraph F.1), minor adjustments shall include only the following: (i) adjustment in the location of the access points and window or door placements for retail along the street frontage on the ground floor; and (ii) changes to the materials, provided that the proposed materials are in keeping with the general intent of the approved Site Plan design; and (iii) adjustments required due to adjustments of the elements of the retail space as described in Condition #39 below. All other changes to the approved retail will require a Site Plan amendment.

2) Any change to the façade which does not meet the above description of minor adjustment or any structural element that requires an encroachment into County right-of-way shall require a Site Plan amendment.

G. Standards for Façade Treatment of Buildings:

1) Mechanical Equipment. The Developer agrees that all mechanical equipment, regardless of location, shall be screened so that the mechanical equipment is not visible from all public right-of-ways or areas with public access easements within a 300’ radius of the equipment location. The screening shall have an opaque or opaque-like treatment. Screening for the penthouse mechanical equipment shall consist of a solid wall treatment. Any mechanical equipment, including equipment located on the ground or at roof top, and screening for the penthouse mechanical equipment, shall be shown on all elevation drawings. The Developer agrees to obtain the County Manager’s review and approval of the details of the screening treatment, including height, material and color, as meeting this standard, as part of the approval for the façade elevations and façade materials.

2) Window Transparency. The Developer agrees that all new retail storefronts at grade along public rights-of-way, and not located in the project at the time of this site plan approval are required to have an overall minimum transparency of 50% as measured from floor to ceiling. In addition, the portion of the retail storefront that is located between three and eight feet from grade is required to be at least 80% transparent. The purpose of this condition is to allow pedestrians to view the activity within the retail establishment and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. “Transparency” shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment where human activity normally occurs and does not include views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like.

3) Architectural Illumination. The Developer agrees that the illumination, up-lighting, or the like, of any architecture, including buildings, structures, sites and facades, shall not be permitted unless specifically called out on the Site Plan and approved by the County Board. Any architectural illumination shown on the façade elevations that was not specifically shown on the Site Plan approved by the County Board shall require a Site Plan amendment.
27. **Plat of Excavated Area (Footing to Grade Permit)**
   A. **Submission (Footing to Grade Permit)** The Developer agrees to submit one (1) plat, drawn at the scale of 1 inch = 25 feet and 24 inches x 36 inches in size, of the excavated area showing spot elevations which confirm that the construction drawings are consistent with the average site elevation, and with the building’s ground floor elevation(s) at the building’s lowest level(s), as approved by the County Board and as indicated in the plans referenced in Conditions #2 and #3 above.

   B. **Spot Elevations at 50% (Footing to Grade Permit)** The Developer agrees to provide the Zoning Administrator spot elevations taken at spots determined at the time of the pre-construction meeting which shall, at a minimum, consist of two corners and spot elevations from 50% of the total area to be excavated, prior to the issuance of the Footing to Grade Permit, provided however, that when the Zoning Administrator determines that the excavated area will be greater than 20,000 square feet, the Zoning Administrator may reduce the area for which elevations must be provided before issuance of a Footing to Grade Permit.

   C. **Elevations Confirming Remainder of Excavation (Final Building Permit)** The Developer agrees to submit to the Zoning Administrator additional elevations confirming the elevations of the remainder of the excavation prior to the issuance of the Final Building Permit.

28. **Public Improvements Bond (Footing to Grade Permit)**
   A. **Bond Estimate (Footing to Grade Permit)** The Developer agrees to submit to the Department of Environmental Services (DES) a performance bond estimate for the construction or installation of all facilities (to include street trees and all landscape materials) that will be located within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities, upon approval of the Civil Engineering Plan for each Phase of the project, consistent with the approved Phasing Plan pursuant to Condition #5 above, and prior to the issuance of the Footing to Grade permit for such Phase.

   B. **Bond (Final Building Permit)** Upon approval of the performance bond estimate by DES, the Developer agrees to submit to DES a performance bond, in the approved amount of the estimate, and an agreement for the construction or installation of all facilities (to include street trees and all landscape materials) within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities; which bond shall be executed by the Developer in favor of the County before the issuance of the Final Building Permit.

   C. **Repair/Replace Infrastructure (Release of Public Improvement Bond)** The Developer agrees to repair or replace existing or new infrastructure, at the direction of the County Manager, damaged during construction prior to release of the public improvement bond.

29. **Interior Trash Collection and Recycling Areas (Footing to Grade Permit)**
The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees to provide and use interior space for the collection, storage, compaction, and removal of trash. The space shall not be outside the interior loading space and shall not conflict with the use of a loading berth. The Developer agrees to provide and use appropriate interior facilities for the recycling of reusable materials as defined by the County.

30. **Interior Loading Spaces (Footing to Grade Permit)**

The Developer agrees to maintain the loading dock areas as-built and shown on the plans dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board on November 17, 2015. If the Developer modifies the loading dock areas, then they agree to meet the requirements as set forth below, prior to issuance of the Final Building Permit.

A. The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements:

1) Minimum 12-foot clear width, including entrances, and minimum 14-foot clear height, however, any loading dock to be used for trash removal shall have a minimum interior height clearance of 148 feet.

2) At least one loading space shall have a minimum 40-foot clear length.

3) The loading area shall be kept clear at all times except for the temporary loading/unloading of vehicles.

4) All loading docks shall contain closable doors or the loading docks shall not be visible from the right-of-way.

5) Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week. Deliveries outside of these hours may be approved by the Zoning Administrator upon submission and review of an Administrative Change request with good cause shown through a statement of justification, finding that there would be no adverse impacts on tenants of the residential building, and demonstration that notification of hours has been provided to the tenants of the buildings within the project area.

6) If the loading door is visible from the right-of-way, the loading dock door shall be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.
31. **Emergency Vehicle Access/Support on Surface Parking and Plaza Areas (Footing to Grade Permit)**  
Intentionally Omitted.

32. **Parking (Footing to Grade Permit)**  
**A. Site Plan Requirements**  
**1) Site Plan Parking Requirements**

   a. The Developer agrees that, unless specifically identified in this condition, parking shall be provided consistent with Section 14.3 of the Zoning Ordinance. The Developer agrees to submit to, and obtain review and approval from the Zoning Administrator, of drawings showing all parking spaces and drive aisles comply with the requirements of 14.3 of the Zoning Ordinance prior to the issuance of the Footing to Grade Permit.

   b. The Developer agrees that the required minimum number of parking spaces for the project, “Required Spaces”, equals the sum of the project/building’s uses times the parking ratio for each use type. The approved parking ratios, by use type, are presented below.

<table>
<thead>
<tr>
<th>Use Type</th>
<th>Approved Parking Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential -</td>
<td>0.70 spaces per unit (to include residents, residential visitors, accessible spaces &amp; residential building employees)</td>
</tr>
<tr>
<td>Office -</td>
<td>1 space per ____ square feet of GFA (to include office employees, office visitors, building management employees, and accessible spaces)</td>
</tr>
<tr>
<td>Commercial/Retail-</td>
<td>1 space per ____ square feet of GFA, after approved exclusion for proximity to Metro Station (to include retail customers, retail employees and accessible spaces)</td>
</tr>
<tr>
<td>Hotel -</td>
<td>____ spaces per guest room (to include hotel employees, guests, visitors, and accessible spaces)</td>
</tr>
<tr>
<td>Other -</td>
<td></td>
</tr>
</tbody>
</table>

c. The Developer agrees that the number of compact spaces counted toward the total number of “Required Spaces”, exclusive of those spaces required for retail, shall not exceed 15% of the total number of “Required Spaces”. “Required Spaces” for retail and guest or visitor parking shall not be compact. Spaces provided in excess of the “Required Spaces” total may be either standard or compact spaces.

d. The Developer may use spaces not designated as retail or visitor for carshare, which shall count toward the required parking ratio for the applicable use.
e. The Developer agrees that the “Required Spaces” shall not be converted to storage or other non-parking use without approval of a Site Plan amendment. Parking spaces constructed in excess of the “Required Spaces” may be converted from automobile parking to parking for other modes of transportation (i.e., motorcycles, scooters, bicycles, etc.) at the discretion of the Developer.

B. Operation and Management-Related Requirements

1) Residential Parking
   a. The Developer agrees that for projects that include rental residential units, the rental agreement shall not require rental of a parking space and the cost of parking shall be shown in such agreement separately from the cost of renting the residential unit.

   b. For both rental and condominium buildings, the Developer agrees that the use of the residential parking spaces shall be limited to parking use by the residents of the building and their guests.

   c. The Developer agrees to inform all potential tenants and/or purchasers of the County’s Residential Permit Parking policy.

2) Shared Parking
   a. The Developer agrees to designate and make available a minimum of ____ short-term (two hours maximum) parking spaces on the ______ level of the parking garage for use by customers of the retail establishments or visitors to office establishments during the hours of operation of the retail or office establishments. The designated short-term parking spaces shall be shown on, and approved as a part of, the Preliminary Garage Plan. Short-term parking spaces shall not be reserved for specific businesses.

   b. The Developer agrees that in office buildings no more than 20% of the total parking supply shall be reserved for individual persons.

   c. In addition, for projects with office space the Developer agrees to make at a minimum ____ (describe number and location of spaces) in the garage available to the public for parking after standard office hours (weekday evenings after 6:00 p.m., weekends, and all legal holidays) until 12:00 midnight or until thirty minutes after the close of business of retail operations, whichever is later.

   d. The Developer also agrees to make ____ office spaces available to the general public for overnight parking.

3) External Signs
a. The Developer agrees to install “P” parking sign(s) per County standards on
the outside of the building in those cases where parking is available for retail
or the general public. The “P” sign(s) shall be visible from every vehicular
approach as appropriate except where building design obstructs their
visibility.

b. In cases where parking is available to the public, the Developer agrees to
install rate and hour signs on the interior entrance wall of the garage, visible
from the street.

4) Garage and Parking Management Plans (Footing to Grade Permit)
a. Garage Plan (Footing to Grade Permit)
The Developer agrees to submit to, and obtain approval from, the County
Manager of a Garage Plan prior to the issuance of the Footing to Grade
Permit. The Garage Plan shall show where parking for the different user
groups, including, when applicable, residents, visitors, employees, retail
patrons, and the general public, including overnight public parking, will be
located. The Garage Plan shall incorporate all elements for such plan listed in
the Department of Environmental Services Parking Plan Review Minimum
Acceptance Criteria dated July 2, 2013 or subsequent version.

b. Parking Management Plan (First Partial Certificate of Occupancy for
Tenant Occupancy) The Developer agrees to submit to, and obtain
approval from the County Manager of a Parking Management Plan prior to
the issuance of the First Partial Certificate of Occupancy for Tenant
Occupancy. The Parking Management Plan shall follow the General
Guidelines for the Preparation and Submission of Parking Management
Plans dated February 27, 2013 or subsequent version, and shall incorporate
all elements for such plan listed in the Department of Environmental
Services Parking Plan Review Minimum Acceptance Criteria dated July 2,
2013 or subsequent version. The Zoning Administrator may approve a
parking count of 98% or more of the required number of spaces, if causes
beyond the control of the Developer makes compliance impractical. The
Parking Management Plan shall also include the Bicycle Parking Facility
Plan described in Condition #24.

c. Implementation. The Developer agrees to implement the approved Parking
Management Plan for the life of the Site Plan. The Developer agrees to
obtain the prior review and approval of any amendments to the approved
Parking Management Plan by the County Manager.

33. Documentation of Historical Artifacts, Features and Buildings (Footing to Grade
Permit)
A. The Developer agrees to submit documentation to Arlington County Historic
Preservation Program, Neighborhood Services Division (HPP), regarding any
historical artifact or historical natural feature uncovered during construction on the
site prior to the issuance of the Footing to Grade Permit for the building, or each building in a multi-building project. This documentation shall include written notation describing the artifact or natural feature, color photographs, and mapping of the location and/or depth of the site excavation at which the item was found.

B. In the event an historical artifact or natural feature is found on the site, and is to be disturbed or removed from the site during construction, the Developer agrees to contact the HPP before removing or disturbing the artifact or natural feature. Arlington County shall be given the opportunity to accept donation of the artifact or natural feature before the item is offered to any other organization or individual.

C. If historic buildings, as identified and/or surveyed by Arlington County’s Historic Preservation Program, are located on the site, then photographic documentation shall be consistent with Historic American Building Survey (HABS) standards.

D. Should the project be assessed as a possible archaeological site, the Developer agrees to pursue, at a minimum, a level one and two archaeological study. The Developer agrees to submit to the HPP all written results of the level one and two archaeological study and all artifacts found on the site.

34. Underground Utility Fund Contribution (Final Building Permit)
The Developer agrees to contribute to the County underground utility fund in the amount specified by this site plan condition, in addition to funding and constructing the utility undergrounding work required by this Site Plan approval, prior to the issuance of the Final Building Permit. The total utility fund contribution for this site is $106,296.44 ($52,622 x 2.02 acres). [The Underground Utility Fund Contribution of $50,000 per acre (2011 dollars) has been adjusted by the change in the Consumer Price Index (CPI-U) from 2011 Annual Average to 2014 Annual Average, reflecting a 5.245% increase. The rate shall be fixed from County Board approval until the payment is made by the Developer prior to issuance of the Final Building Permit.] The Developer may request and obtain approval from the County Manager (DES) to prorate the total utility fund contribution for this site consistent with the approved Phasing Plan for the development pursuant to Condition #5 above. These funds may, but need not, be used by the County for the purpose of providing for undergrounding of utilities along the properties which are not redeveloping in this undergrounding district. If the area of the Site Plan is subdivided, the contribution to be made by each owner shall be based proportionally on the amount of site area allocated to each subdivided parcel. The contribution, if not obligated by the County to pay for utility undergrounding projects within 10 years from the date of payment, will be refunded upon receipt of written request without any accrued interest to the development owners of record at the time of any refund.

35. Wall Check Survey (Final Building Permit)
A. Walls/Elevations at Below Grade Structure (Final Building Permit)
The Developer agrees to submit one (1) original and three (3) copies of a wall check survey to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #2 and #3 above, prior to the issuance of the Final Building
Permit. The Developer further agrees that the wall check survey shall show the location of the walls at the top level of the below-grade structure and the elevation of the highest completed parking slab.

B. Walls/Elevations of Slab at Grade (Prior to pouring the second floor slab or at completion of the slab on grade) The Developer further agrees to submit to the Zoning Administrator, and obtain the Zoning Administrator’s approval as meeting the requirements of this approval, of a wall check survey showing the location of the walls, and the elevation of the slab, at grade, prior to pouring the second floor slab, or at completion of the slab on grade. This shall not prevent the developer, at its own risk, from completing construction of the concrete podium prior to approval of the second wall check survey. The completion of the podium may include installation of support columns from the at-grade slab to the bottom side of the second floor slab, as well as installation of the second floor cast in place framed slab. The developer agrees that all such work shall conform to current codes and building permit requirements. No additional above-grade construction, beyond construction of this podium with support columns, shall be permitted until such time as the full building permit is issued. The developer acknowledges that this additional work above the at-grade slab will be at their own risk should the second wall check survey not be approved as submitted, and that should any changes to the podium or column or other construction be needed based upon the review of the wall check plat, the developer shall be fully responsible for completing such changes before any further permits are issued.

36. Use of Penthouse (Final Building Permit) The Developer agrees that requirements of this condition shall be incorporated in project drawings prior to the issuance of the Final Building Permit. The use of any penthouse shall be limited to mechanical equipment and equipment maintenance space and/or telecommunication transmitter and/or receiver equipment as required in Condition #39 below, unless otherwise approved as part of this Site Plan with such uses subject to approval of Inspections Services Division where applicable.

37. Review by Crime Prevention Through Environmental Design (CPTED) Practitioner (Final Building Permit). The Developer agrees to submit to the Operations Division of the Arlington County Police Department the approved post-4.1 drawings, which shall be reviewed by the Crime Prevention Through Environmental Design (CPTED) practitioner in the Police Department of CPTED design elements prior to the issuance of the Final Building Permit. The CPTED practitioner will review the post-4.1 drawings and provide comments on such plans for the purpose of ensuring that its design elements do not create a substantial risk of criminal activity at the location of the site plan.

38. County Public Safety / Emergency Communications Systems (Final Building Permit) A. Telecommunications Transmitter/Receiver Equipment & Conducting Wire. In order to maintain the effectiveness of the County’s public safety systems, the
Developer hereby agrees to grant to the County in perpetuity the right to install telecommunications transmitter and/or receiver equipment and conducting wire in or on the penthouse or top floor, and antennae and traffic monitoring systems on the roof of the proposed buildings in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both upon request by the County. The Developer agrees to provide, upon request by the County, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. The Developer is not required to pay for design and installation costs for such equipment. Any radio transmitter or receiver equipment and antenna to be installed or used by others must not interfere with the emergency communication system of the County.

B. **Tie-ins from County Outdoor Emergency Warning System.** To enhance the reach of the County's public emergency communications system-of-systems, the Developer agrees to grant to the County in perpetuity the right to install tie-ins from the County's outdoor emergency warning system to the interior building fire/emergency warning enunciator systems using either land lines or emergency relay transceivers in or on the penthouse or top floor, antennae systems and along with hazardous material detection sensors on the roof of the proposed building(s) in a location and design that is acceptable to the County and the Developer based on a reasonable exercise of judgment by both upon request by the County. The Developer agrees to provide, upon request by the County, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. Any radio transmitter or receiver equipment and antenna to be installed or used by others must not interfere with the emergency communication system of the County.

C. **Internal Antenna/Amplifier System.** The Developer agrees to install and maintain in operable condition, in a manner acceptable to the County Manager, an internal antenna/amplifier system that permits public safety radio communications to transmit in the 806-825 MHz frequency and to receive in the 851-870 MHz frequency, or other range of transmitting and/or receiving frequencies deemed appropriate by the County Manager to meet current County requirements, from all areas within the building. The Developer agrees to provide documentation in the approved electrical engineering drawings that adequate accommodations have been made in the building to meet this requirement.

**Developer Installation of In-Building First Responder Network (Final Building Permit)**

In order to maintain the effectiveness of the County's public safety systems, the Developer/applicant hereby agrees to design, construct, install, and maintain in an operable condition, an over-the-air radio in-building emergency responder communication and distribution system that will include, as defined in Attachment A:

a. a donor antenna in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both;
b. single mode fiber optic backbone;
c. conditioned and secured-access space with dedicated backup power to locate fiber distribution equipment;
d. secured head-end equipment to support bi-directional radio transmissions over the air and via internet protocol fiber optic link;
e. related hardware in a number and configuration that is appropriate for radio transmission in frequencies established by the County;
f. dedicated communications conduits from property line to the head-end equipment room;
g. alarm reporting to the County’s designated recipient.

The Developer agrees to submit to the County Manager for his/her review and approval, engineering drawings indicating that adequate accommodations have been made in the building to meet this requirement prior to issuance of the Final Building Permit. The County Manager will approve the drawings if she finds that the drawings meet the standards of this site plan condition.

In addition, the Developer agrees to submit to and obtain the County Manager’s review and approval of, reports verifying that the level of radio communications coverage in the building is sufficient to permit emergency responder communication throughout the building, according to the testing procedure outlined in Attachment A. The Developer agrees to submit and obtain review and approval of these reports at the following times: a) prior to the issuance of the first certificate of occupancy for any space in the building; b) every one year after the date of issuance of the first certificate of occupancy for any space in the building. The County Manager may waive this condition in the future if he/she determines that the level of radio communications coverage within the building can be monitored and verified to be at an acceptable level by the County through the County’s ConnectArlington fiber optic network or other mutually acceptable means. In addition, the County Manager may waive coverage requirements in secure areas as well as in cases where State and County requirements overlap.

39. Retail Elements (Final Building Permit)

The Developer agrees to meet the requirements of this condition prior to the issuance of the Final Building Permit.

A. The Developer agrees to the following for retail space, as shown on the plans referenced in Condition #2 above, within the Site Plan:

1) If the project is located within one of Arlington’s Major Planning Corridors the Rosslyn-Ballston Corridor, then the Developer will market a minimum of 52,775 square feet of retail space located on the first floor of the building to uses as shown for that location in the approved Arlington County Retail Plan (ACRP) Retail Action Plan for the Rosslyn-Ballston Corridor, dated May 2001-July 2015, or other applicable retail policy documents in effect at the time of County Board approval, and consistent with the standards in this Condition #39.
If the project is located outside of the Rosslyn-Ballston Corridor, then the Developer agrees to market a minimum of __________ square feet of retail space located on the first floor of the building to uses consistent with the listings under “Retail Categories” as listed on pages 5-6 in the approved Retail Action Plan for the Rosslyn-Ballston Corridor, dated May 2001, or other applicable retail policy documents in effect at the time of County Board approval, and any other uses which the Zoning Administrator may determine are of the same general character (as same general character is described in Section 15.1.6 of the Zoning Ordinance), provided that they are consistent with the standards in this Condition #40.

The Developer agrees to submit the marketing material and/or a letter detailing the marketing efforts, and first floor plans consistent with the standards in this Condition #39, and obtain approval of such material or letter from the Zoning Administrator as having met the standards of this condition.

2) The retail space shall be designed and used in a manner consistent with the Sector Plan, adopted in

3) For retail space greater than 3,000 square feet, the Developer agrees to retain a retail broker and meet with AED to discuss the strategy and marketing plans for the retail space. The Final Building Permit shall not be issued until documentation has been provided to the Zoning Administrator from AED that this meeting has occurred and a retail broker retained.

4) Standards for Retail Spaces: The retail spaces shall be designed and constructed to meet the Retail and Urban Design guidelines set forth in the ACRP. The developer agrees to notify all tenants of this requirement and to include interior and exterior that are functional and attractive to prospective retailers and that animate the street frontage, including but not limited to the following:

   a. Approximately 15 foot floor to floor minimum heights on the first floor, as shown on the plans dated November 14, 2015 and October 5, 2015 and an average of 15 foot floor to floor minimum heights on the second and third floors, as shown on the plans dated November 14, 2015 and October 5, 2015.

   b. Access to the service corridor/areas as shown on the architectural plans dated November 14, 2015 and October 5, 2015.

   c. Rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions. If the tenant(s) is unknown at the time of construction, the Developer may, in lieu of rough-in of utilities, include such work as part of the tenant improvement budget at the Developer’s cost.

   d. Provision to connect to venting systems and grease traps required for any food preparation or restaurant use.
e. Sufficient transparency of the building facade to achieve adequate street exposure, as set forth in Condition #26 above. The Developer agrees to notify all tenant(s) of this requirement.

f. Parking as set forth in Condition #33.

B. Changes to Retail Spaces:
   1) The Developer agrees that minor adjustments in the approved retail Gross Floor Area (GFA), or to details of the retail spaces as outlined in this Condition #39, shall be submitted to and may be approved by the Zoning Administrator if she finds that such changes are minor, as defined below, and are consistent with the original Site Plan approval. For the purposes of the preceding sentence, minor adjustments shall include only the following: (i) a minor adjustment in the location of the retail along the street frontage on the ground floor; or (ii) a minor adjustment in the GFA for the retail space, as long as the total approved retail GFA for the entire Site Plan does not change; or (iii) a minor adjustment in the elements of the retail space as described in this Condition #39. All other changes to the approved retail will require a Site Plan amendment.

   2) Any change in the use of the retail space from retail to office or other uses inconsistent with this Condition #39 shall require a Site Plan amendment.

40. Safety Measures at Garage Exit Ramps (Final Building Permit)
The Developer agrees to install safety measures, which may include but shall not be limited to speed bumps, at garage exit ramps at locations where ramps abut the pedestrian sidewalk, in order to slow vehicular traffic prior to vehicles crossing the sidewalk. The Developer agrees to show the locations of the safety measures on the ground level final building floor plans and shall obtain review and approval by the Zoning Administrator of the safety measures as meeting this condition prior to the issuance of the Final Building Permit.

41. Public Use and Access Easements (First Partial Certificate of Occupancy)
Intentionally Omitted.

42. Transportation Management Plan (Shell and Core Certificate of Occupancy)
The Developer agrees to submit to, and obtain review and approval from the County Manager of, a Transportation Management Plan (TMP) prior to the issuance of the Shell and Core Certificate of Occupancy for each respective building or phase of construction per Condition #5. Such approval shall be given if the County Manager finds that the TMP for each building includes a schedule and description of implementation and continued operation, throughout the life of the Site Plan, of all elements outlined below under sub-sections A (Participation and Funding), B (Facilities and Improvements), C (Carpool, Vanpool, and Carshare Parking), D (Promotions, Services, and Policies), and E (Performance and Monitoring).

The Developer agrees to ensure consistency between this TMP and the Parking
Management Plan, to the extent TMP provisions are applicable to the operation and management of parking facilities.

Unless otherwise specified, the Developer agrees that all individual elements of this TMP shall be operational prior to issuance of the Shell and Core Certificate of Occupancy.

All dollar denominated rates shall be adjusted for inflation by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator from the date of Site Plan approval.

A. Maintain Participation and Funding

1) Establish and maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of the property owner.

2) Designate a member of building management as Property Transportation Coordinator (PTC) to be a primary point of contact with the county and undertake the responsibility for coordinating and completing all Transportation Management Plan (TMP) obligations. The applicant and/or building management shall provide, and keep current, the name and contact information of the PTC to Arlington County Commuter Services (ACCS) or successor. The PTC shall be trained, to the satisfaction of ACCS, to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.

3) Contribute annually to ACCS, or successor, to sustain direct and indirect on-site and off-site services in support of TMP activities. Annual contribution shall be calculated based on a rate $0.06 per square foot of GFA for commercial (office, retail, hotel) use and $0.035 per square foot of GFA for residential use, escalated by CPI from the year 2008, per year for 30 years. Payment on this commitment shall begin as a condition of issuance of the Shell and Core Certificate of Occupancy for each respective building or phase of construction. Subsequent payments shall be made annually.

B. Facilities and Improvements

1) Provide in the lobby or lobbies, an information display(s), the number/content/design/location of which will be approved by ACCS, to provide transportation-related information to residents and visitors. The PTC shall keep display(s) stocked with approved materials at all times.

2) Maintain bus stops and shelters within 50 feet of the property and contiguous to the property free of snow, ice, trash, and debris. Maintain a six (6) foot wide path, or the full width of the sidewalk (if less than six (6) feet), clear of snow and ice, from these bus stops to the main entrance of the building(s). This requirement only applies to property owned or controlled by the Developer or the County.
3) Provide an ADA-compliant hotel van (with lift) to provide shuttle service to and from designated Metro station(s) for employees and guests. The van shall be staffed by a full-time employee, with a dedicated van accessible parking space provided on the ground level of the mixed-use parking garage. The van shall be parked in this space when not in service. A communication device shall be provided with the hotel for on-call service (hotel only).

4) Provide a Bicycle Facilities Management Plan. This plan shall include:
   
   (1) A description of how access will be provided and how building occupants will be notified periodically of the facilities.
   
   (2) Identification of party(s) (person, agency, organization) responsible for managing the bicycle storage facilities and access to showers and lockers.
   
   (3) A description of how the bicycle storage facilities, including access to showers and locker, will be managed and operated, including:
      
      a. Hours of operation or availability to users. Showers and lockers for office/hotel/retail uses shall be available to employees during all hours in which employees may access the building. Bicycle commuters shall be permitted to use the lockers for storage 24 hours per day, 7 days per week, to facilitate bicycle commuting.
      
      b. Management of registration and access of persons and bicycles to use the facilities.
      
      c. Management of locker assignments, and re-assignments, to bicycle commuters.
      
      d. Methods to notify building occupants of the amenities, and the frequency of the notifications.
   
   (4) Policy for abandoned bicycles.

C. Carpool, Vanpool, and Carshare Parking

1) Carpools and Vanpools (for non-residential uses only)
   
   Operate a carpool/vanpool program with required elements including, at minimum:
   
   a. Provide reserved, signed, spaces for carpools and vanpools conveniently located with respect to main entrances/elevators serving the building.
   
   b. Provide two-person carpools with a parking subsidy equal to one-third the single-occupant vehicle monthly rate.
   
   c. Provide three-person (or more) carpools with a parking subsidy equal to two-thirds the single-occupant vehicle monthly rate.
d. Provide registered vanpools with free parking.

e. Investigate providing reserved, signed, spaces for carpools and vanpools conveniently located with respect to main entrances/elevators serving the building in the adjacent existing parking garage.

f. The carpool/vanpool program elements shall be reevaluated after one year and may be eliminated or revised based on agreement with the County Manager.

2) Carshare (for all uses)

Provide, to the extent a willing carsharing service partner can be identified, two (2) carsharing parking spaces in a desirable location within the residential garage for a minimum of two (2) years. The use of these spaces for carsharing shall not count against the residential parking ratio and thus will not require additional spaces beyond those shown on the revised plans dated November 14, 2015 and October 5, 2015. Twenty-four (24) hour, seven (7) day a week access to the carsharing vehicles by members will be provided with service beginning as close to initial occupancy of the residential units as possible. Promote the location and availability of these vehicles to residents. If the Developer cannot initially identify a willing carsharing partner, the Developer shall offer free parking, revenue guarantee or other incentives to encourage the carsharing services to provide service in these spaces for a minimum of two (2) years. Encourage the use of carsharing programs. Options for encouraging carsharing include provision of carsharing services in the building garage, provision of carsharing membership subsidies, and promotion efforts that explain how these services work, where they are found, and their benefits.

D. Promotions, Services, and Policies

1) Prepare, reproduce and distribute a hard copy welcome package consisting of informational materials provided by Arlington County, which includes site-specific ridesharing and transit-related information, to each new residential lessee or purchaser, and office, retail, hotel, property management, or maintenance employee, who moves into or begins employment in the building, from initial occupancy through the life of the site plan.

2) Provide one time, per person, to each new residential lessee or purchaser, and each new office, retail, hotel, property management, or maintenance employee, directly employed or contracted, who moves into or begins employment in the building throughout initial occupancy, the choice of one of the following:

a. $65.00 Metro fare on a SmarTrip card or successor fare medium
b. A one year bikeshare membership
c. A one year carshare membership
Purchase 50% of the anticipated need for such SmarTrip cards or successor fare medium and Metro fare prior to the First Partial Certificate of Occupancy for Tenant Occupancy and maintain stock on hand thereafter.

In addition, provide a choice of either 1) a SmarTrip card or successor fare medium plus $65.00 Metro fare media, 2) a one-year bikeshare membership, or 3) a one-year carshare membership, to a minimum of one tenant for each of 118 units for 30 years. Each year, this benefit shall be offered first to the tenants who do not contract for a parking space in the garage, after which the balance shall be made available to any tenant.

3) Provide, administer, or cause the provision of a sustainable commute benefit program for each on-site property management, maintenance, and hotel employee, which program shall include, at a minimum, pre-tax employee contributions and/or tax-free transit or vanpool monthly contributions.

4) Provide, under a “transportation information” heading on the Developer and property manager's websites regarding this development:

   a. Website hotlinks to the most appropriate Arlington County Commuter Services web page(s). Obtain confirmation of most appropriate link from ACCS.
   b. A description of key transportation benefits and services provided at the building, pursuant to the TMP.

5) Reference the nearest Metro Station, bus routes, and other transportation services in all promotional materials and advertisements.

6) Assist Arlington County in transit, clean air, and traffic mitigation program promotion by distributing information upon request, up to four times per year, to all residents, tenants, employees, and visitors and posting notice of such promotions in prominent locations within the building(s).

E. Performance and Monitoring

1) Upon approval of the TMP by the County, the Developer agrees to implement all elements of the plan with assistance when appropriate by agencies of the County.

2) The Developer agrees to reimburse the County the full cost up to a maximum of $14,000 ($7,000 per land use type) for, and participate in, a transportation and parking performance monitoring study at two years, five years, and each subsequent five years (at the County’s option), after issuance of the Shell and Core Certificate of Occupancy, for the life of the site plan. The study may include:
   i. building occupancy rates,
   ii. average vehicle occupancy,
   iii. average garage occupancy for various day of the week and times of day,
iv. daily vehicle-trips to and from the site,
v. parking availability by time of day,
vi. average duration of stay for short term parkers on various days of the week and times of day,
vii. pedestrian traffic,
ix. a seven-day count of site-generated vehicle traffic,
viii. a voluntary mode-split survey,
x. Hourly, monthly, and special event parking rates.
The building owner and/or operator shall notify, assist, and encourage building occupants and visitors on site to participate in mode-split surveys which may be of an on-line or email variety. The County may conduct the study or ask the owner to conduct the study. As part of the study, a report shall be produced as specified by the County.

3) During the first year of startup of the TMP and on an annual basis thereafter, the Developer shall submit an annual report, which may be of an on-line, or email variety, to the County Manager, describing completely and correctly, the TDM related activities of the site and changes in commercial tenants during each year.

43. Affordable Housing Contribution (Shell and Core Certificate of Occupancy)
   A. For Affordable Housing Per the Ordinance – (Shell and Core Certificate of Occupancy) The Developer agrees to submit to and obtain from the County Manager confirmation or approval of the finalized plan for meeting the requirements of the affordable housing ordinance prior to the issuance of the Shell and Core Certificate of Occupancy. If the Developer fulfills the requirements through a case contribution, the Developer shall make the check payable to the Arlington County Treasurer and deliver the check to the Arlington County Housing Division prior to issuance of the Shell and Core Certificate of Occupancy. If the Developer fulfills the requirements through on-site or off-site units, the Developer shall execute all necessary documents to implement the approved or confirmed plan prior to the First Partial Certificate for Tenant Occupancy. The finalized plan shall comply with Subsection 15.6.8 of the Zoning Ordinance, “Affordable Dwelling Units for Increased Density Within General Land Use Plan.”

44. Availability of Site Plan Conditions to Residential Condos, Cooperatives and Homeowners Associations (Shell and Core Certificate of Occupancy)
The Developer agrees to submit proof to the County Manager that it has satisfied this condition prior to the issuance of the Shell and Core Certificate of Occupancy for the building.

   A. If the project includes a residential condominium or cooperative component, then the Developer agrees that a copy of the conditions of this Site Plan approval shall be made available to all prospective purchasers with the condominium's, cooperative's or homeowners association's bylaws or agreements.
B. If the project includes a residential rental component that is converted to a condominium or a cooperative, then the Developer agrees that a copy of the conditions of this Site Plan approval shall be made available to all prospective purchasers with the condominium’s, cooperative’s, or homeowners’ association’s bylaws or agreements prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy following the conversion.

45. **Authorization for Police to Enter Residential Parking Areas (First Partial Certificate of Occupancy for Tenant Occupancy)**
The Developer agrees to develop, submit to, and obtain approval by the County Manager, of procedures whereby uniformed Arlington County Police will be authorized to enter the parking areas for purposes of enforcing compliance with County ordinances and state laws applicable to resident’s motor vehicles prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy.

46. **Obtain Master Certificate of Occupancy (Within 6 months of Receipt of the Certificate of Occupancy that permits full occupancy)**
The Developer agrees to obtain a Master Certificate of Occupancy within six (6) months of receipt of the Certificate of Occupancy that permits full occupancy. The Developer may request in writing to extend the timeframe for obtaining the Master Certificate of Occupancy. The request shall outline the reasons for the extension and shall be submitted to the Zoning Administrator for review and approval at least one (1) month prior to the end of the six-month time frame. The Zoning Administrator may approve such extension upon finding that the Developer is diligently and in good faith pursuing completion of the project, and will apply for and meet all requirements of a Master Certificate of Occupancy within a reasonable amount of time.

47. **Building Height Certification (Master Certificate of Occupancy)**
The Developer agrees to submit to, and obtain review and approval by the Zoning Administrator of one set of drawings certifying the building height as measured from the average site elevation to both the building roof and to the top of the penthouse roof prior to the issuance of the Master Certificate of Occupancy.

48. **Structural Modifications (Life of Site Plan)**

A. The Developer agrees that any structural modification or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager determines that any proposed changes to the facades or materials have a significant impact on the Site Plan, or otherwise meet Zoning Ordinance requirements for Site Plan amendments that require approval by the County Board, a Site Plan amendment shall be required.

B. The Developer agrees that no balconies, other than those identified in the approved Site Plan, shall be enclosed. Enclosure of any additional balconies shall constitute additional gross floor area and shall require a Site Plan amendment.

49. **Building Security Measures (Life of Site Plan)**
Intentionally Omitted.

50. **Snow Removal (Life of Site Plan)**
The Developer agrees to remove snow or ice from all interior streets, sidewalks, and ramps, and from required Fire Apparatus Access Roads (fire lanes) for the purpose of providing safe vehicular and pedestrian access throughout the site. Snow or ice fall less than six (6) inches shall be removed within twenty-four (24) hours, and six (6) inches and greater shall be removed within thirty-six (36) hours of the cessation of such snow fall or freezing. (Snowfall as measured by the National Oceanic and Atmospheric Administration at National Airport).

51. **Maintenance of Residential Common Areas (Life of Site Plan)**
If the project includes a residential component, then the Developer agrees that the maintenance of the common area, walkways, private drives and parking areas which are tied to condominium units shall be provided for by the condominium's, cooperative's or homeowners association's bylaws or agreements consistent with Section 14.1 of the Zoning Ordinance.

52. **Retention of Approved Parking Ratio over Subdivided Site (Life of Site Plan)**
The Developer agrees to provide parking for each building according to the approved parking ratio; when parking is not located within the parcel designation of each building but located within the overall project, it shall continue to be committed to the entire project for purposes of administering the Zoning Ordinance.

53. **Retention of Approved Density over Subdivided Site (Life of Site Plan)**
Pursuant to the Site Plan, the total density allocated for any new construction on any subdivided parcels of the Site Plan shall not exceed the total approved density for the entire Site Plan. No additional density shall be allowed on any individual parcel formed by subdivision of the site.

54. **Refuse Delivery to County Disposal Facility (Life of Site Plan)**
The Developer agrees to deliver all refuse, as defined by the Arlington County Code, to an operating refuse disposal facility designated by the County Manager. Any facility designated by the County Manager will have competitive rates at or below other facilities in the region otherwise available to the Developer. The Developer agrees that if it intends to deliver its refuse from this project to a facility other than the disposal facility designated by the County Manager, then the Developer shall submit that decision in writing to the DES Solid Waste Bureau along with a comprehensive cost analysis justifying the Developer’s decision. The Developer further agrees to stipulate in any future lease or property sale agreements and deeds that all tenants or property owners shall also comply with this requirement for the life of the Site Plan.

55. **Power Door Openers (Life of Site Plan)**
The developer agrees to install power door openers for the main pedestrian entrances to the residential building. In addition, at the secure interior doors, the developer agrees that call boxes, if used, shall be mounted and measured at a height that allows for hands-free
remote capability. The entrances to the lobby of the residential elevators from the first level of the parking garage will have automatic door openers. These items shall be installed and functional prior to issuance of any certificate of occupancy for tenancy for that phase of the building.

56. Canopies and Awnings (Life of the Site Plan)
The Developer agrees that it will not construct or permit to be constructed any structures within areas dedicated, or to be dedicated, as public sidewalk easements and public sidewalk and utilities easements pursuant to the conditions of this site plan, except canopies, awnings and/or other similar architectural details as depicted in the final site plan on the face of the building ("canopies and awnings"), within such easement areas, provided that all such canopies and awnings shall be consistent with the final design and site engineering plans approved by the County Manager. Such canopies and awnings shall also, among other requirements, meet the following minimum standards: each canopy or awning shall (i) be suspended from the face of a building or structure; (ii) have no ground supports; (iii) extend no more than six (6) feet into the adjoining public sidewalk easement or public sidewalk and utility easements; (iv) contain no permanent fixtures, such as, among other things, fans, heaters and sprinklers; (v) extend no more than six feet in any location from the face of the building to the outer edge of the canopy or awning; (vi) extend into the easement area no further than to a point that is five feet behind the back of the curb line; (vii) not be located in the clear space above any utility vault; and, (viii) maintain a clearance of at least eight feet above the public sidewalk to the lowest part of the canopy or awning, provided, that if such canopy or awning incorporates a sign, the canopy or awning and the sign shall meet all applicable zoning ordinance provisions.

In the event such canopies and awnings are approved by the County Manager as part of the final site plan, the Developer further agrees for itself, its successors in title and interest, and assigns, to indemnify and hold harmless the County Board of Arlington County, Virginia and County officials, officers, employees, and agents from all claims, negligence, damages, costs and expenses arising from the canopies and awnings. The Developer agrees that, in the event of an emergency, the County may remove the canopy or awning and shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal. In such event, the County shall not be responsible for replacing such canopy or awning.

The Developer agrees that in the event of need for routine utility work in the area of a canopy or awning, or need for County infrastructure repairs in the regular course of business in the area of the canopy or awning, the County may, by written notice delivered to the Developer, require the Developer, at the Developer’s sole cost and expense, to remove the canopy or awning within fourteen (14) days of delivery of said notice. The Developer further agrees that, if the canopy or awning is not removed within fourteen (14) days of delivery of said notice, the County may, at the sole cost and expense of the Developer remove the canopy or awning and the Developer agrees that the County shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal, or for replacing such canopy or awning.
The Developer agrees that, if the County Manager determines that any canopy or awning, whether or not approved, interferes with public access or is otherwise inconsistent with the public welfare, zoning ordinance requirements, or future development, the Developer agrees to, at its sole cost and expense, to remove the canopy or awning and fully restore any affected surface areas of the canopy, building or easement. The Developer agrees to complete removal of any canopy or awning upon notice of the County Manager’s determination. The Developer agrees that, if the Developer fails to remove the canopy or awning within the time specified, the County may remove the canopy or awning, at the expense of the Developer, and that the County shall not be liable for any loss or damage that may occur as a result of such removal.

57. **Construction Related Timing Modifications (Life of Site Plan)**

The Developer agrees that the County Manager, or his/her designee may, in his/her discretion, authorize revisions to the timing of the issuance of certain construction-related building permits subject to the approval of an Administrative Change application pursuant to the following:

A. The Developer demonstrates that the Request will not delay the time for delivery of required public improvements, and other conditions and commitments required by this site plan approval, including but not limited to: a) publicly maintained utilities, road, street, and/or other transit-related items and public open space (the “Public Improvements”); and b) any other contributions or commitments required in return for approval of bonus density and/or building height (the “Bonus Density Contributions”).

B. The Developer agrees that any Request which would alter the timing of construction-related permits must not conflict with the requirements in any other approvals related to the implementation of this site plan, including but not limited to ordinances of vacations and encroachments.

C. The Developer agrees that any Request must detail: a) how the timing of permits would be revised; and b) a revised schedule for providing all related Public Improvements and Bonus Density Contributions pursuant to the Request, if approved.

Upon approval of such Administrative Change application, the revised conditions relating to the timing of permits shall become part of these conditions.

58. **Randolph Street Connection (Life of Site Plan)**

The Developer agrees to provide an interior corridor for use as a public pedestrian path from N. Randolph Street adjacent to the existing loading entrance to the Mews areas of the retail center as shown on the plans dated November 14, 2015 and October 5, 2015 and reviewed and approved by the County Board on November 17, 2015. The corridor shall have 9 foot high ceilings and provide the minimum widths shown in the Exhibit entitled, “Mews Corridor Dimensions”, dated October 26, 2015 and prepared by RTKL. Additionally, the path shall be located as shown on the same referenced Exhibit. The
corridor shall be security monitored and be designed to include elements such as lighting, varying materials and finishes to walls, decorative flooring to establish clearly delineated pathways, decorative screening, and art work.

59. **Public Space Easements (Life of Site Plan)**
The Developer agrees, in accordance with the conditions set forth herein, to grant permanent surface Public Use and Access Easement(s) (“Public Access Easement(s)”’) to the County Board of Arlington County, Virginia for the benefit of the County and the public at large. The Public Access Easement(s) shall provide public use and access to areas shown on the Exhibit entitled “Easements for Public Space Within the Ballston Quarter Development” dated November 10, 2015 and prepared by VIKA (“Easement Exhibit”). The Public Access Easement(s) are identified individually, and the spatial area generally depicted, on the Easement Exhibit and designated thereon as follows (and collectively herein, sometimes called “Public Access Easement Area(s)”):

A. Retail Center interior space providing pedestrian use and access through the Mall Project between Wilson Boulevard and N. Glebe Road on Level One;
B. Vertical and horizontal circulation core consisting of doorways, elevators, stairs, and escalators for pedestrian use and access among the Retail Center and the Ballston Parking Garage on the Mall Concourse, Level One, Level Two and Level Three.
C. Pedestrian Bridge from the right of way line of Wilson Boulevard back through the Mall Project connecting Mall Two to the building adjacent to the north identified as 4201 Wilson Boulevard.
D. Exterior West Plaza of the Mall Project
E. Exterior East Plaza of the Mall Project and the Residential Project
F. Exterior Mews of the Mall Project and the Residential Project
G. Randolph Street Interior Corridor of the Residential Project

The final locations of the Public Access Easement Area(s) may change from the Easement Exhibit, but such locations shall be in accordance with the approved final building plans.

The Developer agrees to construct, improve, and landscape (as applicable) the Public Access Easement Area(s), as shown on 4.1 plans dated November 14, 2015 and October 5, 2015 and made a part of the public record on November 17, 2015.

Final landscape design, specifications, and installation of the West Plaza, East Plaza and Mews shall be subject to approval by the County Manager as part of the Final Landscape Plan. Construction and landscaping of these, and all Public Access Easement Areas, shall be completed and accepted by the County prior to the granting to and acceptance by the County Board of the Public Access Easement(s). Granting and acceptance of the Public Access Easement(s) shall be completed prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for any tenants at any location(s) in the Mall and the Residential Retail (excluding any tenant occupying the Mall Project immediately before, or at the time of, commencement of construction of the amended Site Plan which tenant is to remain or relocate within the Mall Project.)
The Public Access Easement(s) shall be granted by deed, in substance and form acceptable to the County Manager and in form acceptable to the County Attorney. The deed shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County.

The Developer agrees, at its sole cost and expense, to provide, at all times, for the continued care, cleaning, maintenance, repair, replacement and installation of the Public Access Easement Area(s) and all improvements contained, in whole or in part, within the Public Access Easement Area(s), including, but not limited to concrete, bricks, masonry, stone work, sidewalks, pathways, hallways, lighting, trash and recycling receptacles, steps, staircases, elevators, escalators and any other fixtures and improvements, if any, shown on the final site development and landscape plans. In addition, for all outdoor spaces within the Public Access Easement Area(s), the Developer shall provide, at its sole cost and expense, for all snow and ice removal.

The Deed (“Deed(s)”) for the Public Access Easement(s) shall:

b. Provide that all Public Access Easement Area(s) shall be open for public use and access twenty-four hours a day, seven days a week.

c. Provide that outdoor café seating may be permitted within the Public Access Easement Area(s) as shown on the Final Landscape Plan as approved by the County Manager.

d. Provide that no motorized vehicles, other than emergency vehicles, wheelchairs, or similar apparatus for persons with mobility impairment, and no bicycles, skateboards, roller skates, roller blades, scooters or similar non-motorized vehicles shall be operated in the Public Access Easement Area(s).

e. Provide that the County, its contractors and agents, and the public at-large, shall at all times, have full and free use of the Public Access Easement Area(s) for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise and use of the Public Access Easement(s), including, but not limited to, the right to access to and from the Public Access Easement(s); and the right to use the adjoining land of the developer where necessary, provided however, that this right to use the adjacent land shall be limited to that use necessary for the County, its contractors and agents, to repair or maintain the Public Access Easement Area(s) should the Developer fail to do so promptly after notice from the County, and further this right to use the adjacent land shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land unless otherwise provided in such Public Access Easement(s).

f. Provide that the Developer shall provide, at its sole cost and expense, for the continued care, cleaning, maintenance, repair, replacement and installation of the
Public Access Easement Area(s) and all improvements contained within the Public Access Easement Area(s), including, but not limited to concrete, bricks, masonry, stone work, sidewalks, pathways, hallways, lighting, trash and recycling receptacles, benches, seating, tables, steps, staircases, elevators, escalators, landscape, hardscape and any other fixtures or improvements, if any, shown on the final site development and landscape plans. In addition, the developer shall be responsible, at its sole cost and expense for snow and ice removal in the Public Access Easement Area(s).

g. Provide that upon written request of the Developer to the County Manager, stating the proposed time period, spatial area(s) and the reasons for such request, and with the written approval of the County Manager, not to be unreasonably withheld, the Public Access Easement Area(s), or portion thereof, may be temporarily restricted or prohibited for limited times and limited purposes (e.g. for maintenance, repair, or special events).

h. Provide that the Developer shall, at all times, remove or cause to be removed all trash and debris in the Public Access Easement Area(s).

i. Permit the installation, by the Developer, within the Easement Area, of benches, seating, steps, sidewalks, pathways, hallways, tables, shade umbrellas, elevators, escalators, stairways, trash and recycling receptacles, lighting, walls, landscape features and, hardscape features and other fixtures and improvements, all as depicted on the approved final landscape and final development plans.

j. Provide that the Developer may use the Public Access Easement Area(s) in any manner that is not inconsistent with the terms of the Deed(s) or inconsistent with the use of the Public Access Easement(s) for the purposes named therein.

k. Provide that the Developer may restrict or prohibit the following activities from the Public Access Easement Area(s): (1) soliciting; (2) vending; (3) any activity that violates the Noise Control Ordinance of Arlington County, Virginia; and (4) any activity which blocks or otherwise interferes with the use and enjoyment of the Public Access Easement Area by pedestrians.

l. Provide that the Developer shall indemnify and hold harmless the County Board, its elected and appointed officials, employees and agents from all liability, claims, damages, costs and expenses of whatever nature concerning or arising out of the design, construction, maintenance, repair, replacement, existence, removal, use and regulation of the Public Access Easement Area(s), and all activities occurring, and improvements and facilities contained, therein, by the Developer, the County, or the public at large.

m. The Developer agrees that the Deed(s) shall include the consent of any lender for the project that is the subject of the site plan, the subordination of any lien or a mortgage or deed of trust and the consent of all parties and entities having any
property interest, with priority in any portion of the Public Access Easement Area(s).

The Developer agrees that the Public Access Easement(s) shall include the consent of any lender for the project that is the subject of the site plan, the subordination of any lien or a mortgage or deed of trust and the consent of all parties and entities having any property interest, with priority in any portion of the Public Access Easement Area(s).

60. **Fulfillment of Conditions by Others (Life of Site Plan)**

   Improvements and requirements set forth in these Conditions shall be the responsibility of the Developer. If however, terms as set forth in these conditions are pursued with the completion of adjacent development by others, the Developer shall submit to the Zoning Administrator in a form and substance that he/she finds satisfactory, documentation that the condition requirement has been completed.

61. **Modification of Existing Tenant Spaces**

   The existing retail spaces may be modified or altered to facilitate the redevelopment or relocation of existing tenants who are to remain on-site during construction. Such modifications may be made without the necessity of filing an application to amend the Site Plan so long as the density is not increased with such modifications or alterations. Further, the developer agrees to notify the County Manager prior to making exterior modifications of existing tenant spaces for redevelopment or relocation purposes but not for interior alterations. Such modifications or alterations shall be reviewed and approved through an Administrative Change request by the Zoning Administrator.

62. **Existing Tenant Certificates of Occupancy**

   Throughout these conditions, the use of the term “Certificate of Occupancy for Tenant Occupancy” is intended to apply only to new tenants and shall not be applicable to existing tenants as of the date of approval of this site plan who are to remain or may be relocating within the project as part of the site plan amendment. This includes use of the term with other words such as First, Partial, Last or otherwise.
Attachment A
In-Building First Responder Network Definitions and Testing Protocol

Definitions
As used in the standard site plan condition entitled “Developer Installation of In-Building First Responder Network”, unless the context requires a different meaning:

“alarm reporting” means an SNMP (Simple Network Management Protocol)-based monitoring system that sends notifications of faults or diminished performance.

“dedicated communications conduit” means conduit assigned to contain only the fiber optic cable used for public safety communications;

“dedicated backup power” means a secondary source of power, whether from battery or emergency generator, supplying automatically when the primary power source is lost, continuously operational for no less than 12 hours and, if from a battery, charging itself automatically in the presence of an external power input and contained in a NEMA 4 enclosure;

“donor antenna” means a bi-directional antenna mounted to the roof of a building interconnected to optical signal conversion and distribution equipment;

“fiber distribution equipment” means one or more modules capable of converting optical signals into radio frequency signals for distribution to all interconnected omni-directional antennas;

“head-end equipment” means one or more modules capable of receiving radio frequency signals from a donor antenna, amplifying the radio frequency signals, and converting the radio frequency signals into optical signals for distribution via fiber optic cable to all fiber distribution units throughout the building and are contained in a NEMA 4 enclosure;

Testing Protocol
When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system “the system” tested to ensure that two-way coverage on each floor of the building reveals a minimum signal strength of -95 dBm in 95 percent of the building’s area. In addition, the quality of radio signal should be no less than Delivered Audio Quality (DAQ) 3.4 as defined by the Telecommunications Industry Association (TIA). The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal areas.

2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the County.

3. The test shall be considered failed if more than two nonadjacent grid areas do not meet the signal strength requirements.
4. In the event that three nonadjacent areas fail the test, in order to be more statistically accurate, the floor shall be divided into 40 equal areas. The test shall be considered failed if more than four nonadjacent grid areas do not meet the signal strength requirements. If the system fails the 40-area test, the system shall be modified to meet the 95 percent coverage requirement.

5. A test location approximately in the center of each grid area shall be selected for the test. The radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail. Prospecting for a better location within the grid area shall not be allowed.

6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file within the building so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the developer shall be required to rerun the acceptance test to reestablish the gain values.

7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure false oscillations are not being generated by the subject signal booster.

8. The antennas, cable, and other passive components of the system shall be rated to operate at least between 400MHz and 5.0 GHz.

The minimum qualifications of the system designer, tester and lead installation personnel shall include:

   a. A valid FCC-issued General Radio Operators License; and

   b. Certification of in-building system training issued by a nationally recognized organization or school or a certificate issued by the manufacturer of the equipment being installed.

   Personnel may be exempt from these requirements upon successful demonstration of adequate skills and experience satisfactory to the County Manager or designee.
PREVIOUS COUNTY BOARD ACTIONS:

May 18, 1982  
Approved a site plan amendment (Z-2224-82-2) for the redevelopment of Parkington Shopping Center, for three office buildings, for the remodeling of an existing department store and shops and an addition to the existing parking garage plus a new parking structure.

July 9, 1983  
Approved a site plan amendment (new site plan) (Z-2224-82-2 and Z-2238-83-2) SP#193 to modify the approved site plan to incorporate new site area into the redevelopment and to revise the approved site plan. Total density approved 1,450,285 s.f. [(850,000 s.f. of office g.f.a. in 3 bldgs., 25,000 s.f. of retail/office g.f.a. and 662,660 s.f. of commercial g.f.a. excluding mall area (76,475 s.f. and cinema 10,900 s.f.).]

April 4, 1987  
Approved a site plan amendment to permit an outdoor cafe (Ecco Cafe) with a review in one (1) year.

July 11, 1987  
Approved a site plan amendment to modify condition #2 to allow the word "Ecco" to be used in conjunction with the logo on the panel demarcating the outdoor cafe area.

April 16, 1988  
Continued a site plan amendment to the operation of an outdoor cafe (Ecco Cafe) with a review in two (2) years.

August 12, 1989  
Deferred site plan amendment request for a comprehensive sign and lighting plan to the October 7, 1989 County Board meeting.

September 12, 1989  
Approved site plan amendment request to permit conversion of 408 s.f. of retail space to office use for five years subject to one (1) condition.

October 7, 1989  
Deferred site plan amendment request for a comprehensive sign and lighting plan to the January 6, 1990 County Board meeting.
<table>
<thead>
<tr>
<th>Date</th>
<th>Action Description</th>
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</thead>
<tbody>
<tr>
<td>January 9, 1990</td>
<td>Deferred site plan amendment request for a comprehensive sign and lighting plan to the April 7, 1990 County Board meeting.</td>
</tr>
<tr>
<td>April 7, 1990</td>
<td>Continued site plan amendments for the operation of an outdoor café (American Café) with a review in two (2) years.</td>
</tr>
<tr>
<td>April 7, 1990</td>
<td>Deferred site plan amendment request for a comprehensive sign and lighting plan to the July 7, 1990 County Board meeting.</td>
</tr>
<tr>
<td>April 3, 1993</td>
<td>Continued a site plan amendment (SP #193) for operation of an outdoor café in conjunction with an existing restaurant.</td>
</tr>
<tr>
<td>July 13, 1993</td>
<td>Approved a site plan amendment for operation of a summer day camp for up to 40 children, ages 5 to 12 years, weekdays, from 7:00 a.m. to 6:30 p.m. from June through September on the 3rd level of the Mall.</td>
</tr>
<tr>
<td>September 11, 1993</td>
<td>Took no action on site plan amendment (SP #193) to permit six tables of an outdoor café in the public right-of-way.</td>
</tr>
<tr>
<td>March 9, 1996</td>
<td>Adopted an ordinance stating that the amount and type of signage proposed for the Ballston Common Mall is consistent with the County Board’s adopted policy establishing this site area as a major focal point for the Ballston area, and that the approved sign plan will reinforce the retail component and unity of this focal point project consistent with the “Sign Guidelines for Site Plan Buildings”</td>
</tr>
<tr>
<td></td>
<td>Deferred a site plan amendment (SP #193) for a comprehensive sign plan to the March 23, 1996 County Board meeting.</td>
</tr>
<tr>
<td>March 23, 1996</td>
<td>Approved a site plan amendment (SP #193) for a comprehensive sign plan (banners, retail tenant signs, mall identification signs, directional signs, and pylon and free-standing signs) including three Ballston Common Mall identification signs.</td>
</tr>
<tr>
<td>Date</td>
<td>Action</td>
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<tr>
<td>July 3, 1996</td>
<td>Deferred a site plan amendment (SP #193) for a comprehensive sign plan including retail tenant, mall identification, directional pylon, and freestanding signs.</td>
</tr>
<tr>
<td>July 19, 1997</td>
<td>Deferred a site plan amendment request (SP #193) to August 2, 1997, for construction of a new office building including 230,361 square feet of office gross floor area, 29,334 square feet of restaurant/retail (which includes 7,005 square feet of pedestrian mall area), and 80,014 square feet of theater space; a comprehensive sign plan; modification of use regulations to exclude pedestrian mall and theater space from floor area ratio; and modification for additional office building height.</td>
</tr>
<tr>
<td>August 2, 1997</td>
<td>Approved a site plan amendment (SP #193) for a new office building including 230,361 square feet of office gross floor area, 29,334 square feet of restaurant/retail gross floor area including 7,005 square feet of mall area and 80,014 square feet of theater space, including a comprehensive sign plan subject to conditions.</td>
</tr>
<tr>
<td>November 1, 1997</td>
<td>Approved a site plan amendment (SP #193) for construction of a partial sixth floor with approximately 40,000 square feet of gross floor area on the existing building for administrative offices and a corresponding reduction of approximately 40,000 square feet from the approved but unbuilt “Point Office Building”.</td>
</tr>
<tr>
<td>December 16, 1997</td>
<td>Ratified and approved the lease agreement between the Arlington County Board and Ballston Common Associates, L.P. for the subject County-owned property at a rent of $350 per month and adopted an ordinance to permit temporary a temporary construction staging area, partially on-site and partially off-site.</td>
</tr>
<tr>
<td>March 13, 1999</td>
<td>Approved a site plan amendment (SP #193) to permit an outdoor café with a maximum seating area of 60 and live entertainment between the hours of 11:00 a.m. and 1:30 a.m., Mondays through Sundays, for Rock Bottom Brewery Restaurants.</td>
</tr>
</tbody>
</table>
July 10, 1999
Approved a site plan amendment (SP #193) and amended conditions of the approved site plan continue to permit a temporary construction staging area, partially on-site and partially off-site for a period of two (2) years from June 13, 1999 to June 13, 2001).

Ratified and approved the lease agreement attached to the County Manager’s June 23, 1999 report between the Arlington County Board and Ballston Common Associates, L.P. for the subject County-owned property at a rent of $350 per month.

November 13, 1999
Approved a site plan amendment (SP #193) to permit an outdoor café within the public right-of-way and to permit a comprehensive sign plan.

January 29, 2000
Approved site plan amendment (SP #193) for two rooftop signs (one on an alternative location) at the Ballston Tower building for parcels of real property located at 627 - 701 North Glebe Road (east side) and 4100 through 4128 Wilson Boulevard and 504 through 708 North Randolph Street subject to three new conditions.

April 8, 2000
Deferred site plan amendment (SP #193) to permit a 13-story office building with ground floor commercial retail space, consisting of a total of approximately 262,000 gross square feet and a modification of use regulation for building height on premises known as Parcel D-1, Ballston Common.

May 23, 2000
Deferred site plan amendment (SP #193) to permit a 13-story office building with ground floor commercial retail space, consisting of a total of approximately 262,000 gross square feet with a modification of use regulations for building height, tandem parking and to permit a comprehensive sign plan on premises known as Parcel D-1, Ballston Common.
<table>
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<tr>
<th>Date</th>
<th>Approval Details</th>
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<tbody>
<tr>
<td>June 24, 2000</td>
<td>Approved an agreement with May Department Store Company and amendments to Ballston Public Parking Garage Bond documents.</td>
</tr>
<tr>
<td></td>
<td>Approved a site plan amendment (SP #193) for Parcel D-1, Ballston Common Point site and modification of use regulations for tandem parking and a comprehensive sign plan subject to conditions.</td>
</tr>
<tr>
<td>August 5, 2000</td>
<td>Approved site plan amendment (SP #193) to enclose the exterior arcade to accommodate year round restaurant seating, additional outdoor seating and modifications to exterior facade for Chicken Out Rotisserie.</td>
</tr>
<tr>
<td>October 13, 2001</td>
<td>Approved site plan amendment (SP #193) to replace the previously approved 8-inch caliper trees with 6.5-inch caliper trees.</td>
</tr>
<tr>
<td></td>
<td>Approved site plan amendment (SP #193) to convert interior retail space to office space, and amend the comprehensive sign plan subject to all previous conditions and new conditions.</td>
</tr>
<tr>
<td>February 9, 2002</td>
<td>Approved major site plan amendment (SP #193) for the development of the 8th level of the Ballston Common parking garage including parking, a two-story ice skating facility with ancillary uses and a training facility, with a second story including office use and a mezzanine to the ice rinks subject to conditions.</td>
</tr>
<tr>
<td>October 19, 2002</td>
<td>Deferred site plan amendment (SP #193) to amend comprehensive sign plan for the Ballston Common Mall to the November 16, 2002 meeting.</td>
</tr>
<tr>
<td>November 16, 2002</td>
<td>Approved a site plan amendment for a comprehensive sign plan for the Ballston Point building, subject to all previous conditions and new conditions.</td>
</tr>
<tr>
<td></td>
<td>Approved a site plan amendment for a comprehensive sign plan for the Ballston Common Mall, subject to all previous conditions and new conditions.</td>
</tr>
<tr>
<td>Date</td>
<td>Action Description</td>
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<tr>
<td>December 7, 2002</td>
<td>Approved a site plan amendment for a weekly live comedy show within the Ballston Common Mall, subject to the following condition and review in one (1) year (December 2003).</td>
</tr>
<tr>
<td>December 6, 2003</td>
<td>Continued a site plan amendment for a weekly live comedy show within the Ballston Common Mall, subject to all previous conditions and review by the County Board in three (3) years (December 2006).</td>
</tr>
<tr>
<td>June 14, 2003</td>
<td>Approved a site plan amendment for the ice skating facility to amend condition #60 and permit minor building modifications, subject to all previous conditions and three revised conditions.</td>
</tr>
<tr>
<td>July 19, 2003</td>
<td>Discontinued a site plan amendment for relocation of office use at 4238 Wilson Boulevard.</td>
</tr>
<tr>
<td>October 18, 2003</td>
<td>Approved a site plan amendment for conversion of retail use to office (within the Ballston Common Mall) until January 2006.</td>
</tr>
<tr>
<td>July 10, 2004</td>
<td>Approved a site plan amendment to expand the theater for a weekly live comedy show within the Ballston Mall, subject to the previous condition #1 of this site plan amendment and condition #2 below, with a County Board review in two (2) years and six months (December 2006) along with the original site plan amendment.</td>
</tr>
<tr>
<td>December 14, 2004</td>
<td>Approved a site plan amendment for the ice skating facility to remove the mesh from the façade of the parking garage structure, subject to all previous conditions and two revised conditions (#1 and #30).</td>
</tr>
<tr>
<td>October 14, 2006</td>
<td>Approved a site plan amendment for the ice skating facility for a comprehensive sign plan, including rooftop signs, subject to all previous conditions with two amended conditions (Condition #30 and #44) and one deleted condition (Condition #62). Carried over discussion pertaining to the illumination of the rooftop signs to the November 14, 2006 meeting.</td>
</tr>
<tr>
<td>Date</td>
<td>Action Description</td>
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<tr>
<td>November 14, 2006</td>
<td>Deferred a site plan amendment to illuminate the two approved rooftop signs for the ice skating facility to the December 9, 2006 meeting.</td>
</tr>
<tr>
<td>December 9, 2006</td>
<td>Renewed the site plan amendment for an expanded theater, subject to all previous conditions, and with a County Board review in three (3) years (December 2009). Deferred a site plan amendment to illuminate the two approved rooftop signs for the ice skating facility to the January 27, 2007 meeting.</td>
</tr>
<tr>
<td>January 27, 2007</td>
<td>Approved a site plan amendment to illuminate the two approved rooftop signs for the ice skating facility.</td>
</tr>
<tr>
<td>September 13, 2008</td>
<td>Approved a site plan amendment to permit live entertainment and dancing at Union Jack’s, subject to conditions and renewal in one (1) year (September 2009).</td>
</tr>
<tr>
<td>July 14, 2009</td>
<td>Accepted withdrawal of a site plan amendment for outdoor seating in the public right-of-way at Union Jack’s.</td>
</tr>
<tr>
<td>September 26, 2009</td>
<td>Renewed a site plan amendment for live entertainment and dancing subject to all previous conditions, four (4) new conditions and two (2) amended conditions, and with an administrative review in six (6) months (March 2010) and County Board review in one (1) year (September 2010).</td>
</tr>
<tr>
<td>December 12, 2009</td>
<td>Renewed a site plan amendment for a theater subject to all previously approved conditions and a new Condition #3, with a County Board review in five years (December 2014).</td>
</tr>
<tr>
<td>December 13, 2014</td>
<td>Renewed a site plan amendment for live entertainment at a theater, subject to all previously approved conditions, with an amended Condition #3 and a new Condition #4 and with no further scheduled County Board review.</td>
</tr>
</tbody>
</table>
SP #193 Ballston Common
Development Related County Board Actions
A Summary Document
County Board Action: May 18, 1982

Concurrent with a General Land Use Plan Amendment from “General Commercial” to “Medium” Office Apartment Hotel and a rezoning from “C-3” to “C-O-2.5”, The County Board approved a site plan, Ballston Galleria, to redevelop the Parkington Shopping Center including:

- Renovate the existing Hecht’s store,
- Construct a new mall, and department store and shops,
- Construct three new office buildings, and
- Add three new parking levels to existing garage.

The total development program including both the existing department store, new stores and shops and office additions included spread across 13.10 Acres. This area encompassed the entirety of the block except for approximately 27,500 sf of site area. The applicants indicated that they had an option to purchase 14,500 sf of this remaining area.

<table>
<thead>
<tr>
<th>Site Area</th>
<th>570,429 sf (13.1 Acres)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Use</th>
<th>GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>780,000 sf</td>
</tr>
<tr>
<td>Retail</td>
<td>646,073 sf</td>
</tr>
<tr>
<td>Mall</td>
<td>(98,000) sf</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,426,073 sf</td>
</tr>
</tbody>
</table>

Parking (Existing and New) | 1,082,000 sf

*Note: Total project GFA excludes the mall square footage.*

The multi building site plan was to be constructed in three phases:

1. Renovate Hecht’s, construct second department store, three story retail mall with approx. 100 stores, expanded 8 story parking garage and 12-story office building.
2. 12-story office building at the Point (Wilson and Glebe)
3. Office building near the Randolph and Glebe Intersection.

**Modifications of Use Regulations:**

- Density – 98,000 sf of GFA for open pedestrian mall area to be excluded from density based on the Zoning Ordinance provision of then 36.H.5:

  *Provisions made for open space and other environmental amenities;*

  *Relationship to existing or permitted uses and buildings abutting or across the street from the subject project; and*

  *Contribution of requirement community facilities.*
The Applicant agreed to make the center corridor in the mall open to the public between 6 am and 12 midnight, weekdays. The Proposed retail mall area also provided community service in that displays and events in the mall were to be open to the public and include local art shows, music and public education programs.

- Parking – Retail parking provided based on 70.8% of retail GFA (“parking standard for “C-O” zoning district and the site plan’s office use) and not standard of 1 space per 200 sf per the Zoning Ordinance (C-O-2.5 parking standard). No parking provided for the 98,000 sf of mall area.
  - Consistent with treatment of parking for Shirlington. Further, it was considered sufficient based on the complementary characteristics of mixed use office and retail parking demands, proximity to Ballston Metro Station, and County’s efforts to encourage redevelopment of Parkington.

Conditions:

- (Condition 3) Submit final development and landscape plan for point park for County Manager review. Also provide a perpetual public use easement for the park area.
- (Condition 6) The retail, mall and mechanical areas not to be converted to office use.
- (Condition 17) Total office and retail GFA including mall service corridors and service and mechanical space located in areas other than basement and penthouse shall not exceed 1,426,073 sf. Total office GFA not to exceed 780,000 sf. Notwithstanding condition #6, retail in the basement of Hecht’s building may be used for commercial or office with the Zoning Administrator’s approval. The office use of the Hecht’s basement will not affect the 780,000 sf limit for office in the project.
- (Condition 18) Final design of the Phase III office building requires a site plan amendment and not to exceed 12 stories in height and the parking in Phase III to meet the requirements of the Zoning Ordinance.
- (Condition 19) Interior north/south walkway on first floor of mall between Glebe Road and Wilson Boulevard sidewalks for public access weekdays from 6 am to 12 midnight or as otherwise agreed to between the County Manager and owner.
- (Condition 25) Developer to design project to receive pedestrian bridge and participate in its design and approval, crossing Wilson Boulevard across N. Stuart Street. Minimum of 12 ft wide. Developer/Owners obligation to expire 10 years after approval of site plan.
County Board Action: July 9, 1983
The County Board approved a site plan amendment for Ballston Common, to incorporate a new site into the proposed redevelopment (concurrent with rezoning the site from C-3 to C-O-2.5) and other modifications as follows:

- Increase site area by 14,650 sf,
- Add a third department store,
- Relocate the third office building to above the third department store,
- Continue third story mall through the block to the third department store
- Delete a portion of the existing garage to include mall through this area to the third department store
- Add a cinema and relocate the food court area
- Add two public parks
- Elimination of pedestrian mall through the first floor of the Hecht’s to the atrium retail of the “point office” building.
- Three story mall planned to continue through the block from Wilson to Glebe to connect with the third proposed department store.

<table>
<thead>
<tr>
<th>Site Area</th>
<th>585,079 sf (13.43 Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use</td>
<td>GFA</td>
</tr>
<tr>
<td>Office</td>
<td>850,000 sf</td>
</tr>
<tr>
<td>Retail</td>
<td>662,660 sf</td>
</tr>
<tr>
<td>Mall</td>
<td>(76,475) sf</td>
</tr>
<tr>
<td>Office/Retail Flex</td>
<td>25,000 sf</td>
</tr>
<tr>
<td>Cinema</td>
<td>(10,900) sf</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,537,660 sf</td>
</tr>
<tr>
<td>Parking (Existing and New)</td>
<td>1,285,000 sf</td>
</tr>
<tr>
<td></td>
<td>3,450 spaces</td>
</tr>
</tbody>
</table>

Note: Total project GFA excludes the pedestrian mall area and cinema square footage.

At least two phases proposed for the implementation of the development:

1. Phase 1, renovate existing Hecht’s department store, and construct second department store, three story mall and an office building. The renovation for Hecht’s to include an additional office floor and an office floor in the basement extending under the mall area. This phase also to include a cinema and relocation of the food court in the basement of the pedestrian mall adjacent to Wilson Boulevard. Renovation of existing garage with 7 story addition along N. Randolph Street.
2. Phase 2 (future), included construction of the “point” office building and a third office building, third department store and 8th level of parking garage.
Modification of Use Regulations

- Density –
  - 76,475 sf of pedestrian mall area exclusion (previously excluded and area reduced)
  - 10,900 sf cinema exclusion (previously excluded)
  - 74,933 sf bonus in return for perpetual public easement over 46,688 sf of park at Randolph and Glebe under 36.H.5.a, provisions made for open space and other environmental amenities. This number is the total amount of area for the development program above the 2.5 FAR permitted after excluding GFA for the cinema and pedestrian mall area.

- Parking – consistent with the 1982 approval to permit the retail parking to be provided using the standard for “C-O” or 70.8% of the GFA and not “C-O-2.5” and no parking provided for the pedestrian mall. Parking provided at a slightly higher rate than the “C-O” requirements with the amended plan to accommodate increased demand.

Conditions

- (Condition 3) provide final development and landscape plan for the parks at Randolph Street and Glebe Road and provide perpetual public use easement.
- (Condition 16) Total retail and office floor area not to exceed 1,537,630 sf; Total office GFA not to exceed 875,000 sf.
- (Condition 17) Interior north/south walkway on the first floor of the mall between the Glebe Road sidewalk and the Wilson Boulevard sidewalk to remain open for public access weekdays between 6am and 12 midnight or as otherwise agreed upon by the County Manager and owner.
- (Condition 22) Developer to design project to receive a pedestrian bridge crossing Wilson Boulevard at N. Stuart Street. Developer/owners obligation for the condition was to expire 10 years from CB approval of the site plan amendment.
County Board Action: January 11, 1997

The County Board approved a site plan amendment to permit construction of a partial 6th floor with approximately 40,000 square feet of gross floor area for the existing Hecht Company building for administrative offices and a corresponding reduction of the same amount of floor area for the approved, unbuilt Point Office Building. Additional details:

- 133,769 sf of existing office gross floor area on the garage, 4th and 5th floors of the Hecht Building.
- Added 1,745 sf GFA proposed for additional office space to be located on the 5th floor terrace and 38,000 sf expansion of a 6th floor.
- Proposed GFA transferred from the approved, unbuilt “Point” office building.
- Increased building height by 20.51 feet from 81.65 feet to 102.16 feet (still within the permitted 12 stories)
- No change to overall approved site plan density with 850,000 sf office GFA, or parking with 3,450 parking spaces (1 space per 424 sf of GFA).
- Site Plan approved for 850,000 sf of office. With the amendment, 492,795 sf of office to remain for the Point Office Building and the office building to be located adjacent to N. Glebe Road.
**County Board Action: August 7, 1997**

The County Board approved a site plan amendment to eliminate the approved, unbuilt department store and instead permit relocation of the approved, unbuilt office building to be constructed at 14 stories comprised of one story of ground floor retail and restaurant space, two floors of movie theaters for a 12-screen Cineplex, and 11 stories of office above. Below is a summary of the approved, built and unbuilt densities for the project at the time of the site plan amendment.

<table>
<thead>
<tr>
<th></th>
<th>Retail GFA</th>
<th>Office GFA</th>
<th>Mall GFA</th>
<th>Office/Retail Flex GFA</th>
<th>Cinema GFA</th>
<th>Total GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Approved</td>
<td>662,660 sf</td>
<td>850,000 sf</td>
<td>(76,475) sf</td>
<td>25,000 sf</td>
<td>(10,900) sf</td>
<td>1,537,660 sf</td>
</tr>
<tr>
<td>Total Built</td>
<td>490,000 sf</td>
<td>382,205 sf</td>
<td></td>
<td></td>
<td></td>
<td>872,205 sf</td>
</tr>
<tr>
<td>Hecht’s</td>
<td>150,000 sf</td>
<td>198,514 sf</td>
<td></td>
<td></td>
<td></td>
<td>340,514 sf</td>
</tr>
<tr>
<td>Penny’s</td>
<td>120,000 sf</td>
<td>120,000 sf</td>
<td></td>
<td></td>
<td></td>
<td>240,000 sf</td>
</tr>
<tr>
<td>Mall</td>
<td>220,000 sf</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>220,000 sf</td>
</tr>
<tr>
<td>4200 Wilson Office</td>
<td></td>
<td></td>
<td>183,691 sf</td>
<td></td>
<td></td>
<td>183,691 sf</td>
</tr>
<tr>
<td>Total Un-Built</td>
<td>144,000 sf</td>
<td>514,000 sf</td>
<td></td>
<td></td>
<td></td>
<td>658,000 sf</td>
</tr>
<tr>
<td>Point Office</td>
<td>44,000 sf</td>
<td>353,000 sf</td>
<td></td>
<td></td>
<td></td>
<td>397,000 sf</td>
</tr>
<tr>
<td>Glebe Rd Office</td>
<td>100,000 sf</td>
<td>161,000 sf</td>
<td></td>
<td></td>
<td></td>
<td>261,000 sf</td>
</tr>
<tr>
<td>Total Built &amp; Un-Built</td>
<td>634,000 sf</td>
<td>896,205 sf</td>
<td></td>
<td></td>
<td></td>
<td>658,000 sf</td>
</tr>
<tr>
<td>Remaining Unallocated</td>
<td>28,630 sf</td>
<td>-46,2015</td>
<td></td>
<td></td>
<td></td>
<td>7,455 sf</td>
</tr>
</tbody>
</table>

*Note: Total project GFA excludes 76,475 sf of area excluded for pedestrian mall space and 10,900 sf approved for cinema space. It also includes 25,000 sf of flex space for either office or retail with the “Point” office building.*

With the site plan amendment, the office building approved for the Glebe Road parcel was amended and relocated as follows:

<table>
<thead>
<tr>
<th>GFA</th>
<th>Approved</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>161,000 sf</td>
<td>230,361 sf</td>
<td>+69,361 sf</td>
</tr>
<tr>
<td>Retail</td>
<td>100,000 sf</td>
<td>91,443 sf</td>
<td>-8,557 sf</td>
</tr>
<tr>
<td>Total</td>
<td>261,000 sf</td>
<td>321,804 sf</td>
<td>60,804 sf</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Height</th>
<th>12 Stories</th>
<th>14 Stories</th>
<th>+ 2 Stories</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>170 ft</td>
<td>222 ft</td>
<td>+52 ft</td>
</tr>
</tbody>
</table>

*Note: Proposed retail GFA excludes 10,900 sf for the previously excluded cinema space and 7,005 sf of the pedestrian mall space. Of this amount 29,334 sf is for retail and restaurant space and 80,014 sf for the movie theaters, a total gross area of 109,348 sf of retail before exclusions.*
Modification of Use Regulations

- Density – Exclude 10,900 sf and 7,005 sf for previously excluded cinema and pedestrian mall area, respectively, and permit an additional 69,361 sf of gross floor area for office.
  - Density exclusions based on previous County Board exclusions and rationale.
  - Bonus Density justifications based on then Zoning Ordinance provision 36.H.5.d., which permitted modifications providing the County Board judged that a contribution to community facilities had been provided. The applicant provided a public amenity package that included:
    - Building and maintaining the 1.07 acre park
    - Designing, building and maintaining a portion of a pedestrian bridge over Glebe road near the Carlin Springs Rd intersection
    - Maintaining all street trees and streetscape on the Ballston Common mall block
    - Providing rent free space within the mall for Arlington County related organizations.
  - Value of the public amenities package was based on the value of the additional office GFA requested at 69,361 sf.

- Height – Additional 2 stories of office beyond the maximum “C-O-2.5” permitted 12 stories. Increased height resulted from the floor to ceiling heights for the restaurant/retail and movie theaters occupying the ground floor at almost 80 feet for three stories, but the equivalent of 6 story office building and twice the height of the approved 3 story department store.
  - Then provision 36.H.5.d. permitted the County Board to approve additional height, not to exceed 3 stories, providing the County Board judged that a contribution to a community facility had been provided. The amenity package provided was again the rationale for the additional height in addition to the design related reasons.

Conditions

- (Condition 49) Interim and Final Landscape Plans required for CM approval for 1.072 acre County park at Randolph and Glebe. Value of final park improvements at no less than $200,000 CPI-U 1997 dollars. Interim park plan only valid for implementation if the developer chooses only to build the movie theaters. Perpetual public access easement required for the park. Developer to maintain park for 20 years after construction.

- (Condition 50) $100,000 CPI-U 1997 dollars, contribution toward and future construction of pedestrian bridge across Glebe Road connecting with parking structure of Ballston Common Mall.
• (Condition 51) Fund engineering and architectural design of Glebe Road pedestrian bridge crossing at no less than $95,000 CPI-U 1997 dollars. Also design, provide and maintain a knock out panel to the Ballston Common mall elevators from the pedestrian bridge through the parking garage.

• (Condition 52) Provide rent free space for 10 years within the mall to the Arlington Symphony (3,111 sf), Ballston Transit Store (416 sf), and Arlington County School classroom (2,712 sf) from date of CO of office building.

• (Condition 53) Provide 1 theater auditorium for the life of the site plan to community and nonprofit organizations

• (Condition 54) Keep mall corridors open to the public 6 am to 12 midnight to the Ballston Metro station

• (Condition 55) Maintain all street trees along Glebe, Randolph, Wilson for 20 years from date of issuance of CO.
**County Board Action: June 24, 2000**

The County Board approved a site plan amendment to permit construction of a 13 story office building with ground floor commercial retail space comprised of approximately 271,000 sf of GFA on the point of the Ballston Common site. With modification of use for height, parking and a comprehensive sign plan. This approval was a modification to the previously approved, unbuilt “point” office building. The original office building on the point site was approved at 397,000 sf and 12 stories comprised of 328,000 sf office, 44,000 sf retail, and 25,000 sf of flex space to be either retail or office. It was modified to include 251,170 sf office and 17,377 sf retail. Also part of the proposal was a comprehensive sign plan for the office building. Instead of providing for the 8th level of the parking garage to accommodate parking for the “point” office building as originally approved, 438 parking spaces in 3 levels below grade and retention of 15 of the 137 existing surface parking spaces situated between the proposed “point” office building and the Hecht’s department store was approved. The additional height was for a partial floor to provide for an architectural feature.

With the amendment there was a concurrent action to modify the parking agreement. The parking agreement provides that the below grade parking in the “point” office building would be made available to the public after 6 pm weekdays and all day weekends and some special holidays. Also, up to 50 spaces in the first level of the below grade garage was to be made available to the public for parking during all hours that the mall is open to the public, until such time as an 8th level of the parking garage is constructed.

With the site plan amendment, the office building approved for the “point” parcel was amended as follows:

<table>
<thead>
<tr>
<th>GFA</th>
<th>Approved</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>353,000 sf</td>
<td>251,170 sf</td>
<td>-101,830 sf</td>
</tr>
<tr>
<td>Retail</td>
<td>44,000 sf</td>
<td>17,377 sf</td>
<td>-26,623 sf</td>
</tr>
<tr>
<td>Total</td>
<td>397,000 sf</td>
<td>268,547 sf</td>
<td>-128,453 sf</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building Height</th>
<th>12 Stories</th>
<th>13 Stories</th>
<th>+ 1 Stories</th>
</tr>
</thead>
<tbody>
<tr>
<td>170 ft</td>
<td>187 ft</td>
<td>+17 ft</td>
<td></td>
</tr>
</tbody>
</table>

*Note: Retail GFA excludes 10,900 sf for the previously excluded cinema space and 7,005 sf of the pedestrian mall space. An additional 25,000 sf was approved for flex use office or retail on the “point” site.*

**Modification of Use Regulation**

- Height – 13 stories proposed and 12 permitted in “C-O-2.5” zoning district, for purposes of providing a partial floor (13th) allowing for the incorporation of an architectural feature to bring more distinction to the development. Rationale for the modification was zoning ordinance provisions 36.H.5a. (3), relationship of existing heights of other buildings.
• Parking - Modification of use regulation for tandem parking on the site at 21.6% based on the dimensions and irregular shape of the site, considered inefficient and not able to facilitate the development of parking in an optimal fashion as a standard rectangular site would. Zoning ordinance rationale 36.H.5a.(4), particular dimensions, grade and orientation of the site. In addition, permit all parking except the 15 surface spaces and 12 handicap accessible spaces to be constructed at reduced widths (between standard and compact sized parking spaces), again based on the provision of 36.H.5.a.(4) and the irregular triangular configuration of the lot, which without modification of parking regulations would result in an inefficient parking layout.

• Conditions:
  o (Condition 13) Replace all trees which cannot be saved on the site at a two for one ratio and a minimum size of 8 inch caliper in diameter. Maintain all streetscape elements including sidewalks and street trees along Wilson and N. Glebe for the life of the project.
  o (Condition 51) Developer to work with HALRB and Cultural Affairs to protect existing historical marker on site and develop final design of public art feature and plaza proposed for pedestrian plaza area at the intersection of Glebe and Wilson.
County Board Action: October 13, 2001

The County Board approved a site plan amendment to convert the vacant three-story JC Penny’s department store to Hecht’s Furniture Galleries. Provide for retail and restaurant space on the ground floor and retail and administrative offices on floors two and three. Also approved façade improvements, amendments to the comprehensive sign plan, and outdoor café seating areas.

- Develop 25,325 sf, two level Hecht’s Furniture Gallery store to connect to the second and third floors of the Ballston Common Mall.
- 39,200 sf of unused retail space on the second and third floors of the building to be converted to retail support operations/administrative areas.
- 17,202 sf of area to be used as core building area – elevator, stairs, mechanical, bathrooms, lockers, employee lounges, and some offices.

Conditions

- (Condition 1) Develop store specifically as shown on plans to include:
  - First floor to have a minimum of two restaurant/retail tenants
  - Direct pedestrian connection from the corner of Randolph and Wilson to the interior of the mall
  - Second floor comprised of 13,120 sf retail, 18,200 sf retail support operations/administrative areas, 8,357 sf building support area
  - Third floor comprised of 11,915 sf retail, 21,000 sf retail support operations/administrative areas, 8,845 sf building support area.
  - Minor changes approved by CM within 25,035 sf retail space, 39,200 sf retail support operations/administrative areas, and no less than 10,000 sf on each the second and third floors, and direct and open pedestrian entrances to the street and the Ballston Common Mall from the 2nd and 3rd floor galleries.
- (Condition 2) Outdoor cafes permitted in the public right of way or within public easements on Wilson and Randolph and adjacent to former JCP space with 6 ft clear sidewalks.
- (Condition 3) Comprehensive Sign Plan provisions.
The County Board approved a site plan amendment to permit the development of the 8th level of the parking garage including parking, a two-story ice skating facility with ancillary uses, and a training facility, with a second story including office use and a mezzanine to the ice rinks. The approved development program included:

<table>
<thead>
<tr>
<th>Site Area</th>
<th>585,079 sf (13.43 Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Previously Approved</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Use</strong></td>
<td><strong>GFA</strong></td>
</tr>
<tr>
<td>Office</td>
<td>850,000 sf</td>
</tr>
<tr>
<td>Retail</td>
<td>662,660 sf</td>
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<td>Mall</td>
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<tr>
<td>Cinema</td>
<td>(10,900) sf</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1,537,660 sf</td>
</tr>
<tr>
<td><strong>Amended Proposal</strong></td>
<td></td>
</tr>
<tr>
<td>Ice Skating Facility</td>
<td>+145,577 sf</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1,683,237 sf</td>
</tr>
</tbody>
</table>

Note: Total project GFA excludes the pedestrian mall area, and cinema square footage. Includes previously approved bonuses for office and retail spaces.

The addition of 145,577 sf of GFA for the ice skating facility was approved with:
- 96,447 rink facility include seating (1,271 bleacher seats), locker rooms, skate rentals, party rooms, snack bars, arcade, mezzanine at ice rinks with café, etc.,
- 20,595 training facility
- 28,535 sf office space
- 192 parking spaces on 8th level of garage

**Modification of Use Regulations**
- Density – provision of community amenities for the total amount of density associated with the ice skating facility to be considered as bonus. Ice skating facility considered as a community recreation center with tangible and intangible benefits, providing annually for the life of the site plan:
  - 500 free hours of ice time to Arlington County (school related use, evening or weekend ice, non-prime weekday ice, summer ice for camps).
  - 225 hours of ice time at market rate as first right of refusal to schools in Arlington County and organizations in Arlington County
  - 400-500 hours of Washington Capitals practice sessions, open to the public at no charge
  - 200 media days per years (news, television, radio)
Facility designed to include a room for use for non-ice events to occur for such things as in-line hockey and indoor soccer, and a conference room to be made available for use by community groups and civic associations.

Benefits were established through a development agreement between the County, the applicant, and May Department Stores Company. Site plan amendment was contingent upon execution of the agreement by all parties.

- Parking – The County Board approved a reduced sized parking space between standard and the then size for compact parking spaces being considered. A total of 192 spaces (76%) were approved based on the rationale that the space sizes being proposed would likely fall within the new standard size or at least a new compact size being considered as a change to the dimensions provided in the Zoning Ordinance.
- Signs above 35 feet – Two Rooftop Signs

Conditions
- (Condition 2) Requirements for a development agreement, sublease of a portion of the space on the 8th floor for an ice skating facility, and financing agreements between the County, applicant and May Department Stores Company regarding hours of use.
- (Condition 57) Developer to make the conference room available to the community and nonprofit organizations located in the Ballston Sector Plan area and County Government agencies, free of charge at least 24 times per year, 8am – 10pm weekdays and 8am to 6 pm Saturdays as available.
- (Condition 58) Developer to maintain mesh façade of parking structure.
- (Condition 59) Developer to install and maintain landscape planters on 8th floor of garage.
- (Condition 60) Developer to finalize design and construction of park at Randolph and Glebe in coordination with the County and contribute $100,000 toward improvements.
- (Condition 62) Rooftop sign provisions.
County Board Action: June 14, 2003

The County Board approved a site plan amendment to refine the design of the ice skating facility façade as a result of reducing the proposed office space by 8,500 sf of GFA. In addition the amendment eliminated a proposed café, incorporated an additional party room, delineated a 1,245 sf community room and increased the mezzanine and concourse areas on the second floor of the facility. Details of amendments are as follows:

<table>
<thead>
<tr>
<th>Site Area</th>
<th>585,079 sf (13.43 Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previously Approved</td>
<td></td>
</tr>
<tr>
<td>Use</td>
<td>GFA</td>
</tr>
<tr>
<td>Office</td>
<td>850,000 sf</td>
</tr>
<tr>
<td>Retail</td>
<td>662,660 sf</td>
</tr>
<tr>
<td>Mall</td>
<td>(76,475) sf</td>
</tr>
<tr>
<td>Office/Retail Flex</td>
<td>25,000 sf</td>
</tr>
<tr>
<td>Cinema</td>
<td>(10,900) sf</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,537,660 sf</td>
</tr>
<tr>
<td>Amended Proposal</td>
<td></td>
</tr>
<tr>
<td>Ice Skating Facility</td>
<td>+141,968 sf</td>
</tr>
<tr>
<td>TOTAL</td>
<td>1,679,628 sf</td>
</tr>
</tbody>
</table>

Note: Total project GFA excludes the pedestrian mall area, and cinema square footage. Includes previously approved bonuses for office and retail spaces.

The 141,968 sf Facility was comprised of:
- 102,014 sf Ice Rink Facility
- 19,986 sf Training Facility
- 19,986 sf Office
- 192 Parking Spaces, with a shift in 93.75% as standard and only 6.25% as compact

Conditions
- (Condition #60) Modified timing on agreement to design and construct the park at Randolph and Glebe because it was in conflict with timing for execution of development agreements.
Proposed Ballston Pedestrian Bridge Design Process
11.10.15

Background: The site plan review process for Ballston Quarter established the location and basic characteristics (height, width, covered, etc.) but left final design to a post-approval process. The construction of the bridge is an obligation of Forest City per site plan condition, but will likely be funded through a financial partnership with the County. This will include up to $200k of public art dollars planned for use in the Ballston area.

Objective: Create a hybrid of Arlington’s developer- and County-initiated public art processes in which Forest City would work with a technical committee to help identify and guide the work of a public artist as part of the developer’s design team to redesign and build the Ballston pedestrian bridge. Inclusion of the artist at the early stages of the design process is intended to provide a public art perspective in the design process in order to ensure that a public art component, commensurate with the related budget, is incorporated into the design.

Process: The process would begin immediately following County Board approval of site plan in November 2015 in order to complete a community review process by April 1, 2016 and deliver final design (construction drawings) by July 1, 2016 in order to keep pace with the expected construction schedule. As part of the process Forest City will be required to retain an approved public artist as part of their design team, but the technical design and construction management responsibilities will be the responsibility of Forest City. The Public Art Committee (PAC) will approve artist and concept, and the County Manager will provide final design approval. The design process will be subject to a not-to-exceed budget. The Developer will have the ability to refine the design to maintain the budget, with such design refinements subject to approval by the County Manager.

Community Review Process

Step One (November 2015): Appoint Technical Advisory Committee (TAC)
The County Manager shall appoint each of the following:
- Two community representatives
- One architect/public artist from outside Arlington
- One representative from Jamestown/Stafford One owner
- Two representatives from Forest City (design team member)
- One representative from Dweck Properties
- One representative from Hilton ownership
- One representative from the Arts Commission/Public Art Committee

The committee would be staffed by representatives for AED-Cultural Affairs, CPHD-Urban Design, and DES-Transportation.
Step Two (December-January 2015): Artist Selection
TAC meets with Forest City and their design team to hear their ideas for the bridge design up to now, to establish a framework of principles and goals for the project and to develop a short list of artists to interview.
TAC participates in interviews and provides input, but final decision on artist to propose for consideration of the PAC is left to Forest City.
Forest City presents and receives approval of selected artist by PAC.

Step Three (February 2016): Public meeting #1
Selected artist and developer design team participate in “blank slate” facilitated public meeting where aspirational/information-gathering questions will be asked. Follow-up with on-line participation/survey process.

Step Four (February/March 2016): Conceptual Design and Engineering
TAC works with artist and developer design team to interpret public input and provide direction in concept development.

Step Five (April 2016): Public meeting #2
Open House presenting artist and design team’s various proposed design approaches. Community members can “vote” for what aspects within each concept they like best. Follow-up with on-line participation/survey process.

Final Design and Engineering Process

Step Six (April/May 2016): Final Design & Engineering
TAC works with artist and developer design team to interpret public input and provide direction in finalization of concept development.
Forest City/artist presents and receives approval of selected concept by PAC.
Forest City works on final design and engineering with regular updates to TAC.

Step Seven (June 2016): County Approval
County Manager formal approval of final design.

Budget: A maximum budget will be established in the financial partnership LOI that will be considered by the CB at its November hearing. Current estimates for a base bridge is $3.0M, which includes $200,000 for the public art component, but this estimate may change as construction cost become finalized. The County Manager will report to the County Board any changes in the not-to-exceed budget.
NOTES:
1. The property shown herein appears on Arlington County Real Property Certification Map 55-12 as Real Property Zone M2100 W03-100000 and 1400000, and are shown C2-1.3.
2. The horizontal datum shown herein is referenced to Virginia Coordinate System of 1983 (VCS 83) based on a GTS survey performed by Viia Virginia, LLC.
3. The property shown herein lies in Zone "A" area of minimal flooding as shown on the flood insurance rate map (FIRM) for Arlington County, Virginia on map number 00000000, last revised August 19, 2015.
4. The parcel is subject to the control of site plan SPA 163 approved by the City Council on June 19, 2014 and approval of plat neither enables nor requires the dedication, improvement or any other conditions shown on said site plan as it relates to this parcel. Site plan SPA 163 is on file in the office of the Zoning Administrator of Arlington County, Virginia.

SURVEYOR'S CERTIFICATE:
I, Franklin E. Jenkins, duly licensed land surveyor in the Commonwealth of Virginia, do hereby certify that the information shown herein is correct to the best of my professional knowledge. The subject property was acquired by Ballston Acquisition Company, LLC by instrument recorded in Deed Book 472 at page 780 (Parcel A-1) and FC Ballston Senior LLC by instrument recorded in Deed Book 3450 at page 529 (Parcel F-1A), all among the land records of Arlington County, Virginia.

DATE: NOVEMBER 10, 2015
FRANKLIN E. JENKINS
LICENSED LAND SURVEYOR
W-163, 2015
jjenkins@viia.com

EXHIBIT SHOWING
EASEMENTS FOR PUBLIC SPACE
WITHIN THE
BALLSTON QUARTER DEVELOPMENT
ARLINGTON COUNTY, VIRGINIA
SCALE: 1" = 40' DATE: NOVEMBER 10, 2015

VIIA VIRGINIA, LLC
8180 GREENSBORO DRIVE, SUITE 200 MCLEAN, VIRGINIA 22102
(703)842-7000 FAX (703)781-2787
MCLEAN, VA GERMANTOWN, MD
SP # 193

627, 671, 685 & 701 N. Glebe Rd.; 4100 & 4238 Wilson Blvd.

RPC # 14-059-028, -035, -036, -041, -044, -045

Note: These maps are for property location assistance only. They may not represent the latest survey and other information.

Department of Community Planning, Housing and Development