

**Approved Conditions:**

**The following Conditions of site plan approval (#1 through #14) are valid for the life of the site plan and must be met by the developer before issuance of the Clearing, Grading and Demolition Permit.**

**1. Site Plan Term**

The developer (as used in these conditions, the term “developer” shall mean the owner, the applicant and all successors and assigns) agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1 and the plans dated March 30, 2007, and revision sheets dated May 30, 2007, and reviewed and approved by the County Board and made a part of the public record on June 9, 2007, 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.

This site plan approval expires three (3) years after the date of County Board approval if a building permit has not been issued for the first building to be constructed pursuant to the approved plan. Extension of this approval shall be at the sole discretion of the County Board. The owner 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.

**2. Pre-Construction Meeting**

The developer agrees to coordinate and conduct a pre-construction meeting in a County office building prior to the issuance of any permits for the site plan. The meeting participants shall include the developer and its construction team, and relevant County staff. Relevant County staff will include the following personnel and division representatives: DCPHD Site Planner, Arlington County Police, Code Enforcement, Department of Environmental Services (DES) Transportation Planner, Department of Parks, Recreation and Community Resources (DPRCR) site plan liaison, Landscape Plan team, Arlington Economic Development (AED), green building staff contact, WalkArlington staff, Housing Division, and other departments as determined by the County Manager. The developer agrees to notify the above meeting participants of the meeting time and location at least two weeks in advance. The purpose of the pre-construction meeting is to discuss the requirements of the site plan conditions.

**3. Tree Protection and Replacement**

a. The developer agrees to complete a tree survey, which shows existing conditions of the site and locates and identifies all trees which are four (4) inches in diameter or greater. The survey shall include any tree on adjacent sites whose dripline extends onto the subject site.

b. The developer agrees to file and implement a tree protection plan which will designate any trees proposed to be saved by the developer. Trees designated to be saved on the tree protection plan, or those specified to be saved by the approved site plan and shown on any filing in connection with this case, will be protected. This plan shall include any tree on adjacent sites whose dripline 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 and shall be submitted and approved, and found by the County Manager to meet the requirements of this site plan, before the issuance of the Clearing, Grading and Demolition Permit.

c. Upon approval of the tree protection plan the developer agrees to submit to the Department of Parks, Recreation, and Cultural Resources (DPRCR) a performance bond estimate for the trees to be saved. Upon approval of the performance bond estimate by the DPRCR, the developer agrees to submit to the DPRCR a performance bond, in the approved amount of the estimate, and the approved tree protection plan, which bond shall be executed by the developer in favor of the County before the issuance of the Final Building Permit. Prior to the release of the public improvement bond, the developer agrees to submit to the DPRCR as-built drawings showing the location of all saved trees.

d. The Developer agrees that any tree proposed to be saved on the tree protection plan or other filing shall be saved. At a minimum, this plan shall include:

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

- (2) Detailed specifications for any tree walls or wells proposed.
- (3) A description of how and where building materials and equipment will be stored during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.
- (4) Identification of tree protection measures and delineation of placement of tree protection.
- (5) Any tree required to be saved, pursuant to this condition, which dies (any tree which is 30% or more dead as determined by the County's Urban Forester shall be considered to have died) 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 and which meet the minimum size and other requirements of Condition #16 below. The developer agrees that it will make best efforts to save the two (2) existing trees located in the interior site, which are identified on the plans as being preserved. However, if any of the trees shown on the drawings to be preserved are removed, then they shall be replaced consistent with the County's Tree Replacement Guidelines, and the replacement trees shall consist of major deciduous canopy trees and shall be located on either Village 1 or Village 3, or both. If the number of replacement trees for any of the aforementioned trees can not fit on Village 1 or 3, or both, then the developer agrees to follow the County's Tree Replacement Guidelines for locating the trees.

e. In addition to saving identified trees, the developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction in accordance with the Arlington County Tree Replacement Guidelines. Replacement trees may include any new street trees that comply with the tree requirements and these street trees may be included in, and may count towards, the overall tree replacement calculation. The developer agrees to submit tree replacement calculations and a tree replacement plan in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in assessing the condition of trees. Any replacement trees shall conform to the standards and specifications set forth in Condition #16a below and shall be installed on the project site or on County-owned land, determined by the County Manager. The developer agrees to submit and obtain approval of this plan by the County Manager as part of the final site development and landscape plan.

**4. Photographic Record of Development**

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. These photographs shall comply with the following specifications:

All photographic records shall be taken using black and white film. Submission of a photo contact sheet and 8" x 10" prints on photographic paper shall be the minimum acceptable standard. Color photographs on compact disc must be submitted in addition to black and white photographs and the photo contact sheet at the end of the project prior to the issuance of the Master Certificate of Occupancy.

The photographic record shall include photos taken at the following points in construction, and photos shall be submitted as taken:

- a. Before Clearing, Grading and Demolition of the site (shall be submitted before issuance of the Clearing, Grading and Demolition Permit)–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 #54 below.
- b. Site Clearance (shall be submitted before issuance of the Footing to Grade Permit)–Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.
- c. Construction Phase (shall be submitted before issuance of the Shell and Core Certificate of Occupancy Permit)–At a minimum, views of the site: during excavation, upon completion of the first floor above grade, at topping out, and during the exterior cladding phase.

- d. Site Completion (shall be submitted before issuance of the Master Certificate of Occupancy)–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.

The photographic records for which no time is specified above, including the completed compact disc with the entire photographic history, shall be delivered to the Zoning Administrator, before the issuance of a Master Certificate of Occupancy for placement in the County archives.

**Utility Fund Contribution**

5. In addition to funding and constructing the utility undergrounding work, the developer agrees to contribute in the amount specified in Site Plan conditions to the County utility fund before the issuance of the Building Permit or prorated consistent with an approved phasing plan for the development. The total utility fund contribution for this site is \$373,376 ( $\$50,000 \times 9.043$  acres [total site minus site area for streets and park]  $\times 82.578\%$  [percent of market rate units]). These funds may, but need not, be used by the County for the purpose of providing the 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 without any accrued interest to the development owners of record at the time of any refund.

**Plan for Temporary Circulation During Construction**

6. The developer agrees to develop and implement (after approval) a plan for temporary pedestrian and vehicular circulation during construction. This plan shall identify temporary sidewalks, interim lighting, fencing around the site, construction vehicle routes, and any other feature necessary to ensure safe pedestrian and vehicular travel around the site during construction. Exceptions may be made only during an emergency as defined below, during actual demolition, and for such limited periods as are unavoidable for utility upgrades. The developer agrees to submit this plan to, and obtain approval of the plan from, the County Manager as meeting these standards, before the issuance of the Clearing, Grading and Demolition Permit. The developer agrees to provide a copy of the approved plan to the appropriate civic associations. The County Manager may approve subsequent amendments to the plan, if consistent with this approval.

The developer agrees, during the hours of construction, to provide “flagmen” to assist in the direction of traffic along or around a street any time that any driving lane of such a street is partially or fully blocked due to temporary construction activities. In addition, the developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, by 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, insecure 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, or utilities work, or similar situations.

Where County street lighting has been removed or disconnected due to construction and not yet replaced or reconnected, the developer agrees to maintain lighting around the perimeter of the site between the start of construction and completion of the project. The lighting shall be designed to illuminate the temporary pedestrian walkways and roads around the perimeter of the site. The developer may do this by means of overhead lights (e.g. “cobra head” lights) that meet the lighting standards for Arlington County streets, or by stringing lamps of the kind used in “used car” lots or similar along sidewalks and streets along the perimeter of the site. If lighting is accomplished by the latter, such lighting shall be with 75 watt bulbs (or approximate equivalent) placed no more than 25 feet apart and 6 to 10 feet high. 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. For purposes of this condition, “completion of the project” shall mean the time when the County standard lighting fixtures are in place and operational around the perimeter of the site.

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 insure 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. 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. However, if the road surface is disturbed during the winter months, the developer may temporarily restore the road surface using cold patching and then hot patch the disturbed surface at the earliest opportunity when weather conditions permit. If cold patching is used, it shall be properly maintained and resurfaced as necessary to maintain a clean, smooth road condition. 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.

**Residential Relocation**

7. The developer agrees to coordinate with the Arlington County Relocation Specialist in order to provide each rental household living in a Buckingham Village 1 or Buckingham Village 3 apartment unit who is displaced by the construction that takes place as a result of this site plan, except those who sign initial leases for a unit in the project after the date of this site plan approval, with at least the following:
  - a. A minimum of 120 days written notice to vacate.
  - b. Relocation payments, in accordance with the Relocation Plan approved by the Tenant-Landlord Commission on April 18, 2007 and to be adopted by the County Board and in effect on June 9, 2007, a copy of which is attached to the report of the County Manager for this site plan approval.
  - c. Relocation services in accordance with the Relocation Plan approved by the Tenant-Landlord Commission on April 18, 2007 and to be adopted by the County Board and in effect on June 9, 2007, a copy of which is attached.

The developer agrees to notify, in writing, any tenant moving in after the date that the site plan is approved of his/her ineligibility for relocation payments and services. Any tenant who has not signed a waiver of rights to relocation assistance must receive the assistance. In cases where State law requires 120-day notice to vacate (displacement from multi-family buildings containing four or more units), notice cannot be waived, but the lead time for such notice may be reduced by mutual agreement in writing.

The developer agrees to work with County staff and an advisory group to implement a tenant assistance fund (TAF) program to be funded with up to \$125,000 in County AHIF funds, to be held in reserve by the County, to assist income eligible, vested Buckingham Village tenants. Unless extended by a future action of the County Board, the TAF would expire on June 30, 2009. Tenants eligible for TAF funds must 1) be vested as defined in the relocation plan, and 2) pay more than of 35% of their gross income adjusted for family size toward rent. The amount of TAF funds available to each eligible household will be the amount necessary to lower their rent to a level at 35% of their gross income (e.g. the TAF will cover the gap between 35% of their gross income and the rent).

The developer agrees to contribute \$25,000, to be set aside as a County-held reserve, for tenant services and emergency assistance for income eligible, vested Buckingham Village tenants. The tenant services and emergency assistance would be provided by a County-designated, tenant-based non-profit organization.

The developer agrees to limit annual rent increases to 5% for tenants living in the existing units of Village 1 during the period between approval of the Site Plan until the buildings are demolished, and on Village 3 until the property is sold to the County or its designee or if contract of sale is terminated.

**Retail Relocation**

8. **Intentionally Omitted**

**Compliance with Federal, State and Local Laws**

9. The developer agrees to comply with all federal, state and local laws and regulations not modified by the County Board's action on this plan and to obtain all necessary permits. In addition, the developer agrees to comply with all of the agreed-upon conditions approved by the County Board as a part of this site plan approval. The developer specifically agrees that the County has the authority to take such actions as may be necessary, to include the issuance of a stop work order for the affected phase, as “affected phase” is determined by the County, of the project, when the developer is not in compliance with the agreed-upon conditions. Further, temporary Certificates of Occupancy will not be issued without approval by the Zoning Administrator.

**Post-County Board 4.1 Filing**

10. The developer agrees to file three copies of a site plan and the tabular information form, and digital copies on compact disc in JPEG, PDF, and DXF formats, which comply with the final approval of the County Board and with

Administrative Regulation 4.1, with the Zoning Administrator within 90 days of the County Board approval and before the issuance of the Clearing, Grading and Demolition Permit. The developer also agrees that no changes to the approved post-4.1 plans can take place in the field without prior approval by the Zoning Administrator or the County Board.

The developer agrees to include on the post-4.1 plans details regarding existing traffic signal system infrastructure, e.g., poles, meters, controller cabinets, and to indicate on the plans if any part of the system will be moved and to where it is proposed to be moved.

The developer agrees to convene and participate in a meeting with pertinent County staff to address requirements of the site plan approval.

The developer also agrees that no changes to the approved post-4.1 plans can take place in the field. All post-4.1 plan changes must be approved by the lead DCPHD contact for the site plan.

**Community Liaison and Activities During Construction**

11. The developer agrees to comply with the following before issuance of the Clearing, Grading and Demolition Permit and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.

- a. The developer agrees to identify persons who will serve as liaisons to the community throughout the duration of construction. These individuals shall be on the construction site throughout the hours of construction, including weekends. The names and telephone numbers of these individuals shall be provided in writing to residents, property managers and business owners whose property abuts the site, and to the Zoning Administrator, and shall be posted at the entrance of the project.
- b. Before commencing any clearing or grading of the site for each phase of construction, the developer shall hold a community meeting with those whose property abuts the project and the Arlington Oaks Condominium Association, Buckingham Community Civic Association, Buckingham-Gates Tenants Association, Culpepper Garden and Barrett Elementary School, to review the construction hauling route, 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 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 before a Clearing, Grading and Demolition Permit is issued. The developer agrees to submit to the Zoning Administrator two (2) sets of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation (one set of which will be forwarded to the Police). Copies of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation shall be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project. The location of all construction trailers shall be approved either by Administrative Change approval or to be shown on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers shall require approval by DES staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.
- c. 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.
- d. At the end of each work day during construction of the project, the developer agrees to ensure that any streets used for hauling construction materials and entrance to the construction site are free of mud, dirt, trash, allaying dust, and debris and that all streets and sidewalks adjacent to the construction site are free of trash and debris.
- e. The developer agrees that construction activity, except for construction worker arrival to the construction site and indoor construction activity, will commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays and will commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays. "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. 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, and any such activity that occurs after 6:30 p.m. shall not annoy or disturb reasonable persons of normal sensitivities. 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.

- f. Storage of construction materials, equipment and vehicles shall occur on the site or an approved off-site location, or as approved by the County Manager.

**C & D Waste**

- 12. The developer agrees to provide a plan for diverting from landfill disposal the demolition, construction, and land clearing debris generated by the project. The plan should outline recycling and/or reuse of waste generated during demolition and/or construction. The plan should 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.). The plan must include letters from contracted haulers, reprocessors, and recyclers indicating that they are able to manage waste from the project. The developer agrees to obtain the County Manager's approval of this plan prior to the issuance of the Clearing, Grading, and Demolition permit, and to implement the plan throughout demolition and construction of the project. Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management.)

**Green Building Fund Contribution**

- 13. The developer agrees to make a contribution to the County's Green Building Fund of \$14,846.00 (\$0.03 X 599,263 square feet x 82.578% [percent of market rate units]). One half of the payment (\$7,423.00) shall be made to the Department of Environmental Services prior to the issuance of the Clearing, Grading, and Demolition Permit, and the balance of the payment (\$7,423.00) shall be made prior to the issuance of the first Certificate of Occupancy for the second apartment building to be constructed. Evidence of compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of the payments. If the project achieves formal certification as a LEED Green Building from the U.S. Green Building Council within one year of issuance of the Master Certificate of Occupancy, the Green Building fund contribution shall be refunded upon receipt of written request, and documentation of LEED certification, by the applicant.

**14. Vacations and Encroachments**

The developer agrees to submit Vacation and Encroachment application(s) or waiver form(s) by phase as each phase needs to submit vacation and encroachment applications per particular phase (except for the garage encroachment described in the Agreement of Sale dated June 9, 2007 for Parcel A). A Deed of Vacations or an Encroachment Ordinance shall be recorded before the Excavation, Sheet and Shoring Permit is issued for the particular phase of construction.

- **The following Conditions of site plan approval (#15 through #35) are valid for the life of the site plan and must be met by the developer before issuance of the Excavation/Sheeting and Shoring Permit.**

**Coordination of these plans: final site development and landscape plan and final site engineering plan**

- 15. The developer agrees to attach the County Board meeting minutes outlining the approved conditions and the conditions themselves to each set of Building Permit drawings that it submits to the County. The developer agrees to submit to the Zoning Administrator and obtain approval from the County Manager of a detailed final site development and landscape plan prior to issuance of the Excavation/Sheeting and Shoring Permit. The final site development and landscape plan shall be submitted at a scale of 1 inch = 25 feet, in conjunction with the final site engineering plan as required in Condition #21 below, as well as a vicinity map with major streets labeled. The final site development and landscape plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia. The developer further agrees that the final site development and landscape plan and the final site engineering plan shall verify, by means of survey, that there are no conflicts between the street trees and utilities. The developer shall obtain approval by the County Manager for both plans as meeting all requirements of the County Board's site plan approval and all applicable County laws and plans before the issuance of the Excavation/Sheeting and Shoring Permit. The plan shall be consistent with the conceptual landscape plan approved as a part of the site plan, and, at a minimum, shall conform to: the landscaping requirements in Condition #21 below; the *Rosslyn-Ballston Corridor Streetscape Standards* if applicable; the Sector Plans if applicable; the County's landscaping, planting, and sidewalk and driveway construction specifications; and/or other applicable urban design standards approved by the County Board. In order to facilitate comparison with the final site engineering plan, the final site development and landscape plan shall be at a scale of 1 inch = 25 feet; the County may require more detailed plans appropriate to landscape installation at a larger scale to also be submitted. The County may permit minor changes in building, street and driveway locations and other details of design as necessitated by more detailed planning and engineering studies if such changes are consistent with the provisions of the Zoning Ordinance governing administrative approval and with the intent of the site plan approval. The final site development and landscape plan shall include a Street Tree Plan which shall be reviewed by DPRCR and DCPHD, and shall be accompanied by the site engineering plan. The installation of all plant materials shown on the final site development

and landscape plan shall take place before the issuance of the first Certificate of Occupancy for the respective phase of construction. The final site development and landscape plan shall include the following details:

- a. The location and dimensions of traffic signal poles and control cabinets, utility meters, utility vaults and boxes, transformers, heating, ventilation and air conditioning (HVAC) units, mechanical equipment, fire hydrants, standpipes, storm water detention facilities, the location of all existing and proposed utility lines and of all easements. The location of traffic control cabinets shall be shown on the final site engineering plan and placed so as not to obstruct pedestrian travel or be visually obtrusive. Traffic control cabinets shall not be located in a sidewalk clear zone. Transformers shall not be placed above grade in the setback area between the building and the street, except that transformers may be placed adjacent to, but not in, the 3<sup>rd</sup> Street right-of-way near the loading dock entrances for the apartment buildings. Details of the above grade transformers for the apartment and townhouse developments, including the locations and dimensions of the transformers, the dimensions and materials of the transformer pads, and screening for the above-grade transformers, shall be provided and shall be subject to County Manager approval.
- b. Intake and exhaust garage ventilation grates may not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway, except that intake garage ventilation grates may be placed adjacent to, but not in, the 3<sup>rd</sup> Street North right-of-way. The developer agrees to provide drawings showing how the garage will be ventilated prior to submission of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. The developer agrees to work with, and shall obtain approval from, the County Manager of the appropriate location and screening of all ventilation grates, including vents located adjacent to, but not in, the 3<sup>rd</sup> Street North right-of-way, as part of the review of the final site engineering plan and the final site development and landscape plan before issuance of the Footing to Grade Permit.
- c. The location, dimensions, materials, and pavement pattern, where applicable, for driveways and access drives, automobile drop-off areas, driveway aprons, service drives, parking areas, crosswalks, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Brick or a concrete unit paver shall be used on the plaza areas and interior walkways. Interior walkways shall have a minimum width of four (4) feet. All plaza areas shall contain special paver 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 according to adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the final site development and landscape plan.
- d. The location and types of light fixtures for streets, parking, walkway and plaza areas, and associated utilities, as contained in the lighting plan required in Condition #53 below.
- e. Topography at two (2) foot intervals, the finished first floor elevation of all structures, and top-of-slab elevation for any proposed underground structures.
- f. 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, bike racks, arbors, trellises, and water features, and other landscape elements or structures, including public art, an historical marker and screening fencing and fencing around outdoor swimming pools.
- g. The location and planting details for street trees in accordance with Division of Transportation Standards and Specifications for planting in public rights-of-way and as shown on the approved final site engineering plan.
- h. The limits of demolition and construction.
- i. Once approved, the final site development and 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.
- j. The location, dimensions and details of the retaining walls located adjacent to the southwest property line shared with Culpepper Garden.

- k. Location, dimensions and screening for any at-grade heating, ventilation and air conditioning (HVAC) units, including units for apartment and townhouse developments.
- l. Should the County Manager determine that needed measures to allow emergency vehicle egress from the townhouse development include changes to the site and landscape design, then the developer shall show these changes on the final site development and landscape plan, which shall be reviewed and approved by the County Manager.

**Landscape Standards**

- 16. The developer agrees that all landscaping shall conform to Division of Transportation Standards and Specifications and to at least the following requirements:
  - a. Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:
    - (1) Major deciduous trees (shade or canopy trees such as Oaks, Maples, London Plane Trees, Japanese Zelkovas, etc.) other than street trees—a minimum caliper of 4 to 4 1/2 inches, except as indicated in Condition #21 below.
    - (2) Evergreen trees (such as Scotch Pines, White Pines, Hemlocks, etc.)—a minimum height of 7 to 8 feet.
    - (3) Ornamental deciduous trees (such as Cherries, Dogwoods, Serviceberries, Hornbeams, etc.)—a minimum caliper of 3 to 3 1/2 inches. Multi-stem trees shall not be less than 10 feet in height.
    - (4) Shrubs—a minimum spread of 18 to 24 inches.
    - (5) Groundcover—in 2 inch pots.
  - b. The developer agrees to coordinate with the DPRCR urban Forester to determine an appropriate and acceptable season in which to conduct planting. Planting is to occur during a season so as to best ensure the viability of the plantings. In addition, the developer agrees to plant trees prior to issuance of the first Certificate of Occupancy Permit.
  - c. 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.
  - d. 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.
  - e. Soil depth shall be a minimum of four (4) feet plus 12 inches of drainage material or a drainage board for trees and tall shrubs and three (3) 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.
  - f. Finished grades shall not exceed a slope of three to one or the grade that existed before the site work began.
  - g. The developer agrees to maintain the site in a clean and well-maintained condition before the issuance of the Clearing, Grading and Demolition Permit and agrees to secure and maintain the site throughout the construction and phasing process. 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 32A of the Zoning Ordinance.
  - h. The developer agrees to notify the DPRCR 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 DPRCR 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 DPRCR Urban Forester.

**Utility Company Contacts**

17. The developer agrees to contact all utility companies, including the electric, telephone and cable television companies, and offer them access to the site at the time of utility installation to install their underground cables. In order to comply with this condition the developer agrees to submit to the Zoning Administrator copies of letters from the developer to the utility companies offering them access as stated above.

**Final site engineering plan approval by DOT**

18. The developer agrees to submit final site engineering plans to the Division of Transportation. The plans will only be accepted by the Division of Transportation when they include a receipt from the Zoning Office that the final site development and landscape plan has been submitted. The plans shall be drawn at the scale of 1 inch = 25 feet and be 24 inches by 36 inches in size. Neither the Excavation/Sheeting and Shoring permit nor the first Building Permit shall be issued until final site engineering plans which agree with the approved final site development and landscape plan, and the sequence of construction, has been approved by the Division of Transportation and the CPHD Site Planner, as consistent with all site plan approval requirements and all County laws. Upon completion of the construction of a project, the developer agrees to submit one (1) set of as-built mylar plans for sanitary, storm sewer and water main construction to the Division of Transportation for recording. Should the County Manager determine that needed measures to allow emergency vehicle egress from the townhouse development include changes to the site and landscape design, then the developer shall show these changes on the final site engineering plans, which shall be reviewed and approved by the County Manager.

**Pavement, Curb and Gutter Along All Frontages**

19. The developer agrees to show on the final engineering plans pavement, curb and gutter along all frontages of this site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first Certificate of Occupancy for occupancy of the applicable phase of the project, and shall include the following:
- a. North George Mason Drive, at a width of 60 feet from face of curb to face of curb. To include four crosswalks and accompanying handicap ramps at the intersection of North Henderson Road (south side), 4<sup>th</sup> Street North (north and south side) and North Pershing Drive (north side).
  - b. North Henderson Road varies in width, at North George Mason Drive it is 36 feet from face of curb to face of curb and at 3<sup>rd</sup> Street North it is 43 feet from face of curb to face of curb. To include four crosswalks and accompanying handicap ramps at the intersection of 3<sup>rd</sup> Street North (east side and west side of the existing intersection), North George Mason Drive (west side) and mid-block approximately 100 feet south of the intersection of North George Mason Drive.
  - c. North Pershing Drive, 36 feet from face of curb to face of curb. To include two crosswalks and accompanying handicap ramps at the intersection of North George Mason Drive (west side) and 3<sup>rd</sup> Street North (east side)
  - d. 3<sup>rd</sup> Street North 29.5 feet from face of curb to face of curb. To include three crosswalks and accompanying handicap ramps at the intersection of North Henderson Road (south side), North Pershing Drive (north side) and 4<sup>th</sup> Street North.
  - e. 4<sup>th</sup> Street North 23 feet from face of curb to face of curb. In order to provide appropriate circulation around the park, at the time of submission of final engineering plans, the Department of Environmental Services may require the addition of a 4-foot median between traffic entering and exiting the site along the section of 4<sup>th</sup> Street North between North George Mason Drive and the townhouse access road. To include seven crosswalks and accompanying handicap ramps at 3<sup>rd</sup> Street North (east side), North George Mason Drive (west side), townhouse access road (east side and west side, the west side shall include a crosswalk crossing each direction of traffic flow as the road bifurcates around the park) and at each building entrance to cross to the park.
  - f. Should the County identify the need for signalization (pedestrian or vehicular) of the intersection of 4<sup>th</sup> Street North and North George Mason Drive within one year of issuance of the Certificate of Occupancy for the final building on the site, the developer agrees to contribute up to \$150,000, as determined by the County Manager, for the design, signalization and other such costs of the signal.
  - g. The developer agrees to construct new curb and gutter closing median breaks along George Mason Drive and adding planting materials where needed to create a continuous planted median along George Mason

Drive between North Henderson Road and 4<sup>th</sup> Street North and between 4<sup>th</sup> Street North and North Pershing Drive.

All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations. The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval; provided, however, that the provision of such improvements shall not increase the projected cost anticipated for such improvements as shown on the site plan drawings dated March 30, 2007, unless the County provides additional funding to offset such increased cost.

**Survey Monuments**

20. The developer shall submit a boundary survey of the site, with an error of closure within the limit of one (1) in twenty thousand (20,000), related to the Virginia Coordinate System of 1983 (VCS 83). Two (2) adjacent corners or two points on every plan sheet shall be referenced to the VCS 83 with coordinate values shown in feet. If a conversion from meters to feet is necessary, the foot definition used for conversion is the U.S. Survey Foot of 1 ft = 1200/3937 E+00 meters. If the development is located more than one-half mile from an Arlington County Survey Control Network (ACSCN) monument, the developer shall utilize a Virginia Licensed Land Surveyor to establish a permanent second order accuracy (or higher) survey control monument. The surveyor shall comply with standards and specifications contained in the current VDOT Survey Manual. The surveyor will be required to submit his or her computations to the Office of the County Surveyor for inclusion into the ACSCN. Plans referenced to the VCS 83 shall be annotated as follows: "The site shown hereon is referenced to the Virginia Coordinate System of 1983 as computed from a field survey which ties this boundary to the Arlington County Survey Control Network."

**Sidewalk Design and Improvements**

21. The developer agrees that the final sidewalk pattern/design and final selection of materials and colors to be used shall be as determined by the County Manager on the final site development and landscape plan and final engineering plan, in accordance with the Rosslyn-Ballston Streetscape Standards or other applicable urban design standards approved by the County Board and in effect at the time of the final landscape plan approval. The developer further agrees to construct the sidewalk improvements detailed below prior to the issuance of the first Certificate of Occupancy for occupancy of the applicable phase of the project. The sidewalks along the street frontages of this development shall be consistent with the County's *R-B Corridor Streetscape Standards*, or other applicable standards, and shall be placed on a properly-engineered base approved as such by the Division of Transportation. The sidewalk treatments shall continue across all driveway aprons for loading and garage entrances along all frontages of the site plan, and there shall be no barriers to impede the flow of pedestrian traffic. The sidewalks shall contain street trees placed in either tree pits, tree grates or planting strips, consistent with the *Standards for Planting and Preservation of Trees in Site Plan Projects*, and as specified below. Placement, planting and root enhancement options shall be consistent with the *Standards for Planting and Preservation of Trees in Site Plan Projects*, and as specified below. Street trees shall not be placed within the vision obstruction area. All public walkways shall be constructed to County Standard. The developer agrees to maintain and replace the street trees and sidewalks for the life of the site plan. The sidewalk sections and street tree species shall be as follows:

**Pershing Drive**—A minimum 6-foot wide sidewalk, plus a 5-foot grass strip measured from the back of curb, planted with 4 to 4 ½ inch caliper Red Maple street trees, placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb.

**North Henderson Road**—A minimum 6-foot wide sidewalk, plus a 5-foot grass strip measured from the back of curb, planted with 4 to 4 ½ inch caliper Red Maple street trees, placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb.

**George Mason Drive**—A minimum 8-foot wide sidewalk, plus a 5-foot grass strip measured from the back of curb, planted with 4 to 4 ½ inch caliper Red Maple street trees, placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb.

**3<sup>rd</sup> Street North Extended**—On the east side, a minimum 5-foot wide sidewalk, plus a 4-foot grass strip measured from the back of curb, planted with 4 to 4 ½ inch caliper Zelkova street trees, placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb. On the west side, a minimum 4-foot wide sidewalk, plus a 2-foot wide planting strip measured from the back of sidewalk.

**4<sup>th</sup> Street North Extended**—A minimum 6-foot wide sidewalk, plus a 4-foot grass strip measured from the back of curb, for the section between North George Mason Drive and the townhouse access road, planted with 4 to 4 ½ inch caliper Zelkova street trees, placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb, for the portion of the street that extends from George Mason Drive to the central park. A minimum 6-foot wide sidewalk, plus a 2-foot grass strip measured from the back of curb, for the section between the townhouse access road and 3<sup>rd</sup> Street North, planted with 4 to 4 ½ inch caliper Zelkova street trees placed approximately 30 feet apart on center at the back of sidewalk.

**Subsurface Structure-free Zone for Utilities and Streetscape**

22. The developer agrees that in order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the final design of the project shall provide a structure-free zone under the public sidewalk along all street frontages, as required in the *Standards for Planting and Preservation of Trees in Site Plan Projects*, with the exception of the eastern portion of Buildings A and B, and the southern portion of Building B where the garages extend beyond the building. At these locations the structure-free zone may be four (4) feet deep and if it is four (4) feet deep it shall include four (4) feet of soil plus a drainage board. This zone shall be a minimum of five (5) feet deep and shall extend from the back of the street curb to the far edge of the public sidewalk. No subterranean structures (such as parking garages) shall intrude into this five foot deep zone. Within the zone, underground utilities and utility vaults shall not be located in a manner that interferes with the appropriate spacing and replacement of street trees, consistent with the approved final site and development and landscape plan. Utility lines shall not be located beneath street trees. The location of all existing and proposed utility lines shall be shown on both the final landscape plan and the final site engineering plan.

**Water Service Requirements**

23. The developer agrees that the location of the water services will be determined at the time of the review of the final engineering plan in accordance with the following standards: water meter installations shall be located behind and adjacent to the curb line in an area clear of driveways, a minimum of five (5) feet clear of other utilities and a minimum of 10 feet clear of structures; a clear space 15 feet wide by 20 feet long by 10 feet deep shall be provided for three (3) inch and four (4) inch meter installations, and 20 feet wide by 25 feet long by 10 feet deep for six (6) inch and larger meter installations; and the building walls shall be adjusted as necessary to provide these clearances.

**Sanitary Sewer and Water Main Requirements**

24. The developer agrees that all sanitary sewers and water mains, including water services, shall have a minimum of ten (10) feet horizontal clearance from each other and five (5) feet clearance from all other utilities, and shall have a minimum of 10 feet horizontal clearance from buildings and other structures. Water mains 16 inch and larger, and mains placed more than 10 feet deep shall have a minimum of 15 feet horizontal clearance from buildings and other structures; and sanitary sewers 15 inches and larger, or sewers placed more than 10 feet deep shall have 15 feet minimum clearance from buildings and other structures. All water mains and sanitary sewers shall meet County Standard design criteria.

The developer agrees that the minimum clear horizontal separation between each individual barrel of the storm sewer and proposed buildings or other permanent structures shall be as follows: 10 feet from the center line of storm sewer mains less than 27 inches in diameter and 10 feet or less in depth; 15 feet from the center line of storm sewer mains less than 27 inches in diameter and greater than 10 feet in depth; 15 feet plus half the diameter from the center line of storm sewer mains greater than 27 inches in diameter, at any depth.

**Existing Water Main or Fire Hydrant Service**

25. The developer agrees that no existing water main or fire hydrant shall be taken out of service or made inaccessible without the prior approval of the Division of Transportation. This approval shall be obtained before the issuance of the Excavation/Sheeting and Shoring Permit.

**Water Main Improvements**

26. The developer agrees to show, on the final engineering plans, water main improvements in accordance with the following. The water main improvements shall be constructed prior to the issuance of the Final Building Permit for the respective phases of construction.

The developer agrees to construct approximately 700 feet of 12-inch water main in 3<sup>rd</sup> Street North between North Henderson Road and North Pershing Drive, connecting to the existing 8-inch water main in North Henderson Road and the existing 12-inch water main in North Pershing Drive.

The developer agrees to construct approximately 650 feet of 12-inch water main in 4<sup>th</sup> Street North between North George Mason Drive and 3<sup>rd</sup> Street North, connecting to the proposed 12-inch water main in 3<sup>rd</sup> Street North and the

new 8-inch water main in North George Mason Drive proposed with the townhouse development on Buckingham Village 2.

The developer agrees to construct approximately 470 feet of 12-inch water main in North George Mason Drive between 4<sup>th</sup> Street North and North Pershing Drive, connecting to the proposed 12-inch water main in 4<sup>th</sup> Street North and the existing 12-inch water main in North Pershing Drive. The existing 6-inch water main in North George Mason Drive shall be abandoned between North Henderson Road and North Pershing Drive with any existing services reconnected to the proposed main.

The developer agrees to construct an additional 8-inch water main to provide water services for the townhouse lots and/or fire hydrant coverage as determined necessary by the County Manager at the time of final site plan submission for the following:

- 1) North George Mason Drive between North Henderson Road and 4<sup>th</sup> Street North, and;
- 2) the private street located between the multi-family buildings and the townhouses, between North Henderson Road and North Pershing Drive.

The developer agrees to construct approximately 220 feet of 12-inch water main in North Henderson Road, connecting to the new 8-inch water main in North George Mason Drive proposed with the townhouse development on Buckingham Village 2, and continuing to the private street located between the multi-family buildings and the townhouses. Additionally, the developer agrees to abandon approximately 220 feet of existing 8-inch water main being replaced by the new 12-inch water main and to reconnect any existing water services from the abandoned line.

The developer agrees to remove all utilities located six (6) feet or less below the finished grade of the site. If the utilities are located deeper than six (6) feet below the finished grade, then the developer may abandon them by flowable fill upon written approval by the Department of Environmental Services.

**Sanitary Sewer Main Improvements**

27. The developer agrees to show, on the final engineering plans, and to construct sanitary sewer main improvements in accordance with the following. The sanitary sewer main improvements shall be constructed prior to the issuance of the Final Building Permit.

The developer agrees to construct appropriate sanitary improvements such that none of the sanitary sewer outfall flows to the Upper Doctors Branch sanitary sewer shed but rather to the Lower Lubber Run sanitary sewer shed.

If the County TV-Inspects the sanitary sewer lines serving the site and identifies any improvements as necessary to adequately service the development. The developer agrees to re-line, repair or replace those sections or appurtenances of the sanitary sewer serving the development that are found to be deficient or damaged by the developer, as identified by County staff and as shown on the final engineering plan approved by the County Manager.

The developer agrees to remove all utilities located six (6) feet or less below the finished grade of the site. If the utilities are located deeper than six (6) feet below the finished grade, then the developer may abandon them by flowable fill upon approval of the Department of Environmental Services.

**Horizontal Standpipe or Fire Hydrant Requirements**

28. The developer agrees to show, on the final engineering plan, horizontal standpipes or fire hydrants at intervals of not more than 300 feet in order to provide adequate fire protection. The developer agrees to include the kind and locations of service specified by the County at the time of the final site engineering plan approval based on applicable safety standards. The developer agrees that fire hydrants shall be installed prior to the issuance of the Final Building Permit, and horizontal standpipes shall be installed prior to the issuance of the first Certificate of Occupancy.

The developer agrees to provide calculations to demonstrate the needed fire flow as defined in the Arlington County Department of Environmental Services Construction Standards and Specifications Manual. This information shall be clearly shown on the cover sheet of each plan set submitted.

**Replacement of Damaged Existing Curb, Gutter and Sidewalk**

29. The developer agrees to remove and replace, according to 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 Certificate of Occupancy.

**Street Lighting Requirements**

30. The developer agrees to show on the final engineering plans street lighting along all frontages of the site prior to the issuance of the Excavation/Sheeting and Shoring Permit. The plans shall include the height and color of the street light poles. The developer agrees, at its cost, to purchase and install approved Arlington County street lighting along the frontages of the site prior to the issuance of the Shell and Core Certificate of Occupancy. In addition, the developer agrees to furnish and install all conduit and junction boxes necessary for the lighting system. The developer agrees that all construction shall meet Arlington County standards.

The developer agrees to purchase and install Virginia Power "Carlyle" standard street lights along all frontages of the site, including the frontages along North Henderson Road, Pershing Drive, George Mason Drive, and 3<sup>rd</sup> and 4<sup>th</sup> Streets, in accordance with adopted County Street Lighting Policy. The height of the street lights shall be 16 feet on George Mason Drive, and 12 feet on North Henderson Road, Pershing Drive and 3<sup>rd</sup> and 4<sup>th</sup> Streets, measured from the sidewalk to the base of the luminaire. The developer agrees to remove all standard thoroughfare lights from the site, unless the County decides that one or more are required to provide adequate lighting for street safety purposes at intersections. . The developer agrees to pay the cost of moving existing or installing additional standard thoroughfare lights if required above.

**Underground Existing Aerial Utilities**

31. The developer agrees to remove or place underground all existing aerial utilities within or along the periphery of the entire site plan site as shown on the final site development and landscape plan and the final engineering plan approved by the County Manager. Any utility improvements necessary to provide adequate utility services to this development or utility work necessary to provide a terminus to the underground facilities shall be paid for by the developer and shall not result in the installation of any additional utility poles, or aerial devices. The developer agrees that all utility relocation shall be completed prior to the issuance of the Shell and Core Certificate of Occupancy.

**Off-street Parking for Construction Workers**

32. The developer agrees to provide off-street parking for all construction workers 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. Compliance with this condition shall be determined based on a plan which shall be submitted to the Zoning Administrator, and for which the developer has obtained the Zoning Administrator's approval, before the issuance of the Excavation/Sheeting, and Shoring Permit. This plan shall set forth the location of the parking to be provided at various stages of construction, how many spaces will be provided, how many construction workers will be assigned to the work site, and mechanisms which will be used to encourage the use of Metro, carpooling, vanpooling, and other similar efforts. The plan shall also provide for a 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. If the plan is found to be either not implemented or violated during the course of construction, a correction notice will be forwarded to the developer. If the violation is not corrected within ten (10) days, the developer agrees that a "stop work order" will be issued, and construction halted until the violation has been corrected.

**Address Indicator Signs**

33. The developer agrees to install address indicator signs on the site which comply with Section 27-12 of the Arlington County Code or successor provision in a location visible from the street and as shown on the final site development and landscape plan.

**Façade Treatment of Buildings**

34. The developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be as specified and shown on the submitted drawings identified in Condition #1 and as presented to the County Board and made a part of the public record on the County Board date identified in Condition #1, including all renderings, drawings, and presentation boards presented during public hearings, except that all elevations of the apartment buildings, including courtyard elevations, shall have brick masonry facades, and all elevations of the townhouse units which are visible from public streets shall have masonry facades. The developer agrees to provide details of the design of the garage entrance and loading dock doors through which garage intake will be provided. In addition, the design and details of the garage doors on the townhouse units, the washer and dryer vents on the facades of the multi-family buildings, and the rooftop venting for the multi-family buildings, shall also be provided. The treatment of these doors, as well as the garage doors on townhouse units, shall be provided. The developer agrees to submit colored drawings and renderings which label the materials and colors for each elevation of the building, including interior elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives) and roof treatments (e.g. location and screening of roof-top heating, ventilation and air conditioning units), and material

samples, for review by the County Manager for consistency with this site plan approval prior to the issuance of the Footing to Grade Permit. The developer further agrees to obtain the approval of the County Manager of the façade treatment as being consistent with the County Board approval, including, without limitation, meeting the additional design standards identified above, before the issuance of the Final Building Permit.

**Recordation of Public Easements and Dedications**

35. All required public deeds of easement and deeds of dedication shall be submitted to the Division of Transportation prior to the issuance of the Excavation/Sheeting and Shoring Permit, and be approved and recorded among the land records of the Clerk of the Circuit Court of Arlington County, by the developer before the issuance of the Final Building Permit. The developer agrees that there shall be no building construction within the easement area unless the Deed of Easement so provides. Dedications granted by the developer to the County, and acquisitions by the County, for street and public right of way purposes and improvements shall be dedicated and conveyed in fee simple to the County, free and clear of all liens and encumbrances, unless specifically permitted by the applicable Agreement of Sale for Buckingham Villages 1 and 3, respectfully. Dedications granted by the developer for improvements, including, but not limited to, sidewalks, street trees, other streetscape plantings, and water, storm sewer, sanitary sewer, and other utilities, may be dedicated by easement to the County.
- **The following conditions of site plan approval (#36 through #44) are valid for the life of the site plan and must be met by the developer before issuance of the Footing to Grade Structure Permit.**

**Plat of Excavated Area**

36. 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 #1 and #10 above.

**Public Improvements Bond**

37. Upon approval of the final site engineering plan the developer agrees to submit a performance bond estimate for the construction or installation of all facilities (to include street trees and all landscape materials) within the public rights-of-way or easements to the Division of Transportation for review and approval. Upon approval of the performance bond estimate by the Division of Transportation, the developer agrees to submit to the Division of Transportation a performance bond, in the approved amount of the estimate, and an agreement for the construction or installation of all these facilities (to include street trees and all landscape materials) within the public rights-of-way or easements, which shall be executed by the developer in favor of the County before the issuance of the Final Building Permit.

Prior to the release of the public improvement bond, the developer agrees to submit as-built drawings showing the location and facilities for all underground utilities (water, sanitary sewer, and storm sewer) that will be maintained by Arlington County.

**Underground Electrical Transformers Intentionally Omitted**

38.

**Interior Trash Collection and Recycling Areas**

39. The developer agrees that interior space shall be provided and used for the collection, storage, compaction, and removal of trash, as well as appropriate facilities for the recycling of reusable materials as defined by the County. The collection, storage, compaction, and removal of trash shall not occur outside the interior loading space. This space may not conflict with the use of a loading berth. The developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition before the issuance of the Footing to Grade Structure Permit.

**Interior Loading Spaces**

40. The developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements: minimum 12-foot clear width (including entrances), 30 foot-length and 14-foot height clearance. Any loading dock to be used for trash removal shall have a minimum interior height clearance of 14 feet. All loading docks shall contain roll-down doors. 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. The loading dock door shall also 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.

**Parking Garage Van Access**

41. The developer agrees that new parking garages shall be designed to allow access and use by vans consistent with the Virginia Building Code, and shall be conveniently located on the level of the garage closest to street level and

shall have a minimum clearance of 98 inches. All other areas of the garage shall have a minimum clearance of 84 inches. Compliance with this condition shall be determined by review of the building plans by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit, which review shall not relieve the developer from constructing in accordance with this condition.

**Parking Space Compliance with Zoning Ordinance**

- 42. The developer agrees to ensure that all parking spaces comply with the requirements of Section 33 of the Zoning Ordinance. Unless otherwise approved by the County Board, the number of compact spaces may not exceed the Zoning Ordinance requirement. The developer shall submit drawings showing that these requirements are met, and shall obtain approval by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit.

**Bicycle Storage Facilities**

- 43. The developer agrees to provide, at no charge to the user, secure bicycle storage facilities in locations convenient to office, residential and retail areas on the following basis at a minimum:

**Residential Bicycle Storage Facilities:**

One (1) resident bicycle parking space for every three (3) residential units, or portion thereof, and one (1) visitor space for every 20 residential units, or portion thereof, of residential units. (This condition does not apply to the townhouse development, which is exempt from this requirement.)

Employee and resident bicycle parking facilities shall be highly visible to the intended users and protected from rain and snow within a structure shown on the site plan. The facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress. The facilities for office users and resident bicycle parking must meet the acceptable standards for Class I storage space as contained in the Arlington Bicycle Transportation Plan, dated April 1994 with Amendments through March 2003, and be highly visible from an elevator entrance, a full-time parking attendant, a full-time security guard or a visitor/customer entrance. Visitor parking must be located at grade and within 50 feet of the primary and other building entrances. Any bicycle parking racks used on the site must conform to the Arlington County Standard or be approved by the Bicycle and Pedestrian Program Manager. Drawings showing that these requirements have been met shall be approved by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit. Residential condominium covenants shall not prohibit the storage of bicycles in individual condominium units.

**Emergency Vehicle Access/support on Parking and Plaza Areas**

- 44. The developer agrees to construct all plaza areas used for vehicular access and all surface parking areas to support the live load of any fire apparatus. Architecturally designed bollards or curbs shall be used on pedestrian plazas to separate the areas intended for emergency vehicle use from areas intended for pedestrian use. No above-grade structure shall be allowed to obstruct fire lanes. The requirements of this condition shall be incorporated in the drawings submitted for the Footing to Grade Structure Permit.

- **The following conditions of site plan approval (#45 through #49) are valid for the life of the site plan and must be met by the developer before the issuance of the Final Building Permit.**

**Wall Check Survey**

- 45. 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 #1 and #10 above.

**Screening of Mechanical Equipment**

- 46. The developer agrees that mechanical equipment shall be screened so as not to be visible from public rights-of-way.

**Use of Penthouse**

- 47. The developer agrees that the use of any penthouse shall be limited to mechanical equipment and equipment maintenance space or telecommunication transmitter and/or receiver equipment as required in Condition #58 below.

**Review by Crime Prevention Through Environmental Design (CPTED) Practitioner**

- 48. The developer agrees to submit to the Zoning Administrator and the Operations Division of the Arlington County Police Department documentation that a Crime Prevention Through Environmental Design (CPTED) practitioner referred by the Police Department has reviewed the site plan for meeting CPTED design requirements.

**FAA Documentation**

49. If applicable, the developer agrees to obtain from the Federal Aviation Administration (FAA), before the issuance of the final building permit, 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.

- **The following conditions of site plan approval (#50 through #55) are valid for the life of the site plan and must be met by the developer before the issuance of the First Certificate of Occupancy.**

**Comprehensive Sign Plan**

50. The developer agrees to develop and submit a comprehensive sign plan and that all exterior signs (including identification and directional signage) shall be consistent with the guidelines contained in "Sign Guidelines for Site Plan Buildings" and with Section 34 of the Zoning Ordinance. The Zoning Administrator shall determine whether the signs meet the standards of the guidelines and the Ordinance. No sign permits will be issued until a comprehensive sign plan is approved. The developer agrees to obtain approval from the Zoning Administrator of the comprehensive sign plan before the issuance of the first Certificate of Occupancy. All proposed rooftop signs, defined as all signs that are 35 feet or more above the ground, shall require a site plan approval or amendment.

**Transportation Management Plan**

51. The developer agrees to develop and implement a Transportation Management Plan (TMP) in order to achieve the desired results of the Arlington County Transportation Demand Management (TDM) program. The developer agrees to obtain the approval of the County Manager or his designee for such plan before the issuance of the first Certificate of Occupancy for each respective building.

Annual assessments rates will 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.

The Transportation Management Plan shall include a schedule and details of implementation and continued operation of the elements in the plan. The Transportation Management Plan shall include, but not be limited to, the following strategies:

**Participation and Funding**

- a. Maintain an active, on going relationship with Arlington Transportation Partners (*ATP*), or successor entity, at no cost to the developer, on behalf of the property management company.
- b. Designate a member of building management for each of the multi-family buildings on Buckingham Village 1 as Property Transportation Coordinator (PTC) to be a primary point of contact with the County and undertake the responsibility for coordinating and completing all TMP obligations. The applicant will provide, and keep current, the name and contact information of the PTC to the Commuter Assistance Program. The Property Transportation Coordinator shall be appropriately trained to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.
- c. In addition to supporting the ongoing activities of the Property Transportation Coordinator and other commitments of this TMP, Paradigm agrees to contribute \$3,000 per year for a period of ten (10) years to the Arlington County Commuter Services (ACCS) for each of the two (2) multi-family residential buildings on Buckingham Village 1, to sustain direct and indirect on-site and off-site services in support of TMP activities. Payment on this commitment will begin as a condition of issuance of the first Certificate of Occupancy for the first finished dwelling unit in each of the completed buildings. Subsequent payments will be made each year on the anniversary of the issuance of the first certificate of occupancy.

**Facilities and Improvements**

- d. Provide at the developer's expense, a Transportation Information Center Display (kiosk) in the residential building lobby of each of the multi-family buildings on Buckingham Village 1 the content/design/location of which shall be reasonably accessible in the main lobby/leasing area of the first floor of the building, which shall be approved by ACCS / ATP, to provide transportation-related information to residents and visitors.
- e. During construction, maintain or coordinate relocation of any existing bus stops.
- f. The developer agrees to dedicate and convey to Arlington County two (2) easements for placement of bus stops or bus shelters on Buckingham Village 1. The exact location of the bus stops or bus shelters shall be as approved on the final engineering plan.

- g. Maintain at least two (2) on-site business centers, one in each of the multi-family buildings (each business center will include, at a minimum, access to copier, fax, pc, and internet services in a minimum 56 sq. ft. of space), which shall be made available to residents of the buildings and townhouses.
- h. Comply with requirements of Site Plan conditions to provide bicycle parking/storage facilities, and construction worker parking.
- i. Provide a one time contribution of \$30,000 for bus shelter improvements in the Buckingham Neighborhood; in its place the developer may construct at the developer's expense, three (3) bus shelters at locations and with designs approved by Arlington County, Department of Environmental Services, Transportation Division. For each shelter constructed by the developer, and dedicated to the County, \$10,000 will be credited toward the one time contribution of \$30,000. The developer agrees to complete construction of the three (3) bus shelters, or make the \$30,000 contribution or some combination of the two, prior to the issuance of the first Certificate of Occupancy for the second multi-family building constructed on Buckingham Village 1.

**Parking Management Plan**

- j. The developer agrees to prepare, obtain the County Manager's approval, and implement as approved, a parking management plan regarding: taxi passenger loading and unloading; accessible paratransit pick-up, drop-off, handicapped access, and passenger waiting area; loading zones for short-term deliveries; bus stops; and on-and off-street parking for residents, employees, and visitors. Such plan shall include a schematic drawing depicting an area parking plan for all block faces abutting the site. Additionally, this plan will note restrictions as to times that various activities (such as deliveries and parking) are permitted in the respective spaces.
- k. The developer agrees to locate four car sharing vehicles on the adjacent streets, location to be determined by Arlington County.
- l. The developer agrees to provide effective directional signage subject to approval of a Comprehensive Sign Plan to direct residents and visitors to appropriate locations on the property, such plan to include provision for the items specified in the Parking Management Plan.
- m. The developer agrees that no commercial on-street loading will be permitted between the hours of 7 and 9 a.m. or between 4 and 6 p.m.

**Promotions, Services, Policies**

- n. The developer agrees to provide website hotlinks to CommuterPage.com™ under a "transportation information" heading from the property's website regarding this development.
- o. The developer agrees to distribute a new-resident package, including material provided by Arlington County, which includes site-specific ridesharing and transit-related information to each lessee and/or condominium purchasers. Packages will be distributed to tenants no later than the day of move-in at the building.
- p. The developer agrees to reference the Ballston Metro Station and bus routes in promotional materials and advertisements.
- q. The developer agrees to cooperate with Arlington County to assist the County in implementing a transit-advertising program that will distribute information four times per year to all residents, tenants, employees, and visitors.
- r. The developer agrees to participate in Ozone Action Days and other regionally sponsored clean air, transit, and traffic mitigation promotions by posting notice of such promotions in locations within the building(s).

**Performance and Monitoring**

- s. 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.
- t. During the first year of start up of the TMP and on an annual basis thereafter, the Applicant will submit an annual letter to the County Manager, describing completely and correctly, the TDM related activities at the site.

**Residential Parking**

52. In Building B, as shown on the plans dated March 30, 2007, the developer agrees to construct 297 parking spaces consistent with the site plan in its underground parking garage. The developer will offer one (1) parking space to each household/apartment. If a parking space is requested, the landlord will require that the household enter into a parking lease and pay market rent at a reasonable rate for the use of the space. If a household does not request a parking space and therefore does not enter into a parking lease, that household will not be charged any parking rent.

In Building A, as shown on the plans dated March 30, 2007, the developer agrees to construct 270 parking spaces consistent with the site plan in its underground parking garage. Subject to the specific requirements and rules of VHDA, residential households governed by the Section 42 Program (Building A is the mixed income building) will be entitled to one (1) parking space at no charge if they have a vehicle; each of the other remaining households in Building A will be able to lease one (1) parking space at market rent upon entering a parking lease.

In its management of the public street parking, the County will cooperate with the applicant in providing short term parking to facilitate the operation of the rental office and to provide for over-sized vehicle parking as may be necessary

**Lighting Plan for Public Areas**

53. The developer agrees to include a lighting plan for all internal and external public areas, including parking areas, as part of the final site development and landscape plan. This lighting plan shall be subject to review by the County Manager, including street lighting as described in Condition #30 above. The developer shall include, in the site development and landscape plan, a certification that the lighting plan meets the minimum standards of the Zoning Ordinance, Section 2, Subsection H, and the Illumination Engineering Society of North America Standards. The developer agrees to obtain the approval of all lighting from the County Manager, and to install approved lighting, before the issuance of the First Certificate of Occupancy for occupancy of the applicable phase of the project.

**Documentation of Historical Artifacts, Features and Buildings**

54. The developer agrees to be responsible for documenting any historical artifact or historical natural feature uncovered during construction on the site and to coordinate such documentation with County Historic Preservation Program staff. 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. The developer agrees to submit a copy of this documentation to Arlington County Historic Preservation Program staff before issuance of the First Certificate of Occupancy.

In the event that Historic Preservation Program staff in conjunction with the developer determine that 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 Arlington County Historic Preservation Program to determine whether removal or disturbance of the artifact or natural feature is warranted, and if so, what mitigation measures should be undertaken. 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.

If in conjunction with Historic Preservation Program staff it is determined that historic buildings are located on the site, then photographic documentation shall be consistent with Historic American Building Survey (HABS) standards. Should the project be assessed as a possible archaeological site by Historic Preservation Program staff, then the developer agrees to pursue, at a minimum, Phase I archaeological study. The developer agrees to submit to the Arlington County Historic Preservation Program all written results of the Phase I archaeological study and all artifacts found on the site.

It is agreed that due to the time constraints associated with the VHDA financing associated with Building A, that no intensive level (Phase II and beyond) archaeological study is required on that phase. Historic Preservation Program staff will determine by January 2008 if an archaeological study is required on any portion of the remainder of Village 1.

**Availability of Site Plan Conditions to Residential Condos, Cooperatives and Homeowners Associations**

55. 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. Documentation that this condition has been satisfied shall be provided to the County Manager before the issuance of the First Certificate of Occupancy. 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 Certificate of Occupancy following the conversion.

- **The following condition of site plan approval (#56) is valid for the life of the site plan and must be met by the developer before the issuance of the Master Certificate of Occupancy.**

**Building Height Certification**

56. The developer agrees to submit, before the issuance of the Master Certificate of Occupancy, drawings certifying the building height as measured from the average site elevation to both the mid-point and top of the building roof and to the top of the cupola.

- **The following condition of site plan approval (#57) is valid for the life of the site plan and must be met by the developer within 90 days of receipt of the partial Certificate of Occupancy for full occupancy of the building.**

**Obtain Master Certificate of Occupancy**

57. 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 of the residential buildings or townhouse units, whichever is later. 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 County Manager or his designee for review and approval at least one (1) month prior to the end of the six-month time frame. The County Manager may approve such extension if he finds that the developer is diligently continuing completion of the project, and will apply for and meet all requirements of a Master Certificate of Occupancy within a reasonable amount of time.

- **Post Certificate of Occupancy: the following Conditions of site plan approval (#58 through #63) are valid for the life of the site plan.**

**County Installation of Telecommunications Transmitter and/or Receiver Equipment**

58. In order to maintain the effectiveness of the County's public safety systems, the developer/applicant 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. 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.

**Structural Additions**

59. The developer agrees that any structural addition or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager, in consultation with the Zoning Administrator determines that any proposed improvements or 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 go to the County Board, a site plan amendment shall be required.

**Snow Removal**

60. The developer or owner agrees to remove snow from all interior private streets and interior and exterior sidewalks, including accessibility ramps and gutter areas within crosswalks, within a reasonable time after snow has stopped falling but in no case later than snow removal provided for vehicular access to the site.

**Maintenance of Residential Common Areas**

61. 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 property management or the condominium's, cooperative's or homeowners association's bylaws or agreements consistent with Section 2.D.6 of the Zoning Ordinance.

**Retention of Approved Parking Ratio over Subdivided Site**

62. The developer agrees to provide parking for each building according to the approved parking ratio; when this 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.

**Retention of Approved Density over Subdivided Site**

63. The density allocated for any new construction pursuant to the site plan on any subdivided parcel of the site shall be the same as the approved density for the entire site. No additional density shall be allowed on any individual parcel formed by subdivision of the site.

- **The following unique site specific conditions (#64 through #78) are valid for the life of the site plan and must be met before the issuance of the permit specified in each Condition.**

**Public Art Fund Contribution**

64. The developer agrees to make a contribution to the Public Art Fund in the amount of \$75,000 to support County public art initiatives described in the Public Art Master Plan (adopted December 2004) and the goals of the Public Art Policy (adopted September 2000). Such contribution shall be made to the Public Art Fund prior to issuance of the first above grade building permit for any work on the site. If the contribution is made more than 12 months after site plan approval, the contribution amount will be adjusted by the percentage change in the Consumer Price Index (CPI-U) between the date of site plan approval and the first day of the month on which the contribution is made.

**Affordable Housing Program**

65. A. **Village 1 Affordable Housing Program – 100 tax credit units:** The applicant agrees to provide 100 tax credit units affordable to households at or less than 60% of the Area Median Income (AMI), conditioned upon County and other funding necessary to provide the units at affordable rents. Prior to the issuance of the above grade building permit for any activity on the Village 1 site, the applicant agrees to execute documents requested by the County to evidence agreement to an approved final Affordable Housing Plan, including, but not necessarily limited to, the following conditions:

1. **Affordable Rents:** The applicant agrees to provide one-hundred (100) tax credit units that have rent levels affordable to households at or below 60% of area median income (AMI). The applicant agrees to lease the affordable units to households whose incomes do not exceed these affordability levels. The applicant agrees that the affordable rents shall be set based on VHDA/Low Income Housing Tax Credit rent limits for Arlington County (including a deduction for utilities).
2. **Rent Increases:** The applicant agrees that rent increases for the 100 tax credit units shall not exceed the 60% rents as permitted under the VHDA/Low Income Housing Tax Credit program. The applicant agrees that rents shall be adjusted no more frequently than annually, per the lease agreement, and that rent increases for tenants continuing in occupancy shall be based on area median income increases as published annually by HUD.
3. **Compliance Period:** The applicant agrees that the affordable housing plan shall require units to remain affordable for a term of 50 years from the placed in service date as indicated in VHDA Form 8609.
4. **Accessible Units:** The applicant agrees to provide, subject to the priority list favoring vested Buckingham residents with disabilities, 5 affordable units as accessible to persons with physical disabilities under standards described in the American National Standards Institute "Accessible and Usable Buildings and Facilities" (ICC/ANSI A117.1-2003) and Type A units as provided in the current applicable Accessible Standards as adopted by the Virginia Uniform Statewide Building Code. The applicant agrees to diligently market the accessible units to persons with disabilities for a period of 60 days. If after 60 days the applicant is unable to rent the unit(s) to persons with disabilities, then the applicant agrees to provide the unit(s) to income eligible residents. The applicant agrees to market these units to households in need of such units as part of the applicant's Affirmative Marketing Plan.
5. **Supportive Housing Units:** The applicant agrees to provide, subject to the priority list favoring vested Buckingham residents and normal application criteria, up to 12 of the 100 tax credit units at 60% of the AMI to the County's Department of Human Services (DHS)'s clients. If DHS is unable to provide 12 ready and qualified residents when the units come on line, the applicant or its affiliate may provide any remaining units at a later time based on availability. The provision of these units shall occur through one of two mechanisms: the applicant or its affiliate shall utilize federal Housing Choice Project-based Vouchers or utilize DHS' Project-based Supportive Housing Rental Assistance Program to subsidize the rents of DHS clients for a term of 30 years. This condition is subject to the availability of such vouchers or sufficient appropriated rental assistance funds.
6. **County/Developer Agreement/Affirmative Marketing Plan/Marketing Period:** The applicant agrees to execute an Affordable Housing Agreement with the County. The agreement shall include an Affirmative Marketing Plan in substantially that form as required by the U.S. Department of Housing and Urban Development (HUD) and including, at a minimum, the elements specified in the Developer's final Affordable Housing Plan and Affirmative Marketing Plan. The Affirmative Marketing Plan shall be in a form and substance acceptable to the County Manager, with the concurrence of the County Attorney, according to the County's criteria for such marketing plans. The developer agrees that the proposed marketing plan

shall call for the initial advertising and marketing of the affordable units for a period of at least 45 days before projected occupancy.

**B. 60 Non-tax-credit units:** The applicant agrees to offer 60 non-tax-credit units affordable to households between 60% and 80% of the AMI. This program shall be subject to future appropriations from the County to provide the necessary rent assistance or capital subsidy required to reduce the rents from the prevailing market rent levels to the low or moderate-income targeted rents. The applicant will work with the Housing Commission or County Manager appointed group, and staff, to finalize the details of this program subject to approval by the County Board and County Manager.

1. **Affordable Units and Rents:** The applicant agrees to offer 60 units targeted to households between 60% and 80% of the AMI. The applicant agrees to offer the units at one of two locations in the Buckingham community:

- Buckingham Villages 1; Building A (234 unit/mixed income building);
- Ballston Park at Historic Buckingham Village.

The applicant will agree to charge such rents and limit occupancy to such households as directed by the County (subject to applicant's normal qualifying criteria), provided a source for funding the difference between the rent levels paid by the resident and market rents is established by the County.

2. **Rent Increases:** The applicant agrees that rent increases to the occupants will be set and escalated only as directed by the County in the final definition of the affordable housing program. Market rents, per apartment, will be escalated no more often than once annually and will be set at levels consistent with other similar market units at that property.

3. **Compliance Period:** The applicant agrees to offer the 60 non-tax credit units for a term of 30 years from the date of initial occupancy if the units are located within Building A of Village 1 and provided they are continuously funded during that time period. Efforts will be made to establish a contract period on units offered at Ballston Park at Historic Buckingham Village. The applicant and the County agree that since individual residents will have leases of up to 12 months, that if at any point the funding of the 60 non-tax credit units does not extend through the term of all leases secured under the affordable housing program agreement, then the applicant will begin to adjust the unit rents to market upon their lease expirations and the program will end.

**Phasing Plan & Maintenance of Properties and Rents**

66. The developer agrees to obtain approval of the County Manager of a phasing plan prior to the issuance of any building permits for the site plan. The phasing of construction shall be implemented consistent with the phasing plan approved by the County Manager. During the phasing of construction for all units under lease on Village 1, as well as units under lease for the duration of its ownership and control of Village 3, the developer agrees to (i) keep the property in good repair, and shall not commit waste or permit the impairment or deterioration of the property, and (ii) maintain all rental units of the property in compliance with all applicable housing, building and property maintenance codes and all standards, as adopted by Arlington County, Virginia. Furthermore, the developer agrees to permit the County to conduct inspections of the property (including the interior of the units) from time to time, to assure compliance with these maintenance requirements of the property. Until the buildings are demolished, the developer agrees to maintain access on the site for fire emergency vehicles. Improvements required by these site plan conditions shall be constructed in phases, consistent with the phasing plan for construction of the project. Any changes in the project phasing shall require a new phasing plan approved by the County Manager prior to the issuance of any permits.

The developer agrees that, until the County acquires Village 3 in accordance with the agreement between the County Board and 4319 North Pershing Drive Apartment Investors, LLC, provided that agreement remains in effect, the developer (1) shall not erect, alter, relocate, move or demolish, nor cause or permit others to erect, alter, relocate, move or demolish, any building or other exterior structure including walls, steps and pavement, or other appurtenant features, without written approval by the County Manager; (2) shall maintain the apartment units in Village 3 in a habitable condition making all repairs and/or taking all actions necessary to maintain the units materially in the condition existing at the date of, and as described in, the Property Condition Report referenced in the above referenced agreement for sale of Village 3; and (3) shall limit rent increases for the apartment units in Village 3 to not more than one each year in an amount not greater than 5%. Furthermore, the developer agrees to limit rent increases for each of the apartment units in Village 1 to not more than one each year in an amount not greater than 5% for as long as the unit remains available for rent, i.e., until it is vacated for demolition.

**Enclosure of Balconies**

67. The developer agrees that no balconies, other than those identified in the approved site plan, shall be enclosed, without prior approval by the Zoning Administrator.

**LEED Credits and Sustainable Design Elements**

68. The developer agrees to hire a LEED certified consultant as a member of the design and construction team. The consultant shall work with the team to incorporate sustainable design elements and innovative technologies into the project so that numerous building components may earn the developer points under the U.S. Green Building Council's system for LEED certification. Specifically, the developer agrees to include sustainable elements in design and construction that are sufficient to meet the requirements for seven (7) LEED Prerequisites and include at least 20 LEED credits. The developer agrees to use commercially reasonable efforts to achieve additional LEED points.

For residential development, the developer agrees that all of the following types of appliances, fixtures, and/or building components used in the project shall have earned the U.S. EPA's Energy Star label: clothes washers, dishwashers, refrigerators, ceiling fans, ventilation fans (including kitchen and bathroom fans), light fixtures (halls and common areas), and exit signs. To further enhance energy efficiency, the developer shall choose two of the types of components listed and all of those two types of components installed or used in the project shall be Energy Star qualified: programmable thermostats (in residential units); residential light fixtures; windows and doors; and HVAC systems. The developer shall submit to the County Manager a statement listing all Energy Star qualified components prior to issuance of the Core and Shell Certificate of Occupancy.

The developer further agrees at each permit stage listed below, to submit a report, to the Department of Environmental Services (DES) and to the Zoning Office, summarizing the efforts to date of the inclusion of the sustainable elements within the project and documentation upon request to substantiate the report. Such reports will be submitted prior to issuance of the following permits or certificates of occupancy for construction of the project:

- Demolition Permit
- Excavation, Sheeting and Shoring Permit
- Footing to Grade Permit
- Above Grade Building Permit
- Shell and Core Certificate of Occupancy
- Certificate of Occupancy for occupancy of the last floor of space
- Master Certificate of Occupancy

In addition, prior to issuance of the first Certificate of Occupancy after the Shell and Core Permit, the developer will submit a certification to the County Manager that the elements to earn the above specified numbers of points have been included in the buildings. Within 30 days after request, the developer agrees to provide back-up information to substantiate the certification.

**Refuse Delivery to County Disposal Facility**

69. 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. 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. Any facility designated by the County Manager will have competitive rates at or below other facilities in the region otherwise available to the developer.

**Towing of Impermissibly Parked Vehicles**

70. The developer agrees to have, as a part of its parking management plan, provisions relating to the towing of impermissibly parked vehicles. Such provisions shall include, but not be limited to:

- a. Requirements for signage at the developer's parking lot(s) providing notice of all applicable parking restrictions enforced by towing, the location of the towing contractor(s)' impoundment yard, and the name and telephone number of the developer's on-site representative responsible for towing-related complaints, as well as the telephone number of the Arlington County Office of Citizen and Consumer Affairs;
- b. Disclosure by the developer and its towing contractor(s), at the developer's parking lot(s), of all fees and charges for towing; and
- c. Evidence that the developer has a contract with the towing contractor that requires the towing contractor to clearly display all fees and charges for towing.

**Speed Bumps at Garage Exit Ramps**

71. The developer agrees to install speed bumps adjacent to the top of garage exit ramps at locations where ramps abut the pedestrian sidewalk, in order to slow vehicular traffic prior to vehicles crossing the sidewalk. The locations of the speed bumps shall be shown on the site engineering and building plans approved by the County Manager. The garage doors shall be setback from the sidewalk a minimum distance of six (6) inches.

**Authorization for Police to Enter Residential Parking Areas**

72. The developer agrees to develop procedures, subject to approval of the County Manager, 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.

**Public Safety Radio Communications**

73. 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 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.

**ADA Power Door Openers**

74. In addition to the regulations and requirements established with ADA Federal law, the developer agrees to install an electric eye or a power door opener for the main pedestrian residential entrances (located adjacent to 4<sup>th</sup> Street) to the apartment buildings. In addition, at the secure interior doors, the developer agrees that call boxes, if used, shall be mounted and measured at the lowest given height under the ADA with hands-free remote capability. The entrances to the lobbies of the residential elevators from the parking garages (if there are lobbies) will have automatic door openers.

**Salvage and Recycling of Building Materials**

75. The developer agrees to develop and implement a plan for the salvage and recycling of building elements and materials from the existing building(s) proposed to be demolished. The developer agrees to contact 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. Provisions for such salvage shall be incorporated into the plan. The developer agrees to pay for such salvage using a recycling firm or other licensed contractor. The developer agrees to obtain the County Manager's approval of the plan prior to the issuance of a Clearing, Grading and Demolition Permit for the existing building.

**Public Park Improvements**

**76. Design of Public Park**

The developer agrees, at its own expense, to design the Public Park and coordinate with the Department of Parks, Recreation and Cultural Resources (DPRCR) to further refine the park design and various park elements in accordance with design standards and procedures generally applicable to parks in Arlington County, VA. The Public Park shall be designed for public park use including passive public recreation and public playground. The Public Park shall be subject to the current rules and regulations applicable to public parks within Arlington County, Virginia, as may hereafter be amended.

The developer agrees to submit to the Zoning Administrator and obtain approval from the County Manager for a final park design and detailed landscape plan for the entire Public Park prior to the issuance of the Demolition Permit for Building B in Village 1 as designated in drawings dated March 30, 2007, and revised drawings dated May 30, 2007, and approved by the County Board and made part of the public record on June 9, 2007. The final design and landscape plan for the Public Park shall be consistent with the park concept plan shown in the drawings dated March 30, 2007, and revised drawings dated May 30, 2007, and reviewed and approved by the County Board and made part of the public record on June 9, 2007. The developer agrees to present the final park design and park landscape plan to the Buckingham Community Civic Association, the Buckingham-Gates Tenants Association, and the Park and Recreation Commission for review and comment prior to County Manager approval. The final park design, park landscape plan, including all types of passive recreational amenities and site elements in the landscape plan, together with a cost estimate for construction of the park as designed, shall be subject to the prior written approval by the County Manager to ensure that the improvements are consistent with design and safety standards approved by DPRCR. The developer agrees to include changes or revisions that the County Manager may request to the final park, which are consistent with the approved site plan drawings dated March 30, 2007, and revised drawings dated May 30, 2007. The final park design and landscape plan for the Public Park shall include the same level of detail outlined and required in Conditions #15 and 16 above. In addition, the developer agrees to include the following information at the time of the final park design submission:

- a. A cost estimate to construct the park as shown on the final park landscape plan;
- b. An annual maintenance plan, including the estimated cost of maintaining the park for one year, subject to approval by the County Manager;
- c. A life cycle and replacement plan for proposed park features and equipment, including estimated annual funding contributions to an escrow account that would be necessary to pay for major equipment replacement or park renovations in the future, to ensure that the park remains in good repair, which plan shall be subject to approval by the County Manager;
- d. Details of the park amenities and structures, including, but not limited to, tot and elementary-aged play equipment, engineered or rubberized play surfaces, pergolas, gazebos, kiosks, pavilions, sculptures, public art or focal features, trees and landscaping, details of site furnishings including, but not limited to, benches, tables, chairs, trash receptacles, light posts and fixtures, bollards, drinking fountains, flagpoles, bicycle racks;
- e. The final sidewalk pattern and design of pathways located internal to the Public Park, and the final selection of materials and colors to be used, subject to the approval of the County Manager as consistent with County standards for such materials and colors.

**Construction of the Public Park**

The developer agrees, at its own cost and expense, to develop construction drawings and specifications, that implement the approved design, to be used in the bidding process. Prior to the commencement of the bidding process, the developer agrees to submit to the County completed bid documents and related final cost estimate (for construction of the park shown on those documents) and a bidders list for review and comment. The County shall have thirty (30) days for review and comment. The developer agrees to obtain the County Manager's approval of the documents and the improvements shown thereon and the bidders list before putting the documents out for bid. If the estimate or bid provided by the developer for such work is deemed acceptable by the County, then the developer agrees to construct the park improvements at the County's expense; however, the County may opt to construct said improvements itself if the estimate or the bid provided by the developer for such work is deemed not acceptable by the County Manager in his discretion. Construction of the Public Park and its improvements will be competitively bid by the developer. The developer agrees to obtain bids from a minimum of three (3) contractors that are deemed acceptable by the County. Once the bids are received, the developer agrees to give the County notice of the specifics of such bids and to allow the County thirty (30) days to decide whether to proceed with the work as bid, or to perform or contract for the work on its own.

Within 30 days after the issuance of a notice to proceed with construction, the developer agrees to deliver to the County the Schedule of Values for the park construction project. During the construction process, the developer agrees to obtain County Manager approval in advance, for any requested change orders or substitutions to the original bid documents. Throughout the construction process, the developer agrees to submit monthly invoices for park construction work that has been completed and paid for by the developer to date, subject to a retainage of at least 5 percent. Upon submitting an invoice for reimbursement to the County, the developer agrees that the County shall have thirty (30) days in which to pay the invoice. If payment is not provided by the County within thirty (30) days, the developer shall provide notice to the County of the delinquency in payment. Upon receipt of the developer's notice of delinquency in payment, the County shall have fifteen (15) days to provide payment. If payment of the invoice is not provided by the County within the fifteen (15) days, the developer is under no obligation to continue construction of the park until payment is made by the County or the developer and the County come to an alternative resolution that is acceptable to both parties.

If the County determines that the developer shall construct the Public Park, then the developer agrees to implement the approved final park design and park landscape plan, including all types of passive recreational amenities and site elements in the landscape plan, for the Public Park and complete construction of the entire Public Park prior to the issuance of the first Certificate of Occupancy for tenant occupancy for Building B. Upon final completion of the construction and installation of the Public Park by the developer, acceptance of the Public Park and its recreational improvements is subject to the written approval by the County Manager, as being consistent with the final park plan, with all applicable laws and ordinances, and with all adopted county standards.

**Maintenance of the Public Park**

The developer agrees to be solely responsible for the inspection, maintenance, and repair of the Public Park and all its elements. All maintenance work shall be performed in accordance with manufacturer's recommendations, the Americans with Disabilities Act standards, standards and procedures set forth by DPRCR, and all successor

procedures generally applicable to public parks in Arlington County, Virginia, as may hereafter be enacted or amended.

At least six (6) months prior to the issuance of the first Certificate of Occupancy allowing tenant occupancy for Building B in Village 1 (as designated on drawings dated March 30, 2007, and revised drawings dated May 30, 2007, and approved by the County Board and made part of the public record on June 9, 2007), the developer agrees to take all reasonable steps to fulfill the application process for a license and/or contractual agreement with the County Board ("Agreement"), which Agreement shall be subject to approval by the County Board, for the developer to provide general maintenance services and to repair and replace equipment and furnishings in the Public Park in accordance to Department of Parks, Recreation and Cultural Resources maintenance and life cycle standards and with this condition. The developer agrees that the Agreement shall, among other things, identify the specific roles, responsibilities, insurance coverage requirements, liabilities, and terms and conditions related to the management, programming and maintenance of the Public Park and shall be acceptable in substance to the County Manager.

The developer further agrees that the Agreement with the County shall include the developer's obligation to post a Maintenance Bond or escrow account with the County equal to the cost, as determined by the County, of maintaining the park for one year. The developer agrees to submit the amount of the Maintenance Bond at the time of the submission of the final park landscape plan for the Public Park for County Manager approval. Should the developer or his representative fail to maintain the Public Park in strict accordance with County standards, then the Bond will be revoked and may be utilized by the County to pay for the necessary repairs and provide the necessary maintenance. The Agreement shall be terminable by the County, in its sole discretion, should the developer, or its successors, fail to maintain the park to the level required by DPRCR and this condition. The Agreement shall provide for notices of default and cure periods relative to termination.

The developer also agrees that the Agreement shall contain an obligation on the developer's part to create and maintain, through annual contributions, an escrow account for the sole purpose of assuring that there are adequate funds in the future to remove, replace or substantially renovate major recreational amenities or elements within the Public Park when they reach the end of their life cycle. The amount of the annual contributions by the developer shall be based on the estimate contained within the approved life cycle and replacement plan submitted as part of the final park design and park landscape plan and shall include an escalation clause to cover future cost increases. The developer, or its successor, shall provide the County with an annual statement showing the current account funds and what items were deducted from the account over the preceding year. The account status information shall be provided to DPRCR by April 15<sup>th</sup> of each year, starting with the year of completion of the park.

**Naming of the Public Park**

The developer agrees that the permanent name for the above-mentioned Public Park shall be designated in accordance with the Arlington County Policy for Naming and Renaming of County Facilities and Parks adopted on July 10, 1999 or the then-current Arlington County Park Naming Policy.