

A Regular Meeting of the County Board of Arlington County, Virginia, held in Room 307 of 2100 Clarendon Boulevard thereof on Saturday, December 10, 2011 at 8:34 a.m.

PRESENT: CHRISTOPHER ZIMMERMAN, Chairman
MARY HYNES, Vice Chairman
BARBARA A. FAVOLA, Member
JAY FISETTE, Member
J. WALTER TEJADA, Member

ALSO PRESENT: BARBARA M. DONNELLAN, County Manager
STEPHEN MacISAAC, County Attorney
HOPE L. HALLECK, Clerk

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PUBLIC COMMENT

Robert Atkins has observed APS teachers parking on their normal parking spaces on Election Day, not allowing priority parking for voters as they are required to do. He asked that they be reminded of Election Day parking procedures.

Jeannine Majde-Cottrell, Concord Mews Condominium representative, voiced the condominium's concerns regarding the installation of medians and sidewalk changes along Walter Reed Drive. It is their opinion that these changes present safety concerns to their residents and they propose solutions to address them.

Shelley Wade asked the County Board and the County Manager to commit to presenting library hour restorations options at the February meeting so that there is an opportunity to comment on them at the March budget meeting.

Ken Bass, president of the Arlington Soccer Association, urged the County Board to fund continued development of Long Bridge Park over the next few years, including an aquatic facility, indoor soccer space, a fourth soccer field, and a parking garage. He asked for the plans and funding to be included in the ten-year Capital Improvement Program (CIP) that is currently being developed.

Jim Hurysz inquired about the actual opening date of the new homelessness prevention and treatment facility, and asked that its opening be fast-tracked.

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ANALYSIS OF CONTINGENT ACCOUNTS

The Board received a Summary of Fiscal Year 2012 Contingent Accounts showing balances of \$1,000,000 in General and \$3,899,554 in Affordable Housing Investment Fund as of December 5, 2011.

CONSENT ITEMS (ITEMS 1-28) CITIZENS INTERESTED IN REMOVING AN ITEM FROM THE CONSENT AGENDA MUST SUBMIT A SPEAKER SLIP TO THE CLERK AT THE SATURDAY, DECEMBER 10, 2011, MEETING BEFORE 9 A.M. PUBLIC TESTIMONY ON REMOVED ITEMS WILL OCCUR AT THE RECESSED MEETING ON TUESDAY, DECEMBER 13, 2011, AT 6:30 P.M. (NO TESTIMONY TAKEN ON SATURDAY).

Mr. Zimmerman announced his declaration of personal interest pursuant to Section 2.2-3115.G in the proposed amendments to the County's retirement ordinance (Item #30). The amendment would provide an opportunity for Mr. Zimmerman, as a member of the County Board, to purchase retirement benefits. However, under the State and Local Government Conflicts of Interest Act, because he is member of a group

who are all affected by the approval of the amendment, he is able to participate in the discussions and votes concerning the amendment, and can do so fairly, objectively, and in the public interest.

Mr. Fisette announced his declaration of personal interest pursuant to Section 2.2-3115.G in the proposed amendments to the County's retirement ordinance (Item #30). The amendment would provide an opportunity for Mr. Fisette, as a member of the County Board, to purchase retirement benefits. However, under the State and Local Government Conflicts of Interest Act, because he is member of a group who are all affected by the approval of the amendment, he is able to participate in the discussions and votes concerning the amendment, and can do so fairly, objectively, and in the public interest.

A motion was made by MARY HYNES, Vice Chairman, seconded by J. WALTER TEJADA, Member to approve the County Manager's recommendation for all consent items except items #8, 13 and 21, which will be subject to full hearing at the December 13, 2011 County Board recessed meeting. The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: CHRISTOPHER ZIMMERMAN, Chairman – Aye, MARY HYNES, Vice Chairman - Aye, JAY FISETTE, Member - Aye, BARBARA A. FAVOLA, Member – Aye, J. WALTER TEJADA, Member – Aye.

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SITE PLANS/AMENDMENTS/REVIEW

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1. SP# 18 SITE PLAN AMENDMENT TO MODIFY CONDITION #21 REGARDING STREET TREES AND CHANGE THE APPROVED 4.1 PLAN SHEET L101; LOCATED AT 1812 N. MOORE ST. (RPC# 16-037-004).

On the consent agenda vote, after a duly advertised public hearing, the Board deferred consideration of the site plan amendment request to allow a modification of 4.1 plan sheet L101 to allow for the removal of street trees from the plan, to the January 21, 2012, County Board meeting.

[Board Report #1](#)

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2. SP# 72 SITE PLAN AMENDMENT FOR NEW CINGULAR WIRELESS PCS, LLC PUBLIC UTILITIES/TELECOMMUNICATIONS FACILITY LOCATED AT 4300 N. CARLIN SPRINGS ROAD (RPC# 20-012-360).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve a site plan amendment to SP #72 for a public utilities/telecommunications facility at 4300 N. Carlin Springs Road, subject to all previous conditions and the proposed conditions in this report applicable only to the building located at 4300 N. Carlin Springs Road, and with no further scheduled County Board review.

WHEREAS, an application for a Site Plan Amendment dated September 30, 2011, for Site Plan #72 was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] provided to the County Board for its December 10, 2011 meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to all previous and new or revised conditions; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on December 10, 2011, and finds, based on thorough consideration of the public testimony all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan as amended:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance;
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as requested by an application dated September 30, 2011, for Site Plan #72, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements on file in the office of Zoning Administration (which drawings are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment to allow an additional public utilities/telecommunication facility know as RPC# 20-012-360, at 4300 N. Carlin Springs Road, approval is granted and the parcel so described shall be used according to the Revised Site Plan Application, subject to the following conditions:

1. The applicant agrees that the telecommunications facility, consisting of twelve (12) new antennas and a related 11'-5" x 20' equipment shelter, will be constructed as shown on plans dated September 19, 2011 and approved by the County Board on December 10, 2011. The applicant agrees that any future installation of antennas or equipment cabinets shall be subject to review, and approval, by the Zoning Administrator.
2. The applicant shall identify a community liaison that shall be available to address any concerns regarding the facility operation. The name and telephone of the liaison shall be provided to the Buckingham Community and Bluemont Civic Associations and the Zoning Administrator.
3. The applicant agrees that any existing non-functioning antennas on the roof of the building shall be removed at the time of installation of the proposed new antennas. The applicant further agrees that, in the future, any AT&T antennas on the site shall be removed within ninety (90) days after cessation of use.
4. The applicant agrees that the proposed rooftop equipment shelter and related utility connection equipment shall match the exterior appearance and color of the existing building as shown on plans dated September 19, 2011 and approved by the County Board on December 10, 2011.

[Clerk's note: as set forth in the document entitled "Addendum-12-10-11-A- SP#72" attached for the public record to these minutes.]

[Board Report #2](#)

Addendum-12-10-11-A- SP#72

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3. **SP #105-8 SITE PLAN AMENDMENT TO MODIFY THE LANDSCAPE PLAN FOR THE PLAZA INCLUDING EXPANSION OF THE ICE RINK AND ASSOCIATED MODIFICATIONS TO THE LANDSCAPING AND ADDITION OF FREESTANDING RETAIL STRUCTURES IN THE PLAZA**

LOCATED AT 1101, 1201 AND 1301 SOUTH JOYCE STREET AND 900 ARMY NAVY DRIVE (RPC# 35-005-031).

On the consent agenda vote, after a duly advertised public hearing, the Board deferred consideration of the requested site plan amendment to the January 2012 regular County Board meeting.

[Board Report #3](#)

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- 4. SP #122 SITE PLAN AMENDMENT FOR ADDITION OF GROSS FLOOR AREA AND BUILDING HEIGHT TO ALLOW FOR ROOF DECK AT THE NOLAND BUILDING. MODIFICATIONS TO USE REGULATIONS INCLUDE BUILDING HEIGHT AND DENSITY, AND OTHER MODIFICATIONS AS NECESSARY TO ACHIEVE THE PROPOSED DEVELOPMENT PLAN; LOCATED AT LOCATED AT 1300 17TH ST. N. (RPC#17-003-032, -031).**

On the consent agenda vote, after a duly advertised public hearing, the Board deferred consideration of the site plan amendment for a roof deck to the January 21, 2012 County Board meeting.

[Board Report #4](#)

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- 5. SP# 207 BODY DYNAMICS, INC. FOR LOW VOLUME PHYSICAL THERAPY AND FITNESS IN THE C.O. 1.0 "COMMERCIAL OFFICE BUILDING, HOTEL AND APARTMENT DISTRICT". 5130 WILSON BOULEVARD (RPC: #13-029-001).**

BE IT ORDAINED that, pursuant to application SP #207 on file in the Office of the Zoning Administrator for renewal of the subject use permit to allow a medical office to occupy office space for the parcel of real property known as 5130 Wilson Boulevard (RPC: #13-029-001), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previously approved site plan conditions, including the 2002 approved conditions applicable to this use only, deletion of condition #3 (approved in 2002 and applicable to this use only), and with no further review by the County Board.

2002 CONDITIONS (applicable to this use only):

1. The applicant agrees to comply with the requirements of the Community Code Enforcement Office, the Health Department, and the Fire Marshal's Office, including the installation of a smoke detection system and the acquisition of the required assembly permit.
2. The applicant agrees to submit the name and telephone number of a neighborhood liaison to the Zoning Administrator and the president of the Bluemont Civic Association prior to the issuance of a certificate of occupancy.
3. ~~The applicant agrees that the hours of operation shall be limited to 7:30 a.m. to 8:30 p.m., Monday through Friday and 8:30 a.m. to 12:00 noon on Saturdays.~~

[Board Report # 5](#)

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6. SP# 401 SITE PLAN AMENDMENT FOR A COMPREHENSIVE SIGN PLAN FOR NORTH GLEBE OFFICE, LLC LOCATED AT 800 N. GLEBE ROAD (RPC# 14-053-062).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve the site plan amendment to Site Plan #401 for a comprehensive sign plan for 800 N. Glebe Road, subject to all previous conditions and to revised Condition #50.

WHEREAS, an application for a Site Plan Amendment dated September 16, 2011, for Site Plan #401 was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] provided to the County Board for its December 10, 2011 meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to all previous conditions and new or revised conditions; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on December 10, 2011, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan as amended:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the C-0-2.5 district as set forth in the Zoning Ordinance and modified as follows:
 - 34.B to permit wall signs which extend further than twelve (12) inches from the face of the building
 - 34.D.1 to permit a sign which projects further than forty-two (42) inches from the face of the building
 - 34.G.1 to permit retail/restaurant projecting signs which exceed three (3) square feet in area
 - 34.G.1 to permit more than one projecting sign per tenant
 - 34.E.11 to permit entrance and exit signs to parking areas which exceed three (3) square feet in area;
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as requested by an application dated September 16, 2011, for Site Plan #401, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements on file in the office of Arlington County (AC) Zoning Administration (which drawings are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment for a comprehensive sign plan for the parcel of real property know as RPC# 14-053-062 and 800 N. Glebe Road, approval is granted and the parcel so described shall be used according to Site Plan #401 as shown in the records of AC Zoning Administration as amended by the Site Plan Amendment Application, subject to all previous conditions, and one (1) revised condition as follows:

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.

The developer further agrees, in its fulfillment of Condition #64 below ("Retail Elements"), that the only types of signs that shall be permitted for Building B (900 N. Glebe Road) shall be consistent with the types of signs permitted by Section 34 of the Zoning Ordinance or the comprehensive sign plan approved by the County Board on January 22, 2011. Further, the developer agrees that the only types of signs that shall be permitted for Building A (800 N. Glebe Road) shall be consistent with the types of signs permitted by Section 34 of the Zoning Ordinance or the comprehensive sign plan approved by the County Board on December 10, 2011. Provided, however, that no sign for which a permit is required shall be placed on the site unless it is shown on the comprehensive sign plan.

The colors and materials of retail tenant signs shall harmonize with and complement the exterior materials and design of the individual retail storefronts so as to present a unified design approach for the individual retail unit. The design and construction of retail tenant signs shall express the elements of the character and individuality of the establishment, provided that any signage or architectural detail that differentiates each storefront shall not detract from the viability of other retail storefronts.

a. The developer agrees to the following conditions for Building B (900 N. Glebe Road) only:

i. a. The developer agrees that all signs for Building B shall be consistent with the comprehensive sign plan prepared by Bowman Consulting dated June 2010 and revised through December 23, 2010 and approved by the County Board on January 22, 2011. The developer further agrees that all signs for Building B shall be of the number, type, size, location, and structure shown on the comprehensive sign plan.

The developer agrees that the total sign area for Building B shall not exceed 300 square feet, with the maximum amount of retail tenant signage not to exceed 244 square feet. The developer further agrees to submit, to the Zoning Administrator with each sign permit application, a tabulation detailing the amount of permitted sign area consumed and remaining for Building B.

ii. b. The developer agrees that retail tenant signage for Building B is limited to three (3) signs per retail tenant, with the option of choosing among the types of retail tenant signs depicted in the comprehensive sign plan.

iii. c. The developer agrees that signage for the retail tenants in Building B shall be allocated as follows: sixty (60) square feet per retail tenant or an amount not to exceed the retail tenant's frontage on North Glebe Road and/or 9th Street North, whichever amount is greater. The developer further agrees that the amount of retail tenant signage for Building B shall not exceed 244 square feet in aggregate.

iv. d. The developer agrees that standard retail tenant signs shall be affixed to the building, or building elements (trellis or metal channel feature), with a vertical clearance of no less than fifteen-and-one-half (15.5) feet or greater than twenty-and-one-half (20.5) feet above the finished grade of the sidewalk.

v. e. The developer agrees that building mounted projecting signs shall be affixed to the building with a vertical clearance of no less than ten (10) feet from the finished grade of the sidewalk and extending no further than forty-two (42) inches from the face of the building. The developer further agrees that trellis mounted projecting signs shall be affixed to the trellis with a vertical clearance of no less than fifteen (15) feet from the finished grade of the sidewalk and extending no further than face of the trellis.

- vi. f. The developer agrees that, in the event that the entirety of the retail space in Building B is leased to a single retail tenant, such tenant shall be permitted to install no more than three (3) individual signs, according to the types described above, and in an area not to exceed 244 square feet in aggregate. The developer further agrees that in this situation that no single standard retail sign, as described above, shall exceed eighty (80) square feet.
- vii. g. The developer agrees that the proposed rooftop sign for Building B shall be limited to the location and same sign area as shown on the drawings prepared by Bowman Consulting dated June 2010 and Cooper Carry dated December 21, 2010 and approved by the County Board on March 12, 2011. The area of the rooftop sign for Building B shall not exceed 166 square feet.
 - i. h. The developer agrees that the Virginia Tech Research Institute rooftop sign on Building B shall not be illuminated between the hours of midnight and 6:00 a.m., seven (7) days a week.
 - ii. i. The developer agrees to install a rheostat or other appropriate variable resistor that will allow the applicant to adjust (decrease) the rooftop sign's lighting intensity. The applicant further agrees that if the County Manager finds that the intensity of the rooftop sign's lighting has an adverse effect on the surrounding area, the applicant will, within 24 hours notice from the County Manger, reduce the intensity of the lights to a level that, in the County Manager's reasonable judgment, will no longer have such an adverse effect.
- b. The developer agrees to the following conditions for Building A (800 N. Glebe Road) only:
 - i. The developer agrees that all project signs shall be consistent with the comprehensive sign plan dated November 11, 2011 and as in the chart that is part of this report and approved by the County Board on December 10, 2011. The developer further agrees that all signs for Building A (800 N. Glebe Road) shall be of the number, type, size, location, and structure shown on the comprehensive plan.[Clerk's note: as set forth in the document entitled "Addendum-12-10-11-B- SP#401" attached for the public record to these minutes.]
 - ii. The developer agrees that the total sign area for Building A (800 N. Glebe Road) shall not exceed 563 square feet. The developer further agrees to submit to the Zoning Administrator with each sign permit application a tabulation detailing the amount of permitted sign area consumed and remaining for 800 N. Glebe Road.
 - iii. The developer agrees that signage for the retail tenants in Building A (800 N. Glebe Road) shall be allocated as follows: sixty (60) square feet per retail tenant or an amount not to exceed the retail tenant's frontage on North Glebe Road, Wilson Boulevard and/or 9th Street North, whichever amount is greater. The signs shall be a combination of the retail signs depicted in the comprehensive sign plan.
 - iv. The developer agrees that retail tenant signage is limited to the number permitted by Section 34.G.1 of the Zoning Ordinance, except that no more than five (5) projecting signs are permitted for restaurant signage under the canopy structure at the corner of Wilson Boulevard and North Glebe Road. Each sign is limited to a maximum size of 8.5 square feet and shall project no further than

24" from the face of the building. The area shall be calculated as part of the maximum sign area for the retail unit to which the signs are attached.

[Board Report #6](#)

Addendum-12-10-11-B- SP#401

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7. PENZANCE

- A. Certification of Transferrable Development Rights to be considered for transfer from 2825 Wilson Boulevard ("Sending Site") to SP #418 - Penzance Clarendon Assemblage, LLC ("Receiving Site"), as described below, for the purpose of historic preservation. The Sending Site is approximately 40,656 square feet located on the block generally bounded by Franklin Road to the north, North Edgewood Street to the east, Wilson Boulevard to the south, and North Fillmore Street to the west. Proposed density to be certified is 69,464 square feet of commercial GFA (RPC# 15-065-001, 15-065-011, 15-065-012, 15-065-013, 15-065-016, 15-065-017).

- B. Certification of Transferrable Development Rights to be considered for transfer from 2901 Wilson Boulevard ("Sending Site") to SP #418 - Penzance Clarendon Assemblage, LLC ("Receiving Site"), as described below, for the purpose of historic preservation. The Sending Site is approximately 15,390 square feet located on the block generally bounded by Franklin Road to the north, North Fillmore Street to the east, Wilson Boulevard to the south, and North Garfield Street to the west. Proposed density to be certified is 74,747 square feet of commercial GFA (RPC# 15-066-019).

- C. Transfer of Development Rights from 2825 Wilson Boulevard ("Sending Site") 69,464 square feet of commercial GFA to SP #418 - Penzance Clarendon Assemblage, LLC ("Receiving Site") by site plan under Section 36.H.5.b of the Zoning Ordinance. The Sending Site is approximately 40,656 square feet located on the block generally bound by Franklin Road to the north, North Edgewood Street to the east, Wilson Boulevard to the south, and North Fillmore Street to the west (RPC# 15-065-001, 15-065-011, 15-065-012, 15-065-013, 15-065-016, 15-065-017). The Receiving Site is approximately 49,295 square feet located on the block generally bound by 11th Street North to the north, North Garfield Street to the east, Washington Boulevard to the south, and North Highland Street (RPC# 18-026-001, 18-026-002, 18-026-003, 18-026-004, 18-026-008, 18-026-009, 18-026-010), and North Garfield Street right of way.

- D. Transfer of Development Rights from 2901 Wilson Boulevard ("Sending Site") 74,747 square feet of commercial GFA to SP #418 - Penzance Clarendon Assemblage, LLC ("Receiving Site") by site plan under Section 36.H.5.b of the Zoning Ordinance. The Sending Site is approximately 15,390 square feet located on the block generally bound by Franklin Road to the north, North Fillmore Street to the east, Wilson Boulevard to the south, and North Garfield Street to the west (RPC# 15-066-019). The Receiving Site is approximately 49,295 square feet located on the block generally bound by 11th Street North to the north, North Garfield Street to the east, Washington Boulevard to the south, and North Highland Street (RPC# 18-026-001, 18-026-002, 18-026-003, 18-026-004, 18-026-008, 18-026-009, 18-026-010), and North Garfield Street right of way.

- E. SP# 418 SITE PLAN: Penzance Clarendon Assemblage, LLC, for the construction of a 306,492 square foot commercial building with 284,012 square feet of office space and 22,479 square feet of ground floor retail in the C-3 zoning district under Sections 27.D.2 and 36.H. The proposed density is 6.22 FAR. Modifications of zoning ordinance requirements include: parking ratio, penthouse height, bonus density for LEED silver certification and other modifications as necessary to achieve the proposed development plan (RPC# 18-026-001, 18-026-002, 18-026-003, 18-026-004, 18-026-008, 18-026-009, 18-026-010).

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Deferred consideration of a resolution to certify the transfer of development rights from 2825 Wilson Boulevard ("Sending Site") to SP #418 to the January 9, 2012, and January 21, 2012 meetings of the Planning Commission and County Board, respectively.
2. Deferred consideration of a resolution to certify the transfer of development rights from 2901 Wilson Boulevard ("Sending Site") to SP #418 to the January 9, 2012, and January 21, 2012 meetings of the Planning Commission and County Board, respectively.
3. Deferred consideration of a resolution to transfer 49,295 square feet of commercial GFA from 2825 Wilson Boulevard ("Sending Site") to SP #418 ("Receiving Site") to the January 9, 2012, and January 21, 2012 meetings of the Planning Commission and County Board, respectively.
4. Deferred consideration of a resolution to transfer 74,747 square feet of commercial GFA from 2901 Wilson Boulevard ("Sending Site") to SP #418 (Receiving Site") to the January 9, 2012, and January 21, 2012 meetings of the Planning Commission and County Board, respectively.
5. Deferred consideration of an ordinance to approve a site plan for the construction of a 306,492 square foot commercial building with 284,012 square feet of office space and 22,479 square feet of ground floor retail to the January 9, 2012, and January 21, 2012 meetings of the Planning Commission and County Board, respectively.

[Board Report # 7 A-E](#)

- F. An Ordinance to Vacate: 1) a Portion of an Easement for Public Street and Utility Purposes Running North from the Corner of the Intersection of Washington Boulevard and N. Garfield Street along the Eastern Boundary of Lot 12, Lot 11, Lot 10, Part Lot 8 and Part Lot 7, Moore's Addition to Clarendon, RPC No. 18-026-001; and 2) a Portion of an Easement for Public Street & Utility Purposes, located at the Northeastern Corner of the Intersection of N. Highland Street and Washington Boulevard, on Lot 5-A, Moore's Addition to Clarendon, RPC No. 18-026-009, both with Conditions.

On the consent agenda vote, after a duly advertised public hearing, the Board deferred consideration of the proposed enactment of an Ordinance to Vacate portions of two easements for public street and utility purposes until the January 21, 2012 County Board meeting.

[Board Report #7 F](#)

- G. Enactment of An Ordinance to Permit Encroachment of an Electric Vault in the Public Right of Way of N. Garfield Street at the Southwest Corner of the Intersection of N. Garfield Street and 11th Street North, along the Eastern Boundary of Part Lot 17, Part Lot 16 and Part Lot 15,

Moore’s Addition to Clarendon, RPC Nos. 18-026-003 and 18-026-008, with Conditions.

On the consent agenda vote, after a duly advertised public hearing, the Board deferred consideration of the proposed enactment of an Ordinance to Permit Encroachment of an electric vault in N. Garfield Street until the January 21, 2012 County Board Meeting.

[Board Report # 7 G](#)

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USE PERMITS REQUEST/REVIEWS/AMENDMENTS

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- 9. U-2032-75-1 USE PERMIT REVIEW ARLINGTON MONTESSORI HOUSE, INC. FOR A CHILD CARE CENTER; LOCATED AT 3809-3813 WASHINGTON BOULEVARD (RPC# 15-083-006, -007).**

On the consent agenda vote, after a duly advertised public hearing, the Board approved the following ordinance:

BE IT ORDAINED that, pursuant to application U-2032-75-1 on file in the Office of the Zoning Administrator for renewal of the subject use permit for the parcel of real property known as 3809-3813 Washington Boulevard (RPC# 15-083-006, -007), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previously approved conditions, with a County Board review in three (3) years (December, 2014).

[Board Report #9](#)

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- 10. U-3077-04-2 USE PERMIT REVIEW KLINE IMPORTS ARLINGTON, INC. FOR A TRANSITIONAL PARKING LOT; LOCATED AT 2039 N. KENMORE STREET (RPC# 06-034-026).**

On the consent agenda vote, after a duly advertised public hearing, the Board approved the following ordinance:

BE IT ORDAINED that, pursuant to application U-3077-04-2 on file in the Office of the Zoning Administrator for renewal of the subject use permit for the parcel of real property known as 2039 N. Kenmore Street (RPC# 06-034-026), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previously approved conditions with a County Board review in five (5) years (December 2016).

[Board Report #10](#)

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11. U-3186-07-1 USE PERMIT REVIEW FOR MARTIAL ARTS CLASSES FOR CHILDREN AT THE SHAOLIN-DO KUNG FU AND TAI CHI STUDIO LOCATED AT 4142 S. FOUR MILE RUN DRIVE (RPC# 28-001-006).

On the consent agenda vote, after a duly advertised public hearing, the Board approved the following ordinance:

BE IT ORDAINED that, pursuant to application U-3186-07-1 on file in the Office of the Zoning Administrator for renewal of the subject use permit for martial arts classes for children for the parcel of real property known as 4142 S. Four Mile Run Drive (RPC# 28-001-006), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previously approved conditions, with a County Board review in five (5) years (December 2016).

[Board Report #11](#)

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12. U-3187-07-1 USE PERMIT REVIEW FOR A FAMILY DAY CARE HOME FOR NINE (9) CHILDREN LOCATED AT 813 22ND STREET SOUTH. (LUISA A. COTTLE) (RPC# 36-026-013)

On the consent agenda vote, after a duly advertised public hearing, the Board approved the following ordinance:

BE IT ORDAINED that, pursuant to application U-3187-07-1 on file in the Office of the Zoning Administrator for renewal of the subject use permit for the parcel of real property known as 813 22nd Street South (RPC# 36-026-013) approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previously approved conditions with a County Board review in five (5) years (December 2016).

[Board Report #12](#)

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VACATIONS, EASEMENTS, RIGHTS OF WAY, ENCROACHMENTS & LEASES

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14. ENACTMENT OF AN ORDINANCE TO VACATE: 1) A PORTION OF A FIVE (5) FOOT SANITARY SEWER EASEMENT RUNNING FROM EAST TO WEST AND LOCATED ON PART OF LOT 32, CRESTDALE (RPC # 11-001-027); AND 2) A PORTION OF A FIVE (5) FOOT SANITARY SEWER EASEMENT AND AN ADDITIONAL TWO AND A HALF (2.5) FOOT SANITARY SEWER EASEMENT, EACH EASEMENT RUNNING FROM EAST TO WEST, AND LOCATED ON OUTLOT "A", BEING AN ABANDONED PORTION OF JOHN MARSHALL DRIVE, LOCATED AT THE SOUTHEAST CORNER OF JOHN MARSHALL DRIVE AND LEE HIGHWAY (RPC # 11-001-200), WITH CONDITIONS.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Enacted the attached Ordinance to Vacate: 1) a portion of a five (5) foot sanitary sewer easement running from east to west and located on Part of Lot 32, Crestdale (RPC # 11-001-027); and 2) a portion of a five (5) foot sanitary sewer easement and an additional two and a half (2.5) foot sanitary sewer easement, each easement running from east to west, and located on Outlot "A", being an abandoned portion of John Marshall Drive, located at the southeast corner of John Marshall Drive and Lee Highway (RPC # 11-001 -200), with conditions.
2. Authorized the Real Estate Bureau Chief, or his designee, to execute the Deed of Vacation and all related documents on behalf of the County Board, subject to approval of the Deed of Vacation, as to form, by the County Attorney.

ORDINANCE TO VACATE: 1) A PORTION OF A FIVE (5) FOOT SANITARY SEWER EASEMENT RUNNING FROM EAST TO WEST AND LOCATED ON PART OF LOT 32, CRESTDALE (RPC # 11-001-027); AND 2) A PORTION OF A FIVE (5) FOOT SANITARY SEWER EASEMENT AND AN ADDITIONAL TWO AND A HALF (2.5) FOOT SANITARY SEWER EASEMENT, EACH EASEMENT RUNNING FROM EAST TO WEST, AND LOCATED ON OUTLOT "A", BEING AN ABANDONED PORTION OF JOHN MARSHALL DRIVE, LOCATED AT THE SOUTHEAST CORNER OF JOHN MARSHALL DRIVE AND LEE HIGHWAY (RPC # 11-001 -200), WITH CONDITIONS.

BE IT ORDAINED that, pursuant to a request by Overlee Community Association, Inc. ("Applicant"), on file in the offices of the Department of Environmental Services, the following described easements: 1) a One Thousand and One Hundred and Seventy (1, 170) square foot portion of an existing five (5) foot public sanitary sewer easement running from east to west across Part of Lot 32, Crestdale; and 2) a One Hundred and Seventy-eight (178) square foot portion of an existing five (5) foot public sanitary easement and One Hundred and Seventy-Nine (179) square feet of an additional existing two and a half (2.5) foot public sanitary sewer easement on each side of the existing five (5) foot public sanitary easement, both running from east to west on Outlot A, an abandoned portion of John Marshall Drive, which are shown on the plat entitled "Preliminary Plat Showing Vacation of a Portion of a 5' and 10' Sanitary Sewer Easement and the Dedication of Various Easements for Public Utilities Purposes on Part of Lot 32, Crestdale (Rec'd Deed Book 799, Page 133) and Outlot "A", Being an Abandoned Portion of John Marshall Drive (Rec'd in Deed Book 2951, Page 2073) , Arlington County, Virginia", dated November 17, 2011, prepared by RC Fields, Jr. & Associates, attached to the County Manager's report dated November 21, 2011, as Exhibit "A", are hereby vacated, subject to the following conditions: [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-C- Crestdale Vacation" attached for the public record to these minutes.]

1. The Applicant shall prepare and submit, to the County, for review and approval, the Deed of Vacation, all plats and all required deed(s) of dedication, subject to the approval thereof as to substance by the County Manager, or her designee, and approval as to form by the County Attorney.
2. The Applicant shall dedicate to the County an easement for public utilities purposes. The easement for public utilities purposes shall be dedicated to expand the area of existing public storm and sanitary sewer easements. The final physical location, width, and dimensions of such easement interest shall be determined by, and are subject to, the approval of the Director of DES, or his designee, provided however that the location, width, and dimensions shall include the area within which existing County pipes and facilities are located. Such deed of easement is subject to the approval as to form, by the County Attorney. The Real Estate Bureau Chief, Department of Environmental Services, or his designee, is authorized to accept the easement on behalf of the County Board. Applicant shall record at Applicant's expense, the deed of easement in the Land Records of Arlington County, Virginia.
3. The Applicant shall record the Deed of Vacation, all plats, and all required deed(s) of dedication required by the conditions of this Ordinance of Vacation among the land records of the Circuit Court of Arlington County, Virginia.

4. The Deed of Vacation further shall provide that title to the existing eight (8) inch sanitary sewer facilities in the portion of the five (5) public sanitary sewer easement to be vacated on Outlot "A" shall, upon execution of the Deed on behalf of the County Board, become vested in the owner of Outlot "A", which owner shall be responsible for, inter alia, maintaining such facilities.
5. The Applicant shall pay all fees, including the fees for review, approval, and recording of all required documents associated with the Ordinance of Vacation.
6. The Deed of Vacation shall not be executed on behalf of the County Board until all the requirements of this Ordinance are satisfied.
7. All conditions of the Ordinance of Vacation shall be met by noon on December 10, 2014, or this Ordinance of Vacation shall become null and void without the necessity of any further action by the County Board.

[Board Report #14](#)

Addendum-12-10-11-C- Crestdale Vacation

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- 15. ENACTMENT OF AN ORDINANCE TO PERMIT ENCROACHMENT OF: 1) AN ELECTRIC VAULT IN A PORTION OF A PUBLIC SIDEWALK AND UTILITIES EASEMENT LOCATED NEAR THE NORTHERN BOUNDARY OF LOT 16, BLOCK 1, WHARTON'S ADDITION TO FORT MYER HEIGHTS (IN THE VICINITY OF THE NORTHEAST CORNER OF THE RESUBDIVIDED PARCEL "A", BLOCK 1, WHARTON'S ADDITION TO FORT MYER HEIGHTS), ALONG THE SOUTH SIDE OF WILSON BOULEVARD, RPC NO. 17-010-023; AND 2) A STORMWATER MANAGEMENT VAULT IN A PORTION OF A PUBLIC SIDEWALK AND UTILITIES EASEMENT LOCATED ON A PORTION OF THE SOUTHERN BOUNDARY OF PART OF LOT 11 AND LOT 13, BLOCK 1, WHARTON'S ADDITION TO FORT MYER HEIGHTS (IN THE VICINITY OF THE SOUTHWEST CORNER OF THE RESUBDIVIDED PARCEL "A", BLOCK 1, WHARTON'S ADDITION TO FORT MYER HEIGHTS), ALONG THE NORTH SIDE OF CLARENDON BOULEVARD, RPC NO. 17-010-009, WITH CONDITIONS.**

On the consent agenda vote, after a duly advertised public hearing, the Board enacted the ordinance to Permit Encroachment of: 1) an electric vault in a portion of a Public Sidewalk and Utilities Easement located near the northern boundary of Lot 16, Block 1, Wharton's Addition to Fort Myer Heights (In the vicinity of the northeast corner of the resubdivided Parcel "A", Block 1, Wharton's Addition to Fort Myer Heights), along the south side of Wilson Boulevard, RPC No. 17-010-023; and 2) an underground stormwater management vault in a portion of a Public Sidewalk and Utilities Easement located on a portion of the southern boundary of Part of Lot 11 and Lot 13, Block 1, Wharton's Addition to Fort Myer Heights (in the vicinity of the southwest corner of the resubdivided Parcel "A", Block 1, Wharton's Addition to Fort Myer Heights), along the north side of Clarendon Boulevard, RPC No. 17-010-009, with conditions.

ORDINANCE TO PERMIT ENCROACHMENT OF: 1) AN ELECTRIC VAULT IN A PORTION OF A PUBLIC SIDEWALK AND UTILITIES EASEMENT LOCATED NEAR THE NORTHERN BOUNDARY OF LOT 16, BLOCK 1, WHARTON'S ADDITION TO FORT MYER HEIGHTS (IN THE VICINITY OF THE NORTHEAST CORNER OF THE RESUBDIVIDED PARCEL "A", BLOCK 1, WHARTON'S ADDITION TO FORT MYER HEIGHTS), ALONG THE SOUTH SIDE OF WILSON BOULEVARD, RPC NO. 17-010-023; AND 2) A STORMWATER MANAGEMENT VAULT IN A PORTION OF A PUBLIC SIDEWALK AND UTILITIES EASEMENT LOCATED ON A PORTION OF THE SOUTHERN BOUNDARY OF PART OF LOT 11 AND LOT 13, BLOCK 1, WHARTON'S ADDITION TO FORT MYER HEIGHTS (IN THE VICINITY OF THE SOUTHWEST CORNER OF THE RESUBDIVIDED PARCEL "A", BLOCK 1, WHARTON'S ADDITION TO FORT

MYER HEIGHTS), ALONG THE NORTH SIDE OF CLARENDON BOULEVARD, RPC NO. 17-010-009, WITH CONDITIONS.

BE IT ORDAINED by the County Board of Arlington County, Virginia, that 1776 Wilson, LLC c/o Skanska USA Commercial Development, Inc., its successors and assigns (jointly, "Owner/Applicant"), as Owner/Applicant of property known as 1776 Wilson Boulevard (1716 and 1720 Wilson Boulevard and 1711 Clarendon Boulevard), Arlington Virginia, also known as Parcel "A", Block 1, Wharton's Addition to Fort Myer Heights, RPC #s 17010030, 17010023, 17010022, 17010008 and 1701009 ("Property"), and developer of the project known as Site Plan #409 ("Site Plan"), are permitted to construct, operate and maintain an underground electric vault, and an underground stormwater management vault (jointly, "Encroachments"), within portions of an Easement for Public Sidewalk and Utilities Purposes ("Easement"), such portion located in the vicinity of the northeast corner and the south west corner, respectively, of the Property, with conditions as stated herein. The dimensions (length and width) and spatial location of the permitted Encroachments are depicted on Exhibit A attached to the County Manager's Report dated November 17, 2011, entitled "Plat Showing Encroachment Areas Within Easements for Public Sidewalk and Utilities Purposes on Parcel "A", Block 1, Wharton's Additions to Fort Myer Heights, Deed Book ____, Page____, Arlington County, Virginia", dated November 3, 2011, prepared by Bowman Consulting Group, Ltd., attached hereto as Exhibit A ("Plat"). [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-D- 1776 Encroachment" attached for the public record to these minutes.]

BE IT FURTHER ORDAINED that these permissions shall be a license only, and shall continue until such time as: a) the Site Plan is no longer in effect or is amended; or b) the County requests, in writing to the Owner/Applicant, that the Encroachments be removed. Nothing herein shall be construed to either allow the installation of any above ground structure or any structure other than the Encroachments within the area as shown on the Plat; or to allow any greater encroachments beyond the area shown on the Plat;

BE IT FURTHER ORDAINED that the Owner/Applicant shall continuously and promptly maintain, including snow and ice removal, the area of the Encroachments, including all maintenance, restoration, repair and replacement of all facilities, within and adjacent to the areas of the Encroachments;

BE IT FURTHER ORDAINED that this permission shall not release the Owner/Applicant of negligence on their part on account of such encroachments. The Owner/Applicant, by availing themselves of the permissions authorized by this Ordinance and by continuing to have the electric vault and the stormwater management vault encroach within the Easement, thereby agrees for themselves, their successors and assigns, to the provisions of this Ordinance and agree to indemnify and hold harmless the County Board of Arlington County, Virginia and County officials, officers, employees, and agents from all claims, negligence, damages, costs and expenses arising out of the permission for the electric vault and the stormwater management vault to encroach within the Easement.

BE IT FURTHER ORDAINED that the County may record, or cause to be recorded, in the land records of the Arlington County Circuit Court, a certified copy of the Ordinance and the Plat.

[Board Report #15](#)

Addendum-12-10-11-D- 1776 Encroachment

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- 16. APPROVAL OF A DEED OF LEASE BETWEEN CULPEPPER GARDEN I, INCORPORATED, LANDLORD, AND THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, TENANT, CONCERNING A PORTION OF A BUILDING AT CULPEPPER GARDEN, 4435 N. PERSHING DRIVE, ARLINGTON, VIRGINIA (RPC NO. 20-024-238)**

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Approved the attached Deed of Lease between Culpepper Garden I, Incorporated, Landlord, and The County Board of Arlington County, Virginia, Tenant, concerning a Portion of a Building at Culpepper Garden, 4435 N. Pershing Drive, Arlington, Virginia (RPC No. 20-024-238). [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-E- Culpepper Lease" attached for the public record to these minutes.]
2. Authorized the Real Estate Bureau Chief or his designee, to execute, on behalf of the County Board, the Deed of Lease, subject to approval as to form by the County Attorney.

[Board Report #16](#)

Addendum-12-10-11-E- Culpepper Lease

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ORDINANCES, PLANS AND POLICIES

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- 17. Z-2550-10-1 REZONING FROM "R-6" ONE FAMILY DWELLING DISTRICTS TO "S-3A" SPECIAL DISTRICTS; FOR LYON PARK LOCATED AT 414 AND 420 N. FILLMORE ST. (RPC #18-050-001).**

On the consent agenda vote, after a duly advertised public hearing, the Board deferred the requested rezoning to the January 9, 2012, Planning Commission and January 21, 2012, County Board meetings.

[Board Report #17](#)

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- 18. ZOA-11-03 AMENDMENTS TO THE ARLINGTON COUNTY ZONING ORDINANCE FOR THE CRYSTAL CITY METRO STATION AREA, TO: A. ADOPT A NEW SECTION 25C. "C-O CRYSTAL CITY" COMMERCIAL OFFICE BUILDING, RETAIL, HOTEL, AND MULTIPLE-FAMILY DWELLING DISTRICTS TO CODIFY PERMITTED USES, USE LIMITATIONS, SPECIAL EXCEPTIONS, AND OTHER REGULATIONS GOVERNING LAND USE FOR PROPERTIES LOCATED IN THE "CRYSTAL CITY COORDINATED REDEVELOPMENT DISTRICT" IDENTIFIED ON THE GENERAL LAND USE PLAN. B. AMEND SECTIONS 1, 2, 25B, AND 36 TO INCLUDE NEW DEFINITIONS RELATED TO SECTION 25C, UPDATE THE LIST OF DISTRICTS IN THE COUNTY, AND CLARIFY THAT PROVISIONS OF SECTION 36.H.7 SHALL NOT APPLY TO THE "C-O ROSSLYN" AND "C-O CRYSTAL CITY" DISTRICTS.**

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Adopt the attached ordinance to amend the Arlington County Zoning Ordinance to adopt a new Section 25C and to amend, reenact, and recodify provisions in Sections 1, 2, 25B, and 36 in order to ensure consistency with the policies set forth in the 2010 Crystal City Sector Plan for the Crystal City Metro Station area.

2. Adopt the attached resolution (Attachment 1) to affirm Arlington County’s new policy direction for block-level planning in Crystal City through the application of Crystal City Block Plans, instead of Phased-Development Site Plans as recommended in the Crystal City Sector Plan.

[Clerk’s note: as set forth in the document entitled “Addendum-12-10-11-F- Crystal City” attached for the public record to these minutes.]

[Board Report #18](#)

Addendum-12-10-11-F- Crystal City

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CAPITAL PROJECTS

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19. APPROVAL OF THE AWARD OF CONTRACT 611-12 TO KELLER BROTHERS, INC. FOR THE CONSTRUCTION OF ADDITIONS AT THE FIRE TRAINING ACADEMY, 2800 S. TAYLOR ST.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Approved the award of Contract 611-12 between the Arlington County Board and Keller Brothers, Inc. for the construction of additions to the Fire Training Academy, 2800 S. Taylor St. for an amount not to exceed \$3,743,686.00 plus a contingency of \$561,554.00 for a total authorization of \$4,305,240.00.
2. Authorized the Purchasing Agent to execute the Contact, subject to legal review by the County Attorney.

[Board Report #19](#)

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20. APPROVAL OF AN AWARD TO THE MATTHEWS GROUP, UNDER THE TERMS OF JOB ORDER CONTRACT 424-10-3, TO REPLACE THE ARLINGTON COUNTY DETENTION CENTER HOUSING UNIT’S WORK STATIONS.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Approved the award for the replacement of the Housing Unit’s work stations in the Arlington County Detention Center, 1425 N Courthouse Road, to the Matthews Group under the terms of Job Order Contract 424-10-3 for an amount not to exceed \$445,000.00 and a contingency of \$45,000.00 for a total authorization of \$490,000.00.
2. Authorized the Purchasing Agent to issue the award under the terms of Contract 424-10-3.

[Board Report #20](#)

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22. APPROVAL OF A STANDARD PROJECT ADMINISTRATION AGREEMENT BETWEEN THE COUNTY BOARD OF ARLINGTON COUNTY, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF SAFETY IMPROVEMENTS AT THE INTERSECTION OF ARLINGTON BOULEVARD AND MANCHESTER STREET.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Approve the attached Standard Project Administration Agreement between the County Board of Arlington County, Virginia and the Commonwealth of Virginia, Department of Transportation ("VDOT") for the design and construction of curb, gutter, sidewalk and traffic signal improvements at the intersection of Arlington Boulevard and Manchester Street ("Agreement"). [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-G- VDOT Agreement" attached for the public record to these minutes.]
2. Authorize the County Manager, on behalf of the County Board, to execute the Agreement, and all related documents necessary to implement the Agreement, subject to approval of the Agreement and documents as to form by the County Attorney.

[Board Report #22](#)

Addendum-12-10-11-G- VDOT Agreement

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APPROPRIATIONS, GRANT APPLICATIONS & OTHER CONTRACTS

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23. AUTHORIZATION TO PROCURE ADDITIONAL SERVICES AND INCREASE THE CONTRACT AMOUNT UNDER ARLINGTON COUNTY CONTRACT 558-12 WITH CH2M HILL FOR THE CONTINUATION OF THE STORM SEWER CAPACITY ANALYSIS AND RELATED STORMWATER MANAGEMENT PLANNING SERVICES.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Approve additional services and an increase of \$440,000 to Arlington County Contract 558-12 with CH2M Hill for continuation of the storm sewer capacity analysis and related stormwater management planning services for a total contract authorization of \$2,140,000.
2. Authorize the Purchasing Agent to execute an Amendment to Contract No. 558-12, subject to review and approval of such document by the County Attorney.

[Board Report #23](#)

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24. APPROVAL OF TWO PROJECT ADMINISTRATION AGREEMENT AMENDMENTS BETWEEN THE COUNTY BOARD AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION (VDOT) FOR USE OF FY 2012 TRANSPORTATION ENHANCEMENT (TE) FUNDS.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Approved the attached Appendix A - Agreement Amendment No. 1 to the Standard Project Administration Agreement, dated May, 15 2007, between the County Board and the Commonwealth of Virginia, Department of Transportation (VDOT) for use of FY 2012 Transportation Enhancement (TE) Funds in the amount of \$390,000 for improvements to the Arlington Blvd Trail (UPC #70317); authorize the County Manager to execute the amended Agreement and other related documents on behalf of the County Board and to accept any funds awarded to the County subject to approval of such Agreement and documents as to form by the County Attorney. [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-H- Arlington Boulevard Trail Agreement" attached for the public record to these minutes.]

2. Approved the attached Appendix A - Agreement Amendment No. 1 to the Standard Project Administration Agreement, dated March, 31 2011, between the County Board and the Commonwealth of Virginia, Department of Transportation (VDOT) for use of FY 2012 Transportation Enhancement (TE) Funds in the amount of \$212,000 for reconstruction of the Route 110 Trail (UPC #97836); authorize the County Manager to execute the amended Agreement and other related documents on behalf of the County Board and to accept any funds awarded to the County subject to approval of such Agreement and documents as to form by the County Attorney. [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-I- Route 110 Trail Agreement" attached for the public record to these minutes.]

[Board Report #24](#)

Addendum-12-10-11-H- Arlington Boulevard Trail Agreement

Addendum-12-10-11-I- Route 110 Trail Agreement

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25. THIS ITEM HAS BEEN REMOVED.

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REQUESTS TO ADVERTISE

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26. **REQUEST TO ADVERTISE PUBLIC HEARINGS BY THE PLANNING COMMISSION AND THE COUNTY BOARD ON A GENERAL LAND USE PLAN AMENDMENT FROM "LOW-MEDIUM" RESIDENTIAL (16-36 UNITS/ACRE) TO "LOW" OFFICE-APARTMENT-HOTEL (UP TO 1.5 FAR OFFICE; UP TO 72 UNITS/ACRE RESIDENTIAL; UP TO 110 UNITS/ACRE HOTEL) FOR THE PROPERTY KNOWN AS 1700 LEE HIGHWAY WHICH ENCOMPASSES THE PORTION OF THE BLOCK BOUNDED BY LEE HIGHWAY TO THE NORTH AND NORTH QUINN STREET TO THE EAST AND REACHING HALFWAY ACROSS THE BLOCK WEST TOWARDS NORTH SCOTT STREET AND PARTWAY ACROSS THE BLOCK SOUTH TOWARDS THE ADJACENT RESIDENTIAL BUILDINGS.**

On the consent agenda vote, after a duly advertised public hearing, the Board authorized the advertisement of public hearings to consider amending the General Land Use Plan for the property known as 1700 Lee Highway which encompasses the portion of the block bounded by Lee Highway to the north and North Quinn Street to the east and reaching halfway across the block west towards North Scott Street and partway across the block south towards the adjacent residential buildings from "Low-Medium" Residential (16-36 units/acre) to either "Low" Office-Apartment-Hotel (up to 1.5 FAR office; up to 72 units/acre residential; up to 110 units/acre hotel) or "Medium" Residential (37-72 units/ acre) to a date concurrent with future public hearings by the Planning Commission and County Board for an appropriate associated site plan application. (see attached map). [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-J- GLUP Amendment" attached for the public record to these minutes.]

[Board Report #26-Revised Report](#)

Addendum-12-10-11-J- GLUP Amendment

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OTHER

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27. APPROVAL OF A STANDARD FORM EXHIBITION AGREEMENT FOR USE BY COUNTY STAFF, AND DELEGATION OF AUTHORITY TO THE COUNTY MANAGER OR HER DESIGNEE TO EXECUTE CERTAIN EXHIBITION AGREEMENTS ON BEHALF OF THE COUNTY BOARD.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Approved the Standard Form Exhibition Agreement for use by County staff in hosting exhibitions at County-owned or County-leased venues. [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-K- Standard Form Exhibition Agreement" attached for the public record to these minutes.]
2. Authorized the County Manager or her designee to execute exhibition agreements on behalf of the County Board, so long as each such exhibition agreement is (a) based on the Board-approved standard form Exhibition Agreement, (b) not executed until each such agreement is approved by the County Attorney, and (c) within the following parameters:
 - i. the exhibition addressed by such agreement is limited to County-owned or County-leased venues and does not relate to an exhibition at any another venue or location;
 - ii. the payment paid by the County to the owner or owners of the thing or things exhibited does not exceed Twenty-Five Thousand Dollars (\$25,000.00) per exhibition;
 - iii. the monies expended by the County for installation-related costs do not exceed Five Thousand Dollars (\$5,000.00) for the exhibition;
 - iv. the duration of the exhibition will not exceed ninety (90) days;

Following a duly advertised public hearing at which there were speakers, a motion was made by CHRISTOPHER ZIMMERMAN, Chairman, seconded by MARY HYNES, Vice Chairman to adopt the attached ordinance to amend, reenact, and recodify the Arlington County Zoning Ordinance, Sections 20 (Appendix A) and 34 to permit temporary sidewalk signs, to permit up to four square feet of commercial messages on umbrellas within permitted outdoor cafes, and to permit coordinated parking signs on facilities that provide public parking during defined hours. The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye. [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-L- Sign Ordinance" attached for the public record to these minutes.]

[Board Report #29](#)

[Board Report #29-Supplemental Report](#)

Addendum-12-10-11-L- Sign Ordinance

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30. AMENDMENTS TO CHAPTERS 21, 35 AND 46 OF THE ARLINGTON COUNTY CODE.

Following a duly advertised public hearing at which there were speakers, a motion was made by MARY HYNES, Vice Chairman, seconded by BARBARA A. FAVOLA, Member to defer consideration of the proposed amendments to Chapter 21, 35 and 46 (Retirement System) of the Arlington County Code to the January 21, 2012 meeting. The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye.

[Board Report #30](#)

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31. SP #231 SITE PLAN AMENDMENT FOR LIVE ENTERTAINMENT AND ELECTRONIC SIGNS (TELEVISIONS IN WINDOW) FOR VELOCITY 5, LOCATED AT 2300B CLARENDON BLVD. (RPC #18-005-041).

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by BARBARA A. FAVOLA, Member to adopt the ordinance approving a site plan amendment for live entertainment, subject to the conditions of the ordinance, with a County Board review in one (1) year (December 2012) and to defer the request for electronic signs to the January 21, 2012 County Board meeting. The motion was amended by MARY HYNES, Vice Chairman, seconded by BARBARA A. FAVOLA, Member to remove condition "60. i." from the site plan amendment [Clerk's note: text to be deleted shown in strikethrough below]. The amended motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye.

WHEREAS, an application for a Site Plan Amendment dated October 14, 2011 for SP #231, was filed with the Office of the Zoning Administrator: and

WHEREAS, as indicated in Staff Report provided to the County Board for its December 10, 2011 meeting, and through comments made at the public hearing before the County Board, the County

Manager recommends that the County Board approve the Site Plan Amendment subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on December 10, 2011 and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan, as amended:

- Substantially complies with the character of the General Land Use Plan, and with the uses permitted and use regulations of the RA8-18 Districts as set forth in the Zoning Ordinance and modified as follows:
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated October 14, 2011 for SP #231, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition 1 of the site plan (which drawings, etc. are hereafter collectively referred to as "Revised Site Plan Application"), for a site plan amendment for live entertainment for the parcel of real property known as RPC# 18-005-041 and 2300B Clarendon Boulevard, approval is granted and the parcels so described shall be used according to all prior approvals and as amended by the Revised Site Plan Application to the extent it requests live entertainment, subject to all previously approved conditions and the new conditions which apply solely to the request for a restaurant with live entertainment:

Conditions:

60. The applicant agrees that live entertainment at 2300B Clarendon Boulevard shall be permitted only as approved by the County Board. The applicant agrees live entertainment shall be permitted only between the hours of 4 p.m. to 12 a.m., Sunday through Thursday, and 11 a.m. to 1:30 a.m., Friday and Saturday.
 - a. The applicant agrees there shall be no dancing until a Dance Hall Permit has been obtained.
 - b. Live entertainment must take place only within the building. The windows and doors to the outside shall remain closed during the times of live entertainment, and the applicant shall comply with the Arlington County Noise Ordinance. No live entertainment shall be broadcast over loudspeakers outside of the building, and under no circumstances shall live entertainment be permitted outside of the building.
 - c. The applicant agrees that all requirements of County and State Ordinances, the Environmental Health Bureau, the Fire Marshal, the Police Department and the Alcohol Beverage Control Board shall be met.
 - d. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to the live entertainment and an onsite liaison that shall be available during the hours of the business operation to receive and respond to community concerns regarding the live entertainment. The name and telephone number shall be submitted to the Zoning Administrator and a copy sent to the Clarendon-Courthouse Civic Association and the Lyon Village Citizens Association.
 - e. The applicant agrees that the site plan amendment for live entertainment shall be reviewed by the County Board upon any change of tenancy of the subject space currently occupied by Velocity 5.
 - f. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or DJ's. The on-site security may consist of "in-house" staff, so long as that staff is dedicated to security only.
 - g. The applicant agrees to post signs inside the restaurant door telling patrons that free parking is available in the Courthouse Plaza garage after 5 p.m., to respect the peace of residential neighborhoods, and to please avoid parking in the residential neighborhood where possible.

- h. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area.
- ~~i. The applicant agrees to participate in the established neighborhood advisory group consisting of representatives of several of the live entertainment establishments in the Clarendon Courthouse area, the Clarendon Alliance, the Clarendon Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Citizens Association, and representatives of various County staff, including Police, Code Enforcement, and Planning. The advisory group meets quarterly to work through issues associated with live entertainment issues.~~
- j. The applicant agrees that any outdoor radio in the outdoor dining area shall be turned off at 10 p.m. nightly

[Board Report #31](#)

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32. [COMPREHENSIVE PLAN ITEMS](#)

- A. [Five-Year Review of Arlington County's Comprehensive Plan, including the General Land Use Plan, the Master Transportation Plan, the Storm Water Master Plan, the Water Distribution System Master Plan, the Sanitary Sewer Collection System Master Plan, the Recycling Program Implementation Plan and Map, the Chesapeake Bay Preservation Ordinance and Plan, the Public Spaces Master Plan and the Historic Preservation Master Plan.](#)

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by J. WALTER TEJADA, Member to approve the Five-Year Review of Arlington County's Comprehensive Plan set forth in the attached document and forwarded by the Planning Commission, endorse the proposed planning initiatives for the next five (5) years outlined in said document, and direct the Planning Commission to continue to review the Comprehensive Plan on an ongoing basis during the five (5)-year cycle. The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye. [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-M- 5-Year Review of Comprehensive Plan" attached for the public record to these minutes.]

[Board Report #32.A.](#)

Addendum-12-10-11-M- 5-Year Review of Comprehensive Plan

- B. [Reprinting of the General Land Use Plan \(GLUP\), including booklet and map, to incorporate revisions that have occurred since the last printing in 2004 as well as organizational and editorial changes.](#)

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by MARY HYNES, Vice Chairman to approve the reprinting of the General Land Use Plan (GLUP), including booklet and map, to incorporate revisions that have occurred since the last printing in 2004 as well as organizational and editorial changes. The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye. [Clerk's note: as set forth in the document entitled "Addendum-12-10-11-N- GLUP Draft" attached for the public record to these minutes.]

[Board Report #32.B.](#)

Addendum-12-10-11-N- GLUP Draft

- C. [Adoption of a Resolution certifying that the General Land Use Plan, an element of the Comprehensive Plan of Arlington County, accommodates growth in a manner consistent with the requirements of Virginia Code §15.2-2223.1 requiring Urban Development Areas..](#)

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by BARBARA A. FAVOLA, Member to adopt the attached resolution to certify that the General Land Use Plan incorporates areas that meet the requirements of Urban Development Areas pursuant to Virginia Code §15.2-2223.1. The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye. [Clerk’s note: as set forth in the document entitled “Addendum-12-10-11-N- GLUP Draft” attached for the public record to these minutes.]

**RESOLUTION TO CERTIFY COMPLIANCE WITH
URBAN DEVELOPMENT AREA REQUIREMENTS**

WHEREAS, on July 1, 2007, Section 15.2-2223.1 of the Virginia Code became effective. It requires any County that has adopted zoning pursuant to Article 7 (§15.2-2280) of Chapter 22 of Title 15.2 of the Code of Virginia and that has a population of at least 20,000 and population growth as defined in the Virginia Code of at least 5%, to amend its comprehensive plan to incorporate one or more urban development areas or to adopt a resolution certifying that its plan accommodates growth in a manner consistent with §15.2-2223.1; and

WHEREAS, the latest decennial census (2010) reported population of Arlington County was 207,627, and the 2000-2010 growth rate was 9.6%; and

WHEREAS, Virginia Code §15.2-2223.1 requires that the County’s Comprehensive Plan shall further incorporate principles of new urbanism and traditional neighborhood development, which may include but need not be limited to (i) pedestrian-friendly road design, (ii) interconnection of new local streets with existing local streets and roads, (iii) connectivity of road and pedestrian networks, (iv) preservation of natural areas, (v) satisfaction of requirements for stormwater management, (vi) mixed-use neighborhoods, including mixed housing types, (vii) reduction of front and side yard building setbacks, and (viii) reduction of subdivision street widths and turning radii at subdivision street intersections; and

WHEREAS, Urban Development Areas are required to be sufficient to meet projected residential and commercial growth in the locality for an ensuing period of at least 10 but not more than 20 years; and

WHEREAS, based on an analysis of potential development that can be sustained under the guidelines of the County’s General Land Use Plan (as of May 2010), existing development interest, development characteristics of projects currently under construction, and characteristics of projects approved by the Arlington County Board, the Arlington County Planning Division, as part of the Metropolitan Washington Council of Governments forecasting process, forecasts Arlington County’s population to be 235,500 in 2020 and 247,300 in 2030; and

WHEREAS, the County’s comprehensive plan is required to describe any financial and other incentives for development in the urban development areas; and

WHEREAS, the County Board finds that the General Land Use Plan, an element of the Comprehensive Plan of Arlington County, establishes that areas of Arlington County, which are generally described as the Rosslyn-Ballston, Jefferson Davis and Columbia Pike corridors, and the Lee Highway/Cherrydale Revitalization District, Shirlington Planned Development Site Plan, Nauck Village

Center and East Falls Church Neighborhood Center District, but not those areas planned for "Public", "Semi-Public" and "Government and Community Facilities" uses, the subset of the areas planned for "Low" Residential (1-10 units per acre) uses that are classified in zoning districts other than "R-5", and the subset of the areas planned for "Service Commercial" uses that are zoned "C-1-R" or "C-1-O", are appropriate for reasonably compact development at a higher density as provided in §15.2-2223.1 of the Code of Virginia due to proximity of transportation facilities, the availability of a public water and sewer system and proximity to other developed areas; and

WHEREAS, the County Board finds that the County's General Land Use Plan, together with its Zoning Ordinance incorporates principles of new urbanism and traditional neighborhood development, in that it includes special exception zoning options that are compatible with specific General Land Use Plan designations, that encourage mixed-use and/or form-based development that promote pedestrian-oriented design, provision of affordable housing, the creation of town or village centers, and access to transit; and

WHEREAS, the County Board finds that the County's General Land Use Plan, an element of the Comprehensive Plan, together with its Zoning Ordinance, provides financial and other incentives for development in higher density areas, in that the special exception site plan process allows the County Board to approve significant increases in density for development proposals consistent with respective sector plan and small area plan goals and policies and for the provision of other community benefits; and

WHEREAS, the County Manager has recommended that the County Board find that the Arlington County General Land Use Plan, an element of the Comprehensive Plan, accommodates growth in a manner consistent with §15.2-2223.1 of the Virginia Code; and

WHEREAS, the County Board of Arlington County has made the foregoing findings and considered the recommendations of the County Manager, and has considered the purposes of the GLUP and the Comprehensive Plan as set forth in these documents together with the Arlington County Zoning Ordinance and the Code of Virginia,

THEREFORE, the Arlington County Board hereby determines that the Arlington County General Land Use Plan, an element of the Comprehensive Plan, accommodates growth in a manner consistent with the requirements for Urban Development Areas, and hereby certifies that Arlington County is in compliance with Virginia Code §15.2-2223.1.

[Board Report #32.C.](#)

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33. [DESABA DAYCARE REQUESTS](#)

- A. U-3139-05-1 Use Permit Amendment to expand enrollment of the child care center from 50 to 68 children for Maria Teresa Desaba located at 825 23rd Street South (RPC# 36-031-005).
- B. U-3299-11-2 USE PERMIT for a secondary use of a parking lot for Maria Teresa Desaba at Advent Lutheran Church located at 2222 S. Arlington Ridge Road (RPC# 37-038-001).

Following a duly advertised public hearing at which there were speakers, a motion was made CHRISTOPHER ZIMMERMAN, Chairman, seconded by J. WALTER TEJADA, Member to defer consideration of the subject use permit amendment and the subject use permit to the June 2012 County Board meeting. The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISSETTE, Member - Aye, J. WALTER TEJADA, Member – Aye.

[Board Report #33.A.](#)

[Board Report #33.B.](#)

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CLOSED MEETING; CERTIFICATION OF CLOSED MEETING DISCUSSIONS

A motion was made by CHRISTOPHER ZIMMERMAN, Chairman, seconded by MARY HYNES, Vice Chairman, to convene a closed meeting as authorized by Virginia Code sections 2.2-3711.A.3 and 7 for the purpose of discussing one matter involving the acquisition of real property for public purposes where discussion in public could adversely affect the County's negotiating position; and consultation with the County Attorney and staff concerning the interpretation of section 31.A.16 of the Zoning Ordinance and its applicability to RPC No. 01-075-020.

The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A FAVOLA, Member - Aye, JAY FISETTE-Aye, J. WALTER TEJADA, Member – Aye.

The Board met in a closed meeting from 11:40 a.m. to 1:45 p.m.

A motion was made by CHRISTOPHER ZIMMERMAN, Chairman, seconded by MARY HYNES, Vice Chairman to certify that to the best of each member's knowledge that only public business matters lawfully exempted from open meeting requirements under Chapter 37, Title 2.2 of the Code of Virginia and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered by the Board. The motion was adopted by a vote of 5 to 0 by roll call as follows:

Member & Vote

- Mr. Zimmerman - Aye
- Ms. Hynes - Aye
- Ms. Favola - Aye
- Mr. Fisetete - Aye
- Mr. Tejada - Aye

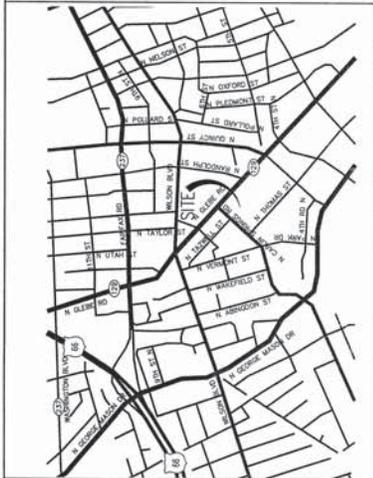
ADJOURNMENT

Without objection, at 1:45 p.m., the Board recessed until the December 13, 2011 Recessed Meeting.

CHRISTOPHER ZIMMERMAN , Chairman

ATTEST:

HOPE L. HALLECK, Clerk



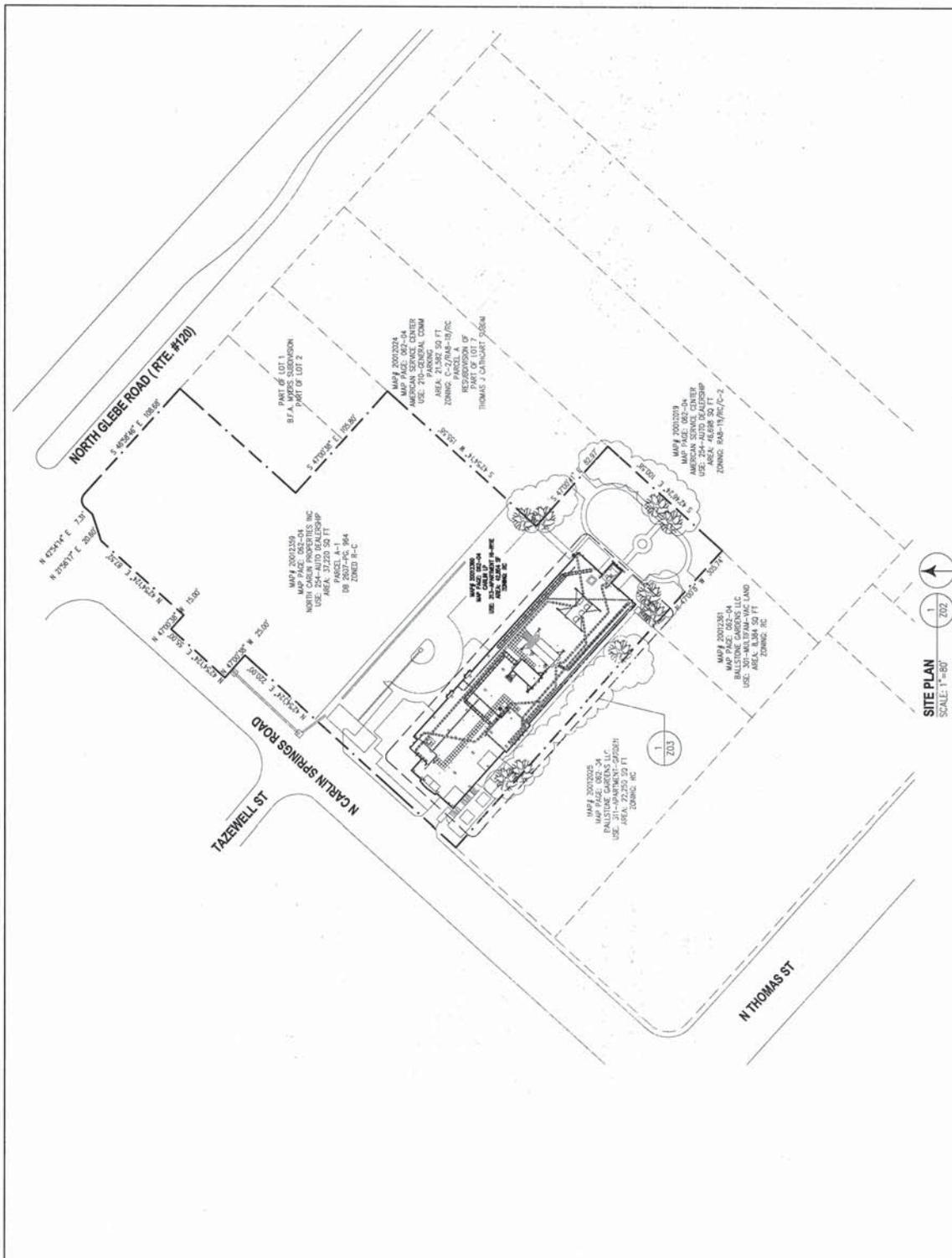
VICINITY MAP
SCALE: 1" = 2000'-0"

SITE PLAN NOTES

- 1.) SITE: BUCKINGHAM - THE CARLIN
 LONGITUDE: 77° 09' 42.235" W
 THESE DRAWINGS WERE PREPARED FROM COMPILED INFORMATION TAKEN FROM FANFAX COUNTY ONLINE RECORDS AND DRAWINGS PREPARED BY BISHAMON ARCHITECTS.
- 2.) OWNER: CARLIN PROPERTIES (B)
 ADDRESS: LONG BEACH, CA 90815
 PARCEL NO: # 2003266
 ZONE: RC
- 3.) ZONING NOTES
 1.) THERE IS NO PROPOSED LANDSCAPING.
 2.) THERE WILL BE NO DISTURBED GROUND BY THE PROPOSED ACTIVITY.
 3.) LOT COVERAGE, FAN AND BUILDING HEIGHT WILL NOT CHANGE BY THE PROPOSED ACTIVITY.
 4.) ALL ANTENNAS AND MOUNTING WILL BE PAINTED SIMILAR TO THE EXISTING EQUIPMENT ON THIS ROOF.
 5.) NUMBER OF PARKING SPACES WILL NOT CHANGE BY THE PROPOSED ACTIVITY.
 6.) STORM WATER MANAGEMENT WILL NOT CHANGE BY THE PROPOSED ACTIVITY.

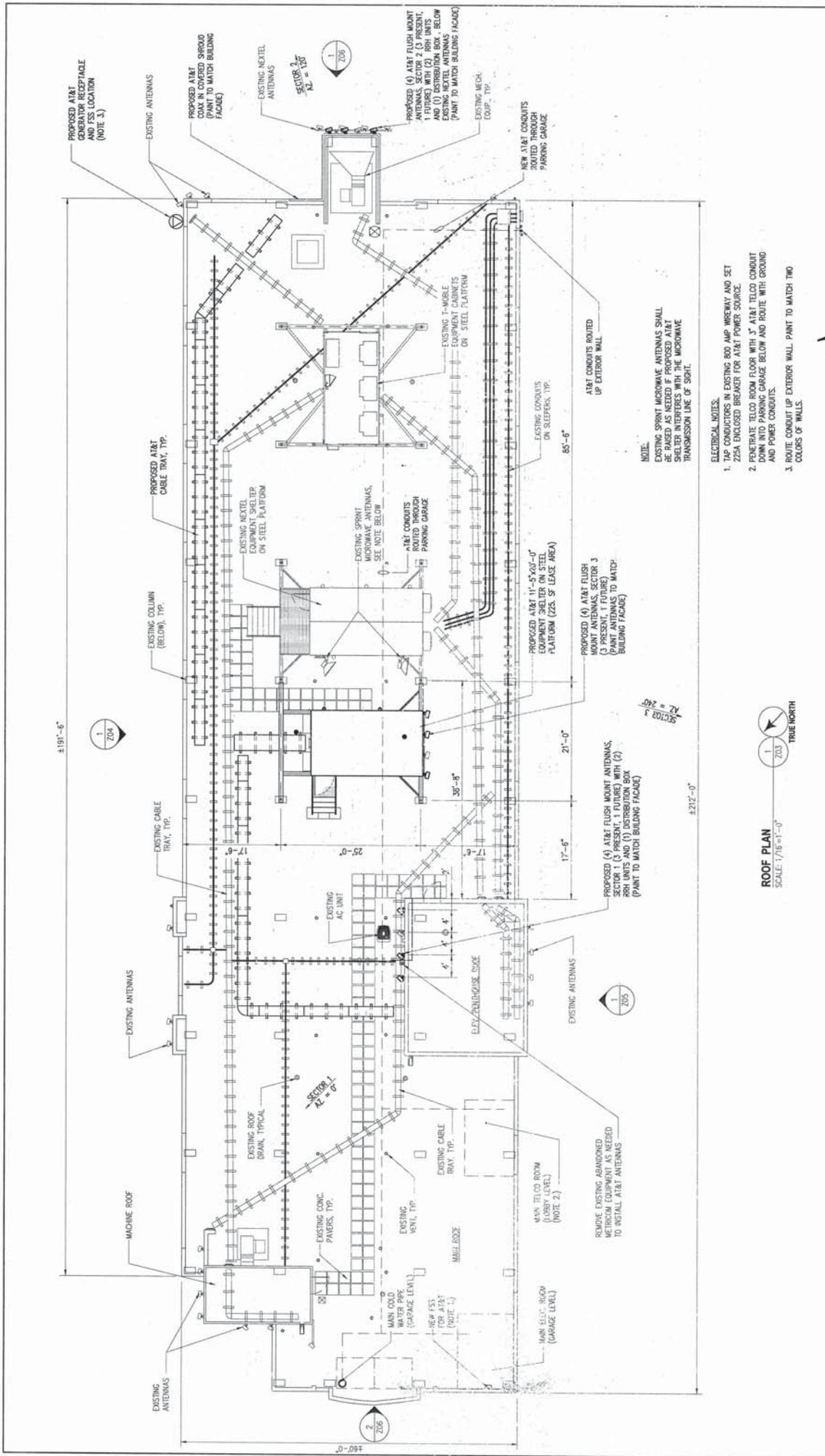
AREA TABULATION

TOTAL EXISTING PENHOUSE AND MECHANICAL EQUIPMENT AREA =	1,555 SF
INCREASED TELCOM EQUIPMENT AREA =	353 SF
TOTAL =	1,888 SF
TOTAL ROOF AREA =	12,715 SF
PERCENTAGE OF USED ROOF AREA =	8.5 %



SITE PLAN
SCALE: 1" = 50'

 7150 STANDARD DRIVE HANOVER, MD 21076	BUCKINGHAM - THE CARLIN 10014515-1232 4300 N CARLIN SPRINGS RD. ARLINGTON, VA 22203	PROJECT NUMBER: 1136-163	entrex communication services, inc. 6900 Rockledge Drive, Suite 500 ARLINGTON, VA 22206 PHONE: (703)468-0980 FAX: (703)468-0981
	REVISIONS NO. DATE BY 1 05/19/11 AA, C.G. C.G. 0 05/07/11 ZONING W.A. C.G. C.G. A 05/29/11 ZONING REVIEW W.A. C.G. C.G. NO. DATE REVISIONS BY	DESIGNED: C.G. DRAWN: W.A.	SCALE: AS SHOWN



entrex
communication services, inc.
6000 Rockledge Drive, Suite 500
Arlington, VA 22203
PHONE: (202)468-0860
FAX: (202)468-0981

BUCKINGHAM, THE CARLIN
10014515_1232
4300 N CARLIN SPRINGS RD.
ARLINGTON, VA 22203

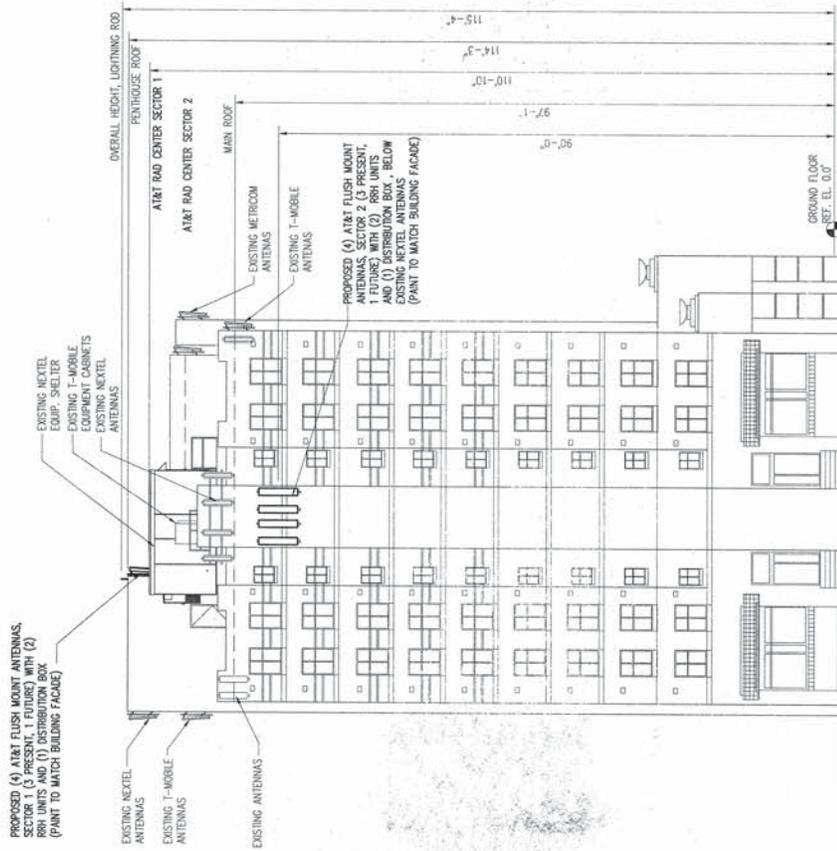
at&t
7150 STANDARD DRIVE
HANOVER, MD 21076

PROJECT NUMBER:	1136.183	REVISED SECTOR 2	AA, C.C., C.G.	AA, C.C., C.G.	AA, C.C., C.G.
		ZONING	WA, C.C., C.G.	WA, C.C., C.G.	WA, C.C., C.G.
		ZONING REVIEW	WA, C.C., C.G.	WA, C.C., C.G.	WA, C.C., C.G.
		REVISIONS	EP	CHK/MPR	
		NO. DATE	DESIGNED: C.C.	DRAWN: W.A.	

SCALE: AS SHOWN

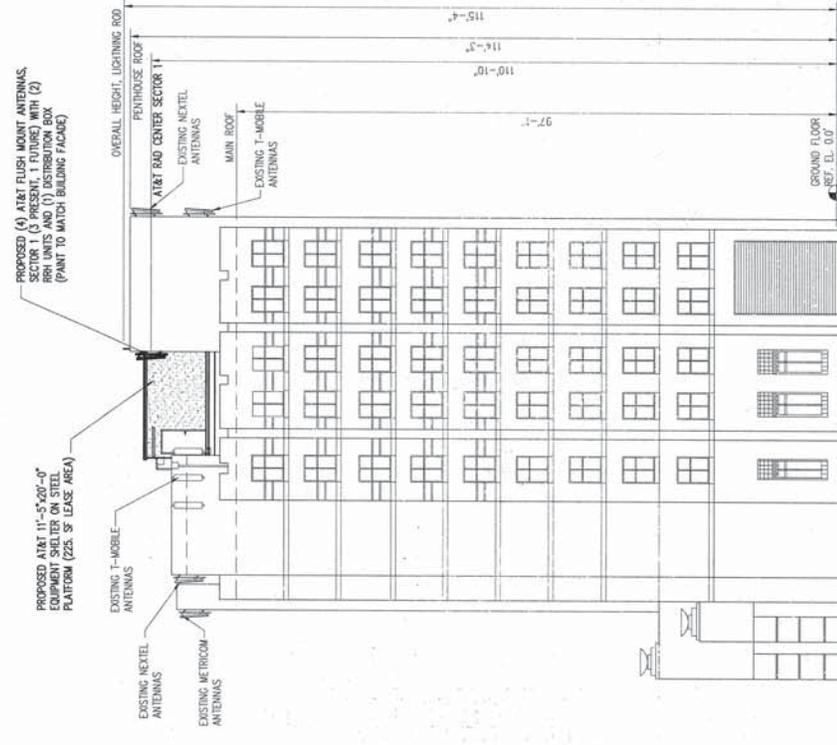
ROOF AND EQUIPMENT LOCATION PLAN

JOB NO. 25471-430
DRAWING NUMBER 703



SOUTHEAST ELEVATION
SCALE: 1" = 20'-0"

NORTHWEST ELEVATION
SCALE: 1" = 20'-0"



entrex
communication services, inc.
6600 Roodledge Drive, Suite 500
ARLINGTON, VA 22203
PHONE: (703)408-0990
FAX: (703)408-0981

PROJECT NUMBER:
1136.163

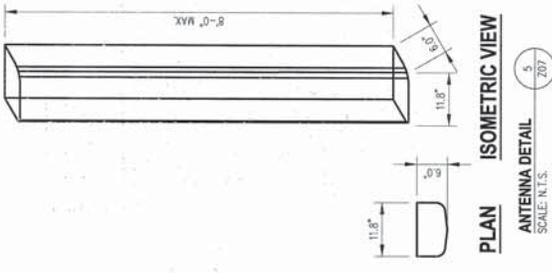
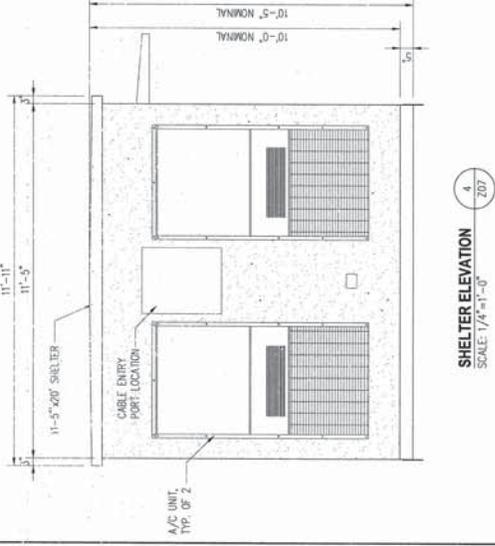
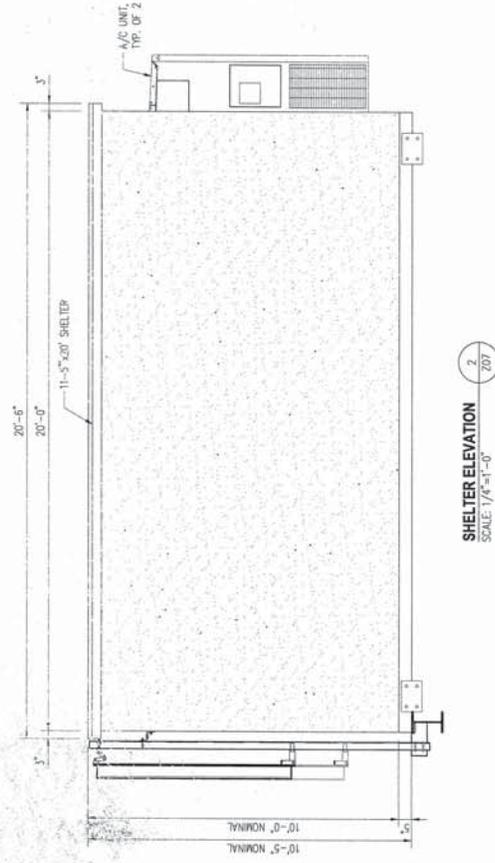
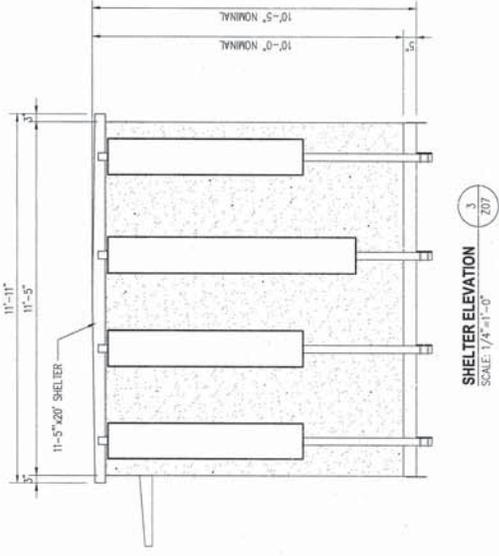
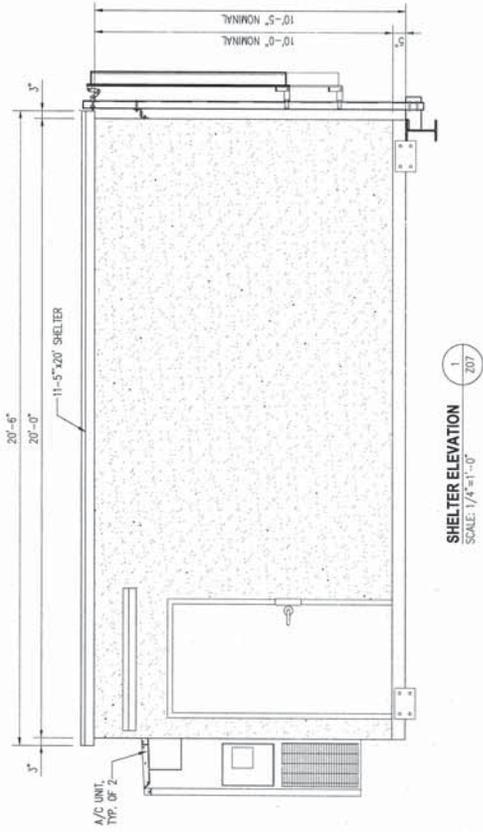
BUCKINGHAM- THE CARLIN
10014515_1232
4300 N CARLIN SPRINGS RD.
ARLINGTON, VA 22203

at&t
7150 STANDARD DRIVE
HANOVER, MD 21076

T	09/19/11	REVISED SECTOR 2	AA	C.C. C.G.
O	09/01/11	ZONING	WA	C.C. C.G.
A	08/29/11	ZONING REVIEW	WA	C.C. C.G.
NO	DATE	REVISIONS	BY	CHK/APPR
SCALE: AS SHOWN		DESIGNED: C.C.	DRAWN: W.A.	



NORTHWEST AND SOUTHEAST ELEVATION
JOB NO. 25471-430
DRAWING NUMBER 206



entrex
communication services, inc.
6600 Rockledge Drive, Suite 550
Arlington, VA 22206
PHONE: (703) 908-0990
FAX: (703) 908-0981

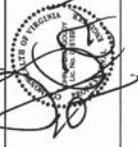
PROJECT NUMBER:
1136163

BUCKINGHAM-THE CARLIN
10014515_1232
4300 N CARLIN SPRINGS RD.
ARLINGTON, VA 22203

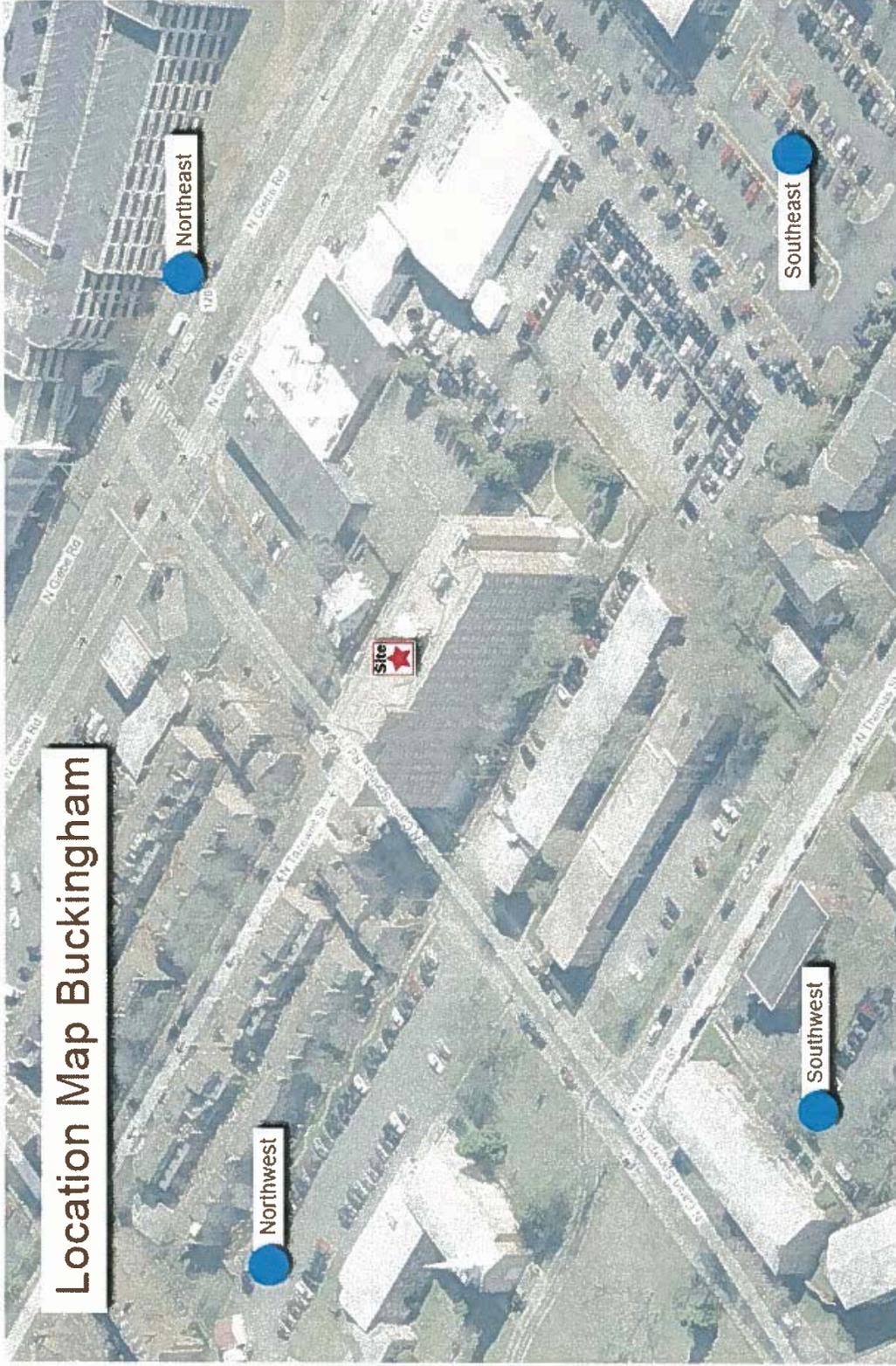
at&t
7150 STANDARD DRIVE
HANOVER, MD 21076

NO.	DATE	REVISIONS	DESIGNED:	C.C.	DRAWN:	W.A.
1	09/19/11	REVISED SECTOR 2	AA	C.C.	C.C.	
0	09/01/11	ZONING	WA	C.C.	C.C.	
A	08/29/11	ZONING REVIEW	WA	C.C.	C.C.	
			BY	CHM	MPP	

SCALE: AS SHOWN



EQUIPMENT SHELTER AND ANTENNA DETAILS
JOB NO. 25471-430
DRAWING NUMBER: Z07





Site Name: Buckingham - The Carlin
Wireless Communication Facility
4300 N Carlin Springs Rd
Arlington, VA 22203

Photograph Information
View from the Northeast
Showing the Existing Site

NETWORK BUILDING
& CONSULTING, LLC



Site Name: Buckingham - The Carlin
Wireless Communication Facility
4300 N Carlin Springs Rd
Arlington, VA 22203

Photograph Information:
View from the Northeast
Showing the Proposed Site

NETWORK BUILDING
& CONSULTING, LLC



Proposed Equipment
Not Visible Due to
Existing Architecture



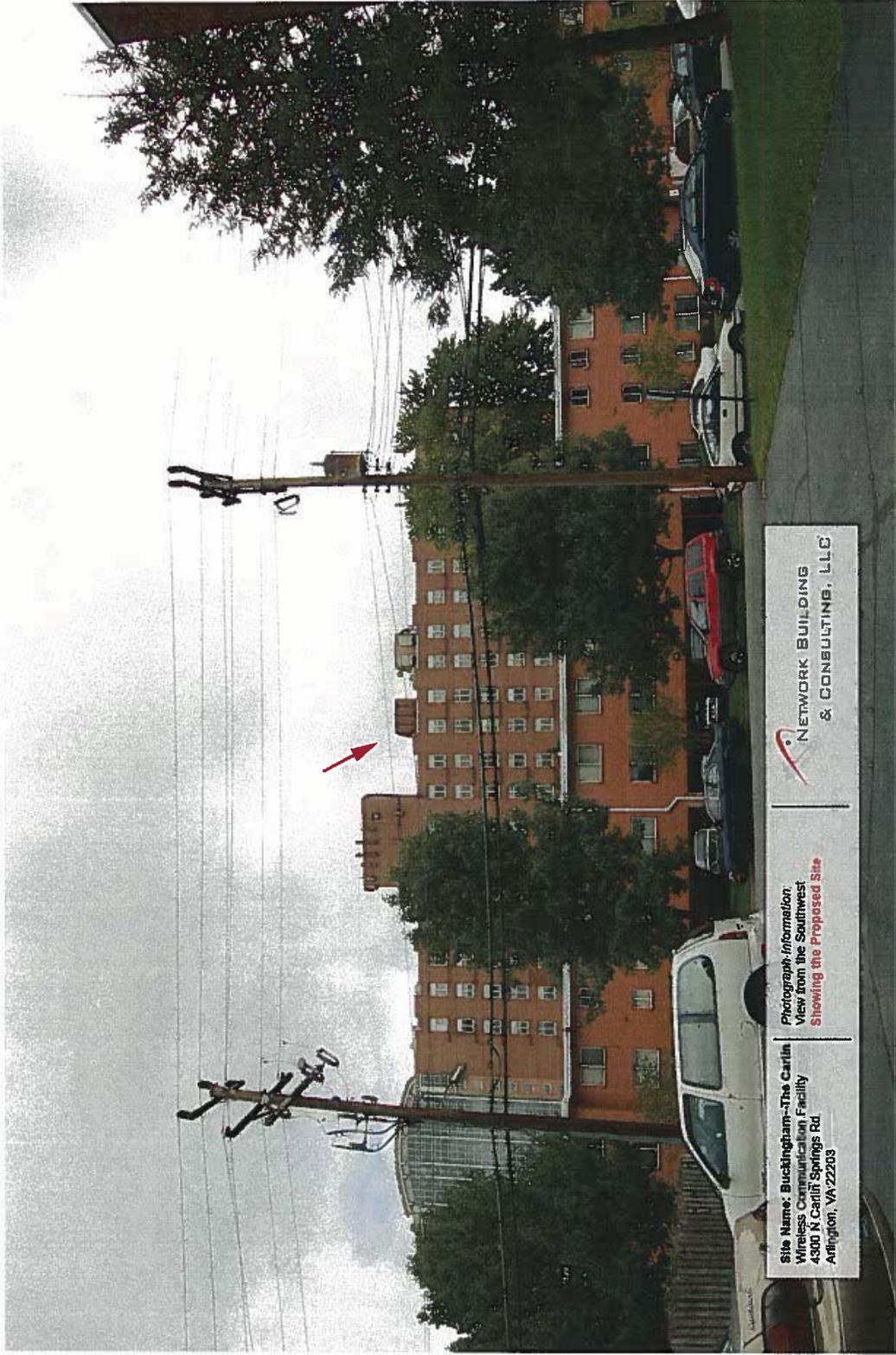


Site Name: Buckingham- The Carlin
Wireless Communication Facility
4300 N Carlin Springs Rd
Arlington, VA 22203

Photograph Information:
View from the Southeast
Showing the Proposed Site

NETWORK BUILDING
& CONSULTING, LLC





Site Name: Buckingham--The Carlin
Wireless Communication Facility
4300 N Carlin Springs Rd.
Arlington, VA 22203

NETWORK BUILDING
& CONSULTING, LLC

Photograph Information:
View from the Southwest
Showing the Proposed Site





Site Name: Buckingham- The Carlin
Wireless Communication Facility
4300 N Carlin Springs Rd
Arlington, VA 22203

Photograph Information
Roof-top Equipment
View from the Northwest
Showing the Proposed Site

 NETWORK BUILDING
& CONSULTING, LLC

MAXIMUM PERMISSIBLE EXPOSURE REPORT

MPE Study Report



Bechtel Communications.

**MPE Study Report
for**

Site Name: Buckingham – The Carlin

Site ID: 1232

Address: 4300 N. Carlin Springs Road, Arlington, VA 22203

Bechtel Confidential

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NO.	DATE	REVISIONS	BY	CHK'D	APPROVALS
1	10/07/2011	Rev-0	Shahed Husain	EW	

MAXIMUM PERMISSIBLE EXPOSURE REPORT

TABLE OF CONTENTS

1. INTRODUCTION
2. SITE DESCRIPTION
3. ANTENNA AND TRANSMISSION DATA
4. ANALYSIS
5. RESULTS
6. CONCLUSION
7. ATTACHMENTS
 - a. Site Photographs
 - b. Introduction to Compliance & Federal Requirements
 - c. Exposure Limit Signs

1. Introduction

FCC requires all wireless antenna operators to perform an assessment of radiofrequency (RF) emissions from all the transmitting antennas at a site whenever antenna operations are added or modified, and to ensure compliance with Maximum Permissible Exposure (MPE) limit in the FCC regulations. The FCC regulations require any future antenna collocators to assess and assure continuing FCC compliance based on the effects of all proposed and existing antennas.

This analysis was completed to establish safe working distances for the Public utilizing guidelines set forth by the Federal Communications Commission (FCC) with regards to maximum human exposure limits; this has been accomplished by the use of predictive modeling software.

The modeling predictions have been done using 100% transmitter duty cycle. This will predict a worst case scenario for safety reasons. The purpose of this study is to determine safe distances for the general public from the antenna arrays and to bring the site into FCC/OSHA compliance. The predictive software tool utilizes a cylindrical model that provides spatially averaged power density that is calculated in one square foot increments (pixels). The composite RF fields are displayed as a percentage of the appropriate standard. As the plot legends will show, the RED exceeds the FCC Public MPE limits.

2. Site Description

The site Name: Buckingham – The Carlin

Construction Number: 1232

Address: 4300 N. Carlin Springs Rd., Arlington, VA 22203

Latitude: 38° 52' 37.7" **Longitude:** -77° 06' 42.2"

Site Type: Rooftop

MAXIMUM PERMISSIBLE EXPOSURE REPORT

3. Antenna and Transmission Data

AT&T will be operating at four different frequency bands. They are 700 MHz, 850 MHz Cellular, 1900 MHz PCS, and 2100 MHz AWS bands. AT&T plans to use three different technologies, namely GSM, UMTS, and LTE at the site. The other carriers that are currently operating from this site are T-Mobile, and Sprint-Nextel.

For all wireless operators, the analysis is done with the assumptions of maximum channel capacity & maximum transmitter power as noted in the following tables below. When specific carrier related information (i.e. antenna, transmit power, frequency, azimuth etc.) was unavailable, comparable estimated information was used to simulate the worst case scenario.

The table below summarizes the relevant technical data for the site.

Wireless Provider	AT&T
Frequency	850 MHz
Antenna Manufacturer & Model	Kathrein 800 10765
Maximum Gain	15.8 dBi
RF Channels Per Sector (Max)	8 (GSM), 2 (UMTS)
Max. Trans Power / RF Channel.	40 Watts
Antenna Center Line Position Above Ground Level	Sector 1: 110'10", Sector 2: 90', and Sector 3: 106'10"
Antenna Orientation	0, 120, 240 Degrees
Wireless Provider	AT&T
Frequency	1900 MHz
Antenna Manufacturer & Model	Kathrein 800 10765
Maximum Gain	18.5 dBi
RF Channels Per Sector (Max)	8 (GSM), 2 (UMTS)
Max. Trans Power / RF Channel.	40 Watts
Antenna Center Line Position Above Ground Level	Sector 1: 110'10", Sector 2: 90', and Sector 3: 106'10"
Antenna Orientation	0, 120, 240 Degrees
Wireless Provider	AT&T
Frequency	700 MHz
Antenna Manufacturer & Model	Kathrein 800 10765
Maximum Gain	15.3 dBi
RF Channels Per Sector (Max)	1
Max. Trans Power / RF Channel.	40 Watts
Antenna Center Line Position Above Ground Level	Sector 1: 110'10", Sector 2: 90', and Sector 3: 106'10"
Antenna Orientation	0, 120, 240 Degrees

MAXIMUM PERMISSIBLE EXPOSURE REPORT

Wireless Provider	AT&T
Frequency	2100 MHz (AWS)
Antenna Manufacturer & Model	Kathrein 800 10765
Maximum Gain	18 dBi
RF Channels Per Sector (Max)	1
Max. Trans Power / RF Channel.	40 Watts
Antenna Center Line Position Above Ground Level	Sector 1: 110'10", Sector 2: 90', and Sector 3: 106'10"
Antenna Orientation	0, 120, 240 Degrees

Wireless Provider	Sprint-Nextel
Frequency	1900 & 850 MHz
Antenna Manufacturer & Model	Generic 1900 & 850 MHz 4' panel antenna
Maximum Gain	18.5 & 15.8 dBi
RF Channels Per Sector (Max)	N/A
Max. Trans Power / antenna	20 & 100 Watts
Antenna Center Line Position Above Ground Level	105'1", 102', and 112'
Antenna Orientation	64, 134, 269 Degrees

Wireless Provider	Sprint-Nextel
Frequency	23.600 GHz
Antenna Manufacturer & Model	Generic 1' & 2' MW dish antenna
Maximum Gain	35.9 and 41 dBi
RF Channels Per Sector (Max)	N/A
Max. Trans Power / antenna	0.7 Watts
Antenna Center Line Position Above Ground Level	107'1", and 108'6"
Antenna Orientation	234, 230, 74 and 204 Degrees

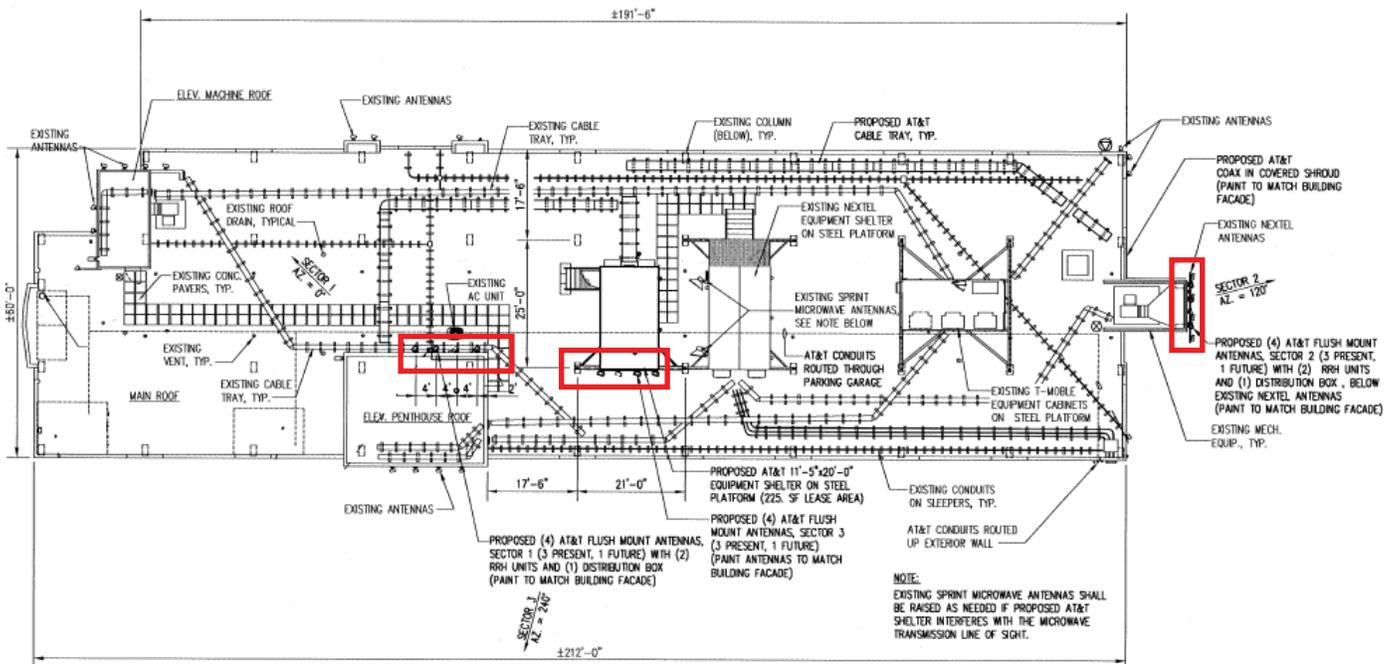
Wireless Provider	Sprint-Nextel
Frequency	2.69 GHz
Antenna Manufacturer & Model	Generic 1' & 3'6" WiMax panel antenna
Maximum Gain	16 & 17.8 dBi
RF Channels Per Sector (Max)	N/A
Max. Trans Power / antenna	20 Watts
Antenna Center Line Position Above Ground Level	105'6"
Antenna Orientation	74, 389, 230 and 214 Degrees

MAXIMUM PERMISSIBLE EXPOSURE REPORT

Wireless Provider	T-Mobile
Frequency	1900 (PCS)
Antenna Manufacturer & Model	Generic 1900 MHz 4' panel antenna
Maximum Gain	18 dBi
RF Channels Per Sector (Max)	1
Max. Trans Power / RF Channel.	40 Watts
Antenna Center Line Position Above Ground Level	105'1", 97'1", and 87'
Antenna Orientation	0, 120, 181 Degrees

The areas surrounding antennas are accessible to the general public. All panel antennas belonging to AT&T are located at the following areas: i) Sector 1 antennas are located on the elevator penthouse room's façade, ii) Sector 2 antennas are mounted on the eastern façade of the building below the existing Sprint-Nextel antennas, and iii) Sector 3 antennas are mounted on the equipment shelter's façade.

The sketches** below show the building's roof plan with antenna positions on the building and its elevation.

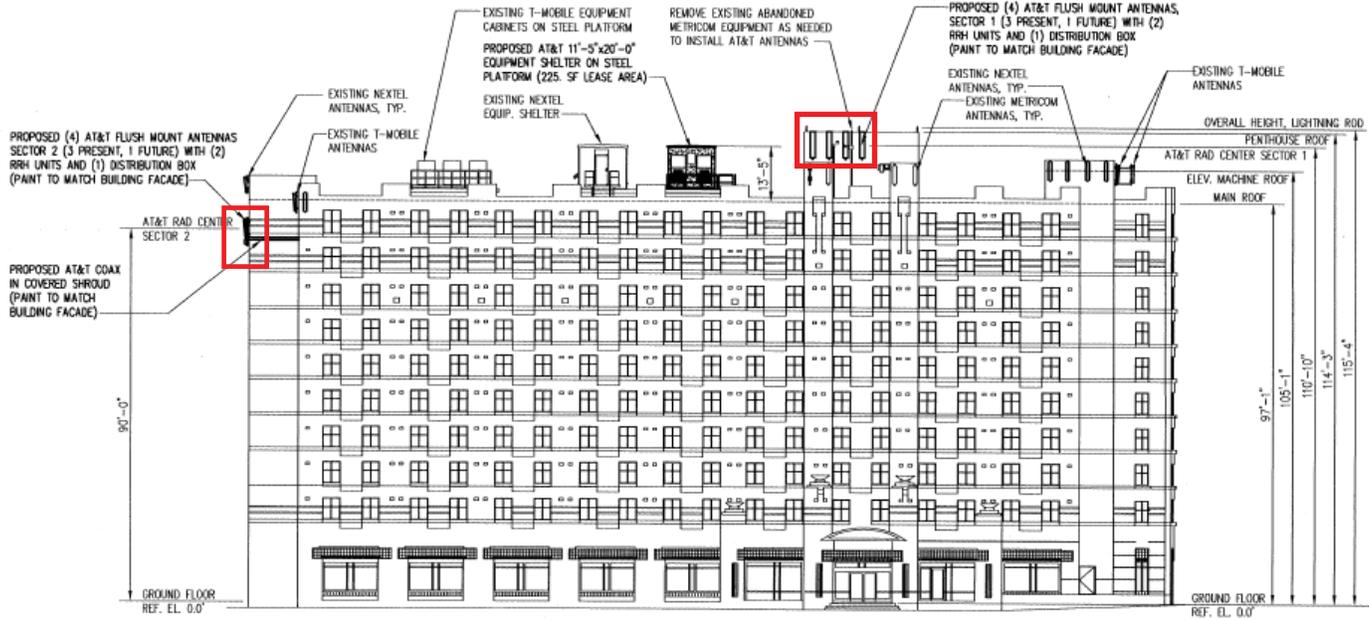


**Sketches by: Entrex Communication services, Inc.



AT&T antennas

MAXIMUM PERMISSIBLE EXPOSURE REPORT



**Sketches by: Entrex Communication services, Inc.



AT&T antennas

4. ANALYSIS

The analysis methodology used for this report complies with the guidelines established by the Federal Communications Commission’s (FCC) OET Bulletin 65. A copy of the bulletin can be downloaded from the FCC’s website at:

<http://www.fcc.gov/oet/info/documents/bulletins/#65>

All analyses and graphics contained in this report were done with RoofView®¹ software. RoofView® uses a ‘Near Field’ and ‘Far Field’ approaches to calculate the RF Energy and determines the percentages of electromagnetic exposure as defined by the aforementioned bulletin. RoofView® is AT&T’s approved roof top prediction software. For more information refer to the software’s website:

<http://www.radhaz.com/store.php/products/roofview>

The RoofView software was selected to for an MPE study of this site. Such the choice was made since the antenna height is in a range of usual antenna heights in rooftop installation and because it provides actual map of power density levels. For this site, analysis was completed separately for western and eastern parts of the roof since the entire roof is too big to fit into a single RoofView antenna map.

¹ RoofView® is a trademark of Richard Tell Associates, Inc.

MAXIMUM PERMISSIBLE EXPOSURE REPORT

5. RESULTS

The predicted software plot of the Maximum Permissible Exposure (MPE) is given in the figure below. This site has been analyzed using the FCC PUBLIC STANDARD and FCC OCCUPATIONAL STANDARD. A representation of the building and surrounding area is shown.

NOTE: The plot grids are 10 feet increments. Individual pixels are 1 foot square.

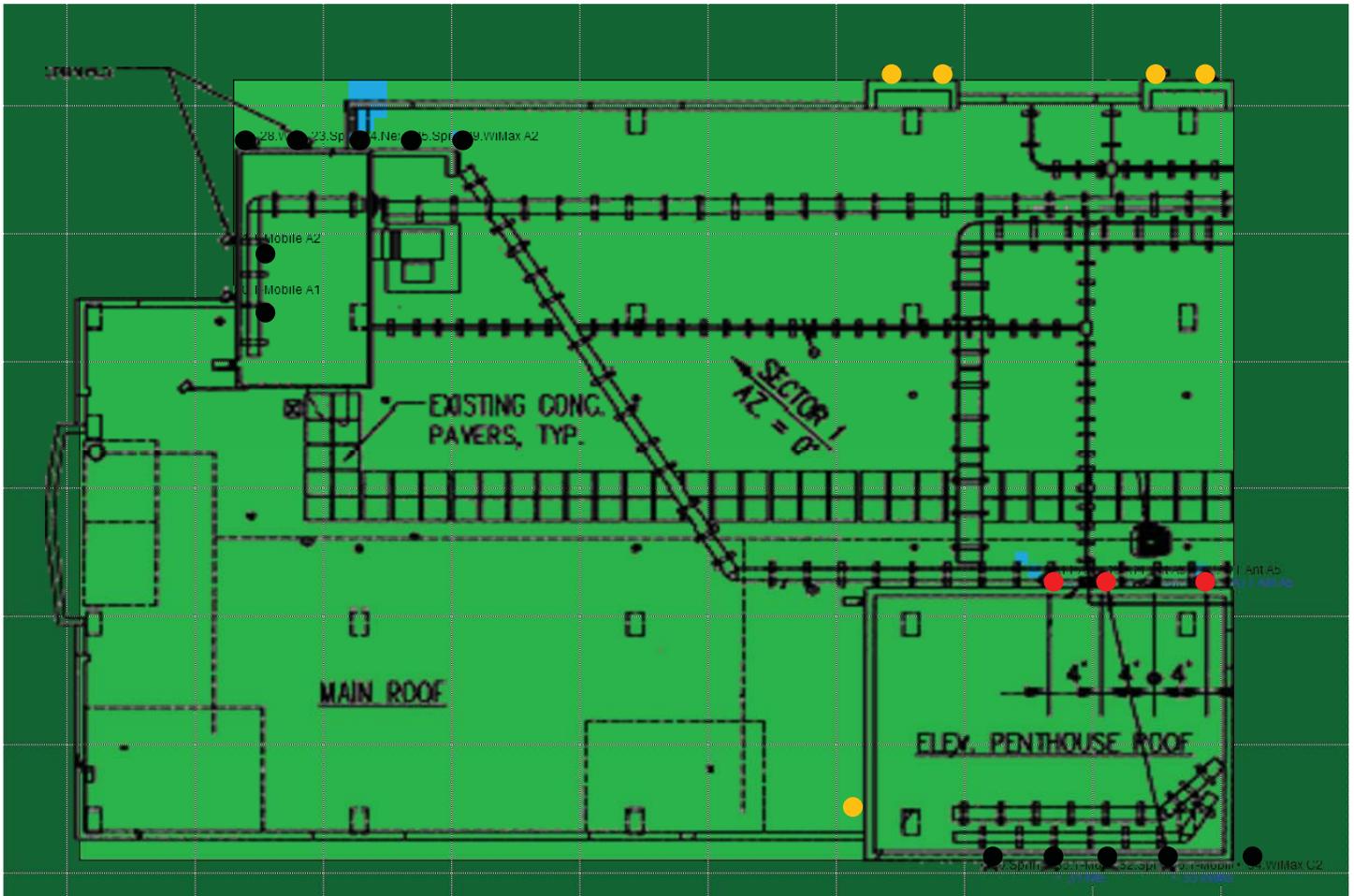
FCC PUBLIC MPE Limits: See attachment B.

Note: Threshold definitions (see attachment C for signs)

GREEN	<= 100% of FCC Public Standards
BLUE	>100%to <=500% of FCC Public Standards
YELLOW	>500%to <=5000% of FCC Public Standards
RED	>5000% of FCC Public Standards

MAXIMUM PERMISSIBLE EXPOSURE REPORT

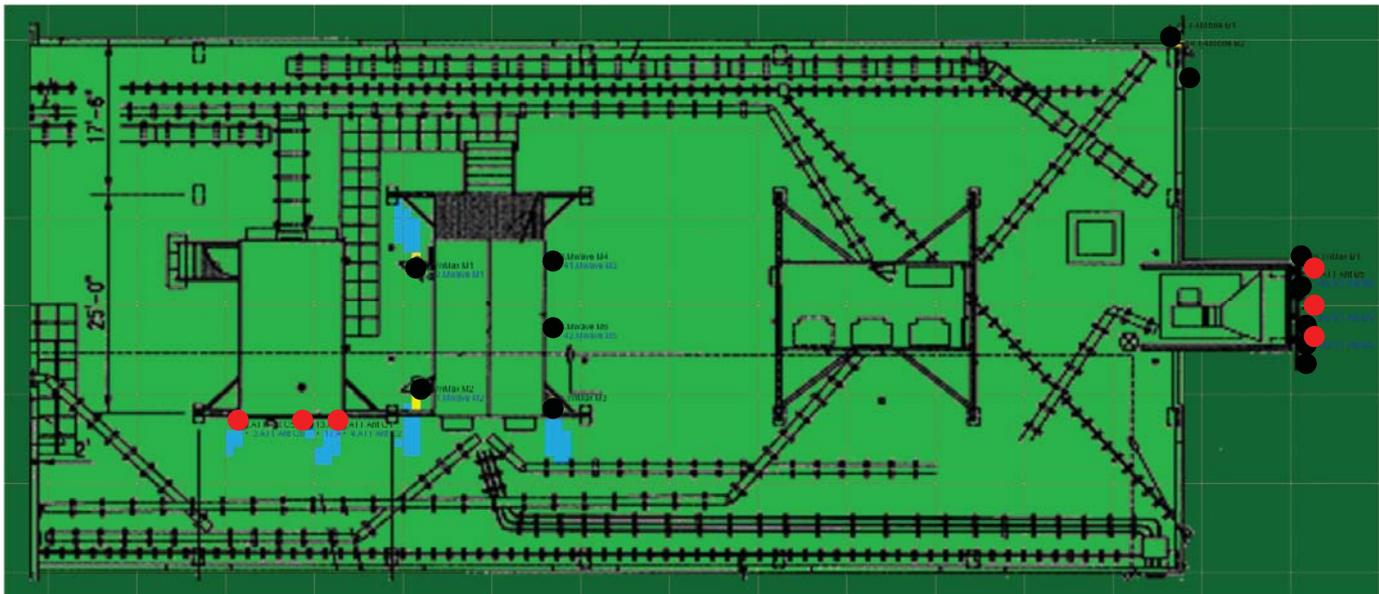
MPE Analysis of the roof top (Western Section)



- Denotes AT&T antennas
- Denotes Other Carrier antennas
- Denotes Non-functional antennas

MAXIMUM PERMISSIBLE EXPOSURE REPORT

MPE Analysis of the roof top (Eastern Section)



● Denotes AT&T antennas

● Denotes Other Carrier antennas

MAXIMUM PERMISSIBLE EXPOSURE REPORT

MPE Results for the roof top (Western Section)

Statistical Summary		
%MPE	SQ. FT	%SQ. FT.
	5286	98.55 % of total ROOF Area
0 -100	5270	99.70 % of Selected Area
101 - 500	16	0.30 % of Selected Area
501 - 5000	0	0.00 % of Selected Area
> 5000	0	0.00 % of Selected Area
<p>Roof Area 5364 sq. ft. Max %MPE 469.6 % Min %MPE 0.2 % Using Near/Far Spatial Avg Model With FCC 1997 Public Standard</p>		

MPE Results for the roof top (Eastern Section)

Statistical Summary		
%MPE	SQ. FT	%SQ. FT.
	7920	100.00 % of total ROOF Area
0 -100	7851	99.13 % of Selected Area
101 - 500	61	0.77 % of Selected Area
501 - 5000	8	0.10 % of Selected Area
> 5000	0	0.00 % of Selected Area
<p>Roof Area 7920 sq. ft. Max %MPE 1113.1 % Min %MPE 0.1 % Using Near/Far Spatial Avg Model With FCC 1997 Public Standard</p>		

Note, in order to fit into the roof view program, the total roof area for the subject site was divided into two sections. The above charts show a summary of the exposure in the areas where the AT&T antennas are mounted, in one square foot increments. It is seen that the worst case exposure is almost 469.6% and

MAXIMUM PERMISSIBLE EXPOSURE REPORT

1113.1% of the allowable limit for public exposure for the western and the eastern sections of the roof respectively.

There are walking areas around and in-front of AT&T antennas. As it is seen from Roof View propagation simulation tool, proposed AT & T antennas are contributing >100% to <=500% of FCC Public Standards of FCC Public Limit (i.e. Blue color) on the roof. Therefore, at&t is obligated to place signage and/or barriers to discourage people from walking/working in an exposed area.

The proposed site must be brought into compliance with FCC RF Safety requirements using Signage and/or barriers. The signage and/or barriers will alert/prevent persons who go to the roof that there are active antennas emitting RF emission in excess of the FCC safety standard.

6. CONCLUSION

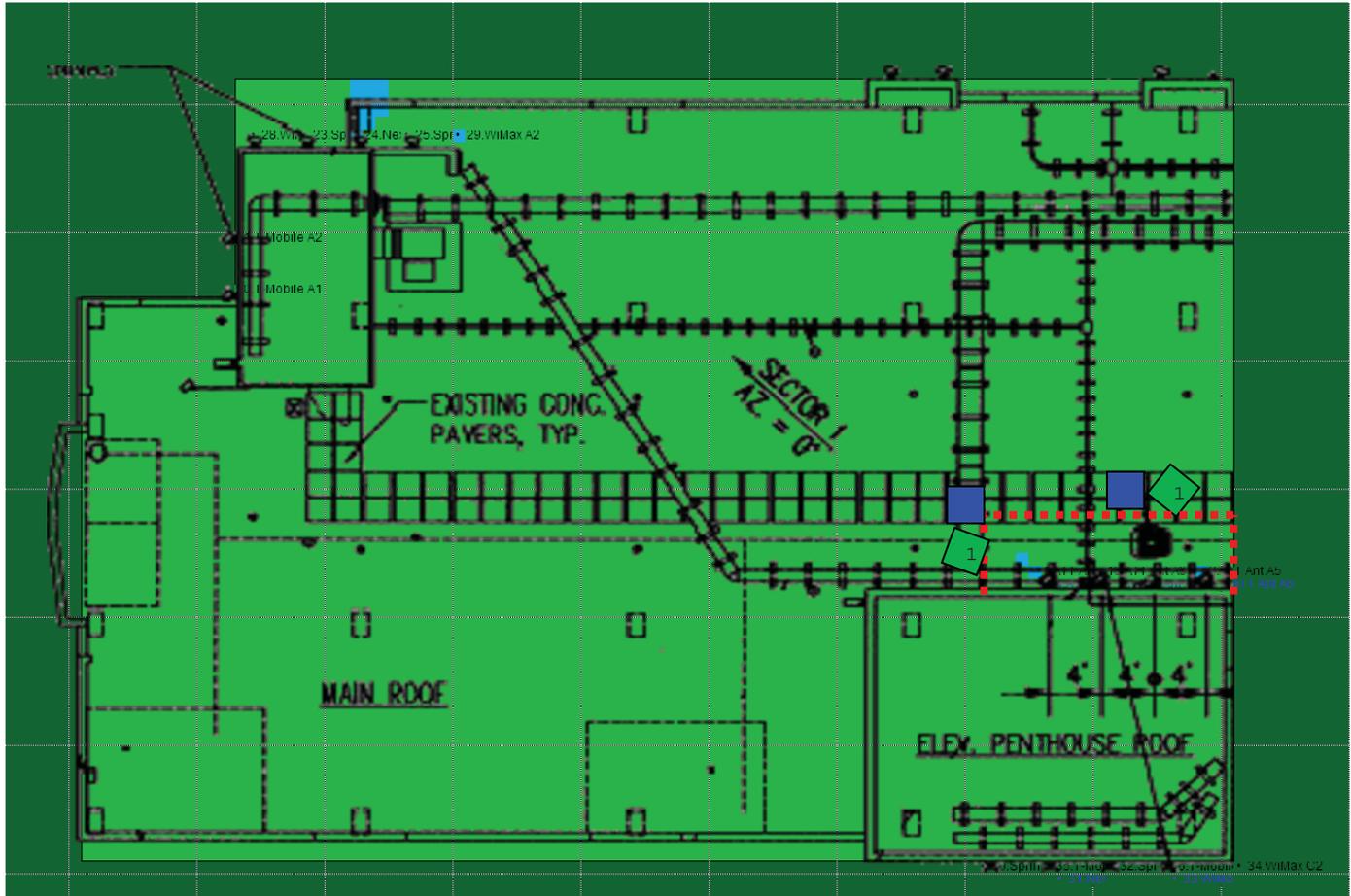
The results show that people on a roof can be exposed to RF emission levels in excess of the FCC PUBLIC STANDARD from AT&T antennas. These results assume that the equipment uses the maximum transmitter capacity with 100% duty cycle and therefore are the worst case scenarios.

The requirements for the site are listed below:

- **The areas in-front of the AT&T antennas are accessible. Installation of barrier is required around the periphery of each area where the General Population/Uncontrolled MPE limits are exceeded. Barriers are required surrounding each of sector one and sector three antennas. The barrier locations are identified in the figure below in page 12 and 13.**
- **Blue Notice Signs are to be installed on the barrier that surrounds each of the two sectors identified above. The signage will alert a person on the rooftop about the active antennas. The locations of the Blue Notice Signs are identified in the figure below in page 12 and 13.**
- **Green Information 1 signs should be installed adjacent to all of the above mentioned RF alert signs. The locations for the Green Information 1 signs are identified in the figure below in page 12 and 13.**
- **Relocation of the HVAC condensing unit below the sector 1 (0 Degree) antenna is required. Other equipments that are adjacent to the sector 1 (0 Degree) antennas are also required to be relocated.**

MAXIMUM PERMISSIBLE EXPOSURE REPORT

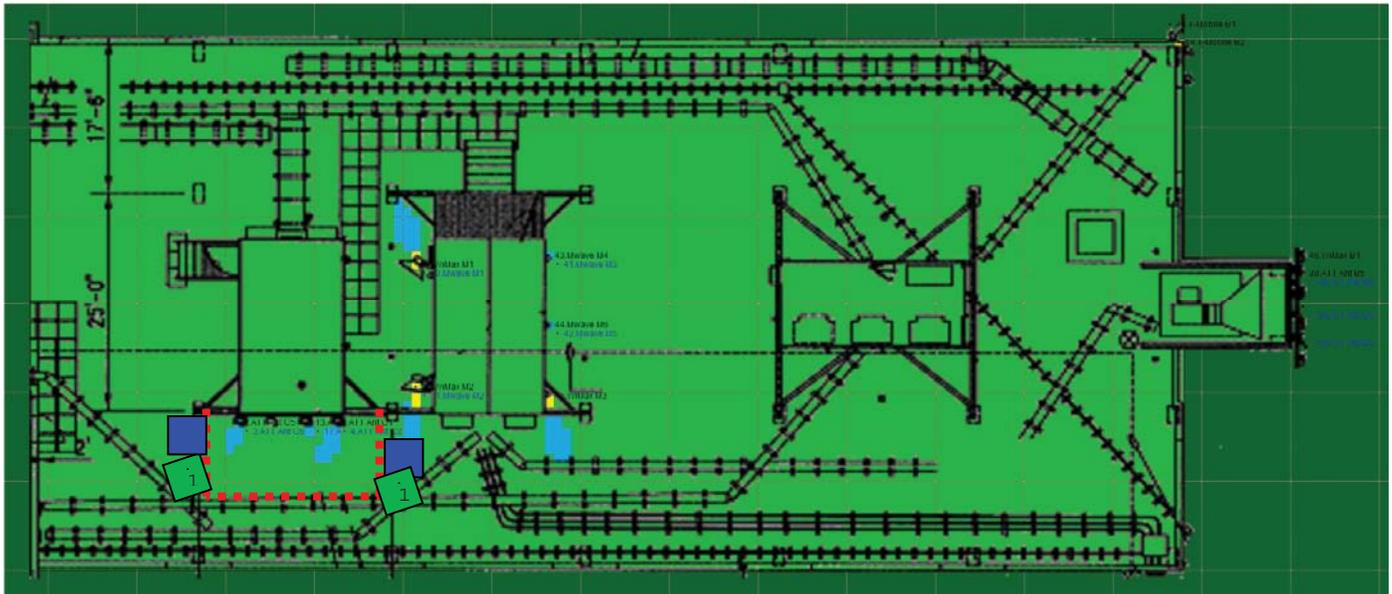
See the relative placement location for signage/barriers as indicated in the figure below.



Western part of the roof ~ Sector 1

- Denotes Blue Notice Sign
- Denotes Yellow Caution Sign
- Denotes Red Warning Sign
- Denotes Barriers
- 1 Denotes Green Information Sign 1

MAXIMUM PERMISSIBLE EXPOSURE REPORT



Eastern part of the roof ~ Sectors 3

-  Denotes Blue Notice Sign
-  Denotes Yellow Caution Sign
-  Denotes Red Warning Sign
-  Denotes Barriers
-  Denotes Green Information Sign 1

MAXIMUM PERMISSIBLE EXPOSURE REPORT

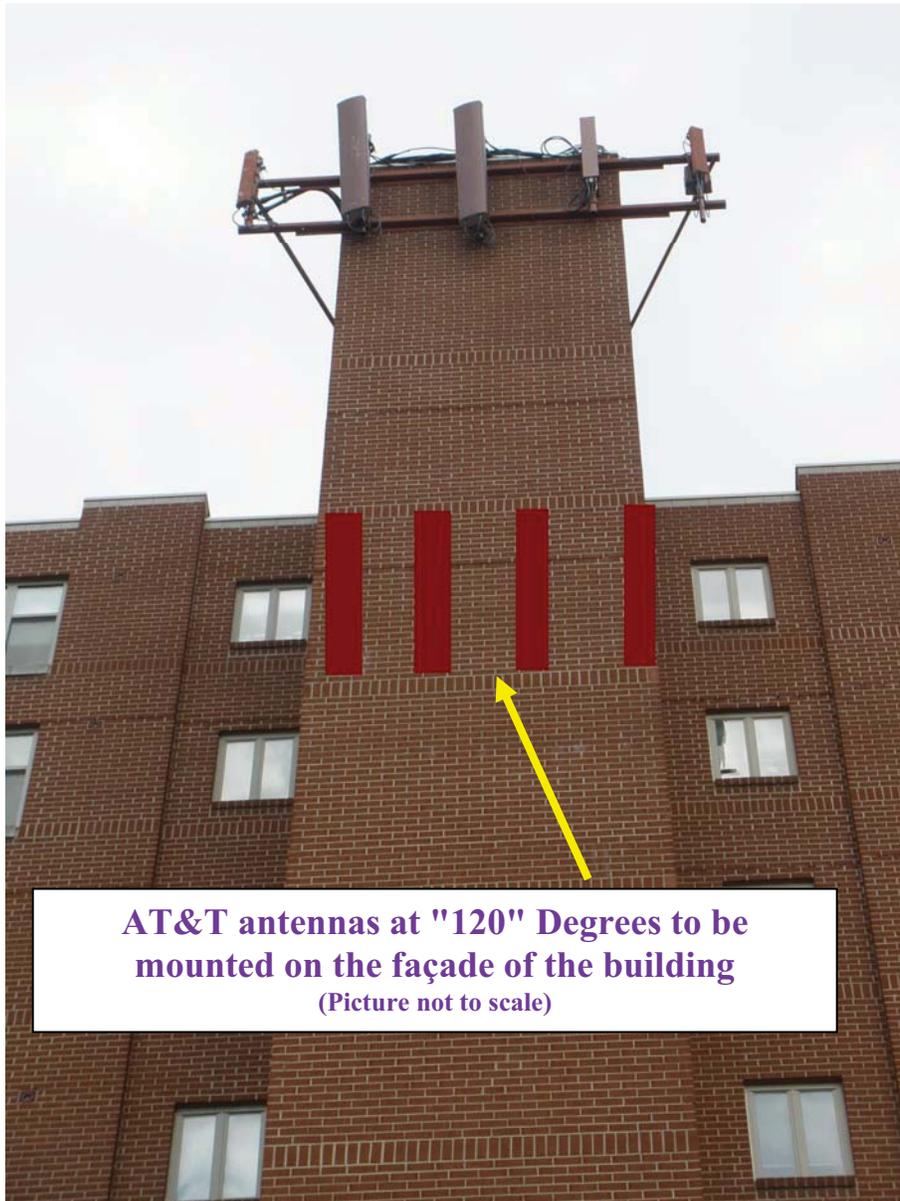
7. ATTACHMENTS

ATTACHMENT A
Site Photograph

**AT&T antennas at "0" Degree to be flush mounted on the Elevator Penthouse façade
(Picture not to scale)**



MAXIMUM PERMISSIBLE EXPOSURE REPORT



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ATTACHMENT B**Introduction to Compliance & Federal Requirements****1. Introduction to RF Exposure Compliance**

This document presents the RF safety compliance policy of Cingular Wireless.

The policy's foundation is the body of Federal Communications Commission ("FCC"), Occupational Safety and Health Administration ("OSHA") and other federal and industrial best practices and standards (e.g., Institute of Electrical and Electronics Engineers ("IEEE")/American National Standards Institute ("ANSI"), and National Council on Radiation Protection and Measurement ("NCRP")) for human exposure that are accepted as the bases for radiofrequency ("RF") safety programs that provide the greatest protection against possible harmful effects of radiofrequency emissions ("RFE").

Overall, it hoped that this edition's format and content will render it more appealing and of improved assistance to its users. Suggestions for further improvements are welcome.

2. Federal Requirements for RF Safety Compliance

The National Environmental Policy Act of 1969 required federal agencies to examine the effects of RFE on humans. The FCC's first RF exposure guidelines appeared in 1985 and were based on the 1982 IEEE/ANSI standards. In 1996, the FCC adopted the newer ANSI/IEEE C95.1-1992 standard. The FCC's Second Memorandum Opinion and Order (25 August 1997) effected the inclusion into the standards components of the 1996 NCRP standards that made them more stringent, though not in the frequency bands of cellular or public PCS interest.

Federal regulations impose upon wireless operators the requirement that all licensed transmitters comply with the FCC's RF exposure guidelines. The goal of this action is protection from RF exposures that exceed the levels that the FCC considers permissible from a health standpoint.

A) FCC Exposure Environments

The FCC defines two sets of exposure environments based on the awareness of persons who are being exposed. RF safety compliance centers on management of these two environments.

1. Occupational/Controlled Exposure

For FCC purposes, Occupational/Controlled exposure limits apply when persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. These exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above General Population/Uncontrolled limits (see definition below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate action.

2. General Population/Uncontrolled Exposure

For FCC purposes, General Population/Uncontrolled exposure limits apply when the general public is exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure.

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Therefore, members of the general public always fall under this category when exposure is not employment-related.

B) FCC Maximum Permissible Exposure Levels

The FCC's maximum permissible exposure ("MPE") levels for the two exposure environments are given in Table 1 and Table 2. Figure 1 is a graph of both MPEs as functions of frequency.

Table 1: MPE Limits for General Population/Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (V/m)	Magnetic Field Strength (A/m)	Power Density (mW/cm ²)	Averaging Time for E ² , H ² , or S (Minutes)
0.3 – 1.34	614	1.63	(100)*	30
1.34 -30	824/f	2.19/f	(180/f ²)*	30
30 – 300	27.5	0.073	0.2	30
300 – 1500	--	--	f/1500	30
1500– 100,000	--	--	1.0	30
f = frequency in MHz * = Plane wave equivalent power density				

Table 2: MPE Limits for Occupational/Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (V/m)	Magnetic Field Strength (A/m)	Power Density (mW/cm ²)	Averaging Time for E ² , H ² , or S (Minutes)
0.3 – 3.0	614	1.63	(100)*	6
3.0 – 30	1842/f	4.89/f	(900/f ²)*	6
30 – 300	61.4	0.163	1.0	6
300 – 1500	--	--	f/300	6
1500– 100,000	--	--	5.0	6
f = frequency in MHz * = Plane wave equivalent power density				

MAXIMUM PERMISSIBLE EXPOSURE REPORT

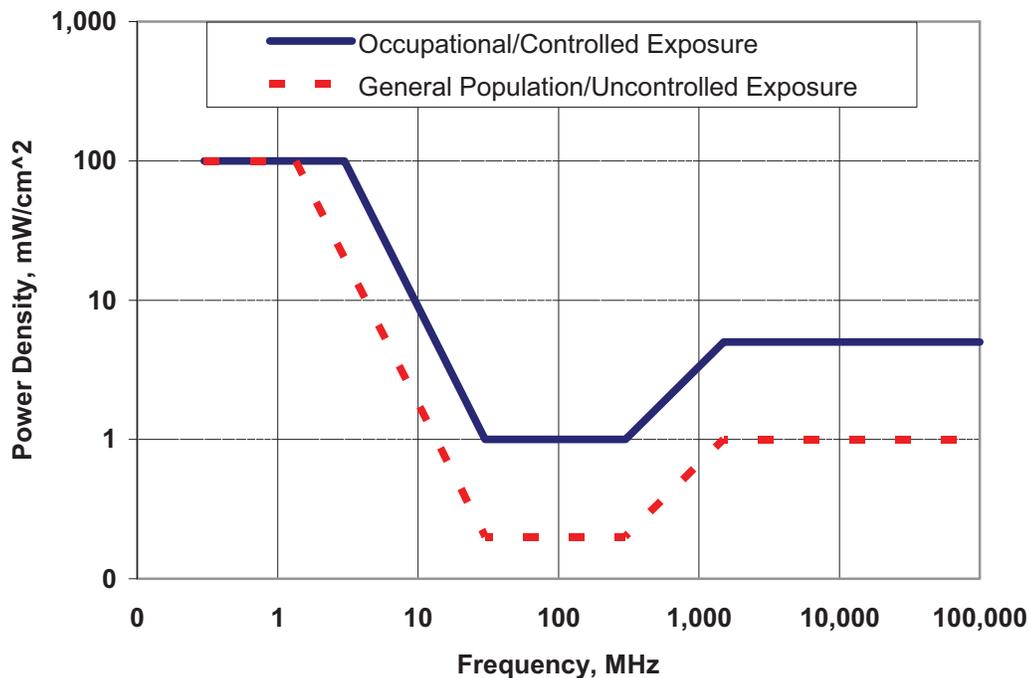


Figure 1: Graph of Maximum Permissible Exposures. Occupational/Controlled and General Population/Uncontrolled MPEs are functions of frequency.

The current FCC standards are accepted by federal agencies that are responsible for protection of public health and the environment. The Telecommunications Act of 1996 establishes the FCC's rules as a federal standard that preempts state and local regulation of RF exposure.

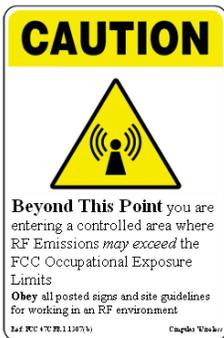
MAXIMUM PERMISSIBLE EXPOSURE REPORT

ATTACHMENT C: Exposure Limit Signs



NOTICE signs alert persons that they are attempting to access an area in which RF exposure levels could potentially exceed the General Population - Uncontrolled MPE.

The signs must be posted in a visible area at each entrance to the site and at localized areas (in conjunction with any required barriers) when the RFE survey indicates that exposure levels in any area of the rooftop are equal to or exceed the General Population/Uncontrolled MPE.



CAUTION signs alert persons that they are attempting to enter an area in which RF exposure may exceed the Occupational/Controlled MPE.

The signs must be posted in a visible area at each entrance to the site and at localized areas (in conjunction with any required barriers) when the RFE survey indicates that exposure levels in any area of the roof top are equal to or exceed the Occupational - Controlled MPE.



WARNING signs alert persons that they are attempting to enter an area in which the RF exposure may exceed the Occupational/Controlled MPE by a factor of 10 or greater.

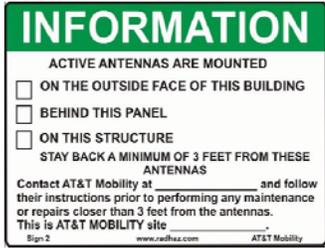
The signs must be posted in a visible area at each entrance to the site and at localized areas (in conjunction with any required barriers) where this level of exposure might occur.



INFORMATION sign 1

- An Information Sign 1 should be positioned adjacent to each alerting sign. However, if no Mobility alerting signs are used at the site, an Information sign 1 should be posted at all entrances to a site. This sign includes a Spanish translation.

MAXIMUM PERMISSIBLE EXPOSURE REPORT



INFORMATION sign 2

- Active antennas behind a radio transparent panel. A non-metallic version with an adhesive backing should be affixed to the face of the radio-transparent panel concealing the antennas.
- Antennas mounted on the outside face of a building. A metallic or non-metallic version should be mounted on the parapet inside wall directly above the antenna.
- Antennas that are stand-alone (e.g., lamp posts, stadiums) in areas where there is little potential for exceeding the General Population/Uncontrolled MPE except, perhaps, very close to the antenna. In this case, the Sign would be mounted close to the antenna in order to alert maintenance workers.



INFORMATION sign 3
 This sign can be posted on the back side of panel antennas and on the mounting platforms of omnidirectional (pole) antennas to identify the antenna as belonging to at&t Mobility.

S
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3

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INFORMATION sign 4
 This sign is designed for mounting on the sides of panel antennas where it will be visible to maintenance workers, such as window washers, and instruct them to remain at least 3 feet from the antennas.



800 NORTH GLEBE

NOVEMBER 11, 2011



THE JBG COMPANIES



COOPER CARRY



COMPREHENSIVE SIGN PLAN



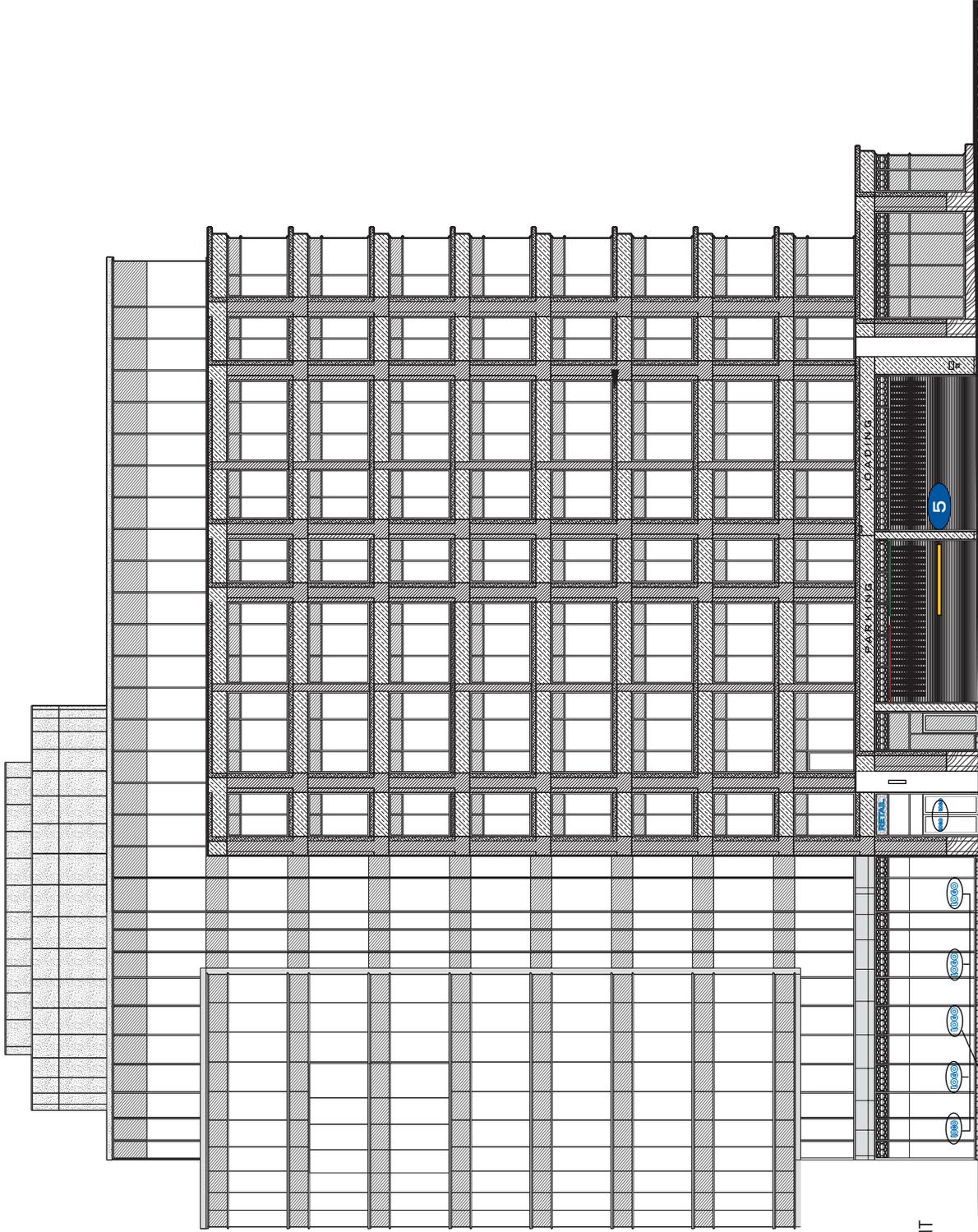
NINTH STREET (NORTH)	111
N. GLEBE ROAD INCL. DRUM (EAST)	212
WILSON BLVD INCL. CROWN (SOUTH)	295
TOTAL LINEAR FEET FRONTAGE	618

SITE PLAN
Scale: NTS

800 NORTH GLEBE	618
TOTAL LINEAR FEET	618

LOCATION #	SIGN TYPE	MESSAGE	CONSTRUCTION/MATERIAL	ILLUMINATION (Day - Midnight)	SIZE	SIGN AREA	TOTAL
1	Address	800	Stainless Steel Dimensional Letters	None	20" x 5'5"	9 sq ft	9 sq ft
2	Garage Entrance	PARKING	Stainless Steel Dimensional Letters	Halo-lit	15" x 13'8"	17.08 sq ft	17.08 sq ft
3	Loading Entrance	LOADING	Stainless Steel Dimensional Letters	Halo-lit	15" x 13'8"	17.08 sq ft	17.08 sq ft
4a & 4b	Garage Entrance	(NONE)	Stainless Steel Bar with Illumination	Halo-lit LED	12'0" x 2" ea	2 sq ft ea	4 sq ft
5	Clearance Bar	CLEARANCE 8'2"	PVC Tube with Vinyl Letters	None	6 1/2" x 80"	3.6 sq ft	3.6 sq ft
6	Intercom Plaque	PUSH BUTTON FOR INTERCOM	Stainless Steel Plaque	None	8" x 4"	.2 sq ft	.2 sq ft
7	Garage Wayfinding	PARK	Stainless Steel Projection Mounted Sign	Internal	48" x 10'0"	40 sq ft	40 sq ft
R	Retail Identification	(TBD)	Metal Channel Letters/Varies	Halo-lit/Varies	Varies	22.5 sq ft shown (10 total)	225
RV	Retail/Restaurant Window Vinyl (TBD)		Adhesive Vinyl	None	Varies	6 sq ft shown (x30) Number of signs is approximate. RV signs will not exceed 180sf in total	180
RB	Retail Blade Sign	(TBD)	Metal/Varies Projection Mounted Sign	Internal/Varies	Varies	4.5 sq ft shown (x7)	31.5
S	Restaurant Signage	(TBD)	Painted Metal Projection Mounted Sign	None	24" x 51"	8.5 sq ft (5 total)	42.5 sq ft
TOTAL							569.96

TOTAL LINEAR FEET FRONTAGE 618



NOTE:
FINAL LOCATION OF STOREFRONT
ENTRANCES MAY VARY

NORTH ELEVATION



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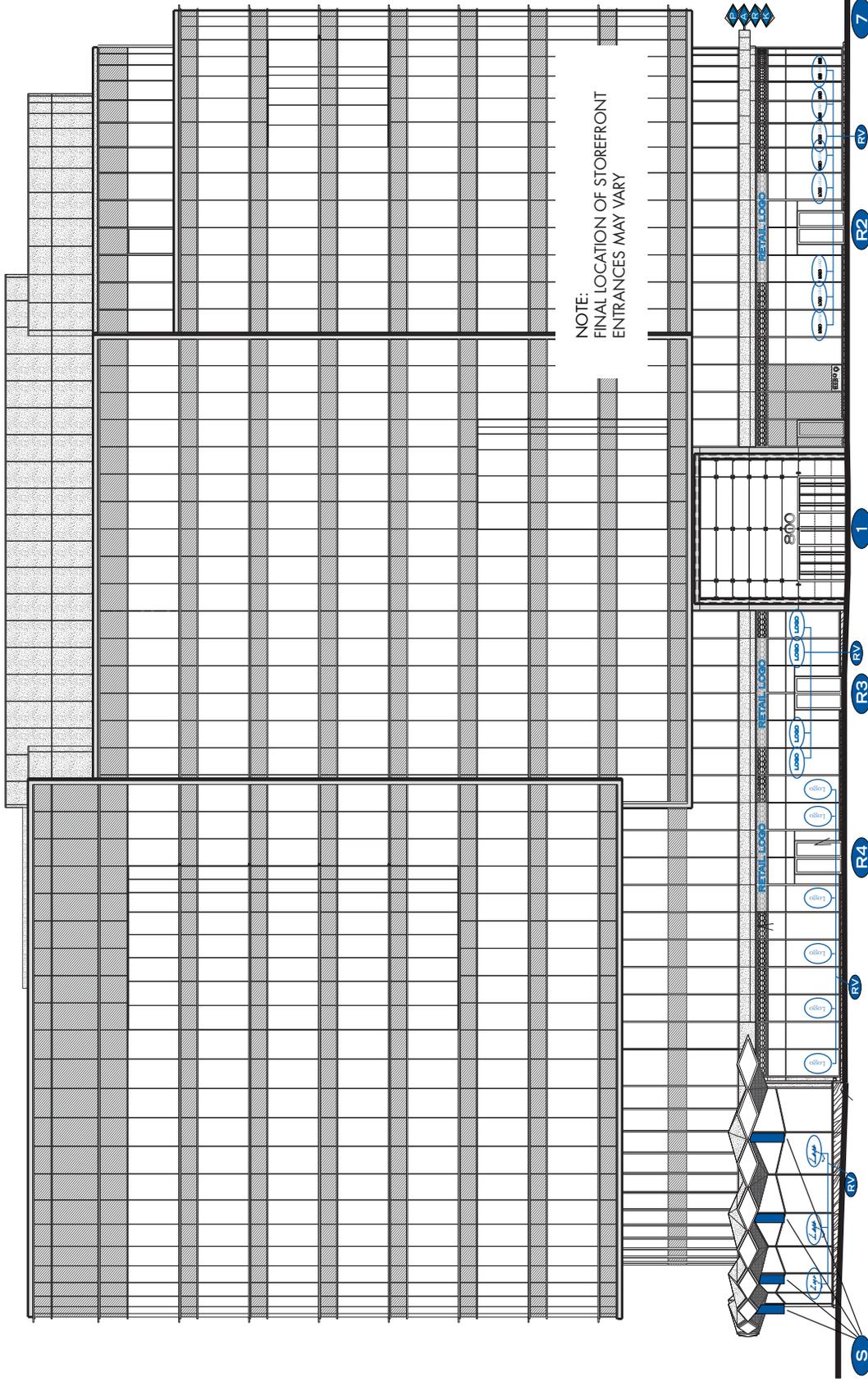


COOPER CARRY



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The JBG Companies

Signage and Wayfinding
Comprehensive Signage Plan



EAST ELEVATION



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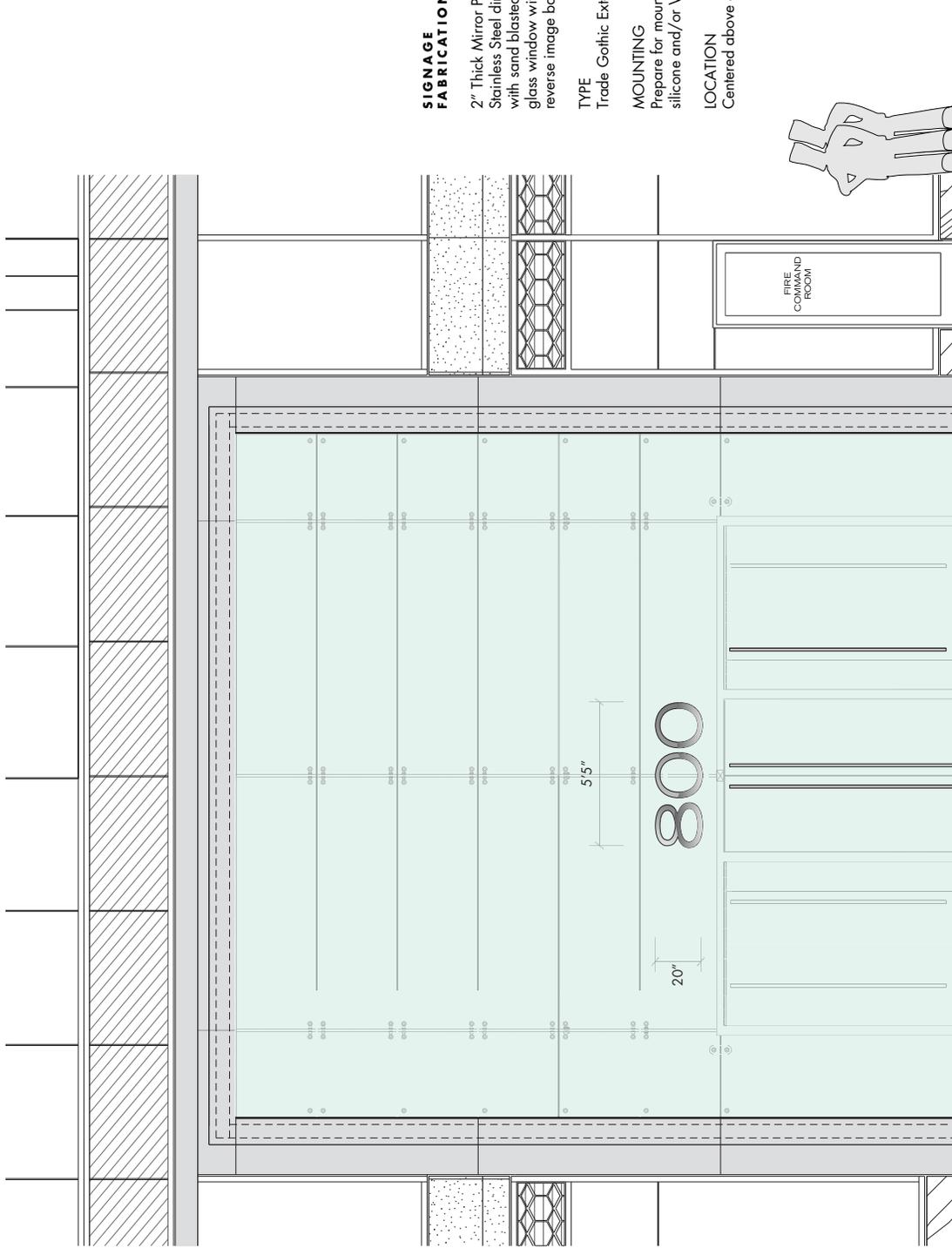


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SIGNAGE FABRICATION SPECIFICATIONS

2" Thick Mirror Polished (#8) Stainless Steel dimensional letters with sand blasted edges adhered directly to glass window with 1/16" polished stainless steel reverse image back-up on inside of glass.

TYPE
Trade Gothic Extended

MOUNTING
Prepare for mounting with rearview mirror adhesive, silicone and/or VHB tape directly to glass.

LOCATION
Centered above entrance doors

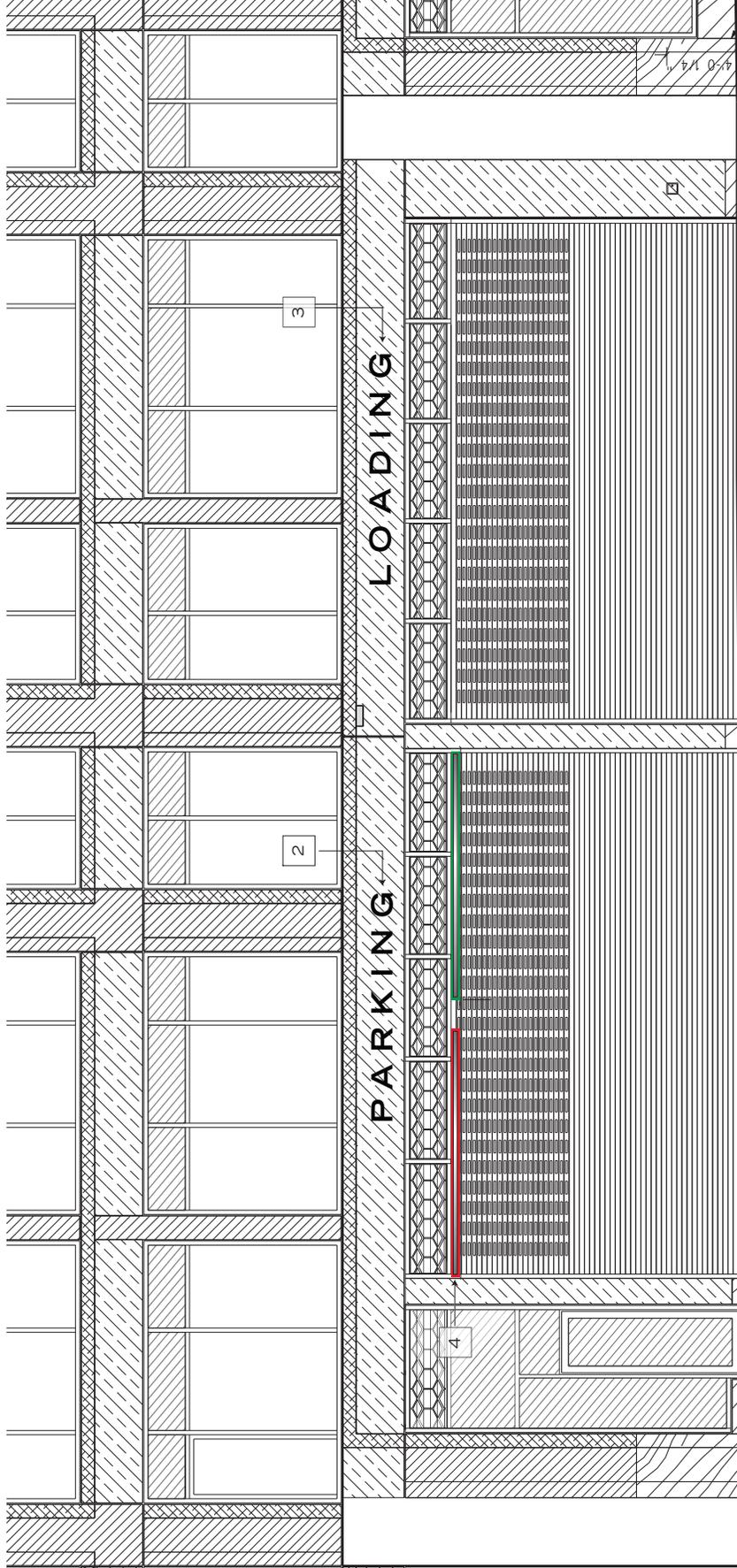
ADDRESS IDENTIFICATION — EAST ELEVATION
Scale: 1/4" = 1'0"

SIGN LOCATION	1
SIZE	20" x 55"
SQUARE FEET	9 sq ft



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SIGN LOCATION	2	15' x 138"	17.08 sq ft
SIGN LOCATION	3	15' x 138"	17.08 sq ft
SIGN LOCATION	4a & 4b	120' x 2"	4 sq ft

SIGNAGE FABRICATION SPECIFICATIONS

15" High x 4" Deep Profile, Reverse channel halo illuminated letters painted metallic silver all sides. White LED illumination. Pin mount 1 1/2" away from architectural precast.

PARKING GARAGE IDENTIFICATION — SOUTH ELEVATION
Scale: 3/16" = 1'0"



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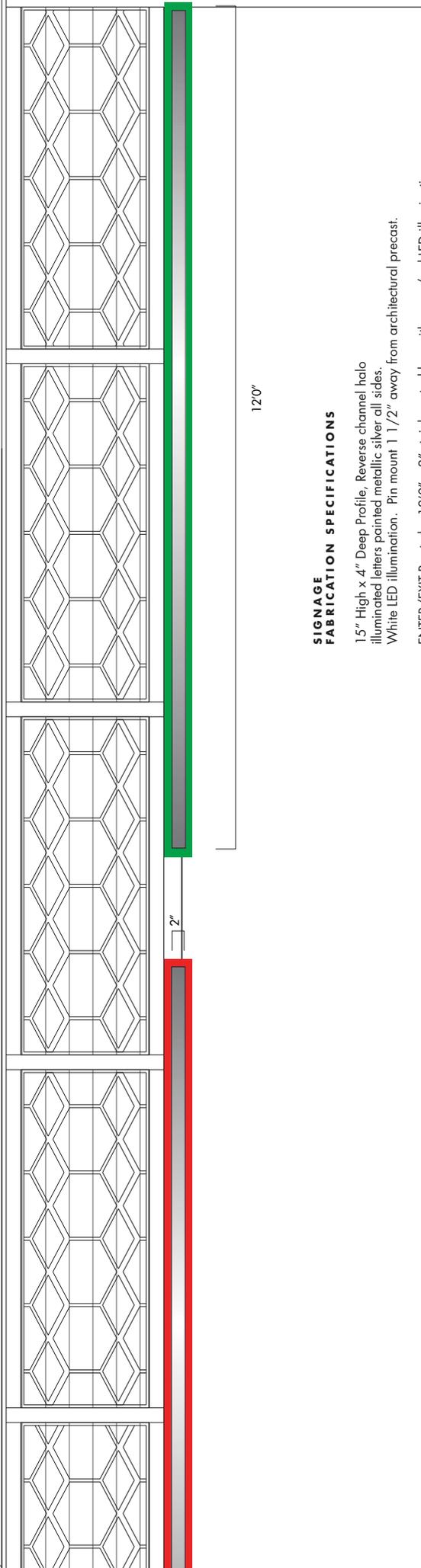
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Comprehensive Signage Plan

13'8"

PARKING

15"



120"

SIGNAGE FABRICATION SPECIFICATIONS

1.5" High x 4" Deep Profile, Reverse channel halo illuminated letters painted metallic silver all sides. White LED illumination. Pin mount 1 1/2" away from architectural precast.
 ENTER/EXIT Bar to be 12'0" x 2" stainless steel bar with green/red LED illumination

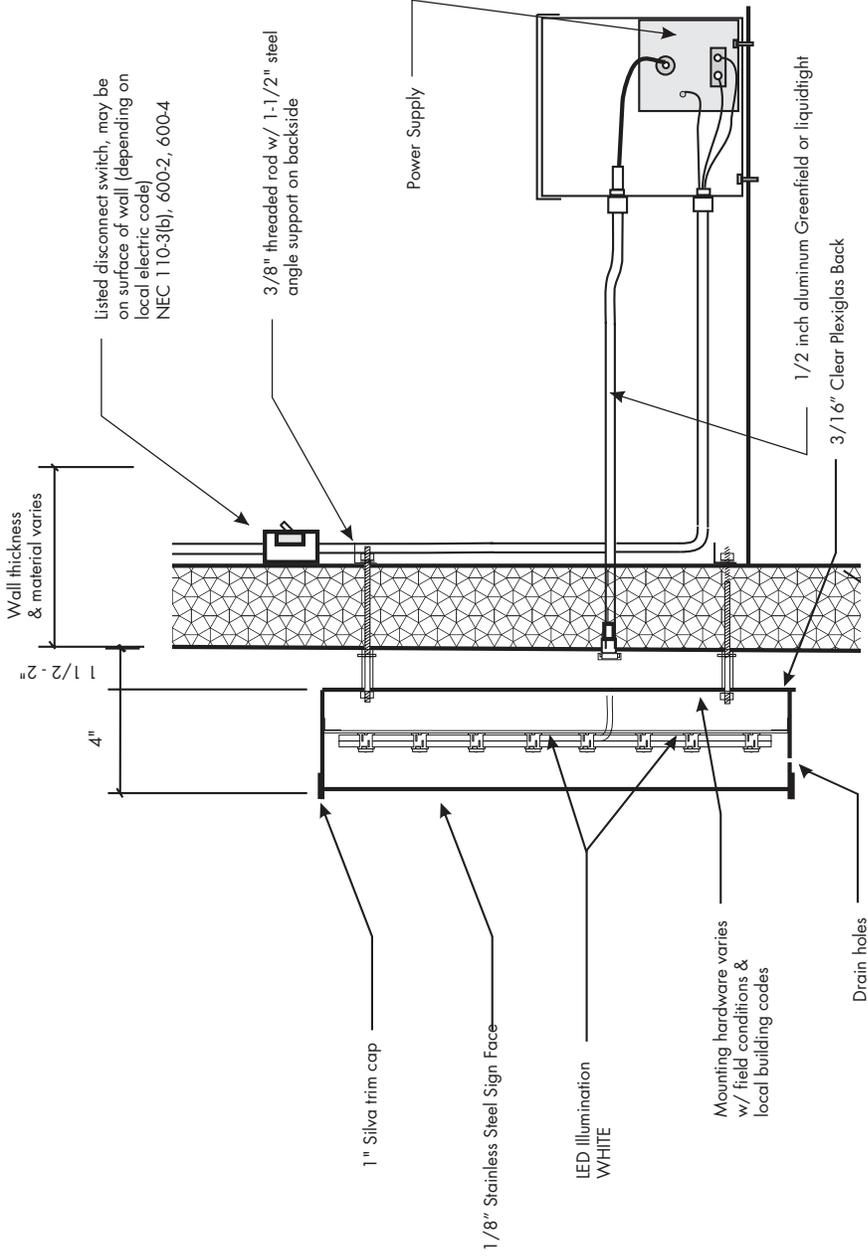
PARKING GARAGE IDENTIFICATION — DETAIL
 Scale: 3/4" = 1'0"

SIGN LOCATION	2
SIZE	15' x 138"
SQUARE FEET	17.08 sq ft



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SIGNAGE FABRICATION SPECIFICATIONS

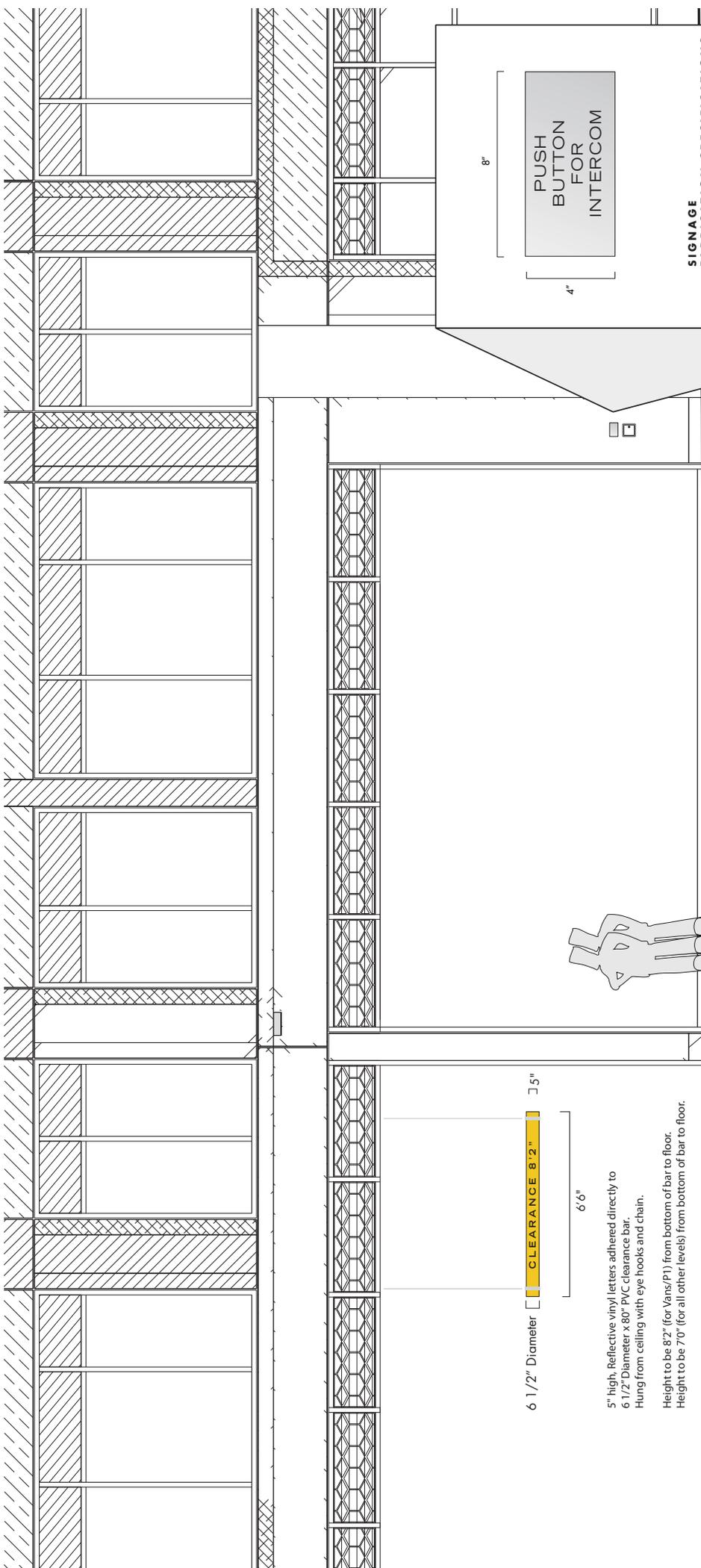
4" Deep Profile, 1/8" high, Reverse channel halo letters painted metallic silver all sides.

INSTALLATION
Pin mount to architectural precast

TYPICAL REVERSE CHANNEL LETTER CONSTRUCTION (SIGN LOCATIONS 2 and 3)
Scale: NTS



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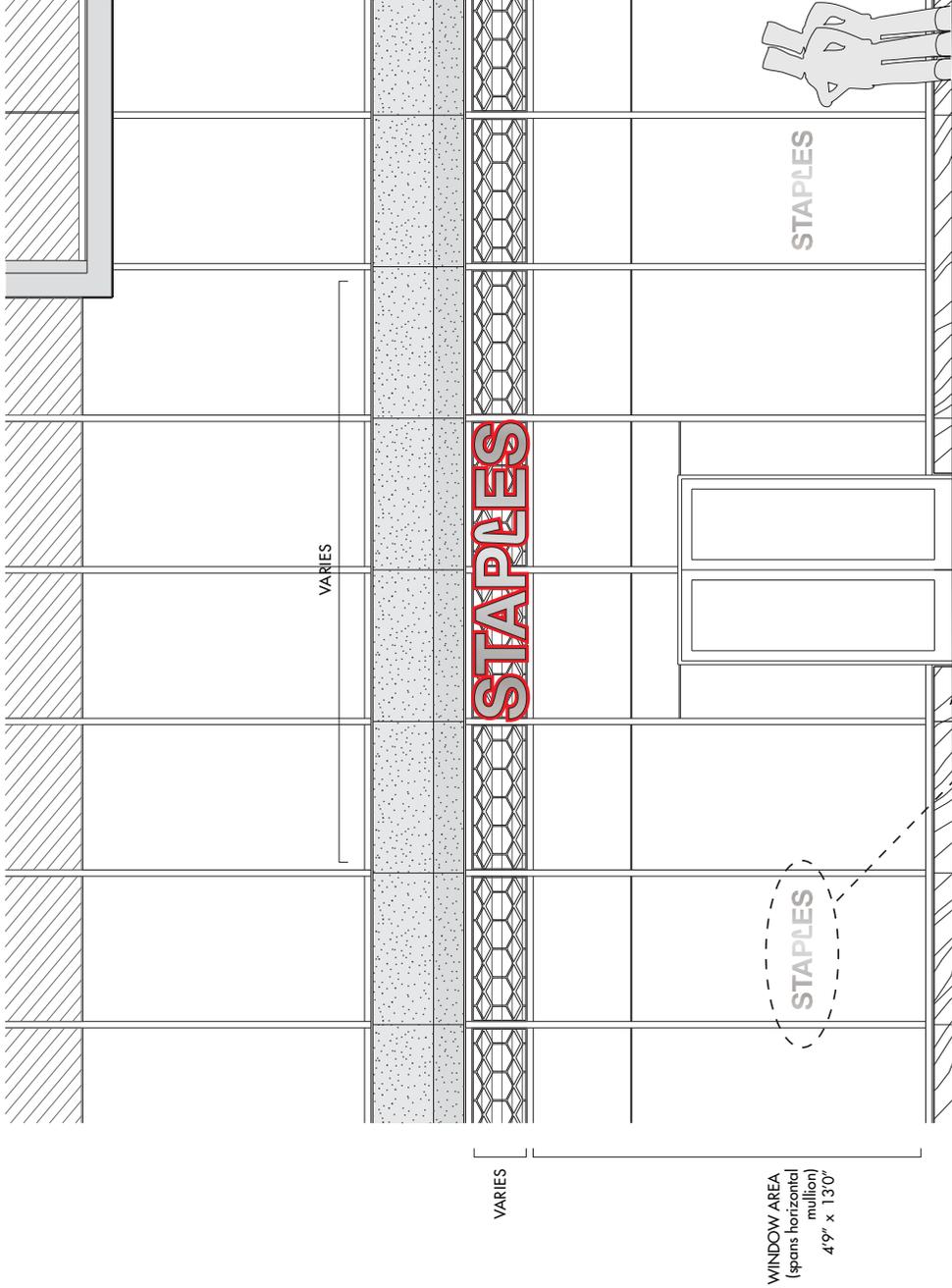
PARKING GARAGE — CLEARANCE BAR
Scale: 1/4" = 1'0"

SIGN LOCATION	5
SIZE	6.5" x 80"
SQUARE FEET	3.6 sq ft



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NOTE:
 RETAILER TEXT AND LOGO
 FOR VISUAL PLACEMENT ONLY.
 ACTUAL RETAILER/ART TO BE DETERMINED
 FINAL FABRICATION MATERIALS TO BE
 DETERMINED BY INDIVIDUAL RETAILER.

**SIGNAGE
 FABRICATION SPECIFICATIONS**
 RETAIL ID ENTRANCE SIGN (R) SHOWN
 18" High x 4" Deep Profile, Reverse channel halo
 illuminated letters painted metallic silver all sides or
 branding colors of retailer.
 White LED illumination.
 1/2" thick Frosted Acrylic letterbacks in eggshell finish.
 Retail Sign hangs below canopy from stabilizer plate.
 Final retail logo will vary.

RETAIL WINDOW VINYL (RV)
 Vinyl Logos adhered to reverse side of glass.
 Size, color and location to be determined by retailer.
 Not to exceed 20% of total window area

EACH RETAILER GETS 1 SQ FT
 SIGNAGE PER LINEAR FOOT OF
 RETAIL FRONTAGE WHICH INCLUDES
 ONE ENTRANCE IDENTIFICATION SIGN
 PER FRONTAGE

SIGN LOCATION	R (TYPICAL)
SIZE	18" x 15'0"
SQUARE FEET	22.5 sq ft shown

SIGN LOCATION	RV (TYPICAL)
SIZE	24" x 36"
SQUARE FEET	6 sqft shown

RETAIL IDENTIFICATION — EAST ELEVATION
 Scale: 1/4" = 1'0"

Window sign art, size, color and location to be determined by retailer.
 Not to exceed 20% of total window area



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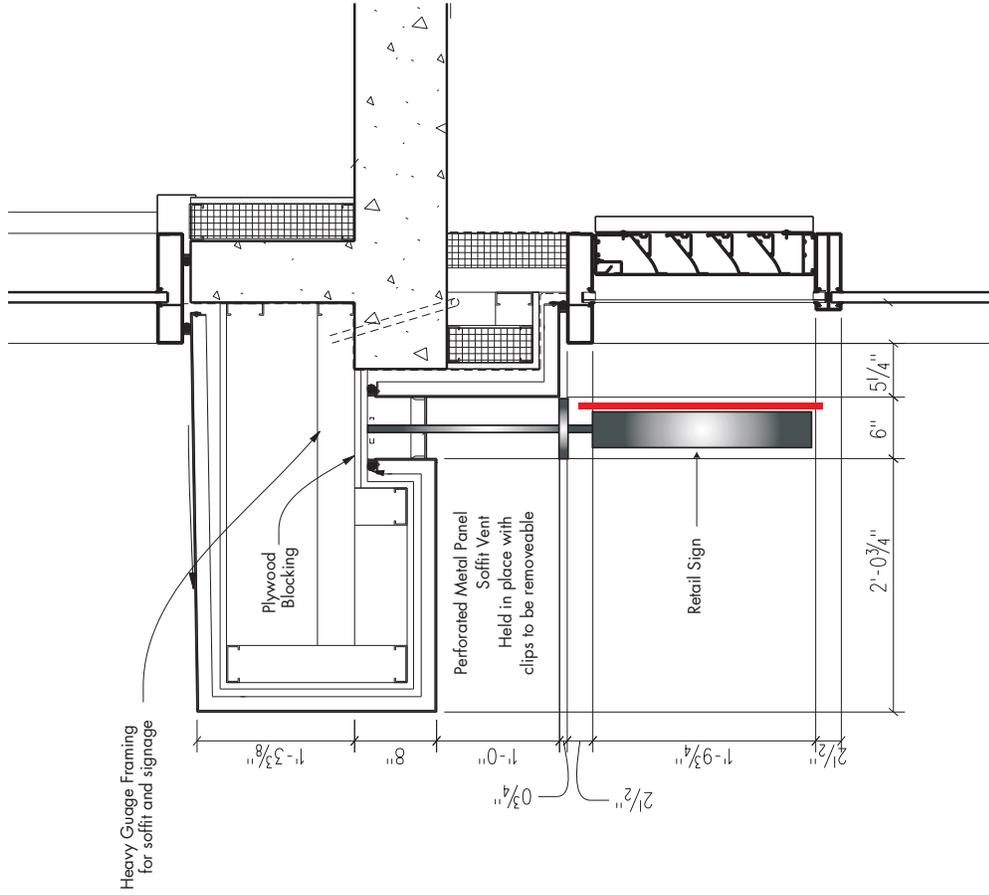


COOPER CARRY

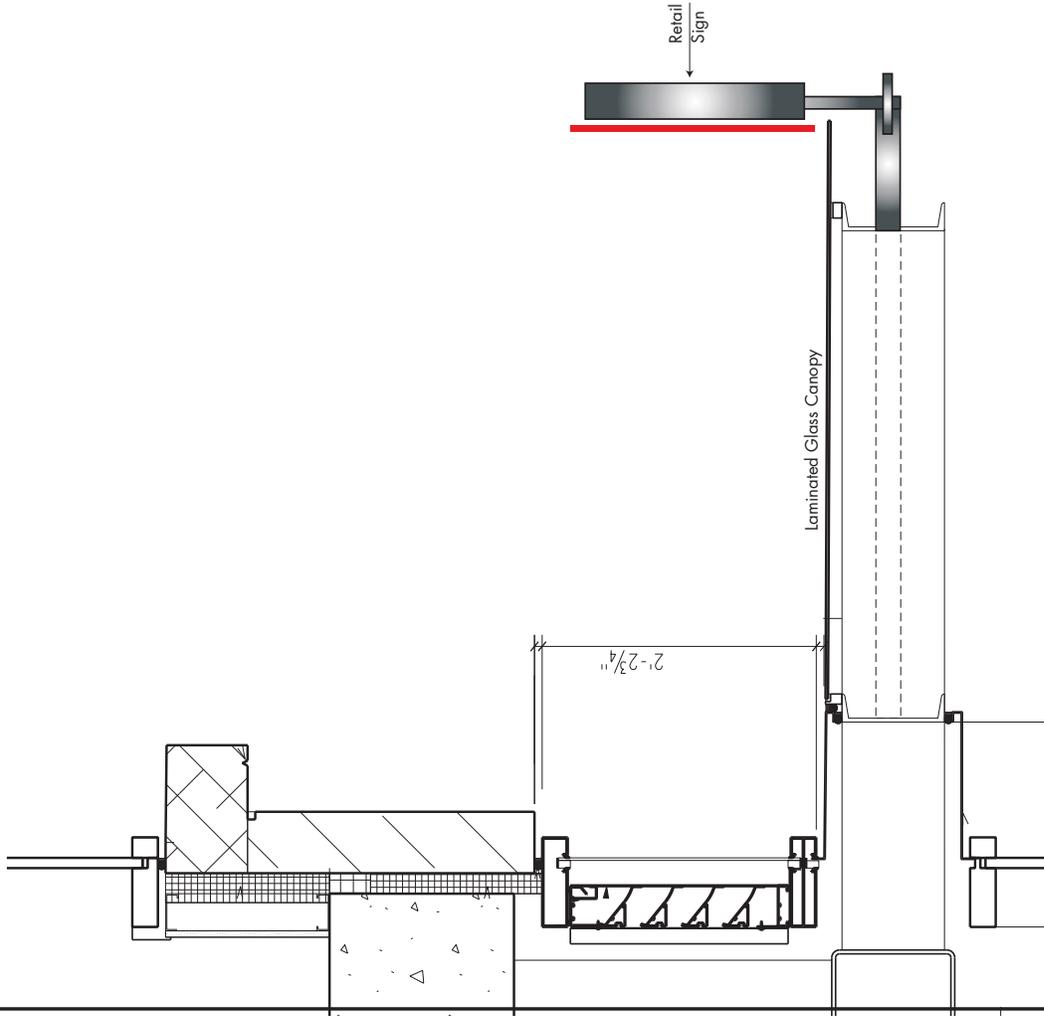


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CONNECTION DETAIL (GLEBE RD)
Scale: 1" = 1'0"



CONNECTION DETAIL (WILSON BLVD)
Scale: 1" = 1'0"

SIGN LOCATION	R (TYPICAL)
SIZE	18" x 150"
SQUARE FEET	22.5 sq ft



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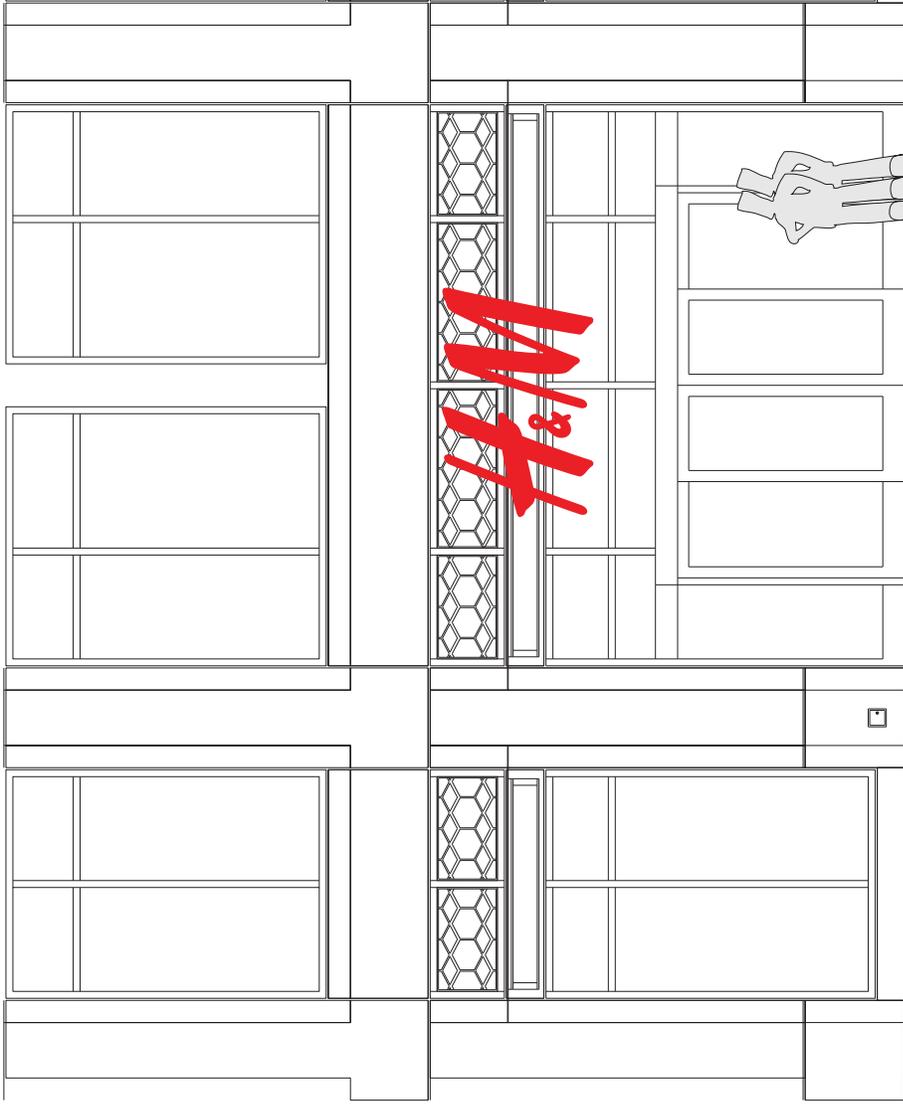
NOTE:
RETAILER TEXT AND LOGO FOR VISUAL PLACEMENT ONLY.

ACTUAL RETAILER/ART TO BE DETERMINED

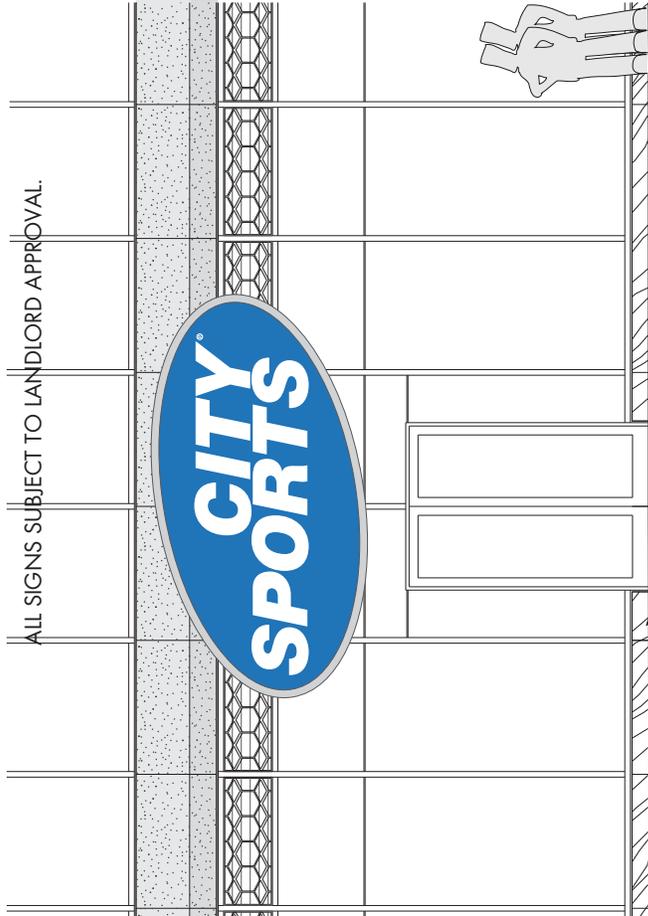
FINAL FABRICATION MATERIALS TO BE DETERMINED BY
INDIVIDUAL RETAILER.

SIZE, COLOR AND SHAPE WILL VARY

ALL SIGNS SUBJECT TO LANDLORD APPROVAL.



SOUTH ELEVATION — GLEBE ROAD



EAST ELEVATION — WILSON BLVD

RETAIL ENTRANCE SIGN SHALL VARY
Scale: NTS



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COOPER CARRY



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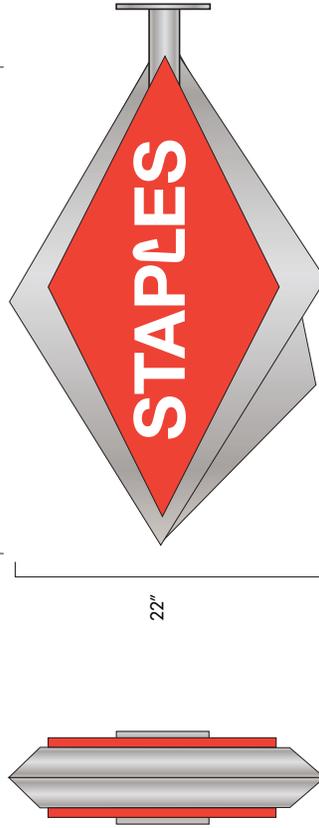


12" Maximum

42" Maximum into street right of way

30"

22"



NOTE:
RETAILER TEXT AND LOGO
FOR VISUAL PLACEMENT ONLY.

ACTUAL RETAILER/ART
TO BE DETERMINED

FINAL FABRICATION MATERIALS
TO BE DETERMINED BY
INDIVIDUAL RETAILER.

SIZE, COLOR AND SHAPE WILL VARY

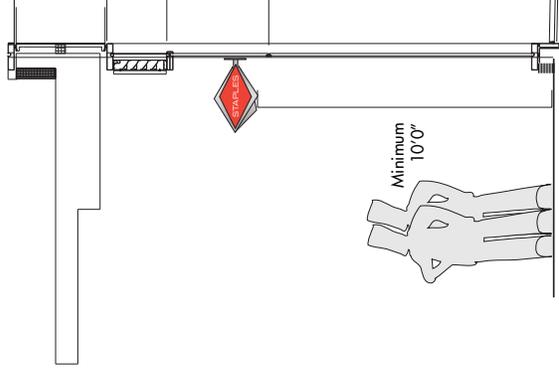
ALL SIGNS SUBJECT TO
LANDLORD APPROVAL.

RETAIL BLADE SIGN — WILSON BLVD ONLY
Scale: 1/8" = 1"

SIGN LOCATION	RB (TYPICAL)
SIZE	30" x 22"
SQUARE FEET	4.5 sq ft shown



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BLADE SIGN INSTALLATION ELEVATION
Scale: 1/4" = 1'0"

**SIGNAGE
FABRICATION SPECIFICATIONS**

Internally illuminated blade signs. Logo in brand ID color.

Brushed stainless steel sign mounting structure with internally illuminated logo of retailer.

MOUNTING

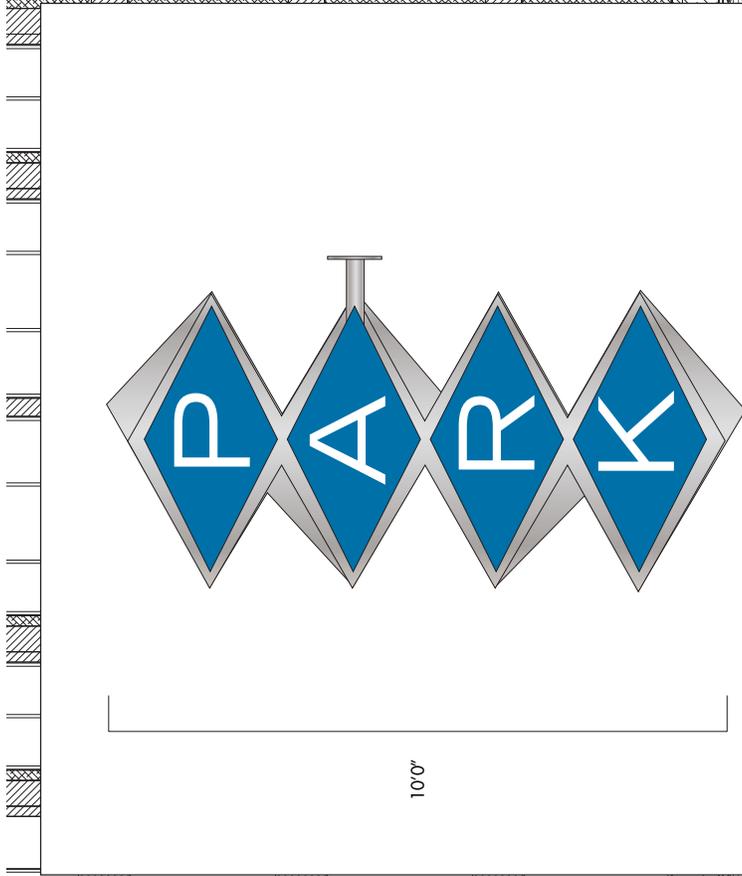
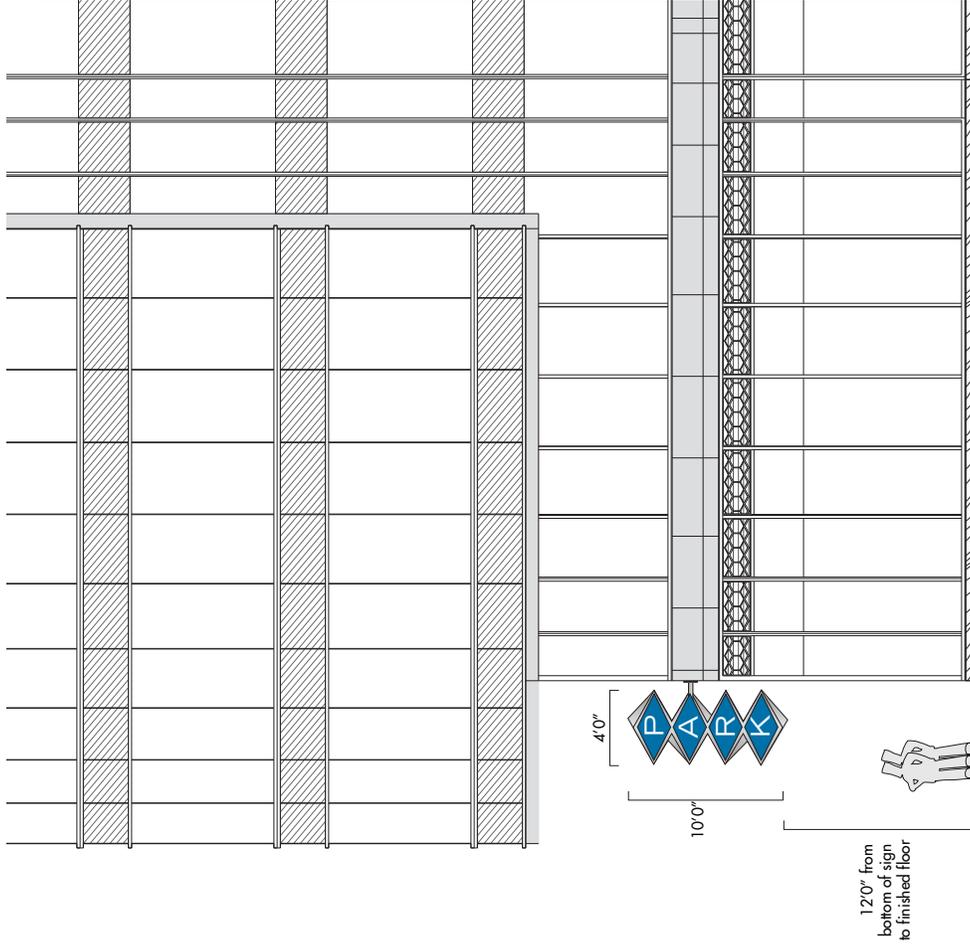
Mounts to column. On center of column.
Minimum 10'0" clearance from bottom of sign to sidewalk.

STRUCTURE

.080 thk. sign panels to be welded securely to frame sides.
Internal structural tube frame. (Include in Shop Drawings)
All edges must be finished smooth, and excess weld to be ground off for seamless edge to edge finish.
Materials may vary.

ILLUMINATED PANEL

Internally illuminated. Field of sign opaque with logo of retailer to be illuminated.



SIGNAGE FABRICATION SPECIFICATIONS

4' x 10' Internally illuminated diamond sculptural PARK sign. Diamonds to illuminate blue to match blue glass architectural diamond detail with white acrylic pushthru letters and brushed stainless steel sign structure. Sign is double sided

Attachment to building detail by architect.

NOTE

Details shown on drawings shall be followed for exterior appearance. Fabricator responsible for engineering and shop drawings for approval prior to fabrication. Fabricator responsible for the quality of all materials and workmanship required for the execution of this sign

DIAMOND SHAPE STRUCTURE

.080 thk. sign panels to be welded securely to frame sides. Internal structural tube frame. (Include in Shop Drawings) All edges must be finished smooth, and excess weld to be ground off for seamless edge to edge finish.

VENTS if required (Include in Shop Drawings)

ELECTRICAL

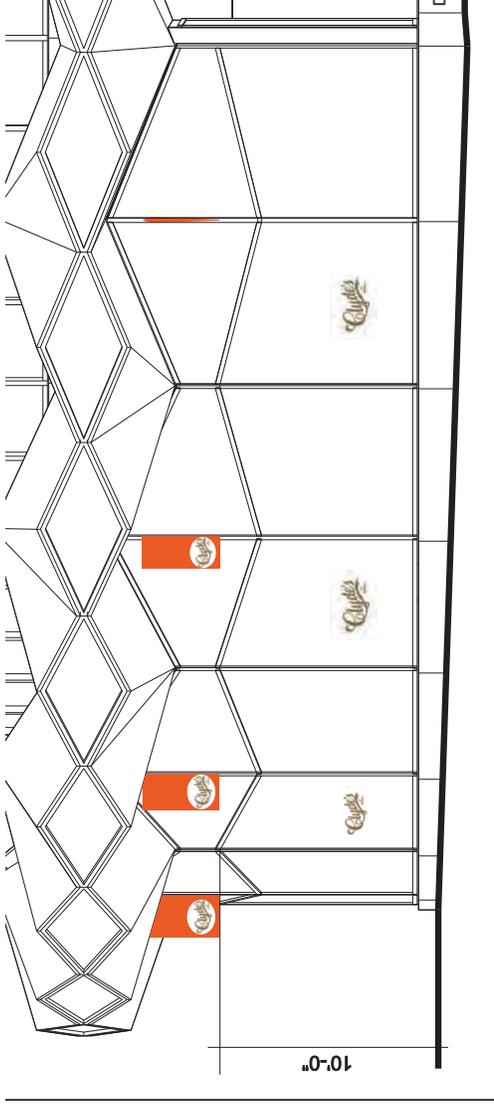
Show all electrical wiring as required in shop drawings.

PARKING GARAGE WAYFINDING SIGN — NORTH ELEVATION
Scale: 1/8" = 1'0"

SIGN LOCATION	7
SIZE	48' x 100"
SQUARE FEET	40 sq ft



800 North Glebe
The JBG Companies
Signage and Wayfinding
Comprehensive Signage Plan

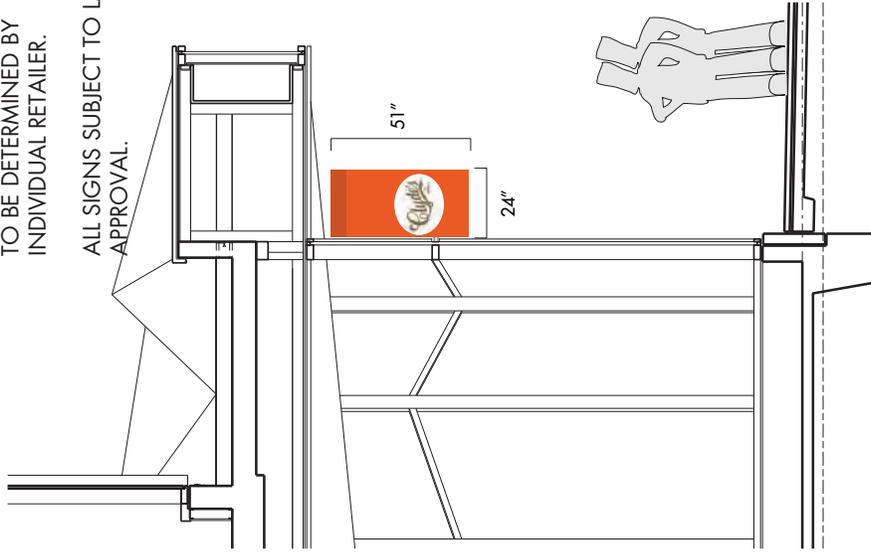


NOTE:
RETAILER TEXT AND LOGO
FOR VISUAL PLACEMENT ONLY.

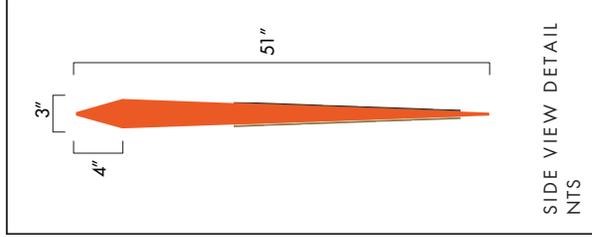
ACTUAL RETAILER/ART
TO BE DETERMINED

FINAL FABRICATION MATERIALS
TO BE DETERMINED BY
INDIVIDUAL RETAILER.

ALL SIGNS SUBJECT TO LANDLORD
APPROVAL.



RESTAURANT IDENTIFICATION SIGNAGE — ELEVATION
Scale: 1/4" = 1'0"



**SIGNAGE
FABRICATION SPECIFICATIONS**

24" x 51" Painted fabricated aluminum projection sign.
Two-sided; Non-illuminated; Five total.

GRAPHICS

1/4" thick logo graphics adhered to painted aluminum sign
Colors and logo graphics be determined.
Shown for placement only.

MOUNTING

Mounts below diamond canopy.
Attaches to mullion.
Minimum 1070" clearance from
bottom of sign to sidewalk.

NOTE

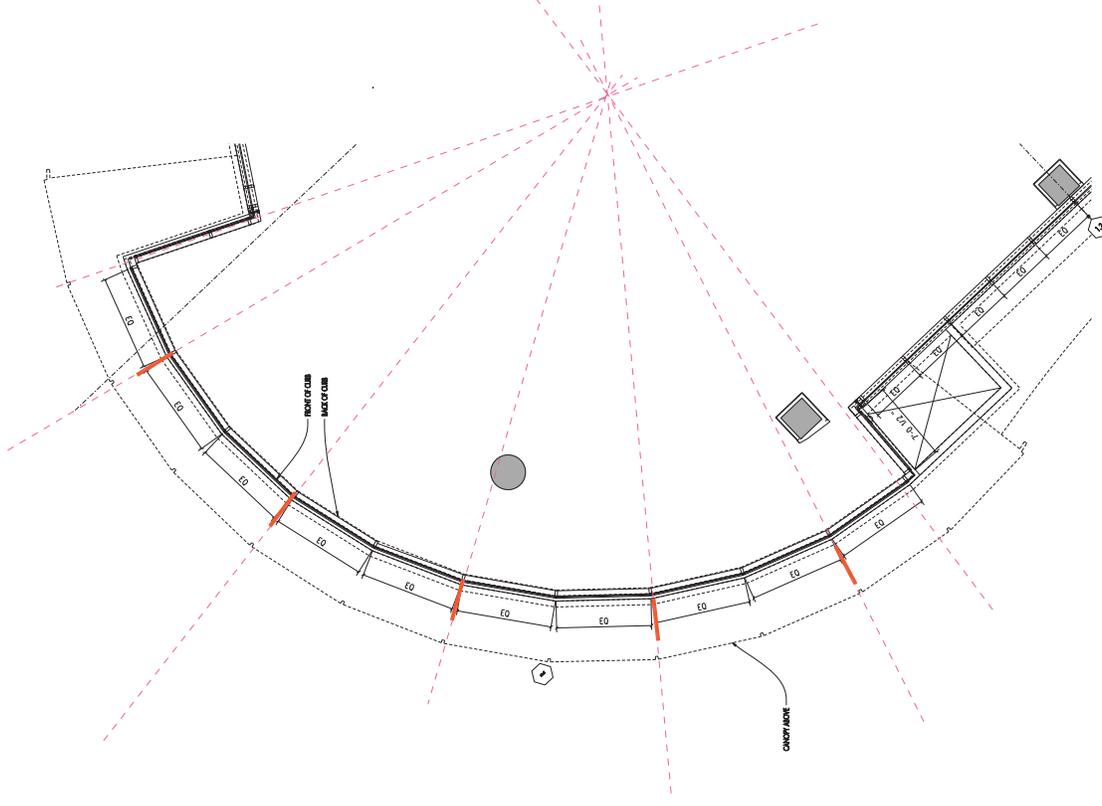
Details shown on drawings shall be followed for
exterior appearance.
Fabricator responsible for engineering and shop drawings
for approval prior to fabrication. Fabricator responsible for
the quality of all materials and workmanship required
for the execution of this sign

SIGN LOCATION	SIZE	SQUARE FEET
S	24" x 51" each	8.5 sq ft each

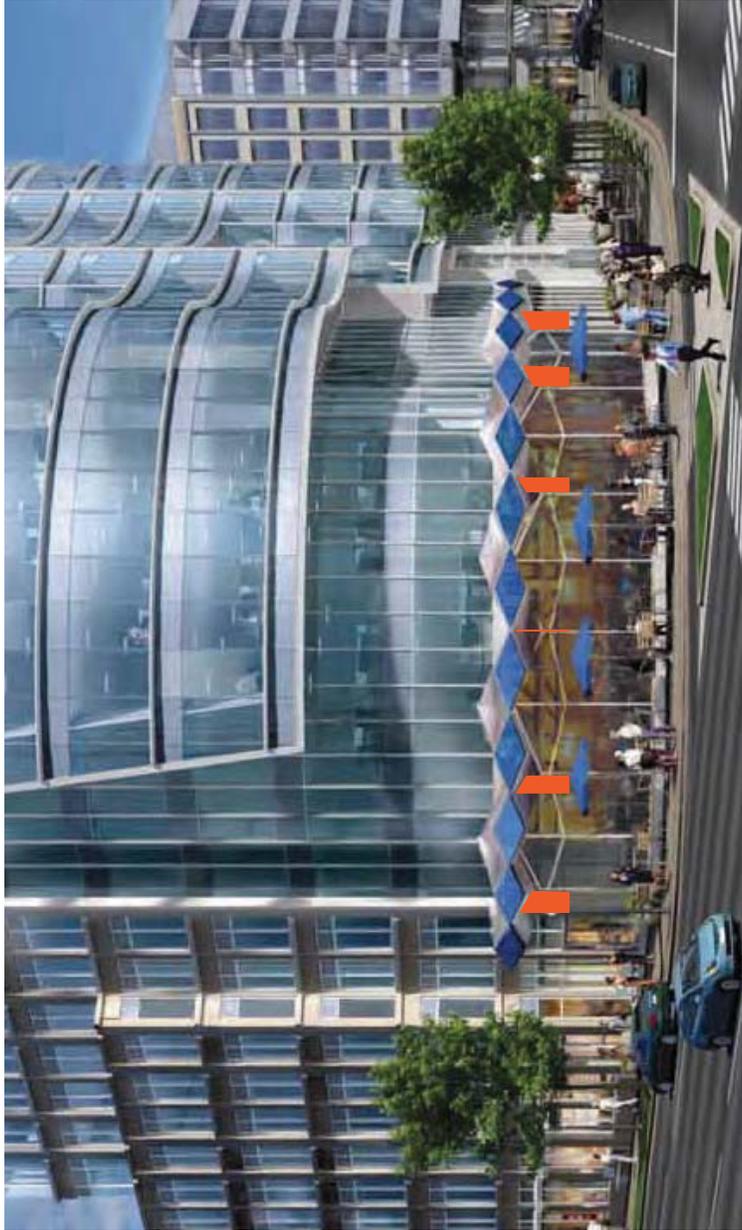


800 North Glebe
The JBG Companies

Signage and Wayfinding
Comprehensive Signage Plan



PARTIAL PLAN — LEVEL 1
NTS



RESTAURANT IDENTIFICATION SIGN ILLUSTRATION
NTS

SIGN LOCATION	S
SIZE	24" x 51" each
SQUARE FEET	8.5 sq ft each



800 North Glebe
The JBG Companies

Signage and Wayfinding
Comprehensive Signage Plan



8000 NORTH GLEBE



PMS 286
(Glass/Diamonds)
(Parking Sign)



PMS 296
(Logo Brand)



SIGNAGE BLUE AND BRANDING BLUE

COLOR SWATCHES

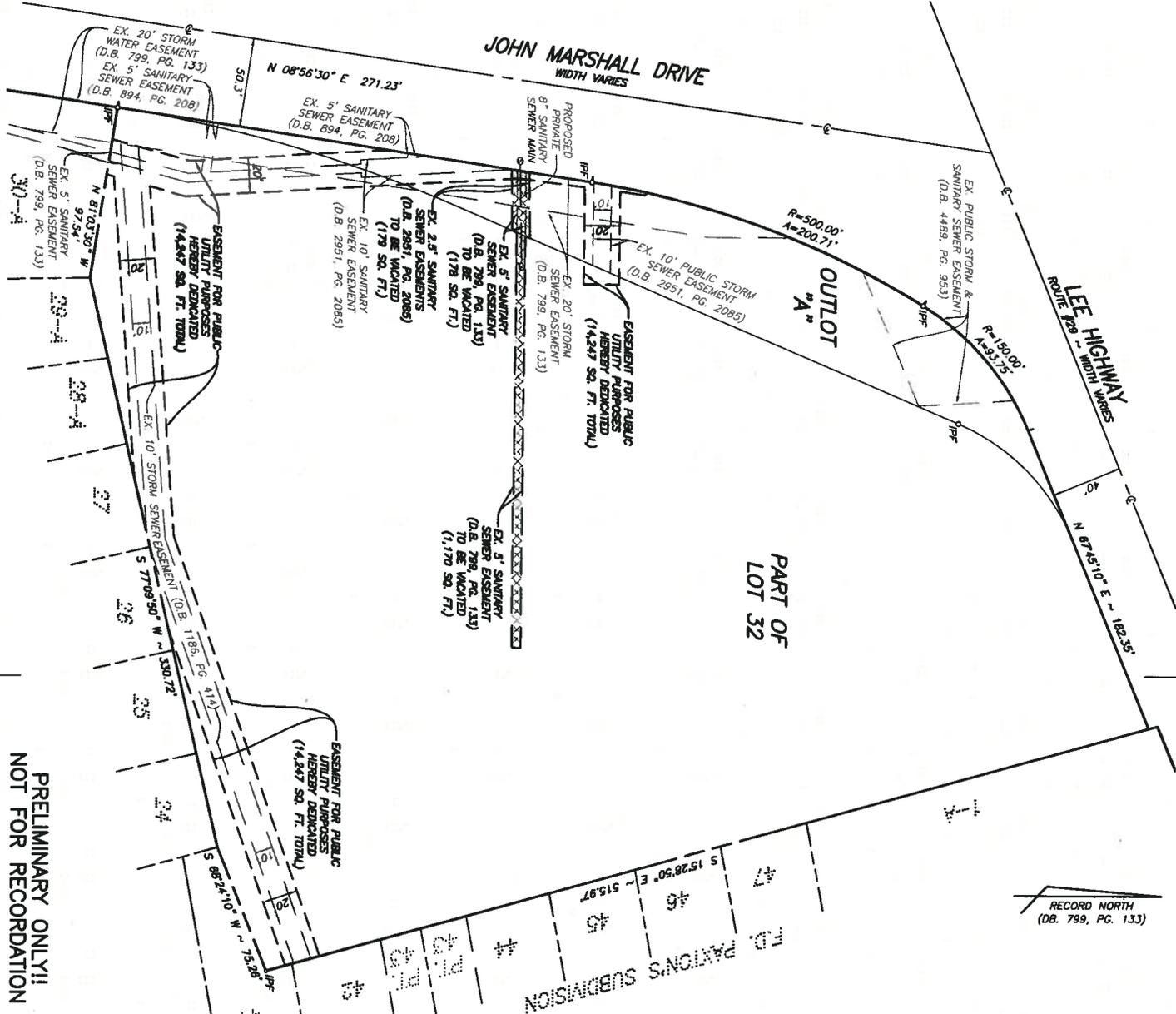
EXHIBIT A

RECORD NORTH
(D.B. 799, PG. 133)

RECORD NORTH
(D.B. 799, PG. 133)

JOHN MARSHALL DRIVE
WIDTH VARIES

LEE HIGHWAY
ROUTE 799 - WIDTH VARIES



PRELIMINARY ONLY!!!
NOT FOR RECORDATION

RECORD NORTH
(D.B. 799, PG. 133)

RECORD NORTH
(D.B. 799, PG. 133)

GENERAL NOTES:

1. RPC: 11001027
2. ZONE: R-6
3. OWNER: OVERLEE COMMUNITY ASSOCIATION, INC.
PO BOX 5346
ARLINGTON, VA 22205
D.B. 1281, PG. 201
4. PT. LOT 32 AREA = 175,776 SQ. FT. OR 4.0353 ACRES
OUTLOT "A" AREA = 18,397 SQ. FT. OR 0.4223 ACRES
5. TITLE REPORT FURNISHED BY WALKER TITLE, LLC, CASE NUMBER A1001785, DATED OCTOBER 28, 2010 AND IS RELED UPON BY THE SURVEYOR TO BE ACCURATE.
6. PLAT SUBJECT TO RESTRICTIONS OF RECORD.

EASEMENT AREA TABULATION:

TOTAL EASEMENT AREA VACATED = 1,527 SQ. FT.
TOTAL EASEMENT AREA DEDICATED = 14,247 SQ. FT.

OUTLOT A
EASEMENT AREA VACATED = 357 SQ. FT.
EASEMENT AREA DEDICATED = 2,336 SQ. FT.

PART OF LOT 32, CRESTDALE
EASEMENT AREA VACATED = 1,170 SQ. FT.
EASEMENT AREA DEDICATED = 11,911 SQ. FT.



**PRELIMINARY PLAT SHOWING
VACATION OF A PORTION OF A
5' AND 10' SANITARY SEWER
EASEMENT AND THE DEDICATION
OF VARIOUS EASEMENTS FOR
PUBLIC UTILITIES PURPOSES
ON
PART OF LOT 32
ON
CRESTDALE**

(REC'D IN DEED BOOK 799, PAGE 133)
AND OUTLOT "A", BEING AN
ABANDONED PORTION OF JOHN
MARSHALL DRIVE
ARLINGTON COUNTY, VIRGINIA
SCALE: 1" = 40' DATE: NOVEMBER 17, 2011

RCF FIELDS, R. & ASSOCIATES
A PROFESSIONAL CORPORATION

● LAND SURVEYING ● SITE PLANNING ● SUBDIVISION DESIGN
730 S. Washington St. Alexandria, Virginia 22314 (703) 549-6422

COMP.	T.G.
DRAWN	DJO
CHECKED	R.C.F.

DEED OF LEASE

BETWEEN

CULPEPPER GARDEN I, INCORPORATED

AND

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

Location:

Culpepper Garden Apartments
4435 North Pershing Drive
Arlington, Virginia 22203

DEED OF LEASE

This Deed of Lease (the "Lease") is made this _____ day of _____, 2011, between **CULPEPPER GARDEN I, INCORPORATED**, a Virginia corporation (hereinafter referred to as "Landlord" or "Culpepper Garden"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (hereinafter referred to as "Tenant" or "County"). The Parties are jointly referred to herein as the "Parties".

RECITALS

WHEREAS, Landlord is the owner of that certain property located at 4435 N. Pershing Drive, Arlington, Virginia, 22203, RPC #20-024-238, and further described as Parcel A, Resubdivision of Parcel A, Culpepper Garden, Arlington Virginia (the "Property"), upon which Property is located a retirement housing facility (the "Building");

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement dated December 20, 2000, for 8,240 square feet of rentable space in the Building, along with the right to jointly use 1,711 square feet of space, that will expire on December 31, 2011;

WHEREAS, Landlord desires to lease a portion of the Building to Tenant, together with the right to use a certain Joint Use Area, as defined hereinafter, for the purposes provided in this Lease.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SPECIFIC PROVISIONS

1.1 GRANT OF LEASE; LEASED PREMISES.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, approximately 8,240 square feet in the basement of the Building, designated as Rooms One (1) through Four (4), inclusive, Hobby Rooms One (1) and Two (2), the Auditorium, offices and closets therein, all of which are depicted on a floor plan attached hereto as "Exhibit A" ("Leased Premises"), which is hereby made a part of this Lease, together with the right to jointly use with Landlord, on a non-exclusive basis, approximately 1,711 square feet designated as "Joint Use Area", depicted on the floor plan.

1.2 TERM/COMMENCEMENT.

The initial term of this Lease shall commence on January 1, 2012 (the "Commencement Date"), and shall expire at 12:00 midnight on December 31, 2016 (the "Initial Term"), unless sooner terminated or extended in accordance with the provisions of this Lease.

1.3 RIGHT TO RENEW

(a) Renewal Term. So long as Tenant is not in default under the terms of this Lease beyond any applicable notice and cure period, the Tenant has the right to renew this Lease for one additional five (5) year period, beginning on the expiration of the Initial Term (the renewal period shall hereinafter be referred to as the "Renewal Term"), upon Tenant giving to Landlord a written notice of Tenant's intention to renew at least ninety days (90) days prior to the expiration of the Initial Term. The Renewal Term shall automatically commence on the day following the Initial Term expiration date in

effect immediately prior to such Renewal Term, and all the terms and conditions of the Lease shall continue to apply during the Renewal Term, as if the Initial Term had originally included such Renewal Term. The Initial Term and the Renewal Term are collectively referred to hereinafter as the "Term." The date the Term ends is referred to as "Expiration Date."

1.4 TENANT'S HOLDOVER

If Tenant continues to remain in the Leased Premises after the expiration of the Initial Term (without Tenant having exercised its right to renew this Lease) or after the Renewal Term, then Tenant shall become a tenant from month-to-month, commencing said monthly tenancy with the first day next following the end of the Initial Term or the Renewal Term, as applicable. All other terms and conditions of this Lease shall apply to any holdover period(s). In the event of such a holdover, Tenant shall give to Landlord at least thirty (30) days written notice of any intention to quit the Leased Premises. Landlord shall give to Tenant thirty (30) days prior written notice for Tenant to quit the Leased Premises.

1.5 STANDARD SENIOR CENTER OPERATING DAYS AND HOURS

The standard Senior Center operating days and hours, are as follows: 8:30 a.m. to 4:30 p.m. Monday – Saturday, and additional evening hours as scheduled by Tenant with Landlord (exclusive of legal public holidays recognized as work holidays by the Arlington County government). The standard Senior Center operating days and hours may be changed from time to time by Tenant upon written notice to Landlord, as provided in Section 1.7. Notwithstanding the foregoing, nothing in this section shall be deemed to impose an obligation upon Tenant to remain open and operating at any time.

1.6 USE OF LEASED PREMISES

(a) Senior Center. Tenant shall have use of the exclusive Leased Premises eight (8) hours per day, six (6) days a week for the operation of a Senior Center, and for other programs and purposes, for the benefit of the residents of the Building and the general public, collectively called "Program Activities". Landlord may request use of the Leased Premises from Tenant when the Leased Premises is not being used by Tenant during the above referenced (8) eight hours per day period as well as afterhours. At Tenant's option, Tenant may allow Landlord to use the Leased Premises.

(b) Joint Use Areas. The areas designated on the floor plan (Exhibit A to this Lease) as "Joint Use Areas", including the Janitor Closet, the hallway, and the Men's and Women's restrooms, shall be used jointly by the Parties, with the primary maintenance and responsibility as set forth in Section 4 herein.

1.7 NOTICES

(a) Addresses for notices to Tenant, before and after the Commencement Date:

County Manager
Arlington County, VA
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201

with a required copy to:

Real Estate Bureau Chief
Arlington County, VA
Department of Environmental Services
Real Estate Bureau
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

with a required copy to: Department Director
Arlington County, VA
Department of Parks, Recreation & Community Resources
2100 Clarendon Boulevard, Suite 414
Arlington, Virginia 22201

with a required copy to: Office of Senior Adult Programs
Arlington County, Virginia
Attn: Program Manager
300 N. Park Drive
Arlington, Virginia 22203

(b) Address for notices to Landlord:
Executive Director
Culpepper Garden
4435 North Pershing Drive
Arlington, VA 22203-2701

(c) Addresses for Notices. All notices required or desired to be given hereunder by either party to the other shall be in writing and personally delivered or given by overnight express delivery service or by certified or registered mail (delivery and/or postage charges prepaid) and addressed as specified in Section 1.7(a) or (b). Either party may, by written notice, designate a new address to which notices shall be directed.

(d) Effective Date of Notice. Notices personally delivered shall be deemed effective upon delivery; notices sent by certified or registered mail shall be deemed effective upon the earlier of (i) the date of receipt or rejection by the addressee, or (ii) three (3) days following the date of mailing (excluding Sundays and holidays on which mail is not delivered by the United States Postal Service). Notwithstanding the foregoing, any notice pertaining to a change of address of a party shall be deemed effective only upon receipt or rejection by the party to whom such notice is sent.

2. GENERAL PROVISIONS.

2.1 Rent. Tenant agrees to pay Landlord annual rent of \$71,140.88, payable in quarterly installments of \$17,785.22, for rental of the Leased Premises and Joint Use Area. Rent payments shall be made in advance; the first payment beginning on January 1, 2012, with subsequent payments due on or before the 1st day of the month every three months thereafter until the Expiration Date. The rent shall increase each calendar year, on the first day of January, by two and one-half percent (2.5%) of the prior years' rent. In the event of a holdover period, Tenant shall not be relieved of the obligation to pay rent.

2.2 Real Estate Taxes. Landlord shall be responsible for payment of all real estate taxes for the Property, including the Leased Premises.

3. TENANT OBLIGATIONS.

3.1 Upkeep of Leased Premises. Tenant shall be responsible to keep the Leased Premises and the fixtures and equipment therein in a clean condition and will cause no waste or injury thereto. Tenant will not use or permit the Leased Premises or any part thereof to be used for any purposes that unreasonably interfere with the use and enjoyment of the residents of the Building. Tenant will not do, or permit anything to be done in the Leased Premises or on the Property, which the Tenant is advised in writing by Landlord will increase the normal, customary rate of fire or other insurance on the Property,

or conflict with fire laws or regulations, ordinary, usual and customary insurance restrictions, or with ordinary, usual and customary insurance policies upon said Property or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate government authority. Tenant agrees not to hinder the Landlord, its agents or employees in performing its obligations under the Lease.

3.2 Alterations and Alteration Requirements. Except as permitted in Sections 5.3 and 5.4 hereof, Tenant will not, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed: i) make any structural alterations; ii) install any equipment of any kind or nature which will or may necessitate any changes, replacements or additions to the water, plumbing, heating, air-conditioning or electrical systems serving the Leased Premises; or iii) modify or interfere with the heating, ventilating and air-conditioning systems.

3.3 Notice of Defects and Damage. Tenant agrees to give Landlord notice of any defects or damage apparent and known to Tenant within the Leased Premises and to allow Landlord access to the Leased Premises at any reasonable time for purposes of inspection, maintenance and repair. Failure by Tenant to give such notice shall not relieve Landlord of its independent obligations under this Lease and its obligations otherwise imposed by Landlord by law. The exercise of Landlord's rights under this paragraph shall not adversely affect Tenant's use of the Leased Premises, or any portion thereof. If in exercising its rights under this paragraph, the Leased Premises, or a portion thereof becomes unusable, and Tenant ceases to use the Leased Premises or any portion thereof, as a result of such interference, then the Tenant shall be entitled to a proportionate abatement of Rent until Tenant can once again use the Leased Premises, or portion thereof, if applicable. The Landlord will not be responsible for any defects or damage caused solely by Tenant.

3.4 Condition of Leased Premises Upon Surrender. At all times during the Term, Tenant will suffer no waste, injury, or damage to the Leased Premises, and Tenant will, at the expiration or other termination of the Term, surrender and deliver up the Leased Premises and any Alterations thereto in good order and repair, free of any damage caused solely by Tenant, and in the condition delivered to Tenant on the Commencement Date, ordinary wear and tear excepted, subject to the provisions of Section 7, damage by casualty excepted. Landlord will not be responsible for any damage caused solely by Tenant.

4. LANDLORD OBLIGATIONS.

4.1 Utilities. Landlord, at its sole cost and expense, is responsible for directly contracting with and paying, in Landlord's own name, electrical, gas, and water/sewer utility providers for connection and ongoing service fees to supply the Leased Premises with electrical, gas and water/sewer service.

4.2 Heat, Ventilation and HVAC. During the Senior Center operating hours set forth in Section 1.5, Landlord shall maintain the temperature in the Leased Premises and Joint Use Area between 70 to 74 degrees, inclusive, from October 15 through April 14, and between 70 to 76 degrees, inclusive, from April 15 through October 14.

4.3 Elevator Service. Landlord, at its sole cost and expense, shall provide elevator service for the Program Activities at all times, except for necessary repairs, maintenance or inspections, which may require a temporary interruption in operations of the elevators from time to time.

4.4 Maintenance and Repair. Landlord, at its sole cost and expense, shall maintain, repair and replace in the Leased Premises and Joint Use Areas all electrical, mechanical, plumbing, and safety systems, windows, doors, walls and wall coverings, floor, floor coverings, ceilings and venetian blinds,

and all lighting fixtures, including the replacement of light bulbs, provided such repair or replacement is not necessitated as a result of damage caused solely by Tenant, normal wear and tear excepted. To the extent the repair or replacement is necessitated as a result of damage caused solely by Tenant, Tenant will reimburse Landlord for the reasonable cost, verified by receipts, of the repair or replacement. Upon Tenant's request, Landlord shall replace the carpeting/flooring in the Leased Premises and Joint Use Area, if necessary due to significant staining, soiling, leakage or flooding not a result of Tenant's actions. At least twice a year, Landlord shall wash the inside and outside glass of all windows in the Leased Premises and Joint Use Area. Upon Tenant notifying Landlord of the need for touch-up painting in the Leased Premises or Joint Use Area, Landlord shall perform such work at Landlord's sole cost. Landlord's work to fulfill its maintenance and repair obligations in this Lease shall be commenced and completed as soon as possible after notification to Landlord by Tenant using quality materials and good workmanship, in accordance with all applicable laws, codes, ordinances, rules and regulations. Any temporary repair made by Landlord shall be reported by Landlord to the Tenant as being a temporary repair, and Landlord agrees to provide Tenant with a written schedule for the permanent repair and do the work in accordance with the schedule. Landlord agrees to track the status of all maintenance, repair and replacement requests and report monthly to the Tenant on all open and completed requests. Landlord and Tenant agree that, for all maintenance, repair and replacement requests, Tenant shall use the Work Order system utilized by the Landlord and activated through the front desk on the main level of Culpepper Garden, a copy of which Work Order is attached hereto as Exhibit B. Except for emergencies, Landlord will give Tenant at least three (3) days prior written notice of the commencement of any work, which work may affect or interrupt utilities or other services furnished by the Landlord to the Leased Premises and Joint Use Area.

4.5 Cleaning Joint Use Area. Landlord, at its sole cost and expense, shall clean the Joint Use Area, as needed, but at least twice a day, by 9 a.m. and 4 p.m., excluding holidays and weekends. Landlord agrees to clean the Joint Use Area as needed on holidays and weekends. No items will be stored for any period of time in the Joint Use Area, except in closets.

4.6 Pest Control. Landlord, at its sole cost and expense, shall have the Leased Premises and Joint Use Area inspected for evidence of pest infestation on a monthly basis by a licensed pest control company. If the inspection reveals the presence of pests, then Landlord, at Landlord's sole cost and expense, shall have the Leased Premises and Joint Use Area treated as necessary. If pest control treatments prove to be inadequate or ineffective, or if Tenant reports the presence of pests to Landlord, then at Tenant's request, within three (3) business days, Landlord, at Landlord's sole cost and expense, shall perform pest control treatments as necessary to control and eliminate the infestation.

4.7 Trash Removal and Recycling. Landlord shall, at its sole cost and expense, remove trash and recyclable materials from the Property, as needed, but in no event less than three times a week. All trash shall be placed in dumpsters; all recyclable materials shall be placed in appropriate marked containers. Landlord covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of the federal, state, county, municipal and local governments, departments, commissions, agencies and boards regarding the collection, sorting, separation and recycling of trash.

4.8 Sidewalks, Parking Areas, Driveways and Other Common Areas. Landlord, at its sole cost and expense, shall maintain, repair and replace, as needed, all sidewalks, parking areas, driveways, landscaping and other common areas on the Property, including removal of snow and ice, which shall be removed as soon as possible but within twenty-four hours on Monday through Friday, and during Program Activities in the Leased Premises. Landlord shall consult with Tenant when conditions prevent

timely removal. In no event shall ice and snow remain on sidewalks, parking areas and driveways for more than 24 hours after the cessation of such snow fall or freezing. Landlord shall keep sidewalks, parking areas, driveways and other common areas free and clear of trash and debris.

4.9 Custodial Service. Landlord shall provide, at Landlord's sole cost and expense, up to ten (10) hours per month of custodial time, on weekdays between the hours of 8 a.m. and 4:30 p.m., to the Tenant at Tenant's request, for the setup and breakdown of tables, chairs and other equipment, and for cleaning in the Leased Premises. Except for emergencies, Tenant shall provide at least twenty-four hours notice to Landlord's of Tenant's need for custodial time. Landlord may bill the Tenant for custodial time, requested in writing by Tenant for hours exceeding 10 hours per month at the rate of \$20.00 per hour, billable in quarterly hour increments. The Landlord's statement to Tenant shall describe the work performed, dates, and the times to complete the work.

5. USE AND UPKEEP OF LEASED PREMISES

5.1 Use. Tenant is entitled to use and occupy the Leased Premises, and the Joint Use Area, for one or more of the purposes specified in Section 1.6. The Tenant shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, ordinances and regulations, including, but not limited to, the ADA, and smoking regulations during use of the Leased Premises. Landlord shall use and occupy the remainder of the Property and shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, or ordinances and regulations, including but not limited to, the ADA, and smoking regulations. Any material variation or deviation from the specific use expressly set forth in Section 1.6 shall be deemed a default of this Lease.

5.2 Illegal and Prohibited Uses. Neither the Landlord or the Tenant will use or permit the Leased Premises or any part of Culpepper Garden to be used for any unlawful or extra hazardous purpose, including the manufacture of anything therein.

5.3 Alterations.

(a) Alterations Permitted. Tenant may make any non-structural or cosmetic alterations, changes, replacements, repairs, additions or improvements in or to the Leased Premises or any part thereof, and install systems furniture, fixtures and equipment, including storage closets and cabinets in the Leased Premises to conduct its business without the prior written consent of Landlord ("Permitted Alterations"). Such Permitted Alterations shall be at the sole cost of the Tenant. The furniture, fixtures and equipment shall remain the property of the Tenant provided Tenant removes it before the expiration or earlier termination of this Lease. Tenant will repair, or at Tenant's option, promptly reimburse Landlord for the reasonable cost to repair any damage done to the Leased Premises in the removal of the furniture, fixtures and equipment.

(b) Alteration Requirements. Tenant's Permitted Alterations may be done by independent duly qualified, licensed and bonded contractors or by the County's Facilities Management Bureau, at Tenant's discretion, in accordance with all applicable laws, codes, ordinances, rules and regulations, and Tenant shall obtain at its cost any required permits, licenses, registrations, notices, or inspections for performance of its work. Notwithstanding any other term or condition hereof to the contrary, Tenant may perform Permitted Alterations, by hiring any contractor selected by Tenant to perform such Alterations pursuant to the applicable provisions of the Virginia Public Procurement Act and the Arlington County Purchasing Resolution, so long as such contractor is licensed and insured in the Commonwealth of Virginia, evidence of which must be provided to Landlord prior to work commencing.

(c) Compliance with Laws. Landlord represents and warrants that, on the Commencement Date, the Leased Premises shall be in compliance with or shall be made to comply with the requirements of ADA. As used in this Section 6, "ADA" shall mean the Americans with Disabilities Act of 1991, 42 U.S.C. § 12.101 *et seq.*, as amended, and all regulations applicable thereto promulgated as of the date hereof (collectively, "ADA"). Landlord shall maintain barrier-free accessibility to the Leased Premises and Joint Use Area.

In the event that during the Term either Landlord or Tenant shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance (including but not limited to the ADA), to repair, alter, remove, reconstruct, or improve any part of the Leased Premises or of the Building, then the Parties agree to comply with such requirements and each party shall permit the other party to perform such repairs, alterations, removals, reconstructions, or improvements. Any such repairs, alterations, removals, reconstructions or improvements shall be performed by Landlord in such a manner and at such times so as to minimize any interference to Tenant's use and occupancy of the Leased Premises.

Within ten (10) days after receipt, Landlord shall advise Tenant in writing, and provide the Tenant with copies of (as applicable), (i) any notices alleging violation of any law, code or ordinance (including the ADA) relating to any portion of the Leased Premises, including the Joint Use Area, (ii) any claims made or threatened in writing regarding noncompliance with any law, code or ordinance and relating to any portion of the Leased Premises, including the Joint Use Area, or (iii) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with any law, code or ordinance and relating to any portion of the Leased Premises, including the Joint Use Area. No such order or decree or the compliance required therewith shall have any effect whatsoever on the obligations or covenants of Tenant herein contained so long as Landlord promptly corrects any non-compliance pursuant to the terms of this Section 6.5(d).

Notwithstanding any other term or condition to the contrary contained in this Lease, Landlord and Tenant shall be responsible for compliance with any requirements of any board of fire underwriters or similar body relating to areas of the Leased Premises, the Joint Use Area or the Building, or any other law, rule, statute, regulation or ordinance of any governmental agency or body having jurisdiction over the Building (collectively, "Laws"). Both Parties hereby covenant and agree to maintain the Joint Use Area in compliance with all applicable Laws, including but not limited to ADA.

5.4 Tenant Property. Wherever the phrase "Tenant's Property" is used in this Lease, it shall refer to the personal property owned by Tenant and located within the Leased Premises or the Joint Use Area, unless the context clearly requires otherwise. Except as otherwise provided by Section 3, maintenance and repair of Tenant's Property within or related to the Leased Premises and the Joint Use Area shall be the sole responsibility of Tenant.

5.5 Landlord's Right to Perform Tenant's Duties. If repairs required to be made by Tenant pursuant to this Lease become necessary by reason of Tenant's failure to maintain the Leased Premises in good order and condition and in compliance with all applicable laws, orders and regulations, and such failure constitutes a health and/or safety hazard, upon at least ten (10) days prior written notice, then Landlord may, but shall not be obligated to, make such repairs at Tenant's expense. Within thirty (30) days after Landlord renders a bill for the reasonable costs of said repairs, Tenant shall reimburse Landlord for such reasonable costs.

5.6 Tenant's Right to Perform Landlord's Duties. If repairs required to be made by Landlord pursuant to this Lease become necessary by reason of Landlord's failure to maintain the Leased Premises

and Joint Use Area in good order and condition and in compliance with all applicable laws, orders and regulations, and such failure constitutes a health and/or safety hazard, upon at least ten (10) days prior written notice, then Tenant may, but shall not be obligated to, make such repairs at Landlord's expense. Within thirty (30) days after Tenant renders a bill for the reasonable costs of said repairs, Landlord shall reimburse Tenant for such reasonable costs.

6. LIABILITY

6.1 Tenant's Property. Subject to the terms of Section 6.2, Tenant shall assume all risks to Tenant's Property and Alterations in the Leased Premises, and the Landlord, and its Directors, respective agents and employees shall not be liable for any damage to Tenant's Property and Alterations unless caused, in whole or in part, by the gross negligence or willful misconduct of Landlord.

6.2 Tenant Insurance.

(a) Liability Insurance. During the Term, Tenant at its sole cost shall maintain commercial general liability insurance and shall further maintain comprehensive automobile liability insurance covering automobiles owned by Tenant. Landlord shall be named as additional insured on purchased insurance policies required by this Lease, except for Worker's Compensation and automobile liability insurance. All purchased insurance shall insure Landlord with coverage no less in coverage than that necessary to meet Tenant's obligations outlined in provisions set forth in Sections 6.1 and elsewhere in this Lease.

(b) Property Insurance. During the Term, Tenant at its cost shall maintain fire and extended coverage insurance on all Tenant's Property and any Alterations or Permitted Alterations, and all other contents of the Leased Premises in an amount sufficient so that no coinsurance penalty will be applied in case of loss.

(c) Policy Requirements. All insurance required under this Lease (including insurance required to be carried by Landlord pursuant to Section 6.3 below) shall be issued by insurance companies authorized to do business in the jurisdiction where the Building is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best's Key Rating Guide".

(d) Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby mutually waive and release their respective rights of recovery against each other for any loss of its property capable of being insured against by fire and extended coverage insurance or any insurance policy providing property damage coverage, whether carried or not. Each party shall apply to its insurer to obtain said waiver and obtain any special endorsement, if required by its insurer to evidence compliance with the aforementioned waiver, and shall bear the cost therefore. Landlord acknowledges that, as of the date of this Lease, Tenant may have a deductible for property insurance, and that such deductible amount is reasonable in light of Tenant's size, status, and applicable market conditions.

(e) Business Interruption. Neither party, nor their employees, shall have any liability or responsibility for any loss, cost, damage or expense arising out of or due to any interruption of business (regardless of the cause therefore), increased or additional cost of operation of other costs or expenses, whether similar or dissimilar, which are capable of being insured against under business interruption insurance, whether or not carried by such party.

(f) Self-Insurance. Notwithstanding anything to the contrary, in order to comply with Section 6.2 or other provisions of this Lease requiring Tenant to provide insurance coverage, Tenant

shall have the right to self-insure as to all or any portion of the insurance coverage or coverages which would otherwise have been required by a third party insurance carrier.

6.3 Landlord's Insurance. Landlord shall maintain, during the Term of this Lease, property and commercial general liability insurance covering the Building, Joint Use Area, and Leased Premises for all risks. The property insurance shall include fire and extended coverage insurance, covering all structures and improvements. The commercial general liability insurance shall insure against claims for bodily injury and property damage occurring in or about the Building, and shall provide total coverage of types and amounts commensurate with the insurance coverages maintained for comparable properties. Such insurance may be blanketed with other insurance carried by Landlord so long as such blanketing with other insurance does not reduce the amount of insurance available to pay any claim with respect to the Building. Tenant, its officers, elected and appointed officials, and employees are to be named as additional insureds under all coverages maintained by Landlord hereunder except Workers' Compensation, Professional Liability, and Automobile Liability, and the certificate of insurance, or the certified policy must so state. Coverage afforded under this Section 6.3 shall be primary as respects the Tenant, its elected and appointed officials, agents and employees. The following definition of the term "Tenant" applies to all policies issued under the Lease:

“The County Board of Arlington County, Virginia and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body corporate created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers.”

All insurance policies required of both Parties hereunder shall be endorsed to include the following provision: “It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia.” Parties shall provide each other with appropriate certificates of insurance evidencing the coverages required by this Section 6.3 within thirty (30) days after the date of this Lease and thereafter on an annual basis during the Term.

7. DAMAGE

7.1 Fire or Casualty Damage. In the event of damage or destruction of the Leased Premises or a portion thereof by fire or any other casualty, then, except as otherwise provided in Section 7.2, this Lease shall not be terminated, but the Building, including demising partitions and doors, shall be promptly and fully repaired and restored as the case may be by Landlord at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Restoration by Landlord shall not include replacement of Tenant's Property or Alterations performed by Tenant. Tenant shall, at its expense, repair, restore and replace Tenant's Property and all Alterations performed by Tenant. Tenant's restoration, replacement and repair work shall comply with Section 5.3 hereof and Tenant shall maintain adequate insurance on all such replacements, restoration and property pursuant to Section 6.2. It is agreed that in any of the aforesaid events, this Lease shall continue in full force and effect.

7.2 Untenantability.

(a) Restoration Requirements.

(i) If the Leased Premises are substantially or totally destroyed by fire or other casualty so as to be entirely untenable, and if Landlord's independent architect determines that the restoration of the Leased Premises cannot be completed within one hundred eighty (180) days after the date of the fire or other casualty, then Landlord shall have the unconditional right to cancel this Lease in its sole discretion. If Landlord elects not to cancel this Lease, then Landlord's independent architect shall determine and notify Tenant in writing, within sixty (60) days following the fire or other casualty, of the date by which the Leased Premises can be restored by Landlord in accordance with the provisions of Section 7.1. If the date determined by Landlord's independent architect for completion of restoration of the Leased Premises is more than one hundred eighty (180) days after such fire or other casualty, then Tenant shall have the right, to be exercised by giving written notice to Landlord within ten (10) days following receipt of such notice from Landlord, to cancel and terminate this Lease. If the date by which Landlord's independent architect determines it can complete restoration of the Leased Premises as herein provided is less than one hundred eighty (180) days following such fire or other casualty, or Tenant fails to terminate this Lease as herein provided following notification from Landlord that completion of restoration will require more than one hundred eighty (180) days, then this Lease shall remain in full force and effect and Landlord shall commence restoration of the Leased Premises and the Building to the extent of Landlord's obligations as described in Section 7.1. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, for Landlord to reasonably be able to determine the time necessary for completion of the restoration and for other such delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Any delays as a result of the foregoing shall operate to postpone Landlord's obligation to complete restoration of the Building and Leased Premises by one day for each day of any such delay. Tenant shall commence any restoration to be performed by Tenant as required in Section 7.1 and Tenant shall reoccupy the Leased Premises when restored.

(ii) No compensation, or claim, will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from any fire or other casualty suffered by Tenant or the necessity of repairing or restoring the Leased Premises or any portion of the Building.

(b) Casualty Near Expiration of Term, Extension or Renewal. In addition to any other right of Landlord or Tenant to terminate this Lease pursuant to the provisions of this Section 7, if the Leased Premises are damaged in whole or in material part by fire or other casualty during the last three (3) months of the Term or extension or renewal thereof, then Landlord or Tenant, upon ten (10) days prior written notice to the other given within sixty (60) days of the date of the fire or casualty, may terminate this Lease; provided, however, Tenant shall have no right to terminate this Lease hereunder if prior to receipt of Tenant's notice Landlord has commenced to repair or restore the Leased Premises. Notwithstanding the foregoing, if a termination of this Lease by Landlord as aforesaid as a result of damage to the Leased Premises, then Tenant shall endeavor to vacate the Leased Premises pursuant to a reasonable schedule under all the relevant circumstances and any occupancy of undamaged portions of the Leased Premises by Tenant after the effective date of termination shall be considered to be a consensual holdover under the terms of this Lease so long as Tenant continues to diligently endeavor to vacate such undamaged portions of the Leased Premises.

8. DEFAULTS AND REMEDIES

8.1 Default. If any one or more of the following events occur, said event shall be deemed a "Default" of this Lease:

(a) Tenant's failure to perform or observe any material term, material covenant or material condition of this Lease, and such failure continues for a period of thirty (30) days after Tenant's receipt of a written notice of default from Landlord, or such longer period if such default cannot be cured within such thirty (30) day period, so long as Tenant commences to cure the default within such thirty (30) day period and, so long as, Tenant diligently pursues the cure of such default;

(b) Any event expressly designated or deemed a default elsewhere in this Lease after the expiration of any applicable notice and cure period that remains uncured at the applicable time;

(c) Tenant's committing waste to the Leased Premises, and Tenant fails to cure such waste for the period of thirty (30) days after written notice from Landlord to Tenant;

(d) Any material breach of an obligation of Landlord or right of Tenant that is conditioned on no default having occurred under the Lease or conditioned upon Tenant not being then in default, and the default continues after the expiration of all applicable notice and cure periods and remains uncured at the applicable time. No inference contrary to the foregoing sentence shall be made from the express use of the phrase "beyond any applicable notice and cure period" or words of similar effect in some instances and not in others.

8.2 Remedies. In each and every such event set forth in Section 8.1 above, from the date of such Default and at all times thereafter, at the option of Landlord, Tenant's right of possession shall thereupon cease and terminate. With the exception of "self-help" and other non-judicial remedies, Landlord shall be entitled to all rights and remedies now or later allowed at law or in equity, all of which shall be cumulative to the extent that the exercise of any one or more rights or remedies shall not be deemed to constitute a waiver of the Landlord's right to exercise any one or more other rights and remedies herein provided or provided at law or in equity. Landlord shall be entitled to obtain possession of the Leased Premises, whether or not Landlord elects to terminate this Lease, by any process of law.

9. RENT ABATEMENT

If any interruption of utilities or services to be performed by Landlord under the terms of this Lease due to the negligence of Landlord, its agents or employees, and not due to a general utility or service interruption beyond Landlord's control, shall continue for more than two (2) consecutive days and shall render any portion of the Leased premises or the Joint Use Area unusable for its intended use, and if Tenant does not in fact use or occupy such portion of the Leased Premises, then the rent payable hereunder with respect to such portion of the Leased Premises which Tenant does not in fact use or occupy shall be abated retroactively to the first day of such interruption. Such abatement shall continue until full use of such portion of the Leased premises is restored to Tenant. Provided that if such interruption continues for more than thirty (30) consecutive days and affects more than fifty percent (50%) of the Leased Premises, Tenant shall have the right to terminate the Lease upon written notice to Landlord. Thereupon, this Lease shall terminate and expire on the date set forth in such notice, which date shall not be more than ninety (90) days after the date of such notice. Tenant must provide Landlord with written notice of such interruptions by the method(s) and at the address(es) provided in Section 1.7 herein. Notwithstanding the requirements of Section 1.7 herein, and in lieu thereof, Tenant may also notify Landlord of utility or service interruptions by email to Landlord's Director of Plant Operations within 24 hours of the beginning of the interruption.

10. RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

Landlord and Tenant will exercise good judgment with regard to Hazardous Substances, and not use or store anything other than those cleaning solvents, pesticides, lubricants and like in amounts

typically used in commercial office and residential buildings, and then only as permitted under applicable Environmental Laws.

11. QUIET ENJOYMENT

So long as Tenant shall observe and perform the material covenants and agreements binding on Tenant hereunder, Tenant shall at all times during the Term, peacefully and quietly have and enjoy possession and use of the portion of the Leased Premises leased to it without any encumbrance or hindrance by, from or through Landlord, except as provided for elsewhere under this Lease. Nothing in this Section 11 shall prevent Landlord from performing alterations, improvements or repairs on other portions of the Building not leased to Tenant, nor shall performance of alterations, improvements or repairs by Landlord, be construed as a breach of this covenant by Landlord, so long as same do not interfere with Tenant's access to and use of the Leased Premises and the Joint Use Area.

12. AUTHORITY

Landlord and Tenant hereby covenant each for itself that it has the full right, power and authority to enter into this Lease upon the terms and conditions herein set forth and shall provide evidence of such authority pursuant to Section 24 hereof.

13. SPECIAL PROVISIONS; EXHIBITS

13.1 Incorporation in Lease. It is agreed and understood that the Recitals and all special provisions and Exhibits attached hereto, form an integral part of this Lease and are hereby incorporated by reference.

13.2 Conflicts. If there is a conflict between a specific provision and the Exhibits or General Provisions of this Lease, the specific provision shall govern. If there is a conflict between the Exhibits and the General Provisions, the Exhibits shall govern.

14. CAPTIONS

All section and paragraph captions herein are for the convenience of the Parties only, and neither limit nor amplify the provisions of this Lease.

15. FORCE MAJEURE

If Landlord or Tenant is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, labor dispute, inability to procure materials or any cause beyond Landlord's or Tenant's reasonable control (whether similar or dissimilar to the foregoing named events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay or prevention.

16. BROKERS

Landlord and Tenant represent and warrant that neither retained any broker, agent or real estate salesperson with respect to carrying out negotiations or any other dealings related to this Lease.

17. RELATIONSHIP OF THE PARTIES

Nothing in this Lease shall be interpreted or construed as creating any partnership, joint venture, agency or any other relationship between the Parties, other than that of Landlord and Tenant.

18. APPROPRIATION OF FUNDS

Notwithstanding any other term or condition of this Lease, all of Tenant's obligations under this Lease are subject to appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying the payment and performance of such obligations. If funds are not appropriated at the beginning of any Tenant's fiscal year for the specific purpose of satisfying the obligations of the Tenant under this Lease, then this Lease shall become null and void and shall terminate on the last day of the Tenant's fiscal year for which appropriations were received for such purpose, without any termination fee or other liability whatsoever to the Tenant. If funds for the Tenant's obligations under this Lease are not appropriated, then the Tenant shall vacate the Leased Premises prior to the beginning of the Tenant's next fiscal year.

It is agreed by both of the Parties that, notwithstanding any provision in this Lease to the contrary, this clause shall supersede any and all obligations imposed by any other provision of this Lease or the Exhibits hereto. No subsequent Amendment of this Lease shall compromise the full legal implication of this Section between the Parties or their respective successors or assigns.

19. **ROLE OF THE TENANT/TENANT DECISIONS; NO WAIVER**

Landlord hereby acknowledges that Tenant has entered into this Lease in its role as tenant under the Lease and not as a governing authority. Accordingly, the Tenant's execution of this Lease shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, including without limitation, for the construction and occupancy of the Leased Premises, or for any other governmental approval or consent required to be obtained by Landlord. Whenever in this Lease, Tenant is required to join in, consent, give its approval, or otherwise act under this Lease, it is understood that such obligations are meant to apply to the Tenant acting in its capacity as a tenant and not in its capacity as a governing authority. Further, Landlord hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by Tenant pursuant to this Lease, whether or not specifically contemplated hereunder, may be taken by the County Manager or by another Arlington County official or body pursuant to any means, mechanism or process as determined by Arlington County in its sole discretion, and Landlord shall have no right to question or challenge the propriety, authority or legality of any such Arlington County official or body, or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder on behalf of Tenant. Notwithstanding the foregoing, nothing in this Lease shall be construed to waive any of Tenant's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Building or Leased Premises, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or other fees, or any other power, right or obligation whatsoever.

20. **NO WAIVER OF SOVEREIGN IMMUNITY BY TENANT**

Notwithstanding any other provisions of this Lease to the contrary, nothing in this Lease nor any action taken by Tenant pursuant to this Lease nor any document which arises out of this Lease shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Tenant, or of its elected and appointed officials, officers and employees.

21. **NO RIGHTS IN THIRD PARTIES**

Landlord and Tenant mutually agree that no provision of this Lease shall create in the public, or in any person or entity other than those signing this Lease as Parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Lease or otherwise.

22. NO INDEMNIFICATION OR HOLD HARMLESS

Notwithstanding any other term or provision of this Lease to the contrary, Tenant shall have no obligation to explicitly or implicitly indemnify or hold harmless the Landlord or any third party or Parties from any liability whatsoever. Notwithstanding any other term or provision of this Lease to the contrary, Landlord shall have no obligation to explicitly or implicitly indemnify or hold harmless the Tenant or any third party or parties from any liability whatsoever.

23. REASONABLENESS OF THE PARTIES; STANDARD OF CONSENT

Provided Tenant is not then in default beyond the applicable notice and cure period of any of the terms or conditions of this Lease, except to the extent provided elsewhere in this Lease, whenever Landlord's consent or approval is required hereunder, it shall not be unreasonably withheld, conditioned or delayed. Provided Landlord is not then in default beyond the applicable notice and cure period of any of the terms or conditions of this Lease, whenever Tenant's consent or approval is required hereunder, it shall not be unreasonably withheld, conditioned or delayed.

24. ENTIRE AGREEMENT; MODIFICATION

This Lease and all Exhibits, incorporated herein by reference, are intended by the Parties as a final expression of their agreement and a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the Parties having been incorporated herein. This Lease can be modified only by a writing signed by both Parties. The Lease and Exhibits may not be amended, modified, changed or terminated in whole or in part, in any manner other than by an agreement in writing approved by The County Board of Arlington County, Virginia, and duly signed by all properly authorized individuals of all Parties to this Lease. The language of this Lease shall in all cases be construed as a whole and according to its fair meaning, and not strictly for or against either Landlord or Tenant. The interpretation or construction of this Lease shall be unaffected by any argument or claim, whether or not justified, that this Lease has been prepared, wholly or in substantial part, by or on behalf of Tenant. Any consent or approval required or desired of Landlord, or any decision under this Lease committed to the discretion of Landlord hereunder, shall not be unreasonably withheld, delayed, conditioned or exercised by Landlord unless the provision of this Lease requiring such consent or approval, or decision under this Lease committed to the discretion of Landlord, expressly states otherwise.

25. GOVERNING LAW; PROPER FORUM; SEVERABILITY

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The Parties hereto agree that all disputes arising hereunder shall be brought in the Circuit Court of Arlington County, Virginia, which shall be the proper forum for any dispute arising hereunder, and in no other courts. The unenforceability, invalidity, or illegality of any provision herein shall not render any other provision herein unenforceable, invalid, or illegal.

26. APPROVAL AND EXECUTION OF LEASE BY THE TENANT

This Lease shall not become effective unless and until the County Board approves this Lease and it is executed on behalf of the Tenant.

Upon the execution and delivery by Landlord of a Lease that is acceptable to the County Manager, the Manager shall use reasonable efforts to promptly obtain the approval of the County Board to the Lease consistent with the County process for the review and submission of documents for consideration. If this Lease is not approved by the County Board within ninety (90) days after receipt of

the Lease executed by the Landlord, then no liability whatsoever shall accrue to the Landlord or Tenant and the Parties shall have no obligations whatsoever to each other.

27. RECORDATION

After the execution of this Lease, a short form Memorandum of Deed of Lease may be recorded by Tenant, at its sole cost and expense in the Land Records for Arlington County, Virginia.

28. SUBORDINATION

If the Landlord refinances any existing deeds of trust and/or other security interests on the Property, so long as the lienholder agrees to assume all of the Landlord's duties and obligations, Tenant shall, at Landlord's request, execute and deliver to Landlord any requisite or appropriate certificate, subordination agreement or other document that may be reasonably requested by Landlord or any other party requiring such certificate, subordination agreement or document, subordinating this Lease to the renewal, modification, consolidations, replacement or extension thereof. In addition, Landlord shall execute a non-disturbance and attornment agreement in favor of Tenant, agreeing to permit this Lease to remain in full force and effect so long as Tenant is not in default.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed by their duly authorized representatives and delivered as their act and deed, intended to be legally bound by its terms and provisions.

WITNESS:

LANDLORD: CULPEPPER GARDEN I,
INCORPORATED, a Virginia corporation

Name:

By: _____(SEAL)
Name: _____
Title: _____
Date: _____

WITNESS:

TENANT: THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA, a body corporate

Name:

By: _____(SEAL)
Name: _____
Title: _____
Date: _____

Approved as to form:

County Attorney

AN ORDINANCE TO AMEND THE ARLINGTON COUNTY ZONING ORDINANCE TO ADOPT A NEW SECTION 25C. "C-O CRYSTAL CITY" COMMERCIAL OFFICE BUILDING, RETAIL, HOTEL, AND MULTIPLE-FAMILY DWELLING DISTRICTS AND TO AMEND, REENACT, AND RECODIFY PROVISIONS IN SECTIONS 1, 2, 25B, AND 36 TO ENSURE CONSISTENCY WITH THE POLICIES SET FORTH IN THE 2010 CRYSTAL CITY SECTOR PLAN FOR THE CRYSTAL CITY METRO STATION AREA AND TO REDUCE OR PREVENT CONGESTION IN STREETS, TO FACILITATE THE CREATION OF A CONVENIENT, ATTRACTIVE, AND HARMONIOUS COMMUNITY; AND FOR OTHER REASONS REQUIRED BY THE PUBLIC NECESSITY, CONVENIENCE AND GENERAL WELFARE AND GOOD ZONING PRACTICE.

Be it ordained that the Arlington County Zoning Ordinance is hereby amended to adopt a new Section 25C and to amend, reenact, and recodify provisions in Sections 1, 2, 25B, and 36 as follows, in order to ensure consistency with the policies set forth in the 2010 Crystal City Sector Plan for the Crystal City Metro Station area and to reduce or prevent congestion in streets, to facilitate the creation of a convenient, attractive, and harmonious community; and for other reasons required by the public necessity, convenience and general welfare and good zoning practice.

* * *

SECTION 25C. "C-O CRYSTAL CITY" COMMERCIAL OFFICE BUILDING, RETAIL, HOTEL AND MULTIPLE-FAMILY DWELLING DISTRICTS

The purpose of the "C-O Crystal City" District classification is to encourage mixed-use development of office, retail and service commercial, hotel and multiple-family dwelling uses within the area designated as the "Crystal City Coordinated Redevelopment District" on the General Land Use Plan. When a site is located in the area designated "Crystal City Coordinated Redevelopment District" on the General Land Use Plan, site plans may be approved by the County Board as set forth below. Determination of the actual types and densities of uses to be allowed will be based on the characteristics of sites and their locations, and on the extent to which the proposed redevelopment of the site is done in a way that ameliorates the impacts of the types and densities of uses, and provides features or amenities identified in the Crystal City Sector Plan and other plans and policies established for the area by the County Board, including without limitation site design incorporating co-location of land uses, adherence to recommended build-to lines, compliance with bulk-plane angles to provide for adequate sunlight to parks, tower separation and tower coverage goals for adequate light and relief, environmentally sustainable and energy-efficient building design, transportation and transit facilities, parks and other open space amenities, and creation of affordable housing.

The goal of this zoning classification is to permit development that: (1) advances the future vision of Crystal City established in the Sector Plan; (2) provides a mix of uses including office, residential, retail, cultural and civic within several defined neighborhood centers; (3) supports Crystal City's revitalization and long-term economic sustainability; (4) facilitates gradual and coordinated redevelopment on each block; (5) supports, and is supported by, enhanced multimodal transportation access and connectivity; and (6) creates a high-quality

25 public realm comprising the streets, squares, and other public areas envisioned in the Sector
 26 Plan.

27 The following regulations shall apply in the "C-O Crystal City" District:
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29
 30 **A. Uses Permitted.**

- 31
- 32 1. Offices, business and professional, including medical, legal, insurance, philanthropic,
 33 real estate, banking and other offices which, in the judgment of the Zoning
 34 Administrator, are of the same general character as those listed above.
 - 35 2. Uses customarily incidental to permitted uses and accessory buildings, when located
 36 on the same lot, including automobile parking garage.
 - 37 3. Churches and other places of worship, including parish houses and Sunday schools,
 38 but excluding rescue missions or temporary revivals.
 - 39 4. Special exceptions:
 - 40 a. The following uses may also be permitted subject to use permit approval
 41 as specified in Section 36.G., "Use Permits":
 - 42 (1) Schools and colleges and other public and private educational
 43 institutions, nursery schools, child care centers and family day care
 44 homes with six (6) or more but not more than nine (9) children.
 - 45 (2) Public buildings and properties of a cultural, recreational
 46 administrative or service type, including libraries, fire stations,
 47 museums, theaters, and art galleries.
 - 48 (3) Clubs and grounds for games or sports, including community
 49 swimming pools.
 - 50 (4) Publicly operated parks, playgrounds, recreational and community
 51 center buildings, playgrounds, parks, and athletic fields.
 - 52 (5) Community buildings.
 - 53 (6) Hospitals and institutions of an educational, religious, charitable,
 54 or philanthropic nature, except those of a correctional nature.
 - 55 (7) Public utilities and services; including but not limited to railroad,
 56 trolley, streetcar, bus, air, or boat passenger stations; bicycle share
 57 or rental stations; railroad offices, rights-of-way, and tracks; static
 58 transformer stations, transmission lines, and towers, commercial
 59 and public utility radio towers, telephone exchanges; provided,
 60 however, that the exterior appearance of any building permitted
 61 under this paragraph shall be in keeping with the character of the
 62 surrounding area.
 - 63 (8) Buildings used exclusively by the federal and state governments
 64 for public purposes; except penal and correctional institutions.
 - 65 b. Uses permitted and conducted in kiosks in accordance with the
 66 requirements of Section 31.A.18 may also be permitted subject to securing
 67 a use permit as provided in Section 36.G., "Use Permits."
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B. Area Requirements.

- 1. Minimum Lot Area: Twenty thousand (20,000) square feet.
- 2. Minimum Average Width: One hundred (100) feet.

C. Height Regulations.

- 1. Height Limit: Thirty-five (35) feet.
- 2. Floor Area Requirements: The maximum ratio of the gross floor area to site area of all structures shall be 0.60.

D. Additional Regulations.

- 1. For supplemental regulations, see Section 31.
- 2. Bulk, coverage and placement requirements are as regulated by Section 32.
- 3. Parking as regulated by Section 33.
- 4. Signs are regulated by Section 34.

E. Site Plans.

In considering the approval of a site plan within the area designated as the “Crystal City Coordinated Redevelopment District” on the General Land Use Plan as well as on the Base Density Map (Map 25C.1), the County Board may approve additional density or other development features where the project ameliorates the impact of those densities or other increases, and provides features or amenities identified in the Crystal City Sector Plan and other plans and policies established for the area by the County Board, including without limitation site design incorporating co-location of land uses, adherence to recommended build-to lines, compliance with bulk-plane angles to provide adequate sunlight to parks, tower separation and tower coverage goals for adequate light and relief, environmentally sustainable and energy-efficient building design, transportation and transit facilities, parks and other open space amenities, and creation of affordable housing. The amount of additional density granted shall be based on the extent to which the project meets the plans or provides such benefits, and does so within the building form parameters established in Section 25C.E. Where identified below, maps are those contained in this Ordinance.

Site Plan Regulations.

- 1. Uses Permitted:
 - a. All uses permitted in Section 25C.A.
 - b. Office, to the extent not permitted above.
 - c. Multiple Family Dwellings.
 - d. Hotels.
 - e. Retail uses.
 - f. Doctors and Physicians offices, medical clinics, dentist clinics, and veterinary clinics.
 - g. Post-secondary education.

- 115 h. Uses customarily incidental to any of the above uses and accessory buildings,
 116 when not included in a prior site plan approval, can be permitted by use
 117 permit or by site plan amendment (e.g. live entertainment, outdoor cafes, etc.).
 118 2. Density Regulations: The maximum permitted residential, hotel, office, retail and
 119 service commercial gross floor area on a given site shall be the base densities
 120 shown on the Base Density Map (Map 25C.1). In considering the approval of a
 121 site plan, the County Board may approve additional density or other development
 122 features permitted under the Sector Plan and by the provisions of this Subsection
 123 25C.E. when the County Board finds incremental amounts of additional density
 124 should be approved for the development proposal because it furthers the goals,
 125 policies, and recommendations in the Crystal City Sector Plan and other plans and
 126 policies established for the area by the County Board. The amount of additional
 127 density or other bonuses granted shall be based on the extent to which the project
 128 meets the plans or provides such benefits, and provided such density or bonuses
 129 can be accommodated within the other building form parameters established in
 130 Section 25C.E..
 131 3. Area Requirements: None.
 132 4. Use Mix Regulations: A site plan project shall include a mix of uses above the
 133 ground floor that does not preclude achieving the target mix for the block on
 134 which it is located as shown in the Land Use Map (Map 25C.2). Pursuant to
 135 Section 36.H, this may be modified when the County Board finds that other goals
 136 of the Sector Plan are substantially met by the project.
 137 5. Height Regulations:
 138 a. Building heights shall comply with the Building Heights Map (Map
 139 25C.3), and may be approved as specified in this subsection 25C.E.5.a-b.
 140 The height limits shown on the map shall exclude penthouse and parapet
 141 walls. Under no circumstances may the County Board approve heights
 142 above those specified in the Building Heights Map, provided, however,
 143 that:
 144 i. For sites comprising buildings existing on [insert day of adoption
 145 here] with heights greater than specified on Map 25C.3, the County
 146 Board may approve a building height greater than specified on
 147 Map 25C.3, but under no circumstances exceeding the height of
 148 existing buildings; and
 149 ii. Where dimensions of height zones are shown on Map 25C.3, such
 150 dimensions may be modified by site plan approval, pursuant to
 151 Section 36.H., when the County Board finds that the need for such
 152 modification is generated by site-specific circumstances and is
 153 otherwise consistent with the goals and policies contained in the
 154 Crystal City Sector Plan.
 155 b. All penthouse and parapet walls above the height limit shall comply with
 156 Section 31.B.2., provided, however, that on sites identified for
 157 architectural features shown on the Architectural Features Map (Map
 158 25C.4), penthouse and parapet heights shall not exceed twenty-three (23)
 159 feet or ten (10) percent of the main building height, whichever is greater.

- 160 6. *Bulk Plane Angle Requirements:* For sites identified with a frontage type of “A”
 161 through “H” per the legend on the Bulk Plane Angle Map (Map 25C.5), buildings
 162 shall conform to the bulk plane angle requirements shown on that map. For sites
 163 that are subject to bulk plane angle conditions specified in Map 25C.5, buildings
 164 shall follow the height regulations above in 25C.E.5. and shall also incorporate
 165 step-backs or sculpting in building form so as to fit within both the maximum
 166 building height and bulk plane angle requirements for the site. The bulk plane
 167 angle provisions specified above may be modified by the County Board, pursuant
 168 to Section 36.H, when it finds that a site plan maintains adequate sunlight to
 169 public open spaces across from frontages with bulk-plane angle requirements,
 170 such that the percentage of such public open space that is not in shadow between
 171 11:00 a.m. and 3:00 p.m. on the vernal or autumnal equinoxes is greater than
 172 fifty-five (55) percent.
- 173 7. *Building Tower Separation and Coverage Requirements:* To ensure adequate
 174 light, air, and privacy, building tower separation and building tower coverage
 175 shall meet the following requirements:
- 176 a. A minimum horizontal separation of sixty (60) feet between building
 177 towers above the fifth floor shall be provided. Pursuant to Section 36.H,
 178 this provision may be modified when the County Board finds that
 179 additional tower separation on the block will likely be achieved through
 180 future redevelopment, based upon the Crystal City Block Plan referenced
 181 in subsection 25C.E.11.
- 182 b. Building tower coverage shall not exceed the allowable maximums as
 183 shown on the Tower Coverage Map (Map 25C.6). Pursuant to Section
 184 36.H, this requirement may be modified by the County Board when it
 185 finds that the building tower coverage depicted in the Crystal City Block
 186 Plan for the block complies with the maximums shown on Map 25C.6.
- 187 8. *Streetscape:* All site plan projects shall provide streetscapes, including curb,
 188 gutter, sidewalk, street light, street furniture, street trees, landscaping and other
 189 elements that are consistent with the Crystal City Sector Plan, and other plans and
 190 policies established for the area by the County Board.
- 191 9. *Parking:* Notwithstanding any provisions in Section 33 that are different from
 192 those below, parking shall be regulated as specified below, unless otherwise
 193 modified by the County Board by site plan approval:
- 194 a. Multi-family Residential: One and one-eighth (1 1/8) parking spaces shall
 195 be provided for each of the first two hundred (200) dwelling units in any
 196 structure, and one (1) space for each additional dwelling unit above 200.
- 197 b. Commercial, including office and retail: One (1) parking space shall be
 198 provided for each one thousand (1,000) square feet of gross floor area.
- 199 c. Hotel: One-half (0.5) parking space shall be provided for each guest room.
- 200 d. All parking shall be located below grade or within the structure housing
 201 the use to which the parking is appurtenant. Where above-grade parking
 202 occurs in a structure along public open spaces or public arterial streets as
 203 identified in the County’s Master Transportation Plan, such parking shall
 204 be lined with active programmed space. When occurring along other

205 public streets or along alleys, such above-grade parking shall be treated at
206 a minimum with enhanced architectural facades.

207 e. The location of loading spaces for all permitted uses shall be determined
208 by Site Plan approval.

209 10. *Transportation Demand Management Plans:* In order to justify the parking
210 requirements in subsection 25C.E.9, Transportation Demand Management (TDM)
211 plans required by Administrative Regulation 4.1 for site plans shall demonstrate a
212 reduction in vehicular trips and an increase in the use of other transportation
213 options so as to reduce the need for parking on the site.

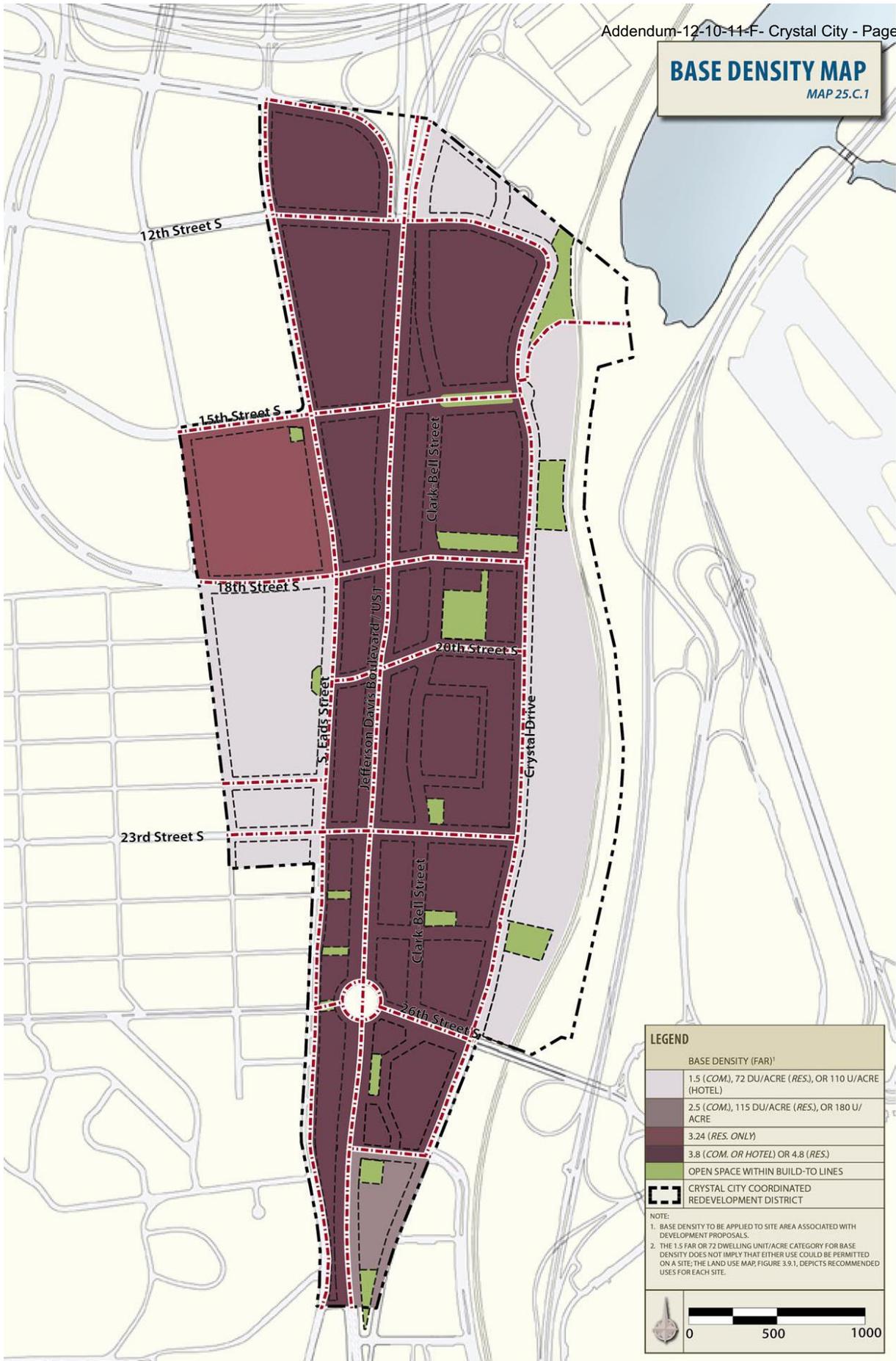
214 11. *Crystal City Block Plans:* Each site plan application for properties within the
215 Crystal City Coordinated Redevelopment District and located east of Jefferson
216 Davis Highway shall include, for review and adoption by the County Board, a
217 Crystal City Block Plan (CCBP) for the block(s) on which the site plan is located.
218 The CCBP shall serve as a general, guiding long-range plan for a specific block,
219 supplemental to and in support of the guidance and vision already established in
220 the Crystal City Sector Plan. The CCBP shall be submitted in accordance with the
221 applicable County administrative regulations.

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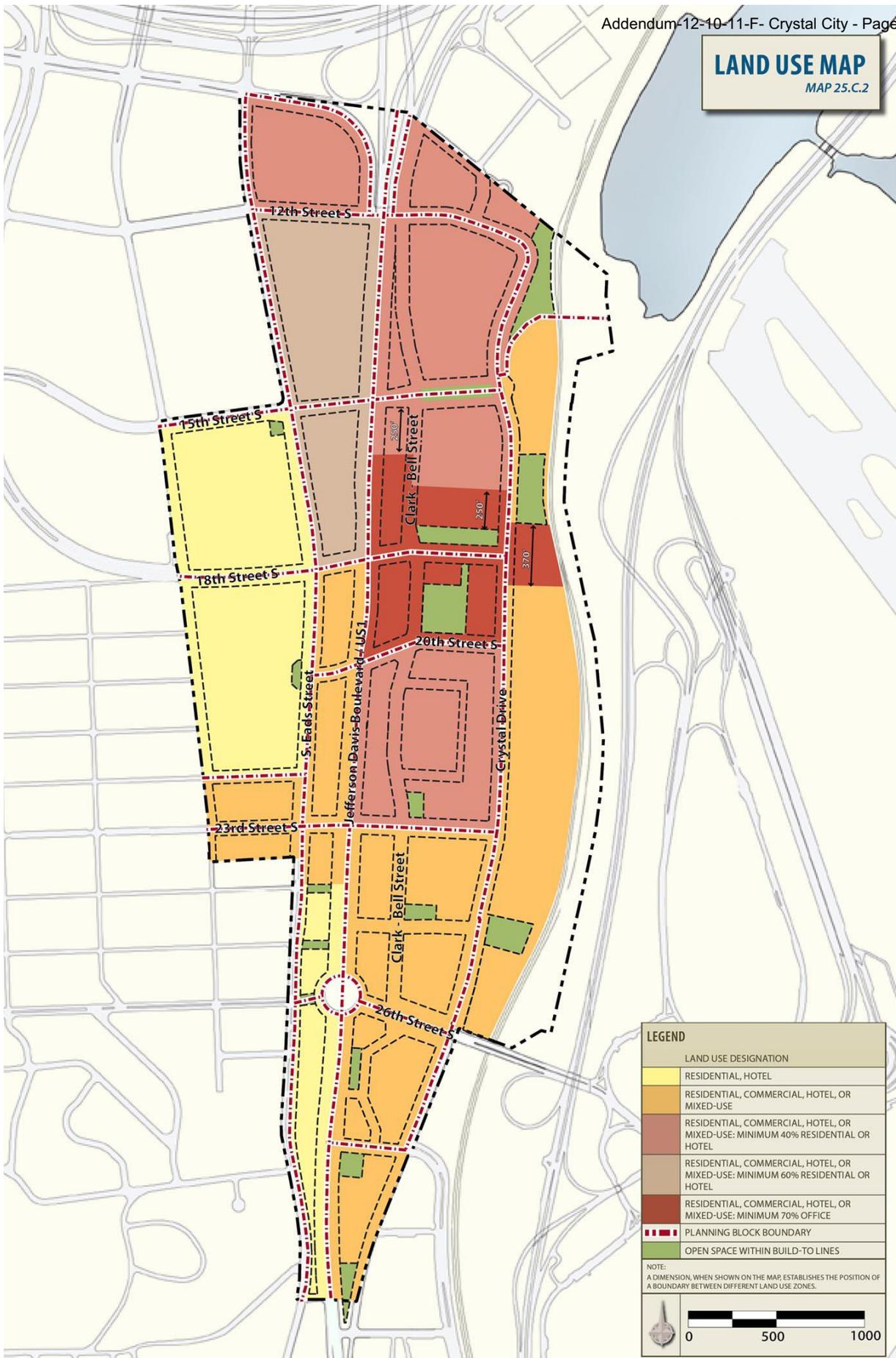
BASE DENSITY MAP

MAP 25.C.1

224

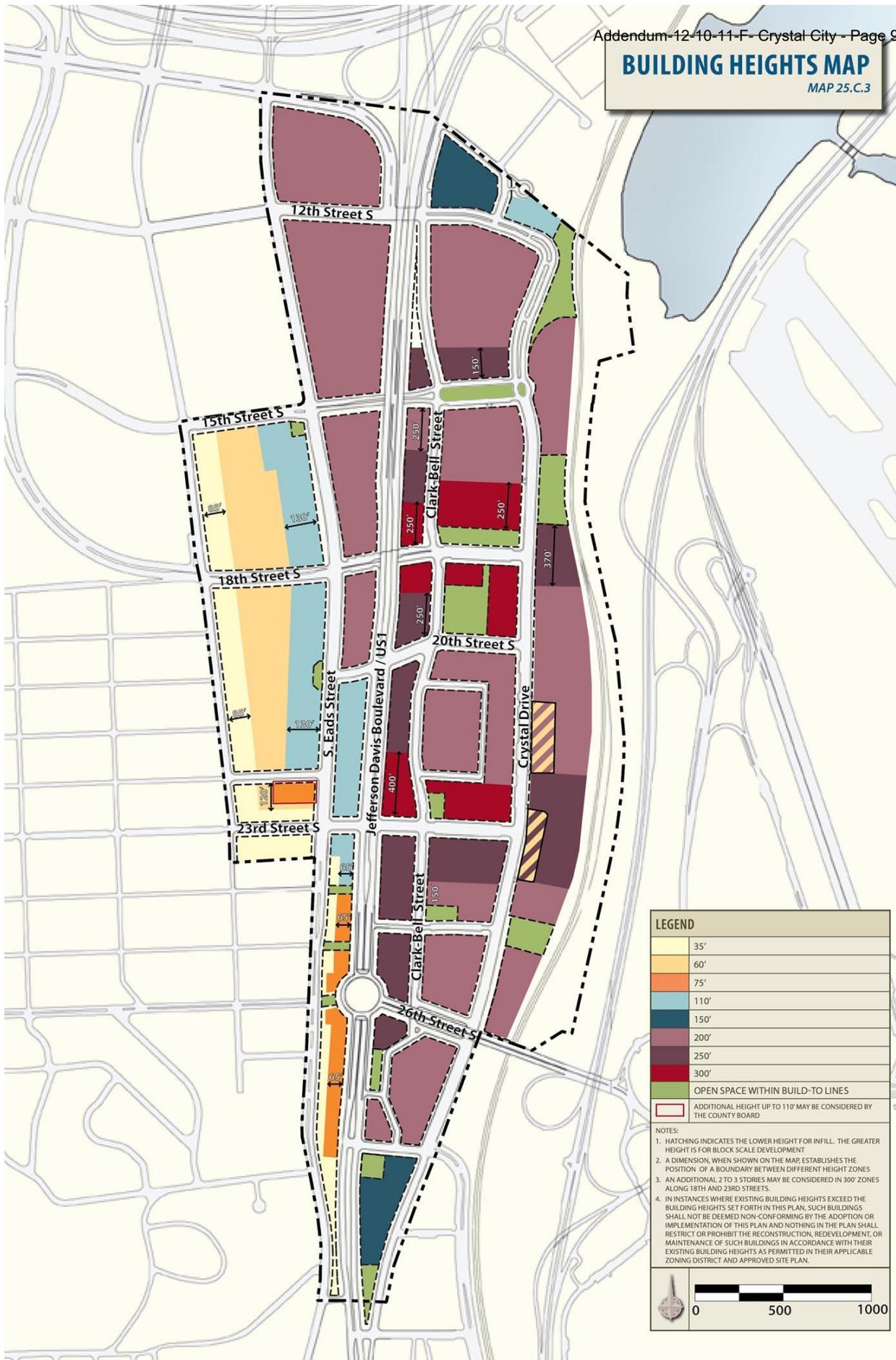


225



BUILDING HEIGHTS MAP
MAP 25.C.3

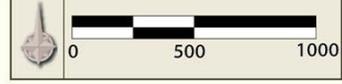
226



LEGEND

[Yellow Box]	35'
[Orange Box]	60'
[Light Orange Box]	75'
[Light Blue Box]	110'
[Dark Blue Box]	150'
[Maroon Box]	200'
[Dark Red Box]	250'
[Red Box]	300'
[Green Box]	OPEN SPACE WITHIN BUILD-TO LINES
[Red Outline Box]	ADDITIONAL HEIGHT UP TO 110' MAY BE CONSIDERED BY THE COUNTY BOARD

- NOTES:**
1. HATCHING INDICATES THE LOWER HEIGHT FOR INFILL. THE GREATER HEIGHT IS FOR BLOCK SCALE DEVELOPMENT.
 2. A DIMENSION, WHEN SHOWN ON THE MAP ESTABLISHES THE POSITION OF A BOUNDARY BETWEEN DIFFERENT HEIGHT ZONES.
 3. AN ADDITIONAL 2 TO 3 STORIES MAY BE CONSIDERED IN 300' ZONES ALONG 18TH AND 23RD STREETS.
 4. IN INSTANCES WHERE EXISTING BUILDING HEIGHTS EXCEED THE BUILDING HEIGHTS SET FORTH IN THIS PLAN, SUCH BUILDINGS SHALL NOT BE DEEMED NON-CONFORMING BY THE ADOPTION OR IMPLEMENTATION OF THIS PLAN AND NOTHING IN THE PLAN SHALL RESTRICT OR PROHIBIT THE RECONSTRUCTION, REDEVELOPMENT, OR MAINTENANCE OF SUCH BUILDINGS IN ACCORDANCE WITH THEIR EXISTING BUILDING HEIGHTS AS PERMITTED IN THEIR APPLICABLE ZONING DISTRICT AND APPROVED SITE PLAN.



ARCHITECTURAL FEATURES MAP

MAP 25.C.4

227

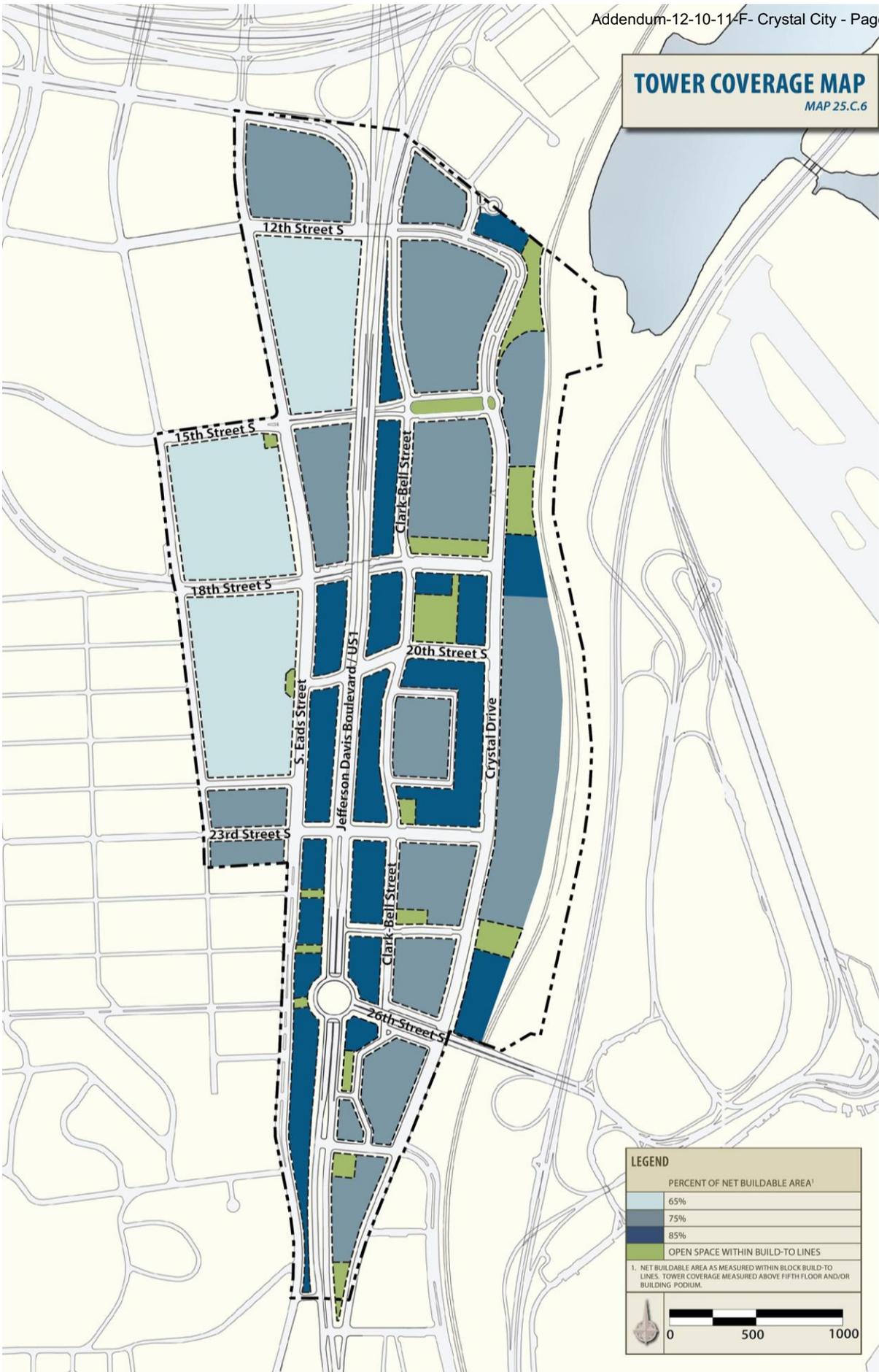


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BULK PLANE ANGLE MAP
 MAP 25.C.5



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SECTION 1. DEFINITIONS

A. [Terms Defined.]

* * *

Building Tower Separation. The space between the portions of two buildings as measured above the fifth floor, expressed as the shortest horizontal dimension between the exterior building facades.

Building Tower Coverage. The gross floor area of the largest single floor above the fifth floor of a building expressed as a percentage of a site’s buildable area. When applied across multiple buildings, the numerator shall be the total arrived at by adding together the areas, for each building, of the largest single floor above the fifth floor.

* * *

Bulk Plane Angle. An imaginary inclined plane rising over a lot, that begins at a specified height along a build-to line and slopes back at a specified angle from horizontal over the lot, and which when required, together with other bulk, coverage, and placement requirements for a specific district, delineates the maximum bulk of any improvement which may be constructed on the lot. (Reference “Positioning the Bulk Plane” illustration in Map 25C.5)

* * *

Crystal City Block Plan (CCBP). A general, long-range plan for blocks located in Crystal City, east of Jefferson Davis Highway, that depicts existing and proposed general building locations, land use mix, tower coverage, transportation and other infrastructure, public open spaces and facilities, and utilities in order to support the coordinated, incremental redevelopment of properties in Crystal City and to achieve the preferred future vision outlined in the Crystal City Sector Plan.

* * *

SECTION 2. GENERAL REGULATIONS

* * *

B. Districts

For the purposes of this ordinance, Arlington County is hereby divided into zones or districts:

S-3A	Special Districts
S-D	Special Development Districts

R-20	One-Family Dwelling Districts
R-10	One-Family Dwelling Districts
R-10T	One-Family Residential-Town House Dwelling Districts
R-8	One-Family Dwelling Districts
R-6	One-Family Dwelling Districts
R-5	One-Family Restricted Two-Family Dwelling Districts
R15-30T	Residential Town House Dwelling Districts
R2-7	Two-Family Dwelling Districts
RA14-26	Apartment Dwelling Districts
RA8-18	Apartment Dwelling Districts
RA7-16	Apartment Dwelling Districts
RA6-15	Apartment Dwelling Districts
RA4.8	Multiple-Family Dwelling Districts
R-C	Apartment Dwelling and Commercial Districts
RA-H	Hotel Districts
RA-H-3.2	Multiple-Family Dwelling and Hotel Districts
C-1	Local Commercial Districts
C-1-O	Limited Commercial-Professional Office Building Districts
C-O-1.0	Commercial Office Building, Hotel and Apartment Districts
C-O-1.5	Commercial Office Building, Hotel and Apartment Districts
C-O-2.5	Commercial Office Building, Hotel and Apartment Districts
C-O	Commercial Office Building, Hotel and Multiple-Family Dwelling Districts
<u>C-O-Rosslyn</u>	<u>Commercial Office Building, Hotel and Multiple-Family Dwelling Districts</u>
<u>C-O-Crystal City</u>	<u>Commercial Office Building, Hotel and Multiple-Family Dwelling Districts</u>
C-O-A	Commercial, Office and Apartment Districts
C-2	General Commercial Districts
C-R	Commercial Redevelopment Districts
C-3	General Commercial Districts
C-TH	Commercial Town House Districts
<u>MU-VS</u>	<u>Mixed Use – Virginia Square Districts</u>
<u>CP-FBC</u>	<u>Columbia Pike Form Based Code Districts</u>
CM	Limited Industrial Districts
M-1	Light Industrial Districts

P-S	Public Service Districts
M-2	Service Industrial Districts
HD	Historic Preservation Districts

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275 Whenever the term "S" District, "R" District, "RA" District, "C" District or "M" District are used
276 herein, they shall be deemed to refer to all districts containing the same letter or letters in their
277 names; provided that the term "M" District shall include "CM" Districts. (Ord. No. 82-1, 1-9-82)
278

279 **C. Zoning Maps and District Boundaries.**

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281 * * *

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283 **SECTION 25B. "C-O ROSSLYN" COMMERCIAL OFFICE BUILDING, RETAIL,
284 HOTEL AND MULTIPLE-FAMILY DWELLING DISTRICTS**

285
286 * * *

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288 **E. Provision for Additional Density and Height.**

289
290 1. In considering the approval of a site plan the County Board may permit additional
291 density, above 3.8 floor area ratio (FAR) for office, retail and service commercial
292 uses, above 4.8 FAR for hotels and multiple-family dwellings, and above the
293 existing density on a site when it is already greater than 3.8 FAR for office, retail
294 and service commercial uses, or above 4.8 FAR for hotels and multiple-family
295 dwellings, up to maximum of 10.0 FAR and/or height up to a maximum of three
296 hundred (300) feet. Increases in density and height may be approved when the
297 County Board finds that the development proposal offers important community
298 benefits identified in approved plans for the area and meets the other special
299 exception criteria of the Zoning Ordinance. In considering such modification, the
300 County Board may also consider characteristics of the site and the area as
301 described in Section 36.H.5. of this ordinance and the plans and policies adopted
302 for the area. ~~Provisions of Section 36.H.7. for the approval of additional height
303 and density shall not be applicable in the "C-O Rosslyn" district.~~ In no case shall
304 application of the modification of use provisions of Section 36.H.5. be applied to
305 permit a density of more than 10.0 FAR or a height of more than three hundred
306 (300) feet except as described below.

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308 * * *

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310 **SECTION 36. ADMINISTRATION AND PROCEDURES**

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314 **H. Site Plan Approval**

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- 7. Affordable Dwelling Units for Height and Density Above General Land Use Plan
 - a. In considering the approval of a site plan including apartments, the County Board may permit additional height and density as set forth below, providing the County Board determines that a variety of housing units and design would result thereby. Consideration of such design may include, but not be limited to, the provision of family housing units, housing for the elderly, housing for households of low or moderate income and such variety of design as provided by town house or terraced construction in association with the high-rise development. The County Board may approve additional height and/or residential density for low or moderate income housing only where a proposed site plan project is in compliance with all of the requirements specified below. The provisions of this section 36.H.7 shall not apply in either the "C-O Rosslyn" or the "C-O Crystal City" districts.
 - (1) The application includes a low or moderate income housing plan that includes the following information and any other items that are determined by the County Board to be pertinent for that particular site plan:
 - (a) Number of total housing units provided under the site plan.
 - (b) Number of total housing units in the additional housing density.
 - (c) Number of low or moderate income housing units provided under the proposed site plan.
 - (d) Income levels of targeted families for low or moderate income housing units.
 - (e) The proposed rents and guarantee of limits on future rent increases or sales prices and the proposed affordability thereof for low or moderate income housing units.
 - (f) Marketing plan for the low or moderate income housing units.
 - (g) Location of low or moderate income housing units.
 - (h) Sizes of low or moderate income housing units.
 - (i) Bedroom counts of low or moderate income housing units.
 - (j) Amenities provided for low or moderate income households.
 - (k) Statement of consistency with County Board adopted housing policy, goals, principles and relevant staff guidelines for the use of additional housing density.

* * *

ATTACHMENT 1

RESOLUTION AFFIRMING ARLINGTON COUNTY'S NEW POLICY DIRECTION FOR BLOCK-LEVEL PLANNING IN CRYSTAL CITY THROUGH THE APPLICATION OF CRYSTAL CITY BLOCK PLANS, AS AN ACCEPTABLE ALTERNATIVE TO PHASED-DEVELOPMENT SITE PLANS AS RECOMMENDED IN THE CRYSTAL CITY SECTOR PLAN.

WHEREAS, the County Board of Arlington County adopted the Crystal City Sector Plan on September 28, 2011, to serve as the long range planning guide for the redevelopment and revitalization of Crystal City over the next forty years; and

WHEREAS, the Sector Plan communicates a preferred vision for Crystal City as a complete, urban community, and a vibrant and attractive urban village, with new and improved public open spaces, streets and streetcar facilities along with other plan improvements of high quality; and

WHEREAS, the Sector Plan recommends that redevelopment to implement the preferred vision for Crystal City should be organized and planned at the block level, and specifically identifies the application of Phased-Development Site Plans in this process; and

WHEREAS, upon further consideration and in the process of developing Zoning Ordinance amendments to create the "C-O Crystal City" District, several significant challenges and obstacles to implementing the Crystal City vision through the application of Phased-Development Site Plans became apparent; and

WHEREAS, the Crystal City Block Plan mechanism has been created as a new, alternative solution for a block-level planning process to implement the Crystal City Sector Plan vision where a Phased-Development Site Plan is not possible; and

WHEREAS, application of Crystal City Block Plans will meet the main objectives of the Sector Plan's recommendation for a block-level planning approach, while also not precluding the potential submission of a Phased-Development Site Plan if one were actually being pursued; and

WHEREAS, the Crystal City Block Plan approach has been developed to protect the County's interest in assuring that blocks in Crystal City can ultimately develop as envisioned.

NOW, THEREFORE, BE IT RESOLVED that the Arlington County Board, through its adoption of the Zoning Ordinance amendments to create the "C-O Crystal City" District, subsequent to its adoption of the Crystal City Sector Plan, hereby affirms its preference for and encouragement of development through Phased-Development Site Plans, and further affirms its new policy direction for block-level planning in Crystal City through the application of Crystal City Block Plan mechanism, as an acceptable alternative to Phased-Development Site Plans as originally recommended in the Sector Plan.

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0050-000-S55	100640	Arlington County

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 200_, by and between the **County Board of Arlington County**, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match and/or termination of this Agreement

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all

federal, state, and local laws and regulations. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements

- agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.
 5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
 6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
 9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be

- reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.
10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF ARLINGTON, VIRGINIA:

Typed or printed name of signatory

Date

Title

Signature of Witness

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Commissioner of Highways
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

Attachments
Appendix A (UPC 100640)

Project Number: 0050-000-S55 UPC: 100640 Locality: County of Arlington

Project Location ZIP+4:	Locality DUNS# 56285042	Locality Address (incl ZIP+4): 2100 Clarendon Blvd Arlington, VA 22201-5404
-------------------------	----------------------------	---

Project Narrative

Scope: Redesign intersection of Arlington Blvd and Manchester

From: Arlington Blvd

To: Manchester St.

Locality Project Manager Contact info: William Roberts 703-228-3824 wroberts@arlingtonva.us

Department Project Coordinator Contact Info: Hamid Misaghian 703-259-1795 Hamid.misaghian@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$88,000	\$0	\$375,000	\$463,000
Estimated VDOT Project Expenses	\$5,000	\$0	\$5,000	\$10,000
Estimated Total Project Costs	\$93,000	\$0	\$380,000	\$473,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$88,200	HSIP	0%	\$0	\$88,200	
	\$9,800	State Match	0%	\$0	\$9,800	
				\$0	\$0	
Total PE	\$98,000			\$0	\$98,000	\$93,000
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	\$0
Construction	\$342,000	HSIP	0%	\$0	\$342,000	
	\$38,000	State Match	0%	\$0	\$38,000	
Total CN	\$380,000			\$0	\$380,000	\$375,000
Total Estimated Cost	\$478,000			\$0	\$478,000	\$468,000

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$478,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$468,000

Project Financing					
HSIP	State Match				Aggregate Allocations (A+B+C+D+E+F)
\$430,200	\$47,800				\$478,000

Program and project Specific Funding Requirements

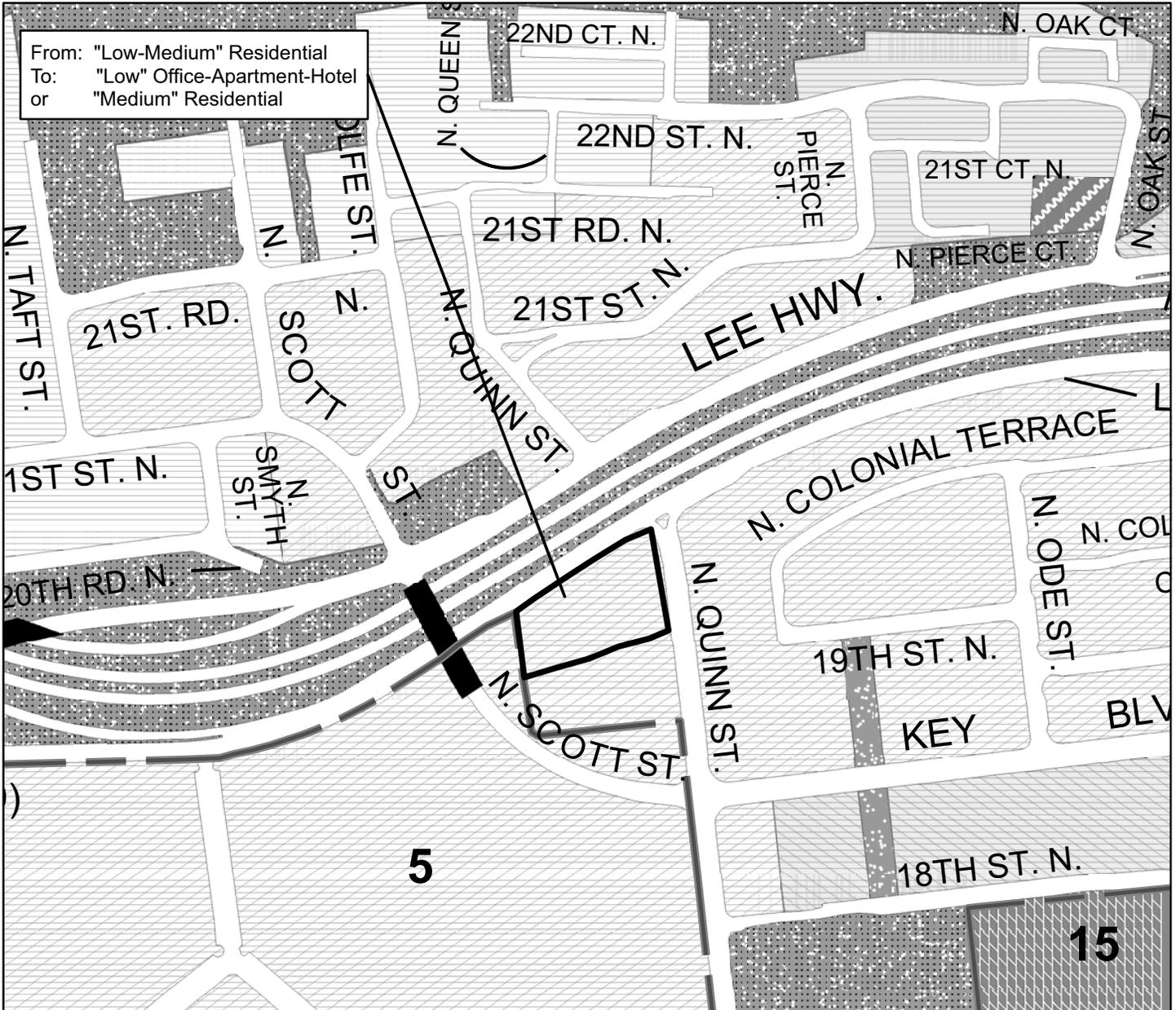
- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$478,000 (if applicable)
- This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
 - FY12 \$98,000 Allocation by the CTB, Obligation deadline 7/1/2012, Expenditure deadline 7/1/2015
 - FY13 \$380,000 Allocation by the CTB, Obligation deadline 7/1/2013, Expenditure deadline 7/1/2016
- Total project allocations:** \$478,000

 Authorized Locality Official and date

 Typed or printed name of person signing

 Authorized VDOT Official
 Recommendation and Date

 Typed or printed name of person signing



Request to Advertise: General Land Use Amendment

<p>Legend</p> <p>Land Use Category</p> <p>Residential</p> <ul style="list-style-type: none"> Low: 1-10 U/A Low-Medium: up to 16-36 U/A High-Medium: 3.24 F.A.R. 		<p>Office-Apartment-Hotel</p> <ul style="list-style-type: none"> Low High 	<p>Public Ownership</p> <ul style="list-style-type: none"> Background Shading will Vary <p>Public and Semi-Public</p> <ul style="list-style-type: none"> Public 	
<p>Notes:</p> <p>5. This area was designated a "Coordinated Preservation and Development District" on 4/23/77.</p> <p>15. This area was designated as the "Rosslyn Coordinated Redevelopment District" on 5/11/96.</p>		<p>ARLINGTON VIRGINIA</p> <p>Map prepared by Arlington County CPHD This is not a legal document. Map © 2011 Arlington County, VA Printed: August 2011</p>		

EXHIBITION AGREEMENT

This EXHIBITION AGREEMENT (hereinafter “Agreement”) is entered into by and between the **County Board of Arlington County, Virginia** (hereinafter “County”), a body politic and a political subdivision of the Commonwealth of Virginia, United States of America, and _____, a _____ [enter state or country of residence and the business entity type], with an address at _____ (hereinafter individually “Owner” or collectively “Owners”). The County and the Owner or Owners may be referred to individually as “Party” or collectively as “the Parties”.

Recitals

WHEREAS, _____; and

WHEREAS, _____; and

WHEREAS, the Owner or Owners have complete right, title and interest in and to _____ (_____) [insert number of pieces of artwork, in both narrative words and numbers] _____ [insert narrative description of the artwork] (“Artwork”); and

WHEREAS, images of the artwork, together with the Owner’s or Owners’ opinion of the value of each piece of the Artwork, are contained in **Exhibit A**, attached hereto and incorporated into this Agreement by this reference; and

WHEREAS, the Owner or Owners desire to further the appreciation and understanding of art by exhibiting the Artwork at _____ [insert name of County facility at which the Artwork will be exhibited], at a County venue at _____ [insert street address of County facility at which the Artwork will be exhibited] in Arlington County, Virginia, United States of America (hereinafter “the Venue”); and

WHEREAS, the County desires to host an exhibition of the Artwork at the Venue,

NOW, THEREFORE, in consideration of the Parties’ mutual desires to exhibit the Artwork at the Venue on the dates and at the times described herein, the Parties agree that the Owner or Owners will provide the Artwork to the County for exhibition at the Venue on the following terms and conditions:

Terms and Conditions

1. **Title.** The Owner or Owners covenant that he, she, it, or they jointly have all legal right, title and interest necessary to execute this Agreement and to loan the Artwork to the County for exhibition at the Venue. During the Artwork’s exhibition at the Venue, and beginning at the time hereinafter provided, the County shall have custody and possession of the Artwork.

2. Exhibition Space. The County agrees that it will exhibit the Artwork at the Venue.

3. Loan; Payment to Owner or Owners [IF APPLICABLE].

A. The Owner or Owners agree to loan the Artwork to the County on the terms and conditions of this Agreement. The execution of this Agreement by the County does not obligate the County to borrow or exhibit the Artwork. If the County, in its sole discretion after execution of this Agreement and before the Owner or Owners place the Artwork in the possession of a freight carrier for shipping to Arlington County, decides not to exhibit the Artwork, then the County promptly will notify the Owner or Owners, in accordance with section **18.H.** of this Agreement, of the County’s decision not to exhibit the Artwork. Thereupon, the County will have no further obligation, pursuant to this Agreement or otherwise, to the Owner or Owners or to any one or more of them. If the County proceeds with the exhibition, then the County’s custody of the Artwork shall begin when the Artwork is delivered to the Venue by the Owner or Owners or their agent or agents.

B. In exchange for the Owner’s or Owners’ loan of the Artwork to the County, the County agrees to remit payment to the Owner or Owners in the amount of _____ Dollars (\$_____.00) in the form of an electronic bank transfer to the Owner’s or Owners’ designated bank account no later than 11:59 p.m Eastern Time on _____, 20__.
[Other payment terms to be added as necessary (i.e. staggered payments, payment form, etc.)]

4. Term; Effective Date; Exhibition Dates and Related Matters.

A. The term of this Agreement (hereinafter “Term”) shall begin on the date on which this Agreement is last signed by one of the Parties (“Effective Date”) and shall end on _____, 20__ **[insert Term ending date (not necessarily exhibit ending date)]**.

B. The exhibition of the Artwork shall begin at the Venue at _____ a.m. / p.m. **[insert start time]** Eastern Time on _____ **[insert start date]**, and shall end at _____ a.m. / p.m. **[insert end time]** Eastern Time on _____ **[insert end date]**. The exhibition may be extended by mutual agreement of the Parties. Any such agreed extension shall address the extension of insurance and all other requirements of this Agreement for the extended duration of the exhibition.

C. The title for the exhibition shall be _____.
The subtitle for the exhibition shall be _____.

D. The County’s custody of the Artwork shall begin upon delivery of the Artwork to the Venue, and shall end upon the pick up of the packed Artwork by the Owner’s or Owners’ designated freight carrier from the Venue.

E. This Agreement is not subject to renewal.

5. Delivery of the Artwork to the County.

A. The County shall pay, to the freight carrier or carriers chosen by the Owner or Owners, all costs (including taxes, duties, carnet fees, customs fees, broker fees, and other handling charges) for shipping and delivering the Artwork to the Venue.

B. The Owner or Owners, and not the County, shall be liable for any injury, loss, damage or destruction to the Artwork during its or their transit and delivery to the Venue.

6. Condition of the Artwork upon Arrival at the Venue.

A. Upon the unpacking of the Artwork and placement of the Artwork in the exhibition, the Owner or Owners shall, at its or their sole expense, certify to the County, in the form of **Exhibit B** ("Condition Report"), that the Artwork is, in the Owner's or Owners' opinion, in good condition except as specified in **Exhibit B**. Once completed by the Owner or Owners, the Condition Report shall be incorporated into this Agreement by this reference.

B. The Owner or Owners warrant that the Artwork, at the time that they are shipped to the County, will be in good condition, suitable for travel and shipping, and that proper packing procedures will be followed by the Owner or Owners and their agents in preparing the Artwork for shipping to the County.

C. If special installation hardware, exhibition display cases or a specialized installer are needed, they will be paid for by the County [**OR**] by the Owner or Owners [**depending on the agreement negotiated by County staff with the Owner or Owners**].

D. If additional registrar services are needed for the handling of particular artwork, (i.e. paperwork related to storage of work, additional crating services, etc.), then such services shall be paid for by County [**OR**] Owner or Owners [**depending on the agreement negotiated by County staff with the Owner or Owners**].

E. Travel expenses for the Owner or Owners, or their curators, artists or speakers shall be paid for by County [**OR**] Owner or Owners [**depending on the agreement negotiated by County staff with the Owner or Owners**].

F. The Owner or Owners shall, at least two (2) months prior to the date of the Artwork's arrival at the Venue, provide the County with instructions, written in English, that specifically describe all special care in handling and/or presentation of the Artwork after final placement in the exhibition.

G. If the County disagrees with the Owner's or Owners' opinions in **Exhibit B**, or if the County determines that the Artwork has been placed into the exhibition in a deteriorating or deteriorated condition, then the County will in writing (by email or hard copy) notify the Owner or Owners of this determination. The County's sole obligation regarding the Artwork's condition upon its placement into the exhibition shall be to notify the Owner or Owners of the County's determination made pursuant to this subsection. The Artwork's condition after final

placement and immediately prior to the exhibition's opening, as jointly documented by **Exhibit B** and the County's written determination, shall constitute the baseline condition of the Artwork for the purposes of determining liability for changes in the Artwork's condition during the exhibition.

H. If the Owner or Owners and County staff determine during the placement of the Artwork that there is insufficient space for all of the Artwork to be displayed, then the Owner or Owners, with input from County staff, shall decide which of the Artwork will not be placed in the exhibition. Any piece of the Artwork that is not displayed in the exhibition shall be jointly identified by the Parties in writing (by email or hard copy) and insured and stored by the County during the Term. In the event that the County is unable or unwilling to store the remaining Artwork at the Venue and the County chooses to store the remaining Artwork at a location other than the Venue, the County shall pay for the costs of such storage or shall pay for the remaining Artwork to be packed and shipped to a location of the Owner's or Owners' choosing. In the event that the County places any portion of the Artwork in storage during the Term or during the course of the exhibition, the County will not be responsible for any damage to the Artwork that occurs during such storage.

I. The County, as of the date of its execution of this Agreement, designates _____ [insert County employee name], _____ [insert County employee title], as project officer ("Project Officer"). The Project Officer shall be the County's on-site representative at the Venue during the exhibition and the person to whom the Owner or Owners or their agents or contractors address concerns during the unpacking of the Artwork and final placement of the Artwork into the exhibition, or during the exhibition.

7. Care of the Artwork by the County; Ongoing Maintenance; Emergency Preservation

A. The County shall ensure that only responsible and trained County staff and contractors handle the Artwork after it is unpacked and installed by the County.

B. After the Artwork is finally placed by County staff in exhibition at the Venue, the County shall maintain the Artwork, for the exhibition's duration, in the condition in which it existed upon the date on which the County provided the Owner or Owners with the County's determination in response to the Owner's or Owners' Condition Report. The County will not unframe, unglaze or remove the Artwork from any mat, mount or frame, or clean or transport the Artwork, except:

1. with the Owner's or Owners' prior written (by email or hard copy) permission; or
2. when necessary to preserve and protect the Artwork.

C. The Artwork will be displayed in galleries that are temperature-controlled and at light levels that are appropriate. Notwithstanding this subsection or any provision of this Agreement to the contrary, the County will not provide any particularized humidity or other ambient air controls in the spaces in which the Artwork is exhibited, and the Owner or Owners

acknowledge that the spaces will not be climate-controlled other than in the manner described in this subsection.

D. The County will provide ongoing maintenance of the exhibition and to the Artwork while the Artwork is installed at the Venue. This includes, without limitation, maintenance of digital / new media and cleaning and dusting of the Artwork. If digital media requires new hard drives, CDs, DVDs, etc., these must be provided by the Owner or Owners.

E. During the exhibition, the County shall at all times provide protection to the Artwork against theft, fire and damage from any cause. During times when the Venue is closed to the general public, the County shall cause the Venue's doors to be locked. The County shall have no obligation to provide any security for the Artwork that exceeds the security at all other times used by the County in the _____ **[insert names of Venue galleries or other spaces where the Artwork will be displayed]** where the Artwork will be placed at the Venue.

F. Notwithstanding any provision of this Agreement to the contrary, namely the section of this Agreement that allows the County to use digital images for exhibition-publicity and educational purposes, the County's sole use of the Artwork during the exhibition shall be for display. The exhibition will be placed in the _____ **[insert names of Venue galleries or other spaces where the Artwork will be displayed]**.

G. Except in the event of an emergency that does not require the County to obtain the prior written (by email or hard copy) consent of the Owner or Owners, the County shall obtain the Owner's or Owners' written (by email) consent prior to:

1. repairing or restoring the Artwork;
2. removing the Artwork from its frames; or
3. otherwise changing or altering the Artwork from the original physical condition in which it was received.

H. The County may apply any reversible emergency preservation measure to the Artwork without the Owner's or Owners' prior written (by email or hard copy) permission if:

1. in the County's sole opinion immediate action is required
 - a. to protect the Artwork or to protect other property in the County's custody or control; or
 - b. because the Artwork has become a health hazard;

and

2. the Parties are unable to cooperatively address the emergency because
 - a. the County is unable to obtain the Owner's or Owners' written (by email) consent prior to the time at which such emergency preservation measure must be used or applied; or

b. the Owner or Owners do not consent to such measure and are unwilling or unable to remove the Artwork from the Venue prior to the time at which such measure must be used or applied by the County.

I. If the County uses or applies any emergency preservation measure to the Artwork pursuant to subsection 7.H. above, then

1. the County has a right to perfect a lien on the Artwork and on any proceeds from any disposition of that lien for any related cost that the County incurs; and

2. the County is not and will not be liable to the Owner or Owners or any third party for injury or loss to the Artwork if:

a. the County had a reasonable belief at the time that the action was taken that:

i. the action was necessary to protect the Artwork or other property inside the Venue; or

ii. the Artwork constituted a hazard to the health and safety of the public or to the County's staff or agents; or

b. while applying the emergency preservation measure, the County exercised reasonable care in choosing and applying that emergency preservation measure (any technique applied must be reversible).

And

3. the County must use any insurance proceeds, to the extent that they are paid to the County, to cover the Owner's or Owners' loss.

8. Reproduction and Examination.

A. The Owner or Owners authorize the County to photograph any one or more of the pieces of the Artwork before, during and after the exhibition contemplated by this Agreement, for the purpose of reporting the Artwork's condition, documenting installation, or publicizing the exhibition.

B. The Owner or Owners hereby agree to make available to the County, by _____, 20__ [insert date], photographic reproductions of _____ () [insert number of pieces] of the Artwork for use by the County in publicity and educational material for the exhibition. Those _____ () [insert number of pieces from above] photographic reproductions may be used by the County in its sole discretion for in-house materials and media, and for external media, such as newspapers, blogs, websites, magazines, etc. Such reproductions shall not be for sale by the County. The Owner's or Owners' reproductions

made available to the County shall be in digital (*.jpg or *.jpeg) format and at least five (5) inches by eight (8) inches in size and have a resolution of at least 300 dpi, and be provided through a FTP site or other file transfer protocol. The Owner or Owners shall, by email, provide the title and appropriate credit for each of the _____ (____) [**insert number of pieces from above**] pieces of Artwork to be used in publicity and for educational purposes.

C. The Owner or Owners agree to provide to the County, by _____, 20__ , all written material in English for creating a promotional postcard, press release and the exhibition checklist. If such information and materials are not provided by _____, 20__ [**insert date from above**], the County may use information and materials already provided to it to create promotional postcard, press release and any other materials to communicate information about the exhibition in-house and to the public.

D. If a catalogue or larger publication is created for this exhibition, the costs of creating the catalogue or publication, and the sharing of such costs, will be determined by the Owner or Owners and the County. Such costs may include: design, research/writing, photography, illustration and back-end creation of a dedicated microsite within the County's website. Such costs shall be borne by the Parties as follows: [**allocation of costs between the parties to be described here**].

E. The Owner or Owners agree that they will provide an email response to the County within five (5) business days of receiving a proposed press release or other material sent to the Owner or Owners for proofreading before distribution to the public or otherwise. If no response is received by the County within five (5) business days of the County emailing such material to the Owner or Owners, the County nonetheless may proceed with distributing such material in any form.

9. Identification of the Artwork; Publicity and Sponsorships.

A. The County will label the Artwork by using a numbering system. If a numbering system is used, artwork in the exhibition will be numbered and will correspond to a checklist of titles that will be photocopied for the public to read and take, if they prefer. The checklist will be in English, with titles of each work and possible explanations of each piece of Artwork. If a label system is created, these labels will be created from the checklist provided to the County by the Owner or Owners, which checklist will be presumed to be correct. The County assumes no responsibility if the information on the checklist is incorrect and results in misinformation in the form of Artist's name, Title or value of artwork. The checklist shall be delivered to the County by the Owner or Owners at least eight (8) weeks prior to the date on which the Artwork will be delivered to the Venue. The credits stated in subsection B. below shall be included at the end of each listing.

B. The County shall include the Owner's name or Owners' logo, if it has been provided by the Owner or Owners to the County, and the following ownership credit in all advertising, invitations, catalogs, posters, leaflets, and museography relating to the exhibition:

[INSERT OWNERSHIP CREDIT HERE]

C. If the Venue is Artisphere, then all typography and signage pertaining to the Artwork shall use Artisphere's font, "Dinot", and no other font, unless otherwise agreed by the County and the Owner or Owners in writing. If the Venue is a County facility other than Artisphere, then all typography and signage pertaining to the Artwork shall use the font _____, and no other font [**selection to be made by County staff case-by-case**], unless otherwise agreed by the County and the Owner or Owners in writing.

D. Walls will be painted the color _____ [**insert color and manufacturer identifier, if applicable**].

E. The County shall be solely responsible for all costs incurred in presenting the Artwork after it is unpacked and placed into exhibition by the Owner or Owners. Such costs may include, but are not limited to, in-house costs related to promotion of the exhibition, publicity, previews, in-house educational programs, in-house entertainment, and opening receptions. The Owner or Owners may provide pre-printed material to the County for use in association with the exhibition, and such material may be used by the County in its sole discretion.

F. The County may seek sponsorships, from whatever persons or entities the County chooses, to defray the costs that the County incurs in presenting the exhibition. The County shall have no obligation to share sponsorship money with the Owner or Owners or with any third party.

G. The County shall take reasonable precautions to prevent visitors to the exhibition from filming, photographing, or otherwise reproducing the Artwork.

H. The County may rent the Venue to any third party for a special event while the exhibition contemplated by this Agreement is occurring. Any use of the Venue by a third party during the exhibition shall adhere to the County's safety and precautionary guidelines, and the County shall ensure that such third party's guests maintain a safe distance from the Artwork.

10. Insurance and Risk of Loss.

A. The Owner's or Owners' claimed values for the Artwork are listed in **Exhibit A**.

B. Upon delivery of the Artwork to the Venue, the County shall insure the Artwork as part of the County's fine-arts property insurance. The County's insurance shall name "_____" [**insert Owner's or Owners' name(s)**] as (an) additional insured(s). The County's obligation to provide insurance and bear any risk of loss shall begin when the Artwork is delivered to the Venue and shall end when the Artwork is delivered to the destination designated by the Owner or Owners after the Artwork is picked up from the Venue by the Owner or Owners or their designated freight carrier.

C. Any insurance obligation of the County is subject to the following conditions:

1. If the Artwork may be replaced to the Owner's or Owners' specifications, then the insured amount is limited to the cost of such replacement.

2. If the Artwork is fragile or otherwise difficult to insure, then, at the County's sole option, the Owner or Owners must either self-insure the Artwork during the exhibition or maintain a separate policy or policies of insurance throughout the exhibition.

3. The County's endorsement of this Agreement or provision of insurance coverage pursuant to the terms of this Agreement shall not constitute endorsement or approval by the County of the Owner's or Owners' claimed value for any piece of the Artwork.

a. The County, in its sole discretion, may require an appraisal or other reasonable evidence of the Artwork's values for insurance purposes.

b. If the Owner or Owners do not state a value for a piece of the Artwork or fail to produce reasonable evidence of the value of a piece of the Artwork, then the County, in its sole discretion, may either:

i. require the Owner or Owners to maintain their own insurance, with an insurance company acceptable to the County, on the Artwork throughout the exhibition; or

ii. insure the Artwork in any amount that the County determines (but such amount shall not constitute an appraisal).

c. The County shall not be liable to the Owner or Owners or any third party for any risk of loss beyond the insurance coverage provided by the County for the exhibition. Upon any loss or damage to the Artwork during the exhibition, the Owner's or Owners' recovery shall be limited to the amount of any insurance settlement from the property insurance policy covering the exhibition, and such payment by the County shall release the County and its officers, employees, and agents from liability for any claim arising out of such loss or damage.

4. Any self-insurance provided by the County in fulfillment of its insurance obligations set forth herein will contain exclusions for loss or damage due to war, invasion, hostilities, rebellion, insurrection, civil unrest, confiscation by order of any court, government or public authority, risks of contraband or illegal transpiration and/or trade, nuclear or atomic detonation or accident, act of terrorism, wear and tear, gradual deterioration, insects, vermin and inherent vice, and for damage sustained due to or resulting from any repairing, restoration or retouching process unless caused by fire or explosion.

11. Return of the Artwork to the Owner or Owners.

A. Upon the conclusion of the exhibition or termination of this Agreement, the County shall deinstall the exhibition and place the Artwork and all related exhibition equipment or materials in shipping containers that shall be provided to the County by the Owner or Owners. The County shall bear all costs for deinstalling the exhibition and crating the Artwork and related materials and equipment. The County shall bear all costs (including customs fees, broker fees, and other handling charges) for transporting the packed Artwork and related equipment and materials from the Venue to the destination selected by the Owner or Owners. The Owner or Owners shall notify the County in writing (by email or hard copy), in accordance with section **18.H.** of this Agreement, not later than _____, 20__ [**insert date**], of the precise street address to which the County is to ship the Artwork.

B. In the event that the exhibition is terminated on the exhibition's scheduled conclusion date, then the County shall have until 11:59 p.m. Eastern Time on _____, 20__ [**insert date**], to deinstall the exhibition and pack the Artwork and related materials and equipment. The County shall ensure that the crated Artwork departs the Venue by 11:59 p.m. Eastern Time on _____, 20__ [**insert date**], en route to the destination address provided to the County by the Owner or Owners.

C. In the event that the exhibition is terminated prior to the exhibition's scheduled conclusion date, then the Owner or Owners shall notify the County in writing (by email or hard copy), in accordance with section **18.H.** of this Agreement, by the seventh (7th) calendar day following the early-termination date, of the precise street address to which the County is to ship the Artwork. The County shall ship the crated Artwork to the destination address provided to the County by the Owner or Owners no later than 11:59 p.m. Eastern Time on the fifteenth (15th) business day after the early-termination date.

D. The County shall bear the risk of loss for the Artwork from the time when all of the Artwork is collectively delivered to the Venue by the Owner or Owners or their freight carrier, until the point in time that all of the crated Artwork departs the Venue.

12. Notice of Change in Ownership or Owner's or Owners' Address.

If at any time prior to or during the Term the legal or equitable title to any or all of the Artwork shall change or pass from the Owner or Owners to any other person or entity, then the Owner or Owners immediately shall provide written (by both email and hard copy) notice of the change to the County, together with the name(s) and address(es) of the new owner or owners of the Artwork. If the Owner's or Owners' address should change at any point during the Term, the Owner or Owners shall notify the County in writing (by both email and hard copy) of that change and the Owner's or Owners' new address.

13. Termination. This Agreement shall terminate upon the occurrence of any of the following acts or events:

A. For Convenience. Any Party has the right to terminate this Agreement for convenience by giving the other Party written notice (by both email and hard copy) of the

termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, the termination pursuant to this subsection shall be effective three (3) days after the date on which the terminating Party sends the written notice to the other Party.

B. Due to Fault. Upon breach of any term of this Agreement by any Party, this Agreement may be terminated by any non-breaching Party. The non-breaching Party shall notify the other Party of such termination by written notice (by both email and hard copy) to the breaching Party. The written notice shall describe the alleged breach. Notwithstanding any provision of this Agreement to the contrary, any termination pursuant to this subsection shall be effective three (3) days after the date on which the terminating Party sends the written notice to the other Party.

C. By Conclusion of the Term. Upon the conclusion of the Term, as defined hereinabove, this Agreement shall terminate automatically, without the necessity of notice by or from either Party.

14. Post-Termination Obligations of the County. When this Agreement is terminated, whether during the Term or at the end of the Term or any extension thereof, the County, with the assistance of the Owner's or Owners' curator(s), shall deinstall the exhibition and pack the Artwork and related equipment and materials. The County shall ship the Artwork to the Owner or Owners at the designated street address pursuant to section 11 of this Agreement. If the Owner or Owners do not inform the County of the Owner's or Owners' designated destination address as required by section 11, regardless of whether the termination occurs at or prior to the end of the Term, then the County, in its sole discretion, may take one or more of the following actions:

- A. place the Artwork in storage;
- B. charge the Owner or Owners for the County's costs incurred for Artwork storage and insurance; and
- C. perfect and enforce a lien for the County's storage and insurance costs.

The Owner or Owners covenant and agree that they are not and shall not be entitled to claim or receive consequential damages from the County for any termination of this Agreement.

15. Statutory Notice Required by Virginia Law.

The County hereby informs the Owner or Owners of the provisions of Title 55, Chapter 11.2, §§ 210.31 through 210.38 of the Code of Virginia, 1950, as amended, namely § 55-210.33, and the Owner or Owners hereby acknowledge their receipt of this notice. The name, address, and telephone number of the appropriate office or official to be contacted at the Venue for information regarding this Agreement is set forth hereinbelow.

16. Force Majeure.

For the purposes of this Agreement, “force majeure” means any strike, lockout, labor dispute, act of God, inability to obtain labor or any material or reasonable substitute for that labor or material, governmental restriction, change in law, governmental control, enemy or hostile government action, civil commotion, act of terrorism, fire or other casualty, or other cause beyond the reasonable control of the County or the Owner or Owners, except for financial matters. Any prevention, delay, stoppage, or failure to perform due to force majeure shall excuse the Party suffering from such force majeure for as long as such force majeure exists.

17. Title; Intellectual Property Indemnification.

The Owner or Owners warrant to the County that the Owner or Owners have full legal title to the Artwork and all permissions necessary from the Artwork’s artist or artists, or their heirs, successors or assigns, to agree to the exhibition of the Artwork in the manner described in this Agreement. The Owner or Owners indemnify and hold harmless the County from and against any liability, including the costs of claims, demands, threatened litigation or actual litigation, including damages and the County’s and the Owner’s or Owners’ attorneys’ fees, arising out of any allegation or claim by any individual, institution or other entity claiming full or partial title to, or intellectual property right, including copyright, in any or all of the Artwork or any reproduction thereof, arising under the laws of the United States of America, any foreign country, international law, treaty or convention, the Commonwealth of Virginia, or common law.

18. Miscellaneous Provisions.

A. No officer, employee, agent or contractor of the County shall be personally liable to the Owner or Owners for the County’s or such person’s actions in fulfilling the County’s obligations set forth in this Agreement.

B. The Owner or Owners must obtain the County’s prior written (by email and hard copy) consent before:

1. assigning this Agreement or any right or obligation of the Owner or Owners that is set forth herein, in whole or in part; or
2. delegating any duty arising under this Agreement, in whole or in part.

C. This Agreement is for benefit only of the County and the Owner or Owners, and shall inure to the benefit of and bind the County and the Owner or Owners and their respective heirs, successors, and assigns (if assignment is authorized as provided herein).

D. Governing Law; Jurisdiction, Forum and Venue. This Agreement, and any dispute regarding it, shall be governed in every respect by the laws of the Commonwealth of Virginia and of the United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws theory or doctrine. Any legal action relating to this Agreement or the subject matter hereof must be brought in the Circuit Court of

Arlington County, Virginia, or in the United States District for the Eastern District of Virginia, Alexandria Division, and in no other court or jurisdiction.

E. Nothing in this Agreement shall constitute or be considered to constitute a joint venture, partnership or agency relationship between the County and the Owner or Owners.

F. Survival of Terms. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and every remaining provision of this Agreement shall remain and be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is capable of more than one construction, meaning or interpretation, and such constructions, meanings or interpretations would have the effect of rendering the provision valid under one interpretation and invalid under another, then such provision shall have the construction, meaning or interpretation that renders it valid and enforceable.

G. No Waiver. No provision of this Agreement or breach of any provision of this Agreement will be deemed waived by either Party unless the Party against whom such provision or breach is claimed has agreed in writing (by both email and hard copy) to such waiver. Any waiver shall not be a waiver of any other provision of this Agreement. One Party's acceptance of another Party's performance after that performance became due shall not constitute the accepting Party's waiver of the breach or failure to timely perform unless the accepting Party expressly indicates otherwise in writing (by both email and hard copy).

H. Notices.

1. A Party's notice that is provided to the other Party pursuant to the terms of this Agreement shall be valid only if such notice is in writing (in the form or forms specified herein) and delivered in person or by public or private courier service or by certified mail with return receipt requested. Notice shall be deemed effective upon the first to occur of (i) the recipient's acknowledgement of receipt or the sender's receipt from the carrier, or (ii) five (5) business days after the notice is sent by the sender. A Party shall address each notice to the other Party at the following addresses or at any other address designated in writing (by both email and hard copy) by a Party pursuant to section 12 of this Agreement:

a. If to the County:

_____ [County recipient's name]
_____ [County recipient's title]
Arlington County, Virginia
_____ [street, number and suite]
Arlington, Virginia _____ [ZIP code]
United States of America
_____ [Telephone Number]
_____ [Email Address]

b. If to the Owner or Owners:

_____	[notice recipient's name]
_____	[notice recipient's title]
_____	[Owner's or Owners' name]
_____	[street and number]
_____	[City]
_____	[State or Province]
_____	[Country]
_____	[Telephone Number]
_____	[Email Address]

2. Any such notice provided pursuant to this Agreement shall be deemed to have been given on the earlier of:

- a. the date of actual delivery to the receiving Party or the date on which such receiving Party refuses to accept delivery; or
- b. the date on which the notice is mailed by certified mail.

I. Hold Harmless. The Owner or Owners covenant, for themselves, their employees, contractors, and subcontractors, to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, contractors, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including reasonable court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with, the Owner's or Owners' acts or omissions, including the acts or omissions of their employees, agents, and contractors, in performance or nonperformance of the Owner's or Owners' duties and obligations set forth in this Agreement. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. If, after notice by the County, the Owner or Owners fail or refuse to fulfill their obligations contained in this section, the Owner or Owners shall be liable for and shall reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Owner or Owners shall pay such expenses upon demand by the County.

J. Non-Appropriation. All of the County's obligations under this Agreement are subject to the appropriation of funds by the County Board of Arlington County, Virginia, for the specific purpose of satisfying the payment and performance of such obligations.

K. No Waiver of Sovereign Immunity. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the County pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the

County, or of its elected and appointed officials, officers and employees, arising out of any international, federal, or state law.

L. No Rights in Third Parties. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person other the Parties, rights as a third-party beneficiary hereunder or authorize any person or entity that is not a Party hereto to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

M. Use of the English Language. The Parties covenant and agree that this Agreement is in the English language and that they will sign this Agreement in the English language. The Parties covenant and agree that the English language alone shall be used for the interpretation of this Agreement.

N. Incorporation; Meaning of “day”. The Recitals contained hereinabove are expressly incorporated into these terms and conditions by this reference. The term “day” when used in this Agreement shall mean “calendar day”.

O. Entire Agreement; Merger. This Agreement, including any attachments or exhibits hereto, constitutes the entire agreement of the County and the Owner or Owners regarding the exhibition of the Artwork. This Agreement supersedes any prior or contemporaneous agreement between the County and the Owner or Owners regarding the exhibition, whether such agreement was oral or written. Any oral representation between the Parties is not binding on the Parties unless it is set forth in this Agreement or a written attachment or exhibit hereto. The Parties have not entered any warranty, representation or other agreement in connection with the exhibition other than as set forth in this Agreement. Any supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding only if the Parties have agreed to it in writing (in the form or forms specifically prescribed herein, or otherwise by both email and hard copy).

WITNESS THE FOLLOWING SIGNATURES reflecting the Parties' agreement to the terms and conditions hereinabove, indicating their intent to be legally bound thereby, and representing that they are authorized to enter into this Agreement and to bind the respective entities:

The County Board of Arlington County, Virginia

By: _____

Printed name: _____

Title: _____

Date: _____

[OWNER OR OWNERS; IF MORE THAN ONE, THEN ONE SIGNATURE SECTION SHOULD BE INCLUDED HERE FOR EACH OWNER]

By: _____

Printed name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

County Attorney

RIDER 1

Registrar Services

The County [**OR**] Owner or Owners [**depending on the determination regarding which party is to for shipping**] shall ensure that the Artwork is registered with a registrar service acceptable to both the County and the Owner or Owners during the Artwork's shipping and transit to the Venue.

RIDER 2**Services Provided by the Owner's or Owners' Curator, Curators or Specialist(s)**

- A. From _____ to _____, 20__, for _____ () nights, the County shall provide hotel accommodations (excluding incidental expenses), at a hotel of the County's choosing and proximate to the Venue, and a per diem of _____ Dollars (\$____.00) to _____ () **[insert number of curators or specialists]** curator(s) or specialist(s) representing the Owner or Owners at the Venue. From _____, 20__, to _____, 20__, for _____ () nights, the County shall provide hotel accommodations (excluding incidental expenses), at a hotel of the County's choosing and proximate to the Venue, and a per diem of _____ Dollars (\$____.00) to _____ () **[insert number of curators or specialists]** curator(s) and / or specialist(s) representing the Owner or Owners at the Venue.
- B. The County shall pay for the accommodations (excluding incidental expenses) by direct payment to the hotel and for the per diem by payment to the Owner or Owners in the form of two (2) electronic funds transfers, one delivered to the Owner's or Owners' designated bank account upon the curator's, curators', specialist's, or specialists' arrival at the Venue by _____, 20__, and another delivered to the Owner's or Owners' designated bank account upon the curator's, curators', specialist's, or specialists' arrival at the Venue by _____, 20__.
- C. In no event shall the County be required to provide more than _____ () nights' accommodation or _____ () days' per diem on _____ () **[insert number of occasions]** occasions - during unpacking and placement of the Artwork in the exhibition and during removal of the Artwork from the exhibition and the packing of the Artwork for shipment.
- D. **[add additional terms here as necessary regarding travel or other expenses]**
- E. The County shall have no obligation to pay for any costs incurred by the Owner's or Owners' curators, specialists, agents or employees, except as provided in this section.

EXHIBIT A

List, Description and Owner's or Owners' Claimed Values of the Artwork

For the purposes of this Exhibit, the term "USD" shall mean "United States Dollars".

EXHIBIT B

CONDITION REPORT

Exhibition title: _____

Exhibition dates: _____

Artist: _____

Work title: _____

Work date: _____

Work size [HxWxD]: _____



Comments: Incoming Outgoing

Made by: _____

Date: _____

Comments: Incoming Outgoing

Made by:

Date:

Work Supports: Framed Un-framed Matted Paper Canvas
 Aluminum Wood
 Other:

Materials:

Oil Acrylic Ink Watercolor Charcoal/ Pastel
Pencil Photograph Type: _____
 Multimedia or Other: _____

Protected:

Varnished Un-varnished Glass Plexi-glass
Other: _____

COMMENTS:

AN ORDINANCE TO AMEND, REENACT AND RECODIFY THE ARLINGTON COUNTY ZONING ORDINANCE, SECTIONS 20 (APPENDIX A) AND 34 IN ORDER TO PERMIT TEMPORARY SIDEWALK SIGNS, COMMERCIAL MESSAGES ON UMBRELLAS AND COORDINATED SIGNS FOR PUBLIC PARKING GARAGES; IN ORDER TO REDUCE OR PREVENT CONGESTION IN THE STREETS, TO ENCOURAGE ECONOMIC DEVELOPMENT; AND FOR OTHER REASONS REQUIRED BY THE PUBLIC NECESSITY, CONVENIENCE AND GENERAL WELFARE, AND GOOD ZONING PRACTICE.

Be it ordained that the Arlington County Zoning Ordinance provisions in Sections 20 (Appendix A) and 34 are hereby amended, reenacted and recodified as follows in order to permit temporary sidewalk signs, commercial messages on umbrellas and coordinated signs for public parking garages; in order to reduce or prevent congestion in the streets, to encourage economic development; and for other reasons required by the public necessity, convenience and general welfare, and good zoning practice:

* * *

Proposed amendments are shown as follows:

- Text denoted with underline or ~~striketrough~~ is text proposed to be added or ~~deleted~~, respectively.
- Text denoted with ~~double-striketrough~~ or double-underline or is text from the existing ordinance that proposed to be ~~removed from one subsection~~ relocated to another, respectively.
- **Highlighted** text denoted with underline is text proposed to be added, reflecting a change since the authorization for advertisement of the proposed amendment.

1 **SECTION 20 (APPENDIX A) THE COLUMBIA PIKE SPECIAL REVITALIZATION**
 2 **DISTRICT FORM BASED CODE**

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 4 * * *

5
 6 **VI. ARCHITECTURAL STANDARDS**

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 8 * * *

9
 10 **F. Signage**

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 12 * * *

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 14 **2. STANDARDS FOR SIGNAGE (WHERE CLEARLY VISIBLE FROM THE STREET)**

15 Signs that are permitted in Section 34.A.1, 34.A.4, 34.D.4, 34.E, 34.F.1, 34.F.5, 34.F.7
16 and 34.J of the Zoning Ordinance are permitted on property developed under the Form
17 Based Code.

18
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20 **SECTION 34. NAMEPLATES, SIGNS, AND OTHER DISPLAYS OR DEVICES TO**
21 **DIRECT, IDENTIFY, AND INFORM***

22
23

* * *

24 **B. Definitions.**

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* * *

28 Commercial message. A sign, wording, logo, or other representation that, directly or
29 indirectly, names, advertises, or calls attention to a business, product service or other commercial
30 activity.

31

32 Establishment. A business or organization offering goods or services to the public,
33 including non-profit organizations.

34
35

* * *

36 Landscape and utility zone. The area of the sidewalk bounded by the edge of the curb
37 and a line parallel to the curb formed by connecting the edge of the street tree pits or landscape
38 strips farthest from the curb, where landscaping, street trees, utilities, and other elements, such as
39 but not limited to benches, parking meters, bicycle racks, streetlights, garbage cans, signs and
40 bus shelters, are located.

41
42

* * *

43 Temporary sidewalk sign. A temporary, self-supporting sign made of durable material
44 and located on the sidewalk in front of a use for which such a sign is allowed.

45
46

* * *

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48

E. Signs Permitted in All Districts Without Permits.

49

50 No permit shall be required for any of the following signs and the same may be displayed as
51 freestanding signs on private property, unless otherwise specifically noted, in any district, unless
52 otherwise specified below:

53
54

* * *

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58 16. Temporary Sidewalk Signs meeting all of the standards in 34.E.16.a and b below
59 shall be permitted only for Establishments (but not for home occupations pursuant
60 to 31.A.12) in C, M, RA-H-3.2, RA4.8, R-C, Public and Special Districts

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a. General Standards

<u>Maximum size</u>	<u>7 sq. ft. per side (may be two-sided)</u>
<u>Maximum height</u>	<u>3.5 ft.</u>
<u>Number allowed</u>	<u>One per public entrance directly from sidewalk into establishment</u>
<u>Separate lighting?</u>	<u>No</u>
<u>Commercial messages?</u>	<u>Yes, related to establishment for which sign is allowed</u>

b. Other Standards:

- 1) No more than one temporary sidewalk sign is permitted for each public entrance to an establishment. For purposes of this subsection 34.E.16.b.1 , a parking garage is an establishment and public entrance includes a vehicular entrance;
- 2) If an establishment has more than one public entrance and two or more of the public entrances face the same street and are located within 200 feet or less of each other, then a sign shall be allowed for only one of the public entrances;
- 3) Such signs may be placed on the sidewalk only during hours the establishment is open;
- 4) Temporary sidewalk signs shall be permitted only on sidewalks where there is an existing minimum six-foot clear walkway (an unobstructed area serving as circulation space for pedestrians). In order to provide adequate clearance for pedestrians and persons with visual and mobility disabilities, such signs shall not be placed within any required clear walkway for the site, and shall be located either entirely within two feet of the building face, or within the landscape and utility zone such that there is at least one foot between the sign and the edge of the curb (on sidewalks where there is no landscaping, sidewalk signs may be placed within four feet of the edge of the curb if such placement maintains the clear walkway required in this subparagraph and maintains at least one foot between the sign and the edge of the curb);
- 5) Temporary sidewalk signs shall not be placed in tree pits that are not covered with hard grates;
- 6) Such signs shall be self-supporting with legs or supports that are continuous with the plane of the sign face; and
- 7) Any sign found by the Zoning Administrator to be unsafe or to present a hazard or to impair a required clear walkway shall be removed immediately.

17. In permitted outdoor cafes, umbrellas may include commercial messages related to the dining facility or products served there or noncommercial messages, provided that the messages are no greater than a total of four square feet on any individual umbrella.

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F. Signs Permitted in All Districts, Unless Otherwise Specified, With Permits

* * *

7. All public parking facilities in the Rosslyn Metro Station area, bounded by North Rhodes Street, Lee Highway, Arlington Boulevard and Arlington Ridge Road may obtain a sign permit from the Zoning Administrator for the signs described below and subject to the following regulations:

- a. One (1) building sign or projecting sign per garage entrance to a public parking facility which identifies the location of publicly accessible parking. For purposes of this Section 34.K, 34.F.7 a public parking facility is defined as a garage that provides parking for members of the general public, at a minimum, after business from 6 p.m. to 10 p.m. Monday through Friday and either all weekend or for at least eight (8) hours, in total, between 8 a.m. and 6 p.m. on Saturday and Sunday. The sign shall meet all standards prescribed for Arlington County Way Finding Signs. Compliance with these standards shall be determined by the Zoning Administrator including, based on factors that include but are limited to: location; color; size; shape and lettering. The sign shall not exceed six and one-half (6.5) square feet in size nor shall any dimension of the sign exceed four (4) feet.
- b. When a sign for a public parking facility is approved and placed pursuant to this Section 34.K, 34.F.7 no other parking garage identification signs may be on the exterior of the building.
- c. Amendments to approved comprehensive sign plans shall not be required for signs permitted by this Section 34.K-34.F.7., but such signs shall be permitted in addition to the signs allowed under a comprehensive sign plan.

* * *

~~**K. Signs Permitted in Specified Areas with Permits.**~~

~~Public parking facilities in the Rosslyn Metro Station area, bounded by North Rhodes Street, Lee Highway, Arlington Boulevard and Arlington Ridge Road may obtain a sign permit from the Zoning Administrator for the signs described below and subject to the following regulations:~~

- ~~1. One (1) building sign or projecting sign per garage entrance to a public parking facility which identifies the location of publicly accessible parking. For purposes of this Section 34.K, a public parking facility is defined as a garage that provides parking for members of the general public, at a minimum, after business from 6 p.m. to 10 p.m. Monday through Friday and either all weekend or for at least eight (8) hours, in total, between 8 a.m. and 6 p.m. on Saturday and Sunday. The sign shall meet all standards prescribed by the Zoning Administrator including, but not limited to: location; color; size; shape and lettering. The sign shall not exceed six~~

- 143 ~~and one half (6.5 square feet in size nor shall any dimension of the sign exceed~~
144 ~~four (4) feet.~~
- 145 ~~2. When a sign for a public parking facility is approved and placed pursuant to this~~
146 ~~Section 34.K, no other parking garage identification signs may be on the exterior~~
147 ~~of the building.~~
- 148 ~~3. Amendments to approved comprehensive sign plans shall not be required for~~
149 ~~signs permitted by this Section 34.K.~~
- 150 ~~4. Any sign permitted in Section 34.K shall not be counted in calculating the~~
151 ~~permitted number of signs or the sign area for limitations set forth in Sections~~
152 ~~34.E., 34.G, or 34.H.~~

Five-Year Review of Arlington County's Comprehensive Plan 2005-2010



ARLINGTON
VIRGINIA

COMPREHENSIVE PLAN ELEMENTS

GENERAL LAND USE PLAN | MASTER TRANSPORTATION PLAN
STORM WATER MASTER PLAN | WATER DISTRIBUTION SYSTEM MASTER PLAN
SANITARY SEWER COLLECTION SYSTEM MASTER PLAN | RECYCLING PROGRAM IMPLEMENTATION PLAN
CHESAPEAKE BAY PRESERVATION ORDINANCE AND MAP | PUBLIC SPACES MASTER PLAN
HISTORIC PRESERVATION MASTER PLAN

Five-Year Review of Arlington County's Comprehensive Plan

July 1, 2005 – June 30, 2010

October 11, 2011

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Arlington will be a diverse and inclusive world-class urban community with secure, attractive residential and commercial neighborhoods where people unite to form a caring, learning, participating, sustainable community in which each person is important.

Arlington County Vision

I. Introduction

The Code of Virginia requires all governing bodies in the Commonwealth to have an adopted Comprehensive Plan and for the local planning commission to review the plan at least once every five years.¹ The Comprehensive Plan was established in order that Arlington County may remain a safe, healthy, convenient and prosperous community and an attractive place in which to live, work and play, with stable or expanding values and potentialities for growth and continued economic health. The purpose of the Comprehensive Plan is to guide the coordinated and harmonious development of Arlington County through the provision of high standards of public services and facilities.

Since its original adoption, Arlington's Comprehensive Plan has been continually updated and expanded and now comprises several elements including the General Land Use Plan, the Master Transportation Plan, the Storm Water Master Plan, the Water Distribution System Master Plan, the Sanitary Sewer Collection System Master Plan, the Recycling Program Implementation Plan and Map, the Chesapeake Bay Preservation Ordinance and Plan, the Public Spaces Master Plan and the Historic Preservation Master Plan. The Five-Year Review of the Comprehensive Plan provides the County Board the opportunity to review the changes made to the Comprehensive Plan over the past five years. This review helps the County Board determine whether any element of the Comprehensive Plan should be amended within the next five-year period. Staff concludes that, in general, the Comprehensive Plan continues to address the land use goals and planning policies adopted by the County Board. However, during the next five years, updates to certain elements of the Comprehensive Plan and certain detailed land use studies may be needed for specific areas of the County where conditions warrant a comprehensive review of existing policies.

The Planning Division of the Department of Community Planning, Housing and Development has prepared this report primarily as a summary of the amendments to the Comprehensive Plan approved by the County Board between July 1, 2005 and June 30, 2010. The report is divided into seven primary sections. Sections I and II provide an overview of this document and a brief description of each element of the Comprehensive Plan and its supporting documents. Section III summarizes all revisions to the Comprehensive Plan considered by the Planning Commission and the County Board over the past several years and highlights major accomplishments. Section IV compares the projects mentioned in the 2005 Five-Year Review with those completed during the time period covered in this Five-Year Review. Section V provides updates from July 1, 2010 to June 30, 2011. Section VI includes a list of planning initiatives that may be undertaken between now and 2015 and that may result in future amendments to the Comprehensive Plan. The document concludes with Section VII, a summary of the public review process.

¹ See appendix for excerpts from the Code of Virginia.

II. The Comprehensive Plan as of June 30, 2010

Background

The Code of Virginia requires all governing bodies in the Commonwealth to have an adopted Comprehensive Plan. Arlington County's Comprehensive Plan was established by resolution of the County Board on August 27, 1960. This resolution called for the preparation of Arlington County's Comprehensive Plan, which originally included five elements: the General Land Use Plan, the Water Distribution System Master Plan, the Sanitary Sewer Collection System Master Plan, the Storm Sewer Plan and the Major Thoroughfare and Collector Streets Plan. In later years, additional elements were added to the Comprehensive Plan and some were replaced by new plans. For example, the Major Thoroughfare and Collector Streets Plan was replaced in 1986 by the Master Transportation Plan. Elements added to the Comprehensive Plan include the Recycling Program Implementation Plan and Map in 1990, the Chesapeake Bay Preservation Ordinance and Plan in 1992, the Open Space Master Plan, now the Public Spaces Master Plan, in 1994, the Chesapeake Bay Preservation Ordinance and Plan in 2001 and the Historic Preservation Master Plan in 2006.

Goals and Objectives

The Comprehensive Plan was established in order that Arlington County may remain a safe, healthy, convenient and prosperous community and an attractive place in which to live, work and play, with stable or expanding values and potentialities for growth and continued economic health. The purpose of the Comprehensive Plan is to guide the coordinated and harmonious development of Arlington County through the provision of high standards of public services and facilities based on the following general principles²:

- Retention of the predominantly residential character of the County, and limitation of intense development to limited and defined areas;
- Promotion of sound business, commercial and light industrial activities in designated areas appropriately related to residential neighborhoods;
- Development of governmental facilities which will promote efficiency of operation and optimum public safety and service, including the areas of health, welfare, culture and recreation;
- Provision of an adequate supply of water effectively distributed;
- Maintenance of sewage disposal standards acceptable to the immediate County area and its neighbors in the entire Washington Metropolitan Area and consistent with the program of pollution abatement of the Potomac River;
- Provision of an adequate storm water drainage system; and
- Provision of an adequate system of traffic routes which is designed to form an integral part of the highway and transportation system of the County and region, assuring a safe, convenient flow of traffic, thereby facilitating economic and social interchange in the County.

² These principles were included in the County Board Resolution concerning the Comprehensive Plan adopted by the County Board in 1960.

In addition, the County Board has endorsed a land use policy which has evolved from an extensive citizen participation process and is designed to ensure that Arlington is a balanced community which provides residential, recreational, educational, health, shopping and employment opportunities with good transportation supported by a strong tax base and the effective use of public funds. An overarching theme of many of Arlington's initiatives, from land use to transportation to stormwater management, is that of sustainability and Smart Growth. In support of Arlington's overall policy goals, the following adopted land use goals and objectives have been incorporated into the Comprehensive Plan³:

- Concentrate high density residential, commercial and office development within designated Metro Station Areas in the Rosslyn-Ballston and Jefferson Davis Metrorail transit corridors. This policy encourages the use of public transit and reduces the use of motor vehicles.
- Promote mixed-use development in Metro Station Areas to provide a balance of residential, shopping and employment opportunities. The intent of this policy is to achieve continuous use and activity in these areas.
- Increase the supply of housing by encouraging construction of a variety of housing types and prices at a range of heights and densities in and near Metro Station Areas. The Plan allows a significant number of townhouses, mid-rise and high-rise dwelling units within designated Metro Station Areas.
- Preserve and enhance existing single-family and apartment neighborhoods. Within Metro Station Areas, land use densities are concentrated near the Metro Station, tapering down to surrounding residential areas to limit the impacts of high-density development. Throughout the County, the Neighborhood Conservation Program and other community improvement programs help preserve and enhance older residential areas and help provide housing at a range of price levels and densities.
- Preserve and enhance neighborhood retail areas. The County encourages the preservation and revitalization of neighborhood retail areas that serve everyday shopping and service needs and are consistent with adopted County plans. The Commercial Revitalization Program concentrates public capital improvements and County services in these areas to stimulate private reinvestment.

Other goals and objectives have been incorporated into the Comprehensive Plan through the years, including the provision of an adequate supply of beneficial open space which is safe, accessible and enjoyable, as outlined in the Public Spaces Master Plan, and targets for affordable housing, as set forth in the General Land Use Plan.

³ These goals and objectives were incorporated into the General Land Use Plan (an element of the Comprehensive Plan) which is the primary policy guide for the development of Arlington County.

Elements of the Comprehensive Plan

Arlington County's Comprehensive Plan is currently comprised of the following nine elements:

- General Land Use Plan
- Master Transportation Plan
- Storm Water Master Plan
- Water Distribution System Master Plan
- Sanitary Sewer Collection System Master Plan
- Recycling Program Implementation Plan and Map
- Chesapeake Bay Preservation Ordinance and Plan
- Public Spaces Master Plan
- Historic Preservation Master Plan

Although the Planning Division in the Department of Community Planning, Housing and Development is responsible for the overall coordination and review of the Comprehensive Plan, several agencies within Arlington County are responsible for the review of the specific elements that make up the Comprehensive Plan. A description of each element and the name of the agency responsible for that element follows:

General Land Use Plan

Initial Adoption: August 12, 1961

Current Plan: General Land Use Plan with amendments through April 27, 2004 (print version); General Land Use Plan updated quarterly with all amendments (web version)

Purpose and Scope: The General Land Use Plan is the primary guide for the future development of the County. The plan establishes the overall character, extent and location of various land uses and serves as the guide to communicate the policy of the County Board to citizens, businesses, developers and others involved in the development of the County. In addition, the General Land Use Plan serves as a guide for the County Board in its decisions concerning future development.

The County first adopted a General Land Use Plan in 1961. Since then, the plan has been updated and periodically amended to more clearly reflect the intended use for a particular area. The plan is amended either as part of a long-term planning process for a designated area or as the result of an individual request for a specific change. Since its initial printing, there have been numerous updates and amendments to the General Land Use Plan.

Any person may request a change to the General Land Use Plan by writing a letter to the Chairman of the County Board identifying

the specific area and requested General Land Use Plan designation.

Publications: The General Land Use Plan was first printed in 1961. Reprintings, to reflect revisions to the Plan, have taken place in 1964, 1966, 1975, 1979, 1983, 1987, 1990, 1996, and 2004. The next reprinting will take place in 2011. The General Land Use Plan is also available online and is updated quarterly to reflect ongoing amendments.

Agency Responsible: Department of Community Planning, Housing and Development; Planning Division

Master Transportation Plan

Initial Adoption: 1941

Current Plan: Master Transportation Plan subelements:

Goals & Policies Element (2007)

Map Element (2007)

Bicycle Element (2008)

Pedestrian Element (2008)

Transportation Demand & System Management Element (2008)

Transit Element (2009)

Parking & Curbspace Management Element (2009)

Purpose and Scope: Arlington's original transportation plan was the Major Thoroughfare and Collector Streets Plan. Since its adoption in 1941, the plan has been updated and expanded to address multiple travel modes. For streets, the initial plan of 1941 was updated in 1960 and 1975, and became part of the 1986 Master Transportation Plan. For bikeways, the initial plan adopted in 1974 was updated in 1977, 1986 and again in 1994 as part of the Master Transportation Plan. The initial Master Transit Plan adopted in 1976 was partially updated in 1989 with the inclusion of the Paratransit Plan. The 1978 Master Walkways Policy Plan was also updated in 1986 as a part of the Master Transportation Plan and in 1997 as the Pedestrian Transportation Plan.

The Master Transportation Plan establishes the principles to guide the implementation of transportation facilities to address future transportation needs and challenges in Arlington County. The Master Transportation Plan provides:

- the overall rationale for developing transportation facilities (transit networks, roads, walkways and/or bikeways) to meet future travel needs;
- a basis for establishing County transportation-related program priorities;
- a framework for offering advice to other agencies responsible for transportation in this area; and
- an overall direction to guide transportation projects in Arlington County.

In October 2004, the Arlington County Board directed the Transportation Commission and County staff to undertake an update of the County's Master Transportation Plan. Eight subelements will constitute the new Master Transportation Plan and seven of the eight individually written components were adopted by June 30, 2010. Completion of the final component, the Streets Element, occurred in February 2011 (*see section V for update*).

Publications: The adopted subelements of the Master Transportation Plan were printed between 2007 and 2011 and are also available online.

Agency Responsible: Department of Environmental Services; Transportation Division

Storm Water Master Plan

Initial Adoption: December 1957

Current Plan: September 1996

Purpose and Scope: The County Board originally adopted the Storm Sewer Plan in 1957. In 1975, Water Resources Engineers, Inc. prepared the Four Mile Run Watershed Runoff Control Program Hydrology Report, which included a computer model of the watershed. The purpose of this study was to provide the tools to help ensure that new development and redevelopment do not increase the one percent annual flow in Four Mile Run. The one percent annual flow is the flow that on average will be equaled or exceeded once every 100 years.

In September 1996, the County Board adopted the Storm Water Master Plan to replace the 1957 Storm Sewer Plan. The Storm Water Master Plan prioritizes individual watersheds for detailed hydrologic, hydraulic and water quality analyses and addresses new state and federal environmental laws and regulations, floodplain management issues, concerns regarding stream valley conditions, new technology, design methods and engineering practices.

Publications: The Storm Water Master Plan was printed in September 1996 and is available online.

Agency Responsible: Department of Environmental Services; Office of Sustainability and Environmental Management

Water Distribution System Master Plan

Initial Adoption: March 15, 1958

Current Plan: September 1992

Purpose and Scope: The Water Distribution System Master Plan, adopted by the County Board in September 1992, is the policy document that guides the operation, maintenance and expansion of the County water system. The plan evaluates the existing water distribution system facilities and operation practices and determines the policy and facility improvements that will be necessary to provide and maintain the desired quality of service.

Publications: The Water Distribution System Master Plan was printed in July 1992 and is available online.

Agency Responsible: Department of Environmental Services; Water, Sewers, Streets Bureau

Sanitary Sewer Collection System Master Plan

Initial Adoption: September 23, 1961

Current Plan: September 2002

Purpose and Scope: The Arlington County sanitary sewer collection system collects and treats wastewater produced in Arlington County and some adjoining portions of Fairfax County, the City of Alexandria and the City of Falls Church. The Sanitary Sewer Collection System Master Plan, adopted by the County Board in December 2002, evaluates the current sanitary sewer collection system facilities, practices and programs and determines the policies and facility improvements needed to provide and maintain adequate service now and in the future.

Publications: The Sanitary Sewer Collection System Master Plan was printed in December 2002 and is available online.

Agency Responsible: Department of Environmental Services; Water, Sewers, Streets Bureau

Recycling Program Implementation Plan and Map

Initial Adoption:	December 8, 1990
Current Plan:	Recycling Program Implementation Plan, February 1990; Recycling Centers Map, December 2008
Purpose and Scope:	The Recycling Program Implementation Plan was prepared in compliance with a requirement in the Code of Virginia to include the location of existing recycling centers in the Comprehensive Plan. The purpose of the plan is to provide a guide for the development of effective recycling programs in Arlington. The plan includes major recommendations related to the implementation of multi-material curbside collection of source separated recyclables from single-family dwellings; the implementation of a multi-material source separation recycling in the multifamily and commercial waste segments; planning of a materials recovery facility to serve the County; and, the implementation of a public education/promotion program which stresses source reduction and recycling. The plan also includes a map that shows the location of existing recycling centers.
Publications:	The Recycling Program Implementation Plan was printed in February 1990 and the Recycling Centers Map was first printed in April 1995, with an updated version printed in December 2008. Both are available online.
Agency Responsible:	Department of Environmental Services; Solid Waste Bureau

Chesapeake Bay Preservation Ordinance and Plan

Initial Adoption:	May 1992 (original ordinance); April 2001 (plan); February 2003 (revised ordinance)
Current Plan:	Same
Purpose and Scope:	Arlington County was required to adopt a new Chesapeake Bay element of its Comprehensive Plan, under the provisions of 9 VAC 10-20-220(A)(2). The purpose of the Chesapeake Bay Preservation Plan is to satisfy this requirement of the Chesapeake Bay Local Assistance Division. The plan addresses the following issues: Arlington County's water resources; existing and potential sources of pollution; existing County programs that address water quality management; policies and programs that relate to the County's implementation of the Chesapeake Bay Preservation Ordinance; and implementation measures to protect and improve the County's streams and riparian buffers adjacent to streams. The Chesapeake Bay Preservation Plan was closely coordinated with the County's adopted Watershed Management Plan. Both plans recommend a consistent phased implementation plan. This

implementation plan reflects the results of a comprehensive inventory of County streams conducted during the summer of 1999, as well as recommendations of the Chesapeake Bay Preservation Task Force, which presented a report to the County Board in July 2000.

Publications: The Chesapeake Bay Preservation Plan was printed in April 2001 and is available online.

Agency Responsible: The Department of Environmental Services; Office of Sustainability and Environmental Management

Public Spaces Master Plan

Initial Adoption: September 1994

Current Plan: The Public Spaces Master Plan replaced the Open Space Master Plan in December 2005.

Purpose and Scope: The Public Spaces Master Plan provides policy guidance for the future of Arlington's public space. The plan is designed to establish the overall character, extent and location of public space. The plan includes objectives, strategies and recommended actions designed to ensure the provision of an adequate supply of beneficial public space, which is safe, accessible and enjoyable for this and future generations in the County. The Public Spaces Master Plan also identifies open space deficiencies and potential acquisition sites. The plan sets forth six major objectives to guide policy-making, public investments and County management of public spaces during the next two decades. The objectives are to balance acquisition and development of public spaces; preserve and enhance the environment; improve access and usability; enhance arts, culture and history; develop and enhance partnerships; and manage assets effectively. The Department of Parks, Recreation and Cultural Resources will begin working on an update to the Public Spaces Master Plan in early 2012. The update is expected to be completed by the end of 2012. The updated Public Spaces Master Plan will incorporate key portions of the Land Acquisition Policy and the Natural Resource Management Plan.

Arlington's Urban Forest Master Plan, a subelement of the Public Spaces Master Plan, was initiated by the Department of Parks, Recreation and Cultural Resources and Arlington's Urban Forestry Commission, under the direction of the Arlington County Board, to facilitate the County's ongoing commitment to enhance and preserve Arlington's tree canopy. The plan was adopted by the County Board in July 2004. The Master Plan has the following components: a Geographic Information Systems (GIS) street tree inventory, a tree canopy satellite analysis, long-range goals and

recommendations, along with a final Urban Forest Master Plan report including GIS-based planting plans. In October 2009, Arlington County received an updated satellite analysis of tree canopy coverage. The analysis also provides Arlington with a GIS layer that enables staff to calculate tree canopy coverage in any geographical area of the County, such as within individual civic associations, land use areas, residential neighborhoods and business corridors. The Department of Parks, Recreation and Cultural Resources will begin working on an update to the Urban Forest Master Plan in late 2011. The update is expected to be completed near the end of 2012. The updated Urban Forest Master Plan will ultimately contribute to the attractiveness and sustainability of Arlington through enhancements to the tree canopy.

The Public Art Master Plan, another subelement of the Public Spaces Master Plan, outlines a strategy for how public art, with elevated standards for design, architecture and landscape architecture, will improve the quality of public spaces and the built environment in Arlington – for civic placemaking. The creation of Arlington’s first Public Art Master Plan was stipulated by the Public Art Policy adopted by the County Board in September 2000 to help refine the policy’s direction that public art should be sited in “prominent locations.” The Public Art Master Plan defines “prominent” as a confluence of civic, residential, and commercial activities, as well as an opportunity for public art as provided by a Capital Improvement Program or other major capital project within which the public art would be an integrated component. The master plan provides guidance for project prioritization and implementation processes for public art associated with County-funded projects, site plan/special exception projects and community-initiated projects. The master plan’s development included a survey of other planning processes and initiatives, including sector plans, Neighborhood Conservation Plans and studies to ensure that its recommendations would be in support of these other policy tools. An update is currently being drafted.

Publications:

The Open Space Master Plan was printed in September 1994, the Urban Forestry Master Plan in July 2004 and the Public Art Master Plan in December 2004. The Public Spaces Master Plan, which replaced the Open Space Master Plan, was printed in 2005. The Natural Resources Management Plan (*see section V for update*) was adopted in November 2010 and the Land Acquisition and Preservation Policy will be drafted as of fall 2011.

Agency Responsible:

Department of Parks, Recreation and Cultural Resources; Park Development Division

Historic Preservation Master Plan

Initial Adoption: December 9, 2006

Current Plan: Same

Purpose and Scope: The Historic Preservation Master Plan is the primary guide for historic resources in the County. The purpose of this plan is to establish proactive priorities, goals, and objectives for County historic preservation activities that involve the historic built environment and County history in general. The document also serves as a guide to communicate the historic preservation policy of the County Board to citizens, businesses, developers, and others. Additionally, the Historic Preservation Master Plan guides the County Board in its decisions concerning historic resources. Included in the Historic Preservation Master Plan is an implementation strategy outline to guide the various programs to be developed.

The County adopted the Historic Preservation Master Plan in 2006. The first update to the plan will be in 2012.

Publications: The Historic Preservation Master Plan was first printed in 2008 and is available online. A reprinting to reflect revisions to the plan and recent accomplishments will take place in 2012 upon completion of a five-year review since its adoption.

Agency Responsible: Department of Community Planning, Housing and Development;
Neighborhood Services Division

Supporting Documents to the Comprehensive Plan

There are other major documents adopted by the County Board that provide the mechanism for the implementation of the Comprehensive Plan, including:

- **Zoning Ordinance and Map:** The Zoning Ordinance defines legal rights and constraints regarding land use. The Ordinance regulates use; size and coverage of lots; height, bulk and siting of buildings; parking requirements; and density of development for each parcel of land. The Zoning Ordinance consists of a text and a map and classifies all land according to various zoning districts. Each district permits a certain type and level of development "by-right." Beyond this, certain districts provide public review processes for special exception by site plan or use permit that allow for greater flexibility in use, density and form of development.
- **Subdivision Ordinance:** The Subdivision Ordinance was adopted in June 1990 and is included in Chapter 23 of the Arlington County Code. The purpose of the Subdivision Ordinance is to provide for the orderly subdivision of land for the purpose of sale, exchange or conveyance between property owners and for the establishment of procedures, fees and standards required in order to subdivide land in Arlington County.
- **Capital Improvement Program:** The Capital Improvement Program (CIP) is the primary planning document for scheduling capital projects, including park and recreation facilities, transportation, community conservation, government facilities, utilities and schools. The CIP, which is updated bi-annually, details the capital projects recommended for funding in each fiscal year. Funding sources include the County's pay-as-you-go capital budget and general obligation bonds. Bond referenda must be approved by Arlington's voters. Following distribution of a proposed CIP, a series of public meetings and a public hearing are held between April and June of each fiscal year. The final CIP is adopted by the County Board.

In addition, there are several documents that support the principles included in the Comprehensive Plan and/or provide the basis for the development of planning policies which make up the different elements of the Comprehensive Plan. These include:

- Five-Year Consolidated Plan and Annual Consolidated Plan (Affordable Housing)
- Annual Affordable Housing Targets Reports
- Neighborhood Conservation Plans
- Park Master Plans
- Sector Plans:
 - Ballston Sector Plan
 - Clarendon Sector Plan
 - Courthouse Sector Plan Addendum
 - Rosslyn Station Area Plan Addendum

- Virginia Square Sector Plan and Site Specific Guidelines
- Area Plans:
 - East Clarendon: Special Coordinated Mixed-Use District Plan
 - Fort Myer Heights North Plan
 - North Quincy Street Plan
 - North Tract Plan Area Study
 - Rosslyn to Courthouse Urban Design Study
- Revitalization Plans:
 - Columbia Pike Initiative – A Revitalization Plan, Update 2005
 - Lee Highway/Cherrydale Revitalization Plan
 - Nauck Village Center Action Plan
- Metro Station Area Profiles and Summaries

III. Five-Year Review of the Comprehensive Plan

July 1, 2005 – June 30, 2010

The Virginia State Code (Section 15.2-2230) provides that:

"At least once every five years the comprehensive plan shall be reviewed by the local planning commission to determine whether it is advisable to amend the plan."

The statute, however, does not set specific standards to determine what constitutes a review of the Comprehensive Plan or how such a review should be conducted. In Arlington, the documents that comprise the Comprehensive Plan are reviewed and amended on a continuing basis, as needed. However, every five years, the Planning Commission and the County Board receive an update summarizing the reviews and amendments to the Comprehensive Plan which have taken place during the allotted timeframe, including an assessment of compliance with Urban Development Area requirements.

Major Achievements

Between July 1, 2005 and June 30, 2010, one new element was added to the Comprehensive Plan, the Historic Preservation Master Plan, and two elements, the Master Transportation Plan and the Public Spaces Master Plan, were extensively updated. In addition, several major planning studies prepared during the last five years have provided the basis for the update, review or expansion of the Comprehensive Plan.

Historic Preservation Master Plan: In December 2006, the Historic Preservation Master Plan was adopted by the County Board as the primary guide for historic resources in the County. The purpose of this plan is to establish proactive priorities, goals and objectives for County historic preservation activities that involve the historic built environment and County history in general. The document also serves as a guide to communicate the historic preservation policy of the County Board to citizens, businesses, developers and others. Additionally, the Historic Preservation Master Plan guides the County Board in its decisions concerning historic structures. Since the adoption of this plan, several implementation measures have already been undertaken, including a rewrite of Section 31A of the Zoning Ordinance, completion of the Countywide Historic Resources Survey, initiation of the Historic Resources Inventory and completion of several new National Register of Historic Places nominations and Local Historic District designations.

Master Transportation Plan: A citizen Master Transportation Plan Plenary Group worked with Arlington County staff and a consultant team to draft the initial rewrite of the Master Transportation Plan that was publically circulated in 2006. After an extensive public process, the overall Master Transportation Goals & Policies Element and the Master Transportation Plan Map were adopted by the Arlington County Board in late 2007. Those documents guided the development of the subsequent modal Master Transportation Plan element documents in 2008 and 2009. The adopted modal subelements include the: Bicycle Element, Pedestrian Element, Demand & System

Management Element, Transit Element, and the Parking & Curbspace Management Element. Adoption of the Streets Element, which was the last remaining portion of the Master Transportation Plan, occurred in February 2011 (*see section V for update*).

Public Spaces Master Plan: As one of the Comprehensive Plan elements, the 2005 Public Spaces Master Plan is the primary planning document that identifies the major public space needs of the community. Previously known as the Open Space Master Plan, this revised plan was adopted in December 2005 and its new name reflects its broader scope, which more accurately encompasses the full extent of Arlington's parks, natural resources, recreation, arts, cultural and historic facilities and urban streetscapes. It is intended to serve as a tool for future policy decisions related to Arlington's public spaces. The plan focuses on five near-term recommendations that should receive special focus as the County's highest public space priorities and on longer-term recommendations that will be carried out over the next ten to twenty years. The five near term priority recommendations identified include:

- Full implementation of the Long Bridge Park (formerly North Tract) Master Plan
- Development of a Land Acquisition Policy
- Strategic planning and improvements to the lower reach of Four Mile Run
- Creation of a Natural Resources Policy and Management Plan
- Maximization of the County's partnership with Arlington Public Schools.

The Urban Forestry Master Plan, the Natural Resources Management Plan and the Public Art Master Plan are included as subelements of the Public Spaces Master Plan.

Clarendon Sector Plan: Culminating a multi-year planning process, the County Board adopted the Clarendon Sector Plan in 2006. The purpose of the study was to update previously adopted long-range plans for Clarendon. The sector plan reaffirms an established vision for the creation of an urban village with a mix of residential, employment, and shopping uses with careful design and planning criteria to ensure compatible transitions to close-in low-density neighbors. However, the County endeavored to heighten awareness of the place-making quality of public spaces and enhance the design of future development projects planned for the station area. To that end, the sector plan lays out 47 guiding policies that establish a framework for future land use decisions which are supplemented by a series of urban design guidelines to vigorously improve the physical design of buildings and spaces. A key component of the plan is a density requirement with a prescribed base and optional increases in density tied to the provision of desired community benefits all fitting within a building envelope set forth in the plan, which is a second critical component of the plan. The sector plan establishes an ultimate building height for all blocks to ensure a predictable total building envelope, however the skyline of individual buildings may fluctuate depending on how projects are realized and apply the number of stories and floor-to-floor height limitations. In addition, the sector plan strategically identifies structures for preservation, either full or partial preservation, to retain a sense of the past and enhance the architectural diversity of the area. This plan prescribes specific land use requirements for upper story space in order to achieve a balanced mix of commercial and residential uses in the station area over time. Community benefits specifically targeted in the plan include the provision of affordable housing, preservation of specific structures,

environmentally and energy efficient building design and the provision of open space in designated areas. A new urban park and a public market are two new public spaces envisioned to frame new development and enhance the overall livability of Clarendon. An intensive examination of all streets crossing to and through Clarendon resulted in a series of cross-sections that will shift unnecessary space dedicated to cars to enhanced space for streetscape and on-street parking. Much of these changes will apply to properties in the western end of Clarendon where redevelopment activities have yet to occur and are designed to enhance the connectivity to the Virginia Square station area. Zoning tools, "C-3" and "UC-MUD" for the Clarendon Revitalization District, were adjusted and created respectively to implement the plan.

Four amendments to the Zoning Ordinance were adopted by the County Board for properties within the "Clarendon Revitalization District," in order to ensure consistency with the goals and policies set forth in the sector plan. Amendments to bulk, placement and coverage requirements for properties zoned "C-3" were adopted in May 2006, in order to allow for increased building setbacks and screening requirements recommended in the adopted sector plan. Amendments to codify density increases for historic preservation were adopted in June 2006. In April 2008, the County Board adopted amendments to add Special Exception Site Plan regulations to the "C-3" zoning district for properties designated "Medium Density Mixed-Use." In April 2009, the County Board adopted amendments to create a Special Exception Unified Commercial/Mixed-Use Development ("UC/MUD") zoning tool for the edge areas of Clarendon, applicable to areas zoned "C-1", "C-2", "C-3" or "C-TH" that are planned for "Service Commercial" uses on the General Land Use Plan.

Fort Myer Heights North Plan: In September 2008, the County Board adopted the Fort Myer Heights North Plan, an area plan for the area bounded by Clarendon Boulevard to the north, Fairfax Drive to the south, North Pierce Street to the east and North Courthouse Road, 13th Street North and North Scott Street to the west. Fort Myer Heights North is defined by its large supply of low-rise, brick garden apartment buildings of historic merit; its significant number of rental units considered market affordable; and a major mature tree canopy that is unique along the Rosslyn-Ballston Corridor. However, as the core areas of Rosslyn and Courthouse continue to build out, redevelopment pressure in this area increased dramatically. The fabric of this neighborhood was being eroded by luxury by-right development that meets neither the goals of the community nor the County.

Over the course of the planning process, the community developed a vision for the area with the purpose of maintaining Fort Myer Heights North as a medium-density residential community separate and distinct from the adjacent core Metro Station Areas of Rosslyn and Courthouse. Priorities included the preservation and/or provision of affordable housing, historic buildings, open space, significant trees and neighborhood scale. In order to realize this vision, the Fort Myer Heights North Plan creates a strategic balance of preservation and redevelopment with an emphasis on the aforementioned priorities. The northern portion of the neighborhood, which includes its historic core, is intended to remain as it is, with no provisions for additional density or height. Transfer of development right incentives, however, will encourage the preservation of historic buildings, existing affordable housing and open space. The southern portion of the neighborhood has been identified as a location for a strategic blend of conservation and redevelopment in return for significant, defined community benefits. Zoning Ordinance

amendments to the "RA8-18" and "RA6-15" Zoning districts for the "Fort Myer Heights North Special District" were approved in October 2008 to implement the recommendations of this plan.

Addition of the 10-Year Plan to End Homelessness to the Consolidated Plan: In April 2006, the County Board approved the 10-Year Plan to End Homelessness, as part of the Consolidated Plan. The goal of the plan is to ensure that no individual or family lacks access to decent, affordable housing. The plan focuses on a continuum of strategies and action steps that include prevention, transitional and permanent housing, as well as access to training and employment opportunities. Over the next ten years, Arlington will focus on best practice models that take a comprehensive approach to address the varying needs of homeless individuals and families.

Four Mile Run Restoration Master Plan: The Four Mile Run Restoration Master Plan was approved by both the Arlington County Board and the Alexandria City Council in March 2006. The approval marked the completion of a two-year planning process involving a joint task force representing Arlington and Alexandria. The master plan includes recommendations to improve corridor aesthetics, urban design and recreation, as well as to restore in-stream and near stream environmental conditions and habitat. Work has begun on the next phase of Four Mile Run's renovation – planning and implementing a restoration project in the tidal portion of the corridor. This project includes wetland, streambank and riparian restoration components, as well as pedestrian improvements such as overlooks and a new pedestrian/cyclist bridge.

Donaldson Run Stream Restoration Plan: The Donaldson Run stream restoration plan and project were completed in March 2006, after approximately seven months of construction. This project, the first comprehensive stream restoration project in the County, consists of nearly 3,000 linear feet of complete stream channel reconfiguration, with a new dimension, pattern, and profile governed by natural channel design principles. Following construction, nearly 1,000 overstory and understory trees and shrubs were planted in the stream valley, along with wetland and upland grasses and other vegetation in accordance with the plan.

Little Pimmit Run Watershed Retrofit Plan: The Little Pimmit Run Phase I and II projects reflect priority stormwater program flood control work following the historic June 2006 storm event. The Phase III project was established by the County Board to evaluate stream corridor conditions downstream of the Phase I and II projects. The Little Pimmit Run watershed retrofit plan was completed as a companion effort to these flood control projects and stream corridor study, as well as a first step in the completion of watershed retrofit plans for all County watersheds as a key element of the Stormwater Master Plan update.

- Little Pimmit Run Phases I and II culvert and channel replacement (Phase I, 2008), Phase II, 2010);
- Little Pimmit Run Phase III downstream study (2010);
- Little Pimmit Run watershed retrofit plan (2010).

Special Zoning Ordinance Studies and Reviews: There have been several important Zoning Ordinance studies and reviews during this timeframe, most notably those involving lot coverage, affordable housing, the Transfer of Development Rights, Rosslyn Central Place, accessory dwellings, civil penalties and historic preservation districts.

In terms of lot coverage, the County passed an ordinance in November 2005 which provides for reasonable coverage limits to protect communities from oversized houses in the future that are out of character for a neighborhood. At the same time, the limits will allow for renovations and appropriately sized new houses.

In December 2005, the County Board approved amendments to the Zoning Ordinance to include affordable housing requirements for site plan projects. This action capped six months of meetings and negotiations through the Arlington Affordable Housing Roundtable, which was chaired by then County Board Chair Jay Fisette and included then Vice Chair Chris Zimmerman, along with participants from the development community, civic groups, housing advocates and the Planning and Housing Commissions. These amendments to the Zoning Ordinance were codified by the Virginia State Legislature and signed into law on July 1, 2006 by Governor Kaine. By specifying the affordable housing requirements, the County Board streamlined the site plan approval process. Developers now have four options to meet the affordable housing requirement:

- Provide on-site units (5% of increased gross floor area above 1.0 Floor Area Ratio);
- Provide off-site units nearby (7.5% of that increase);
- Provide off-site units in Arlington County (10% of that increase); or
- Make a cash contribution to the County's Affordable Housing Investment Fund.

In February 2006, the County Board adopted an ordinance to allow for the transfer of development rights consistent with State enabling legislation. The Transfer of Development Rights program will allow a site to send density and other development rights for the purposes of, but not limited to, the preservation or facilitation of affordable housing, open space, historic preservation, community facilities or community recreation.

In May 2007, the County Board adopted an amendment to Section 25B. "C-O Rosslyn" Districts in order to allow for additional height, up to a maximum of 490 feet above sea level for properties within the boundaries of Central Place, defined as the blocks bordered by 19th Street North, North Lynn Street, Wilson Boulevard and Fort Myer Drive. This amendment will allow for the development of Central Place with the highest heights permissible within Rosslyn, consistent with a County Board Resolution on Urban Design Principles for Rosslyn Central Place, adopted in 2007, as well as an earlier resolution adopted in 2002 which included policies to concentrate height at the center of Rosslyn near Metro.

In July 2008, the County Board adopted amendments to permit accessory dwellings within single-family homes, under a strict set of guidelines, which allow up to two persons, who may be unrelated to the homeowners, to be housed in the accessory dwelling. The goals of this change are to make more efficient use of the County's single family housing stock in a manner that retains the character of single family neighborhoods; to permit older homeowners to stay in their homes; and to create additional housing opportunities, possibly making housing

available at a lower cost. This amendment was based on work presented by the Housing Commission in January 2008. Additionally, this amendment extends the use of a family/caregiver suite to non-relatives in order to allow for an unrelated caregiver to live in a single-family home, with the goal of facilitating the ability to age in place within the community and to provide greater flexibility to accommodate a person providing live-in care.

In February 2009, the County Board adopted an amendment to decriminalize the Zoning Ordinance by implementing civil penalties for all zoning violations except for those that are required by Virginia Code to be criminal penalties. All fines and appeal times were updated with this amendment, based upon maximums allowed by Virginia Code.

In December 2009 and May 2010, the County Board adopted a comprehensive rewrite of Section 31A, Historic Preservation Districts. This amendment was recommended in the Historic Preservation Master Plan, adopted in December 2006. The changes include both legal and policy changes, in response to the growing scope of the Historical Affairs and Landmarks Review Board, and reflects the language in Virginia's enabling legislation. Section 31A was previously substantially updated in 1983, and thus the ordinance was out of sync with current County policies and practices dealing with historic preservation review, and with certain elements of Virginia enabling legislation.

In addition to the highlights listed above, a number of other Zoning Ordinance Amendments were adopted, addressing a range of issues. A complete list follows.

- Parking:
 - Residential Permit Parking, consistent with amendments to County Code sections 14.2-98 through 14.2-106 - Adopted July 9, 2005.
 - Secondary use of parking lots that are accessory to place of worship or lodges - Adopted January 24, 2006.
- P-S: Allow for publicly owned or controlled recreation buildings on sites designated "North Tract Special Planning District" on the General Land Use Plan, to be constructed to a height not to exceed 100 feet – Adopted December 9, 2006.
- Split Lots: Clarify prerequisites to the creation of by-right split-lots and amend "lot" definition; change from one to two years, the time within which property owners are permitted to restore nonconforming uses, consistent with the Code of Virginia. - Adopted July 8, 2006.
- C-R: Clarify the County Board's authority and discretion in rezoning properties to "C-R" when near residential properties – Adopted February 24, 2007.
- Zoning Fees:
 - Zoning fee increases implemented on a three year cycle, with approximately one third of the fees increased annually, until 2008. Starting in 2008, annual increases to all zoning fees. – Adopted annually 2005-2010.
 - Create Enterprise Fund - Adopted September 18, 2007.
 - Remove zoning fees from the Zoning Ordinance and replace with a schedule of fees to be adopted by the County Board – Adopted April 8, 2009.
- Bulk, Coverage and Placement:
 - Clarification to definitions and distances – Adopted June 9, 2007.
 - Lot Coverage: Change the Lot Coverage provision of the Zoning Ordinance - Adopted November 15, 2005.

- Administration and Procedures:
 - Authorize the Board of Zoning Appeals to grant special exception use permits that modify Zoning Ordinance requirements with respect to physical requirements of improvements on a lot or parcel of land, including setback, coverage and other placement requirements – Adopted December 9, 2006.
 - Major Site Plans: Change the definition of a Major Amendment – Approved October 14, 2006.
 - Correction of Zoning Ordinance references addressing bonus density provisions for site plan projects related to affordable dwelling units – Adopted November 13, 2007.
- Signs:
 - Political Signs: Provide more opportunities for political expression on private property; reduce placement, number, and amount of time signs are located in the public right-of-way; simplify regulations - Adopted July 9, 2005.
 - Construction and Leasing Signs: Permit additional construction and leasing signs and provide additional window sign provisions – Adopted September 16, 2006 and December 18, 2007.
 - Wayfinding signs in Rosslyn – Adopted June 17, 2008.
- RA4.8: Allow ground floor retail through site plan approval – Adopted March 15, 2008.
- Plan Implementation:
 - Virginia Square “MU-VS”: Specifically permit the County Board to approve a density of up to 4.0 FAR west of North Kansas Street and up to 3.24 FAR east of North Kansas Street, and additional density up to 1.0 FAR west of North Kansas Street and up to 1.76 FAR east of North Kansas Street, subject to specific findings – Adopted January 21, 2006.
 - Clarendon Sector Plan: Density Increases for Historic Preservation, consistent with Clarendon Sector Plan recommendations - Adopted June 10, 2006; Bulk, Coverage and Placement Requirements consistent with Clarendon Sector Plan recommendations - Adopted May 20, 2006; Implement Clarendon Sector Plan Recommendations in areas zoned “C-3” and designated “Medium Density Mixed-Use” on the General Land Use Plan, within the “Clarendon Revitalization District” – Adopted April 19, 2008; add a new Unified Commercial/Mixed Use Development for properties designated “Service Commercial” on the General Land Use Plan within the “Clarendon Revitalization District” – Adopted April 25, 2009.
 - Fort Myer Heights North: “RA8-18”: Remove townhouses as a permitted use by-right within the Fort Myer Heights North Special District - Adopted May 31, 2005; “RA8-18,” “RA6-15”: Implementation of Fort Myer Heights North Plan recommendations - Adopted October 22, 2008.
- Special Provisions:
 - Clarification that the intent of Unified Residential Development provision provides for pedestrian connectivity - Adopted April 22, 2006.
 - Kiosks – Adopted July 19, 2008.
 - Nonconforming Uses: Allow for creation of nonconforming conditions due to acquisition of property by the county for a public purpose – Adopted January 27, 2009.
- Require use permits for uses that provide private commercial instruction for children – Adopted July 11, 2009.

- S-3A:
 - Permit, by use permit approval, an increase in building height not to exceed 75 feet, for secondary schools and school administration buildings on sites of at least 19 acres. – Adopted May 31, 2005.
 - Allow child care centers through special use permit - Adopted July 14, 2009.
- Apartment Dwelling Districts: Allow modification of regulations for buildings proposing affordable housing – Adopted October 24, 2009.
- Vehicle Service Uses: Permit repair in "C-1," "C-O-A" and "CP-FBC" Districts and amend and clarify definitions – Adopted April 24, 2010.
- Height in "R" Districts: Allow Height up to 55 feet in "R" districts for sites greater than 120 acres, subject to Use Permit – Adopted June 12, 2010.

Columbia Pike Form Based Code Zoning Ordinance Amendments: Fourteen amendments to the Columbia Pike Form Based Code were adopted, and are listed below:

- Modify Clear Heights; Define "Open Contiguous Lot Area" - Adopted September 17, 2005.
- Modify Definition for "Dormer" - Adopted November 15, 2005.
- Modify Historic Preservation Height "Bonus" to Retain Appropriate Tapering - Adopted December 12, 2005.
- Revise Building Envelope Standards to Delete Reference to "Podiums" - Adopted February 25, 2006.
- Regulating Plans: Modify Street width on 9th Street South, 9th Road South, South Garfield Street and 11th Street South - Adopted May 20, 2006.
- Regulating Plans: Modify Street Width on South Glebe Road and Walter Reed Drive - Adopted November 14, 2006.
- Regulating Plans: Realignment of South Highland Street - Adopted November 13, 2007.
- Redraw "Columbia Pike Revitalization District" Boundary to Include Arlington Mill Drive - Adopted December 15, 2007.
- Regulating Plans: Modification of Required Building Lines on Dinwiddie Street - Adopted January 26, 2008.
- Civic Buildings and Public Art – Adopted April 19, 2008.
- Signage - Adopted April 25, 2009.
- Streetscapes and Street Tree List - Adopted January 23, 2010.
- Corners - Adopted May 25, 2010.
- Stoops, Finished Floor Elevation and Clear Heights - Adopted May 25, 2010.

Sustainability: The Fresh AIRE – Arlington Initiative to Reduce Emissions began in 2007 to undertake the goal of emissions reduction in Arlington County. Arlington set an ambitious target for emissions reduction with full understanding of the challenge it represents: reduce Arlington County government's greenhouse gas emissions by 10% from 2000 to 2012. Regarding green building, originally adopted in 1999 and updated in 2003, the County's green building program has been an effective tool for reducing the environmental impacts of buildings on the community. At its March 2009 meeting, the County Board updated the program by

formalizing and amending the County's Green Building Density Incentive for Site Plan Projects Policy to address current market conditions and green building trends.

Additional Accomplishments - Listed by Comprehensive Plan Element

General Land Use Plan

- Ongoing review of General Land Use Plan amendment requests (2005-2010)
- Arlington County FY 2006-2010 Five Year Consolidated Plan (2005)
- Peck/Staples Site Special Study (2006)
- Pentagon Centre Site Guiding Principles (2008)
- Consideration of General Land Use Plan Amendments Unanticipated by Previous Planning Efforts Policy (2008)
- Transfer of Development Rights Policy (2008)
- 2401 Wilson Boulevard Special General Land Use Plan Study (2009)
- Design Arlington '09 Awards Program (2009)
- Urban Development Area Resolution (2009)
- Arlington County FY 2011-2015 Five Year Consolidated Plan (Affordable Housing) (2010)

Master Transportation Plan

- Neighborhood Traffic Calming Program, Process, Criteria and Measures (2000, revised in 2008)
- Arterial Transportation Management Study (2005)
- Revised Residential Permit Parking Program (2005)

Recycling Program Implementation Plan

- Quincy Park Recycling Center (2008)

Public Spaces Master Plan

- Herndon and 13th Park Master Plan (2007)
- Mosaic Park Master Plan (2008)
- Penrose Square Master Plan (2008)
- Four Mile Run Design Guidelines (2010)

Historic Preservation Master Plan

- 10 Listings in the National Register of Historic Places (2005-2010)
- Acquisition, Documentation and Disassembly of the Arlington Lustron Home (2006)
- Ashton Heights Style Guide (2007)
- 2 Local Historic Designations: Swanson Middle School (2008) and Washington/Torreyson Farm House (2010)
- Completion of the Countywide Historic Resources Survey (2009)
- Rewrite of Zoning Ordinance Section 31A, Historic Preservation Districts (2010)

The preparation of these documents included substantial community review that involved the efforts and input of several County agencies, the County Board, the Planning Commission, along with appointed commissions, advisory groups and task forces, neighborhood and civic association representatives, citizens and businesses.

Awards

From 2005 to 2010, Arlington County received the following awards related to the policies put forth in the Comprehensive Plan and its supporting documents:

- Awarded a National Association for County Community and Economic Development Award of Excellence for Affordable Housing: Measuring Needs and Achievements (2005)
- Awarded Best Practices Awards by the Washington Area Housing Partnership for the County's Creative Housing Tools and the Supportive Housing Plan, with an honorable mention for the Monterrey/Sierra project (2005)
- Awarded a Year in Review Award by the Public Art Network (2006, 2007, 2008)
- Awarded a Growth Award from the National Arbor Day Foundation (2006, 2007, 2008, 2009)
- Named a "Tree City USA" by the National Arbor Day Foundation (2005, 2006, 2007, 2008, 2009, 2010)
- Awarded a National Association of Counties Center for Sustainable Communities Sustainable Community Award Program for the Rosslyn-Ballston Metro Corridor (2006)
- Awarded a Virginia Chapter of the American Planning Association Honorable Mention Outstanding Master Plan Award for the Columbia Pike Initiative – A Revitalization Plan, Update 2005 (2006)
- Awarded a 2006 Achievement Award from the National Association of Counties for the 2006-2010 Consolidated Plan: Innovation Fosters Community Involvement and the Five Year Plan Citizen Summary (2006)
- Awarded a 2006 Outstanding Civil Engineering Project award by the National Capital Section of the American Society of Civil Engineers for the County's Green Building Program (2006)
- Recognized as one of the "Top 10 Green Roof Cities in North America" by Green Roofs for Healthy Cities (2006, 2010)
- Awarded the Outstanding Civil Engineering Project award by the National Capital Section of the American Society of Civil Engineers for the County's Green Building Program (2006)
- Received accreditation for the Department of Parks, Recreation and Cultural Resources by the Commission for Accreditation of Park and Recreation Agencies (2006)
- Awarded a Community Appearance Award for the Walter Reed Community Center by the Community Appearance Alliance of Northern Virginia (2006)
- Awarded a Silver-level Bicycle Friendly Community designation by the League of American Bicyclists (2007)

- Awarded a Capital Region Visionary Award as a leader in transit-oriented development, affordable housing, bicycle/pedestrian investments and green building by the Coalition for Smarter Growth (2007)
- Received the 2007 Outstanding Plan Award for the Four Mile Run Restoration Master Plan by Rhodeside & Harwell for Arlington County and the City of Alexandria from the Virginia Chapter of the American Planning Association (2007)
- Awarded a Green Design Award by CH2M Hill for the Four Mile Run Restoration Master Plan (2007)
- Named the Four Mile Run Restoration Master Plan a "Regional Conservation Priority" by the Washington Smart Growth Alliance, which honors initiatives that exemplify "smart conservation" (2007)
- Awarded an Outstanding Plan Award by the Virginia Chapter of the American Planning Association for the Four Mile Run Restoration Master Plan (2007)
- Awarded an Honor Award for the Four Mile Run Restoration Master Plan by the Potomac and Maryland Chapter of the American Society of Landscape Architects (2007)
- Received two Regional Partnership awards from the Northern Virginia Regional Commission for the Clean Water Partners Stormwater Education Campaign and the Four Mile Run Restoration Project (2007)
- Received an Award of Excellence for the Best Building in the Environmentally Responsible category for the Walter Reed Community Center from the Northern Virginia Chapter of the National Association of Industrial and Office Properties (2007)
- Received a Community Appearance Award for the Park Operations Building streetscape along Arlington Mill Drive from the Community Appearance Alliance (2007)
- Awarded the American Planning Association Great Streets Award for Clarendon and Wilson Boulevards through its Great Places in America program (2008)
- Awarded a National Association for County Community and Economic Development Award of Excellence for the County's Accessory Dwelling planning process (2008)
- Recognized the Department of Human Services' Permanent Supportive Housing Program as the "Best Government Program of 2008" by the Housing Association of Nonprofit Developers (2008)

- Named Long Bridge Park a "Regional Conservation Priority" by the Washington Smart Growth Alliance, which honors initiatives that exemplify "smart conservation" (2008)
- Received a Smart Growth Award for Long Bridge Park from the Smart Growth Alliance (2008)
- Received a Community Leadership Award from the President's Council on Physical Fitness, Sports and Nutrition (2008)
- Awarded a National Association of Counties Blue Pencil and Green Screen Awards' Most Improved Publication for the Solid Waste Bureau's "Take it to the Curb" brochure (2008)
- Honored by having the Arlington Lustron Home loaned to and featured at the Museum of Modern Art in New York City in the exhibition entitled "Home Delivery: Fabricating the Modern Dwelling" (2008)
- Named one of "America's Top 100 Places to Live" by Relocate-America (2009)
- Received a Charter Award for a neighborhood, district or corridor for the draft Crystal City Vision Plan 2050 (now known as the Crystal City Sector Plan) from the Congress for the New Urbanism (2009)
- Hailed as a "Showcase for Smart Growth" in PBS' Frontline series on the health of the Chesapeake Bay, "Poisoned Waters" (2009)
- Recognized the draft Crystal City Plan (now known as the Crystal City Sector Plan) "Certified" level certification (stage 1) as a LEED for Neighborhood Development by the U.S. Green Building Council (2010)
- Awarded the Best Integrated Social Media Campaign award by the Northern Virginia Technology Council (2010)
- Awarded first place in the "Best Cities for Families" list in Parenting Magazine (2010)
- Tied for first place in the appropriate population category in the Virginia Municipal League's Green Government Challenge (2010)
- Awarded a National Association of Counties Achievement Award for the Enhanced Residential Curbside Recycling program (2010)
- Awarded a National Association of Counties Achievement Award for the Quincy Park Interpretive Recycling Center (2010)
- Awarded one of only two US "Top Seven Intelligent Communities" awards by the Intelligent Community Forum (2010)

Amendments to the Comprehensive Plan: July 1, 2005 – June 30, 2010

During this period, approximately 50 proposals to amend the Comprehensive Plan were considered by the Planning Commission and the County Board. Of these proposals, the County Board approved 45 amendments to the Comprehensive Plan. Twenty-seven of the proposed amendments were to the General Land Use Plan and 22 of these were approved. Of these 27 proposed amendments to the General Land Use Plan, 12 were the result of long range planning processes and the remaining 15 were developed in response to specific development proposals. The following is a detailed listing of all the proposed amendments to the Comprehensive Plan considered by the County Board from July 1, 2005 to June 30, 2010.

General Land Use Plan Amendments (July 1, 2005 to June 30, 2010)

Date	Action	Description	Location	Long Range Plan (LR) or Development Proposal (DP)
4/16/05	<p>Approved</p> <p>Deferred</p>	<p>Fort Myer Heights North Plan</p> <p>Add a note on the GLUP designating the "Fort Myer Heights North Special District"</p> <p>Add Open Space symbols</p>	<p>Fort Myer Heights North</p> <p>Northeast corner of the block bounded by 16th St. N., N. Queen St., 14th St. N. and N. Quinn St.; block bounded by Clarendon Blvd., N. Quinn St., N. Rhodes St. and 16th St. N.; northeast corner of the block bounded by 14th St. N., N. Rhodes St., Fairfax Dr. and N. Rolfe St.</p>	LR
9/17/05	Denied	<p>2000 Wilson Boulevard</p> <p>From: "General Commercial" To: "Medium" Office-Apartment-Hotel</p>	<p>Courthouse (In-Between Area) - eastern portion of the block bordered by Wilson Blvd., N. Rhodes St., Clarendon Blvd. and N. Courthouse Rd.</p>	DP
11/16/05	Approved	<p>National Science Teachers Association Building</p> <p>From: "Service Commercial" To: "Medium" Office-Apartment-Hotel</p>	<p>Courthouse (In-Between Area) – eastern portion of the block bounded by Wilson Blvd., N. Rhodes St., Clarendon Blvd. and N. Courthouse Rd.</p>	DP
12/10/05	Approved	<p>Affordable Housing</p> <p>Amendments to the legend and text of the GLUP to clarify that development at any point along the density range for each designation is consistent with the GLUP</p>	Countywide	LR

Date	Action	Description	Location	Long Range Plan (LR) or Development Proposal (DP)
12/10/05	Approved	<p>Fire Station #3</p> <p>From: "Low" Residential (1-10 u/a) To: "Government and Community Facilities"</p> <p>From: "Low" Residential (1-10 u/a) To: "Service Commercial"</p> <p>From: "Low" Residential (1-10 u/a) To: "Public"</p>	<p>Cherrydale</p> <p>North and south of 21st Rd.</p> <p>Northwest corner of 21st Rd. N. and Lee Hwy. and area south along existing 21st Rd. N.</p> <p>Along 21st Rd. N.</p>	DP
1/21/06	Approved	<p>Virginia Square Sector Plan</p> <p>Amendments to the GLUP to reflect changes to the policy goals and objectives for the East End of Virginia Square with respect to allowable densities below and above the GLUP and achievement of affordable housing, and to conform the GLUP and the Virginia Square Sector Plan with the revisions to the "MU-VS" zoning district</p>	Virginia Square	LR

Date	Action	Description	Location	Long Range Plan (LR) or Development Proposal (DP)
con't 2/25/06	Deferred	Amendments changing the Clarendon Revitalization District boundary for certain provisions; Changes to Note 2 and GLUP booklet text for "C-TH" zoned areas; Changes to the Clarendon Metro Station Area box on the map	Clarendon	LR
10/14/06	Approved	Penrose Square From: "Service Commercial" To: "Medium" Office-Apartment-Hotel and "Public"	Columbia Pike – between Columbia Pike, 9 th St. S., S. Cleveland St. and S. Adams St.	DP
12/09/06	Approved	Clarendon Sector Plan Amend boundaries of the Clarendon Revitalization District; Remove information related to Note 2 and add language indicating when the note was removed; Remove text for the Commercial Townhouse District in the GLUP Booklet; Change the language in the Clarendon Metro Station Area box on the back of the GLUP to reflect key features of 2006 Clarendon Sector Plan	Clarendon	LR
1/27/07	Approved	1101 Lee Highway/Schlafman Site From: "Public" To: "Low" Office-Apartment-Hotel	Rosslyn – between Interstate 66 and the George Washington Pkwy., southeast of the exit ramp from southbound George Washington Pkwy. to N. Lynn St.	DP
2/24/07	Approved	2000 Wilson Boulevard From: "General Commercial" To: "Medium" Office-Apartment-Hotel	Courthouse (In-Between Area) - eastern part of the block bordered by Wilson Blvd., N. Rhodes St., Clarendon Blvd. and N. Courthouse Rd.	DP
2/24/07	Approved	First Baptist Church/Views of Clarendon From: "Semi-Public" To: "Medium Density Mixed Use"	Clarendon – northern portion of the block bordered by N. Highland St., N. Hartford St. and 13 th St. N.	DP

Date	Action	Description	Location	Long Range Plan (LR) or Development Proposal (DP)
5/05/07	Approved	Central Place From: "Public" To: "High" Office-Apartment-Hotel; Remove stipple and open space symbol	Rosslyn – block bounded by N. Lynn St., Wilson Blvd., N. Moore St. and 19 th St. N., with the exception of the middle of the block which will remain "Public"	DP
10/13/07	Approved	1716 Wilson Boulevard From: "Service Commercial" to "Medium" Office-Apartment-Hotel	Courthouse (In-Between Area) – western portion of the block bounded by Wilson Blvd., the proposed N. Quinn St. extension, Clarendon Blvd. and N. Pierce St.	DP
12/18/07	Approved	Arlington Mill Community Center Redraw the "Columbia Pike Special Revitalization District" boundary to include Arlington Mill Dr. and the northern portion of the County-owned Arlington Mill Community Center property	Columbia Pike – a portion of the block bounded by Columbia Pike, S. Dinwiddie St. and S. Arlington Mill Dr.	LR
1/26/08	Approved	2201 Pershing Drive From: "Service Commercial" and "Low-Medium" Residential To: "Low" Office-Apartment-Hotel	Area bounded by Sheffield Court Apartments, Pershing Dr., N. Barton St. and Arlington Blvd.	DP
1/26/08	Approved	Peck/Staples/Jordan Manor From: "Service Commercial" To: "Medium" Office-Apartment-Hotel; Add Note 23 to specify that buildings in the southwestern and western portion of the site shall consist of residential uses and have maximum heights of 50 feet	Southern portion of the block bounded by N. Glebe Rd., Wilson Blvd., N. Wakefield St. and Fairfax Dr.	DP
6/17/08	Approved	Rosslyn Commons Add Note 13 to designate the Rosslyn Commons site as a "Special Affordable Housing Protection District"	Rosslyn – area bounded by Clarendon Blvd., 16 th Rd. N., N. Oak St. and N. Ode St.	DP
6/17/08	Approved	Monument View Modify Note 20 to designate additional development	North Tract Special Planning District – area bounded by Shirley Hwy. Interstate 395, the George Washington	DP

Date	Action	Description	Location	Long Range Plan (LR) or Development Proposal (DP)
		density to the Monument View site within the "North Tract Special Planning District"	Memorial Pkwy. and 10 th St. S.	
6/17/08	Approved	Policy for Consideration of GLUP Amendments Unanticipated by Previous Planning Efforts	Countywide	LR
7/19/08	Approved	Pentagon Centre From: "Service Industry" to "Medium" Office-Apartment-Hotel	Pentagon City – area bounded by 12 th St. S., S. Fern St., 15 th St. S. and S. Hayes St.	DP
9/13/08	Approved	Fort Myer Heights North Plan Add "Open Space" symbols to 3 locations: (1) Northeast corner of block bordered by 16 th St. N., N. Queen St., 14 th St. N. and N. Quinn St.; (2) Southwest corner of block bordered by Clarendon Blvd., N. Quinn St., N. Rhodes St. and 16 th Street N. (south of the existing public park); and (3) Northeast corner of the block bordered by 14 th St. N., N. Rhodes St., Fairfax Dr. and N. Rolfe St. Revise GLUP booklet language describing the purposes of the Fort Myer Heights North Special District; Revise back of GLUP map to reflect adoption of the Fort Myer Heights North Plan	Fort Myer Heights North Special District – Rosslyn and Courthouse Areas	LR
6/12/10	Approved	1900 Wilson Boulevard From: "Service Commercial" to "Medium" Office-Apartment-Hotel	Courthouse (In-Between Area) - western part of the block bounded by Wilson Blvd., the proposed N. Troy St. extension, Clarendon Blvd. and N. Rhodes St.	DP

Master Transportation Plan Amendments

Date	Action	Description	Location
12/10/05	Approved	Amended MTP to realign and relocate 21 st Rd. N.	At and north of intersection with Lee Hwy.
2/25/06	Approved	Amended MTP to add new streets: 12 th St. N., 10 th Rd. N., 9 th Rd. N., N. Ivy St.	Washington Blvd. - N. Hartford St., Wilson Blvd. - N. Hudson St.
2/25/06	Approved	Amended MTP to close: N. Hartford St., N. Irving St.	Between Wilson Blvd. and N. Highland St., South of Washington Blvd.
2/25/06	Approved	Amended MTP to reduce number of through lanes: Wilson Blvd., Clarendon Blvd., Kirkwood Dr., N. Highland St.	10 th Street to N. Danville St., Wilson Blvd. to N. Danville St., Washington Blvd. to Fairfax Dr., Clarendon Blvd. to Washington Blvd.
2/25/06	Approved	Amended MTP to modify alignment of: Fairfax Dr., 13 th St. N.	East of N. Ivy St., Washington Blvd. to N. Johnson St.
2/25/06	Approved	Amended Bicycle Transportation Plan: Kirkwood Rd., Fairfax Dr.	Washington Blvd. – Fairfax Dr., 10 th Street N. – Wilson Blvd.
7/8/06	Approved	Amended MTP to delete: 9 th Rd. S.	S. Adams St. to S. Barton St.
10/14/06	Approved	Amended MTP to add new streets: 11 th St. S., S. Abingdon St., S. Greenbrier St., 10 th St. S., S. Harrison St.	S. Glebe Rd. to S. Monroe St., Columbia Pike to Four Mile Run Dr., Columbia Pike to 10 th St. S., Greenbrier St. to S. Jefferson St., 10 th St. S. to 500' N. of Columbia Pike

Date	Action	Description	Location
10/14/06	Approved	Renamed to alley from Neighborhood-Minor Street: 9 th Rd. S.	S. Wayne St. to S. Barton St.
10/14/06	Approved	Added new street classification and definition of "alley"	Countywide
6/09/07	Approved	Amended the MTP to add new streets: 4 th St. N., N. Upton St.	George Mason Dr. to N. Upton St., Pershing Dr. to Henderson Rd.
11/13/2007	Approved	Adopted the Master Transportation Plan Goals and Policies Document	Countywide
12/18/07	Approved	Adopted the Master Transportation Plan Map	Countywide
2/23/08	Approved	Amended the MTP to add new street: 9 th St. N.	N. Glebe Rd. to N. Wakefield St.
6/24/08	Approved	Amended the MTP to add new street: 9 th St. S.	S. Dinwiddie St. to Arlington Mill Dr.
6/24/08	Approved	Amended the MTP to remove a segment of Arlington Mill Drive	Columbia Pike to approximately 200' to the north
7/21/08	Approved	Amended the MTP to add new streets: S. Grant St., 13 th St. S., 14 th St. S.	15 th St. to 12 th St., S. Grant St. to S. Fern St., S. Grant St. to S. Fern St.
7/22/08	Approved	Adopted the Master Transportation Plan Bicycle Element	Countywide

Date	Action	Description	Location
7/22/08	Approved	Adopted the Master Transportation Plan Pedestrian Element	Countywide
12/13/08	Approved	Adopted the Master Transportation Plan Demand and System Management Element	Countywide
6/13/09	Approved	Adopted the Master Transportation Plan Transit Element	Countywide
11/14/09	Approved	Adopted the Master Transportation Plan Parking and Curbspace Management Element	Countywide

Recycling Program Implementation Plan and Map Amendments

Date	Action	Description	Location
12/13/08	Approved	Recycling Center at 1021 N. Quincy St.	Quincy Park at the corner of N. Quincy St. and Washington Blvd.

IV. A Comparison of the 2005 and 2010 Five-Year Reviews of the Comprehensive Plan

Arlington County staff has succeeded in completing numerous projects between 2005 and 2010. Fifteen projects mentioned in the 2005 Five-Year Review of the Comprehensive Plan were completed between July 1, 2005 and June 30, 2010. Fifteen projects mentioned in the 2005 Five-Year Review were not completed between July 1, 2005 and June 30, 2010. In addition to the projects mentioned in the 2005 Five-Year Review that were completed, there were seventeen other projects not mentioned in 2005 Five-Year Review that were completed between July 1, 2005 and June 30, 2010.

Projects mentioned in the 2005 Plan that were completed (July 1, 2005-June 30, 2010):

General Land Use Plan

- Ongoing Review of General Land Use Plan Amendment Requests (2005-2010)
- Preparation for Printing of General Land Use Plan in 2011 (2010)
- Special Zoning Ordinance Studies and Reviews (2005-2010)
- Clarendon Sector Plan (2006)
- Fort Myer Heights North Plan (2008)
- Pentagon Centre Site Guiding Principles (2008) – This was referred to in the 2005 Five-Year Review as “Pentagon City Plan (Costco Site).”

Master Transportation Plan

- Master Transportation Plan Update and Revision (2007-2009) (*see Section V for update on the adoption of the final element in 2011*)

Storm Water Master Plan

- Four Mile Run Restoration Master Plan (2006) – This was included under the “Watershed Management Plan” heading in the 2005 Five-Year Review.
- Donaldson Run Stream Restoration Plan (2006) – This was included under the “Watershed Management Plan” heading in the 2005 Five-Year Review.

Public Spaces Master Plan

- Public Spaces Master Plan Adoption (2005)
- Four Mile Run Master Plan (2006)
- 13th and Herndon Park Master Plan (2007)
- Mosaic Park Master Plan (2008)
- Four Mile Run Design Guidelines (2010)

Historic Preservation Master Plan

- Historic Preservation Master Plan Adoption (2008)

Projects mentioned in the 2005 Plan that were not completed (July 1, 2005-June 30, 2010):

General Land Use Plan

- Crystal City Plan – This plan was not adopted as of June 30, 2010, however it was adopted in September 2010. *(see Section V for update)*
- East Falls Church Plan – This plan was not adopted as of June 30, 2010, however it was adopted in April 2011. *(see Section V for update)*
- Review and Update of Rosslyn Sector Plan – A planning effort to create a 2012 Rosslyn Sector Plan Addendum began in fall 2011 with a strict focus on addressing urban design, building height, transportation, and parks and open space issues in an integrated fashion.
- Four Mile Run/Shirlington Crescent Land Use Study – This study will be initiated in the next five years.
- Lee Highway Plan; Commercial Area Studies for Ballston and Virginia Square; Consumer and Business Services Study - The scope of these three projects, all of which involve "Service Commercial" areas, will be reframed.
- Columbia Pike Eastern Gateway Study – This area is being studied as part of the Columbia Pike Land Use & Housing Study initiated in 2008. Completion of this project is anticipated in 2012.
- R2-7 Nauck Residential Study – It is not anticipated that this study will be undertaken in the next five years.

Master Transportation Plan

- Arlington Boulevard/Route 50 Study – It is not anticipated that this study will be undertaken in the next five years. Rather, this undertaking has become more project-oriented instead of planning based.

Storm Water Master Plan

- The update of the Storm Water Master Plan did not begin until 2009, after the establishment of a dedicated funding source by the County Board in 2008 (sanitary district tax). This master plan update is expected to be completed in 2012.

Chesapeake Bay Preservation Ordinance and Plan

- The Resource Protection Area map was not updated pending completion of a comprehensive Countywide stream inventory, a key element of the Storm Water Master Plan update. This inventory was completed in 2010, with the Resource Protection Area map revision expected during the next five-year cycle.

Public Spaces Master Plan

- Gum Ball Park; Herselle Milliken Park; Maury Park; Oakland Park – The master planning of the four urban parks in Ballston-Virginia Square has not been completed due to a lack of funding. The project was not included in the FY2011 – FY2016 Capital Improvement Program, but was identified as one of the projects to be initiated beyond the six year planning horizon. Mosaic Park, which was one of the parks to be jointly master planned, was completed as its own master plan in 2008.
- Hillside Park – Renovations were not completed as of June 30, 2010, however they were completed in that fall.
- Land Acquisition Policy and Plan – Work on this plan will commence in early 2011 and completion is anticipated in 2012.
- Natural Resources Inventory and Management Plan - This plan was not adopted as of June 30, 2010, however it was adopted in November 2010. (*see Section V for update*)

Other

- Sustainability Policy – As noted in Section III, the County began its Arlington Initiative to Reduce Emissions (AIRE). In addition, the County began to develop in January 2010 its Community Energy Plan (*see Section VI*). Efforts such as recycling, transportation, watershed and stormwater management, land use planning, and affordable housing have strengthened the County's commitment to sustainability. The County will continue to build on its numerous sustainability initiatives and will finalize the Community Energy Plan and create a new Energy element as part of the Comprehensive Plan.

Projects completed (July 1, 2005-June 30, 2010) that were not mentioned in the 2005 Plan:

General Land Use Plan

- Arlington County FY 2006-2010 Five Year Consolidated Plan (2005); Addition of the 10-Year Plan to End Homelessness to the Consolidated Plan (2006); Arlington County FY 2011-2015 Five Year Consolidated Plan (2010) – These plans were undertaken as part of a requirement by the U.S. Department of Housing and Urban Development in order to receive federal funds, including Community Development Block Grant, HOME, Emergency Shelter Grant and McKinney Act funds.
- Peck/Staples Site Special Study (2006) – This study was initiated in response to a development proposal for which there was insufficient planning guidance.
- Consideration of General Land Use Plan Amendments Unanticipated by Previous Planning Efforts Policy (2008) – At the County Board's request, this policy was developed to provide for a special study for any General Land Use Plan Amendment request for a site not identified in a County Board adopted planning study as appropriate for such an amendment.

- Transfer of Development Rights Policy (2008) – This policy was developed to provide guidance with respect to Transfers of Development Rights (TDRs). It sets forth purposes for approval of TDRs, a certification process for application of TDRs to specific properties, the eligibility of property for use as sending or receiving sites and the process to be used. The policy document also contains information about the conditions that may be necessary for TDR approval, the types of transfers of rights and the method the County Board may use to determine how much density is transferred.
- 2401 Wilson Boulevard Special General Land Use Plan Study (2009) – This special study was initiated as a result of a General Land Use Plan amendment request that was inconsistent with the County’s relevant adopted plan per a policy adopted by the County Board in 2008, the “Consideration of General Land Use Plan Amendments Unanticipated by Previous Planning Efforts.” A second study of this site was concluded in April 2011 (see section V for update).
- Design Arlington ‘09 Awards Program (2009) – This design awards program was developed as part of an Architecture Initiative initiated at the request of the County Board.
- Urban Development Area Resolution (2009) – Certain localities, including Arlington County, are required, pursuant to Virginia Code legislation adopted on April 4, 2007, to amend their Comprehensive Plans to designate Urban Development Areas to accommodate projected growth. In December 2009, the County Board adopted a resolution certifying that Arlington County’s General Land Use Plan meets the requirements for Urban Development Areas.

Storm Water Master Plan

- Little Pimmit Run Watershed Retrofit Plan - The Little Pimmit Run project became a priority following the historic June 2006 storm event.

Master Transportation Plan

- Arterial Transportation Management Study (2005) - The Arterial Transportation Management Study was conducted to identify what treatments to enhance safety and reduce speeding are appropriate for use on the County’s arterial streets. Arterial streets cannot be addressed by the Neighborhood Traffic Calming Program. The Arterial Transportation Management Study also identified several pilot projects to test implementation strategies.
- Revised Residential Permit Parking Program (2005) - The Residential Permit Parking Program has been in effect in Arlington for more than 20 years as a means to prevent commuter parking overspill onto primarily residential streets. A program review was conducted to revise the program to provide more flexibility in applications and to establish measures to discourage abuse of the program’s permit measures.
- Neighborhood Traffic Calming Program, Process, Criteria and Measures (revision) (2008) - The Neighborhood Traffic Calming program, process, criteria and measures document was adopted by the County Board to provide updated guidance on how the

Neighborhood Traffic Calming Program should prioritize and qualify candidate projects for funding.

Public Spaces Master Plan

- Penrose Square Master Plan (2008) –This park was created after the approval of the Penrose Square site plan in 2006.

Historic Preservation Master Plan

- 10 successful National Register of Historic Places nominations (2005-2010) - As a result of the Countywide Historic Resources Survey, a part of the Historic Preservation Master Plan, the Historic Preservation Program has identified ten neighborhoods and some individual sites as National Register eligible; conducted further research on each; and developed National Register nominations for each of these eligible sites. The Virginia State Review Board and the National Register for Historic Places have accepted, approved and listed all of the County's nominations to the National Register during this period.
- Acquisition, Documentation and Disassembly of the Arlington Lustron Home (2006) - This County Board approved acceptance of this historic building as a gift from the owner and approved funds to both deconstruct the building and store it. In the summer and fall of 2008, the building was reconstructed in the Museum of Modern Art in New York City as part of a major art exhibit on manufactured homes.
- Ashton Heights Style Guide (2007) – A goal of Historic Preservation Master Plan is to conduct more educational outreach on historic preservation issues, including the creation of style guides.
- 2 Local Historic Designations: Swanson Middle School (2008) and Washington/Torreyson Farm House (2010) - The process to designate Swanson began in 2005/2006 and the Washington/Torreyson designation was the result of a Unified Residential Development condition. Both were projects recommended by the Westover Civic Association and both comport with the Historic Preservation Master Plan goal of promoting the creation of more local historic districts.
- Countywide Historic Resources Survey (2009) - This has been an ongoing project and is a part of the Historic Preservation Master Plan. The goal of the Countywide Historic Resources Survey, an 11 year project of the Historic Preservation Program that has completely identified and recorded all historic resources in the County dating to at least 1948, is to provide the necessary basic information to determine if the County has eligible National Register individual or historic district properties. Arlington County is the first and only municipality (city or county) in Virginia to be completely professionally surveyed for historic resources.

V. Updates from July 1, 2010 to June 30, 2011

Major Achievements

Natural Resources Inventory and Management Plan: Arlington County's Public Spaces Master Plan, adopted in 2005, identified the need for a Countywide inventory and database of Arlington's natural resources, including flora, fauna and habitat evaluations, and the creation of a Natural Resource Management Plan to guide County efforts in the management, preservation and enhancement of these natural resources. Fieldwork for a Countywide inventory of natural resources was completed in the fall of 2008, and the resulting data have been tabulated, reviewed and incorporated into a series of GIS layers. The final Natural Resources Management Plan, combined with baseline information from the inventory, will provide Arlington County with the knowledge, methods, tools and practices to manage its valuable natural resources. The plan looks to systematically approach natural resource management by identifying areas for cooperation between agencies, reducing redundancies, leveraging current efforts and recommending actions and policies that preserve Arlington's documented treasures. The final plan was adopted by the County Board in November 2010 and is a subelement of the Public Spaces Master Plan.

Crystal City Sector Plan: The implementation of the Base Realignment and Closure Commission (BRAC) actions of November 2005 will result in a substantial loss of jobs and increased office vacancy in Crystal City. In response, the County Board initiated a long range planning process for Crystal City and appointed a Crystal City Planning Task Force to provide community stakeholder input to staff in the creation of a planning document. Following dozens of task force and other advisory commission meetings, the County Board adopted a Policy Framework and Illustrative Concept Plan for Crystal City in December 2008, and directed staff to prepare a sector plan consistent with these adopted elements. Included in the adopted framework are key recommendations pertaining to land use, building form and heights, density, public open spaces, sustainable design and development, transportation, housing mix and affordability and improvement implementation. Adopted by the County Board in September 2010, along with supporting amendments to the General Land Use and Master Transportation Plans, the complete sector plan establishes comprehensive parameters to guide future redevelopment projects in Crystal City. The overall vision for Crystal City is that of a complete, urban community, with eighteen hour a day activity, and an enhanced public street and open space network that provides a great public realm around which redevelopment will occur. Work has begun on amendments to the Zoning Ordinance which will help to implement the plan's vision and it is anticipated that they will be adopted in 2011.

East Falls Church Area Plan: In June 2007, the Arlington County Board appointed a citizen Task Force charged with a mission to "generate a vision for transit-oriented development in the East Falls Church area of Arlington County." This vision takes the form of a concept plan with guidance that focuses on the East Falls Church Metro parking lot and other sites likely to redevelop. The plan addresses key planning issues including height and density, land uses, urban design, affordable housing, transportation improvements, open space and environmental sustainability. A major component of this planning process was a comprehensive transportation analysis of the East Falls Church area, including a portion of the City of Falls Church. As the

scope of the transportation analysis includes both jurisdictions, the plan was developed in coordination with the City of Falls Church.

The plan is intended to provide guidance for future development on the East Falls Church Metrorail Station Park & Ride lot and nine other sites likely to redevelop. The plan also identifies several potential infrastructure improvement projects that will contribute to greater pedestrian and bicycle connectivity and safety, enhance the area's "sense of place," and mitigate the area's existing traffic problems. Major initiatives recommended in the plan include: redevelopment of the Metrorail Park & Ride site into a mixed-use development of up to 600,000 square feet; mixed-use development at key sites that includes neighborhood-oriented retail and service-related businesses, with incentives for grocery store development; the provision of three new open spaces, including a significant public open space at the Park & Ride site that would become a central gathering space, and two open spaces adjacent to the W&OD Trail near Lee Highway; and a Western Entrance to the East Falls Church Metrorail station, which would provide better access to the station from planned development along Lee Highway in Arlington and Washington Street in the City of Falls Church.

The Task Force forwarded a draft plan for review by the County Board in June 2010. The County Board accepted the Task Force's Plan and directed staff to make modifications and additions prior to forwarding it for formal adoption by the County Board. The final plan was adopted by the County Board in April 2011.

2401 Wilson Boulevard Special General Land Use Plan Study: Staff concluded a second Special General Land Use Plan Study analyzing a revised amendment request for the 2401 Wilson Boulevard property. The applicant submitted a proposal for a change from "Service Commercial" to "High-Medium Residential Mixed-Use." Based on staff's analysis of the relevant planning documents and adopted policies and the input provided by the Long Range Planning Committee of the Planning Commission and the community through a special review process involving three meetings, as well as the input of the full Planning Commission, staff concluded that the proposed General Land Use Plan amendment from "Service Commercial" to "High-Medium Residential Mixed-Use" is within the realm of consideration due to the proximity of the site to Metro, the height, mass and form of the adjacent AUSA and Demar Office Buildings (approved, but unbuilt at this time) and other factors. Additionally, "Medium" Office-Apartment-Hotel, another General Land Use Plan category evaluated by staff and the Long Range Planning Committee, is also within the realm of consideration, for the same reasons. This study was concluded at the April 4, 2011 Planning Commission meeting.

Bergmann's Special General Land Use Plan Study: Staff concluded a Special General Land Use Plan Study of a proposed General Land Use Plan amendment for the Bergmann's site from "Low-Medium" Residential (16-36 units/acre) to: "Low" Office-Apartment-Hotel; or "Low" Office-Apartment-Hotel for the western block and "Medium" Residential for the eastern block; or "Medium" Residential for both blocks with striping of the western block 80% "Medium" Residential and 20% "Low" Office Apartment Hotel. Based on staff's analysis of the relevant planning documents and adopted policies and the input provided by the Long Range Planning Committee of the Planning Commission and the community through a special review process involving three meetings, as well as the input of the full Planning Commission, staff has concluded that the proposed General Land Use Plan amendment from "Low-Medium" Residential to "Low" Office-Apartment-Hotel could be appropriate due to various reasons,

including the ability to create mixed-use development with ground floor retail compatible with nearby development and a desire on the part of the community for placemaking. This study was concluded at the June 27, 2011 Planning Commission meeting.

Arlington County's Affordable Housing Goals and Targets: In December 2000, the County Board adopted the original nine Affordable Housing Goals and, in December 2003, the County Board adopted targets for those Affordable Housing Goals. In March 2011, the County Board voted to revise the County's affordable housing goals and targets, adding the prevention/ending of homelessness and sustainable development as goals and adopting targets to meet those goals. The goals and targets establish a long-term vision and articulate ideal parameters for affordable housing. The targets offer a quantitative way to measure progress toward achievement of the goals.

Five Year Consolidated Plan (Affordable Housing): Required by the U.S. Department of Housing and Urban Development, a Consolidated Plan is a blueprint for developing affordable housing, preventing homelessness, ensuring fair housing, expanding economic opportunities, improving neighborhoods and more. The Consolidated Plan provides a vision to guide policies and the use of County resources to address these important issues over a five year period. Arlington's Five Year Consolidated Plan was developed and submitted to the U.S. Department of Housing and Urban Development in May 2010.

Master Transportation Plan Streets Element: On February 12, 2011, the Arlington County Board adopted the Master Transportation Plan Streets Element. With that action, the complete Master Transportation Plan has been rewritten and adopted. Arlington has an extensive network of streets and highways that includes federal interstates and parkways, state primary and secondary highways, arterials, and local residential streets. These facilities serve and connect the neighborhoods and urban village centers within Arlington and provide connections to the surrounding cities and counties. Since Arlington is at the core of the metropolitan region, these streets also provide passage to and through Arlington for the many people that live and work all around it. Managing streets using this holistic point of view is a complex and often highly charged task. The purpose of the Streets Element of the Master Transportation Plan is to provide a framework for addressing and managing these often conflicting streets uses.

Community Energy Plan: The County Board at its May 2011 meeting accepted a draft Community Energy Plan. Additional details about the Community Energy Plan are located in Section VI of the Five-Year Review.

During the last fiscal year, Arlington County received the following awards related to the policies put forth in the Comprehensive Plan and its supporting documents:

- Earned a CoreNet Mid Atlantic award for the County's efforts in sustainable development and community improvement in Shirlington Village (2010)
- Named "Best of Northern Virginia" in the Northern Virginia Magazine "Best of NoVa" edition ranking of counties (2011)
- Ranked a "Top Ten" digital county in the Digital Government's 2011 Digital Counties Survey (2011)
- Received an EMMY nomination for Arlington Virginia Network's Columbia Pike Documentary Project in the category of Historical/Cultural - Program Feature/Segment from the National Capital Chesapeake Bay Chapter of the National Academy of Television Arts and Sciences (2011)
- Recognized the Arlington County Department of Parks, Recreation and Cultural Resources as one of 99 out of 10,000 park and recreation agencies nationwide for national re-accreditation by the Commission for Accreditation of Park and Recreation Agencies (2011)
- Received one of only four gold-level designations as a "Walk Friendly Community" in the U.S. (2011)
- Named the second healthiest county in Virginia in the University of Wisconsin Population Health Institute's County Health Rankings (2011)
- Ranked number 30 in the nation for top bicycling communities by Bicycling Magazine and Bicycling.com (2011)
- Ranked one of the 20 most wheelchair-friendly cities in the U.S. by the Christopher & Dana Reeve Foundation (2011)
- Ranked the fourth "least economically stressed" county in the U.S. on the Associated Press Economic Stress Index (2011)

Amendments to the Comprehensive Plan: July 1, 2010 – June 30, 2011

General Land Use Plan Amendments

Date	Action	Description	Location	Long Range Plan (LR) or Development Proposal (DP)
9/25/10	Approved	<p>Crystal City Sector Plan</p> <p>Add new Note #1 on the GLUP designating the "Crystal City Coordinated Redevelopment District"</p> <p>From: 1/3 "Medium" Residential and 2/3 "Low" Office-Apartment-Hotel To: "Low" Office-Apartment-Hotel</p> <p>From: 4/7 "High" Residential and 3/7 "High" Office-Apartment-Hotel To: "High" Office-Apartment-Hotel</p> <p>From: 5/7 "High" Residential and 2/7 "High" Office-Apartment-Hotel To: "High" Office-Apartment-Hotel</p> <p>From: "High" Residential and "Public" To: "High" Office-Apartment-Hotel</p> <p>Add Open Space symbols</p> <p>Revise boundary of Crystal City Metro Station Area depicted on back of GLUP map, to include additional area</p> <p>Amendments to the text of the GLUP including: text changes to the Jefferson</p>	<p>Crystal City</p> <p>Area east of Crystal Dr. between 12th St. S. and the Airport Viaduct (Virginia Route 233)</p> <p>Area bounded by Jefferson Davis Hwy., Crystal Dr., 12th St. S., and the Airport Viaduct</p> <p>Area bounded by Jefferson Davis Hwy., Crystal Dr., the Airport Viaduct, and property just south of 27th St. S.</p> <p>Area bounded by Jefferson Davis Hwy., S. Eads St., Army Navy Dr., and a line approximately 150' north of 27th St. S.</p> <p>Twenty six locations of public open space as identified in Crystal City Sector Plan</p> <p>Properties fronting the south side of the 500 block of 23rd St. S. (between S. Eads St. and S. Fern St.)</p>	LR

Date	Action	Description	Location	Long Range Plan (LR) or Development Proposal (DP)
		Davis Corridor summary on the back of the GLUP map; text changes to the description in both the Crystal City/Crystal Park box on the back of the GLUP map and the Crystal City/Crystal Park narrative in the GLUP booklet, within the section on special planning areas		
4/16/11	Approved	<p>East Falls Church Area Plan</p> <p>Amend GLUP Note #7 designating the "East Falls Church Neighborhood Center District"</p> <p>Add 3 Open Space symbols</p> <p>GLUP Change for specific parcels:</p>	<p>East Falls Church</p> <p>New open spaces are proposed on the property at the southwest corner of Washington Blvd. and Sycamore St.; within the Fairfax Dr. right-of-way east of Lee Hwy.; and west of Lee Hwy. adjacent to the W&OD Trail.</p> <ol style="list-style-type: none"> 1. Amend the designation for the area located at the southwest corner of Lee Hwy. and Underwood St. (Suntrust site) from "Service Commercial" to "Low-Medium" Residential. 2. Amend the designation for the area located at the northwest corner of Lee Hwy. and Washington Blvd. (the BB&T Bank Site) from "Service Commercial" 	LR

Date	Action	Description	Location	Long Range Plan (LR) or Development Proposal (DP)
		<p>Change to the description in the GLUP Booklet of the goals and priorities for East Falls Church.</p>	<p>to "Low" Office-Apartment-Hotel.</p> <p>3. Amend the designation for the area located at the northeast corner of Lee Hwy. and Washington Blvd. (the Exxon site) from "Service Commercial" to "Low" Office-Apartment-Hotel.</p> <p>4. Amend the designation for the area located mid-block and bounded by Lee Hwy. and Washington Blvd. (the Verizon site) from "Low" Residential (1-10 units/acre) to "Low-Medium" Residential.</p> <p>5. Amend the designation for the area located at the southwest corner of Sycamore St. and Washington Blvd. (the Park & Ride site) from "Public" and "Government and Community Facilities" to "Medium" Office-Apartment-Hotel.</p>	

Master Transportation Plan Amendments

Date	Action	Description	Location
7/10/10	Approved	Amendment of the MTP Map and the MTP Bicycle Element to add an Appendix F which lists general planned locations of bicycle sharing stations	Various
9/25/10	Approved	Amendments to the MTP Map for the Crystal City Metro Station Area including the Street Typology Map, Bicycle and Trail Network Map and Transit Network Map	Crystal City Metro Station Area
2/12/11	Adopted	Adopted the Streets Element of the MTP	Countywide
3/21/11	Approved	Amendment to the MTP Map to add a new Urban Center Local Street in the block bordered by S. Glebe Rd. and S. Monroe St. to connect the planned 11 th St. S. and the planned 12 th St. S.	Between 11 th and 12 th Sts. S., and between S. Glebe Rd. and S. Monroe St.
4/16/11	Approved	Amendments to the MTP Map for the East Falls Church Station Area including the Bicycle and Trail Network Map and Appendix B of the MTP Bicycle Element	East Falls Church Station Area
5/14/11	Approved	Amendment of the MTP Goals and Policies Summary to add a section entitled "MTP Plan Amendments," and amendment of provisions concerning Street Typology and Street Design modifications	Various
5/14/11	Approved	Amendment of the MTP Pedestrian Element concerning sidewalk widths	Various

VI. Upcoming Reviews of the Comprehensive Plan

Planning Initiatives

The Comprehensive Plan has been updated and periodically amended to more clearly reflect the intended use for particular areas. The Plan is reviewed and often amended either as part of a long-term planning process for a designated area or as a result of an individual request for a specific change.

The following Comprehensive Plan elements are to be updated over the next four years (July 1, 2011 to June 30, 2015)⁴:

General Land Use Plan: The last printing of the General Land Use Plan was in 2004. Since then, the County Board has approved several amendments to the General Land Use Plan. Special General Land Use Plan studies are currently underway and will continue to be undertaken in the coming years. Work related to the reprinting commenced in 2010 and this reprinting by the end of 2011 will reflect all changes to the General Land Use Plan approved by the County Board since April 2004. The General Land Use Plan is updated quarterly on the County's website.

Storm Water Master Plan: The Storm Water Master Plan was last updated in 1996. Work is currently underway on an update of the master plan (with the new document using the term "stormwater" to reflect current usage), with completion expected in 2012. This document will combine and update both the 1996 Storm Water Master Plan and the 2001 Watershed Management Plan. Contracts are in place to complete a detailed storm sewer capacity analysis focusing on watersheds that experienced flooding during major storm events as occurred in June 2006. An update of the County's 1999 stream inventory is nearing completion and will help establish priorities for future stream restoration projects. The results of the stream inventory will also be part of the master plan update. Following an initial study in the Little Pimmit Run watershed, work is also proceeding on the preparation of watershed retrofit plans to identify potential locations for storm water quality retrofit projects, a third key element of the master plan update. Lastly, a community outreach process will be undertaken to engage various commissions, civic associations and residents in a community dialogue about storm water programs and policies.

Water Distribution System Master Plan: The Water Distribution System Master Plan was last updated in 1992 and over the next four years it will be updated.

Recycling Program Implementation Plan and Map: In December 1990, the County satisfied the requirement in the Code of Virginia that the County must show the location of existing or proposed recycling facilities as an element of its adopted Comprehensive Plan by adopting a Recycling Program Implementation Plan which included a map of existing and proposed facilities. In 1991, 1996, 2000 and 2008, the Recycling Program Implementation Plan and Map

⁴ See table below for estimated start and completion dates.

was amended to reflect new locations for or relocations of recycling drop-off centers for public use.

In June 2004, the County Board adopted a twenty-year planning document entitled the "Arlington County Solid Waste Management Plan." This plan, approved by the Virginia Department of Environmental Quality, contains a description of the current recycling facilities reflected on the Recycling Program Implementation Plan and Map, as well as descriptions of the County's curbside and multifamily recycling programs and its solid waste collection and disposal programs. The Solid Waste Management Plan currently serves as the strategic planning framework of the County's solid waste management programs, including recycling, and at a future date, the Department of Environmental Services may recommend that it replace the Recycling Program Implementation Plan as a formal element of the County's Comprehensive Plan.

Chesapeake Bay Preservation Ordinance and Plan: Phase III of local government implementation of the Chesapeake Bay Preservation Act requires the 84 Tidewater local governments to review local land development ordinances, and revise them if necessary, in order to ensure these ordinances adequately address the protection of the quality of state waters. An important element of Phase III is the requirement for local ordinances to have specific standards to ensure that development in Chesapeake Bay Preservation Areas minimizes land disturbance, preserves indigenous vegetation, and minimizes impervious cover, as well as six specific requirements for approved plats and development plans. Phase III will also involve the identification and resolution of obstacles and conflicts to achieving the water quality goals of the Chesapeake Bay Preservation Act within local programs and ordinances. The Commonwealth's review of Arlington County's local program began in 2010. Changes to Arlington's Chesapeake Bay Preservation Ordinance may be required as part of this review effort.

In addition, comprehensive revisions to the State stormwater management regulations scheduled to take effect within the next few years will require changes to the Chesapeake Bay Preservation Ordinance. A Countywide stream inventory completed in 2010 will result in an update to the adopted Resource Protection Area map.

Public Spaces Master Plan: The Public Spaces Master Plan was adopted in 2005. The Department of Parks, Recreation and Cultural Resources will begin work on the Public Spaces Master Plan Update in early 2012 and an update to the Urban Forest Master Plan in 2012. The updated Urban Forest Master Plan will ultimately contribute to the attractiveness and sustainability of Arlington through enhancements to the tree canopy and is expected to be completed in 2012. The Natural Resources Management Plan was completed and adopted in 2010.

The goals of the Land Acquisition and Preservation Policy and Plan are to provide a long-term vision for land acquisition, as well as policies and procedures to guide the incremental and strategic acquisition and protection of active and passive recreational lands, cultural sites and natural areas. Work on the plan commenced in late 2009. The scope of the project includes: a needs assessment and analysis; identification of priority areas and opportunities for acquisition; criteria for evaluating and prioritizing acquisition opportunities; a comparable analysis of various tools and methods to acquire and protect land; as well as recommendations for a more

coordinated, balanced and proactive interagency approach to land acquisition. Completion of this plan, which will be a subelement of the Public Spaces Master Plan, is anticipated in 2012.

Historic Preservation Master Plan: The Historic Preservation Master Plan was adopted in 2006 and a reprinting to reflect revisions to the plan will take place in 2012 upon completion of a five-year review since its adoption.

The following studies and plans are anticipated to occur over the next four years (July 1, 2011 to June 30, 2015) and may result in amendments to elements of the Comprehensive Plan or its supporting documents:

Community Energy Plan: The County Board chartered a public task force in January 2010 and charged it with creating a Community Energy Plan. The Community Energy Plan outlines recommendations and strategies to significantly reduce countywide energy use by 2050 through a transformational approach to using, distributing and generating energy. The report's framework will be used to create an implementation work plan and to finalize the Community Energy Plan. A proposed final Community Energy Plan and a corresponding implementation plan are expected to be brought to the County Board by November 2012. The final Community Energy Plan is likely to be a new element of the County's Comprehensive Plan.

Pike Neighborhoods Plan – A Land Use & Housing Study: This study was initiated to complete the next planning phase for the Columbia Pike Initiative by establishing a vision and concept plans for the residential areas adjacent to the existing revitalization district. Originally conceived as an effort to develop housing strategies for the residential areas, the scope of this study has been expanded to include development of a comprehensive plan vis-à-vis preserving affordable housing, increasing housing diversity and improving building form, while ensuring compatibility with existing policies and the Form Based Code regulations applicable in the commercial centers.

The study will also examine the eastern area of Columbia Pike, as recommended in the Columbia Pike Initiative – A Revitalization Plan, Update 2005. The County will study the opportunities for improvements in and around the Foxcroft Heights neighborhood, working cooperatively with the community, federal government and other stakeholders. This study process is targeted for completion in early 2012 and will culminate in a Columbia Pike Initiative update. It is also anticipated that a Form Based Code would be crafted specifically for this area to meet desired goals, including preservation of affordable housing, and will likely incorporate new building forms.

Rosslyn Sector Plan Addendum: Building on the study and approval of projects in Central Place, additional planning for Rosslyn has been initiated in the last few years. These planning efforts, advanced largely as separate and distinct elements to date, will be brought together in a coordinated fashion as part of a process to create an updated Rosslyn Sector Plan Addendum. It is anticipated that the Addendum will focus on achieving four specific primary outcomes, including: a better urban design framework, a building heights strategy, a revamped multimodal transportation system, and cohesive and functional open space network.

While the quality of urban design in Rosslyn has improved as a result of recently approved and built projects, there are still several specific aspects of urban design in Rosslyn that could benefit from improved guidelines. Specifically, additional guidance is needed to help consistently achieve: well-proportioned buildings; a ground-plane and first floor treatment that is attractive, interactive, and comfortable for pedestrians; interesting façade compositions; harmonious transitions between sites; and special and distinct features of Rosslyn. The urban design component is the one component of the four that has not been initiated to date.

The primary objective of studying building heights in Rosslyn is to establish a more specific and deliberate building heights strategy to prioritize the County's goals for Rosslyn's skyline. Work on the Rosslyn Building Height Study was initiated in September 2009, and will be completed as part of the Addendum effort.

A multimodal transportation study for Rosslyn was initiated in late 2006 and focuses on traffic circulation, transit, parking, curb space management, and pedestrian and bicycle connectivity. The study will provide recommendations to address the increased demand placed on all modal elements of the existing Rosslyn transportation system over the next 20 years as Rosslyn continues to grow and redevelop. Specifically, the plan will provide a framework for improved vehicular traffic circulation, public transportation, pedestrian and bicycle system elements, and parking and curb space management. The culmination of this study will be integrated as part of the Addendum effort.

Finally, the Addendum will also explore questions around how a more cohesive open space network can be better integrated throughout Rosslyn. This process will include the identification of primary open space needs in Rosslyn, and look for opportunities to strengthen connectivity among and access to open spaces in Rosslyn. The master planning effort recently initiated to create a new vision for Gateway Park in Rosslyn will be advanced, along with visioning for other major parks in the Rosslyn area.

Four Mile Run/Shirlington Crescent Land Use Study: The industrially planned and zoned area along Four Mile Run and east of Shirlington Road is one of the last remaining areas in the County designated for such use. The Industrial Land Use and Zoning Study, accepted by the County Board in 2000, concluded that based on the high cost of land and rents in Arlington today, it is unlikely that new traditional industrial facilities can be developed at competitive, marketplace rates. As a result of these conditions, industrial uses will continue to decline to the point of being insignificant by the year 2020. It was recommended that the County reexamine a previous study of this area to better define land use goals and objectives which could include mixed-use development and additional open space. Therefore, a two-phase planning effort for the Four Mile Run/Shirlington Crescent will be initiated, beginning in the fall of 2011. The Lower Shirlington Crescent Special Study is proposed as Phase I of an overall planning effort to develop policy guidance for the primarily industrial properties located within the southernmost portion of the Shirlington Crescent (bounded by Shirlington Road and Interstate 395 and south of 24th Road South). Phase I will be completed within four to five months. Phase II of the planning effort will entail the development of a comprehensive Four Mile Run/Shirlington Crescent Area Plan, which will be initiated in early 2012, after the special study process is concluded. Phase II, which is estimated to be conducted over a two-year timeframe, will address key planning issues including height, density, use mix, urban design, open space,

affordable housing, transportation and environmental sustainability. Staff will utilize transportation analysis and conceptual materials from previous planning efforts initiated in 2001-2002, and augment and revise them as necessary, as a point of departure in these new planning efforts.

Arlington County's Affordable Housing Goals and Targets: The Goals and Targets establish the County's objectives and outcome measures for affordable housing until fiscal year 2015. Revisions to the Affordable Housing Goals and Targets will be reviewed by the County Board in the spring of 2015.

Five Year Consolidated Plan (Affordable Housing): Required by the U.S. Department of Housing and Urban Development, a Consolidated Plan is a blueprint for developing affordable housing, preventing homelessness, ensuring fair housing, expanding economic opportunities, improving neighborhoods and more. The Consolidated Plan provides a vision to guide policies and the use of County resources to address these important issues over a five year period. Arlington's next Five Year Consolidated Plan will be developed and submitted to the U.S. Department of Housing and Urban Development in May 2015.

Retail Study: The current Retail Action Plan, originally adopted in 2001, states that "the Retail Action Plan was to act as a general policy guide, to be further updated and reviewed within two years." In 2008, the Economic Development Commission formed a task force to review retail within Arlington. In 2010, the Economic Development Commission presented its findings to the County Board at a work session. After discussing the findings, the County Board directed staff to review retail policies. The study, undertaken by Arlington Economic Development and the Department of Community Planning, Housing and Development, will review and update existing retail policies: determining the right uses for the right places; providing for interim uses with performance criteria; allowing alternative uses to enliven the street; eliminating any conflicts within existing and proposed retail guidance; and offering such guidance for the entire County. Work on this study commenced in 2010.

Special Zoning Ordinance Studies and Reviews: Staff will undertake a comprehensive review of the sign regulations (Section 34) with the goal of adopting revised regulations in calendar year 2011. Staff will work closely with the Zoning Committee of the Planning Commission for formal review of a proposed amendment to the Zoning Ordinance, as well as to conduct public outreach and obtain feedback on proposed recommendations.

Following the sign regulations update, staff will undertake a comprehensive technical review of the Zoning Ordinance, incorporating updates consistent with Virginia Code and a revised format with clarifying improvements vis-a-vis usability and incorporation of updated uses and definitions. The process will include identification of major issues which will help formulate the future Zoning Ordinance work plan. In addition, staff will continue to work on time-sensitive special zoning studies as they arise.

The purposes of the sign ordinance and technical review updates are to improve comprehension and enhance ease of compliance with the Zoning Ordinance, to reduce the frequency with which issues require County Board attention, and to enhance ease of administration of the Ordinance.

In September 2010, the County Board adopted the Crystal City Sector Plan, to serve as the guide for future planning and development decisions in the area. The Sector Plan's Implementation chapter lists 43 recommendations to achieve the preferred future vision for Crystal City. The creation of a new zoning district for Crystal City was one of these recommendations. To be used in conjunction with the new Crystal City Coordinated Redevelopment District on the General Land Use Plan, and to involve a new block planning mechanism created specifically for redevelopment in Crystal City, the parameters for a new voluntary overlay zoning district for Crystal City are now being developed. This new district is being proposed to ensure future development is consistent with the Sector Plan recommendations. The new zoning district is proposed to incorporate many of the recommended controlling factors included in the sector plan, such as building heights, land use, tower coverage, bulk plane angles.

To implement the Pike Neighborhoods Plan, staff will pursue a new, or possible expansion of the existing, Form Based Code zoning tool for the multi-family residential areas along Columbia Pike as the landmark planning and land use tool. This work will advance the preliminary drafts started during the planning effort. The zoning tool will be designed to fulfill the desired goals for future development, including measures to obtain and/or preserve existing market-rate affordable housing units, along with possible new streets and open spaces, build-to lines, building heights, and other urban design requirements. The duration of this project is approximately one year, starting at the end of 2012 and finishing towards the end of 2013.

Special Studies: The Department of Community Planning, Housing and Development will continue to undertake special studies and Special General Land Use Plan Studies as directed by the County Board. Ongoing studies include the American Service Center Special Study, the PenPlace Special Study, the Colony House Special General Land Use Plan Study and the Lower Shirlington Crescent Special Study.

Park Master Plans: The Department of Parks, Recreation and Cultural Resources is engaged in an ongoing process to review and update the master plans for individual park properties. Priority is given to those parks for which master plans have not yet been adopted. In the next five years, park properties that are likely to be reviewed include two Crystal City Parks (the gateway park at the northern terminus of Crystal Drive and the 23rd Street market plaza at the intersection of Clark and Bell Streets), Gateway Park, Randolph and Glebe Park, Jennie Dean Park, Long Bridge Park Master Plan Update and Quincy Park.

Historic Resources Inventory: The creation of the Historic Resources Inventory is the leading recommendation of the Historic Preservation Master Plan. The purpose of the Historic Resources Inventory is to systematically rank the historic and architectural significance of historic properties throughout the County and to establish proactive preservation policies for those resources most vital to Arlington history. The Historic Resources inventory consists of four different categories of significance: essential, important, notable and minor. Phase 1 is limited to these building types: garden apartment complexes and individual garden apartment buildings; commercial shopping centers; and individual commercial buildings. The field survey for Phase 1 was completed in 2009.

Adoption of the Historic Resources Inventory by the County Board occurred in July 2011. The County Board will accept and adopt the Phase 1 Historic Resources Inventory list that ranks some 394 historic resources within three building type categories: garden apartment complexes and individual garden apartment buildings; commercial shopping centers; and individual commercial buildings.

The policies for the Historic Resources Inventory are proposed to be discussed at the October 2011 County Board meeting. These proposed policies, and the proposed strategies to be used to encourage and support the Historic Resources Inventory rankings, will be presented for County Board adoption.

Other requested studies that may be undertaken during the next four years (July 1, 2011 to June 30, 2015) and may result in amendments to elements of the Comprehensive Plan or its supporting documents include:

Commercial Area Study: This study could establish a set of principles to guide development in commercial areas. A pilot project could be undertaken, for instance, at a key commercial area. Issues to be studied may include uses, density, height, urban form, retail mix, transportation connectivity, parking, transitions, streetscape, signage, lighting, safety and the like. The final product could be a planning document that outlines the purpose, scope, issues, considerations and guiding principles with illustrative drawings to convey principles and urban design schemes. In addition, recommendations could include an evaluation of existing tools that could be used or new tools that could be developed to address identified issues and capitalize on identified opportunities, consistent with the County's Smart Growth and sustainability policies. Findings for this study could inform other similar commercial areas throughout the County. The final scope and components of this study will be determined by the County Board.

Garden Apartment/Medium Density Residential Study: This study would examine the garden apartment areas of the County, excluding the Columbia Pike corridor which is the subject of the Columbia Pike Housing and Land Use Study, with the goal of preserving affordable housing and the County's historic garden apartments. This study would also tackle the related affordable housing issue of the discrepancy in the density allowed under the "Medium" Residential (72 units/acre) General Land Use Plan category and the maximum allowed under the corresponding zoning districts (48 units/acre). This is a countywide issue and its implications would have to be carefully considered, especially in terms of impacts on affordable rental housing.

Crystal City Edge Study: The Crystal City Sector Plan includes a specific follow-up implementation item (Action #43) to develop an edge transition study for the area where the western boundary of Crystal City meets the eastern boundaries of Aurora Highlands and Arlington Ridge. In concert with representatives of the adjacent civic associations, the Crystal City Citizen Review Council and the Planning Commission, this study would include efforts to develop additional urban design guidelines addressing the transition area between Crystal City and the adjacent single-family neighborhoods. While the sector plan includes macro-level planning recommendations pertaining to the area on the east side of Eads and Fern Streets, it does not address in detail the vision for the transitional and edge areas. This effort should be worked into the Planning Division work plan to include a study that better defines the preferred

transition and could include design guidelines to help communicate that vision. This study could be used to inform a future County-wide planning effort to analyze edge conditions.

Proposed Project Schedules (subject to change)⁵

Scheduled Priorities

Project	Estimated Schedule ⁶ (calendar year)								
	2011	2012	2013	2014	2015	Undetermined Start Date	Ongoing	No Major Update Expected	Primary Responsible Department
Comprehensive Plan Element (Updates)									
General Land Use Plan (reprinting)	End 4 th Qtr.								CPHD
Master Transportation Plan								X	DES
Storm Water Master Plan		End 4 th Qtr.							DES
Water Distribution System Master Plan						X			DES
Sanitary Sewer Collection System Master Plan						X			DES
Recycling Program Implementation Plan and Map						X			DES
Chesapeake Bay Preservation Ordinance and Plan							X		DES
Public Spaces Master Plan							X		PRCR
Historic Preservation Master Plan		End 4 th Qtr.							CPHD

⁵ The proposed project schedules represent staff's best estimates at this juncture of the projects to be undertaken in the next four years. This information is of a general nature and is subject to change. The outer years are less certain and staff could begin work on currently unscheduled items.

⁶ Unless otherwise specified, initiatives were started prior to 2011.

Scheduled Priorities

Project	Estimated Schedule ⁷ (calendar year)						Ongoing	Primary Responsible Department
	2011	2012	2013	2014	2015	Undetermined Start Date		
Community Energy Plan			End 1 st Qtr.					DES
Pike Neighborhoods Plan – A Land Use & Housing Study		End 2 nd Qtr.						CPHD
Rosslyn Sector Plan Addendum		Start 1 st Qtr.	End 1 st Qtr.					CPHD, DES
Four Mile Run/Shirlington Crescent Land Use Study		Start 1 st Qtr.		End 1 st Qtr.				CPHD
Five Year Consolidated Plan (Affordable Housing)				Start 2 nd Qtr.	End 2 nd Qtr.			CPHD
Arlington County's Affordable Housing Goals and Targets				Start 2 nd Qtr.	End 2 nd Qtr.			CPHD
Retail Study		End 2 nd Qtr.						AED

⁷ Unless otherwise specified, initiatives were started prior to 2011.

Project	Estimated Schedule ⁷ (calendar year)							Primary Responsible Department	
	Supporting Documents	2011	2012	2013	2014	2015	Undetermined Start Date		Ongoing
Special Zoning Ordinance Studies and Reviews ----- -Technical Update								X	CPHD
-Sign Ordinance	Start 1 st Qtr.;	End 3 rd Qtr.							
-Crystal City Zoning	End 4 th Qtr.								
-Form Based Code Expansion for Columbia Pike		Start 1 st Qtr.	End 1 st Qtr.						

Project	Estimated Schedule ⁷ (calendar year)						Undetermined Start Date	Ongoing	Primary Responsible Department
	2011	2012	2013	2014	2015				
Supporting Documents Special Studies ----- -American Service Center Special Study - PenPlace Special Study - Colony House Special GLUP Study -Lower Shirlington Crescent Special Study	End 3rd Qtr. End 3rd Qtr. Start and End 3rd Qtr. Start 3rd Qtr.	End 1st Qtr.					X	CPHD	
Park Master Plans							X	PRCR	
Historic Resources Inventory	End 3rd Qtr.							CPHD	

Unscheduled Priorities

Project	Estimated Schedule (calendar year)					Undeter- mined start date	Primary Responsible Department
	2011	2012	2013	2014	2015		
Supporting Documents							
Commercial Area Study						X	CPHD
Garden Apartment/Medium Density Residential Study						X	CPHD
Crystal City Edge Study						X	CPHD

VII. Public Review Process

Preparation of the aforementioned plans and studies will likely involve a comprehensive review process that may include the evaluation of existing policies and the development of alternatives and recommendations by County staff in cooperation with the Planning Commission, County Board-appointed commissions and task forces, neighborhood and civic organizations and businesses. These processes may require public hearings with the Planning Commission and the County Board and may result in the adoption of recommendations for future development that may include amendments to the Comprehensive Plan.

In addition, detailed land use studies may be undertaken for designated areas of the County at the County Board's directive where conditions warrant a comprehensive framework of policies for community improvement through redevelopment, revitalization or conservation. Also, if directed by the County Board, land use policies may be developed to address specific issues.

Furthermore, any person may request an amendment to the General Land Use Plan, at any time, by writing a letter to the Chairman of the County Board identifying the specific area and the requested General Land Use Plan designation. If the County Board decides to hear the amendment, public hearing dates for the Planning Commission and the County Board are set and publicly advertised. At the public hearing, the Planning Commission receives a recommendation from the County Manager and hears public testimony. The commission then makes a recommendation to the County Board regarding the requested amendment. At its meeting, the County Board also receives the County Manager's report, hears public testimony and ultimately makes the final decision. This same public review process is followed for the review of proposed amendments to other elements of the Comprehensive Plan.

VIII. Appendix

Excerpts from the Code of Virginia⁸

15.2-2223. Comprehensive plan to be prepared and adopted; scope and purpose.

The local planning commission shall prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction and every governing body shall adopt a comprehensive plan for the territory under its jurisdiction.

In the preparation of a comprehensive plan, the commission shall make careful and comprehensive surveys and studies of the existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The comprehensive plan shall be made with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities.

The comprehensive plan shall be general in nature, in that it shall designate the general or approximate location, character, and extent of each feature, including any road improvement and any transportation improvement, shown on the plan and shall indicate where existing lands or facilities are proposed to be extended, widened, removed, relocated, vacated, narrowed, abandoned, or changed in use as the case may be.

As part of the comprehensive plan, each locality shall develop a transportation plan that designates a system of transportation infrastructure needs and recommendations that may include the designation of new and expanded transportation facilities and that support the planned development of the territory covered by the plan and shall include, as appropriate, but not be limited to, roadways, bicycle accommodations, pedestrian accommodations, railways, bridges, waterways, airports, ports, and public transportation facilities. The plan should recognize and differentiate among a hierarchy of roads such as expressways, arterials, and collectors. The Virginia Department of Transportation shall, upon request, provide localities with technical assistance in preparing such transportation plan.

The plan, with the accompanying maps, plats, charts, and descriptive matter, shall show the locality's long-range recommendations for the general development of the territory covered by the plan. It may include, but need not be limited to:

1. The designation of areas for various types of public and private development and use, such as different kinds of residential, including age-restricted, housing; business; industrial;

⁸Virginia General Assembly Legislative Information System (<http://leg1.state.va.us/lis.htm>) as of July 1, 2010.

agricultural; mineral resources; conservation; active and passive recreation; public service; flood plain and drainage; and other areas;

2. The designation of a system of community service facilities such as parks, sports playing fields, forests, schools, playgrounds, public buildings and institutions, hospitals, nursing homes, assisted living facilities, community centers, waterworks, sewage disposal or waste disposal areas, and the like;
3. The designation of historical areas and areas for urban renewal or other treatment;
4. The designation of areas for the implementation of reasonable ground water protection measures;
5. A capital improvements program, a subdivision ordinance, a zoning ordinance and zoning district maps, mineral resource district maps and agricultural and forestal district maps, where applicable;
6. The location of existing or proposed recycling centers;
7. The location of military bases, military installations, and military airports and their adjacent safety areas; and
8. The designation of corridors or routes for electric transmission lines of 150 kilovolts or more.

The plan shall include: the designation of areas and implementation of measures for the construction, rehabilitation and maintenance of affordable housing, which is sufficient to meet the current and future needs of residents of all levels of income in the locality while considering the current and future needs of the planning district within which the locality is situated.

The plan shall include: a map that shall show road improvements and transportation improvements, including the cost estimates of such road and transportation improvements as available from the Virginia Department of Transportation, taking into account the current and future needs of residents in the locality while considering the current and future needs of the planning district within which the locality is situated.

(1975, c. 641, § 15.1-446.1; 1976, c. 650; 1977, c. 228; 1988, c. 268; 1989, c. 532; 1990, c. 19; 1993, cc. 116, 758; 1996, cc. 585, 600; 1997, c. 587; 2003, c. 811; 2004, cc. 691, 799; 2005, cc. 466, 699; 2006, cc. 527, 563, 564; 2007, c. 761.)

§ 15.2-2230. Plan to be reviewed at least once every five years.

At least once every five years the comprehensive plan shall be reviewed by the local planning commission to determine whether it is advisable to amend the plan.

(Code 1950, § 15-964.8; 1962, c. 407, § 15.1-454; 1975, c. 641; 1997, c. 587.)



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General Land Use Plan

DRAFT

Adopted August 12, 1961 with Amendments through [Date of Adoption]



Commemorating
1961 **50 Years of** 2011
Planning



VISION

Arlington will be a diverse and inclusive world-class urban community with secure, attractive residential and commercial neighborhoods where people unite to form a caring, learning, participating, sustainable community in which each person is important.

Arlington County Board Members

Christopher Zimmerman, Chairman

Mary Hynes, Vice Chairman

Barbara Favola

Jay Fisette

J. Walter Tejada

Barbara Donnellan, County Manager

50 Years of Planning in Arlington - A Message from the Director

The Department of Community Planning, Housing and Development is proud to present the 50th anniversary printing of Arlington County's General Land Use Plan. The General Land Use Plan is the primary policy guide for the future development of the County. It establishes the overall character, extent and location of various land uses and serves as a guide to communicate the policy of the County Board to citizens, the business community, developers and others involved in the development of Arlington County. In addition, the General Land Use Plan serves as a guide to the County Board in its decisions concerning future development.

First adopted by the County Board on August 12, 1961, the ten previous printings of the General Land Use Plan visually reflect the County's evolution over the past half century. During this time, Arlington County has evolved from a typical suburban, auto-centric collection of neighborhoods into a nationally-recognized example of the benefits of Smart Growth, sustainability and progressive planning. The various iterations of the General Land Use Plan chronologically document this shift starting in the 1960s when Arlington made the far-sighted and, at the time, controversial decision to route the new Metrorail lines underneath commercial and business corridors of the County, instead of relegating Metro to above-grade locations along the Interstate-66 corridor, as was done in certain neighboring jurisdictions.

Since the 1970s, Arlington's neighborhoods, such as Clarendon, have experienced remarkable economic development, with the number of jobs and office space quadrupling. Today twenty percent of residents in Arlington do not own a car and over half walk, bike or use public transit to commute to and from work. Through forward-looking planning, Arlington was successfully revitalized and transformed into a series of vibrant interconnected, transit-oriented and walkable "urban villages," with a diverse mix of street-level shops, restaurants, housing, hotels and office and commercial space. Arlington has garnered countless prestigious national and local awards for its farsighted planning, including, an American Planning Association Great Streets Award for Clarendon and Wilson Boulevards through its Great Places in America program (2008), a Capital Region Visionary Award as a leader in transit-oriented development, affordable housing, bicycle and pedestrian investments and green building by the Coalition for Smarter Growth (2007) and a National Association of Counties Center for Sustainable Communities Sustainable Community Award for the Rosslyn-Ballston Metro Corridor (2006).

Guided by careful planning, Arlington continues to thrive and evolve, ready to meet the challenges of the next half century, which will include addressing energy needs and defining the next generation of Smart Growth. Arlington is today a vibrant, livable, sustainable community in which to live, work and play and will remain so thanks to the visionary planning reflected in this 50th anniversary printing of the General Land Use Plan.

*Robert Brosnan
Director of the Department of Community Planning Housing and Development*

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PURPOSE AND SCOPE OF THE GENERAL LAND USE PLAN

The General Land Use Plan (GLUP), consisting of this booklet and attached map, is the primary policy guide for the future development of the County. The Plan establishes the overall character, extent and location of various land uses and serves as a guide to communicate the policy of the County Board to citizens, the business community, developers and others involved in the development of Arlington County. In addition, the General Land Use Plan serves as a guide to the County Board in its decisions concerning future development. Each land use designation on the GLUP map indicates a range of densities and typical uses for that general location. An approval by the County Board of a development proposal anywhere within this range would be consistent with the County's goals and vision. The higher end of that density range may not necessarily represent the vision for a specific location. When a development proposal substantially complies with County goals and policies, and is consistent with good zoning practice, the County Board may approve that development proposal at the higher end of that density range or above, as provided by the Zoning Ordinance.

The General Land Use Plan is one of several separate elements of Arlington County's Comprehensive Plan. Since its original adoption, the Comprehensive Plan has been continually updated and expanded and as of *[Date of Adoption]*, comprises the Chesapeake Bay Preservation Ordinance and Plan; the General Land Use Plan; the Master Transportation Plan (including eight subelements: Goals & Policies, Map, Bicycle, Pedestrian, Transportation Demand & System Management, Transit, Parking & Curbspace Management and Streets); the Public Spaces Master Plan (including three subelements: Urban Forest Master Plan, the Public Art Master Plan and Natural Resources Management Plan); the Historic Preservation Master Plan; the Recycling Program Implementation Plan; the Sanitary Sewer System Master Plan; the Storm Water Master Plan; and the Water Distribution System Master Plan.

ARLINGTON'S ORIGINS AND GOVERNMENTAL FRAMEWORK

Arlington, Virginia, an urban county of about 26 square miles, is located across the Potomac River from Washington, D.C. There are no incorporated towns or cities within Arlington's boundaries as a result of a 1922 decision by the Virginia Supreme Court of Appeals which declared Arlington a "continuous, contiguous and homogeneous community."

Arlington was originally part of the ten-mile square surveyed in 1791 for the Nation's Capital. In response to requests of local residents, the U.S. Congress in 1846 returned the portion of the District of Columbia on the west bank of the Potomac River to the Commonwealth of Virginia. This area was known as Alexandria City and Alexandria County until 1920 when the County portion was renamed Arlington County.

In 1932, Arlington became the first County in the United States to operate under the "Manager" form of government, which continues today. The County Board, Arlington's legislative body, is composed of five members elected at large. The Board appoints the County Manager and a variety of citizen boards, commissions and advisory groups to help develop and implement County policies.

The County Board encourages a high level of citizen involvement in local government, especially in developing planning policy. The Planning Commission, a County Board appointed advisory group, provides a forum for public discussion of planning issues. The Commission is empowered by Virginia law to prepare a Comprehensive Plan and to evaluate proposed changes in land use and zoning for conformance with this Plan. The Commission holds public hearings and makes recommendations to the County Board, which also holds public hearings and makes the final decisions on land use and other issues.

PLANNING HISTORY AND THE DEVELOPMENT OF THE GENERAL LAND USE PLAN

The first community planning efforts began in Arlington County as residential and commercial development intensified following World War I. In 1927, the Arlington County Board adopted an ordinance providing for limited control of land use by allowing plats to be recorded only upon the approval of the Directing Engineer. A Zoning Ordinance, implemented by a Zoning Administrator, was adopted in 1930 to encourage orderly development and prevent conflicting uses on the land within the County. In 1937, the County Board established a five-member Planning Commission which was charged with preparing and recommending a Master Plan for the physical development of the County.

Arlington's first General Land Use Plan was adopted by the County Board on August 12, 1961 as one element of the County's Comprehensive Plan. The General Land Use Plan may be amended through two processes: 1) as part of a long-range planning process for a designated area, or 2) as a result of an individual request for a specific change (see Reviewing the Comprehensive Plan and Amending the General Land Use Plan). Through these two processes, the General Land Use Plan has been updated and periodically amended to more clearly reflect the intended use for a particular area. These amendments have been incorporated into a published document eleven times: 1961, 1964, 1966, 1975, 1979, 1983, 1987, 1990, 1996, 2004 and 2011. Below is a description of how the General Land Use Plan has changed since its adoption over 50 years ago:

1960s

The 1961 Plan used a color keyed system of 13 land use categories. The original Plan designated several large areas requiring further study as "Undetermined Use." Changes in the 1964 and 1966 Plans primarily involved the adoption of land use designations for those areas which were previously shown as "Undetermined Uses."

1970s

In the 1970's, the planning focus in Arlington shifted to the future development of the Metrorail transit corridors. On February 21, 1973, the County Board adopted a new legend for the General Land Use Plan. The legend expanded the number of residential categories from three to six, decreased the number of commercial and industrial categories from five to three, added the new heading of "Office-Apartment-Hotel"

and significantly revised the designations for "Public" and "Semi-Public." At the same time, the County Board amended the Plan for areas of the County outside the Rosslyn-Ballston and Jefferson Davis Metro Corridors. After further public discussion, the County Board adopted major land use changes for the Jefferson Davis Metro Corridor (2/9/74) and the Rosslyn-Ballston Metro Corridor (12/7/74). All of the changes adopted between 1966 and 1975 to the legend and the transit corridors were incorporated in the 1975 Plan. The 1979 General Land Use Plan differs from the 1975 Plan in that it reflects amendments in the Rosslyn-Ballston and Jefferson Davis Metro Corridors.

1980s

Between 1979 and 1983, policy recommendations and land use changes were adopted for all of the Rosslyn-Ballston Corridor Metro Station Areas. Several amendments to the legend, including the addition of the categories "Medium Density Mixed-Use" and "High-Medium Residential Mixed-Use," were also adopted. These changes and others were incorporated into the 1983 Plan. In 1986, the County Board adopted a new format for the General Land Use Plan, amending the legend and adding extensive text on planning policy, processes and special programs. These changes were incorporated in the 1987 plan. Between 1986 and 1990, land use changes were adopted for different areas throughout the County including the designation of the "Columbia Pike Special Revitalization District." These changes were incorporated into the 1990 Plan.

1990s

The 1996 General Land Use Plan incorporated policy recommendations and land use changes adopted by the County Board between July 1990 and June 1996, including the establishment of special districts such as the "Special Affordable Housing Protection District," the "Clarendon Revitalization District," the "Coordinated Multiple-Family Conservation and Development District," the "Lee Highway/Cherrydale Special Revitalization District," and the "North Quincy Street Coordinated Mixed-Use District."

2000s

The 2004 General Land Use Plan incorporated land use changes adopted by the County Board between June 30, 1996 and April 27, 2004, including the establishment of special districts such as the "Radnor Heights East Special District," additional "Special Affordable Housing Protection Districts," a "Special Coordinated Mixed-Use District" for the East End area of Virginia Square, an expanded "Columbia Pike Special Revitalization District," and a "North Tract Special Planning District." The 2004 General Land Use

Plan was presented in a new booklet format with an attached Map. Additional updates to the General Land Use Plan occurred with the County Board adoption of the "Fort Myer Heights North District" in 2005 (with revisions in 2008) and amendments to the "Clarendon Revitalization District" in 2006. In 2007, a web version of the GLUP was developed and updated on a quarterly basis. In 2008, The County Board adopted the "Policy for Consideration of General Land Use Plan Amendments Unanticipated by Previous Planning Efforts."

2010s

The 2011 General Land Use Plan incorporates land use changes adopted by the County Board between April 27, 2004 and *[Date of Adoption]*, including the establishment of the "Crystal City Coordinated Redevelopment District" in 2010 and the "East Falls Church Neighborhood Center District" in 2011. The web version continues to incorporate updates on a quarterly basis.

DEVELOPMENT AND GROWTH GOALS

The Arlington County Board has endorsed a land use policy that concentrates high-density residential development within the Metrorail Transit Corridors and preserves lower-density residential areas throughout the County. This policy has evolved from an extensive citizen participation process. It is designed to ensure that Arlington is a balanced community of residential, recreational, educational, shopping and employment opportunities with good transportation supported by a strong tax base and effective use of public funds. In support of this overall policy, the following adopted land use goals and objectives have been incorporated into the General Land Use Plan (more detailed descriptions and goals of the Metro Station Areas may be found in the Special Planning Areas Section):

1. **Concentrate high-density residential, commercial and office development within designated Metro Station Areas in the Rosslyn-Ballston and Jefferson Davis Metrorail Transit Corridors.** This policy encourages the use of public transit and reduces the use of motor vehicles.
2. **Promote mixed-use development in Metro Station Areas to provide a balance of residential, shopping and employment opportunities.** The intent of this policy is to achieve continuous use and activity in these areas.
3. **Increase the supply of housing by encouraging construction of a variety of housing types and prices at a range of heights and densities in and near Metro Station Areas.** The Plan allows a significant number of townhouses, mid-rise and high-rise dwelling units within designated Metro Station Areas.
4. **Preserve and enhance existing single-family and apartment neighborhoods.** Within Metro Station Areas, land use densities are concentrated near the Metro Station, tapering down to surrounding residential areas to limit the impacts of high-density development. Throughout the County, the Neighborhood Conservation Program and other community improvement programs help preserve and enhance older residential areas and help provide housing at a range of price levels and densities.
5. **Preserve and enhance neighborhood retail areas.** The County encourages the preservation and revitalization of neighborhood retail areas that serve everyday shopping and service needs and are consistent with adopted County plans. The Commercial Revitalization Program concentrates public capital improvements and County services in these areas to stimulate private reinvestment.

AFFORDABLE HOUSING

The County's vision of being a diverse and inclusive community underlies its commitment to providing affordable housing opportunities for its residents. A key step in achieving affordable housing is adopting County-wide and area-specific goals and targets and using the necessary planning mechanisms for implementation.

Arlington Goals and Targets for Affordable Housing

In December 2000, the County Board adopted the original nine Affordable Housing Goals and in December 2003, the County Board adopted targets for those Affordable Housing Goals. In March 2011, the County Board voted to revise the County's affordable housing goals and targets, adding the prevention/ending of homelessness and sustainable development as goals and adopting targets to meet those goals. The goals and targets establish a long-term vision and articulate ideal parameters for affordable housing. The targets offer a quantitative way to measure progress toward achievement of the goals. Arlington County's Affordable Housing Goals are:

1. Balance support for the elderly and persons with disabilities with a transitional safety net for families with children.
2. Prevent and end homelessness.
3. Ensure through all available means that all housing in Arlington County is safe and decent.
4. Ensure that consistent with Arlington's commitment to sustainability, the production, conversion and renovation of committed affordable housing is consistent with goals set by the County to reduce greenhouse gas emissions in Arlington County.
5. Permit no net loss of committed affordable housing, and make every reasonable effort to maintain the supply of affordable market rate housing.
6. Reduce the number of households in serious housing need (defined as those earning below 40 percent of median income who pay more than 40 percent of their income for rent).
7. Increase the number of housing units with two or more bedrooms in order to match the needs of households with children.
8. Distribute committed affordable housing within the County, neighborhoods, and projects.

9. Increase the rate of home ownership throughout the County, and increase home ownership education and opportunities for low- and moderate-income households.
10. Ensure, through all available means, that housing discrimination is eliminated.
11. Provide housing services effectively and efficiently.

Affordable Housing Ordinance

In December of 2005, the Arlington County Board approved amendments to the County Zoning Ordinance that are used in the approval process of site plan projects to increase the supply of affordable housing and to streamline the approval process. The developer chooses whether to provide a cash contribution or to provide units using a percent of the increased gross floor area (GFA) above 1.0 Floor Area Ratio (F.A.R.). For on-site units, the requirement is 5% of the GFA; for off-site units nearby, 7.5%; for off-site units elsewhere in the County, 10%. Cash contribution amounts are indexed to the Consumer Price Index for Housing in the Washington-Baltimore Metropolitan Statistical Area (MSA).

Planning Mechanisms for Implementation

The following mechanisms are used to implement affordable housing goals and targets adopted by the County Board.

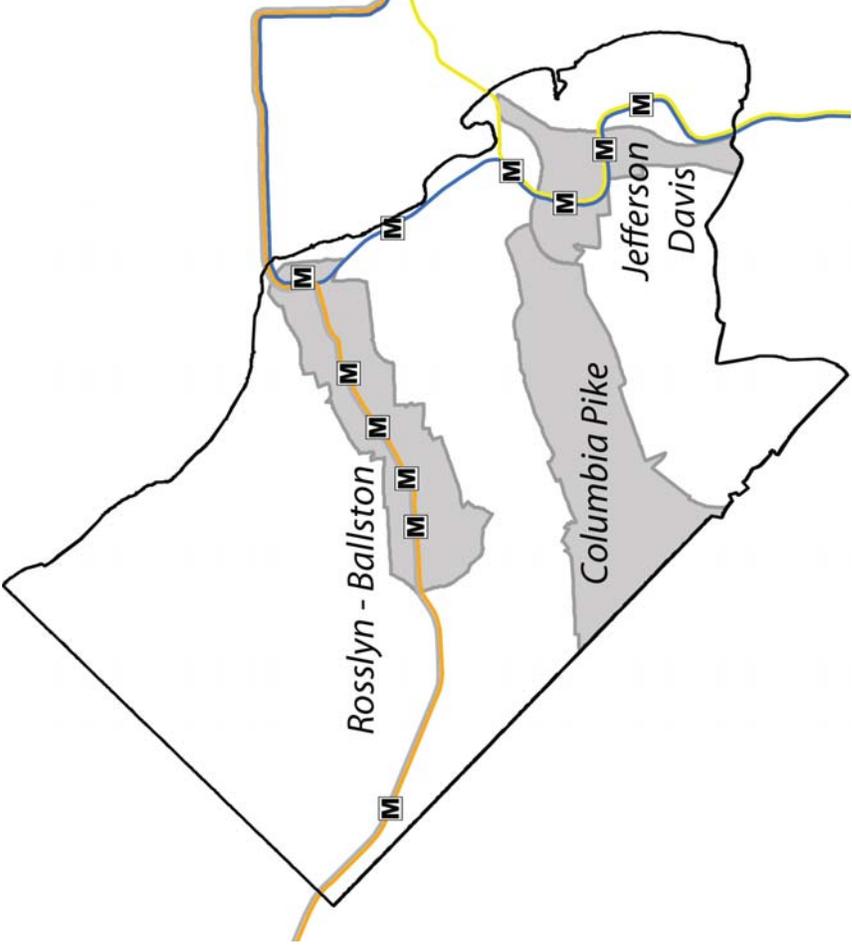
- Zoning Ordinance and the Special Exception Site Plan Process (see Implementation);
- Special Affordable Housing Protection District (see Special Planning Areas);
- Coordinated Multiple-Family Conservation and Development District (see Special Planning Areas).

SPECIAL PLANNING AREAS

Where special conditions or circumstances exist, the County Board may initiate special planning processes for designated areas, as described below.

Major Planning Corridors

Arlington County has three Major Planning Corridors: 1) the Rosslyn-Ballston Metro Corridor which includes five Metro Station Areas; 2) the Jefferson Davis Metro Corridor which includes three Metro Station Areas and a future streetcar line and 3) the Columbia Pike Corridor which also includes a future streetcar line.



ROSSLYN-BALLSTON METRO CORRIDOR



The Rosslyn-Ballston Metro Corridor (R-B Corridor) is one of Arlington's two Metrorail transit corridors targeted for high-density development. The R-B Corridor, approximately three quarters of a mile wide and three miles long, is located along Wilson Boulevard between the Potomac River and North Glebe Road. Five Orange Line stations, which opened between 1976 and 1979, are in this corridor: Rosslyn, Courthouse, Clarendon, Virginia Square/George Mason University and Ballston/Marymount University. The R-B Corridor is also well served by major thoroughfares including Washington Boulevard, Glebe Road, Arlington Boulevard, Lee Highway, and the Custis Parkway (I-66).

Planning for the R-B Corridor involved a twelve year intensive effort by citizens, staff and County officials. During this period, several policy planning studies were adopted, including RB 72, Alternative Land Use Patterns; Arlington Growth Patterns (1974); A Long Range County Improvement Program (1975); and Rosslyn Ballston Corridor: Recommended General Land Use Plan (1977). Between 1977 and 1984, sector plans were adopted for Rosslyn (1977), Ballston (1980), Court House (1981), Virginia Square (1983) and Clarendon (1984).

In 1989, the County Board initiated a mid-course review of the R-B Corridor to evaluate the quality of development that had been achieved and determine how well the County was shaping the character of the Corridor and the individual Metro Stations. At the time of the review, the Corridor was just over fifty percent complete in terms of projected new development. This planning effort generated design recommendations that were followed by the adoption of sector plan addenda for Clarendon (1990), Rosslyn (1992), and Courthouse (1993). In addition, the County Board adopted the East Clarendon: Special Coordinated Mixed-Use District Plan (1994) and the North Quincy Street Plan (1995), which also addressed recommendations made during the mid-course review process. The sector plans with the addenda provide detailed recommendations and policy guidelines for land use and zoning, urban design, transportation, utilities, parks and community facilities. Sector plan land use recommendations are incorporated into the General Land Use Plan.

In 2000, in order to reevaluate land use and urban design goals and objectives in several station areas along the R-B Corridor, the County Board initiated a review and update of the Virginia Square, Clarendon, and Rosslyn Sector Plans. After a community-wide planning process in the Virginia Square area in 2001 and 2002, the County Board adopted the 2002 Virginia Square Sector Plan. The County Board adopted a new Clarendon Sector Plan in 2006. A Rosslyn Sector Plan Addendum is anticipated in 2012.

In May, 2001, the County Board adopted the Proposed Retail Street Maps and Urban Design Principles and Guidelines in the R-B Corridor Retail Action Plan. These elements help guide decisions on appropriate locations for retail uses and help guide design and function of retail development in the Corridor. In March, 2003, the County Board adopted the Rosslyn to Courthouse Urban Design Study. The study defines redevelopment and reinvestment parameters and urban design guidelines for sites generally located between the Rosslyn and Courthouse Metro Station Areas. In September 2008, the County Board adopted the Fort Myer Heights North Plan.

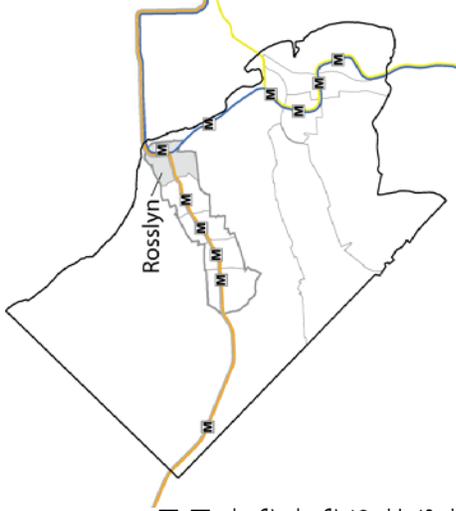
Throughout the R B Corridor, the General Land Use Plan concentrates the highest density uses within walking distance of Metro stations; tapers densities, heights and uses down to the existing single family residential neighborhoods; and provides for a mix of office, hotel, retail and residential development. Each station area serves a unique function: Rosslyn is a first class office and business center, Courthouse is Arlington County's government center and Clarendon is planned as an "urban village." The Virginia Square/GMU Station Area contains a concentration of residential, cultural and educational facilities, while Ballston/Marymount University is developing as Arlington's

"new downtown." These five station areas complement one another and constitute an urban corridor of increasing importance to the greater Arlington community. Special planning areas within each station area are described in detail below.

Rosslyn

Rosslyn Coordinated Redevelopment District

On May 11, 1996 the County Board established the "Rosslyn Coordinated Redevelopment District." The purpose of this district is to encourage the physical and economic development of the Rosslyn area to maximize Rosslyn's potential, over the next 25 years, to become a competitive first class urban center which exemplifies superior architecture and excellent urban design practice. This is envisioned to be achieved through the development of high quality mixed-use development at the core of Rosslyn including enhanced residential and hotel resources, and office buildings that are home to regional and national headquarters of major private/public corporations and institutions.



Through the site plan special exception process, the "Rosslyn Coordinated Redevelopment District" allows, on sites designated "High" Office-Apartment-Hotel on the General Land Use Plan, a density of up to 3.8 floor area ratio (F.A.R.) for office/commercial uses and up to 4.8 F.A.R. for hotel and residential uses. On sites designated "High" Residential the maximum density permitted is 4.8 F.A.R. for residential and 3.8 F.A.R. for hotel uses. This district also permits the rezoning of sites, located within its boundaries, to "C-O-Rosslyn," Rosslyn Commercial Office Building, Retail, Hotel and Multiple-Family Dwelling Districts. However, the uses permitted on a particular site shall be limited to the uses permitted under the General Land Use Plan.

The "C-O-Rosslyn" zoning district allows the County Board to approve additional building height and density when the County Board determines that the development proposal offers important community benefits identified in approved plans for the area and meets other special exception criteria of the Zoning Ordinance.

Within the "Rosslyn Coordinated Redevelopment District," additional density and heights may be granted by the County Board, through the site plan process, for the provision of important community benefits and the development of a site in a manner consistent with the goals, objectives and design guidelines included in the Rosslyn Station Area Plan Addendum, adopted by the County Board in January, 1992, and other plans and policies adopted by the County Board for the area, which may include among others:

- The development of a mixed-use project with a significant residential component;
- The provision or enhancement of retail, restaurant and entertainment facilities in the center of Rosslyn;
- The provision or enhancement of the pedestrian, vehicular and mass transit circulation system;
- The provision of open space or other public facilities and/or amenities;
- The creation of a "Central Place" and the "Esplanade" as envisioned in the Rosslyn Station Area Sector Plan Addendum; or
- The provision of other community benefits.

Radnor Heights East Special District

In December, 1999, the County Board established the "Radnor Heights East Special District". The purpose of this district is to recognize that the Radnor Heights East area is a distinct neighborhood where special planning and development policies are justified by its unique location on the main axis of the National Mall and its proximity to nationally significant federal monumental areas including the Iwo Jima Memorial and parkland, the Arlington National Cemetery and Fort Myer. The goals for this district are:

- This area should be developed with a variety of housing types with high quality architecture;
- Siting of new buildings should try to minimize, to the extent possible, the obstruction of views;
- Building heights should be limited to 60 feet, exclusive of penthouses;
- New development should preserve, to the extent possible, existing trees and/or plant new trees and additional landscaping to minimize the potential impact of new development onto the existing parkland;
- Site plan development should improve pedestrian access through the neighborhood through the provision of adequate sidewalks and walkways connecting the neighborhood and the federal monumental areas.

Fort Myer Heights North Special District

Fort Myer Heights North is a smaller scale, medium density residential community, separate and distinct from the adjacent core Metro Station Areas of Rosslyn and Courthouse. The purpose of this special district is to promote a strategic balance of preservation and redevelopment in order to achieve the community's goals of preserving:

- Affordable housing;
- Historic buildings;
- Open space;
- Mature trees; and
- Neighborhood scale.

The vision for Fort Myer Heights North emphasizes the preservation of its historic core, characterized by garden style apartments that are among the first multifamily buildings in Arlington County, while allowing a strategic blend of conservation and redevelopment along the southern edge of the district in order to achieve the other identified community goals through the special exception site plan process.

In order to preserve the character of the neighborhood and its historic core along 16th Street North, a combination of regulations and incentives will be provided in the Conservation Area within the Fort Myer Heights North Special District. In this area, no additional density or height over what is allowed by-right will be permitted. In an effort to discourage additional by-right development that will further compromise the fabric of the neighborhood, incentives will be offered to promote the preservation of historic buildings, open space and existing affordable housing in the Conservation Area. Property owners of identified historic buildings located within the Conservation Area will be encouraged to preserve their buildings and the open space surrounding these buildings through the transfer of development rights. The Plan also encourages the transfer of development rights for affordable housing purposes. The regulations and incentives outlined for the Conservation Area will complement one another to help ensure that the scale and character of the neighborhood core are maintained and that both the preservation of historic buildings, with their surrounding open space and mature trees, and the preservation of existing affordable housing are encouraged.

When development of a site within the Revitalization Area of the Fort Myer Heights North Special District includes an application for site plan approval, the County Board may approve up to 3.24 F.A.R. if the development proposal substantially furthers the

intent of the goals and objectives of the Fort Myer Heights North Plan. Site plan projects will be expected to meet the goals in the Fort Myer Heights North Plan, including the provision of affordable housing, the preservation of historic buildings, the provision of open space and contributions to the tree canopy. Additional density obtained from the Conservation Area may be used in a site plan redevelopment project if the building height and site design recommendations outlined in this Plan are addressed.

Special Affordable Housing Protection District

On November 17, 1990, the County Board adopted the "Special Affordable Housing Protection District" (SAHPD) to promote retention of affordable housing within the two Metro Corridors, where the General Land Use Plan usually allows development at higher densities than allowed "by right" under current zoning.

The overall goal of the SAHPD is to provide opportunities for housing affordable to persons with low- and moderate-incomes in areas where such housing has traditionally been available. The intent of this District is to ensure that existing low- and moderate-income apartment units remain or are replaced where development density shown on the General Land Use Plan is 3.24 F.A.R. or more, and is higher than allowed by-right under zoning applicable to properties considered for the SAHPD designation at the time of request for rezoning or site plan. In instances where redevelopment of these sites is proposed, the higher densities shown on the Plan are intended to be achieved through on-site preservation or replacement of existing affordable low- and moderate-income housing units either on the site or a similar location off the site as part of the redevelopment proposal.

The following sites have been designated by the County Board as a SAHPD in the Rosslyn area: Twin Oaks on May 24, 2000; WRIT Rosslyn Center on July 20, 2002; Rosslyn Ridge on July 10, 2004; and Rosslyn Commons, on June 17, 2008.

Courthouse

Fort Myer Heights North Special District

See Rosslyn.

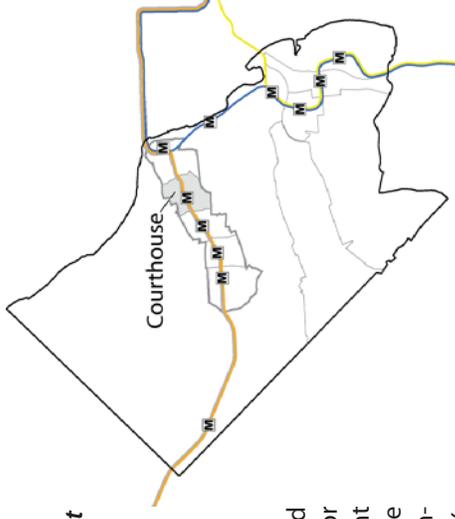
Coordinated Preservation and Development District

A "Coordinated Preservation and Development District" was adopted for the Colonial Village garden apartment complex on April 23, 1977. The purpose of the district was to preserve a substantial portion of the apartment complex, while allowing unused density and vacant land to be consolidated for new development adjacent to the Courthouse Metro Station.

In December 1979, the County Board approved a Phased-Development Site Plan (PDSP) that preserved ninety percent of the 1,000 existing units and provided for the long-term retention of some units for moderate-income housing. Approximately 276 of the original apartment units were designated an Historic District, recognizing Colonial Village's significance as the first FHA-funded apartment complex in the U.S. The plan also permits construction of three high-rise office buildings and over 600 new housing units.

Special Affordable Housing Protection District

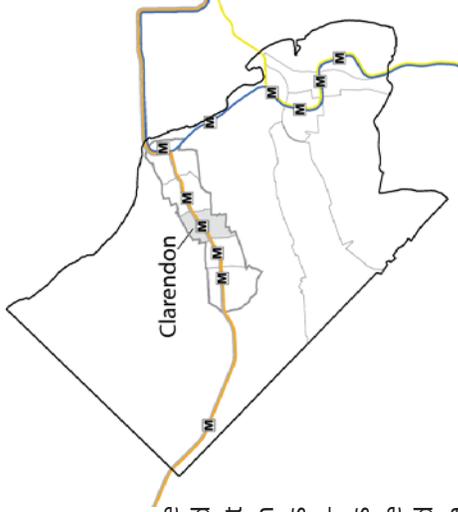
The following sites have been designated by the County Board as a SAHPD in the Courthouse area: The Odyssey on November 20, 2001 and North Troy Street Residential on February 21, 2004 (for more details on the background of this district, please see the Special Affordable Housing Protection District under Rosslyn).



Clarendon

Special Coordinated Mixed-Use District

The "Special Coordinated Mixed-Use District" designation was established for larger sites where redevelopment may result in significant changes within a Metro Station Area. This district has been adopted for the former Sears department store site (now referred to as Market Common at Clarendon) in the East Clarendon area (July 1982) and the George Mason University/Virginia Square Shopping Center site (now referred to as FDIC) in Virginia Square (August 1982), and the East End area of Virginia Square (June 2003).



For Clarendon, the "Special Coordinated Mixed-Use District" designation required that a public planning process be initiated for these areas when property owners indicated a desire to pursue development. This planning process was intended to address the transition of new development to adjacent land uses, proposed development densities and heights, urban design issues, and neighborhood concerns. As a result, and following a constructive public process, the County Board adopted the East Clarendon Special Coordinated Mixed-Use District Plan (September 1994). The overall goal of this plan is to successfully link the Clarendon and the Courthouse Sector Plan Areas by achieving a unified visual image and creating attractive urban public and private spaces that will attract the maximum desirable use while being sensitive to the surrounding neighborhoods. The "Special Coordinated Mixed-Use District" designation on the General Land Use Plan requires that future development on the former Sears Site responds to the recommendations in the East Clarendon Plan, including height restrictions, urban design guidelines and location of open space.

In 1999, and with subsequent amendments, the County Board approved the Market Common at Clarendon site plan. This project, meeting the desired goals of the district, includes mixed-use commercial and residential development with a significant retail component. Development approved for this location includes tapered densities and heights to protect surrounding neighborhoods.

Clarendon Revitalization District

On July 7, 1990, the County Board adopted the "Clarendon Revitalization District" to clearly identify the County's intent to implement the adopted urban design plan in Clarendon. On February 25, 2006 and December 9, 2006, the County Board modified the "Clarendon Revitalization District" boundary.

The "Clarendon Revitalization District" boundaries include 13th Street North (between North Hartford and Washington Boulevard) and the commercial properties north of Wilson Boulevard (between North Highland Street and North Danville Street) to the north, North Kirkwood Road and 10th Street North (between Washington Boulevard and Wilson Boulevard) to the west, the commercial and low-medium residential properties south of 10th Street North (between Wilson Boulevard and Washington Boulevard to the south), and the commercial properties along the east side of North Fillmore to the east. The Clarendon Revitalization District designation on the GLUP indicates that future development in Clarendon should comply with the following policy goals and objectives listed below.

- A cluster of office uses surrounding the Metro station and Clarendon Central Park with specific use limitations on certain areas;
- All areas have a maximum height limit;
- The preservation of entire buildings, building frontages, and building facades are specified to retain a mix of older, fine buildings amidst new construction;
- The provision of well-designed sidewalks with activating facades;
- The preservation of surrounding low-density residential areas with compatible development tapering up in density and height toward the Metro station entrance and along east-west arterial streets;
- The expansion of existing open spaces to create a network of connected spaces in the core area and edges of Clarendon for the purposes of public gatherings and buffers to surrounding areas.

Virginia Square

Special Coordinated Mixed-Use District

The "Special Coordinated Mixed-Use District" designation was established for larger sites where redevelopment may result in significant changes within a Metro Station Area. This district has been adopted for the former Sears department store site (now referred to as Market Common at Clarendon) in the East Clarendon area (July 1982), the George Mason University/Virginia Square Shopping Center site (now referred as FDIC) in Virginia Square (August 1982), and the East End area of Virginia Square (June 2003). A description of the "Special Coordinated Mixed-Use District" for two locations in Virginia Square are described below:

George Mason University/FDIC

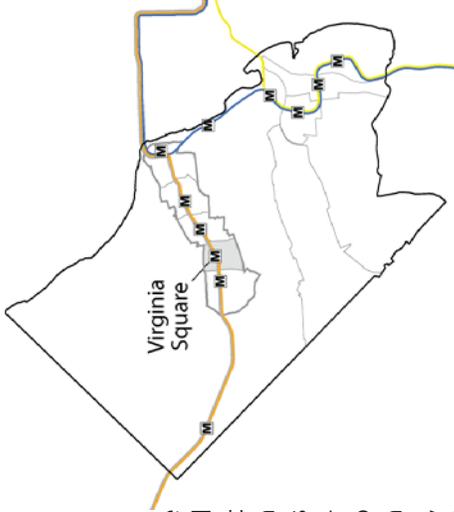
In 1982, the County Board designated the block bounded by Fairfax Drive, North Kirkwood Road, Washington Boulevard, and North Monroe Street as a "Special Coordinated Mixed-Use District." The area designated "High" Office-Apartment-Hotel within the district allows a base F.A.R. of 3.0 Office/Hotel; and up to a total of 4.3 F.A.R. in consideration of residential development, community services and cultural facilities (7/11/83). The area bordered by North Monroe Street, North Lincoln Street, Washington Boulevard, North Kirkwood Road, and Fairfax Drive and designated "Public" is intended to accommodate existing facilities and future expansion of the George Mason University Arlington campus (7/28/01). Through the 2002 Virginia Square Sector Plan, additional goals were adopted for this area:

- To create an urban employment campus on the FDIC property and a premier urban educational campus on the GMU properties that physically relate to one another and to the entire Virginia Square station area; and
- To provide spaces on each campus that the community can use and enjoy.

East End

In June, 2003, the County Board designated the area referred to as the East End, bordered by North Lincoln Street, Fairfax Drive, the Fairfax Drive/10th Street/Wilson Boulevard intersection, and Wilson Boulevard as a "Special Coordinated Mixed-Use District" based on recommendations from the 2002 Virginia Square Sector Plan. The overlay district designation is intended to convey the community's desire for coordinated redevelopment of this area that serves as the gateway between Virginia Square and Clarendon. The "Special Coordinated Mixed-Use District" designation on the General Land Use Plan requires that future development in the East End respond to the recommendations and urban design guidelines contained in the 2002 Virginia Square Sector Plan and specifies the following policy goals and objectives:

- Concentrate residential uses west of North Kenmore Street and office and/or mixed-use development east of North Kenmore Street;
- Allow density within the General Land Use Plan up to 3.24 F.A.R. east of North Kansas Street and up to 4.0 F.A.R. west of North Kansas Street within the prescribed building heights and ensure an affordable housing commitment in accordance with the requirements of the County's affordable housing ordinance for density within the General Land Use Plan;
- Allow additional density above the General Land Use Plan for both residential and commercial uses up to a maximum of 5.0 F.A.R. within the prescribed building heights in exchange for an affordable housing commitment in accordance with the provisions of the County's affordable housing ordinance for density above the General Land Use Plan;
- Allow for the construction of new or conservation of existing affordable dwelling units off-site in the area south of Wilson Boulevard and generally between North Monroe Street, North Pollard Street and 5th Street North where garden apartment dwelling units exist if the resulting additional density cannot fit within the prescribed building height limits or a developer chooses to build off-site;
- Provide street-level retail uses along Fairfax Drive and Wilson Boulevard;
- Provide well-designed sidewalks with activating facades around each block perimeter to encourage pedestrian circulation;
- Provide interesting walkways and open spaces in the middle of each block for pedestrian and vehicular circulation;
- Provide a focal point at the corner of 10th Street/Wilson Boulevard to highlight the gateway from Clarendon;
- Provide public open spaces with public art;



- Provide shared parking spaces and short-term, convenience-retail parking, available to the public, in new development projects, especially office projects; and
- Taper building heights down pursuant to the sector plan North

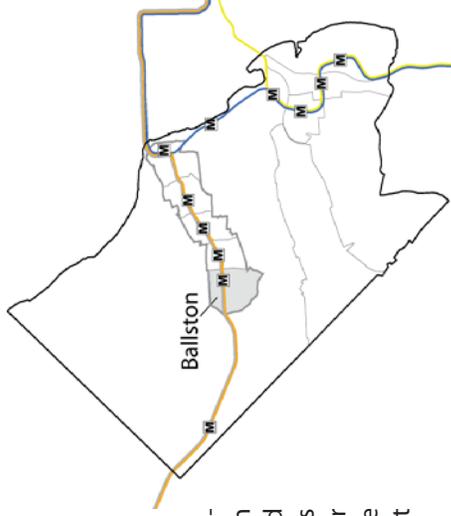
Special Affordable Housing Protection District

The following sites have been designated by the County Board as a SAHPD in the Virginia Square area: Pollard Gardens/Clarendon Courts on November 17, 1990 and North Monroe Street Residential on October 18, 2003 (for more details on the background of this district, please see the Special Affordable Housing Protection District under Rosslyn).

Ballston

Coordinated Mixed-Use Development District

The "Coordinated Mixed-Use Development District" in the center of Ballston was approved by the County Board on December 2, 1978. The district is planned as the "downtown" center for Ballston. The goal is to create a balance between new residential development and employment opportunities.



Within the district, the General Land Use Plan provides for the development of substantial residential, office, hotel and retail facilities and open space. To stimulate and implement the desired mix of development, the County Board adopted, in May 1980, "C-O-A" zoning, with a special exception site plan process. "C-O-A" zoning encourages mixed-use development and property consolidation by setting maximum densities and heights based on site area and type of development.

North Quincy Street Coordinated Mixed-Use District

On February 4, 1995, the County Board established the "North Quincy Street Coordinated Mixed-Use District." Development of this area shall be consistent with the North Quincy Street concept plan and urban design guidelines adopted by the County Board on February 4, 1995. The area designated "Medium" Office-Apartment-Hotel allows a base density of 1.5 F.A.R. for office/commercial development, up to 72 apartment units per acre, or up to 110 hotel units per acre. A maximum density of up to 2.5 F.A.R. for office/commercial development, up to 115 apartment units per acre, or up to 180 hotel units per acre would be considered on sites located on the west block, taking into account the development of residential uses on the east block consistent with the concept plan and the "Medium" Residential designation; the implementation of other significant elements of the concept plan; the development of community, cultural, or public facilities; the provision of open space; and/or, the development of affordable/moderate income housing. Approval of additional density (up to the 2.5 F.A.R. limit) may be granted provided that appropriate legally binding mechanisms such as compatible rezoning of "C-2" and/or "C-M" properties on the east block, a consolidated site plan, site plan conditions and/or covenants recorded in the land records, are approved to ensure that the proposed development is implemented in accordance with the concept plan.

Special Affordable Housing Protection District

The following site has been designated by the County Board as a SAHPD in the Ballston area: Liberty Center on January 26, 2002 (for more details on the background of this district, please see the Special Affordable Housing Protection District under Rosslyn).

JEFFERSON DAVIS METRO CORRIDOR



The Jefferson Davis Metro Corridor (JD Corridor) is one of Arlington's two Metrorail transit corridors targeted for high-density development. This major transportation corridor provides access to the Pentagon, National Airport and Washington, D.C. by way of several heavily traveled highways, Metro's Blue and Yellow lines and the CSX Railroad (previously the RF&P Railroad) and is an area currently planned for future surface transit enhancements by way of bus rapid transit, transitioning ultimately to streetcar. Stable, single family residential areas include the Arlington Ridge and Aurora Highlands Neighborhood Conservation Areas. These cover a large portion of the land area in the corridor. Mixed-use development is concentrated along Jefferson Davis Highway and around the Crystal City and Pentagon City Metro Station Areas.

Until the early 1960's, much of the land along Jefferson Davis Highway was devoted to low intensity industrial use. The areas associated with the previous RF&P Railroad right of way and the Pentagon City Station Area were largely vacant. The corridor's location between National Airport and the Pentagon and its access to Washington, D.C. stimulated mixed-use office, retail, residential and hotel development beginning in the mid 1960s. Between 1968 and 1977, a series of plans and studies were developed in

an effort to provide a unified long-range planning approach to redevelopment. These plans included the Jefferson Davis Corridor Policy Plan (1968), the Five Year Plan for the Jefferson Davis Corridor (1973), and the Jefferson Davis Corridor: Recommended General Land Use Plan (1977).

Since 1974, striping patterns had been placed on the General Land Use Plan for this corridor with the width of stripes indicating percentage of uses. The area east of Jefferson Davis Highway and north of the Airport Viaduct was designated for four sevenths "High" Residential and three-sevenths "High" Office-Apartment-Hotel development. South of the Airport Viaduct, the pattern indicateds five-sevenths "High" Residential and two sevenths "High" Office-Apartment-Hotel use. For the Pentagon City Coordinated Development District, a striped pattern of three-fourths "High-Medium" Residential and one fourth "Medium" Office Apartment Hotel use was adopted.

In 1980, the Crystal Park site plan was approved as a major addition to the Crystal City area. The land area for Crystal Park was created when the developer moved the RF&P Railroad tracks eastward. The striped land use pattern originally designated for Crystal Park indicated "Low" Office-Apartment-Hotel uses on two thirds of the site and "Medium" Residential uses on the remaining one third.

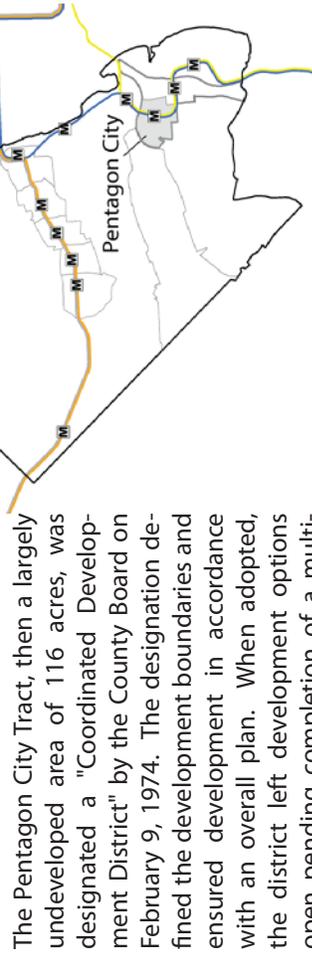
The development potential in the JD Corridor area changed dramatically when the Potomac Yard Phased-Development Site Plan (PDSP) was adopted by the County Board in 2000. Coordinated efforts were made to increase development capacity in the South Tract (generally bounded by the Airport Viaduct, George Washington Parkway, Crystal Drive, Jefferson Davis Highway, and Four Mile Run) and to create opportunities for open space and recreational uses in the North Tract (generally bounded by Old Jefferson Davis Highway [renamed Long Bridge Drive effective April 1, 2012], 10th Street South, and the waterfowl sanctuary). The striped land use pattern for Potomac Yard indicates "Low" Office-Apartment-Hotel uses on two-thirds of the site and "Medium" Residential uses on the remaining one-third. The site is divided into six land bay areas which will be developed in phases. Final Site Plans have been approved for all six land bays for a total of approximately 4.4 million square feet of office, retail, residential, and hotel development. It is anticipated that full build-out of the PDSP will take approximately 15 to 20 years. In 2004, the County Board established the "North Tract Special Planning District." Its vision is to transform the area into a distinctive showplace of environmentally sound redevelopment, with a central expanse of attractive public green spaces and high-quality indoor and outdoor recreation facilities that are accessible to all Arlingtonians, conveniently linked with nearby urban corridors and the Potomac riverscape, and coupled with complementary private redevelopment.

In 2005, the Base Realignment and Closure Commission (BRAC) called for the relocation of 17,000 U.S. Department of Defense jobs and the vacation of the associated 4.2 million square feet of office space out of Arlington onto nearby military spaces. As the largest impact in Arlington would be in Crystal City, a formal planning process for the revitalization of Crystal City was initiated. As a result of this multi-year planning process, a comprehensive vision and goals for future growth in Crystal City were established and in 2010, the County Board adopted the Crystal City Sector Plan. At this time, the General Land Use Plan was amended to show the boundaries of the Crystal City Coordinated Redevelopment District, in which the form and scale of development envisioned in the Sector Plan would be permitted where Sector Plan goals are otherwise generally met.

The area east of Crystal Drive from 12th Street South to the Airport Viaduct that was previously a mix of "Medium" Residential and "Low" Office-Apartment-Hotel was changed to all "Low" Office-Apartment-Hotel. The area east of Jefferson Davis Highway and west of Crystal Drive previously striped "High" Residential and "High" Office-Apartment-Hotel was revised to all "High" Office-Apartment-Hotel. Lastly, the area bounded by Jefferson Davis Highway, South Eads Street, Army Navy Drive and a line level with the northeast corner of Eads Park that was previously a mix of "High" Residential and "Public" was amended to all "High" Office-Apartment-Hotel. West of Eads Street no changes were made to the GLUP designations, but the Metro Station Area boundary was expanded to include the properties between South Eads Street and South Fern Street that front the south side of 23rd Street South. Previously the striping on the General Land Use Plan indicated the preferred percentages of land uses. However, as of 2010, the adopted Sector Plan provides guidance on the desired use mix. Special planning areas within the Jefferson Davis Corridor are described in detail below.

Pentagon City

Coordinated Development District/ Phased-Development Site Plan



The Pentagon City Tract, then a largely undeveloped area of 116 acres, was designated a "Coordinated Development District" by the County Board on February 9, 1974. The designation defined the development boundaries and ensured development in accordance with an overall plan. When adopted, the district left development options open pending completion of a multi-year planning study by the Pentagon City Policy Guidance Committee, a group of citizens and consultants that received support from the County Board and staff.

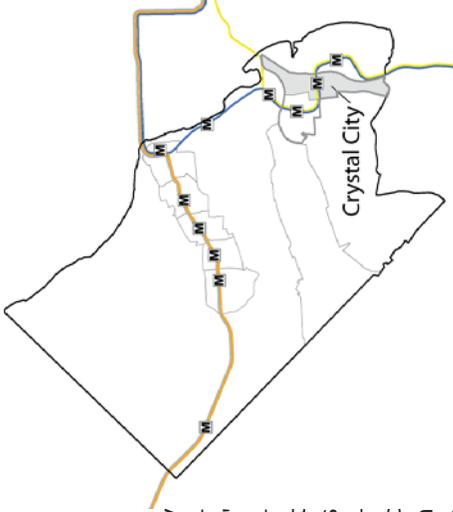
A Phased-Development Site Plan (PDSP) was adopted by the County Board in February 1976, and amended in December 1997 and July 2009, to provide for mixed-use development focused around the Pentagon City Metro Station. This includes over 1.5 million square feet of office/commercial space; 1,600 hotel rooms; 5,450 dwelling units including a nursing and retirement home; open space; and regional shopping facilities.

In July, 2008, the County Board adopted a PDSP for the Pentagon Centre parcel, the block bounded by South Hayes St., 15th St. South, South Fern St., and 12th St. South, that was excluded from the area designated as the Pentagon City "Coordinated Development District" in 1974. The PDSP for the Pentagon Centre block provided for mixed-use development and includes an additional 776,982 square feet of office, approximately 327,070 square feet of retail, approximately 600 dwelling units, and approximately 250 hotel rooms immediately above the Pentagon City Metro Station. This program of development, site design and layout will result in a mix of uses at increased density, a street grid, open space and other amenities that will establish form and structure for the future redevelopment of the Pentagon City area's most significant parcel of land.

Crystal City

Crystal City Coordinated Redevelopment District

On September 25, 2010, the County Board established the "Crystal City Coordinated Redevelopment District." The purposes of this district are to encourage the physical redevelopment of Crystal City in a way that transforms the neighborhood into a vibrant mixed-use area with a greatly enhanced public realm, and to allow the area to thrive in a post-Base Realignment and Closure era. Many of Crystal City's earliest buildings are approaching 40 to 50 years in age, and a time will soon come when their owners will need to choose between renovating and redeveloping these properties to stay competitive in the regional market. The guidance provided in the Crystal City Sector Plan clearly prefers gradual redevelopment, with the integration of new high-quality mixed-use development to foster the transformation of the neighborhood's streets, sidewalks, and public open spaces.



Through the special exception process, site plan development in Crystal City typically may be allowed up to density levels consistent with those depicted on the General Land Use Plan. In many locations, the Sector Plan envisions a form and scale of development that could accommodate densities above and beyond the maximum planned densities associated with the office-apartment-hotel and residential designations on the General Land Use Plan. The establishment of the "Crystal City Coordinated Redevelopment District" communicates the General Land Use Plan's vision for increased densities within the district, consistent with the general parameters in the Sector Plan. All properties within the boundaries of this district would be eligible for special regulations and incentives recommended in the Crystal City Sector Plan and would be subject to special design guidelines. Following adoption of the Sector Plan, future amendments to the Zoning Ordinance will provide an additional implementation tool allowing the physical build out of additional density within the "Crystal City Coordinated Redevelopment District".

Vision:

With its close proximity to the Potomac River overlooking the nation's monuments, Crystal City today offers an established office, hotel, residential, and retail mixed-use environment accessible via its extraordinary transportation network comprising of: rail and bus transit; streets and sidewalks; interior public walkways connecting to transit (and in targeted areas, lined with restaurants, local retailers, and neighborhood services); bicycle trails; regional connectors; and National Airport. In the future, as Crystal City grows along with the region it will be enhanced with improved surface transit service, initially with rubber-tire bus transitioning ultimately to streetcar, and a more functional and pedestrian-friendly urban street network lined with active retail and civic spaces. Crystal City's future physical character will include enhanced upper-story uses that provide a Class A office environment and expand the array of residential offerings in the neighborhood. Crystal City's "sense of place" will be strengthened by providing additional attractive and safe civic, cultural, retail, recreational, and community uses and by defining distinct neighborhoods through high-quality architecture, open spaces, streetscape designs, and public art. Residents, visitors, and workers alike will all benefit from Crystal City's smart growth policies, improved land use and transportation connections, and enhanced quality of life.

Goals:

- Create a high quality public realm (and open spaces) that strengthens the sense of place;
- Provide a mix of uses by balancing office, residential, retail, cultural and civic uses among several defined neighborhood centers;
- Relate architectural and urban design to the human scale;
- Enhance multimodal access and connectivity;
- Incorporate sustainable and green building principles into all urban and architectural design;
- Preserve the integrity of the single-family neighborhoods to the west; and
- Ensure Crystal City's long-term economic sustainability.

North Tract Special Planning District

On April 27, 2004, the County Board established the "North Tract Special Planning District." The purpose of this district is to ensure that the vision, goals and policies in the North Tract Area Plan Study, accepted February 21, 2004 by the County Board, as outlined below, are achieved. The vision and goals for the North Tract area will be achieved incrementally through a series of coordinated public and private initiatives. Recommendations in the North Tract Area Plan Study shall be considered as a guide to be interpreted in more detail through the implementation process and to allow flexibility for development to balance market needs along with County development and open space goals. The vision and goals for this district are:

Vision:

The North Tract area will be transformed into a distinctive showplace of environmentally sound redevelopment, with a central expanse of attractive public green spaces and high-quality indoor and outdoor recreation facilities that are accessible to all Arlingtonians, conveniently linked with nearby urban corridors and the Potomac riverscape, and coupled with complementary private redevelopment.

Goals:

1. To redevelop this longtime industrial area into a green urban oasis that will be a model of effective environmental reclamation and community-oriented reuse.
2. To establish and maintain a great urban park with appealing spaces, facilities, and natural and manmade features in an integrated design that offers opportunities for sport, recreation and relaxation for people of diverse ages, interests and skills.
3. To provide convenient multi-modal access to and within the area, with emphasis on efficient mass transit and safe passageways for pedestrians and bicyclists.
4. To recognize the site's location and exploit its potential as a gateway between Arlington and the nation's capital, as a greenway near the historic Potomac shore, and as a gathering place for the community.
5. To forge creative partnerships with private entities, non-profit organizations, and other public agencies to complement direct County investments in the park and help to achieve, in cost-effective ways, the planned community facilities and the compatible, high-quality redevelopment of adjacent privately-owned sites.

Potomac Yard Phased-Development Site Plan

The Potomac Yard Phased-Development Site Plan (PDSP) was approved by the County Board in 2000. Coordinated efforts were made to increase development capacity in the South Tract (generally bounded by the Airport Viaduct, George Washington Parkway, Crystal Drive, Jefferson Davis Highway, and Four Mile Run) and to create opportunities for open space and recreational uses in the North Tract (generally bounded by Old Jefferson Highway [renamed Long Bridge Drive effective April 1, 2012], 6th Street South, and the waterfowl sanctuary). The striped land use pattern for Potomac Yard indicates "Low" Office-Apartment-Hotel uses on two-thirds of the site and "Medium" Residential uses on the remaining one-third. The site is divided into six land bay areas which will be developed in phases. Final Site Plans have been approved for all six land bays for a total of approximately 4.4 million square feet of office, retail, residential, and hotel development. It is anticipated that full build-out of the PDSP will take approximately 15 to 20 years.

COLUMBIA PIKE CORRIDOR



To stem the tide of minimal investment and/or disinvestment in the Columbia Pike Corridor, the County Board, on April 7, 1990, adopted the Columbia Pike 2000: A Revitalization Plan. The plan gave special emphasis to the “Special Revitalization District” which was designated by the County Board on November 15, 1986. The purpose of this plan was to convey a vision of what Columbia Pike can be and how that vision can be achieved. Building on the Columbia Pike 2000 Plan, the County Board, in January, 1998, announced the creation of the Columbia Pike Initiative. The goal of the Initiative was to build a safe, cleaner, more competitive and vibrant Columbia Pike community. Through the course of numerous meetings with the community in 2000 and 2001, a new long range vision and plan was adopted in March 2002 (Columbia Pike Initiative: A Revitalization Plan) that focused on economic development and commercial revitalization, land use and zoning, urban design, transportation, open space and recreational needs. This vision revisits and celebrates the more traditional “Main Street” environment. The end result being an improved, enhanced, and walkable “Main Street” for Arlington County through preservation, revitalization, and new development, where people can live, work, and play. The elements that can be expected to develop along the Pike include:

- Mixed-use development districts (retail, office, residential, cultural);
- Street frontage at a pedestrian scale with articulated ground-floor retail;
- Buildings oriented to Columbia Pike;

- Placement of buildings at the back of sidewalks;
- Buildings built close together forming a continuous “street wall” characteristic of an urban environment;
- Parking located underground or to the rear of buildings;
- Appropriate transitions to residential neighborhoods;
- Enhanced public and pedestrian transportation;
- Enhanced streetscape.

Based on recommendations from this plan, in December 2002, the “Columbia Pike Special Revitalization District” was expanded. In February 2003, the “Columbia Pike Special Revitalization District Form Based Code” was adopted by the County Board. The process to develop the Form Based Code resulted in a refined concept and vision for the Corridor. The Form Based Code regulates land development, setting careful and clear controls on building form, with broad parameters on building use, to shape clear public space. The Form Based Code sets simple and clear graphic prescriptions and parameters for height, siting, and building elements.

At the time of the Form Based Code adoption, the County Board also established the Columbia Pike Street Space Planning Task Force to consider and develop recommendations for issues such as width, design and use of the street space along the entire length of Columbia Pike. In February 2004, the County Board accepted the Columbia Pike Street Space Planning Task Force Report. and subsequently adopted various Master Transportation Plan amendments recommended in the report which included street cross sections intended to remake the corridor into a Main Street geared to pedestrians, bicyclists and transit riders, as well as motorists.

In the fall of 2004, County staff began work on the Columbia Pike Initiative – A Revitalization Plan, Update 2005, which provided a refined and updated set of goals and implementation strategies. It represented the most current overall framework for the revitalization of Columbia Pike and reconciled the vision for the Pike expressed in earlier planning documents with the specific design recommendations articulated in the Form Based Code. In addition, it provided updates on policy and implementation initiatives recommended in the original plan.

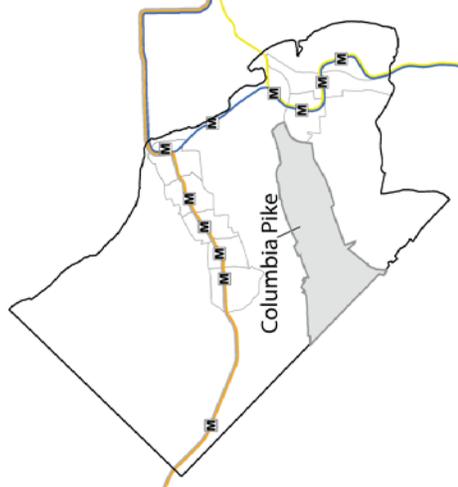
In the spring of 2009, as a follow-up recommendation in the Columbia Pike Initiative – A Revitalization Plan, Update 2005, the second major phase of planning along the Pike to study the multi-family residential areas was initiated. This effort would seek to enhance the quality of life along the corridor by improving exist-

ing housing and expanding housing options as expressed through an update to the revitalization plan. The update would emphasize implementation tools and development strategies to achieve the vision for the residential areas including the preservation of affordable housing, promoting existing policies stated earlier for the commercial nodes such as creating walkable streets, and supporting the future streetcar. The streetcar line is planned for Columbia Pike and Crystal City, with both lines eventually converging in Pentagon City. This study will culminate into the Columbia Pike Neighborhoods Plan and is anticipated for adoption in 2012.

Columbia Pike Special Revitalization District

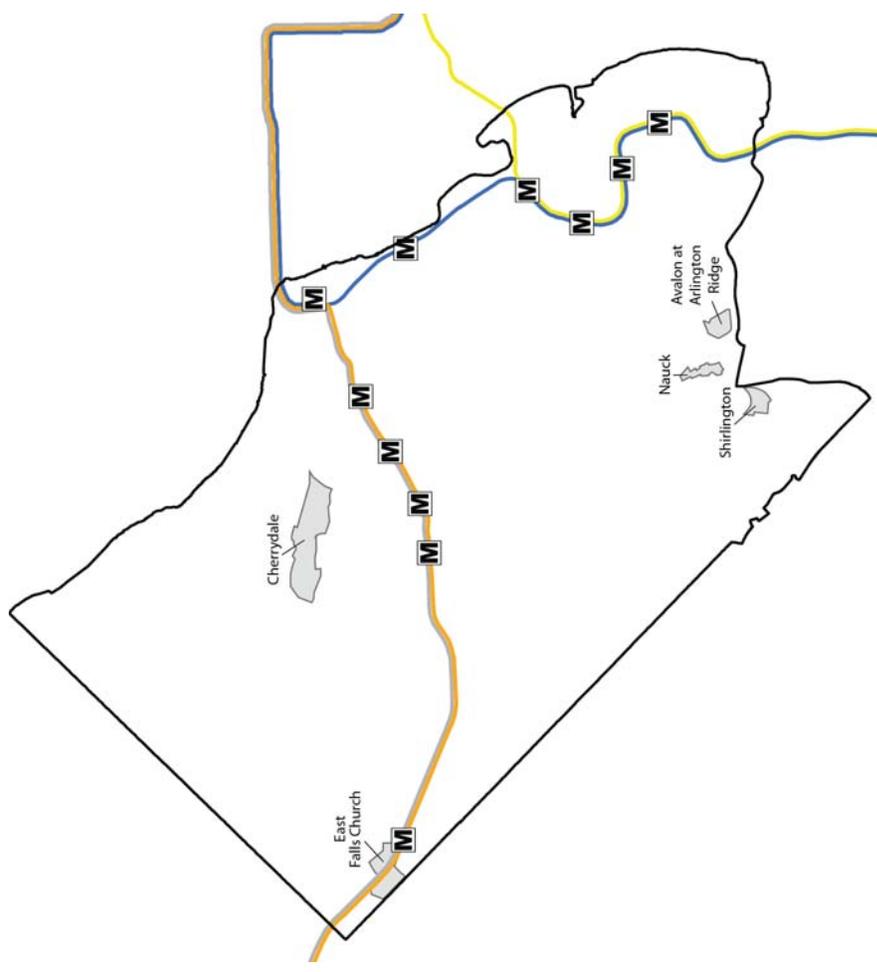
On November 15, 1986, the County Board established a "Special Revitalization District" for the Columbia Pike commercial corridor. After a comprehensive public planning process in 2000-2002, the boundaries of the District were modified on December 17, 2002 to stimulate reinvestment in businesses and buildings in several planning areas along the Pike. The objectives of this district include:

- Preserving neighborhood and destination retail elements of the Columbia Pike commercial corridor while encouraging and guiding needed modernization and redevelopment;
- Stimulating investment to ensure Columbia Pike's continued existence as a neighborhood retail shopping area as well as a community resource that contributes to the economic base of Arlington County;
- Enhancing the quality of life in existing apartment and single-family neighborhoods by improving community facilities and services;
- Establishing a sense of place and a positive image that will make Columbia Pike a better place to live, work and shop;
- Providing appropriate transitions between residential and commercial areas that strengthen the image and amenities of both areas;
- Coordinating public and private resources to use available manpower and capital in the most efficient and effective manner possible.



Other Planning Areas

Outside of the Major Planning Corridors previously discussed, the County has five additional areas where the County Board has adopted specific land use policies and plans or other mechanisms to help guide future development.

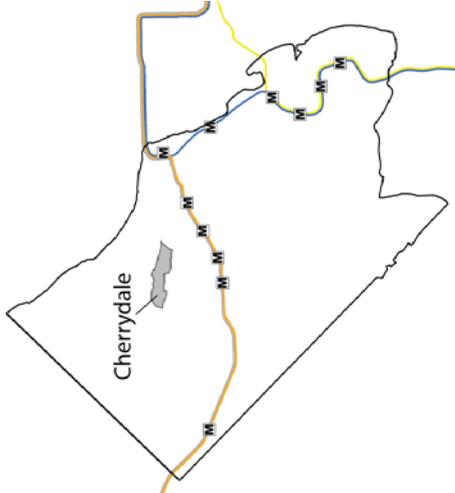


CHERRYDALE

Lee Highway/Cherrydale Special Revitalization District

On April 1, 1995, the County Board established a "Special Revitalization District" for the Cherrydale commercial area along Lee Highway. The overall goal is to revitalize the commercial area's image and encourage the continuation of existing businesses in a manner that is compatible with the overall character of the surrounding residential neighborhoods. The following revitalization goals were adopted by the County Board as part of the Lee Highway/Cherrydale Revitalization Plan, adopted on June 6, 1994:

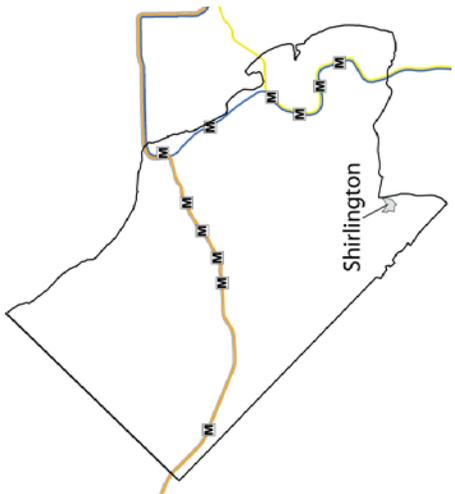
- To preserve the neighborhood retail character and vitality of the Lee Highway/Cherrydale commercial corridor by retaining existing businesses, and by implementing traffic improvements;
- To establish a sense of place and positive image for the Lee Highway/Cherrydale area by preserving buildings which contribute significantly to the character of Cherrydale, by preserving existing landscaped medians and by providing a better streetscape which would bring about visual and functional cohesiveness between both sides of Lee Highway;
- To preserve the integrity of residential neighborhoods by not allowing expansion of commercial uses into residential areas and by visually and functionally improving transitions between both uses;
- To provide for a pleasant, safe and diverse pedestrian experience by visually and physically connecting activities throughout Cherrydale and facilitating pedestrian flow between the north and south sides of Lee Highway;
- To provide for a safe and efficient flow of vehicular traffic to and from the Cherrydale commercial area on major thoroughfares that are well-designed and landscaped, and that promote safe pedestrian movement; and
- To encourage and facilitate the use of public transportation by providing adequate, safe and attractive pedestrian facilities.



SHIRLINGTON

Shirlington Phased-Development Site Plan

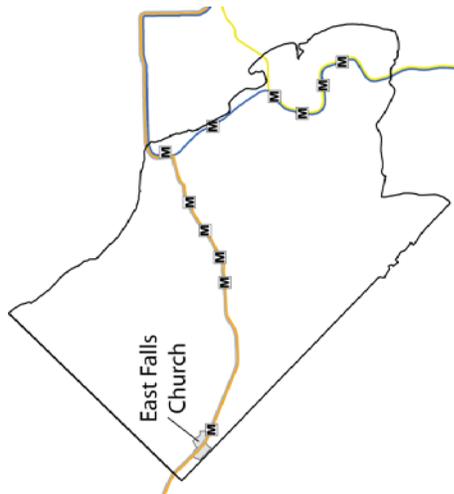
On December 4, 1984, the County Board amended a Phased-Development Site Plan (PDSP) for the area near I-395 and Shirlington Road. This included the Shirlington shopping center, an older retail development. The revised plan, and subsequent amendments in 1997, 2000, 2001, and 2003, outlined a mixed-use destination center with office space, retail space, hotel, housing, and additional land area. The PDSP includes an urban design manual and when fully built out will contain approximately 282,566 square feet of retail space, 585,111 square feet of office space, 150 hotel rooms, and 1,049 housing units.



EAST FALLS CHURCH

East Falls Church Neighborhood Center District

On April 16, 2011 the County Board adopted the East Falls Church Area Plan and designated this area as the "East Falls Church Neighborhood Center District". The purpose of the district is to establish a cohesive center for the neighborhood with private development and public improvements occurring in furtherance of the Vision and Major Goals established in the East Falls Church Area Plan. Development within the district will be in conformance with the redevelopment and design goals of the East Falls Church Area Plan, which calls for mid-rise (generally 4-9 stories), mixed-use residential, office and/or hotel development with neighborhood-serving retail; inviting public spaces; enhanced streetscape to promote pedestrian activity and safety; and transportation improvements to mitigate traffic impacts.



Vision:

The vision for East Falls Church is to create an inviting, walkable Neighborhood Center that will serve as an economic and social hub where people can live, work and shop near transit and to preserve and protect the nearby existing single-family residential areas. The neighborhood center will have a mixture of uses that will be within easy reach of people living and working nearby in the surrounding community.

New development located along Lee Highway and at the East Falls Church Metro Station will include public spaces and neighborhood-serving retail to provide opportunities for commercial and social interaction. Streetscapes in the area will become more attractive and safe, promoting pedestrian activity, with the addition of trees, wider pedestrian zones, and where possible, on-street parking and bicycle facilities.

In the future, East Falls Church will be an area that retains its residential character, better balances automobile traffic with all alternate modes (transit, bicycle, pedestrian), and provides opportunities for transit-oriented development that enhance and complement the surrounding community. Development within the Neighborhood Center is envisioned to occur within three nodes: the Transit Mixed-Use Area, the Neighborhood Transition Area, and the Gateway Mixed-Use Area.

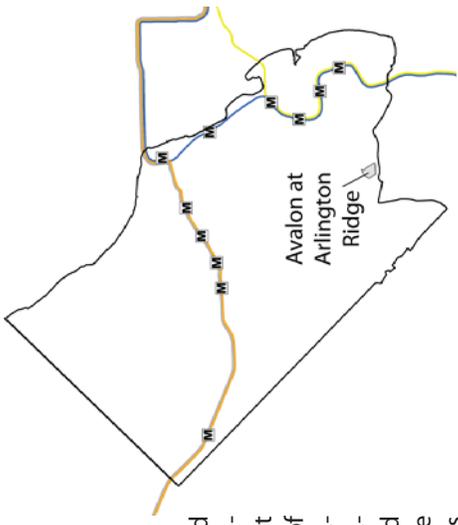
Major Goals:

- Preserve adjacent single-family neighborhoods;
- Ensure that new buildings are compatible and transition appropriately to adjacent single-family neighborhoods;
- Provide a balance among residential, office, retail and hotel uses within the new Neighborhood Center for East Falls Church;
- Ensure that, with new development, the needs of low- to moderate-income families are met through a variety of measures, including the provision of on-site affordable units and a mix of housing options;
- Incorporate sustainable and green building principles and quality architectural design in the development of new buildings and open spaces;
- Mitigate potential traffic impacts and expand travel choice;
- Enhance transit access and facilities to meet the future needs of East Falls Church;
- Improve bicycle and pedestrian connections in and through the area.

AVALON AT ARLINGTON RIDGE

Coordinated Multiple-Family Conservation and Development District

On October 10, 1992 the County Board established the "Coordinated Multiple-Family Conservation and Development District" (CMFCDD). The overall goal of the CMFCDD was to promote the preservation and/or development of housing affordable to persons with low and moderate incomes (as defined in the Housing Policy Plan). The intent of this district was to encourage the revitalization and/or redevelopment of multiple-family complexes by providing property owners with the opportunity to request modifications of regulations by site plan approval for properties zoned "RA8-18," "RA14-26," and/or "RA6-15," Apartment Dwelling Districts, and designated "Low-Medium" and/or "Medium" Residential on the General Land Use Plan.



In January 1999, Avalon at Arlington Ridge was designated as a CMFCDD. In 2001, the County Board approved Zoning Ordinance amendments for a variety of zoning districts, including the ones listed above, to facilitate the preservation and/or the development of affordable housing. These Zoning Ordinance amendments eliminated the need for any future CMFCDD designations on the General Land Use Plan.

NAUCK

Nauck Village Center Special Revitalization District

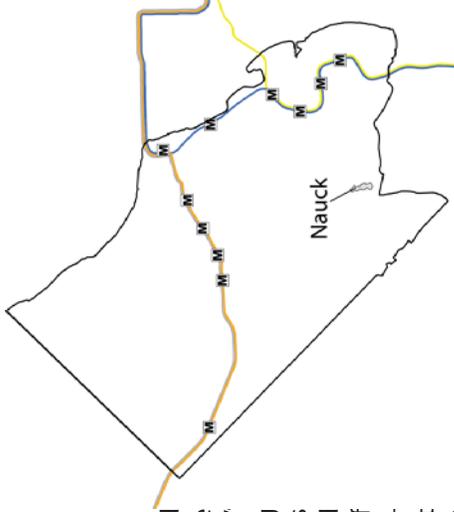
On July 10, 2004, the County Board established the "Nauck Village Center Special Revitalization District" for the Nauck commercial area along Shirlington Road. The overall goal is to revitalize the commercial area and to encourage a balanced range of housing, recreation, employment, community services, retail and entertainment opportunities to present and future

Nauck neighborhood residents and businesses while also serving, on a more limited basis, a larger regional audience. The Nauck Village Center Action Plan, adopted July 10, 2004 by the County Board, shall be used as a guide for any future development in this area. Through a series of workshops and planning charrettes, residents of the Nauck community developed and approved the following ten Vision and Goal statements:

- Create an entryway/gateway site at the Glebe Road/Shirlington Road intersection North;
- Install traffic calming devices (nubs, speed tables) at northern entry gateway and on Shirlington Road just north of 24th Road South;
- Create a neighborhood business center at the four corners location to include retail and service oriented commercial uses;
- Ensure adequate parking;
- Develop Shirlington Road south from the Town Square east side frontage of Shirlington Road as higher density housing, mixed-use, retail, commercial and housing (4-5 stories north of 25th Street South and 5-8 stories at the south end with setbacks above 6 or 7 floors to match heights on west side of street) and increasing density and heights eastwards towards I-395;
- Create pedestrian-friendly, tree-lined streets throughout the study area with boulevard and wide sidewalks south of Town Square. Block faces around Town Square are to include wide sidewalks, trees, and appropriate street furniture;
- Develop Shirlington Road south from the Town Square west side of Shirlington Road as higher density housing with some ground level retail; building heights

4-5 stories in block of 25th Street South to 5-8 stories at south end (setbacks above 6th floor);

- Create a Town Square and community focal point, by assembling for public use the land bounded by Shirlington Road, South Kenmore Street, 24th Road and 24th Street;
- Explore possibilities for a public use facility at the Town Square;
- Develop Shirlington Road north from the Town Square as low scale residential (2-4 stories) with limited neighborhood based retail or live/work.



SPECIAL PLANNING RESOLUTIONS AND POLICIES

Where special conditions or circumstances exist, the County Board may adopt resolutions and policies to help guide land use planning in Arlington. These resolutions and policies are briefly described below. The full text of each is included in Appendix 1.

Resolution of Concern Regarding Building Heights Related to the National Capital Mall Axis: Adopted May 18, 1982, to address concerns of the National Capital Planning Commission over the height of structures in the area defined as the Mall Axis, including portions of the Rosslyn, Courthouse, Clarendon and Virginia Square Metro Station Areas.

Resolution on Neighborhood Consolidations for Sale to Developers: Adopted September 21, 1985, in response to increasing interest among homeowners in certain neighborhoods in consolidating their properties for sale to developers.

Policy for Grocery Stores: Adopted October 5, 1985, to support the retention and expansion of existing grocery stores and encourage the construction of new grocery facilities where feasible.

Open Space Policy: Adopted September 26, 1992, to preserve, enhance and expand existing open space assets, and protect important threatened natural and historic resources.

Resolution Governing Building Heights in Rosslyn: Adopted September 17, 2002, to further articulate the recommendations of the General Land Use Plan and the Rosslyn Station Area Plan for the greatest building heights to be focused closest to the Metro Station with building heights tapering down to locations farther away from the Metro Station.

Resolution on Urban Design Principles for Rosslyn Central Place: Adopted May 5, 2007, to reinforce the previous Rosslyn building heights resolution and to further articulate urban design principles for the Rosslyn Coordinated Redevelopment District and for height above 300 feet within Rosslyn Central Place.

Policy Regarding Consideration of General Land Use Plan Amendments Unanticipated by Previous Planning Efforts: Adopted June 17, 2008, to provide additional County Board guidance for how GLUP amendment requests are to be reviewed for sites not identified in a County Board adopted planning study. The Policy calls for additional community review of the requested land use change, and/or issues pertinent thereto, prior to advertisement of public hearings on the requested change.

Resolution to Certify Compliance with Urban Development Area Requirements: Adopted December 12, 2009 and revised [Date of Adoption], to certify that the General Land Use Plan accommodates growth in a manner consistent with the requirements set forth in Virginia State Code § 15.2-2223.1.

Historic Resources Inventory (HRI): Phase 1 - List and Goals and Policy Objectives: Adopted July 9, 2011 (List) and October 18, 2011 (Goals and Policy Objectives), to encourage and promote the preservation and rehabilitation of historic commercial and multi-family residential buildings featured in the HRI list (more detailed information is available from the Arlington County Historic Preservation Program).

SPECIAL PLANNING PROGRAMS

Several Planning Programs, listed below, support Arlington's development goals and land use policy. More detailed information is available from the Arlington County Department of Community Planning, Housing and Development.

Neighborhood Conservation Program

The Neighborhood Conservation Program was established in 1964 to conserve and improve Arlington's residential areas through public and private cooperation and to encourage neighborhood participation in the planning process. The program enables organized citizen groups, with support from County staff, to initiate, prepare, develop and implement a Neighborhood Conservation Plan. These plans generally address issues of neighborhood land use and zoning, traffic management, capital improvements, parks and community facilities, and recommend actions and policies to improve conditions. Once accepted by the County Board, these plans serve as guides to the Board and staff when considering proposals for General Land Use Plan amendments, rezoning applications, site plans, use permits, variances and capital improvements within the neighborhoods' boundaries.

This program is overseen by the Neighborhood Conservation Advisory Committee (NCAC), a County Board advisory group composed of representatives selected by neighborhood organizations. The NCAC reviews conservation plans, makes recommendations on allocating funds to improvement projects and promotes neighborhood conservation. Under this process, a neighborhood organization first submits a "Letter of Commitment" to develop a plan, then prepares a plan with staff assistance, and submits the plan to the NCAC for review. Following acceptance by the NCAC, the plan is presented at public hearings before the Planning Commission and the County Board. Currently, approximately 49 neighborhoods have joined the program and 46 have plans accepted by the County Board. Neighborhoods with accepted plans can submit capital project funding requests twice a year.

Commercial Revitalization Program

The purpose of the Commercial Revitalization Program is to provide for targeted commercial revitalization within (1) major commercial areas throughout Arlington and (2) smaller commercial areas within Arlington neighborhoods. The development of a strategic geographical focus serves to maximize the County's capital investments

and enhance the County's image. It incorporates the previous County programs of Streetscape, Utility Undergrounding, and Apartment and Business Conservation.

Community Development Block Grant (CDBG) Program

The Community Development Block Grant (CDBG) Program provides federal funding for a wide range of housing and neighborhood improvements that principally benefit low- and moderate-income persons. The CDBG funds are used to support the Neighborhood Strategy Area Program that concentrates planning, housing improvements, code enforcement, social services and economic development activities in eligible low- and moderate-income neighborhoods or block groups. These areas are designated by the County Board as part of the County's Consolidated Plan.

Cooperative Forecasting Program

The Cooperative Forecasting Program develops, every three to five years, long-range forecasts of population, households and employment for Arlington County as part of a regional process coordinated by the Metropolitan Washington Council of Governments. The Department of Community Planning, Housing and Development coordinates the review of existing and potential development for each round (series) of forecasts, and develops forecasts based on development capacity and an analysis of demographic, construction, and employment trends.

The most recent series of forecasts, Round 8.0, was completed in October 2009. Arlington's forecasts are based on and are consistent with adopted land use and transportation policies. The General Land Use Plan, the Master Transportation Plan, the Zoning Map, sector plans, and other adopted planning studies together form the foundation for residential and office/commercial development capacity figures, one of the key elements of the long-range forecasts.

Historic Preservation Program

The Historic Preservation Program is responsible for developing strategies for and responses to the County's historic preservation issues while offering preservation guidance through its participation in Site Plan Review, the development of Sector Plans and other special planning projects. Its programs and projects provide valuable historical and preservation-related information via the identification and recoding of historic resources and through the research undertaken for nominations to the National Register of Historic Places, local historic district designations, and historic markers.

IMPLEMENTATION

The planning documents and processes described below are used to implement the General Land Use Plan and County goals.

Zoning Ordinance and Map

The Zoning Ordinance defines legal rights and constraints regarding land use. The Ordinance regulates use; size and coverage of lots; height, bulk and siting of buildings; parking requirements; and density of development for each parcel of land.

The Zoning Ordinance consists of a text and a map and classifies all land according to various districts. Each district permits a certain type and level of development “by right.” Beyond this, certain districts provide public review processes for special exception by site plan or use permit, that allow for greater flexibility in use, density and form of development.

A rezoning request must be filed with the Zoning Administrator, pursuant to Section 36 in the Zoning Ordinance, in advance of the County Board hearing to allow for proper legal advertising and administrative and public review. Action on rezoning requests is generally taken at regularly scheduled public hearings of the County Board. If a proposed rezoning is inconsistent with the General Land Use Plan designation on the site, the applicant is also required to request an amendment to the General Land Use Plan.

SPECIAL EXCEPTION PROCESSES

Use Permit Process

The County’s Zoning Ordinance distinguishes between uses permitted “by right” and uses allowed by “special exception.” The use permit is one form of special exception. Land and building uses allowable by use permit are generally those which are necessary in some types of districts, but which may have undesirable impacts if proper safeguards are not imposed. The use permit offers a process for considering and approving such uses, subject to special conditions particular to the character of the use. These conditions assure that the use conforms with all requirements.

A public hearing before the County Board is required for all use permits and in some instances the Planning Commission. The Planning Commission may also hold a public

hearing if the Zoning Administrator determines that the proposed use has sufficient impact. Every use permit application must be filed in writing with the Zoning Administrator, pursuant to Section 36 of the Zoning Ordinance to allow for proper administrative and public review of the project.

Site Plan Process

A number of zoning categories permit development by site plan, a form of special exception under the Zoning Ordinance. The site plan review process provides for public review of such projects and permits the County Board to vary the uses, heights, setbacks, densities and regulations of a zoning district for a specific project to meet County goals, policies and plans, and to comport with good zoning practice generally. This may include (but is not limited to): preservation or provision of public open space, preservation or provision of affordable housing, preservation of historic structures, provision of improved infrastructure, preservation or provision of public cultural resources, preservation or provision of community facilities, promotion of sustainable development goals and provision of quality design. The majority of site plan review proposals are for hotel, residential, office, and mixed-use development in certain high-density zoning districts. It is recognized that development at increased density levels has an increased impact on the community. Therefore, development at the higher end of the density range on the General Land Use Plan may not necessarily represent the vision for a specific location or may not be desirable under all circumstances. However, when the impacts of increased density are mitigated in a manner consistent with County goals, policies and plans, and good zoning practice, increased density may be permitted. Determination as to the appropriate mixtures of uses and densities shall be made on a case by case basis based on the General Land Use Plan designation, County goals, policies and plans for the area, characteristics of individual sites and the degree to which the impacts of a specific project have been sufficiently mitigated.

Every site plan application must be filed in writing with the Zoning Administrator, pursuant to Section 36 of the Zoning Ordinance and Administrative Regulation 4.1, to allow for proper administrative and public review of the project. The review process is coordinated through the Site Plan Review Committee (SPRC), a committee of the Planning Commission. The SPRC provides a forum in which the applicant, the community, and County staff can review, discuss, and comment on site plans and most major site plan amendments. The SPRC advises the Planning Commission on the outstanding issues with regard to a specific plan and any conditions which it might determine to be necessary or appropriate to address those issues. The Planning Commission holds

a public hearing on the proposed site plan application and forwards a formal recommendation to the County Board. The County Board takes final action on all site plans after a public hearing.

For sites larger than 20 acres, the County Board may approve a Phased-Development Site Plan (PDSP), a general plan defining uses, densities, heights, parking, transportation facilities, utilities and community facilities. The developer is required to submit a final site plan showing precise building locations and all other development details for public review and County Board approval prior to construction.

In addition to the Affordable Housing Goals and Targets (revised in March 2011) which establish a long-term vision and articulate ideal parameters for affordable housing, the County Board (in December 2005) approved amendments to the County Zoning Ordinance that are used in the approval process of site plan projects to increase the supply of affordable housing and to streamline the process.

HISTORIC PRESERVATION DISTRICTS

Under Section 31A of the Zoning Ordinance, the County Board may establish historic districts to identify and protect those sites, buildings, structures and areas that exemplify the heritage and character of Arlington County. Historic districts are shown as an overlay on the zoning map; establishment of a district does not affect the existing zoning or General Land Use Plan designation.

Before an historic district is established, the Historical Affairs and Landmark Review Board (HALRB), a County Board-appointed Architectural Review Board, conducts studies to evaluate a property's historical significance and determines whether the property meets two of the eleven historic designation criteria set forth in the Zoning Ordinance. The Review Board will also create historic district design guidelines as part of its recommendation to the County Board. If the Review Board recommends designation of an historic district, it will forward its recommendation to the County Board. The County Board subsequently holds a public hearing in accordance with the standard rezoning request procedure and decides whether the property merits historic designation.

Subdivision Ordinance

The Subdivision Ordinance provides for the orderly subdivision of land for the purpose of sale, exchange or conveyance between property owners, and establishes procedures, fees and standards for the subdivision of land in Arlington County. The Ordinance serves to coordinate streets within subdivisions and the conformance of streets with the County's master and other transportation plans. The Ordinance provides standards for public streets, sidewalks, bicycle trails, water mains, storm drainage facilities, sanitary sewers, and street lighting facilities to serve newly-subdivided properties. The Ordinance is also used to establish property boundaries and minimize the creation of parcels or outlots that lack access or adequate public facilities.

Capital Improvement Program

The Capital Improvement Program (CIP) is the primary planning document for scheduling capital projects, including park and recreation facilities; transportation, community conservation, government facilities, utilities and schools. The CIP, which is updated bi-annually, details the capital projects recommended for funding in each fiscal year. Funding sources include the County's pay-as-you-go capital budget and general obligation bonds. Bond referenda must be approved by Arlington's voters. Following distribution of a proposed CIP, a series of public meetings and a public hearing are held between April and June of each fiscal year. The final CIP is adopted by the County Board.

REVIEWING THE COMPREHENSIVE PLAN AND AMENDING THE GENERAL LAND USE PLAN

By state statute, each governing body of the Commonwealth must review the adopted Comprehensive Plan at least once every five years. In Arlington, the Comprehensive Plan elements are reviewed and amended on a continuing basis, as needed. In addition, every five years the Planning Commission and the County Board receive a summary of the reviews and amendments to the Comprehensive Plan over this period of time. This five-year review of the Comprehensive Plan also gives the County Board an opportunity to determine whether any element of the Plan should be considered for review or amendment over the next five-year period. The most recent Five-Year Review summarizes amendments to the Comprehensive Plan approved by the County Board between July 1, 2005 to June 30, 2010 with an update covering July 1, 2010 to June 30, 2011.

The General Land Use Plan may be amended through two processes: 1) as part of a long-range planning process for a designated area or 2) as a result of an individual request for a specific change. The first process includes detailed land use studies which may be undertaken for designated areas of the County at the County Board's directive where conditions warrant a comprehensive framework of policies for community improvement through redevelopment, revitalization or conservation. Alternative land use policies are developed for the area by the Planning staff in cooperation with other County agencies, the Planning Commission, County Board appointed commissions and task forces, neighborhood and civic organizations and the business community. The Planning Commission and the County Board hold public hearings on the various proposals and adopt a series of recommendations for future development that may include extensive changes to the General Land Use Plan. This process was used to develop the Sector Plans for each of the Metro Station Areas in the Rosslyn-Ballston and Jefferson Davis Metro Corridors. A similar process is used in developing plans for Neighborhood Conservation Areas or any other large area of the County requiring comprehensive study.

The second process includes an individual request for a change (amendment) to the General Land Use Plan by writing a letter to the Chairman of the County Board identifying the specific area and the General Land Use Plan designation being requested. Upon receipt of such a request, staff will review it and determine whether the "Policy for Consideration of General Land Use Plan Amendments Unanticipated by Previous Planning Efforts" applies. If the GLUP amendment policy does not apply, a "Request

to Advertise" report will be prepared by staff for consideration by the Planning Commission and County Board. If the policy applies, then staff will work with the Planning Commission to develop a special process and meeting schedule to study the site and/or issues related to the requested GLUP amendment. Depending on the GLUP amendment being requested, the scope of the study process could range from a few meetings organized under the auspices of the Planning Commission to review staff analysis, to a more extensive process where a plan with recommendations is developed. At the conclusion of the public review process, staff will prepare a "Request to Advertise" report, which includes the results of the study, for consideration by the Planning Commission and County Board. If the County Board decides to authorize advertisement of the proposed GLUP amendment, public hearing dates for the Planning Commission and the County Board will be set and publicly advertised. At the public hearings, which will be set on dates concurrent with hearings for the site plan project, the Planning Commission receives a recommendation from the County Manager and hears public testimony. The Commission makes a recommendation to the County Board regarding the requested amendment. The County Board at its meeting also receives the County Manager's report, hears public testimony, and makes the final decision.

RELATED PUBLICATIONS AND DOCUMENTS

Most of these reports listed below are available in the County's libraries or from the agencies responsible for their production. Information on the development process, demographics and other general materials on Arlington County is available from the Department of Community Planning, Housing and Development. The documents are all designed for and should be used by diverse stakeholders such as citizens, developers, staff and public officials in considering the future development of the County.

Comprehensive Plan

The Code of Virginia requires all governing bodies in the Commonwealth to have an adopted Comprehensive Plan. The Comprehensive Plan was established in order that Arlington County may remain a safe, healthy, convenient and prosperous community and an attractive place in which to live, work and play, with stable or expanding values and potentialities for growth and continued economic health. The purpose of the Comprehensive Plan is to guide the coordinated and harmonious development of Arlington County through the provision of high standards of public services and facilities. Arlington's Comprehensive Plan includes the following adopted elements by the County Board:

- Chesapeake Bay Preservation Ordinance and Plan
- General Land Use Plan
- Historic Preservation Master Plan
- Master Transportation Plan (including eight subelements: Goals & Policies, Map, Bicycle, Pedestrian, Transportation Demand & System Management, Transit, Parking & Curbspace Management and Streets elements)
- Public Spaces Master Plan (including three subelements: Urban Forest Master Plan, Public Art Master Plan and Natural Resource Management Plan)
- Recycling Program Implementation Plan
- Sanitary Sewer System Master Plan
- Storm Water Master Plan
- Water Distribution System Master Plan

Supporting Documents to the Comprehensive Plan

The following documents and reports contain additional information relating to land use goals and planning policies in Arlington and provide support to the overall goals and objectives identified in the Comprehensive Plan.

SECTOR, AREA AND REVITALIZATION PLANS

Sector, Area, and Revitalization Plans are guiding documents, developed through a community process and adopted by the County Board, that generally provide a refined vision for future development, details numerous proposals for the improvement of streets and public spaces, includes urban design guidelines, and offers direction regarding private sector development at various levels of detail. Sector Plans and Area Plans are similar. However, the term "Sector Plan" has typically been reserved for the primary planning document that provides guidance for a Metro Station Area that is part of a larger planning area such as the Rosslyn-Ballston Metro Corridor and the Jefferson Davis Metro Corridor. Revitalization Plans typically emphasize the economic revitalization needs of an area and provides specific recommendations on economic and incentive tools for implementation.

Sector Plans

- Rosslyn Station Area Plan Addendum (1992)
- Courthouse Sector Plan Addendum (1990)
- Clarendon Sector Plan (2006)
- Virginia Square Sector Plan and Site Specific Guidelines (2002)
- Ballston Sector Plan (1980)
- Crystal City Sector Plan (2010)

Area Plans

- East Clarendon: Special Coordinated Mixed-Use District Plan (1994)
- East Falls Church Area Plan (2011)
- Fort Myer Heights North Plan (2008)
- North Quincy Street Plan (1995)
- Rosslyn to Courthouse Urban Design Study (2003)
- North Tract Plan Area Study (2004)

Revitalization Plans

- Columbia Pike Initiative - A Revitalization Plan, Update 2005 (2005)
- Lee Highway/Cherrydale Revitalization Plan (1994)
- Nauck Village Center Action Plan (2004)

NEIGHBORHOOD CONSERVATION PLANS

With support from County staff, Neighborhood Conservation Plans are prepared and developed by organized citizen groups. These plans generally address issues of neighborhood land use and zoning, traffic management, capital improvements, parks and community facilities, and recommend actions and policies to improve conditions. Once accepted by the County Board, these plans serve as guides to the Board and staff when considering proposals for General Land Use Plan amendments, rezoning applications, site plans, use permits, variances and capital improvements.

- Alcova Heights (1999)
- Arlington-East Falls Church (1986)
- Arlington Forest (1991)
- Arlington Heights (2008)
- Arlington Ridge (1973)
- Arlington View (1964)
- Ashton Heights (2000)
- Aurora Highlands (2008)
- Ballston-Virginia Square (1984)
- Barcroft (2008)
- Bellevue Forest (2004)
- Bluemont (1999)
- Boulevard Manor (2009)
- Buckingham (2006)
- Cherrydale (2005)
- Claremont (1990)
- Clarendon-Courthouse (2007)
- Columbia Forest (2004)
- Columbia Heights (2000)
- Columbia Heights West (2000)
- Dominion Hills (2004)
- Donaldson Run (2000)
- Douglas Park (1998)

- Fairlington-Shirlington (1987)
- Foxcroft Heights (2009)
- Glencarlyn (1978)
- High View Park (1994)
- Highland Park-Overlee Knolls (2006)
- Leeway (2010)
- Lyon Park (1973)
- Lyon Village (1978)
- Madison Manor (2000)
- Maywood (1965)
- Nauck (1998)
- Old Dominion (2002)
- Old Glebe (2004)
- Penrose (2004)
- Radnor/Fort Myer Heights (2007)
- Rock Spring (2009)
- Tara-Leeway Heights (2005)
- Waverly Hills (1999)
- Waycroft-Woodlawn (1999)
- Westover Village (1991)
- Williamsburg (2000)
- Woodmont (1993)
- Yorktown (2006)

OTHER PLANNING DOCUMENTS

Below is a list of other supporting planning documents to the Comprehensive Plan that includes special studies, information tracking reports, compliance updates, and other types of special reports.

- 7-year Consolidated Plan and Annual Action Plan
- Capital Improvement Program
- Arlington County Profile (March 2011)
- Quarterly and Annual Development Tracking Reports (August 2011 and March 2011, respectively)
- Development in the Metro Corridors (September 2011)
- Five-Year Review of Arlington County's Comprehensive Plan
- 2010 Census Highlights Report (September 2011)

- Metro Station 2010 Census Profiles (August 2011)
- Planning Information Reports (PIR) on Cooperative Forecasts of Population, Households and Employment Reports (December 2010)
- Sector Plan Summaries (Ballston in 1991 and Courthouse in 2000)
- Industrial Land Use and Zoning Study (2000)
- Metropolitan Park Design Guidelines (2004)
- Pentagon Centre Site Guiding Principles (2008)
- Pentagon City Master Development Plan (1976)
- Pentagon City Planning Task Force Report (1997)
- PotomacYard Design Guidelines (2000)
- 2005-2009 American Community Survey Reports (February-July 2011)
- Threshold of Opportunity: Rosslyn-Ballston Corridor Mid-Course Review (1989)
- Rosslyn-Ballston Corridor Retail Action Plan (2001)
- Rosslyn-Ballston Streetscape Standards (2003; updated 2007)
- Shirlington Design Book (2000)
- Historic Resources Inventory (HRI) Phase 1 - List and Goals and Policy Objectives (2011)

REGULATORY DOCUMENTS

Below is a list of documents used to implement the policies set forth in the Comprehensive Plan and its supporting plans and policies.

- Subdivision Ordinance
- Zoning Ordinance and Map

HISTORICAL DOCUMENTS

The following list of planning documents has been superseded by more recent versions of policies and guidelines for respective parts of the County and is listed here for historical context and information.

- Clarendon Sector Plan (1984)
- Clarendon Sector Plan Addendum (1990)
- Courthouse Sector Plan (1981)
- Rosslyn-Transit Station Area Study (1977)
- Virginia Square Sector Plan (1983)
- The Rosslyn-Ballston Corridor: Early Visions (1989)
- The Rosslyn-Ballston Corridor: Mid-Course Review (1989)

APPENDIX 1: SPECIAL PLANNING RESOLUTIONS AND POLICIES

This Appendix provides the full text of the Special Planning Resolutions and Policies adopted by the County Board. These Resolutions and Policies help guide land use planning in Arlington County.

RESOLUTION OF CONCERN REGARDING BUILDING HEIGHTS RELATED TO THE NATIONAL CAPITAL MALL AXIS

WHEREAS, the National Capital Planning Commission has noted its concern over the height of structures in the area defined as the Mall Axis (including portions of the Rosslyn, Court House, Clarendon, and Virginia Square Metro Stations), in Arlington, Virginia;

WHEREAS, the Arlington County General Land Use Plan supports the concentration of high density development around the Metro Stations in the Rosslyn-Ballston Corridor;

WHEREAS, these high density concentrations are implemented through Arlington County Zoning Ordinance Districts which by site plan generally allow office structures of one hundred and fifty-three feet in height and residential structures of one hundred and eighty feet in height;

WHEREAS, the construction of buildings to these basic site plan heights at locations designated for high density in the Rosslyn-Ballston Corridor is well established by past policy and precedents;

WHEREAS, the Zoning Ordinance, in addition, permits the Arlington County Board to allow further increases in building heights (so called Bonus Provisions) based upon the provision of certain specified features, public amenities, and other considerations;

WHEREAS, Arlington County is sympathetic to the National Capital Planning Commission's desires to promote a visually satisfying environment which combines harmoniously the best examples of contemporary styles and design;

AND BE IT FURTHER RESOLVED that the Arlington County Board will encourage developers of high rise structures in these areas to use neutral and non-reflective facades to minimize their visual impact from the Mall area.

Adopted by the County Board on 5/18/82

Appendix 1: Special Planning Resolutions and Policies

RESOLUTION ON NEIGHBORHOOD CONSOLIDATIONS FOR SALE TO DEVELOPERS

WHEREAS, in recent months the County Board of Arlington, Virginia, (County Board) has become aware of increasing interest among homeowners in certain neighborhoods in consolidating their properties for sale to developers;

WHEREAS, the County Board makes a distinction between consolidations that lead to development according to the adopted General Land Use Plan, other elements of the comprehensive plan, and other County Board policies, and those consolidations that would lead to development inconsistent with such plans and policies;

WHEREAS, neighborhood consolidations involving appropriate, desirable, and timely development according to acceptable County land use plans and policies can speed worthwhile revitalization while promoting more coordinated development in fulfillment of County land use goals; and

WHEREAS, neighborhood consolidations that seek inappropriate higher density development in contradiction of General Land Use Plan and other community accepted land use plans and policies have adverse consequences for Arlington, including destabilization of already fragile neighborhoods, interference with County efforts to strengthen the quality of residential life, and encouragement of additional pressures to overturn worthwhile County land use goals;

Now, THEREFORE, BE IT RESOLVED, that the County Board declares as its general policy the discouragement of neighborhood consolidations that anticipate land uses incompatible with the General Land Use Plan, the several area sector plans, and other County land use plans, goals and policies.

BE IT FURTHER RESOLVED that the County Board shall distribute this resolution to civic associations and other appropriate organizations.

Adopted by the Arlington County Board on 9/21/85

POLICY FOR GROCERY STORES

It shall be the policy of Arlington County, Virginia, to support the retention and expansion of existing grocery facilities in Arlington, and to support the construction of new grocery facilities where feasible, appropriate, and in accordance with the County's general land use policies. Recognizing that different areas of the County and different residential and office populations may have differing grocery shopping requirements, County support and assistance will be equally available to independent operators and to major chains.

The Arlington County Board and the staff will seriously consider any reasonable proposal whose purpose is consistent with this policy. Interested parties are encouraged to bring forward suggestions for County action which would accomplish this purpose. Certain specific examples which are considered appropriate are as follows:

1. To seriously consider any reasonable suggestion for modification of County policies and regulations, (such as those pertaining to zoning, site plan, and parking standards) that would support the retention, expansion, or establishment of grocery stores.
2. To strongly encourage grocery operators and landlords to retain grocery stores as major tenants in existing shopping facilities, and to include grocery facilities in their new development projects.
3. To weigh, as part of any land use, zoning, or site plan decision, the impact of that decision on the community's grocery shopping needs.
4. To affirm the involvement of County staff in assisting grocery operators, the use of Arlington County Industrial Development Revenue Bond financing to support grocery store expansion and construction, (subject to the availability of funds) and the use of available financing programs of other agencies.
5. To support alternative approaches, whether publicly or privately initiated, for meeting the grocery shopping needs of special populations. Examples: Private home delivery, as offered by some independent grocers; transportation programs for the elderly and handicapped, etc.).

Adopted by the Arlington County Board on 10/5/85

OPEN SPACE POLICY

Preamble

Open space benefits Arlington County through the conservation of natural and heritage resources, the protection of environmental quality, the provision of public facilities, the enhancement of neighborhoods, and the provision of visual and aesthetic relief in high density urban areas. An array of open spaces -- parks, natural areas, attractive streetscapes and scenic views, pedestrian passageways, landscaped buffers, historical sites, and athletic fields, amongst others -- helps to make Arlington an attractive and hospitable community for families, individuals, workers and visitors from all social and economic circumstances. The wise management of open space provides a vital framework for the unique features, character, and history of ArlingtonNorth

Policy

The impact of increased urban development in Arlington County has made open space preservation and enhancement more urgent than ever. The Arlington County Board recognizes that a comprehensive network of safe, quality open space is an essential and integral part of Arlington's vision for the future and a primary element in the development of the County's unique character. Therefore, to improve and promote the distinct identity and quality of life in Arlington County, the Board endorses the following guiding principles:

- Open Space - Arlington County shall insure, for this and future generations, the provision of an adequate supply of beneficial open space which is safe, accessible, and enjoyable and take the necessary steps to protect, enhance, and acquire open space to meet these needs.
- Acquisition - The County shall give high priority to preserving, enhancing, and expanding public open space assets, with particular attention to the protection of important, threatened natural and heritage resources and the securing of open space throughout the County.
- Recreational, Natural, and Heritage Resources - Arlington County shall insure the best utilization of parks and recreation facilities. The County shall preserve appropriate land areas in a natural state to conserve ecological resources, protect environmentally and historically significant areas, and carefully maintain active and passive recreation areas and open space in neighborhoods and metro corridors.

Implementation

Arlington County shall implement this Open Space Policy through the preparation and adoption of an Open Space Master Plan as an element of the Comprehensive PlaNorth. The Open Space Master Plan shall guide the County in establishing and implementing open space management policies that promote the long-term health of Arlington's natural resources; provide ample, accessible, and affordable high-quality recreational opportunities for diverse users; and foster environmental education and community enjoyment of outdoor resources. The County will coordinate its open space management and programs with citizens, public schools, and regional, state, and federal park and natural resource agencies.

Adopted by the Arlington County Board on 9/26/92

Appendix 1: Special Planning Resolutions and Policies

RESOLUTION GOVERNING BUILDING HEIGHTS IN ROSSLYN

WHEREAS the Rosslyn Coordinated Redevelopment District ("RCRD") was created in 1996 and designated on the County's General Land Use Plan and sites within the "RCRD" have been rezoned to "C-O Rosslyn" and special exception site plans, with building heights up to 300 feet, may be approved by the County Board; and

WHEREAS the policies of the Arlington County General Land Use Plan and the Rosslyn Station Area Plan generally call for the greatest building heights to be focused closest to the Metro Station with building heights tapering down as locations are farther away from the station; and

WHEREAS the County Board believes that the skyline of the Rosslyn area, and areas outside the "RCRD" would benefit from the development of architecturally distinctive buildings, with the greatest heights focused around the Metro Station and tapering down in height toward the boundaries of the "RCRD"; and

WHEREAS the County Board finds that tapering of building heights as described in the previous paragraph will better provide for planning for improved use of land, will contribute to local economic development and to the furtherance of harmonious and attractive development in the County; and

WHEREAS the Board finds that the County's General Land Use Plan and supporting documents, the Rosslyn Station Area Plan Addendum, and the Zoning Ordinance set forth the foregoing land use policies, which policies the Board wishes to emphasize through a statement of general principles pertaining to development within the "RCRD";

THEREFORE the Arlington County Board hereby resolves that the following principles shall be used in considering the height and design of future site plans within the "RCRD" and directs the County Manager to consider these principles in the future planning of the Rosslyn Station area Plan update, and in future revisions to the "C-O Rosslyn" Zoning District:

- New buildings in the "RCRD" shall be architecturally distinctive with particular attention given to the design of the tops of the buildings and their impact on the Rosslyn Skyline;
- New buildings with the greatest building heights as permitted by site plan in the "C-O Rosslyn" Zoning District shall be generally located in the core of Rosslyn

- around the Metro station entrances; and
- Buildings farther from the core and closer to the boundary of the "RCRD" and adjacent to residential buildings shall generally taper down in height and shall be designed to achieve transitions to the adjacent planned and zoned land use densities and building heights in a way that furthers sound land use planning and good urban design
- North
- Consideration shall also be given to the impact on "view corridors".
- Further refinement and General Land Use Plan amendments shall be considered within the framework of a comprehensive review of the Rosslyn Sector Plan
- North

Adopted by the Arlington County Board on 9/17/02

RESOLUTION ON URBAN DESIGN PRINCIPLES FOR ROSSLYN CENTRAL PLACE

WHEREAS the Rosslyn Coordinated Redevelopment District (“RCRD”) was adopted by the County Board in 1996 and designated on the County’s General Land Use Plan; and WHEREAS sites within the “RCRD” have been rezoned to “C-O Rosslyn” and on such rezoned sites special exception site plans, with building heights up to 300 feet, may be approved by the County Board; and

WHEREAS the policies of the Arlington County General Land Use Plan and the Rosslyn Station Area Plan generally call for the greatest building heights to be focused closest to the Metro Station with building heights tapering down as locations are farther away from the station; and

WHEREAS the Rosslyn Station Area Plan calls for the creation of a Central Place that is the hub of pedestrian and retail activity in Rosslyn with a unique character to its architecture and streetscape design;

WHEREAS the Arlington County Board passed a 2002 Resolution Governing Building Heights in Rosslyn that established general principles for considering height and design of future site plans within the RCRD; and

WHEREAS the Rosslyn Working Group was established by the County Manager to further consider planning principles relating to building height, land use and urban design within Central Place (defined as the two blocks bounded by North Lynn Street, 19th Street North, Fort Myer Drive, and Wilson Boulevard) and to make specific recommendations based on a thorough analysis of these principles;

THEREFORE the Arlington County Board hereby resolves that the following major principles shall be used in considering future site plans within Central Place:

Building, site, and streetscape designs should create clearly recognizable mid-block pedestrian connections and enhance overall connectivity to and from the Rosslyn Metro Station;

Project design should maximize, to the extent possible, retail, restaurant, entertainment, and commercial uses within the first and second floors of the building;

Despite existing variations in local topographic conditions, developments in Central Place should possess building base heights at generally uniform elevations;

Buildings should achieve the best feasible urban design with regard to such elements as: curbcuts, parking entrance consolidation, sidewalk clear width, retail activation, pedestrian-oriented units, and ground level façade transparency along public street frontages; and

IN ADDITION, the Arlington County Board further resolves that the following major principles shall be used in considering additional building height above 300 feet for future site plans within Central Place:

Buildings should include distinctive architectural features such as sculpted rooftop designs or significant tapering in its building form and massing;

Projects should incorporate significant community amenities such as public access to views from building tops, public open space areas, or other important County goals for the Rosslyn area;

Any additional building height should preserve, to the extent feasible, views from any public observation deck (approved or built) within Central Place;

The design and construction of projects should incorporate best practices in energy conservation and excellence in sustainable architectural design;

Projects should otherwise be consistent with the principles included in the September 2002 County Board Resolution Governing Building Heights in Rosslyn;

Buildings should receive confirmation from the Federal Aviation Administration (F.A.A.) that the project is not a hazard to air navigation or that the project does not require notice to the F.A.A.

Adopted by the Arlington County Board on May 5, 2007

Appendix 1: Special Planning Resolutions and Policies

POLICY REGARDING CONSIDERATION OF GENERAL LAND USE PLAN AMENDMENTS UNANTICIPATED BY PREVIOUS PLANNING EFFORTS

1. Arlington County has a longstanding tradition of carefully planning for growth and development in the County as set forth in various planning policies and documents including in particular the comprehensive plan, the general land use plan (GLUP), and associated documents such as sector plans, area plans, and other planning studies.
2. These planning policies and documents establish a framework for land use decision making and provide predictability to landowners, developers, and the community about the nature and scope of future growth and development on sites throughout the County.
3. While these planning policies and documents fall within the exclusive legislative authority of the County Board, landowners are free to request changes to them, particularly amendments to the GLUP, to accommodate development of their property. However, the County Board is not required to grant such requests, and is particularly unlikely to do so when the property has not been the subject of planning studies conducted outside the context of a specific development application with an opportunity to objectively assess the implications of the proposed changes and whether they comport with the County's long term planning principles and goals.
4. Amending the GLUP without fully identifying the range of issues associated with the proposed change, understanding whether it comports with the County's long term planning goals and principles, and obtaining full input from the Board's advisory commissions and the community, deserves, and may result in decisions contrary to, the County's planning principles and policies.
5. In light of the foregoing, the County Board expresses its intent, and directs the County Manager accordingly, that a proposed GLUP amendment for any sites not identified in a County Board adopted planning study as appropriate for such a GLUP amendment will not be considered until such a planning study or analysis has been completed and presented to the County Board.

Adopted by the Arlington County Board on 6/17/2008

APPENDIX 2: PLANNING DOCUMENT AND POLICY MATRIX

This Appendix is intended to provide clarity to which planning documents and policies apply to various parts of Arlington County and clearly identify the hierarchy of current planning documents. The planning document and policy matrix has been intentionally broken up into two parts, spanning the next 4 pages of this booklet.

Appendix 2: Planning Document and Policy Matrix

	Rosslyn-Ballston Metro Corridor					Jefferson Davis Metro Corridor		
	Countywide	Rosslyn	Courthouse	Clarendon	VA Sq	Ballston	Pentagon City	Crystal City
Comprehensive Plan								
Master Transportation Plan	✓							
Storm Water Master Plan	✓							
Water Distribution System Master Plan	✓							
Sanitary Sewer Collection System Master Plan	✓							
Recycling Program Implementation Plan and Map	✓							
Chesapeake Bay Preservation Ordinance and Plan	✓							
Public Spaces Master Plan	✓							
Historic Preservation Master Plan	✓							
General Land Use Plan	✓							
Clarendon Revitalization District				✓				
Columbia Pike Special Revitalization District/Form Based Code								
Coordinated Development District/Phased-Development Site Plan							✓	
Coordinated Mixed-Use Development District								✓
Coordinated Multiple-Family Conservation and Development District								
Coordinated Preservation and Development District			✓					
Crystal City Coordinated Redevelopment District								✓
Fort Myer Heights North Special District		✓	✓					
Lee Highway/Cherrydale Special Revitalization District								
Nauck Village Center Special Revitalization District								
North Quincy Street Coordinated Mixed-Use District							✓	
North Tract Special Planning District								✓
Potomac Yard Phased-Development Site Plan								✓
Radnor Heights East Special District		✓						
Rosslyn Coordinated Redevelopment District		✓						
Shirlington Phased-Development Site Plan								
Special Coordinated Mixed-Use District				✓			✓	
Special Affordable Housing Protection District		✓	✓					
Sector Plans								
Ballston Sector Plan (1980)							✓	
Clarendon Sector Plan (2006)				✓				
Courthouse Sector Plan Addendum (1993)			✓					
Crystal City Sector Plan (2010)								✓
Rosslyn Station Area Plan Addendum (1992)		✓						
Virginia Square Sector Plan & Site Specific Guidelines (2002)						✓		

A Recessed Meeting of the County Board of Arlington County, Virginia, held in Room 307 of 2100 Clarendon Boulevard thereof on Tuesday, December 13, 2011 at 3:07 p.m.

PRESENT: CHRISTOPHER ZIMMERMAN, Chairman
MARY HYNES, Vice Chairman
BARBARA A. FAVOLA, Member
JAY FISETTE, Member
J. WALTER TEJADA, Member

ALSO PRESENT: BARBARA M. DONNELLAN, County Manager
STEPHEN MacISAAC, County Attorney
HOPE L. HALLECK, Clerk

0000000000

COUNTY BOARD RECESSED MEETING

0000000000

COUNTY BOARD BUSINESS AND REPORTS

0000000000

I. COUNTY BOARD REPORTS

Chairman Zimmerman provided an update on the Chairman's Roundtable/Small Business Initiative, including the development of a BizTeam and the upcoming launch of the online business center. For more information, go to www.arlingtonva.us and search "business."

Mr. Zimmerman announced that more than 130 stories are available online through the Tell Arlington's Story website, www.arlingtonstory.us. The Chairman thanked the staff and volunteers working on the initiative, and invited residents to attend the Tell Arlington's Story Showcase to be held on Friday, Jan. 20, 2012 at the Artisphere.

Chairman Zimmerman stated that there have been recent changes and improvements made to the ART 62 route and schedule. For more information, visit www.arlingtontransit.com. There will also be a holiday food drive on ART, and all ART buses and Commuter Stores have boxes to collect canned foods until December 16, 2011. All donated items will go to the Arlington Food Assistance Center (AFAC).

Finally, Mr. Zimmerman announced the retirement of Circuit Court Judge James F. Almand.

Mr. Tejada introduced Daniel Manzoni, who thanked the Board for their support of the Festival Argentino USA on May 19 and 20, 2012.

Ms. Favola gave her final County Board report after 14 years as a County Board Member, expressing appreciation for the Board for their work linking land use and transportation, their work on major issues including homelessness and funding for public schools. Ms. Favola stated that it has been an honor and a privilege to be part of community that is welcoming and values diversity. Each Board member thanked Ms. Favola for her service and reflected on their time together on the Board.

Following a duly advertised public hearing which concluded on November 19, 2012 and at which there were speakers, a motion was made by CHRISTOPHER ZIMMERMAN, Chairman, seconded by MARY HYNES, Vice Chairman to adopt the 2012 General Assembly Legislative items. The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member - Aye.

A. Finance

1. Local Taxing Authority: Retain all current local taxing authority, including collecting business license, and machinery and tools taxes at the current rates.
2. On-Line Travel Companies/Modifying State Sales and Local Transient Occupancy Taxes: Ensure the collection and remission by on-line travel companies (OTCs) of all state sales and local Transient Occupancy Tax (TOT) levies associated with on-line travel sales.
3. Restoration of Funding to Localities: Support the restoration of the Commonwealth's funding responsibilities to localities as laid out in state statutes, the constitution and public policy
4. Unfunded Mandates: Oppose any mandates from the Commonwealth that are not fully funded, including additional administrative burdens on local governments.

B. Transportation

1. Design Review Process: Work with VDOT to develop and implement urban design standards to expedite the review process, save staff time, and accelerate construction.
2. Transportation Funding: Ensure full funding of transportation maintenance and construction costs. Raise new revenues for statewide funding for all transportation modes that are from one or more stable, reliable, and permanent non-general fund sources.
3. Washington Metropolitan Area Transit Authority: Ensure that the Commonwealth meets its long-term funding commitments to WMATA and partners with WMATA's Northern Virginia localities to recognize their importance in the governing structure.

C. Local Authority

1. Employee Benefits/Health Care: Increase Arlington County's and other public employers' competitive edge by permitting localities to manage personnel functions, and to decide which benefits they need to offer.
2. Equal Tax and Bonding Authority: Equalize county taxing and bonding authority with that of cities.
3. Land Use Policies: Support authority of local governments to plan land use, without restrictions on local zoning authority or zoning process.
4. Eminent Domain: Oppose constitutional amendment and other attempts to restrict local eminent domain authority and make transportation and other capital projects more costly.

D. Housing

1. Housing Trust Fund: Create a State Housing Trust Fund with a dedicated source of revenue that would provide statewide funding for affordable housing, including the construction of new housing, and the purchase and renovation of existing housing to make it livable, accessible, and affordable.
2. Assistance to Tenants: Work with state agencies to assist low income tenants who want to remain in their communities while their housing is being upgraded and renovated.

E. Civil Rights Initiatives

1. Immigration: Oppose any state mandates to localities requiring local law enforcement officers to evaluate the immigration status of individuals encountered during lawful stops or other routine police activities.
2. Education: Ensure access at in-state tuition rates to Virginia colleges and technical schools for all high school graduates, including undocumented students who meet residency and other reasonable requirements.
3. Services: Support proposals to promote the integration, assimilation and increased civic engagement of our immigrant population, and any initiatives that ensure the immigrant community is treated fairly.

F. Public Safety/Emergencies

1. Domestic Violence: Support enhanced domestic violence protections, including expansion of mental health resources for children and youth exposed to domestic and teen dating violence.
2. Jail Diversion Efforts/Drug Courts: Support jail diversion efforts for individuals with mental health or substance abuse issues who become involved with the criminal justice system.
3. Line of Duty: Seek full state funding for state mandated Line of Duty benefits, or the local option to establish own program.

G. Energy and the Environment

1. Interstate Compact for Potomac River Basin and Chesapeake Bay Cleanup: Maintain funding for water supply and water quality needs, including Water Quality Improvement Fund.
2. Energy/Environment: Support state and local environmental sustainability programs and policies and the financial tools necessary to implement them.

H. Human Services

1. Criminalize financial exploitation of older and vulnerable adults: Make it a crime to knowingly take control of an elderly or vulnerable adult's property or financial resources with the intent to deprive the adult of its use.
2. Services for Older Adults and People with Disabilities: Support keeping seniors and people with disabilities in their homes and communities by maintaining and enhancing funds for nutrition, transportation, and in-home care. Increase Medicaid reimbursement rates for personal care services, and provide workers access to affordable health insurance and advanced training.
3. Provide Community-Based Continuum of Psychiatric Care: Continue to fund the post-acute care for older adults with severe mental health issues provided by Northern Virginia's RAFT program.
4. Mental Health Services: Restore 19 Adult Beds at Northern Virginia Mental Health Institute and implement regional crisis intervention and stabilization for children and older adults with mental health and mental health with substance abuse issues.
5. Community Services Act (CSA): Oppose the state's shifting costs to localities by moving children receiving mental health services from Medicaid to the CSA system. Ensure that the state pays its share of administrative costs which have increased so that localities are paying more than 80%.
6. Health Department Regulations: Restore reproductive health services.

[2012 General Assembly Session Legislative Items](#)

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II. APPOINTMENTS

A motion was made by CHRISTOPHER ZIMMERMAN, Chairman, to:

Board of Equalization of Real Estate Assessments

Reappoint Mary Dooley for a term ending December 31, 2012
Margaret Hogan for a term ending December 31, 2012
Jose Penaranda for a term ending December 31, 2012

Citizens Advisory Commission on Housing

Appoint Paul Pressly Browne for a term ending December 31, 2015

Commission on the Status of Women

Appoint Stephanie Dix Clifford for a term ending December 31, 2014

Emergency Preparedness Advisory Commission

Appoint Stephen Holl as an At-Large representative for a term ending December 31, 2014.

Historic Affairs and Landmark Review Board

Reappoint Kevin Vincent for a term ending December 31, 2014
Tish Weichmann-Morris for a term ending December 31, 2014

Planning Commission

Reappoint Brian Harner for a term ending December 31, 2015
Inta Malis for a term ending December 31, 2015

Public Facilities Review Committee

Reappoint Lander J. Allin as the Schools representative for a term ending December 31, 2013

Rosslyn Business Improvement Corporation Board

Appoint Mark Schwartz as the Arlington County Representative for a term ending December 31, 2013.

The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye.

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III. REGIONAL REPORTS

Mr. Fisette announced on November 14, 2011 there was an Arlington County Northern VA Regional Commission, Metropolitan Washington Council of Governments and ULI sponsored forum on district energy held in Rosslyn. Nearly 100 people attended the forum.

Mr. Fisette also announced that in December, as part of the Community Energy Plan process, areas of the County were prioritized in the consideration of district energy and Plan recommendations. Crystal City rose to the top of the list. Washington Gas, Vornado and Arlington County recently hired a consultant team to develop an Integrated Energy Master Plan for Crystal City.

Finally, Mr. Fisette stated that another forum will be held on December 14, 2011, sponsored by the Northern Virginia Regional Commission to review the legal, policy and business frameworks that support or provide obstacles to establishment of district energy systems in Virginia.

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IV. COUNTY MANAGER REPORT

The County Manager introduced Barbara Wiley, Arlington County Comptroller, who presented the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2011. Ms. Wiley announced that the County received an "Unqualified" or "clean" opinion from the external auditing firm.

Ms. Donnellan presented the County's 2011 Annual Report. The complete report is available on the County website at www.arlingtonva.us.

County Manager Donnellan introduced the new application "Arlington Prepares," and encouraged Board members to download the application.

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V. SOLID WASTE AUTHORITY MEETING

Without objection, the Board recessed at 3:58 p.m. for the Annual Meeting of the Arlington Solid Waste Authority. The Solid Waste Authority met from 3:58 p.m. to 4:12 p.m. The Board reconvened the meeting at 4:12 p.m.

[Annual Financial Statements of the Alexandria/Arlington Waste Disposal Trust Fund](#)

Without objection, the Board recessed at 4:13 and reconvened the meeting at 6:33 p.m.

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THE FOLLOWING ITEMS TO BE HEARD BEGINNING AT 6:30 P.M.

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CONSENT ITEMS

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USE PERMITS REQUEST/REVIEWS/AMENDMENTS

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8. U-1860-71-5 USE PERMIT AMENDMENT FOR THE ADDITION OF A NEW FITNESS FACILITY TO THE EXISTING COUNTRY CLUB BUILDING (ALSO A NEW CHILD CARE AREA AND RELOCATION OF A TENNIS COURT) LOCATED AT 4813, 4831 OLD DOMINION DRIVE. (WASHINGTON GOLF AND COUNTRY CLUB) (RPC# 03-061-002, 03-061-003, 03-061-004, 03-061-005, 03-061-007, 03-061-010, 03-061-011, 03-061-012, 03-061-016, 03-061-017, 03-061-024, 03-061-027, 03-061-028)

Following a duly advertised public hearing at which there were speakers, a motion was made MARY HYNES, Vice Chairman, seconded by J. WALTER TEJADA, Member to adopt the following ordinance:

BE IT ORDAINED that, pursuant to application U-1860-71-5 on file in the Office of the Zoning Administrator for renewal of the subject use permit for the parcel of real property known as 4813, 4831 Old Dominion Drive (Washington Golf and Country Club) (RPC# 03-061-002, 03-061-003, 03-061-004, 03-061-005, 03-061-007, 03-061-010, 03-061-011, 03-061-012, 03-061-016, 03-061-017, 03-061-024, 03-061-027, 03-061-028), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previous conditions, revised Condition #17 and proposed Conditions #22, 23, and 24 of the staff report, and with a County Board review in one (1) year (December 2012) in order to monitor progress on the expanded facility construction and compliance with revised and proposed condition language.

The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye.

Revised Condition #17:

17. The WGCC shall provide final development plans, architectural drawings and landscape plans to the Rock Spring Civic Association prior to the request of a building permit. The intent herein shall be to provide the Rock Spring Civic Association the opportunity to review the final plans prior to the start of construction to assure that the final plans are in conformance with these conditions. The WGCC shall submit a letter signed by the President of the Rock Spring Civic Association which states that the Association has reviewed the final plans and that they are in conformance with the existing conditions of the Use Permit as amended by the County Board on December 10, 2011.

Expanded Fitness Facility (including proposed playroom)

22. The applicant agrees to comply with all requirements set forth in all applicable ordinances and regulations, including, by way of illustration and not limitation, those administered by the Community Code Enforcement Office, Environmental Health Bureau and the Fire Marshal's Office, including securing the appropriate building permit prior to the issuance of a certificate of occupancy.
23. The applicant agrees that, in operating a child care facility on site, it will conform to all requirements and standards of Chapter 52 of the Arlington County Code that stipulates the requirements for a Child Care facility including but not limited to the following requirements:
 - a. The child care facility will have no more than 15 children between the ages of 3-12 in care at any time and will contain at least one (1) adult attendant on-site for each six children. Child care facility staff persons shall be subject to a background check with the Virginia State Police that checks the criminal record and the sex offender registry; and a background check of the Child Protective Service central registry. These background checks will be obtained before

hiring any child care facility staff persons; Background checks shall be administered and recorded as required under Chapter 52 of the Arlington County Code. All documentation of these background checks shall be included as public record to the Zoning Administrator before issuance of a certificate of occupancy.

- b. The applicant agrees to meet the space requirements as specified in Chapter 52 of the Arlington County Code. Furthermore, the applicant agrees to install child sized toilet and sink facilities within the child care facility.
- c. The applicant agrees that the child care facility shall only be made available to members and their families/caregivers and guests that are using the fitness center and on-site tennis facilities. No commercial or public use of this facility shall be allowed. The expanded fitness facility that is adjoined to the indoor tennis facility shall be updated with secure entry and egress system using identity technology.
- d. The applicant agrees that children admitted to the child care facility will be registered in by a parent/caregiver who remains on site for the duration of the child's time in the facility.
- e. The applicant agrees that children will not be allowed to play outdoors, and there will be no outdoor play equipment of any type at the child care facility.
- f. The applicant agrees to develop clear communication and evacuation procedures that will be shared with parents/caregivers of children using the child care facility, clearly identifying where children will be taken in the event of an emergency. A copy of these procedures shall also be submitted to the Zoning Administrator.

Stormwater Management Strategy

- 24. The applicant agrees to implement the stormwater management strategy as outlined in Attachment #5 dated November 16, 2011 and presented to the Rock Spring Civic Association on November 20, 2011, as part of its final civil engineering plan. The applicant agrees that it will submit a final civil engineering plan that contains specific mitigation measures as called for in the stormwater management strategy and obtain the County Manager's review and approval of the final civil engineering plan before the issuance of the building permit. The applicant further agrees that it will implement the approved final civil engineering plan during construction and throughout the life of the project. [Clerk's note: as set forth in the document entitled "Addendum-12-13-11-A- U-1860-71-5" attached for the public record to these minutes.]

[Board Report # 8](#)

[Board Report # 8-Supplemental Report](#)

Addendum-12-13-11-A- U-1860-71-5

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- 13. [**U-3319-11-1 USE PERMIT FOR A COMPREHENSIVE SIGN PLAN LOCATED AT 3412 A-1 S. UTAH ST. \(TOTAL SITE IS APPROXIMATELY 25 ACRES\). \(FAIRLINGTON ARBOR\) \(RPC# 30-013-311\)**](#)

Following a duly advertised public hearing at which there were speakers, a motion was made by MARY HYNES, Vice Chairman, seconded by J. WALTER TEJADA, Member to adopt the following ordinance:

BE IT ORDAINED that, pursuant to application U-3319-11-1 on file in the Office of the Zoning Administrator for the subject use permit for the parcel of real property known as 3412 A-1 S. Utah St. (total site is approximately 25 acres). (Fairlington Arbor) (RPC# 30-013-311), approval is granted and the parcel so

described shall be used according to the approval requested by the application, subject to the proposed condition of the staff report, and with no further scheduled County Board review.

The applicant agrees that all signs shall be limited to the location, number, design, and sign area shown on the drawings entitled "Fairlington Arbor – Arlington, Virginia – Comprehensive Sign Plan 2011" dated September 19, 2011, specified further within the document entitled "Fairlington Arbor – Updated Tables of Future & Current Sign Locations" dated October 13, 2011, amended in the document entitled "Fairlington Arbor – Comprehensive Sign Plan – Amendment" dated November 22, 2011, and as in the summary chart that is part of this report and approved by the County Board on December 10, 2011. The applicant agrees that the total sign area shall not exceed 173.65 square feet. The applicant further agrees that all signs existing prior to December 10, 2011, will be removed on or before July 1, 2012. The applicant agrees no signs except those permitted under this comprehensive sign plan shall be erected unless a use permit amendment is approved by the County Board that permits such signs. Provided, however, that if the County Board adopts a revised sign ordinance under which all signs permitted by this Comprehensive Sign Plan are permitted by-right, then the applicant may erect other signs that are allowed under the revised ordinance. [Clerk's note: as set forth in the document entitled "Addendum-12-13-11-B- U-3319-11-1" attached for the public record to these minutes.]

The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye.

[Board Report #13](#)

Addendum-12-13-11-B- U-3319-11-1

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CAPITAL PROJECTS

21. APPROVE AN INCREASE IN THE FUNDING AMOUNT FOR CONSTRUCTION SERVICES FOR LONG BRIDGE PARK, 475 LONG BRIDGE DRIVE, CONTRACT NUMBER 96-09.

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by J. WALTER TEJADA, Member to:

1. Approve an increase of \$979,500 to Contract Number 96-09 between the County Board and The Donohoe Companies, Inc., t/a Donohoe Construction Company, for extended general conditions and a contingency reserve for the reconstruction of Long Bridge Drive (formerly Old Jefferson Davis Highway) at Long Bridge Park for a total contract authorization of \$27,077,500.
2. Authorize the Purchasing Agent to execute the contract documents, subject to review and approval by the County Attorney.

The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye.

[Board Report #21](#)

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THE FOLLOWING ITEMS TO BE HEARD NO EARLIER THAN 6:45 P.M.

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REGULAR HEARING ITEMS

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34. U-3306-11-1 USE PERMIT OF ARLINGTON DESIGNER HOMES, INC TO MODIFY SETBACK AND YARDS ON A PIPE-STEM LOT LOCATED ADJACENT TO 2615 N. NOTTINGHAM STREET (RPC# 01-075-020).

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by BARBARA A. FAVOLA, Member to defer consideration of the use permit request to the February 2012 County Board meeting with direction to the manager to work to achieve additional mitigation on the following issues:

- Drainage/water management
- Height and length of structure
- Window placement in relation to other homes.

The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye.

[Board Report #34](#)

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35. ADOPTION OF A RESOLUTION (1) AUTHORIZING A BONA FIDE OFFER TO PURCHASE THE LAND AND IMPROVEMENTS AT 2020 14TH STREET NORTH IN ARLINGTON COUNTY, (2) APPROVING AN AGREEMENT OF SALE TO BE SENT WITH THE BONA FIDE OFFER TO THE OWNER OF THAT PROPERTY, (3) AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT OF SALE ON BEHALF OF THE COUNTY BOARD, (4) AUTHORIZING THE ACQUISITION, FOR PUBLIC PURPOSES AND BY EMINENT DOMAIN, OF THE PARCELS OF REAL ESTATE WITH IMPROVEMENTS, KNOWN AS LOTS 3 & 4, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, AT PAGE 50, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA, WHICH PORTION CONTAINS 11,000 SQUARE FEET, MORE OR LESS, AND ALL OF THOSE PORTIONS OF LOTS 1 & 2, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, CONTAINING 10,311 SQUARE FEET, MORE OR LESS, AS SHOWN ON A PLAT ATTACHED TO A DEED RECORDED IN DEED BOOK 1129, AT PAGE 535, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA, WHICH LOTS ARE LOCATED AT 2020 14TH STREET NORTH, ARLINGTON, VIRGINIA, 22201, AND FURTHER IDENTIFIED AS RPC # 17-016-012 & # 17-016-013, WHICH PARCELS CONSIST OF A TOTAL OF 21,311 SQUARE FEET, SUBJECT TO AND EXCEPTING FROM ACQUISITION BY EMINENT DOMAIN CERTAIN LEASES IDENTIFIED IN THE RESOLUTION, AND (5) APPROPRIATING \$14 MILLION FROM THE UTILITIES FUND PAYG ACCOUNT TO THE GENERAL FUND PAYG ACCOUNT AS A TEMPORARY LOAN PENDING REIMBURSEMENT TO THE UTILITIES FUND PAYG ACCOUNT BY THE ISSUANCE OF REVENUE BONDS THROUGH THE ARLINGTON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY..

Following a duly advertised public hearing at which there were speakers, a motion was made by BARBARA A. FAVOLA, Member, seconded by J. WALTER TEJADA, Member to adopt the attached resolution (Attachment # 1) that [Clerk’s note: as set forth in the document entitled “Addendum-12-13-11-C- 2020 14th Street North” attached for the public record to these minutes.]:

- (1) authorizes a bona fide offer to purchase the land and improvements at 2020 14th Street North in Arlington County,

- (2) approves an Agreement of Sale to be sent with the bona fide offer to the owner of that property,
- (3) authorizes the County Manager to execute that Agreement of Sale on behalf of the County Board,
- (4) authorizes the acquisition, for public purposes and by eminent domain, of the parcels of real estate with improvements, known as Lots 3 & 4, Block 14, of the Subdivision of Ft. Myer Heights, as said Subdivision is Shown on a Plat Recorded in Deed Book N-4, at Page 50, Among the Land Records of Arlington County, Virginia, which portion contains 11,000 Square Feet, More or Less, and All of Those Portions of Lots 1 & 2, Block 14, of the Subdivision of Ft. Myer Heights, Containing 10,311 Square Feet, More or Less, and Shown on a Plat Attached to a Deed Recorded in Deed Book 1129, at Page 535, Among the Land Records of Arlington County, Virginia, Which Lots are Located at 2020 14th Street North, Arlington, Virginia, 22201, and identified as RPC # 17-016-012 & # 17-016-013, and which parcels consist of 21,311 total square feet, subject to and excepting from acquisition by eminent domain certain leases identified in the Resolution; and
- (5) appropriates \$15 million from the Utilities Fund PAYG account (fund 519) to the General Fund PAYG account (fund 313) as a temporary loan pending reimbursement to the Utilities Fund PAYG account by the issuance of revenue bonds through the Arlington County Industrial Development Authority ("IDA").

The motion was adopted by a vote of 5 to 0 as follows: CHRISTOPHER ZIMMERMAN, Chairman - Aye, MARY HYNES, Vice Chairman - Aye, BARBARA A. FAVOLA, Member - Aye, JAY FISETTE, Member - Aye, J. WALTER TEJADA, Member – Aye.

[Board Report #35](#)

Addendum-12-13-11-C- 2020 14th Street North

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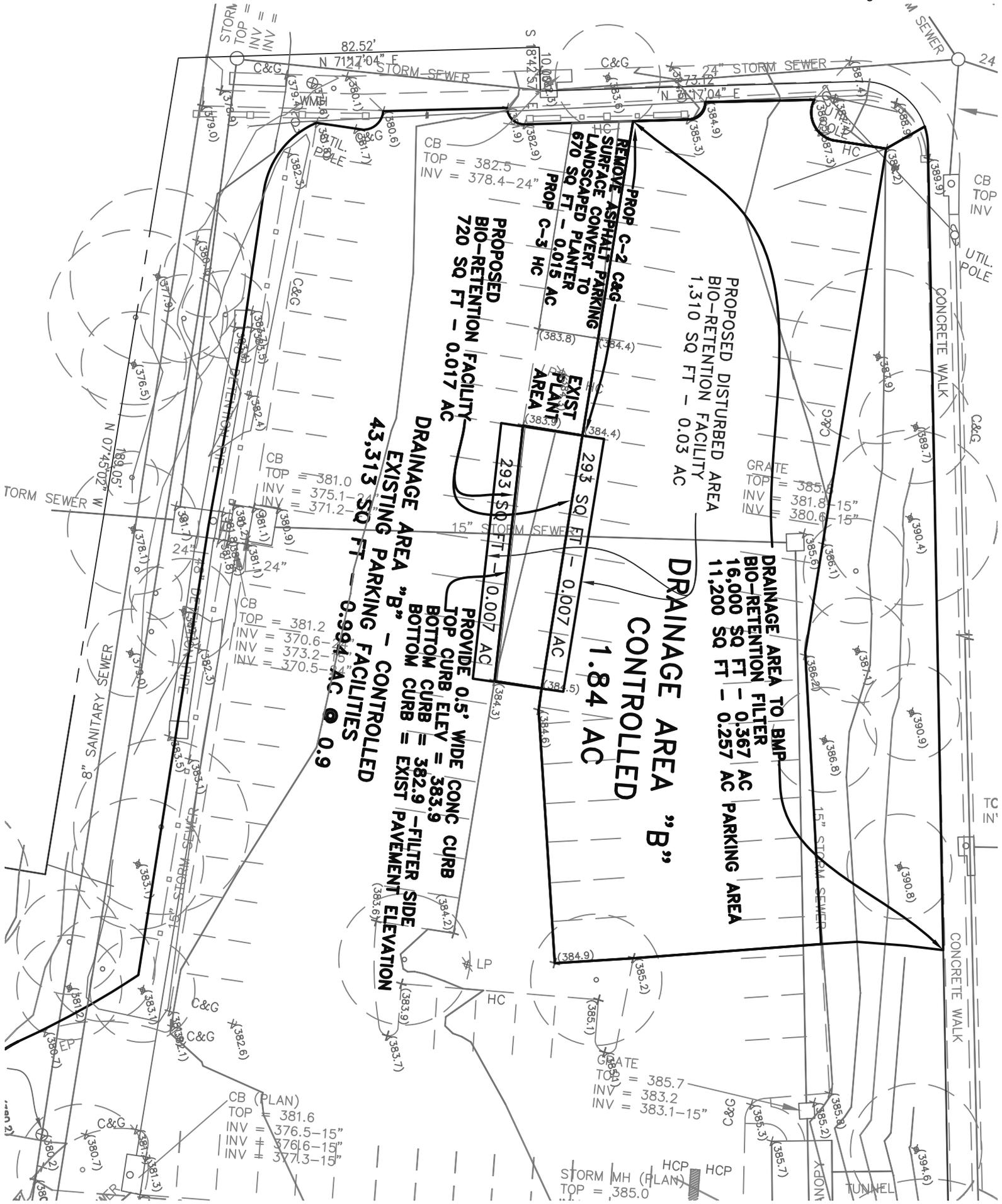
ADJOURNMENT

Without objection, at 12:44 a.m. on December 14, 2011 the Board adjourned the meeting.

CHRISTOPHER ZIMMERMAN, Chairman

ATTEST:

HOPE L. HALLECK, Clerk



Arlington County Chesapeake Bay Preservation Ordinance Stormwater Requirements Worksheet

Step 1. Enter site characteristics and determine impact area		Arlington County Chesapeake Bay Preservation Ordinance Stormwater Requirements Worksheet Version 2.0 October 2011	
Area (sf)	%I	Applicant: Washington Golf and Country Club	
Total Site Area	46686		
Existing Impervious Cover	26633		
Proposed Impervious Cover	33556		
Average Land Cover condition	7470		
90% of Existing Impervious Cover	23970		
	16.0%		
	51.3%		
pre<=avg; post<=avg	No		
pre<=avg; post>avg	No		
pre>avg	Yes		
	--		
	--		
Total Impact Area	9586		
Impact area > 50% of total impervious area?	No		
Impact Area Requirement	9586		
Maximum Watershed Management Fund fee	\$ 2.50	\$ 23,966	

Step 2. Vehicle-related pavement treatment		Area (sf)	Treatment efficiency (B)	Treatment Credit (sf)
Vehicle-related pavement		1800		
Required to be treated		1440		
Required min. treatment efficiency		50%		
Treatment credit needed		720	Not to exceed Impact Area Requirement	
Pervious surface BMPs	Impervious area reduction (sf)	0		0
Pervious paving system	Impervious area treated (sf)	0		0
Additional BMPs	Treatment efficiency (B)	11200	65%	7280
Bioretention				
REMOVED ASPH PARKING SURFACE	Impervious area treated (sf)	670	100%	670
Total vehicle-related pavement stormwater treatment credits				7950

Is vehicular treatment requirement met?
YES

Step 3. Additional treatment		Impervious area reduction (sf)	Treatment Credit (sf)
Pervious surface BMPs	Impervious area reduction (sf)	0	0
Pervious paving system		0	0
Vegetated roof system	Impervious area treated (sf)	0	0
Additional BMPs	Treatment efficiency (B)		(A X B)
			0
			0
			0
Total additional treatment credits			0

STOPI
Are a minimum of 50% of the treatment credits obtained through the use of BMPs that provide annual runoff volume reduction (RR) as detailed in the most recent version of the Virginia DCR Stormwater Design Specifications?

Step 4. Determine compliance		Area (sf)	Runoff Reduction (RR) BMPs	Treatment credit
Impact area	Area (sf)	9586	Roof disconnect	0
Total treatment credits		7950	Vegetated roof	0
Remaining impact area		1636	Rainwater harvesting	0
			Permeable pavement	0
			Infiltration	
			Bioretention	7950
Total Watershed Management Fund fee	\$ 4,091		Total	7950
			Percent of total treatment credits	100%
			Requirement met?	YES

EXCEPTIONS ELIGIBILITY:
1. At least 50 percent of required treatment credits must come from 'runoff reduction' BMPs?
2. More than 80% of the post-development impervious area must be treated by BMPs with a least a 50% treatment efficiency

**Fairlington Arbor
Arlington, Virginia
Comprehensive Sign Plan
2011**



FAIRLINGTON ARBOR • COUNCIL OF CO-OWNERS •
3472 A-1 South Utah Street, Arlington Virginia 22206

To: Arlington County Board and Arlington County Planning Division
From: Rob Brockhaus, Treasurer
Date: September 19, 2011
Re: Fairlington Arbor Signage

Background & Purpose of Work

Fairlington Arbor, one of seven villages in the Fairlington community, was built in 1943 and was converted into condominiums in 1972 with 369 residential units in 12 courts. Fairlington is listed on the National Register of Historic Places and on the Virginia Landmark Register. These listings recognize that the Fairlington property is of significance to the Nation, the State and the community.

In maintaining Fairlington Arbor's (Arbor) historic nature, the Arbor Board of Directors respectfully requests the Arlington County Board grant a Use Permit for the Arbor's comprehensive sign plan.

The Arbor's current signage is estimated to be from the late 1970s or early 1980s and has become dilapidated over the years. Many of the Arbor's signs are rotten, unreadable and contain outdated information.

The Arbor Board of Directors and the Arbor community have spent a significant amount of time discussing and researching possible signage and have recently approved new designs and secured a well-established local contractor to build and install the signs after approval from Arlington County has been obtained.

Scope of Work

Parking Lot Signs

The Arbor has 15 parking lots with a total of 387 reserved parking spots. Each lot has between one and three entrances/exits. The Arbor currently has a combined total of 33 signs on its property; 17 parking/towing restriction signs and 16 informational street address signs. The size of the current signs range from 387 square inches for the parking/towing restriction signs to 493 square inches for the information street address signs. The Arbor Board's proposal would reduce the number of signs from 33 to 18 by combining the parking/towing restriction signs and the informational street address signs into one unique 1,280 square inch sign(s) for each of the 12 different courts.

The proposed combined signage would include:

- Name of community – Fairlington Arbor
- Court number
- Street number
- Street name
- Parking restrictions and towing information

Miscellaneous Signs

The Arbor Board has approved the design for three additional signs to be installed on Arbor property and seeks Arlington County approval. The first sign is for the Arbor office. This sign will be installed outside of the Arbor office and will direct residents and contractors to the onsite facilities manager's office. The second sign is for our pool's emergency access road. The current sign is degrading and needs to be replaced so emergency personnel can easily locate our pool and office when summoned. The third sign is to remind residents and guests that dogs are to be leashed and to remind pet owners to curb their pet(s).

Materials

The proposed signs will be sandblasted out of synthetic high density urethane (HDU) material giving it a wood grain finish that is 100% waterproof, unaffected by temperature and will be resistant to deterioration, warping, and cracking.

In keeping with the Arbor's historic nature, the signs will have white lettering on a brown background (color PMS 483 C). The lettering will be painted with a white reflective paint allowing the signs to be easily read at night. The signs will be supported by painted, pressure treated 4"x4" posts with secrete footers.

Additional Documents

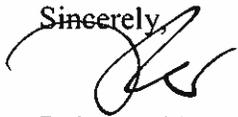
Please see the following enclosed documents:

- Use Permit Application
- Notarized Disclosure Statement
- Supporting Exhibits

We appreciate the opportunity to share our comprehensive sign plan with Arlington County and look forward to receiving a positive response.

Please let me know if you require any further information or have any questions.

Sincerely,



Rob Brockhaus
Fairlington Arbor Treasurer

Exhibit A

Fairlington Arbor Board of Directors
(May 2011 – April 2012)

Terry Ruth
President
3472 A-1 South Utah Street
Arlington, VA 22206
941-539-6440

Rob Brockhaus
Treasurer
3472 A-1 South Utah Street
Arlington, VA 22206
703-931-2643

Cindy Atwood
VP of Grounds
3472 A-1 South Utah Street
Arlington, VA 22206
703-625-1584

Jeni Hornback
VP of Community Affairs
3472 A-1 South Utah Street
Arlington, VA 22206
703-578-3080

Mark Messersmith
VP of Buildings
3472 A-1 South Utah Street
Arlington, VA 22206
703-400-9993

Exhibit B (cont.)

Maps of Fairlington Arbor

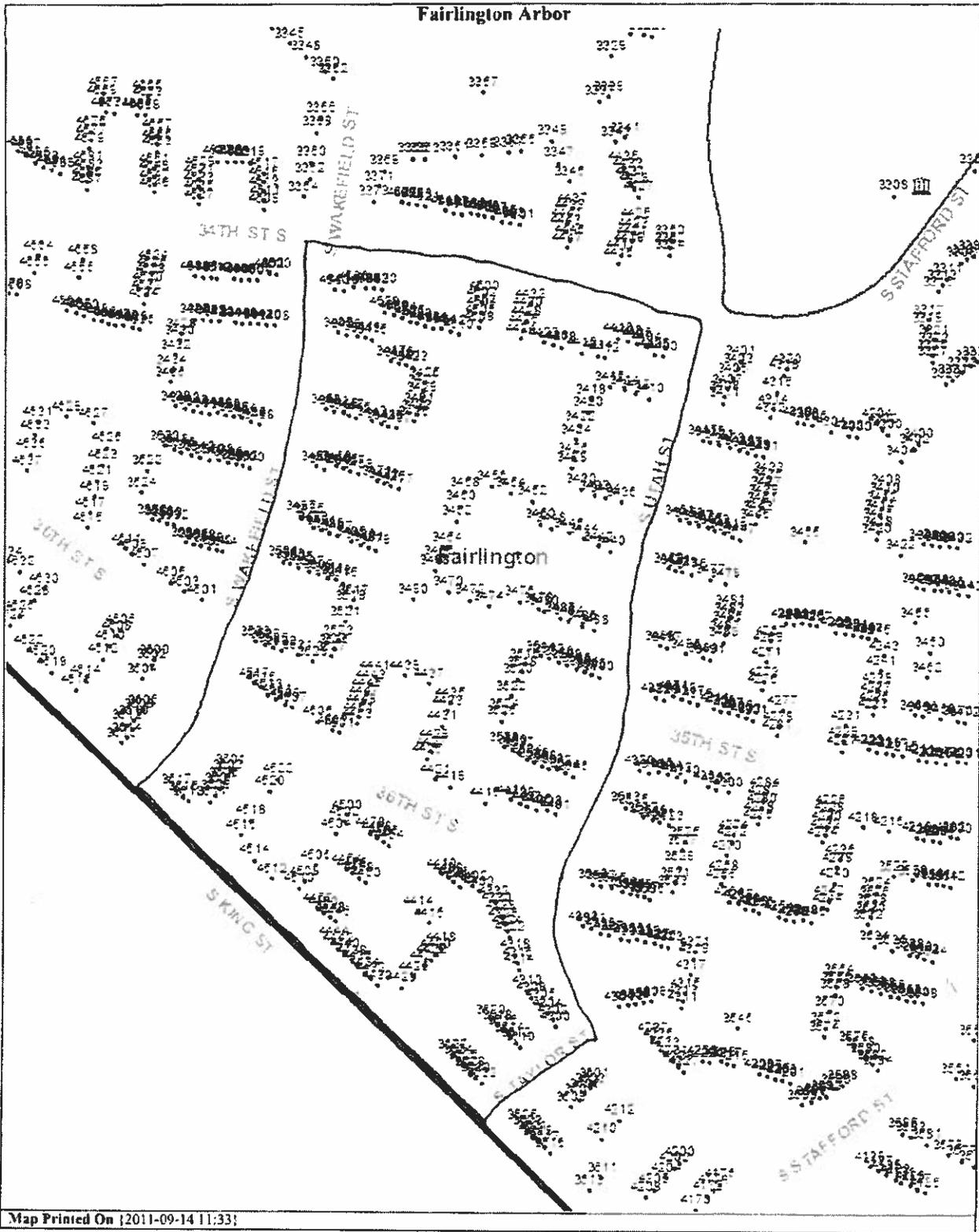
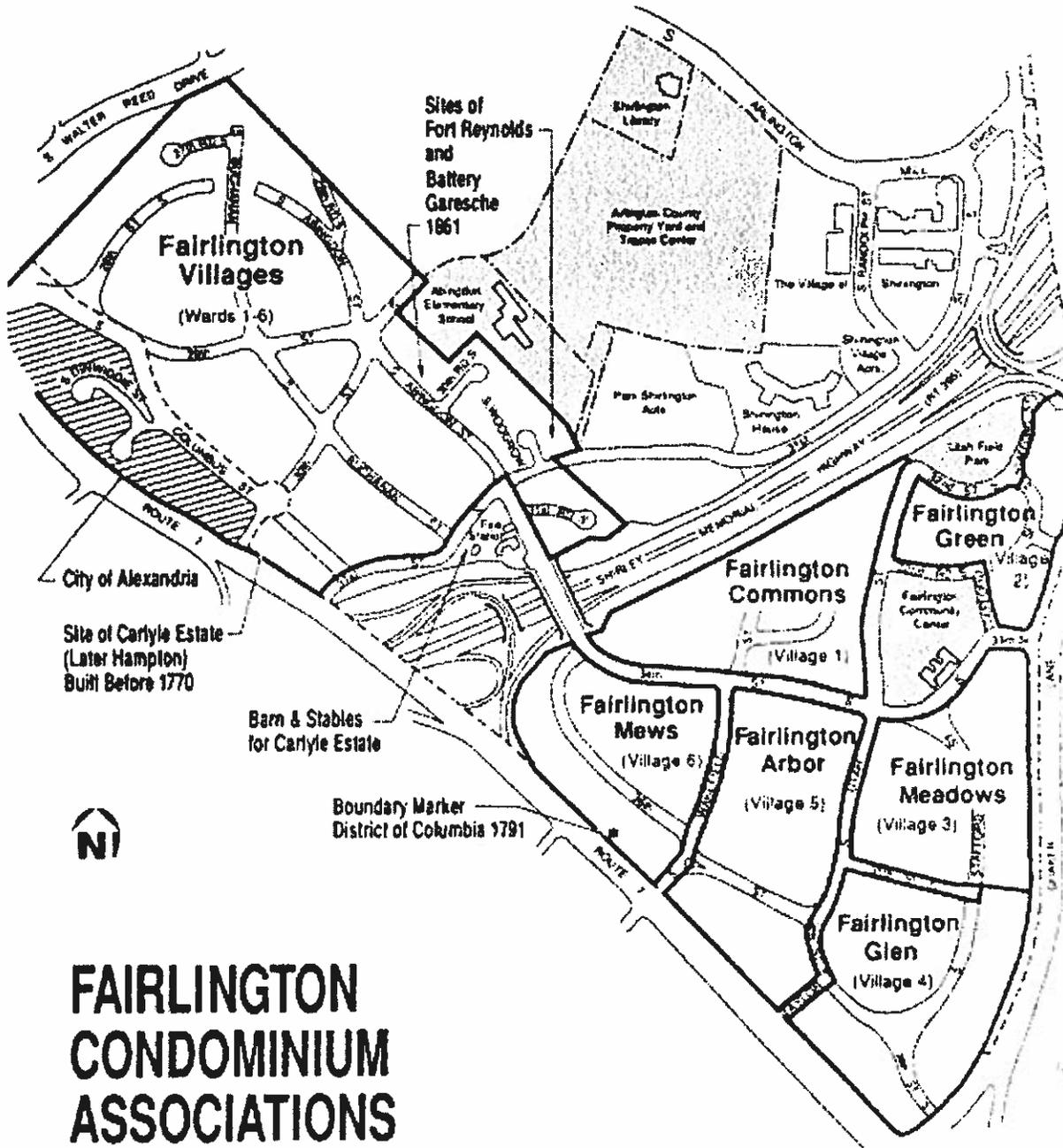


Exhibit B (cont.)

Maps of Fairlington Arbor



FAIRLINGTON CONDOMINIUM ASSOCIATIONS

May 1993

Exhibit C

Arbor Parking Lot Sign Design

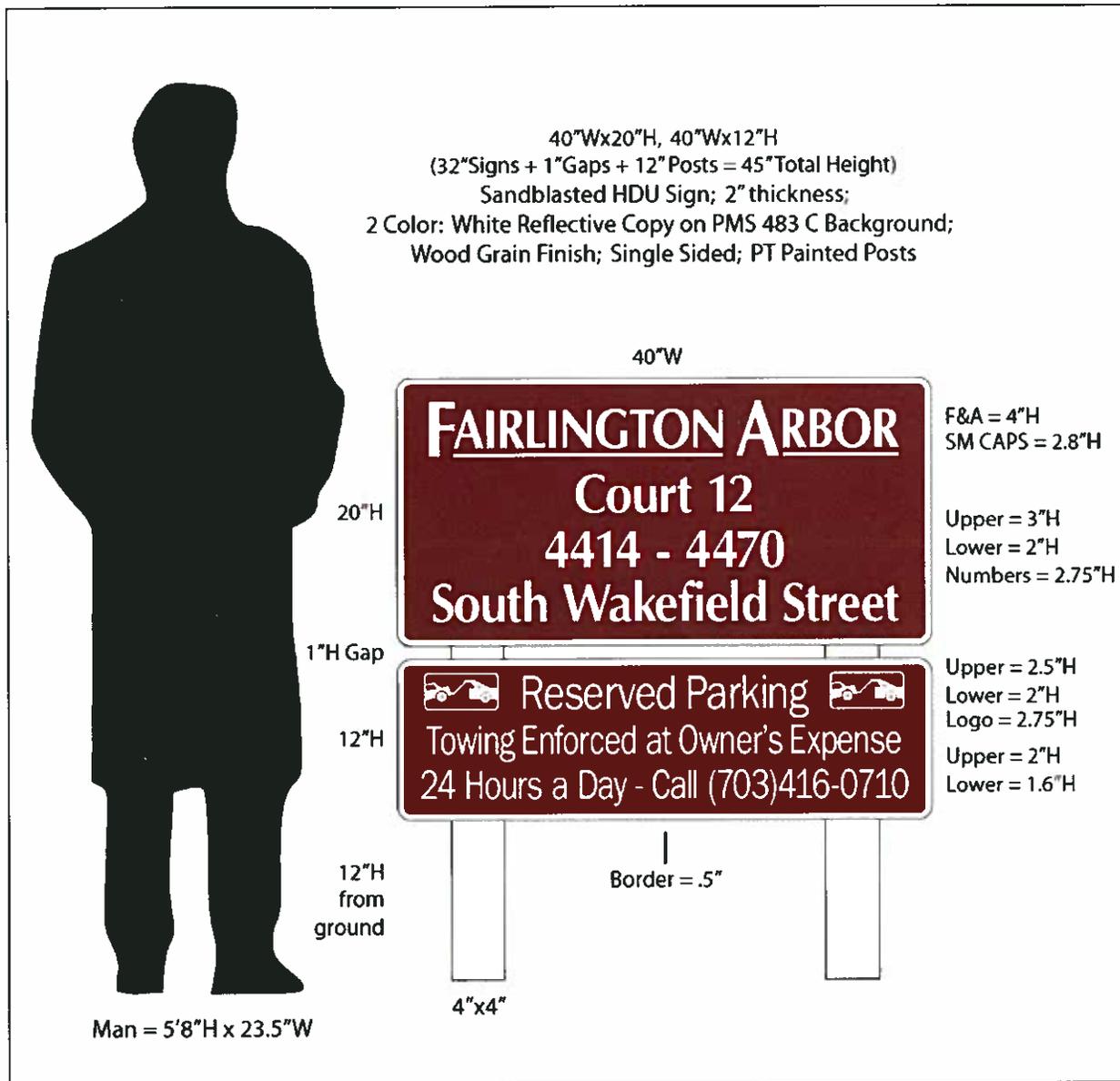


Exhibit D

Arbor Miscellaneous Sign Designs

Qty 1 - 23" W x 12" H Sandblasted HDU Sign; 2" thickness;
2 Color: White Reflective Copy on PMS 483 C Background;
Wood Grain Finish; Single Sided



Qty 1 - 36" W x 24" H Sandblasted HDU Sign; 2" thickness;
White Reflective Copy on PMS 483 C Background; PT Painted Posts



Qty 2 - 24" W x 16" H Sandblasted HDU Sign; 2" thickness;
White Reflective Copy on PMS 483 C Background; PT Painted Posts



Exhibit E

Sample of Current Arbor Signage

Photo #1: 29"Wx17.5"H



Photo #2: 29"Wx17"H

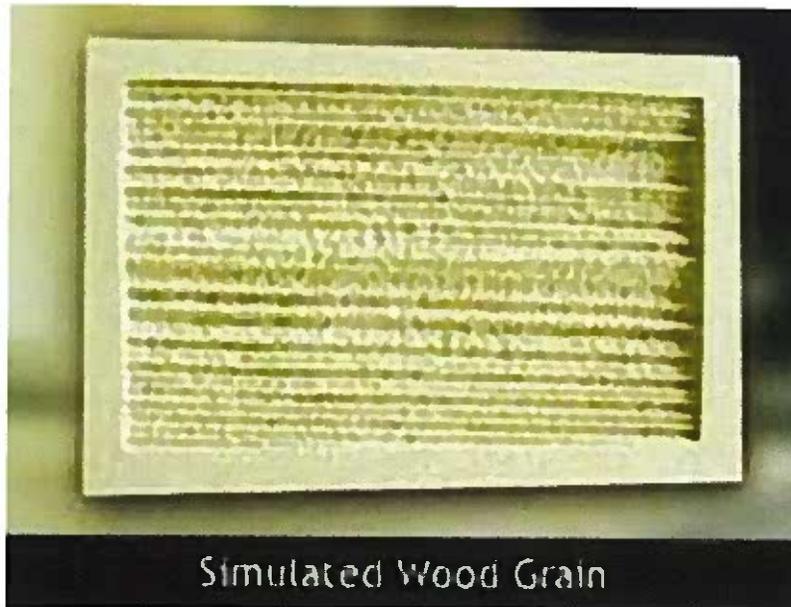


Photo #3: 18"Wx21.5"H



Exhibit F

Sample of Future Arbor Signage



Simulated Wood Grain

Exhibit G**Table of Future Sign Locations**

Sign #	Approximate Future Location	Arbor Court #	New Sign Message	New Material	New Sign Size	New Sign Area	Lighting
1	3410 S. Utah	1	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
2	3436 S. Utah	1	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
3	3488 S. Utah	2	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
4	3546 S. Utah	3	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
5	3617 S. Wakefield	4	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
6	4500 S. 36th	4	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
7	4453 S. 36th	5	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
8	4415 S. 36th	5	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
9	3501 S. Wakefield	6	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
10	3497 S. Wakefield	7	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
11	3407 S. Wakefield	8	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
12	4528 S. 34th	9	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
13	4500 S. 34th	9	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
14	4422 S. 34th	10	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
15	4414 S. 34th	10	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
16	3632 S. Taylor	11	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
17	4414 S. 36th	12	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
18	4410 S. 36th	12	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	No
19	3500 S. Utah (rear)		Pool Access Road	HDU	36"Wx45"H	24"Wx16"H	No
20	3472 A-1 S. Utah (rear)		Arbor Office	HDU	23"Wx45"H	23"Wx12"H	No
21	3435 S. Wakefield (rear)		Pet Ordinance	HDU	24"Wx45"H	24"Wx16"H	No

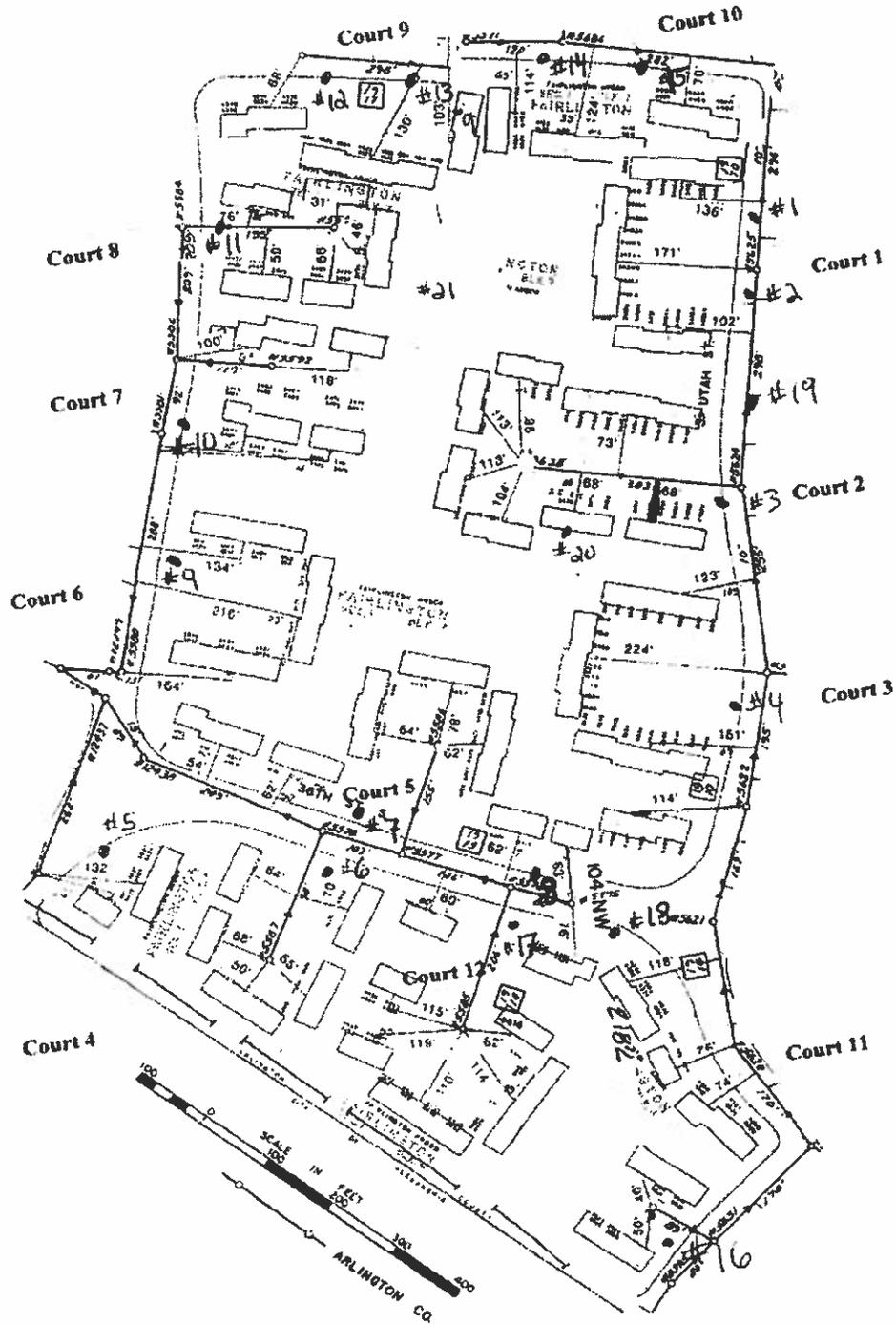
Exhibit G (cont.)

Table of Current Sign Locations

Sign #	Approximate Current Location	Arbor Court #	Current Sign Message	Current Material	Current Sign Size	Current Sign Area	Lighting
1	3410 S. Utah	1	Address	Wood	29"Wx46"H	29"Wx17"H	No
2	3410 S. Utah	1	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
3	3436 S. Utah	1	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
4	3440 S. Utah	2	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
5	3488 S. Utah	2	Address	Wood	29"Wx46"H	29"Wx17"H	No
6	3500 S. Utah	3	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
7	3546 S. Utah	3	Address	Wood	29"Wx46"H	29"Wx17"H	No
8	3601 S. Wakefield	4	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
9	3617 S. Wakefield	4	Address	Wood	29"Wx46"H	29"Wx17"H	No
10	3617 S. Wakefield	4	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
11	4500 S. 36th	4	Address	Wood	29"Wx46"H	29"Wx17"H	No
12	4522 S. 36th	4	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
13	4415 S. 36th	5	Address	Wood	29"Wx46"H	29"Wx17"H	No
14	4425 S. 36th	5	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
15	4453 S. 36th	5	Address	Wood	29"Wx46"H	29"Wx17"H	No
16	4453 S. 36th	5	Address	Wood	29"Wx46"H	29"Wx17"H	No
17	3501 S. Wakefield	6	Address	Wood	29"Wx46"H	29"Wx17"H	No
18	3459 S. Wakefield	7	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
19	3497 S. Wakefield	7	Address	Wood	29"Wx46"H	29"Wx17"H	No
20	3497 S. Wakefield	7	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
21	3407 S. Wakefield	8	Address	Wood	29"Wx46"H	29"Wx17"H	No
22	3453 S. Wakefield	8	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
23	4500 S. 34th	9	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
24	4528 S. 34th	9	Address	Wood	29"Wx46"H	29"Wx17"H	No
25	4530 S. 34th	9	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
26	4422 S. 34th	10	Address	Wood	29"Wx46"H	29"Wx17"H	No
27	4432 S. 34th	10	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
28	3632 S. Taylor	11	Address	Wood	29"Wx46"H	29"Wx17"H	No
29	3632 S. Taylor	11	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
30	4410 S. 36th	12	Address	Wood	29"Wx46"H	29"Wx17"H	No
31	4410 S. 36th	12	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
32	4414 S. 36th	12	Address	Wood	29"Wx46"H	29"Wx17"H	No
33	4464 S. 36th	12	Parking/Towing	Wood	18"Wx46"H	18"Wx21.5"H	No
34	3500 S. Utah (rear)		Pool Access Road	Wood	29"Wx45"H	29"Wx17.5"H	No

Exhibit H (cont.)

Map of Future Sign Locations



Fairlington Arbor

Exhibit I

Photos of Future Sign Locations

Note: Future sign locations are near given address.

Sign #1: Court 1-A
Location: 3410 South Utah Street



Sign #2: Court 1-B
Location: 3436 South Utah Street



Exhibit I (cont.)

Fairlington Arbor Sign Locations

Sign #3: Court 2
Location: 3488 South Utah Street



Sign #4: Court 3
Location: 3546 South Utah Street



Exhibit I (cont.)

Fairlington Arbor Sign Locations

Sign #5: Court 4-A
Location: 3617 South Wakefield Street



Sign #6: Court 4-B
Location: 4500 South 36th Street



Exhibit I (cont.)

Fairlington Arbor Sign Locations

Sign #7: Court 5-A
Location: 4453 South 36th Street



Sign #8: Court 5-B
Location: 4415 South 36th Street



Exhibit I (cont.)

Fairlington Arbor Sign Locations

Sign #9: Court 6

Location: 3501 South Wakefield Street



Sign #10: Court 7

Location: 3497 South Wakefield Street



Exhibit I (cont.)

Fairlington Arbor Sign Locations

Sign #11: Court 8
Location: 3407 South Wakefield Street



Sign #12: Court 9-A
Location: 4528 South 34th Street



Exhibit I (cont.)

Fairlington Arbor Sign Locations

Sign #13: Court 9-B
Location: 4500 South 34th Street



Sign #14: Court 10-A
Location: 4422 South 34th Street



Exhibit I (cont.)

Fairlington Arbor Sign Locations

Sign #15: Court 10-B
Location: 4414 South 34th Street



Sign #16: Court 11
Location: 3632 South Taylor Street



Exhibit I (cont.)

Fairlington Arbor Sign Locations

**Sign #17: Court 12-A
Location: 4414 South 36th Street**



**Sign #18: Court 12-B
Location: 4410 South 36th Street**



Exhibit I (cont.)

Fairlington Arbor Sign Locations

**Sign #19: Pool Access Road
Location: 3500 South Utah Street (rear)**



**Sign #20: Arbor Office Sign
Location: 3472-A-1 South Utah Street (rear)**

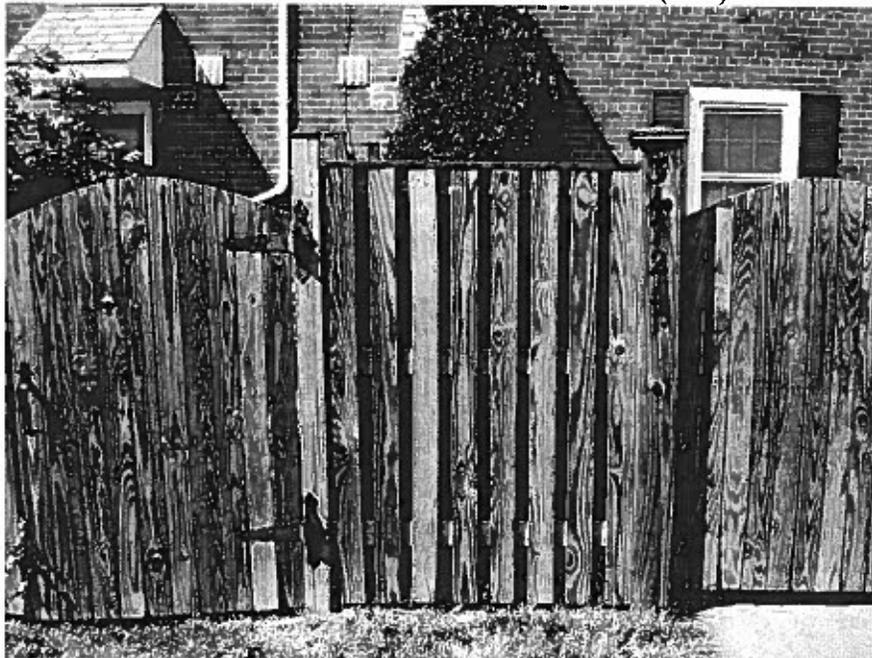


Exhibit I (cont.)

Fairlington Arbor Sign Locations

Sign #21: Pet Ordinance

Location: 3435 South Wakefield Street (rear)



Fairlington Arbor

Updated Tables of Future & Current Sign Locations

October 13, 2011

Table of Fairlington Arbor Future and Current Sign Locations

Sign #	Approximate Future Location	Arbor Court #	New Sign Message	New Material	New Sign Size (Sign & Post)	New Sign Size (Sign & Post)	New Sign Area (Sign Only)	New Sign Area - sq ft (Sign Only)	Lighting
1	3410 S. Utah	1	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
2	3436 S. Utah	1	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
3	3488 S. Utah	2	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
4	3546 S. Utah	3	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
5	3617 S. Wakefield	4	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
6	4500 S. 36th	4	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
7	4453 S. 36th	5	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
8	4415 S. 36th	5	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
9	3501 S. Wakefield	6	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
10	3497 S. Wakefield	7	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
11	3407 S. Wakefield	8	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
12	4528 S. 34th	9	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
13	4500 S. 34th	9	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
14	4422 S. 34th	10	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
15	4414 S. 34th	10	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
16	3632 S. Taylor	11	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
17	4414 S. 36th	12	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
18	4410 S. 36th	12	Address/Parking/Towing	HDU	40"Wx45"H	12.5 sq ft	40"Wx33"H	9.16 sq ft	No
19	3500 S. Utah (rear)		Pool Access Road	HDU	36"Wx45"H	11.25 sq ft	24"Wx16"H	2.6 sq ft	No
20	3472 A-1 S. Utah (rear)		Arbor Office	HDU	23"Wx45"H	7.18 sq ft	23"Wx12"H	1.91 sq ft	No
21	3435 S. Wakefield (rear)		Pet Ordinance	HDU	24"Wx45"H	7.5 sq ft	24"Wx16"H	2.6 sq ft	No

Table of Fairlington Arbor Future and Current Sign Locations

Sign #	Approximate Current Location	Arbor Court #	Current Sign Message	Current Material	Current Sign Size (Sign & Post)	Current Sign Size - sq ft (Sign & Post)	Current Sign Area (Sign Only)	Current Sign Area - sq ft (Sign Only)	Lighting
1	3410 S. Utah	1	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
2	3410 S. Utah	1	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
3	3436 S. Utah	1	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
4	3440 S. Utah	2	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
5	3488 S. Utah	2	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
6	3500 S. Utah	3	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
7	3546 S. Utah	3	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
8	3601 S. Wakefield	4	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
9	3617 S. Wakefield	4	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
10	3617 S. Wakefield	4	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
11	4500 S. 36th	4	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
12	4522 S. 36th	4	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
13	4415 S. 36th	5	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
14	4425 S. 36th	5	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
15	4453 S. 36th	5	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
16	4453 S. 36th	5	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
17	3501 S. Wakefield	6	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
18	3459 S. Wakefield	7	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
19	3497 S. Wakefield	7	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
20	3497 S. Wakefield	7	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
21	3407 S. Wakefield	8	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
22	3453 S. Wakefield	8	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
23	4500 S. 34th	9	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
24	4528 S. 34th	9	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
25	4530 S. 34th	9	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
26	4422 S. 34th	10	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
27	4432 S. 34th	10	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
28	3632 S. Taylor	11	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
29	3632 S. Taylor	11	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
30	4410 S. 36th	12	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
31	4410 S. 36th	12	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
32	4414 S. 36th	12	Address	Wood	29"Wx46"H	9.26 sq ft	29"Wx17"H	3.42 sq ft	No
33	4464 S. 36th	12	Parking/Towing	Wood	18"Wx46"H	5.75 sq ft	18"Wx21.5"H	2.68 sq ft	No
34	3500 S. Utah (rear)		Pool Access Road	Wood	29"Wx45"H	9.06 sq ft	29"Wx17.5"H	3.52 sq ft	No

Fairlington Arbor
Arlington, Virginia
Comprehensive Sign Plan
Amendment: November 22, 2011

Exhibit A

Arbor “Pool Access Road” Sign Design

Qty 1 - 24”W x 24”H
Sandblasted HDU Sign;2” thickness;
White Reflective Copy on PMS 483 C;
Wood Grain Finish; Single Sided;
PT Painted Posts



Exhibit B

Updated Table of Future Sign Dimensions & Locations

Sign #	Approximate Future Location	Arbor Court #	New Sign Message	New Material	New Sign Size (Sign & Post)	New Sign Area (Sign Only)	New Sign Size (Sign & Post)	New Sign Area (Sign Only)	New Sign Area (Sign Only)	Lighting
1	3410 S. Utah	1	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
2	3436 S. Utah	1	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
3	3488 S. Utah	2	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
4	3546 S. Utah	3	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
5	3617 S. Wakefield	4	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
6	4500 S. 36th	4	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
7	4453 S. 36th	5	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
8	4415 S. 36th	5	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
9	3501 S. Wakefield	6	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
10	3497 S. Wakefield	7	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
11	3407 S. Wakefield	8	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
12	4528 S. 34th	9	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
13	4500 S. 34th	9	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
14	4422 S. 34th	10	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
15	4414 S. 34th	10	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
16	3632 S. Taylor	11	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
17	4414 S. 36th	12	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
18	4410 S. 36th	12	Address/Parking/Towing	HDU	40"Wx45"H	40"Wx33"H	12.5 sq ft	40"Wx33"H	9.167 sq. ft.	No
19	3500 S. Utah (rear)		Pool Access Road	HDU	24"Wx45"H	24"Wx24"H	7.5 sq ft	24"Wx24"H	4 sq. ft.	No
20	3472 A-1 S. Utah (rear)		Arbor Office	HDU	23"Wx45"H	23"Wx12"H	7.18 sq ft	23"Wx12"H	1.92 sq. ft.	No
21	3435 S. Wakefield (rear)		Pet Ordinance	HDU	24"Wx45"H	24"Wx16"H	7.5 sq ft	24"Wx16"H	2.67 sq. ft.	No

RESOLUTION

(1) AUTHORIZING A BONA FIDE OFFER TO PURCHASE THE LAND AND IMPROVEMENTS AT 2020 14TH STREET NORTH IN ARLINGTON COUNTY, (2) APPROVING AN AGREEMENT OF SALE TO BE SENT WITH THE BONA FIDE OFFER TO THE OWNER OF THAT PROPERTY, (3) AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT OF SALE ON BEHALF OF THE COUNTY BOARD, (4) AUTHORIZING THE ACQUISITION, FOR PUBLIC PURPOSES AND BY EMINENT DOMAIN, OF THE PARCELS OF REAL ESTATE WITH IMPROVEMENTS, KNOWN AS LOTS 3 & 4, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, AT PAGE 50, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA, WHICH PORTION CONTAINS 11,000 SQUARE FEET, MORE OR LESS, AND ALL OF THOSE PORTIONS OF LOTS 1 & 2, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, CONTAINING 10,311 SQUARE FEET, MORE OR LESS, AS SHOWN ON A PLAT ATTACHED TO A DEED RECORDED IN DEED BOOK 1129, AT PAGE 535, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA, WHICH LOTS ARE LOCATED AT 2020 14TH STREET NORTH, ARLINGTON, VIRGINIA, 22201, AND FURTHER IDENTIFIED AS RPC # 17-016-012 & # 17-016-013, AND WHICH PARCELS CONSIST OF A TOTAL OF 21,311 SQUARE FEET, SUBJECT TO AND EXCEPTING FROM ACQUISITION BY EMINENT DOMAIN CERTAIN LEASES IDENTIFIED IN THIS RESOLUTION, AND (5) APPROPRIATING \$14 MILLION FROM THE UTILITIES FUND PAYG ACCOUNT (FUND 519) TO THE GENERAL FUND PAYG ACCOUNT (FUND 313) AS A TEMPORARY LOAN PENDING REIMBURSEMENT TO THE UTILITIES FUND PAYG ACCOUNT BY THE ISSUANCE OF REVENUE BONDS THROUGH THE ARLINGTON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY.

BE IT RESOLVED by the County Board of Arlington County, Virginia (“County Board”), that:

1. The County Board intends to acquire a parcel of real property, with improvements thereon and appurtenances thereunto belonging, known as Lots 3 & 4, Block 14, of the Subdivision of Ft. Myer Heights, as said Subdivision is Shown on a Plat Recorded in Deed Book N-4, at Page 50, Among the Land Records of Arlington County, Virginia, which portion contains 11,000 square feet, more or less, and All of Those Portions of Lots 1 & 2, Block 14, of the Subdivision of Ft. Myer Heights, Containing 10,311 Square Feet, More or Less, as Shown on a Plat Attached to a Deed Recorded in Deed Book 1129, at Page 535, Among the Land Records of Arlington County, Virginia, which lots are located at 2020 14th Street North, Arlington, Virginia, 22201, and further identified as RPC # 17-016-012 & # 17-016-013) (hereinafter collectively “Property”), for public purposes, which proposed purposes will enhance the public health, convenience and welfare, and subject to and excepting from acquisition by eminent domain certain leases identified herein; and,

2. The Property is more fully shown on a plat entitled “ALTA/ACSM Land Title

Survey Part Lot 1, Part Lot 2, Lot 3, Lot 4 of Block 14, Fort Myer Heights D.B. N-4, PG. 50 Being the Property of BREOF THOMAS REO, LLC. D.B. 4070, PG. 790 Arlington County, Virginia”, dated October 19, 2011, prepared by Robert L. Franca, Land Surveyor, which plat is attached to this Resolution as **Exhibit A** and made a part hereof by this reference, the Property being more particularly described as follows:

PARCEL A: LOT 4, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

PARCEL B: LOT 3, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AND ALL THOSE PORTIONS OF LOTS 1 AND 2, IN BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, CONTAINING 10,311 SQUARE FEET, MORE OR LESS, AND SHOWN ON A PLAT ATTACHED TO A DEED RECORDED IN DEED BOOK 1129, PAGE 535.

SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF N. TROY STREET (FORTY FEET WIDE), SAID POINT BEING A COMMON CORNER WITH THE WOODBURY HEIGHTS CONDOMINIUM, S 83° 21' 25" W, 110.00 FEET TO A DRILL HOLE FOUND, SAID POINT LYING IN THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC.;

THENCE RUNNING WITH THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC., N 6° 38' 35" W, 2.00 FEET TO A DRILL HOLE FOUND AND S 83° 21' 25" W, 99.53 FEET TO A DRILL HOLE SET IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD (WIDTH VARIES);

THENCE RUNNING WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD THE FOLLOWING THREE COURSES AND DISTANCES:

1. WITH A CURVE TO THE LEFT OF RADIUS 59.84 FEET, HAVING A CENTRAL ANGLE OF 18° 34' 26", A CHORD OF 19.31 FEET, CHORD BEARING OF N 17° 50' 36" W AND AN ARC LENGTH OF 19.40 FEET TO A DRILL HOLE SET;
2. THENCE WITH A CURVE TO THE RIGHT OF RADIUS 50.84 FEET, HAVING A CENTRAL ANGLE OF 20° 29' 14", CHORD OF

- 18.08 FEET, CHORD BEARING OF N 16° 53' 12" W, AND AN ARC LENGTH OF 18.18 FEET TO A DRILL HOLE SET;
3. THENCE N 6° 38' 35" W, 61.26 FEET TO A PK NAIL SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH (FIFTY FEET WIDE);

THENCE RUNNING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH, N 83° 21' 25" E 216.50 FEET TO A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH TROY STREET;

THENCE RUNNING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH TROY STREET, S 6° 38' 35" E, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,311 SQUARE FEET OF LAND OR 0.489 ACRES.

BEING THE SAME PROPERTY DESCRIBED IN DEED BOOK 4070, PAGE 790 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

3. The property and leased premises which need to be acquired by eminent domain before the leases' expiration or termination by their terms is the Property LESS AND EXCEPT the following leases which are not to be extinguished by eminent domain:

(a) Standard Commercial Shopping Center Lease between A & A Thomas, Inc., and Sagebrush, Inc., dated July 1994, as subsequently assigned, assumed and amended, and now between BREOF Thomas REO, LLC, and Vintage Restaurant Inc., relating to leased premises referred to in the Fourth Amendment to Commercial Shopping Center Lease dated May 5, 2011, as "(a) the "Existing Premises", located on the lower level of the Building ... and consisting of: (i) approximately 3,983 usable square feet of space ... and (ii) approximately 450 usable square feet of storage space ...; and (b) approximately 224 usable square feet of storage space ... located in the garage of the building located at 2020 N. 14th Street" plus "... (i) approximately 302 usable square feet of storage space ... and (ii) approximately 265 usable square feet of space ...", altogether "... containing a total of approximately 5,000 usable square feet.";

(b) Deed of Lease for Retail Space between BREOF Thomas REO, LLC, and Lena Kachechian and Yssay Kachechian, dated January 1, 2008, relating to leased premises referred to therein as "Suite # A located on a portion of the first (1st) floor of the Building, which is deemed to consist of one thousand one hundred ninety two (1,192) square feet of Net Rentable Area";

(c) Deed of Lease Agreement between A & A Thomas, Inc., and Abendroth & Davies, Inc., dated November 11, 1997, as subsequently assigned, assumed and amended, and now between BREOF Thomas REO, LLC, and Courthouse Deli, Inc., relating to leased premises referred to therein as "space (containing 3,274 square feet of

floor area) ... located in a building ... at 2020 North 14th Street, Suite 150 ...”;

(d) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Proteus, Inc., dated November 30, 2006, as may have been subsequently assigned, assumed and amended, relating to leased premises referred to therein as “Suite #500 located on a portion of the 5th floor of the Building, which is deemed to consist of 4,064 square feet of Net Rentable Area”;

(e) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Danoffice, Inc., executed by the landlord on July 9, 2009, as may have been subsequently assigned, assumed and amended, relating to leased premises referred to therein as “Suite 520 located on a portion of the 5th Floor of the Building, which is deemed to consist of 1,034 square feet of Net Rentable Area”;

(f) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Ronald L. Hiss and Harry A. Dennis, III, dated February 2007, relating to leased premises referred to therein as “Suite #530 located on a portion of the fifth (5th) floor of the Building, which is deemed to consist of 1,461 square feet of Net Rentable Area”;

(g) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and QuanTech, Inc., dated January 15, 2010, relating to leased premises referred to therein as “Suite #560 located on a portion of the fifth (5th) floor of the Building, which is deemed to consist of 2,919 square feet of Net Rentable Area”;

(h) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Wakefield Research, LLC, dated December 2009, as subsequently amended by First Amendment to Deed of Lease dated May 23, 2011, relating to leased premises referred to in the First Amendment as “certain premises on the sixth (6th) floor of the Building containing approximately two thousand three hundred twelve (2,312) square feet of Net Rentable Area, known as Suite 600”;

(i) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Apexotech, LLC, dated November 19, 2008, as may have been amended, relating to leased premises referred to therein as “Suite 620 located on a portion of the 6th floor of the Building, which is deemed to consist of 2,312 square feet of Net Rentable Area”;

(j) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Theobald Bufano & Associates, P.C., dated November 19, 2007, relating to leased premises referred to therein as “Suite # 640 located on a portion of the sixth (6th) floor of the Building, which is deemed to consist of two thousand two hundred seven (2,207) square feet of Net Rentable Area”;

(k) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and The YEM Trust, dated July 26, 2010, relating to leased premises referred to therein as “Suite #660 located on a portion of the sixth floor of the Building, which is deemed to consist of 3,857 square feet of Net Rentable Area”;

(l) Deed of Lease For Office Space between BREF Thomas REO, LLC, and The Crash Foundation, dated November 14, 2006, and as amended by a First Amendment to Deed of Lease dated October 19, 2009, relating to leased premises referred to in the Deed of Lease as “Suite #710 located on a portion of the seventh floor of the Building, which is deemed to consist of 888 square feet of Net Rentable Area”;

(m) Deed of Lease Agreement by and between A&A Thomas, L.L.C., and Ignited Solutions, L.L.C., dated June 29, 2004, as amended by First Amendment to Deed of Lease Agreement dated November 22, 2005, by Second Amendment to Deed of Lease Agreement dated April 1, 2007, and by Third Amendment to Deed of Lease Agreement dated November 1, 2010, relating to leased premises referred to in the Lease Agreement and Amendments as “containing approximately 947 square feet of floor area located in suite 720 on the seventh (7th) floor”, “Suite 730, comprised of 2,137 rentable square feet”, “Suite 760 located on the seventh (7th) floor of the Building containing a total of approximately one thousand eighty-one (1,081) rentable square feet”, and “Suite 700 located on the seventh (7th) floor of the Building, containing approximately four thousand thirty-one (4,031) rentable square feet of office space”; and

(n) Deed of Lease For Office Space between BREF Thomas REO, LLC, and Equity Trustees, L.L.C., and Bierman, Geesing & Ward, LLC, dated August 20, 2009, relating to premises referred to therein as “Suite # 750 located on a portion of the seventh floor of the Building, which is deemed to consist of 2,425 square feet of Net Rentable Area”.

The Property, less and except the aforementioned leases, is referred to hereinafter collectively as the “Condemned Property”.

4. The Property is needed by the County Board for the following public uses: County office space; space for a comprehensive homeless services center and year-round homeless shelter; and County vehicular fleet storage and parking space.

5. The County Board is authorized by, *inter alia*, Code of Virginia (1950, as amended) §§ 15.2-734, -1800, -1901, -1901.1, and -1903, and other laws of the Commonwealth of Virginia, to acquire interests in private real property for the purpose of carrying out the County Board’s powers and duties, and to acquire interests in private real property by condemnation whenever, in the opinion of the County Board, a public necessity exists therefor; and

6. The County Board is of the opinion, and hereby determines and finds, that:

(a) a public necessity exists for the acquisition of the Condemned Property for public purposes, in order to provide County office space; space for a comprehensive homeless services center and year-round homeless shelter; and County vehicular fleet storage and parking space;

(b) there is a public necessity for the County to acquire the Condemned Property in order to: (i) meet the County's need for County office space in the Courthouse submarket; (ii) enhance the public health, convenience, and welfare by providing a comprehensive homeless services center and year-round homeless shelter; and (iii) provide County vehicular fleet storage and parking space;

(c) the Condemned Property shall be used for County office space; space for a comprehensive homeless services center and year-round homeless shelter; and County vehicular fleet storage and parking space; and

(d) such public uses are acceptable to and approved by the County Board; and

(e) the County Board has reviewed this acquisition for purposes of complying with § 1-219.1 of the Code of Virginia, 1950, as amended; and,

7. The record owner of the Property, as indicated by the records of the Clerk of the Circuit Court of Arlington County, Virginia, is BREOF THOMAS REO, LLC, a Delaware limited liability company ("Record Owner"); and,

8. The appraised value of the Property as of October 4, 2011, was Twenty-Five Million Five Hundred Thousand Dollars (\$25,500,000); and,

9. The County Board hereby: authorizes and directs the County Manager or her designee to make a bona fide offer to the owner of the Property in order to acquire the Property; approves the Agreement of Sale attached hereto as **Exhibit B** to accompany the bona fide offer; and, if such offer is accepted, authorizes the County Manager to execute the Agreement of Sale on the County Board's behalf after such Agreement has been first executed by the owner; and

10. If such effort to purchase the Property is ineffectual or unsuccessful, or if the terms of a purchase are not agreed upon or consent to purchase is not obtained, then the County Board authorizes and directs the County Attorney, or any attorney employed by him, or other attorney as may be retained by the County Board (collectively "Attorney"), to institute and conduct, in the name of the County Board, condemnation proceedings, in the Circuit Court of Arlington County, Virginia, to acquire a fee simple interest in the Condemned Property, pursuant to the applicable provisions of the Code of Virginia (1950, as amended), namely Title 25.1, Chapters 1 and 2; and

11. The County Manager or her designee is authorized and directed to verify the petition to be filed to commence acquisition of the Condemned Property by condemnation, and to execute, on behalf of the County Board, all such other documents as are necessary to effectuate and finally conclude such proceedings. The Attorney is authorized to take all such actions as may be necessary to conduct the proceedings consistent with this Resolution and any subsequent action of the County Board regarding this matter; and

12. The County Board hereby appropriates \$14 million from the Utilities Fund PAYG account (fund 519) to the General Fund PAYG account (fund 313) as a temporary loan pending

reimbursement to the Utilities Fund PAYG account by the issuance of revenue bonds through the Arlington County Industrial Development Authority.

ADOPTED THIS _____ DAY OF _____ 2011.

THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA,

By: _____
Chair

Attest:

Clerk of the County Board

EXHIBIT B
AGREEMENT OF SALE

This AGREEMENT OF SALE (the "Agreement") is made on _____, 20__ by and between BREOF THOMAS REO, LLC, a Delaware limited liability company ("Seller"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Purchaser").

In consideration of \$10.00 cash in hand paid and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual benefits to be received by the parties, Seller agrees to sell, and Purchaser agrees to buy pursuant to the terms and conditions of this Agreement, in fee simple absolute, all that land, together with the improvements thereon, situate, lying and being in Arlington County, Virginia, and being more particularly described in paragraph 1 below:

1. THE PROPERTY: The "Property", known as 2020 14th Street North, and identified by Arlington County, Virginia Real Property Code Numbers 17-016-012 and 17-016-013, is more particularly described in the legal description attached hereto as EXHIBIT A TO AGREEMENT OF SALE, and more particularly shown and described on the ALTA/ACSM survey attached hereto as EXHIBIT B TO AGREEMENT OF SALE.

2. PRICE: The total purchase price of the Property is Twenty-five Million Five Hundred Thousand and 00/100ths Dollars (\$25,500,000.00), subject to adjustments as provided for in this Agreement, to be paid by Purchaser to Seller as set forth hereafter (the "Purchase Price").

3. SETTLEMENT:

- a. The settlement of the sale of the Property in accordance with this Agreement (the "Settlement" or "Settlement Date") shall take place within thirty (30) days after the completion of the requirements of paragraph 10 (Hazardous Materials), unless extended to meet the conditions and requirements of paragraph 5 (Title), paragraph 11 (Survey), or as provided in paragraph 3b.
- b. The Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services is authorized to extend the Settlement Date on behalf of the Purchaser pursuant to any provision of this Agreement, or upon written agreement of the Seller and Purchaser.

- c. Settlement shall take place in the offices of Walker Title, LLC, 11781 Lee Jackson Memorial Highway, Suite 300, Fairfax, Virginia 22033 or such other place as the Purchaser may designate (the "Settlement Agent").
- d. On or before Settlement, Purchaser shall deliver good and sufficient funds to the Settlement Agent for the Purchase Price and settlement costs. The settlement proceeds due to Seller, after settlement costs proration and adjustments made pursuant to this Agreement, will be disbursed to Seller by the Settlement Agent's trustee check or wired funds upon the satisfactory completion of the bringdown of title and recording of the deed of conveyance. No less than thirty (30) days prior to Settlement, Seller shall provide the Settlement Agent with written authorization and documentation sufficient to permit the Settlement Agent to obtain accurate payoff amounts from the holder of any promissory note secured by the Property and/or other lien or encumbrances affecting the Property.
- e. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined by §1445 of the Internal Revenue Code, and is a resident of Virginia. At the time of Settlement, Seller shall execute before a notary public, as may be required, all necessary forms and affidavits stating the foregoing under penalty of perjury. Seller shall provide its true and correct address and United States Taxpayer Identification Number for a proper 1099 Internal Revenue Service Form and such other forms, where such information is required, together with an "Owner's Affidavit" prepared and provided by the Purchaser's title insurance company. Seller and Purchaser shall also execute such other settlement documents as are reasonably required by the Settlement Agent (*If Seller is a foreign person or is not a Virginia resident, then this subparagraph must be revised to so state*).
- f. Seller warrants and represents that it has the full legal right and authority to execute this Agreement and to convey the Property to Purchaser and to execute any and all other documents necessary or desirable to effectuate Seller's obligations pursuant to this Agreement of Sale. If additional signatures, authority or documentation is required by the title insurance company or the Settlement Agent, Seller shall promptly and at its own cost supply the same. If the Seller is a legal entity such as a corporation, partnership, limited liability company or is a fiduciary, such as a trustee, executor or administrator, then the Seller warrants and represents that it

has the authority to execute this Agreement on behalf of Seller, and to bind Seller to the terms of this Agreement.

- g. **DISCLOSURES: a. Choice of Settlement Agent: You have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement attorney who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.**

- h. **ESCROW, CLOSING, AND SETTLEMENT GUIDELINES: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement, or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act. (1997, c.716.)**

4. **ENCUMBRANCES:** Seller shall not, either by commission or omission, cause or permit the Property to be encumbered in any way after Seller's execution of this Agreement.

5. **TITLE:** Seller agrees to execute and deliver a good and sufficient Special Warranty deed with English Covenants of Title to the Property to Purchaser at Settlement. The Property shall be conveyed free and clear of all deeds of trust, judgments, liens, indebtedness or encumbrances, and without restrictions, easements, rights of way, covenants of record, title and survey exceptions, which, in the sole opinion of Purchaser, restrict or adversely affect the use of the Property by Purchaser for public

purposes (together "Title Exceptions"). In addition, title shall be marketable and fully insurable ("Marketability") at usual and normal rates by a highly reliable national title insurance company licensed to do business in the Commonwealth of Virginia and approved by Purchaser, and free of Title Exceptions. Seller shall, at its sole expense, remove any such Title Exceptions or objectionable Marketability matters prior to Settlement. So long as Seller is actively pursuing the removal of such Title Exceptions or objectionable Marketability matters in good faith, the Settlement Date shall be extended until such Title Exceptions or objectionable Marketability matters are corrected, at the sole option of Purchaser. If at any time Purchaser concludes that such Title Exceptions or objectionable Marketability matters cannot be removed in a timely and satisfactory fashion, then the Purchaser may declare this Agreement void, and neither party will have further rights or responsibilities hereunder.

6. CHARGES: Examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and Purchaser's attorney's fees are to be the cost of Purchaser. Seller shall pay for its own attorney's fees and costs, the preparation of the deed, the Virginia grantor tax, a reasonable settlement fee, the release of any liens or encumbrances against the Property, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters. Real estate taxes, water, sewer, utility and all other charges are to be pro-rated to the Settlement Date.

7. ELECTION REGARDING RELOCATION ASSISTANCE:
[INTENTIONALLY OMITTED].

8. DAMAGE PRIOR TO POSSESSION: Risk of loss shall be on Seller until the recordation of the deed. Seller shall maintain fire and casualty insurance on the Property in a face amount of not less than the Purchase Price until delivery of possession to Purchaser. If, prior to delivery of possession, the Property is damaged by fire or other casualty, Purchaser may, at Purchaser's sole option, terminate this Agreement. If Purchaser does not terminate this Agreement, Seller shall, at Settlement, assign to Purchaser all claims against insurers or other third parties, and Seller shall also cooperate with Purchaser in every respect in making and supporting a proof of loss and affecting the collection of insurance. This provision shall survive conveyance of the Property to Purchaser.

9. POSSESSION AT SETTLEMENT: Seller agrees to give possession of the Property to Purchaser at Settlement.

10. HAZARDOUS MATERIALS:

- a. Seller represents that, to the best of Seller's knowledge: (i) neither Seller, nor its predecessors in title, have disposed of, released, or deposited hazardous or toxic wastes or substances, including asbestos, regulated by the most stringent applicable Federal, State or Local environmental, health, and safety laws, regulations, ordinances, or standards ("Hazardous Materials") on or within any part of the Property; and (ii) Seller has no actual knowledge of any such disposal, release, or deposit of Hazardous Materials on or within any part of the Property. Seller further warrants that Seller has not disposed of, released, or deposited any Hazardous Materials originating on the Property, except as provided by law at a site or facility approved by Federal, or State or Local regulatory agencies for the disposal of such materials. These representations and warranties in this paragraph shall survive conveyance of the Property to Purchaser.
- b. Prior to Settlement, Purchaser may have the Property inspected by a contractor of Purchaser's choice for the presence of Hazardous Materials, including asbestos and lead based paint in amounts or forms in excess of the most stringent applicable Federal, State or local environmental, health and safety laws, regulations, ordinances, or standards. This inspection shall assume continued use of all improvements, if any, on the Property. The aforesaid inspection, together with any report, opinion or investigation of the Property for Hazardous Materials shall be referred to as the "Inspection Report."
- c. If the Inspection Report showed the presence of Hazardous Materials, a copy of the Inspection Report, including estimated cost of remediation or removal shall be sent to the Seller. The Seller shall notify Purchaser, with five (5) days of receipt of the Inspection Report, whether Seller shall remediate or remove such Hazardous Materials at its own expense, or whether Purchaser shall deduct the estimated cost for remediation or removal from the Purchase Price due at Settlement. If no written notice is received within the five (5) days, Seller shall be deemed to have chosen not to remove or remediate the Hazardous Materials and the estimated cost of removal or remediation shall be deducted from the Purchase Price.
- d. If the Seller chooses to remove or remediate the Hazardous Materials from the Property, the Seller will present certification acceptable to Purchaser and applicable Federal, State and local regulatory agencies, prior to Settlement verifying the completion of said removal or remediation. All

removal and remediation activities performed by or on behalf of the Seller, including certification as above, shall be completed within sixty (60) calendar days of the Seller's receipt of the Inspection Report, or such longer period as Purchaser in its sole discretion shall allow.

- e. Notwithstanding the forgoing, if the Inspection Report shows the presence of Hazardous Materials, Purchaser shall have the option, at any time after receipt of the Inspection Report, to:
 - (i) withdraw from this Agreement in writing and declare it null and void; or
 - (ii) notify the Seller that Purchaser shall proceed with the purchase of the Property and deduct Purchaser's estimated cost of removal of any Hazardous Materials or asbestos from the Purchase Price due at Settlement.
- f. If Purchaser is satisfied, in its sole discretion, that the Property is free of Hazardous Materials, or that the amount of such materials is not sufficient to prevent purchase of the Property, then Purchaser shall proceed with the purchase of the Property and Settlement shall take place in accordance with the terms and conditions of this Agreement.

11. SURVEY: The boundaries and acreage of the Property to be conveyed may be determined and depicted by a survey prepared by a registered land surveyor or engineer, conducted at the direction and expense of Purchaser. The survey may locate and depict all improvements, easements, rights of way, set backs, encroachments, flood plain and flood fringe areas and any other particulars which may be required by Purchaser. Purchaser shall provide Seller with a copy of the survey and, with a list of any matters which, in Purchaser's sole discretion, restrict or adversely affect Purchaser's intended use of the Property, encumber the Property, or otherwise adversely affect the marketability, use or enjoyment of the Property (all of the aforesaid being referred to as "Survey Exceptions"). Thereafter, Seller, at its own expense, shall remove any such Survey Exceptions prior to Settlement. Notwithstanding the foregoing, so long as Seller is actively pursuing the removal of Survey Exceptions in good faith, the Settlement Date shall be extended until such Survey Exceptions are corrected, at the option of Purchaser. If at any time Purchaser concludes that the Survey Exceptions cannot be removed in a timely and satisfactory fashion, then the Purchaser may declare this Agreement void, and neither party will have further rights or responsibilities hereunder.

12. INSPECTION OF PREMISES AND ADDITIONAL DOCUMENTS: Sellers will permit the agents, designees and employees of Purchaser access to the

and against any demand, suit, claim or liability, for any broker's, agent's or finder's fee asserted by any person or entity claiming to be engaged by or on behalf of Seller.

15. DAMAGES: In the event Seller fails or refuses to perform its obligations under this Agreement, including but not limited to its obligation to convey the Property, Purchaser shall be entitled to recover all of its costs and expenses incurred in connection with this Agreement, any breach of this Agreement, or the enforcement of this Agreement, including but not limited to its costs for the preparation of this Agreement, for all inspections, studies and surveys performed or contracted for in connection with this Agreement, and all of its attorney's fees and court costs incurred pursuant to this paragraph. In addition to the foregoing, Purchaser shall be entitled to all other damages it has suffered, in accordance with law. Without limiting or waiving the foregoing, Purchaser may also seek all remedies to which it is entitled in equity, including the right to an injunction or restraining order and the right to seek specific performance.

16. BINDING AGREEMENT: The parties to this Agreement mutually agree that it shall be binding upon them, and each of the respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein except as specifically provided herein; that this Agreement contains the final and entire agreement between the parties hereto; and that they shall not be bound by any terms conditions, statements, warranties or representations, oral or written, not contained herein.

17. APPLICABLE LAW: This Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia. All legal actions brought by either Purchaser or Seller concerning this Agreement shall be brought in the Arlington County Circuit Court, and in no other court.

WITNESS the following signatures by the following persons duly authorized to bind Seller and Purchaser, respectively:

SELLER: **BREOF THOMAS REO, LLC,**
A Delaware limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

My Commission expires: _____

PURCHASER: **THE COUNTY BOARD OF ARLINGTON COUNTY,**
VIRGINIA, a body corporate

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

My Commission expires: _____

Approved as to form:

County Attorney

EXHIBIT A TO AGREEMENT OF SALE
LEGAL DESCRIPTION

PARCEL A: LOT 4, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

PARCEL B: LOT 3, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AND ALL THOSE PORTIONS OF LOTS 1 AND 2, IN BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, CONTAINING 10,311 SQUARE FEET, MORE OR LESS, AND SHOWN ON A PLAT ATTACHED TO A DEED RECORDED IN DEED BOOK 1129, PAGE 535.

SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF N. TROY STREET (FORTY FEET WIDE), SAID POINT BEING A COMMON CORNER WITH THE WOODBURY HEIGHTS CONDOMINIUM, S 83° 21' 25" W, 110.00 FEET TO A DRILL HOLE FOUND, SAID POINT LYING IN THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC.;

THENCE RUNNING WITH THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC., N 6° 38' 35" W, 2.00 FEET TO A DRILL HOLE FOUND AND S 83° 21' 25" W, 99.53 FEET TO A DRILL HOLE SET IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD (WIDTH VARIES);

THENCE RUNNING WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD THE FOLLOWING THREE COURSES AND DISTANCES:

1. WITH A CURVE TO THE LEFT OF RADIUS 59.84 FEET, HAVING A CENTRAL ANGLE OF 18° 34' 26", A CHORD OF 19.31 FEET, CHORD BEARING OF N 17° 50' 36" W AND AN ARC LENGTH OF 19.40 FEET TO A DRILL HOLE SET;
2. THENCE WITH A CURVE TO THE RIGHT OF RADIUS 50.84 FEET, HAVING A CENTRAL ANGLE OF 20° 29' 14", CHORD OF 18.08 FEET, CHORD BEARING OF N 16° 53'

- 12" W, AND AN ARC LENGTH OF 18.18 FEET TO A DRILL HOLE SET;
3. THENCE N 6° 38' 35" W, 61.26 FEET TO A PK NAIL SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH (FIFTY FEET WIDE);

THENCE RUNNING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH, N 83° 21' 25" E 216.50 FEET TO A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH TROY STREET;

THENCE RUNNING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH TROY STREET, S 6° 38' 35" E, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,311 SQUARE FEET OF LAND OR 0.489 ACRES.

BEING THE SAME PROPERTY DESCRIBED IN DEED BOOK 4070, PAGE 790 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

EXHIBIT C TO AGREEMENT OF SALE
**LIST OF ADDITIONAL DOCUMENTS AND ITEMS TO BE DELIVERED BY SELLER
TO PURCHASER TO THE EXTENT EXISTING AND/OR IN SELLER'S POSSESSION**

1. Copies of any ongoing management contracts relating to the Property and a list of the management contracts, setting forth the title, date, parties, purpose, and term of each agreement;
2. Copies of all Leases, together with: (i) copies of all documents, agreements, and other writings relating to the Leases or the parties thereto; and (ii) a copy of the standard form of lease used to lease the Property;
3. Existing plans and specification for the Property, surveys, environmental studies, geotechnical studies, pest infestation reports, roof reports, engineering studies, and any inspection reports, engineering reports, and similar reports (including, without limitation, site plans and all structural, plumbing, electrical, mechanical, and civil plans, drawings, and specifications, including "as built" plans and drawings (if any));
4. Power, gas, water, sewer, and other utility (other than County utilities) bills for the last twelve (12) months and copies of any necessary permits for such Property;
5. Copies of all documents relating to any lawsuit currently affecting the Property or Seller and a summary of unresolved legal actions threatened in writing concerning the Property or Seller;
6. Copy of any warranties on equipment or service;
7. A Blanket Bill of Sale (the "Bill of Sale") conveying to Purchaser good title to the Personal Property and all other tangible property constituting the Property (the Bill of Sale shall include a list of all Personal Property transferred as part of this transaction), in as-is, where-is condition and without representation or warranty;
8. An assignment of Leases, Rents, and Security Deposits assigning to Purchaser the Leases, Rents, and the refundable Tenant Deposits;
9. A letter to the tenants prepared by Purchaser and executed by Seller stating that the Property has been sold to Purchaser, directing that all future rental payments be sent to Purchaser and stating that Purchaser will comply with all applicable laws with regard to tenant security deposits;
10. All documents required to be delivered pursuant to the Agreement of Sale;
11. All keys, combinations, and codes to all locks and security systems at the Property;
12. A statement that Seller has completed all work on all outstanding Tenant maintenance, repairs, and replacement requests, work orders and work tickets received or issued at least seven (7) days prior to Settlement, unless the Seller is awaiting parts or unless the parties have agreed to escrow funds as provided in Section 8(a).