



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of January 21, 2012

DATE: January 18, 2012

SUBJECT: SP #386 SITE PLAN AMENDMENT for the construction of a 201,627 square foot commercial building with 178,131 square feet of office space, 3,200 square feet of ground floor retail, a 12,985 square-foot black box theater, and a comprehensive sign plan in the C-O-2.5 zoning district under Section 36.H; located at 3901 N. Fairfax Drive. Property is approximately 45,508 square feet; Modifications of zoning ordinance requirements include: parking ratio, increased sign area, freestanding sign, changeable copy signage, and surface parking as an interim use, exclusions from density for the theater, below-grade storage and a below-grade fitness facility, bonus density for LEED Gold certification, affordable housing contribution, specific construction problems and techniques needed for the black box theater, open space and environmental amenities, and other modifications as necessary to achieve the proposed development plan (RPC# 14-030-057and -058).

APPLICANT:

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39.

C. M. RECOMMENDATION:

Adopt the attached ordinance to approve a site plan amendment to permit the construction of a 201,627 square foot commercial building with 178,131 square feet of office space, 3,200 square feet of ground floor retail, a 12,985 square-foot black box theater, and a comprehensive sign plan with modifications of zoning ordinance regulations for parking ratio, increased sign area, changeable copy signage, and surface parking as an interim use, exclusions from density for the theater, below-grade storage and a below-grade fitness facility, bonus density for LEED Gold certification, affordable housing contribution, and specific construction problems and techniques needed for the black box theater and open space and environmental amenities, subject to the conditions of the ordinance.

ISSUES: This is a request for an amendment to the Virginia Square Park Condominiums site plan (SP#386) originally approved on July 13, 2004 and last amended on November 27, 2007 (Club on Quincy), for one office building consisting of 178,131 square feet of office space, 3,200 square feet of ground floor retail, a 12,985 square-foot black box theater, and a comprehensive sign plan. Issues have been raised during the public review process of this site plan related to the Black Box Theater operations, the proposed plaza along Quincy Street, the streetscape design of 10th Street North and the proposed office building's design. A request for a freestanding sign was advertised as a part of the subject application; however, no freestanding sign is currently proposed.

SUMMARY: An amendment is proposed to the Club on Quincy site plan (SP #386) that would permit the development of a mixed-use office building in lieu of the previously approved mixed-use development consisting of a multi-family residential building with ground floor retail space, a Black Box Theater, and a new funeral home building. The proposed additional density, reallocation of density, and change in use to provide for a mixed-use office building constitutes a major amendment to the approved site plan consistent with the provisions of Section 36.H. of the Zoning Ordinance. The applicant is proposing to maintain the Black Box Theater use and a public plaza of over 12,000 square feet, both of which were previously approved. The current proposal, although a substantial change from the site plan amendment approved in 2007, better achieves the goals of the *Virginia Square Sector Plan*. Specific improvements of this application over the currently approved site plan include a change in the primary use of the building from residential to office, which was the use envisioned in the Sector Plan; a larger and improved Black Box Theater; a better pedestrian streetscape along 10th Street North; an enhanced plaza; the elimination of the funeral home; and a substantially improved LEED score from 26 points to certification at the Gold level. The additional density, reallocation of density, and change in use are appropriate and result in an improved overall plan for this block in Virginia Square and a significantly enhanced urban plaza, with a portion of 10th Street North functioning as an extension of the plaza. Therefore, staff recommends the County Board adopt the attached ordinance approving the subject site plan amendment, subject to all previously approved conditions, as amended, and the addition of conditions #28, 79, and 83 through 90.

BACKGROUND: In July 2004, the County Board approved a rezoning and a new site plan for the Virginia Square Park Condominiums (SP #386), a mixed-use residential building in Virginia

Square. The approval provided for the construction of 135 dwelling units, 2,648 square feet of ground floor retail, a community black box theater, a plaza, and retaining the existing funeral home. On November 27, 2007, the County Board approved a site plan amendment for 120 dwelling units, 2,705 square feet of ground floor retail, a community black box theater, a plaza, and a new funeral home building.

The following is additional information about the site and location:

Site: Located in the Virginia Square Metro station area, the site is 45,508 square feet (1.045 acres) and is located on the block generally bounded by 10th Street North to the north, North Pollard Street to the east, Fairfax Drive to the south, and North Quincy Street to the west. The site has frontage on all four of the abovementioned streets and is currently developed with a two-story brick funeral home and surface parking. Adjacent and surrounding land uses include:

- To the north: Across 10th Street North is the two-story Arlington County Central Library and Quincy Park, zoned "S-3A" and designated "Medium Office-Apartment-Hotel" on the General Land Use Plan (GLUP).
- To the west: Across North Quincy Street is Quincy Street Station (SP# 255), an eight (8)-story office building, and the Avalon at Ballston (SP#255), a ten (10)-story residential building. This site is zoned "R-C" and designated as "High-Medium Residential Mixed-Use" on the GLUP.
- To the east: Across North Pollard Street is Georgetown Medical (by-right), a four (4)-story office building, zoned "C-2" and designated "Medium Office-Apartment-Hotel" on the GLUP.
- To the south: Across Fairfax Drive is Quincy Plaza (SP# 358), a twenty one (21)-story residential building, zoned "RA-H-3.2" and designated "High Residential" on the GLUP.



Zoning: “C-O-2.5” Commercial Office Building – Hotel and Apartment District.

General Land Use Plan Designation: “Medium Office-Apartment-Hotel.” Maximum 2.5 FAR allowable office density, up to 115 units per acre apartment density, and up to 180 units per acre hotel density.

Neighborhood: Ballston – Virginia Square Civic Association.

Proposed Development: The following table sets forth the 2007 statistical information on the approved site plan and the preliminary current statistical summary for the proposed site plan amendment development:

Table 1. Statistical summary.

	2007 Approval	2011 Proposal
Total Site Area	45,508 sf (1.045 acres)	45,508 sf (1.045 acres)
Site area dedicated in fee for N. Pollard Street ¹	-	1,606 sf
Net site area	45,508 sf	43,902 sf
Density²		
Office GFA	12,009 sf (funeral home)	178,131 sf
Service/Utility	-	2,060 sf
Retail GFA	2,705 sf	3,200 sf
Residential GFA (units)	195,294 sf (120 units)	-
Total GFA	210,008 sf	183,391 sf
Total Office/Utility/Retail FAR	3.0 FAR	4.03 FAR

¹ Proposed GFA accounts for one time density credit for fee dedication of North Pollard Street site area.

² Density calculations include portion of North Pollard Street to be dedicated in fee to the County.

	2007 Approval	2011 Proposal
Total Residential Units/Acre	128.75 units/ac	-
“C-O-2.5” maximum permitted commercial GFA per allocated site area	10,007.5 sf	113,770 sf
“C-O-2.5” maximum permitted commercial FAR per allocated site area	2.5 FAR	2.5 FAR
“C-O-2.5” maximum permitted units	107 units	-
“C-O-2.5” maximum permitted units/acre per allocated site area	115 un/ac	-
Total Bonus Density	2,452.4 sf (commercial), 12.8 du	69,621 sf
Affordable Housing	1,226.2 sf (commercial), 2.1 du	(.25 FAR) 11,377 sf
LEED Gold	-	(.35 FAR) 15,928 sf
Community Facilities	1,226 sf (commercial), 10.7 du	-
Construction Problems & Techniques/ Open Space Amenities	-	(.93 FAR) 42,316 sf
Total Density Exclusions	12,083 sf	18,236 sf
Below-grade Storage	1,002 sf	3,484 sf
Below-grade Fitness Facility	-	1,767 sf
Black Box Theater Facility	11,081 sf	12,985 sf
Building Height		
Average site elevation ³	262.2 ft	262.05 ft
Main roof elevation	387.3 ft	385.40 ft
Main roof height	125 ft	123.35 ft
Penthouse roof elevation	403.2 ft	401.40 ft
Penthouse roof height	141 ft	139.35 ft
Penthouse height	16 ft	16 ft
Number of stories	12 stories	9 stories
“C-O-2.5” Maximum Permitted Height	12 stories	12 stories
Virginia Square Sector Plan Maximum Height	12 stories or 125 feet	12 stories or 125 feet
Va. Sq. Sector Plan Maximum Penthouse Height	16 feet	16 feet
Parking		
Total parking spaces	232 spaces	250 spaces
Office Parking Spaces	-	227 spaces
Parking Ratio	-	1 sp/785 sf
Retail Parking Spaces	-	6 spaces
Parking Ratio	-	1 sp/580 sf
Standard site plan office and retail parking	-	313 spaces
Standard site plan comm. parking ratio	-	1 sp/580 sf
Black Box Theater Parking Spaces	25 spaces ⁴	17 spaces ⁵
Theater Parking per Z.O.	25 spaces	50 spaces
Theater Parking Ratio per Z.O.	1 sp/3 seats	1 sp/3 seats
Office Compact Ratio	8.7%	11.5%
Maximum Office Compact Ratio per Z.O.	15%	15%
LEED Score	26	60 (Gold)
Coverage	59%	52.5%

³ Difference in A.S.E based on two different surveys for the site.

⁴25 spaces designated for theater and balance of required theater parking to be shared with funeral home use.

⁵17 parking spaces designated for theater and balance of required theater parking to be shared with office use.

Site and Design: Under the proposed site plan amendment, the site design and layout, in terms of the placement of the building on the site, would generally remain consistent with the approved 2007 plan. The office lobby is located along Fairfax Drive, between the retail and Black Box Theater. The main entrance to the Black Box Theater is proposed along Fairfax Drive near the intersection with North Pollard Street. Along North Quincy Street is the plaza. 3,200 square feet of retail is located along the majority of the plaza with a small portion wrapping to the south onto Fairfax Drive.

The concept design for the landscaped plaza has been revised, including the overall layout and location of the water feature. The water feature also is proposed as a zero-depth water feature. The 2007 approved plaza is 12,082 square feet, and the current proposal is slightly larger at 12,325 square feet.

Under the *Virginia Square Sector Plan*, the segment of 10th Street North between North Quincy and North Pollard Streets is classified as a civic space/open space, as is the proposed plaza. In this sense, 10th Street North is intended to function as an “extension” of the plaza. The applicant has agreed to provide improvements to 10th Street, including low impact development bioretention tree pits and an enhanced street paving pattern that is coordinated with the design concept for the plaza.

Adopted Plans and Policies: Both the General Land Use Plan and the *Virginia Square Sector Plan* guide development on the subject site.

General Land Use Plan and Zoning: The proposed uses are consistent with the site’s General Land Use Plan designation of “Medium” Office-Apartment-Hotel and with the “C-O-2.5” zoning for the site.

Virginia Square Sector Plan: The 2002 *Virginia Square Sector Plan* makes a number of recommendations both for the Virginia Square Metro Station Area in general and for the subject site in particular. These recommendations include:

- With redevelopment, promote prominent, significant architecture on the Arlington Funeral Home site to create a special entrance into Virginia Square from Ballston, and to improve the visibility of and pedestrian connections to Central Library and Quincy Park.
- On-site affordable housing units are preferable to contributions to the Virginia Square Housing Fund.
- Building heights shall not exceed 12 stories or 125 feet, excluding the penthouse area. The penthouse area shall not exceed 16 feet above the roofline.
- Building heights shall taper down toward 10th Street North/Quincy Park.
- If and when redevelopment of the Arlington Funeral Home site occurs, establish an open space to retain visibility of Quincy Park and Central Library, and create a better connection to these public areas, from Fairfax Drive.

- Encourage the developer to provide community facilities on site, to possibly include a black box theater through redevelopment.
- Buildings and open spaces at activity nodes, such as...the Arlington Funeral Home site, should be designed with high-quality materials to emphasize their importance in the Virginia Square urban fabric.
- Any site plan development proposal should address the entire site.
- Provide parking for retail space, cultural and educational facilities, and other needs.
- A plaza should be located either near the corner of Quincy Street and Fairfax Drive for private development or central to the site to provide a view corridor to Central Library and Quincy Park for public development.
- 10th Street North should be integrated into the overall site design and should provide an interesting transition between the park and the funeral home site.
- Parking and service entrances should be located on North Pollard Street.
- Loading and unloading should avoid major pedestrian routes and should be screened from Fairfax Drive, North Quincy Street, and 10th Street North.
- Development should include various specific architectural guidelines as listed in the Sector Plan.
- Commercial office or mixed uses are recommended, with cultural and/or educational uses.
- On-street parking should be provided along all streets to the maximum amount possible.

This site is identified in the *Virginia Square Sector Plan* as a target site for community facilities such as a black box theater. The 2004 and 2007 site plan approvals for this site included a proposal for a black box theater, as does the current application. The Arts Commission and community are supportive of a Black Box Theater in this location, and at least two theater groups have expressed interest in occupying the space on this site.

Building Design and Architecture: The building is composed primarily of precast, glass, and metal, with an asymmetrical glass accent along Fairfax Drive. Fenestration consists of large vertical glass window panels. The height of the building is uniform on all street frontages. Fairfax Drive is the primary building frontage, and an asymmetrical glass curtain wall is proposed on this façade. The developer has proposed a revised design for the west façade, including new accent glazing. This proposal is under review and will be further addressed in a supplemental report that will include a revised perspective drawing. The design of the ground floor retail includes floor-to-ceiling glass windows and doors with transom vision glass, metal cladding, metal canopies, and designated locations for tenant signs.

Figure 1. Proposed building design.



The *Virginia Square Sector Plan* also calls for 10th Street North to be integrated into the overall site design, providing an interesting transition between the park and the subject property. The design of the north façade includes a glass curtain wall at the intersection with North Quincy Street. At the ground level, similar to the 2007 approval, the applicant is proposing an enhanced building façade along 10th Street North.

Transportation: The Master Transportation Plan (MTP) classifies Fairfax Drive as a Type A – Primarily Retail Oriented Mixed Use Arterial. North Quincy Street at this location is classified as a Type D – Primarily Garden Apartments and Townhouse Neighborhoods Arterial. Both 10th Street North and North Pollard Street are Urban Center Local Non-Arterials. Following is additional detail on the street typology as indicated in the MTP:

Table 2. Master Transportation Plan street typology.

Street Name	Classification	Travel Lanes	Bike Accommodations	Restrict/Limit Driveway Access	On-street Parking	Pedestrian Way
Fairfax Dr.	Arterial	2 – 4 plus turning lanes	Bike lane/shared lane	Yes	High	10 – 16 ft. sidewalk. 6 ft. furniture zone or tree pits.

N. Quincy St.	Arterial	2 – 4 plus turning lanes	Bike lane	No	High	6 – 8 ft. sidewalk. 5 – 6 ft. green strip with breaks
10 th St. N.	Local Non-Arterial	2	Bike lane/shared lane	No	High	6 – 8 ft. sidewalk. 4 – 6 ft. green strip.
N. Pollard St.	Local Non-Arterial	2	Bike lane/shared lane	No	High	6 – 8 ft. sidewalk. 4 – 6 ft. green strip.

Trip Generation: A Traffic Impact Analysis (TIA) was submitted by the applicant, prepared by Kimley-Horn & Associates, and dated June 6, 2011 and revised December 13, 2011. The analysis assessed the impact of the development on the adjacent street network. The analysis concludes that approximately 211 AM peak hour vehicle trips and 203 PM peak hour trips will be generated from the proposed development.

All intersection movements are anticipated to operate at a LOS “D” or better, with the exception of N. Fairfax Drive and N. Quincy Street (northbound on N. Quincy Street during the AM and PM peak hours) and N. Fairfax Drive and N. Pollard St. (northbound on N. Pollard St. approach during the AM and PM peak hours), which would operate below level of service “D”. However, upon full build out and occupancy of the development, the developer will perform new traffic counts at those intersections and at that point, additional signal timing adjustments will be made, if needed, to help improve the LOS at those intersections.

Streets and Sidewalks: Following is an overview of the current street conditions surrounding the subject site. North Fairfax Drive bordering the south of the site is a major east-west arterial that spans from I-66 to the west to the intersection of Washington Boulevard and Wilson Boulevard to the east. There are two (2) lanes in each direction on Fairfax Drive, as well as some on-street parking on the project side and bike lanes. North Quincy Street is an arterial on the west side of the site with one (1) travel lane going north and two (2) travel lanes and a right turn lane going south at the project location. Bike lanes are also provided, and there is currently no on-street parking on the project (east) side of the street. Tenth Street North is a two (2) lane local street which has on-street parking on both sides. North Pollard Street is a two (2) lane local street with no parking on the project (west) side.

There are existing sidewalks on all streets, except for 10th Street North, where there is currently no streetscape on the project side. Sidewalks and full streetscape would be provided around the entire site with the proposed development.

Parking and Loading: On-site parking is currently provided on the site by a surface parking lot. Access to parking and loading for the proposed project would be from North Pollard Street, which is consistent with the guidance provided in the *Virginia Square Sector Plan*. The proposed parking would be provided by an underground parking structure which will accommodate 250 total parking spaces (227 for the proposed office, 6 for the proposed retail, and 17 for the

proposed black box theater) with 24 employee bike spaces. The proposed office parking ratio is 1 parking space per 785 square feet of office (lower than the standard site plan parking ratio of 1:580 for commercial use) and the proposed retail parking ratio is 1 parking space per 580 square feet. Seventeen parking spaces are proposed to be dedicated to the theater use, which is less than the 50 parking spaces required by the Zoning Ordinance (1 parking space per 3 seats).

Public Transit: The site is located approximately 1,230 feet west of the Virginia Square Metro Station and also approximately 1,230 feet east of the Ballston-MU Metro Station. Accessibility to bus transit includes the ART Bus routes 52, 53, and 75. Metrobus Route 38B and other Metrobus lines are available at the nearby Ballston-MU Metro Station.

Bicycle Access: Bike lanes currently exist on Fairfax Drive and on North Quincy Street. The site plan is proposing bike lanes in those same locations. There is an opportunity for a bikeshare station to be located at the corner of N. Fairfax Drive and N. Pollard Street.

Utilities: Recommended utility improvements include replacing the existing six (6) inch water main on North Pollard Street with an eight (8) inch water main. Regarding overhead utilities, there is one (1) utility wire that crosses North Pollard Street and connects to the existing funeral home. This wire would be removed when the existing funeral home is demolished.

LEED and Energy Efficiency: The applicant proposes that the development would be certified at the Gold level under the U.S. Green Building Council's LEED for Core and Shell Rating System version 3. The Gold rating requires that a minimum of 60 points be achieved towards the sustainable design of base building elements, such as the structure, envelope and building-level systems, such as central heating, ventilation and cooling (HVAC) systems. The applicant's submitted LEED 2009 for Core and Shell Development Project Checklist commits the building to achieve a minimum of 60 points with an additional 25 possible points.

The current proposal commits the building to a higher LEED standard than the 2007 standing approval. The standing approval did not include a commitment to attaining LEED certification, though the applicant agreed to achieve 26 LEED points under version 2.2, which would have qualified the building at the certified level.

DISCUSSION:

Density and Uses: The proposed redevelopment of the site includes 178,131 square feet of office, 3,200 square feet of retail, and a 12,985 square foot Black Box Theater. Under the approved Site Plan #386, the funeral home use is incorporated into a new building. The current proposal eliminates the funeral home use from the project. The project density includes a 0.35 FAR LEED Gold bonus, 0.25 FAR affordable housing bonus, and 42,316 square feet of bonus density – approximately a 0.93 FAR – under Section 36.H.5.a. The proposed bonus density request under Section 36.H.5.a is for specific construction problems and techniques needed for the Black Box Theater and for open space and environmental amenities at the adjacent four-acre Quincy Park or other County parks, the latter of which could further recommendations for Quincy park expressed in the *Virginia Square Sector Plan*. The total package of density bonuses requested is 69,621 sf. A specific project or projects within Quincy Park or other County parks for the proposed contribution funds has not been identified at this time. Such a contribution

could also afford the opportunity to reallocate County appropriated funding sources to be used on site for the Black Box Theater, should additional funding for this project be needed. The *Virginia Square Sector Plan* recommends that cultural and/or art-related amenities be included in mixed-use development, particularly at the Arlington Funeral Home site.

The proposed building at 3901 Fairfax Drive will continue to have below-grade parking to serve all the uses, and the height of the building will be 9 stories and 123.35 feet, which is 3 stories and 1.65 feet lower than the 2007 approved residential mixed-use building proposal.

Black Box Theater: As in the standing 2007 site plan approval, the applicant will construct for the County a Black Box Theater. The applicant, County staff, County staff's theater design consultant, and members of the arts community have been engaged in a preliminary design process for the Black Box Theater. The aim of the preliminary design process has been to ensure that the theater space, that has been identified for the Black Box Theater, within the proposed site plan, would be appropriate for a functional Black Box Theater that can serve a wide variety of end users. If the project is approved, staff will immediately begin the process of working on a detailed design for the Black Box Theater and the identification of end user group(s).

The proposed Black Box Theater has several notable improvements over the standing approved theater proposal. In the current application, the theater would accommodate up to 150 seats, which is twice as many seats as were to be available in the 2007 approval. In addition, the current theater design is for a 12,985 square foot space, which is 1,904 square feet larger than the 2007 approval. Much of this additional space would be used to accommodate a rehearsal room on the mezzanine level, which was not included as part of the 2007 approval. The proposed Black Box Theater will be designed to be as multi-functional as possible, and the applicant has agreed to a condition that allows other uses in addition to theatrical productions such as other cultural, educational, recreational, corporate/business events, conference and civic events. Finally, throughout the public review process, the ground floor height for the building has been increased to approximately 25 feet tall. The additional clear ceiling height is necessary to accommodate a catwalk, which is a significant improvement over the pipe-grid system envisioned in the previous approvals. A catwalk system is preferable because it is both safer and more efficient, as it allows theater staff to hang and adjust lights from the catwalks instead of using ladders or a personnel lift.

The Black Box Theater will be constructed for the County, pursuant to County Board approval. The developer's responsibility for the detailed design and fit out of the theater space is outlined in the "Virginia Square Black Box Theater Scope of Work" which will be included in a supplemental report. The developer is responsible for providing the core and shell and certain other improvements that will provide for the construction of an occupiable Black Box Theater. The developer responsibility may not include elements of furniture, fixtures and equipment that relate to specialized design of the space or other tenant improvements that may be costs paid for by an eventual end user. The County will occupy the space under a long term lease.

Building Design: The *Virginia Square Sector Plan* recommends that the height of the proposed building taper down toward 10th Street North and Quincy Park. Although the current proposal does not technically provide a tapered building, as was proposed in the standing 2007 residential

building's approval, the subject site plan proposal accomplishes an overall goal of the Sector Plan for the Arlington Funeral Home Site, improving visibility and connections to Quincy Park and the Central Library from Fairfax Drive. Staff does not believe that the lack of a building taper detracts from the goals of the Sector Plan for this block. Overall, the proposed building would be 1.65 feet lower than the approved building. In addition, streetscape improvements are a significant feature of this proposal that are not part of the standing approved site plan.

Throughout the public review process, the applicant has also revised the design of the 10th Street North building façade to incorporate a prominent glass curtain wall to create synergy with the street frontage and Quincy Park and the Central Library. Finally, the buildings on the south side of Fairfax Drive across the street from the Funeral Home Site are taller, providing a distinct transition to the north and Central Library.

One issue, related to the design of the building, remained at the conclusion of the SPRC review. Specifically, a comment was made that the North Quincy Street façade should be treated to some degree as a "front," since it is facing a large plaza and the corner of a busy intersection. A concern was raised that this west façade does not have elements that relate it to the main frontage on Fairfax Drive. The developer has incorporated an enhanced treatment of the building's west facade, and a revised rendering of this façade will be provided in a supplemental report. The west frontage also will have a significant three-dimensional element, a large tension cable canopy structure that is mounted onto the building and shades the plaza. Finally, the plaza itself is the prominent feature on the North Quincy Street frontage.

Plaza Design: Another issue that was discussed during SPRC review is the design of the proposed plaza, which contains a zero-depth water feature, plantings, casual seating areas, and a tension cable shade canopy structure (See Figure 2). The *Virginia Square Sector Plan* classifies both the plaza area and the segment of 10th Street North between North Quincy Street and North Pollard Street as "Civic Spaces/Open Space." During the public review process, the applicant provided several design options for the plaza and 10th Street North in response to staff and community comments, and the resulting proposed plan also incorporates 10th Street North with the plaza in an integrated design concept.

The feedback expressed during SPRC review is to include a condition of approval that outlines a separate process for completing the final design after County Board approval of the site plan amendment. As a result, a condition has been provided (#15i) in which the applicant agrees to participate in a consultant-led community process with subsequent SPRC review post-County Board approval and prior to final landscape plan approval. In the standing 2007 approval, condition language exists requiring SPRC review of the plaza design after County Board approval of the site plan. Additional details regarding this review process will be provided in the supplemental report and condition #15i.

Figure 2. Proposed plaza design and 10th Street North streetscape improvements.



At-Grade Transformer: In 2007, the building design included glazed and glass mosaic tile work along the eastern portion of the building in order to provide visual interest on this façade that had no windows due to the presence of the Black Box Theater. In the current proposal, although the Black Box Theater no longer has a negative impact on the 10th Street North façade, the applicant is proposing that the transformer be located along 10th Street within this location. For site plans, transformers are to be located below grade within the sidewalk in order to minimize the impact on the pedestrian environment. In the current proposal, the applicant has noted that if the transformer was not located in the proposed location, the space would be used for other mechanical purposes since the space is constrained by the adjacent parking garage ramp. The façade includes glass roll up doors to access the transformer and associated switch. Although the current placement of the transformer diverges from the typical below-grade placement of transformers in site plan projects, in this particular instance the impact on the pedestrian environment is minimal, and to improve the building façade, the applicant has agreed to provide an enhanced façade treatment similar to the 2007 approval. The design includes glass patterns – large format graphics of theater quotes that are integrated into the glass – to provide visual interest while screening the proposed transformer.

Transportation:

Office Parking Ratio: The applicant is requesting a modification of the office parking ratio to 1 space per 785 square feet. The minimum standard site plan ratio is 1 space per 580 square feet (although this specific ratio is not codified in this Zoning District, the County generally uses the 1:580 as the minimum standard for office site plans).

Staff recognizes the appropriateness of the standard minimum site plan requirement and could only support a modification to this requirement when it can be demonstrated that the amount of parking proposed will adequately serve the proposed density, that an effective program is in place to mitigate any resulting impacts on the transportation network, and that the project's contribution to community planning and transportation goals provide value to the project and warrant a modification of the parking ratio in this unique circumstance.

In terms of County policies, there are a number of policies, both in the *Virginia Square Sector Plan* and in the MTP, that address parking. Some of those policies include:

“Ensure that minimum parking needs are met and excessive parking is not built. Divert resources saved by reducing excess off-street parking to other community benefits.”
(*MTP Parking and Curb Space Management Element Policy 6.*) In addition the discussion of the policy states:

“The community at large, motorists and the development community, benefit when the right amount of parking is built in off-street parking facilities, because building the right amount of parking encourages efficient transportation patterns, reduces the demand on existing transportation facilities and the need to expand or improve them, contributes to a reduction in long-term environmental hazards, enhances the marketability of buildings, and allows the construction of less costly, more efficient buildings thus encouraging economic growth and other community benefits.”

The Virginia Square Sector Plan site-specific guidelines for this site state that, in regards to off-street parking, it should be as required by the Zoning Ordinance. However, it does not state that it cannot be modified. The site specific guidelines also speak to the importance of shared parking during off-peak hours on this site, which the proposal is providing.

Staff determined based on the policies in these plans, that a ratio other than the standard minimum 1:580 could be appropriate, if certain impacts of the request, related to both the parking itself and the impacts to the transportation network serving the site, as a result of the lower ratio, were mitigated.

Staff evaluated the specific project features that may differentiate this project with respect to parking provisions. It should be recognized that when the associated density bonuses for the black box theater and the open space are removed from the parking calculation, the based office building would be parked at close to 1 space per 580 square feet (at approximately 1 space per 599 square feet). These two important community facilities, a plaza of over 12,000 square feet, and a black box theater of over 12,000 square feet, are significant features identified in the Virginia Square Sector Plan to be located on this site. This is a large amount of community facilities included in the proposal for this one (1) acre site. Both the costs of the plaza and the black box theatre have substantially increased since the 2007 approval, as more is known now about the theatre needs and community expectations for the plaza design, which exceed those of 2007 approval. Bonus office density is permitted to offset the costs of the black box theatre; however, with this bonus density comes an increase in the amount of office parking that needs to be provided, which impacts the parking ratio on site. It may not be feasible to achieve sector

plan goals for such community facilities while also requiring the parking ratio to be fully satisfied. The proposal also provides a substantial open space contribution.

Staff also looked at what kind of TDM would be needed in order to ensure the desired mode split to support the proposed parking ratio is achieved. This is consistent with *MTP Parking and Curb Space Management Element Policy 8*, that states:

“Allow reduced parking space requirements for new development in close proximity to frequent transit service and exemplary access by non-motorized travel modes and car-sharing vehicles. Require enhanced TDM measures for developments with reduced quantities of parking. Allow site plan and use permit developments to cooperate with each other to meet off-street parking requirements.”

The TDM measures proposed in Condition #50 include the following:

- The standard base TDM proposal includes:
 - Maintaining an active membership in ATP,
 - Contributing \$10,680 per year to Arlington County to support ACCS activities for 30 years (approximately \$0.06 per square foot),
 - Providing SmarTrip cards plus \$65 of fare media to each new employee at lease up,
 - Providing SmarTrip cards plus \$65 of fare media to all property maintenance employees one-time only.
 - Installing information transportation display in the lobby,
 - Providing bicycle parking and shower facilities consistent with county standards,
 - Limiting reserved parking to 20% of the total supply,
 - Subsidizing parking to vanpool and carpool vehicles
 - Providing parking for two (2) car sharing vehicles along with operating and parking subsidies for the first year.

- The enhanced TDM elements, which, themselves, are valued at over \$417,000:
 - Contribution of \$150,000 to off-site infrastructure improvements (outlined in proposed condition #82), including to the traffic signal at the N. Fairfax Drive and N. Quincy St. intersection, and nubs and ADA ramps at the intersection to enhance the pedestrian experience at that intersection. This is particularly important at this location, giving that many office workers will be arriving at the site via the two (2) metro stations.
 - Contribute \$0.10 per square foot of office (approximately \$17,800) per year for 15 years, to be used as incentives for building employees to shift their commutes to non-SOV modes of travel (a total of approximately \$267,000).

Overall, when looking at the site plan in its entirety, the plan would accomplish several overall planning and transportation goals, and achieve a number of goals in the *Virginia Square Sector Plan* specifically stated for this site, including a larger and improved Black Box Theater, an enhanced pedestrian streetscape along 10th Street North, an enhanced plaza, the elimination of the funeral home, a substantially improved LEED score from 26 points to certification at the

Gold level, and an entire garage of shared parking during evenings and weekends. All of these elements are additional enhancements beyond the existing site plan approved in 2007.

For the reasons stated above, staff believes that the proposed parking ratio is adequate to support the amount of office space given the proposed TDM mitigation factors. However, staff recognizes the importance of the site plan minimum standard office parking ratio of 1 space per 580 square feet and will continue to study this issue to determine appropriate standards for when, and how, parking ratio modifications could be supported with future site plan projects and methodologies to calculate the cost of measures to mitigate the impacts on the transportation network resulting from reduced parking on site. Staff is currently evaluating the process that would need to be taken to achieve this.

Comprehensive Sign Plan: Approval for a comprehensive sign plan has been requested, which comprehensive sign plan seeks approval for all signs on the building. The 2004 and 2007 approvals did not include a comprehensive sign plan. The proposed building will have approximately 598.5 square feet of linear frontage along public roads. Therefore, the building is permitted to have up to 598.5 square feet of total sign area, each, for rooftop signs and for all other building including ground-mounted signs. As proposed, the signage for the theater will consist of up to 205.0 square feet and the other signs will contain 224.0 square feet of sign area. With the exception of signs 4B, 4C, 12A, and 12B, and the two rooftop signs 13 and 14, all described in the table below, the remaining signage is consistent with the *Guidelines for Site Plan Buildings*. As proposed, the two rooftop signs will contain a total of 181.0 square feet.

The following is a summary of the signs proposed for the building as part of the Comprehensive Sign Plan:

Table 3. Comprehensive Sign Plan summary.

Sign ID	Sign Type	Dimensions (ft)	# of Signs	Area (sf)	Text	Material	Location
1A	Building Address, Canopy	10.0 x 4.0	1	40.0	3901	Individual dimensional stainless steel text; light wash/spot illuminated	South façade
1B	Building Address, Graphic Relief	12.0 x 8.0	1	96.0	TBD	Integrated graphic relief; light wash/spot illuminated	South façade
1C	Building Address, Canopy	10.0 x 4.0	1	40.0	TBD	Individual dimensional stainless steel text; light wash/spot illuminated	North façade
2	Fire Control Room	2.0 x 1.0	1	2.0	Fire Control Room	Individual dimensional stainless steel text	South façade
3A-3C	Theater Directional, Projecting	1.33 x 3.0	3	12.0	TBD	Non-illuminated, painted aluminum sign box	South façade
4A	Theater ID	25.0 x 3.0	1	75.0	TBD	Individual dimensional stainless steel text; light wash/spot illuminated	South façade

Sign ID	Sign Type	Dimensions (ft)	# of Signs	Area (sf)	Text	Material	Location
4B	Theater ID	11.0 x 3.0	2	66.0	TBD	Top portion: Individual dimensional stainless steel text; light wash/spot illuminated Bottom portion: Internally illuminated changeable copy; text changes no more than once/day	One each on south and east façades
4C	Box Office ID	2.0 x 2.0	1	4.0	TBD	Internally illuminated changeable copy; text changes no more than once/min	South façade
4D-4E	Theater Directional	2.0 x 2.0	2	8.0	TBD	4D: Integrated with glass graphic pattern 4E: Painted, aluminum panel	North façade
4F	Theater Office ID	10.0 x 4.0	1	40.0	TBD	Illuminated, individual, dimensional stainless steel text	North façade
5A	Retail Tenant ID	18.0 x 2.5	1	45.0	TBD	Individual letters/logo, stainless steel, up-lighted	West façade
5B-5D	Retail Tenant ID	8.0 X 2.0	3	48.0	TBD	Individual letters/logo, stainless steel, up-lighted	West façade
5E	Retail Tenant ID	12.0 x 4.0	1	48.0	TBD	Individual letters/logo, stainless steel, up-lighted	South façade
8	Loading Dock ID, Fascia	16.0 x 2.0	1	32.0	TBD	Dimensional, stainless steel letters	East façade
9	Loading Dock ID, Panel	2.0 x 2.0	1	4.0	TBD	Painted, aluminum panel	East façade
10	Parking ID, Projecting	3.0 x 2.0	1	6.0	TBD	Internally illuminated, aluminum sign cabinet	East façade
11	Parking ID, Fascia	16.0 x 2.0	1	32.0	TBD	Individual, dimensional stainless steel letters, backlit	East façade
12A	Large Format Graphic	4 ground level window/door areas	TBD	819.50 ⁶	<i>Text graphics</i>	Flat, screen printed appliqué	North façade
12B	Large Format Graphic	1 ground level window/door area	TBD	110.50 ⁷	<i>Text graphics</i>	Flat, screen printed appliqué	North façade
15	Car Sharing Directional	TBD	2	9.0	TBD	TBD	TBD
TOTAL:				429.0 sf (does not include 12A-B, which are proposed to be excluded from sign area)			
TOTAL PERMITTED:				598.5 sf			

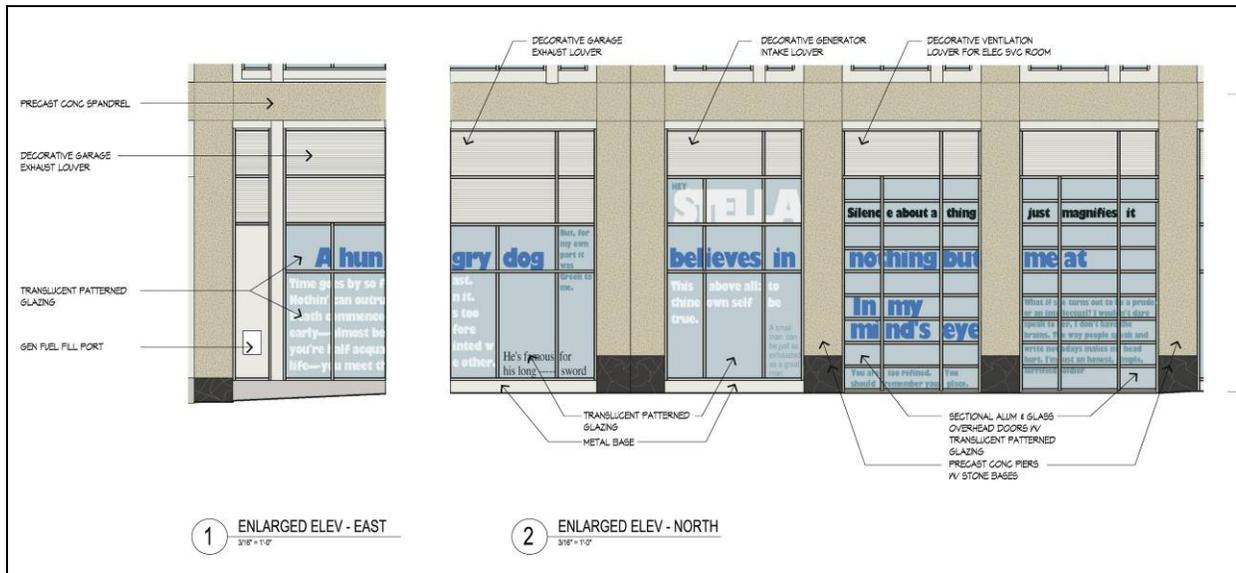
⁶ A modification is requested to not count the area for the proposed large format graphics against the total permitted sign area.

⁷ A modification is requested to not count the area for the proposed large format graphics against the total permitted sign area.

Sign ID	Sign Type	Dimensions (ft)	# of Signs	Area (sf)	Text	Material	Location
13	Primary Tenant, Building ID, Rooftop	27.0 x 3.0	1	81.0	TBD	Individual, dimensional letters/logo, internally illuminated	West façade
14	Roof ID	25.0- x 4.0	1	100.0	TBD	Individual, dimensional letters/logo, internally illuminated	South façade
TOTAL:				181.0 sf			
TOTAL PERMITTED:				598.5 sf			

4B and 4C are changeable copy signs that are proposed for the Black Box Theater. Signs 12A and 12B are proposed large format graphics (See Figure 3) on the eastern portion of the building along 10th Street North, wrapping the corner onto North Pollard Street. These signs are not currently permitted by the Zoning Ordinance. A full discussion of these proposed signs is included in the Modification of Use Regulations section of this report.

Figure 3. Large format graphics (theater quotes) along 10th Street N. and a portion of N. Pollard St.



Modification of Use Regulations: The applicant requests the following modifications to Zoning Ordinance requirements:

Bonus Density:

Bonus density requests for LEED Certification, affordable housing, specific construction problems and techniques needed for the Black Box Theater, and open space and environmental amenities at Quincy Park or other County parks (Section 36.H.5.a of the Zoning Ordinance)

- 1) LEED Gold Certification: Arlington County's *Green Building Density Incentive Policy for Site Plans* contains bonus density provisions for site plan projects that meet the objectives of the County's green building program. The subject site plan proposes

an additional 15,928 square feet (0.35 FAR) for the provision of a LEED Gold certified building. Staff supports this bonus density request. With the adoption of the Community Energy Plan, staff has made it a focus of new development projects to achieve higher levels of energy efficiency than required with standard LEED certification projects. Therefore the applicant has agreed to achieve at least seven (7) points from LEED EA credit 1, "Optimize Energy Performance," which commits the building to accomplish a 20% improvement in the performance of the building compared to the building's baseline energy performance.

- 2) **Affordable Housing:** The proposed project includes a request for 11,377 square feet of density (0.25 FAR) in exchange for a contribution to the Affordable Housing Investment Fund, in the total amount of \$1,019,835, which includes a base payment of \$394,100. Given that the proposed building is for a mixed-use office building with no residential use, the affordable housing contribution will be deposited into the County's Affordable Housing Investment Fund (AF) and be used to provide affordable housing at an off-site location or locations.
- 3) **Construction Problems/Techniques and Open Space/Environmental Amenities:** Under Section 36.H.5.a of the Zoning Ordinance, the County Board may approve bonus density requests related to specified matters. The applicant is requesting 42,316 square feet of bonus density (approximately 0.93 FAR) for specific construction problems and techniques needed for the Black Box Theater and also for provision of open space and environmental amenities at Quincy Park. Staff supports this bonus density request. The Black Box Theater necessitated a building of a larger height, in order to accommodate space for a cat walk in the theatre. Additional density is being granted so that this additional part of the theatre can be built. Also, under this request, \$1,282,710 worth of construction costs and upgrades will be allocated to the Black Box Theater. Under the open space and environmental amenities provision specified in Section 36.H.5.a, the applicant has agreed to make a contribution of \$1,044,670 towards improvements to Quincy Park or other County parks, as discussed in the "Density and Uses" section of this report.

Reduced Parking Ratio for Office Parking: As discussed above, staff believes that the parking ratio proposed (1 space per 785 square feet of office space) is reasonable, given the site's close proximity to transit services, the existing availability of excess parking supply in the area and the implementation of the TDM measures described above, which will ensure that the parking garage will operate efficiently and encourage more building employees to commute to work using modes other than single occupant vehicles.

Exclusions from Density of Black Box Theater, Below-Grade Storage and Below-Grade Fitness Facility: With the standing approval in 2007, the County Board modified the Zoning Ordinance requirements to exclude community facility space (Black Box Theater) and below-grade storage from density. These modifications are requested with the subject site plan amendment. In addition, the applicant is also requesting to exclude from density the proposed below-grade fitness facility. Exclusions of the below-grade storage and below-grade fitness facility are

consistent with existing policy. The County Board has previously approved density exclusions for below-grade fitness facilities.

Sign Modifications: Section 34.D.1 of the Zoning Ordinance does not permit signs to be located at a height greater than 35 feet from average site elevation. The two rooftop signs will be located above 35 feet though no portion will extend beyond the roofline of the building. These rooftop signs have been designed to be compatible with the building design. Typical site plan condition parameters regarding the intensity of illumination and permitted period of illumination for these rooftop signs are proposed to mitigate potential adverse impacts caused by these signs, which staff deems to be sufficient.

4B consists of two signs, the main identification signs for the Black Box Theater. The bottom portion of these signs are proposed as internally illuminated changeable copy, with the text changing no more than once in a 24-hour period. This changeable copy portion of the sign will not exceed twelve square feet in size. It is planned that this portion of the sign will accommodate the names of upcoming theatrical performances. Sign 4C is a four square foot changeable copy sign for the theater box office, and the text is proposed to change no more than once per minute. Changeable copy signs are currently not permitted under the Zoning Ordinance. However, Section 34 of the Zoning Ordinance is currently undergoing a rewrite, update and reformat, and signs 4B and 4C are consistent with the current recommended revisions to Section 34, both in terms of the rules for frequency of the changeable copy text and the permitted size of the changeable copy signage.

Signs 12A and 12B are large format graphics (See Figure 3) integrated into glass on the eastern portion of the building along 10th Street North, wrapping the corner onto North Pollard Street. Mechanical uses, including a transformer with associated switch, are located within this portion of the building, screened behind glass. In an effort to minimize the impact of these mechanical uses on the streetscape, the applicant has agreed to design a unique façade treatment that is at least the level of design quality as this portion of the façade in the approved 2007 plan. Staff believes that the proposed theater quotes etched graphic integrates well with the building design and provides visual interest for pedestrians. Since the quotes are text, they technically are considered signs under the Zoning Ordinance. However, since the proposed patterning serves the primary purpose of screening the mechanical uses, and since the patterning is unobtrusive, the applicant is requesting that these large format graphics, totaling 930.0 square feet, not be counted against the total permitted sign area. An alternative to the theater quotes graphic proposal would be to incorporate non-text patterning. Staff supports the current proposal because the quotes pattern is a compelling solution that fits well with the design of the building and the presence of a Black Box Theater within the building. The proposed quotes display does not detract from the pedestrian environment, but in fact, complements the building architecture and contributes to the enhancing the civic quality of 10th Street North as recommended by the *Virginia Square Sector Plan*.

Surface Parking as an Interim Use: The applicant is requesting that the site be available for surface parking as an interim use after termination of the existing Arlington Funeral Home use and prior to on-site construction of the subject site plan project. Staff supports this request in order to keep the site operational in the interim. The applicant is agreeing to a condition that

would require the developer to provide a low hedge around the perimeter of the parking area to minimize lighting from automobile headlights from spilling into the surrounding area. The developer will also agree to install and maintain ground cover plantings and/or turf within the footprint area of the existing Arlington Funeral Home building in the event that the building is demolished.

Community Benefits: The following are considered significant community benefits in associated with the subject site plan amendment:

- Open Space – \$1,044,670 in improvements to Quincy Park or other County owned parks. The *Virginia Square Sector Plan* indicates that Quincy Park should continue to be developed for active and passive recreation uses and that a master plan for the park including comprehensive design improvements ultimately be created. This contribution would also give the County the flexibility, to reallocate funding already appropriated for these parks to other on-site projects, should additional funding be needed.
- Affordable Housing – The applicant has agreed to provide a base contribution of \$394,100 and a bonus density contribution of \$625,735 to the County’s AHIF fund.
- Black Box Theater – The current application includes a larger Black Box Theater than the 2007 approval and contains a rehearsal room and a taller ceiling height accommodating a catwalk system.

Community Process: The subject site plan amendment was reviewed three (3) times by the Site Plan Review Committee (SPRC) on June 13, 2011, July 18, 2011, and October, 24, 2011. The following are issues or concerns that were discussed by the SPRC:

- The proposed bonus density requests and potential impacts of additional density on the site
- The configuration of each of the proposed uses within the proposed building
- The proposed building design, including the 10th Street North frontage and lack of building taper towards the Central Library and Quincy Park
- The layout and functionality of the Black Box Theater
- The design of the urban plaza and functionality of the water feature
- The design of 10th Street North between North Quincy Street and North Pollard Street
- Shared parking between the office and theater uses
- The proposed at-grade location and screening treatment for the transformer
- Locations of street trees

With the conclusion of the SPRC review on October 24, 2011, the issues that remain outstanding and of community concern include the Black Box Theater operations, the design of the plaza, allocation of community benefit funds, and the design of the west building façade. Staff

responses to these issues are contained in the relevant areas of the report and address by specific conditions of approval.

Transportation Commission: At its January 5, 2012 meeting, the Transportation Commission voted unanimously to recommend deferral of the proposed site plan primarily due to the concern regarding the proposed parking ratio. In addition, concerns were expressed regarding the plaza design and the design of 10th St. North, and the lack of canopy trees in the plaza.

Planning Commission: The Planning Commission heard the proposed site plan amendment at its carryover meeting on January 11, 2012. The Planning Commission voted nine to two (9-2) to recommend that the County Board adopt the site plan amendment ordinance with the following recommendations:

1. Amend Condition #15i (design of the plaza and associated 10th Street improvements) to support a consultant-led design workshop for the on-site plaza and associated 10th Street improvements, and to remove language related to the not-to-exceed cost of the plaza improvements.

Staff response: Staff is preparing revised language for Condition #15i to be addressed in a supplemental report.

2. Amend Condition #66 (After-hours Parking in Office Garages) for the developer to provide free parking for theater patrons starting from two hours prior to the start of a theater show through the duration of that show.

Staff response: The developer, after coordinating with staff and the arts community, has agreed to a revised condition to provide free, validated parking for theater patrons for four hours.

3. Amend Condition #89 (Quincy Park Bonus Density Contribution) to clarify and amend the purpose for the \$1,044,670 cash contribution towards improvements and park facilities in Quincy Park in return for bonus density. The Planning Commission would like the contribution to be allocated for open space or environmental amenities on site, on both sides of 10th Street North, and for the master planning of Quincy Park.

Staff response: Staff is preparing revised language for Condition #89 to be addressed in a supplemental report.

CONCLUSION: The proposed site plan amendment would permit the development of a 183,391 square foot mixed-use office building with ground floor retail and a Black Box Theater rather than a mixed-use development consisting of a residential building with ground floor retail, a Black Box Theater, and a new funeral home building. The proposed additional density of 69,621 square feet for LEED Gold, affordable housing, specific construction problems and techniques needed for the Black Box Theater and open space and environmental amenities at Quincy Park would be appropriate on the subject site, maintaining the intent of the *Virginia*

Square Sector Plan, concentrating density at the eastern half of the site and reserving the western portion for the proposed urban plaza. The bulk and mass of the building is comparable to the 2007 approved building and the current proposal has several improvements over the standing approval. Therefore, staff recommends the County Board adopt the attached ordinance approving the subject site plan amendment subject to the proposed conditions.

Site Plan Amendment Ordinance

WHEREAS, an application for a Site Plan Amendment dated March 16, 2011 for Site Plan # 386, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] provided to the County Board for its January 21, 2012 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[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on January 21, 2012 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 district as set forth in the Zoning Ordinance and modified as follows:
 - **Increased density;**
 - **Reduced parking ratio for the office use;**
 - **Exclusions from density of GFA associated with below-grade storage, black box theater, and below-grade fitness facility; and**
 - **Signs above 35 feet, changeable copy signs, and exclusion of sign area from the total permitted sign 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 originally requested by an application dated March 16, 2011 for Site Plan # 386, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition 1 below and dated December 9, 2011 (which drawings, etc... are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment for BDC Crimson LLC to permit a 201,627 square foot commercial building in lieu of 135 dwelling units, a 11,081 square foot black box theater, and 2,705 square feet of retail, for the parcels of real property known as RPC# 14-030-057 and -058 located at address 3901 North Fairfax Drive, approval is granted and the parcels so described shall be used according to the Revised Site Plan Application, subject to the following conditions as amended from those previously approved:

Note: Where a particular County office is specified in these conditions, the specified office includes any functional successor to that office. Where the County Manager is specified in these conditions, “County Manager” includes the County Manager’s designee. Whenever, under these conditions, anything is required to be done or approved by the County Manager, the language is understood to include the County Manager or his or her designee.

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

1. **Site Plan Term**

The developer (as used in these conditions, the term “developer” shall mean the owner, the applicant and all successors and assigns) agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1 and the revised plans dated ~~October 24, 2007~~ December 9, 2011 and reviewed and approved by the County Board and made a part of the public record on ~~November 13, 2007~~ January 21, 2012, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the developer and accepted by the County Board or vice versa.

This site plan approval expires three (3) years after the date of County Board approval if a building permit has not been issued for the first building to be constructed pursuant to the approved plan. Extension of this approval shall be at the sole discretion of the County Board. The owner agrees that this discretion shall include a review of this site plan and its conditions for their compliance with then current County policies for land use, zoning and special exception uses. Extension of the site plan is subject to, among other things, inclusion of amended or additional site plan conditions necessary to bring the plan into compliance with then current County policies and standards together with any modifications proposed by the owner and accepted by the County Board or vice versa.

2. **Pre-Construction Meeting**

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

~~advance~~. The purpose of the pre-construction meeting is to discuss the requirements of the site plan conditions.

3. Tree Protection and Replacement

- a. The developer agrees to complete a tree survey, which shows existing conditions of the site and locates and identifies all trees which are four (4) inches in diameter or greater. The survey shall include any tree on adjacent sites whose dripline extends onto the subject site.
- b. The developer agrees to file, obtain approval of, and implement a tree protection plan which will designate any trees proposed to be saved by the developer. Trees designated to be saved on the tree protection plan, or those specified to be saved by the approved site plan and shown on any filing in connection with this case, will be protected. This plan shall include any tree on adjacent sites whose dripline extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites and shall be submitted and approved, and found by the County Manager to meet the requirements of this site plan, before the issuance of the Clearing, Grading, and Demolition Permit.
- c. Upon approval of the tree protection plan the developer agrees to submit to the Department of Parks, Recreation, and Cultural Resources (DPRCR) a performance bond estimate for the trees to be saved. Upon approval of the performance bond estimate by the DPRCR, the developer agrees to submit to the DPRCR a performance bond, in the approved amount of the estimate, and the approved tree protection plan, which bond shall be executed by the developer in favor of the County before the issuance of the Final Building Permit. Prior to the release of the public improvement bond, the developer agrees to submit to the DPRCR as-built drawings showing the location of all saved trees.
- d. The Developer agrees that any tree proposed to be saved on the tree protection plan or other filing shall be saved. At a minimum, this plan shall include:
 - (1) A site grading plan at two (2) foot intervals, including the location of all proposed improvements and utilities.
 - (2) Detailed specifications for any tree walls or wells proposed.
 - (3) A description of how and where building materials and equipment will be stored during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.
 - (4) Identification of tree protection measures and delineation of placement of tree protection.

- (5) Any tree required to be saved pursuant to this condition, which dies (any tree which is 30% or more dead as determined by the County's Urban Forester shall be considered to have died) prior to, or within ten (10) years of, the issuance of the Master Certificate of Occupancy shall be removed and replaced by the developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement Guidelines and which meet the minimum size and other requirements of Condition #21 below, provided, however, that replacement as specified in this subparagraph (3.b.5) does not relieve the developer of any violation resulting from the failure to save identified trees.
- (6) The developer agrees to obtain approval for the location of all construction trailers either by Administrative Change approval or by showing the construction trailers on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. The developer agrees to obtain approval for all trailers proposed to be located in the public right-of-way from both DES and Zoning staff, and to provide the site plan's Arlington County Police representative with a copy of the aforementioned map.
- e. In addition to saving identified trees, the developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction in accordance with the Arlington County Tree Replacement Guidelines. The developer agrees to submit tree replacement calculations and a tree replacement plan in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in assessing the condition of trees. Any replacement trees shall conform to the standards and specifications set forth in Condition #21a below and ~~shall be installed on the project site or on County-owned land, determined by the County Manager.~~ any replacement trees that cannot be accommodated on site will be provided in a monetary amount to the Tree Canopy Fund coordinated with Arlington County's Department of Parks and Recreation. The developer agrees to submit and obtain approval of this plan by the County Manager as part of the final ~~site development and~~ landscape plan, and to implement the plan throughout the life of the site plan.
- f. Per Condition #3.e above, the developer agrees to make a contribution to the County's Tree Canopy Fund of at least \$2,400.00 per tree, or a greater amount if the contribution policy changes at the time of payment, for every tree that cannot be planted on site. The contribution shall be required when tree planting requirements cannot be met on the property. The payment shall be delivered to the Department of Parks and Recreation Office prior to the issuance of the Excavation/Sheeting and Shoring Permit, and evidence of compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment.

4. **Photographic Record of Development**

The developer agrees to produce and submit to the Zoning Administrator a photographic record of development, starting with a record of the site as it appears before demolition is begun, including photographic records during construction, and ending with a photographic record of the development as it appears after completion of construction. These photographs shall comply with the following specifications:

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

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

- a. Before Clearing, Grading and Demolition of the site (shall be submitted before issuance of the Clearing, Grading and Demolition Permit)–Views of north, south, east and west facades, as location permits, of buildings to be demolished, as well as at least one photo of the site before any clearing or grading including the existing physical relationship with adjacent buildings and streets. The photographic record shall also include all historic aspects of the facades of the building to be demolished, consistent with the requirements described in Condition #545 below.
- b. Site Clearance (shall be submitted before issuance of the Footing to Grade Permit)–Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.
- c. Construction Phase (shall be submitted before issuance of the Shell and Core Certificate of Occupancy Permit)–At a minimum, views of the site: during excavation, upon completion of the first floor above grade, at topping out, and during the exterior cladding phase.
- d. Site Completion (shall be submitted before issuance of the Master Certificate of Occupancy)–North, south, east and west facades of completed building or buildings, as well as at least one view of completed project in context of adjacent buildings and streets.

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

~~If the developer uses the "Fast Track" Permit Process, the Site Clearance and Construction Phase photographs shall be submitted before the issuance of the Footing to Grade Structure Permit, or the first Building Permit, whichever comes first. The Construction Phase photographs, showing any construction to grade, shall be submitted before the Final Building Permit. The Construction Phase photographs showing all construction above grade and the Site Completion Photographs and completed compact disc showing the entire photographic history of the site shall be submitted before issuance of the Master Certificate of Occupancy.~~

Utility Fund Contribution

5. In addition to funding and constructing the utility undergrounding work, the developer agrees to contribute in the amount specified in Site Plan conditions to the County utility fund before the issuance of the Building Permit or prorated consistent with an approved phasing plan for the development. The total utility fund contribution for this site is ~~\$52,236~~ \$52,000 ($\$50,000 \times 1.04472$ acres). These funds may, but need not, be used by the County for the purpose of providing the undergrounding of utilities along the properties which are not redeveloping in this undergrounding district. If the area of the site plan is subdivided, the contribution to be made by each owner shall be based proportionally on the amount of site area allocated to each subdivided parcel. The contribution, if not obligated by the County to pay for utility undergrounding projects within 10 years from the date of payment, will be refunded without any accrued interest to the development owners of record at the time of any refund.

Plan for Temporary Circulation During Construction

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

The developer agrees, during the hours of construction, to provide "flagmen" to assist in the direction of traffic along or around a street any time that any driving lane of such a street is partially or fully blocked due to temporary construction activities. In addition, the developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, by e-mail) at least seven calendar days in advance of any street closure, except in the case of an emergency, of more than one hour duration on any street. "Emergency" street closures may include, but not be limited to, those relating to rupture or potential rupture of a water or gas main, insecure building

façade, or similar unforeseeable public danger. “Emergency” street closures shall not include closures for setting up or dismantling of a crane, exterior building construction, materials deliveries, or utilities work, or similar situations.

~~Where county street lighting has been removed or disconnected due to construction and not yet replaced or reconnected, the developer agrees to maintain lighting around the perimeter of the site between the start of construction and completion of the project. The lighting shall be designed to illuminate the temporary pedestrian walkways and roads around the perimeter of the site. The developer may do this by means of overhead lights (e.g. “cobra head” lights) that meet the lighting standards for Arlington County streets, or by stringing lamps of the kind used in “used car” lots or similar along sidewalks and streets along the perimeter of the site. If lighting is accomplished by the latter, such lighting shall be with 75-watt bulbs (or approximate equivalent) placed no more than 25 feet apart and 6 to 10 feet high. Lighting shall be turned on between dusk and dawn 7 days a week. Any high-intensity overhead lighting, such as lighting placed on construction cranes, shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. For purposes of this condition, “completion of the project” shall mean the time when the County standard lighting fixtures are in place and operational around the perimeter of the site. During construction the Developer agrees to provide adequate temporary lighting for roadway users, including pedestrian walkways. The temporary lighting plan shall be submitted, approved and implemented prior to the issuance of the demolition, clearing and grading permit. Lighting shall be turned on between dusk and dawn 7 days a week. Any high-intensity overhead lighting, such as lighting placed on construction cranes shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. The approved temporary lighting plan shall be operated from prior to issuance of the Demolition, Clearing and Grading permit until County standard lighting fixtures are in place and operational around the perimeter of the site. Street lighting shall be in accordance with the latest IES Roadway Lighting Design Guidelines, AASHTO Roadway Lighting Design Guide, VDOT Traffic Engineering design manuals, and Arlington County’s Streetlight System Design Guidelines memorandum, and shall conform to minimum illuminance levels approved by the County.~~

The developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The developer agrees to insure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the developer, the developer’s contractors, or private utility companies, provided the utility work is related to the construction of this project. The developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. However, if the road surface is disturbed during the

winter months, the developer may temporarily restore the road surface using cold patching and then hot patch the disturbed surface at the earliest opportunity when weather conditions permit. If cold patching is used, it shall be properly maintained and resurfaced as necessary to maintain a clean, smooth road condition. The term “significant portion of a road” is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet ~~in any dimension in length or~~ 100 square feet in size. This condition is in addition to any other conditions in this site plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction.

7. Intentionally omitted.

8. Intentionally omitted.

Compliance with Federal, State and Local Laws

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

Post-County Board 4.1 Filing

10. The developer agrees to file three copies of a site plan and the tabular information form, and digital copies on compact disc in JPEG, PDF, and DXF formats, which complies with the final approval of the County Board and with Administrative Regulation 4.1, with the Zoning Administrator within 90 days of the County Board approval and before the issuance of the Clearing, Grading and Demolition Permit.

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

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

The developer also agrees that no changes to the approved post-4.1 plans can take place in the field. All post-4.1 plan changes must be ~~approved by the lead DCPHD contact for the site plan~~ submitted for review and approval by either the Zoning Administrator or the County Board.

Community Liaison and Activities During Construction

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

- a. The developer agrees to identify a person who will serve as liaison to the community throughout the duration of construction. This individual or his designee shall be on the construction site throughout the hours of construction, including weekends. The name and telephone number of this individual and any designee shall be provided in writing to residents, property managers and business owners whose property abuts the site, the Ballston-Virginia Square Civic Association, and to the Zoning Administrator, and shall be posted at the entrance of the project.
- b. Before commencing any clearing or grading of the site, the developer shall hold a community meeting inviting those whose property abuts the project to review the construction hauling route, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative must be notified once the community meeting dates/times are established. The developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting before a Clearing, Grading and Demolition Permit is issued. The developer agrees to submit to the Zoning Administrator two (2) sets of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation (one set of which will be forwarded to the Police). Copies of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation shall be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project. The location of all construction trailers shall be approved either by Administrative Change approval or to be shown on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers shall require approval by DES staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.
- c. Throughout construction of the project, the developer agrees to advise abutting property owners in writing of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.
- d. At the end of each work day during construction of the project, the developer agrees to ensure that any streets used for hauling construction materials and entrance to the construction site are free of mud, dirt, trash, allaying dust, and debris and that all streets and sidewalks adjacent to the construction site are free of trash and debris.
- e. The developer agrees that construction activity, except for construction worker arrival to the construction site and indoor construction activity, will commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays and will commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays.

“Holidays” are defined as New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving, and Christmas. Indoor construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day, and any such activity that occurs after 6:30 p.m. shall not annoy or disturb reasonable persons of normal sensitivities. The developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours.

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

C & D Waste

- 12. The developer agrees to provide a plan for diverting from landfill disposal the demolition, construction, and land clearing debris generated by the project. The plan should outline recycling and/or reuse of waste generated during demolition and/or construction. The plan should outline specific waste streams and identify the means by which waste will be managed (reused, reprocessed on site, removed by licensed haulers for reuse/recycling, etc.). ~~The plan must include letters from contracted haulers, reprocessors, and recyclers indicating that they are able to manage waste from the project.~~ The developer agrees to obtain the County Manager’s approval of this plan, as meeting the terms of this condition, prior to the issuance of the Clearing, Grading, and Demolition permit, and to implement the plan throughout demolition and construction of the project. ~~Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management.)~~

Green Building Fund Contribution

- 13. ~~Intentionally omitted.~~ The developer agrees to make a contribution to the County’s Green Building Fund of \$6,306.99 (\$0.03 X 210,233 square feet). The payment shall be made to the Department of Environmental Services prior to the issuance of the Clearing, Grading, and Demolition Permit, and compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment. If the project achieves formal certification as a LEED Green Building from the U.S. Green Building Council within one year of issuance of the Master Certificate of Occupancy, the Green Building fund contribution shall be refunded upon receipt of written request, and documentation of LEED certification, by the applicant.

14. Vacations and Encroachments

The developer agrees, prior to the issuance by the County of any permit for development of the site plan, except for demolition permits solely for buildings and structures not owned by the County or located on property within which the County has an interest, to obtain approval of, and fulfill all required conditions of, all ordinances of vacation and/or

ordinances of encroachment associated with and/or required to build the project, or any portion thereof, as depicted on the site plan referenced in Condition # 1 of this Ordinance and in accordance with final site engineering plans for the project approved by the County. The satisfaction of the requirements of this condition may be phased (i.e., all ordinances of vacation or ordinances of encroachment associated with each approved phase of development must be enacted or obtained before issuance, by the County, of any permit for any work relating to, or necessary for, such phase, except for demolition permits for buildings or structures, not owned by the County or located on property within which the County has a legal interest) provided that such phasing is approved by the County Manager as part of a phasing plan as set forth in Condition #83. Irrespective of any other conditions set forth herein, the developer agrees that no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless and until the developer, before any Excavation/Sheeting and Shoring Permit is issued, first has: a) obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and, b) met all of the conditions of such ordinance(s). ~~The developer agrees submit Vacation and Encroachment application(s) or waiver form(s) prior to the issuance of any permits for the site plan. Vacations and encroachments shall be recorded before the Final Building Permit is issued.~~

- **The following Conditions of site plan approval (#15 through #36) are valid for the life of the site plan and must be met by the developer before issuance of the Excavation/Sheeting and Shoring Permit, or such other permit as is specified in each condition.**

15. **Coordination of these plans: final site development, landscape and site engineering**
The developer agrees to attach the County Board meeting minutes outlining the approved conditions and the conditions themselves to each set of Building Permit drawings that they submit to the County. The developer agrees to submit to, and obtain approval from, the Zoning Administrator ~~and obtain approval from the County Manager~~ of a detailed final landscape plan prior to issuance of the Excavation/Sheeting and Shoring Permit. The final landscape plan shall be submitted at a scale of 1 inch = 25 feet, in conjunction with the final civil engineering plan as required in Condition #~~21~~18 below, as well as a vicinity map with major streets labeled. The final landscape plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia. The developer further agrees that the final landscape plan and the final civil engineering plan shall verify, by means of survey, that there are no conflicts between the street trees and utilities. The developer shall obtain approval by the County Manager for both plans as meeting all requirements of the County Board's site plan approval and all applicable county laws and plans before the issuance of the ~~Excavation/Sheeting and Shoring~~ Footing to Grade Permit. The plan shall be consistent with the conceptual landscape plan approved as a part of the site plan, and, at a minimum, shall conform to: the landscaping requirements in Conditions #16 and #21 below; the *Arlington County Streetscape Standards*; the *Virginia Square Sector Plan*; the County's landscaping, planting, and sidewalk and driveway construction specifications; and/or

other applicable urban design standards approved by the County Board. In order to facilitate comparison with the final civil engineering plan, the landscape plan shall be at a scale of 1 inch = 25 feet; the County may require more detailed plans appropriate to landscape installation at a larger scale to also be submitted. The County may permit minor changes in building, street and driveway locations and other details of design as necessitated by more detailed planning and engineering studies if such changes are consistent with the provisions of the Zoning Ordinance governing administrative approval and with the intent of the site plan approval. The landscape plan shall include a Street Tree Plan which shall be reviewed by DPRCR and DCPHD, and shall be accompanied by the civil engineering plan. The developer agrees to complete all hardscape features shown on the approved landscape plan prior to the issuance of the first partial Certificate of Occupancy for tenant occupancy. The developer further agrees that all plant materials shown on the final landscape plan shall be installed before the issuance of the first Partial Certificate of Occupancy for occupancy of any space above grade for the respective phase of construction. The Zoning Administrator may, through the administrative change process, allow modifications to the timing of this condition if the Zoning Administrator finds, that on the planting season, availability of plant materials, weather, or other construction-related issues, do not permit installation of plant materials or construction of hardscape features by the required timing, and that the developer has been diligently pursuing the planting of the required materials..

~~The installation of all plant materials shown on the final landscape plan shall take place before the issuance of the first Certificate of Occupancy for the respective phase of construction.~~ Upon approval of the final landscape plan and prior to the issuance of the first partial Certificate of Occupancy for the respective phase of construction/tenant occupancy, the developer agrees to submit to the Department of Community Planning, Housing, and Development (DCPHD) a copy of the contract for construction and installation of all landscape materials. The developer agrees that the final landscape plan shall include the following details:

- a. The location and dimensions of traffic signal poles and control cabinets, utility meters, utility vaults and boxes, transformers, mechanical equipment, fire hydrants, standpipes, storm water detention facilities, bus stops, the location of all existing and proposed utility lines and of all easements. The location of traffic control cabinets shall be shown on the final civil engineering plan and placed so they do not obstruct pedestrian travel or be visually obtrusive. Traffic control cabinets (existing or proposed) shall not be located in the pedestrian clear zone of the public sidewalk, including but not limited to access areas to ADA ramps, crosswalks, building entrances, and interior walkways. Transformers shall not be placed above grade in the setback area between the building and the street.

The developer agrees to relocate existing traffic signal poles, traffic signal cabinets, and any other existing traffic-related items and equipment located on, or in the public right-of-way and contiguous to the development site as described below. The developer agrees that the improvements shall conform to the DES Construction Standards and Specifications, and shall be shown on the approved

final engineering plan. Installation of the improvements shall be completed prior to issuance of the first certificate of occupancy for the development. The developer agrees to fund and install the following improvements:

- b. Intake and exhaust garage ventilation grates may not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The developer agrees to provide drawings showing how the garage will be ventilated as part of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Except as shown on the plans dated ~~October 24, 2007~~ December 9, 2011, ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. The developer shall obtain approval from the County Manager of the location and screening of all ventilation grates as part of the review of the final civil engineering plan and the final landscape plan before issuance of the Footing to Grade Permit.
- c. The location, dimensions, materials, and pavement pattern, where applicable, for driveways and access drives, automobile drop-off areas, ADA ramps, driveway aprons, service drives, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet. All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager according to adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the final landscape plan.
- d. The location and types of light fixtures for streets, parking, walkway and plaza areas, and associated utilities, as contained in the lighting plan required in Condition #534 below.
- e. Topography at two (2) foot intervals, the finished first floor elevation of all structures, and top-of-slab elevation for any proposed underground structures.
- f. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including but not limited to dimensions, size, style(s), materials(s), finish(s) and manufacturer(s) of seating, bollards, trash receptacles, bike racks, arbors, trellises, and water features, and other landscape elements or structures. Include public art information, if known.

- g. The location and planting details for street trees in accordance with Department of Environmental Services Standards and Specifications for planting in public rights-of-way and as shown on the final civil engineering plan.
- h. The limits of demolition and construction.

The developer agrees that once approved, the final landscape plan shall govern construction and/or installation of elements and features shown thereon, except as amendments may be specifically approved through an Administrative Change request.

~~The final design shall include the location and design of hardscape and plantings, street furniture including benches, lights, trash receptacles, and any other aesthetic and functional elements to be located in the plaza, paving patterns, and the water feature shown on the plans dated October 24, 2007 near the corner of Fairfax Drive and North Quincy Street. The design team shall use the Site Plan dated October 24, 2007 in the plan submission dated October 24, 2007 as a starting point for the final design. The developer shall coordinate with the County Manager or his designee on the design, fabrication, installation, signage, and maintenance plan for the public plaza. The developer agrees that the final plaza design shall be reviewed by the Site Plan Review Committee prior to approval of the final site development and landscape plan for the site plan. Implementation of the approved landscape plan, including installation of all elements shown in the plan, shall be completed prior to issuance of the first Certificate of Occupancy for the new building. The developer agrees to maintain the plaza and all elements within the plaza, for the life of the site plan.~~

- i. **[THIS CONDITION IS UNDER REVISION AND WILL BE PROVIDED IN A SUPPLEMENTAL REPORT]**

Landscape Standards

- 16. The developer agrees that all landscaping shall conform to ~~Division of Transportation~~ Department of Environmental Services Standards and Specifications and to at least the following requirements:

- a. Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:
 - (1) Major deciduous trees (shade or canopy trees such as Oaks, Maples, London Plane Trees, Japanese Zelkovas, etc.) other than street trees—a minimum caliper of 4 to 4 1/2 inches, except as indicated in Condition #21 below.
 - (2) Evergreen trees (such as Scotch Pines, White Pines, Hemlocks, etc.)—a minimum height of 7 to 8 feet.

- (3) Ornamental deciduous trees (such as Cherries, Dogwoods, Serviceberries, Hornbeams, etc.)—a minimum caliper of 3 to 3 1/2 inches. Multi-stem trees shall not be less than 10 feet in height.
 - (4) Shrubs—a minimum spread of 18 to 24 inches.
 - (5) Groundcover—in 2 inch pots.
- b. ~~The developer agrees to coordinate with the DPRCR urban Forester to determine an appropriate and acceptable season in which to conduct planting. Planting is to occur during a season so as to best ensure the viability of the plantings. In addition, the developer agrees to plant trees prior to issuance of the first Certificate of Occupancy Permit.~~ plant all street trees prior to issuance of the first Partial Certificate of Occupancy for occupancy of any space above grade for the respective phase of construction, unless, after finding that the developer has been diligently pursuing the work for such planting, the Zoning administrator further finds that, based on the planting season, the availability of street trees, and/or the weather, the timing of the planting must be adjusted for practical reasons. The Zoning Administrator may impose conditions on any time extension in order to ensure that the work is completed . The developer also agrees to fulfill the Public Improvement Bond requirements (Condition #38). The developer agrees to notify the DPRCR Urban Forester at least 72 hours in advance of the scheduled planting of any street trees in the public right-of-way and to be available at the time of planting to meet with staff of DPRCR to inspect the plant material, the tree pit and the technique of planting. Soil used in the tree pit must meet the specifications for street tree planting available from the DPRCR Urban Forester.
- c. All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.
- d. Exposed earth not to be sodded or seeded shall be well-mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.
- e. Soil depth shall be a minimum of four (4) feet plus 12 inches minimum of drainage material or other drainage material commonly used in the industry as reviewed and approved by the County Manager on the landscape plan, for trees and tall shrubs and three (3) feet for other shrubs. This requirement shall also apply to those trees and tall shrubs in raised planters. Soil depth for raised planters shall be measured from the bottom of the planter to the top of the planter wall. The walls of raised planters shall be no higher than seat-wall height (2 1/2 feet, maximum) above the adjacent finished grade.

- f. Finished grades shall not exceed a slope of three to one or the grade that existed before the site work began.
- g. The developer agrees to maintain the site in a clean and well-maintained condition before the issuance of the Clearing, Grading and Demolition Permit and agrees to secure and maintain the site throughout the construction and phasing process. Further, the developer agrees to submit and obtain the County Manager's approval of a maintenance agreement which shall ensure that all plaza areas and other landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the site plan and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 32A of the Zoning Ordinance.
- h. ~~The developer agrees to notify the DPRCR Urban Forester at least 72 hours in advance of the scheduled planting of any street trees in the public right-of-way and to be available at the time of planting to meet with staff of DPRCR to inspect the plant material, the tree pit and the technique of planting. Soil used in the tree pit must meet the specifications for street tree planting available from the DPRCR Urban Forester.~~

Utility Company Contacts

- 17. The developer agrees to contact all utility companies, including the electric, telephone and cable television companies, and offer them access to the site at the time of utility installation to install their underground cables. In order to comply with this condition the developer agrees to submit to the Zoning Administrator copies of letters from the developer to the utility companies offering them access as stated above for each phase of the projec as phases are identified in condition #83.

- 18. **Final site Civil engineering plan approval by DOT DES**

~~The developer agrees to submit final site engineering plans the Division of Transportation. The plans shall include a receipt from the Zoning Office that the landscape plan has been accepted. Staff comments on the final engineering plans will not be provided to the developer without submission of the landscape plan to the Zoning Office. The plans shall be drawn at the scale of 1 inch = 25 feet and be 24 inches by 36 inches in size. Neither the Excavation/Sheeting and Shoring permit nor the first Building Permit shall be issued until final site engineering plans which agree with the approved final site development and landscape plans, and the sequence of construction, has been approved by the Division of Transportation and the CPHD Site Planner, as consistent with all site plan approval requirements and all County laws. To ensure final sign-off, the plans shall include CPHD Site Planner review and signature blocks. Upon completion of the construction of a project, the developer agrees to submit one (1) set of as-built mylar plans for sanitary, storm sewer and water main construction to the Division of Transportation for recording.~~

The developer agrees to submit a complete set of civil engineering plans acceptable to the Department of Environmental Services, as meeting the requirements of this site plan approval prior to issuance of the Clearing and Grading Permit. The plans shall be drawn

at the scale of 1 inch = 25 feet and be 24 inches by 36 inches in size. The developer further agrees that the Footing to Grade Permit shall not be issued until civil engineering plans which agree with the approved final landscape plan, and the sequence of construction, have been approved by the Department of Environmental Services and the CPHD Site Planner, as consistent with all site plan approval requirements and all County codes, standards, and policies.

The developer further agrees to meet the following requirements prior to issuance of the Excavation/Sheeting and Shoring Permit:

- Approval of a Maintenance of Traffic Plan for the Excavation/Sheeting and Shoring phase of work;
- Approval of a tieback plan, or alternatively, submission of a statement from the developer confirming that tiebacks will not be used in the right of way during construction of the project; and
- A minimum of one complete review of the civil engineering plans for which staff has made a finding of no adverse impact to public infrastructure and adjacent public or private property.

The developer also agrees to obtain all necessary permits prior to commencing any excavation, sheeting, or shoring on the project.

19. Pavement, Curb and Gutter Along All Frontages

The developer agrees to show on the final engineering plans pavement, curb and gutter along all frontages of this site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first partial Certificate of Occupancy for occupancy of the applicable phase of the project/tenant occupancy. The Zoning Administrator may, if she finds that the season, weather or other construction-related issues do not permit installation of these features by the required timing, and finds that the developer is diligently pursuing the work approve an extension of time for completion of construction of the curb, gutter, and pavement..

- ~~a. — The developer agrees to construct new curb and gutter along N. Pollard Street approximately 29.5 feet west of the existing east curb, as shown on the final engineering plan approved by the County Manager or his designee.~~
- ~~b. — The developer agrees to construct new curb and gutter along N. Fairfax Dr. and N. Quiney St., in approximately their existing location, as shown on the final engineering plan approved by the County Manager or his designee.~~
- ~~c. — The developer agrees to construct new curb and gutter along 10th Street N. approximately 34.5 feet south of the existing north curb, as shown on the final engineering plan approved by the County Manager or his designee.~~
- ~~d. — The developer agrees to construct crosswalks of materials as approved by the County, built per Arlington County Standards, as shown on the final engineering~~

~~plan approved by the County Manager, along with all adjacent curb ramps at the following locations:~~

- ~~(1) — Across North Quincy Street at Fairfax Drive and 10th Street North,~~
- ~~(2) — Across North Pollard Street at 10th Street North and Fairfax Drive;~~

~~e. — The developer agrees to construct raised crosswalks at the elevation of the sidewalks at either end, constructed of materials as approved by the County, built per Arlington County Standards, as shown on the final engineering plan approved by the County Manager, at the following locations:~~

- ~~(1) — Across 10th Street North at North Quincy Street and North Pollard Street;~~

~~f. — The developer agrees to construct intersection nubs at the following locations adjacent to the site as shown on the final engineering plan approved by the County Manager:~~

- ~~(1) — East and west sides of North Quincy Street at Fairfax Drive,~~
- ~~(2) — East side of North Quincy Street at 10th Street North,~~
- ~~(3) — South side of 10th Street North at North Quincy Street and North Pollard Street,~~
- ~~(4) — North side of Fairfax Drive at North Quincy Street and North Pollard Street;~~

~~g. — The developer agrees to construct all curb ramps perpendicular to the face of curb.~~

a. The developer agrees to construct new curb and gutter along North Quincy Street, which results in a varying street cross section of approximately 51-feet as shown on the final engineering plan approved by the County Manager. The developer also agrees to nub the parking lane and construct one crosswalk and accompanying handicap ramp at the intersection with Fairfax Drive and nub the parking lane with accompanying handicap ramps at the intersection with 10th Street N as shown on the final engineering plan approved by the County Manager.

b. The developer agrees to construct new curb and gutter along 10th Street N, which results in a varying street cross section of approximately 34.5-feet as shown on the final engineering plan approved by the County Manager. The curb along 10th Street N, on both the north and south side, shall be a mountable curb. In addition, the curb on the south side of 10th Street N. may include curb inlets to Low Impact Development (LID) tree strips. The developer also agrees to nub the parking lane on both the north and south sides of 10th St. N., and construct one crosswalk and accompanying handicap ramps at the intersection with North Quincy Street. The developer also agrees to also nub the parking lane on both the north and south side of 10th St. N. and construct one crosswalk and accompanying handicap ramps at the intersection with Pollard Street N, as shown on the final engineering plan approved by the County Manager.

- c. The developer agrees to construct new curb and gutter along N. Pollard St., which results in a varying street cross section of approximately 34-feet as shown on the final engineering plan approved by the County Manager. The developer agrees that two (2) parking spaces will be provided along N. Pollard St., as shown on the 4.1 site plan submission, unless the County requests, prior to the issuance of the Above Grade Building Permit, that the alternative plan on page L5.02, with an expanded sidewalk for the bikeshare station, be provided. The developer also agrees to nub the parking lane and construct one crosswalk and accompanying handicap ramps at the intersection with 10th Street North, and nub the parking lanes and construct one crosswalk and accompanying handicap ramps at the intersection with Fairfax Drive as shown on the final engineering plan approved by the County Manager.

- d. The developer agrees to construct new curb and gutter along N. Fairfax Drive, which results in a varying street cross section of approximately 39-feet to 43.5-feet as shown on the final engineering plan approved by the County Manager. The developer also agrees to nub the parking lane and construct one crosswalk and accompanying handicap ramps at the intersection with North Pollard St. and nub the parking lane and construct one crosswalk and accompanying handicap ramps at the intersection with North Quincy St. as shown on the final engineering plan approved by the County Manager.

~~All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations.~~ The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval; provided, however, that the developer shall not be obligated to provide such improvements if the developer demonstrates to the County Manager that they would increase the projected cost anticipated for such improvements as shown on the site plan drawings dated December 9, 2011 unless the County provides additional funding to offset such increased cost or decreases the scope of such improvements to be within the originally anticipated cost.

20. **Survey Monuments**

~~The developer shall submit a boundary survey of the site, with an error of closure within the limit of one (1) in twenty thousand (20,000), related to the Virginia Coordinate System of 1983 (VCS 83). Two (2) adjacent corners or two points on every plan sheet shall be referenced to the VCS 83 with coordinate values shown in feet. If a conversion from meters to feet is necessary, the foot definition used for conversion is the U.S. Survey Foot of 1 ft = 1200/3937 E+00 meters. If the development is located more than one half mile from an Arlington County Survey Control Network (ACSCN) monument,~~

~~the developer shall utilize a Virginia Licensed Land Surveyor to establish a permanent second order accuracy (or higher) survey control monument. The surveyor shall comply with standards and specifications contained in the current VDOT Survey Manual. The surveyor will be required to submit his or her computations to the Office of the County Surveyor for inclusion into the ACSCN. Plans referenced to the VCS 83 shall be annotated as follows: "The site shown hereon is referenced to the Virginia Coordinate System of 1983 as computed from a field survey which ties this boundary to the Arlington County Survey Control Network."~~

The developer agrees to submit, before issuance of the Excavation/Sheeting and Shoring Permit, a survey of the site adherent to the following:

Horizontal Datum - All Site Plans shall be referenced to the Virginia Coordinate System of 1983 (VCS 83). Two (2) adjacent corners or two points on every plan sheet shall be referenced to the VCS 83 with coordinate values shown in U.S. Survey feet. All plans shall be annotated as follows: "The site shown hereon is referenced to the Virginia Coordinate System of 1983 as computed from a field run boundary and horizontal control survey."

Vertical Datum - All Site Plans shall be referenced to the North American Vertical Datum of 1988 (NAVD 88). All plans shall be annotated as follows: "The site shown hereon is referenced to the North American Vertical Datum of 1988 as computed from a field run vertical control survey."

21. **Sidewalk Design and Improvements**

The developer agrees that the final sidewalk pattern/design and final selection of materials and colors to be used shall be as determined by the County Manager on the final landscape plan and final civil engineering plan, in accordance with the Arlington County Streetscape Standards or other applicable urban design standards approved by the County Board and in effect at the time of the final landscape plan approval. The clear pedestrian zone of all public sidewalks shall also be indicated.

The sidewalk clear zones along the street frontages of this development shall be consistent with the Arlington County Streetscape Standards and shall be placed on a properly-engineered base approved as such by the Department of Environmental Services. The developer agrees that the clear pedestrian zone sidewalk shall:

- a. Continue across all driveway aprons for loading and garage entrances along all frontages of the site plan, and there shall be no barriers to impede the flow of pedestrian traffic.
- b. Not be less than six feet wide at any point
- ~~c. Allow encroachments by sidewalk cafes only in accordance with Condition # 66 and under the provisions of the Arlington County Streetscape Standards~~
- d. Allow pinch-points only under the provisions of the Arlington County Streetscape Standards
- e. Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval and under the provisions of the Arlington County

Streetscape Standards.

- f. Not contain joints or use patterns that create gaps of ¼-in depth or greater at spacings of less than 30.”

The developer further agrees to construct the sidewalk improvements detailed below prior to the issuance of the first partial Certificate of Occupancy for occupancy of the applicable phase of the project/tenant occupancy, as such phases are defined in condition #83.

The sidewalks shall contain street trees placed in either tree pits, ~~tree grates~~ or planting strips, consistent with the Standards for Planting and Preservation of Trees in Site Plan Projects, and as specified below. Placement, planting and root enhancement options shall be consistent with the Standards for Planting and Preservation of Trees in Site Plan Projects, and as specified below. Street trees shall not be placed within the vision obstruction area. All public walkways shall be constructed to County Standard. The developer, or any subsequent owner, also agrees to maintain and replace the street trees and sidewalks for the life of the site plan. The sidewalk sections and street tree species shall be as follows:

Fairfax Drive – A minimum 20-foot wide sidewalk measured from the back of curb, maintaining a 10-foot wide clear sidewalk, including ~~56~~ feet by 12 feet tree pits, planted with 4 to 4 ½ inch caliper ~~Red Maple street trees and~~ Willow Oak street trees at 28- to 32-feet on center tree pits 6 feet by minimum of 12 feet with such ground cover as liriopé muscarii, hypericum, calycinum (Aarons Beard), or juniperius conferta (Shore Juniper), ~~placed approximately 30 feet apart on center and~~ placed a minimum of eight (8) inches back from the back of curb.

North Quincy Street – A minimum 16-foot wide sidewalk measured from the back of curb, maintaining a 10-foot wide clear sidewalk, including 5 feet by 12 feet tree pits, planted with 4 to 4 ½ inch caliper Red Maple street trees at 28- to 32-feet on center and such ground cover as liriopé muscarii, hypericum, calycinum (Aarons Beard), or juniperius conferta (Shore Juniper), and placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb.

10th Street North – A minimum 14-foot wide sidewalk measured from the back of curb, maintaining a 8-foot wide clear sidewalk, including 5 foot wide Low Impact Development (LID) tree strips with understory bioretention plantings feet by 12 feet tree pits, planted with 4 to 4 ½ inch caliper ~~Red Maple~~ London Plane Tree street trees at 24- to 28-feet on center and such ground cover as liriopé muscarii, hypericum, calycinum (Aarons Beard), or juniperius conferta (Shore Juniper), and placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb.

North Pollard Street – A minimum 10- to 14-foot wide sidewalk measured from the back of curb, maintaining a 8-foot wide clear sidewalk, including 5 feet by 12 feet tree pits, planted with 4 to 4 ½ inch caliper ~~Red Maple~~ London Plane Tree street trees in tree pits 5 feet by 12 feet or as fits between parallel parking spaces and with such ground

cover as *liriope muscarii*, *hypericum*, *calycinum* (Aarons Beard), or *juniperus conferta* (Shore Juniper), and placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb. ~~Sidewalk pedestrian refuges with a minimum width of three feet shall be located between the loading access driveway and the garage access driveway.~~

~~The developer further agrees to provide landscape pots along 10th Street in locations tree pits cannot be installed.~~

Subsurface Structure-free Zone for Utilities and Streetscape

22. The developer agrees that in order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the final design of the project shall provide a structure-free zone under the public sidewalk along all street frontages, ~~as required in the *Standards for Planting and Preservation of Trees in Site Plan Projects*.~~ This zone shall be a minimum of five (5) feet deep and shall extend from the back of the street curb to the far edge of the public sidewalk. No subterranean structures (such as parking garages) shall intrude into this five foot deep zone. Within the zone, underground utilities and utility vaults shall not be located in a manner that interferes with the appropriate spacing and replacement of street trees, consistent with the approved final site and development and landscape plan. Utility lines shall not be located beneath street trees. The location of all existing and proposed utility lines shall be shown on both the final landscape plan and the final site engineering plan.

The developer further agrees, on behalf of the developer and its successors and assigns, to indemnify and hold harmless the County Board, its elected and appointed officials, employees and agents from any liability, claim, damage, cost and expense of whatsoever nature concerning or arising out of the design, location, construction, reconstruction, maintenance, use and/or regulation of the garage located under the sidewalk and utility easements along North Quincy Street, North Pollard Street, and N. Fairfax Drive.

Water Service Requirements

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

Sanitary Sewer and Water Main Requirements

24. Intentionally omitted. ~~The developer agrees that, all sanitary sewers and water mains, including water services, shall have a minimum of ten (10) feet horizontal clearance from each other and five (5) feet clearance from all other utilities, and shall have a minimum of~~

~~10 feet horizontal clearance from buildings and other structures. Water mains 16 inch and larger, and mains placed more than 10 feet deep shall have a minimum of 15 feet horizontal clearance from buildings and other structures; and sanitary sewers 15 inches and larger, or sewers placed more than 10 feet deep shall have 15 feet minimum clearance from buildings and other structures. All water mains and sanitary sewers shall meet County Standard design criteria.~~

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

Existing Water Main or Fire Hydrant Service

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

Water Main Improvements

26. The developer agrees to show on the final engineering plans, and to construct, water main improvements in accordance with the ~~following standards defined in the Arlington County Department of Environmental Services Construction Standards and Specifications Manual as well as the following as outlined below~~. The water main improvements shall be constructed prior to the issuance of the First Certificate of Occupancy for the respective phases of construction.

~~The water meter connection shall be along 10th Street and tie into the existing eight-inch water line, as shown on the final engineering plan approved by the County Manager or his designee.~~

The developer agrees to upgrade the existing six-inch water main in Pollard Street, from the existing tie-in from the Georgetown Medical Office Building to the nearest junction with the existing 12-inch water main on the south side of Fairfax Drive, to an eight-inch water main, as shown on the final engineering plan approved by the County Manager, ~~or his designee~~.

Sanitary Sewer Main Improvements

27. The developer agrees to show, on the final engineering plans, and to construct, sanitary sewer main improvements in accordance with the ~~following standards defined in the Arlington County Department of Environmental Services Construction Standards and Specifications Manual as well as the following as outlined below~~. The sanitary sewer main improvements shall be constructed prior to the issuance of the First Certificate of Occupancy for ~~any space in the project~~ the respective phases of construction.

~~The sanitary sewer main connection shall be on 10th Street to the existing 12 inch line, as shown on the final engineering plan approved by the County Manager or his designee.~~

None.

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

28. **Storm Sewer Improvements**

The developer agrees to show on the final engineering plans, and to construct, storm sewer improvements in accordance with the standards defined in the Arlington County Department of Environmental Services Construction Standards and Specifications Manual as well as the following as outlined below. The storm sewer improvements shall be constructed prior to the issuance of the first Certificate of Occupancy for the respective phases of construction.

None.

~~**Horizontal Standpipe or Fire Hydrant and Fire Department Connection Requirements**~~

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

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

30. **Replacement of Damaged Existing Curb, Gutter and Sidewalk**
The developer agrees to remove and replace, according to the Arlington County Department of Environmental Services Construction Standards and Specifications Manual, any existing curb, gutter and sidewalk along the street frontages of this site which is in poor condition or damaged by the developer, prior to the issuance of the first Certificate of Occupancy. The Zoning Administrator may, after finding that the developer has diligently pursued the work, but due to the season, weather, or other construction-related issues, the developer cannot reasonably meet the requirement for

completion of this condition, approve a revision to the timing requirements for installing curb, gutter, and sidewalk that will ensure that the work is completed.

31. **Street Lighting Requirements**

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

The developer agrees to purchase and install ~~Virginia Power "Carlyle"~~ standard Arlington County streetlights along all frontages of the site in accordance with adopted County Street Lighting Policy. The height of the streetlights shall be as shown on the final engineering plan or as otherwise approved by the County Manager.

- a. ~~Double globe lights on Fairfax Drive and Quincy Street, with globe pair set parallel to the curb and~~
- b. ~~Single globe lights on all other streets.~~

~~The developer agrees to purchase and install Virginia Power "Carlyle" standard streetlights per the Virginia Square Sector Plan. The height of the streetlights shall be 16 feet on all frontages. The developer agrees to remove all standard thoroughfare lights from the site, unless the County decides that one or more are required to provide adequate lighting for street safety purposes at intersections. The developer agrees to pay the cost of moving existing or installing additional standard thoroughfare lights should the County decide that they are necessary to provide adequate lighting for street safety purposes if required above.~~

Underground Existing Aerial Utilities

32. The developer agrees to remove and/or place underground all existing aerial utilities within or along the periphery of the entire site plan site as shown on the final site development and landscape plan and the final engineering plan approved by the County Manager. Any utility improvements necessary to provide adequate utility services to this development or utility work necessary to provide a terminus to the underground facilities shall be paid for by the developer and shall not result in the installation of any additional utility poles, or aerial devices. All utility relocation shall be completed prior to the issuance of the Shell and Core Certificate of Occupancy. The developer agrees to construct/install four (4) 2-inch communication conduits (HDPE or equivalent County standard for communication conduits) and junction boxes along North Fairfax Drive and North Quincy Street, for the sole and exclusive use by Arlington County, unless the County Manager determines that less conduit is required, because existing conduit around the site together with the reduced amount to be provided by the developer is sufficient to serve the type and availability of County facilities and traffic signals that require communications, at the time of Final Engineering Plan approval. The conduit shall be designed and built as approved in the Final Engineering Plan and consistent with the then current Arlington County Traffic Signal Specifications for the installation of communication conduit. The developer agrees to install the conduit prior to the issuance of the Shell and Core Certificate of Occupancy for the respective phases of construction.

Off-street Parking for Construction Workers

33. The developer agrees to provide off-street parking for all construction workers without charge to the workers. In lieu of providing parking, the developer may provide a subsidy for the construction workers in order that they may use Metro, provide a van for van pooling, or use another established method of transportation to provide for construction workers to arrive at the site. Compliance with this condition shall be determined based on a plan which shall be submitted to the Zoning Administrator, and for which the developer has obtained the Zoning Administrator's approval, before the issuance of the Excavation/Sheeting, and Shoring Permit. This plan shall set forth the location of the parking to be provided at various stages of construction, how many spaces will be provided, how many construction workers will be assigned to the work site, and mechanisms which will be used to encourage the use of Metro, carpooling, vanpooling, and other similar efforts. The plan shall also provide for a location on the construction site at which information will be posted regarding Metro schedules and routes, bus schedules and routes, and carpooling and vanpooling information. If the plan is found to be either not implemented or violated during the course of construction, a correction notice will be forwarded to the developer. If the violation is not corrected within ten (10) days, a "stop work order" will be issued, and construction halted until the violation has been corrected.

Address Indicator Signs

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

Façade Treatment of Buildings

35. The developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be as specified and shown on the submitted drawings identified in Condition #1 and as presented to the County Board and made a part of the public record on the County Board date identified in Condition #1, including all renderings, drawings, and presentation boards presented during public hearings. The developer agrees to submit three (3) copies of colored drawings and renderings façade elevations at 24" x 36", which label the materials and colors for each elevation of the building, including interior elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), one (1) copy of black and white architectural elevations, and ~~material samples~~ one (1) sample material board at no larger than 24" by 36", for review by the County Manager for consistency with this site plan approval prior to the issuance of the Footing to Grade Permit. The submission shall be made to the Zoning Office. The developer further agrees to obtain the approval of the County Manager of the façade treatment as being consistent with the County Board approval before the issuance of the Final Building Permit.

The developer agrees that all retail storefronts along public rights-of-way including those facing North Quincy Street and the entire frontage on Fairfax Drive, will have an overall minimum transparency of 50% as measured from floor to ceiling. ~~The lowest edge of the nonresidential ground floor windows shall be no more than one foot from the outside grade (Fairfax Drive, Pollard Street, and North Quincy Street elevation.~~ In addition, the portions of the Fairfax Drive and North Quincy Street retail and Black Box Theater frontages ~~and non-residential portions of North Pollard Street~~, that are located between three and eight feet from grade are required to be at least 80% transparent. ~~While the funeral home use occupies the space, windows may be treated to reduce or eliminate transparency to a minimum of 50% between three and eight feet from grade. The developer agrees to obtain approval of the window treatment to reduce transparency as part of the façade plan.~~ The purpose of this condition is to allow pedestrians to view the activity within the retail establishment and Black Box Theater and to allow patrons and employees of these spaces retail establishments to view the activity on the sidewalk and street. "Transparency" shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment or Black Box Theater where human activity normally occurs and shall not be satisfied by views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like. Provided that the exterior material is glass or other transparent material, a tenant may apply to the County Board for a site plan amendment to grant an exception to this condition for a specified duration.

~~The developer agrees to substantially reduce the visual impact of the mechanical penthouse through design and reduction of height and extent of the penthouse, including reducing the volume of the penthouse structure by at least 25% from that shown on the drawings dated October 24, 2007. The developer shall obtain approval from the County Manager of the location, height, and design of the mechanical penthouse as part of the final façade plan review.~~

~~The developer agrees to design and implement a decorative treatment for the parking garage and loading dock doors that provides pedestrian interest and architectural compatibility with the surrounding building façade. This design shall be submitted as part of the façade plans.~~

~~The developer agrees to design and implement a decorative treatment for the walls adjacent to the garage and loading entrances as part of the final façade plans.~~

~~The developer agrees to redesign the garage exhaust vent and fans so that no portion of the vent is located on a wall below eight (8) feet above grade and so that no exhaust fan is angled to exhaust below eight (8) feet above grade. The redesigned exhaust vents shall be shown on the final façade plans.~~

Recordation of Public Easements and Deeds of Dedications

36. ~~All required public deeds of easement and deeds of dedication shall be submitted to the Division of Transportation prior to the issuance of the Excavation/Sheeting and Shoring Permit, and be approved and recorded among the land records of the Clerk of the Circuit Court of Arlington County, by the developer before the issuance of the Final Building Permit. The developer agrees that there shall be no building construction within the easement area without approval by the County Manager or the County Board. Dedications granted by the developer for street and public right of way purposes and improvements shall be dedicated in fee simple to the County. Dedications granted by the developer for improvements, including, but not limited to, sidewalks, street trees, other streetscape plantings, and water, storm sewer, sanitary sewer, and other utilities, may be dedicated by easement to the County. The developer agrees that, for each phase, as phase is defined in the phasing plan required in Condition #83, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved site engineering plans, for the construction of any public street, public infrastructure, public utility, public facility or public improvement (jointly "Public Improvements"), shall be: a) submitted by the developer to the Department of Environmental Services for review prior to the issuance of any Excavation/Sheeting and Shoring Permit for such phase; and b) approved by the County and recorded by the developer, among the land records of the Circuit Court of Arlington County, before the issuance of the first Certificate of Occupancy for the building(s) or any portion thereof for such phase. The developer agrees to convey all real estate interests conveyed by the developer to the County for public street or public right-of-way purposes in fee simple, free and clear of all liens and encumbrances. The developer agrees that real estate interests conveyed by the developer to the County for Public Improvements or public uses, including, but not limited to, sidewalk, street trees, other streetscape planting, water mains, storm sewers, sanitary sewers, and other public utilities and facilities, which other Public Improvements are not located, or to be located, in the public street or public right-of-way may be granted to the County by deed(s) of easement, but only where, in the deed(s) conveying such real estate interests to the County, all liens and encumbrances are subordinated to the easement rights of the County.~~

~~Before issuance of the excavation, sheeting, and shoring permit the Applicant shall obtain approval of an Encroachment Ordinance permitting the Applicant to construct an electrical vault within the encroachment area, provided however, that the vault is attached to, and or serves, a building authorized by Amendment to Site Plan #386 approved by the County Board referenced in Conditions #1 and #10 above.~~

- **The following conditions of site plan approval (#37 through #45) are valid for the life of the site plan and must be met by the developer before issuance of the Footing to Grade Structure Permit.**

Plat of Excavated Area

37. The developer agrees to submit one (1) plat, drawn at the scale of 1 inch = 25 feet and 24 inches x 36 inches in size, of the excavated area showing spot elevations which confirm that the construction drawings are consistent with the average site elevation, and with the building's ground floor elevation(s) at the building's lowest level(s), as approved by the County Board and as indicated in the plans referenced in Conditions #1 and #10 above. Spot elevations shall be taken at spots determined at the time of the pre-construction meeting and shall at a minimum consist of two corners and spot elevations from 50% of the total area to be excavated. The elevations shall be provided prior to the issuance of the footing to grade permit. Provided however, that when the Zoning Administrator determines that the excavated area will be greater than 20,000 square feet, the Zoning Administrator may reduce the area for which elevations must be provided before issuance of a footing to grade permit. Additional elevations confirming the elevations of the remainder of the excavation shall be provided prior to issuance of any permit for above grade construction.

Public Improvements Bond

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

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

~~Underground Electrical Transformers~~

39. The developer agrees ~~that all new electrical transformers shall be placed underground in vaults which to~~ install all new electric transformers, and all associated appurtenances, in

~~an above-ground utility vault interior to the building. All new electrical transformers and associated appurtenances shall meet Dominion Virginia Power design and construction standards and specifications. These vaults may be placed in the street right-of-way or in driveways if approved by the County on the final site engineering plan. Ventilation grates may not be located within public sidewalks or streets, or within areas used as a walkway between the street curb and any building. The locations of the vaults shall be coordinated with other utility locations so as to have a minimum clearance of five (5) feet to conduits and manholes and a minimum clearance of 10 feet to water mains and sanitary sewers unless otherwise approved by the owner of that utility. The developer shall agree to obtain approval from the County Manager on for the location of all the utility vaults, vault ventilation grates, and utilities associated appurtenances, as part of the review and approval of the final site engineering plans by the Department of Environmental Services, and the final site development and landscape plan before the issuance of the Footing to Grade Structure Permit.~~

Interior Trash Collection and Recycling Areas

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

Interior Loading Spaces

41. The developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements: minimum 12-foot clear width (including entrances), 30 foot-length and 14-foot height clearance. Any loading dock to be used for trash removal shall have a minimum interior height clearance of 18 feet or as shown on the plans dated ~~October 24, 2007~~ December 9, 2011. All loading docks shall contain roll-down doors. Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week. The loading dock door shall also be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

Parking Garage Van Access

42. The developer agrees that new office parking garages shall be designed to allow access and use by ~~vans~~ vanpools. At least 10% of the total new parking supply shall be accessible to vans, shall be conveniently located on the level of the garage closest to street level, and shall have a minimum clearance of 98 inches. All other areas of the garage shall have a minimum clearance of 84 inches. Compliance with this condition shall be determined by review of the building plans by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit, which review shall not relieve the developer from constructing in accordance with this condition.

Parking Space Compliance with Zoning Ordinance

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

Bicycle Storage Facilities

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

~~Office and Residential~~ Bicycle Storage Facilities:

One (1) employee bicycle parking space for every 7,500 square feet, or portion thereof, of office floor area and one (1) additional such visitor space for every 20,000 square feet, or portion thereof, of office floor area.

~~One (1) resident bicycle parking space for every three (3) residential units, or portion thereof, of residential units and one (1) visitor space for every 50 residential units, or portion thereof, of residential units.~~

~~Employee and resident bicycle parking facilities shall be highly visible to the intended users and protected from rain and snow within a structure shown on the site plan within the location shown on the plans dated December 9, 2011, provided that the spaces comply with the standards as stated in this condition. The facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress. The facilities ~~for office users and resident bicycle parking must meet the acceptable standards for Class I storage space as contained in the Arlington Bicycle Transportation Plan, dated April 1994 with Amendments through March 2003, must meet the acceptable standards for Class I storage space as defined in the Arlington Bicycle Parking Class I Standards document available from the Arlington Bicycle and Pedestrian Program Manager or designee~~ and be highly visible from an elevator entrance, a full-time parking attendant, a full-time security guard or a visitor/customer entrance. Visitor parking must be located within 50 feet of the primary building entrance as shown on the plans dated December 9, 2011. Any bicycle parking racks used on the site must conform to the Arlington County Standard or be approved by the Bicycle and Pedestrian Program Manager. Drawings showing that these requirements have been met shall be approved by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit. ~~Residential condominium covenants shall not prohibit the storage of bicycles in individual condominium units.~~~~

In addition, the developer agrees that for every 50,000 square feet or fraction thereof of office Gross Floor Area (GFA), one (1) shower per gender shall be installed, up to a maximum of three (3) showers per gender. Also, a minimum of one (1) clothes storage locker per gender shall be installed for every required employee bicycle parking space.

The lockers shall be installed adjacent to the showers in a safe and secured area and both showers and lockers shall be accessible to all tenants of the building. The developer agrees to obtain review and approval of the location, layout and security of the showers and lockers from the Arlington County Police Department as not presenting an unreasonable security risk before issuance of the Footing to Grade Structure Permit. The developer agrees that up to 1000 square feet of an exercise/health facility shall not be used in calculating density (FAR) but shall count as GFA for all other purposes if this facility meets all of the following criteria: 1). The facility shall be located in the interior of the building and shall not add to the bulk or height of the project; 2). Showers and clothes lockers shall be provided as required above; 3). The lockers shall be installed adjacent to the showers in a safe and secured area within the exercise facility and both showers and lockers shall be accessible to all tenants of the project; 4). The exercise facility shall be open only to tenants of the project and shall not accept or solicit memberships from outside of the project. The developer further agrees that the exercise facility, including the showers and lockers, shall be open during normal working hours.

Retail Bicycle Storage Facilities:

The developer agrees to provide two (2) retail visitor/customer bicycle parking spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; one (1) additional retail visitor/customer space for every 12,500 square feet, or portion thereof, of additional retail floor area; and one (1) additional retail employee space for every 25,000 square feet, or portion thereof, of retail floor area. The retail visitor/customer bicycle spaces shall be installed at exterior locations, or as shown on the plans dated December 9, 2011, that are convenient to the retail visitors/customers, and such locations shall be reviewed by the Division of Transportation Department of Environmental Services. The developer agrees to obtain approval of the location, design and details of the retail visitor/customer bicycle spaces as part of the final site development and landscape plan. Facilities for retail visitors/customers must meet the County standards for bicycle racks, and be located close to retail visitor/customer entrances ~~or the closest retail vehicle parking spaces~~.

~~The developer agrees to provide five (5) retail bicycle parking spaces on B1, and six (6) additional bicycle parking spaces within fifty (50) feet of the main entrances.~~

Emergency Vehicle Access/support on Parking and Plaza Areas

45. The developer agrees to construct all plaza areas used for vehicular access and all surface parking areas to support the live load of any fire apparatus. Architecturally designed bollards or curbs shall be used on pedestrian plazas to separate the areas intended for emergency vehicle use from areas intended for pedestrian use. No above-grade structure shall be allowed to obstruct fire lanes. The requirements of this condition shall be incorporated in the drawings submitted for the Footing to Grade Structure Permit. The on-site plaza is not intended to be used for vehicular access or surface parking.

- **The following conditions of site plan approval (#46 through #50) are valid for the life of the site plan and must be met by the developer before the issuance of the Final Building Permit. ~~If the developer uses the "Fast Track" Permit Process, then the~~**

~~following conditions of site plan approval (#45 through #49) are valid for the life of the site plan and must be met by the developer before the issuance of the Structure Permit.~~

Wall Check Survey

46. The developer agrees to submit one (1) original and three (3) copies of a wall check survey to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #1 and #10 above. The wall check survey shall show the location of the walls at the top level of the below-grade structure, and will be provided prior to the issuance of a permit for above-grade construction. The developer further agrees that, within thirty (30) days after approval of the wall check survey, or such other time as mutually agreed upon by the Zoning Administrator and the developer, to submit to the Zoning Administrator a wall check survey showing the location of the walls and the elevation of the slab, at grade.

Screening of Mechanical Equipment

47. Mechanical equipment shall be screened so as not to be visible from public rights-of-way.

Use of Penthouse

48. The use of any penthouse shall be limited to mechanical equipment and equipment maintenance space or telecommunication transmitter and/or receiver equipment as required in Condition #59 below.

Review by Crime Prevention Through Environmental Design (CPTED) Practitioner

49. The developer agrees to submit to ~~the Zoning Administrator and the~~ Operations Division of the Arlington County Police Department ~~documentation that a~~ the approved post-4.1 drawings for review by the Crime Prevention Through Environmental Design (CPTED) practitioner referred by in the Police Department ~~has reviewed and accepted the site plan for meeting for review of~~ CPTED design requirements elements.

FAA Documentation

50. The developer agrees to obtain from the Federal Aviation Administration (FAA), (and to provide a copy to the Zoning Administrator) before the issuance of the final building permit, a written statement that the project is not a hazard to air navigation or that the project does not require notice to or approval by the FAA.

- **The following conditions of site plan approval (#51 through #56) are valid for the life of the site plan and must be met by the developer before the issuance of the First Certificate of Occupancy.**

Comprehensive Sign Plan

51. The developer agrees to ~~develop and submit and obtain the Zoning Administrator's approval (as meeting the standards of the guidelines and the ordinance, except as specifically provided below) of a comprehensive sign plan before issuance of the first Certificate of Occupancy.~~ The developer further agrees 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. No sign permits will be issued until a comprehensive sign plan is approved. In addition to one construction sign as permitted in the Zoning Ordinance, a second sign including construction, marketing, and/or leasing information may be erected subject to approval by the County Manager consistent with all restrictions within the Zoning Ordinance and provided the total area of the two signs does not exceed 100 square feet. 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. limit signs on the site only to those consistent with the comprehensive sign plan dated January 4, 2012, and reviewed and approved by the County Board and made a part of the public record on January 21, 2012. No sign permits shall be issued if the Zoning Administrator determines that the signs are not consistent with the comprehensive sign plan approved by the County Board on January 21, 2012.

Minor changes to the approved signs may be approved administratively by the Zoning Administrator. For the purposes of the preceding sentence, minor changes shall include only the following: (i) a minor adjustment in the location of the signs to meet field conditions at the discretion of the Zoning Administrator; or (ii) either a minor change in the area of the sign at the discretion of the Zoning Administrator but not to exceed the total sign area approved for the building. All other changes to the approved signs will require site plan approval or amendment.

The developer agrees to install a rheostat, other appropriate variable resistor, or other mitigation measure that will allow the developer to adjust the rooftop signs' lighting intensity from a level of 0 LUX to 500 LUX. The developer further agrees that if the County Manager finds that the intensity of the rooftop signs' lighting has an adverse effect on the surrounding area, the developer will, within 24 hours notice from the County Manager, 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.

The developer agrees that the rooftop signs' lighting hours of operation will be from dusk to 12:00 midnight. The developer further agrees that if the County Manager finds that the rooftop lighting presents an undue adverse effect on the surrounding area, it will immediately carry out any recommendation by the County Manager to reduce the hours of operation.

The Zoning Administrator may administratively approve revisions to the Comprehensive Sign Plan for the Black Box Theater signage provided that any such revisions meet the spirit and intent of the site plan and the comprehensive sign plan and do not result in a total sign area that exceeds the total sign area approved by the County Board for the Black Box Theater. The developer, or, with consent of the developer, tenant(s) or operator(s) of the Black Box Theater, may submit applications to the Zoning Administrator for revisions to the Black Box Theater signage.

In addition to the signs provided for in the Comprehensive Sign Plan, a maximum of two (2) directional signs, of a maximum of nine (9) square feet total, for the car sharing

spaces located in the garage may be placed on the building's exterior wall and shall be reviewed and approved administratively by the Zoning Administrator as a part of the approved Comprehensive Sign Plan if they meet the definition of directional sign as contained in the Zoning Ordinance and if they meet the size requirements in this condition.. Such signage will not count against the overall sign area for the project. The car sharing signs shall be coordinated with the parking management plan described in Condition #53.

Transportation Management Plan

52. The developer agrees to develop and implement a Transportation Management Plan (TMP) in order to achieve the desired results of the Arlington County Transportation Demand Management (TDM) program. The developer agrees to obtain the approval of the County Manager ~~or his designee~~ for such plan, ~~as outlined below~~, before the issuance of the first Certificate of Occupancy for each respective building. In addition, unless otherwise specified below, evidence of delivery of each element of the TDM should be made prior to issuance of first Certificate of Occupancy for tenant occupancy.

~~Annual assessment~~ All dollar denominated rates in this condition will be adjusted for inflation by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator from the date of site plan approval.

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

Participation and Funding

- ~~a. — Maintain an active, on going relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of the property management company.~~
- ~~b. — Designate a member(s) of building management as Property Transportation Coordinator (PTC) to be a primary point of contact with the County and undertake the responsibility for coordinating and completing all TMP obligations. The applicant and /or building management will provide, and keep current, the name and contact information of the PTC to Arlington County Commuter Services (ACCS). The PTC shall be appropriately trained, to the satisfaction of ACCS, to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.~~
- ~~c. — In addition to supporting the ongoing activities of the PTC and other commitments of this TMP, the developer, or one or more owners' associations within the building, will contribute to the ACCS to sustain direct and indirect on site and off site services in support of TMP activities annual contributions of \$5,000 per year for a period of thirty (30) years. Payment on this commitment will begin as a condition of issuance of the first Certificate of Occupancy for the first finished unit in the first completed building. Subsequent payments will be made annually.~~

~~Facilities and Improvements~~

- ~~a. Provide in the residential lobby, an information display, the content/design/location of which shall be approved by ACCS / ATP, to provide transportation related information to residents and visitors.~~
- ~~b. Provide in the building lobby a means to call a taxi.~~
- ~~c. Provide the theatre lobby, an information display, the content/design/location of which shall be approved by the County Manager, to provide transportation related information to visitors.~~
- ~~d. During construction, maintain or coordinate relocation of any existing bus stops at the developer's expense.~~
- ~~e. Maintain bus and shelters adjacent and contiguous to the property free of snow, ice, trash, and debris.~~
- ~~f. Provide at least one on-site business center (including, at a minimum, access to copier, fax, pc, and internet services in a minimum 56 sq. ft. of space); which shall be made available to support residents of the building who choose to work from home.~~
- ~~g. Comply with requirements of Site Plan conditions to provide bicycle parking/storage facilities, and construction worker parking.~~

~~Parking Management Plan~~

- ~~a. Subject to the approval by the County Manager or his designee, the developer shall prepare a parking management plan regarding: taxi passenger loading and unloading; accessible paratransit pick-up, drop-off, handicapped access, and passenger waiting area; loading zones for short term deliveries; bus stops; car sharing locations; visitor bicycle racks and on and off street parking for residents, employees, and visitors. Such plan shall include a schematic drawing depicting an area parking plan for all block faces abutting the site. Additionally, this plan will note restrictions as to times that various activities (such as deliveries and parking) are permitted in the respective spaces.~~
- ~~b. On Level B1 of the Parking Garage, provide, or cause the subsequent owner of Level B1 (or the owners of retail and office space in the building) to provide, reserved spaces for registered carpools and vanpools (for office and retail) that are conveniently located with respect to the elevators serving Level B1. Eligibility requirements for such reserved spaces shall be set forth in a program to be established prior to the issuance of the Certificate of Occupancy for Level B1, such program must be agreed to by the owner of Level B1 and the County Manager or designee, which program shall also provide such carpools and vanpools with a parking subsidy for the reserved spaces. The subsidies, to be paid by the owners of retail and office spaces in the building, as appropriate, shall be:
 - ~~(a) Two person carpool equal to two thirds the single occupant vehicle monthly parking rate.~~
 - ~~(b) Three person (or more) carpool equal to one third the single occupant vehicle monthly parking rate.~~
 - ~~(c) Registered vanpools equal to the full single occupant vehicle monthly~~~~

parking rate.

- c. ~~No on street loading will be permitted between the hours of 7 and 9 AM and 4 to 6 PM.~~
- d. ~~Provide effective directional signage subject to approval of a Comprehensive Sign Plan to direct residents and visitors to appropriate locations on the property, such plan to include provision for the items specified in the Parking Management Plan.~~

~~Promotions, Services, Policies~~

- a. ~~The Developer will provide a one time membership fee subsidy in a car sharing plan (such as Zipcar) for each residential unit. This subsidy shall be paid on proof of membership in such a car share service by lessees and/ or condominium purchasers. The amount of the subsidy shall not exceed the amount of an annual membership fee, which fee shall not include or cover car usage costs.~~
- b. ~~The Developer will make available to each initial owner or initial lessee of a residential condominium a SmarTrip card plus \$50.00 Metro fare media. The card will be provided at no charge no later than the day of move in at the building.~~
- c. ~~The condominium association (or the property management company retained by the association to manage the condominium property) will provide a SmarTrip card plus \$50.00 Metro fare media at no charge to each full time, on-site employee of such association (or such property management company). Further, such association (or property management company) will provide or administer a sustainable commute benefit program for such employees (the program shall include, at a minimum, voluntary, monthly, pre-tax employee contributions for transit or vanpool costs of \$65.00).~~
- d. ~~The Developer will cause the initial owners of retail space in the building to provide at no charge a SmarTrip card plus \$50.00 Metro fare media to each of their full time, on-site employees.~~
- e. ~~Provide website hotlinks to CommuterPage.com™ under a “transportation information” heading from the developer and property manager’s websites regarding this development.~~
- f. ~~Distribute a new resident package, material provided by Arlington County, which includes site specific ridesharing and transit related information to each lessee and / or condominium purchasers. Packages will be distributed to tenants no later than the day of move in at the building. Distribute equivalent package to new employees no later than their first day of work.~~
- g. ~~Reference to the Virginia Square Metro Station and bus routes in promotional materials and advertisements.~~
- h. ~~Cooperate with Arlington County to assist the County in implementing a transit advertising program that will distribute information four times per year to all residents, tenants, employees, and visitors.~~
- i. ~~Participate in Ozone Action Days and other regionally sponsored clean air, transit, and traffic mitigation promotions by posting notice of such promotions in locations within the building(s).~~

~~Performance and Monitoring~~

- ~~a. Upon approval of the TMP by the County, the developer agrees to implement all elements of the plan with assistance when appropriate by agencies of the County.~~
- ~~b. The condominium association (or the property management company retained by the association to manage the condominium property) will conduct a transportation performance monitoring study at two years, five years, and ten years after issuance of first Certificate of Occupancy and provide a report summarizing findings report findings to the County. All data collection for this study must occur on the same day and include average vehicle occupancy, daily vehicle trips to and from the site, and parking availability by time of day for the site. Such report shall include an all-day count of site-generated vehicle traffic and a voluntary mode-split survey. In the event and to the extent that the County conducts such studies and/or surveys, or otherwise is in possession of any or all such information, these requirements can be adjusted. Accordingly, prior to the time of each study, the condominium association (or the property management company retained by the association to manage the condominium property) may contact the appropriate County office to determine the extent of the requirements for each study.~~
- ~~c. During the first year of start up of the TMP and on an annual basis thereafter, the Applicant will submit an annual letter to the County Manager, describing completely and correctly, the TDM-related activities of the site.~~

A. Participation and Funding

- (1) Maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of the property owner.
- (2) Designate a member(s) of building management as Property Transportation Coordinator (PTC) to be a primary point of contact with the county and undertake the responsibility for coordinating and completing all Transportation Management Plan (TMP) obligations. The applicant and /or building management will provide, and keep current, the name and contact information of the PTC to Arlington County Commuter Services (ACCS) or successor. The Property Transportation Coordinator shall be appropriately trained, to the satisfaction of ACCS, to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.
- (3) In addition to supporting the ongoing activities of the Property Transportation Coordinator and other commitments of this TMP, the developer agrees to contribute to the Arlington County Commuter Services (ACCS), or successor, to sustain direct and indirect on-site and off-site services in support of TMP activities annual contributions of \$10,680 for commercial (office and retail) use per year for thirty (30) years. Payment on this commitment will begin as a condition of issuance of the Shell and Core Certificate of Occupancy.

Subsequent payments will be made annually.

B. Facilities and Improvements

- (1) Provide in the lobby or lobbies, an information display(s), the number/content/design/location of which shall be approved by ACCS / ATP, to provide transportation-related information to residents and visitors. Management shall keep display(s) stocked with approved materials at all times.
- (2) Provide in the building lobby(s) a means to call a taxi.
- (3) Comply with requirements of Site Plan conditions to provide bicycle parking/storage facilities. Bicycle clothing lockers shall be a minimum size of 12" wide, 18" deep and 36" high and shall be available for use on a 24 hour basis. The developer agrees to develop a plan of operation of the bicycle facilities which shall include details of implementation and continued operation of the bicycle facilities and related systems.
- (4) Comply with requirements of Site Plan conditions to provide construction worker parking.
- (5) Bus stops and shelters within 25 feet of the property and contiguous to the property shall be maintained free of snow, ice, trash, and debris. A 6 foot wide path, or the full width of the sidewalk (if less than 6 feet), shall be maintained clear of snow and ice, to the main entrance of the building(s) from these bus stops.

C. Parking Management Plan

- (1) The developer agrees to prepare and obtain the County Manager's approval of a Parking Management Plan that includes plans for parking management at the site regarding, if proposed, taxi passenger loading and unloading; accessible paratransit pick-up, drop-off, handicapped access, bicycle parking, and passenger waiting area; loading zones for short-term deliveries; bus stops; car sharing locations; and on-and off-street parking for residents, employees, and visitors. Such plan shall include a schematic drawing depicting an area parking plan for all block faces abutting the site. Additionally, this plan will note restrictions as to times that various activities (such as deliveries and parking) are permitted in the respective spaces. Such plan shall be submitted by first Certificate of Occupancy for occupancy of the office building. The developer agrees to provide a maximum of 20% of the total parking spaces, excluding the theater spaces, as reserved spaces for specific individuals.
- (2) The developer agrees to allow the entire parking garage to be available for public parking after hours, per Condition #66.

- (3) No on-street loading will be permitted.
- (4) Provide effective directional signage to direct residents and visitors to appropriate locations on the property, such plan shall include provision for the items specified in the Parking Management Plan.
- (5) Establish monthly parking rates for single occupant vehicles (SOV) consistent with comparable office buildings located in the Arlington County development corridors.
- (6) Provide reserved, signed, spaces for carpools and vanpools that are conveniently located with respect to the elevators serving the building.
- (7) Provide parking at a 75% reduction, for carpools or vanpools that have two (2) or more employees from the building, and for free for three (3) or more employees. The developer agrees to develop a plan of operation of the carpool/vanpool facilities which shall include details of implementation and continued operation. In addition, include information regarding carpool and vanpool rates on the main parking rate signage.
- (8) Two (2) parking spaces shall be set aside in the garage at no cost for one year, and then at market rate for monthly parking, for car sharing services. A minimum monthly subsidy shall be paid to the car sharing service as required. Provision for the spaces shall be provided in the first phase to be built. Upon completion of all phases, the spaces may be provided in any on-site building at the direction of the County. These spaces shall be located convenient to the garage entrance, available to the members of the car sharing service twenty-four hours a day, seven days a week, without restrictions, (for security reasons the garage may be gated—members of the car sharing service would have access to the spaces via a key pad combination to a pass code system, or other similar device). There shall be internal and external signage to direct people to the spaces. The car sharing spaces shall be counted towards the parking requirements of the project and shall be designated on the Parking Management Plan.

D. Promotions, Services, Policies.

- (1) Provide SmarTrip cards plus \$65.00 Metro fare media per person, for free, to all new on-site property management and maintenance employees. Provide, administer, or cause the provision of a sustainable commute benefit program for these employees (the program shall include, at a minimum, pre-tax employee contributions and/or tax-free transit or vanpool monthly contributions).
- (2) Provide SmarTrip cards plus \$65.00 Metro fare media per person, for free,

one time, upon initial lease-up to all new on-site employees of the retail and office tenants, distributed no later than their first day of work at the building.

- (3) Provide website hotlinks to CommuterPage.com™ under a “transportation information” heading from the developer and property manager’s websites regarding this development.
Link:
<http://www.carfreediet.com/pages/arlingtons-urban-villages/ballston/getting-around/>
and
<http://www.carfreediet.com/pages/arlingtons-urban-villages/virginia-square/getting-around/>
- (4) Distribute a new-employee package, material provided by Arlington County, which includes site-specific ridesharing and transit-related information to each new office and retail employees no later than their first day of work.
- (5) Reference Ballston and Virginia Square Metro Stations and nearby bus routes in all promotional materials and advertisements.
- (6) Cooperate with Arlington County to assist the County in implementing a transit-advertising program that will distribute information four times per year to all residents, tenants, employees, and visitors.
- (7) Participate in regionally sponsored clean air, transit, and traffic mitigation promotions by posting notice of such promotions in locations within the building(s).

E. Performance and Monitoring

- (1) Upon approval of the TMP by the County, the developer agrees to implement all elements of the plan with assistance when appropriate by agencies of the County.
- (2) The developer agrees to reimburse the County for, and participate in, a transportation performance monitoring study at two years, five years, and each subsequent five years (at the County’s option), after issuance of Shell and Core Certificate of Occupancy, with a total cost of each survey not to exceed \$10,000. The County may conduct the study or ask the owner to conduct the study. The County will specify the timing and scope of the study. The study should include, but not be limited to, building occupancy (leased space, vacant space, available space by use type); garage occupancy and turnover by time of day, on an average weekday, for the hours of garage operation; average vehicle occupancy, daily vehicle-trips to and from the site; daily pedestrian trips to and from the site; and journey to work mode of building tenants’ employees. The study may include a seven-day count of site-generated vehicle

traffic.. The building owner and/or operator will notify, assist, and encourage residents, tenants' employees, and building employees to participate in the journey to work surveys which may be of an on-line, or email variety. A report will be produced as specified by the County and shared with the County and the developer (the building management).

- (3) During the first year of start up of the TMP and on an annual basis thereafter, the developer will submit an annual report, which may be on-line, or by email, to the County Manager, describing completely and accurately, the TDM related activities of the site and continuous reports of changes in commercial tenants during each year.

F. Enhanced TDM to Address Parking Reduction

- (1) The developer agrees to contribute \$0.10 per square foot of on-site office development (proposed plan shows approximately 178,131 square feet of office development) annually for fifteen (15) years, to a County fund to be applied only to the proposed building, to incentivize transportation programs for commuting alternatives to driving a single occupancy vehicle (SOV), such as, but not limited to: transit, carpooling, vanpooling, cycling, bikeshare, carshare, and walking. The first payment shall be made by First Partial Certificate of Occupancy for tenant occupancy, and thereafter, annually for fifteen (15) years, on or before the anniversary date of the issuance of such Certificate of Occupancy. The developer agrees to provide the County with documentation indicating that payment to the County fund has been made. Funds shall be applied only to the proposed building and its tenants and employees. Alternatively, the funds may be contributed to Arlington County, at the developer's discretion, to support programs to incentivize commute alternatives to the use of a Single Occupancy Vehicle (SOV) by on-site employees or visitors of the project. The building transportation coordinator shall develop and implement a plan for the expenditure of the flexible funds, and allocations consistent with the plan, and shall revise that plan every two (2) years. The initial plan and revised plans developed every two (2) years shall be reviewed and approved by ACCS. In addition, the developer agrees to provide annual reporting to ACCS on the expenditure of these funds. Any money remaining in the flexible fund after the completion of year 15 will be committed to Arlington County Commuter Services (ACCS) within 90 days of a request by the County Manager.

Residential Parking and Parking Management Plan

53. ~~The intent of this condition is to ensure that at least one parking space is available in perpetuity for parking use by each residential unit in the project. Accordingly, the developer agrees to offer the use, for rental units, and the purchase or use for condominium units, of at least one parking space for each dwelling unit.~~

~~Further, for condominium units, the developer agrees to notify the Zoning Administrator at the time of the settlement of the last dwelling unit. If excess parking spaces are~~

~~available at the time of settlement of the last dwelling unit, the number of excess parking spaces equaling the number of dwelling units which were sold without a parking space, shall first be offered exclusively for a period of twelve (12) months to the owners of those dwelling units which were sold without a parking space. Any other remaining spaces shall be offered to all dwelling unit owners or transferred to the condominium, cooperative or homeowners association. By the end of thirty six (36) months following the settlement of the last dwelling unit, the developer agrees to relinquish in writing to the condominium, cooperative or homeowners association any and all remaining interest in the parking spaces or garage and a copy shall be filed with the Zoning Administrator. The future purchase of any parking spaces shall be limited to the dwelling unit owners or condominium, cooperative or homeowners association of the building.~~

~~The developer also agrees to provide at least the minimum number of handicapped spaces required by the International Building Code for the building then in effect, as adopted and amended by the Virginia Uniform Statewide Building Code, in the residential garage for the life of the site plan. These designated spaces, designed to accommodate handicapped use, may be sold to a qualified purchaser (owner of a vehicle with handicapped license plates) or non-qualified purchaser, but if a future qualified purchaser demands one of the designated spaces, the developer shall have in place a mechanism that allows said qualified purchaser to exchange a non-handicapped space that said qualified purchaser bought as part of his/her condominium purchase for one of the remaining designated spaces that is not already owned by a qualified purchaser. This exchange must take place if and only if all designated spaces are not already owned by qualified purchasers, or upon sale of a designated space from a qualified owner to a non-qualified purchaser. Prior to the issuance of a certificate of occupancy for any occupancy of the building, the developer agrees to obtain from the Zoning Administrator approval of such a mechanism as meeting the standards of this approval. This approved mechanism shall be incorporated into the condominium or homeowners' association documents to be implemented for the life of the project. The developer further agrees to inform all prospective purchasers of their right to obtain a handicapped parking space with the purchase of a condominium unit, provided all handicapped spaces are not owned by qualified persons. If all designated spaces are owned by qualified persons at the time of demand by a qualified purchaser, this exchange must take place upon any sale of a designated space from a qualified owner to a non-qualified purchaser.~~

~~For both rental and condominium buildings, the use of the parking spaces on the B2 and B3 levels shall be limited to parking use by the residents of the building and their guests, unless otherwise permitted by the Zoning Ordinance, and shall not be converted to storage or other use without approval of a site plan amendment.~~

~~The developer agrees to submit to the Zoning Administrator a parking management plan which outlines how guest and visitor parking for the residential office building, and parking for the retail tenants' employees and customers, will be provided, where the parking will be located and how the above users of the parking spaces, will be directed to the parking spaces. The developer further agrees to make the B1 level available for funeral home, theater, retail, and public parking per the provisions of Condition #65 and~~

~~additionally to provide a minimum of four residential visitor parking spaces on the B1 level. The developer agrees that a maximum of six parking spaces on the B1 level may be reserved exclusively for funeral home employees and hearse parking until such time as the funeral home use ceases or relocates. The parking management plan shall be submitted to the Zoning Administrator, and reviewed and approved by the County Manager, prior to the issuance of the first Certificate of Occupancy for the first residential office building.~~

Lighting Plan for Public Areas

54. The developer agrees to include a lighting plan for all internal and external public areas, including parking areas, as part of the final ~~site development~~ civil engineering plan and the final landscape plan. This lighting plan shall be subject to review by the County Manager, including street lighting as described in Condition #31 above. The developer shall include in the ~~site development~~ final civil engineering plan and in the final landscape plan certification that the lighting plan meets the minimum standards of the Zoning Ordinance, Section 2, Subsection H, and the Illumination Engineering Society of North America Standards. The developer agrees to obtain the approval of all lighting from the County Manager, and to install approved lighting, before the issuance of the First Certificate of Occupancy for occupancy of the applicable phase of the project.

Documentation of Historical Artifacts, Features and Buildings

55. The developer agrees to be responsible for documenting any historical artifact or historical natural feature uncovered during construction on the site. This documentation shall include written notation describing the artifact or natural feature, color photographs, and mapping of the location and/or depth of the site excavation at which the item was found. The developer agrees to submit a copy of this documentation to Arlington County before issuance of the First Certificate of Occupancy.

In the event an historical artifact or natural feature is found on the site, and is to be disturbed or removed from the site during construction, the developer agrees to contact the Arlington County Historic Preservation Program, Neighborhood Services Division before removing or disturbing the artifact or natural feature. Arlington County shall be given the opportunity to accept donation of the artifact or natural feature before the item is offered to any other organization or individual.

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

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

56. Intentionally omitted. ~~If the project includes a residential condominium or cooperative component, then the developer agrees that a copy of the conditions of this site plan~~

~~approval shall be made available to all prospective purchasers with the condominium's, cooperative's or homeowners association's bylaws or agreements. Documentation that this condition has been satisfied shall be provided to the County Manager before the issuance of the First Certificate of Occupancy. If the project includes a residential rental component that is converted to a condominium or a cooperative, then the developer agrees that a copy of the conditions of this site plan approval shall be made available to all prospective purchasers with the condominium's, cooperative's, or homeowners' association's bylaws or agreements prior to the issuance of the first Certificate of Occupancy following the conversion.~~

- **The following condition of site plan approval (#57) is valid for the life of the site plan and must be met by the developer before the issuance of the Master Certificate of Occupancy.**

Building Height Certification

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

- **The following condition of site plan approval (#58) is valid for the life of the site plan and must be met by the developer within 90 days of receipt of the partial Certificate of Occupancy for full occupancy of the building.**

Obtain Master Certificate of Occupancy

58. The developer agrees to obtain a Master Certificate of Occupancy within ~~90~~ 180 days of receipt of any partial Certificate of Occupancy for full occupancy of the building.

- **Post Certificate of Occupancy: the following Conditions of site plan approval (#59 through #64) are valid for the life of the site plan.**

County Installation of Telecommunications Transmitter and/or Receiver Equipment

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

In addition, to enhance the reach of the County's public emergency communications system-of-systems, the developer agrees to grant to the County in perpetuity the right to

install tie-ins from the County's outdoor emergency warning system to the interior building fire/emergency warning annunciator systems using either land lines or emergency relay transceivers in or on the penthouse or top floor, antennae systems and along with hazardous material detection sensors on the roof of the proposed buildings in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both upon request by the County. The developer agrees to provide, upon request by the County Manager, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. Any radio transmitter or receiver equipment and antenna to be installed or used by others must not interfere with the emergency communication system of the County.

Structural Additions

60. The developer agrees that any structural addition or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager, in consultation with the Zoning Administrator determines that any proposed improvements or changes to the facades or materials have a significant impact on the site plan, or otherwise meet Zoning Ordinance requirements for site plan amendments that go to the County Board, a site plan amendment shall be required.

Snow Removal

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

Maintenance of Residential Common Areas

62. ~~Intentionally omitted. If the project includes a residential component, then the developer agrees that the maintenance of the common area, walkways, private drives and parking areas which are tied to condominium units shall be provided for by the condominium's, cooperative's or homeowners association's bylaws or agreements consistent with Section 2.D.6 of the Zoning Ordinance.~~

Retention of Approved Parking Ratio over Subdivided Site

63. The developer agrees to provide parking for each building according to the approved parking ratio; when this parking is not located within the parcel designation of each building but located within the overall project, it shall continue to be committed to the entire project for purposes of administering the Zoning Ordinance.

Retention of Approved Density over Subdivided Site

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

- **The following unique site specific conditions (#65 through #89) are valid for the life of the site plan and must be met before the issuance of the permit specified in each Condition.**

65. **Retail Elements**

The developer agrees to market a minimum of ~~2,700~~ 3,200 square feet of retail space located on the first floor of the building to uses consistent with the approved *Retail Action Plan* for the Rosslyn-Ballston Corridor, dated January 2001 and the following:

1. The developer is encouraged to lease space designated for “personal or business services” in the Retail Action Plan to “Entertainment and Main Street Retail” businesses.
2. The retail space shall be designed and used in a manner consistent with the *Virginia Square Sector Plan*, adopted in 2002.
3. Each separate retail space shall have direct access to the building’s service corridor.
4. The developer shall build out the retail space to include the rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions.

The developer agrees to submit an application for administrative change for any proposal for retail uses or parking not clearly consistent with the above, ~~or if the funeral home use ceases, consistent with Condition # 34.~~ Any change in the use of the retail space from retail to office or other non-retail use shall require a site plan amendment.

~~The developer agrees that at such time as the funeral home use ends, that space may only be occupied by retail uses.~~ Any other use or any exterior structural change inconsistent with the approved building, shown on the plans dated ~~October 24, 2007~~ December 9, 2011, shall require a site plan amendment.

Shared Parking After-hours Parking in Office Garages

66. ~~Unless otherwise expressly required by the provisions of Condition #52, the developer agrees to make parking in the first level of the garage available for public parking seven days per week, from 8:00 a.m. until 12:00 midnight or until 30 minutes after the close of retail and/or theater operations in the building, whichever is later. The number of parking spaces available for such general public parking use shall be subject to the first right of the funeral home use to use the first level of the garage to meet funeral home demand, and the second right of the theater use to utilize up to 25 parking spaces for theater use. As between the funeral home use and the theater use, the funeral home use shall have first priority to the parking spaces on the first level of the garage. During the time when the funeral home utilizes all of the spaces on the B1 level, a minimum of 4 spaces on that level shall be reserved for residential visitor parking, and designated by signs. The developer agrees to make all parking in the garage available to the public for parking~~

after standard office hours (weekday evenings after 6:00 pm, all day on weekends and all legal holidays) until 12:00 midnight or until the close of business of retail operations and/or theater operations in the building, whichever is later. The developer agrees to provide validated, free parking in the underground garage to all theater patrons for four hours.

~~The 25seventeen (17) parking spaces as shown on the drawings dated December 9, 2011, reviewed and approved by the County Board on January 21, 2012, allocated specifically to theater use shall all be made available in a contiguous grouping and shall be appropriately signed for exclusive use by theater staff/employees. patrons (subject to the above mentioned first right for funeral home use) from a minimum of one hour prior to each performance until 30 minutes after the end of each performance. A minimum of 30 contiguous spaces, distinct from the theater spaces, shall be signed for short term, high turnover (maximum time limit of two hours) retail patron and public parking use prior to 6:00 p.m. on weekdays), and shall be appropriately so signed and/or metered. At such time as the funeral home ceases operation, the first right of the funeral home to use the parking will end. The public parking on the B1 level may be used to satisfy the parking requirement for any use that replaces the funeral home. Signage indicating the various uses for the parking spaces and directing vehicles to the appropriate areas of the garage shall be posted in locations easily visible to the intended users. Temporary signage indicating exclusive funeral home use of the first level of the garage and directing vehicles to alternative parking locations shall be posted the earlier of a minimum of two hours prior to such use or prior to a scheduled theater performance. The parking management plan required in Condition #52 shall be consistent with the provisions of this condition.~~

~~The developer agrees to file a parking utilization report to the Zoning Administrator annually. The Zoning Administrator may approve a reduction in the weekday, daytime hours for providing public parking based on this parking utilization data after submission of a request for administrative change by the developer.~~

Outdoor Cafes

67. Intentionally omitted. ~~Outdoor cafes shall be permitted in the public right of way or within public easements including the public access easement described in Condition #71, along Fairfax Drive and North Quiney Street in accordance with the applicable provisions of the Zoning Ordinance, with a maximum seating area and all other applicable requirements as set forth in the Zoning Ordinance and as determined by the Zoning Administrator. A minimum of 10 feet of clear sidewalk width must be maintained along Fairfax Drive. Plans for all outdoor cafes shall be subject to prior administrative approval by the Zoning Administrator for consistency with County ordinances, regulations and policies. Any outdoor café shall be administratively reviewed one year following its approval to evaluate it after a season of operation. At that time, the Zoning Administrator may review the approval, impose conditions on the operation of the outdoor café, or revoke the prior approval.~~

68. **Affordable Housing Contribution**

The developer agrees to comply with Subsection 36.H.6 ~~and 7~~ of the Zoning Ordinance, "Affordable Dwelling Units for Increased Density Within General Land Use Plan." ~~The affordable housing plan shall be as set forth and generally defined in a letter from the applicant to Hank Leavitt dated November 15, 2007.~~ Prior to the issuance of the first Certificate of Occupancy for the project, the developer shall have submitted to and obtained from the County Manager confirmation or approval of the developer's finalized plan for meeting the requirements of the affordable housing ordinance, and shall have executed all necessary documents to implement the approved or confirmed plan.

The developer agrees to make a contribution of \$ 625,735 to the County for its Affordable Housing Investment fund, that is based on Subsection 36.H.7 of the Zoning Ordinance, "Affordable Dwelling Units for Height and Density Above General Land Use Plan." The amount shall be paid prior to obtaining the first Certificate of Occupancy for the project.

69. **Building Security Requirements**

A. The developer agrees to coordinate with County staff on the design of exterior building security measures in order to limit or mitigate any adverse impacts that these measures may have on the project's urban design (including street and retail base) and streetscape. All exterior building security measures shall be shown on, and approved as part of, the final site development and landscape plan and the approved façade treatment plan. The base of the buildings, as shown in the drawings dated ~~October 24, 2007~~ December 9, 2011, and consistent with Condition #64 above, have been designed to accommodate retail uses and provide interest and activate the streetscape. Any change in the use and design of the base resulting from any proposal for exterior building measures shall require a site plan amendment.

B. The developer agrees that it is the policy of the County to maintain the maximum number of on-street parking spaces around the perimeter of a site, and that it will not remove or reduce the number of on-street parking spaces around the perimeter of a site whether at the request of the developer or a tenant or otherwise. Accordingly, the developer agrees that it shall notify tenants of the aforesaid policy prior to execution of any lease with a tenant.

70. **Enclosure of Balconies**

The developer agrees that no balconies, other than those identified in the approved site plan, shall be enclosed. Enclosure of any additional balconies shall constitute additional gross floor area and shall require a site plan amendment.

71. **LEED Credits and Sustainable Design Elements**

A. The developer agrees to ~~hire~~ include a LEED[®] ~~certified consultant~~ Accredited Professional (LEED-AP) as a member of the design and construction team. ~~The consultant shall work with the team to~~ team will incorporate sustainable design elements and innovative technologies into the project so that numerous building

components ~~may will~~ earn the developer points under the U.S. Green Building Council's ~~system for LEED certification-green building rating system~~. Specifically, the developer agrees to ~~include sustainable elements in design and construction that are sufficient to meet the requirements for seven (7) all~~ LEED Prerequisites and ~~include~~ achieve at least "26" the number of LEED points, including at least two (2) points, from LEED Section EA. 1, "Optimize Energy Performance." The developer agrees to use commercially reasonable efforts to achieve additional LEED credits which would qualify the building for certified levels credits necessary to achieve LEED certification at the Gold level using the LEED CS version 2009 green building rating system in place on the date on which the site plan project is accepted by the County through the Admin Reg 4.1 process, or a more recent version as approved by the County Manager. At least seven (7) points from LEED EA credit 1, "Optimize Energy Performance," shall be included in the certification of the project. The developer also agrees to achieve LEED SS credit 9, "Tenant Design and Construction Guidelines" and will provide the guidelines to all new tenants prior to tenant fit out design.

~~"For residential development, the developer agrees that all of the following types of appliances, fixtures, and/or building components used in the project shall have earned the U.S. EPA's Energy Star label: clothes washers, dishwashers, refrigerators, ceiling fans, ventilation fans (including kitchen and bathroom fans), residential light fixtures (comply with Energy Star's Advanced Lighting Package), programmable thermostats, and exit signs. The developer shall submit to the County Manager a statement listing all Energy Star qualified components prior to issuance of the Core and Shell Certificate of Occupancy. For the commercial lighting in common areas of multifamily residential projects, (by way of illustration and not limitation, these areas include lobbies, corridors, stairwells, common rooms, fitness rooms, etc.), the developer shall reduce the need for lighting (through daylighting where possible) and shall specify the use of energy efficient fixtures, bulbs, light sensors, motion sensors, timers, and interior design, e.g., paint color, that maximize energy efficiency in lighting. The guidelines outlined by the US Green Building Council's LEED for Commercial Interiors (LEED-CI) credit entitled, *Optimizing Energy Performance: Lighting Power* shall be used toward the goal of maximizing energy efficiency in the lighting of common areas.~~

~~The developer further agrees to submit, to the Department of Environmental Services (DES) and to the Zoning Office, a report prepared by the LEED consultant and documentation upon request to substantiate the report. Such reports will be submitted prior to issuance of the following permits or certificates of occupancy for construction of the project and will summarize the efforts to date of the inclusion of the sustainable elements within the project:~~

- ~~● Demolition Permit~~
- ~~● Excavation, Sheet piling and Shoring Permit~~
- ~~● Footing to Grade Permit~~

- ~~First Above-Grade Building Permit~~
- ~~Final Building Permit~~
- ~~Shell and Core Certificate of Occupancy~~
- ~~Certificate of Occupancy for occupancy of the last floor of space~~
- ~~Master Certificate of Occupancy~~

In addition, prior to issuance of the first Certificate of Occupancy after the Shell and Core Permit, the developer will have its LEED consultant submit a certification to the County Manager that the elements to earn the above specified numbers of points have been included in the building.

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

- B. **Report Submittals** - The developer further agrees to submit to the Department of Environmental Services (DES) (with notification of submission to the Zoning Office), reports prepared by the LEED-AP and documentation upon request to substantiate the report. Such reports will be submitted prior to the issuance of the following permits or certificates of occupancy for construction of the project and will summarize the efforts to date of the inclusion of the sustainable elements within the project:
1. Demolition, Clearing & Grading Permit
 2. Excavation/Sheeting & Shoring Permit
 3. Above-Grade Building Permit
 4. Shell and Core Certificate of Occupancy
 5. Partial Certificate of Occupancy for occupancy of the last floor of space
 6. Master Certificate of Occupancy
- C. The developer agrees to provide certification as set forth below by a LEED-AP within ninety (90) days after the issuance of the first certificate of occupancy for any part of the last floor of building. The certification shall state that all the prerequisites and the minimum number of LEED credits, as set forth above in the reporting mechanisms, have been incorporated into the respective building and that, in the professional's opinion, the project will qualify for at least a LEED Gold Certification as outlined in the LEED CS version 2009 rating system or a more recent version. At the request of staff, the developer agrees to accommodate site visits to verify LEED progress. The developer also agrees to submit all appropriate documentation to the USGBC (or their designee) for review and evaluation for LEED certification.
- D. Prior to the issuance of the partial certificate of occupancy for any space on the last floor of space for which a certificate of occupancy is issued, the developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of \$637,120 [(\$40 per s.f.) x (15,928s.f. of LEED bonus density)] guaranteeing that, within twenty-four (24) months from the date of the issuance of the first

certificate of occupancy for tenancy of any part of the last floor of the building, the developer will have received from the U.S. Green Building Council its LEED Gold certification. If the total number of LEED points earned during certification is less than the number of points required to achieve the agreed upon LEED certification level, the developer shall automatically forfeit a percentage of the financial security as follows:

<u>Points missed</u>	<u>Percentage of financial security forfeited</u>
<u>1-2</u>	<u>25%</u>
<u>3-4</u>	<u>50%</u>
<u>5-6</u>	<u>75%</u>

For each building, the developer agrees that should the developer miss seven (7) or more points within the twenty-four (24) month period (unless due to delay related solely to the USGBC), the developer shall automatically forfeit 100 percent (100%) of the security. The forfeited amount shall be paid to the County within 30 days of the date of notification from the USGBC. The developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County.

E. The developer agrees to provide a complete ENERGY STAR Portfolio Manager report (or equivalent as approved by the County Manager) as outlined in County Guidelines titled Submission Requirements for Site Plans with Portfolio Manager Proffers for the project each year for a period of five (5) years. The first report shall be due on or before January 31 of the year following issuance of the partial certificate of occupancy of the last floor of space.

F. The developer agrees that the LEED points referenced in this condition refer to LEED CS version 2009 and apply to all buildings in the development project. Any changes to the point valuations incorporated into future updates to the LEED Green Building Rating System must equal or exceed the requirements outlined in version of LEED in use on the date of site plan acceptance.

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

Public Use and Access Easements

72. The developer agrees to grant permanent public use and access easements, in a form acceptable to the County Attorney and County Manager, to the County Board of Arlington County providing for public use and access to the plaza area, entitled "Public Access Easement Exhibit-" within the drawings dated December 9, 2011, and reviewed and approved by the County Board on January 21, 2012. The final location of the easements may change with the preparation of the final building plans. The developer agrees to construct and landscape these areas, as shown on plans dated ~~October 24, 2007~~ December 9, 2011 and made a part of the public record on ~~November 13~~ January 21, 2012. Final landscape design and installation shall be approved by the County Manager as part of the final site development and landscape plan. Construction and landscaping of these areas shall be completed prior to the granting of the easements. Granting of the public use and access easements shall be completed prior to the issuance of the first certificate of occupancy for tenant occupancy for the building. The easements shall be granted by deed, in form and substance acceptable to the County Manager, and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. The developer shall be responsible for maintaining these areas. The elements within the plaza shall not require an encroachment ordinance.

Refuse Delivery to County Disposal Facility

73. The developer agrees to deliver all refuse, as defined by the Arlington County Code, to an operating refuse disposal facility designated by the County Manager. Any facility designated by the County Manager will have competitive rates at or below other facilities in the region otherwise available to the developer. The developer agrees that if it intends to deliver its refuse from this project to a facility other than the disposal facility designated by the County Manager, then the developer will submit that decision in writing to the DES Solid Waste Bureau along with a comprehensive cost analysis justifying the developer's decision. The developer further agrees to stipulate in any future lease or property sale agreements and deeds that all tenants or property owners shall also comply with this requirement for the life of the site plan.

Towing of Impermissibly Parked Vehicles

74. The developer agrees to have, as a part of its parking management plan, provisions relating to the towing of impermissibly parked vehicles. Such provisions shall include, but not be limited to:
- A. Requirements for signage at the developer's parking lot(s) providing notice of all applicable parking restrictions enforced by towing, the location of the towing contractor(s)' impoundment yard, and the name and telephone number of the developer's on-site representative responsible for towing-related complaints, as well as the telephone number of the Arlington County Office of Citizen and Consumer Affairs;
 - B. Disclosure by the developer and its towing contractor(s), at the developer's parking lot(s), of all fees and charges for towing; and

- C. Evidence that the developer has a contract with the towing contractor that requires the towing contractor to clearly display all fees and charges for towing.

Speed Bumps at Garage Exit Ramps

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

Authorization for Police to Enter Residential Parking Areas

76. ~~Intentionally omitted. The developer agrees to develop procedures, subject to approval of the County Manager, whereby uniformed Arlington County Police will be authorized to enter the parking areas for purposes of enforcing compliance with County ordinances and state laws applicable to resident's motor vehicles.~~

Public Safety Radio Communications

77. The developer agrees to install and maintain in operable condition, in a manner acceptable to the County Manager, an internal antenna/amplifier system that permits public safety radio communications to transmit in the 806-825 MHz frequency and to receive in the 851-870 MHz frequency from all areas within the building. The developer agrees to provide documentation in the approved electrical engineering drawings that adequate accommodations have been made in the building to meet this requirement.

Black Box Theater

78. **[THIS CONDITION IS UNDER REVISION AND WILL BE PROVIDED IN A SUPPLEMENTAL REPORT]**

Black Box Theater Lease

79. **[THIS CONDITION IS UNDER REVISION AND WILL BE PROVIDED IN A SUPPLEMENTAL REPORT]**

Loading Management Plan

80. ~~Intentionally omitted. The developer agrees to implement a loading management plan that will address peak hour restrictions for tenant move in/out, deliveries, and refuse removal services.~~

Type A Units

81. ~~Intentionally omitted. The developer agrees to design three (3) units as Type A (accessible as per the ANSI code). The locations and sizes of these units shall be generally representative of all the units in the building in terms of size and location, and shall be shown on the drawings to be provided pursuant to Condition #10. The developer will offer, in writing, to the initial purchaser of these units, to construct any or all of these three units to the Type A design and, if the owner requests, to so construct the units. The developer agrees to market these units to purchasers who require Type A accommodations and further agrees not to accept any reservations or contracts for these~~

~~units by purchasers who do not require Type A accommodations before demonstrating to the Zoning Administrator that reservations or contracts for all other units in the building are accepted. In the event that the initial purchasers do not request the Type A design, the developer shall construct the units to the Fair Housing Act standard (Type B) required of all of the other units in the building. The developer agrees to work with to develop, and obtain the approval of, the Disability Advisory Commission, the Housing Commission, and the County Manager, a marketing strategy and materials to attract purchasers for these units who require Type A accommodations, prior to the acceptance of any reservations or contracts to sell any units in the building. The developer shall include the information contained in this condition in its marketing materials as part of the sales process of the condominium project.~~

Traffic Signal Light Improvements

82. The developer agrees to contribute ~~\$75,000~~\$150,000 for traffic signal light improvements at the intersection of Fairfax Drive and North Quincy Street- and other off-site intersection improvements, including but not limited to nubs and ADA ramps at the intersection of Fairfax Drive and North Quincy Street, to be constructed by others, as shown on the plans dated December 9, 2011. The developer further agrees that such contribution shall be made before issuance of first partial Certificate of Occupancy for tenant occupancy.

Phasing Plan

83. The developer agrees to obtain approval of the County Manager of a phasing plan prior to the issuance of any building permits for the site plan, and to implement the approved plan. During the phasing of construction, the developer further agrees to appropriately maintain the site and any buildings located within it. This maintenance shall include, but not be limited to, maintaining landscaping, keeping the grass mowed, and removing litter and debris from the site. Until the buildings are demolished, the developer agrees to maintain access on the site for fire emergency vehicles. Improvements required by these site plan conditions shall be constructed in phases, consistent with the phasing plan for construction of the project. Any changes in the project phasing shall require a new phasing plan approved by the County Manager prior to the issuance of any permits.

Building Deconstruction

84. The developer agrees to develop and implement a plan, prior to the issuance of the Clearing and Grading or Demolition permit, for the salvage and recycling of building elements and materials from the existing building(s) proposed to be demolished in the event the site contains a building that is identified and/or surveyed by Arlington County's Historic Preservation Program. The developer agrees to contact and permit the staff of the Historic Preservation Program to inspect the property and the existing building(s) to identify those historic building elements and materials to be salvaged. Provisions for such salvage shall be incorporated into the plan. The developer agrees to pay for a recycling contractor or other licensed contractor to have the identified building elements and materials that are marked for salvage to be removed from the building and the site.

Power Door Openers

85. The developer agrees to install power door openers for the main pedestrian entrance to the office building and the main pedestrian entrance to the Black Box Theater. In addition, at the secure interior doors, the developer agrees that call boxes, if used, shall be mounted and measured at a height that allows for hands-free remote capability. The entrances to the lobbies of the office elevators and Black Box Theater elevators from all levels of the parking garage will have automatic door openers. These items shall be installed and functional prior to issuance of any certificate of occupancy for tenancy of the building.

Canopies and Awnings

86. The developer shall not construct any structures within areas dedicated, or to be dedicated, as public sidewalk easements and public sidewalk and utilities easements pursuant to the conditions of this site plan, except that the developer shall be permitted to install and maintain canopies and awnings within such easement areas, provided that such canopies and awnings are consistent with the final design and site engineering plans approved by the County Manager. Such canopies and awnings shall also, among other requirements, meet the following minimum standards: each canopy or awning shall (i) be suspended from the face of a building or structure; (ii) have no ground supports; (iii) extend no more than four feet into the adjoining public sidewalk easement or public sidewalk and utility easement (iv) contain no permanent fixtures such as, among other things, fans, heaters and sprinklers; (v) extend from the face of the building to the outer edge of the canopy or awning in no place more than four feet (vi) extend into the easement area no farther than to a point that is five feet behind the back of the curb line; (vii) shall not be located in the clear space above any utility vault; and, (viii) maintain a clearance of at least eight feet above the public sidewalk to the lowest edge of the canopy or awning, provided, that if such canopy or awning incorporates a sign, the canopy or awning and the sign shall meet all of the applicable zoning ordinance provisions.

In the event such canopies and awnings are approved by the County Manager, the developer further agrees for itself, its successors in title and interest, and assigns, to indemnify and hold harmless the County Board of Arlington County, Virginia and County officials, officers, employees, and agents from all claims, negligence, damages, costs and expenses arising from the canopies and awnings. The developer agrees that, in the event of an emergency, the County may, remove the canopy or awning and shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal. In such event, the County shall not be responsible for replacing such canopy or awning.

The developer agrees that, in the event of need for routine utility work in the area of a canopy or awning, or need for County infrastructure repairs in the regular course of business in the area of the canopy or awning, the County may, by written notice delivered to the developer, require the developer, at developer's sole cost and expense, to remove the canopy or awning within fourteen (14) days of delivery of said notice. The developer further agrees that, if the canopy or awning is not removed within fourteen (14) days of delivery of said notice, the County shall have the right, at the sole cost and expense of the

developer, to remove the canopy or awning and the developer agrees that the County shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal. In such event, the County shall not be responsible for replacing such canopy or awning.

The developer agrees that, if the County determines that an approved and constructed canopy or awning interferes with public access or is otherwise inconsistent with the public welfare, zoning ordinance requirements, or future development, the developer agrees to, at its sole cost and expense, remove the canopy or awning and fully restore any affected surface areas of the canopy, building or easement. The developer agrees to complete removal of any canopy or awning upon notice of the County Manager's determination. The developer agrees that, if the developer fails to remove the canopy or awning within the time specified, the County may remove the canopy or awning, at the expense of the developer, and that the County shall not be liable for any loss or damage that may occur as a result of such removal.

Post Development Site Area

87. The developer agrees to dedicate in fee simple, for public street and utilities purposes, approximately 1,606 square feet along North Pollard Street ("Dedication Area"), as shown on the plans dated December 9, 2011 and as approved by the County Board on January 21, 2012. The Dedication Area shall be dedicated by deed, in form acceptable to the County Attorney, and in accordance with the provisions in Condition #36 herein. The developer shall submit the plat and Deed of Dedication to the County for review and approval within 30 days of Site Plan approval. Thereafter, the developer shall record the plat and Deed of Dedication in the land records within 120 days of Site Plan approval. The developer further agrees that future density for this site shall be calculated on the resulting post-development site area of approximately 45,508 square feet and such development shall be subject to the approval of a future site plan amendment by the County Board.

Multi-Space Parking Meters

88. The developer agrees to contribute the cost, up to a maximum of \$17,000 of installation of multi-space parking meters along the project's frontage. The number of meters and the amount of the cost of installation will be determined by the Final Engineering Plan and the resulting contribution shall be paid in one installment prior to the issuance of the first Certificate of Occupancy for the first phase of the project.

Quincy Park Bonus Density Contribution

89. **[THIS CONDITION IS UNDER REVISION AND WILL BE PROVIDED IN A SUPPLEMENTAL REPORT]**

Interim Use of Surface Parking Lot

90. The developer agrees that it may use the existing surface parking lot for public parking after the termination of operations for the on-site existing Arlington Funeral Home and prior to commencement of construction of the site plan only under the following conditions:

- a. No new driveways shall be added, and the two driveways connected to the porte cochere serving the Arlington Funeral Home building shall be removed.
- b. The developer shall install a maximum three (3) foot high hedge around the perimeter of the parking area as headlight screening.
- c. If the Arlington Funeral Home is demolished, a rectangular area of the property that currently supports the building footprint shall be improved with landscaping during this interim period when the existing surface lot may be used for public parking, including ground cover plantings and/or turf.
- d. The developer obtains that approval of the CM for, and implements, a landscape plan depicting the proposed landscape improvements called for in this condition prior to use of the surface parking lot for public parking. The developer agrees to install all approved landscape improvements within 60 days of such approval, unless otherwise approved by the Zoning Administrator, based on the planting season and the weather, which may not permit the installation of these features by the required timing.
- e. The developer shall maintain the property in good condition throughout the use of the surface parking lot.
- f. The surface lot may be used for public parking for a maximum of three (3) years from January 21, 2012.

PREVIOUS COUNTY BOARD ACTIONS:

July 9, 1983	Approved use permit (U-2380-83-2) for a cremation unit within a funeral home with a review in one year.
September 8, 1984	Continued use permit for a cremation unit within a funeral home with a review in three years.
September 12, 1987	Continued use permit for a cremation unit within a funeral home with no further review.
May 7, 1994	Approved use permit amendment for construction of a two-story garage and storage building, subject to all previous conditions, new conditions, and review in one year following issuance of a Certificate of Occupancy.
April 26, 2003	Approved General Land Use Plan amendment from “High-Medium Residential Mixed-Use” to “Medium” Office-Apartment-Hotel.
November 15, 2003	Deferred rezoning to “C-O-2.5” and site plan for approximately 140 dwelling units, community facility, public plaza, and retention of existing commercial use.
December 6, 2003	Denied site plan for approximately 140 dwelling units, community facility, public plaza, and retention of existing commercial use, and accepted withdrawal of rezoning to “C-O-2.5”
July 10, 2004	Approved Z-2516-04-1 rezoning from “C-2” Service Commercial – Community Business Districts to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts for premises known as 3901 N. Fairfax Dr ; and approved site plan for approximately 135 dwelling units, ground floor retail, community black box theater, plaza, existing funeral home, with modification of use regulations for density, setbacks, exclusion of community facility space and below grade storage from calculation of GFA.
September 8, 2007	Deferred to the October 13, 2007 County Board meeting the site plan amendment for approximately 120 dwelling units, ground floor retail, community black box theater, plaza, funeral home, with modification of use regulations

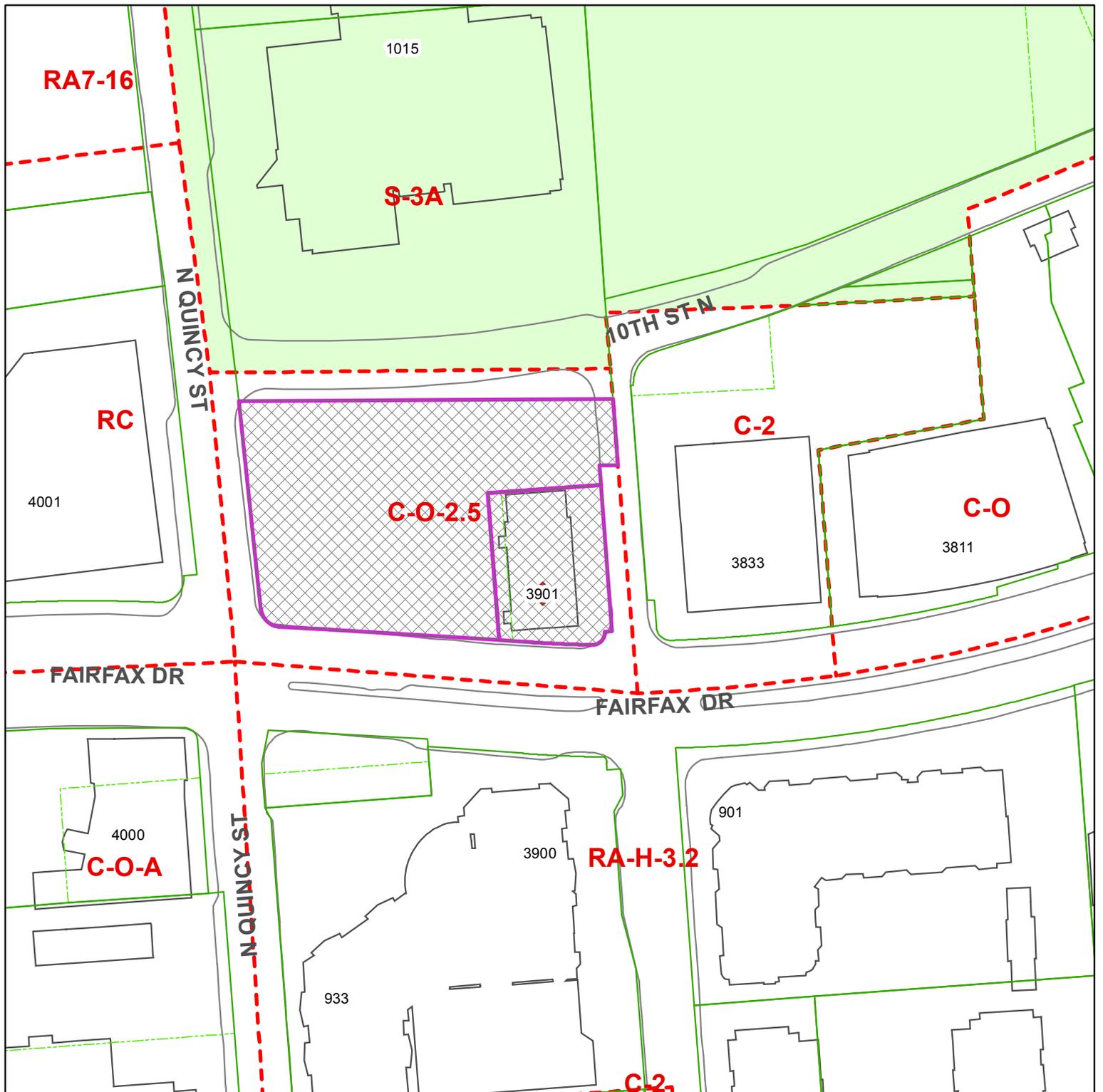
for density and exclusion of community facility space and below grade storage; 3901 N. Fairfax Dr.

October 13, 2007

Deferred to the November 13, 2007 County Board meeting the site plan amendment for approximately. 120 dwelling units, ground floor retail, community black box theater, plaza, funeral home, with modification of use regulations for density and exclusion of community facility space and below grade storage; 3901 N. Fairfax Dr.

November 27, 2007

Approved a site plan amendment for approximately 120 dwelling units, ground floor retail, community black box theater, plaza, funeral home, with modification of use regulations for density and exclusion of community facility space and below grade storage; 3901 N. Fairfax Dr.



SP# 386

3901 North Fairfax Drive

RPC# 14-030-057 and -058



 Case
 Location(s)
 Scale: 1:1,200

Note: These maps are for property location assistance only.
 They may not represent the latest survey and other information.

3901 North Fairfax

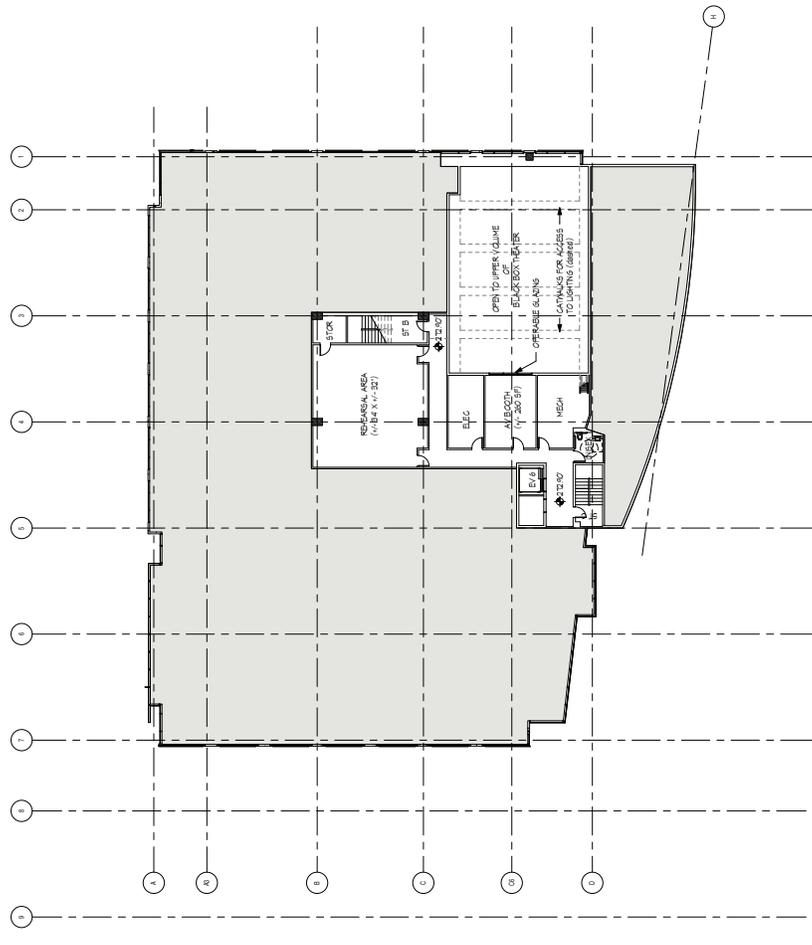
Arlington, VIRGINIA

Owner / Developer
 BDC Cimaron LLC
 455 Spring Park Place
 Herndon, VA 20170

Design Architect
 RTKL Associates Inc.
 2101 L Street, NW Suite 200
 Washington, DC 20037

No.	Date	Item
1	DEC 2011	RESUBMISSION
2	DEC 2011	RESUBMISSION
3	OCT 2011	RESUBMISSION
4	AUG 2011	RESUBMISSION

Issued Drawing Log



1 MEZZANINE

1/8" = 1'-0"

FLOOR	FIN. FLOOR ELEV.	OFFICE	RETAIL	THEATER	SERVICE/UTILITY	TEN. STOR.	FITNESS	PARKING	TOTAL SQA
MEZZANINE LEVEL	274'-0"	0	0	2,445	0	0	0	0	2,445

NOTES:
 1. SEE SHEET A-1-03 FOR ADDITIONAL NOTES & FABRICATIONS.

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MEZZANINE LEVEL
 FLOOR PLAN

RTKL Contract No. 20-10045.00
 Issue Date 13 OCT 2011
 Scale 1/8" = 1'-0"

A.1-4A
 4.1 SITE PLAN

3901 North Fairfax Drive

Arlington, Virginia

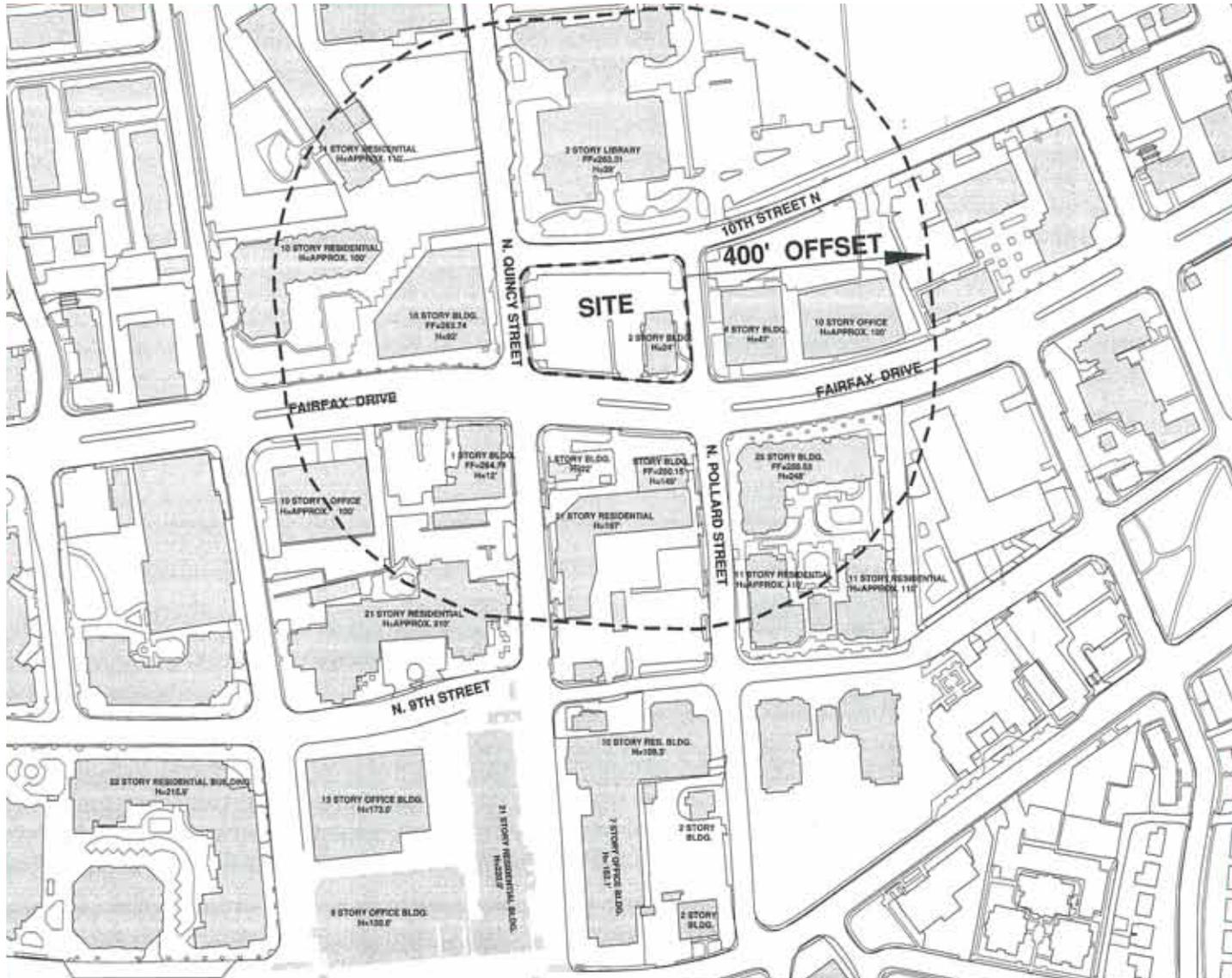
Architect
RTKL Associates, Inc.
2101 L Street NW, Suite 200
Washington, DC 20037
202.833.4400
Contact: Marc Fairbrother

Developer
BDC Crimson LLC
455 Spring Park Place, Suite 100
Herndon, VA 20170
703.834.9700
Contact: Christian Chambers

01.04.12

The following submission (including plans, elevations, and tabulations) is intended to comply with Arlington County Guidelines for Comprehensive Sign Plan.

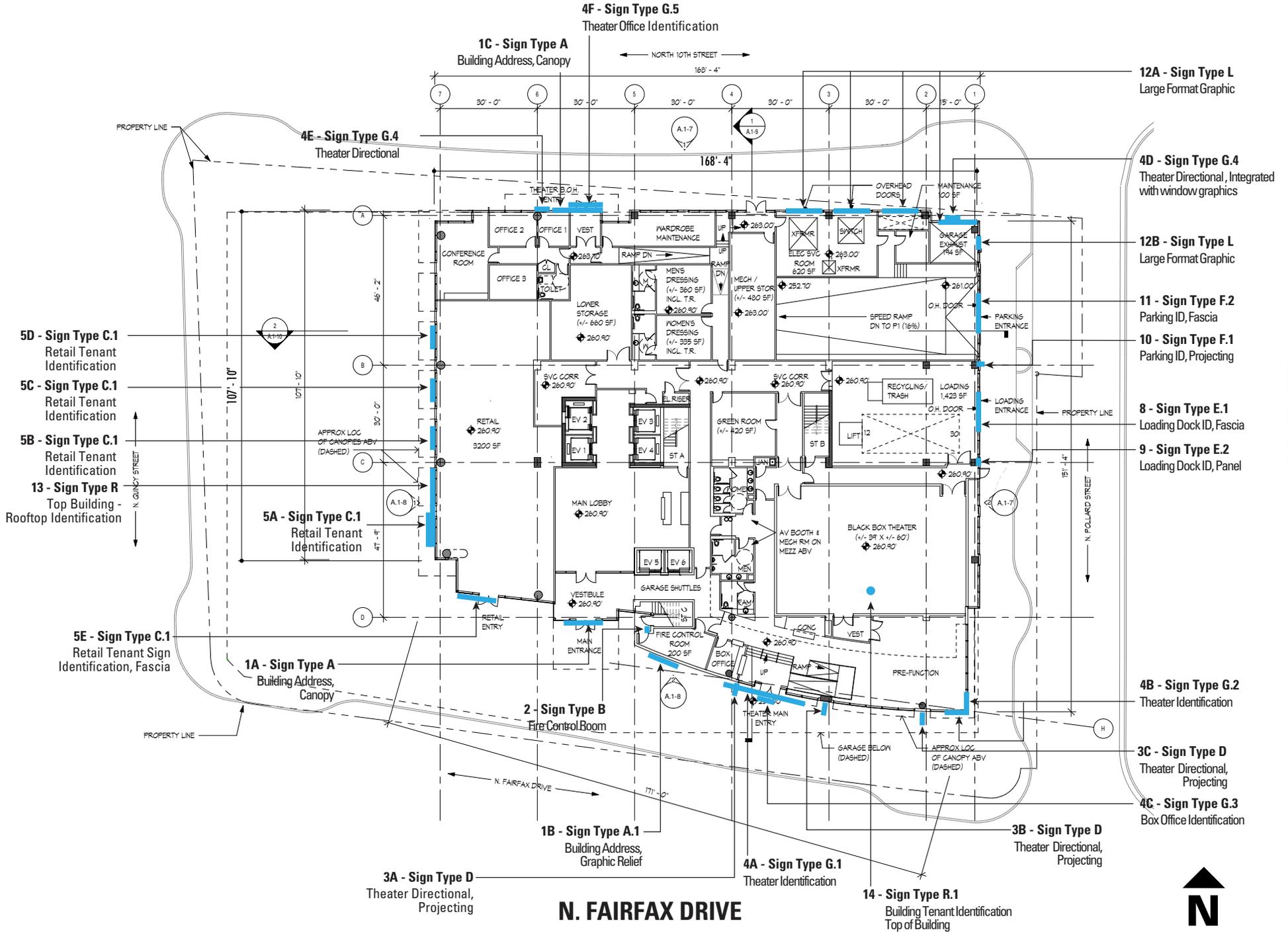
Overall Site Plan.....	1.01
Sign Location Plan.....	2.01
North Elevation.....	3.01
South Elevation.....	3.02
East Elevation.....	3.03
West Elevation.....	3.04
Tabulations.....	4.01

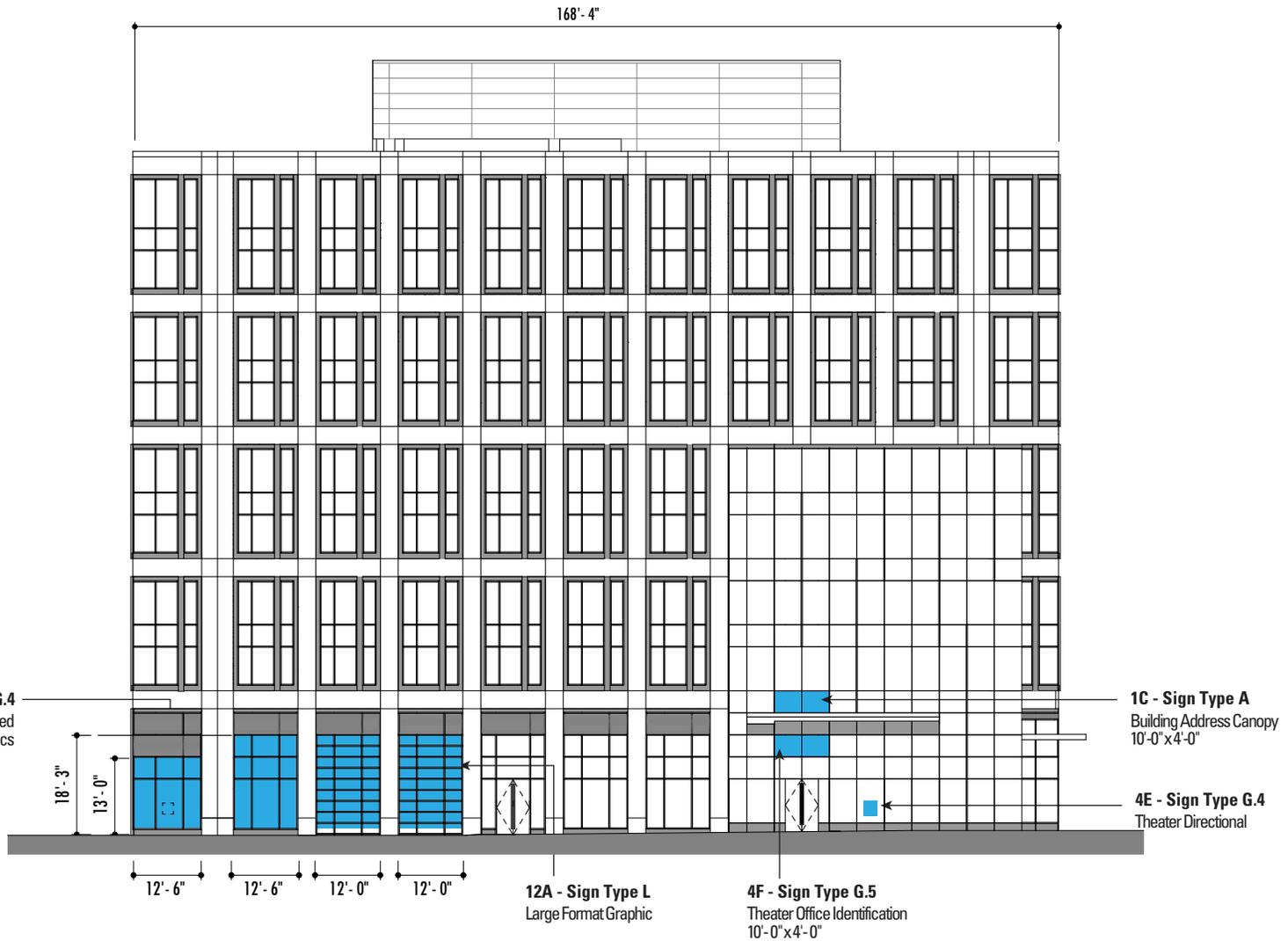


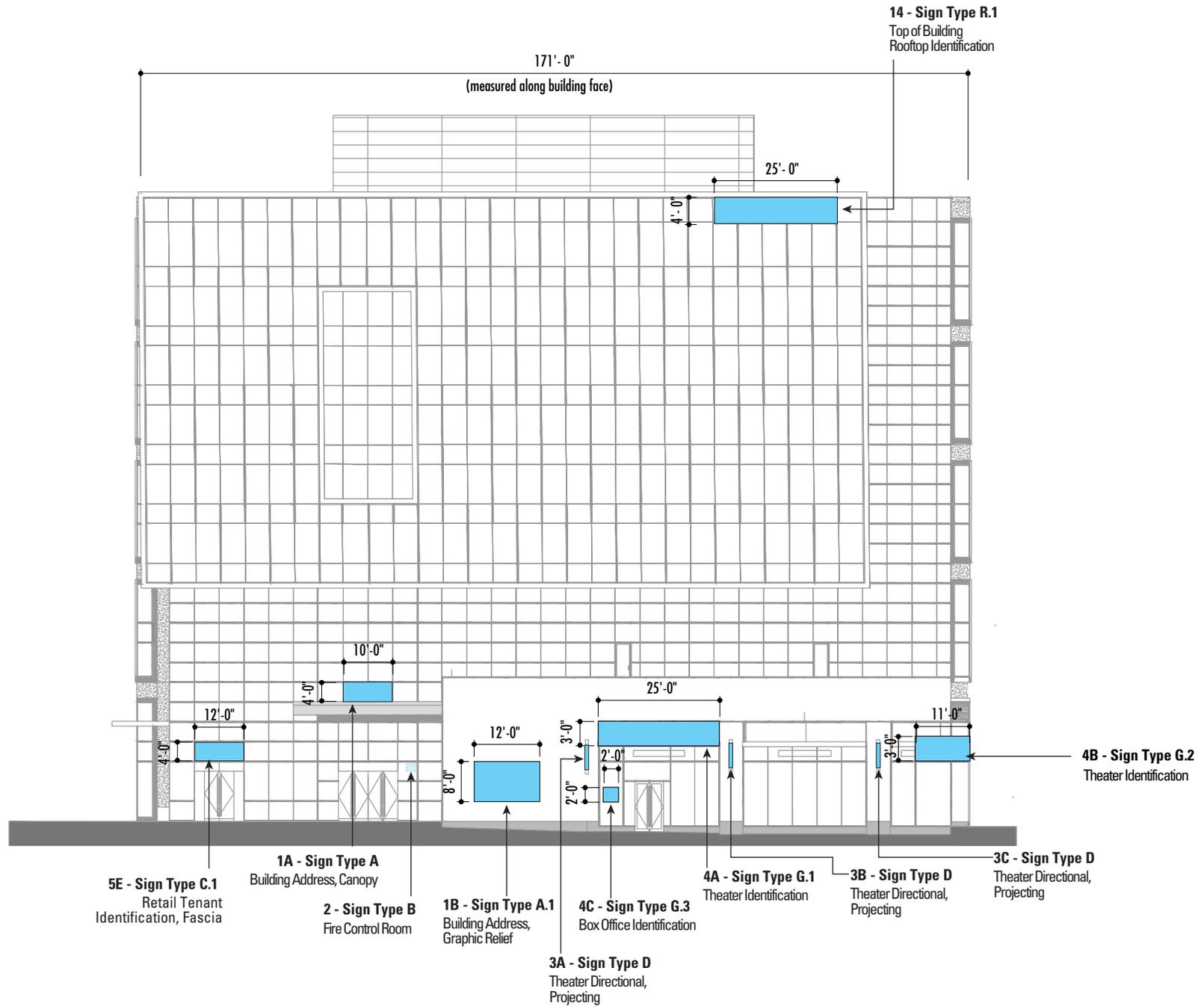
N. 10TH STREET

N. QUINCY STREET

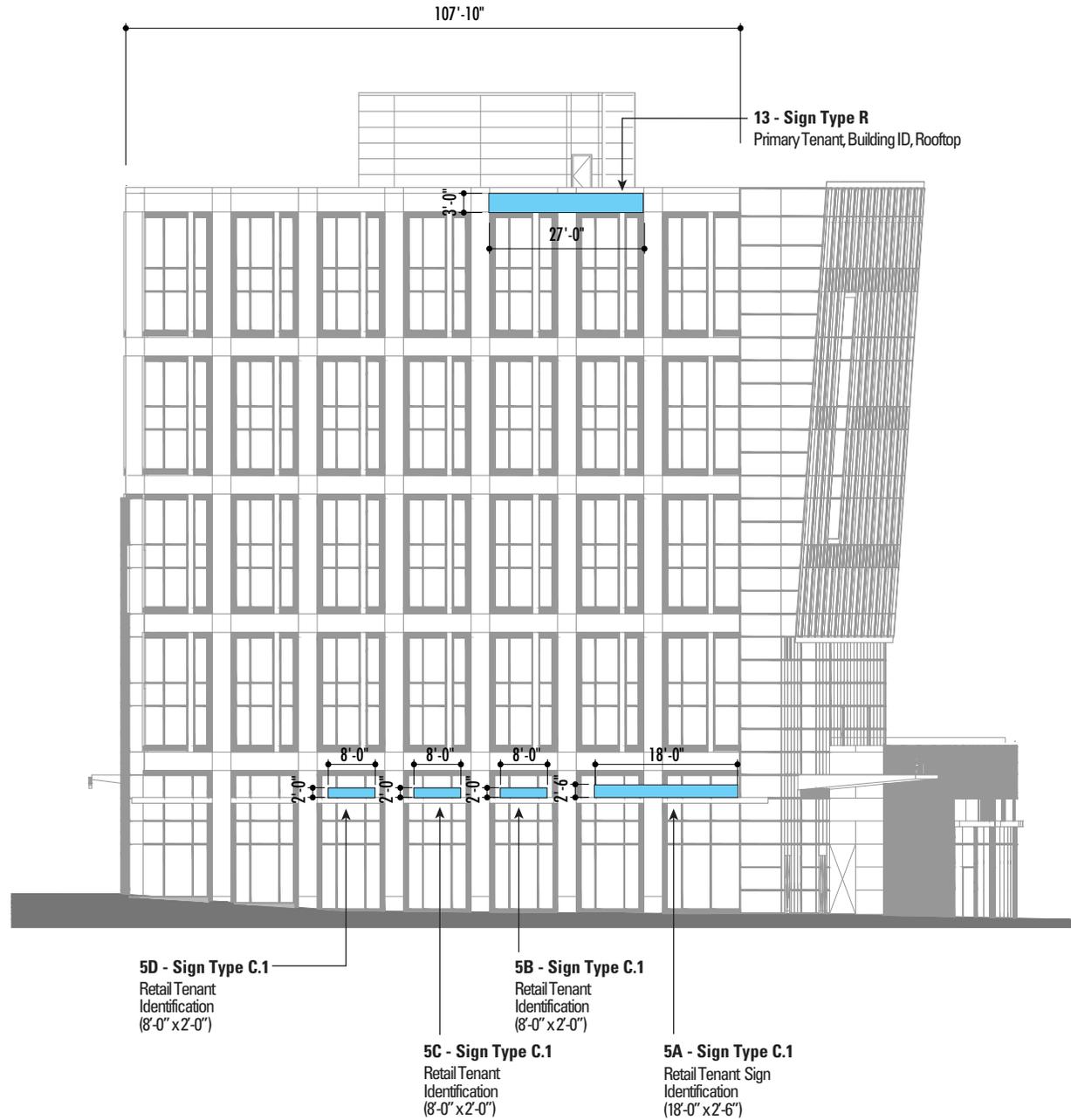
N. POLLARD STREET











Sign No.	Sign Designation	Sign Type		Signage Area	Signage Area	Signage Area	Message	Location
1A	Building Address, Canopy	A	10'-0" X 4'-0"	40.00	0.00	40.00	3901	South Façade, N. Fairfax Dr.
1B	Building Address, Graphic Relief	A.1	12'-0" X 8'-0"	96.00	0.00	96.00	TBD	South Façade, N. Fairfax Dr.
1C	Building Address, Canopy	A	10'-0" X 4'-0"	40.00	0.00	40.00	TBD	North Façade, N. 10th St.
2	Fire Control Room	B	2'-0" X 1'-0"	2.00	0.00	2.00	Fire Control Room	South Façade, N. Fairfax Dr.
3A	Theater Directional, Projecting	D	1'-4" X 3'-0"	4.00	4.00	0.00	TBD	South Façade, N. Fairfax Dr.
3B	Theater Directional, Projecting	D	1'-4" X 3'-0"	4.00	4.00	0.00	TBD	South Façade, N. Fairfax Dr.
3C	Theater Directional, Projecting	D	1'-4" X 3'-0"	4.00	4.00	0.00	TBD	South Façade, N. Fairfax Dr.
4A	Theater Identification	G.1	25'-0" X 3'-0"	75.00	75.00	0.00	TBD	South Façade, N. Fairfax Dr.
4B	Theater Identification	G.2	11'-0" X 3'-0"	33.00	33.00	0.00	TBD	South Façade, N. Fairfax Dr.
4B	Theater Identification	G.2	11'-0" X 3'-0"	33.00	33.00	0.00	TBD	East Façade, N. Pollard St.
4C	Box Office Identification	G.3	2'-0" X 2'-0"	4.00	4.00	0.00	TBD	South Façade, N. Fairfax Dr.
4D	Theater Directional	G.4	2'-0" X 2'-0"	4.00	4.00	0.00	TBD	North Façade, N. 10th St.
4E	Theater Directional	G.4	2'-0" X 2'-0"	4.00	4.00	0.00	TBD	North Façade, N. 10th St.
4F	Theater Offices Identification	G.5	10'-0" X 4'-0"	40.00	40.00	0.00	TBD	North Façade, N. 10th St.
5A	Retail Tenant Identification	C.1	18'-0" X 2'-6"	45.00	45.00	0.00	TBD	West Façade, N. Quincy St.
5B	Retail Tenant Identification	C.1	8'-0" X 2'-0"	16.00	16.00	0.00	TBD	West Façade, N. Quincy St.
5C	Retail Tenant Identification	C.1	8'-0" X 2'-0"	16.00	16.00	0.00	TBD	West Façade, N. Quincy St.
5D	Retail Tenant Identification	C.1	8'-0" X 2'-0"	16.00	16.00	0.00	TBD	West Façade, N. Quincy St.
5E	Retail Tenant Identification	C.1	12'-0" X 4'-0"	48.00	48.00	0.00	TBD	South Façade, N. Fairfax Dr.
8	Loading Dock Identification, Fascia	E.1	16'-0" X 2'-0"	32.00	32.00	0.00	TBD	East Façade, N. Pollard St.
9	Loading Dock Identification, Panel	E.2	2'-0" X 2'-0"	4.00	4.00	0.00	TBD	East Façade, N. Pollard St.
10	Parking Identification, Projecting	F.1	3'-0" X 2'-0"	6.00	6.00	0.00	TBD	East Façade, N. Pollard St.
11	Parking Identification, Fascia	F.2	16'-0" X 2'-0"	32.00	32.00	0.00	TBD	East Façade, N. Pollard St.
TOTAL					420.00	178.00		

Glass Door Pattern	12A	Large Format Graphic, translucent integrated with glass facade	L	4 Ground Level Window/ Door Areas	819.50	819.50*	0.00	Text Graphics	North Façade, N. 10th St.
	12B	Large Format Graphic, translucent integrated with glass facade	L	1 Ground Level Window/ Door Areas	110.50	110.50*	0.00	Text Graphics	East Façade, N. Pollard St.

Roof Top	13	Primary Tenant, Building Identification, Rooftop	R	27'-0" X 3'-0"	81.00	0.00	0.00	TBD	West Façade, N. Quincy St.
	14	Top of Building Roof Identification	R.1	25'-0" X 4'-0"	100.00	0.00	0.00	TBD	South Façade, N. Fairfax Dr.

* NOTE: The 3901 N. Fairfax project is seeking signage allocation exception for the comprehensive sign plan

Sign Materials

- 1A – Individual, dimensional stainless steel numbers, illuminated, light wash from concealed baseline light source.
- 1B – Integrated graphic relief of address numbers, illuminated light wash from concealed light source.
- 1C – Individual, dimensional stainless steel letters/numbers, illuminated, light wash from concealed baseline light source.
 - 2 – Individual, dimensional stainless steel letters.
- 3A – Non-illuminated, painted aluminum sign box.
- 3B – Non-illuminated, painted aluminum sign box.
- 3C – Non-illuminated, painted aluminum sign box.
- 4A – Individual, dimensional stainless steel letters/numbers, illuminated, light wash from concealed baseline light source.
- 4B – Top Portion: Individual stainless steel letters illuminated light wash from concealed baseline light source.
 - Bottom Portion: Illuminated digital signage not to exceed 12 sq. ft. max; text changes no more than once per day.
 - NOTE: Sign 4B may be designed in a curvilinear configuration.
- 4C – Illuminated digital signage; Text changes no more than once per minute.
- 4D – Non-illuminated, integrated with glass graphic pattern.
- 4E – Non-illuminated, painted, aluminum panel.
- 4F – Individual, dimensional stainless steel letters/numbers, illuminated, light wash from concealed light source.
- 5A-5E – Individual, dimensional stainless steel letters/logo, illuminated, light wash from concealed baseline light source.
 - 8 – Dimensional, stainless steel letters, non-illuminated.
 - 9 – Non-illuminated, painted, aluminum panel.
 - 10 – Aluminum sign cabinet, internally illuminated.
 - 11 – Individual, dimensional stainless steel letters, illuminated backlit.
- 12A, 12B – Flat, screen printed appliqué.
 - 13 – Individual, dimensional letters/logo, internally illuminated.
 - 14 – Individual, dimensional letters/logo, internally illuminated.



1 VIEW FROM SW CORNER

1 A B C D E F G H I J

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3901 North Fairfax
Arlington, VIRGINIA

Owner / Developer
BDC Crimmon LLC
455 Spring Park Place, Suite 100
Hendons, Virginia 20170

Design Architect
RTKL Associates Inc.
2101 L Street, NW Suite 200
Washington, DC 20037

Registered Drawing Log

No.	Date	Item
1	10/AUG/2011	REVISION
2	13/OCT/2011	REVISION
3	13/OCT/2011	REVISION
4	13/OCT/2011	REVISION
5	13/OCT/2011	REVISION

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ILLUSTRATIVE IMAGES

RTKL Contract No. 20-10045.00
Issue Date 09 March 2011
Scale AS NOTED

A.1-0A
4.1 SITE PLAN

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3901 North Fairfax

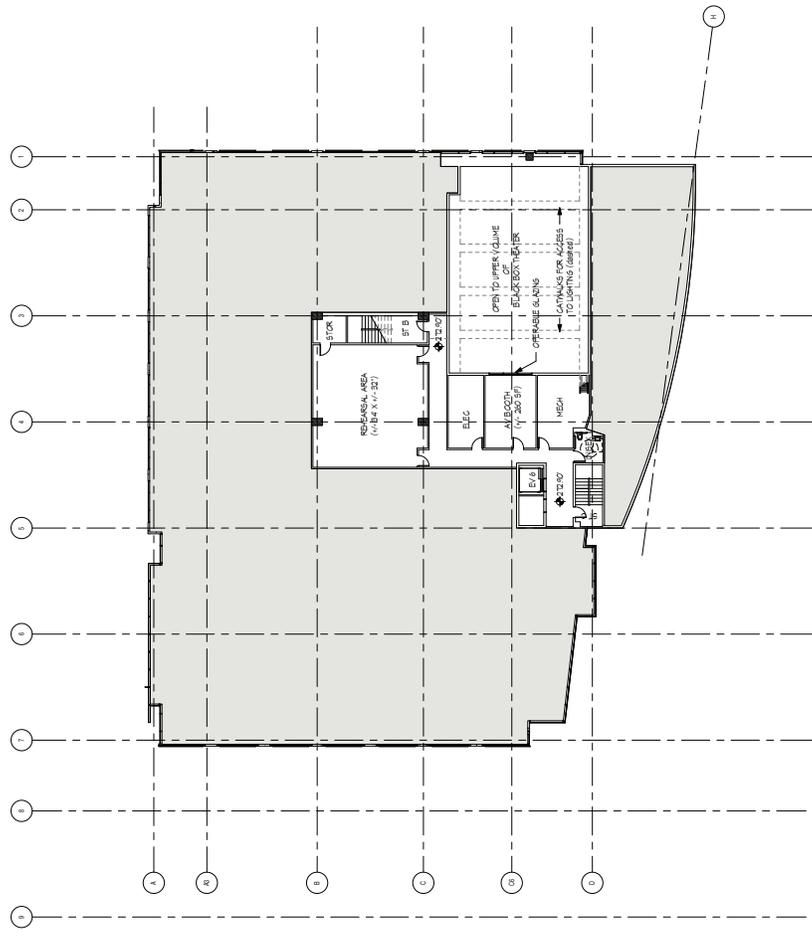
Arlington, VIRGINIA

Owner / Developer
 BDC Cimaron LLC
 455 Spring Park Place
 Suite 100
 Herndon, VA 20170

Design Architect
 RTKL Associates Inc.
 2101 L Street, NW Suite 200
 Washington, DC 20037

No.	Date	Item
1	DEC 2011	RESUBMISSION
2	DEC 2011	RESUBMISSION
3	OCT 2011	RESUBMISSION
4	AUG 2011	RESUBMISSION

Issued Drawing Log



1 MEZZANINE

1/8" = 1'-0"

FLOOR	FIN. FLOOR ELEV.	OFFICE	RETAIL	THEATER	SERVICE/UTILITY	TEN. STOR.	FITNESS	PARKING	TOTAL S.F.A.
MEZZANINE LEVEL	274'-0"	0	0	2,445	0	0	0	0	2,445

NOTES:
 1. SEE SHEET A-1-03 FOR ADDITIONAL NOTES & FABULATIONS

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MEZZANINE LEVEL
 FLOOR PLAN

RTKL Contract No. 20-10045.00
 Issue Date 13 OCT 2011
 Scale 1/8" = 1'-0"

A.1-4A

4.1 SITE PLAN



1 VIEW FROM SW CORNER

1 A J B C D E F G H I J

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3901 North Fairfax
Arlington, VIRGINIA

Owner / Developer
BDC Crimmon LLC
455 Spring Park Place, Suite 100
Hendons, Virginia 20170

Design Architect
RTKL Associates Inc.
2101 L Street, NW Suite 200
Washington, DC 20037

Registered Drawing Log

No.	Date	Item
1	10/AUG/2011	REVISION
2	13/OCT/2011	REVISION
3	13/OCT/2011	REVISION
4	13/OCT/2011	REVISION
5	13/OCT/2011	REVISION

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RTKL Contract No. 20-10045.00
Issue Date 09 March 2011
Scale AS NOTED

A.1-0A
4.1 SITE PLAN

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1 A B C D E F G H I J



1 VIEW FROM SW CORNER

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3901 North Fairfax
Arlington, VIRGINIA

Owner / Developer
BDC Crimmon LLC
455 Spring Park Place, Suite 100
Hendons, Virginia 20170

Address

Design Architect
RTKL Associates Inc.
2101 L Street, NW Suite 200
Washington, DC 20037

Revised Drawing Log

No.	Date	Item
1	12/07/2011	REVISION
2	12/07/2011	REVISION
3	12/07/2011	REVISION
4	12/07/2011	REVISION
5	12/07/2011	REVISION

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RTKL Contract No. 20-10045.00
Issue Date 10 AUG 2011
Scale AS NOTED

A.1-0D
4.1 SITE PLAN



1 VIEW FROM SE CORNER

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10 11 12 13 14 15 16 17 18 19 20

3901 North Fairfax
Arlington, VIRGINIA

Owner / Developer
BDC Crimmon LLC
455 Spring Park Place, Suite 100
Henderson, Virginia 20170

Address
2101 L Street, NW Suite 200
Washington, DC 20037

Design Architect
RTKL Associates Inc.

No.	Date	Item
1	12/02/2011	REVISION
2	01/03/2011	REVISION
3	02/02/2011	REVISION
4	03/02/2011	REVISION

Issued Drawing Log

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RTKL Contract No. 20-10045.00
Issue Date 10 AUG 2011
Scale AS NOTED

A.1-0E

4.1 SITE PLAN

3901 North Fairfax

Address
Arlington, VIRGINIA

Owner/ Developer
RTKL Associates Inc.
2101 T Street, NW Suite 200
Washington, DC 20037

REVISION	DATE	BY	ITEM
REVISION	12/02/2011	RTKL	REVISION
REVISION	03/02/2011	RTKL	REVISION
REVISION	03/02/2011	RTKL	REVISION
REVISION	03/02/2011	RTKL	REVISION

Issued Drawing Log



2 ENLARGED ELEVATION - NORTH
1/8" = 1'-0"

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