

MINUTES FOR APPROVAL

Attached for County Board consideration for approval are the minutes of the meeting date listed below:

July 21, 2012

Regular Meeting

A Regular Meeting of the County Board of Arlington County, Virginia, held in Room 307 of 2100 Clarendon Boulevard thereof on Saturday, July 21, 2012 at 8:36 a.m.

PRESENT: MARY HYNES, Chair
J. WALTER TEJADA Vice Chairman
LIBBY GARVEY, Member
JAY FISETTE, Member
CHRISTOPHER ZIMMERMAN, Member

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

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PUBLIC COMMENT

Mr. Mark Downey commented on an issue with a neighbor and asked for assistance from the Police Department.

Ms. Audrey Clement of the Green Party of Virginia asked the Board to consider amending the building maintenance code to require “big box” stores in the County to install rooftop solar panels.

Mr. Robert Atkins commented on WMATA funding by Arlington County and the District of Columbia.

Ms. Constance M. O’Hearn, of Phoenix Bikes, thanked the Board for support of the Phoenix Bikes program.

Ms. Elfreda Baptist of the Williamsburg Condominium Association requested a meeting with Board members and staff regarding renovations at Rocky Run Park.

Mr. Jim Hurysz spoke about homeland security funds.

Mr. Matt Wavro commented about local taxes and the services they fund.

Mr. John Snyder of the Douglas Park Civic Association spoke about the damage from the Derecho storm in Douglas Park.

Ms. Carrie Johnson of the Friends of Long Bridge Park discussed the Fourth of July celebration.

Mr. Berhane Michael, of Tenants and Workers United/Arlington United Taxi Operators (AUTO), spoke about AUTO’s proposed changes to the taxi ordinance and asked the Board for a timetable to the proposal.

Mr. Lou Gatti commented on the name of Dittmar Street, whether it is correctly named North Dittmar Street, and the need to coordinate with the postal service about the correct name.

Mr. Michael Shaw spoke about the proposed re-design of Shirlington Road and stated that it should not result in a decrease in traffic lanes.

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EMERGENCY DECLARATION

A motion was made by MARY HYNES, Chair, seconded by J. WALTER TEJADA Vice Chairman to consent to the County Manager’s Declaration of Local Emergency. The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye,

JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye.

WHEREAS, the County Board of Arlington County, Virginia does hereby find:

1. That due to heavy rain, damaging winds and damage to critical infrastructure, the County of Arlington faced dangerous conditions;
2. That due to dangerous conditions; damage to private and public facilities; a condition of extreme peril to life and property necessitated the proclamation of the existence of an emergency;
3. The County Manager declared a local emergency concurrent with the State of Emergency declared by the Governor of the Commonwealth of Virginia on June 30, 2012;
4. This Declaration of Local Emergency expired on July 7, 2012.

NOW THEREFORE, IT IS HEREBY PROCLAIMED that the County Board consents to the declaration of a local emergency by the County Manager and the emergency existed throughout Arlington County; and

IT IS FURTHER PROCLAIMED AND ORDERED that the Comprehensive Emergency Management Program Emergency Operations Plan was in effect during the emergency.

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CLOSED MEETING; CERTIFICATION OF CLOSED MEETING DISCUSSIONS

A motion was made by MARY HYNES, Chairman, seconded by J. WALTER TEJADA, Vice Chairman, to convene a closed meeting as authorized by Virginia Code sections 2.2-3711.A.3 and 7 for the following purposes:

discussion concerning one matter involving the disposition of public owned real property where discussion in public could adversely affect the County's negotiating and bargaining position; and

consultation with the County Attorney and relevant staff concerning the legal bases underlying the Zoning Ordinance provisions for CO-Rosslyn related to increases in density and height in exchange for community benefits.

The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye.

The Board met in a closed meeting from 11:35 a.m. to 1:25 p.m.

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

Member & Vote

Ms. Hynes - Aye
Mr. Tejada - Aye
Mr. Fisetete – Aye
Ms. Garvey – Aye

Mr. Zimmerman – Aye

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CONSENT ITEMS.

A motion was made by MARY HYNES, Chair, seconded by J. WALTER TEJADA Vice Chairman to approve the County Manager's recommendation for all consent items except items #7, #12, #13, #31, #33, #39 and #42, which will be subject to full hearing at the June 19, 2012 County Board recessed meeting. The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISSETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye.

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SITE PLANS/AMENDMENTS/REVIEW

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- 1. **Z-2372-89-1 PROFFER AMENDMENT TO MODIFY: PROFFER 36 REGARDING LOADING SPACE HEIGHT CLEARANCES; PROFFER 37 REGARDING REQUIRED PARKING SPACE HEIGHT CLEARANCES; AND PROFFER 48 REGARDING TOTAL PARKING SPACE COUNT AND ALLOCATION OF PARKING SPACES AMONG USES, WITH MODIFICATIONS TO USE REGULATIONS FOR PARKING SPACE DIMENSIONS AND ALLOCATION AMONG USES; LOCATED AT 2900 10TH ST. N. (RPC# 18-029-007).**

On the consent agenda vote, after a duly advertised public hearing, the Board deferred the subject proffer amendment to the September 15, 2012 County Board meeting.

Board Report #1

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- 2. **PDSP #346 PHASED DEVELOPMENT SITE PLAN AMENDMENT TO TEMPORARILY EXPAND THE TYPES OF USES PERMITTED WITHIN SPACE DESIGNATED FOR RETAIL USE IN LAND BAY A; LOCATED AT 2733 AND 2777 CRYSTAL DRIVE (RPC# 34-027-060; -061)**

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve a site plan amendment to PDSP #346 to temporarily expand the types of uses permitted within space designated for retail use in Land Bay A; located at 2733 and 2777 Crystal Drive, subject to the conditions of the ordinance. [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-A-PDSP #346" attached for the public record to these minutes.]

Board Report #2

Addendum-7-21-12-A-PDSP #346

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- 3. **SP #358 SITE PLAN AMENDMENT TO RE-APPROVE FOOD DELIVERY SERVICE FOR NAKED PIZZA; LOCATED AT 3900 FAIRFAX DRIVE (RPC# 14-043-031).**

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to re-approve a site plan amendment for SP #358 for food delivery service for Naked Pizza at 3900 Fairfax Drive, subject to all previously approved conditions, one (1) amended condition, and one (1) new condition; with a

County Board review in one (1) year (July 2013). [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-B-SP #358" attached for the public record to these minutes.]

[Board Report #3](#)

Addendum-7-21-12-B-SP #358

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4. WOODBURY PARK

- A. SP #364 Site Plan Amendment to modify site plan Condition #66 to allow for the change in use of area required for convenience service or retail to a residential condominium unit; located at 2220 Fairfax Drive and 2303 N. 11th Street (RPC# 18-084-016).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve a site plan amendment to SP #364 to allow for the change in use of 1,000 square feet of convenience service area/retail space to residential, thereby eliminating Condition #66.

WHEREAS, an application for a Site Plan Amendment dated March 28, 2012 for Site Plan # 364, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] prepared for the June 16, 2012 County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to 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 June 16, 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
- 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 28, 2012 for Site Plan # 364, and as such application has been modified, revised, or amended ("Revised Site Plan Application"), for a Site Plan Amendment to allow for a change in use of convenience service area/retail to residential, for the parcel of real property known as RPC# 18-084-016 and 2220 Fairfax Drive and 2303 N. 11th Street, approval is granted and the parcel so described shall be used according to the Site plan as originally approved on October 4, 2003 and amended from time to time as shown in the records of the Office of Zoning administration, and as amended by the Revised Site Plan Application, subject to the all previous conditions, except that the following condition is deleted:

~~66. The developer agrees to provide convenience service area or retail in space located on the ground floor of the east building, to not exceed 1,000 square feet of gross floor area. The primary intent of the convenience service area or retail is to serve both the residents living within the new buildings and those living in the existing development. Any change in the use and/or significant change in the size of the space shall require County Board approval. The use and treatment of the space shall be consistent with Section 1 of the Zoning Ordinance, be reviewed and approved by the County~~

~~Manager or his designee prior to the issuance of the first Certificate of Occupancy for the building, and the following restrictions shall apply:~~

- ~~a. There shall be no window displays or advertisements that face Fairfax Drive.~~
- ~~b. There shall be no entrance to shops adjacent to Fairfax Drive, except from inside the building.~~
- ~~c. There shall be no signs advertising such shop or services that shall be visible from outside the building adjacent to Fairfax Drive.~~
- ~~d. Commodities or services offered shall be limited to only those under the general classification of groceries, drugs and valet service.~~
- ~~e. There shall be no deliveries made from the shop outside of the building or project.~~
- ~~f. The developer shall encourage the retail tenant to advertise employment opportunities within each residential building and shall give consideration to employing Woodbury Park residents. The developer shall also encourage the retail tenant to hire Woodbury Park residents where practicable.~~
- ~~g. Hours of operation of the retail space shall be as extensive as commercially practicable.~~

[Board Report #4.A.](#)

- B. SP #364 Site Plan Amendment to allow a preschool for Full Circle Montessori, located at 2230 Fairfax Drive (RPC# 18-084-013).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve an amendment to SP #364 to renew approval of a preschool for Full Circle Montessori School located at 2230 Fairfax Drive for five (5) years (July 31, 2017), subject to all previously approved conditions and an amended Condition #67; with a County Board review in five (5) years (July 2017).

WHEREAS, an application for a Site Plan Amendment dated May 22, 2008 for Site Plan #364, was filed with the Office of the Zoning Administrator; and

WHEREAS, the use applied for in the Application was approved on two occasions on a temporary basis and is due to expire on July 31, 2012; and

WHEREAS, as indicated in Staff Report prepared for the July 21, 2012 County Board meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board re-approve the Site Plan Amendment subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on July 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

- 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 May 22, 2008 for Site Plan #364, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in the conditions below (which drawings, etc... are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment for a preschool, for the parcel of real property known as RPC# 18-084-013 and 2230 Fairfax Drive, Community Room, approval is granted and the parcel so described shall be used according to the Site plan as originally approved on October 4, 2003 and amended from time to time as shown in the records of the Office of Zoning administration, and as amended by the Revised Site Plan Application, subject to all previous conditions and the following revised condition number 67:

67. The new community center shall contain approximately 3,700 square feet of gross floor area. The space in the center will be designed to house some or all of the following activities: community center administration, child care, computer center, fitness room, teen center, a multi-purpose room and related uses. Community center space shall not be used for Woodbury Park management and leasing purposes. Any use of the community center space other than those listed above shall be reviewed and approved by the Zoning Administrator as meeting the intent of this condition. Access to and use of the community center shall be restricted to residents of the existing and new residential buildings. The use of the community center shall be limited to solely activities for Woodbury Park residents. The applicant shall employ at least one full-time employee dedicated specifically to providing Woodbury Park community center activities. The applicant shall make best faith efforts to expand the hours of operation of the community center to maximize the community center amenities and services. Except for the students and employees of one preschool tenant, access to and use of the community center shall be limited solely to residents of Woodbury Park and to activities for Woodbury Park residents (existing and new residential buildings). The preschool shall occupy no more than 835 square feet of the community center as shown on the drawings submitted May 22, 2008. This area shall be used only for instruction of students and school events. The applicant agrees that the preschool serving students who do not reside at Woodbury Park may be permitted to use the community center only under the following conditions:
 - a. Parents of students attending the program or employees of the preschool shall escort students to and from the community center at all times. Pick up and drop-off times by vehicle shall be staggered. Parents arriving for pick up and drop off by vehicle shall use the short term parking spaces off of North Fairfax Drive or any parking space where the Parking Management Plan allows public parking.
 - b. The applicant agrees to meet the requirements of the Child Care Ordinance, Community Code Enforcement Office, Environmental Health Bureau and the Fire Marshal's Office, including securing the appropriate assembly permit prior to the issuance of a Certificate of Occupancy.
 - c. The applicant agrees that the hours of operation for the preschool are from 8:30 a.m. to 2:45 p.m. on Mondays through Thursdays and 8:30 am to 12:30 p.m. Fridays, September through the first Friday in June.
 - d. The applicant agrees to limit total enrollment to 25 students. A minimum of four (4) students, but no less than one-third of the total, enrolled in the program must be residents of the Woodbury

Park complex (both old and new buildings) who are low-to-moderate income as defined by the Arlington County housing guidelines and are receiving subsidized tuition paying no more than fifty (50) dollars per month. By the 2011-2012 school year, there must be a minimum of eight (8) students, but no less than one-third of the total, who are low-to moderate income as defined by the Arlington County housing guidelines and are receiving subsidized tuition and paying no more than fifty (50) dollars per month.

- e. The applicant will submit an annual report to the Zoning Administrator which includes, but is not limited to: the number of students attending the School, the number of Woodbury Park (old and new buildings) residents attending, the number of students attending on subsidized tuition, as described above, the amount of the subsidy, the progress toward securing additional long-term subsidies for tuition, and demonstrate progress toward increasing the number of subsidized low-to-moderate income residents of Woodbury Park to eight (8) by the beginning of the 2011-2012 school year. Such report shall provide the information described above for each upcoming school year and shall be provided annually on or before July 19.
- f. The applicant agrees that the preschool use permitted at the Woodbury Park Community Center at 2230 Fairfax Drive is a temporary use only that has been approved for a limited five (5) year period, and not longer. During the five (5) year period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of five (5) years, on July 31, 2017, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the purposes of live entertainment and dancing, and shall convert the space to another approved use, or fully vacate the space, on or before July 31, 2017. The applicant acknowledges and agrees that after July 31, 2017, it shall have no right to use the space for preschool purposes unless specific approval for that use is obtained from the County Board.

[Board Report #4.B.](#)

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5. SP #397 SITE PLAN AMENDMENT FOR AN OUTDOOR CAFE IN THE RIGHT-OF-WAY FOR CIRCA, LOCATED AT 3030 CLARENDON BLVD. (RPC# 18-013-011).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve a site plan amendment to SP #397 for two (2) years, five (5) months (December 31, 2014) of outdoor café seating for Circa, located at 3030 Clarendon Blvd., subject to all previously approved conditions, and an amended Condition #65; with a County Board review in two (2) years, five (5) months (December 2014).

WHEREAS, an application for a Site Plan Amendment dated June 10, 2011 for Site Plan #397, was filed with the Office of the Zoning Administrator: and

WHEREAS, as indicated in Staff Report prepared for the July 21, 2012 County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to all previous conditions with Condition 65 revised as shown below; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan

Amendment on July 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
- 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 June 10, 2011 for Site Plan #397, and as such application has been modified, revised, or amended from time to time through drawings and other documentation, and to include the revised Condition 65 as set forth below (which drawings, etc... are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment for an outdoor café in the public right-of-way until December 31, 2014, for the parcels of real property known as 3030 Clarendon Blvd. (RPC# 18-013-011), approval is granted and the parcel so described shall be used according to the Site plan as approved June 13, 2006 and amended from time to time as shown in the records of the Office of Zoning administration, and as amended by the Revised Site Plan Application, subject to all previous conditions with Condition #65 revised as follows:

65. Outdoor cafés shall be permitted in the public right-of-way or within public easements along Clarendon Boulevard, Wilson Boulevard, North Highland Street, North Garfield Street, 11th Street North and for the plaza area at the southwest corner of the intersection of Clarendon Boulevard and North Garfield Street (the "Plaza") 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. Unless otherwise specified by the Clarendon Sector Plan, in effect at the time of the issuance of the Clearing and Grading Permit, the following minimum sidewalk widths, which may not include a two foot shy zone adjacent to the buildings, shall be maintained even where outdoor cafes are established: A minimum of 8 feet of clear sidewalk width must be maintained along Wilson Boulevard, Clarendon Boulevard, and North Highland Street (with the exception of the sidewalks in front of the Underwood Building and the Old Dominion Building). A minimum of 6 feet of clear sidewalk width must be maintained along North Garfield Street and 11th Street North (with the exception of sidewalks in front of the Old Dominion Building). A minimum of 6 feet of clear sidewalk width must be maintained adjacent to the public art in the Plaza and a minimum of 6 feet of clear sidewalk width must be maintained between the building and the Plaza easement. With the exception of outdoor seating areas existing at the time of site plan approval, a minimum of 6 feet of clear sidewalk width must be maintained along the sidewalks fronting the Underwood Building and the Old Dominion Building. 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 and at any time thereafter, the Zoning Administrator may review the approval, and the

County Board may impose conditions on the operation of the outdoor café, or revoke the prior approval. The applicant further agrees that the outdoor tables and seating, and the fencing and other barriers located in the public right-of-way along the South side of Clarendon Boulevard must be completely removed from the Clarendon Boulevard frontage, and plugs shall be inserted in the barrier sleeve holes, each year during the months of December, January and February. Said plugs shall be flush with the sidewalk grade, and shall not constitute a tripping hazard.

A. The applicant agrees that the outdoor café use in the public right-of-way permitted at Circa located at 3030 Clarendon Boulevard is a temporary use only that has been approved for a limited two (2) year, five (5) month period, and not longer. During the two (2) year, five (5) month period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of two (2) year, five (5) months, on December 31, 2014, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the purposes of an outdoor café in the public right of way, and shall convert the space to another approved use, or fully vacate the space, on or before December 31, 2014. The applicant acknowledges and agrees that after December 31, 2014, it shall have no right to use the space for outdoor cafe purposes unless specific approval for that use is obtained from the County Board.

[Board Report #5](#)

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- 6. **SP #402 SITE PLAN AMENDMENT FOR A COMPREHENSIVE SIGN PLAN AMENDMENT TO ADD A PROJECTING SIGN FOR GIANT FOOD AT PENROSE SQUARE; LOCATED AT 2501 9TH ROAD SOUTH (RPC# 25-016-012).**

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve a site plan amendment to SP #402 to allow an additional projecting sign for Giant Food; located at 2501 9th Road South, subject to the conditions of the ordinance. [Clerk’s note: as set forth in the document entitled “Addendum-7-21-12-C-SP #402” attached for the public record to these minutes.]

[Board Report #6](#)

Addendum-7-21-12-C-SP #402

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USE PERMITS REQUEST/REVIEWS/AMENDMENTS

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- 8. **SP #49: U-12-1: USE PERMIT ASSOCIATED WITH A SITE PLAN FOR AN ADULT EDUCATIONAL FACILITY FOR CAPITAL ENGLISH ACADEMY; LOCATED AT 3401 COLUMBIA PIKE (RPC# 23-041-007).**

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

BE IT ORDAINED that, pursuant to application SP #49: U-12-1 on file in the Office of the Zoning Administrator for a use permit associated with a site plan for the parcel of real property located at 3401 Columbia Pike (RPC# 23-041-007), approval is granted and the parcel so described shall be

used according to the approval requested by the application subject to the proposed conditions and with a County Board review in one (1) year (July 2013).

Conditions:

1. The applicant agrees to comply with all requirements set forth in all applicable ordinances and regulations, including, by way of illustration and not limitation, those administered by the Community Code Enforcement Office, the Zoning Office and the Fire Marshal's Office, including securing the appropriate building permit prior to the issuance of a certificate of occupancy.
2. The applicant agrees that a maximum of 90 students shall occupy the educational facility at any given time. The applicant agrees to submit a copy of their class schedule, including, without limitation, enrollment by class, detailing how it will meet this requirement to the Zoning Administrator upon application for a certificate of occupancy.
3. The applicant agrees to encourage students and staff to walk, bike, and use public transportation by providing information at the educational facility and on its website regarding public transit and other alternatives to driving. The applicant agrees to submit a copy of the materials used to provide this information to the Zoning Administrator upon application for a certificate of occupancy.

[Board Report #8](#)

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9. SP #167: U-12-1 USE PERMIT ASSOCIATED WITH A SITE PLAN TO INSTALL A PUBLIC UTILITIES/TELECOMMUNICATIONS FACILITY FOR CRICKET COMMUNICATIONS; LOCATED AT 1801 CRYSTAL DRIVE (RPC# 34-020-232).

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

BE IT ORDAINED that, pursuant to application SP #167: U-12-1 on file in the Office of the Zoning Administrator for a use permit associated with a site plan for the parcel of real property located at 1801 Crystal Drive (RPC# 34-020-232), approval is granted and the parcel so described shall be used according to the approval requested by the application subject to the proposed conditions.

Conditions for Use Permit for Telecommunications Equipment, associated with Site Plan #167:

1. The applicant agrees that the telecommunications facility, consisting of three (3) new antennas and a related equipment cabinet, will be constructed as shown on the application package dated April 20, 2012 and approved by the County Board on July 21, 2012. The applicant agrees that any future installation of antennas or equipment cabinets shall be subject to review, and approval, by the Zoning Administrator.
2. The applicant shall identify a community liaison that shall be available to address any concerns regarding the facility operation. The name, telephone, and e-mail address of the liaison shall be provided to the Aurora Highlands Civic Association, the Crystal Park Condominium 1, the Crystal City Business Improvement District (BID) and the Zoning Administrator.
3. The applicant agrees that any existing non-functioning antennas on the roof of the building shall be removed at the time of installation of the proposed new antennas. The applicant further agrees that, in the future, any Cricket Communications antennas on the site shall be removed within ninety (90) days after cessation of use.

4. The applicant agrees that the proposed rooftop equipment cabinet and related utility connection equipment shall match the exterior appearance and color of the existing building as shown on the application package dated April 20, 2012 and approved by the County Board on July 21, 2012. [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-D- SP #167" attached for the public record to these minutes.]

[Board Report #9](#)

Addendum-7-21-12-D- SP #167

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10. U-2664-90-5 USE PERMIT REVIEW FOR A HALF-DAY PRESCHOOL LOCATED AT FAITH LUTHERAN CHURCH; 3313 ARLINGTON BLVD. (RPC# 19-039-067).

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

BE IT ORDAINED that, pursuant to application U-2664-90-5 on file in the Office of the Zoning Administrator for a use permit review for the parcel of real property located at Faith Lutheran Church; 3313 Arlington Blvd. (RPC# 19-039-067), approval is granted and the parcel so described shall be used according to the approval requested by the application subject to all previous conditions, with no further scheduled County Board review.

[Board Report #10](#)

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11. U-3088-04-1 USE PERMIT REVIEW FOR A YOGA STUDIO AND RETAIL SALES AT SUN AND MOON YOGA STUDIO, LOCATED AT 3811 LEE HIGHWAY (RPC# 05-051-001).

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

BE IT ORDAINED that, pursuant to application U-3088-04-1 on file in the Office of the Zoning Administrator for a use permit for yoga classes for children up to age eighteen (18), for the parcel of real property located at Sun and Moon Yoga Studio, 3811 Lee Highway (RPC# 05-051-001), approval is granted and the parcel so described shall be used according to the approval requested by the application subject to all previously approved conditions, with no further scheduled County Board review.

[Board Report #11](#)

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14. U-3301-11-1 USE PERMIT REVIEW OF A HEALTH CLUB (YOGA STUDIO) WITH A MODIFICATION TO PARKING REQUIREMENTS FOR LITTLE RIVER YOGA; LOCATED AT 6025 WILSON BLVD (RPC# 12-024-001).

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

BE IT ORDAINED that, pursuant to application U-3301-11-1 on file in the Office of the Zoning Administrator for a use permit renewal for the parcel of real property located at Little River Yoga, 6025 Wilson Blvd (RPC# 12-024-001), approval is granted and the parcel so described shall be used according to the approval requested by the application subject to the conditions of the staff report and with a three (3) year County Board review (July 2015). [Clerk's note: no conditions are listed in the staff report.]

[Board Report #14](#)

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15. U-3332-12-2 USE PERMIT AMENDMENT FOR AN OUTDOOR CAFÉ ON AN EASEMENT OF PUBLIC USE FOR WILLIAM JEFFREY'S TAVERN; LOCATED AT 2301 COLUMBIA PIKE, SUITE 100 (RPC# 25-017-098).

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

BE IT ORDAINED that, pursuant to application U-3332-12-2 on file in the Office of the Zoning Administrator for a use permit amendment for expansion of an outdoor café at William Jeffrey's Tavern for the parcel of real property located at 2301 Columbia Pike, Suite 100 (RPC# 25-017-098), approval is granted and the parcel so described shall be used according to the approval requested by the application subject to the conditions of the staff report, with a County Board review in May 2013. Conditions (pertaining to all outdoor seating at William Jeffrey's Tavern):

- ~~8.—The applicant agrees that outdoor café seating is permitted for nine months of the year along Columbia Pike, but not along S. Adams Street unless otherwise approved by the County Board. The applicant further agrees that it shall not use the outdoor seating area until a Certificate of Occupancy has been obtained for that use. The applicant agrees that outdoor café seating is permitted as set forth on the plan dated 4/17/2012 revised 4/30/2012 and entitled "Patio Plan for Columbia Pike Seating." The applicant agrees that outdoor café seating and related equipment is permitted only in accordance with the plan approved for issuance of the Certificate of Occupancy.~~
- ~~9.—The applicant agrees to submit a revised landscape plan for review and approval by the County Manager or her designee prior to the issuance of the Certificate of Occupancy for the outdoor café seating. This plan shall show the revised number and location of benches along the project frontage.~~
- ~~10.—The applicant agrees to maintain a minimum of six (6) feet of clear sidewalk width at all times along the sidewalk on Columbia Pike. The applicant further agrees that the railing associated with the café seating along Columbia Pike shall be relocated during the hours in which the café is not in use so that it is flush with the seating.~~
- ~~11.—The applicant agrees that the hours of operation for outdoor café seating shall be limited to no later than 11:30 pm Sunday through Thursday and no later than 12:30 am Thursdays, Fridays and Saturdays, and the eve before all Federal Holidays (for the purposes of this condition Federal Holidays are defined as all legal Federal Holidays as well as St. Patrick's Day, Cinco de Mayo, and Halloween).~~

- ~~12. The applicant agrees that any use of umbrellas in the outdoor seating area shall be done in a manner that does not interfere with pedestrian movement along the sidewalk.~~
- ~~13. The applicant agrees that there shall be no music or audio system sound piped outside to the outdoor seating area at any time.~~
- ~~14. The applicant agrees that all outdoor seating, including without limitation tables, chairs, and removable barriers, shall be removed from the sidewalk annually during the winter months (December, January, and February). No outdoor seating equipment shall be stored on the sidewalk. The applicant further agrees that no permanent furniture, including tables, chairs, railings or umbrellas, shall be installed as part of the outdoor seating.~~
9. The applicant agrees that outdoor café seating is permitted for nine months of the year along the restaurant's frontage along Columbia Pike and S. Adams Street. The applicant further agrees that it shall not use the outdoor seating area until a Certificate of Occupancy has been obtained for that use. The applicant agrees that outdoor café seating is permitted as set forth on the plan dated 4/17/2012 revised 4/30/2012 and entitled "Patio Plan for Columbia Pike Seating," presented for the County Board May 19, 2012; and the plans dated 4/17/2012, revised 4/30/2012, and for approval 7/3/2012 and entitled "Patio Plan" presented for the County Board July 21, 2012. The applicant agrees that outdoor café seating and related equipment is permitted only in accordance with the plan approved for issuance of the Certificate of Occupancy. [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-E- U-3332-12-2" attached for the public record to these minutes.]
10. The applicant agrees to submit a revised landscape plan for review and approval by the County Manager or her designee prior to the issuance of the Certificate of Occupancy for the outdoor café seating. This plan shall show the revised number and location of benches along the project frontage.
11. The applicant agrees to maintain a minimum of six (6) feet of clear sidewalk width at all times along the sidewalk on Columbia Pike and S. Adams Street. The applicant further agrees that the railing associated with the café seating along Columbia Pike shall be relocated during the hours in which the café is not in use so that it is flush with the seating.
12. The applicant agrees that the hours of operation for outdoor café seating shall be limited to no later than 11:30 pm Sunday through Thursday and no later than 12:30 am Thursdays, Fridays and Saturdays, and the eve before all Federal Holidays (for the purposes of this condition Federal Holidays are defined as all legal Federal Holidays as well as St. Patrick's Day, Cinco de Mayo, and Halloween).
13. The applicant agrees that any use of umbrellas in the outdoor seating area shall be done in a manner that does not interfere with pedestrian movement along the sidewalk.
14. The applicant agrees that all outdoor seating, including without limitation tables, chairs, and removable barriers, shall be removed from the sidewalk annually during the winter months (December, January, and February). No outdoor seating equipment shall be stored on the sidewalk. The applicant further agrees that no permanent furniture, including tables, chairs, railings or umbrellas, shall be installed as part of the outdoor seating.
15. The applicant agrees to submit a letter to the Zoning Administrator prior to the issuance of the Certificate of Occupancy for the outdoor seating along S. Adams Street and part of Columbia Pike from a certified engineer attesting to the structural integrity of the proposed platform for seating.
16. The applicant agrees to submit colored drawings and renderings which label the materials and colors for the temporary outdoor seating platform, for review by the County Manager for consistency with this use permit approval prior to the issuance of the Certificate of Occupancy for the outdoor seating along S. Adams Street and part of Columbia Pike. The developer further agrees to obtain the approval of the County Manager of the platform design and

treatment as being consistent with the County Board approval before the issuance of the Certificate of Occupancy for the outdoor seating along S. Adams Street and part of Columbia Pike.

17. The applicant agrees to designate and make available a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to outdoor café seating and an on-site liaison that shall be available during the hours of the business operation to receive and respond to community concerns regarding outdoor café seating. The name, telephone number, and electronic mail address (if one is established) shall be submitted to the Zoning Administrator and a copy sent to the Columbia Heights Civic Association, and the Penrose Neighborhood Association.

[Board Report #15](#)

Addendum-7-21-12-E- U-3332-12-2

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16. **U-3340-12-1 USE PERMIT TO ALLOW A 50' TELECOMMUNICATIONS POLE WITH ACCOMPANYING EQUIPMENT SHELTER AND A MODIFICATION TO SETBACKS FOR THE TELECOMMUNICATIONS POLE AND EQUIPMENT SHELTER FOR NEW CINGULAR WIRELESS D/B/A AT&T MOBILITY; LOCATED NEAR JEFFERSON DAVIS HIGHWAY AND WASHINGTON BOULEVARD (RPC# 34-036-001, PARCEL 3).**

On the consent agenda vote, after a duly advertised public hearing, the Board deferred the subject use permit request to the September 15, 2012 County Board meeting.

[Board Report #16](#)

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17. **U-3341-12-1 USE PERMIT NORTHEAST STARS MONTESSORI FOR A NURSERY SCHOOL REGULATED BY CHAPTER 52 OF THE ARLINGTON COUNTY CODE; LOCATED AT 1601 13TH ROAD S. (RPC# 33-009-001).**

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

BE IT ORDAINED that, pursuant to application U-3341-12-1 on file in the Office of the Zoning Administrator for a use permit for the parcel of real property located at 1601 13th Road S. (RPC# 33-009-001), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to the conditions of the staff report, with a County Board review in one (1) year (July 2013).

Conditions:

1. The applicant agrees that the hours of operation will be weekdays from 8:00 a.m. to 6:00 p.m. with a maximum capacity of 26 children. Up to ten (10) of the 26 children may be age thirty (30) months or younger, provided that the Zoning Administrator may permit, through administrative change, greater than ten (10) children of this age group if it is determined that sufficient parking exists on site for day care employees. Provided, however, that the Child Care Office may determine the final number of children that can be served in the program following the required renovations and improvements to the site. This number may be

modified based on appropriate space ratios. The applicant agrees not to enroll more than 26 children, or such lesser number as the Child Care Office has determined can be accommodated and as evidenced by the certificate of occupancy.

2. The applicant agrees to meet all requirements of the Child Care Ordinance, Community Code Enforcement Office, Environmental Health Bureau and the Fire Marshal's Office, including securing the appropriate assembly permit prior to the issuance of a Certificate of Occupancy.
3. The applicant agrees that the outdoor play area used by children of the subject day care shall be located at Carver Park or otherwise on the grounds of the Hoffman-Boston School and shall comply with Section 52 of the Arlington County Code. The applicant further agrees that all outdoor play shall be planned at scheduled intervals acceptable to the Child Care Office to minimize potential neighborhood impacts. The applicant agrees to obtain the approval of the County Manager or her designee of a plan for such play prior to the issuance of any certificate of occupancy for the child care use on the site if she finds that the plan does not conflict with other uses in the neighborhood or other users of Carver Park, and if it is determined by the Child Care Office that appropriate staff is allocated to escort and supervise children.
4. The applicant agrees to prepare a pick-up and drop-off plan delineating approximately 150' of curbside frontage along Pierce Street for such activities, and will obtain County Manager or her designee's approval of such plan, as not having an undue adverse impact on traffic flow in the area, on traffic safety, or on the children's safety, prior to the issuance of any Certificate of Occupancy for a child care center on the site. The plan shall require employees to escort children from the pick-up/drop-off location to the building. Hours of pick-up and drop off will be between 8:00 and 8:30 am, and between 2:45 and 3:00 pm. The applicant agrees to implement the approved plan and, prior to the first day of operation of the day care, submit written documentation to the Zoning Administrator that a letter has been distributed to the parents of the children in care explaining the procedures for dropping off and picking up children in accordance with the plan.
5. The applicant agrees to prepare a plan delineating the location of the on-site parking that would accommodate staff associated with the proposed child care center, and obtain the County Manager or her designee's approval for such plan prior to the issuance of a Certificate of Occupancy for the child care center. The applicant further agrees to provide, prior to the issuance of the Certificate of Occupancy for the child care center, documentation that the Mt. Olive Baptist Church complies with parking requirements per ACZO Section 33. The applicant further agrees that they may remain at this location only so long as the Mt. Olive Baptist Church maintains parking off-site in a manner permitted by ACZO Section 33.
6. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to this child care center. The name and telephone number of the liaison shall be submitted by the applicant to the Zoning Administrator, as well as to the Arlington View Civic Association and the Hoffman-Boston Elementary School, prior to the issuance of the Certificate of Occupancy for a child care center on the site.

[Board Report #17](#)

[Board Report #17-Supplemental Report](#)

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MAGGIE’S HOUSE; LOCATED AT 3232 13TH STREET SOUTH (RPC# 32-017-025).

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

BE IT ORDAINED that, pursuant to application U-3342-12-1 on file in the Office of the Zoning Administrator for a use permit for a family day care home for up to nine (9) children for the parcel of real property located at 3232 13th Street South (RPC# 32-017-025), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to the conditions of the staff report, and with a County Board review in one (1) year (July 2013).

Conditions:

1. The applicant agrees to comply, throughout the life of the use permit, with all requirements of the Child Care Office, the Community Code Enforcement Office, the Environmental Health Bureau, and the Fire Marshal's Office, including the installation of smoke detection devices.
2. The applicant agrees to limit the number of children in care to nine (9) children.
3. The applicant agrees that the hours of operation of the family day care home shall occur only between 7:30 a.m. and 5:30 p.m., Mondays through Fridays.

[Board Report #18](#)

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VACATIONS, EASEMENTS, RIGHTS OF WAY, ENCROACHMENTS & LEASES

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19. **AN ORDINANCE TO VACATE A PORTION OF 20TH STREET NORTH RUNNING IN A WESTERLY DIRECTION FROM, AND ABUTTING THE NORTHEAST CORNER OF LOT 21, HARRISON’S ADDITION TO DOMINION HEIGHTS, 1905 N. LINCOLN STREET, ARLINGTON, VIRGINIA, RPC NO. 06-031-044, WITH CONDITIONS.**

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

1. Enacted the Ordinance to Vacate a portion of 20th Street North running in a westerly direction from, and abutting the northeast corner of Lot 21, Harrison's Addition to Dominion Heights, 1905 N. Lincoln Street, Arlington, Virginia, RPC #06-031-044, with conditions.
2. Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute, on behalf of the County Board, the Deed of Vacation, and all other documents necessary to effectuate the Ordinance of Vacation, subject to approval as to form by the County Attorney.

AN ORDINANCE TO VACATE A PORTION OF 20TH STREET NORTH RUNNING IN A WESTERLY DIRECTION FROM, AND ABUTTING THE NORTHEAST CORNER OF LOT 21, HARRISON'S ADDITION TO DOMINION HEIGHTS, 1905 N. LINCOLN STREET, ARLINGTON, VIRGINIA, RPC NO. 06-031-044, WITH CONDITIONS.

BE IT ORDAINED that, pursuant to a request by Joan Lizbeth Masburn (“Owner/Applicant”), on file with the Department of Environmental Services, a portion of 20th Street North running in a westerly direction from, and abutting the northeast corner of Lot 21,

Harrison's Addition to Dominion Heights, 1905 N. Lincoln Street, Arlington, Virginia, RPC No. 06-031-044 ("Property"), and created by a Deed of Dedication, dated April 18, 1913, and recorded in Deed Book 137 at Page 263 among the land records of Arlington County, Virginia ("20th Street North"), and which portion of 20th Street North is shown on a plat entitled, "Plat Showing Vacation of a Portion of 20th Street North and Area Dedicated for Public Street and Utilities Purposes and Easement for Public Sidewalk, Utilities and Drainage Purposes on Lot 21 Harrison's Addition to Dominion Heights D.B. 137, Pg. 263 Arlington County, Virginia," dated April 24, 2012, prepared by the Arlington, Virginia Department of Environmental Services Engineering Bureau – Survey Section ("Plat"), attached to the County Manager's Report dated July 1, 2012, as Exhibit A, and designated on the Plat as "Portion of 20th Street North Hereby Vacated Area = 661 SQ. FT.," is hereby vacated subject to the following conditions: [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-F- 20th Street N. Vacation" attached for the public record to these minutes.]

1. Prior to the recordation of a Deed of Vacation for the vacated portion of 20th Street North, the Owner/Applicant shall dedicate, grant and convey to the County, by general warranty deed, approved as to form by the County Attorney, the following:
 - a. A portion of the Property depicted on the Plat as "Area Hereby Dedicated for Public Street and Utilities Purposes Area = 1,055 Sq. Ft."; and
 - b. A portion of the Property depicted on the Plat as "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area = 448 Sq. Ft."
2. The County staff shall prepare the Deed of Vacation, all required plats, and all required deed of easement, subject to approval thereof by the County Manager, or her designee, and approval of the deed(s) as to form by the County Attorney. The Real Estate Bureau Chief is authorized to accept, on behalf of the County Board, the general warranty deed and deed of easement, subject to approval thereof as to form by the County Attorney.
3. The County will record all plats, the Deed of Vacation, and general warranty deed and deed of easement required by this Ordinance of Vacation.
4. The County will pay all fees for recording of the required Deed of Vacation, deed of easement, all required plats and documents associated with this Ordinance of Vacation.
5. All conditions of this Ordinance of Vacation shall be met by June 16, 2015, or this Ordinance of Vacation shall become null and void, without the necessity of any further action by the County Board.

[Board Report #19](#)

Addendum-7-21-12-F- 20th Street N. Vacation

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20. **AN ORDINANCE TO VACATE AN EASEMENT FOR CONSTRUCTION MAINTENANCE PURPOSES RUNNING FOR A DISTANCE OF 156.15 FEET, MORE OR LESS, IN A WESTERLY DIRECTION FROM THE NORTHWEST CORNER OF THE INTERSECTION OF COLUMBIA PIKE AND SOUTH GREENBRIER STREET ALONG AND ABUTTING THE SOUTHERN BOUNDARY OF PARCELS 1 AND 2, RESUBDIVISION PART LOT 9A AND RESUBDIVISION LOT 9, GEORGE KLEIN ESTATE, RPC NOS. 22011054 AND 22011056, WITH CONDITIONS.**

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

1. Enacted the Ordinance to Vacate an Easement for Construction Maintenance Purposes Running for a Distance of 156.15 Feet, More or Less, in a Westerly Direction from the Northwest Corner of the Intersection of Columbia Pike and South Greenbrier Street Along and Abutting the Southern Boundary of Parcels 1 and 2, Resubdivision Part Lot 9A and Resubdivision Lot 9, George Klein Estate, RPC Nos. 22011054 and 22011056, with Conditions.
2. Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute, on behalf of the County Board, the Deed of Vacation, and all other documents necessary to effectuate the Ordinance of Vacation, subject to approval as to form by the County Attorney.

AN ORDINANCE TO VACATE AN EASEMENT FOR CONSTRUCTION MAINTENANCE PURPOSES, RUNNING FOR A DISTANCE OF 156.15 FEET, MORE OR LESS, IN A WESTERLY DIRECTION FROM THE NORTHWEST CORNER OF THE INTERSECTION OF COLUMBIA PIKE AND SOUTH GREENBRIER STREET ALONG AND ABUTTING THE SOUTHERN BOUNDARY OF PARCELS 1 AND 2, RESUBDIVISION PART LOT 9A AND RESUBDIVISION LOT 9, GEORGE KLEIN ESTATE, RPC NOS. 22011054 AND 22011056, WITH CONDITIONS.

BE IT ORDAINED that, pursuant to a request by AHC Limited Partnership – 6 and NOVA Petroleum Realty LLC, Owner(s), and AHC Inc., Applicant (collectively, "Owner(s)/Applicant(s)"), on file with the Department of Environmental Services, an Easement for Construction Maintenance Purposes ("Easement"), running for a distance of 156.15 feet, more or less, in a westerly direction from the northwest corner of the intersection of Columbia Pike and South Greenbrier Street along and abutting the southern boundary of Parcels 1 and 2, Resubdivision Part Lot 9A and Resubdivision Lot 9, George Klein Estate, RPC Nos. 22011054 and 22011056, ("Property"), and created by a by a deed recorded among the Land Records of Arlington County, Virginia ("Land Records") in Deed Book 971, Page 179 and conveyed to the County by Quitclaim Deed recorded among the Land Records at Deed Book 4399, Page 2015 as part of the Columbia Pike conveyance and which Easement is shown on a plat entitled "Plat Showing Vacation of Construction Maintenance Easement Through Parcels 1 and 2 Resubdivision Part Lot 9A and Resubdivision Lot 9 George Klein Estate Deed Book 1324 Page 16 Arlington County, Virginia," prepared by VIKA Incorporated and dated April 24, 2012, revised May 9, 2012 ("Plat") and labeled "Approximate Location of Construction Maintenance Easement DB 971 PG 179 DB 4399 PG 2015 (Hereby Vacated) (1683SF)", attached to the County Manager's Report dated July 1, 2012, as Exhibit A, is hereby vacated subject to the following conditions: [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-G- Construction Maintenance Vacation" attached for the public record to these minutes.]

1. The Owner(s)/Applicant(s) shall prepare and submit to the County for review and approval, the Deed(s) of Vacation, and all required plats, subject to the approval thereof by the County Manager, or her designee, and approval of the deed(s) as to form by the County Attorney.
2. The Owner(s)/Applicant(s) shall pay all fees, including the fees for plat review, approval and recordation of the Deed(s) of Vacation associated with the Ordinance of Vacation.
3. The Owner(s)/Applicant(s) shall record the Deed(s) of Vacation and all plats, subject to the approval of the County Manager, or her designee, and approval as to form by the County Attorney.
4. The Deed of Vacation shall contain a covenant by the Owner(s)/Applicant(s), for themselves, and on behalf of their successors in title and interest, that, upon a request by the County, the Owner(s)/Applicant(s), and/or their successors in title and interest, shall grant and convey to the County, by fully executed deed, approved as to form by the County Attorney, a temporary construction easement for construction of streetscape improvements along the Columbia Pike frontage of the Property.
5. The Deed of Vacation shall also include a covenant by Owner(s)/Applicant(s), for themselves, and on behalf of their successors in title and interest, that upon a request by the County, and

upon mutual agreement as to the dimensions and location among the County, AHC Inc. and AHC Limited Partnership – 6, the AHC Inc. and AHC Limited Partnership – 6, and/or their successors in title and interest, shall: 1) grant and convey to the County, at no cost to the County, by Deed of Easement acceptable to the County Manager, or her designee, a permanent easement for the installation, maintenance, replacement repair, location, relocation and removal of a streetcar transformer vault and a street car transformer (which Easement shall be of a size sufficient to accommodate an underground vault and transformer consisting of approximately 30,000 cubic feet, e.g., 20 feet by 100 feet by 15 feet high) over, under, in and upon the Harvey Hall property (RPC #22-011-054) (“Property”), located on the Property near the northwest corner of the intersection of an alley (which will be constructed as part of the project that is the subject of a Columbia Pike and South Greenbrier Street FBC Proposal Administrative Approval granted by the Zoning Administrator on March 9, 2012) and South Greenbrier Street; and 2) make reasonable efforts to obtain, at no cost to the Owner(s)/Applicant(s), all necessary lender approval(s) and subordination(s) for such permanent easement.

- 6. The Owner(s)/Applicant(s) shall record a copy of this Ordinance of Vacation among the Land Records.
- 7. All conditions of this Ordinance of Vacation shall be met by noon on January 21, 2015, or this Ordinance of Vacation shall become null and void, without the necessity of any further action by the County Board.

[Board Report #20](#)

Addendum-7-21-12-G- Construction Maintenance Vacation

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21. APPROVAL AND ACCEPTANCE OF DEEDS OF EASEMENT FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES FOR A DEPARTMENT OF ENVIRONMENTAL SERVICES STREET IMPROVEMENT PROJECT ON PROPERTIES ALONG A PORTION OF NORTH QUEBEC STREET, LOCATED ON 21ST STREET NORTH (RPC# 06-019-001) AND AT 4042 LEE HIGHWAY (RPC# 06-019-002), BOTH IN ARLINGTON COUNTY, VIRGINIA.

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

- 1. Approved the attached two Deeds of Easement for Public Sidewalk Utilities and Drainage Purposes on a property on 21st Street North (RPC# 06-019-001) and on a property at 4042 Lee Highway (RPC# 06-019-002), both in Arlington County, Virginia (“Properties”). [Clerk’s note: as set forth in the document entitled “Addendum-7-21-12-H- 21st Street North Easement” attached for the public record to these minutes.]
- 2. Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept, on behalf of the County Board, the attached Deeds of Easement, subject to approval as to form by the County Attorney.

[Board Report #21](#)

Addendum-7-21-12-H- 21st Street North Easement

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22. ENACTMENT OF AN ORDINANCE TO PERMIT THE ENCROACHMENTS OF PORTIONS OF PROPOSED BUILDING ADDITIONS OVER, UPON, OR WITHIN A SURFACE EASEMENT FOR PUBLIC STREET AND UTILITIES PURPOSES, LOCATED ON THE WEST SIDE OF CRYSTAL DRIVE, NORTH OF THE INTERSECTION OF CRYSTAL DRIVE AND 14TH STREET SOUTH, ON LOT 2, JEFFERSON PLAZA, RPC #34-024-340, WITH CONDITIONS.

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

1. Enacted the attached Ordinance to Permit the Encroachments of portions of proposed building additions over, upon, or within a Surface Easement for Public Street and Utilities Purposes, located on the west side of Crystal Drive, north of the intersection of Crystal Drive and 14th Street South, on Lot 2, Jefferson Plaza, RPC #34-024-340, with conditions.
2. Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute, on behalf of the County Board, all documents necessary to effectuate the Ordinance, subject to approval as to form by the County Attorney.

ORDINANCE TO PERMIT THE ENCROACHMENT OF PORTIONS OF PROPOSED BUILDING ADDITIONS OVER, UPON, OR WITHIN A SURFACE EASEMENT FOR PUBLIC STREET AND UTILITIES PURPOSES, LOCATED ON THE WEST SIDE OF CRYSTAL DRIVE, NORTH OF THE INTERSECTION OF CRYSTAL DRIVE AND 14TH STREET SOUTH, ON LOT 2, JEFFERSON PLAZA, RPC #34-024-340, WITH CONDITIONS.

BE IT ORDAINED by the County Board of Arlington County, Virginia, that the Applicant, ML Jefferson, LLC c/o Lowe Enterprises Real Estate Group ("Applicant"), as developer of the project on Lot 2, Jefferson Plaza, Site Plan #51, is permitted to construct portions of a proposed stairway and ADA-compliant access ramp from the proposed new sidewalk to the main building lobby, portions of new landscaping areas, and portions of new retaining walls within an existing County surface easement for public street and utilities purposes, which easement is recorded among the land records of the Circuit Court of Arlington County, Virginia, in Deed Book 1668, at Page 346. The dimensions (i.e., length, width and depth elevations) and spatial locations of each of the permitted encroachments are depicted in Attachment 2 attached to the County Manager's Report dated June 26, 2012, entitled "Exhibit Showing Encroachment Area Within a Surface Easement for Public Street Purposes and Utilities Purposes on Lot 2, Jefferson Plaza, Deed Book 2860, Page 1343, Arlington County, Virginia", prepared by VIKA, dated February 9, 2012, revised June 13, 2012 ("Plat") and Attachment 4_ attached to the County Manager's Report dated June 26, 2012, entitled "Exhibit Showing Proposed Conditions to Lot 2, Jefferson Plaza, Deed Book 2860, Page 1343, Arlington County Virginia", prepared by VIKA, dated February 9, 2012, revised June 13, 2012. The proposed stairway and ADA-compliant access ramp from the proposed new sidewalk to the main building lobby, portions of new landscaping areas, and portions of new retaining walls are only permitted to serve a building authorized by Site Plan #51, as amended. No other structures are permitted to be installed or constructed by Applicant, or to exist within the County property shown on the Plat. [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-I- Crystal Drive Encroachments" attached for the public record to these minutes.]

BE IT FURTHER ORDAINED that this permission for the encroachments shall continue until such time as that portion of the proposed stairway and ADA-compliant access ramp from the proposed new sidewalk to the main building lobby, portions of new landscaping areas, and portions of new retaining walls are destroyed, removed, no longer in use, or not continuously and promptly maintained by the Applicant. Nothing in this Ordinance shall be construed either: to allow the installation by Applicant of any above or below ground structure, other than the proposed stairway and ADA-compliant access ramp from the proposed new sidewalk to the main building lobby, portions of new landscaping areas, and portions of new retaining walls, within the area as shown on the Plat; or to allow any greater encroachment beyond the dimensions and spatial areas shown on the Plat.

BE IT FURTHER ORDAINED that the Applicant, its successors and assigns, shall continuously and promptly maintain the proposed stairway and ADA-compliant access ramp from the proposed new

sidewalk to the main building lobby, portions of new landscaping areas, and portions of new retaining walls, and maintain, restore, repair, and replace all County owned facilities, within and adjacent to the public right-of-way, including any sidewalk, curb and gutter, and paved surface, which are damaged by the installation, maintenance, destruction, continued existence, repair or removal of the proposed stairway and ADA-compliant access ramp from the proposed new sidewalk to the main building lobby, portions of new landscaping areas, and portions of new retaining walls.

BE IT FURTHER ORDAINED that this Ordinance shall not be construed to release the Applicant, its successors and assigns, of negligence on their part on account of such encroachments, and the Applicant, by constructing, or causing to be constructed and by continuing to have the proposed stairway and ADA-compliant access ramp from the proposed new sidewalk to the main building lobby, portions of new landscaping areas, and portions of new retaining walls within the dedicated public right-of-way, thereby agrees for itself, its successors 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 out of the construction, maintenance, repair and removal of the proposed stairway and ADA-compliant access ramp from the proposed new sidewalk to the main building lobby, portions of new landscaping areas, and portions of new retaining walls, and the permission for such encroachments, to encroach within the public right-of-way permitted by this Ordinance.

BE IT FURTHER ORDAINED that on or before July 21, 2015, the Applicant, at its sole expense, shall cause a certified copy of this Ordinance and the Plat, approved by the Director of the Department of Environmental Services or his designee, to be recorded in the land records of the Arlington County Circuit Court and evidence thereof shall be promptly delivered by the Applicant to the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services.

[Board Report #22](#)

Addendum-7-21-12-I- Crystal Drive Encroachments

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23. APPROVAL OF A FIRST AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, AS LANDLORD, AND ARLINGTON ARTS CENTER, AS TENANT, FOR A PORTION OF A PARCEL OF LAND AND IMPROVEMENTS, LOCATED AT 3550 WILSON BOULEVARD (RPC # 19-016-004).

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

1. Approved the attached First Amendment to the Amended and Restated Lease Agreement between The County Board of Arlington County, Virginia, as Landlord, and Arlington Arts Center, as Tenant, for a portion of a parcel of land and improvements located at 3550 Wilson Boulevard, ("Leased Premises"); [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-J- Arlington Arts Center Lease" attached for the public record to these minutes.] and,
2. Authorize the Real Estate Bureau Chief, or his designee, to execute on behalf of the County Board of Arlington County, Virginia, the First Amendment to Amended and Restated Lease Agreement, subject to approval as to form by the County Attorney.

[Board Report #23](#)

Addendum-7-21-12-J- Arlington Arts Center Lease

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24. APPROVAL OF A SECOND AMENDMENT TO ROSSLYN THEATER LEASE BETWEEN THE COUNTY BOARD, AS TENANT, AND PARIS ASSOCIATES LIMITED PARTNERSHIP, AS LANDLORD, FOR THE LEASE OF 7,480 SQUARE FEET OF SPACE IN THE BUILDING LOCATED AT 1601 N. KENT STREET, RPC # 16-039-033.

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

1. Approved the Second Amendment to Rosslyn Theater Lease for the lease of space by the County Board of Arlington County, Virginia from Paris Associates Limited Partnership in the Building located at 1601 N. Kent Street, Arlington, Virginia; [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-K-Rosslyn Theater Lease" attached for the public record to these minutes.] and
2. Authorized the County Manager, or her designee, to execute, on behalf of the County Board, the above referenced Amendment, and all related documents, including any future subordination, non-disturbance and attornment [sic] or tenant estoppels documents, all subject to approval as to form by the County Attorney.

[Board Report #24](#)

Addendum-7-21-12-K-Rosslyn Theater Lease

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25. HENRY WRIGHT PARK

- A. Consent to and authorize the resubdivision of the County Board Owned Parcel Known as Parcel A, Buckingham Commons Village 1, Arlington County, Virginia, and the Dedication of Portions of the Resubdivided Property for: i) Public Park Purposes; and ii) Public Street and Utility Purposes (RPC No. 20-024-240);
- B. Approval of a deed of covenants to maintain public park and license agreement between Buckingham Commons II Associates, LLC, Buckingham Parcel D Associates, LLC, Buckingham MI Apartments, LP and Buckingham Market Apartments, LLC, all as Grantors and Licensees, and the County Board of Arlington County, Virginia, as Grantee and Licensor, regarding Henry Wright Park, known as Parcels A1 and A2, Buckingham Commons Village 1, Arlington, Virginia (RPC Nos. 20-024-240, 20-024-242, 20-024-243, 20-024-245, 20-024-246).

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

1. Consented to and Authorized the Resubdivision of the County Board Owned Parcel Known as Parcel A, Buckingham Commons Village 1, Arlington County, Virginia ("Property"), and the Dedication of Portions of the Resubdivided Property for: i) Public Park Purposes; and ii) Public Street and Utility Purposes (RPC No. 20-024-240);
2. Approved the attached Deed of Covenants to Maintain Public Park and License Agreement between Buckingham Commons II Associates, LLC, Buckingham Parcel D Associates, LLC, Buckingham MI Apartments, LP and Buckingham Market Apartments, LLC, all as Grantors and Licensees, and the County Board of Arlington County, Virginia, as Grantee and Licensor, regarding Henry Wright Park known as Parcels A1 and A2, Buckingham Commons Village 1, Arlington, Virginia (RPC Nos. 20-024-240, 20-024-242, 20-024-243, 20-024-245, 20-024-246); [Clerk's note: as set forth in the

document entitled "Addendum-7-21-12-L-Henry Wright Park" attached for the public record to these minutes.]

- 3. Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to: i) execute the Deed of Resubdivision and Dedication and all other documents necessary for the County to resubdivide the Property and dedicate portions of the Property for public park purposes and public street and utility purposes; ii) accept the Deed of Covenants to Maintain Public Park and License Agreement (hereinafter, collectively the "Deeds"), provided that the Grantors have first delivered to the Real Estate Bureau Chief, a Partial Release of Deed of Temporary Construction Easement, acceptable to the Real Estate Bureau Chief, releasing the portion of the Resubdivided Property dedicated to Public Park Purposes from the Deed of Temporary Construction Easement; iii) execute all related documents to i) and ii) above, subject to execution of the Deed of Covenants by the Grantor/Licensee, and approval as to form by the County Attorney of all Deeds.

[Board Report #25](#)

Addendum-7-21-12-L-Henry Wright Park

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26. APPROVAL OF A MOBILE CRANE LICENSE AGREEMENT BETWEEN THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, AS LICENSOR, AND ARLINGTON MILL LIMITED PARTNERSHIP, AS LICENSEE, FOR TEMPORARY USE OF A PORTION OF PARCEL B, ARLINGTON MILL, RPC NO. 22-001-725.

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

- 1. Approved the attached Mobile Crane License Agreement ("License Agreement") between the County Board of Arlington County, Virginia, as Licensor, and Arlington Mill Limited Partnership, as Licensee, for Temporary Use of a Portion of Parcel B, Arlington Mill, RPC No. 22-001-725; [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-M-Mobile Crane License Agreement" attached for the public record to these minutes.]
- 2. Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute the Agreement and any related documents, on behalf of the County Board, subject to approval as to form by the County Attorney.

[Board Report #26](#)

Addendum-7-21-12-M-Mobile Crane License Agreement

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27. THIS ITEM HAS BEEN REMOVED.

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CAPITAL PROJECTS

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28. AWARD OF CONTRACT FOR THE PENTAGON CITY ELEVATOR ARCHITECTURAL AND ENGINEERING SERVICES CONTRACT FOR TASKS ASSOCIATED WITH COMPLETION OF PRELIMINARY ENGINEERING, CONTRACT NO. 634-12.

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

1. Approved the award of the Pentagon City Elevator Architectural and Engineering Services Contract for Preliminary Engineering to STV Incorporated for \$358,359.00.
2. Authorized the Purchasing Agent to execute the contract documents subject to the approval by the County Attorney.

[Board Report #28](#)

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29. AWARD OF CONTRACT TO ARTHUR CONSTRUCTION COMPANY, INC. FOR STORM DRAIN IMPROVEMENTS AT JOHN MARSHALL DRIVE AND LEE HIGHWAY INTERSECTION, INVITATION TO BID NUMBER 727-12.

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

1. Approved the award of Contract No. 727-12 to Arthur Construction Company, Inc. for the construction of storm drain improvements at John Marshall Drive and Lee Highway Intersection in Arlington, Virginia, in the amount of \$749,990.00, and authorize an allocation of \$112,500 as a contingency for change orders and increased quantities, and \$37,510 for stipulated price items, for a total contract authorization of \$900,000.
2. Authorized the Purchasing Agent to execute the contract documents, subject to review by the County Attorney.

[Board Report #29](#)

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30. AWARD OF CONTRACT TO MARTIN & GASS INC. FOR THE CONSTRUCTION OF THE WILLIAMSBURG BOULEVARD WATER SUPPLY MAIN PHASE II PROJECT, INVITATION TO BID NO. 733-12.

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

1. Approved the award of Contract No. 733-12 to Martin & Gass Inc., for the construction of the Williamsburg Boulevard Water Supply Main – Phase II project in an amount of \$4,846,356.00 and authorize an allocation of \$484,635.00 as a contingency for change orders and increased quantities, and \$242,317.00 in stipulated price items, for a total authorization of \$5,573,308.00.
2. Authorized the Purchasing Agent to execute the contract documents, subject to review by the County Attorney.

[Board Report #30](#)

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APPROPRIATIONS, GRANT APPLICATIONS & OTHER CONTRACTS

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- 32. ACCEPTANCE OF AND THE ALLOCATION OF \$1 MILLION FROM THE GOVERNOR'S OPPORTUNITY FUND (GOF) OF THE COMMONWEALTH OF VIRGINIA TO BE TRANSFERRED TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY, VIRGINIA (THE AUTHORITY) AND THEN TO DRS TECHNOLOGIES (DRS) SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT AMONG ARLINGTON COUNTY, THE AUTHORITY, AND DRS.**

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

1. Authorized the County Manager to sign the attached Agreement on behalf of the Arlington County Board among Arlington County, the Authority, and DRS that outlines the disbursement and management terms and conditions of this Governor's Opportunity Fund grant. [Clerk's note: as set forth in the document entitled "Addendum-7-21-12-N- Governor's Opportunity Fund grant" attached for the public record to these minutes.]
2. Authorized the acceptance of \$1 million from the GOF that will eventually be transferred to the Authority and to DRS, subject to the terms and conditions of the Agreement among Arlington County, the Authority and DRS.
3. Allocated the \$1 million received from the GOF for inducing said company to locate in Arlington, sign a 7-year lease at 2345 Crystal Drive and employ a significant number of persons creating new jobs and investment in Arlington, subject to the terms and conditions of the Agreement among Arlington County, the Authority, and DRS.

Board Report #32

Addendum-7-21-12-N- Governor's Opportunity Fund grant

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- 34. REALLOCATION OF \$37,500 IN FISCAL YEAR (FY) 2013 AFFORDABLE HOUSING INVESTMENT FUND (AHIF) HOUSING SERVICES FUNDS AND \$20,913 IN FY 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR NONPROFIT PARTNERS PROVIDING HOUSING SERVICES.**

On the consent agenda vote, after a duly advertised public hearing, the Board reallocated \$37,500 in FY 2013 AHIF Housing Services funds and \$20,913 in FY 2013 CDBG funds.

Board Report #34

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- 35. ACCEPTANCE AND APPROPRIATION OF A CHILDREN'S ADVOCACY CENTERS OF VIRGINIA GRANT**

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

1. Authorized the County Manager or her designee to accept \$10,000 in FY 2013 grant funds from the Children's Advocacy Centers of Virginia on behalf of the County Board.
2. Appropriated \$10,000 in Children's Advocacy Centers of Virginia funds (101.350970) to the Department of Human Services (101.56305) for Arlington's Child Advocacy Center.

[Board Report #35](#)

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36. ACCEPTANCE AND APPROPRIATION OF A VIRGINIA DEPARTMENT OF HEALTH (VDH) GRANT

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

1. Authorized the Arlington County Manager or her designee to execute a grant agreement to accept funds from the Virginia Department of Health for FY 2013.
2. Appropriated \$3,000 in Virginia Department of Health Grant funds (101.364101) to the Department of Human Services (101.55410) in FY 2013 for Tobacco Control activities conducted by the Arlington County Public Health Division.

[Board Report #36](#)

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37. ASSIGNMENT OF SECOND CHANCE INTELLECTUAL PROPERTY RIGHTS

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

1. Approved an agreement for the transfer and assignment of intellectual property rights in the Second Chance program curriculum to the Arlington Partnership for Children, Youth and Families Foundation, in the form attached hereto as Attachment 1, and authorized the County Manager or her designee to sign the agreement attached hereto as Attachment 1.
2. Approved an agreement for the transfer and assignment of all future intellectual property rights arising out of County employee or County Contractor's work for the Arlington Partnership for Children, Youth and Families Foundation, in the form attached hereto as Attachment 2, and authorized the County Manager or her designee to sign the agreement attached hereto as Attachment 2.

[Clerk's note: as set forth in the document entitled "Addendum-7-21-12-O- Second Chance" attached for the public record to these minutes.]

[Board Report #37](#)

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38. ACCEPTANCE AND APPROPRIATION OF A VIRGINIA FOUNDATION FOR HEALTHY YOUTH GRANT

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

1. Authorized the County Manager or her designee to execute a grant agreement to accept \$74,032 in grant funds from the Virginia Foundation for Healthy Youth for FY 2013 and FY 2014.
2. Appropriated \$37,407 in Virginia Foundation for Healthy Youth Grant funds (101.350908) to the Department of Parks and Recreation (101.88610) in FY 2013 for preventing and fighting childhood obesity by strengthening an existing community coalition and by addressing both community food access and physical activity for preschool and school age children.

[Board Report #38](#)

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REQUESTS TO ADVERTISE

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40. REQUEST TO ADVERTISE AMENDMENTS TO CHAPTERS 6, 21, 35, AND 46 OF THE ARLINGTON COUNTY CODE.

On the consent agenda vote, after a duly advertised public hearing, the Board authorized the advertisement of the proposed amendments to Chapters 6, 21, 35, and 46 of the Arlington County Code. [Clerk’s note: as set forth in the document entitled “Addendum-7-21-12-P- Code RTA” attached for the public record to these minutes.]

[Board Report #40](#)

Addendum-7-21-12-P- Code RTA

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41. THIS ITEM HAS BEEN REMOVED.

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OTHER

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43. REVIEW AND APPROVE A NEW TOTAL COMPENSATION PHILOSOPHY THAT INCORPORATES PAY, BENEFITS, RETIREMENT, AND REWARD PRINCIPLES, AND

ENCOURAGES LEARNING OPPORTUNITIES, A WORK-LIFE BALANCE AND A POSITIVE WORK ENVIRONMENT.

On the consent agenda vote, after a duly advertised public hearing, the Board approved the Total Compensation Philosophy:

As an Employer of Choice, Arlington County recognizes our employees are the foundation of our success. This philosophy provides a broad framework to assist the County in making decisions that impact Arlington County Government total compensation. We strive to offer a meaningful, well-rounded total compensation package that:

- Enables Arlington County to recruit, retain, reward and motivate a high caliber, diverse workforce.
- Provides employees with fair, competitive pay, benefits and retirement options.
- Maintains a highly valued benefits package where the costs of benefits are shared between the County and the employee.

TOTAL COMPENSATION PRINCIPLES

- A. Provide salaries that are competitive in our target market. Our target market consists of those jurisdictions and organizations of similar size and structure that would be our competitors for employees and will include at a minimum Alexandria, Fairfax and Prince William
- B. Provide employees with leave and/or disability benefits that assist in replacing a portion of income lost in order to care for themselves during qualifying periods of illness or absence
- C. Provide a retirement program that offers defined benefit and defined contribution (including deferred compensation) options that will assist employees in achieving their individual retirement goals and targets replacement of 65% of income after a 30-year career
- D. Provide affordable healthcare that offers employees the ability to choose the option that best fits their needs
- E. Encourage, support and reward employees at all levels of the organization by offering learning opportunities to promote professional growth and development
- F. Enhance work-life balance through offerings such as: alternative work schedules, employee wellness programs and ancillary benefit programs like walk/bike to work, reduced County recreation fees and transit subsidies
- G. Foster a positive work environment that is meaningful, stimulating and encourages employee innovation and creativity

The total compensation package will be administered in a fiscally responsible manner, taking into consideration the County's financial resources each year. Nothing in this statement should be construed as a required benefit.

The Human Resources Department will develop and publish operational policies to ensure the total compensation package is in compliance with these principles and supports our status as an Employer of Choice. Reports will be available annually.

[Board Report #43](#)

[Board Report #43-Supplemental Report](#)

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44. MINUTES

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

June 16, 2012 Regular Meeting

June 19, 2012 Recessed Meeting

[Item #44 - Minutes for June 16, 2012 Regular Meeting](#)

[Item #44-Minutes for the June 19, 2012 Recessed Meeting](#)

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REGULAR HEARING ITEMS

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45. FISCAL YEAR (FY) 2013 - 2022 CAPITAL IMPROVEMENT PROGRAM (CIP) ADOPTION. (THE PUBLIC HEARING FOR THIS ITEM HAS CONCLUDED.)

Following a duly advertised public hearing which concluded on June 26, 2012, on a motion was made by LIBBY GARVEY, Member, seconded by JAY FISETTE, Member, to adopt the Fiscal Year 2013 – 2022 Capital Improvement Plan presented in Attachment A-1 and A-2. The motion was amended by unanimous consent to include the document entitled “Supplementary Guidance to the County Manager regarding the 2012 [sic]-2022 CIP, July 21, 2012”. The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye. [Clerk’s note: as set forth in the document entitled “Addendum-7-21-12-Q- CIP” attached for the public record to these minutes.]

**Supplementary Guidance to the County Manager regarding the 2012-2022 CIP
July 21, 2012**

Land Acquisition

Parks land acquisition & open space is a significant priority of the County Board. Through a combination of \$14.4M in bond funding included in the FY2013-2022 CIP and future additional one-time funding that may become available the Manager is directed to increase total funding for parks land acquisition over the ten year period of the CIP.

Playground at Long Bridge Park

Initiate the planning and installation of the playground-type components at the S. 6th street locations identified in the Master Plan as soon as is possible using non-bond funds

Reevesland

Conduct the RFP process as planned. Bring recommendations regarding the building to the County Board following the completion of that process

Missing Links

The County Board is interested in creating a sidewalk infill program to address County identified needs that would complement the neighborhood-driven process embedded in the Neighborhood

Conservation Program. Provide a report to the County Board in the context of the development of the FY14 budget.

Paving

Conduct the paving program as planned for the next two years. As part of the FY14 CIP provide an update and recommendations on whether to raise the paving condition target.

Streetcar Implementation

Consistent with the 2010 direction given in conjunction with adoption of the Crystal City Sector Plan, and recognizing the need to expedite the implementation of the Streetcar projects and minimize costs, the County Board and the County Manager have investigated a range of alternative project delivery (APD) methods for major transit infrastructure projects. The County Board is interested in all steps that can be taken to expeditiously advance the design and construction of approved streetcar projects with a particular focus on the role of public-private partnerships.

It is the County Board's understanding that the County Manager will be undertaking a series of actions between now and the end of the calendar year to advance streetcar implementation as to meet critical infrastructure needs. These steps are listed below and are fully supported by the Board:

A) Establish a schedule of regular information to the County Board members or briefings on program implementation (starting Fall 2012)

B) Create an inter-departmental streetcar program implementation team to address property and right-of-way acquisitions, utility assessments and relocations, contracting and staffing (Fall 2012)

C) Secure consultant services to advise the County on the procurement processes and legislative actions necessary to fully support the range of alternative project delivery methods that are available for use in the Commonwealth of Virginia (Fall 2012)

D) Prepare amendments for Arlington's procurement regulations, in accordance with the Virginia statutes, to enable the County to utilize the full range of alternative project delivery methods and partnerships (Fall/Winter 2012)

E) Bring an RFI (request for Information) related to APD firms for Board consideration (Spring 2013)

Arlington Public Schools

The County Board has incorporated the School Board's full funding request. The Manager is directed to work closely with APS to expeditiously and thoroughly address important land use questions in the context of each project review led by Public Facilities Review Committee (PFRC).

A motion was made by LIBBY GARVEY, Member, seconded by JAY FISSETTE, Member, to make the following revisions to the document entitled "Supplementary Guidance to the County Manager regarding the 2012 [sic]-2022 CIP, July 21, 2012." The motion was adopted and carried by a vote of 4 to 1. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISSETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – No. [Clerk's note: text to be added is shown in underline; text to be deleted is shown in ~~strikethrough~~.]

Land Acquisition

Parks land acquisition & open space is a significant priority of the County Board. Through a combination of \$14.4M in bond funding included in the FY2013-2022 CIP and future additional one-time funding that may become available the Manager is directed to present to the Board opportunities to increase total funding for parks land acquisition over the ten year period of the CIP.

A motion was made by MARY HYNES, Chair, seconded by LIBBY GARVEY, Member, to include the following document entitled "Supplementary Guidance to the County Manager regarding the 2012 [sic]-2022 CIP, July 21, 2012." The motion was adopted and carried by a vote of 4 to 1. The voting recorded as follows: MARY

HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - No, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye.

Playground at Long Bridge Park

Initiate the planning and installation of the playground-type components at the S. 6th street locations identified in the Master Plan as soon as is possible using non-bond funds

A motion was made by MARY HYNES, Chair, seconded by LIBBY GARVEY, Member, to include the following in the document entitled “Supplementary Guidance to the County Manager regarding the 2012 [sic]-2022 CIP, July 21, 2012.” J. WALTER TEJADA, Vice Chairman, made a motion, seconded by CHRISTOPHER ZIMMERMAN, Member, to amend the motion to include the following: [Clerk’s note: text to be added is shown in underline; text to be deleted is shown in ~~strike through~~.]

Reevesland

Conduct the RFP process as planned. Bring recommendations regarding the building to the County Board following the completion of that process. Absent an acceptable proposal, the County Manager is directed to bring to the County Board, in a timely manner, options for the County to assume responsibility in partnership with citizens.

The amended motion failed by a vote of 2 to 3. The voting recorded as follows: MARY HYNES, Chair - No, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - No, LIBBY GARVEY, Member - No and CHRISTOPHER ZIMMERMAN, Member – Aye. The original motion was adopted and carried by a vote of 3 to 2. The voting recorded as follows: The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - No, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – No.

Reevesland

Conduct the RFP process as planned. Bring recommendations regarding the building to the County Board following the completion of that process

A motion was made by LIBBY GARVEY, Member, seconded by JAY FISETTE, Member to include the following in the document entitled “Supplementary Guidance to the County Manager regarding the 2012 [sic]-2022 CIP, July 21, 2012.” The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye. [Clerk’s note: text to be added is shown in underline; text to be deleted is shown in ~~strike through~~.]

Missing Links

The County Board is interested in ~~creating~~ restoring a sidewalk infill program to address County identified needs that would complement the neighborhood-driven process embedded in the Neighborhood Conservation Program. Provide a report to the County Board in the context of the development of the FY14 budget.

A motion was made by LIBBY GARVEY, Member, seconded by JAY FISETTE, Member to include the following in the document entitled “Supplementary Guidance to the County Manager regarding the 2012 [sic]-2022 CIP, July 21, 2012.” The motion was adopted and carried by a vote of 4 to 0 with one abstaining. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Abstain.

Paving

Conduct the paving program as planned for the next two years. As part of the FY14 CIP provide an update and recommendations on whether to raise the paving condition target.

A motion was made by CHRISTOPHER ZIMMERMAN, Member, seconded by J. WALTER TEJADA, Vice Chairman to include the following in the document entitled “Supplementary Guidance to the County Manager regarding the 2012 [sic]-2022 CIP, July 21, 2012.” The motion was adopted and carried by a vote of 4 to 0

with one abstaining. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISSETTE, Member - Aye, LIBBY GARVEY, Member - Abstain and CHRISTOPHER ZIMMERMAN, Member – Aye. [Clerk's note: text to be added is shown in underline; text to be deleted is shown in ~~strikethrough~~.]

Streetcar Implementation

Consistent with the 2010 direction given in conjunction with adoption of the Crystal City Sector Plan, and recognizing the need to expedite the implementation of the Streetcar projects and minimize costs, the County Board and the County Manager have investigated a range of alternative project delivery (APD) methods for major transit infrastructure projects. The County Board is interested in all steps that can be taken to expeditiously advance the design and construction of approved streetcar projects with a particular focus on the role of public-private partnerships.

It is the County Board's understanding that the County Manager will be undertaking a series of actions between now and the end of the calendar year to advance streetcar implementation as to meet critical infrastructure needs. These steps are listed below and are fully supported by the Board:

A) Establish a schedule of regular information to the County Board members or briefings on program implementation (starting Fall 2012)

B) Create an inter-departmental streetcar program implementation team to address property and right-of-way acquisitions, utility assessments and relocations, contracting and staffing (Fall 2012)

C) Secure consultant services to advise the County on the procurement processes and legislative actions necessary to fully support the range of alternative project delivery methods that are available for use in the Commonwealth of Virginia (Fall 2012)

D) Prepare amendments for Arlington's procurement regulations, in accordance with the Virginia statutes, to enable the County to utilize the full range of alternative project delivery methods and partnerships (~~Fall/Winter 2012~~) for advertisement in October 2012

E) Bring ~~an RFI (request for information)~~ a RFI or RFQ or RFP (Request for Information, or Qualifications, or Proposal) related to APD firms for Board consideration (~~Spring 2013~~) as soon as possible after engaging consultant services

A motion was made by LIBBY GARVEY, Member, seconded by JAY FISSETTE, Member to include the following in the document entitled "Supplementary Guidance to the County Manager regarding the 2012 [sic]-2022 CIP, July 21, 2012." The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISSETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye.

Arlington Public Schools

The County Board has incorporated the School Board's full funding request. The Manager is directed to work closely with APS to expeditiously and thoroughly address important land use questions in the context of each project review led by the Public Facilities Review Committee (PFRC).

[Board Report #45](#)

Addendum-7-21-12-Q- CIP

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46. [**APPROVAL OF RESOLUTIONS AND QUESTIONS TO BE INCLUDED IN THE 2012 BOND REFERENDA.**](#)

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by CHRISTOPHER ZIMMERMAN, Member to:

1. Adopt the resolutions in Attachment A, as summarized below, and the explanation of the referendum questions to appear in publications, at voter registration sites, and polling places as detailed in Attachment B, in order to initiate and facilitate the November 6 bond referenda.

a.	Metro and Transportation	\$ 31,946,000
b.	Local Parks and Recreation	50,553,000
c.	Community Infrastructure	28,306,000
d.	Arlington Public Schools	42,620,000
	TOTAL	\$153,425,000

2. Request that the Electoral Board list the referenda on the ballot in the order detailed in this report as shown in the Ballot Layout section on page 2.
3. Direct the County Manager to take all the steps necessary to ensure that the information provided to voters by the County is printed in both English and Spanish.

The motion was adopted by a vote of 5 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, LIBBY GARVEY, Member - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye. [Clerk’s note: as set forth in the document entitled “Addendum-7-21-12-R- 2012 Bond Referenda” attached for the public record to these minutes.]

[Board Report #46](#)

Addendum-7-21-12-R- 2012 Bond Referenda

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47. [ROSSLYN GATEWAY](#)

- A. Enactment of two ordinances to vacate in total: 1) an easement for public street and utility purposes, running along the western boundary of Lot 4, along the southern boundaries of Lots 4 and 9, and along the eastern boundaries of Lots, 9, 8, and 7, Block 5, Rosslyn (RPC # 16-020-001 and RPC # 16-020-006); 2) an Easement for Public Street and Utilities Purposes, running along the eastern boundaries of Lots, 3, 2, and 1 and along the western boundary of Lot 6, Block 5, Rosslyn (RPC # 16-020-002); 3) a portion of 20th Street North abutting the northern boundaries of Lots 6, 5, and 1, Block 5, Rosslyn (RPC # 16-020-002); 4) a portion of Ft. Myer Drive abutting the western boundaries of Lots 6 and 4, Block 5, Rosslyn (RPC # 16-020-002 and RPC # 16-020-001); 5) a portion of 19th Street North abutting the southern boundaries of Lots 4 and 9, Block 5, Rosslyn (RPC # 16-020-001 and RPC # 16-020-006); and 6) a portion of North Moore Street abutting the western boundaries of Lots 9, 8, 7, 3, 2 and 1, Block 5, Rosslyn (RPC # 16-020-001, RPC # 16-020-002 and RPC # 16-020-006), with conditions.
- B. Z-2555-12-1 Rezoning from "S-3A" Special Districts and "C-O" Commercial Office Building, Hotel and Multiple-Family Dwelling Districts to the "C-O-Rosslyn" Commercial Office Building, Retail, Hotel and Multiple-Family Dwelling Districts; premises known as Rosslyn Gateway; located at 1901 and 1911 Fort Myer Drive and portions of 20th Street North, North Moore

Street, 19th Street North and Fort Myer Drive (RPC# 16-02-0001, -0002, -0006).

- C. SP #419 Phased Development Site Plan for Rosslyn Gateway consisting of up to 959,270 square feet of floor area comprised of a 498,744 square foot office building with ground floor retail space, a 316,616 square foot residential/hotel building with retail uses, and a 143,910 square foot residential building with ground floor retail space with modifications of zoning ordinance regulations for density exclusions for mechanical spaces, parking, and other modifications as necessary to achieve the proposed development plan; located at 1901 and 1911 Fort Myer Drive and portions of 20th Street North, North Moore Street, 19th Street North and Fort Myer Drive (RPC# 16-02-0001, -0002, -0006).
- D. SP #419 SITE PLAN to permit development of the first phase of Rosslyn Gateway consisting of a 498,744 square foot office building with ground floor retail space, a 316,616 square foot residential/hotel building with retail uses, and the retention of a 134,511 square foot office building with modifications of zoning ordinance regulations for density exclusions for mechanical spaces, parking, and other modifications as necessary to achieve the proposed development plan; located at 1901 and 1911 Fort Myer Drive and portions of 20th Street North, North Moore Street, 19th Street North and Fort Myer Drive (RPC# 16-02-0001, -0002, -0006).

Following a duly advertised public hearing at which there were speakers, a motion was made by MARY HYNES, Chair seconded by JAY FISETTE, Member to:

- A. Enact the Ordinance to Vacate: 1) an Easement for Public Street and Utilities Purposes, running along the eastern boundaries of Lots 3, 2, and 1 and along the western boundary of Lot 6, Block 5, Rosslyn (RPC # 16-020-002); 2) a portion of the 20th Street North right-of-way abutting the northern boundaries of Lots 6, 5, and 1, Block 5, Rosslyn (RPC # 16-020-002); 3) a portion of the Ft. Myer Drive right-of-way abutting the western boundaries of Lot 6, Block 5, Rosslyn (RPC # 16-020-002); 4) a portion of the North Moore Street right-of-way abutting the western boundaries of Lots 3, 2 and 1, Block 5, Rosslyn (RPC # 16-020-002), with conditions ("Hotel/Residential Ordinance"). (Attachment 1)
- B. Enact the Ordinance to Vacate: 1) an Easement for Public Street and Utilities Purposes, running along the western boundary of Lot 4, along the southern boundaries of Lots 4 and 9, and along the eastern boundaries of Lots 9, 8, and 7, Block 5, Rosslyn (RPC # 16-020-001 and RPC # 16-020-006); 2) a portion of the Ft. Myer Drive right-of-way abutting the western boundaries of Lot 4, Block 5, Rosslyn (RPC # 16-020-001); 3) a portion of the 19th Street North right-of-way abutting the southern boundaries of Lots 4 and 9, Block 5, Rosslyn (RPC # 16-020-001 and RPC # 16-020-006); and 4) a portion of the North Moore Street right-of-way abutting the western boundaries of Lots 9, 8, and 7, Block 5, Rosslyn (RPC # 16-020-001 and RPC # 16-020-006), with conditions ("Office Ordinance"). (Attachment 2)
- C. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute, on behalf of the County Board, the Deed(s) of Vacation, and all other documents necessary to effectuate the Ordinance(s) of Vacation, subject to approval as to form by the County Attorney.
 - 1. Adopt the resolution to approve the rezoning request from "S-3A" Special Districts and "C-O" Commercial Office Building, Hotel and Multiple-Family Dwelling Districts to the "C-O-Rosslyn" Commercial Office Building, Retail, Hotel and Multiple-Family Dwelling Districts for the Rosslyn Gateway property.
 - 2. Adopt the ordinance to approve phased development site plan #419 for the development of Rosslyn Gateway consisting of up to 959,270 square feet of floor area comprised of a 498,744 square foot office building with ground floor retail space, a 316,616 square foot residential/hotel building with retail uses, and a 143,910 square foot residential building with

ground floor retail space with modifications of zoning ordinance regulations for density exclusions for mechanical spaces, parking, and other modifications as necessary to achieve the proposed development plan.

3. Adopt the ordinance to approve Site Plan #419 to permit development of the initial phase of the Rosslyn Gateway development consisting of up to 949,871 square feet of floor area comprised of a 498,744 square foot office building with ground floor retail space, a 316,616 square foot residential/hotel building with retail uses, and the retention of a 134,511 square foot office building with modifications of zoning ordinance regulations for density exclusions for mechanical spaces, parking, and other modifications as necessary to achieve the proposed development plan.
4. Eliminate the asterisk at Off-Site Transportation Improvements in the table on condition #22.
5. Amend Condition #84 by unanimous consent: [Clerk's note: text to be added is shown in underline; text to be deleted is shown in strikethrough.]

Four-Pipe Hydronic System

84. The developer agrees to ~~explore the feasibility of incorporating~~ incorporate a four-pipe hydronic system for heating and cooling purposes into the design of the office building and the hotel building. The design specifications for this system shall be provided with the final engineering plan for each building and any applicable building permit documents, as determined necessary by the County Manager. ~~In addition, the developer agrees to study the feasibility of incorporating a four-pipe hydronic system for heating and cooling purposes into the design of the-~~
6. By unanimous consent, the Board closed the public hearing and deferred the vote to the July 24, 2012 Recessed County Board meeting.

[Board Report #47 A](#)

[Board Report #47 B-D](#)

[Board Report #47 B-D-Attachment 1](#)

[Board Report #47 B-D-Attachment 2](#)

[Board Report #47 B-D -Attachment 3](#)

[Board Report #47 B-D-Supplemental Report](#)

ADJOURNMENT

Without objection, at 3:13 p.m., the Board recessed until the July 23, 2012 Recessed Meeting.

MARY HYNES, Chair

ATTEST:

HOPE L. HALLECK, Clerk

SITE PLAN AMENDMENT ORDINANCE

WHEREAS, an application for a Site Plan Amendment dated May 14, 2012 for Phased Development Site Plan #346, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] prepared for the July 21, 2012 County Board meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to 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 July 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
- 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 May 14, 2012 for Phased Development Site Plan #346, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in the conditions below (which drawings, etc... are hereafter collectively referred to as “Revised Site Plan Application”), for a Site Plan Amendment for the parcel of real

property known as RPC# 34-027-060 and -061 and 2733 and 2777 Crystal Drive, approval is granted and the parcel so described shall be used according to the Site plan as originally approved on March 23, 2002 and amended from time to time as shown in the records of the Office of Zoning Administration, and as amended by the Revised Site Plan Application, subject to all previous conditions with condition 57 revised as follows:

Revised Condition #57:

57. Pursuant to the final site plan approved on March 23, 2002, Land Bay A was approved for 17,784 square feet of Potential Retail Space, of which 6,000 square feet is required to be used as Initial Retail Space. The developer agrees that the Potential Retail Space in Land Bay A may be reduced to 12,931 square feet, and that 8,489 square feet of the Potential Retail Space shall be used as Initial Retail Space. The developer further agrees that the Potential and Initial Retail Space in the PDSP totals 152,931 square feet and 64,489 square feet, respectively, and the total additional 4,489 square feet of Initial Retail Space that has been approved for Land Bay A (total for the final site plan approval in 2002 and the site plan amendment in 2005) shall not be deducted from the Initial Retail Space required for other Land Bays to be developed later.

The developer agrees to develop a retail attraction and marketing plan for the 8,489 square feet of Initial Retail Space located on the first floors of the north office buildings and building connector, which shall be reviewed and approved by the Department of Economic Development before being submitted to the Zoning Administrator. The First Certificate of Occupancy for any building within the site plan shall not be issued until documentation has been provided to the Zoning Administrator assuring that the plan has been approved by the Department of Economic Development. The plan shall identify the types of retail desired, the marketing strategy to attract the retail, and strategies to retain the retail.

The Potential Retail Space that is not Initial Retail Space, with the exception of space that is being used as a conference center (4,442 square feet), shall meet the requirements contained in PDSP Condition #4B(c). This space shall be leased for retail uses unless the developer has been unable to lease such space for retail uses and can establish to the reasonable satisfaction of the County Board that the retail attraction efforts for such space, as outlined in the retail marketing plan, have been substantially and diligently followed for at least one year prior to such space being available for lease. The County Board shall not unreasonably withhold or delay a determination on such efforts following application for such finding by the developer. Any Potential Retail Space shall be considered available for lease upon receipt of a Certificate of Occupancy for the applicable portion of the building in which such space is located or upon expiration of any lease, lease extensions, or lease renewals for such space. Any Potential Retail Space

that is not required to be leased for retail uses under this condition may be leased for office or other use.

The 8,489 square feet of retail space that is approved as Initial Retail Space shall be used as retail, and any change in the use of the space from retail to office or other non-retail use shall require a site plan amendment.

The developer agrees that the 8,489 square feet of Initial Retail Space may also be used for consumer and business services, galleries, educational uses and conference facilities until September 30, 2024 and not longer. Eligible consumer and business services uses are those uses listed under the “consumer and business services” category of the *Rosslyn-Ballston Corridor Retail Action Plan*.

The developer agrees that 2,344 square feet of Initial Retail Space at the northernmost portion on the ground floor of Land Bay A may be used for meeting rooms and a fitness facility for an office tenant until September 30, 2024 and not longer. The space shall be accessible from the exterior of the building. The applicant further agrees that approval for the use will terminate on September 30, 2024, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the aforementioned use(s) on or before September 30, 2024. The applicant acknowledges and agrees that after September 30, 2024, it shall have no right to use the space for the aforementioned temporary use(s) unless specific approval for that use(s) is obtained from the County Board.

The retail spaces shall be designed and constructed to include interior and exterior improvements necessary to ensure that they are functional and attractive to prospective retailers and that they animate the street frontage, consistent with the standards set forth in the Urban Design Guidelines. These elements shall include, but not be limited to: approximately 16 feet floor to floor heights, as shown on the plans dated February 6, 2002; access to the service corridor/areas as shown on the architectural plans dated February 6, 2002; direct street frontage and access; provision for any venting systems required for any full service restaurant use; and sufficient transparency of the building facade to achieve adequate street exposure consistent with the drawings dated February 6, 2002.

The developer agrees that 4,442 square feet of Potential Retail Space shall be used as a conference center for the Environmental Protection Agency (EPA) subject to the following:

- a) The 4,442 square foot conference center located on the first floor of the south office building shall be made available, at no charge, to Arlington County government, government-sponsored groups, and the Aurora Highlands and Arlington Ridge Civic Associations, after 6:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on Saturdays on a pre-scheduled basis, when the conference center is not in use by a building tenant(s). The use of the conference center by Arlington County groups shall be permitted consistent with Level Four security regulations required

by the building tenant(s). The developer agrees to provide, at no charge, parking, on-site personnel to admit Arlington County groups, and set-up and custodial services, including cleaning and preparation, for use of the conference center by Arlington County groups so long as the area shall remain utilized for conference center purposes. In the event of damage or the need for excessive clean up created by a non-developer user, the developer may impose reasonable charges to such user commensurate with the cost of repairing the damage or the needed cleaning. Serving or consumption of alcoholic beverages in the conference center area by Arlington County groups is prohibited. At the developer's option, the conference center use may be converted to potential retail use, subject to administrative approval of the conversion, at which time this obligation to provide conference center space to Arlington County groups shall terminate. The developer understands and agrees that County groups using the site may conduct meetings that are open to the public.

- b) The design of the building wall that serves as frontage for the conference center space shall be consistent with the approved façade drawings and materials board, pursuant to Condition #30 of the final site plan approval, and the windows shall be fabricated of transparent glass consistent with the glass approved for the building facade. Any curtains or blinds installed on the interior of the conference center space shall remain open except when necessary to be closed during presentations requiring lowered lighting or for confidentiality purposes. The developer shall provide a minimum of three (3) flat screen televisions, each with a screen measuring a minimum of 50 inches in size as measured on the diagonal, in the windows of the conference center, which shall be used solely for educational display purposes for viewing by pedestrians outside the building. The displays shall begin within six (6) months following Environmental Protection Agency (EPA) occupancy of the development, and shall be provided on a daily basis from sun-up to sun-down. The location of the televisions shall be shown on amended façade drawings, which shall be approved prior to the issuance of the first Certificate of Occupancy for the site plan, and shall be consistent with the drawings approved on July 9, 2005. The use of the television video display screens shall be subject to the following:
- 1) The developer agrees that the television video display screens shall be limited to educational programs about the EPA, sustainable development, and other related environmental topics, as well as information on County programs such as the Green Building Program at no cost, with prior consent by the developer which would not unreasonably be withheld. The developer shall coordinate with the Department of Environmental Services and the Environment and Energy Conservation Commission on educational programming involving County programs. The developer further agrees that no infomercials or paid advertisement shall be shown on the television video display screens, and no off-site commercial messages will be allowed.
 - 2) The developer agrees to not broadcast any sound through any outdoor speakers, or through any other means that can be heard outdoors.

- 3) The applicant agrees that, upon administrative review with full opportunity for the developer to participate, should the County Manager find that the television video display screens adversely affect traffic safety, the County Manager may recommend changes to the approved use of the television video display screens, including reducing the hours of operation. The developer further agrees that the County Board may review this site plan amendment and require changes to the use of television video display screens, including discontinuance of the television video display screens, and exploring with the developer alternative means of activating the plaza.
- c) The developer shall provide seasonal outdoor furniture in the plaza located at the corner of Crystal Drive and Potomac Avenue, which shall be available for use by the general public. The owner/management of the office development in Land Bay A shall be responsible for maintaining the outdoor seasonal furniture. The outdoor seasonal furniture, including the style, manufacturer, materials and colors, shall be shown on an amended landscape plan, which shall be approved prior to the issuance of the first Certificate of Occupancy for the site plan. The outdoor seasonal furniture shall be installed in the plaza prior to the issuance of the first Certificate of Occupancy for EPA occupancy of the office development, or as weather permits. For every subsequent year following the initial year, the outdoor seasonal furniture shall be installed by April 1st and shall remain in the plaza through November 1st of the same year.
 - d) The conversion of a total of 4,442 square feet of potential and initial retail space to conference center use may continue in effect until such time as the lease with the Environmental Protection Agency (EPA) expires. The conference center use shall be subject to administrative review of its access and availability to public groups, as described in sub-paragraph a) above, 10 years following the EPA's occupancy of the development and for every subsequent 10-year period that the EPA is under lease. Upon expiration of the lease with the EPA, the conference center use shall cease and potential retail shall be provided in the space, subject to administrative approval of the conversion to potential retail. At the developer's option, the conference center use may be converted to potential retail use at any time during the EPA's tenancy, subject to administrative approval of the conversion.

SITE PLAN AMENDMENT ORDINANCE

WHEREAS, an application for a Site Plan Amendment dated April 28, 2011 for Site Plan #358, was filed with the Office of the Zoning Administrator: and

WHEREAS, as indicated in Staff Report[s] prepared for the July 21, 2012 County Board meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to 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 July 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
- 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 April 28, 2011 for Site Plan #358, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in the conditions below (which drawings, etc... are hereafter collectively referred to as “Revised Site Plan Application”), for a Site Plan Amendment for food delivery service, for the parcel of real

property known as RPC# 14-043-031 and 3900 Fairfax Drive, approval is granted and the parcel so described shall be used according to the Site plan as originally approved on April 30, 2002 and amended from time to time as shown in the records of the Office of Zoning administration, and as amended by the Revised Site Plan Application, subject to all previous conditions and the following new and amended conditions:

New and Amended Conditions (applicable to the food delivery service use only):

68. The applicant agrees that the food delivery use permitted for Naked Pizza at 3900 North Fairfax Drive is a temporary use only that has been approved for a limited one (1) year period, and not longer. During the one year period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of one (1) year, on July 31, 2013, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the purposes of food delivery on or before July 31, 2013. The applicant acknowledges and agrees that after July 31, 2013, it shall have no right to use the space for food delivery purposes unless specific approval for that use is obtained from the County Board. In addition to all other conditions of this site plan, the applicant specifically agrees that the food delivery use shall be subject to the following additional conditions:

- ~~68.~~ A. The applicant (applicant shall mean the applicant, owner and all successors and assigns) agrees that the hours of operation of the food delivery service (using ~~an~~ automobiles) shall be limited to 10:00 a.m. to 1:30 a.m. Monday through Sunday.
- ~~69.~~ B. The applicant agrees to develop and implement a delivery and driver safety plan and to obtain the County Manager's approval of such a plan before any food delivery service can begin. The plan shall include at a minimum: identification of a driver safety course, completion of which will be required of all drivers employed by the applicant before they begin delivery service; a routing plan including maps for delivery vehicles, which will show entry and exit routes from the site; and an outline of the contents of the course. The applicant understands and acknowledges that the County Board has found the exception for this use to be justified only because the applicant has represented that the use will make deliveries by vehicles using only the commercial frontages and streets to the maximum extent possible.
- ~~70.~~ C. The applicant agrees that the maximum number of delivery automobiles that may be used in the business at any one time is eight (8) vehicles.

71. D. The applicant agrees that pizza delivery vehicles may use a maximum of three (3) parking spaces within the covered (garage) surface spaces located on the first floor level of the building. These spaces shall be signed for use by pizza delivery vehicles only during the pizza establishment's hours of operation. The remaining seventeen (17) surface parking spaces shall be reserved for retail/commercial visitors and patrons only and shall be signed accordingly. The applicant agrees to submit an annual report to the County Manager beginning one year from the approval date of the site plan amendment (~~July 9, 2011~~ 21, 2012), and occurring each year thereafter as long as the subject delivery use occupies the space, to monitor the parking usage/demand of the covered (garage) surface spaces located on the first floor level of the building. The annual report may be performed by the Applicant and will include an occupancy count of the covered surface parking area only, with counts taken at 12:00 p.m. and 8:00 p.m., for 7 consecutive days. The County Manager has the discretion, based on findings of the annual reports, showing at least 85% average occupancy of the 17 parking spaces for retail/commercial visitors and patrons, to reduce or eliminate the amount of parking spaces available for the delivery vehicles in the covered (garage) surface spaces located on the first level of the building. If it is determined by the County Manager that these three parking spaces in the covered (garage) surface spaces located on the first floor level of the building need to, in whole or part, be reallocated for use by retail/commercial visitors, the delivery vehicles would be permitted to park in the retail employee parking area within the underground portion of the garage.
72. E. The applicant agrees that the delivery vehicles will not be parked on the street.
73. F. The applicant agrees not to distribute flyers in quantity to any apartment buildings.
74. G. The applicant agrees to identify an on-site liaison who shall be available during all hours of operation to receive and respond to community concerns. The name and telephone number of the liaison shall be sent to the President of the Ballston-Virginia Square Civic Association and the Zoning Administrator.

SITE PLAN AMENDMENT ORDINANCE

WHEREAS, an application for a Site Plan Amendment dated March 23, 2012 for Site Plan #402, was filed with the Office of the Zoning Administrator: and

WHEREAS, as indicated in Staff Report[s] prepared for the July 21, 2012 County Board meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to 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 July 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
- 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 23, 2012 for Site Plan #402, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in the conditions below (which drawings, etc... are hereafter collectively referred to as “Revised Site Plan Application”), for a Site Plan Amendment for a Comprehensive Sign Plan Amendment, for

the parcel of real property known as RPC# 25-016-012 and 2501 9th Road South, approval is granted and the parcel so described shall be used according to the Site plan as originally approved on October 24, 2006 and amended from time to time as shown in the records of the Office of Zoning Administration, and as amended by the Revised Site Plan Application, subject to all previous conditions with condition 50 revised as follows: condition:

Revised Condition #50:

50. The developer agrees to develop and submit a comprehensive sign plan and that all exterior signs (including identification and directional signage) shall be consistent with the guidelines contained in "Sign Guidelines for Site Plan Buildings" and meet, when possible, the guidelines contained in the Columbia Pike Form Based Code (Section 20. – Appendix A of the Zoning Ordinance) and with Section 34 of the Zoning Ordinance. Modifications to the guidelines found within the Columbia Pike Form Based Code are permitted for the grocery store signs. The Zoning Administrator shall determine whether the signs meet the standards of the guidelines and the Ordinance. No sign permits will be issued until a comprehensive sign plan is approved. The developer agrees to obtain approval from the Zoning Administrator of the comprehensive sign plan before the issuance of the first Certificate of Occupancy. All proposed rooftop signs, defined as all signs that are 35 feet or more above the ground elevation at entrances, shall require a site plan approval or amendment.

The developer further agrees, in its fulfillment of Condition #64 below (retail attraction and marketing plan), that the only types of retail signs that shall be permitted shall be consistent with types of signs permitted by Section 34 of the Zoning Ordinance or with the comprehensive sign plan approved by the County Board on July 10, 2010 with amendments approved on July 21, 2012, and shall include some or all of the following: building wall signs; blade signs; window signs; carved, painted or sculptural signs; canopy or awning signs; logo signs; and, permanent quotes on building walls and blade signs.

The colors and materials of retail tenant signs shall harmonize with and complement the exterior materials and design of the individual retail storefronts so as to present a unified design approach for the individual retail unit. Individual tenants must apply for and obtain sign permits, including the design, colors, and materials of the signs, which shall be reviewed by the County Manager to ensure consistency with the comprehensive sign plan.

- a. The developer agrees that all project signs shall be consistent with the comprehensive sign plan prepared by Dodd Creative Group and dated June 30,

2010 and approved by the County Board on July 10, 2010 with amendments approved on July 21, 2012. The developer further agrees that all signs shall be of the number, type, size, location, and structure shown on the comprehensive sign plan. Sign lighting shall conform to the requirements of the Zoning Ordinance. The total project sign area shall not exceed ~~4,120~~ 1,139.2 square feet, plus the additional 180 sq. ft. for the second floor retail along Columbia Pike as outlined below.

- b. The developer agrees that retail signage is limited to three (3) signs per retail bay, with the option of choosing among three (3) of the four (4) types of retail sign types (wall or canopy mounted, projecting, awning, or window) depicted in the comprehensive sign plan. The developer agrees that flexibility is permitted in the location of retail tenant signs (with the exception of the Giant Food store signs) in that the non-Giant retail tenant signs can be moved within each retail bay, so long as the sign area for each retail tenant is not exceeded. The developer agrees that each individual retail tenant will obtain sign permits for their signs, and will submit information on the total linear frontage for each retail tenant when applying for individual sign permits. The sign area for each retail sign will be based on the linear frontage for each retail tenant. The total retail linear frontage for the entire project will not exceed 624 sq. ft. for the 1st floor retail.
- c. The developer agrees that the second floor retail is permitted a total of 180 sq. ft. of retail signage, which shall be allocated as follows: 60 sq. ft. per tenant if there are three (3) second floor tenants, 90 sq. ft. per tenant if there are two (2) second floor tenants, and 180 sq. ft. total if there is one (1) second floor tenant. The developer agrees that retail signage for the second floor is limited to three (3) signs per retail bay, with the option of choosing among a wall, canopy mounted, projecting, or window, in the locations depicted in the comprehensive sign plan. For the projecting signs, each second story tenant shall be allowed to deploy such sign at the ground floor entrance in the location(s) depicted on the comprehensive sign plan.
- d. The developer agrees that 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 a sign to meet field conditions (less than 1 foot in any direction); or (ii) a minor change in the area of an individual sign (less than 5%).
- e. The developer agrees that one (1) temporary leasing sign is permitted as shown in the comprehensive sign plan. The temporary leasing sign must be removed one (1) year after placement on the building. The Zoning Administrator may re-approve the temporary leasing signs for a period of six (6) months at any time the developer demonstrates to the Zoning Administrator that the leased space is vacant or will become vacant within a period of sixty (60) days.

- f. The developer agrees that the Penrose Square rooftop building identification sign above 35 feet will include dimmable lighting that will allow the applicant to adjust the rooftop sign's lighting intensity. The applicant further agrees that if the County Manager finds that the intensity of the rooftop sign's lighting has an adverse effect on the surrounding area, the applicant will, within 24 hours notice from the County 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.

CRICKET COMMUNICATIONS, INC.



Cricket Communications, Inc.
Description of Proposed Use
Site Plan Modification for 1801 Crystal Drive, Arlington VA 22202

This description of proposed use is submitted in support of an application by Cricket Communications ("Cricket") for a Minor Site Plan Modification pursuant to Arlington County Zoning Ordinance ("Ordinance"). Cricket's Application seeks approval to flush mount 3 panel antennas to the penthouse and place an equipment cabinet on a 4' x 12' steel platform to the rooftop of 1801 Crystal Drive, Arlington VA 22202. The property is owned by Tishman Speyer Archstone – Smith Crystal Place LLC whose mailing address is 9200 East Panorama Circle, #400, Englewood CO 80112. The property rooftop is managed by Global Tower Assets ("GTP") whose principal place of business is 750 Park of Commerce Boulevard, Boca Raton, FL 33487. The property is identified as RPC 34020232, Map: 075 Page 16, Polygon ID 34020232.

Applicant: Cricket Communications
Site Name: GTP – Rooftop VA-0110
Property Address: 1801 Crystal Drive, Arlington VA 22202
Map/Page: 075/16
Zoning Designation: C-O-1.5

The proposed facility will function as a transmission station as part of Cricket's wireless telecommunications network. Cricket's network operates with a transmitting frequency between 2110 and 2120 megahertz and a receiving frequency between 1710 and 1720 megahertz. Cricket is licensed by the Federal Communications Commission and operates in full compliance with their rules and regulations.

The Facility will be unmanned and will be operational 24 hours a day, 7 days a week. Maintenance on the requested facility usually consists of a site visit approximately every 4 to 6 weeks. During construction of the facility this site will have approximately 5 to 7 contractors working during normal business hours until completion.

The RF coverage objective of this project is to provide capacity to enhance coverage for the area surrounding the property, overlapping coverage with existing sites in the area and will also provide coverage for emergency 911 purposes. The electromagnetic fields do not exceed ANSI radio frequency emission standards. The coverage that will be added is necessary to meet Cricket's duty to provide wireless services under its federal licenses as well as to meet Cricket's minimum coverage objectives.

The proposed telecommunications facility is passive and will have no impact on air or water quality, radiation exposure, light or noise pollution, traffic congestion or circulation. The

proposed facility will be consistent with all applicable Ordinance regulations and other requirements. The proposed facility is of a design which minimizes the visual impact from adjacent properties and rights-of-way to the maximum extent practicable. The proposed antennas and related equipment will all be within the size and height limitations pursuant to the Zoning Ordinance.

There will be no commercial advertising on the proposed facility and there will be no lights or signals on any antennas unless required by the County, State or Federal authorities.

The proposed facilities as described herein are consistent with and further the policies and standards of the general location, character and extent for the placement of commercial public telecommunications facilities as set forth in the Arlington County Ordinance. Cricket's proposed facility will comply with all applicable Zoning Ordinances and building codes. The proposed use will conform to all adopted standards and conditions. Accordingly, Cricket Communications respectfully requests approval of this application for Site Plan Modification.

Lessor Site Number and Name: VA-0110 Crystal Place
Lessee Site Number and Name: IAD-1036-A

Leasett 21541

SITE LEASE AGREEMENT

This Site Lease Agreement ("SLA"), made this 30 day of December, 2011 ("Effective Date") between GLOBAL TOWER ASSETS, LLC, a Delaware limited liability company, with its principal offices located at 750 Park Of Commerce Boulevard, Suite 300, Boca Raton, FL 33487 hereinafter designated ("LESSOR") and CRICKET COMMUNICATIONS, INC, a Delaware corporation, with its principal offices at 5887 Copley Drive, San Diego, CA 92111-7906, hereinafter designated ("LESSEE").

1. This SLA is made pursuant to that certain Master Lease Agreement between Global Tower, LLC and Cricket Communications, Inc. dated September 30, 2005, as amended, ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this SLA, the terms of this SLA shall govern. Capitalized terms used in this SLA shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. The Property owned by the LESSOR is described as follows:

The Property is located at 1801 Crystal Drive, in the City of Arlington, Arlington County, in the Commonwealth of Virginia 22202, with Latitude 38.85752777 and Longitude of -77.04922500 as more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference.

3. The Premises leased by the LESSOR to the LESSEE hereunder is described as follows:

Total floor space of approximately 10'x15'x10' (150) square feet for the purpose of installing LESSEE'S equipment cabinet and rooftop space at eighty two feet (82') AGL as more particularly described in Exhibit 2 and Exhibit 4 attached hereto and incorporated herein by this reference.

4. In the event an Exhibit 2 is attached hereto describing the Premises, the LESSEE shall have the right to survey the Property and/or Premises and said survey shall then become Exhibit 2A which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit 2. The cost for such work shall be borne by the LESSEE.

5. The term of this SLA shall be as set forth in Paragraph 4 of the Agreement; however the Parties agree that in no event shall the commencement date be earlier than January 1, 2013 (the "Commencement Date").

6. The rental for the initial term pursuant to this SLA shall be due at an annual rental of [REDACTED] to be paid in equal monthly installments of [REDACTED] on the first day of the month, in advance, to Global Tower Holdings, LLC (c/o: SunTrust Bank), P.O. Box 116465, Atlanta, GA 30368-6465 Attention: (Site #: VA-0110 - Site Name: Crystal Place) or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. In accordance with section 6 of the Agreement, the Rent for each subsequent year including any Extension Terms shall be increased by [REDACTED] percent over the annual Rent in effect for the immediately preceding year commencing on the annual anniversary thereof.

7. If the Property is subject to a prime lease, license or other such agreement affecting LESSOR's Interest at the Property, a copy of such agreement is attached hereto as Exhibit 3.

8. LESSEE's Equipment Information (subject to modification in accordance to with the Agreement): The approved Collocation Application is attached as Exhibit 4.

Lessor Site Number and Name: VA-0110 Crystal Place
Lessee Site Number and Name: IAD-1036-A

9. Special Provisions:

a. LESSEE shall pay for all utilities to operate Communications Facility. LESSOR will allow LESSEE the right to connect to the Building's electrical system and install, at LESSEE sole cost and expense, a sub-meter to measure LESSEE's usage. In the event LESSEE is not billed directly by the local utility company, LESSEE shall pay the sum of [REDACTED] per month, in addition to the base rental fees payable under Paragraph 6 hereunder, as an estimated utility charge ("Estimated Utility Charge"). LESSOR will bill LESSEE for LESSEE's power consumption based on the average kilowatt hour rate paid by the LESSOR for electricity at the Building. Upon LESSOR's determination of the annual electricity usage by LESSEE for the Communications Facility, based upon the electricity bills received by LESSOR during such twelve month period, LESSOR shall compare the Estimated Utility Charges paid by LESSEE for such period to the actual electricity charge for such period as reflected on such bills. In the event the Estimated Utility Charge paid by LESSEE is less than the cost of the electric consumed by LESSEE, LESSEE shall pay the difference between the Estimated Utility Charge and the cost of the actual electric consumed within thirty (30) days of LESSEE's receipt of a notice from LESSOR setting forth the amount due. In the event the Estimated Utility Charge paid by LESSEE is more than the cost of the actual electric consumed, the overpayment shall be credited against future Estimated Utility Charges. The monthly Estimated Utility Charge for the next successive twelve (12) month period shall be adjusted to reflect the actual amount due from LESSEE for the immediately preceding twelve month period, prorated to reflect monthly usage. In the event LESSEE is required to install a separate sub-meter to measure LESSEE's electrical usage, LESSEE shall either pay any charges for a third party contractor to read any approved sub-meter (such charges not to exceed \$50.00 per billing period), or LESSEE shall, at LESSEE's sole cost and expense and as part of the installation of the Communications Facility, install a meter reading device which enables the reading of such sub-meter from a remote location.

b. LESSOR and LESSEE agree and acknowledge that (i) Owner is not a party to this Site Lease Agreement and has no responsibility with respect to the telecom equipment or services under the Site Lease Agreement, (ii) Releases any claim against Owner-related persons arising from any interruption of the permitted services or LESSEE's nonperformance under the Site Lease Agreement, and (iii) acknowledges that the Site Lease Agreement terminates upon the expiration or earlier termination of this Agreement.

c. LESSOR and LESSEE further agree and acknowledge LESSEE must obtain Owner's approval before issuing any press release announcing or relating to this Site Lease Agreement, Owner, affiliates of Owner, or the Property, which approval may be withheld in Owner's sole and absolute discretion.

d. In the event that the prime lease is not executed or LESSEE's initial construction plans are not approved, either party hereto may terminate this SLA immediately upon written notice to the other party with no further liability thereafter between the parties.

(SIGNATURES ON PAGE IMMEDIATELY FOLLOWING)

Lessor Site Number and Name: VA-0110 Crystal Place
Lessee Site Number and Name: IAD-1035-A

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: GLOBAL TOWER ASSETS, LLC
a Delaware limited liability company

Dempbell
WITNESS

BY: [Signature]
Name: Shawn Huben
Title: Secretary
Date: 12-30-11

Williams
WITNESS

X [Signature]

LESSEE: CRICKET COMMUNICATIONS, INC.
a Delaware corporation

[Signature]
WITNESS

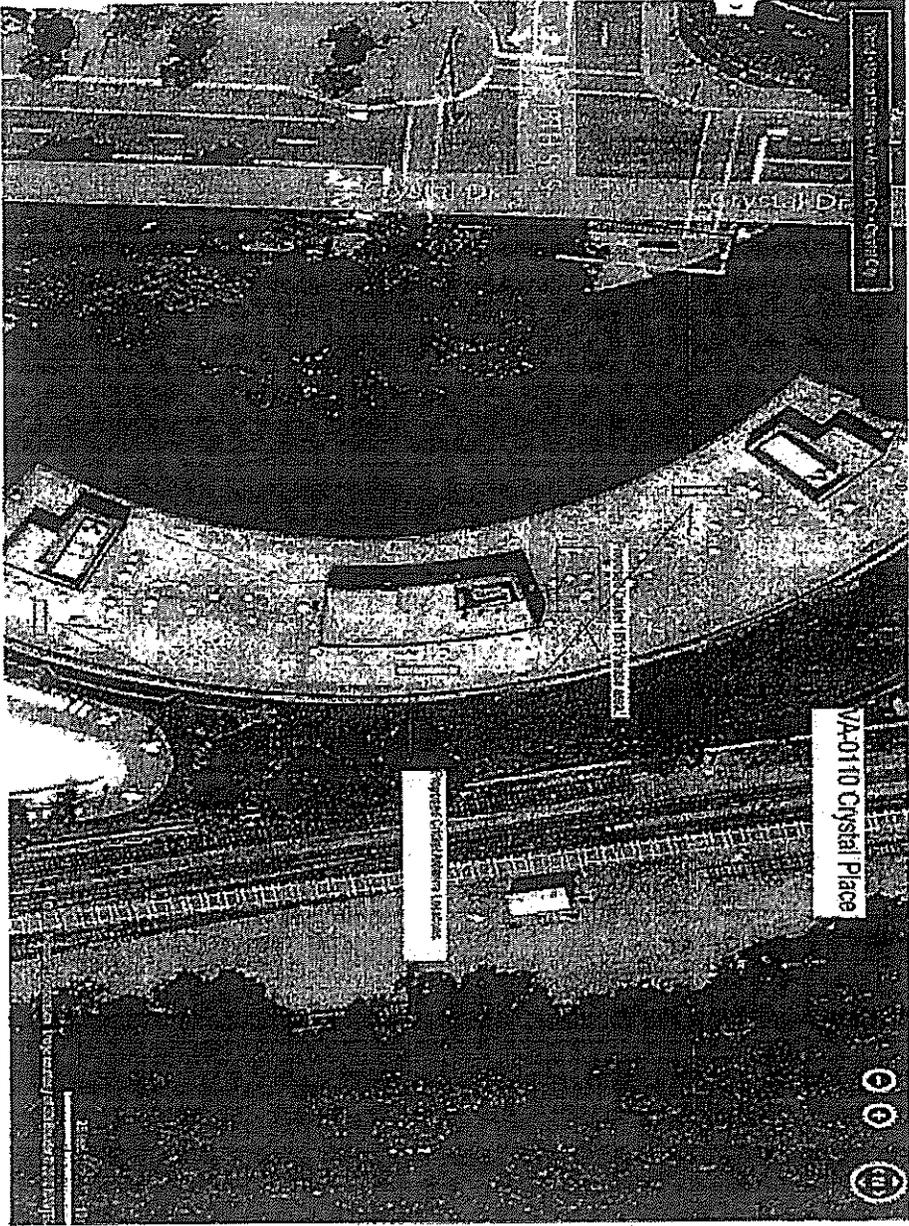
BY: [Signature]
Name: Ron E. Bittner
Title: Sr. Regional Director Site Development
Date: 12-28-11

Cheryl Randazzo
WITNESS

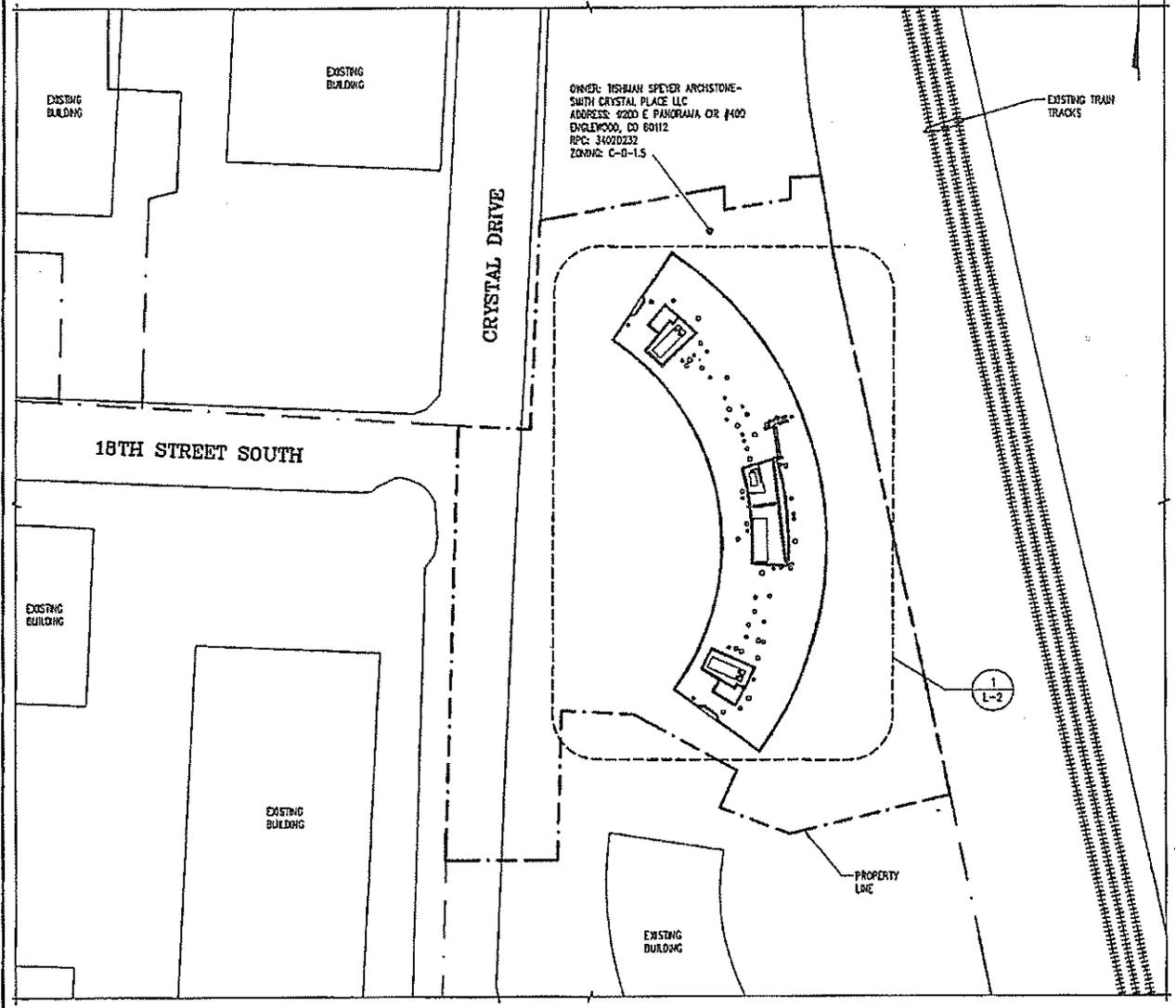
Lessor Site Number and Name: VA-0110 Crystal Place
Lessee Site Number and Name: IAD-1035-A

EXHIBIT 2
Premises
Page 1 of 1

Preliminary Plans
(Approved Site Plans will be attached after execution and prior to installation)



APPROVED
By Brian Reller at 10:04 am, Mar 05, 2012



SITE PLAN
SCALE: 1"=100'-0"



APPROVED BY: _____

PREPARED BY:

6600 Rockledge Drive, Suite 550
Bethesda, MD 20817
Phone: (202) 408-0960
Fax: (202) 408-0961

SUBMITTALS		
DATE	DESCRIPTION	REV.
01-25-12	LEASE EXHIBIT REVIEW	A

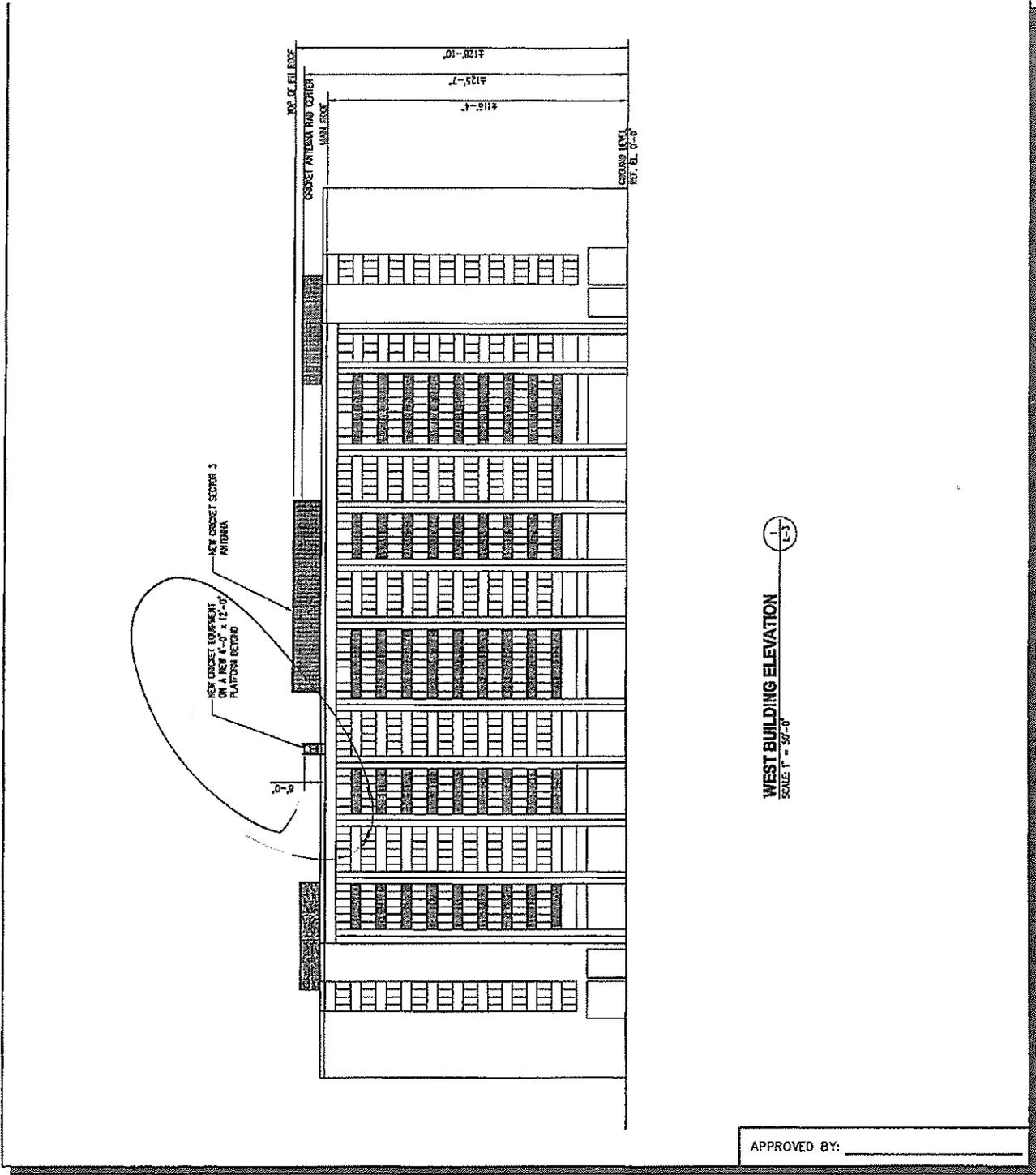
APPLICANT:

6671 SANTA BARBARA ROAD
SUITE D
ELK RIDGE, MD 21075

**GTP-ROOF TOP VA-0110
IAD-1036-A
1801 CRYSTAL DRIVE
ARLINGTON, VA 22202**

SITE PLAN

LATITUDE: N 38° 51' 27.097"	PROJECT NO: 1129.311	SHEET NO: L-1
LONGITUDE: W 77° 02' 0.21"	DESIGNER: R.K.	ENGINEER: M.M.



WEST BUILDING ELEVATION
SCALE: 1" = 50'-0"

APPROVED BY: _____

PREPARED BY:

6600 Rockledge Drive, Suite 650
Bethesda, MD 20817
Phone: (202) 408-0960
Fax: (202) 408-0961

SUBMITTALS		
DATE	DESCRIPTION	REV.
01-25-12	LEASE EXHIBIT REVIEW	A

APPLICANT:

1671 SANTA BARBARA ROAD
SUITE D
ELKRIIDGE, MD 21075

GTP-ROOF TOP VA-0110
IAD-1036-A
1801 CRYSTAL DRIVE
ARLINGTON, VA 22202

TITLE: **BUILDING ELEVATION**

LATITUDE: N 39° 51' 27.097"

LONGITUDE: W 77° 02' 0.21"

PROJECT NO: 1129.311	SHEET NO: L-J
DESIGNER: O.M.	ENGINEER: C.S.

cricket
COMMUNICATIONS, INC.

GTP-ROOFTOP VA-0110

IAD-1036-A

(3) NEW ANTENNAS AT CL 124'-6" ON EXISTING PENTHOUSE AND NEW EQUIPMENT ON STEEL PLATFORM



4811 SANDS BRISBANE ROAD
SUITE 600
CHARLOTTE, NC 28217
Tel: (704) 585-8811

15. APPROVAL: CONTRACTOR HAS
NOTIFIED ALL NEIGHBORS AND
LOCAL AGENCIES OF THE PROJECT
AND HAS OBTAINED ALL NECESSARY
PERMITS AND APPROVALS.

REVISIONS
NO. DATE DESCRIPTION
BY: []

PROJECT NO: 1428215

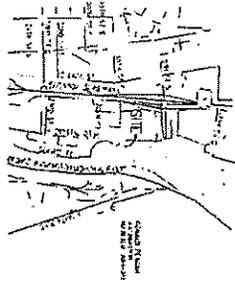


GTP-ROOFTOP VA-0110
IAD-1036-A

1081 CRYSTAL DRIVE
ASHLINGTON, VA 22802

TITLE SHEET
T-1

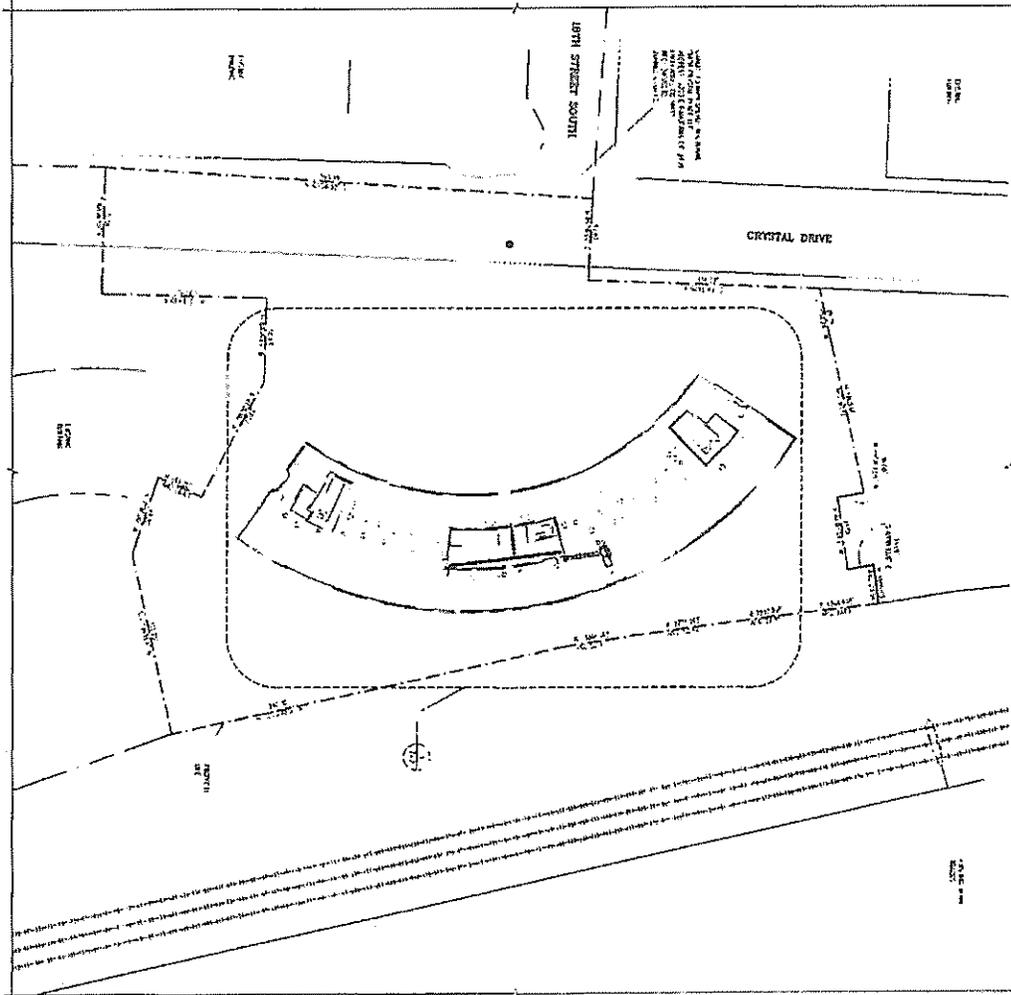
<p>SHEET DESCRIPTION</p> <p>T1 TITLE SHEET</p> <p>T2 ROOF PLAN AND EQUIPMENT LOCATION PLAN</p> <p>T3 ROOF RAILINGS ELEVATION</p> <p>T4 CABINET, PLATFORM AND ANTENNA DETAILS</p>	<p>PROJECT: WINDFARM TRACT, 66 1/2 AC. 1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC.</p>	<p>Contract No. 1-400 C.T. NUMBER 1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC.</p>	<p>PROJECT SUMMARY</p> <p>1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC.</p>	<p>CONTRACTOR'S NOTES</p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.</p>	<p>CONSULTANT TEAM</p> <p>CRICKET COMMUNICATIONS, INC. 1081 CRYSTAL DRIVE ASHLINGTON, VA 22802 Tel: (704) 585-8811</p>	<p>PROJECT SUMMARY</p> <p>1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC.</p>	<p>COMPLIANCE NOTES</p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.</p>	<p>CONTRACTOR'S NOTES</p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.</p>	<p>APPROVALS</p> <p>DATE: _____ BY: _____</p>	<p>CONTRACTOR'S NOTES</p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.</p>	<p>PROJECT SUMMARY</p> <p>1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC. 1000 AC. TRACT, 1000 AC.</p>	<p>COMPLIANCE NOTES</p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.</p>	<p>CONTRACTOR'S NOTES</p> <p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.</p>	<p>APPROVALS</p> <p>DATE: _____ BY: _____</p>
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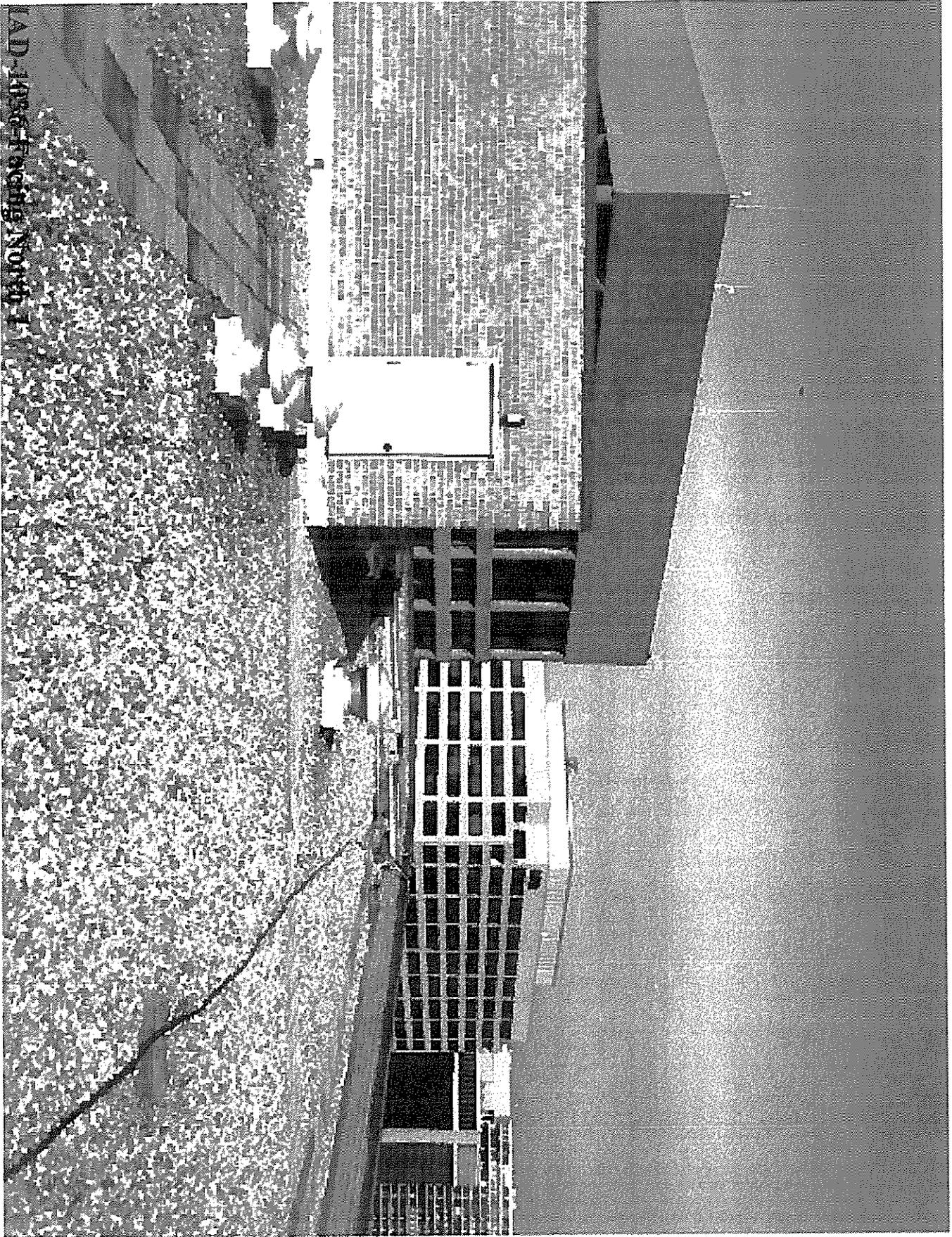
UTILITY MAP

- SITE PLAN NOTES**
1. All existing structures to be removed.
 2. All existing structures to be removed.
 3. All existing structures to be removed.
 4. All existing structures to be removed.
 5. All existing structures to be removed.
 6. All existing structures to be removed.
 7. All existing structures to be removed.
 8. All existing structures to be removed.
 9. All existing structures to be removed.
 10. All existing structures to be removed.

- LINE TYPES**
- SOLID LINE - EXISTING
 - DASHED LINE - PROPOSED
 - DOTTED LINE - EXISTING
 - DASH-DOTTED LINE - PROPOSED
 - LONG DASH LINE - EXISTING
 - SHORT DASH LINE - PROPOSED
 - THICK LINE - EXISTING
 - THIN LINE - PROPOSED
 - THICK DOTTED LINE - EXISTING
 - THIN DOTTED LINE - PROPOSED
 - THICK DASH-DOTTED LINE - EXISTING
 - THIN DASH-DOTTED LINE - PROPOSED



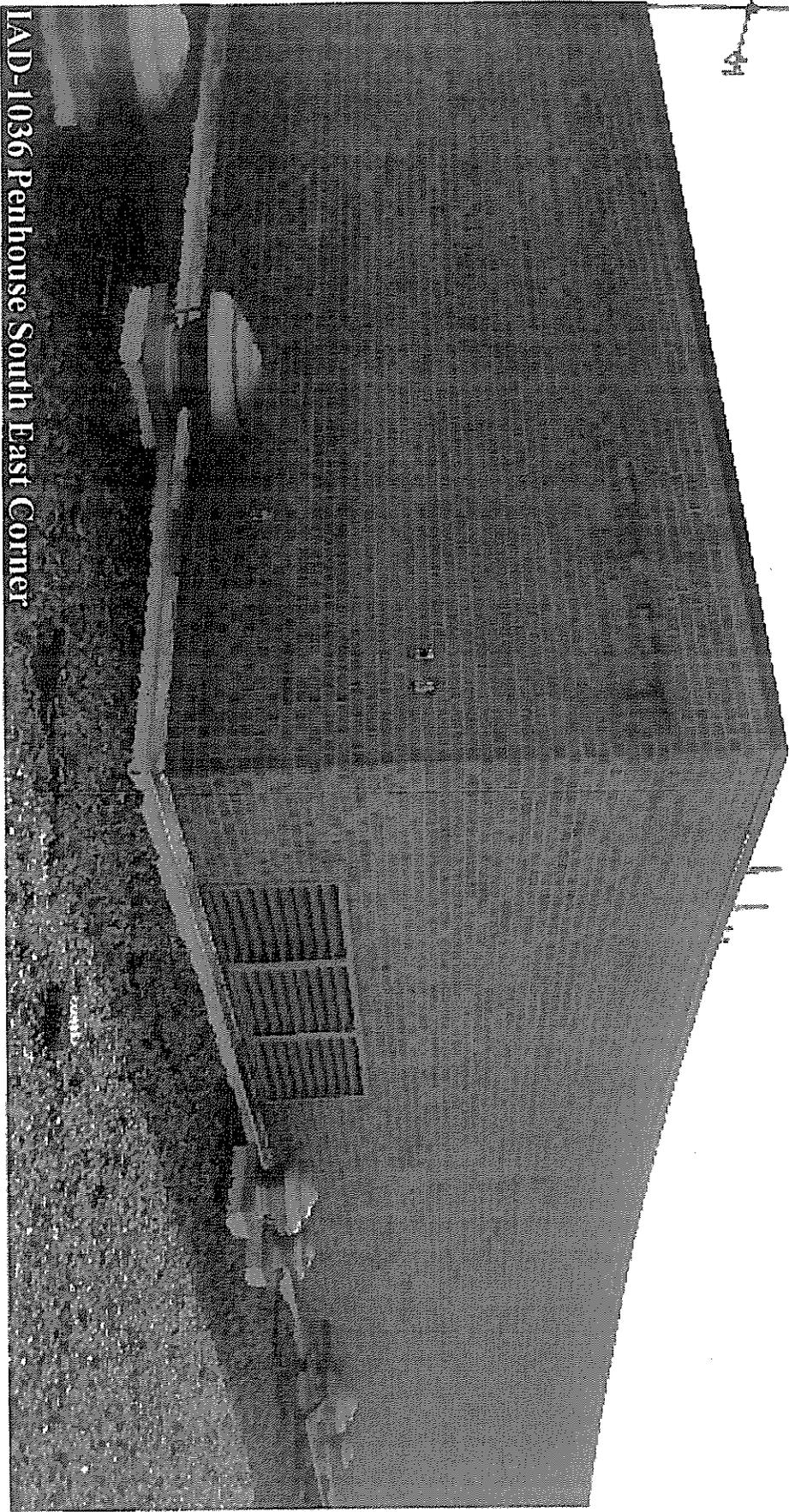
<p>401 SOUTH BROADWAY ROAD ELIZABETH, NJ 07208</p>							
<p>4000 RINGBROOK DRIVE, SUITE 200 FARMINGTON, CT 06030 TEL: 860.634.0001</p>							
<p>12. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.</p>							
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<p>CLIENT</p> <p>GI-POSTOP VA-110</p>							
<p>SITE NUMBER</p> <p>LD-1035-A</p>							
<p>SITE ADDRESS</p> <p>1001 CRYSTAL DRIVE ARLINGTON, VA 22202</p>							
<p>ROOFTOP</p>							
<p>SCALE</p> <p>AS SHOWN</p>							
<p>SHEET</p> <p>24</p>							



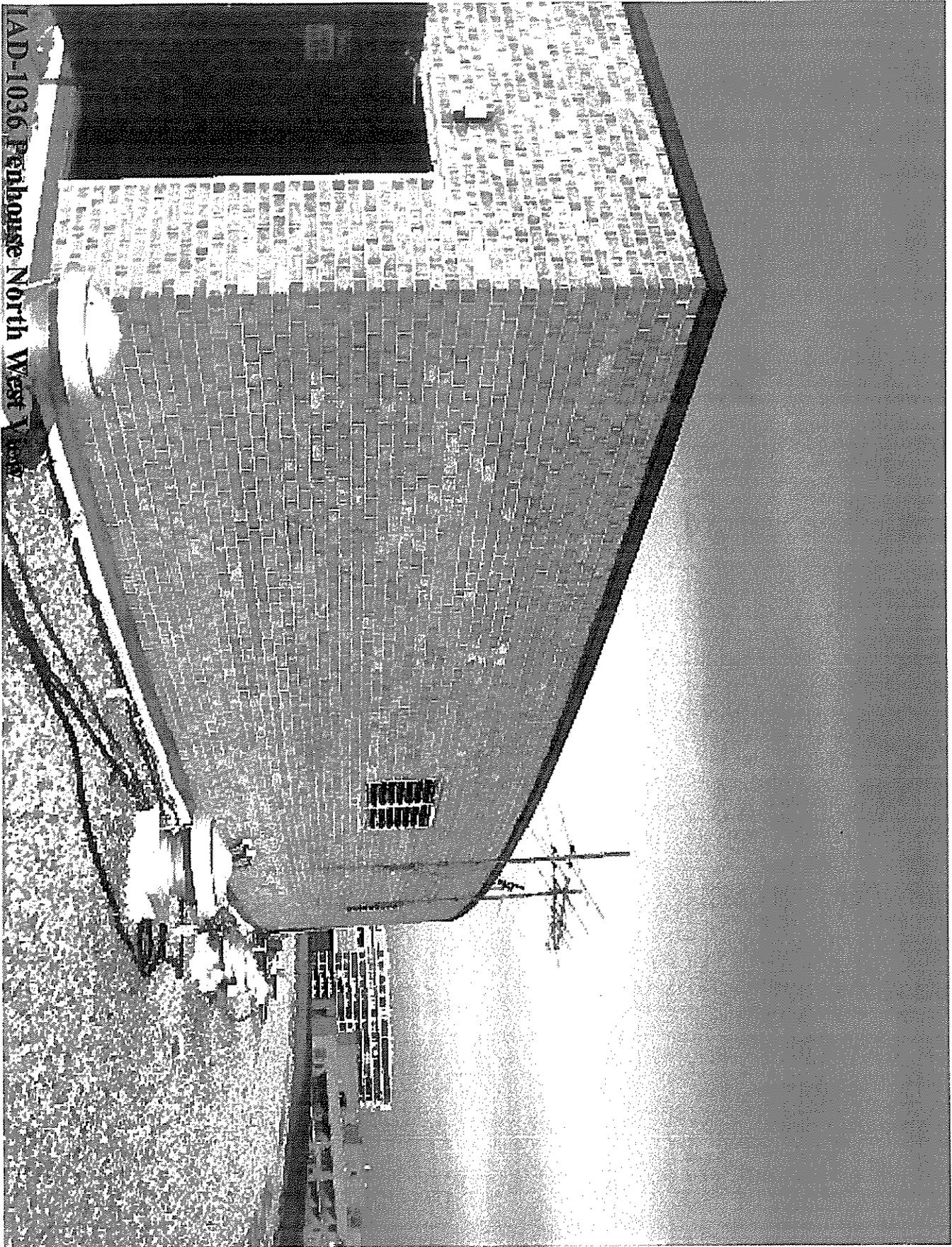
AD-103670009 NOV 07

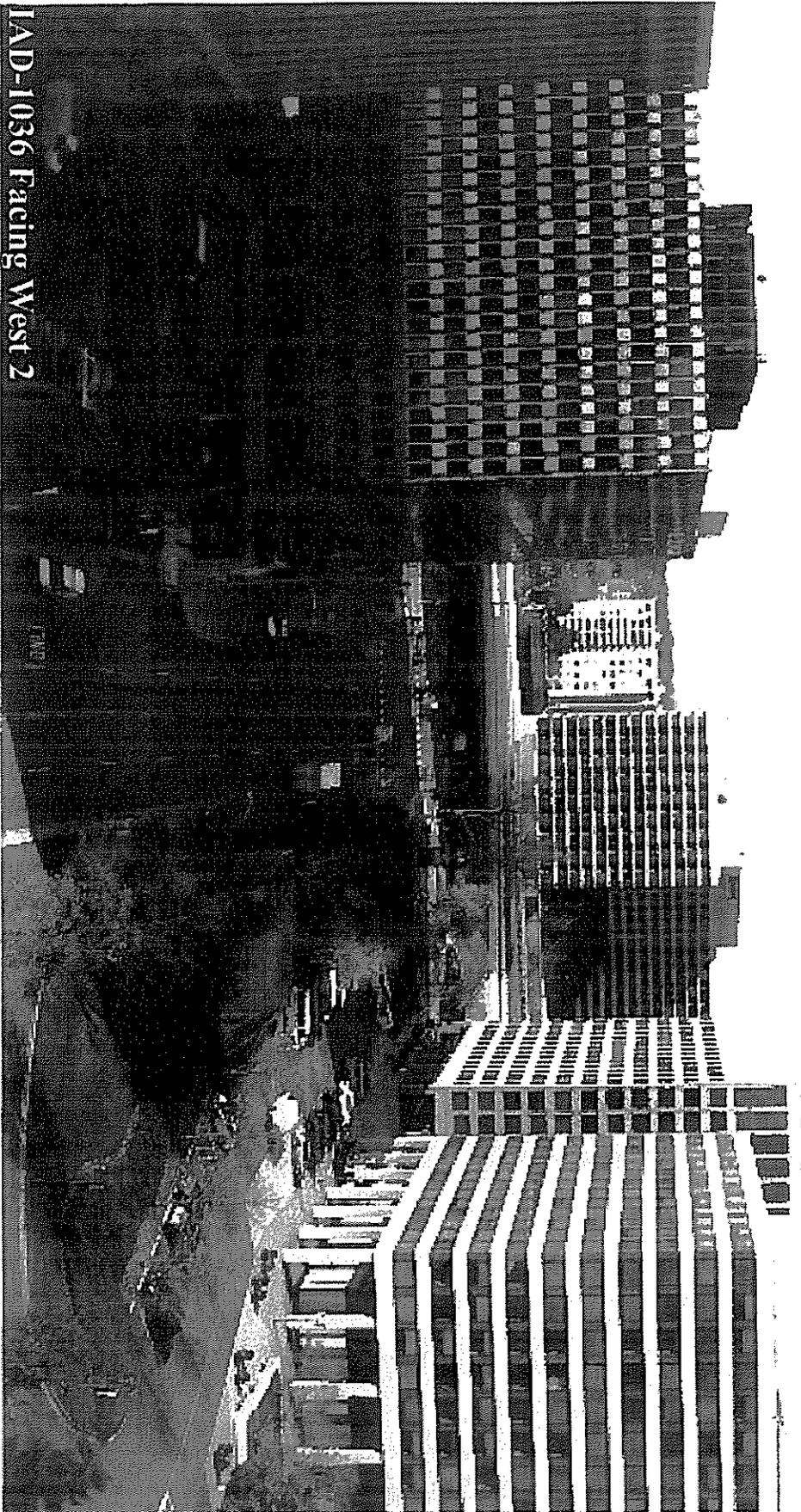


IAD-1036 West View Front Bldg.

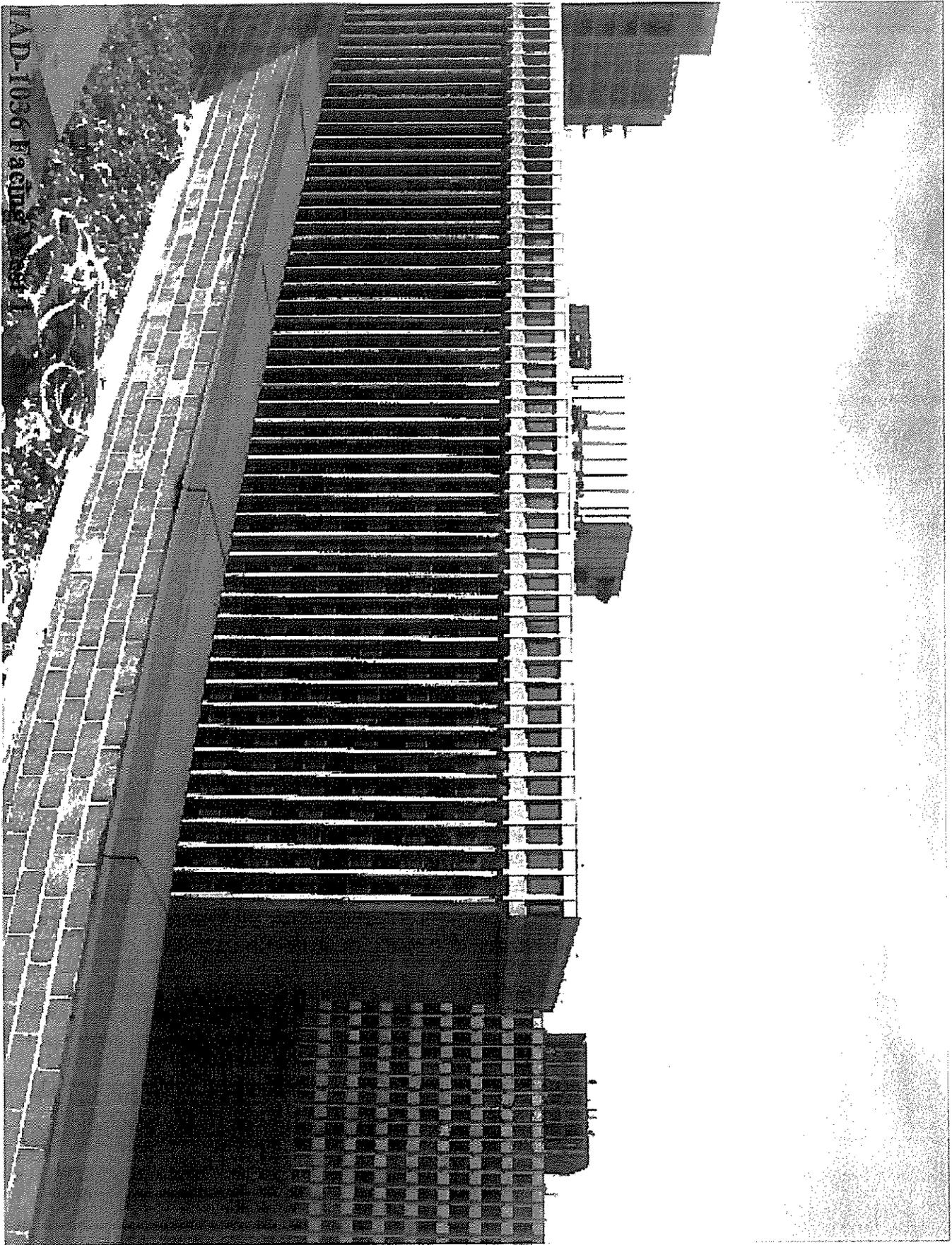


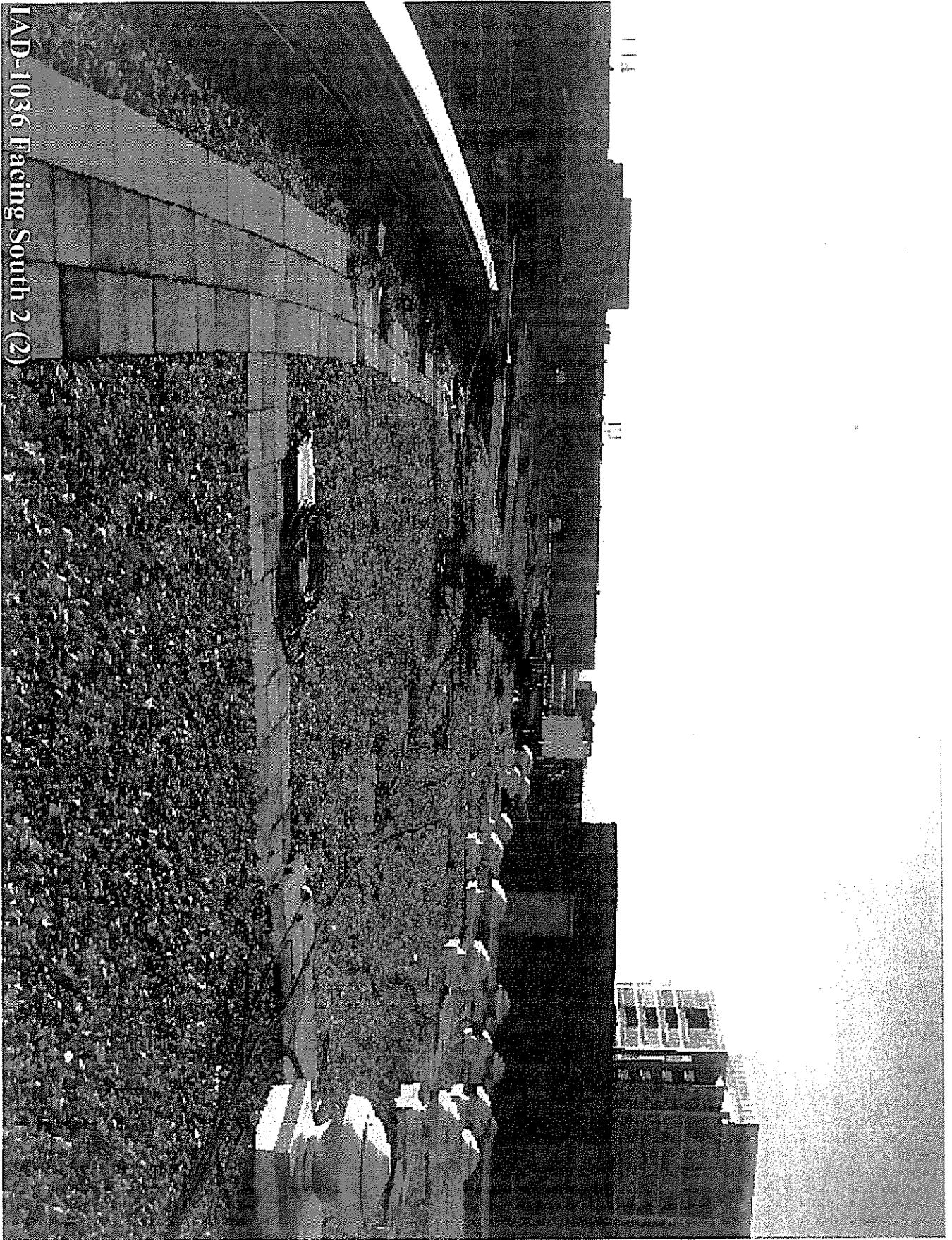
IAD-1036 Penhouse South East Corner



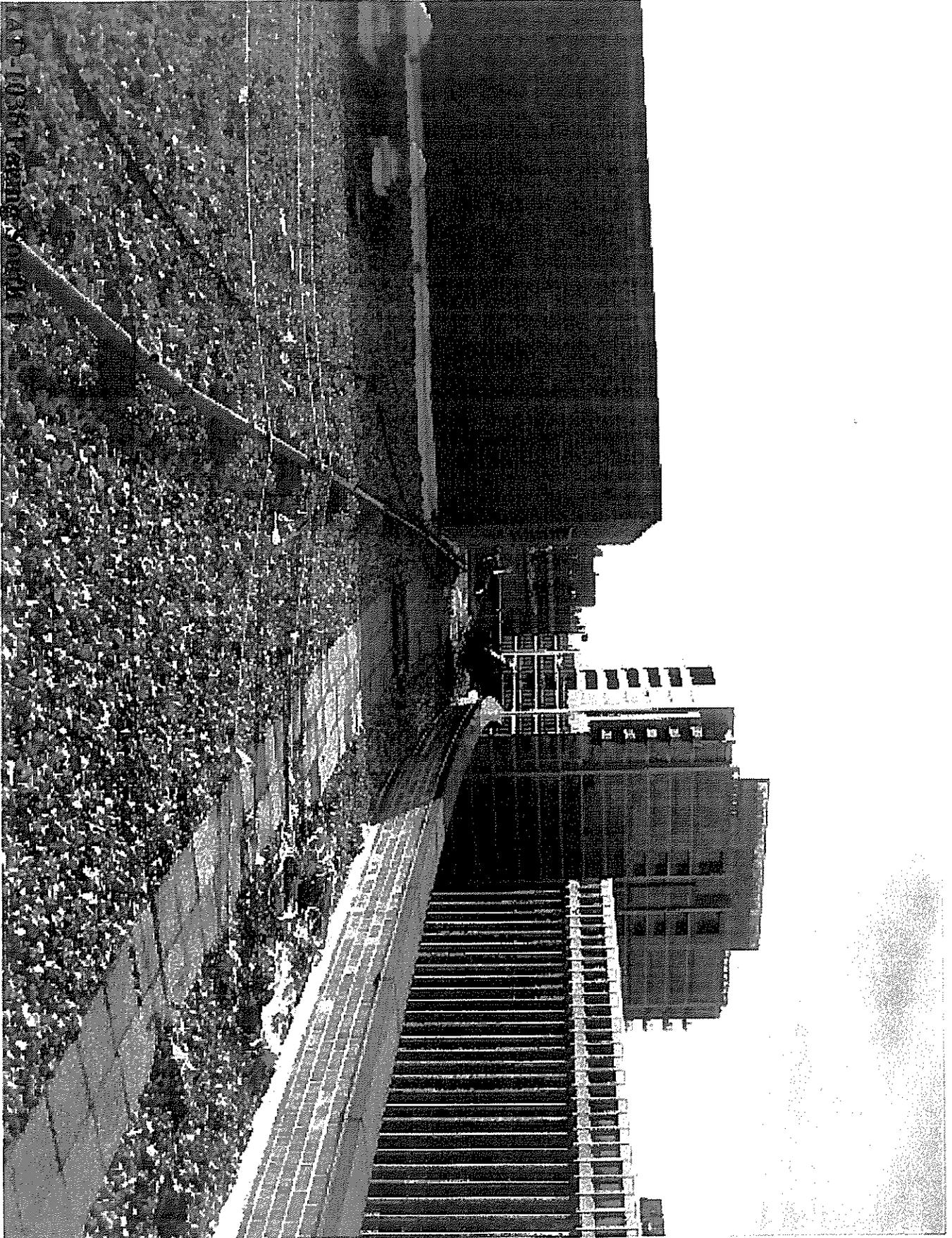


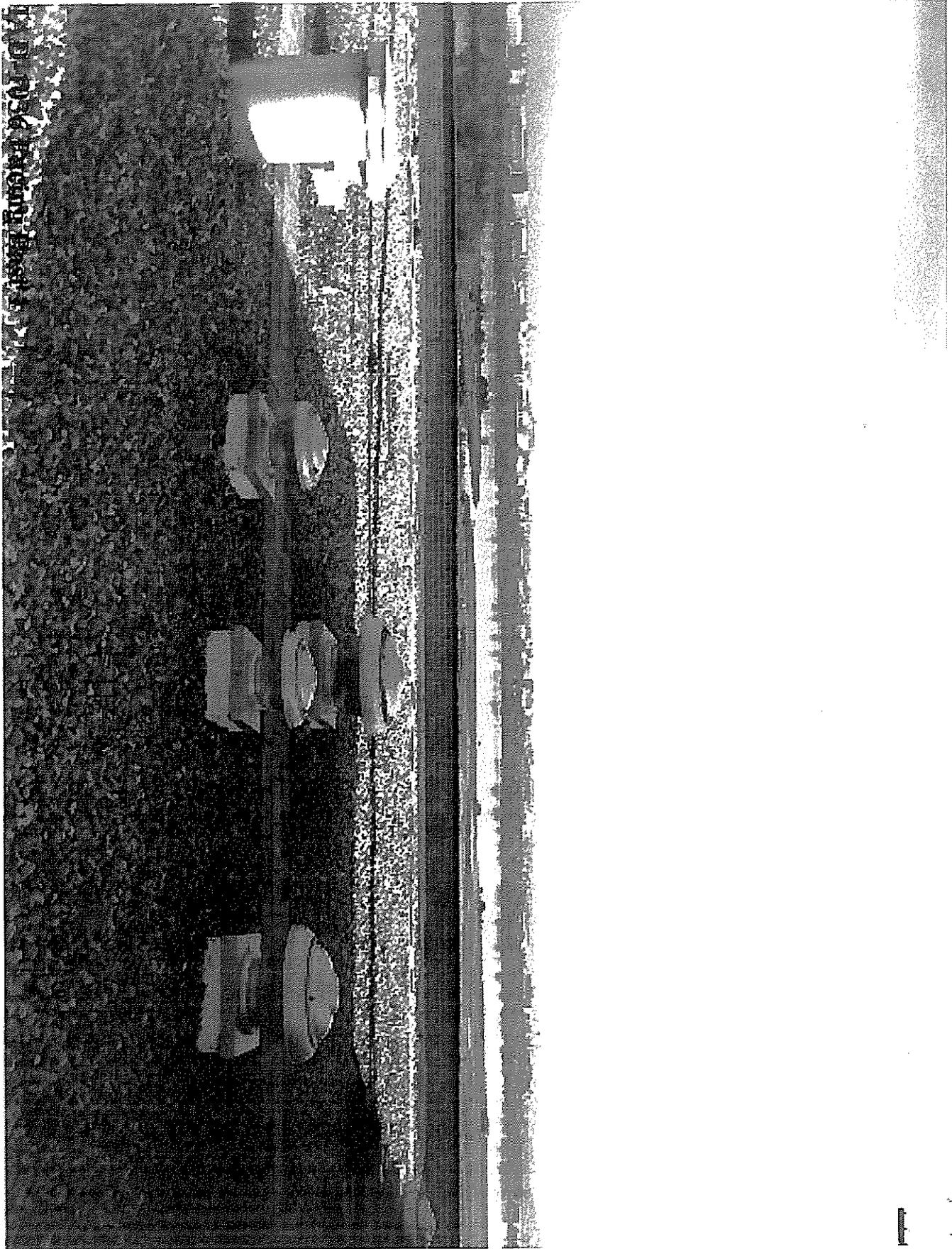
IAD-1036 Facing West 2

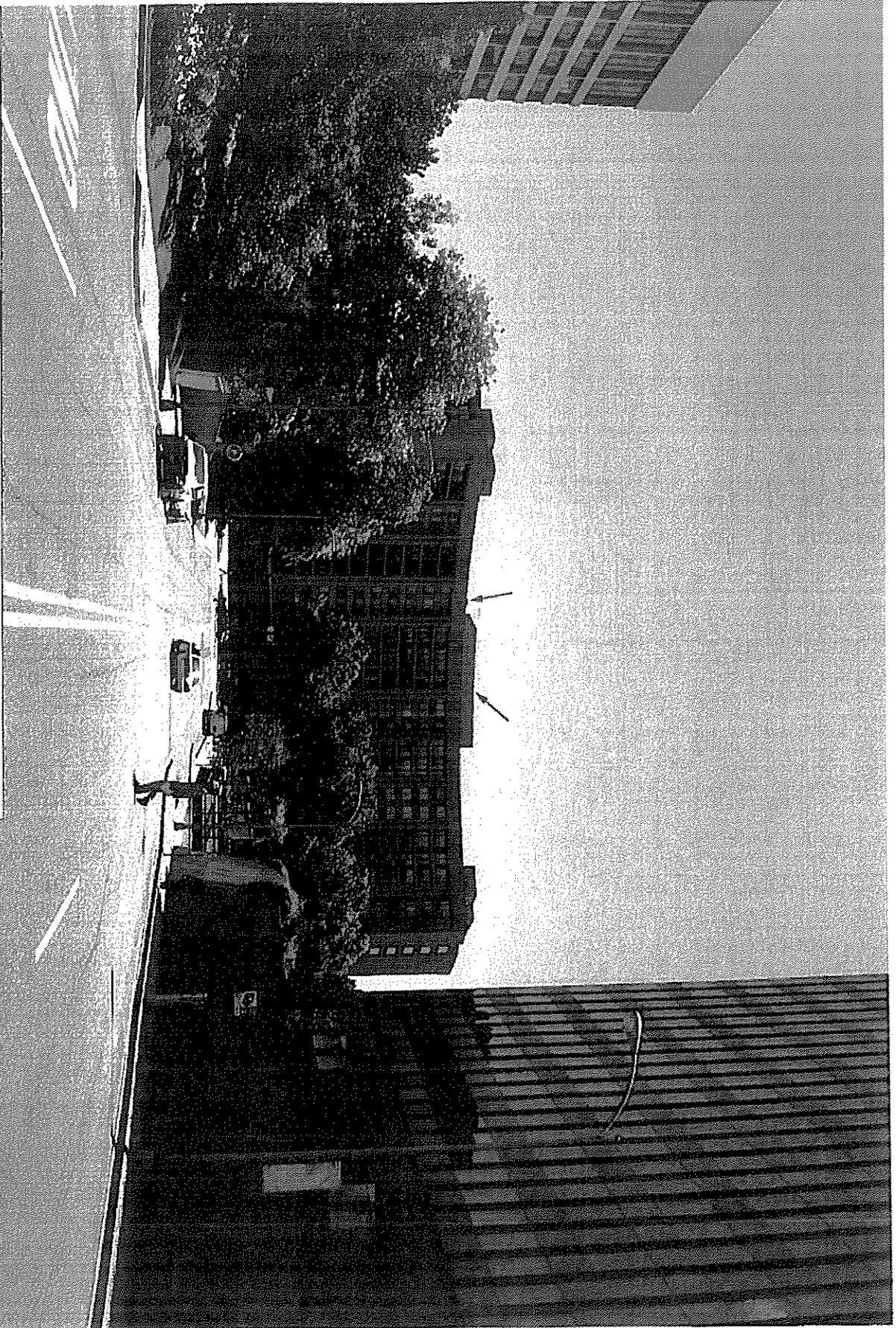




IAD-1036 Facing South 2 (2)



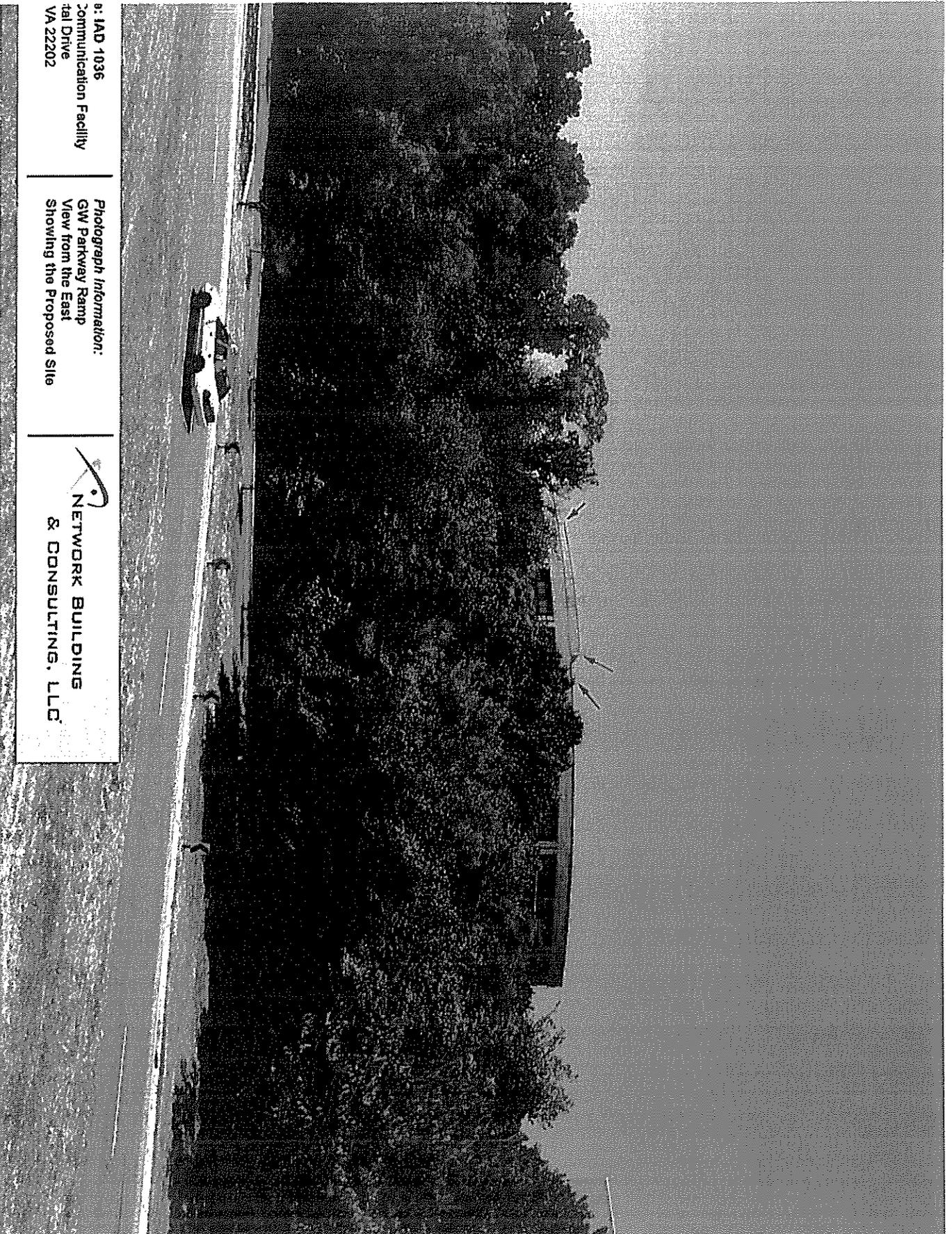




3: IAD 1036
Communication Facility
161 Drive
VA 22202

Photograph Information:
16th Street
View from the West
Showing the Proposed Site


NETWORK BUILDING
& CONSULTING, LLC



#: IAD 1036
Communication Facility
tall Drive
VA 22202

Photograph Information:
GW Parkway Ramp
View from the East
Showing the Proposed Site


NETWORK BUILDING
& CONSULTING, LLC



200 North Glebe Road, Suite 1000, Arlington, VA 22203-3728
703.276.1100 • 703.276.1169 fax
info@sitesafe.com • www.sitesafe.com

**Cricket Communications
Site ID - IAD-1036-A
Site Name - GTP Roof Top VA-0110
Site Compliance Report**

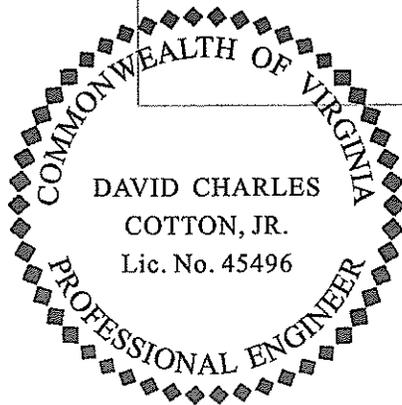
**1801 Crystal Drive
Arlington, VA 22202
Arlington County**

Latitude: N38-51-26.79
Longitude: W77-2-54.77
Structure Type: Rooftop

Report generated date: May 8, 2012
Report by: Tony DeMattia
Customer Contact: CJ Yang

**Cricket Communications will be Compliant
based on FCC Rules and Regulations.**

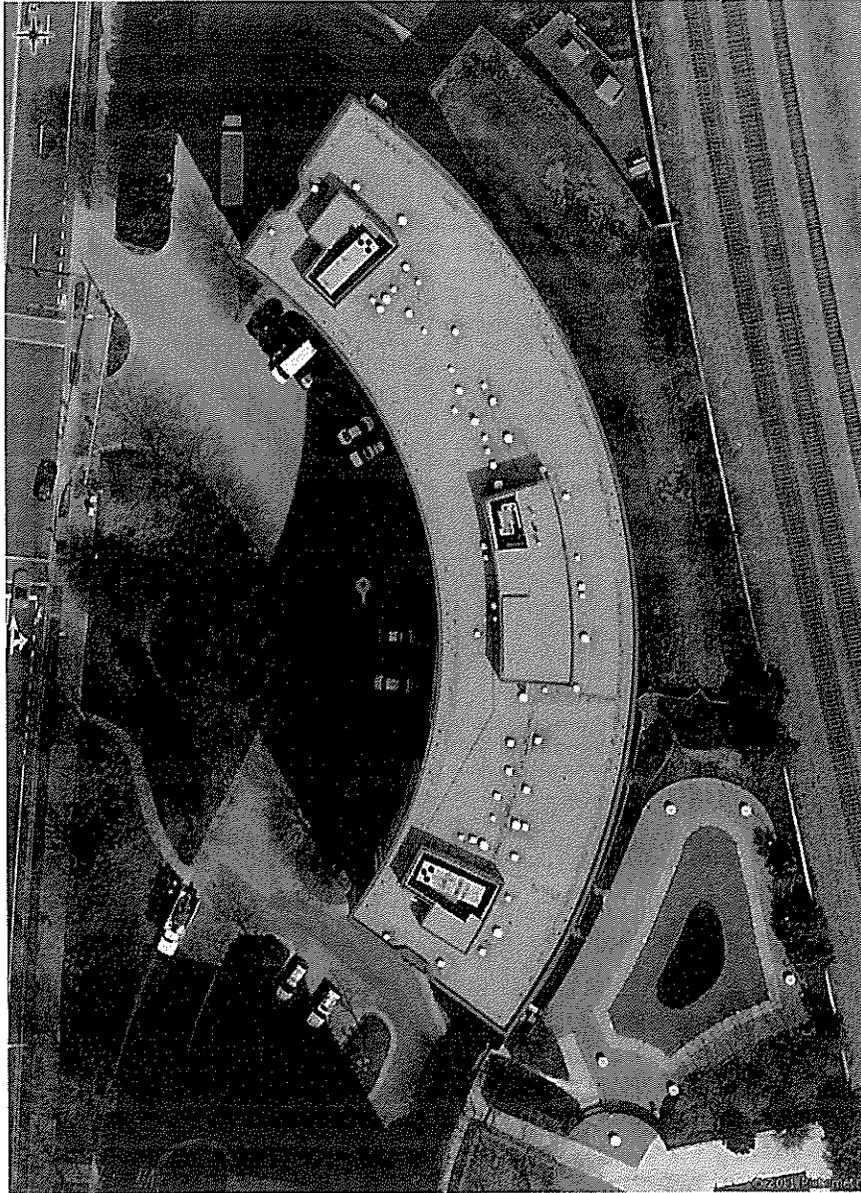
© 2012 Sitesafe, Inc. Arlington, VA



**David Charles Cotton, Jr.
Professional Engineer
Commonwealth of Virginia, 0402045496
Date: 2012-May-09**



**Cricket Communications
GTP Roof Top VA-0110 IAD-1036-A
Radio Frequency (RF) Site Compliance Report**



1801 Crystal Drive, Arlington, VA 22202



Table of Contents

1 EXECUTIVE SUMMARY 3

2 REGULATORY BASIS 4

 2.1 FCC RULES AND REGULATIONS 4

 2.2 OSHA STATEMENT 5

3 SITE COMPLIANCE 6

 3.1 SITE COMPLIANCE STATEMENT 6

 3.2 ACTIONS FOR SITE COMPLIANCE 6

4 SAFETY PLAN AND PROCEDURES 7

5 ANALYSIS 8

 5.1 RF EMISSIONS DIAGRAM 8

6 SITE AUDIT 10

 6.1 ANTENNA INVENTORY 10

7 ENGINEER CERTIFICATION 12

APPENDIX A – STATEMENT OF LIMITING CONDITIONS 13

APPENDIX B – ASSUMPTIONS AND DEFINITIONS 14

 GENERAL MODEL ASSUMPTIONS 14

 USE OF GENERIC ANTENNAS 14

 DEFINITIONS 15

APPENDIX C – RULES & REGULATIONS 17

 EXPLANATION OF APPLICABLE RULES AND REGULATIONS 17

 OCCUPATIONAL ENVIRONMENT EXPLAINED 17

APPENDIX D – GENERAL SAFETY RECOMMENDATIONS 18

 ADDITIONAL INFORMATION 19



1 Executive Summary

Cricket Communications has contracted with Sitesafe, Inc. (Sitesafe), an independent Radio Frequency (RF) regulatory and engineering consulting firm, to determine whether the proposed communications site, IAD-1036-A - GTP Roof Top VA-0110, located at 1801 Crystal Drive, Arlington, VA, is in compliance with Federal Communication Commission (FCC) Rules and Regulations for RF emissions.

This report contains a detailed summary of the RF environment at the site including:

- diagram of the site;
- inventory of the make / model of all antennas
- theoretical MPE based on modeling.

This report addresses exposure to radio frequency electromagnetic fields in accordance with the FCC Rules and Regulations for all individuals, classified in two groups, "Occupational or Controlled" and "General Public or Uncontrolled." This **site will be compliant** with the FCC rules and regulations, as described in OET Bulletin 65.

This document and the conclusions herein are based on the information provided by Cricket Communications.

If you have any questions regarding RF safety and regulatory compliance, please do not hesitate to contact Sitesafe's Customer Support Department at (703) 276-1100.



2 Regulatory Basis

2.1 FCC Rules and Regulations

In 1996, the Federal Communication Commission (FCC) adopted regulations for the evaluating of the effects of RF emissions in 47 CFR § 1.1307 and 1.1310. The guideline from the FCC Office of Engineering and Technology is Bulletin 65 ("OET Bulletin 65"), *Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields*, Edition 97-01, published August 1997. Since 1996 the FCC periodically reviews these rules and regulations as per their congressional mandate.

FCC regulations define two separate tiers of exposure limits: Occupational or "Controlled environment" and General Public or "Uncontrolled environment". The General Public limits are generally five times more conservative or restrictive than the Occupational limit. These limits apply to accessible areas where workers or the general public may be exposed to Radio Frequency (RF) electromagnetic fields.

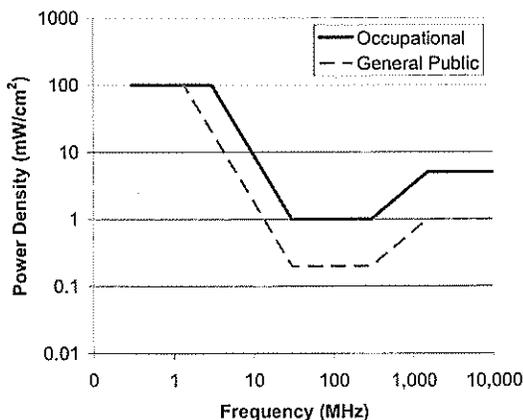
Occupational or Controlled limits apply in situations in which persons are exposed as a consequence of their employment and where those persons exposed have been made fully aware of the potential for exposure and can exercise control over their exposure.

An area is considered a Controlled environment when access is limited to these aware personnel. Typical criteria are restricted access (i.e. locked or alarmed doors, barriers, etc.) to the areas where antennas are located coupled with proper RF warning signage. A site with Controlled environments is evaluated with Occupational limits.

All other areas are considered Uncontrolled environments. If a site has no access controls or no RF warning signage it is evaluated with General Public limits.

The theoretical modeling of the RF electromagnetic fields has been performed in accordance with OET Bulletin 65. The Maximum Permissible Exposure (MPE) limits utilized in this analysis are outlined in the following diagram:

FCC Limits for Maximum Permissible Exposure (MPE)
Plane-wave Equivalent Power Density





Limits for Occupational/Controlled Exposure (MPE)

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1500	--	--	f/300	6
1500-100,000	--	--	5	6

Limits for General Population/Uncontrolled Exposure (MPE)

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

f = frequency in MHz *Plane-wave equivalent power density

2.2 OSHA Statement

The General Duty clause of the OSHA Act (Section 5) outlines the occupational safety and health responsibilities of the employer and employee. The General Duty clause in Section 5 states:

- (a) Each employer –
- (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees;
 - (2) shall comply with occupational safety and health standards promulgated under this Act.
- (b) Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to his own actions and conduct.

OSHA has defined Radiofrequency and Microwave Radiation safety standards for workers who may enter hazardous RF areas. Regulation Standards 29 CFR § 1910.147 identify a generic Lock Out Tag Out procedure aimed to control the unexpected energization or start up of machines when maintenance or service is being performed.



3 Site Compliance

3.1 Site Compliance Statement

Upon evaluation of the cumulative RF emission levels from all operators at this site, Sitesafe has determined that:

This **site will be compliant** with the FCC rules and regulations, as described in OET Bulletin 65.

Cricket Communications is predicted to contribute **greater than 5%** of the maximum permissible exposure (MPE) based on theoretical modeling using parameters supplied by the client. A detailed explanation of the 5% rule can be found in the Definition section of Appendix B.

The compliance determination is based on General Public MPE levels based on theoretical modeling, RF signage placement recommendations, proposed antenna inventory and the level of restricted access to the antennas at the site. Any deviation from the Cricket Communications's proposed deployment plan could result in the site being rendered non-compliant.

3.2 Actions for Site Compliance

Based on common industry practice and our understanding of FCC and OSHA requirements, this section provides a statement of recommendations for site compliance. RF alert signage recommendations have been proposed based on theoretical analysis of MPE levels. Barriers can consist of locked doors, fencing, railing, rope, chain, paint striping or tape, combined with RF alert signage.

This site will be compliant with the FCC rules and regulations. However, because Cricket Communications is predicted to contribute greater than 5% of the maximum permissible exposure (MPE), *should the site be subsequently deemed non-compliant for any reason, any wireless operator(s) who contribute greater than 5% of the maximum permissible energy would be jointly liable for bringing the site into compliance.*



4 Safety Plan and Procedures

The following items are general safety recommendations that should be administered on a site by site basis as needed by the carrier.

General Maintenance Work: Any maintenance personnel required to work immediately in front of antennas and / or in areas indicated as above 100% of the Occupational MPE limits should coordinate with the wireless operators to disable transmitters during their work activities.

Training and Qualification Verification: All personnel accessing areas indicated as exceeding the General Population MPE limits should have a basic understanding of EME awareness and RF Safety procedures when working around transmitting antennas. Awareness training increases a workers understanding to potential RF exposure scenarios. Awareness can be achieved in a number of ways (e.g. videos, formal classroom lecture or internet based courses).

Physical Access Control: Access restrictions to transmitting antennas locations is the primary element in a site safety plan. Examples of access restrictions are as follows:

- Locked door or gate
- Alarmed door
- Locked ladder access
- Restrictive Barrier at antenna (e.g. Chain link with posted RF Sign)

RF Signage: Everyone should obey all posted signs at all times. RF signs play an important role in properly warning a worker prior to entering into a potential RF Exposure area.

Assume all antennas are active: Due to the nature of telecommunications transmissions, an antenna transmits intermittently. Always assume an antenna is transmitting. Never stop in front of an antenna. If you have to pass by an antenna, move through as quickly and safely as possible thereby reducing any exposure to a minimum.

Maintain a 3 foot clearance from all antennas: There is a direct correlation between the strength of an EME field and the distance from the transmitting antenna. The further away from an antenna, the lower the corresponding EME field is.

Site RF Emissions Diagram: Section 5 of this report contains an RF Diagram that outlines various theoretical Maximum Permissible Exposure (MPE) areas at the site. The modeling is a worst case scenario assuming a duty cycle of 100% for each transmitting antenna at full power. This analysis is based on one of two access control criteria: General Public criteria means the access to the site is uncontrolled and anyone can gain access. Occupational criteria means the access is restricted and only properly trained individuals can gain access to the antenna locations.



5 Analysis

5.1 RF Emissions Diagram

The RF diagram(s) below display theoretical spatially averaged percentage of the Maximum Permissible Exposure for all systems at the site unless otherwise noted. These diagrams use modeling as proscribed in OET Bulletin 65 and assumptions detailed in Appendix B.

The key at the bottom of each diagram indicates if percentages displayed are referenced to FCC Occupational or General Public Maximum Permissible Exposure (MPE) limits. Color coding on the diagram is as follows:

- Areas indicated as Gray are below 5% of the MPE limits.
- Green represents areas predicted to be between 5% and 20% of the MPE limits.
- Yellow represents areas predicted to be between 20% and 100% of the MPE limits.
- Red areas indicated predicted levels greater than 100% of the MPE limits.

General Population diagrams are specified when an area is accessible to the public; i.e. personnel that do not meet Occupational or RF Safety trained criteria, could gain access.

If trained occupational personnel require access to areas that are delineated as Red or above 100% of the limit, Sitesafe recommends that they utilize the proper personal protection equipment (RF monitors), coordinate with the carriers to reduce or shutdown power, or make real-time power density measurements with the appropriate power density meter to determine real-time MPE levels. This will allow the personnel to ensure that their work area is within exposure limits.

The key at the bottom also indicates the level or height of the modeling with respect to the main level. The origin is typically referenced to the main rooftop level, or ground level for a structure without access to the antenna level. For example:

Average from 0 feet above to 6 feet above origin

and

Average from 20 feet above to 26 feet above origin

The first indicates modeling at the main rooftop (or ground) level averaged over 6 feet. The second indicates modeling at a higher level (possibly a penthouse level) of 20 feet averaged over 6 feet.

Abbreviations used in the RF Emissions Diagrams

PH=##'	Penthouse at ## feet above main roof
--------	--------------------------------------

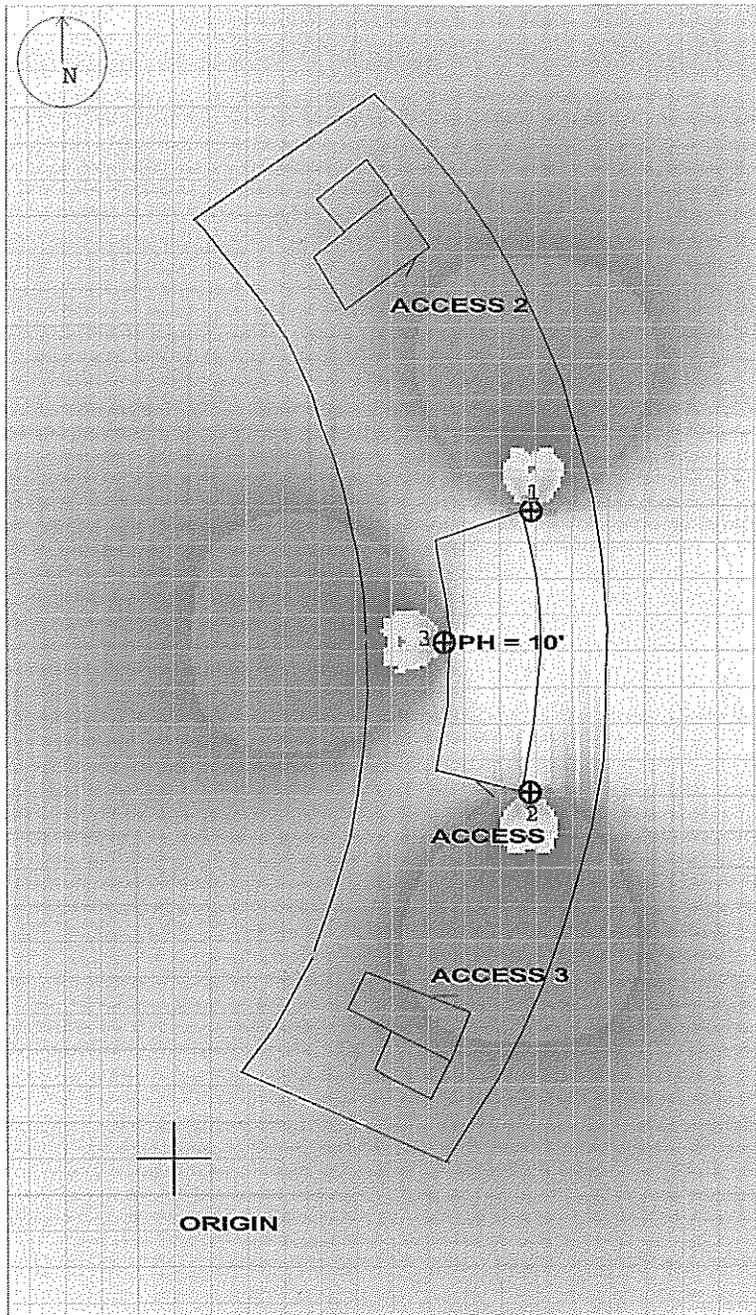
Additional Information in the RF Emissions Diagrams Key



The RF Emission Diagram provides indications of RF signage, barriers and locked doors. The table below lists the abbreviations used to indicate locked doors, signs and barriers:

Table 1: RF Signage and Barrier Key					
RF Signage			Barriers		
Type	Existing Location	Recommended Location	Type	Existing Location	Recommended Location
Notice	<u>NE</u>	<u>NR</u>	Locked Door	<u>LE</u>	<u>LR</u>
Caution	<u>CE</u>	<u>CR</u>	Fencing	<u>RE</u>	<u>RR</u>
Warning	<u>WE</u>	<u>WR</u>	Rope Chain		
Info Sign	<u>IE</u>		Paint Stripes		

RF Emissions Diagram for: GTP Roof Top VA-0110 Main Level

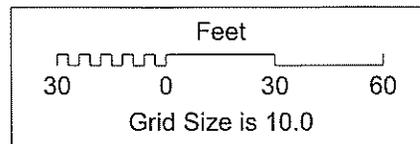


% of FCC Public Exposure Limit
Average from 0 feet above to 6 feet above origin

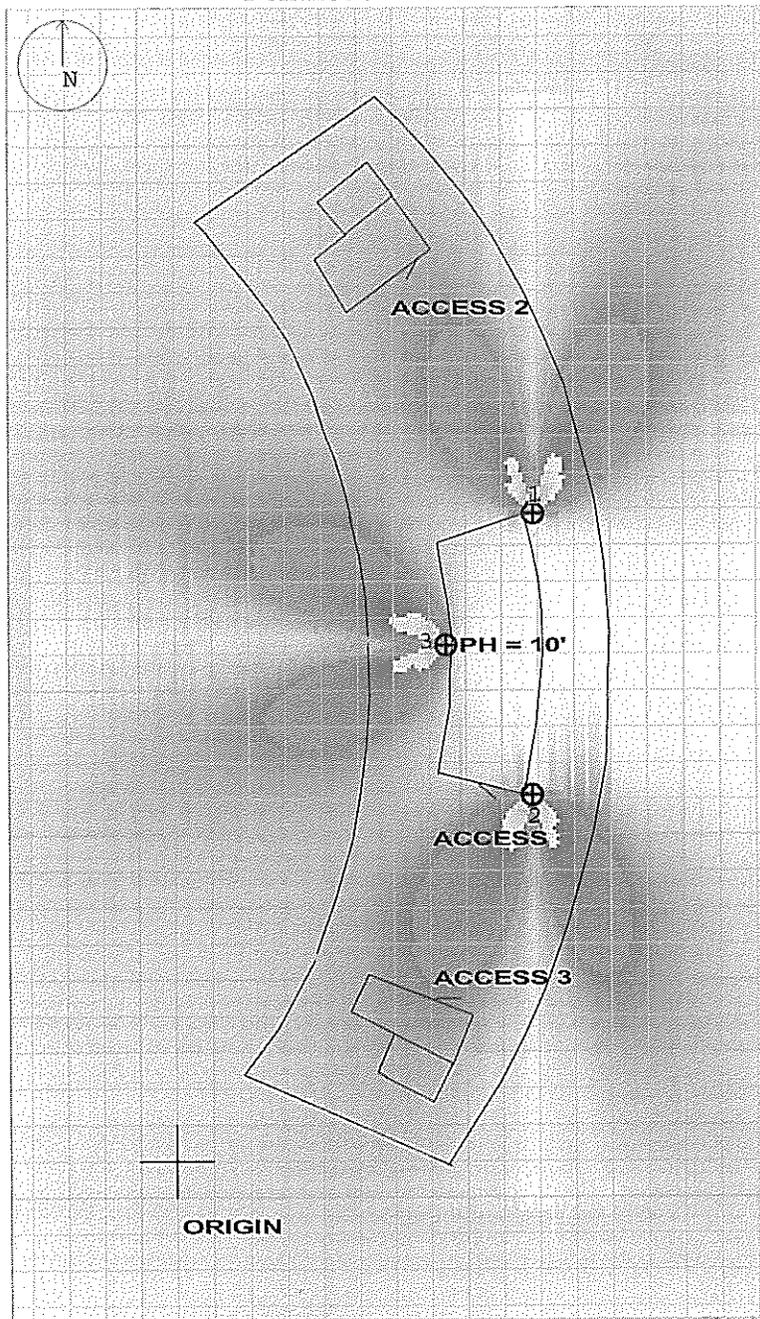
- $100 \leq X$
- $20 \leq X < 100$
- $5 \leq X < 20$
- $X \leq 5$

 **sitesafe**
www.sitesafe.com
 Sitesafe ID# 82288
 Site Name: GTP Roof Top VA-0110

Sitesafe Inc. assumes no responsibility for modeling results not verified by Sitesafe personnel.
 Contact Sitesafe Inc. for modeling assistance (703) 876-1100
 Sitesafe Inc. Version Unavailable
 4/9/2012



RF Emissions Diagram for: GTP Roof Top VA-0110 Penthouse Level 10'

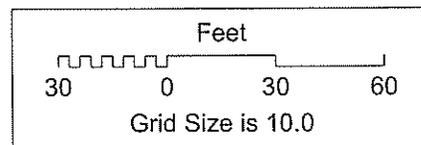


% of FCC Public Exposure Limit
Average from 10 feet above to 16 feet above origin

- 100 ≤ X
- 20 ≤ X < 100
- 5 ≤ X < 20
- X ≤ 5

sitesafe
www.sitesafe.com
Sitesafe ID# 82288
Site Name: GTP Roof Top VA-0110

Sitesafe Inc. assumes no responsibility for modeling results not verified by Sitesafe personnel.
Contact Sitesafe Inc. for modeling assistance (703) 270-1100
Sitesafe TC Version unavailable
4/8/2012





6 Site Audit

6.1 Antenna Inventory

The Antenna Inventory shows all transmitting antennas at the site. This inventory was provided by the customer, and was utilized by Sitesafe to perform theoretical modeling of RF emissions. The inventory coincides with the site diagrams in this report, identifying each antenna's location at IAD-1036-A - GTP Roof Top VA-0110. The antenna information collected includes the following information:

- Licensee or wireless operator name
- Frequency or frequency band
- Transmitter power – Effective Radiated Power ("ERP"), or Equivalent Isotropic Radiated Power ("EIRP") in Watts
- Antenna manufacturer make, model, and gain

For other carriers at this site, the use of "Generic" as an antenna model, or "Unknown" for an operator means the information with regard to carrier, their FCC license and/or antenna information was not available nor could it be secured while on site. Equipment, antenna models and nominal transmit power were used for modeling, based on past experience with radio service providers.



The following antenna inventory and representative photographs, on this and the following page, were obtained or verified during the site visit and were utilized to create the site model diagrams:

Table 3: Antenna Inventory

Ant #	Operated By	TX Freq (MHz)	ERP (Watts)	Antenna Gain (dBd)	Az (Deg)	Antenna Model	Ant Type	Len (ft)	Horizontal Half Power Beamwidth (Deg)	Location		
										X	Y	Z
1	Cricket Communications	2110	1000	16.56	0	Antel WBX065A19R250 (Proposed)	Panel	4	65	99'	179'	8'
2	Cricket Communications	2110	1000	16.56	180	Antel WBX065A19R250 (Proposed)	Panel	4	65	98'	101'	8'
3	Cricket Communications	2110	1000	16.56	270	Antel WBX065A19R250 (Proposed)	Panel	4	65	75'	142'	8'

NOTE: X, Y and Z indicate relative position of the antenna to the origin location on the site, displayed in the model results diagram. Specifically, the Z reference indicates antenna height above the main site level unless otherwise indicated. ERP values provided by the client and used in the modeling may be greater than are currently deployed. For other carriers at this site the use of "Generic" as an antenna model or "Unknown" for a wireless operator means the information with regard to carrier, their FCC license and/or antenna information was not available nor could it be secured while on site. Equipment, antenna models and nominal transmit power were used for modeling, based on past experience with radio service providers.



7 Engineer Certification

The professional engineer whose seal appears on the cover of this document hereby certifies and affirms that:

I am registered as a Professional Engineer in the jurisdiction indicated in the professional engineering stamp on the cover of this document; and

That I am an employee of Sitesafe, Inc., in Arlington, Virginia, at which place the staff and I provide RF compliance services to clients in the wireless communications industry; and

That I am thoroughly familiar with the Rules and Regulations of the Federal Communications Commission (FCC) as well as the regulations of the Occupational Safety and Health Administration (OSHA), both in general and specifically as they apply to the FCC Guidelines for Human Exposure to Radio-frequency Radiation; and

That survey measurements of the site environment of the site identified as IAD-1036-A - GTP Roof Top VA-0110 have been performed in order to determine where there might be electromagnetic energy that is in excess of both the Controlled Environment and Uncontrolled Environment levels; and

That I have thoroughly reviewed this Site Compliance Report and believe it to be true and accurate to the best of my knowledge as assembled by and attested to by Tony DeMattia.

May 8, 2012



Appendix A – Statement of Limiting Conditions

Sitesafe field personnel visited the site and collected data with regard to the RF environment. Sitesafe will not be responsible for matters of a legal nature that affect the site or property. The property was visited under the premise that it is under responsible ownership and management and our client has the legal right to conduct business at this facility.

Due to the complexity of some wireless sites, Sitesafe performed this visit and created this report utilizing best industry practices and due diligence. Sitesafe cannot be held accountable or responsible for anomalies or discrepancies due to actual site conditions (i.e., mislabeling of antennas or equipment, inaccessible cable runs, inaccessible antennas or equipment, etc.) or information or data supplied by Cricket Communications, the site manager, or their affiliates, subcontractors or assigns.

Sitesafe has provided computer generated model(s) in this Site Compliance Report to show approximate dimensions of the site, and the model is included to assist the reader of the compliance report to visualize the site area, and to provide supporting documentation for Sitesafe's recommendations.

Sitesafe may note in the Site Compliance Report any adverse physical conditions, such as needed repairs, observed during the survey of the subject property or that Sitesafe became aware of during the normal research involved in performing this survey. Sitesafe will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because Sitesafe is not an expert in the field of mechanical engineering or building maintenance, the Site Compliance Report must not be considered a structural or physical engineering report.

Sitesafe obtained information used in this Site Compliance Report from sources that Sitesafe considers reliable and believes them to be true and correct. Sitesafe does not assume any responsibility for the accuracy of such items that were furnished by other parties. When conflicts in information occur between data provided by a second party and physical data collected by Sitesafe, the physical data will be used.



Appendix B – Assumptions and Definitions

General Model Assumptions

In this site compliance report, it is assumed that all antennas are operating at **full power at all times**. Software modeling was performed for all transmitting antennas located on the site. Sitesafe has further assumed a 100% duty cycle and maximum radiated power.

The site has been modeled with these assumptions to show the maximum RF energy density. Sitesafe believes this to be a *worst-case* analysis, based on best available data. Areas modeled to predict emissions greater than 100% of the applicable MPE level may not actually occur, but are shown as a *worst-case* prediction that could be realized real time. Sitesafe believes these areas to be safe for entry by occupationally trained personnel utilizing appropriate personal protective equipment (in most cases, a personal monitor).

Thus, at any time, if power density measurements were made, we believe the real-time measurements would indicate levels below those depicted in the RF emission diagram(s) in this report. By modeling in this way, Sitesafe has conservatively shown exclusion areas – areas that should not be entered without the use of a personal monitor, carriers reducing power, or performing real-time measurements to indicate real-time exposure levels.

Use of Generic Antennas

For the purposes of this report, the use of "Generic" as an antenna model, or "Unknown" for an operator means the information about a carrier, their FCC license and/or antenna information was not provided and could not be obtained while on site. In the event of unknown information, Sitesafe will use our industry specific knowledge of equipment, antenna models, and transmit power to model the site. If more specific information can be obtained for the unknown measurement criteria, Sitesafe recommends remodeling of the site utilizing the more complete and accurate data. Information about similar facilities is used when the service is identified and associated with a particular antenna. If no information is available regarding the transmitting service associated with an unidentified antenna, using the antenna manufacturer's published data regarding the antenna's physical characteristics makes more conservative assumptions.

Where the frequency is unknown, Sitesafe uses the closest frequency in the antenna's range that corresponds to the highest Maximum Permissible Exposure (MPE), resulting in a conservative analysis.



Definitions

5% Rule – The rules adopted by the FCC specify that, in general, at multiple transmitter sites actions necessary to bring the area into compliance with the guidelines are the shared responsibility of all licensees whose transmitters produce field strengths or power density levels at the area in question in excess of 5% of the exposure limits. In other words, any wireless operator that contributes 5% or greater of the MPE limit in an area that is identified to be greater than 100% of the MPE limit is responsible taking corrective actions to bring the site into compliance.

Compliance – The determination of whether a site is safe or not with regards to Human Exposure to Radio Frequency Radiation from transmitting antennas.

Decibel (dB) – A unit for measuring power or strength of a signal.

Duty Cycle – The percent of pulse duration to the pulse period of a periodic pulse train. Also, may be a measure of the temporal transmission characteristic of an intermittently transmitting RF source such as a paging antenna by dividing average transmission duration by the average period for transmission. A duty cycle of 100% corresponds to continuous operation.

Effective (or Equivalent) Isotropic Radiated Power (EIRP) – The product of the power supplied to the antenna and the antenna gain in a given direction relative to an isotropic antenna.

Effective Radiated Power (ERP) – In a given direction, the relative gain of a transmitting antenna with respect to the maximum directivity of a half wave dipole multiplied by the net power accepted by the antenna from the connecting transmitter.

Gain (of an antenna) – The ratio of the maximum intensity in a given direction to the maximum radiation in the same direction from an isotropic radiator. Gain is a measure of the relative efficiency of a directional antennas as compared to an omni directional antenna.

General Population/Uncontrolled Environment – Defined by the FCC, as an area where RFR exposure may occur to persons who are **unaware** of the potential for exposure and who have no control of their exposure. General Population is also referenced as General Public.

Generic Antenna – For the purposes of this report, the use of "Generic" as an antenna model means the antenna information was not provided and could not be obtained while on site. In the event of unknown information, Sitesafe will use our industry specific knowledge of antenna models to select a worst case scenario antenna to model the site.

Isotropic Antenna – An antenna that is completely non-directional. In other words, an antenna that radiates energy equally in all directions.



Maximum Measurement – This measurement represents the single largest measurement recorded when performing a spatial average measurement.

Maximum Permissible Exposure (MPE) – The rms and peak electric and magnetic field strength, their squares, or the plane-wave equivalent power densities associated with these fields to which a person may be exposed without harmful effect and with acceptable safety factor.

Occupational/Controlled Environment – Defined by the FCC, as an area where Radio Frequency Radiation (RFR) exposure may occur to persons who are **aware** of the potential for exposure as a condition of employment or specific activity and can exercise control over their exposure.

OET Bulletin 65 – Technical guideline developed by the FCC's Office of Engineering and Technology to determine the impact of Radio Frequency radiation on Humans. The guideline was published in August 1997.

OSHA (Occupational Safety and Health Administration) – Under the Occupational Safety and Health Act of 1970, employers are responsible for providing a safe and healthy workplace for their employees. OSHA's role is to promote the safety and health of America's working men and women by setting and enforcing standards; providing training, outreach and education; establishing partnerships; and encouraging continual process improvement in workplace safety and health. For more information, visit www.osha.gov.

Radio Frequency Radiation – Electromagnetic waves that are propagated from antennas through space.

Spatial Average Measurement – A technique used to average a minimum of ten (10) measurements taken in a ten (10) second interval from zero (0) to six (6) feet. This measurement is intended to model the average energy an average sized human body will absorb while present in an electromagnetic field of energy.

Transmitter Power Output (TPO) – The radio frequency output power of a transmitter's final radio frequency stage as measured at the output terminal while connected to a load.



Appendix C – Rules & Regulations

Explanation of Applicable Rules and Regulations

The FCC has set forth guidelines in OET Bulletin 65 for human exposure to radio frequency electromagnetic fields. Specific regulations regarding this topic are listed in Part 1, Subpart I, of Title 47 in the Code of Federal Regulations. Currently, there are two different levels of MPE - General Public MPE and Occupational MPE. An individual classified as Occupational can be defined as an individual who has received appropriate RF training and meets the conditions outlined below. General Public is defined as anyone who does not meet the conditions of being Occupational. FCC and OSHA Rules and Regulations define compliance in terms of total exposure to total RF energy, regardless of location of or proximity to the sources of energy.

It is the responsibility of all licensees to ensure these guidelines are maintained at all times. It is the ongoing responsibility of all licensees composing the site to maintain ongoing compliance with FCC rules and regulations. Individual licensees that contribute less than 5% MPE to any total area out of compliance are not responsible for corrective actions.

OSHA has adopted and enforces the FCC's exposure guidelines. A building owner or site manager can use this report as part of an overall RF Health and Safety Policy. It is important for building owners/site managers to identify areas in excess of the General Population MPE and ensure that only persons qualified as Occupational are granted access to those areas.

Occupational Environment Explained

The FCC definition of Occupational exposure limits apply to persons who:

- are exposed to RF energy as a consequence of their employment;
- have been made aware of the possibility of exposure; and
- can exercise control over their exposure.

OSHA guidelines go further to state that persons must complete RF Safety Awareness training and must be trained in the use of appropriate personal protective equipment.

In order to consider this site an Occupational Environment, the site must be controlled to prevent access by any individuals classified as the General Public. Compliance is also maintained when any non-occupational individuals (the General Public) are prevented from accessing areas indicated as Red or Yellow in the attached RF Emissions diagram. In addition, a person must be aware of the RF environment into which they are entering. This can be accomplished by an RF Safety Awareness class, and by appropriate written documentation such as this Site Compliance Report.

All Cricket Communications employees who require access to this site must complete RF Safety Awareness training and must be trained in the use of appropriate personal protective equipment.



Appendix D – General Safety Recommendations

The following are *general recommendations* appropriate for any site with accessible areas in excess of 100% General Public MPE. These recommendations are not specific to this site. These are safety recommendations appropriate for typical site management, building management, and other tenant operations.

1. All individuals needing access to the main site (or the area indicated to be in excess of General Public MPE) should wear a personal RF Exposure monitor, successfully complete proper RF Safety Awareness training, and have and be trained in the use of appropriate personal protective equipment.
2. All individuals needing access to the main site should be instructed to read and obey all posted placards and signs.
3. The site should be routinely inspected and this or similar report updated with the addition of any antennas or upon any changes to the RF environment including:
 - adding new antennas that may have been located on the site
 - removing of any existing antennas
 - changes in the radiating power or number of RF emitters
4. Post the appropriate **NOTICE**, **CAUTION**, or **WARNING** sign at the main site access point(s) and other locations as required. Note: Please refer to RF Exposure Diagrams in Appendix B, to inform everyone who has access to this site that beyond posted signs there may be levels in excess of the limits prescribed by the FCC. The signs below are examples of signs meeting FCC guidelines.



5. Ensure that the site door remains locked (or appropriately controlled) to deny access to the general public if deemed as policy by the building/site owner.
6. For a General Public environment the four color levels identified in this analysis can be interpreted in the following manner:
 - Areas indicated as Gray are at 5% of the General Public MPE limits or below. This level is safe for a worker to be in at any time.
 - Green represents areas predicted to be between 5% and 20% of the General Public MPE limits. This level is safe for a worker to be in at any time.



- Yellow represents areas predicted to be between 20% and 100% of the General Public MPE limits. This level is safe for a worker to be in at any time.
- Red areas indicated predicted levels greater than 100% of the General Public MPE limits. This level is not safe for the General Public to be in.

7. For an Occupational environment the four color levels identified in this analysis can be interpreted in the following manner:

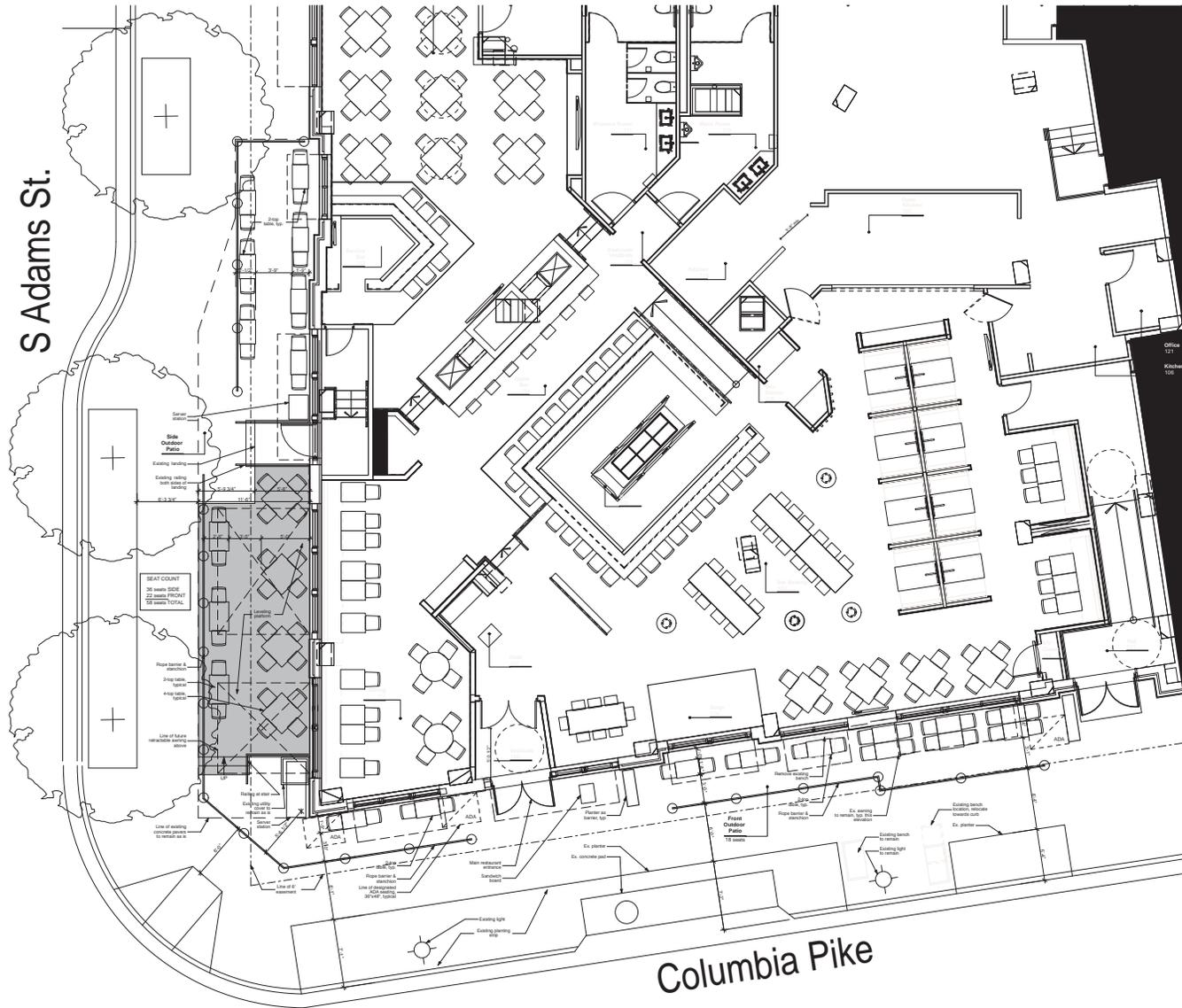
- Areas indicated as Gray are at 5% of the Occupational MPE limits or below. This level is safe for a worker to be in at any time.
- Green represents areas predicted to be between 5% and 20% of the Occupational MPE limits. This level is safe for a worker to be in at any time.
- Yellow represents areas predicted to be between 20% and 100% of the Occupational MPE limits. Only individuals that have been properly trained in RF Health and Safety should be allowed to work in this area. This is not an area that is suitable for the General Public to be in.
- Red areas indicated predicted levels greater than 100% of the Occupational MPE limits. This level is not safe for the Occupational worker to be in for prolonged periods of time. Special procedures must be adhered to such as lock out tag out procedures to minimize the workers exposure to EME.

8. Use of a Personal Protective Monitor: When working around antennas, Sitesafe strongly recommends the use of a Personal Protective Monitor (PPM). Wearing a PPM will properly forewarn the individual prior to entering an RF exposure area.

Keep a copy of this report available for all persons who must access the site. They should read this report and be aware of the potential hazards with regards to RF and MPE limits.

Additional Information

Additional RF information is available by visiting both www.Sitesafe.com and www.fcc.gov/oet/rfsafety. OSHA has additional information available at: <http://www.osha-slc.gov/SLTC/radiofrequencyradiation>.



Client:
William Jeffrey's Tavern
2301 Columbia Pike
Arlington, VA

Contact:
Adam Lubal
703/963.2769

Date:
04/17/2012

Revisions:
04/30/2012
06/21/2012
07/03/2012

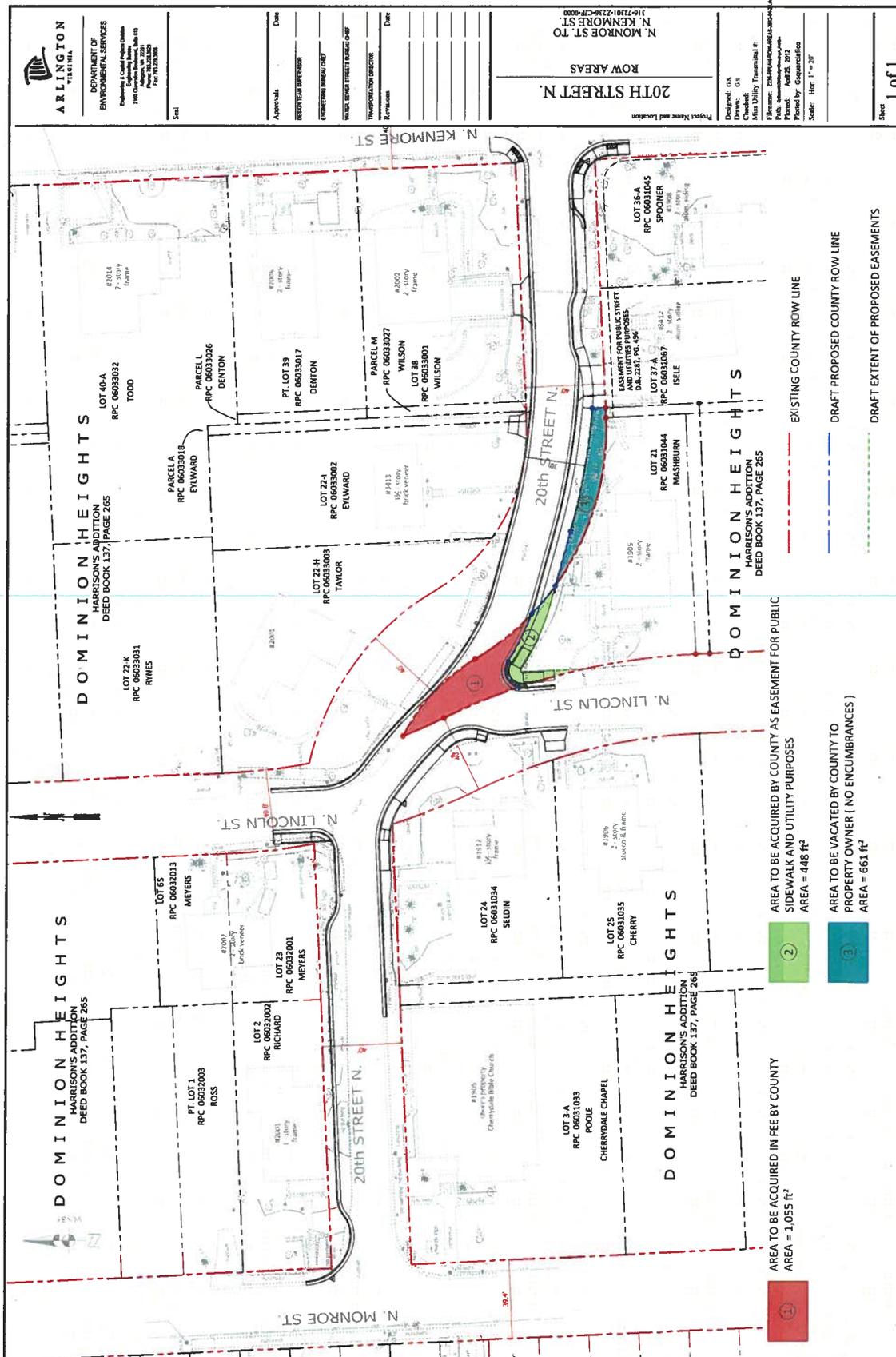
William Jeffrey's Tavern
2301 Columbia Pike

Patio Plan
S.1

Patio Plan

3/16" = 1'-0"

Exhibit



ARLINGTON
 VIRGINIA
 DEPARTMENT OF
 ENVIRONMENTAL SERVICES
 Engineering & Construction Services
 1700 Commonwealth Blvd, 10th Fl
 Arlington, VA 22202
 Tel: 703.226.3000
 Fax: 703.226.3000

Scale: _____
 Date: _____
 Approved: _____
 Date: _____
 Prepared by: _____
 Date: _____
 Checked by: _____
 Date: _____

Project Name and Location
 20TH STREET N.
 ROW AREAS
 N. MONROE ST TO
 N. KENMORE ST

Designed: G.S.
 Drawn: G.S.
 Title: Utility Treatment #1
 File Name: 22040401033001.dwg
 Plot Date: April 23, 2012
 Plot Time: 09:00:00
 Scale: Title: 1" = 20'

Sheet
 1 of 1

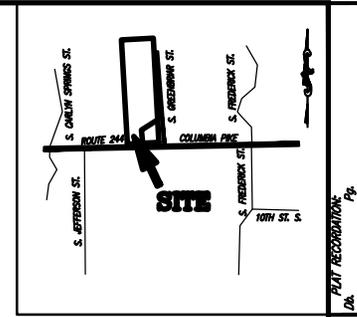
EXISTING COUNTY ROW LINE
 DRAFT PROPOSED COUNTY ROW LINE
 DRAFT EXTENT OF PROPOSED EASEMENTS

20TH STREET N. - Z236

- ① AREA TO BE ACQUIRED IN FEE BY COUNTY
 AREA = 1,055 ft²
- ② AREA TO BE ACQUIRED BY COUNTY AS EASEMENT FOR PUBLIC
 SIDEWALK AND UTILITY PURPOSES
 AREA = 448 ft²
- ③ AREA TO BE VACATED BY COUNTY TO
 PROPERTY OWNER (NO ENCUMBRANCES)
 AREA = 661 ft²

Exhibit

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHD BRG	CHORD
C1	10.64'	400.00'	1°31'27"	5.32'	S21°22'38"E	10.64'
C2	48.76'	400.00'	6°59'03"	24.41'	S25°37'53"E	48.73'
C3	42.92'	25.00'	98°21'30"	28.94'	N20°03'20"E	37.84'



VICINITY MAP
SCALE: 1"=2000'

NOTES:

- 1.) THE SUBJECT PROPERTY SHOWN HEREON IS IDENTIFIED ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NO. 82-3 AS RPC NUMBER 22011054 AND 22011056 AND IS ZONED RA6-15.
- 2.) THE HORIZONTAL DATUM SHOWN HEREON IS BASED ON VCS '83 BASED ON A FIELD RUN SURVEY PERFORMED BY WKA, INC.
- 3.) THE PROPERTIES SHOWN HEREON WAS ACQUIRED BY AHC LIMITED PARTNERSHIP - 6 BY DEED RECORDED IN DEED BOOK 3827 AT PAGE 1231, NOVA PETROLEUM REALTY LLC BY DEED RECORDED IN DEED BOOK 4257 AT PAGE 2124 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.
- 4.) THE SUBJECT PROPERTY LIES IN FLOOD ZONE "C" AREAS OF MINIMAL FLOODING AS SHOWN ON FLOOD INSURANCE MAP (F.I.R.M.) COMMUNITY PANEL 515520-0021B DATED MAY 3 1982.

SHEET 1 OF 2
PLAT SHOWING
VACATION OF
CONSTRUCTION MAINTENANCE
EASEMENT THROUGH
PARCELS 1 AND 2
RESUBDIVISION PART LOT 9A
AND RESUBDIVISION LOT 9
GEORGE KLEIN ESTATE
 DEED BOOK 1284 PAGE 12
 ARLINGTON COUNTY, VIRGINIA
 SCALE: N/A DATE: APRIL 24, 2012
 REV: MAY 9, 2012

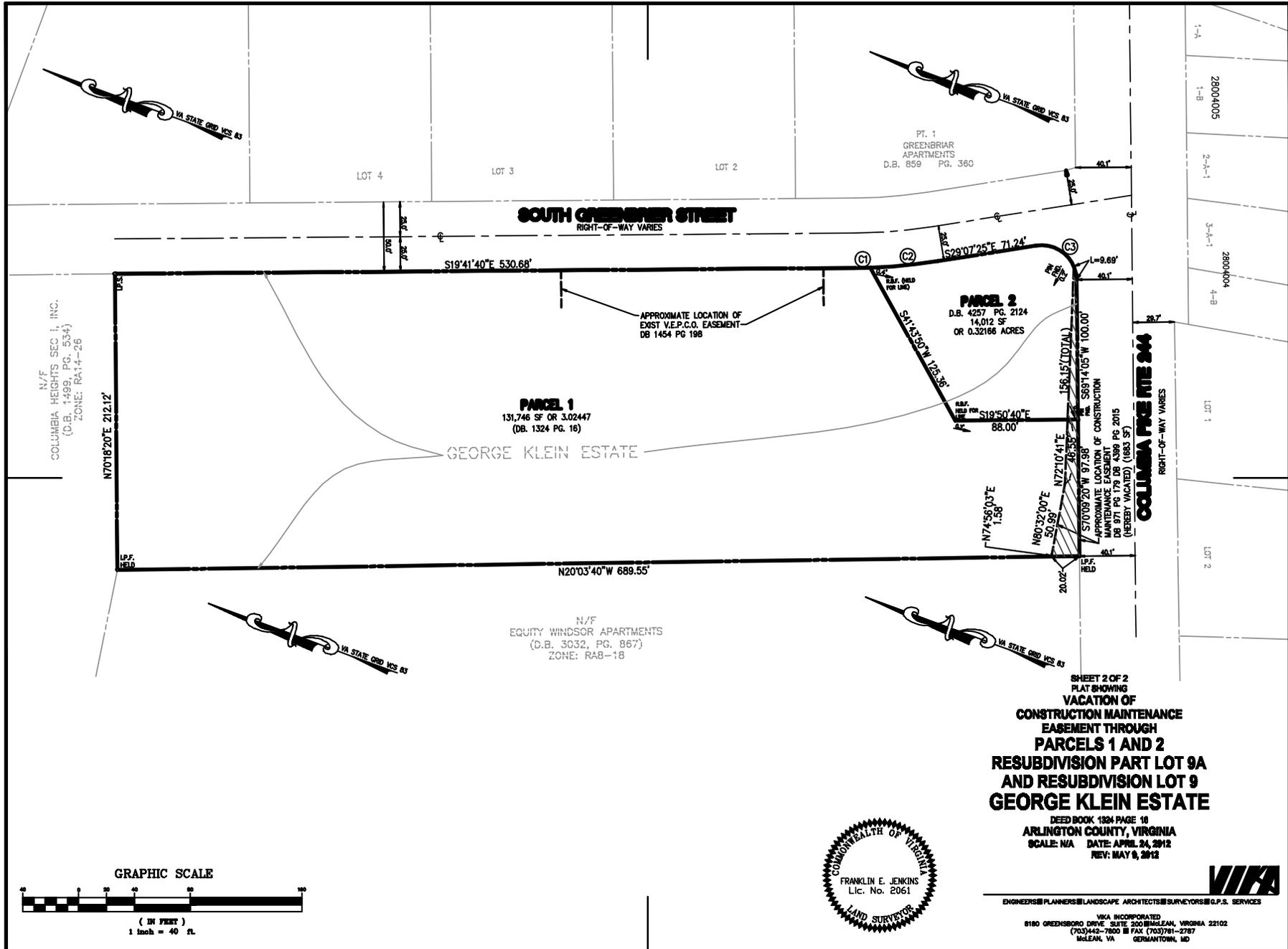


ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES DIVISION OF TRANSPORTATION	
RECOMMENDED FOR APPROVAL: _____ PLAT EXAMINER	APPROVED: _____ SUPERVISOR AND BONDS ADMINISTRATOR

WKA
 ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ G.P.S. SERVICES
 WKA INCORPORATED
 8180 GREENSBORO DRIVE SUITE 200 ■ McLEAN, VIRGINIA 22102
 (703)442-7800 ■ FAX (703)781-2787
 McLEAN, VA GERMANTOWN, MD

P:\Surveys\LIBD-PROJECTS\libd-rp-aug\subdivision 6/18/2012 8:04:56 PM EDT

Exhibit



N/F
COLUMBIA HEIGHTS SEC 1, INC.
(D.B. 1499, PG. 534)
ZONE: RA14-26

N70°18'20"E 212.12'

U.P.F. FIELD

LOT 4

LOT 3

LOT 2

SOUTH GREENBRIAR STREET
RIGHT-OF-WAY VARIES

S19°41'40"E 530.68'

APPROXIMATE LOCATION OF
EXIST V.E.P.C.O. EASEMENT
DB 1454 PG 198

PARCEL 1
131,746 SF OR 3.02447
(D.B. 1324 PG. 16)

GEORGE KLEIN ESTATE

N20°03'40"W 689.55'

N/F
EQUITY WINDSOR APARTMENTS
(D.B. 3032, PG. 867)
ZONE: RAB-18

PT. 1
GREENBRIAR
APARTMENTS
D.B. 859 PG. 360

PARCEL 2
D.B. 4257 PG. 2124
14,012 SF
OR 0.32186 ACRES

APPROXIMATE LOCATION OF CONSTRUCTION
MAINTENANCE EASEMENT
DB 971 PG 179 (1883 SF)
(PEREY VOUCHER) (1883 SF)

N74°56'03"E
1.58'

N80°32'00"E
30.89'

N72°10'41"E
48.35'

S70°09'20"W 97.98'

N19°50'40"E
88.00'

S29°07'25"E 71.24'

L=9.69'

COLUMBIA PIKE
RIGHT-OF-WAY VARIES

1-A
28004005

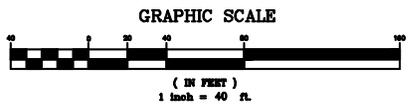
2-A-1

3-A-1

4-B
28004004

LOT 1

LOT 2



SHEET 2 OF 2
PLAT SHOWING
VACATION OF
CONSTRUCTION MAINTENANCE
EASEMENT THROUGH
PARCELS 1 AND 2
RESUBDIVISION PART LOT 9A
AND RESUBDIVISION LOT 9
GEORGE KLEIN ESTATE
DEED BOOK 1324 PAGE 16
ARLINGTON COUNTY, VIRGINIA
SCALE: N/A DATE: APRIL 24, 2012
REV: MAY 8, 2012

VIA
ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ G.P.S. SERVICES

VIA INCORPORATED
8180 GREENSBORO DRIVE, SUITE 200 BIRMGHAM, VIRGINIA 22102
(703)442-7800 ■ FAX (703)781-2787
MCLEAN, VA GERMANTOWN, MD

P:\Sub\p\11120-PROJECTS\11120-PP-Long\11120.dwg 6/28/2012 8:48:58 PM EDT

Attachment

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

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

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 20____, by **CROWN REAL PROPERTIES LLC**, a Virginia limited liability company ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee"), and **PETER PUPECKI**, Substitute Trustee; and **TOYOTA MOTOR CREDIT CORPORATION**, a California corporation ("Beneficiary").

RECITALS:

Whereas, Crown Real Properties LLC, is the fee simple owner of those certain tracts, pieces, or parcels of real estate described below, situated in Arlington County, Virginia, conveyed by deed dated **October 26, 2005**, and confirmed by deed dated **December 13, 2006**, and recorded in Deed Book **3773** at Page **256**; and Deed Book **4078**, at Page **2350**, respectively, among the land records of Arlington County, Virginia,

Whereas, Toyota Motor Credit Corporation, is the Beneficiary of that Deed of Trust and Security Agreement from Crown Real Properties LLC, as Grantor, dated **October 26, 2004**, and recorded in Deed Book **3773**, at Page **263**, as modified by that Modification No. 2 to Loan and Security Agreement and Other Loan Documents, dated November 18, 2008, and recorded in Deed Book 4226, at Page 2188 all among the land records of Arlington County, Virginia (collectively the Deed of Trust and Security Agreement and the Modification No.2 to Loan and Security Agreement and Other Loan Documents are hereinafter referred to as the "Deed of Trust"); and

Whereas, by that certain Deed of Substitution of Trustee, dated August 27, 2008, and recorded in Deed Book 4212, at Page 2132 among the land records of Arlington County, Virginia, Vincent Paugh was appointed Trustee of the Deed of Trust, in the place and stead of David Brennan.

Whereas, by that certain Deed of Substitution of Trustee, dated April 23, 2012, and recorded in Deed Book 4559, at Page 1023 among the land records of Arlington County, Virginia, Peter Pupecki was appointed Trustee of the Deed of Trust, in the place and stead of Vincent Paugh.

WITNESSETH:

For and in consideration of the sum of Five Hundred Dollars (\$500.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Sixteen (16)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled **"Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes on Part Lot 1, Block 1, Cherrydale, D.B. 135, PG. 202, Arlington County, Virginia"** which plat was approved on **December 1, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Grantor as described above, and more particularly described as **"Beginning at the intersection of the south line of Lee Highway with the east line of N. Quebec Street, said point being the original west corner of Lot 1; Block 1; Cherrydale, being the west corner of (Parcel 10) Stowe Property, LLC.**

Thence departing N. Quebec Street running with the south line of Lee Highway S 78°37'14"W -50.53 feet to the common north corner of Lots 2 and 3; Block 1; Cherrydale.

Thence departing Lee Highway running with the common line between Lots 2 and 3; S 03°01'46"E – 90.00 feet to a point on the west line of Lot 3.

Thence departing Lot 3 running through Lots 2 and 1 with the north line of Assessment Parcel # 06019009; N 78°37'14"E – 50.53 feet to a point on the east line of N. Quebec Street.

Thence departing Parcel 06019009 running with the east line of N. Quebec Street; N 03°01' 46" E – 90.00 feet to the point of beginning, containing 4,500 Square Feet or 0.1033 Acres of Land, more or less" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[Signatures appear on the following pages]

GRANTOR:

CROWN REAL PROPERTIES LLC

By: Jim Koons Management Company,
Managing Member

BY: *James S. O'Connell*
NAME: *James S. O'Connell*
TITLE: *President*

State: *Va*
County: *Fairfax*

The foregoing instrument was acknowledged before me on this *10th* day of *May*,
20*12*, by *James S O'Connell*, Jim Koons Management Company as Managing
Member of **Crown Real Properties LLC**, Grantor.

Notary Public: *Kerry Elise Hoagland*
My Commission expires: *10/31/14*



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Deed of Trust be, and the same is, subordinated to the Deed of Easement to the Grantee.

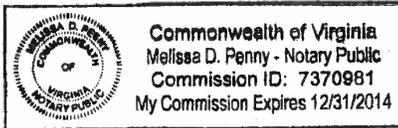
WITNESS the following signature:

TRUSTEE:
By: 
PETER PUPECKI, TRUSTEE

State: Virginia,
County: Fairfax :

The foregoing instrument was acknowledged before me on this 7th day of May, 2012,
by **Peter Pupecki, Trustee.**

Notary Public: Melissa D. Penny
My Commission expires: 12/31/2014



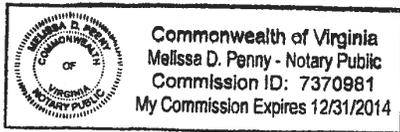
BENEFICIARY:

TOYOTA MOTOR CREDIT CORPORATION,
a California corporation

By: [Signature]
Name: Peter Pupecki
Title: DSOM

The foregoing instrument was acknowledged before me on this 1st day of May, 2012,
by Peter Pupecki, as Representative, of Toyota Motor Credit Corporation, a
California corporation.

Notary Public: Melissa D. Penny
My Commission expires: 12/31/2014



GRANTEE:

Accepted this _____ day of _____, 20____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20____.

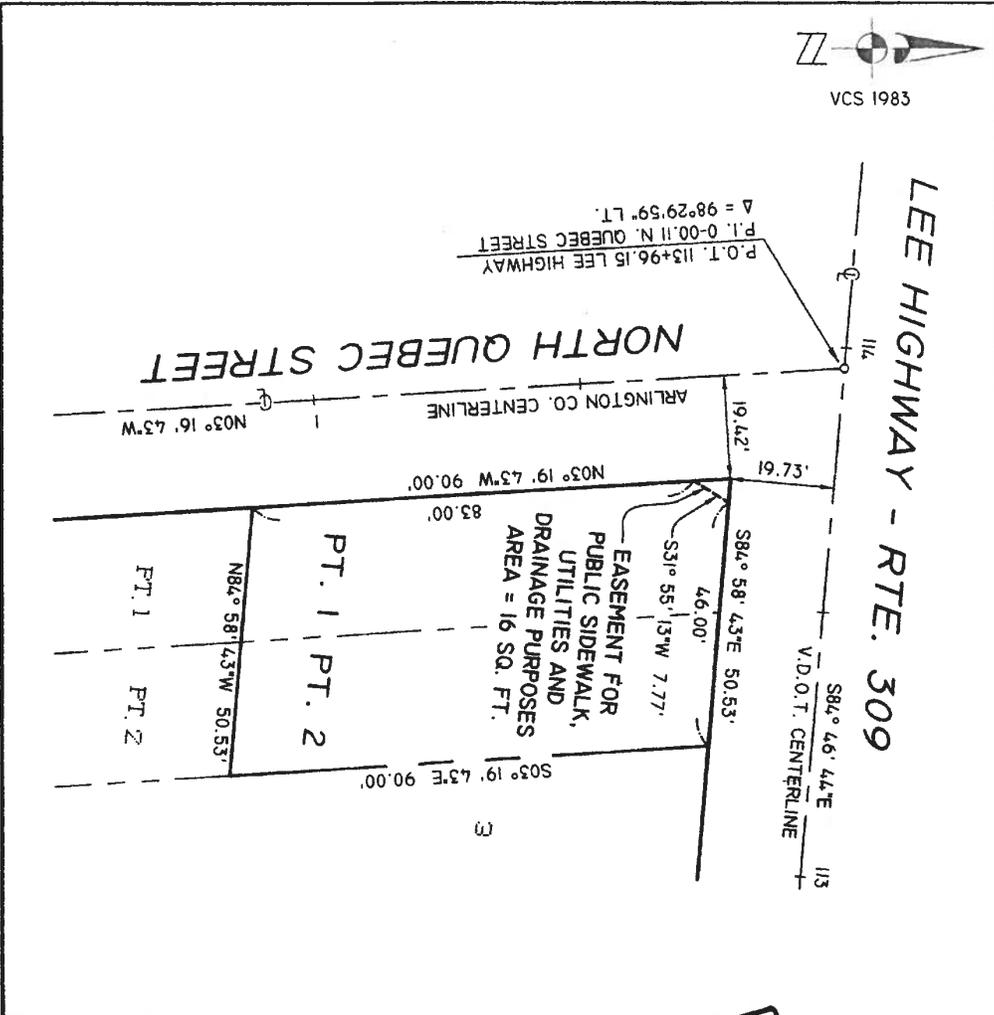
By: _____
For the County Board of Arlington County, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 20____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY



OWNER: CROWN REAL PROPERTIES, L.L.C.
D.B. 3773, PG. 256
ADDRESS: 4042 LEE HIGHWAY
RPC 06019002

ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR
PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
CERRYDALE
D.B. 135, PG. 202
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : RLF	CHECKED BY : JMB
CADD FILE : PLAT\MAP\431051\PLAT-RPC06019002.DWG		
APPROVED : 12-1-11		APPROVED : 12-1-2011
COUNTY SURVEYOR		SUBDIVISION & BONDS ADMINISTRATOR

Attachment

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

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

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 20__, by **CROWN REAL PROPERTIES LLC**, a Virginia limited liability company ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee"), and **PETER PUPECKI**, Substitute Trustee; and **TOYOTA MOTOR CREDIT CORPORATION**, a California corporation ("Beneficiary").

RECITALS:

Whereas, Crown Real Properties LLC, is the fee simple owner of those certain tracts, pieces, or parcels of real estate described below, situated in Arlington County, Virginia, conveyed by deed dated **October 26, 2005**, and confirmed by deed dated **December 13, 2006**, and recorded in Deed Book **3773** at Page **256**; and Deed Book **4078**, at Page **2350**, respectively, among the land records of Arlington County, Virginia,

Whereas, Toyota Motor Credit Corporation, is the Beneficiary of that Deed of Trust and Security Agreement from Crown Real Properties LLC, as Grantor, dated **October 26, 2004**, and recorded in Deed Book **3773**, at Page **263**, as modified by that Modification No. 2 to Loan and Security Agreement and Other Loan Documents, dated November 18, 2008, and recorded in Deed Book 4226, at Page 2188 all among the land records of Arlington County, Virginia (collectively the Deed of Trust and Security Agreement and the Modification No. 2 to Loan and Security Agreement and Other Loan Documents are hereinafter referred to as the "Deed of Trust"); and

Whereas, by that certain Deed of Substitution of Trustee, dated August 27, 2008, and recorded in Deed Book 4212, at Page 2132 among the land records of Arlington County, Virginia, Vincent Paugh was appointed Trustee of the Deed of Trust, in the place and stead of David Brennan.

Whereas, by that certain Deed of Substitution of Trustee, dated April 23, 2012, and recorded in Deed Book 4559, at Page 1023 among the land records of Arlington County, Virginia, Peter Pupecki was appointed Trustee of the Deed of Trust, in the place and stead of Vincent Paugh.

WITNESSETH:

For and in consideration of the sum of Five Hundred Dollars (\$500.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Twenty-six (26)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled **"Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes on Lot 30, Block 1, Cherrydale. D.B. 135, PG. 202, Arlington County, Virginia"** which plat was approved on **December 1, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Grantor as described above, and more particularly described as **"All of Lots Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29) and Thirty (30), in Block One (1), in Cherrydale Subdivision, as the same appears by deed of dedication and plat duly recorded in Deed Book 135 at page 202, among the land records of Arlington County, Virginia"** (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

Grantor covenants that Grantor is seized of and has the right to convey the Easement, and that Grantor shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[Signatures appear on the following pages]

GRANTOR:

CROWN REAL PROPERTIES LLC

By: Jim Koons Management Company,
Managing Member

BY: [Signature]
NAME: James S. O'Connell
TITLE: Resident

State: Va.
County: Lansford

The foregoing instrument was acknowledged before me on this 10th day of May,
2012, by James S O'Connell, Jim Koons Management Company as Managing
Member of **Crown Real Properties LLC**, Grantor.

Notary Public: Kerry Elise Hoagland
My Commission expires: 10/31/14



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Deed of Trust be, and the same is, subordinated to the Deed of Easement to the Grantee.

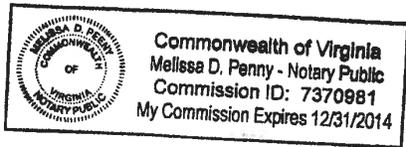
WITNESS the following signature:

TRUSTEE:
By: 
PETER PUPECKI, TRUSTEE

State: Virginia,
County: Fairfax :

The foregoing instrument was acknowledged before me on this 7th day of May, 2012
by **Peter Pupecki, Trustee.**

Notary Public: 
My Commission expires: 12/31/2014



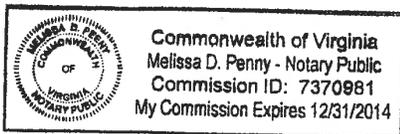
BENEFICIARY:

TOYOTA MOTOR CREDIT CORPORATION,
a California corporation

By: [Signature]
Name: Peter Popick
Title: DSOM

The foregoing instrument was acknowledged before me on this 7th day of May 2012
by Peter Popick, as Representative, of Toyota Motor Credit Corporation, a
California corporation.

Notary Public: [Signature]
My Commission expires: 12/31/2014



GRANTEE:

Accepted this ____ day of _____, 20____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20____.

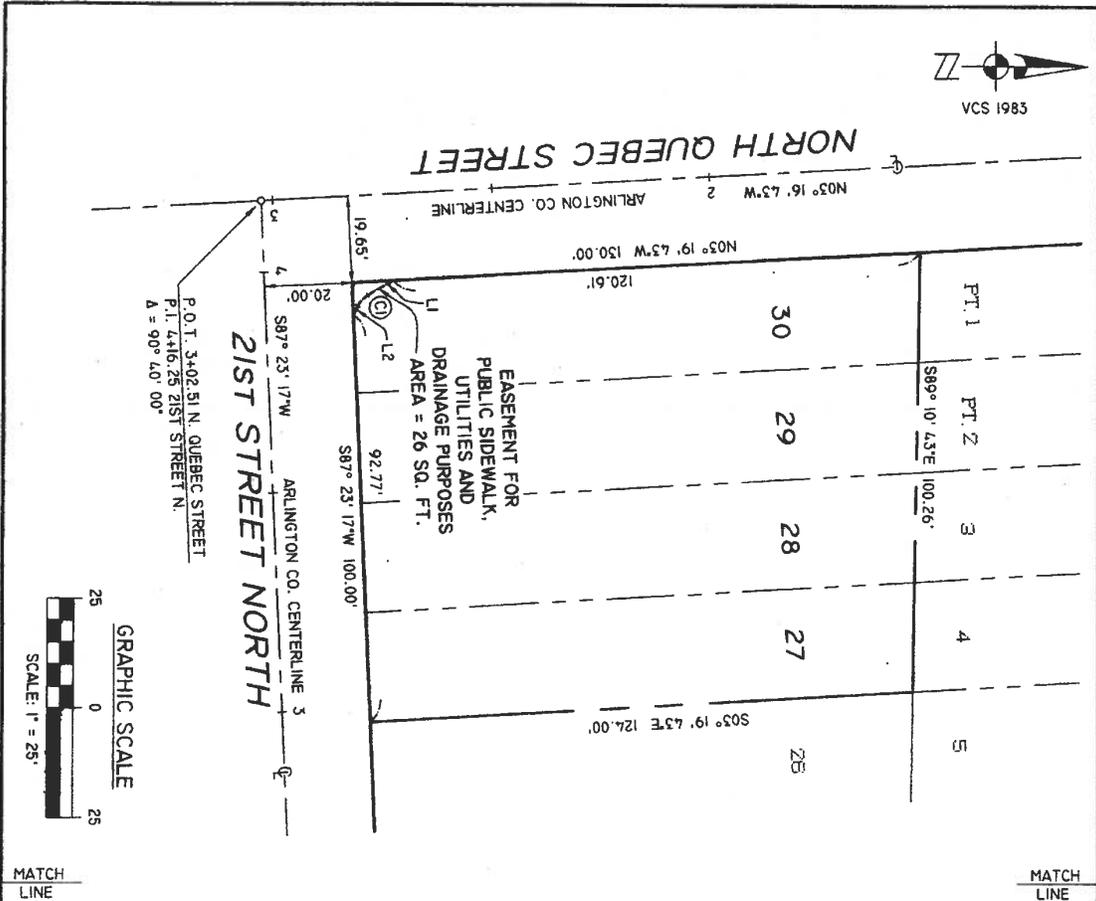
By: _____
For the County Board of Arlington County, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 20____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY



CURVE	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
C1	6.00'	3.49'	33°19'22"	1.80'	3.44'	S46°52'07"E

LINE	LENGTH	BEARING
L1	6.64'	S30°12'26"E
L2	2.14'	S63°31'47"E



ARLINGTON, VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL SERVICES
 ENGINEERING BUREAU - SURVEY SECTION

OWNER: CROWN REAL PROPERTIES, L.L.C.
 D.B. 3773, PG. 296
 ADDRESS: NONE

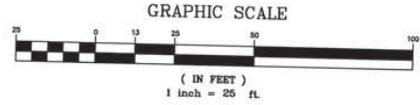
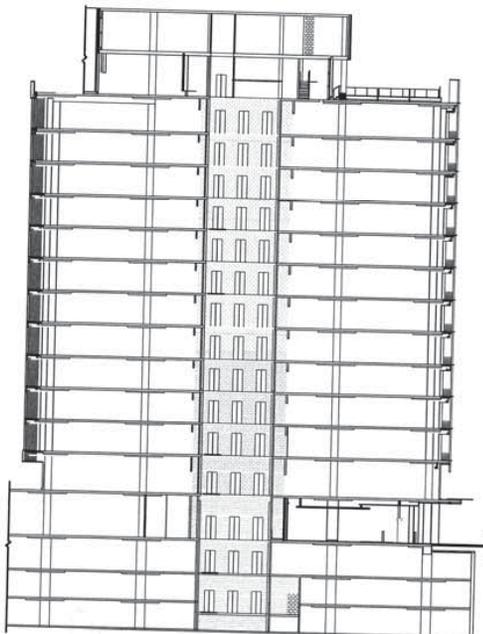
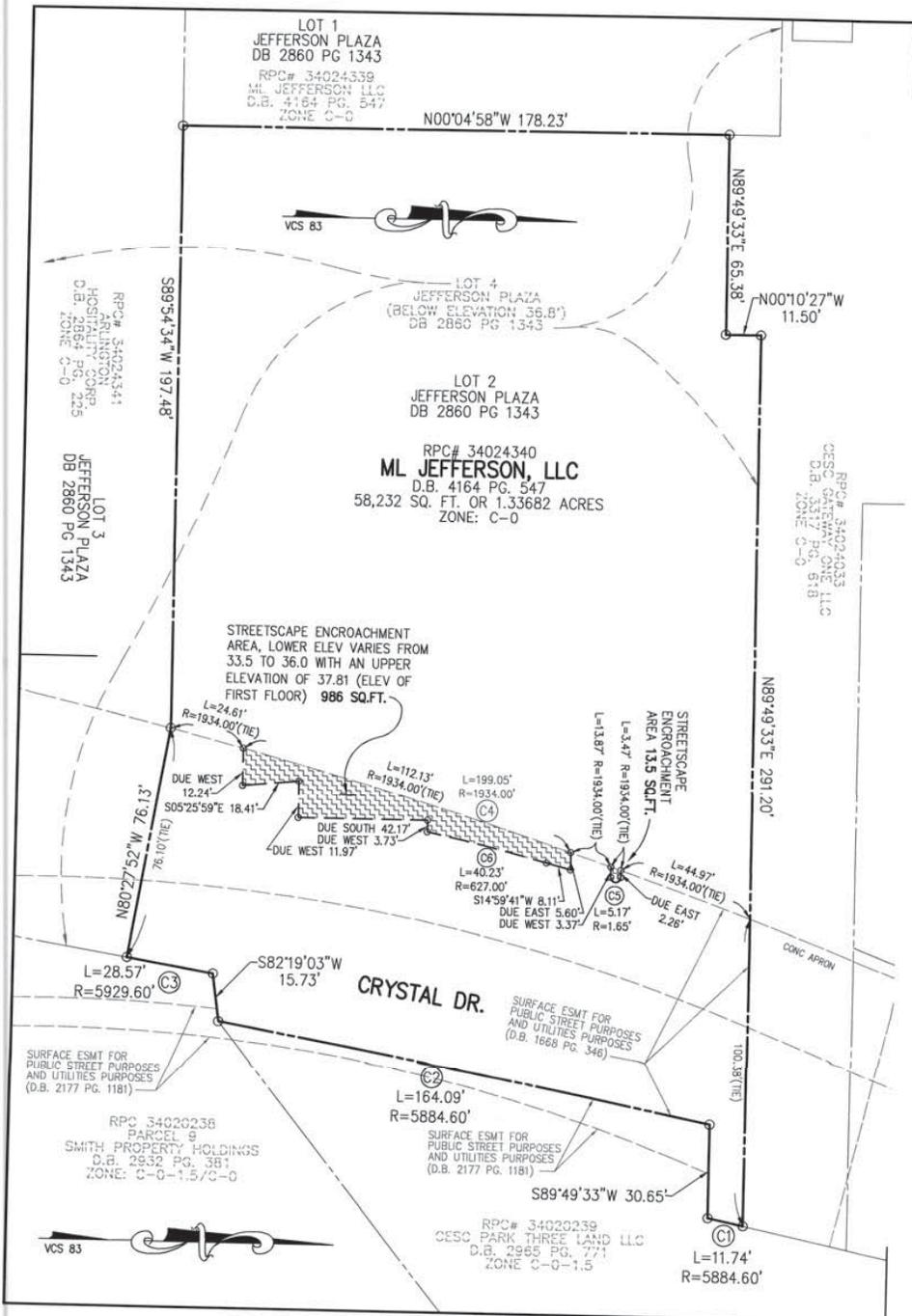
RPC 06019001

PLAT SHOWING
 EASEMENT FOR
 PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
 LOT 30, BLOCK 1
CERRYDALE
 D.B. 135, PG. 202
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
 DRAWN BY: RL.F.
 CHECKED BY: JMB

CADD FILE: PLAT\MAP\43105\PLAT.RPC06019001.DWG
 APPROVED: 12-1-11
 APPROVED: 12-1-2011

COUNTY SURVEYOR
 SUBDIVISION & BONDS ADMINISTRATOR



ENCROACHMENT AREA
WITHIN A
SURFACE EASEMENT FOR PUBLIC STREET PURPOSES AND UTILITIES PURPOSES

ON LOT 2
JEFFERSON PLAZA
DEED BOOK 2860, PAGE 1343

ARLINGTON COUNTY, VIRGINIA
SCALE: 1" = 25' DATE: FEBRUARY 9, 2012
REVISED: JUNE 13, 2012



ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ SUSTAINABLE DESIGN
VKA VIRGINIA LLC
8180 GREENSBORO DRIVE, SUITE 200 ■ TYSONS CORNER, VIRGINIA 22102
(703) 442-7800 ■ FAX (703) 761-2787
WWW.VIKAA.COM

P:\Surveys\1103-PROJECTS\7391A-RP.dwg 6/18/2012 7:46:55 AM EDT

Exhibit

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT ("First Amendment") is made this _____ day of _____, 20____, by and between THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Lessor") and ARLINGTON ARTS CENTER, a Virginia non-profit corporation ("Lessee") (the Lessor and Lessee are sometimes hereinafter collectively referred to as the "Parties").

RECITALS:

WHEREAS, the Parties entered into a Lease Agreement, dated August 11, 1999, for the lease of land and improvements (collectively, "Leased Premises") known as 3550 Wilson Boulevard, (RPC # 19-016-004) (the "Original Lease Agreement");

WHEREAS, the Original Lease Agreement required that the Lessee raise Five Hundred Thousand Dollars (\$500,000.00), as Lessee's agreed contribution towards the cost of the completed renovation of the Leased Premises ("Lessee's Contribution");

WHEREAS, on January 27, 2003, Lessee paid to the Lessor the amount of One Hundred Twenty-five Thousand, One Hundred Sixty Five Dollars and 65/100 (\$125,165.65) toward Lessee's Contribution;

WHEREAS, On December 9, 2009, Lessee paid to the Lessor, an additional amount of Two Hundred Sixty-four Thousand Eight Hundred Thirty-four Dollars and 35/100 (\$264,834.35), towards Lessee's Contribution; leaving a remaining unpaid balance of One Hundred Ten Thousand Dollars (\$110,000.00);

WHEREAS, by Agreement dated December 22, 2009, the Parties entered into an Amended and Restated Lease Agreement, by which the Lessor agreed to credit Lessee with the sum of Thirty five Thousand Dollar (\$35,000) against the remaining unpaid balance of the Lessee's Contribution in exchange for the Lessee assuming certain additional leasehold maintenance responsibilities. After such credit, the remaining unpaid balance of the Lessee's Contribution is Seventy-five Thousand Dollars (\$75,000) ("Outstanding Balance");

WHEREAS, the Amended and Restated Lease Agreement required Lessee to pay to Lessor, without interest, the Outstanding Balance, on or before December 22, 2011. No portion of the Outstanding Balance has been paid to the Lessor;

WHEREAS, the Parties desire to amend the terms of the payment from Lessee to Lessor of the Outstanding Balance; and,

WHEREAS, The Parties hereby amend the Amended and Restated Lease Agreement as follows:

WITNESSETH:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual benefits accruing to the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Amended and Restated Lease Agreement as set forth in this First Amendment.

1. Section 10, subsection a., of the Amended and Restated Lease Agreement is hereby amended by deleting Section 10, subsection a., and adding in its stead:

RENOVATION, IMPROVEMENTS AND EXPANSION OF THE LEASED PREMISES:

a. Upon or before the Effective Date of the First Amendment, the Lessee shall pay to the Lessor Twenty-five Thousand Dollars (\$25,000.00), to be applied by the Lessor against the Outstanding Balance of Seventy-five Thousand Dollars (\$75,000.00).

Lessee shall maintain, in a separate account, funds in the amount of Fifty Thousand Dollars (\$50,000.00) ("Remaining Outstanding Balance"). Lessee shall not use, expend, borrow from, or pledge these for any reason, without the prior written consent of the Lessor. All interest accruing on these funds shall be retained by the Lessee.

The Remaining Outstanding Balance, of Fifty Thousand Dollars (\$50,000.00) shall be paid to the Lessor in two (2) separate and equal installments of Twenty-five Thousand Dollars (\$25,000.00) each. The first of these two (2) installments of Twenty-five Thousand Dollars (\$25,000.00) shall be paid to the Lessor, on or before the first annual anniversary of the Effective Date of this First Amendment; and the second annual installment of these two (2) installments of Twenty-five Thousand Dollars (\$25,000.00) shall be paid to the Lessor, on or before the second annual anniversary of the Effective Date of this First Amendment.

No interest shall be charged by the Lessor to the Lessee on any payment of the Remaining Outstanding Balance.

Section 10, subsection b., of the Amended and Restated Lease Agreement shall remain in full force and effect.

2. **RATIFICATION AND CONFIRMATION OF AMENDED AND RESTATED LEASE AGREEMENT:** Except as amended hereby, all other terms and conditions of the Amended and Restated Lease Agreement remain in full force and effect. If any terms and conditions of this First Amendment conflict with the terms of the Sublease, then the terms and conditions of the First Amendment shall prevail and be controlling.

3. **FULL FORCE AND EFFECT:** The Parties each represent and warrant to the other that the Amended and Restated Lease Agreement, as hereby amended, is in full force and effect and has not been assigned, modified, supplemented or further amended in any way.
4. **ENTIRE AGREEMENT:** The Amended and Restated Lease Agreement, as amended by this First Amendment, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the Parties, not contained in the Amended and Restated Lease Agreement, as amended, shall be of any force and effect. The Amended and Restated Lease Agreement as amended, may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of each of the Parties.
5. **NO RIGHTS OF THIRD PARTIES:** It is not intended by any of the provisions of this First Amendment to create in the public, or any member thereof, rights as a third party beneficiary hereunder or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to this First Amendment.
6. **INCORPORATION OF RECITALS:** The above recitals are hereby incorporated into this First Amendment.
7. **EFFECTIVE DATE:** The Lessee shall sign this First Amendment and, thereafter, the Lessor shall sign this First Amendment, after approval thereof by the County Board of Arlington County, Virginia. This First Amendment shall be effective on the date when it is signed by the Lessor ("Effective Date").

IN WITNESS WHEREOF, Arlington Arts Center has caused this First Amendment to be executed by its President, and duly attested by its Secretary, and the County Board of Arlington County, Virginia, has caused this First Amendment to be executed by its Real Estate Bureau Chief.

WITNESS the following signature(s):

[Signatures appear on the following pages]

LESSOR: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

**MR. URI ARKIN,
REAL ESTATE BUREAU CHIEF**

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____,
20__, by Uri Arkin, as Real Estate Bureau Chief, on behalf of THE COUNTY
BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

LESSEE: ARLINGTON ARTS CENTER.

Penne Nelson
**MS. PENNE NELSON,
PRESIDENT**

Attest

[Signature]
Secretary

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me this 6 day of June,
2012 by **Penne Nelson**, as **President** of the **ARLINGTON
ARTS CENTER**, a Virginia non-profit corporation.

Notary Public 7514312
My Commission expires: 6/30/16

[Signature]



SECOND AMENDMENT TO ROSSLYN THEATER LEASE

THIS SECOND AMENDMENT TO ROSSLYN THEATER LEASE (the "Second Amendment") made this 18th day of June, 2012, by and between PARIS ASSOCIATES LIMITED PARTNERSHIP, a Virginia limited partnership (hereinafter "Landlord"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate (hereinafter "Tenant" or "County") (jointly "Parties").

RECITALS:

WHEREAS, Landlord is the owner of that certain land and the building known as Rosslyn Plaza C, together with improvements thereon, situated at 1601 North Kent Street, Arlington, Virginia 22209; RPC 16039033 (VNO/CES Property #629).

WHEREAS, Landlord and Tenant entered into a lease agreement dated February 5, 1997 (the "Original Lease"), as amended by a First Amendment to Rosslyn Theater Lease dated April 23, 2001 (the "First Amendment"), which provide for the leasing of the Rosslyn Theater, as shown on Exhibit A attached hereto, consisting of approximately 7,840 rentable square feet of retail space measured in accordance with the Modified Washington D.C. Association of Realtors standard floor area measure ("Modified WDCAR") (the "Demised Premises"), in the building known as Rosslyn Plaza C (the "Building"), located at 1601 North Kent Street, Arlington, Virginia 22209, for a Term which expired on July 31, 2007;

WHEREAS, by letter from the County dated April 26, 2006 to the Landlord, the Tenant provided notice of its election to exercise its Option to Renew the Lease (VNO/CES Lease #133289) for a Five (5) year term, commencing on August 1, 2007 and expiring on July 31, 2012 (the "Option Renewal Letter");

WHEREAS, the Original Lease, the First Amendment, and the Option Renewal Letter are collectively referred to hereinafter as the "Lease".

WHEREAS, the Parties desire to further extend the Term of the Lease and amend certain terms and conditions thereof; and

WHEREAS, the Lease, as amended by this Second Amendment is hereinafter referred to jointly as the "Lease, as Amended".

NOW THEREFORE, the Parties hereto agree as follows:

For and in consideration of the amount of One and 00/100 Dollar (\$1.00), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

1. **Recitals.** The above recitals are incorporated by reference as if fully set forth herein.
2. **Term of Extension.** The Lease is hereby extended for a further period of Five (5) years, commencing on August 1, 2012 (the "Second Extended Term Effective Date"), and expiring on July 31, 2017 (the "Second Extended Term").

3. **Base Annual Rent.**

(a) For the Second Extended Term set forth in Paragraph 2 above, Tenant shall pay Base Annual Rent for the Demised Premises as follows commencing on the Second Extended Term Effective Date:

Period	Base Annual Rent	Monthly Base Rent
8/1/2012 – 7/31/2013	\$85,072.64	\$7,089.34
8/1/2013 – 7/31/2014	\$87,024.29	\$7,252.02
8/1/2014 – 7/31/2015	\$89,034.92	\$7,419.58
8/1/2015 – 7/31/2016	\$91,105.99	\$7,592.17
8/1/2016 – 7/31/2017	\$93,239.12	\$7,768.93

(b) The Base Annual Rent set forth in Paragraph 3(a) above includes the sum of \$20,000 per annum (which amount is not subject to annual increases) as a replacement for the payment of Additional Rent previously provided for in Paragraph 2 of the First Amendment to Lease.

4. **Additional Rent and Bonus Rent.** Tenant shall have no obligation for Additional Rent and Bonus Rent as provided in Paragraph 2 of the First Amendment to Lease during the Second Extended Term.

5. **Address for Notices.** Section 1.9 of the Lease, as Amended, is hereby amended by deleting such Section 1.9 in its entirety and by adding in its stead:

“1.9 (a) ADDRESS FOR NOTICES TO TENANT

Arlington County Real Estate Bureau Chief
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

With a copy to:

Artisphere Executive Director
1101 Wilson Boulevard, 9th Floor
Arlington, Virginia 22209

and

Director, Arlington County Department of
Parks, Recreation & Cultural Resources
2100 Clarendon Boulevard, Suite 414
Arlington, Virginia 22201

(b) ADDRESS FOR NOTICES TO LANDLORD

Paris Associates Limited Partnership
c/o Vornado/Charles E. Smith L.P.
2345 Crystal Drive, Suite 1000
Arlington, Virginia 22202
Attention: President

and to:

Paris Associates Limited Partnership
c/o Vornado Realty Trust
210 Route 4 East
Paramus, New Jersey 07652
Attention: Chief Financial Officer

With a copy to:

Paris Associates Limited Partnership
c/o Vornado/Charles E. Smith L.P.
2345 Crystal Drive
Suite 1000
Arlington, Virginia 22202
Attention: Chief Operating Officer

(c) ADDRESS FOR PAYMENT OF RENT

Paris Associates Limited Partnership
c/o Vornado/Charles E. Smith L.P.
P.O. Box 75239
Baltimore, Maryland 21275-5239".

6. **Supplemental Rent.** Pursuant to Section 2.2 of the Original Lease, Supplemental Rent shall be paid in accordance with the terms of the Lease and shall continue to be adjusted just as if the Extended Term were part of the original Term of the Lease.

7. **Amend Section 29 of the Lease.** Section 29 of the Original Lease is hereby deleted and replaced with the following new language:

“29. **Early Termination of the Lease.** Either party may terminate this Lease by providing the non-terminating party with at least one hundred and eighty (180) days prior written notice of such termination. If such termination notice is given, then this Lease shall terminate as of the date set forth in the termination notice (“Termination Date”), without the need for any further action by either Landlord or Tenant. If this Lease is terminated pursuant to this Section of the Lease, then Base Annual Rent shall be apportioned and paid through the Termination Date. Tenant shall vacate the Demised Premises on or before the Termination Date. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or the value of any leasehold improvements. Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term, or for the value of any renewal or extension option herein contained, or for the value of any Leasehold Improvements.”.

8. **REIT Limitations.** Notwithstanding any other provision of the Lease, as hereby extended, neither Tenant nor any direct or indirect assignee or subtenant of Tenant may enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Demised Premises which provides for a rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the property leased, occupied or utilized, or which would require the payment of any consideration which would not fall within the definition of "rents from real property", as that term is defined in Section 856(d) of the Internal Revenue Code of 1986, as amended.

9. **No Outstanding Payments.** The Parties hereby agree that, as of the date of this Second Amendment, all sums payable by Tenant to Landlord pursuant to the Lease have been paid in full, there being no outstanding rent or other sums whatsoever owed by Tenant to Landlord.

10. **Exhibits: Special Provisions.** Section 20 of the Original Lease is hereby amended by adding thereto the following subsections 20.3 through 20.15 to read as follows:

20.3 Acceptance of Space. Tenant accepts the Demised Premises in its existing "as is" condition and shall be obligated for the payment of rent hereunder, regardless of any time required to construct, alter or redecorate the Demised Premises to Tenant's requirements. Tenant hereby acknowledges and agrees that there are no leasehold improvements or improvement concessions of any kind to be provided by Landlord as part of the Second Amendment.

20.4 **Effect of Second Amendment on Lease:** Except as amended hereby, all other terms and conditions of this Lease, as Amended, remain in full force and effect. In the event the terms and conditions of the Second Amendment conflict with the terms of the Lease, the terms and conditions of the Second Amendment shall prevail and be controlling.

20.5 **Binding Effect:** This Lease, as Amended, shall inure to the benefit of, and bind, the Parties and their respective successors and permitted assigns.

20.6. **Full Force and Effect:** The Parties each represent and warrant to the other that this Lease, as Amended, is in full force and effect and has not been assigned, modified, supplemented or further amended in any way, other than by the Second Amendment.

20.7. **Entire Agreement, Amendment:** This Lease, as Amended, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this Lease, as Amended, shall be of any force and effect. This Lease, as Amended, may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties. All terms used herein but not defined herein which are defined in this Lease, as Amended, shall have the same meaning for purposes hereof as they do for purposes of this Lease, as Amended.

20.8. **Counterparts:** The Second Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

20.9. **Incorporation of Recitals:** The foregoing recitals are fully incorporated into this Lease, as Amended, by this reference.

20.10. **Brokers.** Tenant represents and warrants that it did not retain any broker, agent or real estate salesperson with respect to carrying out negotiations or any other dealings related to this Lease, as Amended. Landlord represents and warrants that it retained Vornado/Charles E. Smith L.P. as its broker ("Broker"). Landlord, and not Tenant, shall compensate Broker according to a separate agreement. Landlord shall hold Tenant harmless from any claims arising out of Landlord's agreement with Broker. Additionally, Landlord agrees to pay all commissions and costs to any and all other brokers or agents entitled to any commission or compensation in connection with this Lease, as Amended, pursuant to the terms of separate agreements, and Landlord shall hold Tenant harmless therefrom.

20.11. **Limitation of Landlord's Liability.** The obligations of Landlord under this Lease, as Amended, do not constitute personal obligations of the individual partners, members, directors, officers, shareholders, trustees or beneficiaries of Landlord, and Tenant shall not seek recourse against the partners, members, directors, officers, shareholders, trustees or beneficiaries of Landlord, or any of their personal assets for satisfaction of any liability with respect to this Lease, as Amended. In the event of any default by Landlord under this Lease, as Amended, Tenant's sole and exclusive remedies shall be against Landlord's interest in the Property, and any applicable insurance proceeds, condemnation awards, and other funds. The provisions of this paragraph are not designed to relieve Landlord from the performance of any of its obligations under this Lease, as Amended, but rather to limit Landlord's liability in the case of the recovery of a judgment against it, as aforesaid, nor shall any of the provisions of this paragraph be deemed to limit or otherwise affect Tenant's right to obtain injunctive relief or specific performance or availability of any other right or remedy which may be accorded Tenant by law or this Lease, as Amended. In the event of sale or other transfer of Landlord's right, title and interest in the Property, Landlord shall be released from all liability and obligations thereafter accruing under this Lease, as Amended; provided, that this paragraph shall inure to the benefit of any such purchaser or transferee, and further provided that the purchaser or transferee shall be deemed the Landlord hereunder, and further provided that the purchaser or transferee has assumed all of the Landlord's obligations under this Lease, as Amended.

20.12. **Relationship of Landlord and Tenant and Landlord's Liability.** Nothing in this Lease, as Amended, shall be interpreted or construed as creating any partnership, joint venture, agency or any other relationship between the parties, other than that of landlord and tenant.

20.13 **Role of Tenant/Tenant's Decisions; No Waiver.** Tenant's execution of this Lease shall not constitute the granting of governmental approval to Landlord for any governmental approval or consent required to be obtained by Landlord. Nothing in this Lease shall be construed to waive any of Tenant's powers, rights, or obligations as a governing authority or local governmental body, including, but not limited to, its police powers, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever.

20.14 **No Rights in Third Parties.** The Parties agree that no provision of this Lease shall create in the public, or in any person or entity other than the Parties, any rights as a third party beneficiary hereunder.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused multiple counterparts of this Second Amendment to be signed in their respective names by their respective authorized signatories, effective as of the dates indicated below.

WITNESS FOR LANDLORD:

LANDLORD:

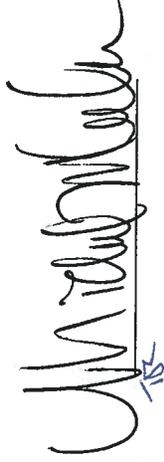
PARIS ASSOCIATES LIMITED PARTNERSHIP

By: Paris LLC
General Partner

By: Vornado Rosslyn LLC
Manager

By: Vornado Realty L.P.
Sole Member

By: Vornado Realty Trust
General Partner



By:  (SEAL)
Mitchell N. Shear, President
Vornado/Charles E. Smith
Washington, D.C. Office Division
Date: 02/18/12

WITNESS FOR TENANT:

**TENANT: THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**

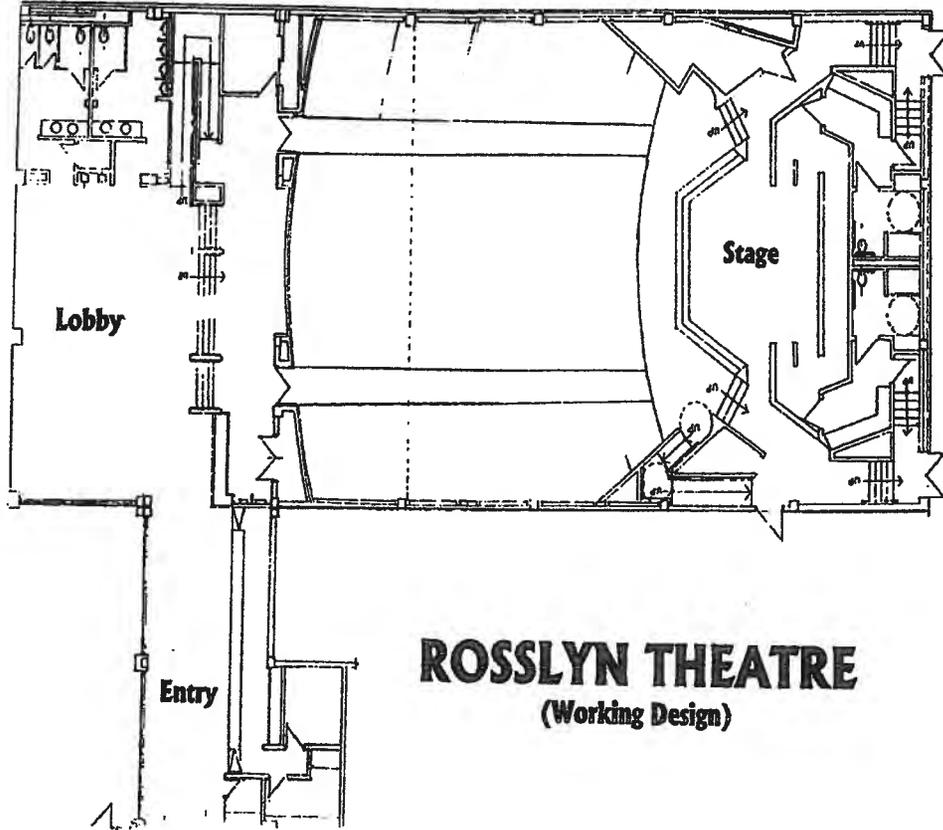
By: _____ (SEAL)
Name: Uri Arkin
Title: Real Estate Bureau Chief

Approved as to form:

County Attorney

EXHIBIT A
DEMISED PREMISES FLOOR PLAN

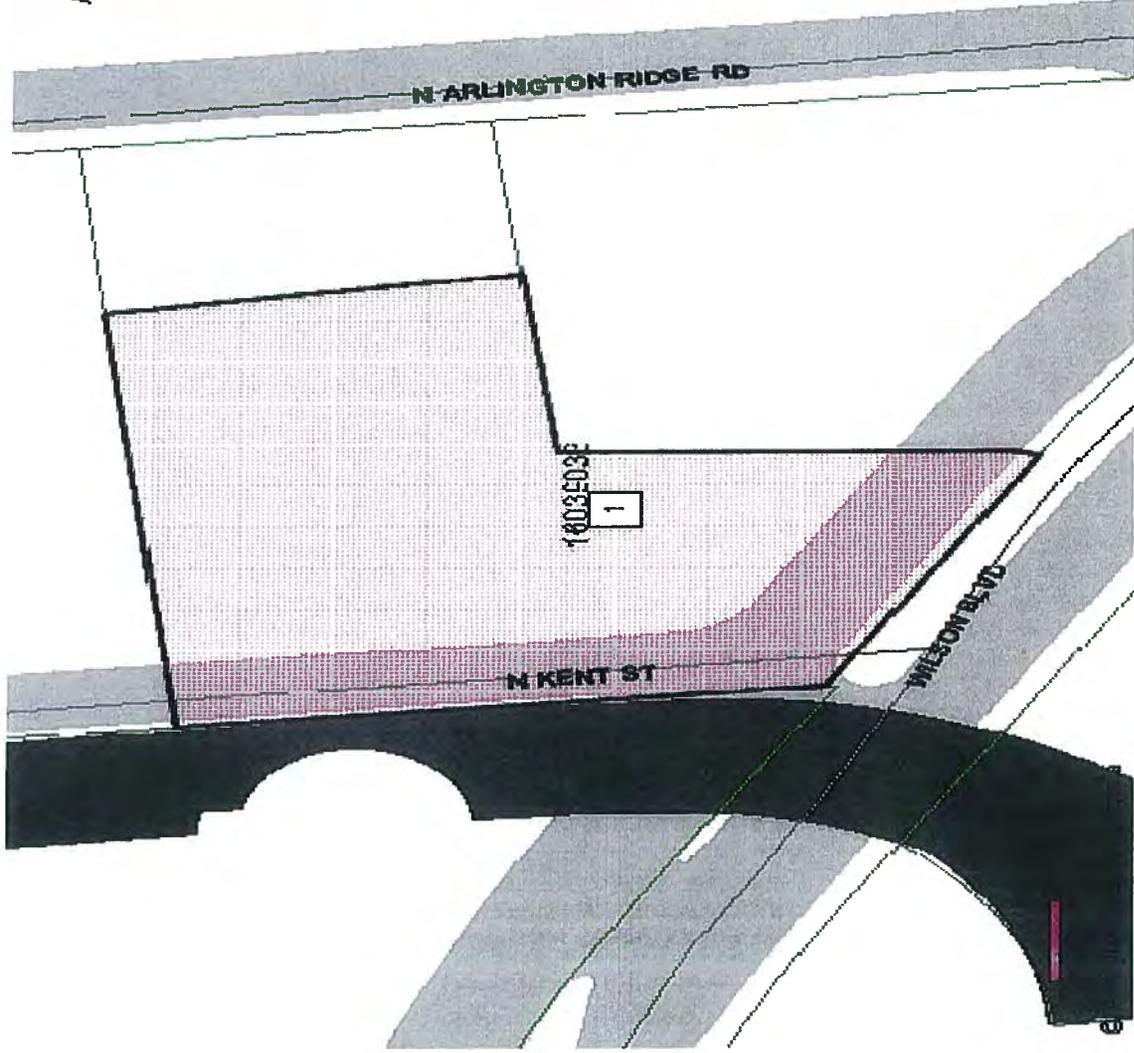
FLOOR PLAN



ROSSLYN THEATRE
(Working Design)

ATTACHMENT 1
VICINITY MAP

1601 N. Kent Street
Arlington, VA 22209



RPC #s: 20024240, 20024241, 20024242, 20024243, 20024245 and 20024246

Return original document to:

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

DEED OF COVENANTS TO MAINTAIN PUBLIC PARK AND LICENSE AGREEMENT

THIS DEED OF COVENANTS TO MAINTAIN PUBLIC PARK AND LICENSE AGREEMENT (the "Deed") is made this ____ day of _____ 2012, by BUCKINGHAM COMMONS II ASSOCIATES, LLC, a Delaware limited liability company; BUCKINGHAM PARCEL D ASSOCIATES, LLC, a Delaware limited liability company; and BUCKINGHAM MI APARTMENTS, LP, a Virginia limited partnership and BUCKINGHAM MARKET APARTMENTS, LLC, a Delaware limited liability company (collectively, "Grantors"), GRANTORS and LICENSEES; and the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic (the "County" or "Grantee"), GRANTEE and LICENSOR. The Grantors and Grantee are sometimes collectively referred to hereinafter as "Parties" and individually referred to hereinafter as "Party".

RECITALS

R-1: On June 9, 2007, the County Board of Arlington County, Virginia, enacted an Ordinance pursuant to an application by 4319 North Pershing Drive Apartment Investors, LLC ("4319") for Site Plan #405 on file in the Office of the Zoning Administrator, for a special exception for a site plan for certain property then known as Buckingham Section Nine (the "Ordinance"), currently known as Parcels A, B, C, D and E and currently consisting of RPC #s 20024240, 20024241, 20024242, 20024243, and 20024245 and 20024246 (collectively, "Site Plan Property");

R-2: After enactment of the Ordinance, 4319 (the then-owner of the Site Plan Property) resubdivided the Site Plan Property by Deed of Vacation, Rededication and Resubdivision dated October 11, 2007, and recorded on October 12, 2007 in Deed Book 4141 at Page 803 among the Arlington County, Virginia land records ("Land Records"), to be known after such resubdivision as Parcels A through E, Buckingham Commons Village 1;

R-3: Thereafter, Buckingham Commons II Associates, LLC acquired Parcels B and C, by virtue of a deed dated October 30, 2007, and recorded in Deed Book 4146 at Page 62 among the Land Records; Buckingham Parcel D Associates, LLC acquired Parcel D by virtue of a deed dated October 30, 2007, and recorded in Deed Book 4146 at Page 62 among the Land Records; and Buckingham MI Apartments, LP acquired Parcel E by virtue of a deed dated October 30, 2007, and recorded in Deed Book 4146 at Page 48 among the Land Records;

R-4: On September 24, 2009, Buckingham MI Apartments, LP, owner of Parcel E, created the Buckingham Village Condominium by recordation of a Declaration for Buckingham Village 1 Condominium in Deed Book 4311 at Page 1639 among the Land Records, including Convertible Space A and Convertible Space B (collectively, Parcels B, C, D and E, including Convertible Space A and Convertible Space B, are hereinafter referred to as the “Burdened Parcels”).

R-5: By Deed of Bargain and Sale recorded in Deed Book 4312 at Page 488, Buckingham M.I. Apartments, L.P. conveyed Convertible Space B to Buckingham Market Apartments, LLC.

R-6: The County acquired Parcel A, Buckingham Commons Village 1, by virtue of a deed dated October 13, 2009, and recorded October 13, 2009 in Deed Book 4316 at Page 1274 among the Land Records (the “County Parcel”);

R-7: Immediately prior to the recordation of this Deed, the County recorded a Deed of Resubdivision and Dedication and plat to resubdivide the County Parcel, as described and depicted on the plat attached thereto, and to dedicate certain areas of the County Parcel for public park purposes and public street and utilities purposes;

R-8: The Ordinance contains several conditions, including Condition No. 76, which provides, among other things, that the developer, as defined therein, of the Site Plan Property shall design, construct, inspect, maintain and repair a public park, including all elements, equipment and other improvements, as described in the Ordinance on a portion of the Site Plan Property. Such portions are designated as “Parcel A1” and “Parcel A2” on the plat attached as Exhibit D (“Plat”), entitled “Plat Showing The Resubdivision of Parcel A BUCKINGHAM COMMONS VILLAGE 1 Deed Book 4141, Page 803, Arlington County, Virginia”, prepared by Urban, Ltd., and dated February, 2012 (collectively, “Park Property” or “Public Park”). The phrases “Park Property” or “Public Park” as used hereinafter shall be deemed to include and, refer collectively to the real estate elements, equipment, and other improvements;

R-9: Since enactment of the Ordinance, the County Manager has approved: the final Civil Engineering Plan dated December 7, 2009 (approved by the Director of the Department of Environmental Services on February 5, 2010); the Buckingham Village I Redevelopment Community Park Plan dated March 12, 2010 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on March 27, 2010); the Landscape Architectural Specifications Manual dated January 19, 2011 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on April 15, 2011); and the Buckingham Redev. – Public Park Construction Documents dated January 19, 2011 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on April 15, 2011) as required by Condition No. 76 of the Ordinance (collectively, the “Park Plan”). The approved plans and documents included all equipment and improvements to be constructed in the Public Park;

R-10: The County, Paradigm Development Company (“Paradigm”), and others entered into a Construction Agreement, dated July 28, 2011, setting forth the terms and conditions by which the developer (as that term is defined in Site Plan #405) will satisfy Condition #76 concerning the design and construction of the Public Park (the “Construction Agreement”);

R-11: On July 9, 2011, the County Board approved the naming of the Public Park to be known as “Henry Wright Park”;

R-12: Upon completion of construction of the Public Park by Paradigm and others, and prior to the acceptance by the County of the Public Park, Paradigm and others are required, pursuant to Paragraph 16 of the Construction Agreement, to deliver to the County this Deed fully executed;

R-13: By this Deed, the County and the Grantors desire to subject the Burdened Parcels, and to bind the Grantors, their respective successors in title and all future owners of the Burdened Parcels, to the covenants hereinafter provided, all for the benefit of the County and the County Parcel. Such covenants shall run with the land.

COVENANTS TO MAINTAIN PUBLIC PARK

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the mutual covenants and agreements of the Parties set forth hereinafter, and other good and valuable consideration, the Parties for themselves, and for their respective successors in title and interest, hereby covenant and agree as follows. As used hereinafter, the terms “Grantors” and “Grantee” shall be deemed to include their respective successors in title and interest.

1. The Burdened Parcels shall be held, transferred, sold, conveyed, and occupied subject to these Covenants to Maintain Public Park (“Covenants”). By this Deed, the Grantors hereby declare, covenant, agree and impose upon the Burdened Parcels the covenants contained herein, which Covenants shall run with the land and shall benefit the County Parcel. The Burdened Parcels are, and shall be held, transferred, sold and conveyed subject to the Covenants of this Deed, which Covenants shall be binding upon the Burdened Parcels and owners thereof.
2. Prior to execution of this Deed by the Parties, the Grantors and developer, as defined in the Ordinance, shall have designed, at their sole cost and expense, and constructed or caused to be constructed the Public Park at the County’s expense, as required by the Ordinance and the Construction Agreement.

The Grantors hereby covenant and bind themselves, and their respective successors in title and interest, to inspect, maintain, repair, replace, remove and renovate the Park elements, equipment and improvements, as such elements, equipment and improvements are shown and described in the Park Plan and Exhibit E attached

hereto, and as required by Condition #76 of the Ordinance, attached to this Deed as Exhibit A, according to the following requirements:

- a. The Grantors agree that the Grantors, and not the County, shall be solely obligated and liable, at all times, for the inspection, maintenance, repair, replacement, removal and renovation of the Public Park, including all of its elements, equipment and improvements, as shown and described in the Park Plan, where there is excess wear and tear that requires replacement for health and safety reasons. The Grantors must immediately secure (from use by any person) any equipment that is determined by the Director of DPR (defined below) to pose a health or safety hazard or risk. All maintenance work including, without limitation, mowing of grass and removal of debris and trash, shall be performed in accordance with manufacturer's recommendations, the Department of Justice Title II Regulation 28 CFR Part 35 for State and Local Governments and the 2010 Americans with Disabilities Act Standards for Accessible Design or most current federal standards, standards and procedures set forth by the Arlington County Department of Parks and Recreation ("DPR"), and all successor procedures generally applicable to public parks in Arlington County, Virginia, as the same exist upon delivery of this Deed or as may hereafter be enacted or amended, and, in addition, in accordance with the Maintenance Standards set forth in Exhibit B attached hereto. The Grantors, at all times, shall maintain the Park Property in clean, safe, and sanitary condition; take good care thereof and suffer no waste or injury thereto. The County and the Grantors hereby agree that the Arlington County Manager, or the Director of DPR, if authorized by the County Manager, shall solely determine whether the Public Park has been maintained by Grantors in accordance with such standards and requirements of this Deed.
- b. The Grantors shall post with the County a maintenance bond, cash escrow, or letter of credit (collectively "Maintenance Bond"), as determined by and in a form acceptable to, the Director of DPR. The amount of the Maintenance Bond shall be equal to the cost, as such cost has been determined by the County, and provided hereinafter, of inspecting, maintaining and repairing the Public Park for one year. The amount of the Maintenance Bond shall be \$22,000.00 ("Maintenance Bond Amount"). The Grantors agree to submit the Maintenance Bond to the Director of DPR at the time of completion of construction of the Public Park by developer, and prior to acceptance by the County of the Public Park equipment and improvements. The Public Park shall be considered complete, in accordance with the plans and specifications, when the Director of DPR notifies the Grantors in writing of such fact. Should the Grantors fail to inspect, maintain, or repair the Public Park in strict accordance with Maintenance Standards and other requirements of this Deed, as such failure solely is determined by the County Manager in her/his

reasonable discretion, or by the Director of DPR (if authorized by the County Manager), then the Maintenance Bond will be drawn upon, enforced or applied by the County to pay for necessary inspection, maintenance, and repairs after notice to the Grantors as provided in Sec. 2.c. below.

Immediately upon drawing, enforcement, or application of the Maintenance Bond, the Grantors shall restore or replenish, or cause to be restored or replenished, the full amount of the Maintenance Bond. The request for a Maintenance Bond shall continue and remain in full force and effect from year to year for the duration of these Covenants. If, at any time, the Maintenance Bond is not, for any reason, in full force and effect, then the County shall have all remedies available at law and equity, including, without limitation, specific performance. Grantors acknowledge that the failure to maintain the Maintenance Bond, inter alia, is a violation of Condition #76 of the Site Plan.

- c. If the Grantors fail to inspect, maintain or repair the Public Park as required by this Deed, then the County shall notify Grantors in writing of such failure. In the notice, the County will allow Grantors a period of thirty (30) days to cure such failure. If, after the thirty (30) day period ends, the Grantors have failed to complete the requirements of this Deed to inspect, maintain or repair the Public Park in strict accordance with this Deed, then the County may, in its sole discretion, draw upon, enforce, or apply the Maintenance Bond to pay for necessary inspections, maintenance and repairs.
 - i.) The Grantors shall also establish, as hereinafter described , and at all times maintain, through annual contributions of the Grantors, a separate capital replacement reserve fund (“Reserve Fund”). The Reserve Fund shall exist for the sole purpose of assuring that adequate funds are available, and will be available in the future, to remove, replace or substantially renovate recreational elements, equipment and improvements within the Public Park, when elements, equipment and improvements reach the end of their estimated useful life cycle, as determined by the County Director of DPR.
 - ii.) Prior to the execution of this Deed by the County, the Grantors shall make the first contribution to the Reserve Fund in the amount of \$15,231.00. The Grantors shall make annual contributions (which may be made in monthly installments) to the Reserve Fund, and submit, annually, as hereinafter provided, to the Director of DPR written evidence of such contributions. Each contribution to the Reserve Fund shall be in an annual amount (but may be made in monthly installments), due and payable on or before April 15 of each calendar year indicated in the chart as follows:

Calendar Year	Amount	Calendar Year	Amount
		2027	\$23,729.43
2013	\$15,687.93	2028	\$24,441.31
2014	\$16,158.57	2029	\$25,174.55
2015	\$16,643.33	2030	\$25,929.79
2016	\$17,142.63	2031	\$26,707.68
2017	\$17,656.91	2032	\$27,508.91
2018	\$18,186.62	2033	\$28,334.18
2019	\$18,732.22	2034	\$29,184.21
2020	\$19,294.19	2035	\$30,059.74
2021	\$19,873.02	2036	\$30,961.53
2022	\$20,469.21	2037	\$31,890.38
2023	\$21,083.29	2038	\$32,847.09
2024	\$21,715.79	2039	\$33,832.50
2025	\$22,367.26	2040	\$34,847.48
2026	\$23,038.28	2041	\$35,892.90

The amounts in the chart above include an annual escalation of 3.0%. The amounts are for the first 30 years of operation of the Public Park. Beginning in the year 2042, the Grantors shall continue to make annual payments, perpetually, to the Reserve Fund with an annual escalation of 3.0%, along with any periodic adjustments, if necessary to maintain the adequacy of the Reserve Fund, as provided below.

The amount or amounts of any or all annual contributions shall be increased, upon prior written notice by the County to the Grantors, if an analysis by the Director of DPR determines, in his/her sole discretion but with reasonable discussion with the Grantor, that such increase is necessary to maintain the adequacy of the Reserve Fund. A copy of such analysis will be provided by the County to the Grantors upon request.

iii.) The elements, equipment and improvements to which the Reserve Fund relates are generally described as the concrete curb, sidewalks, utilities, benches, tables, chairs, trash cans, playground equipment, play surface, fence, signs, pavilion, flag poles, pavers, bike racks, drinking fountain, and lighting, and more particularly described in the final Civil Engineering Plan dated December 7, 2009 (approved by the Director of the Department of Environmental Services on February 5, 2010), the Buckingham Village I Redevelopment Community Park Plan dated March 12, 2010 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on March 27, 2010), the Landscape Architectural Specifications Manual dated January 19, 2011 (approved by the Planning Division Chief of the Department of Community Planning, Housing and

Development on April 15, 2011), and the Buckingham Redev.-Public Park Construction Documents dated January 19, 2011 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on April 15, 2011).

iv.) A Life Cycle and Replacement Plan specifying when elements, equipment and improvements shall be replaced or renovated is attached to this Deed designated as Exhibit C and incorporated herein by reference. The Grantors may submit a written request for consideration by the Director of DPR for adjustment of the replacement timing of elements. Exhibit C does not relieve the Grantors of its independent obligation to inspect, maintain, and immediately replace and repair any such elements, equipment and improvements which are in an unsafe condition.

v.) Prior to the execution of this Deed, the Grantors shall establish the Reserve Fund and written evidence of the establishment of the Reserve Fund, acceptable to the Director of DPR, shall immediately be delivered by the Grantors to the Director of DPR. The Reserve Fund account information and annual statement shall be provided by the Grantors to the Director of DPR by April 15th of each year. The first Reserve Fund annual statement shall be due on the April 15th following completion of the Public Park, as such completion is described in Sec. 2.b. above. The Grantors shall deliver to the County an annual statement showing the current account funds in the Reserve Fund and an itemization of all deductions from the account over the preceding year.

- e. The Grantors shall obtain, in its own account, and pay or cause to be paid, any and all: installation, connection, and service charges for water, electricity, gas, sewage, waste; trash removal; garbage disposal; and all other utility services furnished to the Public Park. The Grantors further shall pay for any and all other costs and expenses related to the installation, operation, management, maintenance, repair and replacement of any elements, equipment or improvements for the Public Park. The County shall neither be responsible nor liable for the above described costs and expenses.
- f. All notices, demands, and requests which may be given or, are required to be given by any party to the other Party shall be in writing, and shall be either hand delivered by FedEx or sent by United States certified mail, return receipt requested, with proper first class postage prepaid, properly and full addressed, as follows:

If to the County: Real Estate Bureau Chief
Arlington County
Department of Environmental Services
2100 Clarendon Blvd., Suite 800

Arlington, VA 22201

With copy to: Director, Department of Parks and Recreation
Arlington County
2100 Clarendon Blvd, 4th Floor
Arlington, VA 22201

If to Grantors: Buckingham Market Apartments LLC
Attn: Patricia Beyer Smith
c/o Paradigm Development Company
1415 N. Taft Street, Suite 100
Arlington, VA 22201

Buckingham Parcel D Associates, LLC
Attn: Patricia Beyer Smith
c/o Paradigm Development Company
1415 N. Taft Street, Suite 100
Arlington, VA 22201

Buckingham MI Apartments, LLC
Attn: Patricia Beyer Smith
c/o Paradigm Development Company
1415 N. Taft Street, Suite 100
Arlington, VA 22201

Buckingham Commons II Associates, LLC
Attn: Patricia Beyer Smith
c/o Paradigm Development Company
1415 N. Taft Street, Suite 100
Arlington, VA 22201

Notice shall be deemed effective upon delivery. Any party may, by like notice given to all other Parties at least seven (7) days before such change becomes effective, designate in writing a new address to which such notices shall be sent.

3. The Grantors are, and shall be, each jointly and severally liable and obligated to, at all times, comply with, and satisfy, all the requirements of these Covenants.
4. If, after the Effective Date of this Deed, the County installs or replaces elements, equipment or improvements in the Public Park which are inconsistent with the approved Park Plan, (collectively, "Subsequent Inconsistent County Improvements"), then the Grantors shall not be responsible for inspecting, maintaining, repairing or replacing such Subsequent Inconsistent Improvements.

5. These Covenants shall neither extinguish nor diminish the rights of the County to use the County Property for any public purpose, or permit the use thereof by the public at large, in the County's sole discretion. If the Grantors fail to maintain the Park Property consistent with the Site Plan, including Condition #76, and in strict accordance with these Covenants, then the County retains the right, in its sole discretion and without any obligation or liability to the County, to other Parties, or to any third persons whatsoever, to close all, or any portion of, the Park Property and/or to exclude all persons and entities from entry upon, and use, thereof.
6. As to the Public Park, the Director of Parks and Recreation, or his/her designee, will only issue special events permits, and only for those purposes now requiring such permits. If the County issues any special event permit to persons or entities, other than the Grantors, to use the Public Park, then the Grantors shall not be responsible for removing trash from the Public Park after such event, or restoring damage to the Public Park, caused by the permittee during such event.
7. No failure by the County to enforce any provision of these Covenants shall be deemed a waiver of the County's rights to enforce these Covenants thereafter.
8. Any breach of these Covenants by the Grantors shall not abrogate the effect of these Covenants to run with the land.
9. The Parties agree that no provision of this Deed shall create in the public, or in any person or entity other than those signing this Deed, their executors, administrators and assigns as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to these Covenants or otherwise. No person or entity, other than the Grantee shall have any right to enforce these Covenants.
10. The obligations created by these Covenants shall survive any transfer, division, or subdivision of the Burdened Parcels, or aggregation of any other real property with the Burdened Parcels.
11. If the County shall determine that any default has occurred under these Covenants, then the County may enforce the Covenants by proceeding at law, or in equity, against the persons or entities violating or attempting to violate any part of the Covenants. The County may seek judicial action to restrain or enforce any violation of these Covenants. No remedy conferred upon, or reserved to, the County by these Covenants is intended to be exclusive of any other available remedy or remedies. Each and every such remedy is cumulative and in addition to every other remedy given under the Covenants and existing at law or equity. No delay or omission to exercise any right or power conferred under the Covenants will impair any such right or power or will be construed to be a waiver thereof.

12. The Covenants shall not be amended or released, except by written instrument executed by the Grantee.
13. If any provision of this Deed shall be held invalid or unenforceable, such holding shall not invalidate or make unenforceable any other provision of this Deed.
14. As used in these Covenants, the terms “maintenance” and “maintain” shall be construed to include, without limitation, the responsibility of the Grantors to replace any plant, structure, or fixture required by the Park Landscape Plan, upon a determination by the County Director of the DPR that such plant, structure, or fixture needs replacement to comply with, or as required by, the County Code, the Ordinance, or County standards.
15. This Deed shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia. All legal actions brought by either Grantors or Grantee concerning this Deed shall be brought in the Arlington County General District Court, the Arlington County Circuit Court, and no other court.
16. This Deed shall not become effective unless and until the County Board of Arlington County, Virginia, approves this Deed and it is executed on behalf of the County (“Effective Date”). If this Deed is not approved by the County Board and executed by an authorized person, then no liability whatsoever shall accrue to the County or the Grantors, and the County and the Grantors shall have no obligations whatsoever to each other.
17. The Recitals set forth above are incorporated into this Deed.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License Agreement”) is hereby made a part of this Deed.

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the County Board of Arlington County, Virginia (the “County”), as Licensor, hereby grants to the Grantors and their successors in title and interest to the Burdened Parcels (as defined in the Recitals to this Deed), as Licensees, hereinafter jointly “Licensees” for the purposes of this License Agreement, permission to enter the County Parcel for the specific purposes set forth in this Deed, and perform their obligations thereunder, upon the following terms and conditions:

1. The Licensed Premises. The Licensees are hereby granted nonexclusive

permission to enter the County Parcel (“Licensed Premises”) in its “AS IS” condition for the sole purpose of the uses permitted in Section 3 below, subject to the terms of this License Agreement.

2. Term. The term of this License Agreement shall begin on the date that this License Agreement is executed on behalf of the Licensor (the “License Commencement Date”) and shall continue until the above Covenants, which run with the land and inure to the benefit of the owner of the County Parcel, and are binding upon, the Licensees, and their respective successors in title and interest, are terminated or otherwise extinguished, as evidenced by a recorded instrument executed by the Parties.
3. Permissions Under License Agreement. The Licensees are permitted access to enter the Licensed Premises solely to perform the inspection, maintenance, repair, replacement, renovation and removal obligations (“Permissions”) necessary to maintain the County Parcel and Public Park in strict accordance with the requirements of this Deed. The Licensees also shall comply with all laws, rules, orders, ordinances and regulations of the County, and of any applicable governmental authority, the Arlington County Manager, his/her designee, as now existing and as hereinafter may be amended or modified by the County.
4. No Transfer or Assignment. This License Agreement and the permissions, rights and obligations under this License Agreement are non-transferable and non-assignable by the Licensee to any person or entity who or which is not a successor in title and interest to the Grantors.
5. Rights of County as Licensor. The Licensor, through the Director of DPR, has, and shall have, the unilateral right to determine, schedule, program, and administer the use of the Public Park to the same extent as any other public park designated as a Neighborhood Park under DPR’s Open Space Classification System. The uses of the Public Park may include events considered appropriate by the Director of DPR for the size, parking availability, classification and location of the Public Park. Licensee may obtain from the County permission to schedule programs in the Public Park through the DPR Facilities Scheduling Office. All scheduled programs, whether scheduled by the County or by the Licensees, shall be subject to then existing and current Arlington County Park Rules and Regulations. Licensee will be given notice at least 7 days written notice of any said programming and or activities approved by the County.
6. No Signs. The Licensees shall neither install nor place, or permit or authorize others to install or place, on or within the Park Property, any signs, other than those signs permitted by the applicable County ordinances, County

regulations, and any written agreement between the County and others. This provision shall not release the Licensee and others from first obtaining from the County all required permits, approvals, and permissions otherwise required for the placement of such signs. Initial County signage will be installed prior to acceptance of the Public Park by the County, which may include, but is not limited to, signage concerning Park regulations, hours of operations, rules and regulations.

7. Rules and Regulations. All uses of the Licensed Premises, being a public neighborhood park, shall be subject to all then existing and current ordinances, policies, rules and regulations of the County, as may be amended or revised from time to time, including, but not limited to, the established regulations and procedures relating to special events, as described in such regulations and procedures.

8. No Liability, Indemnification. (A) All personal property of Licensees, their employees, agents, contractors, business invitees, Licensees' customers, clients, and guests in and on the Licensed Premises, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. The Licensor shall not be liable to any such person or entity for any damage to, or loss of such personal property. The Licensees hereby agree to defend, indemnify, and hold harmless the Licensor and its elected and appointed officials, officers, employees, contractors and agents from any liability, cost and expenses for lost, stolen, damaged or destroyed personal property of Licensee. (B) The Licensees acknowledge that Licensor, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, special, consequential, punitive or otherwise, as a result of any claim relating to this License Agreement or the Licensees' use of the Licensed Premises. (C) Licensees hereby agree to defend, indemnify and hold harmless the Licensor, and its elected and appointed officials, officers, employees, contracts, agents, successors, and assigns from and against all claims, cause of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property arising from or in connection with, the Licensee's obligation to inspect, maintain, repair, replace, remove and renovate the Park elements, equipment, and improvements as such elements, equipment, and improvements are shown and described in the Park Plan, , as required by Condition #76 of the Ordinance, attached to this Deed as Exhibit A. The indemnification in this section shall survive the expiration or termination of the License Agreement.

9. Insurance. Licensees, at their sole expense, shall obtain and maintain a policy of commercial general liability insurance, beginning on, and at all times after, the Lease Commencement Date, from an insurance carrier satisfactory to

Licensor, providing coverage for claims arising from or in connection with the Licensee's obligations under the Deed, Ordinance and this License Agreement for personal injury, death, property damage or loss suffered by any person, thing or interest, with a minimum of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Such insurance coverage shall protect from liability the persons and entities indemnified under Section 8 of this License Agreement. Licensees shall maintain such insurance coverage in full force and effect continuously at all times after the License Commencement Date. The insurance policy and policy limits shall not operate as a limit on Licensees' liability to Licensor under this License Agreement, nor as a limit on Licensees' duty of indemnification thereunder. Prior to the License Commencement Date, and on each annual anniversary of the Lease Commencement Date thereafter, Licensees shall deliver to the DPR certificates of insurance indicating that the insurance is in effect for the following one year period insuring all activity contemplated under this License Agreement, and containing a twenty (20) days' notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage. If the insurer fails to provide notice to the Licensor, then Licensee shall notify Licensor in writing within 5 calendar days of when Licensee receives notice from insurer of any such termination, cancellation, non-renewal, material change, or reduction of coverage. The policy shall provide, among other things, that the actions or omission of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. No provision of this Deed shall act as a waiver of any rights of subrogation of the Licensor's Self Insurance Program or Licensor insurance carrier(s). The insurance required to be carried by Licensees herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated no lower than A- in the A.M. Best Rate Guide. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name Licensor and others listed hereinafter as additional insureds and loss payees; and (iii) shall provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days prior written notice to Licensor. At Licensor's written request, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to Licensor of the payment of all premiums for such policy, shall be delivered to Licensor. Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensees hereunder and the certificate of insurance, or the certified policy must so state. Coverage afforded under this Section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors, and agents.

The following definition of the term “County” applies to all policies issued under the License Agreement:

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

10. Termination of License. Notwithstanding anything herein to the contrary, the Licensor, and only the Licensor, in its sole discretion, shall have the right to terminate this License Agreement, at any time, but only in writing, without cause, without penalty, and without liability whatsoever to the Licensee, by providing thirty (30) days prior written notice of such termination to the Licensees. If, after the effective date of such termination, Licensees fail to terminate their use of the Park Property and to vacate all areas of the Park Property promptly upon the termination of this License Agreement, then Licensees shall be deemed a trespasser(s). Thereafter, the Licensor may immediately remove, or cause to be removed, the Licensees. This License Agreement shall not automatically terminate upon the transfer or conveyance of the Burdened Parcels, as such parcels are defined in the Recitals to this Deed. This License Agreement, being necessary to ensure performance of the Deed Covenants and Ordinance, shall: inure to the benefit of the owner of the County Parcel; and be binding upon, the Licensees, unless terminated or otherwise extinguished.
11. Park Closure. The Licensor has the right to temporarily or permanently close, the Public Park or any portion thereof in the interest of public health, safety and welfare, without liability to the Licensor or to others.
12. Liability. The Licensees are, and shall be, jointly and severally liable and obligated to, at all times, to comply with, and satisfy, all the requirements of this License Agreement.
13. No Partnership or Lease. It is agreed that nothing contained in this License Agreement shall be deemed or construed as creating a partnership, joint venture, the relationship of landlord and tenant between Licensor and Licensees, a leasehold interest, or any real estate or ownership interest in the County Parcel. The Licensor has the continuing right at all times to enter upon or use the Licensed Premises at will without notice.

14. Role of County/Effect of County Decisions; No Waiver. The County's execution of this License Agreement shall neither constitute nor be deemed to be governmental approval for any actions or interest contemplated herein, or for any other governmental approval or consent required to be obtained by the Licensees from the County. Whenever, in this License Agreement, the County is required to join in, consent, give its approval, or otherwise act under this License Agreement, it is understood that such obligations are meant to apply to the County acting in its capacity as a property owner and not in its capacity as a governing authority. Notwithstanding the foregoing, nothing in this License Agreement shall be construed to waive any of County's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Licensed Premises, including, but not limited to the County's police power, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever.
15. No Waiver of Sovereign Immunity by County. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this License Agreement nor any action taken by the County pursuant to this License Agreement nor any document which arises out of this License Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County, or of its elected and appointed officials, officers and employees.
16. No Rights in Third Parties. The parties hereto mutually agree that no provision of this License Agreement shall create in the public, or in any person or entity other than those signing this License Agreement, their executors, administrators and assigns as parties hereto, rights as third party beneficiary hereunder, or authorized any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this License Agreement or otherwise. No party, other than the Licensor, Licensees, and Licensees' successors in title and interest, shall have any right to enforce this License Agreement.
17. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this License Agreement to the contrary, the County shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensees or any third party or parties, from any liability whatsoever, regarding this License Agreement or any act or omission arising out of this License Agreement.
18. Applicability of Laws. This License Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia. All legal actions brought by either Licensor or Licensee concerning this License Agreement shall be brought in the Arlington County General

District Court, or the Arlington County Circuit Court, and no other court.

19. Approval of License Agreement by Licensor. This License Agreement shall not become effective unless and until the County Board approves this License Agreement, and this Deed is accepted on behalf of the County Board. If this License Agreement is not approved by the County Board and executed by an authorized person, then no liability whatsoever shall accrue to the County or the Licensees, and the County and the Licensees shall have no obligations whatsoever to each other.

COVENANTS REAL

The Grantors/Licensees declare that the agreements and covenants stated in this Deed are not covenants personal to the Grantors/Licensees, but are covenants real, running with the land.

This Deed shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia.

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES AND SEALS APPEAR ON THE FOLLOWING PAGES]

GRANTORS/LICENSEES:

BUCKINGHAM COMMONS II ASSOCIATES, LLC,
a Delaware limited liability company

By: Paradigm Buckingham Commons II, LLC,
a Virginia limited liability company,
its Managing Member

By: Buckingham Commons II, Inc.,
a Virginia corporation,
its Managing Member

By: _____ (SEAL)
Stanley W. Sloter, its President

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Stanley W. Sloter, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself as the President of Buckingham Commons II, Inc., a Virginia corporation, Managing Member of Paradigm Buckingham Commons II, LLC, a Virginia limited liability company, Managing Member of BUCKINGHAM COMMONS II ASSOCIATES, LLC, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing document for the purposes therein contained, by signing his name on behalf of the limited liability company.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Notary Registration No: _____

BUCKINGHAM PARCEL D ASSOCIATES,
LLC, a Delaware limited liability company

By: Paradigm Parcel D Associates, LLC,
a Virginia limited liability company,
its Managing Member

By: Paradigm Parcel D, Inc.,
a Virginia corporation,
its Managing Member

By: _____ (SEAL)
Stanley W. Sloter, its President

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Stanley W. Sloter, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself as the President of Paradigm Parcel D, Inc., a Virginia corporation, Managing Member of Paradigm Parcel D Associates, LLC, a Virginia limited liability company, Managing Member of BUCKINGHAM PARCEL D ASSOCIATES, LLC, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing document for the purposes therein contained, by signing his name on behalf of the limited liability company.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Notary Registration No: _____

BUCKINGHAM MI APARTMENTS, LP,
a Virginia limited partnership

By: Paradigm Buckingham M.I. Apartments, LP,
A Virginia limited partnership,
Its General Partner

By: Paradigm Buckingham M.I., Inc.,
A Virginia corporation,
Its General Partner

By: _____ (SEAL)
Stanley W. Sloter, its President

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Stanley W. Sloter, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself as the President of Paradigm Buckingham M.I., Inc., a Virginia corporation, General Partner of Paradigm Buckingham M.I. Apartments, LP, a Virginia limited partnership, General Partner of BUCKINGHAM MI APARTMENTS, LP, a Virginia limited partnership, and that he, in such capacity, being authorized to do so, executed the foregoing document for the purposes therein contained, by signing his name on behalf of the limited liability company.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Notary Registration No: _____

BUCKINGHAM MARKET APARTMENTS,
LLC, a Delaware limited liability company

By: Paradigm Buckingham Market Apartments, LLC,
a Virginia limited liability company,
its Managing Member

By: Paradigm Buckingham Market, Inc.,
A Virginia corporation,
Its Managing Member

By: _____ (SEAL)
Stanley W. Sloter, its President

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Stanley W. Sloter, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself as the President of Paradigm Buckingham Market, Inc., a Virginia corporation, Managing Member of Paradigm Buckingham Market Apartments, LLC, a Virginia limited liability company, Managing Member of BUCKINGHAM MARKET APARTMENTS, LLC, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing document for the purposes therein contained, by signing his name on behalf of the limited liability company.

GIVEN under my hand and seal this _____ day of _____, 20_____.

Notary Public

My Commission expires: _____

Notary Registration No: _____

GRANTEE/LICENSOR:

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this _____ day of _____, 20____, on behalf of the County Board of Arlington County, Virginia, pursuant to a Resolution, of the said Board duly adopted on September 17, 2011.

By: _____
For the County Board of Arlington County, Virginia
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____
_____, on behalf of THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA, a body corporate, this _____ day of _____,
20____.

Notary Public

My Commission expires: _____

Notary Registration No: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

EXHIBIT A
Site Plan #405, Condition #76

Public Park Improvements

76. Design of Public Park

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

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

- a. A cost estimate to construct the park as shown on the final park landscape plan;
- b. An annual maintenance plan, including the estimated cost of maintaining the park for one year, subject to approval by the County Manager;
- c. A life cycle and replacement plan for proposed park features and equipment, including estimated annual funding contributions to an escrow account that would be necessary to pay for major equipment replacement or park renovations in the

- d. future, to ensure that the park remains in good repair, which plan shall be subject to approval by the County Manager;
- e. Details of the park amenities and structures, including, but not limited to, tot and elementary-aged play equipment, engineered or rubberized play surfaces, pergolas, gazebos, kiosks, pavilions, sculptures, public art or focal features, trees and landscaping, details of site furnishings including, but not limited to, benches, tables, chairs, trash receptacles, light posts and fixtures, bollards, drinking fountains, flagpoles, bicycle racks;
- f. The final sidewalk pattern and design of pathways located internal to the Public Park, and the final selection of materials and colors to be used, subject to the approval of the County Manager as consistent with County standards for such materials and colors.

Construction of the Public Park

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

Within 30 days after the issuance of a notice to proceed with construction, the developer agrees to deliver to the County the Schedule of Values for the park construction project. During the construction process, the developer agrees to obtain County Manager approval in advance, for any requested change orders or substitutions to the original bid documents. Throughout the construction process, the developer agrees to submit monthly invoices for park construction work that has been completed and paid for by the developer to date, subject to a retainage of at least 5 percent. Upon submitting an invoice for reimbursement to the County, the developer agrees that the County shall have thirty (30) days in which to pay the invoice. If payment is not provided by the County within

thirty (30) days, the developer shall provide notice to the County of the delinquency in payment. Upon receipt of the developer's notice of delinquency in payment, the County shall have fifteen (15) days to provide payment. If payment of the invoice is not provided by the County within the fifteen (15) days, the developer is under no obligation to continue construction of the park until payment is made by the County or the developer and the County come to an alternative resolution that is acceptable to both parties.

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

Maintenance of the Public Park

The developer agrees to be solely responsible for the inspection, maintenance, and repair of the Public Park and all its elements. All maintenance work shall be performed in accordance with manufacturer's recommendations, the Americans with Disabilities Act standards, standards and procedures set forth by DPR, and all successor procedures generally applicable to public parks in Arlington County, Virginia, as may hereafter be enacted or amended.

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

The developer further agrees that the Agreement with the County shall include the developer's obligation to post a Maintenance Bond or escrow account with the County equal to the cost, as determined by the County, of maintaining the park for one year. The developer agrees to submit the amount of the Maintenance Bond at the time of the

submission of the final park landscape plan for the Public Park for County Manager approval. Should the developer or his representative fail to maintain the Public Park in strict accordance with County standards, then the Bond will be revoked and may be utilized by the County to pay for the necessary repairs and provide the necessary maintenance. The Agreement shall be terminable by the County, in its sole discretion, should the developer, or its successors, fail to maintain the park to the level required by DPR and this condition. The Agreement shall provide for notices of default and cure periods relative to termination.

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

Naming of the Public Park

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

EXHIBIT B

PUBLIC PARK MAINTENANCE STANDARDS

- 1) General Park Maintenance
 - a) All planting areas, including lawns, buffers, and parking lots, shall be periodically inspected, a minimum of once per month, and, in any event, every two (2) weeks during the growing season (approximately March 25 – November 16) or after each mowing session.
 - b) Leaf removal shall be conducted every four weeks from November 1 through January 15 each year.
 - c) Remove all litter and debris daily from the park.
 - d) Maintain at all times a minimum of a 2-inch depth of organic hardwood mulch or equal in all planting beds.
- 2) Irrigation (if applicable)
 - a) Automatic sprinklers shall be cleaned out and winterized by November 15 of each year and they should be tested and fully operational by April 15 of each year.
 - b) Evaluate effectiveness of irrigation system and modify as necessary.
 - i) Water requirements:
 - New turf: keep moist until all seed germinates and becomes an established stand of turf.
 - Existing turf: during dry periods, water twice a week from April 15 through November 15 for 20 minutes at a time, or set irrigation for coverage of 1-2 inches of water per week or as determined to be appropriate by the professional landscape contractor hired to maintain the park.
- 3) Seasonal flowers - annual flower beds shall be periodically mulched and the soil amended annually. New plantings shall be provided in May of each year or as available from the landscape contractor. During the Growing Season, all beds shall receive periodic inspections as provided in Paragraph 1 above, irrigations and weeding to maintain a neat appearance.
- 4) Turf Management
 - a) The Licensee, as defined in the Deed of Covenants, to which this is Exhibit B ("Licensee"), shall require that all chemical applications applied within the Public Park, including lime, fertilizers, pesticides, and herbicides, shall be applied by a certified, licensed, and insured chemical applicator. Notices for chemical treatments shall be posted in the park 48 hours prior to all scheduled chemical applications and remain posted until the treatment is completed and the area is deemed safe for use according to the licensed applicator.

- i) A yearly Integrated Pest Management Plan will be submitted to the DPR Area 2 Park Manager for review and approval of treatments by March 1 of every year or as determined by the landscape contractor. The Park Manager will give written approval to the Licensee within 15 days of receiving the plan. If no notice is received within that time period, then the plan is deemed approved. The plan shall include a listing of treatment methods and chemicals to be used in the Public Open Space and also define a procedure for notifying park visitors when a chemical treatment will be used.
 - b) Lawn areas shall not exceed a height of 4 inches at any time. Fertilizer and soil amendments should be added as necessary and/or on a seasonal basis. Fertilizer is optimally applied to lawn and turf areas three times in the spring, summer and fall. Timing, frequency and rate of application shall be adjusted according to weather and to horticultural and soil test conditions for each specific site. Fertilizer shall be applied by accepted methods only. Safety shall be highest priority during applications. Care shall be taken not to apply fertilizer when the ground is wet.
 - c) Soil amendments such as lime, gypsum or peat moss shall be used to be added to the soils of the lawns, turf or planting areas periodically. The need for such soil amendments shall be analyzed during the periodic inspections and in conjunction with soil tests.
 - d) Soil amendments shall be applied in accordance with manufacturer's specifications or based upon soil test results.
 - i) Apply a 3-1-2 (21-7-14, 10-4-6, or 24-4-B) 50% organic fertilizer twice a year between March 15 to April 15 and September 1 to October 1. If the Licensee determines it is necessary, two additional applications may be made in May and November. Do not apply fertilizer or soil amendments while turf is either wet or under extreme stress, in windy conditions, or when children are present.
- 5) Pruning
- a) Removal of dead, diseased, insect infested or weak wood shall take place in the dormant season or after flowering. Excessive shoots and suckers shall be removed.
 - b) Shrub material used as a screen shall be pruned as a mass to enhance their natural form such as hedges.
 - c) Root pruning of trees adjacent to curbs or sidewalks shall occur during periodic inspections with knowledge of most recent pruning. No more than 1/3 of root systems of each tree shall be pruned during a year.
 - d) Insect and disease control shall be included in the Integrated Pest Management Plan, which plan has been approved by DPR Parks and Natural Resources Division Chief.
 - e) All plantings, including existing mature trees, shall be periodically inspected for insect or

disease infestation. Methods utilized to control insects or disease may range from spraying and pruning to plant removal. Whatever method is utilized, safety and control shall be highest priority.

6) Renovation

- a) Annually the lawn area shall be aerated and then re-seeded.
- b) Lawn areas damaged, destroyed or failing due to insects, disease, weather or physical damage shall have the turf replaced.

Lawn – all areas where soil has been exposed shall be renovated during the next planting season. Proper horticultural and soil erosion prevention methods shall be utilized. If soil erosion has occurred, the area shall be repaired with a seed mixture compatible to existing plantings. Plantings – all plantings which are damaged or destroyed shall be replaced during the next growing season (the time between the last frost and the first frost). A failing, damaged or destroyed landscape screen or buffer must be renovated or replaced within a reasonable period of time which shall also be by the next growing season.

Park Facility Maintenance Management

1) Site Amenities:

- a) Benches, paths, lights, flag poles, bicycle racks, fencing, water fountain, trash receptacles, picnic tables, signs and all other elements, equipment and improvements shall be inspected at least twice a year, once in March and once in September, to determine their condition. Any damaged, worn or unsafe conditions on or within such structures shall be corrected immediately to a safe condition.

Power wash/hose down park benches, gazebo, paths, and playground equipment monthly, except in winter.

- 2) Refuse and recycling containers shall be emptied three times per week at a minimum and daily if necessary.

3) Playground and playground fence maintenance:

- a) The playground equipment and structures shall be inspected, cleaned, and serviced once every fourteen calendar days and, in any event, on a complaint basis and the playground be maintained in ordinance with the guidelines produced by the National Playground Safety Institute. Any conditions that are unsafe or that threaten the public safety shall be corrected immediately with play equipment manufacturer's guidelines.
- b) The playground shall be inspected twice a year (i.e., March and October) by a Certified

Playground Safety Inspector (CPSI).

- 4) Water Fountain:
 - a) Check water flow and drainage daily.
 - b) Inspect the backflow preventer yearly and repair as needed.
- 5) Paved surfaces:
 - a) All paved surfaces, concrete sidewalks, asphalt pavement and decorative pavement shall be swept bi-weekly and trash, stains and/or obstructions shall be removed immediately.
 - b) Pavement shall be inspected at least once per month for damage, cracks, and/or pot holes for unsafe condition. If conditions present a trip and fall hazard, the area will be repaired immediately.
- 6) Maintain historic marker:
 - a) Check the condition of the sign and wash off dirt and debris from the surface at least every 6 months.
 - b) If the sign is damaged the Licensee will repair it according to the recommendations of the manufacturer or replace it if the damage is extensive making the sign unreadable or a safety hazard.
- 7) Flag Poles:
 - a) The Licensee shall be responsible for providing the flags for the three flag poles. A United States flag, a Commonwealth of Virginia flag and an Arlington County flag may be flown on the poles. The poles shall be inspected annually for damage and repaired by the Licensee. If a pole is found to be structurally unsound the Licensee shall rope off the surrounding area where the pole could fall and have it repaired or removed immediately.
- 8) Park lighting:
 - a) All park lights will be kept in an operational condition and when they are damaged will be repaired as soon as possible.
 - b) Replace light bulbs within 72 hours of a reported outage.
- 9) Snow and Ice Removal (As required by County Code Chap. 27, Section 24):
 - a) Remove from the entire width of the sidewalk up to 3 feet wide (to accommodate wheelchairs, strollers, and adults with children in hand).
 - b) Remove within 24 hours after the snow stops falling when accumulations are less than 6 inches, and within 36 hours when 6 or more inches of snow accumulate. (As measured at National Airport, per National Weather Service).

c) All other applicable requirements as stated in the ordinance.

10) Vandalism:

a) Report to County Police vandalism as soon as discovered.

b) Graffiti shall be removed within 48 hours of discovery.

EXHIBIT C LIFE CYCLE AND REPLACEMENT PLAN

Buckingham Village - Phase 1A
Life Cycle and Replacement Plan
4/2/10

Buckingham Village - Phase 1A
Life Cycle and Replacement Plan
4/2/10

Code	Replacement Item	Quantity	Schedule of Values	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
0500	Site Concrete Curbs & Sidewalks		\$ 11,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0700	Site Utilities - Storm Drain		21,750											
0800	Landscape Plants		18,750					3,132					3,132	
	Topsoil		5,840					980					980	
	Mulch		11,250					2,872					2,872	
	Impact on System		246	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
	Benches		7,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
0801	Benches		12,110											
0802	Tables/Chairs/Trash Cans		23,250											
0803	Playground Equipment		53,510											
0804	Play Surface		23,410											
0900	Fence		27,000											
1800	Signage		1,810											
1801	Park Signs		9,800											
1802	Historical Markers		2,100											
1900	Flag Poles		7,800			400							400	
2100	Light Poles		10,200					1,020					1,020	
2400	Book Returning Kiosk		19,650											
2600	Facility		36,500											
3000	Play Areas		1,970					200					200	
8300	Drinking Fountain		9,600											
9200	Site Lighting		25,000											
	Subtotal			\$ 374,690	\$ 2,700	\$ 2,700	\$ 3,300	\$ 2,700	\$ 9,214	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700

1. We have not included an escalation factor on these numbers.
2. The Life Cycle Assumptions are based on how long we feel the designed equipment and/or systems will last.

12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1,400	1,220	1,290	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1,400	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
		9,192		2,142		980		1,877		1,877		3,131		990		1,871		1,871	
		1,250		1,200		1,200		1,200		1,200		1,200		1,200		1,200		1,200	
		1,500		1,500		1,500		1,500		1,500		1,500		1,500		1,500		1,500	
		23,750		53,530		23,490		1,200		1,700		4,600		2,825		3,841		2,000	
		53,530		23,490		1,200		1,700		4,600		2,825		3,841		2,000		12,410	
		23,490		1,200		1,700		4,600		2,825		3,841		2,000		12,410		23,250	
		1,200		1,700		4,600		2,825		3,841		2,000		12,410		23,250		53,530	
		400		400		400		400		400		400		400		400		400	
		2,795		2,795		2,795		2,795		2,795		2,795		2,795		2,795		2,795	
		3,940		3,940		3,940		3,940		3,940		3,940		3,940		3,940		3,940	
		12,000		12,000		12,000		12,000		12,000		12,000		12,000		12,000		12,000	
		300		300		300		300		300		300		300		300		300	
		5,500		5,500		5,500		5,500		5,500		5,500		5,500		5,500		5,500	
		10,000		10,000		10,000		10,000		10,000		10,000		10,000		10,000		10,000	
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700
138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254	138,254
2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700
63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642	63,642
52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500
22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750	22,750

NOTES

1. THE PROPERTY DELINEATED ON THIS PLAN APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NO. 06-1-09, AND IS IDENTIFIED BY REAL PROPERTY CODE (RPC) NUMBER 20024240.
2. THIS PARCEL IS SUBJECT TO THE CONTROL OF SITE PLAN SPREADS APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ON JUNE 9, 2007 AND THE APPROVAL OF THIS PLAN NEITHER ENLARGES NOR REDUCES THE OBLIGATIONS IMPOSED BY THE SITE PLAN OR ANY AMENDMENTS AS APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA. THE OFFICE OF THE ZONING ADMINISTRATION OF ARLINGTON COUNTY, VIRGINIA.
3. OWNER: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
ARLINGTON VA 22201
DB: 4318 PG. 1274

OWNERS CERTIFICATE

THE PLATING OF THE PROPERTY ACQUIRED BY THE OWNER, THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, AND RECORDED AMONG LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

BY: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNATURE _____ DATE _____

NAME (PRINT) _____

TITLE _____

SURVEYOR'S CERTIFICATE

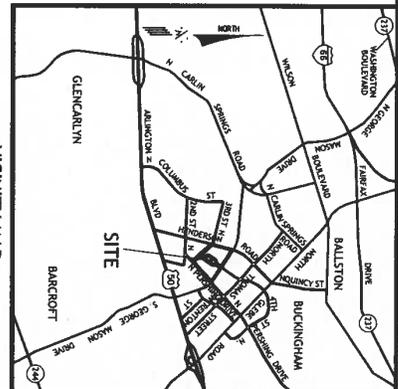
I, CHAD E. JERBINIGAN, A duly certified land surveyor in the Commonwealth of Virginia, do hereby certify that the properties shown herein are now in the name of the County Board of Arlington County, Virginia as acquired in deed book 4318 at page 1274, among the records of Arlington County, Virginia. The area shown on this plan is shown as calculated to true north per plat datum shown in deed book 2321 at page 1107.

CHAD E. JERBINIGAN L.S. #2327 DATE _____



EXHIBIT D

VICINITY MAP
SCALE: 1" = 200'



AREA TABULATION

PARCEL A1	14,371 S.F. OR 0.32991 AC
PARCEL A2	14,371 S.F. OR 0.32991 AC
STREET DEDICATION	69,809 S.F. OR 1.60240 AC
ORIGINAL SITE AREA	98,551 S.F. OR 2.26242 AC

CURVE TABLE

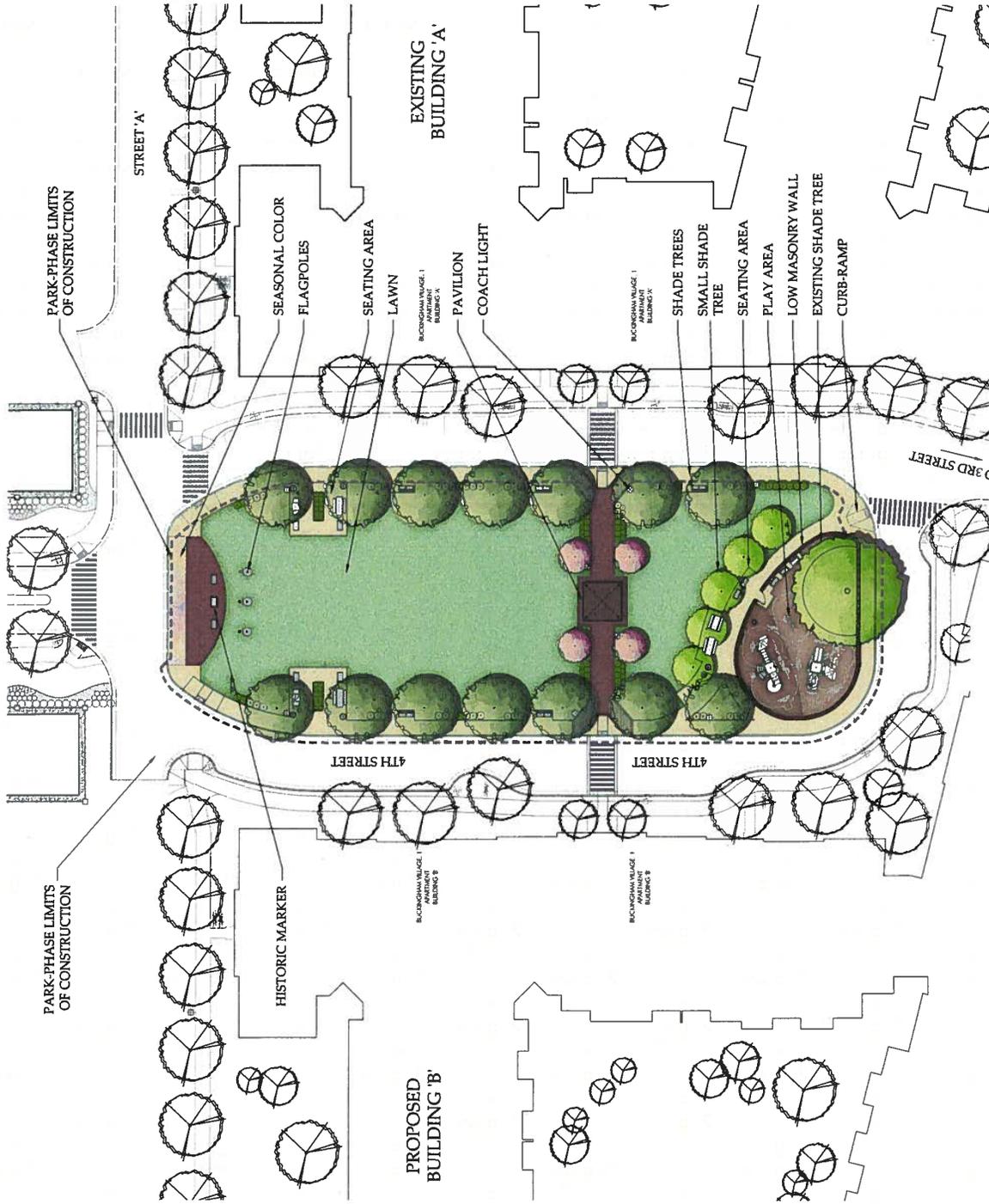
NO.	ROADIUS	ARC	DELTA	TANGENT	CHORD	BEARING
C1	37.29'	36.23'	43.5344'	19.06'	35.35'	N16.5224°W
C2	42.84'	21.28'	73.3925'	17.11'	22.28'	S05.4631°E
C3	46.25'	48.91'	71.4630'	24.91'	45.56'	S05.5125°W
C4	20.00'	2.00'	3.1416'	14.87'	21.87'	N07.0254°E
C5	13.46'	2.00'	3.1416'	3.18'	5.35'	N07.0254°E
C6	23.50'	15.38'	90.0073'	22.50'	31.82'	N11.3543°W
C7	23.50'	15.38'	90.0073'	4.08'	7.48'	N11.4232°E
C8	9.35'	7.68'	47.0723'	4.08'	7.48'	N11.4232°E
C9	132.43'	67.61'	26.0135'	31.85'	62.07'	S44.3116°W
C10	29.50'	21.32'	41.7435'	11.15'	20.86'	S17.4168°W
C11	54.03'	44.91'	47.3727'	23.84'	43.13'	S09.3009°W
C12	20.00'	15.55'	44.7124'	8.19'	15.16'	S34.0643°E
C13	12.50'	22.62'	103.3935'	15.90'	19.65'	N04.3327°W
C14	40.00'	39.47'	56.3226'	21.51'	37.89'	S14.2517°E
C15	17.50'	27.50'	90.0705'	17.51'	24.76'	S07.4033°E
C16	151.48'	51.48'	24.4503'	26.45'	52.07'	N41.0023°E
C17	11.81'	7.82'	37.4635'	4.06'	7.48'	N50.1739°E
C18	11.28'	6.98'	35.1458'	3.60'	6.87'	S40.1407°W
C19	35.00'	54.98'	90.0000'	35.00'	49.50'	S07.4130°E
C20	12.00'	18.90'	90.1416'	12.00'	17.01'	S07.3538°W
C21	30.25'	3.27'	6.1204'	1.64'	3.27'	S53.1708°E
C22	24.00'	18.95'	45.1420'	10.00'	18.46'	S10.4653°W
C23	40.64'	23.49'	33.0644'	12.00'	23.16'	N16.5924°E
C24	88.25'	50.91'	33.0311'	26.19'	50.21'	S50.0946°W
C25	27.33'	9.60'	20.0709'	4.85'	9.55'	N82.4515°W
C26	50.00'	17.14'	19.3843'	8.66'	17.06'	S82.2839°E
C27	11.00'	9.02'	51.0815'	5.26'	9.50'	N50.5230°W
C28	88.25'	59.91'	38.5148'	31.16'	58.77'	N14.0831°E
C29	30.25'	47.64'	90.1346'	30.37'	42.87'	N18.2937°E

PLAT SHOWING
THE RESUBDIVISION OF
PARCEL A
BUCKINGHAM COMMONS
VILLAGE 1
DEED BOOK 4141, PAGE 803
ARLINGTON COUNTY, VIRGINIA
SCALE: 1" = 50'
DATE: FEBRUARY, 2012

Urban, Ltd.
7712 Lee River Turnpike
Arlington, VA 22203
Tel: 703.642.2800
www.urban-va.com
Professional Engineers, Landscape Architects, Land Surveyors

FILE COPY

EXHIBIT

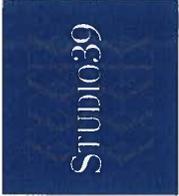


ARLINGTON COUNTY, VIRGINIA

BUCKINGHAM REDEVELOPMENT - PUBLIC PARK

Prepared for PARADIGM COMPANIES by STUDIO39

THIS DOCUMENT IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REFLECT ACTUAL QUANTITIES, DIMENSIONS, MATERIALS OR CONDITIONS.



MOBILE CRANE LICENSE AGREEMENT

THIS MOBLE CRANE LICENSE AGREEMENT (the "Agreement") is made as of the ____ day of _____ 2012, by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (the "Licensor" or the "County") and **ARLINGTON MILL LIMITED PARTNERSHIP**, a Virginia limited partnership (the "Licensee"). Collectively the Licensor and the Licensee may be referred to as the "Parties".

RECITALS:

R-1. WHEREAS, the County is the fee simple owner of both Parcel A and Parcel B, Arlington Mill, by virtue of a Special Warranty Deed dated June 27, 1996, and recorded in Deed Book 2784 at Page 1541, among the land records of the Clerk of the Circuit Court of Arlington County, Virginia ("Land Records"), as resubdivided by that certain Deed of Vacation of Portions of Public Streets; Vacation of Easement for Public Utilities Purposes; Vacation of 10' Sanitary Sewer Easement; Resubdivision, Vacation and Rededication of Existing Subdivision Name; and Dedication for Public Street and Utilities Purposes dated March 4, 2011, and recorded in Deed Book 4445 at Page 409 among the Land Records; and

R-2. WHEREAS, Parcel A, identified by RPC #22-001-724 (the "Residential Parcel"), is more fully described in **Exhibit A** attached hereto and incorporated herein; and

R-3. WHEREAS, Parcel B, identified by RPC #22-001-725 (the "Community Center Parcel"), is more fully described in **Exhibit B** attached hereto and incorporated herein; and

R-4. WHEREAS, the Residential Parcel is subject to a Ground Lease dated October 31, 2011, as amended in May, 2012, between the County and Licensee, as Ground Lessee, which Ground Lease commences on the date the Licensee closes on its Construction Mortgage related to a planned residential development described further below; and

R-5. WHEREAS, the Licensee plans to develop the Residential Parcel pursuant to approved Columbia Pike Form-Based Code Use Permit No. U-3199-08-02, as amended, with an affordable housing residential building project; and

R-6. WHEREAS, the County plans to develop the Community Center Parcel pursuant to approved Columbia Pike Form Based Code Use Permit No. U-3199-08-02, as amended, with a public Community Center, other public amenities, and ground-floor retail space; and

R-7 WHEREAS, the Licensee needs, as part of its development of the Residential Parcel, a license allowing placement of a non-stationary, movable mobile crane on a portion of the Community Center Parcel during the construction period; and

R-8 WHEREAS, subject to the terms and conditions of this Agreement, the County agrees to grant a mobile construction crane license to the Licensee, in connection with the Licensee's development of the Residential Parcel,

WITNESSETH:

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual benefits to be received by the Parties, the Parties hereby agree as follows:

1. Licensed Premises. The County hereby grants to the Licensee, subject to the terms and restrictions of this Agreement, a revocable license to enter onto that portion of the Community Center Parcel depicted and designated as “Mobile Crane Licensed Premises” (the “Licensed Premises”) on the plat attached to this Agreement and incorporated herein as **Exhibit C** entitled “Plat Showing Mobile Crane Licensed Premises, Parcel B, Arlington Mill, Deed Book 4445 Page 409, Arlington County, Virginia,” prepared by VIKA, dated June 28, 2012, for the Permitted Uses described in Section 2A of this Agreement.

2. Permitted Uses.

A. The license hereby granted permits the Licensee, during the Term, as hereinafter defined, to operate a mobile construction crane over, upon, and across the Licensed Premises, as necessary for the Licensee to construct improvements on the Residential Parcel (“Permitted Uses”); provided, however, that any such entry onto, and the Licensee’s licensed use of the Community Center Parcel, is limited to the Licensed Premises. The boom of any mobile construction crane placed on the Licensed Premises is not permitted to overswing any other portion of the Community Center Parcel, and no loads can be carried over the improved portions of the Community Center Parcel outside the Licensed Premises

B. Coordination of Permitted Use

(1) The Licensor will be performing construction work on the Community Center Parcel concurrently with the construction work being performed by Licensee on the Residential Parcel. To avoid any conflicts or interference with work, and resulting delays affecting, Licensor’s construction of infrastructure and improvements on the Community Center Parcel, Licensee and/or its contractors shall coordinate and schedule the timing and location of any use of its mobile cranes on the Licensed Premises with the County’s Project Manager, or his/her on-site designee, prior to each such use. The County’s Project Manager, or his/her on-site designee, shall make commercially reasonable efforts to coordinate such scheduling to accommodate “critical path” timing of work performed by Licensee’s contractors that is necessary to meet any VHDA-required construction timeline.

(2) In the event that such a scheduling accommodation is not made by the County’s Project Manager, or his/her on-site designee, use of the Licensed Premises by

the Licensor for the performance of work on the Community Center Parcel by the Licensor and/or Licensor's contractor(s), shall take precedence over use of the Licensed Premises by the Licensee.

(3) The County and the Licensee shall designate to each other, in writing, with contact information, on-site contacts for scheduling and coordinating use of the Licensed Premises by Licensee.

3. Term. The term of this Agreement ("Term") shall begin upon execution of this License by the Licensor (the "Commencement Date") and shall end at 11:59 p.m. on December 31, 2013.

4. License Fee. Licensor elects not to charge Licensee a license fee for use of the Licensed Premises during the Term of this Agreement.

5. Insurance. The Licensee shall maintain, and hereby agrees to cause its contractor(s) (including Licensee's general contractor, and any crane owner and/or crane operator contractor) to each maintain, a policy or policies of broad form comprehensive general liability insurance against claims for bodily injury, property damage, or personal injury occurring on, in or about the Licensed Premises, in amounts not less than Two Million Dollars (\$2,000,000) in the annual aggregate and One Million Dollars (\$1,000,000) arising out of any one occurrence. Such insurance shall protect the persons and entities indemnified under Section 9 of this Agreement from liability. Licensee shall maintain such insurance coverage in full force and effect continuously at all times during the Term. The insurance policy and policy amounts shall neither operate as a limit of Licensee's liability to Licensor under this Agreement, nor as a limit of Licensee's duty of indemnification hereunder. Prior to the commencement of this Agreement, Licensee shall furnish Licensor with certificates of insurance indicating that the insurance is prepaid for the entire Term, that it insures all activity contemplated under this Agreement, and that it contains a provision ensuring thirty (30) days notice to the County prior to termination, cancellation, non-renewal, material change, or reduction of coverage. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any insured party under the policy. No provision contained in this Agreement shall act as a waiver of any rights of subrogation of the insurance company which is the primary insurer for Licensor. The insurance required to be carried by Licensee herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-X in the A.M. Best Rating Guide. Such insurance shall:

(i) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; and

(ii) name Licensor and others listed hereinafter as additional insureds and loss payees; and

(iii) provide that the policy shall not be canceled, failed to be renewed or materially

amended without at least thirty (30) days' prior written notice to Licensor. On or before the Commencement Date and, thereafter, not fewer than thirty (30) days before the expiration date of the insurance policy, a certificate of insurance, together with evidence satisfactory to Licensor of the payment of all premiums for such policy, shall be delivered to Licensor. Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance must so state. Coverage provided pursuant to this section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors and agents. The following definition of the term "Licensor" applies to all policies issued under this Agreement:

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

All insurance policies and certificates of insurance required of Licensee hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of any standard ACORD certificates of insurance.

6. No Permanent Rights. Licensor and Licensee acknowledge that the intention of this Agreement is for Licensor to grant a license only (permission) to Licensee for Licensee's sole use and benefit, and that there is no intention whatsoever to grant to Licensee, its successors, or to any other person or entity, any permanent rights or legal interests, of any kind, in Licensor's real or personal property.

7. Default. This Agreement shall, at the sole option of Licensor, cease and terminate if Licensee violates or fails to perform any of the conditions, covenants or agreements of this Agreement, if any such violation or failure to perform continues for a period of five (5) business days after written notice thereof has been delivered by Licensor to Licensee. In such event Licensee shall, however, remain liable to Licensor for all monetary and other damages arising from such default. Upon the termination or expiration of this Agreement, Licensor shall have the right to prevent Licensee's entry to or access upon the Licensed Premises for the Permitted Use licensed by this Agreement. Upon such termination or expiration, Licensee shall have the affirmative duty to immediately remove any property of Licensee located upon the Licensed Premises pursuant to the Permitted Use licensed under this Agreement at Licensee's sole risk and expense. In the event Licensee fails to remove such property within five days of written notice from Licensor to do so, Licensor shall have the right to remove any property of Licensee located upon the Licensed Premises pursuant to the Permitted Use licensed under this Agreement at Licensee's sole risk and expense.

8. Notice. Every notice, demand, request, or other communication which any party is required or desires to give to the other shall be in writing, properly addressed, and shall be given by (i) personal delivery, (ii) established overnight commercial courier (such as FedEx) for delivery on the next business day with delivery charges prepaid or duly charged or (iii) by registered or certified mail (return receipt requested, first class postage prepaid), as follows:

If to the County:

Arlington County, Virginia
Engineering and Capital Projects Division
Real Estate Section, Suite 800
Arlington, VA 22201
Attention: Real Estate Bureau Chief

With a copy to:

Arlington County, Virginia
Office of the County Manager
2100 Clarendon Boulevard, Suite 302
Arlington, VA 22201
Attention: County Manager

If to Licensee:

Arlington Mill Limited Partnership
C/O Arlington Partnership for Affordable Housing, Inc.
2704 N. Pershing Drive
Arlington, Virginia 22201
Attention: President

With a copy to:

Bocarsly, Emden, Cowan, Esmail & Arndt, LLP
7200 Wisconsin Avenue, Suite 900
Bethesda, Maryland 20814
Attention: Craig Emden

And a copy to:

Bean, Kinney & Korman, P.C.
2300 Wilson Blvd, 7th floor
Arlington, Virginia 22201
Attention: Real Estate and Zoning Section

Any party may, by like notice given at least ten (10) days before such change becomes effective, designate a new address to which such notices shall be sent. Notice shall be deemed effective

when personally delivered, or one business day after having been delivered to a recognized overnight courier, or three (3) business days after mailing, if said notice is by mail. An acknowledgment signed by the party getting notice shall constitute conclusive evidence that the notice has been received.

9. Licensee's Liability and Indemnification of Licensors. The Licensee hereby agrees that it shall be fully liable for any and all direct damages, losses, expenses, or injuries to persons or property to the extent caused by it or its employees, agents, contractors, or affiliates arising from the exercise of the rights granted under the terms of this Agreement, or the breach of any terms of this Agreement, whether or not such damages, losses, expenses or injuries are as result of the negligence or any misconduct of the Licensee or its employees, agents, contractors, or affiliates. The Licensee hereby agrees to indemnify, defend and hold harmless the County, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from any and all claims, demands, debts, actions, causes of action, suits, obligations, losses, costs, expenses, fees (including reasonable attorneys' fees, disbursements, and litigation costs) and liabilities arising from or in connection with the Licensee's breach of any of the terms of this Agreement or injury or death to persons or damage to property resulting from the activities of the Licensee or its employees, agents, contractors, or affiliates arising from the exercise of rights granted under the terms of this Agreement, including the operation of a mobile crane.

10. No Partnership, Joint Venture, Lease, or Easement; Use by Licensors. The Parties hereby agree that nothing contained in this Agreement shall be deemed or construed as creating a partnership; a joint venture; the relationship of landlord and tenant between Licensors and Licensee; a leasehold interest; or an easement on any portion of the Community Center Parcel. Licensors has the right to enter upon and use the Licensed Premises during the Term, so long as such entry or use is not inconsistent with Licensee's use hereunder.

11. Role of the Licensors and Its Decisions; No Waiver. The Licensors's execution of this Agreement shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, or for any other governmental approval or consent required to be obtained by Licensors. Whenever, in this Agreement, Licensors is required to join in, consent, give its approval, or otherwise act under this Agreement, it is understood that such obligations are meant to apply to the Licensors acting in its capacity as a Licensors and not in its capacity as a governing authority. Nothing in this Agreement shall be construed to waive any of Licensors's powers, rights or obligations as a governing authority of local governing body, whether or not affecting the Licensed Premises, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever. The County enters into this Agreement in its role as a property owner.

12. No Waiver of Sovereign Immunity by Licensors. Nothing in this Agreement nor any action taken by Licensors pursuant to this Agreement, nor any document which arises out of this Agreement, shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensors, or of its elected and appointed officials, officers and employees.

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

14. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this Agreement to the contrary, Licensor shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third party or parties from any liability whatsoever. The Licensor is not permitted by Virginia law to indemnify or hold harmless.

15. No Assignment or Transfer. This Agreement is non-assignable and non-transferable by the Licensee.

16. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement, other than those terms or provisions which are held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. Approval of Agreement by Licensor. This Agreement shall not become effective unless and until the Licensor approves this Agreement and it is signed on behalf of the Licensor. If this Agreement is not approved by the Licensor and executed by an authorized person, then no liability whatsoever shall accrue to the Licensor or Licensee and the Licensor and Licensee shall have no obligations whatsoever to each other.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to choice of law principles. All legal actions instituted by the Licensor or the Licensee concerning this Agreement shall be filed in the General District Court or Circuit Court of Arlington County, and in no other court.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

20. Entire Agreement/Amendment. No representation or statements have been made by either of the Parties which would modify, add to or change the terms of this Agreement. This Agreement may be amended only by a written document signed by the County and the Licensee, or their respective successors and assigns. Any such amendment shall become effective only upon recordation among the land records of Arlington County, Virginia.

21. Incorporation of Recitals. The foregoing recitals are fully incorporated into this Agreement by this reference.

[Signatures on following pages]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the following signatures:

LICENSOR: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: _____

Name: _____

Title: _____

**COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, to wit:**

I, _____, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, _____, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same as his/her act and deed and the act and deed of **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic.

Given under my Hand and Seal this _____ day of _____ 2012.

[Notary Seal]

Notary Public

My commission expires: _____
My Registration # _____

Approved as to form:

County Attorney

LICENSEE:

ARLINGTON MILL LIMITED PARTNERSHIP,
a Virginia limited partnership

By: Arlington Mill Development Corporation, a
Virginia corporation, its General Partner

By: _____(seal)
Nina Janopaul, President/CEO

STATE OF _____,

COUNTY/CITY OF _____, to wit:

I, _____, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Nina Janopaul, President/CEO of Arlington Mill Development Corporation, a Virginia corporation, the General Partner of **ARLINGTON MILL LIMITED PARTNERSHIP**, a Virginia limited partnership, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid as her act and deed and the act and deed of said limited liability company.

GIVEN under my hand and seal this ____ day of _____ 2012.

[Notary Seal]

Notary Public

My commission expires: _____

My Registration # _____

EXHIBIT A

LEGAL DESCRIPTION OF RESIDENTIAL PARCEL

Parcel A, Arlington Mill, as the same is duly dedicated, platted and recorded in Deed Book 4445, at Page 409, among the land records of the Clerk of the Circuit Court of Arlington County, Virginia.

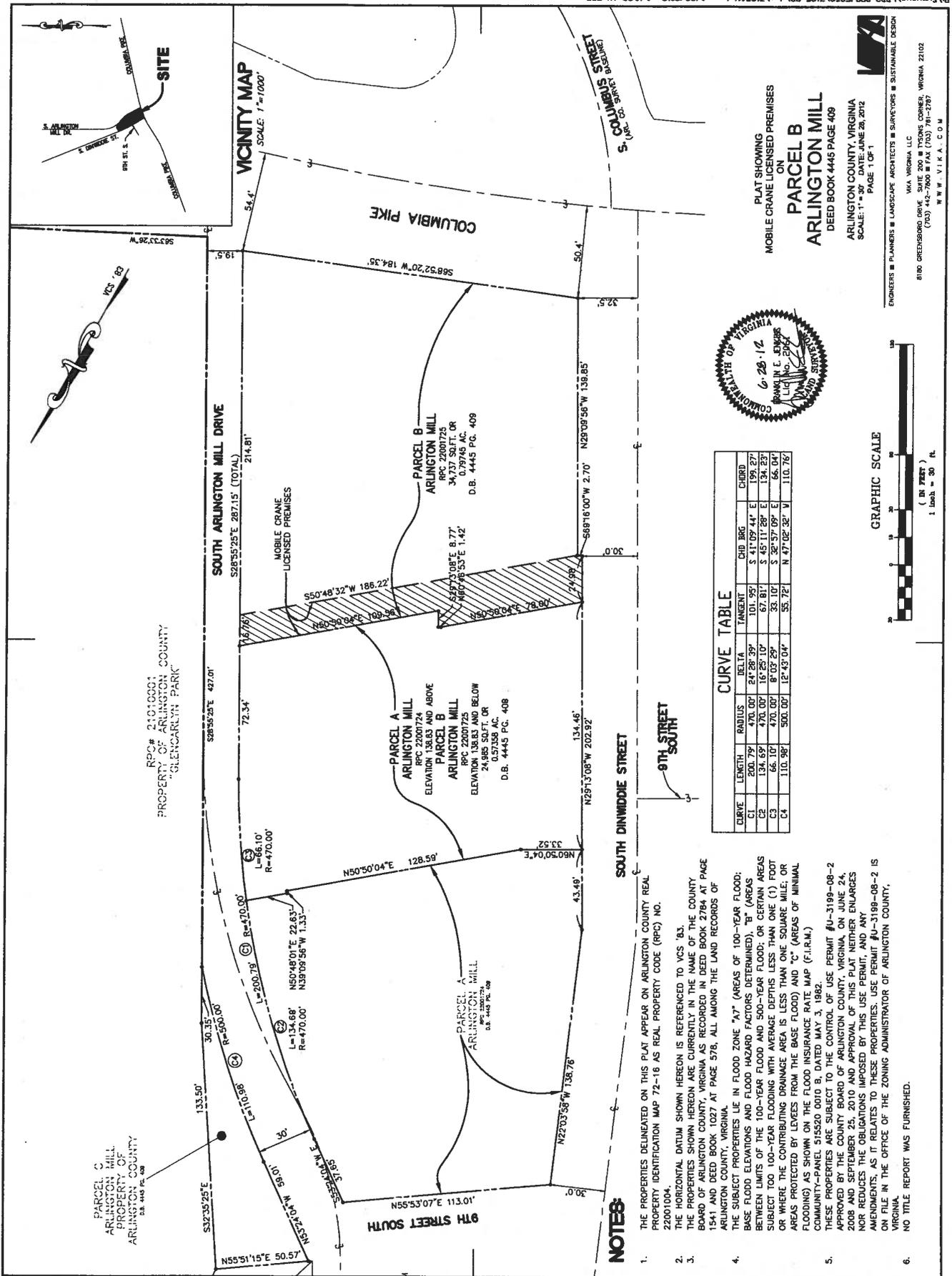
EXHIBIT B

LEGAL DESCRIPTION OF COMMUNITY CENTER PARCEL

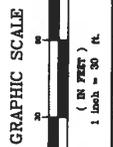
Parcel B, Arlington Mill, as the same is duly dedicated, platted and recorded in Deed Book 4445, at Page 409, among the land records of the Clerk of the Circuit Court of Arlington County, Virginia.

EXHIBIT C

**PLAT
(Attached)**



CURVE	LENGTH	RADIUS	BELTA	TANGENT	CHD BKG	CHORD
C1	200.79	470.00'	242.2839'	S 41°09'44" E	101.95'	199.27'
C2	134.89	470.00'	167.2510'	S 45°11'28" E	67.81'	134.29'
C3	66.10	470.00'	8°02'29"	S 38°57'09" E	33.10'	66.04'
C4	110.38'	500.00'	12°42'04"	N 47°02'32" V	55.72'	110.76'



NOTES:

1. THE PROPERTIES DELINEATED ON THIS PLAT APPEAR ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP 72-16 AS REAL PROPERTY CODE (RPC) NO. 22001004.
2. THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO VCS '83.
3. THE PROPERTIES SHOWN HEREON ARE CURRENTLY IN THE NAME OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA AS RECORDED IN DEED BOOK 1264 AT PAGE 1541 AND DEED BOOK 1027 AT PAGE 578, ALL AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.
4. THE SUBJECT PROPERTIES ARE IN FLOOD ZONE "A7" (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED), "B" (AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVES FROM THE BASE FLOOD) AND "C" (AREAS OF MINIMAL FLOODING) AS SHOWN ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY-PANEL 515240 0010 B, DATED MAY 3, 1982.
5. THESE PROPERTIES ARE SUBJECT TO THE CONTROL OF USE PERMIT #U-3199-08-2 APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ON JUNE 24, 2008. PERMIT #U-3199-08-2 IS SUBJECT TO APPROVAL OF THIS PLAT NEITHER ENLARGES NOR REDUCES THE OBLIGATIONS IMPOSED BY THIS USE PERMIT, AND ANY AMENDMENTS TO IT RELATES TO THESE PROPERTIES. USE PERMIT #U-3199-08-2 IS ON FILE IN THE OFFICE OF THE ZONING ADMINISTRATOR OF ARLINGTON COUNTY, VIRGINIA.
6. NO TITLE REPORT WAS FURNISHED.

PLAT SHOWING
MOBILE CRANE LICENSED PREMISES
ON
PARCEL B
ARLINGTON MILL
DEED BOOK 4445 PAGE 409
ARLINGTON COUNTY, VIRGINIA
SCALE: 1" = 30'
DATE: JUNE 26, 2012
PAGE 1 OF 1

ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ SUSTAINABLE DESIGN
8180 GREENSBORO DRIVE VIA VIRGINIA LLC
ARLINGTON, VIRGINIA 22102
(703) 442-7600 ■ FAX (703) 761-2387
WWW.V.I.K.A.COM

RP#

GOVERNOR'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** made and entered this ____ day of _____, 2012, by and among the **COUNTY OF ARLINGTON, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), the **INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY** (the "Authority"), a political subdivision of the Commonwealth, and **DRS TECHNOLOGIES, INC.**, a Delaware corporation authorized to transact business in the Commonwealth, and its Affiliates, as hereinafter defined (together, the "Company").

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$1,000,000 from the Governor's Development Opportunity Fund (a "GOF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing the Company to renovate and improve a corporate office facility in the Locality (the "Facility"), thereby making or causing to be made a significant Capital Investment, as hereinafter defined, and creating a significant number of New Jobs, as hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the GOF Grant, the use of the GOF Grant proceeds, the obligations of the Company regarding Capital Investment and New Job creation, and the repayment by the Company of all or part of the GOF Grant under certain circumstances;

WHEREAS, the renovation, improvement and operation of the Facility will entail a capital expenditure of approximately \$12,800,000, of which approximately \$9,800,000 will be invested in new furniture, fixtures, equipment, renovation or improvement of the Facility; approximately \$3,000,000 will represent the value of furniture, fixtures and equipment to be moved by the Company to the Facility from the Company's location outside of the Commonwealth;

WHEREAS, the renovation, improvement and operation of the Facility will further entail the creation and retention of 151 jobs, including the preservation of 26 existing jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the GOF Grant and the local match to be provided by or on behalf of the Locality and the Authority;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Definitions.

For the purposes of this Agreement, the following terms shall have the following definitions:

“Affiliate” means any entity that would be considered affiliated for purposes of filing a consolidated or combined corporate income tax return with the Company in the Commonwealth.

“Capital Investment” means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility, including the taxable value of furniture, fixtures and equipment to be moved by the Company to the Facility from the Company’s locations outside of the Commonwealth. The Capital Investment must be in addition to the capital improvements at the Facility as of April 1, 2012. A capital expenditure related to a leasehold interest in real property will be considered to be made “on behalf of the Company” if a lease between a developer and the Company is a capital lease, or is an operating lease having a term of at least seven years, and the real property would not have been renovated or improved but for the Company’s interest in leasing the real property. The total expected capital expenditure and transferred equipment of \$12,800,000, is referred to in this Agreement as the “Capital Investment.”

“Maintain” means that the New Jobs created pursuant to the GOF Grant will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to temporary reductions in the Company’s employment levels in connection with recruitment for open positions or strikes and other work stoppages.

“New Job” means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are paid or provided by the Company for the employee, and for which the Company pays an average annual wage of at least \$165,000. Each New Job must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. The New Jobs must be in addition to the 26 full-time jobs at the Company’s existing facilities in the Locality as of April 1, 2012.

“Performance Date” means June 30, 2017. The Performance Date may not be extended beyond June 30, 2017.

“Targets” means the Company’s obligations to make Capital Investments at the Facility of at least \$12,800,000 and to create and Maintain at least 125 New Jobs at the Facility, all as of the Performance Date.

“Virginia Code” means the Code of Virginia of 1950, as amended.

Section 2. Targets.

The Company will renovate, improve and operate the Facility in the Locality, make a Capital Investment of at least \$12,800,000, and create and Maintain at least 125 New Jobs at the Facility, all as of the Performance Date. The Company intends to move its employees currently working in the Locality to the Facility by the Performance Date.

The average annual wage of the New Jobs of at least \$165,000 is more than the prevailing average annual wage in the Locality of \$81,617. The Locality is neither a high-unemployment locality nor a high-poverty locality.

Section 3. Disbursement of GOF Grant.

By no later than September 1, 2012, the Locality will request the disbursement to it of the GOF Grant. If not so requested by the Locality by September 1, 2012, this Agreement will terminate. The Locality and the Company will be entitled to reapply for a GOF Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The GOF Grant in the amount of \$1,000,000 will be paid to the Locality upon its request. Within 60 days of its receipt of the GOF Grant proceeds, the Locality will disburse the GOF Grant proceeds to the Authority. The GOF Grant will be paid by the Authority to the Company in two equal installments of \$500,000 each. The first \$500,000 installment will be paid within 60 days of the Authority’s receipt of the GOF Grant proceeds. The second \$500,000 installment will be paid to Company on or about the Performance Date, but only after the Company has demonstrated to the Authority that the Company has made Capital Investments of at least \$12.8 million, and has created and Maintained at least 125 New Jobs.

The Company will use the GOF Grant proceeds to pay the costs of training and the costs of the renovation and build-out of the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

Section 4. Break-Even Point; State and Local Incentives.

VEDP has estimated that the Commonwealth will reach its “break-even point” by the Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth’s expenditures on incentives, including but not limited to the GOF Grant. With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

<u>Category of Incentive:</u>	<u>Total Amount</u>
GOF Grant	\$1,000,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	125,000

The Locality expects to provide at least the following incentives, as matching grants or otherwise, for the Facility:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Capital Expenditures near 2345 Crystal Drive	\$1,000,000

If, by the Performance Date, the value of improvements, services or support from or on behalf of the Locality to the Company totals less than the \$1,000,000 GOF Grant local match requirement, the Locality, subject to appropriation, will provide additional improvements, services or support to the Company of the difference at the Performance Date, so long as the Company has met its Targets.

The proceeds of the GOF Grant shall be used for the purposes described in Section 3. The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The improvements, services or support to be provided by or on behalf of the Locality to the Company will offset the cost to the Company of procuring such improvements, services or support.

Section 5. Repayment Obligation.

(a) *If Statutory Minimum Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least \$5,000,000 in the Facility and create and Maintain at least 50 New Jobs at the Facility in order to be eligible for the GOF Grant. Failure by the Company to meet either of these eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the entire GOF Grant theretofore paid to the Company must be repaid by the Company to the Authority.

(b) *If Statutory Minimum Requirements are Met:* For purposes of repayment, the first \$500,000 installment of the GOF Grant is to be allocated as (1) fifty percent (50%) for the Company's achievement of at least \$9,000,000 in Capital Investment and (2) fifty percent (50%) for the Company's creation and Maintenance of at least 61 New Jobs. If the Company has met at least ninety percent (90%) of both of these criteria at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion the first installment of the GOF Grant. If the Company has not met at least ninety percent (90%) of either or both of these criteria at the Performance Date, the Company shall repay to the Authority that part of the first installment of the GOF Grant that is proportional to the shortfall. For example, if at the Performance Date, the Capital Investment is only \$7,200,000 and only 37 New Jobs have been created and Maintained, the Company shall repay to the Authority twenty percent (20%) of the moneys allocated to the Capital Investment Target ($\$250,000 \times .2 = \$50,000$) and forty percent (40%) of the moneys allocated to the New Jobs Target ($\$250,000 \times .4 = \$100,000$).

Since the second \$500,000 installment of the GOF Grant will not be paid to the Company until the Targets have been met in full, the Company has no repayment obligation with respect to the second installment.

(c) *Determination of Inability to Comply:* If the Locality or VEDP shall determine at any time prior to the Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, the Company must repay to the Authority the entire GOF Grant theretofore paid to the Company. Such a determination will be based on such circumstances as a filing for liquidation by or on behalf of the Company under the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates that the Company will be unable or is unwilling to achieve the Targets.

(d) *Repayment Dates:* Such repayment shall be due from the Company to the Authority within ninety days of the Performance Date or the Determination Date, as applicable. Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality, together with the second \$500,000 installment of the GOF Grant, yet to be paid by the Authority to the Company. Such moneys shall be repaid by the Locality promptly to VEDP for redeposit into the Governor's Development Opportunity Fund. The Locality and the Authority shall use their best efforts to recover such funds, including legal action for breach of this Agreement. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums hereunder by the Company unless said sums have been received by the Authority from the Company.

Section 6. Company Reporting.

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Locality, the Authority and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at September 1, 2012 and covering the period through the prior June 30, and at such other times as the Locality, the Authority or VEDP may reasonably require.

With each such progress report, the Company shall report to VEDP the amount paid by the Company in the prior calendar year in Virginia corporate income tax. VEDP has represented to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

Section 7. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United

States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

if to the Company, to:

Attention: _____

with a copy to:

Attention: _____

if to the Locality, to:

County of Arlington
2100 Clarendon Blvd., Suite 302
Arlington, VA 22201
Attention: County Manager

with a copy to:

County of Arlington
2100 Clarendon Blvd., Suite 403
Arlington, VA 22201
Attention: County Attorney

Arlington Economic Development
1100 N. Glebe Road. Suite 1500
Arlington, VA 22201
Attention: Director

if to the Authority, to:

Industrial Development Authority of
Arlington County
2100 Clarendon Blvd, suite 501
Arlington, Virginia 22201
Attention: Director. Management and Finance

with a copy to:

McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
Tysons Corner, VA 22102
Attn: Michael W. Graff, Jr.

if to VEDP, to:

Virginia Economic Development Partnership
901 East Byrd Street, 19th Floor
Post Office Box 798 (zip: 23218-0798)
Richmond, Virginia 23219
Attention: President and CEO

with a copy to:

Virginia Economic Development Partnership
901 East Byrd Street, 19th Floor
Post Office Box 798 (zip: 23218-0798)
Richmond, Virginia 23219
Attention: General Counsel

Section 8. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the GOF Grant and may not be amended or modified, except in

writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP. DRS Technologies, Inc. and its Affiliates may assign the rights and obligations of the Company under this Agreement among themselves with notice to, but without the prior written consent of, the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Arlington, and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

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IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

Approved as to Form

COUNTY OF ARLINGTON, VIRGINIA

County Attorney

By _____
Name: _____
Title: _____
Date: _____

**INDUSTRIAL DEVELOPMENT
AUTHORITY OF ARLINGTON
COUNTY**

By _____
Name: _____
Title: _____
Date: _____

**DRS TECHNOLOGIES, INC.
On behalf of itself and its Affiliates**

By _____
Name: _____
Title: _____
Date: _____

**TRANSFER AND ASSIGNMENT OF
INTELLECTUAL PROPERTY INTERESTS**

THIS AGREEMENT is made between the Arlington Partnership for Children, Youth and Families Foundation, a nonprofit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code ("Foundation"), and the persons named below as authors ("Authors") of the Second Chance Program materials in existence as of July 20, 2012, including but not limited to the Second Chance Program curriculum, program informational materials, and any and all materials created by the Authors for the Second Chance Program ~~Materials, attached hereto as Exhibit A~~ ("the Work"), to transfer and assign all intellectual property rights of the Authors related to the Work to the Foundation.

Whereas, the Authors worked on a collaborative basis to create the Work in order to benefit the Second Chance Program, a substance abuse intervention and prevention program for youths based in Arlington County; and

Whereas, the Authors are all committed to continuing to support substance abuse intervention and prevention programs; and

Whereas, the Arlington Partnership for Children, Youth and Families Foundation is a nonprofit corporation established to support and advance the goals of the Arlington Partnership for Children, Youth and Families; and

Whereas, one such goal of the Arlington Partnership for Children, Youths and Families is the establishment and support of substance abuse intervention and prevention programs for youths.

Now, therefore, the Foundation and the Authors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree and covenant as follows:

1. The Authors hereby transfer, convey, and assign to the Foundation all intellectual property rights which they may have in the Work, including rights to all existing and future modification, alterations, or iterations of the Work. These rights include but are not limited to copyright, trademark, and/or patent rights.
2. The Foundation agrees, in consideration for the Authors' transfer, conveyance and assignment of their intellectual property rights in the Work to the Foundation, to use all fees, royalties, or monies howsoever derived from the Work only for the purpose of supporting substance abuse intervention and prevention programs or otherwise furthering the Foundation's charitable purposes.
3. The Author's signature on this Agreement is the Author's representation and warranty that:
 - a. the Work is original and contain no material from other copyrighted or unpublished works unless it is used with the written consent of the copyright owner and of the owner of any other right(s) to or in such other works;

- b. the Work does not violate or infringe any personal or property rights of others, whether common law or statutory
- c. the Work contains nothing contrary to law; and
- d. the Authors have full power and authority to enter into this Agreement.

4. In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Authors have in the Work, the Authors waive those rights as to the Foundation, its agents, licensees or assignees.

5. The Authors hereby agrees to execute all papers and take other actions as the Foundation may deem necessary to secure for the Foundation the rights herein assigned.

6. This Agreement is governed by the laws of the Commonwealth of Virginia and the Authors agree to the exclusive jurisdiction of the courts of the Commonwealth of Virginia in relation to this Agreement.

7. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the authors have caused this agreement to be executed as of:

County Manager

Printed Name

Date

Linda Henderson

Printed Name

Date

Debby Taylor

Printed Name

Date

Arlington Partnership for Children,
Youth and Families Foundation

Printed Name and Title

Date

**CONDITIONS OF ENGAGEMENT: PROPRIETARY INFORMATION AND
OWNERSHIP OF INTELLECTUAL PROPERTY**

THIS AGREEMENT is made between the Arlington Partnership for Children, Youth and Families Foundation, a nonprofit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (“Foundation”), and the County Board of Arlington County (“County”) to set forth the terms and conditions of the work and contributions made to the Foundation by County employees and certain County contractors (“the Engagement”).

Whereas, the Arlington Partnership for Children, Youth and Families Foundation is a nonprofit corporation established to support and advance the goals of the Arlington Partnership for Children, Youth and Families; and

Whereas, one such goal of the Arlington Partnership for Children, Youths and Families is the establishment and support of substance abuse intervention and prevention programs for youths; and

Whereas, the County is committed to supporting and furthering the goals and charitable purposes of the Foundation; and

Now, therefore, the Foundation and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree and covenant as follows:

1. In exchange for the work and creative contributions made by County employees and contractors to the Foundation (“the Work”), the Foundation agrees to give the County access to certain proprietary and confidential information belonging to the Foundation which, in the Foundation’s sole judgment, may be necessary or helpful to aid in the development of new materials for the Foundation’s use.
2. The County agrees that all such proprietary and confidential information belongs exclusively to the Foundation. Confidential and proprietary information includes but is not limited to technical or financial information, written materials, marketing plans, program data, statistics, know-how, idea, inventions (whether or not patentable), hardware, databases, software, clinical studies, documentation, records, and techniques. However, County and Foundation agree and understand that any record or information in the possession of County may be subject to the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*), and may be subject to mandatory disclosure.
3. Further, the County hereby irrevocably transfers, assigns, sets over and conveys to the Foundation all rights, titles and interests, including the sole and exclusive copyright, trademark and patent interest, in any and all copyrightable, trademarkable, and patentable works created pursuant to County employees’ work under this Engagement, on the condition that the Foundation shall use all fees, royalties, or monies howsoever derived from the Work only for the purpose of supporting substance abuse intervention and prevention programs or otherwise furthering the Foundation’s charitable purposes. The County further agrees to execute any documents as the Foundation may request to effect any such transfer or assignment.

4. Further, the County hereby irrevocably transfers, assigns, sets over and conveys to the Foundation all rights, titles and interests, including the sole and exclusive copyright, trademark and patent interests, in any and all copyrightable, trademarkable, and patentable works created by a County contractor assigned to work under this Engagement if the County owns such rights from Contractor, and on the condition that the Foundation shall use all fees, royalties, or monies howsoever derived from the Work only for the purpose of supporting substance abuse intervention and prevention programs or otherwise furthering the Foundation’s charitable purposes.

5. This Agreement is governed by the laws of the Commonwealth of Virginia and the Contributor agrees to the exclusive jurisdiction of the courts of the Commonwealth of Virginia in relation to this Agreement.

6. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the parties have caused this agreement to be executed as of:

County Manager

Printed Name

Date

Arlington Partnership for Children,
Youth and Families Foundation

Printed Name and Title

Date

AN ORDINANCE TO AMEND, REENACT AND RECODIFY CHAPTER 6 (CIVIL SERVICE ORDINANCE) OF THE ARLINGTON COUNTY CODE.

BE IT ORDAINED that the Arlington County Code is amended, reenacted and recodified as follows:

§6-29. Employee benefits: Retiree Medical and Dental Plan

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c. Subject to appropriation of funds by the Arlington County Board, employees who retire on or after July 1, 2008, who elect to receive their retirement allowance ~~except pursuant to §21-48, §35-40, or §46-44(B), and who are receiving a monthly retirement allowance~~, elect to receive their retirement allowance immediately, and are eligible for the health and/or dental plan benefits may either:

- 1) elect to continue their health and/or dental coverage into retirement, cancel their health and/or dental coverage at any time after retirement provided the retiree obtains alternate health and/or dental insurance coverage from a company or program other than that which Arlington County provides, and re-enroll upon termination of alternate coverage, or
- 2) opt to enroll in the County-sponsored health and/or dental plan within 60 days from the date of termination of coverage elsewhere.

Procedures and other terms for cancelling and re-entering the health and/or dental plans shall be established by the Human Resources Director.

**AN ORDINANCE TO AMEND, REENACT AND RECODIFY CHAPTER 21 (RETIREMENT ORDINANCE) OF THE ARLINGTON COUNTY CODE.
BE IT ORDAINED that the Arlington County Code is amended, reenacted and recodified as follows:**

§ 21-16. Same--Employment of ~~Staff Assistants~~.

The Board may employ ~~assistants~~staff and pay out of the System fund for all services its shall be required.

§ 21-42. Service Retirement Allowance.

B. *Early retirement.* Upon the service retirement of a member prior to his normal retirement date as provided in subsection B of § 21-41, he shall receive an annual retirement allowance, payable monthly to him for life, determined as provided in subsection A of this § 21-42 based on his average final compensation and his credited service as of his early retirement date, and shall be payable, at the option of the member:

1. Commencing on his early retirement date or the first of any month subsequent to submitting a written request to receive his retirement allowance but reduced by one-half of one percent (0.5%) for each full month by which the receipt of his monthly allowance that his early retirement date precedes his normal retirement date; or
2. Commencing at his normal retirement date after submitting a written request to receive his retirement allowance without such reduction; or

§ 21-49. Medical Examination of Beneficiary of Disability Retirement Allowance.

The County Manager shall require a permanent disability retiree, prior to his normal retirement ~~date~~ for an ordinary disability retiree, and ~~both prior to and after his normal retirement date~~ for a service connected disability retiree, to undergo a medical examination by the medical advisor, or the County Manager's medical appointee in the case of any such retiree residing outside the area serviced by the medical advisor, once each year during the first three (3) years following retirement and once in every three (3) years thereafter; provided, that when it appears in a particular case that the nature of the disability warrants the conclusion that it will continue substantially beyond the time of the next regular examination, the County Manager may waive the requirement that the retiree undergo the next regular examination. The County Manager shall have the authority to order for stated reasons a disability retiree to undergo a physical examination at any time. After normal retirement date, medical examinations will cease for both an ordinary disability retiree and a service connected disability retiree.
(6-23-79; 9-29-79; Ord. No. 00-34, 11-1-00; Ord. No. 04-26, 11-16-04, Effective 12-12-04)

§ 21-51. Effect on ~~Disability~~ Retirement Allowance of Returning to Work.

A. Should a beneficiary retired pursuant to § 21-42.A or B return to service with the School Board, he shall become a member of the System and shall thereafter contribute. Any service on the basis of which his retirement allowance was computed shall thereafter be counted as creditable service. Upon return to service, such member's retirement allowance shall cease.

Should a beneficiary retired pursuant to § 21-42.A or B return to service as an Employee of an Employer other than the School Board, he shall have the option to: (1) become a member of the System and their retirement allowance will cease or (2) participate in the deferred compensation plan provided for in §46-27 and their retirement allowance will continue.

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AN ORDINANCE TO AMEND, REENACT AND RECODIFY CHAPTER 35 (RETIREMENT ORDINANCE) OF THE ARLINGTON COUNTY CODE.

BE IT ORDAINED that the Arlington County Code is amended, reenacted and recodified as follows:

§ 35-15. Same--Employment of ~~Assistants~~Staff.

The Board shall employ the ~~assistants~~ staff authorized by § 21-16 and pay out of the System fund for all services as shall be required.
(1-1-69)

§ 35-37. Service Retirement Allowance.

E. *Early retirement.* Upon the service retirement of a member prior to his normal retirement date as provided in § 35-36.B, he shall receive an annual retirement allowance, payable monthly to him for life, determined as provided in subsection A or C, whichever is applicable, of this section based on his average final compensation and his accredited service as of his early retirement date, and shall be payable, at the option of the member:

1. Commencing on his early retirement date or the first of any month subsequent to submitting a written request to receive his retirement allowance but reduced by one-half of one percent (0.5%) for each full month by which the receipt of his monthly allowance ~~that~~ his early retirement date precedes his normal retirement date;
2. Commencing at his normal retirement date after submitting a written request to receive his retirement allowance without such reduction;
3. Commencing at his early retirement date but without the one-half percent (0.5%) per month reduction if the member has attained age fifty-five (55) and completed thirty (30) years of service; or
4. Commencing at his early retirement date but reduced by one-half of one percent (0.5%) for each full month his retirement date precedes the date on which he would have attained age fifty-five (55) and completed thirty (30) years of service; or
5. Commencing at his early retirement date but without the one-half percent (0.5%) per month reduction if the member's years of service plus age equal at least eighty (80), provided he is an employee of the County.

§ 35-44. Effect on Retirement Allowance of Returning to Work.

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A. Should a beneficiary of a retirement allowance return to service as an Employee of the School Board, he shall become a member of the System and shall thereafter contribute. Any service on the basis of which his retirement allowance was computed shall thereafter be counted as creditable service. Upon return to service, such member's retirement allowance shall cease.

Should a beneficiary retired pursuant to §35-36 return to service as an Employee of an Employer other than the School Board, he shall have the option to: (1) become a member of the System and their retirement allowance will cease or (2) participate in the deferred compensation plan provided for in §46-27 and their retirement allowance will continue.

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AN ORDINANCE TO AMEND, REENACT AND RECODIFY CHAPTER 46 (RETIREMENT ORDINANCE) OF THE ARLINGTON COUNTY CODE.

BE IT ORDAINED that the Arlington County Code is amended, reenacted and recodified as follows:

§ 46-1. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise:

“Accumulated contributions” means the sum of all amounts deducted or picked-up from the compensation of a member and credited to his individual account in the members' contribution account, and any other amounts he shall have contributed, or transferred thereto, including any amount credited as provided in § 46-35.C.

“Actuarial equivalent” means a benefit of equal value when computed upon the basis of such actuarial tables as are adopted by the Board.

“Actuary” means a person who is a member of the American Academy of Actuaries who is enrolled by the Joint Board for the Enrollment of Actuaries established pursuant to 29 U.S.C.A. § 1242, Employee Retirement Income Security Act of 1974.

“Average final compensation” means average annual creditable compensation of a member during the three (3) highest twelve (12) month periods of compensation paid to a member.

“Base compensation” means the hourly wage as specified in the County pay schedule multiplied by the hours worked in the employees normal work schedule. Base compensation includes acting pay but excludes overtime, special pay, pay in lieu of sick leave, bonus pay and other similar special pay.

“Beneficiary” means any person in receipt of a pension or other benefits as provided by the System.

“Board” means the Board of Trustees of the System.

“County Manager” means the County Manager or his designee.

“Creditable compensation” means the full compensation, including pickup contributions and any elective employer contributions under the flexible benefits plan, payable annually to an employee in his capacity as such, excluding accumulated sick leave paid to the member at his termination from County service. Effective January 4, 2009 creditable compensation means full compensation excluding all premium pays (except holiday premium) as defined in Administrative Regulation 2.12, all overtime pays (except the portion of overtime paid at the employee's base hourly rate as defined in Administrative Regulation 2.12 for hours worked to complete their regular annual work schedule.), imputed earnings, benefit subsidies and/or stipends, severance and settlement pay, and clothing allowances. Effective January 1, 2009, creditable compensation shall include any differential wage payments for military service as defined under Section 3401(h)(2) of the Internal Revenue Code. Other provisions notwithstanding, except in the case of an employee who first became a member before July 1, 1996, annual creditable compensation shall not exceed the amount established pursuant to Internal Revenue Code § 401(a)(17) as indexed annually.

“Creditable service” means membership service plus prior service credit.

“Deferred Retirement Option Program” (DROP) means the Program described in § 46-64.

“Deputy Sheriff” means the person holding the office of Sheriff, if they elect to participate, and all Deputy Sheriffs.

“Defined benefit plan” means the plan described in Article VIII.

“Defined contribution plan” means the plan described in Article IX.

“Employee” means any person regularly employed on or after February 8, 1981, in rendering service to the County Board, School Board, or an official elected by the people whose compensation is fully or partially paid directly or indirectly by the County except any person on a part-time, seasonal, or temporary employment status, and except, those persons working less than thirty (30) hours per week; however, a member whose hours are reduced below the minimum (thirty (30) hours) by the employer may continue to earn pro rata membership credit.

“Employer” means the County Board, the County School Board, and any authority in the County having the power to appoint an employee to office or employment paid directly or indirectly by the County, and the Board of Trustees of the System.

“Expense rate” means the expected administrative costs to administer the plan expressed as a percentage of payroll.

“Fiscal year” means each twelve (12) month period ending June thirtieth.

“General Member” means a member who is employed by the employer not as a Public Safety Member.

“Medical advisor” means the physician provided for by § 46-21.

“Member” means any person included in the membership of the System as provided in § 46-27 who has not ceased to be a member as provided in § 46-28.

“Membership service” means service as a member for which credit is allowable as provided in § 46-29.

“Normal cost” means the actuarially determined amount under the aggregate accrual modification of the entry age normal funding method needed to fund for one (1) plan year the retirement benefits of the plan.

“Normal retirement age” means the date of attainment of age sixty-two (62) of a General Member or age fifty-two (52) of a Public Safety Member.

“Normal retirement date” means the date of attainment of age sixty-two (62) with the completion of five (5) years of service of a member who is not a police officer, firefighter, or deputy sheriff, and the date of attainment of age fifty-two (52) with the completion of five (5) years of service of a member who is a police officer, firefighter, or deputy sheriff.

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“Part-time employee” means any person working less than forty (40) hours per week, having permanent status or in a probationary period for such status, who is:

- (1) Rendering service to the County Board in a budgeted position;
- (2) An employee of a constitutional officer in a budgeted position; or
- (3) A trades and maintenance employee of the School Board paid from a regular position controlled account.

“Party in interest” means:

- (1) A fiduciary (including, but not limited to, any administrator, officer, trustee, or custodian), counsel, or employee of the System);
- (2) A person, partnership, joint venture, corporation, mutual company, joint-stock company, trust, estate, unincorporated organization, association, or employee organization providing services to

the System;

- (3) An employer, any of whose employees are covered by the System;
- (4) An employee organization, any of whose members are covered by the System;
- (5) A spouse, ancestor, lineal descendant or spouse of a lineal descendant of any individual described in subparagraphs (1), (2), or (3).

“Public Safety Member” means a member who is employed by the employer as a police officer, firefighter, deputy sheriff or sheriff.

“Retiree” means any prior member or beneficiary who is receiving a retirement payment, or has elected to receive a deferred vested retirement allowance.

“Retirement allowance” means the retirement payments to which a member is entitled.

“Service” means service as an employee for which compensation is paid by the employer, periods of time while on military leave, not to exceed five (5) cumulative years, or an approved leave of absence.

“Statement of retirement policies and principles” means a statement adopted by the County Board which contains a description of the objectives and policies of the System concerning retirement benefits, benefit levels, funding and investments.

“System” means the Arlington County Employees' Supplemental Retirement System--II.

“V.R.S.” means the Virginia Retirement System established pursuant to § 51.1-124.1 et seq., Code of Virginia, 1950, as amended. (2-8-81; Ord. No. 84-38, 12-23-84; Ord. No. 86-14, 6-14-86; Ord. No. 87-24, 9-26-87; Ord. No. 96-13, 6-29-96; Ord. No. 00-34, 11-1-00; Ord. No. 01-20, 11-17-01; Ord. No. 04-26, 11-16-04, effective 12-12-04; Ord. No. 05-10, 7-12-05; Ord. No. 08-17, 9-13-08, effective 1-4-09; Ord. No. 09-27, 11-17-09; Ord. No. 11-06, 5-14-11, Ord. No. 12-01, 1-21-12)

§ 46-16. Same--Employment of ~~Assistants~~ Staff.

The Board may employ ~~assistants~~ staff and pay out of the System fund for all services as shall be required. (2-8-81)

§ 46-27. Eligibility Requirements.

A. Except for employees who are covered by § 46-44.H, elected members of the County Board, and persons appointed as County Manager who elect not to become members within sixty (60) days after appointment, employees of the County Board hired after February 8, 1981, who have not reached normal retirement age (age sixty-two (62)), or in the case of police officers, firefighters, and deputy sheriffs, age fifty-two (52) as of the first day of employment, and all employees of the School Board hired after February 8, 1981, and before July 1, 2001, who have not reached normal retirement age (age sixty-two (62)) are members of the System. Notwithstanding the foregoing, the following employee groups who have entered into an agreement for inclusion in a deferred compensation plan when the agreement prohibits inclusion in any other retirement system established by the County, pursuant Virginia Code 51.1-800(D) shall have access to benefits under Article IX only: retirement benefits under Article VIII of this chapter shall not be provided to

(1) eEmployees hired after January 12, 2012 in the Management Accountability Program, as defined in Administrative Regulation 2.7, or

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~~(2) Former members of the System retired under §21-41, §21-43, §21-45, §35-36, §35-38, §46-37, §46-39, or §46-41, who are re-employed by the County after January 12, 2012 who have entered into an agreement for inclusion in a deferred compensation option when the agreement prohibits inclusion in any other retirement benefit established by the County, pursuant Virginia Code 51.1-800(D). Notwithstanding the foregoing, there shall be no age restrictions on membership for persons hired on or after January 1, 1991. Employees who did not meet the eligibility requirements related to age at the time of hire shall have the option to join the System and elect to purchase service credit for service back to January 1, 1991. Such election must be made by December, 1991.~~

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§ 46-32. Member Contributions.

A. Each member, who is not a member of the Virginia Retirement System (V.R.S.) and who is not a police officer, firefighter or deputy sheriff shall contribute for each pay period for which he receives compensation four percent (4%) of his creditable compensation, ~~and any accrued and unused vacation, and any earned and unused compensatory time paid at employment termination~~ until such time as the County Board, pursuant to § 46-19, shall revise the rate of member contributions. Each member who is a police officer, firefighter or deputy sheriff, during years of service until the pay period ending January 3, 2009 shall contribute for each pay period for which he receives compensation five percent (5%) of his creditable compensation, as then defined, and for all years of service commencing with the first pay period beginning January 4, 2009 shall contribute for each pay period for which he receives creditable compensation, seven and a half percent (7.5%) of his creditable compensation, ~~any accrued and unused vacation, and any earned and unused compensatory time paid at employment termination and any accrued, unused vacation and earned, unused, compensatory time paid at employment termination~~ until such time as the County Board, pursuant to § 46-19, shall revise the rate of member contributions subsequent to December 23, 1984, employers who have elected to participate in the employer pick-up program shall pick-up all employee contributions required herein.

§ 46-33. Employer Contributions.

A. Each employer shall contribute a percentage of the ~~members' creditable compensation, any accrued and unused vacation, and any earned and unused compensatory time paid at employment termination and of any accrued, unused vacation and earned, unused, compensatory time paid at a member's employment termination~~ of the members as determined by the County Board. In the event that an employer does not pay the established contribution, the Board shall take appropriate action to secure payment.

§ 46-38. Service Retirement Allowance; Bridge Allowance.

B. Upon service retirement of a member prior to his normal retirement age as provided in § 46-37.B, the member shall receive an annual retirement allowance, payable monthly to him for life, which shall be equal to the amount calculated under § 46-38.A and shall be payable, at the option of the member ~~after completing forms to notify the County of his election:~~ (i) commencing on his early retirement date ~~or the first of any subsequent month prior to his normal retirement age~~ but reduced by one-half of one percent (0.5%) for each full month by which ~~his actual retirement date the receipt of his monthly allowance~~ precedes the earlier of (a) his normal retirement date, or (b) the first date on which his number of years of service and his attained age would have equaled the minimum age and completed years of service requirement provided in § 46-37.A had he been continuously in service from his date of retirement until such first date; or (ii) commencing at his normal retirement date without such reduction.

D. Any member ~~not entering the DROP and~~ electing a normal, early or a deferred benefit may, at the time the member chooses to begin receiving retirement benefits, elect to receive a lump sum payment equal to the lesser of ten percent (10%) of the actuarial value equivalent to that of the annual retirement allowance, including expected post-retirement supplements which may be payable pursuant to § 46-49, to which he could otherwise be entitled, as determined by the actuary, of the benefits to be paid over the member's lifetime or twenty thousand

dollars (\$20,000.00). If the then current actuarial value of the benefits is less than five thousand dollars (\$5,000.00), the entire benefit may be selected as a lump sum. Should the member elect such a lump sum payment, the monthly benefit due the retiree will be reduced by an amount calculated to be equal to the actuarial equivalent of the lump sum payment. The lump sum distribution will be issued at the time of the first benefit payment.

Nothing herein shall be construed to require any person to pay back into the System any money received before the effective date of this section. No person who has begun to receive an allowance under § 46-38 before June 23, 1990, shall be subject to this reduction.

§ 46-45. Medical Examination of Beneficiary of Disability Retirement Allowance.

The County Manager shall require a permanent disability retiree, prior to his normal retirement date for an ordinary disability retiree, and ~~both prior to and after his normal retirement date~~ for a service-connected disability retiree, to undergo a medical examination by the medical advisor, or the County Manager's medical appointee in the case of any such retiree residing outside the area serviced by the medical advisor--once each year during the first three (3) years following retirement and once in every three (3) years thereafter for so long as the retiree continues to receive a disability retirement allowance, provided that when it appears in a particular case that the nature of the disability warrants the conclusion that it will continue substantially beyond the time of the next regular examination, the County Manager may waive the requirements that the retiree undergo the next regular examination. The County Manager shall have the authority to order, for stated reasons, a disability retiree to undergo a physical examination at any time. Upon attainment of Normal Retirement Age, medical examination will cease for an ordinary disability retiree and for a service-connected disability retiree.

(2-8-81; Ord. No. 00-34, 11-1-00; Ord. No. 04-26, 11-16-04, effective 12-12-04)

§ 46-47. Effect on Retirement Allowance of Returning to Work.

A. Should a beneficiary retired pursuant to § 46-37.A or B return to service as an Employee of the School Board, he shall become a member of the retirement system of which he was a member when he retired and shall thereafter contribute to such retirement system. Any service on the basis of which his retirement allowance was computed shall thereafter be counted as creditable service. Upon return to service, such member's retirement allowance shall cease.

Should a beneficiary retired pursuant to §46-37 return to service as an Employee of an Employer other than the School Board, he shall have the option to: (1) become a member of the System and their retirement allowance will cease or (2) participate in the deferred compensation plan provided for in §46-27 and their retirement allowance will continue.

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Arlington, Virginia

Revised FY 2013 - FY 2022 CIP Debt Summary

(000s)

GO & Other BOND Funding	Proposed	Proposed	Proposed	Proposed	Proposed	Total
	2012 Referenda	2014 Referenda	2016 Referenda	2018 Referenda	2020 Referenda	FY 13-22
LOCAL PARKS & RECREATION						
Long Bridge (Aquatics, Fitness Center and Design of Final Outdoor Phase)*	42,500	0	1,441 0*	0	3,914	47,855 46,414
Parks Maintenance Capital	6,868	12,405	13,160	10,000	10,000	52,433
Land Acquisition & Open Space**	1,000	3,000	3,000 4,441	3,000	3,000	13,000 14,441
Tyrol Hill Park	185	1,591	0	0	0	1,776
Four Mile Run Near-Stream Improvements	0	219	2,122	1,126	11,941	15,408
Jennie Dean Park	0	5,835	6,190	6,567	6,968	25,560
Synthetic Turf Fields	0	2,185	0	0	0	2,185
Crystal City Parks and Open Space	0	289	2,983	316	3,357	6,945
Four Urban Parks in Ballston-Virginia Square	0	0	563	2,985	3,167	6,715
Mosaic Park	0	0	0	328	3,294	3,622
Glebe and Randolph Park	0	0	0	299	3,167	3,466
Ballston Pond	0	0	0	0	988	988
Sub-total	50,553	25,524	29,459	24,621	49,796	179,953
TRANSPORTATION						
Paving	13,195	13,999	14,851	15,756	16,715	74,516
Long Bridge Interchange	2,500	5,835	0	0	0	8,335
ART (Heavy Maintenance Facility)	0	3,183	0	0	0	3,183
WALKArlington, BikeArlington & Neighborhood Traffic Calming	1,321	1,383	1,469	1,558	1,652	7,383
Route 1 Streetcar	0	0	20,000	0	0	20,000
Bridge Renovation	300	2,228	1,238	5,015	253	9,034
Match for State & Federal Projects and other	30	1,166	1,200	597	633	3,626
Sub-total	17,346	27,794	38,758	22,926	19,253	126,077
METRO						
Metro	14,600	39,000	22,900	22,750	25,000	124,250
COMMUNITY CONSERVATION						
Neighborhood Conservation	11,000	11,000	11,000	12,000	12,000	57,000
Penrose Square	0	0	298	2,346	0	2,644
Nauck Town Square & Infrastructure	0	0	1,688	3,164	0	4,852
Sub-total	11,000	11,000	12,986	17,510	12,000	64,496

Arlington, Virginia

Revised FY 2013 - FY 2022 CIP Debt Summary

(000s)

GO & Other BOND Funding	Proposed	Proposed	Proposed	Proposed	Proposed	Total					
	2012 Referenda	2014 Referenda	2016 Referenda	2018 Referenda	2020 Referenda	FY 13-22					
PUBLIC / GOVERNMENT FACILITIES											
Facilities Maintenance Capital	3,625	7,000	6,000	7,000	7,000	30,625					
North Side Salt Facility	206	2,185	0	0	0	2,391					
Lubber Run Community Center	0	0	1,414	25,710	0	27,124					
Non Parks Land Acquisition	0	2,000	3,000	3,000	3,000	11,000					
Alternate Emergency Communication Center	0	500	3,000	0	0	3,500					
Fire Stations	0	0	1,400	8,610	17,220	27,230					
Courthouse Square	0	0	0	15,873	24,597	40,470					
Trade Center Parking Deck & Storage Building	0	4,679	15,914	0	0	20,593					
Courts/Police Building Interior Renovation	0	0	5,039	6,588	0	11,627					
Court Square West Building Removal	0	0	1,770	0	0	1,770					
Police and Sheriff Pistol Firing Range	0	0	2,500	0	0	2,500					
Columbia Pike Library Replacement	0	0	0	0	1,284	1,284					
Sub-total	3,831	16,364	40,037	66,781	53,101	180,114					
INFORMATION TECHNOLOGY / PUBLIC SAFETY											
ConnectArlington and Intelligent Transportation System	13,475	4,025	0	0	0	17,500					
SUBTOTAL GO Bond Referenda	110,805	123,707	144,140	154,588	159,150	692,390					
2020 Building Acquisition and Conversion	26,425	3,725	0	0	0	30,150					
Long Bridge - Developer Contribution	20,000	0	0	0	0	20,000					
SUBTOTAL Other Bond Funding	46,425	3,725	0	0	0	50,150					
Total BOND FUNDING*	157,230	127,432	144,140	154,588	154,588	742,540					
* Excludes Revenue Bonds for Transportation Investment Fund											
Master Lease Funding	Adopted	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Total
	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 13-22
Fire Defibrillators & Breathing Apparatus	-	-	-	-	-	2,312	2,929	-	-	-	5,241
Enterprise IT Refreshment	3,325	5,488	3,719	3,065	2,000	4,536	5,218	4,532	5,238	4,431	41,552
Public Safety IT Refreshment	4,524	4,218	4,565	2,645	2,949	1,306	611	5,055	1,733	8,635	36,241
Auto Fund - Fire Vehicle Apparatus	2,862	2,460	-	-	-	2,679	-	1,754	1,409	2,817	13,981
Total Master Lease Funding	10,711	12,166	8,284	5,710	4,949	10,833	8,758	11,341	8,380	15,883	97,015
Total Debt Funding (excludes Schools)	180,107	141,426	159,922	174,687	178,851	839,555					

* Funding for the Long Bridge play elements, originally planned for the 2016 referenda, could be funded with one-time funds from FY 2012 close-out.

** Parks land acquisition & open space is a significant priority of the County Board. Through a combination of this level of bond funding and future additional one-time funding that may become available, the target is to increase total funding for parks land acquisition over the 10 year period of the CIP.

Attachment A-2

Arlington, Virginia

Revised CIP Program Summary

The FY 2013 - 2022 CIP includes typical capital projects such as maintenance capital, parks, transportation, metro, community conservation, government facilities, information technology and regionals . In addition, this CIP continues to address projects introduced in the previous CIP such as Crystal City and Columbia Pike streetcars, ConnectArlington (previously fiber optic communications network) and Ballston Garage. Unlike past CIPs, this is a 10 year CIP and includes funding that has been previously approved in prior CIPs to show the full expenditure by fiscal year of each capital project.

10 Year Capital Program Costs Summary (000s)

<u>Program Category</u>	<u>FY 13</u>	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>	<u>FY 21</u>	<u>FY 22</u>	10 Year <u>Total</u>
Local Parks & Recreation	60,299	28,260	21,081	11,220	23,992	14,554	23,243	10,892	33,841	30,155	257,537
Transportation Initiatives ¹	189,594	63,417	67,945	79,912	37,499	26,268	42,857	39,135	32,679	56,981	636,287
Crystal City (Route 1) Streetcar ²	2,000	5,990	19,080	37,265	37,265	30,975	13,230	-	-	-	145,805
Columbia Pike Streetcar ⁸	9,546	25,769	55,057	56,853	51,774	-	-	-	-	-	198,999
Metro	20,900	18,600	26,600	20,400	16,400	14,500	15,000	15,750	16,500	16,500	181,150
Community Conserv/Economic Develop	14,550	15,135	30,895	26,647	9,605	6,138	12,467	6,676	6,696	6,717	135,526
Public / Government Facilities	63,188	23,696	20,545	19,243	47,276	15,584	53,464	28,249	43,777	19,990	335,012
Ballston Garage ⁴	5,300	4,980	2,519	781	770	3,370	130	830	460	650	19,790
Information Technology & Public Safety ³	20,922	20,946	20,565	9,737	8,177	14,555	14,699	19,682	11,244	19,487	160,014
Regional Partnerships	1,135	1,192	1,262	1,332	1,405	1,313	1,340	1,367	1,395	1,424	13,165
Capital Contingent	3,214	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	21,214
Total County Capital	390,648	209,985	267,549	265,390	236,163	129,257	178,430	124,581	148,592	153,904	2,104,499
Water & Sewer Infrastructure ⁵	76,016	24,893	28,794	23,560	24,189	24,775	24,393	23,866	24,332	26,759	301,577
Stormwater Management ⁶	2,859	7,280	4,030	4,420	4,450	4,450	4,550	3,550	3,850	3,850	43,289
Total Program Cost	469,523	242,158	300,373	293,370	264,802	158,482	207,373	151,997	176,774	184,513	2,449,365

Arlington, Virginia

Revised CIP Program Summary

10 Year Capital Program Funding Sources Summary (000s)

<u>Capital Funding Sources</u>	<u>FY 13</u>	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>	<u>FY 21</u>	<u>FY 22</u>	10 Year <u>Total</u>
New Funding											
Pay-As-You-Go (PAYG)	19,005	29,513	35,076	24,434	29,105	30,448	33,115	31,823	26,436	31,534	290,489
Master Lease Funding	11,032	12,425	8,636	5,710	4,949	10,833	8,758	11,341	8,380	15,883	97,947
GO Bond Referenda	52,647	58,159	76,096	57,581	88,309	44,390	99,042	55,546	95,626	63,522	690,918
State/Federal Funding	9,872	21,357	39,847	41,991	41,351	21,403	19,704	11,144	8,905	15,773	231,347
Developer Contributions and Partnerships	22,000	4,160	21,800	24,943	4,796	-	200	-	-	-	77,899
Ballston Garage Parking Revenues ⁴	2,200	3,080	2,519	781	770	3,370	130	830	460	650	14,790
Sanitary District Tax ⁶	2,619	3,480	3,900	4,420	4,450	4,450	4,550	3,550	3,850	3,850	39,119
Transportation Capital Fund ^{1,8}	21,981	20,287	23,406	20,092	22,732	11,871	10,835	11,697	6,635	10,024	159,560
Tax Increment Financing ^{2,8}	4,747	5,850	2,500	7,931	4,170	7,759	4,470	2,200	2,150	4,550	46,327
Transportation Revenue Bonds	-	21,000	49,430	76,500	38,500	-	-	-	-	-	185,430
Utility Fund Transfer & Other Sources ⁵	18,069	22,833	22,182	23,560	24,189	24,775	24,393	23,866	24,332	26,759	234,958
Subtotal New Funding	164,172	202,144	285,392	287,943	263,321	159,299	205,197	151,997	176,774	172,545	2,068,784
Previously Approved Funding											
Authorized but Unissued Bonds	72,320	8,542	9,212	3,875	-	-	-	-	-	-	93,949
Issued but Unspent Bonds	38,365	1,109	150	-	-	-	-	-	-	-	39,624
Other Previously Approved Funds ⁷	194,666	30,363	5,619	1,552	1,481	1,159	200	-	-	11,968	247,008
Subtotal Previously Approved Funding	305,351	40,014	14,981	5,427	1,481	1,159	200	-	-	11,968	380,581
Total Funding	469,523	242,158	300,373	293,370	264,802	160,458	205,397	151,997	176,774	184,513	2,449,365

(1) Transportation Capital Fund is supported by a commercial real estate tax of \$0.125 per \$100 of assessed value, yielding projected revenues for transportation projects. Beginning in 2014, the plan assumes revenue bonds, supported by the tax, will be issued. The Transportation Investment Fund is supplemented by County PAYG as well as state and federal revenues.

(2) Crystal City Public Infrastructure is funded from tax increment financing on properties in the Crystal City, Potomac Yard, and Pentagon City areas of the County. The tax increment is currently set at 33 percent.

(3) ConnectArlington is included in the Information Technology & Public Safety category. Funding sources for this project includes federal grants, existing IDA bond balances, as well as Schools' local funds for their respective allocation of the project costs.

(4) Ballston Garage funding includes parking revenues, interest revenue and reserves.

(5) Utilities fund other sources: Developer contributions and Inter Jurisdictional payments, interest revenue and existing bonds and fund balances.

(6) Stormwater Management Fund is funded from the Sanitary District Tax, Watershed Management Fund, State Grants and project cost sharing with US Army Corps of Engineers. The sanitary district tax was increased from \$0.01 to \$0.013 per \$100 pf assessed value by the County Board on April 24, 2010.

(7) Other previously approved funds: Any funds other than GO Bonds that were approved as part of prior CIPs that are to be spent during this FY13-FY22 CIP.

(8) The Columbia Pike streetcar is funded by the Transportation Capital Fund, revenue bonds, and state and federal funding. The Route 1 Corridor streetcar is funded by the Crystal City/Potomac Yard/Pentagon City Tax Increment Financing area fund, GO bonds, revenue bonds, and state funding.

ATTACHMENT A

METRO AND TRANSPORTATION PROJECTS

WHEREAS, the County Board of Arlington County, Virginia, has determined that it is advisable to support construction, acquisition, and rehabilitation of facilities by the Washington Metropolitan Area Transit Authority (WMATA/Metro) and other transportation projects as described below at an estimated cost of \$31,946,000; and

WHEREAS, it appears that such improvements cannot be financed from current revenues;

BE IT RESOLVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA:

1. It is hereby determined that it is advisable for Arlington County to contract a debt and issue its general obligation capital improvement bonds in the maximum principal amount of \$31,946,000 pursuant to the Public Finance Act of 1991, as amended, to finance, together with other available funds, the cost of construction, acquisition, and rehabilitation of WMATA/Metro facilities by the Washington Metropolitan Area Transit Authority, and to pay the costs of other transit, transportation, paving, road and pedestrian enhancement projects across the County (the "Projects").
2. The Circuit Court of Arlington County is hereby requested to order an election to be held on November 6, 2012, provided that such date is at least 81 days after the date on which the Court enters its order upon the question of contracting such debt and issuing bonds for such purposes. The question on the ballot shall be in substantially the form shown in Attachment B.
3. The Clerk of this Board is hereby authorized and directed to cause a certified copy of this resolution to be presented to the Circuit Court of Arlington County.
4. The County Board adopts this declaration of official intent under the Treasury Regulations Section 15.150-2. The County Board reasonably expects to reimburse advances made or to be made by the County to pay the costs of the Projects from the proceeds of its bonds.
5. This resolution shall take effect immediately.

LOCAL PARKS & RECREATION

WHEREAS, the County Board of Arlington County, Virginia, has determined that it is advisable to undertake local parks & recreation projects as described below at an estimated cost of \$50,553,000; and

WHEREAS, it appears that such improvements cannot be financed from current revenues;

BE IT RESOLVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA:

1. It is hereby determined that it is advisable for Arlington County to contract a debt and issue its general obligation capital improvement bonds in the maximum principal amount of \$50,553,000 pursuant to the Public Finance Act of 1991, as amended, to finance, together with other available funds, the cost of public improvements for Arlington County local parks & recreation, open space and land acquisition projects (the "Projects").

2. The Circuit Court of Arlington County is hereby requested to order an election to be held on November 6, 2012, provided that such date is at least 81 days after the date on which the Court enters its order upon the question of contracting such debt and issuing bonds for such purposes. The question on the ballot shall be in substantially the form shown in Attachment B.

3. The Clerk of this Board is hereby authorized and directed to cause a certified copy of this resolution to be presented to the Circuit Court of Arlington County.

4. The County Board adopts this declaration of official intent under the Treasury Regulations Section 15.150-2. The County Board reasonably expects to reimburse advances made or to be made by the County to pay the costs of the Projects from the proceeds of its bonds.

5. This resolution shall take effect immediately.

COMMUNITY INFRASTRUCTURE

WHEREAS, the County Board of Arlington County, Virginia, has determined that it is advisable to undertake neighborhood conservation projects, public facility improvements and infrastructure improvements, as described below, at an estimated cost of \$28,306,000; and

WHEREAS, it appears that such improvements cannot be financed from current revenues;

BE IT RESOLVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA:

1. It is hereby determined that it is advisable for Arlington County to contract a debt and issue its general obligation capital improvement bonds in the maximum principal amount of \$28,306,000 pursuant to the Public Finance Act of 1991, as amended, to finance, together with other available funds, the cost of public improvements for Arlington County, including neighborhood conservation projects, information technology and public safety projects, and County facilities needs including infrastructure and facilities maintenance capital (the "Projects").

2. The Circuit Court of Arlington County is hereby requested to order an election to be held on November 6, 2012, provided that such date is at least 81 days after the date on which the Court enters its order upon the question of contracting such debt and issuing bonds for such purposes. The question on the ballot shall be in substantially the form shown in Attachment B.

3. The Clerk of this Board is hereby authorized and directed to cause a certified copy of this resolution to be presented to the Circuit Court of Arlington County.

4. The County Board adopts this declaration of official intent under the Treasury Regulations Section 15.150-2. The County Board reasonably expects to reimburse advances made or to be made by the County to pay the costs of the Projects from the proceeds of its bonds.

This resolution shall take effect immediately.

ARLINGTON PUBLIC SCHOOLS PROJECTS

WHEREAS, the County Board of Arlington County, Virginia, has determined that it is advisable to undertake certain capital projects for Arlington Public Schools, as described below; and

WHEREAS, it appears that \$42,620,000 of such improvements cannot be financed from current revenues; and

WHEREAS, the Arlington County School Board has requested by resolution adopted June 19, 2012, that the County Board request the Circuit Court of Arlington County to order an election on the question of the proposed issuance of bonds to finance such projects;

BE IT RESOLVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA:

1. It is hereby determined that it is advisable for Arlington County to contract a debt and issue its general obligation bonds in the maximum principal amount of \$42,620,000 pursuant to the Public Finance Act of 1991, as amended, to finance, together with other available funds, the design and construction costs for new elementary schools, School facility additions and various capital projects for Arlington Public Schools (the "Projects").

2. The Circuit Court of Arlington County is hereby requested to order an election to be held on November 6, 2012, provided that such date is at least 81 days after the date on which the Court enters its order, upon the question of contracting such debt and issuing bonds for such purposes. The question on the ballot shall be in substantially the form shown in Attachment B.

3. The Clerk of this Board is hereby authorized and directed to cause a certified copy of this resolution to be presented to the Circuit Court of Arlington County.

4. The County Board adopts this declaration of official intent under the Treasury Regulations Section 15.150-2. The County Board reasonably expects to reimburse advances made or to be made by the County to pay the costs of the Projects from the proceeds of its bonds.

5 This resolution shall take effect immediately.

ATTACHMENT B

2012 Bond Referenda

1. Metro and Transportation

QUESTION: Shall Arlington County contract a debt and issue its general obligation bonds in the maximum principal amount of \$31,946,000 to finance, together with other available funds, the cost of various capital projects for the Washington Metropolitan Area Transit Authority and other transit, pedestrian, road or transportation projects?

EXPLANATION:

This proposal would fund a variety of transportation, road, pedestrian enhancement and transit projects across the County. The largest component of this proposal would fund Arlington County's share of WMATA/Metro's capital improvement program, including the Metro Capital Improvement Program to improve regional mobility, and accessibility and relieve traffic congestion. This proposal would also provide matching funds for certain transportation projects that receive state and federal funding. Proceeds of this proposal would also fund a portion of the costs for paving local streets and roadways, as well as the WALKArlington, BikeArlington, and Neighborhood Traffic Calming programs. The County Board may reallocate bond funds among the various projects to the extent necessary or desirable.

2012 Bond Referenda

2. Local Parks and Recreation

QUESTION: Shall Arlington County contract a debt and issue its general obligation bonds in the maximum principal amount of \$50,553,000 to finance, together with other available funds, the cost of various capital projects for local parks & recreation, and land acquisition for parks and open space?

EXPLANATION:

The proposed Local Parks & Recreation program would fund parks improvements and enhancements, and land acquisition for parks and open space. The largest component of this proposal would fund the design and construction of an aquatics, health and fitness center at Long Bridge Park and improvements to the surrounding park. ~~The~~ Approximately \$1.0 million for the Land Acquisition and Open Space programs is expected to fund strategic park acquisitions based on the Public Spaces Master Plan or other parks related needs. This proposal would also fund maintenance capital improvements such as playground, courts and other parks infrastructure improvements. The County Board may reallocate bond funds among the various projects to the extent necessary or desirable.

2012 Bond Referenda

3. Community Infrastructure

QUESTION: Shall Arlington County contract a debt and issue its general obligation bonds in the maximum principal amount of \$28,306,000 to finance, together with other available funds, the cost of various capital projects for County facilities, information technology, ~~land acquisition and infrastructure?~~

EXPLANATION:

This proposal will provide funding for Board-approved Neighborhood Conservation projects. The Neighborhood Conservation Program provides funding for a variety of neighborhood-identified capital improvement projects including street improvements (sidewalk, curb and gutter, drainage, paving), traffic management and pedestrian enhancements, park improvements, street lighting, recreational facilities, landscaping, and beautification.

This proposal will also provide funding for the County's information technology and public safety needs through installation of a public safety network, and facilities ~~needs including facilities infrastructure and maintenance~~ capital improvements, including design and construction of projects including but not limited to roofs, electrical and heating / cooling systems and other facilities infrastructure. The County Board may reallocate bond funds among the various projects to the extent necessary or desirable.

2012 Bond Referenda

4. Arlington Public Schools

QUESTION: Shall Arlington County contract a debt and issue its general obligation bonds in the maximum principal amount of \$42,620,000 to finance, together with other available funds, the costs of various capital projects for Arlington Public Schools?

EXPLANATION:

This proposal would make funds available for the Arlington Public Schools' ~~ongoing~~ capital improvement program. ~~This funding would be a primary part of the next major phase of the Schools' multi-year capital program initiatives.~~

~~The Schools' capital proposal was developed after a review of the physical conditions at school facilities, an analysis of existing and future facility needs and project affordability. The 2012 bond~~
The proposed bonds will fund the design and construction of various School facility projects including new elementary schools, building additions for additional classroom space and maintenance capital projects ~~as approved by the School Board~~. The School Board may reallocate bond funds among the various projects to the extent necessary or desirable.