



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of November 13, 2007**

**DATE:** November 20, 2007

**SUBJECT:** SP #386 SITE PLAN amendment approx. 120 dwelling units, ground floor retail, community black box theater, plaza, funeral home, with modification of use regulations for density and exclusion of community facility space and below grade storage; 3901 N. Fairfax Dr. (RPC #14-030-057,-058)

**Applicant:**

Renaissance Centro Arlington, LLC.

**By:**

Art Walsh  
Walsh, Colucci, Lubeley, Emrich & Walsh, P.C.  
2200 Clarendon Boulevard, Suite 1300  
Arlington, Virginia 22201

**C.M. RECOMMENDATION:**

Approve the site plan amendment request, with modification of use regulations for density and exclusion of community facility space and below grade storage, subject to the conditions in the staff report.

**ISSUES:** None.

**SUMMARY:** A new owner has proposed a major amendment to a site plan approved in 2004 on the Arlington Funeral Home site. The applicant has redesigned the site plan to replace the existing funeral home building, and to remove the existing crematorium, consistent with the *Virginia Square Sector Plan*. The applicant has proposed to maintain the previously approved black box theater and a public plaza of over 12,000 square feet, also per *Sector Plan* recommendations. Other improvements of this proposal over the currently approved site plan include better architecture, a larger black box theater, a better tapering of the building down to

County Manager: \_\_\_\_\_

County Attorney: \_\_\_\_\_

Staff: Colleen J. Connor, and Lisa Maher, Planning Division, DCPHD  
Adam Denton, Planning Division, DPW  
Betts Abel, Housing Division, DCPHD

PLA-4797

Central Library, a better pedestrian streetscape on North Pollard Street and rounding the corner onto Fairfax Drive, and a substantially improved LEED score. The applicant also agrees to market and build three (3) residential units as fully handicapped accessible.

The proposal includes a 12-story residential building with ground floor retail, a black box theater, and a public plaza, similar to the originally approved project. Consistent with the approved site plan, the applicant has requested additional density for provision of the theater. The site plan amendment proposes a building that would include 120 dwelling units, 2,705 square feet of ground floor retail, and 12,009 square feet for the Arlington Funeral Home, as well as the inclusion of a black box theater of 11,081 square feet that seats 75 people, and a public plaza of 12,082 square feet.

The applicant is requesting to reduce the previously approved bonus residential density and eliminate on-site affordable units from the approved site plan, as well as to redesign the mixed-use building. The request also includes 4,621 square feet of bonus density (.25 FAR on commercial and 1.96% on residential) for an affordable housing contribution above the standard contribution. This proposal replaces the affordable housing of the approved site plan, which included 15% (39,300 s.f.) of additional residential density consisting of seven (7) on-site affordable housing units and nine (9) market rate units. The proposal is consistent with the GLUP designation and zoning district for the subject site.

The proposed improvements and conditions ensure that the issues that have been raised and the impacts associated with the additional density from the site plan have been ameliorated and that the proposal meets the standards of Section 36.H.3 of the Zoning Ordinance. However, staff and the applicant continue to negotiate the condition related to the black box theatre.

Staff recommends that the County Board approve the proposed site plan amendment, with modification of use regulations for density and exclusion of community facility space and below grade storage, subject to the conditions in the staff report and conclusion of current negotiations.

**BACKGROUND:** The subject site is the block located on the north side of Fairfax Drive that is currently developed with a funeral home and surface parking. The site is bounded by 10<sup>th</sup> Street North, North Pollard Street, Fairfax Drive, and North Quincy Street.

On July 13, 2004, the County Board approved a rezoning from "C-2" Service Commercial – Community Business Districts to "C-O-2.5" Commercial Office Building, Hotel and Apartment Districts, and a site plan for 135 dwelling units, 2,648 square feet of ground floor retail, a community black box theater, a plaza, and retention of the existing funeral home, and a significant affordable housing package.

**The following provides additional information about the site and location:**

Site: The roughly rectangular subject site comprises 45,508 square feet (1.04 acres). Uses adjacent to the site include the following:

To the north: Arlington Central Library  
 To the east: An office building and surface parking  
 To the west: A high rise office building  
 To the south: A high rise residential building

Zoning: "C-O-2.5" Commercial Office Building, Hotel and Apartment Districts

Land Use: "Medium" Office-Apartment-Hotel

Neighborhood: Ballston-Virginia Square Civic Association, Ballston-Virginia Square Partnership

**Proposed Development:** The following table sets forth the 2004 statistical information on the approved site plan, the current statistical information for the proposed site plan amendment, and changes between the two.

|   | <b>2004 Approved</b>             | <b>2007 Proposed</b>             | <b>Change</b>      |
|---|----------------------------------|----------------------------------|--------------------|
| <b>Site Area</b>                                    | <b>45,508 s.f. (1.045 acres)</b> | <b>45,508 s.f. (1.045 acres)</b> |                    |
| <b>Allocated to Office</b>                          | 3,636.4 s.f.                     | 4,003 s.f.                       | +366.6 s.f.        |
| <b>Allocated to Retail</b>                          | 963.1 s.f.                       | 901.7 s.f.                       | -61.4 s.f.         |
| <b>Subtotal of site area to office and retail</b>   | 4,597.5 s.f.                     | 4,904.7 s.f.                     | +307.1 s.f.        |
| <b>Allocated to Residential</b>                     | 40,908.5 s.f. (0.939 acres)      | 40,603.3 s.f. (0.9321 acres)     | -305.2s.f.         |
| <b>Density<sup>1</sup></b>                          |                                  |                                  |                    |
| <b>Total GFA/Units</b>                              |                                  |                                  |                    |
| <b>Office (funeral home) GFA<sup>2</sup></b>        | <b>10,000 s.f.</b>               | <b>12,009 s.f.</b>               | <b>+2,009 s.f.</b> |
| (Max. permitted office GFA)                         | 9,091 s.f.                       | 10,007.5 s.f.                    | +916.5 s.f.        |
| <b>Retail GFA<sup>3</sup></b>                       | <b>2,648 s.f.</b>                | <b>2,705 s.f.</b>                | <b>+ 57 s.f.</b>   |
| (Max. permitted retail GFA)                         | 2,407.7 s.f.                     | 2,254.3 s.f.                     | -153.4 s.f.        |
| <b>Residential Units (includes allowable bonus)</b> | <b>135<sup>4</sup> units</b>     | <b>120<sup>5</sup> units</b>     | <b>-15 units</b>   |
| (Max. permitted residential units)                  | 108                              | 107.2                            | -.08 unit          |
| <b>Residential GFA</b>                              | <b>196,505 s.f.</b>              | <b>195,294 s.f.</b>              | <b>-1,211 s.f.</b> |
| <b>Bonus Density</b>                                |                                  |                                  |                    |
| <b>Black Box Theater</b>                            |                                  |                                  |                    |
| <b>Office</b>                                       | <b>909.1 s.f.</b>                | <b>1,000.8 s.f.</b>              | <b>+91.7 s.f.</b>  |
| <b>Retail</b>                                       | <b>240.8 s.f.</b>                | <b>225.4 s.f.</b>                | <b>-15.4 s.f.</b>  |
| <b>Residential</b>                                  | <b>11 units</b>                  | <b>10.7 units</b>                | <b>-0.3 units</b>  |
| <b>Affordable Housing</b>                           |                                  |                                  |                    |

<sup>1</sup> Residential unit figures may not add exactly due to rounding.

<sup>2</sup> An additional 1,002 s.f. of basement space in funeral home was excluded from density calculations in 2004 and is again excluded in this proposal. The 2004 figure includes 0.25 FAR bonus for provision of black box theater. The 2007 figure includes 0.25 FAR bonus for provision of black box theater and 0.25 FAR bonus for affordable housing.

<sup>3</sup> The 2004 figure includes 0.25 FAR bonus for provision of the black box theater. The 2007 figure includes 0.25 FAR bonus for provision of black box theater and 0.25 FAR bonus for affordable housing.

<sup>4</sup> Includes 10% bonus for black box theater and 15% for affordable housing.

<sup>5</sup> Includes 10% bonus for black box theater and 1.96% for affordable housing.

|   |                                     |                                      |                       |
|---|-------------------------------------|--------------------------------------|-----------------------|
| <b>Office</b>   | <b>0</b>                            | <b>1,000.8 s.f.</b>                  | <b>+1,000.8 s.f.</b>  |
| <b>Retail</b>   | <b>0</b>                            | <b>225.4 s.f.</b>                    | <b>+225.4 s.f.</b>    |
| <b>Residential</b>  | <b>16 units</b>                     | <b>2.1 units</b>                     | <b>-13.9 units</b>    |
| <b>FAR/Units per acre<sup>6</sup></b>                               |                                     |                                      |                       |
| <b>Office (funeral home)</b>  | <b>2.75 FAR</b>                     | <b>3.00 FAR</b>                      | <b>+.25 FAR</b>       |
| (Max. permitted office )  | 2.5 FAR                             | 2.5 FAR                              |                       |
| <b>Retail</b>   | <b>2.75 FAR</b>                     | <b>3.00 FAR</b>                      | <b>+.25 FAR</b>       |
| (Max. permitted retail)   | 2.5 FAR                             | 2.5 FAR                              |                       |
| <b>Residential</b>  | <b>143.75/acre<sup>7</sup></b>      | <b>128.75 units/acre<sup>8</sup></b> | <b>-15 units/acre</b> |
| (Max. permitted res. units/acre)                                    | 115 units/acre                      | 115 units/acre                       |                       |
| <b>Cultural Facility<sup>9</sup></b>                                |                                     |                                      |                       |
|   | <b>8,193 s.f.</b>                   | <b>11,081 s.f.</b>                   | <b>+2,888 s.f.</b>    |
| <b>Elevation</b>  |                                     |                                      |                       |
| <b>Average site elevation<sup>10</sup></b>                          | 262 feet ASL                        | 262.2 feet ASL                       |                       |
| <b>Main roof elevation</b>  | 387 feet ASL                        | 387.2 feet ASL                       |                       |
| <b>Height</b>   |                                     |                                      |                       |
| <b>Main roof</b>  | <b>125 feet</b>                     | <b>125 feet</b>                      |                       |
| <b>Penthouse height</b>   | <b>10 feet</b>                      | <b>16 feet</b>                       | <b>+6 feet</b>        |
| <b>Office height (funeral home)</b>                                 | <b>2 stories</b>                    | <b>2 stories within building</b>     |                       |
| (Maximum height permitted in "C-O-2.5")                             | 12 stories                          | 12 stories                           |                       |
| (Max. permitted per <i>Va. Square Sector Plan</i> )                 | 12 stories or 125 feet              | 12 stories or 125 feet               |                       |
| (Max. penthouse height per <i>Va. Sq. Sector Plan</i> )             | 16 feet                             | 16 feet                              |                       |
| <b>Parking</b>  |                                     |                                      |                       |
| <b>Total parking spaces (incl. tandem)</b>                          | <b>226</b>                          | <b>232</b>                           | <b>+6 spaces</b>      |
| <b>Total direct access spaces</b>                                   | <b>225</b>                          | <b>231</b>                           | <b>+6 spaces</b>      |
| <b>Total Residential direct access</b>                              | <b>152</b>                          | <b>158</b>                           | <b>+6 spaces</b>      |
| <b>Total Non-residential direct access (all on B1)<sup>11</sup></b> | <b>73</b>                           | <b>73</b>                            |                       |
| <b>Total Non-residential tandem (all on B1)</b>                     | <b>1</b>                            | <b>1</b>                             |                       |
| <b>Total Non-residential (incl. tandem) (all on B1)</b>             | <b>74</b>                           | <b>74</b>                            |                       |
| <b>Total Retail/Public (B1 level)</b>                               | <b>Provided within total for B1</b> | <b>Provided within total for B1</b>  |                       |
| <b>Total Cultural facility (B1 level)</b>                           | <b>Min. 25 on B1 level</b>          | <b>Min. 25 on B1 level</b>           |                       |
| (Min. by-right funeral home requirement) <sup>12</sup>              | 120                                 | 101                                  |                       |
| (Min. by-right retail requirement)                                  | 5                                   | 5                                    |                       |

<sup>6</sup> 2004 figures include commercial bonus density of 0.25 FAR and residential bonus density of 10% for the theater, plus 15% residential bonus density for affordable housing. The 2007 figures include commercial bonus density of 0.25 FAR and residential bonus density of 10% for the theater, plus commercial bonus density of 0.25 FAR and residential bonus density of 1.96% for affordable housing.

<sup>7</sup> Includes 10% bonus for theater and 15% for affordable housing.

<sup>8</sup> Includes 10% bonus for theater and 1.96% bonus for affordable housing.

<sup>9</sup> GFA excluded from density calculations.

<sup>10</sup> Difference in elevation based on two different surveys for site.

<sup>11</sup> Non-residential parking, on the B1 level, includes access to all spaces for the funeral home, shared with a minimum of 25 spaces for the theater, and a varying number for the retail space and the public, except for several hours approximately 35 times per year, during peak funeral home use.

<sup>12</sup> The funeral home is currently subject to use permit approval that includes a requirement for 17 parking spaces. Based on 6,000 s.f. of chapel/parlor space in 2004 and 5,022 s.f. of chapel/parlor space proposed in 2007.

|  |  |  |                          |
|--|--|--|--------------------------|
| (Min. by-right residential requirement)              | 152  | 135  | -17                      |
| (Min. by-right theater requirement)                  | 25   | 25   |                          |
|  |  |  |                          |
| <b>Parking Ratio (based on direct access spaces)</b> |  |  |                          |
| <b>Office (funeral home)</b>                         | <b>1 sp./50 s.f. chapel or parlor area</b> | <b>1 sp./50 s.f. chapel or parlor area</b> |                          |
| <b>Retail</b>  | <b>Shared with other uses</b>              | <b>Shared with other uses</b>              |                          |
| <b>Residential</b>                                   | <b>1.126 spaces/unit</b>                   | <b>1.3 spaces/unit</b>                     | <b>+0.19 spaces/unit</b> |
| <b>Cultural facility</b>                             | <b>25 sp./75 seats</b>                     | <b>25 sp./75 seats</b>                     |                          |
| (By-right funeral home parking ratio)                | 1 sp./50 s.f. chapel or parlor area        | 1 sp./50 s.f. chapel or parlor area        |                          |
| (Site plan retail parking ratio)                     | 1 sp./580 s.f.                             | 1 sp./580 s.f.                             |                          |
| (By-right residential parking ratio)                 | 1.125 spaces/unit                          | 1.125 spaces/unit                          |                          |
| (By-right theater parking ratio)                     | 1 sp./3 seats                              | 1 sp./3 seats                              |                          |
|  |  |  |                          |
| <b>Compact Ratio (based on direct access spaces)</b> | <b>8.7%</b>                                | <b>8.7 %</b>                               |                          |
| (Maximum compact ratio)                              | 15%  | 15%  |                          |
| <b>Coverage</b>                                      | <b>55%</b>                                 | <b>59%</b>                                 | <b>+4%</b>               |
|  |  |  |                          |
| <b>LEED Score</b>                                    | <b>21</b>                                  | <b>26</b>                                  | <b>+5</b>                |

**Density and Uses:** The applicant is requesting to reduce bonus residential density and eliminate on-site affordable units from the approved site plan. The applicant also proposes to include the existing funeral home use entirely within the new building, and to remove the existing crematorium. The project density would include 10% additional residential density and 0.25 FAR additional density on the commercial space (the funeral home and retail space) for the provision of the theater, as previously approved. The applicant’s request also includes 4,621 square feet of bonus density, consisting of 0.25 FAR (1,226 s.f.) of commercial space and 1.96% (3,395 s.f.) on the residential use.

**Site and Design:** The proposed 12 story (125 foot high) building would rise along Fairfax Drive, wrap around the corner of Fairfax Drive and North Quincy Street, and step down to a two-story section on the corner of North Pollard Street and 10<sup>th</sup> Street North. The two-story portion would contain a pool and a large amenity structure. This would leave approximately one-third of the site, oriented north-south along North Quincy Street as open space for a plaza of 12,082 square feet. The *Virginia Square Sector Plan* recommended a plaza of at least 12,000 square feet.

The project would have articulated facades and a roof line with special treatments at the theater and residential entrances at the corners of the building. The black box theater would be located in the central portion of the ground floor of the proposed building, with the theater lobby and box office along Fairfax Drive and North Quincy Street, respectively. The theater entrance would be at the southwest corner of the site on Fairfax Drive, as originally approved. Ground floor retail space would be located adjacent to the theater lobby along Fairfax Drive, and additional ground floor retail would be located west of the theater, opening onto the North Quincy Street plaza area. The main residential entrance would be located at the northwest corner of the building facing the plaza. The applicant also proposes to provide a new residential “flex space” on 10<sup>th</sup>

Street, for use as additional fitness space and hobby or craft room. Additionally, to activate the pedestrian level and provide visual interest, the applicant proposes to add glazed and glass mosaic tile work in multiple panels extending from the flex space to Pollard Street on the ground floor level of the 10<sup>th</sup> Street façade, which has a garage ramp immediately behind it.

The facades of the building would consist of two brick types, metal accents throughout, masonry at the base and top of the building, and painted aluminum and glass storefronts. The two top floors of the building would be treated with a different type of masonry to differentiate it from the lower floors. Architectural features would be located at roof level at the north and west corners of the building. The plaza has been redesigned, but includes the same amenities as previously approved.

The applicant has proposed a total of 232 below-ground parking spaces, including 231 direct access spaces and one tandem space. The overall parking would include nine (9) compact spaces, for a compact ratio of 8.7%, compared to 15% permitted. Of the total, there would be 158 parking spaces for residential use located in the lower two levels (B-2 and B-3) of the three level underground garage. The residential parking ratio has increased from the approved site plan to 1.3 spaces per dwelling unit; the number of spaces has increased from 152 to 158, while the residential unit count has decreased from 135 to 120. The developer proposes to construct a single garage access for all levels of parking along North Pollard Street, which replaces the two garage entrances on North Pollard Street of the approved site plan. The upper level of the garage, accessed from a separate driveway inside the garage, would accommodate 74 spaces, including 73 direct access spaces and one (1) tandem space, for the funeral home, the theater, the retail, and the public.

**Transportation:** The Master Transportation Plan classifies 10<sup>th</sup> Street North and North Pollard Street as neighborhood minor streets and North Quincy Street and Fairfax Drive as minor arterials. Adjacent to the site, Fairfax Drive provides two lanes in each direction, while North Quincy Street, 10<sup>th</sup> Street North, and North Pollard Street all provide one travel lane in each direction. On-street curb lane parking is currently allowed along both sides of 10<sup>th</sup> Street North and Fairfax Drive, and on the east side of North Pollard Street. Parking is currently prohibited along both sides of North Quincy Street adjacent to the site.

Trip Generation: A Traffic Impact Analysis (TIA) was prepared by a transportation consultant for the applicant to assess the impacts of the development on the adjacent street system. Future intersection Levels of Service (LOS) were evaluated for the weekday morning and evening peak hours for several intersections near the site. The subject residential building was estimated to generate approximately 44 AM and 56 PM peak hour vehicle trips, based on Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition). The TIA found that all intersections would continue to provide an acceptable level of service in the future with the exception of the intersection of Fairfax Drive and North Quincy Street, which is forecast to operate at LOS F. The intersection is currently operating at LOS F, and the impact of the proposed development is minimal.

Streets: Fairfax Drive is currently constructed to a width of approximately 82 feet, to provide a

four-lane street divided with a ten-foot wide median, with five-foot wide on-street bicycle lanes and on-street parking in both directions. No changes are proposed to the Fairfax Drive cross-section.

North Quincy Street is currently constructed to a width of approximately 51 feet between face of curbs, providing two southbound and one northbound travel lanes. On-street parking is currently prohibited along both sides of North Quincy Street adjacent to the site frontage. The northbound travel lane is approximately 19 feet wide and provides the transition from a two through lanes through the Fairfax Drive intersection to a single through lane approaching the 10<sup>th</sup> Street intersection. The southbound approach to Fairfax Drive similarly widens from a single southbound travel lane through the 10<sup>th</sup> Street intersection to provide two southbound approach lanes (left/through lane, through/right turn lane) and a curb no parking lane for loading, deliveries, etc. The curb to curb width of North Quincy Street would remain at 51 feet; however the travel ways would be narrowed to allow on-street parking along both sides of the street, with a northbound bike lane. The travel way would provide for a single northbound lane, and two southbound lanes providing for a separate left turn lane and a through/right turn lane. The proposed streetscape improvements also include the construction of curb extensions (nubs) on both sides of North Quincy Street at Fairfax Drive, as well as on the east side of North Quincy Street at 10<sup>th</sup> Street North.

The current width of 10<sup>th</sup> Street North is 36 feet, which provides one travel lane and on-street parking in each direction. The applicant has proposed to narrow 10<sup>th</sup> Street North by approximately eight (8) inches to provide a 34.5-foot-wide streetscape section along the site frontage, which would leave sufficient width for the current uses of the street.

The proposal for North Pollard Street is different from the approved site plan. North Pollard Street is currently 26.5 feet wide and provides one travel lane in each direction, with on-street parking on the east side of the street. The applicant has proposed to increase the street to 29.5 feet wide to accommodate two 10-foot wide travel lanes and adequate clear width required by the fire department. This change from the approved site plan because the existing funeral home building prevented the widening of the street.

Pedestrian Access: The plan would provide a 20-foot wide sidewalk on Fairfax Drive, a 16-foot wide sidewalk along North Quincy Street, a 14-foot wide sidewalk on 10<sup>th</sup> Street North, and a 14-foot wide sidewalk along North Pollard Street, in accordance with the *Virginia Square Sector Plan*. Streetscape improvements also include:

1. Crosswalk nubs along Fairfax Drive and North Quincy Street including the west side, and along 10<sup>th</sup> Street North;
2. Crosswalks and subsequent curb ramps for all corners of the site, with the exception of the crosswalks across Fairfax Drive, which have been installed by the Quincy Plaza site plan. The crosswalks across 10<sup>th</sup> Street North would be raised to the level of the adjacent sidewalks to slow traffic next to Quincy Park and Central Library, and to provide a connection between the subject site and the library/park, as in the approved site plan.

Public Transit: The site is located approximately 900 feet east of the Virginia Square Metrorail Station, part of the Metrorail Orange Line. Metrobus service is also available nearby. Route 38 provides service on Washington Boulevard between Ballston and Farragut Square in the District of Columbia. Route 24 provides service on Wilson Boulevard between the Pentagon and Seven Corners. ART Route 53 provides service on North Quincy Street between the East Falls Church and Ballston Metrorail Stations.

Bicycle Access: An existing on-street bicycle route is located on 10<sup>th</sup> Street North adjacent to the site. The trail connects to the Custis Memorial Parkway Trail (I-66) to the north and to Arlington Boulevard and other routes to the south. Existing on-street bicycle lanes are located on Fairfax Drive adjacent to the site.

Utilities: Adequate water and sanitary sewer system capacity are available to serve the proposed residential development. To ensure adequate water pressure for fire protection and domestic use, the water main should be extended off of the existing eight-inch water line in 10<sup>th</sup> Street North. For fire hydrant coverage, the existing fire hydrant located on the northwest corner of the intersection of Fairfax Drive and North Pollard Street needs to be connected to an eight-inch water line. The applicant should abandon the existing six-inch water line located in North Pollard Street, from Fairfax Drive to 10<sup>th</sup> Street North, and replace it with an eight-inch water line, along with all the subsequent appurtenances reconnected to the new line.

The applicant has agreed to remove or place underground all existing aerial utilities within and along the periphery of the site. The applicant also would make a contribution of \$52,236 (\$50,000 x 1.04472 acres) to the Underground Utility Fund, as described in Condition #5.

Transportation Demand Management (TDM) Program: Under this proposal, the applicant has agreed to meet the standards and implement the TDM strategies currently in place, as described in Condition #51.

The applicant proposes a single garage entrance and a loading dock entrance on North Pollard Street, consistent with the *Virginia Square Sector Plan*. The loading dock for the building is proposed to be 40' by 18' high, sloping to 17' at the entrance. In the approved site plan, the residential access, the loading dock, and the public parking access were all located on North Pollard Street. The applicant also proposes a total of 66 bicycle parking spaces, including five (5) on the parking level B-1 and 55 on the lower two levels (B-2 and B-3), and six (6) additional bicycle parking spaces within fifty (50) feet of the main entrances of the building.

The applicant also requests an encroachment of an electrical vault, which is discussed in a separate report before the County Board.

## **DISCUSSION:**

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

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

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

Overall site/uses:

- Commercial or cultural/educational/recreation, while not prohibiting residential use; and
- a redevelopment plan that addresses the entire site.

Massing/design/architecture:

- A build-to line; base, body, and top; maximum height of 12 stories or 125 feet;
- varied facades;
- special roofline/architectural embellishment;
- building transparency, particularly at the base of the building;
- multiple entrances;
- primary entrance on plaza/Fairfax Drive;
- retail on Fairfax Drive and corners;
- high quality materials and finishes;
- all visible elevations designed as fronts;
- prominent architecture; entrance into Virginia Square;
- a building height taper to 10<sup>th</sup> Street North; and
- improve the visibility of and pedestrian connections to Central Library and Quincy Park.

Open Spaces and Urban Plazas:

- a Fairfax Drive and North Quincy Street location that creates a connection and visibility from Fairfax Drive to Central Library/Quincy Park;
- good pedestrian circulation; and
- a flexible design.

Streetscape Elements/Streets:

- a continuous building edge apart from open space;
- openings or breaks in building edge for public uses;
- standard sidewalk widths;
- special streetscape elements; and
- integrate 10<sup>th</sup> Street North into the project design.

Parking/Loading:

- underground and street parking,
- minimizing entrances, which should be provided on North Pollard Street;
- adequate loading access that avoids major pedestrian routes; and
- opportunities for shared parking

Community Facility/Public Art:

- a cultural or performing arts facility on site; and
- public art in the gateway site.

The proposed site plan amendment is more consistent with the *Virginia Square Sector Plan* than the approved site plan. The proposed project replaces the existing funeral home building consistent with the *Virginia Square Sector Plan*. Minimizing the garage entrances on North Pollard Street from two (2) to one (1) entrances results in a better pedestrian streetscape on North Pollard Street, another recommendation of the *Sector Plan*. Another significant improvement concerning a recommendation in the *Sector Plan* is a better tapering of the building down to Central Library; a significant portion of the building height is limited to two (2) stories along 10<sup>th</sup> Street as a result of the re-design of the building.

Urban Design:

The applicant has worked to design a redevelopment plan that addresses the entire site. The proposal incorporates the existing funeral home use into the overall building. This enabled the applicant to remove the existing funeral home building and replace it with space that coordinates with the overall redevelopment. The *Sector Plan* envisioned that the funeral home use would be eliminated onsite with redevelopment of the site, which is not proposed as part of the site plan amendment. However, Condition #64 stipulates, and the applicant has agreed, that if the funeral home use decides to relocate, the space may only be occupied by retail uses.

The proposed black box theater would accommodate up to 75 seats and would be built out by the applicant. The applicant has met with staff to ensure that the theater design would be appropriate for the intended small theater groups. Staff has also discussed potential mechanisms for deciding which groups would be able to use the theater and how it would be operated without County funds. Design and operation of the theater is guided by site plan condition # 78, which continues to be discussed w. the applicant.

The applicant proposes to remove the two approved residential unit entrances and a residential lobby entrance on 10<sup>th</sup> Street North. The applicant proposes to add an entrance to a new area for “flex space”, for use as additional fitness space and hobby or craft room, and to add main residential lobby access at the corner of North Quincy and 10<sup>th</sup> Street North.

The *Sector Plan* recommends a taper down toward Central Library. The proposed building provides a significant taper toward Central Library, with a step-down to a two-story section on the corner of North Pollard Street and 10<sup>th</sup> Street North, thus creating a taper for a significant portion of 10<sup>th</sup> Street North. The applicant also has included a small taper, with a step back of 6’-2” at the 12<sup>th</sup> floor along 10<sup>th</sup> Street North. The approved site plan provided a small taper toward Central Library, stepping back the 10<sup>th</sup> Street North elevation by one to four feet at the second floor and an additional eight feet at the 12<sup>th</sup> floor.

The proposed building’s ground floor would have major entrances at two corners of the building, as in the approved site plan. As in the approved site plan, additional ground floor entrances would be provided on Fairfax Drive and North Quincy Street for retail space and a new entrance

on North Pollard Street for the funeral home.

Parking: The proposed parking access is consistent with the Sector Plan, which calls for all access off of North Pollard Street. The applicant proposes a parking access design different from the approved site plan, and which is consistent with the Sector Plan. The applicant proposes a parking access that combines the residential and retail/theater/funeral home parking access into one entrance off of North Pollard Street. Inside the garage, the ramp splits within the building to provide a private entrance for the residents and a separate entrance to the non-residential parking. This approach reduces the potential access conflicts on the sidewalk and street for pedestrians and vehicles. Existing and future vehicular and pedestrian traffic should remain relatively low on North Pollard Street. In the approved site plan, the applicant designed measures to minimize driveway widths and provide pedestrian refuges between the residential and public parking driveways. In the proposed amendment, these driveway widths have been further reduced.

The variable parking demand for the funeral home has enabled the applicant to make use of shared parking, with the theater, retail space, and the public sharing the first parking level with the funeral home. While the funeral home's needs may conflict with these other uses on occasion, shared parking is an efficient use of parking space that would meet nearly all the non-residential needs of the project, as well as provide significant public parking. A minimum of 25 spaces would be allocated to theater use during times of theater performances. The applicant estimates that the funeral home would need to use the entire top level of the garage approximately 35 times per year, precluding its availability for other uses. During these times signs would be provided to inform other potential users and to direct patrons to nearby parking facilities, as in the approved site plan. The applicant proposes to maintain the approved parking counts and ratios for the shared B1 parking level.

LEED Scorecard: The applicant commits to achieving 26 LEED points in the proposed project, as described in Condition #70, which is an increase over the 21 points of the approved site plan. The applicant has achieved this score largely through improved water and energy efficiency and additional attention to indoor environmental quality. Most notably, the applicant has indicated 2 LEED Energy Optimization credits, which are now required by LEED and will have long-term environmental and cost savings benefits for the project. The project is not going to seek official LEED certification, but will comply with Arlington County's documentation requirements.

Affordable Housing: In the approved site plan, negotiated under two sets of affordable housing guidelines that preceded the Affordable Housing Ordinance, the applicant included nine (9) market-rate units and seven (7) affordable units to justify a request for 15% bonus density (for a 1:1 ratio of affordable housing to bonus market rate residential density on a gross square foot basis). The approved site plan also included a contribution of \$400,000 in addition to the on-site units.

The current proposal is subject to the affordable housing ordinance, adopted after the original site plan was approved. Under the ordinance, the developer is required to provide one of the following four options: 1) 5% of the GFA above 1.0 FAR on-site (4-5 units); 2) 7.5% of the

GFA above 1.0 FAR within one-half mile of a metro station (6-7 units); 3) 10% of the GFA above 1.0 FAR elsewhere (8-9 units); 4) a monetary contribution of \$833,854.

The proposed project includes a request for 4,621 s.f. of bonus density, consisting of 0.25 FAR (1,226 s.f.) over the commercial base density and 1.96% (3,395 s.f. equivalent to 2.1 residential units) over the residential base density. These bonuses equate to 2.84 residential units at the project average GFA of 1,627 square feet per unit. At a 1:1 ratio, there would be 1.42 affordable units and 1.42 market-rate units. The proposed contribution is calculated by adding the estimated cost to construct the affordable units and fifty (50) % of the profit to be earned on the market-rate units, resulting in a total of \$826,160 on the bonus density.

An affordable 2-bedroom condominium on site would sell for approximately \$136,000 for a household at 60% Area Median Income (AMI). With a market sale price approaching \$800,000, the value of the subsidy for an affordable unit would be approximately \$600,000. The condo fees for such a large average unit size would also be prohibitive for a household at up to 60% of AMI. Additionally, it may be difficult for a household to qualify for a mortgage since lenders factor condo fees into their mortgage underwriting. Under the affordable housing ordinance, the applicant's method of complying with the ordinance is determined after site plan approval, and, thus, is not a matter for the County Board to determine at the time of site plan consideration. However, the cash contribution could be helpful to more households in locating affordable housing in or near the Metro corridor than an on-site option.

**Modification of Use Regulations:** The applicant has requested modifications of use regulations for; 1) additional density for the black box theater; 2) exclusion of the black box theater gross floor area (GFA) from density calculations; and 3) exclusion of basement storage in the funeral home from density calculations; and 4) additional density in the funeral home for affordable housing.

- 1) Additional Density for Black Box Theater: As in the approved site plan, the applicant has requested .25 FAR of additional density on the funeral home and retail space and 10% additional residential density for provision of the black box theater as a community facility. Section 36.H.5.d of the Zoning Ordinance provides additional density “not to exceed .25 floor area ratio (F.A.R.) in an office structure, or ten [10] percent in a motel or apartment structure, providing the county board judges that a contribution to required community facilities has been provided.”

As with the original approved site plan, the applicant has proposed to provide to the County, as a community facility, a fully fit-out black box theater to justify a request for additional density of 10% on the residential development and 0.25 FAR on the commercial development. This space would be a condominium unit, sold to the County for the nominal price of one dollar, for the life of the project. This theater, designed in conjunction with County Cultural Affairs staff, would accommodate small theater groups that need performance space, and would permit up to 75 seats. The Virginia Square Sector Plan has, as a goal, the continued development of the Virginia Square Metro Station Area as a cultural and educational center and has identified the subject site as one of two sites on which a cultural facility is recommended. The applicant has worked to

provide this amenity for the community, and has located its entrance and lobby at the prominent southwest corner of the site, adjacent to the plaza and to Fairfax Drive to provide maximum visibility and access. Staff calculated the value of the requested bonus density at \$1,300,000, which is less than the minimum cost of the theater (calculated by staff to be a minimum of \$1,600,000 and included in Condition #78) that the applicant has committed to spending. Staff has concluded that the theater portion of the proposal meets the Sector Plan's major goal for this site and supports the theater proposal and the applicant's request for additional density.

- 2) Exclusion of black box theater GFA from density calculations: As in the approved site plan, this space would be provided to meet the Sector Plan recommendation for a cultural facility at this location. This space is proposed for community use and not as an amenity for the project itself. Therefore, staff would support exclusion of the black box theater from density calculations. The theater in the approved site plan was 8,193 square feet; in the proposed design, the theater has increased to 11,081 square feet.
- 3) Exclusion of approximately 1,002 square feet of below ground storage in the funeral home from density calculations: Below ground storage does not generally contribute to the intensity of use of a site, and its exclusion from density is consistent with the original approval of this site plan. Consistent with this practice, staff would support this requested exclusion, as was included in the original approval of this site plan.
- 4) The request for bonus density for affordable housing is discussed in the Affordable Housing section above.

**Conditions:** The recommended site plan conditions have changed since the 2004 approved site plan for this site. The current "standard" set of site plan conditions have also changed since the 2004 approved site plan for this site. A number of the specific conditions have been revised, and a few new ones added. Therefore, changes to Condition #1 through Condition # 63 include changes from the 2004 approved site plan and from the then standard set of conditions. For Condition #64 through Condition #80, changes from the 2004 site plan have also been underlined. The major changes to the site specific conditions include:

1. Condition #34 to reduce the visual impact of the mechanical penthouse through design, a decorative treatment for the walls adjacent to the garage and loading, and a redesign of the garage exhaust vent and fans so that no portion is located on a wall below eight (8) feet above grade and so that no exhaust fan be angled to exhaust below eight (8) feet above grade;
2. Condition #52 to make provisions in the residential parking levels for the handicap parking spaces to be perpetually accessible to residents who need them;
3. Condition # 64 to address potential changes in the use of the funeral home space;
4. Condition #67 to reflect the current affordable housing proposal;
5. Condition #79, to add a provision in which the developer agrees to market and build three (3) residential units as fully handicapped accessible; and
6. Condition #80 to contribute \$75,000 to the traffic signal light improvements at the intersection of Fairfax Drive and North Quincy Street.

**Community Process:** The Site Plan Review Committee reviewed the project twice, on May 21, 2007 and June 7, 2007. The major concerns expressed by committee members and the public included the architectural design, the garage access on 10<sup>th</sup> Street North and its impact on the pedestrian-level activity (depicted in earlier versions of the plan), the roof top design, and affordable housing. These items have all been addressed in subsequent plan revisions, although the Planning Commission still has a concern about the affordable housing proposal and how it compares to the package in the approved site plan.

Two letters from the public were submitted and distributed at the June 7, 2007 SPRC meeting, including one from the Alliance for Housing Solutions and the other from members of the Ballston-Virginia Square Civic Association (see Attachments). Many of the site and development issues had been reviewed and discussed previously, during review of the existing approved site plan. The Ballston-Virginia Square Civic Association has not conveyed a formal position to staff. The Ballston-Virginia Square Partnership also has not voted on the proposed project.

The Planning Commission heard this item at its October 29<sup>th</sup> meeting. The Commission voted 7-3 to defer consideration of the site plan amendment to the December 3, 2007 Planning Commission meeting and the December 15, 2007 County Board meeting, in order to have the Housing Commission's recommendation and further detail on the density issues, which focused on valuation of the bonus density for the theater and use of commercial bonus density for affordable housing. Staff's analysis on the valuation of the bonus density in the Affordable Housing section of the Discussion above.

The Housing Commission heard this item at its November 1<sup>st</sup> meeting and voted 6-1-1 on the following motion: "The County Board should not accept any package that provides a smaller benefit than the original project approved in 2004. The current staff recommendation, which provides a \$1.6 million contribution, does not meet this standard. As a result, the applicant does not meet the standard required to receive the 0.25 FAR commercial density bonus." Staff's analysis of the proposed affordable housing package and request for bonus density is contained in the Affordable Housing section above.

The Transportation Commission heard this item at its November 1<sup>st</sup> meeting. The Commission voted 8 to 1 to recommended approval, with an additional recommendation to add the following language to Condition #6: The developer agrees to maintain a safe and accessible pedestrian access along the Fairfax and Quincy frontages of the building during construction.

**FISCAL IMPACT:** It is the County's intent to have the black box theater operated by one or more theater groups. The County will issue an RFP to select theater groups who are best able to pay the costs for operating the space. As part of this arrangement, the groups would be responsible for paying the staffing, operating, maintenance and furnishing costs. Based on staff assessment of the current theater environment, there are existing theater groups who have the financial ability to be resident companies. Annual operating costs (utilities, maintenance, insurance and custodial services) and the additional cost of the condominium fee that would be

apportioned as part of the agreement, are projected to be approximately \$150,000. In addition, there will be the need for approximately \$95,000 of one time money to outfit the theater with furnishings, signage and equipment above the allowances included in the developer's build out of the space. If it turns out that the occupying theater groups cannot fully pay the costs, the decision regarding County funding to subsidize the operation and/or outfitting of the space will be considered as part of a future year's budget process.

**CONCLUSION:** The applicant has worked to replace the existing funeral home building consistent with the *Virginia Square Sector Plan* and to include community facilities on the site. The applicant has redesigned the site plan to integrate the funeral home use within the overall project. The applicant has proposed to maintain the previously approved black box theater and a public plaza of over 12,000 square feet, per the *Sector Plan* recommendation. The application includes additional improvements over the approved project, including better architecture, a better tapering of the building down to Central Library, a better pedestrian streetscape on North Pollard Street and rounding the corner onto Fairfax Drive, and a substantially improved LEED score. The proposed improvements and conditions ensure that the issues that have been raised and the impacts associated with the additional density from the site plan have been ameliorated and that the proposal meets the standards of Section 36.H.3 of the Zoning Ordinance. However, staff and the applicant continue to negotiate the condition related to the black box theatre. Therefore, staff recommends the County Board approve the proposed site plan amendment, subject to the conditions in the staff report and conclusion of current negotiations.

## CONDITIONS

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

### 1. **Site Plan Term**

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

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

### 2. **Pre-Construction Meeting**

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

### 3. **Tree Protection and Replacement**

- a. The developer agrees to complete a tree survey, which shows existing conditions of the site and locates and identifies all trees which are four (4) inches in diameter

or greater. The survey shall include any tree on adjacent sites whose dripline extends onto the subject site.

- b. The developer agrees to file and implement a tree protection plan which will designate any trees proposed to be saved by the developer. Trees designated to be saved on the tree protection plan, or those specified to be saved by the approved site plan and shown on any filing in connection with this case, will be protected. This plan shall include any tree on adjacent sites whose dripline extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites and shall be submitted and approved, and found by the County Manager to meet the requirements of this site plan, before the issuance of the Clearing, Grading, and Demolition Permit.
- c. Upon approval of the tree protection plan the developer agrees to submit to the Department of Parks, Recreation, and Cultural Resources (DPRCR) a performance bond estimate for the trees to be saved. Upon approval of the performance bond estimate by the DPRCR, the developer agrees to submit to the DPRCR a performance bond, in the approved amount of the estimate, and the approved tree protection plan, which bond shall be executed by the developer in favor of the County before the issuance of the Final Building Permit. Prior to the release of the public improvement bond, the developer agrees to submit to the DPRCR as-built drawings showing the location of all saved trees.
- d. The Developer agrees that any tree proposed to be saved on the tree protection plan or other filing shall be saved. At a minimum, this plan shall include:
  - (1) A site grading plan at two (2) foot intervals, including the location of all proposed improvements and utilities.
  - (2) Detailed specifications for any tree walls or wells proposed.
  - (3) A description of how and where building materials and equipment will be stored during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.
  - (4) Identification of tree protection measures and delineation of placement of tree protection.
  - (5) Any tree required to be saved pursuant to this condition, which dies (any tree which is 30% or more dead as determined by the County's Urban Forester shall be considered to have died) prior to, or within ten (10) years of, the issuance of the Master Certificate of Occupancy shall be removed and replaced by the developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement

Guidelines and which meet the minimum size and other requirements of Condition #21 below, provided, however, that replacement as specified in this subparagraph (3.b.5) does not relieve the developer of any violation resulting from the failure to save identified trees.

- e. In addition to saving identified trees, the developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction in accordance with the Arlington County Tree Replacement Guidelines. The developer agrees to submit tree replacement calculations and a tree replacement plan in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in assessing the condition of trees. Any replacement trees shall conform to the standards and specifications set forth in Condition #21a below and shall be installed on the project site or on County-owned land, determined by the County Manager. The developer agrees to submit and obtain approval of this plan by the County Manager as part of the final site development and landscape plan.

4. **Photographic Record of Development**

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

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

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

- a. Before Clearing, Grading and Demolition of the site (shall be submitted before issuance of the Clearing, Grading and Demolition Permit)–Views of north, south, east and west facades, as location permits, of buildings to be demolished, as well as at least one photo of the site before any clearing or grading including the existing physical relationship with adjacent buildings and streets. The photographic record shall also include all historic aspects of the facades of the building to be demolished, consistent with the requirements described in Condition #54 below.

- b. Site Clearance (shall be submitted before issuance of the Footing to Grade Permit)–Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.
- c. Construction Phase (shall be submitted before issuance of the Shell and Core Certificate of Occupancy Permit)–At a minimum, views of the site: during excavation, upon completion of the first floor above grade, at topping out, and during the exterior cladding phase.
- d. Site Completion (shall be submitted before issuance of the Master Certificate of Occupancy)–North, south, east and west facades of completed building or buildings, as well as at least one view of completed project in context of adjacent buildings and streets.

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

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

**Utility Fund Contribution**

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

**Plan for Temporary Circulation During Construction**

- 6. The developer agrees to develop and implement (after approval) a plan for temporary pedestrian and vehicular circulation during construction. This plan shall identify

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

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

Where county street lighting has been removed or disconnected due to construction and not yet replaced or reconnected, the developer agrees to maintain lighting around the perimeter of the site between the start of construction and completion of the project. The lighting shall be designed to illuminate the temporary pedestrian walkways and roads around the perimeter of the site. The developer may do this by means of overhead lights (e.g. “cobra head” lights) that meet the lighting standards for Arlington County streets, or by stringing lamps of the kind used in “used car” lots or similar along sidewalks and streets along the perimeter of the site. If lighting is accomplished by the latter, such lighting shall be with 75 watt bulbs (or approximate equivalent) placed no more than 25 feet apart and 6 to 10 feet high. Lighting shall be turned on between dusk and dawn 7 days a week. Any high-intensity overhead lighting, such as lighting placed on construction cranes, shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. For purposes of this condition, “completion of the project” shall mean the time when the County standard lighting fixtures are in place and operational around the perimeter of the site.

The developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during construction. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction,

including utility work, the developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The developer agrees to insure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the developer, the developer's contractors, or private utility companies. The developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. However, if the road surface is disturbed during the winter months, the developer may temporarily restore the road surface using cold patching and then hot patch the disturbed surface at the earliest opportunity when weather conditions permit. If cold patching is used, it shall be properly maintained and resurfaced as necessary to maintain a clean, smooth road condition. The term "significant portion of a road" is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet in any dimension. This condition is in addition to any other conditions in this site plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction.

Intentionally omitted.

**Residential Relocation**

7. ~~The developer agrees to coordinate with the Arlington County Relocation Program Coordinator in order to provide each rental household living in either an apartment unit or a single-family dwelling which is displaced by the construction of this site plan, except those who sign initial leases for a unit in the project after the date of this site plan approval, with at least the following:~~
- a. ~~— A minimum of 120 days written notice to vacate.~~
  - b. ~~— Relocation payments, in accordance with the *Arlington County Tenant Relocation Guidelines* adopted by the County Board and in effect on the County Board date identified in Condition #1,.~~
  - c. ~~— Relocation services in accordance with the *Arlington County Tenant Relocation Guidelines* adopted by the County Board and in effect on the County Board date identified in Condition #1,~~

~~If the developer decides to limit relocation benefits to persons who executed initial leases before adoption of the site plan, the developer agrees to notify, in writing, any tenant moving in after the date that the site plan is approved of his/her ineligibility for relocation payments and services. Any tenant who has not signed a waiver of rights to relocation assistance must receive the assistance. In cases where State law requires 120-day notice to vacate (displacement from multi-family buildings containing four or more units), notice cannot be waived, but the lead time for such notice may be reduced by mutual agreement in writing. Evidence of compliance with this condition shall be provided to the Zoning Administrator before the issuance of the Clearing, Grading and Demolition Permit.~~

Intentionally omitted.

**Retail Relocation**

8. ~~The developer agrees to coordinate with the Department of Economic Development in order to provide the following relocation assistance to all retail tenants under lease as of the date of the approval of the proposed site plan:~~
  - a. ~~The developer agrees to keep all retail tenants informed of the redevelopment schedule by providing periodic updates with regard to material changes in the development program for the site, including the phasing of the project, anticipated schedules for eviction, construction and occupancy, and any anticipated material impacts on the tenants while they remain on the site, such as test borings, construction signs and fencing, asbestos removal, disruptions to customer parking and pedestrian paths, and the like.~~
  - b. ~~The developer will assist the County to make available to all retail tenants, either directly or through the developer, information on available commercial space in the County, business counseling services and appropriate business courses.~~
  - c. ~~The developer agrees to cooperate with the retail tenants by referring tenants who so request to private sources of professional assistance in regard to lease negotiation (i.e., understanding lease terms, trends and negotiation strategy), space planning and other related sources of help.~~
  - d. ~~Except for provisions in any lease to the contrary, the developer agrees to maintain the site, structures and systems in good repair and in a businesslike appearance until the last retail tenant vacates or until the notice to vacate expires, whichever comes first.~~
  - e. ~~The developer agrees to show compliance with the terms of this condition to the Zoning Administrator before the issuance of the Clearing, Grading and Demolition Permit.~~

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

9. The developer agrees to comply with all federal, state and local laws and regulations not modified by the County Board's action on this plan and to obtain all necessary permits. In addition, the developer agrees to comply with all of the agreed-upon conditions approved by the County Board as a part of this site plan approval. The developer specifically agrees that the County has the authority to take such actions as may be necessary, to include the issuance of a stop work order for the entire project, when the developer is not in compliance with the agreed-upon conditions.

**Post-County Board 4.1 Filing**

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

with the final approval of the County Board and with Administrative Regulation 4.1, with the Zoning Administrator within 90 days of the County Board approval and before the issuance of the Clearing, Grading and Demolition Permit.

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

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

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

### **Community Liaison and Activities During Construction**

11. The developer agrees to comply with the following before issuance of the Clearing, Grading and Demolition Permit and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.
  - a. The developer agrees to identify a person who will serve as liaison to the community throughout the duration of construction. This individual or his designee shall be on the construction site throughout the hours of construction, including weekends. The name and telephone number of this individual and any designee shall be provided in writing to residents, property managers and business owners whose property abuts the site, and to the Zoning Administrator, and shall be posted at the entrance of the project.
  - b. Before commencing any clearing or grading of the site, the developer shall hold a community meeting ~~with~~ inviting those whose property abuts the project to review the construction hauling route, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative must be notified once the community meeting dates/times are established. The developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting before a Clearing, Grading and Demolition Permit is issued. The developer agrees to submit to the Zoning Administrator two (2) sets of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation (one set of which will be forwarded to the Police). Copies of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation shall be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project. The location of all construction trailers shall be approved either by Administrative Change approval

or to be shown on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers shall require approval by DES staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.

- c. Throughout construction of the project, the developer agrees to advise abutting property owners in writing of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.
- d. At the end of each work day during construction of the project, the developer agrees to ensure that any streets used for hauling construction materials and entrance to the construction site are free of mud, dirt, trash, allaying dust, and debris and that all streets and sidewalks adjacent to the construction site are free of trash and debris.
- e. The developer agrees that construction activity, except for construction worker arrival to the construction site and indoor construction activity, will commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays and will commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays. "Holidays" are defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, and Christmas. Indoor construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day, and any such activity that occurs after 6:30 p.m. shall not annoy or disturb reasonable persons of normal sensitivities. The developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours.
- f. Storage of construction materials, equipment and vehicles shall occur on the site or an approved off-site location, or as approved by the County Manager.

### **C & D Waste**

- 12. The developer agrees to provide a plan for diverting from landfill disposal the demolition, construction, and land clearing debris generated by the project. The plan should outline recycling and/or reuse of waste generated during demolition and/or construction. The plan should outline specific waste streams and identify the means by which waste will be managed (reused, reprocessed on site, removed by licensed haulers for reuse/recycling, etc.). The plan must include letters from contracted haulers, reprocessors, and recyclers indicating that they are able to manage waste from the project. The developer agrees to obtain the County Manager's approval of this plan prior to the issuance of the Clearing, Grading, and Demolition permit, and to implement the

plan throughout demolition and construction of the project. Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management.)

**Green Building Fund Contribution**

13. The developer agrees to make a contribution to the County's Green Building Fund of \$6,306.99 ( $\$0.03 \times 210,233$  square feet). The payment shall be made to the Department of Environmental Services prior to the issuance of the Clearing, Grading, and Demolition Permit, and compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment. If the project achieves formal certification as a LEED Green Building from the U.S. Green Building Council within one year of issuance of the Master Certificate of Occupancy, the Green Building fund contribution shall be refunded upon receipt of written request, and documentation of LEED certification, by the applicant.
  
14. **Vacations and Encroachments**  
The developer agrees submit Vacation and Encroachment application(s) or waiver form(s) prior to the issuance of any permits for the site plan. Vacations and encroachments shall be recorded before the Final Building Permit is issued.
  - **The following Conditions of site plan approval (#15 through #35) are valid for the life of the site plan and must be met by the developer before issuance of the Excavation/Sheeting and Shoring Permit.**
  
15. **Coordination of these plans: final site development, landscape and site engineering**  
The developer agrees to attach the County Board meeting minutes outlining the approved conditions and the conditions themselves to each set of Building Permit drawings that they submit to the County. The developer agrees to submit to the Zoning Administrator and obtain approval from the County Manager a detailed final landscape plan prior to issuance of the Excavation/Sheeting and Shoring Permit. The final landscape plan shall be submitted at a scale of 1 inch = 25 feet, in conjunction with the final civil engineering plan as required in Condition #21 below, as well as a vicinity map with major streets labeled. The final landscape plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia. The developer further agrees that the final landscape plan and the final civil engineering plan shall verify, by means of survey, that there are no conflicts between the street trees and utilities. The developer shall obtain approval by the County Manager for both plans as meeting all requirements of the County Board's site plan approval and all applicable county laws and plans before the issuance of the Excavation/Sheeting and Shoring Permit. The plan shall be consistent with the conceptual landscape plan approved as a part of the site plan, and, at a minimum, shall conform to: the landscaping requirements in Condition #21 below; the *Arlington County Streetscape Standards*; the Virginia Square Sector Plan; the County's landscaping, planting, and sidewalk and driveway construction specifications; and/or other applicable urban design standards approved by the County Board. In order to facilitate comparison with the final civil engineering plan,

the landscape plan shall be at a scale of 1 inch = 25 feet; the County may require more detailed plans appropriate to landscape installation at a larger scale to also be submitted. The County may permit minor changes in building, street and driveway locations and other details of design as necessitated by more detailed planning and engineering studies if such changes are consistent with the provisions of the Zoning Ordinance governing administrative approval and with the intent of the site plan approval. The landscape plan shall include a Street Tree Plan which shall be reviewed by DPRCR and DCPHD, and shall be accompanied by the civil engineering plan. The installation of all plant materials shown on the final landscape plan shall take place before the issuance of the first Certificate of Occupancy for the respective phase of construction. The final landscape plan shall include the following details:

- a. The location and dimensions of traffic signal poles and control cabinets, utility meters, utility vaults and boxes, transformers, mechanical equipment, fire hydrants, standpipes, storm water detention facilities, bus stops, the location of all existing and proposed utility lines and of all easements. The location of traffic control cabinets shall be shown on the final civil engineering plan and placed so they do not obstruct pedestrian travel or be visually obtrusive. Traffic control cabinets (existing or proposed) shall not be located in the pedestrian clear zone of the public sidewalk, including but not limited to access areas to ADA ramps, crosswalks, building entrances, and interior walkways. Transformers shall not be placed above grade in the setback area between the building and the street.
- b. Intake and exhaust garage ventilation grates may not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The developer agrees to provide drawings showing how the garage will be ventilated as part of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Except as shown on the plans dated October 24, 2007 Ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. The developer shall obtain approval from the County Manager of the location and screening of all ventilation grates as part of the review of the final civil engineering plan and the final landscape plan before issuance of the Footing to Grade Permit.
- c. The location, dimensions, materials, and pavement pattern, where applicable, for driveways and access drives, automobile drop-off areas, ADA ramps, driveway aprons, service drives, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet. All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager according to adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the final landscape plan.

- d. The location and types of light fixtures for streets, parking, walkway and plaza areas, and associated utilities, as contained in the lighting plan required in Condition #53 below.
- e. Topography at two (2) foot intervals, ~~and~~ the finished first floor elevation of all structures, and top-of-slab elevation for any proposed underground structures.
- f. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including but not limited to dimensions, size, style(s), materials(s), finish(s) and manufacturer(s) of seating, bollards, trash receptacles, bike racks, arbors, trellises, and water features, and other landscape elements or structures. Include public art information, if known.
- g. The location and planting details for street trees in accordance with Department of Environmental Services Standards and Specifications for planting in public rights-of-way and as shown on the final civil engineering plan.
- h. The limits of demolition and construction.

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

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

## **Landscape Standards**

16. The developer agrees that all landscaping shall conform to Division of Transportation Standards and Specifications and to at least the following requirements:
  - a. Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:
    - (1) Major deciduous trees (shade or canopy trees such as Oaks, Maples, London Plane Trees, Japanese Zelkovas, etc.) other than street trees—a minimum caliper of 4 to 4 1/2 inches, except as indicated in Condition #21 below.
    - (2) Evergreen trees (such as Scotch Pines, White Pines, Hemlocks, etc.)—a minimum height of 7 to 8 feet.
    - (3) Ornamental deciduous trees (such as Cherries, Dogwoods, Serviceberries, Hornbeams, etc.)—a minimum caliper of 3 to 3 1/2 inches. Multi-stem trees shall not be less than 10 feet in height.
    - (4) Shrubs—a minimum spread of 18 to 24 inches.
    - (5) Groundcover—in 2 inch pots.
  - b. The developer agrees to coordinate with the DPRCR urban Forester to determine an appropriate and acceptable season in which to conduct planting. Planting is to occur during a season so as to best ensure the viability of the plantings. In addition, the developer agrees to plant trees prior to issuance of the first Certificate of Occupancy Permit.
  - c. All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.
  - d. Exposed earth not to be sodded or seeded shall be well-mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.
  - e. Soil depth shall be a minimum of four (4) feet plus 12 inches minimum of drainage material for trees and tall shrubs and three (3) feet for other shrubs. This requirement shall also apply to those trees and tall shrubs in raised planters. Soil depth for raised planters shall be measured from the bottom of the planter to the top of the planter wall. The walls of raised planters shall be no higher than seat-wall height (2 1/2 feet, maximum) above the adjacent finished grade.
  - f. Finished grades shall not exceed a slope of three to one or the grade that existed before the site work began.

- g. The developer agrees to maintain the site in a clean and well-maintained condition before the issuance of the Clearing, Grading and Demolition Permit and agrees to secure and maintain the site throughout the construction and phasing process. Further, the developer agrees to submit a maintenance agreement which shall ensure that all plaza areas and other landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the site plan and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 32A of the Zoning Ordinance.
- h. The developer agrees to notify the DPRCR Urban Forester at least 72 hours in advance of the scheduled planting of any street trees in the public right-of-way and to be available at the time of planting to meet with staff of DPRCR to inspect the plant material, the tree pit and the technique of planting. Soil used in the tree pit must meet the specifications for street tree planting available from the DPRCR Urban Forester.

**Utility Company Contacts**

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

**Final site engineering plan approval by DOT**

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

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

The developer agrees to show on the final engineering plans pavement, curb and gutter along all frontages of this site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and

according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first Certificate of Occupancy for occupancy of the applicable phase of the project.

- a. The developer agrees to construct new curb and gutter along N. Pollard Street approximately 29.5-feet west of the existing east curb, as shown on the final engineering plan approved by the County Manager or his designee.
- b. The developer agrees to construct new curb and gutter along N. Fairfax Dr. and N Quincy St., in approximately their existing location, as shown on the final engineering plan approved by the County Manager or his designee.
- c. The developer agrees to construct new curb and gutter along 10th Street N. approximately 34.5-feet south of the existing north curb, as shown on the final engineering plan approved by the County Manager or his designee.
- d. The developer agrees to construct crosswalks of materials as approved by the County, built per Arlington County Standards, as shown on the final engineering plan approved by the County Manager, along with all adjacent curb ramps at the following locations:
  - (1) Across North Quincy Street at Fairfax Drive and 10<sup>th</sup> Street North,
  - (2) Across North Pollard Street at 10<sup>th</sup> Street North and Fairfax Drive;
- e. The developer agrees to construct raised crosswalks at the elevation of the sidewalks at either end, constructed of materials as approved by the County, built per Arlington County Standards, as shown on the final engineering plan approved by the County Manager, at the following locations:
  - (1) Across 10<sup>th</sup> Street North at North Quincy Street and North Pollard Street;
- f. The developer agrees to construct intersection nubs at the following locations adjacent to the site as shown on the final engineering plan approved by the County Manager:
  - (1) East and west sides of North Quincy Street at Fairfax Drive,
  - (2) East side of North Quincy Street at 10<sup>th</sup> Street North,
  - (3) South side of 10<sup>th</sup> Street North at North Quincy Street and North Pollard Street,
  - (4) North side of Fairfax Drive at North Quincy Street and North Pollard Street;
- g. The developer agrees to construct all curb ramps perpendicular to the face-of-curb.

All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations. The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval.

20. **Survey Monuments**

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

21. **Sidewalk Design and Improvements**

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

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

- a. Continue across all driveway aprons for loading and garage entrances along all frontages of the site plan, and there shall be no barriers to impede the flow of pedestrian traffic.
- b. Not be less than six feet wide at any point
- c. Allow encroachments by sidewalk cafes only in accordance with Condition # 66 and under the provisions of the Arlington County Streetscape Standards

- d. Allow pinch-points only under the provisions of the Arlington County Streetscape Standards
- e. Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval and under the provisions of the Arlington County Streetscape Standards.
- f. Not contain joints or use patters that create gaps of ¼-in depth or greater at spacings of less than 30”

The developer further agrees to construct the sidewalk improvements detailed below prior to the issuance of the first Certificate of Occupancy for occupancy of the applicable phase of the project.

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

**Fairfax Drive** – A minimum 20-foot wide sidewalk measured from the back of curb, maintaining a 10-foot wide clear sidewalk, including 5 feet by 12 feet tree pits, planted with 4 to 4 ½ inch caliper Red Maple street trees and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb.

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

**10<sup>th</sup> Street North** – A minimum 14-foot wide sidewalk measured from the back of curb, maintaining a 8-foot wide clear sidewalk, including 5 feet by 12 feet tree pits, planted with 4 to 4 ½ inch caliper Red Maple street trees and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb.

**North Pollard Street** – A minimum 14-foot wide sidewalk measured from the back of

curb, maintaining a 8-foot wide clear sidewalk, including 5 feet by 12 feet tree pits, planted with 4 to 4 ½ inch caliper Red Maple street trees and such ground cover as liriopemuscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches back from the back of curb. Sidewalk pedestrian refuges with a minimum width of three feet shall be located between the loading access driveway and the garage access driveway.

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

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

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

### **Water Service Requirements**

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

### **Sanitary Sewer and Water Main Requirements**

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

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

**Existing Water Main or Fire Hydrant Service**

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

**Water Main Improvements**

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

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

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

**Sanitary Sewer Main Improvements**

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

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

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

**Horizontal Standpipe or Fire Hydrant Requirements**

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

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

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

29. The developer agrees to remove and replace, according to the Arlington County Department of Environmental Services Construction Standards and Specifications Manual, any existing curb, gutter and sidewalk along the street frontages of this site which is in poor condition or damaged by the developer, prior to the issuance of the first Certificate of Occupancy.

**30. Street Lighting Requirements**

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

The developer agrees to purchase and install Virginia Power "Carlyle" standard streetlights along all frontages of the site in accordance with adopted County Street Lighting Policy. The height of the streetlights shall be

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

The developer agrees to purchase and install Virginia Power "Carlyle" standard streetlights per the Virginia Square Sector Plan. The height of the streetlights shall be 16 feet on all frontages. The developer agrees to pay the cost of installing additional standard thoroughfare lights should the County decide that they are necessary to provide adequate lighting for street safety purposes.

### **Underground Existing Aerial Utilities**

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

### **Off-street Parking for Construction Workers**

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

### **Address Indicator Signs**

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

### **Façade Treatment of Buildings**

34. The developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be as specified and shown on the submitted drawings identified in Condition #1 and as presented to the County Board and made a part of the public record on the County Board date identified in Condition #1, including all renderings, drawings, and presentation boards presented during public hearings. The developer agrees to submit colored drawings and renderings which label the materials and colors for each elevation of the building, including interior elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), and material samples, for

review by the County Manager for consistency with this site plan approval prior to the issuance of the Footing to Grade Permit. The developer further agrees to obtain the approval of the County Manager of the façade treatment as being consistent with the County Board approval before the issuance of the Final Building Permit.

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

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

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

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

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

### **Recordation of Public Easements and Dedications**

35. All required public deeds of easement and deeds of dedication shall be submitted to the Division of Transportation prior to the issuance of the Excavation/Sheeting and Shoring Permit, and be approved and recorded among the land records of the Clerk of the Circuit Court of Arlington County, by the developer before the issuance of the Final Building Permit. The developer agrees that there shall be no building construction within the easement area without approval by the County Manager or the County Board. Dedications granted by the developer for street and public right of way purposes and improvements shall be dedicated in fee simple to the County. Dedications granted by the developer for improvements, including, but not limited to, sidewalks, street trees, other streetscape plantings, and water, storm sewer, sanitary sewer, and other utilities, may be dedicated by easement to the County.

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

- **The following conditions of site plan approval (#36 through #44) are valid for the life of the site plan and must be met by the developer before issuance of the Footing to Grade Structure Permit.**

### **Plat of Excavated Area**

36. The developer agrees to submit one (1) plat, drawn at the scale of 1 inch = 25 feet and 24 inches x 36 inches in size, of the excavated area showing spot elevations which confirm that the construction drawings are consistent with the average site elevation, and with the building's ground floor elevation(s) at the building's lowest level(s), as approved by the County Board and as indicated in the plans referenced in Conditions #1 and #10 above.

### **Public Improvements Bond**

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

Prior to the release of the public improvement bond, the developer agrees to submit as-built drawings showing the location and facilities for all underground utilities (water,

sanitary sewer, and storm sewer) that will be maintained by Arlington County.

#### **Underground Electrical Transformers**

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

#### **Interior Trash Collection and Recycling Areas**

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

#### **Interior Loading Spaces**

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

#### **Parking Garage Van Access**

41. The developer agrees that new parking garages shall be designed to allow access and use by vans. At least 1% of the total new parking supply shall be accessible to vans, shall be conveniently located on the level of the garage closest to street level, and shall have a minimum clearance of 98 inches. All other areas of the garage shall have a minimum clearance of 84 inches. Compliance with this condition shall be determined by review of

the building plans by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit, which review shall not relieve the developer from constructing in accordance with this condition.

**Parking Space Compliance with Zoning Ordinance**

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

**Bicycle Storage Facilities**

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

**Office and Residential Bicycle Storage Facilities:**

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

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

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

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

~~The lockers shall be installed adjacent to the showers in a safe and secured area and both showers and lockers shall be accessible to all tenants of the building. The location, layout and security of the showers and lockers shall be reviewed by the Arlington County Police Department before issuance of the Footing to Grade Structure Permit. The developer agrees that an exercise/health facility containing a maximum of 1,000 square feet shall not count as density (FAR) but shall count as GFA if this facility meets all of the following criteria: 1). The facility shall be located in the interior of the building and shall not add to the bulk or height of the project; 2). Showers and clothes lockers shall be provided as required above; 3). The lockers shall be installed adjacent to the showers in a safe and secured area within the exercise facility and both showers and lockers shall be accessible to all tenants of the project; 4). The exercise facility shall be open only to tenants of the project and shall not accept or solicit memberships from outside of the project. The exercise facility, including the showers and lockers, shall be open during normal working hours.~~

**Retail Bicycle Storage Facilities:**

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

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

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

44. The developer agrees to construct all plaza areas used for vehicular access and all surface parking areas to support the live load of any fire apparatus. Architecturally designed bollards or curbs shall be used on pedestrian plazas to separate the areas intended for emergency vehicle use from areas intended for pedestrian use. No above-grade structure shall be allowed to obstruct fire lanes. The requirements of this condition shall be incorporated in the drawings submitted for the Footing to Grade Structure Permit.
- **The following conditions of site plan approval (#45 through #49) are valid for the life of the site plan and must be met by the developer before the issuance of the Final Building Permit. If the developer uses the "Fast Track" Permit Process, then the following conditions of site plan approval (#45 through #49) are valid for the life of the site plan and must be met by the developer before the issuance of the Structure Permit.**

**Wall Check Survey**

- 45. The developer agrees to submit one (1) original and three (3) copies of a wall check survey to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #1 and #10 above.

**Screening of Mechanical Equipment**

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

**Use of Penthouse**

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

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

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

**FAA Documentation**

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

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

**Comprehensive Sign Plan**

- 50. The developer agrees to develop and submit and obtain the Zoning Administrator's approval (as meeting the standards of the guidelines and the ordinance, except as specifically provided below) of a comprehensive sign plan before issuance of the first Certificate of Occupancy. The developer further agrees that all exterior signs (including identification and directional signage) shall be consistent with the guidelines contained in "Sign Guidelines for Site Plan Buildings" and with Section 34 of the Zoning Ordinance. No sign permits will be issued until a comprehensive sign plan is approved. In addition to one construction sign as permitted in the Zoning Ordinance, a second sign including construction, marketing, and/or leasing information may be erected subject to approval by the County Manager consistent with all restrictions within the Zoning Ordinance and

provided the total area of the two signs does not exceed 100 square feet. All proposed rooftop signs, defined as all signs that are 35 feet or more above the ground, shall require a site plan approval or amendment.

### **Transportation Management Plan**

51. The developer agrees to develop and implement a ~~transportation management plan as outlined in the attached letter from \_\_\_\_\_ (applicant) dated \_\_\_\_\_ to \_\_\_\_\_ (staff), and the attachment thereto prior to the issuance of the first Certificate of Occupancy. Such plan shall include a schedule for and details of implementation and continued operation of the elements listed in the letter. Transportation Management Plan (TMP) in order to achieve the desired results of the Arlington County Transportation Demand Management (TDM) program. The developer agrees to obtain the approval of the County Manager or his designee for such plan, as outlined below, before the issuance of the first Certificate of Occupancy for each respective building.~~

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

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

#### Participation and Funding

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

### Facilities and Improvements

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

### Parking Management Plan

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

- (c) Registered vanpools equal to the full single-occupant vehicle monthly parking rate.
- c. No on-street loading will be permitted between the hours of 7 and 9 AM and 4 to 6 PM.
- d. Provide effective directional signage subject to approval of a Comprehensive Sign Plan to direct residents and visitors to appropriate locations on the property, such plan to include provision for the items specified in the Parking Management Plan.

Promotions, Services, Policies

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

transit, and traffic mitigation promotions by posting notice of such promotions in locations within the building(s).

#### Performance and Monitoring

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

#### **Residential Parking and Parking Management Plan**

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

Further, for condominium units, the developer agrees to notify the Zoning Administrator at the time of the settlement of the last dwelling unit. If excess parking spaces are available at the time of settlement of the last dwelling unit, the number of excess parking spaces equaling the number of dwelling units which were sold without a parking space, shall first be offered exclusively for a period of twelve (12) months to the owners of those dwelling units which were sold without a parking space. Any other remaining spaces shall be offered to all dwelling unit owners or transferred to the condominium, cooperative or homeowners association. By the end of ~~twenty-four (24)~~ thirty-six (36) months following the settlement of the last dwelling unit, the developer agrees to relinquish in writing to the condominium, cooperative or homeowners association any and all remaining interest in the parking spaces or garage and a copy shall be filed with the Zoning Administrator. The future purchase of any parking spaces shall be limited to the dwelling unit owners or condominium, cooperative or homeowners association of the

building.

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

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

The developer agrees to submit to the Zoning Administrator a parking management plan which outlines how guest and visitor parking for the residential building, and parking for retail tenants' employees and customers ~~for retail located in the residential buildings~~, will be provided, where the parking will be located and how the above users of the parking spaces ~~guests and visitors, and retail employees and customers~~, will be directed to the parking spaces. The developer further agrees to make the B1 level available for funeral home, theater, retail, and public parking per the provisions of Condition #65 and additionally to provide a minimum of four residential visitor parking spaces on the B1 level ~~minimum of \_\_\_ residential visitor parking spaces, and \_\_\_ retail tenant parking spaces, available within the residential garage.~~ The developer agrees that a maximum of six parking spaces on the B1 level may be reserved exclusively for funeral home employees and hearse parking until such time as the funeral home use ceases or relocates. The parking management plan shall be submitted to the Zoning Administrator, and reviewed and approved by the County Manager, prior to the issuance of the first Certificate of Occupancy for the first residential building.

**Lighting Plan for Public Areas**

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

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

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

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

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

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

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

purchasers with the condominium's, cooperative's, or homeowners' association's bylaws or agreements prior to the issuance of the first Certificate of Occupancy following the conversion.

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

#### **Building Height Certification**

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

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

#### **Obtain Master Certificate of Occupancy**

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

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

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

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

#### **Structural Additions**

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

**Snow Removal**

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

**Maintenance of Residential Common Areas**

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

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

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

**Retention of Approved Density over Subdivided Site**

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

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

64. **Retail Elements**

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

1. The developer is encouraged to lease space designated for “personal or business services” in the Retail Action Plan to “Entertainment and Main Street Retail” businesses.
2. The retail space shall be designed and used in a manner consistent with the *Virginia Square Sector Plan*, adopted in 2002.
3. Each separate retail space shall have direct access to the building’s service corridor.

4. The developer shall build out the retail space to include the rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions.

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

~~The developer agrees that at such time as the funeral home use ends, the funeral home building shall be put to no further use, and the funeral home building shall be demolished within two years of being vacated. The developer may construct, in place of the funeral home building, a new building as shown on the plans dated June 30, 2004, with a maximum GFA of 10,000 square feet and a height of 40 feet to the main roof. This new building, that space may only be occupied by retail uses. The developer agrees to submit to the Zoning Administrator, and obtain approval by the County Manager or his designee of, plans and documentation for such new building that is consistent with the June 30, 2004 plans and meet the Administrative Regulations 4.1 requirements then in effect, prior to issuance of any permits for the site other than for demolition and clearing of the existing funeral home building. Any other use or any exterior structural change inconsistent with the approved building to replace the funeral home building, shown on the plans dated October 24, 2007 ~~June 24, 2004~~, shall require a site plan amendment. The developer further agrees to submit to the Zoning Administrator, and obtain approval by the County Manager or his designee of, a landscape plan for the land currently occupied by the funeral home building and the adjacent streetscape, consistent with Condition #18, prior to issuance of the demolition permit for the funeral home building. The developer agrees to implement the landscape plan within 30 days of demolition of the funeral home, except that if a building permit application has been filed for a new building on the site of the funeral home building, the developer shall clear, level, and seed the funeral home building site within 30 days of demolition, and the streetscape shall be completed before issuance of the first Certificate of Occupancy for the building that replaces the funeral home~~

### **Shared Parking**

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

The 25 parking spaces allocated specifically to theater use shall all be made available in a contiguous grouping and shall be appropriately signed for exclusive use by theater patrons (subject to the above-mentioned first right for funeral home use) from a minimum of one hour prior to each performance until 30 minutes after the end of each performance. A minimum of 30 contiguous spaces, distinct from the theater spaces, shall be signed for short term, high turnover (maximum time limit of two hours) retail patron and public parking use prior to 6:00 p.m. on weekdays), and shall be appropriately so signed and/or metered. At such time as the funeral home ceases operation, the first right of the funeral home to use the parking will end. The public parking on the ~~GB~~B1 level may be used to satisfy the parking requirement for any use that replaces the funeral home. Signage indicating the various uses for the parking spaces and directing vehicles to the appropriate areas of the garage shall be posted in locations easily visible to the intended users. Temporary signage indicating exclusive funeral home use of the first level of the garage and directing vehicles to alternative parking locations shall be posted the earlier of a minimum of two hours prior to such use or prior to a scheduled theater performance. The parking management plan required in Condition #~~4852~~ shall be consistent with the provisions of this condition.

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

#### **Outdoor Cafes**

66. Outdoor cafes shall be permitted in the public right-of-way or within public easements including the public access easement described in Condition #~~701~~, along Fairfax Drive and North Quincy Street in accordance with the applicable provisions of the Zoning Ordinance, with a maximum seating area and all other applicable requirements as set forth in the Zoning Ordinance and as determined by the Zoning Administrator. A minimum of 10 feet of clear sidewalk width must be maintained along Fairfax Drive. Plans for all outdoor cafes shall be subject to prior administrative approval by the Zoning Administrator for consistency with County ordinances, regulations and policies. Any outdoor café shall be administratively reviewed one year following its approval to evaluate it after a season of operation. At that time, the Zoning Administrator may review the approval, impose conditions on the operation of the outdoor café, or revoke the prior approval.

#### **67. Affordable Housing Contribution**

The developer agrees to ~~provide 7 committed affordable units (CAFs) for sale to households with incomes up to 60% of Median Family Income (MFI) and make a total contribution of \$400,000 to the County's Housing Reserve Fund (HRF). The payment shall be delivered to the Department of Community Planning, Housing and Development, and compliance with this condition shall be provided to the Zoning Administrator. The developer agrees that one-half of the total contribution (\$200,000) will be paid prior to~~

~~the issuance of the final building permit and the balance (\$200,000) will be paid before the issuance of the first Certificate of Occupancy for the residential building. comply with Subsection 36.H.6. of the Zoning Ordinance, "Affordable Dwelling Units for Increased Density Within General Land Use Plan." The affordable housing plan shall be as set forth and generally defined in a letter from the applicant to Hank Leavitt dated November 15, 2007. Prior to the issuance of the first Certificate of Occupancy for the project, the developer shall have submitted to and obtained from the County Manager confirmation or approval of the developer's finalized plan for meeting the requirements of the affordable housing ordinance, and shall have executed all necessary documents to implement the approved or confirmed plan.~~

~~Prior to the issuance of any building permit for any activity on the site, the developer agrees to execute documents requested by the County to evidence agreement to an approved final Affordable Housing Plan as set forth in an attached letter dated June 24, 2004 from Kathy Puskar, Attorney to Betts Abel, including, but not necessarily limited to, the following conditions:~~

- ~~a. — **County/Developer Agreement/Affirmative Marketing Plan:** The developer agrees to execute an agreement with the County wherein it agrees to all of the terms and conditions outlined in its Affordable Housing Plan, together with the following conditions "b" through "e" outlined below. This agreement shall include an Affirmative Marketing Plan in substantially that form as required by the U.S. Department of Housing and Urban Development and including, at a minimum, the elements specified in the Developer's final Affordable Housing Plan and Affirmative Marketing Plan and shall be in a form and substance acceptable to the County Manager, with the concurrence of the County Attorney.~~
- ~~b. — **Affordable Rents/Marketing Period:** The developer agrees that the affordable rents shall be defined as rents which require a qualified household (with annual income no higher than the affordability levels in whatever affordable plan Option offered by the developer is ultimately approved by the County Board) to pay no more than 30% of income for rents plus utilities. The developer shall market the affordable units to qualified households for a minimum period of 30 days. After this initial period, if the unit is not leased to an income-qualified household, the developer may, during a second 30-day marketing period, lease the affordable units to households with higher incomes based on the low-income housing tax credit program rules, subject to a waiver being approved in writing by the County Manager.~~
- ~~c. — **Rent Increases:** The developer agrees that rent increases shall be based on area median income increases as published by HUD, subject to a maximum cap of 5% per year. Also, after the initial 5-year period, annual rent adjustments shall not exceed the established affordability level for the rents minus a utility allowance as per the Utility Allowance Schedule annually approved by HUD for the Arlington County, VA Section 8 Housing Certificate/Voucher Program.~~

- d. ~~**Compliance Period:** The developer agrees that the affordable housing plan shall require units to remain affordable for a term of 40 years from the date that each affordable unit is initially occupied. In addition, the developer agrees to pay relocation assistance to any remaining tenants, at the determination date, equal to two month's rent to all tenants forced to relocate due to economic displacement if rents increase by more than that allowed under the plan, or the amount under the prevailing payment standard required under the County relocation guidelines at that time, whichever is higher.~~
- e. ~~**Cost Certification:** The developer agrees to provide a cost certification of the completed cost of the affordable housing units that demonstrates that the cost is at least what was indicated to the County in its initial budget submissions within 90 days of the issuance of the final certificate of occupancy. In the event that the cost is less than the amount shown on initial budget submittals, the developer will agree to pay the differential between the initial estimates as one-time cash payment to the county. Such cash payment shall be paid to the County prior to issuance of final certificates of occupancy for the final phase of the development.~~

~~The developer agrees, at all times, to fully comply with the requirements of such documents and the plan.~~

## **68. Building Security Requirements**

- a. The developer agrees to coordinate with County staff on the design of exterior building security measures in order to limit or mitigate any adverse impacts that these measures may have on the project's urban design (including street and retail base) and streetscape. All exterior building security measures shall be shown on, and approved as part of, the final site development and landscape plan and the approved façade treatment plan. The base of the buildings, as shown in the drawings dated October 24, 2007, and consistent with Condition #64 above, have been designed to accommodate retail uses and provide interest and activate the streetscape. Any change in the use and design of the base resulting from any proposal for exterior building measures shall require a site plan amendment.
- b. The developer agrees that it is the policy of the County to maintain the maximum number of on-street parking spaces around the perimeter of a site, and that it will not remove or reduce the number of on-street parking spaces around the perimeter of a site whether at the request of the developer or a tenant or otherwise. Accordingly, the developer agrees that it shall notify tenants of the aforesaid policy prior to execution of any lease with a tenant.

## **69. Enclosure of Balconies**

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

**LEED Credits and Sustainable Design Elements**

70. The developer agrees to hire a LEED certified consultant as a member of the design and construction team. The consultant shall work with the team to incorporate sustainable design elements and innovative technologies into the project so that numerous building components may earn the developer points under the U.S. Green Building Council’s system for LEED certification. Specifically, the developer agrees to include sustainable elements in design and construction that are sufficient to meet the requirements for seven (7) LEED Prerequisites and include at least “26” LEED points, including at least two (2) points, from LEED Section EA. 1, “Optimize Energy Performance.” The developer agrees to use commercially reasonable efforts to achieve additional LEED credits which would qualify the building for certified levels.

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

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

- Demolition Permit
- Excavation, Sheeting and Shoring Permit
- Footing to Grade Permit
- First Above Grade Building Permit
- Final Building Permit

- Shell and Core Certificate of Occupancy
- Certificate of Occupancy for occupancy of the last floor of space
- Master Certificate of Occupancy

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

**Public Use and Access Easements**

71. The developer agrees to grant permanent public use and access easements, in a form acceptable to the County Attorney and County Manager, to the County Board of Arlington County providing for public use and access to the plaza area, entitled "Public Access Easement Exhibit." The final location of the easements may change with the preparation of the final building plans. The developer agrees to construct and landscape these areas, as shown on plans dated October 24, 2007 and made a part of the public record on November 13. Final landscape design and installation shall be approved by the County Manager as part of the final site development and landscape plan. Construction and landscaping of these areas shall be completed prior to the granting of the easements. Granting of the public use and access easements shall be completed prior to the issuance of the first certificate of occupancy for the building. The easements shall be granted by deed, in form and substance acceptable to the County Manager, and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. The developer shall be responsible for maintaining these areas.

**Refuse Delivery to County Disposal Facility**

72. The developer agrees to deliver all refuse, as defined by the Arlington County Code, to an operating refuse disposal facility designated by the County Manager. The developer further agrees to stipulate in any future lease or property sale agreements and deeds that all tenants or property owners shall also comply with this requirement for the life of the site plan.

**Towing of Impermissibly Parked Vehicles**

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

- b. Disclosure by the developer and its towing contractor(s), at the developer's parking lot(s), of all fees and charges for towing; and
- c. Evidence that the developer has a contract with the towing contractor that requires the towing contractor to clearly display all fees and charges for towing.

**Speed Bumps at Garage Exit Ramps**

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

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

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

**Public Safety Radio Communications**

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

**77. Loading Management Plan**

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

**Black Box Theater**

- 78. The developer agrees to sell for one dollar (\$1.00), to the County a condominium unit (the "Black Box Unit") consisting of approximately 11,081 gross square feet of space on the first floor and mezzanine levels of the condominium building in the location generally shown as the "Black Box Theater" on the Administrative Regulation 4.1 plans dated October 24, 2007. Such sale shall include those terms contained in paragraphs 3f (Representations and Warranties), 5 (Title), and 6 (Charges) of the 2003 standard form County Agreement of Sale and shall include the following:

- a. The Black Box Theater shall be established as a separate condominium unit (the "Black Box Unit") in the condominium development;
- b. Upon completion of the Black Box Unit fee simple title to the Black Box Unit shall be conveyed to the County by General Warranty Deed for \$1.00, free of

liens and encumbrances (except for the lien of real estate taxes not yet due and payable and the provisions contained in the Condominium Instruments).

- c. The Condominium Instruments establishing the Black Box Unit as a separate condominium unit shall be subject to the reasonable review and approval by the County Manager, or his designee, and shall inter alia provide:
- (1) that the Black Box Unit shall be used only for the purposes of theatrical productions (e.g. theater, music, dance, and similar performances/uses), other cultural presentations (e.g. film activities, demonstrations, performance and multi-media) and miscellaneous activities (meetings, classes, rehearsals, workshops, and similar activities);
  - (2) that utilities to the Black Box Unit shall be separately metered, shall be readily accessible to the Black Box Unit, and shall be the obligation of the owner of the Black Box Unit;
  - (3) that the owner of the Black Box Unit shall be obligated for all items of interior maintenance and for repair solely for the Black Box Unit, maintenance or replacement of any mechanical systems which solely serve the Black Box Unit and for any windows, glass, or doors serving only the Black Box Unit;
  - (4) that the residential units in the condominium building shall be solely responsible for repair or replacement of all those components which solely serve the residential units (e.g. residential lobby, hallways, the residential plaza and landscaping, elevators solely serving residential units, recreational amenities, doors, windows and mechanical systems or equipment which serve solely the residential units); and
  - (5) that the expenses attributable to components which serve the Black Box Unit and any or all residential or other units (i.e. insurance, management fees, administration costs, maintenance, repair or replacement of the exterior building structure, or the roof, but excluding any parking structure utilized by the Black Box Unit) shall be allocated pro-rata on the basis of square footage among all units served (i.e. the Black Box Unit, ~~any other non-residential~~ and any or all residential or other units) by such components.
- d. The developer shall construct and fit out the Black Box Unit as shown on the approved plans and as detailed in the "Black Box Theater Scope of Work" dated July 1, 2004 which are attached to the County Manager's July 2, 2004 report and with materials, finishes, and fixtures of at least the quality of those used in the renovations to 2100 Clarendon Boulevard undertaken in the years 2003 through

2007.

- e. The developer agrees to take necessary measures in the design and construction of the Black Box Unit to ensure effective sound attenuation between the Black Box Unit and surrounding spaces and the building's HVAC system(s). The developer agrees to work with County staff on the design and construction of the Black Box Unit within the building, and the exterior signage and canopy, and will provide design documents for County staff review and approval at the following phases:
- (1) schematic (0 - 10%);
  - (2) preliminary design (11- 35%);
  - (3) design development (36 - 65%);
  - (4) construction documents (66 - 100%).

The developer agrees to submit a full set of drawings and specifications at the end of each of the above design phases. The County shall review each submittal within approximately ten working days or as otherwise agreed to by the County and the developer and may submit comments to the developer for incorporation into the next phase. The County and the developer shall agree to a submission and review schedule using standard practices for document review so as not to result in construction delays or increased costs for the developer. If the County determines that a submittal does not meet the requirements of paragraph d above and is unacceptable to the County, then the developer agrees to revise the drawings and specifications for that phase and to resubmit them to the County. The developer shall not proceed to the next phase until the developer receives a "notice to proceed" letter from the County. The developer agrees to secure and pay for all necessary approvals and permits. The County has the right to make changes prior to related work being accomplished, provided such changes do not either increase the cost of the work or cause a delay in the completion of the work, unless the County pays for such increased cost. The developer further agrees to allow County staff access to the site to review and photograph the progress of the work. Within five working days of each visit, the County may issue comments to the developer. The Cultural Affairs Division is authorized on behalf of the County to approve all finishes, appliances and equipment installed in the Premises consistent with the "Black Box Theater Scope of Work."

- f. The Black Box Unit shall be conveyed to the County by the developer within ten (10) working days following substantial completion of the Black Box Unit, including the substantial completion of the Black Box Theater Scope of Work or as soon thereafter as any title or conveyancing issues have been satisfactorily resolved. The developer agrees that no Certificate of Occupancy for any space above the fifth floor of the residential building shall be issued unless and until the Black Box Unit has been conveyed to the County, the Black Box Theater has been finally completed in accordance with the Scope of Work, and a Certificate of Occupancy has been issued for the Black Box Unit (by the County acting in its governmental capacity).

- g. At the time of conveyance of the Black Box Unit to the County the developer shall contribute to the County a one time contribution in the amount of twelve (12) months of condominium fees attributable to the Black Box Unit to defray future operating costs.
- h. The total actual cost to the developer (i.e. hard costs [actual construction costs] and soft costs) of constructing the Black Box Unit shall be no less than \$1,600,000. In no event shall the hard costs (actual construction costs to construct the Black Box Unit) be less than 80% of the total cost. The developer agrees that a Certificate of Occupancy for the top floor of the residential building shall not be issued until the developer provides to the County a certification of such actual costs to the developer.

### **Type A Units**

- 79. The developer agrees to design three (3) units as Type A (accessible as per the ANSI code). The locations and sizes of these units shall be generally representative of all the units in the building in terms of size and location, and shall be shown on the drawings to be provided pursuant to Condition #10. The developer will offer, in writing, to the initial purchaser of these units, to construct any or all of these three units to the Type A design and, if the owner requests, to so construct the units. The developer agrees to market these units to purchasers who require Type A accommodations and further agrees not to accept any reservations or contracts for these units by purchasers who do not require Type A accommodations before demonstrating to the Zoning Administrator that reservations or contracts for all other units in the building are accepted. In the event that the initial purchasers do not request the Type A design, the developer shall construct the units to the Fair Housing Act standard (Type B) required of all of the other units in the building. The developer agrees to work with to develop, and obtain the approval of, the Disability Advisory Commission, the Housing Commission, and the County Manager, a marketing strategy and materials to attract purchasers for these units who require Type A accommodations, prior to the acceptance of any reservations or contracts to sell any units in the building. The developer shall include the information contained in this condition in its marketing materials as part of the sales process of the condominium project.

### **Traffic Signal Light Improvements**

- 80. The developer agrees to contribute \$75,000 for traffic signal light improvements at the intersection of Fairfax Drive and North Quincy Street.

PREVIOUS COUNTY BOARD ACTIONS:

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

September 8, 2007

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

October 13, 2007

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