

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 December 5, 2007, and reviewed and approved by the County Board and made a part of the public record on December 15, 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.

The developer agrees that 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.

The developer agrees that approval of this site plan (SP #18) shall be subject to the developer obtaining enactment by the County Board of all ordinance(s) of vacation and/or encroachment required to construct: a) the project as depicted on the plan referenced in Condition #1 of this site plan; or b) the project as depicted in any amendments to such site plan as approved by the County Board (ordinance(s) of vacation and/or encroachment referred to in subsections a) and b), collectively “Ordinance(s)”. Enactment of all such Ordinance(s) shall be obtained by the developer prior to the earlier of: a) December 15, 2010; b) the issuance of any Excavation, Sheeting or Shoring Permits; or c) the issuance of permits to work in the County right-of-way for the project. The developer further agrees to comply with all terms and conditions of such Ordinance(s) as provided therein. The developer agrees that if all terms and conditions of such Ordinances(s) are not met by the date specified in such Ordinances, then this site plan shall be null and void and of no further force and effect.

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 development. The meeting participants shall include the developer and its construction team, and relevant County and WMATA 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 an adjacent site 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 an adjacent site 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. The developer agrees to submit to the County Manager, and obtain the County Manager's approval of the plan, as meeting 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 in an amount sufficient to guarantee implementation of the tree protection plan, 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 current 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 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 for placement in the County archives before the issuance of a Master Certificate of Occupancy.

Utility Fund Contribution

5. In addition to funding and constructing the utility undergrounding work, the developer agrees to contribute 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 \$69,075 (\$50,000 x 1.3815 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 included in 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, obtain the County Manager’s approval of, and implement a plan for temporary pedestrian and vehicular circulation, including WMATA buses that are directly affected by the construction of the 1812 N. Moore Street building and other subsequent improvements by the developer, during construction. This plan shall identify temporary sidewalks, interim lighting, fencing around the site, construction vehicle routes, temporary WMATA bus routes, and any other feature, such as electronic street closure and detour signs, necessary to maintain an acceptable level of bus service and ensure safe pedestrian and vehicular travel around the site and adjacent blocks as determined necessary by the County Manager during construction. The plan shall minimize the impact on transit services. Exceptions may be made only during an emergency as defined below, during actual demolition, and for such limited periods as are unavoidable for utility upgrades. The developer agrees to submit this plan to, and obtain approval of the plan from, the County Manager as meeting these standards, before the issuance of the Clearing, Grading and Demolition Permit. The developer agrees to provide a copy of the approved plan to the appropriate civic associations. The County Manager may approve subsequent amendments to the plan, if consistent with this approval.

The developer agrees, during all hours that construction work occurs onsite, 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 Rosslyn Renaissance and Rosslyn BID operator and all abutting property owners in writing (or, by mutual agreement, by e-mail) at least seven (7) calendar days in advance of any street closure of more than one hour duration on any street, except in the case of an emergency, and in addition, to notify WMATA at least fifteen (15) business days in advance of any street closure of more than 24 hours in duration, except in the case of an emergency. “Emergency” street closures include 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. In the

case of emergency closure, the developer agrees to notify the parties listed above as early as reasonably possible.

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 that meet the lighting standards for Arlington County streets (e.g. “cobra head” lights), 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 as outlined in Condition #11. Lighting will be permitted within the lower levels of the building after hours for safety and security reasons, but shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners.

The developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The developer agrees to ensure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the developer, the developer’s contractors, or private utility companies. The developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. However, if the road surface is disturbed during the winter months, the developer may temporarily restore the road surface using cold patching and then hot patch the disturbed surface at the earliest opportunity when weather conditions permit. If cold patching is used, it shall be properly maintained and resurfaced as necessary to maintain a clean, smooth road condition. The term “significant portion of a road” is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet in length or 100 s.f. in size. This condition is in addition to any other conditions in this site plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction.

The developer agrees to provide electronic street closure and detour signs in necessary locations if requested by the County Manager.

The developer agrees to construct a minimum five-foot-wide covered walkway in locations around the site, as approved by the County Manager, along all frontage of the site in conformance with applicable building codes as shown on then to be approved Temporary Pedestrian and Vehicle Circulation Plan. The walkway is to be completed before the closure of any public sidewalk. In the event that construction of a covered walkway is not feasible due to construction constraints (as determined by the County Manager), the developer agrees to coordinate with the County to provide adequate signage directing pedestrians to alternative routes.

The covered walkway may also include temporary project signs and graphics as described in Condition #50.

Residential Relocation

7. Intentionally Omitted.

Retail Relocation

8. Intentionally Omitted.

Compliance with Federal, State and Local Laws

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

Post-County Board 4.1 Filing

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

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

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 shall be on the construction site throughout the hours of construction, including weekends. The name and telephone number of this individual shall be provided in writing to residents, property managers and business owners whose property abuts the site, Rosslyn Renaissance, 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 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 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 unless an alternate construction staging plan is reviewed by and approved by the County Manager after his determination of not having an undue adverse impact on the neighborhood. "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, approved by the County Manager as not having an adverse impact on the surrounding area.

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. Intentionally omitted.

Vacations and Encroachments

14. The developer agrees that enactment of this site plan by the County Board is conditioned upon the developer first: 1) obtaining, on or before December 15, 2010, enactment by the County Board of all ordinance(s) of vacation and/or encroachment required to construct a) the project as depicted on the plans referenced in Condition #1 of this site plan, in accordance with final approved site engineering plans; or b) the project as depicted in any amendments to such site plan as approved by the County Board, in accordance with final approved site plans and final approved engineering plans (ordinance(s) of vacation and encroachment referred to in subsections a) and b), collectively “Ordinance(s)”; and 2) complying with all conditions set forth in such Ordinance(s). Such Ordinances shall include, but not be limited to, those specified in Condition #89 a) through d) herein or such Ordinances required to construct the project in accordance with the final approved site engineering plans for any amendments to the site plan approved by the County Board. No Excavation Sheeting and Shoring Permits, or any permit(s) to work in the County right-of-way shall be issued for the site plan until the developer has obtained enactment of such Ordinances and met all of the conditions of such Ordinances.

Irrespective of any other conditions set forth herein, the developer agrees that no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless and until the developer, before any Excavation/Sheeting and Shoring Permit is issued, first has: a) obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference and, b) met all of the conditions of such ordinance(s).

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

Coordination of these plans: final site development, landscape and site engineering

15. The developer agrees to attach the County Board meeting minutes outlining the approved conditions and the conditions themselves to each set of Building Permit drawings that the developer submits to the County. The developer agrees to submit to the Zoning Administrator and obtain approval from the County Manager of a detailed final site development plan and a landscape plan prior to issuance of the Excavation/Sheeting and Shoring Permit. The final site

development plan and landscape plan shall be submitted at a scale of 1 inch = 25 feet, in conjunction with the final site engineering plan as required in Condition #21 below, as well as a vicinity map with major streets labeled. The landscape plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia. The developer further agrees that the final site development plan, the landscape plan, and the site engineering plan shall verify, by means of survey, that there are no conflicts between the street trees and utilities. The developer shall obtain approval by the County Manager for both plans as meeting all requirements of the County Board's site plan approval and all applicable county laws and plans before the issuance of the Excavation/Sheeting and Shoring Permit. The plan shall be consistent with the conceptual landscape plan approved as a part of the site plan, and, at a minimum, shall conform to: the landscaping requirements in Condition #21 below; the *Rosslyn-Ballston Corridor Streetscape Standards* if applicable; the Sector Plans if applicable; the County's landscaping, planting, and sidewalk and driveway construction specifications; and/or other applicable urban design standards approved by the County Board. In order to facilitate comparison with the final site engineering plan, the 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 site 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 site development and landscape plan shall include the following details:

- a. The location and dimensions of traffic signal poles and control cabinets, utility meters, utility vaults and boxes, transformers, mechanical equipment, fire hydrants, standpipes, storm water detention facilities, the location of all existing and proposed utility lines and of all easements. The location of traffic control cabinets shall be shown on the final site engineering plan and placed so as not to obstruct pedestrian travel or be visually obtrusive. Traffic control cabinets shall not be located in the public sidewalk. 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 prior to submission of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. The developer shall obtain approval from the County Manager of the location and screening of all ventilation grates as part of the review of the final site engineering plan and the final site development and landscape plan before issuance of the Footing to Grade Permit.
- c. The location, dimensions, materials, and pavement pattern, where applicable, for driveways and access drives, automobile drop-off areas, driveway aprons, service drives, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Brick or a concrete unit paver shall be used on the access drives, automobile drop-off areas, plaza areas, and interior walkways and roadways. Interior

walkways shall have a minimum width of four (4) feet. All plaza areas shall contain special paver treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager according to adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the final site development and landscape plan.

- d. The location and types of light fixtures for streets, parking, walkway and plaza areas, and associated utilities, as contained in the lighting plan required in Condition #53 below.
- e. Topography at two (2) foot intervals, the finished first floor elevation of all structures, and top-of-slab elevation for any proposed underground structures.
- f. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including but not limited to dimensions, size, style(s), materials(s), finish(s) and manufacturer(s) of seating, bollards, trash receptacles, bike racks, arbors, trellises, and water features, and other landscape elements or structures, including public art.
- g. The location and planting details for street trees in accordance with Division of Transportation Standards and Specifications for planting in public rights-of-way and as shown on the approved final site engineering plan.
- h. The limits of demolition and construction.
- i. The developer further agrees that once approved, the final site development and landscape plan shall govern construction and/or installations of elements and features shown thereon, except as amendments may be specifically approved by the County Manager.

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. Provided however, that if the developer presents evidence to the Urban Forester that either a reasonable construction schedule or unusual weather conditions have rendered planting of trees by such time impractical, then the Urban Forester may extend time for completion of planting to a date certain that is up to six (6) months after date of 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 twelve (12) inches of drainage material (e.g. drainage board) for trees and tall shrubs and three (3) feet for other shrubs, except in locations where existing conditions prevent such depth. 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 landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the site plan and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 32A of the Zoning Ordinance.
- h. The developer agrees to notify the DPRCR Urban Forester at least 72 hours in advance of the scheduled planting of any street trees in the public right-of-way and to be available at the time of planting to meet with staff of DPRCR to inspect the plant material, the tree pit and the technique of planting. Soil used in the tree pit must meet the specifications for street tree planting available from the DPRCR Urban Forester.

Utility Company Contacts

- 17. The developer agrees to contact all utility companies, including the electric, telephone and cable television companies, and offer them access to the site at the time of utility installation to install

their underground cables. In order to comply with this condition the developer agrees to submit to the Zoning Administrator copies of letters from the developer to the utility companies offering them access as stated above.

Final site engineering plan approval by DOT

18. The developer agrees to submit final site engineering plans to the Division of Transportation. The plans 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. The developer agrees to obtain approval by the County Manager of the final site engineering plans prior to issuance of the Excavation/Sheeting and Shoring permit. The final site engineering plans shall agree with the approved final site development and landscape plans and the sequence of construction, which shall be consistent with all site plan approval requirements and all County laws. The developer agrees that the plans shall include CPHD Site Planner review and signature blocks. Upon completion of the construction of a project, prior to the release of the bonds, 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.

Pavement, Curb and Gutter Along All Frontages

19. The developer agrees to show on the final engineering plans pavement, curb and gutter along all frontages of this site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first Certificate of Occupancy for occupancy of the applicable phase of the project.
- a. The developer agrees to construct new curb and gutter along N. Moore Street, which results in a varying street cross section of approximately 37.5 feet to 44.0 feet, as shown on the final engineering plan approved by the County Manager.
 - b. The developer agrees to construct new curb and gutter along 19th Street North, which results in a varying street cross section of approximately 45.5 feet to 58.0 feet, as shown on the final engineering plan approved by the County Manager.
 - c. The developer agrees to construct new curb and gutter along Fort Myer Drive in approximately its current location, as shown on the final engineering plan approved by the County Manager.
 - d. The developer agrees to construct handicap ramps at the southwest corner of the intersection of N. Moore Street and 19th Street North and crosswalks of materials as approved by the County, built per Arlington County Standards, across N. Moore Street and 19th Street North, as shown on the final engineering plan approved by the County Manager.
 - e. The developer agrees to construct handicap ramps at the southeast corner of the intersection of Fort Myer Drive and 19th Street North and crosswalks of materials as approved by the County, built per Arlington County Standards, across Fort Myer Drive and 19th Street North, as shown on the final engineering plan approved by the County Manager.

- f. The developer agrees to construct a mid-block crossing on N. Moore Street approximately 35-feet wide, including a curbless design transitioning to and from the approach of the mid-block crosswalk, or as otherwise approved by the County Manager. This mid-block crossing shall be of materials, such as stamped or scored concrete, thermoplasty, or similar materials approved by the County, built per Arlington County standards, as shown on the final engineering plan approved by the County Manager.
- g. The developer agrees to reconstruct the island at the southwest corner of 19th St. N. and Fort Myer Dr. as shown on the final engineering plan approved by the County Manager.
- h. The developer agrees to provide mountable curbs along the Dominion Virginia Power’s alley that connects Fort Myer Dr. and N. Moore St. as shown on the final engineering plan approved by the County Manager.

The developer agrees that 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 as determined by the County Manager. The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval; provided, however, that the provision of such improvements shall not increase the projected cost anticipated for such improvements as shown on the site plan drawings dated December 5, 2007, unless the County provides additional funding to offset such increased cost.

Survey Monuments

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

Sidewalk Design and Improvements

- 21. The developer agrees that the final sidewalk pattern/design and final selection of materials and colors to be used shall be as determined by the County Manager on the final 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 # 67 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” 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 developer agrees that only emergency exit doors, not doors used for daily operations, shall be permitted to open out into the 12-foot clear sidewalk zone.

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:

North Moore Street – A minimum 13.9-foot wide sidewalk, measured from the back of curb, including 5-foot by 12-foot tree pits (or 5-foot by 5-foot tree grates), unless otherwise shown on plans dated December 5, 2007 or as otherwise approved by the County Manager on the final engineering plan. The tree pit or grate areas will be planted with 4 to 4 ½ inch caliper Willow Oak street trees, and such ground cover as liriopie muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb. The developer agrees to provide a minimum 12-foot clear sidewalk along N. Moore Street. in addition to landscape pots, pedestrian lighting, bollards, and ADA pedestrian safety devices directing pedestrians to the mid-block crosswalk to detour jaywalking.

19th Street North – A minimum 11.3-foot wide sidewalk, measured from the back of curb, including 4-foot wide planting strip planted with 4 to 4 ½ inch caliper Willow Oak street trees and such ground cover as liriopie muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb. The developer agrees to provide a minimum 9-foot clear sidewalk along 19th Street North.

Fort Myer Drive – A minimum 12-foot wide sidewalk, measured from the back of curb, including 5-foot by 12-foot tree pits (or 5-foot by 5-foot tree grates) planted with 4 to 4 ½ inch caliper Willow Oak street trees and such ground cover as liriopie muscarii, hypericum, calycinum (Aarons Beard), or juniperius conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb. The developer agrees to provide a minimum 12-foot clear sidewalk along Fort Myer Drive.

If requested by the County Manager before the issuance of final building permit, the developer agrees to construct modifications of the curb and sidewalk shown on the landscape plan dated December 5, 2007, reviewed and approved by the County Board on December 15, 2007, for N. Moore Street, 19th Street North and/or Fort Myer Drive, to incorporate recommendations from the Rosslyn Multimodal Transportation Plan. Provided, however, that if developer demonstrates to the County Manager that the modified improvements would cost more than improvements as shown on the above referenced landscape plan, the developer will not be required to construct the modified improvements, and the County Manager may approve other less costly modifications that are consistent with the Rosslyn Multimodal Transportation Plan, or may permit construction of the landscape plan approved by the County Board.

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. New 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, or as approved by the County Manager in order to accommodate existing structures or utilities.

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, or as approved by the County Manager in order to accommodate existing structures or utilities.

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

Existing Water Main or Fire Hydrant Service

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

Water Main Improvements

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

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.
- a. The developer agrees to rehabilitate or replace the following existing sanitary sewer main in North Fort Myer Drive:
- (1) Approximately 114 feet of 10-inch main between existing Arlington County manholes 3344 and 8256.
 - (2) Approximately 208 feet of 8-inch main between existing Arlington County manholes 8256 and 10091.

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.

Street Lighting Requirements

30. Prior to the issuance of the Excavation/Sheeting and Shoring Permit, the developer agrees to show on the final engineering plans street lighting along all frontages of the site. 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.

Unless otherwise approved by the County Manager, the developer agrees to purchase and install single-globe Virginia Power "Carlyle" standard street lights along the 19th Street North frontage of the site, double globe Virginia Power "Carlyle" standard street lights along Fort Myer Drive.

The developer agrees to purchase, install, and maintain specialized light fixtures along the west side of N. Moore St. of style and color to coordinate with those along the east side of N. Moore St. as part of the Central Place (SP #335) as approved by the County Manager. The developer agrees to maintain these specialized light fixtures until which time the fixture becomes a standard Arlington County fixture, at which time the developer's maintenance obligation will cease. The number, height, and locations of lights installed shall be consistent with those shown on the final engineering plan. The developer agrees to remove all standard thoroughfare lights from the site, unless the County decides that one or more are required to provide adequate lighting for street safety purposes at intersections. The developer agrees to pay the cost of moving existing or installing additional standard thoroughfare lights if required above.

The developer agrees that double banner brackets shall be installed on each streetlight.

In the event that an alternative street lighting is approved by the County Manager in conjunction with the N. Moore Street improvements, as specified in Condition #84 prior to the issuance of the final building permit, the developer agrees to purchase and install such alternative street lighting along the N. Moore Street, 19th Street North and/or Fort Myer Drive frontages of the site. The developer agrees to maintain such alternative street lighting until such time as that lighting fixture becomes a standard Arlington County fixture, at which time the developer's maintenance obligation shall cease. The number, height and locations of such alternative lighting shall be consistent with that adopted by the County Manager as part of the N. Moore Street improvements detailed in Condition #84.

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, the developer agrees that the County may issue a "stop work order," 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 that 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. The developer agrees to submit such drawings and renderings 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 will have an overall minimum transparency of 50% as measured from floor to ceiling. In addition, the portion of the retail storefronts that is located between three and eight feet from grade is required to be at least 80% transparent. 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.

Recordation of Public Easements and Dedications

35. The developer agrees that all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, or required for, the construction of any public street, public infrastructure, public facility or public improvement (jointly “Public Improvements”), shall be: a) submitted by the developer to the Department of Environmental Services for review and approval prior to the issuance of any Excavation/Sheeting and Shoring Permit; b) approved by the County; and, c) recorded by the developer, among the land records of the Clerk of the Circuit Court of Arlington County, all before the issuance of the first Certificate of Occupancy. Real estate interests conveyed by the developer to the County for public street or right-of-way purposes shall be conveyed in fee simple, free and clear of all liens and encumbrances, unless such real estate interests are permitted to be encumbered by an encroachment ordinance or pursuant to the issuance of a County permit(s). Real estate interests conveyed by the developer to the County for other Public Improvements, or public uses, including, but not limited to, sidewalk, street trees, other streetscape planting, water mains, storm sewers, sanitary sewers, and other public utilities and facilities, which other Public Improvements are not located, or to be located, within the public street or right-of-way, may be granted to the County by deed(s) of easement, provided, however, that in the deed conveying such real estate interests to the County, all liens and encumbrances shall be subordinated to the easement rights of the County, unless such real estate interests are permitted to be encumbered by an encroachment ordinance or by other County Board action.
- **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 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 Virginia Power and Arlington County standards. These vaults may only be placed in the County right-of-way or public easement, behind the back of curb, after: (1) the developer applies for, and the County Board enacts any required encroachment ordinance or other permission or right for such purpose; (2) the developer complies with all conditions set forth in the encroachment ordinance; and, (3) the location of the vault is approved by the County Manager 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 ten (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 to be used for the collection, storage, compaction, and to provide the removal of trash, as well as to provide 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 a height of 15 feet, tapering to 14 feet at no less than 25 feet from the rear of the loading dock towards the loading dock door. Any loading dock to be used for trash removal shall have a minimum interior height clearance of 15 feet, tapering to 14 feet at no less than 25 feet from the rear of the loading dock towards the loading dock door. All loading docks shall contain roll-down doors. Use of the loading dock for deliveries or trash pick-ups shall be limited to the hours of 4:00 a.m. to 6:00 p.m. weekdays and 8:00 a.m. to 6:00 p.m. weekends. If a tenant demonstrates the need for deliveries at other times, for example of baked goods or other perishable items, the hours may be administratively changed by the Zoning Administrator through an Administrative Change request. The loading dock door shall also be closed with 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 first level of the below-grade garage, 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. Except as shown on the plans dated December 5, 2007, reviewed and approved by the County Board on December 15, 2007, the developer agrees to ensure that all parking spaces and drive aisle widths 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 Bicycle Storage Facilities:

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

Employee 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.

In addition, the developer agrees that for every 50,000 s.f. 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 lockers will be a minimum size of 12” wide, 18” deep, 36” high, and shall be available for use at all times. Cyclists may use the lockers for day and overnight storage, seven (7) days a week without interruption. 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 s.f. 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 s.f., or portion thereof, of the first 50,000 s.f. of retail floor area; one (1) additional retail visitor/customer space for every 12,500 s.f., or portion thereof, of additional retail floor area; and one (1) additional retail employee space for every 25,000 s.f., 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.

Emergency Vehicle Access/support on Parking and Plaza Areas

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

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

Wall Check Survey

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

Screening of Mechanical Equipment

46. 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, or as shown on the plans dated December 5, 2007, and approved by the County Board on December 15, 2007.

Review by Crime Prevention Through Environmental Design (CPTED) Practitioner

48. The developer agrees to submit to the Operations Division of the Arlington County Police Department the approved post-4.1 drawings for review by the Crime Prevention Through Environmental Design (CPTED) practitioner in the Police Department for review of 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. If the FAA approves a height lower than the building height shown on the plans dated December 5, 2007, and approved by the County Board on December 15, 2007, the developer agrees to submit to the County Manager revised elevations showing the height approved by the FAA.

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

Comprehensive Sign Plan

- 50. The developer agrees to develop and submit a comprehensive sign plan and that all exterior signs (including identification and directional signage) shall be consistent with the guidelines contained in "Sign Guidelines for Site Plan Buildings" and with Section 34 of the Zoning Ordinance. The developer also agrees to coordinate the comprehensive sign plan with the Rosslyn BID Wayfinding system in place at the time of comprehensive sign plan submission. The Zoning Administrator shall determine whether the signs meet the standards of the guidelines and the Ordinance. The developer agrees to obtain approval from the Zoning Administrator of the comprehensive sign plan before any sign permits are issued and before the issuance of the first Certificate of Occupancy. All proposed rooftop signs, defined as all signs that are 35 feet or more above the ground, shall require a site plan approval or amendment and shall be presented to the Site Plan Review Committee prior to consideration by the County Board. No signs will be permitted over 50 feet above the ground.

Transportation Management Plan

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

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:

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

A. Program Participation and Funding

1. Maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity, at no cost to the developer, on behalf of the property management company.
2. Designate a member(s) of building management as Property Transportation Coordinator (PTC) to be a primary point of contact with the County and undertake the responsibility for coordinating and completing all TMP obligations. The developer and/or building management will provide, and keep current, the name and contact information of the PTC to Arlington County Commuter Services (ACCS). The Property Transportation Coordinator shall be appropriately

trained, to the satisfaction of ACCS, to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.

3. In addition to supporting the ongoing activities of the Property Transportation Coordinator and other commitments of this TMP, contribute \$11,533 per year for thirty (30) years to the ACCS to sustain direct and indirect on-site and off-site services in support of TMP activities. Payment on this commitment will begin as a condition of issuance of the first Certificate of Occupancy for the first tenant in the completed building. Subsequent payments will be made each year on the anniversary of the issuance of the first certificate of occupancy.
4. Promote the formation of Employer Transportation Benefit Programs with each tenant of the commercial building.
5. Provide SmarTrip cards plus \$60.00 Metro fare media per person, for free, once per employee, to each of the tenants' initial employees.
6. Provide SmarTrip cards plus \$60.00 Metro fare media per person, for free, to each initial employee of the property management company and/or building operator. Provide or administer a sustainable commute benefit program for these employees (the program shall include, at a minimum, at the developer's option, pre-tax employee contributions and/or tax-free transit or vanpool monthly contributions).
7. Provide SmarTrip cards plus \$ 60.00 Metro fare media per person, for free, once per employee, to initial on-site employees of each of the retail tenants.

B. Physical Facilities and Improvements.

1. Comply with requirements of Site Plan conditions to provide bicycle parking/storage facilities, van access to the garage, showers and lockers, and construction worker parking. Bicycle clothing lockers will be a minimum size of 12" wide, 18" deep, and 36" high, and shall be available for use on a 24 hour basis in office buildings.
2. During construction, maintain or coordinate relocation of existing bus stops and existing car-share spaces convenient to the Rosslyn Metro as determined by the County Manager or his designee, at the developer's cost, which may include location in the garage of the development. Upon request of the County Manager or his designee, up to ten (10) spaces may be set aside in the garage, at no cost, for car sharing services. Additionally, prior to supplying these car-share spaces, 90-days notice and demonstrated demand from a car-share company is needed. These spaces shall be located at the garage entrance, available to the public twenty-four hours a day, seven days a week, without restrictions, and with access for users if the vehicles are located behind security barriers. Car-share parking spaces will be direct entry spaces and shall not be obstructed by managed or tandem parking spaces. There shall be internal and external signage to direct people to them. Until requested, the spaces shall be used for office parking. Signs will be planned and included in the comprehensive sign plan, but not installed until such time that the garage spaces are requested. For security reasons

the garage may be gated—members of the car sharing service would have access to the spaces via a key pad combination to a pass code system, or other similar device.

3. Bus stops and shelters within 25 feet of the property, on the project's side of street, shall be maintained free of snow, ice, trash, and debris. A 6 foot wide path, clear of snow and ice, from the main entrance of the building shall be maintained to the bus stops.

C. Coordinated Parking Management

1. Comply with requirement of Site Plan conditions to develop a parking management plan that includes a description of employee, visitor, and retail customer parking arrangements and charges; management of parking; and location of on-site parking meters and/or collection booths.
2. Provide reserved spaces for registered carpools and vanpools that are conveniently located with respect to the elevators serving the building. For purpose of this benefit, at least one (1) of two (2) riders in a registered carpool must be a tenant of the building, and one(1) of six (6) riders in a registered vanpool must be tenants of the building.
3. Establish monthly parking rates for single-occupant vehicles (SOV) consistent with comparable office buildings located in the Arlington County development corridors.
4. Provide registered vanpools with free parking. For purpose of this benefit, at least one (1) of six (6) riders in a registered vanpool must be tenants of the building.
5. Oversee program to provide registered carpools with a parking subsidy. For purpose of this benefit, at least one (1) of two (2) riders in a registered carpool must be a tenant of the building. Subsidies will 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
6. Depict, as part of the parking management plan, an area parking plan encompassing all block faces around the site. This plan will include a schematic drawing depicting areas such as, but not limited to, proposed locations for a taxi stand, accessible paratransit pick-up/drop-off location, bus stops, loading zones for delivery vehicles, visitor bicycle rack locations, car sharing spaces, and on-street parking spaces. Additionally, this plan will note any restrictions as to times that various activities (such as deliveries and parking) are permitted in the respective spaces.
7. No on-street loading will be permitted between the hours of 7 and 9 AM and 4 to

6 PM.

D. Promotions, Services and Policies

1. Provide website hotlinks to CommuterPage.comTM under a “transportation information” heading from the developer and property manager’s websites regarding this development
2. Provide a Transportation Information Center Display purchased from or approved by ATP/ACCS, providing printed materials related to local transportation alternatives and maintain a stock of said materials at all times, in the office building lobby.
3. Provide access to building or grounds, upon request, to allow ATP and Metropolitan Washington Council of Governments’ (MWCOG) Commuter Connections to promote group riding among tenants of the building.
4. Encourage new tenants and employers to inform all new employees of the existence of the nearby Rosslyn Metro, and encourage all employees to use Metrorail, Metrobus, Arlington Transit, or other services through the following means:
 - (a) Distribute in a new-tenant package, materials provided by Arlington County including site-specific transit-related information and SmarTrip cards to all employees. Packages will be distributed to each of the tenants’ employees no later than their first full day of work at the building.
 - (b) Provide information to tenant office and retail managers for their use as part of recruiting and employment materials regarding available commute options and assistance services.
 - (c) Distribute transit services information and promotional materials provided by Arlington County, four (4) times per year to persons employed at or visiting the site. Information regarding transit routes, schedules, fares, etc. shall be distributed to all tenant and owner employees and shall be displayed in common work areas
 - (d) Participate in Ozone Action Days and other regionally sponsored clean air and traffic mitigation promotions by posting notice of such promotions in locations within the building acceptable to the developer.
5. Encourage each of the building tenants to offer variable/flexible work hours to their employees in order to spread peak period transportation demands.
6. Appropriately train management personnel to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.

E. Monitoring and Performance

1. Upon approval of the TMP by the County, the developer agrees to implement all elements of the plan with assistance when appropriate by agencies of the County.
2. 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. The County will specify the scope of the study. The study may include average vehicle occupancy, daily vehicle-trips to and from the site, and parking availability by time of day for the site and pedestrian traffic. Such report shall include an all-day count of site-generated vehicle traffic and a voluntary mode-split survey. The building owner and/or operator will assist and encourage tenant's employee participation in mode split surveys which may be of an on-line, email variety.
3. During the first year of start up of the TMP, and on an annual basis thereafter, the developer will submit an annual letter to the County Manager describing completely and correctly, the TDM related activities of the site.

Parking and Parking Management Plan

52. The developer agrees that the number of parking spaces designated for commercial use shall remain dedicated to commercial use, unless modified by the County Manager if such changes are consistent with the provisions of the Zoning Ordinance governing administrative approval and consistent with the intent of the site plan approval.

The use of the commercial parking spaces shall be limited to parking use by the tenants of the building, their guests and visitors, 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 tenant, guest, and visitor parking will be provided, where the parking will be located, and how guests and visitors will be directed to the parking spaces. The developer further agrees to provide a maximum of 20% of the total parking spaces (including tandem and managed) as specific reserved parking spaces for tenants. 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 commercial 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.

The developer agrees to display an 8” x 10” historic placard, as approved by Rosslyn Renaissance and the Arlington County Historic Preservation Program, on the building describing what existed on the site prior to 1812 N. Moore Street.

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

55. Intentionally Omitted.

- **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 of the office building as measured from the average site elevation to both the building roof and to the top of the penthouse roof at the completion of construction.

- **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 after issuance 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 issuance of any partial Certificate of Occupancy that allows 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.

In addition, to enhance the reach of the County's public emergency communications system-of-systems, the developer/applicant agrees, upon the request of the County, to grant to the County in perpetuity the right to install tie-ins from the County's outdoor emergency warning system to the 1812 N. Moore St. interior building fire/emergency warning annunciator systems using either land lines or emergency relay transceivers in or on the penthouse or top floor antennae systems and along with hazardous material detection sensors on the roof of the proposed buildings in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both. 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. Intentionally Omitted.

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 #97) are valid for the life of the site plan and must be met before the issuance of the permit specified in each Condition.**

Retail Elements

64. The developer agrees to provide a minimum of 11,000 s.f. retail in this final site plan. This retail gross floor area (GFA) shall be used as retail, and any change in the use of the retail space from retail to a non-retail use shall require a site plan amendment unless said change is consistent with past Administrative Approvals of the Zoning Administrator.

The developer agrees to develop and implement a retail attraction and marketing plan for a minimum of 11,000 s.f. of retail space located in the office building. The plan shall identify the types of retail desired, the marketing strategy to attract the retail, strategies to retain the retail, and slab-to-slab heights, consistent with the plans dated December 5, 2007. The retail attraction and marketing plan shall be in accordance with the approved Retail Action Plan for the Rosslyn-Ballston Corridor, dated January 2001. The retail attraction and marketing plan shall be reviewed and approved by the Department of Economic Development before being submitted to the Zoning Administrator. The above-grade building permit shall not be issued until documentation has been provided to the Zoning Administrator assuring that the plan has been approved by the Department of Economic Development. Banks will be permitted only if they install an exterior ATM located on the building façade. 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 retail spaces shall be designed and constructed to include interior and exterior improvements necessary to ensure that they are functional and attractive to prospective retailers and that they animate the street frontage. These elements shall include, but are not limited to: slab-to-slab heights, as shown on the plans dated December 5, 2007; access to the service corridor/areas as shown on the architectural plans dated December 5, 2007; direct street frontage and access; and sufficient transparency of the building facade to achieve adequate street exposure.

The developer agrees to require retailers to provide ADA-compliant access to the retail space proposed in the office building space as generally depicted on the site plans dated December 5, 2007.

Public art

65. A. The developer agrees to commission a professional artist to create public art for a minimum cost of \$750,000, inclusive of artist fees, fabrication, installation, transportation, artist travel/expenses but exclusive of art consultant fees, fees for coordinating with artist or with other design professionals on the project (architect, landscape architect, engineer, etc.), and other in-house costs or fees. The public art shall respond to the themes and priorities discussed in the Public Art Master Plan (adopted December 2004) in support of the goals of the Public Art Policy (adopted September 2000). The developer also agrees to take into account driver and pedestrian safety and energy efficiency when designing the public art. The developer agrees that, if the commission is made more than 12 months after site plan approval, the minimum commission amount will be adjusted based on the percentage change in the Consumer

Price Index-Urban (CPI-U) between the date of site plan approval and the first day of the month in which the contribution is made.

- B. The developer agrees to obtain the approval of the County Manager for the process to be followed in the selection of artist, art proposal development, maintenance plan, placement and design of informational signage. The County Manager's approval will be given only if the process is in accordance with Public Art Program signage specifications, and the developer agrees to implement that approved process. The developer agrees to notify the County Manager when the artist selection process is about to begin. The County Manager at his option may, within 15 business days following receipt of this notification, request that a panel process be undertaken and designate panel members to be included or artists to be considered. If requested, the developer agrees to use a panel to select the artist and the art. The panel used by the developer will consist of at least three persons, up to two of whom may be professional artists or arts professionals, as defined by the County. The panel should include representatives from the developer's project team, including architect, landscape architect and other design professionals. The developer agrees to include in its panel those persons designated by the County Manager and to compensate them at a reasonable hourly rate agreed to by that individual.
- C. The selection panel will consider at least three different artists for the commission, including any named by the County Manager as set forth in this condition. The developer agrees that artists who are currently under contract in the County will not be eligible for commissions for public art within four years after the time of signing a contract or otherwise being initially engaged to create public art. The developer agrees to present its or the panel's choice of artist to, and obtain approval of this choice from, the Arlington Commission for the Arts/Public Art Committee (ACA/PAC), prior to issuance of the Clearing and Grading Permit. The developer further agrees to present the art proposal to, and obtain approval from, the ACA/PAC prior to issuance of the Excavation/Sheeting and Shoring Permit. The art proposal shall consist of visual and written representations of the public art and its proposed location within the site, list of materials, proposed maintenance plan, and an itemized budget. The developer further agrees to resubmit the art proposal to reflect any revisions made in response to any recommendations made by ACA/PAC to the County Manager prior to issuance of the Footing to Grade Permit. The public art shall be installed prior to the issuance of the Certificate of Occupancy for any space on the top floor of the building.
- D. In order to prevent the public art from conflicting with other elements of the site plan, the developer also agrees to represent the public art on the landscape plan, building elevation or other plan that represents the site of the art, in the normal course of submission of such plans as provided for in these site plan conditions. The plan(s) on which the art is represented will be determined based upon the art's chosen location within the site plan.
- E. The developer may choose to make a contribution of \$750,000 to the Public Art Fund to fund County-initiated public art projects in the Rosslyn Metro/or other specified area in lieu of commissioning public art through the process set forth above. Such contribution shall be made to the Public Art Fund prior to issuance of the first above grade building permit. If the contribution is made more than 12 months after site plan approval, the contribution amount will be adjusted based on the percentage change in the Consumer Price Index- Urban (CPI-U) between the date of site plan approval and the first day of the month in which the contribution is made.

After-hours Parking in Office Garages

- 66. The developer agrees to make all parking in the below-grade garage available to the public for parking at market rates after standard office hours (weekday evenings after 6:00 p.m., weekends, and all legal holidays) until 12:00 midnight or until the close of business of retail operations whichever is later. The developer further agrees to make some parking spaces available for use exclusively by the retail tenants' employees and customers; at a minimum, the number of spaces to be so reserved shall be consistent with the requirements of the Zoning Ordinance for the retail uses that occupy the space, but need to leave spaces for other uses, as outlined in the parking management plan in Condition #52. The developer agrees to implement a validation program to allow discounted use of such spaces for customers of the retail located within the 1812 N. Moore Street building, and employees of the retail located within the 1812 N. Moore Street building between 6:00 p.m. and 12:00 midnight or until the close of business of retail operations, whichever is later.

Outdoor Cafes

- 67. The developer agrees that outdoor cafes shall be permitted in the public right-of-way on N. Moore Street and Fort Myer Drive while maintaining a 12' clear sidewalk, or within public easements 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. 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.

Affordable Housing Contribution

- 68. The developer has agreed to make an affordable housing contribution on the proposed site plan's entire GFA (601,790 s.f.), resulting in a contribution of \$4,814,320. This contribution shall be made in three equal installments with one-third (\$1,604,773.33) due prior to the issuance of the first above-grade building permit, one-third (\$1,604,773.33) due prior to the issuance of the first Certificate of Occupancy and one-third (\$1,604,773.34) due prior to the issuance of the Certificate of Occupancy for the top floor of the office building.

Building Security Requirements

- 69. 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 December 5, 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.

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.

Phasing Plan

70. The developer agrees to obtain approval from the County Manager of a phasing plan to include location of all garage entrances as shown on the plans dated December 5, 2007, and reviewed and approved by the County Board and made a part of the public record on December 15, 2007, prior to the issuance of any building permits for the site plan, and to implement the approved plan. During the phasing of construction, the developer further agrees to appropriately maintain the site and any buildings located within it. This shall include, but not be limited to, maintaining landscaping, keeping the grass mowed, and removing litter and debris from the site. Until the buildings are demolished, the developer agrees to maintain access on the site for fire emergency vehicles. Improvements required by these site plan conditions shall be constructed in phases, consistent with the phasing plan for construction of the project.

Enclosure of Balconies

71. 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

72. 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 (USGBC) 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 45 LEED™ credits (or the minimum required for LEED™ Platinum Certification for Core and Shell projects).

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.

Within ninety (90) days after the issuance of the first certificate of occupancy for any part of the

last floor, the developer agrees to provide a certification by a LEED™-accredited professional. The certification shall state that all of the Green Elements, as set forth in the reporting mechanisms and including all of the LEED™ Prerequisites, have been incorporated into the project and that, in the professional's opinion, the project will qualify for a LEED™ Score of 45 points or higher (or as defined by the USGBC as a Platinum Certified Level for Core and Shell projects). The developer also agrees to submit all appropriate documentation to the USGBC for review and evaluation for LEED™ certification.

Prior to the issuance of the first certificate of occupancy, the developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of \$1,805,370 (0.50 FAR x 60,179 s.f.) (\$60/s.f.) guaranteeing that, within eighteen (18) months from the date of the issuance of the first certificate of occupancy for any part of the last floor, the developer will have received its "Platinum Certified" certification from the USGBC. Should the developer miss up to three (3) points, at the end of the eighteen month period, the developer shall automatically forfeit seventy-five percent (75%) of the security, which shall be immediately paid to the County. The developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County. Should the developer miss four (4) or more points, at the end of the eighteen month period, the developer shall automatically forfeit 100 percent (100%) of the security, which shall be immediately paid to the County.

The developer agrees to permit the County Manager or his designee to access the USGBC records for the project and to provide the County Manager with such authorization as may be necessary to allow such access.

The developer further agrees, upon written request and from time to time during hours that do not interfere with building operations, to allow county government-sponsored tours through non-leased, public and/or mechanical spaces of the building to promote education on sustainable elements employed within the building.

Refuse Delivery to County Disposal Facility

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

Towing of Impermissibly Parked Vehicles

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

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

Speed Bumps at Garage Exit Ramps

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

Authorization for Police to Enter Residential Parking Areas

- 76. Intentionally omitted.

Public Safety Radio Communications

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

Traffic Signal Improvements

- 78. The developer agrees to relocate any traffic signals, traffic signal cabinets, and any other existing related items as part of this development and curb alignment or relocation as part of this project to meet all Arlington County guidelines and standards subject to approval of the County Manager or his designee prior to issuance of the first certificate of occupancy.

Temporary Bus Relocation

- 79. The developer agrees to coordinate, provide, and maintain temporary WMATA bus relocation, including WMATA bus routing and temporary shelters and signs as required in Condition #6 during construction to support operations within the Rosslyn Station area with the County Manager and WMATA.

The developer also agrees to pay the County, at a rate consistent with the County policy in effect at the time of service interruption, for parking meters taken out of service to accommodate temporary bus relocation resulting from construction activities for this site plan.

Pedestrian Safety Measures

- 80. Developer agrees to recess the garage control devices to allow vehicles to queue inside the garage structure, install convex mirrors at all garage, loading entrances and exits. Developer agrees to create a safety zone (shy zone) at garage entrances as shown on plans. Additionally, developer will provide pedestrian refuge zones between vehicular openings, tactile warning strips, contrasting surface treatments as shown on the Plans, as approved by the County Manager.

Curbside Management Plan

- 81. The developer agrees to coordinate with County staff to develop a curbside management plan for the site. The curbside management may include locations for metered spaces, a taxi stand, bus stops, paratransit spaces, short-term parking and car-sharing spaces. This plan shall be submitted for review and approval by the County Manager.

Coordination of Streetscape

82. Prior to filing its application for the first building permit, the developer agrees upon request from the County Manager to coordinate with County staff, Rosslyn Renaissance, and adjacent property owners on streetscape items such as street trees, street furniture, lighting, etc. Any change in such streetscape items requested by Arlington County and agreed to by developer shall be approved by Administrative Change.

Rooftop Lighting

83. The developer agrees that the lighting design for the office building top shall conceal all views of direct lamp sources and will keep all light directed onto architectural surfaces within the confines of the building envelope. No direct light will leave the building envelope and be allowed into the night sky. The amount of lighting of public spaces in the upper floors and penthouse areas that is seen directly or indirectly (the illumination of interior surfaces perceived from a distance (for example from the Kennedy Center Roof Terrace) shall not exceed .9 times the luminance (measured in candelas/square meters with a meter using an acceptance angle of 1 degree) of the Monuments within the Federal Triangle as viewed and measured from the same location.

The developer agrees to participate in the LIGHT UP ROSSLYN program. Lighting shall be consistent with the existing lighting standards utilized by all other buildings within Rosslyn and with all applicable laws and ordinances. Lighting shall be installed on each building in up to two locations, subject to consultation with Rosslyn Renaissance or the Rosslyn BID operator and the County Manager: 1) at the highest point possible and practicable; and/or 2) at a lower level for pedestrian viewing.

North Moore Street Improvements

84. The developer agrees to submit plans to the County Manager detailing the proposed improvements to N. Moore Street, as generally shown on the plans dated December 5, 2007, valued at \$1,200,000, prior to the issuance of the Excavation/Sheeting and Shoring Permit. By way of illustration and not limitation, these improvements include:

- a. A 35-foot wide mid-block crosswalk flush with curb, with a gradual descent tapering back to street grade over approximately 24-feet to the north and to the south (collectively referred to herein as the “mid-block crosswalk”).
- b. Alternative paving patterns and colors on roadway and/or sidewalks.
- c. Alternative bus shelters.

The value of the improvements referenced above may be modified as mutually agreed upon by the developer and the County so long as the total cost of all improvements listed in this condition and Condition #85 shall not exceed \$3,482,000, exclusive of the \$500,000 for the Rosslyn Transit Store identified in Condition #86.

In the event that the developer receives approval from the County Manager of such plans in writing within 180 days of the dates of submission of such plans, the developer agrees to install and construct improvements to North Moore Street prior to the issuance of the Certificate of Occupancy for the top floor of the office building.

The developer also agrees to do the following:

- d. Maintain upgrades and finishes beyond the County standard finishes of the sidewalk and

streetscape on the western side of N. Moore Street between 19th Street North and Wilson Boulevard and the mid-block crosswalk on N. Moore Street, as defined in subsection a. above.

- e. The developer will keep the mid-block crosswalk and other streetscape improvements in good working order and repair any damages within a satisfactory time while maintaining bus and Metro operations.
- f. Provide written notice to Arlington County’s Division of Transportation of any crosswalk and sidewalk repairs.
- g. Coordinate any repairs with the County and WMATA to reduce schedule conflicts.

In the event that the developer does not receive in writing from the County Manager the approval or receives a denial of such plans within 180 days of the date of submission of such plans, the developer agrees to provide a contribution in the amount of \$1,200,000 toward the future design and construction of improvements (by others) of any of the improvements listed in this condition and/or Condition #85 prior to the issuance of the Certificate of Occupancy for the top floor of the office building and this condition shall be fully satisfied.

Metro Station and Fort Myer Drive Improvements

85. The developer agrees to submit plans to the County Manager and the Washington Metropolitan Area Transit Authority (WMATA) detailing the proposed improvements to Rosslyn Metro Station and Fort Myer Drive, valued at \$2,282,000, as generally shown on the plans prepared by dated December 5, 2007, prior to the issuance of the Excavation/Sheeting and Shoring permit. By way of illustration and not limitation, these improvements include:

- a. ADA-accessible entrance on Fort Myer Drive and ramp into station
- b. Location of approximately 1,000 square foot Rosslyn Transit Store
- c. Additional lighting on the station mezzanine
- d. New tile flooring
- e. Bus/train schedule information boards
- f. Bus waiting area seating near entrance on N. Moore Street
- g. Provide a public pass through near the SE corner of the 1812 N. Moore St. lobby that will provide passage between the 1812 lobby and the Metro Station.
- h. Ensure that the 1812 N. Moore St. building’s southern exterior party wall adjacent to the north wall of the Metro station is not blank. The applicant agrees to put an aesthetic feature or surface on the 1812 N. Moore St.’s southern exterior wall to help animate the wall for people passing by on N. Moore St.
- i. Preservation and relocation of the existing art located on the Ft. Myer Dr. wall of the Metro Station.
- j. Improvements and architectural upgrades to the existing skybridge.
- k. Provide additional daylighting by adding transparent panels along the Fort Myer Dr. Metro Station façade.

The value of the improvements listed above may be modified as mutually agreed upon by the developer and County so long as the total cost of all improvements specified in this condition and Condition #84 shall not exceed \$3,482,000, exclusive of the \$500,000 for the Rosslyn Transit Store identified in Condition #86.

In the event that the developer receives approval from the County Manager and WMATA of such plans in writing within 180 days of the dates of submission of such plans, the developer agrees to install and construct improvements to Rosslyn Metro Station prior to the issuance of

the Certificate of Occupancy for the top floor of the office building.

In the event that the developer does not receive in writing from the County Manager or WMATA the approval or receives a denial of such plans within 180 days of the date of submission of such plans, the developer agrees to provide a contribution in the amount of \$2,282,000 toward the future design and construction of improvements (by others) of any of the improvements listed in this condition and/or Condition #84 prior to the issuance of the Certificate of Occupancy for the top floor of the office building and this condition shall be fully satisfied.

Rosslyn Transit Store

86. Pursuant to Condition #85 above, the developer agrees to coordinate with the County to design and construct a Transit Store between 900 s.f. and 1,000 s.f. in size as part of the Rosslyn Metro Station Improvements.

In the event that the developer does not receive in writing from the County Manager or WMATA the approval or received a denial of the plans as detailed in Condition #85, the developer agrees to provide a contribution in the amount of \$500,000 toward the design and construction of the Rosslyn Transit Store. The developer and the County may mutually agree to continue to seek approval from WMATA to locate the Transit Store within the Rosslyn Metro Station for an additional 120 days.

In the event that the developer and County do not mutually agree to continue to seek approval or approval is not received from WMATA to locate the Transit Store within the Rosslyn Metro Station, the developer agrees to provide approximately 1,000 s.f. of accessible and visible space within the 1812 N. Moore Street office building lobby for the Rosslyn Transit Store. The Transit Store space shall neither replace nor reduce the retail space along N. Moore Street.

87. **Through Block Connection / Public Use and Access Easements**

The developer agrees to grant, by Deed of Easement, a permanent public use and access easement (“Easement”) on the surface only, to the County Board of Arlington County providing for 24-hour a day, seven days a week, public use and access (including by way of illustration and not limitation public pedestrian use, access and passage) over, across and through the direct connection between the Ft. Myer Dr. level (upper lobby) entrance and the N. Moore St. level (lower lobby) entrance, which connection consists of approximately 3,350 s.f., as generally shown on the A-203 and A-204 plan sheets dated December 5, 2007 (“Easement Area”). Such Easement shall be a surface easement only and shall not preclude the installation of any improvements authorized by this site plan that may be located below or above the Easement Area, such as a parking garage, or on the upper floors of the office building that is the subject of these conditions. Moreover, such Easement shall permit other improvements or fixtures within the easement area, including but not limited to escalators, elevators, seating or other architectural features, as long as such improvements or fixtures do not unreasonably interfere with the use and access of the public through the Easement Area. The final location and size of the Easement Area may change with the preparation of the final building plans, as approved by the County Manager if he finds that the changes still permit access for the public between the two entrances. The Easement shall be granted by deed, acceptable in substance to the County Manager, and acceptable in form to the County Attorney, which deed be recorded by the developer among the land records of the Clerk of the Circuit Court of Arlington County prior to the issuance of the first Certificate of Occupancy for the building, or any portion thereof, that is the subject of this site plan.

The Deed of Easement shall provide, among other things, that:

A) The developer shall be responsible, at his sole cost and expense, for the continued care and cleaning, maintenance, repair, replacement and installation of the Easement Areas and any improvements or facilities located thereon, therein or thereunder, including, but not limited to escalators, elevators, lighting, steps or staircases, signage, trash receptacles, underground garage, seating or other decorative or architectural features.

B) The developer shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, agents and contractors from all liability, personal injury, death, claims, damages, losses, costs and expenses, of whatsoever nature, concerning or arising out of the design, construction, installation, repair, maintenance, replacement, removal, care and cleaning, regulation, use and security of the Easement Area, or any feature, structure or facility therein or thereunder by the developer and use thereof by the public-at-large, the developer, and others.

C) The developer shall, at all terms during the term of the Easement, maintain comprehensive liability insurance for the Easement Area, naming the County Board, its elected and appointed officials, officers, employees, agents and contractors, as additional insureds, in the initial coverage amount of not less than 1 million dollars per occurrence and not less than 2 million dollars, annual aggregate. The County Manager, in his sole discretion, can require an increase in the amount of comprehensive liability insurance, by prior written notice to the developer.

The developer further agrees to design the through block connection to have a public appearance, including, but not limited to, attractive street level entrances on N. Moore Street and Fort Myer Drive, adequate signage, a connection to the Metro Station pending final approval by WMATA and/or café seating. In addition, the developer agrees to coordinate with the County and Rosslyn Renaissance as to the appropriate programming of the southern wall in the through block connection.

ADA Meetings with Staff

88. The developer agrees to meet with CPHD and DES staff, once after the submission of the building permit drawings but prior to the commencement of construction and once after construction to review ADA accessible measures that are being proposed or have been constructed.

In addition to the regulations and requirements established by ADA Federal law, the developer agrees that all lobby entrances shall include proximity sensors (or other comparable technology) and that an open glass elevator shall be included in the lobby, as shown on the plans dated December 5, 2007 and approved by the County Board on December 15, 2007.

89. **Project Vacations and Encroachments**

On or before the earlier of: 1) December 15, 2010; 2) the issuance of any Excavation/Sheeting and Shoring Permit(s); or 3) any permit(s) to work in the County right-of-way; and in addition to any other conditions contained herein, the developer agrees to apply for and obtain enactment of the following ordinances of vacation and/or encroachments:

- a. Vacation of a portion of an easement for public street and utilities purposes along North Moore Street (Deed Book 2002 Page 851) to permit the construction of the proposed building.

- b. Encroachment of architectural overhangs within an easement for public street and utilities purposes along North Moore Street (Deed Book 2002 Page 851).
- c. Encroachment of an existing building, architectural treatment of the façade and architectural overhangs within an easement for public street, sidewalk, curb and gutter along 19th Street North and North Moore Street (Deed Book 1586, Page 128).
- d. Any other ordinance(s) of encroachment or vacation required for the developer to construct the project referenced in Condition #1 as shown on final site engineering plans approved by the County.

The developer agrees to comply with all terms and conditions of such ordinances by the dates or deadlines set forth therein. The developer agrees that the aggregate value of the property interests to be vacated or encroached as listed in subsections a, b and c above, is not less than \$131,010.90.

If the site plan is amended by the County Board, then the developer agrees to submit and obtain, on or before the earlier of: 1) December 15, 2010; 2) the issuance of any Excavation/Sheeting and Shoring Permit(s); or 3) any permit(s) to work in the County right-of-way, enactment of all ordinances of vacation and encroachment necessary to construct the project as depicted on the amended site plan, according to the final approved site engineering plans.

Community Benefits

- 90. The Community Benefits shall be as set forth in a letter from Monday Properties, Inc. dated December 5, 2007 and as outlined in Attachment C.

91. Building Height

The developer agrees that the highest point on its building shall be at an elevation of not more than 470 feet above sea level.

92. Newseum Space

Prior to the issuance of an Excavation/Sheeting & Shoring Permit for any portion of the properties included in this site plan, the Developer shall execute, deliver to the County Manager, and obtain County Board approval of, a Lease Agreement ("Lease") which shall contain, at a minimum, the following terms:

- A. Demised Premises: Approximately 53,826 rentable square feet of space (the Demised Premises") in the Building located at 1101 Wilson Boulevard in Arlington, Virginia. The Demised Premises is further depicted in the floor plans dated November 14, 2007 attached as Exhibit A.
- B. Exclusive Use of Terrace Area: The County shall have exclusive use of the exterior terrace area ("Terrace Area") accessible from the Demised Premises and depicted on Exhibit A. The Terrace Area shall not be included in the calculation of square footage of the Demised Premises for the purposes of determining the County's payment of any rent or a proportionate share of Real Estate Taxes, Operating Expenses or increases in Operating Expenses required by the Lease, and the County shall neither be responsible for the maintenance nor the repair of the Terrace Area.

- C. Initial Lease Term and Renewal Term: Fifteen (15) years commencing the earlier of the date upon which the Lease is executed, or May 1, 2008 and ending no later than April 30, 2023 (the "Initial Term"). Thereafter, provided that the County gives written notice not later than eighteen (18) months prior to the expiration of the Initial Term, the County shall have the right, but not the obligation, to renew the Lease for one (1) additional five (5) year term (the "Renewal Term") under the same terms and conditions as the Initial Term, except Base Rent as hereinafter described. If the Developer and the County have not executed a Lease for the Demised Premises by May 1, 2008, then the Initial Term of any Lease shall begin on the date of the execution thereof and, nevertheless, shall end on April 30, 2023.
- D. Base Rent and Abatement: The base rent for a 16,650 square feet portion of the Demised Premises shall be abated for the full fifteen (15) years of the Initial Lease Term. The base rent for the balance of the Demised Premises (37,176 square feet) shall be determined as follows:
- There will be no base rent for the first 10 years. The base rent for the 11th year will be 33% of the then FMV Rental Rate (as hereafter defined). The base rent for the 12th year will be at 66% of the then FMV Rental Rate. The base rent for the 13th, 14th and 15th years will be at 100% of the then FMV Rental Rate. The "FMV Rental Rate" shall mean the fair market rental rate for the Premises as agreed to by the Developer and the County, and in the event that the parties are unable to agree on the FMV Rental Rate, then the FMV Rental Rate shall be determined by the parties using the "Three Appraiser Method".
- The base rent for the Renewal Term (if exercised) for all of the Demised Premised shall be at 100% of the FMV Rental Rate , for the then existing use of the Demised Premises by the County or its sublessees. If the parties cannot agree to the FMV Rental Rate, then the FMV Rental Rate for such periods shall be determined by the "Three Appraiser Method". The appraisers shall be instructed to take into account that the Demised Premises are comprised of 17,410 square feet of unrestricted space, 19,766 square feet of restricted space ("Restricted Space"), and 16,650 square feet of bonus space ("Bonus Space").
- E. Pass Throughs: The County shall be obligated to pay during each year of the Initial Term and the Renewal Term (to the extent exercised), a proportionate share of real estate taxes ("Real Estate Taxes") and operating expenses ("Operating Expenses") of the Building. Such proportionate share of Real Estate Taxes and Operating Expenses shall be determined by dividing the square footage of the Demised Premises by the total square footage of the entire Building. The County shall have reasonable audit rights.
- F. Operating Expenses: The term "Operating Expenses" as used in the Lease shall not include, among other things: 1) debt service; 2) costs of improvement of common areas; 3) costs of work on space leased to tenants/occupants; 4) costs of capital improvements, alterations or building systems replacements; 5) costs of casualty repairs; 6) costs of any additions to the Building; and 7) costs and expenses solely associated with space leased to other tenants/occupants; except that capital expenditures spent for replacement of building systems serving or benefiting the Demised Premises intended as cost savings in lieu of systems repairs shall be deemed Operating Expenses.
- G. The County shall not, at any time, be obligated to pay any sums as rent, costs, or

expenses, for the right to lease the Demised Premises, or use any portion of the common areas of the Building, unless such obligation is specifically required by the Lease.

- H. County Improvements: The County shall, at its own expense, pay for and perform any and all County improvements in the Demised Premises. The plans and specifications for all planned County improvements shall be subject to the reasonable review and approval of the Developer, which review and approval shall not be unreasonably withheld, conditioned, or delayed. At the end of the Lease Term, the County may, but shall not be required to, remove any County improvements to the Demised Premises, and shall not be required to restore the Demised Premises to its condition prior to the beginning of the Initial Term, except that the County shall restore any slab cuts and other structural changes it may make.
- I. The Developer will ensure that the Demised Premises are free of all hazardous materials, and that all electrical, mechanical, transportation and life safety systems are in working condition prior to the beginning of the Initial Term.
- J. Use: During the Initial Term and the Renewal Term (to the extent exercised), the County shall be permitted to use the Demised Premises for a museum, for other cultural uses, and any related ancillary uses (including, but not limited to food service/cafe) as reasonably approved by the Developer, which approval shall not be unreasonably withheld, conditioned, or delayed. Any other use shall be subject to the approval of the Developer.
- K. Assignment/Subletting: The County shall be entitled to sublet or license up to 100% of the Demised Premises, subject to reasonable review and approval of the Developer, which review and approval shall not be unreasonably withheld, conditioned, or delayed, to persons or entities that the County determines will provide services to the public with or through the County. The County shall not be obligated to share any revenue received by the County from the subletting or licensing of the Demised Premises by such persons or entities.
- L. Fire/Life Safety: The Demised Premises shall be equipped, by the Developer, at Developer's sole cost and expense, with Code compliant, operating smoke detectors, fire alarms and a sprinkler system as of the beginning of the Initial Term and at all other times during the Initial Term and the Renewal Term (if exercised), unless necessitated by physical alterations of the Demised Premises by the County for its specific use.
- M. ADA: The Developer shall provide barrier free accessibility to the common areas and adhere to the requirements of the Americans with Disabilities Act ("ADA") on an ongoing basis as Building modifications are undertaken. The Developer, to the best of its knowledge, represents that the Building common areas currently comply with the ADA. The County, at its sole cost and expense, agrees that any work in the Demised Premises will be done in compliance with ADA requirements.
- N. Signage: The County shall have the right to install interior and exterior signage, at the County's sole cost and expense, including but not limited to procuring any site plan amendments and/or amendments to the approved comprehensive sign plan, subject to reasonable review and approval of the Developer, which review and approval shall not be unreasonably withheld, conditioned, or delayed. The Developer, at the Developer's sole cost and expense, shall provide the County with a reasonable number of lines on the

Building lobby directory for the County and/or its subtenants/licensees.

- O. Parking: The County shall have the right, but not the obligation, to obtain twenty-five (25) monthly parking permits for its employees and contractors in the Building's parking garage, on a reserved or non-reserved basis, at the County's option, at the prevailing monthly rate for other tenants in the Building. Public parking spaces for the use of visitors to the Demised Premises shall be available at market rates to visitors on weekdays from 8:00 AM to 5:00 PM. Such public parking spaces shall be available to visitors at all other times (except between 2:00 AM and 6:00 AM) on weekdays and weekends at no cost to the visitors or to the County.
- P. Non-Disturbance: The County shall be provided with a non-disturbance agreement on a commercially reasonable and recordable form from all current and future mortgagees and ground lessors.
- Q. Utilities and Building Systems: The County shall pay the periodic costs of utilities separately metered to the Demised Premises. The County also shall pay the maintenance and repair costs for the dedicated HVAC system and the escalator located within, and solely serving, the Demised Premises.
- R. Janitorial Costs: The County shall pay for janitorial services, as such services are provided to the Demised Premises by the Developer. Alternatively, at the County's option, the County shall have the right to contract for its own janitorial services, in which event the County shall not pay for such services provided by the Developer for the Demised Premises.
- S. Access: The County shall have access to the Building, the Demised Premises, and the Parking Garage twenty-four (24) hours a day, seven (7) days a week, via an electronic security card system. Additionally, the Developer shall work with the County to establish an acceptable system for providing the County's visitors with after-hours ingress to and egress from the Building, Demised Premises, and the Parking Garage, consistent with the Developer's obligations to provide parking.
- T. Security Deposit: None.
- U. Building Security: The Developer shall provide first class Building perimeter security equipment procedures and systems. The County shall be responsible for security service costs for security systems installed by the County for the Demised Premises.
- V. Default. In the event of a Lease termination by reason of a default by the Developer, the parties agree that the damages to which the County will be entitled shall include the then present value of the sum of the Base Rental Revenue for Spaces A, B, and C, after the effective date of the termination of the Initial Term, as shown in the spreadsheet attached hereto as Exhibit B. In addition, the County also shall be entitled to exercise all remedies available under law to recover all other damages it may be entitled to as a result of the Developer's default.

If the County elects, in its sole discretion, to terminate the Lease prior to the end of the Initial Term, or the County is determined by a court of competent jurisdiction, after all appeals periods have ended, to be in default under the terms of the Lease solely for either:

(i) failure to pay rent or additional rent; or (ii) use of the Demised Premises for a use not authorized or permitted by Subsection J of this Condition or by the Lease, then the Developer shall be entitled to exercise its Conversion Option (as defined in Condition #96). If the Developer elects to so exercise its Conversion Option upon default by the County, then exercise of such conversion shall be the Developer's sole and exclusive remedy for any damages or other recovery arising out of the County's default of the Lease.

- W. Special County Provisions: The Lease Agreement shall include special provisions applicable to the County's status as a County government addressing the following issues: Appropriation of Funds; Role of the County/County Decisions; No Waiver; Sovereign Immunity; Indemnification and Hold Harmless; No Rights in Third Parties; Ratification of Lease by the County; and Recordation.
- X. For the purposes of such Lease, the term "County" shall be construed to include sublessee(s), except to the extent such term applies to the County as a Virginia local government.
- Y. Effective Date. The Lease shall be subject to: acceptability to the County Manager; approval as to form by the County Attorney; and approval by the County Board. Such Lease shall not be effective until it is approved by the County Board, executed by the parties, and the County Board shall have amended Site Plan #89 to include new Conditions #1 & #2 pertaining to the aforesaid lease.

93. **Post-development Site Area**

The applicant agrees that 16,778 s.f. of the total site (60,179 s.f.) area is previously encumbered by public street and utilities easements. The applicant agrees to dedicate in fee, for public street and utilities purposes, 6,506 s.f. of the existing public street and utilities easements ("Dedication Area"), as depicted in Exhibit 3, X-100 of the plan dated December 5, 2007 and labeled "Street Dedication Exhibit." Such Dedication Area shall be granted by deed and in accordance with the provisions of condition # 35 herein. The applicant further agrees that future density for this site would be calculated on the resulting post-development site area of 53,673 s.f., and such development is subject to the approval of a future site plan amendment by the County Board.

94. **Garage and Loading Dock Doors**

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.

Metro Elevator Contribution

95. The developer agrees to contribute \$1,500,000 toward the construction and installation of the new Rosslyn Station Access Improvements (RSAI). By way of illustration and not limitation, these improvements include the construction of three high-speed, high-capacity elevators. The contribution shall be made in two equal payments: \$750,000 paid prior to the issuance of the first Certificate of Occupancy for the office building, and \$750,000 prior to the issuance of the final Certificate of Occupancy for the office building.

96. **Newseum – Conversion Option**

The Developer's Option to Convert Use Restriction ("Conversion Option"): Any time during the last 18 months of the Initial Term, the Developer shall have the right, by delivery of a written notice (the "Notice") to the County Manager, during such period of time, to express its intent to convert the Restricted Space and Bonus Space portions of the Demised Premises to unrestricted use by the Developer ("Conversion Option"). For purposes of this Condition and the Lease, "Use Restriction" or "Restriction" mean the use limitations, but only to the extent applicable to the Demised Premises, previously enacted by the County by Site Plan Amendments to Site Plan #89, which Amendments were enacted by the County on March 20, 1993, April 15, 1993, June 5, 1993, and November 16, 1999. If the Developer exercises the Conversion Option by delivery of such Notice and the County elects to renew the term pursuant to Subparagraph C of Condition 92, then the rent for the Demised Premises shall be the full fair market value, as determined in Subparagraph D of Condition #92 (and the Lease executed pursuant thereto), during the Renewal Term (as such Renewal Term is defined in Subparagraph C of Condition # 92).

The Developer may exercise the Conversion Option by payment from the Developer to the County of the existing full fair market FAR value, as of the date of delivery of the written notice to the County Manager, for unrestricted Class A office space in the Rosslyn - Ballston corridor for the square footage of the Restricted Space and Bonus Space portions of the Demised Premises ("Conversion Option Payment"). If the County and the Developer are unable to agree, within thirty (30) days of the receipt of the Notice by the County Manager ("Negotiation Period"), upon the existing full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor, then such value shall be determined by a "Three Appraiser Method," as follows:

1. Within ten (10) days after the expiration of the thirty (30) day Negotiation Period, each party shall give written notice to the other setting forth the name and address of an Appraiser (as hereinafter defined) selected by such party who has agreed to act in such capacity, to determine the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor. If either party shall fail to select an Appraiser as aforesaid and such failure shall continue for a period of ten (10) days after receipt of written notice from the other party, then the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor shall be determined by the Appraiser selected by the other party.
2. If each party has selected an Appraiser, then each Appraiser shall thereupon independently make his/her determination of the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor within sixty (60) days after the appointment of the second Appraiser. If the two Appraisers' determinations of the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor are within 5% of each other, then the average of such two determinations shall be deemed to be the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor. If the two Appraisers' determinations are not the same, but the higher of such two determinations is more than one hundred five percent (105%) of the lower of them, then the two Appraisers shall jointly appoint a third Appraiser within ten (10) days after the second of the two determinations described above has been rendered. The third Appraiser shall independently make his/her determination of the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor within thirty (30) days after his/her appointment. In such event, the highest and the lowest determinations of value among the three Appraisers shall be disregarded and the remaining determination

shall be deemed to be the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor for the purpose of the exercise of the Conversion Option. Each party shall pay for the cost of its Appraiser and one-half of the cost of the third Appraiser.

Within forty-five (45) days of an agreement on, or a determination of, the existing full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor, the Developer may exercise the Conversion Option by completing the following requirements:

1. The Developer shall prepare and submit to the County a Release of Restrictions and all other necessary documents, which documents shall be subject to the review and approval by the County Manager, or designee, and approval as to form by the County Attorney;
2. The Developer shall make payment to the County of the Conversion Option Payment;
3. The Developer shall pay all applicable fees, including the fees for review, approval and recording of the Release of Restrictions; and
4. The Developer shall record the Release of Restrictions upon satisfaction of the above requirements. The form of such Release, which form is acceptable to the County, shall be attached to the Lease. Such Release of Restrictions shall be effective upon recordation thereof among the land records of Arlington County, Virginia.

If the above requirements are not fully satisfied within such forty-five (45) day period, then the Conversion Option shall terminate automatically, without the requirement for any further acts of the Developer or the County.

If the Developer does not exercise the Conversion Option by delivery of the Notice and payment of the Conversion Option Payment, then at the expiration of the Lease, the Demised Premises shall remain as Bonus Space, Restricted Space, and Unrestricted Space, as provided in Site Plan #89, as amended.

97. Dominion Virginia Power Substation improvements

The developer agrees to clad the substation as generally shown on the plans and renderings presented to the County Board on December 15, 2007, and to incorporate a public art component pursuant to Condition #65 in addition to or in lieu of the cladding provided the purposes of the cladding are achieved. In the event the developer elects to make a contribution to the Public Art Fund in accordance with Condition #65, then the developer shall nonetheless be obligated to complete the foregoing cladding of the substation, and shall ensure that the County is provided reasonable access to the substation site in order to implement a County initiated public art project.