



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of February 23, 2008**

**DATE:** February 15, 2008

- SUBJECTS:** A. GP-314-08-1 GENERAL LAND USE PLAN AMENDMENT for a property known as 800-900 N. Glebe Road [RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019], generally located on the southern part of the block bounded by N. Glebe Road, Wilson Boulevard, N. Wakefield Street, and Fairfax Drive (Bob Peck and Staples Site) from “Service Commercial” (Personal and business services. Generally one to four stories. Maximum 1.5 F.A.R. with special provisions within the Columbia Pike Special Revitalization District.) to “Medium” Office-Apartment-Hotel (up to 2.5 F.A.R. Office Density, up to 115 units/acre Apartment Density, up to 180 units/acre Hotel Density) and addition of Note 23 to specify that buildings in the southwestern and western portion of the site shall consist of residential uses and have maximum heights of 50 feet.
- B. Z-2538-07-1 REZONING from “C-2” Service Commercial-Community Business Districts, “RA8-18” Apartment Dwelling Districts, and “R-5” One-Family Dwelling Districts to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts and “RA8-18” Apartment Dwelling Districts; 800-900 N. Glebe Rd., 4525 Wilson Blvd., 815 N. Woodrow St. (RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019, 14-054-001, -002).
- C. SP #401 SITE PLAN: North Glebe Residential LLC, approx. 415,816 sq ft office, approx. 36,241 sq ft retail, 28 townhouses, 90 high-rise dwelling units, modification of use regulations for density; below grade exclusions from gfa; 800-900 N. Glebe Rd., 4525 Wilson Blvd., 815 N. Woodrow St. (RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019, 14-054-001, -002).

**Applicant:**

North Glebe Residential, LLC

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

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

Staff: Lisa Maher and Anthony Fusarelli, DCPHD, Planning Division  
Adam Denton and Jennifer Fioretti, DES, Division of Transportation  
David Cristeal and Betts Abel, DCPHD, Planning Division

PLA-4880

**By:**

Nan Walsh, Attorney  
Walsh, Colucci, Lubeley, Emrich & Walsh, P.C.  
2200 Clarendon Boulevard, 13<sup>th</sup> Floor  
Arlington, Virginia 22201

**C.M. RECOMMENDATIONS:**

1. Adopt the attached resolution to approve the General Land Use Plan amendments to change the designation of the Property from “Service Commercial” to “Medium” Office-Apartment-Hotel, and to add Note 23 to specify that buildings in the southwestern and western portion of the site shall consist of residential uses and have maximum heights of 50 feet;
2. Adopt the attached resolution to approve the rezoning request from “C-2” Service Commercial-Community Business Districts, “RA8-18” Apartment Dwelling Districts, and “R-5” One-Family Dwelling Districts to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts and “RA8-18” Apartment Dwelling Districts; for properties located at 800-900 N. Glebe Rd., 4525 Wilson Blvd., 815 N. Woodrow St., which are identified in the County Record as RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019, 14-054-001, -002.
3. Approve the site plan request, with conceptual approval of the “AHC Building”, with modification of use regulations for density and below grade exclusions from GFA, subject to the conditions in the staff report.

- ISSUES:**
- 1) Is the proposed General Land Use Plan designation appropriate for the site?
  - 2) Does the proposal provide an appropriate form of development for the site, including maximum heights and tapering?
  - 3) Is the architectural design of the proposed buildings, and their relationships within the site and to adjacent sites, appropriate?
  - 4) Does the proposed new 90-unit affordable housing component meet County affordable housing goals and justify the applicant’s request for bonus density?
  - 5) Should the existing Bob Peck dealer showroom be preserved as historically significant?

**SUMMARY:** The proposed site plan presents an opportunity to achieve a number of important County goals. The subject site, located on the west side of Glebe Road in the Bluemont neighborhood, is the only redevelopment site in the Ballston Metro Station Area to remain unplanned. Staff, the applicant, the Site Plan Review Committee (SPRC), and the community have worked to establish a development framework for the site and to accommodate all the various, and sometimes conflicting, needs and desires for this site into the proposed site plan in a way that conforms, as much as possible, to the

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development framework, while mitigating the impacts of redevelopment. Challenges have included the need for this site to achieve the transition from the core of Ballston to the low-scale adjacent neighborhood, both in terms of intensity and design. Given the limited guidance the *Ballston Sector Plan* provides for this site, the proposed General Land Use Plan (GLUP) note would supplement the proposed GLUP designation change from “Service Commercial” to “Medium” Office-Apartment-Hotel and further clarify the parameters of this transition by requiring that there be lower heights and restricted uses adjacent to “Low-Medium” Residential areas that abut the site.

The proposed site plan, which consists of two office buildings along Glebe Road, with a four-story apartment building and townhouse uses proposed to the west, achieves a transition from the uses, densities, and building heights in the core of Ballston to those of the lower-scale residential uses in adjacent Bluemont. Major benefits of the project would include a 90-unit affordable housing project and a new block of Ninth Street North to break up the large east block, channel site traffic, and provide for service entrances off the main streets. Other proposed on-site and off-site improvements include traffic signals, new crossings, new and improved streetscape, open spaces, and pathways to mitigate the impacts of the vehicular traffic that would be generated by redevelopment of this site and to provide convenient pedestrian routes to and through the site. The proposed site plan meets most goals for the site and is generally consistent with the development framework established for the site by the SPRC, the community, and staff. Proposed density and height are mitigated by placing the bulk of the project along the eastern portion of the site, along Glebe Road, and providing building tapering toward the Bluemont community. The applicant has agreed to a number of measures to mitigate the project’s impacts on the immediate community, mostly by means of pedestrian and vehicular improvements and a strong transportation demand management program. In addition, the project provides benefits to the County as a whole, through substantial affordable housing and environmental sustainability components, and by accommodating a research facility for Virginia Tech Foundation on the site, which would leverage other scientific and technical resources in Ballston. The applicant continues to work on final revisions to the architectural design of the two proposed office buildings based on community, staff, SPRC, and Planning Commission comments.

Overall, staff supports the mixed-use project. The design of the AHC building has lagged behind the rest of the project, since it was the last component added. For this reason, staff recommends approving the major elements of this building in concept and requiring a site plan amendment to approve the final details. Staff recommends that the County Board approve the attached GLUP amendment resolution, the attached rezoning resolution, and the proposed site plan, with conceptual approval of the “AHC Building”, subject to the attached conditions.

**BACKGROUND:** The site is 210,167 square feet (4.82 acres) in an “L” shape, comprising the roughly rectangular northwest corner of North Glebe Road and Wilson Boulevard (3.93 acres—the east block”) and the southern portion of the block between North Wakefield and Woodrow Streets on the north side of Wilson Boulevard (0.90 acres—the “west block”). The site has a mix of commercial and residential zoning. The

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east block is developed with a former car dealership (Bob Peck), a big box retail store (Staples) along Glebe Road, and with two single family houses on the rear of the block along North Wakefield street. The west block includes an apartment building with 21 units and a triplex structure, owned by the Arlington Housing Corporation (AHC). All development on the site, to date, has been by-right.

The original site plan proposal included only the east block and included two office buildings along Glebe Road and 28 townhouse units fronting Wakefield Street. County staff identified an opportunity to achieve significant affordable housing with this site plan proposal by incorporating the west block into the site, enabling AHC to build a new, larger apartment building on the southern end of Wakefield Street on the east block, while the townhouses originally shown in that location would be built on the west block. The applicant revised the site plan to include this concept.

Since the east block had not been replanned during the original Ballston Sector Plan process, but rather had been set aside for later planning that never occurred, the Site Plan Review Committee (SPRC) began its work on this site and project with two meetings in January and February 2007, and a follow-up meeting in October 2007, devoted to creating a land use and development framework for the site by which to evaluate the site plan.

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

Site: The east block of the site is developed with a vacant car dealership and a big box retail store along Glebe Road and Wilson Boulevard, as well as with two vacant single family houses on North Wakefield Street. The west block has a 21-unit apartment building and a three-unit residential building.

- To the north: 950 Glebe Road (the Regent)—a 12-story office building with ground floor retail, and single family houses between North Wakefield and North Woodrow Streets.
- To the west: Single-family houses on the west side of North Wakefield and Woodrow Streets.
- To the east: The Arlington Gateway site plan (mainly the Westin Hotel).
- To the south: A car dealer, funeral home, and townhouses.

Zoning: The bulk of the east block (3.00 acres) is zoned “C-2” Service Commercial—Community Business Districts. Nearly one-quarter of the site, a 0.86 acre rectangle at the northwest of the site, is zoned “R-5” One-Family, Restricted Two-Family Dwelling Districts. A small north-south oriented sliver along the western edge of the site (0.07 acres) is zoned “RA8-18” Apartment Dwelling Districts. The west block is zoned mostly “RA8-18” (0.74 acres) with one parcel zoned “R-5” (0.16 acres).

Land Use: The General Land Use Plan designation of the east block is “Service Commercial”, and on the west block is “Low-Medium” Residential.

Neighborhood: The site is located within the Bluemont Civic Association. The Ballston-Virginia Square Civic Association is located across North Glebe Road to the east of the site. The Ashton Heights Civic Association begins immediately to the southeast of the site.

**Proposed Development:**

**GLUP Amendment:** The applicant proposes to amend the General Land Use Plan designation of the east block from “Service Commercial” to “Medium” Office-Apartment-Hotel. The County Board authorized advertisement of this GLUP amendment, with an additional note restricting heights on the west side of the east block (along North Wakefield Street).

	Density Allowed / Typical Use	Maximum Development
<b>EXISTING GLUP</b>		
<b>“Service Commercial”</b> (approx. 170,996 s.f.)	Up to 1.5 FAR; Personal and Business Services. Generally one to four stories.	256,494 s.f.
<b>“Low-Medium” Residential</b> (approx. 39,171 s.f.)	16-36 units per acre;	32.4 residential units
<b>PROPOSED GLUP</b>		
<b>“Medium” Office Apartment-Hotel</b> (approx. 170,996 s.f.)	2.5 FAR (office), up to 115 units/acre (residential), up to 180 units/acre (hotel);	427,490 s.f. (office) or 451 units (residential) or 706 units (hotel);
<b>“Low-Medium” Residential</b> (approx. 39,171 s.f.)	16-36 units per acre;	32.4 residential units

**Rezoning:** The applicant further proposes to rezone the east block from the existing combination of “C-2”, “R-5”, and “RA8-18” districts to the “C-O-2.5” district, to be consistent with the requested GLUP designation, and also proposes to rezone a parcel on the west block from “R-5” to “RA8-18” to be consistent with the existing GLUP designation on the west block.

**The following table sets forth the existing by right development capacity, and the site plan development capacity under the proposed zoning districts using the proposal site area allocations for different uses:**

**Development Potential:**

	<b>Existing</b>	<b>Proposed with Rezoning &amp; Site Plan Request</b>
“C-2”	Site Area: 130,485 s.f. (3.00 acres) 195,727 s.f. (1.5 FAR) commercial	
“R-5”	Site Area: 44,087 s.f. (1.01 acres) 8 residential units (5,000 s.f./unit)	
“RA8-18”	Site Area: 35,595 sf (0.82 acres) 29 residential units (36.3 units/acre)	Site Area: 39,171 s.f. (0.90 acres) 32 residential units (36.3 units/acre)
“C-O-2.5”		Based on site areas allocated for each use in the table below: Commercial: Site Area allocated: 147,360 s.f. Max. development: 368,400.5 s.f. (2.5 FAR) Residential: Site Area allocated: 23,636 s.f. (0.54 acres) Max. development: 62 units (115 units/acre)
Total <sup>1</sup>	Commercial: 195,727 s.f. Residential: 38 units	Commercial: 368,400.5 s.f. Residential: 95 units <sup>2</sup>

**Proposed Development: The table below sets forth the statistical summary for the proposed development:**

<b>General Land Use Plan East Block</b>	<b>“Service Commercial”</b>
<b>General Land Use Plan West Block</b>	<b>“Low-Medium” Residential</b>
<b>Total Site Area</b>	<b>210,167 square feet (4.82 acres)</b>
<b>Existing East Block Total</b>	170,996 s.f. (3.93 acres)
“C-2”	130,485 s.f. (3.00 acres)
“RA8-18”	3,184 s.f. (0.07 acres)
“R-5”	37,327 s.f. (0.86 acres)
<b>Existing West Block Total</b>	39,171 s.f. (0.90 acres)
“RA8-18”	32,411 s.f. (0.74 acres)
“R-5”	6,760 s.f. (0.16 acres)
<b>Proposed:</b>	
“C-O-2.5” (east block)	<b>170,996 square feet (3.93 acres)</b>
“RA8-18” (west block)	<b>39,171 s.f. (0.90 acres)</b>

<sup>1</sup> One additional residential unit could be built on the combined areas in residential zoning, in both the existing and proposed columns, due to rounding down of fractional units within the individual zones.

<sup>2</sup> Total doesn't add exactly due to rounding.

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<b>Density<sup>3</sup></b>	
Site area allocated to Office (“C-O-2.5”)	135,562 s.f. (3.11 acres)
Office Bldg. A	91,287 s.f. (2.10 acres)
Office Bldg. B	44,276 s.f. (1.02 acres)
Site area allocated to Retail (“C-O-2.5”)	11,798 s.f. (0.27 acres)
Site area allocated to Residential (“C-O-2.5”)	23,636 s.f. (0.54 acres)
Site area allocated to Residential (“RA8-18”)	39,171 s.f. (0.90 acres)
<b>Total GFA</b>	<b>514,316 s.f. plus approx. 90,000 s.f. midrise</b>
<b>Office GFA<sup>4</sup></b>	<b>415,816 s.f.</b>
<b>Building A (Corner)</b>	<b>282,989 s.f.</b>
<b>Building B (Mid-block)</b>	<b>132,827 s.f.</b>
<b>Retail GFA</b>	<b>36,241 s.f.</b>
<b>Building A (Corner)</b>	<b>26,292 s.f.</b>
<b>Building B (Mid-block)</b>	<b>9,949 s.f.</b>
<b>Residential GFA</b>	<b>64,756 s.f. plus approx. 90,000 s.f. midrise</b>
<b>Townhouses</b>	<b>64,756 s.f.</b>
<b>Midrise</b>	<b>Approx. 90,000 s.f.</b>
<b>Residential Units Total</b>	<b>118</b>
<b>Townhouses</b>	<b>28</b>
<b>Midrise</b>	<b>90</b>
<b>Site Plan/Bonus Density</b>	
<b>Office Bldg. A Site Plan (2.5 FAR)</b>	<b>228,217.5 s.f.</b>
<b>LEED Bonus (0.35 FAR)</b>	<b>31,950.5 s.f.</b>
<b>Affordable Hsg Bonus (0.25 FAR)</b>	<b>22,821.8 s.f.</b>
<b>Office Bldg. B Site Plan (2.5 FAR)</b>	<b>110,690 s.f.</b>
<b>LEED Bonus (0.25 FAR)</b>	<b>11,069 s.f.</b>
<b>Affordable Hsg Bonus (0.25 FAR)</b>	<b>11,069 s.f.</b>
<b>Retail Bldg. A Site Plan (2.5 FAR)</b>	<b>21,202.5 s.f.</b>
<b>Retail LEED Bonus (0.35 FAR)</b>	<b>2,968.35 s.f.</b>
<b>Retail Affordable Hsg Bonus (0.25 FAR)</b>	<b>2,120.25 s.f.</b>
<b>Retail Bldg. B Site Plan (2.5 FAR)</b>	<b>8,290 s.f.</b>
<b>Retail LEED Bonus (0.25 FAR)</b>	<b>829 s.f.</b>
<b>Retail Affordable Hsg Bonus (0.25 FAR)</b>	<b>829s.f.</b>
<b>Residential Units Total</b>	<b>118 units</b>
<b>East Block Res. Site Plan (115 u/a)</b>	<b>62.4 units</b>
<b>East Block Res. Aff. Hsg. Bonus (25%)</b>	<b>15.6 units</b>
<b>West Block Res. Site Plan (36.3 u/a)</b>	<b>32.6 units</b>

<sup>3</sup> The applicant requests several density bonuses, described in the density section of the table.

<sup>4</sup> The applicant requests 7,131 and 835 s.f. of below grade storage exclusions in Office Buildings A and B, respectively.

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<b>West Block Res. Aff. Hsg. Bonus (25%)</b>	<b>8.1 units</b>
Maximum Permitted Office GFA (w/o bonus)	338,907.5 s.f.
Maximum Permitted Retail GFA (w/o bonus)	29,492.5 s.f.
Maximum Permitted Resid. Units (w/o bonus)	95
“C-O-2.5”	62.4
“RA8-18”	32.6
<b>Total Density</b>	
<b>Office FAR<sup>5</sup></b>	<b>3.067</b>
<b>Bldg. A</b>	<b>3.1</b>
<b>Bldg. B</b>	<b>3.0</b>
<b>Retail FAR<sup>5</sup></b>	<b>3.067</b>
<b>Bldg. A</b>	<b>3.1</b>
<b>Bldg. B</b>	<b>3.0</b>
<b>Residential Units/Acre<sup>6</sup></b>	
“C-O-2.5”	143.75
“RA8-18”	45.375
Max. Permitted Commercial FAR (w/o bonus)	2.5
Max. Permitted Res. U/A (“C-O-2.5”) (w/o bonus)	115
Max. Permitted Res. U/A (“RA8-18”) (w/o bonus)	36.3
<b>Average Site Elevation</b>	
<b>East Block</b>	<b>265.77 ft. ASL</b>
<b>West Block</b>	<b>266.18 ft. ASL</b>
<b>Building Height</b>	
<b>Building A</b>	
<b>Main Roof Elevation</b>	<b>401.25 ft. ASL</b>
<b>Main Roof Height</b>	<b>135.48 ft.</b>
<b>Penthouse Roof Elevation</b>	<b>419.75 ft. ASL</b>
<b>Penthouse Roof Height</b>	<b>153.98 ft.</b>
<b>Stories</b>	<b>10</b>
<b>Building B</b>	
<b>Main Roof Elevation</b>	<b>365.25 ft. ASL</b>
<b>Main Roof Height</b>	<b>99.48 ft.</b>
<b>Penthouse Roof Elevation</b>	<b>385.25 ft. ASL</b>
<b>Penthouse Roof Height</b>	<b>119.48 ft.</b>
<b>Stories</b>	<b>7</b>

<sup>5</sup> Includes bonus requests of and 0.25 FAR from affordable housing plus 0.35 FAR for LEED in Bldg. A and 0.25 FAR for LEED in Bldg. B.

<sup>6</sup> Includes bonus request of 25% for affordable housing.  
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<b>Townhouses</b>	
<b>East Block</b>	
Main Roof Elevation	300.27-302.94 ft. ASL
Main Roof Height <sup>7</sup>	34.5-37.17 ft.
Stories	4
Height from grade (to midpoint of roof)	40.34-42.33 ft.
Height from grade (to peak of roof)	46.85-48.77 ft.
<b>West Block</b>	
Main Roof Elevation	300.87-310.33 ft. ASL
Main Roof Height <sup>7</sup>	38.18-44.15 ft.
Stories	4
Height from grade (to midpoint of roof)	37.87-39.87 ft.
Height from grade (to peak of roof)	44.57-49.87 ft.
<b>Midrise</b>	
Main Roof Elevation	315.0 ft. ASL
Main Roof Height	49.23 ft.
Stories	4
Maximum Height Permitted (Stories)	
Office	12
Residential "C-O-2.5"	16
Residential "RA8-18"	4 stories & 40 ft. by right; 8 stories & 75 ft. by SP
<b>Parking</b>	
<b>Total parking spaces</b>	<b>933 spaces</b>
<b>Office</b>	<b>718 spaces</b>
<b>Retail</b>	<b>64 spaces</b>
<b>Residential Total</b>	<b>151 spaces</b>
Townhouse	62 spaces
Midrise	89 spaces
Required Total Parking (spaces)	
Required Office Parking	717
Required Retail Parking	63
Required Residential Parking Total	164 by right; 152 by site plan
Townhouse	62
Midrise	102 by right; 90 by site plan
<b>Parking Ratio</b>	
<b>Office parking ratio</b>	<b>1 space/579 s.f.</b>
<b>Retail parking ratio</b>	<b>1 space/566 s.f.</b>
<b>Residential parking ratio</b>	
<b>Townhouse</b>	<b>2.21 spaces/unit</b>

<sup>7</sup> Height is measured from average site elevation to the midpoint of a sloped roof. The roof peak is 6 to 10 feet higher.

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<b>Midrise</b>	<b>0.99 spaces/unit</b>
Required Parking Ratio	
Office parking ratio	1 space/580 s.f.
Retail parking ratio	1 space/580 s.f.
Residential parking ratio	
Townhouse	2.2 spaces/unit
Midrise	1.125 sp./unit by right; 1 sp./unit by site plan
<b>Compact Parking Ratio</b>	<b>10.4%</b>
Maximum Permitted Compact Ratio	15%
<b>Percent Coverage East Block</b>	<b>65.9%</b>
<b>Percent Coverage West Block</b>	<b>52.3%</b>
<b>LEED Score</b>	
<b>Building A</b>	<b>34 points (LEED Core &amp; Shell Gold Certification)</b>
<b>Building B</b>	<b>28 points (LEED Core &amp; Shell Silver Certification)</b>
<b>Townhouses</b>	<b>175 Green HomeChoice points</b>
<b>Midrise</b>	<b>200 EarthCraft points</b>

**Density and Uses:** The applicant proposes to construct a mixed-use project with two office buildings, nine townhouse units and 90 mid-rise residential units. A 10-story office building at the corner of Glebe Road and Wilson Boulevard would have 282,989 square feet of office space and 26,292 square feet of ground floor retail space. A seven-story office building mid-block along Glebe Road would have an additional 132,827 square feet of office space and 9,949 square feet of ground floor retail. The proposal also includes an additional 19 townhouse units on the west block.

**Site and Design:** This prominent site would be developed primarily with office uses on the Glebe Road frontage of the site, and would also be developed with residential uses along the western edge of the east block, and on the west block, to serve as a buffer from the commercial development in Ballston to the lower-scale residential development located to the west and southwest of the site. The larger, 10-story building at the corner of Glebe Road and Wilson Boulevard (Building A) would be designed in an irregular rectangular shape, with street walls parallel to Glebe Road and Wilson Boulevard. The southeastern corner of the building would have a rounded corner element that replicates the former Bob Peck car dealership showroom at the ground floor. The major elevation facing Glebe Road would be designed with a three-part undulating glass façade, cantilevering over the glass retail storefront, and wrapping both the north and south corners of the building, with two vertical breaks on Glebe Road. The southernmost glass element of this façade would cantilever beginning at fourth floor and rise to a parapet of 18.5 feet above the roof. The other two glass elements would cantilever beginning at the third floor and end with a standard parapet. All three glass elements would include three-five floors that would curve inward where the element as a whole curves outward. The building would taper along the south (Wilson Boulevard) elevation to seven stories, then to five stories, and finally to three stories at the western edge of the building, even with the adjacent multifamily building. The three-story glass top portion of the taper along

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Wilson Boulevard is also designed in an “S” curve. The top story of the west and north sides of the building would be glass. The remainder of the building beyond the glass portions described is a combination of glass and precast concrete. The building base would be granite. An open space would be provided between Office Building A and the multifamily building to its west.

The mid-block office building along Glebe Road (Building B) would be roughly rectangular, but with an angled and slightly curved east façade that parallels Glebe Road. The facade would be glass curtainwall along Glebe Road and a combination of glass and precast concrete on the other three elevations.

The western portion of the east block, facing North Wakefield Street, would be developed with nine townhouse units on the northern end of the block and with a 90-unit, “U”-shaped four-story apartment building along the southern end of the block, turning the corner along Wilson Boulevard and the new Ninth Street North. The west block would include 19 townhouse units with sticks of units fronting Wilson Boulevard and North Woodrow Streets, and additional stick of units set back from a small open space facing Wakefield Street.

Access and circulation for the east block would be provided by a new block of Ninth Street North, an east-west oriented road (also called “Center Street” in the plans) between the office buildings and would connect Glebe Road and North Wakefield Street. Office Building A would have an entrance from this driveway to a three level parking garage and its own loading spaces. A north-south driveway would run north from Center Street, behind Office Building B, to that building’s parking garage and loading access near the north end of east block. This driveway would also provide access to rear loaded parking for the townhouses behind it on North Wakefield Street. The apartment building would have separate access to the parking garage from Ninth Street North. The townhouses on the west block would have driveway access to their rear loaded garages from North Woodrow Street. Ninth Street North would be designed as a two-way street with parallel parking spaces on the north side of the street.

**LEED Scorecard:** The proposal includes four different environmental sustainability measures and/or scores, for the various phases of the project, comprised of the following:

- Office Building A is proposed to achieve Gold certification with a minimum score of 34 points using the U.S. Green Building Council’s LEED for Core and Shell (LEED-CS) scorecard, in exchange for 0.35 FAR of additional density;
- Office Building B is proposed to achieve Silver certification with a minimum score of 28 points using the LEED for Core and Shell (LEED-CS) scorecard, in exchange for 0.25 FAR of additional density;
- The AHC building would achieve a minimum of 200 points using the EarthCraft<sup>8</sup>

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<sup>8</sup> EarthCraft is a well-respected green home rating system for use with single family homes, and low-mid rise multifamily buildings. It focuses heavily on energy efficiency using Energy Star as the measure for energy efficiency. In addition to having to achieve a minimum level of energy efficiency, many components relate to: recycled and natural materials; durability; waste management; combustion safety; moisture control; ventilation; water efficiency; and resident education. Builders of EarthCraft projects GP-314-08-1, Z-2538-7-1, SP #401 Peck/Staples/Jordan Manor

- green home rating system;
- The townhouses would achieve a minimum of 175 points using the Green Home Choice<sup>9</sup> rating system.

These commitments are detailed in Condition #72, which also establishes bonds to encourage fulfillment of the office building LEED certifications, which are requested in exchange for bonus density.

**Transportation:** Adjacent to the site, North Glebe Road and Wilson Boulevard are classified by the Master Transportation Plan, approved by the County Board in December 2007, as Type B-Primarily Urban Mixed-Use Arterial Streets, North Wakefield and North Woodrow Streets are classified as Residential Local Streets, and the new Ninth Street North will be classified as a Commercial Local Street. Streets within close proximity to the subject developments include Fairfax Drive, which is classified as Type A-Primarily Retail Oriented Mixed-Use Arterial Street and Interstate I-66, a High Occupancy-Incentive Corridor. Interstate 66 runs north of the subject property and can be accessed from Fairfax Drive and North Glebe Road in the west and eastbound directions, respectively.

Trip Generation: A Traffic Impact Analysis (TIA) submitted by the applicant, prepared by Wells & Associates, dated November 26, 2007, assessed the impacts of the development on the adjacent street system. The analysis estimates the following:

- a. The proposed 90 residential unit AHC project at the intersection of Wilson Boulevard and North Wakefield Street is estimated to generate 25 AM peak hour trips and 35 PM peak hour trips.
- b. The proposed 28 townhouses located on the Jordan Manor site and along North Wakefield Street are estimated to generate approximately 11 AM peak hour trips and 13 PM peak hour trips.

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must attend training and join the EarthCraft House program as well as the Energy Star program. The builder must participate in a design review and a walk through inspection with EarthCraft staff to ensure compliance. A final inspection by an EarthCraft House Inspector is also required. Each project must achieve 150 points in the state program (half of which must be in the energy efficiency categories) and must be Energy Star certified through EPA's Energy Star program.

<sup>9</sup> Green Home Choice is Arlington's green home rating system, based on the EarthCraft program, a well-respected green home rating system for use with single family homes, and low-mid rise multifamily buildings. Green Home Choice focuses heavily on energy efficiency using Energy Star as the measure for energy efficiency. In addition to having to achieve a minimum level of energy efficiency, many components relate to: recycled and natural materials; durability; waste management; combustion safety; moisture control; ventilation; water efficiency; and resident education. Builders of Green Home Choice (GHC) projects must use GHC guidelines to design and construct a home that meets the requirements of the program, including a minimum number of credits focused on energy efficiency. The builder must participate in a design review and a walk through inspection with Green Home Choice staff to ensure compliance. A final inspection by an Arlington County's Green Home Choice Building Inspector is also required. Each project must achieve 175 points. Energy Star certification is strongly encouraged, but not required for Green Home Choice certification. The Energy Star certification can be replaced with specific energy efficiency measures.

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- c. The proposed 452,057 square feet of office and retail space for Office Buildings A and B are estimated to generate 418 AM peak hour trips and 464 PM peak hour trips.

Accounting for 50 AM peak hour trips and 110 PM peak hour trips generated by the existing uses on the site today, the net increase of the combined development is estimated to generate 404 new AM peak hour trips and 401 new PM peak hour trips to the road network.

The TIA concludes that construction of the proposed development would increase delays at the study intersections. The signalized intersections would continue to operate at acceptable overall levels of service, while some turning movements would operate at or near capacity at Levels of Service “E” or “F”. Some turning movements at the unsignalized intersection of Wilson Boulevard and North Wakefield Street are forecast to operate at or beyond capacity during peak periods, thus warranting a new traffic signal, which would reduce delays, restore acceptable levels of service, and meet peak hour volume criteria for the installation of a new signal.

The TIA also recommends that a mid-block pedestrian crossing with a refuge island at Ninth Street North be installed that would extend the “Ninth Street Greenway”, an east-west pedestrian corridor, across North Glebe Road. The crosswalk would be purposefully off-set to maximize vehicle storage capacity in both directions and would also eliminate vehicle conflict with pedestrians by allowing vehicles to turn right as pedestrians cross. Staff recommends, and the applicant has agreed, to provide a new pedestrian actuated traffic signal and pedestrian refuge for the proposed at-grade crossing to promote a safe pedestrian crossing, subject to approval of the Virginia Department of Transportation (VDOT).

The proposed TDM measures would reduce office trips by 90 to 108 trips, or approximately 15 percent. The non-auto mode split for the office development was assumed to be 17%, the non-auto mode split for retail, 25%; and for residential uses, 49%.

Site Access: Regional access to 800/900 North Glebe development is provided by I-66, Lee Highway (U.S. Route 29), Arlington Boulevard (U.S. Route 50), and Wilson Boulevard. Local access is provided by North Glebe Road (VA 120) and North Wakefield Street.

The applicant has proposed to provide access to Building A, Building B, the AHC Building, and the townhouses on the east side of North Wakefield Street via a new street, “Ninth Street North.” Proposed access to the Jordan Manor Townhouses (west block) is from a shared driveway off North Wakefield Street. Proposed access to the east entrance of the new Ninth Street North is located at North Glebe Road, north of Wilson Boulevard and would be restricted to right turns in and out of the site. The new Ninth Street North west entrance is located at North Wakefield Street, north of Wilson Boulevard. Staff has requested, and the applicant has agreed per Condition #81, that the applicant will install a

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new traffic signal at the intersection of Wilson Boulevard and North Wakefield Street in order to improve traffic and pedestrian circulation.

The Department of Environmental Services takes traffic counts in the immediate area of the subject site plan as part of its regular traffic counting program. The following table details the all day, non-directional volumes for North Glebe Road, Wilson Boulevard, North Wakefield Street and North Woodrow Street.

**24-Hour Traffic Volumes**

<u>Street</u>	<u>Year</u>	<u>North Bound</u>	<u>South Bound</u>
North Glebe Road	2003	17,254	12,003
North Glebe Road	2004	17,835	17,806
North Glebe Road	2006	N/A	15,262

<u>Street</u>	<u>Year</u>	<u>East Bound</u>	<u>West Bound</u>
Wilson Boulevard	2004	11,448	10,794
Wilson Boulevard	2006	10,530	9,840

<u>Street</u>	<u>Year</u>	<u>North Bound</u>	<u>South Bound</u>
North Wakefield	2007	401	351

<u>Street</u>	<u>Year</u>	<u>North Bound</u>	<u>South Bound</u>
North Woodrow	2007	71	74

Source: Arlington County Department of Environmental Services

Parking: For Office Buildings A and B, the applicant proposes a three-level underground garage with 718 office parking spaces to provide an overall office parking ratio of approximately one space per 579 square feet of GFA. In addition, 64 retail parking spaces would be provided, for a parking ratio of one space per 566 square feet of GFA.

For the AHC Building, the applicant proposes 89 residential parking spaces at 0.99 space per unit. AHC’s experience with parking demand at other comparable developments in Arlington shows occupancy of considerably less than one parking space per unit. AHC’s portion of the project will require separate County Board approval of the final building design and other details. Therefore, staff recommends that parking for this building be conceptually approved in a range of 0.7 to 1.0 space per unit to be maintained as unreserved parking and to provide for visitor parking within the AHC garage. The developer of the building would make the final determination of the total number of spaces. Finally, the townhouses are proposed to have two parking spaces in a garage within each of the 28 units, plus six visitor spaces for the townhouses, for an overall townhouse parking ratio of 2.21 spaces per unit, which meets the standard Zoning Ordinance requirement of 2.2 spaces per unit.

The applicant has agreed to work with Arlington County Parking Management to install

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parking spaces where feasible along the east and west sides of North Glebe Road between Wilson Boulevard and Fairfax Drive.

**Loading Bay and Garage Access:** Access to Office Buildings A and Building B proposed loading docks and below-grade parking garages are provided from Ninth Street North. For Building A, the applicant originally proposed to construct three loading docks. At the request of staff, the applicant has removed one loading dock, resulting in a decrease of loading access points and impact on sidewalks and public spaces. The parking garage and loading dock for the AHC Building are also proposed on Ninth Street North. Staff has requested that the applicant provide for potential future vehicular connectivity between Office Building A and the AHC Building garage through an opening in the shared garage wall.

**Streets and Sidewalks:** The applicant proposes to construct a new private street (Ninth Street North) with public access and two private driveways to provide improved circulation and access to the residential and retail developments.

<b>North Glebe Road Streetscape (west side)</b>		
<b>Existing Street</b>	<b>Existing Clear Sidewalk</b>	<b>Existing Total Sidewalk</b>
Six 11-foot travel lanes, one channelized right turn lane, varying 4-foot raised median.	4-foot wide sidewalk.	8-foot wide sidewalk.
<b>Proposed Street</b>	<b>Proposed Clear Sidewalk</b>	<b>Proposed Total Sidewalk</b>
Five to six 11-foot travel lanes, one channelized right turn lane, varying 4-foot raised median with a varying 20-foot wide pedestrian refuge.	14-foot wide sidewalk.	20-foot wide sidewalk.
<b>Wilson Boulevard Streetscape (north side)</b>		
<b>Existing Street (North Glebe Road to North Wakefield Street)</b>	<b>Existing Clear Sidewalk</b>	<b>Existing Total Sidewalk</b>
Two 12-foot westbound travel lanes and two eastbound travel lanes from 12-feet to 18-feet.	Varying in size with a range from 2.5 feet to 5-feet.	Varying in size with a range from 5-feet to 8-feet.
<b>Proposed Street</b>	<b>Proposed Clear Sidewalk</b>	<b>Proposed Total Sidewalk</b>
Two varying 10-foot to 11-foot westbound travel lanes and two eastbound travel lanes from 10-feet to 12-feet, varying 6-foot median.	Varying in size with a range from 8-feet to 10-feet.	Varying in size with a range from 8-feet to 14.5-feet.
<b>Existing Street (North Wakefield Street to North Woodrow Street)</b>	<b>Existing Clear Sidewalk</b>	<b>Existing Total Sidewalk</b>
Four 10-foot to 10.5-foot travel lanes.	4.5-foot sidewalk.	4.5-foot sidewalk.
<b>Proposed Street</b>	<b>Proposed Clear Sidewalk</b>	<b>Proposed Total Sidewalk</b>
Four 10-foot to 10.5-foot travel lanes.	8-foot sidewalk.	13-foot sidewalk.

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<b>North Wakefield Streetscape</b>		
<b>Existing Street</b>	<b>Existing Clear Sidewalk</b>	<b>Existing Total Sidewalk</b>
Two 10-foot travel lanes, one 6-foot parking lane.	Varying in size with a range from 0-feet to 5-feet on the west side.	Varying in size with a range from 0-feet to 5-feet on the west side.
<b>Proposed Street</b>	<b>Proposed Clear Sidewalk</b>	<b>Proposed Total Sidewalk</b>
Two 10-foot travel lanes, two 7-foot to 8-foot parking lanes.	Varying in size with a range from 5-feet to 6-feet on the east and west side.	Varying in size with a range from 7-feet to 11-feet on the east and west side.
<b>North Woodrow Streetscape</b>		
<b>Existing Street</b>	<b>Existing Clear Sidewalk</b>	<b>Existing Total Sidewalk</b>
Two 10-foot travel lanes, two 8-foot parking lanes.	Two 4-foot sidewalks.	4-feet on the east side and 7-feet on the west side.
<b>Proposed Street</b>	<b>Proposed Clear Sidewalk</b>	<b>Proposed Total Sidewalk</b>
Two 10-foot travel lanes, two 8-foot parking lanes.	6-foot sidewalk on the east side. Existing 4-foot sidewalk on west to remain.	One 11-foot sidewalk on east side. Existing 7-foot sidewalk on west side to remain.
<b>Ninth Street North Streetscape</b>		
<b>Proposed Street</b>	<b>Proposed Clear Sidewalk</b>	<b>Proposed Total Sidewalk</b>
Two 10-foot travel lanes, variable 2-foot to 8-foot pressed pavement median, one 8-foot parking lane.	Two 8-foot sidewalks.	Two 12-foot sidewalks.

**North Glebe Road** currently exists and is planned to continue to operate as a two way, six lane street. It is constructed to an approximately 82-foot wide paved area with off-peak parking on the east side, six travel lanes and one southbound channelized right lane with a varying width of 11-feet to 12-feet wide, and an approximately 4-foot wide concrete median. The applicant proposes construction of an 81-foot wide paved area with the potential of off-peak parking on the west side, 6 travel lanes approximately 11-feet wide, with a varying 4-foot wide median and 20-foot wide pedestrian refuge. The sidewalk is proposed to a minimum 20-feet measured from back of curb which includes 8-inch banding, 5-foot wide tree pits and a minimum 14-foot wide clear sidewalk.

**Wilson Boulevard** currently exists as a two-way, four lane street. From approximately North Wakefield Street to North Glebe Road, Wilson Boulevard is constructed to a 57-foot wide paved area with no parking on either side, three 11-foot travel lanes and one 18-foot wide travel lane in the eastbound direction. Two street configuration options are available for Wilson Boulevard and can be obtained within the proposed site plan curb alignment along the North side of Wilson Boulevard. The first option is to maintain the existing curb alignment, four travel lanes approximately 10-feet wide and a raised concrete median that varies in width. The second option, which is currently under review, will maintain the existing curb alignment, and proposes four travel lanes along with the creation of an additional eastbound left hand turn lane on Wilson Boulevard at the intersection of Glebe Road. This second option, if feasible and approved by the County Manager and the Virginia Department of Transportation, will result in the modification of the proposed median and existing eastbound 18-foot travel lane width. The applicant proposes a minimum 8-foot wide clear sidewalk and an 8-foot wide parking nub on the north side. Where parking is not planned, the sidewalk is proposed to a minimum 14-foot measured from back of curb which includes a 6-foot-6-inch wide

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planting strip and a minimum 8-foot wide clear sidewalk. From approximately North Wakefield Street to North Woodrow Street, Wilson Boulevard currently exists and is planned to continue to operate as a two way, four-lane street within a 41-foot wide paved area with 10-foot travel lanes. The applicant proposes construction of a minimum 8-foot wide clear sidewalk measured from back of curb and an 8-foot wide parking nub on the north side. Where on-street parking is not planned, the applicant proposes a minimum 14-foot wide sidewalk measured from back of curb that includes a 6-foot-6-inch wide planting strip and a minimum 8-foot wide clear sidewalk.

**North Wakefield Street** currently exists and will continue to operate as a two-way street. Existing conditions include a 26-foot wide paved area with 6-foot parking on one side with two 10-foot wide travel lanes. The applicant proposes construction of a 34-foot to 36-foot wide paved area with two 10-foot wide travel lanes and 7-foot to 8-foot parking on both sides. The sidewalk from Wilson Boulevard to approximately Ninth Street North is proposed to be a minimum of 11-feet measured from back of curb, to include a 5-foot wide planting strip and a minimum 6-foot wide clear sidewalk on both sides. The west side of North Wakefield Street from approximately Ninth Street north to the cul-de-sac is proposed to have a minimum 7-foot sidewalk measured from back of curb, to include a 2-foot wide grass utility strip and a minimum 5-foot wide clear sidewalk. The east side from approximately Ninth Street north to the cul-de-sac is proposed to have a minimum 9-foot sidewalk measured from back of curb, to include a 4-foot wide planting strip and a minimum 5-foot wide clear sidewalk.

**North Woodrow Street** currently exists and is planned to continue to operate as a two-way street within a 36-foot wide paved area with two 10-foot wide travel lanes and two 8-foot parking lanes which does not change with this proposal. There are existing 4-foot-6-inches wide clear sidewalks on both sides. The sidewalk on the east side is proposed to a minimum 11-feet measured from the back of curb which includes a 5-foot wide planting strip and a minimum 6-foot clear sidewalk in front of the proposed project.

**Ninth Street North** is a proposed new private two-way street with a public street and sidewalk easement to provide public access and County control. It will be constructed with a variable 27-feet, 6-inches to 37-feet, 6-inches wide paved area with two 10-foot wide travel lanes, a varying 2-foot to 8-foot wide pressed pavement median, and 8-foot wide on-street parking along the north and south side. The applicant proposes 12-foot wide minimum sidewalks on both sides measured from the back of curb, to include 4-foot wide grass strips and 8-foot wide clear sidewalks.

Transportation Management Plan (TMP): Consistent with site plan development and the County's adopted TDM Policy, staff recommends that the developer implement a TDM Plan to encourage reduced single occupancy vehicles (SOV) trips to and from the site. Staff recommends, and the applicant agrees, to implement the TDM strategies that are briefly summarized below and referenced in Condition #51 of the site plan conditions.

- Provide a bus stop and bus shelter at Wilson Boulevard, east of the intersection with Wakefield Street and to provide a bus stop and a bus shelter at the existing bus stop pad at Glebe Road, south of the intersection with Fairfax Drive, which is

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- adjacent to 950 Glebe Road (“The Regent”).
- Provide Transportation Kiosks in the lobby of Building A, Building B and the AHC Building.
  - Maintain an on-site business center for residents who wish to telecommute.
  - Distribute transit information, including a new resident package, to include site-specific transit-related information.
  - Provide a parking management plan including a schematic drawing depicting an area parking plan for all block faces abutting the site.
  - Provide free SmarTrip cards and one-time metro fare media for all new residents and employees.
  - Designate a member of the building management team as Property Transportation Coordinator with responsibilities for completing and coordinating TDM Plan obligations.
  - Provide a contribution toward a pre-paid carsharing program for residents and employees of the site.
  - Conduct three transportation monitoring studies of the site.
  - Provide up to six car sharing spaces.
  - Provide a contribution to Arlington County Commuter Services.
  - Provide reserved spaces for carpools and vanpools.
  - Prohibit all on-street loading.

Public Transit: Public transportation is available near the site. The Ballston Metrorail Station, which is served by the Orange Line, is located across North Glebe Road about 3 ½ blocks from the subject property. A new western entrance to the Ballston Metro Station is proposed near the intersection of Fairfax Drive and North Vermont Street. The Ballston Metro Station is also a major bus node. Routes serving the station area include the: 1B, C, D, E, and Z, 2B, C, and G, 10B, 22A, B, C, and F, 23A and C, 24M, and P, 25A, B, F, and J, and 38B lines. In addition, the ART lines 51 and 52 serve the Ballston Station.

In Condition #85, The applicant has agreed to provide and install a Metro bus stop and bus shelter for Arlington County located on the westbound side of Wilson Boulevard, east of the intersection with North Wakefield Street and has agreed to provide a bus stop and bus shelter off-site on the southbound side of Glebe Road, south of the intersection with Fairfax Drive, which is adjacent to 950 Glebe Road (“The Regent”), to comply in full with the County standards, the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations.

Bicycle Access: The subject site has convenient access to the County’s bike trail system. On-street bicycle lanes are signed north of the site along Fairfax Drive, which extend west providing connections to the Custis Parkway Trail to the north and the Bluemont Junction Trail to the south. On-street bicycle lanes along Fairfax Drive extend east to Rosslyn, which provides connections to the Arlington Boulevard trail to the south and the Key Boulevard trail and Custis Parkway Trail to the north. Consistent with site plan development and the Arlington Bicycle Transportation Plan, the applicant will provide bicycle parking/storage facilities within all of the buildings parking garages as well as

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showers and locker storage facilities for the office tenant employees, per Condition #43.

**Utilities:** Adequate water and sanitary sewer capacity is available to serve the proposed development. The applicant agrees to replace approximately 760-feet of existing 8-inch water main in Wilson Boulevard between North Glebe Road and North Woodrow Street with a new 12-inch water main. The applicant agrees to replace approximately 610-feet of existing 6-inch water main in North Wakefield Street from Wilson Boulevard to the cul-de-sac with a new 8-inch water main. The applicant agrees to replace approximately 220-feet of existing 6-inch water main in North Woodrow Street along the entire site frontage with a new 8-inch water main. The applicant agrees to: abandon all existing water mains being replaced and reconnect all service connections and other appurtenances to the new replacement water main; connect all newly installed townhome water services and water meters to new water mains; and construct all water service connections and water main leading to the new water meters for Office Building A and the AHC Building. These agreements are described in Condition #26.

Per Condition #27, the applicant has agreed to abandon approximately 173 feet of the existing 8-inch sanitary sewer line at the intersection of Wilson Boulevard and Glebe Road as well as 394 feet of existing 8-inch sanitary sewer along Wilson Boulevard and to abandon approximately 727 feet of 10-inch sanitary sewer located in North Glebe Road.

Consistent with site plan development and the Utility Undergrounding Plan, in Condition #5 the applicant agrees to contribute to the Utility Underground Fund in the amount of \$215,676 (\$50,000 x 3.38 acres allocated to commercial use, plus \$1,667 x 28 townhouse units). The applicant will also remove or relocate all existing aerial utility lines along the periphery of the site. The applicant will be required to comply with the new Chesapeake Bay Preservation Ordinance and the Plan of Development requirements, including a Resource Protection Area Delineation (site is not located in a RPA), a Landscape Conservation Plan, a Storm Water Management Plan, and an Erosion and Sediment Control Plan.

Enactment of ordinances of vacation and encroachment is necessary to construct the proposed project. In Condition #14, the applicant agrees to meet the requirements of the ordinances.

## **DISCUSSION:**

**General Land Use Plan and Rezoning:** Located generally in the West Ballston planning area, the subject site includes the last remaining property designated “Service Commercial” in Ballston today, and is one of the few sites in Ballston whose General Land Use Plan (GLUP) designation has not changed substantively since the County’s original GLUP was adopted in 1961. The 1980 *Ballston Sector Plan* did not include specific land use guidance for the site, as the County Board decided to defer approving such recommendations until the completion of the Ball’s Crossing Neighborhood Conservation Plan, which occurred in 1987. Immediately following the adoption of the *Ballston Sector Plan*, increasing development pressure led to a series of requests for individual GLUP amendments in the West Ballston area that incrementally were acted

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upon by the County Board, which began to establish the overall planning policy for this area. Given this history, the requested rezoning and GLUP amendment must be evaluated based on the overall planning context that has evolved over the past 25 years in West Ballston, the development framework established with the community and the SPRC, as well as on the amendments' own merits and in the context of the proposed site plan.

#### Ballston Sector Plan

The 1980 *Ballston Sector Plan* was created to support and update the broad policy of the GLUP and provide a more detailed framework for Ballston's future development. While the *Sector Plan* did not provide specific land use recommendations for the area west of North Glebe Road, it did recognize several planning principles that should be considered. One principle stressed in the *Sector Plan* is the need to provide effective buffers and transitions to preserve and protect existing low-density neighborhoods from planned high-density areas. The *Plan* noted that these transitions could be accomplished through means such as tapered building heights, open space, plantings, topography, and walls, among others. Additionally, the *Sector Plan* identified the ability of the commercial frontage along the west side of North Glebe Road to serve as a transition area between the more intense development planned east of North Glebe Road and the residential neighborhood to the west. Although no specific land use changes were recommended for West Ballston in the *Sector Plan*, these principles were considered with respect to a number of GLUP amendments evaluated in the early 1980s.

#### 1980-1981 General Land Use Plan Amendments

In the two years following the adoption of the *Ballston Sector Plan*, several proposed GLUP amendments were requested in West Ballston and subsequently acted upon by the County Board, despite the *Sector Plan*'s deferral of land use policy guidance for West Ballston until the completion of the neighborhood conservation plan. In December 1980, the area north of Wilson Boulevard and west of North Glebe Road, including the subject site, was the subject of a proposed GLUP amendment requested by a majority of property owners in the area. The proposed amendment was a change in GLUP designation from "Service Commercial" and "Low" Residential to "Medium" Office-Apartment-Hotel. Ultimately, the County Board amended the "Low" Residential area between North Wakefield Street and Lubber Run (approximately midway between North Woodrow and Abingdon Streets) to "Low Medium" Residential, primarily to encourage townhouse development and to reinforce the tapering of densities from the North Glebe Road commercial frontage to retain the predominantly residential character of the area to the immediate west. This effectively established the transition area between Ballston and the single family neighborhoods to the west. The designation of the "Service Commercial" portion between North Wakefield Street and North Glebe Road was not changed at that time. A series of other GLUP amendments approved by the County Board in 1980 and 1981 effectively reinforced the concept of a definitive transition area between commercial frontage and abutting residential along much of North Glebe Road in Ballston.

#### Compatibility with Surrounding Uses

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The “Service Commercial” portion of the subject site is the only remaining area in Ballston with this GLUP designation, which permits a 1.5 Floor Area Ratio (FAR) for by-right commercial development. The portion of the subject site under consideration for a designation change to “Medium” Office-Apartment-Hotel is currently bordered on the north by The Regent office building property (SP #331), which is also designated “Medium” Office-Apartment-Hotel. The area west of North Wakefield Street is designated “Low-Medium” Residential (16-36 units/acre), and the area south of Wilson Boulevard is designated both “High-Medium” Residential Mixed Use (up to 3.24 FAR) and “Low-Medium” Residential. The area east of North Glebe Road across from the site is currently designated “Coordinated Mixed Use Development District” (up to 6.0 FAR with office not more than 3.0 FAR). Given the surrounding GLUP designations, the proposed “Medium” Office-Apartment-Hotel designation for the subject site would permit a density in the range of what is permitted on properties surrounding the site.

#### Development Form

The evaluation of the proposed site plan application is integral to the analysis of the requested GLUP amendment, particularly as it relates to ensuring an appropriate and effective transition between commercial uses along North Glebe Road and the residential neighborhood to the west. Given the planning principle that has evolved over time regarding the role of this area as a transition zone, staff recommends that any proposed site layout would include appropriate form and massing characteristics that effectively taper heights down to low-rise residential neighborhoods. Given the existing conditions and GLUP designations of “Low-Medium” Residential to the west and southwest of the site, staff would look for a project that proposes heights in the western and southwestern site areas comparable to townhouse or similar building forms in order to respect and reinforce the transition to the surrounding areas with “Low-Medium” Residential GLUP designations, as well as existing single-family neighborhoods. At the same time, this would allow for the siting of office buildings in the eastern portion of the site, in order to retain the commercial character along North Glebe Road and complete the transition in density and height up to the higher density development in the “Coordinated Mixed-Use Development District” across North Glebe Road from the site. The “Medium” Office-Apartment-Hotel GLUP designation and the accompanying zoning districts can yield a site plan with a compatible form of development that would provide a project that supports the principle of maintaining this area as an effective transition between higher and lower density districts.

#### Proposed GLUP Note on Heights and Uses

In order to guide the coordinated redevelopment of the subject area with the existing and planned low-rise residential neighborhoods abutting the site, staff also proposes a GLUP amendment to add a new Note 23 to establish recommended building uses and maximum heights for the western and southwestern portions of the site. The intent of this new Note 23 is to ensure a harmonious transition between any commercial development along North Glebe Road and the surrounding lower density residential areas, and to reinforce the creation of this transition through limited building heights and residential uses in these areas. Therefore, staff proposes that a new Note 23 be placed on the GLUP that states:

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“23. Within the area shown as "Medium" Office-Apartment-Hotel, in order to provide an appropriate transition to adjacent residential neighborhoods, buildings on the southwest and western portions of the site shall consist of residential uses and have maximum heights of 50 feet.

#### Consideration of Other GLUP/Zoning Options

Through the Site Plan Review Committee (SPRC) process, staff was asked to examine a potential split GLUP designation for the site area between North Glebe Road and North Wakefield Street. This potential alternative involved a “Medium” Office-Apartment-Hotel designation on generally the eastern two-thirds of the block with a “Low-Medium”- or “Medium” Residential designation on the western one-third of the site. Upon further analysis, staff identified key factors that would not support a split GLUP designation in this location. Principally, when the GLUP designation of the area west of North Wakefield Street was changed in 1980 from “Low” Residential to “Low-Medium” Residential (which permits 16-36 units per acre), this established the one or two blocks west of Wakefield Street as the transitional area between commercial development along North Glebe Road and the low density residential neighborhood west of Lubber Run. With this framework, the proposed GLUP change for the eastern block of this site to “Medium” Office-Apartment-Hotel would establish the western terminus of mixed-use medium-density uses along Wilson Boulevard in Ballston and provide an appropriate transition with the “Low-Medium” Residential area west of Wakefield Street. A lower-density GLUP designation and zoning district on a portion of the site would require reduction of the overall project density, which staff would not recommend, since the project fits on the site and the proposed density supports important community benefits that would be lost if the density were reduced. Finally, the proposed new GLUP note that reinforces the recommended transition by specifying lower heights and only residential uses along the edge of this transition would make a split-GLUP designation, and therefore lower overall project density, unnecessary.

Development Framework: As discussed above, the east block had not been replanned during the Metro planning efforts of the 1970s or as part of the *Ballston Sector Plan*. The west side of Glebe Road south of Wilson Boulevard was replanned pursuant to a study of that area, and individual sites on the west side of Glebe Road were replanned with individual site plans that included GLUP amendments. The subject site is the only site left in the *Ballston Sector Plan* area not to have been replanned, although its history made clear the County’s intention to do so. In order to adequately evaluate the site plan request, staff and the Site Plan Review Committee (SPRC) needed a vision of how the site should be developed. Therefore, prior to reviewing the site plan, staff led the SPRC through a detailed history of planning around the site, presented several potential redevelopment scenarios, and the SPRC held detailed discussions of a development framework for the site by which to evaluate the proposal.

The following major concepts appeared to be the general consensus for redevelopment on the east block:

- The subject site needs to provide a transition from building heights and densities

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- in the core of Ballston down to those in the lower density residential neighborhood to the west and southwest of the site;
- Residential uses at townhouse-scale heights (approximately 45 feet maximum) were appropriate along North Wakefield Street and the western portion of Wilson Boulevard;
  - There was no preference as to the uses (office vs. residential) along Glebe Road;
  - An east-west road through the site, with the eastern end approximately across from the Arlington Gateway entrance, could be warranted based on future increases in traffic due to site and area development, as long as appropriate traffic calming measures are implemented to discourage cut-through traffic, including a traffic signal at the intersection of Wilson Boulevard and North Wakefield Street.
  - There was strong support for a signalized mid-block pedestrian crossing across Glebe Road.
  - Attention should be paid to the view corridor looking at the site from the west along Wilson Boulevard and from the residential blocks off of Wilson Boulevard.

The following additional important concepts were discussed, but no consensus was reached:

- The full range of maximum building heights along Glebe Road mentioned ran from 90 to 135 feet along Glebe Road.
- Some participants preferred heights along Glebe Road to taper down from the Regent Building located north of the site, at 12 stories, down to the maximum of 95 feet that could be realized on the Mazda site located south of the subject site and Wilson Boulevard. That would mean that of two buildings developed on the site along Glebe Road, the northernmost one should be the tallest, and the one at the corner of Glebe Road and Wilson Boulevard should be shorter. Others preferred the opposite concept, that the building at the corner of Glebe Road and Wilson Boulevard should be tallest, 1) to frame the large intersection, 2) to provide a more prominent structure at the western end of the Ballston redevelopment area, since an angle in Wilson Boulevard centers this building in the view corridor looking directly along Wilson Boulevard from the east, and 3) to place the greatest height at a distance farther from low density development to the west.
- The tops of the tallest buildings east of Glebe Road should be seen over development on the subject site, with specific mention being made of heights falling approximately at or below a line drawn from the townhouse height to below the top two floors of the Westin and NRECA buildings located on the east side of Glebe Road.

Among the non-consensus views, staff's position is that along Glebe Road, the corner building should be the tallest, both to frame the expanse of the Glebe/Wilson intersection and to push more height away from the low-scale neighborhood to the south and west of the site, since Glebe Road angles to the east near Wilson Boulevard—away from the neighborhood. Other than its distance from the subject site, the Westin Hotel, which is the building that would be seen from Wilson Boulevard over redevelopment of the site at

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lower heights, does not present any striking architectural features. Staff's recommendation is that tapering and high quality architectural design of both the corner office building and its mechanical penthouse, would mitigate the impact of the building height up to the high end of the range discussed.

Site Layout: The proposed project provides a site layout that is consistent with the development framework. Office buildings would line Glebe Road, with four story residential development along North Wakefield Street and the western end of Wilson Boulevard on the east block. In addition, the townhouses proposed for the west block would be consistent with the tapering concept historically envisioned for this area, as well as with the west block's existing GLUP designation. A new block of Ninth Street North, which is the most effective way of collecting and circulating traffic to mitigate impacts of traffic generation from the project on surrounding streets, would also break up the large east block. All site access to the east block would be from Ninth Street North, eliminating several existing curb cuts. All access from the west block would be to North Wakefield Street, which would also minimize the impact of west block traffic due to the proposed traffic signal at the corner of North Wakefield Street and Wilson Boulevard. The office building frontages along Glebe Road and Wilson Boulevard would be designed as fronts, as would the Ninth Street frontage of Office Building B. Rear loaded garages would result in all 28 townhouses designed with pedestrian-oriented fronts along the public streets. The AHC building would provide a major entrance at the corner of Wilson Boulevard and North Wakefield Street and individual ground floor residential unit entrances along both of these streets as well. A secondary entrance on Ninth Street North would provide pedestrian access in the direction of the Ballston Metro Station.

Building Heights and Massing: The proposed building heights are within some of the consensus views of the development framework. The residential buildings, all at approximately 45 feet, meet the heights desired at the west and southwest of the site. Office Building B, at 99 feet, is within the maximum heights generally favored by all participants in the planning process. The height and massing of Office Building A has been the major point of contention. At 135 feet, it falls within the range discussed at SPRC. However, as previously noted, a number of participants did not agree that it is an appropriate height for this building. As previously mentioned, staff recommends this height as providing a strong frame for the large, angled, Wilson Boulevard/Glebe Road intersection and also providing a striking western terminus for the core of Ballston as viewed primarily from Wilson Boulevard to the east. The height derives from the site constraints placed on it by the needs and desires of the applicant, the County, and the community, which limits the available footprint for this building. The major constraints include: 1) the location of Ninth Street, which must connect to Glebe Road just to the south of the switch between northbound and southbound left turn queuing lanes for Fairfax Drive and Wilson Boulevard, respectively; 2) the addition of the AHC building to the west of Office Building A, which in order to maintain the 45 feet needed for the height tapering desired by the community and the stick construction needed for the building to be cost-effective, fixes the footprint of that building; and 3) the need for a certain overall density on the site in order to enable the applicant to redevelop by site plan rather than by-right. In addition, the additional density is needed on the site to

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accommodate the affordable housing component and the LEED proposals that meet substantial County goals, paired with the desire of all parties to accommodate Virginia Tech Foundation, which has modest space requirements, to purchase and occupy Office Building B, which leads to the bulk, approximately two-thirds, of the office density to be fit onto the corner site. On a site without the listed constraints caused by incorporating important County goals, staff might prefer balancing the sizes of the two office buildings to a greater extent. The applicant has worked hard to achieve appropriate tapering along Wilson Boulevard through stepbacks, height changes, and material changes. In addition, revising the top floor of the building to glass helps that floor visually recede into the sky and de-emphasizes the building's height on the three sides of the building that are mostly precast and face the Bluemont neighborhood. Staff finds that, particularly with recent increases in tapering, the proposed heights and massing fit appropriately on the site.

Building Design: The applicant has had a significant challenge on this site, from the need to design a signature building at the important intersection of Glebe Road and Wilson Boulevard that doesn't overwhelm the adjacent neighborhood to its rear, to transitioning from the uses, heights, densities, and design of Ballston's core buildings to those of the adjacent neighborhood. The design of each building is significant, as is the relationships among the buildings on the site and to their neighbors. The office buildings have been designed with significant glass curtainwall facades facing Glebe Road, toward the core of Ballston, and with precast concrete and glass on the sides and rear of the buildings. Attempts to improve the iconic quality of the corner element on Building A and to address the design quality and transitional aspects of the facades of the other sides have improved the building from all angles. Likewise, Building B's Glebe Road façade is fairly well designed, but the other facades do not match the quality of the building's front and are not well integrated. The applicant is investigating additional improvements to both buildings.

The applicant, with the support of the adjacent community, has designed the townhouses in a very traditional, almost Victorian, style, with substantial detail. The difficulty this poses is in how to design the linking building, AHC's four-story apartment, to transition between the modern Office Building A and the townhouses. While AHC has been working on its design, more work needs to be done, which is one of the reasons that staff supports a conceptual approval for this building, similar to a Phased Development Site Plan, fixing the use, size, location, density, parking, and other aspects of the building, while saving final approval, mainly of the facades and some other elements, for a later site plan amendment.

Historic Preservation: Questions regarding the historic merit of the existing Bob Peck showroom have been raised. The applicant considered the feasibility of preserving the showroom in the redevelopment and concluded that the materials used in its construction did not warrant preservation, for structural, durability, and energy conservation reasons. In addition, as staff reviewed the site plan, it became clear that the placement of the existing showroom is problematic due to its extensive setback from the curb, both because it would create much too wide a sidewalk for current County standards (nearly 50 feet, compared to a standard below 20 feet), and because in order to meet other special

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and massing needs of the site as discussed above, Office Building A needed to be located where the showroom now sits. Again, due to the materials and condition of the showroom, staff and the applicant agreed that retaining the structure would not be reasonable for the reasons stated above, and relocating it would eliminate a significant aspect of its historic merit (visibility at a major crossroads). A January 8, 2008 memorandum from Historic Preservation staff, accompanied by a preliminary Historic Resources Inventory rating for the building as Essential (attached) (although the building, constructed in 1963, does not meet the 1954 date cutoff for applicability), presents the County with a conflict.

Given the many County goals that the proposed project is trying to meet, there needs to be a tradeoff of goals if historic preservation is entered into the mix. Since the existing showroom structure cannot support an office tower above it, preserving the showroom would necessitate removing density from the site, either by reducing the GFA of Office Building A, which is part of the economic engine driving the affordable housing component, reducing the size of the AHC building, which counters the County's affordable housing goals, increasing the height of either Office Building A or the AHC Building, which violates the development framework and/or desired tapering on the site (in addition to significantly increasing the costs of constructing the AHC Building, or increasing the size of Office Building B, which would preclude its use by the Virginia Tech Foundation, another County objective. The applicant proposes, and staff agrees, that these conflicts can best be addressed by designing the ground floor corner of Office Building A to reproduce some of the most iconic features of the Peck showroom in the approximate location of the existing building (Condition #88), and by creating a historic marker to discuss the Peck showroom and possibly also the earlier church that was located on the site (Condition #87). While the Historic Affairs and Landmark Review Board (HALRB) weighed in with two letters to the Planning Commission (attached) urging preservation of the showroom, the applicant and staff have been working with Historic Preservation staff and the Chair of HALRB on the two proposed elements to recognize the historic significance of the site.

### **Community Benefits**

The project proposal includes several major community benefits, including provision of a substantial contribution (\$5.9 million) toward affordable housing, along with a variety of others, listed below. These would be in addition to standard site plan improvements, such as utility undergrounding and full streetscape along all frontages of the site, which would substantially improve the pedestrian experience, particularly along Wilson Boulevard, which currently has extremely substandard sidewalks.

Affordable Housing: The affordable housing program is a significant component of the applicant's community benefits package. This package reflects the considerable value of the site plan proposal over what could be achieved under a by-right scenario as well as the opportunity to leverage the existing Jordan Manor (west block) site for additional affordable units. Incorporating the west block property into the site plan provides for an increase in the number of affordable housing units and supports the County's long-range planning objectives for the site and surrounding area.

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*Contribution:* Section 36.H.6.i states: “Site plan applications that include an application to change the GLUP designation of the site may be subject to an affordable housing requirement in addition to the above ADU requirement. Such affordable housing requirements shall be addressed separately in the process of the County Board’s consideration of the approval of the site plan.”

As there is an associated GLUP amendment that is not consistent with recommendations within an adopted plan, staff recommends, and the applicant has agreed to a contribution of \$5,898,846. The contribution commitment and related provisions are included in Condition #68.

This contribution amount was calculated by applying the Affordable Dwelling Unit (ADU) formula under the ordinance at \$1.50 and \$4 per square foot to the density allowed under the existing GLUP (or base contribution up to 3.0 FAR) and applying a new policy formula at \$30 per square foot to the increase in GFA over the existing GLUP.

*Program:* The proposed affordable housing program consists of increasing the number of on-site, committed affordable units from 24 to 90, for a net increase of 66 units. The 90 unit/4-story apartment building would be built on the southwest portion of the east block. AHC, Incorporated, a non-profit affordable housing developer, would own and operate the apartment complex. AHC owns and manages the existing 24 unit Jordan Manor apartment complex on the west block. This building would be demolished and replaced by 19 market-rate townhouses. The unit mix of existing and proposed AHC developments are shown in the table below:

<b>Complex:</b>	<b>1 Bedroom (units/bedrooms)</b>	<b>2 Bedrooms (units/bedrooms)</b>	<b>3 Bedrooms (units/bedrooms)</b>	<b>Total:</b>
Current Jordan Manor	7/7	14/28	3/9	24/44
Proposed Jordan Manor	10/10	75/150	5/15	90/175
Difference:	+3/3	+63/122	+2/6	+66/131

- **Rents:** All 90 units would be affordable to households earning less than 60% of the Area Median Income (AMI), or up to \$57,000 for a 4-person household. The projected rents range from \$1,050 for a 1-bedroom unit to just under \$1,500 for a 3-bedroom unit. AHC has agreed to keep the rents affordable for 60 years.
- **Amenities:** The new apartment complex would contain a community room, a recreation/play area located in the interior plaza and underground parking. Two of the units would be fully-accessible for persons with a physical disability and the remainder would be adaptable for the same population.

**Funding/Timing:** The applicant’s affordable housing contribution as part of its community benefit package (\$5,898,846) will be converted into an AHIF loan of the same amount to AHC. This proposed County AHIF loan would provide the

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subsidy needed for the 90 tax credit units. The new apartment complex would be owned by a limited partnership with an AHC affiliate serving as the managing general partner.

AHC cannot begin building the apartments until JBG completes the parking deck (upon which the apartment building will be built). If approved, JBG would begin construction of the parking deck by October and would finish it, presuming all goes well, in April 2009. This would mean that AHC has to build and fully occupy the building in 20 months. AHC is concerned about a schedule this tight and that they are not in control of construction of the parking deck (e.g. if delays occur, they would be in jeopardy of losing the tax credit award). Therefore AHC will submit their tax credit application in 2009. Site Plan Condition #68 and a Memorandum of Understanding (MOU) among the County, JBG, and AHC, which is currently being drafted by the parties, describes the details.

- **Tenant Issues:** Staff has worked with the applicant and community to address tenant-related issues. On January 15, 2008, AHC met with Jordan Manor residents. AHC will submit its Tenant Relocation Plan to the Tenant Landlord Commission at its February 20, 2008 meeting. The anticipated package addressing tenant issues is described below.

**Tenant Relocation Plan:** The applicant’s proposed Relocation Plan meets the expectations of the County’s Tenant Relocation Guidelines. All tenants would receive a 120 Day Notice to Vacate with relocation occurring as the overall redevelopment occurs. AHC staff will assist residents with finding replacement housing in the nearby community or elsewhere if that is the wish of the resident. The relocation payment schedule below shows the standard payments for households over 50% of the Area Median Income (AMI) and payment for households with income at or below 50% of AMI. There is one payment per household.

<b>Relocation Payments</b>	<b>Household Income Above 50% of the AMI</b>	<b>Housing Income Below 50% of the AMI</b>
1 bedroom	\$ 900	\$1,350
2 bedroom	\$1,050	\$1,575

**Ninth Street North:** Conditions #19 and 70 provide for the applicant to construct a new block of Ninth Street North, which would be privately owned but provide both public vehicular and pedestrian circulation through the site. The applicant would grant a public use and access easement for this purpose. A phasing plan per Condition #70 sets out the timing requirements for construction of Ninth Street North, both the final alignment and, if necessary, a temporary alignment to accommodate the various possible orders of construction of the buildings.

**Open Space:** The applicant has designed three open spaces on the site. The first is an approximately 6,600 square foot plaza to the south of Office Building B, which could

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provide outdoor seating associated with that building, as well as public access to this area. The project also has an approximately 2,600 square foot area containing a pedestrian path between Office Building A and the AHC building, to permit public pedestrian access from Wilson Boulevard to Ninth Street North. Finally, there is a small open space area facing North Wakefield Street on the West block that would provide outdoor space for the townhouse residents. Public access easement provisions are described in Condition #73.

Traffic Signals and Crossings: The applicant would provide a traffic signal at the corner of Wilson Boulevard and North Wakefield Street and also a Glebe Road mid-block pedestrian crossing and signal, as described in Condition #81.

Wakefield Street Improvements: The applicant would widen Wakefield Street and provide sidewalks and parking on both sides of the street, including in front of the existing single family houses that are not part of the site plan, as described in Conditions #19 and 21.

Public Parking: Per Condition #66, the applicant would provide after hours public parking in the office building garages.

Traffic Mitigation: Per Condition #82, the applicant would contribute \$125,000 toward traffic mitigation measures in the neighborhood.

Public Art: Per Condition #65, the applicant agrees to contribute \$75,000 to the County for public art.

Universal Design: Per Condition #83, the applicant has agreed to provide a number of universal design elements in the project, as listed in the condition and in the attached letter from the townhouse architect, Devereaux & Associates, to Adam Peters of the JBG Companies.

**Modification of Use Regulations:** The applicant has requested modifications of use regulations for additional density for affordable housing and LEED Gold and Silver certification, and to exclude below grade storage from density calculations.

Additional Density for Affordable Housing: The site plan proposal includes a request for 0.25 FAR of additional office/commercial density and 25% of additional residential density, for the provision of affordable housing. This request is somewhat different from other site plans in which a portion of the additional residential density is comprised of market rate residential units, which then subsidize the remainder of the bonus density. In this case, the bulk of the applicant's monetary contribution is derived from the increase in value of the project due to the proposed GLUP amendment, and the rest would be from the calculated contribution for the base site plan density based on the affordable housing ordinance. In this case, the bonus density is being used exclusively to carve out allowable density for the proposed 90-unit AHC building. The applicant is not realizing any actual increased value based on the bonus density; rather it would all be used by

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AHC for its new building, which would provide 66 units beyond what exists today on its Jordan Manor site on the west block. The only impact of this density is the physical constraint it puts on Office Building A's footprint, and therefore Building A's height and tapering. It is staff's position that this is a good tradeoff to achieve this quantity of additional affordable housing in the Ballston Metro Station Area, and staff supports the additional density.

Additional Density for LEED: The site plan proposal includes a request for 0.35 FAR of additional density, or 31,950.5 square feet, in Office Building A for achieving Gold LEED certification, as well as a request for 0.25 FAR additional density, or 11,069 square feet, in Office Building B for achieving Silver LEED certification. The proposal for Office Building A is consistent in its use of the Core and Shell LEED scorecard for a speculative office building, and staff supports the LEED proposal for this building as meeting County standards for the LEED incentive of 0.35 FAR of bonus density. The Virginia Tech Foundation building commits to achieving 28 credits, using the LEED for Core and Shell (LEED-CS) rating system. This is the minimum number of credits required for LEED-CS Silver certification. The US Green Building Council confirmed that LEED-CS is an appropriate rating system to use for this building, which will be partially occupied by the applicant, if the tenant area also adheres to criteria for credits being pursued under CS. (For example, if the CS pursues credit EQc4.3 for low-emitting carpet, the tenant area must also have compliant carpet.) Staff supports the LEED request for Office Building B as also being consistent with the County's policies for bonus density in site plans. Condition #72 lays out the applicant's commitments and the bonds the applicant has agreed to post to ensure compliance with the commitments.

Density Exclusions: A total of 7,966 square feet of below grade storage space (7,131 square feet in Office Building A and 835 square feet in Office Building B) is proposed to be exempted from the density calculations. The storage areas would be located within the garage levels and would have no impact on bulk or height of the buildings, nor on the intensity of use. This is consistent with a number of previous site plans, and staff supports these exclusions. An additional request to exclude bicycle storage and mechanical spaces in the garage is not necessary since these spaces do not count toward gross floor area.

### **Community Process:**

The Site Plan Review Committee (SPRC) met seven (7) times from January 2007 to January 2008 to study the land use history of the site, discuss and establish a development framework within which to review the site plan, and to review the proposed final site plan. In addition, the applicant has met numerous times over the last two years with the Bluemont Civic Association (BCA), which has been very active in the site plan review. BCA has been supportive of robust residential and commercial redevelopment of the subject site. Its most critical concerns have been provision of appropriate building height and tapering from Glebe Road to the Bluemont neighborhood to the west and south, a transition from the commercial buildings to be provided by townhouses and an apartment building with appropriate height and harmonious style along North Wakefield Street and wrapping the corner of the east block along Wilson Boulevard, and mitigation

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of traffic impacts of redevelopment on the adjacent neighborhood. The AHC apartment building in its proposed location on the site, and the proposed townhouses framing the remainder of the site along North Wakefield Street and the west block, are two elements essential to BCA's overall support for this project.

o Transportation Commission: The Transportation Commission (TC) reviewed the site plan proposal at its January 10, 2008 meeting. At that meeting, the TC recommended deferral of the site plan. On February 7, 2008, the Transportation Commission heard the proposal again and voted 7-1 to recommend approval of the site plan, with the following conditions:

- 1) The title of Condition # 82 should read "Traffic Mitigation Measures", and the applicant should support the \$125,000 NTC contribution. *Staff response*: The condition title and language have been changed, and the applicant has agreed to the contribution.
- 2) A vehicular and pedestrian easement should be included along the northern property line, and the applicant should be required to work with the Regent when it redevelops. *Staff response*: The applicant has agreed to work with the County and the owner of the Regent when it redevelops, per Condition #89.
- 3) Anti-gridlock mitigation measures should be implemented at the intersection of North Vermont Street and Wilson Boulevard. *Staff response*: Condition #19.m has been added, which provides for signage and a stop bar at this intersection to discourage gridlock.
- 4) A condition should be created (TC noted that this may be separate from the site plan) that allows for future connectivity from Woodrow and Wakefield Street to North Fairfax Drive. "As areas develop there should be future connectivity." *Staff response*: Staff agrees that there should be future connectivity to Fairfax Drive in this area and will incorporate this concept into future planning.
- 5) Prior to construction, the applicant should extend the existing sidewalk along Wilson Boulevard to six feet wide and to push the existing fence back 10 feet measured from back of curb. *Staff response*: Staff and the applicant agree to the sidewalk widening. The applicant has proposed to move the fence back to eight feet measured from back of curb, and staff concurs, as this distance allows full use of the widened sidewalk. This provision is included in Condition #6.
- 6) Knock-out panels should be included between the AHC Building and Office Building A as well as between Office Building A and Office Building B. *Staff response*: The applicant is willing to provide knockout panels, per Condition #80.

Planning Commission: The Planning Commission heard the GLUP amendment, rezoning, and site plan proposals at its February 11, 2008 hearing, and voted 9-0 to recommend approval of all three requests, with the following additional conditions:

1. That a condition be added detailing the replication of the Peck showroom. *Staff response*: Staff has added Condition #88 to address this.
2. That the location and contents of the historical marker be coordinated with HALRB. *Staff response*: This is already provided for in Condition #87.

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3. That the applicant use additional glass on the upper stories of Building A. *Staff response:* Staff is working with the applicant to see if this change will be made.
4. That the applicant improve the design of the north and south elevations of Building B. *Staff response:* Staff is working with the applicant to see if changes to these facades will be made.
5. That the new language of Condition #2 on traffic mitigation, be adopted. *Staff response:* Staff has added that language to Condition #82.
6. That Condition #6 be revised to include additional language regarding street paving repairs. *Staff response:* Staff has added the recommended language to Condition #6.
7. That Condition #53 be modified to include review by the Bluemont Civic Association (BCA) of the lighting plan prior to County Manager approval. *Staff response:* BCA has concurred, and staff has added that language to Condition # 53.

Housing Commission: The Housing Commission reviewed the proposal at its February 14, 2008 meeting. The Commission voted 4-0-1 to recommends support of the proposed affordable housing package, subject to the following conditions:

1. Staff should pursue solutions with the developers that do not require demolition of Jordan Manor prior to the construction of the new affordable housing units. *Staff response:* The ability of JBG to provide the large upfront monetary contributions that AHC needs to begin the relocation and its new development process requires that JBG be able to own and sell the Jordan Manor site to a townhouse developer. In addition, AHC will need control of the new site in order to apply for tax credits. This combination of factors makes it infeasible to permit AHC to control both sites and continue to operate the Jordan Manor apartments.
2. If the Jordan Manor site is to be demolished prior to the construction of the new units, JBG and AHC must work in good faith to find nearby affordable units to make available to the displaced tenants. *Staff response:* The draft Tenant Relocation Plan provides for tenant relocation to nearby properties in Arlington and Alexandria. Staff will work with AHC prior to the Tenant-Landlord Commission meeting on February 20 to narrow this list to properties closer to the Jordan Manor apartments, for example the Gates of Ballston.
3. Approval should be contingent upon completion of all appropriate agreements between the parties that provide a reasonable assurance of the achievement of the community benefits package. *Staff response:* Staff agrees and is working with the parties on the appropriate agreements, including a Memorandum of Understanding.
4. Provide at least four percent of the units as accessible units. *Staff response:* Staff is working with AHC on this recommendation.
5. Pursue options, via legal language, to allow for an affordability term of 60 years without compromising the 9% tax credit financing. *Staff response:* Staff concurs and will work with AHC to provide for a 60-year affordability term without compromising the tax credit financing.

Tenant Landlord Commission: The Tenant-Landlord Commission is scheduled to meet

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on February 20, 2008 to review the applicant's proposed relocation plan.

**CONCLUSION:** This proposal is a complex site plan that includes the only significant redevelopment site in the Ballston Metro Station area whose GLUP designation has not changed substantively since the original GLUP was adopted in 1961. The future development of the east block of the subject site must possess a site layout, intensity and type of use, and architectural design that provides an appropriate transition from the core of Ballston to the lower scale residential neighborhood to the west and south. Staff's analysis of this site and its planning context, and the input from SPRC discussions, lead staff to conclude that the proposed GLUP designation with a note restricting building uses and height adjacent to lower density residential areas is appropriate for the site and clearly emphasizes the extent and type of transition desired for the east block. Similarly, the proposed zoning for the site would provide appropriate tools to achieve the desired form of redevelopment.

Significant County desires for the site, including breaking the large block with a new street that intersects Glebe Road at the correct location for providing a mid-block crossing on Glebe Road, a significant affordable housing component, and accommodation of a new research facility for Virginia Tech Foundation, are accomplished with the proposed site plan. The proposed site plan meets most goals for the site and is generally consistent with the development framework established for the site by the SPRC, the community, and staff. Proposed density and height are mitigated by placing the bulk of the project along the eastern portion of the site, along Glebe Road, and providing building tapering toward the Bluemont community, and the applicant has agreed to a number of measures to mitigate the project's impacts on the immediate community, mostly by means of pedestrian and vehicular improvements and a strong transportation demand management program. In addition, the project provides benefits to the County as a whole, through substantial affordable housing and environmental sustainability components, and by accommodating a research facility for Virginia Tech Foundation on the site, which would leverage other scientific and technical resources in Ballston. Staff supports the project as being appropriate for the site and including necessary mitigation measures, as described above. Therefore, staff recommends that the County Board approve the attached GLUP amendment resolution, the attached rezoning resolution, and the proposed site plan, with conceptual approval of the "AHC Building", subject to the attached conditions.

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

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

1. **Site Plan Term**

The developer (as used in these conditions, the term "developer" shall mean the owner, the applicant and all successors and assigns) agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1 and the revised plans dated February 6, 2008 and reviewed and approved by the County Board and made a part of the public record on February 23, 2008, 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 project consists of the following components, as shown on the subdivision plan titled "Site Plan Phases" and dated February 6, 2008: "Office Building A", located at the corner of Glebe Road and Wilson Boulevard; "Office Building B", located to the north of new 9<sup>th</sup> Street North; the "AHC Building", located on the east side of North Wakefield Street between Wilson Boulevard and new 9<sup>th</sup> Street North; the "Wakefield Street Townhouses", located on the east side of North Wakefield Street, north of new 9<sup>th</sup> Street North; and the "Jordan Manor Townhouses", located on the north side of Wilson Boulevard between North Wakefield Street and North Woodrow Street. The Wakefield Street Townhouses and Jordan Manor Townhouses may be collectively referred to as "the Townhouses".

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

2. **Pre-Construction Meeting**

The developer agrees to coordinate and conduct a pre-construction meeting in a County office building prior to the issuance of any permits for the site plan. The

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

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

- a. The developer agrees to complete a tree survey, which shows existing conditions of the site and locates and identifies all trees which are four (4) inches in diameter or greater. The survey shall include any tree on adjacent sites whose dripline extends onto the subject site.
- b. The developer agrees to file and implement a tree protection plan which will designate any trees proposed to be saved by the developer. Trees designated to be saved on the tree protection plan, or those specified to be saved by the approved site plan and shown on any filing in connection with this case, will be protected. This plan shall include any tree on adjacent sites whose dripline extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites and shall be submitted and approved, and found by the County Manager to meet the requirements of this site plan, before the issuance of the Clearing, Grading and Demolition Permit.
- c. Upon approval of the tree protection plan the developer agrees to submit to the Department of Parks, Recreation, and Cultural Resources (DPRCR) a performance bond estimate for the trees to be saved. Upon approval of the performance bond estimate by the DPRCR, the developer agrees to submit to the DPRCR a performance bond, in the approved amount of the estimate, and the approved tree protection plan, which bond shall be executed by the developer in favor of the County before the issuance of the Final Building Permit. Prior to the release of the public improvement bond, the developer agrees to submit to the DPRCR as-built drawings showing the location of all saved trees.
- d. The Developer agrees that any tree proposed to be saved on the tree protection plan or other filing shall be saved. At a minimum, this plan shall include:

- (1) A site grading plan at two (2) foot intervals, including the location of all proposed improvements and utilities.
  - (2) Detailed specifications for any tree walls or wells proposed.
  - (3) A description of how and where building materials and equipment will be stored during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.
  - (4) Identification of tree protection measures and delineation of placement of tree protection.
  - (5) Any tree required to be saved pursuant to this condition, which dies (any tree which is 30% or more dead as determined by the County's Urban Forester shall be considered to have died) prior to, or within ten (10) years of, the issuance of the Master Certificate of Occupancy shall be removed and replaced by the developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement Guidelines and which meet the minimum size and other requirements of Condition #16 below, provided, however, that replacement as specified in this subparagraph (3.b.5) does not relieve the developer of any violation resulting from the failure to save identified trees.
- e. In addition to saving identified trees, the developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction in accordance with the Arlington County Tree Replacement Guidelines. The developer agrees to submit tree replacement calculations and a tree replacement plan in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in assessing the condition of trees. Any replacement trees shall conform to the standards and specifications set forth in Condition #16a 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:

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

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

- a. Before Clearing, Grading and Demolition of the site (shall be submitted before issuance of the Clearing, Grading and Demolition Permit)–Views of north, south, east and west facades, as location permits, of buildings to be demolished, as well as at least one photo of the site before any clearing or grading including the existing physical relationship with adjacent buildings and streets. The photographic record shall also include all historic aspects of the facades of the building to be demolished, consistent with the requirements described in Condition #54 below.
- b. Site Clearance (shall be submitted before issuance of the Footing to Grade Permit)–Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.
- c. Construction Phase (shall be submitted before issuance of the Shell and Core Certificate of Occupancy Permit)–At a minimum, views of the site: during excavation, upon completion of the first floor above grade, at topping out, and during the exterior cladding phase.
- d. Site Completion (shall be submitted before issuance of the Master Certificate of Occupancy)–North, south, east and west facades of completed building or buildings, as well as at least one view of completed project in context of adjacent buildings and streets.

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

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

Occupancy.

**Utility Fund Contribution**

5. In addition to funding and constructing the utility undergrounding work, the developer agrees to contribute in the amount specified in Site Plan conditions to the County utility fund before the issuance of the Building Permit or prorated consistent with an approved phasing plan for the development. The total utility fund contribution for this site is \$215,676 (\$50,000 x 3.38 acres allocated to commercial use, plus \$1,667 x 28 townhouse units). These funds may, but need not, be used by the County for the purpose of providing the undergrounding of utilities along the properties which are not redeveloping in this undergrounding district. If the area of the site plan is subdivided, the contribution to be made by each owner shall be based proportionally on the amount of site area allocated to each subdivided parcel. The contribution, if not obligated by the County to pay for utility undergrounding projects within 10 years from the date of payment, will be refunded without any accrued interest to the development owners of record at the time of any refund.

**Plan for Temporary Circulation During Through Construction**

6. The developer agrees to develop and implement (after approval) a two plans for temporary pedestrian and vehicular circulation prior to and during construction. The plan covering the period prior to construction shall provide for a minimum 6-foot wide sidewalk along the Wilson Boulevard frontage of the site east of North Wakefield Street and to relocate the fence along Wilson Boulevard to eight feet measured from back of curb. The developer agrees to submit this plan to the County Manager within 60 days of site plan approval, and to complete the improvements in the plan within 120 days of approval of the plan from the County Manager.

This plan covering the period during construction shall identify temporary sidewalks, interim lighting, fencing around the site, construction vehicle routes, and any other feature necessary to ensure safe pedestrian and vehicular travel around the site during construction. The developer agrees to maintain a minimum six-foot wide covered sidewalk along the Glebe Road and Wilson Boulevard frontages of the site at all times, except that the County Manager may approve temporary, short term closures of the sidewalk for reasons including, but not limited to, the installation of façade elements, construction of utilities and streetscape, and other stages of construction that would pose an imminent danger to pedestrians. 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.

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

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

The developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during 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 matching the appropriate contour of the street within 30 days or when weather permits such repairs, whichever comes first. The developer agrees to insure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the developer, the developer’s contractors, or private utility companies. The developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. However, if the road surface is disturbed during the

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

**Residential Relocation**

7. ~~The developer~~ The developer of the AHC Building agrees to coordinate with the Arlington County Relocation ~~Program Coordinator~~ Specialist in order to provide each rental household living in ~~either an apartment units or a single family dwelling which~~ a Jordan Manor apartment unit who is displaced by the construction that takes place as a result of this site plan, except those who sign initial leases for a unit in the project after the date of this site plan approval, with at least the following:
- a. A minimum of 120 days written notice to vacate.
  - b. Relocation payments, in accordance with the ~~Arlington County Tenant Relocation Guidelines~~ Relocation Plan approved by the Tenant-Landlord Commission on February 20, 2008 and to be adopted by the County Board and in effect on the County Board date identified in Condition #1, a copy of which is attached to the County Manager's report for this site plan approval.
  - c. Relocation services in accordance with the ~~Arlington County Tenant Relocation Guidelines~~ Relocation Plan approved by the Tenant-Landlord Commission February 20, 2008 and to be adopted by the County Board and in effect on the County Board date identified in Condition #1, a copy of which is attached to the County Manager's report for this site plan approval.

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

### **Retail Relocation**

8. Intentionally Omitted.

~~The developer agrees to coordinate with the Department of Economic Development in order to provide the following relocation assistance to all retail tenants under lease as of the date of the approval of the proposed site plan:~~

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

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

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

**Post-County Board 4.1 Filing**

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

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

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

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

**Community Liaison and Activities During Construction**

11. The developer agrees to comply with the following before issuance of the Clearing, Grading and Demolition Permit and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.
- a. The developer agrees to identify a person who will serve as liaison to the community throughout the duration of construction. This individual 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, 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 to be shown on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers shall require approval by DES staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.

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

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

**C & D Waste**

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

**Green Building Fund Contribution**

- 13. Intentionally omitted.  
~~The developer agrees to make a contribution to the County's Green Building Fund of \$18,129 (\$0.03 X 604,316 square feet). The payment shall be made to the Department of Environmental Services prior to the issuance of the Clearing, Grading, and Demolition Permit, and compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment. If the project any building within the project achieves formal certification as a LEED Green Building from the U.S. Green Building Council prior to or within one year of issuance of the Master Certificate of Occupancy, the Green Building fund contribution attributable to the GFA of that building shall be refunded upon receipt of written request, and documentation of LEED certification, by the applicant.~~

**Vacations and Encroachments**

- 14. ~~The developer agrees to submit Vacation and Encroachment application(s) or waiver form(s) prior to the issuance of any permits for the site plan. Vacations and encroachments shall be recorded before the Final Building Permit is issued. Prior to the issuance of any Excavation, Sheeting and Shoring permits for this Site Plan, the developer agrees to obtain approval of, and fulfill required conditions of, all Ordinance(s) of Vacation or Encroachment associated with and/or required to build the project as depicted on the Site Plan referenced in Condition #1.~~

Irrespective of any other conditions set forth in this Site Plan, the developer agrees that no building, structure or utility of any type or kind shall encroach upon, or interfere with, the use of any property right or interest (easement or fee) of the County, unless all necessary Ordinances are applied for by the developer, and enacted by the County Board. Upon enactment by the County Board of such

Ordinance(s), the developer agrees to comply fully with all of the conditions set forth in such Ordinance(s), including, but not limited to, recordation of any deeds, associated plats and/or Ordinance(s) among the land records of Arlington County, Virginia, payment of any required fees, approval of any plans, relocation of any public utilities, submittal of any required performance bonds and agreements, dedication or conveyance of any additional easements or other property interests, and payment of all required or agreed to compensation; such full compliance with the Ordinance(s) conditions to be completed before the Excavation, Sheeting and Shoring Permit is issued.

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

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

The developer agrees to attach the County Board meeting minutes outlining the approved conditions and the conditions themselves to each set of Building Permit drawings that they submit to the County. The developer agrees to submit to the Zoning Administrator and obtain approval from the County Manager a detailed final landscape plan prior to issuance of the Excavation/Sheeting and Shoring Permit. The final landscape plan shall be submitted at a scale of 1 inch = 25 feet, in conjunction with the final civil engineering plan as required in Condition #18 below, as well as a vicinity map with major streets labeled. The final landscape plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia. The developer further agrees that the final landscape plan and the final civil engineering plan shall verify, by means of survey, that there are no conflicts between the street trees and utilities. The developer shall obtain approval by the County Manager for both plans as meeting all requirements of the County Board's site plan approval and all applicable county laws and plans before the issuance of the Excavation/Sheeting and Shoring Permit. The plan shall be consistent with the conceptual landscape plan approved as a part of the site plan, and, at a minimum, shall conform to: the landscaping requirements in Conditions #16 and 21 below; the *Arlington County Streetscape Standards* 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 civil engineering plan, the landscape plan shall be at a scale of 1 inch = 25 feet; the County may require more detailed plans appropriate to landscape installation at a larger scale to also be submitted. The County may permit minor changes in building, street and driveway locations and other details of design as necessitated by more detailed planning and engineering studies if such changes are consistent with the provisions of the Zoning Ordinance governing administrative approval and with the intent of the site plan approval. The landscape plan shall include a Street Tree Plan which shall be reviewed by DPRCR and DCPHD, and shall be

accompanied by the civil engineering plan. The installation of all plant materials shown on the final landscape plan shall take place before the issuance of the first Certificate of Occupancy for the respective phase of construction, or at an appropriate time based on the planting season and the availability of planting materials as determined by the DPRCR Urban Forester and DCPHD. The final landscape plan shall include the following details:

- a. The location and dimensions of traffic signal poles and control cabinets, utility meters, utility vaults and boxes, transformers, mechanical equipment, fire hydrants, standpipes, storm water detention facilities, bus stops, the location of all existing and proposed utility lines and of all easements. The location of traffic control cabinets shall be shown on the final civil engineering plan and placed so they do not obstruct pedestrian travel or be visually obtrusive. Traffic control cabinets (existing or proposed) shall not be located in the pedestrian clear zone of the public sidewalk, including but not limited to access areas to ADA ramps, crosswalks, building entrances, and interior walkways. Transformers shall not be placed above grade in the setback area between the building and the street.
- b. Unless otherwise shown on the plans dated February 6, 2008, intake and exhaust garage ventilation grates may not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The developer agrees to provide drawings showing how the garage will be ventilated as part of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. The developer shall obtain approval from the County Manager of the location and screening of all ventilation grates as part of the review of the final civil engineering plan and the final landscape plan before issuance of the Footing to Grade Permit.
- c. The location, dimensions, materials, and pavement pattern, where applicable, for driveways and access drives, automobile drop-off areas, ADA ramps, driveway aprons, service drives, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet. All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager according to adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the final landscape plan.
- d. The location and types of light fixtures for streets, parking, walkway and plaza areas, and associated utilities, as contained in the lighting plan required in Condition #53 below.

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- e. Topography at two (2) foot intervals, ~~and~~ the finished first floor elevation of all structures, and top-of-slab elevation for any proposed underground structures.
- f. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including but not limited to dimensions, size, style(s), materials(s), finish(s) and manufacturer(s) of seating, bollards, trash receptacles, bike racks, arbors, trellises, and water features, and other landscape elements or structures. Include public art information, if known.
- g. The location and planting details for street trees in accordance with Department of Environmental Services Standards and Specifications for planting in public rights-of-way and as shown on the final civil engineering plan.
- h. The limits of demolition and construction.
- i. The developer agrees to construct the rear drive adjacent to the Wakefield Townhouses with pervious interlocking concrete pavers that support all vehicular loads.
- j. The developer agrees to install, at the developer's expense, multi-space parking meter machines of style and location, as determined by the County Manager, along the Wilson Boulevard frontage adjacent to the site and the North Glebe Road frontage adjacent to the site and as specified in Condition #87.

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

**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

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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 all landscaping trees prior to issuance of the first Certificate of Occupancy Permit, or at an appropriate time based on the planting season and the availability of planting materials as determined by the DPRCR Urban Forester and DCPHD.
- c. All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.
- d. Exposed earth not to be sodded or seeded shall be well-mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.
- e. Soil depth shall be a minimum of four (4) feet plus 12 inches minimum of drainage material for trees and tall shrubs and three (3) feet for other shrubs. This requirement shall also apply to those trees and tall shrubs in raised planters. Soil depth for raised planters shall be measured from the bottom of the planter to the top of the planter wall. The walls of raised planters shall be no higher than seat-wall height (2 1/2 feet, maximum) above the adjacent finished grade.
- f. Finished grades shall not exceed a slope of three to one or the grade that existed before the site work began.
- g. The developer agrees to maintain the site in a clean and well-maintained condition before the issuance of the Clearing, Grading and Demolition Permit and agrees to secure and maintain the site throughout the

construction and phasing process. Further, the developer agrees to submit a maintenance agreement which shall ensure that all plaza areas and other landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the site plan and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 32A of the Zoning Ordinance.

- h. The developer agrees to notify the DPRCR Urban Forester at least 72 hours in advance of the scheduled planting of any street trees in the public right-of-way and to be available at the time of planting to meet with staff of DPRCR to inspect the plant material, the tree pit and the technique of planting. Soil used in the tree pit must meet the specifications for street tree planting available from the DPRCR Urban Forester.

**Utility Company Contacts**

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

**Final site engineering plan approval by DOT**

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

**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.

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- a. The developer agrees to construct new curb and gutter along North Wakefield Street, which results in a varying street cross section of approximately 34 feet to 36 feet, as shown on the final engineering plan approved by the County Manager.
- b. The developer agrees to construct new curb and gutter along proposed Ninth Street North, which results in a varying street cross section of approximately 27 feet-6 inches to 36 feet-6 inches, as shown on the final engineering plan approved by the County Manager.
- c. The developer agrees to construct new curb and gutter along the west side of North Glebe Road in accordance with Arlington County Glebe Road Pedestrian Safety Improvement plans as approved by Virginia Department of Transportation and Arlington County, as shown on the final engineering plan approved by the County Manager.
- d. The developer agrees to construct new curb and gutter along the north side of Wilson Boulevard in approximately its current location, as shown on the final engineering plan approved by the County Manager.
- e. The developer agrees to construct new curb and gutter along the east side of North Woodrow Street in approximately its current location, as shown on the final engineering plan approved by the County Manager.
- f. The developer agrees to construct handicap ramps and nubs at the northeast, northwest and southeast corners of the intersection of Wilson Boulevard and North Wakefield Street and crosswalks of materials as approved by the County, built per Arlington County Standards, across North Wakefield Street and Wilson Boulevard, as shown on the final engineering plan approved by the County Manager.
- g. The developer also agrees to construct handicap ramps and a nub off-site at the southeast corner of the intersection of Wilson Boulevard and North Wakefield Street if deemed necessary during final engineering with crosswalks of materials as approved by the County, built per Arlington County Standards, across North Wakefield Street and Wilson Boulevard, as shown on the final engineering plan approved by the County Manager.
- h. The developer agrees to construct handicap ramps and nubs at the northeast and northwest corners of the intersection of North Woodrow Street and Wilson Boulevard and crosswalk of materials as approved by the County, built per Arlington County Standards, across North Woodrow Street, as shown on the final engineering plan approved by the County Manager.

- i. The developer agrees to construct handicap ramps at the northeast and southeast corners of the intersection of North Wakefield Street and Ninth Street North and crosswalk of materials as approved by the County, built per Arlington County Standards, across Ninth Street North, as shown on the final engineering plan approved by the County Manager.
- j. The developer agrees to construct a mid-block pedestrian crossing on North Glebe Road at the north side of Ninth Street North and a crosswalk of materials as approved by the County, built per Arlington County Standards, across North Glebe Road. The developer also agrees to reconstruct the median along North Glebe Road at the intersection of Ninth Street North to include a pedestrian refuge as generally shown on the final engineering plan and as described in, and subject to the timing of, Condition #81, and approved by the County Manager, subject to approval by the Virginia Department of Transportation.
- k. The developer agrees to improve the northwest corner at the intersection of N. Glebe Road and Wilson Boulevard as generally shown on the exhibit titled “Wilson Blvd. & N. Glebe Rd. Intersection Plan” dated February 15, 2008. The improvements include handicap ramps, reconstruction of the corner island, and a crosswalk of materials as approved by the County, built per Arlington County standards. The developer agrees to coordinate with Arlington County and Virginia Department of Transportation (VDOT) for the intersection improvements prior to the submission of the first building permit for Office Building A. If the county has not proceeded with installation of the improvements prior to issuance of the first Certificate of Occupancy for Office Building A, the developer shall construct the improvements. If the developer does not receive approval from VDOT prior to the first Certificate of Occupancy for Office Building A, the developer shall construct the curb and gutter at approximately its current location as approved by the CM or his designee. If the county has not proceeded with installation of the improvements prior to Master Certificate of Occupancy for the final phase of the project, the developer agrees to construct the improvements.
- l. The developer agrees to show two left-hand turn lanes on eastbound Wilson Boulevard at the intersection of North Glebe Road as part of the final engineering plans approved by the County Manager. The applicant is not responsible for constructing these improvements.
- m. The developer agrees to furnish and install anti-gridlock measures at the intersection of North Vermont Street and Wilson Boulevard to include a sign that reads “DO NOT BLOCK INTERSECTION” and the painting of a stop bar on eastbound Wilson Boulevard, as shown on the final engineering plans approved by the County Manager.

All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations. The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval; provided, however, that the provision of such improvements shall not increase the projected cost anticipated for such improvements as shown on the site plan drawings dated February 6, 2008 unless the County provides additional funding to offset such increased cost.

20. **Survey Monuments**

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

21. **Sidewalk Design and Improvements**

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

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

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- 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, except as stated in this condition.
- 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 patterns that create gaps of ¼-in depth or greater at spacings of less than 30”.

The developer further agrees to construct the sidewalk improvements detailed below prior to the issuance of the first Certificate of Occupancy for occupancy of the applicable phase of the project, unless otherwise required in Condition #70.

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, with the exception of the west side of North Wakefield Street north of the Jordan Manor site, 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 Glebe Road** – A minimum 20-foot sidewalk measured from the back of curb, including a minimum 14-foot, 4 inch clear sidewalk along North Glebe Road in addition to pedestrian lighting and 5-foot by 12-foot tree pits, unless otherwise approved by the County Manager on the final engineering plan. The tree pit areas will be planted with 4 to 4 ½ inch caliper Red Maple street trees, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.

**Wilson Boulevard** – A minimum 9-foot wide clear sidewalk for the section from North Glebe Road to North Wakefield Street and a minimum 8-foot wide clear sidewalk for the section from North Wakefield Street to North Woodrow Street, measured from back of curb, in addition to pedestrian lighting, plus additional

width to the south as shown on the plans dated February 6, 2008. This additional width shall include a minimum 6.5- or 7-foot wide planting strip as shown in the plans identified above, planted with 4 to 4 ½ inch caliper Willow Oak street trees, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center or as shown on the plans, and a minimum of eight (8) inches from back of curb.

**North Wakefield Street (East Side - South of Ninth Street North) – A minimum 11-foot wide sidewalk measured from the back of curb, including a minimum 6-foot clear sidewalk in addition to pedestrian lighting, and a 5-foot wide planting strip starting at the back of the curb planted with 4 to 4 ½ inch caliper Scarlet Oak street trees, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.**

**North Wakefield Street (East Side - North of Ninth Street North) – A minimum 9- foot wide sidewalk measured from the back of curb, including a minimum 5-foot clear sidewalk in addition to pedestrian lighting, and a 4-foot wide planting strip starting at the back of the curb planted with 4 to 4 ½ inch caliper Scarlet Oak street trees, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.**

**North Wakefield Street (West Side – Adjacent to Jordan Manor Site) – A minimum 11-foot wide sidewalk measured from the back of curb, including a minimum 6-foot clear sidewalk that transitions to the 5-foot clear sidewalk to the north, in addition to pedestrian lighting, and a 5-foot wide planting strip starting at the back of the curb planted with 4 to 4 ½ inch caliper Scarlet Oak street trees, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.**

**North Wakefield Street (West Side – North of Jordan Manor Site) – A minimum 7-foot wide sidewalk measured from the back of curb, including a minimum 5-foot clear sidewalk and a 2-foot wide planting strip starting at the back of the curb planted with sod.**

**North Woodrow Street – A minimum 11-foot wide sidewalk measured from the back of curb, including a minimum 6-foot clear sidewalk along North Woodrow Street in addition to pedestrian lighting and a 5-foot wide planting strip starting at the back of the curb planted with 4 to 4 ½ inch caliper Littleleaf Linden street trees, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart**

on center and a minimum of eight (8) inches from back of curb.

**Ninth Street North** – A minimum 12-foot wide sidewalk measured from back of curb, including a minimum 8-foot clear sidewalk in addition to landscape pots and pedestrian lighting in a 4-foot wide planting strip with Paperbark Maple street trees in planting pots, and such ground cover as *liriope muscarii*, *hypericum*, *calycinum* (Aarons Beard), or *juniperus conferta* (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.

**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*. ~~With the exception of Ninth Street North,~~ This zone shall be a minimum of five (5) feet deep and shall extend from the back of the street curb to the far edge of the public sidewalk. No subterranean structures (such as parking garages) shall intrude into this five foot deep zone. Within the zone, underground utilities and utility vaults shall not be located in a manner that interferes with the appropriate spacing and replacement of street trees, consistent with the approved final site and development and landscape plan. Utility lines shall not be located beneath street trees. The location of all existing and proposed utility lines shall be shown on both the final landscape plan and the final site engineering plan.

**Water Service Requirements**

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

**Sanitary Sewer and Water Main Requirements**

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

shall have 15 feet minimum clearance from buildings and other structures. All water mains and sanitary sewers shall meet County Standard design criteria.

The developer agrees that the minimum clear horizontal separation between each individual barrel of the storm sewer and proposed buildings or other permanent structures shall be as follows: 10 feet from the center line of storm sewer mains less than 27 inches in diameter and 10 feet or less in depth; 15 feet from the center line of storm sewer mains less than 27 inches in diameter and greater than 10 feet in depth; 15 feet plus half the diameter from the center line of storm sewer mains greater than 27 inches in diameter, at any depth. These requirements shall not apply to any sanitary sewer lines that are abandoned in place.

#### **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 issuance of the Final Building Permit for the respective phases of construction.
- a. The developer agrees to replace approximately 760-feet of existing 8-inch water main in Wilson Boulevard between North Glebe Road and North Woodrow Street with new 12-inch water main.
  - b. The developer agrees to replace approximately 610-feet of existing 6-inch water main in North Wakefield Street from Wilson Boulevard to the cul-de-sac with a new 8-inch water main.
  - c. The developer agrees to replace approximately 220-feet of existing 6-inch water main in North Woodrow Street along the entire site frontage with a new 8-inch water.
  - d. The developer agrees to abandon all existing water mains being replaced and reconnect all service connections and other appurtenances to the new replacement water main.
  - e. The developer agrees to connect all newly installed townhouse water services and water meters to new water mains.
  - f. The developer agrees to construct all water service connections and water main leading to the new water meters for Office Building A and the AHC Building. Arlington County agrees to install water meter vaults upon payment of appropriate water meter fees by the developer.

#### **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

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sanitary sewer main improvements shall be constructed prior to the issuance of the Final Building Permit.

- a. The developer agrees to abandon in place approximately 173 feet of 8-inch sanitary sewer line at the intersection Wilson Boulevard and Glebe Road from existing Arlington County manholes 13110 to 1204.
- b. The developer agrees to abandon in place approximately 394 feet of existing 8-inch sanitary sewer along Wilson Boulevard from existing Arlington County manholes 1200 to 1208.
- c. The developer agrees to abandon in place approximately 727 feet of 8-inch sanitary sewer located in Glebe Road from existing Arlington County manholes 1204 to 1198.

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. The developer agrees to show on the final engineering plans street lighting along all frontages of the site prior to the issuance of the Excavation/Sheeting and Shoring Permit. The plans shall include the height and color of the street light poles. The developer agrees, at its cost, to purchase and install approved

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Arlington County street lighting along the frontages of each phase of the site prior to the issuance of the Shell and Core Certificate of Occupancy for that phase. In addition, the developer agrees to furnish and install all conduit and junction boxes necessary for the lighting system. All construction shall meet Arlington County standards.

The developer agrees to purchase and install Virginia Power "Carlyle" standard street lights along all frontages of the site in accordance with adopted County Street Lighting Policy. The height of the street lights shall be 16 feet, measured from the sidewalk to the base of the luminaire, along Glebe Road, Wilson Boulevard, and Ninth Street North, and 12 feet along North Wakefield and North Woodrow Streets. Single globe street lights shall be installed on the Ninth Street North, North Wakefield Street, and North Woodrow Street frontages of the site, and double globe street lights shall be installed on the Glebe Road and Wilson Boulevard frontages of the site. 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.

#### **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 for the respective adjacent phase of construction.

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

32. The developer agrees to provide off-street parking for all construction workers without charge to the workers. In lieu of providing parking, the developer may provide a subsidy for the construction workers in order that they may use Metro, provide a van for van pooling, or use another established method of transportation to provide for construction workers to arrive at the site. Compliance with this condition shall be determined based on a plan which shall be submitted to the Zoning Administrator, and for which the developer has obtained the Zoning Administrator's approval, before the issuance of the Excavation/Sheeting, and Shoring Permit. This plan shall set forth the location of the parking to be provided at various stages of construction, how many spaces will be provided, how many construction workers will be assigned to the work site, and mechanisms which will be used to encourage the use of Metro, carpooling, vanpooling, and other similar efforts. The plan shall also provide for a location on the construction site at which information will be posted regarding Metro

schedules and routes, bus schedules and routes, and carpooling and vanpooling information. If the plan is found to be either not implemented or violated during the course of construction, a correction notice will be forwarded to the developer. If the violation is not corrected within ten (10) days, a "stop work order" will be issued, and construction halted until the violation has been corrected.

**Address Indicator Signs**

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

**Façade Treatment of Buildings**

- 34. The developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be as specified and shown on the submitted drawings identified in Condition #1 and as presented to the County Board and made a part of the public record on the County Board date identified in Condition #1, including all renderings, drawings, and presentation boards presented during public hearings. The developer agrees to submit colored drawings and renderings which label the materials and colors for each elevation of the building, including interior elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), and material samples, for review by the County Manager for consistency with this site plan approval prior to the issuance of the Footing to Grade Permit. The developer further agrees to obtain the approval of the County Manager of the façade treatment as being consistent with the County Board approval before the issuance of the Final Building Permit.

The developer agrees that all retail storefronts of Office Building A, and all frontages of Office Building B, along public rights-of-way and along Ninth Street North, are required to have an overall minimum transparency of 50% as measured from floor to ceiling. In addition, the portion of the retail storefronts and frontages described above 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.

The developer agrees to design and implement a decorative treatment for all parking garage and loading dock doors that provides pedestrian and visual interest, and architectural compatibility, with the surrounding building façade.

This design shall be submitted as part of the façade plans.

The developer further agrees to include details of lighting the Bob Peck showroom reproduction diamonds as part of the final façade plans.

**Recordation of Public Easements and Dedications**

35. All required public deeds of easement and deeds of dedication shall be submitted to the Division of Transportation prior to the issuance of the Excavation/Sheeting and Shoring Permit, and be approved and recorded among the land records of the Clerk of the Circuit Court of Arlington County, by the developer before the issuance of the Final Building Permit. The developer agrees that there shall be no building construction within the easement area without approval by the County Manager or the County Board. Deeds of dDedications granted by the developer for street and public right of way purposes and improvements shall be dedicated in fee simple to the County. Deeds of dedication granted by the developer for improvements, including, but not limited to, sidewalks, street trees, other streetscape plantings, and water, storm sewer, sanitary sewer, and other utilities, may be dedicated by easement to the County.
- **The following conditions of site plan approval (#36 through #44) are valid for the life of the site plan and must be met by the developer before issuance of the Footing to Grade Structure Permit.**

**Plat of Excavated Area**

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

**Public Improvements Bond**

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

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

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

#### **Underground Electrical Transformers**

38. The developer agrees that all new electrical transformers, except as shown on the plans dated February 6, 2008, shall be placed underground in vaults which meet Virginia Power standards. These vaults may be placed in the street right-of-way or in driveways if approved by the County on the final site engineering plan. Ventilation grates may not be located within public sidewalks or streets, or within areas used as a walkway between the street curb and any building. The locations of the vaults shall be coordinated with other utility locations so as to have a minimum clearance of five (5) feet to conduits and manholes and a minimum clearance of 10 feet to water mains and sanitary sewers unless otherwise approved by the owner of that utility. The developer shall obtain approval from the County Manager on the location of all vault ventilation grates and utilities as part of the review of the final site engineering plan and the final site development and landscape plan before the issuance of the Footing to Grade Structure Permit.

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

39. The developer agrees that, except for the townhouses, interior space shall be provided and used for the collection, storage, compaction, and removal of trash, as well as appropriate facilities for the recycling of reusable materials as defined by the County. The collection, storage, compaction, and removal of trash shall not occur outside the interior loading space. This space may not conflict with the use of a loading berth. The developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition before the issuance of the Footing to Grade Structure Permit. The developer agrees that neither Building B nor the AHC building shall be serviced by trucks longer than 40 feet for loading, deliveries, or trash removal. Use of the loading docks for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 9:00 am to 4:00 pm and 6:00 pm to 8:00 pm on weekdays and 9:00 am to 6:00 pm on weekends and holidays. The loading dock doors shall be closed when the loading dock is in use, except when necessary for entrance or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures. If any tenant demonstrates the need, based on the nature of the tenant's business, for earlier deliveries, for example of baked goods or other perishable items, to accommodate morning patrons, the hours may be administratively changed by the Zoning Administrator through an Administrative Change request and notifications to the tenants of the buildings on the site. Any common trash containers exterior to the townhouses shall be enclosed and screened from view.

#### **Interior Loading Spaces**

40. The developer agrees that, except for the townhouses, 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~~ 40-foot length and 14-foot height clearance. Any loading dock to be used for trash

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removal shall have a minimum interior height clearance of ~~18~~15.5 feet. All loading docks shall contain roll-down doors. The developer agrees that neither Building B nor the AHC building shall be serviced by trucks longer than 40 feet for loading, deliveries, or trash removal. Use of the loading dock for deliveries and trash pick-ups, excluding moving vans, shall be limited to the hours from ~~8:00~~9:00 am to ~~6:00~~4:00 pm and 6:00 pm to 8:00 pm on weekdays, ~~seven (7) days per week~~ and 9:00 am to 6:00 pm on weekends and holidays. 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 and 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 office parking garages shall be designed to allow access and use by van pools. At least one percent of the total new parking supply shall be accessible to vans, shall be conveniently located on the level of the garage closest to street level, and shall have a minimum clearance of 98 inches. All other areas of the garage shall have a minimum clearance of 84 inches. Compliance with this condition shall be determined by review of the building plans by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit, which review shall not relieve the developer from constructing in accordance with this condition.

#### **Parking Space Compliance with Zoning Ordinance**

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

#### **Bicycle Storage Facilities**

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

##### **Office and Residential Bicycle Storage Facilities:**

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

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

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

In addition, the developer agrees that for every 50,000 square feet or fraction thereof of office Gross Floor Area (GFA), one (1) shower per gender shall be installed, up to a maximum of three (3) showers per gender. Also, a minimum of one (1) clothes storage locker per gender shall be installed for every required employee bicycle parking space. The lockers shall be installed adjacent to the showers in a safe and secured area and both showers and lockers shall be accessible to all tenants of the building. The location, layout and security of the showers and lockers shall be reviewed by the Arlington County Police Department before issuance of the Footing to Grade Structure Permit. The developer agrees that an exercise/health facility containing a maximum of 1,000 square feet shall not count as density (FAR) but shall count as GFA if this facility meets all of the following criteria: 1). The facility shall be located in the interior of the building and shall not add to the bulk or height of the project; 2). Showers and clothes lockers shall be provided as required above; 3). The lockers shall be installed adjacent to the showers in a safe and secured area within the exercise facility and both showers and lockers shall be accessible to all tenants of the project; 4). The exercise facility shall be open only to tenants of the project and shall not accept or solicit memberships from outside of the project. The exercise facility, including the showers and lockers, shall be open during normal working hours.

**Retail Bicycle Storage Facilities:**

Two (2) retail visitor/customer bicycle parking spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; one (1) additional retail visitor/customer space for every 12,500 square feet, or portion thereof, of additional retail floor area; and one (1) additional retail employee space for every 25,000 square feet, or portion thereof, of retail floor area. The retail visitor/customer bicycle spaces shall be installed at exterior locations that are convenient to the retail visitors/customers, and such locations shall be

reviewed by the Division of Transportation. The developer agrees to obtain approval of the location, design and details of the retail visitor/customer bicycle spaces as part of the final site development and landscape plan. Facilities for retail visitors/customers must meet the County standards for bicycle racks, and be located close to retail visitor/customer entrances or the closest retail vehicle parking spaces.

**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.

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

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

**FAA Documentation**

49. The developer agrees to obtain from the Federal Aviation Administration (FAA), before the issuance of the final building permit, a written statement that the

project is not a hazard to air navigation or that the project does not require notice to or approval by the FAA.

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

#### **Comprehensive Sign Plan**

50. The developer agrees to develop and submit a comprehensive sign plan and that all exterior signs (including identification and directional signage) shall be consistent with the guidelines contained in "Sign Guidelines for Site Plan Buildings" and with Section 34 of the Zoning Ordinance. The Zoning Administrator shall determine whether the signs meet the standards of the guidelines and the Ordinance. No sign permits will be issued until a comprehensive sign plan is approved. The developer agrees to obtain approval from the Zoning Administrator of the comprehensive sign plan before the issuance of the first Certificate of Occupancy. All proposed rooftop signs, defined as all signs that are 35 feet or more above the ground, shall require a site plan approval or amendment.

#### **Transportation Management Plan**

51. There are four development Components of the Site Plan: Office Building A, Office Building B, AHC Building and the Townhouses ("Site Plan Components"). The developer of each Site Plan Component, agrees, as to its respective obligations set forth below, 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. Each 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 Site Plan Component.

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

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

##### **A. Program Participation and Funding**

1. Maintain an active, on going relationship with Arlington Transportation Partners (ATP), or successor entity, at no cost to the developer, on behalf of the property owner. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.

2. Designate a member(s) of each building management as Property Transportation Coordinator to be a primary point of contact with the county and undertake the responsibility for coordinating and completing all TMP obligations. The ~~applicant~~ developer and/or building management will provide, and keep current, the name and contact information of the PTC to 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. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.
3. In addition to supporting the ongoing activities of the Property Transportation Coordinator and other commitments of this TMP, contribute \$15,500 per year for Building A for thirty (30) years, \$7,150 per year for Building B, for thirty (30) years, \$300 per year for thirty (30) years for the townhouse development, and \$1,000 per year for thirty (30) years for the AHC Building to the Arlington County Commuter Services (ACCS) to sustain direct and indirect on-site and off-site services in support of TMP activities. Payment on this commitment will begin for each Site Plan Component as a condition of issuance of the first Certificate of Occupancy for the first tenant and/or resident for that Site Plan Component. Subsequent payments will be made each year on the anniversary of the issuance of the first certificate of occupancy. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.
4. Promote the formation of Employer Transportation Benefit Programs with each tenant of the commercial building(s). Applies only to Office Building A and Office Building B Site Plan Components.
5. Provide SmarTrip cards plus \$60.00 Metro fare media per person, for free, to each office tenant for the benefit of their employees to be distributed to each initial office tenant at initial lease-up of the building. Applies only to Office Building A and Office Building B Site Plan Components.
6. Provide SmarTrip cards plus \$60.00 Metro fare media per person, for free, to each on-site employee of the property management company and/or building operator distributed no later than the employee's first day of work at the building. Provide or administer a sustainable commute benefit program for these employees (the program shall include, at a minimum, pre-tax employee contributions. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
7. Provide SmarTrip cards plus \$60.00 Metro fare media per person, for free, to each office tenant for the benefit of their employees to be distributed to each initial retail tenant at initial lease-up of the building. Applies only to

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Office Building A and Office Building B Site Plan Components.

8. Provide a one time membership fee subsidy in a car sharing plan per residential unit. This subsidy shall be paid on proof of membership in a car share service by initial occupancy lessees or purchasers. Applies only to AHC Building and Townhouse Site Plan Components.
9. Provide one (1) SmarTrip card plus \$60.00 Metro fare media for free, one time, to each residential lessee or purchaser of each unit limited to two persons per unit, distributed no later than the day of move in at the building. Applies only to AHC Building and Townhouse Site Plan Components.

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, 36” high and shall be available for use on a 24 hour basis in office buildings. Applies only to Office Building A and Office Building B Site Plan Components.
2. During construction, maintain or coordinate relocation of existing bus stops at the developers cost. Bus stops and shelters within 50 feet of the property shall be maintained free of snow, ice, trash, and debris. After of issuance of the Certificate of Occupancy for each building, a 6 foot wide path, clear of snow and ice, to the main entrance of the building shall be maintained to bus stops. The developer agrees to comply with all other requirements of Site Plan conditions related to bus stops and shelters. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
3. Up to six (6) car sharing spaces shall be provided, at the developer’s cost, upon occupancy of the first Building A tenant, at a location within the Building A garage to be determined by the County Manager or his designee, on site. 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 convenient to the garage entrance, available to the members of the car sharing service twenty-four hours a day, seven days a week, without restrictions, (for security reasons the garage may be gated—members of the car sharing service would have access to the spaces via a key pad combination to a pass code system, or other similar device). There shall be internal and external signage to direct people to the spaces. Until requested, the spaces may be used for any parking use. Signs will be planned and included in the comprehensive sign plan for all buildings excluding the townhouses. The car sharing spaces shall be allocated from

the spaces otherwise required for the project. Applies only to Office Building A Site Plan Component.

### C. Coordinated Parking Management

1. 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 regarding proposed locations for a two-space taxi stand, an 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. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.
2. Provide reserved spaces for carpools and vanpools that are conveniently located with respect to the elevators serving the building. For purposes of this benefit, at least one (1) of two (2) riders in a registered carpool must be a tenant of the applicable building and one (1) of six (6) riders in a registered vanpool must be a tenant of the applicable building. Applies only to Office Building A and Office Building B Site Plan Components.
3. Establish monthly parking rates for single occupant vehicles (SOV) consistent with comparable office buildings located in the Arlington County development corridors. Applies only to Office Building A and Office Building B Site Plan Components.
4. Provide registered vanpools with free parking. For purposes of this benefit, at least one (1) of six (6) riders in a registered vanpool must be a tenant of the applicable building. Applies only to Office Building A and Office Building B Site Plan Components.
5. Oversee program to provide carpools with a parking subsidy. For purposes of this benefit, at least one (1) of two (2) riders in a registered carpool must be a tenant of the applicable building. Subsidies will be:
  - (a) Two-person car pool equal to one-third the single-occupant vehicle monthly parking rate. Applies only to Office Building A and Office Building B Site Plan Components.
  - (b) Three-person (or more carpool) equal to two-thirds the single-occupant vehicle monthly parking rate. Applies only to Office Building A and Office Building B Site Plan Components.
6. No on-street loading will be permitted.

#### D. Promotions, Services and Policies

1. Provide website hotlinks to CommuterPage.com™ under a “transportation information” heading from the Site Plan Components’ property websites regarding this development. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
2. Provide Transportation Information Center Displays, the number, content, design, and location of which shall be approved by ACCS / ATP, in each building to provide transportation related information and maintain a stock of information materials at all times. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
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. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
4. Encourage new tenants and employers to inform all new employees of the existence of the nearby Ballston Metro station, 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. Applies only to Office Building A and Office Building B Site Plan Components.
  - (b) Distribute a new-resident package, material provided by Arlington County, which includes site-specific ridesharing and transit-related information to each residential lessee, and / or condominium, and / or townhouse purchasers. Packages will be distributed to tenants and / or owners no later than the day of move-in. Applies only to AHC Building and Townhouse Site Plan Components.
  - (c) 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. Applies only to Office Building A and Office Building B Site Plan Components.
  - (d) 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 route, schedules, fares, etc. shall be distributed to all tenant and owner employees and shall be displayed in common work areas. Applies only to Office Building A and Office Building B Site Plan Components.

(e) 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 buildings acceptable to the developer. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.

5. Encourage each of the building tenants to offer variable/flexible work hours to their employees in order to spread peak period transportation demands. Applies only to Office Building A and Office Building B Site Plan Components.

#### E. Monitoring and Performance

1. Upon approval of the TMP by the County, the developer of each Component agrees to implement all elements of the plan of its respective obligations for that Site Plan Component with assistance when appropriate by agencies of the County. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.
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. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
3. During the first year of start up of the TMP and on an annual basis thereafter, the developer of each Site Plan Component will submit an annual letter to the County Manager describing completely and correctly the TDM related activities of the site. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.

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

52. The intent of this condition is to ensure that at least one parking space is available in perpetuity for parking use by each residential unit in the project (not including

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the townhouses), except as approved for the AHC Building. Accordingly, the developer agrees to offer the use, for rental units, and the purchase or use for condominium units, of at least one parking space for each dwelling unit.

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

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

The developer agrees to submit to the Zoning Administrator a individual parking management plans for the AHC Building and for the Townhouses, which outlines how guest and visitor parking for the each residential use, and ~~parking for retail tenants' employees and customers for retail located in the residential buildings,~~ will be provided, where the parking will be located and how guests and visitors, and ~~retail employees and customers,~~ will be directed to the parking spaces. ~~The developer further agrees to make a minimum of \_\_\_ residential visitor parking spaces, and \_\_\_ retail tenant parking spaces, available within the residential garage.~~ The Each parking management plan shall be submitted to the Zoning Administrator, and reviewed and approved by the County Manager, prior to the issuance of the first Certificate of Occupancy for ~~the first~~ the respective residential building phase.

#### **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

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Standards. The developer agrees to obtain the approval of all lighting from the County Manager, after submission of the lighting plan to the Bluemont Civic Association for its review and comment, and to install approved lighting, before the issuance of the First Certificate of Occupancy for occupancy of the applicable phase of the project.

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

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

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

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

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

55. If the project component, as defined in Condition #1, includes a residential condominium or cooperative component, then the developer agrees that a copy of the conditions of this site plan approval shall be made available to all prospective purchasers of units within that component with the condominium's, cooperative's or homeowners association's bylaws or agreements. Documentation that this condition has been satisfied shall be provided to the County Manager before the issuance of the First Certificate of Occupancy for that component. If the project component, as defined in Condition #1, includes a residential rental component that is converted to a condominium or a cooperative, then the developer agrees that a copy of the conditions of this site plan approval shall be made available to all prospective purchasers of units within that component with the condominium's, cooperative's, or homeowners' association's bylaws or

agreements prior to the issuance of the first Certificate of Occupancy following the conversion for that component.

- **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 for each phase of the site plan, drawings certifying the building height of that phase as measured from the average site elevation to both the building roof and to the top of the penthouse roof.

- **The following condition of site plan approval (#57) is valid for the life of the site plan and must be met by the developer within ~~90~~ 180 days of receipt of the partial Certificate of Occupancy for full occupancy of each phase of the site plan ~~the building~~.**

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

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

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

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

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

#### **Structural Additions**

59. The developer agrees that any structural addition or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager, in consultation with the Zoning Administrator determines that any proposed improvements or changes to the facades or materials have a significant

impact on the site plan, or otherwise meet Zoning Ordinance requirements for site plan amendments that go to the County Board, a site plan amendment shall be required.

**Snow Removal**

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

**Maintenance of Residential Common Areas**

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

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

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

**Retention of Approved Density over Subdivided Site**

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

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

64. **Retail Elements**

The developer agrees to market a minimum of 26,292 square feet of retail space located on the first floor of Office Building A and a minimum of 9,949 square feet of retail space located on the first floor of Office Building B to uses consistent with the approved Retail Action Plan for the Rosslyn-Ballston Corridor, dated January 2001 and the following:

1. The developer is encouraged to lease space designated for “personal or business services” in the Retail Action Plan to “Entertainment and Main Street Retail” businesses.

2. The retail space shall be designed and used in a manner consistent with the *(Ballston Sector Plan, adopted in 1980.*
3. Each separate retail space shall have direct access to the building's service corridor.
4. The developer shall build out the retail space to include the rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions.
5. Within the space labeled "multipurpose/retail" on the plans dated February 6, 2008, Office Building B may use up to a maximum of 3,300 square feet of ground floor space for the following uses as an alternative to retail use, only for the Ballston Science & Technology Alliance or similar non-profit entity: 1) up to 2,000 square feet for office use, and 2) the remainder for exhibit space that would be open to the public during at least the hours of operation of the ground floor retail space, except for periods when the exhibit space may be closed to the public to accommodate special events. The developer agrees to maintain the following minimum retail depth for the Office Building B retail frontage along Glebe Road: measuring from the back of the column on the north wall to the second column (moving south) along the east wall, no more than 50% of the linear frontage may have a depth of less than eight feet, and the remainder may have a depth of less than 12 feet; all retail frontage south of the north edge of the second column as described above must have a minimum depth of 30 feet.

The developer agrees to submit an application for administrative change for any proposal for retail or other uses or parking not clearly consistent with the above. Any change in the use of the retail space from retail to office or other non-retail use, except as described in 5, shall require a site plan amendment.

**Public art site plan condition – standard language for Public art fund contribution**

65. The developer agrees to make a contribution to the Public Art Fund in the amount of \$75,000 to support County public art initiatives described in the Public Art Master Plan (adopted December 2004) and the goals of the Public Art Policy (adopted September 2000). 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 Consumer Price Index.

**After-hours Parking in Office Garages**

66. Prior to the issuance of the first Certificate of Occupancy permitting tenant occupancy in Office Building A or Office Building B, the developer agrees to

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submit to and obtain the County Manager's approval of a parking management plan which outlines how office tenant and visitor parking for the building, and parking for retail tenants' employees and customers, will be provided, where the parking will be located, what signs will be provided and where, how parking rates will be established, and how visitors and other users will be directed to the parking spaces. The developer further agrees a minimum of 47 retail spaces in Building A and 17 retail spaces in Building B will be available in the garage at all times the garage is open, with pricing as identified below. The County Manager shall approve the parking management plan if he finds that it is consistent with the purpose of permitting reasonable public use of the garage at reasonable rates, this approval, the parking requirements in the Zoning Ordinance, and the requirements below.

The parking management plan shall include, but not be limited to, the following elements:

**Long-term Parking Pricing:** The developer agrees that the garage's long-term parking rates will be comparable to those in the rest of the Rosslyn -Ballston corridor, and will be charged separately from tenant rents, effectively un-bundling parking costs from the tenant leasing agreement.

**Short-term Parking Pricing:** The developer agrees to set parking rates for short-term parking, for the retail parking spaces and the parking after standard office hours, for the first two hours of parking with validation at a rate not to exceed two times the County's then current short-term meter rates. (Note: The 2007 Arlington County short-term parking meter rate is \$1.00 per hour.)

**Night and Weekend Public Parking:** The developer agrees to make all parking in the Office Building A and B garages available to the public on one of the following schedules, whichever will cause the parking to be open later.

- Monday - Thursday 6:00 p.m. to 12:00 a.m.  
Fridays - 6:00 p.m. to 12:00 a.m.  
Saturdays - 10:00 a.m. to 12:00 a.m.  
Sundays -10:00 a.m. to 10:00 p.m.  
All legal holidays - 10:00 a.m. to 12:00 a.m.
- or -
- From the opening times stated above until the close of business of retail operations.

**Signs:** In accordance with the approved parking management plan, the developer agrees to install appropriate signs that clearly indicate the location of public parking and the above prices and procedures.

### **Outdoor Cafes**

67. Outdoor cafes shall be permitted in the public right-of-way or within public easements along Glebe Road, Wilson Boulevard, and Ninth Street North in accordance with the applicable provisions of the Zoning Ordinance, with a maximum seating area and all other applicable requirements as set forth in the Zoning Ordinance and as determined by the Zoning Administrator. A minimum of ten (10) feet of clear sidewalk width along North Glebe Road and Wilson Boulevard and eight (8) feet of clear sidewalk width along Ninth Street North must be maintained along the street frontages. 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 of Office Building A agrees to make a contribution to the County based upon the following schedule:
- (1) \$400,000 by June 1, 2008.
  - (2) \$1,600,000 shall be escrowed by the developer by August 1, 2008 and paid to the County at closing on the Jordan Manor parcel or prior to issuance of the first Certificate of Occupancy for the second phase of construction, whichever is earlier.
  - (3) In the event the developer has acquired title to the Jordan Manor parcel, a final payment of \$3,898,846 shall be paid to the County, the sooner of the date of issuance of the first Certificate of Occupancy for Building A or within sixty (60) calendar days of notification to the developer of Office Building A by the County of VHDA confirmation of tax credits for the AHC Building, whichever is earlier; however, in no event shall this final payment be made later than February 23, 2011. In the event that the developer of Office Building A has not acquired title to the Jordan Manor parcel, the final payment shall be made in two installments as follows: \$1,949,423 prior to issuance of the first Certificate of Occupancy for the second phase of construction and \_\_\_\_\_ (timing of second installment is still being negotiated.)
- a. In the event that the developer constructs the level of parking that will serve the AHC Building located under the AHC Building (the “AHC Garage”), the amount of the final payment defined in Subparagraph a.3 above (the “Final Payment”) shall be reduced by all costs associated with building the AHC Garage (hard and soft, financing and fees) (the “AHC Garage Costs”). The difference between the Final Payment and the AHC Garage Costs, if any, shall be paid prior to the issuance of the first Certificate of Occupancy for Office Building A. Prior to construction of the garage, JBG shall provide to

AHC and the County, documentation of the total estimated cost of construction of the AHC Garage, and shall provide documentation of the actual cost of construction.

- b. In the event that AHC constructs the AHC Garage, the developer agrees to redesign the Office Building A parking garage to include the approved number of parking spaces and parking ratios as approved on February 23, 2008. The developer shall seek administrative approval of the alternative design as long as it results in no or insignificant changes to the approved site plan at or above grade.
- c. So long as the developer has made the payments set forth in (1)-(3) above, even if the Jordan Manor parcel has not been transferred by AHC to the developer, nothing in this site plan condition shall preclude construction of Office Building A, Office Building B and the Townhouses, as approved by the County Board on February 23, 2008.

**69. Building Security Requirements**

- a. The developer agrees to coordinate with County staff on the design of exterior building security measures in order to limit or mitigate any adverse impacts that these measures may have on the project's urban design (including street and retail base) and streetscape. All exterior building security measures shall be shown on, and approved as part of, the final site development and landscape plan and the approved façade treatment plan. The base of the buildings, as shown in the drawings dated February 6, 2008, and consistent with Condition #64 above, have been designed to accommodate retail uses and provide interest and activate the streetscape. Any change in the use and design of the base resulting from any proposal for exterior building measures shall require a site plan amendment.
- b. The developer agrees that it is the policy of the County to maintain the maximum number of on-street parking spaces around the perimeter of a site, and that it will not remove or reduce the number of on-street parking spaces around the perimeter of a site whether at the request of the developer or a tenant or otherwise. Accordingly, the developer agrees that it shall notify tenants of the aforesaid policy prior to execution of any lease with a tenant.

**Phasing Plan and Ninth Street North Easements**

70. The developer agrees to obtain approval of the County Manager of a phasing plan prior to the issuance of an Excavation Sheeting and Shoring permit for any phase of 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,

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maintaining landscaping, keeping the grass mowed, and removing litter and debris from the site. Until the buildings are demolished, the developer agrees to maintain access on the site for fire emergency vehicles. Improvements required by these site plan conditions shall be constructed in phases, consistent with the phasing plan for construction of the project. Any changes in the project phasing shall require a new phasing plan approved by the County Manager prior to the issuance of any permits. The phasing plan shall be consistent with the following provisions:

- a. Prior to the issuance of a Clearing and Grading Permit for each phase of the site plan, the developer shall submit to, and obtain approval of the County Manager of an interim landscape plan for any portion of the project upon which demolition has occurred that is not commencing construction. The landscape plan shall include perimeter screening plantings and/or fences as approved by the County Manager. Installation of all elements of the interim landscape plan shall be completed within 90 days of approval of the plan, unless otherwise directed by the Urban Forester due to weather/planting season constraints.
- b. Streetscape improvements on the west side of North Wakefield Street, north of the west block (Jordan Manor site) shall be completed prior to issuance of a Certificate of Occupancy for any townhouse unit on the east block (Wakefield Street Townhouses).
- c. The developer agrees, at its sole cost and expense, to construct and maintain (including, but not limited to providing snow and ice removal), a permanent private street between North Glebe Road and North Wakefield Street called Ninth Street North, as shown on the plans dated February 6, 2008 (“Ninth Street North”) and approved on February 23, 2008. Developer further agrees to grant and convey, not later than the issuance of the first Certificate of Occupancy for Building A, a permanent public use and access easement (“Permanent Public Use and Access Easement”) to the County Board of Arlington County, Virginia for public pedestrian sidewalk and vehicular street use, and related public purposes, including the regulation and enforcement of motor vehicle traffic, the installation of parking meters, parking regulation and enforcement, over, across, and through Ninth Street North, for the benefit of the County and the public at large, for access to and use of Ninth Street North, at all times, except as necessary for the developer to perform street maintenance, repair and replacement. The final location of the Permanent Public Use and Access Easement may change with the preparation of the final building plans and shall be subject to review and approval by the County Manager, consistent with the approved final site engineering plan, the final site development plan and the final landscape plan for the Project. The Permanent Public Use and Access Easement for Ninth Street North shall include all pavement, curb and gutter, and sidewalks as shown on the plans dated February 6, 2008 and approved as part of the engineering plan. The developer agrees that the Permanent Public Use and Access Easement shall, among other things:

- A) be granted by deed, in substance, acceptable to the County Manager, or his designee, and, in form, acceptable to the County Attorney; and
  - B) be binding upon the developer's successors in title and interest, and assigns, and shall be recorded by the developer among the land records of the Clerk of the Circuit Court of Arlington County, Virginia prior to the issuance of the first certificate of occupancy for tenant occupancy (including retail tenant occupancy) of the last building constructed under the phasing plan.
- d. The developer agrees, at its sole cost and expense, to construct and maintain (including but not limited to providing snow and ice removal) a temporary private street running either partially or entirely (as necessary under the selected phasing option listed below) between North Glebe Road and North Wakefield Street. The developer agrees to grant to the County Board of Arlington County, Virginia, a temporary public use and access easement ("Temporary Public Use and Access Easement") for public pedestrian sidewalk and vehicular street use, and related public purposes, including the regulation and enforcement of motor vehicle traffic, the installation of parking meters, parking regulation and enforcement, over, across and through the portion of Ninth Street North constructed pursuant to the relevant option below, in a form acceptable to the County Attorney and County Manager for the benefit of the County and the public at large, prior to the issuance of the first Certificate of Occupancy allowing occupancy for any Option requiring any portion of temporary Ninth Street North, until conveyance of the Permanent Public Use and Access Easement. The temporary Ninth Street North shall be constructed to include a minimum pavement width of 23 feet or sufficiently greater width to accommodate all necessary fire, police and emergency truck maneuvers, as determined by the County Manager, and a minimum of one six-foot wide, asphalt, ADA-compliant sidewalk, all to be completed before issuance of the first Certificate of Occupancy for any portion of that particular phase. The phasing options are set forth as follows:
- (1) Option I (Office Buildings A and B built first): Final Ninth Street North design shall be constructed.
  - (2) Option II (Office Building A built first): Final Ninth Street North shall be constructed from west of the parking and loading access points for Building A to Glebe Road, and a partial temporary Ninth Street North shall be constructed to continue Ninth Street North through to North Wakefield Street.
  - (3) Option III (Office Building B built first): Complete temporary Ninth Street North shall be constructed through from Glebe Road to North Wakefield Street.

- (4) Option IV (Wakefield Street Townhouses built first): Partial temporary Ninth Street North shall be constructed from a southward extension of the shared townhouse driveway to North Wakefield Street, adjacent to the southern face of the townhouses.
- (5) Option V (AHC Building built first): Partial temporary Ninth Street North shall be constructed from east of the parking and loading access points for the AHC Building to North Wakefield Street.
- (6) Option VI (Office Building B and AHC Buildings built first): Complete temporary Ninth Street North shall be constructed through from Glebe Road to North Wakefield Street, with a connection to the AHC Building loading and garage access points.

**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.

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

a. Office Buildings A and B:

- (1) The developer agrees to hire a LEED certified consultant as a member of the design and construction team for each office building. The consultant shall work with the team to incorporate sustainable design elements and innovative technologies into the project so that numerous building components may earn the developer points under the U.S. Green Building Council's system for LEED for Core and Shell (LEED-CS) certification. Specifically, the developer agrees to include sustainable elements in design and construction that are sufficient to meet the requirements for seven (7) LEED-CS Prerequisites and include at least 34 LEED-CS points for Office Building A and 28 LEED-CS points for Office Building B, including at least two (2) points from LEED Section EA.1, "Optimize Energy Performance" for each building. The developer agrees to use commercially reasonable efforts to achieve additional LEED points which would qualify the building for LEED credits. The developer agrees to register the project with the US Green Building Council as assurance that the project will seek LEED certification.
- (2) 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:

- a. Clearing, Grading & Demolition Permit
  - b. Excavation, Sheeting and Shoring Permit
  - c. Footing to Grade Permit
  - d. Final Building Permit
  - e. Shell and Core Certificate of Occupancy
  - f. Partial Certificate of Occupancy for occupancy of the last floor of space
  - g. Master Certificate of Occupancy
- (3) Prior to issuance of a Certificate of Occupancy for any part of the last two floors of Office Building A to be occupied and for any part of the last floor of Office Building B to be occupied, the applicant agrees to provide a certification by a LEED-accredited professional. The certification shall state that all of the Green Elements, as set forth above in the reporting mechanisms and including all of the LEED-CS Prerequisites, have been incorporated into the project and that, in the professional's opinion, the project will qualify for a LEED-CS Score of 34 points or higher for Office Building A and 28 points or higher for Office Building B. The developer also agrees to submit all appropriate documentation to the USGBC for review and evaluation for LEED certification. The developer agrees to permit the County Manager to access the USGBC records for the project and provide the County Manager with such authorization as may be necessary to allow such access.
- (4) For Office Building A, 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 \$1,396,734 (\$40 per square foot x 34,918.35 s.f. of bonus density), guaranteeing that, within eighteen months from the date of the issuance of a certificate of occupancy for any part of the last two floors to be occupied, the developer will have received its LEED-CS "Gold" certification (34 or more credits) from the United States Green Building Council. Should the developer miss up to three credits, but still achieves LEED-CS certification, the developer agrees to forfeit 50% of the bond, which shall be immediately paid to the County. Should the developer miss four or more credits, but still achieves LEED-CS certification, the developer agrees to forfeit 100% of the bond, which shall be immediately paid to the County.
- (5) For Office Building B, 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 \$475,920 (\$40 per square foot x 11,898 s.f. of bonus density), guaranteeing that, within eighteen months from the date of the issuance of a certificate of occupancy for any part of the last floor to be occupied, the developer will have received its LEED-CS “Silver” certification (with 28 or more credits) from the United States Green Building Council, which shall include LEED Tenant Design and Construction Guidelines (LEED–CS Credit 9). Should the developer miss up to three credits, but still achieves LEED-CS certification, the developer agrees to forfeit 50% of the bond, which shall be immediately paid to the County. Should the developer miss four or more credits, but still achieves LEED-CS certification, the developer agrees to forfeit 100% of the bond, which shall be immediately paid to the County.

- (6) For Office Building B, the developer agrees to prepare LEED Tenant Design and Construction Guidelines (LEED–CS Credit 9) (the “Guidelines”) that meet the requirements outlined by the USGBC’s LEED-CS program, and earn this credit for Office Building B per paragraph (4). The developer further agrees to implement the Guidelines for the interior fit-out of the space occupied by Virginia Tech Foundation prior to issuance of the Certificate of Occupancy for space to be occupied by Virginia Tech Foundation.

b. AHC Building:

- (1) The developer agrees to achieve a minimum of 200 points using the EarthCraft green home rating system and to submit, to the Department of Environmental Services (DES) and to the Zoning Office, a report on the EarthCraft green home rating system, 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:
  - a. Clearing, Grading & Demolition Permit
  - b. Excavation, Sheeting and Shoring Permit
  - c. Footing to Grade Permit
  - d. Final Building Permit
  - e. Shell and Core Certificate of Occupancy
  - f. Partial Certificate of Occupancy for occupancy of the last floor of space
  - g. Master Certificate of Occupancy

- c. Townhouses:
  - (1) The developer agrees to register the project with Arlington's Green Home Choice program and will incorporate at least 175 credits in the project in order to receive Green Home Choice certification upon project completion. The developer agrees to request and complete two Green Home Choice inspections through the Inspections Services Division: the first inspection will occur prior to dry wall installation and the second inspection will occur at project completion. As required by the Green Home Choice program, a final report documenting compliance will be submitted to the Green Home Choice program coordinator for review and approval prior to issuance of the first Certificate of Occupancy for any unit.

**Public Use and Access Easements**

- 73. The developer agrees to grant permanent public use and access easements, in a form acceptable to the County Attorney and County Manager, to the County Board of Arlington County providing for public use and access to the following areas:
  - a. The pathway between Office Building A and the AHC Building as shown on the exhibit titled "Preliminary Public Access Easement Exhibit." The final location of the easement may change slightly with the preparation of the final building plans. The developer agrees to construct and landscape this area, as shown on plans dated February 6, 2008 and made a part of the public record on February 23, 2008. Final landscape design and installation shall be approved by the County Manager as part of the final site development and landscape plan. Construction and landscaping of this area shall be completed prior to the granting of the easement. Granting of the public use and access easement shall be completed prior to the issuance of the first certificate of occupancy for Office Building A. The easement shall be granted by deed, in form and substance acceptable to the County Manager, and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. The developer shall be responsible for maintaining this area for the life of the site plan.
  - b. The plaza/sidewalk area between Office Building B and Ninth Street North, as shown on the exhibit titled "Preliminary Public Access Easement Exhibit." The final location of the easement may change slightly with the preparation of the final building plans. The developer agrees to construct and landscape these areas, as shown on plans dated February 6, 2008 and made a part of the public record on February 23, 2008. Final landscape design shall be approved by the County Manager as part of the final site development and landscape plan. Construction and landscaping of this area shall be completed prior to the granting of the easement for this area or the granting of the permanent public use pedestrian and vehicular ingress and egress easement for Ninth Street North, whichever is

later. Granting of the easement for this area shall be completed prior to the issuance of the first certificate of occupancy for Office Building B or prior to granting of the permanent public use pedestrian and vehicular ingress and egress easement for Ninth Street North, whichever is later. The easements shall be granted by deed, in form and substance acceptable to the County Manager, and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. The developer shall be responsible for maintaining these areas for the life of the site plan.

**Refuse Delivery to County Disposal Facility**

74. 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**

75. The developer agrees to have, as a part of its parking management plan, provisions relating to the towing of impermissibly parked vehicles, except for vehicles on 9<sup>th</sup> Street North. 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**

76. 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**

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

**Public Safety Radio Communications**

78. 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.

**AHC Building Conceptual Approval**

79. The developer agrees that the AHC building is only conceptually approved and must obtain a site plan amendment for final approval which amendment shall include the following elements:
- a. Maximum of 90 residential units;
  - b. Maximum height of 50 feet to main roof from average site elevation;
  - c. Parking ratio from 0.7 to 1.0 spaces/unit, at the discretion of the developer of this building;
  - d. Footprint approximately as shown on the plans dated February 6, 2008;
  - e. Additional features including ground floor residential unit entrances facing Wilson Boulevard and North Wakefield Street and primarily masonry facades on all sides of the building.

The developer agrees that the final design of the building shall be approved by means of a major site plan amendment prior to the issuance of an above ground building permit for the AHC building.

In addition to the conditions of this Site Plan described herein, the developer and AHC also agree to the terms and conditions outlined in an associated Memorandum of Understanding (MOU).

**Garage Connection**

80. The developer agrees to provide a minimum 23-foot wide opening between the top level of the Office Building A garage and the AHC garage, and at all levels between the Office Building A and Office Building B garages, with a minimum seven-foot height clearance to provide for future access between the garages. This opening may be sealed, using a knockout panel or other removable barrier

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approved by the County Manager as part of the post-approval 4.1 plans per Condition #10. The developer agrees to request a building code modification, and provide the necessary agreements by the property owners on both sides of each opening, to allow for these openings, prior to issuance of the Excavation/Sheeting and Shoring permit for any garage for Office Building A, Office Building B, or the AHC Building. The openings shall be opened for shared access and/or use of the garages upon mutual agreement by the property owners on both sides of each opening.

### **Traffic Signal Improvements**

81. The developer agrees to construct a pedestrian activated traffic signal at the intersection of North Glebe Road and Ninth Street North with new traffic signals mounted on mast arms in conformance with VDOT and County requirements, subject to VDOT approval. The developer agrees to submit plans for the coordination and construction of these traffic signal improvements, including but not limited to, reconstruction of the median that must be clear and level for a pedestrian refuge and meet ADA requirements, signal and marking designs, MOT designs, mast-arm upgrades, LED and countdown signals, UPS, video detection, new TS-2 cabinet, and related improvements, to obtain approval from the County Manager for the initial signal design, which will require final approval from VDOT. The developer agrees to complete the signal improvements prior to issuance of the final certificate of occupancy for the final phase of the project, subject to VDOT approval.

The developer further agrees to construct a traffic signal at the intersection of Wilson Boulevard and North Wakefield Street with new traffic signals mounted on mast arms in conformance with County requirements. The developer agrees to submit plans for the coordination and construction of these traffic signal improvements, including but not limited to, signal and marking designs, MOT designs, mast-arm upgrades, LED and countdown signals, UPS, video detection, new TS-2 cabinet, and related improvements, to obtain approval from the County Manager for the initial and final signal design. The developer agrees to complete the signal improvements prior to connection of either a temporary or permanent alignment of Ninth Street North to North Wakefield Street.

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. The developer shall be responsible for any such relocation related to improvements described in Condition #19.k only up to a maximum cost of \$15,000.

### **Traffic Mitigation Measures**

82. The developer agrees to contribute \$125,000 (adjusted for inflation by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban

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Consumers (CPI-U) Inflation Calculator if not contributed by February 23, 2009) for neighborhood traffic mitigation measures for use in the Bluemont Civic Association, coordinated through the Neighborhood Traffic Calming program. If funds remain after the projects final phase receives the master certificate of occupancy, the Department of Environmental Services will work with the Bluemont Civic Association to use the balance of the funds to make pedestrian and traffic mitigation related improvements in the Bluemont neighborhood.

#### **Universal Design Elements**

83. In addition to the regulations and requirements established with ADA Federal law, the developer agrees to install an electric eye/proximity sensor door opener for the main residential, office, and retail entrances. In addition, at any secure interior door, the developer agrees that a call box, if used, shall be mounted and measured at the lowest given height under the ADA with hands-free remote capability. The developer further agrees to provide an automatic door opener at the entrance to the lobby of the elevators from the parking garage. The developer further agrees to implement the additional universal design measures in the townhouses as listed in the attached letter from Devereaux & Associates, P.C. to Adam Peters of the JBG Companies, dated January 23, 2008.

#### **Storm Sewer Requirements**

84. 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.

#### **Bus Stop and Bus Shelter**

85. The developer agrees to provide and install for Arlington County a bus stop and bus shelter located on the westbound side of Wilson Boulevard east of the intersection with North Wakefield Street, and a bus stop and bus shelter on the southbound side of North Glebe Road south of the intersection with Fairfax Drive adjacent to 950 North Glebe Road. The design, and location of this bus stop and shelter shall be approved by the County Manager or his designee as consistent with current standards prior to construction, to include: 1) an accessible connection to streets, sidewalks or pedestrian paths; 2) bus shelter; 3) bench; 4) a secure device and 13' x 6' wide concrete pad that shall be a minimum of 4" thick, reinforced concrete for the full size of the bus shelter and extension pads; 5) construction of a 5.5' x 13' wide bus shelter between a minimum 8' wide clear sidewalk area and a minimum 5' wide clear hard surface area adjacent to the bus shelter measured from the face of curb; 6) provisions for lighting the shelter by either conduit or solar technology; 7) bus pole; and 8) trashcan/recycling receptacle. All improvements listed above shall meet Arlington County

**Glebe Road Parking**

86. The developer agrees to coordinate and submit a parking feasibility study to Virginia Department of Transportation as well as coordinate and install parking spaces and associated multi-space parking meters along the east and west sides of North Glebe Road between Wilson Boulevard and North Fairfax Drive within six months of Arlington County approval, as shown on the final engineering plans and as approved by the County Manager. If, prior to the issuance of the master certificate of occupancy for the last phase to be constructed Arlington County does not approve the installation of parking spaces, the developer has no further obligation.

**Historical Marker**

87. The developer agrees to develop and install on the site a historical marker associated with the site, specifically the former Bob Peck Dealership and Showroom. The County's Historic Affairs and Landmark Review Board shall be consulted on the marker and its location, which shall be approved as part of the final landscape plan. The marker shall be installed prior to completion of improvements to the area where the marker is to be located, unless otherwise approved by the County Manager. If approved as part of the final landscape plan, the marker may be placed in a temporary location prior to installation in its final location.

**Bob Peck Showroom Reproduction**

88. The developer agrees to include detailed exterior and interior plans as shown on the drawing dated February 14, 2008, of the proposed reproduction of the Bob Peck showroom, as part of the post-approval 4.1 plan submission per Condition #10.

**Connection with 950 North Glebe Road**

89. If, in connection with the redevelopment of 950 North Glebe Road, the County is able to obtain an easement from that property owner/developer for the establishment of a public vehicular and/or pedestrian connection from 950 North Glebe Road to Office Building B, through their shared property line, the developer agrees to grant an appropriate public access easement for that access, and to facilitate that access in a form that is mutually acceptable to the parties.

## GENERAL LAND USE PLAN RESOLUTION

WHEREAS, the County Board of Arlington County (“County Board”) finds that North Glebe Residential, LLC has requested that the General Land Use Plan be amended to change the designation for a property known as 800-900 N. Glebe Road [RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019], generally located on the southern part of the block bounded by N. Glebe Road, Wilson Boulevard, N. Wakefield Street, and Fairfax Drive (Bob Peck and Staples Site) as shown on the attached map entitled GP-314-08-1 (“Property”) from “Service Commercial” to “Medium” Office-Apartment-Hotel, and to add Note 23 to specify that within the site area shown as "Medium" Office-Apartment-Hotel, buildings on the southwest and western portions of the site shall consist of residential uses and have maximum heights of 50 feet.; and

WHEREAS, on February 11, 2008, the Planning Commission recommended that the proposed changes to the General Land Use Plan be approved; and

WHEREAS, the County Manager has recommended that the proposed changes to the General Land Use Plan be approved; and

WHEREAS, the County Board held a duly advertised public hearing on the proposed General Land Use Plan amendment on February 23, 2008; and

WHEREAS, the County Board has considered the foregoing recommendation and the purposes of the General Land Use Plan and the Comprehensive Plan as set forth in those documents, the Arlington County Zoning Ordinance and the Code of Virginia; and

WHEREAS, the County Board finds that the proposed changes to the General Land Use Plan are consistent with the general planning goals of the Ballston Sector Plan.

NOW, THEREFORE, be it resolved that, based on the aforementioned considerations, deliberations and all public comments, the County Board of Arlington County finds that the proposed General Land Use Plan amendments to change the designation of the Property from “Service Commercial” to “Medium” Office-Apartment-Hotel, and to add Note 23 to specify that within the site area shown as "Medium" Office-Apartment-Hotel, buildings on the southwest and western portions of the site shall consist of residential uses and have maximum heights of 50 feet, should be, and hereby is, approved.

## REZONING RESOLUTION

WHEREAS, the County Board of Arlington County (“County Board”) finds that North Glebe Residential, LLC has requested a rezoning of properties located at 800-900 N. Glebe Rd., 4525 Wilson Blvd., 815 N. Woodrow St., which are identified in the County Record as RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019, 14-054-001, -002 from “C-2” Service Commercial-Community Business Districts, “RA8-18” Apartment Dwelling Districts, and “R-5” One-Family Dwelling Districts to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts and “RA8-18” Apartment Dwelling Districts; and

WHEREAS, on February 11, 2008, the Planning Commission recommended that a rezoning to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts and “RA8-18” Apartment Dwelling Districts be approved; and

WHEREAS, the County Manager has recommended that a rezoning to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts and “RA8-18” Apartment Dwelling Districts be approved; and

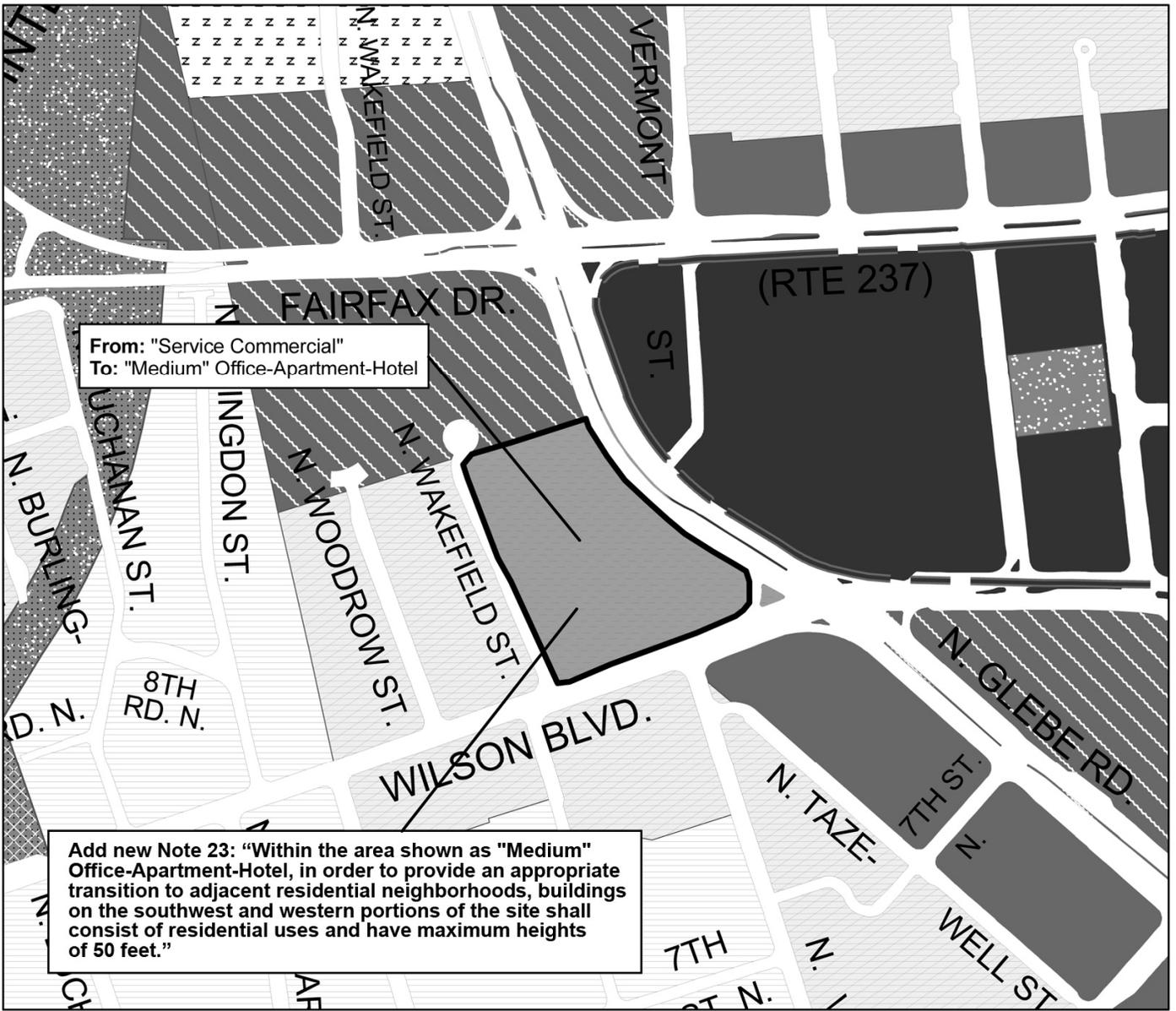
WHEREAS, the County Board held a duly advertised public hearing on the proposed rezoning on February 23, 2008; and

WHEREAS, the County Board finds that the proposed rezoning to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts and “RA8-18” Apartment Dwelling Districts is consistent with the General Land Use Plan; and

WHEREAS, the County Board finds that the proposed rezoning to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts and “RA8-18” Apartment Dwelling Districts is required by public necessity, convenience, general welfare, and good zoning practice.

NOW THEREFORE, be it resolved that, based on the aforementioned considerations, deliberations and all public comments, the County Board of Arlington does find that the proposed rezoning **FROM** “C-2” Service Commercial-Community Business Districts, “RA8-18” Apartment Dwelling Districts, and “R-5” One-Family Dwelling Districts **TO** “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts and “RA8-18” Apartment Dwelling Districts; for the properties located at 800-900 N. Glebe Rd., 4525 Wilson Blvd., 815 N. Woodrow St., which are identified in the County Record as RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019, 14-054-001, -002, should be, and is thereby, approved.

GP-314-08-1, Z-2538-7-1,  
SP #401 Peck/Staples/Jordan Manor



**General Land Use Plan Amendment 314-08-1**  
**Recommendation: Approve**

Legend		Commercial and Industrial		Office-Apartment-Hotel		GOVERNMENT OWNED	
<b>Land Use Category</b>		Service Commercial		Medium		Background Shading will Vary	
<b>Residential</b>		<b>Public and Semi-Public</b>		<b>Mixed Use</b>			
[White Box]	Low: 1-10 Units/Acre	[Dotted Box]	Public	[Diagonal Lines Box]	High-Medium		
[Light Gray Box]	Low-Medium: 16-36 Units/Acre	[Cross-hatched Box]	Government and Community Facilities	[Dark Gray Box]	Coordinated MU		
[Medium Gray Box]	High-Medium: 3.24 F.A.R.						



0 300 Feet





**ARLINGTON**  
VIRGINIA

Map prepared by Arlington County GIS Mapping Center  
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Printed: October 2007

GP-314-08-1, Z-2538-7-1,  
SP #401 Peck/Staples/Jordan Manor



**Z-2538-07-1 REZONING**  
**Recommendation: Approve**



800-900 N. Glebe Rd., 4525 Wilson Blvd., 815 N. Woodrow St.  
 (RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019,  
 14-054-001, -002)

Case Locations

Rezoning from “C-2” Service Commercial-Community Business Districts, “RA8-18” Apartment Dwelling Districts, and “R-5” One-Family Dwelling Districts to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts and “RA8-18” Apartment Dwelling Districts;



**Note: This map is for property location assistance only. They may not represent the latest survey, and other information.**

GP-314-08-1, Z-2538-7-1,  
 SP #401 Peck/Staples/Jordan Manor