



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of July 19, 2008**

SUPPLEMENTAL REPORT

Additional Recommendations and Revised Conditions

DATE: July 17, 2008

- SUBJECTS:** A. Z-2539-08-2 REZONING: Ashton Park Assoc. c/o The Shooshan Co., rezoning from “C-M” Limited Industrial Districts and “C-2” Service Commercial - Community Business Districts to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts; 4000 Wilson Blvd. (RPC #14-060-013, -015, -026, -036, -038, -050, -058, -061, -065)
- B. SP #413 SITE PLAN: Ashton Park Assoc. c/o The Shooshan Co., an application to approve approx. 367 dwelling units, approx. 660,190 sq ft office, approx. 26,900 sq ft retail, comprehensive sign plan, modification of use regulations for, among others, density, height, parking, storage; 4000 Wilson Blvd. (RPC #14-060-013, -015, -026, -036, -038, -050, -58, -061, -065, portion of 5th Place West, and County R.O.W. associated with RPC #14-060-061)

C.M. RECOMMENDATIONS:

Adopt the attached resolution to approve the rezoning from “C-M” Limited Industrial Districts and “C-2” Service Commercial - Community Business Districts to “C-O-2.5” Commercial Office Building, Hotel and Apartment Districts; 4000 Wilson Blvd. (RPC #14-060-013, -015, -026, -036, -038, -050, -058, -061, -065).

Approve the site plan application for 362 dwelling units, 660,190 sq ft office, 26,900 sq ft retail, comprehensive sign plan, modification of use regulations for, among others, density, height, parking, storage; 4000 Wilson Blvd. (RPC #14-060-013, -015, -026, -036, -038, -050, -058, -061, -065, portion of 5th Place North, and County R.O.W. associated with RPC #14-060-061), subject to the **revised** conditions **in this of the** staff report.

County Manager: _____

County Attorney: _____

Staff: Richard Dooley, Richard Tucker, DCPHD, Planning Division; Robert Gibson, DES, Division of Transportation; Hunter Moore, AED; Betts Abel, DCPHD, Housing Division; Michael Clem, DES, Solid Waste Bureau; Scott McPartlin, David Miller, PRCR; Tim O’Hora, Betsy Herbst, DES, Real Estate Division

PLA-5007-Supplemental

Adopt the resolution to authorize the County Manager to evaluate the feasibility of incorporating County-owned density from the east side of North Quincy Street into Founder's Square in exchange for improvements in Mosaic Park.

DISCUSSION: This supplemental report provides additional information and proposes changes to site plan conditions contained in the July 10, 2008 staff report. It also provides details about the applicant's updated Comprehensive Sign Plan, includes staff's responses to the Planning, Transportation, and Park & Recreation Commissions' recommendations.

Modification of Use Regulations: Based on questions raised at commission meetings, the following text is provided to clarify why staff supports the following requested modification:

- Office parking ratios less than the 1 per 580 s.f.

Per the original plans for the project submitted in January 2008, the proposed project met or exceeded the parking requirements for residential, retail and office GFA. Through the SPRC and public review process the applicant responded to community concerns and shifted density from the residential buildings along Quincy Street, lowered those building heights, and increased the density and height of the north office building. The footprint of the north office building's garage is constrained due to the security requirement of the south office building. As a result, the applicant has proposed to construct 5 complete levels of below-grade parking totaling 485 spaces. This results in an overall office parking ratio of 1 space per 647 sq ft, which requires a modification of use regulation. The remainder of the site meets or exceeds the parking required for the south office building, residential space and the retail space. In order to meet the 1 space per 580 square foot requirement for the proposed north office density, an additional 53 spaces would be required. To meet the community goal of decreased building heights along Quincy Street and to provide a taper downward in building heights from the north to the south and from the west to the east, a total of 60 residential units were removed from the residential buildings. However, when the residential density was shifted to office density, it did not result in a one-for-one shift in the parking spaces given the parking requirement of 1 per 580 sq ft for office space; office use requires more than twice as many parking spaces compared to residential requirements. Staff supports the modification of use regulation because the goal of shifting density to the north office building from the residential buildings along Quincy Street could not have been achieved by parking the north office building at 1 space per 580 square feet. In order to have met the 1 space per 580 square feet ratio, it would have required the footprint of the north office parking garage to be increased, which would have resulted in conflicts with the security requirements of the south office building.

Comprehensive Sign Plan: The applicant has proposed a comprehensive sign plan which includes building address and identification signs. The table in Attachment B provides details regarding the proposed signs.

Staff supports these directional signs as they help guide users of the proposed project. In order to

help identify the tenant, the applicant proposes a rooftop sign on the north façade of the north office building. The sign is proposed to be illuminated and 5 feet tall and 27 feet long. Rooftop lighting hours of operation will be from dusk to 12:00 midnight. Staff supports this sign plan as revised by the applicant and, per the Planning Commission’s recommendation, that removed the previously proposed second rooftop sign that faced the residential neighborhood to the east.

While locations, sizes, and types of signs have been addressed in the plan, the applicant would leave final design, material, color, spacing, and style to the future tenants, who would be required to obtain administrative approval and permits for specific signs consistent with the approved comprehensive sign plan. Staff used the “Guidelines for Signs on Site Plan Buildings” to analyze the proposed comprehensive sign plan. Projecting signs can have a maximum size of 3 square feet, and the applicant is proposing 7 square foot projecting signs. However, given the size of the project and the buildings and that the “Guidelines for Signs on Site Plan Buildings” uses the overall project’s building linear frontage to calculate allowable sign area, the proposed overall comprehensive sign plan is generally consistent with the requirements noted earlier and staff supports the proposed comprehensive sign plan. The table below summarizes the square footage allowed compared to the proposed square footage of signs for the project.

Building	Building Linear Frontage	Square Footage Proposed
South Office	120 s.f.	9.5 s.f.
South Residential	254 s.f.	119 s.f.
North Office	450 s.f.	375 s.f.
North Residential	321 s.f.	324 s.f.
One-Story Retail	197 s.f.	171 s.f.

The comprehensive sign plan for this proposed project, which was reviewed by the SPRC and the Planning Commission members, is regulated under Condition #50. Staff has modified the standard condition to address the need to adjust the lighting levels, if necessary.

Resolution: In addition to the current site plan being proposed by the applicant, the County Board is asked to consider a resolution, if the current proposed site plan is approved, that would authorize the County Manager to evaluate the feasibility of incorporating density from the current or proposed County property on the east side of North Quincy Street into Founder’s Square in exchange for improvements in Mosaic Park. In exchange for improvements in Mosaic Park, the County Board may consider a site plan amendment to SP #413 for the following:

- Up to three additional floors on the commercial office building on Wilson Boulevard, and/or
- Up to an additional two floors on the north residential building, and/or one additional floor on the south residential building to be developed on the west side of North Quincy Street.

Any proposal would retain a substantial tapering of building heights, providing a decline in height generally from the northwestern to the southeastern portions of the project.

Proposed Development: The following table sets forth the updated statistical summary for the proposed development:

	Proposed
SITE AREA	233,151 s.f. (5.3524 acres)
Density	
Total Commercial	687,090 SF (7.17 FAR) ¹
Site area allocated for commercial use	95,818 SF
Retail G.F.A.	26,900 SF
Commercial G.F.A. – total (retail and office)	331,560 SF
South office / secure	355,530 SF
North office	312,660 304,660 SF
Residential units - total	362 units (115 du/acre)
Site area allocated for residential use	137,333 SF
North residential	198 units
South residential	164 units
“C-O-2.5” Max. Permitted Office Bldg. FAR	2.5 FAR
“C-O-2.5” Max. Permitted Residential Units	115 du/acre (362 du)
Height – South / Secure Office Building	
Main roof	154.94 feet
Penthouse roof	172.94 feet
# of stories	13 ²
Height – North Office Building	
Main roof	187.84 feet
Penthouse roof	205.84 feet
# of stories	15
Height – North Residential Building	
Main roof	176.39 feet
Penthouse roof	194.39 feet
# of stories	17
Height – South Residential Building	
Main roof	126.83 feet
Penthouse roof	144.83 feet
# of stories	12
Height – One-story Retail Building	
Main roof	18.5 feet
Penthouse roof	28.94 feet
# of stories	1
“C-O-2.5” Max. Permitted Office Bldg. Height	12 stories
“C-O-2.5” Max. Permitted Residential Bldg. Height	16 stories
Elevation – South / Secure Office Building	
Main roof	429.00 feet
Penthouse roof	447.00 feet

¹ The secure (south) office building (355,530 s.f.) will be bonus density. In addition, density from the WMATA site (33,727 s.f.) and LEED bonus density (58,288 s.f.) is being used for this project. After taking the secure office building and other added densities out of the calculations, the project achieves a 2.5 FAR. See Attachment C for density calculations submitted as part of the proposed site plan.

² Modification of Use Regulations are requested for the secure office building’s 13-story height, the north office building’s 15-story height, and the north residential building’s 17-story height.

Elevation – North Office Building	
Main roof	462.00 feet
Penthouse roof	480.00 feet
Elevation – North Residential Building	
Main roof	450.45 feet
Penthouse roof	468.45 feet
Elevation – South Residential Building	
Main roof	400.89 feet
Penthouse roof	418.89 feet
Elevation – One-story Retail Building	
Main roof	292.56 feet
Penthouse roof	303 feet
Parking – Office	
Standard spaces	872
Compact spaces	183
Handicap spaces	29
Total spaces	1,084
Parking Ratio – South/Secure	1 per 580 SF to 1 per 1,000 SF
Parking Ratio – North	1 per 647 650 SF to 1 per 1,000 SF
Office Required Parking Ratio (typ. site plan)	1 per 580 SF
Office Required Parking Spaces (typ. site plan)	1,153 1,139
Parking – Retail	
Standard spaces	39
Compact spaces	9
Handicap spaces	4
Total spaces	52
Parking Ratio	1 per 580 SF
Retail Required Parking Ratio (typ. site plan)	1 per 580 SF
Retail Required Parking Spaces (typ. site plan)	47
Parking – Residential	
Standard spaces	273 264
Compact spaces	136
Handicap spaces	13
Total spaces	422 413
Parking Ratio	1.125 sp/first 200 units, then 1 sp/unit thereafter
Residential Required Parking Ratio (typ. site plan)	1 sp/unit
Residential Required Parking Spaces (typ. site plan)	362 spaces
LEED Score	
South / Secure Office (LEED-CS)	28 points (Silver)
North Office (LEED-CS)	28 points (Silver)
North Residential (LEED-NC)	33 points (Silver)
South Residential (LEED-NC)	33 points (Silver)
One-story retail (LEED-CS)	15 points
Land Development (pilot) (LEED-ND)	84 points (Platinum)

Staff Responses to Commissions' Recommendations:

Park & Recreation Commission: The Park & Recreation Commission heard this site plan request at its June 24, 2008 meeting. The Commission voted unanimously to recommend to the County Board approval of this plan. The motion included the following:

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 SP #413 Site Plan (Founders Square)

- The applicant should clearly demarcate the proposed public access easement area and private areas on all ensuing plans. The Commission encourages the applicant's consultants to "open up" the east-west and north-south paths through the site.
Staff Response: The applicant has provided additional information (Attachment A) clearly demarcating the public and private open space areas. The applicant has also enlarged the east-west pedestrian path clear width from 10' to 14'.
- The Commission encourages the use of all density on the existing and future Mosaic Park parcels to be used for development of the Park.
Staff Response: The County Board will be considering a resolution wherein the staff and applicant would explore, per a separate site plan amendment, the possibility of using any portion of County-owned density on the Founders Square site plan.
- The Commission opposes permanent or temporary relocation of the recycling center to Mosaic Park and suggests the Verizon site as an alternative. Their concern was that if a new location cannot be identified now, the County would have difficulty finding a site in two years.
Staff Response: Two locations, a Verizon site (10th St. and Hudson St. in Clarendon) and along the east side of Quincy Street on one of the parcels obtained by the County as part of the land exchange, are still being considered for the recycling center. The location of the recycling center will require a Comprehensive Plan amendment and Use Permit which will be considered by the County Board in the Fall.

Transportation Commission: The Transportation Commission heard this site plan request at its July 2, 2008 meeting. The Transportation Commission, by a vote of 6-3, approved a motion to recommend that the County Board deny the application for the following reasons:

- The overall density on the site and its location in a taper zone near a low density neighborhood.
Staff Response: The project tapers from north to south and west to east as proposed in the Quincy Street Plan. The increase in density and height helps the County to move toward the goal of retaining a key Federal tenant and obtain additional opens space on the east side of Quincy Street adjacent to Mosaic Park.
- The building heights and densities that violate the tapering, height, and density requirements in the adopted Quincy Street plan for the site.
Staff Response: The North Quincy Street plan is guidance and the County Board may approve increases in height and density above that which the General Land Use Plan recommends, and staff recommends the additional height and density given the extraordinary circumstances of this project.
- Concern about the appropriateness of locating a high security quasi military facility adjacent to high density residential buildings and a shopping mall.
Staff Response: The retention of key Federal agencies is a top priority in the County's response to the BRAC 2005 report.
- High trip generation resulting from the extra density.

Staff Response: Staff supports the findings identified in the applicant's TIA which are supported by WMATA and Census data, indicating that during the peak hours 30% for the office, 60% of the retail and, 15% of the retail trips generated by the site would be non-single occupancy vehicle trips which significantly reduces the projects impact on the surrounding roadway network. These trip reductions are attributed to the site's location within a mixed use walkable/bikeable community well served by transit.

- Proposed reductions in parking from the level called for in the zoning code without commensurate community benefits.

Staff Response: The project maintains the same number of spaces as proposed prior to the SPRC process. In a response to community concerns the project lowered the residential densities and heights along Quincy Street making up for the reduction in density by increasing the office density. This shift required a reduction in the parking ratio for the density in the North Office Building since office space requires approximately twice as much parking per square foot when compared to residential space.

- The proposed 1-story retail on Quincy and adjacent surface parking, which is inconsistent with our urban planning principles.

Staff Response: The provision of the building in the site plan allows the required space to locate the secure office building.

- Site circulation problems, including the absence of one or more new streets to absorb traffic and provide non-primary street locations for garage entrances and loading docks.

Staff Response: Throughout the SPRC process the issue of connectivity was discussed and Staff agrees with the general consensus of the SPRC that it is beneficial to provide the high quality park like environment of the east-west pedestrian connection rather the addition of a new street though the site at this location. The addition of the east-west pedestrian connection improves pedestrian circulation and connectivity in the area. To reduce the number of curb cuts associated with the project the location of the retail building was moved to the south so that the total number of curb cuts associated with the project could be reduced from 8 to 6.

- Streetscape issues, including the lack of a pedestrian-protective parking lane on Randolph, raised airshaft garage vents, and building set back and undulating and uninviting landscaping issues relating to the secure building.

Staff Response: In lieu of a parking lane, the plan includes a raised curb and a 5-foot wide planting strip with street trees and evergreen shrubs between vehicles and pedestrian along Randolph Street.

- The limited size of the east-west pedestrian right of way, which is only 14 feet wide for much of its length.

Staff Response: The east-west pedestrian path through the site provides at a minimum a 14-foot wide clear sidewalk between Randolph Street and Quincy Street, which is greater than the clear sidewalk required for a Type A street identified in the Rosslyn-Ballston Corridor Streetscape Standards. In addition to the clear sidewalk provided in the east-west pedestrian connection multiple areas are provided for seating and congregation in areas which exceed the 14-foot width.

- The draft staff report contained a number of missing or incomplete site plan conditions in the staff document.

Staff Response: The staff report has been finalized and updated.

Planning Commission: The Planning Commission heard this site plan request at its July 9, 2008 meeting. The Commission voted 9-1 to recommend to the County Board approval of the rezoning and the site plan requests, and the Commission also voted 9-1 to find that the vacations are consistent with the Comprehensive Plan or applicable part thereof, with the additional recommendations written below.

- Do not locate the recycling center within the current or future boundaries of Mosaic Park.
Staff Response: See response above for similar Park & Recreation Commission recommendation.

- Staff and the applicant to clarify the description of the project phases that are referenced throughout the conditions.

Staff Response: In Phase I the developer would build the one-story retail building located at the southern portion of the site. Phase II would include the south (secure) office and south residential buildings. Phase III would include the north office and north residential buildings (see graphics below).



- Modify the County Manager’s draft resolution to reflect that any action to add height or density be handled as a major site plan amendment.

Staff Response: Per Section 36.H.2. it is likely that any request for additional height (change by more than 12 feet) or density (change by 5% of the total GFA) would be handled as a major site plan amendment.

- Staff to update the statistical table to show the North Quincy Street Plan building heights in comparison to the proposal.

Staff Response: The table below provides the details of the proposed project compared to the North Quincy Street Plan guidance.

Z-2539-08-2 Rezoning
SP #413 Site Plan (Founders Square)

PLA-5007-Supplemental

Building	N. Quincy St. Plan Building Heights	Proposed Building Heights
One-story retail	8 stories	1 story
South (secure) office	12 stories	13 stories
North office	12 stories	15 stories
North residential	8 stories	17 stories
South residential	8 stories	12 stories

- The affordable housing contribution condition (Condition #68) to reference Zoning Ordinance section 36.H.6.b.4 and incorporate the CPI escalation language.
Staff Response: No change is needed. The rates used to calculate the affordable housing contribution for Founders Square are those in effect in the year 2008: \$1.65 per square foot for the first 1.0 FAR of gross floor area and \$4.40 per square foot for the gross floor area above 1.0 FAR. According to section 36.H.6.iv.5. of the Zoning Ordinance, the contribution rates are adjusted annually based on the Consumer Price Index for Housing and “Amounts for the calculation of the cash option are established at the time the site plan application is filed.” The date of the County Manager’s acceptance of a 4.1 site plan submission is considered the date that the application is filed. Therefore, the amount of the contribution would not escalate and is based on the 2008 rates.
- Encourage the County and the applicant to expand the width of the public easement on the western half of the pedestrian pathway.
Staff Response: Staff recommended to the applicant the width of the public easement be expanded to extend to the southern façade of the North Residential building. The applicant has declined to make the change.
- Strongly encourage the applicant to provide public access to a large portion of both sides of the low wall proposed on the pedestrian pathway adjacent to the secure building’s north and west lawn areas.
Staff Response: Staff recommended to the applicant to modify the landscaped area south of the low wall in order to accommodate pedestrians who might want to sit on the low wall and face the south. The applicant has modified the landscaping accordingly to facilitate that request. However, due to security concerns, the southern portion of the public easement ends at the low wall.
- Add a condition for a polling place to be located in the immediate area, to possibly include Liberty Center as well as any vacant retail space that may exist in the two story retail building.
Staff Response: Condition #85 was added, “The developer agrees to work together with the County staff to help identify potential sites within the Ballston area that could accommodate a polling station.”
- Add a condition requiring that any revision that includes additional height or density be required to come to the Site Plan Review Committee.
Staff Response: Staff suggested modifications to the resolution text such that any action to add height or density be handled as a major site plan amendment. Staff does not believe an additional site plan condition is necessary since the request from the applicant

for significant additional height or density would be treated as a site plan amendment per the Zoning Ordinance.

- Modify the County Manager’s resolution to include the following underlined language that “the County Manager is hereby authorized to evaluate the feasibility of incorporating density from the County-owned land”... (first paragraph), and “Any proposal shall retain a substantial tapering”... (third paragraph).

Staff Response: The draft resolution includes that change.

- Urge the County Board to draft a resolution emphasizing the extraordinary circumstances that have led to the award of bonus density to such an extent in this project to avoid precedents being set for future projects.

Staff Response: The County Board report states this is a project with extraordinary circumstances.

- Staff to calculate figures of open space accessible to the public.

Staff Response: Attachment A provides additional information clearly demarcating the public access easement, the generic open space areas, and the private open space areas.

- Restrict rooftop signs to the north face of the north office building.

Staff Response: The applicant has revised its Comprehensive Sign Plan and has eliminated the east-facing rooftop sign – details of which are provided in the following section of this report.

Revised Site Plan Conditions: Based on continued negotiations with the applicant, there is the need to update some of the site plan conditions included in the County Board report dated July 10, 2008 for this site plan. Staff recommends the following revised conditions:

- Revised Condition #14, 17, 27, 31, 32, 34, and 41 to bring each condition’s respective language in conformance with the current County requirements.
- Revised Condition #15 to clarify that the developer agrees to “relocate” but not provide “improvements” to existing traffic-related items and equipment.
- Revised Condition #16 to allow the use of drainage board, if appropriate, and to clarify what plantings will have a minimum of 3-feet of soil depth.
- Revised Condition #19 to correct the street cross-section numbers.
- Revised Condition #21 to note that tree pits with plantings will be used instead of tree grates; London Planetree street trees were added to N. Quincy St. to address Urban Forestry Commission’s comments on street tree diversity; corrected clear-width of the pedestrian path.
- Revised Condition #22 to note that a small part of the project site has a different size structure-free zone compared to the normal County minimum.
- Revised Condition #26 to clarify where double globe and standard street lights will be used.
- Revised Condition #36 to note that the North Residential building’s loading dock minimum clear height is 16’ 8.”
- Revised Condition #43 to recognize that shower facilities and lockers are part of the South Residential building’s penthouse.
- Revised Condition #50 to clarify requirements for the Comprehensive Sign Plan that the

applicant is asking the County Board to consider at the July 19, 2008 County Board meeting.

- Revised Condition #51 to clarify that car-sharing services could be provided in the northernmost buildings or the South Residential building.
- Revised Condition #52 to correct the number of parking spaces.
- Revised Condition #57 to allow more time for the applicant to obtain a Master Certificate of Occupancy.
- Revised Conditions #58 and #78 to recognize the need for the developer to coordinate with the County and the secure building's tenant.
- Revised Condition #66 to clarify the levels of North Office building parking garage spaces to be made available for public parking.
- Revised Condition #68 to clarify that the cash contribution in Option 2 would be payable prior to issuance of the first certificate of occupancy for the north office building on which the contribution is calculated.
- Revised Condition #73 to update the size of the easement area, eliminate redundancy, and recognize that pertinent DoD standards apply to the 82' standoff area for the secure building.
- Revised Condition #83 to include the County's role in the approval of the tenant for the south office building.
- Revised Condition #84 to allow for a limited amount of light to emanate from the interior of the penthouses.

For ease of discussion at the County Board meeting, all conditions have been included in this report. Changes to the report dated July 10, 2008 are shown highlighted.

Founders Square Site Plan Conditions

Updated July 17, 2008

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 July 11, 2008 and reviewed and approved by the County Board and made a part of the public record on July 19, 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 revised plan sheet titled "Phasing Plan" dated July 11, 2008, reviewed and approved by the County Board and made a part of the public record on July 19, 2008: "Retail Building", located on N. Quincy St. at the southern end of the project; "South Office Building", located on N. Randolph St. to the south of the "North Office Building"; the "North Office Building", located at the corner of N. Randolph St. and Wilson Boulevard; the "North Residential Building", located at the corner of N. Quincy St. And Wilson Boulevard; and the "South Residential Building", located on N. Quincy St. between the "North Residential Building" and the "Retail Building."

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

2. **Pre-Construction Meeting**

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

3. **Tree Protection and Replacement**

- a. The developer agrees to complete a tree survey, which shows existing conditions of the site and locates and identifies all trees which are four (4) inches in diameter or greater. The survey shall include any tree on adjacent sites whose dripline extends onto the subject site.
- b. The developer agrees to file and implement a tree protection plan which will designate any trees proposed to be saved by the developer. Trees designated to be saved on the tree protection plan, or those specified to be saved by the approved site plan and shown on any filing in connection with this case, will be protected. This plan shall include any tree on adjacent sites whose dripline extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites and shall be submitted and approved, and found by the County Manager to meet the requirements of this site plan, before the issuance of the Clearing and Grading or 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 for the phase under development. 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 #15 below, provided, however, that replacement as specified in this subparagraph (3.d.5) does not relieve the developer of any violation resulting from the failure to save identified trees.
 - (6) The location of all construction trailers shall be approved either by Administrative Change approval or be shown on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers proposed to be located in the public right-of-way shall require approval by DES and Zoning staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.
- e. In addition to saving identified trees, the developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction in accordance with the Arlington County Tree Replacement Guidelines. The developer agrees to submit tree replacement calculations and a tree replacement plan in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in assessing the condition of trees. Any replacement trees shall conform to the standards and specifications set forth in Condition #16a below and any replacement trees that cannot be accommodated on site will be provided in a monetary amount to the Tree Canopy Fund coordinated with Arlington County's Department of Parks and Recreation. The

developer agrees to submit and obtain approval of this plan by the County Manager as part of the final landscape plan.

- f. The developer agrees to make a contribution to the County's Tree Canopy Fund of \$2,400.00 per tree per paragraph 3.e above. The payment shall be delivered to the Department of Parks and Recreation Office prior to the issuance of the Excavation/Sheeting and Shoring Permit, and evidence of compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment. If the contribution is made more than 12 months after site plan approval, the contribution amount will be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U) from the date of initial County Board approval of the site plan to first day of the month on which the contribution is made.

4. **Photographic Record of Development**

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

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

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

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

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

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 each phase of development, 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, for the phase under development. The Construction Phase photographs, showing any construction to grade, shall be submitted before the Final Building Permit for the phase of construction to which the photos relate. 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 for the phase of construction to which the photos relate.

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 \$267,620 (\$50,000 x 5.3524 acres). This total payment shall be allocated between the three (3) phases, with one-third (\$89,206.67) contributed with Phase I, one-third (\$89,206.67) contributed with Phase II, and one-third (\$89,206.66) contributed with Phase III. These funds may, but need not, be used by the County for the purpose of providing the undergrounding of utilities along the properties which are not redeveloping in this undergrounding district. If the area of the site plan is subdivided, the contribution to be made by each owner shall be based proportionally on the amount of site area allocated to each subdivided parcel. The contribution, if not obligated by the County to pay for utility undergrounding projects within 10 years from the date of payment, will be refunded without any accrued interest to the development owners of record at the time of any refund.

Plan for Temporary Circulation During Construction

- 6. The developer agrees to develop and implement (after approval) a plan for temporary

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

The developer agrees, during 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, or other effective 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. 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. Intentionally omitted.

Retail Relocation

8. The developer agrees to coordinate with the Department of Economic Development in order to provide the following relocation assistance to all retail tenants under lease as of the date of the approval of the proposed site plan:
 - a. The developer agrees to keep all retail tenants informed of the redevelopment schedule by providing periodic updates with regard to material changes in the development program for the site, including the phasing of the project, anticipated schedules for eviction, construction and occupancy, and any anticipated material impacts on the tenants while they remain on the site, such as test borings, construction signs and fencing, asbestos removal, disruptions to customer parking and pedestrian paths, and the like.
 - b. The developer will assist the County to make available to all retail tenants, either directly or through the developer, information on available commercial space in the County, business counseling services and appropriate business courses.
 - c. The developer agrees to cooperate with the retail tenants by referring tenants who so request to private sources of professional assistance in regard to lease negotiation (i.e., understanding lease terms, trends and negotiation strategy), space planning and other related sources of help.

- d. Except for provisions in any lease to the contrary, the developer agrees to maintain the site, structures and systems in good repair and in a businesslike appearance until the last retail tenant vacates or until the notice to vacate expires, whichever comes first.
- e. The developer agrees to show compliance with the terms of this condition to the Zoning Administrator before the issuance of the Clearing, Grading and Demolition Permit.

Compliance with Federal, State and Local Laws

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

Post-County Board 4.1 Filing

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

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

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

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

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 for each phase, if phases are not concurrent or overlapping.

- 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, or available for direct and immediate contact, 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 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.

14. Vacations and Encroachments

The developer agrees submit Vacation and Encroachment application(s) or waiver form(s) prior to the issuance of any permits for the site plan. Vacations and encroachments shall be recorded before the Final Building Permit is issued. Prior to the issuance by the County of any permit for development of the site plan, except for demolition permits solely for buildings and structures not owned by the County or located on property within which the County has an interest, the developer agrees to obtain approval of, and fulfill all required conditions of, all ordinances of vacation and/or ordinances of encroachment associated with and/or required to build the project, or any portion thereof, as depicted on the site plan referenced in Condition # 1 of this Ordinance and in accordance with final site engineering plans for the project approved by the

County. The satisfaction of the requirements of this condition may be phased (i.e., all ordinances of vacation or ordinances of encroachment associated with each approved phase of development must be enacted or obtained before issuance, by the County, of any permit for any work relating to, or necessary for, such phase, except for demolition permits for buildings or structures, not owned by the County or located on property within which the County has a legal interest) provided that such phasing is approved by the County Manager as part of a phasing plan as set forth in Condition #70. Irrespective of any other conditions set forth herein, the developer agrees that no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless and until the developer, before any Excavation/Sheeting and Shoring Permit is issued, first has: a) obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and, b) met all of the conditions of such ordinance(s). This condition shall not prohibit the developer from obtaining the permits necessary to perform work for relocation of utilities, as required by any condition of any ordinance of vacation approved in connection with this Site Plan, provided however, that the developer meets all other conditions required for obtaining the permit.

- **The following Conditions of site plan approval (#15 through #31) 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 **partial** Certificate of Occupancy **for tenant** for the respective phase of construction. The final landscape plan for each phase shall include the following details as applicable to the phase under development:

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

The developer agrees to relocate existing traffic signal poles, traffic signal cabinets, and any other existing traffic-related items and equipment located on, or in the public right-of-way contiguous to, the development site as described below. The **relocations improvements** shall conform to the DES Construction Standards and Specifications, and shall be shown on the final engineering plan. **Installation of the improvements** **The relocations** shall be completed prior to issuance of the first **partial** Certificate of Occupancy **for tenant** for **each phase of** the development. **The developer agrees to install the following improvements:**

- b. Intake and exhaust garage ventilation grates may not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The developer agrees to provide drawings showing how the garage will be ventilated as part of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. The developer shall obtain approval from the County Manager of the location and screening of all ventilation grates as part of the review of the final civil engineering plan and the final landscape plan before issuance of the Footing to Grade Permit.

- c. The location, dimensions, materials, and pavement pattern, where applicable, for driveways and access drives, automobile drop-off areas, ADA ramps, driveway aprons, service drives, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet. All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager according to adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the final landscape plan.
- d. The location and types of light fixtures for streets, parking, walkway and plaza areas, and associated utilities, as contained in the lighting plan required in Condition #53 below.
- e. Topography at two (2) foot intervals, ~~and~~ the finished first floor elevation of all structures, and top-of-slab elevation for any proposed underground structures.
- f. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including but not limited to dimensions, size, style(s), materials(s), finish(s) and manufacturer(s) of seating, bollards, trash receptacles, bike racks, arbors, trellises, and water features, and other landscape elements or structures. Include public art information, if known.
- g. The location and planting details for street trees in accordance with Department of Environmental Services Standards and Specifications for planting in public rights-of-way and as shown on the final civil engineering plan.
- h. The limits of demolition and construction.

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

Landscape Standards

- 16. The developer agrees that all landscaping shall conform to Department of Environmental Services Standards and Specifications and to at least the following requirements:
 - a. Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:

- (1) Major deciduous trees (shade or canopy trees such as Oaks, Maples, London Plane Trees, Japanese Zelkovas, etc.) other than street trees—a minimum caliper of 4 to 4 1/2 inches, except as indicated in Condition #21 below.
 - (2) Evergreen trees (such as Scotch Pines, White Pines, Hemlocks, etc.)—a minimum height of 7 to 8 feet.
 - (3) Ornamental deciduous trees (such as Cherries, Dogwoods, Serviceberries, Hornbeams, etc.)—a minimum caliper of 3 to 3 1/2 inches. Multi-stem trees shall not be less than 10 feet in height.
 - (4) Shrubs—a minimum spread of 18 to 24 inches.
 - (5) Groundcover—in 2 inch pots.
- b. The developer agrees to coordinate with the DPRCR urban Forester to determine an appropriate and acceptable season in which to conduct planting. Planting is to occur during a season so as to best ensure the viability of the plantings. In addition, the developer agrees to plant trees prior to issuance of the first Certificate of Occupancy Permit, weather permitting, as determined by the Urban Forester for each phase.
 - c. All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.
 - d. Exposed earth not to be sodded or seeded shall be well-mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.
 - e. Soil depth shall be a minimum of four (4) feet plus 12 inches minimum of drainage material or equivalent for shade trees and tall shrubs and three (3) feet for other shrubs, ornamental deciduous trees and evergreen trees. 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. Finished grades shall not exceed a slope of three to one or the grade that existed before the site work began.
 - f. The developer agrees to maintain the site in a clean and well-maintained condition before the issuance of the Clearing, Grading and Demolition Permit for each phase under development 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.

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

Utility Company Contacts

- 17. The developer agrees to contact all utility companies, including the electric, telephone and cable television companies, and offer them access to the site at the time of utility installation to install their underground cables. In order to comply with this condition the developer agrees to submit to the Zoning Administrator copies of letters from the developer to the utility companies offering them access as stated above for each phase of the project. The developer agrees to also contact the Engineering Plan Review Supervisor, in the Development Services Bureau, Transportation Division of the Department of Environmental Services in Arlington County not less than two (2) months prior to its planned commencement of utility undergrounding for each phase of the project to offer the County, at no cost to the County, access to the locations where the developer plans to excavate trenches or similar areas to install underground utilities so the County may install its fiber optic cable and/or conduit in those places concurrently with the developer's utility installation. Such access, and the terms and conditions under which access to the site will be provided and the undergrounding activities of the County and the developer will be coordinated, shall be set forth in an agreement approved by the County Manager and the County Attorney. The developer agrees to coordinate with the County to ensure the developer can meet its construction schedule.

Final site engineering plan approval by DES

- 18. The developer agrees to submit final site engineering plans to the Department of Environmental Services for each phase of the project. The plans shall include a receipt from the Zoning Office that the landscape plan has been accepted for the phase under development. 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 Department of Environmental Services 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 Department of Environmental Services for recording. Any doubt over whether pavement, curb and gutter must be constructed with a particular phase shall be determined by the County Attorney.

Pavement, Curb and Gutter Along All Frontages

19. The developer agrees to show on the final engineering plans pavement, curb and gutter along all frontages of this site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first Certificate of Occupancy for occupancy of the applicable phase of the project.
- a. The developer agrees to construct new curb and gutter along North Quincy Street, which results in a varying street cross section of approximately 49-feet to 69 72 feet, as shown on the final engineering plan approved by the County Manager. The developer agrees to construct a nub narrowing North Quincy Street extending from the North Residential Building's garage entrance to the south to the termination of the east-west pedestrian connection, as shown on the final engineering plan approved by the County Manager. The developer also agrees to nub the parking lane and construct one crosswalks and accompanying handicap ramps at the intersection of Ballston 5th Road North (north sides) and nub the parking lane with one crosswalk and accompanying handicap ramp at the intersection of Wilson Boulevard (south side), as shown on the final engineering plan approved by the County Manager.
 - b. The developer agrees to construct new curb and gutter along North Randolph Street, which results in a varying street cross section of approximately 46-feet to 56 57-feet, as shown on the final engineering plan approved by the County Manager. The developer also agrees to construct two crosswalks and accompanying handicap ramps at the intersection of Ballston Commons Mall Garage (north and south sides) and one crosswalk and accompanying handicap ramp at the intersection of Wilson Boulevard (south side) as shown on the final engineering plan approved by the County Manager.
 - c. The developer agrees to construct new curb and gutter along Wilson Boulevard creating a uniform 71-foot street width, which shall be approximately 25 feet from the Arlington County survey centerline, as shown on the final engineering plan approved by the County Manager. The developer also agrees to nub the parking lane with one crosswalk and accompanying handicap ramps at the intersection of North Randolph Street (east side) and nub the parking lane

creating a bus nub with one crosswalk and accompanying handicap ramp at the intersection of North Quincy Street (west side) as shown on the final engineering plan approved by the County Manager.

All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations. The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Arlington County Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval for each phase of the project; 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 July 11, 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 for each phase of the project, 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 VDES Survey Manual. The surveyor will be required to submit his or her computations to the Office of the County Surveyor for inclusion into the ACSCN. Plans referenced to the VCS 83 shall be annotated as follows: "The site shown hereon is referenced to the Virginia Coordinate System of 1983 as computed from a field survey which ties this boundary to the Arlington County Survey Control Network."

21. **Sidewalk Design and Improvements**

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

The sidewalk clear zones along the street frontages of this development shall be

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

- a. Continue across all driveway aprons for loading and garage entrances along all frontages of the site plan, and there shall be no barriers to impede the flow of pedestrian traffic.
- b. Not be less than six feet wide at any point.
- c. Allow encroachments by sidewalk cafes only in accordance with Condition # 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-inch depth or greater at spacings of less than 30.”

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

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

Wilson Boulevard – a minimum 16-foot, 8-inch wide sidewalk measured from the back of curb maintaining a 11-foot wide clear sidewalk, including 5 feet by 12 feet tree planting area pits with tree grates, planted with 4 ½ inch caliper Willow Oak street trees, placed 28 to 32 feet on center and the tree planting area to be a minimum of eight (8) inches back from the back of curb.

North Quincy Street – a minimum 16-foot, 8-inch wide sidewalk measured from the back of curb maintaining a 11-foot wide clear sidewalk, including 5 feet by 12 feet tree planting area pits with tree grates, planted with 4 ½ inch London Planetree street trees in front of Residential South Building and Retail Building and 4 ½ inch caliper Willow Oak street trees in front of Residential North Building, placed 28 to 32 feet on center and the

tree planting area to be a minimum of eight (8) inches back from the back of curb.

North Randolph Street – a minimum 16-foot, 8-inch wide sidewalk measured from the back of curb maintaining a 11-foot wide clear sidewalk, including 5 feet continuous planting area, planted with 4 ½ inch caliper Chinese Elm street trees and evergreen shrubs in front of Secure Office Building, and 5 feet by 12 feet planting area, planted with 4 ½ inch caliper Willow Oak street trees in front of Office North Building, placed 28 to 32 feet on center and the tree planting area to be a minimum of eight (8) inches back from the back of curb.

East-West Through Block Pedestrian Connection – A minimum of a 14 10-foot wide clear sidewalk shall be provided through the block.

Subsurface Structure-free Zone for Utilities and Streetscape

22. The developer agrees that in order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the final design of the project shall provide a structure-free zone under the public sidewalk along all street frontages, as required in the *Standards for Planting and Preservation of Trees in Site Plan Projects*. This zone shall be a minimum of five (5) feet deep and shall extend from the back of the street curb to the far edge of the public sidewalk, except as specifically shown along North Randolph Street adjacent to the North Office Building, on the plans dated June 16, 2008. 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, and shall be constructed in accordance with the standards defined in the Arlington County Department of Environmental Services Construction Standards and Specifications Manual.

Existing Water Main or Fire Hydrant Service

24. 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 Department of Environmental Services. This approval shall be obtained before the issuance of the Excavation/Sheeting and Shoring Permit.

Replacement of Damaged Existing Curb, Gutter and Sidewalk

25. 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 for the phase under development.

Street Lighting Requirements

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

The developer agrees to purchase and install Virginia Power "Carlyle" double globe standard street lights along Wilson Boulevard and Virginia Power "Carlyle" standard street lights along North Quincy Street and North Randolph Street 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. 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

27. 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, for each phase of the project, 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. The developer agrees to also contact the Engineering Plan Review Supervisor, in the Development Services Bureau, Transportation Division of the Department of Environmental Services in Arlington County not less than two (2) months prior to its planned commencement of utility undergrounding for each phase of the project to offer the County, at no cost to the County, access to the locations where the developer plans to excavate trenches or similar areas to install underground utilities so the County may install its fiber optic cable and/or conduit in those places concurrently with the developer's utility installation. Such access, and the terms and conditions under which access to the site will be provided and the undergrounding activities of the County and the developer will be coordinated, shall be set forth in an agreement approved by the County Manager and the County Attorney. The developer will coordinate with the County to ensure the developer can meet its

construction schedule. All utility relocation shall be completed prior to the issuance of the Shell and Core Certificate of Occupancy for each phase of the project.

Off-street Parking for Construction Workers

28. 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

29. 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

30. The developer agrees to design the penthouses using materials and a similar design to the rest of the respective building on which each penthouse rests. 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 for each phase.

The developer agrees that all retail storefronts along public rights-of-way are required to have an overall minimum transparency of 50% as measured from floor to ceiling. In addition, the portion of the retail storefronts that is located between three and eight feet from grade is required to be at least 80% transparent. The purpose of this condition is to allow pedestrians to view the activity within the retail establishment and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. "Transparency" shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment where human activity normally occurs and shall not be satisfied by views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like. Provided that the exterior material is glass or other transparent material, a tenant may apply to the County Board for a site plan amendment to grant an exception to this condition for a specified duration.

Recordation of Deeds of Public Easements and Deeds of Dedications

31. All required public deeds of easement and deeds of dedication shall be submitted to the Department of Environmental Services prior to the issuance of the Excavation/Sheeting and Shoring Permit, and be approved and recorded among the land records of the Clerk of the Circuit Court of Arlington County, by the developer before the issuance of the Final Building Permit. The developer agrees that there shall be no building construction within the easement area without approval by the County Manager or the County Board. Dedications granted by the developer for street and public right of way purposes and improvements shall be dedicated in fee simple to the County. Real Estate interests conveyed by the developer to the County for improvements, including, but not limited to, sidewalks, street trees, other streetscape plantings, and water, storm sewer, sanitary sewer, and other utilities, may be dedicated by easement to the County. The developer agrees that, for each phase, as phase is defined in the phasing plan required in Condition #70, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved site engineering plans, for the construction of any public street, public infrastructure, public utility, public facility or public improvement (jointly "Public Improvements"), shall be: a) submitted by the developer to the Department of Environmental Services for review and approval prior to the issuance of any Excavation/Sheeting and Shoring Permit for such phase; and; b) approved by the County; and c) recorded by the developer, among the land records of the Circuit Court of Arlington County, all before the issuance of the first partial Certificate of Occupancy for tenant for the building(s) or any portion thereof for such phase. Real estate interests conveyed by the developer to the County for public street or public right-of-way purposes shall be conveyed in fee simple, free and clear of all liens and encumbrances. Real estate interests conveyed by the developer to the County for Public Improvements or public uses, including, but not limited to, sidewalk, street trees, other streetscape planting, water mains, storm sewers, sanitary sewers, and other public utilities and facilities, which other Public Improvements are not located, or to be located, in the public street or public right-of-way may be granted to the County by deed(s) of easement, provided, however, that in the deed(s) conveying such real estate interests to the County, all liens and encumbrances shall be subordinated to the easement rights of the County.

- **The following conditions of site plan approval (#32 through #40) 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

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

Public Improvements Bond

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

Prior to the release of the public improvement bond, the developer agrees to submit as-built drawings for each phase of the project 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

34. The developer agrees that all new electrical transformers 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 for each phase of the project. 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. For each phase, as phase is defined in the phasing plan required by Condition # 70, 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 for each phase.

The developer agrees to install all new electric transformers, and all associated appurtenances, in underground utility vaults that shall meet both Dominion Virginia Power and County design and construction standards and specifications, except for the pad-mounted transformer for the one-story retail building as shown on the plans dated July 11, 2008. The developer agrees to install all other underground utility vaults in conformance with the County design and construction standards and specifications, and all applicable construction standards and specifications of the owner of the utilities. Such underground utility vaults ("Utility Vaults") may be placed, in whole or in part, within the County right-of-way or public easement, only after the developer applies for, and there is enacted by the County Board, an encroachment ordinance, or other County Board approval, permitting use of the County right-of-way or public easement for such purpose. Upon enactment of the ordinance or approval, the developer agrees to comply with all the conditions of such ordinance and any other conditions prescribed in the site plan condition addressing vacations and encroachments, including, but not limited to, recordation of any deeds, plats, or ordinances, the payment of compensation and required fees. Any associated ventilation grates for such vaults shall not be permitted, located or constructed within any portion of the County right-of-way or public easement area for sidewalks or public streets, or within any areas that provide pedestrian access to any buildings, street, and public or private open spaces. The location and placement of the Utility Vaults shall not conflict with the physical operation or placement of other existing or proposed public or private utility facilities. The Utility Vaults shall have a minimum horizontal clearance of five (5) feet to conduits and manholes and a minimum horizontal clearance of ten (10) feet to public water mains and public sanitary sewers, unless a greater or lesser clearance is specifically shown on the site engineering plans and approved by the Department of Environmental Services. The developer shall obtain approval from the County Manager for the location of all Utility Vaults, ventilation grates, and associated appurtenances, as part of the review and approval of the final site engineering plans by the Department of Environmental Services.

Interior Trash Collection and Recycling Areas

35. The developer agrees that interior space shall be provided and used for the collection, storage, compaction, and removal of trash, as well as appropriate facilities for the recycling of reusable materials as defined by the County. The collection, storage, compaction, and removal of trash shall not occur outside the interior loading space. This

space may not conflict with the use of a loading berth. The developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition before the issuance of the Footing to Grade Structure Permit for each phase of the project.

Interior Loading Spaces

36. The developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements: minimum 12-foot clear width (including entrances), 30-foot length and 14-foot height clearance. Any loading dock to be used for trash removal shall have a minimum interior height clearance of 18 feet, **except for the North Residential building where it is 15' 6".** All loading docks shall contain roll-down doors. Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week. The loading dock door shall also be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

Parking Garage Van Access

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

Parking Space Compliance with Zoning Ordinance

38. 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

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

Office and Residential Bicycle Storage Facilities:

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

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

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

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

Retail Bicycle Storage Facilities:

Two (2) retail visitor/customer bicycle parking spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; one (1) additional retail visitor/customer space for every 12,500 square feet, or portion thereof, of additional retail floor area; and one (1) additional retail employee space for every 25,000 square feet, or

portion thereof, of retail floor area. The retail visitor/customer bicycle spaces shall be installed at exterior locations that are convenient to the retail visitors/customers, and such locations shall be reviewed by the Department of Environmental Services. The developer agrees to obtain approval of the location, design and details of the retail visitor/customer bicycle spaces as part of the final site development and landscape plan. Facilities for retail visitors/customers must meet the County standards for bicycle racks, and be located close to retail visitor/customer entrances or the closest retail vehicle parking spaces.

Emergency Vehicle Access/support on Parking and Plaza Areas

40. 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 (#41 through #45) 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

41. The developer agrees to submit one (1) original and three (3) copies of a wall check survey for each phase to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #1 and #10 above. The wall check survey shall show the location of the walls at the top level of the below-grade structure, and will be provided prior to the issuance of a permit for above-grade construction for each phase.

Screening of Mechanical Equipment

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

Use of Penthouse

43. 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, except as shown on the plans dated July 16, 2008 allowing for shower facilities and lockers for the South Residential building.

Review by Crime Prevention Through Environmental Design (CPTED) Practitioner

44. The developer agrees to submit to the Operations Division of the Arlington County Police Department the approved post-4.1 drawings for review by the Crime Prevention Through Environmental Design (CPTED) practitioner in the Police Department for review of CPTED design elements.

FAA Documentation

45. 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 (#46 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.**

Water Main Improvements

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

The developer agrees to construct approximately 300 feet of new 8-inch water main in North Quincy Street, running parallel to and connecting with the existing 16-inch water main in North Quincy Street and tying into the existing 8-inch water main in 5th Street North.

The developer agrees in North Randolph Street along the site frontage, to abandon approximately 560 feet of existing 6-inch water main and replace it with new 8-inch water main, connection the existing 8-inch water main in Wilson Boulevard at one end and at the other end tying into the existing 6-inch water main in North Randolph Street.

Sanitary Sewer Main Improvements

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

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, including the existing 8-inch sanitary sewer located in 5th Place North extending between North Quincy Street and North Pollard Street, as identified by County staff and as shown on the final engineering plan approved by the County Manager.

Storm Sewer Improvements

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

Fire Hydrant and Fire Department Connection Requirements

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

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

Comprehensive Sign Plan

50. The developer submitted a comprehensive sign plan dated July 14, 2008, reviewed and approved by the County Board and made a part of the public record on July 19, 2008. The developer agrees to limit signs on the site only to those consistent with the comprehensive sign plan as approved by the County Board on July 19, 2008. No sign permits shall be issued if the Zoning Administrator determines that the signs are not generally consistent with the comprehensive sign plan dated July 14, 2008.

Minor changes to the one (1) approved rooftop sign may be approved administratively by the Zoning Administrator. For the purposes of the preceding sentence, minor changes shall include only the following: (i) a minor adjustment in the location of the sign to meet field conditions (less than 1 foot in any direction); or (ii) either a minor change in the area of the sign (less than 5%) or the total sign area does not exceed 135 square feet. All other changes to the approved rooftop sign will require site plan approval or amendment.

The developer agrees to install a rheostat, ~~or~~ other appropriate variable resistor, or other mitigation measure that will allow the developer to adjust the rooftop sign's lighting intensity from a level of 0 LUX to 500 LUX. The developer further agrees that if the County Manager finds that the intensity of the rooftop sign's lighting has an adverse effect on the surrounding area, the developer will, within 24 hours notice from the County Manager, reduce the intensity of the lights to a level that, in the County Manager's reasonable judgment, will no longer have such an adverse effect.

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

Transportation Management Plan

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

Annual contribution 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 management company.
2. Designate a member(s) of building management as Property Transportation Coordinator (PTC) to be a primary point of contact with the County and undertake the responsibility for coordinating and completing all Transportation Management Plan (TMP) obligations. The applicant and /or building management will provide, and keep current, the name and contact information of the PTC to Arlington County Commuter Services (ACCS) or successor entity. The Property Transportation Coordinator shall be appropriately trained, to the satisfaction of ACCS, to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.
3. In addition to supporting the ongoing activities of the Property Transportation Coordinator and other commitments of this TMP, contribute \$8,218 per year for each office building for thirty (30) years, \$8,218 per year for each residential building for thirty (30) years, and \$500 per year for thirty (30) years for the retail building to the Arlington County Commuter Services (ACCS) or successor entity to sustain direct and indirect on-site and off-site services in support of TMP activities. Payment on

this commitment will begin as a condition of issuance of the first Certificate of Occupancy for the first tenant in the first completed building. Subsequent payments will be made each year on the anniversary of the issuance of the first certificate of occupancy.

4. Promote the formation of Employer Transportation Benefit Programs with each tenant of the commercial building(s).
5. Once, upon the issuance for the initial tenant Certificate of Occupancy for each initial tenant of each building, provide SmarTrip cards plus \$70.00 Metro fare media per person, for free, to each of the office and retail tenants' employees distributed no later than the employee's first day of work at the building.
6. Provide SmarTrip cards plus \$70.00 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.)
7. Once, upon the first lease or initial sale of each residential unit located within the residential buildings, provide one (1) SmarTrip card plus \$70.00 Metro fare media for free, one time, to each initial residential lessee or purchaser of each unit, distributed no later than the day of move in at the building.
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.

B. Physical Facilities and Improvements.

1. Comply with requirements of Site Plan conditions to provide bicycle parking/storage facilities, van access to the garage, showers and lockers, and construction worker parking. Bicycle clothing lockers will be a minimum size of 12" wide, 18" deep, and 36" high and shall be available for use on a 24 hour basis in office buildings.
2. During construction, maintain or coordinate relocation of existing bus stops at the developers cost. Bus stops and shelters within 50 feet of the property shall be maintained free of snow, ice, trash, and debris. 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.
3. Upon request of the County Manager, up to eleven (11) spaces shall be set aside in the underground garage of the North Buildings **or the South Residential building** for

car sharing services, if the demand exists, as determined by the County Manager for the additional spaces, and with six (6) month written notice given to the owner by Arlington County. Upon a determination by the County Manager that such spaces are needed, the spaces shall be provided by the owner to the car sharing service at no cost for six (6) months and then at a negotiated rate, no higher than market rate, thereafter. These spaces shall be located convenient to the garage entrance, available to the members of the car sharing service during normal garage operating hours (for security reasons the garage may be gated— in such event, 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 other use. Signs will be planned and included in the comprehensive sign plan, but not installed until the garage spaces are requested. The car sharing spaces shall be counted towards the parking requirements of the project.

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 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.
2. Provide reserved spaces for carpools and vanpools that are conveniently located with respect to the elevators serving the building.
3. Establish monthly parking rates for single occupant vehicles (SOV) consistent with comparable office buildings located in the Arlington County development corridors.
4. Provide registered vanpools with free parking.
5. Oversee program to provide carpools with a parking subsidy. Subsidies will be:
 - (a) Two-person car pool equal to one third the single-occupant vehicle monthly parking rate
 - (b) Three-person (or more carpool) equal to two thirds the single-occupant vehicle monthly parking rate
6. No on-street loading will be permitted between the hours of 7 and 9 AM and 4 to 6 PM.

D. Promotions, Services and Policies

1. Provide website hotlinks to CommuterPage.com™ under a “transportation information” heading from the developer and property manager’s websites regarding this development
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.
3. Provide access to building or grounds, upon request, to allow ATP and Metropolitan Washington Council of Governments’ (MWCOG) Commuter Connections to promote group riding among tenants of the building.
4. Encourage new tenants and employers to inform all new employees of the existence of the nearby 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 consistent with this TDM Sections A(1) through A(8). Packages will be distributed to each of the tenants’ employees no later than their first full day of work at the building.
 - (b) Distribute a new-resident package, material provided by Arlington County, which includes site-specific ridesharing and transit-related information to each residential lessee, or purchasers. Packages will be distributed to tenants and / or owners no later than the day of move-in.
 - (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.
 - (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
 - (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.
5. Encourage each of the building tenants to offer variable/flexible work hours to their

employees in order to spread peak period transportation demands.

E. Monitoring and Performance

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

Residential Parking and Parking Management Plan

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

Further, for condominium units, the developer agrees to notify the Zoning Administrator at the time of the settlement of the last dwelling unit. If excess parking spaces are available at the time of settlement of the last dwelling unit, the number of excess parking spaces equaling the number of dwelling units which were sold without a parking space, shall first be offered exclusively for a period of twelve (12) months to the owners of those dwelling units which were sold without a parking space. Any other remaining spaces shall be offered to all dwelling unit owners or transferred to the condominium, cooperative or homeowners association. By the end of twenty four (24) 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 **and retail tenants**.

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, **and the retail tenants and**

their customers, unless otherwise permitted by the Zoning Ordinance, and shall not be converted to storage or other use without approval of a site plan amendment.

The developer agrees to submit to the Zoning Administrator a parking management plan which outlines how guest and visitor parking for the residential building, and parking for retail tenants' employees and customers for retail located in the residential buildings, will be provided, where the parking will be located and how guests and visitors, and retail employees and customers, will be directed to the parking spaces. The developer further agrees to make a minimum of 10 11 residential visitor parking spaces, and 20 25 retail tenant parking spaces, in total for all phases, available within the residential garage. 9 14 spaces will be delivered in Phase II (Residential South), and 21 22 will be delivered in Phase III (Residential North). The parking management plan shall be submitted to the Zoning Administrator, and reviewed and approved by the County Manager, prior to the issuance of the first Certificate of Occupancy for the first residential building.

Lighting Plan for Public Areas

53. The developer agrees to include a lighting plan for all internal and external public areas, including parking areas, as part of the final site development and landscape plan. This lighting plan shall be subject to review by the County Manager, including street lighting as described in Condition #26 above. The developer shall include in the site development and landscape plan certification that the lighting plan meets the minimum standards of the Zoning Ordinance, Section 2, Subsection H, and the Illumination Engineering Society of North America Standards. The developer agrees to obtain the approval of all lighting from the County Manager, and to install approved lighting, before the issuance of the First Certificate of Occupancy for occupancy of the applicable phase of the project.

Documentation of Historical Artifacts, Features and Buildings

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

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

If historic buildings are located on the site, then photographic documentation shall be consistent with Historic American Building Survey (HABS) standards. Should the

project be assessed as a possible archaeological site, the developer agrees to pursue, at a minimum, a level one and two archaeological study. The developer agrees to submit to the Arlington County Historic Preservation Program all written results of the level one and two archaeological study and all artifacts found on the site.

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

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

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

Building Height Certification

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

- **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 six (6) months 90 days of receipt of the partial Certificate of Occupancy for full occupancy of the building.**

Obtain Master Certificate of Occupancy

57. The developer agrees to obtain a Master Certificate of Occupancy within six (6) months 90 days of receipt of any partial Certificate of Occupancy for full occupancy of the building in each phase of the project. The developer may request in writing to extend the timeframe for obtaining the Master Certificate of Occupancy. The request shall outline the reasons for the extension and shall be submitted to the County Manager for review of the outstanding issues one (1) month prior to the end of the six-month time frame. The County Manager may approve such extension if he finds that the developer is diligently continuing completion of the project.

- **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. **The developer agrees to coordinate with the County and the South Office building tenant prior to any installation.**

Structural Additions

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

Snow Removal

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

Maintenance of Residential Common Areas

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

Retention of Approved Parking Ratio over Subdivided Site

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

Retention of Approved Density over Subdivided Site

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

- **The following unique site specific conditions (#64 through #85 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**

- a. The developer agrees to develop and implement a retail attraction and marketing plan for the 26,900 square feet of retail space located on the first floors of the office and residential buildings and in the one-story retail building. The plan, which shall be submitted for the retail that is associated with each phase, shall identify the types of retail desired, the marketing strategy to attract the retail, and strategies to retain the retail. The retail attraction and marketing plan shall be in accordance with the approved Retail Action Plan for the Rosslyn-Ballston Corridor, dated January 2001. The retail attraction and marketing plan shall be reviewed and approved by the Department of Economic Development before being submitted to the Zoning Administrator. The above-grade building permit shall not be issued until documentation has been provided to the Zoning Administrator assuring that the plan has been approved by the Department of Economic Development for each phase. Any change in the use of the retail space from retail to office or other non-retail use shall require a site plan amendment.
- b. The retail spaces shall be designed and constructed to include interior and exterior improvements necessary to ensure that they are functional and attractive to prospective retailers and that they animate the street frontage. These elements shall include, but are not limited to: approximately 17 18.5-foot floor-to-floor heights (North office building), 17 18-foot floor-to-floor heights (South residential building), 17 18-foot floor-to-floor heights (North residential building), and 19.5-foot floor-to-floor heights (one-story retail building), as shown on the plans dated July 11, 2008; access to the service corridor/areas as shown on the architectural plans dated July 11, 2008; direct street frontage and access; rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions; provision for any venting systems required for any food preparation or restaurant use; and sufficient transparency of the building facade to achieve adequate street exposure.

The developer agrees to submit an application for administrative change for any proposal for retail 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 shall require a site plan amendment.

Public art

65. The developer agrees to commission a professional artist to create public art for a minimum cost of \$75,000, inclusive of artist fees, fabrication, installation, transportation, artist travel/expenses but exclusive of art consultant fees, fees for coordinating with artist or with other design professionals on the project (architect, landscape architect, engineer, etc.), and other in-house costs or fees. The public art shall respond to the themes and priorities discussed in the Public Art Master Plan (adopted December 2004) in support of the goals of the Public Art Policy (adopted September 2000). 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.

The developer agrees to obtain the approval of the County Manager for the process to be followed in the selection of artist, art proposal development, maintenance plan, placement and design of informational signage in accordance with Public Art Program signage specifications, and then to implement that approved process. The developer agrees to notify the County Manager when the artist selection process is about to begin. The County Manager at his option may, within 15 business days following receipt of this notification, request that a panel process be undertaken and designate panel members to be included or artists to be considered. If requested, the developer agrees to use a panel to select the artist and the art. The panel used by the developer will consist of at least three persons, up to two of whom may be professional artists or arts professionals, as defined by the County, and should include representatives from the developer's project team, including architect, landscape architect and other design professionals. The developer agrees to included in its panel those persons designated by the County Manager and to compensate them at a reasonable hourly rate agreed to by that individual.

The selection panel will consider at least three different artists for the commission, including any named by the County Manager as set forth in this condition. The developer agrees that artists who are currently under contract in the County will not be eligible for commissions for public art within four years after the time of signing a contract or otherwise being initially engaged to create public art. The developer agrees to present its or the panel's choice of artist to, and obtain approval of this choice from the Arlington Commission for the Arts/Public Art Committee (ACA/PAC), prior to issuance of the Clearing and Grading Permit. The developer further agrees to present the art proposal to, and obtain approval from, the ACA/PAC prior to issuance of the Excavation/Sheeting and Shoring Permit. The art proposal shall consist of visual and written representations of the public art and its proposed location within the site, list of materials, proposed maintenance plan, and an itemized budget. The developer further agrees to resubmit the art proposal to reflect any revisions made in response to any recommendations made by ACA/PAC to the County Manager prior to issuance of the Footing to Grade Permit. The public art shall be installed prior to the issuance of the Certificate of Occupancy for the top floor of the building.

In order to prevent the public art from conflicting with other elements of the site plan, the developer also agrees to represent the public art on the landscape plan, building elevation or other plan that represents the site of the art, in the normal course of submission of such plans as provided for in these site plan conditions. The plan(s) on which the art is represented will be determined based upon the art's chosen location within the site plan.

The developer may choose to make a contribution of \$75,000 to the Public Art Fund to fund County-initiated public art projects in the Ballston Metro/or other specified area in lieu of commissioning public art through the process set forth above. Such contribution shall be made to the Public Art Fund prior to issuance of the first above grade building permit. If the contribution is made more than 12 months after site plan approval, the contribution amount will be adjusted based on the Consumer Price Index.

After-hours Parking in North Office Building Garage

66. The developer agrees to make **all parking spaces on levels P1 through P4** in the North Office Building garage available to the public for parking after standard office hours (weekday evenings after 6:00 p.m., weekends, and all legal holidays) until ~~12:00 midnight~~ **11:00 p.m. or until thirty (30) minutes after** the close of business of retail operations, whichever is later. The developer further agrees to make some parking spaces on the P1 levels of the garage available for use exclusively by the retail tenants' employees and customers; at a minimum, the number of spaces to be so reserved shall be consistent with the requirements of the Zoning Ordinance for the retail uses that occupy the space, but need to leave sufficient spaces for other uses. The developer agrees to implement a validation program to allow free use of such spaces for retail customers and employees between 6:00 p.m. and ~~11:00 p.m. 12:00 midnight~~ or until **30 minutes after** the close of business of retail operations, whichever is later.

Outdoor Cafes

67. Outdoor cafes shall be permitted in the public right-of-way or within public easements along Wilson Boulevard 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 11 feet of clear sidewalk width must be maintained along Wilson Boulevard. 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. Prior to the issuance of the footing to grade building permit for new construction of Phase 1, the developer agrees to execute documents requested by the County to evidence agreement to all of the terms and conditions outlined in the developer's approved final Affordable Housing Plan as such plan is set forth in a July 11, 2008 letter (attached) from Tad Lunger to Ken Aughenbaugh, and also including, but not necessarily limited to, the following conditions:
- a. **Options:** The developer agrees to **provide request that the County Manager select** one of **the two following** options for the affordable housing program **as determined by the County Manager** prior to the issuance of the first certificate of occupancy for the first **residential or office** building that is part of the project.
- (1) **Option 1:** a minimum gross floor area (GFA) of 22,000 square feet (sf) (approximately 19 on-site affordable units); or
 - (2) **Option 2:** a minimum GFA of 14,835 sf (approximately 13 on-site affordable units); **in addition, the developer would make a cash contribution of \$900,000 to the County prior to the issuance of the first certificate of occupancy for the north office building.**

The on-site affordable units would be governed by the following conditions:

- b. **Affordable Rents:** The developer agrees to provide a mix of 1- and 2- bedroom apartments, with a majority of the units as 2-bedrooms, in a minimum area of 22,000 or 14,835 sf of gross floor area (GFA). The apartments shall have rents affordable to households at or below 60% of Area Median Income (AMI). The developer agrees to lease the affordable units to households whose incomes do not exceed this affordability level. The developer agrees that the affordable rents shall not exceed the established affordability level for 60% AMI, as published by the U.S. Department of Housing and Urban Development (HUD), minus a utility allowance (if applicable) as per the Utility Allowance Schedule annually approved by HUD for the Arlington County, VA Section 8 Housing Certificate/Voucher Program.
- c. **Rent Increases:** The developer agrees that rent increases for tenants continuing in occupancy shall be based on AMI increases as published by HUD, subject to a maximum cap of 5% per year for the first five (5) years for each tenant. Rents for households moving into vacated affordable units shall be set according to Condition #b, above. After an initial 5 year period for each tenant, annual rent adjustments shall not exceed the established affordability level for the rents minus a utility allowance as in Condition #b, above.
- d. **Compliance Period:** The developer agrees that the affordable housing plan shall require units to remain affordable for a term of 30 years from the execution of the lease of the first unit of the affordable units.
- e. **Accessible Units:** The developer agrees to maintain a minimum of 2 of the affordable units as fully accessible under standards described in the American National Standards Institute “Accessible and Usable Buildings and Facilities” (ICC/ANSI A117.1-2003) and Type A units as provided in the current applicable Accessible Standards as adopted by the Virginia Uniform Statewide Building Code. The applicant agrees to diligently market the accessible units to persons with physical disabilities for a period of 60 days. If after 60 days the applicant is unable to rent the unit(s) to persons with disabilities, then the applicant agrees to make the unit(s) available to residents without disabilities. The applicant agrees to market these units to households in need of such units as part of the applicant’s Affirmative Marketing Plan.
- f. **Developer Affirmative Marketing Plan/Marketing Period:** The agreement shall include an Affirmative Marketing Plan in substantially that form as required by HUD and including, at a minimum, the elements specified in the Developer’s final Affordable Housing Plan and Affirmative Marketing Plan. The Affirmative Marketing Plan shall be in a form and substance acceptable to the County Manager, with the concurrence of the County Attorney, according to the County’s criteria for such marketing plans. The developer agrees that the proposed marketing plan shall call for the initial advertising and marketing of the affordable units for a period of at least 45 days before projected occupancy.

- g. **Condominium Conversion:** If at any time prior to the end of the 30-year term for the affordable units the property is converted to a condominium, the affordable units shall continue to be operated as rental units subject to the terms and conditions of the affordable housing plan for the remainder of the compliance period.

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 July 11, 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 for the on-street parking associated with each phase. Accordingly, the developer agrees that it shall notify tenants of the aforesaid policy prior to execution of any lease with a tenant.
- c. The developer agrees to design the Secure Office Building (South Office Building) to comply with the DoD Minimum Antiterrorism Standards for Buildings (UFC 4-010-01). In the event that a lease agreement with a secure government tenant requires modifications to meet any revised security requirements, any such revisions must be reviewed and approved by the County Manager to ensure the new requirements do not impair the integrity of streetscape elements as shown on the Site Plan drawings dated July 11, 2008.

Phasing Plan

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

construction of the project. Any changes in the project phasing shall require a new phasing plan approved by the County Manager prior to the issuance of any permits.

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. The developer agrees to hire a LEED certified consultant as a member of the design and construction team. The consultant shall work with the team to incorporate sustainable design elements and innovative technologies into the project so that numerous building components may earn the developer points under the U.S. Green Building Council's system for LEED certification. Specifically, the developer agrees to include sustainable elements in design and construction that are sufficient to meet the requirements for seven (7) LEED Prerequisites and include at least 28 LEED-CS points for each office building (or LEED-CS Silver equivalent), 33 LEED-NC points (or LEED-NC Silver equivalent) for each of the residential buildings, and 15 LEED points (or the equivalent based on LEED-NC Version 2.2) for the retail building. At least two (2) points from LEED Section EA.1, "Optimize Energy Performance" should be included in each of the two office buildings and the two residential buildings. The developer agrees to use commercially reasonable efforts to achieve additional LEED points.
- b. For residential development, the developer agrees that all of the following types of appliances, fixtures, and/or building components used in the project shall have earned the U.S. EPA's Energy Star label: clothes washers, dishwashers, refrigerators, ceiling fans, ventilation fans (including kitchen and bathroom fans), residential light fixtures (comply with Energy Star's Advanced Lighting Package), programmable thermostats, and exit signs. The developer shall submit to the County Manager a statement listing all Energy Star-qualified components prior to issuance of the Core and Shell Certificate of Occupancy for each phase of the project. For the commercial lighting in common areas of multifamily residential projects, (by way of illustration and not limitation, these areas include lobbies, corridors, stairwells, common rooms, fitness rooms, etc.), the developer shall reduce the need for lighting (through daylighting where possible) and shall specify the use of energy efficient fixtures, bulbs, light sensors, motion sensors, timers, and interior design, e.g., paint color, that maximize energy efficiency in lighting. The guidelines outlined by the US Green Building Council's LEED for Commercial Interiors (LEED-CI) credit entitled, *Optimizing Energy Performance: Lighting Power* shall be used toward the goal of maximizing energy efficiency in the lighting of common areas.
- c. 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 each phase of the project and will summarize the efforts to date of the inclusion of the sustainable elements within the project:

1. Clearing, Grading & Demolition Permit
2. Excavation, Sheeting and Shoring Permit
3. Footing to Grade Permit
4. Final Building Permit
5. Shell and Core Certificate of Occupancy
6. Partial Certificate of Occupancy for occupancy of the last floor of space
7. Master Certificate of Occupancy

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

- d. The developer agrees to provide a certification by a LEED-accredited professional within ninety (90) days after the issuance of the first certification of occupancy for any part of the last floor of each of the residential or office buildings. The certification for each building shall state that all of the Green Elements, as set forth above in the reporting mechanisms and including all of the LEED Prerequisites, have been incorporated into the respective building and that, in the professional's opinion, the project will qualify for at least a LEED-CS score of 28 points (or LEED equivalent) for each office building and at least a LEED-NC score of 33 points (or LEED equivalent) for each residential building. The developer also agrees to submit all appropriate documentation to the USGBC for review and evaluation for LEED certification.
- e. Prior to the issuance of the first certificate of occupancy for office space and residential space in Phases II and III, 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) for each building in the amount of \$553,698 [$(\$38 / \text{s.f.}) \times (14,571 \text{ s.f. of average LEED bonus density for each building})$] guaranteeing that, within eighteen months from the date of the issuance of the first certificate of occupancy for any part of the last floor of residential or office building floors, the developer will have received from the United States Green Building Council its LEED-NC "Silver" certification (33 or more credits) for each residential building and the LEED-CS "Silver" certification (28 or more credits) for each office building. For each building, should the developer miss up to three (3) LEED points within the eighteen month period, the developer shall automatically forfeit twenty-five percent (25%) of the total financial security for each point missed for that building, up to a total of seventy-five percent (75%) of

the security, which shall be immediately paid to the County. The developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County. For each building, should the developer miss four (4) or more points, within the eighteen month period, the developer shall automatically forfeit 100 percent (100%) of the security, which shall be immediately paid to the County. Should the developer fail to obtain the USGBC's rating within the eighteen month period, unless due to delay related solely to the USGBC, the developer shall automatically forfeit the security, which shall be immediately paid to the County.

- f. The developer agrees that the LEED point references referred to in this condition refer to the LEED-NC Version 2.2 and LEED-CS Version 2.0 in use on the date of site plan approval, as noted in Condition #1. Any changes to the point valuations incorporated into future updates to the LEED Green Building Rating System must equal or exceed the requirements outlined in LEED Version 2.2.
- g. The developer agrees to permit the County Manager or his designee to access the USGBC records for the project, and to provide the County Manager with such authorization as may be necessary to allow such access. Should there be a dispute between the County and the developer as to whether any sustainable element has properly been included in the development so as to qualify for the applicable number of LEED rating system points, the County and the developer will select a mutually agreeable third-party LEED-certified individual, or other person with substantial experience in the LEED system if approved by the County Manager, and accept the determination of that individual as to whether the developer has qualified for those points. If the third-party person determines that the sustainable element has properly been included, the County will issue the permit. Such a determination shall in no way relieve the developer of the obligation to achieve the level of certification called for in this condition.

Public Use and Access Easements

- 73. The developer agrees to grant a permanent public use and access easement ("Easement"), in favor of the County and the public at large, for the purpose of providing nonexclusive public use of the easement area, including, but not limited to, pedestrian passage through and public use of, the easement area comprised of approximately ~~17,065~~ 16,950 square feet, located between the buildings as set forth on the plans dated July 11, 2008, and reviewed and approved by the County Board and made a part of the public record on July 19, 2008. The developer further agrees:
 - 1. Before it is recorded, the final location of the Easement Area may change upon the review and approval by the County Manager, of the final building plans, the final site development plans or the final landscape plans.
 - 2. At its sole cost and expense, the developer shall construct and landscape the

Easement Area according to final building plans, the final site development plans and the final landscape plans, as approved by the County Manager.

3. Construction and landscaping of the Easement Area and any facility contained therein as set forth on the approved plan shall be completed and approved by the County Manager, prior to the recordation of the Easement.
4. ~~The permanent name, if any, for the Easement Area shall be designated according to the Arlington County Policy for Naming and Renaming of County Facilities and Parks, adopted on July 10, 1999 or any subsequent current naming policy in effect at the time the Easement Area is named or renamed.~~
5. The Easement must be recorded 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, permitting tenant occupancy, of the project that is the subject of these conditions.
6. The Easement must be, in substance, acceptable to the County Manager, and, in form, acceptable to the County Attorney.
7. The Easement must state that the developer, its successors and assigns, remains the owner of all structures, facilities and features located within or on the Easement Area.
8. The Easement must state that the developer, its successors and assigns, is responsible, at its sole cost and expense, for the continued care, maintenance, repair and replacement of the Easement Area and any facilities located thereon or therein, including, but not limited to, provision of snow and ice removal, care of any trees and landscaping contained therein, any water features, any benches or fixed seating, any concrete, bricks, masonry or stone work, any lighting, any banners or signage, any trash receptacles, any bicycle racks, any public art, any staircases or steps or any other structural or decorative feature.
9. The Easement shall provide that the developer or other grantor, its successors and assigns, shall indemnify and hold harmless the County Board, its elected and appointed officials, employees and agents from any liability, claim, damage, cost and expense of whatsoever nature concerning or arising out of the design, construction, maintenance, and regulation of the Easement Area or any feature, structure or facility therein by the developer and use thereof by the general public and the developer or grantor.
10. ~~The Easement shall provide that all emergency and police vehicles, including but not limited to, fire trucks, police cars, and ambulances, shall be allowed access to and from the Easement Area from North Quincy Street at any time that such~~

access is required. Further, the developer agrees that final public space design and public space construction shall not obstruct emergency vehicle access. If it is determined by the Fire Marshall that portions of the Easement Area are required for emergency vehicle access, the developer agrees to construct all required portions of the Easement Area to standards that will permit the required emergency vehicle access.

11. The Easement shall provide that no motorcycles or similar motorized vehicles shall be allowed to be used in the Easement Area and that no dogs can be on the Easement Area unless they are on a leash and accompanied by their owner or other responsible individual.
12. The Easement shall provide that the Easement Area shall be open for public access twenty-four hours a day, seven days a week.
13. The Easement shall provide that temporary vendors will be allowed only according to the terms of any permit that is issued for the vendor by the County Manager. Developer shall not enter into leases with permanent vendors to operate on the easement area.
14. The Easement shall provide that, in addition to any other use set forth herein, the Easement Area shall be available for public park purposes, public recreation, farmer's markets, air fairs, concerts, performances, speeches, rallies, public gatherings, public dining and picnicking, and any other public use ("Public Uses"), as long as such Public Uses are approved and permitted (if applicable) by the appropriate authority or agency.
15. The Easement shall provide that, in addition to any other use set forth herein , the Easement Area shall be available for public recreation, concerts, performances, speeches, rallies, public gatherings, public dining and picnicking, and any other public use ("Public Uses"), as long as such Public Uses Area are approved and permitted (if applicable) by the appropriate authority or agency.
16. The Easement shall state that the developer, its successors and assigns, may reserve the right to make such use of the Easement Area in any manner which is not inconsistent with the rights therein granted, or does not interfere with the use of the Easement for the purposes named.
17. Only where the Easement is part of the 82-foot standoff area related to the South Office building, the Department of Defense (DoD) Minimum Antiterrorism Standards for Buildings (UFC-4-010-01) are in effect and supercede Condition #73 requirements. Any request to implement these standards or temporarily or permanently close the part of the Easement located in the 82-foot standoff area shall first be approved by the County Manager.

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

Towing of Impermissibly Parked Vehicles

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

Speed Bumps at Garage Exit Ramps

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

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 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. The developer agrees to coordinate with the County and the South Office building tenant prior to any installation.
79. **Removal of Pavement from WMATA Exchange Agreement Parcels**
The developer agrees that, after Closing has occurred pursuant to the Exchange Agreement between the developer and the County and approved by the County Board on July 19, 2008, and at the County Manager's discretion, the developer agrees that it shall either: (i) remove the pavement on the parcels known as RPC #'s 14060016, 14060037 and 14060042 and restore these parcels with sod, or (ii) pay the County up to fifty thousand dollars (\$50,000) for the required pavement removal and resodding.
80. **Relocating Super Pollo to one-story retail building**
The developer agrees to make commercially reasonable efforts to renew a lease or obtain a new lease with any existing retail tenant within the site plan area and to relocate the tenant to the freestanding one-story retail building within the proposed site plan.
81. **Retail Building Surface Lot Shared Parking**
The developer agrees to develop procedures, subject to approval of the County Manager, to permit limited public parking between 30 minutes after business closing hours and 30 minutes prior to business opening hours for parking in within the Retail Building's surface parking lot.
82. **Universal Design**
The developer agrees to work toward making the project barrier free and to incorporate Universal Design Concepts into the plans, as shown on the plans dated July 11, 2008 and reviewed and approved by the County Board and made a part of the public record on July 19, 2008. The developer agrees to include the following specific Universal Design Concepts into the plans:
- Creating at-grade access to all first floor retail areas.
 - Installing interior manually opening doors that comply with ICC/ANSI A117.1-2003 code 404.2.8 and do not exceed 5.0 pounds of pull pressure.
 - Installing lobby desks that have a height no greater than 34 inches above grade and have an open design to allow unobstructed line of site between an individual behind the desk and a person in a wheelchair in front of the desk.

83. **GSA Lease for Secure Tenant**

The developer agrees that prior to the issuance of any permits for Phase II or Phase III, as shown on the “Phasing Plan” plan sheet dated July 11, 2008, the developer shall have secured a lease agreement for a tenant from the Government Services Administration (GSA), or its designee, for the South Office Building approved by the County Manager.

84. **Penthouse lighting**

The developer agrees to use mitigation measures to ensure that a minimal amount of that ~~no~~ light attributed to the penthouse level will be visible from outside the penthouse.

85. **Polling Station**

The developer agrees to work together with the County staff to help identify potential sites within the Ballston area that could accommodate a polling station.

ATTACHMENT A

Open Space Details



ATTACHMENT B
Proposed Signs

Sign Type	Size	Location
South Office building		
Building address	25 s.f.	West elevation, above main entrance
Fire Control Room ID	2 s.f.	West elevation, left of main entrance
Loading Dock ID	5 s.f.	South elevation, left of loading dock
Security ID	4.5 s.f.	On security booth in driveway
South Residential building		
Parking ID	48 s.f.	South elevation, above garage door
Parking ID – projecting	7 s.f.	South elevation, to the right of garage door
Loading Dock ID	5 s.f.	South elevation, between garage and loading doors
Building address	25 s.f.	East elevation, above residential entrance
Tenant ID	40 s.f.	East elevation, above retail entrance
Tenant ID - projecting	7 s.f.	East elevation, to the right of retail entrance
Tenant ID	12 s.f.	North elevation
Fire Control Room ID	2 s.f.	East elevation, to the right of retail entrance
North Office building		
Parking ID	42 s.f.	West elevation, above garage door
Parking ID – projecting	7 s.f.	West elevation, to the right of garage door
Loading Dock ID	28 s.f.	West elevation, above loading door
Tenant ID	33 s.f.	West elevation, above retail entrance
Tenant ID	33 s.f.	West elevation, above retail entrance
Building address	25 s.f.	North elevation, above retail entrance
Tenant ID - suspended	7 s.f.	North elevation, above retail entrance
Tenant ID - suspended	7 s.f.	North elevation, above retail entrance
Tenant ID - suspended	7 s.f.	North elevation, above retail entrance
Tenant ID	19 s.f.	East elevation, above retail entrance
Tenant ID	33 s.f.	East elevation, above retail entrance
Tenant ID - projecting	7 s.f.	East elevation, to the left of retail entrance
Tenant ID	13 s.f.	East elevation, above retail entrance
Tenant ID	13 s.f.	East elevation, above retail entrance
Tenant ID - projecting	7 s.f.	West elevation, to the left of retail entrance
Tenant ID - projecting	7 s.f.	West elevation, to the left of retail entrance
Tenant ID - banner	16 s.f.	North elevation
Tenant ID - banner	16 s.f.	North elevation
Tenant ID - banner	16 s.f.	North elevation
Tenant ID - banner	16 s.f.	North elevation

Tenant ID - banner	16 s.f.	North elevation
Tenant ID - banner	16 s.f.	East elevation
Tenant ID - banner	16 s.f.	East elevation
Fire Control Room ID	2 s.f.	North elevation
Rooftop ID	135 s.f.	North elevation, top of building
North Residential building		
Tenant ID	30 s.f.	North elevation, above retail entrance
Tenant ID	30 s.f.	North elevation, above retail entrance
Tenant ID	30 s.f.	North elevation, above retail entrance
Tenant ID	50 s.f.	North elevation, above retail entrance
Tenant ID	30 s.f.	North elevation, above retail entrance
Tenant ID	30 s.f.	East elevation, above retail entrance
Building address	25 s.f.	East elevation, above residential entrance
Loading Dock ID	5 s.f.	East elevation, to the right of loading door
Parking ID - projecting	7 s.f.	East elevation, between parking and loading doors
Parking ID	12 s.f.	East elevation, above garage entrance
Tenant ID	30 s.f.	South elevation
Tenant ID	30 s.f.	West elevation, above retail entrance
Tenant ID	30 s.f.	West elevation, above retail entrance
Tenant ID	10 s.f.	East elevation, above retail entrance - canopy
One-story retail building		
Tenant ID - suspended	7 s.f.	East elevation
Tenant ID	30 s.f.	East elevation, above retail entrance
Tenant ID	30 s.f.	East elevation, above retail entrance
Tenant ID	30 s.f.	East elevation, above retail entrance
Building address	30 s.f.	East elevation
Tenant ID	30 s.f.	North elevation, above retail entrance
Tenant ID	30 s.f.	South elevation, above retail entrance
Tenant ID - suspended	7 s.f.	North elevation
Tenant ID - suspended	7 s.f.	East elevation

Comments Submitted via the Planning Commission Website

Good morning,

I wanted to provide my comments about the proposed buildings planned for Founder's Square in Arlington, VA.

First, the Shell gas station is a staple and the only gas station on Wilson Blvd with a full service car wash and vacuums. This should remain as it is, and it is a community benefit. Where are the immediate residents supposed to go now?

Second, the planning committee should adhere to the Quincy Street Plan's height limits for the proposed buildings. A lot of time and effort by community members and the county staff went into that planning document. What good is all the planning/document if its approved plans are just tossed out the window? This is unacceptable. The developer's proposed building heights are too tall, do not go with the adjacent buildings, and they are encroachable on the Ashton Heights neighborhood. The heights should be adhered to as stated in the Quincy Street Plan.

Third, there are current parking problems with the Founders Square area as it is. Golds Gym gets an abundance of abusive parking. Where are all these residents, workers, etc. supposed to park with the new buildings?

Fourth, the traffic and congestion is already horrendus in that area. How is Arlington County going to address this issue? What happened to Arlington promoting green and working to control all the emissions and bad air quality contributors? I thought Arlington was against this.

Fifth, Arlington County has a strong push to have its citizens use public transportation and the local zipcars. I got rid of my car because of this availability. There is an Enterprise car rental location at the Founders Square location that I use periodically when I need a car for the weekend. I strongly oppose getting rid of this busy establishment and oppose going against Arlington's carless push on its citizens. Arlington's concept is great and getting rid of this establishment is going against one of the County's initiatives.

Finally, I strongly oppose having a DARPA building, i.e., towering terrorist threat, within blocks of the Ashton Heights neighborhood. DARPA may bring in jobs, but it will also bring in traffic, congestion, parking problems, block sunlight, contribute to poor air quality by the people who have to get there, and impose a huge danger threat to Arlington County citizens.

Thank you for your time.

Cindy Nelson

James Richardson, 525 N. Jackson St.; Arlington, VA 22201

I planned to attend the meeting, but was called away at the last moment. I am a member of the Ashton Heights Civic Association, but the following comments are my own. The issues addressed are not new. My view is that although not overlooked in the County's process, their value has been underrated.

1. Building Heights and Density. By virtually unanimous agreement, building heights in this development are excessive, at nearly twice that allowable under the Quincy Street Plan (QSP). Although the SPRC process produced eight new options, it resulted in a height reduction of only about 3%. The heights are a direct consequence of density waivers that permit nearly twice the FAR densities allowable under the QSP. Density was reduced by less than 1% during the SPRC process.

I believe this wall of buildings and the accompanying density of occupancy is a mistake. This block should begin the transition from the higher and denser developments around Ballston to the much smaller commercial buildings, neighborhoods, and park across Quincy Street. The current plan provides no transition at all. Only slight height tapering was achieved to the east.

2. Arbitrary Abandonment of Standing Plans. The QSP and other County plans to guide area development were hammered out during numerous give-and-take sessions at which county residents made concessions in response to other (often county-wide) goals. Although the County Board has the prerogative to renounce these plans, such actions taken without a persuasive reason will erode public confidence in the process.

In the case of Founder's Square, the reason seems persuasive: to keep an important DOD agency in Arlington. Yet, despite the fact that negotiations between the County and the developer involved both County and State funds, the public has little insight into the fairness of the transaction. Did the County need to make such immense concessions (e.g., doubling the FAR density and furnishing \$10M from the State)? Or could a settlement be reached that would be less of a burden to adjacent neighborhoods?

3. Mosaic Park. Responsive action on Mosaic Park would help to soften the impact of Founder's Square on the community. SPRC members have suggested that improvements (remediation?) and extension to Mosaic Park should be included in these plans. However, planning staff comments have been discouraging. Phrases such as, no funding for improving this park is currently in the County's future CIP budget and improvements perhaps underway in two years, are hardly an enthusiastic response. This is particularly true since Mosaic Park improvement and expansion has been a County promise for some time, long before the Founder's Square development surfaced.

Thank you for the opportunity to comment.