



ARLINGTON COUNTY, VIRGINIA

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

SUPPLEMENTAL REPORT #2

DATE: July 18, 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)

DISCUSSION: This supplemental report provides updates to Condition #73. The applicant provided updated information on the area of the public access easement. Also, an addition was made noting that the developer will submit a plan to the County Manager for approval regarding the use of the easement area by temporary vendors. Staff recommends approval of the updated Condition #73 below, revised from what was previously shown in the County Manager’s Supplemental Report dated July 17, 2008.

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 ~~16,950~~ 17,088 17,065 square feet, located between the buildings as set forth on the plans dated July 11, 2008,

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 #2

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 in the final building of the project that is the subject of these conditions, or upon completion of construction at the Easement area, whichever comes first.
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 or 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. Developer shall prepare and submit a plan to the County Manager for approval that identifies locations for temporary vendors, hours of operation and other operation and maintenance issues.
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.