



ARLINGTON COUNTY, VIRGINIA

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

DATE: July 16, 2008

SUBJECT: SP#297 SITE PLAN: PL Pentagon LLC c/o Kimco Realty Corporation, construct approx. 489,911 sq ft office, approx. 33,495 sq ft retail, retain approx. 325,300 sq ft retail; modification of use regulation for height, parking; 1201 S. Hayes St., (RPC #35-004-001)

Applicant:

PL Pentagon LLC c/o Kimco Realty Corporation

By:

Martin D. (Art) Walsh, Agent
Walsh, Colucci, Lubley, Emrich, Walsh, PC
2200 Clarendon Boulevard, Suite 1300
Arlington, Virginia 22201

C.M. RECOMMENDATION:

Approve the site plan request to construct approx. 489,911 sq ft office, approx. 33,495 sq ft retail, retain approx. 325,300 sq ft retail; modification of use regulation for height, parking; 1201 S. Hayes St., (RPC #35-004-001)

ISSUES: A Final Site plan proposes to introduce office development and increase retail on the Pentagon Centre site in Pentagon City. The proposed Final Site Plan is being considered concurrently with a Phased Development Site Plan. The Final Site Plan provides for the implementation of Phase I of the proposed PDSP and would be consistent with the *Pentagon Centre Site Guiding Principles* dated January 29, 2008 and *Pentagon Centre Urban Design Guidelines* dated July 16, 2008.

SUMMARY: Phase I of the Pentagon Centre Phased Development Site Plan (PDSP) proposes a Final Site Plan concurrent with consideration of the PDSP. The first phase of PDSP development would add to the existing retail development on-site, 489,911 sq ft of office and 33,495 sq ft of retail as well as a seven-story above grade parking garage. The proposed site plan is consistent with the site's proposed General Land Use Plan designation of "Medium"

County Manager: _____

County Attorney: _____

Staff: Samia Byrd, DCPHD, Planning Division
Robert Gibson, DES, Division of Transportation

PLA-5005

Office-Apartment-Hotel, and proposed rezoning of “C-O-2.5”. Consistent with the proposed *Pentagon Centre Site Guiding Principles* dated January 29, 2008 and *Pentagon Centre Urban Design Guidelines* dated July 16, 2008, the proposed Phase I Final Site Plan would provide a focal point at the Metro station, with the addition of an office building that would provide for the highest building height in Pentagon City and mark the location and entrance of the Pentagon City Metro Station. Additionally, the proposal provides for development that would be compatible and consistent with development adjacent to the site and design that respects the immediately adjacent low-rise residential development south of 15th Street. The proposal finally would be consistent with the County’s goals for development in metro station areas and would begin to implement the vision for Pentagon City established in the 1976 *Pentagon City Master Plan*, 1997 *Report on the Pentagon City Planning Task Force*, and the proposed Pentagon City PDSP. Therefore staff recommends that Phase I Final Site Plan be approved subject to the conditions of this staff report.

BACKGROUND: A Final Site Plan is proposed as Phase I of the Pentagon Centre Phased Development Site Plan (PDSP) being considered concurrently for the site at the geographic center of Pentagon City. The Site Plan proposes the addition of a 333,599 sq ft office building including 13,095 sq ft of ground floor retail, a 152,112 sq ft office building including 14,600 sq ft of ground floor retail and a seven-story above grade parking garage fronted with 4,200 sq ft of office and 5,800 sq ft of retail to the existing retail development on-site. The proposed Site Plan would implement coordinated redevelopment of the site under the proposed PDSP.

Site: The 731,873 (16.8 acres) square foot site often referred to as the Costco site, is located at 1201 S. Hayes Street and 1200 S. Fern Street with the following boundaries and adjacent uses:

- To the north: 12th Street, South; Lincoln Properties MCI Buildings
- To the west: S. Hayes Street; The Fashion Center at Pentagon City
- To the east: S. Fern Street; Metropolitan Park, Residential Development
- To the south: 15th Street, South; South Hampton Condominiums

Zoning: “M-1” Light Industrial District.

General Land Use Plan Designation: “Service Industry”.

Neighborhood: Aurora Highlands Civic Association.

Existing Development: The site is currently developed as a retail center with 337,900 sq ft of retail development in one building footprint and 1,145 surface and structured parking spaces. The retail center is occupied by several big box retailers, restaurants and wholesale retailer, Costco as indicated below.

Existing Retail Development	GFA (Square Feet)
Costco	169,500
Marshall's	42,100
Best Buy	36,500
Linens N' Things	33,900
Borders	32,000
Cozone (12 th Street)	8,200
Cheveys	7,900
California Pizza Kitchen	6,200
Starbucks	1,600
TOTAL	337,900

Development Potential: The site's current "M-1" Light Industrial zoning district permits a maximum density of 1.5 FAR, which for this site would yield permitted development of 1,097,809 sq ft. Such density could include wholesale, storage, light and limited industrial uses as well as some local, service and restricted commercial uses. A concurrent proposal provides for the redevelopment of the site with a General Land Use Plan designation of "Medium" Office-Apartment-Hotel and "C-O-2.5" Commercial Office Building, Hotel and Apartment Districts, which would permit a mix of uses at higher density and heights than permitted by-right with a maximum density of up to 2.5 FAR for commercial/office development, up to 115 units per acre of apartment development and up to 180 units per acre for hotel development. Attachment A provides a summary of the site's "M-1" by-right development comparing it to "C-O-2.5" development potential, the PDSP and the proposed Final Site Plan development program.

Proposed Development: The Final Site Plan proposes as Phase I of the Pentagon Centre PDSP, that 489,911 sq ft of office and 33,495 sq ft of new retail development would be added to the existing big box retail development, restaurants and Costco. This comprises the addition of two (2) office buildings with ground floor retail and an above grade parking garage fronted by two (2) stories, one each of retail and office development. The tables below summarize the proposed density that would be added on-site as new construction, as well as the cumulative amount of density that would result from the Final Site Plan development.

NEW CONSTRUCTION

Building: Use & Density	A	C	D**	TOTAL
Office	333,599	152,112	4,200	489,911
Retail	13,095	14,600	5,800	33,495
	346,694	166,712	10,000	523,406

TOTAL DEVELOPMENT

Building: Use & Density	A	B ¹	C	D	Costco	TOTAL
Office	333,599	0	152,112	4,200	0	489,911
Retail	13,095	155,800	14,600	5,800	169,500	358,795
	346,694	155,800	166,712	10,000	169,500	848,706

¹ Building B and Costco represent existing retail that will be retained in Phase I of the PDSP.

As indicated in the tables above, the proposed Final Site Plan would increase total density on site from 337,900 sq ft of retail development to 848,706 sq ft of mixed use development.

Following is a statistical summary of the Final Site Plan proposed as Phase I of the PDSP:

	Phase I (Final Site Plan) Proposal
Site Area	731,873 sq ft (16.8 AC)
Site Area Allocations	369,061 sf (8.47 AC)
Office	179,772 sf (4.12 AC)
Retail (New)	33,495 sf (.7689 AC)
Retail (Existing)	155,796 sf (3.5766 AC)
Density	
Office GFA	489,911 sf
Retail (New) GFA	33,495 sf
Retail (Existing and Costco) GFA	325,300 sf
Total GFA (Site)	848,706 sf
Total FAR (Site)	1.2 FAR
Total GFA (Phase I Site Area – new)	523,406 sf
Total FAR (Phase I Site Area – new)	1.4 FAR
Maximum “C-O-2.5” Permitted Density (Office/Commercial)	2.5 FAR
Maximum PDSP Permitted Density (Office/Commercial)	2.5 FAR
Building Height	
Average Site Elevation	43.05 ft
Building A (Office)	
Main Roof Elevation	288.43 ft
Main Roof Height	245.38 ft
Penthouse Roof Elevation	306.43 ft
Penthouse Roof Height	263.38 ft
Number of stories	20 Stories
Building B (Retail)	
Main Roof Elevation	89.05 ft
Main Roof Height	46.00 ft
Penthouse Roof Elevation	107.05 ft
Penthouse Roof Height	64.45 ft
Number of stories	3 Stories
Building C (Office)	
Main Roof Elevation	149.72 ft
Main Roof Height	106.67 ft
Penthouse Roof Elevation	167.72 ft
Penthouse Roof Height	124.67 ft
Number of stories	8 Stories
Building D (Parking)	
Main Roof Elevation	113.05 ft
Main Roof Height	70.00 ft
Penthouse Roof Elevation	131.05 ft
Penthouse Roof Height	88.00 ft
Number of stories	7 Stories
Costco	

	Phase I (Final Site Plan) Proposal
Main Roof Elevation	83.05 ft
Main Roof Height	40.00 ft
Penthouse Roof Elevation	N/A
Penthouse Roof Height	N/A
Number of stories	1 Story
Maximum Permitted “C-O-2.5” Height (Office Buildings)	12 Stories
Maximum Permitted “PDSP” Heights	
Building A	20 Stories
Building B	5 Stories
Building C	8 Stories
Building D	7 Stories
Parking	
Total Commercial Spaces	1,872 Spaces
Office Parking Ratio (Spaces)	1:710 sq ft (691 Spaces)
New Retail Parking Ratio (Spaces) ²	1:580 sq ft (36 Spaces)
Existing Retail Parking Ratio (Spaces)	1:280 sq ft (1,145 Spaces)
Required “C-O-2.5” Office/Retail Parking Ratio (Spaces)³	1: 580 sq ft (1,443 Spaces)
Required PDSP Parking Ratios/Spaces	
Office	1:750 to 1:580 sq ft (637 to 833 Spaces)
Retail (Existing)	1,145 Spaces
Retail (New)	1: 580 sq ft (36 Spaces)
LEED Score	Office Building A, LEED Certified Silver Office Building C, LEED Certified (28 Points)

Approved Plans and Policies: In response to the proposed redevelopment of Pentagon Centre, the Long-Range Planning Committee of the Planning Commission convened three (3) meetings to establish guiding principles for the development of the site, the *Pentagon Centre Site Guiding Principles*. The framework for these principles is the *Pentagon City Master Plan* adopted in 1976 and the *Pentagon City Task Force Report* prepared in 1997. These principles have been established exclusively for the Pentagon Centre site proposed for redevelopment. The County Board in a work session on January 17, 2008 indicated that the *Pentagon Centre Site Guiding Principles* were appropriate for review of the proposed PDSP and Site Plan. Also proposed are *Pentagon Centre Urban Design Guidelines*, developed in conjunction with the Guiding Principles to illustrate to future developers the vision for the site’s redevelopment. In addition, the General Land Use Plan and Section 24 of the Zoning Ordinance, “C-O-2.5” guides the development of this site.

Site Design: Consistent with the proposed PDSP and accompanying *Pentagon Centre Site Guiding Principles* and *Pentagon Centre Urban Design Guidelines*, the proposed site layout and design, is accommodating to the continued presence and operation of the existing retail development. As seen in the illustration below, there are several physical and other related constraints which play a role in defining the proposed site design and layout.

² New retail GFA does not include 12,600 sq ft of existing retail in Building B that will be demolished and then rebuilt as new retail in Building A for parking calculations only. In addition, 15,700 sq ft of existing retail GFA exempt from existing parking due proximity to Metro.

³ This total includes total GFA proposed for the site (new and existing construction)



Callison Architects. Site Constraints, "Existing Site Plan".

Specifically, the Metro tunnel runs the length of the site below S. Hayes Street between 12th and 15th Streets South, with which there is associated a no load zone. In addition, requisite access points for the existing retail tenants extend north-south through the site between 12th and 15th Streets and east-west through the site between S. Hayes and S. Fern Streets, and the retail surface parking currently provides a requisite number of parking spaces south of Costco. In response to these physical and other site constraints and the location of the existing retail development structure which covers 7.76 acres of the 16.8 acres site (46%), the Final Site Plan proposes to situate the two (2) office buildings and parking garage such that they do not encumber or impact but relate to and incorporate the existing development.

At the most prominent corner of the site at 12th and S. Hayes and the Metro Station, would be the location of the 20-story office building (Building A). This building would be immediately north of, and share a building wall with Building B, the existing retail development. Building A would be comprised of one-story of ground floor retail, five (5) stories of above grade parking and 14 stories of office and would be the tallest building on site as well as in the Pentagon City area at 263 feet (including penthouse). The building would front S. Hayes Street with retail frontage along both S. Hayes Street and 12th Street South. The proposed retail frontage along 12th Street South includes a ground level and second story mezzanine.

At the corner of 15th and S. Hayes, the eight-story office building is proposed (Building C) with ground floor retail. This office building fronts S. Hayes Street with retail frontage along both S. Hayes Street and 15th Street South. Also along this façade, an 18-foot step back is provided around the third floor of the office building stepping up to the fifth floor, to relate to the low-rise residential condominiums south of the site across 15th Street South. The two (2) proposed office buildings would essentially flank the existing Building B providing for a continuous frontage of retail development with the introduction of office lobbies along S. Hayes Street. To facilitate the presence of an activated frontage along S. Hayes Street, the facades of Building B would be renovated with a treatment of panels applied over the existing façade to match and complement the ground floor retail frontage proposed for Buildings A, C, and D (Condition #83).

Consistent with the PDSP, the seven (7) story above grade parking garage (Building D) is proposed mid-block along 15th Street South. It is proposed that two (2) stories, the first providing ground floor retail and the second providing office development, would front this garage along 15th Street South. Each floor of the garage is designed as flat, level space to facilitate the adaptation of the garage in future phases to residential use. The garage further proposes a structure that would allow for the future construction of a road adjacent to the building to facilitate a continuous north-south connection through the site perpendicular to 12th and 15th Streets South (Condition #81)

The proposed office buildings are designed to complement one another, and would be constructed primarily of gray stone panel cladding and spandrel and vision glass in blue and gray. Clear glass storefronts are proposed along all street frontages where retail and office lobbies are presented at the ground level. The office building proposed at the location of the Metro Station would enhance the skyline with a marquee-cut, diamond-shaped building top. The point of the diamond marks the location of the building's entrance on top of Metro at 12th and S. Hayes, and extends from the building's base to the building's highest point at the top of the parapet wall. While the top would not be lit, the proposed fenestration and materials would provide for an ambient lighting providing a natural subtle glow to the building's penthouse. The treatment of the above grade parking garage levels of Building A include gray stone panel cladding and gray metal screens and louvers to give the appearance of a building façade that transitions from the ground level retail clear glass storefronts and lobbies to the office levels above. The treatment of the above grade parking garage, Building D proposes a green screen on the structure's façades that would include variation of vegetation and color. The green screen would be planted with evergreens at every two levels of the garage to provide for continuous, year-round screening. It is proposed that the green screen would mature within one (1) to three (3) seasons of implementation. In order to break the massing of the proposed green screen, translucent graphic screens are also proposed that would introduce graphic images that could periodically be changed between the green elements. The green screen would be maintained by the developer and provided until such time as the garage would be adapted to residential use in future phases of the PDSP (Condition #80). The building itself proposes gray architectural pre-cast panels, with masonry elevator and stair enclosures. Stairs are presented as metal panels and concrete infill with metal pipe rail and guards that are silver/gray. Guardrails at each garage level are pre-finished metal mesh in silver-gray. The two-story retail and office development, which fronts the Building D parking garage, proposes silver-gray pre-finished metal and clear glass storefronts spaced by gray architectural pre-cast plaster.

Circulation in the Final Site Plan would remain relatively as it currently exists with access to the site by way of 12th Street South at the Office Building A parking garage entrance, and its current locations at S. Hayes Street, between the existing retail, Building B and the newly proposed Office Building C, at 15th Street South and S. Fern Street at the existing Costco location. Internal circulation is proposed between Buildings A and B at the second level of each building through the garage. In addition, the existing retail corridor of Building B would be accessible from the ground level of Building A. Consistent with the PDSP, parking in the Final Site Plan would be above grade to accommodate the existing retail and restaurant development including

Costco, as well as the new office buildings. This parking would be provided in a combination of surface parking spaces, existing structured parking in Building B, and new structured parking to be provided in levels two (2) through six (6) of Building A and the seven (7) stories proposed for Building D. A total of 1,872 parking spaces are proposed under the Final Site Plan, an additional 727 spaces beyond what currently exists at 1,145 spaces.

LEED Scorecard: The *Pentagon Centre Site Guiding Principles* recommend that all buildings developed under the PDSF be LEED certified, include elements of sustainable design, and roof design that mitigates heat island effects. Under the Final Site Plan, the two (2) proposed office buildings would be LEED certified. Office Building A would be certified at LEED Silver and Office Building C would be LEED certified at 28 points including at least two (2) energy optimization points. The buildings have been registered for certification with the U.S. Green Building Council.

Transportation: The Pentagon Centre site is located at the Pentagon City Metro station, with a station entrance located in the northwest corner of the site. The Pentagon City Metro station is a multi-modal transfer center providing linkages between local and regional bus service, the regional Metrorail system, pedestrians, bicycles and vehicles. The area is also a destination for many tour buses because of the retail density in the area, along with its proximity to many of the region's monuments, museums and historic sites.

Adjacent to the site the Master Transportation Plan (MTP) classifies both S. Hayes Street and 15th Street South as principal arterials, and 12th Street South and S. Fern Street as neighborhood principals. In addition the MTP identifies the site as an "Area Planned for New Streets". With the planned extension of 12th Street South between S. Fern Street and S. Eads Street, the MTP designates 12th Street South between S. Hayes Street and S. Clark Street as a portion of the County's "Primary Transit Network." Other major roadways within close proximity to the site include I-395 to the north of the site Route 1 (Jefferson Davis Highway) to the east of the site.

Streets and Sidewalks: The descriptions below detail the streetscape and street cross-sections proposed for the Phase I Final Site Plan affected areas of the site.

- *S. Hayes Street* – The project proposes to maintain the location of S. Hayes Street's eastern curb adjacent to the project. S. Hayes Street currently varies in width between 140-feet (at 12th Street South) and 154-feet (at 15th Street South). This includes three (3) travel lanes in each direction, a bus/parking lane in each direction, a wide median (the median includes left-turn lanes at the intersections) and a 6-foot wide southbound bike lane. Northbound S. Hayes Street would be re-stripped to narrow the travel lanes and add an on-street bike lane. This would result in one (1), 10-foot wide lane adjacent to the median, two (2), additional 11-foot wide travel lanes, a 6-foot wide northbound bike lane and a 13.5-foot wide bus lane. In addition, a nub would be constructed along S. Hayes Street, at 15th Street South, removing the bus lane and narrowing the pedestrian crossing across S. Hayes Street at the intersection to provide for a safer pedestrian experience at the intersection of 15th and S. Hayes.

Currently the streetscape along the property's S. Hayes Street frontage is typically 34-foot wide, allowing for 11-feet of café seating, a 14-foot wide planting strip and a 9-foot sidewalk. The 34-feet of streetscape proposed provides enough space to create a dynamic and vibrant environment which would support S. Hayes Street's multi-modal characteristics. Following approval of the proposed Phase I Final Site Plan, staff and the developer would work together to redesign the S. Hayes Street streetscape south of the Metro plaza to 15th Street South, to better support multi-modal transit goals, while still providing café seating, street trees and landscaping along with sufficient clear sidewalk widths. The developer would also reconstruct the curb along S. Hayes Street to provide up to three (3) saw-tooth bus bays if the County identifies through the S. Hayes Street streetscape redesign process that they are needed (Condition #88).

At the intersection of S. Hayes Street and 12th Street South there is currently a plaza including a Metro elevator and escalators providing access to the Pentagon City Metro Station. The plaza is not effectively designed and as part of the County's plans to redesign S. Hayes Street from 15th Street South to Army-Navy Drive, the landscaping and hardscaping within the plaza would be redesigned. The plaza would be redesigned to better act as a multi-modal transfer point. To support these efforts, a contribution is proposed as part of the Phase I Final Site Plan.

- *12th Street South* – To support the future extension of the Crystal City/Potomac Yard Transit Way, the PDSP proposes widening 12th Street South along the site's frontage from approximately 50-feet from curb to curb to 58-feet. The 58-foot wide section would allow a 12-foot wide dedicated transit lane in each direction, 11-foot wide travel lanes in each direction and an 11-foot wide left turn lane. The curb adjacent to the site would be relocated widening the street to 55-feet from S. Hayes Street to S. Fern Street in conjunction with the proposed Phase I Final Site Plan. Also proposed in the Phase I Final Site Plan is a 24.5-foot wide streetscape from S. Hayes Street to the east end of Building A which would include 5-foot wide by 12-foot long tree pits with street trees and a 19.5-foot wide sidewalk.
- *15th Street South* – In the Phase I Final Site Plan, the existing 69.5-foot curb to curb dimension along 15th Street South would be maintained. At the intersections this would provide two travel lanes in each direction, bike lanes in each direction, a left turn lane and parking on the south side of the street. Wherever possible parking would be provided on the north side of the street. Additionally, the median at the intersection of 15th Street South and S. Hayes Street would be reconstructed to provide a 5-foot wide bike lane in each direction, a 7-foot wide parking lane, where available, and a 10 and 11-foot wide travel lane in each direction. At S. Hayes Street, instead of the parking lane, a 10-foot wide left-turn lane would be provided. At the back of curb, a 16.5-foot wide streetscape would be provided from S. Hayes Street to the east end of Building D (above grade parking garage), which would include a 5-foot wide by 12-foot long tree pit with street trees and a minimum of a 10.5-foot wide clear sidewalk.

Transit Access: The site is currently well served by transit, with access to two (2) Metro rail lines, six (6) Metro bus lines, two (2) ART routes and one (1) Fairfax Connector route, and both the Columbia Pike Streetcar and the Crystal City/Potomac Yard Transitway are planned to service the site in the future.

- *Metrorail* – Both the Yellow and Blue Metro rail lines serve the Pentagon City Metro Station which provides station access at the intersection of S. Hayes Street and 12th Street South. The Pentagon City Metro Station is the County’s second busiest station next to the Rosslyn Metro Station. Because many of the trips are by shoppers or retail employees, the station use is spread out through the day and not just during the AM and PM peak hours.
- *Metrobus* – The site is served by six (6) Metro bus lines including the 10A, 10E, 16E, 16G, 16H and 16W. The 16s operate along Columbia Pike and the 10s provide service between Huntington Towers and the Pentagon.
- *ART Bus* – Pentagon Centre is served by the ART 74 and ART 82. Both of these routes provide service between Nauck/Shirlington and Pentagon City serving different routes along the way.
- *Fairfax Connector* – The site is served by the Fairfax Connector Route 989 which provides service between Reston-East at Wiehle Avenue Park and Ride Lot and Crystal City with a stop at the Pentagon City Metro station.
- *Columbia Pike Streetcar* – A streetcar system is proposed to provide high-frequency, high-quality transit service along Columbia Pike between Bailey’s Crossroads and Pentagon City/Crystal City.
- *Crystal City/Potomac Yard Transitway* – The transit system is proposed to provide high-capacity and high-quality bus transit services in the five-mile corridor between the Pentagon and Pentagon City in Arlington County and the Braddock Road Metro Station in the City of Alexandria.

As part of the FY2009 – FY2014 Capital Improvement Program (CIP) the County plans to construct a second elevator at the Pentagon City Metro station. The elevator is proposed to be located on the west side of S. Hayes Street near the existing west side escalator. The elevator would provide access between the street level and the mezzanine level of the station. The addition of a second elevator is necessary to improve general access and ensure ADA accessibility to the station. By having two (2) elevators, a level of redundancy is provided which maintains ADA accessibility to the station while one (1) elevator is off line for repairs. The project is estimated to cost \$8 million to construct, of which \$5 million has already been identified through Federal funding and grants. Additional efforts are being made to secure additional funding resources through future earmarks. A concept plan for the project is projected to be completed in the spring of 2009.

With access to these current and future services, the site operates as a multi-modal transit center linking high-frequency local and regional transit to on-street bike lanes, the local road network and the interstate highway system. The multi-modal nature of the site makes it ideal for a mixed use transit oriented development as proposed.

In addition, retail space would be provided to the County in office Building A at the corner of 12th and S. Hayes, for the County to construct a Commuter Store and Commuter Bike Facility (Condition #89). The Commuter Store would provide residents, visitors and those working in Arlington with convenient, one-stop shopping for schedules, fares and information about the many transportation options available in the Washington Metropolitan area. Research has shown that 32% of people who visit the Commuter Stores make a change in how they travel for work and non-work trips.

Parking: The site currently has approximately 1,145 surface and structured parking spaces to support the existing retail center with 337,900 sq ft of retail development. In the Phase I Final Site Plan, parking is proposed consistent with the parking ratio minimum and maximum ranges established in the PDSP as follows:

<u>Use</u>	<u>Spaces</u>	<u>GFA</u>	<u>Ratio</u>	
Office	691	489,911	1.41	Spaces Per 1,000 sq ft (1 space per 710 sq ft)
New Retail	36	20,895*	1.72	Spaces Per 1,000 sq ft (1 space per 580 sq ft)
<u>Existing Retail**</u>	<u>1,145</u>	<u>322,200</u>	<u>3.55</u>	<u>Spaces Per 1,000 sq ft (1 spacer per 280 sq ft)</u>
TOTAL	1,872			

**12,600 sq ft of existing retail in Building B will be demolished and reconstructed as new retail associated with Building A. As this retail space is existing and 1,145 parking spaces are provided for existing retail, so as not to double count this space, this amount of GFA is not counted for purposes of determining parking spaces and ratios for the new retail.*

***Excludes 15,700 sq ft of retail existing and exempt due to proximity to Metro*

Following is a breakdown of parking by Building and use type:

Office Use	Standard	Compact	Handicap	Total	% Compact
Bldg A	170	32	8	210	15%
Bldg B	0	0	0	0	0%
Bldg D	401	72	8	481	15%
Total	571	104	16	691	15%

Retail Use	Standard	Compact	Handicap	Total	% Compact
Bldg A	0	0	0	0	0%
Bldg B	381	70	18	469	15%
Bldg D	273	51	16	340	15%
Surface	308	56	8	372	15%
Total	962	177	42	1,181	15%

All Uses	Standard	Compact	Handicap	Total	% Compact
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	d	t	p		
Total	1,533	281	58	1,872	15%

A total of 319 of the proposed office spaces would be shared on nights and weekend with the retail uses (Condition #66). During the peak retail hours this would increase the available retail parking on the site by over 25%.

All parking would be provided above grade as structured parking and surface spaces. An above grade parking podium is proposed in Office Building A on top of the Metro at the site's northwest corner of S. Hayes Street and 12th Street South. In addition, an above grade parking garage is proposed along 15th Street South to serve the office building proposed at the corner of 15th and S. Hayes. Two (2) levels of above grade structured parking provided in the existing retail development would be retained in Phase I of the Final Site Plan. All of the above grade parking garages are wrapped with either retail or office use and do not front directly onto public spaces or sidewalks consistent with the PDSP.

Bicycle Access: The Pentagon City area is ringed by dedicated on-street bike lanes and by on-street shared bicycle routes. Using these facilities, cyclists can access Arlington's off-street trail network. The Arlington National Cemetery Wall Trail is located to the north of the site and the George Washington Memorial Parkway trail can be accessed in Crystal City at the intersection of Crystal Drive and 18th Street South, south and east of the site. Both of these trails are located within a mile of the site. The Phase I Final Site Plan proposal would significantly improve the bicycle facilities around the site including the proposed restriping of 15th Street South between S. Hayes Street and S. Fern Street adding dedicated on-street bike lanes in both directions and restriping of northbound S. Hayes Street between 15th Street South and 12th Street South adding a dedicated on-street bike lane.

Visitor and employee bicycle parking would be provided to current County standard to support the proposed development in the newly constructed office buildings and above grade parking garage in the Phase I Final Site Plan. This would require the provision of approximately 45 employee bicycle spaces (Class 1 spaces) in office Building A at 12th and S. Hayes and 20 for office building C and parking garage D on 15th Street South. The Phase I Final site Plan would also be required to provide 36 visitor spaces (Class III spaces) around the site.

As previously mentioned, space would be provided in office Building A for a Commuter Bike Facility. The Pentagon Centre Commuter Bike Facility is intended as a pilot project to test the viability of having secure, indoor, bicycle parking available to cyclists wishing to use other modes of transportation as part of a complete trip for work. Cyclists would have the option of bus, Metro rail, car share, vehicles and in the near future, streetcars as onward modes of travel from this location. Sixty (60) bicycle parking spaces would be located adjacent to a Commuter Store at the same location. The spaces would be in addition to the Site Plan required bicycle parking for the office and retail uses proposed. It is envisioned that the Commuter Store employees would operate the Bicycle Facility. The space which would be provided at approximately 1,400 sq ft would be divided equally between the two uses. It is intended that the facility would make it easy for people who live and work in the surrounding community to leave

their cars at home and commute by either bike or transit, making use of the multimodal opportunities on site. The facility as envisioned would support residents of South Arlington who would like to bike to the Metro and continue their destination to work using the Metrorail system, which does not allow bicycles on the train during peak hours.

Loading and Parking Access: In the Phase I Final Site Plan, loading and garage access for office Building A is proposed off of 12th Street South. The loading and garage access would be located approximately 180-feet east of the intersection of 12th and S. Hayes Streets. This separation would provide sufficient area between S. Hayes Street and the loading and garage access for Building A for the area to be used to support additional transit stops or either the proposed Columbia Pike Streetcar or the Crystal City/Potomac Yard Transitway as these services are extended to Pentagon City. The loading area for Building A would support two (2) full-sized loading docks and a trash bay. This entrance to the parking garage is proposed to be 24-feet wide and it would be separated from the loading bays by approximately 7-feet providing a small pedestrian refuge area along the sidewalk. As part of the Phase I Final Site Plan, a continuous sidewalk would be provided across the front of the loading and garage access area. The proposed loading and access would only be provided in this manner with the proposed Phase I Final Site Plan as the PDSP provides that in future phases of redevelopment, loading and access would be relocated off of 12th Street South to interior streets to be constructed, to improve the pedestrian experience along 12th Street South.

The above grade parking garage proposed on 15th Street South (Building D), is proposed to serve the parking for the office building C proposed at the corner of 15th and S. Hayes Streets. Access for Building D and the loading and access for Building C would be provided completely within the site using internal drive aisles accessed from existing access points on S. Fern Street, 15th Street South and S. Hayes Street.

Transportation Management Plan (TMP): A Transportation Demand Management (TDM) plan is proposed to encourage reduced single occupancy vehicle (SOV) trips to and from the site. Staff supports the proposed plan and finds it to be consistent with the County's adopted TDM Policy. The TDM plan would include strategies the briefly summarized below and referenced in Condition #51 of the site plan conditions:

- Contribute \$16,641 for Building A and \$8,000 for Building B annually for thirty (30) years to Arlington County Commuter Services (ACCS) for office buildings.
- Provide a Transportation Kiosk in the lobby of each building.
- Distribute transit information, including site-specific information, to new employees and residents.
- Provide free SmarTrip cards with \$60.00 in fares for new employees at first lease up of the office buildings.
- Designate a member of the building management team as Property Transportation Coordinator with responsibilities for completing and coordinating TDM Plan obligations for each building.
- Provide free parking for up to six (6) car sharing vehicles in the garages for six (6) months, should the County request the spaces. After the first six (6) months the car

sharing provider should negotiate a rate for the use of the spaces thereafter with the property manager.

- Provide retail space to the County for a new Commuter Store and Commuter Bike Facility.

Utilities: Adequate water and sanitary sewer capacity is available to serve the proposed development. As part of the proposed Phase I Final Site Plan, a portion of the existing 8-inch public water line located in the surface parking lot along 15th Street South would be relocated. Approximately 110-feet of the 8-inch line would be reconstructed within the parking lot and approximately 205-feet of new 12-inch water line would be constructed connecting the 8-inch line to the existing 12-inch line located in 15th Street South. In addition, the existing 72-inch storm sewer which currently crosses the southwest corner of the site, where Office Building C is proposed, would be relocated. Approximately 230-feet of new 78-inch storm sewer would be constructed in 15th Street South.

Consistent with site plan development and the Utility Undergrounding Plan, a one-time contribution of \$423,500 (\$50,000 x 8.47 acres) would be contributed to the Utility Underground Fund with the Phase I Final Site Plan and the existing aerial utility lines located along the Phase 1 Final Site Plan site frontages would be removed. Compliance with the new Chesapeake Bay Preservation Ordinance and the Plan of Development requirements, would be required with the Phase I Final Site Plan including a Resource Protection Area (RPA) Delineation (site is not located in an RPA), a Landscape Conservation Plan, a Storm Water Management Plan, and an Erosion and Sediment Control Plan.

DISCUSSION

Land Use and Zoning: A concurrent PDSP proposal requests the overall redevelopment of the site at 2.5 FAR under the “C-O-2.5” zoning district and the “Medium Office-Apartment-Hotel” General Land Use Plan (GLUP) designation. The Pentagon Centre Guiding Principles encourage a balanced mix of uses on the site and compatibility with the surrounding and existing uses in Pentagon City. On-site there currently exists only retail development at 337,900 sq ft and surface and structured parking. The site’s maximum potential development under “C-O-2.5” is 1,829,683 sq ft of office/commercial depending on site area that would be allocated to hotel and residential density measured in units per acre which would permit up to 115 units per acre residential (1,932 units) and up to 180 units per acre for hotel development (3,024 rooms). The Final Site Plan proposes to increase the existing density on-site with the addition of a 333,599 sq ft, 20-story office building with 13,095 sq ft of ground floor retail, a 152,112 sq ft, eight-story office building with 14,600 sq ft of ground floor retail, and a seven-story parking garage fronted by 5,800 sq ft of ground level retail and 4,200 sq ft of office above. This new development would increase overall density on-site to 848,706 sq ft (46% of that permitted under the “C-O-2.5” Zoning District). The addition of office density and additional retail as proposed facilitates fulfillment of the Pentagon Centre Guiding Principles in initiating a balanced mix of uses on site that would foster a 24-hour live-work-shop community, while not precluding incorporation or continuation of the existing Costco and retailers. In addition with the implementation of the proposed Final Site Plan, the vision for Pentagon City as a high-density mixed use community

with development concentrated in close proximity to the Metro station at the center of the site also begins to be fulfilled.

Modification of Use Regulations: Modification of use regulations are requested as follows:
Height: The Final Site Plan proposes a 20-story office building at the corner of 12th and S. Hayes at the Metro station. This 20-story office building would exceed the maximum building height permitted for office stories in “C-O-2.5” by eight (8) stories. The PDSP concurrently being considered would establish the maximum building height for an office building at this specific location at 20 stories primarily to provide the highest building height on site at the Metro station and also in Pentagon City. This additional height at this location would be consistent with the PDSP for Pentagon Centre as well as the *Pentagon Centre Site Guiding Principles*.

In the Final Site Plan, in addition to the eight (8) stories of bonus height on the office building at the corner of 12th and S. Hayes, a modification of use regulation is requested for additional height for the parapet wall screening the building’s penthouse. The Zoning Ordinance provides in Subsection 31.B.2 that the maximum permitted height for a roof structure including penthouses and parapet walls is 23 feet. An additional seven (7) feet is proposed under the Phase I Final Site Plan. The proposed office building features a parapet wall that is sloped to provide a sculpted top to the building in the form of a marquee diamond. While the penthouse itself is 23 feet, the parapet wall screening the penthouse at its highest point is proposed at 30 feet which includes 3-feet apportioned to decorative finials. Because the design is sloped, at its lowest point the parapet wall including the 3-foot decorative finials would be 28 feet. This additional height is intended to add architectural detail to the building, define the building’s top, add visual interest to the skyline and distinguish the building in Pentagon City to identify the location of the Metro station. This would be consistent with the *Pentagon Centre Site Guiding Principles* and urban design guidelines.

Parking: The *Pentagon Centre Site Guiding Principles* suggest that “parking ratios be established to enhance the multimodal nature of the site directing users to alternative modes of travel and lessening the impact of traffic associated with any futures increases of density on the site.” Consistent with the PDSP and these *Guiding Principles*, the PDSP concurrently proposed would establish that parking ratios would be provided consistent with the then current policy in effect at the time of Final Site Plan application but could be reduced based on review of commensurate community benefits for that Phase of development. The Phase I Final Site Plan proposes a reduced parking ratio consistent with the ranges proposed for the PDSP for office use at 1.41 spaces per 1,000 sq ft (1 per 710) for a total of 691 spaces. The Zoning Ordinance requires parking ratios for office use of 1 per 580 sq ft of gross floor area. The number of parking spaces at the reduced ratio proposed for office is consistent with the parking ratios proposed in the PDSP.

In addition, to the proposed TMP and streetscape improvements to support the proposed office parking ratio of 1 space per 710 sq ft in the Phase I Final Site plan, the following transportation related community benefits have been committed:

- Provision of approximately 1,400 sq ft of retail space for use by Arlington County for a new Transit Store and Commuter Bicycle Facility rent free for 10 years with an option to extend the lease at a rent of one-half the market rate for 10 additional years.
- Reconstruction of the S. Hayes Street curb and streetscape adjacent to Building B to provide up to three (3) saw-tooth bus bays and a streetscape which best suits the site's multi-modal activities.
- Reconstruction of the 12th Street South curb, from Building A to S. Fern Street, widening the street to provide the required 29-feet on the south side of the street's centerline adjacent to the site. This supports the County's long range goal of developing 12th Street South into a primary transit link suitable for dedicated bus lanes used to connect Pentagon City and Crystal City.
- A contribution toward the construction of Metro Plaza improvements at the corner of 12th Street South and S. Hayes Street.

Community Benefits: The PDSP established that community benefits be phased in with each Phase of development proposed by a Final Site Plan. Phase I Final Site Plan community benefits would include but not be limited to the following:

- \$500,000 contribution to be allocated by the County Manager for construction of a water park at the adjacent Virginia Highlands Park, subsidies to reduce the rent for an Urgent Care Facility, contribution toward WMATA Pentagon City Metro Plaza improvements and the provision of new bus shelters.
- Dedication of Right-of-Way to provide for 58' along 12th Street for future transit improvements
- Commuter Store and Bike Storage Facility on in Building A
- Affordable Housing Contribution
- LEED Certified Office Buildings
- \$75,000 Public Art Fund Contribution
- Utility Fund Contribution
- Landscape improvements at 15th and S. Fern Street
- Green Screen façade on the above grade parking garage
- Refreshed façade of the existing retail and restaurant development fronting S. Hayes Street

Affordable Housing: Over time PDSPs have had various conditions related to affordable housing. Recent PDSPs have adhered to whatever affordable housing expectation was in effect at the time that each site plan of the PDSP was considered.

In the case of the proposed Site Plan, Phase I of the PDSP, the Affordable Housing Ordinance is applied to all of the new gross floor area (GFA) proposed to be developed on the site area for buildings A, B and C. Since all of the new development is commercial (office and retail), a cash contribution is calculated and no calculation is made for the provision of affordable units. Of the

848,706 sq. ft. of total development in Phase I, existing retail comprises 325,300 sq. ft. Therefore, the contribution is calculated on the 523,406 sq. ft. of new development and totals \$1,235,969.

Cash Contribution Calculation			
	GFA	Rate	Contribution
Up to 1.0 FAR	369,071	\$1.58	\$583,132
From 1.0 – 1.5 0 FAR	154,335	\$4.23	\$652,837
1.5 FAR +	0	\$8.45	0
Phase I Total Amount	523,406		\$1,235,969

Since the Phase I development is less than 1.5 FAR, there is no density on which to calculate an increase in density allowed under the PDSP. Subsequent phases of the PDSP will have density above 1.5 FAR and will therefore be subject to a higher rate of contribution on that density due to the increase in the GLUP.

Community Process: The proposed site plan was the subject of five (5) SPRC meetings held on April 3, April 21, May 15, June 9 and June 23, 2008. There was a great deal of discussion regarding the proposed building design and architecture in order to ensure that development on site would provide for high quality, distinguishing architecture at the heart of Pentagon City and as a landmark building at the Metro station consistent with the *Pentagon Centre Site Guiding Principles* and Urban Design Guidelines. There was also discussion about ensuring that the buildings to be added to the existing retail development would relate well not only to one another but the existing development to be retained. Additional discussion included the activation of S. Hayes and 15th Street South with ground floor retail, the proposed streetscape along S. Hayes being consistent with the County’s standard streetscape dimensions, the location of loading and access and lobby entrances, as well as parking, specifically as it relates to parking during construction and construction phasing and its impact on existing retail operations and tenants. At the conclusion of the SPRC process, there were no major outstanding policy issues and there was general support for the overall building design and architecture. The community indicated that measures should be taken to mitigate the impact of development proposed along 15th Street South on the low-rise residential development with respect to signs, the screening of the garage lighting and noise, traffic, and parking during construction. These concerns have been addressed in site plan conditions proposed with the Final Site Plan.

Transportation Commission Recommendation: The Transportation Commission at its meeting of July 2, 2008, voted 5 to 1 to recommend to the County Board to defer the project. Specifically:

- The commission identified that there were a number of details and conditions that had not been finalized by the time they heard the item and that additional time provided by a deferral would allow Staff and the applicant to refine and complete the proposal details and conditions.
 - *Staff Response:* Since the July 2nd Transportation Commission meeting the staff report has been updated, the applicant has proposed their community benefits package, and the following transportation related Conditions have been updated

or added 19, 21, 51, 66, 84, 85, 86, 87, 88 and 89.

Planning Commission Recommendation: The Planning Commission, at its meeting of July 14, 2008, voted 9 to 0 to recommend to the County Board to defer the PDSP and Phase I Final Site Plan to permit further refinement of the PDSP, thereby affording improved guidance and to afford better development of the site plan for Phase I, subject to the following items being vetted or addressed. Those items indicated and addressed below are specific only to the Phase I Final Site Plan.

- The County Board, staff and the applicant to explore the opportunity for an additional Metro elevator on the east side of Hayes Street.
 - *Staff Response* – The County plans to provide a second elevator on the west side of S. Hayes Street as part of the FY2009 – FY2014 CIP. The \$8 million project to add a second elevator will improve access to the station and improve the station’s ADA accessibility, eliminating the need to provide a bus bridge to Pentagon City if one of the elevators is out of service.
- The Hayes Street streetscape be clearly identified for its whole length.
 - *Staff Response* – The applicant agrees to work with the County post-approval to identify and construct a streetscape for the site’s S. Hayes Street frontage consistent with the County’s future plans for improvements to S. Hayes Street between Army-Navy Drive and 15th Street South. (Condition #88)
- Streetscape cross-sections be added to the Administrative Regulation 4.1 drawings and the urban design guidelines.
 - The Administrative Regulation 4.1 drawings for the Phase I Final Site Plan provide on Sheets C-8 to C-9 proposed street cross sections for each of the streets affected by the Phase I Final site Plan.
- Identify an alternate location for the commuter store closer to the street.
 - *Staff Response* – Condition #89 stipulates the requirements for the provision of the Commuter Store and Bike Storage Facility including its location in Office Building A, within 200 feet of the Metro station.
- Office Building A to be certified at LEED silver.
 - *Staff Response* – The applicant agrees to commit to certify Office Building A at silver medallion level with Phase I Final Site Plan of the PDSP. Condition #72 has been amended to this effect.
- Amend PDSP Amend Final Site Plan Condition #68 to identify the dollar contribution, with the housing contribution for the site plan to be modified as necessary to factor into consideration the General Land Use Plan (GLUP) change.
 - *Staff Response* – Condition #68 of the Final Site Plan does not include the dollar amount of the affordable housing contribution because as written it is consistent with current policy in effect. The current policy in effect with which the developer must comply provides that prior to the issuance of the first Certificate of Occupancy the developer submit to and obtain from the County Manager

confirmation or approval of the developer's finalized plan for meeting the requirements of the affordable housing ordinance, which include either provision of units or a cash contribution.

- Request the applicant provide different palette options for Building A and C in the final site plan.
 - *Staff Response* – The color palette was not raised as an issue during the SPRC process between January and June 2008. Changes to the palette would misrepresent that there was general consensus on the building design and architecture proposed. In addition, staff finds that the color palette proposed is appropriate for office buildings.
- The drawing package of materials to be updated to include changes as outlined as a result of discussion between Costco and the applicant.
 - *Staff Response* – The applicant agrees to update sheets A-110 to A-112 of the Administrative Regulation 4.1 for the Phase Final Site to reflect agreements between Costco and Kimco regarding the number of elevators, entrances and locations, and size of parking stalls in the above grade parking garage.

Housing Commission: The Housing Commission reviewed the proposed affordable housing contribution as an information item at a meeting on July 17, 2008.

CONCLUSION: Concurrent with review of the proposed Phased Development Site Plan (PDSP) for Pentagon Centre, the implementation of Phase I is also being considered as a Final Site Plan. The introduction of office uses and additional retail development would begin to fulfill the vision of the PDSP for the Pentagon Centre Site. A signature building identifying the center of Pentagon City and the Metro would be provided and buildings proposed would be LEED certified and energy efficient. In addition, development under this Phase I Final Site Plan of the PDSP would include sustainable design, providing for a green screen façade for an above grade parking garage as a unique and environmentally responsible way of dressing up a use generally inconsistent with County practice of providing parking below grade. The Final Site Plan application is generally consistent with the concurrently proposed “C-O-2.5” Zoning District and proposed “Medium” Office-Apartment-Hotel General Land Use Plan designation. The proposal is also consistent with the *Pentagon Centre Site Guiding Principles* and Urban Design Guidelines and the Pentagon Centre PDSP. It ultimately provides for development on the unplanned site that would be consistent with the County's goals for providing higher density and height at the Metro.

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

1. **Site Plan Term**

The developer (as used in these conditions, the term “developer” shall mean the owner, the applicant and all successors and assigns) agrees to comply with the standard

conditions set forth below and as referenced in Administrative Regulation 4.1 and the revised plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and reviewed and approved by the County Board and made a part of the public record on July 21, 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.

This site plan approval is for Phase I of a Phased Development Site Plan approved for Pentagon Centre by the County Board on July 21, 2008. This site plan approval includes “new” construction and the retention of a 337,900 sq ft structure as shown on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and consistent with the Pentagon Centre Urban Design Guidelines dated July 16, 2008. The term “new” shall mean any lessee, structure or use different from what exists at the time of Final Site Plan approval.

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. 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 #15a 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 at least \$2,400.00 ~~per for each tree removed and not replaced on the site or a greater amount specified by the County Board~~. 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.

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

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

disc showing the entire photographic history of the site shall be submitted before issuance of the Master Certificate of Occupancy.

Utility Fund Contribution

5. In addition to funding and constructing the utility undergrounding work, the developer agrees to contribute in the amount specified in Site Plan conditions to the County utility fund before the issuance of the Building Permit or prorated consistent with an approved phasing plan for the development. The total utility fund contribution for this Phase I, Final Site Plan site area associated with new construction this site is \$423,500 (\$50,000 x 8.47 acres). These funds may, but need not, be used by the County for the purpose of providing the undergrounding of utilities along the properties which are not redeveloping in this undergrounding district. If the area of the site plan is subdivided, the contribution to be made by each owner shall be based proportionally on the amount of site area allocated to each subdivided parcel. The contribution, if not obligated by the County to pay for utility undergrounding projects within 10 years from the date of payment, will be refunded without any accrued interest to the development owners of record at the time of any refund.

Plan for Temporary Circulation During Construction

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

The developer agrees, 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.

The developer agrees to provide and maintain lighting around the perimeter of the site throughout the construction phase of the project in accordance with a plan approved by the County Manager prior to the issuance of the Demolition Permit, or disconnection of any existing exterior lighting, whichever is earlier. The plan may include existing standard County fixtures, lighting attached to construction fencing, and/or other lighting as deemed appropriate by the County Manager. In approving a lighting plan, the manager may take into consideration existing public street lighting around the site that will not be disturbed by the construction. The lighting plan shall ensure that roads and public walkways around the site are well lit and safe for motorists and pedestrians. The plan shall also minimize disturbance to residential dwellings, and excessive lighting of the sky. Where county street lighting has been removed or disconnected due to construction and not yet replaced or reconnected, the developer agrees to maintain lighting around the perimeter of the site between the start of construction and completion of the project. The lighting shall be designed to illuminate the temporary pedestrian walkways and roads around the perimeter of the site. The developer may do this by means of overhead lights (e.g. "cobra head" lights) that meet the lighting standards for Arlington County streets, or by stringing lamps of the kind used in "used car" lots or similar along sidewalks and streets along the perimeter of the site. If lighting is accomplished by the latter, such lighting shall be with 75 watt bulbs (or approximate equivalent) placed no more than 25 feet apart and 6 to 10 feet high. Lighting shall be turned on between dusk and dawn 7 days a week. Any high intensity overhead lighting, such as lighting placed on construction cranes, shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. For purposes of this condition, "completion of the project" shall mean the time when the County standard lighting fixtures are in place and operational around the perimeter of the site.

The developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. 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

~~The developer agrees to coordinate with the Arlington County Relocation Program Coordinator in order to provide each rental household living in either an apartment unit or a single family dwelling which is displaced by the construction of this site plan, except those who sign initial leases for a unit in the project after the date of this site plan approval, with at least the following:~~

- ~~a. — A minimum of 120 days written notice to vacate.~~
- ~~b. — Relocation payments, in accordance with the *Arlington County Tenant Relocation Guidelines* adopted by the County Board and in effect on the County Board date identified in Condition #1,.~~
- ~~c. — Relocation services in accordance with the *Arlington County Tenant Relocation Guidelines* adopted by the County Board and in effect on the County Board date identified in Condition #1,~~

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

Retail Relocation

8. Intentionally Omitted

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

- ~~a. — The developer agrees to keep all retail tenants informed of the redevelopment schedule by providing periodic updates with regard to material changes in the development program for the site, including the phasing of the project, anticipated schedules for eviction, construction and occupancy, and any anticipated material impacts on the tenants while they remain on the site, such as test borings, construction signs and fencing, asbestos removal, disruptions to customer parking and pedestrian paths, and the like.~~

- ~~b. The developer will assist the County to make available to all retail tenants, either directly or through the developer, information on available commercial space in the County, business counseling services and appropriate business courses.~~
- ~~e. 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.
 - a. The developer agrees to identify a person who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site throughout the hours of construction, including weekends. The name and telephone number of this individual shall be provided in writing to residents, property managers and business owners whose property abuts the site, and to the Zoning Administrator, and shall be posted at the entrance of the project.
 - b. Before commencing any clearing or grading of the site, the developer shall hold a community meeting with those whose property abuts the project to review the construction hauling route, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative must be notified once the community meeting dates/times are established. The developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting before a Clearing, Grading and Demolition Permit is issued. The developer agrees to submit to the Zoning Administrator two (2) sets of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation (one set of which will be forwarded to the Police). Copies of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation shall be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project. The location of all construction trailers shall be approved either by Administrative Change approval or to be shown on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers shall require approval by DES staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.
 - c. Throughout construction of the project, the developer agrees to advise abutting property owners in writing of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.
 - d. At the end of each work day during construction of the project, the developer agrees to ensure that any streets used for hauling construction materials and entrance to the construction site are free of mud, dirt, trash, allaying dust, and

debris and that all streets and sidewalks adjacent to the construction site are free of trash and debris.

- e. The developer agrees that construction activity, except for construction worker arrival to the construction site and indoor construction activity, will commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays and will commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays. "Holidays" are defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, and Christmas. Indoor construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day, and any such activity that occurs after 6:30 p.m. shall not annoy or disturb reasonable persons of normal sensitivities. The developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours.
- f. Storage of construction materials, equipment and vehicles shall occur on the site or an approved off-site location, or as approved by the County Manager.

C & D Waste

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

Green Building Fund Contribution

- 13. Intentionally Omitted
~~The developer agrees to make a contribution to the County's Green Building Fund of \$ _____ (\$0.03 X _____ square feet). The payment shall be made to the Department of Environmental Services prior to the issuance of the Clearing, Grading, and Demolition Permit, and compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment. If the project achieves formal certification as a LEED Green Building from the U.S. Green Building Council within one year of~~

~~issuance of the Master Certificate of Occupancy, the Green Building fund contribution shall be refunded upon receipt of written request, and documentation of LEED certification, by the applicant.~~

Vacations and Encroachments

14. 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).

- **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.**

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

15. The developer agrees to attach the County Board meeting minutes outlining the approved conditions and the conditions themselves to each set of Building Permit drawings that they submit to the County. The developer agrees to submit to the Zoning Administrator and obtain approval from the County Manager a detailed final landscape plan prior to issuance of the Excavation/Sheeting and Shoring Permit. The final landscape plan shall be submitted at a scale of 1 inch = 25 feet, in conjunction with the final civil engineering plan as required in Condition #18 below, as well as a vicinity map with major streets labeled. The final landscape plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia. The developer further agrees that the final landscape plan and the final civil engineering plan shall verify, by means of survey, that there are no conflicts between the street trees and utilities. The developer shall obtain approval by the County Manager for both plans as meeting all requirements of the County Board's site plan approval and all applicable

county laws and plans before the issuance of the Excavation/Sheeting and Shoring Permit. The plan shall be consistent with the conceptual landscape plan approved as a part of the site plan, and, at a minimum, shall conform to: the landscaping requirements in Conditions #16 and 21 below; the *Arlington County Streetscape Standards* if applicable; the Sector Plans if applicable; the County's landscaping, planting, and sidewalk and driveway construction specifications; and/or other applicable urban design standards approved by the County Board. In order to facilitate comparison with the final civil engineering plan, the landscape plan shall be at a scale of 1 inch = 25 feet; the County may require more detailed plans appropriate to landscape installation at a larger scale to also be submitted. The County may permit minor changes in building, street and driveway locations and other details of design as necessitated by more detailed planning and engineering studies if such changes are consistent with the provisions of the Zoning Ordinance governing administrative approval and with the intent of the site plan approval. The landscape plan shall include a Street Tree Plan which shall be reviewed by DPRCR and DCPHD, and shall be accompanied by the civil engineering plan. The installation of all plant materials shown on the final landscape plan shall take place before the issuance of the first Certificate of Occupancy for the respective phase of construction. The final landscape plan shall include the following details:

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

~~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 improvements shall conform to the DES Construction Standards and Specifications, and shall be shown on the final engineering plan. Installation of the improvements shall be completed prior to issuance of the first certificate of occupancy for 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.
 - c. All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.
 - d. Exposed earth not to be sodded or seeded shall be well-mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.
 - e. Soil depth shall be a minimum of four (4) feet plus 12 inches minimum of drainage material for trees and tall shrubs and three (3) feet for other shrubs. This requirement shall also apply to those trees and tall shrubs in raised planters. Soil depth for raised planters shall be measured from the bottom of the planter to the top of the planter wall. The walls of raised planters shall be no higher than seat-wall height (2 1/2 feet, maximum) above the adjacent finished grade.
 - f. Finished grades shall not exceed a slope of three to one or the grade that existed before the site work began.
 - g. The developer agrees to maintain the site in a clean and well-maintained condition before the issuance of the Clearing, Grading and Demolition Permit and agrees to secure and maintain the site throughout the construction and phasing process. Further, the developer agrees to submit a maintenance agreement which

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

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

Utility Company Contacts

- 17. The developer agrees to contact all utility companies, including the electric, telephone and cable television companies, and offer them access to the site at the time of utility installation to install their underground cables. In order to comply with this condition the developer agrees to submit to the Zoning Administrator copies of letters from the developer to the utility companies offering them access as stated above. The developer agrees to also contact the Development Services Bureau, Transportation Division of the Department of Environmental Services in Arlington County not less than 2 months prior to its planned commencement of utility undergrounding to offer the County access to the locations on the site 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.

Final site engineering plan approval by DES

- 18. The developer agrees to submit final site engineering plans to the Department of Environmental Services. The plans shall include a receipt from the Zoning Office that the landscape plan has been accepted. Staff comments on the final engineering plans will not be provided to the developer without submission of the landscape plan to the Zoning Office. The plans shall be drawn at the scale of 1 inch = 25 feet and be 24 inches by 36 inches in size. Neither the Excavation/Sheeting and Shoring permit nor the first Building Permit shall be issued until final site engineering plans which agree with the approved final site development and landscape plans, and the sequence of construction, has been approved by the 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.

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 as defined below shall for S. Hayes Street be constructed prior to issuance of the first Certificate of Occupancy for any building in Phase I, for 12th Street South, constructed prior to the first Certificate of Occupancy for Building A, and for 15th Street South constructed prior to the first Certificate of Occupancy for Buildings C and D of the applicable phase of the project.
- a. The developer agrees to construct new curb and gutter along the south side of 12th Street South to allow a uniform ultimate 58-foot street width, which shall be approximately 29 feet from the existing street centerline striping, as shown on the final engineering plan approved by the County Manager. The developer also agrees to construct one crosswalk and accompanying handicap ramps at the existing intersection of 12th Street South and the Loading/Service and garage entrances located in the northwest corner of the site.
 - b. The developer agrees to maintain S. Fern Street in its existing condition with a varying street width of 43 feet to 49.5 feet, and approximately 21 feet from the Arlington County survey centerline, as shown on the final engineering plan approved by the County Manager.
 - c. The developer agrees to maintain existing curb and gutter along the frontage of Buildings C and D on 15th Street South maintaining an existing approximate 69-foot street width, which shall be approximately 21 feet from the Arlington County survey centerline, as shown on the final engineering plan approved by the County Manager. The developer also agrees to construct one crosswalk and accompanying handicap ramps at the existing intersection of 15th Street South and the right-in/right-out entrance located in the southwest corner of the site.
 - d. The developer agrees to maintain S. Hayes Street in its existing condition with an approximate 142-foot street width from 12th Street South to 154-foot street width at 15th Street South, and approximately 35 feet from the Arlington County survey centerline as shown on the final engineering plan approved by the County Manager. The developer also agrees to construct one crosswalk and accompanying handicap ramps at the existing intersection of S. Hayes Street and the right-in/right-out entrance located in the southwest corner of the site. The developer agrees to reconstruct new curb and gutter along S. Hayes Street, south of the Metro Plaza, to provide up to 3 new saw tooth bus bays should the county identify that they are needed to enhance the multimodal characteristics of S. Hayes Street prior to the approval of the Final Engineering Plans identified in Condition #18.

- e. The developer agrees to restripe northbound S. Hayes Street to narrow the lanes and provide a new 6-foot wide bike lane from 12th Street South to 15th Street South.
- f. The developer agrees to restripe 15th Street South to add on street bike lanes in each direction and narrow the travel lanes from S. Hayes Street to S. Fern Street.

All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations. The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval; provided, however, that the provision of such improvements shall not increase the projected cost anticipated for such improvements as shown on the site plan drawings dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 unless the County provides additional funding to offset such increased cost.

Survey Monuments

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

Sidewalk Design and Improvements

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

pedestrian zone of all public sidewalks shall also be indicated.

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

- a. Continue across all driveway aprons for loading and garage entrances along all frontages of the site plan, and there shall be no barriers to impede the flow of pedestrian traffic.
- b. Not be less than six feet wide at any point.
- c. Allow encroachments by sidewalk cafes only in accordance with Condition # 67 and under the provisions of the Arlington County Streetscape Standards.
- d. Allow pinch-points only under the provisions of the Arlington County Streetscape Standards.
- e. Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval and under the provisions of the Arlington County Streetscape Standards.
- f. Not contain joints or use patterns that create gaps of ¼-in depth or greater at spacings of less than 30.”

The developer further agrees to construct the sidewalk improvements detailed below for S. Hayes Street prior to the issuance of the first Certificate of Occupancy for, any building in Phase I, for 12th Street South, constructed prior to the first Certificate of Occupancy for Building A, and for 15th Street South constructed prior to the first Certificate of Occupancy for Buildings C and D 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. Alternative trees may be used, subject to approval by the County Manager, as provided in and under the provisions of the Arlington County Streetscape Standards. 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:

12th Street South – within the limits of clearing and grading a minimum 24-foot, 6-inch wide sidewalk measured from the back of curb maintaining a 17-foot, 6-inch wide clear sidewalk, including 5 feet by 12 feet tree pits with tree grates, planted with 4 ½ inch caliper Little Leaf Linden street trees, placed 28 to 32 feet on center and a minimum of eight (8) inches back from the back of curb.

S. Fern Street – maintaining existing approximate 8-foot, wide sidewalk measured from the back of curb, and maintaining existing landscape strips of varying widths located on either side of the existing sidewalk.

15th Street South – within the limits of clearing and grading a minimum 16-foot, 6-inch wide sidewalk measured from the back of curb maintaining a 10-foot wide clear sidewalk, including 5 feet by 12 feet tree pits with tree grates, planted with 4 ½ inch caliper European Hornbeam Oak street trees, placed 28 to 32 feet on center and a minimum of eight (8) inches back from the back of curb.

S. Hayes Street – within the limits of clearing and grading a minimum 19-foot, wide sidewalk measured from the back of curb maintaining a minimum 9-foot wide clear sidewalk, including a 5 feet by 12 feet tree pits with tree grate, planted with 4 ½ inch caliper Platanus X Acerifolia street trees, placed 28 to 32 feet on center and a minimum of eight (8) inches back from the back of curb. Along the Building B site frontage the developer agrees to work with the County to develop a design for the streetscape which will enhance the multi modal characteristics of the street while providing café seating, landscaping and appropriate clear sidewalks as identified in Condition #88.

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

Water Service Requirements

23. The developer agrees that the location of the water services will be determined at the time of the review of the final engineering plan, 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.

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 Shell and Core Certificate of Occupancy. In addition, the developer agrees to furnish and install all conduit and junction boxes necessary for the lighting system. All construction shall meet Arlington County standards.

The developer agrees to purchase and install Virginia Power "Carlyle" standard street lights along all frontages of the site in accordance with adopted County Street Lighting Policy. The height of the street lights shall be 16 feet, measured from the sidewalk to the base of the luminaire. 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 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. At the time of undergrounding the utilities, the developer shall contact the Development Services Bureau, Transportation Division of the Department of Environmental Services in Arlington County and offer the County the opportunity to place fiber optic cable or conduit at the time of utility installation. All utility relocation shall be completed prior to the issuance of the Shell and Core Certificate of Occupancy.

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 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. This shall include the green screen proposed on the façade of the above grade parking garage identified as Building D on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008 as further specified in Condition #80 and the renovated façade for the existing retail fronting S. Hayes Street as shown on sheet A-121D of the architectural plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008 and further specified in Condition #83.

The developer agrees that all new 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 new 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 new retail establishment and to allow patrons and employees of the new 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 new 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 new exterior material is glass or other transparent material, the developer, or a tenant with the developer's consent, ~~a tenant~~ may apply to the County Board for a site plan amendment to grant an exception to this condition for a specified duration.

Recordation of Public Easements and Dedications

31. 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 the first Certificate of Occupancy for the building(s) or any portion thereof ~~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 Certificate of Occupancy 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, 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 50,000 square feet, the Zoning Administrator, through an administrative change approval, 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 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. 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 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. Ventilation grates may not be located within public sidewalks or streets, or within areas used as a walkway between the street curb and any building. The locations of the vaults shall be coordinated with other utility locations so as to have a minimum clearance of five (5) feet to conduits and manholes and a minimum clearance of 10 feet to water mains and sanitary sewers unless otherwise approved by the owner of that utility. The developer shall obtain approval from the County Manager on the location of all vault ventilation grates and utilities as part of the review of the final site engineering plan and the final site development and landscape plan before the issuance of the Footing to Grade Structure Permit.

Interior Trash Collection and Recycling Areas

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

Interior Loading Spaces

36. The developer agrees that all new 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 new loading dock to be used for trash removal shall have a minimum interior height clearance of 18 feet. All new loading docks shall contain roll-down doors. Use of ~~the~~ new loading dock for Building A located at the corner of S. Hayes Street and 12th Street South, for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 6:00 a.m. ~~8:00 a.m.~~ to 10:00 p.m. ~~6:00 p.m.~~, seven (7) days a week. Use of the new loading dock for Building C located at the corner of S. Hayes Street and 15th Street South, for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 6:00 a.m. to 6:00 p.m. Any new ~~The~~ loading dock doors shall also be closed when the loading docks ~~are~~ 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 the office parking garage service area located in the office building at the corner of S. Hayes Street and 12th Street South (Building A) and the structured parking garage located on 15th Street South (Building D) as shown on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008, shall be designed to allow access and use by vanpools. At least 3% ~~40%~~ 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 new parking garages 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~~ 150 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. Intentionally Omitted
~~The developer agrees to submit one (1) original and three (3) copies of a wall check survey to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #1 and #10 above. 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. The developer further agrees that, within thirty (30) days after approval of the wall check survey, to submit to the Zoning Administrator a wall check survey showing the location of the walls and the elevation of the slab, at grade.~~

Screening of Mechanical Equipment

42. Mechanical equipment for office buildings 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, stairwells and access to penthouses, and elevator equipment as required in Condition #58 below.

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.

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

Storm Sewer Improvements

48. The developer agrees to show on the final engineering plans, and to construct, new 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. New 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, new 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. New fire hydrants and fire department connections shall be installed prior to the issuance of the first Certificate of Occupancy.

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

Comprehensive Sign Plan

50. The developer agrees to develop and submit a comprehensive sign plan and that all exterior signs (including identification and directional signage) shall be consistent with the guidelines contained in "Sign Guidelines for Site Plan Buildings" and with Section 34 of the Zoning Ordinance. The Zoning Administrator shall determine whether the signs meet the standards of the guidelines and the Ordinance. No sign permits will be issued until a comprehensive sign plan is approved. The developer agrees to obtain approval from the Zoning Administrator of the comprehensive sign plan before the issuance of the first Certificate of Occupancy. All proposed rooftop signs, defined as all signs that are 35 feet or more above the ground, shall require a site plan approval or amendment and shall be presented to the Site Plan Review Committee in one (1) meeting prior to consideration by the County Board.

Retail Tenant Signs

Retail tenant signs shall be permitted for the existing retail tenants fronting S. Hayes Street and new construction on S. Hayes Street, 12th Street South and 15th Street South as follows:

- a. Final locations of all signs located in or adjacent to the public sidewalks shall be indicated on street engineering plans and are subject to approval by the Department of Environmental Services prior to issuance of all sign permits. All such signs shall be located so as not to obstruct pedestrian movement or the views of motorists.
- b. Minor modifications to signs, including changes in the information provided and changes in design and location in response to the Department of Environmental Service's review, shall be subject to review and approval by the County Manager prior to issuance of all sign permits.
- c. Retail tenant signs shall conform to either the standards of Section 34 of the Zoning Ordinance or the following criteria, and shall generally be consistent with the Comprehensive Sign Plan as reviewed and approved by the County Manager:
 1. Additional sign area shall be permitted to accommodate awnings, except any text, logo, graphic, or other image on awnings shall count toward the

total allowable sign area for that tenant. This additional sign area on awnings shall be applied only toward graphic images with abstract or stylized patterns that contain no clearly understood images or message content.

2. For building wall signs, the distribution of the sign area and the location and number of signs shall be approved as part of a unified design approach for the individual retail tenants, and shall be subject to administrative review and approval by the County Manager.
3. The colors and materials of retail tenant signs shall harmonize with and complement the exterior materials and design of the individual retail storefronts and be consistently treated so as to present a unified design approach for the individual retail unit. The colors and materials of such signs are subject to review and approval by the County Manager.
4. In order to ensure a coordinated approach to the various tenant signs and the sign designs on the building, while at the same time maintaining the individuality of each tenant and unit within the building, the developer shall submit a prototypical sign plan for each building, which plan includes sign options for the retail tenants. This plan shall be administratively reviewed and approved by the County Manager prior to the issuance of the first tenant build-out permit and any tenant sign permits for that building.
5. The types of retail signs that shall be permitted shall be consistent with the types of signs permitted by Section 34 of the Zoning Ordinance, and shall include: building wall signs; blade signs; window signs; carved, painted or sculptural signs; canopy or awning signs; logo signs; and, permanent quotes on building walls and blade signs.
6. The retail tenant signs shall be illuminated only during the hours of operation of the retail business.
7. The retail signs shall not exceed 35 feet in height on the building.

Transportation Management Plan

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

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

The Transportation Management Plan shall include a schedule and details of Implementation and continued operation of the elements in the plan. The Transportation

Management Plan shall include, but not be limited to, the following strategies:

A. Program Participation and Funding

1. Maintain an active, on-going relationship with Arlington Transportation Partners (ATP), or successor entity, at no cost to the developer, on behalf of the property owner.
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 the TMP, contribute \$16,641 per year for office building A, \$8,000 per year for office building C, for thirty (30) years, to the Arlington County Commuter Services (ACCS) to sustain direct and indirect on-site and off-site services in support of TMP activities. Payment on this commitment will begin 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 in each of the buildings.
5. Provide SmarTrip cards plus \$60.00 Metro fare media per person, for free, once per employee to each of the tenants' employees at initial occupancy, distributed no later than the employee's first day of work at the building. Applies to Buildings A, C, and D
6. Provide SmarTrip cards plus \$ 60.00 Metro fare media per person, for free, to each on-site employee of the property management company and/or building operator distributed no later than the employee's first day of work at the building. The building owner shall provide or cause the employer of building personnel to provide or administer a sustainable commute benefit program for these employees (the program shall include, at a minimum pre-tax employee contributions.) Applies to Buildings A, C, and D
7. Provide SmarTrip cards plus \$ 60.00 Metro fare media per person, for free, to

each on-site employee of each of the retail tenants at initial occupancy distributed no later than the employee's first day of work at the building , Applies to Buildings A, C, and D.

B. Physical Facilities and Improvements.

1. Comply with requirements of Site Plan conditions to provide bicycle parking/storage facilities, van access to the garage, showers and lockers, and construction worker parking. Bicycle clothing lockers will be a minimum size of 12" wide, 18" deep, 36" high and shall be available for use on an overnight basis. Applies to Buildings A, C, and D. Sixteen additional exterior (Class III) visitor spaces shall be provided.
2. During construction, maintain or coordinate relocation of existing bus stops and car-share spaces around the site, as determined by the County Manager or his designee, at the developer's cost.
3. After construction, return any relocated bus stops and car-share vehicles to their original locations or a location approved by the County Manager or his designee, at the developer's cost.
4. Bus stops, streetcar 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 streetcar stops, and shelters. The developer agrees to comply with all other requirements of Site Plan conditions related to bus stops and shelters.
5. Upon request of the County Manager or his designee, up to six (6) spaces shall be set aside in a garage at no cost for six months and then by agreement up to market rate after the six month period, for car sharing services, if the demand exists as determined by the County Manager or his designee for the spaces, and with ninety (90) days written notice given to the developer by Arlington County. Provision for the six (6) spaces shall be provided in Building D, the parking structure. Upon completion of all phases, the spaces may be provided in any building at the direction of the County. These spaces shall be located convenient to the garage entrance, available to the members of the car sharing service twenty-four hours a day, seven days a week, without restrictions, (for security reasons the garage may be gated—members of the car sharing service would have access to the spaces via a key pad combination to a pass code system, or other similar device). There shall be internal and external signage to direct people to the spaces. Until requested, the spaces may be used for any parking use. Signs will be planned and included in the comprehensive sign plan for all buildings excluding the townhouses. The car sharing spaces shall be counted towards the parking requirements of the project.

6. Comply with requirements of the site plan conditions to provide a Commuter Store on the Ground floor of Building A. Applies to Building A (corner of S. Hayes St and 12th St. S.)

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. Spaces for vanpools may be provided in Building D.
5. Oversee program to provide carpools with a parking subsidy.
 - (a) Two-person car pool will pay two thirds the single-occupant vehicle monthly parking rate
 - (b) Three-person (or more carpool) will pay one third 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.comTM under a “transportation information” heading from the developer and property manager’s websites regarding this development
2. Place a reference to the Pentagon City Metro Station in promotional materials and advertisements.
3. Provide Transportation Information Center Displays, the number, content, design,

and location of which shall be approved by ACCS / ATP, in each building to provide transportation related information and maintain a stock of information materials at all times. Applies to Buildings A, C, and D

4. Provide access to building or grounds, upon request, to allow ATP and Metropolitan Washington Council of Governments' (MWCOCG) Commuter Connections to promote group riding among tenants of the building.
5. Provide a means to call a taxi, such as an operator-provided hotline or access to a public telephone in the lobbies of the buildings. Applies to Buildings A, C, and D
6. Encourage new tenants and employers to inform all new employees of the existence of the nearby Pentagon City Metro station, and encourage all employees to use Metrorail, Metrobus, Arlington Transit, or other services through the following means:
 - (a) Distribute in a new-tenant package, materials provided by Arlington County including site-specific transit-related information and SmarTrip cards to all employees. Packages will be distributed to each of the tenants' employees no later than their first full day of work at the building.
 - (b) Provide information to tenant office and retail managers for their use as part of recruiting and employment materials regarding available commute options and assistance services.
 - (c) Distribute transit services information and promotional materials provided by Arlington County, Four (4) times per year to persons employed at or visiting the site. Information regarding transit route, schedules, fares, etc. shall be distributed to all tenant and owner employees and shall be displayed in common work areas
 - (d) Participate in Ozone Action Days and other regionally sponsored clean air and traffic mitigation promotions by posting notice of such promotions in locations within the buildings.
7. 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 Transportation Management Plan (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, at the County's option, 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.

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. Intentionally Omitted

~~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.~~

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

~~The developer agrees to submit to the Zoning Administrator a 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 ___ residential visitor parking spaces, and ___ retail tenant parking spaces, available within the residential garage. The parking management plan shall be submitted to the Zoning Administrator, and reviewed and approved by the County Manager, prior to the issuance of the first Certificate of Occupancy for the first residential building.~~

Lighting Plan for Public Areas

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

Documentation of Historical Artifacts, Features and Buildings

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

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

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

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

55. Intentionally Omitted
~~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 heights for the newly constructed buildings identified as buildings A, C, and D on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008, as measured from the average site elevation to both the building roof and to the top of the penthouse roof.

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

Obtain Master Certificate of Occupancy

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

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

County Installation of Telecommunications Transmitter and/or Receiver Equipment

58. In order to maintain the effectiveness of the County's public safety systems, the developer/applicant hereby agrees to grant to the County in perpetuity the right to install telecommunications transmitter and/or receiver equipment and conducting wire in or on the penthouse or top floor of the newly constructed buildings identified as buildings A, C, and D on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008, and antennae and traffic monitoring systems on the roof of these new proposed buildings in a

location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both upon request by the County. The developer agrees to provide, upon request by the County, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. Any radio transmitter or receiver equipment and antenna to be installed or used by others must not interfere with the emergency communication system of the County.

Structural Additions

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

Snow Removal

60. The developer or owner agrees to remove snow from all interior private 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 #84) are valid for the life of the site plan and must be met before the issuance of the permit specified in each Condition.**

Retail Elements

64. a. developer agrees to develop and implement a retail attraction and marketing plan for the approximately 33,495 square feet of new retail space located on the first floors of the office buildings identified as buildings A and C and the first floor of retail fronting the parking garage identified as Building D on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008 and residential buildings. The plan shall identify the types of retail desired, the marketing strategy to attract the, 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. 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 developer agrees that in consultation with the Department of Economic Development, the retail attraction and marking plan shall identify a marketing and outreach strategy that includes local small businesses for new retail to be located on 15th Street South. For the purposes of this condition, a "local small business" is defined as including any business entity that has a maximum of one other outlet in Arlington County (and none elsewhere) and which proposes to lease/occupy 1,500 square feet or less of ground floor retail space in the project.
- c. The new 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 15 foot floor to floor heights, as shown on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008; access to the service corridor/areas as shown on the architectural plans dated June 20, 2008; direct street frontage and access; rough-in for tenant construction 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.

Public Art Contribution

65. The developer agrees to make a contribution to the Public Art Fund in the amount of \$75,000.00 to support County public art initiatives described in the Public Art Master Plan (adopted December 2004) and the goals of the Public Art Policy (adopted September 2000). Such funds shall be earmarked for use in the Pentagon City metro

area. Such contribution shall be made to the Public Art Fund prior to issuance of the first above grade building permit. If the contribution is made more than 12 months after site plan approval, the contribution amount will be adjusted based on the percentage change in the Consumer Price Index-Urban (CPI-U) between the date of site plan approval and the first day of the month in which the contribution is made.

After-hours Parking in Office Garages

66. The developer agrees to make ~~at~~ 319 parking spaces in the new garages identified in Building A (87 spaces) at S. Hayes Street and 12th Street South and as Building D (232 spaces) located on 15th Street in the plans February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008 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 or until the close of business of retail operations, whichever is later. The developer further agrees to make ~~some~~ parking spaces on the first two (2) levels of the new garages 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 12:00 midnight or until 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 S. Hayes Street in accordance with the applicable provisions of the Zoning Ordinance, with a maximum seating area and all other applicable requirements as set forth in the Zoning Ordinance and as determined by the Zoning Administrator. A minimum of 8 feet of clear sidewalk width must be maintained along S. Hayes Street. Plans for all new outdoor cafes shall be subject to prior administrative approval by the Zoning Administrator for consistency with County ordinances, regulations and policies. Any new outdoor cafés shall be administratively reviewed one year following its approval to evaluate it after a season of operation. At that time, the Zoning Administrator may review the approval, impose conditions on the operation of the outdoor café, or revoke the prior approval.

Affordable Housing Contribution

68. The developer agrees to comply with Subsection 36.H.6.of the Zoning Ordinance, "Affordable Dwelling Units for Increased Density Within General Land Use Plan." The affordable housing plan shall be as set forth and generally defined in a letter from the applicant to Hank Leavitt dated July 16, 2008. Prior to the issuance of the first Certificate of Occupancy for each building in the project, the developer shall have submitted to and obtained from the County Manager confirmation or approval of the developer's finalized plan for meeting the requirements of the affordable housing

ordinance, and shall have executed all necessary documents to implement the approved or confirmed plan.

69. Building Security Requirements

- a. The developer agrees to coordinate with County staff on the design of exterior building security measures in order to limit or mitigate any adverse impacts that these measures may have on the project's urban design (including street and retail base) and streetscape. All exterior building security measures shall be shown on, and approved as part of, the final site development and landscape plan and the approved façade treatment plan. The base of the buildings, as shown in the drawings dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 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 along 12th Street South or S. Hayes Street, and will retain 8 parking spaces along 15th Street South. Accordingly, the developer agrees that it shall notify tenants of the aforesaid policy prior to execution of any new lease with a new tenant.

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. Intentionally Omitted.
~~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 Accredited Professional ~~certified~~ consultant as a member of the design and construction team. The LEED AP consultant shall

work with the team to incorporate sustainable design elements and innovative technologies into the project so that numerous building components ~~may~~ shall earn the developer points under the U.S. Green Building Council's system for Silver level LEED New Construction (LEED-NC) certification or higher for Building A and Silver level LEED core and Shell (LEED-CS) certification for Building C. Specifically, the developer agrees to include sustainable elements in design and construction that are sufficient to meet the requirements of all of the for seven (7) LEED-prerequisites and the minimum number of points needed to achieve Silver level certification or higher for both Building A and C, include at least "28" LEED points, including at least two (2) points from LEED Section EA.1, "Optimize Energy Performance." The developer agrees to register each project, submit documentation, and receive final LEED Silver certification from the USGBC. The number of credits and LEED version for each Final Site Plan shall be based on the most current version of the LEED rating system in effect on the day of Site Plan approval. The developer agrees to use commercially reasonable efforts to achieve additional LEED points which would qualify the building for certified levels. The County acknowledges that the parking structure (Building D) is not eligible to meet Silver level certification. In lieu of Silver LEED certification, this building should minimize the environmental impact. This shall include but is not limited to elements that reduce the heat island effect through light colored top deck finishes, incorporate recycled content, non-toxic material, energy efficient lighting that minimizes light pollution, energy efficient ventilation systems, and rainwater harvesting.

- 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 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. For both Building A and Building C, the developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form

approved by the County Attorney) in the amount of \$346,694 (\$1 per square foot for Building A) and \$166,712 (\$1 per sf for Building C), guaranteeing that, within eighteen months from the date of the issuance of the certificate of occupancy for any part of the last floor to be occupied, the developer will have received its LEED-NC and LEED-CS Silver level certifications from the United States Green Building Council. Should the developer miss up to three (3) credits (thus achieving less than LEED-CS Silver Certification), within the eighteen month period, the developer shall automatically forfeit twenty-five percent (25%) of the total financial security called for each point, 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. Should the developer miss 4 or more credits below the LEED-CS Silver level certification threshold, within the eighteen month period, the developer shall automatically forfeit 100 percent (100%) of the security, which shall be immediately paid to the County.

- d. The developer further agrees to submit, to the Department of Environmental Services (DES) and to the Zoning Office, a LEED progress report prepared by the LEED consultant and documentation upon request to substantiate the report. Such reports and documentation will be submitted prior to issuance of the following permits or certificates of occupancy for construction of the project and will summarize the efforts to date of the inclusion of the sustainable elements within the project:
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
- e. 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 LEED-CS Silver certification or higher ~~the above specified numbers of points~~ have been included in each ~~the~~ buildings.

Public Use and Access Easements

73. Intentionally Omitted.
~~The developer agrees to grant permanent public use and access easements, in a form acceptable to the County Attorney and County Manager, to the County Board of Arlington County providing for public use and access to _____, entitled "_____"~~ The final location of the easements may change with the

~~preparation of the final building plans. The developer agrees to construct and landscape these areas, as shown on plans dated _____ and made a part of the public record on _____. Final landscape design and installation shall be approved by the County Manager as part of the final site development and landscape plan. Construction and landscaping of these areas shall be completed prior to the granting of the easements. Granting of the public use and access easements shall be completed prior to the issuance of the first certificate of occupancy for the building. The easements shall be granted by deed, in form and substance acceptable to the County Manager, and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. The developer shall be responsible for maintaining these areas.~~

Refuse Delivery to County Disposal Facility

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 in the newly constructed office building garage identified as Building A and the newly constructed above grade parking garage identified as Building D on the plans dated

February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008 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. Intentionally Omitted.

~~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 newly constructed buildings identified as Buildings A and C on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008. 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.

79. **ADA Power Door Openers**

In addition to the regulations and requirements established with ADA Federal law, the developer agrees to install an electric eye or a power door opener for the main pedestrian entrances to the office buildings. In addition, at the secure interior doors, the developer agrees that call boxes, if used, shall be mounted and measured at the lowest given height under the ADA with hands-free remote capability.

Green Screen Façade

80. The developer agrees that the above grade parking garage located on 15th Street South and identified as Building D shall have a "green screen façade" on all elevations as shown on Sheet A-122 of the architectural plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008. The developer further agrees that the green screen façade including specification of the selection of plant species, watering sources, and mounting shall be shown on the façade in the Final Landscape Plan, and an irrigation plan shall be included with the Final Landscape Plan submitted consistent with Condition #15. The developer further agrees that the green screen shall be designed, constructed and planted to specification as

detailed on the aforementioned plans, and shall also include installation of graphic imaging screens. The developer agrees to take full responsibility for the maintenance and upkeep required for the green screen, including the graphic imaging screens. If after 5 years from construction and initial planting of the green screen the County Manager finds that the screen is neither viable nor plantings thriving such that maturity would be reached as shown on the drawings, then, upon notification by the County Manager, the developer agrees to present alternative design treatments for the façade. The developer agrees to coordinate with the County Manager on an alternative treatment for the façade, which shall be presented to the Site Plan Review Committee prior to approval by the County Board upon request of a site plan amendment. The developer agrees that the green screen or any redesign of the façade that shall incorporate green building, shall be maintained until such time as the above grade parking garage is adapted for residential use in Phase III of the PDSP. This shall include replacing the west façade of the building with a green screen in Phase II of the PDSP when the garage is modified as specified in Condition #81 below and Condition #38 of the PDSP.

The graphic imaging screens shall not contain text, moving images, or emit light. Any graphic imaging screen that contains text, projects a moving images, or emits light, shall be considered a sign, and shall require a site plan amendment and be approved as part of the Comprehensive Sign Plan referenced in Condition #50.

Above Grade Parking Structure

81. Prior to issuance of any above grade building permit, the developer agrees to show in approved final engineering plans and construction drawings for the above grade parking structure to be located on 15th Street South and identified as Building D on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008, how the parking structure can be structurally modified in subsequent phases of development to allow for the construction of a minimum 65-foot wide (from building face to building face) street adjacent to the building as shown on the Plans for the Phased Development Site Plan dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised June 25, 2007, Revised May 12, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008. The developer agrees that the building shall be inspected for construction to this specification prior to issuance of the first Certificate of Occupancy for any building.

Plan to Mitigate Light and Noise from the Above Grade Parking Structure

82. The developer agrees to develop a plan to screen light and mitigate noise from within the above grade parking structure on 15th Street South identified as Building D on the plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008. The plan shall detail measures to be implemented to minimize any impact of light and noise from the garage on the residents of the low-rise residential development located to the south of the garage across 15th Street South, and shall include but not be limited to orienting lights so that the light

sources are not directly visible from the exterior of the structure and reducing or eliminating glare to the adjacent buildings. The developer agrees to obtain approval of the County Manager of these plans/designs prior to the issuance of a Clearing and Grading permit.

Facade Renovation of Existing Retail and Restaurant Uses Fronting S. Hayes Street

83. The developer agrees to renovate the facades of the existing retail and restaurant uses fronting S. Hayes Street, identified as Building B with the same materials and design features as shown on Sheet A-121D of the Architectural Plans dated February 22, 2007, Revised April 26, 2007, Revised June 1, 2007, Revised July 13, 2007, Revised August 3, 2007, Revised June 23, 2008 and Revised June 27, 2008 and approved by the County Board on July 21, 2008.

Community Benefits

84. The developer agrees to provide community benefits associated with this Final Site Plan, Phase I of the PDSP as outlined in the attached letter to Hank Leavitt from Martin D. (Art) Walsh dated July 16, 2008.

Interim Parking Plan for Existing Retail and Costco Customers During Construction of the Above Grade Parking Garage

85. The developer agrees to develop and implement an interim parking plan which shall identify how temporary parking will be provided for existing retail and Costco customers during construction of the above grade parking garage (Building D) located on 15th Street South. Such plan shall be submitted to, and approved by the County Manager as part of the Plan for Temporary Circulation During Construction as identified in Condition #6.

Improvements to the Southeast Corner of the Site at the Intersection of 15th Street South and S. Fern Street

86. The developer agrees to work with staff to develop and implement a plan to improve the southeast corner of the site at the intersection of S. Fern Street and 15th Street South prior to occupancy of Building C to provide in the streetscape an entranceway landscape feature. Such plan shall include a site identifier such as a decorative wayfinding or directional sign and landscaping features. Any sign would be consistent with Condition #50 and be included as part of the Comprehensive Sign Plan.

Contribution for Community Amenities

87. The developer agrees to make a \$500,000 contribution to be allocated by the County Manager for use for construction of a water park at the adjacent Virginia Highlands Park, subsidies to reduce the rent for an Urgent Care Facility, contributions toward WMATA Pentagon City Metro Plaza improvements, and/or provision of new bus shelters. The developer agrees that the first contribution of \$200,000 would be made prior to the first Certificate of Occupancy for the office building C at the corner of 15th and S. Hayes and the remaining \$300,000 would be contributed prior to the first Certificate of Occupancy for the office building A at the corner of 12th and S. Hayes.

S. Hayes Street Streetscape Design and Improvements

88. The developer agrees to work with the County to redesign the existing 34-foot wide S. Hayes Street streetscape south of the Metro Plaza between 12th Street South and 15th Street South to Arlington County Standards. The S. Hayes Street streetscape design shall be completed no later than November 1, 2008 and included in the Final Engineering

Plans identified in Condition #18. The developer further agrees in addition to the construction of the streetscape identified in the Final Engineering Plans to also reconstruct the curb along the site's S. Hayes Street frontage to provide up to three (3) new saw-tooth bus bays as determined by Arlington County. The developer agrees to complete construction of the South Hayes Street improvements prior to the issuance of the first Certificate of Occupancy of Building A.

Pentagon Center Commuter Store

80. Prior to the issuance of any certificate of occupancy for any portion of the properties included in this site plan, the Developer shall execute, deliver to the County Manager, and obtain the approval of the County Board of Arlington County, Virginia (the "County Board" or the "County"), of a Lease Agreement (the "Lease"), using the County's standard lease form. The County's rights under the Lease shall be conditioned upon the completion of construction and the issuance of a certificate of occupancy for the Phase I improvements. All terms of the Lease shall be acceptable to the County Manager, the County Attorney, and the County Board.

The terms of the Lease shall include, at a minimum, the following:

- A. Demised Premises: Approximately 1,200 rentable square feet of net rentable ground floor retail space (the "Demised Premises") in Building A, as said Building A is shown on the plans dated February 22, 2007, revised April 26, 2007, revised June 1, 2007, revised July 13, 2007, revised August 2, 2007, revised June 23, 2008, revised June 27, 2008 (the "Building"). The Demised Premises shall be located along the main interior walkway into Pentagon Centre Shops, and shall be situated approximately 200 feet from the Pentagon City Metro Station escalators (located on the corner of South Hayes Street and 12th Street South). The interior entrance of the storefront shall be not less than 15 feet wide. The Demised Premises shall also have an entrance at the rear of the Demised Premises. This rear entrance shall lead to a corridor within the Building, which corridor shall not be less than 5 feet wide, to an entrance/exit door leading directly to the 12th Street South sidewalk.
- B. Initial Lease Term: Ten (10) years commencing upon the occupancy of the Demised Premises by the County ("Initial Term"), which date of commencement shall be conclusively memorialized in a Statement of Lease Commencement executed by both the Landlord and the County, the form of which Statement of Lease Commencement shall be attached as an exhibit to the Lease.
- C. Renewal Term: Provided the County gives written notice to the Landlord not later than twelve (12) months prior to the expiration of the Initial Term, the County shall have the right, but not the obligation, to renew the Lease for one (1) additional ten (10) year term (the "Renewal Term") under the same terms and conditions as the Initial Term, except Base Rent and Additional Rent as hereinafter described.

- D. Base Rent and Abatement: The base rent for the entire Initial Term of the Lease shall be abated in full. The base rent for the Renewal Term (to the extent exercised) shall be fifty percent (50%) of the then prevailing fair market value rental rate (the “FMV Rental Rate”). The FMV Rental Rate shall be agreed to by the Landlord and the County. In the event the parties are unable to agree on the FMV Rental Rate within thirty (30) days of Landlord’s receipt of County’s notice to exercise County’s option to renew, the FMV Rental Rate shall be determined by a commercial real estate broker selected by the County. Such broker shall have a minimum of ten (10) years of retail commercial real estate leasing experience in Arlington, Virginia.
- E. Pass Throughs: The County shall pay any pass throughs for any real estate taxes or Operating Expenses (as hereinafter defined). The term “Operating Expenses” shall contain carveouts for those services of the building not used by the County, including its programs, subtenants, assignees, licensees, or invitees (including, by way of example and not limitation, elevator and escalator maintenance costs). Operating Expenses shall also exclude, among other things: 1) debt service; 2) costs of improvements of common areas; 3) costs to work on space leased to other tenants/occupants; 4) costs of capital improvements, alterations or building systems replacements; 5) costs of casualty repairs; 6) costs of any additions to the Building; an 7) costs and expenses solely associated with space leased to other tenants/occupants. Such proportionate share of real estate taxes and operating expenses shall be determined by dividing the gross square footage of the Demised Premises by the total gross square footage of the entire Building.
- F. County Improvements: The County shall, at its own cost and expense, pay for and perform any and all County improvements in the Demised Premises. The County improvements shall be made by County in accordance with plans and specifications provided by the County. The plans and specifications for all planned County improvements shall be subject to the review and approval of the Landlord, which review and approval shall not be unreasonably withheld, conditioned, or delayed. If the Landlord fails to reasonably approve or disapprove (and provide comments to) the County’s plans and specifications within sixty (60) days of receipt thereof, the Landlord shall be automatically deemed to have approved the plans and specifications submitted to the Landlord by the County.

Landlord shall ensure that all necessary utilities, including electricity, water, sewer, heating, ventilation, and air conditioning, telephone lines, cable lines/fiber optic cable, are brought to the Demised Premises and are accessible from within the Demised Premises. All such utility “stub-ins” shall be in the locations designated by the County. The Landlord shall install all fire suppression components/fire sprinklers, fire detection, and fire alarms in the Demised Premises. Upon the expiration or termination of the Lease, the County shall not be obligated to remove any County improvements in the Demised Premises, and

shall not be required to restore the Demised Premises to its condition prior to the beginning of the Initial Term, except that the County shall restore any slab cuts and other structural changes.

- G. Landlord shall ensure that the building is free of all hazardous materials, and that all electrical, mechanical, utilities, transportation, and life safety systems are in working condition prior to the beginning of the Initial Term.
- H. Use: The County shall be permitted to use the Demised Premises for all uses permitted under applicable codes, laws, ordinances, and regulations.
- I. ADA: The Landlord shall provide barrier free accessibility to the common areas of the Building and to the Demised Premises, and adhere to the requirements of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (“ADAAG”), per American National Standard Institute (“ANSI”) standards, on an ongoing basis as Building modifications are undertaken. The Landlord shall represent and warrant that the Building common areas and the Demised Premises comply with the ADAAG, per ANSI standards.
- J. Signage: The County shall have the right to install, at the County’s sole cost and expense, interior signage within the Demised Premises and on or adjacent to the retail front of the Demised Premises. The county shall also have the right to install way-finding signage within the common areas of the Building, in the locations determined by the Landlord, subject to reasonable review and approval of the County. The County shall also have the right to install, at the County’s sole cost and expense exterior signage, in the locations and dimensions consistent with the Comprehensive Sign Plan. The Landlord, at the Landlord’s sole cost and expense, shall cause the County program(s), and/or the County’s subtenants, assigns, or licensees, occupying the space, to be included in all Building directories and information signs/kiosks (including ongoing updates for any future changes in occupancy/County program) in the same style and manner that all other Building tenants appear and are identified.
- K. Security Deposit: None.
- L. Building Security: The Landlord shall provide first class Building perimeter security equipment procedures and systems.
- M. Default. A default of this Lease by the Landlord shall constitute a violation of this Condition of the site plan. In addition, the County also shall be entitled to exercise all remedies available under law to recover all other damages it may be entitled to as a result of the Landlord’s default.

- N. Special County Provisions: The Lease shall include (by way of example and not limitation) special provisions applicable to the County's status as a County government addressing the following issues:
- (1) Appropriation of Funds: All obligations under the Lease shall be fully subject to the appropriation of funds by the County Board for the specific purpose of satisfying the payment obligations and other lease obligations of the County at tenant. A termination of the Lease as a result of a non-appropriation of funds by the County Board shall not result in the Landlord being held in violation of this site plan condition.
 - (2) Indemnification and Hold Harmless: The Lease shall not contain any provisions by which the County, explicitly or implicitly, agrees to indemnify or hold harmless the Landlord or any third party or parties from liability of whatever nature.
 - (3) No Rights in Third Parties: The Lease shall not create in the public, or in any person or entity other than those signing the Lease, any rights as a third party beneficiary.
 - (4) No Waiver: No waiver by the Landlord or the County of any breach of any covenant, condition or agreement specified in the Lease shall operate as an invalidation or as a continual waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof.
 - (5) Operating Expenses: The term "Operating Expenses" shall mean all operating expenses of any kind or nature which are necessary, ordinary or customarily incurred in connection with the operation, maintenance or repair of the Building as determined by Landlord.
 - (a) Operating Expenses shall include, but not be limited to:
 - (i) costs of supplies, including, but not limited to, the cost of relamping all Building standard lighting as the same may be required from time to time;
 - (ii) costs incurred in connection with obtaining and providing energy for the Building, including, but not limited to, costs of propane, butane, natural gas, steam, electricity, solar energy and fuel oils, coal or any other energy sources;
 - (iii) costs of water and sanitary and storm drainage services;
 - (iv) costs of janitorial and security services;
 - (v) costs of general maintenance and repairs, including costs

under HVAC and other mechanical maintenance contracts and maintenance, repairs and replacement of equipment and tools used in connection with operating the Building;

- (vi) costs of maintenance and replacement of landscaping;
- (vii) insurance premiums, including fire and all-risk coverage, together with loss of rent endorsements, the part of any claim required to be paid under the deductible portion of any insurance policies carried by Landlord in connection with the Building (where Landlord is unable to obtain insurance without such deductible from a major insurance carrier at reasonable rates), public liability insurance and any other insurance carried by Landlord on the Building, or any component parts thereof (all such insurance shall be in such amounts as may be required by any holder of a Mortgage or as Landlord may reasonably determine);
- (viii) labor costs of persons engaged in the management of the Building, including wages and other payments, costs to Landlord of worker's compensation and disability insurance, payroll taxes, welfare fringe benefits, and all legal fees and other costs or expenses incurred in resolving any labor dispute (to the extent that persons are engaged with respect to more than one building, wages and salaries relating to such persons shall be equitably apportioned between all such buildings based upon Landlord's reasonable estimate of the time spent by each such person on each building relative to their total time on all buildings);
- (ix) professional building management fees (which shall not exceed market rates for comparable fees in similar buildings in the Arlington, Virginia area) required for management of the Building;
- (x) legal, accounting, inspection, and other consultation fees (including, without limitation, fees charged by consultants retained by Landlord for services that are designed to produce a reduction in Operating Expenses or to reasonably improve the operation, maintenance or state of repair of the Building) incurred in the ordinary course of operating the Building or in connection with making the computations required hereunder or in any audit of operations of the Building;
- (xi) the costs of capital improvements or structural repairs or

replacements made in or to the Building in order to conform to changes, subsequent to the date of this Lease, in any applicable laws, ordinances, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction over the Building (herein "Required Capital Improvements") or the costs incurred by Landlord to install a new or replacement capital item for the purpose of reducing Operating Expenses (herein "Cost Savings Improvements"). The expenditures for Required Capital Improvements and Cost Savings Improvements shall be amortized over the useful life of such capital improvement or structural repair or replacement (as determined by Landlord). All costs so amortized shall bear interest on the amortized balance at the rate of twelve percent (12%) per annum or such higher rate as may have been paid by Landlord on funds borrowed for the purpose of constructing these capital improvements.

(b) Operating Expenses shall not include the following:

- (i) debt service, including interest, financing costs and amortization of mortgages, late fees or interest on overdue payments;
- (ii) painting or decorating other than in common or public areas of the Building, parking garage or parking areas;
- (iii) any tenant work performed to or alteration of space leased to tenants or occupants of the Building whether such work or alteration is performed for the initial occupancy by such tenant or occupant or thereafter;
- (iv) with the exception of Required Capital Improvements and Cost Savings Improvements, the cost of alterations, capital improvements and replacements which under generally-accepted accounting principles are properly classified as capital expenditures;
- (v) any cash or other consideration paid by Landlord on account of, with respect to, or in lieu of tenant work or alterations described in clause (iii) above;
- (vi) ground rent;
- (vii) depreciation or amortization, except as set forth above;

- (viii) repairs or replacements (a) necessitated by the negligence or willful misconduct of Landlord or its employees or agents, (b) required to cure violations (as opposed to compliance) of governmental laws, ordinances, rules and regulations applicable to the Building as of the Commencement Date or (c) necessitated by design flaws, construction defects, and/or structural defects in the Building or any Building system;
- (ix) costs of enforcement of leases and reserves for bad debts;
- (x) salaries, commissions, fringe benefits and other compensation paid to officers or executives of Landlord or Landlord's property management company (but it is understood that the manager and other employees below the grade of building manager may carry a title such as vice president and the salaries and related benefits of these officer/employees of Landlord would be allowable Operating Expenses);
- (xi) leasing commissions, advertising and promotional expenses and any other comparable expenses directly related to leasing or procuring tenants or negotiating with prospective tenants;
- (xii) legal fees, accounting fees and other professional and consulting fees (a) incurred in procuring tenants for the Building (including, without limitation, fees incurred in connection with (i) failed negotiations with prospective tenants in the Building, and (ii) the design and construction of tenant improvements for any other tenant or prospective tenant in the Building), (b) incurred in connection with Landlord's negligence or willful misconduct or non-compliance with any mortgage, deed of trust or ground lease relating to the Property, (c) relating to enforcing any leases or any landlord/tenant proceeding, (d) relating to the defense of Landlord's title to, or interest in, the Property, (e) relating to the refinancing or sale of the Property or any interest therein or sale of any interest in Landlord; or (f) relating to the internal affairs of the ownership entity or entities constituting Landlord;
- (xiii) the cost of repairs incurred by reasons of fire or other casualty or condemnation to the extent of any insurance

proceeds received by Landlord;

- (xiv) any cost representing an amount paid for services or materials to a person, firm or entity to the extent that such costs exceed the reasonable and customary charges for services to comparable buildings in the Arlington, Virginia area;
- (xv) all expenses for which Landlord has received reimbursement (such as from insurance and from other tenants of the Building);
- (xvi) income or franchise taxes or such other taxes imposed upon or measured by Landlord's net income;
- (xvii) costs allocable to properties other than the Building;
- (xviii) direct and indirect costs incurred to clean up, contain, abate, remove, or otherwise remedy asbestos or Hazardous Materials from the Building unless the wastes were in or on the Premises or the Building because of Tenant's acts or those of its agents, invitees, or subtenants;
- (xix) the cost of performing special services or installations to or for tenants or occupants to the extent such service exceeds that provided by Landlord to Tenant without charge hereunder;
- (xx) electricity costs or overtime HVAC costs, if charged separately to any other tenants in the Building;
- (xxi) recordation and transfer taxes and transfer gain taxes, including, without limitation, any such taxes incurred if this Lease is recorded by Landlord;
- (xxii) the cost of any additions to the Building;
- (xxiii) the cost of artwork;
- (xxiv) costs or payments associated with Landlord's obtaining air rights or development rights; and
- (xxv) rentals and other related expenses incurred in leasing air-conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature subject to

Landlord's right to include any of such items as an Operating Expense under Section K, 1.11 above, or as an Operating Expense if such item has been leased by Landlord on a temporary basis and is therefore not considered to be of a capital nature.

- (6) Ratification of Lease by the County Board: The Lease shall not become effective unless and until the County Board approves the Lease as provided therein. If the Lease is not approved by the County Board, then no liability whatsoever shall accrue and the Landlord and the County shall have no obligation whatsoever to each other under the terms of the Lease (although the Landlord may still be in violation of the applicable zoning ordinance/site plan).
 - (7) Recordation: The Landlord shall execute a memorandum of lease, which the County shall be entitled to record among the land records of Arlington County, Virginia, at the County's sole expense.
 - (8) Role of the County/County Decisions: The County will enter into the Lease in its role as a tenant and not as a governmental authority. The County's execution of the Lease shall not constitute the granting of governmental approval or consent required to be obtained by the Landlord. Nothing in the Lease shall be construed to waive any of the County's powers, rights or obligations as a governing authority or local governmental body, including, but not limited to, its police powers.
 - (9) Sovereign Immunity: Nothing in the Lease nor any action taken by County pursuant to the Lease nor any documents which arise out of the Lease shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County, or of its elected and appointed officials, officers and employees.
- O. For the purposes of such Lease, the term "County" shall be construed to include sublessees, assigns, and licensees, except to the extent such term applies to the County as a Virginia local government.
- P. Effective Date. The Lease shall be subject to: acceptability to the County Manager; approval as to form by the County Attorney; and approval by the County Board. Such Lease shall not be effective until it is approved by the County Board and executed on its behalf.

PREVIOUS COUNTY BOARD ACTIONS:

August 12, 1961

The site is shown as “Industrial” on the General Land Use Plan.

April 22, 1975

GLUP Legend change: “Industrial” is changed to “Service Industry” and the site is shown as “Service Industry” (Wholesale, storage and light manufacturing uses, including those relating to building construction activity).

**Attachment A:
Pentagon Centre Site Development Potential**

	“M-1” By-Right	“C-O-2.5” (By Site Plan)	Pentagon Centre PDSP	Final Site Plan Proposal
Permitted Uses	Light Industrial, Limited Industrial, Service Commercial – Community Business Districts, Local Commercial, Restricted Local Commercial	Office, Commercial/Retail & Services, Hotels, Apartment	Office, Commercial/Retail, Apartment & Hotel	Office, Commercial/Retail, Apartment & Hotel
Density FAR Site Area: 731,873 sq ft (16.80 acres)	1.5 FAR • 1,097,809.5 sq ft	2.5 FAR • 1,829,682.5 sq ft Office/Commercial/Institutional • Apartments: 115 DU/Acre • Hotel: 180 Units/Acre	2.5 FAR • 1,829,457 sq ft - Office: 776,982 sq ft - Commercial: 327,070 sq ft - Apartments: 115 units/Acre - Hotel: 174 Units/Acre	1.2 FAR • 848,706 sq ft - Office: 489,911 sq ft - Commercial: 358,795 sq ft
Height	75 feet (Max)	<ul style="list-style-type: none"> • Office Building <ul style="list-style-type: none"> - 12 Stories (Max) • Apartment/Hotel Building <ul style="list-style-type: none"> - 16 Stories (Max) 	<ul style="list-style-type: none"> • Office Buildings: <ul style="list-style-type: none"> - 20 Stories (Bldg A) - 8 Stories (Bldg C) - 14 Stories (Bldg E) • Apartment/Hotel Buildings <ul style="list-style-type: none"> - 5 Stories (Bldg B) - 7 Stories (Bldg D) - 12 Stories (Bldg F) - 6 Stories (Bldg G) - 11 Stories (Bldg H) 	<ul style="list-style-type: none"> • Office Buildings: <ul style="list-style-type: none"> - 20 Stories (Bldg A) - 8 Stories (Bldg C) • Other <ul style="list-style-type: none"> - 3 Stories (Bldg B - Retail) - 7 Stories (Bldg D - Parking)
Parking	Section 33 ⁴ Approx. 1 space per 250 square feet of first floor area and 1 space per 300 square feet for remaining floor area	<ul style="list-style-type: none"> • Office & Retail <ul style="list-style-type: none"> - 1:580 sq ft of Office and Retail GFA • Residential <ul style="list-style-type: none"> - 1.125 per residential unit & 1 per unit 200+ units; • Hotel <ul style="list-style-type: none"> - Seven-tenths (.7) space for each guest room 	<ul style="list-style-type: none"> • Office/Retail (1,904 Spaces) <ul style="list-style-type: none"> - 1:580 sq ft <p align="center"><i>Office: 1,340 spaces 1:580 sq ft (max)</i></p> <p align="center"><i>Retail: 564 spaces 1:580 sq ft</i></p> • Residential (600 Spaces) <ul style="list-style-type: none"> - 1 Space Per DU • Hotel (175 Spaces) <ul style="list-style-type: none"> - 0.7 Space Per Room 	<ul style="list-style-type: none"> • Office/Retail (1,872 Spaces) <ul style="list-style-type: none"> - 1:453 sq ft <p align="center"><i>Office: 691 spaces 1:710 sq ft</i></p> <p align="center"><i>New Retail: 36 spaces 1:580 sq ft</i></p> <p align="center"><i>Existing Retail: 1,145 Spaces 1:280 sq ft</i></p>

⁴ *To encourage and promote pedestrian-related commercial activity in Metro Station area, no parking shall be required for restaurants based on hours of operation, retail and service commercial uses with some exceptions and grocery stores with condition, where the major portion of the use is located within 1,000 feet of a Metrorail Station entrance.