



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of December 14, 2019

DATE: December 12, 2019

SUBJECTS:

- A. Z-2615-19-1 REZONING from RA6-15, Multiple Family Dwelling District to C-O-Crystal City, Mixed Use Crystal City District; for the parcel of real property known as 1900 S. Eads Street (RPC# 36-018-014).
- B. SP #13 SITE PLAN AMENDMENT to remove the parcel of real property known as 1900 S. Eads Street (RPC# 36-018-014) from the subject site plan site area; located at 1900 and 1600 S. Eads Street, 590 15th Street S. (RPC#35-011-009; -010; -011 and 36-018-014).
- C. SP #451 SITE PLAN to redevelop the site with four (4) new multifamily residential buildings and three (3) new sticks of townhouse-style multifamily units for a total of 819 new units and 1,647 total on-site units and approximately 800 sf of retail, with modification of zoning standards for residential parking ratio, surface parking, above-grade structured parking, and all other modifications necessary to achieve the proposed development; located at 1900 S. Eads Street (RPC# 36-018-014).

Applicant:

Crystal Houses Apartment Investors, LLC
c/o Roseland Residential, L.P.
1900 S. Eads Street
Arlington, Virginia 22202

By:

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Walsh, Colucci, Lubeley, & Walsh P.C.

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County Attorney:

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Staff: Matthew W. Pfeiffer, DCPHD, Planning Division
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C.M. RECOMMENDATIONS:

1. Adopt the attached ordinance to approve the subject rezoning from RA6-15 to C-O-Crystal City.
2. Adopt the attached ordinance to approve a site plan amendment to SP #13 to remove the site area (1900 N. Eads Street, RPC# 36-018-014) from SP #13, subject to all previously approved conditions.
3. Adopt the attached ordinance to approve a new site plan for four (4) new multifamily buildings and three (3) sticks of townhouse-style multifamily units totaling 819 units and the retention of two existing buildings for a total of 1,647 total units within the development, with modifications of zoning ordinance standards for residential parking ratio, surface parking, above grade structured parking, and all other modifications necessary to achieve the proposed development plan, subject to the conditions of the ordinance.

ISSUES: This is a request for a rezoning to C-O-Crystal City (C-O-CC), a site plan amendment to SP #13, and a new site plan for the proposed Crystal Houses development in Crystal City. Restaurant Row (23rd Street South) tenants and property owners have expressed concern about a portion of the redevelopment project which consists of an existing 95-space surface parking lot containing parking available to the public. In addition, Restaurant Row tenants and property owners have expressed concern about the redevelopment and reconfiguration of an existing service alley located on the applicant's property currently used by Restaurant Row tenants. Finally, Restaurant Row tenants and property owners have expressed concern about the programming of the corner park as an urban orchard due to concerns about rodents and other pests. Also, Site Plan Review Committee (SPRC) participants expressed concern about the number and design of surface parking spaces proposed for the site.

SUMMARY: This is a request for a rezoning, minor site plan amendment, and new site plan for the Crystal Houses development in Crystal City. The applicant is proposing to remove the subject site area (RPC# 36-018-014) from SP #13, and to rezone the entire parcel (including the portion of the parcel located on the Restaurant Row block) to C-O-Crystal City (C-O-CC). The subject rezoning is consistent with the General Land Use Plan (GLUP) designation for sites located within the Crystal City Coordinated Redevelopment District. The proposed new site plan includes four (4) new multifamily residential buildings and three (3) sticks of townhouse-style multifamily units, as well as two (2) new public open spaces. There are two (2) existing residential towers that will remain on site; the applicant is proposing 819 new residential units which will bring the total number of units on site to 1,647 units. Also proposed are two (2) vacations of existing sanitary and storm easements, which are the subject of separate reports.

The applicant's proposal is consistent with the recommendations of the Crystal City Sector Plan (CCSP). The proposed new buildings are consistent with the locations provided for in the sector

plan's Illustrative Plan, and the applicant is providing more public park space than is recommended by the sector plan. Also provided is a public pedestrian pathway through the block which will be lined with trees to the extent possible. The applicant's proposal will result in a block with more defined edges and buildings that frame the public streets and open spaces, which will result in increased walkability and enhancement of the urban fabric in the vicinity. In addition, the applicant's proposal is compliant with sector plan recommendations for building height, form, and design, providing a careful and deliberate taper in height and scale westward towards the existing single-family neighborhoods in Aurora Highlands. The proposed new buildings and streetscapes are designed to address scale and walkability and are a significant enhancement over the existing conditions at the site.

The applicant is requesting 25.2 units per acre in additional density above the base, which equates to 428 additional units. The applicant is justifying that additional density by implementing sector plan recommendations for the site and by providing an extraordinary affordable housing contribution to the County. In addition to standard site plan mitigations, the applicant is implementing sector plan recommendations by providing: two (2) new public parks on site, a public tree-lined pedestrian pathway through the block and constructing a protected bike lane on the South Eads Street frontage of the block. The applicant has also agreed to convey the Crystal House 5 site, as proposed with this site plan but not built, to the County for the purposes of implementing affordable housing and public parking goals. Crystal House 5 is proposed to contain 81 residential units and 119 parking spaces. Finally, the applicant has agreed to construct a protected bike lane off site on the South Eads Street frontage of the block between 18th Street South and 15th Street South. Staff finds that the proposal is consistent with the recommendations of the CCSP, is providing the necessary features and amenities provided for in the sector plan and is appropriately ameliorating the impacts of the requested additional density.

The applicant requests modifications of zoning ordinance standards for residential parking ratio and above-grade parking on site. The residential parking ratio being provided is 0.7 spaces per unit, which is consistent with County guidelines for parking within proximity to Metrorail stations. The applicant is proposing 62 surface parking spaces on site, which are located either between buildings or along internal driveways. The sector plan generally discourages surface parking to the extent that it detracts from urban design; in this case, the surface parking will not be visible from public streets and open spaces and will not detract from the site's urban design. Therefore, staff finds that the proposed modifications are appropriate as they meet site constraints of the site plan that seek to provide new housing opportunities on surface parking lots surrounding existing buildings and these parking spaces will not, in staff's opinion, result in adverse impacts to surrounding neighborhoods or streets.

The subject site plan was reviewed at four (4) Site Plan Review Committee meetings. One of the major concerns expressed at the final meeting was the redevelopment of the surface parking lot on the Crystal House 5 site and the impact the removal of this existing commercial parking lot that provides public parking accommodations will have on Restaurant Row businesses. Staff is recommending a condition that would require a minimum of 35 public parking spaces to be provided at the Crystal House 5 site. In addition, as the Crystal House 5 site will be conveyed to the County, staff will conduct a study post-approval of parking resources in the vicinity and will have the option to right-size the number of spaces provided on site.

Staff finds that the applicant's proposed rezoning, site plan amendment, and new site plan:

- A. Substantially complies with the character of the GLUP and the Crystal City Sector Plan, and with the C-O-CC District; and
- B. Functionally relates to surrounding structures and streets, and is not injurious to property improvements in the neighborhood; and
- C. Is so designed and located that the public health, safety, and welfare are promoted and protected.

BACKGROUND: The applicant, Roseland Residential, seeks a rezoning of the site from RA6-15 to C-O-Crystal City, a site plan amendment to SP #13 to remove the subject site area from that site plan, and a new site plan to develop the subject site with infill residential development in conformance with the Crystal City Sector Plan, and several vacations of various existing sanitary and storm sewer easements. The vacations are the subject of a separate staff report.

The following provides additional information about the site and location:

Site: The site is located at 1900 South Eads Street on two blocks (referred to as the Crystal Houses block and the Restaurant Row blocks, respectively). The Crystal Houses block is bounded by 18th Street South to the north, South Eads Street to the east, 22nd Street South to the south, and South Fern Street to the west; the Restaurant Row block is bound by 22nd Street South to the north, South Eads Street to the east, 23rd Street South to the south, and South Fern Street to the north.

To the north: 18th Street South and Crystal Towers block including the Crystal Towers site plan (SP #13), zoned RA4.8, and the 1720 S. Eads Street site plan (SP #424) zoned C-O-Crystal City

To the east: South Eads Street and the Westin Hotel (SP #78), zoned RA-H-3.2, the 1915 S. Eads Street office building, zoned C-2, and the Hampton Inn Suites hotel, zoned RA-H-3.2

To the west: South Fern Street, and the Aurora Highlands Neighborhood, zoned R-5

To the south: Restaurant Row businesses, zoned C-2

Zoning: The subject site is zoned [RA6-15, Multiple-Family Dwelling District](#)

General Land Use Plan Designation: The site is designated on the GLUP as [“Medium” Residential \(37 – 72 du/ac.\)](#), and [“Service Commercial.”](#) The site is within the boundaries of the Crystal City Coordinated Redevelopment District subject to Note 1.

Neighborhood: The site is located within the Aurora Highlands Civic Association and is adjacent to the Crystal City Civic Association.

Crystal Houses
1900 S. Eads Street

Source: AC Staff maps 2017 Aerial Imagery

Site History: Site Plan #13 includes the Crystal Towers block (with the exception of the former post office site), and the Crystal Houses block. The existing Crystal Houses buildings were developed by-right in 1961. Site Plan #13 was approved by the County Board on March 4, 1965 and included only the Crystal Towers block.

In 2006, the County Board approved a site plan amendment to SP #13 to add the Crystal House development to the Crystal Towers site plan, and shifted the available density from the Towers site to the Houses site to permit construction of 247 dwelling units in two (2), four story buildings: one (1) building at the southwest corner of 18th Street South and South Eads Street and the other at the northwest corner of 22nd Street South and South Eads Street. This site plan was never constructed. In 2017, The County Board approved a site plan amendment that superseded the 2006 approval. This approval included only one (1) new infill building (Crystal House 3), which included 252 units. The applicant retained the existing RA6-15 zoning.

If approved, the subject rezoning, site plan amendment, and new site plan will supersede the 2017 site plan approval for redevelopment of the site.

Existing Conditions: The subject site is 738,319 sf (16.95 ac) in size and includes the entirety of RPC #036-018-014, which includes the Crystal Houses block and a small portion of the Restaurant Row block closest to the corner of South Eads Street and 22nd Street South that is used for surface parking. This area was not incorporated into SP #13 but is now being requested by the applicant to be incorporated into the new site plan.

Figure 2: Photographs of Existing Conditions at Crystal House Site:



Source: Arlington County Staff 2019

Proposed Site Plan Amendment: The applicant proposes removing the subject site area from SP #13. The graphic below shows the extent of the existing site plan site area and the area to be removed.

Figure 3: Site Plan Amendment:



Proposed Rezoning: The applicant is proposing to rezone the site from RA6-15 to C-O-Crystal City. The site is located within the boundaries of the “Crystal City Coordinated Redevelopment District” subject to Note 1 on the GLUP and is thus eligible for rezoning to C-O-Crystal City.

Figure 4: Development Potential

RPC# 36-018-014		
Site Area: 16.95 ac.	Density Allowed/Typical Use	Maximum Development
RA6-15 (By-Right)	Multifamily 48.4 units / acre	820 units total (-8 new units)
RA6-15 (SP #13 -- APPROVED)	Multifamily (with approved reallocation of density from Crystal Towers Block) 71.66 units / acre	1,080 units (252 new units)
C-O-CC (By-Right)	Residential Commercial	36.9 multifamily lots 443,005 sf of GFA

Proposed Development: The following is a statistical summary of the site plan proposal:

Figure 5: Proposed Development Statistics

	SP #451, Crystal Houses
TOTAL SITE PLAN AREA FOR NEW DEVELOPMENT	738,319 sf (16.95 ac)
Density	
Total New GFA	901,360 sf
Total New Density	48.3 units/ac

	SP #451, Crystal Houses
CH-1 & 2 (existing)	
Total Units	828 units
CH-3 (proposed)	
Total Units	432 units
CH- 4 (proposed)	
Total Units	222 units
CH-5 (proposed)	
Total Units	81 units
CH-6 (proposed)	
Total Units	63 units
CH-7 (proposed)	
Total Units	7 units
CH-8 (proposed)	
Total Units	14 units
Total Site GFA	1,812,499 sf
Total Site Units	1,647 units
Total Site Density	97.2 units/ac
C-O-Crystal City Residential Density	72 units/ac
Retail GFA (CH-3)	800 sf
Building Height	
Average Site Elevation	44.4 ft ASL
CH-3	
Number of Stories	11
Main Roof Height	109.9 ft
Penthouse Roof Height	119.9 ft
C-O-Crystal City Max. Permitted Height¹	110 ft
CH-4	
Number of Stories	11
Main Roof Height	109.9 ft
Penthouse Roof Height	119.9 ft
C-O-Crystal City Max. Permitted Height	110 ft
CH-5	
Number of Stories	7
Main Roof Height	74.9 ft
Penthouse Roof Height	84.9 ft
C-O-Crystal City Max. Permitted Height	75 ft
CH-6	
Number of Stories	5
Main Roof Height	59.9 ft
Penthouse Roof Height	69.9 ft
C-O-Crystal City Max. Permitted Height	60 ft
Parking	
Existing Parking Spaces	765 spaces

¹ ACZO Sec. 7.16.5.D requires building heights consistent with the Building Heights Map (Sec. 7.16.8).

	SP #451, Crystal Houses
Existing Parking Ratio	.92 sp/du
CH-1	294 spaces (36 surface parallel)
CH-2	260 spaces (26 surface parallel)
CH-3	294 spaces
CH-4	153 spaces
CH-5	84 spaces ²
CH-6	63 spaces
CH-7	22 spaces
CH-8	61 spaces
Total Residential Parking Spaces	1,169 spaces (62 surface parallel)
Total Residential Parking Ratio	.69 sp/du
C-O-Crystal City Required Residential Parking Ratio	1.125 sp/du <= 200 units 1 sp/du > 200 units
C-O-Crystal City Required Residential Parking Spaces	1,745 spaces
Retail spaces	0 spaces
C-O-Crystal City Required Retail Parking Spaces	1 space
LEED	
LEED Score	Gold

Density and Uses: The portion of the Restaurant Row block included in the subject site plan amendment proposal is proposed to be incorporated into SP #13. The C-O-CC district, to which the applicant proposes to rezone the site, has a base site plan density that allows 72 du/ac residential. The applicant is proposing 97.2 du/ac, meaning they are requesting 25.2 du/ac additional density per ACZO Sec. 7.16.5.A. The C-O-CC district, unlike most other zoning districts in Arlington, does not contain a specific, numerically defined density limit. Rather, a base density is established, and individual sites are eligible to achieve additional density above the base within the form regulations established in C-O-CC. These form regulations include a maximum building height, required build-to line, tower separation, tower coverage, and bulk plane angle requirements. Other building mass and form guidelines in the sector plan further inform the degree to which additional density may be achieved with a proposed development.

Site and Design: The applicant proposes four (4) new infill buildings on the eastern portion of the site; three (3) are located on the Crystal Houses block and one (1) is located on the Restaurant Row block. The applicant is also proposing three (3) ticks of townhouse-style units along South Fern Street. The applicant is proposing two (2) new public parks on site; one 31,700 sf park located at the intersection of South Eads Street and 20th Street North as it terminates at the site; and another park at the corner of 22nd Street South and South Fern Street. The applicant also proposes a 5-foot public pathway through the site from the mid-point on South Fern Street to the new public park fronting on South Eads Street.

² Not including 36 spaces (23 garage spaces and 13 surface spaces) reserved for public parking.

Figure 6: Illustrative Site Plan:

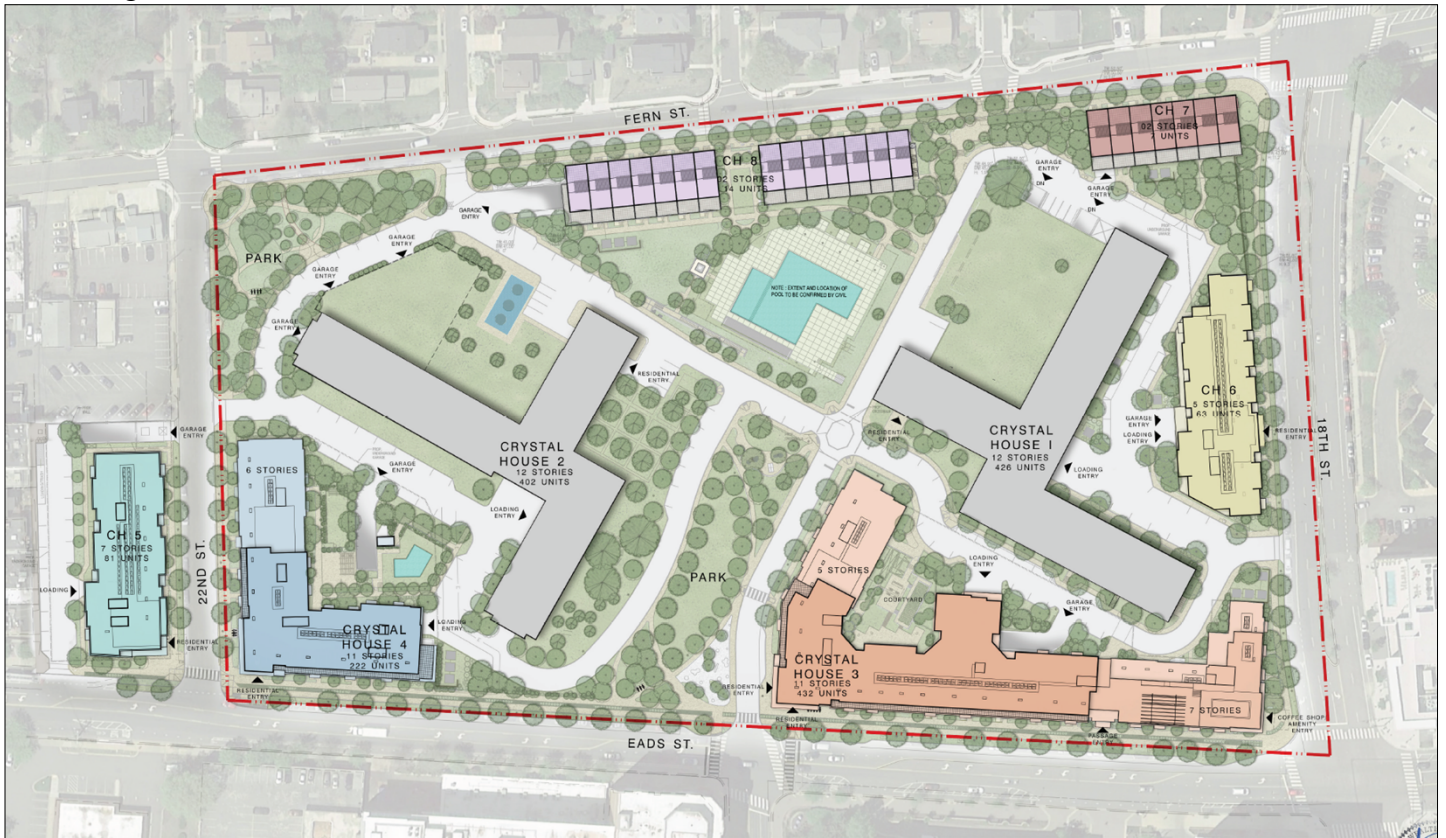


Figure 7: Rendering—Crystal House 3:



Figure 8: Rendering—Crystal House 4



Figure 9: Rendering—Crystal House 5



Figure 10: Rendering—Crystal House 6



Figure 11: Rendering—Crystal House 7 & 8:



Transportation: This project is located at 1900 South Eads Street in Crystal City. The primary site is bound by South Eads Street to the east, 22nd Street South to the south, South Fern Street to the west and 18th Street South to the north. A portion of the project site (Crystal House 5) is located south of 22nd Street South, at the southwest corner of the 22nd Street South and South Eads Street intersection.

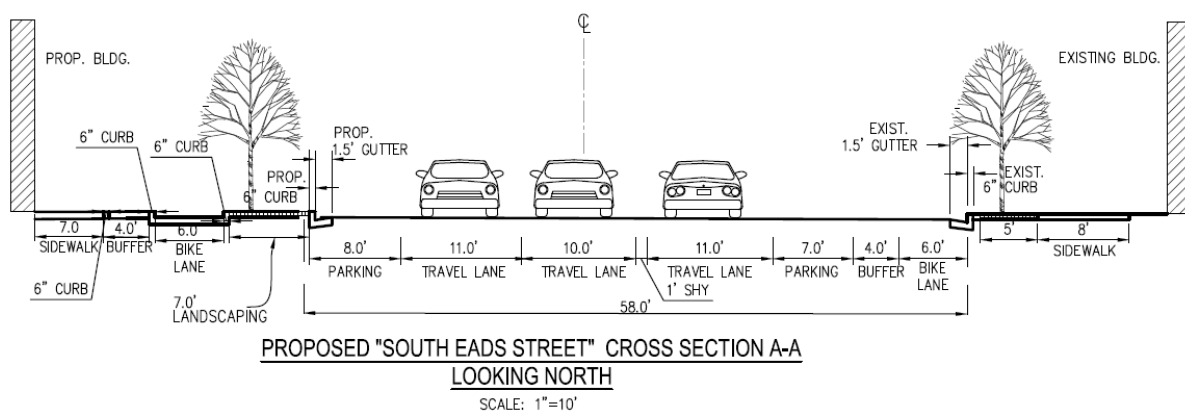
Crystal City is well-served by regional roadways, a wide range of transit options, an increasing network of bicycle facilities, and a local street network that continues to be expanded with planned development of the area's blocks. A multi-modal transportation network provides

residents, employees, and shoppers in the area multiple options for traveling to, from, and within the area without using a car.

Streets and Sidewalks: The Master Transportation Plan (MTP) identifies South Eads Street and 18th Street South as Type B-Primarily Urban Mixed-Use Arterial Streets. 22nd Street South and South Fern Street are identified Neighborhood and Urban Center Local Streets.

South Eads Street: South Eads Street currently supports three (3) travel lanes, including a shared left-turn lane, a parking lane along the west side of the street and on both sides of the street north of 20th Street South, and buffered bike lanes in each direction within the existing 67-foot of curb-to-curb roadway. The proposed site plans will change this configuration to the cross-section shown in the figure below, including a protected bicycle lane and landscaped median (“cycle track”), eliminating the shared left-turn lane, and adding a parking lane on the east side of South Eads Street for the entirety of the block from 18th Street South to 22nd Street South. The proposed clear sidewalk along the site frontage will be improved from an existing five-foot wide sidewalk to seven-foot wide.

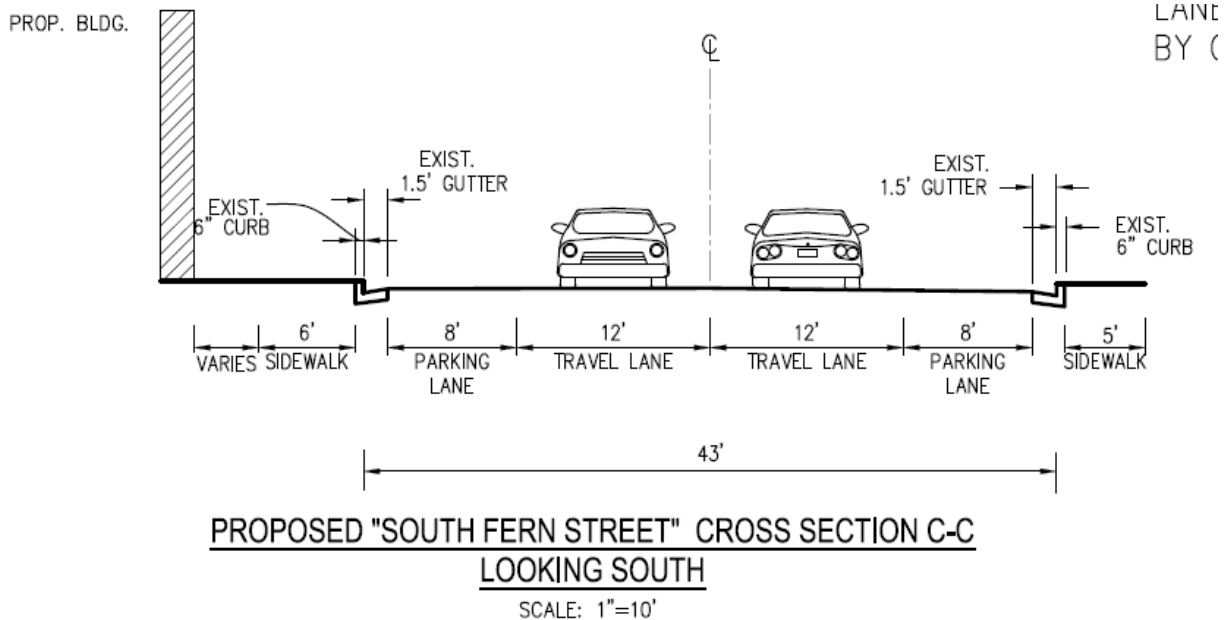
Figure 12. Proposed South Eads Street Cross-Section



At the intersection of South Eads Street and 18th Street South and 22nd Street South, the project proposes to construct floating bus islands to allow separation between transit riders and bicyclists. In coordination with nearby development and capital projects, a proposed street-grade cycle track will provide a grade separated southbound bike lane along the west side of South Eads Street from Army Navy Drive to 22nd Street South. Along the Crystal Houses block frontage, the proposed median between the bike lane and vehicular parking lane will be a 7-foot landscaped strip inclusive of street trees and any necessary storm drainage structures.

South Fern Street: The proposed project does not propose significant changes to South Fern Street. The 43-foot wide curb-to-curb roadway is not changing, however, there are proposed streetscape improvements along the site frontage. The proposed 6-foot wide sidewalk and 6-foot wide landscaping strip with street trees is an improvement from the existing 5-foot wide sidewalk. Additionally, some landscaping will be provided behind the sidewalk, providing a buffer between the public space and the proposed Crystal Houses 7 and 8.

Figure 13. Proposed South Fern Street Cross-Section



The existing frontage along South Fern Street adjacent to the proposed public park space will remain unchanged. The proposed improvements to the north will tie into the existing sidewalk. This portion of the sidewalk will remain 5-feet wide.

18th Street South: The current 85-foot curb-to-curb road supports four (4) vehicular travel lanes, parking lanes in both directions and a westbound bicycle lane. The proposed Crystal Houses project as well as the current County capital project proposes to reduce the curb-to-curb width to 75-feet but will still support four (4) travel lanes and parking in both directions. Additionally, there will be protected (buffered) 5-foot bicycle lanes in both directions. At the 18th Street South and South Eads Street intersection, the site plan proposes to remove the existing right turn pocket to provide a protected intersection. The proposed hardscape will tie back into the protected bike lane. The proposed 18th Street South streetscape will have a 5-6-foot wide landscaping strip with street trees and a 6-7-foot wide sidewalk along the site frontage.

Figure 14. Proposed 18th Street South Cross-Section (Crystal House 3)

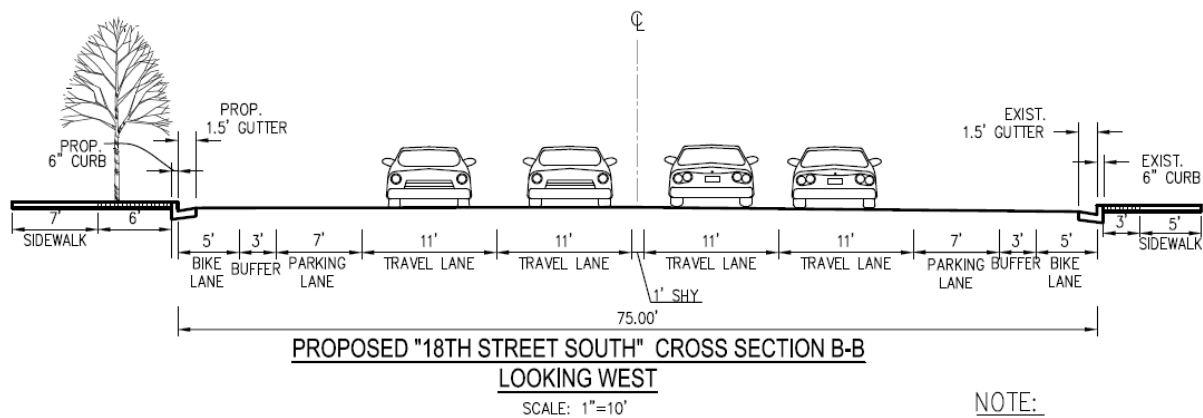
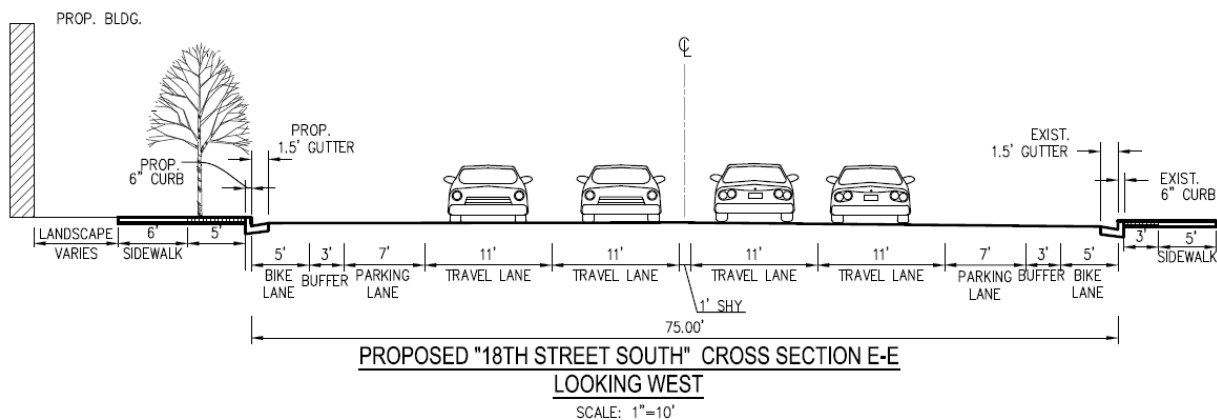


Figure 15. Proposed 18th Street South Cross-Section (Crystal House 6)



22nd Street South: The proposed project does not change the curblines on either side of 22nd Street South. However, the proposed project will improve the streetscape adjacent to Crystal Houses 4 and 5, providing 6-foot wide landscaping strips with street trees and improving sidewalk widths to 6-feet from the existing 4-foot width. The streetscape on the north side of 22nd Street South west of Crystal House 4 will remain as existing with a 2.5-foot wide landscaping area and a 4-foot wide sidewalk.

Most of the existing sidewalks are all on site frontages and will be upgraded with the development as follows:

Figure 16: Streetscape Dimensions

Street Frontage	Existing Sidewalk	Proposed Sidewalk	Existing Landscaping	Proposed Landscaping
S. Eads St.	5.0'	7.0'	4.0'	7.0'*
18 th St. S.	5.0'	6.0-7.0'	3.0'	5.0'-6.0'
S. Fern St.	5.0'	6.0'	n/a	6.0'
22 nd St. S. (north)	4.0'	6.0'	2.5'	6.0'
22 nd St. S. (south)	4.0'	6.0'	2.5'	6.0'

*In cycle track median.

Trip Generation: A Multimodal Transportation Assessment (MMTA) prepared by Wells + Associates and revised as of September 11, 2019 was submitted by the applicant. The assessment provides an analysis of the impact of the development on the adjacent street network and provides a summary of the existing transit, bicycle, and pedestrian access around the site. The MMTA assessed 11 intersections based on the existing conditions and forecasting future conditions for the year 2026 with and without the proposed development. A proposed mode split of 40% auto, 45% transit, 8% bike, and 7% walk was utilized for the proposed residential use based on US Census Bureau Data. The Crystal Houses project is estimated to generate 133 AM peak hour trips, 157 PM peak hour trips, and 2,033 daily trips. The MMTA concludes that the proposed Crystal Houses development would have a minimal impact on the adjacent street network and operations at the adjacent study intersections.

Parking and Loading: Parking for the site is proposed in both structured or underground garages as well as in surface parking areas. The total parking provided across the entire site is 1,181 spaces for 1,647 residential units, resulting in a parking ratio of 0.72 spaces per unit. Below is a table breaking down parking by type and associated building:

Figure 17: Parking Totals

Building	Garage Spaces	Surface Spaces	Total Spaces	Building Ratio	Allocated Spaces*	Allocated Ratio
CH 1 (426 units)	90	36	126	0.30	294 ^{1, 3, 7, 8}	0.66
CH 2 (402 units)	114	26	140	0.35	260 ^{2, 4, 8}	0.65
CH 3 (432 units)	419	0	419	0.97	294	0.68
CH 4 (222 units)	243	0	243	1.09	153	0.69
CH 5 (81 units)	96	0	96	1.19	96	0.69
CH 6 (63 units)	63	0	63	1.00	63	1.19
CH 7 (7 units)	24	0	24	3.43	7	1.00
CH 8 (14 units)	66	0	66	4.71	14	1.00
Totals	1,119	62	1,181			

*Shared garage spaces for CH 1 and CH 2 in proposed garages (CH3-8).

The existing site has 601 surface parking spaces and the proposed site has 62 proposed surface parking spaces, 22 of the proposed surface spaces are to be constructed on grass-crete, a permeable surface.

There is one (1) proposed driveway entrance into the larger site (excluding Crystal House 5) along each of the four (4) streets bordering the site. One (1) curb cut from South Fern Street was removed with the proposed project. All loading activities are proposed to occur internally to the project site at the respective buildings. For Crystal House 5, loading is accessed off of South Eads Street, while the garage is accessed from 22nd Street South.

Public Parking: Responding to concerns raised during the Site Plan Review process, the applicant is providing 33 to 36 metered public parking spaces on the Crystal House 5 site. Additionally, as a part of this project, County transportation staff will conduct a review of the on-street metered parking in the site vicinity and may change parking meter time limitations to better support retail and other short-term parking needs in the area.

Pedestrian Facilities: In addition to the proposed public sidewalks listed above, there are numerous internal pedestrian access paths on site. An east/west path through the center of the site connecting South Eads Street to South Fern Street will have a public access easement to ensure that the general public can walk through the site.

Bicycle Facilities: There are five (5) Capital Bikeshare stations within the surrounding area and the site is currently well-served by on-street bicycle lanes on 18th Street South and South Eads Street. The Bicycle Element of the Master Transportation Plan (MTP) labels South Eads Street and 18th Street South as “Bike Lanes” and South Fern Street as an “On Street Route”. The existing infrastructure includes a protected southbound bicycle lane along the South Eads Street site frontage. The project proposes to construct an enhanced southbound cycle track along the South Eads Street frontage to upgrade the existing protected bicycle lane. The applicant has also agreed to design and construct a cycle track on the block to the north, from 15th Street South to 18th Street South. This design is in conjunction with other development projects in the site vicinity to provide consistent bicycle infrastructure along the west side of South Eads Street from Four Mile Run to 22nd Street South, as well as capital projects to link these sites with Army-Navy Drive in the north.

The project proposes 355 Class 1 secure bicycle parking spaces within the proposed parking garages, for the project at full buildout, consistent with standard site plan requirements. Additionally, 23 visitor bicycle parking spaces will be provided around the site.

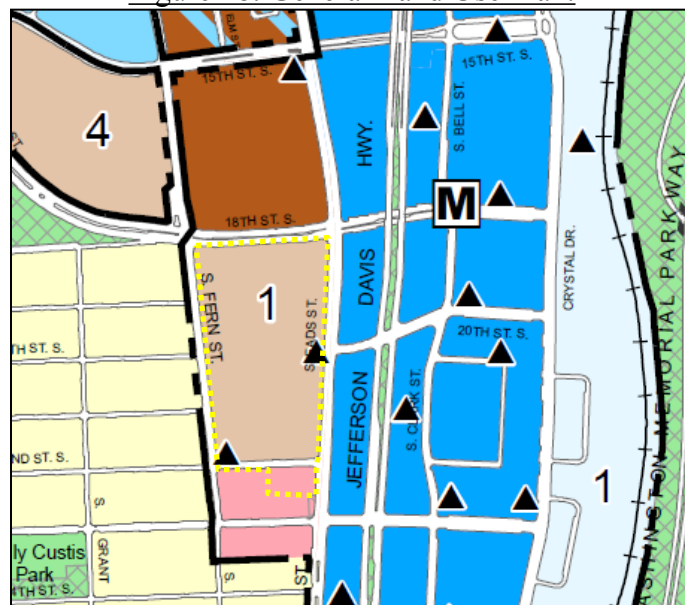
Public Transit: The project site is well served by public transit facilities including Metrorail, Metrobus, Arlington Transit (ART), the Potomac and Rappahannock Transportation Commission (PRTC), and Loudoun County Transit within ¼ mile from the site. The northeastern corner of the site is one (1) block west of the Crystal City Metro Station. Proposed intersection improvements (floating bus islands) at South Eads Street and 18th Streets South and South Eads Street and 22nd Street South will provide separation between transit riders and bicyclists.

Utilities: The proposed development includes improvements to the public storm sewer, sanitary sewer, and water utilities around the site. All necessary utilities to provide service to the proposed buildings will be provided.

Adopted Plans and Policies: The following policy documents provide guidance to the subject site and are applicable to the requested rezoning and new site plan:

- General Land Use Plan: The Crystal House block is identified on the GLUP as “Medium” Residential (37 – 72 du/ac), and the Restaurant Row block is identified as “Service Commercial.” The site is entirely within the “Crystal City Coordinated Redevelopment District” on the GLUP, meaning it is expected to develop in accordance with the goals and recommendations of the Crystal City Sector Plan, and eligible for rezoning to C-O-Crystal City (which is proposed by the applicant). The Crystal City Coordinated Redevelopment District is listed on the GLUP Map with the purpose to “permit heights and densities called for in the Crystal City Sector Plan where sector plan goals are otherwise generally met.”

Figure 18: General Land Use Plan:



Crystal City Sector Plan: The [Crystal City Sector Plan](#) is the primary policy document for Crystal City and provides site-specific guidance for its redevelopment. The sector plan addresses the Crystal City Coordinated Redevelopment District, which corresponds to the study area to

which the sector plan recommendations apply. The sector plan is organized with an analysis of existing conditions, a policy framework, and chapters on the Illustrative Concept Plan, district overviews, environmental sustainability, block structure, transportation, public realm including parks and open space, density and built form, land use, sanitary and storm sewer infrastructure, and design guidelines. The sector plan is concluded with a chapter on implementation.

The Crystal City Sector Plan process was undertaken to address the profound changes facing the district as a result of the 2005 Base Realignment and Closure (BRAC) initiative that resulted in approximately 13,000 jobs to be relocated from Crystal City to nearby military bases and approximately 3,000,000 million square feet of vacant office space. Through the process, a series of seven (7) goals were outlined to express key aspirations for the revitalization of Crystal City:

- Create a high-quality public realm that strengthens a sense of place
- Provide a mix of uses balancing office, residential, retail, cultural, and civic uses among several defined neighborhood centers
- Relate architectural and urban design to the human scale
- Enhance multimodal access and connectivity
- Incorporate sustainable and green building principles into all urban and architectural design
- Preserve the integrity of the single-family neighborhood to the west
- Ensure Crystal City's long-term economic sustainability

1. *Existing Conditions:* The plan acknowledges existing conditions within the Crystal City Planning Area and its vicinity. The areas discussed in the plan include the Crystal City Planning Area itself, as well as the adjacent neighborhoods of Aurora Highlands, Pentagon City and the Pentagon, Reagan National Airport, Long Bridge Park, and Potomac Yard. Applicable to the subject site plan within the discussion on Aurora Highlands is an acknowledgement that "Restaurant Row, along 23rd Street and Fern Streets was identified as a major community asset with local businesses that should be preserved or protected." More specifically, there is an acknowledgement that "parking challenges for Restaurant Row retailers need to be addressed." It is important to contextualize these acknowledgements regarding Restaurant Row; while they address specific existing challenges faced by the street, they are not plan recommendations or policy per se.
2. *Illustrative Concept Plan:* The Illustrative Plan depicted in the sector plan exemplifies one (1) way in which the future vision of the area can be achieved through public and private reinvestment in the area. The Illustrative Plan identifies several redevelopment opportunities on the subject site. Some notable features include:
 - Infill development sites on all frontages surrounding the two (2) existing residential towers³

³ The Illustrative Plan shows the Crystal House 3 and Crystal House 4 sites as existing buildings; at the time the sector plan was approved, the site was entitled under the 2006 site plan approval (which included buildings in these locations); it was contemplated that they would be built.

- Two parks/open areas
- An east-west nonvehicular pathway through the site connecting 20th Street South to the west
- Redevelopment of the surface parking lot at the corner of 22nd Street South and South Eads Street

Figure 19: Illustrative Concept Plan (Showing West Side)



The applicant's proposal provides all of the above-mentioned features of the Illustrative Plan and is generally consistent with this guidance.

3. *West Side District Overview:* The Crystal City Sector Plan divides the planning study area into separate districts with localized recommendations for each. The subject site is located within the district termed in the sector plan as the West Side, defined as the blocks west of Richmond Highway and south of 15th Street South. The main goal is to “balance the

preservation of the Aurora Highlands neighborhood to the west with potential development in the planning area that incorporates reduced planned building heights for most blocks south of 20th Street South. ...” In addition, the plan anticipates “the existing residential building[s] will stay in place with some residential infill ...” on the two (2) large blocks to the west of Richmond Highway.

The plan directly references Restaurant Row as an element (Element #3) on the West Side “Proposed Plan” Map. The Plan Legend mentions the following:

Restaurant Row – While the Master Plan anticipates only some near-term infill development on the blocks immediately north and south of 23rd Street, the plan provides a long-term vision to ensure that the scale and density of any future development is appropriate for the surrounding neighborhood.

Furthermore, the plan text mentions that “at Restaurant Row, the plan visualizes preserving and retaining small, neighborhood-oriented retailers. Should redevelopment occur in this area, such retailers should be accommodated to help support active streetscapes. Recommended building envelopes in this plan provide deliberate tapering down to the west, while offering flexibility for development at the corner of 22nd and Eads Streets to help achieve parking to support the 23rd Street retailers.” A full discussion of how the developer and County are achieving this objective is provided in the Density and Built Form section of this report.

4. *Environmental Sustainability:* The sector plan describes the vision for Crystal City as an environmentally sustainable place. One of the principal recommendations is to promote modal choice through new development by creating comfortable pedestrian and bike environments. The applicant’s proposed site plan includes improved streetscapes with street trees along all project frontages (with the exception of those frontages adjacent to the Corner Park), as well as new protected bike lanes along the South Eads Street frontage.

In addition to new multimodal improvements, the applicant will be achieving LEED Gold Certification for all new buildings on site, as well as Arlington Priority Energy Credits. Furthermore, consistent with the sector plan’s recommendations to maximize sustainable stormwater strategies through low-impact development practices, the applicant will be applying pervious paving treatment to a portion of the surface parking proposed to remain on site. Staff finds the applicant’s proposed site plan consistent with the sustainability recommendations of the sector plan.

5. *Block Structure:* One of the principal recommendations of the sector plan is to create a well-defined network of street rights-of-way. The main recommendations for achieving this is to require that new development conform to Recommended Build-to-Lines (RBL’s). The purpose of this mechanism is to “ensure future buildings will cohesively frame a well-defined and recognizable structure of quality streets and open spaces, or the public realm.”

The subject site plan meets the recommended RBL on all frontages in which new buildings are proposed. This will help achieve the plan’s recommended figure-ground pattern of streets framed with buildings and delineated street edges.

6. Figure 20: Proposed Site Plan and Recommended Build-to-Lines Maps



Transportation: The transportation chapter of the sector plan speaks to balancing proposed investments in Crystal City’s transportation system with improvements in the efficiency and effectiveness to the existing network.

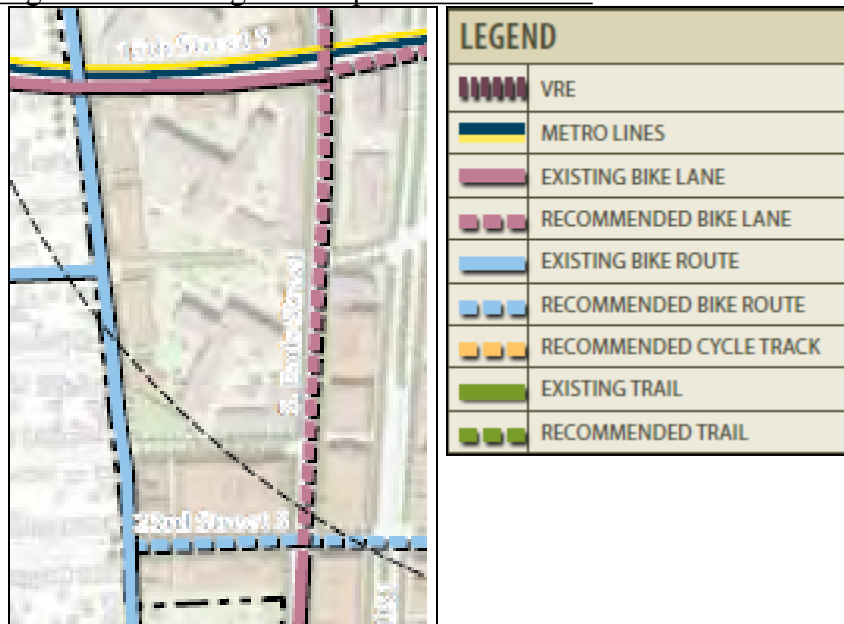
- The recommendations most applicable to the subject proposal include pedestrian and bicycle accommodations. The sector plan recommends that new developments include 6-foot wide minimum sidewalk, and other pedestrian infrastructure such as enhanced signals, bulb outs, and lighting. The applicant is proposing improvements to nearly all of the site’s street frontages to accommodate the standard sidewalk and tree planting widths (with the exception of the sidewalk adjacent to the Corner Park, which was done deliberately to capture the maximum amount of park space).

The applicant is also adding an important new component to the pedestrian network. The Illustrative Plan shows a pedestrian pathway through the block linking 20th Street both east and west of the subject block. This pathway is shown as tree-lined and provides a formal linkage where none exists today. The applicant is proposing dedicating a 5-foot

public access easement through the block. The alignment differs from the one shown on the Illustrative Plan due to the location of the existing pool, which will remain; the proposed alignment links 20th Street South on the east, and 19th Street South on the west. The applicant has agreed to a condition to design the subject walkway using elements such as wayfinding, lighting, and paving treatment to delineate the walkway as a public thoroughfare. The applicant has also agreed to line the walkway with trees to the extent possible.

- The Bicycle Network recommendations of the plan show recommended bike lanes on South Eads Street, from 23rd Street South to 15th Street South, north of which a “bike route” is recommended. To coordinate with the concurrently proposed Metropolitan Park development at the corner of 15th Street South and South Eads Street, the applicant has agreed to construct protected bike lanes along the site’s South Eads Street frontage. In addition, the applicant has agreed to construct (or design and pay the cost of constructing) off-site protected bike lanes on South Eads Street along the Crystal Towers block frontage between 18th Street South and 15th Street South. Therefore, approval of these two (2) site plan projects would result in consistent protected bike lanes southbound from 12th Street South in the north to 23rd Street South to the south. This infrastructure exceeds the recommendations of the sector plan and will provide a crucial north-south bicycle linkage in Crystal City.

Figure 21: Existing and Proposed Bike Routes



- The sector plan contains guidance on off-street parking. Acknowledging that most development in Crystal City is entitled through the special exception site plan process, the plan allows for significant flexibility to ensure that “minimum parking needs are met, and that excessive parking is not built.” The plan recommends that parking flexibility be based on factors such as “site location, accessibility to transit, TDM measures, trends in parking demand, and management strategies for parking spaces.” The applicant is

proposing to modify the residential and retail parking below the Zoning Ordinance standard; see the Zoning Ordinance section of this report for further discussion.

Another important recommendation with respect to parking is the guidance that pertains to the construction or retention of surface parking lots. The plan posits that “surface parking lots can degrade the quality of the built environment and are a suboptimal use of highly accessible urban land.” In addition, the plan states that “future surface parking lots are strongly discouraged in Crystal City, particularly in locations between the curb and the building façade.” There are currently 601 surface parking spaces on the site and the applicant is proposing 62 surface parking spaces with redevelopment of the site. See Zoning Ordinance section of this report for further discussion.

7. *Public Realm:* The Crystal City Sector Plan envisions a diverse, vibrant, and pedestrian-friendly public realm, with high-quality public open spaces. The section of public realm includes recommendations for not only public and private open spaces, but streets and sidewalks, including recommendations on biophilic design. The following sections pertain to the applicant’s proposed development:

- The sector plan recommends maximizing Crystal City’s urban forest canopy coverage. Specifically, the plan recommends that there is a long-term goal for exceeding the existing 17.6 percent canopy coverage by “maximizing tree planting along streets, in public spaces, and private property,” and also that “design proposals should take full advantage of all tree planting opportunities ...” The sector plan further acknowledges that there is the potential for “loss of canopy coverage in the first phases or redevelopment” and that the recommendations are intended to mitigate this fact.

The subject site is currently developed with two (2), 12-story residential buildings in a “Towers in the Park” style of building placement whereby the buildings are situated in the middle of a large superblock surrounded by surface parking lots and generous landscaping. As the site was developed in the 1960’s there are many existing mature trees on the site. Unfortunately, many of the existing mature trees are in the exact locations recommended for infill development under the sector plan. As a result, the applicant’s proposal will result in the removal of a majority of these trees. However, the applicant is mitigating the loss of 230 existing trees with 359 new plantings. Currently there are no street trees on any of the site’s frontages; the applicant is proposing street trees on all project frontages with the exception of a portion of South Fern Street and 22nd Street South corresponding to the Corner Park. In addition, the applicant is including significant new plantings within the two (2) public parks on site. Staff finds that the applicant’s proposal is consistent with the recommendations of the sector plan; the sector plan acknowledges that the first phases of redevelopment within Crystal City are likely to result in the loss of canopy coverage. The applicant is mitigating this impact by including a net increase in the number of plantings as well as including plantings including street trees that do not exist currently.

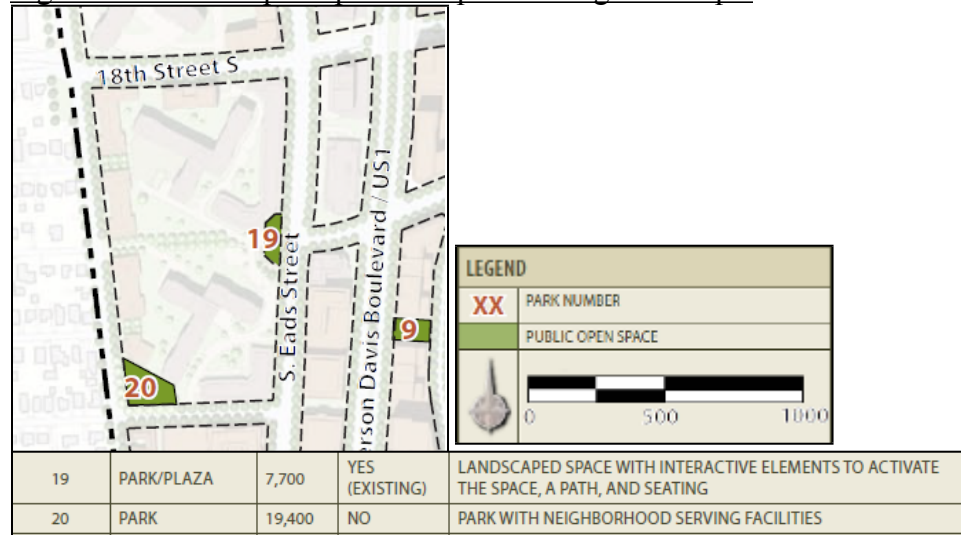
Figure 22: Existing and Proposed Trees:



- The sector plan introduces public open space by defining the typologies: plazas, parks, squares, and greenways. The stated intent of the recommendations on public open space are to “create well-designed, high-quality public open spaces that will contribute significantly to the quality of life in Crystal City as it grows in the future.” In addition, as redevelopment occurs, “preserving and creating high quality public open spaces for the community will remain a key priority.” The sector plan contains a map depicting existing and planned public open spaces, as well as an inventory that describes the spaces and design concepts for each.

The subject block contains two (2) planned public open spaces; one (1) at the terminus of 20th Street South as it meets the site (referred to as the “20th/Eads Park”), and one (1) at the corner of 22nd Street South and South Fern Street (referred to as the “Corner Park”). The 20th/Eads Park is described in the sector plan as consisting of approximately 7,700 sf, being defined by build-to lines, and designed as a “landscaped space with interactive elements to activate the space, a path, and seating.” The Corner Park is listed as consisting of approximately 19,400 sf and being designed as a park with “neighborhood-serving facilities.”

Figure 23: Public Open Spaces Map and Design Concepts



The 20th/Eads Park was largely planned during the 2017 site plan review process for the site, and the design has changed very little during the current process. As a result, there was no separate public process for the design and programming of this park. The park is 31,456 sf in size, is framed by the proposed Crystal House 3 and the existing Crystal House 2, and contains the following elements: a multiuse lawn, a play area, games, pathways, seating areas, and planting areas. Staff finds that the proposed design is consistent with sector plan guidance.

The Corner Park included in the new site plan had not yet been planned by the time of the June 2019 SPRC meeting which is where staff presented guidance from the Crystal City Sector Plan and the Public Spaces Master Plan, a vicinity map showing existing nearby park amenities and provided several park layout diagrams showing potential amenities that could fit into the Corner Park. Staff asked SPRC members for their input on the Developer's proposed concepts to refine two (2) concepts for further consideration at the next SPRC meeting. The SPRC members requested County staff reach out to the community to gauge what uses and amenities stakeholders would prefer in the Corner Park. County staff collaborated with the Developer to prepare four (4) concept options to post in an online feedback form to gather community input on preferred uses and amenities for the Corner Park. The online feedback form asked the community to weigh in on four (4) design concepts for the subject park. The four (4) concepts included:

- Option 1 – Casual Use
- Option 2 – Casual Use and Dog Run
- Option 3 – Casual Use, Dog Run, and Community Gardens
- Option 4 – Casual Use and Fitness Station

The responses from the online form illustrated there was strong interest in the natural elements included in the casual use area such as the pollinator garden, trees and a lawn area for multiple uses. The feedback also showed a general preference to have features in

the park that could activate the corner, encourage social interaction and would not be duplicative of other nearby recreational features. Of the survey's four (4) proposed uses, casual use and a dog run were selected most often. There was interest from some respondents for having a community garden within the corner site also but as expressed in multiple comments, community gardens serve only a small number of people. Within the concept presented at the Open House and SPRC, the staff/developer team illustrated 10 food bearing trees as an alternate approach for including an agricultural element in this space which could engage the community. This would build on the theme of the synergistic relationship of pollinator plants and food bearing trees. The concept was presented again at the SPRC and received generally positively (with one (1) major exception which will be discussed in the Public Engagement section of this report). The graphic on the following page depicts the recommended concept for the Corner Park.

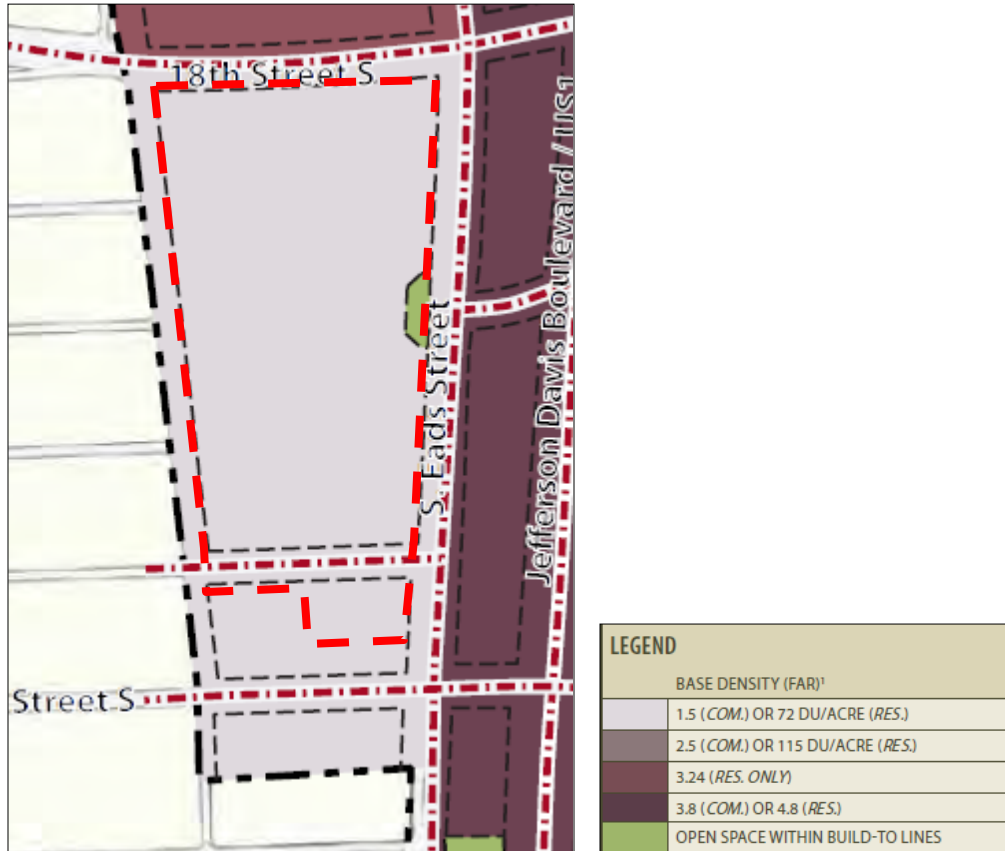
The two (2) proposed public parks are significantly larger than those recommended by the Crystal City Sector Plan (54,751 sf of public park space versus 27,100 sf recommended by the sector plan). In addition, the park design and programming are consistent with the recommendations contained in the sector plan. Therefore, staff supports the proposed public park easement dedications proposed by the applicant.

Figure 24: Corner Park Concepts Board



8. *Density and Built Form:* This section of the sector plan concerns the physical form of redevelopment in Crystal City. The sector plan discusses a study of economically feasible densities to support redevelopment. The sector plan establishes base densities for each block, but does not cap maximum densities; densities above the base may be achieved by applicants on a site by site basis in exchange for extraordinary community benefits consistent with the goals and policies of the sector plan. While increases in density are recommended, the plan uses several tools to control and shape how that density is distributed and physically massed: high/low density zones, allowable building heights, bulk plane angles, tapers and setbacks, tower coverage, and tower and building spacing. Therefore, density may be earned within the building envelopes for each site established by the form and massing regulations of the sector plan.

Figure 25: Base Density Map:

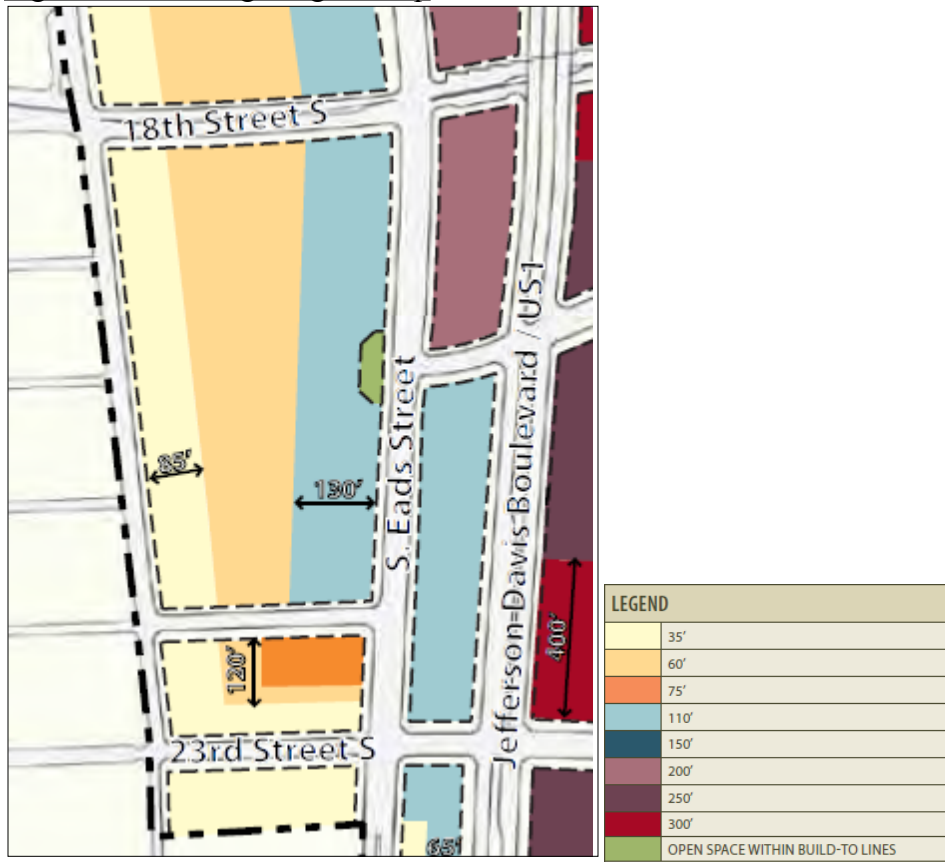


- The sector plan defines building podiums and towers: the first five (5) stories comprise a building's podium element, and above five (5) stories are the tower elements. The plan recommends tower separation of a minimum of 60 feet. On the proposed Crystal House 3 building, the applicant maintains a 60-foot separation between the tower elements of that building and the adjacent Crystal House 1 building; therefore, it is consistent with the recommendations of the sector plan.
- The sector plan recommends varied building height recommendations for the subject site, designed to provide for a deliberate taper from South Eads Street down to the west towards South Fern Street. The maximum building heights along South Eads Street for the eastern third of the block are 110 feet, the middle third 60 feet, and the western third 35 feet. The applicant is compliant with this building height guidance, and the proposed plan achieves the deliberate tapering of building heights recommended by the sector plan.

The portion of the site located on the Restaurant Row block is recommended for a maximum building height of 75 feet. However, the sector plan allows for an incentive for an additional 35 feet of building height (maximum 110 feet) *if* "additional parking is provided for Restaurant Row businesses." The applicant is proposing that the Crystal House 5 building (located on this site) be 73 feet in height and is not taking advantage of the incentive to build to a maximum of 110 feet.

Concerns about parking for Restaurant Row will be addressed in the Public Engagement section of this report.

Figure 26: Building Heights Map



- The next sector plan tool for regulating building form is tower coverage and building envelope. Tower coverage pertains to the percentage of the site covered by building towers (there is no regulatory tool for podium coverage; building podiums are permitted with no limitations on coverage within build-to lines, notwithstanding other regulations). The sector plan recommends a maximum of 65 percent tower coverage on the subject site. As the site consists of a very large block recommended in the plan for infill development, as opposed to wholesale redevelopment (as are several of the blocks east of Richmond Highway), tower coverage is not directly applicable to redevelopment of the subject site. Nevertheless, the applicant's proposal results in approximately 24.7 percent tower coverage on the Crystal Houses block and 14.5 percent tower coverage on the Restaurant Row block and is thus consistent with the recommendations of the sector plan.

9. *Land Use Mix and Affordable Housing:* The land use chapter of the sector plan provides more detailed land use recommendations than does the GLUP, specifying percentages of specific land uses in some cases. The subject proposal meets the land use map recommendations for the site, which are Residential and Hotel (Crystal House Block) and Residential, Commercial, Hotel, or Mixed-Use (Restaurant Row Block). The applicant is

proposing approximately 800 sf retail space within the Crystal House 3 building at the corner of South Eads Street and 18th Street South. While retail is not specifically recommended on the subject site, it is being provided to address citizen concerns about activation of that corner, and staff finds its inclusion compatible with surrounding land uses. There will be no undue adverse impact as a result of retail provided in this location.

Affordable Housing: The Crystal City Sector Plan references the need for new affordable housing options in the Crystal City Metro Station area and achieving, in addition to the Affordable Housing Ordinance, committed affordable housing units through the realization of additional density. It indicates, as a goal for additional committed affordable housing units negotiated with projects approved above the base density, up to 20% of that GFA above the GLUP be provided as affordable on-site units up to 60% of the area median income (AMI). It indicates that of all community benefits, affordable housing is a high priority. The implementation section of the plan also includes actions such as encouraging the construction of accessible, affordable units as well as reviewing and evaluating proposals in the context of Arlington's Goals and Targets for Affordable Housing.

Figure 27: Crystal House 5 Rendering and Plan View



Affordable Housing Commitment: The Applicant proposes the conveyance of an entitled parcel of land (Crystal Houses 5) as a contribution for the additional density it is requesting in association with its request to rezone the site to the CO-Crystal City zoning district. In order to meet the Zoning Ordinance requirements for the amount of density associated with the base for the site plan proposal, the applicant will have the following options:

1. Affordable Housing Ordinance (ZO §15.5.8.A): For to the base site plan density, the Applicant has the choice of either:

- a cash contribution = \$1,653,424.00; or
 - on-site units; off-site nearby, or off-site anywhere in the County
2. C-O Crystal City Additional Density (ZO §7.16.5): The Applicant has agreed to convey to the County an approximately 38,000 square foot site, which would allow construction of 105,000 square feet (81 units) within a 75-foot tall building.

Crystal City Sector Plan In order to meet the 20% on-site goal of the Crystal City Sector Plan, staff initially negotiated a contribution with the applicant to provide approximately 62,100 square feet, or 49 units, on site as committed affordable housing units, which would have been dispersed throughout the site and contained within both the existing and proposed buildings. Subsequent to these initial discussions, staff proposed an alternative whereby the applicant would convey a portion of the site to the County to allow for the construction of committed affordable housing units. As proposed with this site plan, the applicant has agreed to convey to the County the approximately 38,000 square foot site that is proposed for the Crystal House 5 building, which would allow construction of 105,000 square feet (81 committed affordable units or “CAF” units) within a 75-foot tall building that also will accommodate some amount of public parking. Additionally, this site, once conveyed to the County, could either be constructed as entitled with this site plan, or amended by way of a site plan amendment, to increase the height up to 110 feet as recommended by the Crystal City Sector Plan, and thus increase the delivery of affordable housing units.

The site plan condition includes three (3) sections: a) the base Zoning Ordinance requirement, b) the land conveyance, and c) an on-site affordable housing program option in the event the County elects not to acquire the land. While the County anticipates the acquisition of the land, option (c) allows for the flexibility in the event this does not occur and provides another means of achieving the 20% on-site committed affordable GFA goal of the Crystal City Sector Plan. The acquisition of a site for affordable housing achieves the goals of the Affordable Housing Master Plan. Further, acquiring this site generates a unique opportunity for the County to create a significantly greater amount of affordable housing than what the Crystal City Sector Plan recommends.

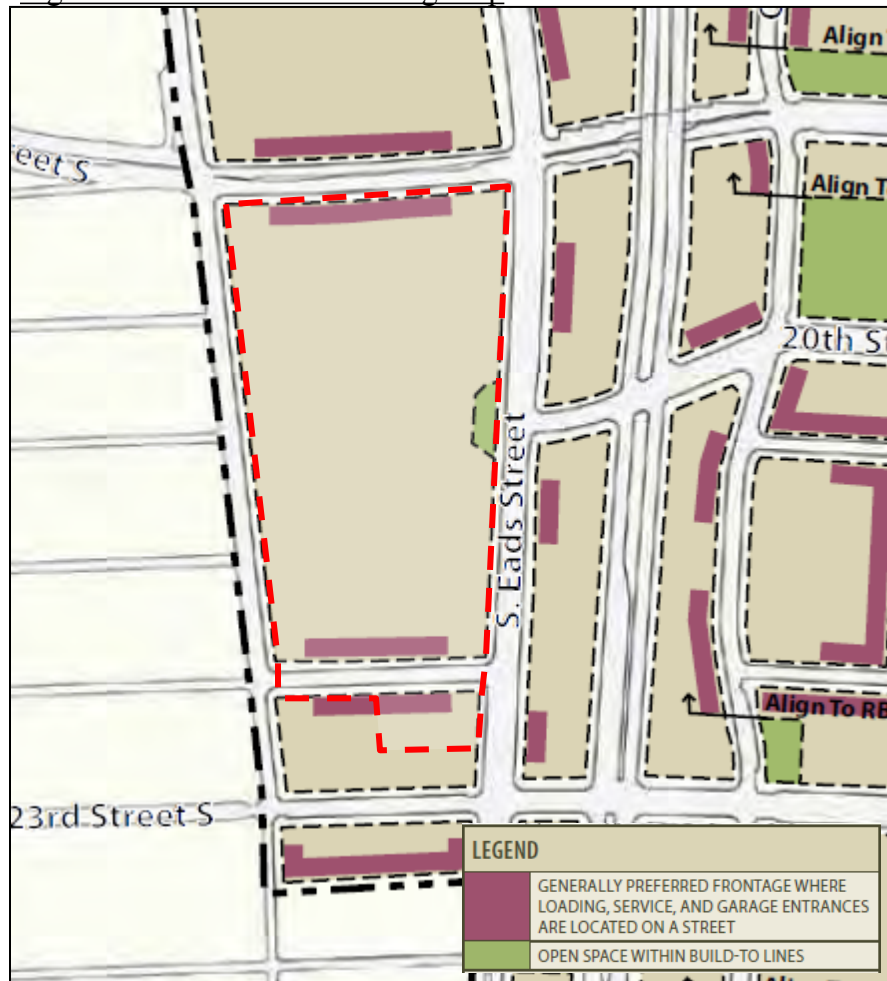
The applicant anticipates making the cash contribution to satisfy the base affordable housing requirements. This would meet Policy 1.1.1 of the County’s Goals, Objectives and Policies of the County Board adopted Affordable Housing Master Plan. The \$1,653,424 total cash contribution obtained through land use/zoning tools will provide financial resources for affordable housing production.

- The sector plan land use chapter contains further guidance on parking. With respect to parking, the sector plan provides that reduced parking ratios are necessary because the occupant load expected with higher ratios could grow beyond the physical capacity for structured parking. In addition, it is acknowledged that significant public costs are associated with single-occupancy vehicle trips, including traffic congestion, infrastructure wear and tear, increased fuel consumption, and diminished air quality. The plan acknowledges that currently on the West Side, parking for residential uses is provided

below-grade or in surface lots. For new development, below-grade parking is the preferred treatment however above-grade parking may be permitted if parking required for the use cannot be accommodated below grade. Above-grade parking should be either lined with active-use space or treated with enhanced architectural facades. See Zoning Ordinance section of this report for further discussion.

- The sector plan section on service and loading recommends limited visibility of loading and service entries from the street. The Service and Loading Map delineates the preferred loading entrances for the subject site is 22nd Street South and 18th Street South for the Crystal House Block, and 22nd Street South for the Restaurant Row block. Crystal House 3 (located at the corner of 18th Street South and South Eads Street), Crystal House 4 (located at the corner of 22nd Street South and South Eads Street) and Crystal House 6 (located on 18th Street South) all provide service and loading access from existing interior driveways. Crystal House 5, located on the Restaurant Row Block, provides parking access from 22nd Street South consistent with the sector plan recommendations. However, loading and service access is provided from an existing curb cut on South Eads Street, which would be redeveloped as an alley that will serve both the Crystal House 5 building and the abutting Restaurant Row retail uses. While this location is not identified on the sector plan map as a preferred location for loading and service, the constraints of the site with relation to the surrounding land uses require that it be provided. This is discussed further in the Public Engagement section of this report.

Figure 28: Services and Loading Map

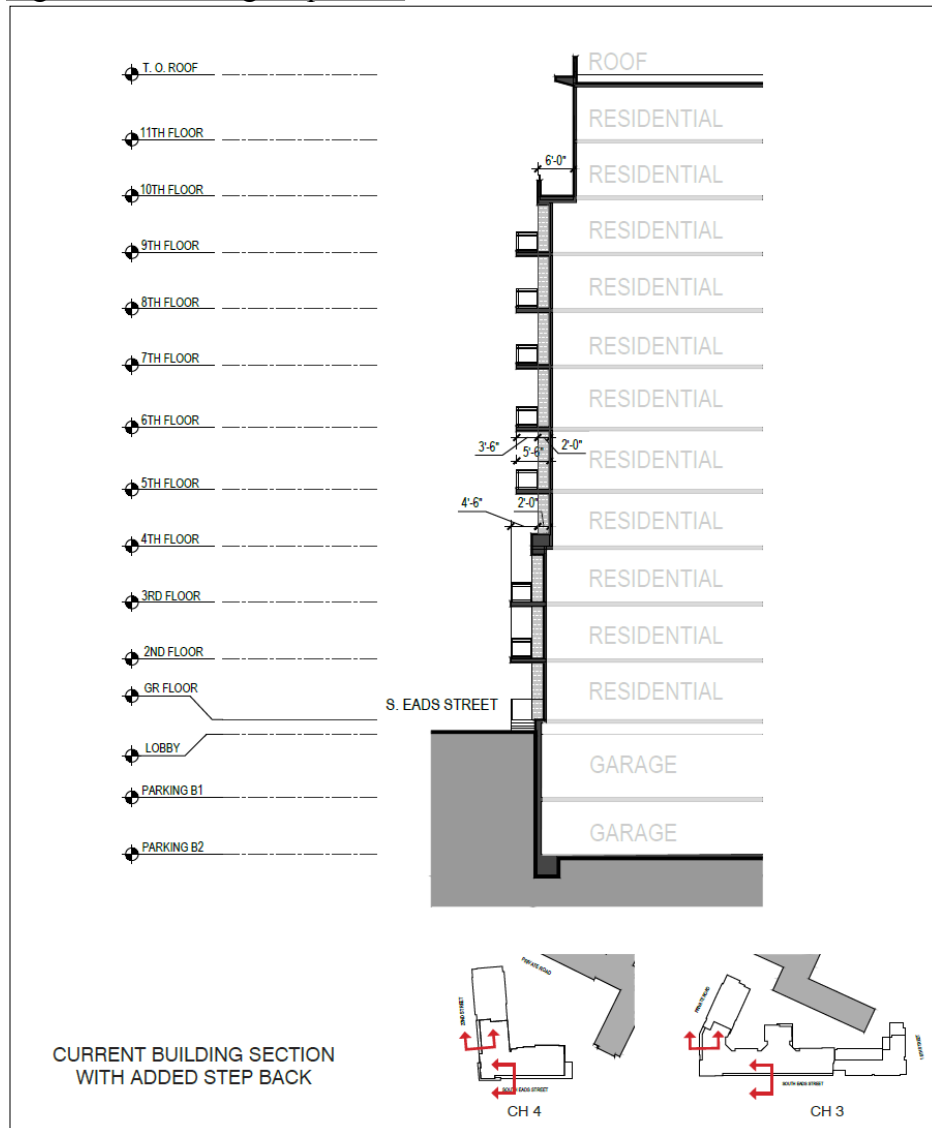


10. Design Guidelines: The sector plan design guidelines contain recommendations on building form and massing, relationship to the public realm, and streetscape design. The design guidelines are intended to be flexible and are not rules; the plan recognizes the economic and programmatic choices within redevelopment projects influence the form that development takes.

- The guidelines establish that all new or substantially renovated buildings should consist of a podium, tower, and top. The applicant's proposed buildings meet all of the podium and tower recommendations contained within the guidelines. With respect to building tops, the sector plan recommends that distinctive tops should be provided through "a change in at least two of the following features – window rhythm, apparent floor height, setbacks, sculpted form, or materials." Crystal Houses 5 and 6 are lower-scale buildings (seven (7) and five (5) stories, respectively) and thus distinctive tops are provided through prominent parapet walls as opposed to the methods specifically mentioned in the sector plan. Staff finds that the proposed buildings meet the intent of the design guidelines for providing distinctive building tops.

- The next section of the design guidelines concerns recommended building stepbacks. Stepbacks are recommended for buildings to provide necessary sculpting to achieve light and air on streets and open spaces, and also to establish architectural variety. The guidelines discuss two (2) approaches to stepbacks: the multiple-stepback approach and the single-stepback approach. The applicant is providing a multiple-stepback approach on the Crystal House 3 and 4 buildings, with stepbacks occurring on the facades facing S. Eads Street, 22nd Street South, and across from the 20th/Eads Park.

Figure 29: Building Stepbacks:



11. Policy Framework: The applicant's proposal is consistent with the goals and policies of the Crystal City Sector Plan. Specifically, the applicant's proposal achieves the following policy objectives:

- *Policy 1 – Create a high-quality public realm that strengthens the sense of place*
 - Increase the amount of high-quality, accessible and usable public open space in Crystal City
- *Policy 2 – Provide a mix of uses by balancing office, residential, retail cultural, and civic uses among several defined neighborhood centers*
 - Provide a mix of housing options to accommodate households with differing income levels, family composition, and accessibility requirements.
- *Policy 3 – Relate architectural and urban design to the human scale*
 - Create new buildings where the base of at least one (1) or two (2) stories relates to the street level and the top creates a meaningful connection to the sky
 - Use building massing and elevations to create and frame the public realm and to preserve and enhance views from within the public realm.
 - Create distinct and defined block edges
 - Provide a meaningful and careful transition from the core of Crystal City to the adjacent single-family neighborhood
- *Policy 4 – Enhance multimodal access and connectivity*
 - Improve transportation and land-use connections within and beyond Crystal City through transit-oriented development
 - Create vibrant, pedestrian-oriented streets through the better use of sidewalks, streetscapes, and open space ideas to improve space for pedestrians, bicyclists, parking, and transit
 - Supply appropriate parking to support a vibrant mix of uses while discouraging unnecessary single occupancy vehicle use
 - Maximize the use of all parking resources through TDM measures
 - Enhance the utility and safety of the bicycle network as part of the Crystal City transportation network
- *Policy 5 – Incorporate sustainable and green building principles into all urban and architectural design*
 - Consider environmental sustainability and overall energy efficiency as integral parts of all aspects of building design and development
 - Design and build new buildings to meet county policies on sustainable design
- *Policy 6 – Preserve the integrity of the single-family neighborhood to the west*
 - Taper buildings up in scale and height, west to east, from Fern Street to Eads Street between 18th and 23rd Streets, so that buildings along the east side of Fern Street are compatible in scale and form and have stepbacks that respond appropriately to the single-family homes on the west side of Fern Street
 - Provide improved pedestrian, bike, and other connections between Crystal City and adjacent single-family neighborhoods, to help reduce the barrier effect of Richmond Highway
- *Policy 7 – Ensure Crystal City’s long-term economic sustainability*
 - Promote public/private partnerships for achieving community enhancements

- Acknowledge and respect Crystal City’s existing populations during redevelopment activities and minimize any associated potential negative impacts to their quality of life

Arlington County Zoning Ordinance: The applicant is requesting to rezone the subject site from RA6-15 to C-O-CC. The C-O-CC district is coordinated with the Crystal City Sector Plan such that the “actual types and densities of uses to be allowed will be based on the characteristics of sites and their locations, and on the extent to which the proposed redevelopment of the site is done in a way that ameliorates the impacts of the types and densities of uses, and provides features or amenities identified in the Crystal City Sector Plan and other plans and policies established for the area by the County Board ...”

C-O-CC does not set forth specific density limits, but rather controls density through form-based regulations including building height, building tower separation and coverage, and bulk plane angles. The base density for the subject site is 72 units per acre. There are an existing 828 units in two (2) towers on the site, which equates to 48.84 units per acre. The applicant is proposing new development at 48.3 units per acre, which brings the total site density to 97.2 units per acre. Therefore, the developer is requesting additional density of 25.2 units per acre. The applicant’s proposal meets the standards of the C-O-CC district (as modified) and is thus consistent with the purpose and intent of the C-O-CC district to provide coordinated redevelopment that advances the vision of the Crystal City Sector Plan, is supported by enhanced multimodal transportation access and connectivity, and results in a high-quality public realm comprising the street and public spaces envisioned in the sector plan. For these reasons, staff supports the request for additional density accompanied by the proposed development.

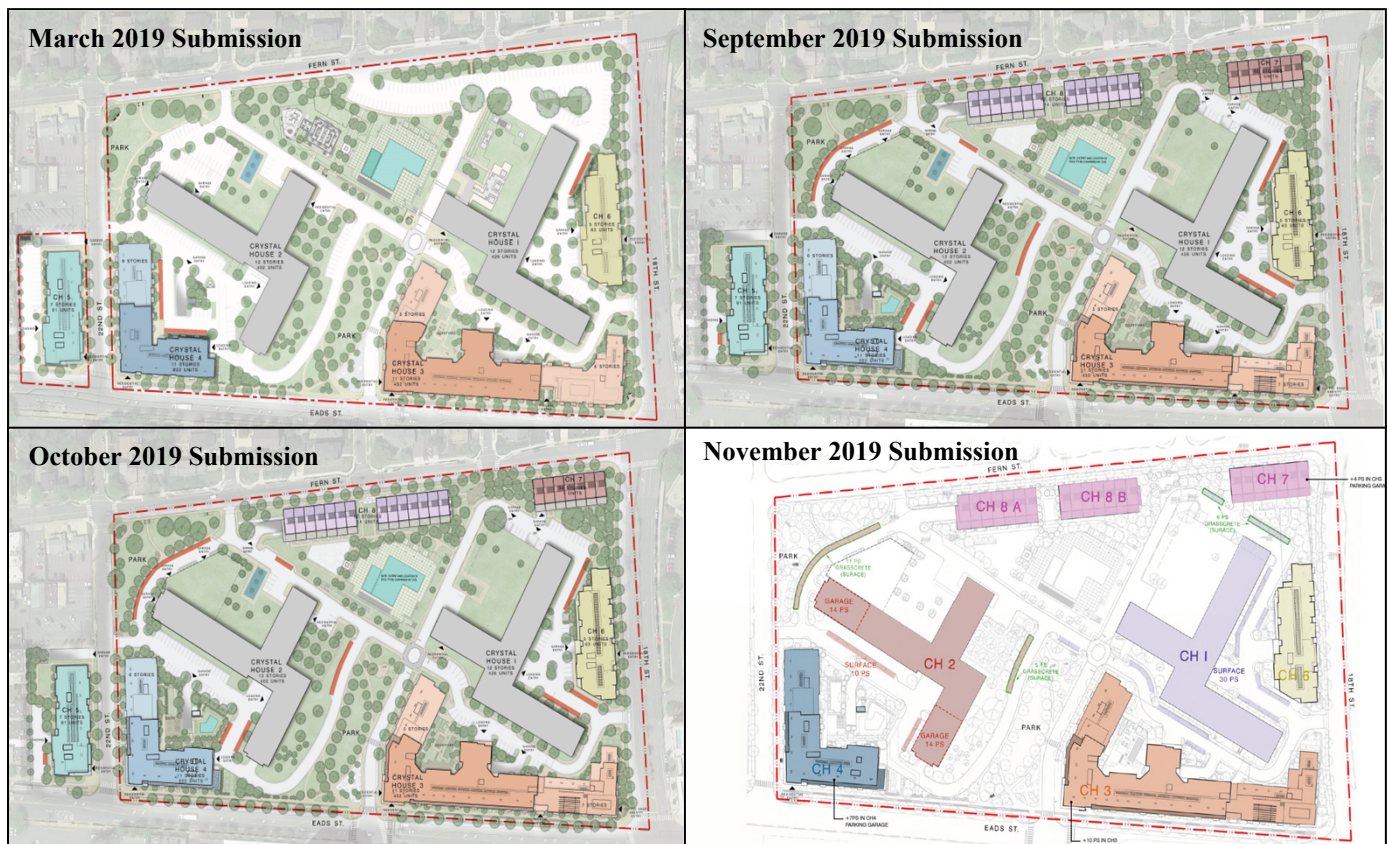
Requested Modification of Zoning Ordinance Standards: The applicant is requesting to modify the following standards provided for in C-O-CC:

1. *Residential Parking Ratio:* The C-O-CC district requires that multifamily residential buildings be parked at 1.125 spaces per unit for the first 200 units and 1 space per unit for each unit thereafter within one (1) structure. This would require the applicant to provide 1,745 parking spaces on site. The applicant proposes to park the proposed 1,647 total units with 1,169 parking spaces (not including the 35 spaces dedicated for public parking on the Crystal House 5 site), which amounts to a parking ratio of 0.69 spaces per unit. When Crystal House 5, which will be conveyed to the County as part of the package for additional density is subtracted, the applicant is proposing parking 1,566 total units with 1,094 parking spaces. This equates to a parking ratio of 0.71 spaces per unit. Staff supports the applicant’s request to modify this standard because it is consistent with sector plan policy to not build excessive parking. In addition, the *Residential Parking Guidelines* would support the applicant providing as little as 0.4 spaces per unit given the site’s close proximity to the Crystal City Metro Station. For these reasons, the proposal is consistent with County policy and will not result in undue adverse impacts to neighboring streets or land uses.
2. *Retention of Surface Parking and Above-Grade Structured Parking:* The C-O-CC district does not permit above-grade parking. The district standards require that:

All parking be located below grade or within the structure housing the use to which the parking is appurtenant. Where above-grade parking occurs in a structure along public open spaces or public arterial streets as identified in the County's Master Transportation Plan, such parking shall be lined with active programmed space. When occurring along other public streets or along alleys, such above-grade parking shall be treated at a minimum with enhanced architectural facades.

The site currently contains 765 parking spaces; there are small garages located within each existing residential building that contain a combined 164 spaces, and there are 601 existing surface spaces. The applicant is proposing to construct parking garages below grade beneath all new buildings on the site; however, they are proposing 62 surface parking spaces as well as the existing above-grade garages within the two (2) existing towers as part of the redevelopment of the site. Retention of surface parking spaces has been a significant community concern throughout the site plan review process, and it is important to note the extent to which the applicant's proposal has changed throughout the process. The graphics below illustrate the evolution:

Figure 30: Evolution of Surface Parking within Proposal:



The applicant initially submitted a site plan application that requested retention of 283 surface parking spaces, including those configured as head-in spaces and parallel spaces. During the site plan review process after staff raised this issue and concerns were expressed from review participants, the applicant revised their proposal to request retention of 140 parking spaces (also including head-in and parallel spaces). The

applicant's current proposal provides 62 spaces, all of which are parallel.

As noted in the discussion section above, the Crystal City Sector Plan discourages surface parking because it can "degrade the quality of the built environment and [is] a suboptimal use of highly accessible urban land." Staff's primary analysis with respect to the surface parking at this site has been to ensure that to the extent any surface parking remains, it does not adversely impact the urban design qualities of the site being created by the new buildings and does not detract from the new open spaces being provided. In fact, the proposed parallel spaces interior to the block are all either located between buildings, and thus not visible from the public right of way or located along the extensive network of private internal driveways within the site (which are required to remain due to provide emergency vehicle access). In the cases where the parallel spaces are located along internal driveways, the addition of parallel parking spaces is a net positive in that it contributes to those driveways appearing and functioning more like true streets.

The sector plan further elaborates that "future surface parking lots are strongly discouraged in Crystal City, particularly in locations between the curb and the building façade." By removing all of the head-in parking spaces from the site, traditional suburban "parking lots" will not be created; there will be no surface parking located between the curb and building facades.

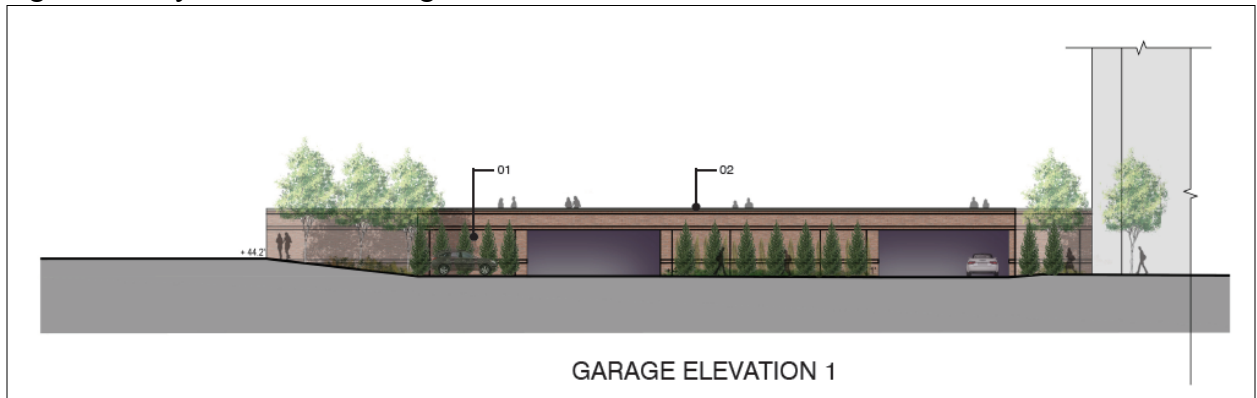
Furthermore, the subject site is fairly unique within Crystal City. Whereas the blocks east of Richmond Highway (and some of the blocks west) are contemplated to be developed with buildings covering a greater percentage of the site area, even a small number of surface parking spaces can have a detrimental impact on the relationship between structures and the public realm. In this case, the site is contemplated for infill development lining the edges of the site; surface parking spaces located between buildings does not result in the same detrimental impact to urban design as it would in other contexts. For these reasons, staff supports the applicant's proposal to provide 62 surface parking spaces. There will be no adverse impact to urban design as a result of the retention of these spaces.

Finally, the applicant worked with staff to pave a portion of the remaining surface parking spaces as pervious pavers, or "grass-crete." This is consistent with sector plan policy which recommends to "maximize sustainable stormwater strategies through the use of low-impact development practices, such as pervious paving ..." This strategy will ensure that the remaining surface parking will have as little environmental impact as possible.

In addition to the proposed surface parking spaces, the applicant is proposing to retain and expand the existing above-grade structured parking in each of the existing residential towers. The C-O-CC district only permits above-grade structured parking when it is lined with active uses. In the case of Crystal House 2, the applicant is expanding the roof of the garage to cover the existing surface parking lot and capture open space as a tenant amenity on the roof. Neither of the subject above-grade garages is located adjacent to the public right of way (although the Crystal House 2 garage is located adjacent to the Corner

Park). The applicant is proposing to treat the façade of the garage adjacent to the Corner Park with brick and stone material, and to screen with evergreen landscaping. The above-grade parking is mostly unrelated to the public realm and will not detract from the edge conditions of the site. The portion across from the public open space will be treated and screened to mitigate its impact. For these reasons, staff supports the applicant's request to modify this standard.

Figure 31: Crystal House 2 Garage Elevation:



Site Plan Features and Amenities: As noted above, the applicant is requesting 25.2 units per acre above the base density, which equates to 405 units. Staff analyzed the applicant's proposal as it relates to three (3) areas: 1) how the site plan amendment is mitigating site-specific development impacts; 2) how the site plan amendment is implementing site-specific sector plan and other policy recommendations, and 3) which extraordinary contributions are being made consistent with the recommendations of the Crystal City Sector Plan for density above the base.

Site-Specific Mitigations:

- Streetscape Improvements including street trees on all frontages
- Contribution to Public Art Fund/On-Site Public Art
- LEED Gold Certification
- Base Affordable Dwelling Unit Contribution
- In-Building Wireless Infrastructure
- Utility improvements
- Transportation Demand Management Measures
- Construction-related measures
- Dedication of site area within 18th Street South
- Dedication of easement area for signal improvements at South Fern Street and 18th Street South as part of County Capital Project (CC20).

Site-Specific Sector Plan Recommendations:

- Infill development that contributes to enhanced block structure and walkability, and completes transition to the western single-family neighborhood
- Contribution of 54,000 square feet of public park easement space, construction and maintenance of two (2) new public parks

- Construction and maintenance of a new tree-lined pedestrian walkway through the block linking 19th Street South on the west with 20th Street South on the east
- Construction and maintenance of a new protected bike lane along the project's South Eads Street frontage

Extraordinary Contributions per the Sector Plan:

- *Off-Site Transportation Improvements* – Construction and maintenance of a protected bike lane along the S. Eads Street frontage of the block between 15th Street South and 18th Street South (the Crystal Towers Block). If the applicant is unable to construct the cycle track due to needed encroachments into private property, the developer may choose to provide the County with the engineered designs for the project as well as a \$1.5 million contribution to the County for construction of this improvement.
- *Conveyance of Crystal House 5 to the County* – As discussed above, in lieu of providing 20 percent of the GFA of the units above the GLUP as on-site committed affordable housing units within the existing and proposed buildings on site, the applicant and staff have reached agreement for the applicant to convey the Crystal House 5 building to the County. The subject building is a seven (7)-story building containing 81 units (105,000 sf of GFA), and 119 parking spaces in two (2) below-grade garage levels. Once acquired, the County would formulate a plan for constructing this building to contain committed affordable housing. The County will have the option of developing the building as entitled, or in the future amending the site plan to increase the height to the permitted 110 feet, thus capturing more committed affordable units on site. Conveyance of Crystal House 5 to the County will result in a greater amount of committed affordable housing GFA than would have been possible had the developer retained ownership (and constructed) the units.

In addition to the opportunity for affordable housing at Crystal House 5, there is an opportunity to provide on-site public parking to support public uses such as the retail uses along 23rd Street South, which is incentivized in the Crystal City Sector Plan. The site plan will be entitled with a condition requiring that 35 of 119 parking spaces be provided as public parking. Currently, the plans show 13 surface parking spaces within the alley between Crystal House 5 and Restaurant Row and 23 spaces within the first level of the garage reserved for public parking. Staff will initiate a study of parking in the vicinity of 23rd Street to determine how on-street and off-street parking can be realized to support the needs of the Restaurant Row retailers and the general public.

PUBLIC ENGAGEMENT: The following reflects the County's outreach to affected communities:

Level of Engagement:

Communicate, Consult, and Involve: This level of engagement is appropriate because the applicant proposes a rezoning and a new site plan development.

Outreach Methods:

- Public notice was given in accordance with the Code of Virginia §15.2-2204. Notices of the County Board hearing on the proposal were placed in the November 19, and November 26, 2019, issues of the Washington Times for the December 14, 2019, County Board Meeting.
- Placards were placed in various locations surrounding the subject property within seven (7) days of the public hearing.

In addition to the above legal requirements:

- Individual letters outlining the project description and public hearing details were mailed to surrounding property owners of the subject property.
- The subject site plan is located within the Aurora Highlands Civic Association. Representatives from the Aurora Highlands, Arlington Ridge, and Crystal City civic associations participated in the Site Plan Review Committee (SPRC) process for the subject site plan amendment. Also present were representatives from the Crystal City Citizen Review Council (CCCRC), the Crystal City BID, and at the fourth SPRC meeting, representatives of Restaurant Row property and business owners.
- The SPRC held four (4) meetings for the subject site plan amendment. The first meeting included an overview of the proposed site plan amendment program from the applicant, an analysis of the site context and policy recommendations for the site from staff, and a discussion of land use, zoning, and site design. At the second meeting, the topics of discussion were: building architecture and open space. The third meeting focused on transportation, community benefits, and construction issues; the committee was also given an update on planning efforts for the Corner Park. The final meeting was held to provide an update to the committee on changes made to the plan since the third meeting; these included conversions of head-in surface parking to parallel, provision of public parking within Crystal House 5, and improvements to the alley behind Crystal House 5. Each meeting included a time set aside at the end for public comment.

Community Feedback: The following concerns were expressed by citizens during the SPRC process for the subject site plan amendment. Below is a summary of the major concerns expressed and staff response.

- *Loss of Mature Trees on Site:* During the course of the review of the subject site plan, concerns were expressed regarding the loss of existing mature trees on site. While it was acknowledged that the recommended building placement outlined in the sector plan would necessitate these losses, interest amongst participants was nevertheless expressed in finding alternative locations on the site for plantings. In some cases, participants expressed that the tradeoff of losing mature trees in certain locations of the site was not worth having new development.

The sector plan acknowledges that the first phase of redevelopment is likely to result in the loss of existing trees. Staff worked with the applicant and with the SPRC to identify areas of the site suitable to new plantings to offset the loss of existing trees. A few specific areas include the 20th/Eads Park, the Corner Park, the space between the Crystal House 7 and 8 townhouse-style units, and street trees on all frontages. Overall, more new plantings will be captured on this site than are trees being removed. And, while the loss of mature trees is an impact, there will be more pervious surface on the site than exists today.

- *Pedestrian Pathways through the Site:* Another concern raised by participants was the retention of existing pedestrian pathways through the site, specifically one (1) used by pedestrians to traverse the site to the corner of 18th Street South and South Eads Street to access the Crystal City Metro Station. Currently, due to the open nature of the site, pedestrians are able to walk directly to the corner of 18th Street South and South Eads Street. The construction of Crystal House 3 will have the impact of blocking that direct route through the site to the corner. The applicant has provided a break in the massing of the Crystal House 3 building near the building's corner with 18th Street South. The building contains entry and exit points for residents at this location. Citizens have expressed that a breezeway or public pedestrian pathway should be created through the building at this location.

Staff does not support creating a public access point at this location. The Crystal City Sector Plan recommends a pedestrian route through the site generally in the location in which it is being provided: the public will be able to traverse the site from 19th Street South and 20th Street South in the west to 20th Street South to the east, and then walk up South Eads Street to the metro station. There is no mention in the Sector Plan of providing a public route through the site in between Crystal Houses 1 and 3. Staff does not support making such a route public, since after development this area will be the location of parking, loading, and services for the buildings and not suitable for heavy pedestrian traffic. Rather, staff believes that the more appropriate public pedestrian routes through and around the site should be along designated pathways and sidewalks, which are being provided by the applicant in conformance with the recommendations of the Sector Plan.

- *Redevelopment of Commercial Parking Lot:* The Crystal House 5 building will be located on the site of an existing commercial surface parking lot owned by the applicant, containing 95 privately metered parking spaces available to the public. Property owners and restaurant tenants operating businesses on Restaurant Row have expressed concern about the removal of the subject parking lot due to its heavy use by patrons of Restaurant Row and the existing shortage of parking for many of the businesses along 23rd Street South. This topic was the subject of much of the discussion at the fourth SPRC meeting.

In order to understand the concerns in a more comprehensive manner, staff evaluated sector plan guidance, and conducted research into the existing conditions and zoning approvals in the vicinity. The subject parking lot is zoned RA6-15. It was originally

entitled by use permit for a transitional commercial parking use in 1981 and allowed 36 spaces to be used by the employees of C.E. Smith Co., the property owner at the time. The active use permit was approved by the County Board in 1995 for 95 spaces; at the time the lot was intended for use as visitor parking for the Crystal Houses development (although it was unrestricted and metered). A condition of that use permit required that 35 of those spaces be “reserved for use by the patrons of the commercial establishments located along South 23rd Street.” Notably, Restaurant Row property owners and restaurant tenants have expressed that they rely upon the entire lot for patron parking.

Restaurant Row consists of 28 retail businesses generally on the north and south side of 23rd Street South. The majority of the structures were built between 1920 and 1950, and thus they are classified as *legally* nonconforming with respect to parking from a Zoning Ordinance perspective. This means that the parking requirements in the Zoning Ordinance (one (1) space per six (6) restaurant seats) currently exceed that which was required when the uses were originally established. If one compares the existing off-street parking for Restaurant Row (approximately 161 spaces not including the 95-space parking lot owned by Roseland Residential) with the current Zoning Ordinance standards for parking, there is a theoretical 109-space deficit.

The Crystal City Sector Plan mentions Restaurant Row and the subject parking lot in several places. First, in the Existing Conditions chapter concerning the Aurora Highlands neighborhood, Restaurant Row is mentioned as “a major community asset” and that “parking challenges for Restaurant Row retailers need to be addressed.” The subject parking lot is recommended for redevelopment with residential, hotel, or retail development up to a maximum of 75 feet in height in the sector plan Master Plan. As a result, in both the West Side recommendations as well as the Building Heights recommendations, the sector plan provides a mechanism for achieving public parking at this site, which is to incentivize parking to support 23rd Street South retailers in exchange for allowance for an additional 35 feet of building height (a maximum of 110 feet). There is no *requirement* that the developer of the subject site choose to pursue the incentive, and indeed Roseland Residential submitted the subject site plan choosing *not* to pursue this incentive (requesting a 75-foot building instead). In addition, there is no requirement for a specific number of parking spaces to be provided to initiate the incentive for additional height.

When the concerns from Restaurant Row were expressed, staff worked with the developer to determine if public parking could be provided at this site. The applicant initially revised their proposal to request a 75-foot building on the subject site, and to provide 35 public parking spaces located in both the building’s garage and in the alley between Crystal House 5 and Restaurant Row. These 35 spaces were valued as part of the package for earning additional density at the site. As negotiations on the additional density package continued, staff and the applicant agreed to a new benefit whereby the Crystal House 5 site and entitlement will be conveyed to the County. Staff is recommending a site plan condition that will require a minimum of 35 public parking spaces be provided on the Crystal House 5 site. However, it is the County’s intention to conduct a study post-approval to evaluate the number of public parking resources needed

in the vicinity, and to right-size the amount of parking resources provided on the subject site at that time.

Staff is currently working on the scope of such a study, which could include:

- Data collection for on-street parking: curb space management and occupancy data
- Inventory and occupancy data for off-street parking
- Retail mode-split analysis

The outcome of such a study could consider several potential tools to address public parking needs in the vicinity: some amount of public parking on the Crystal House 5 site, potential changes to curb space management in the vicinity to encourage turnover for retail establishments, some other site with an available pool of off-street parking, and enhancement of connections for multimodal access to Restaurant Row.

- Redevelopment of Service Alley: Another concern expressed by Restaurant Row property owners and tenants was the fate of the existing service alley located on the Crystal House 5 site. Currently, the alley used by the restaurants on the eastern half of the block for services, loading and deliveries, and trash storage and collection is located entirely on the property owned by Roseland Residential (and no easement for use of the property by Restaurant Row tenants exists). Original iterations of the subject site plan included redevelopment of the alley and incorporation of it into the site as green space and surface parking. When concerns were expressed regarding the need for Restaurant Row to retain use of the alley, the applicant adjusted the site design to include an area delineating a dumpster pad and loading space, as well as surface parking spaces.

Meetings with abutting property owners and tenants on the design of this space has determined that the individual restaurants will likely need separate dumpster pads, which would result in a change in the striping of this space. Staff is recommending a condition that would require the developer of the site to provide a private easement to the property owners of the abutting parcels for the purposes of loading and deliveries, and trash storage and collection. The condition will also require a meeting with the abutting property owners and tenants to finalize designs for the space post-approval. The County, as ultimate developer of the Crystal House 5 site, will commit to ensuring that the loading, delivery, and trash storage and collection needs of the abutting tenants are met on this site.

- Corner Park Programming: A final concern expressed by Restaurant Row property owners and tenants was regarding the programming for the Corner Park. Based on input from the online form, staff noted that although there was interest expressed in adding a community garden in the corner, there were also concerns raised that this amenity would be used by only those 20 people who were able to get a plot. Staff proposed an alternative idea for including up to 10 fruit or nut bearing trees. Restaurant Row property owners and tenants have expressed concern regarding the potential for these trees to attract rodents. To address these concerns, staff is recommending condition language to

ensure that the species of fruit trees are as minimally-preferred by rodents to the extent possible. In addition, staff is recommending including language in the condition concerning the maintenance agreement with the developer to provide rodent and pest control services as a regular part of maintenance at the site.

Transportation Commission: The Transportation Commission heard the items associated with the subject development at its November 25, 2019 meeting. There were five (5) public speakers. Topics of discussion included details of the bicycle, pedestrian, and bus infrastructure on S. Eads Street and 18th Street South, concerns from Restaurant Row regarding the need for public parking and the study that staff will undertake, particularly including curb space management in the vicinity of the site, and the conveyance of Crystal House 5 to the County. The commission voted 11 – 1 – 1 to support the main motion to recommend approval of the subject rezoning, site plan amendment, and new site plan, with no amending motions.

Planning Commission: The Planning Commission heard the items associated with the subject development at its December 4, 2019 meeting. There were seven (7) public speakers and reports received from representatives of the Pedestrian Advisory Committee, the Parks and Recreation Commission, and the Site Plan Review Committee. Topics of discussion included surface parking and compliance with the zoning ordinance, pedestrian permeability through and around the site, public parking, open space, architecture, affordable housing, and site plan conditions. The commission voted unanimously with no amending motions to recommend approval of the subject rezoning and site plan amendment. The commission voted 11 – 1 – 1 to approve the main motion to recommend approval of the subject new site plan, with the following amending motions:

- **Motion #1:** The Planning commission moved that a) any allowed surface parking be adjacent to or across from park space; and b) any allowed surface parking be available for public use whenever any park located on the site is open.

Staff Response: Staff supports the applicant's proposal for 62 surface parking spaces on site, and the proposal for a site-wide parking ratio of 0.69 spaces per unit (without Crystal House 5) inclusive of those surface parking spaces. The proposed surface parking spaces do not detract from the site's urban design (which is the main recommendation of the Crystal City Sector Plan with respect to surface parking) because they are located between buildings and not visible from the public right of way or are located parallel along the internal service drive. The two (2) public parks to be located on site are local and neighborhood-serving parks, and it is not expected that they will generate a high volume of vehicular traffic. To the extent that users will drive to the parks there is ample street parking available on South Fern Street and 22nd Street South. Therefore, staff does not support this motion and is not recommending any refinements to the conditions to address this issue.

- **Motion #2:** The Planning Commission moved that the County Board direct the County Manager to conduct a multi-department study of 23rd Street South Restaurant Row district to address issues such as inconsistencies between the zoning ordinance and

certificates of occupancy and make recommendations that can preserve and protect its continued economic viability as per the Crystal City Sector Plan.

Staff Response: Staff recognizes the challenges that Restaurant Row retailers experience being legal nonconforming uses with respect to their parking; removal of the 95-space commercial parking lot at the Crystal House 5 site will not result in any new nonconformities and will not result in the revocation of any existing Certificates of Occupancy. Staff is recommending conducting a parking study for the area that includes evaluation of on-street parking resources and curb space management, off-street parking resources and public parking at Crystal House 5, and improved connections to alternative modes of transportation. Changes to the Zoning Ordinance are not part of the scope of this study and are not expected at this time. Therefore, staff does support committing to this recommended alternative scope of the study.

- **Motion #3:** The Planning Commission moved that the County Manager should not build the proposed Crystal House 5 under the approved entitlement, but rather begin a new SPRC process to take full advantage of the density available on the site and seek adjacent landowners in order to maximize the impact of affordable housing programming and set the appropriate amount of public parking to serve the area.

Staff Response: Staff does not support a commitment at this time to amend the site plan to maximize the number of affordable units at the site under the available density per the Crystal City Sector Plan. While staff acknowledges that this option is available and could be pursued, it is recommended that this decision be made after the County has identified a development partner (if one is desired) and a program for the building has been determined.

- **Motion #4:** The Planning Commission moved that the County Board should direct the County Manager to continue to work with the Pedestrian Advisory Committee and Civic Associations to consider further design options (mitigations) for the passageway (doorway) through Crystal House 3 site building that the applicant has offered that would provide direct access to the corner of 18th Street South and South Eads Street for all pedestrians walking through the site to Metro, Crystal City Underground, offices, and other key destinations.

Staff Response: Staff does not support the motion because the applicant's proposal provides sufficient permeability through the site for pedestrians in a manner consistent with the recommendations of the Crystal City Sector Plan. Staff finds that a public route between Crystal House 1 and Crystal House 3 is not necessary for pedestrian access and is not desirable due to that route being the location of parking and loading access for both buildings.

Housing Commission: The Housing Commission heard the items associated with the subject development at its December 5, 2019 meeting. The commission voted unanimously to recommend approval of the subject items.

CONCLUSION: The applicant is requesting a rezoning, site plan amendment, and new site plan to redevelop the Crystal Houses site with infill buildings along its edges. The subject site would be removed from SP #13 and the parcel (including the portion of the parcel on the Restaurant Row block) would be the subject of a new site plan. The proposed rezoning to C-O-CC is consistent with the GLUP, as the site is within the Crystal City Coordinated Redevelopment District and is thus eligible for rezoning to that zoning district. The proposed site plan is consistent with the recommendations of the Crystal City Sector Plan in that the proposed new buildings are consistent in their height, form, placement, use, and design with the recommendations of the plan. The applicant is also providing two (2) on site public parks consistent with the configuration and programmatic recommendations of the plan. The applicant is also providing new transportation infrastructure including improved streetscapes with street trees along all block frontages, a new protected bike lane along the site's South Eads Street frontage, and a public tree-lined pedestrian walkway through the site from 19th Street South to 20th Street South to the east. The applicant is requesting modifications of zoning ordinance standards for a lower residential parking ratio, which is consistent with County guidelines, and for above-grade parking. Staff supports the applicant's request because the above-grade parking is designed and located so as not to detract from urban design, environmental sustainability, or architectural features of the proposed site and buildings. The applicant proposes earning an additional and is providing appropriate site plan features and amenities to justify the additional density. Specifically, the applicant will be providing off-site transportation improvements and will be conveying Crystal House 5 to the County in lieu of on-site affordable dwelling units. While community concerns remain regarding the redevelopment of an existing commercial parking lot and the loss of publicly available parking, the County will study parking in the vicinity of the site and make recommendations regarding the precise amount of public parking to be provided at Crystal House 5. Staff finds that the subject rezoning and site plan amendment:

- A. Substantially complies with the character of the GLUP and the Crystal City Sector Plan, and with the C-O-CC; and
- B. Functionally relates to surrounding structures and streets, and is not injurious to property improvements in the neighborhood; and
- C. Is so designed and located that the public health, safety, and welfare are promoted and protected.

Therefore, staff recommends adoption of the attached ordinance to rezone the subject site from RA6-15 to C-O-Crystal City. Staff further recommends adoption of the attached ordinance to approve the minor site plan amendment to remove 1900 S. Eads Street (RPC# 36-018-014) from SP #13. Staff further recommends adoption of the attached ordinance to approve the subject new site plan to redevelop the site with four (4) new multifamily residential buildings and three (3) new sticks of townhouses for a total of 819 new units and 1,647 total on-site units and approximately 800 sf of retail, with modification of zoning standards for residential parking ratio, retention of surface parking, above-grade structured parking not lined with active uses, and other modifications necessary to achieve the proposed development, subject to the conditions of the ordinance.

REZONING ORDINANCE

WHEREAS, the County Board of Arlington County (“County Board”) finds that Crystal House Apartment Investors, LLC has requested a rezoning FROM RA6-15 (Multiple-Family Dwelling District) TO C-O-Crystal City (Mixed Use Crystal City District) for the property located at 1900 S. Eads Street (“Property”); and

WHEREAS, the County Board finds that the rezoning to C-O-Crystal City (Mixed Use Crystal City District) will be consistent with the General Land Use Plan Designation for the Property; and

WHEREAS, the County Board finds that the rezoning to C-O-Crystal City (Mixed Use Crystal City District) will achieve goals and objectives set forth in the Crystal City Sector Plan; and

WHEREAS, the County Board finds that the rezoning to C-O-Crystal City (Mixed Use Crystal City District) is required by public necessity, convenience, general welfare, and good zoning practice; and

WHEREAS, the Planning Commission held a duly advertised public hearing on the proposed rezoning of the Property on December 4, 2019, and recommended approval of the rezoning to C-O-Crystal City (Mixed Use Crystal City District) at that December 4, 2019 meeting; and

WHEREAS, the County Manager recommends approval of the rezoning to C-O-Crystal City (Mixed Use Crystal City District); and

WHEREAS, the County Board of Arlington County held a duly advertised public hearing on the proposed rezoning on December 14, 2019.

NOW THEREFORE, be it ordained, that the Property located at 1900 S. Eads Street (RPC #36-018-014) is hereby rezoned FROM RA6-15, Multiple Family Dwelling District TO C-O-Crystal City (Mixed Use Crystal City District), as shown on Plan Sheet C2.50 attached to this report and the map attached to this report (Z-2615-19-1).

SITE PLAN AMENDMENT ORDINANCE

WHEREAS, an application dated October 31, 2019 for a Site Pan Amendment for Site Plan #13 to remove the parcel of real property known as 1900 S. Eads Street (RPC #36-018-014) from the SP #13 site area, was filed with the Office of the Zoning Administrator; and

WHEREAS, the Planning Commission held a duly advertised public hearing on that Site Plan Amendment application on December 4, 2019, and recommended approval of the subject site plan amendment; and

WHEREAS, as indicated in Staff Report(s) prepared for the December 14, 2019 County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan on December 14, 2019 and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
 - **No modifications requested**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated October 31, 2019 for an amendment to Site Plan #13, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements (which drawings, etc.... are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment to remove the parcel of real property known as 1900 S. Eads Street (RPC# 36-018-014) from the SP #13 site area, for the parcels of real property known as 1900 and 1600 S. Eads Street, 590 15th Street S. (RPC#35-011-009; -010; -011 and 36-018-014) approval is granted and the parcels so described shall be used according to the Revised Site Plan Application.

SITE PLAN ORDINANCE

WHEREAS, an application dated October 19, 2018 for a new site plan #451, was filed with the Office of the Zoning Administrator; and

WHEREAS, the Planning Commission held a duly advertised public hearing on that Site Plan application on December 4, 2019, and recommended approval of the subject site plan amendment; and

WHEREAS, as indicated in Staff Report(s) prepared for the December 14, 2019 County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan on December 14, 2019 and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
 - **Residential Parking Ratio .7 spaces per unit**
 - **Above-grade surface and structured parking**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated October 19, 2018 for a new site plan #451, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition #2 below (which drawings, etc.... are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan to redevelop the subject site with four (4) new multifamily buildings and townhouse-style multifamily units containing 819 new units (1,647 total units on site) and 800 square feet of retail GFA, for the parcel of real property known as 1900 S. Eads Street (RPC# 36-018-014) approval is granted and the parcels so described shall be used according to the Revised Site Plan Application, and subject to the following conditions:

Note: Where a particular County office is specified in these conditions, the specified office includes any functional successor to that office. Where the County Manager is specified in these conditions, "County Manager" includes the County Manager or his/her

designee. As used in these conditions, the term “Developer” shall mean the owner, the applicant, and all successors and assigns.

The general sequence of permits is as follows: Demolition Permit; Land Disturbance Permit; Excavation, Sheeting and Shoring Permit; Footing to Grade Permit; and Final Building Permit. In the event that the Developer does not obtain all permits separately, the Developer agrees that the requirements for all permits as set forth or as otherwise may be modified in the conditions below will be included in the permit that is applied for up to and including those requirements set forth to be met before the permit that is being applied for has been issued. In the event that the Developer only applies for and receives a Final Building Permit, the requirements for the Demolition Permit; Land Disturbance Permit; Excavation, Sheeting and Shoring Permit; and Footing to Grade Permit must also be met prior to issuance of the Final Building Permit.

1. Overall Compliance Requirements

The Developer agrees that nothing in these conditions relieves the Developer from complying with all Federal, State and/or local laws and regulations. The Developer agrees that these conditions are valid for the life of the Site Plan. The Developer agrees to paste to all site development and building permit application drawings (not including interior alteration building permits i.e. electrical and plumbing), the site plan conditions as referenced in the approved minutes of the County Board meeting at which the Site Plan or any amendment to the Site Plan was approved. The Developer also agrees that no changes to the approved post-4.1 plans (referred to in Condition #3) shall be made in the field. The Developer agrees to obtain the Zoning Administrator’s review and approval of all post-4.1 plan changes, who will determine whether the changes are acceptable, need an administrative change, or require site plan amendment approval. Unless otherwise stated in the conditions below, all required submissions shall be filed with the Zoning Office.

2. Site Plan Compliance and Expiration

A. **Compliance (Life of the Site Plan)** The Developer agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1, and the revised plans dated November 25, 2019 and reviewed and approved by the County Board as part of the Site Plan approval (as used in these conditions, the term “Site Plan” shall refer to the approved special exception SP #451) and made a part of the public record on December 14, 2019, 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, except as specified in the conditions below.

B. **Expiration (Footing to Grade Permit)** If a Footing to Grade Permit has not been issued for the first building to be constructed pursuant to the approved Site Plan or Condition 42(B) has not been satisfied, then this Site Plan approval expires on December 30, 2022 unless otherwise extended by the County Board. Extension of this approval shall be at the sole discretion of the County Board. The Developer 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.

- C. The Zoning Administrator is authorized to administer and interpret the conditions of this Site Plan in the same manner as she administers and interprets the Arlington County Zoning Ordinance, but in no event shall such administration and interpretation allow the Zoning Administrator to alter, amend, waive, delete, or add any condition(s) to this Site Plan, except to the extent allowed under Section 15.5.3.C (“Administrative Change”) of the Arlington County Zoning Ordinance, as amended, or as provided for in the specific conditions of this Site Plan. The Zoning Administrator is authorized to enforce violations of the conditions of this Site Plan in the same manner as violations of the Arlington County Zoning Ordinance.

3. Post-County Board 4.1 Filing (Demolition and Land Disturbance Permits)

The Developer agrees to ~~file four~~ submit via the Permit Arlington system copies of a Site Plan and the Site Plan Specification Form called for in Administrative Regulation 4.1 within 90 days of the County Board approval, and before issuance of the Land Disturbance Permit or Demolition Permit. The Developer also agrees to submit four digital copies ~~on thumb drive or another comparable electronic format as approved by the Zoning Administrator, including final Site Plan drawings (JPEG, PDF, DWF, and DXF formats), color images of all renderings and photos of presentation boards (JPEG and PDF formats), and PowerPoint presentations (PPT format)~~ via the Permit Arlington system shown to the County Board, including any changes made during the County Board meeting, of the approved 4.1 plans. The submittal shall comply with the final approval of the County Board and with Administrative Regulation 4.1. No permits shall be issued for this Site Plan until the post-County Board 4.1 filings have been approved by the County Manager.

4. Site Plan Conditions Review Meeting (Demolition and Land Disturbance Permits)

The Developer agrees to request and attend, along with its construction team, a Site Plan Conditions Review Meeting coordinated by the Zoning Office prior to the issuance of any permits for the Site Plan. The meeting is intended to inform the Developer of the following: 1) requirements of each of the Site Plan conditions that apply to the approved Site Plan; 2) the general process and contacts for obtaining permits, including plan review and approval and overview of associated Site Plan compliance requirements; and 3) the potential need to attend additional pre-permit and pre-construction meetings coordinated by the Inspection Services Division (ISD) and the Department of Environmental Services (DES).

5. Multi-Building Phasing Plan (Demolition and Land Disturbance Permits)

The developer agrees that improvements shown on the Civil Engineering Plan and Final Landscape Plan (“Improvements”) shall be provided and operational prior to any tenant

occupancy of site plan buildings, unless otherwise stated in these conditions. For purposes of this condition, one stick of townhouses is the equivalent of one building. Prior to the issuance of any Demolition or Land Disturbance Permits, for site plans having more than one building, the developer may submit a phasing plan ("Phasing Plan") to the County Manager, for his review and approval, that permits phasing of construction of Improvements reasonably associated with one or more buildings (for example streetscape along the frontages of each building and landscape surrounding each building) in separate phases ("Phases"). The developer agrees that the County Manager will require certain Improvements to be constructed in certain phases in order to support the associated buildings and provide or maintain, during construction and between phases, good design and proper functioning of infrastructure (for example water and sewer, streetlight, or stormwater management facilities). The developer further agrees that no Phase of such Phasing Plan may consist of Improvements without an associated building. The developer agrees that installation and construction of such Improvements, and satisfaction of all requirements concerning property vacations and encroachments, in each associated Phase, shall be: a) constructed consistent with the approved Phasing Plan; and b) be completed per the timing for the applicable Phase pursuant to the applicable condition. The developer agrees to obtain approval from the County Manager of any revisions to the approved Phasing Plan prior to the issuance of any subsequent permits for the project.

The developer agrees that the phasing plan required by this Condition #5 shall be consistent with the following timing for delivery of the specified public improvements. The Zoning Administrator may, for good cause shown, with assurances from the developer, through the administrative change process, allow modifications to the timing of installation of all improvements based on the planting season, availability of plant materials, weather, or other construction-related issues, which may not permit installation of hardscape features, plant materials and/or street trees by the required timing.

- The approximately 31,456 square foot 20th/Eads Park (described in Condition #63) shall be delivered prior to the issuance of the final Certificate of Occupancy for Tenant Occupancy for Crystal House 3
- The approximately 23,295 square foot Corner Park (described in Condition #63) shall be delivered prior to the issuance of the final Certificate of Occupancy for Tenant Occupancy for Crystal House 4
- The portion of the protected bike lane constructed off-site (required by Condition #57) shall be delivered prior to the issuance of the final Certificate of Occupancy for Tenant Occupancy for Crystal House 3
- The mid-block pedestrian walkway (required by Condition #61) shall be delivered prior to the issuance of the final Certificate of Occupancy for Tenant Occupancy for Crystal House 8
- The masonry wall (required by Condition #62) shall be delivered prior to the final Certificate of Occupancy for Tenant Occupancy for Crystal House 7

6. Vacations and Encroachments (Demolition and Land Disturbance Permits)

- A. **Approval of Ordinance (Demolition and Land Disturbance Permits)** 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 site plan project, or any portion thereof, as shown on the plans referenced in Condition #2, prior to the issuance of Demolition and Land Disturbance Permits, with the exception of demolition or land disturbance permits solely for buildings and structures not owned by the County and not located on property within which the County has an interest.
- B. **Obtain Ordinance (Excavation, Sheeting and Shoring Permit)** Further, 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 the Developer has first, before any Excavation, Sheeting and Shoring Permit is issued: 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).
- C. **Phasing of Vacation(s) and/or Encroachment(s).** Completion of the requirements and conditions of Vacation and/or Encroachment Ordinance(s) associated with and/or required to build the site plan project may be phased pursuant to a Phasing Plan approved per Condition #5, provided that:
- i. Density from the vacated area is not required to support the density approved by the site plan;
 - ii. Each pertinent phase is limited to construction of a separate structure or facility located on a discrete physical area of the site plan property for which separate building permits can be issued; and
 - iii. The County Board has enacted separate Ordinance(s) of Vacation and/or Encroachment applicable solely to such approved phase; and
 - a. Each such Ordinance has its own separate conditions, including any designated compensation; and
 - b. The conditions of each such Ordinance can be satisfied without negatively affecting the existing utilities or public infrastructure serving the site plan property or any surrounding properties.
- Any phased completion of the requirements of a Vacation and/or Encroachment Ordinance shall not affect or change the timing of completion of all conditions set forth in the Ordinance, or the timing of completion of all conditions set forth in any other Vacation and/or Encroachment Ordinance required to build the site plan project.

7. Tree Survey, Tree Protection Plan, and Tree Protection Bond (Demolition and Land Disturbance Permits)

- A. **(Demolition and Land Disturbance Permits)** The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbance Permits, as part of the Civil Engineering Plan:

- 1) **Tree Survey.** Complete a tree survey which meets the standards set forth below in subparagraph C, and consistent with the Chesapeake Bay Preservation Ordinance (County Code 61).
- 2) **Tree Protection Plan.** Submit to, and obtain the County Manager's review and approval of a tree protection plan for those trees identified on the tree protection plan to be saved according to the standards set forth below in paragraph C, and consistent with the Chesapeake Bay Preservation Ordinance (County Code 61).
- 3) **Bond Estimate.** Upon approval of the tree protection plan, the Developer agrees to submit to and obtain the Department of Parks and Recreation's (DPR) review and approval of, a bond estimate for the trees to be saved based upon Arlington County's Tree Replacement Formula or an amount approved by the County Manager. The Developer agrees to protect all trees designated to be saved on the tree protection plan, and those specified to be saved by the approved Site Plan and shown on any filing in connection with this Site Plan.
- 4) **Bond.** Upon approval of the bond estimate by the County Urban Forester, the Developer agrees to submit to DPR a bond, in the form of cash or letter of credit in the approved amount of the estimate, and the approved tree protection plan.

B. Tree Replacement and Tree Replacement Bond for Preservation of Trees on Developed or Adjacent Property (Post Master Certificate of Occupancy Permit)

- 1) **Tree Replacement.** Unless otherwise specified, any tree required to be saved pursuant to this condition, which dies, as determined by the County's Urban Forester, prior to or within three (3) 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. Failure to provide the required number of replacement trees on site shall cause default of the Tree Protection Bond. The County shall draw from the Tree Protection Bond the bonded amount for each dead or removed tree not adequately replaced. All funds drawn from the bond shall be placed in the County's Tree Canopy Fund.
- 2) **Final Inspection & Bond Release.** The Developer agrees to request a final inspection of all trees required to be preserved, consistent with the approved Tree Protection Plan, three (3) years after the issuance of the Master Certificate of Occupancy. The bond will be released upon satisfaction of all tree protection requirements, including preservation of protected trees.

C. Tree Protection and Tree Protection Plan Standards

- 1) The tree survey shall show existing conditions of the site and locate and identify all trees which are three (3) inches in diameter or greater. The survey shall include any tree on adjacent sites whose critical root zone extends onto the subject site.

- 2) The tree protection plan will designate any trees proposed to be saved by the Developer. This plan shall include any tree on adjacent sites whose critical root zone 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. At a minimum, this plan shall include:
 - a. Detailed specifications for any tree walls or wells proposed.
 - b. A description of how and where building materials and equipment will be stored, and a description and map of construction travel routes, during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.
 - c. The location of all construction trailers, which may not be located within any tree protection area.

8. Construction Trailers Located in Whole or In Part on Private Property (Demolition and Land Disturbance Permits)

The Developer agrees, if there are to be construction trailers located on private property either in whole or in part, to submit and obtain the approval of the Zoning Administrator of a construction trailer plan, which shall show the location of construction trailers, prior to the issuance of the Demolition and Land Disturbance Permits, and prior to locating any trailers on the site. The plan may show construction trailers located within the setback area as long as they are not located in the vision obstruction area or tree protection area.

9. Photographic Record of Development (Demolition and Land Disturbance Permits)

- A. 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, for placement in the Arlington County Library Community Archives. These submissions shall comply with the standards provided in subparagraph B below.

The photographic record shall include photos taken at the following points in construction, and photos shall be submitted before issuance of the permit specified in each sub-paragraph below:

- 1) **(Demolition and Land Disturbance Permits)** Before issuance of the Demolition and Land Disturbance Permits for the site – 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 #34 33 below.

- 2) **(Footing to Grade Permit)** Before issuance of the Footing to Grade Permit – Photos of Site Clearance: Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.
- 3) **(Shell and Core Certificate of Occupancy)** Before issuance of the Shell and Core Certificate of Occupancy– Photos of Construction Phase: At a minimum, views of the site during excavation, upon construction of the first floor above grade, at topping out, and during the exterior cladding phase.
- 4) **(Master Certificate of Occupancy)** Before issuance of the Master Certificate of Occupancy – Photos of Site Completion: 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. Photographs on compact disc must be submitted in addition to print copies of photographs and the photo contact sheet.

B. Photographic Record of Development Submittal Standards

All photographic records shall be submitted as either 8” x 10” prints on photographic paper, on thumb drive, or another comparable electronic format as approved by the Zoning Administrator, and must be date stamped. The photographs shall be either color or black and white.

10. Construction Related Measures (Demolition and Land Disturbance Permits)

A. Maintenance of Traffic Plans

- 1) All Maintenance of Traffic Plans (MOT) for this site plan shall include the hours permitted for construction activities in the public right-of-way. Construction activity within the public right-of-way may occur between 9:00 a.m. and 3:30 p.m., Monday through Friday and/or between 10:00 a.m. and 6:00 p.m. on weekends and holidays. Construction activity within the public right-of-way shall not occur between 6:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:30 p.m., Monday through Friday. The foregoing construction hours may be modified by the County Manager if he/she finds that, 1) for right-of-way improvements required by the site plan, construction activity must be conducted outside the hours stated above in order to avoid disruption of traffic or other transportation systems; or 2) the construction activity requires certain utility work and/or street closures outside the hours stated above. “Holidays” are defined as New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day. The Developer agrees to place a minimum of one sign per street front around the site indicating the permissible hours of construction within the right of way, to provide a written copy of such hours of construction to all subcontractors, and to require its subcontractors to observe such hours.
- 2) The Developer agrees to maintain a 5-foot minimum clear width pedestrian access along S. Eads Street, S. Fern Street, 18th Street S., and 22nd Street S. once constructed, adjacent to the site throughout construction. Exceptions may be

made during an emergency as defined in condition #13.C, when the County Manager has determined that pedestrian access adjacent to the site should be limited for safety reasons, and/or for such limited periods as are unavoidable for utility upgrades or construction of the sidewalk along S. Eads Street, S. Fern Street, 18th Street S., and 22nd Street S. once constructed.

- 3) The Developer agrees to: a) submit one (1) copy of each approved Construction Hauling Route Plan to the Zoning Administrator and; b) document to the Zoning Administrator that the Developer has provided one (1) copy of each approved Construction Hauling Route Plan to the Crystal City, Aurora Highlands, and Arlington Ridge Civic Associations and one (1) copy to the Arlington County Police Department. Copies of plans or maps shall also be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project.

B. On-Site Construction Activity Hours (Demolition and Land Disturbance Permits to Throughout Construction of the Site Plan)

On-site construction activity, including, by way of illustration and not limitation, delivery of materials and equipment, except for construction worker arrival to the construction site and indoor construction activity, shall commence no earlier than 7:00 a.m. and end by 9:00 p.m. on weekdays, and shall commence no earlier than 9:00 a.m. and end by 9:00 p.m. on weekends and holidays. 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. The Developer may submit to the Zoning Administrator, through the 4.1 administrative change process, a request to permit on-site construction activity during hours other than those identified above. The Zoning Administrator may approve such request only if the Developer can show that the on-site construction activity requires certain utility work and/or street closures outside the hours stated above. "Holidays" are defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. The Developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of on-site construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of on-site construction to all subcontractors, and to require its subcontractors to observe such hours.

- C. Maintenance of Street Surfaces.** The Developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the Developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The Developer agrees to ensure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the Developer, the Developer's contractors, or private utility companies for work associated with this

Site Plan. 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. 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. All temporary street patching shall be performed per Arlington County Construction Standards and Specifications

- D. **Temporary Lighting Plan.** During construction the Developer agrees to provide adequate temporary lighting for roadway users, including pedestrian and vehicular traffic, along all frontages of the development site, including the interiors of covered pedestrian walkways. Lighting levels shall conform to minimum luminance levels approved by the County, based on the Arlington County Lighting Specifications. The Developer agrees to submit and obtain approval of, a temporary lighting plan prior to issuance of the Demolition and Land Disturbance Permits. 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. The approved temporary lighting plan shall be implemented prior to issuance of the Excavation Sheeting and Shoring Permit and prior to the shut-down or removal of any existing lighting and operated from implementation until lighting fixtures as approved in Condition #19 are in place and operational around the perimeter of the site.
- E. **Off-Street Parking for Construction Workers (Demolition and Land Disturbance Permits).** The Developer agrees to develop and submit to the Zoning Administrator a plan for off-street parking for construction workers prior to the issuance of the Demolition and Land Disturbance Permits. The Developer agrees to obtain the review and approval by the Zoning Administrator of such plan prior to the issuance of the Excavation, Sheeting and Shoring Permit. The Developer agrees that the plan shall provide for off-street parking and shall be provided for all construction workers, including sub-contractors, 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. The Developer agrees to implement the approved plan throughout all phases of construction on the project. If the plan is found to be either not implemented or violated during the course of construction, a notice to correct the violation will be issued to the Developer. If the violation is not corrected within ten (10) days, appropriate enforcement actions will be taken in accordance with Article 17 of the Zoning Ordinance. The Developer agrees that the plan shall include the following:
- 1) The location of the parking to be provided at various stages of construction.

- 2) The number of parking spaces that will be provided at various stages of construction.
- 3) The number of construction workers that will be assigned to the work site at various stages of construction.
- 4) Mechanisms which will be used to encourage the use of Metro, carpooling, vanpooling, and other similar efforts.
- 5) The 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.
- 6) The contact person responsible for communicating parking and transportation options to workers.

11. Intentionally Omitted

Residential Relocation (Demolition and Land Disturbance Permits)

- A. ~~The Developer agrees to submit to the County Manager or his designee and the Zoning Administrator evidence of compliance with this condition prior to the issuance of the Demolition and Land Disturbance Permits. Such evidence includes an approved [insert name of project] Relocation Plan, which provides for relocation payments and relocation services to “eligible” tenants displaced by the construction of this Site Plan project. The Developer agrees that evidence of compliance with this condition shall first be reviewed and approved by the County Manager or his designee prior to submission to the Zoning Administrator.~~
- 1) ~~The [insert name of project] Relocation Plan shall be in accordance with and in a form prescribed by the Arlington County Tenant Relocation Guidelines, adopted by the County Board on [insert date], and as amended from time to time.~~
 - 2) ~~The [insert name of project] Relocation Plan shall be developed in consultation with County staff and recommendations from the Tenant Landlord Commission.~~
 - 3) ~~The [insert name of project] Relocation Plan shall be submitted for approval by the County Manager or his designee no later than three (3) months prior to the issuance of the 120-day written notice to vacate.~~
- B. ~~The developer agrees that tenants who are residents of the existing property at the time the [insert name of project] Relocation Plan is submitted for approval, and who are in compliance with their leases, are considered “eligible” for relocation payments and relocation services.~~
- C. ~~The developer agrees to provide written notification of ineligibility for relocation payments and relocation services to any tenant who executes a lease after the [insert name of project] Relocation Plan is submitted for approval. The notification and~~

acknowledgement of ineligibility will be provided to the tenant at the time the lease is executed.

- D. All tenants must receive a minimum of 120 days written notice to vacate, including month to month tenants and tenants who execute leases after the [insert name of project] Relocation Plan is submitted for approval. In cases where State law requires 120-day notice to vacate (displacement from multi-family buildings containing four or more units), the 120-day notice shall not be contained in the lease, but shall be a separate writing.
- E. ~~[Insert if applicable] Tenant Assistance Fund:~~ The Developer agrees to establish, either through a written agreement with the County or on its own, a Tenant Assistance Fund [TAF] in compliance with the County's TAF Policy adopted on [insert date], and as amended from time to time.

12. Intentionally Omitted

Retail Relocation (Demolition and Land Disturbance Permits)

The Developer agrees to submit to and obtain review and approval from the Zoning Administrator evidence of compliance with the terms of this condition prior to the issuance of the Demolition and Land Disturbance Permits. The Developer agrees that such evidence of compliance shall first be reviewed and approved by Arlington Economic Development (AED) prior to submission to the Zoning Administrator. The Developer agrees to provide the following relocation assistance to 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 agrees to refer, in writing, the following retail tenants identified during the public review process to AED for information on available commercial space in the County, business counseling services, appropriate business workshops, and assistance in leasing: _____. A copy of the correspondence shall be provided to AED as part of the evidence of compliance with this condition, prior to submission to the Zoning Administrator.
- C. 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.

13. Community Outreach During Construction (Demolition and Land Disturbance Permits)

The Developer agrees to comply with the requirements of this condition prior to the issuance of the Demolition and Land Disturbance Permits, and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.

- A. **Community Liaison.** The Developer agrees to identify a person(s) who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site or readily accessible throughout the hours of construction, including weekends. The name, e-mail address and telephone number of the individual(s) shall be provided in writing to residents, property managers and business owners whose property abuts the site (including the Crystal City, Aurora Highlands, and Arlington Ridge Civic Associations), and to the Zoning Administrator, and shall be posted at the entrance of the project.
- B. **Community Meeting.** Before commencing any clearing or grading of the site, the Developer agrees to hold a community meeting with those whose property abuts the project to review the Construction Hauling Route Plan, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, temporary lighting plan, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative shall be notified in advance of the meeting date 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.
- C. **Temporary Closures of Any Traffic Lanes (Demolition and Land Disturbance Permits – 7 days in advance of street closures)** The Developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, 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, unsecured 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, utilities work, or similar situations.
- D. Throughout construction of the project, the Developer agrees to advise abutting property owners in writing (or, by mutual agreement, email) of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.

14. Construction Site Maintenance Requirements (Demolition and Land Disturbance Permits to Throughout Construction of the Site Plan)

- A. The Developer agrees to the following site maintenance requirements during construction of the site plan:

- 1) That the site and any buildings located within it are secured and kept in a well-maintained condition after County Board approval of the site plan and throughout construction, consistent with the requirements outlined below in this condition. This shall include, but not be limited to, maintaining landscaping, keeping the grass mowed, removing litter and debris from the site, and properly disposing of recyclable materials.
- 2) Maintain access on the site for fire emergency vehicles including access to existing fire hydrants and fire department connections.
- 3) In the event that construction activity on the site or portions of the site ceases for a period of ten (10) consecutive months, then the Developer shall prepare, and receive the approval of the County Manager, of an interim condition plan for site improvements only in the event that such improvements are intended to include more than permitted landscaping, fencing, and publicly accessible pathways, and that such interim condition plan will be implemented within twelve (12) months of the dates that construction activities on the site or portions of the site have ceased or not yet begun.
- 4) At the end of each work day during construction of the project, any streets used for hauling construction materials and entrance to the construction site shall be free of mud, dirt, trash, allaying dust, and debris, and all streets and sidewalks adjacent to the construction site shall be free of trash and debris.

B. Storage of Construction Materials (Throughout Construction of the Site Plan)

The Developer agrees that storage of construction materials, equipment and vehicles shall occur only on the site. The Developer may submit a request for the County Manager's review and approval of an off-site location, which the County Manager may approve provided that he/she finds that the storage of construction materials equipment and vehicles do not adversely impact the public health or safety of the off-site location.

15. Historic Sites (Demolition and Land Disturbance Permits) In the event the site contains a building that is identified and/or surveyed by Arlington County's Historic Preservation Program, the Developer agrees to the following:

- A. Develop, submit, and obtain review and approval by the County Manager of a plan for the salvage and re-use or recycling of building elements and materials from the existing building(s) proposed to be demolished, prior to the issuance of the Land Disturbance or Demolition Permits.
- B. Implement such plan throughout the respective phases of construction.
- C. Contact by written notice and permit the staff of the Historic Preservation Program to inspect the property and the existing building(s) to identify those historic building elements and materials to be salvaged and/or re-used. Provisions for such salvage and/or re-use shall be incorporated into the plan.

- D. Contact local firms/organizations that may be interested in removing these materials without expense to the Developer prior to demolition of the buildings, and submit evidence of compliance with the terms of this condition to the County's Historic Preservation Program staff before any demolition is initiated. If, as a result of the Developer's efforts, there is little or no interest by local firms/organizations to remove these materials, then the Developer agrees to pay for a recycling contractor or other licensed contractor to have the identified building elements and materials that are marked for salvage and/or re-use to be removed from the building and the site.

Further, the Developer agrees that if historic buildings, as identified and/or surveyed by Arlington County's Historic Preservation Program, are located on the site, then photographic documentation shall be provided consistent with Historic American Building Survey (HABS) standards.

16. Intentionally Omitted

~~Green Building Fund Contribution (Demolition and Land Disturbance Permits)~~

~~The Developer agrees to make a contribution to the County's Green Building Fund of \$_____ (\$0.045 X _____ square feet) prior to the issuance of the Land Disturbance and Demolition Permits. The payment shall be made out to Treasurer, Arlington County, and delivered to the Department of Environmental Services, Office of Sustainability and Environmental Management (OSEM). 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 Developer.~~

17. Public Art (Demolition and Land Disturbance Permits)

The Developer agrees to either commission public art or provide a public art fund contribution as set forth below.

A. Commissioning Public Art (Demolition and Land Disturbance Permits)

Commission Professional Artist. The Developer agrees to follow the *Public Art Program Guidelines for Site Plan/Developer Projects* for commissioning art on-site. The Developer agrees to commission a professional artist to create public art for a minimum cost of \$75,000 per multifamily building, with the exception of the Crystal House 5 building (\$225,000 total), inclusive of artist fees, artist travel/expenses, fabrication, transportation, and installation, but exclusive of art consultant fees, fees for coordinating with artist or with other design professionals on the project (architect, landscape architect, engineer, etc.), and other in-house costs or fees. If the commission is made more than 12 months after Site Plan approval, the minimum cost 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 the first day of the month on which the contribution is made. The public art shall support the themes and priorities discussed in the Public Art Master Plan (adopted

December 2004) and the goals of the Public Art Policy (adopted September 2000). The developer retains ownership of the work of art and is responsible for its maintenance in perpetuity. The developer agrees that the artwork cannot be relocated or removed without approval by the County Manager. Should the owner desire to permanently remove the artwork from the site, the removal must go through a formal de-accessioning process, per the *Public Art Program Guidelines*, as may be amended from time to time. Should an artwork be permanently removed from the site, it should be replaced by (a) a new artwork of equivalent or greater cost increased by the same percentage as the percentage change in the CPI-U since issuance of the Partial Certificate of occupancy for any part of the top floor of the building, and, approved through the standard approval process for site plan negotiated on site public art projects, or; (b) a contribution to the Public Art Fund of \$75,000 per multifamily building, with the exception of the Crystal House 5 building (\$225,000 total) or the original required contribution amount in Condition #17.B., increased by the same percentage as the percentage change in the CPI-U since issuance of the Partial Certificate of occupancy for any part of the top floor of the building.

The Developer agrees to complete the following Public Art Requirements before the issuance of the indicated permit/milestone:

- 1) **Artist Approval (Demolition and Land Disturbance Permits)** The Developer agrees to obtain approval of its choice of artist from the Arlington Commission for the Arts/Public Art Committee (ACA/PAC) prior to issuance of the Demolition and Land Disturbance Permits.
- 2) **Art Proposal Approval (Excavation, Sheeting and Shoring)** The Developer agrees to obtain approval of the art proposal from the ACA/PAC prior to issuance of the Excavation, Sheeting and Shoring Permit.
- 3) **Re-submit Art Proposal if necessary (Footing to Grade)** The Developer agrees to resubmit to the County Manager if necessary, the art proposal, which shall reflect any revisions made in response to recommendations made by ACA/PAC, prior to issuance of the Footing to Grade Permit.
- 4) **Installation (Partial Certificate of Occupancy for top floor of building)** The Developer agrees that installation of the public art shall be completed prior to the issuance of the Partial Certificate of Occupancy that permits occupancy of any part of the top floor of the building.

In order to promote integration of the public art with other elements of the Site Plan, and to enable the County to review plans for the location of the art, the Developer agrees to represent the public art on the Final Landscape Plan, building elevation or other plan that includes the site of the art, in the normal course of submission of such plans as provided for in these Site Plan conditions. The plan(s) on which the art is represented will be determined based upon the art's chosen location within the Site Plan.

B. Public Art Fund Contribution (Final Building Permit)

If the Developer chooses to make a contribution of \$75,000 per multifamily building, with the exception of the Crystal House 5 building (\$225,000 total) to the Public Art Fund to fund County-initiated public art projects in the Crystal City metro/or other specified area in lieu of commissioning public art through the process set forth above, then the Developer agrees to notify the County Manager in writing, and make the total financial contribution, prior to issuance of the Final Building Permit. If the contribution is made more than 12 months after Site Plan approval, the contribution amount shall be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U), from the date of the initial County Board approval of the Site Plan to the first day of the month on which the contribution is made.

18. LEED Credits and Sustainable Design Elements (Demolition and Land Disturbance Permits)

The Developer agrees to obtain LEED credits and implement sustainable design elements as described and required below:

For Development with Bonus Density for LEED Design and Construction, and Energy Star Post-Occupancy Building Certification

1) LEED Certification.

- a. The Developer agrees to include a LEED® Accredited Professional (LEED-AP) as a member of the design and construction team. The team will incorporate sustainable design elements and innovative technologies into the project so that numerous project components will earn the Developer points under the U.S. Green Building Council's LEED green building rating system. Specifically, the Developer agrees to meet the requirements for all LEED Prerequisites and achieve at least the number of LEED credits necessary to achieve LEED certification at the Gold level using the LEED NC version 4 Multifamily Midrise green building rating system for the multifamily buildings and the LEED version 4 Homes rating system for the townhomes, or a more recent version as approved by the County Manager.

As part of the LEED certifications, the Developer agrees to achieve the following "Arlington Priority" credits:

- For the multifamily buildings, at least a 15% improvement in building energy performance (ten (10) points) from LEED EA credit "Annual Energy", to be defined as a 15% improvement over ASHRAE 90.1-2010.
- For the townhomes, at least a 15% improvement in building energy performance or a HERS score of 62 or below (thirteen (13) points), to be defined as a 15% improvement over ASHRAE 90.1-2010.
- EnergyStar score of at least 75 (multifamily only, see 18.2 below)

The Developer agrees to submit all appropriate documentation to the USGBC (or their designee) for review and evaluation for LEED certification.

(1) **(Shell & Core Certificate of Occupancy)** The Developer agrees that for residential development:

- (a) **ENERGY STAR appliances.** All of the following types of appliances, fixtures, and/or building components initially installed in the residential units in the project shall have earned the U.S. EPA's ENERGY STAR label (or equivalent as approved by the County Manager): clothes washers, dishwashers, refrigerators, and ceiling fans. Residential units will comply with the EPA's Advanced Lighting Package (or equivalent as approved by the County Manager). The Developer agrees to submit to the County Manager documentation sufficient to confirm that such components are ENERGY STAR qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.
- (b) **WaterSense fixtures.** All the following fixtures initially installed in the residential units in the project shall have earned the U.S. EPA's WaterSense label (or equivalent as approved by the County Manager): toilets, showerheads, and bathroom sink faucets. The Developer agrees to submit to the County Manager documentation sufficient to confirm that such components are WaterSense qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.

(2) **Report Submittals.** The Developer further agrees to submit to the Department of Environmental Services (DES) (with notification of submission to the Zoning Office), reports prepared by the LEED-AP and documentation upon request to substantiate the report. Such reports will be submitted prior to the issuance of each of the following permits or certificates of occupancy for construction of the project (with appropriate updates as the project progresses) and will summarize the efforts to date of the inclusion of the sustainable elements within the project:

- (a) Demolition and Land Disturbance Permits
- (b) Excavation/Sheeting & Shoring Permit
- (c) Above-Grade Building Permit
- (d) Shell and Core Certificate of Occupancy
- (e) Partial Certificate of Occupancy for occupancy of the last floor of space
- (f) Master Certificate of Occupancy

(3) **Site Visits (First Partial Certificate of Occupancy for Tenant Occupancy)** The Developer agrees to permit and cooperate with site visits

as requested by the County Manager to verify that all LEED components as agreed to as part of this Condition #18 have been included in the project.

- (4) **LEED-AP Verification (Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide a verification letter from the Development Team's LEED-AP prior to issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued. The verification shall state that all the prerequisites and the minimum number of LEED credits, as set forth above in the reporting mechanisms, have been incorporated into the building for which the Certificate of Occupancy permit has been issued, and that, in the professional's opinion, the project will qualify for at least a LEED Gold Certification as outlined in LEED version 4 or a more recent version.
- (5) **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** For each phase of multifamily development (Crystal Houses 3,4, and 6), the Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of \$1,317,897 per phase [$(\$60 \text{ per s.f.}) \times (146,433 \text{ s.f. of LEED bonus density} / 5 \text{ phases of development}) \times 0.75$] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued for each phase guaranteeing that, within twenty-four (24) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued for each phase, the Developer will have received from the U.S. Green Building Council its LEED Gold certification. For each phase of townhouse development (Crystal Houses 7 and 8), the Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of \$1,317,897 per phase [$(\$60 \text{ per s.f.}) \times (146,433 \text{ s.f. of LEED bonus density} / 5 \text{ phases of development}) \times 0.75$] prior to the issuance of the first Certificate of Occupancy for any townhouse in each phase guaranteeing that, within twenty-four (24) months from the date of the issuance of the first Certificate of Occupancy for any townhouse in each phase, the Developer will have received from the U.S. Green Building Council its LEED Gold certification for all townhouses in that phase. For each phase of development (Crystal Houses 3,4,6,7, and 8) if the total number of LEED points earned by that date through certification is less than the number of points required to achieve the agreed upon LEED certification level, or if the Developer misses any "Arlington Priority" credits listed above, the Developer shall automatically forfeit a percentage of the financial security as follows:

Points missed	Percentage of financial security forfeited
1-2	25%
3-4	50%
5- 6	75%

For each phase, should the Developer miss seven (7) or more points within the twenty-four (24) month period (unless due to delay related solely to the USGBC), the Developer shall automatically forfeit 100 percent (100%) of the security. The forfeited amount shall be paid to the County within 30 days of the date of notification from the USGBC. The Developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County.

2) ENERGY STAR Building Certification

- a. In addition to LEED Gold certification for new construction for the multifamily building(s), the Developer agrees to meet the requirements and achieve the US Environmental Protection Agency's (USEPA) ENERGY STAR certification for each multifamily building ~~for the building(s)~~ with an ENERGY STAR score of at least 75. The certification will be based on 12 months of actual energy utility data and the Developer agrees to complete all data tracking, documentation, and verification required to earn the ENERGY STAR certification.
- b. The Developer agrees to permit and cooperate with site visits by the County Manager to verify progress, and will upon request, provide documentation to substantiate the certification. The Developer also agrees to submit all appropriate documentation to the US EPA (or their designee) for review and evaluation for ENERGY STAR certification in sufficient time to achieve ENERGY STAR certification within forty-eight (48) months after issuance of the Partial Certificate of Occupancy for any space on the last floor for which a Certificate of Occupancy is issued.
- c. **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** For each phase of multifamily development (Crystal Houses 3,4, and 6), 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 \$732,165 per phase [$(\$60 \text{ per s.f.}) \times (146,433 \text{ s.f. of bonus density}) / 3 \text{ phases of development} \times 0.25$] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, guaranteeing that, within forty-eight (48) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the US EPA its ENERGY STAR certification with a score of at least 75. For each phase, if the ENERGY STAR score of 75 is not earned within 48 months of the date of the

issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer agrees that it shall automatically forfeit one hundred percent (100%) of the financial security.

3) Energy Reporting (March 31st of year after issuance of Partial Certificate of Occupancy of last floor) For the multifamily buildings, the Developer agrees to provide a complete ENERGY STAR Portfolio Manager report (or equivalent as approved by the County Manager), as outlined in County guidelines entitled “Submission Requirements for Development with Portfolio Manager Conditions,” for the project each year for a period of ten (10) years. The first report shall be due on or before March 31 of the year following issuance of the Partial Certificate of Occupancy of the last floor of space. The Developer agrees to install energy monitoring equipment capable of tracking whole building energy use data.

4) The Developer agrees that the LEED points referenced in this condition for new green building design and construction refer to the LEED version 4 rating system. If the Developer requests to use an updated version of LEED, then any changes to the point valuations incorporated into future updates to the LEED Green Building Rating System must equal or exceed the requirements outlined in LEED version 4.

5) The Developer agrees to permit the County Manager or designee to access the USGBC and ENERGY STAR records for the project, and to provide the County Manager with such authorization as may be necessary to allow such access. Should there be a dispute between the County and the Developer as to whether any sustainable element has properly been included in the development so as to qualify for the applicable number of LEED rating system or ENERGY STAR points, the County and the Developer will select a mutually agreeable third-party LEED-accredited individual, or other person with substantial experience in the LEED system or ENERGY STAR as approved by the County Manager, and accept the determination of that individual as to whether the Developer has qualified for those points. If the third-party person determines that the sustainable element has properly been included, the County will issue the permit. Such a determination shall in no way relieve the Developer of the obligation to achieve the level of certification called for in this condition.

6) The Developer agrees that all sustainable design elements and innovative technologies incorporated into the project for which the Developer earned points under the USBGC’s LEED green building rating system, or an equivalent element as approved by the County Manager, shall remain as part of the Site Plan for the life of the Site Plan.

19. Civil Engineering Plan (Land Disturbance Permits)

A. Submission and Approval (Land Disturbance Permits)

1. Submission (Land Disturbance Permits) The Developer agrees to submit a complete set, as determined by the Department of Environmental

Services, of a Civil Engineering Plan for each applicable phase of the project consistent with the approved Phasing Plan for the development, pursuant to Condition #5 above, based on the Minimum Acceptance Criteria and Guidelines dated February 16, 2018 or subsequent amended acceptance criteria document, prior to the issuance of the Land Disturbance Permit for that phase.

2. **(Excavation, Sheeting and Shoring Permit)** The Developer agrees that in the event it seeks an Excavation Sheeting and Shoring Permit prior to approval of the Civil Engineering Plan, such permit may only be issued if the following requirements have been met for the applicable phase pursuant to Condition #5:

- a. **Finding of no substantial risk to County.** A minimum of one complete County staff review of the Civil Engineering Plan has been completed that results in a finding by the County Manager that the limits of Excavation, Sheeting and Shoring proposed on the plan will not interfere with, limit, damage, or pose a substantial risk of damage, to existing and proposed public infrastructure and adjacent public or private property; and
- b. **Maintenance of Traffic Plan.** Approval by the County Manager of a Maintenance of Traffic Plan for, at a minimum, the Excavation, Sheeting and Shoring phase of work.

3. **Approval of Plan (Footing to Grade Permit)** The Developer agrees to obtain approval of the Civil Engineering Plan by the County Manager prior to the issuance of the Footing to Grade Permit, for any phase of the project (approved pursuant to Condition #5). The Developer further agrees that the approved Civil Engineering Plan shall conform to this Site Plan approval, the approved Final Landscape Plan, and the sequence of construction, and shall be consistent with all site plan approval requirements and all County codes, standards and specifications, and policies. The Developer further agrees that any changes to the approved Civil Engineering Plan shall be subject to the same conformance requirements. The Developer agrees to obtain approval from the County Manager of a revised Civil Engineering Plan for such changes, and if such changes are also features shown on the Final Landscape Plan, shall also obtain approval from the County Manager of a revised Final Landscape Plan per Condition #21.

B. **Infrastructure Improvements.** The Developer agrees to design and incorporate, at a minimum, the following elements in addition to other information required to be provided on the Civil Engineering Plan:

1. **Structure Free Zone**

a. In order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the Civil Engineering Plan shall provide a structure-free zone under the public sidewalk along all street frontages.

i. This zone shall be a minimum of five (5) feet in depth, as measured from the approved finished sidewalk elevation, and shall extend from the back of the final location of the street curb, to the far edge of the public sidewalk.

ii. No subterranean structures (such as parking garages or storm water detention facilities) shall intrude into this five (5) foot deep zone, unless otherwise approved by the County Board and as shown on the Civil Engineering Plan.

iii. Within the structure-free zone, underground utilities and/or utility vaults shall not be located in a manner that interferes with the appropriate spacing of street trees shown on the approved Final Landscape Plan nor shall utility lines be located beneath street trees.

2. Water Mains and Services

a. Water services and public water main improvements, as listed below.

i. The Developer agrees to construct approximately 630 linear feet of 8-inch water main in 22nd Street S., connecting to the existing water mains on S. Eads Street and S. Fern St.

Their exact sizes, lengths, and locations shall be determined by the County as part of the Civil Engineering Plan review, which will be based on final engineering design and on evaluation of existing conditions and capacity of the water mains to serve the subject site, while maintaining the reliability of the water system. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

3. Sanitary Sewer

a. Public sanitary sewer main improvements, as listed below.

i. The Developer agrees to construct approximately 300 linear feet of 10-inch sanitary sewer in 22nd Street S., along the site frontage from the driveway entrance and connecting to the existing sanitary sewer network in S. Eads Street.

Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards

set out in the DES Construction Standards and Specifications Manual.

- b. The Developer agrees that the County may TV-Inspect the sanitary sewer lines serving or along the frontages of the site and shall identify any improvements that are necessary to adequately provide sanitary sewer service to the development. The Developer shall repair or replace any sections or appurtenances of the sanitary sewer serving or along the frontages of the development that are found to be deficient or as shown on the Civil Engineering Plan.

4. Storm Sewer

- a. Public storm sewer improvements and public storm water management facilities as listed below.
 - i. The Developer agrees to construct approximately 1,100 feet of 48-inch storm sewer pipe and any necessary storm sewer structure in S. Eads Street and 18th Street S., connecting to the existing storm sewer network as necessary.
 - ii. The Developer agrees to construct approximately 475 feet of 18-inch storm sewer pipe and any necessary storm sewer structures along the frontage of S. Fern Street and at the driveway entrance on 18th Street S., connecting to the existing storm sewer network as necessary.
 - iii. Approximately 330 feet of 72-in storm sewer pipe and any necessary storm sewer structures in S. Eads Street, to the south of 22nd Street S. in coordination with the construction of Crystal House 5.

Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

5. Electric Service and Appurtenances

- a. All new electric transformers and all associated appurtenances shall be installed in underground utility vaults. The developer further agrees that electric transformers appurtenant to Crystal House 3 and Crystal House 4 shall be shown in underground utility vaults on the Post-4.1 drawings required by Condition #3.

6. Undergrounding of Aerial Utilities

- a. Removal and/or undergrounding of all existing aerial utilities located within or along the periphery of the entire site plan to a distance of approximately five (5) feet beyond the site boundaries or the limits of disturbance/clearance, whichever is greater.

- b. All utility improvements necessary to provide adequate utility services to the development, or utility work necessary to provide terminus facilities associated with the undergrounding of utility lines shall not result in the installation of any new or additional permanent utility poles, push braces, or aerial utility lines or devices.

7. Underground Utility Vaults

- a. The location of all underground utility vaults, ventilation grates, and associated appurtenances, which shall meet the following standards:
 - i. Installation of all underground utility vaults shall be in conformance with County design and construction standards and specifications, and all applicable construction standards and specifications of the owner of the utilities. Underground utility vaults for electric transformers and all associated appurtenances shall meet both Dominion Virginia Power and County design and construction standards and specifications.
 - ii. Underground private utility vaults may not be placed, in whole or in part, within the County right-of-way or public easement unless the Developer obtains County Board approval of an encroachment ordinance or other County approval, as appropriate, permitting use of the County right-of-way or public easement for such purpose. Upon enactment of an ordinance or approval, the Developer agrees to comply with all the conditions of such ordinance and any other conditions prescribed in the site plan addressing vacations and encroachments, including, but not limited to, recordation of any deeds, plats, or ordinances, the payment of compensation, and required fees.
 - iii. The location and placement of underground utility vaults shall not conflict with the physical operation or placement of other existing or proposed public or private utility facilities.
 - iv. Underground utility vaults shall have a minimum horizontal clearance of five (5) feet to conduits, manholes, public water mains and public sanitary sewers, unless a lesser clearance is specifically approved by the County Manager.
 - v. Ventilation grates for underground utility vaults, or for garage air intake and exhaust vents, shall not be located within public sidewalks, streets, or within any portion of the County right-of-way or public easement area for sidewalks or public streets, or within any areas that provide pedestrian access to any buildings, street, and public or private open spaces.

8. Streetscape

- a. The final streetscape design including sidewalks, street trees, tree pits, bicycle racks, parking meters, and sidewalk pattern/design along with the final selection of materials and colors to be used, and the limits of the clear pedestrian zone of all public sidewalks and pedestrian access. Along with street lighting per subparagraph B.11 below, the final streetscape design shall include, but not be limited to, the following elements:

South Eads Street:

- Minimum streetscape width measured from the back of bicycle lane to back of sidewalk: 10 feet
- Minimum streetscape width measured from the back of curb, inclusive of the protected bicycle lane and proposed landscaped median: 20 feet
- Minimum clear sidewalk width: 6 feet
- Tree pits/planting strip dimensions: 6 feet and distance from back of curb: minimum eight (8) inches

South Fern Street (except adjacent to the Corner Park):

- Minimum streetscape width measured from the back of curb: 11 feet
- Minimum clear sidewalk width: 6 feet
- Tree pits/planting strip dimensions: 4.5 feet and distance from back of curb: minimum eight (8) inches

18th Street South:

- Minimum streetscape width measured from the back of curb: 13 feet
- Minimum clear sidewalk width: 7 feet
- Tree pits/planting strip dimensions: 5 feet and distance from back of curb: minimum eight (8) inches

South Side of 22nd Street South (new construction):

- Minimum streetscape width measured from the back of curb: 12 feet
- Minimum clear sidewalk width: 6 feet
- Tree pits/planting strip dimensions: 6 feet and distance from back of curb: minimum eight (8) inches

North Side of 22nd Street South (except adjacent to the Corner Park):

- Minimum streetscape width measured from the back of curb: 12 feet
- Minimum clear sidewalk width: 6 feet
- Tree pits/planting strip dimensions: 6 feet and distance from back of curb: minimum eight (8) inches

- b. Public sidewalks designed in conformance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended and as required to be shown on the Final Landscape Plan per Condition #20.B.8.
- c. The clear sidewalk along all street frontages of the site shall be in compliance with applicable streetscape guidelines or standards, and shall be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted in conformance with the Master Transportation Plan and/or other applicable plans.
- d. Street trees shall be spaced 28-32 feet apart on center, or as approved by the County Manager. The location and planting details for street trees shall be in compliance with the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees on Site Plan Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board.
- e. Individual or multi-space parking meters per the County Manager's determination shall be located where parking meters are called for along the site frontages, based on County plans and policies and the operation of the street.

9. Visitor Bicycle Parking

Provide visitor bicycle parking spaces in the following amounts:

- a. ~~Office uses: one (1) visitor space for every 20,000 square feet, or portion thereof, of office floor area.~~
- b. Residential uses: one (1) visitor space for every 50 residential units, or portion thereof.
- c. ~~Retail uses: two (2) visitor spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; and one (1) additional visitor space for every 12,500 square feet, or portion thereof, of additional retail floor area.~~ One (1) visitor bicycle rack located in the vicinity of the proposed retail space.
- d. ~~Hotel uses: one (1) visitor space for every 50 hotel room units, or portion thereof.~~

Visitor bicycle parking shall conform to Class II or Class III Arlington County bicycle parking standards in effect on the date of site plan approval, or as approved in the Civil Engineering Plan as substantially

equal to, that shown in the standards. Such facilities shall be installed at exterior locations that are highly visible to, and within 50 feet of, the primary building entrances, unless there are physical obstructions that cannot be changed or moved to accommodate the bicycle parking within the 50 foot distance, in which case they shall be sited as close to the 50 foot distance as physically possible. Such facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress.

10. Pavement, Curb and Gutter

- a. Pavement, curb and gutter along all site frontages, as listed below, and as shown on the approved Civil Engineering Plan.
 - i. South Eads Street (18th Street South to 22nd Street South): The Developer agrees to construct a street cross-section of approximately 70 feet, including all associated proposed pavement markings, as shown on the Civil Engineering Plan approved by the County Manager. The Developer agrees to construct and to maintain a 6-foot wide protected bicycle lane, a 7-foot wide median with landscaping (“cycle track”). The remaining 58-foot wide street section across South Eads Street is to be re-striped for vehicular parking and travel according to the Civil Engineering Plan approved by the County Manager. The Developer agrees to construct a floating bus island at the intersection of South Eads Street and 22nd Street South with appropriate ADA ramps as shown on the Civil Engineering Plan approved by the County Manager. A receiving island will also be constructed on the east side of South Eads Street as shown on the Civil Engineering Plan approved by the County Manager.
 - ii. South Fern Street: The Developer agrees to construct a street cross-section of approximately 43 feet, including all associated proposed pavement markings, as shown on the Civil Engineering Plan approved by the County Manager. The Developer agrees to construct a curb extension to include ADA ramps as shown on the Civil Engineering Plan approved by the County Manager.
 - iii. 18th Street South: The Developer agrees to construct a street cross-section of approximately 75 feet, including all associated proposed pavement markings, as shown on the Civil Engineering Plan approved by the County Manager. The Developer agrees to construct a floating bus island at the intersection of 18th Street South at South Eads Street with appropriate ADA ramps as shown on the Civil Engineering Plan approved by the County Manager.
 - iv. 22nd Street South: The Developer agrees to construct a street cross-section of approximately 36 feet, including all associated proposed pavement markings, as shown on the Civil Engineering Plan approved by the County Manager. The Developer agrees to construct appropriate ADA ramps at the intersection of 22nd Street South and

South Eads Street as shown on the Civil Engineering Plan approved by the County Manager.

- v. South Eads Street (15th Street South to 18nd Street South): The Developer agrees to construct a 5-foot wide protected bicycle lane to the east of the existing curb line along with a minimum 2-foot wide median ("cycle track") separating the bicycle lane and vehicular parking and travel lanes, as further described in Condition #57.

- b. Pavement, curb, and gutter, including all improvements for pedestrian and/or vehicular access or circulation along all frontages shall be designed and constructed in compliance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended.

11. Street Lighting

- a. Arlington County standard street lights along all frontages of the site in accordance with the then current Arlington County Lighting Specifications and VDOT Traffic Engineering design manuals, as applicable. This shall include installation of a street lighting system including, but not limited to, poles, meters, service cabinets, conduit, junction boxes and power connection appurtenances along all frontages of the site, in locations as determined at the time of review of the Civil Engineering Plan.
- b. Removal of all mastarm mounted streetlights (typically cobrahead lights mounted at 25' to 35' above grade) from all street frontages of the site. If the County decides that such streetlights are required to provide adequate lighting for street safety purposes at intersections or when the lights are part of a traffic signal mastarm system, they shall be called out on the Civil Engineering Plan.

12. Traffic Signal Equipment

- a. Relocation of existing traffic signal poles, traffic signal cabinets, and any other existing traffic-related items and appurtenances in the public right-of-way and sidewalk and utility easements along all frontages of the site, and installation of new traffic signal poles, traffic signal cabinets, and any other traffic-related items and appurtenances in the public right-of-way and sidewalk and utility easements as listed below, in locations as determined by the County Manager at the time of the review of the Civil Engineering Plan:

- i. S. Eads Street and site driveway intersection

13. Communication Conduit

- a. Four (4), 2-inch communication conduits (HDPE or equivalent County standard for communication conduits) and related equipment

along all site frontages, and two (2), 2-inch conduits from a County handhole into the communications room, all for the sole and exclusive use by Arlington County, unless the County Manager determines that less conduit is required for the purpose of providing necessary public safety and communication network access and connectivity.

C.Implementation Timing. The Developer agrees to implement the approved Civil Engineering Plan as follows:

1. **(Shell and Core Certificate of Occupancy)** The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, prior to the issuance of the Shell and Core Certificate of Occupancy for each respective phase of construction:
 - a. Undergrounding of aerial utilities, including removal of all permanent and temporary poles, lines, and other devices.
 - b. Public water main and appurtenances, including fire hydrants and fire department connections.
 - c. Public sanitary sewer main and appurtenances.
 - d. Public storm sewer improvements.
 - e. Communication conduit.

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #19.C.1) a. above if the Zoning Administrator determines that: 1) the Developer has installed all necessary conduit and other infrastructure required to implement the utility undergrounding; 2) the Developer can demonstrate that it has made all reasonable efforts to implement the required undergrounding; 3) the only remaining work is the responsibility of private utility companies and related completion of streetscape; 4) the timing of these elements will unnecessarily impede progress of the project; and 5) the Developer agrees that completion of this work will occur by the time approved by the Zoning Administrator but in no case later than prior to issuance of the Master Certificate of Occupancy for the building(s) adjacent to the utility pole(s) and/or utility line(s).

2. **(First Partial Certificate of Occupancy for Tenant Occupancy)** The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the respective phases of construction:

- a. Public street pavement, sidewalk, curb and gutter improvements.
- b. Fire Apparatus Access Roads (Fire Lanes)
- c. Street lighting elements including but not limited to: poles, meters, service cabinets and power connection appurtenances, and all conduit and junction boxes necessary for the lighting system, or, at the County's option, full payment to the County to cover the cost for such improvements and relocation..
- d. Traffic signal improvements and the relocation of existing traffic signal equipment or, as determined by the County Manager, pay in full to the County, the cost to cover such improvements and relocation.
- e. Parking meters, or, as determined by the County Manager, pay in full to the County, the cost to cover such parking meters.
- f. Stormwater management facilities.
- g. All other elements shown in the approved Civil Engineering Plan.

The Developer agrees to remove and replace, in accordance with 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 plan which is in poor condition or damaged by the Developer, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy.

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #19.C.2) above, requiring construction or installation of public improvements, if the Zoning Administrator determines that: 1) the Developer is diligently pursuing the work; 2) timing of improvements as approved above will unnecessarily impede progress of the project; 3) the installation of the public improvements during extreme weather conditions will not meet County Standards and Specifications; and 4) the Developer has provided reasonable assurances that the work will be completed in accordance with the Site Plan's approved design.

D. As-Built Civil Engineering Plan (Master Certificate of Occupancy) The Developer agrees to submit to, and obtain approval from, the County Manager of an as-built Civil Engineering Plan for each phase of the site plan pursuant to Condition #5, certified by a professional engineer or surveyor registered in the state of Virginia, prior to issuance of the Master Certificate of Occupancy. The Developer agrees that the as-built Civil Engineering Plan shall show all sanitary sewers, storm sewers and storm water management facilities, water mains, street

lights, traffic signalization, curb and gutter, sidewalks, street paving, pavement markings, and all appurtenant facilities related to these items. The as-built Civil Engineering Plan shall include a separate schematic drawing showing all storm sewer structures; all sanitary sewer structures; and water meters, valves, blow-offs, and hydrants. Each of these items shall be labeled with horizontal coordinates and with vertical rim elevations and inverts of incoming and outgoing pipes.

E. Maintenance of Public Infrastructure. The Developer agrees to maintain, repair and replace all sidewalks, and street trees shown on the approved Civil Engineering Plan and approved Final Landscape Plan, which are installed within the public right-of-way or public easement for the life of the Site Plan.

20. Utility Company Notification (Land Disturbance Permit)

In order to coordinate timing of utility work during construction of the project, the Developer agrees to notify all utility companies and County agencies that provide dry utility services in Arlington County of the limits of development and general timing of construction prior to issuance of the Land Disturbance Permit. By way of illustration and not limitation, these utility services include electric, telephone, cable television, telecommunications, and gas. Utility companies consist of those providing existing utility services within the limits of development and others that regularly provide these services in Arlington County. The Developer also agrees to offer utility companies site access, as well as site coordination for their work within the public rights-of-way or easements that permit utilities, whether existing or that will be dedicated by the development, so that utility companies may install their utilities at the time the Developer will be disturbing or paving in the areas described above. The Developer further agrees to submit to the Zoning Administrator copies of communication from the Developer to the utility companies providing such notifications.

21. Final Landscape Plan (Excavation, Sheeting and Shoring/ Footing to Grade)

A. Submission (Excavation Sheeting and Shoring)

- 1) The Developer agrees to submit to the Zoning Administrator a detailed Final Landscape Plan prior to issuance of the Excavation Sheeting and Shoring Permit, The plan shall conform to, where applicable:
 - a. The landscaping requirements contained herein;
 - b. Rosslyn-Ballston Corridor Streetscape Standards;
 - c. Sector Plans;
 - d. The landscaping, planting, and sidewalk and driveway construction specifications and standards;
 - e. Arlington County Landscape Standards, including the Standards for Planting and Preservation of Trees on Site Plan Projects;
 - f. Master Transportation Plan;
 - g. Other applicable streetscape guidelines or standards or urban design standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.

- 2) The Developer agrees that the Final Landscape Plan shall, at a minimum, contain the following information, in accordance with the checklist in the Arlington County Landscape Standards:

a. Submission of Tree Replacement Plan and Calculations (Excavation, Sheeting, and Shoring)

- (1) In addition to saving identified trees, consistent with Condition #7 above, the Developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction. Such replacement shall be completed in accordance with the Arlington County Tree Replacement Guidelines. The Developer agrees to submit a Tree Replacement Plan, and Tree Replacement Calculations, as part of the Final Landscape Plan.

(2) Approval of Tree Replacement Plan and Calculations, and Tree Canopy Fund Donation (Footing to Grade)

The Developer agrees that any replacement trees that cannot be accommodated on site shall be provided in a monetary amount to the Tree Canopy Fund prior to the issuance of the Footing to Grade Permit. The Developer agrees to make a contribution to the County's Tree Canopy Fund of at least \$2,400.00 per tree, or a greater amount specified by the County Board, for every tree that cannot be planted on site. The contribution shall be required when tree planting requirements cannot be met on the property. If the Developer fulfills the requirements through a monetary contribution, the Developer shall make the check payable to the Arlington County Treasurer, and deliver the check to the Arlington County Urban Forest Manager, accompanied with a letter outlining the tree replacement calculations and referencing the project / site plan number. The Developer shall also provide evidence of compliance with this condition to the Zoning Administrator in the form of a letter at the time of payment

- b. Drawings from the Civil Engineering Plan showing the location of utilities, lighting, equipment, and other elements which may impact landscape elements on the site.

- ~~e. Exterior building security measures for office developments only, if applicable.~~

- ~~(1) The Developer agrees to coordinate with County staff on the design of exterior office 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 office building security measures shown on and approved as part of the landscape plan shall also be shown on and approved as part of the façade elevation drawings, consistent with Condition #26.~~

~~(2) The Developer agrees that the design of exterior office building security measures shall not adversely impact the base of the office buildings, as shown in the drawings dated _____, and that have been designed to accommodate retail uses and provide interest and activate the streetscape.~~

- d. The locations of all trees, showing that there are no conflicts between trees and existing or proposed utilities.
- e. The location and depth of all existing and proposed utility meters, underground utility vaults and boxes, utility lines, transformers, and at-grade mechanical equipment.
- f. The location of all existing, proposed and relocated traffic signal poles, traffic signal cabinets, and any other traffic-related items and equipment located on or in the public sidewalk contiguous to the site.
- g. The location of all existing and proposed fire hydrants and standpipes, storm sewers and storm water management facilities, and sanitary sewers and appurtenances.
- h. The location of all on-street parking spaces, bus stops, bicycle rack locations, bike share stations, and other facilities as identified during the review of the plans.
- i. The location and dimensions of intake and exhaust garage ventilation grates and screening for ventilation grates, which shall meet the requirements of the conditions contained herein.
- j. The location of all street light fixtures, poles, meters, service cabinets and power connection appurtenances along the frontages of the site.
- k. The location, dimensions, materials, and pavement pattern for driveways and access drives, automobile drop-off areas, curb ramps, driveway aprons, service drives, crosswalks, 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.
- l. The final streetscape design, including sidewalks, street trees, tree pits, bicycle racks, and sidewalk pattern/design and final selection of materials and colors to be used.
- m. The limits of clear pedestrian zones of all public sidewalks and pedestrian access.

- n. 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, lighting, arbors, trellises, water features, and other landscape elements or structures.
 - o. The location, design and details of the retail visitor/customer bicycle spaces, pursuant to Condition #19 above.
 - p. The location of public art, pursuant to Condition #17 above.
 - q. The location of public use and access easement areas, including final landscape design and installations in these areas.
- 3) **Approval of Plan (Footing to Grade Permit).** The Developer agrees to obtain approval of the Final Landscape Plan by the County Manager, prior to issuance of the Footing to Grade Permit. The Developer further agrees that the approved Final Landscape Plan shall conform to the Civil Engineering Plan, and the sequence of construction, and shall be consistent with the conceptual Final Landscape Plan approved by the County Board as a part of the Site Plan approval, all site plan approval requirements, and all County codes, standards and specifications, and policies.

B. Standards and Requirements. The Developer agrees that the Final Landscape Plan shall, at a minimum, meet the following standards and requirements:

- 1) The plans shall be drawn to on sheets 24 inches by 36 inches in size.
- 2) The plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia.
- 3) The Tree Replacement Plan, and associated Tree Replacement Calculations, shall be in accordance with the Arlington County Tree Replacement Guidelines and Chesapeake Bay Ordinance requirements. The tree replacement calculations shall be developed by a certified arborist or a landscape architect certified to practice in the Commonwealth of Virginia. Any replacement trees shall conform to the standards and specifications set forth in subparagraph 11 below.
- 4) All existing and proposed traffic signal poles and traffic signal cabinets, and any other traffic-related items, on and around the perimeter of the site shall not obstruct pedestrian travel and shall not be located in the clear sidewalk, including, but not limited to, access areas to ADA ramps, crosswalks, building entrances, and interior walkways.

- 5) Transformers shall not be placed above grade between the building and the street.
- 6) The Developer agrees that the location of intake and exhaust garage ventilation grates shall 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 that ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way.
- 7) 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 for conformity with 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.
- 8) The final sidewalk pattern/design and final selection of materials and colors shall comply with the requirements outlined below. To the extent that the County's requirements and policies for sidewalk pattern/design and materials/colors change, subsequent to this Site Plan approval, the County Manager shall review, at the time of construction, for approval, the final treatment for compliance with the then current standards.
 - a. The clear sidewalk along all street frontages of the site shall be in compliance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines or standards, and shall:
 - (1) Continue across all driveway aprons for loading and garage entrances along all frontages of the Site Plan, and not contain any barriers that would impede the flow of pedestrian traffic.
 - (2) Be not less than six (6) feet wide at any point, with the exception of the areas adjacent to the Corner Park, as shown on the plans referenced in Condition 2, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted only as specifically permitted in conformance with the Master Transportation Plan and/or other applicable plans.
 - (3) Be designed and installed in compliance with Department of Environmental Services Construction Standards and Specifications.
 - (4) 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 by the County Manager, and under the

provisions of the Rosslyn-Ballston Corridor Streetscape Standards or other applicable streetscape guidelines or standards.

(5) Not contain joints or use patterns that create gaps of ¼-inch in depth or greater at a spacing of less than 30 inches.

(6) Any garage entrance adjacent to a sidewalk shall be designed and constructed so that the location of the garage doors are recessed a minimum distance of six (6) inches from the building wall's surface.

b. The Developer agrees to design and construct all elements of the streetscape, including, but not limited to, public sidewalks and street trees within the public right-of-way or public easement as follows:

- *Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 19.B.8.a*
- *Tree size: minimum 3½ inches caliper*
- *Tree spacing: 28-32 feet apart on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects*

9) The sidewalks shall contain street trees placed in either tree pits with continuous soil panels or planting strips, consistent with the Standards for Planting and Preservation of Trees in Site Plan Projects, and as specified above. The location, soil volume enhancements, and planting details for street trees shall be in compliance with The Rosslyn-Ballston Corridor Streetscape Standards; Sector Plans; the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees in Site Plan Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board. Street trees shall not be placed within the vision clearance (corners), as defined in Section 3.2.6.A.4 of the Zoning Ordinance.

10) The plan shall provide a structure free zone, except for structures used for soil expansion, per Condition #19.B.1.

11) Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:

- a. Major deciduous trees (shade or canopy trees) other than street trees—a minimum caliper of 2-2 ½ inches.
- b. Evergreen trees—a minimum height of 7 to 8 feet.

- c. Ornamental deciduous trees—a minimum caliper of 2 to 2 ½ inches for single stem trees. Multi-stem trees shall not be less than 8 feet in height.
- d. Shrubs—a minimum spread of 18 to 24 inches.
- e. Groundcover—in 2 inch minimum pots.

C. Installation and Maintenance of Landscape Plan Elements (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees to implement the approved sidewalk, landscaping and street tree improvements of the Final Landscape Plan as follows:

1) Installation (First Partial Certificate of Occupancy for Tenant Occupancy).

The Developer agrees that all improvements shall be constructed and/or installed prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of any space above grade for the respective Phase of construction (as “Phase” is determined pursuant to the approved Phasing Plan required in Condition #5 above).

- a. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of installation of all improvements based on the planting season, availability of plant materials, weather, or other construction-related issues, which may not permit installation of hardscape features, plant materials and/or street trees by the required timing.
- b. The following standards for Installation apply:
 - (1) The Developer agrees to notify the DPR 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 DPR 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 DPR Urban Forester.
 - (2) 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.
 - (3) 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.
 - (4) Continuous soil panels shall be used instead of individual street tree pits. Soil and drainage material depth shall be as specified in appropriate

Arlington County tree planting standard details, and as approved by the County Manager on the landscape plan. Soil volume, depth, and drainage requirements also apply to trees in raised planters.

- (5) Finished grades shall not exceed a slope of three to one, unless otherwise shown on the approved plans.
- (6) The Developer agrees to install approved lighting before the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, exclusive of the garage, for the applicable Phase of the project pursuant to the approved Phasing Plan required in Condition #5 above.

- 2) **Maintenance and Replacement (Life of Site Plan)** The Developer agrees to maintain the site in a clean and well-maintained condition and ensure that the entirety of the site and its landscaping, including all hardscape, site furniture, and plantings, are kept in a clean and well-maintained condition for the life of the Site Plan in accordance with the approved Final Landscape Plan and the Landscape Maintenance Management Program per the Arlington County Landscape Standards.

The Developer agrees to contact the Department of Parks and Recreation to arrange for a site meeting with an Urban Forester to review and approve the scope of work prior to performing any pruning of street trees. An International Society of Arboriculture (ISA) Certified Arborist must be on site during all pruning of street trees.

- D. **Administrative Changes.** The County Manager may consider minor revisions to landscape plans as long as such changes are consistent with the intent of the Site Plan approval. The Developer agrees that any change to the approved landscape plan requires approval of a revised landscape plan by the County Manager. The Final Landscape Plan shall govern construction and/or installations of elements and features shown thereon, except as amendments may be specifically approved by the County Manager. If proposed changes impact the Civil Engineering Plan, then a revision to the Civil Engineering Plan must also be reviewed and approved.

22. FAA Documentation (Excavation, Sheeting and Shoring Permit)

The Developer agrees to obtain from the Federal Aviation Administration (FAA) a written statement, based on the highest points (including the penthouse) of the building, that the project is not a hazard to air navigation, or that the project does not require notice to or approval by the FAA, prior to the issuance of the Excavation, Sheeting and Shoring Permit.

23. Recordation of Deeds of Public Easements and Deeds of Dedications (Submission - Footing to Grade Permit; Recordation – First Partial Certificate of Occupancy for Tenant Occupancy)

- A. **Fee Interests.** Unless otherwise specifically provided for elsewhere in these Site Plan conditions, the Developer agrees to convey real estate interests called for by this Site Plan approval to the County for public street or public right-of-way purposes or for the conveyance of parcels or portions thereof, in fee simple (“Fee Interests”), free and clear of all liens and encumbrances. Unless otherwise deemed unnecessary by the County Attorney, for all Fee Interests, the Developer agrees to provide to the County: i) a Phase 1 Environmental Site Assessment; ii) an ALTA Land Title Survey; and iii) a Title Report (collectively, “Property Documentation”) acceptable to the County Attorney, demonstrating to the County’s satisfaction, in its sole discretion, that the Fee Interests are in a condition suitable for the County’s intended uses.

~~[Insert information on dedication of easements along 18th Street]~~

- B. **Easement Interests.** Where public improvements or public uses, including, but not limited to, sidewalks, street trees or other streetscape plantings, water mains, storm sewers, sanitary sewers, and other public utilities and facilities (collectively, “Public Improvements”) are not located, or to be located, in the public street or public right-of-way, the Developer agrees to convey to the County by deed(s) of easement, all real estate interests for such Public Improvements. The Developer further agrees that all liens and encumbrances shall be subordinated to the easement rights of the County conveyed by such deed(s) of easement.
- C. **General Requirements.** Unless otherwise specifically provided elsewhere in these Site Plan conditions, the Developer agrees that for each Phase of the project, pursuant to the approved Phasing Plan required in Condition #5 above, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan for the construction of any public street, public infrastructure, public utility, public facility or public improvements, or required by these Site Plan conditions, to:
- 1) **Submission for Review (Footing to Grade Permit)** Submit for review by the County Manager all required plats, Property Documentation, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, prior to the issuance of the Footing to Grade Permit for such phase; and
 - 2) **Approval and Recordation (First Partial Certificate of Occupancy)** Obtain approval of required Property Documentation, deeds and plats, and record such plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, among the land records of the Circuit Court of Arlington County prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the building(s) or any portion thereof for such phase.

24. Secure Bicycle Parking, Shower and Locker Facilities (Footing to Grade Permit)

The Developer agrees to provide, as a part of the project and at no charge to the user, secure bicycle parking, shower and locker facilities for each building as described below:

A. Design of Class I Secure Bicycle Parking, Shower and Locker Facilities (Footing to Grade)

- 1) The Developer agrees to obtain approval by the County Manager of the secure bicycle parking, shower and locker facilities for each building that comply with the standards below as part of the applicable architectural floor plans, prior to issuance of the Footing to Grade Permit for that building. If no secure bicycle facilities for a building are located below grade, then approval shall be obtained prior to the issuance of the Final Building Permit for that building.
- 2) The Developer agrees that all Class I (secure) bicycle parking shall meet Arlington County Bicycle Parking Standards, 2016 Update, or subsequent revision in effect on the date of site plan approval, or be approved as equal to that shown in the Standards.
- 3) The Developer agrees to provide the following Class I bicycle parking spaces:
 - a. ~~Office uses: One (1) employee bicycle parking space for every 6,000 square feet, or portion thereof, of office floor area.~~
 - b. Residential uses: One (1) resident bicycle parking space for every 2.5 residential units, or portion thereof.
 - c. Retail uses: ~~One (1) employee bicycle parking space for every 25,000 square feet, or portion thereof.~~ No retail bicycle parking for employees is required.
 - d. Hotel uses: ~~One (1) space for every 10 hotel room units, or portion thereof.~~ In addition, the hotel shall provide adequate space in a locked luggage storage facility, controlled by the hotel staff, inside the hotel, to accommodate guest's bicycles along with guest's luggage.
- 4) ~~The Developer agrees to provide the following shower and locker facilities:~~
 - a. ~~For office/retail/hotel buildings of up to 100,000 square feet of Gross Floor Area (GFA), one (1) shower per gender, for every 50,000 square feet or fraction thereof.~~
 - b. ~~For office/retail/hotel buildings between 100,001 square feet of GFA and 300,000 square feet of GFA, three (3) showers per gender.~~
 - c. ~~For office/retail/hotel buildings greater than 300,000 square feet of GFA, three (3) showers per gender, plus one (1) shower per gender for each additional~~

~~100,000 square feet of GFA or portion thereof above the first 300,000 square feet of building GFA.~~

- ~~d. In residential buildings, for retail uses equal to or greater than 25,000 square feet of GFA and less than 50,000 square feet of GFA, a minimum of one (1) unisex shower; for retail uses equal to or greater than 50,000 square feet of GFA, a minimum of one (1) shower per gender.~~
- ~~e. If retail employees will not have access to shower facilities required for office or hotel employees, shower facilities for retail employees shall be provided in accordance with the ratios specified in Condition #24 A.4).d. above.~~
- ~~f. For every required employee bicycle parking space, either 1) a minimum of one (1) clothes storage locker per gender shall be installed in gender-specific changing rooms, or 2) a minimum of one (1) clothes locker shall be installed adjacent to, but outside of changing rooms. The lockers shall be a minimum size of 12 inches in width, 18 inches in depth, and 36 inches in height.~~

~~The showers and lockers shall be located adjacent to one another in a safe and secure area.~~

~~The showers and lockers may be provided as an element of an exercise/health facility, which facility shall be made available to users of the bicycle parking spaces according to the minimum standards stated above.~~

B. Installation of Secure Bicycle Parking, Shower and Locker Facilities (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees that all secure bicycle parking, shower and locker facilities on the site, as described above, shall be fully installed and operational prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the applicable building.

25. Intentionally Omitted

Interior Exercise/Health Facilities (Footing to Grade Permit)

The Developer agrees that the Site Plan may include an exercise/health facility for office buildings, which _____ square feet of GFA as approved by the County Board shall not be calculated as density (FAR) if this facility meets all of the following criteria:

- ~~A. The facility shall be located in the interior of the building and shall not add to the bulk or height of the project.~~
- ~~B. The exercise facility shall be open only to tenants of the project. The exercise facility, including the showers and lockers, shall be open during normal working hours.~~

~~The Developer agrees that conversion of this exercise/health facility space to other uses shall not be permitted without a Site Plan amendment.~~

26. Façade Treatment of Buildings (Footing to Grade)

A. The Developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be consistent, in terms of massing, materials, fenestration, rhythm and overall architectural vocabulary, with the intent of this Site Plan approval and the drawings identified in Condition #2 as presented to the County Board and made a part of the public record on the date of County Board approval of this Site Plan.

B. Submission of Facade Elevation Drawings and Material Samples (Footing to Grade)

The Developer agrees to submit to the Zoning Office, for review by the County Manager prior to the issuance of the Footing to Grade Permit, three (3) copies of colored elevations and one (1) copy of black and white architectural elevations at 24" x 36", which label the materials and colors for each elevation of the building, including interior façade elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), and which identify any proposed change from the drawings identified in Condition #2, along with a written summary and explanation of the proposed changes, as well as one (1) sample material board at no larger than 24" x 36".

C. Approval of Facade Elevation Drawings and Material Samples (Final Building Permit)

The Developer agrees to obtain the approval of the County Manager of the façade elevation drawings and material samples submitted per this Condition 26, as being consistent with the intent of the County Board's approval of the Site Plan, including any changes approved administratively or through site plan amendment, prior to the issuance of the Final Building Permit.

D. Inspection and Approval of Built Façade (Shell and Core Certificate of Occupancy)

The Developer agrees to obtain approval of the County Manager of the built building façades as being consistent with the approved façade elevations and materials prior to the issuance of the Shell and Core Certificate of Occupancy.

E. Retail Storefront Facades.

1) Minor adjustments to the approved façade for retail storefronts shall be submitted to and reviewed by the Zoning Administrator, who may administratively approve the change(s) upon finding that the change(s) meets the intent of the approved Site Plan and the following guidelines and characteristics:

- a. **Creative design of storefront facades.** Storefront facades may vary in color, texture, material, size, scale, and signs. Both the shell building and retail business storefronts shall be designed to maximize transparency into each store consistent with paragraph G.2 below.
- b. **Special architectural treatment.** Building materials are predominantly comprised of the following: natural stone (marble, limestone, granite, terrazzo), masonry (brick, arriscraft, stone, CMU), ceramic and quarry tile, precast concrete, metal panels, glass and glazing, and wood. Other materials of similar high quality may be used with approval of the County Manager.

For the purposes of this subparagraph F.1), minor adjustments shall include only the following: (i) adjustment in the location of the access points and window or door placements for retail along the street frontage on the ground floor; and (ii) changes to the materials, provided that the proposed materials are in keeping with the general intent of the approved Site Plan design; and (iii) adjustments required due to adjustments of the elements of the retail space as described in Condition #39 below. All other changes to the approved retail will require a Site Plan amendment.

- 2) Any change to the façade which does not meet the above description of minor adjustment or any structural element that requires an encroachment into County right-of-way shall require a Site Plan amendment.

F. Standards for Façade Treatment of Buildings:

- 1) **Mechanical Equipment.** The Developer agrees that all mechanical equipment, regardless of location, shall be screened so that the mechanical equipment is not visible from the public right-of-way. The screening shall have an opaque or opaque-like treatment. Screening for the penthouse mechanical equipment shall consist of a solid wall treatment. Any mechanical equipment, including equipment located on the ground or at roof top, and screening for the penthouse mechanical equipment, shall be shown on all elevation drawings. The Developer agrees to obtain the County Manager's review and approval of the details of the screening treatment, including height, material and color, as meeting this standard, as part of the approval for the façade elevations and façade materials.
- 2) **Window Transparency.** The Developer agrees that all retail and retail-equivalent (as defined in the Arlington Retail Plan adopted July 2015) storefronts along public rights-of-way ~~are required to have an overall minimum transparency of~~ must be consistent with the guidelines for "Green" streets. The purpose of this condition is to allow pedestrians to view the activity within the retail establishment and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. "Transparency" shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment where human activity normally occurs and does not include

views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like.

- 3) **Architectural Illumination.** The Developer agrees that the illumination, up-lighting, or the like, of any architecture, including buildings, structures, sites and facades, shall not be permitted unless specifically called out on the Site Plan and approved by the County Board. Any architectural illumination shown on the façade elevations that was not specifically shown on the Site Plan approved by the County Board shall require a Site Plan amendment.

27. Plat of Excavated Area (Footing to Grade Permit)

- A. **Submission (Footing to Grade Permit)** 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 #2 and #3 above.
- B. **Spot Elevations at 50% (Footing to Grade Permit)** The Developer agrees to provide the Zoning Administrator spot elevations which shall, at a minimum, consist of two corners and spot elevations from 50% of the total area to be excavated, prior to the issuance of the Footing to Grade Permit. If the excavated area will be greater than 20,000 square feet, the Zoning Administrator or her designee may agree to reduce the area for which elevations must be provided before issuance of a Footing to Grade Permit.
- C. **Elevations Confirming Remainder of Excavation (Final Building Permit)** The Developer agrees to submit to the Zoning Administrator additional elevations confirming the elevations of the remainder of the excavation prior to the issuance of the Final Building Permit.

28. Public Improvements Bond (Footing to Grade Permit)

- A. **Bond Estimate (Footing to Grade Permit)** The Developer agrees to submit to the Department of Environmental Services (DES) a performance bond estimate for the construction or installation of all facilities (to include street trees and all landscape materials) that will be located within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities, upon approval of the Civil Engineering Plan for each Phase of the project, consistent with the approved Phasing Plan pursuant to Condition #5 above, and prior to the issuance of the Footing to Grade permit for such Phase.
- B. **Bond (Final Building Permit)** Upon approval of the performance bond estimate by DES, the Developer agrees to submit to DES a performance bond, in the approved amount of the estimate, and an agreement for the construction or installation of all facilities (to include street trees and all landscape materials) within the public rights-of-way or easements, erosion and sediment controls, and storm water management

facilities; which bond shall be executed by the Developer in favor of the County before the issuance of the Final Building Permit.

- C. **Repair/Replace Infrastructure (Release of Public Improvement Bond)** The Developer agrees to replace any curb, gutter and sidewalk in poor condition and/or existing or new infrastructure damaged during construction, at the direction of the County Manager, prior to release of the public improvement bond.

29. Interior Trash Collection and Recycling Areas (Footing to Grade Permit)

The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees to provide and use interior space for the collection, storage, compaction, and removal of trash. The space shall not be outside the interior loading space and shall not conflict with the use of a loading berth. The Developer agrees to provide and use appropriate interior facilities for the recycling of reusable materials as defined by the County.

30. Interior Loading Spaces (Footing to Grade Permit)

The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements, with the exception of Crystal House 6, which shall be compliant with the dimensions shown on the plans referenced in Condition #2 (12-foot clear width, 25-foot clear length, and 16-foot height), as well as Crystal House 7 and Crystal House 8, for which interior loading spaces are not required):

- A. Minimum 12-foot clear width, including entrances, and minimum 14-foot clear height, however, any loading dock to be used for trash removal shall have a minimum interior height clearance of 18 feet.
- B. At least one loading space shall have a minimum 40-foot clear length.
- C. The loading area shall be kept clear at all times except for the temporary loading/unloading of vehicles.
- D. All loading docks shall contain closable doors.
- E. Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week.
- F. The loading dock door shall be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

31. Emergency Vehicle Access/Support on Surface Parking and Plaza Areas (Footing to Grade Permit)

The Developer agrees that the requirements and standards of this condition shall be incorporated in the construction drawings, which shall be submitted to the Inspection Services Division for the Footing to Grade Permit. The Footing to Grade Permit shall not be issued until evidence has been provided to the Zoning Administrator that the terms of this condition have been met.

- A. The Developer agrees that all plaza areas used for vehicular access and all surface parking areas shall be constructed to support the live load of any fire apparatus, and agrees to construct these elements in accordance with the approved drawings.
- B. 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.
- C. No above-grade structure shall be allowed to obstruct fire lanes.

32. Parking (Footing to Grade Permit)

A. Site Plan Requirements

1) Site Plan Parking Requirements

- a. The Developer agrees that, unless specifically identified in this condition, parking shall be provided consistent with Section 14.3 of the Zoning Ordinance. The Developer agrees to submit to, and obtain review and approval from the Zoning Administrator, of drawings showing all parking spaces and drive aisles comply with the requirements of 14.3 of the Zoning Ordinance prior to the issuance of the Footing to Grade Permit.
- b. The Developer agrees that the required minimum number of parking spaces for the project, "Required Spaces", equals the sum of the project/building's uses times the parking ratio for each use type. The approved parking ratios, by use type, are presented below.

Use Type

Residential -

Approved Parking Ratio

0.69 spaces per unit (to include residents, residential visitors, accessible spaces & residential building employees) for the site at full build-out with the exception of Crystal House 5, as detailed below. Parking shall be provided in accordance with the following number of spaces within the garages appurtenant to the following buildings, as shown below. Parking within a garage may be allocated to any unit on site, as detailed in the Phasing Plan as provided for in Condition #5:

CH-1: 90 spaces

CH-2: 114 spaces

CH-3: 419 spaces

CH-4: 243 spaces
CH-6: 63 spaces
CH-7: 28 spaces
CH-8: 66 spaces
Surface Parking: 62 spaces
Total = 1,085 parking spaces

The developer agrees that there are 119 spaces within the Crystal House 5 parking garage of which 23 spaces are allocated to public parking and the remainder to residential parking. In addition, there are 13 surface parking spaces. The developer further agrees that the Zoning Administrator may approve a reallocation of spaces within the garage between public parking and residential parking through the administrative change process. The Zoning Administrator may further approve a lesser number, or elimination of the surface spaces appurtenant to Crystal House 5 through the administrative change process if the spaces conflict with the provision of loading or trash collection for the Restaurant Row establishments adjacent to the site or other uses established at the Crystal House 5 building.

Office—	1 space per _____ square feet of GFA (to include office employees, office visitors, building management employees, and accessible spaces)
Commercial/Retail—	1 space per _____ square feet of GFA, after approved exclusion for proximity to Metro Station (to include retail customers, retail employees and accessible spaces)
Hotel—	_____ spaces per guest room (to include hotel employees, guests, visitors, and accessible spaces)
Other -	_____

- c. The Developer agrees that the number of compact spaces counted toward the total number of “Required Spaces”, exclusive of those spaces required for retail, shall not exceed 15% of the total number of “Required Spaces”. “Required Spaces” for retail and guest or visitor parking shall not be compact. Spaces provided in excess of the “Required Spaces” total may be either standard or compact spaces.
- d. The Developer may use spaces not designated as retail or visitor for carshare, which shall count toward the required parking ratio for the applicable use.
- e. The Developer agrees that the “Required Spaces” shall not be converted to storage or other non-parking use without approval of a Site Plan amendment.

Parking spaces constructed in excess of the “Required Spaces” may be converted from automobile parking to parking for other modes of transportation (i.e., motorcycles, scooters, bicycles, etc.) at the discretion of the Developer.

B. Operation and Management-Related Requirements

1) Residential Parking

- a. The Developer agrees that for projects that include rental residential units, the rental agreement shall not require rental of a parking space and the cost of parking shall be shown in such agreement separately from the cost of renting the residential unit.
- b. For both rental and condominium buildings, the Developer agrees that the use of the residential parking spaces shall be limited to parking use by the residents of the building and their guests.
- c. The Developer agrees to inform all potential tenants and/or purchasers of the County’s Residential Permit Parking policy.

2) Office Parking

- a. ~~The Developer agrees that new office-serving parking garages shall be designed to allow access, parking and use by commuter vanpools. At least _____% of office use or _____ spaces [choose either % or number of spaces], shall be accessible to vanpool vehicles designed to hold up to 15 passengers. These spaces shall be conveniently located on the level of the garage closest to street level, shall be standard size, and shall have a minimum height clearance of 98 inches. The Developer agrees to demonstrate compliance with this Condition on the garage level of the architectural plans, prior to issuance of the Footing to Grade Permit.~~

3) Shared Parking

- a. ~~The Developer agrees to designate and make available a minimum of _____ short-term (two hours maximum) parking spaces on the _____ level of the parking garage for use by customers of the retail establishments or visitors to office establishments during the hours of operation of the retail or office establishments. The designated short-term parking spaces shall be shown on, and approved as a part of, the Garage Plan. Short-term parking spaces shall not be reserved for specific businesses.~~
- b. ~~The Developer agrees that in office buildings, no more than 20% of the total parking supply shall be reserved for individual persons.~~
- c. ~~In addition, for projects with office space the Developer agrees to make at a minimum _____ (describe number and location of spaces) in the garage available to the public for parking after standard office hours (weekday evenings after 6:00 p.m., weekends, and all legal holidays) until 12:00~~

~~midnight or until thirty minutes after the close of business of retail operations, whichever is later.~~

- d. ~~The Developer also agrees to make ___ office spaces available to the general public for overnight parking.~~

4) External Signs

- a. The Developer agrees to install “P” parking sign(s) per County standards on the outside of the building in those cases where parking is available for retail or the general public. The “P” sign(s) shall be visible from every vehicular approach as appropriate except where building design obstructs their visibility.
- b. In cases where parking is available to the public, the Developer agrees to install rate and hour signs on the interior entrance wall of the garage, visible from the street.

5) Garage and Parking Management Plans (Footing to Grade Permit)

- a. **Garage Plan (Footing to Grade Permit)**

The Developer agrees to submit to, and obtain approval from, the County Manager of a Garage Plan prior to the issuance of the Footing to Grade Permit. The Garage Plan shall show where parking for the different user groups, including, when applicable, residents, visitors, employees, retail patrons, and the general public, including overnight public parking, will be located. The Garage Plan shall also show the location(s) of any parking control equipment, locations of queueing, and a queueing analysis that demonstrates vehicle queueing will be accommodated entirely within the garage or other privately controlled areas of the site plan. The Garage Plan shall incorporate all elements for such plan listed in the *Department of Environmental Services Minimum Acceptance Criteria for Garage Plans* dated February 15, 2016 or subsequent version.

- b. **Parking Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy)** The Developer agrees to submit to, and obtain approval from the County Manager of a Parking Management Plan prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy. The Parking Management Plan shall follow the *Guidelines and Minimum Acceptance Criteria for the Preparation and Submission of Parking Management Plans* dated February 15, 2016 or subsequent version. The Developer further agrees that the plan shall be designed to ensure that vehicle queueing for site parking shall not occur in the public right-of-way. The Zoning Administrator may approve a parking count of 98% or more of the required number of spaces, if causes beyond the control of the Developer makes compliance impractical.

- c. **Implementation.** The Developer agrees to implement the approved Parking Management Plan for the life of the Site Plan. The Developer agrees to obtain the prior review and approval of any amendments to the approved Parking Management Plan by the County Manager.

33. Documentation of Historical Artifacts, Features and Buildings (Footings to Grade Permit)

- A. The Developer agrees to submit documentation to Arlington County Historic Preservation Program, Neighborhood Services Division (HPP), regarding any historical artifact or historical natural feature uncovered during construction on the site prior to the issuance of the Footings to Grade Permit for the building, or each building in a multi-building project. 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.
- B. 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 HPP 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.
- C. 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 HPP all written results of the level one and two archaeological study and all artifacts found on the site.

34. Underground Utility Fund Contribution (Final Building Permit)

The Developer agrees to contribute to the County underground utility fund in the amount specified by this site plan condition, in addition to funding and constructing the utility undergrounding work required by this Site Plan approval, prior to the issuance of the Final Building Permit. The total utility fund contribution for this site is \$880,278.30 (\$54,486 x 16.05 acres). [The Underground Utility Fund Contribution of \$50,000 per acre (2011 dollars) has been adjusted by the change in the Consumer Price Index All Urban Consumers (CPI-U) from 2011 Annual Average to 2017 Annual Average, reflecting a 8.97% increase. The rate shall be fixed from County Board approval until the payment is made by the Developer prior to issuance of the Final Building Permit.] The Developer may request and obtain approval from the County Manager (DES) to prorate the total utility fund contribution for this site consistent with the approved Phasing Plan for the development pursuant to Condition #5 above. These funds may, but need not, be used by the County for the purpose of providing for 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 upon receipt of written request without any accrued interest to the development owners of record at the time of

any refund.

35. Wall Check Survey (Final Building Permit)

A. Walls/Elevations at Below Grade Structure (Final Building Permit)

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 #2 and #3 above, prior to the issuance of the Final Building Permit. The Developer further agrees that the wall check survey shall show the location of the walls at the top level of the below-grade structure and the elevation of the highest parking slab.

B. Walls/Elevations of Slab at Grade (Prior to pouring the second floor slab or at completion of the slab on grade) The Developer further agrees to submit to the Zoning Administrator, and obtain the Zoning Administrator's approval as meeting the requirements of this approval, of a wall check survey showing the location of the walls, and the elevation of the slab, at grade, prior to pouring the second floor slab, or at completion of the slab on grade.

36. Use of Penthouse (Final Building Permit)

The Developer agrees that requirements of this condition shall be incorporated in project drawings prior to the issuance of the Final Building Permit. The use of any penthouse shall be limited to mechanical equipment and equipment maintenance space and/or telecommunication transmitter and/or receiver equipment as required in Condition #38 below, unless otherwise approved as part of this Site Plan with such uses subject to approval of Inspections Services Division where applicable.

37. Review by Crime Prevention Through Environmental Design (CPTED) Practitioner (Final Building Permit).

The Developer agrees to submit to the Operations Division of the Arlington County Police Department the approved post-4.1 drawings, which shall be reviewed by the Crime Prevention Through Environmental Design (CPTED) practitioner in the Police Department of CPTED design elements prior to the issuance of the Final Building Permit. The CPTED practitioner will review the post-4.1 drawings and provide comments on such plans for the purpose of ensuring that its design elements do not create a substantial risk of criminal activity at the location of the site plan.

38. Intentionally Omitted

County Public Safety / Emergency Communications Systems (Final Building Permit) *[If Applicable, delete entire condition below and incorporate in building wireless condition; include Attachment A]*

~~A. Telecommunications Transmitter/Receiver Equipment & Conducting Wire.~~ In order to maintain the effectiveness of the County's public safety systems, the Developer hereby agrees to grant to the County in perpetuity the right to install telecommunications transmitter and/or receiver equipment and conducting wire in or on the penthouse or top floor, and antennae and traffic monitoring systems on the roof of the proposed buildings in a location and design that is acceptable to the County and

~~the building owner based on a reasonable exercise of judgment by both upon request by the County. The Developer agrees to provide, upon request by the County, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. The Developer is not required to pay for design and installation costs for such equipment. 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.~~

~~**B. Tie-ins from County Outdoor Emergency Warning System.** To enhance the reach of the County's public emergency communications system of systems, the Developer agrees to grant to the County in perpetuity the right to install tie-ins from the County's outdoor emergency warning system to the interior building fire/emergency warning enunciator systems using either land lines or emergency relay transceivers in or on the penthouse or top floor, antennae systems and along with hazardous material detection sensors on the roof of the proposed building(s) in a location and design that is acceptable to the County and the Developer 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.~~

~~**C. Internal Antenna/Amplifier System.** 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, or other range of transmitting and/or receiving frequencies deemed appropriate by the County Manager to meet current County requirements, from all areas within the building. The Developer agrees to provide documentation in the approved electrical engineering drawings that adequate accommodations have been made in the building to meet this requirement.~~

39. Retail Elements (Final Building Permit)

The Developer agrees to meet the requirements of this condition prior to the issuance of the Final Building Permit.

A. The Developer agrees to the following for retail space, as shown on the plans referenced in Condition #2 above, within the Site Plan:

- 1) If the project is located within the Major Planning Corridors as defined in the Arlington County Retail Plan dated July 2015 (ACRP), then the Developer will market a minimum of 800 square feet of retail space located on the first floor of the building to uses as shown for that location in the approved ACRP or other applicable retail policy documents subsequently approved by the County Board and consistent with the standards in this Condition #39.

If the project is located outside of the Major Planning Corridors as defined in the ACRP, then the Developer agrees to market a minimum of 800 square feet of retail space located on the first floor of the building to uses consistent with the listings under “Retail Definition” in the ACRP or other applicable retail policy documents subsequently adopted by the County Board, and any other uses which the Zoning Administrator may determine are of the same general character (as same general character is described in Section 15.1.7 of the Zoning Ordinance), provided that they are consistent with the standards in this Condition #39.

The Developer agrees to submit the marketing material and/or a letter detailing the marketing efforts, and first floor plans consistent with the standards in this Condition #39, and obtain approval of such material or letter from the Zoning Administrator as having met the standards of this condition.

- 2) For retail space greater than 3,000 square feet, the Developer agrees to retain a retail broker and meet with AED to discuss the strategy and marketing plans for the retail space. The Final Building Permit shall not be issued until documentation has been provided to the Zoning Administrator from AED that this meeting has occurred and a retail broker retained.
- 3) **Standards for Retail Spaces:** The retail spaces shall be designed and constructed to meet the Retail and Urban Design Guidelines set forth in the ACRP. ~~Exceptions are set forth as follows:~~

~~Insert any exceptions proposed.~~

B. Changes to Retail Spaces:

- 1) The Developer agrees that minor adjustments in the approved retail Gross Floor Area (GFA), or to details of the retail spaces as outlined in this Condition #39, shall be submitted to and may be approved by the Zoning Administrator if she finds that such changes are minor, as defined below, and are consistent with the original Site Plan approval. For the purposes of the preceding sentence, minor adjustments shall include only the following: (i) a minor adjustment in the location of the retail along the street frontage on the ground floor; or (ii) ~~a minor adjustment~~ an increase in the GFA for the retail space up to a maximum of 1,500 square feet of GFA, as long as the total approved retail GFA for the entire Site Plan does not change; or (iii) a minor adjustment in the elements of the retail space as described in this Condition #39. All other changes to the approved retail will require a Site Plan amendment.
- 2) The Zoning Administrator may approve a change of use for the subject space from retail to “retail equivalent” consistent with the standards for a “green” street as defined in the ACRP, through the administrative change process.

40. Safety Measures at Garage Exit Ramps (Final Building Permit)

The Developer agrees to install safety measures, which may include but shall not be limited to speed bumps, at garage exit ramps at locations where ramps abut the pedestrian sidewalk, in order to slow vehicular traffic prior to vehicles crossing the sidewalk. The Developer agrees to show the locations of the safety measures on the ground level final building floor plans and shall obtain review and approval by the Zoning Administrator of the safety measures as meeting this condition prior to the issuance of the Final Building Permit.

41. Transportation Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees to obtain approval from the County Manager of a Transportation Management Plan (TMP) prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for each respective building or phase of construction per Condition #5. Such approval shall be given if the County Manager finds that the TMP for each building includes a schedule and description of implementation and continued operation, throughout the life of the Site Plan, of all elements outlined below under sub-sections A (Participation and Funding), B (Facilities and Improvements), C (Carpool and Vanpool Parking), D (Promotions, Services, and Policies), and E (Performance and Monitoring).

The Developer agrees to ensure consistency between this TMP and the Parking Management Plan, to the extent TMP provisions are applicable to the operation and management of parking facilities.

Upon approval of the TMP by the County Manager, the Developer agrees to implement all elements of the plan with assistance, when appropriate, by agencies of the County. Unless otherwise specified, the Developer agrees that all individual elements of this TMP shall be operational prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy.

Unless otherwise specified, all dollar denominated rates shall 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 first approval of this condition.

A. Participation and Funding

- 1) Establish and maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of the property owner.
- 2) Designate and keep current a member of building management as Property Transportation Coordinator (PTC) to be primary point of contact with the County and undertake the responsibility for coordinating and completing all Transportation Management Plan (TMP) obligations. If applicable, designate and keep current a regional manager, or equivalent, as a secondary point of contact. The PTC shall be trained, to the satisfaction of ACCS, to provide, transit, bike, walk, rideshare and other information provided by Arlington County intended to

assist with transportation to and from the site.

- 3) Contribute annually to ACCS, or successor, to sustain direct and indirect on-site and off-site services in support of TMP activities. Annual contribution shall be calculated based on a rate \$0.06 per square foot of GFA for commercial (office, retail, hotel) use and \$0.035 per square foot of GFA for residential use, escalated by CPI from the year 2008, per year for 30 years. Payment on this commitment shall begin as a condition of issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for each respective building or phase of construction. Subsequent payments shall be made annually.

B. Facilities and Improvements

- 1) Provide in the lobby or lobbies, a transportation information display(s), the number/content/design/location of which will be approved by ACCS. The developer agrees that the required transportation information displays shall meet the Arlington County Neighborhood Transportation Information Display Standards in effect on the date of the site plan approval, or equivalent as approved by the County Manager.
- 2) Provide an ADA-compliant hotel van (with lift) to provide shuttle service to and from designated Metro station(s) for employees and guests. The van shall be staffed by a full-time employee, with a dedicated van-accessible parking space provided on the ground level of the mixed-use parking garage. The van shall be parked in this space when not in service. A communication device shall be provided with the hotel for on-call service (hotel only).
- 3) Provide, within the TMP a Bicycle Facilities Management Plan to support the infrastructure provided through Conditions #19 and #24. This plan shall include a description of how the facilities will be managed and operated, including:
 - a. Hours of operation and availability to users. Secure bicycle storage, showers, and lockers for office/hotel/retail uses shall be available to employees during all hours in which employees may access the building. Bicycle commuters shall be permitted to use the lockers for storage 24 hours per day, 7 days per week, to facilitate bicycle commuting.
 - b. Management of registration and access of persons and bicycles to use the facilities.
 - c. Management of locker assignments, and re-assignments, to bicycle commuters.
 - d. Methods to notify building occupants of the amenities, and the frequency of the notifications.
 - e. Policy for abandoned bicycles.

C. Carpool and Vanpool Parking

Carpools and Vanpools (for buildings with a minimum of 50,000 square feet of gross floor area of non-residential uses)

- 1) Operate a carpool/vanpool program with required elements including, at minimum:
 - a. Provide reserved, signed, spaces for carpools and vanpools conveniently located with respect to main entrances/elevators serving the building.
 - b. Provide two-person or more carpools with a parking subsidy equal to one-half the single-occupant vehicle monthly rate.
 - c. Provide vanpools, as recognized by the Internal Revenue Service (IRS), with free parking.

D. Promotions, Services, and Policies

- 1) Prepare, reproduce and distribute, in digital or hard copy, materials provided by Arlington County, which includes site-specific transit, bike, walk, and rideshare-related information, to each new residential lessee or purchaser, and office, retail, hotel, property management, or maintenance employee, from initial occupancy through the life of the site plan. These materials shall be distributed as a part of prospective tenant marketing materials, as well as communications associated with lease signing, on-boarding, or similar activities.
- 2) Provide one time, per person, to each new residential lessee or purchaser, and each new office, retail, hotel, property management, or maintenance employee, whether employed part-time or full-time, directly employed or contracted, who moves into or begins employment in the building throughout initial occupancy, the choice of one of the following:
 - a. \$65.00 Metro fare on a SmarTrip card or successor fare medium
 - b. A one year bikeshare membership
 - c. A one year carshare membership

Purchase 50% of the anticipated need for such fare medium options prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, and maintain stock on hand thereafter.

The County Manager may approve additions to, or substitution of one or more of these choices with a comparable transportation program incentive, as technology

and service options change, if he/she finds that an incentive shall be designed to provide the individual with an option other than driving alone in a personal vehicle, either by removing a barrier to program entry, such as a membership cost, or by providing a similar level of subsidized access to a public or shared transportation system, program or service.

- 3) Provide, administer, or cause the provision of a sustainable commute benefit program for each on-site property management, maintenance, and hotel employee, whether employed part-time or full-time, directly employed or contracted. This commute benefit program shall offer, at a minimum, a monthly pre-tax transit and vanpool benefit, as defined by the IRS, or a monthly subsidized/direct transit and vanpool benefit, as defined by the IRS.
- 4) Provide, under a “transportation information” heading on the Developer and property manager’s websites regarding this development:
 - a. Links to the most appropriate Arlington County Commuter Services and/or external transportation-related web page(s). Obtain confirmation of most appropriate link from ACCS.
 - b. A description of key transportation benefits and services provided at the building, pursuant to the TMP.

E. Performance and Monitoring

- 1) During the first year of start-up of the TMP and on an annual basis thereafter, the Developer shall submit an annual report, which may be of an online, or e-mail variety, to the County Manager, describing completely and correctly, the TDM-related activities of the site and changes in commercial tenants during each year.
- 2) The Developer agrees to reimburse the County the full cost up to a maximum of \$7,000 (\$7,000 per land use type) for, and participate in, a transportation and parking performance monitoring study at two years, five years, and each subsequent five years (at the County’s option), after issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, for the life of the site plan. The County may conduct the study or ask the owner to conduct the study (in the latter case, no reimbursement payment shall be required). As part of the study, a report shall be produced as specified below by the County. The study may include:
 - a. building occupancy rates,
 - b. average vehicle occupancy,
 - c. average garage occupancy for various day of the week and times of day,
 - d. parking availability by time of day,
 - e. average duration of stay for short term parkers on various days of the week and times of day,
 - f. pedestrian traffic,

- g. a seven-day count of site-generated vehicle traffic,
- h. a voluntary mode-split survey,
- i. Hourly, monthly, and special event parking rates.

The building owner and/or operator shall notify, assist, and encourage building occupants and visitors on site to participate in mode-split surveys which may be of an on-line or email variety.

42. Affordable Housing Contribution (Shell and Core Certificate of Occupancy)

~~A. For Affordable Housing Per the Ordinance—(Shell and Core Certificate of Occupancy)~~ The Developer agrees to submit to and obtain from the County Manager confirmation or approval of the finalized plan for meeting the requirements of the affordable housing ordinance prior to the issuance of the Shell and Core Certificate of Occupancy. If the Developer fulfills the requirements through a monetary contribution, the Developer shall make the check payable to the Arlington County Treasurer and deliver the check to the Arlington County Housing Division prior to issuance of the Shell and Core Certificate of Occupancy. If the Developer fulfills the requirements through on-site or off-site units, the Developer shall execute all necessary documents to implement the approved or confirmed plan prior to the First Partial Certificate for Tenant Occupancy. The finalized plan shall comply with Subsection 15.5.8 of the Zoning Ordinance, “Affordable Dwelling Units for Increased Density Within General Land Use Plan.”

~~B. For Development with Bonus Density for Affordable Housing (First Partial Certificate of Occupancy for Tenant Occupancy)~~ [When there is on-site affordable housing] The Developer agrees to execute documents requested by the County to evidence agreement to all of the terms and conditions outlined in the Developer’s approved final Affordable Housing Plan, as set forth below, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the project:

1) ~~**Affordable Rents:**~~ The Developer agrees to provide _____ units, consisting of _____ one-bedroom units, _____ two-bedroom units and _____ three-bedroom units in approximately _____ gross square feet or _____ rentable square feet as Committed Affordable Units (CAFs). The CAFs shall have rents affordable to households at or below 60% of Area Median Income (AMI) as published by the U.S. Department of Housing and Urban Development (HUD) for the Washington, DC Metropolitan Statistical Area, adjusted for household size. The Developer agrees that the affordable rents of the CAFs shall not exceed 30% of the 60% AMI level as published by HUD, minus a utility allowance (if applicable) as per the schedule of Allowances for Tenant Furnished Utilities provided by the Housing Division. These CAFs shall be leased only to households whose incomes do not exceed 60% of AMI as published by HUD for the Washington, DC Metropolitan Statistical Area, adjusted for household size.

2) ~~**Rent Increases:**~~ The Developer agrees that rent increases for CAFs will be limited to increases provided by the Housing Division using AMI-based income

~~limits published by HUD. For the first five (5) years of occupancy by each household in a CAF, the Developer agrees to a cap on the increase in rent of 5% per year in years where the AMI-based income limits published by HUD exceed 5%.~~

- ~~3) **Compliance Period:** The Developer agrees that the Site Plan condition shall require the CAFs to remain affordable as defined in Paragraph 1 “Affordable Rents” and Paragraph 2 “Rent Increases” above for a term of 30 years from the date of issuance of the Certificate of Occupancy for the last CAF unit that is able to be occupied for the building in which the CAF units are located.~~
- ~~4) **Accessible Units:** The Developer agrees to maintain a minimum of [number] of the CAFs as Type A units (“accessible units”) under standards described in the American National Standards Institute “Accessible and Usable Buildings and Facilities” (ICC/ANSI A117.1) as adopted by the Virginia Uniform Statewide Building Code. The Developer agrees to diligently market the accessible units to income-qualified households with persons with physical disabilities for a period of 60 days during the initial marketing and leasing period. If after 60 days the Developer is unable to rent the accessible units to income-qualified households with persons with disabilities, the Developer agrees to continue to make best efforts to market and lease the accessible units to income-qualified households with persons with disabilities, but the Developer may market and lease these accessible units to any income-qualified households regardless of disability. The Developer agrees to market accessible these units as part of the Developer's Affirmative Marketing Plan, described below.~~
- ~~5) **Developer Affirmative Marketing Plan:** The Developer agrees to prepare and implement an Affirmative Marketing Plan in substantially the form as required by the Housing Division. The Developer agrees that the Affirmative Marketing Plan shall call for the initial advertising and marketing of all the CAFs for a period of at least sixty (60) days prior to the projected occupancy of the complex.~~

~~In addition, employees of the Owner, Developer and/or Property Management Company shall not submit applications for the CAFs until the CAFs have been openly marketed for a minimum of four (4) weeks.~~

- ~~6) **Condominium Conversion:** If at any time prior to the end of the 30-year compliance period for the CAFs the Owner or Developer proposes to convert the property from rental units to a condominium, the CAFs shall continue to be operated as rental units subject to the terms and conditions of this site plan condition for the remainder of the compliance period.~~

Affordable Housing Contribution (Shell and Core Certificate of Occupancy)

A. For Development with Base Density for Affordable Housing (ACZO Section 15.5.8 (C)).

1. Prior to the issuance of the Shell and Core Certificate of Occupancy, the Developer must submit a written affordable housing plan (“**Affordable Housing Plan**”) to the County Manager for approval in order to meet the requirements of subsection 15.5.8 (C) of the Arlington County Zoning Ordinance (“**ACZO 15.5.8 (C)**”), which shall be based upon the site plan with the exclusion of the site area and development program associated with the Crystal Houses 5 site and building only if it is conveyed to the County per Condition No. 42.C. Upon approval of the Affordable Housing Plan by the County Manager (the “**Approved Affordable Housing Plan**”), the Developer must submit the Approved Affordable Housing Plan to the Zoning Administrator.
 - 2) If, pursuant to the Approved Affordable Housing Plan, the Developer elects to fulfill the requirements of ACZO 15.5.8 (C) through a monetary contribution, then the Developer shall, prior to the issuance of the Shell and Core Certificate of Occupancy, deliver a check to the Arlington County CPHD Housing Division, made payable to the Arlington County Treasurer for the requisite amount of the monetary contribution.
 - 3) If, pursuant to the Approved Affordable Housing Plan, the Developer elects to fulfill the requirements of ACZO 15.5.8 (C) through the provision of either on-site or off-site residential units, the Developer shall, prior to the issuance of the Shell and Core Certificate of Occupancy, execute all necessary documents required by the County Attorney to implement the Approved Affordable Housing Plan (“**Implementation Documents**”), and deliver the executed Implementation Documents to the County Manager and County Attorney for approval and execution.
- B. Land Conveyance for Affordable Housing for Additional Density Obtained Through C.O. Crystal City (ACZO Section 7.16.5 (A)).** In fulfillment of its affordable housing obligations under ACZO Section 7.16.5(A) as specified in Condition No. 42.C below, at the request of the County Manager made not sooner than April 1, 2020, and in no event later than September 30, 2020, or such later date as may be provided for in a purchase and sale agreement between the Developer and the County Board, the Developer shall convey fee simple title to the real property located on a portion of RPC No. 36-018-014 located at 1900 South Eads Street, Arlington, Virginia, and known as the Remainder of Parcel II Property of Crystal House Apartments Investors, LLC, and currently the subject of an application to for SP #451 to permit, among others, development of a Crystal House 5 building (the “Affordable Housing Site”), which conveyance shall be substantively in accordance with the terms and conditions of the Draft Purchase and Sale Agreement attached hereto and incorporated herein as a part of this condition as Exhibit 1, entitled, “Draft Purchase and Sale Agreement for Conveyance of Crystal House 5 to County Board of Arlington County” which terms and conditions are agreed to and accepted by the Developer. The County Manager shall provide written notice of the County’s intent to acquire the Affordable Housing Site, and the Developer shall convey the Affordable Housing Site to the County within 60 days of the notice or such other date as may be provided in accordance with the terms and conditions of a final Purchase and Sale Agreement approved by and executed on behalf of the County Board. Once title to the Affordable

Housing Site is conveyed to the County, the Developer shall have no further affordable housing obligation under this Condition No. 42.B.

- C. **Affordable Housing for Additional Density Obtained Through C-O-Crystal City (ACZO Section 7.16.5(A))**: In the event the County elects not to take title to the Crystal Houses 5 site and building pursuant to Condition No. 42.B, the Developer agrees to fulfill its affordable housing obligations under ACZO Section 7.16.5(A) by providing an on-site committed affordable unit (CAF) program as outlined below:
1. **Committed Affordable Units**: The Developer shall designate and provide a CAF program with a total of approximately 49,680 affordable rentable square feet or approximately 62,100 affordable gross square feet provided in up to 49 CAFs on site. Prior to issuance of the first building permit for construction of the site plan, the Developer shall submit a written proposal ("**On-Site Affordable Housing Program Proposal**") to the County Manager for approval which proposes a unit mix by size and building/phase and, which may include, at the Developer's discretion, up to 100% of the CAFs located in the Crystal Houses 1 and 2 buildings, to provide approximately 49,680 affordable rentable net square feet or approximately 62,100 affordable gross square feet in up to 49 CAFs.
 2. **Affordable Rents**:
 - a. The Developer agrees that the CAFs shall have rents affordable to households at or below sixty percent (60%) of the area median income ("AMI") as published by the United States Department of Housing and Urban Development ("HUD") for the Washington-Arlington-Alexandria Metropolitan Statistical Area (the "Statistical Area"), adjusted for household size.
 - b. The Developer agrees that the rents for each CAF in the new development shall not exceed the maximum rents allowed for affordable rental units in Arlington County, as published by HUD. The maximum CAF rents shall be based on the median income statistics for the Statistical Area issued periodically by HUD.
 - 3) **Rent Increases**: The Developer agrees that rent increases for CAFs will be limited to increases provided by the Arlington County CPHD Housing Division using AMI-based income limits published by HUD. For the first five (5) years of occupancy by each household in a CAF, the Developer agrees to a cap on the increase in rent of 5% per year in years where the AMI-based income limits published by HUD exceed 5%.
 - 4) **Compliance Period**: The Developer agrees that this Affordable Housing Contribution site plan condition shall require the CAFs to remain affordable as defined in Paragraph 2 "Affordable Rents" and Paragraph 3 "Rent Increases" above for a term of thirty (30) years from the date of issuance of the Certificate of Occupancy for the last CAF unit that is able to be occupied for the building in which the CAF units are located.

5) **Accessible Units:** The Developer agrees to maintain a minimum of five (5) CAFs as Type A residential units (“**Accessible Units**”) under standards described in the American National Standards Institute “Accessible and Usable Buildings and Facilities” (ICC/ANSI A117.1) as adopted by the Virginia Uniform Statewide Building Code. The Developer agrees to diligently market the Accessible Units to income-qualified households with persons with physical disabilities for a period of 60 days during the initial marketing and leasing period. If after 60 days the Developer is unable to rent the Accessible Units to income-qualified households with persons with disabilities, the Developer agrees to continue to make best efforts to market and lease the Accessible Units to income-qualified households with persons with disabilities, but the Developer may market and lease these Accessible Units to any income-qualified households regardless of disability. The Developer agrees to market these Accessible Units as part of the Developer's Affirmative Marketing Plan, described below.

6) **Developer Affirmative Marketing Plan:** The Developer agrees to prepare and implement an Affirmative Marketing Plan in substantially the form as required by the Arlington County CPHD Housing Division. The Developer agrees that the Affirmative Marketing Plan shall call for the initial advertising and marketing of all the CAFs for a period of at least sixty (60) days prior to the projected occupancy of the complex. In addition, employees of the Owner, Developer and/or Property Management Company shall not submit applications for the CAFs until the CAFs have been openly marketed for a minimum of four (4) weeks.

7) **Condominium Conversion:** If at any time prior to the end of the 30-year compliance period for the CAFs the Developer proposes to subject the property, including the CAFs, to a condominium regime pursuant to the Virginia Condominium Act, Title 44, Chapter 4.2, Section 79.39 et seq. of the Code of Virginia, 1950 Edition, as amended, then the Developer agrees (a) to notify the County Manager of the proposed condominium conversion not less than sixty (60) days prior to recording the Declaration of Condominium, and (b) to concurrently record with the Declaration of Condominium a Deed of Declaration of Restrictive Covenants, approved by the County Manager or his designee and in a form approved by the County Attorney, identifying with specificity which of the CAF units shall continue to be operated as CAF rental units by the Developer, subject to the terms and conditions of this Affordable Housing Contribution site plan condition for the remainder of the thirty (30) year compliance period. Alternatively, the CAF units may be offered for sale to qualifying income eligible homebuyers at an affordable price subject to an Affordable Dwelling Unit Homeownership Program Agreement to be approved by the County Board.

43. Availability of Site Plan Conditions to Residential Condos, Cooperatives and Homeowners Associations (Shell and Core Certificate of Occupancy)

The Developer agrees to submit proof to the County Manager that it has satisfied this condition prior to the issuance of the Shell and Core Certificate of Occupancy for the building.

- A. 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.
 - B. 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 Partial Certificate of Occupancy for Tenant Occupancy following the conversion.
- 44. Obtain Master Certificate of Occupancy (Within 12 months of Receipt of the Certificate of Occupancy that permits full occupancy)**
The Developer agrees to obtain a Master Certificate of Occupancy within twelve (12) months of receipt of the Certificate of Occupancy that permits full occupancy. The Developer may request in writing to extend the timeframe for obtaining the Master Certificate of Occupancy. The request shall outline the reasons for the extension and shall be submitted to the Zoning Administrator for review and approval at least one (1) month prior to the end of the twelve-month time frame. The Zoning Administrator may approve such extension upon finding that the Developer is diligently and in good faith pursuing completion of the project, and will apply for and meet all requirements of a Master Certificate of Occupancy within a reasonable amount of time.
- 45. Building Height Certification (Master Certificate of Occupancy)**
The Developer agrees to submit to, and obtain review and approval by the Zoning Administrator of one set of drawings certifying the building height as measured from the average site elevation to both the building roof and to the top of the penthouse roof prior to the issuance of the Master Certificate of Occupancy.
- 46. Structural Modifications (Life of Site Plan)**
A. The Developer agrees that any structural modification or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager determines that any proposed 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 require approval by the County Board, a Site Plan amendment shall be required.
- B. 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.
- 47. Building Security Measures (Life of Site Plan)**
The Developer agrees that the design of exterior office building security measures shall not result in the removal or reduction in the number of on-street parking spaces around

the perimeter of a site, whether at the request of the Developer or a tenant or otherwise. The Developer agrees to notify each prospective tenant of the office building, prior to execution of any lease with a tenant, of the above for the life of the site plan.

48. Snow Removal (Life of Site Plan)

The Developer agrees to remove snow and ice from all sidewalks within or adjacent to the site, from adjacent bus stops, from all interior streets, and from required Fire Apparatus Access Roads (fire lanes) for the purpose of providing safe vehicular and pedestrian access throughout the site. Snow or ice fall less than six (6) inches shall be removed within twenty-four (24) hours, and six (6) inches and greater shall be removed within thirty-six (36) hours of the cessation of such snow fall or freezing. (Snowfall as measured by the National Oceanic and Atmospheric Administration at National Airport).

49. Maintenance of Residential Common Areas (Life of Site Plan)

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 14.1 of the Zoning Ordinance.

50. Retention of Approved Parking Ratio over Subdivided Site (Life of Site Plan)

The Developer agrees to provide parking for each building according to the ~~approved parking ratio~~ number of spaces identified in Condition #32; when 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.

51. Retention of Approved Density over Subdivided Site (Life of Site Plan)

Pursuant to the Site Plan, the total density allocated for any new construction on any subdivided parcels of the Site Plan shall not exceed the total approved density for the entire Site Plan. No additional density shall be allowed on any individual parcel formed by subdivision of the site.

52. Refuse Delivery to County Disposal Facility (Life of Site Plan)

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, before issuance of the Master Certificate of Occupancy. 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 shall 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.

53. Canopies and Awnings (Life of the Site Plan)

The Developer agrees that it will not construct or permit to be constructed any structures within areas dedicated, or to be dedicated, as public sidewalk easements and public sidewalk and utilities easements pursuant to the conditions of this site plan, except canopies, awnings and/or other similar architectural details as depicted in the final site plan on the face of the building (“canopies and awnings”), within such easement areas, provided that all such canopies and awnings shall be consistent with the final design and site engineering plans approved by the County Manager. Such canopies and awnings shall also, among other requirements, meet the following minimum standards: each canopy or awning shall (i) be suspended from the face of a building or structure; (ii) have no ground supports; (iii) extend no more than six (6) feet into the adjoining public sidewalk easement or public sidewalk and utility easements; (iv) contain no permanent fixtures, such as, among other things, fans, heaters and sprinklers; (v) extend no more than six feet in any location from the face of the building to the outer edge of the canopy or awning; (vi) extend into the easement area no further than to a point that is five feet behind the back of the curb line; (vii) not be located in the clear space above any utility vault; and, (viii) maintain a clearance of at least eight feet above the public sidewalk to the lowest part of the canopy or awning, provided, that if such canopy or awning incorporates a sign, the canopy or awning and the sign shall meet all applicable zoning ordinance provisions.

In the event such canopies and awnings are approved by the County Board as part of the final site plan, the Developer further agrees for itself, its successors in title and interest, and assigns, to indemnify and hold harmless the County Board of Arlington County, Virginia and County officials, officers, employees, and agents from all claims, negligence, damages, costs and expenses arising from the canopies and awnings. The Developer agrees that, in the event of an emergency, the County may remove the canopy or awning and shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal. In such event, the County shall not be responsible for replacing such canopy or awning.

The Developer agrees that in the event of need for routine utility work in the area of a canopy or awning, or need for County infrastructure repairs in the regular course of business in the area of the canopy or awning, the County may, by written notice delivered to the Developer, require the Developer, at the Developer’s sole cost and expense, to remove the canopy or awning within fourteen (14) days of delivery of said notice. The Developer further agrees that, if the canopy or awning is not removed within fourteen (14) days of delivery of said notice, the County may, at the sole cost and expense of the Developer remove the canopy or awning and the Developer agrees that the County shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal, or for replacing such canopy or awning.

The Developer agrees that, if the County Manager determines that any canopy or awning, whether or not approved, interferes with public access or is otherwise inconsistent with the public welfare, zoning ordinance requirements, or future development, the Developer agrees to, at its sole cost and expense, to remove the canopy or awning and fully restore any affected surface areas of the canopy, building or easement. The Developer agrees to

complete removal of any canopy or awning upon notice of the County Manager's determination. The Developer agrees that, if the Developer fails to remove the canopy or awning within the time specified, the County may remove the canopy or awning, at the expense of the Developer, and that the County shall not be liable for any loss or damage that may occur as a result of such removal.

54. Public (Use and) Access Easements (First Partial Certificate of Occupancy for Tenant Occupancy)

A. Grant Easements to County (First Partial Certificate of Occupancy for Tenant Occupancy) The Developer agrees to grant permanent public (use and) access easements to the County Board of Arlington County providing for public use and access to the public walkway through the block connecting 19th Street S. to the west to the public center park to the east, as shown on Plan Sheet C9.00 on the plans referenced in Condition #2, entitled "Walkway Easement", which shall be approved and recorded prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the building for the applicable phase of development. The final location of the easements may change with the preparation of the final building plans.

B. Construction and Landscaping (Prior to granting public use and access easement) The Developer agrees to construct and landscape these areas, as shown on plans dated November 25, 2019 and made a part of the public record on December 14, 2019. Final landscape design and installation shall be approved by the County Manager as part of the Final Landscape Plan. Construction and landscaping of these areas shall be completed prior to the granting of the public (use and) access easements. If the developer requests and the Zoning Administrator allows modifications to the timing of the installation of landscape features, plant materials and/or street trees under Condition #21.C.1.a., then the public (use and) access easement may be granted prior to such installation. In such case, developer agrees to take all necessary measures, including but not limited to, fencing or barriers, to protect the general public, residents or customers during the time that such installation is incomplete and during the construction/installation of the same.

C. The public (use and) access easements shall be granted by deed, in form acceptable to the County Attorney and in 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 the areas and all facilities, hardscape and landscape located within the public (use and) access easement. The public (use and) access easements shall include, among other items, the following provisions:

- 1) The Developer and the grantors of the public (use and) access easement, and their successors and assigns, shall be responsible, at their sole cost and expense, to perform and pay for the continued care, cleaning and maintenance, including snow and ice removal, repair, replacement, installation and removal of the public (use and) access easement area, and all facilities and improvements installed therein.

- 2) The Developer, their respective successors in title and interest, and their assigns shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents (collectively, "County") from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the public (use and) access easement by the Developer, the County or the property owners, or from use and access by the public at large.

55. Developer Installation of In-Building First Responder Network (Final Building Permit) In order to maintain the effectiveness of the County's public safety systems, the Developer/applicant hereby agrees to design, construct, install, and maintain in an operable condition, an over-the-air radio in-building emergency responder communication and distribution system for all new buildings that will include, as defined in Attachment A:

- a. a donor antenna in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both;
- b. single mode fiber optic backbone;
- c. conditioned and secured-access space with dedicated backup power to locate fiber distribution equipment;
- d. secured head-end equipment to support bi-directional radio transmissions over the air and via internet protocol fiber optic link;
- e. related hardware in a number and configuration that is appropriate for radio transmission in frequencies established by the County;
- f. dedicated communications conduits from property line to the head-end equipment room;
- g. alarm reporting to the County's designated recipient.

The Developer agrees to submit to the County Manager for his/her review and approval, engineering drawings indicating that adequate accommodations have been made in the building to meet this requirement prior to issuance of the Final Building Permit. The County Manager will approve the drawings if she finds that the drawings meet the standards of this site plan condition.

In addition, the Developer agrees to submit to and obtain the County Manager's review and approval of, reports verifying that the level of radio communications coverage in the building is sufficient to permit emergency responder communication throughout the building, according to the testing procedure outlined in Attachment A. The Developer agrees to submit and obtain review and approval of these reports at the following times:

- a) prior to the issuance of the first certificate of occupancy for any space in the building;
- b) every one year after the date of issuance of the first certificate of occupancy for any space in the building.

The County Manager may waive this condition in the future if he/she determines that the level of radio communications coverage within the building

can be monitored and verified to be at an acceptable level by the County through the County's ConnectArlington fiber optic network or other mutually acceptable means. In addition, the County Manager may waive coverage requirements in secure areas as well as in cases where State and County requirements overlap.

56. Temporary and Permanent Public Sidewalk, Utilities, and Traffic Signals Easements

In addition to, and notwithstanding the requirements of Condition Number 19 and Condition Number 23 above, the Developer agrees to obtain approval and record all plats, deeds of conveyance, deeds of dedication and deeds of easement for the property interests shown below, within 90 days of the approval of this Site Plan or prior to the issuance of the any permit, whichever first occurs. The property interests required to be dedicated or conveyed to the County shall include:

- a. Temporary construction easement totaling approximately 20,772 square feet along 18th Street South, between South Fern Street and South Eads Street, on a portion of the property that is the subject of this Site Plan, and depicted as "Temporary Easement" on Overall Easement and Vacation Exhibit, Sheet C5.00, dated September 10, 2019, for the purpose of construction of the County's 18th Street South Complete Street Project.
- b. Permanent easement for public sidewalk, utilities, and traffic signal purposes totaling approximately 12,430 square feet along 18th Street South, between South Fern Street and South Eads Street, on a portion of the property that is the subject of this Site Plan, and depicted as "Public Sidewalk, Utility, and Traffic Signal Easement" as shown on Overall Easement and Vacation Exhibit, Sheet C5.00, dated September 10, 2019.
- c. Dedication and conveyance to the County of approximately 49,500 square feet, depicted as "Roadway Dedication" on Overall Easement and Vacation Exhibit, Sheet C5.00, dated September 10, 2019.

57. Off-site Bicycle Infrastructure (Final Certificate of Occupancy for Tenant Occupancy for CH-3)

The Developer agrees to construct a 5-foot wide protected bicycle lane on the west side of South Eads Street from 15th Street South to 18th Street south (the "Off-Site Cycle Track"), prior to the issuance of the Final Certificate of Occupancy for Tenant Occupancy for the Crystal House 3 building. The Off-Site Cycle Track lane shall be shown on the Civil Engineering Plan approved by the County Manager per Condition #19. Full design of the facility shall be included in the post-approval Civil Engineering Plan (CEP).

In the event that the Developer is unable to obtain any necessary easements for the installation of the Off-Site Cycle Track, the developer shall provide to the County, the engineered design for the Off-Site Cycle Track in addition to a monetary contribution, in an amount based on a cost estimate prepared by a Commonwealth of Virginia licensed professional engineer determined to be acceptable to the County Manager, to allow for the construction, by the County or by others, of the Off-Site Cycle Track, prior to the

issuance of the final Certificate of Occupancy for Tenant Occupancy for Crystal House 3.

58. Public Parking Spaces in Crystal House 5

The developer agrees that a minimum of 35 parking spaces shall be made available for public use on the Crystal House 5 site, which may be located within either the parking garage or the on-site alley at the rear of the building. The developer agrees that the number of residential and public parking spaces within the garage and on the site may be reallocated between public and private use through the administrative change process. The developer further agrees to provide wayfinding signs on the exterior of the Crystal House 5 building, consistent with DES standards.

59. Allowance for Loading and Trash Collection for Restaurant Row on CH-5 Site

The developer agrees to provide a space on the Crystal House 5 site adjacent to the abutting retail establishments for the purpose of refuse collection and storage, storage and collection of biofuels, and loading and deliveries for those establishments, prior to the issuance of the Final Building Permit for the Crystal House 5 site. This loading and trash collection area shall be located along the southern property line of the Crystal House 5 site and shall be of sufficient depth to provide for the storage and collection of refuse and biofuels, and for the loading and unloading of deliveries for the retail tenants of the buildings to the south. Prior to the issuance of the Demolition and Land Disturbance Permit for development of the Crystal House 5 site, the developer agrees to organize and host a meeting with the abutting property owners and retail tenants to discuss the design and functionality of the redevelopment of the alley. The Developer agrees the Demolition and Land Disturbance Permit for Crystal House 5 shall not be issued until a sign-in sheet for the above-mentioned meeting has been submitted to the Zoning Administrator.

During construction of the improvements to the existing alley, the developer agrees to provide an area for the purposes of refuse collection and storage, collection and storage of biofuels, and loading and deliveries for the abutting property owners either on site or in close proximity to the site.

60. Design and Treatment of Pedestrian Walkway

The developer agrees to design and build a continuous public pedestrian walkway from S. Fern Street on the west to S. Eads Street on the east prior to the issuance of the final Certificate of Occupancy for Tenant Occupancy for Crystal House 8. The design and treatment of the walkway shall be shown on the Final Landscape Plan per Condition #21 for the applicable phase of development. A consistent walkway treatment shall extend from the S. Fern Street through the 5-foot public walkway easement shown on Plan Sheet C9.00, through the northern edge of the public park (referred to as the “20th Street and Eads Street Park”) to S. Eads Street. The developer further agrees to design the walkway to enhance its prominence and visibility from both S. Fern Street and S. Eads Street. The applicant agrees to use color, material, lighting, paving treatment, wayfinding signs, and other design elements to provide an inviting, publicly delineated walkway from S. Fern Street to S. Eads Street. The applicant further agrees that, to the extent possible, the walkway shall be lined on at least one (1) side with trees.

61. Masonry Wall on 18th Street N.

The developer agrees to construct a four (4) foot masonry wall at the back of sidewalk along 18th Street S. between Crystal House 6 and Crystal House 7 for the purposes of screening the steep grade in that location and framing the sidewalk between the two (2) buildings. The developer agrees that construction of the wall shall not impede the required streetscape dimensions per Condition #19. Details of the masonry wall shall be shown on the Final Landscape Plan referenced in Condition #21.

62. Public Park Easements (“20th and Eads Street Park” and “South Fern Street Corner Park” or together “Park Easements”)

The Crystal Houses Site Plan, approved by the County Board on December 14, 2019, identifies on Illustrative Site Plan Sheet A.002, dated October 31, 2019, seven (7) proposed buildings including four (4) multi-family residential buildings and three (3) sections of townhouses.

A. Obligation to Grant Park Easements

1)The Developer agrees to grant a permanent public park easement (“Park Easement for 20th and Eads Street Park” or Park Easement #1) to the County Board of Arlington County providing for public use and access to the approximately 0.81-acre Park or such area as shown in the final civil engineering plans. Park Easement #1 is located in the block of 1900 S Eads St. (RPC# 36-018-014) extending into the site from the intersection of 20th Street and Eads Street, as shown on the “Overall Easement and Vacation Exhibit” (Sheet C5-00) approved with the Site Plan (#451) by the County Board on December 14, 2019 (“20th and Eads Street Park”). Final landscape, design and installation of the 20th and Eads Street Park shall be approved by the County Manager as part of the final approved site plan development and landscape plan.

2)The Developer agrees to grant a permanent public park easement (“Park Easement for South Fern Street Corner Park” or “Park Easement #2”) to the County Board of Arlington County providing for public use and access to the approximately 0.59-acre Park or such area as shown in the final civil engineering plans. Park Easement #2 is located in the block of 1900 S Eads St. (RPC# 36-018-014) at the corner of S. Fern St. and 22nd Street S., as shown on the “Overall Easement and Vacation Exhibit” (Sheet C5-00) approved with the Site Plan (#451) by the County Board on December 14, 2019 (“South Fern Street Corner Park”). Final landscape, design and installation of the South Fern Street Corner Park shall be approved by the County Manager as part of the final approved landscape plan.

3) The 20th and Eads Street Park and the South Fern Street Corner Park are collectively referred to as the “Public Parks.”

B. Submission for Review of Public Park Easements

- 1) **20th and Eads Street Park (First Partial Certificate of Occupancy for Tenant Occupancy of Crystal House 3) and South Fern Street Corner Park (First Partial Certificate of Occupancy for Tenant Occupancy of Crystal House 4).**

Prior to the issuance of the first partial certificate of occupancy for tenant occupancy of Crystal House 3, the Developer agrees to submit for review by the County Manager the deed of easement for the Park Easement for 20th and Eads Street Park.

Prior to the issuance of the first partial certificate of occupancy for tenant occupancy of Crystal House 4 the Developer agrees to submit for review by the County Manager the deed of easement for the Park Easement for South Fern Street Corner Park.

These easements shall be granted by deed, in substance acceptable to the County Manager and in a form acceptable to the County Attorney. The Park Easement for 20th and Eads Street Park shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County prior to the issuance of the Final Certificate of Occupancy for Tenant Occupancy for Crystal House 3. The Park Easement for South Fern Street Corner Park shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County prior to the issuance of the Final Certificate of Occupancy for Tenant Occupancy for Crystal House 4.

The Developer agrees to design, construct, and maintain the Public Parks. Prior to issuance of a certificate of occupancy for each of the Public Parks, the Developer agrees to designate a contact with whom the County will be able to coordinate park programs or events. The Developer further agrees that all liens and encumbrances shall be subordinated to the easement rights of the County conveyed by the Park Easements.

C. Required Elements of Public Park Easements The developer agrees that the Public Parks shall be constructed in accordance with the Public Park Design (as defined below) and the Park Easements shall contain the following provisions:

- 1) All pathways, sidewalks, benches, trash receptacles, bicycle racks, drinking fountains, structures, dog run facility, trees, wildlife nesting boxes, landscaping, hardscape and all appurtenant facilities ("Facilities") installed in the Public Parks shall be and remain the property of the Developer, its successors and assigns, who shall be responsible for properly maintaining all Facilities installed in the Public Parks.
- 2) The Developer and its successors and assigns, shall be responsible, at its sole cost and expense, to perform maintenance (pursuant to a maintenance plan as set forth below) and continuously care for, clean and maintain (including, but not limited to, snow and ice removal) plantings and tree preservation, the dog run area and all Facilities (defined below) within the Public Parks.

- 3) The Developer agrees that Arlington County shall have the right to program and/or hold events in the Public Parks.
- 4) The Developer agrees that for all non-County events or activities it would like to hold in the Public Parks, the Developer shall obtain a Special Events Permit pursuant to the Arlington County Special Events program or successor program.
- 5) The Developer agrees that it shall operate the Public Parks pursuant to the current Arlington County Department of Parks and Recreation's (DPR) Park Rules & Regulations. The Developer shall provide such signage necessary to convey the appropriate and relevant Park Rules & Regulations within the Public Parks. The signs and sign content will be agreed upon by the Developer and the Director of Parks and Recreation and shown on the approved landscape plan.
- 6) The County and its agents shall have the right, but not the obligation to perform (if the Developer fails to do so), such repairs and maintenance as the County may deem necessary. The Developer, its successors in interest and assigns agree to and shall be obligated to reimburse the County for such repairs and costs upon demand.
- 7) The Developer, its successors in title and interest, and its assigns shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents (collectively, "County") from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the Facilities or other features, located within the Public Parks, by the Developer, the County or the property owners, or from use and access by the public at large.

D. Construction of 20th and Eads Street Park (Construction Completion – Final Certificate of Occupancy for Tenant Occupancy of Crystal House 3) and South Fern Street Corner Park (Construction Completion - Final Certificate of Occupancy for Tenant Occupancy of Crystal House 4) (Certificates of occupancy for the Public Parks.)

Prior to the issuance of the Final Certificate of Occupancy for Tenant Occupancy of Crystal House 3, the Developer agrees to complete construction of the 20th and Eads Street Park in accordance with the final approved landscape plan and obtain a certificate of occupancy for the park.

Prior to the issuance of the Final Certificate of Occupancy for Tenant Occupancy of Crystal House 4, the Developer agrees to complete construction of the South Fern Street Corner Park in accordance with the final approved landscape plan and obtain a certificate of occupancy for the park.

1. **Public Park Design.** The Developer agrees to submit to and obtain approval from the County Manager, a detailed final landscape plan for the Public Parks as part of the approved Final Landscape Plan. The final landscape plan for the Public Parks shall be generally consistent with the public space design shown on the 4.1 site plan preliminary landscape plans (Sheets L1.03, L4.00 – L4.03) dated October 23, 2019 and approved by the County Board on December 14 (or 17), 2019 (Public Park Design). The Developer agrees that the final selection of landscape materials and colors and plant and tree species to be used shall be as determined by the County Manager or his designees.
 - 1) Minor revisions to the Public Park Design shall not require a site plan amendment but may be incorporated into the approved Final Landscape Plan upon review and approval by the County Manager or his designee pursuant to an administrative change. Minor revisions are those that are not major revisions as listed below.
 - 2) Major revisions to the Public Park Design shall include but are not limited to, a change in general size or the elimination of amenities/uses such as the dog run, children's play elements, fruit trees, pollinator meadows, multi-use lawn areas and woodland areas. Major revisions shall require a site plan amendment and an appropriate public engagement process, as approved by the County Manager.
 - 3) The Public Park Design and installation shall meet current Arlington County Department of Parks standards of quality, operational standards, in effect at the time of approval of the Final Landscape Plan. Furthermore, the Developer agrees to include the following information in the Public Park Design on the approved final Landscape Plan:
 - a. The location, dimensions, and specifications of landscape elements, furnishings and structures, including, but not limited to, seating, tables, drinking fountains, lighting (including luminance levels) of the main pathway, shade structure or trellis, dog run elements including lighting, wildlife nesting boxes, fencing, landscape plantings and signs.
 - b. The details of the preservation of the existing trees and new plantings.
 - c. The design and details of the pathways (materials) in the public space.
 - d. The design and details of any proposed irrigation system.
 - e. Soil test result reports and details for soil amendments.

- f. All new lawn areas will 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.
- g. The Developer will coordinate with the County on the species selection for the fruit trees planted in the South Fern Street Corner Park. The tree species shall be selected based on the following characteristics, considerations and criteria appropriate for fruiting trees in an urban setting: low level of overall maintenance: watering, light pruning as needed (per species), low pest and disease management, disease resistant specific cultivars, ease of fruit or nut harvesting associated with overall tree scale: small scale or dwarf variety of tree or shrub type, require low levels of supplemental input, urban tolerant and regionally adaptive species.

E. Maintenance (Life of the Site Plan) The Developer agrees to maintain all the Public Park Facilities, hardscape and landscaping located within the Public Parks.

1. **Maintenance:** The Developer agrees, at its sole cost and expense, to maintain the Public Parks including, but not limited to, snow and ice removal, planting and replanting, tree maintenance and preservation, dog run area installation, reinstallation, cleaning and maintenance, safety monitoring, repair, replacement, and removal of facilities, amenities, and improvements within the Public Parks.
2. **Maintenance Plan** At the time of the approval of a final landscape plan, developer shall submit a maintenance plan for the Public Parks. The Maintenance plan shall include monitoring routine for identifying safety issues, principles of conservation landscaping techniques to improve water and air quality and shall include practices of seasonally appropriate vegetation removal and disposal timelines to support and extend habitat. The Maintenance plan should provide specialized maintenance instructions for the following park features:
 - (i) Pollinator gardens – The plan should address invasive plant control, weeding, plant replacement and garden clean-up practices.
 - (ii) Nesting Boxes – annual cleaning, monitoring and replacement.
 - (iii) Urban Orchard Fruit or Nut Trees – The plan should address pruning practices, disease monitoring, harvesting, ground clean-up, rodent control and tree replacement.

- (iv) Dog Run - The dog run areas of the Public Parks shall adhere to the guidelines identified in the Arlington County Public Spaces Master Plan and shall be consistent with the Arlington County Park Rules & Regulations, as amended.

F. Public Park Naming. The Developer agrees that the permanent name for the Public Parks shall be designated in accordance with the Arlington County Policy for Naming and Renaming of County Facilities and Parks adopted by the Arlington County Board on July 10, 1999 or the then-current Arlington County Park Naming Policy (Naming Policy). The Developer will propose park names in accordance with the Naming Policy and shall be completed prior to starting construction of the parks.

63. Surface Parking

The developer agrees that surface parking shall be provided in accordance with the plan dated November 22, 2019 prepared by Lessard Design, entitled “Proposed Parking Provision,” and attached to this report. The developer agrees that there shall be a maximum of 62 surface parking spaces on site (excepting the Crystal House 5 site should it be conveyed to the County), and that a minimum of 22 of those spaces shall be paved with a pervious paving treatment such as, but not limited to, “grasscrete.” The developer further agrees that all on-site surface parking spaces (excepting the Crystal House 5 site should it be conveyed to the County) shall be configured as parallel spaces, and that head-in surface parking spaces are not permitted. The total number, location, configuration, and paving treatment shall be shown on the Post-4.1 Plan set per Condition #3.

Attachment A

In-Building First Responder Network Definitions and Testing Protocol

Definitions

As used in the standard site plan condition entitled “Developer Installation of In-Building First Responder Network”, unless the context requires a different meaning:

“alarm reporting” means an SNMP (Simple Network Management Protocol)-based monitoring system that sends notifications of faults or diminished performance.

“dedicated communications conduit” means conduit assigned to contain only the fiber optic cable used for public safety communications;

“dedicated backup power” means a secondary source of power, whether from battery or emergency generator, supplying automatically when the primary power source is lost, continuously operational for no less than 12 hours and, if from a battery, charging itself automatically in the presence of an external power input and contained in a NEMA 4 enclosure;

“donor antenna” means a bi-directional antenna mounted to the roof of a building interconnected to optical signal conversion and distribution equipment;

“fiber distribution equipment” means one or more modules capable of converting optical signals into radio frequency signals for distribution to all interconnected omni-directional antennas;

“head-end equipment” means one or more modules capable of receiving radio frequency signals from a donor antenna, amplifying the radio frequency signals, and converting the radio frequency signals into optical signals for distribution via fiber optic cable to all fiber distribution units throughout the building and are contained in a NEMA 4 enclosure;

Testing Protocol

When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system “the system” tested to ensure that two-way coverage on each floor of the building reveals a minimum signal strength of -95 dBm in 95 percent of the building’s area. In addition, the quality of radio signal should be no less than Delivered Audio Quality (DAQ) 3.4 as defined by the Telecommunications Industry Association (TIA). The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal areas.
2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the County.
3. The test shall be considered failed if more than two nonadjacent grid areas do not meet the signal strength requirements.

4. In the event that three nonadjacent areas fail the test, in order to be more statistically accurate, the floor shall be divided into 40 equal areas. The test shall be considered failed if more than four nonadjacent grid areas do not meet the signal strength requirements. If the system fails the 40-area test, the system shall be modified to meet the 95 percent coverage requirement.
5. A test location approximately in the center of each grid area shall be selected for the test. The radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail. Prospecting for a better location within the grid area shall not be allowed.
6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file within the building so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the developer shall be required to rerun the acceptance test to reestablish the gain values.
7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure false oscillations are not being generated by the subject signal booster.
8. The antennas, cable, and other passive components of the system shall be rated to operate at least between 400MHz and 5.0 GHz.

The minimum qualifications of the system designer, tester and lead installation personnel shall include:

1. A valid FCC-issued General Radio Operators License; and
2. Certification of in-building system training issued by a nationally recognized organization or school or a certificate issued by the manufacturer of the equipment being installed.

Personnel may be exempt from these requirements upon successful demonstration of adequate skills and experience satisfactory to the County Manager or designee.

PREVIOUS COUNTY BOARD ACTIONS:

March 6, 1965	Approved a General Land Use Plan amendment from “General Business” to “Medium” Residential
	Approved a rezoning (Z-1793-65-2) from “C-2” to “RA-H” and an associated site plan for two apartment buildings (Crystal Towers).
May 8, 1965	Approved a rezoning from “RA-H” to “RA4.8” (Z-1807-65-3) and reinstated the site plan.
July 24, 1965	Approved an amendment to construct a lobby connecting the two towers and to modify parking
November 20, 1965	Approved a site plan amendment to redesign and relocate the swimming pool, redesign and readjust the deck to complement the pool, eliminate 25 parking spaces in the swimming pool area, increase number of enclosed parking spaces under the extended deck, improve parking garage circulation, and provide a curb cut on S. Eads Street.
March 12, 1966	Approved amendment to permit the use of 747 square feet of gross floor area approved as a barbershop as a commercial area to house a travel agency.
July 30, 1966	Approved an amendment to permit five permanent signs along S. Eads Street
October 8, 1966	Approved amendment to modify the 12 th floor of the North tower that resulted in an increase of six residential units
October 21, 1967	Approved amendment to permit the use of the 15 th Street S. right of way easement of off-street parking until such time that the County requires the additional right of way
November 4, 1967	Approved amendment to permit conversion of two existing penthouse units to two two-bedroom and two efficiency units.

February 5, 1983	Accepted withdrawal of an amendment to permit excess on-site parking spaces to be used by employees and to allow compact car spaces
January 7, 1995	Approved an amendment to permit both retail and secondary retail uses in the first- floor convenience commercial area, subject to all previous conditions and a new Condition #7
May 17, 1997	Approved amendment to permit alterations in the existing parking layout, including an increase in compact spaces, modifications to open space, and installation of a six-foot perimeter fence.
April 12, 2002	Approved amendment to permit a new residential building of 215,456 sq. ft., with modifications of use regulations for street setbacks, compact parking ratio & lot coverage; premises now known as 590 15 th Street S. (“Crystal Towers Lofts” or “Lofts 590”).
November 14, 2006	Approved a site plan amendment to add the Crystal Houses property (1900 & 2000 S. Eads Street) to SP #13 and construct two multifamily buildings with 247 dwelling units on the Crystal Houses block.
November 17, 2012	Approved use permit associated with a site plan (SP-13-U-12-1) for a Verizon Wireless telecommunications facility at Crystal Towers.
December 10, 2016	Approved use permit associated with a site plan (SP-13-U-12-2) for a telecommunications facility for T-Mobile; located at 1600 S. Eads St. (Crystal Towers).
November 9, 2017	Approved a site plan amendment to SP #13 to construct a new multi-family residential building for up to 252 units at the Crystal Houses apartment complex (Crystal Houses 3).

EXHIBIT 1
FORM OF PURCHASE AND SALE AGREEMENT FOR THE CONVEYANCE OF
CRYSTAL HOUSE 5 TO THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is made on _____, 20__ by and among, **CRYSTAL HOUSE INVESTORS LLC**, a Delaware limited liability company, their successors and assigns (collectively, “Seller”), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic (“Purchaser”). Seller and Purchaser are sometimes hereinafter collectively referred to as, the “Parties.”

RECITALS

A. Seller owns that certain parcel of land, with appurtenances thereto and the improvements thereon, located in Arlington, Virginia, described as “Remainder of Parcel II Property of Crystal House Investors LLC,” consisting of 39,092 square feet of land as more or less (and being a portion of Arlington County, Virginia RPC No. 36-018-014), as more particularly shown on the plat attached hereto as Exhibit A (the “Property”).

B. Seller has agreed to sell to Purchaser, and Purchaser has agreed to acquire from Seller, the Property.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS:

a. General Interpretive Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Section include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other genders; (ii) accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles with respect to commercial real estate; (iii) references herein to “Articles,” “Sections,” “subsections,” “paragraphs” and other subdivisions, which are not referenced to a document, are to designated Articles, Sections, subsections, paragraphs and other subdivisions of this Agreement; (iv) a reference to an Exhibit or a Schedule without a further reference to the document to which the Exhibit or Schedule is attached is a reference to an Exhibit or Schedule to this Agreement; (v) the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular provision; and (vi) the word “including” means “including, but not limited to.”

b. Defined Terms. For all purposes of this Agreement, the following terms shall have the respective meanings set forth below:

“Affiliate” shall mean, with respect to any Person, a party controlling, controlled by or under common control with such Person, and if such Person is a partnership or limited partnership, a partner of such Person, or if such Person is a corporation, a shareholder of such Person.

“Agreement” shall mean this Agreement as it may be amended from time to time.

“Bankruptcy” shall mean Title 11, U.S. Code, and any similar state law for the relief of debtors, as such laws may be amended.

“Business Day” shall mean Purchaser’s official work days and shall exclude those holidays when purchaser is not opened to the public for the conduct of business as determined by Purchaser.

“Contracts” shall mean all oral or written agreements, providing for the management, operation, supply, maintenance, repair, advertising or promotion of the Property to which agreements Seller is a party, transferee, assignee, a third party beneficiary or which otherwise relate to the Property, including service agreements, maintenance contracts, cleaning contracts, contracts for the purchase or delivery of labor, services, materials or supplies and equipment rental agreements or leases, and landscaping and lawn maintenance agreements.

“Custodian” shall mean a receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

“Deed” shall mean a special warranty deed, substantially in the form attached as Exhibit B, signed by Seller in proper form for recording, sufficient to convey to Purchaser good, marketable and insurable fee simple title to the Property, free and clear of all monetary liens, encumbrances, leases, covenants, conditions and other matters affecting title other than the Permitted Exceptions. The Deed shall include an acknowledgement by the Parties that the consideration for the conveyance of the Property is the full, final, complete, and irrevocable satisfaction of all affordable housing conditions or requirements with respect any property that was the subject matter of Site Plan No. 451.

“Easement Agreements” shall mean any and all easement agreements, reciprocal easement agreements, declarations of covenants, conditions, restrictions and easements, party wall agreements, “tie-back” agreements, common area agreements, shared maintenance agreements, common use agreements or similar agreements or understandings which burden or benefit the Property and under which Seller has any obligations, and all supplements, amendments, modifications and memoranda thereof, relating to the development, use, operation, management, maintenance or occupancy of the Property. Easement Agreements shall include the above described agreements, whether or not such agreements convey an interest in real property.

“Effective Date” means the date of completion of all of the following: (a) approval of this Agreement by The County Board of Arlington County, Virginia (as evidenced by an action or resolution by the County Board); and (b) execution and delivery of this Agreement by the last of the parties hereto to execute and deliver same. Seller shall execute this Agreement before the County Board approves this Agreement.

“Environmental Law” shall mean any federal, state or local law, ordinance, rule, regulation, requirement, guideline, code, resolution, order or decree (including consent decrees and administrative orders) in effect on the date of this Agreement which regulates the use, generation, handling, storage, treatment, transportation, decontamination, clean-up, removal, encapsulation, enclosure, abatement or disposal of any Hazardous Material, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Sections 2601, et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, their state analogues, and any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order

or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material.

“Feasibility Period” shall mean the period beginning with the Effective Date and expiring sixty (60) days thereafter.

“Governmental Authorities” shall mean any authority, board, bureau, commission, department or body of any municipal, county, state or federal governmental entity, instrumentality, unit, or any subdivision thereof, having or acquiring jurisdiction over the Property or the management, operation, use or improvement thereof.

“Hazardous Material” shall mean any flammable, explosive, radioactive or reactive materials, any asbestos (whether friable or non-friable), any pollutants, contaminants or other hazardous, dangerous or toxic chemicals, materials or substances, any petroleum products or substances or compounds containing petroleum products, including gasoline, diesel fuel and oil, any polychlorinated biphenyls or substances or compounds containing polychlorinated biphenyls, and any other material or substance defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic materials,” “contamination,” and/or “pollution” within the meaning of any Environmental Law.

“Legal Requirements” shall mean all laws, ordinances, rules, regulations, orders and requirements of all Governmental Authorities relating to, or regulating the ownership, use, operation, management, maintenance and repair of the Property, including zoning laws, building, fire, safety and health laws and Environmental Laws, and any obligations imposed on the owner of the Property in connection with any site plan approval of the Property or any part thereof, or zoning proffers relating to the Property or any part thereof.

“Mortgage” shall mean a mortgage, deed of trust, or any other type of security instrument of the type commonly given to secure loans or advances on, or the unpaid purchase price of, real property in Arlington County, Virginia.

“Permitted Exceptions” shall mean (i) the lien of current real estate taxes not yet due and payable, (ii) the special exceptions listed in the attached Exhibit C; (iii) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the Property; and (v) any matters agreed to in writing between Seller and Purchaser.

“Person” shall mean an individual, estate, trust, partnership, corporation, Governmental Authority or other legal entity.

“Property Documents” shall have the meaning set forth in Section 4(b).

“Purchase Price” shall mean the purchase price of the Property specified in Section 3.

“Release Date” shall have the meaning ascribed to such term in Section 8(d).

“Seller’s Knowledge” means the actual, conscious knowledge of [____, and ____] who are the current persons actively and directly engaged in the management and operation of the Property and are the persons most likely to possess relevant information concerning the Property and its operation.

2. THE PROPERTY: On the Settlement Date (as hereinafter defined in Section 6), Seller agrees to sell and convey to Purchaser, and Purchaser agrees to acquire from Seller, the Property, being all right, title and interest in that certain parcel of land, with all appurtenances thereto and the

improvements thereon, located in Arlington, Virginia, with the legal description of such Property being attached hereto as Exhibit A, subject to the terms and conditions set forth in this Agreement.

Seller shall sell and convey and Purchaser shall acquire and accept fee simple title to the Property and any other rights to be transferred to Purchaser as set forth above, free and clear of all liens, encumbrances, easements, covenants, conditions, leases, financing statements, rights of others, and other matters adversely affecting title in the Purchaser's sole discretion, except for the Permitted Exceptions.

THE PARTIES ACKNOWLEDGE THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ITS SUITABILITY FOR ANY INTENDED USES INTENDED BY PURCHASER AND THE PROPERTY IS TO BE CONVEYED ON THE SETTLEMENT DATE IN IT'S "AS-IS" "WHERE IS" CONDITION.

3. PURCHASE PRICE: The consideration for the sale and conveyance of the Property from Seller to Purchaser is that the conveyance of the Property to the Purchaser shall be deemed to fully satisfy the requirements of all affordable housing conditions applicable to Site Plan No. 56, as amended by action of the County Board at its meeting of December 14, 2019. (the "Purchase Price").

4. INSPECTION AND FEASIBILITY:

a. Delivery of Property Documents. Not later than three (3) Business Days after the Effective Date, Seller, at its sole cost and expense, shall deliver to Purchaser, for inspection and review, true, correct, complete and legible copies of all Property Documents (as hereinafter defined in Section 4(b)), to the extent such Property Documents are available, i.e., in Seller's possession or control, or the possession or control of Seller's agents or contractors, the Property documents are being furnished to Purchaser for its convenience. Seller does not warrant the accuracy or completeness of any of the Property Documents furnished to Purchaser. Purchaser shall conduct its own due diligence and shall satisfy itself as to the suitability of the Property for its intended purposes.

b. Description of Property Documents. "Property Documents" consist of the following items:

(1) The latest survey of the Property showing all improvements, rights of way, easements, dedications and similar matters.

(2) All architectural, mechanical, electrical and structural plans, specifications and drawings relating to the improvements on and within the Property.

(3) All assessments and bills for real estate and any other taxes affecting the Property, and any special assessments affecting the Property.

(4) All leases of the Property, or any portion thereof, including all amendments and modifications thereto, all assignments thereof and subleases, if any, and all other agreements between Seller, or an Affiliate of Seller, and a tenant, or an Affiliate of a tenant.

(5) All Contracts.

(6) The most recent owner's title insurance commitments or policies issued in connection with the Property and all amendments, endorsements, and exhibits thereto.

(7) A list of all pending and, to Seller's Knowledge, threatened claims or lawsuits and a list of all outstanding judgments relating to the Property, including suits for non-payment of rent or for the purpose of a tenant eviction.

(8) All engineering, architectural, physical inspection, maintenance, repair, geological and environmental reports and correspondence related to the Property, including those relating to the presence (or absence) of Hazardous Materials.

(9) Such other documents as Purchaser may reasonably request in writing on or before the expiration of the Feasibility Period.

c. Physical Inspection of Property. Seller agrees that Purchaser shall have the right, at its own risk, cost and expense, at any time or times prior to the Settlement Date, to conduct such surveys, examinations, appraisals and environmental and engineering tests, including inspections, investigations, borings, and studies, as Purchaser deems necessary or desirable to evaluate the Property (collectively, the "Investigations"). In addition, Purchaser may conduct such architectural, engineering, environmental, economic and other studies of the Property as Purchaser may deem desirable. Purchaser shall have the right to enter upon any portion of the Property at any time or times prior to the Settlement Date, during normal business hours and after reasonable advance notice, for purposes of conducting the Investigations. Purchaser shall provide Seller at least twenty-four (24) hours' written notice in advance of its entry any portion of the Property. No advance notice shall be required for visual inspections of exterior portions of the Property. In the event of any damage to the Property caused by Purchaser, its agents, engineers, employees, contractors or surveyors as part of the Investigations Purchaser performs, or causes to be performed, Purchaser shall restore or pay the cost incurred by Purchaser to restore the Property to the condition, as nearly as possible, existing prior to the performance of such tests, investigations or studies. Seller shall not be liable for any damages to person or property occasioned by the negligent acts of Purchaser or its contractors while conducting its investigation on the Property and Purchaser shall cause its consultants or agents to furnish to Seller, prior to any entry onto the Property, certificates of insurance which shall name Seller as an additional insured evidencing comprehensive general liability coverage in the minimum amount of two million dollars (\$2,000,000).

d. Termination. Purchaser shall have the right to terminate this Agreement, for any reason or no reason, by written notice given to Seller at any time before the Settlement Date. In the event of any such termination, except as otherwise provided in this Section, no party shall have any further liability to any other party under this Agreement. If this Agreement is terminated pursuant to the provisions of this Section, Purchaser agrees, within fifteen (15) days after the termination of this Agreement, to return to Seller all Property Documents previously delivered by Seller to Purchaser.

5. TITLE AND SURVEY:

a. Seller agrees to convey the Property to Purchaser by the special warranty Deed subject only to the Permitted Exceptions. From and after the Effective Date, Seller covenants that it shall not, except as specifically permitted by this Agreement, by commission or omission, cause or permit the Property to be encumbered in any way, without the prior written consent of the Purchaser .

b. The boundaries and acreage of the Property to be conveyed may be determined and depicted by a survey prepared by a registered land surveyor or engineer, conducted at the direction

and expense of Purchaser. The survey may locate and depict all improvements, easements, rights of way, setbacks, encroachments, flood plain and flood fringe areas and any other particulars which may be required by Purchaser. Purchaser shall provide Seller with a copy of the survey and, with a list of any matters which, in Purchaser's sole discretion, restrict or adversely affect Purchaser's intended use of the Property, encumber the Property, or otherwise adversely affect the marketability, use or enjoyment of the Property (all of the aforesaid being referred to as "Survey Exceptions"). If for any reason Purchaser determines that the Survey Exceptions are unacceptable Purchaser shall have the unqualified right until the Settlement Date upon written notice to Seller to terminate this Agreement in which event, except as otherwise expressly set forth herein neither Party shall have any other or further liability hereafter.

6. SETTLEMENT:

a. Settlement Date. The settlement of the sale of the Property in accordance with this Agreement (the "Settlement" or "Settlement Date") shall, so long as Seller shall not be in default hereunder, take place on a date designated by Purchaser within thirty (30) days after expiration of the Feasibility Period; provided, however, Purchaser, at its option, shall have the right to extend the Settlement Date for an additional period not to exceed thirty (30) days.

b. Settlement Agent. Settlement shall take place in the offices of Walker Title, LLC, 11781 Lee Jackson Memorial Highway, Suite 300, Fairfax, Virginia 22033, or such other place as the Purchaser may designate (the "Settlement Agent"). Purchaser and Seller shall each be obligated to provide to Settlement Agent, in immediately available funds, sufficient funds to pay all adjustments and expenses allocated to Seller and Purchaser pursuant to this Agreement and as reflected on the final Settlement Statement prepared by the Settlement Agent. The Settlement Agent shall deliver to Purchaser all other documents and instruments received by it which, in accordance with the terms of this Agreement, are to be delivered by Seller to Purchaser at the Settlement; and (iii) the Settlement Agent shall deliver to Seller all other documents and instruments received by it which, in accordance with the terms of this Agreement, are to be delivered by Purchaser to Seller at the Settlement. On the morning of the Settlement Date, Purchaser shall effect a wire transfer of Federal funds to the Settlement Agent's escrow account in an amount equal to the net amount (if any) of the costs, expenses, prorations and adjustments payable by Purchaser under this Agreement. On the morning of the Settlement Date, Seller shall effect a wire transfer of Federal funds to the Settlement Agent's escrow account in an amount equal to the net amount (if any) of the costs, expenses, prorations and adjustments payable by Seller under this Agreement, including all amounts necessary to pay off the balance(s) of any monetary liens or encumbrances on the Property and obtain the release(s) thereof.

c. Seller's Deliveries. At the Settlement, Seller shall deliver to Purchaser the following:

- (1) the Deed, signed by Seller;
- (2) such funds, agreements, affidavits, and documents as may be necessary to satisfy the requirements applicable to the Seller in Schedule B, Section I of the Title Commitment and for the removal of the Exception A and all the General Exceptions of Schedule B, Section II of the Title Commitment; provided, however, that Purchaser shall be obligated to provide any land survey required for removal of General Exception F;

(3) a certification as to Seller's non-foreign status which complies with the provisions of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, signed by Seller;

(4) an Owner's Affidavit signed by Seller, addressed to the title insurance company designated by Purchaser, with respect to the absence of claims which would give rise to mechanics' liens (except claims for mechanics' liens arising from the acts or omissions of Purchaser), the absence of parties in possession of the Property and the absence of unrecorded easements granted by Seller, in the form required by the title insurance company to eliminate the exceptions for those matters from Purchaser's title insurance policy;

(5) a Settlement Statement prepared by the Settlement Agent, signed by Seller;

(6) a certificate, signed by Seller, that all the representations and warranties made by Seller in Section 8, as revised to reflect any factual changes that occurred and were made known in writing from Seller to Purchaser prior to the expiration of the Feasibility Period (Seller recognizes that such changes to the certificate shall not be deemed to relieve Seller from any breach of the representations and warranties made by Seller in Section 8), are true and correct on the Settlement Date with the same force and effect as if such representations and warranties had been made on and as of such date; and

(7) all organizational documents of Seller and all resolutions, certifications or other agreements evidencing the requisite authorization of Seller to perform the transactions hereunder, as contemplated by Seller's organization documents.

d. Purchaser's Deliveries. At the Settlement, Purchaser shall deliver to Seller the following:

(1) a Settlement Statement prepared by the Settlement Agent signed by Purchaser;

(2) a certificate, signed by Purchaser, that all the representations and warranties made by Purchaser in Section 9 are true and correct on the Settlement Date with the same force and effect as if such representations and warranties had been made on and as of such date; and

(3) a certified copy of the County Board action approving this Agreement and authorizing the execution, on behalf of Purchaser, of such Agreement and the related documents.

e. Delivery in Escrow. The delivery to the Settlement Agent of the executed Deed and all other funds, documents and instruments required to be delivered by either party to the other by the terms of this Agreement shall be deemed to be a good and sufficient tender of performance of the terms hereof.

f. Settlement Extensions. To the extent that any provision of this Agreement permits the Purchaser to extend the Settlement Date, or in the event Purchaser and Seller otherwise agrees to extend the Settlement Date or otherwise modify this Agreement, then the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services for Arlington County is authorized to do so on behalf of the Purchaser. Any extension of the Settlement Date not authorized by this Agreement shall require written agreement between the Seller and the Purchaser. The Real Estate Bureau Chief, Department of Environmental Services of Arlington County is authorized to agree to such an agreed extension on behalf of the Purchaser.

g. Settlement Agent to Acknowledge Agreement. The Settlement Agent shall acknowledge its agreement to the provisions of this Section 6 by executing this Agreement in the space provided below.

7. SETTLEMENT ADJUSTMENTS AND PRORATIONS:

a. Taxes and Assessments.

(1) Proration of Taxes at Settlement. All non-delinquent real estate taxes assessed against the Property shall be prorated between Seller and Purchaser on an accrual basis, based upon the actual current tax bill. If the most recent tax bill received by Seller before the Settlement Date is not the actual current tax bill, then Seller and Purchaser shall initially prorate the real estate taxes at the Settlement by applying 105% of the tax rate indicated on the most recent tax bill received by Seller to the latest assessed valuation, and shall re-prorate the real estate taxes retroactively at the Final Settlement Adjustment. All real estate taxes accruing through the Settlement Date shall be the obligation of Seller and all real estate taxes accruing after the Settlement Date shall be the obligation of Purchaser. Any delinquent real estate taxes assessed against the Property shall be paid (together with any interest and penalties) by Seller at the Settlement from the Purchase Price.

(2) Post-Settlement; Supplemental Taxes. If, after the Settlement Date, any additional or supplemental real estate taxes are assessed against the Property by reason of back assessments, corrections of previous tax bills or other events occurring before the Settlement Date, such additional or supplemental real estate taxes shall be paid by Seller directly to the Treasurer.

(3) Post-Settlement; Refunds of Taxes. Any refunds of real estate taxes made after the Settlement shall be held by Purchaser (and, if received by Seller, shall be delivered immediately to Purchaser to be held in accordance with this Section) and shall first be applied to the unreimbursed costs incurred in obtaining the refund, then paid to Seller (for the period through the Settlement Date) and to Purchaser (for the period commencing after the Settlement Date).

(4) Pending Tax Proceedings. If any administrative or judicial proceeding to determine, contest or challenge the assessed value of the Property or the real estate taxes payable with respect to the Property has been commenced before the date of this Agreement, all such proceedings, both administrative and judicial, shall, at Purchaser's option, be dismissed by Seller, with prejudice, within fifteen (15) days after Settlement.

b. Utility Charges. All charges for gas, electricity, and other utility services provided to the Property shall be prorated between Seller and Purchaser as of the Settlement Date, based on the actual number of days in the billing cycle during which the Settlement Date occurs. Seller shall be responsible for all utility charges attributable to the period through the Settlement Date and Purchaser shall be responsible for all utility charges attributable to the period after the Settlement Date.

c. Settlement Costs and Transfer Taxes. Seller shall pay for the cost of preparing the Deed, the Virginia grantor's tax and the WMATA Capital Fee payable in connection with the recording of the Deed, all costs to release Mortgages and other liens. All other State and County transfer taxes and recording charges payable in connection with the recording of the Deed (whether imposed in the form of transfer taxes, revenue stamps or otherwise) shall be the responsibility of Purchaser or Purchaser shall indicate to Seller Purchaser's exemption therefrom. Purchaser shall pay for all expenses of examinations of title and survey. Seller and Purchaser shall each pay one-half (1/2) of all fees and expenses of the Settlement Agent, and all other recording fees and

Settlement expenses. Each party shall pay its own legal fees and other expenses incurred by it prior to Settlement.

d. Income Taxes. Notwithstanding any other provision of this Agreement to the contrary, all federal, state or local income or gross receipts taxes payable with respect to Seller or the Property, if any, accruing through the Settlement Date, or any such income or gross receipts tax assessed with respect to the transaction described in this Agreement, if any, shall be the obligation of and for the account of Seller, and Purchaser shall have no obligation or liability whatsoever with respect thereto.

8. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller makes the following representations and warranties to Purchaser for the purpose of inducing Purchaser to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement, each of which representations and warranties are true and correct in all material respects on the Effective Date and shall be true and correct in all material respects on the Settlement Date:

a. Representations and Warranties Regarding Authority and Status.

(1) Organization. Seller is a duly organized corporation, under the laws of the Commonwealth of Virginia, and is in good standing under the laws of the Commonwealth of Virginia.

(2) Authorization. Seller and each individual executing this Agreement on behalf of Seller hereby represents and covenants that he is duly authorized to execute and deliver this Agreement, and that, and Seller has, or Seller's constituent tenant-in-common members, have the power and authority to enter into this Agreement, and that all necessary and required actions requisite to authorize Seller to enter into this Agreement have been duly taken.

(3) No Conflicting Agreements. The execution and delivery by Seller of, and the performance and compliance by Seller with the terms and provisions of, this Agreement do not violate any of the terms, conditions or provisions of (i) Seller's organizational or authority documents, (ii) any judgment, order, injunction, decree, regulation or ruling of any court or other Governmental Authority to which Seller is subject, or (iii) any agreement or contract listed on any Schedule to this Agreement or any other agreement or contract to which Seller is a party or to which it or the Property is subject, nor shall such execution, delivery, performance or compliance with this Agreement constitute a material default thereunder or give to others any material rights of termination or cancellation in or with respect to the Property.

(2) Approvals. No authorization, consent, order, approval or license from, filing with, or other act by any Governmental Authority is or will be necessary to permit the valid execution and delivery by Seller of this Agreement or the performance by Seller of the obligations to be performed by Seller under this Agreement, including but not limited to conveyance of the Property to the Purchaser. No authorization, consent, approval from any other Person is or will be necessary to permit the valid execution and delivery by Seller of this Agreement or the performance by Seller of the obligations to be performed by Seller under this Agreement, including but not limited to conveyance of the Property to the Purchaser.

(3) United States Person. Seller is a "United States person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

(4) Absence of Bankruptcy. Neither Seller nor any general partner of Seller has commenced (within the meaning of any Bankruptcy Law) a voluntary case, consented to the

entry of an order for relief against it in an involuntary case, or consented to the appointment of a Custodian of it or for all or any substantial part of its property, nor has a court of competent jurisdiction entered an order or decree under any Bankruptcy Law that is for relief against Seller or any of its general partners in an involuntary case or appoints a Custodian of Seller or any of its general partners or for all or any substantial part of its or their property.

(5) Executive Order 13224. Neither Seller nor, to Seller's actual knowledge, any shareholders, partners or members of Seller is listed in Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, as amended ("Executive Order 13224"), and Seller has no present, actual knowledge that any other persons or entities holding any legal or beneficial interest whatsoever in Seller are included in, owned by, controlled by, knowingly acting for or on behalf of, knowingly providing assistance, support, sponsorship, or services of any kind to, or otherwise knowingly associated with any of the persons or entities referred to or described in Executive Order 13324, or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Neither Seller, nor any holder of any direct or indirect equitable, legal or beneficial interest in the Seller is the subject of any law blocking or prohibiting transactions with persons who commit, threaten to commit or support terrorism, including the USA Patriot Act. Without limiting the foregoing, Seller does not engaged in any dealings or transactions, or is not otherwise associated with any such persons or entities or any "forbidden entity," including the governments of Cuba, Iran, North Korea, Myanmar, Syria and Sudan.

b. Representations and Warranties Regarding the Property and Legal Matters.

(1) Ownership of the Property. Seller is the sole owner of the Property. To Seller's Knowledge, Seller is not in default in complying with the terms and provisions of any of the covenants, conditions, restrictions, rights-of-way or easements constituting one or more of the Permitted Exceptions which are to be performed or complied with by the owner of the Property. No party, except Purchaser, has or shall have on or before the Settlement Date any right to purchase the Property.

(2) Condemnation. Except as disclosed to Purchaser in writing, Seller has not received from any Governmental Authority any notice of, and Seller has no knowledge of, pending or contemplated condemnation proceedings affecting the Property, or any part thereof.

(3) Mechanics' Liens. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the Settlement Date have been (or prior to the Settlement Date will be) paid in full, and on the Settlement Date there shall be no mechanics' liens or materialmen's liens (whether or not perfected), other than mechanics' liens or materialmen's liens arising from work performed by Purchaser, or specifically authorized by Purchaser to Purchaser's contractors, on or affecting the Property.

(4) Litigation and Claims. There are no investigations, actions, suits, proceedings or claims pending or, to the knowledge of Seller, threatened against or affecting Seller or the Property, at law or in equity or before or by any court, federal, state, municipal or other governmental department, commission, board, agency or instrumentality, domestic or foreign (collectively, "Litigation"), and Seller does not know of any basis or grounds for any Litigation. Seller is not operating under or subject to, and is not in default with respect to, any order, writ, injunction or decree of any court or federal, state, municipal or other governmental agency or department, commission, board, agency or instrumentality, domestic or foreign.

(5) No Notices of Violations. To Seller's knowledge, Seller has not received any written notice from a Government Authority (excluding Arlington County, Virginia) advising of any violations of any Legal Requirement as to any part of the Property.

(6) No Unrecorded Liens. No lender has a right to encumber the Property, or any part thereof, except for such liens or security interests as may be disclosed in the land records or financing statement records of Arlington County, Virginia and/or the Office of the Virginia State Corporation Commission.

c. Representations and Warranties Regarding Leases, Contracts, and Agreements.

(1) Leases. On the Settlement Date, there will be no leases, licenses, or other agreements in effect affecting the use, possession and/or occupancy of the Property.

(2) Contracts. On the Settlement Date, there will be no Contracts remaining in effect providing for the management, operation, supply, maintenance, repair, advertising or promotion of the Property.

(3) Easement Agreements. Neither Seller nor, to Seller's Knowledge, any of the other parties to the Easement Agreements is in default (beyond any grace period provided by such Easement Agreement) in the payment of any amount payable by it under such Easement Agreement, and neither Seller nor, to Seller's Knowledge, any of such parties is in default in the performance or observance of any of the other covenants or conditions to be kept, observed or performed by it under such Easement Agreement.

d. No Untrue Statements. No representation or warranty made by Seller in this Agreement contains any untrue statement of a material fact, or fails to state a material fact known to Seller necessary in order to make the statements contained therein not misleading or necessary in order to provide a prospective purchaser of the Property with adequate information as to the Property and its management, operation, maintenance and repair.

e. Survival. All representations and warranties contained in this Section 8 shall survive the Settlement, and the execution and delivery of the Deed, for a period of six (6) months after the Settlement Date (the "Release Date") and shall not be merged in the Deed at Settlement.

9. REPRESENTATIONS AND WARRANTIES OF PURCHASER: Purchaser makes the following representations and warranties to Seller for the purpose of inducing Seller to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement:

a. Authorization. The County Board of Arlington County, Virginia has approved this Agreement and has duly authorized the execution and delivery of this Agreement on behalf of The County Board of Arlington County, Virginia as Purchaser.

b. No Conflicting Agreements. The execution and delivery by Purchaser of, and the performance and compliance by Purchaser with the terms and provisions of, this Agreement do not violate any of the terms, conditions or provisions of (i) any applicable judgment, order, injunction, decree, ruling of any court to which Purchaser is subject, or (ii) any agreement or contract to which Purchaser is a party.

c. Survival. All representations and warranties in this Section 9 shall survive Settlement, and the execution and delivery of the Deed, for a period of six (6) months after the Release Date and shall not be merged in the Deed at Settlement.

10. ADDITIONAL OBLIGATIONS OF SELLER:

a. Possession. Seller agrees to give full, complete and actual possession of the Property to Purchaser on the Settlement Date.

b. Affirmative Covenants. Between the date of this Agreement and the Settlement Date, Seller agrees that it shall:

(1) manage and operate the Property only in the ordinary and usual manner, maintain in full force and effect until the Settlement Date insurance policies, or renewals thereof for not more than one year;

(2) at its expense, maintain the Property in its present order and condition, make all necessary repairs and replacements and deliver the Property on the Settlement Date in substantially the same condition it is in on the Effective Date;

(3) give prompt notice to the Purchaser of any fire or other casualty affecting the Property after the date of this Agreement;

(4) notify Purchaser in writing, promptly after Seller acquires knowledge thereof, of any facts or events which would cause any of Seller's representations and warranties to be untrue or incorrect;

(5) promptly deliver to Purchaser any Property Document coming into the possession of Seller which was not available during the Feasibility Period; and

c. Negative Covenants. Between the date of this Agreement and the Settlement Date, Seller agrees that, without Purchaser's written consent in each case, or unless specifically permitted or required by this Agreement, it will not:

(1) voluntarily grant, create, assume or permit to exist any Mortgage, lien, lease, encumbrance, easement, covenant, condition, right-of-way or restriction upon the Property other than the Permitted Exceptions, or voluntarily take or permit any action adversely affecting the title to the Property as it exists on the date of this Agreement;

(2) permit occupancy of, or enter into any lease for, the Property between the date of this Agreement and the Settlement Date; or

(3) market or advertise the Property for sale or enter into a letter of intent or contract for the sale of the Property to any other Person, whether or not such letter of intent or contract is contingent on the termination of this Agreement.

d. Further Assurances. Seller agrees that it shall, at any time and from time to time after the Settlement Date, upon request of Purchaser, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may reasonably be required for the better assigning, transferring, granting, assuring and confirming to Purchaser, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the assets or Property being sold to Purchaser pursuant to this Agreement.

e. Expenses. Seller agrees to pay all expenses incurred by it in connection with the negotiation, execution and performance of this Agreement and the transactions contemplated hereby, including the fees and expenses of its legal counsel.

f. Pay-Off Letter. Seller shall obtain from every holder of a Mortgage on the Property, if any, and deliver to the Settlement Agent at least three (3) Business Days prior to the Settlement Date, a letter from such mortgagee specifying the amounts necessary to pay off such Mortgage.

11. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS: The obligations of Seller to sell the Property to Purchaser and to perform the other covenants and obligations to be performed by Seller on the Settlement Date shall be subject to the following conditions (all or any of which may be waived, in whole or in part, by Seller):

a. Purchaser's Representations and Warranties True. The representations and warranties made by Purchaser in Section 9 shall be true and correct on and as of the Settlement Date with the same force and effect as though such representations and warranties had been made on and as of such date, and Purchaser shall have executed and delivered to Seller a certificate, dated as of the Settlement Date, to the foregoing effect.

b. Purchaser's Performance. Purchaser shall have performed all obligations required by this Agreement to be performed by it on or before the Settlement Date.

c. Failure of Conditions. In the event that any representations or warrant conditions in Section 8 becomes untrue as of the Settlement Date, but was true when made such fact shall not constitute a default on the part of the Seller and in any such event Purchaser shall have the unqualified right at any time prior to Settlement to terminate this Agreement in which event neither Seller or Purchaser shall have any other or further obligation hereunder.

12. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS: The obligations of Purchaser to purchase the Property from Seller and to perform the other covenants and obligations to be performed by Purchaser on the Settlement Date shall be subject to the following conditions (all or any of which may be waived, in whole or in part, by Purchaser) to be satisfied by Seller within thirty (30) days after the expiration of the Feasibility Period:

a. Seller's Representations and Warranties True. The representations and warranties made by Seller in Section 8 shall be true and correct on the date of this Agreement and shall be true and correct on and as of the Settlement Date with the same force and effect as if such representations had been made on and as of such date, and Seller shall have executed and delivered to Purchaser a certificate, dated as of the Settlement Date, to the foregoing effect.

b. Seller's Performance. Seller shall have performed all covenants and obligations required by this Agreement to be performed by it on or before the Settlement Date.

c. Title to Property. On the Settlement Date, (i) Seller shall be the sole owner of the Property in fee simple and shall convey marketable and insurable (at customary rates) title to the Property to Purchaser, subject only to the Permitted Exceptions.

d. Subdivision. If necessary for conveyance of the Property to Purchaser, Seller shall have obtained all required approvals from Arlington County, Virginia for a deed and plat of subdivision or re-subdivision, in form and substance acceptable to the Purchaser, and shall have recorded the approved deed and plat of subdivision or re-subdivision among the land records of Arlington County, Virginia, establishing the Property as a separate legal parcel. In such event the Deed of Subdivision and the Plat of Subdivision recorded prior to Settlement shall for all purposes be deemed a Permitted Exception.

e. No Litigation. On the Settlement Date, no action, suit or proceeding shall have been instituted or threatened, by any person or entity not a party to this Agreement, before any court to restrain, prohibit, enjoin, or to obtain damages in respect of, or which is related to or arises out of, this Agreement, or the consummation of the transactions contemplated herein which in the reasonable opinion of Purchaser makes it inadvisable to consummate such transactions.

f. Condemnation. On the Settlement Date, no part of the Property shall be about to be acquired (*i.e.*, Seller has received notice of condemnation), or shall previously have been acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by purchase in lieu of condemnation, nor on the Settlement Date shall there be any threat or imminence of any such condemnation or purchase in lieu of condemnation.

13. DAMAGE BY FIRE OR OTHER CASUALTY:

a. Absence of Major Unrepaired Damage. On the Settlement Date, and as a condition precedent to the obligation of Purchaser to purchase the Property pursuant to this Agreement, there shall be no unrepaired damage by fire or other casualty to any portion of the Property.

b. Effect of Unrepaired Damage. In the event of any unrepaired damage Purchaser shall have the right to proceed to Closing in which case insurance proceeds if any shall be assigned to Purchaser or terminate this Agreement in which event neither Party shall have any further rights or obligations hereunder.

14. DEFAULT AND REMEDIES:

a. Default. Purchaser or Seller, as applicable, shall be deemed in default of this Agreement if any of the following failures or breaches occur and are not cured within twenty (20) days after receipt of written notice of such failure or breach from the other party:

(1) Seller is in breach of any of the representations or warranties made by it in this Agreement or fails to perform any of the covenants or agreements to be performed by it under this Agreement;

(2) Purchaser fails to satisfy all of the conditions set forth in Section 11 on the Settlement Date; or

(3) Purchaser is in breach of any of the representations or warranties made by it in this Agreement or fails to perform any of the covenants or agreements to be performed by it under this Agreement.

b. Remedies.

(1) Purchaser's Remedies.

(A) If Seller is in default of this Agreement pursuant to Section 14(a), Purchaser as its sole remedies may, at its option, terminate this Agreement, or

(B) In lieu of the foregoing, Purchaser shall be entitled to seek specific performance and other applicable equitable remedies.

(C) If Seller fails or refuses to perform its obligations pursuant to, or required by, this Agreement, including but not limited to Seller's obligation to convey the Property, then Purchaser shall also be entitled to recover all of its costs and expenses incurred in connection with Seller's breach of this Agreement, including but not limited to Purchaser's costs for the preparation of this Agreement, and for all inspections, studies and surveys performed or contracted

for in connection with this Agreement (collectively, “Pursuit Costs”), and all of its attorney’s fees and costs incurred to negotiate this Agreement and in connection with Purchaser’s efforts to purchase the Property hereunder, in an amount of such attorney’s fees and Pursuit Costs not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

(2) Seller’s Remedies. If Purchaser is in default of this Agreement pursuant to Section 14(a), Seller at its sole remedy may terminate this Agreement, in which event, Purchaser shall promptly return to Seller all engineering studies, Leases, Lease files and other written material relating to the Property previously delivered by Seller to Purchaser.

15. BROKERS: Seller acknowledges and agrees that no broker has acted on behalf of Seller in connection with the transaction contemplated hereby, and that Seller shall be solely responsible for the payment of any fee or commission that may be due to any broker. Seller represents and warrants to Purchaser that Seller has not engaged any broker, agent or finder to act on its behalf in connection with this transaction, and that Purchaser shall not be liable for the payment of any fee or commission to any broker, agent or finder purporting to act on behalf of Seller. Seller hereby agrees to indemnify and hold harmless Purchaser, its elected and appointed officers, officials, and employees from any loss, damage, cost or expense incurred by such indemnified entity and persons and arising out of a breach of the representation and warranty made by Seller as set forth in this Section 15(c). Purchaser represents and warrants to Seller that Purchaser has not engaged any broker, agent or finder to act on its behalf in connection with this transaction, and that Seller shall not be liable for the payment of any fee or commission to any broker, agent or finder purporting to act on behalf of Purchaser.

16. NOTICES: All notices, demands, and requests which may be given, or are required to be given by either party to the other shall be in writing, and shall be either hand delivered by Federal Express or sent by United States certified mail, return receipt requested, with proper first class postage prepaid, properly and fully addressed:

If to Seller:	Crystal House Investors LLC c/o Roseland Property Company 7 Sylvan Way, Suite 350 Parsippany, New Jersey 07054 Attn: Marshall B. Tycher
And to:	Walsh, Colucci, Lubeley, & Walsh, P.C. 2200 Clarendon Boulevard, Suite 1300 Arlington, Virginia 22201 Attn: Nicholas Cumings, Esq.
If to Purchaser:	Real Estate Bureau Chief Arlington County Department of Environmental Services 2100 Clarendon Boulevard, Suite 800 Arlington, Virginia 22201
With a copy to:	Arlington County Manager 2100 Clarendon Boulevard, Suite 302 Arlington, Virginia 22201

A notice shall be deemed given (a) when delivered, if delivered by courier or overnight delivery service, or (b) two (2) business days after the date of posting with the U.S. mail, if sent

by registered or certified mail. Any party may, by like notice given at least ten (10) days before such change becomes effective, designate a new address to which such notices shall be sent.

17. ASSIGNMENT: Purchaser upon five (5) days prior written notice to Seller may assign this Agreement, and all rights thereof, to any other person or entity, provided that any assignment of this Agreement by Purchaser shall be made in writing. Seller shall not assign this Agreement without Purchaser's prior written consent.

18. RELATIONSHIP BETWEEN PARTIES. Notwithstanding any other provision of this Agreement, nothing contained herein shall be construed as making the Parties partners or joint venturers or rendering either liable for any of the debts or obligations of the other. It is the intent of this Agreement to create simply the relationship of Seller and Purchaser with respect to the Property.

19. WEEKENDS AND HOLIDAYS. Any date specified in this Agreement for the performance of an obligation or expiration of a time period which date is not a Business Day shall be extended to the first regular Business Day thereafter.

20. RECITALS. The Recitals to this Agreement are incorporated into this Agreement.

21. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between them, other than as herein set forth. This Agreement is intended by the Parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations, and undertakings between the Parties. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by both the Parties or their respective successors in interest. Except as otherwise specifically provided in this Agreement, the terms of this Agreement shall be merged into the Deed at Settlement.

22. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement nor any action taken by Purchaser pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver or either the sovereign immunity or governmental immunity of Purchaser, or of its elected and appointed officials, officers and employees.

23. BENEFIT AND BURDEN. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

24. NO RIGHTS IN THIRD PARTIES. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement as Parties, rights as a third party beneficiary hereunder, or authorize any person or entity not a party hereto, to maintain any action or personal injury, property damage or breach of contract pursuant to the terms of this Agreement or otherwise.

25. SURVIVAL OF AGREEMENTS: Except for the agreements and obligations set forth in Sections 4c, 7, 10d, and 15 of this Agreement, or otherwise expressly provided in this Agreement, none of the provisions of this Agreement shall survive Settlement.

26. COUNTY STATUS: Seller hereby acknowledges that Purchaser has entered into this Agreement in its role as purchaser under this Agreement and not as a governing authority. Accordingly, Purchaser's execution of this Agreement shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, or for any other

governmental approval or consent required to be obtained by Seller. Whenever in this Agreement Purchaser is required to join in, consent, give its approval, or otherwise act under this Agreement, it is understood that such obligations are meant to apply to Purchaser acting in its capacity as a purchaser and not in its capacity as a governing authority. Further, Seller hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by Purchaser pursuant to this Agreement, whether or not specifically contemplated hereunder, may be taken by the County Manager or by another Arlington County official or body pursuant to any means, mechanism or process as determined by Arlington County in its sole discretion, and Seller shall have no right to question or challenge the propriety, authority or legality of any such Arlington County official or body, or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder by Purchaser. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any of Purchaser's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Property, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or other fees, or any other power, right or obligation whatsoever.

27. PURCHASER APPROVAL REQUIRED: The execution of this Agreement by the Seller constitutes an irrevocable offer to sell the Property to the Purchaser. This offer shall become null and void if the County Board of Arlington County, Virginia does not approve the Agreement within thirty (30) Business Days after the Agreement is executed by the Seller and delivered to the Purchaser.

28. BINDING AGREEMENT: The Parties mutually agree that: this Agreement shall be binding upon them, and each of the respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein except as specifically provided herein; that this Agreement contains the final and entire agreement between the Parties; and that they shall not be bound by any terms conditions, statements, warranties or representations, oral or written, not contained herein.

29. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

30. INTERPRETATION. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever herein reference is made to "days" the same shall mean "calendar days" unless Business Days are specified.

31. PARTIAL INVALIDITY. If any term, covenant or condition of this Agreement or the application thereof to any Person or circumstances shall be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

32. GOVERNING LAW. It is the intention of the Parties that this Agreement and the rights and liabilities of the Parties shall be governed by the law of Virginia. All legal actions brought by either Purchaser or Seller concerning this Agreement shall be brought in the Arlington County General District or Circuit courts and in no other courts whatsoever.

33. BINDING EFFECT. All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, and successors of Seller and Purchaser.

34. EFFECTIVE DATE. This Agreement shall be effective upon the Effective Date.

WITNESS the following signatures:

SELLER:

CRYSTAL HOUSE APARTMENTS INVESTORS LLC, a
Delaware limited liability company

By: _____ (seal)

Name: _____

Title: _____

Date: _____, 20____

PURCHASER:

**THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA**, a body politic

By: _____ (seal)

Name: _____

Title: _____

Date: _____, 20__

Approved as to form:

County Attorney

The undersigned Settlement Agent executes this Agreement solely for the purpose of evidencing its agreement to perform its obligations as set forth in Section 6 of the foregoing and annexed Agreement, it being understood and agreed that Settlement Agent shall have absolutely no liability for the performance by Seller or Purchaser of their obligations under the Agreement.

WALKER TITLE, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY DESCRIPTION

[Attach Exhibit A Plat]

EXHIBIT B
FORM OF SPECIAL WARRANTY DEED

Grantee: County Board of Arlington County, Virginia
2100 Clarendon Boulevard, 9th Floor
Arlington, Virginia 22201

Return to: Real Estate Bureau Chief
2100 Clarendon Blvd, 9th Floor
Arlington, Virginia 22201

Consideration: \$ _____

RPC #: _____

This instrument is exempt from recordation tax pursuant to §58.1-811 A.3 of the Code of Virginia

SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of _____, 20____, by and between **CRYSTAL HOUSE APARTMENTS INVESTORS LLC**, a Delaware limited liability company “Grantor”, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate, “Grantee”.

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as set forth in Exhibit B hereto and acknowledged by Grantor and Grantee, Grantor does hereby grant, bargain, sell and convey unto Grantee with Special Warranty of Title, all that certain parcel of land, together with the improvements thereon, situated, lying and being in Arlington County, Virginia, and more particularly described as follows:

Legal Description attached as Exhibit A (the “Property”)

TOGETHER WITH all ways, easements, rights, privileges and appurtenances thereto or in any way appertaining, all improvements thereon and all the estate, right, title, interest and claim, either at law or in equity, of Grantor in the said Property.

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way, to the extent that the same are valid and lawfully apply to the Property or any part thereof.

Grantor hereby warrants that it has fee simple title to and the right to convey the

Property. Grantor covenants that it has the right to convey the said land to Grantee, that it will warrant specially the Property hereby granted, and that it will execute such further assurances as may be requisite.

WITNESS the following signature and seal.

GRANTOR:
CRYSTAL HOUSE APARTMENTS INVESTORS
LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The forgoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as _____ of CRYSTAL HOUSE APARTMENTS INVESTORS LLC, a Delaware limited liability company.

Notary Public

My Commission Expires: _____

Registration No. _____

Approved as to form:

County Attorney

EXHIBIT A
LEGAL DESCRIPTION

[TBD]

EXHIBIT B

Grantor and Grantee acknowledge that the consideration for the conveyance of the Property to Grantee, as evidenced by this Deed, is the full, final, complete, and irrevocable satisfaction of all affordable housing conditions or requirements with respect any property that was the subject matter of Site Plan No. 451, as amended by action of Grantee at its meeting on December 14, 2019.

GRANTOR:

CRYSTAL HOUSE APARTMENTS INVESTORS LLC, a Delaware limited liability company

By: _____
Name

Title: _____

GRANTEE:

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA LLC, a body politic

By: _____
Name

Title: _____

Notary Public

My Commission Expires: _____

Registration No. _____

Approved as to form:

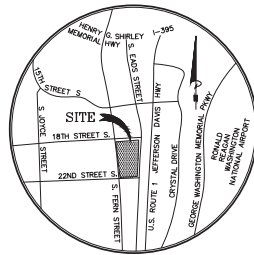
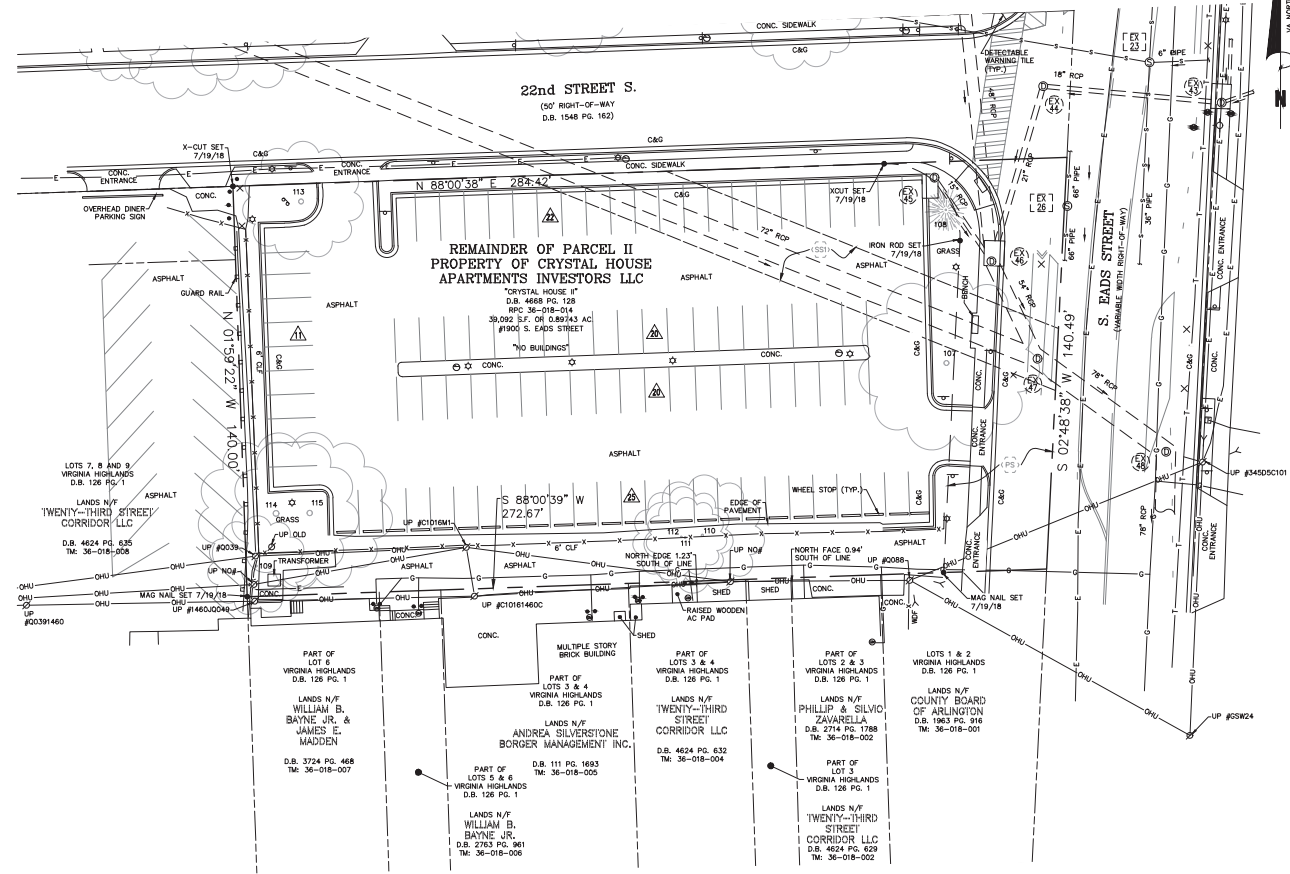
County Attorney

EXHIBIT C
SPECIAL EXCEPTIONS

[TBD]

NOTES:

1. THE PROPERTIES DEPICTED HEREON ARE CURRENTLY IN THE NAME OF CRYSTAL HOUSE APARTMENTS INVESTORS LLC, BY DEED RECORDED IN DEED BOOK 4668 AT PAGE 128 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.
2. THE PROPERTIES DEPICTED HEREON ARE IDENTIFIED AS ARLINGTON COUNTY, VIRGINIA RPC NO. 36-018-014 AND ARE CURRENTLY ZONED RAG-1S.
3. THE TOPOGRAPHY DEPICTED HEREON IS BASED UPON A FIELD RUN SURVEY BY THIS FIRM IN JANUARY, 2017 AND APRIL, 2018 UTILIZING A COMBINATION OF TERRESTRIAL LEAP AND CONVENTIONAL SURVEY METHODS. THE CONTOUR INTERVAL IS TWO (2) FEET.
4. THIS SURVEY IS REFERENCED HORIZONTALLY TO NAD83 VIRGINIA STATE GRID (NORTH ZONE) AND VERTICALLY TO NAVD83.
5. THE PROPERTY LINES AND EASEMENTS DEPICTED HEREON ARE BASED UPON DIGITAL INFORMATION PROVIDED BY VKA ON DECEMBER 12, 2016, AND ARE NOT THE RESULT OF RECORDS RESEARCH OR FIELD LOCATED MONUMENTS. NO TITLE REPORT FURNISHED.
6. THE PROPERTIES DEPICTED HEREON LIE WITH A ZONE "X" (UN-SHADED), AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DEPICTED ON FEMA FLOOD INSURANCE RATE MAP ARLINGTON COUNTY, VIRGINIA MAP NUMBER 510350002C, WITH AN EFFECTIVE DATE OF AUGUST 16, 2013.
7. PROPERTY ADDRESSES ARE 1900 S. EADS STREET AND 2000 S. EADS STREET.
8. THE AVERAGE SITE ELEVATION AS OF JANUARY 26, 2017 IS 44.22'.



VICINITY MAP
SCALE: 1"=2000'

SYMBOL LEGEND

- | | | | |
|---|--------------------|---|----------------------|
| + | BOLLARD/PYLON | □ | AC UNIT |
| □ | CABLE TV | ⊗ | TRAFFIC CONTROL BOX |
| ⊗ | ELECTRIC BOX | ⊗ | WATER LINE |
| ⊗ | ELECTRIC METER | ⊗ | UNKNOWN UTILITY LINE |
| ⊗ | ELECTRIC MANHOLE | ⊗ | GAS LINE |
| ⊗ | ELECTRIC VAULT | ⊗ | OVER HEAD ELECTRIC |
| ⊗ | FLOOR ELEV | ⊗ | ELECTRIC LINE |
| ⊗ | GAS METER | ⊗ | TELEPHONE LINE |
| ⊗ | GROUND LIGHT | ⊗ | TRUNK/BRUSH LINE |
| ⊗ | GAS VALVE | ⊗ | INDEX CONTOUR |
| ⊗ | HANDCAP | ⊗ | INTERMEDIATE CONTOUR |
| ⊗ | FIRE HYDRANT | ⊗ | |
| ⊗ | LIGHT POLE | ⊗ | |
| ⊗ | PARKING METER | ⊗ | |
| ⊗ | SANITARY CLEAN OUT | ⊗ | |
| ⊗ | STORM MANHOLE | ⊗ | |

ABBREVIATION LEGEND

- | | |
|--------|--------------------------|
| A/C | AIR CONDITIONING |
| CONC. | CONCRETE |
| C&G | CURB AND GUTTER |
| COI | CURB DRAIN INLET |
| ELEC. | ELECTRIC |
| EX. | EXISTING |
| F.F. | FINISHED FLOOR |
| G.F. | GRADE FLOOR |
| INVT | INVERT |
| M.S.A. | MULCH AND LANDSCAPE AREA |
| PVC | POLYVINYLCHLORIDE |
| RCP | REINFORCED CONCRETE PIPE |
| S&W | SANITARY |
| UTL. | UTILITY |
| W/ | WITH |
| DATA | DATA ACCORDING TO RECORD |

LINE TYPE LEGEND

- | | |
|-----|----------------------|
| --- | SANITARY SEWER LINE |
| --- | FENCE |
| --- | WATER LINE |
| --- | UNKNOWN UTILITY LINE |
| --- | GAS LINE |
| --- | OVER HEAD ELECTRIC |
| --- | ELECTRIC LINE |
| --- | TELEPHONE LINE |
| --- | TRUNK/BRUSH LINE |
| --- | INDEX CONTOUR |
| --- | INTERMEDIATE CONTOUR |

EXHIBIT A

PLAT SHOWING
TOPOGRAPHIC SURVEY
ON THE PROPERTY OF
**CRYSTAL HOUSE APARTMENTS
INVESTORS LLC**
DEED BOOK 4668, PAGE 128
ARLINGTON COUNTY, VIRGINIA

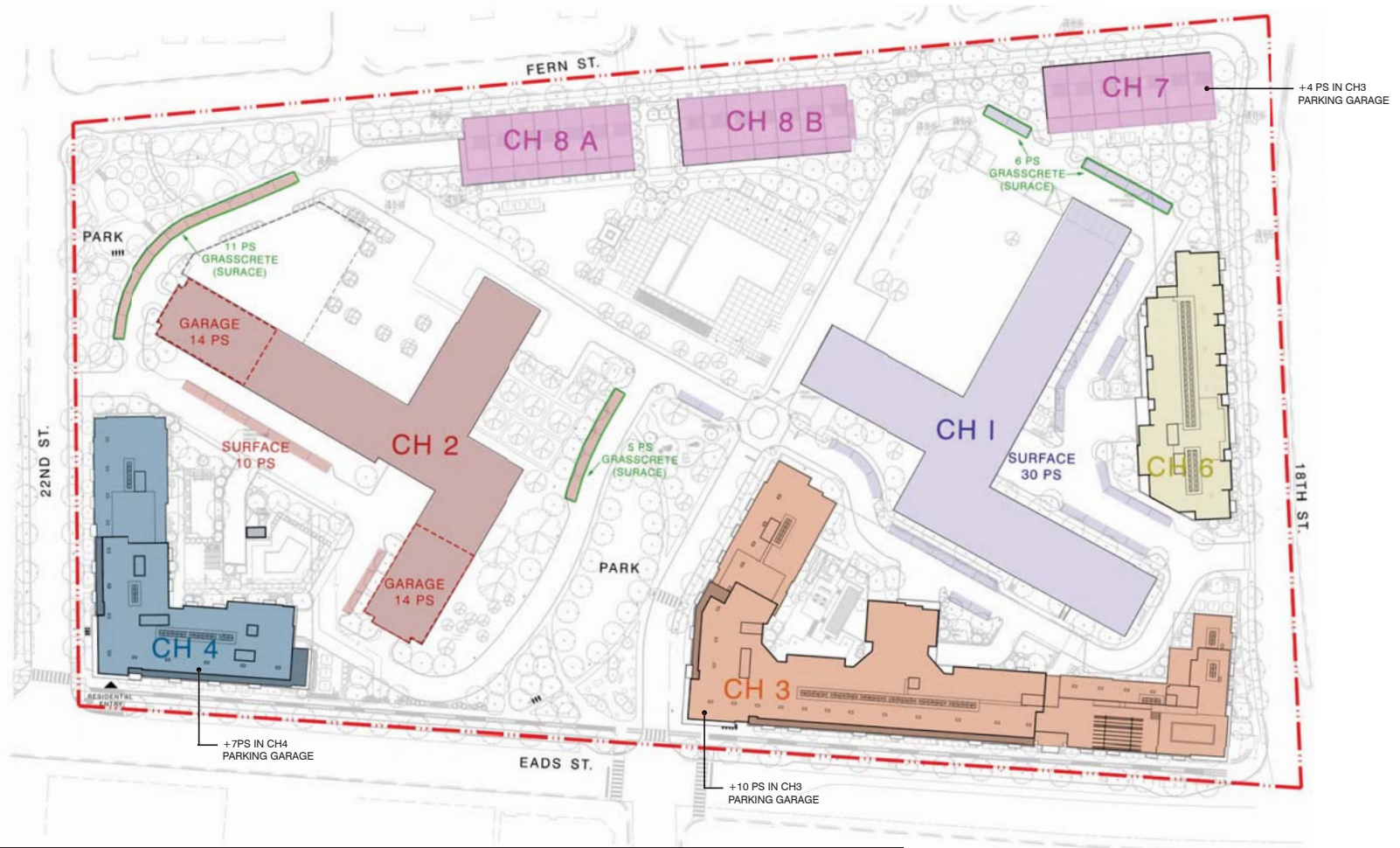
SCALE: 1" = 20'
DATE: JANUARY 26, 2017

REVISION

**Bowman
CONSULTING**
Bowman Consulting Group, Ltd.
1600 Westwood Plaza, Suite 600
Charlottesville, Virginia 22901
Phone: 703-494-2000
Fax: 703-494-2026
www.bowmanconsulting.com

DWG: P-15585 - CRYSTAL HOUSE W/15585-01-001 (SUR)/SURVEY PLATS BY: CR CHK: PS QC:
BOG PROJECT NO: 8585-01-002 TASK: 0001 COUNTY REF NO: SHEET 1 OF 1

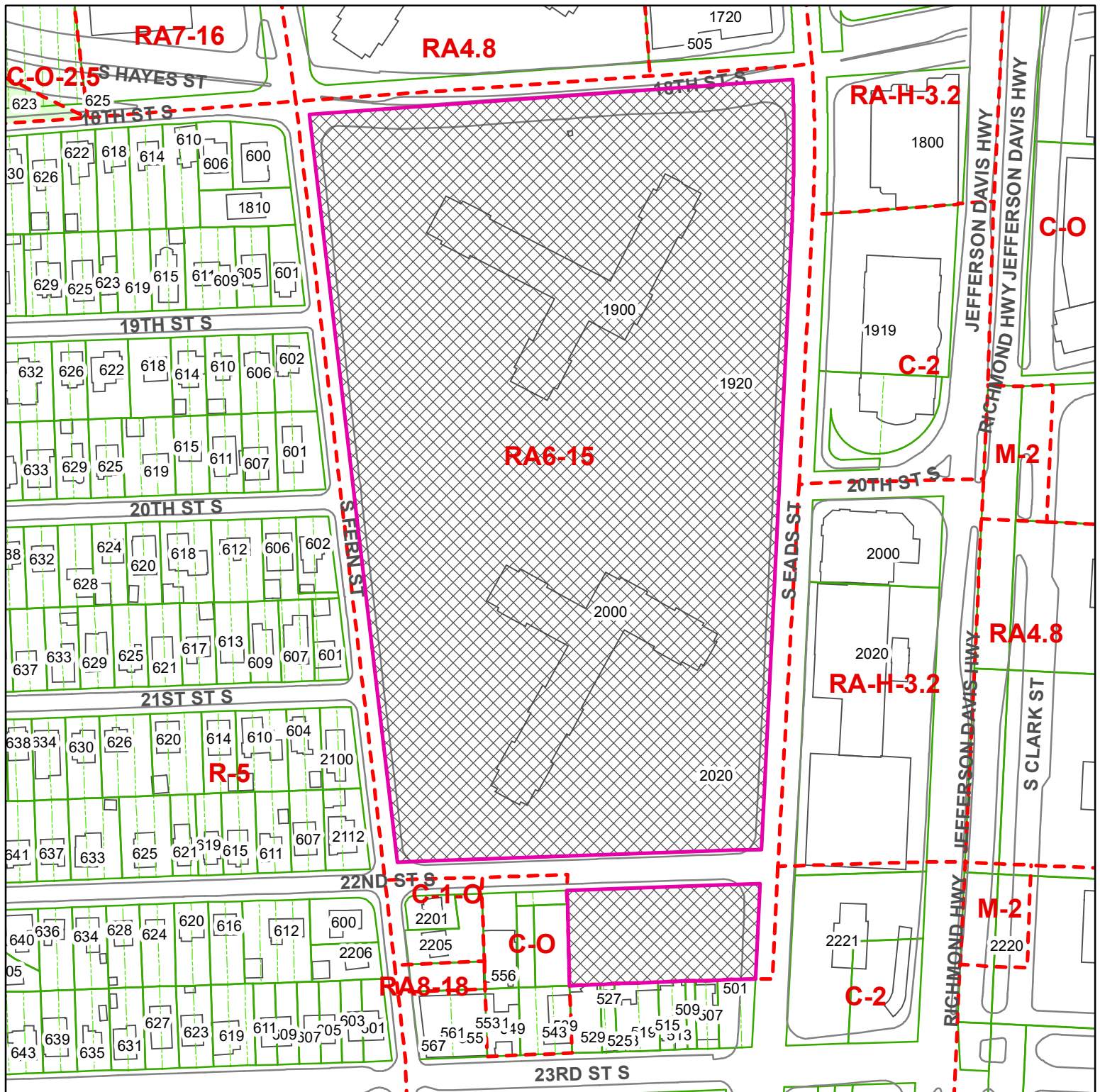




CH1, CH2, CH3, CH4, CH5, CH6, CH7 AND CH8 - OVERALL SITE PARKING DISTRIBUTION *																		
BLDG.	CH 1					CH 2					CH 3		CH 4		CH 6 *		CH 7 & 8	
UNITS	426					402					432		222		63		21	
PARKING	SURFACE	GRASSCRETE (SURFACE)	CH 1 GARAGE	CH 3 GARAGE	CH 7&8 GARAGE	SURFACE	GRASSCRETE (SURFACE)	CH 2 GARAGE	CH 4 GARAGE	CH 8 GARAGE	SURFACE	GARAGE/2 LVL	SURFACE	GARAGE/2 LVL	SURFACE	GARAGE	SURFACE	GARAGE
PS	30	6	90	125	43	10	16	114	90	30	0	294	0	153	0	63	0	21
TOTAL PS	294					260					294		153		63		21	
PS RATIO	0.69					0.65					0.68		0.69		1.00		1.00	
*NOTE: TOTAL PS NUMBER DOES NOT INCLUDE TANDEM PS IN CH6 GARAGE																		
TOTAL SURFACE																	TOTAL GARAGE	
SURFACE																	GRASSCRETE (SURFACE)	
40																	22	
0.69																	PS/UNIT	
TOTAL PARKING SPACES AND PARKING RATIO																		

SURFACE PARKING PLAN - NOV 18, 2019 - 96 SURFACE PARKING SPACES
 REVISED SURFACE PARKING PLAN - NOV 22, 2019 - 62 SURFACE PARKING SPACES (INCLUDING 22 GRASSCRETE)
 ELIMINATED AN ADDITIONAL 36 SURFACE PARKING SPACES

NOTE: SITE PLAN SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
 REFER TO CIVIL FOR SITE PLAN AND CIVIL INFORMATION.
 REFER TO LANDSCAPE FOR LANDSCAPE, TREES AND STREETSCAPE INFORMATION.




Z-2615-19-1, Rezoning

1900 S Eads Street

RPC# 36-018-014

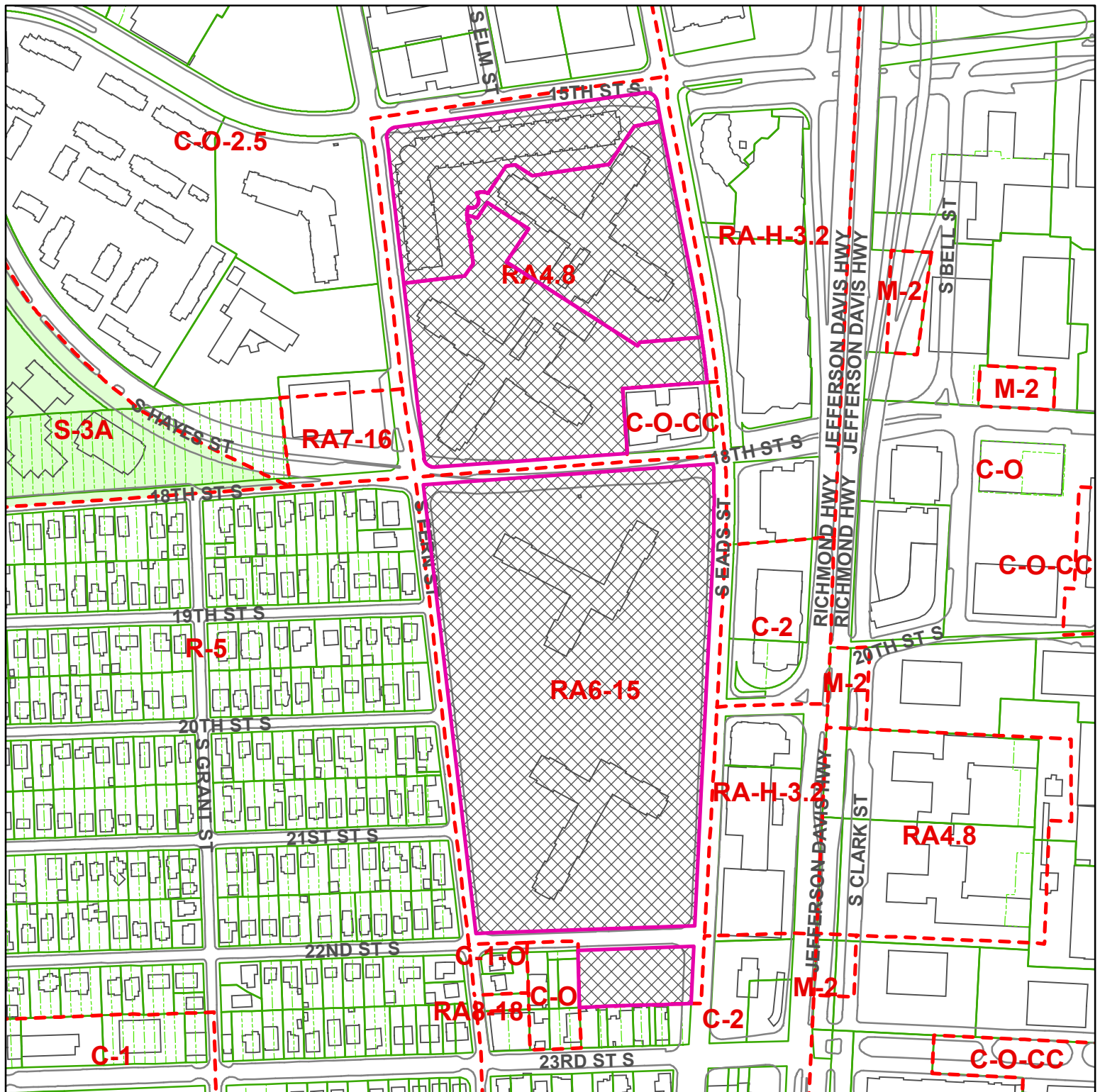


 Case Location(s)
Scale: 1:2,400

Note: These maps are for property location assistance only. They may not represent the latest survey and other information.

Department of Community Planning, Housing and Development

County Use Only
Date Placard Posted _____
By _____
Removed _____



SP #13, Site Plan Amendment

1900 S Eads Street

RPC# 36-018-014, 35-011-009; -010; -011

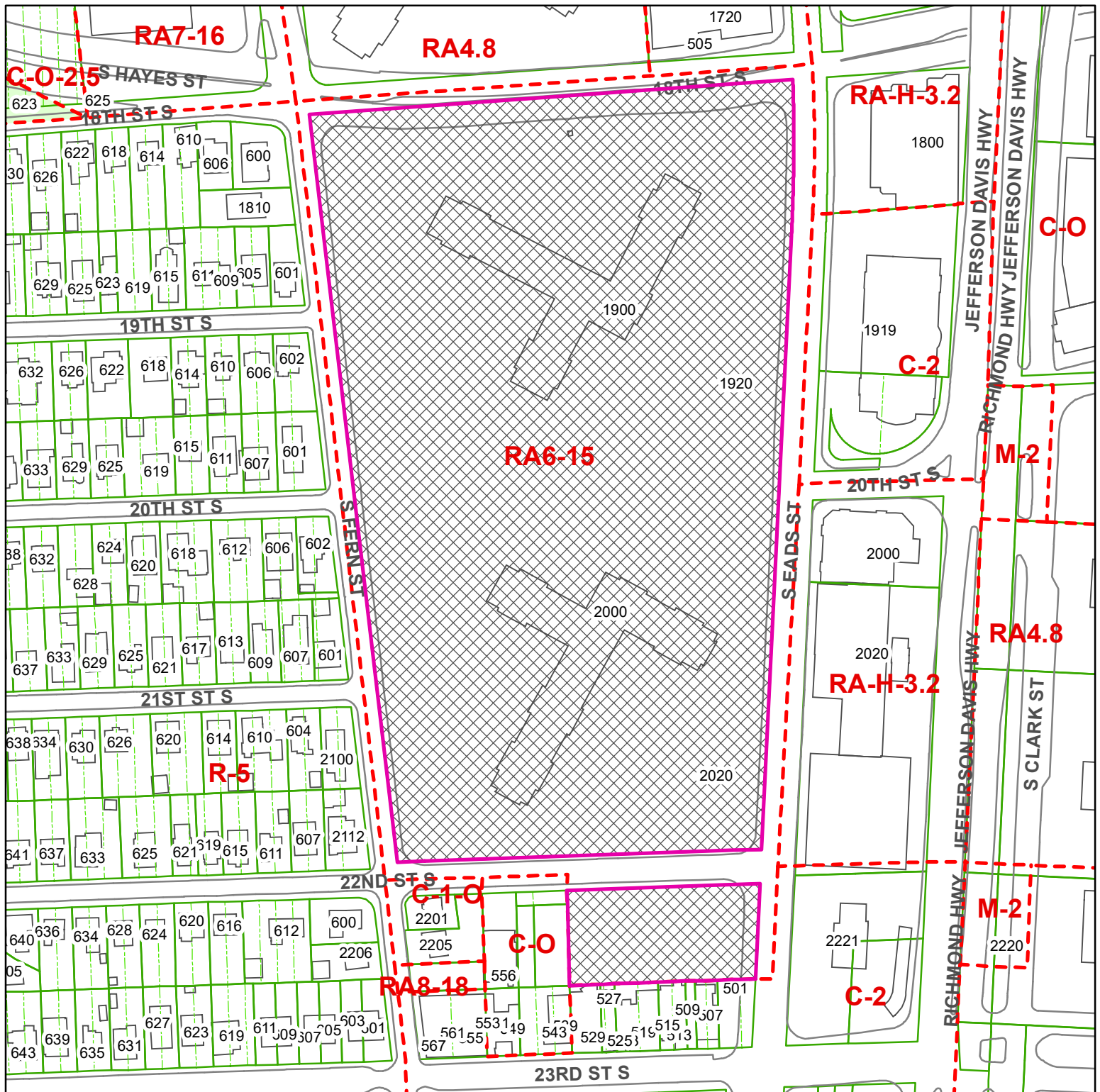
Note: These maps are for property location assistance only. They may not represent the latest survey and other information.

Department of Community Planning, Housing and Development



 Case Location(s)
Scale: 1:4,000

County Use Only
Date Placard Posted _____
By _____
Removed _____



SP #451, Site Plan


1900 S Eads Street

RPC# 36-018-014

Note: These maps are for property location assistance only. They may not represent the latest survey and other information.

Department of Community Planning, Housing and Development



 Case Location(s)
Scale: 1:2,400

County Use Only
Date Placard Posted _____
By _____
Removed _____