

SITE PLAN ORDINANCE

[Clerk's note: text to be added is shown in underline; text to be deleted is shown in strikethrough.]

WHEREAS, an application for a Site Plan dated September 26, 2012 for Site Plan #105; SP-9, was filed with the Office of the Zoning Administrator: and

WHEREAS, the Planning Commission held a duly advertised public hearing on that Site Plan on July 1, 2013 and recommended that the County Board approve it, subject to numerous conditions and has provided a letter July 9, 2013; and

WHEREAS, as indicated in Staff Report[s] prepared for the July 13, 2013 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[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan on July 13, 2013 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:
 - **Increase the compact parking space ratio (Zoning Ordinance Section 14.3.3.G);**
 - **Reduce the residential parking space ratio; (Zoning Ordinance Section 14.3.7.A);**
 - **Decrease the loading space requirement for the residential portion of the building (Zoning Ordinance Section 14.3.8.B);**
 - **Exclude 28,749 square feet associated with the LEED sustainability of building core elements from the density calculation (Zoning Ordinance Section 15.6.7.A)**
 - **Permit setbacks of less than 50 feet from the centerline of adjacent streets and 25 feet from the right-of-way of adjacent streets (Zoning Ordinance Section 3.2.6.a); and**
- 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 September 26, 2012 for Site Plan #105; SP-9, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition 1 below (which drawings, etc... are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan for the phases 4 and 5 of the Metropolitan Park development consisting of 699 residential units and 40,413 square feet of retail use, for the parcels of real property known as RPC# 35-003-011 pt., -012 pt., and -035, approval is granted and the parcels so described shall be used according to the Site Plan Application, 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's designee. Whenever, under these conditions, anything is required to be done or approved by the County Manager, the language is understood to include the County Manager or his or her designee.

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

1. **Site Plan Term**

The developer (as used in these conditions, the term "developer" shall mean the owner, the applicant and all successors and assigns) agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1 the conditions of the Pentagon City PDSP, the Metropolitan Park Design Guidelines (dated January 23, 2004 and revised through July 13, 2013), the Metropolitan Park Project Booklet (dated November 12, 2003), and the revised plans dated June 17, 2013 and reviewed and approved by the County Board and made a part of the public record on July 13, 2013, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the developer and accepted by the County Board or vice versa.

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

In addition, prior to issuance of a Certificate of Occupancy for tenant occupancy of the residential units or the retail space, a Partial Certificate of Occupancy may be issued for the operation of residential leasing center to be located in the approximately 1,900 square foot area labeled as "Leasing & Mgmt." on the plans dated June 17, 2013. The issuance of a Partial Certificate of Occupancy for such residential leasing center shall be issued only subject to the satisfaction of all applicable health and safety code conditions. In addition, the issuance of a Partial Certificate of Occupancy for such residential leasing center shall not relieve the developer from complying with all other conditions of this site plan.

2. **Pre-Permit Meeting**

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

3. **Tree Protection and Replacement**

- a. The developer agrees to complete a tree survey, which shows existing conditions of the site and locates and identifies all trees which are three (3) inches in diameter or greater. The survey shall include any tree on adjacent sites whose dripline extends onto the subject site.
- b. The developer agrees to file and implement a tree protection plan which will designate any trees proposed to be saved by the developer. Trees designated to be saved on the tree protection plan, or those specified to be saved by the approved site plan and shown on any filing in connection with this case, will be protected. This plan shall include any tree on adjacent sites whose dripline extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites and shall be submitted and approved, and found by the County Manager to meet the requirements of this site plan, before the issuance of the Land Disturbance or Demolition Permit.
- c. Upon approval of the tree protection plan the developer agrees to submit to the Department of Parks and Recreation (DPR) a performance bond estimate for the trees to be saved. Upon approval of the performance bond estimate by the DPR, the developer agrees to submit to the DPR a performance bond, in the approved amount of the estimate, and the approved tree protection plan, which bond shall be executed by the developer in favor of the County before the issuance of the Final Building Permit. Prior to the release of the public improvement bond, the developer agrees to submit to the DPR as-built drawings showing the location of all saved trees.
- d. The Developer agrees that any tree proposed to be saved on the tree protection plan or other filing shall be saved. At a minimum, this plan shall include:
 - (1) A site grading plan at two (2) foot intervals, including the location of all proposed improvements and utilities.
 - (2) Detailed specifications for any tree walls or wells proposed.

- (3) A description of how and where building materials and equipment will be stored during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.
 - (4) Identification of tree protection measures and delineation of placement of tree protection.
 - (5) Any tree required to be saved pursuant to this condition, which dies (any tree which is 30% or more dead as determined by the County's Urban Forester shall be considered to have died) prior to, or within ten (10) years of, the issuance of the Master Certificate of Occupancy shall be removed and replaced by the developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement Guidelines and which meet the minimum size and other requirements of Condition #15 below, provided, however, that replacement as specified in this subparagraph (3.d.5) does not relieve the developer of any violation resulting from the failure to save identified trees.
 - (6) The location of all construction trailers shall be approved either by Administrative Change approval or be shown on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers proposed to be located in the public right-of-way shall require approval by DES and Zoning staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.
- e. In addition to saving identified trees, the developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction in accordance with the Arlington County Tree Replacement Guidelines. The developer agrees to submit tree replacement calculations and a tree replacement plan in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in assessing the condition of trees. Any replacement trees shall conform to the standards and specifications set forth in Condition #15a below and any replacement trees that cannot be accommodated on site will be provided in a monetary amount to the Tree Canopy Fund coordinated with Arlington County's Department of Parks and Recreation. The developer agrees to submit and obtain approval of this plan by the County Manager as part of the final landscape plan.
- f. Per Condition #3.e above, 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. The payment shall be delivered to the Department of Parks and Recreation Office prior to the issuance of the Footing to Grade Permit, and evidence of

compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment.

4. **Photographic Record of Development**

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

All photographic records can be either color or black and white. Submission of a photo contact sheet and 8" x 10" prints on photographic paper shall be the minimum acceptable standard. Color photographs on compact disc, print copies of the photographs, and the photo contact sheet must be date-stamped and submitted at the end of the project prior to the issuance of the Master Certificate of Occupancy.

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

- a. Before Land Disturbance and Demolition of the site (shall be submitted before issuance of the Land Disturbance and Demolition Permits)–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 land disturbance 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 #53 below.
- b. Site Clearance (shall be submitted before issuance of the Footing to Grade Permit)–Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.
- c. Construction Phase (shall be submitted before issuance of the Shell and Core Certificate of Occupancy Permit)–At a minimum, views of the site: during excavation, upon completion of the first floor above grade, at topping out, and during the exterior cladding phase.
- d. Site Completion (shall be submitted before issuance of the Master Certificate of Occupancy)–North, south, east and west facades of completed building or buildings, as well as at least one view of completed project in context of adjacent buildings and streets.

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

Utility Fund Contribution

5. 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 \$132,000 (\$50,000 x 2.64 acres). 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 #67. 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.

Plan for Temporary Circulation During Construction

6. The developer agrees to develop and implement (after approval) a plan for temporary pedestrian and vehicular circulation during construction. This plan shall identify temporary sidewalks, interim lighting, fencing around the site, construction vehicle routes, and any other feature necessary to ensure safe pedestrian and vehicular travel around the site during construction. Exceptions may be made only during an emergency as defined below, during actual demolition, when Inspection Services Division has determined that pedestrian access adjacent to the site should be limited for safety reasons and for such limited periods as are unavoidable for utility upgrades. The developer agrees to submit this plan to, and obtain approval of the plan from, the County Manager as meeting these standards, before the issuance of the Land Disturbance and Demolition Permits. The developer agrees to provide a copy of the approved plan to the Aurora Highlands and Arlington Ridge civic associations, as well as representatives from the Crystal City Resident Community. The County Manager may approve subsequent amendments to the plan, if consistent with this approval.

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

During construction the Developer agrees to provide adequate temporary lighting for roadway users, including pedestrian walkways. A temporary lighting plan shall be submitted, approved and implemented prior to the 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 operated from prior to issuance of the Demolition and Land Disturbance permits until County standard lighting fixtures are in place and operational around the perimeter of the site. Street lighting shall be in accordance with the latest IES Roadway Lighting Design Guidelines, AASHTO Roadway Lighting Design Guide, VDOT Traffic Engineering design manuals, and Arlington County's Streetlight System Design Guidelines memorandum, and shall conform to minimum illuminance levels approved by the County.

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

Residential Relocation

7. Intentionally Omitted

Retail Relocation

8. Intentionally Omitted

Compliance with Federal, State and Local Laws

9. The developer agrees to comply with all federal, state and local laws and regulations not modified by the County Board's action on this plan and to obtain all necessary permits.

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

Post-County Board 4.1 Filing

10. The developer agrees to file four copies of a site plan, the Metropolitan Park Design Guidelines (dated January 23, 2004 and revised through July 13, 2013), and the tabular information form, and digital copies on compact disc in JPEG, PDF, and DXF formats, which complies with the final approval of the County Board and with Administrative Regulation 4.1, with the Zoning Administrator within 90 days of the County Board approval and before the issuance of the Land Disturbance and Demolition Permits.

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

The developer also agrees that no changes to the approved post-4.1 plans can take place in the field. All post-4.1 plan changes must be submitted for review and approval by either the Zoning Administrator or the County Board.

Community Liaison and Activities During Construction

11. The developer agrees to comply with the following before issuance of the Land Disturbance and Demolition Permits and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.
 - a. The developer agrees to identify a person who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site and/or available for direct and immediate contact throughout the hours of construction, including weekends. The name and telephone number of this individual shall be provided in writing to residents, property managers and business owners whose property abuts the site, including those properties located adjacent to the site across South Eads Street, the Aurora Highlands and Arlington Ridge Civic Associations, as well as representatives of the Crystal City Resident Community, and to the Zoning Administrator, and shall be posted at the entrance of the project.
 - b. Before commencing any land disturbance of the site, the developer shall hold a community meeting with those whose property abuts the project to review the construction hauling route, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative must be notified once the community meeting dates/times are

established. The developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting before a Land Disturbance and Demolition Permits is issued. The developer agrees to submit to the Zoning Administrator two (2) sets of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation (one set of which will be forwarded to the Police). Copies of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation shall be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project. The location of all construction trailers shall be approved either by Administrative Change approval or to be shown on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers shall require approval by DES staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.

- c. Throughout construction of the project, the developer agrees to advise abutting property owners in writing of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.
- d. At the end of each work day during construction of the project, the developer agrees to ensure that any streets used for hauling construction materials and entrance to the construction site are free of mud, dirt, trash, allaying dust, and debris and that all streets and sidewalks adjacent to the construction site are free of trash and debris.

The developer agrees that construction activity, except for construction worker arrival to the construction site and indoor construction activity, will commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays and will commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays. "Holidays" are defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, and Christmas. Indoor construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day, and any such activity that occurs after 6:30 p.m. shall not annoy or disturb reasonable persons of normal sensitivities. The developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours. The developer further agrees that it may apply for an Administrative Change to extend the hours of construction activity to 9:00 p.m. for a limited period of time. Such change will be approved only if the Zoning Administrator finds that the additional hours of construction will not disturb the surrounding community. It shall be the developer's responsibility to

provide the Zoning Administrator with evidence that its construction during extended hours will not disturb surrounding areas.

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

C & D Waste

- 12. The developer agrees to provide a plan for diverting from landfill disposal the demolition, construction, and land clearing debris generated by the project. The plan should outline recycling and/or reuse of waste generated during demolition and/or construction. The plan should outline specific waste streams and identify the means by which waste will be managed (reused, reprocessed on site, removed by licensed haulers for reuse/recycling, etc.). The developer agrees to obtain the County Manager's approval of this plan prior to the issuance of the Land Disturbance and Demolition permits, and to implement the plan throughout demolition and construction of the project.

Green Building Fund Contribution

- 13. Intentionally Omitted

14. Vacations and Encroachments

Prior to the issuance by the County of any permit for development of the site plan, except for demolition permits solely for buildings and structures not owned by the County or located on property within which the County has an interest, the developer agrees to obtain approval of, and fulfill all required conditions of all ordinances of vacation and/or ordinances of encroachment associated with and/or required to build the project, or any portion thereof, as depicted on the site plan referenced in Condition # 1 of this Ordinance and in accordance with civil engineering plans for the project approved by the County. The satisfaction of the requirements of this condition may be phased (i.e., all ordinances of vacation or ordinances of encroachment associated with each approved phase of development must be enacted or obtained before issuance, by the County, of any permit for any work relating to, or necessary for, such phase, except for demolition permits for buildings or structures, not owned by the County or located on property within which the County has a legal interest) provided that such phasing is approved by the County Manager as part of a phasing plan as set forth in Condition #67. Irrespective of any other conditions set forth herein, the developer agrees that no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless and until the developer, before any Excavation/Sheeting and Shoring Permit is issued, first has: a) obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and, b) met all of the conditions of such ordinance(s).

- **The following Conditions of site plan approval (#15 through #31) are valid for the life of the site plan and must be met by the developer before issuance of the Excavation/Sheeting and Shoring Permit.**

15. **Coordination of these plans: final site development, landscape and site engineering**
The developer agrees to attach the County Board meeting minutes outlining the approved conditions and the conditions themselves to each set of Building Permit drawings that they submit to the County. The developer agrees to submit to the Zoning Administrator a detailed final landscape plan prior to issuance of the Excavation/Sheeting and Shoring Permit. The final landscape plan shall be submitted at a scale of 1 inch = 25 feet, in conjunction with the civil engineering plan as required in Condition #18 below, as well as a vicinity map with major streets labeled. The final landscape plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia. The developer further agrees that the final landscape plan and the civil engineering plan shall verify, by means of survey, that there are no conflicts between the street trees and utilities. The developer shall obtain approval by the County Manager for both plans as meeting all requirements of the County Board's site plan approval and all applicable county laws and plans before the issuance of the Footing to Grade Permit. The plan shall be consistent with the conceptual landscape plan approved as a part of the site plan, and, at a minimum, shall conform to: the landscaping requirements in Conditions #16 and 21 below; the Arlington County Streetscape Standards if applicable; the Sector Plans if applicable; the County's landscaping, planting, and sidewalk and driveway construction specifications; and/or other applicable urban design standards approved by the County Board. In order to facilitate comparison with the civil engineering plan, the landscape plan shall be at a scale of 1 inch = 25 feet; the County may require more detailed plans appropriate to landscape installation at a larger scale to also be submitted. The County may permit minor changes in building, street and driveway locations and other details of design as necessitated by more detailed planning and engineering studies if such changes are consistent with the provisions of the Zoning Ordinance governing administrative approval and with the intent of the site plan approval. The landscape plan shall include a Street Tree Plan which shall be reviewed by DPR and DCPHD, and shall be accompanied by the civil engineering plan. All hardscape features shown on the approved landscape plan shall be completed prior to the issuance of the first partial Certificate of Occupancy for tenant occupancy. All plant materials shown on the final landscape plan shall be installed before the issuance of the first Partial Certificate of Occupancy for occupancy of any space above grade for the respective phase of construction. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of this condition based on the planting season, availability of plant materials, weather, or other construction-related issues, which may not permit installation of plant materials or construction of hardscape features by the required timing.

Upon approval of the final landscape plan and prior to the issuance of the first partial Certificate of Occupancy for the respective phase of construction/tenant occupancy, the developer agrees to submit to the Department of Community Planning, Housing, and Development (DCPHD) a copy of the contract for construction and installation of all landscape materials. The final landscape plan shall include the following details:

- a. The location and dimensions of traffic signal poles and control cabinets, utility meters, utility vaults and boxes, transformers, mechanical equipment, fire hydrants,

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

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

1) _____

- b. Intake and exhaust garage ventilation grates may not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The developer agrees to provide drawings showing how the garage will be ventilated as part of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. The developer shall obtain approval from the County Manager of the location and screening of all ventilation grates as part of the civil engineering plan and the final landscape plan before issuance of the Footing to Grade Permit.
- c. The location, dimensions, materials, and pavement pattern, where applicable, for driveways and access drives, automobile drop-off areas, ADA ramps, driveway aprons, service drives, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet. All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager according to adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the final landscape plan.
- d. The location and types of light fixtures for streets, parking, walkway and plaza areas, and associated utilities, as contained in the lighting plan required in Condition #52 below.
- e. Topography at two (2) foot intervals, and the finished first floor elevation of all structures, and top-of-slab elevation for any proposed underground structures.

- f. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including but not limited to dimensions, size, style(s), material(s), finish(s) and manufacturer(s) of seating, bollards, trash receptacles, bike racks, arbors, trellises, and water features, and other landscape elements or structures. Include public art information, if known.
- g. The location and planting details for street trees in accordance with Department of Environmental Services Standards and Specifications for planting in public rights-of-way and as shown on the civil engineering plan.
- h. The limits of demolition and construction.

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

Landscape Standards

16. The developer agrees that all landscaping located at grade shall conform to Department of Environmental Services Standards and Specifications and to at least the following requirements:

- a. Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:
 - (1) Major deciduous trees (shade or canopy trees such as Oaks, Maples, London Plane Trees, Japanese Zelkovas, etc.) other than street trees—a minimum caliper of 3 1/2 inches, except as indicated in Condition #21 below.
 - (2) Evergreen trees (such as Scotch Pines, White Pines, Hemlocks, etc.)—a minimum height of 7 to 8 feet.
 - (3) Ornamental deciduous trees (such as Cherries, Dogwoods, Serviceberries, Hornbeams, etc.)—a minimum caliper of 3 to 3 1/2 inches. Multi-stem trees shall not be less than 10 feet in height.
 - (4) Shrubs—a minimum spread of 18 to 24 inches.
 - (5) Groundcover—in 2 inch pots.
- b. The developer agrees to plant all street trees prior to issuance of the first Partial Certificate of Occupancy for occupancy of any space above grade for the respective phase of construction, unless otherwise approved by the Zoning

Administrator, based on the planting season, the availability of street trees, and the weather. The developer also agrees to fulfill the Public Improvement Bond requirements (Condition #33). 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.

- c. All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.
- d. Exposed earth not to be sodded or seeded shall be well-mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.
- e. Soil depth shall be a minimum of four (4) feet plus 12 inches minimum of drainage material or a depth appropriate to accommodate other drainage material commonly used in the industry as reviewed and approved by the County Manager on the landscape plan, for trees and tall shrubs and three (3) feet for other shrubs. This requirement shall also apply to those trees and tall shrubs in raised planters. Soil depth for raised planters shall be measured from the bottom of the planter to the top of the planter wall. The walls of raised planters shall be no higher than seat-wall height (2 1/2 feet, maximum) above the adjacent finished grade.
- f. Finished grades shall not exceed a slope of three to one or the grade that existed before the site work began.
- g. The developer agrees to maintain the site in a clean and well-maintained condition before the issuance of the Land Disturbance and Demolition Permits and agrees to secure and maintain the site throughout the construction and phasing process. Further, the developer agrees to submit a maintenance agreement which shall ensure that all plaza areas and other landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the site plan and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 14.2 of the Zoning Ordinance.

Utility Company Contacts

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

Civil Engineering Plan Approval by DES

18. The developer agrees to submit a complete set of civil engineering plans for each applicable phase of the project consistent with the approved Phasing Plan for the development. Whether the set is complete will be determined by the County Manager, based on the Minimum Acceptance Criteria document dated April 30, 2012 or subsequent amended submission checklist, prior to the issuance of the Land Disturbance Permit for that phase. The plans shall be drawn at a horizontal scale of 1 inch = 25 feet and a vertical scale of 1 inch = 5 feet and be 24 inches by 36 inches in size.

The developer agrees to meet the following requirements prior to issuance of the Excavation/Sheeting and Shoring Permit:

1. Obtain approval by the County Manager of a Maintenance of Traffic Plan for, at a minimum, the Excavation/Sheeting and Shoring phase of work;
2. Obtain approval by the County Manager of a tieback plan, or alternatively, submit a statement by the developer confirming that tiebacks will not be placed and will not extend into the public right of way during construction of the project; and
3. Obtain a minimum of one complete County staff review of the civil engineering plans that results in a finding by the County Manager that the limits of Excavation/Sheeting and Shoring shown 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.

The developer also agrees to obtain all additional required approvals and permits prior to commencing excavation, sheeting, and shoring.

The developer agrees to obtain approval of civil engineering plans that agree with the approved final landscape plan, and the sequence of construction, from the County Manager as being consistent with all site plan approval requirements and all County codes, standards and specifications, and policies, prior to issuance of the Footing to Grade permit, for any phase consisting only of buildings on slab, prior to the issuance of the above grade building permit.

Pavement, Curb and Gutter Along All Frontages

19. The developer agrees to show on the civil engineering plans pavement, curb and gutter along all frontages of this site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first partial Certificate of Occupancy for occupancy of the applicable phase of the project/tenant occupancy. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of this condition based on the season, weather, or other construction-related issues, which may not permit installation of these features by the required timing.

- a. **12th Street South:** Unless otherwise provided by others, the developer agrees to construct curb and gutter along 12th Street South, which results in a street cross section of approximately 36 feet, as shown on the final engineering plan approved by the County Manager. The developer agrees to provide standard crosswalks and associated handicap ramps across 12th Street South at its intersection with South Elm Street, and at its intersection with South Eads Street as shown on the final engineering plan approved by the County Manager.
- b. **South Eads Street:** The developer agrees to construct new curb and gutter along South Eads Street, which results in a street cross section of approximately 64 feet, as shown on the final engineering plan approved by the County Manager. The developer agrees to provide curb improvements at the parking lanes along the west side of South Eads Street at its intersection with 12th Street South and 13th Street South if required as part of the final engineering plan approved by the County Manager. The developer further agrees to construct standard crosswalks and associated handicap ramps across South Eads Street at its intersections with 12th Street South and 13th Street South as shown on the final engineering plan approved by the County Manager.
- c. **13th Street South:** The developer agrees to construct new curb and gutter along 13th Street South, which results in a street cross section of 29.5 feet, as shown on the final engineering plan approved by the County Manager. The developer further agrees to construct standard crosswalks and associated handicap ramps across 13th Street South at its intersections with South Elm Street and South Eads Street as shown on the final engineering plan approved by the County Manager.
- d. **South Elm Street:** Unless otherwise provided by others, the developer agrees to construct new curb and gutter along South Elm Street, which results in a street cross section of approximately 34 feet, as shown on the final engineering plan approved by the County Manager. The developer agrees to provide curb improvements at the parking lanes along the east side of South Elm Street at its intersection with 12th Street South. The developer agrees to construct standard crosswalks and associated handicap ramps across South Elm Street at its intersection with 12th Street South, 12th Road South, and 13th Street South as shown on the final engineering plan approved by the County Manager.

All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with applicable laws and regulations. The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the Civil Engineering Plan, in accordance with the Metropolitan Park Design Guidelines (dated January 23, 2004 and revised through July 13, 2013), the Metropolitan Park Project Booklet (dated November 12, 2003) and Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of Civil Engineering Plan Approval; provided, however, that the provision of such improvements shall not increase the projected cost anticipated for such improvements as shown on the site plan drawings

dated June 17, 2013 unless the County provides additional funding to offset such increased cost.

Survey Monuments

20. The developer agrees to submit, before issuance of the Excavation/Sheeting and Shoring Permit, a survey of the site adherent to the following:

Horizontal Datum - All Site Plans shall be referenced to the Virginia Coordinate System of 1983 (VCS 83). Two (2) adjacent corners or two points on every plan sheet shall be referenced to the VCS 83 with coordinate values shown in U.S. Survey feet. All plans shall be annotated as follows: "The site shown hereon is referenced to the Virginia Coordinate System of 1983 as computed from a field run boundary and horizontal control survey."

Vertical Datum - All Site Plans shall be referenced to the North American Vertical Datum of 1988 (NAVD 88). All plans shall be annotated as follows: "The site shown hereon is referenced to the North American Vertical Datum of 1988 as computed from a field run vertical control survey."

Sidewalk Design and Improvements

21. The developer agrees that the final sidewalk pattern/design and final selection of materials and colors to be used shall be as ~~determined~~ approved by the County Manager on the final landscape plan and civil engineering plan, which shall be consistent with the treatments approved with other site plan projects in the Metropolitan Park development and in accordance with the Arlington County Streetscape Standards, the Metropolitan Park Design Guidelines (dated January 23, 2004 and revised through July 13, 2013), the Metropolitan Park Project Booklet (dated November 12, 2003) or other applicable urban design standards approved by the County Board and in effect at the time of the final landscape plan approval. The clear pedestrian zone of all public sidewalks shall also be indicated.

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

- a. Continue across all driveway aprons for loading and garage entrances along all frontages of the site plan, and there shall be no barriers to impede the flow of pedestrian traffic.
- b. Not be less than six feet wide at any point.
- c. Allow pinch-points only under the provisions of the Arlington County Streetscape Standards.
- d. Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval and under the provisions of the Arlington County Streetscape Standards.
- e. Not contain joints or use patterns that create gaps of 1/4-in depth or greater at

spacings of less than 30.”

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

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

12th Street South - A minimum 22-foot wide sidewalk measured from the main portion of the building to the back of curb (projecting columns may be permitted narrowing the sidewalk to a minimum of 21 feet) with a minimum 10-foot wide clear sidewalk that may be reduced to a minimum 9-feet only in accordance with the outdoor café seating provisions of Condition #80, including 5 feet by 12 feet tree pits. The tree pits shall be planted with minimum 3 ½ inch caliper street trees (from the broad deciduous street trees identified in the Metropolitan Park Design Guidelines (dated January 23, 2004 and revised through July 13, 2013) and in the Metropolitan Park Project Booklet (dated November 12, 2003), and such ground cover as liriope muscarii, hypericum, calycinum, or juniperus conferta, and placed 25 to 32 feet on center or as otherwise approved by the County Manager on the final site development and landscape plan, and the tree pits located a minimum of eight (8) inches back from the back of curb.

South Eads Street - A minimum 36.2-foot wide sidewalk measured from the back of curb with a minimum 10-foot wide clear sidewalk, including 5 feet by 12 feet tree pits along the eastern edge of the sidewalk. These tree pits shall be planted with minimum 3 ½ inch caliper street trees (from the broad deciduous street trees identified in the Metropolitan Park Design Guidelines (dated January 23, 2004 and revised through July 13, 2013) and in the Metropolitan Park Project Booklet (dated November 12, 2003), and such ground cover as liriope muscarii, hypericum, calycinum, or juniperus conferta, and placed 25 to 32 feet on center or as otherwise approved by the County Manager on the final site development and landscape plan, and the tree pits located a minimum of eight (8) inches back from the back of curb. The secondary streetscape treatment west of the minimum 10-foot wide clear sidewalk and adjacent to the face of the building shall be provided as depicted on the final landscape plan approved by the County Manager.

13th Street South - A minimum 19-foot wide sidewalk measured from the back of curb with a minimum 13-foot clear sidewalk, including 5 feet by 12 feet tree pits located west of the loading dock entrance and 4 feet by 15 feet tree pits located east of the loading dock entrance. The tree pits shall be planted with minimum 3 ½ inch caliper street trees

(from the broad deciduous street trees identified in the Metropolitan Park Design Guidelines (dated January 23, 2004 and revised through July 13, 2013) and in the Metropolitan Park Project Booklet (dated November 12, 2003), and such ground cover as liriope muscarii, hypericum, calycium, or juniperus conferta, and placed 25 to 32 feet on center or as otherwise approved by the County Manager on the final site development and landscape plan.

South Elm Street - A minimum 18.5-foot wide sidewalk measured from the back of curb with a minimum 12-foot wide clear sidewalk, including 5 feet by 12 feet tree pits. The tree pits shall be planted with minimum 3 ½ inch caliper street trees (from the broad deciduous street trees identified in the Metropolitan Park Design Guidelines (dated January 23, 2004 and revised through July 13, 2013) and in the Metropolitan Park Project Booklet (dated November 12, 2003), and such ground cover as liriope muscarii, hypericum, calycium, or juniperus conferta, and placed 25 to 32 feet on center or as otherwise approved by the County Manager on the final site development and landscape plan, and the tree pits located a minimum of eight (8) inches back from the back of curb.

Subsurface Structure-free Zone for Utilities and Streetscape

22. The developer agrees that in order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the final design of the project shall provide a structure-free zone under the public sidewalk along all street frontages. This zone shall be a minimum of five (5) feet deep and shall extend from the back of the street curb to the far edge of the public sidewalk. No subterranean structures (such as parking garages) shall intrude into this five foot deep zone. Within the zone, underground utilities and utility vaults shall not be located in a manner that interferes with the appropriate spacing and replacement of street trees, consistent with the approved final site and development and landscape plan. Utility lines shall not be located beneath street trees. The location of all existing and proposed utility lines shall be shown on both the final landscape plan and the civil engineering plan.

Water Service Requirements

23. The developer agrees that the location of the water services will be determined at the time of the review of the civil engineering plan, and shall be constructed in accordance with the standards defined in the Arlington County Department of Environmental Services Construction Standards and Specifications Manual.

Existing Water Main or Fire Hydrant Service

24. The developer agrees that no existing water main or fire hydrant shall be taken out of service or made inaccessible without the prior approval of the Department of Environmental Services. This approval shall be obtained before the issuance of the Excavation/Sheeting and Shoring Permit.

Replacement of Damaged Existing Curb, Gutter and Sidewalk

25. The developer agrees to remove and replace, according to the Arlington County Department of Environmental Services Construction Standards and Specifications Manual, any existing curb, gutter and sidewalk along the street frontages of this site

which is in poor condition or damaged by the developer, prior to the issuance of the first Certificate of Occupancy. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of this condition based on the season, weather, or other construction-related issues, which may not permit installation of these features by the required timing.

Street Lighting Requirements

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

The developer agrees to purchase and install Arlington County standard street lights along all frontages of the site in accordance with the then current Arlington County Traffic Signal and Street lighting Specifications. The developer agrees to remove all mastarm mounted streetlights (typically cobrahead lights mounted at 25' to 35' above grade) from all site street frontages. 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 plans. The developer agrees to pay the cost of relocating existing or installing new mastarm mounted streetlights if standard pedestrian scale street lighting is not adequate for the roadway conditions.

Underground Existing Aerial Utilities

27. The developer agrees to remove and/or place underground all existing aerial utilities within or along the periphery of the entire site plan site as shown on the final site development and landscape plan and the civil engineering plan approved by the County Manager. Any utility improvements necessary to provide adequate utility services to this development or utility work necessary to provide a terminus to the underground facilities shall be paid for by the developer and shall not result in the installation of any additional utility poles, or aerial devices. All utility relocation shall be completed prior to the issuance of the Shell and Core Certificate of Occupancy.

The developer agrees to construct/install four (4) 2-inch communication conduits (HDPE or equivalent County standard for communication conduits) and junction boxes along all site frontages, for the sole and exclusive use by Arlington County, unless the County Manager determines that less conduit is required at the time of Civil Engineering Plan approval. The conduit shall be designed and built as approved in the Civil Engineering Plan and consistent with the then current Arlington County Traffic Signal Specifications for the installation of communication conduit. The developer agrees to install the conduit prior to the issuance of the Shell and Core Certificate of Occupancy for the respective phases of construction.

Off-street Parking for Construction Workers

28. The developer agrees to provide off-street parking for all construction workers without charge to the workers. In lieu of providing parking, the developer may provide a subsidy for the construction workers in order that they may use Metro, provide a van for van pooling, or use another established method of transportation to provide for construction workers to arrive at the site. Compliance with this condition shall be determined based on a plan which shall be submitted to the Zoning Administrator, and for which the developer has obtained the Zoning Administrator's approval, before the issuance of the Excavation/Sheeting, and Shoring Permit. This plan shall set forth the location of the parking to be provided at various stages of construction, how many spaces will be provided, how many construction workers will be assigned to the work site, and mechanisms which will be used to encourage the use of Metro, carpooling, vanpooling, and other similar efforts. The plan shall also provide for a location on the construction site at which information will be posted regarding Metro schedules and routes, bus schedules and routes, and carpooling and vanpooling information. If the plan is found to be either not implemented or violated during the course of construction, a correction notice will be forwarded to the developer. If the violation is not corrected within ten (10) days, a "stop work order" will be issued, and construction halted until the violation has been corrected.

Address Indicator Signs

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

Façade Treatment of Buildings

30. The developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be as specified and shown on the submitted drawings identified in Condition #1 and as presented to the County Board and made a part of the public record on the County Board date identified in Condition #1, including all renderings, drawings, and presentation boards presented during public hearings. The developer agrees to submit three (3) copies of colored façade elevations at 24" x 36", which label the materials and colors for each elevation of the building, including interior elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), one (1) copy of black and white architectural elevations, and one (1) sample material board at no larger than 24" x 36", for review by the County Manager for consistency with this site plan approval prior to the issuance of the Footing to Grade Permit. The submission shall be made to the Zoning Office. The developer further agrees to obtain the approval of the County Manager of the façade treatment as being consistent with the County Board approval before the issuance of the Final Building Permit.

The developer agrees that all retail storefronts, as labeled on the approved plans, along public rights-of-way are required to have an overall minimum transparency of 50% as measured from floor to ceiling. In addition, the portion of the retail storefronts that is located between three and eight feet from grade is required to be at least 80% transparent. The purpose of this condition is to allow pedestrians to view the activity within the retail

establishment and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. "Transparency" shall mean using glass or other transparent exterior material offering an unobstructed clear view into an area of the retail establishment where human activity normally occurs and shall not be satisfied by views into areas blocked by display cases, storage areas, merchandise (except as pursuant to Condition #81), the rear of shelving, interior walls, blinds, hallways, or the like. Provided that the exterior material is glass or other transparent material, a tenant may apply to the County Board for a site plan amendment to grant an exception to this condition for a specified duration.

Recordation of Deeds of Public Easements and Deeds of Dedications

31. The developer agrees that, for each phase, as phase is defined in the phasing plan required in Condition #67, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the approved civil engineering plans, for the construction of any public street, public infrastructure, public utility, public facility or public improvement (jointly "Public Improvements"), shall be: a) submitted by the developer to the Department of Environmental Services for review and approval prior to the issuance of any Excavation/Sheeting and Shoring Permit for such phase; and b) approved by the County and recorded by the developer, among the land records of the Circuit Court of Arlington County, before the issuance of the first Certificate of Occupancy for the building(s) or any portion thereof for such phase. Real estate interests conveyed by the developer to the County for public street or public right-of-way purposes shall be conveyed in fee simple, free and clear of all liens and encumbrances. Real estate interests conveyed by the developer to the County for Public Improvements or public uses, including, but not limited to, sidewalk, street trees, other streetscape planting, water mains, storm sewers, sanitary sewers, and other public utilities and facilities, which other Public Improvements are not located, or to be located, in the public street or public right-of-way may be granted to the County by deed(s) of easement, provided, however, that in the deed(s) conveying such real estate interests to the County, all liens and encumbrances shall be subordinated to the easement rights of the County.
- **The following conditions of site plan approval (#32 through #40) are valid for the life of the site plan and must be met by the developer before issuance of the Footing to Grade Structure Permit.**

Plat of Excavated Area

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

Administrator may reduce the area for which elevations must be provided before issuance of a footing to grade permit. Additional elevations confirming the elevations of the remainder of the excavation shall be provided prior to issuance of any permit for above grade construction.

Public Improvements Bond

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

Prior to the release of the public improvement bond, the developer agrees to submit as-built drawings showing the location and facilities for all underground utilities (water, sanitary sewer, and storm sewer) that will be maintained by Arlington County.

Underground Electrical Transformers

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

approved by the Department of Environmental Services. The developer shall obtain approval from the County Manager, or his designee, for the location of all Utility Vaults, ventilation grates, and associated appurtenances, as part of the review and approval of the civil engineering plans by the Department of Environmental Services.

Interior Trash Collection and Recycling Areas

35. The developer agrees that interior space shall be provided and used for the collection, storage, compaction, and removal of trash, as well as appropriate facilities for the recycling of reusable materials as defined by the County. The collection, storage, compaction, and removal of trash shall not occur outside the interior loading space. This space may not conflict with the use of a loading berth. The developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition before the issuance of the Footing to Grade Structure Permit.

Interior Loading Spaces

36. The developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements: minimum 12-foot clear width (including entrances), 30 foot-length and 14-foot height clearance. Any loading dock to be used for trash removal shall have a minimum interior height clearance of ~~18~~ 17 feet. All loading docks shall contain closable doors. Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week. Use of the loading dock for deliveries or trash pick ups for the grocery store shall be limited to the hours from 7:00 a.m. to 9:00 p.m., seven (7) days a week. The loading dock door shall also be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

Parking Garage Van Access

37. ~~The developer agrees that new parking garages shall be designed to allow access and use by vanpools.~~ At least 2% of the total new residential parking supply shall be accessible to vans, ~~shall be conveniently located on the level of the garage closest to street level,~~ and shall have a minimum clearance of 98 inches. All other areas of the garage shall have a minimum clearance of 84 inches. Compliance with this condition shall be determined by review of the building plans by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit, which review shall not relieve the developer from constructing in accordance with this condition.

Parking Space Compliance with Zoning Ordinance

38. The developer agrees to ensure that all parking spaces comply with the requirements of Section 14.3 of the Zoning Ordinance (except as otherwise expressly approved by the County Board through this site plan approval). Unless otherwise approved by the County Board, the number of compact spaces may not exceed the Zoning Ordinance requirement. The developer shall submit drawings showing that these requirements are met, and shall obtain approval by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit.

Bicycle Storage Facilities

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

Office and Residential Bicycle Storage Facilities:

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

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

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

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

~~project. The exercise facility, including the showers and lockers, shall be open during normal working hours.~~

Retail Bicycle Storage Facilities:

Two (2) retail visitor/customer bicycle parking spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; one (1) additional retail visitor/customer space for every 12,500 square feet, or portion thereof, of additional retail floor area; and one (1) additional retail employee space for every 25,000 square feet, or portion thereof, of retail floor area. The retail visitor/customer bicycle spaces shall be installed at exterior locations that are convenient to the retail visitors/customers, and such locations shall be reviewed by the Department of Environmental Services. The developer agrees to obtain approval of the location, design and details of the retail visitor/customer bicycle spaces as part of the final site development and landscape plan. Facilities for retail visitors/customers must meet the County standards for bicycle racks, and be located close to retail visitor/customer entrances.

A minimum of sixteen (16) of the fifty-two (52) external visitor spaces shall be located within fifty (50) feet of the main grocery entrance at the northeast corner of the building.

There shall be ten (10) Class I bicycle spaces for the retail employees in a secure room segregated from the residential Class I storage.

Grocery retail employee restrooms shall be provided, a minimum of one (1) for each gender, and each restroom shall have minimum of (1) shower with a changing area with 10 lockers in each changing area. Bicycle clothing lockers shall be a minimum size of 12" wide, 18" deep and 36" high and employee shall be permitted to store items in such lockers on a 24 hour basis, which shall not be interpreted to require unrestricted employee access to such lockers outside of normal business operating hours. Grocery retail employee restrooms and lockers shall be available to all grocery store related retail employees.

If employees of grocery store related retail establishments will not have access to shower facilities required by the previous paragraph, employee restrooms for these employees shall be provided, one for each gender, and each restroom will have at least one shower with a changing area.

~~Hotel Bicycle Storage Facilities:~~

~~The developer agrees to provide, at no charge to the user, secure bicycle storage facilities on the following basis at a minimum:~~

~~One (1) space for every 10 hotel units, or portion thereof. These facilities shall be protected from rain and snow and shall not encroach on the sidewalk or on any area in the public right of way intended for use by pedestrians. These facilities for hotel users (guests and employees) must meet the acceptable standards for Class I storage space and be highly visible from an elevator entrance, a full-time parking attendant, a full-time security guard or a visitor/customer entrance if located in a parking facility; if located~~

~~elsewhere in the building the room shall be access controlled by staff. These facilities shall be located in a minimum of two locations; half of the spaces shall be reserved and designated for employee only access and located convenient to the employee changing area, and half for guest access. Spill over bike parking from guests or employees may be accommodated, as space permits, in either location.~~

~~In addition, the developer agrees that for every 50,000 square feet or fraction thereof of office Gross Floor Area (GFA), one (1) shower per gender shall be installed, up to a maximum of three (3) showers per gender. Also, a minimum of one (1) clothes storage locker per gender shall be installed for every required employee bicycle parking space. The lockers shall be installed adjacent to the showers in a safe and secured area and both showers and lockers shall be accessible to all tenants of the building. The lockers will be a minimum size of 12" wide, 18" deep, 36" high, and shall be available for use on a 24 hour basis. The location, layout and security of the showers and lockers shall be reviewed by the Arlington County Police Department before issuance of the Footing to Grade Structure Permit.~~

~~If employees of retail establishments will not have access to shower facilities required by the previous paragraph, employee restrooms for these employees will be provided, one for each gender, and each restroom will have at least one shower with a changing area.~~

~~In addition, one (1) visitor space for every 50 hotel units, or portion thereof. These facilities for visitors/customers must meet the standards for Class III storage space and be highly visible from a main street level visitor/customer entrance. These visitor/customer bicycle spaces shall be installed at exterior locations within 50 feet of the primary entrance, and such locations shall be reviewed by the Division of Transportation. The developer agrees to obtain approval of the location, design and details of these visitor/customer bicycle spaces as part of the final site development and landscape plan.~~

~~If retail areas are ever provided in the hotel, the number of retail visitor/customer bicycle spaces shall be calculated by the following formula:~~

~~Two (2) visitor/customer spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; one (1) space for every 12,500 square feet, or portion thereof, of additional retail floor area; and one (2) employee space for every 25,000 square feet, or portion thereof, of retail floor area. These visitor/customer bicycle spaces shall be installed at exterior locations within 50 feet of the primary entrance(s), or as approved and such locations shall be reviewed by the Division of Transportation.~~

All bicycle facilities must meet the County standards for bicycle racks and be approved by the Bicycle and Pedestrian Program Manager before installation. Drawings showing that these requirements have been met shall be approved by the Bicycle and Pedestrian Program Manager before the issuance of the Footing to Grade Structure Permit.

In addition to the spaces required above, the hotel will provide adequate space (minimum 8ft x 12ft, for six (8) bicycles, parked on the floor) in addition to normal space for

~~luggage storage in a locked luggage storage facility, controlled by the hotel staff, inside the hotel, to accommodate guest's bicycles.~~

Emergency Vehicle Access/Support on Parking and Plaza Areas

40. The developer agrees to construct all plaza areas used for vehicular access and all surface parking areas to support the live load of any fire apparatus. Architecturally designed bollards or curbs shall be used on pedestrian plazas to separate the areas intended for emergency vehicle use from areas intended for pedestrian use. No above-grade structure shall be allowed to obstruct fire lanes. The requirements of this condition shall be incorporated in the drawings submitted for the Footing to Grade Structure Permit.
- **The following conditions of site plan approval (#41 through #45) are valid for the life of the site plan and must be met by the developer before the issuance of the Final Building Permit.**

Wall Check Survey

41. The developer agrees to submit one (1) original and three (3) copies of a wall check survey to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #1 and #10 above. The wall check survey shall show the location of the walls at the top level of the below-grade structure, and will be provided prior to the issuance of a permit for above-grade construction. The developer further agrees that, within thirty (30) days after approval of the wall check survey, or such other time as mutually agreed upon by the Zoning Administrator and the developer, to submit to the Zoning Administrator a wall check survey showing the location of the walls and the elevation of the slab, at grade.

Screening of Mechanical Equipment

42. Mechanical equipment shall be screened so as not to be visible from public rights-of-way as specified and shown on the submitted drawings identified in Condition #1 and as presented to the County Board and made a part of the public record on the County Board date identified in Condition #1, including all renderings, drawings, and presentation boards presented during public hearings.

Use of Penthouse

43. The use of any penthouse shall be limited to recreational purposes as specified and shown on the submitted drawings identified in Condition #1 and as presented to the County Board and made a part of the public record on the County Board date identified in Condition #1, and to mechanical equipment and equipment maintenance space or telecommunication transmitter and/or receiver equipment including as required in Condition #57 below.

Review by Crime Prevention Through Environmental Design (CPTED) Practitioner

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

FAA Documentation

45. The developer agrees to obtain from the Federal Aviation Administration (FAA), before the issuance of the Excavation Sheeting and Shoring permit, a written statement that the project is not a hazard to air navigation or that the project does not require notice to or approval by the FAA.
- **The following conditions of site plan approval (#46 through #54) are valid for the life of the site plan and must be met by the developer before the issuance of the First Certificate of Occupancy.**

Water Main Improvements

46. The developer agrees to show on the civil engineering plans, and to construct, water main improvements in accordance with the standards defined in the Arlington County Department of Environmental Services Construction Standards and Specifications Manual and in accordance with the requirements set forth in this condition. The water main improvements shall be constructed prior to the issuance of the first Certificate of Occupancy for the respective phases of construction.

The developer agrees to construct approximately 420 feet of new 12-inch water main in 13th Street South connecting to the terminus of the existing 8-inch water main in 13th Street South, extending to the existing 12-inch water main in South Eads Street as shown on the final engineering plans.

Sanitary Sewer Main Improvements

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

The developer agrees to construct new 10-inch sanitary sewer in 13th Street South connecting to the existing 36-inch sanitary sewer in South Eads Street as shown on the final engineering plans.

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

Storm Sewer Improvements

48. The developer agrees to show on the civil engineering plans, and to construct, storm sewer improvements in accordance with the standards defined in the Arlington County

Department of Environmental Services Construction Standards and Specifications Manual ~~as well as the following as outlined below~~. The storm sewer improvements shall be constructed prior to the issuance of the first Certificate of Occupancy for the respective phases of construction.

Fire Hydrant and Fire Department Connection Requirements

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

The developer agrees to provide calculations to demonstrate the needed fire flow as defined in the Arlington County Fire Prevention Code. This information shall be clearly shown on the cover sheet of each civil engineering plan set submitted.

50. Transportation Management Plan

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

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

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

Participation and Funding

- a. Maintain an active, on going relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of the property owner.
- b. Designate a member(s) of building management as Property Transportation Coordinator (PTC) to be a primary point of contact with the county and undertake the responsibility for coordinating and completing all Transportation Management Plan (TMP) obligations. The applicant and /or building management will provide, and keep current, the name and contact information of the PTC to Arlington County Commuter Services (ACCS) or successor. The Property Transportation Coordinator shall be appropriately

trained, to the satisfaction of ACCS, to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site.

- c. In addition to supporting the ongoing activities of the Property Transportation Coordinator and other commitments of this TMP, the developer agrees to contribute \$30,477 (\$27,859 for the residential portion and \$2,618 for the retail portion) per year for a period of thirty (30) years to the Arlington County Commuter Services (ACCS), or successor, to sustain direct and indirect on-site and off-site services in support of TMP activities. Annual contribution is calculated based on a rate \$0.06 per Sqft of GFA for commercial (office, retail, hotel) use and \$0.035 per Sqft of GFA for residential use, escalated by CPI from the year 2008, per year for thirty (30) years. Payment on this commitment will begin as a condition of issuance of the first Certificate of Occupancy. The developer agrees to make the first payment prior to issuance of the Shell and Core Certificate of Occupancy. Subsequent payments will be made annually.

Facilities and Improvements

- a. Provide in the lobby or lobbies, as well as in a common employee area of the grocery store, an information display(s), the number/content/design/location of which shall be approved by ACCS / ATP, to provide transportation-related information to residents and visitors. Management shall keep display(s) stocked with approved materials at all times.
- b. Comply with requirements of Site Plan conditions to provide bicycle parking/storage facilities. ~~Bicycle clothing lockers shall be a minimum size of 12" wide, 18" deep and 36" high and shall be available for use on a 24 hour basis (office, hotel, retail). Provide an 8' by 12' space for 6 bicycles as well as the normal amount of luggage storage in a locked luggage storage facility, controlled by the hotel staff, in the hotel to accommodate guest's bicycles (hotel only).~~ The developer agrees to develop a plan of operation of the bicycle facilities which shall include details of implementation and continued operation of the bicycle facilities and related systems.
- c. Comply with requirements of Site Plan conditions to provide construction worker parking.
- d. Bus stops and shelters within 50 feet of the property and contiguous to the property shall be maintained free of snow, ice, trash, and debris. A 6 foot wide path, or the full width of the sidewalk (if less than 6 feet), shall be maintained clear of snow and ice, to the main entrance of the building(s) from these bus stops.

- e. ~~Provide an ADA-compliant hotel van (with lift) to provide shuttle service to and from the Court House Metro and/ or Rosslyn Metro station(s) for employees and guests. The van will 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 will be parked in this space when not in service. A communication device will be provided with the hotel for on-call service (hotel only).~~

Parking Management Plan

- a. Subject to the approval by the County Manager or his designee, the developer shall prepare a parking management plan regarding: residential and retail use of the garage, taxi passenger loading and unloading; accessible paratransit pick-up, drop-off, handicapped access, bicycle parking, and passenger waiting area; loading zones for short-term deliveries; bus stops; car sharing locations; and on-and off-street parking for residents, employees, and visitors. Such plan shall include a schematic drawing depicting an area parking plan for all block faces abutting the site. Additionally, this plan will note restrictions as to times that various activities (such as deliveries and parking) are permitted in the respective spaces. Further, this plan will provide all details regarding reserved use of the G-1 level of the parking garage for use by customers and employees of the grocery store tenant.
- b. No on-street loading will be permitted.
- c. Provide effective directional signage to direct residents and visitors to appropriate locations on the property, to include provision for the items specified in the Parking Management Plan.
- d. Establish monthly parking rates for single occupant vehicles (SOV) consistent with comparable buildings located in the Arlington County development corridors.
- e. ~~Provide reserved, signed, spaces for carpools and vanpools that are conveniently located with respect to the elevators serving the building.~~
- f. ~~Provide registered vanpools with free parking.~~
- g. ~~Oversee program to provide carpools with a parking subsidy. Subsidies will be:~~
 - (a) ~~Two-person carpool subsidy shall equal one-third the single-occupant vehicle monthly parking rate.~~
 - (b) ~~Three-person (or more carpool) subsidy shall equal two-thirds the single-occupant vehicle monthly parking rate.~~

- h. Provide a one-time membership fee subsidy in a car sharing plan per residential unit. This subsidy shall be paid on proof of membership in a car share service by lessees or purchasers (Residential Use).

Promotions, Services, Policies

- a. Provide SmarTrip cards plus \$65.00 Metro fare media per person, for free, one time, to each residential lessee or purchaser, distributed no later than the day of move in at initial lease-up.
- b. Provide SmarTrip cards plus \$65.00 Metro fare media per person, for free, one time, to on-site property management and maintenance employees (directly employed or contracted). Provide, administer, or cause the provision of a sustainable commute benefit program for these employees (the program shall include, at a minimum, pre-tax employee contributions and/or tax-free transit or vanpool monthly contributions).
- c. Provide SmarTrip cards plus \$65.00 Metro fare media per person, for free, one time, to on-site employees of the ~~office tenants, retail tenants, and hotel employees~~, distributed no later than their one week (7 days) following the employee's first day of work at the building.
- ~~d. Provide, administer, or cause the provision of a sustainable commute benefit program for each on-site employee of the hotel (directly employed or contracted) of at least \$70.00 per month. The employer will set up a pre-tax employee transportation benefit program. This program will be functional before the first day of operation of the hotel (hotel only)~~
- e. Provide website hotlinks to CommuterPage.com™ under a “transportation information” heading from the developer and property manager’s websites regarding this development.
- f. Distribute a new-resident/new-employee package (material provided by Arlington County) which includes site-specific ridesharing and transit-related information to each employee or residential lessee/purchaser. Packages will be distributed to tenants, owners, or employees no later than the day of move-in or first day of work.
- ~~g. Place a reference to the nearest Metro stations in promotional materials, in-room hotel information/welcome materials, and advertisements for businesses located on the site (hotel only).~~
- ~~h. Make available (sell) transit fare at the front desk or through the concierge (hotel only).~~

- i. Reference to the nearest Metro Station and bus routes in all promotional materials and advertisements for the residential component of the building.
- j. Cooperate with Arlington County to assist the County in implementing a transit-advertising program that will distribute information four times per year to all residents, tenants, employees, and visitors.
- k. Participate in regionally sponsored clean air, transit, and traffic mitigation promotions by posting notice of such promotions in locations within the building(s).

Performance and Monitoring

- a. Upon approval of the TMP by the County, the developer agrees to implement all elements of the plan with assistance when appropriate by agencies of the County.
- b. The owner shall reimburse the County for, and participate in, a transportation performance monitoring study at two years, five years, and each subsequent five years (at the County's option), after issuance of first Certificate of Occupancy with the total cost of each such survey not to exceed \$10,000. The County may conduct the study or ask the owner to conduct the study. The County will specify the timing and scope of the study. The study may include average vehicle occupancy, daily vehicle-trips to and from the site, and parking availability by time of day for the site and pedestrian traffic. The study may include a seven-day count of site-generated vehicle traffic and a voluntary mode-split survey. The building owner and/or operator will notify, assist, and encourage residents, tenant's employees, and building employees to participate in mode split surveys which may be of an on-line, or email variety. A report will be produced as specified by the County.
- c. During the first year of start up of the TMP and on an annual basis thereafter, the developer will submit an annual report, which may be of an on-line, or email variety, to the County Manager, describing completely and correctly, the TDM related activities of the site, and continuous reports of changes in commercial tenants during each year.

Residential Parking and Parking Management Plan

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

Further, for condominium units, the developer agrees to notify the Zoning Administrator at the time of the settlement of the last dwelling unit. If excess parking spaces are available at the time of settlement of the last dwelling unit, the number of excess parking

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

For both rental and condominium buildings, the use of the residential parking spaces located below the G-1 parking level shall be limited to parking use by the residents of the building and their guests, unless otherwise permitted by the Zoning Ordinance, and shall not be converted to storage or other use without approval of a site plan amendment.

The developer agrees to submit to the Zoning Administrator a parking management plan which outlines how guest and visitor parking for the residential building, and parking for retail tenants' employees and customers for retail located in the residential buildings, will be provided, where the parking will be located and how guests and visitors, and retail employees and customers, will be directed to the parking spaces. ~~The developer further agrees to make a minimum of ___ residential visitor parking spaces, and ___ retail tenant parking spaces, available within the residential garage.~~ The parking management plan shall be submitted to the Zoning Administrator, and reviewed and approved by the County Manager, prior to the issuance of the first Certificate of Occupancy for the first residential building. The developer agrees to implement the Parking Management Plan for the life of the site plan.

Lighting Plan for Public Areas

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

Documentation of Historical Artifacts, Features and Buildings

53. The developer agrees to be responsible for documenting any historical artifact or historical natural feature uncovered during construction on the site. This documentation shall include written notation describing the artifact or natural feature, color photographs, and mapping of the location and/or depth of the site excavation at which the item was

found. The developer agrees to submit a copy of this documentation to Arlington County before issuance of the First Certificate of Occupancy.

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

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

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

54. If the project includes a residential condominium or cooperative component, then the developer agrees that a copy of the conditions of this site plan approval shall be made available to all prospective purchasers with the condominium's, cooperative's or homeowners association's bylaws or agreements. Documentation that this condition has been satisfied shall be provided to the County Manager before the issuance of the First Certificate of Occupancy. If the project includes a residential rental component that is converted to a condominium or a cooperative, then the developer agrees that a copy of the conditions of this site plan approval shall be made available to all prospective purchasers with the condominium's, cooperative's, or homeowners' association's bylaws or agreements prior to the issuance of the first Certificate of Occupancy following the conversion.
- **The following condition of site plan approval (#55) is valid for the life of the site plan and must be met by the developer before the issuance of the Master Certificate of Occupancy.**

Building Height Certification

55. The developer agrees to submit, before the issuance of the Master Certificate of Occupancy, drawings certifying the building height as measured from the average site elevation to both the building roof and to the top of the penthouse roof.
- **The following condition of site plan approval (#56) is valid for the life of the site plan and must be met by the developer within 90 days of receipt of the partial Certificate of Occupancy for full occupancy of the building, except as otherwise expressly stated in the particular condition.**

Obtain Master Certificate of Occupancy

56. The developer agrees to obtain a Master Certificate of Occupancy within 180 days of receipt of any partial Certificate of Occupancy for full occupancy of the building. The developer may request in writing to extend the timeframe for obtaining the Master Certificate of Occupancy. The request shall outline the reasons for an extension and shall be submitted to the Zoning Administrator for review of the outstanding issues one (1) month prior to the end of the six-month time frame. The Zoning Administrator shall approve such extension(s) if she finds that the developer is diligently continuing completion of the project, and has provided reasonable assurance that completion will be achieved within the extended timeline.

- **Post Certificate of Occupancy: the following Conditions of site plan approval (#57 through #62) are valid for the life of the site plan.**

County Installation of Telecommunications Transmitter and/or Receiver Equipment ~~Developer Installation of In-Building First Responder Network~~

57. 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 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.

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.

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

Request the County Manager to provide recommendations regarding the design of the South Eads Street linear park and building orientation issues of the Metropolitan Park Design Guidelines for Phases 6-8 of the Metropolitan Park Development.

Structural Additions

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

Snow Removal

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

Maintenance of Residential Common Areas

60. If the project includes a residential condominium 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.

Retention of Approved Parking Ratio over Subdivided Site

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

Retention of Approved Density over Subdivided Site

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

- **The following unique site specific conditions (#63 through #86) are valid for the life of the site plan and must be met before the issuance of the permit specified in each Condition.**

63. Retail Elements

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

A. The Developer agrees to the following for Retail Space as shown on the plans referenced in Condition #1, within the site plan:

- ~~1) If the project is located within the Rosslyn Ballston Corridor, then the Developer will market a minimum of _____ square feet of retail space located on the first floor of the building to uses as shown for that location in the approved Retail Action Plan for the Rosslyn Ballston Corridor, dated May 2001, or other applicable retail policy documents in effect at the time of County Board approval, and consistent with the standards in this Condition #63.~~

~~If the project is located outside of the Rosslyn-Ballston Corridor, then the~~ The Developer agrees to market a minimum of 40,000 square feet of retail space located on the first floor of the building to uses consistent with the listings under “Retail Categories” as listed on pages 5-6 in the approved Retail Action Plan for the Rosslyn-Ballston Corridor, dated May 2001, or other applicable retail policy documents in effect at the time of County Board approval, and any other uses which the Zoning Administrator may determine are of the same general character (as same general character is described in Section 15.1.6 of the Zoning Ordinance), provided that they are consistent with the standards in this Condition #63.

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 #63, and obtain approval of such material or letter from the Zoning Administrator as having met the standards of this condition.

- 2) The Developer is encouraged to lease at least some of the non-grocery retail space in the building designated for “personal or business services” in the Retail Action Plan to “Entertainment and Main Street Retail” businesses.
- 3) ~~The retail space shall be designed and used in a manner consistent with the~~
_____ Sector Plan, adopted in _____.
- 4) For non-grocery 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.
- 5) **Standards for Retail Spaces:** The retail spaces shall be designed and constructed to include interior and exterior improvements that are functional and attractive to prospective retailers and that animate the street frontage, including but not limited to the following:
 - a. Approximately 20.5-22.5 foot floor to floor heights along the building’s sidewalk frontages, as shown on the plans dated June 17, 2013.
 - b. Access to the service corridor/areas as shown on the architectural plans dated June 17, 2013.
 - c. Rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions. If the tenant(s) is unknown at the time of construction, the Developer may, in lieu of rough-in of utilities, include such work as part of the tenant improvement budget at the Developer’s cost.

- d. Provision to connect to venting systems and grease traps required for any food preparation or restaurant use.
- e. Sufficient transparency of the building facade to achieve adequate street exposure, as set forth in Condition #30 above. The Developer agrees to notify all tenant(s) of this requirement.
- f. Parking as set forth in Conditions #51 above.

B. Changes to Retail Spaces:

- 1) Minor adjustments in the approved retail Gross Floor Area (GFA) or to details of the retail spaces as outlined in this Condition #63 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 in the GFA for the retail space, 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 #63. All other changes to the approved retail will require a Site Plan amendment.
- 2) Any change in the use of the retail space from retail to office or other uses inconsistent with this Condition #63 shall require a Site Plan amendment.
- 3) Any change in the use of the grocery store space occupying an area of approximately 36,000 square feet, as shown on the plans dated June 17, 2013, to a non-grocery retail use shall require a Major Site Plan amendment.

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

- 64. The developer agrees to make a contribution to the Public Art Fund in the amount of \$150,000 to support County public art initiatives described in the Public Art Master Plan (adopted December 2004) and the goals of the Public Art Policy (adopted September 2000), and fulfill the objectives of the approved Public Art Concept Plan for Metropolitan Park. Such contribution shall be made to the Public Art Fund prior to issuance of the first above grade building permit. If the contribution is made more than 12 months after site plan approval, the contribution amount will be adjusted based on the Consumer Price Index.

After-hours Parking in Office Garages

- 65. Intentionally Omitted.

Affordable Housing Contribution

- 66. The developer agrees to comply with Subsection 15.6.8 of the Zoning Ordinance, “Affordable Dwelling Units for Increased Density Within General Land Use Plan.” Prior to the issuance of the first Certificate of Occupancy for the project, the developer shall have submitted to and obtained from the County Manager confirmation or approval of the

developer's finalized plan for meeting the requirements of the affordable housing ordinance, and shall have executed all necessary documents to implement the approved or confirmed plan.

Phasing Plan

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

Enclosure of Balconies

68. 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.

LEED Credits and Sustainable Design Elements

- 69.
- 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 Silver level using the LEED NC version 2009 green building rating system, or a more recent version. At least four (4) points from EA credit 1, "Optimize Energy Performance," shall be included in the certification of the project.

The developer agrees to fulfill the following before issuance of the indicated permit:

Shell & Core CO

1. For residential units, the developer agrees that all of the following types of appliances, fixtures, and/or building components initially installed 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 shall 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.

2. For residential units, the developer agrees that all the following fixtures initially installed in the project shall have earned the U.S. EPA's WaterSense label (or equivalent as approved by the County Manager or his/her designee): toilets, showerheads, and bathroom sink faucets. The developer shall 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.
 3. For the commercial lighting in common areas of multifamily residential projects, (by way of illustration and not limitation, these areas include lobbies, corridors, stairwells, common rooms, fitness rooms, etc.), the developer shall reduce the need for lighting (through daylighting where possible) and shall specify the use of energy efficient fixtures, bulbs, light sensors, motion sensors, timers, and where appropriate, interior design, e.g., paint color, that maximize energy efficiency in lighting. The lighting power density requirement outlined by the US Green Building Council's LEED for Commercial Interiors (LEED-CI) prerequisite entitled, Minimum Energy Performance shall be achieved in the lighting of common areas.
- c. **First Partial CO** - At the request of staff, the developer agrees to accommodate site visits to verify LEED progress.
- d. **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 the following permits or certificates of occupancy for construction of the project and will summarize the efforts to date of the inclusion of the sustainable elements within the project:
1. Demolition and Land Disturbance Permits
 2. Excavation/Sheeting & Shoring Permit
 3. Above-Grade Building Permit
 4. Shell and Core Certificate of Occupancy
 5. Partial Certificate of Occupancy for occupancy of the last floor of space
 6. Master Certificate of Occupancy
- e. **Partial CO of the Last Floor** - The developer agrees to provide certification by a LEED-AP within ninety (90) days after 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 certification 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 respective building and that, in the professional's opinion, the project will qualify for at least a LEED Silver Certification as outlined in the LEED NC version 2009 or a more recent version. The developer also agrees to submit all appropriate documentation to the USGBC (or their designee) for review and evaluation for LEED certification.

- f. 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, 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 \$391,171 (\$0.50 per s.f. x 782,342 s.f. of GFA) guaranteeing that, within twenty-four (24) months from the date of the issuance of the partial certificate of occupancy for tenancy of any part of the last floor of space for which a certificate of occupancy is issued, the developer will have received from the U.S. Green Building Council its LEED Silver certification. If the total number of LEED points earned during certification is less than the number of points required to achieve the agreed upon LEED certification level, the developer shall automatically forfeit a percentage of the financial security as follows:

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

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.

- g. **Energy Reporting** - 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 Site Plans with Portfolio Manager Proffers" for the project each year for a period of ten (10) years. The first report shall be due on or before January 31 of the year following issuance of the Partial Certificate of Occupancy of the last floor of space.
- h. The developer agrees that the LEED points referenced in this condition refer to the NC 2009 version of LEED. If the developer requests to use an updated version of LEED, then the County Manager may approve the request if he/she determines that any changes to the point valuations incorporated into future updates to the LEED Green Building Rating System are equal to or exceed the requirements outlined in 2009 version of LEED.

- i. The developer agrees to permit the County Manager or his designee to access the USGBC records for the project, and to provide the County Manager with such authorization as may be necessary to allow such access. Should there be a dispute between the County and the developer as to whether any sustainable element has properly been included in the development so as to qualify for the applicable number of LEED rating system points, the County and the developer will select a mutually agreeable third-party LEED-accredited individual, or other person with substantial experience in the LEED system 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.

Public Use and Access Easements

70. Intentionally Omitted

Refuse Delivery to County Disposal Facility

71. The developer agrees to deliver all refuse, as defined by the Arlington County Code, to an operating refuse disposal facility designated by the County Manager. Any facility designated by the County Manager will have competitive rates at or below other facilities in the region otherwise available to the developer. The developer agrees that if it intends to deliver its refuse from this project to a facility other than the disposal facility designated by the County Manager, then the developer will submit that decision in writing to the DES Solid Waste Bureau along with a comprehensive cost analysis justifying the developer's decision. The developer further agrees to stipulate in any future lease or property sale agreements and deeds that all tenants or property owners shall also comply with this requirement for the life of the site plan, though they shall not all be required to deliver their refuse to the same facility as long as each tenant or property owner complies with this requirement.

Towing of Impermissibly Parked Vehicles

72. The developer agrees to have, as a part of its parking management plan, provisions relating to the towing of impermissibly parked vehicles. Such provisions shall include, but not be limited to:
 - a. Requirements for signage at the developer's parking lot(s) shall be in conformance with all requirements provided in Section 14.3 of the Arlington County Code;
 - b. Disclosure by the developer and its towing contractor(s), at the developer's parking lot(s), of all fees and charges for towing; and
 - c. Evidence that the developer has a contract with the towing contractor that requires the towing contractor to clearly display all fees and charges for towing.

Speed Bumps at Garage Exit Ramps

73. The developer agrees to install speed bumps adjacent to the top of garage exit ramps at locations where ramps abut the pedestrian sidewalk, in order to slow vehicular traffic prior to vehicles crossing the sidewalk. The locations of the speed bumps shall be shown on the site engineering and building plans approved by the County Manager. The garage doors shall be setback from the sidewalk a minimum distance of six (6) inches.

Authorization for Police to Enter Residential Parking Areas

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

Public Safety Radio Communications

75. Intentionally Omitted

Historic Building Deconstruction

76. The developer agrees to develop and implement a plan, prior to the issuance of the Land Disturbance or Demolition permit, for the salvage and recycling of building elements and materials from the existing building(s) proposed to be demolished 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 contact 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. Provisions for such salvage shall be incorporated into the plan. 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 to be removed from the building and the site.

Power Door Openers

77. The developer agrees to install power door openers for the main pedestrian entrances to the residential building. In addition, at the secure interior doors, the developer agrees that call boxes, if used, shall be mounted and measured at a height that allows for hands-free remote capability. The entrances to the lobby of the residential elevators from the first level of the parking garage will have automatic door openers. These items shall be installed and functional prior to issuance of any certificate of occupancy for tenancy of the building.

Shopping Cart Management

78. The developer agrees to coordinate with management of the on-site retail uses to develop a management and retrieval program for all shopping carts used by the retail customers. The plan shall be submitted to the Zoning Office prior to issuance of the first Certificate of Occupancy for tenancy of the building. The plan shall provide details for how the shopping carts will remain on-site and shall include an implementation plan for how the shopping carts will be contained on site and how such shopping carts will be retrieved from off-site locations should they be found in a location outside of the Final Site Plan area.

Grocery Store Entrances

79. The developer agrees that as long as a grocery store tenant leases the approximately 36,798 square foot space shown on the plans dated June 17, 2013, that all exterior doorways shown on the plans dated June 17, 2013 that provide ingress and egress to the areas of the grocery store typically open to the general public shall remain fully operational during normal business operating hours.

Outdoor Café Areas

80. The developer agrees that all outdoor café seating areas shall be permitted subject to conformance with the Arlington County Guidance for Outdoor Cafés, dated August 20, 2012 and as may be amended from time to time. The developer further agrees that any outdoor café seating area provided along the building's 12th Street South public street frontage shall maintain a minimum clear zone sidewalk width of nine (9) feet.

Outdoor Display of Merchandise

81. The developer agrees that outdoor display of merchandise may be permitted by the grocery store tenant within a portion of the sidewalk along 12th Street South and South Eads Street, only if such outdoor displays of merchandise comply with all of the following limitations:
- a. Outdoor displays of merchandise are permitted only for a period of one year, and only subject to approval by the County Manager if she determines that the subject portion of the sidewalk is not needed for purposes other than outdoor display of merchandise for the grocery store. Following County Manager approval of these outdoor displays, the County Manager shall review such outdoor displays of merchandise on an annual basis or at any time after one year from the commencement of such outdoor displays along the 12th Street South and South Eads Street sidewalks. If at any time the County Manager determines that any outdoor display of merchandise is having an undue adverse impact on public pedestrian or vehicular travel along 12th Street South or South Eads Street, or on the travelling public or the neighborhood; or that the County needs its sidewalk area being used for outdoor display for any purpose; then the County Manager may revoke or suspend the permission to use such sidewalk area for outdoor display of merchandise by the grocery store tenant. The developer agrees that approval for use of the portion of the sidewalk is permission only and shall not be deemed or interpreted to grant to the developer or others any interest in real property.
 - b. The developer agrees that, prior to placement of any outdoor displays of merchandise by the grocery store tenant within the sidewalk along 12th Street South or South Eads Street, the developer shall provide evidence to the County Manager that the developer has in full force and effect a public liability and property damage insurance policy, in an amount and type deemed sufficient by the County Manager to protect the County's and the public's interest in the sidewalk, which names the County, its elected and appointed officials, officers and employees as additional insureds, from claims for personal injury or death and damages to property resulting from the temporary use of the public sidewalk

for temporary outdoor display of merchandise. The developer agrees to maintain such insurance at all times that such outdoor displays are provided by the grocery store tenant.

- c. Outdoor displays of merchandise shall be limited to those types of items typically offered for sale within the grocery store;
- d. Outdoor displays of merchandise shall not reduce the width of the 12th Street South or South Eads Street clear zone sidewalks to less than eight (8) feet;
- e. Outdoor displays of merchandise including without limitation, furniture and the merchandise placed thereon, shall be no taller than five (5) feet as measured from the finished grade of the 12th Street South or South Eads Street sidewalks;
- f. No portion of the outdoor displays shall be permanent, or affixed in any manner, to the building or the sidewalk; and
- g. Outdoor displays of merchandise shall be permitted only on the 12th Street South or South Eads Street sidewalks during operational hours of the grocery store. All displays, including without limitation, furniture and the merchandise placed thereon or on the sidewalk surface shall be removed in their entirety from the sidewalk area at or before store closing each day.

Parking Meters

82. The developer agrees that, prior to issuance of the certificate of occupancy, where parking meters are called for along the frontages adjacent to the site, the developer will install either parking meters or multi-space parking meters as required by the County Manager.

Polling Place

83. The developer agrees to provide a location within the building that may be used as a public polling place, without use limitations for polling purposes, that meets the suitability requirements of the Arlington County Electoral Board.

Canopies and Awnings

84. 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 or 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 and consistent with the locations and dimensions depicted in the attached exhibit (Attachment B) or any applicable encroachment ordinance approved by the County Board. All such canopies and awnings that are of a removable nature as depicted in Attachment B shall also, among other requirements, meet the following minimum standards: each removable canopy or awning shall (i) be suspended from the face of the building or structure; (ii) have no ground supports; (iii) extend no more than eight (8) 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 ten (10) feet in any location from the face of the building to the outer edge of the

removable 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 access point(s) to any utility vault; and, (viii) maintain a clearance of at least eight feet above the public sidewalk to the lowest part of the removable canopy or awning, provided, that if such removable canopy or awning incorporates a sign, the removable 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 Manager 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 any removable canopy or awning and shall not be liable for any loss or damage to the removable canopy and/or awning or building that may result from such removal. In such event, the County shall not be responsible for replacing such removable canopy or awning.

The developer agrees that in the event of need for routine utility work in the area of a removable canopy or awning, or need for County infrastructure repairs in the regular course of business in the area of the removable 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 removable canopy or awning within fourteen (14) days of delivery of said notice. The developer further agrees that, if the removable 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 removable canopy or awning and the developer agrees that the County shall not be liable for any loss or damage to the removable canopy and/or awning or building that may result from such removal, or for replacing such removable canopy or awning.

The developer agrees that, if the County Manager determines that any removable 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 removable canopy or awning and fully restore any affected surface areas of the removable canopy and/or awning, building or easement. The developer agrees to complete removal of any removable canopy or awning upon notice of the County Manager's determination. The developer agrees that, if the developer fails to remove the removable canopy or awning within the time specified, the County may remove the removable 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.

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.~~

