ARLINGTON COUNTY, VIRGINIA

A County Board Recessed Meeting of Arlington County, Virginia, held at the Bozman Government Center 2100 Clarendon Boulevard, Room 307 Arlington, VA 22201 thereof on June 17, 2026 at 3:00 PM

PRESENT: Matt de Ferranti, Chair
Maureen Coffey, Vice-Chair
Susan Cunningham, Member
Julius D. "JD" Spain, Sr., Member
Takis Karantonis, Member

ALSO PRESENT: Mark Schwartz, County Manager
Ryan Samuel, County Attorney
Mason Kushnir, County Board Clerk
Jonathan Davis, County Board Deputy Clerk

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I. COUNTY BOARD BUSINESS AND REPORTS

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- **Appointments**

On a motion by MATT DE FERRANTI, Chair, the County Board made the following appointments:

Arlington Partnership for Children, Youth & Families
Appoint Traloone Shorter for a term ending June 30, 2028

Ballston Business Improvement District Board of Directors
Reappoint Shannon Flanagan-Watson for a term ending June 30, 2028

Commission for the Arts
Reappoint Alyssa Tope for a term ending May 31, 2029
Designate Adam Green as Chair for a term ending June 30, 2027

Commission on Aging
Appoint Tanya Graham for a term ending June 30, 2029

Commission on the Status of Women
Designate Caroline Gary Romano as Chair for a term ending June 30, 2027

Community Criminal Justice Board
Appoint Chair of the Arlington Community Services Board James Dooley

Community Development Citizens Advisory Committee
Designate Lara Malakoff as Chair for a term ending June 30, 2027

Community Services Board
Appoint Cherie Takemoto for a term ending June 30, 2029
Reappoint Daniel Adams for a term ending June 30, 2029
Designate James Dooley as Chair for a term ending June 30, 2027

Disability Advisory Commission
Reappoint Elizabath Priaulx for a term ending June 30, 2028

Economic Development Commission
Appoint Keith Willis for a term ending June 30, 2029

Forestry and Natural Resources Commission
Reappoint Robert Benson for a term ending June 30, 2029

Fiscal Affairs Advisory Commission
Appoint Robert Mook for a term ending June 30, 2028

Health Systems Agency of Northern Virginia
Reappoint Ana Alvarez to a Provider seat for a term ending June 30, 2029

Historical Affairs and Landmark Review Board
Reappoint Alexandra Foster for a term ending June 30, 2030

Joint Facilities Advisory Commission (JFAC)
Designate John Mingus as Chair for a term ending December 31, 2026
Designate Alison Babb as Vice Chair for a term ending December 31, 2026

Langston Boulevard Alliance
Appoint Laura Londa for a term ending June 30, 2029
Appoint Casey Laxton for a term ending June 30, 2029

Park and Recreation Commission
Appoint Luis Rodriguez for a term ending June 30, 2028

Neighborhood Complete Streets Commission
Designate Catherine Lewis as Chair for a term ending June 30, 2027

Rosslyn Business Improvement District Board of Directors
Reappoint Shannon Flanagan-Watson for a term ending June 30, 2028
Reappoint James Derr for a term ending June 30, 2028
Reappoint Robert Moss for a term ending June 30, 2028

Sports Commission
Designate Elizabeth Stell as Chair for a term ending June 30, 2027

Transportation Commission
Designate Ajdin Muratovic as Chair for a term ending June 30, 2027

Technology Advisory Commission
Reappoint Prescott Burden for a term ending June 30, 2029

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

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- **Meeting Highlights**

Matt de Ferranti highlighted Resources for Federal Workers, including resume assistance, mental health support, food security, housing resources, health insurance resources and upcoming events dedicated to providing resources and assistance to recently separated federal workers.

Matt de Ferranti highlighted available Resources for Immigrants and Refugees, including information that is publicly available on linked websites where visitors can learn their rights, as well as information about the official path to citizenship.

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- **Recognitions:**

Matt de Ferranti and Susan Cunningham recognized Wendy Crawford, former Chair of the Community Services Board, for her years of service and contributions.

Matt de Ferranti, the Board, and Staff offered remarks and issued the below proclamation in remembrance of Corporeal Barry Foust.

CORPORAL BARRY JAMES FOUST, #0778

WHEREAS, Corporal Barry James Foust, #0778, of Gettysburg, Pennsylvania, was a respected law enforcement officer and one of the first to respond to the scene of the attack on the Pentagon on September 11, 2001; and

WHEREAS, Corporal Foust died in the line of duty on May 22, 2026, from 9/11-related cancer; and

WHEREAS, a native of Troy, Pennsylvania, Corporal Foust graduated from Penn State University with a degree in Criminal Justice; and

WHEREAS, in 1986, Corporal Foust joined the Arlington County Police Department, where he served and protected the community as a Patrol Officer, Crime Scene Agent, and Motor Officer; and

WHEREAS, Corporal Foust received numerous letters of commendation, awards, and accolades throughout his career recognizing his outstanding service; and

WHEREAS, Corporal Foust was admired for his dependability, work ethic, positive attitude, and his commitment to his fellow officers; and

WHEREAS, Corporal Foust will be fondly remembered and greatly missed by his wife, Karen; his daughter, Natalie, and her husband Koy; his granddaughter, Eleanor, and numerous other family members, friends, and law enforcement colleagues;

NOW THEREFORE, the County Board of Arlington, Virginia, does hereby note with great sadness the loss of Corporal Barry James Foust, a distinguished law enforcement officer in Arlington County, and calls upon the residents and employees of the County to observe this occasion by recognizing Corporal Foust's significant contributions to the Arlington County community.

Matt de Ferranti and Julius D. "JD" Spain, Sr. issued the below proclamation in recognition of Domestic Workers Day:

DOMESTIC WORKERS' DAY

WHEREAS, domestic workers, including nannies, house cleaners, caregivers, and other care workers, provide essential services that support families, households, and communities, making it possible for many people to work, study, and thrive; and

WHEREAS, domestic work has historically been undervalued and excluded from many labor protections, despite its vital role in supporting the health, dignity, and well-being of people at all stages of life; and

WHEREAS, domestic workers are predominantly women, immigrants, and people of color, and their work has long been shaped by racial, gender, and economic inequities; and

WHEREAS, on June 16, 2011, the International Labour Organization adopted Convention 189, formally recognizing domestic work as work and affirming the rights of domestic workers to fair wages, safe working conditions, and treatment with respect and dignity; and

WHEREAS, Domestic Workers' Day provides an opportunity to honor the contributions of domestic workers, amplify their voices, and renew the commitment to equity, justice, and protections for all workers; and

WHEREAS, Arlington County strives to be a community where every worker is seen, valued, and respected, and where all people have the opportunity to live and work with dignity; and

WHEREAS, by recognizing domestic workers, we affirm that domestic work is essential work that supports families, strengthens communities, and makes all other work possible;

NOW THEREFORE, the County Board of Arlington, Virginia, does hereby proclaim **June 16, 2026**, as **DOMESTIC WORKERS' DAY** in Arlington County and urges all residents, employers, organizations, and institutions to recognize the invaluable contributions of domestic workers, support their rights, and work toward a future where all work is valued and all workers are treated with dignity and respect.

Matt de Ferranti highlighted several proclamations issued in the month of June, including Juneteenth, Emergency Management Professionals' Week, and Pride Month.

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- **Board Member Reports**

Maureen Coffey shared information regarding a public input form for residents to share their feedback on the development of the County's 2027 General Assembly Legislative Package

Maureen Coffey, Susan Cunningham, and Wayne Scott shared the County Auditor's FY2027 Audit Work Plan.

On a motion by MAUREEN COFFEY, Vice-Chair, seconded by SUSAN CUNNINGHAM, Member, the County Board approved the FY27 Audit Work Plan.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

Susan Cunningham, Julius D. "JD" Spain, Sr., Ryan Samuel, and Mason Kushnir shared updates regarding the Board Structure and Performance initiative, presenting the County Attorney's legal research and findings to the public, and sharing an adjusted timeline for the External Research Partner's work.

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- **County Manager Reports**

Mark Schwartz and Greg Emanuel shared a presentation regarding the County's recent American Public Works Association Accreditation.

Mark Schwartz and Aaron Miller shared an update regarding activities and enforcement associated with Clarendon Live Entertainment.

Mark Schwartz, Milena Zilo, and Erika Moore presented the findings of the Resident Satisfaction Survey.

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- **Closed Meeting**

At 5:28 PM, on a motion by MATT DE FERRANTI, Chair, seconded by MAUREEN COFFEY, Vice-Chair, the County Board convened a closed meeting, as authorized by Virginia Code sections 2.2-3711.A.1, 7, and 8 for the following purposes:

Discussions regarding the performance of a Board appointee, and

Consultation with and legal advice from the County Attorney regarding:

1) compliance and enforcement options available to the County to address housing quality standards at affordable housing properties in Arlington;

2) the County's ability to enforce certain loitering ordinances and alternative legal options to address loitering issues in the County;

3) the County's legal authority and options to comment on and participate in review of a pending federal project that may impact the County's transportation network, emergency response, airspace, certain infrastructure, and historic preservation efforts.

4) The County's legal authority to address blighted property and public nuisance issues at a specific property in the County, including as part of a pending special exception site plan amendment;

5) the County's obligations under the Memorandum of Understanding between the Police Department and the Community Oversight Board generally and as it relates to an active criminal investigation and the Board's oversight thereof, criminal investigative records rules and confidentiality restrictions as applied to an active criminal investigation, collective bargaining implications from any changes to the Memorandum of Understanding, the legal risks to the County and Police Department and its personnel of disclosing or withholding particular categories of records during an active criminal investigation, and the County's potential civil liability as it relates to ensuring a proper administrative investigation following an active criminal investigation;

6) County's legal authority regarding its personnel and off duty events and collective bargaining agreements regarding the same; and

Consultation and legal advice from the County Attorney pertaining to one matter that may result in probable litigation and one matter in active litigation where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

Certification of Closed Session Discussions

At 7:11 PM, On a motion by MATT DE FERRANTI, Chair, seconded by MAUREEN COFFEY, Vice-Chair, by a roll call vote of 5 to 0, the voting recorded as follows:

MEMBER – VOTE
Mr. de Ferranti – Aye
Ms. Coffey – Aye
Ms. Cunningham – Aye
Mr. Spain, Sr. – Aye
Mr. Karantonis – Aye

the County Board certified that, at the just concluded closed session: (1) only public business matters lawfully exempted from open meeting requirements under Chapter 37, Title 2.2 of the Code of Virginia; and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered by the Board.

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II. REGULAR HEARING ITEMS

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37. Local Historic District Designation request for the Nelly Custis Elementary School/Melwood, Located At 750 23Rd St. S. (RPC# 36-039-015).

After a duly advertised public hearing, at which there were speakers, a motion was made by JULIUS D. "JD" SPAIN, SR., Member, seconded by MAUREEN COFFEY, Vice-Chair, to deny the proposed Local Historic District designation request for the Nelly Custis Elementary School/Melwood, located at 750 23rd St. S. (RPC# 36-039-015), as the property does not meet at least two of the 11 designation criteria as outlined in §11.3.4 of the Arlington County Zoning Ordinance (ACZO).

A substitute motion was made by SUSAN CUNNINGHAM, Member to defer consideration of the LHD to no later than the July Board meeting and direct staff to establish design guidelines and work with the developer to see if the design guidelines can be incorporated into the proposed development and return to the Board with a report on those discussion at the July Board meeting.

The motion failed for lack of a second.

The main motion was then adopted and carried by a vote of 4-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Abstain; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

A motion was then made by SUSAN CUNNINGHAM, Member, to direct the manager to review and report back to the Board by November 2026 on a workplan to address concerns raised by HALRB members around recent administrative changes to application requirements creating high burden on those pursuing historic designation, proposed AZCO updates to the HCB process that set a higher bar if a property owner objects, and a review of how planning and historic preservation work together to deliver consistent and efficient outcomes.

The motion failed for lack of a second.

A motion was then made by SUSAN CUNNINGHAM, Member, to direct the manager to report back to the Board by January 2027 on proposed workplan for updating the HRI 1) options (including funding, staffing/partners, and timeline) for adding public and institutional properties to the Historic Resources Inventory no later than June 30, 2028.

The motion failed for lack of a second.

#37 - Board Report (Final)

#37 - Item Attachment - MAP OF PROPOSED LHD NELLY CUSTIS ELEMENTARY SCHOOL

#37 - Item Attachment - NELLY CUSTIS ELEMENTARY SCHOOL LHD DESIGNATION REPORT

#37 - Item Attachment - STAFF PRESENTATION

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III. CONSENT ITEMS (Item #2)

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- **Site Plans Requests, Amendments and Reviews**

2. Arva Motel, 2201 Arlington Blvd.

A. SPLA26-00007 Site Plan Amendment to extend the term of validity for SP #469 (Arva Motel); located at 2201 Arlington Blvd., (RPC #18-059-020).

B. Ordinance to amend and reenact an ordinance to vacate a five-foot wide public sanitary sewer easement on Lands of Arlington Boulevard, LLC, Deed Book 3953 Page 803 (RPC # 18-059-020), commonly known as 2201 Arlington Blvd., Arlington, Va., with conditions.

After a duly advertised public hearing, at which there were speakers, a motion was made by MATT DE FERRANTI, Chair, seconded by SUSAN CUNNINGHAM, Member, to:

A. Adopt the ordinance (attached to the staff report) for SPLA26-00007 (SP #469) to extend the term of validity of SP #469 for an additional three (3) years (June 30, 2029), subject to all previously approved and amended conditions of the ordinance (attached to the staff report); and

B. Enact the ordinance to amend and reenact the ordinance of vacation, attached to (the staff report) as Attachment 1 (the "Amended Ordinance"), to vacate a five-foot wide easement for public sanitary sewer purposes located on Lands of Arlington Boulevard, LLC, Deed Book 3953 Page 803, commonly known as 2201 Arlington Blvd., Arlington, Va. (RPC # 18-059-020), with conditions. In addition, authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute, on behalf of the County Board, the deed of vacation and any other documents necessary to effectuate the amended ordinance attached (to the staff report) as Attachment 1, subject to approval of all documents as to form by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The approved Site Plan conditions read as follows:

Note: Where a particular County office is specified in these conditions, the specified office includes any functional successor to that office. Where the County Manager is specified in these conditions, "County Manager" includes the County Manager or his/her/their designee. As used in these conditions, the term "Developer" shall mean the owner, the applicant, and all successors and assigns.

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

1. Overall Compliance Requirements

The Developer agrees that nothing in these conditions relieves the Developer from complying with all Federal, State and/or local laws and regulations. The Developer agrees that these conditions are valid for the life of the Site Plan. The Developer also agrees that no changes to the approved post-4.1 plans (referred to in Condition #3) shall be made in the field. The Developer agrees to obtain the Zoning Administrator's review and approval of all post-4.1 plan changes, who will determine whether the changes are acceptable, need an administrative change, or require site plan amendment approval. Unless otherwise stated in the conditions below, all required submissions shall be filed through the PermitArlington (or any successor) system, or by electronic submission with the Zoning Administrator.

2. Site Plan Compliance and Expiration

A. **Compliance (Life of the Site Plan)** The Developer agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1, and the revised plans dated May 1, 2023 and reviewed and approved by the County Board as part of the Site Plan approval (as used in these conditions, the term "Site Plan" shall refer to the approved special exception SPLA22-00006 SP #469) and made a part of the public record on July 15, 2023, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the Developer and accepted by the County Board or vice versa, except as specified in the conditions below.

B. **Expiration (Footing to Grade Permit)** If a Footing to Grade Permit has not been issued for the first building to be constructed pursuant to the approved Site Plan, then this Site Plan approval expires on July ~~15~~31, 2026~~9~~ unless otherwise extended by the County Board. Extension of this approval shall be at the sole discretion of the County Board. The Developer agrees that this discretion shall include a review of this Site Plan and its conditions for their compliance with then current County policies for land use, zoning and special exception uses. Extension of the Site Plan is subject to, among other things, inclusion of amended or additional Site Plan conditions necessary to bring the plan into compliance with then current County policies and standards together with any modifications proposed by the owner and accepted by the County Board or vice versa.

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

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

A. The Developer agrees to submit Site Plan drawings and the Site Plan Specification Form called for in Administrative Regulation 4.1 within 90 days of the County Board approval, and before issuance of the Land Disturbing Activity Permit or Demolition Permit. The Developer also agrees to submit, color images of all renderings and photos of presentation boards, and PowerPoint presentations shown to the County Board, including any changes made during the County Board meeting, of the approved 4.1 plans. The submittal shall comply with the final approval of the County Board and with Administrative Regulation 4.1. No permits shall be issued for this Site Plan until the post-County Board 4.1 filings have been approved by the County Manager or his/her/their designee.

B. The Developer agrees to submit to the Planning Division, digital files by way of an electronic submission, copies of the approved Post-County Board 4.1 drawings and color images of all renderings in the following formats: JPEG, PDF, DWF, and DXF.

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

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

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

The developer agrees that improvements shown on the Civil Engineering Plan and Final Landscape Plan ("Improvements") shall be provided and operational prior to any tenant occupancy of site plan buildings, unless otherwise stated in these conditions. For purposes of this condition, one stick of townhouses is the equivalent of one building. Prior to the issuance of any Demolition or Land Disturbing Activity Permits, for site plans having more than one building, the developer may submit a phasing plan ("Phasing Plan") to the County Manager, for his review and approval, that permits phasing of construction of Improvements

reasonably associated with one or more buildings (for example streetscape along the frontages of each building and landscape surrounding each building) in separate phases ("Phases"). The developer agrees that the County Manager will require certain Improvements to be constructed in certain phases in order to support the associated buildings and provide or maintain, during construction and between phases, good design and proper functioning of infrastructure (for example water and sewer, streetlight, or stormwater management facilities). The developer further agrees that no Phase of such Phasing Plan may consist of Improvements without an associated building. The developer agrees that installation and construction of such Improvements, and satisfaction of all requirements concerning property vacations and encroachments, in each associated Phase, shall be: a) constructed consistent with the approved Phasing Plan; and b) be completed per the timing for the applicable Phase pursuant to the applicable condition. The developer agrees to obtain approval from the County Manager or his/her/their designee for any revisions to the approved Phasing Plan prior to the issuance of any subsequent permits for the project.

6. Vacations and Encroachments (Demolition and Land Disturbing Activity Permits)

A. **Approval of Ordinance (Demolition and Land Disturbing Activity Permits)** The Developer agrees to obtain approval of, and fulfill all required conditions of, all ordinances of vacation and/or ordinances of encroachment associated with and/or required to build the site plan project, or any portion thereof, as shown on the plans referenced in Condition #2, prior to the issuance of Demolition and Land Disturbing Activity Permits, with the exception of demolition or Land Disturbing Activity Permits solely for buildings and structures not owned by the County and not located on property within which the County has an interest.

B. **Obtain Ordinance (Excavation, Sheeting and Shoring Permit)** Further, the Developer agrees that, in addition to vacations and encroachments shown on the plans referenced in Condition #2, no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless the Developer has first, before any Excavation, Sheeting and Shoring Permit is issued:
a) Obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and,
b) Met all of the conditions of such ordinance(s).
For any encroachments, including but not limited to utility vaults, within a new easement area required to be conveyed pursuant to Condition #23, the Developer shall apply for and obtain approval of an ordinance of encroachment prior to the issuance of the First Certificate of Occupancy for Tenant Occupancy.

C. **Phasing of Vacation(s) and/or Encroachment(s)**. Completion of the requirements and conditions of Vacation and/or Encroachment Ordinance(s) associated with and/or required to build the site plan project may be phased pursuant to a Phasing Plan approved per Condition #5, provided that:
   i. Density from the vacated area is not required to support the density approved by the site plan;
   ii. Each pertinent phase is limited to construction of a separate structure or facility located on a discrete physical area of the site plan property for which separate building permits can be issued; and
   iii. The County Board has enacted separate Ordinance(s) of Vacation and/or Encroachment applicable solely to such approved phase; and
      a. Each such Ordinance has its own separate conditions, including any designated compensation; and
      b. The conditions of each such Ordinance can be satisfied without negatively affecting the existing utilities or public infrastructure serving the site plan property or any surrounding properties.

Any phased completion of the requirements of a Vacation and/or Encroachment Ordinance shall not affect or change the timing of completion of all conditions set forth in the Ordinance, or the timing of completion of all conditions set forth in any other Vacation and/or Encroachment Ordinance required to build the site plan project.

7. Tree Conservation and Replacement (Demolition and Land Disturbing Activity Permits)

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

1) **Tree Survey.** Complete a tree survey which meets the standards set forth below in subparagraph C, and consistent with the Chesapeake Bay Preservation Ordinance (County Code 61).

2) **Tree Protection Plan.** Submit to and obtain the County Manager's review and approval of a tree protection plan for those trees identified on the tree protection plan to be saved according to the standards set forth below in paragraph C, and consistent with the Chesapeake Bay Preservation Ordinance (County Code 61).

3) **Bond Estimate.** Upon approval of the tree protection plan, the Developer agrees to submit to and obtain the Department of Parks and Recreation's (DPR) Urban Forester review and approval of, a bond estimate for the trees to be saved based upon Arlington County's Tree Replacement Formula or an amount approved by the County Manager. The Developer agrees to protect all trees designated to be saved on the tree protection plan, and those specified to be saved by the approved Site Plan and shown on any filing in connection with this Site Plan.

4) **Bond.** Upon approval of the bond estimate by the County Urban Forester, the Developer agrees to submit to DPR a bond, in the form of cash or letter of credit in the approved amount of the estimate, and the approved tree protection plan.

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

1) **Tree Replacement.** Unless otherwise specified, any tree required to be conserved pursuant to this condition, which dies, as determined by the County's Urban Forester, prior to or within three (3) years of the issuance of the Master Certificate of Occupancy, shall be removed and replaced by the Developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement Guidelines. Failure to provide the required number of replacement trees on site shall cause default of the Tree Protection Bond. The County shall draw from the Tree Protection Bond the bonded amount for each dead or removed tree not adequately replaced. All funds drawn from the bond shall be placed in the County's Tree Canopy Fund.

2) **Final Inspection & Bond Release.** The Developer agrees to request a final inspection of all trees required to be conserved, consistent with the approved Tree Protection Plan, three (3) years after the issuance of the Master Certificate of Occupancy. The bond will be released upon satisfaction of all tree protection requirements, including conservation of protected trees.

C. Submission of Tree Replacement Plan and Calculations (Land Disturbing Activity Permit)

1) In addition to conserving 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. Such replacement shall be completed in accordance with the Arlington County Tree Replacement Guidelines. The Developer agrees to submit a Tree Replacement Plan, and Tree Replacement Calculations, as part of the Final Landscape Plan per Condition #21.

2) **Approval of Tree Replacement Plan and Calculations, and Tree Canopy Fund Donation (Final Building Permit)** The Developer agrees that, except for the area within the onsite public park easement, any replacement trees that cannot be accommodated on site shall be provided in a monetary amount to the Tree Canopy Fund prior to the issuance of the Final Building Permit. The Developer agrees to make a contribution to the County's Tree Canopy Fund of at least ~~$2,400~~4,000.00 per tree, or a greater amount specified by the County Board, for every tree that cannot be planted on site. The contribution shall be required when tree planting requirements cannot be met on the property. If the Developer fulfills the requirements through a monetary contribution, the Developer shall make the check payable to the Arlington County Treasurer, and deliver the check to the Arlington County Urban Forest Manager, accompanied with a letter outlining the tree replacement calculations and referencing the project / site plan number. The Developer shall also provide evidence of compliance with this condition to the Zoning Administrator in the form of a letter at the time of payment

D. Tree Protection and Tree Protection Plan Standards

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

2) The tree protection plan will designate any trees proposed to be saved by the Developer. This plan shall include any tree on adjacent sites whose critical root zone extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites. At a minimum, this plan shall include:

   a. Detailed specifications for any tree walls or wells proposed.

   b. A description of how and where building materials and equipment will be stored, and a description and map of construction travel routes, during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.

   c. The location of all construction trailers, which may not be located within any tree protection area.

8. Construction Trailers Located in Whole or In Part on Private Property within the Site Plan Site Area (Demolition and Land Disturbing Activity Permits)

The Developer agrees, if there are to be construction trailers located on private property either in whole or in part, to submit and obtain the approval of the Zoning Administrator of a construction trailer plan, which shall show the location of construction trailers, prior to the issuance of the Demolition and Land Disturbing Activity Permits, and prior to locating any trailers on the site, for each applicable phase of the project consistent with the provisions of Condition #5. Construction trailers may not be located above public utilities, within public easements for said utilities or within 10 feet of each actual utility when easements do not provide such minimum clearances, unless otherwise approved by the County Manager or his/her/their designee as providing sufficient protection for structural and maintenance purposes. The plan may show construction trailers located within the setback area as long as they are not located in the vision obstruction area or tree protection area. If all construction trailers for the project are shown on the Tree Protection Plan (Condition #7.A), then that Plan can be used to satisfy this condition's submittal requirements, provided it has been reviewed and approved as set forth herein. Construction trailers and field offices may be permitted above the covered walk structure, subject to review, approval, and permitting through Inspection Services Division.

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

A. The Developer agrees to produce and submit to the Zoning Administrator a photographic record of development, starting with a record of the site as it appears before demolition is begun, including photographic records during construction, and ending with a photographic record of the development as it appears after completion of construction, for placement in the Arlington County Library Community Archives. These submissions shall comply with the standards provided in subparagraph B below.

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

   1) **(Demolition and Land Disturbing Activity Permits)** Before issuance of the Demolition and Land Disturbing Activity Permits for the site – Views of north, south, east and west facades, as location permits, of buildings to be demolished, as well as at least one photo of the site before any clearing or grading including the existing physical relationship with adjacent buildings and streets. The photographic record shall also include all historic aspects of the facades of the building to be demolished, consistent with the requirements described in Condition #32 below.

   2) **(Footing to Grade Permit)** Before issuance of the Footing to Grade Permit – Photos of Site Clearance: Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.

   3) **(Shell and Core Certificate of Occupancy)** Before issuance of the Shell and Core Certificate of Occupancy– Photos of Construction Phase: At a minimum, views of the site during excavation,

upon construction of the first floor above grade, at topping out, and during the exterior cladding phase.

4) **(Master Certificate of Occupancy)** Before issuance of the Master Certificate of Occupancy – Photos of Site Completion: north, south, east and west facades of completed building or buildings, as well as at least one view of completed project in context of adjacent buildings and streets.

B. Photographic Record of Development Submittal Standards
All photographic records shall be submitted as high-resolution photographs in a digital format via an electronic submission as approved by the Zoning Administrator and must be date stamped.

10. Construction Related Measures (Demolition and Land Disturbing Activity Permits)

A. Maintenance of Traffic Plans

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

2) The Developer agrees to maintain a 5-foot minimum clear width pedestrian access along N. Pershing Drive adjacent to the site throughout construction. However, if the Developer is unable to maintain a 5-foot minimum clear width pedestrian access adjacent to the site, an alternative pedestrian access route may be approved with the Maintenance of Traffic Plan review process. The alternative pedestrian access route will be reviewed to balance: a) safety; b) use of the public sidewalk/right of way for construction activities; and c) operation of the transportation network in a safe, efficient, and accessible manner.

3) Exceptions may be made during an emergency as defined in condition #13.C, when the County Manager or his/her/their designee has determined that pedestrian access adjacent to the site should be limited for safety reasons, and/or for such limited periods as are unavoidable for utility upgrades or construction of the sidewalk along N. Pershing Drive.

4) The Developer agrees to: a) submit documentation to the Zoning Administrator that the Developer has provided each approved Construction Hauling Route Plan to the Lyon Park Citizens Association and to the Arlington County Police Department. Plans or maps shall also be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project.

B. On-Site Construction Activity Hours (Demolition and Land Disturbing Activity Permits to Throughout Construction of the Site Plan) On-site construction activity, including, by way of illustration and not limitation, delivery of materials and equipment, except for construction worker arrival to the construction site and indoor construction activity, shall commence no earlier than 7:00 a.m. and end by 9:00 p.m. on weekdays, and shall commence no earlier than 9:00 a.m. and end by 9:00 p.m. on weekends and holidays. Indoor construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day. The Developer may submit to the Zoning Administrator, through the 4.1 administrative change process, a request to permit on-site construction activity during hours other than those identified above. The Zoning Administrator may approve such request only if the Developer can show that the on-site construction activity requires certain utility work and/or street closures outside the hours stated above. "Holidays" are defined as New Year's Day, Martin Luther King Day, Presidents'

Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. The Developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of on-site construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of on-site construction to all subcontractors, and to require its subcontractors to observe such hours.

C. Maintenance of Street Surfaces. The Developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the Developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The Developer agrees to ensure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the Developer, the Developer's contractors, or private utility companies for work associated with this Site Plan. The Developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. The term "significant portion of a road" is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet in length or 100 square feet in size. This condition is in addition to any other conditions in this Site Plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction. All temporary street patching shall be performed per Arlington County Construction Standards and Specifications

D. Temporary Lighting Plan. During construction, the Developer agrees to provide adequate temporary lighting for roadway users, including pedestrian and vehicular traffic, along all frontages of the site, including the interiors of covered pedestrian walkways. Lighting levels shall conform to minimum luminance levels approved by the County, based on the Arlington County Lighting Specifications. The Developer agrees to submit and obtain approval of, a temporary lighting plan prior to issuance of the Demolition and Land Disturbing Activity Permits. Lighting shall be turned on between dusk and dawn 7 days a week. Any high-intensity overhead lighting, such as lighting placed on construction cranes, shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. The approved temporary lighting plan shall be implemented prior to issuance of the Excavation Sheeting and Shoring Permit and prior to the shut-down or removal of any existing lighting and operated from implementation until lighting fixtures as approved in Condition #19 are in place and operational around the perimeter of the site.

E. Off-Street Parking for Construction Workers (Demolition and Land Disturbing Activity Permits). The Developer agrees to develop and submit to the Zoning Administrator a plan for off-street parking for construction workers prior to the issuance of the Demolition and Land Disturbing Activity Permits. The Developer agrees to obtain the review and approval by the Zoning Administrator of such plan prior to the issuance of the Excavation, Sheeting and Shoring Permit. The Developer agrees that the plan shall provide for off-street parking and shall be provided for all construction workers, including sub-contractors, without charge to the workers. In lieu of providing parking, the Developer may provide a subsidy for the construction workers in order that they may use Metro or another form of public transportation, provide a van for van pooling, or use another established method of transportation to provide for construction workers to arrive at the site. The Developer agrees to implement the approved plan throughout all phases of construction on the project. If the plan is found to be either not implemented or violated during the course of construction, a notice to correct the violation will be issued to the Developer. If the violation is not corrected within ten (10) days, appropriate enforcement actions will be taken in accordance with Article 17 of the Zoning Ordinance. The Developer agrees that the plan shall include the following:

1) The location of the parking to be provided at various stages of construction.

2) The number of parking spaces that will be provided at various stages of construction.

3) The number of construction workers that will be assigned to the work site at various stages of construction.

4) Mechanisms which will be used to encourage the use of Metro or other public transportation, carpooling, vanpooling, and other similar efforts.

5) The location on the construction site at which information will be posted regarding Metro schedules and routes, bus schedules and routes, and carpooling and vanpooling information.

6) The contact person responsible for communicating parking and transportation options to workers.

11. Residential Relocation (Demolition and Land Disturbing Activity Permits)
Intentionally Omitted

12. Retail Relocation (Demolition and Land Disturbing Activity Permits)
Intentionally Omitted

13. Community Outreach During Construction (Demolition and Land Disturbing Activity Permits)
The Developer agrees to comply with the requirements of this condition prior to the issuance of the Demolition and Land Disturbing Activity Permits, and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.

A. Community Liaison. The Developer agrees to identify a person(s) who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site or readily accessible throughout the hours of construction, including weekends. The name, e-mail address and telephone number of the individual(s) shall be provided in writing to residents, property managers and business owners whose property abuts the site (including the Lyon Park Civic Association), and to the Zoning Administrator, and shall be posted at the entrance of the project.

B. Community Meeting. Before commencing any clearing or grading of the site, the Developer agrees to hold a community meeting with those whose property abuts the project to review the Construction Hauling Route Plan, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, temporary lighting plan, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative shall be notified in advance of the meeting date once the community meeting dates/times are established. The Developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting.

C. Temporary Closures of Any Traffic Lanes (Demolition and Land Disturbing Activity Permits – 7 days in advance of street closures) The Developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, e-mail) at least seven calendar days in advance of any street closure, except in the case of an emergency, of more than one hour duration on any street. "Emergency" street closures may include, but not be limited to, those relating to rupture or potential rupture of a water or gas main, unsecured building façade, or similar unforeseeable public danger. "Emergency" street closures shall not include closures for setting up or dismantling of a crane, exterior building construction, materials deliveries, utilities work, or similar situations.

D. Throughout construction of the project, the Developer agrees to advise abutting property owners in writing (or, by mutual agreement, email) of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.

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

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

1) That the site and any buildings located within it are secured and kept in a well-maintained condition after County Board approval of the site plan and throughout construction, consistent with the requirements outlined below in this condition. This shall include, but not be limited to,

maintaining landscaping, keeping the grass mowed, removing litter and debris from the site, and properly disposing of recyclable materials.

2) Maintain access on the site for fire emergency vehicles including access to existing fire hydrants and fire department connections.

3) In the event that construction activity on the site or portions of the site ceases for a period of ten (10) consecutive months, then the Developer shall prepare, and receive the approval of the County Manager, of an interim condition plan for site improvements only in the event that such improvements are intended to include more than permitted landscaping, fencing, and publicly accessible pathways, and that such interim condition plan will be implemented within twelve (12) months of the dates that construction activities on the site or portions of the site have ceased or not yet begun.

4) At the end of each work day during construction of the project, any streets used for hauling construction materials and entrance to the construction site shall be free of mud, dirt, trash, allaying dust, and debris, and all streets and sidewalks adjacent to the construction site shall be free of trash and debris.

B. Storage of Construction Materials (Throughout Construction of the Site Plan)
The Developer agrees that storage of construction materials, equipment and vehicles shall occur only on the site, unless otherwise approved by the County Board at an off-site location.

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

A. Develop, submit, and obtain review and approval by the County Manager or his/her/their designee of a plan for the salvage and re-use or recycling of building elements and materials from the existing building(s) proposed to be demolished, prior to the issuance of the Land Disturbance or Demolition Permits.

B. Implement such plan throughout the respective phases of construction.

C. Contact by written notice and permit the staff of the Historic Preservation Program to inspect the property and the existing building(s) to identify those historic building elements and materials to be salvaged and/or re-used. Provisions for such salvage and/or re-use shall be incorporated into the plan.

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

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

E. Historic Marker (**Prior to Issuance of First Certificate of Occupancy**)
Prior to issuance of the first Certificate of Occupancy permit for Tenant Occupancy, the developer agrees to work with the County's Historic Preservation Program (HPP) staff and to obtain approval from the Historical Affairs and Landmark Review Board (HALRB) on all the content (text and images), size, materials, design, and location of a historic marker or interpretive signage, at a cost not to exceed $25,000, with final content, design, and siting shown on the approved final landscape plan per Condition #21. The historic marker or signage shall be installed in a publicly accessible location on-site or, if approved by the Virginia Department of Transportation, within the adjacent right-of-way, and

have content focusing on some aspect of the history of the Arva Motel, such as its historical and architectural significance.

16. Green Building Fund Contribution (Demolition and Land Disturbing Activity Permits)
Intentionally Omitted

17. Public Art (Demolition and Land Disturbing Activity Permits)
The Developer agrees to either commission public art or provide a public art fund contribution as set forth below.

A. Commissioning Public Art (Demolition and Land Disturbing Activity Permits)
Commission Professional Artist. The Developer agrees to follow the *Public Art Program Guidelines for Site Plan/Developer Projects* for commissioning art on-site. The Developer agrees to commission a professional artist to create public art for a minimum cost of $75,000, inclusive of artist fees, artist travel/expenses, fabrication, transportation, and installation, but exclusive of art consultant fees, fees for coordinating with artist or with other design professionals on the project (architect, landscape architect, engineer, etc.), and other in-house costs or fees. If the commission is made more than 12 months after Site Plan approval, the minimum cost will be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U) from the date of initial County Board approval of the Site Plan to the first day of the month on which the contribution is made. The public art shall support the themes and priorities discussed in the Public Art Master Plan (adopted November 2021) and the goals of the Public Art Policy (adopted September 2000). The developer retains ownership of the work of art and is responsible for its maintenance in perpetuity. The developer agrees that the artwork cannot be relocated or removed without approval by the County Manager. Should the owner desire to permanently remove the artwork from the site, the removal must go through a formal de-accessioning process, per the *Public Art Program Guidelines,* as may be amended from time to time. Should an artwork be permanently removed from the site, it should be replaced by (a) a new artwork of equivalent or greater cost increased by the same percentage as the percentage change in the CPI-U since issuance of the Partial Certificate of occupancy for any part of the top floor of the building, and, approved through the standard approval process for site plan negotiated on site public art projects, or; (b) a contribution to the Public Art Fund of $75,000 or the original required contribution amount in Condition #17.B., increased by the same percentage as the percentage change in the CPI-U since issuance of the Partial Certificate of occupancy for any part of the top floor of the building.

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

1) **Artist Approval (Demolition and Land Disturbing Activity Permits)** The Developer agrees to obtain approval of its choice of artist from the Arlington Commission for the Arts/Public Art Committee (ACA/PAC) prior to issuance of the Demolition and Land Disturbing Activity Permits.

2) **Art Proposal Approval (Excavation, Sheeting and Shoring)** The Developer agrees to obtain approval of the art proposal from the ACA/PAC prior to issuance of the Excavation, Sheeting and Shoring Permit.

3) **Re-submit Art Proposal if necessary (Footing to Grade)** The Developer agrees to resubmit to the County Manager or his/her/their designee if necessary, the art proposal, which shall reflect any revisions made in response to recommendations made by ACA/PAC, prior to issuance of the Footing to Grade Permit.

4) **Installation (Partial Certificate of Occupancy for top floor of building)** The Developer agrees that installation of the public art shall be completed prior to the issuance of the Partial Certificate of Occupancy that permits occupancy of any part of the top floor of the building.

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

B. Public Art Fund Contribution (Final Building Permit)
If the Developer chooses to make a contribution of $ 75,000 to the Public Art Fund to fund County-initiated public art projects in the Courthouse or Clarendon Metro in lieu of commissioning public art through the process set forth above, then the Developer agrees to notify the County Manager in writing, and make the total financial contribution, prior to issuance of the Final Building Permit. If the contribution is made more than 12 months after Site Plan approval, the contribution amount shall be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U), from the date of the initial County Board approval of the Site Plan to the first day of the month on which the contribution is made.

18. LEED Credits and Sustainable Design Elements (Demolition and Land Disturbing Activity Permits)
The Developer agrees to obtain LEED credits and implement sustainable design elements as described and required below:

A. [deleted]
B. [deleted]

C. For Development with Additional Density for LEED Design and Construction and Energy Star Post-Occupancy Building Certification

1) **LEED Certification.**

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

As part of the LEED Gold certification, the Developer agrees to:

- At least 20% Energy Performance Improvement Savings from LEED EA credit, "Optimize Energy Performance/Annual Energy"

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

(1) **(Shell and Core Certificate of Occupancy) Baseline Prerequisites.** In addition to the LEED Gold certification the Developer agrees to the following Baseline Prerequisites as specified in Appendix 1 for the 2020 Green Building Incentive Policy (or equivalent as approved by the County Manager), and as summarized below in (a) – (~~h~~ i). The Developer agrees to submit to the County Manager or his/her/their designee documentation sufficient to confirm the Baseline Prerequisites have been included in the project prior to issuance of the Shell and Core Certificate of Occupancy.

(a) **Refrigerant Leakage.** Commissioning of any on-site refrigerant charging to reduce refrigerant leakage

(b) **Equity, Diversity, and Inclusion Program.** At least one firm represented on the development team shall have as part of its management operations, a racial and ethnic diversity, equity, and inclusion program.

(c) **Air Sealing of Central Ventilation Supply.** Air sealing of all central vertical and horizontal supply ductwork with aerosolized duct sealant

(d) **Air Sealing of Central Exhaust.** Testing and performance of central ventilation exhaust as required by Energy Star Multifamily High-Rise certification

(e) **Human Interaction with Nature (Biophilia).** Submit a narrative describing how the development incorporates human interaction with nature (biophilia).

(f) **Bird-Friendly Materials.** Except as otherwise shown on the revised 4.1 plans dated 05/01/23 (as reviewed and approved by the County Board as part of the Site Plan approval), for the exterior wall envelope associated openings between 8 feet and 36 feet above grade, the use of bird friendly materials with a maximum threat factor of 30 in accordance with the American Bird Conservancy Collision Deterrence Material Threat Factor Reference Standard. Alternatively, the exterior wall envelope between 8 feet and 36 feet above grade, and any associated openings, shall on a weighted average be constructed to achieve a maximum total building Bird Collision Threat Rating (BCTR) of 15 or less according to the methodology of LEED credit Bird Collision Deterrence. Materials other than bird friendly materials shall not exceed an aggregate of 10 square feet within any 10 feet by 10 feet square area of exterior wall between 8 and 36 feet above grade.

(g) **Renewable Energy.**

a. On-site solar energy generation (or other forms of renewable energy as approved by the County Manager) equal to at least 2.0 watts per square foot of roof area (including mechanical equipment area); or

b. **Renewable Energy Alternative Compliance Path.** Developments without sufficient solar exposure for on-site renewable energy or without acceptable off-site renewable energy as required and defined in Appendix 1 of the 2020 Green Building Incentive Policy, shall contribute to the County's Green Building Fund in the amount of $4/square foot of roof area (including mechanical equipment) prior to the issuance of the Shell and Core Certificate of Occupancy. The payment shall be made out to Treasurer, Arlington County, and delivered to the Department of Environmental Services, Office of Sustainability and Environmental Management (OSEM). Compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment.

(h) **Light Pollution Reduction.** At least 90% of exterior fixtures, excluding streetlights as required by the County, shall meet Dark Sky-approved criteria according to the 2020 Green Building Incentive Policy. Exterior emergency lighting and lighting required by code for health and safety purposes shall be exempted from the following requirements:

a. Motion sensor controls, integrative photovoltaic cells, photosensors or astronomic time-clock operation.
b. Fully shielded luminaires emitting no light above 90 degrees without sag or drop lenses, without side light panels, and without up-light panels.
c. Luminaires employing warm-toned (3000K and lower) white light, amber, or filtered LED light sources.

(i) **Electric Vehicles.** Electric vehicle charging stations for at least 4% of all parking spaces and electric vehicle ready infrastructure for at least 15% of all parking spaces.

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

(a) **ENERGY STAR appliances.** All of the following types of appliances, fixtures, and/or building components initially installed in the residential/hotel units in the project shall have earned the U.S. EPA's ENERGY STAR label (or equivalent as approved by the County Manager): clothes washers, clothes dryers, dishwashers, refrigerators, and ceiling fans. At least 90% of the light fixtures in residential/hotel units will be LED or ENERGY STAR labeled. The Developer agrees to submit to the County Manager or his/her/their documentation sufficient to confirm that such

components are ENERGY STAR qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.

(b) **WaterSense fixtures.** All the following fixtures initially installed in the residential/hotel units in the project shall have earned the U.S. EPA's WaterSense label (or equivalent as approved by the County Manager): toilets, showerheads, and bathroom sink faucets. The Developer agrees to submit to the County Manager or his/her/their designee documentation sufficient to confirm that such components are WaterSense qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.

2) [deleted]

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

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

4) **Site Visits (First Partial Certificate of Occupancy for Tenant Occupancy**) The Developer agrees to permit and cooperate with site visits as requested by the County Manager to verify that all LEED components as agreed to as part of this Condition #18 have been included in the project.

5) **LEED-AP Verification (Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide a verification letter from the Development Team's LEED-AP prior to issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued. The verification shall state that all the prerequisites and the minimum number of LEED credits, as set forth above in the reporting mechanisms, have been incorporated into the building for which the Certificate of Occupancy permit has been issued, and that, in the professional's opinion, the project will qualify for at least a LEED Gold Certification as outlined in LEED version 4 or a more recent version.

6) **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** 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 $ 517,220 [($40 per s.f.) x (25,861 s.f. of LEED bonus density) x 50%] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued guaranteeing that, within twenty-four (24) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the U.S. Green Building Council its LEED Gold certification. If the total number of LEED points earned by that date through certification is less than the number of points required to achieve the agreed upon LEED certification level, or if the Developer misses any "Baseline Prerequisites" or "Extra List" requirements listed above, the Developer shall automatically forfeit a percentage of the financial security as follows:

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

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

2. ENERGY STAR Building Certification

a. In addition to LEED Gold certification for new construction, the Developer agrees to meet the requirements and achieve the US Environmental Protection Agency's (USEPA) ENERGY STAR certification for the building(s) with an ENERGY STAR score of at least 75. The certification will be based on 12 months of actual energy utility data and the Developer agrees to complete all data tracking, documentation, and verification required to earn the ENERGY STAR certification.

b. The Developer agrees to permit and cooperate with site visits by the County Manager to verify progress, and will upon request, provide documentation to substantiate the certification. The Developer also agrees to submit all appropriate documentation to the US EPA (or their designee) for review and evaluation for ENERGY STAR certification in sufficient time to achieve ENERGY STAR certification within forty-eight (48) months after issuance of the Partial Certificate of Occupancy for any space on the last floor for which a Certificate of Occupancy is issued.

c. **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** 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 $517,220 [($40 per s.f.) x (25,861 s.f. of additional density)x 50%] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, guaranteeing that, within forty-eight (48) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the US EPA its ENERGY STAR certification with a score of at least 75. If the ENERGY STAR score of 75 is not earned within 48 months of the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer agrees that it shall automatically forfeit one hundred percent (100%) of the financial security.

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

4. The Developer agrees that the LEED points referenced in this condition for new green building design and construction refer to the LEED version 4 or 4.1 rating system. If the Developer requests to use an updated version of LEED, then any changes to the point valuations incorporated into future updates to the LEED Green Building Rating System must equal or exceed the requirements outlined in LEED version 4 or 4.1.

5. The Developer agrees to permit the County Manager or his/her/their 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 and/or achieve ENERGY STAR certification, the County and the Developer will select a mutually agreeable third-party LEED-accredited individual, or other person with substantial experience in the LEED and/or ENERGY

STAR system as approved by the County Manager, and accept the determination of that individual as to whether the Developer has qualified for those points and/or certification. If the third-party person determines that the sustainable element has properly been included, the County will issue the permit. Such a determination shall in no way relieve the Developer of the obligation to achieve the level of certification called for in this condition.

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

19. Civil Engineering Plan (Land Disturbing Activity Permits)

A. **Submission and Approval (Land Disturbing Activity Permits)**

1) **Submission (Land Disturbing Activity Permits)** The Developer agrees to submit a complete set, as determined by the Department of Environmental Services, of a Civil Engineering Plan for each applicable phase of the project consistent with the approved Phasing Plan for the development, pursuant to Condition #5 above, based on the Minimum Acceptance Criteria and Guidelines dated December 17, 2020 or subsequent amended acceptance criteria document, prior to the issuance of the Land Disturbing Activity Permit for that phase.

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

a. **Finding of no substantial risk to County.** A minimum of one complete County staff review of the Civil Engineering Plan has been completed that results in a finding by the County Manager or his/her/their designee that the limits and method of Excavation, Sheeting and Shoring proposed on the plan will not interfere with, limit, damage, or pose a substantial risk of damage, to existing and proposed public infrastructure and adjacent public or private property

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

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

1) Structure Free Zone

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

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

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

iii. Notwithstanding the foregoing provisions, there shall be a minimum of fifteen (15) feet in depth, as measured from the approved finished sidewalk elevation, at specific street intersections adjacent to the site, within the triangular zone formed by the Point of Intersection and fifteen (15) feet beyond the Points of Tangent and Points of Curvature of the two intersecting street curbs, as listed below.

(1) N. Pershing Drive
(2) N. Wayne Street

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

2) Water Mains and Services

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

i. None

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

3) Sanitary Sewer

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

i. The Developer agrees to abandon and terminate existing 8" sanitary sewer located to the south of the site, as shown on the civil engineering plan approved by the County Manager.

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

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

4) Storm Sewer

a. Public storm sewer improvements and public storm water management facilities as listed below.

i. The Developer agrees to construct approximately 200 linear feet of 12" HDPE and associated manholes along the proposed "Shared Drive" on the southern site frontage, connecting to the existing storm sewer network on N. Wayne Street.
ii. The Developer agrees to construct approximately 125 linear feet of 12" HDPE and associated manholes and/or storm sewer inlets along the eastern site frontage connecting to the existing storm sewer network on Arlington Boulevard.

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

5) Electric Service and Appurtenances

a. All new electric transformers and all associated appurtenances shall be installed in underground utility vaults.

6) Undergrounding of Aerial Utilities

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

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

7) Underground Utility Vaults

a. The location of all underground utility vaults, ventilation grates, and associated appurtenances, which shall meet the following standards:

i. Installation of all underground utility vaults shall be in conformance with County design and construction standards and specifications, and all applicable construction standards and specifications of the owner of the utilities. Underground utility vaults for electric transformers and all associated appurtenances shall meet both Dominion Virginia Power and County design and construction standards and specifications.

ii. Underground private utility vaults may not be placed, in whole or in part, within the County right-of-way or public easement unless the Developer obtains County Board approval of an encroachment ordinance or other County approval, as appropriate, permitting use of the County right-of-way or public easement for such purpose. Upon enactment of an ordinance or approval, the Developer agrees to comply with all the conditions of such ordinance and any other conditions prescribed in the site plan addressing vacations and encroachments, including, but not limited to, recordation of any deeds, plats, or ordinances, the payment of compensation, and required fees.

iii. The location and placement of underground utility vaults shall not conflict with the physical operation or placement of other existing or proposed public or private utility facilities.

iv. Underground utility vaults shall have a minimum horizontal clearance of five (5) feet to conduits, manholes, public water mains and public sanitary sewers, unless a lesser clearance is specifically approved by the County Manager.

v. Ventilation grates for underground utility vaults, or for garage air intake and exhaust vents, shall not be located within public sidewalks, streets, or within any portion of the County right-of-way or public easement area for sidewalks or public streets, or within any areas that provide pedestrian access to any buildings, street, and public or private open spaces.

8) Pavement, Curb and Gutter

a. Pavement, curb and gutter, parking spaces, and parking space sensors, along all site frontages, as listed below, and as shown on the approved Civil Engineering Plan. Additionally, the Developer will be responsible for the cost of installation of new sensors if existing sensors are damaged or paved over during construction.

i. North Pershing Drive – street cross section of approximately 71 feet, including bicycle facility infrastructure (5 foot bicycle lane and 3 foot striped buffer), as shown on the civil engineering plan approved by the County Manager.

ii. North Wayne Street – street cross section of approximately 36 feet, as shown on the civil engineering plan approved by the County Manager.

iii. Proposed Trail Extension on the Arlington Boulevard frontage, formerly "Wainwright Road," as shown on the civil engineering plan approved by the County Manager. (See Condition #55).

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

9) Streetscape

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

North Pershing Drive:
- *Minimum streetscape width measured from the back of curb: 12 ft.*
- *Minimum clear sidewalk width: 6 ft.*
- *Tree pits/planting strip dimensions: 6 ft. and distance from back of curb: n/a*

North Wayne Street:
- *Minimum streetscape width measured from the back of curb: 12 ft.*
- *Minimum clear sidewalk width: 6 ft.*
- *Tree pits/planting strip dimensions: 6 ft. and distance from back of curb: n/a*

b. Public sidewalks designed in conformance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended and as required to be shown on the Final Landscape Plan per Condition #21.B.8.

c. The clear sidewalk along all street frontages of the site shall be in compliance with applicable streetscape guidelines or standards, and shall be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted in conformance with the Master Transportation Plan and/or other applicable plans.

d. Street trees shall be spaced 28-32 feet apart on center, or as approved by the County Manager. The location and planting details for street trees shall be in compliance with the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees on Site Plan Projects, Administrative Regulation 4.3: Tree Planting on Public Land; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board.

e. Individual or multi-space parking meters per the County Manager's determination shall be located where parking meters are called for along the site frontages, based on County plans and policies and the operation of the street.

10) Visitor Bicycle Parking

Provide visitor bicycle parking spaces in the following amounts:

a. Residential uses: one (1) visitor space for every 50 residential units, or portion thereof.

b. Retail uses: two (2) visitor spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; and one (1) additional visitor space for every 12,500 square feet, or portion thereof, of additional retail floor area.

Visitor bicycle parking shall conform to Class II or Class III Arlington County bicycle parking standards in effect on the date of site plan approval, or as approved in the Civil Engineering Plan as substantially equal to, that shown in the standards. Such facilities shall be installed at exterior locations that are highly visible to, and within 50 feet of, the primary building entrances, unless there are physical obstructions that cannot be changed or moved to accommodate the bicycle parking within the 50 foot distance, in which case they shall be sited as close to the 50 foot distance as physically possible. Such facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress.

11) Street Lighting

a. Arlington County standard street lights along all frontages of the site in accordance with the then current Arlington County Lighting Specifications and VDOT Traffic Engineering design manuals, as applicable. This shall include installation of a street lighting system including, but not limited to, poles, meters, service cabinets, conduit, junction boxes and power connection appurtenances along all frontages of the site, in locations as determined at the time of review of the Civil Engineering Plan.

b. Removal of all mastarm mounted streetlights (typically cobrahead lights mounted at 25' to 35' above grade) from all street frontages of the site. If the County decides that such streetlights are required to provide adequate lighting for street safety purposes at intersections or when the lights are part of a traffic signal mastarm system, they shall be called out on the Civil Engineering Plan.

12) Traffic Signal Equipment

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

i. None.

13) Communication Conduit

a. Four (4), 2-inch communication conduits (HDPE or equivalent County standard for communication conduits) and related equipment along all site frontages, and two (2), 2-inch conduits from a County handhole into the communications room, all for the sole and exclusive use by Arlington County, unless the County Manager or his/her/their designee determines that less conduit is required for the purpose of providing necessary public safety and communication network access and connectivity.

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

1) (Shell and Core Certificate of Occupancy) The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, prior to the issuance of the Shell and Core Certificate of Occupancy for each respective phase of construction:

a. Undergrounding of aerial utilities, including removal of all permanent and temporary poles, lines, and other devices.

b. Public water main and appurtenances, including fire hydrants and fire department connections.

c. Public sanitary sewer main and appurtenances.

d. Public storm sewer improvements.

e. Communication conduit.

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

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

a. Public street pavement, sidewalk, curb and gutter improvements.

b. Fire Apparatus Access Roads (Fire Lanes).

c. Street lighting elements including but not limited to: poles, meters, service cabinets and power connection appurtenances, and all conduit and junction boxes necessary for the lighting system, or, at the County's option, full payment to the County to cover the cost for such improvements and relocation.

d. Traffic signal improvements and the relocation of existing traffic signal equipment or, as determined by the County Manager, pay in full to the County, the cost to cover such improvements and relocation.

e. Parking meters, or, as determined by the County Manager, pay in full to the County, the cost to cover such parking meters.

f. Transit facilities.

g. Visitor bicycle facilities.

h. Stormwater management facilities, (SWMF) with accepted certification letter(s) and construction inspection checklist(s) for each SWMF on the approved plan, such letters and inspection checklists to be certified by a licensed professional (licensed in Virginia), except those provided pursuant to Condition #19.C.3) below.

i. All other elements shown in the approved Civil Engineering Plan.

j. Proposed Arlington Boulevard Trail Extension (see Condition #55)

k. Parking space sensors and space delineations, as applicable, or, as determined by the County Manager, pay in full to the County, the cost to cover such parking space sensors and space delineations.

The Developer agrees to remove and replace, in accordance with the Arlington County Department of Environmental Services Construction Standards and Specifications Manual, any existing curb, gutter and sidewalk along the street frontages of this site plan which is in poor condition or damaged by the Developer, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy.

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #19.C.2) above, requiring construction or installation of public improvements, if the Zoning Administrator determines that: 1) the Developer is diligently pursuing the work; 2) timing of improvements as approved above will unnecessarily impede progress of the project; ~~3) the installation of the public improvements during extreme weather conditions will not meet County Standards and Specifications~~; and 4) the Developer has provided reasonable assurances that the work will be completed in accordance with the Site Plan's approved design.
Or, alternatively, for work in a right-of-way controlled by the Virginia Department of Transportation (VDOT) and requiring VDOT approval, the Zoning Administrator may, through the 4.1 administrative change process, also allow reasonable modifications to the timing of Condition #19.C.2) above, requiring construction or installation of public improvements, if the Zoning Administrator determines that: 1) such construction or installation has been delayed as a result of delays, through no fault of the Developer, in obtaining the proper permissions from VDOT for the proposed work in VDOT right of way; and 2) the Developer is diligently pursuing such permissions or is diligently pursuing the work upon receipt of such permissions.

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

a. Vegetated stormwater management facilities <u>(SWMF)</u> on private amenity levels, defined as any private spaces elevated above grade on podiums, terraces, or roof levels and not accessible from the exterior of the building <u>with accepted certification letter(s) and construction inspection checklist(s) for each SWMF on the approved plan, such letters and inspection checklists to be certified by a licensed professional (licensed in Virginia).</u>

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

D. **As-Built Civil Engineering Plan (Master Certificate of Occupancy)** The Developer agrees to submit to, and obtain approval from, the County Manager or his/her/their designee of an as-built Civil Engineering Plan for each phase of the site plan pursuant to Condition #5, certified by a professional engineer or surveyor registered in the state of Virginia, prior to issuance of the Master Certificate of Occupancy. The Developer agrees that the as-built Civil Engineering Plan shall show all sanitary sewers, storm sewers and storm water management facilities, water mains, street lights, traffic signalization, curb and gutter, sidewalks, street paving, pavement markings, and all appurtenant facilities related to these items. The as-built Civil Engineering Plan shall include a separate schematic drawing showing all storm sewer structures; all sanitary sewer structures; and water meters, valves, blow-offs, and hydrants. Each of these items shall be labeled with horizontal coordinates and with vertical rim elevations and inverts of incoming and outgoing pipes.

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

20. Utility Company Notification (Land Disturbing Activity Permit)
In order to coordinate timing of utility work during construction of the project, the Developer agrees to notify all utility companies and County agencies that provide dry utility services in Arlington County of the limits of development and general timing of construction prior to issuance of the Land Disturbing Activity Permit. By way of illustration and not limitation, these utility services include electric, telephone, cable

television, telecommunications, and gas. Utility companies consist of those providing existing utility services within the limits of development and others that regularly provide these services in Arlington County. The Developer also agrees to offer utility companies site access, as well as site coordination for their work within the public rights-of-way or easements that permit utilities, whether existing or that will be dedicated by the development, so that utility companies may install their utilities at the time the Developer will be disturbing or paving in the areas described above. The Developer further agrees to submit to the Zoning Administrator copies of communication from the Developer to the utility companies providing such notifications.

21. Final Landscape Plan (Land Disturbing Activity/ Footing to Grade)

A. **Submission (Land Disturbing Activity)**

1) Except as may be provided for in Condition #54, the Developer agrees to submit a detailed Final Landscape Plan prior to issuance of the Land Disturbing Activity Permit. The plan shall conform to the approved 4.1 site plan drawings per Condition #2, and, where applicable, the following administrative guidelines. In the event there are conflicts between administrative standards and the approved drawings per Condition #2, the approved 4.1 site plan drawings shall rule.
   a. The landscaping requirements contained herein;
   b. The landscaping, planting, and sidewalk and driveway construction specifications and standards;
   c. Arlington County Landscape Standards, including the Standards for Planting and Preservation of Trees on Site Plan Projects;
   d. All applicable streetscape guidelines or standards or urban design standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.

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

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

   b. Exterior building security measures for office developments only, if applicable.

   c. The locations of all trees, showing that there are no conflicts between trees and existing or proposed utilities.

   d. The location and depth of all existing and proposed utility meters, underground utility vaults and boxes, utility lines, transformers, and at-grade mechanical equipment.

   e. The location of all existing, proposed and relocated traffic signal poles, traffic signal cabinets, and any other traffic-related items and equipment located on or in the public sidewalk contiguous to the site.

   f. The location of all existing and proposed fire hydrants and standpipes, storm sewers and storm water management facilities, and sanitary sewers and appurtenances.

   g. The location of all on-street parking spaces, bus stops, bicycle rack locations, bike share stations, and other facilities as identified during the review of the plans.

   h. The location and dimensions of all ventilation, intake, or other grates, including those for garages and transformer vaults, and screening for ventilation grates, which shall meet the requirements of the conditions contained herein.

   i. The location of all street light fixtures, poles, meters, service cabinets and power connection appurtenances along the frontages of the site.

   j. The location, dimensions, materials, and pavement pattern for driveways and access drives, automobile drop-off areas, curb ramps, driveway aprons, service drives, crosswalks, parking

areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet.

k. The final streetscape design, including sidewalks, street trees, tree pits, bicycle racks, and sidewalk pattern/design and final selection of materials and colors to be used.

l. The limits of clear pedestrian zones of all public sidewalks and pedestrian access.

m. Landscaping for open space areas, plaza areas, courtyards, private rooftop amenity spaces, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including, but not limited to, dimensions, size, style(s), materials(s), finish(s), and manufacturer(s) of seating, bollards, trash receptacles, lighting, arbors, trellises, water features, and other landscape elements or structures.

n. The location, design and details of the retail visitor/customer bicycle spaces, pursuant to Condition #19 above.

o. The location of public art, pursuant to Condition #17 above.

p. The location of public use and access easement areas, including final landscape design and installations in these areas.

q. Location of green or "living" walls on the façade, if any, including details of planting location, irrigation and other manufacturer details.

3) **Approval of Plan (Footing to Grade Permit).** The Developer agrees to obtain approval of the Final Landscape Plan by the County Manager, prior to issuance of the Footing to Grade Permit. The Developer further agrees that the approved Final Landscape Plan shall conform to the Civil Engineering Plan, and the sequence of construction, and shall be consistent with the conceptual Final Landscape Plan approved by the County Board as a part of the Site Plan approval, all site plan approval requirements, and all County codes, standards and specifications, and policies.

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

1) The plans shall be drawn to on sheets 24 inches by 36 inches in size.

2) The plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia.

3) The Tree Replacement Plan, and associated Tree Replacement Calculations, shall be in accordance with the Arlington County Tree Replacement Guidelines and Chesapeake Bay Ordinance requirements. The tree replacement calculations shall be developed by a certified arborist or a landscape architect certified to practice in the Commonwealth of Virginia. Any replacement trees shall conform to the standards and specifications set forth in subparagraph 11 below.

4) All existing and proposed traffic signal poles and traffic signal cabinets, and any other traffic-related items, on and around the perimeter of the site shall not obstruct pedestrian travel and shall not be located in the clear sidewalk, including, but not limited to, access areas to ADA ramps, crosswalks, building entrances, and interior walkways.

5) Transformers shall not be placed above grade between the building and the street.

6) The Developer agrees that the location of all ventilation, intake or other grates shall not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The Developer agrees that ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way.

7) All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager or his/her/their designee for conformity with adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the Final Landscape Plan.

8) The final sidewalk pattern/design and final selection of materials and colors shall comply with the requirements outlined below. To the extent that the County's requirements and policies for sidewalk pattern/design and materials/colors change, subsequent to this Site Plan approval, the County Manager or his/her/their designee shall review, at the time of construction, for approval, the final treatment for compliance with the then current standards.

   a. The clear sidewalk along all street frontages of the site shall be in compliance with the 4.1 site plan drawings per Condition #2 and all applicable streetscape design guidelines or standards, and shall:

      (1) Continue across all driveway aprons for loading and garage entrances along all frontages of the Site Plan, and not contain any barriers that would impede the flow of pedestrian traffic.

      (2) Be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted only as specifically permitted in conformance with the Master Transportation Plan and/or other applicable plans.

      (3) Be designed and installed in compliance with Department of Environmental Services Construction Standards and Specifications.

      (4) Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval by the County Manager, and under the provisions of all applicable streetscape guidelines or standards.

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

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

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

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

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

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

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

    a. Major deciduous trees (shade or canopy trees) other than street trees–a minimum caliper of 2-2 ½ inches.

    b. Evergreen trees–a minimum height of 7 to 8 feet.

    c. Ornamental deciduous trees–a minimum caliper of 2 to 2 ½ inches for single stem trees. Multi-stem trees shall not be less than 8 feet in height.

    d. Shrubs–a minimum spread of 18 to 24 inches.

    e. Groundcover–in 2 inch pots.

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

Except as may be provided for in Condition #54, the Developer agrees to implement the approved sidewalk, landscaping and street tree improvements of the Final Landscape Plan as follows:

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

    a. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of installation of all improvements based on the planting season, availability of plant materials, weather, or other construction-related issues, which may not permit installation of hardscape features, plant materials and/or street trees by the required timing.

    b. The following standards for Installation apply:

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

        (2) All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.

        (3) Exposed earth not to be sodded or seeded shall be well mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.

        (4) Continuous soil panels shall be used instead of individual street tree pits. Soil and drainage material depth shall be as specified in appropriate Arlington County tree planting standard details, and as approved by the County Manager or his/her/their designee on the landscape plan. Soil volume, depth, and drainage requirements also apply to trees in raised planters.

        (5) Finished grades shall not exceed a slope of three to one, unless otherwise shown on the approved plans.

(6) The Developer agrees to install approved lighting before the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, exclusive of the garage, for the applicable Phase of the project pursuant to the approved Phasing Plan required in Condition #5 above.

2) **Installation of Private Amenity and Roof-Level Landscaping (Final Certificate of Occupancy for Tenant Occupancy).** The Developer agrees that all landscaping improvements on private amenity levels, defined as any private spaces elevated above grade on podiums, terraces, or roof levels and not accessible from the exterior of the building, shall be constructed and/or installed prior to the issuance of the Final Partial Certificate of Occupancy for Tenant Occupancy, for the respective Phase of construction (as "Phase" is determined pursuant to the approved Phasing Plan required in Condition #5 above).

3) **Installation of Arlington Boulevard Trail Extension Landscaping (First Certificate of Occupancy for Tenant Occupancy).** The Developer agrees that all improvements located within the Arlington Boulevard Trail Extension and the plaza at the corner of Arlington Boulevard and North Pershing Drive, as shown on the Civil Engineering Plan, shall be constructed and/or installed prior to the issuance of the First Certificate of Occupancy for Tenant Occupancy for the respective Phase of construction (as "Phase" is determined pursuant to the approved Phasing Plan required in Condition #5 above).

a. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of installation of all improvements based on the planting season, availability of plant materials, weather, or other construction-related issues, which may not permit installation of hardscape features, plant materials and/or street trees by the required timing. Or, alternatively, for work in a right-of-way controlled by the Virginia Department of Transportation (VDOT) and requiring VDOT approval, the Zoning Administrator may, through the 4.1 administrative change process, also allow reasonable modifications to the timing of Condition #19.C.2) above, requiring construction or installation of public improvements, if the Zoning Administrator determines that: 1) such construction or installation has been delayed as a result of delays, through no fault of the Developer, in obtaining the proper permissions from VDOT for the proposed work in VDOT right of way; and 2) the Developer is diligently pursuing such permissions or is diligently pursuing the work upon receipt of such permissions.

b. The following standards for Installation apply:

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

(2) All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.

(3) Exposed earth not to be sodded or seeded shall be well mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.

(4) Continuous soil panels shall be used instead of individual street tree pits. Soil and drainage material depth shall be as specified in appropriate Arlington County tree planting standard details, and as approved by the County Manager or his/her/their designee on the landscape plan. Soil volume, depth, and drainage requirements also apply to trees in raised planters.

(5) Finished grades shall not exceed a slope of three to one, unless otherwise shown on the approved plans.

(6) The Developer agrees to install approved lighting, for the applicable Phase of the project pursuant to the approved Phasing Plan required in Condition #5 above.

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

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

D. **Administrative Changes.** The County Manager or his/her/their designee may consider minor revisions to landscape plans as long as such changes are consistent with the intent of the Site Plan approval. The Developer agrees that any change to the approved landscape plan requires approval of a revised landscape plan by the County Manager. The Final Landscape Plan shall govern construction and/or installations of elements and features shown thereon, except as amendments may be specifically approved by the County Manager. If proposed changes impact the Civil Engineering Plan, then a revision to the Civil Engineering Plan must also be reviewed and approved. The developer agrees that they may submit the landscaping plan for the area identified as "Public Open Space Easement" on Sheet C03.10 of the 4.1 Plans dated April 14, 2023, and entitled "Dedication Easement Exhibit" and approved by the County Board on July 15, 2023, as described in Conditions #53 and #54, for review and approval as an administrative change to the Final Landscape Plan of this site plan, if a timing extension is granted per Condition 21.C.3.a .

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

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

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

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

B. **Easement Interests**. Where public improvements or public uses, including, but not limited to, sidewalks, street trees or other streetscape plantings, water mains, storm sewers, sanitary sewers, and other public utilities and facilities (collectively, "Public Improvements") are not located, or to be located, in the public street or public right-of-way, the Developer agrees to convey to the County by deed(s) of easement, all real estate interests for such Public Improvements. The Developer further agrees that all

liens and encumbrances shall be subordinated to the easement rights of the County conveyed by such deed(s) of easement.

C. **General Requirements**. Unless otherwise specifically provided elsewhere in these Site Plan conditions, the Developer agrees for each Phase of the project, pursuant to the approved Phasing Plan required in Condition #5 above, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan for the construction of any public street, public infrastructure, public utility, public facility or public improvements, or required by these Site Plan conditions, to:

1) **Submission for Review (Footing to Grade Permit)** Submit for review by the County Manager or his/her/their designee all required plats, Property Documentation, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, prior to the issuance of the Footing to Grade Permit for such phase; and

2) **Approval and Recordation (First Partial Certificate of Occupancy)** Obtain approval of required Property Documentation, deeds and plats, and record such plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, among the land records of the Circuit Court of Arlington County prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the building(s) or any portion thereof for such phase.

D. As long as the Developer is diligently pursuing construction of the Site Plan, or an approved Phase of the Site Plan, if the Site Plan is being phased, once the Developer records any easements required by this Condition #23, the Developer may continue construction of Site Plan improvements located within such easement area without a right-of-way permit provided that the Developer meets the requirements set forth in Condition #19.C.

24. Secure Bicycle Parking, Shower and Locker Facilities (Footing to Grade Permit)
The Developer agrees to provide, as a part of the project and at no charge to the user, secure bicycle parking, shower and locker facilities for each building as described below:

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

1) The Developer agrees to obtain approval by the County Manager or his/her/their designee of the secure bicycle parking, shower and locker facilities for each building that comply with the standards below as part of the applicable architectural floor plans, prior to issuance of the Footing to Grade Permit for that building. If no secure bicycle facilities for a building are located below grade, then approval shall be obtained prior to the issuance of the Final Building Permit for that building.

2) The Developer agrees that all Class I (secure) bicycle parking shall meet Arlington County Bicycle Parking Standards, ~~2016~~ 2020 Update, or subsequent revision in effect on the date of site plan approval or be approved as equal to that shown in the Standards.

3) The Developer agrees to provide the following Class I bicycle parking spaces:

a. [deleted]

b. Residential uses: One (1) resident bicycle parking space for every 2.5 residential units, or portion thereof.

c. Retail uses: One (1) employee bicycle parking space for every 25,000 square feet, or portion thereof.

B. Installation of Secure Bicycle Parking, Shower and Locker Facilities (First Partial Certificate of Occupancy for Tenant Occupancy)
The Developer agrees that prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for each respective building or phase of construction per Condition #5, all secure bicycle parking, shower and locker facilities in approved permit drawings per Condition #24.A.1) above for that building or phase of construction, shall be fully installed and operational.

25. Façade Treatment of Buildings (Footing to Grade)

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

B. **Submission of Façade Elevation Drawings and Material Samples (Footing to Grade)**
The Developer agrees to submit for review by the County Manager or his/her/their designee prior to the issuance of the Footing to Grade Permit, architectural line drawing elevations drawn to scale, which label the materials and colors for each elevation of the building, including living green walls and interior façade elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), and which identify any proposed change from the drawings identified in Condition #2, along with a written summary and explanation of the proposed changes. The Developer further agrees to submit, as part of the submission, a high-resolution photograph of a material sample board documenting proposed façade materials as shown on the elevations and any other supplemental information necessary to support material description.

C. **Approval of Facade Elevation Drawings and Material Samples (Final Building Permit)**
The Developer agrees to obtain the approval of the County Manager or his/her/their designee of the façade elevation drawings and material samples submitted per this Condition #25, as being consistent with the intent of the County Board's approval of the Site Plan, including any changes approved administratively or through site plan amendment, prior to the issuance of the Final Building Permit.

D. **Inspection and Approval of Built Façade (Shell and Core Certificate of Occupancy)**
The Developer agrees to obtain approval of the County Manager or his/her/their designee of the built building façades as being consistent with the approved façade elevations and materials prior to the issuance of the Shell and Core Certificate of Occupancy.

E. **Ground Floor and Retail Storefront Facades.**

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

   a. **Creative design of storefront facades.** Storefront facades may vary in color, texture, material, size, scale, and signs. Both the shell building and retail business storefronts shall be designed to maximize transparency into each store consistent with paragraph F.2 below.
   b. **Special architectural treatment.** Building materials are predominantly comprised of the following: natural stone (marble, limestone, granite, terrazzo), masonry (brick, arriscraft, stone, CMU), ceramic and quarry tile, precast concrete, metal panels, glass and glazing, and wood. Other materials of similar high quality such as green or vegetated walls or screens may be used with approval of the County Manager. The developer further agrees to reuse, to the extent practicable, and to replace in kind when necessary, the stone base on the east facade of the motel lobby that is to be demolished, as shown on Sheets A-019 and A-020 of the plans dated 05/01/23.

   For the purposes of this subparagraph E.1), Minor adjustments shall include only the following: (i) adjustment in the location of the access points and window or door placements for retail along the street frontage on the ground floor; and (ii) changes to the materials, provided that the proposed materials are in keeping with the general intent of the approved Site Plan design; and (iii)

adjustments required due to adjustments of the elements of the retail space as described in Condition #38 below. All other changes to the approved retail will require a Site Plan amendment.

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

3) **Temporary Retail Facades Permitted**. In order to accommodate diverse and tenant-centric storefront design, and pursuant to Façade Plan approval per this Condition #25, the developer may install temporary retail façade treatments along all or a portion of the retail façade as a temporary wood frame exterior wall sheathed with artistic renditions of storefronts, artistic designs, or other retail window expression printed on canvas or like materials, until such time as a retail tenant is granted a building permit to install a permanent façade or within one (1) year of the issuance of the final Certificate of Occupancy for Tenant Occupancy for the primary use of the building, whichever comes first. All such temporary retail façade treatments shall comply with Article 13 of the Zoning Ordinance. Permanent storefront designs shall be approved as an amendment to the Façade Plan per Condition #25.E.1).

F. **Standards for Façade Treatment of Buildings:**

1) **Mechanical Equipment.** The Developer agrees that all mechanical equipment, regardless of location, shall be screened so that the mechanical equipment is not visible from the public right-of-way. The screening shall have an opaque or opaque-like treatment. Screening for the penthouse mechanical equipment shall consist of a solid wall treatment. Any mechanical equipment, including equipment located on the ground or at roof top, and screening for the penthouse mechanical equipment, shall be shown on all elevation drawings. The Developer agrees to obtain the County Manager's review and approval of the details of the screening treatment, including height, material and color, as meeting this standard, as part of the approval for the façade elevations and façade materials.

2) **Window Transparency.** The Developer agrees that all retail and retail-equivalent (as defined in the Arlington Retail Plan adopted July 2015, or as may be further amended) storefronts along public rights-of-way are required to have an overall minimum transparency of 65% of the ground floor between 2-10 feet above grade. The purpose of this condition is to allow pedestrians to view the activity within the retail establishment and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. "Transparency" shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment where human activity normally occurs and does not include views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like.

3) **Architectural Illumination.** The Developer agrees that the illumination, up-lighting, or the like, of any architecture, including buildings, structures, sites and facades, shall not be permitted unless specifically called out on the Site Plan and approved by the County Board. Minor adjustments to architectural illumination shown on the façade elevations that were not specifically shown on the Site Plan approved by the County Board may be approved by the Zoning Administrator through the administrative change process subject to the standards of this subparagraph F.3). The Zoning Administrator may approve minor adjustments to architectural lighting located on building base or podium facades provided such changes do not result in excessive up-lighting, wall washing, hot spots, glare, obtrusive light, light pollution, light trespass, or visual nuisance, and are designed in a coordinated fashion to accentuate key architectural elements of the building. Any architectural illumination that includes lighting of roof lines of buildings at heights greater than 75 feet as defined in Section 13.2.3.D ("Architectural lighting and embellishments and lighting of rooflines") of the Arlington County Zoning Ordinance, shall require a Site Plan Amendment.

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

A. **Submission (Footing to Grade Permit)** The Developer agrees to submit a PDF copy of a plat, drawn at the scale of 1 inch = 25 feet and 24 inches x 36 inches in size, of the excavated area showing spot elevations which confirm that the construction drawings are consistent with the average site

elevation, and with the building's ground floor elevation(s) at the building's lowest level(s), as approved by the County Board and as indicated in the plans referenced in Conditions #2 and #3 above.

B. **Spot Elevations at 50% (Footing to Grade Permit)** The Developer agrees to provide the Zoning Administrator spot elevations which shall, at a minimum, consist of two corners and spot elevations from 50% of the total area to be excavated, prior to the issuance of the Footing to Grade Permit. If the excavated area will be greater than 20,000 square feet, the Zoning Administrator or her designee may agree to reduce the area for which elevations must be provided before issuance of a Footing to Grade Permit.

C. **Elevations Confirming Remainder of Excavation (Final Building Permit)** The Developer agrees to submit to the Zoning Administrator additional elevations confirming the elevations of the remainder of the excavation prior to the issuance of the Final Building Permit.

27. Public Improvements Bond (Footing to Grade Permit)

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

B. Bond (Final Building Permit) Upon approval of the performance bond estimate by DES, the Developer agrees to submit to DES a performance bond, in the approved amount of the estimate, and an agreement for the construction or installation of all facilities (to include street trees and all landscape materials) within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities; which bond shall be executed by the Developer in favor of the County before the issuance of the Final Building Permit.

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

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

The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees to provide and use interior space for the collection, storage, compaction, and removal of trash. The space shall not be outside the interior loading space and shall not conflict with the use of a loading berth. The Developer agrees to provide and use appropriate interior facilities for the recycling of reusable materials as defined by the County. Interior spaces for trash collection shall be consistent with the loading space dimensions provided for in Condition #29.

29. Interior Loading Spaces (Footing to Grade Permit)

The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements:

A. Minimum 12-foot clear width, including entrances, and minimum 14-foot clear height, however, any loading dock to be used for trash removal shall have a minimum interior height clearance of 15 feet.

B. At least one loading space shall have a minimum 40-foot clear length.

C. The loading area shall be kept clear at all times except for the temporary loading/unloading of vehicles.

D. All loading docks shall contain closable doors.

E. Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week.
F. The loading dock door shall be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

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

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

A. The Developer agrees that all plaza areas used for vehicular access and all surface parking areas shall be constructed to support the live load of any fire apparatus, and agrees to construct these elements in accordance with the approved drawings.
B. Architecturally designed bollards or curbs shall be used on pedestrian plazas to separate the areas intended for emergency vehicle use from areas intended for pedestrian use.
C. No above-grade structure shall be allowed to obstruct fire lanes.

31. Parking (FootingGrade Permit)

A. Site Plan Requirements

1) Site Plan Parking Requirements

a. The Developer agrees that, unless specifically identified in this condition, parking shall be provided consistent with Section 14.3 of the Zoning Ordinance. The Developer agrees to submit to, and obtain review and approval from the Zoning Administrator, of drawings showing all parking spaces and drive aisles comply with the requirements of 14.3 of the Zoning Ordinance prior to the issuance of the Footing to Grade Permit.

b. The Developer agrees that the required minimum number of parking spaces for the project, "Required Spaces", equals the sum of the project/building's uses times the parking ratio for each use type. The approved parking ratios, by use type, are presented below.

Use Type	**Approved Parking Ratio**
Residential -	0.80 spaces per unit (to include residents, residential visitors, accessible spaces & residential building employees)
Commercial/Retail -	1 space per 580 square feet of GFA (to include retail customers, retail employees and accessible spaces)

c. The Developer agrees that the number of compact spaces counted toward the total number of "Required Spaces", ~~exclusive of those spaces required for retail~~, shall not exceed 15% of the total number of "Required Spaces". ~~"Required Spaces" for retail and guest or visitor parking shall not be compact.~~ Spaces provided in excess of the "Required Spaces" total may be either standard or compact spaces.
d. The Developer may use spaces not designated as retail or visitor for carshare, which shall count toward the required parking ratio for the applicable use.
e. The Developer agrees that the "Required Spaces" shall not be converted to storage or other non-parking use without approval of a Site Plan amendment. Parking spaces constructed in excess of the "Required Spaces" may be converted from automobile parking to parking for other modes of transportation (i.e., motorcycles, scooters, bicycles, etc.) at the discretion

of the Developer.

f. The Developer agrees that no fewer than one (1) accessible parking space shall be provided for each "Type A" accessible dwelling unit being provided consistent with the requirements of Condition #41, if applicable.

g. The Zoning Administrator may approve a parking count of 98% or more of the required number of spaces, if causes beyond the control of the Developer makes compliance impractical.

B. Operation and Management-Related Requirements

1) Residential Parking

a. The Developer agrees that for projects that include rental residential units, the rental agreement shall not require rental of a parking space and the cost of parking shall be shown in such agreement separately from the cost of renting the residential unit.

b. For both rental and condominium buildings, the Developer agrees that the use of the residential parking spaces shall be limited to parking use by the residents of the building and their guests.

c. The Developer agrees to inform all potential tenants and/or purchasers of the County's Residential Permit Parking policy.

2) Intentionally Omitted.

3) Intentionally Omitted

4) External Signs

a. The Developer agrees to install "P" parking sign(s) per County standards on the outside of the building in those cases where parking is available for retail or the general public. The "P" sign(s) shall be visible from every vehicular approach as appropriate except where building design obstructs their visibility.

b. In cases where parking is available to the public, the Developer agrees to install rate and hour signs on the interior entrance wall of the garage, visible from the street.

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

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

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

32. Documentation of Historical Artifacts, Features and Buildings (Footing to Grade Permit)

A. The Developer agrees to submit documentation to Arlington County Historic Preservation Program, Neighborhood Services Division (HPP), regarding any historical artifact or historical natural feature uncovered during construction on the site prior to the issuance of the Footing to Grade Permit for the building, or each building in a multi-building project. This documentation shall include written notation describing the artifact or natural feature, color photographs, and mapping of the location and/or depth of the site excavation at which the item was found.

B. In the event an historical artifact or natural feature is found on the site, and is to be disturbed or removed from the site during construction, the Developer agrees to contact the HPP before removing or

disturbing the artifact or natural feature. Arlington County shall be given the opportunity to accept donation of the artifact or natural feature before the item is offered to any other organization or individual.

C. Should the project be assessed as a possible archaeological site, the Developer agrees to pursue, at a minimum, a level one and two archaeological study. The Developer agrees to submit to the HPP all written results of the level one and two archaeological study and all artifacts found on the site.

33. Underground Utility Fund Contribution (Final Building Permit)

The Developer agrees to contribute to the County underground utility fund in the amount specified by this site plan condition, in addition to funding and constructing the utility undergrounding work required by this Site Plan approval, prior to the issuance of the Final Building Permit. The total utility fund contribution for this site is $170,355.00 ~~154,656.38~~ ($71,563 ~~$65,050~~ x 2.3775 acres). [The Underground Utility Fund Contribution of $50,000 per acre (2011 dollars) has been adjusted by the change in the Consumer Price Index All Urban Consumers (CPI-U) from 2011 Annual Average to 2025~~2022~~ Annual Average, reflecting a 43.13%~~30.10%~~ increase. The rate shall be fixed from County Board approval until the payment is made by the Developer prior to issuance of the Final Building Permit.] The Developer may request and obtain approval from the County Manager or his/her/their designee (DES) to prorate the total utility fund contribution for this site consistent with the approved Phasing Plan for the development pursuant to Condition #5 above. These funds may, but need not, be used by the County for the purpose of providing for undergrounding of utilities along the properties which are not redeveloping in this undergrounding district. If the area of the Site Plan is subdivided, the contribution to be made by each owner shall be based proportionally on the amount of site area allocated to each subdivided parcel. The contribution, if not obligated by the County to pay for utility undergrounding projects within 10 years from the date of payment, will be refunded upon receipt of written request without any accrued interest to the development owners of record at the time of any refund.

34. Wall Check Survey

A. **Submission of Wall Check Survey.** The Developer agrees to submit a wall check survey to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #2 and #3 above.

B. **Walls/Elevations of Slab at Grade (Prior to pouring the second-floor slab or at completion of the slab on grade)** The Developer further agrees to submit to the Zoning Administrator and obtain the Zoning Administrator's approval as meeting the requirements of this approval, of a wall check survey showing the location of the walls, and the elevation of the slab, at grade, prior to pouring the second floor slab, or at completion of the slab on grade. This shall not prevent the developer, at its own risk, from completing construction of the concrete podium prior to approval of the wall check survey. The completion of the podium may include installation of support columns from the at-grade slab to the bottom side of the second floor slab, as well as installation of the second floor cast in place framed slab. The developer agrees that all such work shall conform to current codes and building permit requirements. No additional above-grade construction, beyond construction of this podium with support columns, shall be permitted prior to approval of the wall check survey. The developer acknowledges that this additional work above the at grade slab will be at its own risk should the wall check survey not be approved as submitted, and that should any changes to the podium or columns, or other construction be needed based upon review of the wall check plat, the developer shall be fully responsible for completing such changes before any further permits are issued.

35. Use of Penthouse (Final Building Permit)

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

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

The Developer agrees to submit to the Operations Division of the Arlington County Police Department the approved post-4.1 drawings, which shall be reviewed by the Crime Prevention Through Environmental Design (CPTED) practitioner in the Police Department of CPTED design elements prior to the issuance of the

Final Building Permit. The CPTED practitioner will review the post-4.1 drawings and provide comments on such plans for the purpose of ensuring that its design elements do not create a substantial risk of criminal activity at the location of the site plan.

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

a. a donor antenna in a location and design that is acceptable to the County.
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 or his/her/their designee for 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 he/she/they 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 or his/her/their designee'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/they 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 or his/her/their designee may waive coverage requirements in secure areas as well as in cases where State and County requirements overlap.

38. Ground Floor Elements (Final Building Permit)
The Developer agrees to meet the requirements of this condition prior to the issuance of the Final Building Permit. For the purposes of this condition, the term "retail" will be used to mean both retail and retail equivalent uses as defined in the Arlington County Retail Plan (2015), or as may be further amended.

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

1) The Developer agrees to market a minimum of 2,900 square feet of retail space located on the first floor of the building to uses consistent with uses permitted for Gold Streets as defined in the ACRP or other applicable planning policy documents subsequently adopted by the County Board, and any other uses which the Zoning Administrator may determine are of the same general character (as same general character is described in Section 15.1.7 of the Zoning Ordinance), provided that they are consistent with the standards in this Condition #38.

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 #38 and obtain approval of such material or letter from the Director of Arlington Economic Development as having met the standards of this condition.

2) [deleted]

3) **Standards for Ground Floor Spaces:** Ground floor spaces shall be designed and constructed to meet the Retail and Urban Design Guidelines for "Gold" streets as set forth in the ACRP, as may be further amended. Exceptions are set forth as follows:

None

B. Changes to Ground Floor Spaces:

1) The Developer agrees that minor adjustments in the approved retail Gross Floor Area (GFA), or to details of the ground floor commercial spaces as outlined in this Condition #38, shall be submitted to and may be approved by the Zoning Administrator if she finds that such changes are minor, as defined below, and are consistent with the original Site Plan approval. For the purposes of the preceding sentence, minor adjustments shall include only the following: (i) a minor adjustment in the location of the retail along the street frontage on the ground floor; or (ii) no more than a five (5) percent change in the total amount of retail GFA, provided the total amount of GFA for the project does not increase; or (iii) a minor adjustment in the elements of the retail space as described in this Condition #38. All other changes to the approved retail will require a Site n amendment.

2) The Developer agrees that all ground floor spaces shown as retail on the Site Plan Drawings per Condition #2 may be utilized for retail uses and for retail equivalent uses in accordance with the recommendations of the 2015 Arlington County Retail Plan (ACRP), as may be further amended, and consistent with the permissions of the Arlington County Zoning Ordinance. Any change in the use of the retail space from uses permitted in Gold Streets to office or other uses inconsistent with the ACRP, as may be further amended, shall require a Site Plan amendment.

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

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

40. Transportation Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy or as specified below)

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

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

Unless otherwise specified, all dollar denominated rates shall be adjusted for inflation by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator from the date of first approval of this condition.

A. Participation and Funding

1) Establish and maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of the property owner.

2) Designate and keep current a member of building management as Property Transportation Coordinator (PTC) to be primary point of contact with the County and undertake the responsibility

for coordinating and completing all Transportation Management Plan (TMP) obligations. If applicable, designate and keep current a regional manager, or equivalent, as a secondary point of contact. The PTC shall be trained, to the satisfaction of ACCS, to provide, transit, bike, walk, rideshare and other information provided by Arlington County intended to assist with transportation to and from the site.

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

B. Facilities and Improvements

1) Provide in the lobby or lobbies, a transportation information display(s), the number/content/design/location of which will be approved by ACCS prior to the issuance of the Final Building Permit. The developer agrees that the required transportation information displays shall meet the Arlington County Neighborhood Transportation Information Display Standards in effect on the date of the site plan approval, or equivalent as approved by the County Manager.

2) [deleted]

3) Provide, within the TMP a Bicycle Facilities Management Plan to support the infrastructure provided through Conditions #19 and #24. This plan shall include a description of how the facilities will be managed and operated, including:

   a. Hours of operation and availability to users. Secure bicycle storage, showers, and lockers for office/hotel/retail uses shall be available to employees during all hours in which employees may access the building. Bicycle commuters shall be permitted to use the lockers for storage 24 hours per day, 7 days per week, to facilitate bicycle commuting.
   b. Management of registration and access of persons and bicycles to use the facilities.
   c. Management of locker assignments, and re-assignments, to bicycle commuters.
   d. Methods to notify building occupants of the amenities, and the frequency of the notifications.
   e. Policy for abandoned bicycles.

5) Bus stops, shelters, and bikeshare stations on the sidewalk within 50 feet of the property within the site plan or on the periphery of the site plan, shall be maintained free of snow, ice, trash, and debris. A minimum six (6) foot wide path, clear of snow and ice, to the main entrance of building(s) shall be maintained for these bus stops and bikeshare stations.

C. Carpool and Vanpool Parking. *Intentionally omitted.*

D. Promotions, Services, and Policies

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

a. $65.00 Metro fare on a SmarTrip card or successor fare medium
b. A one year bikeshare membership
c. A one year carshare membership

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

The County Manager or his/her/their designee may approve additions to, or substitution of one or more of these choices with a comparable transportation program incentive, as technology and service options change, if he/she finds that an incentive shall be designed to provide the individual with an option other than driving alone in a personal vehicle, either by removing a barrier to program entry, such as a membership cost, or by providing a similar level of subsidized access to a public or shared transportation system, program or service.

3) Provide, administer, or cause the provision of a sustainable commute benefit program for each on-site property management, maintenance, and hotel employee, whether employed part-time or full-time, directly employed or contracted. This commute benefit program shall offer, at a minimum, a monthly pre-tax transit and vanpool benefit, as defined by the IRS, or a monthly subsidized/direct transit and vanpool benefit, as defined by the IRS.
4) Provide, under a "transportation information" heading on the Developer and property manager's websites regarding this development:

a. Links to the most appropriate Arlington County Commuter Services and/or external transportation-related web page(s). Obtain confirmation of most appropriate link from ACCS.
b. A description of key transportation benefits and services provided at the building, pursuant to the TMP.

E. **Performance and Monitoring**

1) During the first year of start-up of the TMP and on an annual basis thereafter, the Developer shall submit an annual report, which may be of an online, or e-mail variety, to the County Manager, describing completely and correctly, the TDM-related activities of the site and changes in commercial tenants during each year.

2) The Developer agrees to reimburse the County the full cost up to a maximum of $16,000 ($8,000 per land use type for multi-use buildings and $10,000 total for a single-use building) for, and participate in, a transportation and parking performance monitoring study at two years, five years, and each subsequent five years (at the County's option), after issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, for the life of the site plan. The County may conduct the study or ask the owner to conduct the study (in the latter case, no reimbursement payment shall be required). As part of the study, a report shall be produced as specified below by the County. The study may include:

a. building occupancy rates,
b. average vehicle occupancy,
c. average garage occupancy for various day of the week and times of day,
d. parking availability by time of day,
e. average duration of stay for short term parkers on various days of the week and times of day,
f. pedestrian traffic,
g. a seven-day count of site-generated vehicle traffic,
h. a voluntary mode-split survey,
i. Hourly, monthly, and special event parking rates.

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

41. Affordable Housing

A. **Affordable Housing Contribution For Development with Base Density for Affordable Housing (AI Section 15.5.8 (C) (Shell and Core Certificate of Occupancy)**

1) Prior to the issuance of the Shell and Core Certificate of Occupancy, the Developer must provide written notification to the County Manager or his/her/their designee, of how the requirements subsection 15.5.8 (C) of the Arlington County Zoning Ordinance (ACZO) will be fulfilled (either through a monetary contribution or provision of on-site or off-site residential units).

2) If the Developer elects to fulfills the requirements of ACZO 15.5.8 (C) through a monetary contribution, then the Developer shall, prior to issuance of the Shell and Core Certificate of Occupancy, deliver a check or provide another form of payment acceptable to the County Manager or his/her/their designee, to the Arlington County CPHD Housing Division, made payable to the Arlington County Treasurer for the requisite amount of the monetary contribution provided under ACZO 15.5.8(C)(4).

3) If the Developer elects to fulfills requirements of ACZO 15.5.8 (C) through the provision of either on-site or off-site committed affordable housing (CAF) units, the Developer shall, prior to the issuance of the Shell and Core Certificate of Occupancy, execute all necessary documents, as determined by the County Attorney for meeting the requirements of providing on-site or off-site CAF Units, including a CAF Agreement ("Implementation Documents"), and deliver the Implementation Documents to the County Manager and County Attorney for approval and execution.

B. **For Development with Additional Density for Up-GLUP (First Partial Certificate of Occupancy for Tenant Occupancy) (ACZO 15.5.8.H.)[**When there are on-site rental CAF units]

1) Documentation of Proposed CAF Units (Final Building Permit)

The Developer agrees to submit documentation evidencing that the proposed CAF Units meet the requirements of the "CAF Units" (paragraph a) and "Accessible Units" (paragraph e) below for review and approval by the County Manager or his/her/their designee.

2) **Execution of Implementation Documents (First Partial Certificate of Occupancy for Tenant Occupancy)**

The Developer agrees to execute all Implementation Documents, as determined by the County Attorney, necessary to evidence agreement to all of the terms and conditions for the CAF Units, including, but not limited to, the conditions, as set forth below, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the project:

a. CAF Units: The Developer agrees to provide seven (7) units, consisting of two (2) one-bedroom plus den units, two (2) two-bedroom (loft) units, one (1) two-bedroom plus den units, and two (2) three-bedroom units in approximately 8,487 gross square feet or rentable square feet as CAF Units. Each bedroom in the CAF Units shall contain at least one window to the exterior of the building. Each of the one-bedroom CAF Units shall meet the **Virginia Statewide Building Code and the Virginia Maintenance Code** minimum standard for occupancy by at least two (2) persons, with the bedroom size being adequate for a minimum of two (2) person occupancy. Each of the three (3) two-bedroom CAF Units shall meet the **Virginia Statewide Building Code and the Virginia Maintenance Code** minimum standard for occupancy by at least four (4) persons, with each bedroom size being adequate for a minimum of two (2) person occupancy. Each of the two (2) three-bedroom CAF Units shall meet the **Virginia Statewide Building Code and the Virginia Maintenance Code** minimum standard for occupancy by at least six (6) persons, with the bedroom size being adequate for a minimum of two (2) person occupancy. Residents of the CAF Units shall have access to all amenities offered within the development. CAF Units shall be distributed throughout the building and not concentrated in any one area or floor of the building.

b. Affordable Rents: The CAF Units shall have rents affordable to households at or below 60% of Area Median Income (AMI) as published by the U.S. Department of Housing and Urban Development (HUD) for the Washington, DC Metropolitan Statistical Area, adjusted for household size. The Developer agrees that the affordable rents of the CAF Units shall not exceed 30% of the 60% AMI level as published by HUD, minus a utility allowance (if applicable) as per the schedule of Allowances for Tenant-Furnished Utilities

provided by the Housing Division. These CAF Units shall be leased only to households whose incomes do not exceed 60% of AMI as published by HUD for the Washington, DC Metropolitan Statistical Area adjusted for household size.

c. Rent Increases: The Developer agrees that rent increases for CAF Units will be limited to increases provided by the Housing Division using AMI-based income limits published by HUD. For the first five (5) years of occupancy by each household in a CAF Unit, the Developer agrees to a cap on the increase in rent of 5% per year in years where the AMI-based income limits published by HUD exceed 5%.

d. Compliance Period: The Developer agrees that the CAF Units will remain affordable as defined in Paragraph b "Affordable Rents" and Paragraph c "Rent Increases" above for a term of 30 years from the date of issuance of the Certificate of Occupancy for the last CAF Unit that is able to be occupied for the building in h the CAF Units are located.

e. Accessible Units: The Developer agrees to maintain a minimum of two (2) of the CAF Units as Type A units ("Accessible Units") under standards described in the American National Standards Institute "Accessible and Usable Buildings and Facilities" (ICC/ANSI A117.1) as adopted by the Virginia Uniform Statewide Building Code. The Developer agrees to diligently market the Accessible Units to income-qualified households with persons with physical disabilities for a period of 60 days during the initial marketing and leasing period. If after 60 days the Developer is unable to rent the Accessible Units to income-qualified households with persons with disabilities, the Developer agrees to continue to make best efforts to market and lease the Accessible Units to income-qualified households with persons with disabilities, but the Developer may market and lease the Accessible Units to any income-qualified households regardless of disability. The Developer agrees to market the Accessible Units as part of the Developer's Affirmative Marketing Plan, described below.

f. Developer Affirmative Marketing Plan: The Developer agrees to prepare and implement an Affirmative Marketing Plan in substantially the form as required by the Housing Division. The Developer shall accept tenant-based vouchers from the Housing Choice Voucher Program and the Arlington County Department of Human Services Housing Grants Program for the CAF Units. The Developer agrees that the Affirmative Marketing Plan shall call for the initial advertising and marketing of all the CAF Units for a period of at least sixty (60) days prior to the projected occupancy of the complex.

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

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

C. Intentionally Omitted

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

The Developer agrees to submit proof to the County Manager or his/her/their designee that it has satisfied this Site Plan Condition prior to the issuance of the Shell and Core Certificate of Occupancy for the building.

A. If the project includes a residential condominium or cooperative component, then the Developer agrees that a copy of the conditions of this Site Plan approval shall be made available to all prospective purchasers with the condominium's, cooperative's or homeowners association's bylaws or agreements.
B. If the project includes a residential rental component that is converted to a condominium or a cooperative, then the Developer agrees that a copy of the conditions of this Site Plan approval shall be made available to all prospective purchasers with the condominium's, cooperative's, or homeowners' association's bylaws or agreements prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy following the conversion.

43. Obtain Master Certificate of Occupancy (Within 12 months of Receipt of the Certificate of Occupancy that permits full occupancy)

The Developer agrees to obtain a Master Certificate of Occupancy within twelve (12) months of receipt of the Certificate of Occupancy that permits full occupancy. The Developer may request in writing to extend the timeframe for obtaining the Master Certificate of Occupancy. The request shall outline the reasons for the extension and shall be submitted to the Zoning Administrator for review and approval at least one (1) month prior to the end of the twelve-month time frame. The Zoning Administrator may approve such extension upon finding that the Developer is diligently and in good faith pursuing completion of the project, and will apply for and meet all requirements of a Master Certificate of Occupancy within a reasonable amount of time.

44. Building Height Certification (Master Certificate of Occupancy)

The Developer agrees to submit to, and obtain review and approval by the Zoning Administrator of one set of drawings certifying the building height as measured from the average site elevation to both the building roof and to the top of the penthouse roof prior to the issuance of the Master Certificate of Occupancy.

45. Structural Modifications and Balconies (Life of Site Plan)

A. The Developer agrees that any structural modification or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager or his/her/their designee determines that any proposed changes to the facades or materials have a significant impact on the Site Plan, or otherwise meet Zoning Ordinance requirements for Site Plan amendments that require approval by the County Board, a Site Plan amendment shall be required.
B. The Developer agrees that no balconies, other than those identified in the approved Site Plan, shall be enclosed. Enclosure of any additional balconies shall constitute additional gross floor area and shall require a Site Plan amendment.

46. Building Security Measures (Life of Site Plan)

The Developer agrees that the design of exterior office building security measures shall not result in the removal or reduction in the number of on-street parking spaces around the perimeter of a site, whether at the request of the Developer or a tenant or otherwise. The Developer agrees to notify each prospective tenant of the office building, prior to execution of any lease with a tenant, of the above for the life of the site plan.

47. Snow Removal (Life of Site Plan)

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

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

If the project includes a residential component, then the Developer agrees that the maintenance of the common area, walkways, private drives and parking areas which are tied to condominium units shall be provided for by the condominium's, cooperative's or homeowners association's bylaws or agreements consistent with Section 14.1 of the Zoning Ordinance.

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

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

50. Density and Approved Site Areas over Subdivided Site (Life of Site Plan)

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

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

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

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

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

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

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

The Developer agrees that, if the County Manager or his/her/their designee determines that any canopy or awning, whether or not approved, interferes with public access or is otherwise inconsistent with the public welfare, zoning ordinance requirements, or future development, the Developer agrees to, at its sole cost

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

53. **Public Park Easement**

Submission – (Footing to Grade Permit); Recordation of Public Park Easement – (First Certificate of Occupancy for Tenant Occupancy)
The Developer agrees to grant a permanent public park easement ("Public Park Easement") to the County Board of Arlington County providing for public use and access for park purposes consisting approximately of the area identified as "Public Open Space Easement" on Sheet C03.1.9 of the 4.1 Plans dated April 14, 2023, and entitled "Dedication Easement Exhibit" and approved by the County Board on July 15, 2023 ("Public Park"). Final landscape, design and installation of the Facilities (defined below) for the Public Park shall be as approved by the County Manager on the Civil Engineering Plan per Condition #19 and Final Landscape Plan per Condition #21, which shall be updated to accommodate the design of the improvements per the Public Park Master Plan (PMP) process referenced in Condition #54 (Public Park). The exact size and final location of the Public Park Easement may change with the preparation and approval of the Civil Engineering Plan per Condition #19 and the Final Landscape Plan per Condition #21.

A. **Submission for Review of Public Park Easement (Footing to Grade Permit)** Prior to the issuance of the footing to grade permit, the developer agrees to submit to the County Manager for review the deed(s) and plat for the Public Park Easement. The Public Park Easement shall be granted by deed, in substance acceptable to the County Manager and in form acceptable to the County Attorney and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County prior to issuance of the First Certificate of Occupancy for Tenant Occupancy of the Site Plan. The Developer further agrees that all liens and encumbrances for the areas of the Public Park Easement shall be subordinated to the rights of the County in the Public Park Easement.

B. **Public Park Easement**. The developer agrees that the Public Park Easement shall be constructed in accordance with the requirements of Condition #54 and contain, among other items, the following provisions:

1. All pathways, sidewalks, benches, trash receptacles, bicycle racks, water fountains, shade structures, public art (if any), landscaping, hardscape and all appurtenant facilities ("Facilities") installed in the Park Easements areas shall be and remain the property of the Developer, its successors and assigns, who shall be responsible for properly maintaining, repairing, and replacing all Facilities installed in the Park Easement areas.

2. The Developer and its successors and assigns, shall be responsible, at its sole cost and expense, for performing maintenance (pursuant to a maintenance plan as set forth below)and continuously care for, clean, maintain (including, but not limited to, snow and ice removal) repair, and replace all Facilities, including but not limited to, native plantings, trees and amenities within the Public Park Easement areas.

3. The Developer agrees that Arlington County shall have the right to program and/or hold events in the Public Park Easement areas.

4. The Developer agrees that for all non-County events or activities it would like to hold in the Public Park Easement areas, and which qualify as a "Special Event" as defined by the County, the Developer shall obtain a Special Events Permit pursuant to the Arlington County Special Events program.

4. The Developer agrees that it shall operate the Public Park Easement pursuant to the current Arlington County Department of Parks and Recreation's (DPR) Park Rules & Regulations. The Developer shall provide appropriate signage in accordance with the Public Spaces Master Plan (PSMP), the Arlington County Zoning Ordinance (ACZO), and other applicable County standards and policies. The signage will convey the appropriate and relevant Park Rules & Regulations within the Public Park Easement. The

signs and sign content, location and size will be agreed upon by the Developer and the Director of Parks and Recreation and shown on the approved final landscape plan.

5. The County and its agents shall have the right, but not the obligation, to perform (if the Developer fails to do so), such repairs and maintenance as the County may deem necessary within the Public Park Easement areas and all Facilities therein. The Developer, its successors in interest and assigns shall be obligated to reimburse the County for such repairs and costs upon demand by the County.

6. The Developer, its successors in title and interest, and its assigns shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents (collectively, "County") from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature (collectively, "Claims") concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the Facilities or other features, located within the area of the Public Park Easements, by the Developer, the County or the property owners, or from use and access by the public at large. Notwithstanding the foregoing, the Developer need not indemnify the County for any claims arising solely out of the County's gross negligence or willful misconduct.

C. The Developer agrees that in the event the Termination provision of Condition 54.D is exercised, that they shall only have to comply with dedicating the Public Park Easement provisions of this Condition #53, not including any commitments to construct or maintain improvements within the Public Park Easement area.

54. **Public Park Design and Construction (Life of the Site Plan)**

A. The Developer agrees to participate in and fund a community engagement process for the Public Park as defined in Condition #53 and to design and construct the Public Park at a total cost not to exceed $2,352,313 ("Developer's Open Space Contribution"), which shall be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U) from the date of initial County Board approval of the Site Plan to the first day of the month on which commencement of construction activities begins on the Public Park per this Condition #54.

1. No later than three (3) months from the date of submission of the Civil Engineering Plan per Condition #19, the Developer agrees to coordinate with the Department of Parks and Recreation ("DPR") to conduct public engagement sessions to document and assess the open space interests of the community, the Developer, and other stakeholders which will help determine the preferred use and design of the Public Park. All aspects of the public engagement sessions process as outlined in this condition shall be reviewed and approved by DPR.
2. No later than one (1) month after the submission of the Civil Engineering Plan per Condition #19, the Developer shall provide DPR with a list of potential design firms. Within ten (10) days of submission of the list, DPR will review and approve prior to final selection of a design firm by the Developer who will be contracted by the Developer to design, at the Developers expense, the Public Park per the public engagement process as defined in this Condition #54.
3. Any background information, design materials and concepts prepared by the Developer and their design firm for the public engagement sessions shall be coordinated with DPR at each stage of the public engagement process as described below at a minimum of two weeks prior to the presentation date of the materials in a public forum or meeting to permit DPR the opportunity to review and provide feedback to be incorporated by the Developer and their design firm with final preparation of such materials to occur no later than 1 week prior to any presentation of such materials in a public forum or meeting.
4. The Developer agrees to coordinate and receive approval by DPR of all aspects of the public engagement sessions for the Public Park, including scheduling, issuing invitations, and planning the topics and format of the public engagement sessions. The Developer agrees that the public engagement sessions will be organized with a timeline that will allow participants to learn about the project site and its constraints and opportunities, to discuss potential programming for the Public Park, to create design concepts for the various open spaces, and for the participants to give input on the design concepts.
5. The Developer agrees that the schedule for the public engagement sessions for the Public Park will include at least two (2) but not more than three (3) public meetings with the first engagement session meeting occurring within 120 days after the date of the submission of the Civil Engineering Plan per Condition #19 and the final meeting occurring within 120 days after the first public engagement session. The purpose of the first meeting is to introduce the site and to gather input from the participants to use for developing design concepts for the Public Park. At the end of the

public engagement process, the Developer shall coordinate with DPR, the associated documents and graphics to create a Park Master Plan (PMP) and associated Design Guidelines. All PMP and Design Guideline materials shall be presented to DPR with a minimum three (3) week period to review and provide feedback prior to any presentation or distribution of such materials. The final PMP and associated Design Guidelines (if any) shall then be presented for comment to the Park and Recreation Commission and to the County Board for approval no later than 60 days after the date of the final public engagement session.

6. The Developer agrees to incorporate final designs of the Public Park as approved by the County Board with the PMP into the Civil Engineering Plan per Condition #19 and the Final Landscape Plan per Condition #21.

B. **Maintenance:** For the life of the site plan, the Developer agrees to maintain the area of the Public Park, including, but not limited to, all hardscaping and landscaping materials provided within the Public Park subject to the Public Park Easement per Condition #53.

1. **Maintenance:** The Developer agrees, at its cost and expense, to maintain, , reinstall, clean, repair, and replace all of the Public Park facilities and improvements therein, including, but not limited to, snow and ice removal, native planting and replantings, and tree maintenance and preservation, and amenities in the Public Park (if applicable as a result of the PMP).

2. **Maintenance Plan:** The Developer agrees that the maintenance plan for the Final Landscape Plan for the site per Condition #21 shall include the maintenance obligations for the Public Park. The maintenance plan shall include, but not be limited to, principles of conservation landscaping techniques to improve water and air quality. The maintenance plan shall also include practices of seasonally appropriate vegetation removal and disposal timelines to support and extend habitat. The maintenance plan shall also include, but not be limited to, maintenance of any potential playground or play area and amenities (if a playground or play area or amenities are applicable on this site as a result of the Public Park).

3. **Public Park Naming:** (Prior to Park construction) The Developer agrees that the permanent name for the Public Park, shall be designated in accordance with the Arlington County Policy for Naming and Renaming of County Facilities and Parks adopted by the Arlington County Board on July 10, 1999 or the then-current Arlington County Park Naming Policy (Naming Policy). The Developer will propose a name in accordance with the Naming Policy and the naming of the Public Park.

C. **Construction:** The Developer agrees that they shall construct the Public Park per the Public Park details provided in the Civil Engineering Plan per Condition #19 and the Final Landscape Plan per Condition #21, with completion of the Public Park occurring prior to the issuance of the First Certificate of Occupancy for Tenant Occupancy unless an extension is granted for the completion of the Public Park by the Zoning Administrator per the permissions of the Civil Engineering Plan (Condition #19.C.2) or the Final Landscape Plan (Condition #21.C.1.a.).

D. **Termination:** The Developer agrees that if the County does not commence a public engagement process for the Public Park per the timeline outlined in Condition #54.A., then the Developer shall have the right, at their sole discretion, to pay a Developer's Open Space Contribution amount of $2,352,313 to the County for the design and construction of the Public Park at a future date which shall effectively eliminate the Developer's commitments per Condition #54 B & C (hereafter referred to as "Termination"), except for the conditions of this paragraph (Condition #54.D). Should the Developer exercise termination, it must make give advanced notice in writing to the County Manager, the Director of DPR, and the Zoning Administrator, and pay the Developer's Open Space Contribution plus any incremental amount increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U) from the date of initial County Board approval of the Site Plan to the first day of the month on which the contribution is made to the County prior to issuance of the First Certificate of Occupancy for Tenant Occupancy. The Developer further agrees that if they exercise this Termination, then it shall provide an interim condition of the property subject to the Public Park Easement per Condition #53, which shall be depicted on the Final Landscape Plan per Condition #21, and include but not be limited to the following elements: stabilization, grass seeding and/or sodding, casual seating, and potted plantings. Further, the Developer agrees that exercising this Termination shall not relieve them of their obligation to provide a Public Park Easement over the Public Park per the requirements of Condition #53.

55. Arlington Boulevard Trail Improvements and Amenities (First Certificate of Partial Occupancy)
The Developer agrees to construct an extension to the existing Arlington Boulevard Trail consistent with the approved drawings per Condition #2, from the southeast of the project site along the Frontage Road sometimes known as "Wainwright Road" to the intersection with N. Pershing Drive as shown on the approved Civil Engineering Plans, subject to Condition #19, before issuance of the first Certificate of Occupancy for Tenant Occupancy (unless an extension has been granted per the requirements of Conditions # 19.C.2. and 21.C.3.a). The current on-street bicycle lane on Wainwright Road shall be replaced and the existing pavement shall be removed. The area along this frontage shall be re-graded to accommodate the proposed 12' paved trail extension and accompanying landscaping improvements as shown on the civil engineering and/or Final Landscape Plan approved by the County Manager, including a berm between the Trail and Arlington Boulevard travelway. Additional improvements and amenities to be provided by the developer include a wider ADA ramp at the intersection of N. Pershing Drive and a bike fix-it station. As Arlington Boulevard, the Arlington Boulevard Trail and Wainwright Road are located within Virginia DOT (VDOT) right-of-way, any work in these areas are to be coordinated with this agency.

56. Modification for Historic Arva Sign Replication (Life of Site Plan)
The developer agrees that the proposed sign shall be of the materials and size as shown on the attachment prepared by Studios Architecture/Land Design/Bowman/Gorove Slade dated 16 March 2023 and titled "Architecture Updates—Historic Recognition—Sign Design Detail".

The approved Ordinance of Vacation reads as follows:

ORDINANCE TO AMEND AND REENACT AN ORDINANCE TO VACATE A FIVE-FOOT WIDE SANITARY SEWER EASEMENT ON LANDS OF ARLINGTON BOULEVARD, LLC, DEED BOOK 3953, PAGE 803, ALSO KNOWN AS 2201 ARLINGTON BLVD., ARLINGTON, VIRGINIA (RPC #18-059-020), WITH CONDITIONS.

BE IT ORDAINED that, pursuant to a request by Arlington Boulevard, LLC ("Applicant"), on file in the offices of the Department of Environmental Services, a five-foot wide easement for public sanitary sewer purposes created by Deed of Easement, dated February 1, 1955, recorded in the land records of Arlington County, Virginia ("Land Records"), in Deed Book 1189, Page 502 (the "Easement"), and shown as "5' Sanitary Sewer Esm't D.B. 1186, PG. 502 1,645 S.F. Hereby Vacated" on a plat entitled "Plat Showing Vacation of a 5' Sanitary Sewer Easement on the Lands of Arlington Boulevard, LLC Deed Book 3953, Page 803 Arlington County, Virginia", prepared by Bowman Consulting Group, Ltd., dated October 12, 2022, attached to the County Manager's Report for this Ordinance (the "Plat"), is hereby vacated, subject to the following conditions:

1. The Applicant shall submit, for review and approval, to the Department of Environmental Services ("DES"), a utility relocation and engineering design plan ("Plan") for the construction, abandonment, relocation, continued location in place, removal, and/or replacement of all utilities located, in whole or in part, within the area of the Easement vacated by this Amended and Restated Ordinance of Vacation. The Plan shall be subject to approval by the Director of DES, or his designee.

2. After approval of the Plan and before commencing the work described therein, the Applicant shall submit to the Director of DES, or his designee, a bond, letter of credit, or other security, acceptable to the County Manager, in an amount and in a form as determined by and acceptable to the County Manager, or his designee, to secure the construction, abandonment, relocation, continued location, removal, and/or replacement of any and all existing utilities pursuant to the approved Plan.

3. The Applicant shall remove, relocate, leave in place, abandon and/or reconstruct, or cause to be removed, relocated, left in place, abandoned and/or reconstructed, at its sole cost and expense, all utilities of the County, or of others, existing within the area of the Easement and required to be removed, relocated, left in place, abandoned and/or reconstructed by the approved Plan. Such utilities shall include, but not be limited to, all water lines, sewer lines and any and all infrastructure and appurtenances thereto. All utilities removed or abandoned shall be relocated or reconstructed with new utilities and related facilities and appurtenances of size, dimension, and location acceptable to the County, in accordance with the approved Plan and in strict accordance with Arlington County Construction Standards and Specifications, and all applicable laws, ordinances, regulation and policies, and as required by the site plan approved by the County Board.

4. The Applicant shall convey to the County Board, without payment of any compensation, all new utility easements required by the County Manager, by deed, in substance acceptable to the County Manager and approved

as to form by the County Attorney. Such utility easements shall include easements for any utilities permitted in the approved Plan to continue to be located in the area of the Easement, whether such location is temporary or permanent. Utility easements for the continued location of utilities in the area of the Easement may be accomplished by reservation of easement rights by the County Board in the Deed of Vacation. In addition, and if applicable, the Applicant shall obtain all required right-of-way permits at the Applicant's sole cost and expense, needed to perform any work required therein.

5. The Applicant shall prepare and submit to the County for review and approval, the Deed of Vacation and all required plats, subject to approval thereof by the County Manager, or his designee, as to substance, and approval of the deeds as to form by the County Attorney. The Real Estate Bureau Chief, Department of Environmental Services, or his designee, is authorized to execute the deeds on behalf of the County.

6. The Deed of Vacation shall be in recordable form. The Deed of Vacation shall, among other things, convey by quitclaim, all right, title and interest, if any, of the County Board to and in the Easement and related County facilities within the boundaries of the Easement, subject to any reservations for easement required for any County facilities designated to remain in place with the area of the Easement as set forth in the approved Plan.

7. The Applicant shall pay all fees, including the fees for review, approval, and recordation of the required documents associated with the Amended and Restated Ordinance of Vacation.

8. The Applicant shall record all plats, deeds of dedication and easement, and the Deed of Vacation required by these conditions among the Land Records.

9. All conditions of the Amended and Restated Ordinance of Vacation shall be met by noon on June 30, 2029, or this Amended and Restated Ordinance of Vacation shall become null and void, without the necessity of any further action by the County Board.

#2A - Board Report (Final)

#2A - Item Attachment - ALL CONDITIONS

#2A - Item Attachment - MAP

#2B - Board Report (Final)

#2B - Item Attachment - ATTACHMENT 2 - PLAT OF VACATION

#2B - Item Attachment - VICINITY MAPS - EXHIBITS A, B, & C

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IV. ADDITIONAL ITEMS

Settlement Agreement

On a motion by MATT DE FERRANTI, Chair, seconded by MAUREEN COFFEY, Vice-Chair, the County Board authorized, in a final form approved by the County Attorney, the settlement of $43,877.07 in the property damage subrogation claim for an incident at 1747 South Glebe Road on January 25, 2026.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

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Adjournment

Without objection, at 12:35 AM, the June 17, 2026 Recessed County Board Meeting was adjourned.

_____
Matt de Ferranti, Chair

ATTEST:

_____
Mason Kushnir, Clerk
Approved: September 19, 2026