ARLINGTON COUNTY, VIRGINIA

A County Board Regular Meeting of Arlington County, Virginia, held at the Bozman Government Center 2100 Clarendon Boulevard, Room 307 Arlington, VA 22201 thereof on July 18, 2026 at 9:30 AM

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
Stephanie Bello, Director of Constituent Services

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I PUBLIC COMMENT

Dixie Duncan urged the County to take immediate safety measures on Carlin Springs Road, including reducing speeds and implementing near-term improvements before schools reopen.

Audrey Clement criticized the County's Expanded Housing Options policy and argued that other approaches would do more to address housing affordability without increasing taxes.

Pamela Pinnock presented a petition seeking greater transparency, public engagement, and accountability regarding the May 8 officer-involved fatal shooting of Sean Volm and related policing policies.

Nicole Altomare raised concerns about the impacts of an approved EHO project in Douglas Park and asked the Board to make targeted policy changes addressing infrastructure, parking, and neighborhood impacts.

Susan Campbell thanked the County for recent community engagement regarding the behavioral health facility project and emphasized continued collaboration and traffic-safety improvements on Carlin Springs Road.

Brendan Dresdner called on the County to end Arlington Economic Development's collaboration with the Virginia Israel Advisory Board and to act on an ethics policy previously proposed by Arlington for Palestine.

Jay Hamilton supported exploring bond financing for affordable housing and argued that County resources should focus particularly on housing needs of low- and moderate-income residents.

ANALYSIS OF CONTINGENT ACCOUNTS

The County Board received a Summary of Fiscal Year 2026 Contingent Accounts showing balances of $30,235,624 in Economic and Revenue Budget Stabilization, and $52,389,872 in the Affordable Housing Investment Fund as of July 15, 2026.

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II CONSENT ITEMS

On a motion by MATT DE FERRANTI, Chair, seconded by MAUREEN COFFEY, Vice-Chair, the County Board approved the Manager's recommendation on consent agenda items #1 - #9, and #11 - #35.

Item #10 was removed from Consent and scheduled for a hearing on July 21, 2026, at the County Board Recessed Meeting.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

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

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1. Conversion of Residential Uses-Randolph Towers & Courtland Towers

A. SP #213 Site Plan Amendment for the permanent conversion of up to 25 units from residential use to flexible residential/hotel use to permit short-term stays of less than 30 days at Randolph Towers; located at 4001 Ninth St. N. (RPC# 14-045-008).

B. SP #242 Site Plan Amendment for the permanent conversion of up to 25 units from residential use to flexible residential/hotel use to permit short-term stays of less than 30 days at Courtland Towers; located at 1200 N. Veitch St. (RPC# 18-003-111).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinance (attached to the staff report) to approve a site plan amendment for the permanent conversion of up to 25 units from residential use to flexible residential/hotel use to permit short-term stays of less than 30 days at Randolph Towers, subject to all previously approved conditions and amended Condition #35. In addition, the County Board adopted the ordinance (attached to the staff report) to approve a site plan amendment for the permanent conversion of up to 25 units from residential use to flexible residential/hotel use to permit short-term stays of less than 30 days at Courtland Towers, subject to all previously approved conditions and amended Condition #59.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE

WHEREAS, an application for a Site Plan Amendment dated April 2, 2026, for Site Plan #213, was filed with the Office of the Zoning Administrator; and

WHEREAS, Site Plan #213 was originally approved by the County Board on January 7, 1984; and

WHEREAS, as indicated in the Staff Report prepared for the July 18, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on July 18, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Other modifications necessary to achieve the proposed development project.**

- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and

- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated April 2, 2026, for Site Plan #213, and as such application has been modified, revised, or amended as set forth in the Zoning Administration records, for a Site Plan Amendment for the permanent conversion of up to 25 units from residential use to flexible residential/hotel use, for the parcel of real property known as RPC# 14-045-008, located at 4001 Ninth St. N., approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on January 7, 1984, and amended from time to time as shown in the records of the Office of the Zoning Administrator, subject to all previously approved conditions for SP #213, and amended Condition #35.

Amended Condition:

35. Flexible Use of Residential Units ~~(Up to Five (5) Years Until July 17, 2026)~~

A. The Developer agrees that a maximum of twenty-five (25) residential units may be used as Flexible Units, defined as units that may be rented or leased for either Long-Term stays defined as greater than thirty (30) day stays or Short-Term stays defined as stays of less than thirty (30) days. A Flexible Unit may be rented or leased for Short-Term stays for no more than 90 nights cumulatively in any calendar year. A Short-Term stay requires a minimum stay of at least three (3) consecutive nights. The Flexible Units are permitted subject to all site plan conditions and all federal, state and local laws and regulations. The developer agrees that the Flexible Units may be rented or leased for either Long-Term stays or Short-Term stays provided that the Flexible Units meet Virginia Statewide Building Code requirements for transient and non-transient residential uses, and that the developer obtains the appropriate Certificate of Occupancy. The Developer agrees to submit a Flexible Unit Plan for review and approval by the County Manager or his designee prior to the issuance of the appropriate Certificate of Occupancy, which shall designate the number and location of the Flexible Units within the project. The Developer further agrees that only the Flexible Units that are identified in the Flexible Unit Plan are eligible for use as Flexible Units.

B. Intentionally omitted. ~~The Developer agrees that the Flexible Units have been approved for a limited period of up to five (5) years, and not longer. During this five (5) year period, the Flexible Units are permitted subject to all site plan conditions and all federal, state and local laws and regulations, and subject to the same reviews that could otherwise be made of any site plan uses. The Developer agrees that the Flexible Units shall comply with the conditions and limitations set forth in any Building Code Modification Requests needed to facilitate the Flexible Units. The Developer further agrees that the approval for the Flexible Units will terminate and the Flexible Units will revert to residential use after five (5) years, on July 17, 2026, without further action by the County Board. The Developer acknowledges and agrees that after July 17, 2026, it shall have no right to use any residential unit as a Flexible Unit unless specific approval for the use is granted by the County Board.~~

C. The Developer agrees to submit a Flexible Unit tracking report ("Tracking Report") to the Zoning Administrator, which, at a minimum, shall include the quantity and location (unit number) of Flexible Units within the building, and may include additional information as determined reasonably necessary by the Zoning Administrator for tracking the Flexible Units. The Developer shall submit the Tracking Report to the Zoning Administrator prior to the issuance of the Certificate of Occupancy for Flexible Units within the building. The Developer further agrees to submit to the Zoning Administrator updated Tracking Reports annually, on January 15th of each year ~~once every thirty (30) days~~ for the duration of the use of the Flexible Units, reporting any changes in quantity of Flexible Units and the number of nights rented or leased for Short-Term stays in the prior calendar year for each Flexible Unit ~~since the previous thirty (30) day report period~~. The Developer agrees that at no time shall the number of Flexible Units within the building exceed 25 units. Prior to the issuance of the Certificate of Occupancy for Flexible Units within the building the Developer shall designate an on-site liaison for communicating with the Zoning Administrator regarding the Flexible Unit operations and compliance, and shall provide the liaison's contact (phone, email, and address) information to the Zoning Administrator.

The adopted Ordinance reads as follows:

ARLINGTON COUNTY, VIRGINIA

SITE PLAN AMENDMENT ORDINANCE

WHEREAS, an application for a Site Plan Amendment dated April 2, 2026, for Site Plan #242, was filed with the Office of the Zoning Administrator; and

WHEREAS, Site Plan #242 was originally approved by the County Board on June 28, 1986; and

WHEREAS, as indicated in the Staff Report prepared for the July 18, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on July 18, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Other modifications necessary to achieve the proposed development project.**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated April 2, 2026 for Site Plan #242, and as such application has been modified, revised, or amended as set forth in the Zoning Administration records, for a Site Plan Amendment for the permanent conversion of up to 25 units from residential use to flexible residential/hotel use, for the parcel of real property known as RPC# 18-003-111, located at 1200 N. Veitch St., approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on June 28, 1986, and amended from time to time as shown in the records of the Office of the Zoning Administrator, subject to all previously approved conditions for SP #242 and amended Condition #59.

Amended Condition:

59. Flexible Use of Residential Units ~~(Up to Five (5) Years Until July 17, 2026)~~

A. The Developer agrees that a maximum of twenty-five (25) residential units may be used as Flexible Units, defined as units that may be rented or leased for either Long-Term stays defined as greater than thirty (30) day stays or Short-Term stays defined as stays of less than thirty (30) days. A Flexible Unit may be rented or leased for Short-Term stays for no more than 90 nights cumulatively in any calendar year. A Short-Term stay requires a minimum stay of at least three (3) consecutive nights. The Flexible Units are permitted subject to all site plan conditions and all federal, state and local laws and regulations. The developer agrees that the Flexible Units may be rented or leased for either Long-Term stays or Short-Term stays provided that the Flexible Units meet Virginia Statewide Building Code requirements for transient and non-transient residential uses, and that the developer obtains the appropriate Certificate of Occupancy. The Developer agrees to submit a Flexible Unit Plan for review and approval by the County Manager or his designee prior to the issuance of the appropriate Certificate of Occupancy, which shall designate the number and location of the Flexible Units within the project. The Developer further agrees that only the Flexible Units that are identified in the Flexible Unit Plan are eligible for use as Flexible Units.

B. Intentionally omitted. ~~The Developer agrees that the Flexible Units have been approved for a limited period of up to five (5) years, and not longer. During this five (5) year period, the Flexible Units are permitted subject to all site plan conditions and all federal, state and local laws and regulations, and subject to the same reviews that could otherwise be made of any site plan uses. The Developer agrees that the Flexible Units shall comply with the conditions and limitations set forth in any Building Code Modification Requests needed to facilitate the Flexible Units. The Developer further agrees that the approval for the Flexible Units~~

~~will terminate and the Flexible Units will revert to residential use after five (5) years, on July 17, 2026, without further action by the County Board. The Developer acknowledges and agrees that after July 17, 2026, it shall have no right to use any residential unit as a Flexible Unit unless specific approval for the use is granted by the County Board.~~

C. The Developer agrees to submit a Flexible Unit tracking report ("Tracking Report") to the Zoning Administrator, which, at a minimum, shall include the quantity and location (unit number) of Flexible Units within the building, and may include additional information as determined reasonably necessary by the Zoning Administrator for tracking the Flexible Units. The Developer shall submit the Tracking Report to the Zoning Administrator prior to the issuance of the Certificate of Occupancy for Flexible Units within the building. The Developer further agrees to submit to the Zoning Administrator updated Tracking Reports annually, on January 15th of each year ~~once every thirty (30) days~~ for the duration of the use of the Flexible Units, reporting any changes in quantity of Flexible Units and the number of nights rented or leased for Short-Term stays in the prior calendar year for each Flexible Unit ~~since the previous thirty (30) day report period~~. The Developer agrees that at no time shall the number of Flexible Units within the building exceed 25 units. Prior to the issuance of the Certificate of Occupancy for Flexible Units within the building the Developer shall designate an on-site liaison for communicating with the Zoning Administrator regarding the Flexible Unit operations and compliance, and shall provide the liaison's contact (phone, email, and address) information to the Zoning Administrator.

#1 - Board Report (Final)

#1 - Item Attachment - SPLA26-00010 MAP

#1 - Item Attachment - SPLA26-00011 MAP

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2. SPLA26-00005 Site Plan Amendment request to amend conditions related to retail uses (SP #105-8; Westpost at National Landing); located at 1101 S. Joyce St. (RPC #35-005-031).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinance (attached to the staff report) to approve a site plan amendment to SP# 105-8, subject to all previously approved conditions, and revised Condition #52.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA26-00005)

WHEREAS, an application for a Site Plan Amendment dated March 2, 2026, for SPLA26-00005 for an amendment to Site Plan #105-8, was filed with the Office of the Zoning Administrator; and

WHEREAS, Site Plan #105-8 was originally approved by the County Board on February 7, 1998, and as amended from time to time as shown in the records of the Office of the Zoning Administrator; and

WHEREAS, as indicated in the Staff Report prepared for the July 18, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment (SPLA26-00005) subject to conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment (SPLA26-00005) on July 18, 2026, and finds, based on thorough consideration of the public testimony and all materials

presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Other modifications necessary to achieve the proposed development project.**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated March 2, 2026, for SPLA26-00005 for an amendment to Site Plan #105-8, and as such application has been modified, revised, or amended as set forth in the Zoning Administration records, for a Site Plan Amendment to amend Condition #52 to amend restrictions on types of retail uses permitted at Westpost at National Landing, and as approved by the County Board on July 18, 2026, for the parcel of real property known as RPC# 35-005-031, located at 1101 S. Joyce Street, approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on February 7, 1998, and amended from time to time as shown in the records of the Office of the Zoning Administrator, subject to all previously approved conditions for Site Plan #105-8, and amended Condition #52.

52. The developer agrees to provide a full-service grocery store adjacent to South Army Navy Drive in building "A" consisting of 40,000 to 70,000 square feet~~, and a full-service drug store consisting of 8,000 to 20,000 square feet.~~ The size and location of the store shall be provided on the final site development plan. The grocery store shall be located in the first building to be constructed. The developer agrees to submit an affidavit to the Zoning Administrator which outlines the general terms of the lease agreement with the grocery store tenant, including the tenant name, tenant space size and lease period, which shall be submitted to the Zoning Administrator prior to issuance of the Excavation/Sheeting and Shoring Permit. No permits for above grade construction shall be granted for any other buildings before application for the final building permit for the shell of the building which contains the grocery store.

#2 - Board Report (Final)

#2 - Item Attachment - ZONING MAP

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3. Penrose Square, 2501 9th St. S.

A. Amendment to (the) Parking Development Agreement between Arlington Heights Properties, L.P., Penrose Square Associates, LLC, and the County Board of Arlington County, Virginia with respect to real property located at 2501 9th St. S., Arlington, Va. (RPC No. 25-016-012).

B.

1. SPLA26-00009 (SP# 402) Site Plan Amendment to reduce the commercial parking requirement at the Penrose Square development located at 2501 9th Road S. (RPC# 25-016-012).

2. UPER26-00011 Use Permit for a vehicle rental facility at the Penrose Square development located at 2501 9th Road S. (RPC# 25-016-012).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board:

A. Approved the amendment to the Parking Development Agreement between Arlington Heights Properties, L.P., Penrose Square Associates, LLC, and the County Board of Arlington County, Virginia with respect to real property located at 2501 9th St. S., Arlington, Va. (RPC No. 25-016-012). In addition, authorize the Real Estate Bureau

Chief, Department of Environmental Services or his designee to sign the Amendment to Parking Development Agreement and any related documents on behalf of the County Board, subject to approval as to form by the County Attorney.

B. Adopted the ordinance (attached to the staff report) to approve a site plan amendment (SPLA26-00009) to SP# 402 to reduce the commercial parking requirement at the Penrose Square development located at 2501 9th Road S., subject to all previously approved and amended conditions of the attached ordinance. In addition, the County Board (B) approved the subject use permit (UPER26-00011) to allow a vehicle rental facility at the Penrose Square development located at 2501 9th Road S. subject to the proposed conditions and with a County Board review in one (1) year (July 2027).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA26-00009)

WHEREAS, an application for a Site Plan Amendment (SPLA26-00009) dated March 27, 2026, for an amendment to Site Plan #402 was filed with the Office of the Zoning Administrator

WHEREAS, as indicated in the Staff Report prepared for the July 18, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on July 18, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan, as amended:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **All modifications as previously approved for SP #402**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety, and welfare will be promoted and protected.

NOW, THEREFORE, BE IT ORDAINED, that as originally requested by an application dated March 27, 2026 for SP #402, for a site plan amendment for a reduction in commercial parking for the Penrose Square development (SP #402) for the parcel of real property known as RPC #25-016-012 and 2501 9th Road S., the parcel so described shall be used subject to all previously approved conditions, with revision to condition #52 as provided below:

Residential Parking and Parking Management Plan

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

Further, for condominium units, the developer agrees to notify the Zoning Administrator at the time of the settlement of the last dwelling unit. If excess parking spaces are available at the time of settlement of the last dwelling unit, the number of excess parking spaces equaling the number of dwelling units which were sold without a parking space, shall first be offered exclusively for a period of twelve (12) months to the owners of those dwelling units which were sold without a parking space. Any other remaining spaces shall

be offered to all dwelling unit owners or transferred to the condominium, cooperative or homeowners association. By the end of twenty four (24) months following the settlement of the last dwelling unit, the developer agrees to relinquish in writing to the condominium, cooperative or homeowners association any and all remaining interest in the parking spaces or garage and a copy shall be filed with the Zoning Administrator. The future purchase of any parking spaces shall be limited to the dwelling unit owners or condominium, cooperative or homeowners association of the building.

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

The developer agrees to develop a Parking Management Plan which outlines how guest and visitor parking for the building, parking for residential, office, and/or retail tenants' employees and customers, and general public parking will be provided, where the parking will be located and how guests and visitors, retail employees and customers, and the general public, will be directed to the parking spaces. The parking management plan shall also include the location of any secure areas and the location of security gates or other measures to restrict access. The parking management plan shall encourage parking by visitors and customers of the project, through ease of access to the parking spaces, signage, and fee structure. The fee structure shall discourage daily commuter parking. The developer shall submit the parking management plan, which shall include the parking fees and details of the validation program, to the Zoning Administrator and it shall be reviewed and approved by the County Manager or his designee, prior to the issuance of the first Certificate of Occupancy for any portion of the site. The developer agrees to submit an annual report to the Zoning Administrator documenting compliance with the parking management plan as well as any changes to the plan. The developer further agrees that, if, at the discretion of the developer, either the residential unit count or commercial square footage is reduced subsequent to County Board approval of the site plan the parking ratios described in this report shall be maintained.

a. Contingent upon executing a development agreement between the developer and the County regarding the lease and construction of parking spaces, the developer agrees to construct 713 structured parking spaces, up to 393 of which may be reserved for use by rental apartment users, and 320 of which shall be made available to residential visitors, the general public, and retail patrons on a non-reserved basis. In the absence of a development agreement between the developer and the County, the developer agrees to construct a minimum of 591 structured parking spaces, of which at least 198 shall be made available to residential visitors, the general public, and retail patrons on a non-reserved basis. Further, the developer agrees that the 320 parking spaces may reserve up to 70 parking spaces per Condition 52.c below.

b. The developer agrees to make either 320 or at least 198 substantially contiguous parking spaces, subject to Condition #52a. above, on the uppermost levels of the garage ("shared spaces") available to the general public on an unreserved, high turnover, hourly basis for visitors and patrons from 7:00 a.m. to 6:00 p.m. on weekdays (other than the holidays listed below). These shared spaces shall be provided free of charge or at up to market rates. The shared spaces, and their availability for this use, shall be clearly labeled. Further, the shared spaces shall also be fully accessible to the general public, for free or up to market rates, after 6:00 p.m. weekdays and on weekends and all legal holidays (defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, and Christmas). The developer may prohibit entry, but not exit, of vehicles between the hours of 2:00 a.m. and 6:00 a.m. Public access to all garage spaces not reserved for residential users shall be by means of the elevators and stairs that access the ground floor retail space. Further, the developer agrees that the 320 parking spaces may reserve up to 70 parking spaces per Condition 52.c below.

c. The developer agrees that up to 70 parking spaces may be reserved on the B-2 level of the garage for the vehicle rental facility's use as permitted by UPER26-00011. The developer further agrees that in the event of discontinuance of the vehicle rental facility use per UPER26-00011, that these 70 spaces will be returned to use by the general public, bringing the total to 320 unreserved parking spaces provided.

Proposed Development Conditions (UPER26-00011):

1. The applicant agrees to comply, by way of illustration and not limitation, with all relevant Federal, State, and County codes, ordinances, and regulations, including but not limited to, the Virginia Department of Environmental Quality, the Chesapeake Bay Ordinance, and the Arlington County Public Health Department.

2. The applicant agrees that no discharges shall be allowed into the County's storm drain system (to include indirect discharges through private drainage connections to the County's storm drain system) or directly to State waters.

3. The applicant agrees to submit and obtain approval of an amendment to the Penrose Square site plan project's (SP #402) Parking Management Plan by the County Manager or his designee, prior to the issuance of the Certificate of Occupancy for the vehicle rental facility. The plan shall detail the location within the garage of dedicated or shared parking spaces for rental vehicles, and the location within the garage of vacuuming stations. Furthermore, the plan shall depict the routes, including the placement of operational and directional signage for the vehicle rental facility, and the pick up and drop off location for rental vehicles. This plan shall also include a copy of literature given to all car rental customers about how to access the site. The Parking Management Plan and site access and egress may be amended administratively to improve traffic operation on the adjacent streets.

4. The applicant agrees to obtain approval of an amended Public Parking Development Agreement by the County Board, prior to the issuance of the Certificate of Occupancy for the vehicle rental facility. The applicant further agrees that the amended Public Parking Development Agreement shall include an exhibit of the parking area associated with the vehicle rental facility, the parking spaces associated with the Public Parking Development Agreement, the additional retail parking spaces and additional parking spaces associated with the parking garage for Penrose Square.

5. The applicant agrees that no vehicle maintenance and/or repair shall occur on site, except for washing and vacuuming of vehicles.

6. The applicant agrees that use of a public address system or loudspeaker shall comply with the standards and regulations in Chapter 15, Noise Control Ordinance, or the Arlington County Code, except that use of such system shall not be permitted after 9:00 p.m., daily.

7. The applicant agrees that deliveries of multiple vehicles from a truck to the subject vehicle rental facility are not permitted.

#3A - Board Report (Final)

#3A - Item Attachment - AMENDMENT TO PUBLIC PARKING DEVELOPMENT AGREEMENT

#3A - Item Attachment - VICINITY MAPS

#3B - Board Report (Final)

#3B - Item Attachment - SPLA ZONING LOCATOR MAP

#3B - Item Attachment - UPER ZONING LOCATOR MAP

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4. SPLA26-00014 Site Plan Amendment to extend the term of validity for the 4600 Fairfax Drive (Ballston Holiday Inn) site plan (SP #57); located at 4600 and 4610 Fairfax Drive (RPC# 14-053-023, -055, -056).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinance (attached to the staff report) to extend the term of validity for the 4600 Fairfax Drive (Ballston Holiday Inn) site plan (SP #57) for an additional three (3) years (July 31, 2029), subject to all previously approved and amended conditions of the ordinance.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Ordinance reads as Follows:

SITE PLAN AMENDMENT ORDINANCE – SP #57 (SPLA26-00014)

WHEREAS, an application for a Site Plan Amendment (SPLA26-00014) dated April 8, 2026, for Site Plan #57 was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] prepared for the July 18, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board adopt the Site Plan subject to numerous conditions as set forth below and in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan on July 18, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Allow additional density, up to 450 dwelling units, consistent with ACZO §15.5.9; and**
    - **Reduce the number of required loading spaces from three (3) spaces to two (2) spaces total (ACZO §14.3); and**
    - **Exclude 12,246 square feet of gross floor area dedicated to below-grade storage/maintenance/mechanical space; and**
    - **Other modifications as necessary to achieve the proposed development plan; and**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW, THEREFORE, BE IT ORDAINED that, by an application (SPLA26-00014) dated April 8, 2026 for Site Plan #57, originally approved on July 15, 1967 (Z-1855-66-4) and amended July 15, 2023 (SPLN21-00008), for a Site Plan Amendment to extend the term of validity by three (3) years; with previously-approved modifications of zoning ordinance requirements described above; for the property located at 4600 and 4610 Fairfax Drive (RPC# 14-053-023, -055, -056), approval is granted, subject to all previously approved conditions and the revised conditions of this Site Plan Amendment Ordinance provided below:

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 17, 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 SPLN21-00008 or SP #57) 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 31, ~~2026~~ 2029, 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 for each phase of development)

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 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 ~~$2,400.00~~ $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. For each phase of development_the Developer agrees to produce and submit to the Zoning Administrator a photographic record of development, starting with a record of the site as it appears before demolition is begun, including photographic records during construction, and ending with a photographic record of the development as it appears after completion of construction, 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 ~~#33~~ #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 find 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 an 8-foot minimum clear width pedestrian access along Fairfax Drive adjacent to the site throughout construction. However, if the Developer is unable to maintain an 8-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. 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 - Fairfax Drive.

3) The Developer agrees to: a) submit documentation to the Zoning Administrator that the Developer has provided each approved Construction Hauling Route Plan to the Bluemont Civic Association, Ballston Park Homeowners' 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 Bluemont Civic Association and Ballston Park Homeowners 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) Intentionally omitted.

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 for the first building or phase of development:

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 for First Building or Phase of Development)

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 Ballston metro/or other specified area in lieu of commissioning public art through the process set forth above, then the Developer agrees to notify the County Manager in writing, and make the total financial contribution, prior to issuance of the Final Building Permit. If the contribution is made more than 12 months after Site Plan approval, the contribution amount shall be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U), from the date of the initial County Board approval of the Site Plan to the first day of the month on which the contribution is made.

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

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 or 4.1 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 for LEED version 4 EA credit "Optimize Energy Performance/Annual Energy Use."
- 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 from LEED version 4.1 LT credit Electric Vehicles.

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). 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 for each phase of development.

(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.** 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).

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.

1) **(Shell & Core Certificate of Occupancy For Each Phase of Development)** 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~~) **(Shell and Core Certificate of Occupancy) Extra List Options.** Intentionally omitted.

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 For Each Phase of Development**) 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 for each phase of development)** 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.

Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor) For each phase of development the Developer agrees to provide to the County a proportional share of the total amount of financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) of $820,050 [($40 per s.f.) x (41,002.50 s.f. of LEED 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 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. The proportional share of the total amount shall be determined by the percentage of the total gross floor area of the project to be constructed in the respective phase pursuant to Condition #5. 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)** For each phase of development the Developer agrees to provide to the County a proportional share of the total amount of financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) of $820,050 [($40 per s.f.) x (41,002.50 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. The proportional share of the total amount shall be determined by the percentage of the total gross floor area of the project to be constructed in the respective phase pursuant to Condition #5. 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 for each phase of development. 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/ENERGY STAR rating system points, the County and the Developer will select a mutually agreeable third-party LEED-accredited individual, or other person with substantial experience in the LEED 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. 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 requirement 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. This condition shall not apply to the "New Road" as identified in the approved 4.1 Site 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) Fairfax Drive
(2) North Wakefield Street

iv. Within the structure-free zone, no new or proposed underground utilities and/or utility vaults shall be located in a manner that interferes with the appropriate spacing of street trees shown on the approved Final Landscape Plan nor shall utility lines be located beneath street trees.

2) Water Mains and Services

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

i. The Developer agrees to construct approximately 175 linear feet of 16" water line in Fairfax Drive and connect to the existing water main to the north of the site.

ii. The Developer agrees to construct approximately 300 linear feet of 8" water line in "New Road" and connect to the existing water main to the south of the site.

Their exact sizes, lengths, and locations shall be determined by the County as part of the Civil Engineering Plan review, which will be based on final engineering design and on evaluation of existing conditions and capacity of the water mains to serve the subject site, while maintaining the reliability of the water system. These improvements shall be

constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

3) Sanitary Sewer

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

i. The Developer agrees to construct approximately 45 linear feet of 8" sanitary sewer main off "New Road" and connect to the existing sanitary sewer main in N. Woodrow Street to the south of the site.

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 350 linear feet of 24" storm sewer along "New Road", replacing existing storm sewer connections on the southern site frontage.

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 for Building 1 and all associated appurtenances shall be installed in underground utility vaults. Pad-mounted transformers may be installed for Buildings 2 and 3 only, provided they are screened from view from public sidewalks/paths and right-of-way.

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. Fairfax Drive – street cross section unchanged from the existing curb alignment of approximately 68 feet curb-to-curb to the west of the intersection at North Wakefield Street and approximately 72 feet curb-to-curb to the east of the intersection at North Wakefield Street, inclusive of existing bicycle infrastructure on both sides of the street, as shown on the civil engineering plan adopted by the County Board.
ii. New Road – curb-to-curb cross section of approximately 26 feet, as shown on the civil engineering plan adopted by the County Board.
iii. Alley – curb-to-driveway (travel-way) cross section of approximately 26 feet, as shown on the civil engineering plan adopted by the County Board.
iv. Shared-Use Path (pavement only) – minimum 12 feet wide clear trail as shown on the civil engineering plan as adopted by the County Board

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:

Fairfax Drive:

- *Minimum streetscape width measured from the back of curb: 16 feet*
- *Minimum clear sidewalk width: 12 feet, except for pinch points at ADA ramps, as shown on the approved 4.1 Plan, where width may be reduced to no less than 10 feet.*
- *Back-of-Curb planting strip dimensions: minimum 4 feet wide and distance from back of curb: minimum eight (8) inches*

New Road:

- *Minimum streetscape and clear sidewalk widths: 6 feet on north side; 5 feet on south side; extents as shown on the approved 4.1 Plans*
- *Tree pits/planting strip dimensions: As shown on the approved 4.1 Plans*

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), except for the sidewalk on the south side only of the "New Road" which shall be no less than 5 feet wide. 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.~~ Office uses: Intentionally omitted.

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

~~c.~~ Retail uses: Intentionally omitted.

d. Hotel uses: Intentionally omitted.

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. South side of Fairfax Drive and North Wakefield Street

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. 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.

g. Transit facilities.

h. Visitor bicycle facilities.

i. Stormwater management facilities, (SWMF) with accepted certification letter(s) and construction inspection checklist(s) for each bioretention facility or green roof 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.

j. Shared-Use Path (N. Woodrow St. to Fairfax Dr.) and landscaping

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

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

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

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, with subsection b. below referencing the final Partial Certificate of Occupancy for Tenant Occupancy for the entire project:

a. Vegetated stormwater management facilities (SWMF) 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 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).

b. Underground water quantity/detention facilities (SWMF) with accepted certification letter(s) for each SWMF on the approved plan, such letters to be certified by a licensed professional (licensed in Virginia).

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) 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, Shared-Use Path, 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, except as shown on the approved 4.1 Site Plan for Buildings 2 and 3 only.

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), except for the sidewalk along the south side only of the "New Road" which shall be no less than 5 feet wide. 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:

Fairfax Drive:

- *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*
- *Notwithstanding the above, if, prior to approval of the Final Civil Engineering Plan, the County Manager determines that certain street trees shown at the back-of-curb along Fairfax Drive cannot be planted due to utility or easement conflicts, then the developer agrees to plant and maintain alternative plantings in the same location, as determined and approved by the County Manager. This provision applies only to the street trees within the plant beds labeled as "Street Tree Plant Bed 11," "Street Tree Plant Bed 12," and "Street Tree Plant Bed 13" on the approved preliminary Landscape Plan, sheet L401, titled "Planting Plan – Site."*

New Road:
- *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*

Shared-Use Path:
- *Minimum clear width: 12 feet*
- *Tree size and spacing: As shown on the adopted 4.1 Plans, 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)

The Developer agrees to implement the approved sidewalk, landscaping and street tree improvements of the Final Landscape Plan, for each respective phase of construction, 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) **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.

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, Shared-Use Path, emergency/fire access, 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, 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. Office uses: Intentionally omitted.

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

c. Retail uses: Intentionally omitted.

d. Hotel uses: Intentionally omitted.

4) The Developer agrees to provide the following shower and locker facilities: Intentionally omitted.

B. Installation of Secure Bicycle Parking (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 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 facade treatment for the buildings and the materials to be used on the facades shall be consistent, in terms of massing, materials, fenestration, rhythm and overall architectural vocabulary, with the intent of this Site Plan approval and the drawings identified in Condition #2 as presented to the County Board and made a part of the public record on the date of County Board approval of this Site Plan.

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

The Developer agrees to submit 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) Intentionally omitted.

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.** Intentionally omitted.

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 (Footing to Grade Permit)

A. Site Plan Requirements

1) Site Plan Parking Requirements

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

b. The Developer agrees that the required minimum number of parking spaces for the project, "Required Spaces", equals the sum of the project/building's uses times the parking ratio for each use type. The approved parking ratios, by use type, are presented below. The Developer further agrees that the parking ratio for residential use is offered by the Developer and accepted by the County. The residential parking ratio is based on the Developer's own requested parking ratio. The Developer agrees that the requested ratio is in excess of the minimum off-street parking requirement pursuant to Code of Virginia §15.2-2209.4.

Use Type	**Approved Parking Ratio**
Residential -	0.91 spaces per unit for "Building 1" (to include residents, residential visitors, accessible spaces & residential building employees) 1 space per unit for triplex-style "Building 2" and "Building 3" Notwithstanding the above, the Developer may submit to the Zoning Administrator, through the 4.1 administrative change process, a request to reduce the parking ratios to as low as 0.5 spaces per unit pursuant to Code of Virginia §15.2-2209.4.
Residential Visitor (for "Building 1" only)	0.05 spaces per unit designated residential visitor parking. Visitor spaces shall be available for visitor use at all times.
Office -	Intentionally omitted
Commercial/Retail -	Intentionally omitted
Hotel -	Intentionally omitted

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.

B. Operation and Management-Related Requirements

1) Residential Parking

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

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

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

2) **Office Parking**

Intentionally omitted.

3) Shared Parking

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.

~~b.~~ **Parking Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy)** Intentionally omitted.

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

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 ~~$256,297~~ $281,958 (~~$65,050~~ $71,563 x 3.94 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 ~~2022~~ 2025 Annual Average, reflecting a ~~30.10%~~ 43.13% 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)

Intentionally Omitted.

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).

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

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

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

A. Participation and Funding

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

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

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

B. Facilities and Improvements

1) Provide in the lobby or lobbies, a transportation information display(s), the number/content/design/location of which will be approved by ACCS 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) Provide an ADA-compliant hotel van (with lift) to provide shuttle service to and from designated Metro station(s) for employees and guests. The van shall be staffed by a full-time employee, with a dedicated van-accessible parking space provided on the ground level of the mixed-use parking garage. The van shall be parked in this space when not in service. A communication device shall be provided with the hotel for on-call service (hotel only).

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

a. Hours of operation and availability to users.

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.

4) 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 $10,000 ($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 Building 1 only), 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 Contribution

A. **For Development with Base Density for Affordable Housing (ACZO 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 designee, of how the requirements of 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 as provided under ACZO 15.5.8(C)(4).

3) If the Developer elects to fulfills the 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 Affordable Housing (First Partial Certificate of Occupancy for Tenant Occupancy) (ACZO 15.5.9) - Intentionally omitted**

C. For Development with Additional Density for Affordable Housing (ACZO 15.5.9) - 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 each phase or 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 for each building 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 for each building.

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.

Within multi-building site plans, the applicant agrees that the site area shall be allocated as follows:

Building 1 – Multifamily	3.50 acres
Building 2 – Triplex-Style North	0.13 acres
Building 3 – Triplex-Style South	0.13 acres

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.

Attachment A
In-Building First Responder Network Definitions and Testing Protocol

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

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

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

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

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

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

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

Testing Protocol
When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system "the system" tested to ensure that two-way coverage on each floor of the building reveals a minimum signal strength of -95 dBm in 95 percent of the building's area. In addition, the quality of radio signal should be no less than Delivered Audio Quality (DAQ) 3.4 as defined by the Telecommunications Industry Association (TIA). Critical areas, including fire command centers, fire pump rooms, exit stairs, exit passageways, elevators, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas deemed critical by the AHJ, shall be provided with 99 percent floor area radio coverage. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal areas.

2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the County.

3. The test shall be considered failed if more than two nonadjacent grid areas do not meet the signal strength requirements.

4. In the event that three nonadjacent areas fail the test, in order to be more statistically accurate, the floor shall be divided into 40 equal areas. The test shall be considered failed if more than four nonadjacent grid areas do not meet the signal strength requirements. If the system fails the 40-area test, the system shall be modified to meet the 95 percent coverage requirement, or 99 percent coverage requirement in critical areas.

5. A test location approximately in the center of each grid area shall be selected for the test. The radio shall be enabled to verify two-way communications to and from the outside of the building through the public

agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail. Prospecting for a better location within the grid area shall not be allowed.

6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file within the building so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the developer shall be required to rerun the acceptance test to reestablish the gain values.

7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure false oscillations are not being generated by the subject signal booster.

8. The antennas, cable, and other passive components of the system shall be rated to operate at least between 400MHz and 5.0 GHz.

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

1. A valid FCC-issued General Radio Operators License; and

2. Certification of in-building system training issued by a nationally recognized organization or school or a certificate issued by the manufacturer of the equipment being installed.

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

#4 - Board Report (Final)

#4 - Item Attachment - MAP

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5. SPLA26-00015 Site Plan Amendment to modify existing site plan condition #18 for SP #451 to allow for a change to the green building rating system for Crystal House 7 and 8, located at 1901, 1905, 1909, 1913, 1917, 1921, 1925, 1929, 1933, 1937, 1941, 1945, 1949, 1953, 1971, 1991, 2001, 2005, 2009, 2013, 2017, 2021, 2025, 2029, 2033, 2037, 2041, 2045, 2049, and 2053 S. Fern Street and identified as RPC # 36-018-028, 36-018-047, 36-018-050, 36-018-065, and 36-018-072.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the site plan amendment ordinance (attached to the staff report) to amend Condition #18 to allow for a change to the green building rating system for the Crystal House 7 and 8 buildings, (part of the Crystal Houses site plan; SP #451) subject to all previously approved conditions and amended Condition #18.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA26-00015; SP #451)

WHEREAS, an application dated April 13, 2026, and as amended, for a Site Plan Amendment (SPLA26-00015) for Site Plan #451, was filed with the Office of the Zoning Administrator; and

WHEREAS, Site Plan #451 was originally approved by the County Board on December 14, 2019, and amended from time to time as shown in the records of the Office of the Zoning Administrator; and

WHEREAS, as indicated in the Staff Report prepared for the July 18, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manger recommends that the County Board approve the Site Plan Amendment (SPLA26-00015) subject to conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment (SPLA26-00015) on July 18, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **All modifications as previously approved; and**
    - **Other modifications necessary to achieve the proposed development project.**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety, and welfare will be promoted and is protected.

NOW THEREFORE BE IT ORDAINED that, as originally requested by an application dated April 13, 2026, for SPLA26-00015 for an amendment to Site Plan #451, and as such application has been modified, revised, or amended as set forth in the Zoning Administration records, for a Site Plan Amendment to amend Condition #18 to include an additional green building rating system for Crystal House 7 and 8 and as approved by the County Board on July 18, 2026, for the parcels of real property known as RPC #36-018-028, 36-018-047, 36-018-050, 36-018-065, and 36-018-072, located at 1901, 1905, 1909, 1913, 1917, 1921, 1925, 1929, 1933, 1937, 1941, 1945, 1949, 1953, 1971, 1991, 2001, 2005, 2009, 2013, 2017, 2021, 2025, 2029, 2033, 2037, 2041, 2045, 2049, and 2053 S. Fern Street, approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on December 14, 2019, and amended from time to time as shown in the records of the Office of the Zoning Administrator, subject to all previously approved conditions for Site Plan #451, and amended Condition #18.

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

The Developer agrees, at its discretion, to obtain either EarthCraft or LEED credits and implement sustainable design elements
as described and required below:

For Development with Bonus Density for EarthCraft Design and Construction, and ENERGY STAR Post-Occupancy Building Certification

1) EarthCraft Multifamily Gold Certification <u>or EarthCraft House with Performance Badge Certification for Crystal House 7 and 8</u>.

a. The Developer agrees to include an EarthCraft Technical Advisor (EarthCraft TA) 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 EarthCraft Virginia green building rating system. Specifically, the Developer agrees to meet the requirements for all EarthCraft Prerequisites and achieve at least the number of EarthCraft credits necessary to achieve EarthCraft certification at the Gold level using the EarthCraft Virginia Version 5 Multifamily Gold green building rating system or<u>, for Crystal House 7 and 8, EarthCraft House Certification with the additional Performance Badge pathway or for either system,</u> a more recent version as approved by the County Manager.

As part of the EarthCraft certifications, the Developer agrees to achieve the

following "Arlington Priority" credits:

- For the multifamily buildings, at least a 15% improvement in building energy performance to be defined as a 15% improvement over ASHRAE 90.1-2013.
- For Crystal House 7 and 8 ~~the townhomes~~, at least a 15% improvement in building energy performance or a HERS score of 62 or below (thirteen (13) points), to be defined as a 15% improvement over ASHRAE 90.1-2013.

- ENERGY STAR score of at least 75 (multifamily only, *see 18.2 below*)

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

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

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

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

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

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

The final EarthCraft Multifamily Gold or EarthCraft House with Performance Badge certification will be provided to the County prior to issuance of the Master Certificate of Occupancy.

(3) Site Visits (First Partial Certificate of Occupancy for Tenant Occupancy) The Developer agrees to permit and cooperate with site visits as requested by the County Manager to verify that all EarthCraft Virginia

components as agreed to as part of this Condition #18 have been included in the project.

(4) EarthCraft TA Verification (Partial Certificate of Occupancy for space on last floor) The Developer agrees to provide a verification letter from the Development Team's EarthCraft TA 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 EarthCraft 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 EarthCraft Multifamily Gold Certification as outlined in EarthCraft Multifamily Version 5, the equivalent in EarthCraft House with Performance Badge certification or a more recent version.

(5) Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor) For each phase of multifamily development (Crystal Houses 3,4, and 6), the Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $1,317,897 per phase [($60 per s.f.) x (146,433 s.f. of EarthCraft bonus density/ 5 phases of development) x 0.75] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued for each phase guaranteeing that, within twenty-four (24) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued for each phase, the Developer will have received from the EarthCraft Virginia its Gold certification or the equivalent under EarthCraft House with Performance Badge. For each phase of townhouse development (Crystal Houses 7 and 8), the Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $1,317,897 per phase [($60 per s.f.) x (146,433 s.f. of EarthCraft bonus density/ 5 phases of development) x 0.75] prior to the issuance of the first Certificate of Occupancy for any townhouse in each phase guaranteeing that, within twenty-four (24) months from the date of the issuance of the first Certificate of Occupancy for any townhouse in each phase, the Developer will have received from the EarthCraft House with Performance Badge ~~EarthCraft Gold~~ certification for all townhouses in that phase. For each phase of development (Crystal Houses 3,4,6,7, and 8) if the total number of EarthCraft points earned by that date through certification is less than the number of points required to achieve the agreed upon EarthCraft certification level, or if the Developer misses any "Arlington Priority" credits listed above, the Developer shall automatically forfeit a percentage of the financial security as follows:

Points missed	Percentage of financial security forfeited
1-4	25%
5-8	50%
9-12	75%

For each phase, should the Developer miss thirteen (13) or more points within the twenty-four (24) month period, 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 EarthCraft or the County. The Developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County.

2) ENERGY STAR Building Certification

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

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

c. **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** For each phase of multifamily development (Crystal Houses 3,4, and 6), the Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $732,165 per phase [($60 per s.f.) x (146,433 s.f. of bonus density)/ 3 phases of development x 0.25] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, guaranteeing that, within forty-eight (48) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the US EPA its ENERGY STAR certification with a score of at least 75. For each phase, if the ENERGY STAR score of 75 is not earned within 48 months of the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer agrees that it shall automatically forfeit one hundred percent (100%) of the financial security.

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

4) The Developer agrees that the EarthCraft Multifamily Gold or EarthCraft House with Performance Badge points referenced in this condition for new green building design and construction refer to the EarthCraft rating system. If the Developer requests to use an updated version of EarthCraft, then any changes to the point valuations incorporated into future updates to the EarthCraft Green Building Rating System must equal or exceed the requirements outlined in EarthCraft Multifamily Gold Version 5 or EarthCraft House with Performance Badge certification.

5) The Developer agrees to permit the County Manager or designee to access the ~~USGBC~~, EarthCraft, and ENERGY STAR records for the project, and to provide the County Manager with such authorization as may be necessary to allow such access. Should there be a dispute between the County and the Developer as to whether any
sustainable element has properly been included in the development so as to qualify for the applicable number of EarthCraft rating system or ENERGY STAR points, the

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

6) The Developer agrees that all sustainable design elements and innovative technologies incorporated into the project for which the Developer earned points under the EarthCraft 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. Any changes to the EarthCraft-related building elements for which EarthCraft points were earned shall be submitted to and administratively reviewed by the Zoning Administrator as part of an Administrative Change request, which the Zoning Administrator shall approve only if he or she finds that the change will neither reduce the level of sustainable design of the building, nor the total number of EarthCraft points for which the Site Plan project was approved.

7) **In the alternative, for Development with Bonus Density for LEED Design and Construction and Energy Star Post-Occupancy Building Certification**
The Developer agrees to obtain LEED credits and implement sustainable design elements as described and required below:

1) LEED Certification.

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

- At least 15% 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 & Core Certificate of Occupancy) The Developer agrees that for residential development:

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

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

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

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

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

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

(5) Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor, as applicable) For each phase of multifamily development (Crystal Houses 3,4, and 6), the Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $1,317,897 per phase [($60 per s.f.) x (146,433 s.f. of LEED bonus density/5 phases of development) x 0.75] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued for each phase guaranteeing that, within twenty-four (24) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued for each phase, the Developer will have received from the U.S. Green Building Council its LEED Gold certification. For each phase of townhouse development (Crystal Houses 7 and 8), the Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $1,317,897 per phase [($60 per s.f.) x (146,433 s.f. of LEED bonus density/ 5 phases of development) x 0.75] prior to the issuance of the first Certificate of Occupancy for any townhouse in each phase guaranteeing that, within twenty-four (24) months from the date of the

issuance of the first Certificate of Occupancy for any townhouse in each phase, the Developer will have received from the U.S. Green Building Council its LEED Gold certification for all townhouses in that phase. For each phase of development (Crystal Houses 3,4,6,7, and 8) if the total number of LEED points earned by that date through certification is less than the number of points required to achieve the agreed upon LEED certification level, or if the Developer misses any "Arlington Priority" credits listed above, the Developer shall automatically forfeit a percentage of the financial security as follows:

Points Missed	Percentage of Financial Security Forfeited
1-2	25%
3-4	50%
5-6	75%

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

2) ENERGY STAR Building Certification

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

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

c. **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor, as applicable)** For each phase of multifamily development (Crystal Houses 3,4, and 6), the Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $732,165 per phase [($60 per s.f.) x (146,433 s.f. of bonus density)/ 3 phases of development x 0.25] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, guaranteeing that, within forty-eight (48) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the US EPA its ENERGY STAR certification with a score of at least 75. For each phase, if the ENERGY STAR score of 75 is not earned within 48 months of the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer

agrees that it shall automatically forfeit one hundred percent (100%) of the financial security.

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

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

5) The Developer agrees to permit the County Manager or designee to access the USGBC 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/ENERGY STAR rating system points, the County and the Developer will select a mutually agreeable third-party LEED-accredited individual, or other person with substantial experience in the LEED 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. 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.

#5 - Board Report (Final)

#5 - Item Attachment - ZONING MAP

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6. Bingham Center, 10th Street North and Wilson Boulevard

A. SPLA26-00016 Site Plan Amendment to extend the term of validity for SP #467 (Bingham Center); located at 3211 & 3217 10th St. N., 3200, 3240, 3258, & 3260 Wilson Blvd.; (RPC# 19-003-002, -003, -004, -005, -006, -007, -008, -009, -013, -014, -015, & -016).

B. Ordinances to amend and reenact ordinances of vacation to vacate: 1) a 1,429 square foot portion of a 12 foot wide public alley located between Wilson Boulevard and 10th Street North, adjacent to 3200 and 3240 Wilson Blvd., RPC Nos. 19-003-006, -007, -013; 2) a 3,171 square foot portion of a 12 foot wide public alley located between Wilson Boulevard and 10th Street North, adjacent to 3258 and 3260 Wilson Blvd., and 3211 and 3217 10th St. N., RPC Nos. 19-003-002, -003, -005, -015, and -016; and 3) a 1,586 square foot portion of a public street and utilities easement on the south side of Wilson Boulevard and

the west side of North Irving Street, of property identified as 3200 Wilson Blvd., RPC Nos. 19-003-007, -008, -013; all with conditions

On the Consent Agenda vote, after a duly advertised public hearing, the County Board:

a. Adopted the ordinance (attached to the staff report) for SPLA26-00016 (SP #467), to extend the term of validity of SP #467 for an additional three (3) years (July 31, 2029), subject to all previously approved and amended conditions of the ordinance (attached to the staff report); and

b. Enacted the ordinances (attached to the staff report) to amend and reenact ordinances of vacation to vacate: 1) a 1,429 square foot portion of a 12 foot wide public alley located between Wilson Boulevard and 10th Street North, adjacent to 3200 and 3240 Wilson Blvd., RPC Nos. 19-003-006, -007, -013; 2) a 3,171 square foot portion of a 12 foot wide public alley located between Wilson Boulevard and 10th Street North, adjacent to 3258 and 3260 Wilson Blvd., and 3211 and 3217 10th St. N., RPC Nos. 19-003-002, -003, -005, -015, and -016; and 3) a 1,586 square foot portion of a public street and utilities easement on the south side of Wilson Boulevard and the west side of North Irving Street, of property identified as 3200 Wilson Blvd., RPC Nos. 19-003-007, -008, -013; all 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(s) of vacation and any other documents necessary to effectuate the ordinances (attached to the staff report), subject to approval of all documents as to form by the County Attorney.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The enacted Ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA26-00016, SP #467)

WHEREAS, an application for a Site Plan Amendment dated April 15, 2026 was filed with the Office of the Zoning Administrator; and

WHEREAS, Site Plan #467 was originally approved by ordinance by the County Board on September 16, 2023; and

WHEREAS, as indicated in Staff Report prepared for the July 18, 2026 County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to numerous previously approved and amended conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan on July 18, 2026 and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
  - **Other modifications as necessary to achieve the proposed development plan; and**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated April 15, 2026 for Site Plan SPLA26-00016 (SP #467), and as such application has been modified, revised, or amended as set forth in the Zoning Administration records, for a Site Plan Amendment to extend the site plan term of validity and revise certain conditions, for the parcel of real property located at 3211 & 3217 10Th St. N., 3200, 3240, 3258, & 3260 Wilson Blvd.; (RPC# 19-003-002, -003, -004, -005, -006, -007, -008, -009, -013, -014, -015, & -016), approval is granted and the parcels so described shall be used according to the Original Site Plan Ordinance approved September 16, 2023, subject to all previously approved condition and amended conditions approved herein: Condition #2.B., #7.C.2., #10.A.2., #19.B.8.a, #19.C., #31 and #33:

2. **Site Plan Compliance and Expiration**

***

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 ~~September 30~~, ~~2026~~ July 31, 2029 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.

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

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

***

2) Approval of Tree Replacement Plan and Calculations, and Tree Canopy Fund Donation (Final Building Permit) The Developer agrees that any replacement trees that cannot be accommodated on site shall be provided in a monetary amount to the Tree Canopy Fund prior to the issuance of the Final Building Permit. The Developer agrees to make a contribution to the County's Tree Canopy Fund of at least ~~$2,400~~ $4,000 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

10. **Construction Related Measures (Demolition and Land Disturbing Activity Permits)**
A. Maintenance of Traffic Plans

***

2) The Developer agrees to maintain a 5-foot minimum clear width pedestrian access along Wilson Blvd, 10th Street N, and N. Irving Street, 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. 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 Wilson Blvd, 10th Street N, and N. Irving Street.

19. Civil Engineering Plan (Land Disturbing Activity Permits)

***

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:

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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.

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

***

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. "Off-Site Transportation Improvements" identified per Condition #53.

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; and 43) the Developer has provided reasonable assurances that the work will be completed in accordance with the Site Plan's approved design.

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 (SWMF) 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 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).

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.

***

31. Parking (Footing to Grade Permit)

A. Site Plan Requirements

1) Site Plan Parking Requirements

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

b. The Developer agrees that the required minimum number of parking spaces for the project, "Required Spaces", equals the sum of the project/building's uses times the parking ratio for each use type. The approved parking ratios, by use type, are presented below. The Developer further agrees that the approved parking ratios for residential use are based on the Developer's own requested proposed parking ratios, which ratio is accepted by the County. The Developer agrees that the requested parking ratio is in excess of the minimum off-street parking requirement pursuant to Code of Virginia §15.2-2209.4

Use Type	Approved Parking Ratio

Residential -	0.61 spaces per unit (to include residents, residential visitors, accessible spaces & residential building employees) Notwithstanding the above, the Developer may submit to the Zoning Administrator, through the 4.1 administrative change process, a request to reduce the parking ratios to as low as 0.5 spaces per unit pursuant to Code of Virginia 15.2-2209.4.
Residential Visitor	0.05 spaces per unit designated residential visitor parking for the first 200 units. Visitor spaces shall be available for visitor use at all times.
Commercial/Retail-	1 space per 580 square feet of GFA, after approved exclusion for proximity to Metro Station (to include retail customers, retail employees and accessible spaces)
Hotel -	0.32 spaces per guest room (to include hotel employees, guests, visitors, 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.

***

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 $133,108 ~~120,993~~ ($71,563 ~~65,050~~ x 1.86 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~~1~~ Annual Average, reflecting a 43.13% ~~20.46%~~ 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.

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

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

The amended Ordinance reads as follows:

ATTACHMENT 1
AMENDED AND REENACTED ORDINANCE OF VACATION – HOTEL BUILDING

ORDINANCE TO AMEND AND REENACT AN ORDINANCE OF VACATION TO VACATE: 1) A 1,429 SQUARE FOOT PORTION OF A 12 FOOT WIDE PUBLIC ALLEY LOCATED BETWEEN WILSON BOULEVARD AND 10TH STREET NORTH, ADJACENT TO 3200 AND 3240 WILSON BLVD., RPC NOS. 19-003-006, -007, -013; AND 2) A 1,586 SQUARE FOOT PORTION OF A PUBLIC STREET AND UTILITIES EASEMENT ON THE SOUTH SIDE OF WILSON BOULEVARD AND THE WEST SIDE OF NORTH IRVING STREET, OF PROPERTY IDENTIFIED AS 3200 WILSON BOULEVARD, RPC NOS. 19-003-007, -008, -013; WITH CONDITIONS.

BE IT ORDAINED that, pursuant to an application by Clarendon Silver Apartment Owner LLC ("Owner/Applicant"), on file in the offices of the Department of Environmental Services ("DES"), the following: 1) a 1,429 square foot portion of a 12 foot wide public alley located between Wilson Boulevard and 10th Street North, adjacent to 3200 and 3240 Wilson Blvd., RPC Nos. 19-003-006, -007, -013, created as part of a Deed of Dedication recorded among the Arlington County land records ("Land Records") in Deed Book 115 at Page 474, and shown as: a) "V1 482 S.F. or 0.01106 AC. Hereby Vacated;" b) "V2 249 S.F. or 0.00571 AC. Hereby Vacated;" and c) "V11 698 S.F. or 0.01602 AC. Hereby Vacated" (the areas are collectively hereinafter referred to as the "Alley Vacation") on the plat entitled "Plat Showing Vacation of 10 & 12 Foot Public Alley and Vacation of a Public Street and Utilities Purpose Easement on Porter's Addition to Clarendon, Deed Book 115, Page 474, Arlington County, Virginia", prepared by Bowman Consulting Group, Ltd., dated October 17, 2022, last revised December 20, 2022 (the "Plat"); and 2) a 1,586 square foot portion of an existing Easement for Public Street and Utilities Purposes, created by a Deed of Easement recorded among the Land Records in Deed Book 2862 at Page 2199, and shown as, "PU Public Street & Utilities Purpose Easement D.B. 2862 PG. 2199 1,586 S.F. or 0.03641 AC. Hereby Vacated" ("Street Easement Vacation") on the Plat (the Street Easement Vacation and the Alley Vacation are collectively hereinafter referred to as the "Vacation Areas"), are hereby vacated, subject to the following conditions:

1. The Owner/Applicant shall submit, for review and approval, to 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 Vacation Areas. 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 Owner/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 Owner/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 Vacation Areas 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, regulations and policies, and as required by the Site Plan, as approved by the County Board.

4. The Owner/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 Vacation Areas, whether such location is temporary or permanent. Utility easements for the continued location of utilities in the Vacation Areas may be accomplished by reservation of easement rights by the County Board in the Deed of Vacation. In addition, and if applicable, the Owner/Applicant shall obtain all required right-of-way permits at the Owner/Applicant's sole cost and expense, needed to perform any work required therein.

5. The Owner/Applicant shall prepare and submit to the County, for review and approval, the Deed of Vacation and all other deeds required by this Ordinance of Vacation, along with all required plats. Such deeds and plats shall be subject to the approval by the County Manager, or his designee, as to substance, and such deeds shall be subject to approval as to form by the County Attorney. The Real Estate Bureau Chief is authorized to execute the Deed of Vacation and to accept, on behalf of the County Board, any deeds related to or required by this Ordinance of Vacation. The Owner/Applicant shall be responsible for recordation of all deeds and plats in the Land Records.

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 portions of the Vacation Areas and related County facilities within the boundaries of the Vacation Areas, subject to any reservations for easements required for any County facilities designated to remain in place within the Vacation Areas as set forth in the approved Plan.

7. The Owner/Applicant shall pay all fees, including the fees for plat review, approval and recordation of the Deed of Vacation and all other fees associated with this Ordinance of Vacation.

8. The Owner/Applicant shall pay to the County Board $388,483 in total compensation for the vacation of the Vacation Areas.

9. All conditions of this Ordinance of Vacation shall be met by noon on July 31, 2029, or this Ordinance of Vacation shall become null and void, without the necessity of any further action by the County Board.

ATTACHMENT 2
AMENDED AND REENACTED ORDINANCE OF VACATION – RESIDENTIAL BUILDING

ORDINANCE TO AMEND AND REENACT AN ORDINANCE OF VACATION TO VACATE A 3,171 SQUARE FOOT PORTION OF A 12 FOOT WIDE PUBLIC ALLEY LOCATED BETWEEN WILSON BOULEVARD AND 10TH STREET NORTH, ADJACENT TO 3258 AND 3260 WILSON BLVD., AND 3211 AND 3217 10TH ST. N., RPC NOS. 19-003-002, -003, -005, -015, AND -016, WITH CONDITIONS.

BE IT ORDAINED that, pursuant to an application by Clarendon Silver Apartment Owner LLC ("Applicant"), on file in the offices of the Department of Environmental Services ("DES"), the following: 1) a 3,171 square foot portion of 12-foot wide public alley running north from 10th Street North to Wilson Boulevard, created as part of a Deed of Dedication recorded among the Arlington County land records ("Land Records") in Deed Book 115 at Page 474, and shown as: 1) "V6 786 S.F. or 0.01804 AC. Hereby Vacated;" 2) "V7 813 S.F. or 0.01866 AC. Hereby Vacated;" and 3) "V8 1,572 S.F. or 0.03608 AC. Hereby Vacated;" (the areas are collectively hereinafter referred to as "Vacation Areas") on the plat entitled "Plat Showing Vacation of 10 & 12 Foot Public Alley and

Vacation of a Public Street and Utilities Purpose Easement on Porter's Addition to Clarendon, Deed Book 115, Page 474, Arlington County, Virginia", prepared by Bowman Consulting Group, Ltd., dated October 17, 2022, last revised December 20, 2022 (the "Plat"), are hereby vacated, subject to the following conditions:

1. The Owner/Applicant shall submit, for review and approval, to 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 Vacation Areas. 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 Owner/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 Owner/Applicant shall remove, relocated, leave in place, abandon and/or reconstruct, or cause to be removed, relocated, left in place, abandoned and/or reconstruction, at its sole cost and expense, all utilities of the County, or of others, existing within Vacation Areas 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, regulations and policies, and as required by the Site Plan, as approved by the County Board.

4. The Owner/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 Vacation Areas, whether such location is temporary or permanent. Utility easements for the continued location of utilities in the Vacation Areas may be accomplished by reservation of easement rights by the County Board in the Deed of Vacation. In addition, and if applicable, the Owner/Applicant shall obtain all required right-of-way permits at the Owner/Applicant's sole cost and expense, needed to perform any work required therein.

5. The Owner/Applicant shall prepare and submit to the County, for review and approval, the Deed of Vacation and all other deeds required by this Ordinance of Vacation, along with all required plats. Such deeds and plats shall be subject to the approval by the County Manager, or his designee, as to substance, and such deeds shall be subject to approval as to form by the County Attorney. The Real Estate Bureau Chief is authorized to execute the Deed of Vacation and to accept, on behalf of the County Board, any deeds related to or required by this Ordinance of Vacation. The Owner/Applicant shall be responsible for recordation of all deeds and plats in the Land Records.

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 portions of the Vacation Areas and related County facilities within the boundaries of the Vacation Areas, subject to any reservations for easements required for any County facilities designated to remain in place within the Vacation Areas as set forth in the approved Plan.

7. The Owner/Applicant shall pay all fees, including the fees for plat review, approval and recordation of the Deed of Vacation and all other fees associated with this Ordinance of Vacation.

8. The Owner/Applicant shall pay to the County Board $761,040 in total compensation for the vacation of the Vacation Areas.

9. All conditions of this Ordinance of Vacation shall be met by noon on July 31, 2029, or this Ordinance of Vacation shall become null and void, without the necessity of any further action by the County Board.

#6A - Board Report (Final)

#6A - Item Attachment - PUBLIC NOTIFICATION MAP

#6B - Board Report (Final)

#6B - Item Attachment - ATTACHMENT 3 - VACATION PLAT

#6B - Item Attachment - ATTACHMENT 4 - VICINITY MAPS

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7. U-3421-15-1 Use Permit Review for secondary parking at Fairlington Villages Community Center parking lot for Abingdon Elementary School (Arlington Public Schools); located at 3001 and 3005 S. Abingdon St. (RPC #29-013-PCA).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for secondary parking at Fairlington Villages Community Center parking lot for Abingdon Elementary School, subject to all previously approved conditions with an administrative review in two months (September 2026) and a County Board review in five years (July 2031).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The Approved Use Permit conditions read as follows:

1. The applicant agrees that the proposed use of 15 parking spaces at the Fairlington Villages Community Center parking lot, as approved by the Arlington County Board on September 19, 2015, on the property located at 3001 and 3005 S. Abingdon St. shall be consistent with the plans and graphics contained within the application package revised and dated September 9, 2015.

2. The applicant agrees to comply with the "Abingdon Parking License Agreement" between the Fairlington Villages Unit Owners Association (FV) and the Arlington County School Board (APS) of Arlington County, Virginia, in the form attached to the Board report dated September 17, 2015, for the purposes of using 15 parking spaces on the Fairlington Villages Community Center parking lot (located within 3001 and 3005 S. Abingdon St., RPC #29-013-PCA) with conditions, approved by the County Board of Arlington County on September 19, 2015 for the life of the use permit. Any amendments to the aforesaid agreement shall require an amendment to the Use Permit.

3. The applicant agrees to comply with all requirements set forth in all applicable laws, ordinances and regulations, including, by way of illustration and not limitation, those administered by the Office of the Zoning Administrator and the Community Code Enforcement Office.

4. The applicant agrees to identify a community liaison who shall be available during school hours of operation to receive and respond to community concerns. The name, telephone number, and electronic mail address of the liaison shall be provided to the Fairlington Villages Unit Owners Association, the Fairlington Citizens Association, Court Bridge I and II Condominiums, and the Zoning Administrator prior to commencement of this use permit.

Condition #37 of Abingdon Elementary School Use Permit U-3415-15-1

37. Parking (Footing to Grade Permit)

Arlington Public School agrees to provide a minimum of 83 parking spaces on site, as shown on the plans referenced in Condition #2. Arlington Public Schools further agrees to maintain all on-site parking spaces for the life of the use permit.

Modification of Parking Requirement. Arlington Public Schools is negotiating a written agreement ("Fairlington Agreement") with the Unit Owners Association of Fairlington Villages (the "Association") under which the Association would permit fifteen (15) parking spaces in its parking lot on South Abingdon Street to be used by staff and visitors of Abingdon Elementary School. Provided that the Fairlington Agreement is entered into by the Association and Arlington Public Schools and the County Board grants a use permit (U-3421-15-1) for this use of the Association's parking lot, the parking requirements for Abingdon Elementary School are modified as provided in the Arlington County Zoning Ordinance to permit the inclusion of fifteen (15) parking spaces in the Association's parking lot and on-street parking spaces as shown within the use permit.

In the event (i) the Association and Arlington Public Schools do not enter into the Fairlington Agreement, (ii) the Association and Arlington Public Schools do enter into the Fairlington Agreement but it terminates in conformance with its terms or conditions, or (iii) Use Permit U-3421-15-1 is not granted, or, if granted, is terminated, Arlington Public Schools shall within six (6) months, undertake the following:

a. Construct at Abingdon Elementary School the fifteen (15) additional parking spaces shown on the alternative layout on Sheet C202-ALT of the Use Permit application; or

Obtain from the County Board such approval as is necessary under the Arlington County Zoning Ordinance then in effect of an alternative or alternatives for complying with the parking regulations applicable to Abingdon Elementary School and implementing such alternative(s). By way of illustration and not limitation, such alternative(s) may include additional on-street parking, shared parking with another party, and/or demonstrating that parking demand is offset by transit or other transportation options as described by the school's Transportation Demand Management (TDM) strategies. Prior to the County Board's consideration of such alternative(s). Arlington Public Schools shall organize and conduct a community meeting for adjacent property owners, associated community/project groups, and the Public Facilities Review Committee (PFRC) regarding such alternatives.

#7 - Board Report (Final)

#7 - Item Attachment - PUBLIC NOTIFICATION MAP

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8. Goddard School, 5222 & 5328 Langston Blvd.

1. U-3535-19-1 Use Permit Review for a child care center of up to 60 children (The Goddard School); located at 5222 Langston Blvd. (RPC# 08-004-005).

2. U-3536-19-1 Use Permit Review for a child care center of up to 208 children with parking modifications (off-site) (The Goddard School); located at 5328 Langston Blvd. (RPC# 09-001-028).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the subject use permit for a child care center of up to 60 children, subject to the previously approved conditions, with a County Board review in one (1) year (July 2027). In addition, the Board renewed the subject use permit for a child care center of up to 208 children with parking modifications (off-site), subject to the previously approved conditions, with a County Board review in one (1) year (July 2027).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The approved Use Permit conditions read as follows:

U-3535-19-1 (5222 Langston Boulevard):

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.

2. The applicant agrees that the hours of operation will be 6:30 a.m. to 6:30 p.m. Monday through Friday. The applicant further agrees that the maximum permitted enrollment is 60 children, or such number as determined by the Department of Human Services Child Care Office, which may be fewer than the maximum noted above. The applicant further agrees that the maximum total occupant load, inclusive of children and adults, shall be as determined and designated by the Inspection Services Division in accordance with the Virginia Uniform Statewide Building Code, which may also be fewer than the maximum noted above.

3. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to the operation of the child care center. The name, telephone number, and electronic mail address (if available) of the liaison shall be submitted by the applicant to the Zoning Administrator, John M. Langston Citizens Association, Leeway-Overlee Civic Association, Yorktown Civic Association, the Arlington County Police Department, and Langston Boulevard Alliance prior to issuance of the Certificate of Occupancy.

4. The applicant agrees to submit a parking plan to the Zoning Administrator, which will only be approved if it shows at least the minimum number of parking spaces required by the Arlington County Zoning Ordinance. The applicant agrees that the plan shall show the location and total number of spaces. The applicant further agrees that those parking spaces will be available for staff persons of the after-school program between the hours of operation specified for the facility. The parking spaces shall comply with all requirements set forth in all applicable ordinances and regulations, including, by way of illustration and not limitation, those administered by Section 14 of the Arlington County Zoning Ordinance. The applicant further agrees that the new spaces depicted on this plan will be made available to support the subject use prior to issuance of a certificate of occupancy for the child care use.

5. The applicant agrees to subscribe to the Arlington Alert System prior to issuance of the Certificate of Occupancy for the subject child care center.

U-3536-19-1 (5328 Langston Boulevard):

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.

2. The applicant agrees that the hours of operation will be 6:30 a.m. to 6:30 p.m. Monday through Friday. The applicant further agrees that the maximum permitted enrollment is 208 children or such number as determined by the Department of Human Services Child Care Office, which may be fewer than the maximum noted above. The applicant further agrees that the maximum total occupant load, inclusive of children and adults, shall be as determined and designated by the Inspection Services Division in accordance with the Virginia Uniform Statewide Building Code, which may also be fewer than the maximum noted above.

3. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to the operation of the child care center. The name, telephone number, and electronic mail address (if available) of the liaison shall be submitted by the applicant to the Zoning Administrator, Leeway-Overlee Civic Association, Yorktown Civic Association, John M. Langston Citizens Association, Arlington County Police Department, and Langston Boulevard Alliance prior to issuance of the Certificate of Occupancy.

4. The applicant agrees to submit a parking plan to the Zoning Administrator, which shall only be approved if it shows at least the minimum number of parking spaces required by the Arlington County Zoning Ordinance. The applicant agrees that the plan shall show the location and total number of spaces. The applicant further agrees that those parking spaces will be available for staff persons of the after-school program between the hours of operation specified for the facility. The parking spaces located at 5328 and 5222 Lee Highway shall comply with all requirements set forth in all applicable ordinances and regulations, including, by way of illustration and not limitation, those administered by Section 14 of the Arlington County Zoning Ordinance. The applicant further agrees that the new spaces depicted on this plan will be made available to support the subject use prior to issuance of a certificate of occupancy for the child care use.

5. The applicant agrees to subscribe to the Arlington Alert System prior to issuance of the Certificate of Occupancy for the subject child care center.

#8 - Board Report (Final)

#8 - Item Attachment - MAP 1

#8 - Item Attachment - MAP 2

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9. UPER23-00027 Use Permit Review for a childcare center for up to 150 children (Tierra Encantada), with a modification of required parking; located at 3804 Wilson Blvd. (RPC #20-003-003).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for a childcare center for up to 150 children, subject to the previously approved conditions of the staff report, and with an administrative review in three (3) years (July 2029), and no further scheduled County Board review.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The approved Use Permit conditions read as follows:

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.

2. The applicant agrees the site should generally conform to the plans titled, *Preliminary Site Plan, and Proposed Circulation Plan*, dated June 23, 2023, and approved by the County Board with this use permit on July 15, 2023.

3. The applicant agrees that the hours of operation will be 6:30 A.M. to 7 P.M., Monday-Friday. The applicant further agrees that the maximum permitted enrollment will be 150 or such number as determined by the Department of Human Services Child Care Office, which may be fewer than the maximum noted above. The applicant further agrees that the maximum total occupant load, inclusive of children and adults, shall be as determined and designated by the Inspection Services Division in accordance with the Virginia Uniform Statewide Building Code, which may also be fewer than the maximum noted above.

4. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to this childcare center. The name, telephone number, and electronic mail address of the liaison shall be submitted by the applicant to the Zoning Administrator, Arlington County Police Department, and the Ashton Heights and Ballston-Virginia Square Civic Associations prior to issuance of a Certificate of Occupancy.
    a. The applicant further agrees to subscribe to the Arlington Alert System prior to the issuance of the Certificate of Occupancy for the childcare use permitted by this use permit (UPER23-00027).

5. **Parking Management Plan**

The applicant agrees to submit a parking management plan to the Zoning Division, and obtain approval for such plan from the County, which will only be approved if it provides parking as shown in the plans approved by the County Board with the use permit on July 15, 2023. The applicant agrees that the parking management plan will provide appropriate signage for the use of the parking spaces, including indications of compact car parking preference for the seven (7) parking spaces with less than the standard parking stall depth. The applicant further agrees that approval of the parking management plan shall be obtained, and the new spaces will be provided prior to issuance of a certificate of occupancy for the childcare use.

6. **Transportation Demand Management Plan**

The applicant agrees to ensure that the childcare center obtains approval from the County Manager of a Transportation Demand Management Plan (TDMP). Such approval shall be given if the County Manager finds that the TDMP includes a schedule and description of implementation and continued operation, throughout the life of the Use Permit, of all elements outlined below under sub-sections A (Participation), B (Facilities and Improvements), C (Promotions, Services, and Policies), and D (Performance and Monitoring).

Upon approval of the TDMP by the County Manager, the applicant agrees to ensure that the childcare center implement all elements of the TDMP with assistance, when appropriate, by agencies of the County.

Unless otherwise specified, the applicant agrees that all individual elements of this TDMP shall be operational prior to issuance of the Certificate of Occupancy for the childcare center use.

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**

i. Establish and maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity.

ii. Designate a member of the childcare center's management as Transportation Coordinator (TC) to be a primary point of contact with the County and undertake the responsibility for coordinating and completing all Transportation Demand Management Plan (TDMP) obligations. The childcare center's management will provide, and keep current, the name and contact information of the TC to Arlington County Commuter Services (ACCS) or successor. The TC shall be appropriately trained, to the satisfaction of Arlington County Commuter

Services (ACCS) or successor, to provide rideshare, transit, and other information provided by Arlington County or the Arlington County Commuter Services (ACCS) or successor intended to assist with transportation to and from the site.

b. **Facilities and Improvements**

i. Provide an information display, the number/content/design/location of which shall be approved by Arlington County Commuter Services (ACCS), to provide transportation related information to parents, staff, and visitors. The childcare center's management shall keep the display stocked with approved materials at all times.

c. **Promotions, Services, Policies**

i. Prepare, reproduce and distribute a welcome package, digital or hard copy, consisting of informational materials provided by Arlington County, which includes site-specific ridesharing and transit-related information, to each new childcare center employee and to the parent/guardian of each new student, at the start of each school year.

ii. The applicant agrees to ensure that the childcare center provides, under a "transportation information" heading on the childcare center's website:

1. Links to the most appropriate Arlington County Commuter Services web page(s). Obtain confirmation of most appropriate link from ACCS.
2. A description of key transportation benefits and services provided at the building, pursuant to the Transportation Management Plan.

7. The applicant agrees to construct a 6-foot-high solid fence around the perimeter of the playground, which shall be installed prior to issuance of the certificate of occupancy for the childcare center use.

#9 - Board Report (Final)

#9 - Item Attachment - LOCATION MAP

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10. Tyndale Christian School, 712 and 716 N. Barton St.

A. UPER24-00005 Use Permit Review for a private school (Tyndale Christian School) for up to 40 students; located at 712 and 716 N. Barton St. (RPC#18-039-030, 031).

B. UPER24-00032 Use Permit Review for a private school (Tyndale Christian School) for up to 80 students; located at 712 and 716 N. Barton St. (RPC#18-039-030, 031).

This item was removed from the Consent Agenda and scheduled for a public hearing at the July 21, 2026, County Board Recessed Meeting.

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11. UPER24-00014 Use Permit Review for a childcare center (Armed Service YMCA Child Development Center); located at 2640 Shirlington Road (RPC# 31-033-318).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for a childcare center for up to 268 children, subject to the conditions of the staff report and County Board review in one (1)-year (July 2027).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The approved Use Permit conditions read as follows:

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue all required associated building and operational permits and occupancy certificates from the applicable administrative and regulating agencies.

2. The applicant agrees that the childcare facility's hours of operation shall be Monday through Friday, 6 a.m. to 6 pm. The applicant further agrees that the maximum permitted enrollment shall be 268 children, or such number as determined by the Certificate of Occupancy for the childcare use, which may be fewer than the maximum noted above. The applicant further agrees that the maximum total occupant load, inclusive of children and adults, shall be as determined and designated by the Inspection Services Division in accordance with the Virginia Uniform Statewide Building Code, which may also be fewer than the maximum noted above.

3. The applicant agrees to submit a parking plan and obtain the review and approval of such plan by the Zoning Administrator. The applicant agrees that the plan shall depict and/or explain where staff members, parents, and visitors to the childcare facility will park. Approval of the parking plan by the Zoning Administrator shall be obtained prior to issuance of a Certificate of Occupancy for the childcare facility use of the property as permitted by UPER24-00014 approved by the County Board on July 22, 2024. The applicant further agrees to implement the parking plan before commencement of operations and to provide information to all new childcare student families about the parking plan for the childcare facility with specific information related to pick-up/drop-off procedures, parking opportunities and restrictions within the neighborhood. A copy of this information to be distributed to new childcare student families shall be provided to the Zoning Administrator prior to issuance of the Certificate of Occupancy for the childcare facility use permitted on the site per UPER24-00014.

4. The applicant agrees to ensure that the childcare facility will provide, during regular drop-off and pick-up hours for the childcare facility, staff members at the entrance to the childcare facility from the parking area designated for parent pick-up/drop-off activities to assist parents/caregivers in the arrival and departure of students from the building to their parent's and/or caretaker's vehicle.

5. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to this family day care. The name and telephone number of the liaison shall be submitted by the applicant to the Zoning Administrator, Arlington County Police Department, as well as Green Valley Civic Association, Shirlington Civic Association, and Long Branch Creek Civic Association prior to the issuance of the Certificate of Occupancy for childcare facility subject to this use permit (UPER24-00014).

6. The applicant agrees to subscribe to the Arlington Alert System prior to issuance of a certificate of occupancy for the childcare facility subject to this use permit (UPER24-00014).

7. The applicant agrees that they shall not submit for review or receive approval of any permit necessary to implement UPER24-00014 and approved by the County Board on July 22, 2024, until such time as they have obtained approval by the Board of Zoning Appeals (BZA), if necessary, allowing for construction of any external feature(s) on the building which may encroach into a required setback. The applicant agrees that this specifically includes any required BZA approval, for any feature such as, but not limited to, ramps, playgrounds, canopies, fences, and other similar features as shown on the plans tiled "ASYMCA Arlington" prepared by Moya Design Partners dated June 27, 2024, and associated with this use permit UPER24-00014 approved by the County Board on July 22, 2024.

#11 - Board Report (Final)

#11 - Item Attachment - LOCATION MAP_UPER24-00014

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12. UPER24-00015 Use Permit Review for a childcare center for up to 100 students (Kinhaven School); located at 4201 and 4205 Fairfax Drive (Ballston Station) and identified as RPC# 14-024-228, -229 and -230.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for a childcare center for up to 100 children, subject to the previously approved conditions of the staff report and with an administrative review in three (3) years (July 2029), and no further scheduled County Board review.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The approved Use Permit conditions read as follows:

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.

2. The applicant agrees that the hours of operation will be 6 A.M. to 8 P.M., Monday-Friday. The applicant further agrees that the maximum permitted enrollment will be 100 or such number as determined by the Department of Human Services Child Care Office, which may be fewer than the maximum noted above. The applicant further agrees that the maximum total occupant load, inclusive of children and adults, shall be as determined and designated by the Inspection Services Division in accordance with the Virginia Uniform Statewide Building Code, which may also be fewer than the maximum noted above.

3. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to this childcare center. The name, telephone number, and electronic mail address of the liaison shall be submitted by the applicant to the Zoning Administrator, Arlington County Police Department, and the Ballston-Virginia Square Civic Associations prior to issuance of a Certificate of Occupancy.

4. The applicant agrees to subscribe to the Arlington Alert System prior to the issuance of the Certificate of Occupancy.

5. **Parking Management Plan**

   The applicant agrees to submit an amended parking management plan for SP #443 demonstrating conformance with Condition 32.B.3a of the site plan to the Zoning Division. The applicant further agrees that approval of the amended parking management plan shall be obtained, and the spaces be signed and provided prior to issuance of a certificate of occupancy for the childcare use.

6. **Transportation Demand Management Plan**

   The applicant agrees to ensure that the childcare center obtains approval from the County Manager of a Transportation Demand Management Plan (TDMP). Such approval shall be given if the County Manager finds that the TDMP includes a schedule and description of implementation and continued operation, throughout the life of the Use Permit, of all elements outlined below under sub-sections A (Participation), B (Facilities and Improvements), C (Promotions, Services, and Policies), and D (Performance and Monitoring).

   Upon approval of the TDMP by the County Manager, the applicant agrees to ensure that the childcare center implement all elements of the TDMP with assistance, when appropriate, by agencies of the County.

   Unless otherwise specified, the applicant agrees that all individual elements of this TDMP shall be operational prior to issuance of the Certificate of Occupancy for the childcare center use.

b. **Participation**

i. Establish and maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity.

ii. Designate a member of the childcare center's management as Transportation Coordinator (TC) to be a primary point of contact with the County and undertake the responsibility for coordinating and completing all Transportation Demand Management Plan (TDMP) obligations. The childcare center's management will provide, and keep current, the name and contact information of the TC to Arlington County Commuter Services (ACCS) or successor. The TC shall be appropriately trained, to the satisfaction of Arlington County Commuter Services (ACCS) or successor, to provide rideshare, transit, and other information provided by Arlington County or the Arlington County Commuter Services (ACCS) or successor intended to assist with transportation to and from the site.

b. **Facilities and Improvements**

i. Provide an information display, the number/content/design/location of which shall be approved by Arlington County Commuter Services (ACCS), to provide transportation related information to parents, staff, and visitors. The childcare center's management shall keep the display stocked with approved materials at all times.

c. **Promotions, Services, Policies**

i. Prepare, reproduce and distribute a welcome package, digital or hard copy, consisting of informational materials provided by Arlington County, which includes site-specific ridesharing and transit-related information, to each new childcare center employee and to the parent/guardian of each new student, at the start of each school year.

ii. The applicant agrees to ensure that the childcare center provides, under a "transportation information" heading on the childcare center's website:

3. Links to the most appropriate Arlington County Commuter Services web page(s). Obtain confirmation of most appropriate link from ACCS.

4. A description of key transportation benefits and services provided at the building, pursuant to the Transportation Management Plan.

#12 - Board Report (Final)

#12 - Item Attachment - LOCATION MAP

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13. UPER25-00003 Use Permit Review for the operation of a child care center for up to 120 children (Two Birds Child Care Center); located at 1100 N. Glebe Road (RPC# 14-013-049).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for the operation of a child care center for up to 120 children subject to all previously approved and revised conditions and with a County Board review in one (1) year (July 2027).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The approved Use Permit conditions read as follows:

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations.

Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.

2. The applicant agrees that the hours of operation for the child care operation subject to this use permit (UPER25-00003) shall be Monday through Friday from 8:00 a.m. until 6:00 p.m. The applicant further agrees that the maximum permitted enrollment shall be 120 children, or such other number as determined by the Department of Human Services Child Care Office, which may be fewer than the maximum noted above.

3. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to this childcare center. The name, telephone number, and electronic mail address (if available) of the liaison shall be submitted by the applicant to the Zoning Administrator and the Bluemont Civic Association, Ballston-Virginia Square Civic Association, Waycroft Woodlawn Civic Association, and the Arlington County Police Department prior to issuance of the certificate of occupancy for the child care center subject to this use permit (~~UPER25-000020~~ UPER25-00003).

4. The applicant agrees to submit a Parking Management Plan and obtain approval of such plan from the County Manager or his/her/their designee prior to the issuance of a Certificate of Occupancy for the child care use subject to this use permit (UPER25 00003). The Parking Management Plan shall follow the Guidelines and Minimum Acceptance Criteria for the Preparation and Submission of Center-Based Child Care Parking Management Plans dated January 4, 2023, or subsequent version, with the purpose of such plan to depict the locations of parking spaces on-site and to detail pick up and drop-off procedures for the child care facility. The applicant shall provide a minimum of 12 parking spaces on the surface lot available for use by the child care facility subject to this use permit (UPER25-00003) during its operational hours with additional overflow parking in the parking garage for staff and the parents and caregivers of the students of the child care center during operational hours. Any change in the location of the parking spaces or the timing of pick up and drop off shall first be approved by the County Manager or his/her/their designee in the form of an amendment to Parking Management Plan. The applicant further agrees to inform all parents and/or caregivers of enrolled students in the child care subject to this use permit (UPER25 00003) of the appropriate parking locations on-site and pick-up and drop-off procedures.

5. The applicant agrees to subscribe to the Arlington Alert System prior to issuance of the Certificate of Occupancy for the use allowed by this use permit (UPER25-00003).

#13 - Board Report (Final)

#13 - Item Attachment - LOCATION MAP

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14. UPER26-00016 Use Permit for live entertainment at Wagamama; located at 2950 Clarendon Blvd. (RPC# 18-014-004, and -005).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the use permit for live entertainment at Wagamama, subject to the proposed conditions of the staff report and with a County Board review in 10 months (May 2027).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The approved Use Permit conditions read as follows:

1. This use permit for live entertainment (UPER26-00016) was approved by the County Board on July 18, 2026, and is applicable for the establishment located at 2950 Clarendon Boulevard.

2. The applicant agrees that live entertainment is permitted only during the following days and times:

Days	Hours
Sunday – Thursday	6 P.M. – 9 P.M.
Friday – Saturday	7 P.M. – 10 P.M.

3. The applicant agrees to comply, by way of illustration and not limitation, with all applicable requirements of County Ordinances (i.e. Zoning Ordinance) and Codes (i.e. Noise Control Ordinance), and State statutes, including the laws and regulations enforced by the Community Health Protection Bureau, the Fire Marshal, the Police Department and the Virginia Alcohol Beverage Control Board (ABC).

4. The applicant agrees that on-site dedicated security shall be provided for the purpose of ensuring orderly conduct of patrons at any time when live performance bands or deejays are operating within the establishment. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only, and their presence shall be made visible to all patrons through identifiable clothing indicating their role as security.

5. The applicant agrees that under no circumstances shall live entertainment be permitted in a location outside of the establishment's building, which includes broadcasting live entertainment to outside speakers.

6. The applicant agrees that windows and doors shall remain closed, with the exception of allowing the passage of patrons and goods into and out of the establishment, and shall not be propped open during the operation of live entertainment.

7. The applicant agrees that no sound or audio or video entertainment, including but not limited to television or audio device playing of music and/or sports events, may be piped into by use of speakers, played, or projected so as to be visible or audible from the outdoor café area or rooftop area before 9 a.m. or after 11 p.m. on Fridays and Saturdays and before 9 a.m. or after 10 p.m. on Sundays through Thursdays.

8. The applicant agrees that all staff employed by the establishment who serve alcohol to customers shall have TIPS (Training for Intervention Procedures) certification (or equivalent training accepted by the Virginia Alcohol Beverage Control Board (ABC). The applicant agrees to keep a record of TIPS training certification for all employed restaurant staff, including all new staff, and submit this information to the County upon the County's request.

9. The applicant agrees to participate in all meetings of the Clarendon Live Entertainment Group to work through issues associated with the operation of live entertainment at the subject location, and as a whole within Clarendon. The applicant agrees to identify a representative with management authority or an ownership interest in the establishment who will attend all such meetings and to provide the name and contact information, with updates as necessary, to the County's Clarendon Live Entertainment Group staff liaison.

10. The applicant agrees to post signs in the windows of the establishment which inform patrons to respect the peace of residential neighborhoods, refrain from littering and/or loitering in the neighborhood, and to avoid parking in the residential neighborhoods.

11. The applicant agrees to utilize employees of the establishment, which may include security members, so that any patrons queuing outside of the establishment while waiting to enter during live entertainment events will remain in an orderly line for the purpose of not obstructing pedestrian passage of the sidewalk or vehicular movements in the travel ways.

12. The applicant agrees to make customers aware of the establishment's proximity to the Clarendon Metro Station, available parking for the establishment, and any special parking arrangements available for customers of the establishment through clearly recognizable postings inside of the establishment and on their website.

13. The applicant agrees to timely broom sweep and remove trash from the sidewalk (using non-motorized tools and methods), including the curbside gutter, in front of the establishment within one (1) hour of its closing for the evening, including any outdoor seating area, if applicable.

14. The applicant agrees to designate a representative of the establishment with management authority or an ownership interest in the establishment as a neighborhood liaison for the purpose of communicating with

nearby residents and neighbors to address concerns which may be related to the operation of the establishment's live entertainment. The applicant further agrees to the following:

a. That the onsite liaison shall be available during the hours of the business's operation to receive and respond to community concerns regarding issues related to the establishment's live entertainment operations.

b. That the name, telephone number, and email address of the neighborhood liaison shall be provided to the following:

i. The County's Clarendon Live Entertainment Group (CLEG) staff liaison.
ii. The Lyon Village Citizens' Association President
iii. The Lyon Park Citizen's Association President
iv. The Clarendon-Courthouse Civic Association President
v. The Ashton Heights Civic Association President
vi. The Clarendon Alliance Executive Director.

c. Promptly update the County's CLEG staff liaison and the community groups listed in this condition of any changes to the establishment's designated neighborhood liaison.

15. The applicant agrees to become a participating member of the Arlington Restaurant Initiative (ARI) within three (3) months of County Board approval.

16. The applicant agrees that in the event of a change of ownership of the establishment subject to this use permit, that the new ownership will provide updated information prior to the issuance of a Certificate of Occupancy for the new ownership of the establishment for the following conditions:

- #8: TIPS Training
- #9: CLEG Participation
- #14: Neighborhood Liaison
- #15: ARI Membership

17. The applicant agrees to either post a copy of these approved conditions in a visible location near the front door of the establishment or to make them immediately available for inspection upon request.

18. The applicant agrees that dancing is not a permitted use unless granted by the County Board by use permit amendment. Further, the applicant agrees that tables and chairs are not to be removed for the purposes of creating a dance floor or congregating area.

#14 - Board Report (Final)

#14 - Item Attachment - LOCATION MAP

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15. UPER26-00017 Use Permit for live entertainment at The Willow; located at 2424 Wilson Blvd. (RPC# 18-006-011).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the use permit for live entertainment (The Willow) located at 2424 Wilson Blvd., subject to the proposed conditions of the staff report and with a County Board review in one (1) year (July 2027).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The approved Use Permit conditions read as follows:

1. This use permit for live entertainment (UPER26-00017) was approved by the County Board on July 18, 2026, and is applicable for the establishment located at 2424 Wilson Boulevard.

2. The applicant agrees that live entertainment is permitted only during the following days and times:

Day	**Hours**
Monday	11 AM to 11 PM
Tuesday	11 AM to 11 PM
Wednesday	11 AM to 11 PM
Thursday	11 AM to 11 PM
Friday	11 AM to 1:30 AM
Saturday	11 AM to 1:30 AM
Sunday	11 AM to 11 PM

3. The applicant agrees to comply, by way of illustration and not limitation, with all applicable requirements of County Ordinances (i.e. Zoning Ordinance) and Codes (i.e. Noise Control Ordinance), and State statutes, including the laws and regulations enforced by the Community Health Protection Bureau, the Fire Marshal, the Police Department and the Virginia Alcohol Beverage Control Board (ABC).

4. The applicant agrees that on-site dedicated security shall be provided for the purpose of ensuring orderly conduct of patrons at any time when live performance bands, solo performers, comedians, karaoke, and open mic events are operating within the establishment. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only, and their presence shall be made visible to all patrons through identifiable clothing indicating their role as security.

5. The applicant agrees that under no circumstances shall live entertainment be permitted in areas outside of the enclosed portion of the establishment, i.e., unenclosed portions of the rooftop.

6. The applicant agrees that under no circumstances shall dancing activities be permitted, unless approved by the Chief Building Official.

7. The applicant agrees that windows and doors shall remain closed, with the exception of allowing the passage of patrons and goods into and out of the establishment and shall not be propped open during the operation of live entertainment.

8. The applicant agrees that no sound or audio or video entertainment, including but not limited to television or audio device playing of music and/or sports events, may be piped into by use of speakers, played, or projected so as to be visible or audible from the unenclosed portion of the rooftop area before 9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.

9. The applicant agrees that during live entertainment performances, the unenclosed portion of the rooftop will be used for outdoor dining only. The applicant further agrees that during live entertainment events the patio seating in the unenclosed portion of the rooftop will not be reconfigured to add/remove and/or relocate tables and chairs in the unenclosed portion of the rooftop.

10. The applicant agrees that all staff employed by the establishment who serve alcohol to customers shall have TIPS (Training for Intervention Procedures) certification (or equivalent training accepted by the Virginia Alcohol Beverage Control Board (ABC). The applicant agrees to keep a record of TIPS training certification for all employed restaurant staff, including all new staff, and submit this information to the County upon the County's request.

11. The applicant agrees to post signs in the windows of the establishment which inform patrons to respect the peace of residential neighborhoods, refrain from littering and/or loitering in the neighborhood, and to avoid parking in the residential neighborhoods.

12. The applicant agrees to utilize employees of the establishment, which may include security members, so that any patrons queuing outside of the establishment while waiting to enter during Live Entertainment Events will remain in an orderly line for the purpose of not obstructing pedestrian passage of the sidewalk or vehicular movements in the travel ways.

13. The applicant agrees to make customers aware of the establishment's proximity to the Clarendon and Court House Metro Stations, available parking for the establishment, and any special parking arrangements available for customers of the establishment through clearly recognizable postings inside of the establishment and on their website.

14. The applicant agrees to timely broom sweep and remove trash from the sidewalk (using non-motorized tools and methods) in front of the establishment along Wilson Boulevard and along the alley in the rear of the building within one (1) hour of its closing for the evening.

15. The applicant agrees to designate a representative of the establishment with management authority or an ownership interest in the establishment as a neighborhood liaison for the purpose of communicating with nearby residents and neighbors to address concerns which may be related to the operation of the establishment's live entertainment The applicant agrees to the following:

    - That the onsite liaison shall be available during the hours of the business's operation to receive and respond to community concerns regarding issues related to the establishment's live entertainment and dancing operations.
    - That the name, telephone number, and email address of the neighborhood liaison shall be provided to the following:
        i. The Clarendon-Courthouse Civic Association President
        ii. The Lyon Village Citizen's Association President
        iii. The Arlington County Zoning Administrator
    - Promptly update the community groups listed in this condition of any changes to the establishment's designated neighborhood liaison.

16. The applicant agrees to become a participating member of the Arlington Restaurant Initiative (ARI) within three (3) months of County Board approval of this use permit on July 18, 2026.

17. The applicant agrees to either post a copy of these approved conditions in a visible location near the front door of the establishment or to make them immediately available for inspection by County staff upon request.

#15 - Board Report (Final)

#15 - Item Attachment - CITIZEN ASSOCIATION LETTER

#15 - Item Attachment - LVCA LETTER

#15 - Item Attachment - LOCATION MAP

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16. Assignment and assumption of lease and consent between Subway Realty of Richmond, Inc. as assignor, RAS Subway, Inc. as assignee, and the County Board of Arlington County, Virginia as landlord with respect to premises located at 1435 North Courthouse Road, Arlington, Va. (RPC No. 17-015-006).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the assignment and assumption of lease and consent between Subway Realty of Richmond, Inc. as assignor, RAS Subway, Inc. as assignee, and the County Board of Arlington County, Virginia as landlord with respect to premises located at 1435 North Courthouse Road, Arlington, Va. (RPC No. 17-015-006). In addition, the Board authorized the Real Estate Bureau Chief,

Department of Environmental Services, or his designee to execute the assignment and assumption of lease and consent and any related documents on behalf of the County Board, subject to approval as to form by the County Attorney.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#16 - Board Report (Final)

#16 - Item Attachment - ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

#16 - Item Attachment - VICINITY MAPS

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17. County Board policy governing electronic participation in meetings.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board readopted the policy governing electronic participation in meetings for calendar year 2026.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Policy reads as follows:

POLICY GOVERNING ELECTRONIC PARTICIPATION IN MEETINGS

Occasions may arise when a member of the County Board is unable to be physically present at the meeting. Under certain circumstances, Virginia law permits members to participate in meetings through electronic means such as telephone and video conferencing. The law limits the instances in which this may occur, prescribes procedures that must be followed when a member participates in a meeting through electronic means, and requires that a written policy governing such participation be adopted annually. This Policy, as hereafter set forth, sets forth the instances when a member may participate in a meeting electronically and the procedures that apply.

Circumstances When Electronic Participation Is Permitted

A County Board member may participate in a meeting through electronic means from a remote location not open to the public under the following circumstances:

1. a. A member shall notify the chair on or before the day of the meeting that such member is unable to attend the meeting due to an emergency or personal matter, and shall identify with specificity the nature of the emergency or personal matter. The County Board shall record in its minutes the specific nature of the emergency or personal matter and a general description of the remote location from which the member participated. If the member's participation from a remote location is disapproved because such participation would violate the provisions of this Policy, such disapproval shall be recorded in the minutes.

b. Such participation by the member shall be limited each calendar year to two meetings or 25 percent of the meetings of the County Board held per calendar year rounded up to the next whole number, whichever is greater.

2. A member may notify the chair that such member is unable to attend a meeting due to:

(a) a temporary or permanent disability or other medical condition that prevents the member's physical attendance;

(b) a family member's medical condition that requires the member to provide care for such family member; or

(c) the member is a caregiver as defined by VA. CODE § 2.2-3701, as amended, who must provide care for a person with a disability at the time the public meeting is being held;

thereby preventing the member's physical attendance. The County Board shall record this fact and a general description of the remote location from which the member participated in its minutes.

Procedural Requirements

Participation by a member of the County Board as authorized above shall be only under the following conditions:

1. A quorum of the County Board is physically assembled at the primary or central meeting location.

2. The County Board makes arrangements for the voice of the member who is participating remotely to be heard by all persons at the primary or central meeting location.

3. This Policy shall be applied strictly and uniformly, without exception, to all members and without regard to the identity of the member requesting to participate remotely or the matters that will be considered or voted on at the meeting.

Application to Board Appointed Commissions and Advisory Bodies

The Board hereby adopts this policy on behalf of its appointed commissions and advisory bodies. However, to the extent a commission or advisory board has or adopts its own electronic meeting policy, that specific policy shall supersede this general policy as it relates to that commission or advisory body.

COUNTY BOARD GUIDELINES
FOR POLICY GOVERNING ELECTRONIC PARTICIPATION IN MEETINGS

The determination of whether requests by members to participate in County Board meetings from remote locations complies with the County's Policy Governing Electronic Participation in Meetings ("Policy") shall be made by the County Board Chair subject to final approval by the County Board. The following guidelines shall be used by the Chair and the County Board in considering and acting upon requests:

1. Notification of the request to participate electronically shall be provided by the member seeking to participate remotely to the Chair at the earliest practicable time not later than one hour before the meeting start time. It may be provided verbally but should be followed up in writing as soon as possible.

2. The member may participate in the meeting, including work sessions and closed sessions, using all available electronic means including telephone and video conferencing provided the member participating remotely can be heard by all those in attendance at the location of the meeting. In the event that the means used for participation in the meeting, or other circumstances at the remote location, are disruptive to the meeting, the Chair, subject to County Board approval, may deny or withdraw the approval to participate remotely, including during the meeting. While not required, the member participating remotely is encouraged to view the meeting via television or the internet to the extent it is available.

3. For purposes of the Policy, the term "emergency" shall have its common meaning including dictionary definitions defining the term as: "a dangerous or serious situation, such as an accident, that happens suddenly or unexpectedly and needs immediate action." (Cambridge online dictionary).

4. For purposes of the Policy, a personal matter includes circumstances that prevent a member from physically attending a meeting including personal and business travel.

5. For purposes of the Policy, a temporary or permanent disability and a medical condition that prevents physical attendance at the meeting should be evident based on the nature of the disability or the condition.

6. The member requesting to participate electronically shall provide sufficient specificity as to the nature of the emergency or personal matter as is necessary for the Chair, and the County Board, to determine whether the circumstances warrant remote participation.

7. Medical verification of a medical condition or physical disability shall not be required.

8. More than one member may participate electronically at same meeting as long as a quorum of the Board is physically present at the meeting location.

9. Remote participation shall be permitted only under circumstances where all attendees at the regular meeting location, including the public, can, at a minimum, hear and possibly see the remote member.

10. The Clerk to the County Board shall be responsible for documenting in the minutes the request to participate electronically, the reasons why it is necessary, a general description the remote location from which the member participated electronically, and the Board's approval or disapproval.

    The Clerk to the County Board shall be responsible for recordkeeping and informing Board members to ensure a member does not participate electronically for more than the number of meetings allowed by the Policy.

#17 - Board Report (Final)

#17 - Item Attachment - DRAFT POLICY

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18. Ordinance to amend and reenact a noncodified ordinance titled "Arlington Transit Transportation System and Specialized Transit for Arlington Residents Passenger Fare Schedule" to correct fare amounts for the (a) one-way base fare for senior citizens and persons with disabilities, upon presentation of valid WMATA ID or Medicare card and (b) one-way base fare for students with a valid Arlington School ID.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted an ordinance (Attachment A of the staff report) to amend and reenact a noncodified ordinance titled "Arlington Transit Transportation System and Specialized Transit for Arlington Residents Passenger Fare Schedule" to correct fare amounts for the (a) one-way base fare for senior citizens and persons with disabilities, upon presentation of valid WMATA ID or Medicare card and (b) one-way base fare for students with a valid Arlington School ID.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Ordinance reads as follows:

ORDINANCE TO AMEND AND REENACT A NONCODIFIED ORDINANCE TITLED "ARLINGTON TRANSIT TRANSPORTATION SYSTEM AND SPECIALIZED TRANSIT FOR ARLINGTON RESIDENTS PASSENGER FARE SCHEDULE" TO CORRECT: (A) ONE-WAY BASE FARE FOR SENIOR CITIZENS AND PERSONS WITH DISABILITIES, UPON PRESENTATION OF VALID WMATA ID OR MEDICARE CARD AND (B) ONE-WAY BASE FARE FOR STUDENTS WITH A VALID ARLINGTON SCHOOL ID

BE IT ORDAINED, by the County Board of Arlington County, Virginia, that the noncodified ordinance titled "Arlington Transit Transportation System and Specialized Transit for Arlington Residents Passenger Fare Schedule" is amended and reenacted as follows:

ARLINGTON COUNTY, VIRGINIA

ARLINGTON TRANSIT TRANSPORTATION SYSTEM AND SPECIALIZED TRANSIT FOR ARLINGTON RESIDENTS PASSENGER FARE SCHEDULE

The following fares are effective July 1, 2026:

ARLINGTON TRANSIT ("ART") PASSENGER FARE SCHEDULE

One-way base fare-cash/token and SmarTrip Card.....	$2.25
One-way discounted fare with a SmarTrip Card after transferring fromMetrorail...	0.00
One-way base fare upon presentation of valid Virginia Hospital Center-Arlington employees with hospital ID.....	Free
One-way base fare for senior citizens and persons with disabilities, upon presentation of valid WMATA ID or Medicare card.....	~~$1.15~~ $1.10
One-way base fare for persons with disabilities and their personal care attendant, upon presentation of a valid WMATA MetroAccess card.....	$0.00
One-way base fare for students with a valid Arlington school ID.....	~~$1.15~~ $1.10
One-way base fare for students with valid iRide SmarTrip card.....	$0.00
One-way base fare for Metro Lift participants using a SmarTrip card which contains the Metro Lift pass product.....	$1.10

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SPECIALIZED TRANSIT FOR ARLINGTON RESIDENTS ("STAR") PASSENGER FARE SCHEDULE

Zone 1.....	$4.50
Zone 2.....	$6.20
Zone 3.....	$10.70

#18 - Board Report (Final)

#18 - Item Attachment - ATTACHMENT A - ORDINANCE

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19. Resolution of support for Fairfax County Water Authority's ("Fairfax Water") proposed replacement of the Willston elevated storage tank.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the resolution of support (attached to the staff report) for Fairfax Water's proposed replacement of the existing Willston elevated storage tank with a new 1-million-gallon elevated water storage tank, as set forth in Attachment A of the staff report.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Resolution reads as follows:

RESOLUTION OF SUPPORT FOR FAIRFAX COUNTY WATER AUTHORITY'S ("FAIRFAX WATER") PROPOSED REPLACEMENT OF THE WILLSTON ELEVATED STORAGE TANK

WHEREAS, Fairfax Water is proposing to replace the existing Willston Elevated Storage Tank, located in Fairfax County, with a new 1-million-gallon elevated water storage tank; and

WHEREAS, a portion of the Willston pressure zone is geographically located in Arlington County and includes Arlington County customers served through the existing Exchange Water Service and Payment Agreement for Cross-Jurisdictional Customers between Arlington County and Fairfax Water; and

WHEREAS, Fairfax Water has stated that the proposed replacement tank is intended to improve water storage capacity, system reliability, fire flow capacity, and emergency resiliency within the service area; and

WHEREAS, Fairfax Water is seeking approval of a Special Exception application by Fairfax County for the proposed project and has requested Arlington County's support as part of that process.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Arlington County, Virginia, ("County Board") that the County Board hereby supports Fairfax Water's proposed replacement of the existing Willston Elevated Storage Tank with a new 1-million-gallon elevated water storage tank, as described in Fairfax County Special Exception Application SE-2025-MA-00043.

ADOPTED this 18th day of July 2026.

#19 - Board Report (Final)

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20. Amended resolution specifying attorneys in the County Attorney's Office authorized to accept deeds conveying real estate to the County Board.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the amended resolution (attached to the staff report) regarding acceptance of deeds conveying real estate to the County Board.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Resolution reads as follows:

AMENDED RESOLUTION REGARDING ACCEPTANCE OF DEEDS CONVEYING REAL ESTATE TO THE COUNTY BOARD

WHEREAS, by an Amended Resolution Regarding Acceptance of Deeds Conveying Real Estate to the County Board (the "Resolution") adopted by the County Board on October 15, 2022, MinhChau Corr, County Attorney; Ryan Samuel, Deputy County Attorney; Jason L. McCandless, Assistant County Attorney; Susan D. Stout, Assistant County Attorney; Christine R. Sanders, Assistant County Attorney; Karen M. Grane, Assistant County Attorney; Kevin P. Black, Assistant County Attorney; Brenda Heffernan, Assistant County Attorney; Lauren Maxey, Assistant County Attorney; Virginia Sadler, Assistant County Attorney; Ann Golski, Assistant County Attorney; Wahaj Memon, Assistant County Attorney; Adrienne Fine, Assistant County Attorney; Adam Kurtz, Assistant County Attorney; and Whitney Davis, Assistant County Attorney, were authorized, during their tenures in those positions, to accept, on behalf of the County Board, deeds conveying real estate to the County Board; and

WHEREAS, personnel changes in the County Attorney's Office necessitate that the Resolution be amended.

NOW THEREFORE, BE IT RESOLVED, by the County Board of Arlington County, Virginia, that the Amended Resolution adopted by the County Board on October 15, 2022, be, and hereby is, amended to provide as follows: Ryan Samuel, County Attorney; Christine R. Sanders, Deputy County Attorney; Dahoud A. Askar, Deputy County Attorney; Jason L. McCandless, Assistant County Attorney; Susan D. Stout, Assistant County Attorney; Kevin P. Black, Assistant County Attorney; Brenda Heffernan, Assistant County Attorney; Lauren Maxey, Assistant County Attorney; Virginia Sadler, Assistant County Attorney; Ann Golski, Assistant County Attorney; Wahaj Memon, Assistant County Attorney; Adrienne Fine, Assistant County Attorney; Whitney Davis, Assistant County Attorney; Donnie Autry, Assistant County Attorney; and Molly Newton, Assistant County Attorney, are authorized to accept deeds on behalf of the County Board of Arlington County, Virginia conveying real estate to the County Board during such persons' tenure in their respective positions.

#20 - Board Report (Final)

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21. Deed of release of covenant to release the December 22, 1982, covenant on the property owned by Doorways for Women and Families, Inc. (Doorways) at 859 N. Lebanon St. with a condition that any proceeds received from the sale will be used to provide emergency shelter and counseling for persons in crisis situations in Arlington County, Virginia.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board:

1. Approved the deed of release of covenant, (attached to the staff report) to release the December 22, 1982, covenant on the property at 859 N. Lebanon St. with a condition that any proceeds received from the sale will be used to provide emergency shelter and counseling for persons in crisis situations in Arlington County, Va;

2. Authorized and directed the County Manager to execute, on behalf of the County Board, the deed of release of covenant (attached to the staff report) subject to approval as to final form by the County Attorney; and

3. Authorized the County Manager, with the concurrence of the County Attorney, to act as the County Board's representative in approving revisions to the Deed of Release of Covenant (attached to the staff report) that are necessary to remove any ambiguity or inconsistency or which improve the County's financial security or position, and which revisions do not adversely affect the County financially prior to the execution of the deed of release of covenant.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#21 - Board Report (Final)

#21 - Item Attachment - RELEASE OF COVENANT

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22. Award of contract to Shapiro & Duncan, Inc. to provide construction services for replacement of the air handler units at the Arlington Detention Facility, 1435 N. Courthouse Road, Arlington, Va.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the Award of contract resulting from Invitation to Bid (ITB) No. RFQ N1439 between the Arlington County Board and Shapiro & Duncan, Inc. to provide construction services for the Detention Facility Replacement of the Air Handler Units, located at 1435 N. Courthouse Road, in the amount of $6,808,000.00, plus a 15% contingency of $1,021,200.00, for a total contract authorization of $7,829,200.00. In addition, the Board authorized the Purchasing Agent to execute the contract, subject to legal review by the County Attorney.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#22 - Board Report (Final)

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23. Funding to proceed with four (4) new Neighborhood Complete Streets Capital Projects.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved advancing the following capital projects through the Neighborhood Complete Streets (NCS) program: (1) North Van Buren Street from 18th Street North to 19th Street North in the Arlington East Falls Church neighborhood; (2) North Tuckahoe Street from 18th

Street North to 19th Street North in the Arlington East Falls Church neighborhood; (3) 13th Street North from North Quincy Street to North Lincoln Street in the Ballston-Virginia Square neighborhood; and (4) Shirlington Road from South Glebe Road to 22nd Street South in the Green Valley neighborhood.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#23 - Board Report (Final)

#23 - Item Attachment - ATTACHMENT A

#23 - Item Attachment - LETTER FROM THE TRANSPORTATION COMMISSION

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24. Award of Contract to The LandTek Group LLC. to provide construction services for the Kenmore Fields Conversion located at 200 S. Carlin Springs Road.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of the contract resulting from Invitation to Bid No. RFQ N1448 to The LandTek Group LLC. to provide construction services for the Kenmore Fields Conversion Project at 200 S. Carlin Springs Road in the amount of $8,121,000.00, plus an allocation of $812,100.00 as a contingency (10%), for a total contract authorization of $8,933,100.00. In addition, the Board authorized the Purchasing Agent to execute the contract documents, subject to legal review by the County Attorney.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#24 - Board Report (Final)

#24 - Item Attachment - LETTERS FROM THE PUBLIC

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25. Commonwealth's Development Opportunity Fund (COF) grant of $800,000 to Innovative Defense Technologies, LLC (IDT), through Arlington County and the Industrial Development Authority of Arlington County, Virginia (the Authority), subject to the terms and conditions of the agreement among the County, the Authority, IDT, and the Virginia Economic Development Partnership (VEDP).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board:

1. Authorized the County Manager to sign the agreement (attached to the staff report) among the County, the Authority, IDT, and VEDP that outlines the terms and conditions of the COF grant (Agreement), subject to approval as to form by the County Attorney;

2. Authorized the acceptance of $800,000 from the COF, which will be transferred to the Authority and then to IDT, subject to the terms and conditions of the Agreement; and

3. Allocated the $800,000 received from the COF for inducing IDT to expand in Arlington at 4250 North Fairfax Drive, invest $19 million in capital expenditure, and create at least 210 new jobs in Arlington.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#25 - Board Report (Final)

#25 - Item Attachment - IDT COF PERFORMANCE AGREEMENT FINAL

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26. Congestion Mitigation and Air Quality Improvement (CMAQ) grant UPC 123990 from the Virginia Department of Transportation (VDOT); and authority to accept grant funds and execute the grant agreement with VDOT.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board (1) Accepted and executed, on behalf of the County Board, an agreement with VDOT for the utilization of CMAQ funds in the form attached to (the) Board Report as Attachment A, for a total amount of $118,776 and anything else necessary to effectuate the purposes of the agreement; (2) Accepted such funds granted to the County Board; and (3) appropriated $2,215 to FY 2027 in grant revenues from this VDOT agreement to the Department of Environmental Services for Transportation Resources for Arlington County (TRAC) as follows: (a) $1,772 (101.4021004.471201.00000.EVDOT.VCEO) and (b) $443 (101.4021004.461101.00000.EVDOT.VCEO).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#26 - Board Report (Final)

#26 - Item Attachment - AGREEMENT ATTACHMENT A

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27. This item was removed

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28. This item was removed

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29. Agreement of sale between Louis D. Simonen, as seller, and the County Board of Arlington County, Virginia, as purchaser, for the purchase of the property located at 5858 14th St. N., Arlington, Va., RPC No. 10-035-076, for stormwater mitigation purposes.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the agreement of sale between Louis D. Simonen, as seller, and the County Board of Arlington County, Virginia, as purchaser, for the purchase of the property located at 5858 14th St. N., Arlington, Va., RPC No. 10-035-076. In addition, the Board authorized the Real Estate Bureau Chief, or his designee, to execute the agreement of sale, post-settlement occupancy agreement, and all related documents necessary for the acquisition of the Property, subject to approval as to form of all documents by the County Attorney.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#29 - Board Report (Final)

#29 - Item Attachment - ATTACHMENT 1 - AGREEMENT OF SALE

#29 - Item Attachment - ATTACHMENT 2 - VICINITY MAPS

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30. Deed of temporary easement and construction agreement from Zachary Kearse to the County Board of Arlington County, Virginia, for a temporary easement on a portion of the property located at 520 S. Carlin

Springs Road, Arlington, Va., RPC No. 21-034-009, for the Carlin Springs Road Pedestrian Improvements Project.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board accepted the deed of temporary easement and construction agreement from Zachary Kearse to the County Board of Arlington County, Virginia, for a temporary easement on a portion of the property located at 520 S. Carlin Springs Road, Arlington, Va., RPC No. 21-034-009, for the Carlin Springs Road Pedestrian Improvements Project. In addition, the Board authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept the deed of temporary easement, attached (to the staff report) as Attachment 1, on behalf of the County Board, subject to approval as to form by the County Attorney.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#30 - Board Report (Final)

#30 - Item Attachment - TEMPORARY EASEMENT 520 S CARLIN SPRINGS RD

#30 - Item Attachment - VICINITY MAPS 520 S CARLIN SPRINGS RD

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31. Request to authorize advertisement of public hearings by the Planning Commission and County Board no sooner than the October 5, 2026 and October 17, 2026, meeting dates, respectively, to consider proposed amendments to Articles 4, 5, 6, 7, 8, 11, 12, 15, 17, and 18, and Appendix B (Columbia Pike Neighborhoods Form Based Code of the Arlington County Zoning Ordinance (ACZO) to update zoning requirements for telecommunications facilities; payment of delinquent taxes, fees, and other charges as a condition of land use authorization; and civil penalties regulations; to ensure consistency with, and where applicable implement provisions authorized by, the Code of Virginia.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the resolution (attachment 1 of the staff report) to authorize advertisement of public hearings by the Planning Commission and County Board no sooner than the October 5, 2026 and October 17, 2026, meeting dates, respectively, to consider proposed amendments to Articles 4, 5, 6, 7, 8, 11, 12, 15, 17, and 18, and Appendix B (Columbia Pike Neighborhoods Form Based Code of the Arlington County Zoning Ordinance (ACZO) to update zoning requirements for telecommunications facilities; payment of delinquent taxes, fees, and other charges as a condition of land use authorization; and civil penalties regulations; to ensure consistency with, and where applicable implement provisions authorized by, the Code of Virginia.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Resolution reads as follows:

RESOLUTION TO INITIATE AND CONSIDER ZONING TEXT AMENDMENTS AND TO AUTHORIZE ADVERTISEMENT OF PUBLIC HEARINGS BY THE PLANNING COMMISSION AND THE COUNTY BOARD NO SOONER THAN ON OCTOBER 5, 2026, AND OCTOBER 17, 2026, MEETING DATES, RESPECTIVELY TO CONSIDER PROPOSED AMENDMENTS TO ARTICLES 4, 5, 6, 7, 8, 11, 12, 15, 17, 18, AND APPENDIX B (COLUMBIA PIKE NEIGHBORHOODS FORM BASED CODE) OF THE ARLINGTON COUNTY ZONING ORDINANCE TO UPDATE ZONING REQUIREMENTS A) MANDATED BY THE GENERAL ASSEMBLY FOR TELECOMMUNICATIONS FACILITIES; B) FOR PAYMENT OF DELINQUENT TAXES, FEES, AND OTHER CHARGES AS A CONDITION OF LAND USE AUTHORIZATION; AND C) FOR CIVIL PENALTIES REGULATIONS AS SHOWN IN ATTACHMENTS 2 AND 3 TO ENSURE CONSISTENCY WITH, AND WHERE APPLICABLE IMPLEMENT PROVISIONS AUTHORIZED BY, THE CODE OF VIRGINIA; AND TO FACILITATE THE CREATION OF A CONVENIENT, ATTRACTIVE AND HARMONIOUS COMMUNITY; AND FOR OTHER REASONS REQUIRED BY THE PUBLIC NECESSITY, CONVENIENCE AND GENERAL WELFARE, AND GOOD ZONING PRACTICE.

The County Board of Arlington County hereby intends and resolves to initiate zoning text amendments and to authorize advertisement of the amendments set forth in Attachment 2 and Attachment 3 for public hearings by the Planning Commission and the County Board no sooner than on the October 5, 2026 and October 17, 2026, meeting dates, respectively, to consider proposed amendments to Articles 4, 5, 6, 7, 8, 11, 12, 15, 17, 18, and Appendix B (Columbia Pike Neighborhoods Form Based Code) of the Arlington County Zoning Ordinance to update zoning requirements A) mandated by the General Assembly for telecommunications facilities; B) for payment of delinquent taxes, fees, and other charges as a condition of land use authorization; and c) for civil penalties regulations as shown in Attachments 2 and 3 to ensure consistency with, and where applicable implement provisions authorized by, the Code of Virginia; and to facilitate the creation of a convenient, attractive and harmonious community; and for other reasons required by the public necessity, convenience and general welfare, and good zoning practice.

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#31 - Board Report (Final)

#31 - Item Attachment - ATTACHMENT 1 - RESOLUTION TO AUTHORIZE

#31 - Item Attachment - ATTACHMENT 2 - ZONING ORDINANCE AMENDMENTS

#31 - Item Attachment - ATTACHMENT 3 - COLUMBIA PIKE FORM BASED CODE AMENDMENTS

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32. Request to advertise public hearings for the Planning Commission and the County Board to consider an amendment to the General Land Use Plan (GLUP) from "Service Commercial" to "Low" Office-Apartment-Hotel for an area located at 4500 Langston Blvd. (RPC #07-002-011, 012 and -013), at future dates concurrent with consideration of an associated site plan application, the Kensington Elder Care Facility (SPLN25-00005, SP #81).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the resolution (Attachment 1 of the staff report) to authorize advertisement of public hearings by the Planning Commission and County Board, to future dates concurrent with consideration of the Kensington Elder Care Facility site plan and rezoning applications (SPLN25-00005, SP #81, REZN25-00004), to consider and resolve to amend the GLUP from "Service Commercial" to "Low" Office-Apartment-Hotel for an area located at 4500 Langston Blvd. (RPC #07-002-011, -012 and -013), as shown in Attachment 2 (of the staff report).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Resolution reads as follows:

RESOLUTION TO AUTHORIZE ADVERTISEMENT OF PUBLIC HEARINGS BY THE PLANNING COMMISSION AND THE COUNTY BOARD FOR DATES CONCURRENT WITH HEARINGS ON THE KENSINGTON ELDER CARE FACILITY SITE PLAN AND REZONING APPLICATIONS (SPLN25-00005, SP #81, REZN25-00004) TO CONSIDER AND RESOLVE TO AMEND THE GENERAL LAND USE PLAN FROM "SERVICE COMMERCIAL" TO "LOW" OFFICE-APARTMENT-HOTEL FOR AN AREA LOCATED AT 4500 LANGSTON BOULEVARD. (RPC #07-002-011, -012 and -013), AS SHOWN IN ATTACHMENT 2.

The County Board of Arlington authorizes the advertisement of public hearings by the Planning Commission and County Board for dates concurrent with hearings on the Kensington Elder Care Facility site plan and rezoning applications (SPLN25-00005, SP #81, REZN25-00004) to consider and resolve to amend the General Land Use Plan from "Service Commercial" to "Low" Office-Apartment-Hotel for an area located at 4500 Langston Boulevard (RPC #07-002-011,
-012 and -013*), as shown in Attachment 2.*

#32 - Board Report (Final)

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33. Request to advertise the presentation of a five-year Vision Zero Action Plan Update (2026-2030) identifying a path toward eliminating all transportation related fatalities and severe injuries, while ensuring safe, healthy, equitable mobility for all.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted a resolution (Attachment A of the staff report) authorizing the advertisement of a public hearing no sooner than the September, 2026, County Board Meeting to consider adoption of a Vision Zero Action Plan Update (2026-2030).

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

The adopted Resolution reads as follows:

RESOLUTION TO AUTHORIZE ADVERTISEMENT OF A PUBLIC HEARING NO SOONER THAN THE SEPTEMBER, 2026, COUNTY BOARD MEETING TO CONSIDER ADOPTION OF A VISION ZERO ACTION PLAN UPDATE (2026-2030)

The County Board of Arlington County, Virginia, hereby resolves that the following item shall be advertised for a public hearing no sooner than the September, 2026, County Board meeting to consider the following:

Adoption of a Vision Zero Action Plan Update (2026-2030), as follows:

[Vision Zero Action Plan Update is attached hereto as Exhibit A]

#33 - Board Report (Final)

#33 - Item Attachment - ATTACHMENT A - VISION ZERO PLAN UPDATE RTA

#33 - Item Attachment - EXHIBIT A - VISION ZERO PLAN UPDATE

#33 - Item Attachment - LETTER FROM THE TRANSPORTATION COMMISSION

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34. Request for the County Board to approve the Amended and Restated Arlington County Affordable Housing Financing Commitment Letter for the Rehabilitation and Renovation of the Barcroft Apartments Fifth Renovation Phase (RB 3) to 1100 S Thomas Street Owner, LLC, an affiliate of Jair Lynch Real Estate Partners (JLREP).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the Amended and Restated Arlington County Affordable Housing Financing Commitment Letter for the Rehabilitation and Renovation of the Barcroft Apartments Fifth Renovation Phase (RB 3) (the "Amended Financing Commitment Letter", attached to the staff report) to 1100 S Thomas Street Owner, LLC, to assist with the rehabilitation of the RB 3 phase of Barcroft, subject to approval as to final form by the County Attorney (Attachment 1 of the staff report). The Board further authorized and directed the County Manager to execute, on behalf of the County Board, the Amended Financing Commitment Letter, subject to approval as to final form by the County Attorney. In addition, the Board (3) Authorized and directed the County Manager, with the concurrence of the County Attorney, to act as the County Board's representative in approving revisions to the Amended Financing Commitment Letter (attached to the staff report) that are necessary to remove any ambiguity or inconsistency or which improve the County Board's financial security or financial position, and which revisions do not adversely affect the County financially, prior to or after execution of the Amended Financing Commitment Letter.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#34 - Board Report (Final)

#34 - Item Attachment - RB 3 AMENDED AND RESTATED FINANCING COMMITMENT LETTER

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35. Minutes

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the minutes of the October 2025 and January and February 2026 Regular and Recessed Meetings, as well as the minutes of the April – July 2026 Closed Session Meetings.

The motion was 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 – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Absent.

#35 - Board Report (Final)

#35 - Item Attachment - OCTOBER 2025 AND JANUARY-FEBRUARY 2026 REGULAR AND RECESSED COUNTY BOARD MEETINGS

#35 - Item Attachment - APRIL-JULY 2026 COUNTY BOARD CLOSED SESSION MEETINGS

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III REGULAR AGENDA ITEMS

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36. 1401 Wilson Blvd. & 1400 Key Blvd.

A. SPLA26-00001 Site Plan Amendment (SP #429) to construct a mixed-use development consisting of two residential towers with up to 9.94 FAR, including 887,232 sf of residential gross floor area and 28,908 square feet (sq. ft.) of retail gross floor area (GFA), with modifications for additional density, percentage of compact parking, required residential loading spaces, density exclusions, and other modifications necessary to achieve the proposed development; located at 1401 Wilson Blvd. and 1400 Key Blvd. (RPC #16-035-001, -002).

B. Ordinance to vacate: (1) a portion of North Nash Street at its intersection with Wilson Boulevard abutting Pt. Lot 13 and Lot 14, Subdivision of lots east of "A" and "B", Colonial Heights; and (2) portions of existing easements for public street and utilities purposes on Lots 1, 10, 11, 12 and 14 and part of Lots 6, 8, 9 and 13 subdivision of lots east of "A" and "B", Colonial Heights, subject to a restrictive covenant with conditions.

After a duly advertised public hearing, at which there were speakers, a motion was made by MAUREEN COFFEY, Vice-Chair, seconded by JULIUS D. "JD" SPAIN, SR., Member, to adopt the site plan amendment (SPLA26-00001) (SP #429) ordinance attached to the Board report dated July 13, 2026, namely to permit the construction of a mixed-use development consisting of two residential towers with up to 9.94 FAR, including 887,232 sf of residential gross floor area and 28,908 sf of retail gross floor area, with modifications for additional density, percentage of compact parking, required residential loading spaces, density exclusions, and other modifications necessary to achieve the proposed development located at 1401 Wilson Boulevard and 1400 Key Boulevard.

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.

A motion was then made by MAUREEN COFFEY, Vice-Chair, seconded by JULIUS D. "JD" SPAIN, SR., Member, to adopt the Ordinance To Vacate attached to the Board report dated July 10, 2026, namely to vacate (1) A Portion of North Nash Street at its Intersection with Wilson Boulevard Abutting Pt. Lot 13 and Lot 14, Subdivision of Lots East of "A" and "B", Colonial Heights; and (2) Portions of Existing Easements for Public Street and Utilities Purposes on Lots 1, 10, 11, 12 and 14 and Part of Lots 6, 8, 9 and 13 Subdivision of Lots East of "A" and "B", Colonial Heights, subject to a restrictive covenant with Conditions. Further, to authorize the Real Estate Bureau Chief or his designee, to execute, on behalf of the County Board, the Deed of Vacation and Restrictive Covenant and any other documents necessary to effectuate the Ordinance of Vacation, 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 adopted Site Plan Amendment Ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA26-00001) (SP #429)

WHEREAS, an application for a Site Plan Amendment dated January 21, 2026, for SPLA26-00001 (SP #429), was filed with the Office of the Zoning Administrator; and

WHEREAS, the Planning Commission held a duly advertised public hearing on the Site Plan Amendment on July 6, 2026, and recommended that the County Board approve it; and

WHEREAS, as indicated in the Staff Report prepared for the July 18, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board adopt the Site Plan Amendment as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on July 18, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Allow additional density above 4.8 FAR residential and 3.8 FAR retail and service commercial (ACZO §7.15.4.A);**
    - **Increase the compact parking percentage to up to 34% (ACZO §14.3.3.F);**
    - **Reduce the residential loading space requirement to 3 loading spaces (ACZO §14.3.8.B);**
    - **Exclude 25,405 sf of gross floor area dedicated to below-grade mechanical space, above-grade vertical shafts, and rooftop mechanical rooms that service the whole building; and**
    - **Other modifications necessary to achieve the proposed development project.**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated January 21, 2026, for SPLA26-00001 (SP #429), and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition 1 below and dated May 22, 2026,

(which drawings, etc… are hereafter collectively referred to as "Revised Site Plan Amendment Application"), for a Site Plan Amendment to construct a mixed-use development with up to 9.94 FAR, including 887,232 sf of residential gross floor area and 28,908 sf of retail gross floor area, with modifications of zoning ordinance requirements described above, for the parcel of real property known as RPC #16-035-001, -002 located at 1401 Wilson Boulevard and 1400 Key Boulevard, approval is granted and the parcels so described shall be used according to the conditions of this Site Plan Amendment Ordinance provided below.

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 term "Wilson Tower" shall refer to the building located in the southern portion of the subject site, located at 1401 Wilson Boulevard. The term "Key Tower" shall refer to the building located in the northern portion of the subject site, located at 1400 Key Boulevard.

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 22, 2026 and reviewed and approved by the County Board as part of the Site Plan approval (as used in these conditions, the term "Site Plan" shall refer to the approved special exception SP #429) and made a part of the public record on July 18, 2026, 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 31, 2029 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 for the first building.

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 <u>for the first phase of development</u>)** The Developer agrees that any replacement trees that cannot be accommodated on site shall be provided in a monetary amount to the Tree Canopy Fund prior to the issuance of the Final Building Permit <u>for the first phase of development</u>. The Developer agrees to make a contribution to the County's Tree Canopy Fund of at least $<u>4,000.00</u> 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 <u>for each phase of development</u>)** Before issuance of the Shell and Core Certificate of Occupancy <u>for each phase of development</u> – 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 find 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 Wilson Boulevard, North Oak Street, Key Boulevard, and North Nash Street 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. 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 Wilson Boulevard, North Oak Street, Key Boulevard, and North Nash Street.

3) The Developer agrees to: a) submit documentation to the Zoning Administrator that the Developer has provided each approved Construction Hauling Route Plan to the North Rosslyn and Radnor/Fort Myer Heights Civic Associations 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 North Rosslyn and Radnor/Fort Myer Heights Civic Associations, Turnberry Tower Condos, Key & Nash Condos, 1800 Oak Apartments, and the Arlington Temple United Methodist Church ~~and Homeowners 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 Historic Preservation Program staff ~~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. **Watergate Investigation County Historic Marker (Demolition and Land Disturbing Activity Permits)**
The Developer agrees to remove, temporarily store, and reinstall the County historic marker on North Nash Street commemorating the site's role in the Watergate investigation. The Developer further agrees to the following:

1. Prior to issuance of any Demolition or Land Disturbing Activity Permits, the Developer agrees to submit and obtain approval by the County Manager or his/her/their designee of a plan for the safe removal and temporary storage of the County historic marker.

2. Prior to commencement of any demolition or site clearance, the Developer agrees to remove and temporarily store the County historic marker.

3. Prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the last building, the Developer agrees to re-install the County historic marker in the same general location within the North Nash Street streetscape, as shown on the Final Landscape Plan.

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 last 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 the last 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 last 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 for the first phase of development)

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 Rosslyn metro/or other specified area in lieu of commissioning public art through the process set forth above, then the Developer agrees to notify the County Manager in

writing, and make the total financial contribution, prior to issuance of the Final Building Permit for the first phase of development. 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. For Development without Bonus Density:

1). **LEED Certification**. 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 ~~Silver~~ level using the LEED version 4 or 4.1 green building rating system or a more recent version as approved by the County Manager.

As part of the LEED Gold ~~Silver~~ certification, the Developer agrees to achieve the following:

- Electric vehicle charging stations for at least 5% of all parking spaces and electric vehicle ready infrastructure for at least 20% of all parking spaces
- At least 10% performance improvement for LEED version 4.1 EA credit Optimize Energy Performance, or
- At least 20% performance improvement for LEED version 4 EA credit Optimize Energy Performance/Annual Energy Use, or
- HERS index of 65 or lower if pursuing LEED version 4.1 Multifamily EA credit Optimize Energy Performance Option 3 HERS index rating

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

a. **(Shell & Core Certificate of Occupancy for each phase of development)** The Developer agrees that for residential~~/hotel~~ development:

(1) **ENERGY STAR appliances.** All of the following types of appliances, fixtures, and/or building components initially installed in residential~~/hotel~~ units in the project shall have earned the U.S. EPA's ENERGY STAR label (or an 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 shall submit to the County Manager or his/her/their designee 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 for each phase of development.

(2) **WaterSense fixtures.** All the following fixtures initially installed in 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 for each phase of development.

b. **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 shall 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 shall summarize the efforts to date of the inclusion of the sustainable elements within the project:

(1) Demolition and Land Disturbing Activity Permits
(2) Excavation, Sheeting & Shoring Permit
(3) Final Building Permit for each phase of development
(4) Shell and Core Certificate of Occupancy for each phase of development
(5) Partial Certificate of Occupancy for occupancy of any part of the last floor of space for each building
(6) Master Certificate of Occupancy

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

d. **LEED AP Verification (Partial Certificate of Occupancy for space on last floor of each building)** The Developer agrees to provide a verification letter by a 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 version 4 or 4.1 Gold ~~Silver~~ Certification or a more recent version as approved by the County Manager.

e. **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** For each phase of development, t~~T~~he Developer agrees to provide to the County a proportional share of the total amount of financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) ~~in the amount~~ of $916,140 [($1 per s.f.) x (916,140 s.f. building GFA)] 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 for the last building, the Developer will have received from the U.S. Green Building Council its LEED Gold ~~Silver~~ certification. The proportional share of the total amount shall be determined by the percentage of the total gross floor area of the project to be constructed in the respective phase pursuant to Condition #5. If the total number of LEED points earned by that date through certification is less than the number of points required to achieve the agreed upon LEED certification level, or if the Developer misses any "Arlington Priority" credits listed above, the Developer shall automatically forfeit a percentage of the financial security as follows:

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

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 Reporting (March 31st of year after issuance of Partial Certificate of Occupancy of last floor for the last building)** 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 for the last building. The Developer agrees to install energy monitoring equipment capable of tracking whole building energy use data.

3) All sustainable design elements and innovative technologies incorporated into the project for which the Developer earned points under the U.S. Green Building Council's LEED green building rating system shall remain as part of the Site Plan for the life of the Site Plan. No part of the LEED-related building elements for which LEED points were earned may be eliminated from the building unless the Developer obtains administrative change approval for such elimination. The Zoning Administrator may approve such change if the Zoning Administrator finds that the LEED points associated with the change are equivalent to or greater than the points for the eliminated elements.

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

B. **For Townhouse Development or Single-Family Dwellings: Green Home Choice (Final Building Permit)**
Intentionally omitted.

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

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 requirement 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, subterranean structures (such as parking garages or storm water detention facilities ~~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) North Nash Street and Key Boulevard
(2) North Oak Street and Key Boulevard

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. Construct approximately 625 linear feet of 12-inch water main in North Nash Street between Key Boulevard and Wilson Boulevard, with connections to the existing 12-inch water main in Wilson Boulevard and the existing 16-inch water main in Key Boulevard. Connections shall be reestablished to the existing remaining water services and appurtenances.

ii. Construct approximately 230 linear feet of 12-inch water main in Wilson Boulevard between North Oak Street and North Nash Street, with connections to the new 12-inch water main in North Oak Street and the new 12-inch water main in North Nash Street. Connections shall be reestablished to the existing remaining water services and appurtenances.

iii. Construct approximately 620 linear feet of 12-inch water main in North Oak Street connecting to the existing 6-inch (or new 8-inch by Arlington County) and the existing 16-inch water main in Key Boulevard, and the new 12-inch water main in Wilson Boulevard. Connections shall be reestablished to the existing remaining water services and appurtenances in North Oak Street, and the existing 12-inch water main in 18th Street North.

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. Reline approximately 300 linear feet of 8-inch sanitary sewer main in North Oak Street, between the 8-inch sanitary sewer in 18th Street North at structure #2133 and the 8-inch sanitary sewer main in Wilson Boulevard at structure #2105.

ii. Reline approximately 160 linear feet of 8-inch sanitary sewer main in Wilson Boulevard, between the 8-inch sanitary sewer main in North Oak at structure #2105 and structure #2104 in Wilson Boulevard at North Nash Street.

iii. Reline approximately 400 linear feet of 8-inch sanitary sewer main in North Nash Street, between structure #6647 and the 8-inch sanitary sewer main in Key Boulevard at structure #3346.

iv. Construct approximately 85 linear feet of 8-inch sanitary sewer main in North Nash Street from the proposed lateral to the existing 8-inch sanitary sewer main at structure #6647 in North Nash Street as approved on the Civil Engineering Plan.

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. Construct approximately 425-linear feet of new 15-inch storm sewer extending from the new storm catch basin proposed along Wilson Boulevard, extending down North Nash Street to connect to the existing 18-inch storm sewer in North Nash Street.

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

b. The Developer agrees that the County may TV-Inspect the storm sewer lines serving, or along the North Nash Street frontage of the site and shall identify any improvements that are necessary to adequately provide storm sewer service to the development. Upon such inspection, the Developer agrees to repair or replace any sections or appurtenances of the storm sewer serving, or along the North Nash Street frontage of the development that are found to be deficient or as shown on the approved final civil engineering plan.

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. Wilson Boulevard – Construct a street section of approximately 40' as shown on the Civil Engineering Plan approved by the County Manager. Construct Americans with Disabilities (ADA)-compliant ramps at the northeast corner (1 ramp) and southeast corner (1 ramp) of the intersection of the Wilson Boulevard and North Oak Street and provide a new crosswalk to support the eastern leg crossing. Construct an Americans with Disabilities (ADA)-compliant ramp at the northwest corner (1 ramp) of the intersection of Wilson Boulevard and North Nash Street and provide a new crosswalk to support the western leg crossing. Construct protected bicycle lane infrastructure on Wilson Boulevard between North Oak Street and North Nash Street that may include but shall not be limited to striping and markings, curb stops, bollards and channelization islands as shown on the Civil Engineering Plan approved by the County Manager.

ii. North Oak Street – Construct a street section of approximately 37-43' as shown on the Civil Engineering Plan approved by the County Manager. Construct curb extensions along North Oak Street to nub the parking lane on the east side of the street (development side) as shown on the Civil Engineering Plan approved by the County Manager. Construct an Americans with Disabilities (ADA)-compliant ramp at the northeast corner (1 ramp) of the intersection of the North Oak Street and Wilson Boulevard and provide a new crosswalk to support the northern leg crossing. Construct an Americans with Disabilities

(ADA)-compliant ramp at the southeast corner (1 ramp) of the intersection of the North Oak Street and 18th Street North and provide a new crosswalk to support the southern leg crossing. Construct Americans with Disabilities (ADA)-compliant ramps at the northeast corner (1 ramp) and at the northwest corner (1 ramp) of the intersection of the North Oak Street and 18th Street North and provide a new crosswalk to support the northern leg crossing. Construct an Americans with Disabilities (ADA)-compliant ramp at the southeast corner (1 ramp) of the intersection of the North Oak Street and Key Boulevard and provide a new crosswalk to support the southern leg crossing.

iii. Key Boulevard – Construct a street section of approximately 33-50' as shown on the Civil Engineering Plan approved by the County Manager. Construct a curb extension along Key Boulevard to nub the parking lane on the east side of the street (development side) as shown on the civil engineering plan approved by the County Manager. Construct an Americans with Disabilities (ADA)-compliant ramp at the southeast corner (1 ramp) of the intersection of the Key Boulevard and North Oak Street and provide a new crosswalk to support the eastern leg crossing. Construct Americans with Disabilities (ADA)-compliant ramps at the southwest corner (1 ramp) and at the northwest corner (1 ramp) of the intersection of the Key Boulevard and North Nash Street and provide a new crosswalk to support the western leg crossing. Construct protected bicycle lane infrastructure on Key Boulevard between North Oak Street and North Nash Street (south side of the street) that may include but shall not be limited to striping and markings, curb stops, bollards and channelization islands as shown on the Civil Engineering Plan approved by the County Manager.

iv. North Nash Street – Construct a street section of approximately 46-47' as shown on the Civil Engineering Plan approved by the County Manager. Along the Key Tower frontage of North Nash Street, approximately 140-feet, the street cross section, may be reduced to as low as 39' curb to curb, in order to support the provision of a raised sidewalk grade or intermediate grade bike lane as shown on the Civil Engineering Plan approved by the County Manager. Construct Americans with Disabilities (ADA)-compliant ramps at the northwest corner (1 ramp) and at the northeast corner (1 ramp) of the intersection of North Nash Street and Key Boulevard and provide a new crosswalk to support the northern leg crossing. Construct Americans with Disabilities (ADA)-compliant ramps at the southwest corner (1 ramp) and at the southeast corner (1 ramp) of the intersection of North Nash Street and Key Boulevard and provide a new crosswalk to support the southern leg crossing. Construct Americans with Disabilities (ADA)-compliant ramps at the northwest corner (1 ramp) and at the northeast corner (1 ramp) of the intersection of North Nash Street and Wilson Boulevard and provide a new crosswalk to support the northern leg crossing. Construct an Americans with Disabilities (ADA)-compliant ramp mid-block at the 18th Street corridor, on the west side of the street (1 ramp), to support a future crosswalk by others, to cross North Nash Street. Construct protected bicycle lane infrastructure on North Nash Street between Wilson Boulevard and Key Boulevard (both sides of the street) that may include but shall not be limited to striping and markings, curb stops, bollards and channelization islands (excluding the future bus island to be built by others) as shown on the Civil Engineering Plan approved by the County Manager. Along the Key Tower frontage, the Developer agrees to provide a southbound raised protected bicycle lane, with the bicycle lane raised to either the sidewalk grade or to an intermediate grade above the grade of the street. During Civil Engineering Plan review the County Manager may approve an on-street protected bicycle lane along the frontage of the Key Tower.

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:

Wilson Boulevard
- *Minimum sidewalk width measured from the back of curb: 21 feet*
- *Minimum clear sidewalk width: 12 feet*
- *Tree pits: 6 feet wide by 12 feet long and distance from back of curb: minimum eight (8) inches*
- *At the back of clear sidewalk, a minimum 2-foot 4-inch shy zone/café zone*

North Oak Street
- *Minimum sidewalk width measured from the back of curb: 18-foot 8-inch*
- *Minimum clear sidewalk width: 8 feet*
- *Tree pits: 6 feet wide by 12 feet long and distance from back of curb: minimum eight (8) inches,*
- *At the back of clear sidewalk, a minimum 4-foot shy zone/café zone*

Key Boulevard
- *Minimum sidewalk width measured from the back of curb: 18-foot 8-inch*
- *Minimum clear sidewalk width: 12 feet*
- *Tree pits: 6 feet wide by 12 feet long and distance from back of curb: minimum eight (8) inches*

North Nash Street (South of Key Tower Frontage)
- *Minimum sidewalk width measured from the back of curb: 16 feet*
- *Minimum clear sidewalk width: 10 feet*
- *Tree pits: 6 feet wide by 12 feet long and distance from back of curb: minimum zero (0) inches*

North Nash Street (Key Tower Frontage)
- *Minimum sidewalk width measured from the back of curb: 14 feet*
- *Minimum clear sidewalk width: 9 feet*
- *Continuous planting strip with street trees: a minimum of 5 feet wide and distance from back of curb: minimum zero (0) inches*

18th Street Corridor
- *Minimum clear path width, from North Oak Street to North Nash Street: 8 feet*

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 28-30 ~~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. Office uses: one (1) visitor space for every 20,000 square feet, or portion thereof, of office floor area.

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

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

d. Hotel uses: one (1) visitor space for every 50 hotel room units, or portion thereof.

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

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. Wilson Boulevard and North Oak Street (northeast quadrant)
   1. Construct a traffic signal pole including associated appurtenances at the northeast corner of the intersection.
   2. Construct pedestrian poles, including associated push button and signal, and associated appurtenances at the northeast corner of the intersection to support the eastern and northern leg crossings.
   3. Construct pedestrian pole, including associated push button and signal, and associated appurtenances at the northwest corner of the intersection to support the northern leg crossing.

ii. Wilson Boulevard and North Nash Street (northwest quadrant)

1. Construct a new traffic signal controller and associated signal connections to new and existing to remain signals and equipment at all other corners of the intersection.
2. Construct a traffic signal pole including associated appurtenances at the northwest corner of the intersection.
3. Construct pedestrian poles, including associated push button and signal, and associated appurtenances at the northwest corner of the intersection to support the western and northern leg crossings.
4. On the southwest corner, the developer agrees to replace the pedestrian push button if use of existing equipment is not feasible as determined by Arlington County.

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. 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.

g. Transit facilities.

h. Visitor bicycle facilities.

i. 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.

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

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

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

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 (SWMF) 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 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).

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) 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, if applicable.

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.

r. The location of the Watergate investigation County historic marker, pursuant to Condition #15.E.

s. The location of the elevator on North Nash Street, pursuant to Condition #55.

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:

Wilson Boulevard:
- *Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 19.B.9.a*
- *Tree size: minimum 3½ inches caliper*
- *Tree spacing: 28-30 ~~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*

North Oak Street:
- *Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 19.B.9.a*
- *Tree size: minimum 3½ inches caliper*
- *Tree spacing: 28-30 ~~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*

Key Boulevard:
- *Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 19.B.9.a*
- *Tree size: minimum 3½ inches caliper*
- *Tree spacing: 28-30 ~~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*

North Nash Street:
- *Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 19.B.9.a*
- *Tree size: minimum 3½ inches caliper*
- *Tree spacing: 28-30 ~~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 minimum 2 inch pots.

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

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

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

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

b. The following standards for Installation apply:

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

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

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

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

(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) **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.

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, 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. Office uses: One (1) employee bicycle parking space for every 6,000 square feet, or portion thereof, of office floor area.~~

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

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

~~d. Hotel uses: One (1) space for every 10 hotel room units, or portion thereof. In addition, the hotel shall provide adequate space in a locked luggage storage facility, controlled by the hotel staff, inside the hotel, to accommodate guest's bicycles along with guest's luggage.~~

4) The Developer agrees to provide the following shower and locker facilities:

~~a. For office/retail/hotel buildings of up to 100,000 square feet of Gross Floor Area (GFA), one (1) shower per gender, for every 50,000 square feet or fraction thereof.~~

~~b. For office/retail/hotel buildings between 100,001 square feet of GFA and 300,000 square feet of GFA, three (3) showers per gender.~~

~~c. For office/retail/hotel buildings greater than 300,000 square feet of GFA, three (3) showers per gender, plus one (1) shower per gender for each additional 100,000 square feet of GFA or portion thereof above the first 300,000 square feet of building GFA.~~

d. In each tower, a minimum of one (1) unisex shower for use by retail employees. ~~for retail uses equal to or greater than 25,000 square feet of GFA and less than 50,000 square feet of GFA, a minimum of one (1) unisex shower. For retail uses equal to or greater than 50,000 square feet of GFA, a minimum of one (1) shower per gender.~~

~~e. If retail employees will not have access to shower facilities required for office or hotel employees, shower facilities for retail employees shall be provided in accordance with the ratios specified in Condition #24 A.4).d. above.~~

f. For every required employee bicycle parking space, either 1) a minimum of one (1) clothes storage locker per gender if in gender-specific changing rooms, or 2) a minimum of one (1) clothes locker if outside of gender specific changing rooms. Each locker shall be a minimum size of 12 inches in width, 18 inches in depth, and 36 inches in height.

The showers and lockers shall be located adjacent to one another in a safe and secure area. If there is no shower required, clothes locker(s) shall be located adjacent and convenient to the bicycle parking location itself.

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

B. Installation of Secure Bicycle Parking, Shower and Locker Facilities (First Partial Certificate of Occupancy for Tenant Occupancy)
The Developer agrees that 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 facade treatment for the buildings and the materials to be used on the facades shall be consistent, in terms of massing, materials, fenestration, rhythm and overall architectural vocabulary, with the intent of this Site Plan approval and the drawings identified in Condition #2 as presented to the County Board and made a part of the public record on the date of County Board approval of this Site Plan.

B. **Submission of Facade Elevation Drawings and Material Samples (Footing to Grade)**
The Developer agrees to submit 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 <u>for each phase of development</u>)**

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 for each phase of development.

D. **Inspection and Approval of Built Façade (Shell and Core Certificate of Occupancy for each phase of development)**
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 for each phase of development.

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 treatmen**t. 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.

   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 be subject to approval of an Administrative Change to the Façade Plan per Condition 25 and shall comply with Article 13 of the Zoning Ordinance and all associated elements of the Building Code, including approval of necessary building permit applications prior to installation. ~~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 located at grade with the sidewalk or other pedestrian route ~~along public rights-of-way~~ are required to have an overall minimum transparency of: 1) 65% of the ground floor between 2-10 feet above grade for storefronts located at sidewalk/pedestrian route grade along Wilson Boulevard, the 18th Street Corridor plaza area, and the southern half of North Oak Street between Wilson Boulevard and the 18th Street Corridor; and 2) 50% of the ground floor between 2-10 feet above grade for storefronts located at sidewalk/pedestrian route grade within the base of the Wilson Tower facing North Nash Street. 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. Use of the loading dock for deliveries related to any grocery store use on the property shall be limited to the hours from 6:00 a.m. to 10:00 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.

G. **Loading Dock Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy of the Key Tower retail space)**
The Developer agrees to submit to, and obtain approval from, the County Manager or his/her/their designee of a Loading Dock Management Plan (the "Loading Plan") prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the Key Tower retail space. The Developer agrees to implement the Loading Plan for the life of the site plan, which shall include, at a minimum, a plan for loading dock procedures, operations, and contingencies when loading dock spaces are unavailable for use. Any physical modifications to the building associated with this plan, necessary to ensure pedestrian and bicycle safety around the building subject to this site plan related to loading activities, may be allowed and may include, but not limited to, installation of mirrors to provide greater visibility to loading vehicle operators, pedestrians, and cyclists, audible and visual warning systems alerting pedestrians and cyclists to active loading activities, etc. The Loading Plan shall include a

requirement for the continuous employment of a Loading Dock Coordinator, a salaried person or persons employed by the retail use or residential building with specific job duties including supervising and directing loading operations and being responsible for all loading dock activities. The Loading Dock Coordinator shall be required to coordinate loading activities, direct pedestrian and bicycle flow away from any conflict points, keep a log of all deliveries, and create a system for scheduling of deliveries. The Loading Plan shall also include provisions for enforcement of all Loading Plan provisions including video surveillance of the exterior vicinity of the loading docks, restrictions for loading dock violators, and refinements to the Loading Plan where appropriate. The County Manager or his/her/their designee may approve the Loading Plan if he/her/them finds that it demonstrates that the scheduling of truck deliveries and trash collection, and contingencies for deviations from scheduling will not result in adverse impacts to surrounding streets and residences from idling truck or external loading and trash collection activities, and adequate mechanisms for enforcement of plan provisions. The County Manager or his/her/their designee may request modifications to the Loading Plan as necessary to introduce safety and mitigation measures.

The Developer agrees that the name, telephone number, and email address of the loading dock coordinator(s), shall be submitted to the Zoning Administrator, prior to the issuance of the First Certificate of Occupancy for Tenant Occupancy for the Key Tower retail space. The Developer further agrees that this contact information shall be kept up to date for the life of the site plan.

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 (Footing to Grade Permit)

A. Site Plan Requirements

1) Site Plan Parking Requirements

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

b. The Developer agrees that the required minimum number of parking spaces for the project, "Required Spaces", equals the sum of the project/building's uses times the parking ratio for each use type. The approved parking ratios, by use type, are presented below. The Developer further agrees that the parking ratio for residential use is offered by the Developer and accepted by the County. The residential parking ratio is based on the Developer's own requested parking ratio. The Developer agrees that the requested ratio is in excess of the minimum off-street parking requirement pursuant to Code of Virginia §15.2-2209.4.

Use Type	**Approved Parking Ratio**
Residential -	0.65 spaces per unit (to include residents, residential visitors, accessible spaces & residential building employees). The Developer may submit to the Zoning Administrator, through the 4.1 administrative change process, a request to reduce the parking ratio to as low as 0.5 spaces per unit pursuant to Code of Virginia §15.2-2209.4.

Residential Visitor - 0.05 spaces per unit for the first 200 units of a building designated residential visitor parking. Visitor spaces shall be available for visitor use at all times and must be located on-site within each building.

~~Office -~~ ~~1 space per ____ square feet of GFA (to include office employees, office visitors, building management employees, and accessible spaces)~~

Commercial/Retail - 1 space per 530 square feet of GFA, after approved exclusion for proximity to Metro Station (to include retail customers, retail pick-up/drop-off, retail online order pick-up, retail employees and accessible spaces)

~~Hotel -~~ ~~___ spaces per guest room (to include hotel employees, guests, visitors, and accessible spaces)~~

~~Other -~~ ~~_____~~

c. The Developer agrees that the number of compact spaces counted toward the total number of "Required Spaces", ~~exclusive of those spaces required for retail,~~ shall not exceed 34% 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.

B. Operation and Management-Related Requirements

1) Residential Parking

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

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

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

2) **Office Parking**

Intentionally omitted.

3) **Shared Parking**

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.

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

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

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 $150,282 ($71,563 x 2.1 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 Annual Average, reflecting a 43.13% 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).

Intentionally omitted.

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) If the project is located within the Major Planning Corridors as defined in the Arlington County Retail Plan dated July 2015 (ACRP), then the Developer will market a minimum of 28,000 square feet of retail space located on the first floor of the building to uses as shown for that location in the approved ACRP or other applicable planning policy documents subsequently approved by the County Board and consistent with the standards in this Condition #38.

~~If the project is located outside of the Major Planning Corridors as defined in the ACRP, then the Developer agrees to market a minimum of _____ square feet of retail space located on the first floor of the building to uses consistent with the listings under "Retail Definition" in the ACRP or other applicable 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) For retail space greater than 3,000 square feet, the Developer agrees to retain a retail broker and meet with AED to discuss the strategy and marketing plans for the retail space. The Final Building Permit shall not be issued until documentation has been provided to the Zoning Administrator from AED that this meeting has occurred and a retail broker retained.

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

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 Plan 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 retail 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).

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

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

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

A. Participation and Funding

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

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

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

B. Facilities and Improvements

1) Provide in the lobby or lobbies, a transportation information display(s), the number/content/design/location of which will be approved by ACCS 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) Provide an ADA-compliant hotel van (with lift) to provide shuttle service to and from designated Metro station(s) for employees and guests. The van shall be staffed by a full-time employee, with a dedicated van-accessible parking space provided on the ground level of the mixed-use parking garage. The van shall be parked in this space when not in service. A communication device shall be provided with the hotel for on-call service (hotel only).~~

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

   a. Hours of operation and availability to users. Secure bicycle storage, showers, and lockers for office/hotel/retail uses shall be available to employees during all hours in which employees may access the building. Bicycle commuters shall be permitted to use the lockers for storage 24 hours per day, 7 days per week, to facilitate bicycle commuting.

   b. Management of registration and access of persons and bicycles to use the facilities.

   c. Management of locker assignments, and re-assignments, to bicycle commuters.

   d. Methods to notify building occupants of the amenities, and the frequency of the notifications.

   e. Policy for abandoned bicycles.

4) 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**~~

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

~~1) Operate a carpool/vanpool program with required elements including, at minimum:~~

~~a. Provide reserved, signed, spaces for carpools and vanpools conveniently located with respect to main entrances/elevators serving the building.~~

~~b. Provide two-person or more carpools with a parking subsidy equal to one-half the single-occupant vehicle monthly rate.~~

~~c. Provide vanpools, as recognized by the Internal Revenue Service (IRS), with free parking.~~

D. Promotions, Services, and Policies

1) Prepare, reproduce and distribute, in digital or hard copy, materials provided by Arlington County, which includes site-specific transit, bike, walk, and rideshare-related information, to each new residential lessee or purchaser, and office, retail, hotel, property management, or maintenance employee, from initial occupancy through the life of the site plan. These materials shall be distributed as a part of prospective tenant marketing materials, as well as communications associated with lease signing, on-boarding, or similar activities.

2) Provide one time, per person, to each new residential lessee or purchaser, and each new office, retail, hotel, property management, or maintenance employee, whether employed part-time or full-time, directly employed or contracted, who moves into or begins employment in the building throughout initial occupancy, the choice of one of the following:

   a. $65.00 Metro fare on a SmarTrip card or successor fare medium

   b. A one year bikeshare membership

   c. A one year carshare membership

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

   The County Manager 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 Contribution

A. **For Development with Base Density for Affordable Housing (ACZO Section 15.5.8 (C) (Shell and Core Certificate of Occupancy for the first building)**

1) Prior to the issuance of the Shell and Core Certificate of Occupancy for the first building, the Developer must provide written notification to the County Manager or his/her/their designee, of how the requirements of 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 fulfill 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 for the first building, 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 as provided under ACZO 15.5.8(C)(4).

3) If the Developer elects to fulfill the 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 for the first building, 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 Affordable Housing (Footing to Grade Permit ~~First Partial Certificate of Occupancy for Tenant Occupancy~~) (ACZO 7.15.4)**
The Developer agrees to contribute $6,000,000 to the County's Affordable Housing Investment Fund (AHIF) to support affordable housing initiatives as directed by the County Manager. In addition, the Developer agrees that the $6,000,000 contribution will be provided to the County according to the following payment schedule. The Developer shall, according to the payment schedule below, 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.

1) $705,000 prior to issuance of the Footing to Grade Permit for the Key Tower.

2) $705,000 prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the Key Tower.

3) $1,410,000 prior to issuance of the Partial Certificate of Occupancy for Tenant Occupancy for the last floor of the Key Tower.

4) $795,000 prior to issuance of the Footing to Grade Permit for the Wilson Tower.

5) $795,000 prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the Wilson Tower.

6) $1,590,000 prior to issuance of the Partial Certificate of Occupancy for Tenant Occupancy for the last floor of the Wilson Tower.

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

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)
Intentionally omitted.

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.

B. Within multi-building site plans, the applicant agrees that the site area shall be allocated as follows (using the total post-dedication site area for density purposes):

Wilson Tower	48,359.10 square feet
Key Tower	43,254.90 square feet

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. Skywalk Removal (Final Building Permit for the Key Tower)

The Developer agrees to remove, at its sole cost and expense, the existing pedestrian bridge ("skywalk") over North Nash Street, which connects the subject site to the adjacent property to the east, prior to the issuance of the Final Building Permit for the Key Tower. The Developer agrees that the skywalk removal shall be shown on the approved Civil Engineering and Final Landscape Plans.

54. Public Access Easement

A. **Grant Easement to County (First Partial Certificate of Occupancy for Tenant Occupancy for the last building)** The Developer agrees to grant a permanent public access easement free and clear of any liens and encumbrances to the County Board of Arlington County, Virginia and the public at large, providing for public access to the public space as shown as "Public Access Easement" on Sheet C-02A – Public Easement Exhibit, of the 4.1 Submission, dated May 22, 2026. The Developer, at its cost and expense, shall be responsible for preparing and submitting: 1) a Deed of Easement to the Department of Environmental Services, Real Estate Bureau; and 2) an easement plat to the Arlington County Subdivision and Bonds Administrator, for review and approval. The public access easement shall be acceptable in substance to the County Manager or his/her/their designee, approved as to form by the County Attorney, and recorded among the Arlington County Land Records prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the last building. The final location and configuration of the easement may slightly change with the preparation and approval of the Civil Engineering and Final Landscape Plans, but shall total at least approximately 11,717 square feet.

B. **Public Space Naming (Prior to recordation of public access easement)** The Developer agrees that the permanent name for the public space encumbered by the public access easement 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 public names in accordance with the Naming Policy and the final naming process shall be completed prior to the recordation of the public access easement. The Developer agrees to assign a permanent address for the public space in accordance with the applicable Arlington County policies and procedures.

C. **Construction and Landscaping (Prior to recordation of public access easement)** The Developer agrees to construct and landscape the public access easement area, as shown on the aforementioned Sheet C-02A, as well as on the landscape plans of the 4.1 Submission dated May 22, 2026. Final landscape design and installation shall be in accordance with the Final Landscape Plan approved by the County Manager or his/her/their designee. The Developer agrees to complete the construction and landscaping of these areas prior to the recordation of the public access easement. If the Developer requests, the Zoning Administrator may, pursuant to acceptable guarantees, modify the timing of the installation of landscape features and/or plant materials, so that the public use and access easements may be granted prior to such installation. In such case, the Developer agrees to take all necessary measures, including but not limited to, fencing or barriers, to protect the general public, residents or customers during the time that such installation is incomplete and during the construction/installation of the same.

D. The Developer shall be responsible for maintaining the areas and all facilities, hardscape and landscape, located within the public access easement. The public access easement shall include, among other items, the following provisions:

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

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

3) The public access easement area shall remain open 24 hours a day, seven days a week, except during temporary, limited times, as approved by the County Manager or his/her/their designee, for routine maintenance or other safety-related activities.

E. **Public Space Signage (Prior to recordation of public access easement)** The Developer agrees to install appropriate signage in accordance with the Public Spaces Master Plan (PSMP), the Arlington County Zoning Ordinance (ACZO), and other applicable County standards and policies, prior to the recordation of the public access easement. The signage will convey the public space name and address. The signs, 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 and be consistent with County standards for signage.

55. North Nash Street Elevator (First Partial Certificate of Occupancy for Tenant Occupancy for the last building)

The Developer agrees to install, at its sole cost and expense, an exterior elevator on North Nash Street providing access to the public access easement area as described in Condition #54, prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the last building. The elevator shall be located adjacent to the 18th Street Corridor stairs, as shown on the approved civil engineering plan and final landscape plan. The elevator shall be designed for universal access and comply with applicable Americans

with Disabilities Act (ADA) requirements. The Developer agrees to maintain, clean, and repair or replace, if necessary, the elevator for the life of the site plan, which shall be available to the public 24 hours a day, seven days a week, except during temporary, limited times, as approved by the County Manager or his/her/their designee, for routine maintenance or other safety-related activities.

56. Monetary Contribution for Off-site Public Space Improvements (Footing to Grade Permit)
The Developer agrees to contribute a total of $2,000,000 to the County to be used in support of public open space planning and/or improvements within Rosslyn, as identified in the Rosslyn Sector Plan Public Parks and Open Space Map. The contribution shall be made in the installments as follows:

A. $500,000 prior to issuance of the Footing to Grade Permit for the Key Tower.

B. $500,000 prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the Key Tower.

C. $1,000,000 prior to issuance of the Partial Certificate of Occupancy for Tenant Occupancy for the last floor of the Key Tower.

For each payment required by this Condition, the Developer agrees that the contribution will be paid to the County according to the payment schedule set forth above. The Developer agrees to notify in writing the Department of Parks and Recreation (DPR) Director and the Zoning Administrator upon payment of each installment of the contribution along with detailed information including a copy of the submitted payment, verification of receipt of the submitted payment, site plan project name, site plan project number, and site plan condition number for the County's use in tracking compliance with this site plan commitment.

57. Monetary Contribution for Off-site Transportation Improvements (Footing to Grade Permit)
The Developer agrees to contribute a total of $2,000,000 to the County to be used in support of transportation planning and/or improvements within the Rosslyn Coordinated Redevelopment District. The contribution shall be made in the installments as follows:

A. $500,000 prior to issuance of the Footing to Grade Permit for the Wilson Tower.

B. $500,000 prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the Wilson Tower.

C. $1,000,000 prior to issuance of the Partial Certificate of Occupancy for Tenant Occupancy for the last floor of the Wilson Tower.

For each payment required by this Condition, the Developer agrees that the contribution will be paid to the County according to the payment schedule set forth above. The Developer agrees to notify in writing the Department of Environmental Services (DES) Director and the Zoning Administrator upon payment of each installment of the contribution along with detailed information including a copy of the submitted payment, verification of receipt of the submitted payment, site plan project name, site plan project number, and site plan condition number for the County's use in tracking compliance with this site plan commitment.

58. New Historic Marker (First Partial Certificate of Occupancy for Tenant Occupancy for the last building)
Prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the last building, the Developer agrees to design, create, and install a new historic marker at the subject site in a publicly accessible location. The Developer agrees to collaborate with the County's HPP staff and to obtain approval from the Historical Affairs and Landmark Review Board (HALRB) on the content (text and images), overall design, location, and fabrication of a new historic marker, at a maximum cost of $50,000, with the final siting shown on the approved Final Landscape Plan. The new historic marker may have content describing Rosslyn's history and the site's contribution thereto. Any remaining funds not spent on the marker up to the maximum cost of $50,000 shall be contributed to the County's Historic Preservation Fund (HPF) to provide grants to the Rosslyn community to financially contribute to history-based initiatives that invest in the future of historic preservation in Arlington County. The HPF supports both capital and non-capital projects that align with the stated goals of the Historic and Cultural Resources Plan. The Developer agrees that any contribution to the HPF that may be provided per this condition shall be provided prior to issuance of the

First Certificate of Occupancy for Tenant Occupancy for the last building and be provided by way of a check or another form of payment acceptable to the County Manager or his/her/their designee, to the Arlington County CPHD Neighborhood Services Division, and made payable to the Arlington County Treasurer for the requisite amount, with written notice provided to the Zoning Administrator and the CPHD Director prior to submission of the payment.

59. North Nash Street Update for Post-County Board 4.1 Filing

The Developer agrees to update the plans per Condition #19 and as shown on Sheet entitled "Striping and Marking Plan – Ultimate (N Nash Street Raised Bike Lane)", dated 07/10/2026, prepared by VIKA, on the Post-County Board 4.1 Filing site plan drawings per Condition #3.

The enacted Ordinances of Vacation read as follows:

ORDINANCE TO VACATE: (1) A PORTION OF NORTH NASH STREET AT ITS INTERSECTION WITH WILSON BOULEVARD ABUTTING PT. LOT 13 AND LOT 14, SUBDIVISION OF LOTS EAST OF "A" AND "B", COLONIAL HEIGHTS; (2) A PORTION OF AN EXISTING EASEMENT FOR PUBLIC STREET AND UTILITIES PURPOSES ON PART LOTS 8, 9 AND 13 AND LOTS 10, 11, 12 AND 14, SUBDIVISION OF LOTS EAST OF "A" AND "B", COLONIAL HEIGHTS (RPC #16-035-001); (3) A PORTION OF AN EXISTING EASEMENT FOR PUBLIC STREET AND UTILITIES PURPOSES ON PT. LOT 6, SUBDIVISION OF LOTS EAST OF "A" AND "B", COLONIAL HEIGHTS (RPC #16-035-002); AND (4) A PORTION OF AN EXISTING EASEMENT FOR PUBLIC STREET AND UTILITIES PURPOSES ON LOT 1, SUBDIVISION OF LOTS EAST OF "A" AND "B", COLONIAL HEIGHTS (RPC #16-035-002), SUBJECT TO A RESTRICTIVE COVENANT WITH CONDITIONS.

BE IT ORDAINED that, pursuant to an application by Oak Hills Property Associates, LLC, and Nash Street Property Associates, LLC (together, the "Owner"), c/o Monday Property Services, LLC, on file in the offices of the Department of Environmental Services ("DES"), the following public interests shown on the plat entitled "Plat Showing Vacation of a Portion of North Nash Street Deed Book 122 Page 152 And Vacation of Existing Easements for Public Street and Utilities Purposes Deed Book 1510 Page 363 Deed Book 1591 Page 26 On Lots 1, 10, 11, 12 and 14 And Part of 6, 8, 9 and 13 Subdivision of Lots East of A and B Colonial Heights Deed Book 122 Page 152 Arlington County, Virginia", prepared by VIKA Virginia LLC, dated April 7, 2026, revised May 29, 2026 and June 16, 2026 (the "Plat"), attached hereto and labeled thereon as (1) "521 SF or 0.01196 AC Portion of North Nash Street (DB 122 PG 152) (Hereby Vacated);" (2) "4,646 SF Portion of Existing Easement for Public Street and Utilities Purposes (DB 1510 PG 363) (Hereby Vacated);" (3) "38 SF Portion of Existing Easement for Public Street and Utilities Purposes (DB 1591 PG 26) (Hereby Vacated);" and (4) "12 SF Portion of Existing Easement for Public Street and Utilities Purposes (DB 1591 PG 26) (Hereby Vacated)," are hereby vacated, subject to the following conditions:

1. The Owner shall submit, for review and approval, to 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 any of the areas proposed to be vacated. 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 areas proposed to be vacated 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, regulations and policies, and as required by the Site Plan, as 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 areas proposed to be vacated, whether such location is temporary or permanent. Utility easements for the continued location of utilities in the areas proposed to be vacated 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 other deeds required by this Ordinance of Vacation, along with all required plats. Such deeds and plats shall be subject to the approval by the County Manager, or his designee, as to substance, and such deeds shall be subject to approval as to form by the County Attorney. The Real Estate Bureau Chief is authorized to execute the Deed of Vacation and to accept, on behalf of the County Board, any deeds related to or required by this Ordinance of Vacation. The Applicant shall be responsible for recordation of all deeds and plats in the land records of Arlington County, Virginia.

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 portions of the areas proposed to be vacated and related County facilities within the boundaries of the areas proposed to be vacated, subject to any reservations for easement required for any County facilities designated to remain in place within the areas proposed to be vacated as set forth in the approved Plan. The Deed of Vacation shall include a restrictive covenant running with the land stating that no portion of the easements vacated by this Ordinance of Vacation shall be included as site area of the Property for the purposes of calculating density.

7. The Applicant shall pay all fees, including the fees for plat review, approval and recordation of the Deed of Vacation and all other fees associated with this Ordinance of Vacation.

8. The Applicant shall pay to the County Board the amount of $215,200 in total compensation for the vacation of all the areas vacated pursuant to this Ordinance of Vacation.

9. All conditions of this Ordinance of Vacation shall be met by noon on July 31, 2029, or this Ordinance of Vacation shall become null and void, without the necessity of any further action by the County Board.

#36A - Board Report (Final)

#36A - Item Attachment - COMMUNITY CORRESPONDENCE

#36A - Item Attachment - 4.1 DRAWINGS (PLANS)

#36A - Item Attachment - STRIPING AND MARKING PLAN-ULTIMATE (NORTH NASH STREET RAISED BIKE LANE)

#36A - Item Attachment - MAP

#36A - Item Attachment - LETTERS FROM THE PLANNING, HOUSING AND TRANSPORTATION COMMISSIONS

#36A - Item Attachment - LETTER FROM THE PUBLIC

#36A - Item Attachment - STAFF PRESENTATION

#36B - Board Report (Final)

#36B - Item Attachment - ATTACHMENT 2: PLAT

#36B - Item Attachment - VICINITY MAPS

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37. Brookfield Site Adaptive Reuse Project, 601 & 701 12th St. S.

A. 601 and 701 12th St. S. – Adaptive Reuse Project

1. **SPLA26-00004 Phased Development Site Plan Amendment to revise the Pentagon City Phased Development Site Plan (SP #105) conditions governing Parcel 1C South and discontinue the associated "12th Street Landing" project Design Guidelines for the properties located at 601 and 701 12th St. S. (RPC#s 35-004-004 and -006).**

2. **SPLA26-00006 Adaptive Reuse Site Plan Amendment to convert two existing office buildings (SP-2 and SP-3 of SP #105) to residential use and construct new retail and residential building additions, with up to 607 residential dwelling units, up to 29,990 square feet (sq. ft.) of retail gross floor area, and up to 3,579 sq. ft. of office gross floor area; located at 601 and 701 12th St. S. (RPC#s 35-004-004 and -006).**

B. Ordinance to permit the encroachment of portions of existing underground garage and portions of proposed electrical transformer vaults under portions of existing public street and utilities easements located along the South Hayes Street, 12th Street South, and South Fern Street Frontages of the buildings located at 601 and 701 12th St. S., Arlington, Va., RPC Nos. 35-004-004 and -006, with conditions.

After a duly advertised public hearing, at which there were speakers, a motion was made by SUSAN CUNNINGHAM, Member, seconded by JULIUS D. "JD" SPAIN, SR., Member, to:

1. Adopt the Phased Development Site Plan Amendment Ordinance (SPLA2600004; SP #105) attached to the Board report dated July 13, 2026, namely to revise the Pentagon City Phased Development Site Plan conditions governing Parcel 1C South and discontinue the associated "12th Street Landing" project Design Guidelines for the properties located at 601 and 701 12th Street South, subject to the proposed conditions of the Ordinance; and

2. Adopt the attached Adaptive Reuse Site Plan Amendment Ordinance (SPLA26-00006) attached to the Board report dated July 13, 2026, namely to convert two existing office buildings to residential use and construct new retail and residential building additions, with up to 607 residential dwelling units, up to 29,990 sq. ft. of retail gross floor area, and up to 3,579 sq. ft. of office gross floor area; with modifications of zoning ordinance requirements including: reduced parking requirements, altered dimensional parking standards, density exclusions, and other modifications as necessary to achieve the proposed development plan for 601 and 701 12th Street South; subject to all previously approved conditions of SP-2 and SP-3 of SP #105, and the conditions of the Ordinance.

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.

A motion was then made by SUSAN CUNNINGHAM, Member, seconded by MATT DE FERRANTI, Chair, to adopt the Ordinance of Encroachment attached to the Board report dated July 10, 2026, namely to permit the encroachment of portions of existing underground garage and portions of proposed electrical transformer vaults under portions of existing public street and utilities easements located along the South Hayes Street, 12th Street South, and South Fern Street frontages of the buildings located at 601 and 701 12th St. S., Arlington, Virginia, with conditions.

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 adopted Ordinances read as follows:

PHASED DEVELOPMENT SITE PLAN AMENDMENT ORDINANCE (SP #105)

WHEREAS, an application for a Phased Development Site Plan Amendment (SPLA26-00004) dated February 27, 2026, for an amendment to the Pentagon City Phased Development Site Plan (SP #105), was filed with the Office of the Zoning Administrator; and

WHEREAS, the Planning Commission held a duly advertised public hearing on that Phased Development Site Plan Amendment (SPLA26-00004) on July 6, 2026, and recommended that the County Board approve it, subject to all previously adopted and proposed revised conditions and has provided a letter dated July 15, 2026; and

WHEREAS, as indicated in Staff Report[s] prepared for the July 18, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Phased Development Site Plan Amendment (SPLA26-00004) subject to all previously adopted conditions and the proposed revised conditions as set forth in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Phased Development Site Plan Amendment (SPLA26-00004) on July 18, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Phased Development Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance; and

- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and

- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated February 27, 2026, for a Phased Development Site Plan Amendment (SPLA26-00004) to the Pentagon City Phased Development Site Plan (SP #105) to revise the conditions governing Parcel 1C South and discontinue the associated "12th Street Landing" project Design Guidelines for the parcels of real property known as 601 and 701 12th Street South (RPC# 35-004-004 and -006), approval is granted and the parcels so described shall be used according to the Phased Development Site Plan Amendment Application (SPLA26-00004), subject all previous conditions and the revised conditions below:

2. The following is a summary of the approved uses and densities by Parcel for the Pentagon City Phased Development Site Plan, as approved by the County Board on ~~September 14, 2024~~ July 18, 2026.

Parcel	**Office GFA (square feet)**	**Comm. GFA (square feet)**	**Hotel Units**	**Res. Units**	**Public Uses**	**Total Density GFA (square feet)**	**Child Care GFA (square feet)**
1A/2A	-	300,000	-	830	-		
1B/2B	172,000	1,080,200	366	-	-		
1C North (DEA)	514,892	-	-	-	-		
1C South ~~(12th Street Landing)[1]~~ (601/701 12th Street South Adaptive Reuse)	~~527,000~~ 3,579	~~70,000~~ 29,990	~~200~~ 0	~~1,675~~ 607	~~0.5 acre Public Plaza~~	~~1,776,366~~	
1D	3,159,688	94,500	0	-	28,660 s.f. of		14,650

					GFA and Park		
2C	-	-	-	624	-		
3	2,082,566	146,481	-	1,809	-		
4	-	-	-	-	Park		
5	-	2,500	-	820	-		
Totals	~~7,019,254~~ 5,932,725	~~1,743,681~~ 1,653,671	~~566~~ 366	~~5,758~~ 4,690	Park, ~~public plaza~~, and 28,660 s.f. of GFA in Parcel 1D		14,650

1. ~~The development program approved for Parcel 1C South (12th Street Landing) represents the maximum density that can potentially be developed within Parcel 1C South (12th Street Landing) per the Phased Development Site Plan Amendment (SPLA23-00021) approved by the County Board on September 14, 2024. The final development program shall be determined at the time of Final Site Plan for each land bay within Parcel 1C South (12th Street Landing) of the Pentagon City Phased Development Site Plan and may consist of any combination of density and uses that does not exceed the maximum gross square footage of 1,776,366 square feet for the entirety of Parcel 1C South (12th Street Landing) as well as the corresponding maximum amount of office GFA, commercial GFA, hotel units, and residential units as permitted by the allocation for Parcel 1C South (12th Street Landing). The Developer agrees that this Condition #2 shall be amended at the time of Final Site Plan for each land bay within Parcel 1C South (12th Street Landing), as necessary to reflect the changes made to the development program within the maximum amount of density of 1,776,366 square feet as permitted for Parcel 1C South (12th Street Landing) per the Phased Development Site Plan Amendment (SPLA23-00021) approved by the County Board on September 14, 2024.~~

40. Street trees shall be spaced at a minimum 50-foot interval, except as otherwise approved by the Arlington County Board at the time of final site plan.

54. At the time of final site plan, building heights of up to 22 stories for not more than five apartment and/or hotel buildings, and two (2) office buildings, for the purpose of improving the overall design without increasing density. In addition, at the time of final site plan, building heights only on Parcel 1D shall be considered to include three (3) office buildings of up to 22 stories and one (1) office building that shall be located at the northeastern corner of the aforesaid Parcel 1D which may be up to approximately 355 feet in height provided the final building design is in substantial accordance with the 4.1 plans from the Developer dated February 11, 2022 that shall be adopted as part of the final site plan for Parcel 1D. In addition, at the time of final site plan, building heights only on Parcel 2C shall be considered to include one (1) residential building up to 17 stories. ~~Notwithstanding the foregoing, at the time of final site plan, Parcel 1C South (12th Street Landing) may include up to four (4) buildings with a maximum building height up to 350 feet, provided that there is a 10-20% height difference between at least two buildings across the entirety of Parcel 1C South (12th Street Landing).~~

67. ~~The Developer agrees that following Conditions (#68-#97) are applicable only to Parcel 1C South (12th Street Landing) as approved by the Phased Development Site Plan Amendment (SPLA23-00021) approved by the County Board on September 14, 2024, and are in addition to all other conditions related to development of this portion of the Pentagon City PDSP.~~

~~Conditions 68-97 pertain specifically to development on Parcel 1C South (12th Street Landing), as approved by the Phased Development Site Plan Amendment (SP23-00021) by the County Board on September 14, 2024. For the following conditions (68-97), Parcel 1C South (12th Street Landing) is sometimes identified as the "subject site".~~

General

68 For the purpose of these Conditions, the term "Developer" includes the applicant, the owner(s) of the property subject to the Phased Development Site Plan Parcel 1C South (12th Street Landing), and any of their successors or assignees (including any property owners' association or associations that may be established). The Developer agrees that the Phased Development Site Plan for Parcel 1C South (12th Street Landing) will be developed according to the submitted plans dated April 8, 2024 (hereinafter the "Plans"), the 12th Street Landing Design Guidelines dated April 8, 2024 (hereinafter the "Design Guidelines"), and these Conditions, all as reviewed and approved by the County Board on September 14, 2024. Additionally, this Phased Development Site Plan is subject to all previously approved Pentagon City PDSP Conditions approved by the County Board, as have been amended from time to time, and as they apply to this Parcel 1C South (12th Street Landing).

69 Following the approval of the Phased Development Site Plan by the County Board on September 14, 2024, but in no event later than 90 days following approval of the PDSP by the County Board on September 14, the Developer agrees to submit through the Permit Arlington system a final version of the Phased Development Site Plan and Design Guidelines, incorporating all aspects of the approved Phased Development Site Plan and Design Guidelines as may have been amended at the County Board meeting on September 14, 2024.

70 The Developer agrees that all Final Site Plan applications submitted for Parcel 1C South (12th Street Landing) shall be designed in a manner consistent with the Design Guidelines approved by the County Board on September 14, 2024, with the Phased Development Site Plan Amendment (SP23-00021), as may be amended through subsequent action(s) by the County Board, and as otherwise approved through Final Site Plan for each land bay. Should there be a conflict between a Final Site Plan approval and the Phased Development Site Plan approval (SPLA23-00021), the requirements of the Final Site Plan approval shall prevail.

71 The Developer agrees to comply with the Plans and the Design Guidelines, as reviewed and approved by the County Board and made a part of the public record on September 14, 2024, together with any modifications proposed by the Developer and accepted by the County Board or vice versa, unless otherwise approved by the County Board in a subsequent amendment of the Plans or the Design Guidelines, or Final Site Plan approvals.

Development Program

72 The Developer agrees that the subject site shall be comprised of three (3) land bays, hereafter referred to as "Landbay 701", "Landbay 601A" and "Landbay 601B" of the Phased Development Site Plan, as shown on the Plans, the Design Guidelines, and these Conditions, approved by the County Board on September 14, 2024.

73 The Developer agrees that applications for Final Site Plan approval shall be submitted for all land bays of the Phased Development Site Plan (SPLA23-00021), whether for each land bay individually or for more than one land bay jointly, and in any sequence that is reasonable for the development of Parcel 1C South (12th Street Landing) in accordance with the Phased Development Site Plan (SPLA23-00021) approved by the County Board on September 14, 2024, which may be amended by the County Board. The Developer further agrees that no construction is permitted on the subject site until a Final Site Plan for the subject land bay has been approved by the County Board.

Density and Uses

74 At full build-out, density for the entirety of Parcel 1C South (12th Street Landing) Phased Development Site Plan approved by the County Board on September 14, 2024, as may be amended by the County Board, shall not exceed 9.0 FAR or 1,776,366 square feet for all uses, unless otherwise approved or amended by the County Board. This density includes 563,108 square feet of existing base density previously approved by the County Board and 1,213,258 square feet of net new density shall be achieved by the Developer in a manner consistent with the Pentagon City Sector Plan and as determined at the time of Final Site Plan approval(s) for the land bays within Parcel 1C South (12th Street Landing).

75. Density and uses for each land bay of Parcel 1C South (12th Street Landing) of the Pentagon City Phased Development Site Plan shall be determined and allocated at the time of Final Site Plan application but in no event shall the total amount of density exceed that approved with the Phased Development Site Plan Amendment (SPLA23-00021) approved by the County Board on September 14, 2024.

76. The Developer agrees that, by approval of this Phased Development Site Plan Amendment (SPLA23-00021), the County Board has allocated densities and uses over Parcel 1C South (12th Street Landing) as identified in the Plans and Design Guidelines approved by the County Board on September 14, 2024, with SPLA23-00021, all based on an approved density for the entire subject site. No additional density may be created by subdivision of the subject site.

Construction Phasing

77. The Developer agrees, if there is more than one building in a land bay, to submit a construction phasing plan consistent with the approval of the Final Site Plan for such land bay.

Building Height

78. The Developer agrees that no building shall exceed 350 feet in height, exclusive of penthouses, mechanical spaces, parapets, and architectural elements. The Developer agrees that there shall be a 10-20% difference in the maximum building height between at least two (2) of the buildings across the entire Parcel 1C South (12th Street Landing).

Parking

79. The Developer agrees that parking shall be provided for each land bay according to the parking ratios approved with the Final Site Plan for each land bay and in amounts consistent with the Pentagon City Sector Plan, the Arlington County Zoning Ordinance, and other adopted County plans and policies.

80. The Developer agrees that the amount of office parking that will be made available as public parking, and the days and times it will be available, if any, shall be determined at the time of Final Site Plan for any land bay containing office uses.

Infrastructure

81. The Developer agrees to construct street improvements consistent with the Plans and the Design Guidelines for the Phased Development Site Plan Amendment (SPLA23-00021), and as identified below in these Phased Development Site Plan Conditions approved by the County Board on September 14, 2024:

(a) Interim 11th Street South- The Developer agrees to construct pavement, curb, and gutter consistent with the Design Guidelines and as ultimately approved in the Final Site Plan for the corresponding land bay. Additionally, the Developer agrees to construct sidewalk and streetscape improvements, consistent with the Design Guidelines, and as ultimately approved in the Final Site Plan for the corresponding land bay. The limits of 11th Street South, including the street, sidewalk, and streetscape, to be constructed with each phase shall be determined during the Final Site Plan for the corresponding land bay.

(b) 12th Street South- The Developer agrees to construct pavement, curb, and gutter, consistent with the Design Guidelines and as ultimately approved in the Final Site Plan for the corresponding land bay. The limits of 12th Street South, including the street, sidewalk, and streetscape, to be constructed with each phase shall be determined during the Final Site Plan for the corresponding land bay.

(c) South Hayes Street. The Developer agrees to construct sidewalk and streetscape improvements, consistent with the Design Guidelines and as ultimately approved in the Final Site Plan for the corresponding land bay.

(d) South Fern Street. The Developer agrees to construct pavement, curb, and gutter consistent with the Design Guidelines and as ultimately approved in the Final Site Plan for the corresponding land bay.

82 The Developer agrees to construct any and all other infrastructure including but not limited to water, sanitary and storm sewer upgrades and traffic signals, to support the proposed development as determined at the time of each Final Site Plan.

83 The Developer agrees to grant to Arlington County a permanent public access easement or similar easement, in a form acceptable to the County Attorney and the County Manager, in the approximate size and in a location generally in accordance with that labeled "Proposed Public Access Easement to be Granted" as shown on Sheet C4.5 of the Plans dated April 8, 2024. The exact location, timing, and conditions for acceptance of the easement shall be determined at the time of Final Site Plan approval for the corresponding land bay, and the permanent public access easement may be granted in two phases, consistent with the delivery of the street described in Condition 81.(a).

84 The Developer agrees to grant to Arlington County a permanent sidewalk and utility easement, in a form acceptable to the County Attorney and the County Manager, in the approximate size and in locations generally in accordance with those labeled "Proposed Sidewalk Easement to be Granted" as shown on Sheet C4.5 of the Plans dated April 8, 2024. The exact location, timing, and conditions for acceptance of the easement shall be determined at the time of Final Site Plan approval for the corresponding land bay, and the permanent sidewalk and utility easement may be granted in multiple phases.

85 The Developer agrees to dedicate to Arlington County, in fee simple and in a form acceptable to the County Attorney and the County Manager, an area for roadway purposes along 12th Street South for the Transitway. The exact size, location, timing, and conditions for acceptance of the area dedication shall be determined at the time of Final Site Plan approval for the corresponding land bay, consistent with Condition 81.(b).

86 The Developer agrees to provide any and all temporary and permanent easements, in a form acceptable to the County Attorney and the County Manager, to support the construction of the Transitway along 12th Street South, South Hayes Street, and South Fern Street. The exact size, location, timing, and conditions shall be determined at the time of Final Site Plan or as the Transitway project requires said easements for construction, whichever comes first.

Public Open Space

87 The Developer agrees to design and construct the following public open space improvements consistent with the Plans, the Design Guidelines, these Phased Development Site Plan Conditions approved by the County Board on September 14, 2024, the Pentagon City Sector Plan, and the proposed phasing below:

(a) Public Plaza. The Developer agrees to design, construct, maintain, and provide public access in perpetuity to a Public Plaza, as shown on Sheet L1.0 of the Plans and the Design Guidelines. The Developer agrees that the Public Plaza shall be constructed with Landbay 701 of the Phased Development Site Plan. Further, the Developer shall grant a permanent easement for public park purposes, in a form acceptable to the County Attorney and the County Manager, of approximately 0.5 acres corresponding to the Public Plaza, in a location that is generally in accordance with that labeled "Proposed Zone for Easement in Public Space" as shown on Sheet C4.5 of the Plans dated April 8, 2024. The exact location, timing, and conditions for acceptance of the easement shall be determined at the time of Final Site Plan approval for Landbay 701. The Developer further agrees that the minimum size of the easement area shall be 0.5 acres, exclusive of the existing Public Access

Easement surrounding the Metro Station Entrance. Notwithstanding the foregoing, if the location of the public improvements indicated in Conditions #81(b) and (c), changes in response to the design of the Transitway, then the Public Plaza may be constructed, and the exact location, timing, and conditions for acceptance of the easement may be determined, at the time of Final Site Plan approval for over more than one land bay, provided that the majority of the Plaza is provided with the construction of Landbay 701.

(b) Node. The Developer agrees to design, construct, maintain, and provide public access in perpetuity to the Node, as shown on Sheet L1.0 of the Plans and the Design Guidelines. The Developer agrees that the Node shall be constructed with Landbay 601A of the Phased Development Site Plan. Further, the Developer shall grant a permanent easement for public park purposes, in a form acceptable to the County Attorney and the County Manager, of approximately 20 feet of width corresponding to the Node, in a location that is generally in accordance with that labeled "Proposed Zone for Easement in Public Space" as shown on Sheet C4.5 of the Plans. The exact location, timing, and conditions for acceptance of the easement shall be determined at the time of Final Site Plan approval for Landbay 601A.

(c) Green Ribbon (referred to as the Link on the plans dated April 8, 2024). The Developer agrees to design, construct, maintain, and provide public access in perpetuity to the Link, as shown on Sheet L1.0 of the Plans, the Design Guidelines, and the Pentagon City Sector Plan. The Developer agrees that the Link shall be constructed with Landbay 601A or 601B of the Phased Development Site Plan, whichever is delivered first. Further, the Developer shall grant a permanent easement for public park purposes, in a form acceptable to the County Attorney and the County Manager, of a minimum of 20 feet of width (inclusive of an approximately 12 feet wide pedestrian path and up to 8 feet wide planting area in the aggregate) corresponding to the Link, in a location that is generally in accordance with that labeled "Proposed Zone for Easement in Public Space" as shown on Sheet C4.5 of the Plans dated April 8, 2024. The exact location, timing, and conditions for acceptance of the easement shall be determined at the time of Final Site Plan approval for Landbay 601A or 601B, whichever is delivered first.

88 The Developer agrees to complete construction of the improvements to the public open space areas prior to the granting of the corresponding easements. In addition, the Developer agrees to grant temporary public access easements, as needed, in forms acceptable to the County Attorney and the County Manager, over and across interim improvements as described in this condition. If Landbay 701 of the Phased Development Site Plan is developed first, the temporary public access easements shall include an easement, in a form acceptable to the County Attorney and the County Manager, for the existing pathway approximately 12 feet wide, or an alternative pathway that is acceptable to the County for the purpose of maintaining pedestrian access through the site and providing a connection from the Public Plaza to South Fern Street, until the beginning of construction of on the area the pathway is located on. The easement shall expire upon the beginning of construction of the Landbay with said pathway. Notwithstanding the foregoing, this Condition shall not require improvements to the existing pathway.

Affordable Housing

89 The Developer agrees to meet the requirements of subsection 15.5.8 (C) of the Arlington County Zoning Ordinance (ACZO) (as may be modified) either through a monetary contribution or provision of on-site or off-site residential units.

90 In addition to meeting the requirements of subsection 15.5.8 (C) of the ACZO (as may be amended), the Developer agrees to provide on-site committed affordable housing (CAF) units equal to at least 10 percent of the total net new residential density constructed throughout the entirety of the Phased Development Site Plan (SPLA23-00021). Net new residential density is all residential density in excess of the existing base density described in Condition #75, that is, in excess of 563,108 square feet of gross floor area.

91. The number and size of the CAF units shall be determined at the time of Final Site Plan for each land bay that includes net new residential density. Each of the CAF units shall meet the Virginia Statewide Building Code and the Virginia Maintenance Code minimum standards for occupancy, each bedroom size being adequate for a minimum of two (2) persons. Each CAF bedroom shall contain at least one (1) window to the exterior of the building. 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.

92. 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, and minus any mandatory fees (such as fees for amenities, pest control, Wi-Fi, or package handling). 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.

93. 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%.

94. Compliance Period. The Developer agrees that all CAF Units within any land bay that includes net new residential density will remain affordable as defined in Condition #92 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 in the specific building where the CAF Units are located within that land bay.

Sustainable Design

95. The Developer agrees that it will follow the guidance of the Pentagon City Sector Plan with regard to sustainable design in each final site plan application.

Transportation Management Program

96. The Developer agrees to implement a Transportation Demand Management (TDM) program consistent with the Pentagon City Sector Plan and other County policies and practices for each building constructed per a Final Site Plan approval for development of any and bay within Parcel 1C South (12th Street Landing).

Compliance with Administrative Regulation 4.1

97. The Developer agrees to comply with Administrative Regulation 4.1, as may be amended from time to time, for the submission of all Final Site Plan applications. No building permit shall be issued until a Final Site Plan for the corresponding land bay has been approved by the County Board, and all conditions related to the issuance of such permit have been met.

ADAPTIVE REUSE SITE PLAN AMENDMENT ORDINANCE (SPLA26-00006)
601 & 701 12th Street South (SP #105: SP-2 & SP-3)

WHEREAS, an application for an Adaptive Reuse Site Plan Amendment dated March 4, 2026, for SPLA26-00006, was filed with the Office of the Zoning Administrator; and

WHEREAS, the Planning Commission held a duly advertised public hearing on the Adaptive Reuse Site Plan Amendment on July 6, 2026, and recommended that the County Board approve it; and

WHEREAS, as indicated in the Staff Report prepared for the July 18, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Adaptive Reuse Site Plan Amendment pertaining to the 601 and 701 12th Street South buildings (RPC #35-004-004 and -006) subject to conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Adaptive Reuse Site Plan Amendment on July 18, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Adaptive Reuse Site Plan Amendment pertaining to the 601 and 701 12th Street South buildings (RPC #35-004-004 and -006):

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Reduced Required Parking (ACZO § 14.3) to allow less than 0.5 spaces/unit;**
    - **Altered Parking Stall Size and Drive Aisle Dimensions (ACZO §14.3.3.C);**
    - **Density exclusions for up to 55,095 sq. ft. of GFA consisting of below grade storage, ancillary, and mechanical space, and above grade vertical air shafts only**
    - **Other modifications necessary to achieve the proposed development project.**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety, and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated March 4, 2026, for SPLA26-00006, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition 1 below and dated June 12, 2026, (which drawings, etc… are hereafter collectively referred to as "Adaptive Reuse Site Plan Amendment Application"), for an Adaptive Reuse Site Plan Amendment to convert the office buildings located at 601 and 701 12th Street South to residential buildings, with new additions, consisting of up to 607 total residential units, up to 29,990 sq. ft. of total retail GFA (or other non-residential uses as permitted per ACZO §9.6.5., as may be amended), and up to 3,579 sq. ft. of total office GFA, with modifications of zoning ordinance requirements described above, for the parcel of real property known as RPC# 35-004-004 and -006, approval is granted and the parcel so described shall be used according to all previously approved conditions for Final Site Plans SP-2 and SP-3 of the Pentagon City PDSP (SP #105) as originally approved by the County Board on January 6, 1979 and April 1, 1981, respectively, as has been revised subject to County Board approval of site plan amendments, and the conditions of this Adaptive Reuse Site Plan Amendment Ordinance provided below. The Developer shall comply with all previously approved conditions of SP-2 and SP-3 of the Pentagon City PDSP (SP #105), where applicable, and the following new conditions for the Adaptive Reuse Site Plan Amendment for the 601 and 701 12th Street South buildings.

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(s), 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

A. 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 Adaptive Reuse Site Plan Amendment. 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.

B. The Developer agrees that these conditions shall apply solely to the Adaptive Reuse Site Plan Amendment application (SPLA26-00006) including the revised plans dated June 12, 2026, approved by the County Board on July 18, 2026. These conditions apply solely to the buildings located at 601 and 701 12th Street South buildings (RPC #35-004-004 and -006). Where there is a conflict between these conditions associated with this Adaptive Reuse Site Plan Amendment (SPLA26-00006) and the conditions previously approved for the subject buildings per SP-2 and/or SP-3 of SP #105, such as but not limited to conditions specific to the use of the buildings located at 601 and 701 12th Street South as office buildings, these Adaptive Reuse Site Plan Amendment conditions shall overrule the prior applicable conditions provided that the Developer is in compliance with all prior approved conditions.

2. Adaptive Reuse Site Plan Amendment Compliance and Expiration

A. **Compliance (Life of the Adaptive Reuse Site Plan Amendment).** The Developer agrees to comply with these conditions set forth below, and the revised plans dated June 12, 2026 and reviewed and approved by the County Board as part of the Adaptive Reuse Site Plan Amendment approval (as used in these conditions, the term "Adaptive Reuse Site Plan Amendment" shall refer to the approved SPLA26-00006) and made a part of the public record on July 18, 2026, 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. If the Initial Building Permit has not been issued for the first building to be converted or constructed pursuant to the approved Adaptive Reuse Site Plan Amendment, then this Adaptive Reuse Site Plan Amendment approval expires on July 31, 2029, unless otherwise extended by the County Board. Extension of this approval shall be at the sole discretion of the County Board and shall not be considered an amendment pursuant to ACZO §15.5.3.D. The Developer agrees that this discretion shall include a review of this Adaptive Reuse Site Plan Amendment and its conditions for compliance with current County policies for land use, planning, zoning and special exception uses. The Applicant agrees that pursuant to ACZO §15.5.3.D, this Adaptive Reuse Site Plan Amendment may not be further amended, expanded or substantively changed without applying for a major or minor site plan amendment pursuant to ACZO §15.5.3.A or B, as amended.

C. The Zoning Administrator is authorized to administer and interpret the conditions of this Adaptive Reuse Site Plan Amendment 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 Adaptive Reuse Site Plan Amendment, 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 Adaptive Reuse Site Plan Amendment. The Zoning Administrator is authorized to enforce violations of the conditions of this Adaptive Reuse Site Plan Amendment in the same manner as violations of the Arlington County Zoning Ordinance.

3. Permitting Process and Post-County Board Approval Filing.

A. The Developer agrees to obtain all permits, such as but not limited to applicable demolition, land disturbing activity, commercial and residential building permits and occupancy permits, as deemed necessary by Arlington County in a manner consistent with adopted Arlington County codes and ordinances and these conditions for the purposes of implementing this Adaptive Reuse Site Plan Amendment (SPLA26-00006) approved by the County Board on July 18, 2026. The developer further agrees that any permits deemed necessary to alter and/or improve any areas of the subject site not related to the building permit activity associated with this Adaptive Reuse Site Plan Amendment shall require submission and approval of applicable plans and/or permits. The Developer agrees that they may construct and/or convert the two buildings subject to this Adaptive Reuse Site Plan Amendment separately, per Condition #4 below, with the following conditions applicable to each building individually.

B. **Final Adaptive Reuse Amendment Plan Review (Post-County Board 4.1 Filing)**. 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 Adaptive Reuse Site Plan Amendment until the post-County Board 4.1 filings have been approved by the County Manager or his/her/their designee. The Developer further 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. Multi-Building Phasing Plan (Demolition or Land Disturbing Activity Permits for this Adaptive Reuse Site Plan Amendment) 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 subject Adaptive Reuse Site Plan Amendment buildings, unless otherwise stated in these conditions. Prior to the issuance of any Demolition or Land Disturbing Activity Permits, the developer may submit a phasing plan ("Phasing Plan") to the County Manager, for County Manager 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.

5. 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 encroachment associated with and/or required to build the adaptive reuse site plan amendment 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 (First Building Permit)** Further, the Developer agrees that, in addition to 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 Building Permit is issued:

1) Obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and,
2) Met all 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 #15, 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 Encroachment(s).** Completion of the requirements and conditions of Vacation and/or Encroachment Ordinance(s) associated with and/or required to build the adaptive reuse site plan amendment project may be phased pursuant to a Phasing Plan approved per Condition #4, provided that:

1) 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
2) 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 adaptive reuse site plan amendment project.

6. 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 Adaptive Reuse Site Plan Amendment and shown on any filing in connection with this Adaptive Reuse Site Plan Amendment.

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 the Developer's 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 #14.

2) **Approval of Tree Replacement Plan and Calculations, and Tree Canopy Fund Donation (Final Building Permit)** The Developer agrees that any replacement trees that cannot be accommodated on site shall be provided in a monetary amount to the Tree Canopy Fund prior to the issuance of the Final Building Permit. The Developer agrees to make a contribution to the County's Tree Canopy Fund of at least $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.

7. Construction Trailers Located in Whole or In Part on Private Property within the 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 #4. 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 #6.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.

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

A. For each building or phase of development, the Developer agrees to produce and submit to the Zoning Administrator a photographic record of development, starting with a record of the site as it appears before demolition is begun, including photographic records during construction, and ending with a photographic record of the development as it appears after completion of construction, 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 converted, 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.

2) (**Final Building Permit)** Before issuance of the Final Building Permit – Photos of Site Clearance and Construction: Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included and; views of the site upon construction of the first floor above grade (for new structures only), at topping out (for new structures only), and during the exterior cladding phase.

3) (**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.

9. Construction Related Measures (Throughout Construction of the Adaptive Reuse Site Plan Amendment)

A. Maintenance of Traffic Plans

1) All Maintenance of Traffic Plans (MOT) for this Adaptive Reuse Site Plan Amendment 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 Saturdays, 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 find that, 1) for right-of-way improvements required by the adaptive reuse site plan amendment, 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 South Hayes Street, 12th Street South, and South Fern Street 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. Exceptions may be made during an emergency, 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.

3) Prior to issuance of the initial building permit or demolition permit, whichever comes first, for each building or phase of this Adaptive Reuse Site Plan Amendment, the Developer agrees to submit documentation to the Zoning Administrator that the Developer has provided each approved Construction Hauling Route Plan to the Aurora Highlands Civic 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 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 onsite construction activity during hours other than those identified above. The Zoning Administrator may approve such request only if the Developer can show that the onsite 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 and Streetscape Surfaces. The Developer agrees to maintain street and streetscape surfaces adjacent to the site in their current condition during the construction period of this Adaptive Reuse Site Plan Amendment. 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 Adaptive Reuse Site Plan Amendment. 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 Adaptive Reuse Site Plan Amendment 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. The Developer further agrees to repair or replace, as deemed necessary, any streetscape elements damaged during construction of this Adaptive Reuse Site Plan Amendment including but not limited to sidewalks, streetscape furnishings, streetlights, street trees and landscape plantings, and curb and gutter.

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 initial building permit and prior to the shut-down or removal of any existing lighting and operated from

implementation until lighting fixtures as approved in Condition #12 are in place and operational around the perimeter of the site.

E. **Off-Street Parking for Construction Workers.** 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, for each building or phase of this Adaptive Reuse Site Plan Amendment. The Developer agrees to obtain the review and approval by the Zoning Administrator of such plan prior to the issuance of the initial building permit for each building or phase of this Adaptive Reuse Site Plan Amendment. 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 construction of each building or phase of this Adaptive Reuse Site Plan Amendment. 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.

10. Community Outreach During Construction (Demolition and Land Disturbing Activity Permits and Throughout Construction of the Adaptive Reuse Site Plan Amendment) For each building or phase, 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 Aurora Highlands Civic Association), and to the Zoning Administrator, and shall be posted at the entrance of the project.

B. Community Meeting. Before commencing any construction activity for each building of this Adaptive Reuse Site Plan Amendment, the Developer agrees to hold a community meeting with those whose property abuts the project and the Aurora Highlands Civic Association 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 each building or phase of this Adaptive Reuse Site Plan Amendment, 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.

11. Construction Site Maintenance Requirements (Demolition and Land Disturbing Activity Permits and Throughout Construction of the Adaptive Reuse Site Plan Amendment)

A. The Developer agrees to the following site maintenance requirements during construction of this Adaptive Reuse Site Plan Amendment:

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 Adaptive Reuse Site Plan Amendment 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 workday 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

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.

12. 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 #4 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) **Approval of Plan (Initial Building 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 Initial Building Permit, for any phase of the project (approved pursuant to Condition #4), with the exception of any initial building permit (commercial alteration) for the sole purpose of demolishing existing building facades which may be obtained prior to approval of the Civil Engineering Plan. The

Developer further agrees that the approved Civil Engineering Plan shall conform to this Adaptive Reuse Site Plan Amendment 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 #14.

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.** 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.

a. 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.

b. Notwithstanding below grade structures existing and shown on the plans adopted by the County Board on July 18, 2026, 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.

c. Notwithstanding the foregoing provisions and below grade structures existing and shown on the plans adopted by the County Board on July 18, 2026, 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: N/A

d. Within the structure-free zone, proposed 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**. Water services and public water main improvements, as listed below:

(1) N/A

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**. Public sanitary sewer main improvements, as listed below:
a. N/A

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**. Public storm sewer improvements and public storm water management facilities as listed below:
   a. N/A

      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.** 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, except for those otherwise existing and shown on the plans adopted by the County Board on July 18, 2026.

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. South Fern Street: Construct a street section of approximately 53.9 feet as shown on the Civil Engineering Plan approved by the County Manager. Construct a 6-foot-wide curb adjacent bicycle facility along the west side of the South Fern Street frontage, including a 4-foot-wide raised median buffer and 7-foot-wide parking lane.
ii. 12th Street South: Maintain the existing street section of approximately 55.1 feet as shown on the Civil Engineering Plan approved by the County Manager.
iii. South Hayes Street: Maintain the existing northbound street section of approximately 48.3 feet as shown on the Civil Engineering Plan approved by the County Manager.
iv. Garage Driveway: Maintain the existing driveway section of approximately 23.6 feet to 23.9 feet as shown on the Civil Engineering Plan approved by the County Manager.

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:

South Fern Street:
- *Minimum streetscape width measured from the back of curb: 27.5 feet_____*
- *Minimum clear sidewalk width: 8 feet*
- *Tree pits/planting strip dimensions: 5 feet*
- *Minimum shy zone: 14.5 feet*

South Hayes Street:
- *Minimum streetscape width measured from the back of curb: 26.5*
- *Minimum clear sidewalk width: 12 feet*
- *Tree pits/planting strip dimensions: 6.5 feet*
- *Minimum shy zone: 8 feet*

12th Street South:
- *Minimum streetscape width measured from the back of curb: 19 feet*
- *Minimum clear sidewalk width: 10 feet*
- *Tree pits/planting strip dimensions: 6 feet*
- *Minimum shy zone: 3 feet*

Garage Driveway:
- *Minimum clear sidewalk width; 8 feet (east side) and 6 feet (west side)*

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 #14.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 the South Fern Street and 12th Street South 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. N/A

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 #12.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. 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.

    g. Transit facilities

    h. Visitor bicycle facilities

i. 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 #12.C.3) below.

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

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

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #12.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; and 3) the Developer has provided reasonable assurances that the work will be completed in accordance with the Site Plan's approved design.

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 (SWMF) 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 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).

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #12.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 #4, 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 this Adaptive Reuse Site Plan Amendment.

13. 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.

14. Final Landscape Plan (As Specified Below)

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

1) 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 adaptive reuse site plan amendment 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 adaptive reuse site plan amendment 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. The locations of all trees, showing that there are no conflicts between trees and existing or proposed utilities.
   c. The location and depth of all existing and proposed utility meters, underground utility vaults and boxes, utility lines, transformers, and at-grade mechanical equipment.
   d. 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.
   e. The location of all existing and proposed fire hydrants and standpipes, storm sewers and storm water management facilities, and sanitary sewers and appurtenances.
   f. 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.
   g. 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.
   h. The location of all street light fixtures, poles, meters, service cabinets and power connection appurtenances along the frontages of the site.
   i. 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.
   j. The final streetscape design, including sidewalks, Green Ribbon pathways, street trees, tree pits, bicycle racks, and sidewalk pattern/design and final selection of materials and colors to be used.
   k. The limits of clear pedestrian zones of all public sidewalks and pedestrian access.
   l. 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.

m. The location, design and details of the retail visitor/customer bicycle spaces, pursuant to Condition #12 above.
n. The location of public use and access easement areas, including final landscape design and installations in these areas.
o. 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 (Initial Building Permit)**. The Developer agrees to obtain approval of the Final Landscape Plan by the County Manager, prior to issuance of the Initial Building Permit for interior conversion or new construction, whichever occurs first. Notwithstanding the foregoing, any initial building permit (commercial alteration) for the sole purpose of demolishing existing building facades may be obtained prior to approval of the Final Landscape Plan. 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 proposed new 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 Adaptive Reuse Site Plan Amendment 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 Adaptive Reuse Site Plan Amendment drawings per Condition #2 and all applicable streetscape design guidelines or standards, and shall:
   i. Continue across all driveway aprons for loading and garage entrances along all frontages of the Adaptive Reuse Site Plan, and not contain any barriers that would impede the flow of pedestrian traffic.
   ii. 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.
   iii. Be designed and installed in compliance with Department of Environmental Services Construction Standards and Specifications.
   iv. 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.
   v. Not contain joints or use patterns that create gaps of ¼-inch in depth or greater at a spacing of less than 30 inches.

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:

   South Hayes Street:
   - Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 12.B.9.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

   12th Street South:
   - Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 12.B.9.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

   South Fern Street:
   - Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 12.B.9.a
   - Tree size: minimum 3½ inches caliper
   - Tree spacing: 28-32 feet apart on center, except where existing garage structure exists and tree cannot be planted, 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 Article 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 #12.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 minimum 2-inch pots.

C. **Installation and Maintenance of Landscape Plan Elements (First Partial Certificate of Occupancy for Tenant Occupancy).** The Developer agrees to implement the approved sidewalk, landscaping and street tree improvements of the Final Landscape Plan as follows:

1) **Installation (First Partial Certificate of Occupancy for Tenant Occupancy).** The Developer agrees that all improvements shall be constructed and/or installed prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of any space above grade for the respective Phase of construction (as "Phase" is determined pursuant to the approved Phasing Plan required in Condition #4 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:
      i. 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.
      ii. 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.
      iii. 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.
      iv. 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.
      v. Finished grades shall not exceed a slope of three to one, unless otherwise shown on the approved plans.
      vi. 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 #4 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 #4 above).

3) **Maintenance and Replacement (Life of Adaptive Reuse Site Plan Amendment)** 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 Adaptive Reuse Site Plan Amendment 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 this Adaptive Reuse Site Plan Amendment 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.

15. Recordation of Deeds of Public Easements and Deeds of Dedications (Submission – Initial Building Permit; Recordation – First Partial Certificate of Occupancy for Tenant Occupancy)

A. **Fee Interests**. Intentionally omitted.

B. **Easement Interests**. Where public improvements or public uses, including, but not limited to, sidewalks, plazas, Green Ribbon pathways, 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 Adaptive Reuse Site Plan Amendment conditions, the Developer agrees for each Phase of the project, pursuant to the approved Phasing Plan required in Condition #4 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 Adaptive Reuse Site Plan Amendment conditions, to:

1) **Submission for Review (Initial Building 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 Initial Building 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 Adaptive Reuse Site Plan Amendment, or an approved Phase of the Adaptive Reuse Site Plan Amendment, if it is being phased, once the Developer records any easements required by this Condition #15, the Developer may continue construction of Adaptive Reuse Site Plan Amendment improvements located within such easement area without a right-of-way permit provided that the Developer meets the requirements set forth in Condition #12.C.

16. Secure Bicycle Parking Facilities (As Specified Below)

The Developer agrees to provide, as a part of this Adaptive Reuse Site Plan Amendment and at no charge to the user, secure bicycle parking facilities for each building subject to this Adaptive Reuse Site Plan Amendment as described below:

A. **Design of Class I Secure Bicycle Parking Facilities**

1) The Developer agrees to obtain approval by the County Manager or his/her/their designee of the secure bicycle parking facilities for each building that comply with the standards below as part of the applicable architectural floor plans, prior to issuance of the Initial Building Permit for each building or phase of this Adaptive Reuse Site Plan Amendment. 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 or phase.

2) The Developer agrees that all Class I (secure) bicycle parking shall meet Arlington County Bicycle Parking Standards, 2020 Update, or subsequent revision in effect on the date of Adaptive Reuse Site Plan Amendment 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. Residential uses: One (1) resident bicycle parking space for every 2.5 residential units, or portion thereof.

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

B. **Installation of Secure Bicycle Parking 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 of this Adaptive Reuse Site Plan Amendment all secure bicycle parking facilities, in approved permit drawings per Condition #16.A.1) above for that building or phase of construction, shall be fully installed and operational.

17. Façade Treatment of Buildings (As Specified Below)

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

B. **Submission of Facade Elevation Drawings and Material Samples (Initial Building Permit)**
The Developer agrees to submit for review by the County Manager or his/her/their designee prior to the issuance of the Initial Building Permit for each respective building or phase of this Adaptive Reuse Site Plan Amendment, 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, including a depiction of existing façade materials to remain, 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 #17, as being consistent with the intent of the County Board's approval of the Adaptive Reuse Site Plan Amendment, including any changes approved administratively, prior to the issuance of the Final Building Permit for each building of this Adaptive Reuse Site Plan Amendment.

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 for each building of this Adaptive Reuse Site Plan Amendment.

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 Adaptive Reuse Site Plan Amendment 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.

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 Adaptive Reuse Site Plan Amendment design; and (iii) adjustments required due to adjustments of the elements of the retail space as described in Condition #22 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 #17, 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. All such temporary retail façade treatments shall be subject to approval of an Administrative Change to the Façade Plan per this Condition #17 and shall comply with Article 13 of the Zoning Ordinance and all associated elements of the Building Code, including approval of necessary building permit applications prior to installation.

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, except where louvered or screened treatment is necessary to accommodate mechanical equipment ventilation. 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 12th Street South are required to have an overall minimum transparency of 65% of the ground floor (the area between 2 – 10 ft. 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, uplighting, or the like, of any architecture, including buildings, structures, sites and facades, shall not be permitted unless specifically called out on the Adaptive Reuse Site Plan Amendment and approved by the County Board. Minor adjustments to architectural illumination shown on the façade elevations that were not specifically shown on the Adaptive Reuse Site Plan Amendment approved by the County Board may be approved by the Zoning Administrator through the administrative change process. 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 Article 13.2.3.D ("Architectural lighting and embellishments and lighting of rooflines") of the Arlington County Zoning Ordinance, shall require a Site Plan Amendment.

18. Public Improvements Bond

A. **Bond Estimate (Initial Building 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 #4 above, and prior to the issuance of the Initial Building 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.

19. Loading Spaces (Initial Building Permit). The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Initial Building Permit. The Developer agrees that all loading spaces 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. 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.

E. Where applicable, the loading dock door(s) 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.

20. Parking

A. **Site Plan Requirements**

1) Adaptive Reuse Site Plan Amendment Parking Requirements

A. The Developer agrees that, unless specifically identified in this condition, parking shall be provided consistent with Article 14.3 of the Zoning Ordinance except as otherwise exists as shown on the parking plans for this Adaptive Reuse Site Plan Amendment attached to the staff report and approved by the County Board on July 18, 2026.

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, or as otherwise provided below. The approved parking ratios or spaces, by use type, are presented below:

Use Type	**Approved Parking Ratio**
Residential -	0.20 spaces per unit (to include residents, accessible spaces & residential building employees)
Residential Visitor	0.05 spaces per unit for the first 200 units of each building designated residential visitor parking. Visitor spaces shall be available for visitor use at all times and must be located on-site.
Retail -	1 space per 250 square feet of GFA, after approved exclusion for proximity to Metro Station (to include retail customers, retail employees and accessible spaces)
AVIS vehicle rental -	100 spaces minimum, for the life of the approved vehicle rental use permits (UPER23-00002 and UPER23-00003) on the subject site. Notwithstanding the foregoing, in the event the vehicle rental use permits (UPER23-00002 and UPER23-00003) are discontinued by the County Board or otherwise become void, per Zoning Ordinance §15.4, then no vehicle rental parking spaces are required.

C. The Developer agrees that the number of compact spaces counted toward the total number of "Required Spaces shall not exceed 15% of the total number of "Required Spaces" except as otherwise exists as shown on the parking plans attached to the staff report for this Adaptive Reuse Site Plan Amendment (SPLA26-00006) and approved by the County Board on July 18, 2026. 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, if applicable.

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.

d. The Developer agrees all residential visitor and accessible spaces shall be provided on-site and not located off-site.

2) **Garage and Parking Management Plans**

d. **Garage Plan (Shell and Core Certificate of Occupancy)**
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 Shell and Core Certificate of Occupancy. 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.

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

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

21. Signage (Life of this Adaptive Reuse Site Plan Amendment) The Developer agrees that all signage for the buildings subject to this Adaptive Reuse Site Plan Amendment shall be in accordance with the Arlington County Zoning Ordinance, as it may be amended from time to time.

22. 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 each phase of development. 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. **Standards for Ground Floor Spaces:** Ground floor spaces shall be designed and constructed to meet the Retail and Urban Design Guidelines set forth in the Arlington County Retail Plan (ACRP), as may be further amended.

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 #22, 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 Adaptive Reuse Site Plan Amendment 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 #22. All other changes to the approved retail will require a Site Plan amendment.

2) The Developer agrees that all ground floor spaces shown as retail on the Adaptive Reuse Site Plan Amendment 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 retail to office or other uses inconsistent with the ACRP, as may be further amended, shall require a Site Plan amendment.

23. Obtain Master Certificate of Occupancy (Within 12 months of Receipt of the Certificate of Occupancy that permits full occupancy). For each building, 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 per this Adaptive Reuse Site Plan Amendment. 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.

24. Retention of Approved Parking Ratio over Subdivided Site (Life of Adaptive Reuse Site Plan Amendment). 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.

25. Density and Approved Site Areas over Subdivided Site (Life of Adaptive Reuse Site Plan Amendment).

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

B. The Developer agrees that the site area shall be allocated as follows:

701 12th Street South	105,422 sq. ft.
601 12th Street South	107,063 sq. ft.

26. Canopies and Awnings (Life of the Adaptive Reuse Site Plan Amendment)

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 Adaptive Reuse Site Plan Amendment, 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.

27. Public Spaces

A. Grant Easements to County (First Partial Certificate of Occupancy for Tenant Occupancy of the First Residential Unit)

The Developer agrees to grant permanent public use and access easements free and clear of any liens and encumbrances, ("Public Use and Access Easements") to the County Board of Arlington County, Virginia and the public at large, providing for public use and access by pedestrians and other users and for use and access by fire, police, and other emergency services through the public spaces as shown on the landscape plans, and shown approximately as: "8,906 SF VARIABLE WIDTH PUBLIC PEDESTRIAN ACCESS EASEMENT (TO BE GRANTED)" and "27,023 SF VARIABLE WIDTH PUBLIC PEDESTRIAN ACCESS EASEMENT (TO BE GRANTED)", on Sheet C-01D Public Easement Exhibit, of the 4.1 Submission, dated June 12, 2026 and approved by the County Board on July 18, 2026. The Public Use and Access Easements shall total approximately 35,929 SF and be approved and recorded prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the First Residential Unit of this Adaptive Reuse Site Plan Amendment.

B. Construction and Landscaping (Prior to recording the public use and access easement)

The Developer agrees to construct and landscape the areas of the Public Use and Access Easements, as shown on the plans approved by the County Board on July 18, 2026. Final design and installation shall be approved by the County Manager or his/her/their designee as part of the Final Landscape Plan and the Final Engineering Plan. Construction and landscaping of the Public Access Easements shall be completed prior to the granting of the Public Use and Access Easements.

C. The Developer agrees that the Public Use and Access Easements shall be granted by deed, in a form acceptable to the County Attorney, in substance acceptable to the County Manager, and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. Among other things, the Public Use and Access Easements shall include, as applicable, the consent and subordination of any lien, mortgage or deed of trust and the consent and subordination of all parties and entities having any priority property interest, in any portion of the Public Use and Access Easement areas.

D. The Developer agrees it shall be responsible for, and the Public Use and Access Easements shall include a provision stating, that the Developer shall, at its sole cost and expense, provide for the continued care,

maintenance, repair, and replacement, including, but not limited to snow and ice removal, of all the areas within the Public Use and Access Easements and all facilities and improvements, including, but not limited to, landscaping, fountains, water features, benches, fixed seating, tables, banners and signage (if approved pursuant to ACZO), hardscape, pavement, lighting, art work, trash and recycling receptacles, stairways, bicycles racks, landscaping and any other structural or decorative features located within the area of the Public Use and Access Easements.

E. In addition to the above requirements, the Developer agrees that the Public Use and Access Easements shall include the following requirements:

a. The Developer, and its successors and assigns, shall remain the owner of all structures, facilities and features located within or on the Public Use and Access Easement areas.
b. A provision indemnifying and holding harmless the County Board, its elected and appointed officials, employees and agents from all liability, claims, damages, cost and expenses of whatever nature concerning or arising out of the construction, maintenance, repair, replacement, removal and regulation of the area of the Public Use and Access Easements and the facilities and improvements therein.
c. The Developer may temporarily limit access to the some of the Public Use and Access Easement areas, except for fire, police and other emergency personnel, (i) in order to conduct emergency repairs or (ii) in order to address conditions causing an immediate risk to health or safety of the public.
d. The Public Use and Access Easement areas shall remain open 24 hours a day, seven days a week.
e. In addition to the above, the Public Use and Access Easement areas shall remain open at all times to pedestrians and the public at large, except during temporary, limited times, as approved by the County Manager, or his designee, for the Developer to complete normal maintenance or repairs or undertake other safety related activities.
f. 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.

F. Public Use and Access Easement Naming and Address. The Developer agrees that the permanent name for the "8,906 SF VARIABLE WIDTH PUBLIC PEDESTRIAN ACCESS EASEMENT (TO BE GRANTED)" portion of the Public Use and Access Easements area 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 names for the public space within this portion of the Public Use and Access Easements in accordance with the Naming Policy and shall be completed prior to starting construction of the area of public space encumbered by the Public Use and Access Easements. The Developer agrees to assign a permanent address for the public space portion of the Public Use and Access Easement area in accordance with the applicable Arlington County policies and procedures.

28. Metro Underpass and Tunnel.

A. The Developer agrees to consider providing pedestrian access from its parking garage to the existing pedestrian underpass (stairs) and underground tunnel, as defined and prescribed in an easement recorded in DB 2229 PG 337 recorded March 30, 1986 (Deed of Easement), connecting to the Pentagon City Metrorail Station Mezzanine; and

B. The Developer further agrees to coordinate with all relevant parties to the Deed of Easement to expand the hours of operation and access through the existing underpass and tunnel to be open one hour before the Metro station opening time until one hour after Metro station closing time.

29. 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.

The enacted Ordinance of Encroachment reads as follows:

ORDINANCE TO PERMIT THE ENCROACHMENT OF PORTIONS OF EXISTING UNDERGROUND GARAGE AND PORTIONS OF PROPOSED ELECTRICAL TRANSFORMER VAULTS UNDER PORTIONS OF EXISTING PUBLIC STREET AND UTILITIES EASEMENTS LOCATED ALONG THE SOUTH HAYES STREET, 12TH STREET SOUTH, AND SOUTH FERN STREET FRONTAGES OF THE BUILDINGS LOCATED AT 601 AND 701 12TH ST. S., ARLINGTON, VIRGINIA, RPC NOS. 35-004-004 AND -006, WITH CONDITIONS.

BE IT ORDAINED by the County Board of Arlington County, Virginia, that the Applicant, JM Zell Partners, LTD. ("Applicant"), as contract purchaser and developer of the subject parcels of real property, with the consent of the underlying fee simple owners, Brookfield Properties 601 South 12th Street CO. LLC, and Brookfield Properties 701 South 12th Street CO. LLC (together, "Owners") (collectively Applicant and Owners are referred to as "Applicant/Owner"), is hereby permitted to allow the continued encroachment of four areas of the existing underground garage, and the encroachment of two proposed electrical transformer vaults, all under portions of two existing easements for public street and utilities purposes on portions of South Hayes Street, 12th Street South, and South Fern Street located along the frontages of the buildings located at 601 and 701 12th St. S., Arlington, Virginia, RPC Nos. 35-004-004 and 35-004-006. The dimensions and spatial locations of the permitted encroachments are depicted in Attachment 2 to the report to the County Board, entitled: "Plat Showing Encroachment Areas Within Existing Easements for Public Street and Utilities Purposes, Deed Book 2013 Page 725 and Deed Book 2062 Page 914 on Parcel "1-A" Pentagon City One Realty Limited Partnership Deed Book 2013 Page 725 and on Parcel "1-B" Resub. Pentagon Tract Development Corp. and River House Corp. Deed Book 2062 Page 914, Arlington County, Virginia," prepared by Vika Virginia, LLC, dated June 12, 2026 ("Plat"). All existing and proposed encroachments, including all equipment and facilities therein, are only permitted to serve the buildings and uses authorized by special exception site plans SP #105 (SP-2) and SP #105 (SP-3), including Adaptive Reuse Site Plans (SPLA 26-00004 and SPLA26-00006), and any approved amendments thereto. No other structures are permitted to be installed or constructed by the Applicant/Owner, or to exist within the County property shown on the Plat.

BE IT FURTHER ORDAINED that this permission for the encroachments authorized by this Ordinance shall continue until such time as those portions of the structures encroaching within the public street and utilities easements are destroyed, removed, no longer in use, or not continuously and promptly maintained by the Applicant/Owner. Nothing in this Ordinance shall be construed either: to allow the installation by Applicant/Owner of any

structures other than the structures as shown on the Plat; or to allow any greater encroachments beyond the dimensions and spatial areas shown on the Plat.

BE IT FURTHER ORDAINED that the Applicant/Owner, its successors and assigns, shall continuously and promptly maintain the encroaching structures, and maintain, restore, repair, and replace all County owned facilities, within and adjacent to the right-of-way, including any facilities that are damaged by the installation, maintenance, destruction, continued existence, repair or removal of the encroaching structures, in accordance with the Site Plans, as amended, and all applicable County standards.

BE IT FURTHER ORDAINED that this Ordinance shall not be construed to release the Applicant/Owner, its successors and assigns, of negligence on their part on account of such encroachments, and the Applicant/Owner, its successors or assigns, by constructing, or causing to be constructed, and by continuing to have the structures encroach within the public easement, thereby agrees for itself, its successors 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 out of the construction, maintenance, repair and removal of the structures, and the permission for the portions of the structures to encroach within the easements permitted by this Ordinance.

BE IT FURTHER ORDAINED that on or before July 31, 2029, the Applicant/Owner, its successors or assigns, at its sole expense, shall cause a certified copy of this Ordinance and an encroachment plat, approved by the Director of the Department of Environmental Services or his designee, to be recorded in the land records of the Arlington County, Virginia Circuit Court and evidence thereof shall be promptly delivered by the Applicant/Owner, its successors or assigns, to the Real Estate Bureau Chief, Department of Environmental Services. The Applicant/Owner, its successors or assigns, shall pay all fees, including the fees for plat review, approval and recordation, associated with this Ordinance.

#37A - Board Report (Final)

#37A - Item Attachment - MAP

#37A - Item Attachment - 4.1 DRAWINGS

#37A - Item Attachment - LETTERS FROM THE PUBLIC

#37A - Item Attachment - LETTER FROM THE PLANNING COMMISSION

#37A - Item Attachment - STAFF PRESENTATION

#37B - Board Report (Final)

#37B - Item Attachment - ATTACHMENT 2 - PRELIMINARY ENCROACHMENT PLAT

#37B - Item Attachment - ATTACHMENT 3 - VICINITY MAPS

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38. Ordinance to amend, reenact, and recodify Chapter 15 (Noise Control), Sections 15-3 (Definitions) and 15-6 (Prohibited Acts) of the Arlington County Code to prohibit the operation of gas-powered leaf blowers and gas-powered leaf vacuums at any time, with an effective date of July 18, 2029, and an alternate effective date of January 18, 2028.

After a duly advertised public hearing, at which there were speakers, a motion was made by MATT DE FERRANTI, Chair, seconded by TAKIS KARANTONIS, Member, to make the following legislative findings based on the record before the Board, including, but not limited to, the staff report, prior briefings on gas-powered leaf blowers and vacuums, and the public comments received today and in writing prior to today's meeting:

- Gas-powered leaf blowers and gas-powered leaf vacuums are significant contributors to noise pollution in Arlington County.

- Research, such as the Characteristics of Lawn and Garden Equipment Sound: A Community Pilot Study (Walker & Banks, 2017), highlights the substantial sound levels generated by these machines.

- Noise from these machines, particularly their low-frequency components, exceeds the World Health Organization's recommended outdoor daytime guideline of 55 dB at distances up to 800 feet. These low-frequency sounds travel farther and penetrate structures more easily, posing risks not only to operators and nearby workers but also to the broader Arlington County community. Documented health effects from gas-powered leaf blowers include, without limitation, auditory risks, annoyance, stress-related responses, sleep disturbances, and cardiovascular impacts. These effects are also caused by gas-powered leaf vacuums

- Gas-powered leaf blowers and gas-powered leaf vacuums unreasonably interfere with public rights common to the general public in Arlington, including but not limited to the right not to be subjected to unreasonably loud, disturbing, and unnecessary noise. These rights are common to all members of the Arlington general public and are not particular to individuals in the enjoyment of their property.

- The adverse impacts of gas-powered leaf blowers and gas-powered leaf vacuums are so great and extensive as to constitute a public annoyance, a public inconvenience, and a wrong against the community.

- Thus, gas-powered leaf blowers and gas-powered leaf vacuums constitute a public nuisance.

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.

A motion was then made by MAUREEN COFFEY, Vice-Chair, seconded by SUSAN CUNNINGHAM, Member, to adopt the ordinance attached as attachment A to the Board report dated July 11, 2026, and amend the effective date of July 18, 2029, with an effective date of January 1, 2029, namely to prohibit the operation of gas-powered leaf blowers and leaf vacuums at any time after January 1, 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.

The adopted Ordinance reads as follows:

ORDINANCE, EFFECTIVE ~~JULY 18, 2029~~ JANUARY 1, 2029, TO AMEND, REENACT, AND RECODIFY CHAPTER 15 (NOISE CONTROL), SECTIONS 15-3 (DEFINITIONS) AND 15-6 (PROHIBITED ACTS) OF THE ARLINGTON COUNTY CODE TO PROHIBIT THE OPERATION OF GAS-POWERED LEAF BLOWERS AND GAS-POWERED LEAF VACUUMS AT ANY TIME

BE IT ORDAINED, effective ~~July 18, 2029~~ January 1, 2029, by the County Board of Arlington County, Virginia, that Chapter 15 (Noise Control), Sections 15-3 (Definitions) and 15-6 (Prohibited Acts) of the Arlington County Code are amended, reenacted, and recodified as follows:

§ 15-3. Definitions.

For the purpose of this chapter, the words used in the present tense include the future; words in the singular number include the plural number and vice versa; the word "shall" is mandatory and not directory; and the following phrases and terms shall have the following meanings unless the context clearly indicates otherwise:

"ANSI" means the American National Standards Institute or its successor bodies.

"Continuous noise" means a noise whose intensity remains essentially constant during the period of observation. Continuous noise for measurement purposes shall be defined as noise which is measured by the slow response setting of a sound-level meter.

"County Board" means the County Board of Arlington County, Virginia.

"County Manager" means the County Manager of Arlington County, Virginia or any of his or her duly-authorized deputies or agents.

"Daytime" means the local time of day between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and between the hours of 10:00 a.m. and 9:00 p.m. on a Saturday, Sunday, legal holiday.

"Decibel (dB)" means the unit of sound magnitude equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the sound pressure being measured to a reference sound pressure, twenty (20) micronewtons per square meter (20 micropascals).

"Decibel-A-weighted (dBA)" means the sound level, in decibels, measured with a sound level meter using the A-weighting network or scale as specified in ANSI S1.4-1983 specification for sound-level meters.

"Gas-powered leaf blower" or "gas-powered leaf vacuum" means any leaf blower or leaf vacuum, including handheld, backpack, or walk-behind equipment, directly powered by an internal combustion engine using gasoline, diesel, alcohol, or other liquid or gaseous fluid.

"Impulsive noise" means noise characterized by brief bursts (usually less than one (1) second in duration) of sound pressure which exceed the sound pressure of the ambient environment.

"Legal holiday" shall mean any of the days designated as legal holidays on the Office Web Site of Arlington County http://www.arlingtonva.us/portals/topics/HolidaySchedule.aspx.

"Mixed-Use District" shall mean any area of the County that is developed with a mixture of commercial, retail and residential uses, whether in the same building or not, and which is located in established Metro Station areas as such boundaries are depicted on the County's General Land Use Plan map, Shirlington, the boundaries of which are shown on the Phased Development Site Plan approved by the County Board on December 4, 1982, and revised June 8, 2002, East Falls Church, as defined in the East Falls Church Area Plan approved April 16, 2011, and the Special Revitalization District of Columbia Pike as depicted on, and described in note 8 of, the County's General Land Use Plan map.

"Motorcycle" shall have the meaning set forth in § 46.2-100 of the Code of Virginia, 1950, as amended, except that for the purposes of this chapter the definition shall include motor scooters, minibikes and mopeds.

"Motor vehicle" shall have the meaning set forth in § 46.2-100 of the Code of Virginia, 1950, as amended.

"Multi-unit structure" means a structure containing three (3) or more separate units, whether residential, commercial, or mixed-use.

"Nighttime" means those times of day not included in the definition of "Daytime."

"Noise" means the intensity, frequency, duration or character of sounds from a single source or multiple sources.

"Noise disturbance" means any sound which exceeds the applicable maximum permissible noise as set forth in Tables I and II of Section 15-5 of this chapter.

"Stationary source" means any equipment or activity capable of generating noise, operating or occurring on any parcel of property or public space.

"Zoning district or districts" means the classifications described in §2.B., of the Arlington County, Virginia, Zoning Ordinance.

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§ 15-6. Prohibited Acts.

A. It shall be unlawful for any person, group of persons, or entity to make or continue, or cause to be made or continued, any noise disturbance, as that term is defined above.

B. In addition, the following prohibited acts set forth in this § 15-6 are prohibited regardless of the decibel level of that noise. For purposes of the measurements set forth below, if the source of the sound is not visible, then the measurement shall be taken from the exterior wall of the building, structure or other enclosure in which the source of the sound is located.

C. It shall be unlawful for any person to sound a vehicular horn or other audible signal device except as an emergency warning signal permitted pursuant to § 15-5.F.5.

D. It shall be unlawful for any person to sell anything by outcry during the Nighttime. The selling by outcry of merchandise, food and beverages at licensed entertainment events is excluded from the prohibition of this subsection.

E. It shall be unlawful for any person to use any machine or device during the Nighttime for the production or reproduction of sound which is cast upon public streets or lands for the purpose of commercial advertising or of attracting the attention of the public to any building, structure or activity. If such machine or device is used only intermittently for announcing or paging an individual, or signals the ringing of a telephone, or the commencement or conclusion of work or school, or is permitted by § 15-5.F., it shall be exempt from the prohibition of this subsection.

F. It shall be unlawful for any person to use, operate, or play, or to permit the use, operation or playing of, any radio, television, phonograph, record, compact disc or tape player, drum, musical instrument, loudspeaker, sound amplifier or similar device or machine which produces, reproduces or amplifies sound in such a manner as to be heard within any dwelling unit, house or apartment of another person at least 20 feet from the source of the sound, or at least 50 feet from the source of the sound and either across any real property boundary or at the curb or on the edge of the pavement of any built street.

G. It shall be unlawful for any person in a group of four or more persons to engage, during the nighttime, in yelling, wailing, shouting, or screaming such that the yelling, wailing, shouting or screaming is heard in any "R" or "RA" District including "RA14-26", "RA8-18", "RA6-15" and "RA7-16" and any district developed with townhomes within any dwelling unit, house or apartment of another person at least 20 feet from the source of the sound, or at least 50 feet from the source of the sound and either across any real property boundary or at the curb or on the edge of the pavement of any built street.

H. It shall be unlawful for any person to collect refuse with a refuse vehicle during the Nighttime subject, however, to the exemption set forth in § 15-15.

I. It shall be unlawful for any operator to run the propulsion engine of a commercial motor vehicle for more than ten (10) minutes when the vehicle is parked, left unattended, or is stopped for other than traffic or maintenance reasons, except when the propulsion engine provides auxiliary service other than heating or air conditioning.

J. It shall be unlawful for any person to perform lawn or garden maintenance using motorized equipment during the Nighttime.

K. It shall be unlawful to operate a motorized leaf-blowing device in any "R" zoning district during the Nighttime.

L. It shall be unlawful for any person who owns, possesses or harbors any animal or bird to permit that animal or bird to create a noise that is audible at least once per minute for ten (10) consecutive minutes within any dwelling unit, house or apartment of another person, at any street edge, or across a real property boundary.

M. It shall be unlawful for the holder of any exemption issued pursuant to § 15-12 to exceed or otherwise violate the terms of that exemption.

N. It shall be unlawful for any person to engage in yelling, wailing, shouting, or screaming in any Mixed Use District between the hours of Midnight and 9:00 a.m. such that the yelling, wailing, shouting, or screaming can be heard within any dwelling unit, lodging unit, house or apartment of another person at least 100 feet from the source of the sound, unless otherwise provided for by the Special Events Policy.

O. It shall be unlawful for the owner, manager, assistant manager, and other person in charge of a retail use located within any Mixed Use District, which includes an outdoor café, exterior rooftop seating area, or other use or activity in the exterior of the retail use to permit any person, while in the outdoor café, exterior rooftop seating area, or other exterior location, to engage in yelling, wailing, shouting, or screaming between the hours of Midnight and 6:00 a.m. such that the yelling, wailing, shouting, or screaming can be heard within any nearby dwelling unit, lodging unit, house or apartment of another person at least 100 feet from the source of the sound, unless otherwise provided for by the Special Events Policy.

P. It shall be unlawful for any person to engage in yelling, wailing, shouting, or screaming in the County between the hours of 2:00 a.m. and 6:00 a.m., such that the yelling, wailing, shouting, or screaming can be heard within any dwelling unit, lodging unit, house or apartment of another person, unless otherwise provided for by the Special Events Policy.

Q. It shall be unlawful to operate or permit the operation of any gas-powered leaf blower or gas-powered leaf vacuum at any time.

BE IT FINALLY ORDAINED that anything not amended hereby remain as previously enacted.

#38 - Board Report (Final)

#38 - Item Attachment - ATTACHMENT A - ORDINANCE

#38 - Item Attachment - ATTACHMENT B - ALTERNATIVE ORDINANCE

#38 - Item Attachment - LETTERS FROM THE PUBLIC

#38 - Item Attachment - STAFF PRESENTATION

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IV ADDITIONAL ITEMS

There were no additional items heard or considered by the Board.

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Adjournment

Without objection, at 4:02 PM, the July 18, 2026 Regular County Board Meeting was recessed.

_____
Matt de Ferranti, Chair

ATTEST:

_____
Mason Kushnir, Clerk

ARLINGTON COUNTY, VIRGINIA

Approved: November 14th, 2026