

**Form Based Code Use Permit Conditions**  
**Site Address (Site Name)**  
Revised December 2022

Note: Where a particular County office is specified in these conditions, the specified office includes any functional successor to that office. Where the County Manager is specified in these conditions, "County Manager" includes the County Manager or his/her designee. As used in these conditions, the term "Developer" shall mean the owner, the applicant, and all successors and assigns. Where applicable, FBC refers to the commercial center Form Based Code and N-FBC refers to the Neighborhoods Form Based Code.

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 Use Permit. The Developer also agrees that no changes to the approved post-4.1.2 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-4.1.2 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 system, or by electronic submission with the Zoning Administrator.

**2. Use Permit Compliance and Expiration**

**A. Compliance (Life of the Use Permit)** The Developer agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1.2, and the revised plans dated \_\_\_\_\_ and reviewed and approved by the County Board as part of the Use Permit approval (as used in these conditions, the term "Use Permit" shall refer to the approved special exception UP #\_\_\_\_) and made a part of the public record on \_\_\_\_\_, 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 Use Permit, then this Use

Permit approval expires on \_\_\_\_\_ 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 Use Permit and its conditions for their compliance with then current County policies for land use, zoning and special exception uses. Extension of the Use Permit is subject to, among other things, inclusion of amended or additional Use Permit 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.

**3. Post-County Board 4.1.2 FBC/N-FBC Use Permit Filing (Demolition and Land Disturbing Activity Permits)**

- A.** The Developer agrees to submit via the PermitArlington system digital copies of a FBC/N-FBC Use Permit 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 via the PermitArlington system final Use Permit drawings, 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 4.1.2 plans. The submittal shall comply with the final approval of the County Board and with Administrative Regulation 4.1.2. No permits shall be issued for this Use Permit until the post-County Board 4.1.2 filings have been approved by the County Manager or his designee.
- B.** The Developer agrees to submit to the Planning Division, by thumb drive, email, or other comparable electronic format, 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. Use Permit Conditions Review Meeting (Demolition and Land Disturbing Activity Permits)**

The Developer agrees to request and attend, along with its construction team, a Use Permit Conditions Review Meeting coordinated by the Zoning Office prior to the issuance of any permits for the Use Permit. The meeting is intended to inform the Developer of the following: 1) requirements of each of the Use Permit conditions that apply to the approved Use Permit; 2) the general process and contacts for obtaining permits, including plan review and approval and overview of associated Use Permit 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 and Land Disturbing Activity Permits, for use permits having more than one building, the Developer agrees to 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") of the Use Permit. The developer agrees that the County Manager will require certain Improvements to be constructed in certain phases in order to support the associated buildings and provide or maintain, during construction and between phases, good design and proper functioning of

infrastructure (for example water and sewer, streetlight, or stormwater management facilities). The developer further agrees that no Phase of such Phasing Plan may consist of Improvements without an associated building. The developer agrees that installation and construction of such Improvements, and satisfaction of all requirements concerning property vacations and encroachments, in each associated Phase, shall be: a) constructed consistent with the approved Phasing Plan; and b) be completed per the timing for the applicable Phase pursuant to the applicable condition. The developer agrees to obtain approval from the County Manager of any revisions to the approved Phasing Plan prior to the issuance of any subsequent permits for the project.

**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 project, or any portion thereof, as shown on the Use Permit plans referenced in Condition #2 , prior to the issuance of Demolition and Land Disturbing Activity Permits associated with this Use Permit, 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 use permit 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 use permit;
- ii. Each pertinent phase is limited to construction of a separate structure or facility located on a discrete physical area of the use permit 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 use permit 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 use permit 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 Use Permit and shown on any filing in connection with this Use Permit.
- 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/her 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 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 / use permit 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 Use Permit 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 in each respective phase of construction, 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 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 subparagraph below, unless permits are pulled concurrently:

- 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 #31 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, on thumb drive, or another comparable electronic format 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 Use Permit shall include the hours permitted for construction activities in the public right-of-way. Construction activity within the public right-of-way may occur between 9:00 a.m. and 3:30 p.m., Monday through Friday and/or between 10:00 a.m. and 6:00 p.m. on weekends and holidays. Construction activity within the public right-of-way shall not occur between 6:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:30 p.m., Monday through Friday. The foregoing construction hours may be modified by the County Manager if he/she finds that, 1) for right-of-way improvements required by the Use Permit, construction activity must be constructed 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, Presidents' 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 \_\_\_\_\_ adjacent to the site throughout construction. Exceptions may be made during an emergency as defined in condition #13.C, when the County Manager has determined that pedestrian access adjacent to the site should be limited for safety reasons, and/or for such limited periods as are unavoidable for utility upgrades or construction of the sidewalk along.
- 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 \_\_\_\_\_ 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 (Demolition and Land Disturbing Activity Permits to Throughout Construction of the Use Permit)** 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 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 Use Permit. 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 Use Permit 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 the shut-down or removal of any existing lighting and operated from implementation until lighting fixtures as approved in Condition #18 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.

**F. Interim Off-Street Parking for Existing Residents [N-FBC Phased Development only]**

The Developer agrees to develop and submit to the Zoning Administrator a plan for off-street parking for existing [existing complex name] residents prior to the Community Meeting required in Condition #13. 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 XXX off-street parking spaces for [existing complex name] residents, without charge, during all stages of construction. The off-street parking spaces will be provided by a combination of (a) existing parking spaces at the [existing complex name] and [proposed project] properties, (b) new surface parking spaces to be constructed at the [existing complex name] property, and (c)

off-site parking spaces leased by the Developer. 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 manner in which interim parking spaces will be assigned to existing [existing complex name] residents.
- 4) The contact person responsible for communicating interim parking arrangements to the existing [existing complex name] residents.

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

- A. The Developer agrees to submit to the Zoning Administrator evidence of compliance with this condition prior to the issuance of the Demolition and Land Disturbing Activity Permits. Such evidence includes an approved [insert name of project] Relocation Plan, which provides for relocation payments and relocation services to “eligible” tenants displaced by the construction of this Site Plan project. The Developer agrees that evidence of compliance with this condition shall first be reviewed and approved by the County Manager or his designee prior to submission to the Zoning Administrator.
  - 1) The [insert name of project] Relocation Plan shall be in accordance with and in a form prescribed by the *Arlington County Tenant Relocation Guidelines*, adopted by the County Board on [insert date], and as amended from time to time.
  - 2) The [insert name of project] Relocation Plan shall be developed in consultation with County staff and recommendations from the Tenant Landlord Commission.
  - 3) The [insert name of project] Relocation Plan shall be submitted for approval by the County Manager or his designee no later than three (3) months prior to the issuance of the 120-day written notice to vacate.
- B. The developer agrees that tenants who are residents of the existing property at the time the [insert name of project] Relocation Plan is submitted for approval, and who are in compliance with their leases, are considered “eligible” for relocation payments and relocation services.
- C. The developer agrees to provide written notification of ineligibility for relocation payments and relocation services to any tenant who executes a lease after the [insert name of project] Relocation Plan is submitted for approval. The notification and acknowledgement of ineligibility will be provided to the tenant at the time the lease is executed.
- D. All tenants must receive a minimum of 120 days written notice to vacate, including month to month tenants and tenants who execute leases after the [insert name of project] Relocation Plan is submitted for approval. In cases where State law requires 120-day notice to vacate (displacement from multi-family buildings containing four or more units), the 120-day notice shall not be contained in the lease but shall be a separate writing.

- E. [Insert if applicable] **Tenant Assistant Fund:** The Developer agrees to establish either through a written agreement with the County or on its own, a Tenant Assistance Fund (TAF) in compliance with the County's current TAF policy adopted on [insert date], and as amended from time to time.

**12. Retail and Ground Story Tenant Relocation (Demolition and Land Disturbing Activity Permits)**

The Developer agrees to submit to and obtain review and approval from the Zoning Administrator evidence of compliance with the terms of this condition prior to the issuance of the Demolition and Land Disturbing Activity Permits. The Developer agrees that such evidence of compliance shall first be reviewed and approved by Arlington Economic Development (AED) prior to submission to the Zoning Administrator. The Developer agrees to provide the following relocation assistance to existing retail and other ground story tenants under lease as of the date of the approval of the proposed Use Permit:

- A. The Developer agrees to keep all retail and ground story tenants informed of the redevelopment schedule by providing periodic updates with regard to material changes in the development program for the site, including the phasing of the project, anticipated schedules for eviction, construction and occupancy, and any anticipated material impacts on the tenants while they remain on the site, such as test borings, construction signs and fencing, asbestos removal, disruptions to customer parking and pedestrian paths, and the like.
- B. The Developer agrees to refer, in writing, the following retail and ground story tenants identified during the public review process to AED for information on available commercial/non-residential space in the County, business counseling services, appropriate business workshops, and assistance in leasing: \_\_\_\_\_. A copy of the correspondence shall be provided to AED as part of the evidence of compliance with this condition, prior to submission to the Zoning Administrator.
- C. Except for provisions in any lease to the contrary, the Developer agrees to maintain the site, structures and systems in good repair and in a businesslike appearance until the last retail and ground story tenant vacates or until the notice to vacate expires, whichever comes first.

**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 \_\_\_\_\_ Civic Association, Columbia Pike Revitalization Organization (CPRO) 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 \_\_\_\_\_ civic association 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 Use Permit)**

- A.** The Developer agrees to the following site maintenance requirements during construction of the use permit:
- 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 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 Use Permit)**

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. [FBC version only; omitted for N-FBC due to LEED condition] Construction and Demolition Waste (Demolition and Land Disturbing Activity Permits)**

The Developer agrees to submit and obtain the County Manager's review and approval of at least one plan for diverting from landfill disposal the demolition, construction, and land clearing debris generated by the project prior to the Demolition and Land Disturbing Activity Permits. The plan shall outline recycling and/or reuse of waste generated during demolition and/or construction. The plan shall outline specific waste streams and identify the means by which waste will be managed (reused, reprocessed on site, removed by licensed haulers for reuse/recycling, etc.).

**16. Historic Sites (Demolition and Land Disturbing Activity Permits)**

In the event the site contains a building that is identified and/or surveyed by Arlington County's Historic Preservation Program, the Developer agrees to the following:

- A.** Develop, submit, and obtain review and approval by the County Manager 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 Disturbing Activity 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.

**17. [N-FBC ONLY] LEED Credits and Sustainable Design Elements (Demolition and Land Disturbing Activity Permits) [select appropriate language for project]**

The Developer agrees to obtain LEED or other green building design credits and implement sustainable design elements, as described and required below:

**A. For LEED Certification applications for new development:**

- 1) 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 \_\_\_ level using either the LEED version 4 or 4.1 green building rating system or a more recent version as approved by the County Manager. The developer also agrees to submit all appropriate documentation to the USGBC (or their designees) for review and evaluation for LEED certification.

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

- a. **(Shell & Core Certificate of Occupancy)** 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 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 documentation sufficient to confirm that such components are ENERGY STAR qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.
  - (2) **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 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.
- 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
- (4) Shell and Core Certificate of Occupancy
- (5) Partial Certificate of Occupancy for occupancy of any part of the last floor of space
- (6) Master Certificate of Occupancy

c. **Site Visits (First Partial Certificate of Occupancy for Tenant Occupancy)** The Developer further 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 #17 have been included in the project.

d. **LEED AP Verification (Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide a verification letter by a LEED-AP prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued. The 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 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)** 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 per s.f. x (\_\_\_\_ s.f. of 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 the Developer will have received from the U.S. Green Building Council its LEED \_\_\_\_ certification. If the total number of LEED points earned by that date through certification is less than the number of points required to achieve the agreed upon LEED certification level, the Developer agrees that it 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 agrees that it 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 either from the USGBC 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 Reporting (March 31<sup>st</sup> of year after issuance of Partial Certificate of Occupancy of last floor)** The Developer agrees to provide a complete ENERGY STAR Portfolio Manager report (or equivalent as approved by the County Manager), as outlined in County guidelines entitled "Submission Requirements for Development with Portfolio Manager Conditions," for the project each year for a period of ten (10) years. The first report shall be due on or before March 31 of the year following issuance of the Partial Certificate of Occupancy of the last floor of space. The Developer agrees to install energy monitoring equipment capable of tracking whole building energy use data.
- 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 Use Permit for the life of the Use Permit. 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 2009 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 2009 version of LEED version 4 or 4.1.

**F. For Earthcraft (with Energy Star certification compliance path) applications for new development (Final Building Permit):**

- 1) The developer agrees to participate in the Earthcraft Virginia multifamily program for all buildings to be constructed with this project. The project team shall work to incorporate sustainable design elements and innovative technologies into the buildings in order to achieve certification in the Earthcraft Virginia program including the ENERGY STAR certification compliance path.
- 2) In addition to the EarthCraft certification, the project will comply with the following:
  - a. For residential units, the developer agrees that all of the following types of appliances, fixtures, and/or building components initially installed in the project shall have earned the U.S. EPA's ENERGY STAR label (or equivalent as approved by the County Manager): clothes washers, dishwashers, refrigerators, and ceiling fans. Residential units will comply with the EPA's Advanced Lighting Package (or equivalent as approved by the County Manager). The developer shall submit to the County Manager documentation sufficient to confirm that such components are



ENERGY STAR qualified (or equivalent as approved by the County Manager) prior to issuance of the Final Building Permit

- b. For residential units, the developer agrees that all the following fixtures initially installed in the project shall have earned the U.S. EPA's WaterSense label (or equivalent as approved by the County Manager): toilets, showerheads, and bathroom sink faucets. The developer shall submit to the County Manager documentation sufficient to confirm that such components are WaterSense qualified (or equivalent as approved by the County Manager) prior to issuance of the Final Building Permit.
- c. For the commercial lighting in common areas (by way of illustration and not limitation, common areas include lobbies, corridors, stairwells, common rooms, fitness rooms, etc.), of multifamily residential projects, the developer shall reduce the need for lighting (through daylighting where possible) and shall specify the use of energy efficient fixtures to the extent possible, bulbs, light sensors, motion sensors, timers, and interior design, e.g., paint color, that maximize energy efficiency in lighting. The guidelines outlined by the US Green Building Council's LEED for Commercial Interiors (LEED-CI) credit entitled, Optimizing Energy Performance: Lighting Power shall be used toward the goal of maximizing energy efficiency in the lighting of common areas. Documentation showing compliance must be submitted and approved prior to issuance of the Final Building Permit.
- d. The developer further agrees to submit, to the Department of Environmental Services (DES) and to the Zoning Office, a report updating the Earthcraft scorecard including information in the energy model results and/or updates, field reports prepared by the Earthcraft Technical Advisor (including by way of illustration, but not limited to, blower door and duct blaster test results) and documentation upon request to substantiate the report. At the request of staff, the developer agrees to accommodate site visits to verify Earthcraft progress. Such reports will be submitted prior to issuance of the following permits or certificates of occupancy for construction of the project and will summarize the efforts to date of the inclusion of the sustainable elements within the project:
  - (1) Demolition and Land Disturbing Activity Permits
  - (2) Building Permit for each building
  - (3) Shell and Core Certificate of Occupancy for each building
  - (4) Final Partial Certificate of Occupancy for each building
  - (5) Master Certificate of Occupancy
- e. The final Earthcraft certification will be provided to the County prior to issuance of Final Partial certificate of occupancy for each building.

**G. For Green Home Choice applications for new development (Final Building Permit):**

- 1) **Green Home Choice Certification.** The developer agrees to receive Green Home Choice (GHC) certification. The developer agrees to schedule and complete all inspections and other requirements of the GHC program, including the development of a Home Energy Rating System (HERS) Index Score that is equal to sixty (60) or less.

- 2) **Green Home Choice Application (Final Building Permit).** The developer agrees to meet with the GHC program Manager during the design phase of the project to discuss green building strategies that will be incorporated into the project. The developer will provide documentation substantiating that a certified Home Energy Rater has been retained as a member of the project team and coordinate a meeting between the designated Home Energy Rater and the GHC Program Manager. A final version of the GHC scorecard and the Green Home Choice application, signed by the GHC Program Manager, shall be submitted to the Arlington County Inspection Services Division with the required building permit application.
- 3) **Homeowner's Manual (Certificate of Occupancy for Tenant Occupancy)** As required by the Green Home Choice Program, a Homeowner's Manual and final HERS Home Energy Rating Certificate and Report, documenting compliance with the program, shall be submitted to the GHC Program Manager for review, verification, and approval prior to issuance of the First Certificate of Occupancy for each single-family dwelling or townhouse unit.
- 4) **ENERGY STAR appliances (Certificate of Occupancy for Tenant Occupancy).** The developer agrees that all of the following types of appliances, fixtures, and/or building components initially installed in the project shall have earned the U.S. EPA's ENERGY STAR label (or 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 units will be LED or ENERGY STAR labeled. The developer shall submit to the County Manager documentation sufficient to confirm that such components are ENERGY STAR qualified (or equivalent as approved by the County Manager) prior to issuance of the Certificate of Occupancy for each single-family dwelling or townhouse unit.
- 5) **WaterSense fixtures (Certificate of Occupancy for Tenant Occupancy).** For residential units, the developer agrees that all the following fixtures initially installed in the project shall have earned the U.S. EPA's WaterSense label (or equivalent as approved by the County Manager): toilets, showerheads, and bathroom sink faucets. The developer shall submit to the County Manager documentation sufficient to confirm that such components are WaterSense qualified (or equivalent as approved by the County Manager) prior to issuance of the Certificate of Occupancy for each single-family dwelling or townhouse unit.

**H. For LEED or Earthcraft Certification applications for Major Renovations to Existing Buildings (Final Building Permit):**

- 1) The Developer agrees to follow Conditions as set forth in #17.A or #17.B above.

**18. 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 Civil Engineering Plan for each applicable phase of the project consistent with the approved Phasing Plan for the development, pursuant to Condition #5 above, based

on the Minimum Acceptance Criteria and Guidelines dated December 17, 2020 or subsequent amended acceptance criteria document, prior to the issuance of the Land Disturbing Activity Permit for that phase.

- 2) **(Excavation, Sheeting and Shoring Permit)** The Developer agrees that in the event it seeks an Excavation Sheeting and Shoring Permit prior to approval of the Civil Engineering Plan, such permit may only be issued if the following requirements have been met for the applicable phase pursuant to Condition #5:
  - a. **Finding of no substantial risk to County.** A minimum of one complete County staff review of the Civil Engineering Plan has been completed that results in a finding by the County Manager that the limits 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 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 Use Permit approval, the approved Final Landscape Plan, and the sequence of construction, and shall be consistent with all Use Permit approval requirements and all County codes, standards and specifications, and policies. The Developer further agrees that any changes to the approved Civil Engineering Plan shall be subject to the same conformance requirements. The Developer agrees to obtain approval from the County Manager of a revised Civil Engineering Plan for such changes, and if such changes are also features shown on the Final Landscape Plan, shall also obtain approval from the County Manager of a revised Final Landscape Plan per Condition #21.

#### **B. Infrastructure Improvements**

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

- 1) **Structure Free Zone**
  - a. In order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the Civil Engineering Plan shall provide a structure-free zone under the public sidewalk along all street frontages.
    - i. This zone shall be a minimum of five (5) feet in depth, as measured from the approved finished sidewalk elevation, and shall extend from the back of the final location of the street curb, to the far edge of the public sidewalk.
    - ii. No subterranean structures (such as parking garages or storm water detention facilities) shall intrude into this five (5) foot deep zone, unless otherwise approved by the County Board and as shown on the Civil Engineering Plan.

iii. 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)
- (2)

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. \_\_\_\_\_
- ii. \_\_\_\_\_

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. \_\_\_\_\_
- ii. \_\_\_\_\_

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. \_\_\_\_\_

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

**5) Electric Service and Appurtenances**

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

**6) Undergrounding of Aerial Utilities**

- a. Removal and/or undergrounding of all existing aerial utilities located within or along the periphery of the entire Use Permit site 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 the 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 Use Permit 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, within any areas that provide pedestrian access to any buildings, street, and public or private open spaces, or along any Required Building Line (RBL) frontage.

**8) Streetscape**

- a. The final streetscape design shall include sidewalks, street trees, tree pits, bicycle racks, benches, waste bins, 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:

Street Name:

- *Minimum streetscape width measured from the back of curb: \_\_\_\_\_*
  - *Minimum clear sidewalk width: 6'*
  - *Tree pits /planting strip dimensions: \_\_\_\_\_ with a minimum of 60 square feet of open soil surface per isolated tree [FBC].*
  - *Tree pits/planting strip dimensions: \_\_\_\_\_ with a minimum 110 square feet of open soil surface per isolated tree or 90 square feet per tree for connected situations and distance from back of curb: minimum eight (8) inches [N-FBC]*
  - *Tree spacing: average spacing of no more than 30 feet on center, or as approved by the County Manager per the FBC/N-FBC.*
- b. Public sidewalks designed in conformance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended and as required to be shown on the Final Landscape Plan per Condition #20.B.8.
  - c. The clear sidewalk along all street frontages of the site shall be in compliance with FBC/N-FBC, 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. The location and planting details for street trees shall be in compliance with FBC/N-FBC; the Arlington County Landscape Standards; the Standards for Planting and

Preservation of Trees on Use Permit Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board.

- e. Benches shall be the Victor Stanley “Streetsites” model # R-B 28 or equivalent and in compliance with FBC/N-FBC. Waste bins shall be the Victor Stanley “Ironsites Collection” model # S-42 or equivalent and in compliance with FBC/N-FBC.

**9) Visitor Bicycle Parking**

Provide visitor bicycle parking spaces in the following amounts:

- a. Office uses: one (1) visitor space for every 20,000 square feet, or portion thereof, of gross floor area.
- b. Residential uses: one (1) visitor space for every 50 residential units, or portion thereof.
- c. Retail and other ground story uses: one (1) visitor spaces for every 5,000 square feet, or portion thereof, of the first 50,000 square feet of ~~retail~~ gross floor area; and one (1) additional visitor space for every 12,500 square feet, or portion thereof, of additional ~~retail~~ gross floor area.
- d. Hotel uses: one (1) visitor space for every 50 hotel room units, or portion thereof.
- e. High School and Colleges: one (1) visitor space for every 10 students, or portion thereof.
- f. Middle School: one (1) visitor space for every 15 students, or portion thereof.
- g. Elementary School: one (1) visitor space for every 20 students, or portion thereof.
- h. Governmental Facilities, Hospitals, and Daycare Uses: one (1) visitor space for every 10,000 square feet, or portion thereof, of gross floor area.
- i. All Other Civic Uses: one (1) visitor space for every 5,000 square feet, or portion thereof, of gross floor area.

Visitor bicycle parking shall meet Arlington County Bicycle Parking Standards, 2018 Update, or subsequent revision in effect on the date of project approval or be approved as equal to that shown in the Standards, with the additional requirement that racks be inverted “U” design and use a black finish. Bike racks (2-space capacity) shall be installed on each side of the street-space being developed, in alignment with the street trees, but not to interfere with the street tree or streetlight locations. At least 50% of the bike racks shall be installed at exterior locations that are highly visible to, and within 50 feet of, the primary building entrances and located in groups of two or more, unless there are physical obstructions that cannot be changed or moved to accommodate the bicycle parking within the 50-foot distance. Such facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress. In all other locations, bike racks shall be distributed either as a single rack or in groups of

two.

**10) Pavement, Curb and Gutter**

- a. Pavement, curb and gutter along all site frontages, as listed below, and as shown on the approved Civil Engineering Plan.
  - i. \_\_\_\_\_
- b. Pavement, curb, and gutter, including all improvements for pedestrian and/or vehicular access or circulation along all frontages shall be designed and constructed in compliance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended.

**11) Street Lighting**

- a. Street lights, which on principal arterial streets, shall be double-globed Carlyle luminaires on 16-foot poles, on minor arterial streets shall be single-globed Carlyle luminaires on 14-foot poles, and on principal and minor local streets shall be single-globed Carlyle luminaires on 12-foot poles. Light levels, as provided in the photometric analysis, shall fall within recommended levels indicated in Arlington County's Lighting Specifications and VDOT Traffic Engineering design manuals, as applicable for the street type and location. 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 applicable. 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 at the time of the review of the Civil Engineering Plan:
  - i. \_\_\_\_\_

**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 manhole into the communications room, all for the sole and exclusive use by Arlington County, unless the County Manager



determines that less conduit is required for the purpose of providing necessary public safety and communication network access and connectivity.

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

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

The Zoning Administrator may, through the administrative change process, allow reasonable modifications to the timing of Condition #18.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 has made all reasonable efforts to implement the required undergrounding; 3) the only remaining work is the responsibility of private utility companies and related completion of streetscape; 4) the timing of these elements will unnecessarily impede progress of the project; and 5) the Developer agrees that completion of this work will occur by the time approved by the Zoning Administrator but in no case later than prior to issuance of the Master Certificate of Occupancy for the building(s) adjacent to the utility pole(s) and/or utility line(s).

- 2) **(First Partial Certificate of Occupancy for Tenant Occupancy)** The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the respective phases of construction:
  - a. Public street pavement, sidewalk, curb and gutter improvements.
  - b. Fire Apparatus Access Roads (Fire Lanes)
  - c. Street lighting elements including but not limited to: poles, meters, service cabinets and power connection appurtenances, and all conduit and junction boxes necessary for the lighting system, or, at the County's option, full payment to the County to cover the cost for such improvements and relocation.

- d. Traffic signal improvements and the relocation of existing traffic signal equipment or, as determined by the County Manager, pay in full to the County, the cost to cover such improvements and relocation.
- e. Parking meters, or, as determined by the County Manager, pay in full to the County, the cost to cover such parking meters.
- f. Transit facilities
- g. Visitor bicycle facilities
- h. Stormwater management facilities, except those provided pursuant to Condition #18.C.3) below.
- i. 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 use permit 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 administrative change process, allow reasonable modifications to the timing of Condition #18.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 Use Permit's approved design.

- 3) **Final Partial Certificate of Occupancy for Tenant Occupancy)** The Developer agrees to construction 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 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.

The Zoning Administrator may, through the 4.1.2 administrative change process, allow reasonable modifications to the timing of Condition #18.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 Use Permit's approved design.

**D. As-Built Civil Engineering Plan (Master Certificate of Occupancy)** The Developer agrees to submit to, and obtain approval from, the County Manager of an as-built Civil Engineering Plan for each phase of the Use Permit 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 Use Permit.

**19. Utility Company Notification (Land Disturbing Activity Permit)**

In order to coordinate timing of utility work within and in the vicinity of the site, the Developer agrees to notify all utility companies and County agencies that provide utility services in Arlington County of the general timing and limits of development prior to the issuance of the Land Disturbance 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 as stated above.

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

**A. Submission and Approval (Land Disturbing Activity/Footing to Grade)**

- 1) **Submission (Land Disturbing Activity/Footing to Grade).** The Developer agrees to submit via the PermitArlington system a detailed Final Landscape Plan prior to issuance of the Land Disturbing Activity Permit.–The plan shall conform to the approved 4.1.2 use permit drawings per Condition #2, and, where applicable:
  - a. The landscaping requirements contained herein;
  - b. FBC / N-FBC Streetscape Standards;
  - c. The landscaping, planting, and sidewalk and driveway construction specifications and standards;

- d. Arlington County Landscape Standards, including the Standards for Planting and Preservation of Trees on Site Plan Projects;
  - e. 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. **Tree Replacement Plan and Calculations (Footing to Grade)**  
In addition to saving identified trees, consistent with Condition #7 above, the Developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction. Such replacement shall be completed in accordance with the Arlington County Tree Replacement Guidelines. The Developer agrees to submit and obtain the review and approval of a Tree Replacement Plan, and Tree Replacement Calculations, as part of the Final Landscape Plan.
  - b. Drawings from the Civil Engineering Plan showing the location of utilities, lighting, equipment, and other elements which may impact landscape elements on the site.
  - c. A street tree plan and street tree survey, which shall show the location of street trees and that there are no conflicts between the street trees and 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 and planting details for street trees.
  - o. The location, design and details of the visitor/customer bicycle spaces for any ground story uses, pursuant to Condition #18 above.
  - p. The location of public art, if applicable.
  - q. The location of public use and access easement areas, including final landscape design and installations in these areas.
  - r. Location of green or “living” walls on the façade, if any, including details of planting location, irrigation and other manufacturer details.
  - s. Further, the Developer agrees to submit a maintenance agreement which shall ensure that all plaza areas and other landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the Use Permit and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 14.2 of the Zoning Ordinance.
- 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 Use Permit approval, all Use Permit 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 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. 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 in the setback area 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, within areas between the street curb and any building which is used as a walkway, or along any Required Building Line (RBL) frontage. The Developer agrees that ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way.
- 7) All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager for conformity with the FBC/N-FBC 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 Use Permit approval, the County Manager shall review, at the time of construction, for approval, the final treatment for compliance with the then current standards.
  - a. The clear sidewalk along all street frontages of the site shall be in compliance with the FBC/N-FBC Streetscape Standards ~~or~~ and all ~~other~~ applicable streetscape guidelines or standards, and shall:
    - (1) Continue across all driveway aprons for loading and garage entrances along all frontages of the Use Permit, 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 the FBC/N-FBC Streetscape Standards or other applicable streetscape guidelines or standards.
- (5) Not contain joints or use patterns that create gaps of ¼-inch in depth or greater at a spacing of less than 30 inches.
- (6) Any garage entrance adjacent to a sidewalk shall be designed and constructed so that the location of the garage doors is recessed a minimum distance of six (6) inches from the building wall's surface.

- b. The materials and colors of the sidewalk pattern/design to be used shall be in compliance with the FBC/N-FBC Streetscape Standards or other applicable streetscape guidelines, plans or standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.
- c. 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:

EXAMPLE:

*Street Name:*

- *Minimum streetscape width measured from the back of curb: \_\_\_\_\_*
- *Minimum clear sidewalk width: \_\_\_\_\_*
- *Tree pits /planting strip dimensions: \_\_\_\_\_ with a minimum of 60 square feet of open soil surface per isolated tree [FBC].*
- *Tree pits/planting strip dimensions: \_\_\_\_\_ with a minimum 110 square feet of open soil surface per isolated tree or 90 square feet per tree for connected situations and distance from back of curb: minimum eight (8) inches [N-FBC]*
- *Tree size and type: minimum 3½ inches caliper \_\_\_\_\_*
- *Tree spacing: average spacing of 30 feet on center, or as approved by the County Manager per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects*

- 9) The sidewalks shall contain street trees placed in either tree pits with continuous soil panels or planting strips, consistent with the *Standards for Planting and Preservation of Trees in Site Plan Projects*, and as specified above. The location, soil volume

enhancements, and planting details for street trees shall be in compliance with FBC/N-FBC Streetscape Standards; 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 per Condition #18.B.
- 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) Soil and drainage material depth shall be as specified in appropriate Arlington County tree planting standard details, and as reviewed and approved by the County Manager on the landscape plan. Soil volume, depth, and drainage requirements also apply to trees in raised planters.
- (5) Finished grades shall not exceed a slope of three to one, unless otherwise shown on the approved plans.
- (6) The Developer agrees to install approved lighting before the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, exclusive of the garage, for the applicable Phase of the project pursuant to the approved Phasing Plan required in Condition #5 above.

- 2) **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 Use Permit)** The Developer agrees to maintain the site in a clean and well-maintained condition and ensure that all plaza areas, and other landscaped areas located on private property, are kept in a clean and well-maintained condition for the life of the Use Permit in accordance with the Phasing Plan requirements outlined in Condition #5 and the maintenance agreement outlined in Condition #20.A.2.r.

The Developer also agrees to maintain and replace the street trees and sidewalks for the life of the Use Permit. All pruning of street trees must be performed in accordance with the last version of, or revision to, the ANSI A300 Pruning Standards. The Developer agrees to contact the Department of Parks and Recreation to arrange for a site meeting with an Urban Forester to review and approve the scope of work prior to performing any pruning of street trees. An International Society of Arboriculture (ISA) Certified Arborist must be on site during all pruning of street trees.

**D. Administrative Changes.** The County Manager may consider minor revisions to landscape plans as long as such changes are consistent with the intent of the Use Permit 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.

**21. 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 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.

**22. 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 Use Permit conditions, the Developer agrees to convey real estate interests called for by this Use Permit 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, sidewalk, street trees, other streetscape planting, 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 Use Permit conditions, the Developer agrees that for each Phase of the project, pursuant to the approved Phasing Plan required in Condition #5 above, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, for the construction of any public street, public infrastructure, public utility, public facility or public improvement (jointly “Public Improvements”), to:

- 1) **Submission for Review (Footing to Grade Permit)** Submit for review by the County Manager 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,

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 Use Permit, or an approved Phase of the Use Permit, if the Use Permit is being phased, once the Developer records any easements required by this Condition #23, the Developer may continue construction of Use Permit 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.

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

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

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

- 1) The Developer agrees to obtain approval by the County Manager of the secure bicycle parking, shower and locker facilities for each building that comply with the standards below as part of the applicable architectural floor plans, prior to issuance of the Footing to Grade Permit for that building. If no secure bicycle facilities for a building are located below grade, then approval shall be obtained prior to the issuance of the Final Building Permit for that building.
- 2) The Developer agrees that all Class I bicycle parking shall meet Arlington County Bicycle Parking Standards, 2020 Update, or subsequent revision in effect on the date of Use Permit approval or be approved as equal or superior 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 7,500 square feet, or portion thereof, of office floor area.
  - b) Residential uses: One (1) resident bicycle parking space for every 3 residential units, or portion thereof.
  - c) Retail and other ground story 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.

- j. High School and Colleges, Middle School, or Elementary School: one (1) space for every 10 employees, or portion thereof.
  - k. Governmental Facilities, Hospitals, and Daycare Uses: one (1) space for every 25,000 square feet, or portion thereof, of gross floor area.
  - e) All Other Civic Uses: one (1) space for every 25,000 square feet, or portion thereof, of gross floor area.
- 4) The Developer agrees to provide the following shower and locker facilities:
- a. For office/retail/hotel/civic/industrial/agricultural uses 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/civic/industrial/agricultural uses between 100,001 square feet of GFA and 300,000 square feet of GFA, three (3) showers per gender;
  - c. For office/retail/hotel/civic/industrial/agricultural uses greater 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 GFA;
  - d. In primarily residential buildings, for retail or other ground story 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 or other ground story uses equal to or greater than 50,000 square feet of GFA, a minimum of one (1) shower per gender.
  - f) If employees of retail or other ground story establishments will not have access to shower facilities required for office or hotel employees, shower facilities for retail or other ground story tenant employees shall be provided in accordance with the ratios specified in Condition #23 A.6).d. above.
  - g) For every required bicycle parking space, either 1) a minimum of one (1) clothes storage locker per gender shall be installed in gender-specific changing rooms, or 2) a minimum of one (1) clothes locker 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 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.

**24. 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 Use Permit 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 Use Permit.

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

The Developer agrees to submit through the PermitArlington System, for review by the County Manager prior to the issuance of the Footing to Grade Permit, architectural 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 Façade Elevation Drawings and Material Samples (Final Building Permit)**

The Developer agrees to obtain the approval of the County Manager of the façade elevation drawings and material samples submitted per this Condition #24, as being consistent with the intent of the County Board's approval of the Use Permit, including any changes approved administratively or through Use Permit amendment, prior to the issuance of the Final Building Permit.

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

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

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

1) Minor adjustments to the approved façade for retail and other ground story 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 Use Permit 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 or other ground story business storefronts shall be designed to maximize transparency into each space 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 F.1), minor adjustments shall include only the following: (i) adjustment in the location of the access points and window or door placements for retail or other ground story uses along the street frontage; and (ii) changes to the materials, provided that the proposed materials are in keeping with the general intent of the approved Use Permit design and comply with FBC/N-FBC; and (iii) adjustments required due to adjustments of the elements of the retail or other ground story space as described in Condition #36 below. All other changes to the approved retail or other ground story uses will require a Use Permit 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 Use Permit amendment.
- 3) **Temporary Retail or Ground Story 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 or ground story façade treatments along all or a portion of the retail or ground story façade as a temporary wood frame exterior wall sheathed with artistic renditions of storefronts, artistic designs, or other retail or ground story window expression printed on canvas or like materials, until such time as a retail or ground story 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 or ground story façade treatments shall comply with Article 13 of the Zoning Ordinance. Permanent storefront designs shall be approved as an amendment to the Façade Plan per Condition #25.E.1).

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

- 1) **Mechanical Equipment.** The Developer agrees that all mechanical equipment, regardless of location, shall be screened so that the mechanical equipment is not visible from the adjacent public right-of-way. The screening shall have an opaque or opaque-like 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 ground floor and retail storefronts along public rights-of-way are required to have an overall minimum transparency as set forth in the FBC/N-FBC as measured from floor to ceiling. The purpose of this condition is to allow pedestrians to view the activity within the retail or ground story establishment and to allow patrons and employees of the retail or ground story 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 or ground story 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 unless otherwise allowed by FBC/N-FBC.
  
- 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 Use Permit and approved by the County Board. Minor adjustments to architectural illumination shown on the façade elevations that were not specifically shown on the Use Permit 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.

**25. Plat of Excavated Area (Footing to Grade Permit)**

- A. Submission (Footing to Grade Permit)** The Developer agrees to submit 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 and obtain the Zoning Administrator’s approval of 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 and obtain the Zoning Administrator’s approval of additional elevations confirming the elevations of the remainder of the excavation prior to the issuance of the Final Building Permit.

**26. 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, 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.

**27. 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 #28.

**28. 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.

**29. 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.

**30. Parking (Footing to Grade Permit)**

**A. Use Permit Requirements**

**1) Use Permit 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 and ratios specified by FBC/N-FBC. The Developer agrees to submit to, and obtain review and approval from the Zoning Administrator, of drawings showing that all parking spaces and drive aisles comply with the requirements of Section 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.

<b>Use Type</b>	<b>Approved Parking Ratio</b>
Residential -	1.125 spaces per unit, of which a minimum of 0.125 spaces per unit shall be provided as shared parking
Non-residential -	1 space per 1,000 square feet of non-residential GFA shall be provided as shared parking

Hotel - 0.5 spaces per guest room shall be provided as reserved parking. If there is a minimum 7,500 square feet of conference room or banquet facility GFA, 1 spaces per 1,000 square feet of conference room/banquet facility GFA shall be provided

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 or ground story uses, shall not exceed 15% of the total number of "Required Spaces". "Required Spaces" for retail or ground story uses 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 agrees that the "Required Spaces" shall not be converted to storage or other non-parking use without approval of a Use Permit 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.
- e. 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**

The Developer agrees that new office-serving parking garages shall be designed to allow access, parking and use by commuter vanpools. At least \_\_\_\_\_% of office use or \_\_\_\_\_ spaces [*choose either % or number of spaces*], shall be accessible to vanpool vehicles designed to hold up to 15 passengers. These spaces shall be conveniently located on the level of the garage closest to street level, shall be standard size, and shall have a minimum height clearance of 98 inches. The Developer agrees to demonstrate

compliance with this Condition on the garage level of the architectural plans, prior to issuance of the Footing to Grade Permit.

**3) Shared Parking**

- a. The Developer agrees to designate and make available a minimum of \_\_\_\_ short-term (two hours maximum) parking spaces on the \_\_\_\_\_ level of the parking garage for use by customers of the retail and ground story establishments or visitors to office establishments during the hours of operation of the retail, ground story, or office establishments. The designated parking spaces shall be shown on, and approved as a part of, the Garage Plan. Shared parking spaces shall not be reserved for specific businesses.
- b. For projects with office space, the Developer agrees to make at a minimum \_\_\_\_ (describe number and location of spaces) in the garage available to the public for parking after standard office hours (weekday evenings after 6:00 p.m., weekends, and all legal holidays) until 12:00 midnight or until thirty minutes after the close of business of retail or ground story use operations, whichever is later.
- c. The Developer also agrees to make \_\_ office spaces available to the general public for overnight parking.

**4) External Signs**

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

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

- a. **Garage Plan (Footing to Grade Permit)**  
The Developer agrees to submit to, and obtain approval from, the County Manager of a Garage Plan prior to the issuance of the Footing to Grade Permit. The Garage Plan shall show where parking for the different user groups, including, when applicable, residents, visitors, employees, retail or ground story use 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 queuing, and a queuing analysis that demonstrates vehicle queuing will be accommodated entirely within the garage or other privately controlled areas of the use permit, with all parking spaced 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)** *[Do not require for 100% residential projects and residential projects*

*with less than 5,000 sf of ground floor retail or ground story uses]* The Developer agrees to submit to and obtain approval from the County Manager of a Parking Management Plan prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy. The Parking Management Plan shall follow the *Guidelines and Minimum Acceptance Criteria for the Preparation and Submission of Parking Management Plans* dated February 15, 2016 or subsequent version. The Developer further agrees that the plan shall be designed to ensure that vehicle queuing for site parking shall not occur in the public right-of-way.

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

**31. 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.

**32. Wall Check Survey (Final Building Permit)**

- 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.

**33. 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 #35 below, unless otherwise approved as part of this Use Permit with such uses subject to approval of Inspections Services Division where applicable.

**34. 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-4.1.2 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-4.1.2 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 Use Permit.

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

In addition, the Developer agrees to submit to and obtain the County Manager's review and approval of, reports verifying that the level of radio communications coverage in the building is sufficient to permit emergency responder communication throughout the building, according to the testing procedure outlined in Attachment A. The Developer agrees to submit and obtain review and approval of these reports at the following times: a) prior to the issuance of the first certificate of occupancy for any space in the building; b) every one year after the date of issuance of the first certificate of occupancy for any space in the building. The County Manager may waive this condition in the future if he/she determines that the level of radio communications coverage within the building can be monitored and verified to be at an acceptable level by the County through the County's ConnectArlington fiber optic network or other mutually acceptable means. In addition, the County Manager may waive coverage requirements in secure areas as well as in cases where State and County requirements overlap.

**36. ~~Retail~~ 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 represent permitted uses listed in the FBC/N-FBC use tables for the ground story.

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

- 1) 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 FBC/N-FBC.
- 2) The retail space shall be designed and used in a manner consistent with the FBC/N-FBC.

**37. 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.

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

The Developer agrees to obtain approval from, the County Manager a Transportation Management Plan (TMP) prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for each respective building or phase of construction per Condition #5. Such approval shall be given if the County Manager finds that the TMP for each building includes a schedule and description of implementation and continued operation, throughout the life of the Use Permit, 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 Final 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 rideshare, bike, walk, transit, 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, or other ground story) 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 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, 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 use permit 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 infrastructure provided through Conditions #18 and #23. This plan shall include a description of how the facilities will be managed and operated, including:
  - a. Hours of operation or availability to users. Showers and lockers for office/hotel/retail/other ground story 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 or ground story use, hotel, property management, or maintenance employee, from initial occupancy through the life of the Use Permit. 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 or ground story use, 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 First Partial Certificate of Occupancy for Tenant Occupancy and maintain stock on hand thereafter.

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

- 3) Provide, administer, or cause the provision of a sustainable commute benefit program for each on-site property management, maintenance, and hotel employee, whether employed part-time or full-time, directly employed, or contracted. This commute benefit program shall offer, at a minimum, a monthly pre-tax transit and vanpool benefit, as defined by the IRS, or a monthly subsidized/direct transit and vanpool benefit, as defined by the IRS.
- 4) Provide, under a “transportation information” heading on the Developer and property manager’s websites regarding this development:
  - a. Links to the most appropriate Arlington County Commuter Services <http://www.commuterpage.com/> 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 \_\_\_\_\_ (\$78,000 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 Use Permit. 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; and
  - 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.

**39. Affordable Housing Contribution (First Partial Certificate of Occupancy for Tenant Occupancy)**

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

- 1) **Affordable Housing Units:** The Developer agrees to provide a total of \_\_\_\_ committed affordable units (CAFs) pursuant to the affordable housing requirement under the Form Based Code. Each bedroom in the CAF Units shall contain at least one window to the exterior of the building. Each of the \_\_\_\_ (\_\_\_\_) one-bedroom CAF Units shall meet the **Virginia Statewide Building Code and the Virginia Maintenance Code** minimum standard for occupancy by at least two (2) persons, with the bedroom size being adequate for a minimum of two (2) person occupancy. Each of the \_\_\_\_ (\_\_\_\_) two-bedroom CAF Units shall meet the **Virginia Statewide Building Code and the Virginia Maintenance Code** minimum standard for occupancy by at least four (4) persons, with each bedroom size being adequate for a minimum of two (2) person occupancy. Each of

the \_\_\_\_ (\_\_\_\_) three-bedroom CAF Units shall meet the **Virginia Statewide Building Code and the Virginia Maintenance Code** minimum standard for occupancy by at least six (6) persons, with the bedroom size being adequate for a minimum of two (2) person occupancy. Residents of the CAF Units shall have access to all amenities offered within the development. CAF Units shall be distributed throughout the building and not concentrated in any one area or floor of the building.

- 2) **Affordable Rents:** The CAFs shall have rents affordable to households at or below 60% of Area Median Income (AMI) as published by the US Department of Housing and Urban Development (HUD) for the Washington, DC Metropolitan Statistical Area, adjusted for household size. The Developer agrees that the affordable rents of the CAFs shall not exceed 30% of the 60% AMI level as published by HUD, minus a utility allowance (if applicable) as per the schedule of Allowances for Tenant-Furnished Utilities provided by the Housing Division. These CAFs shall be leased only to households whose incomes do not exceed 60% of AMI as published by HUD for the Washington, DC Metropolitan Statistical Area, adjusted for household size.
- 3) **Rent Increases:** The Developer agrees that rent increases for CAFs will be limited to increases provided by the Housing Division using AMI-based income limits published by HUD. For the first five (5) years of occupancy by each household in a CAF 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%.
- 4) **Compliance Period:** The Developer agrees that CAF Units will remain affordable as defined in Condition #39.2 and #39.3 for a term of 30 years from the issuance of the last Certificate of Occupancy for the last CAF unit that is able to be occupied for the building in which the CAF units are located.
- 5) **Accessible Units:** The Developer agrees to maintain a minimum of [number] of the CAF Units as Type A under standards described in the American National Standards Institute "Accessible and Usable Buildings and Facilities" (ICC/ANSI A117.1) as adopted by the Virginia Uniform Statewide Building Code. The Developer agrees to diligently market the accessible units to income-qualified households with persons with physical disabilities for a period of 60 days during the initial marketing and leasing period. If after 60 days the Developer is unable to rent the accessible unit(s) to income-qualified households with persons with disabilities, then the Developer agrees to continue to make best efforts to market and lease the accessible units to income-qualified households with persons with disabilities, but the Developer may market and lease these accessible units to any income-qualified households, regardless of disability. The Developer agrees to market the accessible units as part of the Developer's Affirmative Marketing Plan, described below.
- 6) **Developer Affirmative Marketing Plan:** The Developer agrees to prepare and implement an Affirmative Marketing Plan in substantially the form as required by the Housing Division. The Developer shall accept tenant-based vouchers from the Housing Choice Voucher Program and the Arlington County Department of Human Services Housing Grants Program for the CAF Units. The Developer agrees that the Affirmative

Marketing Plan shall call for the initial advertising and marketing of all CAFs for a period of at least sixty (60) days prior to the projected occupancy of the complex.

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

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

**40. Availability of Use Permit Conditions to Residential Condos, Cooperatives and Homeowners Associations (Shell and Core Certificate of Occupancy)**

The Developer agrees to submit proof to the County Manager that it has satisfied this Use Permit 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 Use Permit 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 Use Permit 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.

**41. 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.

**42. 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.

**43. Structural Modifications and Balconies (Life of Use Permit)**

**A.** The Developer agrees that any structural modification or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager determines that any proposed changes to the facades or materials have a significant impact on the Use Permit, or otherwise meet Zoning Ordinance requirements for Use Permit amendments that require approval by the County Board, a Use Permit amendment shall be required.

**B.** The Developer agrees that no balconies, other than those identified in the approved Use Permit, shall be enclosed. Enclosure of any additional amount of balconies shall require review of proposal for FBC/N-FBC compliance and shall require a Use Permit amendment.

**44. Building Security Measures (Life of Use Permit)**

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 use permit.

**45. Snow Removal (Life of Use Permit)**

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).

**46. Maintenance of Residential Common Areas (Life of Use Permit)**

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.

- 47. Retention of Approved Parking Ratio over Subdivided Site (Life of Use Permit)**  
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.
- 48. Retention of Approved Density over Subdivided Site (Life of Use Permit)**  
Pursuant to the Use Permit, the total density allocated for any new construction on any subdivided parcels of the Use Permit shall not exceed the total approved density for the entire Use Permit. No additional density shall be allowed on any individual parcel formed by subdivision of the site.
- 49. Refuse Delivery to County Disposal Facility (Life of Use Permit)**  
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 Use Permit.

**Additional Conditions As Agreed to with the Developer:**

- # Rooftop Lighting Plan (Life of Use Permit)**  
The Developer agrees to submit and obtain the County Manager's approval of a plan for lighting of the rooftop amenity areas prior to the issuance of the Master Certificate of Occupancy for each building. The County Manager will approve the lighting components of the plan upon finding that the plans incorporate dark sky lighting principles in accordance with the standards of the International Dark-Sky Association, specifies the hours of illumination, and includes a process and mechanism for adjusting the intensity of light after construction if necessary to ensure that rooftop lighting has no adverse effect on the surrounding area or views of Washington, D.C.'s monumental core.
- # Canopies and Awnings (Life of the Use Permit)**  
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 Use Permit, except canopies, awnings and/or other similar architectural details as depicted in the final Use Permit 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 Use Permit or subsequent use permit 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 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.

**# Public (Use and) Access Easements (First Partial Certificate of Occupancy for Tenant Occupancy)**

**A. Grant Easements to County (First Partial Certificate of Occupancy for Tenant Occupancy)**

The Developer agrees to grant permanent public (use and) access easements to the County Board of Arlington County providing for public use and access to \_\_\_\_\_, entitled " \_\_\_\_\_ ", which shall be approved and recorded prior to the issuance of

the First Partial Certificate of Occupancy for Tenant Occupancy for the building. The final location of the easements may change with the preparation of the final building plans.

- B. Construction and Landscaping (Prior to granting public use and access easement)** The Developer agrees to construct and landscape these areas, as shown on plans dated \_\_\_\_\_ and made a part of the public record on \_\_\_\_\_. Final landscape design and installation shall be approved by the County Manager as part of the Final Landscape Plan. Construction and landscaping of these areas shall be completed prior to the granting of the public (use and) access easements. If the developer requests and the Zoning Administrator allows modifications to the timing of the installation of landscape features, plant materials and/or street trees under Condition #21.C.1.a., then the public (use and) access easement may be granted prior to such installation. In such case, developer agrees to take all necessary measures, including but not limited to, fencing or barriers, to protect the general public, residents or customers during the time that such installation is incomplete and during the construction/installation of the same.
- C.** The public use and access easements shall be granted by deed, in form acceptable to the County Attorney and in substance acceptable to the County Manager and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. The Developer shall be responsible for maintaining the areas and all facilities, hardscape and landscape located within the public use and access easement. The public use and access easements shall include, among other items, the following provisions:
- 1) The Developer and the grantors of the public use and access easement, and their successors and assigns, shall be responsible, at their sole cost and expense, to perform and pay for the continued care, cleaning and maintenance, including snow and ice removal, repair, replacement, installation and removal of the public use and access easement area and all facilities and improvements installed therein.
  - 2) The Developer, their respective successors in title and interest, and their assigns shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents (collectively, "County") from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the public (use and) access easement by the Developer, the County or the property owners, or from use and access by the public at large.

# **Additional conditions unique to specific projects (i.e. RPA, Mini-Park, Public Square, etc)**



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

**Definitions**

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

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

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

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

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

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

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

**Testing Protocol**

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

1. Each floor of the building shall be divided into a grid of 20 approximately equal areas.
2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the County.
3. The test shall be considered failed if more than two nonadjacent grid areas do not meet the signal strength requirements.
4. In the event that three nonadjacent areas fail the test, in order to be more statistically accurate, the floor shall be divided into 40 equal areas. The test shall be considered failed if more than

four nonadjacent grid areas do not meet the signal strength requirements. If the system fails the 40-area test, the system shall be modified to meet the 95 percent coverage requirement.

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

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

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

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