

ARLINGTON COUNTY, VIRGINIA DEPARTMENT OF COMMUNITY PLANNING, HOUSING AND DEVELOPMENT PLANNING DIVISION ZONING ADMINISTRATION

*I COURTHOUSE PLAZA. SUITE 812
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201
(703) 228-3883 • FAX (703) 228-3896



March 26 2001

BY FAX AND MAIL

Chicago Title Insurance Co. c/o Charles Menges McGuireWoods LLP One James Center 901 East Cary Street Richmond, Virginia 23219-4030

Re:

Potomac Yard Arlington, Properties Known as the South Tract on

Jefferson Davis Highway (SP#346)

Dear Sirs:

The following information is provided in reply to your request for information on the current zoning and status of the above referenced property. The subject properties are further identified by the following Real Property Code numbers: 34027029, 34027030, 34027031, 34027021, 34027032, 34027024, 34020244, and 34027019.

The subject properties are zoned "C-O-1.5", Commercial Office Building, Hotel and Apartment Districts. The "C-O-1.5" classification provides for limited office building land use, and, under appropriate conditions, office building, hotel, apartment, commercial and/or institutional redevelopment of older commercial and industrial areas.

A Site Plan (SP#346) and Rezoning (Z-2472-00-1) and General Land Use Plan Amendment (GP-269-00-1) for the subject properties (except (34020244) was approved by the Arlington County Board on October 21, 2000. The property identified as 34020244 is zoned "C-0-1.5, but was not a part of Site Plan 346.

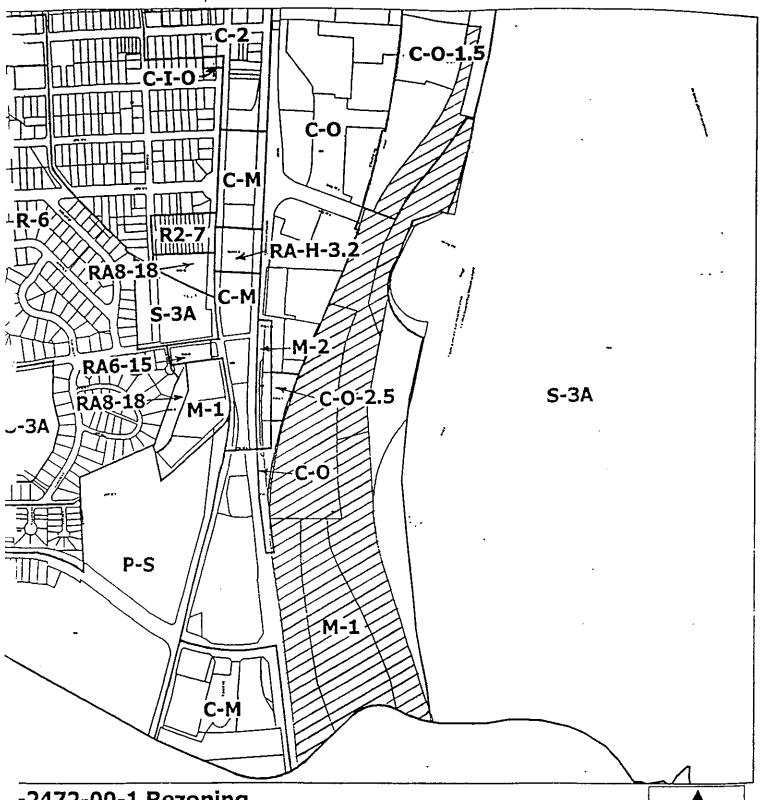
To the best of my knowledge, there are no zoning violations on the premises.

Sincerely,

Tony M. Burnette
Deputy Zoning Administrator

CC:

zoc-0351 address file SP#346



-2472-00-1 Rezoning

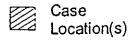
Potomac Yard

RPC # 34-027-019,- 021,- 024,- 029,- 030,- 031,-

-32]

rom: "M-1" To "C-O-1.5"

North Scale 1" = 600'



Page 10 - October 21, 2000

§ 63-7. Effective date.

- (a) The tax levied or imposed under this chapter shall become effective on the later of July 1, 1989, or on the day immediately after sixty (60) days' written notice by certified mail to the registered agent of the service provider required to collect the tax.
- (b) The tax calculated on kWh or CCF levied under this chapter shall become effective for the first meter reading after December 31, 2000, prior to which time the tax previously imposed shall be in effect.

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TEMPORARY CLOSING OF A PORTION OF THE NORTH EDGEWOOD STREET BETWEEN WILSON BOULEVARD AND CLARENDON BOULEVARD FOR USE BY CLARENDON/EDGEWOOD 3, L.L.C., FOR OTHER THAN PUBLIC PURPOSES.

On motion by Mr. Fisette, seconded by Ms. Favola and carried by a vote of 4 to 1, the voting recorded as follows: Ms. Favola – Aye, Mr. Ferguson – Aye, Mr. Fisette – Aye, Mr. Monroe – Aye, and Mr. Zimmerman – Nay, the Board, pursuant to section 15.2-2013 of the Code of Virginia, agreed to: (1) permit the temporary use by Clarendon/Edgewood 3, L.L.C., ("CE"), for other than public purposes, of a portion of the public right-of-way on the east side of North Edgewood Street between Wilson Boulevard and Clarendon Boulevard as more fully shown on a plat entitled "Temporary Use Area," dated October 21, 2000, prepared by the County Department of Public Works; and (2) authorized that such right-of-way be closed for public use and travel during such temporary use, which initial temporary use period shall begin on October 30, 2000 at 8:00am o'clock, shall end on March 29, 2001 at 8:00am o'clock, and which temporary use period may be extended by the County Manager for up to two months; (3) approved an Agreement between the County Board and CE regarding the temporary use and temporary closure of a portion of North Edgewood Street; and, (4) authorized the County Manager to execute the Agreement on behalf of the County Board, subject to approval of the Agreement as to form by the County Attorney; subject to the following two additional conditions:

- Clarendon/Edgewood 3, LLC (CE), will allow open public parking during times when Fresh Fields is not open.
 CE will include information on any signage posted as to the specific hours when open public parking is authorized.
- 2. Any towing contract concluded by CE for the purpose of parking enforcement in the

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APPROVAL OF POTOMAC YARD DEVELOPMENT PLAN.

After duly advertised public hearings at which the public spoke, the Board took the following actions:

GENERAL LAND USE PLAN AMENDMENTS GP-269-00-1.

On motion by Mr. Zimmerman, seconded by Ms. Favola and carried by a vote of 5 to 0, the voting recorded as follows: Ms. Favola – Aye, Mr. Ferguson – Aye, Mr. Fisette – Aye, Mr. Monroe – Aye, and Mr. Zimmerman – Aye, the Board approved the following General Land Use Plan Amendments GP-269-00-1:

- a) North Tract area north of 6th Street South: From "Service Industry" (Wholesale, storage, and light manufacturing uses, including those related to building construction activity) to "Public" (Local, regional, and federal parks; public schools; parkways, major unpaved rights-of-ways; libraries and cultural facilities) for the area generally bounded by 6th Street South, Old Jefferson Davis Highway, the former "Twin Bridges" site and the Waterfowl Sanctuary.
- b) North Tract area south of 6th Street South: From "Service Industry" to "Low" Office-Apartment-Hotel (Office density up to 1.5 FAR; Apartment density of up to 72 units/acre; Hotel density of up to 110 units/acre) for the area generally bounded by 6th Street South, the Waterfowl Sanctuary, 10th Street South and Old Jefferson Davis Highway.
- c) South Tract: From "Service Industry" to a striped pattern of 1/3 "Medium" Residential (37-72 units per acre) and 2/3 "Low" Office-Apartment-Hotel for the area generally bounded by the Airport Viaduct, George Washington Parkway (the eastern edge of the railway corridor), Four Mile Run, Jefferson Davis Highway and Crystal Drive: with the addition of a note stating:

 Note 18: "The County Board has designated this area as eligible for an additional gross floor area of up to 1.161 million square feet over and above the base density of the site, which may be granted upon fee conveyance to the County of a sufficient amount of property, as determined by the County Board, for park, open space, and community recreation use, in accordance with Section 36.H.5. of the Zoning Ordinance. The total base and additional densities shall include a minimum of 1/3 for residential use, including hotel, and a maximum of 2/3 for office and commercial uses."

APPROVAL OF COMPREHENSIVE PLAN AMENDMENTS.

On motion by Mr. Fisette, seconded by Mr. Zimmerman and carried by a vote of 5 to 0, the voting recorded as follows: Ms. Favola – Aye, Mr. Ferguson – Aye, Mr. Fisette – Aye, Mr. Monroe – Aye, and Mr. Zimmerman – Aye, the Board approved the following Comprehensive Plan amendments:

- a) Master Transportation Plan—Part 1: to add the following eight additional streets; Potomac Avenue, as a four-lane, minor arterial, from the Alexandria City Line to Crystal Drive; South Glebe Road as a four-lane, minor arterial, from Jefferson Davis Highway (U.S.1) to Potomac Avenue; 33rd Street South, as a four-lane, minor arterial, between U.S. 1 and Potomac Avenue; 29th Street South, as a two-lane, neighborhood-minor street, between Crystal Drive and Potomac Avenue; 39th Street South, as a two-lane, neighborhood-minor street, between U.S. 1 and Potomac Avenue; 39th Street South, as a two-lane, neighborhood-minor street, between South Clark Street and Potomac Avenue; South Ball Street, as a two-lane, neighborhood-minor street, between South Glebe Road and 33rd Street South; and South Clark Street, as a two-lane neighborhood-minor street, between 39th Street South and 33rd Street South.
- b) <u>Arlington Bicycle Transportation Plan</u>: to add on-street bicycle lanes to Potomac Avenue, and connections between the Four Mile Run trail and both the Potomac Avenue bicycle lanes and the trail along U.S.1 into Alexandria.
- c) <u>Arlington County Pedestrian Transportation Plan</u>: to add a pedestrian corridor, in conjunction with open space, between 29th Street and Four Mile Run, with a connection to Alexandria.
- d) <u>Master Transit Plan</u>: to establish a transitway from the Pentagon via Crystal City and Potomac Yard to the City of Alexandria.

AN ORDINANCE PURSUANT TO ZONING APPLICATION Z-2472-00-1 TO AMEND THE ZONING DISTRICT CLASSIFICATION OF CERTAIN PARCEL OF LAND KNOWN AS POTOMAC YARD (RPC #34-027-019, -021, -024, -029, -030, -031, -032).

On motion by Mr. Ferguson, seconded by Mr. Fisette and carried by a vote of 5 to 0, the voting recorded as follows: Ms. Favola – Aye, Mr. Fisette - Aye, Mr. Ferguson - Aye, Mr. Monroe - Aye, and Mr. Zimmerman - Aye, the Board adopted the following ordinance:

BE IT ORDAINED that, in order to serve the public necessity, convenience, general welfare, and good zoning practice, the parcels of real property known as Potomac Yard Potomac Yard. (RPC # 34-027-019, -021, -024, -029, -030, -031, -032) is hereby reclassified from zoning district "M-1" Light Industrial District, to "C-O-1.5" Commercial Office Building, Hotel and Apartment Districts, pursuant to application Z-2470-00-2 on file in the Office of the Zoning Administrator and the zoning map is hereby amended to show this reclassification.

AN ORDINANCE PURSUANT TO APPLICATION SP #346 TO GRANT AN AMENDMENT TO A SPECIAL EXCEPTION FOR A PHASED DEVELOPMENT SITE PLAN (PDSP) ON CERTAIN PARCELS OF LAND KNOWN AS POTOMACYARD (RPC #34-027-019, -021, -024, -029, -030, -031, -032).

On motion by Ms. Favola, seconded by Mr. Zimmerman and carried by a vote of 5 to 0, the voting recorded as follows: Ms. Favola – Aye, Mr. Ferguson – Aye, Mr. Fisette – Aye, Mr. Monroe – Aye, and Mr. Zimmerman – Aye, the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application SP #346 on file in the Office of the Zoning Administrator for a special exception for a phased development site plan amendment (PDSP) containing 2,940,000 square feet of office/commercial uses and 1,469,835 square feet of residential/hotel uses on the south tract for the parcels of real property known as Potomac Yard (RPC # 34-027-019, -021, -024, -029, -030, -031, -032), approval is granted and the parcels so described shall be used according to the approval requested by the application, subject to the following conditions and modifications:

VI. PDSP CONDITIONS

General

- 1. This Phased Development Site Plan (PDSP) Is approved subject to the submitted plans dated February 21, 2000, August 18, 2000, August 30, 2000, and September 1, 2000, and, the Potomac Yard Urban Design Guidelines dated October 3, 2000 and these Conditions. Following approval of the Phased Development Site Plan (PDSP) by the County Board, the developer agrees to submit to the Zoning Administrator revised plans and Potomac Yard Urban Design Guidelines that reflect the changes and additions thereto by the approved PDSP. The developer further agrees that all construction on property covered by the PDSP shall be done in a manner consistent with the Potomac Yard Urban Design Guidelines.
- 2. For the purpose of these Conditions, the term developer also includes the owner or owners of the land subject to the Phased Development Site Plan, the applicant and all successors and assigns in interest including any property owners' association or associations that may be established. The developer agrees to comply with the plans dated February 21, 2000, August 18, 2000, August 30, 2000, and September 1, 2000, and the Urban Design Guidelines dated October 3, 2000 and reviewed and approved by the County Board and made a part of the public record on October 21, 2000, together with any modifications proposed by the developer and accepted by the County Board or vice versa.

Development Program

- The developer agrees to reserve and convey to the County, an interest in or right to use, a is 3. (a) determined by the County in its sole discretion, a site approximately 28 acres in size, known as the North Tract, and within it a site known as the Davis Site, the exact extent of which will be determined by the County at the time of conveyance. The North Tract and the Davis Site are located north of Crystal City, as shown on the certified plat dated September 1, 2000 and showing the North Tract (including the Davis Site) and the South Tract. Any conveyance to the County shall be of property that is unencumbered by any interest inconsistent with the County's, including, without limitation, unencumbered by tenants or leases (except as may be approved in writing by the County Manager). Any deed of conveyance may be a special warranty deed or general warranty deed, at the developer's option. The developer acknowledges that the approved density in this PDSP includes additional density of 1,161,000 square feet of Gross Floor Area (GFA) which will be allocated to the South Tract for the development of the PDSP upon conveyance of the North Tract to the County, and fulfillment of the other requirements of this Condition 3. The PDSP for the South Tract shall take effect upon approval of the PDSP by the County Board. However, at the time of such approval, and until conveyance of the North Tract and fulfillment of the other requirements in this Condition 3, the only right the developer may have to proceed with development shall be to develop Land Bays A and/or B (and such infrastructure on Land Bay C as may be needed to support approved development on A and/or B) as approved on the PDSP, but provided that the developer allocates sufficient land in the South Tract to support that development of A and/or B at a Floor Area Ratio (FAR) of 1.5. The developer agrees, in order to assure the County that land allocated to meet this FAR requirement will not otherwise be developed, that the developer will record such covenants or take such other actions as the County may require at the time of Final Site Plan approval for Land Bays A and B. A Final Site Plan or Final Site Plans may be filed and approved, construction may occur, and certificates of occupancy may be issued for development on Land Bays A and B, consistent with these conditions, at any time following approval of the PDSP by the County Board. No Final Site Plan may be filed for any other land bay, and no bonus density may be included in any development, in the PDSP until the Applicant has conveyed the North Tract to the County. At such time as the North Tract is conveyed to the County, and the other requirements of this condition are met, the bonus density shall be incorporated into the PDSP, which shall then permit development of a total of 4,409,835 square feet of GFA as shown in condition 4. The approved density is based on conveyance of the land in the North Tract including 6.68 acres of land located east of the railway corridor, which totals 32.59 acres. That land shall be conveyed in fee, except for the 4.46 acres in the Davis Site, or such other part of the North Tract as the County may determine at the time of conveyance is in the Davis Site or should not be conveyed in fee. The County shall have the option, at the time of conveyance, to determine the nature of the interest it accepts in the Davis Site. The North Tract (including the Davis Site of an exact size determined by the County at the time of conveyance) shall be conveyed to the County no later that 60 days after a final, unappealable resolution in favor of the developer and/or any governmental defendants, as the case may be, of any and all legal proceedings challenging the validity of these land use approvals, including the Phased Development Site Plan, and or challenging the validity of the Exchange Agreement consummated on March 24, 2000, between the Applicant and the U.S. Government (National Park Service) related to the South Tract and other property owned by developer. In the event of an unfavorable final resolution of any such litigation, the North Tract shall not be conveyed to the County, no bonus density shall be allocated to the South Tract, and the PDSP, including all conditions related to the PDSP, shall be null and void, except that Land Bays A and B and approved infrastructure on C may be developed in accordance with any Final Site Plans that may have been approved under the PDSP for such Land Bays.
 - (b) The developer agrees that at the time the North Tract is conveyed to the county, the developer will record a covenant among the land records of the clerk of the Circuit Court of Arlington County, in form and substance acceptable to the County Manager and the County Attorney, that extinguishes any and all remaining rights to density the developer may have on the North Tract.

- (c) The developer agrees that, prior to conveyance of the North Tract, the County may, at its option, obtain a new environmental study of the property. The developer agrees to pay one half of the cost of that study and search. Such new study and search shall be for the purpose of enabling the County to make a final determination of the size of the Davis Site. Provided, however, that the developer's share of the cost of the environmental study shall not exceed twenty-five thousand dollars (\$25,000.00)
- (d) The developer agrees that it will, at the time of conveyance of the North Tract, execute a release, in form acceptable to the County Attorney, releasing any obligation the County may have under the "Settlement Agreement Between the County of Arlington, Virginia; Richmond Fredericksburg & Potomac Railroad Company; and RF&P Properties, Inc." to pay to developer or any of its predecessors in interest, two hundred seventy five thousand dollars (\$275,000.00). The execution of that release will also extinguish any right the County may have to recoup up to \$275,000 paid by RF&P on the County's behalf, under the October 22, 1993 Settlement Agreement.
- 4. The approved uses and densities, after conveyance of the North Tract as specified in Condition #3(a), for each parcel of the Phased Development Site Plan are as follows:

Land Bay	Maximum Office GFA	Minimum Retail GFA	Hotel Rooms GFA	Residential Dwelling GFA
Α	650,000	4,000		
В	•	10,000	469,835	
С	1,200,000	14,000		
D	515,000 ***	10,000 - 400 10,000 - 400	0 6000	250,000
Ε	515,000 🗢	10,000 - 400	600)	250,000
F		12,000	1	500,000
	2,880,000	60,000	469,835	1,000,000

- Note 1: Pursuant to paragraph (a) under Retail Floor Area below, the total office GFA includes 90,000 square feet of GFA of Potential Retail Space.
- Note 2: Maximum number of hotel rooms shall be 625.
- Note 3: The total number of residential dwelling units shall be no less than 800 dwelling units and no more than 1200 dwelling units.
- Totals: The total development program shall consist of 2,940,000 square feet of office/commercial GFA (66 2/3% of total GFA); 1,469,835 square feet of residential/hotel GFA (33 1/3% of total GFA) unless otherwise adjusted as specifically permitted in these PDSP conditions.

A. Office Floor Area:

Office GFA may be converted to residential GFA (excluding hotel uses) only in accordance with the following schedule and procedure, and shall require submission by the developer to the County Manager of a written analysis of the impact of the conversion on urban and building design, traffic, provision of private recreational amenities and construction of Center Park.

(a) Up to 294,099 square feet of office GFA (not including 90,000 square feet of potential retail GFA) may be converted to residential GFA, establishing a proportion of 60% office/commercial GFA and 40% residential/hotel GFA, upon administrative application filed by the developer and approved by the County Manager or his designee, provided that the County Manager's review of the developer's analysis of the impact of the conversion on urban and building design, traffic, provision of private recreational amenities and construction of Center Park demonstrates that the conversion will not have any greater impact on the area than the development without the conversion.

- (b) Up to an additional 440,983.5 square feet of office GFA (over and above the initial 294,099 square feet of office GFA referred to in paragraph (a) above) may be converted to residential GFA (excluding hotel uses), establishing a proportion of 50% office/commercial GFA and 50% residential/hotel GFA, upon application for a PDSP Amendment filed by the developer and reviewed and approved by the County Board based upon its review of the developer's analysis of the impact of the conversion on matters including, but not limited to, urban and building design, traffic, provision of private recreational amenities and construction of Center Park, and the standards for site plan approval as contained in Section 36.H. of the Arlington County Zoning Ordinance.
- (c) Notwithstanding paragraphs (a) and (b) above, the limitations in this subparagraph (c) shall apply to any conversion. In no event shall there be any conversions from office to residential or hotel in Land Bay C nor shall any conversion permit more than 50% of office GFA in Land Bay A to be converted to residential GFA. Nor shall there be any conversion from office to residential or hotel that creates a ratio of residential/hotel GFA to total GFA over the entire PDSP site that is greater than 50%.

B. Retail Floor Area:

- (a) A minimum of 150,000 square feet of floor area shall be constructed so as to be useable as retail space at locations identified on the Retail Location Plan included in the Urban Design Guidelines. Such floor area in each Land Bay will be referred to as the Potential Retail Space. All Potential Retail Space shall have reasonable access to building service areas and shall be at grade in buildings with minimum floor to floor heights as specified on the Retail Location Plan. A minimum of 60,000 sq. ft. of the Potential Retail Space for all Land Bays shall be used for retail (Initial Retail Space). Each Land Bay shall have an initial minimum amount of retail floor area equal to 40% of the Potential Retail Space for each Land Bay. In the event the retail floor area for any Land Bay exceeds the Initial Retail Space specified for that Land Bay, the amount by which the retail floor area exceeds such Initial Retail Space shall be deducted from the Initial Retail Space required for other Land Bays to be developed later.
- (b) The developer agrees to develop a retail attraction and marketing plan for each Final Site Plan for the Potential Retail Space. The plan shall set forth the actions that the developer will undertake to attract retail tenants to the space and will identify the Initial Retail space and the floor area where retail uses are optional. The developer shall submit such plan to, and obtain approval of, the County Manager or his representative prior to issuance of the first Certificate of Occupancy for any building within the applicable Final Site Plan.
- (c) Any Potential Retail Space that is not Initial Retail Space shall be leased for retail uses unless the developer has been unable to lease such space for retail uses and can establish to the reasonable satisfaction of the County Manager or his designee that the retail attraction efforts for such space, as outlined in the retail marketing plan, have been substantially and diligently followed for at least one year prior to such space being available for lease. The County Manager shall not unreasonably withhold or delay a determination on such efforts following application for such finding by the Applicant. Any Potential Retail Space shall be considered available for lease upon receipt of a certificate of occupancy for the applicable portion of the building in which such space is located or upon expiration of any lease, lease extensions, or lease renewals for such space. Any Potential Retail Space that is not required to be leased for retail uses under this subparagraph may be leased for office or other uses.
- (d) Retail uses of the types identified on the Retail Use Schedule (Attachment A hereto) shall be permitted.

- The Developer agrees that, by approval of this PDSP, the County Board has allocated densities and uses over the site and among land bays (as land bays are identified in the Transportation and Land Use Plan drawings dated September 1, 2000, and the Urban Design Guidelines dated (October 3, 2000.) and buildings, all based on an approved density for the entire site. The Developer agrees that no density that is not approved as part of this PDSP will be allowed on any parcel formed by subdivision of the site or any land bay. Density may be reallocated from one land bay to another in the PDSP only with the County Manager's approval if he finds that: (a) such reallocation will not change the overall density in any land bay by more than ten percent (10%); (b) the reallocation does not change the relative proportion of office and residential development within the PDSP, except as may otherwise be specifically permitted by these PDSP conditions; and (c) the Developer submits a written analysis of the reallocation to the Manager, which address the urban and building design, the construction of center park, and the transportation and transit improvements, and upon such review and analysis of that submittal as the Manager deems appropriate, the Manager finds that the reallocation will not adversely affect any of the analyzed factors.
- 6. The maximum building heights for each parcel of the Phased Development Site Plan shall be as follows:

<u>Parcel</u>	Height Maximum (Excluding Penthouse and subject to National Park Service restrictions)
Α	12 stories
В	12 stories, office; 13 stories, hotel
С	12 stories
D	12 stories, office; 13 stories, residential
E	12 stories, office; 13 stories, residential
F	13 stories

The average height of all buildings within the PDSP shall not exceed 12 stories, consistent with the standards of the "C-O-1.5" District.

- 7. (a) For each of Land Bays D and E, construction of at least 50% of residential gross floor area in the land bay shall have commenced (commencement of construction defined as construction of footing and foundation to grade) before the Issuance of a certificate of occupancy for any commercial floor area in such land bay.
 - (b) The developer agrees that construction of at least 75% of residential floor area (excluding hotel uses) in the PDSP shall have commenced before the issuance of a Certificate of Occupancy for greater than 75% of the office floor area in the PDSP. Provided however, that this standard need only be met after construction of the Route 1/South Glebe Road intersection improvements and the associated Crystal Drive improvements.

Parking

- 8. The developer agrees to provide parking for each use in accordance with the following schedule:
 - (a) residential: For each unit, a minimum of 1.125 space per dwelling unit and a maximum of 1.5 spaces per 2 bedroom units and 2 spaces per 3 or more bedroom unit.

(b) hotel:

.7 space per room plus an additional 3 spaces for each 1000 sq. ft., or portion thereof, of floor area above 10,000 sq. ft. of function facilities

The developer agrees to develop and implement a tour bus parking management plan for each Final Site Plan for hotel or conference facilities within the Phased Development Site Plan, which plan shall be implemented in conjunction with the Area Parking Plan and Commuter Bus Parking Plan referred to in Condition #28. The Plan shall address tour bus egress and ingress to and from the site, location of tour bus parking for loading and unloading, and location of tour bus extended parking, whether on-site or off-site. The Plan shall be submitted as a part of the application for Final Site Plan approval for the Phased Development Site Plan hotel or conference facilities.

(c) retail:

-one space per 250 sq. ft. of floor area

(d) office:

-one space per 580 sq. ft. of floor area for the first 500,000 sq. ft. of office development within the PDSP

-one space per 625 sq. ft. of floor area for the next 500,000 sq. ft. of office development within the PDSP

-one space per 675 sq. ft. of floor area for the next 500,000 sq. ft. of office development within the PDSP

-one space per 725 sq. ft. of floor area for the next 500,000 sq. ft. of office development within the PDSP

-one space per 800 sq. ft. of floor area for the next 880,000 sq. ft. of office development within the PDSP

Parking allocated by final site plan approval for one or more uses shall be maintained and available for that use or uses and shall not be leased or otherwise set aside for any other purpose that is inconsistent with those uses.

- 9. The developer agrees that parking shall be provided for each building according to the approved parking ratios; however, the parking need not be located within the parcel designation of each building but must be located within the overall project as may be approved through the final site plan process, and as illustrated by the conceptual parking garage plan illustrated in the Urban Design Guidelines.
- 10. The developer agrees that the parking required by the approved Phased Development Site Plan shall be provided coincident with and in direct proportion to the retail, office, hotel, and residential uses at the time of each Final Site Plan.

Infrastructure: Streets and Utilities

11. The Preliminary Infrastructure Plan:

- (a) The developer agrees that the first Final Site Plan that is filed within the PDSP development, excluding Land Bay A, shall be accompanied by a "Preliminary Infrastructure Plan" (the "Infrastructure Plan") for the PDSP which shall be updated and resubmitted with each subsequent Final Site Plan application that seeks approval of one or more buildings or uses within the PDSP development. No such Final Site Plan shall be approved unless the Infrastructure Plan which accompanies the Final Site Plan application has been reviewed and approved by the County Manager or his designee, and approved by the County Board as a part of the Final Site Plan. The initial and each updated Infrastructure Plan is intended to insure that the construction of the infrastructure and transportation/transit-systems identified below in subparagraph (b) are consistent with comprehensive plans covering the entire PDSP development, excluding Land Bay A, that have been approved by the County, and meet all requirements of the development and of County systems to which the infrastructure connects. Such Infrastructure Plan shall govern construction in the PDSP except as otherwise approved by the County Board.
- (b) The developer agrees that the initial and each subsequent Infrastructure Plan shall provide, for each of the systems of infrastructure identified below in this subparagraph, the general location and layout of the major components, or the backbone, of the systems. The systems of infrastructure to be addressed are, at a minimum:
 - (I) the streets to be constructed within the PDSP area as identified in paragraph 21;
 - (ii) the sanitary sewer system to be constructed within the PDSP area excluding Land Bay A;
 - (iii) the stormwater conveyance system to be constructed within the PDSP area excluding Land Bay A; and
 - (iv) the utility systems to be constructed within the PDSP area excluding Land Bay A (e.g. electricity, water, gas, phone/communications, and cable).
- (c) The developer agrees to construct, as approved in the individual final site plans, elements included in the Infrastructure Plan.
- (d) The developer agrees to comply with the following infrastructure guidelines:
 - i. Water System:
 - a) A 12" watermain loop system will be required for this project unless a smaller diameter is determined by the Department of Public Works (DPW) to be acceptable at the time of Final Site Plan approval. The water system loop will begin at the intersection of 27th Street and Crystal Drive. The loop will connect to the existing 12" watermain in this intersection and be extended along Potomac Avenue, South Glebe Road Extended and reconstructed Crystal Drive. The loop shall connect to the existing 12" watermain in Crystal Drive adjacent to the Crystal Station buildings. A 12" connection shall be made to the existing 12" watermain west of U.S. Route 1 in South Glebe Road. This loop system is shown on the master utility plan. At least one east/west connection between the watermain in Potomac Avenue and Crystal Drive shall be made and it shall not be any closer to 27th Street connection or South Glebe Road extended than 1/4 of the distance between the two. More connections shall be made if determined necessary during the approval of individual Final Site Plans. These connections shall be no larger than 12".

All service connections to each building will be from the loop described above. Fire hydrants inside of the central public open space are not required per the Arlington County Fire Marshal. Siamese connections for each building shall be provided along the loop system. Public watermains shall not be over private garages. No public watermains are required in the public open space. Each building shall have one meter maintained by DPW. Submetering for each tenant shall be the responsibility of the property owner.

With each Final Site Plan submission, development conditions shall ensure that an adequate portion of the above loop system is constructed so that no dead end watermain system longer than 500 feet is provided unless the DPW determines that such a dead end watermain is not detrimental to water quality or the adequate supply of fire flow.

- b) In the vicinity of Land Bay A, a 10' wide easement for location of the waterline shall be provided at the time of Final Site Plan approval to service lands east of the site. The waterline will be designed with the Final Site Plan at no cost to the County. Construction of the waterline may occur at the time of building construction or at a later date to be determined in Arlington County's sole discretion, at no cost to the applicant or successors. The location and design of said waterline shall not delay the timing of reviews and approvals of Final Site Plan construction plans. If the location and design of the waterline has not been determined by Arlington County prior to the time of review and approvals of the Final Site Plan, then the design shall no longer be the obligation of the applicant or successors.
- c) The location of water services will be determined at the time of the review of the final engineering plan for each Final Site Plan in accordance with the following standards. Water meter installation shall be located behind and adjacent to the curb line in an area clear of driveways, with a minimum horizontal clearance of five (5) ft. from other utilities and with a minimum clearance of ten (10) ft. clear from all structures unless otherwise approved. A clear space 15 feet wide by 25 feet long by 10 feet deep shall be provided for three (3) inch and four (4) inch water meter installations, and 20 feet wide by 25 feet long by 10 feet deep for six (6) inch and larger meter installations. The location of building walls shall be adjusted as necessary to provide these clearances.
- d) All sanitary sewers and watermains including water services shall be constructed, in general, in locations shown on the Master Utility Plan drawing dated September 1, 2000, and shall have a minimum of 10 feet of horizontal clearance from each other and five feet from all other utilities, and shall have a minimum of 10 feet of horizontal clearance from buildings and other structures. Watermains located deeper than 10 feet from the surface shall have a minimum of 15 feet of horizontal clearance from buildings and other structures; and sanitary sewers 15 inches and larger or sewers located deeper than 10 feet from the surface shall have 15 feet minimum horizontal clearance from buildings and other structures. All watermains and sanitary sewers shall meet County standard design criteria as shown on the final engineering plan approved by the County. The design criteria described above may be modified subject to the approval of the County.
- e) All construction shall be in accordance with the current Arlington County Construction Standards and Specifications.

ii. Sanitary Systems:

The sewer system to collect and convey sewage generated by the development on the site will consist of a pump station, a gravity flow system and a force main. The pump station is required and may be located either onsite or offsite at the developer's option. If the developer seeks to locate the pump station off-site, it may be placed on the Water Pollution Control Plant grounds subject to County Board approval. A decision shall be made by the developer in consultation with the County as to the location of the pump station, prior to the time of the first Final Site Plan submission for any of Land Bays B, C, D, E or F. The pump station and all proposed sewer systems shall be designed in accordance with all applicable state and local regulations. Virginia State Health Department approval is required prior to approval of a Final Site Plan for the first building or structures requiring use of the pump station. The system shall be capable of carrying the onsite flows projected to be generated by the approved development program. If the pump station is located on the Water Pollution Control Plant grounds, the land shall be made available to the developer at a cost of \$25,000.00, subject to approval by the County Board. The developer shall be responsible for the cost of all design, permitting and construction of the facility.

- 12. Prior to the issuance of any building permits within any approved final site plan, the developer agrees to dedicate to Arlington County all easements and/or rights of way necessary for the development for which the building permits are to be issued.
- Street and utility improvements, including service requirements for shuttle buses (such as access options, internal pathways, turns and turn-arounds) consistent with Condition #28 below, shall be shown for each entire Land Bay upon submittal of the first Final Site Plan for any parcel within the Land Bay. Such improvements are subject to the following, and shall be reviewed and approved as a part of the Final Site Plan:
 - Every sub-parcel (defined as any subdivision of any land bay or of any development site of a
 Final Site Plan) must have at least two points of access to and from public streets for
 emergency vehicles. One of the access points may be indirect if approved by the Arlington
 County Board as a part of a Final Site Plan approval.
 - Every sub-parcel developed as a final site plan, except those in Land Bays A, B, and F, must have access to a two-way public street within six hundred (600) feet of the sub-parcel.
 - All roads and streetscape directly surrounding a specific sub-parcel developed as a final site
 plan must be completed in a manner consistent with all conditions and the approved final
 landscape plan before issuance of the Certificate of Occupancy that permits occupancy of
 50% of the gross floor area in the sub-parcel.
 - At least one-half of each building's parking garage entrances must have direct access to
 public streets or to private streets with public access easements. All other parking garage
 entrances must have, at a minimum, indirect access to public streets or to private streets with
 public access easements.
 - Garage access points shall not be placed where they will cause unreasonable backups of traffic or unsafe vehicular maneuvers by garage users. The on-site streets required to be constructed with each final site plan shall be determined at the time of Final Site Plan approval for each sub-parcel. This phasing of the agreed-upon street changes for this PDSP must reasonably handle traffic generated by the subparcel, any existing traffic and the traffic generated by all PDSP development approved through final site plan approval.
- 14. Prior to the Issuance of any building permit within a final site plan, the developer agrees to execute a surety agreement acceptable to the County to ensure to the County the construction of all facilities required to be constructed within public rights of way or easements as part of that final site plan.

- Prior to the issuance of any building permits, the developer agrees to obtain the approval of the Department of Public Works for its final engineering plans for all streets, curb and gutter, sidewalks, medians and infrastructure that support the construction for which the building permits are to be issued. Landscaping and construction specifications and details for the sidewalk, streetscape and landscaped medians shall be submitted by the developer for approval by the County Manager or his designee as a part of the landscape plan supporting any construction for which building permits are to be issued. The developer agrees to maintain landscaping and street trees along all sidewalks and medians, and shall submit a landscape maintenance agreement, which shall be approved by the County Manager or his designee prior to the issuance of any building permit for construction on the same parcel, along with the landscape plan supporting construction for which building permits are to be issued. The developer agrees to pay and/or reimburse the County to perform all maintenance, signage and parking control functions on private streets after a reasonable rate has been developed by the two parties.
- 16. The developer agrees to construct streets, medians, curb and gutter, sidewalk, and streetscape improvements, including landscaped medians, along all public and private street frontages of the Potomac Yard PDSP in accordance with the Potomac Yard Urban Design Guidelines and the Arlington County standards current at the time of the final site plan. Improvements to all public street frontages shall be in accordance with the phasing requirements specified in Condition #21 below.
- 17. The developer agrees to place underground all existing and proposed utilities within and immediately adjacent to the property included within the PDSP development. This shall not include the electric transition station (or wires extending therefrom) located on the south side of Four Mile Run. Undergrounding shall be done for each final site plan approval as specified therein. In addition, within 10 calendar days after approval of each Final Site Plan, the developer agrees to contribute \$.30 (thirty cents) per square foot of Gross Floor Area approved in the Final Site Plan as a contribution to the County's Utility Undergrounding Fund.
- 18. All sanitary sewers and water mains, including water services and fire hydrants, shall be constructed in locations shown on the Phased Development Site Plan (unless otherwise approved by the County Board at time of Final Site Plan approval), and shall comply with all standards included in the Infrastructure Guidelines in Condition #11.
- 19. The developer agrees to connect sewer service to support the development of Land Bay A directly to the existing Arlington County Sanitary sewer in 26th Street. A private ejector pump and forcemain is an acceptable system to convey the sewage to the terminal manhole in 26th Street. Construction of an adequate sewer system to convey the project onsite flows to the Arlington County Water Poliution Control Plant, as described in the Infrastructure Guidelines in Condition #11, shall be completed by the developer prior to issuance of the first certificate of occupancy for any development in any of Land Bays B through F, unless otherwise approved by the County Manager or his designee as providing a system that is equal to or better than what is called for in the Infrastructure Guidelines in Condition #11.
- 20. The developer agrees to fund the installation of new traffic signals or, at the County's option, the modification of existing traffic signals, in all locations identified for traffic signals on the Transportation and Land Use Plan drawing dated September 1, 2000. The developer agrees to make payments to Arlington County for all signal equipment within 60 days after request therefore, following a determination by the County Manager or his designee that either any such signal is warranted or that street construction is approaching a stage where it is timely to install any such new signal, but not operate it until warranted.

21. The developer agrees to construct the infrastructure identified in the schedule below in accordance with the events identified in the schedule unless a variation from the schedule is approved by the County Board as part of a Final Site Plan approval. Following completion of construction, the new public rights of way and the improvements to existing public rights of way identified in the schedule, including the transitway, shall be dedicated to the County or the County shall be granted a surface easement for public right of way purposes at the County's option.

<u>Infrastructure</u>

Completion Event

(a) South Glebe Road/ Route 1 Intersection

Construction of the improvements to this intersection, as shown on the Transportation and Land Use Plan drawing dated September 1, 2000, may be completed at any time, provided that the improvements are completed before the Issuance of Certificates of Occupancy for the earliest of the following:

- More than 1,900,000 square feet of office development in the Arlington PDSP area, or
- ii. More than 2,650,000 square feet combined, of office, residential, retail and hotel development in the Arlington PDSP area, or
- iii. More than 1,500,000 square feet combined, of office, residential, retail and hotel development in the Arlington PDSP area and more than 1,900,000 square feet of new (new defined as any development in the Alexandria portion of Potomac Yard excluding the existing retail center and buildings housing the GSA and Avis Rental Car uses) office development in the PDSP area and in the Alexandria portion of Potomac Yard west of the heavy rail corridor (collectively, the "PY Total Area"), or
- iv. More than 1,500,000 square feet combined, of office, residential, retail and hotel development in the Arlington PDSP area and more than 3,700,000 square feet combined, of any new office, residential, retail and hotel development in both the Arlington and Alexandria PY Total Area.

The developer agrees to plan and construct the full intersection of South Glebe Road and Route 1, consistent with the engineering plans submitted by the developer and reviewed and approved by the Department of Public Works, and consistent with the above timing requirements.

(b) Potomac Avenue

Construction of this road from a tie-in with Route 1, in Alexandria south of the Potomac Yard retail center, to a tie-in with Crystal Drive and 27th Street may be completed at any time, provided that it shall be completed before the issuance of certificates of occupancy for the earliest of the following:

- i. More than 2,300,000 square feet of office development in the Arlington PDSP area, or
- ii. More than 3,450,000 square feet combined, of any office, residential, retail and hotel development in the Arlington PDSP area, or
- iii. More than 2,000,000 square feet combined, of office, residential, retail and hotel development in the Arlington PDSP area and more than 2,300,000 square feet of new (new defined as any development in the Alexandria portion of Potomac Yard excluding the existing retail center and buildings housing the GSA and Avis Rental Car uses) office development in both the combined Arlington and Alexandria PY Total Area, or

iv. More than 2,000,000 square feet combined, of office, residential, retail and hotel development in the Arlington PDSP area and more than 4,500,000 square feet combined, of any new office, residential, retail and hotel development in both the combined Arlington and Alexandria PY Total Area.

The developer agrees to plan and construct the full cross-section of Potomac Avenue, consistent with engineering plans to be submitted by the developer and reviewed and approved by the Department of Public Works, and consistent with above timing requirements. For the Intersection of Potomac Avenue with Crystal Drive opposite 27th Street, the developer agrees to construct the right-turn movement from Potomac Avenue to operate under traffic signal control, rather than as a free-right turn. The developer agrees that it will not construct a finished four lane Potomac Avenue connection to Alexandria until it has constructed an east-west roadway between Potomac Avenue and Route 1, which may be either extended South Glebe Road or 33rd Street built to accommodate minor arterial traffic.

(c) Crystal Drive

The developer agrees to relocate and reconstruct a portion of Crystal Drive right-of-way located along the periphery of the PDSP development. Upon approval and construction of the final site plan for any sub-parcel located adjacent to the existing Crystal Drive, the right-of-way shall be improved with an interim transitway treatment consistent with the Urban Design Guidelines. If Crystal Drive is still being used as a right-of-way at the time of construction of the final site plan for sub-parcels located adjacent to the existing Crystal Drive, and the developer is unable to construct interim transitway improvements, then the developer agrees to make a contribution toward the cost of the interim transitway improvements are constructed in lieu of interim transitway improvements, then the contribution that was made toward the interim improvements shall be applied to the permanent improvements.

- (d) 33rd Street South
- The developer agrees to construct all street, curb, gutter, sidewalks, and landscaping improvements and intersection controls for a new 33rd Street South as a minor arterial between (and including connections with) Potomac Avenue and Crystal Drive as described in the Urban Design Guidelines dated October 3, 2000, at such time as 33rd Street South is required pursuant to conditions 13 and 21 (b).
 - 2. If the County decides to construct 33rd Street between U.S. 1 and Crystal Drive as a minor arterial, the developer agrees to provide \$150,000 toward the cost of these improvements and will provide a temporary construction easement in Potomac Yard for the purpose of temporary construction staging related to such improvements, if land is available at that time. The developer agrees that the funds to be paid under this condition will be paid within 60 days after written request therefore by the County Manager, and that the easement will be granted and recorded, in a form acceptable to the County Attorney, and in substance acceptable to the County Manager, within 60 days after written request therefore by the County Manager. The county shall provide such written request no earlier than six months prior to the anticipated start of construction.

(e) Transit corridor

i. Definition:

The transitway is a shared corridor, defined as a right of way over which vehicular traffic is excluded except for crossing at specific locations. The Transit Corridor shall be reserved upon approval of the PDSP, and shall be constructed by an entity or entities, existing or which may be created, whose purpose is to plan, design, construct and operate transit systems, at a time consistent with the phasing of development and in a manner as to not unreasonably and materially adversely affect construction of the development. The developer agrees to dedicate all or a portion, as the case may be, of such corridor right of way to the County by instruments acceptable to the County Manager and the County Attorney, at such time as (a) construction of the permanent transitway is commenced on a BRT or LRT or similar transit system, for dedication of the entire corridor right-of-way, or (b) the County constructs Preliminary Transit Improvements (as described in subparagraph 21.(e) II) in all or a portion of the corridor right-of-way, for dedication of those portions of the transit corridor in which such improvements are constructed. Until then, no use inconsistent with such transit system may be made of the area.

ii. Improvements:

As Land Bays adjacent to the transit corridor are developed, the areas in the transit corridor, that are adjacent to any such developed land area, shall be improved in accordance with the Urban Design Guidelines. In all cases any interim improvements to the transit corridor shall be easily removable for construction purposes. The specific design of the interim transit corridor improvements, along with permanent streetscape and landscaped median improvements, shall be submitted by the developer, and shall be consistent with the transit corridor plan for the transit corridor and the Urban Design Guidelines, and subject to approval at the time of the first Final Site Plan for a developed area adjacent to the transit corridor. The interim improvements, as well as permanent streetscape and landscaped median improvements, shall be implemented concurrent with construction of the Final Site Plans located adjacent to the transit corridor areas to be improved. In the event that all or a portion of the area to be improved as the transit corridor is still in use as a public right of way at the time of construction of the Final Site Plan, the interim and permanent improvements shall not be constructed, but funds for interim improvements within the transit corridor and permanent improvements in the median strip between the transit corridor and street shall be placed in escrow, at the discretion of the County Manager, for use when the transit corridor becomes available. The County may, at its option, complete the interim transit corridor improvements, and the permanent improvements in the median strip between the transit corridor and the street, on any section of the transit corridor adjacent to undeveloped parcels. The County may could charge the developer for the cost of these improvements at the time of the Final Site Plan approval for the related adjacent property.

At such time as the South Glebe Road/Route 1 Intersection improvements are constructed pursuant to subparagraph 21.(a), the County, in its discretion and at its cost, may construct Preliminary Transit Improvements within the corridor right-of-way. Such Preliminary Transit Improvements shall be street improvements and related improvements adjacent to Route 1, Crystal Drive, and South Glebe Road extended that are determined by the County to be necessary for the operation of the Interim Transit Service described in subparagraph 21.(e)v. Any funds already placed in escrow by the applicant for the construction of interim improvements for the transit corridor pursuant to this subparagraph and that have not already been used for the construction of such interim improvements may be applied by the County to the Preliminary Transit Improvements.

iii. Station Contribution:

Upon approval of each Final Site Plan, the developer agrees to contribute an amount equal to \$0.10 per square foot of GFA (the "Station Contribution") for transit stations and related improvements consistent with the Transit Corridor Plan and located within the PDSP area, such amount to be adjusted annually to reflect changes in the Washington Consumer Price Index for Construction from October 2000 to the time of approval of each Final Site Plan. At the election of the County, this contribution shall be made to Arlington County for (a) the installation of transit stations or shelters outside of the transit corridor to serve the buildings within the PDSP area as part of the interim transit service, which transit stations or shelters shall be designed according to the Urban Design Guidelines; (b) a trust and agency account established and maintained by Arlington County for the construction of LRT or BRT transitway stations and related improvements within the Transit Corridor Plan; or (c) both (a) and (b) as allocated by the County. The developer shall have the right to review and comment on the design of the transit stations within the PDSP area and the County will endeavor to ensure that the designs of the stations are compatible with the buildings and other urban design elements in the vicinity of each such station. In the event a special district is established pursuant to paragraph 29 herein, to the extent permitted by applicable law, the Station Contribution for each Final Site Plan shall be credited to each Final Site Plan's buildings' financial obligations under such special district.

iv. Performance:

In the event it is determined, (a) prior to the later of either December 31, 2010, or the issuance of certificates of occupancy for more than 2,200,000 square feet of GFA within the PDSP, that a BRT or LRT transit system will not be constructed within the Transit Corridor Plan; or, (b) that preliminary engineering or construction of such a BRT or LRT transit system has not commenced by December 31, 2010, then Arlington County shall refund each Station Contribution to the developer of each Final Site Plan less the dollars spent on the interim station improvements. Such amount shall be refunded to the entity defined as the applicant on the application for final site plan approval, irrespective of any change in ownership or control of a development.

v. Interim Transit Service:

Transit related policies and improvements shall be implemented throughout all phases of development. Initial transit service may be provided by extension/expansion of the existing ART system and administered by the County. Initial transit improvements shall include the installation of transit stations or shelters ("initial shelters") at locations required to appropriately serve development until a permanent LRT or BRT transitway and stations are constructed, as determined upon Final Site Plan approvals. Such initial shelters shall be highly visible (including appropriate signage and attractive graphics), accessible in nature, aesthetically attractive and weather protected, as set forth in the Urban Design Guidelines. The cost of construction and maintenance of such initial shelters shall be funded in accordance with paragraph (iii) of this condition. The developer agrees to develop final designs of the initial shelters, in consultation with the County, which shall be submitted at the time of the first Final Site Plan and approved by the County Manager or his designee.

Open Space

22. The developer agrees to construct the open space improvements identified in the schedule below in accordance with the events identified in the schedule unless a variation from the schedule is approved in a Final Site Plan within the Phased Development Site Plan. The developer agrees to grant public use and access easements, in a form acceptable to the County Attorney and the County Manager, over the public open space areas identified in the Potomac Yard Urban Design Guidelines. The exact timing and acceptance of easements shall be determined at the time of each Final Site Plan. However the developer agrees to complete construction of the improvements to the open space areas, as described in the PDSP or Potomac Yard Urban Design Guidelines, prior to the granting of such easements. In addition, the developer agrees to grant temporary public access easements, as needed, in forms acceptable to the County Attorney and the County Manager, over and across interim improvements as described in this condition. The permanent names for all such open space areas in the PDSP shall be determined in accordance with the Arlington County Policy for Naming and Renaming of County Facilities and Parks, adopted by the Arlington County Board on July 10, 1999, or the then-current policy. Upon construction, each open space improvement shall be maintained by the applicant or its successors; and, for each open space, such maintenance shall be the responsibility of one entity only. The developer agrees to submit a final landscape plan for each open space. At the time of submittal of each final landscape plan, a park maintenance plan and events management plan shall be included and approved by the County Manager or his designee as part of the final landscape plan. Upon approval, such plans shall govern maintenance of parks and management of events. The developer further agrees to coordinate with the Department of Parks, Recreation and Community Resources on the programming of the parks.

(a) Center Park

For each building on the east side of Land Bays D and E, by the time of the issuance of the first Certificate of Occupancy for occupancy of the building by tenants, an interim improvement of that portion of the Center Park adjacent to such building, consisting of green lawn with pedestrian paths, extending 50 feet into the Center Park area from the face of such building, shall have been constructed in accordance with the Potomac Yard Urban Design Guidelines. Before the issuance of any Certificate of Occupancy for any building in Land Bay D, the interim improvements on the Center Park shall include a pedestrian path through Land Bay E connecting Land Bay D and South Glebe Road, provided that (i) South Glebe Road improvements have been completed, and (ii) Land Bay E remains undeveloped to the extent necessary to locate a path. For any building in Land Bay E, the interim improvements shall include a pedestrian path through Land Bay D connecting Land Bay E and North Park, provided that (i) construction of North Park has been completed and (ii) development in Land Bay D remains undeveloped to the extent necessary to locate a path. The interim improvements will not be provided in the event that the portion of the final design plan of the Center Park adjacent to each such building has been implemented. In addition, each such interim improvement area is required to be preserved and maintained only for so long as it is not required by development activities of adjacent subparcels.

The developer agrees to submit a design plan for the entire Center Park, which shall be consistent with the concept plan for the Center Park as described in the Potomac Yard Design Guidelines, at the time of submittal of the first Final Site Plan for any building on the west side of Land Bay D or E. The design plan shall be approved by the County Board as a part of the approval of the first Final Site Plan for any building on the west side of Land Bay D or E.

The developer agrees to submit to the Zoning Administrator, for review and approval by the County Manager or his designee, a final landscape plans for the entire Center Park, which shall be consistent with the approved design plan for the Center Park, and shall be submitted to the County following approval of the first Final Site Plan for any building on the west side of Land Bay D or E. The final landscape plan for the Center Park in Land Bays D and E shall be constructed in sections concurrent with construction of each Final Site Plan on the west side of Land Bays D and E.

(b) North Park

The developer agrees to submit a design plan for the entire North Park, which shall be consistent with the concept plan for the North Park as described in the Potomac Yard Design Guidelines, at the time of submittal of the first Final Site Plan for any building in Land Bay C. The design plan shall be approved by the County Board as a part of the approval of the first Final Site Plan for any building in Land Bay C.

The developer agrees, prior to approval of the first Final Site Plan for any property located within Land Bay C, to submit to the Zoning Administrator, for review and approval by the County Manager or his designee, a final landscape plans for the entire North Park. Such landscape plans shall be consistent with the approved design plan for the North. The developer agrees to construct the final landscape plan for the North Park in sections, concurrent with construction of the below-grade parking structure in each section.

(c) South Park

- The developer agrees to plan and implement a landscape plan for the Four Mile Run area in (1) Land Bay F, extending to the southern bank of the Four Mile Run waterway including the existing bridges and the portions of the Four Mile Run area that are under the jurisdiction of the City of Alexandria (collectively, "South Park"), before the Issuance of certificates of occupancy for buildings in Land Bay F comprising greater than 3/4 of the total permitted development in Land Bay F. Upon construction, South Park, except for any area within the Four Mile Run Channel Easement recorded in the land records of Arlington County and the City of Alexandria, shall be maintained by the applicant or its successors; and such maintenance shall be the responsibility of one entity only. The landscape plan shall provide for permanent improvements as described below for the portions of South Park that extend from the planned building improvements in Land Bay F to a line approximately 140 feet north of the north edge of the Four Mile Run waterway (South Park A") as shown on the Transportation and Land Use Plan drawing dated September 1, 2000. The landscape plan shall provide for base improvements as described below for the portions of South Park that are south of the setback line including the portions of the Four Mile Run area that are in Alexandria ("South Park B") as shown on the Transportation and Land Use Plan drawing dated September 1, 2000.
 - (i) The permanent improvements for South Park A, which shall be consistent with the concept plan as described in the Urban Design Guidelines, shall be submitted to the Zoning Administrator for review and approval by the County Manager or his designee.
 - (ii) The base improvements for the portions of South Park B that are in Arlington ("South Park B-Arlington") and Alexandria ("South Park B-Alexandria") shall be consistent with the concept plan as described in the Urban Design Guidelines and shall be submitted to the Zoning Administrator for review by the County Manager or his designee, and approval by the County Manager or his designee for the base improvements in the Arlington portion of South Park B. The base improvements for the portion of South Park B that is in Alexandria ("South Park B-Alexandria") are described in the Urban Design Guidelines, provided that these improvements are consistent with any applicable existing or future requirements by the City of Alexandria. The developer agrees to cooperate with Arlington County and the City of Alexandria to connect the bicycle trail across jurisdictional lines in the vicinity of Four Mile Run, subject to all necessary governmental approvals.
- (2) The developer or its successors shall cooperate with a body, that may be established by Arlington County and the City of Alexandria to advise on the future of Four Mile Run, in the planning and construction of the South Park B enhanced improvements. A landscape concept plan for additional, enhanced improvements for South Park B may be approved by the County Manager of Arlington and the City of Alexandria in consultation with the aforementioned body established by Arlington County and the City of Alexandria. The planning and construction of such additional, enhanced improvements shall be implemented by an entity or entities to be determined in the future following provision of funding for such planning and construction.
- (3) Nothing contained in these Phased Development Site Plan conditions shall interfere with the applicant's obligation to the City of Alexandria or require the applicant to seek any discretionary or administrative approval by the City of Alexandria or to undertake any actions in Alexandria that would be inconsistent with any approval or requirement by the City of Alexandria. Provided, however, that this condition shall not preclude future agreements_by the developer to provide improvements that might include such approvals or requirements. In the event that implementation of the base improvements for South Park B-Alexandria would require such an approval by the City of Alexandria or would be inconsistent with any existing or future requirement of the City of Alexandria, then the base improvements for South Park B-Alexandria shall be modified so as to allow implementation of these improvements without such approval or inconsistency.

- (4) Nothing contained in these Phased Development Site Plan conditions shall require the applicant to undertake any actions that would be inconsistent with the National Park Service land exchange agreement, unless such agreement is finally determined by a court of competent jurisdiction to be invalid.
- 23. The developer agrees to construct a bike trail facility as shown on the Pedestrian Circulation Diagram dated August 30, 2000 or as approved by the County Manager or his designee.

Potomac Yard Design Guidelines

24. The Potomac Yard Design Guidelines, dated October 3, 2000 and submitted as a part of the approved PDSP, shall serve as a guide for the coordinated development of all phases of the Phased Development Site Plan. All Final Site Plans shall include details consistent with the objectives and specifications of the Guidelines, or as approved by the County Board. Each Final Site Plan submission shall include a conceptual landscape plan for the Final Site Plan, including planting, sidewalk and streetscape. Each conceptual landscape plan, unless otherwise approved by the County Board through final site plan approval, will be implemented consistent with a final landscape plan as submitted to and approved by the County Manager or his designee.

Other Requirements

- 25. The developer agrees to comply with the terms and conditions of the Arlington County Affordable Housing Guidelines for new development in effect at such time as each Final Site Plan is submitted for approval. In the case of commercial development, the developer agrees to contribute to the Housing Reserve Fund in accordance with the then-current guidelines, if any, at the time of Final Site Plan submittal. In the case of residential development, the developer or successors agrees to cooperate with the County or non-profit housing providers to develop onsite affordable housing or, in the event onsite affordable housing is not feasible, contribute to the Housing Reserve Fund, in accordance with the then current guidelines for on-site affordable housing and for such contributions, if any, is applicable at the time of Final Site Plan submittal.
- 26. For each Final Site Plan, the developer agrees to comply with the then-current Arlington County Chesapeake Bay Preservation Ordinance (CBPO) as applied to all land within each Final Site Plan excluding any land that is within any existing or planned public right-of-way, such planned public right-of-ways to include Potomac Avenue, South Glebe Road, the secondary road that is generally at the junction of Land Bays C and D, and the transit right-of-way, all as shown on the Transportation and Land Use Plan drawing dated September 1, 2000.

For each Final Site Plan with impervious cover that must be mitigated under Arlington County's CBPO or under any other stormwater quality regulation in effect at the time the site plan is filed, a vegetated building roof ("Green Roof") designed to appropriately treat stormwater quality will be considered an acceptable BMP to the extent measured by the standards set forth in CBPO. For each Final Site Plan with approved Green Roof buildings, the stormwater quality requirements for any remaining Impervious cover that must otherwise be mitigated under the CBPO may be met by either 1) an approved BMP, or 2) a contribution to the Source Control Fund (or equivalent) at a rate equal to one-half the rate stipulated by the CBPO in effect at the time the Final Site Plan is filed.

27. The developer agrees to complete the U.S. Green Building Council's LEED scorecard for each proposed building in the Final Site Plan and submit the completed LEED scorecard with all Final Site Plan applications, including documentation describing how the elements indicated on the LEED scorecard will be provided.

Transportation Management Program

28. The developer agrees to develop and implement a Transportation Management Program (TMP) consisting of Transportation Demand Management (TDM) and Transportation System Management (TSM) strategies and tactics with the multiple goals of: 1) reducing the number of single occupancy vehicles arriving to the Site; 2) achieving specified travel mode shares; and, 3) providing system performance desired to achieve specific TMP objectives. The specific program objectives will be established in conjunction with the County, and revised as necessary, to achieve the desired transportation system performance outlined in the developer's proposed transportation plan, which was based on a parking supply of approximately 5,900 spaces, achieving a commuter average vehicle occupancy of 1.4 for office, hotel and residential uses and a transit-bike-walk mode share of 40%. The TMP shall consist of five parts: (a) facilities and improvements provided by the applicant or successor developers as the project is constructed; (b) coordinated management of parking by all building owners within the development; c) funding and ongoing implementation of the TMP program through an owners' association consisting of all building owners within the development; (d) planning and provision of transit and other services, promotions, incentives, additional improvements and facilities, research, and plans necessary to fulfill TDM and TSM objectives; and (e) ongoing evaluation of the effectiveness of the TMP.

Physical Facilities and Improvements

- (a) The developer agrees to provide the following facilities and capital improvements, portion of which will be provided in conjunction with each final site plan, as may be appropriate:
 - (i) Space and build out for a small transit store, TMP staff offices and supply storage.
 - (ii) Garage entrances and exits designed to permit van access to desirable parking locations.
 - (iii) Parking availability display units at garage entrances.
 - (iv) Identification of appropriate locations for taxi stands to serve the development.
 - (v) Wayfinding, directional and advisory signage.
 - (VI) Bike racks, showers and lockers in office buildings to meet County standards as of the time of Final Site Plans.
 - (vii) Installation of electronic kiosks providing access to transit and traffic information and access to the CommuterPage.Com web site in locations to be determined during each Final Site Plan process, provided that the Applicant shall not be required to incur costs for such improvements greater than \$30,000 per building.
 - (viii) Installation of loop detectors, vehicle counters, video cameras and related hardware, communications, and software at key intersections within or adjacent to the PDSP area and as planned in the traffic signal system improvements provided by the Applicant, provided that the Applicant shall not be required to incur costs for such improvements greater than \$250,000. The tabulation of costs against this \$250,000 ceiling shall include only those costs above and beyond the cost of traffic signals required by Condition #20.
 - (ix) A contribution of \$75,000 each for the purchase of two new Arlington Transit buses to enable extension and enhancement of the development's transit services. The contribution for the first bus shall be paid prior to issuance of a certificate of occupancy of the first building of the first Final Site Plan. The contribution for the second bus shall be paid prior to issuance of a certificate of occupancy for the building within the PDSP which increases the amount of total development GFA completed within the PDSP to more than 750,000 square feet.

Coordinated Parking Management

- (b) Each building shall contribute to and participate in the management of parking assets within the development, as appropriate for the use of the building, and consistent with an Area Parking Plan pursuant to Subparagraph 28(d) iii) 5) to include:
 - (i) Single occupancy vehicle (SOV) parking at fair market rates
 - (ii) Reserved, conveniently located, and free vanpool parking spaces
 - (III) Reserved, conveniently located, and discounted carpool parking spaces
 - (iv) Provide convenient retail parking as required
 - (v) Provide convenient residential visitor parking as needed.
 - (vi) Planning and implementation of special strategies related to major event parking relating to the requirements of any hotels or community activities within the PDSP.
 - (vii) Daytime parking for commuter buses serving the office uses in the development subject to availability of appropriate space.
 - (viii) Coordination with tour bus parking management as required for each Final Site Plan for hotel or conference facilities within the Site.

The developer agrees that each of the above elements will be provided in conjunction with final site plan approvals as determined by the County Board.

Transportation Management Program Organization and Funding

- (c) The Potomac Yard TMP will be considered an important component of the Arlington County Commuter Assistance Program and will be coordinated with and receive assistance from the County. The developer agrees to compensate the County, at its option, for such assistance as the County determines is necessary for the efficient and effective performance of the TMP.
 - (i) Owners Association. The developer agrees to establish an owners' association (the "TMP Association") at the time of the issuance of the first Certificate of Occupancy for the first final site plan which TMP Association shall be responsible for ongoing operation and management of a TMP on behalf of tenants, residents, guests, and visitors of the South Tract.
 - (II) Funding. To fund the on-going operation and management of the TMP, the TMP Association shall assess each owner of property, consistent with paragraph 1) below. The assessment shall commence for each building as set forth in a Final Site Plan condition at, or no more than six months before, the issuance of each building's certificate of occupancy. The assessment shall be set to provide the amount of funding required to implement an Annual TMP Work Plan as determined by the TMP Association. The TMP Association shall operate using fiscal years running from July 1 to June 30 of the succeeding year. The TMP assessments shall be set by the TMP Association based upon the funding requirements of the TMP Work Plan.
 - 1) The maximum annual assessments shall not exceed the following (as adjusted annually by the CPI-U-Transportation for the Washington area):
 - a) For office development, the maximum annual assessment shall increase as the amount of development increases. At each threshold, the increased maximum assessment amount shall be applicable to all commercial (except hotel) development within the PDSP for which a Certificate of Occupancy has been issued:
 - i) For up to 500,000 square feet of GFA within the Arlington PDSP, the assessment shall be \$0.200 per square foot of GFA
 - ii) For the next 500,000 square feet, \$0.225 per square foot of GFA
 - iii) For the next 500,000 square feet, \$0.250 per square foot of GFA
 - iv) For the next 500,000 square feet, \$0.275 per square foot of GFA
 - v) For the last 880,000 square feet, \$0.300 per square foot of GFA
 - b) For residential development: \$60 per dwelling unit
 - c) For hotel development: \$60 per hotel room, plus \$60 per additional parking space related to function facilities pursuant to paragraph 8 (b).

- 2) The TMP Association may request other one-time contributions from its members and other entities.
- 3) The TMP Association may request annual funding from the special district established pursuant to Paragraph 29 of these Conditions if such district supports transit promotions. This contribution shall be limited to no more than 20% of the total annual contributions of the TMP Association.
- 4) Any funding received by the TMP Association and not encumbered within the applicable fiscal year, upon completion of an annual close-out audit, may be carried forward to a succeeding fiscal year for programming in the Annual TMP Work Plan.

Services and Program Elements

- (d) The developer agrees that the TMP shall consist of a number of strategies and tactics intended to contribute individually and in combination to achieving identified objectives which may include, but not be limited to, the following elements and services which shall be implemented by the TMP Association to the extent of available funding:
 - i) Such staff and contractors as are necessary to coordinate and manage the TMP program.
 - li) Promotion and marketing efforts implemented and coordinated by the TMP Association staff:
 - 1) Provision of information on a regular basis to each tenant's employees and to residents, visitors, retail customers and hotel guests regarding available transportation alternatives.
 - 2) Provision of access to services such as car and vanpool ride matching, guaranteed ride home program, telework options, variable work hour programs, bicycling, transit and HOV facilities.
 - 3) Coordination of marketing of the local transit systems as part of an information dissemination program.
 - 4) Promotion of the creation of Employer Transportation Benefit Programs among tenants or other occupants of property within the PDSP and utilization of the MetroChek Match Incentive Program as an incentive tool.
 - 5) Provision of a SmarTrip electronic fare card to all residents, guests and employees of tenants to encourage use of transit services and to facilitate distribution of employer transit benefits to qualified users.
 - iii) Market Research, Reports and Planning including:
 - 1) Surveys, parking garage and cordon counts and other marketing research to determine the performance of TMP elements.
 - 2) Submission of quarterly reports to the County regarding TMP Association activities
 - 3) Development of an Annual "State of the Commute" Status Report to the County assessing the mode split, parking ratios, average vehicle occupancy, daily person and vehicle trips to and from the development.
 - 4) Development, in conjunction with the County Manager or his designee prior to April 1 of each year, of an Annual TMP Work Plan including program performance standards and objectives.
 - Development, in conjunction with the County Manager, or his designee, of an Area Parking Plan (APP) to optimize the function and use of parking in the area to make access to the development. The PMP is intended to provide: 1) a summary of parking assets public and private, surface and structured; 2) document parking policies and coordinated strategies for meeting area parking demand; and, 3) through periodic updates, provide for evaluation and resolution of parking-related issues that arise and require multiple-party participation to resolve.

- iv) Development, in conjunction with the County, of a local transit service plan to identify and provide for facilities, equipment and services necessary to supply high quality local transit services to provide access to the development prior to implementation of higher capacity services operating on the dedicated transitway and pursuant to paragraph 29 of these Conditions. Such local transit service will include:
 - 1) Local Arlington Transit service from the Crystal City Metro Station extended to the site with service Improved to 5 minute rush period frequencies
 - 2) Contributions to the ART service as a Transit Funding Partner according to the subsidy allocation formula as amended from time-to-time by the Arlington County Board.
 - 3) Special bus services to meet unique programmatic needs of the development (i.e. Lunch shuttles, local charters, group tours, airport connections).

v) Fare incentive programs including:

- 1) Contribution to the Metrocheck Match Employer Incentive Program to create subsidy programs for employees of tenants;
- 2) Residential and hotel employee fare incentive programs;
- 3) Residential and hotel guest group purchase discounts for transit fare media;
- 4) Special fare promotions to encourage use of specific transit services, car and van pools and commuter bus services:
- 5) A program of incentives to those who bike, walk and use other renewable resource modes for commuting.
- vi) Intelligent transportation systems to be integrated into the transportation infrastructure of the development such as:
 - 1) Traffic reporting capabilities to the regional reporting services
 - 2) Use of websites for information dissemination
 - 3) Parking and traffic management information systems.
- vii) Contributions to the Commuter Assistance Program for on-site and off-site services providing:
 - 1) Arlington Transportation Partners Coordination and services
 - 2) Operation of a "Commuter Hut" transit store on-site
 - 3) CommuterPage.com website development and maintenance
 - 4) Preparation of marketing materials and transit service information
 - Participation in County and region-wide initiatives.
- viii) Any other on-going programs, costs, and physical improvements not otherwise provided for in this PDSP condition that are required in connection with the Potomac Yard TMP for the South Tract to fulfill Transportation Demand Management and Transportation System Management objectives as defined by the Annual TMP Work Plan including, but not limited to:
 - Compensation to Arlington County for services.
 - 2) Space rent and operating expenses and staffing costs associated with the transit store.
 - 3) Space rent and operating expenses and staffing costs associated with offices and storage space for TMP staff and programs.

TMP Performance

- (e) Implementation of the TMP elements shall be the responsibility of the TMP Association, and such implementation will be evaluated on an annual basis by the County Manager, or his designee, based on information derived from the surveys, traffic counts, research, quarterly reports, Annual "State of the Commute" Report, during the process of developing an Annual TMP Work Plan as outlined in paragraph 28(d)(iii)pursuant to the following:
 - (i) TMP performance standards and objectives will be identified in conjunction with the County for each element of the TMP by which to measure its performance and cost effectiveness, and revised as necessary to achieve the desired transportation system performance outlined in the developer's proposed transportation plan, which was based on a parking supply of approximately 5,900 spaces, achieving an office, hotel and residential average vehicle occupancy of 1.4 and a transit-bike-walk mode share of 40%.

- (ii) The developer agrees to develop methodologies for approval by the County to monitor the performance of each element of the TMP prior to April 1 of the year immediately after the Certificate of Occupancy is granted.
- (iii) In the event that: 1) the TMP elements are not implemented to the satisfaction of the County Manager; 2) the County Manager has notified the TMP Association of the specific reasons for such dissatisfaction and the TMP Association has failed to take reasonable corrective actions addressing the reasons stated by the County Manager for two consecutive annual reporting periods; then, at the discretion of the County Manager, the TMP Association may be directed to develop and implement alternative program elements or the Arlington County Commuter Assistance Program shall assume management of the TMP programs under the terms of this PDSP condition.
- (iii) The developer shall submit an updated Transportation Management Program report with the filing of each Final Site Plan. This report will describe the status of the development in meeting vehicle occupancy and mode share goals, discuss area traffic conditions, analyze the expected impacts of the additional development covered by the Final Site Plan, and describe any additional TDM or TSM actions that might be needed.
- 29. The developer agrees to cooperate with the County and other property owners in the Crystal City/Route 1 corridor to establish a special district, or an other district or area having a comparable purpose, to assist in the financing of a transit system in the Crystal City/Route 1 corridor.
- 30. The developer agrees to undertake no activities (except for those reasonably required for maintenance or as otherwise approved by the County Manager or his designee) in the area within the Phased Development Site Plan designated, and agreed to by the developer, that would preclude construction of a WMATA Rail Station.
- 31. The developer agrees to contribute, in two equal payments, \$200,000 in total for a Neighborhood Traffic Calming (NTC) program and to address problems with arterials (for example, South 23rd Street and Arlington Ridge Road) in Arlington Ridge and Aurora Highlands. The developer agrees to make the initial \$100,000 payment to the County prior to approval of the first Final Site Plan and the final \$100,000 payment to be made to the County at such time as the South Glebe Road intersection improvements are constructed in accordance with Condition # 21(a). The funds shall be used by the County for measures described in the County Board's Neighborhood Traffic Calming Program, Process, Criteria and Measures.

Miscellaneous

- Following the approval of the Phased Development Site Plan by the County Board, and in the advance of any Final Site Plan, but in no event later than 180 days following approval of the PDSP by the County Board, the developer agrees to submit to the Zoning Administrator three (3) copies of a revised Phased Development Site Plan incorporating all aspects of the approved Phased Development Site Plan and revised Urban Design Guidelines.
- The developer agrees to notify the Zoning Administrator immediately following the sale of any portion of the site as to: (a) square feet of property sold; (b) location and RPC numbers of property sold; (c) use and density committed by the sale; and (d) the name of the person representing the new owner of the property.
- 34. The conditions assigned to Final Site Plan approvals may include, but shall not be limited to, the conditions of the Phased Development Site Plan approval.
- 35. The applicant shall submit a final plat certifying the site area of each parcel, including street rights of way, at the time of the submittal of each Final Site Plan.
- 36. The developer agrees to comply with Administrative Regulation 4.1 for the submission of all Final Site Plan applications. No building permit shall be issued until a Final Site Plan has been approved by the County Board and all conditions to such approval, required to have been satisfied at the time of such issuance, have been met.

- 37. The developer agrees that all portions of any land may not yet developed, or under construction, shall be fenced, kept free from debris and over seeded with a drought tolerant native wildflower/native warm season grass mix unless otherwise improved as provided in these conditions.
- 38. This PDSP approval includes the continuous right to continue railroad uses on the relocated track area, identified as the rail corridor on the Deed of Easement dated May 22, 1998 and recorded on December 22, 1998 among the land records of Arlington County, Virginia at DB 2948, p. 1712, on the surface, sub-surface and above surface. Such right includes all existing as well as all needed future uses, future facilities, services, etc., including but not limited to the following: the right to operate engines and trains of all types; the right to receive, assemble switch, inspect, classify, dispatch and repair inbound and outbound passenger and freight trains; the right to maintain, repair, improve, alter, drain, etc., the tracks and the land area related thereto; the right to install, repair, improve, alter, remove and relocate whether above surface, surface or sub-surface, catenary systems, electric lines, poles of various kinds, communication facilities, signals, wires, tubes, conduits, micro wave installations, etc.; any and all other rights necessary or needed to permit full, complete uninterrupted unrestricted operation of freight and passenger trains in the said area. Such right does not permit car barns, garages or shops in the area.

(This condition is intended to authorize, by a modification of use regulations under Sec. 36.H.5.a, those uses described above not permitted by Sec. 23 A. A. B., if any.)

- 39. This Phased Development Site Plan expires 10 years after the date of County Board approval if the first Final Site Plan has not been vested. Extension of this approval shall be at the sole discretion of the County Board.
- 40. In the event of a conflict, the PDSP Conditions supercede the Potomac Yard Design Guidelines, including amendments thereto, that may be adopted by the County Board.

Additional Conditions

- 41. The developer agrees to develop a Public Art Concept Plan for the PDSP which shall be approved by the County Manager or his designee prior to approval of the first Final Site Plan for any buildings located in Land Bays B through F. The developer agrees to retain a professional art consultant to develop the Public Art Concept Plan. At the time of approval of each Final Site Plan in Land Bays B through F, the developer agrees to make a contribution toward public art. The form and/or amount of any such contribution, shall be determined consistent with the Public Art Concept Plan. In Land Bay A, the contribution toward public art, and the form of any such contribution, shall be determined at the time of approval of each Final Site Plan.
- 42. The developer agrees to contribute the local share of construction costs, up to \$80,000, for a bike trail connection from the Four Mile Run Trail to its development on the Potomac Avenue elevation. The local share is that which is necessary to match any local, state or federal grant or in the case of failure to obtain any such grant, the cost of Arlington County's share of construction cost for said bike trail, up to \$80,000. If at the end of a five year period the Arlington County Manager has not approved the design and location of the bike trail as recommended by staff, developer or any inter-jurisdictional planning body established to determine the design of the park area, the developer or its successors will be relieved of their obligation to contribute up to \$80,000 for construction costs and instead place \$60,000 into an escrow account to be used for the sole purpose of the planning, design and construction of a bike trail connection by Arlington County.
- 43. The developer agrees to construct a minimum of three (3) east-west streets, in addition to South Glebe Road, within the PDSP connecting Potomac Avenue with Crystal Drive between 27th Street and South Glebe Road. The distance between these streets shall create block faces with a maximum width of 500 feet, except for the block face resulting in Land Bay C, which shall have a maximum width of 600 feet.
- 44. The developer agrees to design and construct crosswalks within the PDSP at all major intersections and at additional locations to be determined at the time of final site plans. The design of the crosswalks shall be consistent with the standards contained in the Urban Design Guidelines and as determined at the time of final site plan approval.

- 45. The applicant agrees to rent to the County or to Arlington Public Schools, at the County's option, up to 15,000 square feet of the 90,000 square feet of Potential Retail Space that is not Retail Space pursuant to Condition #4.B.(a), at a 25% discount, for use as space for one or more alternative high school programs; provided that the County exercise this option no later than 12 months after the earlier of these two events:
 - a. Issuance of the final certificate of occupancy for the building that brings the level of constructed baseretail space to 40,000 s.f., or
 - b. Notice by the developer that 40,000 s.f. of base-retail space will be constructed and available within 12 months.
- In the event that the developer, in accordance with condition 3, delays transfer to the County of those 46. property rights on the North Tract prescribed by this PDSP ("property rights"), the developer agrees that the County may, at or after the time of the filing of the first final site plan on the South Tract (including Land Bays A and B) and solely at the County's option, execute a lease for the areas to be leased in the North Tract as specified by the County. Such lease may be requested by the County by giving ninety (90) days written notice to the developer. The developer agrees that the property shall be leased without tenants, unless otherwise approved in writing by the County Manager. Such lease shall be at a rent of one dollar (\$1.00) annually. The developer also agrees that the County may make any improvements on the aforementioned areas, provided that these Improvements are consistent with the requirements in the Virginia Department of Environmental Quality (VDEQ) letter of October 10, 2000, as may amended from time to time, and with the avigationeasement restrictions contained in the agreement between Commonwealth Atlantic Properties and the Metropolitan Washington Airports Authority, dated February 3, 2000, The lease provided for in this condition shall terminate either (a) one hundred eighty (180) days after written notice to the County which may be given at any time following an adverse (to developer), unappealable final resolution of any lawsuit delaying transfer of the North Tract to the county, or (b) upon the transfer of the North Tract to the County as is set forth in Condition 3.
- In completing the Voluntary Remediation Program (VRP) for the Davis site, the developer agrees to use its best efforts to accomplish the capping of the Davis site according to specifications approved by the County Manager or his designee, so long as those specifications are consistent with the requirements outlined in the Virginia Department of Environmental Quality (VDEQ) letter of October 10, 2000 as such letter may be amendment and any requirements imposed as a result of the October 22, 1993 Settlement Agreement and the lawsuit related to the North Tract. The developer agrees to design and install or cause to be designed and installed the required asphalt, soil, or concrete cap diligently and to expedite the work consistent with the required approvals. Within the constraints of that VDEQ letter, the developer shall also include in its design and construction of the cap the County's specifications for related improvements ("related improvements") to that cap (including, but not limited to, pavement striping, stormwater drainage facilities, electrical conduit, and light poles), provided that the County pays the full cost for the related improvements and that the County submits the specification for such improvements within six months of the developer's request therefor or within such time as may be necessary to implement VDEQ's requirements.

The developer agrees to use its best efforts to see that the cap is maintained according to the agreement among the parties settling the environmental litigation over the Davis site (October 22, 1993 Settlement Agreement), in perpetuity, provided that the County pays the full cost of maintenance of the related improvements and that share of the maintenance cost for the cap itself which, according to professional engineering standards, are due specifically to the County's use of the capped area and which would not otherwise be necessary or required.

Should the County so request at any later time, the developer or its successors shall design and construct or cause to be designed and constructed (according to County specifications) additional related improvements in the capped area, provided that these are consistent with the aforementioned VDEQ requirements, as may be amended from time to time, and the October 22, 1993 Settlement Agreement, and provided that the County pays fully for their design and construction.