

RESOLUTION TO ESTABLISH A NEW EXTENDED CAMPUS SITE IN ARLINGTON

Documents included:

1. Resolution to Establish a New Extended Campus Site in Arlington
2. Supporting Documentation-SCHEV Proposal

RESOLUTION TO ESTABLISH A NEW EXTENDED CAMPUS SITE IN ARLINGTON

WHEREAS, Virginia Tech has campus locations throughout the Commonwealth and internationally; and

WHEREAS, in 2011 the Virginia Tech Foundation opened the Virginia Tech Research Center at 900 North Glebe Road in Arlington to further the university's research mission; and

WHEREAS, the National Capital Region annual seminar series in Science, Technology, and Political Leadership has been offered in the Executive Briefing Center since 2012; and

WHEREAS, master's degree programs aimed at executives pursuing graduate education on the weekends (Master's in Business Administration, Master's in Natural Resources) originally initiated at the Falls Church building, have migrated to the Virginia Tech Research Center in Arlington's Executive Briefing Center as tenants because it is a more suitable location for these specialized degree programs; and

WHEREAS, the university intends to offer the PhD in Executive Business Research in the National Capital Region, where the Executive Briefing Center would be the most appropriate venue, and the university may plan to relocate or expand additional graduate programs in the region; and

WHEREAS, an additional instructional site located in the National Capital Region can improve access to instructional programs for students in northern Virginia and surrounding areas; and

WHEREAS, adding an instructional mission to the Virginia Tech Research Center in Arlington will provide an opportunity for Virginia Tech to consolidate programs now distributed across the northern Virginia region; and

WHEREAS, the Virginia Tech Research Center in Arlington may also serve as a future venue for the coordination of undergraduate experiential learning activities, including internships in the National Capital Region;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Visitors approves the establishment of a new Virginia Tech extended campus site in Arlington at the Virginia Tech Research Center building.

RECOMMENDATION:

That the resolution to establish a new Virginia Tech extended campus site in Arlington be approved.

November 7, 2016

**STATE COUNCIL OF HIGHER EDUCATION FOR VIRGINIA
PROPOSAL FOR ORGANIZATIONAL CHANGE COVER SHEET**

Part I: General Information

1. Institution:

2. Nature of Proposed Change (i.e., to establish, reorganize, or terminate/close an institutional unit). Please summarize the change here and attach a detailed description of the change on a separate page, as well as copies of the institution's current and resultant organizational charts.

3. Purpose of Proposed Change. Please summarize the reason(s) for the change here and attach a detailed description of the purpose for the change on a separate page.

4. Type of Proposed Change (check one).

SIMPLE

If simple, please explain how the change fits with the institution's mission, curriculum, and funding on a separate page.

COMPLEX

If complex, please complete and submit Part II and Part III of this form.

5. Does this proposed change involve the establishment of an off-campus instructional site?

NO

YES

If yes, does the proposal fit the criteria for a partially-exempt, non-exempt site, or fully-exempt?

PARTIALLY-EXEMPT

NON-EXEMPT

FULLY-EXEMPT

If partially-exempt, please attach documentation to support this status.

If non-exempt, please complete and submit Part II and Part III of this form.

If fully-exempt, please attach documentation to support this status.

6. Date of Approval by Board of Visitors.

Check box if BOV approval is not needed.

7. Proposed Effective-Date of Organizational Change.

Signed: _____

Date: _____

Title: _____

Phone: _____

**Virginia Polytechnic Institute and State University
Intent to Establish a New Instructional Site in Arlington**

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Virginia Polytechnic Institute and State University Intent to Establish a New Instructional Site in Arlington

Institution

Virginia Tech

Nature of Proposed Change

Virginia Tech proposes to establish an extended campus site in Arlington at the Virginia Tech Research Center at 900 North Glebe Road.

Background

Virginia Tech has had facilities, faculty, graduate degrees, and research in the National Capital Region since 1969 when a graduate center was established in Reston. After outgrowing the Reston facility, Virginia Tech joined with University of Virginia to share facilities at the Dulles International Airport Gateway 1 building (1973 to 1981) and then at Telestar Court in Falls Church (1981 to 1997). The Northern Virginia Center in Falls Church was dedicated in 1997, again as a shared facility with University of Virginia.

Purpose of Proposed Change

To expand instructional space in the National Capital Region.

Rationale

The university wishes to relocate and consolidate selected programs currently being offered at multiple locations in Alexandria and secure space to facilitate undergraduate experiential learning programs such as internships in the national capital region for the future. The Virginia Tech Research Center in Arlington is already constructed and has spaces suitable to graduate and executive instructional programs and experiential learning coordination for undergraduate students. Hence, adding it as an extended campus site is cost effective.

Concordance with the University's Mission, Curriculum, and Funding

Mission

Virginia Tech in the National Capital Region is dedicated to the university's three missions – learning, discovery, and engagement. Establishing a new instructional site in the Virginia Tech Research Center building sustains all three missions, as instruction is closely aligned with discovery and engagement.

Curriculum

The first program to be offered at the new extended campus site is the Executive Business Research option of the PhD in Business. Degree programs planned for future development, such as the Master's in Nonprofit and Nongovernmental Organizational Management, may also be located in the Virginia Tech Research Center building. Activities of other executive programs may be consolidated in the center and the School of Public and International Affairs graduate programs will be relocated from Alexandria to Arlington to leverage closer integration of existing research activities and the public and international affairs faculty and graduate students.

Funding

Instructional programs will be funded with existing operating funds and revenue generated from tuition and mandatory educational and general fees generated by the course offerings. Executive programs established in the national capital region fully cover their direct and indirect costs, including the cost of instructional space. No additional resources will be requested from the General Assembly for this organizational change.

Merger or Reorganization

The proposed change does not involve a merger or reorganization.

New Academic Unit

The proposed change does not involve formation of a new academic unit.

Description of Space

The Virginia Tech Research Center Arlington, at 900 North Glebe Road, Arlington, is a highly visible state-of-the-art facility originally designed to further the university's mission to expand its research portfolio in the National Capital Region. The region offers extensive opportunities for partnerships with corporate research entities and close proximity to government agencies and other public and private-sector organizations. The building is located in the vibrant Ballston district of Arlington, a short distance from many of the leading science and research agencies of the federal government and many high-technology companies.

The seven-floor, 144,000-square-foot Virginia Tech Research Center is U.S. Green Council LEED gold for its core and shell and LEED silver for interiors. The exterior of the building, designed by Cooper Carry, features first floor amenities which include retail, exhibits, an outdoor terrace restaurant, and abundant green space. The interior, designed by Gensler, includes computational laboratories, offices, and an Executive Briefing Center (EBC) to accommodate meetings, forums, symposia, and other events. In addition to its use for University functions, the EBC serves as a venue for external events by clients not specifically related to the University. Virginia Tech occupies floors two through five, and the Virginia Tech Research Corporation occupies the seventh. The sixth floor is expected to accommodate Virginia Tech expansion and is currently leased to an external tenant.

The building is among the best connected research facilities in the world, incorporating next-generation Internet with direct fiber access to Internet 2 and multiple federal networks. High-performance connectivity links this research center to Virginia Tech's main campus in Blacksburg, as well as to other major universities. The network provides access to international peering points in New York, Chicago, Seattle, Los Angeles, and Florida, and the building includes a secure data center for high performance computing (HPC)-based research.

A number of established Virginia Tech research facilities are located in this facility, including programs from four colleges, five institutes, and several college-level laboratories. The 2nd floor spaces in the Executive Briefing Center have been rented previously to two executive programs for specialized instruction on weekends. As shown in the photos in Attachment C, these meeting rooms are suitable for graduate seminars.

The Virginia Tech Research Center is owned by the Virginia Tech Foundation and the portion of the building occupied by Virginia Tech is leased back to the university for research and outreach activities. This lease is a full service lease. See Attachment A.

Facility Floor Plans and Photos

Floor plans for the Virginia Tech spaces (Attachment B) on floors two through five show the layout of the meeting rooms, offices, labs, workstations, and supporting spaces. One-quarter of the second floor houses the University's central administration for the National Capital Region, and the rest of the space, about 15,000 sf, is devoted to the Executive Briefing Center, including three larger meeting rooms, and five smaller break-out conference rooms that seat 6 to 15 people. The largest of these rooms can be divided by an air wall and seating is flexible, with the room accommodating up to 80 in theater format. The other second-floor rooms have fixed seating for 42 and 19 respectively in an executive classroom format. The second floor is the only floor directly accessible to the public and serves as the main reception point for the University in the building.

The upper floors, three through five, include 97 offices, 14 dry laboratories (for computational research), 119 workstations, and 11 conference rooms. As noted, there is also a data center, a shared space for meals, and several collaboration spaces located at points of convergence or in more secluded alcoves.

See Attachment B for the floor plans and Attachment C for photos.

Attachment A. Lease

Lease Number 208-L0478

DEED OF LEASE

This Deed of Lease (the "Lease") is dated the 1st day of April 2011, between, **Virginia Tech Research Institute, LLC**, a Virginia limited liability company as Grantor (the "Landlord"), and **Virginia Polytechnic Institute and State University**, a state agency of the Commonwealth of Virginia, as Grantee (the "Tenant").

WITNESSETH

1. PREMISES:

For and in consideration of the terms, conditions, covenants, promises and agreements herein made, the Landlord leases to the Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the City of Arlington, Virginia. The Premises are more particularly described as:

Approximately 83,517 (76,787 usable) square feet of office space in a building containing a total of approximately 137,867 gross square feet of space located at 900 North Glebe Road, Arlington, Virginia, 22203 further described as floors 2-5 of the building.

A sketch of the floor plan of the Premises is attached hereto as Exhibit A-1, A-2, A-3, and A-4.

2. USE OF PREMISES:

The Premises are to be used and occupied by the Tenant for office and research use or for such purpose or purposes as the Tenant may now or hereafter be empowered or authorized by law to use same.

3. TERM:

- a. The initial term of this Lease (the "Initial Term") shall be ten (10) years and four (4) days, beginning on May 28, 2011 (the "Commencement Date") and terminating on May 31, 2021 (the "Termination Date").
- b. The Landlord warrants that the Landlord alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by the Landlord constitutes a warrant. If the Landlord does not have this right, then the Tenant, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

Lease Number 208-L0478**4. RENT:**

The Tenant shall pay the Landlord Base Rent (the "Base Rent") for the Initial Term which shall be paid in advance, in monthly installments as shown in the table below, at the beginning of each month. Base Rent is due and payable beginning on May 28, 2011, and each month thereafter on the first of the month for the Initial Term, including any renewal or extension thereof.

TERM	MONTHLY BASE RENT	ANNUAL BASE RENT
05/28/2011 – 05/31/2011		\$41,758.50 – prorated
06/01/2011 – 05/31/2012	\$323,628.38	\$3,883,540.56 + Additional Rent
06/01/2012 – 05/31/2013	\$333,337.23	\$4,000,046.76 + Additional Rent
06/01/2013 – 05/31/2014	\$343,337.35	\$4,120,048.20 + Additional Rent
06/01/2014 – 05/31/2015	\$353,637.47	\$4,243,649.64 + Additional Rent
06/01/2015 – 05/31/2016	\$364,246.59	\$4,370,959.08 + Additional Rent
06/01/2016 – 05/31/2017	TBD	Base Rent + Addition Rent
06/01/2017 – 05/31/2018	TBD	Base Rent + Addition Rent
06/01/2018 – 05/31/2019	TBD	Base Rent + Addition Rent
06/01/2019 – 05/31/2020	TBD	Base Rent + Addition Rent
06/01/2020 – 05/31/2021	TBD	Base Rent + Addition Rent

SEE ATTACHMENT NO. 1 – SECTION 1

Additional Rent is defined in the Attachment No, 1.

The payment of all Rent shall be made payable to the Landlord and mailed to:

Virginia Tech Real Estate Foundation, Inc.
P.O. Box 957649
St. Louis, MO 63195-7649

or to such other person or entity or at such other address as the Landlord may designate from time to time by written notice to the Tenant.

5. POSSESSION AND CONDITION OF PREMISES:

- a. The Landlord shall deliver quiet possession of the Premises to the Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to the Tenant during the Initial Term, and any renewals or extensions thereof.
- b. On the Commencement Date, the Landlord shall deliver the Premises to the Tenant in good repair and in a condition suitable to the use for which it is leased.

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- c. The Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, only in the case of an emergency. If the Landlord, or the Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, the Landlord, or the Landlord's agent, shall contact Campus Planning, Space and Real Estate (Telephone #540-231-8439).
- d. The Landlord covenants that (i) the Premises and the building of which the Premises (the "Building") forms a part have been inspected by an Asbestos Inspector licensed by the Virginia Department of Professional and Occupational Regulation and the Building and the Premises are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by the Landlord, at the Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Tenant, the cost of the removal thereof shall be the Tenants expense.

6. MAINTENANCE:

- a. The Landlord warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order.
- b. The Landlord shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at the Landlord's expense, as shall be necessary at any time during the Initial Term of this Lease, or any extension or renewal thereof, to comply with the provisions of Federal, State and local laws and regulations pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, radon, petroleum product storage tanks, and freon, regardless of the effective date of law or regulation unless the Premises are grandfathered from such laws or regulations. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of the Tenant or its employees and the Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act.
- c. It shall be the sole responsibility and obligation of the Landlord, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and all equipment and non-trade fixtures in good working order and to perform any required repairs, replacement and maintenance, and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or

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serving the Premises in good repair, condition and working order. All equipment and systems shall be maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass.

- d. All other necessary or required maintenance, repairs and replacements to the Premises and common areas shall be the sole responsibility and expense of the Landlord. The Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.
- e. The Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of the Tenant, or its agents, employees, or contractors.
- f. If the Landlord fails to keep, repair and maintain the Premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order as provided in this Section, then the Tenant, at its option, may either immediately terminate this Lease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at the Landlord's expense. The Tenant may deduct the cost thus incurred in fulfilling the Landlord's obligations under this Lease from future Rent payments and/or may collect the cost from the Landlord in any manner provided by law. Furthermore, the Tenant shall be entitled to deduct from the rent, or any installment thereof, the per diem rental for each day that the Premises are rendered unsuitable for use as a result of the breakdown or malfunction of any equipment which the Landlord has herein agreed to keep, repair, and maintain; provided, however, that this deduction from the Rent shall not commence until the first day after the Landlord has been given notice (which may be oral) of the breakdown or malfunction. No notice of termination shall be given under this Section if the Landlord has physically commenced such repairs or is causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner.
- g. When and as snow and/or ice removal become necessary, the Landlord shall promptly remove all snow and ice from all walkways, loading areas, common areas, and parking areas.

SEE ATTACHMENT NO. 1 – SECTION 2

7. DAMAGE OR DESTRUCTION OF THE PREMISES:

- a. If the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of the Tenant, the Premises are thereby rendered untenable or unusable for the Tenant's purposes, this Lease shall immediately terminate, at the option of the Tenant, upon written notice to the Landlord.

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- b. If the Premises are damaged by fire or otherwise, but in the reasonable opinion of the Tenant is not rendered totally untenable and unusable, upon being notified to do so by the Tenant or its duly authorized agent, the Landlord shall repair and restore the Premises as promptly as possible to their former condition, in which event there shall be a proportionate abatement of all Rent and other payments otherwise due to the Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by the Tenant during such period. If the Landlord fails to make all repairs, replacement, restoration, or renovation as required in this subsection, or as otherwise required in this Lease where no other remedy is expressly provided, within a reasonable time after written notice to the Landlord, then the Tenant may choose either option (i) or (ii) below:
- i. The Tenant may undertake with its own resources to repair, replace, restore or renovate the Premises and may deduct the reasonable costs of the repairs, replacement, restoration, and renovation from the Rent or other payments otherwise due to the Landlord under the terms of this Lease, or any renewal or extension thereof, or the Tenant may collect all such costs from the Landlord in any manner provided by law, if the Landlord has not paid for such repairs within 30 days after receipt of billing therefor from the Tenant; or
 - ii. The Tenant may terminate this Lease by giving fifteen (15) business days written notice to the Landlord. No notice of termination shall be given by the Tenant under this subsection if the Landlord, or its agents, has physically commenced repairs, replacement, restoration or renovation, and the work is being diligently and continuously pursued to completion in a professional and workmanlike manner.

8. ALTERATIONS BY THE TENANT:

The Tenant, at its sole cost and expense, may make alterations and additions to the Premises as the Tenant deems proper. The Tenant, however, shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Landlord, unless made pursuant to Section 7(b)(i). The Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as the Tenant may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by the Tenant shall remain in the Tenant. Upon termination of this Lease, the Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by the Tenant at its expense. If the Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal.

SEE ATTACHMENT NO. 1 – SECTION 3

Lease Number 208-L0478**9. UTILITIES AND SERVICES; INSURANCE; TAXES:**

- a. The Landlord shall provide, at the Landlord's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial, and interior trash removal to the Premises. If the Landlord or Landlord's agent interrupts, discontinues or causes the interruption or discontinuation of any of these utilities or services, then the Tenant, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to the Landlord under the terms of this Lease or any renewal or extension thereof, either (i) the per diem rental for each day that the Premises are rendered unsuitable for use due to the Landlord's failure to provide such utility or service, or (ii) the actual cost to provide the utility or service if not provided by the Landlord.
- b. The Landlord shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Premises.
- c. The Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, the Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities.

SEE ATTACHMENT NO. 1 – SECTION 4

10. CONDITION OF COMMON AREAS:

The Landlord, at the Landlord's sole expense, shall maintain in a good, clean and safe condition, all common areas and common facilities, including all hallways, walkways, parking areas, and all related exterior lighting, to be used by the Tenant in common with other tenants. If the Landlord fails to maintain such areas or facilities in a good, clean and safe condition, or to make all repairs and/or improvements within a reasonable time after written notice, then the Tenant may terminate this Lease or proceed to make repairs or improvements, pursuant to the provisions of Section 6(f).

SEE ATTACHMENT NO. 1 – SECTION 5

11. ACCESSIBILITY BY PERSONS WITH DISABILITIES:

- a. In addition to any other requirements or covenants in this Lease, and at all times during the Initial Term and during any renewals or extensions thereof, the Landlord covenants that, as to the Premises, it has fully complied, or will comply, with (i) the facilities accessibility laws,

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regulations and standards required by the "Americans With Disabilities Act of 1990" (the "ADA"), including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended, and (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above, to the fullest extent required by law, as if the Premises were newly constructed. To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, VUSBC shall control. The Landlord further covenants that the Premises, as well as parking lots, entrances, common areas, restrooms and passageways, will be so maintained as to cause the Tenant to be and remain in compliance with said ADA and all regulations promulgated thereunder applicable to handicapped accessibility, as the same are applicable to the Tenant as a "public entity" and as the same would be applicable to the Tenant if a private entity operating a place of public accommodation (except as noted below with respect to trade fixtures). The Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and other facilities areas, including common areas and parking facilities, that shall be undertaken by the Landlord, to the extent the same could otherwise affect the accessibility/usability of the Premises by the disabled, shall be undertaken in such a manner that, to the maximum extent feasible, the path of travel to the altered area or facilities or to the restrooms, telephones, and drinking fountains serving the altered area, are readily accessible to and usable by individuals with disabilities and that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided. Should the Tenant discover that an element of the Premises, or the construction or design of the Premises, as well as the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA, the Tenant shall promptly notify the Landlord (or the Landlord's Agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance. Should the Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance which the Tenant deems acceptable, or, alternatively, fail to convince the Tenant that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the Rent or other sums then otherwise due the Landlord under the terms of this Lease or any renewal or extension thereof, or may terminate this Lease by giving three (3) months written notice to the Landlord.

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- b. Without in any way limiting the foregoing requirements, the Tenant has identified below certain minimum design considerations and general handicapped accessibility requirements which are applicable to the Premises and related facilities, unless marked "Not Applicable";
- i. If public or private parking is provided, at least one accessible parking space, properly designated for handicapped parking, shall be provided as close as possible to an accessible route to the primary Building entrance.
 - ii. Walks used as accessible routes to the Premises shall comply with applicable accessibility standards.
 - iii. An accessible primary entrance into the Building shall be at grade or ramped to grade in accordance with applicable accessibility standards.
 - iv. At least one route (consisting of walkways, corridors, doors and common areas), from the location of accessible parking spaces into the Premises, shall be accessible.
 - v. If support areas within the Building (e.g. lunch rooms, meeting rooms, etc.) are used by the Tenant, its employees or the public, such areas shall be accessible.
 - vi. If the Tenant occupies floors other than the main floor, at least one accessible elevator shall be provided.
 - vii. An accessible unisex restroom shall be provided, or, in the alternative, separate male and female accessible restrooms; and, in either case, with accessible equipment.
 - viii. All corridors, doors and spaces within the Premises and used by the public or employees of Tenant shall be accessible.
 - ix. Where appropriate, directional signs complying with the standards shall be provided directing handicapped persons to an accessible route or entrance to the Premises.
- c. The foregoing provisions of this Section, as applied to the Landlord, shall not apply to trade fixtures installed by Tenant or Tenant's layout of such trade fixtures.

12. ANTENNA AND COMMUNICATIONS EQUIPMENT:

- a. The description of the demised premises will include roof space, exterior wall space and appurtenant interior space.
- b. Use of the roof space, exterior wall space and appurtenant interior space shall be subject to the following covenants and conditions:

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- i. The Tenant shall be permitted to use the demised premises for the erection, maintenance and operation of a wireless Antenna and support base.
- ii. The Tenant shall have the right to occupy and use interior space necessary for the maintenance and operation of the Antenna, Communications Equipment, and Communications Network.
- iii. The Tenant shall erect the Antenna using existing or freestanding structures where possible to minimize physical modifications to the building structure. The Tenant shall not penetrate the roof. The Tenant, at Tenant's expense, is responsible for repairing damage to the Structure caused by erection, maintenance, use or removal of the Antenna and Communications Equipment. In the event of removal of the Antenna, the structure shall be returned to its original condition, reasonable wear and tear excepted.
- iv. The Antenna and Communications Equipment are and shall remain the property of the Tenant. The Tenant may remove the Antenna or Communications Equipment at any time during the Lease. Upon termination of the Lease, at its sole discretion, the Tenant has the option to remove the Antenna, Communications Equipment, and Communications Network.
- v. The Tenant shall have a right and easement for the term of the Lease, including any renewal terms, to construct, erect, install, operate, repair and maintain, in the manner and for the purposes authorized by this Lease, aerial (overhead) and/or underground communications and electrical lines, cables, conduits and related equipment between the Antenna site and the indoor Equipment site and between both the Antenna site plus Equipment site and the nearest available and suitable access point for connection to public utility services and grounding.
- vi. The Tenant shall have a right to occupy and use such necessary chase, conduit and/or duct space within the Landlord's building for electrical wiring, telephone lines, pipes, conduit, tubes, and related communications lines and equipment as may be required by the Tenant to install and operate, and as an integral part of, its Communications Equipment and facility, but only at locations specified or approved by the Landlord.
- vii. Authorized representatives or employees of the Tenant shall have a free right of ingress and egress to and from the demised premises at reasonable times, and other times in case of emergency, for the purpose of the efficient operation and maintenance of the Equipment, Antenna and Communications Network.

SEE ATTACHMENT NO. 1 – SECTION 6

Lease Number 208-L0478**13. DISCLOSURES; NON-WAIVER; APPROPRIATIONS:**

- a. The Landlord understands and acknowledges that the Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth and the Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.
- b. The Landlord understands and acknowledges that the Tenant has not agreed to provide any indemnification or save harmless agreements running to the Landlord. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, or of the Tenant, from tort or other liability.
- c. This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose County of Montgomery, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.
- d. Notwithstanding any other provision of this Lease, if the Tenant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for the purpose and use for which same are leased, then this Lease and all responsibility or obligations of the Tenant under this Lease shall terminate. In such event, the Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the termination of this Lease and the anticipated termination date, but failure to give such notice shall not affect the termination.
- e. Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease, this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds.

14. REPORT OF OCCUPANCY:

- a. The Tenant shall, within fifteen (15) days after receipt of a written request by the Landlord, submit to the Landlord, or its designee, a written Report of Occupancy specifying: (i) the date of possession of the Premises by the Tenant and the date on which the Lease terminates, (ii) whether this Lease is in full force and effect, (iii) the annual Rent, (iv) whether there have been any modifications to the Lease, and if there have been, a description of all such modifications, and, (v) whether the Tenant has knowledge of any default hereunder on the part of the Landlord, or if it does have such knowledge, a description of any such default.

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- b. The issuance of a report requested under subsection 14(a), or any errors or omissions in such report: (i) shall not operate as an estoppel against either the Commonwealth of Virginia or the Tenant, (ii) shall not form or provide any basis for liability against the Commonwealth or the Tenant, and (iii) shall not operate as a waiver of any rights or defenses that may be available to the Commonwealth or the Tenant either at that time or in the future.

15. CONDEMNATION:

- a. The Landlord shall give immediate notice to the Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises.
- b. In the event that any portion of the Premises, or any portion of the Building, is taken by eminent domain, or sold to the holder of such power pursuant to a threatened taking, this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession. In the event of a taking, the Tenant assigns to the Landlord any rights that the Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, the Tenant's fixtures, moving expenses and allowances.

16. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT:

Upon request by the Landlord, the Tenant agrees to execute a Subordination, Attornment and Non-Disturbance Agreement that substantially conforms to Exhibit N/A, attached hereto, provided, however, that all such agreements are subject to approval by the Tenant and the Office of the Attorney General of Virginia.

SEE ATTACHMENT NO. 1 – SECTION 7

17. TERMINATION:

- a. Unless otherwise terminated as provided herein, a prior written notice of at least three (3) months shall be given by the Tenant should it desire to terminate this Lease and vacate the Premises at the end of the Initial Term, or any renewal or extension thereof. Subject to the Tenant's option to renew this Lease, if any, should the Landlord desire to terminate the Lease and take possession of the Premises at the end of the Initial Term, or any renewal or extension thereof, a prior written notice of at least three (3) months shall be given by the Landlord. Unless and until such notice is given by either party, this Lease shall automatically renew and continue in force from year to year ("renewal term") at the same Rent that was payable during the last or prior month of this Lease, or any renewal or extension thereof, and subject to all the terms, conditions and covenants herein contained. During any renewal term, the Tenant, at its option, may terminate this Lease at any time upon at least three (3) months written notice to the Landlord.

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- b. If the Tenant shall continue to occupy of the Premises after the termination date specified in a proper notice to terminate as provided in Section 17(a) (a "holdover"), such holdover shall be deemed a tenancy from month-to-month upon the same Rent and other terms and conditions as existed immediately prior to the commencement of the holdover. The Landlord shall have the right to regain possession of the Premises in any manner provided by law, exclusive of self-help remedies. Possession of the Premises by the Tenant in accordance with the provisions of Section 17(a) shall not be deemed a holdover.
- c. At the termination of this Lease, the Tenant will peaceably deliver the Premises in as good condition as when it was formally accepted, nominal damage and normal wear and tear excepted, and subject to any agreement by the Landlord to make repairs and restoration as provided elsewhere in this Lease.
- d. Once notice of termination has been properly given by either party to this Lease, the Landlord shall have the right to post a notice that the Premises are for rent and may show the Premises to any person desiring to rent the same during the business hours maintained by the Tenant for the Premises, and only at such other times as the Tenant may permit.

18. NOTICES:

- a. All notices to the Tenant required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Tenant addressed to:

Assistant VP for Campus Planning, Space and Real Estate
48 Sterrett Complex, Mail Code 0163
Blacksburg, Virginia 24061
Phone: (540) 231-8237
Fax: (540) 231-3318

- b. All notices to the Landlord required or permitted under this Lease shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, to the Landlord addressed to:

Virginia Tech Research Institute, LLC.
c/o Virginia Tech Foundation, Inc.
Attn: Senior Real Estate Manager
902 Prices Fork Road, Suite 4200
Blacksburg, VA 24061
Phone: (540) 231-2875
Fax: (540) 231-1126

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- c. Where, under the terms of this Lease, a notice is sent by certified U.S. mail, postage prepaid, return receipt requested, such notice shall be deemed to have been given as of the date of mailing such notice. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 18(a) or Section 18(b), as appropriate.
- d. Where, under the terms of this Lease, a notice is required or permitted to be sent by certified U.S. mail, postage prepaid, return receipt requested, and such notice is not sent in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

19. BINDING EFFECT; AMENDMENTS:

The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of the Landlord and the Tenant. This Lease constitutes the entire, full and complete understanding and agreement between the Landlord and the Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease.

20. DEFAULT:

- a. The termination of this Lease by the Tenant pursuant to the provisions contained herein shall not be a default hereunder.
- b. If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that the Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

21. PRESUMPTIONS:

No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to Virginia Code Section 17.1-223.

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22. ASSIGNMENT:

The Tenant may not assign this Lease, or sublet the Premises, without the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

23. HEADINGS:

The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

24. ADDITIONAL PROVISIONS:

This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Deed of Lease:

Attachments: No. 1

Exhibits: A-1, A-2, A-3 and A-4 – Floorplans

Riders: N/A

[The remainder of this page is intentionally left blank]

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IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LANDLORD: Virginia Tech Research Institute, LLC, a Virginia limited liability company

By: Virginia Tech Real Estate Foundation, Inc.

Its: Member-Manager

By: [Signature]
Raymond D. Smoot, Jr.
Secretary-Treasurer

TENANT: VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

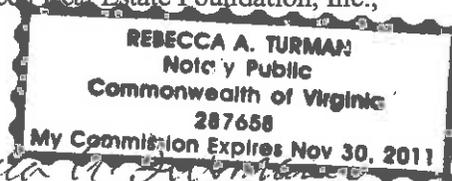
By: [Signature]
Sherwood G. Wilson, Vice President for Administrative Services

COMMONWEALTH OF VIRGINIA

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this 25th day of May, 2011 by Raymond D. Smoot, Jr., Secretary-Treasurer for the Virginia Tech Real Estate Foundation, Inc., Member-Manager for the Virginia Tech Research Institute, LLC.

My commission expires: November 30, 2011
Notary commission number: 287658



[Signature]
Notary Public

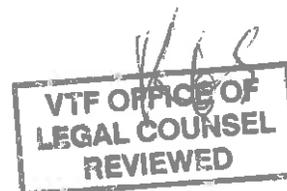
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me this 27th day of May, 2011 by Sherwood G. Wilson, Vice President for Administrative Services, Virginia Polytechnic Institute and State University, a state agency of the Commonwealth of Virginia.

My commission expires: May 31, 2012
Notary commission number: 7153568

[Signature]
Notary Public

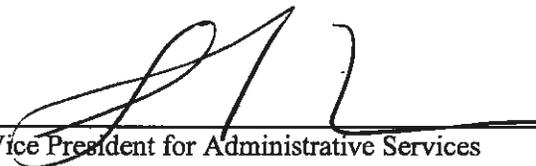


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APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


By: Special Assistant Attorney General

APPROVED:


Sherwood G. Wilson, Vice President for Administrative Services

5-27-11
Date

Lease Number 208-L0478**ATTACHMENT NO. 1**

This ATTACHMENT forms a part of that certain Lease Agreement by and between **Virginia Tech Research Institute, LLC**, a Virginia limited liability company as Grantor (the "Landlord") and **Virginia Polytechnic Institute and State University**, a state agency of the Commonwealth of Virginia as Grantee (the "Tenant"), dated the 1st day of April 2011.

The Landlord and Tenant agree to the following terms, conditions, modifications, additions and/or deletions.

1. BASE RENT:

Modify Section 4 (RENT) by adding the following language:

To ensure that this Lease continues to be a "neither make nor lose" arrangement, Landlord shall complete an analysis of proportional building expenses and revenue on or before April 30, 2012 and again by December 31, 2016, and if necessary, the Base Rent will be increased or decreased effective June 1, 2012 and/or June 1, 2017, respectively. Once adjusted, the Base Rent will increase by three percent (3%), annually, on the anniversary date of the Lease.

ADDITIONAL COSTS:

Modify the Lease to add the following language:

Apart from the construction budget for the project, the Tenant anticipates additional costs of approximately \$5,783,413 for audio/visual equipment, furniture, IT infrastructure, and tenant improvements above the existing tenant improvement allowance (the "Excess Tenant Allowance"). Landlord agrees to pay the Excess Tenant Allowance as part of the Work as described in the Work Letter and Tenant shall reimburse Landlord for such Excess Tenant Allowance as follows. Tenant shall make an initial payment to Landlord in the amount of Two Million, Eight Hundred Ninety-One, Seven Hundred Six and 50/100 Dollars (\$2,891,706.50) on or before June 30, 2011. Landlord shall amortize the balance of the Excess Tenant Allowance, not to exceed \$2,891,706.50, over three (3) years at a rate of 1.5%, and Tenant shall pay the amortized payment on a monthly basis as shown on the amortization table attached hereto as Exhibit A together with the Base Rent and Additional Rent pursuant to Section 4 of the Lease. The final payment to be determined based on remaining balance due. Tenant shall have the right to prepay any or all of these costs at any time with no penalty.

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2. MAINTENANCE:

Modify Subsection 6.b (MAINTENANCE) by deleting the last full sentence in the paragraph and inserting in lieu thereof:

This subsection shall not apply if the necessity for compliance with these laws arises from a negligent or willful act of the Tenant or its employees and the Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act.

Modify Subsection 6.e (MAINTENANCE) by deleting the sentence and inserting in lieu thereof:

The Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the negligent or willful acts of the Tenant, or its agents, employees, or contractors.

Modify Subsection 6.f (MAINTENANCE) by deleting the first full sentence in the paragraph and inserting in lieu thereof:

If the Landlord fails to keep, repair and maintain the Premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order as provided in this Section, then the Tenant, at its option, may either terminate this Lease and all obligations hereunder upon 15 days prior written notice if the repairs have not commenced, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at the Landlord's expense, after 24 hours prior written notice to Landlord, unless Landlord has commenced curing.

Insert a new Subsection 6.h as follows:

Tenant shall be solely responsible for all maintenance, repairs, and replacements to any equipment, appliances or other property Tenant owns and/or brings onto the Premises.

Insert a new Subsection 6.i as follows:

- i. Landlord shall not be responsible for the cost to maintain, repair, or replace those items designated in Section 8 of this Attachment or the Tenant furnishings (the "Excluded Items"). Any and all cost to maintain, repair or replace these Excluded Items shall be the sole responsibility of the Tenant.

Insert a new Subsection 6.j as follows:

- j. If Tenant requests assistance from the Landlord's building management company (the "Property Manager") to perform services not normally provided as part of a full-service lease, Tenant agrees to pay for such services directly to the Property Manager.

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3. ALTERATIONS BY THE TENANT:

Modify Section 8 (ALTERATIONS BY THE TENANT) by deleting and replacing with the following:

Landlord shall provide Tenant a construction allowance in the amount of Six Million, Two Hundred Twenty-Five Thousand, Three Hundred Fifty-Seven Dollars (\$6,225,357.00), which is Seventy-Four and 54/100 Dollars (\$74.54) per square foot for the gross leasable area within the Premises (the "Tenant Allowance"). Said Tenant Allowance shall be used by Landlord to build-out the Premises for Tenant pursuant to the Work Letter attached hereto as Exhibit B.

In the event Tenant desires to make any additional alterations, modifications, additions and/or improvements to the Premises, Tenant agrees to submit a plan together with a work letter to the Landlord depicting the requested alterations, modifications, additions and/or improvements (the "Work"). Landlord shall provide a written estimate of the requested Work to Tenant for review and approval. Such work shall conform to the Tenant Improvement Guidelines attached hereto as Exhibit C and LEED requirements. Upon Tenant's written authorization to proceed, the Landlord shall perform and complete the Work at the sole expense of the Tenant. Upon completion of the Work, Landlord shall provide a written statement to Tenant that the Work is completed together with an invoice for the Work. Tenant reserves the right to inspect the Work and submit a punchlist to Landlord requesting Landlord to correct any deficiencies. Landlord shall have seven (7) working days to correct such punchlist items. Tenant shall reimburse Landlord for the cost of such Work within thirty (30) days after receipt of an invoice for the Work or completion of the Work, whichever is later. Reimbursement to Landlord will not exceed Landlord's actual cost for performance of such Work plus a management fee to be negotiated upon receipt of the estimate. Tenant retains the right to audit the Landlord records related to the Work during normal business hours. Such audit shall be at the expense of the Tenant. All materials used in such alterations, modifications, additions, or improvements, and all fixtures and partitions made and/or installed shall remain the property of the Landlord. At the time of approving any alteration requested by the Tenant, the Landlord will inform the Tenant if it will require that the alteration be removed, at the Tenant's expense, reasonable wear and tear excepted, at the termination of this Lease.

4. UTILITIES AND SERVICES; INSURANCE; TAXES:

Modify Section 9 (UTILITIES AND SERVICES; INSURANCE; TAXES) by adding the following language:

- d. The Landlord shall not be responsible for any damages or injuries which arise from Tenant's negligence or willful misconduct.
- e. Landlord shall provide HVAC to the Premises from 7:00 AM – 7:00 PM Monday through Friday and Saturday 9:00 AM – 2:00 PM, excluding holidays. In the event Tenant requires HVAC in addition to these hours, Landlord shall use its best efforts to provide HVAC to Tenant at times in addition to those set forth herein subject to: (a) the payment by Tenant of Landlord's standard charge, as determined by Landlord from time to time, in Landlord's sole

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discretion, for after-hours HVAC and (b) Tenant providing to Landlord at least one (1) business day's advance written notice of Tenant's need for after-hours HVAC. As of the date of this Lease, and subject to future increases, the standard charge for after-hours HVAC is Sixty-Five Dollars (\$65.00) per hour with a required four (4) hour minimum charge on weekends.

- f. At Tenant's request, and in order to facilitate day-to-day operations within the Premises, Landlord agrees to provide, at Tenant's sole cost, certain services that are for the sole benefit of Tenant (the "Additional Services") as described below. All Additional Services including maintenance, repairs, and replacement, shall be paid by Landlord and reimbursed by Tenant, to Landlord, as a direct pass through expense and shall be paid as additional rent ("Additional Rent"). Landlord shall provide Tenant with an accounting of the estimated cost for such Additional Services and Tenant shall pay Landlord Additional Rent on a monthly basis, due in advance on the first of the month together with the Base Rent. In the event the actual charges for such Additional Services are higher or lower than the estimated charges, Landlord will notify Tenant of the change and adjustments will be made by Tenant during the subsequent month. If other tenants occupying space in the building should tie into any of the infrastructure services below, the costs for such services shall be shared proportionately amongst all users and the costs charged to Tenant shall be adjusted accordingly to ensure that Tenant only pays for Tenant's proportionate share of such services.
- i. Phone System: Tenant will be charged for basic monthly charges for access and voice/data. Additional costs associated with long distance, directory assistance, and maintenance, repairs and replacements shall be billed on a monthly basis.
 - ii. Dark Fiber: Tenant will be charged basic monthly charges for dark fiber. Additional costs associated with use, maintenance, repairs and replacements shall be billed on a monthly basis.
 - iii. Paper products: Costs associated with providing paper products for Tenant pantries which are unique to Tenant's space (excludes paper products for bathrooms which are included in the Base Rent).
 - iv. Emergency Generator: Costs associated with preventative maintenance and testing of the Tenant's emergency generator. Additional costs associated with repairs, replacement, maintenance and fuel will be billed as applicable.
 - v. Kastle Monitoring System: Cost associated with monitoring Tenant's access control equipment which is unique to Tenant's space.
 - vi. Dedicated Chiller: Cost associated with operating the dedicated chiller for Tenant's server room. Cost associated with repairs, replacement and maintenance shall be billed as applicable.
 - vii. Additional items: Costs associated with other requested or required services or items as the need arises and as mutually agreed to by the parties.

The table below provides the estimated basic monthly costs for the Additional Services as of Lease Commencement.

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Additional Services	Estimated Monthly Additional Rent	Estimated Annual Additional Rent
Phone System	\$4,305.36	\$51,664.32
Dark Fiber	\$467.00	\$5,604.00
Paper Products	\$150.00	\$1,800.00
Emergency Generator	\$279.17	\$3,350.04
Kastle Monitoring System	\$448.00	\$5,376.00
Dedicated Chiller	\$304.00	\$3,648.00
Total	\$5,953.53	\$71,442.36

5. CONDITION OF COMMON AREAS:

Modify Section 10 (CONDITION OF COMMON AREAS) by deleting the section in its entirety and inserting in lieu thereof:

The Landlord, at the Landlord's sole expense, shall maintain in a good, clean and safe condition, all common areas and common facilities, including all hallways, walkways, parking areas, and all related exterior lighting, to be used by the Tenant in common with other tenants.

6. ANTENNA AND COMMUNICATIONS EQUIPMENT:

Modify Section 12 (ANTENNA AND COMMUNICATIONS EQUIPMENT) by deleting the section in its entirety.

7. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT:

Modify Section 16 (SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT) by deleting the section in its entirety.

8. RULES AND REGULATIONS:

The rules and regulations applicable to the Premises are attached hereto and incorporated herein as Exhibit D. Tenant, its employees, customers, invitees and guests shall perform and abide by the rules and regulations, and any amendments or additions thereto as may be made from time to time by Landlord. In the event of a conflict between the terms of this Lease and the attached rules and regulations, the terms of the Lease shall apply and govern.

Attachments: None
Exhibits: A – Amortization Table
B - Work Letter for Office Space
B – Tenant Improvement Guidelines
C - Rules and Regulations – Office Tenants

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EXHIBIT A

Amortization Table

NCR FF&E Upfits as of 5/24/11

Principal Amount \$2,891,706.50

Rate 1.50%

Pmt \$992,962.74

	Principal	Interest	Period Debt Service	FY Annual Debt Service	Balance
6/1/2011					\$ 2,891,706.50
12/1/2011		\$ 21,687.80	\$ 21,687.80		2,891,706.50
6/1/2012	\$ 949,587.14	21,687.80	971,274.94	\$ 992,962.74	1,942,119.36
12/1/2012		14,565.90	14,565.90		1,942,119.36
6/1/2013	963,830.95	14,565.90	978,396.84	992,962.74	978,288.41
12/1/2013		7,337.16	7,337.16		978,288.41
6/1/2014	978,288.41	7,337.16	985,625.57	992,962.74	
	\$ 2,891,706.50	\$ 87,181.71	\$ 2,978,888.21	\$ 2,978,888.21	

Monthly Payments	\$ 82,746.89
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Note: Assumes a lump-sum payment of \$2,891,706.50 from University in June 2011 to pay for 1/2 of the \$5,783,413 total project cost, with the remainder to be financed over a 3-year term.

Lease Number 208-L0478**EXHIBIT B****WORK LETTER FOR OFFICE SPACE**

Landlord and Tenant do hereby agree that the following additional provisions contained in this Work Letter are made a part of, and incorporated in, the foregoing and annexed Deed of Lease dated the 1st day of April, 2011, demising certain property located at 900 North Glebe Road in Arlington, Virginia (the "Lease"). The provisions of this Work Letter shall prevail and control in any instances where the same conflict with the provisions of the Lease. Words and phrases contained in the Work Letter have the same meanings as are defined therefore in the Lease.

1. It is understood and agreed that Landlord shall undertake and use its best efforts to complete the construction and other work herein specified to prepare Premises for occupancy in good and workmanlike manner, using new and good quality materials as soon as practicable but not later than June 1, 2011. In the event Tenant finds (1) that all such construction and other work herein required has not been substantially and satisfactorily completed and the Premises ready for occupancy and use by June 1, 2011, or (2) that the construction and other work to the Premises is not in compliance with the requirements specified in the Lease and this Work Letter, or (3) that such construction and other work as not been performed in a good and workmanlike manner or has been done with used or poor quality or shoddy materials, or (4) that all required building inspections and approvals applicable to such construction and other work have not been properly obtained from local and or state building codes, then in any such event, Tenant may refuse to accept the Premises. The lease term shall not commence, and no rent shall accrue hereunder, until Tenant has formally accepted the Premises following such construction, testing and other work which shall be evidenced by a written letter from Tenant. All forms and types of deficiencies, plus any punch list items noted by Tenant after inspection, shall be specified by Tenant in writing to Landlord. Landlord agrees to promptly correct all deficiencies and punch list items, and Tenant shall not be obligated to accept the Premises until the same are satisfactorily corrected or remedied. Tenant agrees to give such formal acceptance (by written letter), without delay, upon substantial and satisfactory completion of such construction, testing and other work, and the correction of any deficiencies or punch list items noted as above.
2. Subject to the foregoing provisions, upon the construction, testing and other work being satisfactorily completed and accepted by Tenant, and provided the local building inspector or building authority has issued certificates of occupancy and other required approvals, Tenant will take possession and occupy the Premises.
3. Thereafter, Tenant shall be afforded an opportunity for a walk-through inspection to determine if there are deficiencies as outlined hereinabove. In the event the construction and other work on the Premises herein is completed and accepted by Tenant in advance of June 1, 2011, or following such date (in the event of late completion), rent under this Lease shall commence effective as of written acceptance, and Tenant will occupy such Premises thereafter. In the event of advance completion or late completion, the parties hereto agree that the lease term shall commence on the date of acceptance or occupancy, whichever shall occur first. The termination date shall be adjusted to be the date at the end of ten (10) years from the Commencement Date.

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4. Landlord shall build the base building pursuant to drawings and specifications created by Cooper Carry dated November 17, 2008, and build-out of Tenant's Leased Premises pursuant to drawings and specifications created by Gensler and submitted for bid on May 14, 2010, copies of which are provided to Tenant and Landlord. Landlord acknowledges that this building is to be constructed as a First Class Office Building with fixtures and amenities appropriate for such a building. Said construction shall comply with the Site Conditions approved by the County of Arlington, LEED requirements and all applicable Building Codes and Ordinances.

5. Landlord shall provide Tenant with a Tenant Improvement Allowance in an amount equal to Seventy Four and 54/100 dollars (\$74.54) per square foot of gross leasable area within the Premises (the "Tenant Allowance") as further detailed in Section 3 of the Attachment No. 1. Any costs to build out the Premises in excess of the Tenant Allowance shall be at the sole expense of Tenant.

Lease Number 208-L0478**EXHIBIT D****Rules and Regulations – Office Tenants**

This Exhibit is attached to and made a part of that certain Lease Agreement dated as of April 1, 2011 (the "Lease"), by and between VIRGINIA TECH RESEARCH INSTITUTE, LLC, a Virginia limited liability company ("Landlord") and VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY, a state agency of the Commonwealth of Virginia ("Tenant").

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building. Strict adherence to these rules and regulations is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Any violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease.

The following rules shall be applicable to all office tenants of the Building:

1. Tenant shall not obstruct or encumber or use for any purpose other than ingress and egress to and from the Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant. No bottles, parcels or other articles shall be placed, kept or displayed on window ledges, in windows or in corridors, stairways, or other public parts of the Building. Tenant shall not place any showcase, mat or other article outside the Premises. Tenant shall keep all portions of the Premises which are visible from public parts of the Building in a tasteful, neat and orderly condition characteristic of first-class professional offices, so as not to be offensive to other tenants of the Building. No desks, bookcases, file cabinets and other furniture shall be placed against exterior windows.
2. Landlord shall have the right to control and operate the public portions of the Building and the facilities for common use of the tenants, in such a manner as Landlord deems best for the benefit of the tenants generally. Tenant shall not permit the visit to the Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators, and other public portions or facilities of the Building by other tenants. Tenant shall coordinate in advance with Landlord's property management department all deliveries to the Building so that arrangements can be made to minimize such interference. Tenant shall not permit its employees and invitees to congregate in the elevator lobbies or corridors of the Building. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same. Public corridor doors, when not in use, shall be kept closed. Nothing, including mats and trash, shall be placed, swept or thrown into the corridors, halls, elevator shafts, stairways or other public or common areas.
3. Tenant shall not attach, hang or use in connection with any window or door of the Premises any drape, blind, shade or screen, without Landlord's prior written consent. All awnings, drapes, projections, curtains, blinds, shades, screens and other fixtures shall be of a quality, type, design and color, and shall be attached in a manner, approved in writing by Landlord. Any Tenant-supplied window treatments shall be installed behind Landlord's standard window treatments so that Landlord's standard window treatments will be what is visible to persons outside of the Building.

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4. Tenant shall not use the water fountains, water and wash closets, and plumbing and other fixtures for any purpose other than those for which they were constructed, and Tenant shall not place any debris, rubbish, rag or other substance therein (including, without limitation, coffee grounds). All damages from misuse of fixtures shall be borne by the tenant causing same.
5. Tenant shall not construct, maintain, use or operate within the Premises any electrical device, wiring or apparatus in connection with loudspeaker system (other than an ordinary telephone and paging system) or other sound system, in connection with any excessively bright, changing, flashing, flickering or moving light or lighting device, or in connection with any similar device or system, without Landlord's prior written consent. Tenant shall not construct, maintain, use or operate any such device or system outside of its Premises or within such Premises so that the same can be heard or seen from outside the Premises. No flashing, neon or search lights shall be used which can be seen from outside the Premises. Only warm white lamps may be used in any fixture that may be visible from outside the Building or Premises. Tenant shall not maintain, use or operate within the Premises any space heater.
6. Tenant shall not bring any animal, bird or pet of any kind into the Building, except seeing-eye or hearing –ear dogs for handicapped persons visiting the Premises. Except while loading and unloading vehicles, there shall be no parking of vehicles or other obstructions placed in loading dock area.
7. Except as specifically provided to the contrary in the Lease, Tenant shall not cook or permit any cooking on the Premises, except for microwave cooking and use of coffee machines by Tenant's employees for their own consumption. Tenant shall not cause or permit any unusual or objectionable odor to be produced upon or emanate from the Premises.
8. Tenant shall not make any unseemly or disturbing noise or disturb or interfere with occupants of the Building, whether by the use of any musical instrument, radio, talking machine or in any other way.
9. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy equipment and fixtures. Landlord shall have the right to repair at Tenant's expense any damage to the Premises or the Building caused by Tenant's moving property into or out of the Premises or due to the same being in or upon the Premises or to require Tenant to do the same. Tenant shall not receive into the Building or carry in the elevators any safes, freight, furniture, equipment or bulky item except as approved by Landlord, and any such furniture, equipment and bulky item shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator at designated times. Tenant shall remove promptly from any sidewalk adjacent to the Building any furniture, furnishing, equipment or other material there delivered or deposited for Tenant. Landlord reserves the right to inspect all freight to be brought into the Building, except for government classified and confidential client materials, and to exclude from Building all freight which violates any of these rules or the Lease.
10. Tenant shall not place additional locks or bolts of any kind on any of the doors or windows, and shall not make any change in any existing lock or locking mechanism therein, without Landlord's prior written approval. At all times Tenant shall provide Landlord with a "master" key for all locks on all doors and windows. Tenant shall keep doors leading to a corridor or main hall closed at all times

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except as such doors may be used for ingress or egress and shall lock such doors during all times the Premises are unattended. Tenant shall, upon the termination of its tenancy: (a) restore to Landlord all keys and security cards to stores, offices, storage rooms, toilet rooms, the Building and the Premises which were either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay the replacement cost thereof; and (b) inform Landlord of the combination of any lock, safe and vault in the Premises. At Landlord's request, Landlord's then customary charge per key shall be paid for all keys in excess of two (2) of each type. Tenant's key system shall be consistent with that for the rest of the Building.

11. Except as shown in the Final Construction Drawings, Tenant shall not install or operate in the Premises any electrically operated equipment or machinery (other than standard servers, desk-top office equipment, including, without limitations, desk-top computers and copiers, typewriters, facsimile machines, printers or other similar equipment used in connection with standard office operations) without obtaining the prior written consent of Landlord. Landlord may condition such consent upon Tenant's payment of additional rent in compensation for the excess consumption of electricity or other utilities and for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment or machinery. Landlord shall have the right at any time and from time to time to designate the electric service providers for Building. Tenant shall cooperate with Landlord and such service providers and shall allow, as reasonably necessary, access to the Building's electric lines, feeders, risers, wiring and any other Building machinery. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or changes in the use of, the water system, plumbing system, air-conditioning system or electrical system of the Premises or the Building, without obtaining Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. If any machine or equipment of Tenant causes noise or vibration that may be transmitted to such degree as to be objectionable to Landlord or any tenant in the Building, then Landlord shall have the right to install at Tenant's expense vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to the Landlord or to require Tenant to do the same.
12. All telephone and telecommunications services desired by Tenant shall be ordered by and utilized at the sole expense of Tenant. Unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises and the telephone closet(s) designated by Landlord. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment (including wiring) nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Landlord shall have the right, upon reasonable prior notice to Tenant (except in the event of an emergency) to interrupt telecommunications facilities as necessary in connection with any repairs or with installation of other telecommunications equipment. Subject to the provisions of the Lease. Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones), including antennae and satellite receiver dishes, at the Premises or the Building, without Landlord's prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion.
13. No telephone, telecommunications or other similar provider whose equipment is not then servicing the Building shall be permitted to install its lines or other equipment within or about the Building without first securing the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord's approval shall not be deemed any kind of warranty or

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representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the provider. Without limitation of the foregoing standards, as specific conditions of any consent: (i) Landlord shall incur no expense whatsoever with respect to any aspect of the provider's provision of its services (including, without limitation, the costs of installation, materials and services); (ii) prior to commencement of any work in or about the Building by the provider, the provider shall supply Landlord with such written indemnities, insurance, financial statements, and such other items as Landlord reasonably determines and Landlord shall have reasonably determined that there is sufficient space in the Building for the placement of the necessary equipment and materials; (iii) the provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonable determined by Landlord to be necessary; (iv) the provider shall agree to use existing building conduits and pipes or use building contractors (or other contractors approved by Landlord); (v) the provider shall pay Landlord such compensation as is reasonably determined by Landlord to compensate it for space used in the building for the storage and maintenance of the provider's equipment, the fair market value of a provider's access to the Building, and the costs which may reasonably be expected to be incurred by Landlord; (vi) the provider shall agree to deliver to Landlord detailed "as built" plans immediately after the installation of the provider's equipment is complete; and (vii) all of the foregoing matters shall be documented in a written agreement between Landlord and the provider on Landlord's standard form and otherwise reasonably satisfactory to Landlord.

14. Landlord reserves the right to exclude from the Building at all times any person who does not properly identify himself to the Building management or attendant on duty. Landlord shall have the right to exclude any undesirable or disorderly persons from the Building at any time. Landlord may require all persons admitted to or leaving the Building to show satisfactory identification and to sign a register. Tenant shall be responsible for all persons for whom it authorizes entry into the Building and shall be liable to Landlord for all acts of such persons. Landlord has the right to evacuate the Building in the event of emergency or catastrophe or the purpose of holding a reasonable number of fire drills.
15. Tenant shall not permit or encourage any loitering in or about the Premises and shall not use or permit the use of the Premises for lodging, dwelling or sleeping.
16. Tenant, before closing and leaving the Premises at the end of each business day, shall see that all lights and equipment are turned off, and that all its water faucets or water apparatus are entirely shut off so as to prevent waste or damage.
17. Tenant shall give prompt notice to Landlord and/or Landlord's agent of any defects in plumbing, electrical fixtures, or heating apparatus so that such defects may be attended to properly.
18. Tenant shall not request Landlord's employees to perform any work or do anything outside of such employees' regular duties without Landlord's prior written consent. Tenant's special requirements will be attended to only upon application to Landlord; or Landlord's agent and any such special requirements shall be billed to Tenant in accordance with the schedule of charges maintained by Landlord from time to time or as is agreed upon in writing in advance by Landlord and Tenant. Tenant shall not employ any of Landlord's employees for any purpose whatsoever without Landlord's prior written consent. Tenant shall notify Landlord or the Building manager of any person employed by it to do janitorial work within the Premises, except for full-time employees of Tenant, prior to such

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person's commencing work, and such person shall, while in the Building and outside of the Premises, comply with all instructions issued by Landlord or its representatives.

19. There shall not be used in any space, or in any public halls of the Building, either by any tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. Tenants shall be responsible for any loss or damage resulting from any deliveries made by or for Tenant.
20. Tenants shall not install or permit the installation of any wiring for any purpose on the exterior of the Premises. Landlord will direct electricians as to where and how telephone or telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord. All such work shall be effected pursuant to permits issued by all applicable governmental authorities having jurisdiction. Tenant shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules, or regulations of any governmental authority.
21. Tenant acknowledges that it is Landlord's intention that the Building be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Toward that end, Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operation of the Building or may tend to impose or detract from the moral character or image of the Building. Tenant shall not use the Premises for any immoral or illegal purpose. Tenant shall cooperate with Building employees in keeping the Premises neat and clean.
22. Unless otherwise expressly provided in the Lease, Tenant shall not use, occupy or permit any portion of the Premises to be used or occupied for the storage, manufacture, or sale of liquor.
23. Tenant shall not remove, alter or replace the ceiling light diffusers, ceiling tiles or air diffusers in any portion of the Premises without prior written consent of Landlord.
24. Tenant shall not purchase water, ice, coffee, soft drinks, towels, or other merchandise or services from any company or person whose repeated violation of Building regulations has caused, in Landlord's opinion, a hazard or nuisance to the Building and/or its occupants.
25. Tenant shall not pay any employee on the Premises except those actually employed therein; nor shall Tenant use the Premises as headquarters for large scale employment of workers for other locations.
26. Landlord shall have the right, upon written notice to Tenant, to require Tenant to refrain from or discontinue any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability for offices.
27. Tenant shall not in any manner deface any part of the Premises or the Building. Other than ordinary office decorations, no stringing of wires, boring or cutting shall be permitted except with Landlord's

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prior written consent. Any floor covering installed by Tenant shall have an under layer of felt rubber, or similar sounddeadening substance, which shall not be affixed to the floor by cement or any other non-soluble adhesive materials.

28. Should Tenant's use and occupancy of the Premises require the installation of supplemental cooling, and should the Building contain a closed loop, Tenant agrees that its supplemental cooling requirements will be serviced by tapping into the Building's closed loop. Tenant shall be responsible for the cost of connecting into the loop and agrees to pay to Landlord as additional rent the monthly tap fee in accordance with Landlord's then-current rate schedule. Should the Building not contain a closed loop, Tenant agrees to be responsible for fees associated with placing equipment on the roof of the Building.
29. Tenant shall handle its office paper, garbage, trash and other waste products in the manner required by applicable law (as the same may be amended from time to time) whether required of Landlord or otherwise and shall conform with any recycling plan instituted by Landlord. Landlord shall have no obligation to accept any waste that is not prepared for collection in accordance with any such requirements. If Tenant is unable to comply with Landlord's reasonable procedures regarding internal collection, sorting, separation and recycling of waste, then, upon reasonable advance notice to Landlord, Landlord shall use reasonable efforts to arrange for alternative procedures for Tenant and Tenant shall pay to Landlord all additional costs incurred by Landlord with respect thereto.
30. Tenant shall not bring or keep, or permit to be brought or kept, in the Building any weapon or flammable, combustible or explosive fluid, chemical or substance, except as otherwise expressly permitted in the Lease.
31. The Building is a smoke free environment. Smoking is not allowed in any part of the Building.
32. All wiring and cabling installed by Tenant shall be marked and coded, in a manner reasonably acceptable to Landlord, to identify such facilities as belonging to Tenant and the point of commencement and termination of such facilities. All such cabling and wiring shall, at Landlord's request, be removed by Tenant upon expiration or termination of the Lease if required by the terms of the Lease or if applicable governmental agencies require removal of such facilities upon termination of their use or abandonment.
33. Landlord may, upon request of Tenant, waive Tenant's compliance with any of the rules, provided that (a) no waiver shall be effective unless signed by Landlord, (b) no waiver shall relieve Tenant from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord, (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (d) no waiver shall relieve Tenant from any liability for any loss or damage resulting from Tenant's failure to comply with any rule. Landlord reserves the right to rescind any of these rules and make such other and further rules as in the judgment of Landlord shall from time to time be needed for the safety, protection, care, and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees, and invitees, which rules when made and notice thereof given to a tenant shall be

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binding upon it in like manner as if originally herein prescribed. In the event of any conflict or inconsistency between the terms and provisions of these rules, as now or hereafter in effect, and the terms and provision of the Lease, the terms and provision of the Lease shall prevail.

34. The work of the janitor or cleaning personnel shall be hindered by Tenant between the hours of 6:00 p.m. and 11:00 p.m. and such work may be done at any time when offices are vacant; the windows, doors, and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc., necessary to prevent unreasonable hardship to the Landlord in discharging its obligations regarding cleaning service.
35. No Tenant shall install, maintain or operate upon the Premises any vending machine without written consent of the Landlord.
36. During the continuance of any invasion, mob, riot, public excitement or other circumstances rendering such action advisable in the Landlord's opinion, the Landlord reserves the right to prevent access to the Building by closing the doors, or otherwise, for the safety of Tenants and protection of the Building and property in the Building.
37. Tenant shall comply with all reasonable parking rules and regulations promulgated from time to time by Landlord for the associated parking garage.
38. Landlord will not be responsible for lost or stolen property, equipment, money, or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.

SP #401

Peck/Staples/Jordan Manor

Approved February 23, 2008

Applicant: North Glebe Residential, LLC (JBG)

Staff: Lisa Maher

Report File: PLA-4880, PLA-4880 Supp, PLA-4880 Supp 2

Related sewer easement vacation and encroachment requests

- SUBJECTS:** A. GP-314-08-1 GENERAL LAND USE PLAN AMENDMENT for a property known as 800-900 N. Glebe Road [RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019], generally located on the southern part of the block bounded by N. Glebe Road, Wilson Boulevard, N. Wakefield Street, and Fairfax Drive (Bob Peck and Staples Site) from "Service Commercial" (Personal and business services. Generally one to four stories. Maximum 1.5 F.A.R. with special provisions within the Columbia Pike Special Revitalization District.) to "Medium" Office-Apartment-Hotel (up to 2.5 F.A.R. Office Density, up to 115 units/acre Apartment Density, up to 180 units/acre Hotel Density) and addition of Note 23 to specify that buildings in the southwestern and western portion of the site shall consist of residential uses and have maximum heights of 50 feet.
- B. Z-2538-07-1 REZONING from "C-2" Service Commercial-Community Business Districts, "RA8-18" Apartment Dwelling Districts, and "R-5" One-Family Dwelling Districts to "C-O-2.5" Commercial Office Building, Hotel and Apartment Districts and "RA8-18" Apartment Dwelling Districts; 800-900 N. Glebe Rd., 4525 Wilson Blvd., 815 N. Woodrow St. (RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019, 14-054-001, -002).
- C. SP #401 SITE PLAN: North Glebe Residential LLC, approx. 415,816 sq ft office, approx. 36,241 sq ft retail, 28 townhouses, 90 high-rise dwelling units, modification of use regulations for density; below grade exclusions from gfa; 800-900 N. Glebe Rd., 4525 Wilson Blvd., 815 N. Woodrow St. (RPC #14-053-002, -004, -005, -006, -007, -008, -017, -019, 14-054-001, -002).

Site: The east block of the site is developed with a vacant car dealership and a big box retail store along Glebe Road and Wilson Boulevard, as well as with two vacant single family houses on North Wakefield Street. The west block has a 21-unit apartment building and a three-unit residential building.

By Right Development:

Proposed Development: **The following table sets forth the development potential for the site:**

	Density Allowed / Typical Use	Maximum Development
EXISTING GLUP		
"Service Commercial" (approx. 170,996 s.f.)	Up to 1.5 FAR; Personal and Business Services. Generally one to four stories.	256,494 s.f.
"Low-Medium" Residential (approx. 39,171 s.f.)	16-36 units per acre;	32.4 residential units
PROPOSED GLUP		
"Medium" Office Apartment-Hotel (approx. 170,996 s.f.)	2.5 FAR (office), up to 115 units/acre (residential), up to 180 units/acre (hotel);	427,490 s.f. (office) or 451 units (residential) or 706 units (hotel);
"Low-Medium" Residential (approx. 39,171 s.f.)	16-36 units per acre;	32.4 residential units

Development Potential:

	Existing	Proposed with Rezoning & Site Plan Request
"C-2"	Site Area: 130,485 s.f. (3.00 acres) 195,727 s.f. (1.5 FAR) commercial	

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"R-5"	Site Area: 44,087 s.f. (1.01 acres) 8 residential units (5,000 s.f./unit)	
"RA8-18"	Site Area: 35,595 sf (0.82 acres) 29 residential units (36.3 units/acre)	Site Area: 39,171 s.f. (0.90 acres) 32 residential units (36.3 units/acre)
"C-O-2.5"		Based on site areas allocated for each use in the table below: Commercial: Site Area allocated: 147,360 s.f. Max. development: 368,400.5 s.f. (2.5 FAR) Residential: Site Area allocated: 23,636 s.f. (0.54 acres) Max. development: 62 units (115 units/acre)
Total ¹	Commercial: 195,727 s.f. Residential: 38 units	Commercial: 368,400.5 s.f. Residential: 95 units ²

Proposed Development: The following table sets forth the statistical summary for the project.

¹ One additional residential unit could be built on the combined areas in residential zoning, in both the existing and proposed columns, due to rounding down of fractional units within the individual zones.

² Total doesn't add exactly due to rounding.

Proposed Development: The table below sets forth the statistical summary for the proposed development:

General Land Use Plan East Block	"Service Commercial"
General Land Use Plan West Block	"Low-Medium" Residential
Total Site Area	210,167 square feet (4.82 acres)
Existing East Block Total	170,996 s.f. (3.93 acres)
"C-2"	130,485 s.f. (3.00 acres)
"RA8-18"	3,184 s.f. (0.07 acres)
"R-5"	37,327 s.f. (0.86 acres)
Existing West Block Total	39,171 s.f. (0.90 acres)
"RA8-18"	32,411 s.f. (0.74 acres)
"R-5"	6,760 s.f. (0.16 acres)
Proposed:	
"C-O-2.5" (east block)	170,996 square feet (3.93 acres)
"RA8-18" (west block)	39,171 s.f. (0.90 acres)

Density³	
Site area allocated to Office ("C-O-2.5")	135,562 s.f. (3.11 acres)
Office Bldg. A	91,287 s.f. (2.10 acres)
Office Bldg. B	44,276 s.f. (1.02 acres)
Site area allocated to Retail ("C-O-2.5")	11,798 s.f. (0.27 acres)
Site area allocated to Residential ("C-O-2.5")	23,636 s.f. (0.54 acres)
Site area allocated to Residential ("RA8-18")	39,171 s.f. (0.90 acres)
Total GFA	514,316 s.f. plus approx. 90,000 s.f. midrise
Office GFA⁴	415,816 s.f.
Building A (Corner)	282,989 s.f.
Building B (Mid-block)	132,827 s.f.
Retail GFA	36,241 s.f.
Building A (Corner)	26,292 s.f.
Building B (Mid-block)	9,949 s.f.
Residential GFA	64,756 s.f. plus approx. 90,000 s.f. midrise
Townhouses	64,756 s.f.
Midrise	Approx. 90,000 s.f.
Residential Units Total	118
Townhouses	28
Midrise	90
Site Plan/Bonus Density	
Office Bldg. A Site Plan (2.5 FAR)	228,217.5 s.f.
LEED Bonus (0.35 FAR)	31,950.5 s.f.
Affordable Hsg Bonus (0.25 FAR)	22,821.8 s.f.
Office Bldg. B Site Plan (2.5 FAR)	110,690 s.f.
LEED Bonus (0.25 FAR)	11,069 s.f.
Affordable Hsg Bonus (0.25 FAR)	11,069 s.f.
Retail Bldg. A Site Plan (2.5 FAR)	21,202.5 s.f.
Retail LEED Bonus (0.35 FAR)	2,968.35 s.f.
Retail Affordable Hsg Bonus (0.25 FAR)	2,120.25 s.f.
Retail Bldg. B Site Plan (2.5 FAR)	8,290 s.f.
Retail LEED Bonus (0.25 FAR)	829 s.f.
Retail Affordable Hsg Bonus (0.25 FAR)	829 s.f.
Residential Units Total	118 units
East Block Res. Site Plan (115 u/a)	62.4 units
East Block Res. Aff. Hsg. Bonus (25%)	15.6 units
West Block Res. Site Plan (36.3 u/a)	32.6 units
West Block Res. Aff. Hsg. Bonus (25%)	8.1 units
Maximum Permitted Office GFA (w/o bonus)	338,907.5 s.f.
Maximum Permitted Retail GFA (w/o bonus)	29,492.5 s.f.
Maximum Permitted Resid. Units (w/o bonus)	95
"C-O-2.5"	62.4
"RA8-18"	32.6
Total Density	

³ The applicant requests several density bonuses, described in the density section of the table.

⁴ The applicant requests 7,131 and 835 s.f. of below grade storage exclusions in Office Buildings A and B, respectively.

Office FAR⁵	
Bldg. A	3.067
Bldg. B	3.1
Retail FAR⁵	3.0
Bldg. A	3.067
Bldg. B	3.1
Residential Units/Acre⁶	3.0
"C-O-2.5"	143.75
"RA8-18"	45.375
Max. Permitted Commercial FAR (w/o bonus)	2.5
Max. Permitted Res. U/A ("C-O-2.5") (w/o bonus)	115
Max. Permitted Res. U/A ("RA8-18") (w/o bonus)	36.3
Average Site Elevation	
East Block	265.77 ft. ASL
West Block	266.18 ft. ASL

⁵ Includes bonus requests of and 0.25 FAR from affordable housing plus 0.35 FAR for LEED in Bldg. A and 0.25 FAR for LEED in Bldg. B.

⁶ Includes bonus request of 25% for affordable housing.

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Building Height	
Building A	
Main Roof Elevation	401.25 ft. ASL
Main Roof Height	135.48 ft.
Penthouse Roof Elevation	419.75 ft. ASL
Penthouse Roof Height	153.98 ft.
Stories	10
Building B	
Main Roof Elevation	365.25 ft. ASL
Main Roof Height	99.48 ft.
Penthouse Roof Elevation	385.25 ft. ASL
Penthouse Roof Height	119.48 ft.
Stories	7
Townhouses	
East Block	
Main Roof Elevation	300.27-302.94 ft. ASL
Main Roof Height ⁷	34.5-37.17 ft.
Stories	4
Height from grade (to midpoint of roof)	40.34-42.33 ft.
Height from grade (to peak of roof)	46.85-48.77 ft.
West Block	
Main Roof Elevation	300.87-310.33 ft. ASL
Main Roof Height ⁷	38.18-44.15 ft.
Stories	4
Height from grade (to midpoint of roof)	37.87-39.87 ft.
Height from grade (to peak of roof)	44.57-49.87 ft.
Midrise	
Main Roof Elevation	315.0 ft. ASL
Main Roof Height	49.23 ft.
Stories	4

⁷ Height is measured from average site elevation to the midpoint of a sloped roof. The roof peak is 6 to 10 feet higher.

Maximum Height Permitted (Stories)	
Office	12
Residential "C-O-2.5"	16
Residential "RA8-18"	4 stories & 40 ft. by right; 8 stories & 75 ft. by SP
Parking	
Total parking spaces	933 spaces
Office	718 spaces
Retail	64 spaces
Residential Total	151 spaces
Townhouse	62 spaces
Midrise	89 spaces
Required Total Parking (spaces)	932 by site plan
Required Office Parking	717
Required Retail Parking	63
Required Residential Parking Total	164 by right; 152 by site plan
Townhouse	62
Midrise	102 by right; 90 by site plan
Parking Ratio	
Office parking ratio	1 space/579 s.f.
Retail parking ratio	1 space/566 s.f.
Residential parking ratio	
Townhouse	2.21 spaces/unit
Midrise	0.99 spaces/unit
Required Parking Ratio	
Office parking ratio	1 space/580 s.f.
Retail parking ratio	1 space/580 s.f.
Residential parking ratio	
Townhouse	2.2 spaces/unit
Midrise	1.125 sp./unit by right; 1 sp./unit by site plan
Compact Parking Ratio	10.4%
Maximum Permitted Compact Ratio	15%
Percent Coverage East Block	65.9%
Percent Coverage West Block	52.3%
LEED Score	
Building A	34 points (LEED Core & Shell Gold Certification)
Building B	28 points (LEED Core & Shell Silver Certification)
Townhouses	175 Green HomeChoice points
Midrise	200 EarthCraft points

APPROVED CONDITIONS

Note: Where a particular County office is specified in these conditions, the specified office includes any functional successor to that office. Where the County Manager is specified in these conditions, "County Manager" includes the County Manager's designee. Whenever, under these conditions, anything is required to be done or approved by the County Manager, the language is understood to include the County Manager or his or her designee.

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

1. **Site Plan Term**

The developer (as used in these conditions, the term "developer" shall mean the owner, the applicant and all successors and assigns) agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1 and the revised plans dated February 6, 2008 and reviewed and approved by the County Board and made a part of the public record on February 23, 2008, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the developer and accepted by the County Board or vice versa. The project consists of the following components, as shown on the subdivision plan titled "Site Plan Phases" and dated February 6, 2008: "Office Building A", located at the corner of Glebe Road and Wilson Boulevard; "Office Building B", located to the north of new 9th Street North; the "AHC Building", located on the east side of North Wakefield Street between Wilson Boulevard and new 9th Street North; the "Wakefield Street Townhouses", located on the east side of North Wakefield Street, north of new 9th Street North; and the "Jordan Manor Townhouses", located on the north side of Wilson Boulevard between North Wakefield Street and North Woodrow Street. The Wakefield Street Townhouses and Jordan Manor Townhouses may be collectively referred to as "the Townhouses".

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

2. **Pre-Construction Meeting**

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

3. **Tree Protection and Replacement**

- a. The developer agrees to complete a tree survey, which shows existing conditions of the site and locates and identifies all trees which are four (4) inches in diameter or greater. The survey shall include any tree on adjacent sites whose dripline extends onto the subject site.
- b. The developer agrees to file and implement a tree protection plan which will designate any trees proposed to be saved by the developer. Trees designated to be saved on the tree protection plan, or those specified to be saved by the approved site plan and shown on any filing in connection with this case, will be protected. This plan shall include any tree on adjacent sites whose dripline extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites and shall be submitted and approved, and found by the County Manager to meet the requirements of this site plan, before the issuance of the Clearing, Grading and Demolition Permit.
- c. Upon approval of the tree protection plan the developer agrees to submit to the Department of Parks,

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Recreation, and Cultural Resources (DPRCR) a performance bond estimate for the trees to be saved. Upon approval of the performance bond estimate by the DPRCR, the developer agrees to submit to the DPRCR a performance bond, in the approved amount of the estimate, and the approved tree protection plan, which bond shall be executed by the developer in favor of the County before the issuance of the Final Building Permit. Prior to the release of the public improvement bond, the developer agrees to submit to the DPRCR as-built drawings showing the location of all saved trees.

- d. The Developer agrees that any tree proposed to be saved on the tree protection plan or other filing shall be saved. At a minimum, this plan shall include:
- (1) A site grading plan at two (2) foot intervals, including the location of all proposed improvements and utilities.
 - (2) Detailed specifications for any tree walls or wells proposed.
 - (3) A description of how and where building materials and equipment will be stored during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.
 - (4) Identification of tree protection measures and delineation of placement of tree protection.
 - (5) Any tree required to be saved pursuant to this condition, which dies (any tree which is 30% or more dead as determined by the County's Urban Forester shall be considered to have died) prior to, or within ten (10) years of, the issuance of the Master Certificate of Occupancy shall be removed and replaced by the developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement Guidelines and which meet the minimum size and other requirements of Condition #16 below, provided, however, that replacement as specified in this subparagraph (3.b.5) does not relieve the developer of any violation resulting from the failure to save identified trees.
- e. In addition to saving identified trees, the developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction in accordance with the Arlington County Tree Replacement Guidelines. The developer agrees to submit tree replacement calculations and a tree replacement plan in accordance with the Arlington County Tree Replacement Guidelines. The tree replacement calculations shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in assessing the condition of trees. Any replacement trees shall conform to the standards and specifications set forth in Condition #16a below and shall be installed on the project site or on County-owned land, determined by the County Manager. The developer agrees to submit and obtain approval of this plan by the County Manager as part of the final site development and landscape plan.

4. **Photographic Record of Development**

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

All photographic records shall be taken using black and white film. Submission of a photo contact sheet and 8" x 10" prints on photographic paper shall be the minimum acceptable standard. Color photographs on compact disc must be submitted in addition to black and white photographs and the photo contact sheet at the end of the project prior to the issuance of the Master Certificate of Occupancy.

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

- a. Before Clearing, Grading and Demolition of the site (shall be submitted before issuance of the Clearing, Grading and Demolition Permit)—Views of north, south, east and west facades, as location permits, of buildings to be demolished, as well as at least one photo of the site before any clearing or grading including the existing physical relationship with adjacent buildings and streets. The photographic record shall also include all historic aspects of the facades of the building to be demolished, consistent with the requirements described in Condition #54 below.

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

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

If the developer uses the "Fast Track" Permit Process, the Site Clearance and Construction Phase photographs shall be submitted before the issuance of the Footing to Grade Structure Permit, or the first Building Permit, whichever comes first. The Construction Phase photographs, showing any construction to grade, shall be submitted before the Final Building Permit. The Construction Phase photographs showing all construction above grade and the Site Completion Photographs and completed compact disc showing the entire photographic history of the site shall be submitted before issuance of the Master Certificate of Occupancy.

Utility Fund Contribution

- 5. In addition to funding and constructing the utility undergrounding work, the developer agrees to contribute in the amount specified in Site Plan conditions to the County utility fund before the Issuance of the Building Permit or prorated consistent with an approved phasing plan for the development. The total utility fund contribution for this site is \$215,676 (\$50,000 x 3.38 acres allocated to commercial use, plus \$1,667 x 28 townhouse units). These funds may, but need not, be used by the County for the purpose of providing the undergrounding of utilities along the properties which are not redeveloping in this undergrounding district. If the area of the site plan is subdivided, the contribution to be made by each owner shall be based proportionally on the amount of site area allocated to each subdivided parcel. The contribution, if not obligated by the County to pay for utility undergrounding projects within 10 years from the date of payment, will be refunded without any accrued interest to the development owners of record at the time of any refund.

Plan for Temporary Circulation Through Construction

- 6. The developer agrees to develop and implement (after approval) two plans for temporary pedestrian and vehicular circulation prior to and during construction. The plan covering the period prior to construction shall provide for a minimum 6-foot wide sidewalk along the Wilson Boulevard frontage of the site east of North Wakefield Street and to relocate the fence along Wilson Boulevard to eight feet measured from back of curb. The developer agrees to submit this plan to the County Manager within 60 days of site plan approval, and to complete the improvements in the plan within 120 days of approval of the plan from the County Manager.

The plan covering the period during construction shall identify temporary sidewalks, interim lighting, fencing around the site, construction vehicle routes, and any other feature necessary to ensure safe pedestrian and vehicular travel around the site during construction. The developer agrees to maintain a minimum six-foot wide covered sidewalk along the Glebe Road, Wilson Boulevard, and North Wakefield Street (adjacent to the west block) frontages of the site at all times, with a construction entrance on the west side of North Wakefield Street, except that the County Manager may approve temporary, short term closures of the sidewalk for reasons including, but not limited to, the installation of façade elements, construction of utilities and streetscape, and other stages of construction that would pose an imminent danger to pedestrians. Exceptions may be made only during an emergency as defined below, during actual demolition, and for such limited periods as are unavoidable for utility upgrades. The developer agrees to submit this plan to, and obtain approval of the plan from, the County Manager as meeting these standards, before the issuance of the Clearing, Grading and Demolition Permit. The developer agrees to provide a copy of the approved plan to the appropriate civic associations. The County Manager may approve subsequent amendments to the plan, if consistent with this approval.

The developer agrees, during the hours of construction, to provide "flagmen" to assist in the direction of traffic along or around a street any time that any driving lane of such a street is partially or fully blocked due to temporary construction activities. In addition, the developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, by e-mail) at least seven calendar days in advance of any street closure, except in the case of an emergency, of more than one hour duration on any street. "Emergency" street closures may include, but not be limited to, those relating to rupture or potential rupture of a water or gas

main, insecure building façade, or similar unforeseeable public danger. "Emergency" street closures shall not include closures for setting up or dismantling of a crane, exterior building construction, materials deliveries, or utilities work, or similar situations.

Where county street lighting has been removed *or disconnected* due to construction and not yet replaced *or reconnected*, the developer agrees to maintain lighting around the perimeter of the site between the start of construction and completion of the project. The lighting shall be designed to illuminate the temporary pedestrian walkways and roads around the perimeter of the site. The developer may do this by means of overhead lights (e.g. "cobra head" lights) that meet the lighting standards for Arlington County streets, or by stringing lamps of the kind used in "used car" lots or similar along sidewalks and streets along the perimeter of the site. If lighting is accomplished by the latter, such lighting shall be with 75 watt bulbs (or approximate equivalent) placed no more than 25 feet apart and 6 to 10 feet high. Lighting shall be turned on between dusk and dawn 7 days a week. Any high-intensity overhead lighting, such as lighting placed on construction cranes, shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. For purposes of this condition, "completion of the project" shall mean the time when the County standard lighting fixtures are in place and operational around the perimeter of the site.

The developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition matching the appropriate contour of the street within 30 days or when weather permits such repairs, whichever comes first. The developer agrees to insure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the developer, the developer's contractors, or private utility companies. The developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. However, if the road surface is disturbed during the winter months, the developer may temporarily restore the road surface using cold patching and then hot patch the disturbed surface at the earliest opportunity when weather conditions permit. If cold patching is used, it shall be properly maintained and resurfaced as necessary to maintain a clean, smooth road condition. The term "significant portion of a road" is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet in length or 100 square feet in size. This condition is in addition to any other conditions in this site plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction.

Residential Relocation

7. The developer of the AHC Building agrees to coordinate with the Arlington County Relocation Specialist in order to provide each rental household living in a Jordan Manor apartment unit who is displaced by the construction that takes place as a result of this site plan, except those who sign initial leases for a unit in the project after the date of this site plan approval, with at least the following:
 - a. A minimum of 120 days written notice to vacate.
 - b. Relocation payments, in accordance with the Relocation Plan approved by the Tenant-Landlord Commission on February 20, 2008 and to be adopted by the County Board and in effect on the County Board date identified in Condition #1, a copy of which is attached to the County Manager's report for this site plan approval.
 - c. Relocation services in accordance with the Relocation Plan approved by the Tenant-Landlord Commission February 20, 2008 and to be adopted by the County Board and in effect on the County Board date identified in Condition #1, a copy of which is attached to the County Manager's report for this site plan approval.

The developer of the AHC Building agrees to notify, in writing, any tenant moving in after the date that the site plan is approved of his/her ineligibility for relocation payments and services. Any tenant who has not signed a waiver of rights to relocation assistance must receive the assistance. In cases where State law requires 120-day notice to vacate (displacement from multi-family buildings containing four or more units), notice cannot be waived, but the lead time for such notice may be reduced by mutual agreement in writing. Evidence of compliance with this condition shall be provided to the Zoning Administrator before the issuance of the Clearing, Grading and Demolition Permit.

Retail Relocation

8. Intentionally Omitted.

Compliance with Federal, State and Local Laws

9. The developer agrees to comply with all federal, state and local laws and regulations not modified by the County Board's action on this plan and to obtain all necessary permits. In addition, the developer agrees to comply with all of the agreed-upon conditions approved by the County Board as a part of this site plan approval. The developer specifically agrees that the County has the authority to take such actions as may be necessary, to include the issuance of a stop work order for the entire project, when the developer is not in compliance with the agreed-upon conditions.

Post-County Board 4.1 Filing

10. The developer agrees to file three copies of a site plan and the tabular information form, and digital copies on compact disc in JPEG, PDF, and DXF formats, which complies with the final approval of the County Board and with Administrative Regulation 4.1, with the Zoning Administrator within 90 days of the County Board approval and before the issuance of the Clearing, Grading and Demolition Permit.

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

The applicant agrees to show, on the post-4.1 plans, revisions to the rear of the Wakefield Street townhouses to vary the units' rear facades by means of changes to the design, windows, balconies, materials, and/or colors.

The developer agrees to include the precast option and both corner glass options in the façade design of Office Building B per the "Revised Design Option 2" as presented to the County Board at its February 23, 2008 meeting. The northeast corner glass treatment is subject to approval of an International Building Code waiver regarding maximum windows and openings.

The developer agrees to convene and participate in a meeting with pertinent County staff to address requirements of the site plan approval.

The developer also agrees that no changes to the approved post-4.1 plans can take place in the field. All post-4.1 plan changes must be approved by the lead DCPHD contact for the site plan.

Community Liaison and Activities During Construction

11. The developer agrees to comply with the following before issuance of the Clearing, Grading and Demolition Permit and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.

- a. The developer agrees to identify a person who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site throughout the hours of construction, including weekends. The name and telephone number of this individual shall be provided in writing to residents, property managers and business owners whose property abuts the site, and to the Zoning Administrator, and shall be posted at the entrance of the project.
- b. Before commencing any clearing or grading of the site, the developer shall hold a community meeting with those whose property abuts the project to review the construction hauling route, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative must be notified once the community meeting dates/times are established. The developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting before a Clearing, Grading and Demolition Permit is issued. The developer agrees to submit to the Zoning Administrator two (2) sets of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation (one set of which will be forwarded to the Police). Copies of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation shall be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project. The location of all construction trailers shall be approved either by Administrative Change approval or to be shown on the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers shall require approval by DES staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.
- c. Throughout construction of the project, the developer agrees to advise abutting property owners in writing of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.

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- d. At the end of each work day during construction of the project, the developer agrees to ensure that any streets used for hauling construction materials and entrance to the construction site are free of mud, dirt, trash, allaying dust, and debris and that all streets and sidewalks adjacent to the construction site are free of trash and debris.
- e. The developer agrees that construction activity, except for construction worker arrival to the construction site and indoor construction activity, will commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays and will commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays. "Holidays" are defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, and Christmas. Indoor construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day, and any such activity that occurs after 6:30 p.m. shall not annoy or disturb reasonable persons of normal sensitivities. The developer further agrees to utilize a drilling, rather than driving, technique for the placement of the sheeting and shoring pilings, and to undertake this activity only on weekdays that are not holidays as listed above. The developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours.
- f. Storage of construction materials, equipment and vehicles shall occur on the site or an approved off-site location, or as approved by the County Manager.

C & D Waste

- 12. The developer agrees to provide a plan for diverting from landfill disposal the demolition, construction, and land clearing debris generated by the project. The plan should outline recycling and/or reuse of waste generated during demolition and/or construction. The plan should outline specific waste streams and identify the means by which waste will be managed (reused, reprocessed on site, removed by licensed haulers for reuse/recycling, etc.). The plan must include letters from contracted haulers, reprocessors, and recyclers indicating that they are able to manage waste from the project. The developer agrees to obtain the County Manager's approval of this plan prior to the issuance of the Clearing, Grading, and Demolition permit, and to implement the plan throughout demolition and construction of the project. Compliance with this condition may contribute to achieving LEED credits MR 2.1 and 2.2 (Construction Waste Management.)

Green Building Fund Contribution

- 13. Intentionally omitted.

Vacations and Encroachments

- 14. Prior to the issuance of any Excavation, Sheeting and Shoring permits for this Site Plan, the developer agrees to obtain approval of, and fulfill required conditions of, all Ordinance(s) of Vacation or Encroachment associated with and/or required to build the project as depicted on the Site Plan referenced in Condition #1.

Irrespective of any other conditions set forth in this Site Plan, the developer agrees that no building, structure or utility of any type or kind shall encroach upon, or interfere with, the use of any property right or interest (easement or fee) of the County, unless all necessary Ordinances are applied for by the developer, and enacted by the County Board. Upon enactment by the County Board of such Ordinance(s), the developer agrees to comply fully with all of the conditions set forth in such Ordinance(s), including, but not limited to, recordation of any deeds, associated plats and/or Ordinance(s) among the land records of Arlington County, Virginia, payment of any required fees, approval of any plans, relocation of any public utilities, submittal of any required performance bonds and agreements, dedication or conveyance of any additional easements or other property interests, and payment of all required or agreed to compensation; such full compliance with the Ordinance(s) conditions to be completed before the Excavation, Sheeting and Shoring Permit is issued.

- **The following Conditions of site plan approval (#15 through #35) are valid for the life of the site plan and must be met by the developer before issuance of the Excavation/Sheeting and Shoring Permit.**
- 15. Coordination of these plans: final site development, landscape and site engineering
The developer agrees to attach the County Board meeting minutes outlining the approved conditions and the conditions themselves to each set of Building Permit drawings that they submit to the County. The developer agrees to submit to the Zoning Administrator and obtain approval from the County Manager a detailed final landscape plan prior to issuance of the Excavation/Sheeting and Shoring Permit. The final landscape plan shall be submitted at a

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scale of 1 inch = 25 feet, in conjunction with the final civil engineering plan as required in Condition #18 below, as well as a vicinity map with major streets labeled. The final landscape plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia. The developer further agrees that the final landscape plan and the final civil engineering plan shall verify, by means of survey, that there are no conflicts between the street trees and utilities. The developer shall obtain approval by the County Manager for both plans as meeting all requirements of the County Board's site plan approval and all applicable county laws and plans before the issuance of the Excavation/Sheeting and Shoring Permit. The plan shall be consistent with the conceptual landscape plan approved as a part of the site plan, and, at a minimum, shall conform to: the landscaping requirements in Conditions #16 and 21 below; the *Arlington County Streetscape Standards* if applicable; the Sector Plans if applicable; the County's landscaping, planting, and sidewalk and driveway construction specifications; and/or other applicable urban design standards approved by the County Board. In order to facilitate comparison with the final civil engineering plan, the landscape plan shall be at a scale of 1 inch = 25 feet; the County may require more detailed plans appropriate to landscape installation at a larger scale to also be submitted. The County may permit minor changes in building, street and driveway locations and other details of design as necessitated by more detailed planning and engineering studies if such changes are consistent with the provisions of the Zoning Ordinance governing administrative approval and with the intent of the site plan approval. The landscape plan shall include a Street Tree Plan which shall be reviewed by DPRCR and DCPHD, and shall be accompanied by the civil engineering plan. The installation of all plant materials shown on the final landscape plan shall take place before the issuance of the first Certificate of Occupancy for the respective phase of construction, or at an appropriate time based on the planting season and the availability of planting materials as determined by the DPRCR Urban Forester and DCPHD. The final landscape plan shall include the following details:

- a. The location and dimensions of traffic signal poles and control cabinets, utility meters, utility vaults and boxes, transformers, mechanical equipment, fire hydrants, standpipes, storm water detention facilities, bus stops, the location of all existing and proposed utility lines and of all easements. The location of traffic control cabinets shall be shown on the final civil engineering plan and placed so they do not obstruct pedestrian travel or be visually obtrusive. Traffic control cabinets (existing or proposed) shall not be located in the pedestrian clear zone of the public sidewalk, including but not limited to access areas to ADA ramps, crosswalks, building entrances, and interior walkways. Transformers shall not be placed above grade in the setback area between the building and the street.
- b. Unless otherwise shown on the plans dated February 6, 2008, intake and exhaust garage ventilation grates may not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The developer agrees to provide drawings showing how the garage will be ventilated as part of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. The developer shall obtain approval from the County Manager of the location and screening of all ventilation grates as part of the review of the final civil engineering plan and the final landscape plan before issuance of the Footing to Grade Permit.
- c. The location, dimensions, materials, and pavement pattern, where applicable, for driveways and access drives, automobile drop-off areas, ADA ramps, driveway aprons, service drives, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet. All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager according to adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the final landscape plan.
- d. The location and types of light fixtures for streets, parking, walkway and plaza areas, and associated utilities, as contained in the lighting plan required in Condition #53 below.
- e. Topography at two (2) foot intervals, the finished first floor elevation of all structures, and top-of-slab elevation for any proposed underground structures.
- f. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including but not limited to dimensions, size, style(s), materials(s), finish(s) and manufacturer(s) of seating, bollards, trash receptacles, bike racks, arbors, trellises, and water features, and other landscape elements or structures. Include public art information, if known.

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- g. The location and planting details for street trees in accordance with Department of Environmental Services Standards and Specifications for planting in public rights-of-way and as shown on the final civil engineering plan.
- h. The limits of demolition and construction.
- i. The developer agrees to construct the rear drive adjacent to the Wakefield Townhouses with pervious interlocking concrete pavers that support all vehicular loads.
- j. The developer agrees to install, at the developer's expense, multi-space parking meter machines of style and location, as determined by the County Manager, along the Wilson Boulevard frontage adjacent to the site and the North Glebe Road frontage adjacent to the site and as specified in Condition #86.

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

Landscape Standards

16. The developer agrees that all landscaping shall conform to Division of Transportation Standards and Specifications and to at least the following requirements:
- a. Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:
 - (1) Major deciduous trees (shade or canopy trees such as Oaks, Maples, London Plane Trees, Japanese Zelkovas, etc.) other than street trees—a minimum caliper of 4 to 4 1/2 inches, except as indicated in Condition #21 below.
 - (2) Evergreen trees (such as Scotch Pines, White Pines, Hemlocks, etc.)—a minimum height of 7 to 8 feet.
 - (3) Ornamental deciduous trees (such as Cherries, Dogwoods, Serviceberries, Hornbeams, etc.)—a minimum caliper of 3 to 3 1/2 inches. Multi-stem trees shall not be less than 10 feet in height.
 - (4) Shrubs—a minimum spread of 18 to 24 inches.
 - (5) Groundcover—in 2 inch pots.
 - b. The developer agrees to coordinate with the DPRCR urban Forester to determine an appropriate and acceptable season in which to conduct planting. Planting is to occur during a season so as to best ensure the viability of the plantings. In addition, the developer agrees to plant all landscaping prior to issuance of the first Certificate of Occupancy Permit, or at an appropriate time based on the planting season and the availability of planting materials as determined by the DPRCR Urban Forester and DCPHD.
 - c. All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.
 - d. Exposed earth not to be sodded or seeded shall be well-mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.
 - e. Soil depth shall be a minimum of four (4) feet plus 12 inches minimum of drainage material for trees and tall shrubs and three (3) feet for other shrubs. This requirement shall also apply to those trees and tall shrubs in raised planters. Soil depth for raised planters shall be measured from the bottom of the planter to the top of the planter wall. The walls of raised planters shall be no higher than seat-wall height (2 1/2 feet, maximum) above the adjacent finished grade.
 - f. Finished grades shall not exceed a slope of three to one or the grade that existed before the site work began.
 - g. The developer agrees to maintain the site in a clean and well-maintained condition before the issuance of the Clearing, Grading and Demolition Permit and agrees to secure and maintain the site throughout the construction and phasing process. Further, the developer agrees to submit a maintenance agreement

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which shall ensure that all plaza areas and other landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the site plan and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 32A of the Zoning Ordinance.

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

Utility Company Contacts

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

Final site engineering plan approval by DOT

- 18. The developer agrees to submit final site engineering plans the Division of Transportation. The plans shall include a receipt from the Zoning Office that the landscape plan has been accepted. Staff comments on the final engineering plans will not be provided to the developer without submission of the landscape plan to the Zoning Office. The plans shall be drawn at the scale of 1 inch = 25 feet and be 24 inches by 36 inches in size. Neither the Excavation/Sheeting and Shoring permit nor the first Building Permit shall be issued until final site engineering plans which agree with the approved final site development and landscape plans, and the sequence of construction, has been approved by the Division of Transportation and the CPHD Site Planner, as consistent with all site plan approval requirements and all County laws. To ensure final sign-off, the plans shall include CPHD Site Planner review and signature blocks. Upon completion of the construction of a project, the developer agrees to submit one (1) set of as-built mylar plans for sanitary, storm sewer and water main construction to the Division of Transportation for recording.

Pavement, Curb and Gutter Along All Frontages

- 19. The developer agrees to show on the final engineering plans pavement, curb and gutter along all frontages of this site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first Certificate of Occupancy for occupancy of the applicable phase of the project.
 - a. The developer agrees to construct new curb and gutter along North Wakefield Street, which results in a varying street cross section of approximately 34 feet to 36 feet, as shown on the final engineering plan approved by the County Manager.
 - b. The developer agrees to construct new curb and gutter along proposed Ninth Street North, which results in a varying street cross section of approximately 27 feet-6 inches to 36 feet-6 inches, as shown on the final engineering plan approved by the County Manager.
 - c. The developer agrees to construct new curb and gutter along the west side of North Glebe Road in accordance with Arlington County Glebe Road Pedestrian Safety Improvement plans as approved by Virginia Department of Transportation and Arlington County, as shown on the final engineering plan approved by the County Manager.
 - d. The developer agrees to construct new curb and gutter along the north side of Wilson Boulevard in approximately its current location, as shown on the final engineering plan approved by the County Manager.
 - e. The developer agrees to construct new curb and gutter along the east side of North Woodrow Street in approximately its current location, as shown on the final engineering plan approved by the County Manager.
 - f. The developer agrees to construct handicap ramps and nubs at the northeast, northwest and southeast corners of the intersection of Wilson Boulevard and North Wakefield Street and crosswalks of materials as approved by the County, built per Arlington County Standards, across North Wakefield Street and Wilson Boulevard, as shown on the final engineering plan approved by the County Manager.
 - g. The developer also agrees to construct handicap ramps and a nub off-site at the southeast corner of the intersection of Wilson Boulevard and North Wakefield Street if deemed necessary during final engineering

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with crosswalks of materials as approved by the County, built per Arlington County Standards, across North Wakefield Street and Wilson Boulevard, as shown on the final engineering plan approved by the County Manager.

- h. The developer agrees to construct handicap ramps and nubs at the northeast and northwest corners of the intersection of North Woodrow Street and Wilson Boulevard and crosswalk of materials as approved by the County, built per Arlington County Standards, across North Woodrow Street, as shown on the final engineering plan approved by the County Manager.
- i. The developer agrees to construct handicap ramps at the northeast and southeast corners of the intersection of North Wakefield Street and Ninth Street North and crosswalk of materials as approved by the County, built per Arlington County Standards, across Ninth Street North, as shown on the final engineering plan approved by the County Manager.
- j. The developer agrees to construct a mid-block pedestrian crossing on North Glebe Road at the north side of Ninth Street North and a crosswalk of materials as approved by the County, built per Arlington County Standards, across North Glebe Road. The developer also agrees to reconstruct the median along North Glebe Road at the intersection of Ninth Street North to include a pedestrian refuge as generally shown on the final engineering plan and as described in, and subject to the timing of, Condition #81, and approved by the County Manager, subject to approval by the Virginia Department of Transportation.
- k. The developer agrees to improve the northwest corner at the intersection of N. Glebe Road and Wilson Boulevard as generally shown on the exhibit titled "Wilson Blvd. & N. Glebe Rd. Intersection Plan" dated February 15, 2008. The improvements include handicap ramps, reconstruction of the corner island, and a crosswalk of materials as approved by the County, built per Arlington County standards. The developer agrees to coordinate with Arlington County and Virginia Department of Transportation (VDOT) for the Intersection improvements prior to the submission of the first building permit for Office Building A. If the county has not proceeded with installation of the improvements prior to issuance of the first Certificate of Occupancy for Office Building A, the developer shall construct the improvements. If the developer does not receive approval from VDOT prior to the first Certificate of Occupancy for Office Building A, the developer shall construct the curb and gutter at approximately its current location as approved by the CM or his designee. If the county has not proceeded with installation of the improvements prior to Master Certificate of Occupancy for the final phase of the project, the developer agrees to construct the improvements.
- l. The developer agrees to show two left-hand turn lanes on eastbound Wilson Boulevard at the intersection of North Glebe Road as part of the final engineering plans approved by the County Manager. The applicant is not responsible for constructing these improvements.
- m. The developer agrees to furnish and install anti-gridlock measures at the intersection of North Vermont Street and Wilson Boulevard to include a sign that reads "DO NOT BLOCK INTERSECTION" and the painting of a stop bar on eastbound Wilson Boulevard, as shown on the final engineering plans approved by the County Manager.

All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations. The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval; provided, however, that the provision of such improvements shall not increase the projected cost anticipated for such improvements as shown on the site plan drawings dated February 6, 2008 unless the County provides additional funding to offset such increased cost.

20. Survey Monuments

The developer shall submit a boundary survey of the site, with an error of closure within the limit of one (1) in twenty thousand (20,000), related to the Virginia Coordinate System of 1983 (VCS 83). Two (2) adjacent corners or two points on every plan sheet shall be referenced to the VCS 83 with coordinate values shown in feet. If a conversion from meters to feet is necessary, the foot definition used for conversion is the U.S. Survey Foot of 1 ft = 1200/3937 E+00 meters. If the development is located more than one-half mile from an Arlington County Survey Control Network (ACSCN) monument, the developer shall utilize a Virginia Licensed Land Surveyor to establish a permanent second order accuracy (or higher) survey control monument. The surveyor shall comply with standards and specifications contained in the current VDOT Survey Manual. The surveyor will be required to submit his or her

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computations to the Office of the County Surveyor for inclusion into the ACSN. Plans referenced to the VCS 83 shall be annotated as follows: "The site shown hereon is referenced to the Virginia Coordinate System of 1983 as computed from a field survey which ties this boundary to the Arlington County Survey Control Network."

21. **Sidewalk Design and Improvements**

The developer agrees that the final sidewalk pattern/design and final selection of materials and colors to be used shall be as determined by the County Manager on the final landscape plan and final civil engineering plan, in accordance with the Arlington County Streetscape Standards or other applicable urban design standards approved by the County Board and in effect at the time of the final landscape plan approval. The clear pedestrian zone of all public sidewalks shall also be indicated.

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

- a. Continue across all driveway aprons for loading and garage entrances along all frontages of the site plan, and there shall be no barriers to impede the flow of pedestrian traffic.
- b. Not be less than six feet wide at any point, except as stated in this condition.
- c. Allow encroachments by sidewalk cafes only in accordance with Condition #67 and under the provisions of the Arlington County Streetscape Standards.
- d. Allow pinch-points only under the provisions of the Arlington County Streetscape Standards.
- e. Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval and under the provisions of the Arlington County Streetscape Standards.
- f. Not contain joints or use patterns that create gaps of ¼-in depth or greater at spacings of less than 30".

The developer further agrees to construct the sidewalk improvements detailed below prior to the issuance of the first Certificate of Occupancy for occupancy of the applicable phase of the project, unless otherwise required in Condition #70.

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

North Glebe Road – A minimum 20-foot sidewalk measured from the back of curb, including a minimum 14-foot, 4 inch clear sidewalk along North Glebe Road in addition to pedestrian lighting and 5-foot by 12-foot tree pits, unless otherwise approved by the County Manager on the final engineering plan. The tree pit areas will be planted with 4 to 4 ½ inch caliper Red Maple street trees, and such ground cover as *liriope muscarii*, *hypericum*, *calycinum* (Aarons Beard), or *juniperus conferta* (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.

Wilson Boulevard – A minimum 9-foot wide clear sidewalk for the section from North Glebe Road to North Wakefield Street and a minimum 8-foot wide clear sidewalk for the section from North Wakefield Street to North Woodrow Street, measured from back of curb, in addition to pedestrian lighting, plus additional width to the south as shown on the plans dated February 6, 2008. This additional width shall include a minimum 6.5- or 7-foot wide planting strip as shown in the plans identified above, planted with 4 to 4 ½ inch caliper Willow Oak street trees, and such ground cover as *liriope muscarii*, *hypericum*, *calycinum* (Aarons Beard), or *juniperus conferta* (Shore Juniper), placed approximately 30 feet apart on center or as shown on the plans, and a minimum of eight (8) inches from back of curb.

North Wakefield Street (East Side - South of Ninth Street North) – A minimum 11-foot wide sidewalk measured from the back of curb, including a minimum 6-foot clear sidewalk in addition to pedestrian lighting, and a 5-foot wide planting strip starting at the back of the curb planted with 4 to 4 ½ inch caliper Scarlet Oak street trees, and such ground cover as *liriope muscarii*, *hypericum*, *calycinum* (Aarons Beard), or *juniperus conferta* (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.

North Wakefield Street (East Side - North of Ninth Street North) – A minimum 9-foot wide sidewalk measured from the back of curb, including a minimum 5-foot clear sidewalk in addition to pedestrian lighting, and a

4-foot wide planting strip starting at the back of the curb planted with 4 to 4 ½ inch caliper Scarlet Oak street trees, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.

North Wakefield Street (West Side – Adjacent to Jordan Manor Site) – A minimum 11-foot wide sidewalk measured from the back of curb, including a minimum 6-foot clear sidewalk that transitions to the 5-foot clear sidewalk to the north, in addition to pedestrian lighting, and a 5-foot wide planting strip starting at the back of the curb planted with 4 to 4 ½ inch caliper Scarlet Oak street trees, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.

North Wakefield Street (West Side – North of Jordan Manor Site) – A minimum 7-foot wide sidewalk measured from the back of curb, including a minimum 5-foot clear sidewalk and a 2-foot wide planting strip starting at the back of the curb planted with sod.

North Woodrow Street – A minimum 11-foot wide sidewalk measured from the back of curb, including a minimum 6-foot clear sidewalk along North Woodrow Street in addition to pedestrian lighting and a 5-foot wide planting strip starting at the back of the curb planted with 4 to 4 ½ inch caliper Littleleaf Linden street trees, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.

Ninth Street North – A minimum 12-foot wide sidewalk measured from back of curb, including a minimum 8-foot clear sidewalk in addition to landscape pots and pedestrian lighting in a 4-foot wide planting strip with Paperbark Maple street trees in planting pots, and such ground cover as liriope muscarii, hypericum, calycinum (Aarons Beard), or juniperus conferta (Shore Juniper), placed approximately 30 feet apart on center and a minimum of eight (8) inches from back of curb.

Subsurface Structure-free Zone for Utilities and Streetscape

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

Water Service Requirements

23. The developer agrees that the location of the water services will be determined at the time of the review of the final engineering plan in accordance with the following standards: water meter installations shall be located behind and adjacent to the curb line in an area clear of driveways, a minimum of five (5) feet clear of other utilities and a minimum of 10 feet clear of structures; a clear space 15 feet wide by 20 feet long by 10 feet deep shall be provided for three (3) inch and four (4) inch meter installations, and 20 feet wide by 25 feet long by 10 feet deep for six (6) inch and larger meter installations; and the building walls shall be adjusted as necessary to provide these clearances.

Sanitary Sewer and Water Main Requirements

24. The developer agrees that all sanitary sewers and water mains, including water services, shall have a minimum of ten (10) feet horizontal clearance from each other and five (5) feet clearance from all other utilities, and shall have a minimum of 10 feet horizontal clearance from buildings and other structures. Water mains 16 inch and larger, and mains placed more than 10 feet deep shall have a minimum of 15 feet horizontal clearance from buildings and other structures; and sanitary sewers 15 inches and larger, or sewers placed more than 10 feet deep shall have 15 feet minimum clearance from buildings and other structures. All water mains and sanitary sewers shall meet County Standard design criteria.

The developer agrees that the minimum clear horizontal separation between each individual barrel of the sanitary sewer and proposed buildings or other permanent structures shall be as follows: 10 feet from the center line of sanitary sewer mains less than 27 inches in diameter and 10 feet or less in depth; 15 feet from the center line of sanitary sewer mains less than 27 inches in diameter and greater than 10 feet in depth; 15 feet plus half the diameter from the center line of sanitary sewer mains greater than 27 inches in diameter, at any depth. These requirements shall not apply to any sanitary sewer lines that are abandoned in place.

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Existing Water Main or Fire Hydrant Service

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

Water Main Improvements

26. The developer agrees to show, on the final engineering plans, water main improvements in accordance with the following. The water main improvements shall be constructed prior to issuance of the Final Building Permit for the respective phases of construction.
- a. The developer agrees to replace approximately 760-feet of existing 8-inch water main in Wilson Boulevard between North Glebe Road and North Woodrow Street with new 12-inch water main.
 - b. The developer agrees to replace approximately 610-feet of existing 6-inch water main in North Wakefield Street from Wilson Boulevard to the cul-de-sac with a new 8-inch water main.
 - c. The developer agrees to replace approximately 220-feet of existing 6-inch water main in North Woodrow Street along the entire site frontage with a new 8-inch water.
 - d. The developer agrees to abandon all existing water mains being replaced and reconnect all service connections and other appurtenances to the new replacement water main.
 - e. The developer agrees to connect all newly installed townhouse water services and water meters to new water mains.
 - f. The developer agrees to construct all water service connections and water main leading to the new water meters for Office Building A and the AHC Building. Arlington County agrees to install water meter vaults upon payment of appropriate water meter fees by the developer.

Sanitary Sewer Main Improvements

27. The developer agrees to show, on the final engineering plans, and to construct sanitary sewer main improvements in accordance with the following. The sanitary sewer main improvements shall be constructed prior to the issuance of the Final Building Permit.
- a. The developer agrees to abandon in place approximately 173 feet of 8-inch sanitary sewer line at the intersection Wilson Boulevard and Glebe Road from existing Arlington County manholes 13110 to 1204.
 - b. The developer agrees to abandon in place approximately 394 feet of existing 8-inch sanitary sewer along Wilson Boulevard from existing Arlington County manholes 1200 to 1208.
 - c. The developer agrees to abandon in place approximately 727 feet of 8-inch sanitary sewer located in Glebe Road from existing Arlington County manholes 1204 to 1198.

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

Horizontal Standpipe or Fire Hydrant Requirements

28. The developer agrees to show, on the final engineering plan, horizontal standpipes or fire hydrants at intervals of not more than 300 feet in order to provide adequate fire protection. The County shall specify kind of service and locations at the time of the final site engineering plan approval based on applicable safety standards. The fire hydrants shall be installed prior to the issuance of the Final Building Permit, and horizontal standpipes shall be installed prior to the issuance of the first Certificate of Occupancy.

The developer agrees to provide calculations to demonstrate the needed fire flow as defined in the Arlington County Department of Environmental Services Construction Standards and Specifications Manual. This information shall be clearly shown on the cover sheet of each plan set submitted.

Replacement of Damaged Existing Curb, Gutter and Sidewalk

29. The developer agrees to remove and replace, according to the Arlington County Department of Environmental Services Construction Standards and Specifications Manual, any existing curb, gutter and sidewalk along the street frontages of this site which is in poor condition or damaged by the developer, prior to the issuance of the first Certificate of Occupancy.

Street Lighting Requirements

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

The developer agrees to purchase and install Virginia Power "Carlyle" standard street lights along all frontages of the site in accordance with adopted County Street Lighting Policy. The height of the street lights shall be 16 feet, measured from the sidewalk to the base of the luminaire, along Glebe Road, Wilson Boulevard, and Ninth Street North, and 12 feet along North Wakefield and North Woodrow Streets. Single globe street lights shall be installed on the Ninth Street North, North Wakefield Street, and North Woodrow Street frontages of the site, and double globe street lights shall be installed on the Glebe Road and Wilson Boulevard frontages of the site. The developer agrees to remove all standard thoroughfare lights from the site, unless the County decides that one or more are required to provide adequate lighting for street safety purposes at intersections. The developer agrees to pay the cost of moving existing or installing additional standard thoroughfare lights if required above.

Underground Existing Aerial Utilities

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

Off-street Parking for Construction Workers.

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

Address Indicator Signs

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

Façade Treatment of Buildings

34. The developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be as specified and shown on the submitted drawings identified in Condition #1 and as presented to the County Board and made a part of the public record on the County Board date identified in Condition #1, including all renderings, drawings, and presentation boards presented during public hearings. The developer agrees to submit colored drawings and renderings which label the materials and colors for each elevation of the building, including interior elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), and material samples, for review by the County Manager for consistency with this site plan approval prior to the issuance of the Footing to Grade Permit. The main facing material of the rear (east) elevation of the Wakefield Street Townhouses may be revised to brick at the developer's option. The developer further agrees to obtain the approval of the County Manager of the façade treatment as being consistent with the County Board approval before the issuance of the Final Building Permit.

The developer agrees that all retail storefronts of Office Building A, and all frontages of Office Building B, along public rights-of-way and along Ninth Street North, are required to have an overall minimum transparency of 50% as measured from floor to ceiling. In addition, the portion of the retail storefronts and frontages described above that is

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located between three and eight feet from grade is required to be at least 80% transparent. The purpose of this condition is to allow pedestrians to view the activity within the retail establishment and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. "Transparency" shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment where human activity normally occurs and shall not be satisfied by views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like. Provided that the exterior material is glass or other transparent material, a tenant may apply to the County Board for a site plan amendment to grant an exception to this condition for a specified duration.

The developer agrees to design and implement a decorative treatment for all parking garage and loading dock doors, and for all louvers on the facades of Office Building A and Office Building B, that provides pedestrian and visual interest, and architectural compatibility, with the surrounding building façade. This design shall be submitted as part of the façade plans.

The developer further agrees to include details of lighting the Bob Peck showroom reproduction diamonds as part of the final façade plans.

Recordation of Public Easements and Dedications

35. All required public deeds of easement and deeds of dedication shall be submitted to the Division of Transportation prior to the issuance of the Excavation/Sheeting and Shoring Permit, and be approved and recorded among the land records of the Clerk of the Circuit Court of Arlington County, by the developer before the issuance of the Final Building Permit. The developer agrees that there shall be no building construction within the easement area without approval by the County Manager or the County Board. Deeds of dedication granted by the developer for street and public right of way purposes and improvements shall be dedicated in fee simple to the County. Deeds of dedication granted by the developer for improvements, including, but not limited to, sidewalks, street trees, other streetscape plantings, and water, storm sewer, sanitary sewer, and other utilities, may be dedicated by easement to the County.

- **The following conditions of site plan approval (#36 through #44) are valid for the life of the site plan and must be met by the developer before issuance of the Footing to Grade Structure Permit.**

Plat of Excavated Area

36. The developer agrees to submit one (1) plat, drawn at the scale of 1 inch = 25 feet and 24 inches x 36 inches in size, of the excavated area showing spot elevations which confirm that the construction drawings are consistent with the average site elevation, and with the building's ground floor elevation(s) at the building's lowest level(s), as approved by the County Board and as indicated in the plans referenced in Conditions #1 and #10 above.

Public Improvements Bond

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

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

Underground Electrical Transformers

38. The developer agrees that all new electrical transformers, except as shown on the plans dated February 6, 2008, shall be placed underground in vaults which meet Virginia Power standards. These vaults may be placed in the street right-of-way or in driveways if approved by the County on the final site engineering plan. Ventilation grates may not be located within public sidewalks or streets, or within areas used as a walkway between the street curb and any building. The locations of the vaults shall be coordinated with other utility locations so as to have a minimum clearance of five (5) feet to conduits and manholes and a minimum clearance of 10 feet to water mains and sanitary sewers unless otherwise approved by the owner of that utility. The developer shall obtain approval from the County Manager on the location of all vault ventilation grates and utilities as part of the review of the final site engineering plan and the final site development and landscape plan before the issuance of the Footing to Grade Structure Permit.

Interior Trash Collection and Recycling Areas

39. The developer agrees that, except for the townhouses, interior space shall be provided and used for the collection, storage, compaction, and removal of trash, as well as appropriate facilities for the recycling of reusable materials as defined by the County. The collection, storage, compaction, and removal of trash shall not occur outside the interior loading space. This space may not conflict with the use of a loading berth. The developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition before the issuance of the Footing to Grade Structure Permit. The developer agrees that neither Building B nor the AHC building shall be serviced by trucks longer than 40 feet for loading, deliveries, or trash removal. Use of the loading docks for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 9:00 am to 4:00 pm and 6:00 pm to 8:00 pm on weekdays and 9:00 am to 6:00 pm on weekends and holidays. The loading dock doors shall be closed when the loading dock is in use, except when necessary for entrance or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures. If any tenant demonstrates the need, based on the nature of the tenant's business, for earlier deliveries, for example of baked goods or other perishable items, to accommodate morning patrons, the hours may be administratively changed by the Zoning Administrator through an Administrative Change request and notifications to the tenants of the buildings on the site. Any common trash containers exterior to the townhouses shall be enclosed and screened from view.

Interior Loading Spaces

40. The developer agrees that, except for the townhouses, all loading spaces shall be in the interior of the building and shall also comply with the following requirements: minimum 12-foot clear width (including entrances), 40-foot length and 14-foot height clearance. Any loading dock to be used for trash removal shall have a minimum interior height clearance of 15.5 feet. All loading docks shall contain roll-down doors. The developer agrees that neither Building B nor the AHC building shall be serviced by trucks longer than 40 feet for loading, deliveries, or trash removal. Use of the loading dock for deliveries and trash pick-ups, excluding moving vans, shall be limited to the hours from 9:00 am to 4:00 pm and 6:00 pm to 8:00 pm on weekdays, and 9:00 am to 6:00 pm on weekends and holidays. If a tenant demonstrates the need for deliveries at other times, for example of baked goods or other perishable items, the hours may be administratively changed by the Zoning Administrator through an Administrative Change request. The loading dock door shall also be closed with the loading dock is in use, except when necessary for entry and exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

Parking Garage Van Access

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

Parking Space Compliance with Zoning Ordinance

42. The developer agrees to ensure that all parking spaces comply with the requirements of Section 33 of the Zoning Ordinance. Unless otherwise approved by the County Board, the number of compact spaces may not exceed the Zoning Ordinance requirement. The developer shall submit drawings showing that these requirements are met, and shall obtain approval by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit.

Bicycle Storage Facilities

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

Office and Residential Bicycle Storage Facilities:

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

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

Employee and resident bicycle parking facilities shall be highly visible to the intended users and protected from rain and snow within a structure shown on the site plan. The facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress. The facilities for office users and resident bicycle parking must meet the acceptable standards for Class I storage space as contained in the Arlington Bicycle Transportation Plan, dated April 1994 with Amendments through March 2003, and be highly visible from an elevator entrance, a full-time parking attendant, a full-time security guard or a visitor/customer entrance. Visitor parking must be located within 50 feet of the primary building entrance. Any bicycle parking racks used on the site must conform to the Arlington County Standard or be approved by the Bicycle and Pedestrian Program Manager. Drawings

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showing that these requirements have been met shall be approved by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit. Residential condominium covenants shall not prohibit the storage of bicycles in individual condominium units.

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

Retail Bicycle Storage Facilities:

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

Emergency Vehicle Access/support on Parking and Plaza Areas

44. The developer agrees to construct all plaza areas used for vehicular access and all surface parking areas to support the live load of any fire apparatus. Architecturally designed bollards or curbs shall be used on pedestrian plazas to separate the areas intended for emergency vehicle use from areas intended for pedestrian use. No above-grade structure shall be allowed to obstruct fire lanes. The requirements of this condition shall be incorporated in the drawings submitted for the Footing to Grade Structure Permit.

- **The following conditions of site plan approval (#45 through #49) are valid for the life of the site plan and must be met by the developer before the issuance of the Final Building Permit.**

Wall Check Survey

45. The developer agrees to submit one (1) original and three (3) copies of a wall check survey to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #1 and #10 above.

Screening of Mechanical Equipment

46. Mechanical equipment shall be screened so as not to be visible from public rights-of-way.

Use of Penthouse

47. The use of any penthouse shall be limited to mechanical equipment and equipment maintenance space or telecommunication transmitter and/or receiver equipment as required in Condition #58 below.

Review by Crime Prevention Through Environmental Design (CPTED) Practitioner

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

FAA Documentation

49. The developer agrees to obtain from the Federal Aviation Administration (FAA), before the issuance of the final building permit, a written statement that the project is not a hazard to air navigation or that the project does not require notice to or approval by the FAA.

- **The following conditions of site plan approval (#50 through #55) are valid for the life of the site plan and must be met by the developer before the issuance of the First Certificate of Occupancy.**

Comprehensive Sign Plan

50. The developer agrees to develop and submit a comprehensive sign plan and that all exterior signs (including identification and directional signage) shall be consistent with the guidelines contained in "Sign Guidelines for Site Plan Buildings" and with Section 34 of the Zoning Ordinance. The Zoning Administrator shall determine whether the signs meet the standards of the guidelines and the Ordinance. No sign permits will be issued until a comprehensive sign plan is approved. The developer agrees to obtain approval from the Zoning Administrator of the comprehensive sign plan before the issuance of the first Certificate of Occupancy. All proposed rooftop signs, defined as all signs that are 35 feet or more above the ground, shall require a site plan approval or amendment.

Transportation Management Plan

51. There are four development Components of the Site Plan: Office Building A, Office Building B, AHC Building and the Townhouses ("Site Plan Components"). The developer of each Site Plan Component, agrees, as to its respective obligations set forth below, to develop and implement a Transportation Management Plan (TMP) in order to achieve the desired results of the Arlington County Transportation Demand Management (TDM) program. Each developer agrees to obtain the approval of the County Manager or his designee for such plan before the issuance of the first Certificate of Occupancy for Site Plan Component.

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

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

A. Program Participation and Funding

1. Maintain an active, on going relationship with Arlington Transportation Partners (ATP), or successor entity, at no cost to the developer, on behalf of the property owner. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.
2. Designate a member(s) of each building management as Property Transportation Coordinator to be a primary point of contact with the county and undertake the responsibility for coordinating and completing all TMP obligations. The developer and/or building management will provide, and keep current, the name and contact information of the PTC to ACCS. The Property Transportation Coordinator shall be appropriately trained, to the satisfaction of ACCS, to provide rideshare, transit, and other information provided by Arlington County intended to assist with transportation to and from the site. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.
3. In addition to supporting the ongoing activities of the Property Transportation Coordinator and other commitments of this TMP, contribute \$15,500 per year for Building A for thirty (30) years, \$7,150 per year for Building B, for thirty (30) years, \$300 per year for thirty (30) years for the townhouse development, and \$1,000 per year for thirty (30) years for the AHC Building to the Arlington County Commuter Services (ACCS) to sustain direct and indirect on-site and off-site services in support of TMP activities. Payment on this commitment will begin for each Site Plan Component as a condition of issuance of the first Certificate of Occupancy for the first tenant and/or resident for that Site Plan Component. Subsequent payments will be made each year on the anniversary of the issuance of the first certificate of occupancy. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.
4. Promote the formation of Employer Transportation Benefit Programs with each tenant of the commercial building(s). Applies only to Office Building A and Office Building B Site Plan Components.
5. Provide SmarTrip cards plus \$60.00 Metro fare media per person, for free, to each office tenant for the benefit of their employees to be distributed to each initial office tenant at initial lease-up of the building. Applies only to Office Building A and Office Building B Site Plan Components.
6. Provide SmarTrip cards plus \$60.00 Metro fare media per person, for free, to each on-site employee of the property management company and/or building operator distributed no later than the employee's first day of work at the building. Provide or administer a sustainable commute benefit program for these employees (the program shall include, at a minimum, pre-tax employee contributions. Applies only to Office Building A,

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7. Provide SmarTrip cards plus \$60.00 Metro fare media per person, for free, to each office tenant for the benefit of their employees to be distributed to each initial retail tenant at initial lease-up of the building. Applies only to Office Building A and Office Building B Site Plan Components.
8. Provide a one time membership fee subsidy in a car sharing plan per residential unit. This subsidy shall be paid on proof of membership in a car share service by initial occupancy lessees or purchasers. Applies only to AHC Building and Townhouse Site Plan Components.
9. Provide one (1) SmarTrip card plus \$60.00 Metro fare media for free, one time, to each residential lessee or purchaser of each unit limited to two persons per unit, distributed no later than the day of move in at the building. Applies only to AHC Building and Townhouse Site Plan Components.

B. Physical Facilities and Improvements.

1. Comply with requirements of Site Plan conditions to provide bicycle parking/storage facilities, van access to the garage, showers and lockers, and construction worker parking. Bicycle clothing lockers will be a minimum size of 12" wide, 18" deep, 36" high and shall be available for use on a 24 hour basis in office buildings. Applies only to Office Building A and Office Building B Site Plan Components.
2. During construction, maintain or coordinate relocation of existing bus stops at the developers cost. Bus stops and shelters within 50 feet of the property shall be maintained free of snow, ice, trash, and debris. After of issuance of the Certificate of Occupancy for each building, a 6 foot wide path, clear of snow and ice, to the main entrance of the building shall be maintained to bus stops. The developer agrees to comply with all other requirements of Site Plan conditions related to bus stops and shelters. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
3. Up to six (6) car sharing spaces shall be provided, at the developer's cost, upon occupancy of the first Building A tenant, at a location within the Building A garage to be determined by the County Manager or his designee, on site. Prior to supplying these car-share spaces, 90-days notice and demonstrated demand from a car-share company is needed. These spaces shall be located convenient to the garage entrance, available to the members of the car sharing service twenty-four hours a day, seven days a week, without restrictions, (for security reasons the garage may be gated—members of the car sharing service would have access to the spaces via a key pad combination to a pass code system, or other similar device). There shall be internal and external signage to direct people to the spaces. Until requested, the spaces may be used for any parking use. Signs will be planned and included in the comprehensive sign plan for all buildings excluding the townhouses. The car sharing spaces shall be allocated from the spaces otherwise required for the project. Applies only to Office Building A Site Plan Component.

C. Coordinated Parking Management

1. Depict, as part of the parking management plan, an area parking plan encompassing all block faces around the site. This plan will include a schematic drawing regarding proposed locations for a two-space taxi stand, an accessible paratransit pick-up/drop-off location, bus stops, loading zones for delivery vehicles, visitor bicycle rack locations, car sharing spaces, and on-street parking spaces. Additionally, this plan will note any restrictions as to times that various activities (such as deliveries and parking) are permitted in the respective spaces. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.
2. Provide reserved spaces for carpools and vanpools that are conveniently located with respect to the elevators serving the building. For purposes of this benefit, at least one (1) of two (2) riders in a registered carpool must be a tenant of the applicable building and one (1) of six (6) riders in a registered vanpool must be a tenant of the applicable building. Applies only to Office Building A and Office Building B Site Plan Components.
3. Establish monthly parking rates for single occupant vehicles (SOV) consistent with comparable office buildings located in the Arlington County development corridors. Applies only to Office Building A and Office Building B Site Plan Components.
4. Provide registered vanpools with free parking. For purposes of this benefit, at least one (1) of six (6) riders in a registered vanpool must be a tenant of the applicable building. Applies only to Office Building A and

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Office Building B Site Plan Components.

5. Oversee program to provide carpools with a parking subsidy. For purposes of this benefit, at least one (1) of two (2) riders in a registered carpool must be a tenant of the applicable building. Subsidies will be:
 - (a) Two-person car pool equal to one-third the single-occupant vehicle monthly parking rate. Applies only to Office Building A and Office Building B Site Plan Components.
 - (b) Three-person (or more carpool) equal to two-thirds the single-occupant vehicle monthly parking rate. Applies only to Office Building A and Office Building B Site Plan Components.
6. No on-street loading will be permitted.

D. Promotions, Services and Policies

1. Provide website hotlinks to CommuterPage.comTM under a "transportation information" heading from the Site Plan Components' property websites regarding this development. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
2. Provide Transportation Information Center Displays, the number, content, design, and location of which shall be approved by ACCS / ATP, in each building to provide transportation related information and maintain a stock of information materials at all times. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
3. Provide access to building or grounds, upon request, to allow ATP and Metropolitan Washington Council of Governments' (MWCOG) Commuter Connections to promote group riding among tenants of the building. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
4. Encourage new tenants and employers to inform all new employees of the existence of the nearby Ballston Metro station, and encourage all employees to use Metrorail, Metrobus, Arlington Transit, or other services through the following means:
 - (a) Distribute in a new-tenant package, materials provided by Arlington County including site-specific transit-related information and SmarTrip cards to all employees. Packages will be distributed to each of the tenants' employees no later than their first full day of work at the building. Applies only to Office Building A and Office Building B Site Plan Components.
 - (b) Distribute a new-resident package, material provided by Arlington County, which includes site-specific ridesharing and transit-related information to each residential lessee, and / or condominium, and / or townhouse purchasers. Packages will be distributed to tenants and / or owners no later than the day of move-in. Applies only to AHC Building and Townhouse Site Plan Components.
 - (c) Provide information to tenant office and retail managers for their use as part of recruiting and employment materials regarding available commute options and assistance services. Applies only to Office Building A and Office Building B Site Plan Components.
 - (d) Distribute transit services information and promotional materials provided by Arlington County, Four (4) times per year to persons employed at or visiting the site. Information regarding transit route, schedules, fares, etc. shall be distributed to all tenant and owner employees and shall be displayed in common work areas. Applies only to Office Building A and Office Building B Site Plan Components.
 - (e) Participate in Ozone Action Days and other regionally sponsored clean air and traffic mitigation promotions by posting notice of such promotions in locations within the buildings acceptable to the developer. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
5. Encourage each of the building tenants to offer variable/flexible work hours to their employees in order to spread peak period transportation demands. Applies only to Office Building A and Office Building B Site Plan Components.

E. Monitoring and Performance

1. Upon approval of the TMP by the County, the developer of each Component agrees to implement all

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elements of the plan of its respective obligations for that Site Plan Component with assistance when appropriate by agencies of the County. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.

2. Conduct a transportation performance monitoring study at two years, five years, and ten years after issuance of first Certificate of Occupancy and provide a report summarizing findings report findings to the County. The County will specify the scope of the study. The study may include average vehicle occupancy, daily vehicle-trips to and from the site, and parking availability by time of day for the site and pedestrian traffic. Such report shall include an all-day count of site-generated vehicle traffic and a voluntary mode-split survey. The building owner and/or operator will assist and encourage tenant's employee participation in mode split surveys which may be of an on-line, email variety. Applies only to Office Building A, Office Building B and AHC Building Site Plan Components.
3. During the first year of start up of the TMP and on an annual basis thereafter, the developer of each Site Plan Component will submit an annual letter to the County Manager describing completely and correctly the TDM related activities of the site. Applies to all Site Plan Components: Office Building A, Office Building B, AHC Building and the Townhouses.

Residential Parking and Parking Management Plan

52. The intent of this condition is to ensure that at least one parking space is available in perpetuity for parking use by each residential unit in the project (not including the townhouses), except as approved for the AHC Building. Accordingly, the developer agrees to offer the use, for rental units, and the purchase or use for condominium units, of at least one parking space for each dwelling unit.

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

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

The developer agrees to submit to the Zoning Administrator individual parking management plans for the AHC Building and for the Townhouses, which outline how guest and visitor parking for each residential use will be provided, where the parking will be located and how guests and visitors will be directed to the parking spaces. Each parking management plan shall be submitted to the Zoning Administrator, and reviewed and approved by the County Manager, prior to the issuance of the first Certificate of Occupancy for the respective residential phase.

Lighting Plan for Public Areas

53. The developer agrees to include a lighting plan for all internal and external public areas, including parking areas as part of the final site development and landscape plan. This lighting plan shall be subject to review by the County Manager, including street lighting as described in Condition #30 above. The developer shall include in the site development and landscape plan certification that the lighting plan meets the minimum standards of the Zoning Ordinance, Section 2, Subsection H, and the Illumination Engineering Society of North America Standards. The developer agrees to obtain the approval of all lighting from the County Manager, after submission of the lighting plan to the Bluemont Civic Association for its review and comment, and to install approved lighting, before the issuance of the First Certificate of Occupancy for occupancy of the applicable phase of the project.

Documentation of Historical Artifacts, Features and Buildings

54. The developer agrees to be responsible for documenting any historical artifact or historical natural feature uncovered during construction on the site. This documentation shall include written notation describing the artifact or natural feature, color photographs, and mapping of the location and/or depth of the site excavation at which the item was found. The developer agrees to submit a copy of this documentation to Arlington County before issuance of the First Certificate of Occupancy.

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

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

55. **Availability of Site Plan Conditions to Residential Condos, Cooperatives and Homeowners Associations**
If the project component, as defined in Condition #1, includes a residential condominium or cooperative component, then the developer agrees that a copy of the conditions of this site plan approval shall be made available to all prospective purchasers of units within that component with the condominium's, cooperative's or homeowners association's bylaws or agreements. Documentation that this condition has been satisfied shall be provided to the County Manager before the issuance of the First Certificate of Occupancy for that component. If the project component, as defined in Condition #1, includes a residential rental component that is converted to a condominium or a cooperative, then the developer agrees that a copy of the conditions of this site plan approval shall be made available to all prospective purchasers of units within that component with the condominium's, cooperative's, or homeowners' association's bylaws or agreements prior to the issuance of the first Certificate of Occupancy following the conversion for that component.

- **The following condition of site plan approval (#56) is valid for the life of the site plan and must be met by the developer before the issuance of the Master Certificate of Occupancy.**

Building Height Certification

56. The developer agrees to submit, before the issuance of the Master Certificate of Occupancy for each phase of the site plan, drawings certifying the building height of that phase as measured from the average site elevation to both the building roof and to the top of the penthouse roof.

- **The following condition of site plan approval (#57) is valid for the life of the site plan and must be met by the developer within 180 days of receipt of the partial Certificate of Occupancy for full occupancy of each phase of the site plan.**

Obtain Master Certificate of Occupancy

57. The developer agrees to obtain a Master Certificate of Occupancy within 180 days of receipt of any partial Certificate of Occupancy for full occupancy of each phase of the site plan.

- **Post Certificate of Occupancy: the following Conditions of site plan approval (#58 through #63) are valid for the life of the site plan.**

County Installation of Telecommunications Transmitter and/or Receiver Equipment

58. In order to maintain the effectiveness of the County's public safety systems, the developer/applicant hereby agrees to grant to the County in perpetuity the right to install telecommunications transmitter and/or receiver equipment and conducting wire in or on the penthouse or top floor, and antennae and traffic monitoring systems on the roof of the proposed buildings in a location and design that is acceptable to the County and the building owner based on a reasonable exercise of judgment by both upon request by the County. The developer agrees to provide, upon request by the County, access to electrical service separately metered, including auxiliary electrical power, and telephone radio control lines to the penthouse in the defined area. Any radio transmitter or receiver equipment and antenna to be installed or used by others must not interfere with the emergency communication system of the County.

Structural Additions

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

Snow Removal

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60. The developer or owner agrees to remove snow from all interior streets and interior and exterior sidewalks, including accessibility ramps and gutter areas within crosswalks, within a reasonable time after snow has stopped falling but in no case later than snow removal provided for vehicular access to the site.
- Maintenance of Residential Common Areas**
61. If the project includes a residential component, then the developer agrees that the maintenance of the common area, walkways, private drives and parking areas which are tied to condominium units shall be provided for by the condominium's, cooperative's or homeowners association's bylaws or agreements consistent with Section 2.D.6 of the Zoning Ordinance.
- Retention of Approved Parking Ratio over Subdivided Site**
62. The developer agrees to provide parking for each building according to the approved parking ratio; when this parking is not located within the parcel designation of each building but located within the overall project, it shall continue to be committed to the entire project for purposes of administering the Zoning Ordinance.
- Retention of Approved Density over Subdivided Site**
63. The density allocated for any new construction pursuant to the site plan on the subdivided parcels of the site shall be the same as the approved density for the entire site. No additional density shall be allowed on any individual parcel formed by subdivision of the site.
- **The following unique site specific conditions (#64 through #89) are valid for the life of the site plan and must be met before the issuance of the permit specified in each Condition.**
64. **Retail Elements**
The developer agrees to market a minimum of 26,292 square feet of retail space located on the first floor of Office Building A and a minimum of 9,949 square feet of retail space located on the first floor of Office Building B to uses consistent with the approved Retail Action Plan for the Rosslyn-Ballston Corridor, dated January 2001 and the following:
1. The developer is encouraged to lease space designated for "personal or business services" in the Retail Action Plan to "Entertainment and Main Street Retail" businesses.
 2. The retail space shall be designed and used in a manner consistent with the (*Ballston Sector Plan*, adopted in 1980).
 3. Each separate retail space shall have direct access to the building's service corridor.
 4. The developer shall build out the retail space to include the rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions.
 5. Within the space labeled "multipurpose/retail" on the plans dated February 6, 2008, Office Building B may use up to a maximum of 3,300 square feet of ground floor space for the following uses as an alternative to retail use, only for the Ballston Science & Technology Alliance or similar non-profit entity: 1) up to 2,000 square feet for office use, and 2) the remainder for exhibit space that would be open to the public during at least the hours of operation of the ground floor retail space, except for periods when the exhibit space may be closed to the public to accommodate special events. The developer agrees to maintain the following minimum retail depth for the Office Building B retail frontage along Glebe Road: measuring from the back of the column on the north wall to the second column (moving south) along the east wall, no more than 50% of the linear frontage may have a depth of less than eight feet, and the remainder may have a depth of less than 12 feet; all retail frontage south of the north edge of the second column as described above must have a minimum depth of 30 feet.
- The developer agrees to submit an application for administrative change for any proposal for retail or other uses or parking not clearly consistent with the above. Any change in the use of the retail space from retail to office or other non-retail use, except as described in 5, shall require a site plan amendment.
- Public art site plan condition – standard language for Public art fund contribution**
65. The developer agrees to make a contribution to the Public Art Fund in the amount of \$75,000 to support County public art initiatives described in the Public Art Master Plan (adopted December 2004) and the goals of the Public Art Policy (adopted September 2000). Such contribution shall be made to the Public Art Fund prior to issuance of the first above grade building permit. If the contribution is made more than 12 months after site plan approval, the contribution amount will be adjusted based on the Consumer Price Index.

After-hours Parking in Office Garages

66. Prior to the issuance of the first Certificate of Occupancy permitting tenant occupancy in Office Building A or Office Building B, the developer agrees to submit to and obtain the County Manager's approval of a parking management plan which outlines how office tenant and visitor parking for the building, and parking for retail tenants' employees and customers, will be provided, where the parking will be located, what signs will be provided and where, how parking rates will be established, and how visitors and other users will be directed to the parking spaces. The developer further agrees a minimum of 47 retail spaces in Building A and 17 retail spaces in Building B will be available in the garage at all times the garage is open, with pricing as identified below. The County Manager shall approve the parking management plan if he finds that it is consistent with the purpose of permitting reasonable public use of the garage at reasonable rates, this approval, the parking requirements in the Zoning Ordinance, and the requirements below.

The parking management plan shall include, but not be limited to, the following elements:

Long-term Parking Pricing: The developer agrees that the garage's long-term parking rates will be comparable to those in the rest of the Rosslyn -Ballston corridor, and will be charged separately from tenant rents, effectively unbundling parking costs from the tenant leasing agreement.

Short-term Parking Pricing: The developer agrees to set parking rates for short-term parking, for the retail parking spaces and the parking after standard office hours, for the first two hours of parking with validation at a rate not to exceed two times the County's then current short-term meter rates. (Note: The 2007 Arlington County short-term parking meter rate is \$1.00 per hour.)

Night and Weekend Public Parking: The developer agrees to make all parking in the Office Building A and B garages available to the public on one of the following schedules, whichever will cause the parking to be open later.

- Monday - Thursday 6:00 p.m. to 12:00 a.m.
Fridays - 6:00 p.m. to 12:00 a.m.
Saturdays - 10:00 a.m. to 12:00 a.m.
Sundays -10:00 a.m. to 10:00 p.m.
All legal holidays - 10:00 a.m. to 12:00 a.m.
- or -
- From the opening times stated above until the close of business of retail operations.

Signs: In accordance with the approved parking management plan, the developer agrees to install appropriate signs that clearly indicate the location of public parking and the above prices and procedures.

Outdoor Cafes

67. Outdoor cafes shall be permitted in the public right-of-way or within public easements along Glebe Road, Wilson Boulevard, and Ninth Street North in accordance with the applicable provisions of the Zoning Ordinance, with a maximum seating area and all other applicable requirements as set forth in the Zoning Ordinance and as determined by the Zoning Administrator. A minimum of ten (10) feet of clear sidewalk width along North Glebe Road and Wilson Boulevard and eight (8) feet of clear sidewalk width along Ninth Street North must be maintained along the street frontages. Plans for all outdoor cafes shall be subject to prior administrative approval by the Zoning Administrator for consistency with County ordinances, regulations and policies. Any outdoor café shall be administratively reviewed one year following its approval to evaluate it after a season of operation. At that time, the Zoning Administrator may review the approval, impose conditions on the operation of the outdoor café, or revoke the prior approval.

Affordable Housing Contribution

68. Subject to approval of Site Plan #401 and related applications by the County Board on February 23, 2008, the developer of Office Building A agrees to make contributions to the County based upon the following schedule. For purposes of this condition, the four phases of construction, which may occur in any order or concurrently, are comprised of Office Building A, Office Building B, the Wakefield Street Townhouses and the Jordan Manor Townhouses. In the event that two or more phases occur concurrently, they shall each be treated as a separate phase for purposes of this condition. In addition to these conditions, various understandings between and among the applicant, Jordan Manor Housing Corporation, a subsidiary of AHC, Inc., and the County with regard to development of the site plan are set forth in a Memorandum of Understanding dated as of February 23, 2008, incorporated herein by reference.

- A. \$400,000 by June 1, 2008.

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- B. \$1,600,000 shall be escrowed by the developer by August 1, 2008, in accordance with an escrow arrangement approved by the County Manager and paid to the County at closing on the Jordan Manor parcel or prior to issuance of the first Certificate of Occupancy for the first phase of construction, whichever occurs earlier, but in no event shall this payment be made later than February 23, 2011.
- C. 1. In the event that the developer of Office Building A has acquired title to the Jordan Manor parcel and elects to construct the AHC Garage as hereinafter defined, a final payment of \$3,898,846 ("Final Payment") shall be paid (subject to the provisions of Subsection D. below) to the County on or before January 31, 2010. If the Final Payment is made by January 31, 2010, under circumstances where a building permit has not been issued by the time of the Final Payment for a building permitted by approval of this site plan, then the expiration date set forth in Condition #1 shall be extended by an additional three years from the date of County Board approval of the site plan.
2. In the event that the developer of Office Building A has acquired title to the Jordan Manor parcel and has not elected to construct the AHC Garage as hereinafter defined, the Final Payment shall be paid to the County on the date of issuance of the first Certificate of Occupancy for Building A or within thirty (30) calendar days of written notification to the developer of Office Building A by the County of VHDA confirmation of tax credits for the AHC Building, whichever is earlier; however, in no event shall this Final Payment be made later than February 23, 2011. If the Final Payment is made by February 23, 2011, under circumstances where a building permit has not been issued by the time of the Final Payment for a building permitted by approval of this site plan, then the expiration date set forth in Condition #1 shall be extended by an additional three years from the date of County Board approval of the site plan.
3. In the event that the developer of Office Building A has not acquired title to the Jordan Manor parcel prior to February 28, 2009, the Final Payment shall be made in three installments as follows: \$2,000,000 prior to the issuance of the first Certificate of Occupancy for the first phase of construction; \$949,423 prior to the issuance of the first Certificate of Occupancy for the second phase of construction; and \$949,423 prior to the issuance of the first Certificate of Occupancy for the third phase of construction.
- D. In the event that the developer of Office Building A constructs the level of parking located under the AHC Building that will serve the AHC Building (the "AHC Garage"), the amount of the Final Payment to be paid pursuant to C.1. above shall be reduced by all costs associated with building the AHC Garage (hard and soft, financing and fees) (the "AHC Garage Costs"). The difference between the Final Payment and the AHC Garage Costs, if any, shall be paid to the County no later than January 31, 2010. Prior to construction of the AHC Garage, the developer of Office Building A shall provide to AHC and the County, documentation satisfactory to the County and AHC of the total estimated cost of construction of the AHC Garage, and subsequently shall provide documentation satisfactory to the County and AHC of the actual cost of construction of the AHC Garage. If the AHC Garage has not been completed by January 31, 2010, then the developer of Office Building A will provide the County and AHC with documentation satisfactory to the County and AHC of the costs incurred up to that date for the construction of the AHC Garage. No later than January 31, 2010, the developer of Office Building A will then escrow funds in the amount of the difference between the AHC Garage costs incurred up to that date and the Final Payment in accordance with an escrow arrangement approved by the County Manager. The escrow will be maintained until the AHC Garage is complete and the final AHC Garage costs have been documented to the satisfaction of the County and AHC, at which point the escrow will be distributed to the developer of Office Building A in the amount of the actual AHC Garage costs and the balance of the escrow, if any, will be paid to the County.
- E. In the event that the developer of Office Building A elects to not construct the AHC Garage, then the developer of Office Building A agrees to redesign the Office Building A parking garage to include the approved number of parking spaces and parking ratios identified in the final plans approved by the County Board on February 23, 2008. The developer of Office Building A shall seek administrative change approval of the alternative design which shall result in no or insignificant changes to the approved Site Plan at or above grade.
- F. So long as the developer of Office Building A has made the payments set forth in A through C above, even if the developer of Office Building A has not acquired title to the Jordan Manor parcel, nothing in this Site Plan condition shall preclude construction of Office Building A, Office Building B and the Wakefield Street Townhouses, as approved by the County Board on February 23, 2008.

69. **Building Security Requirements**

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- a. The developer agrees to coordinate with County staff on the design of exterior building security measures in order to limit or mitigate any adverse impacts that these measures may have on the project's urban design (including street and retail base) and streetscape. All exterior building security measures shall be shown on, and approved as part of, the final site development and landscape plan and the approved façade treatment plan. The base of the buildings, as shown in the drawings dated February 6, 2008, and consistent with Condition #64 above, have been designed to accommodate retail uses and provide interest and activate the streetscape. Any change in the use and design of the base resulting from any proposal for exterior building measures shall require a site plan amendment.
- b. The developer agrees that it is the policy of the County to maintain the maximum number of on-street parking spaces around the perimeter of a site, and that it will not remove or reduce the number of on-street parking spaces around the perimeter of a site whether at the request of the developer or a tenant or otherwise. Accordingly, the developer agrees that it shall notify tenants of the aforesaid policy prior to execution of any lease with a tenant.

Phasing Plan and Ninth Street North Easements

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

- a. Prior to the issuance of a Clearing and Grading Permit for each phase of the site plan, the developer shall submit to, and obtain approval of the County Manager of an interim landscape plan for any portion of the project upon which demolition has occurred that is not commencing construction. The landscape plan shall include perimeter screening plantings and/or fences as approved by the County Manager. Interim landscaping along the east side of North Wakefield Street shall be designed to screen from view, from the west and south, construction equipment staged on the AHC Building or Wakefield Street Townhouse sites for construction of Office Building A or Office Building B. Installation of all elements of the interim landscape plan shall be completed within 90 days of approval of the plan, unless otherwise directed by the Urban Forester due to weather/planting season constraints.
- b. Streetscape improvements on the west side of North Wakefield Street, north of the west block (Jordan Manor site) shall be completed prior to issuance of a Certificate of Occupancy for any townhouse unit on the east block (Wakefield Street Townhouses).
- c. The developer agrees, at its sole cost and expense, to construct and maintain (including, but not limited to providing snow and ice removal), a permanent private street between North Glebe Road and North Wakefield Street called Ninth Street North, as shown on the plans dated February 6, 2008 ("Ninth Street North") and approved on February 23, 2008. Developer further agrees to grant and convey, not later than the issuance of the first Certificate of Occupancy for Building A, a permanent public use and access easement ("Permanent Public Use and Access Easement") to the County Board of Arlington County, Virginia for public pedestrian sidewalk and vehicular street use, and related public purposes, including the regulation and enforcement of motor vehicle traffic, the installation of parking meters, parking regulation and enforcement, over, across, and through Ninth Street North, for the benefit of the County and the public at large, for access to and use of Ninth Street North, at all times, except as necessary for the developer to perform street maintenance, repair and replacement. The final location of the Permanent Public Use and Access Easement may change with the preparation of the final building plans and shall be subject to review and approval by the County Manager, consistent with the approved final site engineering plan, the final site development plan and the final landscape plan for the Project. The Permanent Public Use and Access Easement for Ninth Street North shall include all pavement, curb and gutter, and sidewalks as shown on the plans dated February 6, 2008 and approved as part of the engineering plan. The developer agrees that the Permanent Public Use and Access Easement shall, among other things:

A) be granted by deed, in substance, acceptable to the County Manager, or his designee, and, in form, acceptable to the County Attorney; and

B) be binding upon the developer's successors in title and interest, and assigns, and shall be recorded by the developer among the land records of the Clerk of the Circuit Court of Arlington County, Virginia prior to the issuance of the first certificate of occupancy for tenant occupancy (including retail tenant occupancy) of the last building constructed under the phasing plan.

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- d. The developer agrees, at its sole cost and expense, to construct and maintain (including but not limited to providing snow and ice removal) a temporary private street running either partially or entirely (as necessary under the selected phasing option listed below) between North Glebe Road and North Wakefield Street. The developer agrees to grant to the County Board of Arlington County, Virginia, a temporary public use and access easement ("Temporary Public Use and Access Easement") for public pedestrian sidewalk and vehicular street use, and related public purposes, including the regulation and enforcement of motor vehicle traffic, the installation of parking meters, parking regulation and enforcement, over, across and through the portion of Ninth Street North constructed pursuant to the relevant option below, in a form acceptable to the County Attorney and County Manager for the benefit of the County and the public at large, prior to the issuance of the first Certificate of Occupancy allowing occupancy for any Option requiring any portion of temporary Ninth Street North, until conveyance of the Permanent Public Use and Access Easement. The temporary Ninth Street North shall be constructed to include a minimum pavement width of 23 feet or sufficiently greater width to accommodate all necessary fire, police and emergency truck maneuvers, as determined by the County Manager, and a minimum of one six-foot wide, asphalt, ADA-compliant sidewalk, all to be completed before issuance of the first Certificate of Occupancy for any portion of that particular phase. The phasing options are set forth as follows:
- (1) Option I (Office Buildings A and B built first): Final Ninth Street North design shall be constructed.
 - (2) Option II (Office Building A built first): Final Ninth Street North shall be constructed from west of the parking and loading access points for Building A to Glebe Road, and a partial temporary Ninth Street North shall be constructed to continue Ninth Street North through to North Wakefield Street.
 - (3) Option III (Office Building B built first): Complete temporary Ninth Street North shall be constructed through from Glebe Road to North Wakefield Street.
 - (4) Option IV (Wakefield Street Townhouses built first): Partial temporary Ninth Street North shall be constructed from a southward extension of the shared townhouse driveway to North Wakefield Street, adjacent to the southern face of the townhouses.
 - (5) Option V (AHC Building built first): Partial temporary Ninth Street North shall be constructed from east of the parking and loading access points for the AHC Building to North Wakefield Street.
 - (6) Option VI (Office Building B and AHC Buildings built first): Complete temporary Ninth Street North shall be constructed through from Glebe Road to North Wakefield Street, with a connection to the AHC Building loading and garage access points.
- e. Prior to connection of partial or complete, temporary or permanent, Ninth Street North to North Wakefield Street, and if the permanent streetscape on the east side of North Wakefield Street has not been constructed per Condition #21, the developer agrees to provide a temporary six-foot wide sidewalk along the east side of North Wakefield Street, east of the existing pavement, except that if either the Wakefield Street Townhouses or the AHC Building has begun construction, a temporary sidewalk adjacent to that phase of the site plan under construction need not be provided.

Enclosure of Balconies

71. The developer agrees that no balconies, other than those identified in the approved site plan, shall be enclosed. Enclosure of any additional balconies shall constitute additional gross floor area and shall require a site plan amendment.

72. LEED Credits and Sustainable Design Elements

- a. Office Buildings A and B:
- (1) The developer agrees to hire a LEED certified consultant as a member of the design and construction team for each office building. The consultant shall work with the team to incorporate sustainable design elements and innovative technologies into the project so that numerous building components may earn the developer points under the U.S. Green Building Council's system for LEED for Core and Shell (LEED-CS) certification. Specifically, the developer agrees to include sustainable elements in design and construction that are sufficient to meet the requirements for seven (7) LEED-CS Prerequisites and include at least 34 LEED-CS points for Office Building A and 28 LEED-CS points for Office Building B, including at least two (2) points from LEED Section EA.1, "Optimize Energy Performance" for each building. The developer agrees to use commercially reasonable efforts to achieve additional LEED points which would qualify the building for LEED credits. The developer agrees to register the project with the US Green Building Council as assurance that the project will seek LEED certification.

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- (2) The developer further agrees to submit, to the Department of Environmental Services (DES) and to the Zoning Office, a report prepared by the LEED consultant and documentation upon request to substantiate the report. Such reports will be submitted prior to issuance of the following permits or certificates of occupancy for construction of the project and will summarize the efforts to date of the inclusion of the sustainable elements within the project:
- a. Clearing, Grading & Demolition Permit
 - b. Excavation, Sheeting and Shoring Permit
 - c. Footing to Grade Permit
 - d. Final Building Permit
 - e. Shell and Core Certificate of Occupancy
 - f. Partial Certificate of Occupancy for occupancy of the last floor of space
 - g. Master Certificate of Occupancy
- (3) Prior to issuance of a Certificate of Occupancy for any part of the last two floors of Office Building A to be occupied and for any part of the last floor of Office Building B to be occupied, the applicant agrees to provide a certification by a LEED-accredited professional. The certification shall state that all of the Green Elements, as set forth above in the reporting mechanisms and including all of the LEED-CS Prerequisites, have been incorporated into the project and that, in the professional's opinion, the project will qualify for a LEED-CS Score of 34 points or higher for Office Building A and 28 points or higher for Office Building B. The developer also agrees to submit all appropriate documentation to the USGBC for review and evaluation for LEED certification. The developer agrees to permit the County Manager to access the USGBC records for the project and provide the County Manager with such authorization as may be necessary to allow such access.
- (4) For Office Building A, prior to the issuance of the first certificate of occupancy, the developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of \$1,396,734 (\$40 per square foot x 34,918.35 s.f. of bonus density), guaranteeing that, within eighteen months from the date of the issuance of a certificate of occupancy for any part of the last two floors to be occupied, the developer will have received its LEED-CS "Gold" certification (34 or more credits) from the United States Green Building Council. Should the developer miss up to three credits, but still achieves LEED-CS certification, the developer agrees to forfeit 50% of the bond, which shall be immediately paid to the County. Should the developer miss four or more credits, but still achieves LEED-CS certification, the developer agrees to forfeit 100% of the bond, which shall be immediately paid to the County.
- (5) For Office Building B, prior to the issuance of the first certificate of occupancy, the developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of \$475,920 (\$40 per square foot x 11,898 s.f. of bonus density), guaranteeing that, within eighteen months from the date of the issuance of a certificate of occupancy for any part of the last floor to be occupied, the developer will have received its LEED-CS "Silver" certification (with 28 or more credits) from the United States Green Building Council, which shall include LEED Tenant Design and Construction Guidelines (LEED-CS Credit 9). Should the developer miss up to three credits, but still achieves LEED-CS certification, the developer agrees to forfeit 50% of the bond, which shall be immediately paid to the County. Should the developer miss four or more credits, but still achieves LEED-CS certification, the developer agrees to forfeit 100% of the bond, which shall be immediately paid to the County.
- (6) For Office Building B, the developer agrees to prepare LEED Tenant Design and Construction Guidelines (LEED-CS Credit 9) (the "Guidelines") that meet the requirements outlined by the USGBC's LEED-CS program, and earn this credit for Office Building B per paragraph (4). The developer further agrees to implement the Guidelines for the interior fit-out of the space occupied by Virginia Tech Foundation prior to issuance of the Certificate of Occupancy for space to be occupied by Virginia Tech Foundation.
- b. AHC Building:
- (1) The developer agrees to achieve a minimum of 200 points using the EarthCraft green home rating system and to submit, to the Department of Environmental Services (DES) and to the Zoning Office, a report on the EarthCraft green home rating system, and documentation upon request, to substantiate the report. Such reports will be submitted prior to issuance of the following permits or

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certificates of occupancy for construction of the project and will summarize the efforts to date of the inclusion of the sustainable elements within the project:

- a. Clearing, Grading & Demolition Permit
- b. Excavation, Sheeting and Shoring Permit
- c. Footing to Grade Permit
- d. Final Building Permit
- e. Shell and Core Certificate of Occupancy .
- f. Partial Certificate of Occupancy for occupancy of the last floor of space
- g. Master Certificate of Occupancy

c. Townhouses:

- (1) The developer agrees to register the project with Arlington's Green Home Choice program and will incorporate at least 175 credits in the project in order to receive Green Home Choice certification upon project completion. The developer agrees to request and complete two Green Home Choice inspections through the Inspections Services Division: the first inspection will occur prior to dry wall installation and the second inspection will occur at project completion. As required by the Green Home Choice program, a final report documenting compliance will be submitted to the Green Home Choice program coordinator for review and approval prior to issuance of the first Certificate of Occupancy for any unit.

Public Use and Access Easements

73. The developer agrees to grant permanent public use and access easements, in a form acceptable to the County Attorney and County Manager, to the County Board of Arlington County providing for public use and access to the following areas:
- a. The pathway between Office Building A and the AHC Building as shown on the exhibit titled "Preliminary Public Access Easement Exhibit." The final location of the easement may change slightly with the preparation of the final building plans. The developer agrees to construct and landscape this area, as shown on plans dated February 6, 2008 and made a part of the public record on February 23, 2008. Final landscape design and installation shall be approved by the County Manager as part of the final site development and landscape plan. Construction and landscaping of this area shall be completed prior to the granting of the easement. Granting of the public use and access easement shall be completed prior to the issuance of the first certificate of occupancy for Office Building A. The easement shall be granted by deed, in form and substance acceptable to the County Manager, and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. The developer shall be responsible for maintaining this area for the life of the site plan.
 - b. The plaza/sidewalk area between Office Building B and Ninth Street North, as shown on the exhibit titled "Preliminary Public Access Easement Exhibit." The final location of the easement may change slightly with the preparation of the final building plans. The developer agrees to construct and landscape these areas, as shown on plans dated February 6, 2008 and made a part of the public record on February 23, 2008. Final landscape design shall be approved by the County Manager as part of the final site development and landscape plan. Construction and landscaping of this area shall be completed prior to the granting of the easement for this area or the granting of the permanent public use pedestrian and vehicular ingress and egress easement for Ninth Street North, whichever is later. Granting of the easement for this area shall be completed prior to the issuance of the first certificate of occupancy for Office Building B or prior to granting of the permanent public use pedestrian and vehicular ingress and egress easement for Ninth Street North, whichever is later. The easements shall be granted by deed, in form and substance acceptable to the County Manager, and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. The developer shall be responsible for maintaining these areas for the life of the site plan.

Refuse Delivery to County Disposal Facility

74. The developer agrees to deliver all refuse, as defined by the Arlington County Code, to an operating refuse disposal facility designated by the County Manager. The developer further agrees to stipulate in any future lease or property sale agreements and deeds that all tenants or property owners shall also comply with this requirement for the life of the site plan.

Towing of Impermissibly Parked Vehicles

75. The developer agrees to have, as a part of its parking management plan, provisions relating to the towing of impermissibly parked vehicles, except for vehicles on 9th Street North. Such provisions shall include, but not be limited to:

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- a. Requirements for signage at the developer's parking lot(s) providing notice of all applicable parking restrictions enforced by towing, the location of the towing contractor(s)' impoundment yard, and the name and telephone number of the developer's on-site representative responsible for towing-related complaints, as well as the telephone number of the Arlington County Office of Citizen and Consumer Affairs;
- b. Disclosure by the developer and its towing contractor(s), at the developer's parking lot(s), of all fees and charges for towing; and
- c. Evidence that the developer has a contract with the towing contractor that requires the towing contractor to clearly display all fees and charges for towing.

Speed Bumps at Garage Exit Ramps

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

Authorization for Police to Enter Residential Parking Areas

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

Public Safety Radio Communications

78. The developer agrees to install and maintain in operable condition, in a manner acceptable to the County Manager, an internal antenna/amplifier system that permits public safety radio communications to transmit in the 806-825 MHz frequency and to receive in the 851-870 MHz frequency from all areas within the building. The developer agrees to provide documentation in the approved electrical engineering drawings that adequate accommodations have been made in the building to meet this requirement.

AHC Building Conceptual Approval

79. The developer agrees that the AHC building is only conceptually approved and must obtain a site plan amendment for final approval which amendment shall include the following elements:

- a. Maximum of 90 residential units, all affordable to households earning up to 60% of median income;
- b. Maximum height of 50 feet to main roof from average site elevation;
- c. Parking ratio from 0.7 to 1.0 spaces/unit, at the discretion of the developer of this building;
- d. Footprint approximately as shown on the plans dated February 6, 2008;
- e. Additional features including ground floor residential unit entrances facing Wilson Boulevard and North Wakefield Street and primarily masonry facades on all sides of the building.

The developer agrees that the final design of the building shall be approved by means of a major site plan amendment prior to the issuance of an above ground building permit for the AHC building.

In addition to the conditions of this Site Plan described herein, the developer and AHC also agree to the terms and conditions outlined in an associated Memorandum of Understanding (MOU).

Garage Connection

80. The developer agrees to provide a minimum 23-foot wide opening between the top level of the Office Building A garage and the AHC garage, and at all levels between the Office Building A and Office Building B garages, with a minimum seven-foot height clearance to provide for future access between the garages. This opening may be sealed, using a knockout panel or other removable barrier approved by the County Manager as part of the post-approval 4.1 plans per Condition #10. The developer agrees to request a building code modification, and provide the necessary agreements by the property owners on both sides of each opening, to allow for these openings, prior to issuance of the Excavation/Sheeting and Shoring permit for any garage for Office Building A, Office Building B, or the AHC Building. The openings shall be opened for shared access and/or use of the garages upon mutual agreement by the property owners on both sides of each opening.

Traffic Signal Improvements

81. The developer agrees to construct a pedestrian activated traffic signal at the intersection of North Glebe Road and Ninth Street North with new traffic signals mounted on mast arms in conformance with VDOT and County requirements, subject to VDOT approval. The developer agrees to submit plans for the coordination and construction of these traffic signal improvements, including but not limited to, reconstruction of the median that must be clear and

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level for a pedestrian refuge and meet ADA requirements, signal and marking designs, MOT designs, mast-arm upgrades, LED and countdown signals, UPS, video detection, new TS-2 cabinet, and related improvements, to obtain approval from the County Manager for the initial signal design, which will require final approval from VDOT. The developer agrees to complete the signal improvements prior to issuance of the final certificate of occupancy for the final phase of the project, subject to VDOT approval.

The developer further agrees to construct a traffic signal at the intersection of Wilson Boulevard and North Wakefield Street with new traffic signals mounted on mast arms in conformance with County requirements. The developer agrees to submit plans for the coordination and construction of these traffic signal improvements, including but not limited to, signal and marking designs, MOT designs, mast-arm upgrades, LED and countdown signals, UPS, video detection, new TS-2 cabinet, and related improvements, to obtain approval from the County Manager for the initial and final signal design. The developer agrees to complete the signal improvements prior to connection of either a temporary or permanent alignment of Ninth Street North to North Wakefield Street.

The developer agrees to relocate any traffic signals, traffic signal cabinets, and any other existing related items as part of this development and curb alignment or relocation as part of this project to meet all Arlington County guidelines and standards subject to approval of the County Manager or his designee prior to issuance of the first certificate of occupancy. The developer shall be responsible for any such relocation related to improvements described in Condition #19.k only up to a maximum cost of \$15,000.

Traffic Calming Measures and Pedestrian Safety Improvements

82. The developer agrees to contribute \$125,000 (adjusted for inflation by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) Inflation Calculator if not contributed by February 23, 2009) for neighborhood traffic calming measures and pedestrian safety improvements for use in the Bluemont Civic Association neighborhood in the immediate proximity of the site plan project, coordinated through the Neighborhood Traffic Calming program. If funds remain after the project's final phase receives the master certificate of occupancy, the Department of Environmental Services will work with the Bluemont Civic Association to use the balance of the funds to make pedestrian safety and traffic calming related improvements anywhere in the Bluemont Civic Association neighborhood. A minimum of \$100,000 shall be used for implementation of traffic calming measures or for any subsequent pedestrian safety related improvements as described above.

Universal Design Elements

83. In addition to the regulations and requirements established with ADA Federal law, the developer agrees to install an electric eye/proximity sensor door opener for the main residential, office, and retail entrances. In addition, at any secure interior door, the developer agrees that a call box, if used, shall be mounted and measured at the lowest given height under the ADA with hands-free remote capability. The developer further agrees to provide an automatic door opener at the entrance to the lobby of the elevators from the parking garage. The developer further agrees to implement the additional universal design measures in the townhouses as listed in the attached letter from Devereaux & Associates, P.C. to Adam Peters of the JBG Companies, dated January 23, 2008.

Storm Sewer Requirements

84. The developer agrees that the minimum clear horizontal separation between each individual barrel of the storm sewer and proposed buildings or other permanent structures shall be as follows: 10 feet from the center line of storm sewer mains less than 27 inches in diameter and 10 feet or less in depth; 15 feet from the center line of storm sewer mains less than 27 inches in diameter and greater than 10 feet in depth; 15 feet plus half the diameter from the center line of storm sewer mains greater than 27 inches in diameter, at any depth.

Bus Stop and Bus Shelter

85. The developer agrees to provide and install for Arlington County a bus stop and bus shelter located on the westbound side of Wilson Boulevard east of the intersection with North Wakefield Street, and a bus stop and bus shelter on the southbound side of North Glebe Road south of the intersection with Fairfax Drive adjacent to 950 North Glebe Road. The design, and location of this bus stop and shelter shall be approved by the County Manager or his designee as consistent with current standards prior to construction, to include: 1) an accessible connection to streets, sidewalks or pedestrian paths; 2) bus shelter; 3) bench; 4) a secure device and 13' x 6' wide concrete pad that shall be a minimum of 4" thick, reinforced concrete for the full size of the bus shelter and extension pads; 5) construction of a 5.5' x 13' wide bus shelter between a minimum 8' wide clear sidewalk area and a minimum 5' wide clear hard surface area adjacent to the bus shelter measured from the face of curb; 6) provisions for lighting the shelter by either conduit or solar technology; 7) bus pole; and 8) trashcan/recycling receptacle. All improvements listed above shall meet Arlington County guidelines and standards and shall be fully compliant with current ADA requirements.

Glebe Road Parking

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86. The developer agrees to coordinate and submit a parking feasibility study to Virginia Department of Transportation as well as coordinate and install parking spaces and associated multi-space parking meters along the east and west sides of North Glebe Road between Wilson Boulevard and North Fairfax Drive within six months of Arlington County approval, as shown on the final engineering plans and as approved by the County Manager. If, prior to the issuance of the master certificate of occupancy for the last phase to be constructed Arlington County does not approve the installation of parking spaces, the developer has no further obligation.

Historical Marker

87. The developer agrees to develop and install on the site a historical marker associated with the site, specifically the former Bob Peck Dealership and Showroom. The County's Historic Affairs and Landmark Review Board shall be consulted on the marker and its location, which shall be approved as part of the final landscape plan. The marker shall be installed prior to completion of improvements to the area where the marker is to be located, unless otherwise approved by the County Manager. If approved as part of the final landscape plan, the marker may be placed in a temporary location prior to installation in its final location.

Bob Peck Showroom Reproduction

88. The developer agrees to include detailed exterior and interior plans as shown on the drawing dated February 14, 2008, of the proposed reproduction of the Bob Peck showroom, as part of the post-approval 4.1 plan submission per Condition #10.

Connection with 950 North Glebe Road

89. If, in connection with the redevelopment of 950 North Glebe Road, the County is able to obtain an easement from that property owner/developer for the establishment of a public vehicular and/or pedestrian connection from 950 North Glebe Road to Office Building B, through their shared property line, the developer agrees to grant an appropriate public access easement for that access, and to facilitate that access in a form that is mutually acceptable to the parties.

LEASE AMENDMENT NO. 1

THIS LEASE AMENDMENT, dated the 13th day of April 2015, amends and shall become a part of that certain Deed of Lease dated the 1st day of April 2011, by and between the **Virginia Tech Research Institute, LLC**, a Virginia limited liability company, as Grantor (the "Landlord"), and **Virginia Polytechnic Institute and State University**, a state agency of the Commonwealth of Virginia, as Grantee (the "Tenant").

WITNESSETH:

WHEREAS, by Lease commencing on May 28, 2011 the Landlord let unto the Tenant approximately 83,517 (76,787 usable) square feet of office space located at 900 North Glebe Road, Arlington, Virginia 22203 further described as floors 2-5 of the building; and

WHEREAS, both parties wish to amend the Lease to allow for modifications to the Premises; and

WHEREAS, the parties hereto desire to modify the said Lease as hereinafter set forth.

NOW THEREFORE, it is mutually understood and agreed that effective upon execution of this Amendment:

Landlord shall perform and complete construction of work detailed in the drawings attached hereto as Exhibit A and the estimate attached hereto as Exhibit B, which details the full scope of work (the "Work"). Tenant shall reimburse Landlord THIRTY TWO THOUSAND TWO HUNDRED TWENTY ONE AND 49/100 DOLLARS (\$32,221.49) upon completion of construction. However, if all costs incurred by Landlord for the performance of Landlord's work shall be less than \$32,221.49, Landlord shall pass the savings through to the Tenant and the reimbursement amount shall be adjusted accordingly. If all costs incurred by Landlord for performance of Landlord's work shall be more than \$32,221.49, Tenant shall pay for all costs over \$32,221.49, provided Tenant approves in writing prior to the expenditure of any sums over \$32,221.49. Tenant reserves the right to inspect and audit all of Landlord's records related to this Lease during normal business hours.

THIS LEASE AMENDMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All other terms and conditions of the base Lease remain in full force and effect.

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IN WITNESS WHEREOF, the parties have affixed their signatures and seals.

LANDLORD: VIRGINIA TECH RESEARCH INSTITUTE, LLC, A VIRGINIA LIMITED LIABILITY COMPANY

By: Virginia Tech Real Estate Foundation, Inc.
Its: Member-Manager

By: [Signature]
John E. Dooley, President

TENANT: VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

By: [Signature]
Sherwood G. Wilson, Vice President for Administration



COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me this 1 day of May, 2015, by John E. Dooley, President of the Virginia Tech Real Estate Foundation, Inc., a Virginia corporation, Member-Manager for the Virginia Tech Research Institute, LLC, a Virginia limited liability company, on behalf of the limited liability company.

My commission expires: 10-31-2015
Notary commission number: 7389321

[Signature]
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Montgomery, to-wit:

The foregoing instrument was acknowledged before me this 11 day of May, 2015 by Sherwood G. Wilson, Vice President for Administration, Virginia Polytechnic Institute and State University, a state agency of the Commonwealth of Virginia.

My commission expires: 03-31-18
Notary commission number: 275660

[Signature]
Notary Public

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
By: Special Assistant Attorney General

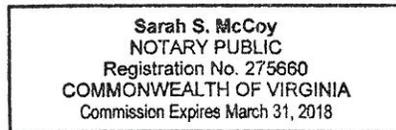
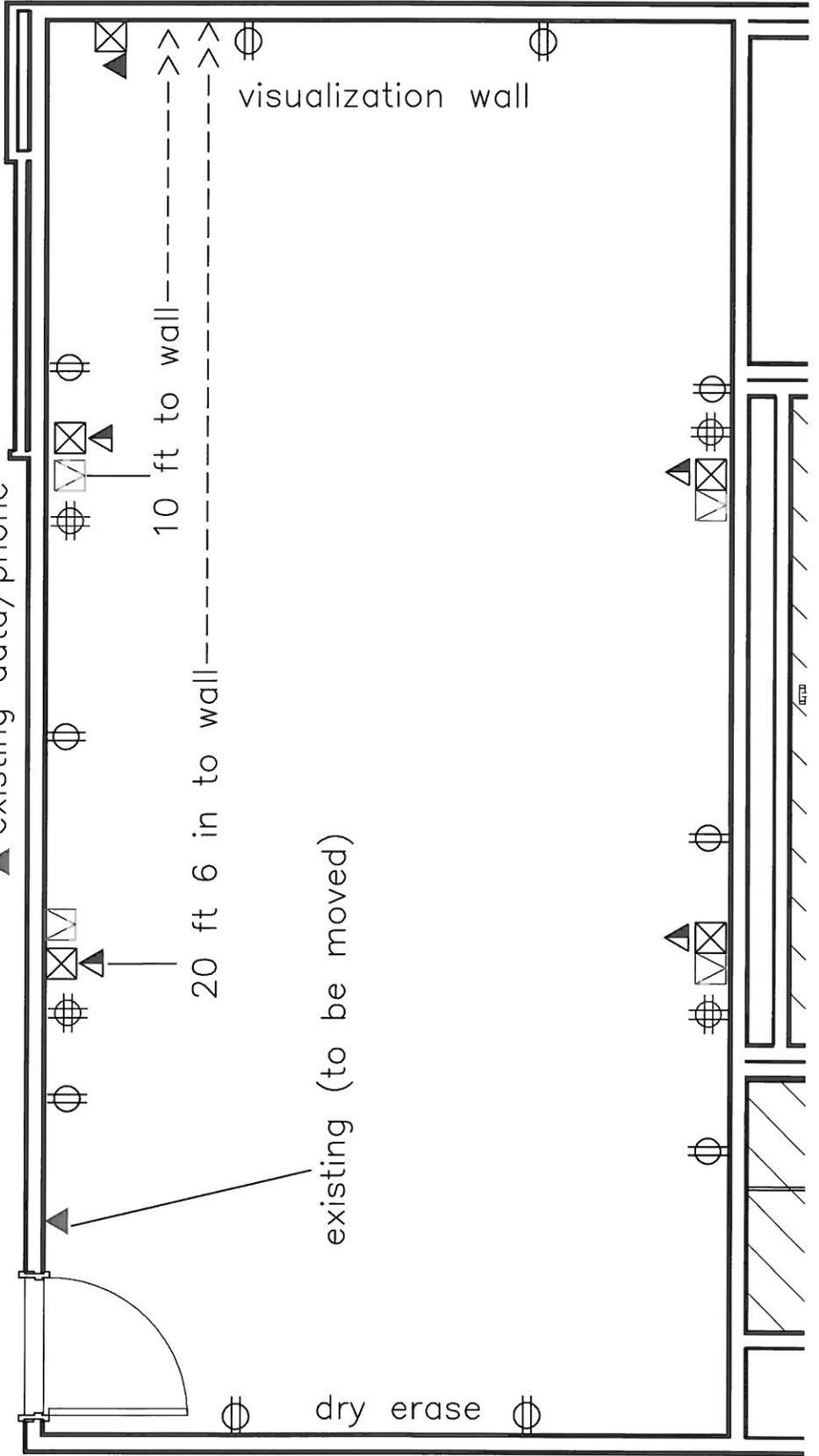


EXHIBIT A

Room 3-181
450 sq. ft.



- ☒ 2 gang box for LAN
- ▲ Single data/phone
- ▲ Double data/phone
- ▲ existing data/phone
- ⊕ Quad electric receptacle
- ⊕ Double gang AV box
- ⊕ Existing Duplex electric



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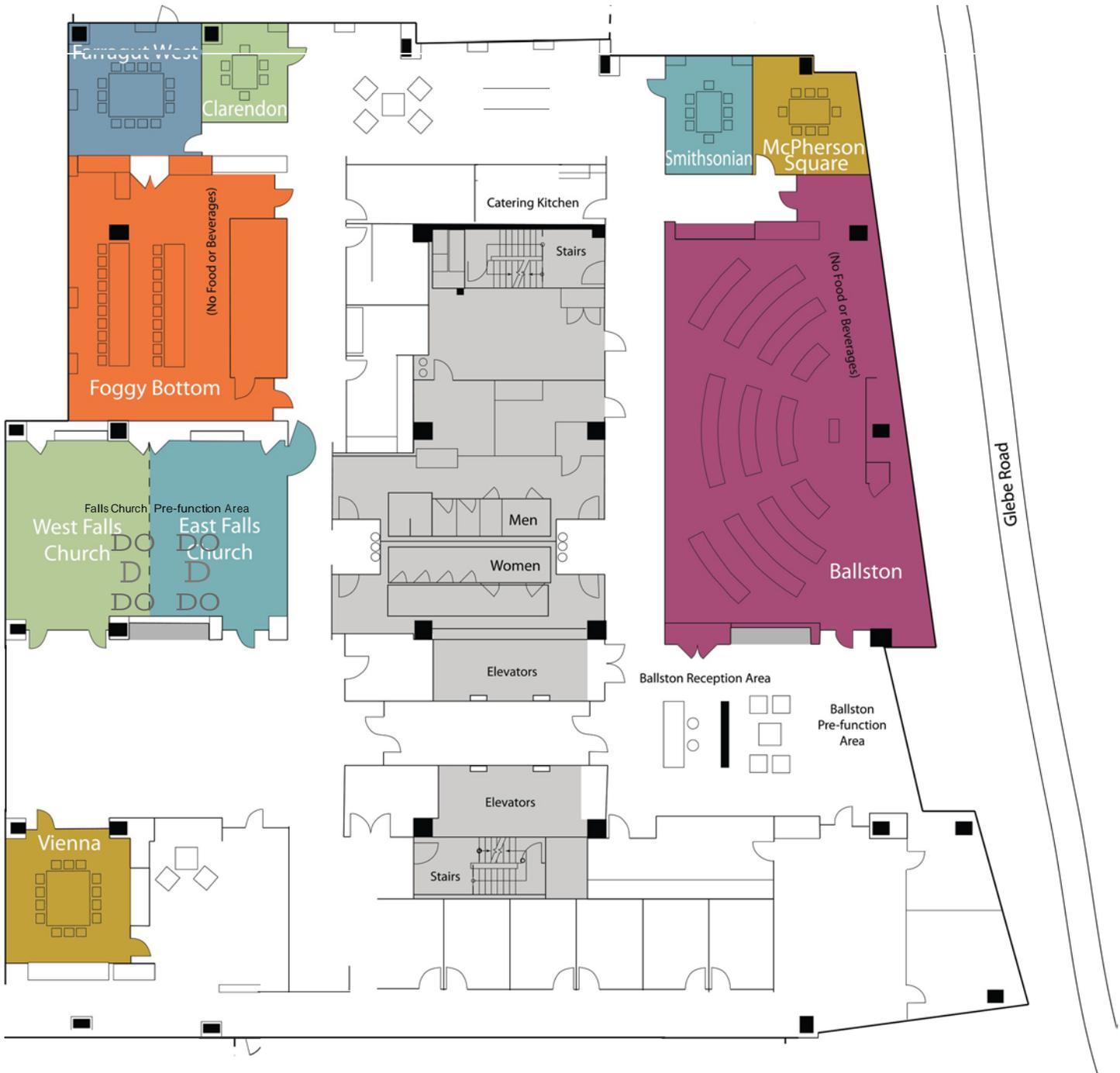
Exhibit B**CUSHMAN &
WAKEFIELD®****THALHIMER**

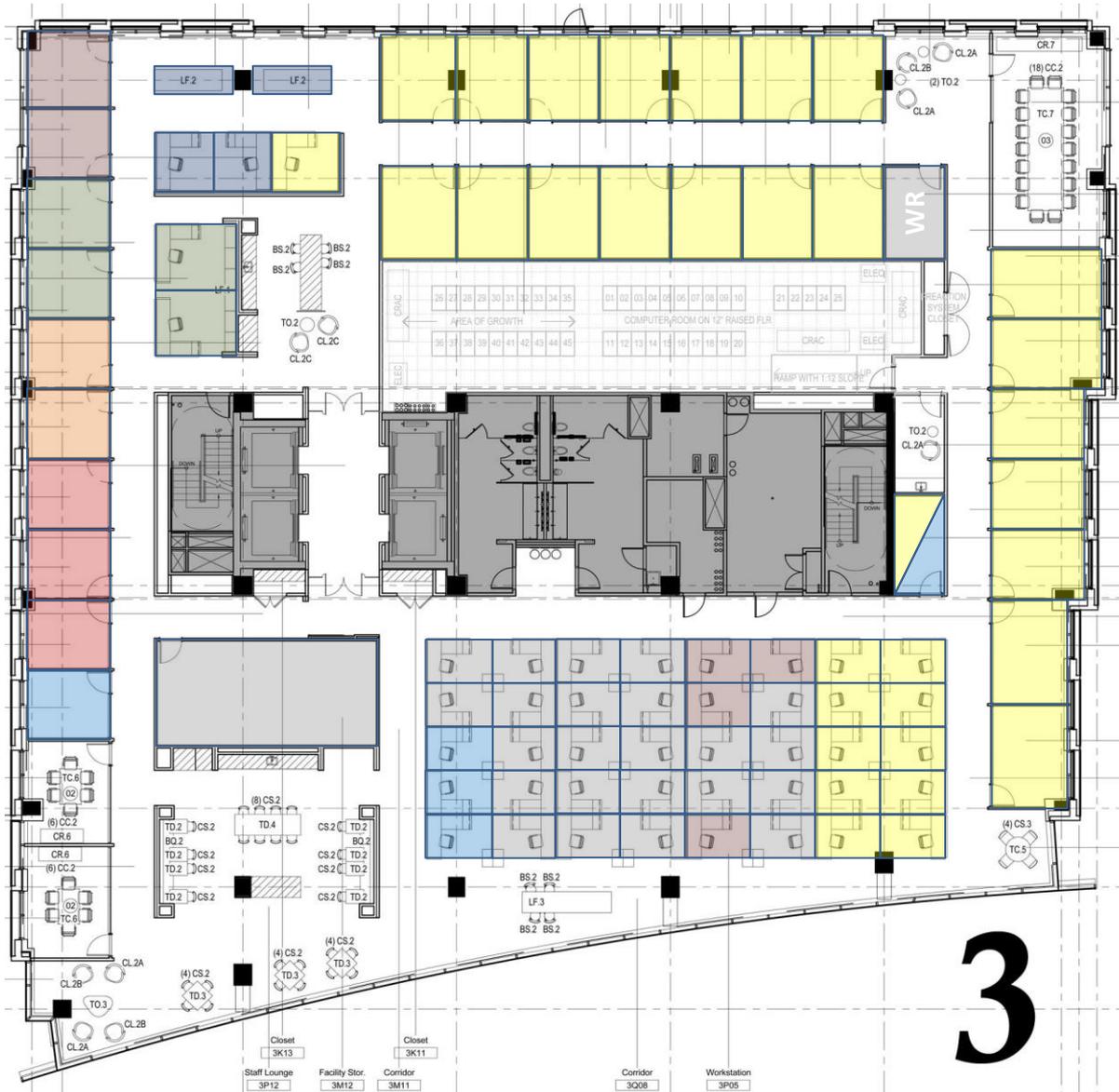
INDEPENDENTLY OWNED AND OPERATED

3-181	Renovations	
Cabling	\$	8,835.00
HVAC	\$	9,943.00
HVAC Plans	\$	3,500.00
Permit Documents	\$	3,000.00
BAS System	\$	2,455.00
Idea Paint	\$	3,550.00
Total:	\$	31,283.00
Project Management Fee	\$	938.49
Grand Total	\$	32,221.49

Attachment B. Floor Plans of Facility (Floors 2-5)

2nd Floor







Attachment C. Exterior and Interior Photos of Facility



Exterior

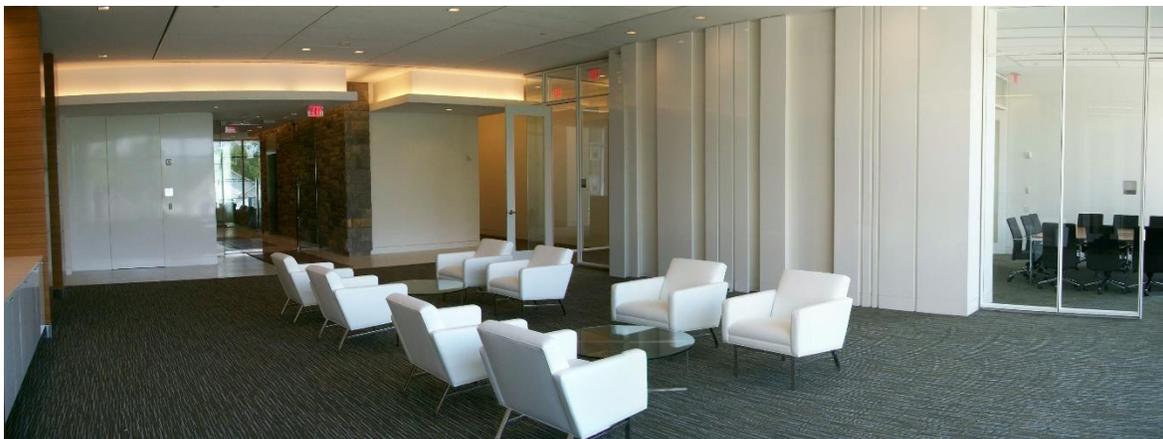
Floor 2



Tiered executive-style classroom in the Executive Briefing Center.



Visualization room in Executive Briefing Center



Reception/pre-function area in Executive Briefing Center showing one breakout room (right).

Floor 3

Room 3-024



Seats 14

Telephone conference

571.858.3095

Video conference

38.68.236.132

Courtesy phone

571.858.3020

Special features:

Motorized solar and blackout shades

Extra large dual monitors

Room 3-174



Seats 6

Courtesy phone

571.858.3019

Room 3-176



Seats 6

Courtesy phone

571.858.3018



Third floor workstation/bullpen adjacent to offices and corner collaboration space.



Workstation area from 2011, just before occupying space.



Collaboration/break area with IdeaPaint™ wall.

Floor 4

Room 4-024



Seats 12

Telephone conference

571.858.3096

Video conference

38.68.236.131

Courtesy phone

571.858.3024

Room 4-169



Seats 6

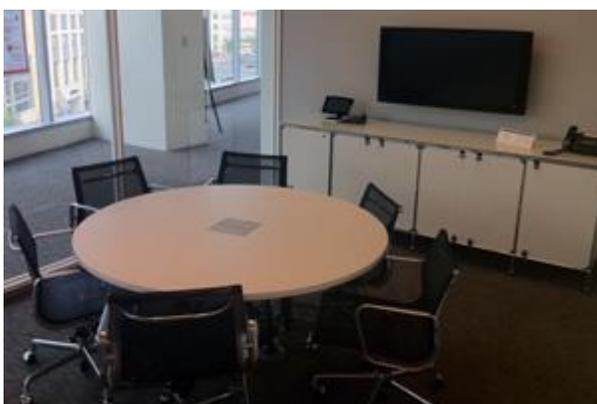
Courtesy phone

571.858.3023

Video conference

38.68.236.234

Room 4-171



Seats 6

Courtesy phone

571.858.3022

Room 4-196

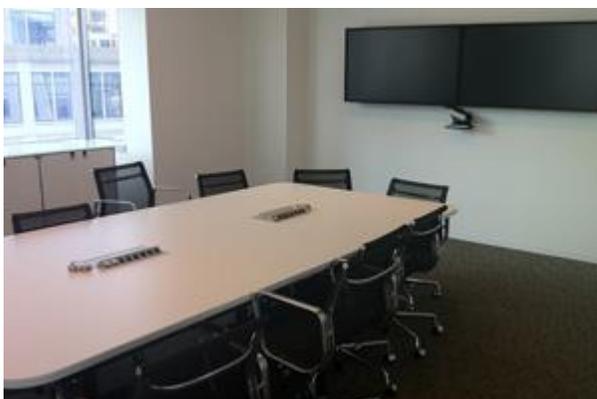


Seats 10

Courtesy phone
571.858.3021

Floor 5

Room 5-024



Seats 12

Telephone conference
571.858.3099
Video conference
38.68.236.130
Courtesy phone
571.858.3028

Room 5-169



Seats 6

Courtesy phone
571.858.3027

Room 5-171



Seats 6

Courtesy phone
571.858.3026

Room 5-196



Seats 10

Courtesy phone
571.858.3025