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HERNDON TOWN COUNCIL
Tuesday
June 14, 2022

The Town Council met in public session on Tuesday, June 14, 2022, at 7:00 p.m. in the Herndon Council Chambers Building, 765 Lynn Street, Herndon, Virginia. In attendance were: Mayor Sheila A. Olem; Vice Mayor Cesar del Aguila; and Councilmembers Naila Alam, Pradip Dhakal; Signe Friedrichs; and Jasbinder Singh. Councilmember Sean M. Regan was absent.

Staff present during the meeting: William H. Ashton II, Town Manager; Lesa Yeatts, Town Attorney; Chief Maggie DeBoard, Herndon Police; Lisa Gilleran, Director of Community Development; Page Kalapasev, Director of Information Technology; Scott Robinson, Director of Public Works; Dave Bracamonte, IT Operations Manager; and Amanda Kertz, Chief Deputy Town Clerk.

PLEDGE & CALL TO ORDER

Mayor Olem led the Pledge of Allegiance and called the meeting to order at 7:00 p.m., all were members present, except Councilmember Regan, who was absent, and with Mayor Olem presiding.

ANNOUNCEMENTS

Mayor Olem reminded those participating to follow the town's Meeting Guidelines that were used for all government meetings to maintain good order, which included: refraining from participation unless and until recognized by the chair; being respectful; refraining from threatening or intimidating language; profane, vulgar, obscene, or threatening remarks were not permitted; and attacks or other harmful would not be tolerated.

**June 14, 2022
(public hearing)**

APPROVAL OF MINUTES

Vote on March 15, 2022

Town Council Work Session Minutes

On motion of Councilmember Friedrichs, seconded by Councilmember Singh, and carried by a 6-0 roll call vote, the minutes of the March 15, 2022 Town Council Work Session were approved. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Regan was absent.

Vote on March 22, 2022

Town Council Public Hearing Minutes

On motion of Councilmember Dhakal, seconded by Councilmember Friedrichs, and carried by a 5-0 roll call vote, the minutes of the March 22, 2022 Town Council Public Hearing were approved. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Singh, and Mayor Olem voting "Aye." Councilmember Regan was absent. Vice Mayor del Aguila abstaining from the vote.

Vote on March 24, 2022

Town Council Strategic Planning Initiatives Meeting Minutes

On motion of Councilmember Friedrichs, seconded by Councilmember Alam, and carried by a 6-0 roll call vote, the minutes of the March 24, 2022 Town Council Strategic Planning Initiatives Meeting Minutes were approved. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Regan was absent.

ANNOUNCEMENTS

Mayor Olem stated that night's Consent agenda included a proclamation naming June as "LGBTQ+ Pride Month" in the Town of Herndon. She would present the proclamation at an upcoming event for Pride Month. She stated that Herndon has recognized Pride Month since 2014 and would continue to support diversity and the LGBTQ+ community in the Herndon area.

Mayor Olem reminded those present that town offices were closed on Monday, June 20, for the observation of Juneteenth, which was the commemoration of the Emancipation Proclamation. Recycling normally collected on Monday would be collected on Tuesday, June 21. She looked forward to celebrations in the area honoring Juneteenth.

Mayor Olem stated that the Council was starting its summer meeting schedule. The next Town Council work session would be on Tuesday, July 5, with the public hearing on Tuesday, July 12. The information was also in the 2022 Town Calendar.

**June 14, 2022
(public hearing)**

3. COMMENTS FROM THE TOWN MANAGER

Mayor Olem recognized Town Manager William H. Ashton II for his comments.

Mr. Ashton stated that staff was checking into the feedback issue Council was having on some of their microphones and was fixing it.

Mr. Ashton stated that the Transit Related Growth (TRG) area outreach meetings were scheduled next week. He outlined the purpose of the meetings, which was to discuss the TRG planning effort in the Herndon Metro Area, and he went over the meeting schedule. On Tuesday, June 21, the consultants would meet with the property owners in the TRG, and on Wednesday evening, the consultants would meet with citizens from the adjacent residential neighborhoods. On Thursday, June 23, the consultants would hold a meeting for the general public. The meetings would be held at 516 Herndon Parkway, suite 210, Herndon. The information would be posted on the town's website and social media channels.

4. COMMENTS FROM THE TOWN COUNCIL

Councilmember Singh: Stated that he had recently visited the Downs, which was near the TRG area. He stated that he heard many citizens were concerned about the TRG and Van Buren Street projects. He questioned if the streets would be wide enough, and he asked about bicycle lanes. He suggested that staff coordinate a meeting with the neighbors.

Councilmember Alam: No comments.

Councilmember Dhakal: No comments.

Councilmember Friedrichs: Echoed Mayor Olem's comments about celebrating Juneteenth. She stated there would be observations of the event at Frying Pan Farm Park that weekend. She explained that Juneteenth was the day in 1865 when enslaved people in Texas were informed that they were free. She said it was a sentimental day of joy and she was excited to celebrate it.

Vice Mayor del Aguila: Echoed his colleagues' comments on Juneteenth, along with the proclamation recognizing LGBTQ+ community. He wanted the LGBTQ+ community to know they were loved and welcomed in this community. He looked forward to the day the town would celebrate pride festivals, along with other festivals honoring the town's diversity.

Vice Mayor del Aguila asked Mr. Ashton for an update on downtown redevelopment.

**June 14, 2022
(public hearing)**

Responding to Vice Mayor del Aguila, Mr. Ashton indicated that staff was working closely with Comstock on the transitional parking. The transitional arts center was also under construction at that time. He stated the town was in a "holding pattern" because Comstock had an ability, under the contract, to execute a "two-year market pause," which was designed for difficult economic times. However, they did not have to take the two years. All the permits were ready to go, and once the economic conditions were more favorable, he hoped they would get moving on the project sooner rather than later.

Mayor Olem: Attended Herndon High School's Class of 2022 graduation on June 1, where she was glad to see all the students who graduated. She looked forward to seeing what they would bring back to the community.

Mayor Olem congratulated the Herndon High School Band director, Kathleen Jacoby, who recently won the "Outstanding Secondary Teacher" from Fairfax County Public Schools. A few years ago, Ms. Jacoby attended a Herndon Rotary Club meeting with Mayor Olem, where Ms. Jacoby talked about students from Hutchison Elementary School that were participating in the band.

On Friday, June 3, Mayor Olem attended the Grand Opening for Highland Title and Escrow and helped with the ribbon cutting. The company had been in downtown Herndon for a year, but they had not held their ribbon cutting yet due to the pandemic. She encouraged those interested to stop by the business and stated that they had done an excellent job with the interior.

Mayor Olem stated that the town's carnival was held from Thursday, June 2, through Sunday, June 5. This was the first one the town held since the pandemic, and while they did not host the full festival, it was very well attended. She thought that everyone who was there looked like they were having a great time.

Mayor Olem stated that on Saturday, June 11, she attended the 50th anniversary of the Montessori Country School located on Alabama Drive. She enjoyed attending and supporting a business that has been serving children in town for 50 years. She shared that it was great to see some of the children that had graduated from the school return with their children. She encouraged those who may need a school for their children to consider this one.

COMMENTS & DISCLOSURES FOR THE RECORD

Mayor Olem asked Amanda Kertz, Chief Deputy Town Clerk, whether she had received comments for the record or Transactional Disclosure Declarations from Council on any items listed on that evening's agenda. Ms. Kertz stated comments were entered into the record on item #8, Ordinance 22-O-14, to amend and reenact Chapter 42 (MOTOR VEHICLES AND TRAFFIC), to designate a new residential parking zone to be known as the "Leona Lane Zone."

**June 14, 2022
(public hearing)**

Additionally, she stated that Vice Mayor del Aguila and Councilmember Regan filed Transactional Disclosure Declaration statements with the Town Clerk.

Vice Mayor del Aguila indicated that he met with the applicants and applicants' agent representing public hearing items #3 and #4, which are ZMA #21-01 and SE #22-01, in April of 2021, to discuss affordable housing.

Councilmember Regan indicated that he communicated with the group that owned 315 Elden Street in December of 2021. He did not know if the owners are the same. His communication was in the hours and days after the 698 Park Avenue apartment building fire, and he connected them with Cornerstones to see if they could provide discounted hotel rooms for displaced families. He did not profit from this arrangement in any way and felt that he could evaluate the 315 Elden Street applications without bias.

Both stated that they are able to participate in the discussions regarding these applications fairly, objectively, and in the public interest. The signed statements have been entered into the record and are on file with the Town Clerk and Town Attorney.

The Town Clerk received no additional public comments or statements from Council to enter into the record.

5. COMMENTS FROM THE AUDIENCE

Mayor Olem reviewed the process for speaking and providing comments and called on those who wanted to provide Comments from the Audience to come forward.

There were no comments from the audience, so Mayor Olem proceeded the agenda.

PUBLIC HEARINGS

6. **Ordinance 22-O-13, to consider Zoning Map Amendment ZMA #21-01, 315 Elden Street, from CS (Commercial Services) to PD-UR (Planned Development – Urban Residential) with proffered conditions, to allow the conversion of an existing hotel to multi-family residential with a workforce housing component (continued from May 24, 2022); and**
7. **Resolution 22-G-34, to consider Special Exception Application SE #22-01, 315 Elden Street, to allow for development in the FPO (Floodplain Overlay District), subject to approval of Zoning Map Amendment ZMA #21-01, which is being reviewed concurrently with this case (continued from May 24, 2022).**

[Note: these items were continued from the May 24, 2022 public hearing.]

**June 14, 2022
(public hearing)**

Certificates of Publication were filed from the Editor of the *Fairfax County Times Newspapers*, showing that notice of said public hearing items had been duly advertised in the Friday, May 6 and May 13, 2022 issues.

Mayor Olem opened that night's public hearings. Mayor Olem stated these two public hearings were continued from the May 24, 2022 meeting. The public hearings had remained open because they had to notify all the adjacent property owners. The two items would be presented concurrently, with separate Council action on each item.

Mayor Olem stated that earlier today, the Town Clerk distributed a revised Resolution 22-G-34, which incorporated the condition that was inadvertently left out of that night's agenda. The revised resolution was posted on the town's website and copies were made available to the public.

Mayor Olem called on Lisa Gilleran, Director of Community Development, who presented the staff report dated May 24, 2022, which is on file in the Town Clerk's office. The proposed ordinance would authorize a zoning map amendment, ZMA #21-01, at 315 Elden Street, to change zoning from Commercial Services (CS) to Planned Development – Urban Residential (PD-UR), with proffered conditions.

Ms. Gilleran stated that staff did not have additional comments on the application, but she pointed to the minor change in the proposed resolution. She stated that the "Now, Therefore Be it Resolved" clauses were revised earlier that day to include a reference to the Generalized Development Plan (GDP) dated March 2, 2022.

There was brief discussion amongst Council and staff on these items.

In response to queries from Mayor Olem, Ms. Gilleran discussed the ordinance concerning the floodplain. She explained that the existing FEMA maps showed a floodplain in this area; however, the new maps that would be adopted by FEMA in the near future showed that the floodplain would be removed.

Vice Mayor del Aguila indicated that Council had previously reviewed the presentation and discussed it several times already. He confirmed with Ms. Gilleran that there were no changes from last week's work session.

Mayor Olem stated the only change was adding the reference to the GDP to the proposed resolution.

Seeing no comments from the audience, Mayor Olem invited the applicant or applicant's agent forward to address the Council. The applicant did not have any comments.

Mayor Olem closed the public hearing and moved to Council level for discussion and action. She stated the Council would act on the two items separately.

**June 14, 2022
(public hearing)**

**Vote on
Ordinance 22-O-13
ZMA #21-01**

Councilmember Friedrichs moved approval Ordinance 22-O-13, to allow the conversion of an existing hotel to multi-family residential with a workforce housing component, at 315 Elden Street, in accordance with the signed proffered conditions, dated May 11, 2022, and the Generalized Development Plan dated March 2, 2022.

Motion seconded by Vice Mayor del Aguila.

There were brief comments from Council.

Councilmember Friedrichs expressed appreciation to the company that wanted to create work force housing. She also appreciated the proffers being provided, which included some that dealt with the Metro area and buses, along with funding for Herndon schools, Herndon Police Department, and the Parks and Recreation Department.

Vice Mayor del Aguila thanked the applicant, along with all those who supported this initiative. He said it aligned with the "majority vision" of providing more product selection for housing. He stated that he would like to see this being made a top priority.

Councilmember Singh asked what the limit would be, and as a policy, he asked if they could convert a building like a large hotel into affordable housing. He stated he did not have time to look into it, and he was concerned about the number of facilities for residents. He hoped his questions would be answered for future projects.

Councilmember Dhakal echoed Vice Mayor del Aguila's comments regarding the project aligning with the Council's vision to provide more housing options. He appreciated that the applicants were refurbishing the building, and that they had offered proffers.

Councilmember Alam echoed her colleagues' appreciation for this type of project.

Mayor Olem stated that the town had been working on this project for a long time, and she outlined how the parking modification was being addressed.

The question was called on the motion, which carried by a 6-0 roll call vote. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Regan was absent.

**June 14, 2022
(public hearing)**

Ordinance 22-O-13, to approve Zoning Map Amendment ZMA #21-01, 315 Elden Street, a zoning map amendment from CS, Commercial Services, to PD-UR, Planned Development Urban Residential, with proffered conditions to allow the conversion of an existing hotel to multi-family residential with a workforce housing component.

In adopting this Ordinance, the Town Council has considered the factors set out in 15.2-2284, Code of Virginia (1950) as amended.

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia that:

- A. The zoning of the property described below, lying in the Town of Herndon, Fairfax County, Virginia, is amended to allow residential use with zoning ordinance modifications as proposed in the Elden Street Owner, LLC/Wells & Associates/Wire Gill LLP/Bohler Generalized Development Plan dated March 2, 2022, and the Proffer Statement dated May 11, 2022 of ZMA #21-01, and in accordance with Section 78-51.1 and 78-155.1 of the Town of Herndon Zoning Ordinance.

The property is shown in the above referenced Generalized Development Plan and described in the land records of Fairfax County in Deed Book 25808 on page 1018. The Fairfax County Tax Map Number is 0171-02-0007 and the total land area is 6.394 acres.

- B. This rezoning shall be governed by this ordinance, the Town of Herndon Zoning Ordinance, the above referenced Proffer Statement for ZMA #21-01, and the above referenced Generalized Development Plan for ZMA #21-01. The Proffer Statement is included as an attachment to this ordinance. This Zoning Map Amendment is consistent with the adopted 2030 Comprehensive Plan of the Town of Herndon.
- C. The Town Council approves the following modifications to the zoning regulations, as allowed under Section 78-50.2(d):
- i. A modification to Section 78-100.2 to allow a minimum parking requirement of 184 parking spaces.
 - ii. A modification of Section 78-51.1(e) to allow a maximum front setback of 85 feet from the right-of-way and to allow a 12-foot separation distance between structures.
 - iii. A modification to Section 78-110.4(e)(3)(b) to allow a 7.5-foot buffer.

**June 14, 2022
(public hearing)**

- iv. A modification to Section 78-110.4 to allow a planting plan that is in substantial conformance with Sheet L-2 of the GDP.
- D. As to the modifications set out in item C. above, the Town Council finds that such modifications will afford equal or greater assurance of meeting the goals of the zoning ordinance, Town of Herndon, Virginia, as set out in the preamble of that ordinance.
- E. This ordinance shall be effective on and after its adoption.

[Note: Attached for reference, at the end of the minutes, are the signed Proffer Statement dated May 11, 2022 and the Generalized Development Plan dated March 2, 2022.]

**Vote on Resolution 22-G-34
SE #22-01**

Vice Mayor del Aguila moved approval of Resolution 22-G-34, to consider Special Exception Application SE #22-01, at 315 Elden Street.

Mayor Olem asked Vice Mayor del Aguila to include the rest of the verbiage of the motion.

Vice Mayor del Aguila stated he was moving to approve Resolution 22-G-34, to consider Special Exception Application SE #22-01, at 315 Elden Street, to allow development in the Floodplain Overlay District, subject to approval of Zoning Map Amendment ZMA #21-01, which is being reviewed concurrently with this case, continued from May 24, 2022.

Lesa Yeatts, Town Attorney, thought Mayor Olem was requesting to add the language that was provided in the revised resolution, dated and distributed on June 14, 2022. She specified it was important that statement was part of the motion.

Vice Mayor del Aguila clarified his motion, to include the statement below:

“The application shall be in substantial conformance with the ZMA #21-01 Generalized Development Plan dated March 2, 2022.”

Mayor Olem asked Ms. Yeatts if that was the language she was referring to, and she confirmed it was.

Motion seconded by Councilmember Dhakal.

There were further brief comments from Council.

**June 14, 2022
(public hearing)**

The question was called on the motion, which carried by a 6-0 roll call vote. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Regan was absent.

Resolution 22-G-34, to recommend approval of Special Exception, SE #22-01, 315 Elden Street, a special exception to allow for development within the FPO, Floodplain Overlay District.

WHEREAS, the applicant, Elden Street Owner, LLC, has submitted a special exception, SE #22-01, on land identified as Fairfax County Tax Map Number 0171-02-0007, to convert an existing hotel development to multi-family use and a portion of the existing site is within the floodplain; and

WHEREAS, this request is being heard concurrently with ZMA #21-01 and is contingent upon approval of ZMA #21-01; and

WHEREAS, the request conforms to the Town of Herndon 2030 Comprehensive Plan; and

WHEREAS on April 25, 2022, the Planning Commission held a public hearing to consider SE #22-01; and

WHEREAS, the Planning Commission has determined that the above referenced application conforms to Section 78-155.3(e)(1) and (2) of the zoning ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Herndon, Virginia, hereby approves Special Exception SE #22-01 with the following condition:

- The application shall be in substantial conformance with the ZMA #21-01 Generalized Development Plan dated March 2, 2022.

[Note: Attached for reference, at the end of the minutes, is the ZMA #21-01 Generalized Development Plan dated March 2, 2022.]

June 14, 2022
(public hearing)

8. Ordinance 22-O-14, to amend and reenact Chapter 42 (MOTOR VEHICLES AND TRAFFIC), of the Code of Herndon, Article IV (Stopping, Standing, Parking), Division 4 (Residential Permit Parking), Section 42-223 (Designated Residential Parking Zones), to designate a new residential parking zone to be known as the "Leona Lane Zone."

Certificates of Publication were filed from the Editor of the *Fairfax County Times Newspapers*, showing that notice of said public hearing item had been duly advertised in the Friday, May 27 and June 3, 2022 issues.

Mayor Olem recognized Mr. Ashton, who presented the staff report dated June 7, 2022, and a map, which are on file in the Town Clerk's office. The proposed ordinance would authorize the Town Manager to establish a residential parking permit zone for the legal spaces on Leona Lane, from its intersection with Marjorie Lane, continuing southward and eastward to cul-de-sac where Leona Lane ends, from 12:00 to 7:00 a.m. daily.

Mr. Ashton reviewed the residential parking permit program process and criteria. He stated that in April, the Runnymede Manor HOA brought a petition to his office to enact a residential parking permit zone on Leona Lane. He discussed the difficulties the residents were facing, which included safety and litter issues, difficulty obtaining town and emergency services, and not having curbside parking available near residences.

After evaluating the area, staff recommended that the Town Manager add a no parking area on the interior of Leona Lane and the cul-de-sac so that emergency vehicles had enough room to navigate the street. Once the no parking area went into effect, 22 legal spaces would exist in the proposed residential parking permit zone. Then, the application would meet all of the criteria for the parking permit zone, with 90 percent of the available spaces being occupied overnight.

Mr. Ashton presented and discussed a map of the area, which showed the no parking areas and where the zone would be located. The map is on file in the Town Clerk's office.

Staff recommends approval of the proposed ordinance, as presented. Mr. Ashton would work with the residents in the neighborhood to modify the parking zone as needed.

There was brief discussion amongst Council and staff on this item.

In response to queries from Councilmember Singh, Mr. Ashton advised that the permit program would be in effect overnight, similar to the Madison Street Zone. He had not received parking complaints during the daylight hours for this area. He also stated that making this road private, rather than managing the parking issue, would be a rather draconian measure, since the town would no longer be responsible for maintenance and plowing.

**June 14, 2022
(public hearing)**

In response to queries from Councilmember Friedrichs, Mr. Ashton confirmed that as Town Manager, he could establish the no parking areas, and that Council would act on implementing the residential parking zone.

In response to queries from Vice Mayor del Aguila, Mr. Ashton agreed that this process was well documented. Vice Mayor del Aguila thought that the town would need to scale this process to meet future parking challenges in town. He wanted to make sure the town was prepared for possible parking challenges.

Mr. Ashton responded that he was not concerned about completing the petition, response, and engineering process on a larger scale. What would potentially concern him was administering the parking permits through the Finance Department, along with enforcement.

In response to queries from Councilmember Dhakal, Mr. Ashton reviewed how he responded to the initial parking permit request and how staff worked on adding the no parking areas.

In response to queries from Councilmember Alam, Mr. Ashton stated that every resident would receive two visitor parking passes, which would have to be displayed overnight. It was a misdemeanor to distribute the visitor passes for anything other than personal use, and the visitor passes would have to be obtained annually.

The public hearing was held, and the following individuals provided testimony:

- Mary Mann, 110 Leona Lane, Herndon, provided a handout for the record, which is on file in the Town Clerk's office. She discussed the neighbors' concerns and expressed her support for the proposed ordinance. She was also providing comments on behalf of Melody Fetske, who had submitted an email to the Town Clerk for the record.
- Paul Cella, 307 Marjorie Lane, Herndon, expressed support for the proposed ordinance, and asked that the town allow residents to use the parking permits on vehicles that are registered out of state.
- Lorraine Leacock, 906 Leona Lane, Herndon, provided a handout for the record, which is on file in the Town Clerk's office. She discussed parking and safety issues and requested that the residential parking permit apply throughout the Runnymede Manor neighborhood.
- Vida Khadem, 1218 Magnolia Lane, Herndon, asked about which houses would be included in the parking zone.
- Carol Fleming, 937 Leona Lane, Herndon, expressed support for starting the process and having the Town Manager expand the zone as needed.

**June 14, 2022
(public hearing)**

- David Fridberg, 921 Leona Lane, Herndon, asked if there was a parking issue in the Madison Forest Area, stating there was a long-standing issue in his part of the neighborhood.
- Nelson Pantojas, 929 Leona Lane, Herndon, discussed the existing safety issues in the neighborhood and expressed support for the proposed ordinance.
- Rick Hancock, 306 Marjorie Lane, Herndon, stated he had served as the HOA President and participated in many discussions on this issue. He reviewed the safety concerns in the neighborhood, and he asked the Town Manager how he would look for changes in parking patterns.

Responding to Mr. Hancock, Mayor Olem stated that once the Council gave permission to instate the zone, the Town Manager would be able to expand it as parking behavior changed. She stated this had occurred before along Old Hunt Way.

Mr. Ashton stated that it was an administrative matter to change the zone once it was established.

- Stevan Porter, 905 Vine Street, Herndon, expressed support for the proposed ordinance. As a paramedic who operates emergency vehicles, he advised to proactively add no parking areas to Marjorie Lane and the upper section of Leona Lane.

Main Motion

(APPROVED)

Vice Mayor del Aguila moved approval of Ordinance 22-O-14, to amend and reenact Chapter 42 (MOTOR VEHICLES & TRAFFIC), to designate a new residential parking zone to be known as the "Leona Lane Zone," as presented.

Motion seconded by Councilmember Friedrichs.

There were brief comments from Council.

Vice Mayor del Aguila thought that this was a repeatable process and he wanted to ensure that it was. He said it was the perfect example of a "minimum viable product" (MVP) that could be adjusted in the future.

Councilmember Friedrichs thanked the Leona Lane residents for their work on the issue. While she was sympathetic to those with out of state license plates, non-military residents with vehicles housed in the state needed to register their vehicles in Virginia.

Councilmember Dhakal thanked the residents and stated that he understood there were other parking issues in the neighborhood. He echoed Vice Mayor del Aguila's comments about this solution being an MVP that could be updated.

**June 14, 2022
(public hearing)**

Councilmember Singh expressed concern over parking issues in nearby neighborhoods that he would like staff to also address. He indicated he would like to make a motion.

Councilmember Alam stated she was glad children would be able to play safely in the neighborhood.

Mayor Olem expressed her support and stated that the Town Manager had a lot of experience with these parking matters. She was confident that Mr. Ashton would work with the neighbors on changes to the zone. She echoed Councilmember Friedrichs' comments about registering out of state plates in Virginia, if the resident was not in the military.

Friendly Amendment (REJECTED)

Councilmember Singh wanted to consider asking Mr. Ashton to work with the adjacent neighborhoods to "re-order the numbering, or...take the other actions...to reduce the incentive" for parking, in approximately four months.

Vice Mayor del Aguila advised Mayor Olem that there was a motion on the floor, to which Mayor Olem agreed.

Mayor Olem stated that the motion on the floor was to "amend and reenact Chapter 42," and she referenced the agenda title.

Councilmember Singh stated he was proposing an amendment, to "include this study and implementation of re-ordering the numbering...in the adjacent neighborhoods."

Vice Mayor del Aguila asked Councilmember Singh if he was offering a friendly amendment, to which Councilmember Singh agreed that it was a friendly amendment.

Vice Mayor del Aguila, the motion maker, rejected the friendly amendment.

Mayor Olem began to speak, and Councilmember Singh interrupted, stating that the issue he brought up must be addressed. He asked Mr. Ashton if he could address it, or if that would be a separate process.

Mr. Ashton suggested not cluttering the resolution with this amendment. He asked the Council to keep in mind that although he could reach out and talk to the HOA, he does not have statutory authority over a privately owned lot.

Councilmember Singh interrupted, stating that he was aware of what Mr. Ashton was saying.

Mr. Ashton continued, stating that he could only make requests about privately owned parking areas, but he could not do anything else.

**June 14, 2022
(public hearing)**

Councilmember Singh thought that Mr. Ashton had a lot of influence, if he chose to use it. He did not think that individuals should park in other neighborhoods when they have spaces in their neighborhoods.

Mayor Olem restated that there was a motion on the floor.

Councilmember Singh interrupted, saying that he understood that, but he wanted an opinion.

Mr. Ashton stated that he spoke with the Runnymede Manor HOA three or four years ago, when they tried to apply for a residential parking permit for the entire neighborhood. That application did not meet the warrants. He reached out to the HOA, and they indicated that they would look into it. That was as far as it went at the time.

Councilmember Singh thought they should make this request, "so they are forced to look" at it.

**Vote on the
Main Motion**

(APPROVED)

Councilmember Olem restated that there was a motion on the floor, and seeing no further discussion, she called the question and asked the Clerk to call the roll.

The motion was restated for clarity, which was to approve Ordinance 22-O-14, to amend and reenact Chapter 42 (MOTOR VEHICLES & TRAFFIC), to designate a new residential parking zone to be known as the "Leona Lane Zone."

The question was called on the motion, which carried by a 6-0 roll call vote. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Regan was absent.

Ordinance 22-O-14, to amend and reenact Chapter 42 (MOTOR VEHICLES AND TRAFFIC), of the Code of Herndon, Article IV (Stopping, Standing, Parking), Division 4 (Residential Permit Parking), Section 42-223 (Designated Residential Parking Zones), to designate a new residential parking zone to be known as the "Leona Lane Zone".

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia, that:

1. Chapter 42, Motor Vehicles and Traffic, Article IV, Stopping, Standing, Parking, Division 4, Residential Permit Parking of the Herndon Town Code (2000), as amended, is amended and re-ordained as follows:

June 14, 2022
(public hearing)

Section 42-223. Designated Residential Permit Parking Zones

Leona Lane Zone. Parking by permit only 12:00 a.m. to 7:00 a.m. on Leona Lane from its intersection with Marjorie Lane and continuing southward and eastward to cul-de-sac where Leona Lane ends.

Madison Street Zone. Parking by permit only 12:00 a.m. to 7:00 a.m. Madison Street from its intersection with Madison Forest Drive and continuing eastward to cul-de-sac where Madison Street ends.

2. This ordinance shall be effective on and after the date of its adoption.

CONSENT

9. Resolution 22-G-43, to award a Contract for Smart City Services RFP #22-12;
10. Resolution 22-G-44, to approve and authorize the Mayor to sign a Second Sublicense Extension between Town of Herndon and Arts Herndon, Inc., to extend the expiration date to June 30, 2023 for space at 750 Center Street;
11. Resolution 22-G-45, to approve and authorize the Mayor to sign a Second Sublicense Extension between Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company, to extend the expiration date to June 30, 2023 for space at 750 Center Street;
12. Ordinance 22-O-15, to approve and authorize the Mayor to sign a Third Lease Extension between Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company, to extend the expiration date to June 30, 2023 for space at 397 Herndon Parkway for rehearsal;
13. Ordinance 22-O-16, to approve and authorize the Mayor to sign a Lease Extension between Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company, to extend the expiration date to June 30, 2023 for space at 397 Herndon Parkway for storage;
14. Proclamation, to recognize Lesbian, Gay, Bisexual & Transgender (LGBTQ+) Pride Month, June 2022; and
15. Resolution 22-G-46, to approve and authorize the Mayor to sign the Operation and Maintenance Agreement for Phase 2 Facilities for the Herndon Metrorail Station.

**June 14, 2022
(public hearing)**

Councilmember Friedrichs moved to approve the Consent agenda, and she asked Mayor Olem if she needed to read the resolution titles.

Mayor Olem said that Councilmember Friedrichs could state that her motion included approval of the items listed on the Consent agenda.

Councilmember Friedrichs clarified that her motion to approve included items #9-15 on that night's agenda.

The motion was seconded by Councilmember Dhakal.

The question was called on the motion, which carried by a 6-0 roll call vote. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Singh, Vice Mayor del Aguila, and Mayor Olem voting "Aye." Councilmember Regan was absent.

Resolution 22-G-43, to Award a Contract for Smart City Services, RFP #22-12.

WHEREAS, the Request for Proposal process was used to solicit offers from software contractors; and

WHEREAS, the request for proposal solicited services for an initial five-year contract and

WHEREAS, the Request for Proposal was posted February 17, 2022, on the eVA Commonwealth of Virginia procurement website and the Town's Website to maximize fullest competition; and

WHEREAS, two (2) proposals were received on March 29, 2022, at 3:00 p.m. and the proposal award was based on the best solution for the Town with the results as follows:

1. Vivacity / eX2 Technology;
2. M.C. Dean; and

WHEREAS, it is the staff's recommendation to award the contract to the best proposal that fits the Town's needs, Vivacity / eX2 Technology; and

WHEREAS, funds to support the work with proposal costs established by the contract are available in the following account: I.T. Budget 001/0225/420790.

**June 14, 2022
(public hearing)**

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby awards a five-year contract, RFP #22-12, to **Vivacity / eX2 Technology** for Smart City Services, in the amount of \$319,341.00 for a five-year term or \$63,868.20 annually.

[Note: Attached for reference is the Second Extension of Sublicense dated June 14, 2022 b/n the town and Arts Herndon, Inc.]

**June 14, 2022
(public hearing)**

Second Extension of Sublicense

This Second Extension of Sublicense dated June 14, 2022, hereby extends the June 30, 2022 termination date of the existing Sublicense between the Town of Herndon, a Virginia municipal corporation (Town) and Arts Herndon, Inc., a Virginia non-profit, charitable corporation (Sublicensee), dated December 18, 2020 and as extended by the Extension of Sublicense dated December 27, 2021, for approximately 3,210 square feet of building space, outside lawn area, and gravel parking spaces located at 750 Center Street (the Sublicense) for a period of 1 year (the Extension).

THEREFORE, for the consideration stated in the Sublicense and herein, the parties agree as follows:

1. The Sublicense is incorporated by reference.
2. The Sublicense shall terminate on **June 30, 2023**.
3. In all other respects, the Sublicense is confirmed.

TOWN OF HERNDON, VIRGINIA <i>Sheila A. Olsen</i> Sheila A. Olsen, Mayor ATTEST <i>George J. Yeatts</i> Town Clerk	ARTS HERNDON, INC. <i>Joanna Ormesher</i> Joanna Ormesher, President and CEO APPROVED AS TO FORM <i>Lesa J. Yeatts</i> Lesa J. Yeatts, Town Attorney
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**June 14, 2022
(public hearing)**

Resolution 22-G-45, to approve and authorize the Mayor to sign a Second Sublicense Extension between Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company, to extend the expiration date to June 30, 2023 for space at 750 Center Street.

WHEREAS, the parties entered into a Sublicense Agreement dated December 28, 2020, as extended by the Extension of Sublicense dated December 27, 2021 for the use of property licensed to the Town at 750 Center Street; and

WHEREAS, the Sublicense Agreement is set to expire on June 30, 2022; and

WHEREAS, Town and The Elden Street Players desire to extend the term of the Agreement to expire on June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Herndon, Virginia that the Mayor of the Town of Herndon, Virginia is authorized to sign and deliver this Second Extension of Sublicense on such form approved by the Town Attorney and any other instrument necessary to evidence or effectuate this agreement.

[Note: Attached for reference is the Second Extension of Sublicense dated June 14, 2022 b/n the town and The Elden Street Players d/b/a NextStop Theatre Company.]

**June 14, 2022
(public hearing)**

Second Extension of Sublicense

This Second Extension of Sublicense dated June 14, 2022, hereby extends the June 30, 2022 termination date of the existing Sublicense between the Town of Herndon, a Virginia municipal corporation (Town) and The Elden Street Players d/b/a NextStop Theatre Company (Sublicensee), dated December 28, 2020 and as extended by the Extension of Sublicense dated December 27, 2021, for approximately 2,790 square feet of space located at 750 Center Street (the Sublicense) for a period of 1 year (the Extension).

THEREFORE, for the consideration stated in the Sublicense and herein, the parties agree as follows:

1. The Sublicense is incorporated by reference.
2. The Sublicense shall terminate on **June 30, 2023**.
3. In all other respects, the Sublicense is confirmed.

TOWN OF HERNDON, VIRGINIA <i>Sheila A. Olem</i> Sheila A. Olem, Mayor	THE ELDEN STREET PLAYERS D/B/A NEXTSTOP THEATRE COMPANY <i>Melody Fetske</i> Melody Fetske, President
ATTEST <i>[Signature]</i> Town Clerk, Herndon	APPROVED AS TO FORM <i>[Signature]</i> Lesa Yeatts, Town Attorney

**June 14, 2022
(public hearing)**

Ordinance 22-O-15, to approve and authorize the Mayor to sign a Third Lease Extension between Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company, to extend the expiration date to June 30, 2023 for space at 397 Herndon Parkway for rehearsal.

BE IT ORDAINED by the Town Council for the Town of Herndon, Virginia that:

1. The Town Council approves this Third Extension of Lease dated June 14, 2022. This instrument extends the expiration date of the original Lease Agreement dated October 15, 2019, as amended by the Emergency Extension dated September 18, 2020, as amended by the Second Extension dated October 8, 2021, for a period of 1 year, to June 30, 2023.
2. In all other respects the original lease remains in effect.
3. The Mayor is authorized to sign and deliver the Third Extension of Lease as described in paragraph 1 above and any related document necessary to evidence or effect the lease amendment.
4. This ordinance shall be effective on and after the date of its adoption.

[Note: Attached for reference is the Third Extension of Lease dated June 14, 2022 b/n the town and The Elden Street Players d/b/a NextStop Theatre Company.]

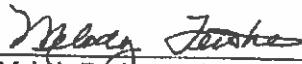
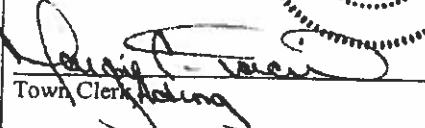
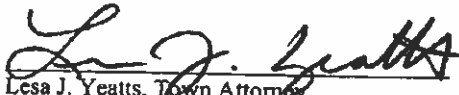
**June 14, 2022
(public hearing)**

Third Extension of Lease

This Third Extension of Lease dated June 14, 2022, hereby extends the June 30, 2022 termination date of the existing Lease between the Town of Herndon, a Virginia municipal corporation (Town) and The Elden Street Players d/b/a NextStop Theatre Company (Tenant), dated October 15, 2019, as extended by the Emergency Extension dated September 18, 2020, as extended by the Second Extension dated October 8, 2021, for space in a portion of the Town's building located at 397 Herndon Parkway for rehearsal (Lease) for a period of 1 year (Extension).

THEREFORE, for the consideration stated in the Lease and herein, the parties agree as follows:

1. The Lease is incorporated by reference.
2. The Lease shall terminate on **June 30, 2023**.
3. In all other respects, the Lease is confirmed.

TOWN OF HERNDON, VIRGINIA  Sheila A. Olem, Mayor	THE ELDEN STREET PLAYERS D/B/A NEXTSTOP THEATRE COMPANY  Melody Folske, President
ATTEST  Town Clerk	APPROVED AS TO FORM  Lesa J. Yeatts, Town Attorney

**June 14, 2022
(public hearing)**

Ordinance 22-O-16, to approve and authorize the Mayor to sign a Lease Extension between Town of Herndon and The Elden Street Players d/b/a NextStop Theatre Company, to extend the expiration date to June 30, 2023 for space at 397 Herndon Parkway for storage.

BE IT ORDAINED by the Town Council for the Town of Herndon, Virginia that:

1. The Town Council approves this Extension of Lease dated June 14, 2022. This instrument extends the expiration date of the original Lease Agreement dated June 8, 2021, for a period of 1 year, to June 30, 2023.
2. In all other respects the original lease remains in effect.
3. The Mayor is authorized to sign and deliver the Extension of Lease as described in paragraph 1 above and any related document necessary to evidence or effect the lease amendment.
4. This ordinance shall be effective on and after the date of its adoption.

[Note: Attached for reference is the Extension of Lease dated June 14, 2022 b/n the town and The Elden Street Players d/b/a NextStop Theatre Company.]

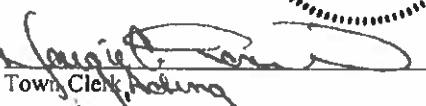
**June 14, 2022
(public hearing)**

Extension of Lease

This Extension of Lease dated June 14, 2022, hereby extends the June 30, 2022 termination date of the existing Lease between the Town of Herndon, a Virginia municipal corporation (Town) and The Elden Street Players d/b/a NextStop Theatre Company (Tenant), dated June 8, 2021, for space in a portion of the Town's building located at 397 Herndon Parkway for storage (Lease) for a period of 1 year (Extension).

THEREFORE, for the consideration stated in the Lease and herein, the parties agree as follows:

1. The Lease is incorporated by reference.
2. The Lease shall terminate on **June 30, 2023**.
3. In all other respects, the Lease is confirmed.

TOWN OF HERNDON, VIRGINIA  Sheila A. Olem, Mayor	THE ELDEN STREET PLAYERS D/B/A NEXTSTOP THEATRE COMPANY  Melody Fetske, President
ATTEST  Town Clerk	APPROVED AS TO FORM  Lesa J. Yeatts, Town Attorney

**June 14, 2022
(public hearing)**

**Town Of Herndon, Virginia
Proclamation
Lesbian, Gay, Bisexual & Transgender (LGBTQ+)
Pride Month
June 2022**

Lesbian, gay, bisexual & transgender (LGBTQ+) Americans have made and continue to make great and lasting contributions that strengthen the fabric of American society. LGBTQ+ individuals come from all regions, ethnicities, religions, backgrounds, and socioeconomic status, and significantly contribute to our community across all professions and family structures. The nature of that intersectionality further enriches us all with enhanced awareness of, and appreciation for, the diversity that makes our community more vibrant, more welcoming, and more American.

For more than two centuries, our nation has struggled to transform the ideals of liberty and equality from founding promise into lasting reality. LGBTQ+ Americans have worked tirelessly on the next chapter of that history ~ from the patrons of The Stonewall Inn who awakened a movement; to service members being honest about who they love; to marriage equality; to brave young people who come out and speak out every day.

Therefore, the Mayor and Town Council of the Town of Herndon, Virginia, hereby proclaim June 2022 as **Lesbian, Gay, Bisexual & Transgender (LGBTQ+) Pride Month**; recognize the injustice and prejudice the LGBTQ+ community has worked to overcome; encourage advocates who are dedicated to equality; recognize the impact that LGBTQ+ individuals have on our community; and commit to standing in solidarity with the LGBTQ+ community in eliminating prejudice everywhere.

Further, the Town of Herndon, Virginia, hereby celebrates the great diversity of the American people and our residents and encourages waving flags of Pride high during Pride Month and throughout the year.

Resolution 22-G-46, to approve and authorize the Mayor to sign the Operation and Maintenance Agreement for Phase 2 Facilities for the Herndon Metrorail Station.

WHEREAS, the Herndon Metrorail Station is included in Phase 2 of the Dulles Corridor Metrorail Project, also known as the Silver Line, that extends the Washington Metrorail System from the East/Wiehle Avenue area of Fairfax County to Loudoun County; and

**June 14, 2022
(public hearing)**

WHEREAS, as a stakeholder in the Phase 2 project, the Town is required to maintain designated facilities that are part of the Herndon Metrorail Station and surrounding area; and

WHEREAS, the Silver Line Project requires the various stakeholders involved in the project to execute the Operation and Maintenance Agreement (DIAAH – DTR – Dulles Greenway – and Phase 2 Facilities Generally) (the “Agreement”) between the Town, Fairfax County, Washington Metropolitan Area Transit Authority (WMATA), Metropolitan Washington Airports Authority (MWAA), the Virginia Department of Transportation (VDOT), and Toll Road Investors Partnership II, L.P (TRIP II) before the Phase 2 of the Project is transferred to WMATA for revenue operations.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Herndon, Virginia hereby approves and authorizes the Mayor to sign the proposed Operation and Maintenance Agreement (DIAAH – DTR – Dulles Greenway – and Phase 2 Facilities Generally) substantially in the form of that considered by the Town Council on June 14, 2022, with such changes as

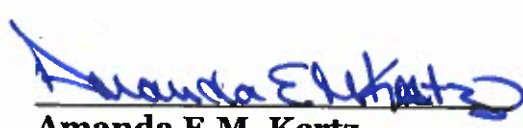
[Note: Attached for reference, at the end of the minutes, is the Operation and Maintenance Agreement (DIAAH – DTR – Dulles Greenway – and Phase 2 Facilities Generally) b/n the Town, Fairfax County, WMATA, MWAA, the VDOT, and TRIP II.]

ADJOURNMENT

Councilmember Friedrichs moved to adjourn the meeting of the June 14, 2022 public hearing at 8:25 p.m., and Councilmember Singh seconded the motion. The question was called on the motion which carried by a 6-0 roll call vote. The vote was: Councilmembers Alam, Dhakal, Friedrichs, Singh, Vice Mayor del Aguila, and Mayor Olem voting “Aye.” Councilmember Regan was absent.


Sheila A. Olem
 Mayor




Amanda E.M. Kertz
 Chief Deputy Town Clerk

Minutes approved by Town Council: October 11, 2022.

**June 14, 2022
(public hearing)**

NOTE:

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DRAFT PROFFERS
315 Elden Street Adaptive Reuse
May 11, 2022

Pursuant to Section 15.2-2303 of the Code of Virginia (1950, as amended) and Section 78-51.1 of the Town of Herndon Zoning Ordinance, as amended (the "Zoning Ordinance"), the undersigned, for themselves and their successors and/or assigns (referred to hereafter, both collectively and, where appropriate, individually, as the "Applicant"), hereby proffers that the development (the "Development") of the parcels that are the subject of this application, which are shown on the Fairfax County 2021 Real Property Map as parcels 017-1 ((02)) 0007 (the "Property") shall be in substantial conformance with the conditions set forth below (the "Proffers") if, and only if, the rezoning of the Property to Planned Development – Urban Residential ("PD-UR") and Zoning Map Amendment # 21-01 (the "Application") are approved by the Town Council.

1. DEVELOPMENT PLAN.

- a. The Property shall be developed in substantial conformance with the development plan entitled General Development Plan for 315 Elden Street Adaptive Reuse prepared by Bohler dated March 02, 2022 (the "Development Plan") and these Proffers. It is understood by the Applicant that all other applicable regulations and policies governing land development within the Town of Herndon (the "Town") shall apply to the Property and its development unless specifically modified by the language of this approval.
- b. Minor modifications of the Development Plan may be permitted without the need for an amendment to this approval when necessitated by final engineering or site design provided that the development is in substantial conformance with the Development Plan, these Proffers, and as approved by the Architectural Review Board ("ARB"), if applicable. Substantial conformity shall be determined as provided in the Zoning Ordinance.

2. PERMITTED USES.

- a. Unless modified by an amendment to the approved Development Plan, any use or combination of uses permitted in the PD-UR Zone may be established on the Property, with the exception of retail sales, which shall not be permitted

3. WORKFORCE HOUSING.

- a. **NUMBER OF UNITS.**
 - i. The Applicant shall provide no less than 50% of the total number of residential units on the Property as dedicated Workforce Dwelling Units (WDUs). The number of WDU units will be based upon the final number of total units that the Applicant constructs on the Property, not to exceed

170 units.

- ii. The WDU units will be distributed across the Property and no fewer than 20% of any unit type will be allocated as WDUs.
- iii. The WDU will have the same level of interior finishes and access to Property amenities as the market rate units.
- iv. Units designated as WDU units may change as residents move in and out of the building or have incomes that exceed AMI limits.

b. AFFORDABILITY.

- i. The maximum rent allowed for the WDUs will be affordable to households earning up to 80% of Area Median Income ("AMI"). Affordable means those households spend up to 30% of their gross annual income towards rent. AMI and maximum rent for such units is established annually by the non-profit Virginia Housing for the Washington Metropolitan Statistical Area and is based on number of persons in each household.
- ii. The maximum rent allowed for the WDUs will be limited to the annual Virginia Housing AMI limits.

c. TERM.

- i. The WDUs in this program will be provided for 30 years beginning with the occupancy of the first WDU unit.

d. WDU PROGRAM MANAGEMENT.

- i. Prior to occupancy of any market rate or WDU unit, the Applicant shall enter into a written agreement (WDU Agreement) with the Town of Herndon regarding management of this WDU Proffer commitment. The WDU Agreement shall address the following to the satisfaction of the Town:
 - 1. Applicant's process for verifying resident income and eligibility to lease WDU unit.
 - 2. Reporting requirements to Town upon lease up and, no less than annually thereafter, to verify compliance with these WDU Proffers. Reporting to include number of units leased, household size, household income and term of lease.

3. Process for periodic Town inspection of units and rental records.

4. Procedures and guidelines in the event that individuals or families already in the WDU program exceed the income limits. Individuals or families who initially qualify for a WDU unit and then have increase in income beyond the 80% AMI limit will have the option of staying within the same unit for one additional year at the rental rates under these Proffers. After which that unit will be reclassified as a market rate unit, and the Applicant will need to provide a replacement WDU unit within 30 days.

e. COVENANT.

i. The Applicant shall record a covenant memorializing the Property's commitment for 50% of residential units to be set aside as Workforce Dwelling Units for a period of 30 years beginning with the occupancy of the first WDU unit.

4. ARCHITECTURE AND SITE DESIGN

a. The final architectural treatment and exterior design of all buildings and site amenities within the Development Plan shall create a sense of identity and place through the use of unifying elements such as color, materials, and landscaping as generally reflected in the exhibits contained in the Development Plan, including Correspondence Sheet C-7.

b. Refuse and Recycling Enclosure. The Development Plan designates a general location and general design details for a refuse and recycling enclosure as shown on Sheet C-3. The existing dumpster enclosure in the northeast quadrant of the site shall be reused to provide more proximity to refuse service for all residents. The refuse and recycling will be serviced by a private provider at a frequency that is sufficient to prevent the accumulation of refuse or recycling outside of any dumpster on the property.

5. TRANSPORTATION.

a. Transportation Demand Management (TDM). The TDM Plan will include the below elements:

- a. Contributions to resident Metro fare cards.
- b. Contributions to County and WMATA bus service fare.
- c. Carpool parking space.

- d. Rideshare drop-off area in northeast corner of site
 - e. New resident information packets regarding all of the above and additional information about transit, carpool, vanpool, and bicycle options.
- b. Bicycles. As shown in the GDP, the applicant shall provide (3) bike parking pads onsite, near the street frontages to provide a total of (12) bike parking spaces. In addition, the applicant shall provide a secure, weather-protected bike parking for at least (48) bikes as shown on sheet C-7, and bike parking within an existing parking space for at least (12) bike parking spaces. A bicycle repair station shall be provided for bicycle repair and maintenance. The above facilities shall be provided prior to the first certificate of occupancy.
- c. New Pedestrian Infrastructure. New ADA-accessible pedestrian connections shall be constructed to access the public sidewalks along Elden Street, Grove Street, and Herndon Parkway and interior crosswalks shall be added as shown on GDP sheet C-3. The above facilities shall be provided prior to the first certificate of occupancy.
- d. Dedication. Approximately 884 square feet of land abutting the existing Elden Street public right-of-way along the western portion of the property's frontage will be dedicated to the Town of Herndon at no cost to the Town. See GDP sheet C-3. The approved plat and deed of dedication shall be recorded prior to approval of the site plan.
- e. Bus Stop. The Applicant shall provide a \$10,000 monetary contribution to the Town for the improvement and/or relocation of the existing bus stop along Herndon Parkway currently in front of the office property to the southeast at Tax Map #017-1 ((06)) G. The above contribution shall be provided prior to the issuance of the first certificate of occupancy.

6. GREEN BUILDING.

In furtherance of the Green Building goals of the Town, the Applicant shall provide each residential building with energy efficient light fixtures and appliances. In addition, low-flow toilets and sinks shall be provided in each residential building.

7. UNIVERSAL DESIGN.

In furtherance of the Urban Design objectives of the Planned Development - Urban Residential District, the Applicant shall provide for Universal Design features within select residential units. This includes a commitment to provide three (3) ground floor Accessible units. In addition, all public open spaces will be Accessible. Finally, all ground floor units will apply the "adaptable" concept identified by the Fair Housing Act. Some examples of "adaptable" design concepts are walls that provide framing for future grab bars in bathrooms, lever handles on doors and faucets, and electrical wall switches requiring less dexterity by users.

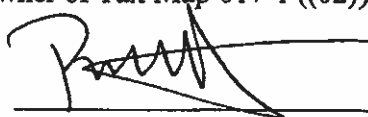
8. CONTRIBUTIONS.

- a. Recreation/Community Amenities/Civic Facilities. The applicant shall commit to maintaining the extensive existing onsite resident amenities. These high-quality amenities will be available to all residents and include outdoor patios with seating, barbecue grills, lighting, pavers, and trash receptacles, an outdoor pool, an outdoor sport court, and other outdoor gathering areas with seating.
- b. Offsite Recreation Contribution. Prior to the issuance of the first certificate of occupancy, the Applicant must contribute a lump sum of \$350 per market-rate residential unit to the Town of Herndon for use at off-site recreational facilities within the Town.
- c. School Contribution.
 - i. Prior to the issuance of the first certificate of occupancy, the Applicant will contribute funds for (19) nineteen students. The contribution amount is \$232,978.00. This number was derived from the latest Fairfax County Public Schools Student Yield Ratio for mid/high-rise multifamily, multiplied by the total number of residential units constructed (170), multiplied by \$12,262.00 per student generated, per the Residential Development Criteria Implementation Motion adopted by the Fairfax County Board of Supervisors on January 7, 2003, as amended, to the Board of Supervisors for transfer to the Fairfax County School Board to be used for capital improvements and capacity enhancements to schools that serve the Town of Herndon. The contributions will be based on the actual number of residential units constructed, as the total amount may vary. Following approval of this Development Plan and prior to the Applicant's payment of the amount(s) set forth in this Proffer, if Fairfax County should modify the ratio of students per units of the amount of the contribution per student, the Applicant will pay the modified contribution amount to reflect the then current ratio and/or contribution for mid/high-rise residential (or equivalent).
- d. Public Safety Contribution. The Applicant shall contribute a total of \$10,000.00 to the Town of Herndon Police Department. The contribution shall be paid upon site plan approval.
- e.

9. **ESCALATION.** All monetary contributions required by these proffers, with the exception of the proffer relating to the public school contribution, shall escalate on a yearly basis from the base year of 2022 and change effective each January 1 thereafter, based on the Consumer Price Index as published by the Bureau of Labor Statistics, the U.S. Department of Labor for the Washington-Baltimore, MD-VA-DC-WV Consolidated Metropolitan Statistical Area (the "CPI"), as permitted by Virginia State Code Section 15.2-2303.3.3.
10. **SUCCESSORS AND ASSIGNS.** These proffers shall bind and inure to the benefit of the Applicant and his/her successors and assigns
11. **COUNTERPARTS.** These proffers may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original document and all of which taken together shall constitute but one and the same instrument.

ELDEN STREET OWNER LLC

Title Owner of Tax Map 017-1 ((02)) 0007

By: Name: Peter C. KleeblattTitle: Authorized Party

COMMONWEALTH OF Washington, DC
 CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this 11th day of May, 2022
 by Peter C. Kleeblatt as Authorized Party and on behalf of Elden Street Owner LLC

Linda Agyare Boateng

Notary Public

Notary Registration No: N/A

My Commission Expires: 6/30/2026

Linda Agyare Boateng
 Notary Public, District of Columbia
 My Commission Expires 06/30/2026

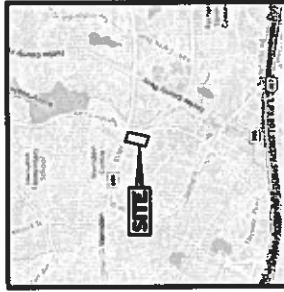


GENERAL DEVELOPMENT PLAN

FOR

315 ELDEN STREET ADAPTIVE REUSE

LOCATION OF SITE
315 ELDEN STREET
TOWN OF HERNDON
FAIRFAX COUNTY, VA
DRANESVILLE DISTRICT



LOCATION MAP
SCALE 200'

SHEET INDEX	
SHEET NO.	SHEET NAME
1	GENERAL DEVELOPMENT PLAN
2	LANDSCAPE ARCHITECTURE
3	TRAFFIC CONSULTANT
4	ATTORNEY
5	CIVIL ENGINEER
6	LANDSCAPE ARCHITECT
7	ADDITIONAL SHEETS

MODIFICATIONS REQUESTED

1. The proposed development is located within the existing 100-foot wide right-of-way. The proposed development is located within the existing 100-foot wide right-of-way. The proposed development is located within the existing 100-foot wide right-of-way.
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7. The proposed development is located within the existing 100-foot wide right-of-way. The proposed development is located within the existing 100-foot wide right-of-way. The proposed development is located within the existing 100-foot wide right-of-way.

CIVIL ENGINEER
NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

LANDSCAPE ARCHITECT
NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

ATTORNEY
NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

TRAFFIC CONSULTANT
NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

OWNER/DEVELOPER
NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

BOHLER SITE CIVIL AND CONSULTING ENGINEERS LANDSCAPE ARCHITECTS PLANNING SERVICES TRANSPORTATION SERVICES 10000 BOHLER DRIVE FALLS CHURCH, VA 22044 (703) 271-1000 WWW.BOHLER-VA.COM		811 Call Before You Dig 800-4-A-DAWG 800-4-2-DAWG	NOT APPROVED FOR CONSTRUCTION 1. [] 2. [] 3. [] 4. [] 5. [] 6. [] 7. [] 8. [] 9. [] 10. [] 11. [] 12. [] 13. [] 14. [] 15. [] 16. [] 17. [] 18. [] 19. [] 20. [] 21. [] 22. [] 23. [] 24. [] 25. [] 26. [] 27. [] 28. [] 29. [] 30. [] 31. [] 32. [] 33. [] 34. [] 35. [] 36. [] 37. [] 38. [] 39. [] 40. [] 41. [] 42. [] 43. [] 44. [] 45. [] 46. [] 47. [] 48. [] 49. [] 50. [] 51. [] 52. [] 53. [] 54. [] 55. [] 56. [] 57. [] 58. [] 59. [] 60. [] 61. [] 62. [] 63. [] 64. [] 65. [] 66. [] 67. [] 68. [] 69. [] 70. [] 71. [] 72. [] 73. [] 74. [] 75. [] 76. [] 77. [] 78. [] 79. [] 80. [] 81. [] 82. [] 83. [] 84. [] 85. [] 86. [] 87. [] 88. [] 89. [] 90. [] 91. [] 92. [] 93. [] 94. [] 95. [] 96. [] 97. [] 98. [] 99. [] 100. []	GENERAL DEVELOPMENT PLAN 315 ELDEN STREET RESIDENTIAL LOCATION OF SITE 315 ELDEN STREET TOWN OF HERNDON FAIRFAX COUNTY, VA DRANESVILLE DISTRICT	BOHLER 10000 BOHLER DRIVE FALLS CHURCH, VA 22044 (703) 271-1000 WWW.BOHLER-VA.COM	COVER SHEET C-1
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[illegible]

National Flood Hazard Layer FIRMette

77°22'41"W 38°56'17"N



0 250 500 1,000 1,500 2,000 Feet
 1:10,000
 Basemap: USGS National Map; Orthorectified; Data refreshed October, 2020

Legend

SEE FIRM REPORT FOR DETAILED LEGEND AND MODEL MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, X, Y, AP
	With BFE or Depth zone A, X, Y, AP
	Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Areas with Reduced Flood Risk due to Levees, Sea Notes, Zone X
	Areas with Flood Risk due to Levees Zone D

OTHER AREAS	Area of Minimal Flood Hazard Zone X
	Effective LOWRPs
	Area of Undetermined Flood Hazard Zone B
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

OTHER FEATURES	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Tract
	Base Flood Elevation Line (BFE)
	Limit of Study
	Artificial Boundary
	Coastal Tract Baseline
	Profile Baseline
	Hydrographic Feature

MAP PANELS	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was updated on 9/20/2021 at 10:50 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is valid if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifier, FIRM panel number, and FIRM effective date. Map images for unmapped and undetermined areas cannot be used for regulatory purposes.

BOHLER
 811
 1000 N. 10TH ST. SUITE 100
 HERNDON, VIRGINIA 20151
 (703) 461-1000
 www.bohlerfirm.com

DATE	DESCRIPTION
9/20/2021	Final FIRM
9/17/2021	Final FIRM
9/17/2021	Final FIRM

811
 1000 N. 10TH ST. SUITE 100
 HERNDON, VIRGINIA 20151
 (703) 461-1000
 www.bohlerfirm.com

NOT APPROVED FOR CONSTRUCTION
 1000 N. 10TH ST. SUITE 100
 HERNDON, VIRGINIA 20151
 (703) 461-1000
 www.bohlerfirm.com

GENERAL DEVELOPMENT PLAN
 315 ELLEN STREET
 RESIDENTIAL
 LOCATION OF SITE
 315 ELLEN STREET
 TOWN OF HERNON
 DOMESTIC DISTRICT

BOHLER
 1000 N. 10TH ST. SUITE 100
 HERNDON, VIRGINIA 20151
 (703) 461-1000
 www.bohlerfirm.com



FLOODPLAIN MAP
 C-4

REVISION 1.1 09/20/2021

BOHLER

LAND AND CONSTRUCTION
ENGINEERING

1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202

TEL: 303.733.1100
FAX: 303.733.1101
WWW.BOHLER-ENGINEERING.COM

NOT APPROVED FOR CONSTRUCTION

DATE: 07/11/2011

PROJECT: 315 ELDEN STREET RESIDENTIAL

DESIGNED BY: BOHLER

CHECKED BY: BOHLER

DATE: 07/11/2011

GENERAL DEVELOPMENT PLAN

315 ELDEN STREET RESIDENTIAL

LOCATION OF SITE

TOWN OF HERNDON
JANESVILLE DISTRICT

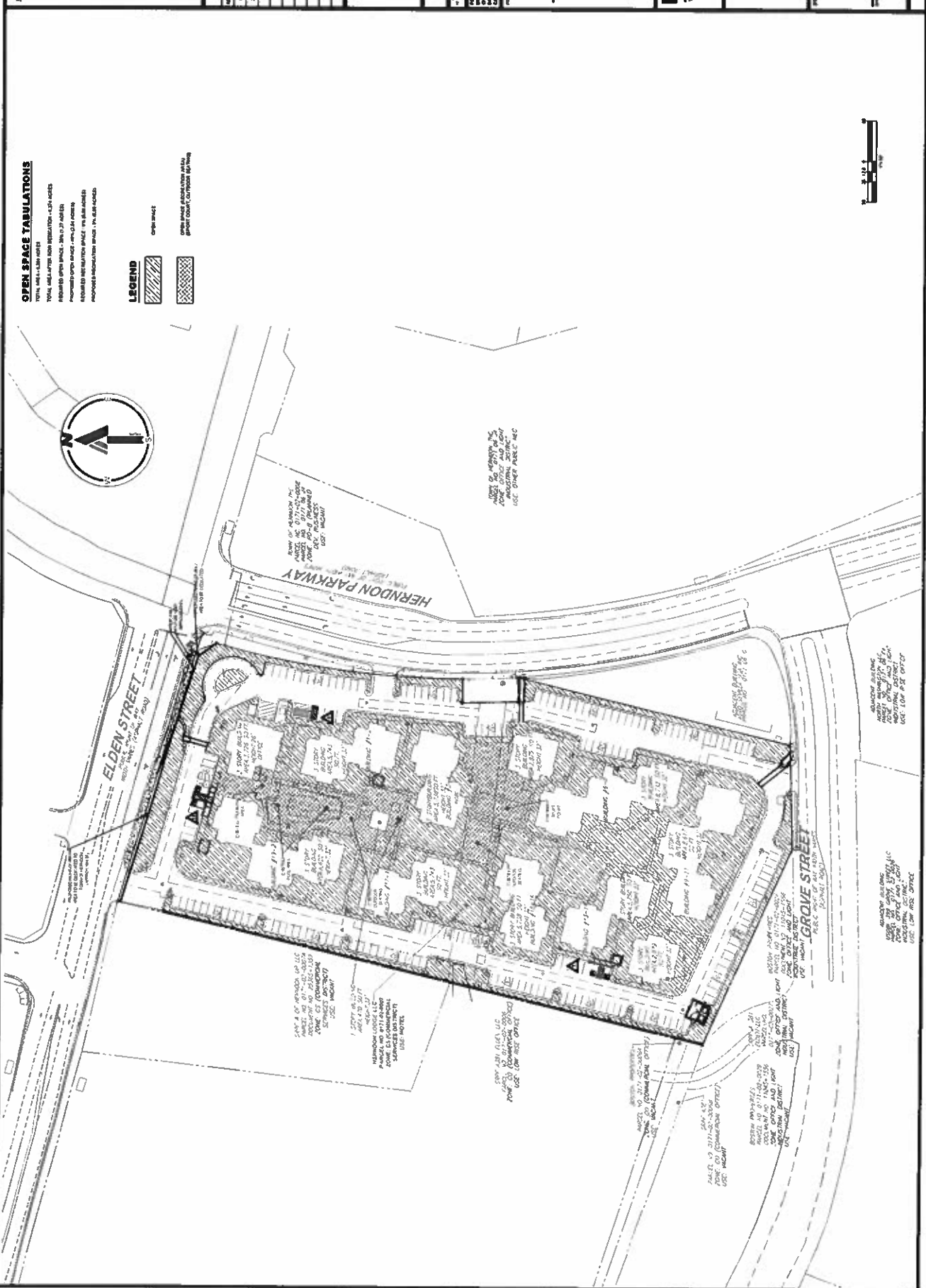
BOHLER

1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202

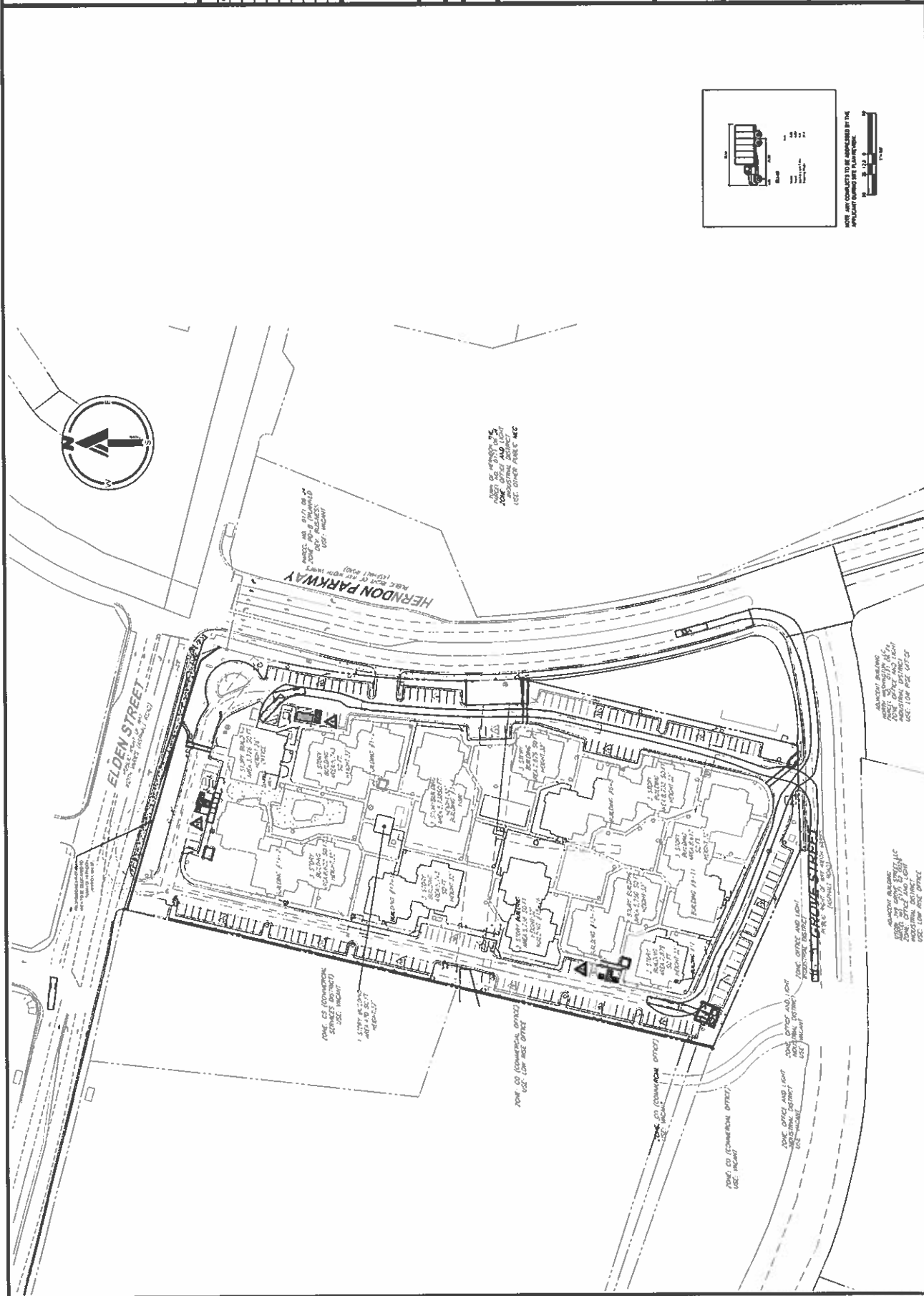
TEL: 303.733.1100
FAX: 303.733.1101
WWW.BOHLER-ENGINEERING.COM

OPEN SPACE PLAN

C-5



BOHLER // BUILT ONE AND COMING TWO ENGINEERING 10000 BOHLER AVE. SUITE 100 BOHLER, VA 22010 TEL: 703-888-8888 FAX: 703-888-8889 WWW.BOHLERVA.COM		AESTHETICS 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11. ☐ 12. ☐ 13. ☐ 14. ☐ 15. ☐ 16. ☐ 17. ☐ 18. ☐ 19. ☐ 20. ☐ 21. ☐ 22. ☐ 23. ☐ 24. ☐ 25. ☐ 26. ☐ 27. ☐ 28. ☐ 29. ☐ 30. ☐ 31. ☐ 32. ☐ 33. ☐ 34. ☐ 35. ☐ 36. ☐ 37. ☐ 38. ☐ 39. ☐ 40. ☐ 41. ☐ 42. ☐ 43. ☐ 44. ☐ 45. ☐ 46. ☐ 47. ☐ 48. ☐ 49. ☐ 50. ☐ 51. ☐ 52. ☐ 53. ☐ 54. ☐ 55. ☐ 56. ☐ 57. ☐ 58. ☐ 59. ☐ 60. ☐ 61. ☐ 62. ☐ 63. ☐ 64. ☐ 65. ☐ 66. ☐ 67. ☐ 68. ☐ 69. ☐ 70. ☐ 71. ☐ 72. ☐ 73. ☐ 74. ☐ 75. ☐ 76. ☐ 77. ☐ 78. ☐ 79. ☐ 80. ☐ 81. ☐ 82. ☐ 83. ☐ 84. ☐ 85. ☐ 86. ☐ 87. ☐ 88. ☐ 89. ☐ 90. ☐ 91. ☐ 92. ☐ 93. ☐ 94. ☐ 95. ☐ 96. ☐ 97. ☐ 98. ☐ 99. ☐ 100. ☐ 101. ☐ 102. ☐ 103. ☐ 104. ☐ 105. ☐ 106. ☐ 107. ☐ 108. ☐ 109. ☐ 110. ☐ 111. ☐ 112. ☐ 113. ☐ 114. ☐ 115. ☐ 116. ☐ 117. ☐ 118. ☐ 119. ☐ 120. ☐ 121. ☐ 122. ☐ 123. ☐ 124. ☐ 125. ☐ 126. ☐ 127. ☐ 128. ☐ 129. ☐ 130. ☐ 131. ☐ 132. ☐ 133. ☐ 134. ☐ 135. ☐ 136. ☐ 137. ☐ 138. ☐ 139. ☐ 140. ☐ 141. ☐ 142. ☐ 143. ☐ 144. ☐ 145. ☐ 146. ☐ 147. ☐ 148. ☐ 149. ☐ 150. ☐ 151. ☐ 152. ☐ 153. ☐ 154. ☐ 155. ☐ 156. ☐ 157. ☐ 158. ☐ 159. ☐ 160. ☐ 161. ☐ 162. ☐ 163. ☐ 164. ☐ 165. ☐ 166. ☐ 167. ☐ 168. ☐ 169. ☐ 170. ☐ 171. ☐ 172. ☐ 173. ☐ 174. ☐ 175. ☐ 176. ☐ 177. ☐ 178. ☐ 179. ☐ 180. ☐ 181. ☐ 182. ☐ 183. ☐ 184. ☐ 185. ☐ 186. ☐ 187. ☐ 188. ☐ 189. ☐ 190. ☐ 191. ☐ 192. ☐ 193. ☐ 194. ☐ 195. ☐ 196. ☐ 197. ☐ 198. ☐ 199. ☐ 200. ☐ 201. ☐ 202. ☐ 203. ☐ 204. ☐ 205. ☐ 206. ☐ 207. ☐ 208. ☐ 209. ☐ 210. ☐ 211. ☐ 212. ☐ 213. ☐ 214. ☐ 215. ☐ 216. ☐ 217. ☐ 218. ☐ 219. ☐ 220. ☐ 221. ☐ 222. ☐ 223. ☐ 224. ☐ 225. ☐ 226. ☐ 227. ☐ 228. ☐ 229. ☐ 230. ☐ 231. ☐ 232. ☐ 233. ☐ 234. ☐ 235. ☐ 236. ☐ 237. ☐ 238. ☐ 239. ☐ 240. ☐ 241. ☐ 242. ☐ 243. ☐ 244. ☐ 245. ☐ 246. ☐ 247. ☐ 248. ☐ 249. ☐ 250. ☐ 251. ☐ 252. ☐ 253. ☐ 254. ☐ 255. ☐ 256. ☐ 257. ☐ 258. ☐ 259. ☐ 260. ☐ 261. ☐ 262. ☐ 263. ☐ 264. ☐ 265. ☐ 266. ☐ 267. ☐ 268. ☐ 269. ☐ 270. ☐ 271. ☐ 272. ☐ 273. ☐ 274. ☐ 275. ☐ 276. ☐ 277. ☐ 278. ☐ 279. ☐ 280. ☐ 281. ☐ 282. ☐ 283. ☐ 284. ☐ 285. ☐ 286. ☐ 287. ☐ 288. ☐ 289. ☐ 290. ☐ 291. ☐ 292. ☐ 293. ☐ 294. ☐ 295. ☐ 296. ☐ 297. ☐ 298. ☐ 299. ☐ 300. ☐ 301. ☐ 302. ☐ 303. ☐ 304. ☐ 305. ☐ 306. ☐ 307. ☐ 308. ☐ 309. ☐ 310. ☐ 311. ☐ 312. ☐ 313. ☐ 314. ☐ 315. ☐ 316. ☐ 317. ☐ 318. ☐ 319. ☐ 320. ☐ 321. ☐ 322. ☐ 323. ☐ 324. ☐ 325. ☐ 326. ☐ 327. ☐ 328. ☐ 329. ☐ 330. ☐ 331. ☐ 332. ☐ 333. ☐ 334. ☐ 335. ☐ 336. ☐ 337. ☐ 338. ☐ 339. ☐ 340. ☐ 341. ☐ 342. ☐ 343. ☐ 344. ☐ 345. ☐ 346. ☐ 347. ☐ 348. ☐ 349. ☐ 350. ☐ 351. ☐ 352. ☐ 353. ☐ 354. ☐ 355. ☐ 356. ☐ 357. ☐ 358. ☐ 359. ☐ 360. ☐ 361. ☐ 362. ☐ 363. ☐ 364. ☐ 365. ☐ 366. ☐ 36	
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The PINKARD Group

Cycle Station  **315 Elden Street** 

Cycle Station

[illegible]

315 Eldon Street

[illegible]

THIS PLAN TO BE UTILIZED FOR
INFORMATIONAL
PURPOSES ONLY

NO.	DATE	CONTRACT	NO.
1	1/1/1980	1000000000	100
2	1/1/1980	1000000000	100
3	1/1/1980	1000000000	100
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75	1/1/1980	1000000000	100
76			

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Non-emergency
Customer service
ALWAYS CALL 811
It's fast. It's free. It's the law.

**NOT APPROVED FOR
CONSTRUCTION**

PROJECT NO.	0712132
DESIGNED BY	JMG
CHECKED BY	GC
DATE	12/20/01
CAD FILE	0070
PROJECT	GENERAL

**DEVELOPMENT
PLAN**

FOR

**315 ELDEN
STREET
RESIDENTIAL**

LOCATION OF SITE

315 ELDEN STREET
TOWN OF NEWTON
FARMAS COUNTY, WA
ORANGEVILLE DISTRICT

BOHLER //

9305 WOODGATE DR. SUITE 700
HERNDEN, VIRGINIA 20176

Pharmacy (723) 750-0444
Fax (703) 750-0441
VAG@schering.com

03-03-7022
Circ. No. 03-1983
C.D. Davis 1719CHAND

CORRESPONDENCE

REVISION 3 - 03/2012
C-7



BOHLER

ENGINEERING AND CONSULTING SERVICES

1000 W. 10TH STREET, SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.BOHLER-ENGINEERING.COM

DATE	REVISION
02/02/2022	1

NOT APPROVED FOR CONSTRUCTION

ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.

GENERAL DEVELOPMENT PLAN

315 ELDEN STREET
DENVER, CO 80202

BOHLER

1000 W. 10TH STREET, SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.BOHLER-ENGINEERING.COM

EXISTING TREE SURVEY PLAN

02/02/2022

DATE	REVISION
02/02/2022	1

02-0-13

BOHLER

LANDSCAPE ARCHITECTS
1000 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1111
WWW.BOHLER.COM

NO.	DATE	REVISIONS
1	01/11/11	ISSUED FOR PERMIT
2	01/11/11	ISSUED FOR PERMIT
3	01/11/11	ISSUED FOR PERMIT
4	01/11/11	ISSUED FOR PERMIT
5	01/11/11	ISSUED FOR PERMIT
6	01/11/11	ISSUED FOR PERMIT
7	01/11/11	ISSUED FOR PERMIT
8	01/11/11	ISSUED FOR PERMIT
9	01/11/11	ISSUED FOR PERMIT
10	01/11/11	ISSUED FOR PERMIT

NOT APPROVED FOR CONSTRUCTION

SEAL: [Professional Seal]

BOHLER, JAMES E. BOHLER, P.E.
BOHLER, JAMES E. BOHLER, P.E.
BOHLER, JAMES E. BOHLER, P.E.

GENERAL DEVELOPMENT PLAN

315 ELDEN STREET
RESIDENTIAL
LOCATION OF SITE
315 ELDEN STREET
TOWN OF HENDERSON
JEFFERSON COUNTY, CO
80120-1000

BOHLER

1233 WOODLARK BLVD. SUITE 200
DENVER, CO 80202
TEL: 303.733.1111
WWW.BOHLER.COM

LANDSCAPE NOTES AND DETAILS

DATE: 01/11/11
BY: J.E. BOHLER

L-3

SECTION 2 - CONSTRUCTION

TREE PLANTING ON SLOPE DETAIL

1. TREE PLANTING ON SLOPE DETAIL

2. TREE PLANTING ON SLOPE DETAIL

3. TREE PLANTING ON SLOPE DETAIL

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9. TREE PLANTING ON SLOPE DETAIL

10. TREE PLANTING ON SLOPE DETAIL

SEEDING SPECIFICATIONS

1. MATERIAL

1.1. SEEDS SHALL BE OF THE FOLLOWING VARIETIES AND AT THE FOLLOWING PERCENTAGES:

1.2. SEEDS SHALL BE OF THE FOLLOWING VARIETIES AND AT THE FOLLOWING PERCENTAGES:

1.3. SEEDS SHALL BE OF THE FOLLOWING VARIETIES AND AT THE FOLLOWING PERCENTAGES:

1.4. SEEDS SHALL BE OF THE FOLLOWING VARIETIES AND AT THE FOLLOWING PERCENTAGES:

1.5. SEEDS SHALL BE OF THE FOLLOWING VARIETIES AND AT THE FOLLOWING PERCENTAGES:

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1.9. SEEDS SHALL BE OF THE FOLLOWING VARIETIES AND AT THE FOLLOWING PERCENTAGES:

1.10. SEEDS SHALL BE OF THE FOLLOWING VARIETIES AND AT THE FOLLOWING PERCENTAGES:

OWNER MAINTENANCE RESPONSIBILITIES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE FOR A PERIOD OF ONE YEAR AFTER THE DATE OF COMPLETION OF THE PROJECT.

2. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE FOR A PERIOD OF ONE YEAR AFTER THE DATE OF COMPLETION OF THE PROJECT.

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10. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE FOR A PERIOD OF ONE YEAR AFTER THE DATE OF COMPLETION OF THE PROJECT.

PERENNIAL/GROUND COVER PLANTING DETAIL

1. PERENNIAL/GROUND COVER PLANTING DETAIL

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9. PERENNIAL/GROUND COVER PLANTING DETAIL

10. PERENNIAL/GROUND COVER PLANTING DETAIL

EVERGREEN TREE PLANTING DETAIL

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DECIDUOUS TREE PLANTING DETAIL

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SHRUB PLANTING DETAIL

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LANDSCAPE SPECIFICATIONS

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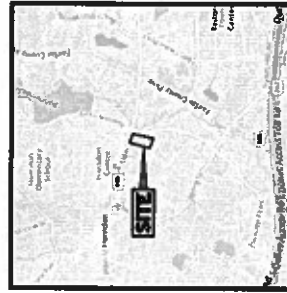
10. LANDSCAPE SPECIFICATIONS

GENERAL DEVELOPMENT PLAN

FOR

315 ELDEN STREET ADAPTIVE REUSE

LOCATION OF SITE
315 ELDEN STREET
TOWN OF HERNDON
FAIRFAX COUNTY, VA
DRANESVILLE DISTRICT



LOCATION MAP
SCALE 200'

SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL DEVELOPMENT PLAN
3	ADAPTIVE REUSE PLAN
4	LANDSCAPE ARCHITECTURE
5	TRAFFIC IMPROVEMENT
6	CONSTRUCTION
7	CONSTRUCTION
8	CONSTRUCTION
9	CONSTRUCTION
10	CONSTRUCTION
11	CONSTRUCTION
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MODIFICATIONS REQUESTED

1. REVISIONS TO THE GENERAL DEVELOPMENT PLAN TO REFLECT THE ADAPTIVE REUSE OF THE EXISTING BUILDING AND THE ADDITION OF A NEW WING TO THE SOUTH OF THE EXISTING BUILDING.
2. REVISIONS TO THE LANDSCAPE ARCHITECTURE PLAN TO REFLECT THE ADAPTIVE REUSE OF THE EXISTING BUILDING AND THE ADDITION OF A NEW WING TO THE SOUTH OF THE EXISTING BUILDING.
3. REVISIONS TO THE TRAFFIC IMPROVEMENT PLAN TO REFLECT THE ADAPTIVE REUSE OF THE EXISTING BUILDING AND THE ADDITION OF A NEW WING TO THE SOUTH OF THE EXISTING BUILDING.
4. REVISIONS TO THE CONSTRUCTION PLAN TO REFLECT THE ADAPTIVE REUSE OF THE EXISTING BUILDING AND THE ADDITION OF A NEW WING TO THE SOUTH OF THE EXISTING BUILDING.
5. REVISIONS TO THE CONSTRUCTION PLAN TO REFLECT THE ADAPTIVE REUSE OF THE EXISTING BUILDING AND THE ADDITION OF A NEW WING TO THE SOUTH OF THE EXISTING BUILDING.
6. REVISIONS TO THE CONSTRUCTION PLAN TO REFLECT THE ADAPTIVE REUSE OF THE EXISTING BUILDING AND THE ADDITION OF A NEW WING TO THE SOUTH OF THE EXISTING BUILDING.

CIVIL ENGINEER

NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

LANDSCAPE ARCHITECT

NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

ATTORNEY

NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

TRAFFIC CONSULTANT

NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

OWNER/DEVELOPER

NAME: [Name]
FIRM: [Firm]
ADDRESS: [Address]
CITY: [City]
STATE: [State]
ZIP: [ZIP]

BOHLER
BOHLER & ASSOCIATES, INC.
1200 KENNEDY AVENUE, SUITE 200
ALEXANDRIA, VA 22304
TEL: 703/544-1100
FAX: 703/544-1101
WWW.BOHLERALEXANDRIA.COM

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811
ALWAYS CALL 811
BEFORE YOU DIG

GENERAL DEVELOPMENT PLAN

FOR
315 ELDEN STREET
RESIDENTIAL

LOCATION OF SITE
315 ELDEN STREET
TOWN OF HERNDON
FAIRFAX COUNTY, VA
DRANESVILLE DISTRICT

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COVER SHEET

C-1

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National Flood Hazard Layer FIRMette



Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INFO MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, AE9
- With BFE or Depth Zone AF, AO, AH, VT, AP
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levees, See Notes, Zone X
- Area with Flood Risk due to Levees Zone D

OTHER AREAS

- Area of Minimal Flood Hazard Zone B
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance
- Water Surface Elevation
- Coastal Transact
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transact Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/20/2021 at 10:50 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map orientation data, community identifiers, FIRMet panel number, and FIRMet effective date. Map images for unmapped and unmapped areas cannot be used for regulatory purposes.

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BOHLER & ASSOCIATES, INC.
13200 WILSON AVENUE, SUITE 200
DALLAS, TEXAS 75243
PH: 214.343.7800
FAX: 214.343.7801
www.bohlerinc.com

REV	DATE	DESCRIPTION
1	09/20/2021	FINAL
2	09/20/2021	FINAL

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD HAZARD MAP
DATE: 09/20/2021
L1: 101000

FLOODPLAIN MAP
C-4
REVISED: 7/1/2020

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DALLAS, TEXAS 75243
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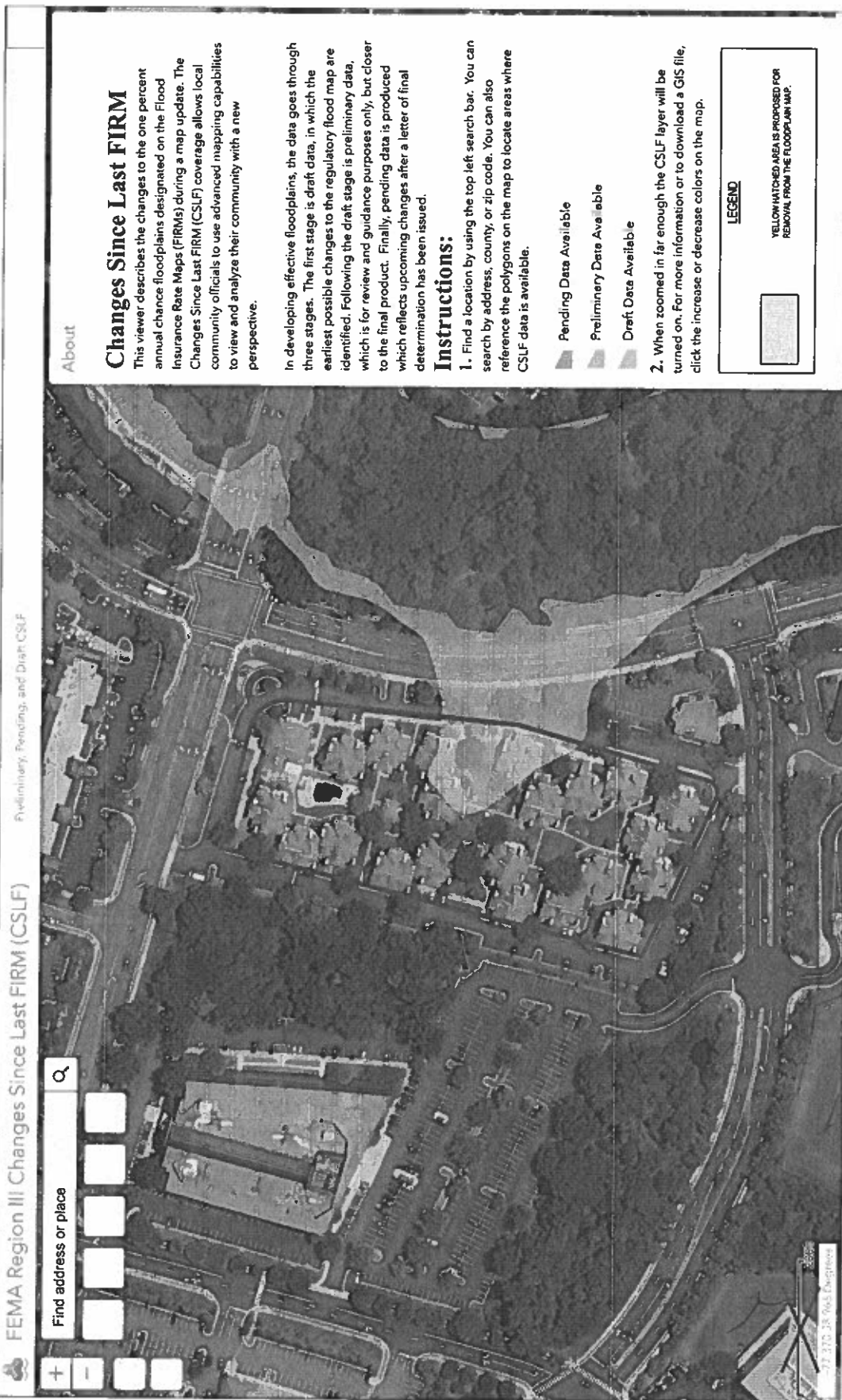
NOT APPROVED FOR CONSTRUCTION
THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT AN AUTHORITY TO CONSTRUCT OR A GUARANTEE OF ACCURACY.
DATE: 09/20/2021
L1: 101000

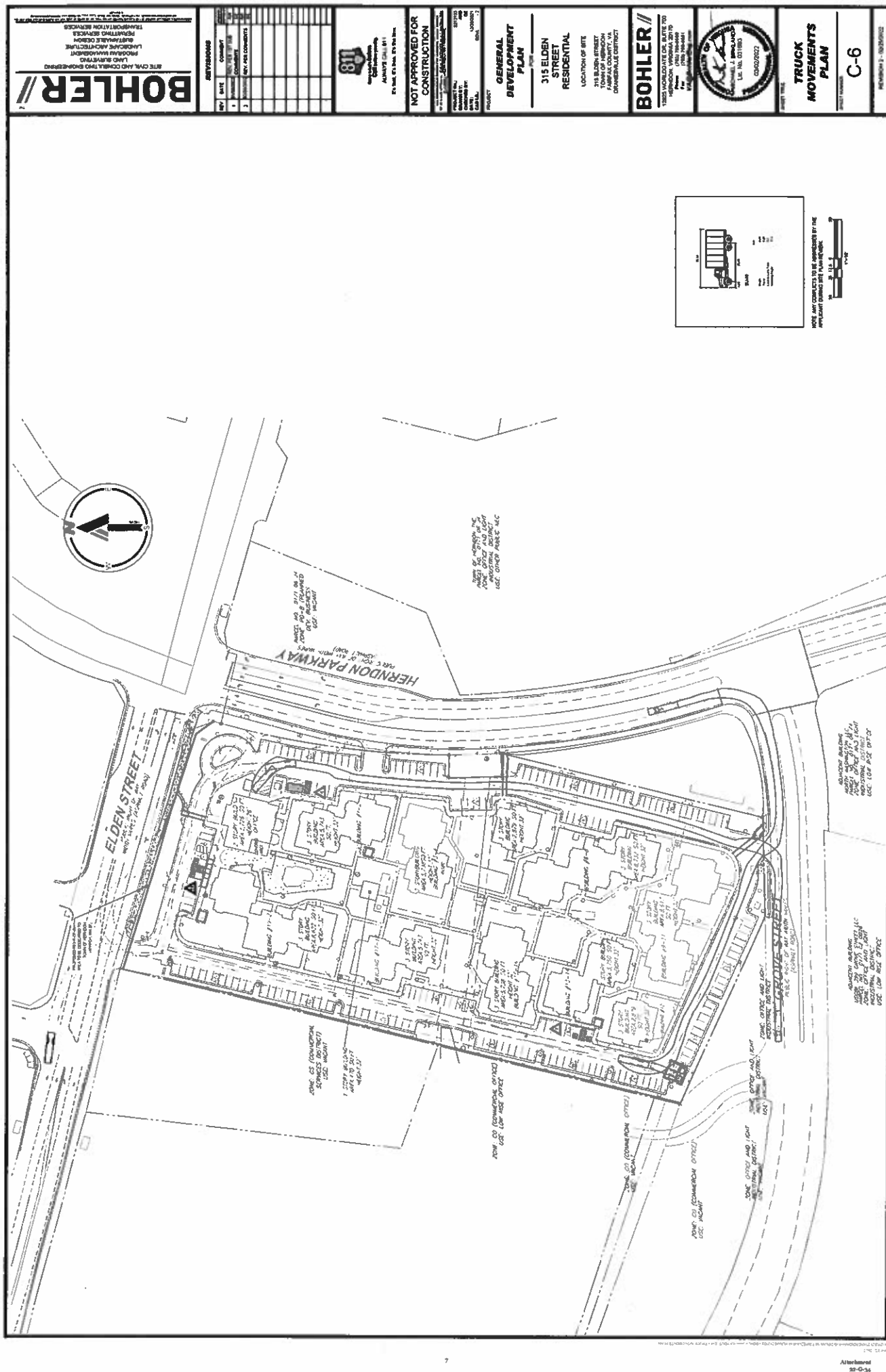
GENERAL DEVELOPMENT PLAN
315 ELDEN STREET
RESIDENTIAL
LOCATION OF SITE
315 ELDEN STREET
TOWN OF HERNDON
FAIRFAX COUNTY, VIRGINIA

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FLOODPLAIN MAP
C-4
REVISED: 7/1/2020

BOHLER CIVIL AND CONSULTING ENGINEERING 1400 EAST 10TH AVENUE DENVER, CO 80202 PHONE: (303) 733-1100 FAX: (303) 733-1101 WWW.BOHLENGRUPP.COM		PROJECT NO. 1503	
		PROJECT NAME 315 ELDEN STREET	
SHEET NO. 1		SHEET TOTAL 1	
DATE 03/02/2023		PROJECT LOCATION 315 ELDEN STREET DENVER, CO 80202	
PROJECT DESCRIPTION FLOODPLAIN MAP (REGION III CHANGES)		PROJECT OWNER C-4A	
PROJECT STATUS NOT APPROVED FOR CONSTRUCTION		PROJECT REVIEWER J. BOHLER	





[illegible]



BOHLER
 LAND SURVEYING
 10000 BOHLER DRIVE
 FARMERSVILLE, VA 22434
 (540) 895-1111
 www.bohler.com

REV	DATE	REVISIONS
1	01/11/2022	1. INITIAL DRAFT
2	01/11/2022	2. REVISED DRAFT
3	01/11/2022	3. REVISED DRAFT
4	01/11/2022	4. REVISED DRAFT
5	01/11/2022	5. REVISED DRAFT
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7	01/11/2022	7. REVISED DRAFT
8	01/11/2022	8. REVISED DRAFT
9	01/11/2022	9. REVISED DRAFT
10	01/11/2022	10. REVISED DRAFT

NOT APPROVED FOR CONSTRUCTION
 THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN APPROVAL OF BOHLER LAND SURVEYING.

GENERAL DEVELOPMENT PLAN
 FOR
 315 ELDEN STREET
 RESIDENTIAL
 LOCATION OF SITE
 315 ELDEN STREET
 FARMERSVILLE, VA 22434
 DOWNSIDE DISTRICT

BOHLER
 LAND SURVEYING
 10000 BOHLER DRIVE
 FARMERSVILLE, VA 22434
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EXISTING TREE SURVEY PLAN
 L-1
 REVISION 1 - 01/11/2022

NO.	DATE	REVISIONS
1	01/11/2022	1. INITIAL DRAFT
2	01/11/2022	2. REVISED DRAFT
3	01/11/2022	3. REVISED DRAFT
4	01/11/2022	4. REVISED DRAFT
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9	01/11/2022	9. REVISED DRAFT
10	01/11/2022	10. REVISED DRAFT

**OPERATION AND MAINTENANCE AGREEMENT
(DIAAH – DTR - Dulles Greenway –
and Phase 2 Facilities Generally)**

THIS OPERATION AND MAINTENANCE AGREEMENT (this “Agreement”) is made as of this _____ day of _____, 20____ (the “Effective Date”), by and between **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic, organized and existing under the Interstate Compact by and between the State of Maryland, the District of Columbia and the Commonwealth of Virginia, Public Law 89-774, for the purpose of providing a public transit system to serve the Washington Metropolitan Area including but not limited to Fairfax County, Virginia (“**WMATA**”); **METROPOLITAN WASHINGTON AIRPORTS AUTHORITY** a body corporate and politic created by interstate compact between the Commonwealth of Virginia and the District of Columbia under Chapter 598 of the 1985 Acts of the Virginia Assembly, as amended, codified at Va. Code Ann §§5.1-152, *et. seq.* and by the District of Columbia Regional Airports Authority Act of 1985, as amended, codified at D.C. Code Ann. §§9-901, *et. seq.* (2001), with the consent of Congress (the “**AIRPORTS AUTHORITY**”); the **COMMONWEALTH OF VIRGINIA**, Department of Transportation, acting by and through the Commissioner of Highways (“**VDOT**”); **THE COUNTY OF FAIRFAX, VIRGINIA** (“**FAIRFAX**”); **THE TOWN OF HERNDON** (“**HERNDON**”); and **TOLL ROAD INVESTORS PARTNERSHIP II, L.P.**, a Virginia limited partnership (“**TRIP II**”). WMATA, VDOT, TRIP II, Fairfax, Herndon and the Airports Authority are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, the Airports Authority has facilitated the construction and installation of various structures, improvements, facilities, utilities and equipment on various sites (collectively, the “**Phase 2 Facilities**”) in connection with the construction and operation of Phase 2 of the mass rail transit system known as the Dulles Corridor Metrorail Project (the “**Project**”), in accordance with the terms of that certain Cooperative Agreements (hereinafter defined) and applicable permits and approvals associated with the Project (collectively, the “**Project Approvals**”). The Maintenance (as that term is later defined) obligations for the Phase 2 Facilities are more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by reference. This Agreement is not intended to replace any existing agreements between the Parties, including but not limited to, (i) the Project Approvals and (ii) the September 28, 1993 Comprehensive Agreement between TRIP II and VDOT, as amended from time to time (the “**TRIP II Comprehensive Agreement**”); (iii) the Cooperative Agreements;

WHEREAS, the Parties have cooperated in the construction and installation of the Phase 2 Facilities in accordance with the terms of the following agreements: (i) Cooperative Agreement, dated August 1, 2013, by and between the Airports Authority and TRIP II, as amended from time to time (the “**TRIP II Cooperative Agreement**”), (ii) Cooperative Agreement between the Airports Authority and Fairfax dated as of July 19, 2007, as amended from time to time (“**Fairfax Cooperative Agreement**”), (iii) Cooperative Agreement between the Airports Authority and VDOT, dated as of August 31, 2007, as amended by First Amendment to the Cooperative

Agreement between the Metropolitan Washington Airports Authority and the Virginia Department of Transportation for the Dulles Corridor Metrorail Project, dated as of November 21, 2013, as further amended from time to time (the “**VDOT Cooperative Agreement**”), (iv) Cooperative Agreement between the Airports Authority and WMATA dated September 14, 2007, as amended from time to time (“**Airports Authority Cooperative Agreement**”), and (v) Letter Agreement, dated March 31, 2015, by and between the Airports Authority and the Town, as amended from time to time (the “**Herndon Cooperative Agreement**”). The foregoing agreements are hereinafter collectively referred to as the “**Cooperative Agreements**.”

WHEREAS, pursuant to and in accordance with the Cooperative Agreements, TRIP II, VDOT, Fairfax, Herndon and Airports Authority have caused to be conveyed to WMATA appropriate property interests in and to the Phase 2 Facilities by execution, delivery and recordation among the land records of Fairfax County, Virginia or Loudoun County, Virginia (whichever is appropriate under the circumstances) of certain Conveyance Instruments (hereinafter defined). This Agreement shall not be construed to modify, alter or otherwise affect the Conveyance Instruments.

WHEREAS, in furtherance of the purposes and intents of the Cooperative Agreements and the Conveyance Instruments, it is the desire of the WMATA, Airports Authority, Herndon, Fairfax, VDOT and TRIP II to enter into this Agreement in order to set forth their understandings and agreements with respect to the future construction, maintenance and operational activities undertaken by the Parties and to allocate the responsibility for Maintenance (hereinafter defined) obligations among the Parties, subject to the terms and conditions more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and the exchange of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

The Recitals set forth above are incorporated herein by reference. The Parties hereby agree to the following definitions for purposes of this Agreement:

1.1 “Access Requirements and Conditions”. Access Requirements and Conditions refers to the requirements and conditions that may be imposed by the granting Party for access by another Party through the granting Party’s Property to perform Maintenance on the Phase 2 Facilities. Access Requirements and Conditions applicable to certain routine or recurring activities shall be established through one or more special permits agreed upon by the respective parties from time to time.

1.2 “Airports Authority Property” refers to certain property which the Airports Authority owns or leases pursuant to the terms of that certain Agreement and Deed of Lease, dated March 2, 1987, by and between the Airports Authority and the United States of America, acting

by and through the Secretary of Transportation, as amended from time to time (the “USA Lease”) upon which certain Phase 2 Facilities are located.

1.3 “Airports Authority-Maintained Facilities” refers to those portions of Phase 2 Facilities for which Airports Authority is responsible for Maintenance.

1.4 “Conveyance Instruments” refers to those instruments identified in **Exhibit A** which convey or transfer to WMATA appropriate property interests in and to the Phase 2 Facilities.

1.5 “Coordination Zone” means any area that is within the WMATA Easement Area; or outside of the WMATA Easement Area and is both (a) owned or controlled by a Party and (b) within fifty (50) horizontal feet of the centerline of the closest WMATA trackway in the Phase 2 Facilities or within five horizontal feet of any Phase 2 Facility or exclusive WMATA Easement Area; or outside of the WMATA Easement Area and within five feet in any direction of any traction power duct bank.

1.6 “Fairfax Property” refers to certain property owned by Fairfax upon which certain Phase 2 Facilities are located. To the extent the Fairfax property includes Property within the VDOT Right-of-Way, it is subject to Virginia Code Ann. 33.2-326.

1.7 “Fairfax-Maintained Facilities” refers to those portions of Phase 2 Facilities for which Fairfax is responsible for Maintenance.

1.8 “Herndon Property” refers to certain property owned by Herndon upon which some of the Phase 2 Facilities are located. To the extent the Herndon property includes Property within the VDOT Right-of-Way, it is subject to Virginia Code Ann. 33.2-326.

1.9 “Herndon-Maintained Facilities” refers to those portions of Phase 2 for which Herndon is responsible for Maintenance.

1.10 “Maintenance”. “**Maintenance**” or “**to Maintain**”, as the context may allow, shall mean and include care, inspection, upkeep, refurbishing, repair (whether ordinary or extraordinary), restoration, repainting, remodeling, renovation, alteration, replacement and reconstruction, including snow and ice removal from roadways and sidewalks, as required to keep the item in question in reasonably clean and orderly condition, free of rubbish, functional, in good repair, safe, and sound condition, all of which must be performed in accordance with the ordinary procedures of each Party. In addition, the Parties shall adhere to all Virginia governmental regulations regarding storm water facilities when such regulations apply.

1.11 “Property” refers collectively to the TRIP II Property, Fairfax Property, Herndon Property, Airports Authority Property, the VDOT Right-of-Way and the WMATA Easement Areas.

1.12 “Reviewable Work” means, with respect to a facility owned or controlled by a Party:

(i) a relocation, redevelopment, reconstruction, reconfiguration, major alteration, or major expansion of the facility in the Coordination Zone;

(ii) any work that, in the reasonable judgment of the Party undertaking or authorizing the work, can be expected to adversely and materially impact the use, operation or Maintenance of any facility of another Party;

(iii) any work that, in the reasonable judgment of the Party undertaking or authorizing the work, poses a material safety risk to another Party's facilities; or

(iv) any work that includes any, excavation, blasting, drilling, or boring beneath the current grade level (other than work on existing drainage and other facilities such as footings for ancillary structures, and other than milling or other pavement removal down to the base layer) in the Coordination Zone.

1.13 "TRIP II Property" refers to certain property owned by TRIP II upon which certain Phase 2 Facilities are located.

1.14 "TRIP II-Maintained Facilities" refers to those portions of Phase 2 Facilities for which TRIP II is responsible for Maintenance. Also set forth in Exhibit B are facilities, including TRIP II Right-of-Way, which TRIP II will continue to maintain in the same manner as it maintains other highways and their appurtenances in the State Highway System, except as provided in Article IV.

1.15 "VDOT-Maintained Facilities" refers to those portions of Phase 2 Facilities for which VDOT is responsible for Maintenance. Also set forth in Exhibit B are facilities, including VDOT Right-of-Way, which VDOT will continue to maintain in the same manner as it maintains other highways and their appurtenances in the State Highway System, except as provided in Article IV.

1.16 "VDOT Right-of-Way" refers to certain public rights-of-way upon which certain Phase 2 Facilities are located.

1.17 "WMATA-Maintained Facilities" refers to those portions of the Phase 2 Facilities for which WMATA is responsible for Maintenance.

1.18 "WMATA Easement Areas" refers to certain property identified as reserved for the use of WMATA in the "Rail Facilities Easements" in the Conveyance Instruments.

ARTICLE II MAINTENANCE OBLIGATIONS

2.1 WMATA-Maintained Facilities. WMATA is responsible, at its sole cost and expense, for Maintenance of the WMATA-Maintained Facilities. WMATA's Maintenance of the

WMATA-Maintained Facilities shall comply with (i) this Agreement, including all Exhibits hereto and (ii) the WMATA criteria, specifications and requirements in effect at the time of Maintenance.

2.2 TRIP II-Maintained Facilities. TRIP II is responsible, at its sole cost and expense, for Maintenance of the TRIP II-Maintained Facilities. TRIP II's Maintenance of the TRIP II-Maintained Facilities shall comply with (i) this Agreement, including all Exhibits hereto and (ii) TRIP II's criteria, specifications and requirements in effect at the time of Maintenance.

2.3 VDOT-Maintained Facilities. VDOT is responsible, at its sole cost and expense, for Maintenance of the VDOT-Maintained Facilities. VDOT's Maintenance of the VDOT-Maintained Facilities shall comply with (i) this Agreement, including all Exhibits hereto and (ii) the VDOT criteria, specifications and requirements in effect at the time of Maintenance.

2.4 Fairfax-Maintained Facilities. Fairfax is responsible, at its sole cost and expense, for Maintenance of the Fairfax-Maintained Facilities. Fairfax's Maintenance of the Fairfax-Maintained Facilities shall comply with (i) this Agreement, including all Exhibits hereto and (ii) Fairfax's criteria, specifications and requirements in effect at the time of Maintenance.

2.5 Herndon-Maintained Facilities. Herndon is responsible, at its sole cost and expense, for Maintenance of the Herndon-Maintained Facilities. Herndon's Maintenance of the Herndon-Maintained Facilities shall comply with (i) this Agreement, including all Exhibits hereto and (ii) Herndon's criteria, specifications and requirements in effect at the time of Maintenance.

2.6 Airports Authority-Maintained Facilities. Airports Authority is responsible, at its sole cost and expense, for Maintenance of the Airports Authority-Maintained Facilities. Airports Authority's Maintenance of the Airports Authority-Maintained Facilities shall comply with (i) this Agreement, including all Exhibits hereto and (ii) Airports Authority's criteria, specifications and requirements in effect at the time of Maintenance.

2.7 Right of Entry and Access for Maintenance. Each Party shall have a non-exclusive right of entry and access over and across the applicable portions of the Property as necessary to perform the Maintenance obligations set forth herein and for no other purpose whatsoever. The foregoing right of entry and access shall be (i) subject to the Access Requirements and Conditions, (ii) limited to periods of actual Maintenance, (iii) limited to those portions of the Property reasonably necessary for access to perform the Maintenance, (iv) obtained by the most direct, safe, available and allowed route across the applicable Property as may be reasonable given the configuration of the applicable Property and the Maintenance to be performed, (v) exercised in a manner that avoids any material or adverse effect on the Phase 2 Facilities or the Property, and (vi) exercised in accordance with this Agreement. Each Party shall have a non-exclusive right to utilize, for maintenance purposes only, parking areas located on the Property designated for such use. This Agreement will not be construed to allow any other party to interfere with any Phase 2 Facility located within an exclusive easement. This Agreement will not be construed to allow any Party to avoid obtaining written consent if such written consent is required to be obtained under any applicable Conveyance Instrument.

2.8 Quality of Work. In performing its Maintenance obligations under this Agreement, each Party shall perform its work in a prompt, good and workmanlike manner with due diligence, in conformance with this Agreement and all applicable laws, ordinances and regulations. All such work shall be performed in such a manner as to minimize any disruption, impairment or obstruction of access to any portion of the applicable Phase 2 Facilities, and to avoid any material adverse effect on the use and operation of the Phase 2 Facilities or any other portion of the Property.

2.9 Third Party Contractors. Nothing herein shall preclude any Party from contracting with third parties to perform such Party's Maintenance obligations hereunder provided that any work performed by third parties shall comply with this Agreement, including all attached Exhibits.

3.0 Trailblazer Guide Signs. Trailblazer guide signs, consisting of a WMATA "M" logo, were installed as part of the Project to provide guidance to kiss and ride facilities and are located on the Property ("Trailblazer Signs"). If any Trailblazer Sign significantly deteriorates or is damaged so as to be ineffectual or a hazard, the Party in control of that portion of the Property upon which the Trailblazer Sign is located may remove the signs.

ARTICLE III INSURANCE

3.1 Insurance by Parties. TRIP II, with respect to the TRIP II-Maintained Facilities and the rights granted to it and obligations required of it hereunder; VDOT, with respect to the VDOT-Maintained Facilities and the rights granted to it and the obligations required of it hereunder; Fairfax, with respect to the Fairfax-Maintained Facilities and the rights granted to it and obligations required of it hereunder; Herndon, with respect to the Herndon-Maintained Facilities and the rights granted to it and obligations required of it hereunder; Airports Authority, with respect to the Airports Authority-Maintained Facilities and the rights granted to it and obligations required of it hereunder and WMATA, with respect to the WMATA-Maintained Facilities and the rights granted to it and the obligations required of it hereunder and under any Access Requirement and Conditions imposed under this Agreement, shall each procure and maintain at all times a liability insurance/self-insurance program as deemed appropriate by their management/board to cover their respective organization's obligations under this Agreement and liability for bodily injury, sickness or death or for damage to or destruction of property.

3.2 Railroad Protective Insurance by Permittees and Contractors. TRIP II, Airports Authority, Fairfax, Herndon, VDOT and WMATA shall establish and from time to time update a mutually acceptable process for determining (i) when, and in what amounts, railroad protective insurance must be carried by any Party's permittees and contractors doing Reviewable Work; and (ii) how such insurance can be obtained by such permittees and contractors at a reasonable cost.

ARTICLE IV COORDINATION OF CERTAIN WORK

4.1 Purpose. As public or state-authorized private entities operating roads, public facilities and transit facilities, the Parties recognize the need to coordinate in order to protect the structural integrity and safe operation of their respective facilities. The Parties accordingly

desire to establish a process for each Party to have an opportunity to review and comment upon certain activities by another Party, as more fully set forth herein.

4.2 Process.

(a) In the event that any Party desires to perform Reviewable Work, then that Party will provide written notice and construction plans or other applicable construction documents to the other Party or Parties affected or potentially affected by such Reviewable Work. No Reviewable Work shall commence sooner than twelve (12) business days after each reviewing Party has been given the notice and construction documents required under this Section 4.2(a), except when an earlier commencement is needed to protect public safety or infrastructure.

(b) Prior to approving an application for any permit to perform any Reviewable Work in the VDOT Right-of-Way, on the TRIP II Property adjacent to any Phase 2 Facility, on Fairfax Property adjacent to any Phase 2 Facility, on Herndon Property adjacent to any Phase 2 Facility, or on Airports Authority Property adjacent to any Phase 2 facility, VDOT, TRIP II, Fairfax, Herndon, or Airports Authority, as applicable, will require the permit applicant to provide positive confirmation that the applicant has given WMATA written notice of the work that is the subject of the proposed permit and construction plans or other applicable construction documents. VDOT, TRIP II, Fairfax, Herndon or Airports Authority, as applicable, will not issue a permit for the Reviewable Work prior to the date twelve (12) business days after WMATA's receipt of such notice and construction documents, except when an earlier issuance is needed to protect public safety or infrastructure. Except for as set forth in Section 4.2(f), each Party shall bear all of its own costs and expenses incurred to review any Reviewable Work and, under no circumstances, shall be permitted to charge any other Party to this Agreement for such costs and expenses.

(c) For all proposed construction activities and/or land development plans that are proposed by a property owner which is not a party to this Agreement (a "Non-Party") but would otherwise fall under the definition of Reviewable Work and for which activities or plans require approval by Fairfax or Herndon, as applicable, on property located outside the VDOT Right-of-Way and within fifty (50) feet of the nearest WMATA Easement Area or WMATA fee-owned area ("Non-Party Development"), Fairfax and Herndon each will establish a process to (i) provide WMATA with notice of the proposed Non-Party Development, (ii) make available copies of plans or other construction documents for such Non-Party Development, and (iii) provide WMATA an opportunity to review and provide comments to the Non-Party Development applicant, with a copy sent to Fairfax or Herndon, as applicable, for such Non-Party Development. Herndon or Fairfax will not issue an approval of such Non-Party Development (i.e. in the form of an approved site plan or building permit) prior to the date that is twelve (12) business days after WMATA's receipt of the notice, except when permit issuance is required by applicable law or is needed to protect public safety or infrastructure.

(d) Each Party will use good faith efforts to cause any third parties holding the legal right to do Reviewable Work within that Party's portion of the Coordination Zone to provide the notices and construction documents described in this Section 4.2.

(e) Any notice of Reviewable Work (whether from a Party, Non-Party or a permit applicant) shall include the proposed start date of the Reviewable Work.

(f) For so long as TRIP II is the operator of the Dulles Greenway pursuant to the TRIP II Comprehensive Agreement, TRIP II is entitled to reimbursement for reasonable and customary out-of-pocket costs and expenses incurred in connection with an application for any permit to perform Reviewable Work within the TRIP II Property, payable as a condition to issuance of the applicable permit.

4.3 Offices to Receive Information. Notices to Reviewing Parties shall be provided through the following offices:

For VDOT: District Permits Manager
4975 Alliance Drive
Fairfax, Virginia 22030

For WMATA: Office of Chief Engineer Infrastructure
Department of Transit Infrastructure and Engineering Services
3500 Pennsy Drive, Bldg. C, Room C106
Landover, Maryland 20785

For TRIP II: Toll Road Investors Partnership II, L.P.
45305 Catalina Court, Suite 102
Sterling, Virginia 20166
Attn: Chief Operating Officer

For Fairfax: Fairfax County Building Code Official
12055 Government Center Parkway, Suite 316
Fairfax, Virginia 22035

For Airports
Authority:

For Herndon:

4.4. Comment Resolution.

(a) WMATA's comments provided under the process described in Section 4.2(c) will be processed in accordance with applicable Herndon or Fairfax County procedures and

requirements, as applicable. For comments on all other work described in Section 4.2, the process described in subsection(b) below shall apply.

(b) Any Party may provide comments to the Party undertaking the applicable work under Sections 4.2(a) or (b) and, where applicable, to the permit applicant. The respective Parties shall endeavor to resolve any such comments to their mutual satisfaction. If the commenting and responding Parties are unable to reach agreement on resolution of a comment, then the disagreement shall be escalated as follows to the applicable officials of the respective disagreeing Parties (or their successor officials designated by the applicable Party) and such officials shall at each level endeavor to promptly reach agreement on behalf of the applicable Parties. In the event agreement is not reached, a final determination by the applicable official of any Party shall end that level of review. While the issues are being considered by such officials, commencement of the Reviewable Work will not take place unless it is necessary to protect public safety or infrastructure.

First level of review:

VDOT:	District Administrator
WMATA:	Deputy Chief of Track and Structures
TRIP II:	Chief Operating Officer
Fairfax:	County Executive
Herndon:	_____
AA:	_____

Second level of review:

VDOT:	Chief Engineer
WMATA:	Chief Engineer
TRIP II:	Chief Operating Officer
Fairfax:	County Executive
Herndon:	_____
AA:	_____

If the comment remains unresolved after such review levels have been exhausted, then the Party desiring to undertake or authorize the applicable Reviewable Work may proceed.

(c) The comment resolution process described in this Section 4.4 is without prejudice to any right of the Parties under agreements between them and under applicable law.

ARTICLE V MISCELLANEOUS

5.1 Successors and Assigns. The rights and obligations set forth herein shall be for the benefit of and shall burden each Party, their successors and assigns and all subsequent owners of any portion of the Property and/or the Phase 2 Facilities, subject to the terms of the USA Lease

until the expiration or earlier termination of the USA Lease as applicable to the Airports Authority Property.

5.2 Dispute Resolution.

Dispute Resolution – Level 1. For all disputes arising out of this Agreement (excluding a dispute relating to an unresolved comment as described in Section 4.4(b) above), any Party to this Agreement shall provide the Party it claims is responsible with written notice of any dispute and/or default under this Agreement. Such notice must identify the Section in dispute, and/or the necessary corrective action whenever the notifying Party reasonably deems that the other Party[s] is in default. The notice shall specifically state the nature of the dispute and/or default and shall provide the other Party[s] a reasonable period of time within which to respond or to correct the default, but in no event less than ten (10) business days. Should the matter in dispute or any alleged default not be corrected to the satisfaction of the Party giving notice thereof within ten (10) business days (or such longer time as specified in the notice), any Party may further, thereafter, invoke Level 2 of these dispute procedures.

Dispute Resolution – Level 2. A dispute that is not resolved at Level 1 may be brought by any Party within five (5) business days after expiration of the time period set forth in the written notice provided under Level 1 above. Notice to the applicable Party shall be provided in the same manner as set forth above for Level 1 to applicable Party as follows:

VDOT:	Commissioner of Highways
WMATA:	General Manager
TRIP II:	Chief Operating Officer
Fairfax:	County Executive
Herndon:	Town Manager
AA:	_____

The applicable Parties, or their designees, will be responsible for reviewing and attempting to resolve disputes and/or alleged defaults by the Parties that are not resolved at Level 1. Resolution will be signified by the written agreement of the foregoing representatives of the Parties, as applicable.

Dispute Resolution – Level 3. In the event that the Parties are not able to resolve the default or dispute after using the procedures set forth in Levels 1 and 2, any Party may commence a civil action to resolve the dispute in a court of competent jurisdiction in the Commonwealth of Virginia.

5.3 Applicable Law. This Agreement shall be construed under Virginia law.

5.4 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

5.5 Amendment and Termination. This Agreement may be amended or terminated only by written document signed by the Parties.

5.6 Non-waiver. The failure of any Party to enforce any provision of this Agreement shall in no event be deemed to be a waiver of such Party's right to do so thereafter or of the right to enforce any other restriction. No violation, default or breach by any Party hereunder shall result in the termination, extinguishment, divestiture or forfeiture of any right granted hereunder.

5.7 Notices to Parties. Each notice, demand, request, consent, approval, disapproval, designation or other communication that a Party is required to give or make or communicate to the other Party shall be addressed as follows:

If to the Airports Authority:

President and Chief Executive Officer
Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, D.C. 20001-6000
Telephone: (703) 417-8600

with a copy to:

Office of General Counsel
Metropolitan Washington Airports Authority
1 Aviation Circle
Washington, D.C. 20001-6000

If to WMATA:

General Counsel
Office of General Counsel
Washington Metropolitan Area Transit Authority
600 5th Street, NW
Washington, DC 20001
Telephone: (202) 962-2525

with a copy to:

Chief Operating Officer
Office of the Chief Operating Officer
Washington Metropolitan Area Transit Authority
600 5th Street, NW
Washington, DC 20001

If to VDOT:

Commissioner of Highways

Virginia Department of Transportation
 1401 E. Broad St.
 Richmond, VA 23219
 Telephone: (804) 786-2700

If to Fairfax:

The County of Fairfax, County Executive
 12000 Government Center Parkway, Suite 552
 Fairfax, VA 22035
 Telephone: (703) 324-4531

If to TRIP II:

Toll Road Investors Partnership II, L.P.
 45305 Catalina Court, Suite 102
 Sterling, Virginia 20166
 Attn: Chief Operating Officer
 Telephone: (703) 707-8870

If to Herndon:

Each Party may designate a different addressee, address or telephone number from time to time; provided, however, it has given at least five (5) days' advance notice of such change of address. Unless specifically stated to the contrary elsewhere in this Agreement, any notice shall be deemed to have been given, made or communicated, as the case may be, (i) upon delivery in the case of personal delivery or (ii) on the date one (1) business day after the same was deposited with a nationally-recognized overnight courier, properly addressed, and fully prepaid for next day delivery. However, all notices relating to (a) defaults or claims of default under this Agreement, (b) change of notice address or (c) pursuant to Section 5.2 shall be forwarded by registered or certified mail, return receipt requested or deposited with a nationally-recognized overnight courier, properly addressed, and fully prepaid for next day delivery. In the event of an emergency or immediate need to protect public safety or infrastructure, oral or telephonic notice may be given to the other Parties, provided that such oral notice is followed up with a written notice complying with the provisions of this Section 5.7.

5.8 Cumulative Rights. All rights, remedies and privileges granted to any Party pursuant to any term, provision, covenant or condition of this Agreement are cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies.

5.9 Authority. Each Party represents and warrants to the other Parties that it has the power and authority to enter into and perform its obligations under this Agreement.

5.10 Liens on the Property. The Parties shall not, and have no authority to create any lien, judgment or other encumbrance upon the Property as a result of this Agreement.

5.11 Not Construed Against Drafter and Interpretation. This Agreement has been negotiated and prepared by WMATA, VDOT, Fairfax, Herndon, Airports Authority and TRIP II, and their respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party. The meaning assigned to each term defined in this Agreement will be applicable equally to both the singular and the plural forms of the term.

5.12. Immunity. No provision in this Agreement constitutes a waiver of the sovereign immunity of the Commonwealth of Virginia, Airports Authority, Fairfax, Herndon or WMATA.

5.13. No Third-Party Beneficiaries. Nothing contained herein, express or implied, is intended to or shall confer upon any non-Party any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

5.14 No Modification of Conveyance Instruments. Nothing set forth in this Agreement is intended to expand, limit or otherwise modify in any way the respective rights and obligations of the Parties under any Conveyance Instrument or any other instrument or agreement to which any Party is a party, including but not limited to the TRIP II Comprehensive Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Witness the following signatures and seals:

WMATA:

**WASHINGTON METROPOLITAN AREA TRANSIT
AUTHORITY**

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

AIRPORTS AUTHORITY:**METROPOLITAN WASHINGTON AIRPORTS
AUTHORITY**

By: _____ (SEAL)
Name: _____
Title: _____
Date: _____

VDOT:

COMMONWEALTH OF VIRGINIA
Department of Transportation

BY _____ (SEAL)
Commissioner of Highways

Name: _____

Date: _____

TRIP II:

**TOLL ROAD INVESTORS
PARTNERSHIP II, L.P** a Virginia limited
partnership

By: Shenandoah Greenway Corporation, a
Delaware corporation, its General Partner

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

FAIRFAX:**COUNTY OF FAIRFAX, VIRGINIA**

By: _____ (SEAL)
Name: _____
Title: _____
Date: _____

HERNDON:

TOWN OF HERNDON, VIRGINIA

By: _____ (SEAL)
Name: _____
Title: _____
Date: _____

EXHIBIT A**IDENTIFICATION OF THE CONVEYANCE INSTRUMENTS**

ITEM #	PARCEL #	DESCRIPTION	GRANTOR/GRANTEE	PIN #
1		Deed of Easement	TRIP II to WMATA	
2		Deed of Easement	Town of Herndon to WMATA	
3		Deed of Easement	Fairfax to WMATA	
4		Deed of Easement	VDOT and Fairfax to WMATA (East Segment)	
5		Deed of Easement	MWAA to WMATA (East Segment)	
6		Deed of Easement	MWAA to WMATA (Airport Property)	
7		Deed of Easement	MWAA to WMATA (Rail Yard)	
8		Deed of Easement	MWAA to WMATA (Airport Station/PFC Area)	
9		Deed of Easement	VDOT to WMATA (West Segment)	
10		Deed of Easement	Loudoun to WMATA	
		[Add conveyance instruments on private property]		

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**WMATA Maintenance Responsibilities of Project Constructed Elements on Fairfax
County Property (DIAAH Corridor) - CONTINUED**

Element	WMATA Responsibility
Traction Power Substations (including Communications and Train Control Rooms) and Tie Breaker Stations TPSS #12 [N07TPSS] TPSS #13 [N08TPSS]	• Access roadway and sidewalk areas (on-site) • Perimeter wall, building, ground grid, and retaining wall • Traction power switch pads and equipment • Landscaping within WMATA surface easement area – comply with WMATA requirements e.g., plant types and planting details. Comply with land use approvals (Special Exception and 2232 approvals) in Fairfax Co; • Drainage; drainage features nominally exclusive for TPSS facility including roof and site drains to point of connection with roadway drainage, including end treatments; and drainage pipes/inlets/end treatments required due to the placement of TPSS facility in the way of pre-existing overland drainage path such as pipes at TPSS #12, and TPSS #13 • Power feed and communications crossings to trackway • Switches (including foundations and associated conduit/cabling) (meters and meter pads maintained by DEV)
Traction Power ductbank and crossings	• Ductbank, including cabling, vaults, and manholes
Stormwater Management Ponds/Vaults/Other BMPs	• At TPSS #13 [N08TPSS], shared access to the adjacent stormwater facilities maintained by MWAA is required using the TPSS driveway.

**WMATA Maintenance Responsibilities of Project Constructed Elements on MWAA
Property (DIAAH Corridor)**

Element	WMATA Responsibility
At-Grade Stations - Reston Town Center (N07), Herndon (N08), Innovation Center (N09) Station Building	• Foundations, platform, mezzanine, station walls (and integrated traffic barriers) • Guideway/building drain pipes, splash blocks, underdrains to point of connection with roadway drainage • Utility feeds (to point of utility company demarcation) for water, sanitary, and telecom connections. • Safe dispersal areas
Entrance Pavilions	• Building, foundations; pavement from building to expansion joint demarcated on paving plans (5 feet (nominal) from building) • Drainage - building drain pipes, splash blocks, underdrains to point of connection with roadway drainage. <i>WMATA retains capital replacement costs for sidewalk area within the nominal 5-foot expansion joint. Fairfax County retains responsibility for routine maintenance, including snow and trash removal, and capital replacement costs for pavilion-area furniture.</i>
Pedestrian Bridges between Station and Entrance Pavilion	• Foundation, column/pier, superstructure/MEP • Bridge Pier Protection System barriers (BPPS) protecting WMATA pedestrian bridge columns – BPPS separate from median barrier protecting non-LRFD column: ○ Reston Town Center – WB DTR right shoulder and Kiss and Ride roadway right shoulder; ○ Herndon –DTR EB CD right shoulder; ○ Innovation Center – Sunrise Valley Dr. WB right shoulder. • Roadway Safety Shape integrated with pier: ○ Reston Town Center – Between DIAAH and DTR EB and WB; ○ Herndon – Between DIAAH and DTR EB and WB; ○ Innovation Center - Between DIAAH and DTR EB. • Bridge drain pipes and splash blocks to point of connection with roadway drainage

**WMATA Maintenance Responsibilities of Project Constructed Elements on MWAA
Property (DIAAH Corridor) – CONTINUED**

Element	WMATA Responsibility
Trackway Aerial Guideway At-Grade Guideway	• Structure (foundation, column/pier/abutments, superstructure including ballasted bridges, rail systems and safety equipment) • New traction power conduits attached to WMATA bridges • Rail support structure at Reston Town Center Station (at future Town Center Parkway underpass). • Area between trackway retaining walls • Retaining walls (including foundations), integrated traffic barrier, and fence for Trackway-related retaining walls and associated fence. • Rail support structure at Reston Town Center Station (N07) (at future Town Center Parkway underpass). • Outlet pipes from ballast screen inlets (WMATA maintenance responsibility extends to where outlet pipe connects with roadway drainage (manhole or drop inlet, typically)).
Parking Garage	• Parking Access Revenue Control (PARC) systems under separate agreement(s) with Fairfax County, including associated cabling: • Herndon south • Innovation Center south <i>Fairfax County retains responsibility for capital repair and replacement costs of PARC equipment. .</i>
Stormwater Management Ponds/Vaults/Other BMPs Facility area (including basin, slopes/berms, outfall structures/culvert/channel), Access Roadway/Fences/Gates Inlet culverts/pipes/crossings	• Bio-retention facility: 2-4A, 2-6C <i>Bio-retention facility 2-4A is adjacent to TBS 6 and accessed from TBS 6 driveway.</i> <i>Extended detention basin facility 2-6C is adjacent to TPSS 14 and accessed from TPSS 14 driveway.</i> <i>At TPSS 15, shared access to the adjacent stormwater facilities maintained by MWAA is required using the TPSS driveway.</i> • Facilities serving and immediately adjacent to WMATA-maintained facilities

WMATA Maintenance Responsibilities of Project Constructed Elements on Town of Herndon Property (Herndon Station)

Element	WMATA Responsibility
At-Grade Station (Herndon – N08) Entrance Pavilion	• Building, foundations; pavement from building to expansion joint demarcated on paving plans (5 feet (nominal) from building); Metro pylon sign • Drainage - building drain pipes, splash blocks, underdrains to point of connection with roadway drainage • Communication (Verizon) and other utility feeds between point of utility line and Entrance pavilion. <i>WMATA retains capital replacement costs for sidewalk area within the nominal 5-foot expansion joint. Town of Herndon retains responsibility for routine maintenance, including snow and trash removal, and capital replacement costs for pavilion-area furniture.</i>
Pedestrian Bridges between Station and Entrance Pavilion	• Superstructure/MEP
Traction Power ductbank and crossings	• Ductbank, including cabling, vaults, and manholes
Stormwater Management Ponds/Vaults/Other BMPs Inlet culverts/pipes/crossings	• Facilities serving and immediately adjacent to WMATA-maintained facilities

**WMATA Maintenance Responsibilities of Project Constructed Elements on VDOT
Property (DIAAH Corridor)**

Element	WMATA Responsibility
At-Grade Stations - Reston Town Center (N07), Herndon (N08), Innovation Center (N09) Entrance Pavilions	• Drainage - building drain pipes, splash blocks, underdrains to point of connection with roadway drainage
Pedestrian Bridges between Station and Entrance Pavilion	• Superstructure/MEP
Traction Power Substations (including Communications and Train Control Rooms) and Tie Breaker Stations TPSS #12 [N07TPSS] TPSS #14 [N09TPSS]	• Access roadway and sidewalk areas (on-site) • Perimeter wall, building, ground grid, and retaining wall • Traction power switch pads and equipment • Landscaping within WMATA surface easement area – comply with WMATA requirements e.g., plant types and planting details. Comply with land use approvals (2232 approvals) in Fairfax Co; • Drainage; drainage features nominally exclusive for TPSS facility including roof and site drains to point of connection with roadway drainage, including end treatments; and drainage pipes/inlets/end treatments required due to the placement of TPSS facility in the way of pre-existing overland drainage path • Power feed and communications ductbank to trackway • Switches (including foundations and associated conduit/cabling) (meters and meter pads maintained by DEV)
Traction Power ductbank and crossings	• Ductbank, including cabling, vaults, and manholes
Stormwater Management Ponds/Vaults/Other BMPs Facility area (including basin, slopes/berms, outfall structures/culvert/channel), Access Roadway/Fences/Gates	• Facilities serving and immediately adjacent to WMATA-maintained facilities • Bio-retention facilities 2-4A, 2-6C
Inlet culverts/pipes/crossings	• Facilities serving and immediately adjacent to WMATA-maintained facilities

**WMATA Maintenance Responsibilities of Project Constructed Elements on TRIP II
Property (Dulles Greenway)**

Element	WMATA Responsibility
At-Grade Station - Ashburn Station (N12) Station Building	• Foundations, platform, mezzanine, station walls (and integrated traffic barriers) • Guideway/building drain pipes, splash blocks, underdrains to point of connection with roadway drainage • Utility feeds (to point of utility company demarcation) for water, sanitary, and telecom connections. • Safe dispersal areas • Communication (Verizon) and other utility feeds between point of utility line and Entrance pavilion.
Pedestrian Bridges between Station and Entrance Pavilion	• Foundation, column/pier, superstructure/MEP • Bridge drain pipes and splash blocks to point of connection with roadway drainage
Trackway Aerial Guideway	• Structure (foundation, column/pier/abutments, superstructure including ballasted bridges, rail facilities and systems) • Traction power conduits attached to WMATA bridges • Bridge access "walkways" at Broad Run: east of Run south of Greenway and west of Run north of Greenway • Bridge drain pipes and splash blocks to point of connection with roadway drainage • Bridge Pier Protection System barriers (BPPS) protecting WMATA rail bridge columns - BPPS integrated with median barrier <i>(At two straddle bents and one pier adjacent to left shoulder of EB Greenway east of Abutment B at mainline track flyover from Eastbound Greenway station 111+90.28 and to 108+17.52)</i>

**WMATA Maintenance Responsibilities of Project Constructed Elements on TRIP II
Property (Dulles Greenway) - CONTINUED**

Element	• WMATA Responsibility
At-Grade Guideway	• Area between trackway retaining walls • Retaining walls (including foundations), integrated traffic barrier, and fencings for Trackway-related retaining walls and associated fencings, all roadway safety shape barriers built integral to rail facilities. WMATA will maintain the entirety of the track wall up to the first joint past the point of separation of the track wall and the roadway barrier including the transition in height. <i>WMATA will maintain all underdrains, storm sewer pipes, inlet structures, manholes, and outlet structures that carry only trackway drainage. Additionally, WMATA will maintain all underdrains, storm sewer pipes, inlet structures, manholes, and outlet structures that are located entirely within the trackway. Maintenance of storm sewers that carry only trackway drainage and connect WMATA drainage structures to the roadway system outside of the trackway, will require coordination with TRIP II. Similarly, WMATA will participate in any required joint maintenance efforts for all storm sewer pipes that cross the trackway and connect to WMATA inlet structures and/or manholes.</i>

**WMATA Maintenance Responsibilities of Project Constructed Elements on TRIP II
Property (Dulles Greenway) - CONTINUED**

Element	WMATA Responsibility
Traction Power Substations (including Communications and Train Control Rooms) and Tie Breaker Stations TPSS #18 [N97TPSS] - Access TPSS #19 [N11TPSS] TBS #8 [N12TBS]	• Access roadway and sidewalk areas (on-site) • Perimeter wall, building, ground grid, and retaining wall • Traction power switch pads and equipment • Landscaping within WMATA surface easement area – comply with WMATA requirements e.g., plant types and planting details. • Drainage; drainage features nominally exclusive for TBS and TPSS facilities including roof and site drains to point of connection with roadway drainage system or outfall point, including drainage channels/pipes/inlets/end treatments required due to the placement of TBS or TPSS facilities in the way of pre-existing overland drainage paths. • Power feed and communications crossings to trackway
Traction Power ductbank and crossings	• Ductbank, including cabling, vaults, and manholes • Switches (including foundations and associated conduit/cabling) (meters and meter pads maintained by DEV)

**WMATA Maintenance Responsibilities of Project Constructed Elements on TRIP II
Property (Dulles Greenway) - CONTINUED**

Element	WMATA Responsibility
Stormwater Management Ponds/Vaults/Other BMPs Facility area (including basin, slopes/berms, outfall structures/culvert/channel), Access Roadway/Fences/Gates	• Checkdams 23 and 24 near TPSS #19 [N11TPSS] • Dry Swale 2-9D • Constructed wetlands: SWM 2-9 • For 2-9, WMATA will be responsible for routine and capital maintenance with the following exceptions (TRIP II responsibility): • Monthly visual inspection of the riser, outfall pipe, and outfall channel. • Removal of trash, debris, and sediment from the riser and outfall pipe. • Removal of trash, debris, excessive vegetation, and sediment from the outfall channel to maintain positive flow • Removal of Trash and Debris in or around SWM 2-9. Note TRIP II will not be responsible for the removal of any sediment within the constructed wetland. • Cutting of the grass outside SWM 2-9 no more than 3 times a year and where accessible by mower
Inlet culverts/pipes/crossings	• Riser, outlet pipe, and outlet structure for SWM 2-9

Fairfax County Maintenance Responsibilities of Project Constructed Elements on Fairfax County Property (DIAAH Corridor)

Element	Fairfax County Responsibility
At Grade Stations (Reston Town Center, Herndon, Innovation Center) Entrance Pavilion	• Sidewalk beyond the expansion joint demarcated on paving plans (5 feet nominal from building) • Pole-mounted lighting, excluding lighting mounted on pavilion building, except for WMATA globe lights at Herndon south (N08) and Innovation Center south (N09). • Sidewalk connecting to public street, including associated lighting, railings, walls, etc. • Bicycle racks, lockers & furniture • Site furniture, including trash cans, ash urns and benches • Landscaping area <i>Pier at Reston Town Center Station north (N07) for future pedestrian bridge connection will be maintained by the private landowner.</i> <i>WMATA retains capital replacement costs for sidewalk area within the nominal 5-foot expansion joint. Fairfax County retains responsibility for routine maintenance, including snow and trash removal, and capital replacement costs for pavilion-area furniture.</i>
Pedestrian Bridges between Station and Entrance Pavilion	• Landscaping beneath bridges (including grass)
Kiss and Ride Lots, Off-Street Bus Areas, and On-Site Access/Circulation Roadways	• Parking/circulation areas, sidewalk/plaza areas (including shelters, lighting, signing, railing, and furniture) • Retaining walls, including MSE walls at Reston Town Center South and Innovation Center North • Landscaping area • Drainage – catch basins/culverts/pipes/ditches, end treatments • Stormwater management features – ponds/vaults/bio-retention basins/other BMPs, including Filterrras <i>Stormwater management facility (vault) beneath Reston Town Center south Kiss & Ride will be maintained by the private landowner through separate agreement.</i>
Pedestrian Bridges between Entrance Pavilion and Garage	• Superstructure/MEP, and Gate(s) (<i>Does not include structural support integral with Entrance Pavilion</i>) • Landscaping beneath bridges (including grass) • Bridge drain pipes and splash blocks to point of connection with roadway drainage

Fairfax County Maintenance Responsibilities of Project Constructed Elements on Fairfax County Property (DIAAH Corridor) - CONTINUED

Element	Fairfax County Responsibility
Parking Garages	• Garage structure, including entrances/exits • New stair tower including structure, MEP, stairs, elevator, and fencing • Sidewalk connecting to garage parking • PARC system – Capital costs only (WMATA does operations)
Roadway/Pedestrian Facilities Adjacent to Station Access Facilities (Arterials, Collectors and Local Streets)	• Roadway lighting • Herndon Garage West Access Road, sidewalk and site lighting • Saw tooth bus bays on Carta Way (Innovation Center south) <i>Fairfax County is responsible for capital maintenance and repair of the concrete bus pad on Carta Way.</i> <i>Lighting of arterial/collector/local roadways is limited to restoration of ex. lighting or as funded by Ffx Co for new or ex. roadways. Existing lighting will be maintained by existing owner.</i>

Fairfax County Maintenance Responsibilities of Project Constructed Elements on VDOT Property (DIAAH Corridor)

Element	Fairfax County Responsibility
At Grade Stations (Reston Town Center, Innovation Center) Entrance Pavilion	• Sidewalk surrounding building (beyond 5 feet (nominal) joint from building) • Operational maintenance of sidewalk along Sunset Hills Road at Reston Town Center Station north and along Sunrise Valley Drive and Carta Way at Innovation Center Station south. Capital maintenance for sidewalk repairs and replacement on Carta Way. VDOT retains capital responsibility for sidewalk repairs and replacement on Sunrise Valley Drive and Sunset Hills Road frontage. • Sidewalk connecting to public street, including associated lighting, railings, walls, etc. <i>Pier at Reston Town Center Station north for future pedestrian bridge connection will be maintained by the private landowner.</i>
Roadway/Pedestrian Facilities Adjacent to Station Access Facilities (Arterials, Collectors and Local Streets)	• Roadway lighting, including street lights on Edmund Halley Drive • Landscaping in median of Edmund Halley Drive roundabout • Retaining wall on southbound Edmund Halley Drive (between roundabout and Sunrise Valley Drive intersection) <i>Lighting of arterial/collector/local roadways is limited to restoration of existing lighting or as funded by Ffx Co for new or existing roadways. Existing lighting will be maintained by existing owner.</i>

VDOT Maintenance Responsibilities of Project Constructed Elements on Fairfax County Property (DIAAH Corridor)

Element	VDOT Responsibility
At Grade Station (Reston Town Center Station)	• Traffic signal equipment at Reston Town Center station north including detectors, conduit, cabling, and handholes.

**VDOT Maintenance Responsibilities of Project Constructed Elements on MWAA Property
(DIAAH Corridor)**

Element	VDOT Responsibility
At Grade Station (Reston Town Center Station)	• Traffic signal equipment at Reston Town Center station north including detectors, conduit, cabling, and handboxes.
Pedestrian Bridges between Station and Entrance Pavilion (Innovation Center station south)	• Landscaping beneath bridge (including grass) along north side of Sunrise Valley Drive.
Trackway – Existing Bridge Piers between track walls	• Existing bridge piers at Herndon-Monroe Bus Ramp and Route 28 bridges over DIAAH.
Roadside Areas within Highway ROW	• Sidewalks including curb cut ramps • Hardscape/landscape • Roadway-related fences • Roadway barrier wall, including integrated BPPS at pedestrian bridge , along WB DTR adjacent to retaining wall for Herndon Bus Bridge ramp to WB DTR

VDOT Maintenance Responsibilities of Project Constructed Elements on VDOT Property

Element	VDOT Responsibility
At Grade Station (Reston Town Center Station, Innovation Center Station)	• Traffic signal equipment at Reston Town Center station north including detectors, conduit, cabling, and handboxes. • Capital responsibility for sidewalk repairs and replacement along Sunset Hills Road at Reston Town Center Station north and along Sunrise Valley Drive at Innovation Center Station south. Fairfax County is responsible for operational maintenance.
On-Street Bus Facilities	• Sidewalk pavement (Reston Town Center station north and Innovation Center station south) <i>VDOT retains capital replacement responsibility for sidewalk pavement in VDOT ROW. Fairfax retains operational maintenance responsibility.</i>
Roadway Improvements	• Pavement, shoulders, medians, guardrail, and curb and gutter • Roadway surface drainage system (catch basins, inlets, and ditches) • Traffic sign posts and panels, including trailblazing signage • Traffic signal equipment including detectors, conduit, cabling, and handboxes on VDOT ROW/easement <i>VDOT capital and operational maintenance responsibility includes the newly-accepted roadway facilities for Edmund Halley Drive</i>
Roadside Areas within Highway ROW	• Sidewalks including curb cut ramps • Roadway-related fences • Hardscape/landscape <i>VDOT maintenance of landscape is limited to mowing grass</i> <i>VDOT capital and operational maintenance responsibility includes the newly-accepted roadway facilities for Edmund Halley Drive, including the sidewalk, trail, and retaining walls at the intersection of Edmund Halley and Sunrise Valley Drive. Fairfax County will maintain the landscaping in the center of the Edmund Halley Drive roundabout, roadway lighting on Edmund Halley Drive, and the retaining wall on southbound Edmund Halley between the roundabout and the intersection with Sunrise Valley</i>
Stormwater Management Ponds/Vaults/Other BMPs Inlet culverts/pipes/crossings	• Facilities serving and immediately adjacent to WMATA-maintained facilities

**VDOT Maintenance Responsibilities of Project Constructed Elements on TRIP II Property
(Dulles Greenway)**

Element	VDOT Responsibility
Trackway –Existing Bridge Piers between track walls	• Trackway Crash walls at Loudoun County Parkway on Greenway
Trackway – Existing Bridge Piers between track walls	• New/modified protective fencing on bridge over tracks at Route 606 bridge. • Existing bridge piers at Route 606 bridge over Greenway.
At Grade Guideway	• Trackway Crash walls at Route 606 on Greenway

MWAA Maintenance Responsibilities of Project Constructed Elements on Fairfax County Property (DIAAH Corridor)

Element	MWAA Responsibility
Stormwater Management Ponds/Vaults/Other BMPs Facility area (including basin, slopes/berms, outfall structures/culvert/channel), Access Roadway/Fences/Gates	• Facilities within/adjacent to DIAAH/DTR corridor installed as part of Project serving trackway and/or roadway facilities ○ Bio-retention facilities: 2-3A, B, C, D; ○ Filtering practices: 2-5B1 ○ Constructed wetlands: 2-5B <i>Constructed wetland facility 2-5B and filtering practice 2-5B1 requires shared access with TPSS 13 driveway for maintenance access.</i>
Inlet culverts/pipes/crossings	• Facilities within/adjacent to DIAAH/DTR corridor installed as part of Project serving trackway and/or roadway facilities.

**MWAA Maintenance Responsibilities of Project Constructed Elements on MWAA
Property (DIAAH Corridor and Airport Property)**

Element	MWAA Responsibility
Pedestrian Bridges between Station and Entrance Pavilion	• Landscaping beneath bridges (including grass) beyond station facility limits • Bridge Pier System barriers (BPPS) protecting WMATA pedestrian bridge columns - BPPS integrated with ongoing median barrier: Innovation Center – DTR WB in barrier next to sound wall.
Trackway At-Grade Guideway	• Existing bridge piers between track walls at Reston Parkway, Fairfax County Parkway, Monroe Street, and Ramp from Rt. 28 NB to DIAAH WB bridges over DIAAH.
Roadway/Pedestrian Facilities Adjacent to Trackway and Ancillary Facilities DIAAH and DTR	
Roadways	• Pavement, shoulders, medians and curb and gutter • Traffic barriers (not integral to Metrorail trackway/station walls) • Emergency Roadway Crossovers: All crossovers between DIAAH and DTR including movable barriers/gates. • Roadway surface drainage system (catch basins, inlets, ditches, and pre-existing infiltration basins and other BMPs) • Below-ground drainage system (culverts, pipes, and underdrain)
Roadside Areas within Highway ROW	• Sidewalks including curb cut ramps • Hardscape/landscape • Roadway-related retaining walls and fences/ noise barriers
Traffic Control/ Surveillance/ Guidance devices	• Traffic signal poles, cabinets, detector loops, and signal system • ITS components (equipment/cabinets and supports) – roadway- and airport parking related • Toll equipment, communications, and signage • Traffic sign posts and panels, including trailblazing signs
Lighting	• Roadway lighting
Bridges	• Existing Bridge piers between WMATA retaining walls • Trackway Crash Wall at Ramp G
Traction Power Feed from Dulles DEV substation along Route 28 SB	• Access gates at Frying Pan Road interchange and DEV substation access roads.

MWAA Maintenance Responsibilities of Project Constructed Elements on MWAA Property (DIAAH Corridor and Airport Property) - CONTINUED

Element	MWAA Responsibility
Stormwater Management Ponds/Vaults/Other BMPs Facility area (including basin, slopes/berms, outfall structures/culvert/channel), Access Roadway/Fences/Gates	• Facilities within/adjacent to DIAAH/DTR corridor installed as part of Project serving trackway and/or roadway facilities ○ Dry swales: 2-2A ○ Bio-retention facilities: 2-1A1, 2-3A, B, C, D; ○ Filtering practices: 2-4, 2-5B1 ○ Constructed wetlands: 2-1A, 2-5B <i>(Constructed wetland facility 2-5B and filtering practice 2-5B1 requires shared access with TPSS 13 driveway for maintenance access.)</i> • Facilities on Dulles Airport property ○ Dry swales: 2-7C1, 2-7C3 ○ Bio-retention facilities: 2-7C2, 2-7C4 ○ Constructed wetlands: 2-7C <i>(Constructed wetland facility 2-7C and bio-retention facility 2-7C4 requires shared access with TPSS 15 driveway for maintenance access. Conserved open space does not need maintenance, just protection from disturbance.)</i>

**MWAA Maintenance Responsibilities of Project Constructed Elements on VDOT Property
(DIAAH Corridor)**

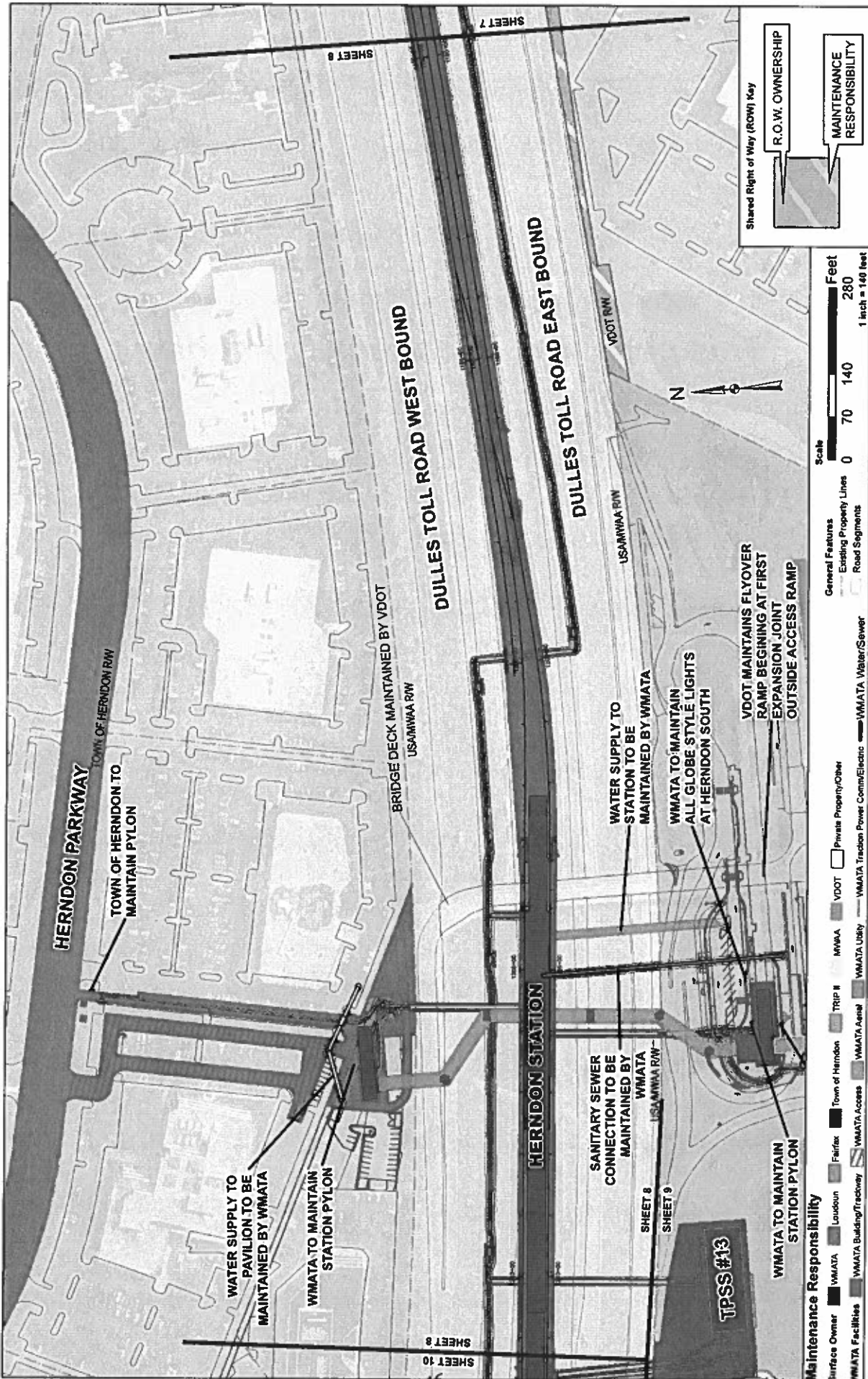
Element	MWAA Responsibility
Stormwater Management Ponds/Vaults/Other BMPs Facility area (including basin, slopes/berms, outfall structures/culvert/channel), Access Roadway/Fences/Gates	• Facilities within/adjacent to DIAAH/DTR corridor installed as part of Project serving trackway and/or roadway facilities ○ Dry swale: 2-2A (<i>Portion in VDOT DTR sliver</i>); ○ Bio-retention facilities: 2-3A, B, C, D (<i>Portion in Sunset Hills Road ROW</i>); ○ Filtering practices: 2-4 (<i>Portion in VDOT DTR sliver</i>); ○ Constructed wetlands: 2-1A (<i>Portion in VDOT DTR sliver</i>)
Inlet culverts/pipes/crossings	• Facilities within/adjacent to DIAAH/DTR corridor installed as part of Project serving trackway and/or roadway facilities

TRIP II Maintenance Responsibilities of Project Constructed Elements on TRIP II Property (Dulles Greenway)

Element	TRIP II Responsibility
Pedestrian Bridges between Station and Entrance Pavilion (Loudoun Gateway Station area)	• Landscaping beneath bridge (including grass)
Trackway – Aerial Guideway	• Land and Landscaping below aerial guideway (including grass) <i>(east of Abutment B and Airport boundary; and beneath rail bridge over Broad Run)</i>
Trackway –Existing Bridge Piers between track walls	• Existing bridge piers for EB Dulles Greenway bridge over DIAAH east of Rt. 28. • Existing bridge pier for the future Barrister Street bridge over the Dulles Greenway east of Route 607
Stormwater Management Ponds/Vaults/Other BMPs Facility area (including basin, slopes/berms, outfall structures/culvert/channel), Access Roadway/Fences/Gates	• Constructed wetlands: 2-9 (shared with WMATA) • For 2-9, WMATA will be responsible for routine and capital maintenance. The following exceptions are TRIP II responsibility: • Monthly visual inspection of the riser, outfall pipe, and outfall channel. • Removal of trash, debris, and sediment from the riser and outfall pipe. • Removal of trash, debris, excessive vegetation, and sediment from the outfall channel to maintain positive flow • Removal of Trash and Debris in or around SWM 2-9. Note TRIP II will not be responsible for the removal of any sediment within the constructed wetland. • Cutting of the grass outside SWM 2-9 no more than 3 times a year and where accessible by mower
Inlet culverts/pipes/crossings	• Facilities along Dulles Greenway

**TRIP II Maintenance Responsibilities of Project Constructed Elements on TRIP II
Property (Dulles Greenway) - CONTINUED**

Element	• TRIP II Responsibility
Roadway Improvements (Dulles Greenway mainline and ramp facilities)	• Pavement, shoulders, medians and curb and gutter • Traffic Barriers: • All VDOT-standard concrete roadside barriers constructed as part of the Dulles Corridor Metrorail Project. Where the concrete barriers transition away from the track wall, TRIP II's responsibilities will begin at the first joint past the point of separation and exclude the entirety of the height transition. • Modified concrete barrier wall located on the outside shoulder of EB Dulles Greenway at approximate station 241+00 • Modified concrete barrier wall located on the outside shoulder of WB Dulles Greenway at approximate station 170+00 <i>TRIP II responsibilities exclude all track wall, roadway safety-shape barriers built integral to rail facilities, and the Bridge Pier Protection System (BPPS) barriers, and integrated median barriers protecting two straddle bents and one pier adjacent to left shoulder of EB Dulles Greenway east of Abutment B at mainline track flyover from EB Dulles Greenway station 111+90.28 and to 108+17.52</i> • Roadway surface and below-ground drainage systems TRIP II will maintain all underdrains, storm sewer pipes, inlet structures, manholes, and outlet structures that carry Dulles Greenway roadway drainage and are located outside of the WMATA trackway. In addition, TRIP II will maintain all storm sewer pipes that cross the trackway and carry Dulles Greenway roadway drainage. TRIP II will not maintain any inlet structures or manholes that are located within the trackway. Maintenance of storm sewer pipes that cross the trackway and connect to WMATA drainage structures will require coordination with WMATA and may require joint maintenance efforts. TRIP II will not access or maintain any inlet structures or manholes that are located within the trackway • Roadway-related retaining walls and fences • Traffic sign posts and panels, including trailblazing signs • Roadway lighting <i>Elements described above do not include any elements associated with rail facilities or ancillary rail facilities such as TPSS and TBS facilities</i>



NOTE:

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