



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

February 24, 2011

Jerry Scott
Chief Construction Engineer
Fairfax County Water Authority
8560 Arlington Blvd.
Fairfax, VA 22031

Re: Interpretation for SEA 77-C-190-2; Penderwood Storage Tank Site No. 2;
Tax Map 46-1 ((1)) 6A: Security Modifications, Landscaping, Fence

Dear Mr. Scott:

This is in response to your letter of January 25, 2011, requesting an interpretation of the Special Exception Amendment (SEA) Plat and the development conditions approved by the Board of Supervisors with SEA 77-C-190-2. As I understand it, the question is whether the proposed landscape plan revised January 13, 2011, is in substantial conformance with the development conditions and SEA Plat. This determination is based on your letter; a copy of the recorded conservation easement; the revised landscape plan titled "System Reliability Improvements, Penderwood Storage Tank, Tank Site No. 2." dated January 13, 2011; and Sheet 2 of the SEA Plat, revised April 19, 2007. Copies of the letter and documents are attached for reference.

On June 18, 2007, the Board of Supervisors approved SEA 77-C-190-2, subject to development conditions, to permit an increase in the number of water storage tanks and associated site modifications for the previously approved water storage facility. At the time of approval, the Board approved a modification of the transitional screening requirement to allow use of existing vegetation wherever possible in favor of that shown on the SEA Plat. The Board also approved a modification of the maximum permitted fence height to allow a 10.5 foot tall security fence. The SEA Plat depicts the location of the security fence approximately 50 feet inside the perimeter of the site and at the interior edge of the transitional screening area. The Plat also depicts an area of limits of clearing and grading extending from the fence in the transitional screening area toward the SWM/BMP dry pond and the water storage tank area. Development Condition 7 states that "the limits of clearing and grading shown on the SE Plat shall be strictly adhered to."

You propose to modify the landscaping on the approved SEA Plat along the west, north and east property boundaries and to modify the limits of clearing and grading adjacent to the fence. You state that during installation of the security fence, the contractor attempted to preserve quality vegetation to the extent feasible and field-located the fence to protect certain significant trees. This resulted in a meandering fence line, which altered the limits of clearing and grading. Associated with the fence construction is the installation of security cameras on the fence, which are oriented down the fence lines and require clear sight-lines to monitor the site. As a result, a 15-foot wide strip of vegetation was cleared. With the interpretation request, you also included a copy of a conservation easement recorded on January 9, 2009. You state that the conservation easement requires Fairfax Water to restore any areas that have been denuded. Fairfax Water proposes to provide additional plantings in the transitional

Department of Planning and Zoning
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035-5509
Phone 703 324-1290
FAX 703 324-3924
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Integrity * Teamwork * Public Service

Jerry Scott
Page 2

screening area to compensate for vegetation lost with construction of the security fence and the creation of camera clear-sight lines.

You indicate that the locations and types of landscape plantings are designed to provide effective transitional screening, as shown on the revised landscape plan. The plantings are also designed not to encroach into the clear sight-line for the security cameras. You consulted with Urban Forest Management, DPWES, to develop a revised landscape plan that would meet the intent of the approved transitional screening for this area, adjusting the placement, species and variety of plantings within the transitional screening area to provide the most effective screening. You propose to supplement the vegetation in the transitional screening area with a variety of large and medium evergreen trees, evergreen shrubs and deciduous trees as specified on the revised landscape plan dated January 13, 2011. You also propose to plant the trees and shrubs in a staggered fashion to maximize screening in the subject areas. According to the landscape plan tabulation, you propose 91 new trees in addition to the 58 trees shown on the approved landscape plan to blend in with existing vegetation and to establish a year-round screening.

Secondly, your interpretation letter asks whether removal of an 8 foot tall chain link fence around the SWM/BMP dry pond facility, as depicted on the SEA Plat, is in substantial conformance with the development conditions. According to DPWES, per staff discussions on December 14, 2010, an additional 8 foot tall chain link fence is not required around the SWM/BMP facility, since the site is secured with the construction of the adjacent 10.5 foot tall security fence.

It is my determination that the proposed landscaping plan along the west, north and east boundaries, modification to the limits of clearing and grading, and the removal of the fence around the SWM/BMP dry pond, as discussed above, are in substantial conformance with SEA 77-C-190-2, subject to approval by UFM, DPWES. This determination has been made in my capacity as the duly authorized agent of the Zoning Administrator. If you have any questions regarding this interpretation, please contact Carrie Lee at (703) 324-1290.

Sincerely,



Barbara C. Berlin, AICP
Director, Zoning Evaluation Division

BCB/CDL\O:\clee01\ActAssign\Interpretations\SETPenderwood Tanks_security_LS.fence.doc

Attachments: A/S

cc: Michael R. Frey, Supervisor, Sully District
John L. Litzenberger, Jr., Planning Commissioner, Sully District
Diane Johnson-Quinn, Deputy Zoning Administrator, Permit Review Branch, ZAD, DPZ
Jack Weyant, Director, Environmental and Facilities Inspection Division, DPWES
Kenneth Williams, Plan and Document Control, LDS, DPWES
Kevin Guinaw, Chief, Special Projects/Applications Management Branch, ZED, DPZ
Rich Pelle, Fairfax County Water Authority, 8560 Arlington Blvd, Fairfax, VA 22031
File: SEA 77-C-190-2, SEI 1102 001, Imaging, Reading File

Fairfax Water

FAIRFAX COUNTY WATER AUTHORITY
8560 Arlington Boulevard, Fairfax, Virginia 22031
www.fairfaxwater.org

RECEIVED
Department of Planning & Zoning
JAN 25 2011
Zoning Evaluation Division

**PLANNING & ENGINEERING
DIVISION**

Jamie Bain Hedges, P.E.
Director
(703) 289-6325
Fax (703) 289-6382

January 25, 2011

HAND DELIVERED

Mr. Kevin Guinaw
Chief, Special Projects Branch
Fairfax County
Department of Planning and Zoning
12055 Government Pkwy
Suite 800
Fairfax, VA 22031

Re: System Reliability Improvements
Penderwood Storage Tank
Tank Site No. 2
Fairfax Water Project 2288 Division 14
SEA 77-C-190-2
Tax Map 46-1-((1)) 006A

Dear Mr. Guinaw,

Fairfax Water is requesting an interpretation that the proposed attached landscape plan is in substantial conformance with the approved landscape plan shown as part of SEA 77-C-190-2. Three copies of the approved plans and conditions, three copies of the proposed plan, and a single copy of the approved plan with the area proposed to be changed outlined in red, are included for your use.

The approved plan shows a 50-foot transitional screening yard and clearly shows a chain-link security fence to be installed within the 50-foot transitional screening yard. The Board of Supervisors approved a modification of the transitional screening requirement in favor of preserving existing landscaping. Installation of the fence and protection of the sight-lines for the security cameras surrounding the Fairfax Water facilities required the clearing of an approximate fifteen-foot swath of shrub vegetation while preserving large specimen trees.

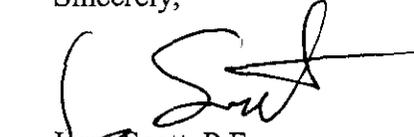
Mr. Kevin Guinaw
January 25, 2011
Page 2 of 2

During the installation of the security fence, the contractor attempted to preserve quality vegetation to the extent feasible and field-located the fence to protect certain significant trees. This resulted in the fence line meandering a bit and consequently, the limits of clearing and grading do not precisely match the limits of clearing and grading as shown on the SEA plat. We are proposing supplemental vegetation which has been selected (species and location) in consultation with the Fairfax County Urban Forester. We attempted to fill in gaps to meet the intent of the transitional screening requirement as feasible. In all 91 new trees, in addition to the 58 trees in the approved plan, are proposed to blend in with existing vegetation and to assist in establishing a year-round screening.

The conservation easement was recorded on January 9, 2009. The requirements of the easement require Fairfax Water to be responsible for restoration of any areas which have been denuded without the prior approval of Fairfax County. The additional plantings are an attempt to comply with the above provision.

A site plan revision has been submitted to Fairfax County to reflect these proposed landscape changes, as well as removal of a fence around an interior storm water management pond. Fairfax Water would appreciate your concurrence that these modifications to the approved landscape plan are in substantial conformance with the approved SEA. If you have any questions or need additional information, please do not hesitate to contact me at (703) 289-6351.

Sincerely,



Jerry Scott, P.E.
Chief Construction Engineer

cc: Jamie Hedges, P.E., Director, Planning and Engineering
Dale Kovach, Manager, Construction
Supervisor Michael Frey
William Harrison, P.E., Project Manager
John Harman, Hazen and Sawyer

THIS SHEET IS FOR LANDSCAPE PURPOSES ONLY !!!

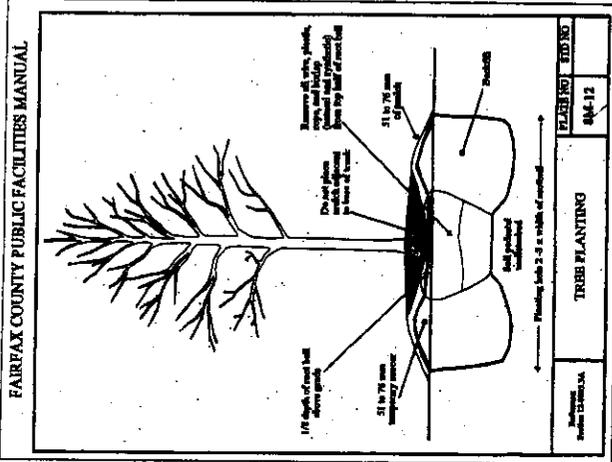
Rinko Design Assoc., P.C.
 Engineering & Surveying Services
 1200 West Commonwealth Ave., Suite 200
 Fairfax, VA 22031
 Phone: (703) 747-4443
 Fax: (703) 747-4443

Fairfax Water
 FAIRFAX, VIRGINIA

LANDSCAPE PLAN
 SYSTEM RELIABILITY IMPROVEMENTS
 POND STORAGE TANK
 PROJECT 2282, DIVISION 13
 EXISTING AND PROPOSED

REVISIONS:
 1. 11/11/11 REVISE CLEARING LIMIT AND LANDSCAPING
 2. 11/11/11 REVISE CLEARING LIMIT AND LANDSCAPING
 3. 11/11/11 REVISE CLEARING LIMIT AND LANDSCAPING

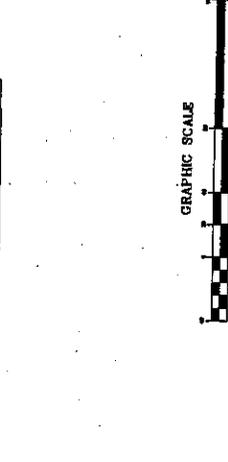
DATE: OCTOBER, 2008
 SCALE: 1" = 40'
 DESIGNER: SGT/ANTY
 DRAFTER: PR
 CHECKED BY: CTH
 ARCH: N/A
 JOB NUMBER: 01-084-HE
 SHEET 13 OF 31
 Sheet 13 OF 31



TREE PLANTING

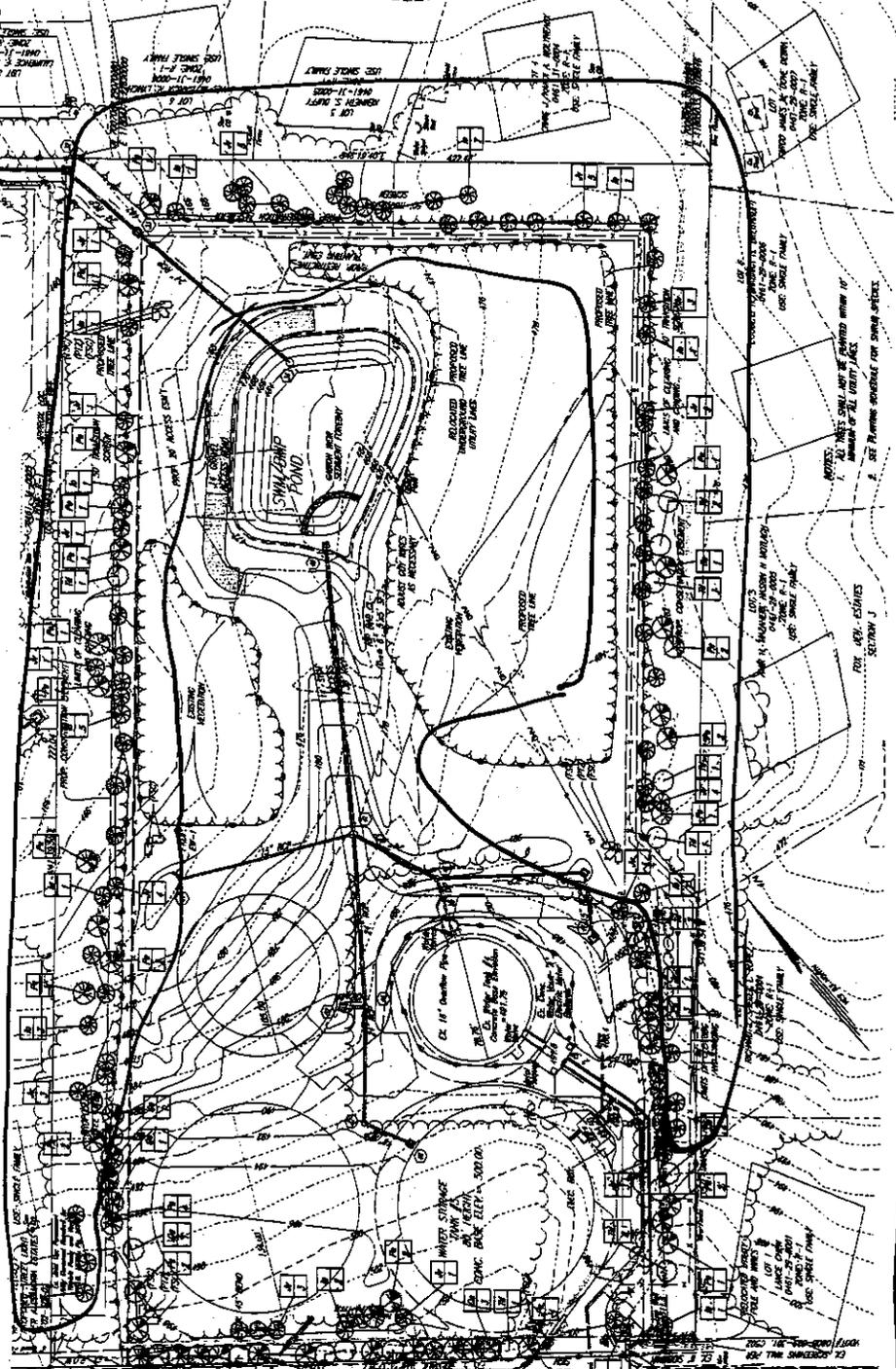
LANDSCAPE PLANTING NOTES

1. USE THE DIMENSIONS OF PLANT MATERIALS SHOWN IN LISTINGS FOR ALL PLANTING. PLANT MATERIALS SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED IN THE PROJECT.
2. ALL PLANT MATERIALS SUPPLIED BY A CONTRACTOR SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE OF THE SPECIES AND VARIETIES LISTED IN THE PLANTING SCHEDULE. PLANT MATERIALS SHALL BE DELIVERED TO THE PROJECT SITE IN A CONDITION THAT WILL ALLOW THEM TO BE PLANTED IMMEDIATELY UPON DELIVERY.
3. ALL PLANT MATERIALS SUPPLIED BY A CONTRACTOR SHALL BE WATERED AND MULCHED IMMEDIATELY UPON DELIVERY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED IN THE PROJECT.
4. PLANT MATERIALS SHALL BE PLANTED IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING NOTES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED IN THE PROJECT.
5. PLANT MATERIALS SHALL BE PLANTED IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE PLANTING NOTES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED IN THE PROJECT.



NO.	DESCRIPTION	APPROVED BY	DATE

REVISIONS APPROVED BY: _____
 DIVISION OF DESIGN REVIEW



PLANTING INSTALLATION GUIDELINES

1. Contractors shall be responsible for the quality of the work. The contractor shall be responsible for the quality of the work. The contractor shall be responsible for the quality of the work.
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NOTE: SEAL PERTINENT TO REVISION AREAS ONLY

FAIRFAX WATER
 8600 ARLINGTON BOULEVARD
 FAIRFAX, VIRGINIA 22031
 (703) 286-5811

SCHEDULE

NO.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	TO TR. CANOPY	TOTAL CANOPY
						(SQ. FT.)	(SQ. FT.)
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THIS SHEET FOR LANDSCAPING INFORMATION ONLY!!!

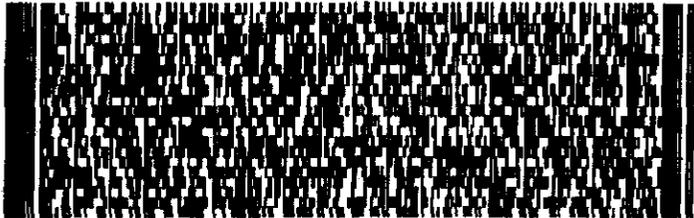
Fairfax County Land Records Cover Sheet

Instruments
EASEMENT

Grantor(s)
FAIRFAX COUNTY WATER AUTHORITY_F_N

Grantee(s)
BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA_F_N

Consideration	0	Consideration %	100
Tax Exemption	NC	Amount Not Taxed	
DEM Number	7610-EP-01-E-01	Tax Map Number	046-1- -01- -0006- A
Original Book		Original Page	
Title Company	HUNTON & WILLIAMS LLP	Title Case	
Property Descr.	FCWA PENDERWOOD EASEMENTS		
Certified	No	Copies	0
		Page Range	



Print Cover Sheet

Document prepared by
and after recording return to:
Hunton & Williams LLP
1751 Pinnacle Drive, Suite 1700
McLean, Virginia 22102
Attn: John C. McGranahan, Jr., Esquire

Tax Map Parcel: 46-1-((1))-6A

DEED OF EASEMENT

THIS DEED OF EASEMENT, dated as of DECEMBER 17, 2008, by and between the FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic (the "WATER AUTHORITY"), as grantor for indexing purposes, and THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic (the "COUNTY"), as grantee for indexing purposes, recites and provides:

RECITALS

The WATER AUTHORITY is the owner of that certain property in the Sully District of Fairfax County, Virginia containing approximately 7.4812 acres of land (the "Property") as more particularly described in the Deeds recorded in Deed Book 4758, at page 83 and Deed Book 18319, at page 1773, both among the land records in the Clerk's Office of the Circuit Court of Fairfax County, Virginia (the "Land Records").

The Property also is shown more particularly on the plat attached to and incorporated into this Deed by this reference dated July 31, 2008, prepared by Rinker Design Associates, P.C., of Manassas, Virginia, and entitled "PLAT SHOWING THE GRANTING OF VARIOUS EASEMENTS ON THE LAND OF FAIRFAX COUNTY WATER AUTHORITY, SULLY DISTRICT, FAIRFAX COUNTY, VIRGINIA" (the "Plat"). For informational purposes only and not to vary the description of the Property set forth in the preceding sentences, the Property is identified on the Fairfax County Tax Maps as parcels 46-1-((1))-6A.

The WATER AUTHORITY desires to grant and convey to the COUNTY (i) a conservation easement, (ii) a restrictive planting easement, and (iii) a maintenance access easement, each across, over and upon portions of the Property as shown on the Plat for the purposes set forth herein.

EASEMENTS

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Conservation Easement.** The WATER AUTHORITY does hereby grant and convey unto the COUNTY, its successors and assigns, a conservation easement (the



"Conservation Easement") for the purpose of conserving and preserving undisturbed the natural vegetation, topography, habitat and other natural features now existing on and across portions of the Property. The Conservation Easement areas are more particularly bounded and described on the Plat on which they are identified as "CONSERVATION ESMT. (HEREBY GRANTED) (SEE NOTE 5)." The Conservation Easement is subject to the following terms and conditions:

- a. No use shall be made of, nor shall any improvements be made within, the Conservation Easement without prior written authorization from the COUNTY.
- b. All existing vegetation in the Conservation Easement shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement be denuded, defaced or otherwise disturbed without the prior written approval of the appropriate agency or department of the COUNTY.
- c. In the event of any violation of the Conservation Easement, the WATER AUTHORITY, its successors and assigns, shall be solely responsible for the restoration of the Conservation Easement to its condition as of the execution of this Deed. Further, the COUNTY and its agents shall have the right, but not the obligation, to enter upon the Property and restore the Conservation Easement to the extent the COUNTY may deem necessary. The cost of such restoration by the COUNTY shall be reimbursed to the COUNTY by the WATER AUTHORITY, its successors and assigns, upon demand.

2. *Restrictive Planting Easement.* The WATER AUTHORITY does hereby grant and convey unto the COUNTY, its successors and assigns, a restrictive planting easement (the "Restrictive Planting Easement") for the purpose of promoting the stability of the dam and/or regulating plant growth within the easement area of the dam. The Restrictive Planting Easement is bounded and shown more particularly on the Plat on which it is identified as "RESTRICTIVE PLANTING ESMT. (HEREBY GRANTED)." The Restrictive Planting Easement is subject to the following terms and conditions:

- a. The WATER AUTHORITY, its successors and assigns, shall not place any structure, bulb, plant, tree or other object within the Restrictive Planting Easement, except for grasses, without the written permission of the COUNTY.
- b. The WATER AUTHORITY, its successors and assigns, shall have the obligation to maintain the Restrictive Planting Easement area by mowing, cutting and/or trimming all permitted plantings. The COUNTY shall have the right, but not the obligation, to enter the Property in order to perform such maintenance if, in the COUNTY's sole judgment, the WATER AUTHORITY fails to perform such maintenance. The costs of such maintenance shall be reimbursed to the COUNTY by the WATER AUTHORITY, its successors and assigns, upon demand.
- c. No clearing or grading shall be permitted, and the Restrictive Planting Easement area shall not be denuded, defaced or otherwise disturbed in any manner, without prior written approval of the appropriate agency or department of Fairfax County.

The WATER AUTHORITY otherwise reserves the right to make any use of the Restrictive Planting Easement area that will not be inconsistent with the terms and conditions of this easement.

3. **Maintenance Access Easement.** The WATER AUTHORITY does hereby grant and convey unto the COUNTY and its assigns, a maintenance access easement (the "Maintenance Access Easement") for the purpose of ingress and egress by County maintenance, emergency and police vehicles through and across a portion of the Property. The Maintenance Access Easement is bounded and shown more particularly on the Plat on which it is identified as "20' ACCESS ESMT. (HEREBY GRANTED)." The Maintenance Access Easement is subject to the following terms and conditions:

- a. All facilities installed in the Maintenance Access Easement shall be and remain the property of the COUNTY, its successors and assigns.
- b. The COUNTY and its agents shall have full and free use of the Maintenance Access Easement for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Maintenance Access Easement including the right of reasonable access to and from the Maintenance Access Easement and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the COUNTY to erect any building or structure of a permanent nature on such adjoining land.
- c. The COUNTY shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Maintenance Access Easement, deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the easement area; provided, however, that the COUNTY at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.
- d. The WATER AUTHORITY reserves the right to make any use of the Maintenance Access Easement which may not be inconsistent with the rights herein conveyed, or interfere with the use of the Maintenance Access Easement by the COUNTY for the purposes named, provided, however, that the WATER AUTHORITY shall not erect any building or other structure, excepting a fence running parallel to and along the outer edge of the Maintenance Access Easement, on the Maintenance Access Easement, without obtaining the prior written approval of the COUNTY.

4. **Compliance with Applicable Statutes; Free Consent and Desire.** This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the

proper authorities of the COUNTY, and is with the free consent and in accordance with the desire of the WATER AUTHORITY.

5. **Covenants Run with the Land.** This Deed establishes obligations which constitute real covenants which shall run with the land and be binding on the parties hereto and their administrators, executors, assigns, heirs and any other successors in title or interest.

6. **Counterparts.** This Deed may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one and the same instrument binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

[SIGNATURES ON FOLLOWING PAGES]

**SIGNATURE PAGE
DEED OF EASEMENT**

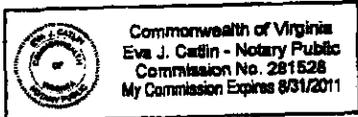
WITNESS the following signature and seal:

FAIRFAX COUNTY WATER AUTHORITY,
a body corporate and politic

By: *Charles M. Murray* (SEAL)
Name: *Charles M. Murray*
Title: *General Manager*

STATE OF *Virginia*
COUNTY OF *Fairfax*

The foregoing instrument was acknowledged before me in the above jurisdiction this *17th* day of *December*, 2008, by *Charles M. Murray*, *General Manager* of the FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic, on behalf of the Authority.



Eva J. Castlin
Notary Public

Registration No.: _____

My Commission Expires: _____

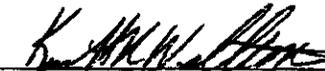
**SIGNATURE PAGE
DEED OF EASEMENT**

Executed and accepted on behalf of the Board of Supervisors of Fairfax County, Virginia, by the authority granted by said Board.

APPROVED AS TO FORM:

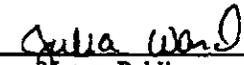
Director, Department of Public Works & Environmental Services


Assistant County Attorney

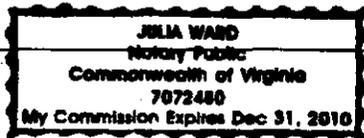
By  (SEAL)
Chief, Plan and Document Control
Office of Land Development Services

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me in the above jurisdiction this 8th day of January, 2009, 2008 by Kenneth R. Williams, Chief, Plan and Document Control, Office of Land Development Services, Department of Public Works & Environmental Services.


Notary Public

My Commission Expires:



The following document(s) were recorded in
FAIRFAX CIRCUIT COURT

JAN 09, 2009 10:56:52

Receipt #: LR-200904000295

Document 1
1st Grantor
FAIRFAX COUNTY WATER AUTHORITY
1st Grantee
BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGI

N Consideration: \$0.00

Instrument #: 2009-000494.001
Book: 20232 Page: 0104

Doc. Type:
EASEMENT
Document Type Total: \$0.00

Cash Amt: \$0.00
Cashier TRACY MASCHER

TESTE: JOHN T. FREY