



**ARLINGTON COUNTY, VIRGINIA**

**County Board Agenda Item  
September 26, 2009**

**SUPPLEMENTAL REPORT**

**DATE:** September 25, 2009

**SUBJECT:** Approval of a Deed of Lease between AHC Limited Partnership-10, Landlord, and the County Board of Arlington County, Virginia, Tenant, for a 15 Year Lease for a Portion of the Building Located at 4108 Fourth Street North, Arlington, VA (Gates of Ballston Community Center, RPC Number 20022004).

**DISCUSSION:** Sections 1(A) and 16(A) of the attached Lease have been revised to change the Normal Business Hours to add Saturdays (from 8:00 A.M. to 6:00 P.M.) and to make such sections consistent as to such hours. The floor plans were replaced in Exhibit A with drawings that depict the County Exclusive Space in vertical stripes and the Shared Space in grid marks. Only the pages that have been revised are attached.

County Manager: RCMA

County Attorney: AHC/SAM

Staff: Linda DePersis, DES-Real Estate Bureau and Judy Brosch, DHS

**Exhibit A - Lease**  
**GATES OF BALLSTON COMMUNITY CENTER**  
**DEED OF LEASE**  
**BETWEEN AHC LIMITED PARTNERSHIP-10**

**AND**

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

**THIS DEED OF LEASE** ("Lease") made this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between **AHC LIMITED PARTNERSHIP-10**, a Virginia limited partnership, hereinafter "Landlord", and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic, hereinafter "Tenant."

**WHEREAS**, the Landlord owns the real property, including the 9,038 square foot Community Center ("Building") and parking lot, located at 4108 4<sup>th</sup> Street North Arlington, VA 22204, RPC Number 20022004 ("Property"), as shown on Attachment 1-A "Property Description" and Attachment 1-B "Vicinity Map".

**WHEREAS**, the Landlord does hereby lease to the Tenant and the Tenant does hereby lease from the Landlord, upon the terms hereinafter described, the hereinafter described Demised Premises, which is located in the Building on the Property.

**WITNESSETH**, that for and in consideration of the rents, mutual covenants and agreements hereinafter set forth, and in further consideration of One Dollar and <sup>Zero</sup>/<sub>100</sub> Dollars (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually agree as follows:

1. **DEMISED PREMISES**. The Demised Premises are shown on the plans and consist of the following areas as designated on Exhibit A, attached hereto and incorporated herein by reference:
  - A. Exclusive Space: Tenant's exclusive space consists of 1,560 square feet, more or less, of usable space, known as Office DHS Classroom A, DHS Classroom B, DHS Meeting Room, DHS office, DHS Storage Rooms, and the Computer Class Room located on the Second Floor of the Building ("Exclusive Space"). Landlord shall provide Tenant's two (2) on-site employees and their immediate supervisor with a FOB key device to the access control reader for the Building so they may use the Exclusive Space twenty four (24) hours a day, seven days a week. Prior to Landlord's issuance of the FOB key devices to the aforesaid, Tenant shall give Landlord a list containing the names and phone numbers for its two (2) on-site employees and their immediate supervisor. Tenant shall not allow its personnel or invitees to have access to the premises during non-operating hours (10:00 pm to 8:00 am Monday ~~Saturday~~ Friday, after 6:00 pm on Saturday, all day Sunday, and County observed holidays) unless accompanied by one (1) of Tenant's two (2) on-site employees or their immediate supervisor.

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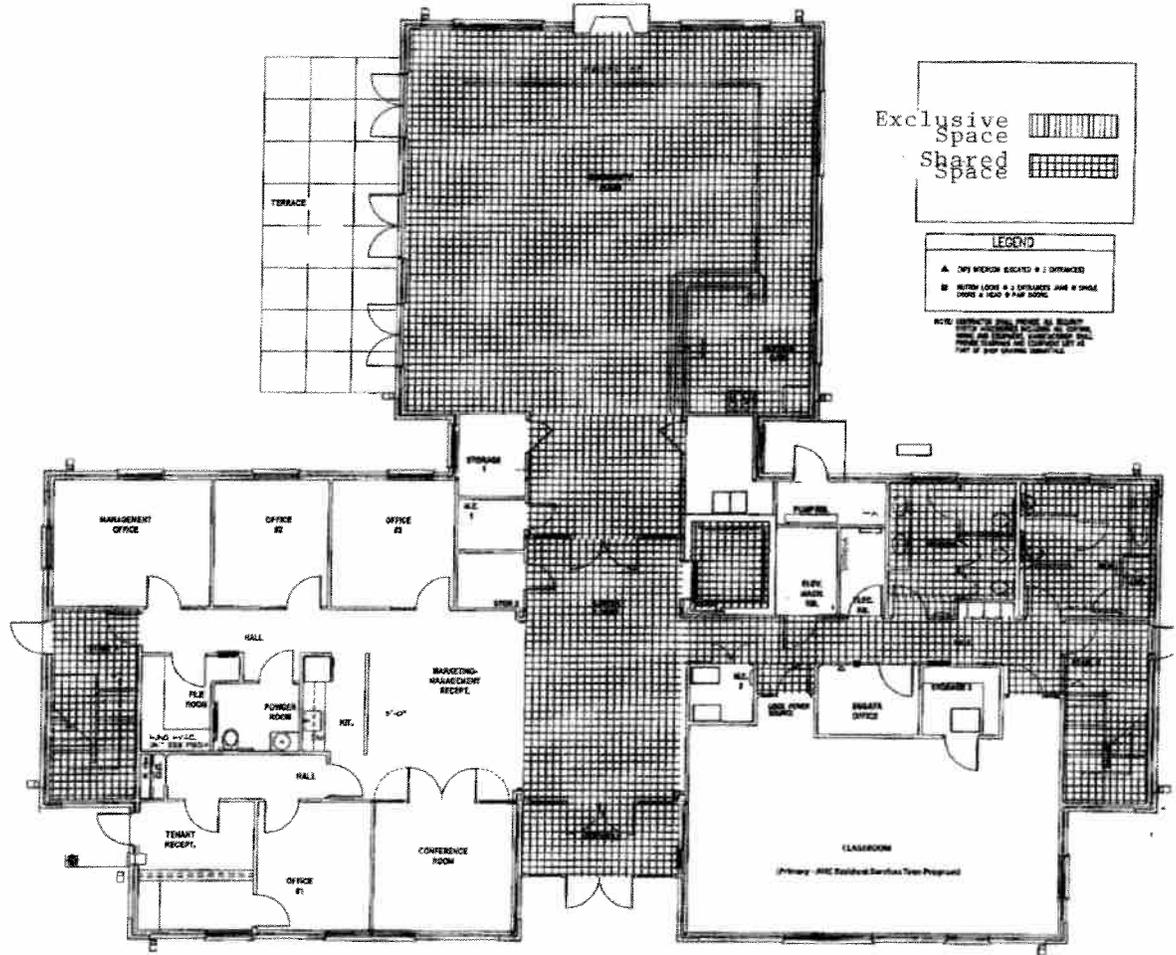
16. **SERVICES.**

A. The Landlord, at its own expense, will furnish reasonably adequate electric current, water, lavatory supplies, and automatically operated elevator service during normal business hours, heat and air conditioning during all seasons of the year, between the hours of 8:00 A.M. and 10:00 P.M. ~~daily~~ Monday through Friday and from 8:00 A.M. to 6:00 P.M. on Saturday ("Normal Business Hours"), excluding federal legal public holidays ("Holidays") and ~~weekends~~ Sundays, when the Demised Premises is in use. The HVAC system shall be capable of maintaining an indoor temperature of no more than 76 degrees Fahrenheit and of no less than 70 degrees Fahrenheit, except during time periods where occupant density is in excess of design standards.

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Exhibit A  
 Floor Plans for the Demised Premises

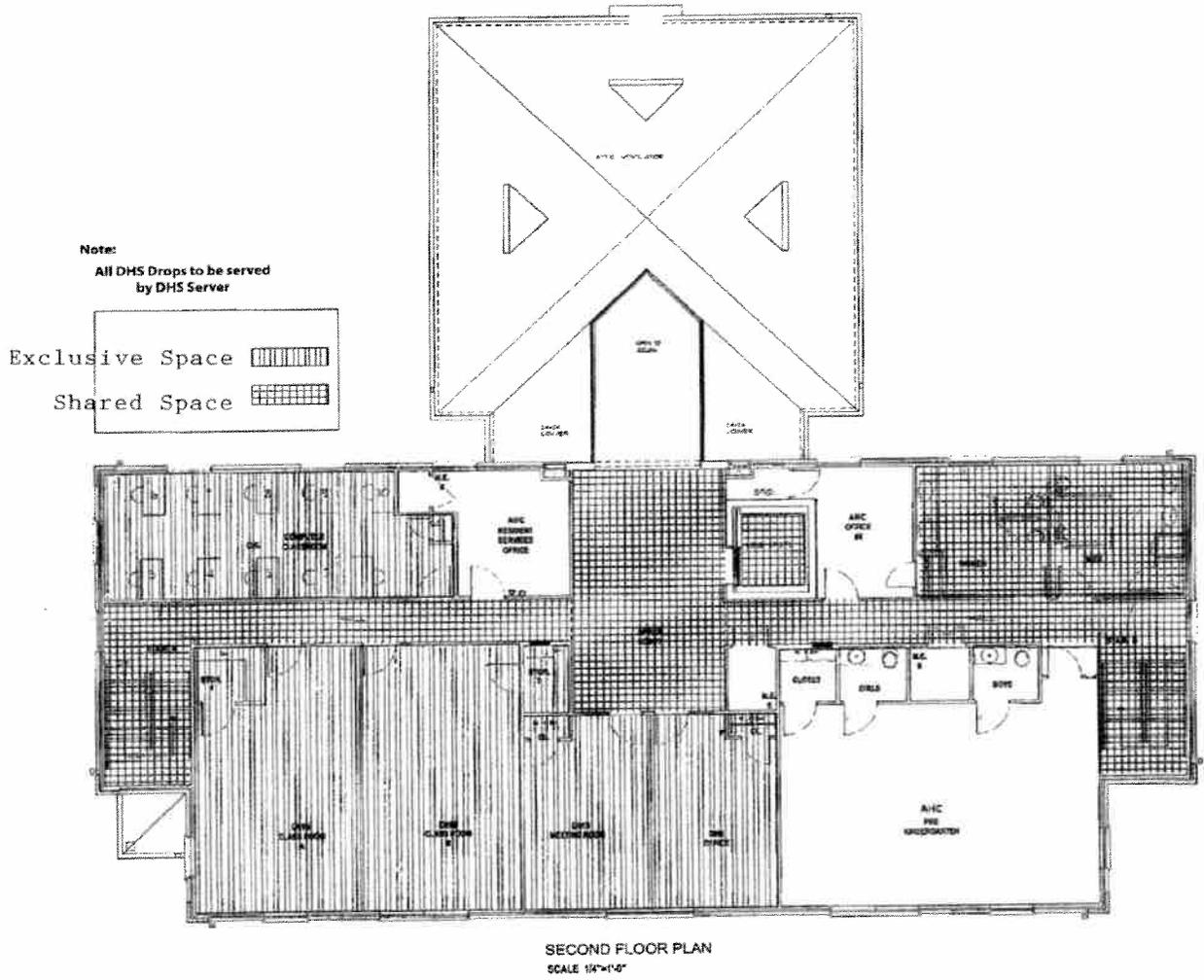
First Floor



FIRST FLOOR PLAN  
 SCALE 1/8"=1'-0"

Gates of Ballston Community Center

Exhibit A  
 Floor Plans for the Demised Premises  
 Second Floor



Gates of Ballston Community Center

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