



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item
Meeting of January 21, 2012

SUPPLEMENTAL REPORT-REVISED CONDITIONS

DATE: January 19, 2012

SUBJECT: SP #386 SITE PLAN amendment application of BDC Crimson LLC, for the construction of a 201,627 square foot commercial building with 178,131 square feet of office space, 3,200 square feet of ground floor retail, a 12,985 square-foot black box theater, and a comprehensive sign plan in the C-O-2.5 zoning district under Section 36.H. Property is approximately 45,508 square feet; Modifications of zoning ordinance requirements include: parking ratio, increased sign area, freestanding sign, changeable copy signage, and surface parking as an interim use, exclusions from density for the theater, below-grade storage and a below-grade fitness facility, bonus density for LEED Gold certification, affordable housing contribution, specific construction problems and techniques needed for the black box theater, open space and environmental amenities, and other modifications as necessary to achieve the proposed development plan (RPC# 14-030-057and -058).

DISCUSSION: This supplemental report addresses a revision to the west façade of the proposed building and conditions related to the on-site plaza design (#15.i.), the proposed Black Box Theater (Conditions #78 and #79), and a contribution for open space/environmental amenities in exchange for bonus density (#89). Conditions #15.i., 78, 79, and 89 were not included in the main staff report for this project. The “Virginia Square Black Box Theater Scope of Work” was also not included in the main staff report and is included as an attachment to this report. Finally, the addition of a new drawing to address the design revision to the west façade of the building impacts Conditions 1, 15b, 19, 41, 44, 65, 66, 69, 72, 82, and 87, which are included in this report with an additional clause that references this new drawing.

West Building Façade Design: In response to community and Planning Commission comments that the west building façade should be more prominent, the developer has revised the west

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building façade to incorporate a glass bay near the southwestern corner of the building (See Figure 1). Specifically, comments were made that the North Quincy Street façade should be treated to some degree as a “front,” since it is facing a plaza (approximately 12,000 square feet in size) and the corner of a busy intersection. The concern was raised that this west façade does not have elements that relate it to the main frontage on Fairfax Drive. The developer has incorporated an enhanced treatment of the building’s west façade near the southwestern corner of the building that consists of a vertical glass curtain wall. Staff supports this additional treatment on North Quincy Street as it modulates the façade and integrates well with the Fairfax Drive frontage. Based on the current plaza design concept, the west frontage also will have a significant three-dimensional element, a large tension cable canopy structure that is mounted onto the building and shades the plaza. The plaza itself is also the key prominent feature on the North Quincy Street frontage.

Figure 1. Revision to west façade of proposed building.



Previous west façade design.



Revised west façade design.

The revision to the west façade technically impacts several conditions of approval for this site plan, since an additional drawing is being added to the December 9, 2011 plan package already referenced in throughout the proposed conditions. Conditions 1, 15b, 19, 41, 44, 65, 66, 69, 72, 82, and 87 are included in this report with an additional clause that references a new drawing of the west elevation entitled Revisions to West Elevation dated January 13, 2012.

Plaza Design:

Condition #15.i., which sets forth a review process for the on-site plaza after County Board approval of this site plan amendment, is included in this report. The design of the plaza was discussed extensively during SPRC review. The *Virginia Square Sector Plan* classifies both the plaza area and the segment of 10th Street North between North Quincy Street and North Pollard Street as “Civic Spaces/Open Space.” The SPRC requested that the plaza design be revised subsequent to County Board approval of the subject request. Staff is recommending Condition #15.i., which outlines a separate process for completing the final design after County Board approval of the site plan amendment. Specifically, this condition will require the developer to participate in a County-organized community workshop facilitated by a consultant selected by the County. The purpose of the workshop is to engage the Ballston-Virginia Square community in the design of the plaza and 10th Street North pattern and street paving material design. After

the workshop, the developer would address feedback from the workshop and the County and subsequently submit plans for SPRC review. Following SPRC review and addressing of SPRC and County comments, the developer would proceed to submit a revised plan for final approval by the County Manager.

Black Box Theater:

Conditions #78 and 79, which address the Black Box Theater construction and Black Box Theater lease, respectively, and the “Virginia Square Black Box Theater Scope of Work” are included in this report.

As in the standing 2007 site plan approval, the applicant will construct a Black Box Theater. The applicant, County staff, County staff’s theater design consultant, and members of the arts community have been engaged in a preliminary design process for the Black Box Theater. The aim of the preliminary design process has been to ensure that the theater space, that has been identified for the Black Box Theater, within the proposed site plan, would be appropriate for a functional Black Box Theater that can serve a wide variety of end users. If the project is approved, staff will immediately begin the process of working on a detailed design for the Black Box Theater and the identification of end user group(s).

The proposed Black Box Theater has several notable improvements over the standing approved theater proposal. In the current application, the theater would accommodate up to 150 seats, which is twice as many seats as were to be available in the 2007 approval. In addition, the current theater design is for a 12,985 square foot space, which is 1,904 square feet larger than the 2007 approval. Much of this additional space would be used to accommodate a rehearsal room on the mezzanine level, which was not included as part of the 2007 approval. The proposed Black Box Theater will be designed to be as multi-functional as possible, and the applicant has agreed to a condition that allows other uses in addition to theatrical productions such as other cultural, educational, recreational, corporate/business events, conference and civic events. Finally, throughout the public review process, the ground floor height for the building has been increased to approximately 25 feet tall. The additional clear ceiling height is necessary to accommodate a catwalk, which is a significant improvement over the pipe-grid system envisioned in the previous approvals. A catwalk system is preferable because it is both safer and more efficient, as it allows theater staff to hang and adjust lights from the catwalks instead of using ladders or a personnel lift.

The Black Box Theater will be constructed as provided in the “Virginia Square Black Box Theater Scope of Work”, which is included as an attachment to this report, pursuant to County Board approval. The developer’s responsibility for the detailed design and fit out of the theater space is outlined in this scope of work. The developer is responsible for providing the core and shell and certain other improvements that will provide for the construction of an occupiable Black Box Theater. The developer responsibility may not include elements of furniture, fixtures and equipment that relate to specialized design of the space or other tenant improvements that may be costs paid for by an eventual end user. The County will occupy the space under a long term lease.

Open Space:

Condition #79 addresses the proposed contribution for open space and environmental amenities that permits a modification of use regulations for bonus density under Section 36.H.5.a of the Zoning Ordinance. The contribution is proposed to be allocated for open space and environmental amenities at the adjacent four-acre Quincy Park or other County parks. Improvements to Quincy Park could further recommendations for the park expressed in the County's *Public Spaces Master Plan*. A specific project or projects within Quincy Park or other County parks for the proposed contribution funds has not been identified at this time. Such a contribution could also afford the opportunity to reallocate County appropriated funding sources to be used on-site for the Black Box Theater, should additional funding for this project be needed.

Revised Conditions (Note: The extent of the revisions to the following conditions include addition of the clause "and revised drawing entitled "Revisions to West Elevation" dated January 13, 2012"):

1. **Site Plan Term**

The developer (as used in these conditions, the term "developer" shall mean the owner, the applicant and all successors and assigns) agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1 and the revised plans dated ~~October 24, 2007~~ December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012 and reviewed and approved by the County Board and made a part of the public record on ~~November 13, 2007~~ January 21, 2012, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the developer and accepted by the County Board or vice versa.

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

15. **Coordination of these plans: final site development, landscape and site engineering**

b. Intake and exhaust garage ventilation grates may not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The developer agrees to provide drawings showing how the garage will be ventilated as part of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Except as shown on the plans dated ~~October 24, 2007~~ December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012, ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. The developer shall obtain approval from the County Manager of the location and

screening of all ventilation grates as part of the review of the final civil engineering plan and the final landscape plan before issuance of the Footing to Grade Permit.

19. Pavement, Curb and Gutter Along All Frontages

The developer agrees to show on the final engineering plans pavement, curb and gutter along all frontages of this site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first partial Certificate of Occupancy for occupancy of the applicable phase of the project/tenant occupancy. The Zoning Administrator may, if she finds that the season, weather or other construction-related issues do not permit installation of these features by the required timing, and finds that the developer is diligently pursuing the work approve an extension of time for completion of construction of the curb, gutter, and pavement.

- a. ~~The developer agrees to construct new curb and gutter along N. Pollard Street approximately 29.5 feet west of the existing east curb, as shown on the final engineering plan approved by the County Manager or his designee.~~
- b. ~~The developer agrees to construct new curb and gutter along N. Fairfax Dr. and N Quincy St., in approximately their existing location, as shown on the final engineering plan approved by the County Manager or his designee.~~
- e. ~~The developer agrees to construct new curb and gutter along 10th Street N. approximately 34.5 feet south of the existing north curb, as shown on the final engineering plan approved by the County Manager or his designee.~~
- d. ~~The developer agrees to construct crosswalks of materials as approved by the County, built per Arlington County Standards, as shown on the final engineering plan approved by the County Manager, along with all adjacent curb ramps at the following locations:
 - (1) ~~Across North Quincy Street at Fairfax Drive and 10th Street North,~~
 - (2) ~~Across North Pollard Street at 10th Street North and Fairfax Drive;~~~~
- e. ~~The developer agrees to construct raised crosswalks at the elevation of the sidewalks at either end, constructed of materials as approved by the County, built per Arlington County Standards, as shown on the final engineering plan approved by the County Manager, at the following locations:
 - (1) ~~Across 10th Street North at North Quincy Street and North Pollard Street;~~~~
- f. ~~The developer agrees to construct intersection nubs at the following locations adjacent to the site as shown on the final engineering plan approved by the County Manager:~~

- ~~(1) — East and west sides of North Quincy Street at Fairfax Drive,~~
- ~~(2) — East side of North Quincy Street at 10th Street North,~~
- ~~(3) — South side of 10th Street North at North Quincy Street and North Pollard Street,~~
- ~~(4) — North side of Fairfax Drive at North Quincy Street and North Pollard Street;~~

- ~~g. — The developer agrees to construct all curb ramps perpendicular to the face of curb.~~
- a. The developer agrees to construct new curb and gutter along North Quincy Street, which results in a varying street cross section of approximately 51-feet as shown on the final engineering plan approved by the County Manager. The developer also agrees to nub the parking lane and construct one crosswalk and accompanying handicap ramp at the intersection with Fairfax Drive and nub the parking lane with accompanying handicap ramps at the intersection with 10th Street N as shown on the final engineering plan approved by the County Manager.
- b. The developer agrees to construct new curb and gutter along 10th Street N, which results in a varying street cross section of approximately 34.5-feet as shown on the final engineering plan approved by the County Manager. The curb along 10th Street N, on both the north and south side, shall be a mountable curb. In addition, the curb on the south side of 10th Street N. may include curb inlets to Low Impact Development (LID) tree strips. The developer also agrees to nub the parking lane on both the north and south sides of 10th St. N., and construct one crosswalk and accompanying handicap ramps at the intersection with North Quincy Street. The developer also agrees to also nub the parking lane on both the north and south side of 10th St. N. and construct one crosswalk and accompanying handicap ramps at the intersection with Pollard Street N, as shown on the final engineering plan approved by the County Manager.
- c. The developer agrees to construct new curb and gutter along N. Pollard St., which results in a varying street cross section of approximately 34-feet as shown on the final engineering plan approved by the County Manager. The developer agrees that two (2) parking spaces will be provided along N. Pollard St., as shown on the 4.1 site plan submission, unless the County requests, prior to the issuance of the Above Grade Building Permit, that the alternative plan on page L5.02, with an expanded sidewalk for the bikeshare station, be provided. The developer also agrees to nub the parking lane and construct one crosswalk and accompanying handicap ramps at the intersection with 10th Street North, and nub the parking lanes and construct one crosswalk and accompanying handicap ramps at the intersection with Fairfax Drive as shown on the final engineering plan approved by the County Manager.
- d. The developer agrees to construct new curb and gutter along N. Fairfax Drive, which results in a varying street cross section of approximately 39-feet to 43.5-

feet as shown on the final engineering plan approved by the County Manager. The developer also agrees to nub the parking lane and construct one crosswalk and accompanying handicap ramps at the intersection with North Pollard St. and nub the parking lane and construct one crosswalk and accompanying handicap ramps at the intersection with North Quincy St. as shown on the final engineering plan approved by the County Manager.

~~All improvements to curb, gutter, sidewalks and streets for pedestrian and/or vehicular access or circulation shall be in full compliance with the Americans with Disabilities Act (ADA) and any regulations adopted thereunder, as well as any other applicable laws and regulations.~~ The developer further agrees that all improvements to curb, gutter, sidewalks, crosswalks, and streets for pedestrian and/or vehicular access or circulation shall be as determined by the County Manager on the final Site Development and Landscape Plan and on the final Site Engineering Plan, in accordance with the Rosslyn-Ballston Corridor Streetscape Standards or other applicable urban design standards in effect at the time of final Site Engineering Plan Approval; provided, however, that the developer shall not be obligated to provide such improvements if the developer demonstrates to the County Manager that they would increase the projected cost anticipated for such improvements as shown on the site plan drawings dated December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012 unless the County provides additional funding to offset such increased cost or decreases the scope of such improvements to be within the originally anticipated cost.

41. **Interior Loading Spaces**

The developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements: minimum 12-foot clear width (including entrances), 30 foot-length and 14-foot height clearance. Any loading dock to be used for trash removal shall have a minimum interior height clearance of 18 feet or as shown on the plans dated ~~October 24, 2007~~ December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012. All loading docks shall contain roll-down doors. Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week. The loading dock door shall also be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

44. **Bicycle Storage Facilities**

The developer agrees to provide, at no charge to the user, secure bicycle storage facilities in locations convenient to office, ~~residential~~ and retail areas on the following basis at a minimum:

Office and Residential Bicycle Storage Facilities:

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

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

Employee ~~and resident~~ bicycle parking facilities shall be highly visible to the intended users and protected from rain and snow within a structure shown on the site plan within the location shown on the plans dated December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012, provided that the spaces comply with the standards as stated in this condition. The facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress. ~~The facilities for office users and resident bicycle parking must meet the acceptable standards for Class I storage space as contained in the Arlington Bicycle Transportation Plan, dated April 1994 with Amendments through March 2003, must meet the acceptable standards for Class I storage space as defined in the Arlington Bicycle Parking Class I Standards document available from the Arlington Bicycle and Pedestrian Program Manager or designee~~ and be highly visible from an elevator entrance, a full-time parking attendant, a full-time security guard or a visitor/customer entrance. Visitor parking must be located within 50 feet of the primary building entrance as shown on the plans dated December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012. Any bicycle parking racks used on the site must conform to the Arlington County Standard or be approved by the Bicycle and Pedestrian Program Manager. Drawings showing that these requirements have been met shall be approved by the Zoning Administrator before the issuance of the Footing to Grade Structure Permit. ~~Residential condominium covenants shall not prohibit the storage of bicycles in individual condominium units.~~

In addition, the developer agrees that for every 50,000 square feet or fraction thereof of office Gross Floor Area (GFA), one (1) shower per gender shall be installed, up to a maximum of three (3) showers per gender. Also, a minimum of one (1) clothes storage locker per gender shall be installed for every required employee bicycle parking space. The lockers shall be installed adjacent to the showers in a safe and secured area and both showers and lockers shall be accessible to all tenants of the building. The developer agrees to obtain review and approval of the location, layout and security of the showers and lockers from the Arlington County Police Department as not presenting an unreasonable security risk before issuance of the Footing to Grade Structure Permit. The developer agrees that up to 1000 square feet of an exercise/health facility shall not be used in calculating density (FAR) but shall count as GFA for all other purposes if this facility meets all of the following criteria: 1). The facility shall be located in the interior of the building and shall not add to the bulk or height of the project; 2). Showers and clothes lockers shall be provided as required above; 3). The lockers shall be installed adjacent to the showers in a safe and secured area within the exercise facility and both showers and lockers shall be accessible to all tenants of the project; 4). The exercise facility shall be open only to tenants of the project and shall not accept or solicit memberships from outside of the project. The developer further agrees that the exercise facility, including the showers and lockers, shall be open during normal working hours.

Retail Bicycle Storage Facilities:

The developer agrees to provide two (2) retail visitor/customer bicycle parking spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; one (1) additional retail visitor/customer space for every 12,500 square feet, or portion thereof, of additional retail floor area; and one (1) additional retail employee space for every 25,000 square feet, or portion thereof, of retail floor area. The retail visitor/customer bicycle spaces shall be installed at exterior locations, or as shown on the plans dated December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012, that are convenient to the retail visitors/customers, and such locations shall be reviewed by the ~~Division of Transportation~~ Department of Environmental Services. The developer agrees to obtain approval of the location, design and details of the retail visitor/customer bicycle spaces as part of the final site development and landscape plan. Facilities for retail visitors/customers must meet the County standards for bicycle racks, and be located close to retail visitor/customer entrances ~~or the closest retail vehicle parking spaces.~~

~~The developer agrees to provide five (5) retail bicycle parking spaces on B1, and six (6) additional bicycle parking spaces within fifty (50) feet of the main entrances.~~

65. **Retail Elements**

The developer agrees to market a minimum of ~~2,700~~ 3,200 square feet of retail space located on the first floor of the building to uses consistent with the approved *Retail Action Plan* for the Rosslyn-Ballston Corridor, dated January 2001 and the following:

1. The developer is encouraged to lease space designated for "personal or business services" in the Retail Action Plan to "Entertainment and Main Street Retail" businesses.
2. The retail space shall be designed and used in a manner consistent with the *Virginia Square Sector Plan*, adopted in 2002.
3. Each separate retail space shall have direct access to the building's service corridor.
4. The developer shall build out the retail space to include the rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions.

The developer agrees to submit an application for administrative change for any proposal for retail uses or parking not clearly consistent with the above, ~~or if the funeral home use ceases, consistent with Condition # 34.~~ Any change in the use of the retail space from retail to office or other non-retail use shall require a site plan amendment.

~~The developer agrees that at such time as the funeral home use ends, that space may only be occupied by retail uses.~~ Any other use or any exterior structural change inconsistent with the approved building, shown on the plans dated ~~October 24, 2007~~ December 9,

2011 and the revised drawing entitled “Revisions to West Elevation” dated January 13, 2012, shall require a site plan amendment.

66. **Shared Parking After-hours Parking in Office Garages**

~~Unless otherwise expressly required by the provisions of Condition #52, the developer agrees to make parking in the first level of the garage available for public parking seven days per week, from 8:00 a.m. until 12:00 midnight or until 30 minutes after the close of retail and/or theater operations in the building, whichever is later. The number of parking spaces available for such general public parking use shall be subject to the first right of the funeral home use to use the first level of the garage to meet funeral home demand, and the second right of the theater use to utilize up to 25 parking spaces for theater use. As between the funeral home use and the theater use, the funeral home use shall have first priority to the parking spaces on the first level of the garage. During the time when the funeral home utilizes all of the spaces on the B1 level, a minimum of 4 spaces on that level shall be reserved for residential visitor parking, and designated by signs. The developer agrees to make all parking in the garage available to the public for parking after standard office hours (weekday evenings after 6:00 pm, all day on weekends and all legal holidays) until 12:00 midnight or until the close of business of retail operations and/or theater operations in the building, whichever is later. The developer agrees to provide validated, free parking in the underground garage to all theater patrons for four hours.~~

~~The ~~25~~seventeen (17) parking spaces as shown on the drawings dated December 9, 2011 and the revised drawing entitled “Revisions to West Elevation” dated January 13, 2012, reviewed and approved by the County Board on January 21, 2012, allocated specifically to theater use shall all be made available in a contiguous grouping and shall be appropriately signed for exclusive use by theater ~~staff/employees, patrons~~ (subject to the above mentioned first right for funeral home use) from a minimum of one hour prior to each performance until 30 minutes after the end of each performance. A minimum of 30 contiguous spaces, distinct from the theater spaces, shall be signed for short term, high turnover (maximum time limit of two hours) retail patron and public parking use prior to 6:00 p.m. on weekdays), and shall be appropriately so signed and/or metered. At such time as the funeral home ceases operation, the first right of the funeral home to use the parking will end. The public parking on the B1 level may be used to satisfy the parking requirement for any use that replaces the funeral home. Signage indicating the various uses for the parking spaces and directing vehicles to the appropriate areas of the garage shall be posted in locations easily visible to the intended users. Temporary signage indicating exclusive funeral home use of the first level of the garage and directing vehicles to alternative parking locations shall be posted the earlier of a minimum of two hours prior to such use or prior to a scheduled theater performance. The parking management plan required in Condition #52 shall be consistent with the provisions of this condition.~~

~~The developer agrees to file a parking utilization report to the Zoning Administrator annually. The Zoning Administrator may approve a reduction in the weekday, daytime~~

~~hours for providing public parking based on this parking utilization data after submission of a request for administrative change by the developer.~~

69. Building Security Requirements

- A. The developer agrees to coordinate with County staff on the design of exterior building security measures in order to limit or mitigate any adverse impacts that these measures may have on the project's urban design (including street and retail base) and streetscape. All exterior building security measures shall be shown on, and approved as part of, the final site development and landscape plan and the approved façade treatment plan. The base of the buildings, as shown in the drawings dated ~~October 24, 2007~~ December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012, and consistent with Condition #64 above, have been designed to accommodate retail uses and provide interest and activate the streetscape. Any change in the use and design of the base resulting from any proposal for exterior building measures shall require a site plan amendment.
- B. The developer agrees that it is the policy of the County to maintain the maximum number of on-street parking spaces around the perimeter of a site, and that it will not remove or reduce the number of on-street parking spaces around the perimeter of a site whether at the request of the developer or a tenant or otherwise. Accordingly, the developer agrees that it shall notify tenants of the aforesaid policy prior to execution of any lease with a tenant.

72. Public Use and Access Easements

The developer agrees to grant permanent public use and access easements, in a form acceptable to the County Attorney and County Manager, to the County Board of Arlington County providing for public use and access to the plaza area, entitled "Public Access Easement Exhibit-" within the drawings dated December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012, and reviewed and approved by the County Board on January 21, 2012. The final location of the easements may change with the preparation of the final building plans. The developer agrees to construct and landscape these areas, as shown on plans dated ~~October 24, 2007~~ December 9, 2011 and the revised drawing entitled "Revisions to West Elevation" dated January 13, 2012 and made a part of the public record on ~~November 13~~ January 21, 2012. Final landscape design and installation shall be approved by the County Manager as part of the final site development and landscape plan. Construction and landscaping of these areas shall be completed prior to the granting of the easements. Granting of the public use and access easements shall be completed prior to the issuance of the first certificate of occupancy for tenant occupancy for the building. The easements shall be granted by deed, in form and substance acceptable to the County Manager, and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. The developer shall be responsible for maintaining these areas. The elements within the plaza shall not require an encroachment ordinance.

82. Traffic Signal Light Improvements

The developer agrees to contribute ~~\$75,000~~\$150,000 for traffic signal light improvements at the intersection of Fairfax Drive and North Quincy Street- and other off-site intersection improvements, including but not limited to nubs and ADA ramps at the intersection of Fairfax Drive and North Quincy Street, to be constructed by others, as shown on the plans dated December 9, 2011 and the revised drawing entitled “Revisions to West Elevation” dated January 13, 2012. The developer further agrees that such contribution shall be made before issuance of first partial Certificate of Occupancy for tenant occupancy.

87. **Post Development Site Area**

The developer agrees to dedicate in fee simple, for public street and utilities purposes, approximately 1,606 square feet along North Pollard Street (“Dedication Area”), as shown on the plans dated December 9, 2011 and the revised drawing entitled “Revisions to West Elevation” dated January 13, 2012 and as approved by the County Board on January 21, 2012. The Dedication Area shall be dedicated by deed, in form acceptable to the County Attorney, and in accordance with the provisions in Condition #36 herein. The developer shall submit the plat and Deed of Dedication to the County for review and approval within 30 days of Site Plan approval. Thereafter, the developer shall record the plat and Deed of Dedication in the land records within 120 days of Site Plan approval. The developer further agrees that future density for this site shall be calculated on the resulting post-development site area of approximately 45,508 square feet and such development shall be subject to the approval of a future site plan amendment by the County Board.

New Conditions:

15. **Coordination of these plans: final site development, landscape and site engineering**

i. The developer agrees, prior to issuance of the Footing to Grade Permit, to develop, and to a make a request in writing to the County Manager for the approval of, the final designs for the plaza and the segment of 10th Street North between North Quincy Street and North Pollard Street (“10th Street North”), the design of which shall be coordinated with the plaza design. The Developer agrees to participate in the process outlined below prior to seeking approval of the Footing to Grade Permit:

(1) The Developer will participate in a County-organized Workshop (“Workshop”), which will be facilitated by a consultant selected by the County in order to engage the Ballston-Virginia Square community and stakeholders in the design of the plaza and the 10th Street North pattern and street paving material design. The notification list for the public design workshop shall be created by the County Manager, in coordination with the SPRC Chair. The Workshop will be scheduled within sixty (60) days of approval of the site plan by the County Board. The Workshop will be organized with a timeline that will allow participants to learn about the project site and its constraints (including, but not limited to, the garage intake vent) and opportunities, to discuss potential programming for the plaza, to create

design concepts, and for the participants to select a final plaza and 10th Street North design concept. The outcome of the Workshop will be a plaza and a 10th Street North design concept which will include, but not be limited to, the types of plaza amenities, their placement in the plaza, landscaping, site lighting and other design features needed to develop a plaza that will meet the stated goals in the Virginia Square Sector Plan. The 10th Street North concept will include the pattern and color selection of the high performance color coating to be applied to the asphalt in the area designated in the December 9, 2011 plans and revised drawing entitled Revisions to West Elevation dated January 13, 2012. The Workshop is intended to be one-day in duration. Should a second Workshop be necessary, it shall be held within 30 days from the first meeting.,A staff summary of the Workshop's conclusions shall be completed within 30 days of the Workshop.

- (2) The Developer agrees to work with the County Manager to address feedback from the Workshop and agrees to submit a revised design concept for the plaza and 10th Street North to the County Manager for review at one SPRC meeting. The developer further agrees to work with staff to address comments from the SPRC meeting. In the event that the developer does not receive comments on the landscape plan for the plaza and 10th Street North in writing from the County Manager within fifteen (15) days of the subject SPRC meeting, the developer may proceed to seek approval of the landscape plan for the plaza design as shown on the plans dated December 9, 2011 and revised drawing entitled Revisions to West Elevation dated January 13, 2012, and approved by the County Board on January 21, 2012, or at its sole discretion, the developer may extend the deadline for receiving County comments.

- (3) Following SPRC review and issuance of comments from the County Manager, the developer agrees to submit a revised plan for the plaza and 10th Street North to the County Manager for final approval. The County Manager shall approve the revised final site development and landscape plan upon a finding that the plan addresses the County Manager's comments. The final plaza design shall include the location and design of hardscape and plantings, street furniture including benches, lights, trash receptacles, and any other aesthetic and functional elements to be located in the plaza, paving patterns, shade canopy structure, and a water feature, or such elements as detailed in the final plaza design as approved by the County Manager following the Workshop and SPRC review. If the final plaza design and the final 10th Street North design pursuant to this condition are not finally approved by the County Manager by the time of approval of the final landscape plan or the final site engineering plan as set forth in Condition #18, then these plans will not be required to include the final plaza design and the final 10th Street North design. In such event, the developer agrees to obtain approval from the County Manager, prior to issuance of the Footing to Grade Permit, for amendments to the approved final landscape plan and the approved final site engineering plan,

both of which shall incorporate the final plaza design and final 10th Street North design.

In the event that the County Manager has not approved the final plaza design and final 10th Street North design within one year of County Board approval of this site plan, then the developer shall have the option to seek approval of the landscape plan for the plaza design as shown on the plans dated December 9, 2011 and revised drawing entitled Revisions to West Elevation dated January 13, 2012, and construct such approved landscape plan.

If the total cost to the developer for the final plaza improvements exceeds \$825,000, based on the cost estimates submitted by the developer dated December 20, 2011, including the detailed estimate prepared by HITT dated December 5, 2011, then the developer shall notify the County Manager of this fact. Upon a finding that the total cost to the developer for the final plaza design improvements exceeds \$825,000, the County Manager may, at his or her sole option, and within thirty (30) days of receiving the cost estimate, choose to: (1) adjust the design of the plaza with the developer's participation and cooperation to reduce the cost of the plaza design; or (2) advise the developer that the County will pay the cost to the extent it exceeds \$825,000. The total cost to the developer for the plaza improvements will be adjusted annually for inflation by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator from the date of site plan approval. The total cost limit shall be increased yearly, using the base year which is on the first anniversary date of site plan approval (January 21, 2013). Thereafter, the total cost limit will be increased on the anniversary of approval by the same percentage as the percentage difference in the CPI from the prior year anniversary of the date of approval. Wherever the \$825,000 figure appears in this condition, it shall be deemed to be the number adjusted for CPI as set forth in this condition. The \$825,000 figure will include the costs incurred by the developer in constructing a plaza which includes hardscape and plantings, plaza furniture, lights, trash receptacles, and any other aesthetic and functional elements to be located in the plaza, paving patterns, shade canopy structure, and a water feature, or such elements as detailed in the final plaza design as approved by the County Manager but will not include the costs of the garage deck and any water proofing material that may be used underneath the plaza. The final plaza design, together with a revised cost estimate for the design and construction of the plaza, shall be subject to prior written approval by the County Manager to ensure that improvements are consistent with the level of the design approved by the County Board. In addition, the developer agrees to include the following information at the time of the final plaza design submission:

- (1) A revised cost estimate to design and construct the plaza as shown on the plans dated December 9, 2011 and revised drawing entitled Revisions to West Elevation dated January 13, 2012, or as modified pursuant to the process described above;

- (2) An annual maintenance plan, subject to approval by the County Manager;
- (3) Details of the plaza amenities and structures as described above;
- (4) The final sidewalk pattern and design of walkways located internal to the plaza, and the final selection of materials and colors to be used, subject to the approval of the County Manager as consistent with County standards for such materials and colors.

The final 10th Street North design shall be consistent with, and include the elements depicted on page L5.01 of the plans dated December 9, 2011 and revised drawing entitled Revisions to West Elevation dated January 13, 2012, and approved by the County Board on January 21, 2012, including a mountable curb, and the installation of a high performance color coating on the asphalt, approved by the County Manager. The asphalt coating will be applied in a pattern with two colors and the colors will have a white line border separating the on-street parking from the street. The final design for 10th Street North shall include the same level of detail outlined and required in Conditions #15 and #16.

The developer agrees to implement the approved plaza and 10th Street North plans, including all site elements in the approved final site development and landscape plan, and complete construction of the plaza and 10th Street North prior to issuance of the first partial Certificate of Occupancy for tenant occupancy for the site plan. The developer agrees to maintain the plaza (but not 10th Street North), including all elements within the plaza, for the life of the site plan.

78. **Black Box Theater**

- a. (i) Developer agrees to construct and fit out a Black Box Theater of no less than 12,985 gross square feet and consistent with this Condition 78 and the Scope of Work (as defined in Condition 78.b below). The Black Box Theater shall be on the ground (first) floor of a building in the area of the ground floor designated as the "Black Box Theater" and located as depicted in the two-page Concept Plan, entitled "BBT Shell Space – Flr 1" and "BBT Shell Space – Mezzanine," prepared by RTKL Associates, Inc., dated December 9, 2011, attached hereto and made a part hereof as Exhibit A (collectively, "Concept Plan"). (The depiction of interior walls and spaces for the Black Box Theater in the Concept Plan is provided only for informational purposes, and the final location of rooms and interior walls within the Black Box Theater will be determined during a design process, as described in the Scope of Work.) Developer agrees that, subject to compliance with all County Code, zoning code, building code, Site Plan Conditions, and permit requirements, Developer may proceed with the design and construction of the core and shell of the Building which includes

the core and shell of the Black Box Theater, as depicted in the Concept Plan.

- (ii) The term “Building” as used in this Condition 78, is the building authorized to be constructed at 3901 N. Fairfax Drive, Arlington, Virginia pursuant to Site Plan № 386, as amended, by County Board on January __, 2012 (the “Site Plan”).
- (iii) Developer agrees that the Black Box Theater to be constructed by Developer at Developer’s expense shall include, at a minimum, the base Building and tenant fit out construction work as defined in the Scope of Work and any other work that is necessary for the Developer to obtain a final Certificate of Occupancy for the entire Black Box Theater; Developer is responsible to obtain the Certificate of Occupancy for the Black Box Theater.
- (iv) Developer agrees that, notwithstanding anything in this Condition 78 or Exhibits hereto to the contrary, the Black Box Theater shall include a Theater Room (as described in the Scope of Work) of not less than thirty-eight feet (38’) of “column-free” width and sixty feet (60’) of “column-free” length, and minimum clear (i.e., slab to slab) ceiling height of twenty-five feet (25’).
- (v) Developer agrees that, notwithstanding anything in this Condition 78 or the Exhibits hereto to the contrary, Developer’s obligation for the design and construction of the Black Box Theater shall be limited to the expenditure by the Developer of \$3,731,859.00, as such amount shall increase by the Annual Escalation (as hereinafter defined) on each anniversary of the County Board’s approval of the Site Plan (the then current amount being the “Budget Cap”), subject to the terms of this Condition 78.a(v). For purposes of this Condition 78.a(v), “Annual Escalation” shall mean the percentage of annual increase in the RS Means Construction Index for the Washington, D.C. Metropolitan Area during the applicable annual period, as reasonably determined by County. The Budget Cap shall only serve to limit Developer’s monetary obligations if: (A) prior to the issuance by County of the excavation, sheeting and shoring permit for the Building, Developer has provided County with Developer’s requests or invitations for bids and the selected contractor’s bid and all accompanying documents which separately delineate the separate construction prices attributable to the base Building and attributable to the Scope of Work (as delineated by CSI Division), and County has approved such delineation of prices in writing, such approval not to be unreasonably withheld; and (B) at least eighty percent (80%) of the amount expended by Developer for the design and construction of the Black Box Theater is expended by Developer on the “hard costs” for the construction of the Black Box Theater, as such expenditures have been certified by the Developer to the County. The Budget Cap shall not apply to changes in design or construction to the base Building and costs associated therewith (though the Budget Cap does apply to the base Building costs included in the Scope of Work), unless such changes are requested by the

County. Developer shall construct the Black Box Theater on an “open book” basis; County shall have the right, at all times, to review Developer’s construction and financial books and records with respect to the selected bid and the construction of the Black Box Theater and the Building. Developer hereby represents and warrants to County that, as of the date of the Site Plan approval, the Scope of Work, with materials and finishes fully consistent with a Class A office building, can be constructed without exceeding the Budget Cap.

- b.
 - (i) Developer agrees to its obligations and responsibilities to design and construct the Black Box Theater as described in the “Virginia Square Black Box Theater Scope of Work” (“Scope of Work”), dated January __, 2012, and attached hereto and incorporated herein as Exhibit B, as such Scope of Work may be amended as provided in this Condition.
 - (ii) Developer agrees that the County Manager is authorized to administratively amend the Scope of Work, provided that the County Manager finds that the proposed amendment to the Scope of Work: (A) is consistent with, and does not violate, this Condition 78; (B) relates solely to changes in the Black Box Theater design, layout, or size; construction processes; or time periods for County review of documents; and (C) does not result in a Black Box Theater of lesser value than that described in the Scope of Work as of the date of Site Plan approval (which value Developer agrees is \$3,731,859.00.)
 - (iii) Developer agrees that any future administrative amendments to the Scope of Work will be limited by all Site Plan Conditions. All amendments to the Scope of Work shall be in writing, mutually acceptable to Developer and the County Manager, and signed by the County Manager and Developer.
- c.
 - (i) Developer agrees that the Black Box Theater space may be used for any or all of the following uses: theatrical productions (e.g., theater, music, dance, and other performances/uses); cultural, educational and recreational displays, events and uses; trade shows; conferences; fundraisers; media productions; corporate/business professional events; event catering; social events; civic uses; and non-recurring spiritual/sacred/religious services and rites; and other uses approved in writing by Developer, which approval shall not be unreasonably withheld, conditioned or delayed.
 - (ii) Developer agrees that, notwithstanding any provision of this Condition 78 to the contrary, County shall have the right, at any time, to convert, at County’s cost and expense, all or any portion of the Black Box Theater space to other government uses consistent with the uses typically associated with the uses of Class A office buildings in Arlington County, which such other government uses shall be subject to the prior written approval of Developer, such approval not to be unreasonably withheld, conditioned or delayed.
- d. Developer agrees to diligently and timely work with the County Manager to refine the design of the Black Box Theater in accordance with the Scope of Work, as it may be amended.

- e. (i) Developer agrees that no Certificate of Occupancy (temporary, partial or final) for any office space in the Building which would result in Certificates of Occupancy having been issued for office space in excess of fifty percent (50%) of the square feet of office areas in the Building (excluding the ground floor of the Building) shall be issued unless and until each of the following have occurred: (A) the Black Box Theater has been finally completed in accordance with the Scope of Work; (B) Developer and County have entered into a lease of the Black Box Theater; and (C) a Certificate of Occupancy has been issued for the Black Box Theater (collectively, the “CO Conditions”).
- (ii) Developer agrees that, notwithstanding the foregoing, the County Manager, after written request by Developer, is authorized to allow the issuance of a Certificate of Occupancy by the County building official for any or all of the office space in the Building which would result in Certificates of Occupancy having been issued for office space in excess of fifty percent (50%) of the square feet of office areas in the Building (excluding the ground floor of the Building), if the County Manager finds either that: (A) (1) the Black Box Theater is substantially complete in accordance with the Scope of Work; (2) adequate assurances and any necessary guarantees have been provided by Developer to the County Manager to assure final completion of the Black Box Theater; and (3) it is otherwise in the best interest of County to allow the issuance of the Certificates of Occupancy for office space in the Building which would result in Certificates of Occupancy having been issued for office space in excess of fifty percent (50%) of the square feet of office areas in the Building (excluding the ground floor of the Building) for any reason, or (B) (1) the failure to achieve the CO Conditions are solely due to causes or reasons beyond the reasonable control of Developer; and (2) it is in the best interest of County to allow the issuance of Certificates of Occupancy for office space in the Building which would result in Certificates of Occupancy having been issued for office space in excess of fifty percent (50%) of the square feet of office areas in the Building (excluding the ground floor of the Building).
- (iii) Developer agrees that Developer shall make no claim against County, its employees and contractors, for delays relating to, or arising out of, the permitting, design or construction of the Building or any portion thereof as a result of Conditions 78 or 79. Developer agrees further to indemnify and hold harmless County and its employees and contractors from and against any and all claims, suits, demands, causes of actions, judgments, liabilities, costs and expenses, including without limitation, attorneys’ fees, arising in any manner from delays in the permitting, design or construction of the Building or any portion thereof allegedly caused by County, its contractors, or employees.
- f. Developer agrees that, in addition to Developer’s obligation to construct the Black Box Theater, upon the earlier to occur of (i) the issuance of the building permit for the Black Box Theater; or (ii) the Relief Effective Date (as hereinafter defined), Developer shall pay to County the non-refundable sum of \$78,375, which sum represents Developer’s contribution to tenant fit out for work or

materials not included in the Scope of Work. This amount shall increase each year based upon the change in the Consumer Price Index (“CPI”) for all Urban Consumers for the Washington-Baltimore area as calculated and reported by the United States Department of Labor, Bureau of Labor Statistics (“CPI Index”), from the date of Site Plan approval until the date of payment of such sum from Developer to County.

- g. Developer agrees that the County Manager is authorized to relieve Developer of the obligation to construct the Black Box Theater, as provided in this Condition 78 and the Scope of Work (the “Conditions Relief”), at any time whatsoever during the life of the Site Plan; provided that County Manager finds that the construction of the Black Box Theater is not in the best interest of County for any reason, including, but not limited to, financial, use, staffing, planning or functionality reasons. The County Manager’s decision to provide the Conditions Relief shall be exercised by written notice from the County Manager to Developer (the “Conditions Relief Notice”). The Conditions Relief will be effective upon the date, or upon the occurrence of the event(s), set forth in such notice (the “Relief Effective Date”). The provision of Conditions Relief shall require Developer to satisfy the requirements of Condition 78.h below.
- h. Developer agrees that the community benefit value of the 23,322 square feet of bonus density associated with the Black Box Theater, at the time of Site Plan approval, is valued at \$1,282,710. Developer agrees that such community benefit value of such bonus density will increase on each anniversary of the Site Plan approval date based upon the change in the CPI Index during the prior year, as reasonably determined by County. Developer agrees, if the County Manager elects to grant the Conditions Relief, then Developer shall make payments to County, by certified check, cashiers check or wire transfer, as specified below:
- (i) Prior to the submission by Developer to County of a final engineering and landscape plan for the Building: The amount of \$1,282,710.00, as escalated by the increase in the CPI Index as described above, will be paid to County upon the issuance by County of the excavation, sheeting and shoring permit for the Building.
- (ii) After the submission by Developer to County, but prior to approval thereof by County, of a final engineering and landscape plan for the Building: The amount of \$971,070.00, as escalated by the increase in the CPI Index as described above, will be paid to County upon the issuance by County of the excavation, sheeting and shoring permit for the Building.
- (iii) After approval of a final engineering and landscape plan for the Building, but prior to commencement of construction (as hereinafter defined) in the Black Box Theater space: The amount of \$561,600.00, as escalated by the increase in the CPI Index as described above, will be paid to County upon the issuance by County of the excavation, sheeting and shoring permit for the Building. For all purposes of this Condition 78.h, “commencement of construction” shall mean the delivery of materials to the site and the installation of the first interior wall in the Black Box Theater space.

be deemed to be the FAR Value for purposes of the Conversion. Each party shall pay for the cost of its Appraiser and one-half (½) of the cost of the third Appraiser.

(iii) Developer agrees that Developer shall pay the Conversion Payment to County on the earlier to occur of: (A) ten (10) business days after the issuance of a Certificate of Occupancy which would result in Certificates of Occupancy having been issued for fifty percent (50%) of the converted Black Box Theater space, or (B) twelve (12) months after the date that County and Developer agree to the FAR Value or such FAR Value is determined by the Three Appraiser Method, so long as Developer has been issued an excavating, sheeting and shoring permit for the Building.

(iv) After the occurrence of the Conversion and following good faith, diligent and documented efforts by Developer to lease the Black Box Theater space for retail use without success, Developer may request (but shall not have the right to receive) a Site Plan amendment to convert that portion of the Black Box Theater space fronting 10th Street N. from retail use to other permitted uses as authorized by the applicable provisions of the Zoning Ordinance, such as child care centers, dentist or doctor's offices, office use, and "Entertainment and Main Street Uses" as listed in the Retail Action Plan, or other uses of the same general character in the judgment of the Zoning Administrator.

j. Developer agrees that, at any time after the County Manager elects to grant the Conditions Relief, Developer may request administrative changes, by written application to the Zoning Administrator, to the design of the Black Box Theater space, both interior and exterior, for the following purposes. These purposes are: to convert the space to retail, including changes to the exterior of the Black Box Theater space; and to make such proposed exterior changes consistent with the retail space fronting on N. Fairfax Drive and 10th Street N. All proposed design changes are subject to the applicable design conditions set forth in this Site Plan for retail space, including modification to the signage to convert the Black Box Theater signage to retail signage within the approved sign square footage allocated to the Black Box Theater. The Zoning Administrator is authorized to approve an administrative change for the new retail façade, interior design and sign plan for the converted space, if the Zoning Administrator finds that the retail façade, interior design and the comprehensive sign plan are substantially consistent with the retail façade for N. Fairfax Drive and N. Quincy Street shown on "Enlarged Elevations," page A.1-OF, dated December 9, 2011, and the Comprehensive Sign Plan, dated January 4, 2012, as approved by the County Board on January 21, 2012, for space located at the Building.

79. **Black Box Theater Lease**

Developer agrees that, prior to issuance of a Certificate of Occupancy for any office space in the Building which would result in Certificates of Occupancy having been issued for office space in excess of fifty percent (50%) of the square feet of office areas in the Building (excluding the ground floor of the Building), Developer shall execute and

deliver to the County Manager, and obtain County Board approval of, a lease of the Black Box Theater space to County (“Lease”). The Lease shall contain, at a minimum, the following terms:

- a. Demised Premises: That portion of the Building, known as the Black Box Theater, comprising at least 12,985 gross square feet and as further shown on the Concept Plan, attached hereto and made a part hereof as Exhibit A. Developer shall also provide County with 24 hour / 7 days a week access rights and security between the non-contiguous portions of the Demised Premises.
- b. Lease Term: The initial term of the Lease shall be for thirty (30) years commencing on the later to occur of: (i) the issuance of the Certificate of Occupancy for the Black Box Theater; and (ii) Developer’s delivery of possession of the Demised Premises to County (the “Lease Commencement Date”). County shall have three (3) consecutive renewal options, each of five (5) years duration, under the same terms and conditions as those set forth in the Lease. County shall have the right, at its sole and absolute discretion, to terminate the Lease without cause, without penalty and without further obligation, at any time, upon at least six (6) months prior written notice to Developer. Developer agrees that the County Manager is authorized to exercise such Lease termination right, provided that the County Manager finds that County’s continued lease, possession and/or use of the Black Box Theater is not in the best interest of the County for any reason, including, but not limited to, financial, use, staffing, planning, or functionality reasons. The exercise of such termination right by County shall be deemed to be the grant by the County Manager of the Conditions Relief, which shall trigger the Conversion pursuant to the terms of Condition 78.
- c. Uses: As permitted by Condition 78.c.
- d. Base Rent: County shall pay a base rent of One Dollar (\$1.00) for the Demised Premises during the initial term of the Lease. The base rent for the consecutive renewal options shall also be One Dollar (\$1.00) for each option.
- e. Pass Throughs: County shall be obligated to pay, during each year of the term of the Lease, its proportionate share of the Building’s real estate taxes (“Real Estate Taxes”) and operating expenses (“Operating Expenses”). Such proportionate share of Real Estate Taxes and Operating Expenses shall be determined by dividing the square footage of the Demised Premises by the total square footage of the entire Building. County shall have reasonable audit rights. County’s proportionate share of Real Estate Taxes and Operating Expenses will be abated for the first six (6) months after the commencement date of the Lease.
- f. Operating Expenses: The term “Operating Expenses,” as used in the Lease, shall not include, among other things: (i) debt service; (ii) cost of improvement of common areas; (iii) cost of work on space leased to other tenants/occupants; (iv) cost of capital improvements, alterations or Building systems replacements, except those capital expenditures spent for replacement of Building systems serving or benefiting the Demised Premises intended as cost savings and capital expenditures spent to bring the Building into compliance with laws, governmental regulations, or requirements applicable to the Building that first become effective

after the commencement date of the Lease; (v) costs of casualty repairs; (vi) costs of any additions to the Building; (vii) costs and expenses (including utilities) solely associated with space leased to other tenants/ occupants, or for common areas which solely serve other units; (viii) fees for maintenance, repair or replacement of any components, facilities or common areas of the Building, which solely serve the other units (e.g., office lobby, elevators solely serving office units, recreational amenities, doors, windows and mechanical systems or equipment which serve solely the office units); and (ix) any and all costs that County is paying directly with respect to the Demised Premises.

- g. Assignment/ Subletting/ Licensing: County shall be entitled to assign, sublet or license all or any portion of the Demised Premises, without Developer's consent. County shall not be obligated to share any revenue received by County from the assignment, subletting or licensing of the Demised Premises.
- h. Utilities and Building Systems: The Demised Premises will be separately metered or submetered to allow County to pay for their exclusive utilities for the Demised Premises separately from the Building as a whole. Such separately metered or submetered utilities shall include: water, electricity; and HVAC. Developer shall install such separate meters or submeters at Developer's expense as a part of the Scope of Work.
- i. Janitorial Costs: County shall pay for janitorial services at the task and frequency level (and at the time of performance) desired by County, as such services are provided to the Demised Premises by Developer. Alternatively, at County's option, County shall have the right to contract for its own janitorial services, in which event County shall not pay for any such services provided by Developer for the Demised Premises.
- j. Lease Termination: In the event of Lease termination for any reason (other than as a result of the exercise by County of its no fault termination right referenced in Condition 79.b above), the parties agree that Developer shall pay to County: (i) the depreciated, then present value of the Demised Premises improvements, including all: finishes, fixtures, appliances and equipment installed in the Demised Premises, consistent with the Scope of Work, which depreciated value shall be based on a thirty (30) year depreciation schedule adjusted each year from the Lease Commencement Date based on the annual change in the CPI Index; and (ii) the then present market value of the fair market Base Rent of the remaining term of the Lease, as such then present market value either is mutually agreed upon by County and Developer or is determined by the "Three Broker Method."
- k. Alterations: County shall have the right to make improvements and alterations to the Demised Premises for any permitted uses without Landlord's consent, so long as such improvements or alterations do not affect the Building's structure or the base Building mechanical, electrical or plumbing systems. County shall not make any alterations which affect the Building's structure or the base Building mechanical, electrical or plumbing systems without first obtaining Developer's written consent, which such consent shall not be unreasonably withheld, conditioned or delayed. For improvements or alterations that do not require

Developer's consent, County shall provide Developer with reasonable advance notice before performing such improvements or alterations. County shall have no obligation to remove any such alterations or improvements or to restore the Demised Premises upon the expiration or earlier termination of the Lease; provided, however, County shall have the right to remove any of its furniture, fixtures and equipment in the Demised Premises at County's sole discretion and at County's sole expense, without any obligation to restore the Demised Premises.

- l. Parking: County's parking rights shall be in accordance with Condition 66. Additionally, Black Box Theater users shall be permitted elevator access from the Building's parking garage to the Black Box Theater space at all times (including after normal Building operating hours to accommodate performances and events in the Black Box Theater space).
- m. Exterior Signage: County shall be granted exterior signage rights in accordance with Condition 51.
- n. SNDA: Lease subordination to any ground lease or the lien of any mortgage shall be conditioned upon County's receipt of a commercially reasonable subordination, non-disturbance and attornment agreement that recognizes all rights and obligations under the Lease, in a form acceptable to County.
- o. ADA: Developer shall ensure that the Demised Premises and Building comply with the Americans with Disabilities Act, as it may be amended ("ADA") upon the commencement date of the Lease. After the commencement date of the Lease, Developer shall at all times ensure that the Building common areas comply with the ADA.
- p. Security Deposit: None.
- q. Other Provisions: The Lease will address any necessary amendment(s) arising from changes to Scope of Work.
- r. Special County Provisions: The Lease shall include special provisions applicable to County's status as a County government addressing the following issues: Appropriation of Funds; Role of the County/County Decisions; No Waiver; Sovereign Immunity; No County Obligation for Indemnification and Hold Harmless; No Rights in Third Parties; Ratification of Lease by County; and Recordation.

Notwithstanding any other term of these Conditions to the contrary, the Lease shall be subject to: acceptability to the County Manager; approval as to form by the County Attorney, and approval by the County Board.

89. **Open Space/Environmental Amenities Bonus Density Contribution**
The developer agrees to make a contribution in the amount of \$1,044,670, adjusted for inflation as provided below, to the County prior to the issuance of the first Certificate of Occupancy for the last occupied floor of the building. This contribution will be used for open space improvements and park facilities at Quincy Park, Ft. Barnard Playground, or Woodstock Playground, or in the event funds are not needed for these facilities before January 21, 2022, then the funds may be used by the County for open space or

environmental amenities elsewhere within the County. If the contribution is made after the three-year term of the approved site plan, the developer agrees that the contribution amount will be increased for inflation by the same percentage as the percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator that occurs between the first day of the month following the expiration of the three-year term of the site plan approval and the first day of the month in which the payment is made.

ADDED AREA OF CURTAINWALL
ON WEST ELEVATION



3901 N. FAIRFAX DRIVE

REVISIONS TO WEST ELEVATION

13 JAN 2012
RTKL

Virginia Square Black Box Theater

Scope of Work

January 19, 2012

Introduction

This Scope of Work governs the design and construction of the shell and fit out for the Black Box Theater as described in Condition 78 of Site Plan #386, as amended, and approved by the County Board on January __, 2012 ("Site Plan"). This Scope of Work may be amended, by mutual agreement of the County Manager and Developer as authorized by Site Plan Condition 78.b. In the event of any inconsistency between this Scope of Work and the Site Plan Conditions, the Site Plan Conditions shall govern.

Developer Responsibilities for Construction of the Black Box Theater

Developer agrees that all obligations and responsibilities for the design and construction of the Black Box Theater described in this Scope of Work are the obligations of Developer unless explicitly stated otherwise. The Scope of Work, delineating the obligations and responsibilities of Developer to design and construct the Black Box Theater, is as follows:

General

For the purposes of this Scope of Work, the Black Box Theater refers to all areas potentially included in a detailed design of the Black Box Theater, including a Theater Room; Rehearsal Room; control booth; service areas; pre-function/lobby area; storage areas; administrative offices, restrooms; and, specialty rooms (green room, dressing room, wardrobe maintenance room) and their access areas. The layout of the defined spaces within the Black Box Theater is subject to change during the Design Process described in this Scope of Work.

The build out of the Black Box Theater will include, but is not limited to, interior walls and hallways; external and interior entryways and doors (including sound and light vestibules); floor and ceiling; water and sewer systems; HVAC; electrical, sound system conduit and lighting; sprinklers; and, service area access and catwalks. Construction of base Building components outside of the Black Box Theater, such as loading areas, service corridors, parking, elevators and stairwells, exterior walls and windows, will be governed by the final approved Site Plan and final approved construction plans.

Notwithstanding any provision of this Scope of Work to the contrary, Developer, at its sole cost and expense, shall comply with all applicable building codes.

The design of the Black Box Theater will accommodate an occupancy for the Theater Room itself of 150 patrons, and a total occupancy of the entirety of the Black Box Theater of up to 200 occupants.

Detailed Design Process

Immediately following Board approval of the Site Plan, Developer will develop and provide to County a schedule for the design and construction bidding of the base Building and Black Box Theater. Such schedule shall include a six (6)-month period to accommodate Design Process for the Black Box Theater.

During the Design Development phase as described below, Developer shall provide to County options for the interior portions of the Black Box Theater relating to fixtures, materials and finishes, including but not limited to paint and flooring schemes, and interior signage. Such options are only required for those components of the work that Developer is obligated to design and construct. The County Manager will designate a liaison to the Design Process (as hereinafter defined) who will act as a single point of contact for Developer and its design team throughout the Design Process. Developer will designate a liaison to the Design Process who will act as a single point of contact for County throughout the Design Process. A schedule of periodic meetings with Developer/design team and the County liaison will be mutually established at the beginning of the Design Process. The purpose of these meetings will be to discuss the status of, and provide updates to, the Design Process.

Developer agrees to provide to County the Black Box Theater fit out design documents for County review and approval at the end of each of the following design phases:

- a) Schematic Design Plans (0 - 35% completion);
- b) Design Development Plans (36 - 65% completion) which shall also include a Progress Set (depicting the current design) and a set of finish schedules and specifications;
- c) Construction Documents (66 - 100%) which shall also include complete finish schedules and specifications.

The term "fit out" refers to the interior construction of the Black Box Theater, excluding demising walls, windows, associated with the core and shell of the base Building.

The above three (3) phases are collectively referred to in this Scope of Work as the "Design Process."

At the conclusion of each design phase, Developer shall provide to County five (5) sets of the then current design documents, as well as access to non-editable electronic files in PDF or similar mutually agreed upon format. County will have fifteen (15) working days, after receipt of such documents, to review and provide comments back to Developer. The County liaison will assemble and summarize the County comments into a single, comprehensive and coordinated, written list of comments which provide clear direction to Developer. The County liaison will be responsible for providing Developer with requirements and design parameters on a timely basis for all: County provided; County finished / Developer installed; and County selected / Developer provided; scope elements. The County liaison will be responsible for coordinating County staff review of, and input into, the detailed design of the Black Box Theater, and summarizing and providing these inputs to Developer on a timely manner consistent with the Design Process schedule. Developer and its design team shall provide to County in writing all of Developer's and its design team's comments within fifteen (15) working days after receipt of County's comments. After each round of revision, Developer will incorporate the mutually agreed comments into the next phase of design documents. At each design phase, County may request as many design revisions as necessary, in the judgment of the County Manager, to meet this Scope of Work. The County Manager has the right to notify Developer in writing of an extension of any County review period. Such extension may not exceed ten (10) working days. After the first resubmission by County to Developer of any County comments, the subsequent County comments will be limited to only those matters that had not been previously agreed upon or accepted by County and Developer, excluding design revisions that are necessitated by

unintended or unanticipated impacts on other elements or requirements of this Scope of Work. Developer will not be able to proceed onto the next design phase until receiving a written Notice to Proceed letter by the County Manager. Any changes proposed by County after the Design Process is complete and construction bids have been received may be subject to change orders, the costs of which will not be the responsibility of Developer if the cumulative cost of such change orders exceeds a contingency of up to 7%. The contingency shall be reflected in the Budget (hereinafter defined). The design and construction costs, together with the contingency, shall not exceed the Budget Cap (as defined in Condition 78.a).

Developer shall be responsible, at its cost, to respond to requests by County for answers to specific design and space performance questions related to the Scope of Work; County will submit in writing any questions to be answered by Developer as part of County's design review at the conclusion of each design phase. Any consultants retained by County in order to provide independent input into the Design Process will not be the responsibility of Developer.

Developer and its design team will participate in up to two (2) half-day outreach sessions to occur locally to solicit input from potential end users. The responsibility for scheduling and organizing any outreach sessions will not be the responsibility of Developer. Developer will be responsible for all costs related to the involvement of Developer and its design team/consultants.

Construction Management

Developer will provide the construction management of the Black Box Theater project, including providing for on-site personnel and a single point-of-contact for County staff, and will be fully responsible for the timely delivery of the Black Box Theater, including the application and receipt of all building permits related to the construction for this Scope of Work. Developer will be responsible for all costs incurred during the pre-construction and construction phases of the project, including, without limitation, costs associated with any required permit fees, utilities, insurance, and commissioning.

The construction management responsibility will include two (2) phases of the construction process, as follows:

1. Base Building/Core and Shell: Delivery of the base Building elements, loading areas, parking, elevators and stairwells, exterior walls and windows, and interior Building walls that demise the Black Box Theater.
2. Tenant Fit Out: Delivery of the Black Box Theater that can be effectively occupied and meets the requirements outlined in this Scope of Work. This may include Building and design elements, such as a catwalk system in the Theater Room or upgraded flooring in the Black Box Theater and Rehearsal Room, that would make most sense to be installed during the overall build out of the space, and the cost of which will not be the responsibility of Developer.

Following Board approval of the Site Plan, and before beginning the Design Process, Developer will provide a construction schedule and budget (the "Budget") to County, as part of the Scope of Work. Developer shall update the schedule and Budget as required. Any additional costs associated with changes to this Scope of Work initiated by County prior to Developer entering into a contract with its general contractor (the "Construction Contract"), excluding any changes required by any building, fire or other codes or regulations, will not be the responsibility of Developer. These additional costs

will be viewed in then current dollars at the time of the proposal change. Developer will not be responsible for any additional costs associated with any change orders after a Construction Contract has been executed between Developer and its general contractor.

Developer further agrees to allow, during construction of the Building, County staff and its contractors and authorized agents, access to the site and Building for such persons to review and photograph the progress of the work. Such persons will check in with the Contractor's Superintendent prior to entry. All persons entering the site or the Building shall comply with all OSHA, Contractor, and any other applicable safety requirements, including without limitation, the use of hard hats, work boots, long pants and safety eyewear. Within five (5) working days of each visit, County may provide written comments to Developer concerning Developer's progress in completing the Scope of Work. County shall be invited to and allowed to attend periodic progress meetings between the constructions contractor and developer/owner, and be allowed to make comments at that time, to be reflected in meeting minutes shared promptly with County.

Acoustical Parameters

The optimal functionality of the Theater Room and the ancillary uses within the Black Box Theater will depend upon: 1) this Scope of Work achieving acoustical levels within the performance and rehearsal spaces that do not adversely affect the quality of the performance and rehearsals in the Black Box Theater; and 2) limiting noise bleed from performance, rehearsal, pre-function and common areas that may adversely affect the quality of use of other areas of the office Building and external environments.

More specifically, the following acoustical criteria shall apply:

- Theater Room: Ambient noise levels, inclusive of mechanical systems, shall not exceed NC 30; additionally it is anticipated that noise levels generated within the Theater Room, inclusive of amplified sound, will not exceed 75dbA.
- Rehearsal Room: Ambient noise levels, inclusive of mechanical systems, shall not exceed NC 35; additionally it is anticipated that noise levels generated within the Rehearsal Room, inclusive of amplified sound, will not exceed 75dbA.

Developer is responsible for engaging an acoustician to help design and construct spaces that meet the two above criteria. To the extent that building materials and techniques that are planned to be used in ceilings, floors, interior and exterior walls, doors and entryways, and HVAC and other mechanical systems in and around the Black Box Theater Room and Rehearsal Room do not meet acceptable and agreed upon acoustical levels, then the additional materials and/or techniques that are required to meet these standards will be provided by Developer.

Theater Room

The design of the Theater Room will allow for no less than 38' feet of column-free width and 60' for column-free length. In the Theater Room, clear ceiling heights will be 25'.

The Theater Room will be delivered to the following specifications:

- Ceilings: Exposed, concrete (painted) with utilities above.
- Wall Finish: Painted GWB, with up to three paint colors; paint scheme to be determined in detailed Design Process.

- Flooring: A concrete slab floor, depressed to a depth of up to 6 inches that will allow for the installation of built-up, isolated wood floor system with a level transition to adjacent areas. Provision of the wood flooring system will not be the responsibility of Developer.
- Lighting: Fluorescent general purpose and egress lighting, including dimmable house lights, will be provided as part of the base fit out by Developer. Installed lighting equipment, such as dimmer racks and control consoles, and loose theatrical lighting will not be the responsibility of Developer. As part of the base fit out by Developer appropriate space for equipment, and dedicated conduits will be provided in locations defined by County, specifically between the Theater Room and the control booth.
- Entryways/Doors:
 - Two double-door entryways will be provided on the southern end of the Theater Room, located at the southeastern and southwestern corners of the Theater Room. A sound and light vestibule will be provided at any entryway from the Pre-function Area into the Theater Room. The doors will be seven (7) feet tall of a material that is required to meet acoustical requirements.
 - At the north-western and north-eastern corners of the Theater Room, 7'-0" wide doors (consisting of one 36" wide door leaf and one 48" wide door leaf) will be provided. The doors will be seven (7) feet tall of a material that is required to meet acoustical requirements. During the future detailed design, the need for additional door access will be evaluated to facilitate access from loading; such doors may include sliding or overhead coiling doors.
- Curtain Racks / Materials
- As part of the base fit out by Developer, the Theater Room will be designed with two (2) surround traveler track sets to allow for placement of curtains in areas to be specified during the Design Process. The tracks, support systems, accessories and all curtain materials will not be the responsibility of Developer. The installation of the tracks, support systems and accessories will be the responsibility of Developer if Developer is provided the requirements at the appropriate stages of the Design Process and construction.

Catwalk System in Theater Room

A catwalk system will be suspended from the ceiling of the Theater Room as part of the base fit out of the Theater Room. The amount set forth in Site Plan Condition 78.f includes a Developer contribution of \$25,000 to the direct costs of the materials and installation of the catwalks. The remainder of the costs for catwalk materials and installation will not be the responsibility of Developer.

The layout and configuration of the catwalk system shall be established in the detailed design phases, but, at a minimum, catwalks should be provided on three sides of the Theater Room, and at least four (4) catwalks shall be provided crossing the shorter dimension of the Theater Room. The catwalk shall be readily accessible from the mezzanine level and/or other backstage areas, through use of steps, a ladder, ships ladder or similar means. It is understood that the catwalk does not need to comply with ADA requirements for accessibility.

Pre-function Area

A +/- 1,500 square foot Pre-function Area (inclusive of steps, ramps, and access areas to Theater Room, Public Restrooms and back-of-house areas) will be provided at the entrance of the facility, with direct access into and from the Theater Room, the garage elevators, and back-of-house areas.

The Pre-function Area will be constructed to the following specifications:

- Ceilings: Exposed, concrete (painted) with utilities above.
- Wall Finish: Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: Commercial grade (multi-level loop direct adhered) carpet with 2½” vinyl wall base.
- Lighting: Fluorescent/metal halide general purpose and egress lighting and built-in, dimmable house lighting. Visual display lighting to be determined during detailed Design Process, and the materials and installation of the visual display lighting will not be the responsibility of Developer.
- Entryways/Doors:
 - Entry points from the exterior of the Building and the garage elevator vestibule will be constructed with all glass doors with panic hardware and power operators.
 - The door from the Pre-function Area into the back-of-house area will be a 1¾” thick, seven foot tall painted flush wood solid core door with painted hollow metal door frame.

Box Office

An approximately 100 square foot Box Office will be constructed that allows for patron window access from the interior of the Pre-Function Area. The Box Office will be provided with electrical power and it will be fully securable.

The Box Office will be constructed to the following specifications:

- Ceilings: Suspended grid acoustical ceiling tile with recessed fluorescent down-lights.
- Wall Finish: Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: Commercial grade (multi-level loop direct adhered) carpet with 2½” vinyl wall base.
- Lighting: Fluorescent/metal halide general purpose and egress lighting.
- Entryways/Doors: The door from the Pre-function Area into the Box Office will be a 1¾” thick, seven foot tall painted flush solid core wood door with painted hollow metal door frame and keyed locking hardware.
- Features: A stone transaction counter and tempered glass transaction window will be provided directed into the Pre-Function Area. A work counter at 30”

above finished floor will be provided in the interior of the Box Office space. Any additional furniture or equipment in the Box Office will not be the responsibility of Developer.

Public Restrooms

The following rooms and fixtures will be provided in the Pre-function Area:

- Women: 4 water closets and 3 lavatories
- Men: 1 water closet, 2 urinals, and 2 lavatories
- Family: 1 water closet and 1 lavatory
- Janitorial Room: 1 service sink with hot water access and drain.
- Drinking Fountains: 2 drinking fountains (located adjacent to the public restroom entrances)

It is understood that the above fixtures currently exceed the requirements of the current building code. If at the time of construction such requirements have changed, Developer shall be responsible to meet the then current code requirements.

The Public Restrooms will be constructed to the following specifications:

- Ceilings: Painted GWB.
- Wall Finish: Ceramic tile wainscot to 48" above the finished floor, with Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: Ceramic tile; tile design/color to be determined in detailed Design Process.
- Lighting: Recessed fluorescent down-lights; lighting to be motion-sensor controlled.
- Entryways/Door: The doors from the Pre-function Area into the Public Restrooms will be 1¾" thick, seven foot tall painted flush solid core wood doors with painted hollow metal door frames.
- Vanity: A monolithic polished granite vanity with: 3" backsplash, under-mounted vitreous china lavatories, chrome fixtures/fittings; continuous laminate-faced skirt to conceal plumbing; and frameless mirror above vanity extending to ceiling level.
- Toilet Compartments: For each water closet, ceiling hung brushed stainless steel toilet partitions with swinging doors, locks and coat hooks at the interior face of the door.
- Fixtures:
 - Wall mounted water closets and urinals with compact vertical carriers; water closets will have open front seats.
 - One floor drain per restroom, located under the toilet compartment dividers, and provided with trap primer.
 - Automatic, battery-powered, sensor-operated vanity faucets, urinals and water closet flushometers as follows:

- Dual flush 1.1/1.6 gallon per flush water closets
 - 0.13 gallon per flush urinals
 - 0.5 gallons per minute faucets
 - One manual-operated soap dispenser at each lavatory
 - Drinking Fountain: High/Low oval dish type with integral chiller system; polished stainless finish.
- Toilet Accessories: Brushed stainless steel; partially or fully recessed, where applicable; to include the following:
 - Toilet partition-mounted dual-roll toilet paper dispenser in each Men's room stall.
 - Combination toilet partition-mounted dual-roll toilet paper dispenser/napkin disposal in each Women's room and Family/Assisted Use stall.
 - Two paper towel dispensers/waste receptacles in Men's and Women's toilet rooms; One in Family/Assisted Use room.
 - One coin operated napkin dispenser at Women's room and Family/Assisted Use Room.
 - One seat cover dispenser per water closet stall.

Concession Area

The detailed Design Process will determine the necessity, permanence and specific location a Concession Area within the Pre-function Area. If a permanent concession area is required by County, then, Developer will be responsible to construct the following:

- Ceilings: Painted GWB soffit.
- Wall Finish: Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: Stained and sealed concrete with 2½" vinyl wall base.
- Lighting: Recessed fluorescent down-lights.
- Features: A granite work counter, a stainless steel bar sink that will accept under-counter refrigerator and ice maker, and lockable wall cabinets above the work counter will be installed by Developer. Any equipment, such as the refrigerator, ice maker or any other equipment or furniture related to the functioning of the concession area will not be the responsibility of Developer.

Storage Areas

Approximately 1,000 square feet of storage space will be provided on the ground floor, broken into smaller rooms, the extent of which will be established during the Design Process. Access to some storage areas will be level with theater and loading areas, and some amount of storage space will occur on a raised level. The Storage Areas will be constructed by Developer as follows:

- Ceilings: Exposed concrete with exposed utilities.

- Wall Finish: Primed, paint-ready GWB or CMU.
- Flooring: Sealed concrete with 2½” vinyl wall base.
- Lighting: Pendant mounted fluorescent lighting.
- Entryway/Doors: Storage Areas located on the same level as the Theater Room shall be provided with oversized painted flush hollow metal doors in painted hollow metal frames with an opening width of up to 7’-0” and increased height as permitted by code. Storage Areas located on a raised level will be accessed by steps and shall be provided with single or double 3’-0” painted flush hollow metal doors in painted hollow metal frames.

Dressing Rooms

Separate men’s and women’s dressing rooms (approximately 250 to 300 square feet, respectively) will be provided with convenient access to the Theater Room. The Dressing Rooms will be constructed by Developer as follows:

- Ceilings: Acoustical ceiling tile
- Wall Finish: Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: Vinyl composition tile with 2½” vinyl wall base.
- Lighting: Recessed fluorescent downlights.
- Entryways/Doors: The door into the Dressing Rooms will be 1¾” thick, seven foot tall painted flush solid core wood doors with painted hollow metal door frames.
- Features: Any additional furniture or equipment will not be the responsibility of Developer. Additional electrical rough-ins for lighting and power strips in a makeup will be provided by Developer.

Each dressing room will be provided a separate restroom, which will be constructed as follows:

- Ceilings: Acoustical ceiling tile.
- Wall Finish: Ceramic tile wainscot to 48” above the finished floor, with Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: Ceramic tile; tile design/color to be determined in detailed Design Process.
- Lighting: Recessed fluorescent down-lights; lighting to be motion-sensor controlled.
- Entryways/Doors: Each restroom will be separated from the respective Dressing Room via a lockable, 1 ¾” thick, seven foot tall painted flush solid core wood door with painted hollow metal door frame.
- Vanity: A monolithic polished granite vanity with: 3” backsplash, one under-mounted vitreous china lavatory per restroom, chrome fixtures/fittings;

continuous laminate-faced skirt to conceal plumbing; and frameless mirror above vanity extending to ceiling level.

- Fixtures:
 - One wall-mounted water closet per restroom with compact vertical carrier; water closets will have open front seats.
 - One floor drain per restroom and provided with trap primer.
 - Automatic, battery-powered, sensor-operated vanity faucets and water closet flushometers as follows:
 - Dual flush 1.1/1.6 gallon per flush water closets
 - 0.5 gallons per minute faucets
 - One manual-operated soap dispenser at each lavatory
- Toilet Accessories: Brushed stainless steel; partially or fully recessed, where applicable; to include the following:
 - Dual-roll toilet paper dispenser in the Men's room.
 - Combination dual-roll toilet paper dispenser / napkin disposal in the Women's room.
 - One paper towel dispensers/waste receptacles in Men's and Women's toilet rooms.
 - One seat cover dispenser in each room.

Wardrobe Maintenance

Approximately 200 square feet of space will be provided in the back-of-house area for the purposes of maintaining, cleaning, repairing and short-term storage of actor's wardrobes. The Wardrobe Maintenance area will be constructed by Developer as follows:

- Ceilings: Exposed concrete with exposed utilities.
- Wall Finish: Primed, paint-ready GWB.
- Flooring: Vinyl composition tile with 2½" vinyl wall base.
- Lighting: Pendent mounted fluorescent lighting.
- Entryways/Doors: A lockable, 1¾" thick, seven foot tall painted flush solid core wood door with painted hollow metal door frame will be provided at the entrance of the Wardrobe Maintenance area.
- Any appliances or equipment in the Wardrobe Maintenance room, such as clothes washer and dryer, steamers, or clothes racks not be the responsibility of Developer. Developer will provide the electrical, plumbing and mechanical rough in, including appropriate ventilation solutions for a dryer.

Green Room

An actor's waiting room of approximately 300 square feet will be provided adjacent to the Theater Room. The Green Room will be constructed by Developer as follows:

- Ceilings: Acoustical ceiling tile

- Wall Finish: Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: Vinyl composition tile with 2½” vinyl wall base.
- Lighting: Recessed fluorescent downlights.
- Entryways/Doors: The doors into the Green Room will be 1¾” thick, seven foot tall painted flush solid core wood doors with painted hollow metal door frames.
- Features: All, counters, furniture and equipment in the Green Room will not be the responsibility of Developer. Developer will provide plumbing, electrical and mechanical rough-ins necessary to support equipment/appliances as determined during the detailed Design Process.

Administrative Offices

The Administrative Offices area will include an entry vestibule; three separate offices, two for double occupancy and one for single occupancy; and a single conference room for shared use. The Administrative Offices will be constructed by Developer as follows:

- Ceilings: Acoustical ceiling tile.
- Wall Finish: Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: Commercial grade (multi-level loop direct adhered) carpet with 2½” vinyl wall base, with the exception of the vestibule area, which will be constructed with an inset, double-sided, reversible fabric/walk-off matting for compliance with LEED IEQ credit 5.
- Lighting: Recessed fluorescent lighting.
- Entryways/Doors: The interior doors will be lockable painted wood flush wood solid core doors in painted hollow metal frames with integral, clear-glass sidelite, with the exception of the door from the vestibule into the interior of the space, which will be an aluminum/glass rail and stile door with panic hardware in an aluminum/glass storefront system. The door from the vestibule to the exterior of the Building will be a frameless, tempered all-glass door with power operator and panic hardware. A ducted, concealed electric cabinet heater or fan-powered terminal devices with electric heating coils will be provided in the vestibule in order to handle high demands.
- Features: Metal, horizontal louvered blinds will be provided at all exterior vision glass in the offices and conference room. All additional furniture and equipment in the Administrative Offices will not be the responsibility of Developer.

A separate, single-fixture restroom will also be provided in the Administrative Offices, constructed as follows:

- Ceilings: Acoustical ceiling tile.
- Wall Finish: Ceramic tile wainscot to 48” above the finished floor, with painted GWB above; paint color and tile design/color to be determined in detailed Design Process.

- Flooring: Ceramic tile; tile design/color to be determined in detailed Design Process.
- Lighting: Recessed fluorescent down-lights; lighting to be motion-sensor controlled.
- Entryways/Doors: The restroom will receive a lockable, 1¾" thick, seven foot tall painted flush wood solid core door with painted hollow metal door frame.
- Fixtures:
 - One wall-hung lavatory with manual-operated soap dispenser.
 - One wall-mounted water closet with compact vertical carrier; water closet will have open front seat.
 - One floor drain with trap primer.
 - Automatic, battery-powered, sensor-operated lavatory faucet and water closet flushometer as follows:
 - Dual flush 1.1/1.6 gallon per flush water closet
 - 0.5 gallons per minute faucet

Toilet Accessories: Brushed stainless steel; partially or fully recessed, where applicable; to include the following:

- Combination dual-roll toilet paper dispenser/ napkin disposal.
- One paper towel dispensers/waste receptacle.
- One seat cover dispenser.

Ground-Level Service Corridors

Hallways leading to and from the Theater Room, loading and storage areas will be designed in the detailed Design Process to facilitate access for equipment, but at a minimum the hallways should provide a clearance of 54 inches in width to allow for appropriate clearance for 4'x8' scenic elements to be moved between the Theater Room, the loading dock and the Storage Areas. All Ground-Level Service Corridors within the Black Box Theater will be provided by Developer as follows:

- Ceilings: Exposed concrete with exposed utilities.
- Wall Finish: Primed, paint-ready GWB or CMU.
- Flooring: Sealed concrete with 2 ½" vinyl wall base.
- Lighting: Pendant mounted fluorescent lighting.

Mezzanine Level

The Black Box Theater will incorporate a mezzanine level, which will provide space for the theater control booth, service area (catwalk) access, a Rehearsal Room, and ancillary uses. A separate, single-fixture restroom will be provided on the mezzanine level, constructed to the standard established in the Administrative Offices area. One base Building garage shuttle elevator shall provide direct access to the mezzanine level though use of an access control system.

Rehearsal Room

The minimum dimensions for the Rehearsal Room is 34' x 32' of column-free space. The Rehearsal Room will be constructed as such:

- Ceilings: Acoustical tile ceiling.
- Wall Finish: Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: A concrete floor slab, depressed to a depth of up to 6 inches that will allow for the installation of a built-up, isolated wood floor system with a level transition to adjacent areas. Provision of the wood flooring system will not be the responsibility of Developer.
- Lighting: Recessed fluorescent downlights.
- Entryways/Doors: The doors into the Rehearsal Room will be 1 $\frac{3}{4}$ " thick, seven foot tall painted flush wood solid core doors with painted hollow metal door frames.
- Features: Floor-to-ceiling wall mounted frameless mirrors along one full wall of room. The detailed Design Process may identify the need for a storage closet (constructed with similar level of finish as the room as a whole). Additional furniture or equipment will not be the responsibility of Developer.

Control Booth

A control booth will be provided for both lighting and sound operations. The control booth must have direct view windows into the Theater Room, will be no less than 200 square feet with a minimum depth of 10' from the view windows, and will be placed no less than 10' above the main Theater Room floor. Access to the control booth will comply with ADA accessibility requirements. The Control Booth will be constructed as follows:

- Ceilings: Exposed concrete structure with utilities above, painted black.
- Wall Finish: Painted black GWB.
- Flooring: Commercial grade (multi-level loop direct adhered) carpet with 2 $\frac{1}{2}$ " vinyl wall base.
- Lighting: Pendant mounted dimmable lighting.
- Entryways/Doors: The door into the Control Booth will be 1 $\frac{3}{4}$ " thick, seven foot tall painted flush solid core wood door with painted hollow metal door frame.
- Features: Aluminum/glass fixed glazing, for visibility into performance area. Additional furniture or equipment will not be the responsibility of Developer.

Mezzanine Corridor

The Mezzanine Corridor will be constructed as follows:

- Ceilings: Acoustical ceiling tile.

- Wall Finish: Primed, paint-ready GWB; paint scheme to be determined in detailed Design Process, and the responsibility for materials and installation of paint to the primed wall will not be the responsibility of Developer.
- Flooring: Vinyl composition tile with 2½” vinyl wall base.

Mechanical and Electrical Rooms

The Mechanical and Electrical Rooms on the Main and Mezzanine Levels will be constructed as follows:

- Ceilings: Exposed concrete with exposed utilities.
- Wall Finish: Primed, paint-ready GWB or CMU.
- Flooring: Sealed concrete with 2½” vinyl wall base.
- Lighting: Pendant mounted fluorescent lighting.

Doors

All exterior and interior doors and entryways will be designed and will utilize appropriate materials so as to provide optimal ingress and egress of patrons, performers and staff, and equipment and scenes, as well as to achieve acoustical standards.

Unless otherwise noted, all door frames shall be painted hollow metal with two inch faces and welded corners. All single doors shall be 1¾ inches thick, seven feet tall, painted flush wood doors, consisting of solid glued block or mineral core with MDF or birch veneer faces. All double doors shall be 1¾ inches thick painted flush hollow metal, due to the expected high traffic nature of these doors.

Door hardware shall consist of lever handled mortise locksets, ball bearing full mortise hinges and floor or wall stops. Toilet room doors and select other doors shall receive surface-mounted closers. Hardware finish shall be polished chrome / stainless steel.

Security

Developer will provide rough-in conduits at the exterior perimeter access doors stubbing out to the adjacent ceiling of the Black Box Theater. Extension of the conduits and provision of the Security System for the Black Box Theater will not be the responsibility of Developer.

Telecommunications

Developer will provide a 1” conduit to a single connection point within the Black Box Theater to a backbone riser within a riser closet at the ground floor. All telecommunications cabling, terminations, equipment and devices are not the responsibility of Developer.

Developer will provide conduit into the Black Box Theater for County fiber or for an acceptable commercial alternative telecommunications fiber or lines, to the extent that such telecommunications service is provided to the base Building. If such telecommunications service is not provided to the base Building, then the provision of County fiber to the Black Box Theater will not be the responsibility of Developer.

HVAC System

The HVAC system shall be designed to comply with the following design parameters:

Inside Conditions:

- Summer (Auditorium and Prefunction) 72 deg F+ 2 deg F / 50% RH +/-5%
- Winter (All Spaces) 72 deg F+ 2 deg F - No humidity control is provided during the heating mode or winter season.

Outdoor Conditions:

- Summer:
 - 95 deg F DB for transmission loads
 - 78 deg F WB for cooling tower design
 - 93 deg F DB/75 deg F WB Coincident
- Winter:
 - 10 deg F DB

Lighting:

- 1.0 w/sf (75% to space)
- Pre-function 2.0 w/sf (100% to space)
- Up to 5.0 KW total theatrical lighting

Equipment or Receptacle Load:

- 2.0 w/sf or as defined

Occupancy:

- Occupant Load: Up to a maximum of 200 total occupants assumed: Up to 150 patrons and up to 50 staff/performers

Outside Air:

- Outside Air Quantity: Auditorium and lobbies 5 cfm / person + .06 cfm / usf.

HVAC System Acoustics:

- Unless otherwise indicated, the maximum interior Noise Criteria (NC) design shall comply with requirements as set forth elsewhere in this Scope of Work. All equipment and systems will be designed and selected to meet these NC goals.

The HVAC system for the Black Box Theater will consist of a variable air volume self-contained units (SCU) with fan, DX refrigerant coil, and two-way control valve, and various fan powered terminal devices (FPTD's). Supply air temperature will be 51°F. SCUs will have variable speed fan drives and minimum 85% efficient MERV-13 replaceable media type filters.

Ductwork and Air Distribution Devices: Air will be supplied through internally lined or externally insulated ductwork. Ductwork will be in accordance with SMACNA guidelines. Supply diffusers will be: 24" x 24" louvered face diffusers, slot diffusers, or linear diffusers depending on the acoustical requirements, and architectural requirements of the space and type of ceiling construction.

Return Air: Air will be returned to the ceiling plenums through return air grilles, and through either combination supply/return air slot diffusers at the perimeter curtain wall or through an architectural return air slot.

Outside Air: Outside Air will be supplied from louvers within the ground level storefront at the north façade of the Building. Based on the design occupant load, approximately 16 sf of louver area (at 50% free area) is anticipated.

The base Building condenser water/cooling tower system will provide up to 70 tons of capacity of condenser water for the Black Box Theater self-contained units for daily and after hour operations. The condenser water system will operate at a 10°F (85°F to 95°F, approximately) differential temperature.

HVAC systems will be designed so that the Black Box Theater can be separately sub-metered and controlled, with appropriately designated zones within the Black Box Theater. The Black Box Theater shall be provided with an integrated zoned building automation system ("BAS") that is a subzone of the base Building BAS; and shall be Siemens Apogee, Trane Tracer Summit, Reliable Controls or equal at the discretion of Developer. The system shall provide input and output points to allow County's integration into an existing County server located at 1400 North Uhle Street, Suite 603, Arlington, Virginia 22206. Any modifications or updates to the County's server shall not be the responsibility of Developer. All HVAC equipment that solely serves the Black Box Theater shall provide input and output points through Bacnet or Modbus protocol interface. A local onsite workstation shall be provided in a lockable cabinet within the Black Box Theater space for use by County maintenance. Any other equipment, such as a local workstation to give read only access to BAS graphics with limited capability to change temperature settings, will not be the responsibility of Developer, unless otherwise deemed to be affordable within the scope of the Budget. County shall be given the opportunity to review and specify points and control graphic requirements, as directly related to the operation of Black Box Theater, during the Design Process. The Building owner shall procure a full service maintenance contract for the installed base Building BAS. HVAC and other systems will be designed to meet the acoustical parameters set forth above.

Electrical

An electrical system will be designed to adequately serve all areas of the Black Box Theater. Wall outlets will be provided as determined to be necessary during the Design Process.

Electrical service will be provided from the 800A, 480V, 3PH, 4W "Retail" wireway. The separately metered service will be 500A, 480V, 3PH fed from a 600A/3P/500A ULSE disconnect switch. Service size is based on 35W/SF. Service connection point, meter and disconnect are located in the base Building main electrical room.

A 600A, 480V, 3PH, 4W distribution panel will be provided within the Black Box Theater Area to serve: large HVAC loads, a 112 ½ KVA transformer, and a 225A, 480V, 3PH, 4W panel. The 112 ½ KVA transformer will serve the theatrical dimmer system, A/V system and receptacle loads. The 225A panel will serve small HVAC loads, and back-of-house lighting. Distribution panels and transformers are located within the Black Box Theater space.

A 60 AMP, 480V 3 phase feeder will be provided to the space from the base Building emergency generator for: the dimming system, egress lighting requirements in the stage area, seating area, vestibule and lobby. One 20A, 277V, 1 Ph branch circuit will be provided for the back-of-house egress lighting. These egress lighting provisions will be connected to the base Building Life Safety generator. No other back-up/auxiliary power loads are included.

Plumbing

Plumbing infrastructure will be provided to multiple areas of the Black Box Theater, including but not limited to the restrooms, concession area, and green room. Water heaters for Black Box Theater domestic hot water are anticipated to occur within the Black Box Theater. Public drinking fountains will be constructed in the pre-function/lobby area as required by code.

Fire

Fire alarm system and sprinklers with connection to the base Building systems will be provided in the Black Box Theater.

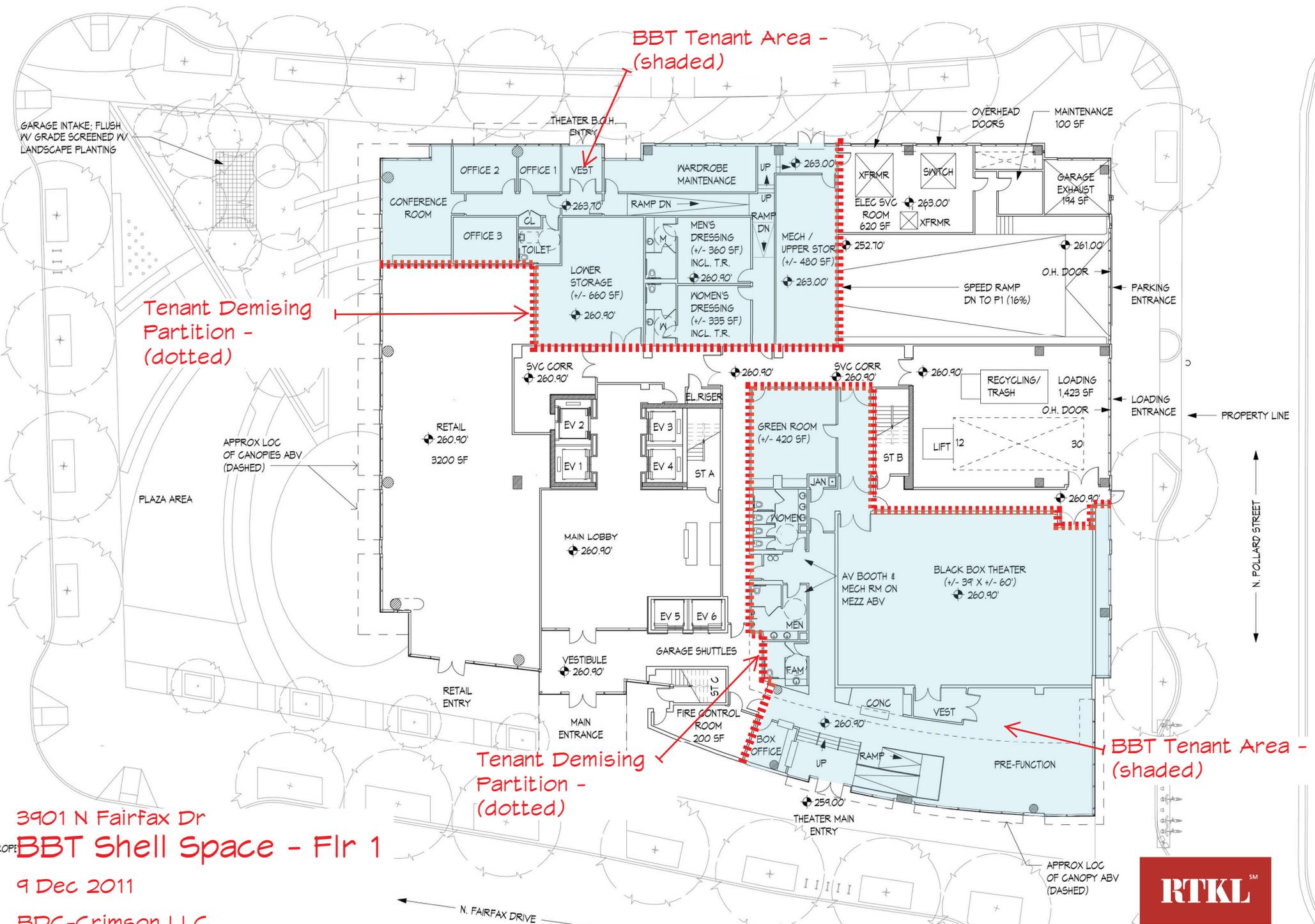
Signage

The square footage and location of signage on the exterior of the Building will be controlled by the comprehensive sign plan. The Design Process will determine the specific materials to be used in exterior signage. Developer will be responsible for the installation of electrical conduit to the exterior sign areas. Developer will not be responsible for the materials and installation of the exterior signage. Developer shall provide all interior wayfinding and room labeling/number signage through-out in accordance with code requirements. The basis of design will be to match the base Building standard.

Equipment/Design Allowance

The amount set forth in Site Plan Condition 78.f includes a Developer contribution of \$53,375 for fit out work for equipment and design elements that are not the direct cost responsibility of Developer per this Scope of Work.

NORTH 10TH STREET



BBT Tenant Area - (shaded)

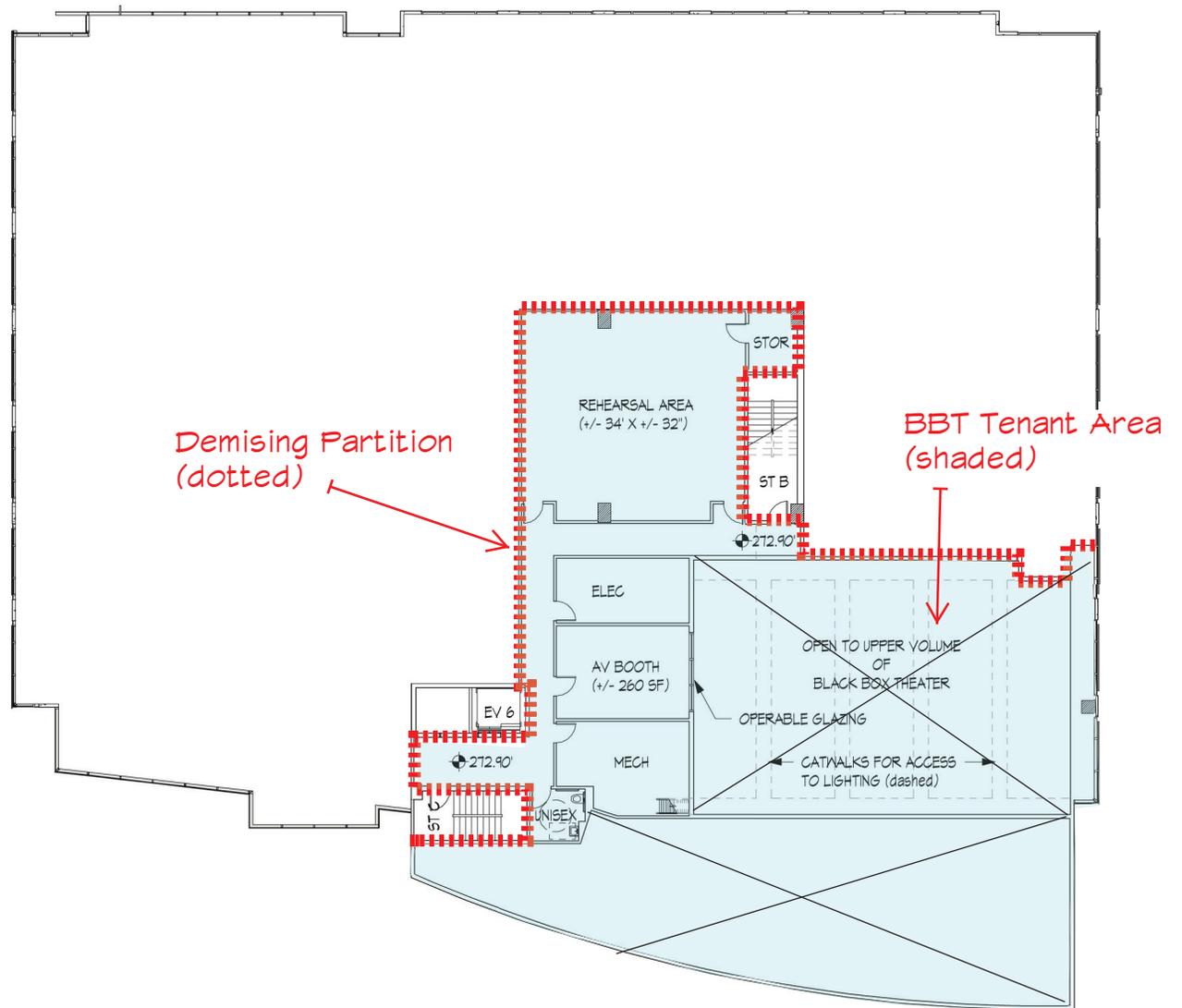
Tenant Demising Partition - (dotted)

Tenant Demising Partition - (dotted)

BBT Tenant Area - (shaded)

3901 N Fairfax Dr
BBT Shell Space - Flr 1
 9 Dec 2011
 BDC-Crimson LLC





3901 N Fairfax Dr
 BBT Shell Space - Mezzanine

9 Dec 2011

BDC Crimson LLC