



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of December 15, 2007**

DATE: December 13, 2007

SUBJECT: SP #89 SITE PLAN AMENDMENT (carry-over) to convert former Newseum space; premises known as 1101 Wilson Blvd. (RPC #16-039-002)

Applicant:

Monday Properties Services, LLC

By:

Nan E. Walsh, Agent/Attorney
Walsh, Colucci, Lubeley, Emrich and Walsh
2200 Clarendon Blvd, 13th Floor
Arlington, Virginia 22201

C.M. RECOMMENDATION:

Approve a site plan amendment, which shall provide the County with the subject space to be used as a museum or cultural use with associated uses, subject to: all previous conditions; two new conditions which apply solely to the subject space; and approval of the major amendment to Site Plan #18.

ISSUES: None.

SUMMARY: This is a site plan amendment application to convert the former Newseum space to a use other than a museum. Between 1993 and 1999, the County Board approved several site plan amendments, including approval of bonus density space, to facilitate the construction and operation of the Newseum. Such approvals resulted in space with conditional restrictions and requirements for the use of the space limited to a museum or other similar cultural use. After working with staff for over two years, the applicant has agreed to specific terms to provide the County with space to be used as a museum or cultural use with associated uses. Staff concludes that such terms are appropriate and, rather than approving a conversion of the space, recommends that the County Board approve a site plan amendment which shall provide the County with the subject space to be used as a museum or cultural use with associated uses.

County Manager: _____

County Attorney: _____

Staff: Jill Griffin, AED, Real Estate Development Group

BACKGROUND: The Freedom Forum, a nonpartisan foundation, is headquartered at 1101 Wilson Boulevard. The foundation focuses on three priorities: the Newseum; the First Amendment; and newsroom diversity. In 1992, the Freedom Forum announced that it would build the Newseum, a museum of news, in Arlington. From 1993 through 1999, the County Board approved several site plan amendments for the subject site, granting bonus floor area to facilitate the construction and operations of the Newseum.

The Newseum, an interactive museum of news, opened in Arlington in 1997. This facility closed in March 2002, after hosting more than 2.25 million visitors, to permit Newseum staff to focus exclusively on planning and developing a new museum to be located in Washington, DC. The Newseum's administrative offices continue to be located at 1101 Wilson Boulevard until such time as they are relocated to the new location.

The following provides additional information about the site and location:

Site: The site is located on the north side of Wilson Boulevard, east of its intersection with North Lynn Street. Freedom Park, an outdoor museum, is immediately east of the Newseum space. Further east is North Kent Street and Rosslyn Plaza, an 11-story office building constructed in 1966. To the north of the site is Plaza East, a 12-story office building, at 1800 North Kent Street. To the south of the site, across Wilson Boulevard, are the Arland Towers (East and West) office buildings at 1000 and 1100 Wilson Boulevard. To the east of the site is International Place, a 12-story office building built in 1967.

Zoning: “C-O” Commercial Office Building, Hotel and Multiple-Family Dwelling Districts.

Land Use: “High” Office-Apartment-Hotel (3.8 FAR office; 4.8 FAR residential; and 3.8 FAR hotel). The site is within the boundaries of the “Rosslyn Coordinated Redevelopment District” on the General Land Use Plan.

Civic Association: North Rosslyn

Public-Private Partnership: Rosslyn Renaissance

DISCUSSION: The space that was previously occupied by the Newseum is comprised of three types of spaces: bonus space; converted space with restrictions; and converted space without restrictions. The following table provides a summary of that space in square footage:

Bonus Space	
Theater/Dome Addition	3,500
9th Floor Plaza/Mezzanine Addition	13,150
Museum Only - Restricted Space	
Daycare Center Conversion	15,766
6th Floor Lobby	4,000
Unrestricted	
6th Floor Lobby	60
8th Floor Lobby	17,350
Total Space	53,826

Both elements of the bonus space, the theater and dome addition and the 9th floor plaza and mezzanine addition, have conditions specifically stating that the use is limited to museum, museum administration or theater space. Additionally, conditions pertaining to the demolition of these spaces were included with these approvals. Both of these approvals resulted in additional density to the project for the provision of a community benefit in the form of a cultural amenity.

The restricted space, the conversion of the day care center and the use of the 6th floor lobby, also have conditions stating that the use is limited to museum, museum administration or theater space. The day care center had been offered by the developer as a community benefit when the original site plan project was converted, preconstruction, to an office building. When the request of the conversion of the day care center to the Newseum space was heard, the County Board recognized the importance of the day care use in the Rosslyn area. Therefore, the conditions of the approval accounted for the relocation of the day care center to another building in Rosslyn. Additionally, the conditions were specific as to the use of the converted space being limited to museum, museum administration or theater GFA.

The conversion of approximately 4,000 square feet of storage space on the fifth floor to retail gross floor area allowed the relocation of an existing printing firm from the existing retail space located on the sixth floor to the converted storage space on the fifth floor. In the approval of this conversion, the County Board restricted the uses of the existing retail space on the sixth floor to museum and museum administration uses only.

The remainder of the space, on the sixth floor and the eighth floor, is unrestricted. The applicant is permitted to use this space as either office or retail. No site plan amendment is needed for such use.

Staff recognizes that the space has been vacant for several years with the exception of the six-month traveling exhibit BODIES...The Exhibition and has not contributed to the activity and vibrancy in Rosslyn. Recently, the applicant and staff from Arlington Economic Development and the Department of Community Planning, Housing and Development have been working on an appropriate resolution for the past several months. This resolution, with the terms as presented below, provides an opportunity for both the applicant and the County.

As an additional element of the community benefit package for the 1812 North Moore Street site plan (SP #18), the applicant has agreed to lease the entire 53,826 square foot space to the County for its use as a museum or other cultural use and its related ancillary uses. Additionally, the County would have exclusive use of the exterior terrace area accessible from the space. The terms of the lease would generally be as follows:

- Lease Term – The Lease Term shall be a 15-year Lease Term. The County would be permitted one 5-year renewal period (Renewal Term) at the conclusion of 15 years.
- Lease Rate – There shall be no lease rate for the first 15 years for the 16,650 square feet of space defined as bonus space. There shall be no lease rate for the first 10 years for the remainder of the space (37,176 square feet). In the 11th year, the base rent for the remainder of the space shall be 33 percent of the fair market value (FMV) as agreed upon by the applicant and the County or, if there is not agreement, as defined by a three appraiser method which recognizes the various types of space. The lease rate for the 12th year, for the remainder of the space, shall be 66 percent of FMV. The lease rate for the 13th – 15th years, for the remainder of the space, shall be at 100 percent of FMV.

The lease rate for the Renewal Term, if exercised by the County, for the Premises shall be 100 percent of FMV.

- Operating Expenses – The County will be responsible for utilities, cleaning, and security expenses along with maintenance costs for the HVAC system. The applicant will ensure that the space is free of all hazardous material and that all mechanical, transportation and life safety systems are in working condition. The applicant agrees that all of these systems will be in working condition prior to tenant accepting responsibility for maintenance.
- Real Estate Taxes – The County will be responsible to pay a pro rata share of building real estate taxes.
- Tenant Improvements – The County will be responsible for all interior improvements.
- Sublease – The County shall have the right to sublease space to other entities for another museum or cultural facility and related uses which may include a café and/or restaurant.
- Fire/Life Safety – The space shall be equipped, by the applicant, at applicant's sole cost and expense, with Code compliant, operating smoke detectors, fire alarms and a sprinkler system as of the Lease Commencement Date and at all other times during the Lease Term and the Renewal Term (if exercised).

- ADA – The applicant shall provide barrier free accessibility to the common areas and adhere to the requirements of the Americans with Disabilities Act (“ADA”) on an on-going basis as building modifications are undertaken. Additionally, the applicant represents that the space and common areas currently comply with ADA.
- Parking – The County shall have the right to obtain fifteen (15) monthly parking permits for its employees and contractors in the building’s parking garage, on a reserved or non-reserved basis, at the County’s option, at the prevailing monthly rate for other tenants in the building. Public parking spaces for the use of visitors shall be available at market rates to visitors on weekdays from 8:00 AM to 5:00 PM. Such public parking spaces shall be available to visitors at all other times (except between 2:00 AM and 6:00 AM) on weekdays and weekends at no cost to the visitors or to the County.
- Access – The County shall have access to the building, the space and the parking garage 24-hours a day, seven days a week.

Conversion Option: At any time during the last 18 months of the Lease Term, the applicant shall have the right to convert the Restricted Space and Bonus Space portions of the space to unrestricted use by payment from the applicant to the County of the existing full fair market FAR value for the then-current unrestricted Class A office space in the Rosslyn - Ballston corridor for the square footage of the Restricted Space and Bonus Space portions. If the applicant has elected to exercise the Conversion Option and the County elects to renew the term, then the County’s rent for the space shall be the FMV for the then-current use of the space.

This site plan amendment, in addition to maintaining the subject space as a museum or cultural facility, will, more importantly, provide the County with the opportunity of programming the space. Currently, the County is exploring three options for such programming: a world-renowned private arts museum; a not-for-profit entity established to manage and operate the space; and the County’s Department of Parks, Recreation and Cultural Resources to manage and operate the space. All three options would add a significant arts and cultural facility to the Arlington community. However, each option would have differing costs – both capital and operational – to the County. As such, each option is being analyzed at this time to determine the best strategy for the County while maximizing the economic and cultural potential of the space. Upon presentation of the lease to the County Board for its approval, staff will have determined the most appropriate programming mechanism. In all, no matter which option is chosen, reuse of the space would contribute, once again, to the activity and vibrancy of the Rosslyn area. Such a use would appeal to the residents of the broader community and would encourage more visitors to the area – during both the daytime and nighttime hours.

CONCLUSION: The former Newseum space, with the exclusion of the unrestricted space, was approved as a cultural amenity and resource in the Rosslyn area. Since the departure of the Newseum in 2002, the space has remained vacant with the exception of the six-month traveling exhibit BODIES...The Exhibition. After working with staff for over two years, the applicant has

agreed to specific terms to provide the County with space to be used as a museum or cultural use with associated uses. Staff concludes that such terms are appropriate and recommends that the County Board approve a site plan amendment, which shall provide the County with the subject space to be used as a museum or cultural use with associated uses, subject to: all previous conditions; two new conditions which apply solely to the subject space; and approval of the major site plan amendment for Site Plan #18.

New Conditions

1. The developer agrees that the 53,826 square foot space located at 1101 Wilson Boulevard, and formerly occupied by the Newseum (1101 Wilson Blvd), ("Premises") is comprised of three types of spaces: Bonus (16,650 square feet); Restricted (19,766 square feet); and Non-restricted (17,410 square feet). The developer further agrees that the Premises shall remain restricted in accordance with applicable conditions of this Site Plan # 89, as amended, except as follows:

The Developer shall execute, deliver to the County Manager, and obtain County Board approval of, a Lease Agreement ("Lease") which shall contain, at a minimum, the following terms:

- A. Demised Premises: Approximately 53,826 rentable square feet of space (the Demised Premises") in the Building located at 1101 Wilson Boulevard in Arlington, Virginia. The Demised Premises is further depicted in the floor plans dated November 14, 2007 attached as Exhibit A.
- B. Exclusive Use of Terrace Area: The County shall have exclusive use of the exterior terrace area ("Terrace Area") accessible from the Demised Premises and depicted on Exhibit A. The Terrace Area shall not be included in the calculation of square footage of the Demised Premises for the purposes of determining the County's payment of any rent or a proportionate share of Real Estate Taxes, Operating Expenses or increases in Operating Expenses required by the Lease, and the County shall neither be responsible for the maintenance nor the repair of the Terrace Area.
- C. Initial Lease Term and Renewal Term: Fifteen (15) years commencing the earlier of the date upon which the Lease is executed, or May 1, 2008 and ending no later than April 30, 2023 (the "Initial Term"). Thereafter, provided that the County gives written notice not later than eighteen (18) months prior to the expiration of the Initial Term, the County shall have the right, but not the obligation, to renew the Lease for one (1) additional five (5) year term (the "Renewal Term") under the same terms and conditions as the Initial Term, except Base Rent as hereinafter described. If the Developer and the County have not executed a Lease for the Demised Premises by May 1, 2008, then the Initial Term of any Lease shall begin on the date of the execution thereof and, nevertheless, shall end on April 30, 2023.

- D. Base Rent and Abatement: The base rent for a 16,650 square feet portion of the Demised Premises shall be abated for the full fifteen (15) years of the Initial Lease Term. The base rent for the balance of the Demised Premises (37,176 square feet) shall be determined as follows:

There will be no base rent for the first 10 years. The base rent for the 11th year will be 33% of the then FMV Rental Rate (as hereafter defined). The base rent for the 12th year will be at 66% of the then FMV Rental Rate. The base rent for the 13th, 14th and 15th years will be at 100% of the then FMV Rental Rate. The "FMV Rental Rate" shall mean the fair market rental rate for the Premises as agreed to by the Developer and the County, and in the event that the parties are unable to agree on the FMV Rental Rate, then the FMV Rental Rate shall be determined by the parties using the "Three Appraiser Method".

The base rent for the Renewal Term (if exercised) for all of the Demised Premised shall be at 100% of the FMV Rental Rate , for the then existing use of the Demised Premises by the County or its sublessees. If the parties cannot agree to the FMV Rental Rate, then the FMV Rental Rate for such periods shall be determined by the "Three Appraiser Method". The appraisers shall be instructed to take into account that the Demised Premises are comprised of 17,410 square feet of unrestricted space, 19,766 square feet of restricted space ("Restricted Space"), and 16,650 square feet of bonus space ("Bonus Space").

- E. Pass Throughs: The County shall be obligated to pay during each year of the Initial Term and the Renewal Term (to the extent exercised), a proportionate share of real estate taxes ("Real Estate Taxes") and operating expenses ("Operating Expenses") of the Building. 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. The County shall have reasonable audit rights.
- F. Operating Expenses: The term "Operating Expenses" as used in the Lease shall not include, among other things: 1) debt service; 2) costs of improvement of common areas; 3) costs of work on space leased to tenants/occupants; 4) costs of capital improvements, alterations or building systems replacements; 5) costs of casualty repairs; 6) costs of any additions to the Building; and 7) costs and expenses solely associated with space leased to other tenants/occupants; except that capital expenditures spent for replacement of building systems serving or benefiting the Demised Premises intended as cost savings in lieu of systems repairs shall be deemed Operating Expenses.
- G. The County shall not, at any time, be obligated to pay any sums as rent, costs, or expenses, for the right to lease the Demised Premises, or use any portion of the

common areas of the Building, unless such obligation is specifically required by the Lease.

- H. County Improvements: The County shall, at its own expense, pay for and perform any and all County improvements in the Demised Premises. The plans and specifications for all planned County improvements shall be subject to the reasonable review and approval of the Developer, which review and approval shall not be unreasonably withheld, conditioned, or delayed. At the end of the Lease Term, the County may, but shall not be required to, remove any County improvements to the Demised Premises, and shall not be required to restore the Demised Premises to its condition prior to the beginning of the Initial Term, except that the County shall restore any slab cuts and other structural changes it may make.
- I. The Developer will ensure that the Demised Premises are free of all hazardous materials, and that all electrical, mechanical, transportation and life safety systems are in working condition prior to the beginning of the Initial Term.
- J. Use: During the Initial Term and the Renewal Term (to the extent exercised), the County shall be permitted to use the Demised Premises for a museum, for other cultural uses, and any related ancillary uses (including, but not limited to food service/cafe) as reasonably approved by the Developer, which approval shall not be unreasonably withheld, conditioned, or delayed. Any other use shall be subject to the approval of the Developer.
- K. Assignment/Subletting: The County shall be entitled to sublet or license up to 100% of the Demised Premises, subject to reasonable review and approval of the Developer, which review and approval shall not be unreasonably withheld, conditioned, or delayed, to persons or entities that the County determines will provide services to the public with or through the County. The County shall not be obligated to share any revenue received by the County from the subletting or licensing of the Demised Premises by such persons or entities.
- L. Fire/Life Safety: The Demised Premises shall be equipped, by the Developer, at Developer's sole cost and expense, with Code compliant, operating smoke detectors, fire alarms and a sprinkler system as of the beginning of the Initial Term and at all other times during the Initial Term and the Renewal Term (if exercised), unless necessitated by physical alterations of the Demised Premises by the County for its specific use.
- M. ADA: The Developer shall provide barrier free accessibility to the common areas and adhere to the requirements of the Americans with Disabilities Act ("ADA") on an ongoing basis as Building modifications are undertaken. The Developer, to the best of its knowledge, represents that the Building common areas currently comply with the ADA. The County, at its sole cost and expense, agrees that any

work in the Demised Premises will be done in compliance with ADA requirements.

- N. Signage: The County shall have the right to install interior and exterior signage, at the County's sole cost and expense, including but not limited to procuring any site plan amendments and/or amendments to the approved comprehensive sign plan, subject to reasonable review and approval of the Developer, which review and approval shall not be unreasonably withheld, conditioned, or delayed. The Developer, at the Developer's sole cost and expense, shall provide the County with a reasonable number of lines on the Building lobby directory for the County and/or its subtenants/licensees.
- O. Parking: The County shall have the right, but not the obligation, to obtain twenty-five (25) monthly parking permits for its employees and contractors in the Building's parking garage, on a reserved or non-reserved basis, at the County's option, at the prevailing monthly rate for other tenants in the Building. Public parking spaces for the use of visitors to the Demised Premises shall be available at market rates to visitors on weekdays from 8:00 AM to 5:00 PM. Such public parking spaces shall be available to visitors at all other times (except between 2:00 AM and 6:00 AM) on weekdays and weekends at no cost to the visitors or to the County.
- P. Non-Disturbance: The County shall be provided with a non-disturbance agreement on a commercially reasonable and recordable form from all current and future mortgagees and ground lessors.
- Q. Utilities and Building Systems: The County shall pay the periodic costs of utilities separately metered to the Demised Premises. The County also shall pay the maintenance and repair costs for the dedicated HVAC system and the escalator located within, and solely serving, the Demised Premises.
- R. Janitorial Costs: The County shall pay for janitorial services, as such services are provided to the Demised Premises by the Developer. Alternatively, at the County's option, the County shall have the right to contract for its own janitorial services, in which event the County shall not pay for such services provided by the Developer for the Demised Premises.
- S. Access: The County shall have access to the Building, the Demised Premises, and the Parking Garage twenty-four (24) hours a day, seven (7) days a week, via an electronic security card system. Additionally, the Developer shall work with the County to establish an acceptable system for providing the County's visitors with after-hours ingress to and egress from the Building, Demised Premises, and the Parking Garage, consistent with the Developer's obligations to provide parking.
- T. Security Deposit: None.

- U. Building Security: The Developer shall provide first class Building perimeter security equipment procedures and systems. The County shall be responsible for security service costs for security systems installed by the County for the Demised Premises.
- V. Default. In the event of a Lease termination by reason of a default by the Developer, the parties agree that the damages to which the County will be entitled shall include the then present value of the sum of the Base Rental Revenue for Spaces A, B, and C, after the effective date of the termination of the Initial Term, as shown in the spreadsheet attached hereto as Exhibit B. In addition, the County also shall be entitled to exercise all remedies available under law to recover all other damages it may be entitled to as a result of the Developer's default.

If the County elects, in its sole discretion, to terminate the Lease prior to the end of the Initial Term, or the County is determined by a court of competent jurisdiction, after all appeals periods have ended, to be in default under the terms of the Lease solely for either: (i) failure to pay rent or additional rent; or (ii) use of the Demised Premises for a use not authorized or permitted by Subsection J of this Condition or by the Lease, then the Developer shall be entitled to exercise its Conversion Option (as defined in Condition #96). If the Developer elects to so exercise its Conversion Option upon default by the County, then exercise of such conversion shall be the Developer's sole and exclusive remedy for any damages or other recovery arising out of the County's default of the Lease.

- W. Special County Provisions: The Lease Agreement shall include special provisions applicable to the County's status as a County government addressing the following issues: Appropriation of Funds; Role of the County/County Decisions; No Waiver; Sovereign Immunity; Indemnification and Hold Harmless; No Rights in Third Parties; Ratification of Lease by the County; and Recordation.
 - X. For the purposes of such Lease, the term "County" shall be construed to include sublessee(s), except to the extent such term applies to the County as a Virginia local government.
 - Y. Effective Date. 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. Such Lease shall not be effective until it is approved by the County Board, executed by the parties, and the County Board shall have amended Site Plan #89 to include Conditions #1 and #2.
2. The Developer's Option to Convert Use Restriction ("Conversion Option"): Any time during the last 18 months of the Initial Term, the Developer shall have the right, by delivery of a written notice (the "Notice") to the County Manager, during such period of time, to express its intent to convert the Restricted Space and Bonus Space portions of the

The Developer may exercise the Conversion Option by payment from the Developer to the County of the existing full fair market FAR value, as of the date of delivery of the written notice to the County Manager, for unrestricted Class A office space in the Rosslyn - Ballston corridor for the square footage of the Restricted Space and Bonus Space portions of the Demised Premises ("Conversion Option Payment"). If the County and the Developer are unable to agree, within thirty (30) days of the receipt of the Notice by the County Manager ("Negotiation Period"), upon the existing full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor, then such value shall be determined by a "Three Appraiser Method," as follows:

1. Within ten (10) days after the expiration of the thirty (30) day Negotiation Period, each party shall give written notice to the other setting forth the name and address of an Appraiser (as hereinafter defined) selected by such party who has agreed to act in such capacity, to determine the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor. If either party shall fail to select an Appraiser as aforesaid and such failure shall continue for a period of ten (10) days after receipt of written notice from the other party, then the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor shall be determined by the Appraiser selected by the other party.
2. If each party has selected an Appraiser, then each Appraiser shall thereupon independently make his/her determination of the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor within sixty (60) days after the appointment of the second Appraiser. If the two Appraisers' determinations of the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor are within 5% of each other, then the average of such two determinations shall be deemed to be the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor. If the two Appraisers' determinations are not the same, but the higher of such two determinations is more than one hundred five percent (105%) of the lower of them, then the two Appraisers shall jointly appoint a third Appraiser within ten (10) days after the second of the two determinations

described above has been rendered. The third Appraiser shall independently make his/her determination of the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor within thirty (30) days after his/her appointment. In such event, the highest and the lowest determinations of value among the three Appraisers shall be disregarded and the remaining determination shall be deemed to be the full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor for the purpose of the exercise of the Conversion Option. Each party shall pay for the cost of its Appraiser and one-half of the cost of the third Appraiser.

Within forty-five (45) days of an agreement on, or a determination of, the existing full fair market FAR value for unrestricted Class A office space in the Rosslyn - Ballston corridor, the Developer may exercise the Conversion Option by completing the following requirements:

1. The Developer shall prepare and submit to the County a Release of Restrictions and all other necessary documents, which documents shall be subject to the review and approval by the County Manager, or designee, and approval as to form by the County Attorney;
2. The Developer shall make payment to the County of the Conversion Option Payment;
3. The Developer shall pay all applicable fees, including the fees for review, approval and recording of the Release of Restrictions; and
4. The Developer shall record the Release of Restrictions upon satisfaction of the above requirements. The form of such Release, which form is acceptable to the County, shall be attached to the Lease. Such Release of Restrictions shall be effective upon recordation thereof among the land records of Arlington County, Virginia.

If the above requirements are not fully satisfied within such forty-five (45) day period, then the Conversion Option shall terminate automatically, without the requirement for any further acts of the Developer or the County.

If the Developer does not exercise the Conversion Option by delivery of the Notice and payment of the Conversion Option Payment, then at the expiration of the Lease, the Demised Premises shall remain as Bonus Space, Restricted Space, and Unrestricted Space, as provided in Site Plan #89, as amended.

PREVIOUS COUNTY BOARD ACTIONS
(Specific to the Newseum space)

January 16, 1993	Deferred consideration of the site plan amendment to construct a theater and auditorium and to convert 4,000 square feet of storage space to retail space to the March 6, 1993 meeting.
February 6, 1993	Deferred consideration of the site plan amendment to convert a child care center to museum, museum administration or theater space to the March 6, 1993 meeting.
March 6, 1993	Continued the site plan amendments for the construction of a theater and auditorium; the conversion of 4,000 square feet of storage space to retail space; and conversion of a child care center to museum, museum administration or theater space to the March 10, 1993 meeting.
March 10, 1993	Deferred consideration of the site plan amendment to construct a theater and auditorium and to convert 4,000 square feet of storage space to retail space to the April 3, 1993 meeting. Deferred consideration of the site plan amendment to convert a child care center to museum, museum administration or theater space to the March 20, 1993 meeting.
March 20, 1993	Approved a site plan amendment to convert 15,766 square feet of child care space to museum, museum administration or theater space with conditions.
April 3, 1993	Continued the site plan amendments for the construction of a theater and auditorium and the conversion of 4,000 square feet of storage space to retail space to the April 15, 1993 meeting.
April 15, 1993	Approved a site plan amendment for the construction of a 3,500 square foot theater and auditorium with conditions.

	Approved a site plan amendment for the conversion of approximately 4,000 square feet of storage space to retail GFA with conditions.
June 5, 1993	Approved a site plan amendment for the construction of approximately 13,150 square feet on the existing plaza deck (9,370 sf) and in a new mezzanine area within the existing tower (3,780 sf) for use as an exhibit space with conditions.
July 20, 1996	Approved a site plan amendment to convert an existing loading dock and garage entrance (approximately 7,000 square feet) to a meeting room for visitors to the Newseum.
November 16, 1999	Approved a site plan amendment to expand the 9 th floor Newseum space and the 10 th floor administrative office space, a total of 10,950 square feet, for museum and museum-related uses. (NEVER CONSTRUCTED)
July 9, 2005	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the September 17, 2005 meeting.
September 17, 2005	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the November 15, 2005 meeting.
November 15, 2005	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the January 2006 meeting.
January 21, 2006	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the April 22, 2006 meeting.
April 22, 2006	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the July 8, 2006 meeting.
July 8, 2006	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the September 16, 2006 meeting.

September 16, 2006	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the October 14, 2006 meeting.
October 14, 2006	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the December 9, 2006 meeting.
December 9, 2006	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the January 27, 2007 meeting.
January 27, 2007	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the March 17, 2007 meeting.
March 17, 2007	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the June 9, 2007 meeting.
June 9, 2007	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the September 8, 2007 meeting.
September 8, 2007	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the November 13, 2007 meeting.
November 13, 2007	Deferred a site plan amendment to convert former Newseum space to a use other than a museum to the December 15, 2007 meeting.

Previously Approved Conditions – Specific to the Newseum Space

March 20, 1993

AN ORDINANCE PURSUANT TO APPLICATION SP #89 TO GRANT AN AMENDMENT TO A SPECIAL EXCEPTION FOR A SITE PLAN ON A CERTAIN PARCEL OF LAND KNOWN AS 1101 WILSON BOULEVARD.

The duly advertised hearing at which the public spoke having been held at the March 6, 1993 Meeting and concluded at the March 10, 1993 Recessed Meeting, on motion by Mrs. Bozman, seconded by Mrs. Whipple and carried by a vote of 4 to 0, the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application SP #89 on file in the Office of the Zoning Administrator for a special exception for a site plan amendment for conversion of approximately 13,400 square feet of net useable space on the ninth floor currently used for a child care center to museum, theater, or office space for the parcel of real property known as 1101 Wilson Boulevard, approval is granted for conversion of 15,766 square feet of approved day care gross floor area (approximately 13,400 square feet of net useable space) to museum, museum administration, or theater space, and the parcel so described shall be used only according to the approval requested by the application, subject to all previous conditions and to the following revised conditions:

1. The developer agrees to the conversion of 9,260 square feet of day care gross floor area (GFA) to museum, museum administration, or theater GFA in the building located at 1101 Wilson Boulevard, and the relocation of the day care GFA and conversion of 9,260 square feet of office/commercial GFA to day care GFA in the building located at 1401 Wilson Boulevard, which shall be deemed reasonable uses of the buildings so long as Site Plans SP #89 and SP #7 remain in effect.
2. For the balance of the approved day care GFA that would not be relocated to the 1401 Wilson Boulevard building (6,506 gross square feet of which approximately 4,000 is net useable square feet), the developer agrees to use this space for community use to be restricted to museum, museum administration, and theater uses, in return for the developer making a financial contribution in accordance with Section 36.H.5.a. of the Zoning Ordinance, as follows:
 - a. The developer shall contribute \$100,000 towards the completion of the bridge which is being constructed as part of the Loop Road prior to the relocation of the day care use to the 1401 Wilson Boulevard building.
 - b. Deleted.
 - c. Deleted.
 - d. Deleted.

April 15, 1993

AN ORDINANCE PURSUANT TO APPLICATION SP #89 TO GRANT AN AMENDMENT TO A SPECIAL EXCEPTION FOR A SITE PLAN ON A CERTAIN PARCEL OF LAND KNOWN AS 1101 WILSON BOULEVARD.

On motion by Mrs. Bozman, seconded by Mr. Hunter and carried by a vote of 4 to 0, the Board adopted the following ordinance (noting Mrs. Bozman opposition to construction of a theater and auditorium partially on the North Kent Street ramp abutting the building):

BE IT ORDAINED that, pursuant to application SP #89 on file in the Office of the Zoning Administrator for a special exception for a site plan amendment for construction of a theater and auditorium and associated interior and street-level facade modifications for the parcel of real property known as 1101 Wilson Boulevard, approval is granted and the parcel so described shall be used only according to the approval requested by the application, subject to all previous conditions and the new conditions stated below; and

On motion by Mr. Hunter, seconded by Mrs. Whipple and carried by a vote of 3 to 1, Mrs. Bozman voting "no," the Board adopted the following ordinance (noting Mrs. Bozman's continued opposition to construction of a theater and auditorium partially on the North Kent Street ramp abutting the building):

BE IT FURTHER ORDAINED that, pursuant to application SP #89 on file in the Office of the Zoning Administrator for a special exception for a site plan amendment for construction of a theater and auditorium partially on the North Kent Street ramp abutting the building and associated interior and street-level facade modifications for the parcel of real property known as 1101 Wilson Boulevard, approval is granted and the parcel so described shall be used only according to the approval requested by the application, subject to all previous conditions and the following new conditions:

1. The Freedom Forum shall work with staff to determine the appropriate location for bus parking. If the Freedom Forum requests to use the North Kent Street Park for bus parking, and the County approves that request, then the developer shall be responsible for paying the cost of construction and securing the necessary easements and leasing, and for other appropriate permits and agreements from the County. If the Freedom Forum requests to use Arlington Ridge Road for parking, and the County approves that request, the Freedom Forum shall secure the necessary agreements from the County. The final site development and landscape plan for the parking lot or standing area shall be reviewed by the Department of Public Works and the Department of Parks, Recreation and Community Resources and approved by the County Manager or his designee prior to the issuance of any building permits for this site plan amendment request.
2. The theater shall be designed as part of a single plan that includes the "Park" to ensure compatibility in design with the "Park."

3. The facade of the theater, including the design and materials to be used, shall be reviewed by the Site Plan Review Subcommittee. The theater facade, as well as street level facade modifications along Wilson Boulevard, shall be approved by the County Manager or his designee prior to the issuance of any building permits for the site. If the County Manager does not approve and the Freedom Forum seeks to build the unapproved plan, it must get County Board approval to do so.
4. If at the end of 25 years from the date of the approval of this site plan amendment by the County Board, or thereafter, the County decides to have the Loop Road operational, then the Freedom Forum shall, within six (6) months of notification, remove the structure and its utilities and restore the area to the pre-existing street and sidewalk configuration at its own cost.

AN ORDINANCE PURSUANT TO APPLICATION SP #89 TO GRANT AN AMENDMENT TO A SPECIAL EXCEPTION FOR A SITE PLAN ON A CERTAIN PARCEL OF LAND KNOWN AS 1101 WILSON BOULEVARD.

The Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application SP #89 on file in the Office of the Zoning Administrator for a special exception for a site plan amendment for conversion of approximately 4,000 square feet of storage space on the fifth floor to retail gross floor area for the parcel of real property known as 1101 Wilson Boulevard, approval is granted and the parcel so described shall be used only according to the approval requested by the application, subject to the following condition:

1. The developer shall be allowed to relocate the existing printing firm from the existing retail space located on the sixth floor to the converted storage space on the fifth floor. The uses which shall be allowed in the existing retail space on the sixth floor shall be restricted to museum and museum administration uses only. A floor plan of the converted storage space and the new printing firm use shall be submitted to and approved by the Zoning Administrator prior to issuance of a certificate of occupancy.

June 5, 1993

AN ORDINANCE PURSUANT TO APPLICATION SP #89 TO GRANT AN AMENDMENT TO A SPECIAL EXCEPTION FOR A SITE PLAN ON A CERTAIN PARCEL OF LAND KNOWN AS 1101 WILSON BOULEVARD.

After a duly advertised public hearing at which there were no speakers, on motion by Mr. Hunter, seconded by Mrs. Whipple and carried by a vote of 3 to 2, Mrs. Bozman and Mr. Winslow voting "no," the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application SP #89 on file in the Office of the Zoning Administrator for a special exception for a site plan amendment for construction of approximately 13,150 square feet of gross floor area on the existing plaza deck (9,370 square feet) and in a new mezzanine area within the existing tower (3,780 square feet) for use as exhibit

space, museum administration, and support areas for the parcel of real property known as 1101 Wilson Boulevard, approval is granted and the parcel so described shall be used only according to the approval requested by the application, subject to all previous conditions and the following additional conditions:

1. The uses which shall be allowed in the additional 9,370 square feet of gross floor area (GFA) located on the 9th floor plaza deck, and the 3,780 square feet of GFA to be located in a new 9th floor mezzanine area shall be restricted to museum and museum administration uses only. If at any time the museum-related uses cease, the developer shall have the remaining period of the lease term for the museum space to occupy the space with another museum-related use. If the developer is unsuccessful in occupying the space with a museum-related use during the remaining term of the lease, then the 13,150 square feet of space shall be demolished within six (6) months following the expiration of the lease for the museum space. The final floor plans of the building additions, as well as other building renovations related to the museum use, shall be submitted to and approved by the Zoning Administrator prior to the issuance of any building permits. The developer shall submit appropriate documentation to the Zoning Administrator in order to verify the time period of the lease for the museum space prior to the issuance of any building permits.
2. The developer agrees to provide the 13,150 square feet of new gross floor area consistent with the terms outlined in the letter from the developer to The Freedom Forum Newseum, Incorporated, dated May 20, 1993, and hereby incorporated by reference.
3. The developer and the applicant agree that until the County Board approves a Site Plan Amendment to delay the completion and use of the Rosslyn Loop Road and related bridges for vehicular traffic and to permit construction of a park in its place, no building or other permits for the Newseum will be issued.
4. Provided that the bridge has been completed by the County to a point where commencement of construction of a park may begin, the developer agrees to begin construction of the park on the Rosslyn Loop Road and the related Loop Road bridges and to fully comply with all of the conditions of future site plan amendments, as referenced and required in condition number three above, prior to issuance of a certificate of occupancy for the Newseum. The applicant agrees that the Newseum shall not open and no certificate of occupancy shall be issued for the Newseum prior to the commencement of construction of the park in full compliance with the site plan amendment to be approved by the County Board.

July 20, 1996

AN ORDINANCE PURSUANT TO APPLICATION SP #89 TO GRANT AN AMENDMENT TO A SPECIAL EXCEPTION FOR A SITE PLAN ON A CERTAIN PARCEL OF LAND KNOWN AS 1700 NORTH KENT STREET (FREEDOM FORUM NEWSEUM).

The Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application SP #89 on file in the Office of the Zoning Administrator for a special exception for a site plan amendment for conversion of an existing loading dock and garage entrance consisting of approximately 7,000 square feet to a meeting room for visitors to the Freedom Forum Newseum for the parcel of real property known as 1700 North Kent Street, approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previous conditions.

November 16, 1999

AN ORDINANCE PURSUANT TO APPLICATION SP #89 TO GRANT AN AMENDMENT TO A SPECIAL EXCEPTION FOR A SITE PLAN ON A CERTAIN PARCEL OF LAND KNOWN AS 1101 WILSON BOULEVARD (WILLIAM H. BRAKEFIELD, OWNER; NEWSEUM).

After a duly advertised public hearing at which there were no speakers, on motion by Ms. Favola, seconded by Mr. Lane and carried by a vote of 5 to 0, the voting recorded as follows: Mr. Ferguson - Aye, Ms. Favola - Aye, Mr. Fisette - Aye, Mr. Lane - Aye, and Mr. Zimmerman - Aye, the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application SP #89 on file in the Office of the Zoning Administrator for a special exception for a site plan amendment for expansion of the 9th floor Newseum space and the 10th floor administrative office space for the parcel of real property known as 1101 Wilson Boulevard, approval is granted solely for museum-related uses and the parcel so described shall be used according to the approval requested by the application, subject to the following condition:

1. The uses which shall be allowed in the additional 10,950 square feet of gross floor area located on the expanded 9th and 10th floors shall be restricted to museum and museum-related uses only. The latter uses include, for example, museum offices and areas for support staff. If at any time the museum or museum-related uses cease, the developer shall have the remaining period of the then existing lease term for the museum space to be replaced with another museum or museum-related use. If the developer is unsuccessful in replacing the space with a museum or museum-related use during the remaining period of the then existing lease term, then the 10,950 square feet of space shall be demolished within six (6) months following expiration of the then existing lease term for the museum and museum-related space. The final floor plans of the building additions to the 9th and 10th floors each shall be submitted to and approved by the County Manager or his designee prior to the issuance of any building permits for the additions.