



## ARLINGTON COUNTY, VIRGINIA

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

### SUPPLEMENTAL REPORT

**DATE:** December 15, 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, 13<sup>th</sup> Floor  
Arlington, Virginia 22201

**DISCUSSION:** This report is to provide clarification of one component of the lease deal – parking. The staff report references a total of 15 parking permits to be provided as monthly parking spaces. Rather, according to the condition, the County shall have the right to obtain 25 monthly parking permits for its employees and contractors in the building's parking garage.

Additionally, there is an incorrect reference to Condition #96 in subparagraph V of Condition #1. The reference should be to Condition #2. The condition should read:

- 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

County Manager: \_\_\_\_\_

County Attorney: \_\_\_\_\_

Staff: Jill Griffin, AED, Real Estate Development Group

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 #2 #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.

Finally, the applicant has agreed to a new Condition #3:

3. The Developer agrees to provide \$100,000 on or before March 31, 2008, and collaborate with Arlington County's renewed effort, led by the Department of Economic Development, to identify a museum for the former Newseum space with the goals of: (1) maximizing the economic and cultural potential of the space; (2) providing a regional/national attraction; (3) leveraging private investments while minimizing out-year County capital and operating costs.