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CITY OF ALEXANDRIA  
AND  
CASA CHIRILAGUA

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## LEASE

THIS LEASE (this "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between CITY OF ALEXANDRIA, (hereinafter called "Landlord"), and CASA CHIRILAGUA (hereinafter called "Tenant").

## WITNESSETH:

Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does hereby demise and lease to Tenant (for the term hereinafter stipulated) the premises (hereinafter called the "Premises") being that building and land shown and dimensioned on the site plan attached hereto and made a part hereof as Exhibit "A" (the "Site Plan") located at 4109 Mt. Vernon Avenue, Alexandria, Virginia, and as legally described in Exhibit "A-1", attached hereto and made a part hereof.

The Premises shall consist of a building that is approximately 4,278 rentable square feet.

Landlord hereby leases the Premises to Tenant and hereby grants to Tenant its guests, invitees and licensees the use of all easements, rights and privileges appurtenant thereto.

## ARTICLE 1 TERM AND USE

A. The Tenant shall gain possession of the Premises on September 1, 2016, ("Commencement Date") to perform work detailed in [Exhibit "D" – Proposed Floor Plans]. The Primary Term (herein so called) of this Lease shall begin on September 1, 2016 and shall expire on August 31, 2021 the "Expiration Date". The Primary Term and any Renewal Terms (hereinafter defined) are sometimes collectively referred to herein as the "Term."

B. Provided Tenant is not in default of any material term, condition or covenant contained in this Lease beyond any period for curing same at the time Tenant exercises an option to renew, Tenant shall have one (1) option of renewing this Lease for five (5) years (hereinafter, "Renewal Term"). Notice of the exercise of such option shall be given by Tenant to Landlord in writing not later than nine (9) months prior to expiration of the Primary Term.

C. Tenant shall pay to Landlord, as minimum rent for the Premises during the Term \$3,600 on an annual basis or monthly installments of \$300.00. Tenant shall have the option to extend and renew the lease for one (1) additional five (5) year term, commencing on September 1, 2021 and ending on August 31, 2026 at an annual rent that is mutually agreed upon by the Landlord and the Tenant.

D. The Premises may be used and occupied for a community center and other activities previously consented to in writing by Landlord. Tenant shall provide a log of events held at the Premises upon request, not to exceed a quarterly basis, to the Landlord. Any rental fees generated in connection with such community events shall be payable to Tenant as managing agent of the facility. In addition to Tenant's use, the Premises will be used by a local community farmers' and artisans' market for restroom and stage access on Sundays, from 6:30 AM until 2:00 PM from April 1 through and including October 31, and for an indoor market on Sundays, from 6:30 AM until 2:00 PM from November 1 through and including March 31, including 40 square feet of storage space per a separate agreement between the Tenant and the manager of the Four Mile Run Farmers' and Artisans' Market ("4MRMarket"). The space shall be granted to the 4MRMarket for use rent free during the stated times, per the 4MRMarket's designation as a civic association within the City of Alexandria. Indoor use of the space for the 4MRMarket will require a formal building use agreement signed by both the 4MRMarket and the

Tenant. The Tenant shall be responsible for overseeing and managing the building use agreement with 4MRMarket for the duration of the lease.

**ARTICLE 2**  
**EXHIBITS AND ORIGINAL CONSTRUCTION**

A. The exhibits listed below and attached to this Lease are incorporated herein by reference:

- |               |   |                                       |
|---------------|---|---------------------------------------|
| EXHIBIT "A"   | - | Site Plan of Premises and/or Premises |
| EXHIBIT "A-1" | - | Legal Description of the Premises     |
| EXHIBIT "B"   | - | Proposed Floor Plans                  |
| EXHIBIT "B-1" | - | Description of Floor Plans            |
| EXHIBIT "C"   | - | Engineering Plans                     |

B. Landlord will deliver the Premises to Tenant no later than the Possession Date (the "Delivery Date").

**ARTICLE 3**  
**RENT**

A. The Base Rent and all other payments due by Tenant pursuant to this Lease (the "Additional Rent") (Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent") shall begin to accrue on the Commencement Date.

B. Tenant does hereby covenant and agree to pay to Landlord Three Hundred Dollars (\$300) per month for a total of Thirty-six Hundred Dollars (\$3,600) annually, for the use and occupancy of the Premises (the "Base Rent"). Base Rent shall be payable on the 1<sup>st</sup> of each month. Base Rent shall be paid in U.S. Dollars, in advance, without notice or invoice from Landlord, without setoff or deduction, except as specifically set forth herein, on the first day of each and every quarter during the Term hereof, commencing upon the date on which Base Rent is determined to commence under the provisions of Article 3 hereof and ending upon the first day of the last quarter of the Term. In the event such Base Rent shall be determined under the provisions of Article 3 hereof to commence on a day other than the first (1st) day of a quarter, then the Base Rent for the period from the Commencement Date until the first day of the quarter next following shall be prorated accordingly. All payments of Rent provided for in this Lease shall be mailed to:

Director  
City of Alexandria, Department of Recreation, Parks and  
Cultural Activities  
1108 Jefferson Street  
Alexandria, VA 22314

or to such other address as Landlord may designate in writing to Tenant, provided that Landlord will give Tenant at least ten (10) days' prior written notice of any change of the address to which Rent payments are to be sent.

C. Tenant shall pay Operating Expenses equal to their pro rata square footage (100%) as Additional Rent. "Operating Expenses" shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or incurs during any year because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Premises, or any portion thereof. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities, trash removal, snow abatement, the cost of operating, repairing, maintaining, and renovating the utility, telephone, mechanical, sanitary, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections; Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not, however, include:

- (a) costs, including legal fees, space planners' fees, advertising and promotional expenses (except as otherwise set forth above), and brokerage fees incurred in connection with the original construction or development, or original or future leasing of the Premises, and costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for new tenants initially occupying space in the Premises after the Lease Commencement Date or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Premises;

- (b) except as set forth in items above, depreciation, interest and principal payments on mortgages and other debt costs, if any, penalties and interest, costs of capital repairs and alterations, and costs of capital improvements and equipment;

- (c) costs for which the Landlord is reimbursed by any tenant or occupant of the Premises or by insurance by its carrier or any tenant's carrier or by anyone else, and electric power costs for which any tenant directly contracts with the local public service company;

- (d) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

- (e) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Premises (which shall specifically include, but not be limited to, accounting costs associated with the operation of the Premises). Costs associated with the operation of the business of the partnership or entity which constitutes the Landlord include costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of the Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Premises, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Premises management, or between Landlord and other tenants or occupants;

- (f) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Premises unless such wages and benefits are prorated to reflect time spent on operating and managing the Premises vis-a-vis time spent on matters unrelated to operating and managing the Premises; provided, that in no event shall Operating Expenses for purposes of this Lease include wages and/or benefits attributable to personnel above the level of Premises manager;



(g) any costs expressly excluded from Operating Expenses elsewhere in this Lease;

(h) costs arising from property damage resulting from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services;

(i) costs incurred to comply with laws relating to the removal of hazardous material (as defined under applicable law) which was in existence in the Building or on the Premises prior to the Lease Commencement Date, and was of such a nature that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such hazardous material, in the state, and under the conditions that it then existed in the Building or on the Premises, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto; and costs incurred to remove, remedy, contain, or treat hazardous material, which hazardous material is brought into the Building or onto the Premises after the date hereof by Landlord or any other tenant of the Premises and is of such a nature, at that time, that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such hazardous material, in the state, and under the conditions, that it then exists in the Building or on the Premises, would have then required the removal of such hazardous material or other remedial or containment action with respect thereto;

(j) costs incurred by Landlord for the repair of damage to the Building to the extent that Landlord is reimbursed by insurance or condemnation proceeds or by tenants, warrantors or other third persons;

(k) costs of Landlord's general corporate overhead; all items and services for which Tenant or any other tenant in the Building reimburses Landlord (other than through operating expense pass-through provisions);

(l) utilities for which any tenant directly contracts with the local public service company;

(m) costs arising from Landlord's charitable or political contributions;

(n) costs incurred in connection with upgrading the common areas of the Building to comply with handicap (including ADA), life, fire and safety codes as such codes are interpreted to apply to the Premises by the responsible public officials;

(o) tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments and/or to file any income tax or informational returns when due;

(p) costs associated with roof repairs or replacements;

(q) costs of signs in or on the Building (other than building directory signs) identifying the owner of the Building or other tenants' signs; and

(r) except as expressly provided to the contrary in this Lease, any other expense that, under generally accepted building operation, consistently applied, would not be considered a normal maintenance or operating expense.

D. In case of severe weather, rental commitments may be cancelled due to weather conditions.

E. Tenant shall pay a late charge of \$100 for any rental payment not made within ten (10) days of the due date of Rent. Payment of a late charge shall not cure any such default.

#### **ARTICLE 4** **SECURITY DEPOSIT**

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "Security Deposit") in the amount of Nine Hundred Dollars (\$900), as security for the faithful performance by Tenant of all of its obligations under this Lease. If Tenant is in default beyond any applicable cure periods with respect to any provisions of this Lease, Landlord may, without notice to Tenant, but shall not be required to, apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default and Tenant shall, upon demand therefor, restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant within thirty (30) days following the expiration of the Term.

## **ARTICLE 5**

### **CONDITION OF PREMISES**

The Premises are delivered to Tenant "as is."

## **ARTICLE 6**

### **REPAIRS AND MAINTENANCE**

A. During the Term of this Lease, Tenant shall be responsible for all maintenance expenses at the Property with the exception that, at Landlord's sole cost and expense, Landlord shall install and maintain a replacement roof of the building on the Premises. Any damage to the roof caused by Tenant and/or its agents shall be the responsibility of the Tenant. Landlord shall coordinate with Tenant and both parties shall mutually agree on a date for the new roof installation. During the term of this lease Tenant shall have the right to report to Landlord any latent defects which are in need of repair based upon the obligation of Landlord to maintain and repair the roof and the Premises" structural and foundational elements.

B. Tenant shall install, maintain, repair, and replace, to the extent necessary, all HVAC systems serving the Premises.

C. Tenant shall not make any alterations, additions, improvements, repairs in or on the Premises, without Landlord's prior written consent with the exception of the HVAC system. Such consent shall not be unreasonably withheld.

D. In the event Tenant desires to make any alterations, additions or improvements to the Premises, Tenant shall submit plans and specifications to Landlord for Landlord's written approval. Tenant, in making any alterations, additions or improvements, shall comply with all applicable laws, orders, and regulations of federal, state and city authorities, and with any directive by any public officer pursuant to law, and with all regulations of any board of fire underwriters having jurisdiction over the Premises. Tenant shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy, written permissions and other governmental approvals which may be required in connection with the making of any alterations, additions or improvements as contemplated by this Article. Tenant shall promptly pay all costs and expenses in connection with the making of any alterations, additions or improvements. Tenant shall indemnify and hold Landlord harmless from and against any claims arising out of such work. All work performed by Tenant shall be done in a good and workmanlike manner.

E. Throughout the performance of any work by Tenant in or on the Premises, it agrees, as its sole cost and expense, to carry or cause to be carried workmen's compensation insurance in statutory limits and general liability insurance and property damage insurance as provided in this Lease.

F. Tenant will not create or permit to be created or remain, and will discharge any lien, encumbrance, security interest or charge (levied on account of any imposition of any mechanics', laborers' or materialmen's lien which might be or become a lien, encumbrance, or charge upon the Premises or any part thereof of the income therefrom) arising from Tenant's alterations, additions or improvements in or upon the Premises.

## **ARTICLE 7**

### **ENVIRONMENTAL INDEMNIFICATION**

A. For purposes of this Lease, the term "Hazardous Material" shall mean any substance, material or waste as to which liability or controls may be imposed under Environmental Laws. The term "Environmental Laws" shall mean all federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all common law and all other legal requirements concerning public health or safety, worker health and safety, pollution or protection of the environment.

B. Landlord has furnished to Tenant copies of all environmental reports, audits, assessments and other material environmental documentation relating to the Premises which are in its possession or under its reasonable control.

C. Tenant shall, at all times, indemnify, defend, and hold harmless Landlord from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) (collectively "Losses") arising out of or resulting from (i) any spills, releases, disposal or discharges of, contamination by, or exposure to, Hazardous Materials at, onto, beneath, from or affecting the Premises ("Hazardous Material Releases") to the extent first caused by the operation or use of the Premises by Tenant or its employees or its agents or contractors during the Term; (ii) the presence of Hazardous Materials that Tenant brings or allows to be brought onto the Premises during the Term; or (iii) the failure by Tenant to comply with applicable Environmental Laws.

D. Landlord shall indemnify, defend, and hold harmless Tenant from and against any and all Losses arising out of or resulting from (i) any Hazardous Material Releases, whenever caused, arising or occurring, except to the extent caused by the operation or use of the Premises by Tenant or its employees or agents during the Term; (ii) the presence of Hazardous Materials at, on, or under the Premises on or prior to the Commencement Date or brought onto the Premises following the expiration or termination of this Lease; (iii) failure by Landlord to comply with applicable Environmental Laws; and (iv) failure of any other person or entity prior to the Commencement Date or following the expiration or termination of this Lease to comply with Environmental Laws. In the event of any governmental or court order or ongoing investigation or cleanup concerning Hazardous Materials on the Premises prior to the Commencement Date (not caused or exacerbated by the action of Tenant or Tenant's agents, contractors, or employees) that precludes Tenant from reasonable operation of its business on the Premises, Tenant may cease operating and Rent and all other charges shall be abated until such time as Tenant may resume reasonable operation of its business on the Premises.

E. The foregoing indemnities shall survive the early termination or expiration of this Lease. Each party shall promptly notify the other upon becoming aware of (i) any claims or demands, or any enforcement, cleanup or other regulatory or judicial action, threatened, made, or initiated with respect to the Premises pursuant to Environmental Laws, including without limitation those relating to the presence or release of any Hazardous Material on the Premises or

the migration thereof from or to any other property; and (ii) the imposition of any lien arising under Environmental Laws on the Premises.

## **ARTICLE 8**

### **TENANT BUILDOUT**

A. Except as expressly permitted by this Article 9, Tenant shall make no changes, additions, improvements, substitutions or decorations in or to the Premises of any nature without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall obtain all required building permits, licenses and other governmental approvals as may be required in connection with same, and shall cause all alterations or changes to be performed in a good and workmanlike manner. Landlord hereby approves of such Tenant alterations as shown on Exhibits D and D-1, however, Landlord's final consent for Tenant to make such alterations shall be given once the Landlord has reviewed and approved Tenant's final plans. Tenant shall not make any alterations to the Premises unless such alterations are required to be made pursuant to the provisions of this Lease, in which event the alterations will be made in accordance with the requirements of Articles 6 and 9.

B. Any and all warranties for work, equipment and/or improvements done by Tenant shall be in the name of Landlord.

C. It shall be Landlord's sole responsibility to repair and replace the current roof. Landlord or an agent of the Landlord shall obtain all required building permits, licenses and other governmental approvals as may be required in connection with same. All work done by Landlord or an agent of the Landlord pertaining to the replacement and repair of the current roof shall be performed in a good and workmanlike manner and completed within a reasonable amount of time. Following the completion of the work, it shall be the Landlord's sole responsibility to maintain the roof and make any future repairs or replacements if necessary including but not limited to repairs that may be required due to Alexandria Police Department access as set forth in Article 17, paragraph b, below.

D. It shall be Tenant's sole responsibility to replace the current HVAC system. Landlord and Tenant shall use commercially reasonable efforts to coordinate the HVAC and roof replacement. All work done by Tenant or an agent of the Tenant pertaining to the replacement and repair of the current HVAC system shall be performed in a good and workmanlike manner. If the lease is terminated at any time before the Expiration Date, unless due to Tenant default, Landlord shall reimburse Tenant, a pro-rated percentage based on the hard costs of the buildout and HVAC system over the life of the five-year lease. For example, after a three-year departure the Landlord will reimburse the Tenant for remaining 2 years of 5 year Initial Lease Term period (or 40% of the agreed value of the buildout and HVAC). Upon completion of the Tenant buildout and the installation of the HVAC system, the parties shall agree on the total costs of the buildout. Upon execution of lease Tenant will provide Landlord engineering plans prior to any changes to the premises being made.

## **ARTICLE 9**

### **FIXTURES AND PERSONAL PROPERTY**

A. Any trade fixtures, furniture, supplies, business equipment, inventory, trademarked items, signs, and other removable personal property installed in or on the Premises by Tenant at its expense or owned by Tenant at or after the Commencement Date ("Tenant's

Property") shall remain the property of the Tenant. Landlord agrees that Tenant shall have the right, at any time or from time to time during the Term, to remove any and all of Tenant's Property or add additional items of Tenant's Property. Tenant at its expense shall repair any damage occasioned by the installation or removal of Tenant's Property.

B. Tenant shall at the expiration of the Lease Term, including any renewal thereof, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and deliver the building in broom-clean, as-is condition.

## **ARTICLE 10**

### **LIENS**

Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge upon the Premises arising out of any work or claim of any contractor, mechanic, laborer or supplier of material to Tenant. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Premises shall be filed against the Premises, Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond and shall furnish evidence of such discharge to Landlord.

## **ARTICLE 11**

### **LAWS AND ORDINANCES**

Tenant agrees to comply with all laws, ordinances, orders, and regulations regarding the use and occupancy of the Premises. Tenant agrees to comply all regulations and requirements of any insurance underwriter, inspection bureau or similar agency with respect to improvements to the Premises installed by Tenant. Tenant also agrees to permit Landlord to comply with such recommendations and requirements with respect to that portion of the Premises which Landlord is responsible to repair and maintain as set forth in Article 7 of this Lease.

## **ARTICLE 12**

### **UTILITIES**

A. Landlord at its expense agrees to cause the necessary mains, conduits and other facilities to be provided to make water, sewer, gas, phone and electricity available to the Premises and to make available to Tenant water, sewer, gas, phone and electrical services prior to the Commencement Date. Landlord shall use its best efforts to cause all utilities provided to the Premises to be separately metered. Tenant shall be solely responsible for and promptly pay all charges for the use and consumption of sewer, gas, electricity, water, phone and all other utility services used within the Premises during the Term. Landlord shall not be liable to Tenant for damages or otherwise if the utilities or services are interrupted or terminated because of necessary repairs, installations, or improvements, or any cause beyond the Landlord's reasonable control, nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder, there shall be an abatement of all Rent hereunder during such time period. If such interruption shall continue for a period of more than seven (7) days, Tenant may terminate the Lease upon written notice to Landlord.

B. Tenant shall keep the Premises reasonably cleaned and swept, drained, free of snow, ice, standing water, rubbish and other obstructions. Landlord shall be responsible for snow

and ice removal on all public walkways and as a scheduled priority in accordance with the [City Snow Plan.]

**ARTICLE 13**  
**DAMAGE TO PREMISES**

A. If the Premises are damaged by fire or other casualty, this Lease and all obligations hereunder, may immediately terminate at will of Tenant

B. All insurance proceeds except those proceeds which Tenant can prove are to be rightfully paid to Tenant under any insurance policy and or agreement with the Landlord, and necessary for the proper rehabilitation of the facility for program use, shall be paid to and become the sole property of the Landlord.

**ARTICLE 14**  
**INSURANCE**

A. Landlord agrees to carry, at Landlord's sole cost and expense, during the Term hereof all risk property insurance (hereinafter, "Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, rent insurance, sprinkler leakage and all other perils of direct physical loss or damage, and other coverages customary for similar buildings in the vicinity, insuring the Premises and the improvements and betterments located in the Premises and all appurtenances thereto (excluding Tenant's Property) for the full replacement value thereof.

B. Tenant agrees to carry Commercial General Liability insurance on the Premises during the Term covering both Tenant and Landlord as their interest may appear, with companies reasonably satisfactory to Landlord and giving Landlord and Tenant a minimum of ten (10) days' written notice by the insurance company prior to cancellation, termination or change in such insurance. Such insurance shall be for limits of not less than One Million Dollars (\$1,000,000.00) combined Bodily Injury and Property Damage Liability in separate limits for each of the following: General Aggregate, Products-Completed Operations Aggregate, Each Occurrence, Personal & Advertising Injury, and Fire Damage, limits of Five Hundred Thousand Dollars (\$500,000.00). Tenant also agrees to carry during the Term hereof all risk property insurance covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage, and business interruption insurance, insuring the Premises and the improvements and betterments located in the Premises and all appurtenances thereto (the "Tenant's Property") for the full replacement value thereof. Landlord agrees that Tenant may satisfy its insurance obligations in this Article by a blanket insurance policy maintained by Tenant or its parent covering the Premises and other properties. Landlord agrees that it shall not have any right, title or interest in and to Tenant's insurance covering Tenant's Property located on or within the Premises or any proceeds therefrom.

C. The policies maintained by Tenant pursuant to this Article 15 shall (a) be on an occurrence basis, (b) provide primary coverage and not call upon any other insurance procured by other parties for defense, payment or contribution, and (c) contain endorsements requiring a minimum of ten (10) days' advance written notice to named insureds (including additional named insureds) of any cancellation or reduction in coverage. Any such policy may be a so-called blanket policy covering additional locations, provided that such coverage is not diminished or limited by virtue of such coverage being provided by a blanket policy as opposed to an individual policy. On the Commencement Date, and at least fifteen (15) days prior to the

expiration of any existing policy, Tenant will provide the Landlord with certificates of required insurance, and evidence of property insurance on Acord Form 27. All property insurance policies with respect to the Premises carried by Tenant shall name Landlord and a lender designated by Landlord as additional insured parties as their interest may appear, and in the case of liability policies, as additional insureds.

D. Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. This waiver shall not be required if the insurance carrier charges an additional premium in order to provide such waiver and the party benefitting from the waiver does not agree to pay the additional premium after notice of such charge.

#### **ARTICLE 15** **INDEMNIFICATION**

A. Except as otherwise provided in Article 8, Tenant hereby indemnifies and holds Landlord harmless from and against any and all claims, demands, liabilities and expenses, including attorneys' fees, arising from Tenant's use of the Premises or from performance of or failure to perform its obligations under this Lease, or from any act, or any omission to act, in or about the Premises by Tenant or its agents, employees or contractors, except to the extent caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

B. Except as otherwise provided in Article 8, Landlord hereby indemnifies and holds Tenant harmless from and against any and all claims, demands, liabilities and expenses, including attorneys' fees, arising from Landlord's performance of or failure to perform its obligations under this Lease or any actions or from acts, or any omission to act, in or about the Premises by Landlord or its agents, employees, contractors or invitees, except to the extent caused by Tenant's negligence or willful misconduct. In the event any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

#### **ARTICLE 16** **ASSIGNMENT, SUBLETTING AND OWNERSHIP**

A. Tenant shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned.

#### **ARTICLE 17** **ACCESS TO PREMISES**

A. Tenant shall have access to the Premises twenty-four (24) hours a day, three hundred sixty five (365) days a year.

B. If not an emergency and with reasonable notice to Tenant, the Landlord and its agents shall be entitled to enter the Premises at any reasonable time: (a) to inspect the Premises; (b) The Alexandria Police Department shall have access at all times to the Property, including but not limited to access to the roof hatch; (c) to show the Premises to any existing or prospective

purchaser, tenant or mortgagee thereof, (d)to make any alteration, improvement or repair to the Building or the Premises, or (e)for any other purpose relating to the operation or maintenance of the Property; provided, that the Landlord shall (a) (unless doing so is impractical or unreasonable because of an emergency) give the Tenant at least 24 hours prior notice of its intention to enter the Premises, and (b) use reasonable efforts to avoid thereby interfering more than is reasonably necessary with the Tenant's use and enjoyment thereof.

C. Three times per year the Landlord will have access and use of the building for the purpose of hosting community events.

## **ARTICLE 18**

### **DEFAULTS BY TENANT**

A. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(i) Any failure by Tenant to pay Rent or make any other payment required to be made by Tenant hereunder within ten (10) days after receipt of written notice from the Landlord; or

(ii) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by the Tenant where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and Tenant proceeds to diligently cure the default.

B. In the event of any such default or breach by Tenant, then Landlord shall be entitled to:

(i) Terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to so surrender the Premises, then Landlord may, without prejudice to any other remedy it has for possession of the Premises or arrearages in Rent or other damages, re-enter and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part thereof, in accordance with applicable law. Upon any such termination, Landlord shall be entitled to recover an amount equal to the difference between the aggregate rent reserved hereunder for the then-unexpired term of this Lease and the then aggregate rental value of the Premises for the balance of the terminated Term, provided, however, that if any statute governing the proceeding in which such damages are to be proved specifies the amount of such claim, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute.

(ii) Terminate Tenant's right to possession without terminating the Lease, in which event Landlord shall have the right to re-enter the Premises and re-let the Premises and, if Tenant fails to surrender and deliver the Premises, then Landlord shall have the right to dispossess Tenant and any occupants thereof by summary proceedings upon ten (10) days' prior notice, and without prejudice to any other remedy which Landlord may have. No re-entry by Landlord shall be deemed a surrender of this Lease. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter elect to terminate this Lease. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or by law, nor shall pursuit of any remedy constitute a forfeiture or waiver of any Rent due to Landlord under the Lease or of any damages accruing to Landlord by reason of the violation of any of the terms provisions and covenants contained in this Lease. No waiver



by Landlord of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease and forbearance by Landlord to enforce one or more of the remedies provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. In the event of re-letting the Premises or termination of this Lease, in either case as a result of a default or breach, Tenant shall be liable to Landlord for all expenses Landlord incurs including reasonable legal fees related to enforcing this Lease and making any new lease, brokerage commissions in obtaining another tenant, and reasonable expenses incurred in putting the Premises in good order and preparing the Premises for re-rental, including any tenant improvement allowance and free rent. Any re-letting may be for a term shorter or longer than the balance of the Term of this Lease.

(iii) Exercise any other right or remedy available to Landlord whether at law and/or in equity, it being understood that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies and benefits available to Landlord whether at law, equity or otherwise.

C. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant. In connection with any entry by Landlord pursuant to this Section 19, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises by picking or changing locks, in necessary and lock out, expel or remove Tenant and any other person who may be occupying all or any part of the Premises without being liable for prosecution of any claim for damages.

D. In the event of any default by Tenant under this Lease, Landlord shall in each case use commercially reasonable efforts to mitigate its damages.

E. In addition to other damages and reimbursements set forth in this Lease upon a default or breach, Landlord shall be entitled to reimbursement for out-of-pocket expenses and the difference, if any, between the fair rental value of the Premises for the remainder of the Term, excluding any unexercised Renewal Term, and the Rent reserved in this Lease.

## **ARTICLE 19**

### **DEFAULTS BY LANDLORD**

If Landlord should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the default within such thirty (30) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, at its option, upon written notice incur any reasonable expense necessary to perform the obligation of Landlord specified in such notice and deduct such expense from the Rent or other charges next becoming due.

## **ARTICLE 20**

### **SURRENDER OF PREMISES**

A. Upon the expiration of the Term granted herein, or any earlier termination of this Lease for any cause, Tenant shall surrender to Landlord the Premises and all alterations,

improvements and other additions which may be made or installed by either party to, in, upon or about the Premises, other than Tenant's Property which shall remain the property of Tenant as provided herein.

B. If the Premises are not surrendered upon the expiration or sooner termination of this Lease, such holding over shall not be deemed to extend the Term or renew this Lease or to have created or be construed as a tenancy and Landlord shall be entitled to evict or dispossess Tenant without the necessity of further notice. However, Tenant shall pay, until such time as Tenant complies with this Section, in monthly installments in advance, on the first day of each and every month of such holding over, one hundred fifty percent (150%) of the monthly installment of Base Rent payable during the last month of the Term, and all Additional Rent due under this Lease. In addition to such monthly Base Rent to be paid by Tenant during such holdover, Tenant hereby indemnifies Landlord against liability resulting from delay by Tenant in not surrendering the Premises as required, including any claims made by any succeeding tenant or prospective tenant founded upon such delay. Tenant's obligations under this Section shall survive the expiration or sooner termination of this Lease.

**ARTICLE 21**  
**ATTORNEYS' FEES**  
Intentionally Omitted.

**ARTICLE 22**  
**NOTICES**

Notices and demands required or permitted to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight courier service and shall be deemed to have been sent on the date the same is postmarked if sent by certified mail or the day deposited with Federal Express or such other reputable overnight courier service, but shall not be deemed received until two (2) business days following deposit with Federal Express or other reputable overnight courier service or three (3) business days following deposit in the United States Mail if sent by certified mail. All notices shall be addressed as follows:

**TO LANDLORD:**

Director, City of Alexandria's Department of  
Recreation, Parks and Cultural Activities  
1108 Jefferson Street  
Alexandria, VA 22314

With a copy to:  
City Attorney  
301 King Street, Suite 1300  
Alexandria, VA 22314

**TO TENANT:**

Prior to Commencement Date:

3846 King Street  
Alexandria, VA 22302  
Attn: Executive Director

After Commencement Date:

4109 Mt. Vernon Avenue  
Alexandria, VA 22302  
Attn: Executive Director

or at such other address requested in writing by either party upon thirty (30) days' notice to the other party. Notice may be given by counsel for a party.

**ARTICLE 23**  
**REMEDIES**

All rights and remedies of Landlord and Tenant herein created or otherwise extending at law are cumulative, and the exercise of one or more rights or remedies may be exercised and enforced concurrently or consecutively and whenever and as often as deemed desirable.

**ARTICLE 24**  
**SUCCESSORS AND ASSIGNS**

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that the provisions of Article 17 are not impaired by this Article 24.

**ARTICLE 25**  
**WAIVER**

The failure of either Landlord or Tenant to insist upon strict performance by the other of any of the covenants, conditions, and agreements of this Lease shall not be deemed a waiver of any subsequent breach or default in any of the covenants, conditions and agreements of this Lease. No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of keys or by other means whatsoever unless the same is evidenced by Landlord's written acceptance of the surrender.

**ARTICLE 26**  
**INTERPRETATION**

The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant. No provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto.

**ARTICLE 27**  
**COVENANT OF TITLE AND QUIET ENJOYMENT**

Landlord covenants that it has full right, power and authority to make and execute this Lease, subject only to matters of record affecting title, Tenant or any permitted assignee or sublessee of Tenant, upon the payment of the Rent and performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises and improvements thereon during the Term or any renewal or extension thereof.

**ARTICLE 28**  
**ESTOPPEL**

At any time and from time to time either party, upon request of the other party, will execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease, a copy of which will be attached to the instrument, is a true and exact copy of the Lease between

the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the Lease is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Tenant or Landlord, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party or, if facts constituting a default are known, specifying the same. Such instrument will be executed by the other party and delivered to the requesting party within fifteen (15) days of receipt. If the estoppel instrument is not executed and delivered within fifteen (15) days, the statements made in the estoppel request shall be deemed to be correct.

**ARTICLE 29**  
**RECORDING**

Neither Landlord nor Tenant shall record this Lease.

**ARTICLE 30**  
**FORCE MAJEURE**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reasons of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "Permitted Delay" or "Permitted Delays"), such party shall be excused from performance for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay. The maximum period of time which Landlord may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days. This Article 32 shall not apply to payment of Rent.

**ARTICLE 31**  
**CONSENT**

Wherever in this Lease Landlord or Tenant is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided in this Lease, if no written response to a consent or request for approval is provided within fifteen (15) business days from the receipt of the request, then the consent shall be presumed to have been given.

**ARTICLE 32**  
**WAIVER OF LANDLORD'S LIEN**

Landlord hereby waives any contractual, statutory or other Landlord's lien on Tenant's Property or on the Tenant's interest created by this Lease.

**ARTICLE 33**  
**TITLE**

Landlord shall cooperate with Tenant if Tenant desires to obtain a title insurance policy insuring Tenant's leasehold estate. Landlord agrees to execute all affidavits and instruments

reasonably necessary for the issuance of the leasehold policy. Tenant shall bear the cost of the leasehold policy.

**ARTICLE 34**  
**ZONING, DEED RESTRICTIONS, ETC.**

If, within a reasonable amount of time, Tenant is unable to receive the proper certificates of occupancy, non-residential use permits, building permits, sign permits, variances, and other governmental approvals necessary to use the Premises pursuant to Article 1, the Tenant shall have the option to terminate the Lease.

**ARTICLE 35**  
**SEVERABILITY**

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

**ARTICLE 36**  
**GOVERNING LAW AND VENUE**

This Lease shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to its conflicts of laws principles.

**ARTICLE 37**  
**TIME OF THE ESSENCE**

Time shall be of the essence in interpreting the provisions of this Lease.

**ARTICLE 38**  
**SECURITY**

With the prior written consent of the Landlord, Tenant will install security measures at the Premises at the Tenant's sole cost and expense.

**ARTICLE 39**  
**ENTIRE AGREEMENT**

This Lease contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Lease and no prior agreement, letters, representations, warranties, promises or understandings pertaining to any such matters shall be effective for any purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

**ARTICLE 40**  
**PRELIMINARY NEGOTIATIONS**

The submission of this lease form by Tenant for examination does not constitute an offer to lease or a reservation of an option to lease. In addition, Landlord and Tenant acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Premises made by their respective employees or agents. It is their intention

that neither party be legally bound in any way until this Lease has been fully executed by both Landlord and Tenant.

**ARTICLE 41**  
**SIGNAGE**

Tenant shall have the right to display interior and exterior signage which has been previously authorized in writing by the Landlord and complies with all applicable federal, state and local laws and regulations. All tenant signage on the building and within the Premises shall be fabricated, installed, maintained and repaired at Tenant's sole expense. Tenant shall obtain all permits and licenses required by law for the display of its signage. Provided that same comply with applicable codes, statutes, regulations and ordinances and are professionally prepared and installed within the Premises.

**ARTICLE 42**  
**TERMINATION OPTION**


Tenant shall have an ongoing right to terminate the Lease at any time after the first twelve (12) months of the Term ("Termination Option"). In the event Tenant elects to exercise Termination Option, Tenant shall provide six (6) months' prior written notice of such election to Landlord. Tenant shall reimburse Landlord for any unamortized transaction costs and pay to Landlord a fee equal to three (3) months' Base Rent. In addition, if Tenant terminates lease the Landlord shall not be required to reimburse Tenant for any costs associated with the build out and/or installation of the HVAC system as set forth in Article 8, above.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first mentioned, the corporate party or parties by its or their proper officers thereto duly authorized.


**TENANT:**

**CASA CHIRILAGUA**

By:   
Name: Dawnielle Miller  
Title: Executive Director

**LANDLORD:**

**CITY OF ALEXANDRIA**

By:   
Name: \_\_\_\_\_  
Title: Mark B. Links, City Manager

APPROVED AS TO FORM:  
  
ASSISTANT CITY ATTORNEY

State of Virginia )  
City of Alexandria )

SS:

On this 15<sup>th</sup> day of April, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared Dawnielle Miller, Executive Director of Casa Chirilagua, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.



[Signature]

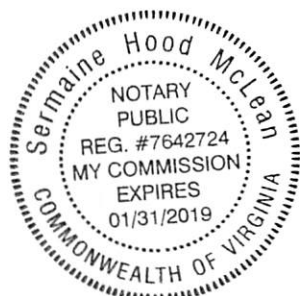
Notary Public

My commission expires: 1/31/2018

State of Virginia )  
City of Alexandria )

SS:

On this 12<sup>th</sup> day of April, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared Mark B. Jinks, City Manager of City of Alexandria, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.



[Signature]

Notary Public

My commission expires: 1/31/2019



**EXHIBIT "A"**  
**Site Plan of Premises**

**EXHIBIT "A-1"**  
**Legal Description of the Premises**

[Acknowledgment of Landlord]

State of \_\_\_\_\_ )

) SS:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

**EXHIBIT "B"**  
**Proposed Layout Plans**

**EXHIBIT "B-1"**  
**Description of Proposed Layout Plans**

**A-1 Proposed Floor Plan – Casa Chirilagua Program Use**

A-1 is the proposed interior floor plan for the Conservatory at Four Mile Run. Please see the notes in the margin of the A-1 layout for further explanation of proposed structural detail including proposed materials.

This particular layout of the flexible space reflects how it can be used to meet Casa Chirilagua's day to day administrative and programmatic needs as it continues to build relationships with families and serve the Alexandria neighborhood through after school, mentoring, leadership development, family strengthening and parent empowerment programs.

**A-2 Proposed Floor Plan – Meeting Rooms**

A-2 is the same structural floor plan as A-1; however, this lay out reflects how the space can be used for larger gatherings and community events. Two sets of double-doors on the dividable classroom space creates an open environment for the flow of people through the entire space for large community gatherings. These double doors can easily be closed to create two medium-sized meeting spaces allowing two gatherings at one time. If needed, the accordion partitions in the dividable meeting space allow for the space to be divided into smaller rooms creating an ability for multiple classes or meetings to occur simultaneously. A modification in the text of this layout will be to change the space labeled 'Casa Counseling' to the Executive Director's (ED's) office. As this will be the ED's office and will serve as a place to address private personnel matters.

**A-3 Proposed Ceiling Layout**

A-3 is based on the existing ceiling grid and denotes slight adjustments which will need to be made based on the new suggested floor plans. As noted in the legend there will be new acc. ceiling near the accordion partitions and one relocated light. This layout demonstrates that the addition of the partitions will not obstruct the existing ceiling grid and lighting plans.

\*Additional duct work for the HVAC system is not taken into account on these plans and will be addressed in the engineering plan.

**EXHIBIT "C"**

**Engineering Plan**

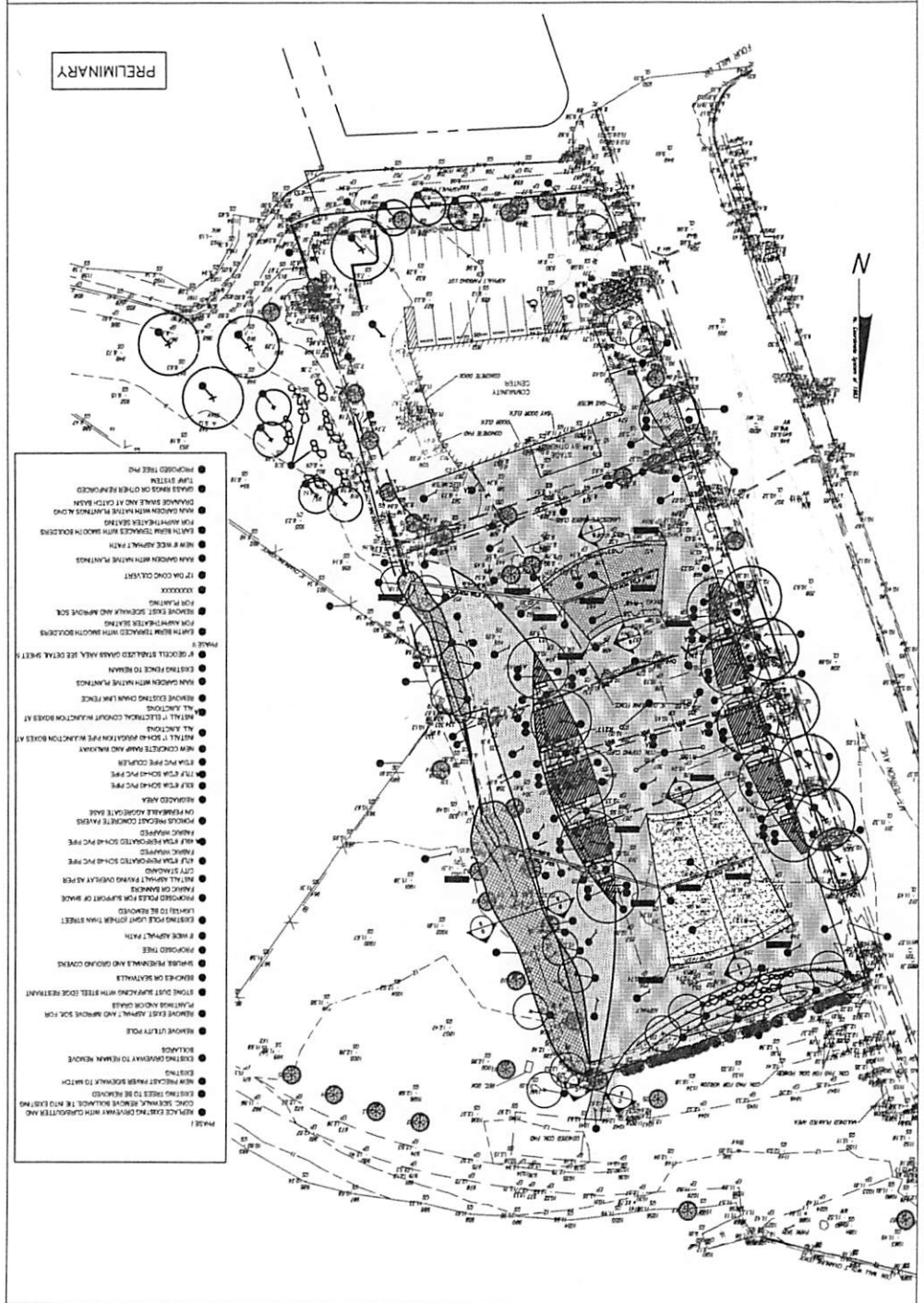
(To be provided to landlord after the execution of the lease and prior to commencement of build out.)

**EXHIBIT "A"**  
**Site Plan of Premises**

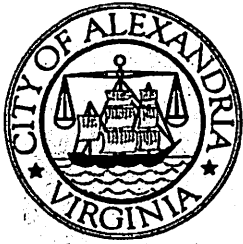




## FOUR MILE RUN PARK EXPANSION



**EXHIBIT "A-1"**  
**Legal Description of the Premises**



DOCKET ITEM #8

**Special Use Permit #2010-0015**

**4109 Mount Vernon Avenue**

8  
6-12-10

Application	General Data	
<b>Request:</b> Consideration of a request to operate a community/public building	<b>Planning Commission Hearing:</b>	June 1, 2010
	<b>City Council Hearing:</b>	June 12, 2010
<b>Address:</b> 4109 Mount Vernon Avenue	<b>Zone:</b>	NR / Neighborhood Retail
<b>Applicant:</b> City of Alexandria	<b>Small Area Plan:</b>	Potomac West

**Staff Recommendation:** APPROVAL subject to compliance with all applicable codes and ordinances and the recommended permit conditions found in Section III of this report.

**Staff Reviewers:** Maya Contreras: [maya.contreras@alexandriava.gov](mailto:maya.contreras@alexandriava.gov)

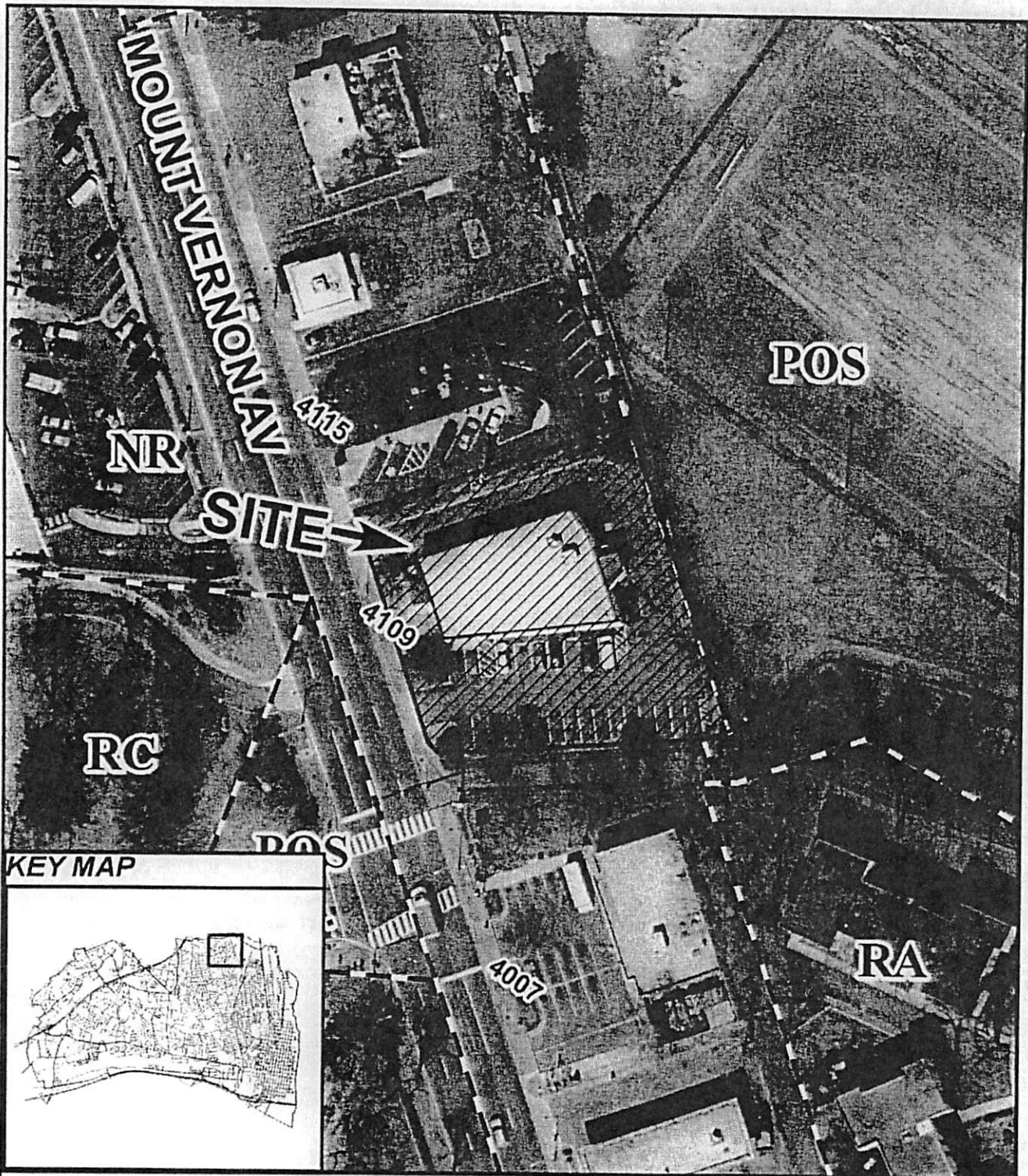
**PLANNING COMMISSION ACTION, JUNE 1, 2010:** On a motion by Ms. Fossum, seconded by Mr. Dunn, the Planning Commission voted to recommend approval of the Special Use Permit request, subject to compliance with all applicable codes, ordinances and staff recommendations. The motion carried on a vote of 7 to 0.

**Reason:** The Planning Commission agreed with the staff analysis.

**Speakers:**

Judy Noritake, Architects Anonymous, explained the proposal further and spoke in support of application.

Marlin Lord spoke in support of the proposal.



SUP #2010-0015

06/01/10



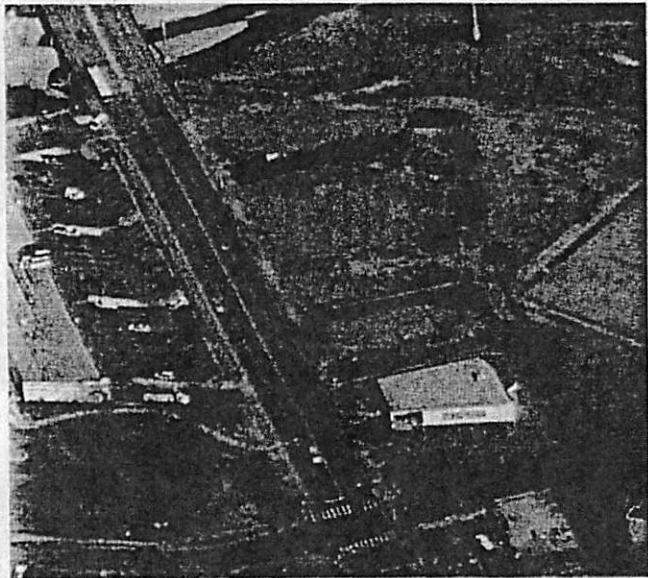
## I. DISCUSSION

### REQUEST

The applicant, the City of Alexandria Recreation, Parks & Cultural Activities department (RP&CA), requests special use permit approval to operate a public/community building at 4109 Mt Vernon.

### SITE DESCRIPTION

The subject site is one lot of record with 130 feet of frontage on Mount Vernon Avenue, approximately 153 feet of depth and a total lot area of 23,153 square feet. The site is developed with a one-story 4,860 square foot commercial building, a former Duron Paint store, and associated paved parking lot with 25 parking spaces. Immediately to the north are three other City-owned lots: 4115, 4121 and 4125 Mt Vernon Ave. The buildings on these sites have been demolished.



The surrounding area is occupied by a mix of commercial and park uses. Four Mile Run Park, and the soccer fields, are located immediately adjacent to the east. To the south is 24 Express convenience store, and to the west, across Mt Vernon Avenue, is the Presidential Greens apartment complex and a commercial strip center.

### BACKGROUND

In January 2007, the City acquired four properties adjacent to Four Mile Run Park (4109, 4115, 4121, and 4125 Mount Vernon Avenue) in accordance with the City of Alexandria's Open Space Master Plan. The City spent \$4.5 million to acquire and remediate the four parcels through the City's Open Space Fund. The Arlandria Action Plan (2003) and Four Mile Run Restoration Master Plan (2006) recommended the acquisition of the subject parcels and anticipated the use of these properties as public open space with park related uses. The Arlandria Action Plan recommended the acquisition of the parcels to expand Four Mile Run Park and provide a visible link to the park from Mt. Vernon Avenue. The Four Mile Run Restoration Plan envisioned the parcels as a place for community gatherings and a means to connect people to Four Mile Run. The overarching goal is to stimulate park activity and create a safer environment within the park.

Between January 2007 and January 2009, three of the four existing buildings were demolished and the City received certification from the State of Virginia's Department of Environmental Quality's Voluntary Remediation Program. The purpose of the Voluntary Remediation Program

is to encourage hazardous substance cleanups. When the remediation is satisfactorily completed, DEQ issues a "certification of satisfactory completion of remediation." This certification provides assurance that the remediated site will not later become the subject of a DEQ enforcement action unless new issues are discovered.

The fourth building, formerly a Duron Paint store, was retained to explore the feasibility for community reuse of the building, and with the understanding that some renovations would be required for any such use. After considering a number of options for the building and finding the associated costs were significant, the City discussed demolishing the building. In response, a number of local practicing architects from the Northern Virginia AIA Small Firms Roundtable, organized under the name Architects Anonymous, volunteered their services to explore adaptive reuse possibilities for the building. These architects have developed a proposal that would open up some of the existing walls and permit the building to function as a limited community gathering facility, with minimal renovation costs. The group presented the proposal to the City Manager, who in turn, requested that City staff work with the community to further explore the concept.

#### PROPOSAL

The proposal is to use the building for public and community functions. With approval of this SUP, uses may include any and all of the following:

- Community meeting space
- Community festival area
- Farmers Market building
- Environmental and Four Mile Run education facility and display area
- Art shows and markets
- Film viewings and festivals
- City events
- Classes and summer camps
- Professional organization meeting space
- One-time health clinics
- One-time bicycle clinics

Architects Anonymous created a concept plan that will reuse the existing building shell and incorporate environmentally sustainable design elements. The building design is flexible, simple and minimizes the start-up renovation costs. The building would serve as a seasonal, fair-weather, day-use facility that will not require air conditioning or heating and will have limited electrical and water service. The concept plan suggests using recycled materials for the majority of the design features. Future renovations on the site will open the building to the three additional open space properties and to Four Mile Run Park.

Architects Anonymous has identified building improvements for an initial first-phase and for subsequent phases. Phasing will allow the building to be used in the near-term within the City and community's resources. As City and community capacity increases, later phases can be completed. Architects Anonymous has committed to continue their involvement with the project



by contacting local contractors and business to secure volunteers and supplies for the improvements. In addition, the community has supported this approach and also communicated its intent to participate in such an effort.

Approval and implementation of a long-term vision for the four parcels will occur over time. However, there are immediate improvements per City Code that must be completed prior to any use of the building. The Code requirements include:

- Renovation of the existing two bathrooms to include that is handicapped-accessibility
- Creation of one additional means of egress
- Addition of a handicapped-accessible ramp
- Addition of emergency exit lighting

After Code requirements are met, additional improvements may be made to facilitate the current proposal. The Architects Anonymous proposed Phase 1 includes:

- Painting the building in bold colors
- Adding light harvesting methods and/or skylights
- Installing barn doors, or similar, to open up the building and provide ventilation and light
- Installing rainwater cistern(s) for irrigation of the site
- Constructing a rain garden, as shown in the concept plan
- Beginning landscape plan implementation

Later phases include:

- Constructing a stage area at the north side of the building
- Renovating the existing loading dock on the east side of the building for a secondary stage
- Continuing landscape plan implementation, including the construction and installation of three outdoor "rooms" proposed on the adjacent parcels

Architects Anonymous is currently completing cost estimates for both the first-phase improvements and those identified for later phases. However, the City has committed \$100,000 to complete the Code-required improvements and the first-phase improvements. This would be provided through the Open Space Fund.

#### PARKING

According to Section 4-1407 (C) of the Zoning Ordinance, when there is a change in use which has the same or lesser parking requirement than the previous use, no additional parking shall be required. The subject property is located in Parking District 2 and the building is less than 5,000 square feet. As such, the commercial parking requirement was 1.1 space per 200 square feet of floor area, or 25 parking spaces, which were provided on-site. Section Sec. 8-200 (7) states that a public building in the same zone has a parking requirement of 1 space per 200 square feet of floor area, so the parking currently on site is adequate for the proposed use.

**ZONING/MASTER PLAN DESIGNATION**

The subject property, along with the three adjacent properties, is located in the NR/Neighborhood Retail. Section 4-1404(L) of the Zoning Ordinance allows a public building in the NR zone with a special use permit.

The proposed use is consistent with the Potomac West Small Area Plan chapter of the Master Plan, which designates the property for commercial use and with the 2003 Vision and Action Plan for the Arlandria Neighborhood. Adaptive Reuse of an existing building also supports the goals of the City's Green Building Policy, adopted in April 2009. These sites were also discussed within the Four Mile Run Restoration Plan and Design Guidelines, and the proposed uses are consistent with those documents.

Going forward, Zoning Code Section 4-1403.1(B) and (C) allows an outdoor garden center or an outdoor food and crafts market in the NR zone with administrative approval, subject to the standards in the ordinance. This permits some flexibility on the site to meet the goals of the neighborhood and the RP&CA Department.

**COMMUNITY OUTREACH**

In December 2009, City Council passed a resolution that established the Arlandria Advisory Group, a community group to assist the City in implementation of the Vision and Action Plan for the Arlandria Neighborhood. The group membership was purposely designed in consultation with the community and intended to represent the variety of interests within the Arlandria neighborhood. The adaptive reuse proposal for 4109 Mount Vernon Avenue and adjacent properties was introduced by Architects Anonymous at the first Arlandria Advisory Group meeting, which was held on February 17, 2010, at the Cora Kelly Recreation Center. It was also discussed at the regular Park and Recreation Commission meeting on February 18, 2010. The Park and Recreation Commission held a public hearing regarding the SUP on March 18, 2010. Finally, a community meeting was held on-site on April 29, 2010.

The community response at each of the meetings has been very supportive of the proposal. Some of the early site improvements will include removal of the existing chain-link fences and general cleanup. Installations of inexpensive environmental treatments are under discussion as community projects. Neighborhood clean-ups have been organized, and are planned for these sites in the future. A community group has also begun the administrative SUP process required to hold a Farmers Market on the adjacent parcels (4115, 4121, and 4125 Mount Vernon Avenue) for Summer 2010.

**II. STAFF ANALYSIS**

Staff supports the proposal to operate a public/community building in the space at 4109 Mount Vernon Ave. The use is a positive concept for Arlandria, where the Arlandria Advisory Group has been requesting opportunities to improve the neighborhood and promote community-based activities.



The adaptive reuse of a vacant commercial building into a building for public community use is a unique opportunity to engage in a public/private partnership, use eco-building approaches, capture community enthusiasm, and achieve the recommendations of three City-adopted Plans (Open Space Master Plan, Arlandria Action Plan, and Four Mile Run Master Plan). In addition, the proposed building design complies with the City-adopted Four Mile Run Design Guidelines (2009). This SUP request is the first step towards achieving a long-term vision.

There are many details that will need to be worked out as before the potential for the building and, ultimately, the four parcels, can be realized. Long-term community uses and programming are not yet defined. The City is currently in the midst of a park planning process, which will help to determine the needs of the community, to be completed by Fall 2010. However, the neighborhood is in support of this immediate land use change and excited by the opportunity to have professional architects lend their expertise pro-bono.

The renovations to all four parcels will require and depend upon public/private partnerships and community involvement and support. Members of the community and Architects Anonymous hope to begin renovations to the building this summer, subject to Council approval. Ultimately, RP&CA staff envisions that a community group or appropriate non-profit may take over the operations of the building, in an arrangement similar to the one between the City-owned Colasanto Center and the Del Ray Artisans.

Although the specific community uses and events that will occur on the site have not yet been determined, staff has included standard conditions regarding noise, odors and litter and entertainment. Additionally, approval shall be required from the Directors of Planning & Zoning and Recreation, Parks and Cultural Affairs for any façade improvements made to the building and the site. Until more permanent arrangements can be made, all community uses and events will occur only by application and permit through RP&CA, as is typical for uses at other City parks. Building use agreements will include safety regulations and requirements for clean-up and compliance with City noise ordinances.

### **III. RECOMMENDED CONDITIONS**

Staff recommends **approval** subject to compliance with all applicable codes and ordinances and the following conditions:

1. Façade and site improvements shall be subject to the review and approval of the Directors of Planning and Zoning (P&Z), Transportation & Environmental Services (T&ES) and Recreation, Parks & Cultural Activities (RP&CA). (P&Z)
2. The special use permit shall be granted to the applicant and contemplates the potential for an arrangement between the City of Alexandria and a non-profit or community group for management and/or operations of the site. Any such arrangement shall be subject to the review and approval of the Directors of Planning and Zoning (P&Z), Transportation &

Environmental Services (T&ES) and Recreation, Parks & Cultural Activities (RP&CA), and in coordination with the community. (P&Z)

3. The hours for site and building use shall be consistent with the hours of operation for Four Mile Run Regional Park, unless permitted by permit with the Department of Recreation, Parks & Cultural Activities. (P&Z)
4. The applicant shall conduct employee training sessions on an ongoing basis, including as part of any employee orientation, to discuss all SUP provisions and requirements. (P&Z)
5. On-site entertainment, including live music, shall be subject to the review and approval of the Directors of Planning and Zoning (P&Z) and Recreation, Parks & Cultural Activities (RP&CA). (P&Z)
6. The Director of Planning and Zoning shall review the special use permit after it has been operational for one year, and shall docket the matter for consideration by the Planning Commission and City Council if (a) there have been documented violations of the permit conditions which were not corrected immediately, constitute repeat violations or which create a direct and immediate adverse zoning impact on the surrounding community; (b) the director has received a request from any person to docket the permit for review as the result of a complaint that rises to the level of a violation of the permit conditions, (c) the director has determined that there are problems with the operation of the use and that new or revised conditions are needed. (P&Z)

**STAFF:** Barbara Ross, Deputy Director, Department of Planning and Zoning;  
Maya Contreras, Urban Planner, Department of Planning and Zoning;  
Laura Durham, Urban Planner, Recreation, Parks & Cultural Activities.

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**Staff Note:** In accordance with section 11-506(c) of the zoning ordinance, construction or operation shall be commenced and diligently and substantially pursued within 18 months of the date of granting of a special use permit by City Council or the special use permit shall become void.

#### **IV. CITY DEPARTMENT COMMENTS**

Legend: C - code requirement R - recommendation S - suggestion F - finding

##### **Transportation & Environmental Services:**

- F-1 The subject parcel and building are located within the 100-year floodplain, as designated by the City of Alexandria's Flood Insurance Rate Map, dated May 15, 1991. As such, it is subject to the provisions of the Floodplain Ordinance (Zoning Ordinance, Section 6-300). (T&ES)
- F-2 Any site plan or building permit applications for this site must show the 100-year flood elevation and boundaries for this site, as well as the elevations of the lowest floor and lowest openings of the building. (T&ES)
- F-3 Key provisions of the Floodplain Ordinance are that the value of improvements to the building may not exceed the 50% of the building's value, unless the building is elevated or flood-proofed; and that any new electrical or mechanical equipment must be elevated above the 100-year flood elevation. (T&ES)
- F-4 Outdoor activities potentially create nuisance noise. They must be managed in order to limit the disturbance to the neighborhood. Noise/event permits will be required for any activities that potentially exceed the noise code. (T&ES)
- F-5 Activities associated with either stage will require a noise permit and the noise ordinance shall be enforced by the RCPA. (T&ES)
- F-6 OEQ continues to work with applicant to aide in the compliance with environmental requirements. (T&ES)
- F-7 Supply deliveries, loading, and unloading activities shall not occur between the hours of 11:00 pm and 7:00 am. (T&ES)
- F-8 The Department of RP&CA shall support and promote transportation alternatives, including but not limited to; posting bus schedules and routes, bicycle racks, encourage walking to activates and events. (T&ES)
- F-9 Litter on the site and on public rights-of-way and spaces adjacent to or within 75 feet of the premises shall be picked up at least twice a day and at the close of business, and more often if necessary, to prevent an unsightly or unsanitary accumulation, on each day that the business is open to the public. (T&ES)
- C-1 The applicant shall comply with the City of Alexandria's Solid Waste Control, Title 5, Chapter 1, which sets forth the requirements for the recycling of materials (Sec. 5-1-99). (T&ES)

In order to comply with this code requirement, the applicant shall provide a completed Recycling Implementation Plan (RIP) Form within 60 days of City Council approval. Contact the City's Recycling Program Coordinator at (703) 519-3486, or via e-mail at [commercialrecycling@alexandriava.gov](mailto:commercialrecycling@alexandriava.gov), for information about completing this form.

- C-2 The applicant shall comply with the City of Alexandria's Noise Control Code, Title 11, Chapter 5, which sets the maximum permissible noise level as measured at the property line. (T&ES)

Code Enforcement:

- F-1 No Comment

Health Department:

- C-1 Only "Farm or Domestic Products" may be sold at a Farmers Market. Food sales are limited to those items grown, produced or prepared by the venders or members of their household at their own farms, homes or gardens. Prepared foods are those food items that are processed in some way by the vender and are approved by the Alexandria Health Department. These items include, but are not limited to, cured meats, baked goods, preserves, pickles, juices, home canned products, and cheeses. Resale venders must limit their items to farm and garden produce.

No potentially hazardous foods may be offered for sale or distribution. This includes, but is not limited to, any food that consists in whole or in part of milk, milk products, eggs, meat, poultry, fish, shellfish, edible crustaceans or other ingredients, including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms.

Venders who wish to sell cheese, canned goods (fruits, vegetables, juices, etc.), or baked goods must first obtain the approval of the Alexandria Health Department, and have evidence of that product approval in their possession, whenever they are selling these products.

There is to be no cooking or food preparation done on site.

Parks and Recreation:

- F-1 No Comment

Police Department:

- F-1 No Comment



## APPLICATION

## SPECIAL USE PERMIT

SPECIAL USE PERMIT # 2010-CC15

PROPERTY LOCATION: 4109 Mount Vernon Avenue, 4115, 4121 and 4125 Mt. Vernon Ave.

TAX MAP REFERENCE: 007.01-02-19 ZONE: NR

**APPLICANT:**

Name: City of Alexandria - Dept. of RPCA

Address: 1108 Jefferson St., Alexandria, VA 22314

PROPOSED USE: Public (Community) Building

[ ] **THE UNDERSIGNED**, hereby applies for a Special Use Permit in accordance with the provisions of Article XI, Section 4-11-500 of the 1992 Zoning Ordinance of the City of Alexandria, Virginia.

[ ] **THE UNDERSIGNED**, having obtained permission from the property owner, hereby grants permission to the City of Alexandria staff and Commission Members to visit, inspect, and photograph the building premises, land etc., connected with the application.

[ ] **THE UNDERSIGNED**, having obtained permission from the property owner, hereby grants permission to the City of Alexandria to post placard notice on the property for which this application is requested, pursuant to Article IV, Section 4-1404(D)(7) of the 1992 Zoning Ordinance of the City of Alexandria, Virginia.

[ ] **THE UNDERSIGNED**, hereby attests that all of the information herein provided and specifically including all surveys, drawings, etc., required to be furnished by the applicant are true, correct and accurate to the best of their knowledge and belief. The applicant is hereby notified that any written materials, drawings or illustrations submitted in support of this application and any specific oral representations made to the Director of Planning and Zoning on this application will be binding on the applicant unless those materials or representations are clearly stated to be non-binding or illustrative of general plans and intentions, subject to substantial revision, pursuant to Article XI, Section 11-207(A)(10), of the 1992 Zoning Ordinance of the City of Alexandria, Virginia.

James Spengler, Director RPCA  
Print Name of Applicant or Agent

[Signature] 3/23/2010  
Signature Date

1108 Jefferson St.  
Mailing/Street Address

Telephone # Fax #

Alexandria, VA 22314  
City and State Zip Code

james.spengler@alexandriava.gov  
Email address

ACTION-PLANNING COMMISSION: \_\_\_\_\_ DATE: \_\_\_\_\_

ACTION-CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

SUP #

2010-0015

**PROPERTY OWNER'S AUTHORIZATION**

As the property owner of \_\_\_\_\_, I hereby  
(Property Address)  
grant the applicant authorization to apply for the \_\_\_\_\_ use as  
(use)  
described in this application.

Name: \_\_\_\_\_  
Please Print

Phone \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1. Floor Plan and Plot Plan. As a part of this application, the applicant is required to submit a floor plan and plot or site plan with the parking layout of the proposed use. The SUP application checklist lists the requirements of the floor and site plans. The Planning Director may waive requirements for plan submission upon receipt of a written request which adequately justifies a waiver.

☒ Required floor plan and plot/site plan attached.

☐ Requesting a waiver. See attached written request.

2. The applicant is the (check one):

☒ Owner

☐ Contract Purchaser

☐ Lessee or

☐ Other: \_\_\_\_\_ of the subject property.

State the name, address and percent of ownership of any person or entity owning an interest in the applicant or owner, unless the entity is a corporation or partnership, in which case identify each owner of more than ten percent.

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUP # \_\_\_\_\_

If property owner or applicant is being represented by an authorized agent such as an attorney, realtor, or other person for which there is some form of compensation, does this agent or the business in which the agent is employed have a business license to operate in the City of Alexandria, Virginia?

☐ **Yes.** Provide proof of current City business license

☐ **No.** The agent shall obtain a business license prior to filing application, if required by the City Code.

### **NARRATIVE DESCRIPTION**

3. The applicant shall describe below the nature of the request **in detail** so that the Planning Commission and City Council can understand the nature of the operation and the use. The description should fully discuss the nature of the activity. (Attach additional sheets if necessary.)

*See attached.*

This SUP application is for change in use of an existing building located at 4109 Mount Vernon Avenue from a commercial to a public building only. Park planning related to the adjacent three, city-owned properties will occur this spring and early summer and will be reviewed and submitted for subsequent required approvals.

In January, 2007 the City acquired four properties adjacent to Four Mile Run Park (4109-4125 Mount Vernon Avenue) in accordance with the City of Alexandria's Open Space Master Plan and using the Open Space Fund. The Arlandria Small Area Plan and Four Mile Run Restoration Master Plan both anticipated the use of this property as public open space with park related uses. Between January, 2007 and January, 2009 three of the four existing buildings on the properties were demolished and voluntary environmental remediation was completed. The fourth existing building, previously the Duron Paint store, was retained to explore the feasibility for community re-use of the building, including any necessary renovation that would be required for such use.

While a number of options for possible re-use were considered, the proposed costs for each option were determined to be significant and demolition of the building was again under consideration. In response to this conclusion, a number of local practicing architects from the Northern Virginia AIA Small Firms Roundtable volunteered their services to explore adaptive reuse possibilities for the building. The architects, including the PRC Chair, developed a proposal for the building that would open up some of the building walls and provide a community gathering facility. The group presented this proposal to the City Manager, who in return has asked staff to work with the community to further explore this concept.

To date, the concept has been presented to the public at the first Arlandria Action Plan Advisory Group meeting on February 17, 2010 and at a Park and Recreation Commission regular meeting on February 18, 2010. On March 18, 2010, the Park and Recreation Commission held a public hearing on the submission of this SUP application. All speakers indicated support for a change in use of the building to a public/community building. With approval of the SUP, the public building and gathering space can provide many benefits to the community, including, but not limited to:

- Community meeting space
- Community festival area
- Environmental and Four Mile Run education facility and display area
- Art shows and markets
- Farmers' market
- Film viewing and festivals
- Small City events
- Classes and summer camps
- Professional organization meeting space
- One-time health clinics
- One-time bicycle clinics.



SEP 2010 - CORRS

All uses of the building would be by permit and application only. Staff is currently developing rules and regulations that would be in place prior to any public use of the building.

**USE CHARACTERISTICS**

4. The proposed special use permit request is for (check one):

- ☒ a new use requiring a special use permit,  
☐ an expansion or change to an existing use without a special use permit,  
☐ an expansion or change to an existing use with a special use permit,  
☐ other. Please describe: \_\_\_\_\_

5. Please describe the capacity of the proposed use:

A. How many patrons, clients, pupils and other such users do you expect?

Specify time period (i.e., day, hour, or shift).

50-100, not to exceed building code maximum allowed. Park hours  
from 8:00 am to 10:00 pm. Special exceptions by special event  
permit only.

B. How many employees, staff and other personnel do you expect?

Specify time period (i.e., day, hour, or shift).

Staffed only as needed when in use, 1-2 staff during  
operational hours (above).

6. Please describe the proposed hours and days of operation of the proposed use:

Day:

Sunday-Saturday

Hours:

8:00 am to 10:00 pm

7. Please describe any potential noise emanating from the proposed use.

A. Describe the noise levels anticipated from all mechanical equipment and patrons.

Typical park + community gathering noise level and  
performances (music, movies, theatre by permit)

B. How will the noise be controlled?

Building use rules + regulations, including deposit  
to require compliance with City noise ordinance.

8. Describe any potential odors emanating from the proposed use and plans to control them:

None.

9. Please provide information regarding trash and litter generated by the use.

- A. What type of trash and garbage will be generated by the use? (i.e. office paper, food wrappers)

Minimal waste for daily use. Potential for increased food and container waste during special events.

- B. How much trash and garbage will be generated by the use? (i.e. # of bags or pounds per day or per week)

One bag or less for typical use per day. Estimated 10-15 bags per special event

- C. How often will trash be collected?

Daily.

- D. How will you prevent littering on the property, streets and nearby properties?

Contract with building users, including security deposit. Trash cans provided on site.

10. Will any hazardous materials, as defined by the state or federal government, be handled, stored, or generated on the property?

[ ] Yes.

☒ No.

If yes, provide the name, monthly quantity, and specific disposal method below:

11. Will any organic compounds, for example paint, ink, lacquer thinner, or cleaning or degreasing solvent, be handled, stored, or generated on the property?

☐ Yes. ☒ No.

If yes, provide the name, monthly quantity, and specific disposal method below:

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12. What methods are proposed to ensure the safety of nearby residents, employees and patrons?

Building use agreements will include safety regulations.  
Police contact information will be included and posted.

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## ALCOHOL SALES

13. A. Will the proposed use include the sale of beer, wine, or mixed drinks?

☐ Yes ☒ No

If yes, describe existing (if applicable) and proposed alcohol sales below, including if the ABC license will include on-premises and/or off-premises sales.

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SUP # 2010-0015

## PARKING AND ACCESS REQUIREMENTS

14. A. How many parking spaces of each type are provided for the proposed use:

24 Standard spaces  
         Compact spaces  
2 Handicapped accessible spaces.  
1 Other. loading area at rear

Planning and Zoning Staff Only

Required number of spaces for use per Zoning Ordinance Section 8-200A \_\_\_\_\_

Does the application meet the requirement?

☐ Yes ☐ No

B. Where is required parking located? (check one)

☒ on-site

☐ off-site

If the required parking will be located off-site, where will it be located?

**PLEASE NOTE:** Pursuant to Section 8-200 (C) of the Zoning Ordinance, commercial and industrial uses may provide off-site parking within 500 feet of the proposed use, provided that the off-site parking is located on land zoned for commercial or industrial uses. All other uses must provide parking on-site, except that off-street parking may be provided within 300 feet of the use with a special use permit.

C. If a reduction in the required parking is requested, pursuant to Section 8-100 (A) (4) or (5) of the Zoning Ordinance, complete the PARKING REDUCTION SUPPLEMENTAL APPLICATION.

☐ Parking reduction requested; see attached supplemental form

15. Please provide information regarding loading and unloading facilities for the use:

A. How many loading spaces are available for the use? not required

Planning and Zoning Staff Only

Required number of loading spaces for use per Zoning Ordinance Section 8-200 \_\_\_\_\_

Does the application meet the requirement?

☐ Yes ☐ No

B. Where are off-street loading facilities located? n/a

C. During what hours of the day do you expect loading/unloading operations to occur?  
If loading/unloading is required for event: 8:00-9:00  
am pm

D. How frequently are loading/unloading operations expected to occur, per day or per week, as appropriate?

As appropriate - avg. 1/week

16. Is street access to the subject property adequate or are any street improvements, such as a new turning lane, necessary to minimize impacts on traffic flow?

Adequate

## SITE CHARACTERISTICS

17. Will the proposed uses be located in an existing building? ☒ Yes ☐ No

Do you propose to construct an addition to the building? ☐ Yes ☒ No

How large will the addition be? \_\_\_\_\_ square feet.

18. What will the total area occupied by the proposed use be?

4,903 <sup>gross</sup> sq. ft. (existing) + 0 sq. ft. (addition if any) = 4,903 sq. ft. (total)

19. The proposed use is located in: (check one)

☒ a stand alone building

☐ a house located in a residential zone

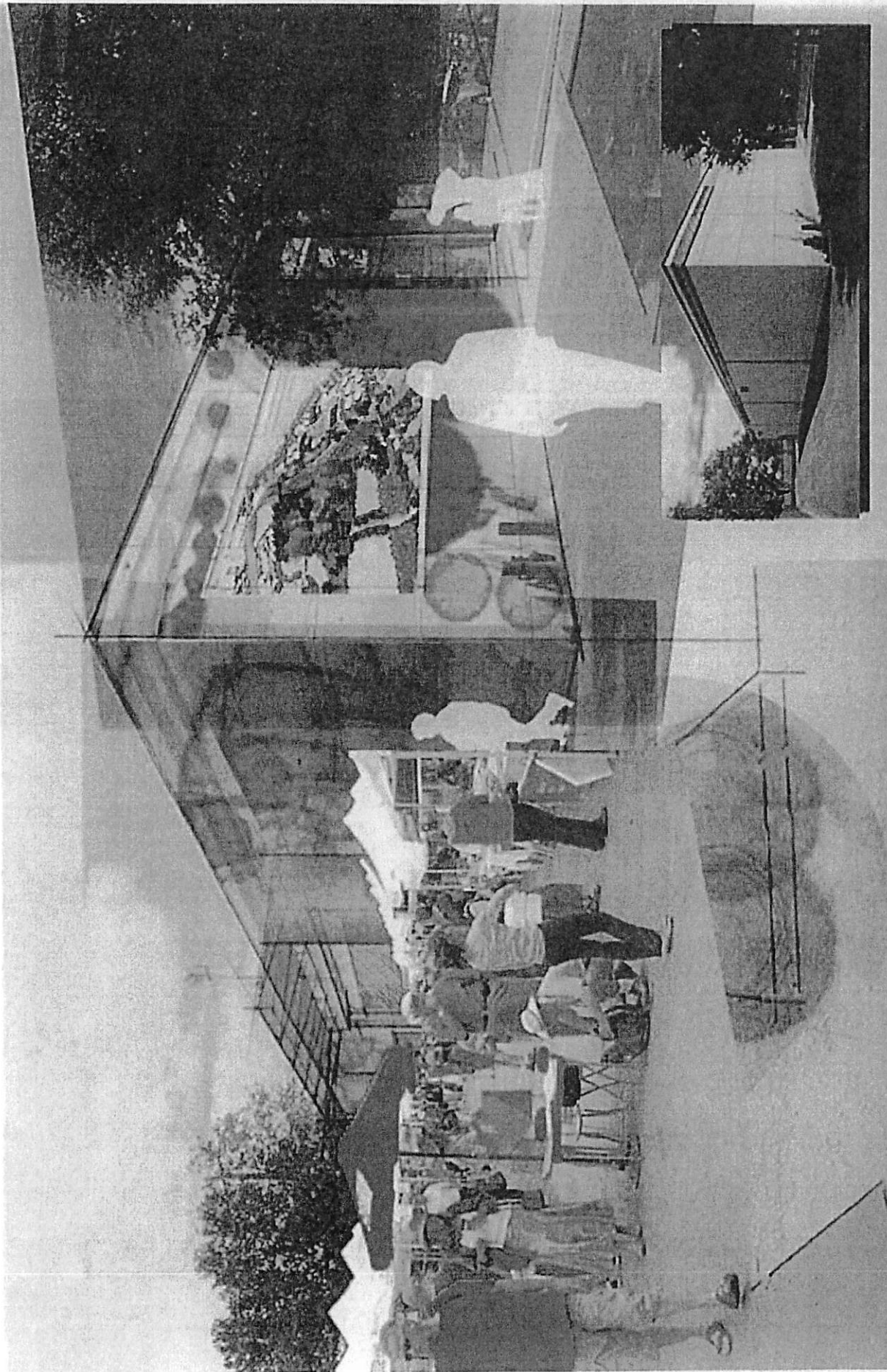
☐ a warehouse

☐ a shopping center. Please provide name of the center: \_\_\_\_\_

☐ an office building. Please provide name of the building: \_\_\_\_\_

☐ other. Please describe: \_\_\_\_\_

End of Application



ARCHITECTS  
ANONYMOUS

PROPOSED ADAPTIVE REUSE - FOUR MILE RUN DURON PAINT STORE  
4109 MILLINGTON AVENUE  
ALEXANDRIA, VIRGINIA

## PREFACE

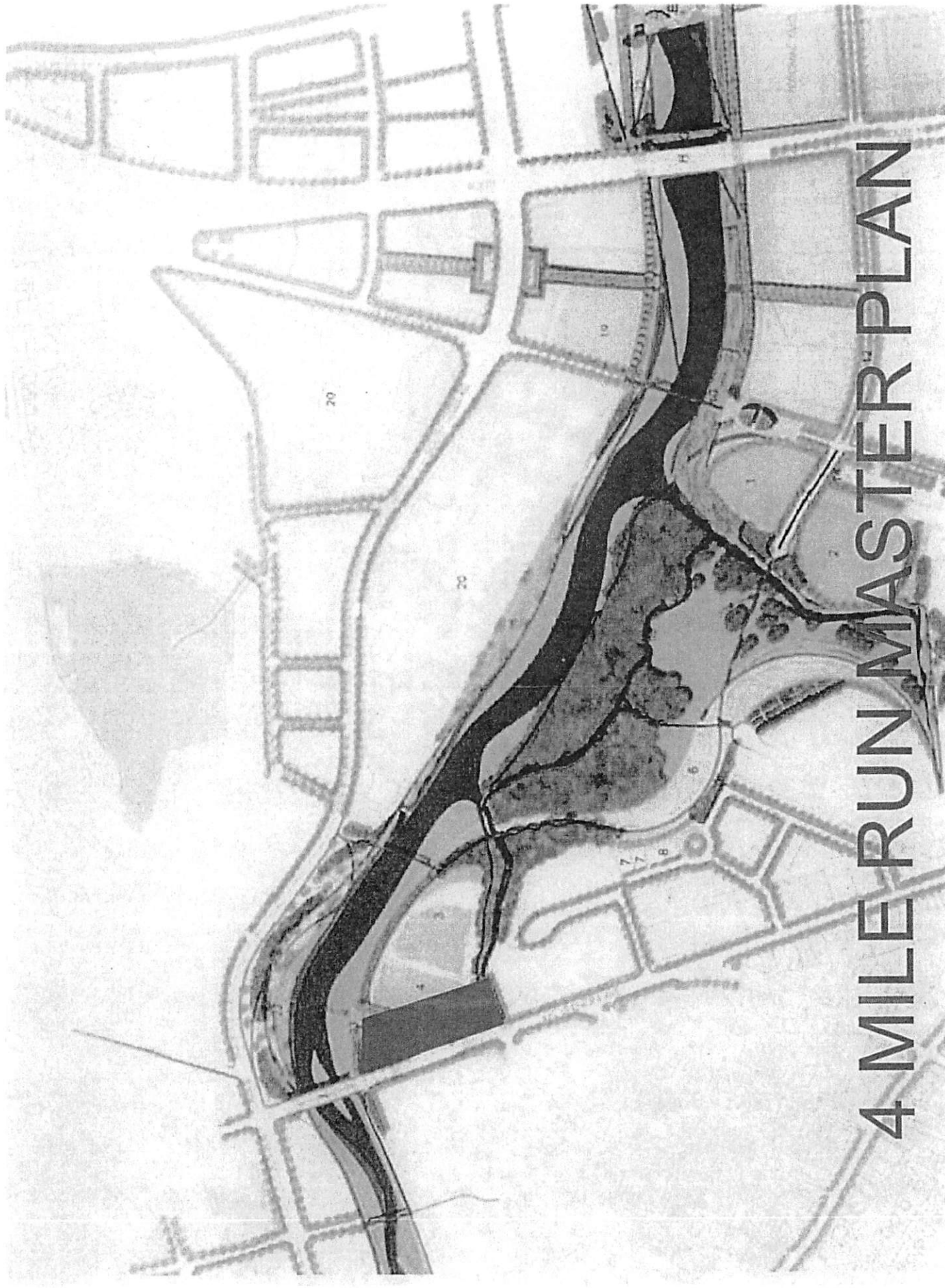
- The City of Alexandria purchased four properties along Mt. Vernon Avenue abutting Four Mile Run.
- Three of the existing buildings were demolished and the remaining building was kept with the anticipation that it could be modified for public use in support of the Four Mile Run Park.
- At some point, the City determined that funding to rehabilitate the building was not possible and the alternative to demolish the building was contemplated.



# ARCHITECTS ANONYMOUS

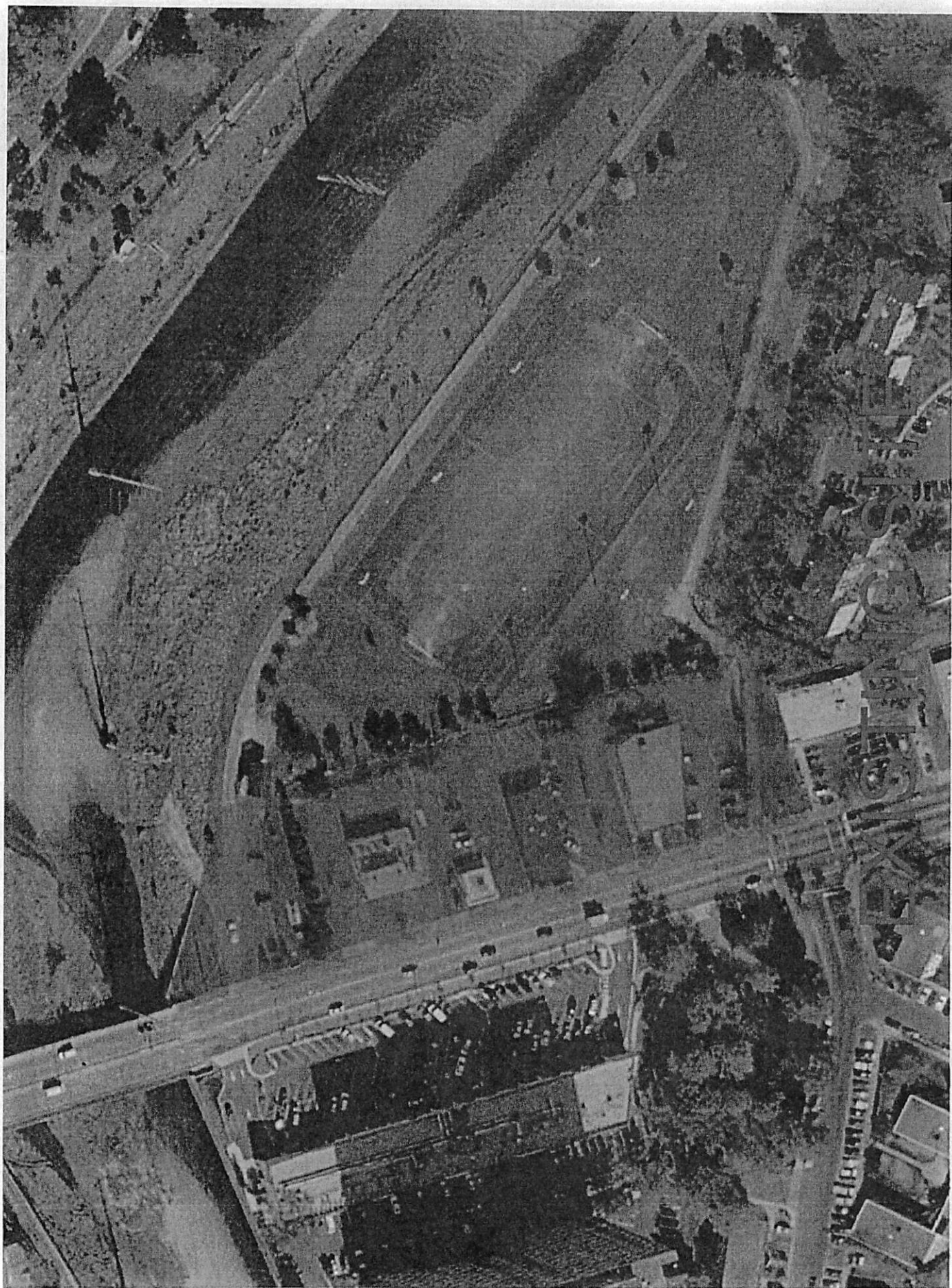
- A group of design professionals who live and work in Arlington & Alexandria believes that there is a better alternative to demolishing this structure.
- The following are ideas of how this building and site can be renovated and reused to turn this otherwise blighted property into a facility that would serve the community and serve as a gateway into the Four Mile Run Park.
- We are presenting this unsolicited, pro bono study to the City and Community for consideration.

74



# 4 MILE RUN MASTER PLAN









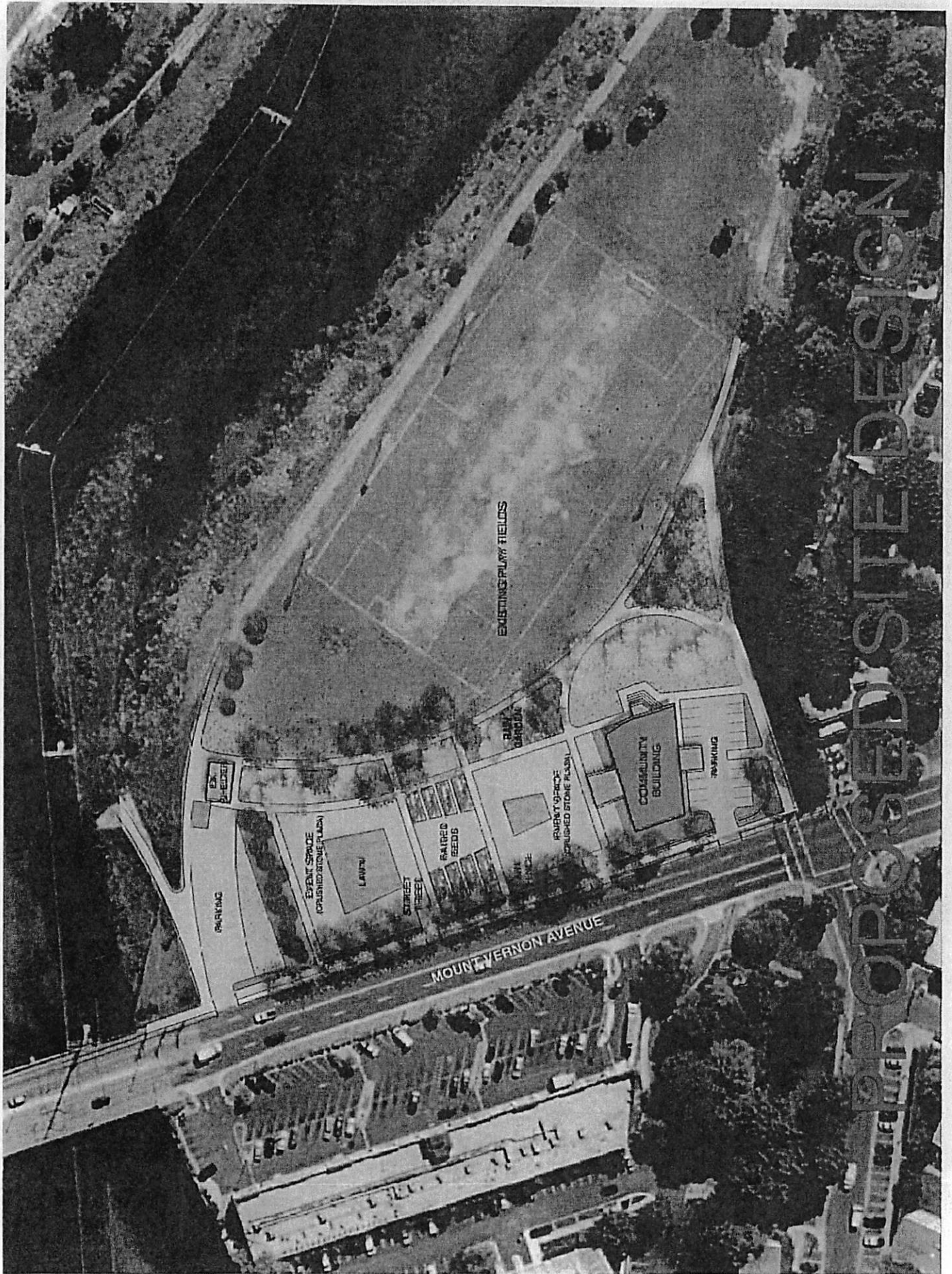
# PROPOSAL

- Building to be renovated as a simple, multi-purpose facility.
- Designed as a seasonal, fair-weather, daytime use facility requiring no AC or heating with limited electrical and water service.
- Site work to use recycled materials and designed to be built in phases.

## SITE CONCEPT

- Create a new community plaza at the north side as series of linked "rooms" that can be developed in phases.
- Fence between the site and the recreational field will be removed.
- Gateway marker signposts at each end of the site along Mt Vernon Ave.

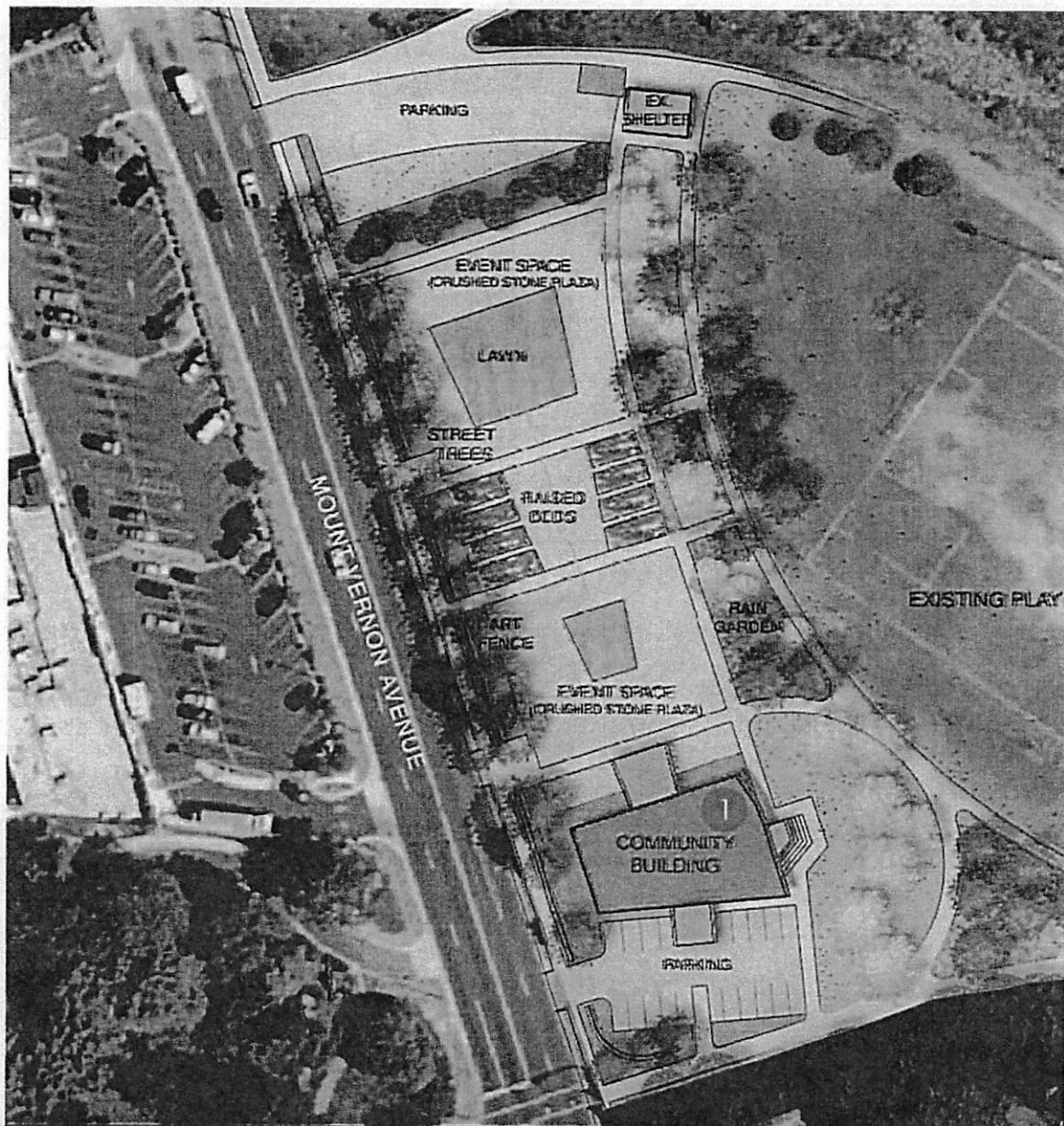




# BUILDING INTERIOR

- Open north side of building (facing plaza) with large opening for natural ventilation & light.
- Relocate exterior mural into the interior.
- Remove ceiling, paint walls, seal concrete floor slab.
- Renovate Restrooms for ADA compliance.
- Add light tubes and skylights to bring daylight into the interior.





## LEGEND

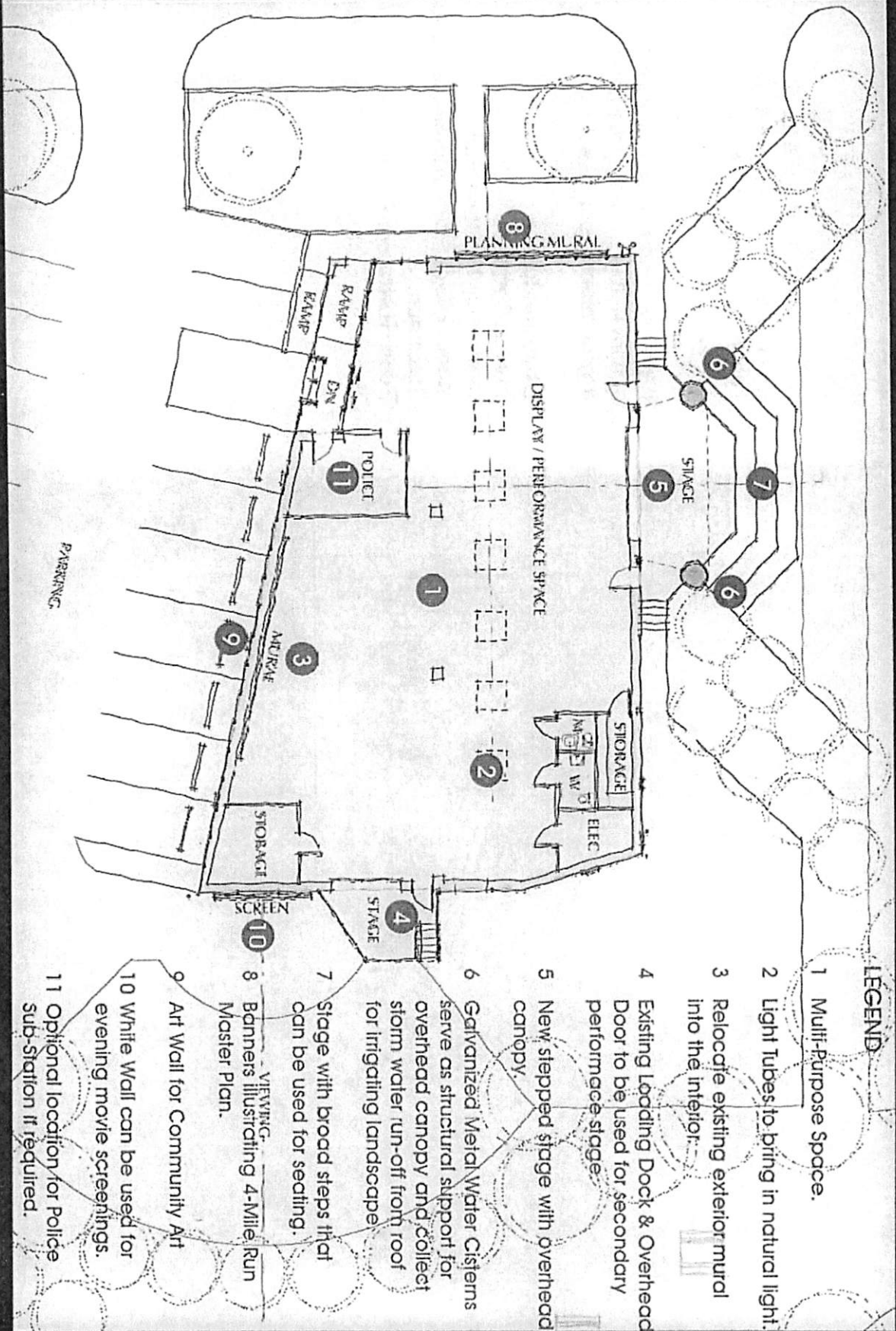
### 1 Existing DURON Building

Designed to be used as a daytime, seasonal building. It will have no HVAC or lighting except those provided by natural daylight.

It will be designed as a simple enclosure to allow it to be used by the community for any number of purposes:

- Exhibition Space
- Cultural Center
- Community Meeting Hall
- Indoor & Outdoor Performance Venue
- Classroom
- Public Restroom Facility
- Temporary Storage for an Outdoor Market

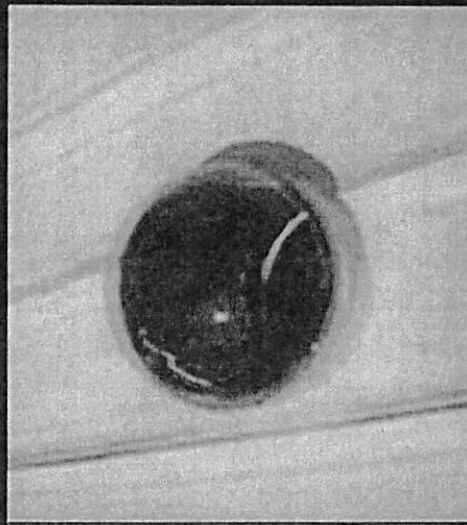
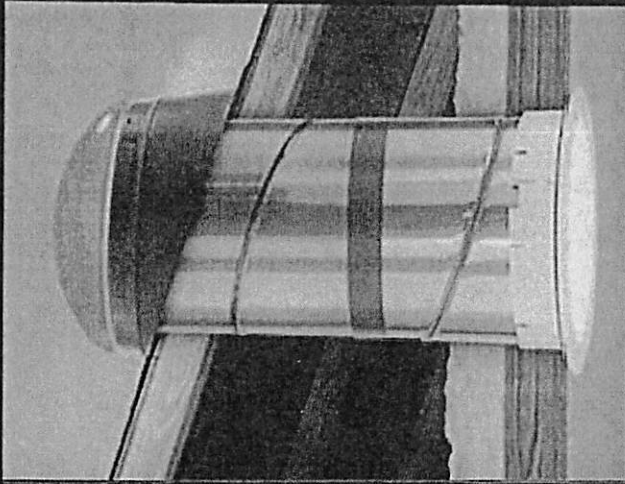
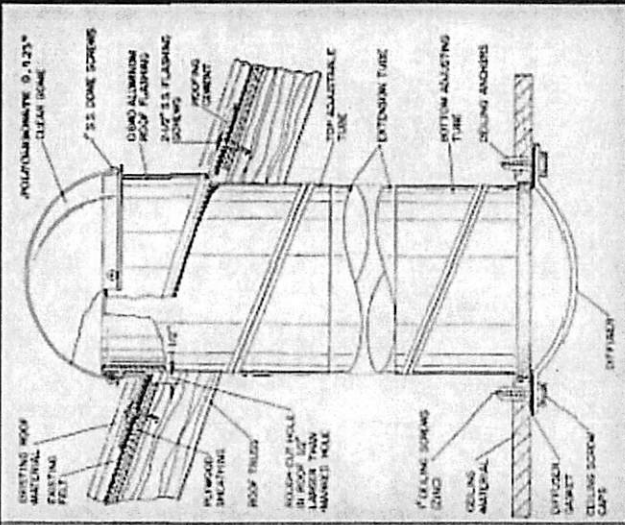
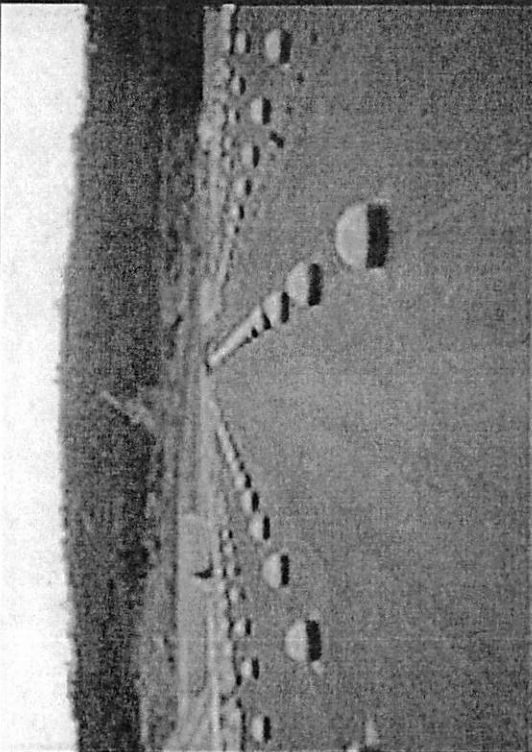
# DURON BUILDING



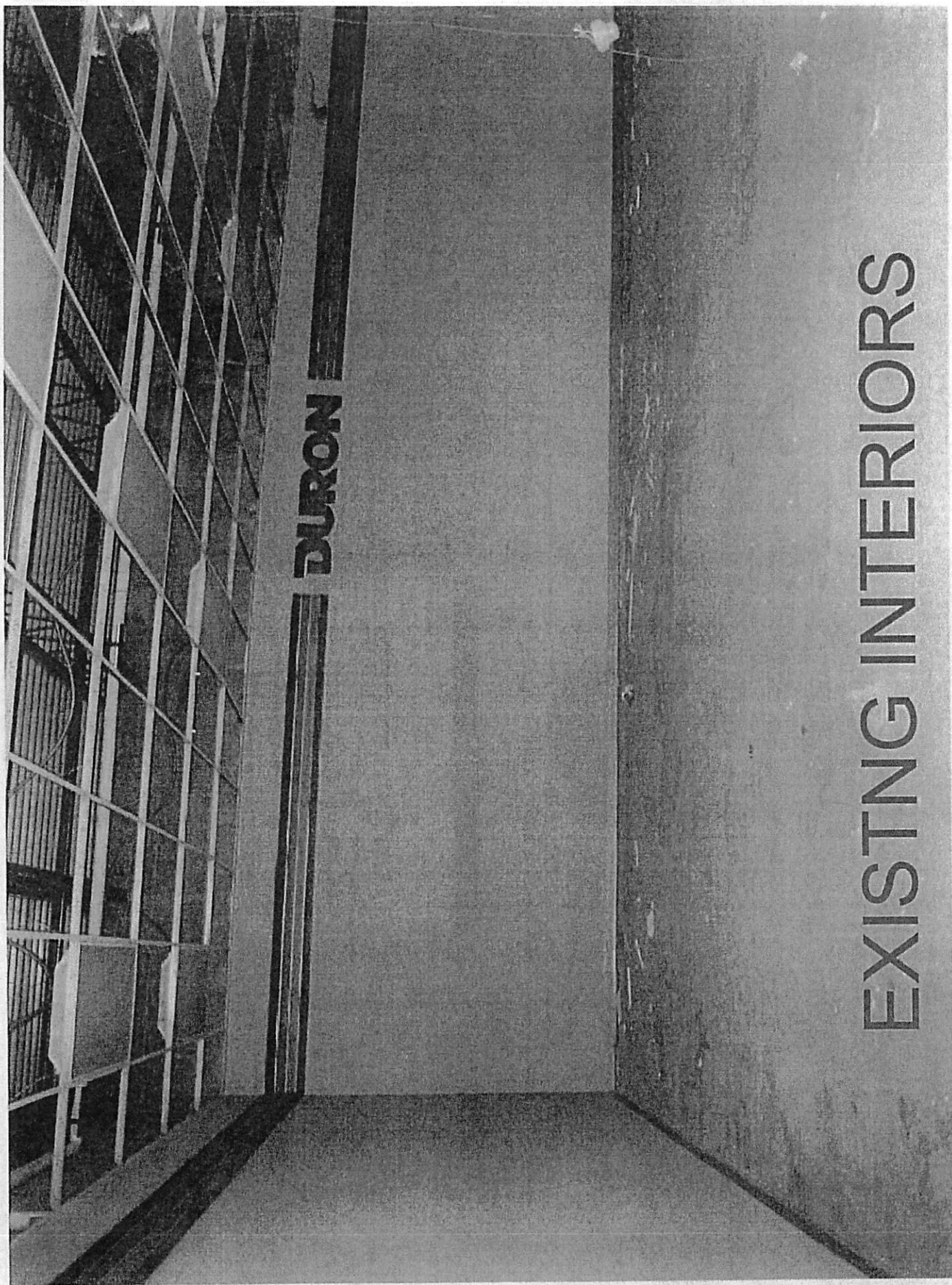
## LEGEND

- 1 Multi-Purpose Space.
- 2 Light Tubes to bring in natural light.
- 3 Relocate existing exterior mural into the interior.
- 4 Existing Loading Dock & Overhead Door to be used for secondary performance stage.
- 5 New stepped stage with overhead canopy.
- 6 Galvanized Metal Water Cisterns serve as structural support for overhead canopy and collect storm water run-off from roof for irrigating landscape.
- 7 Stage with broad steps that can be used for seating.
- 8 Banners illustrating 4-Mile Run Master Plan.
- 9 Art Wall for Community Art
- 10 White Wall can be used for evening movie screenings.
- 11 Optional location for Police Sub-Station if required.





# DAYLIGHT HARVESTING

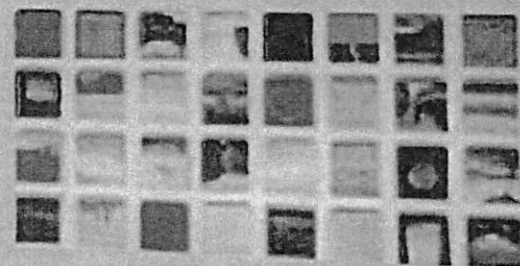
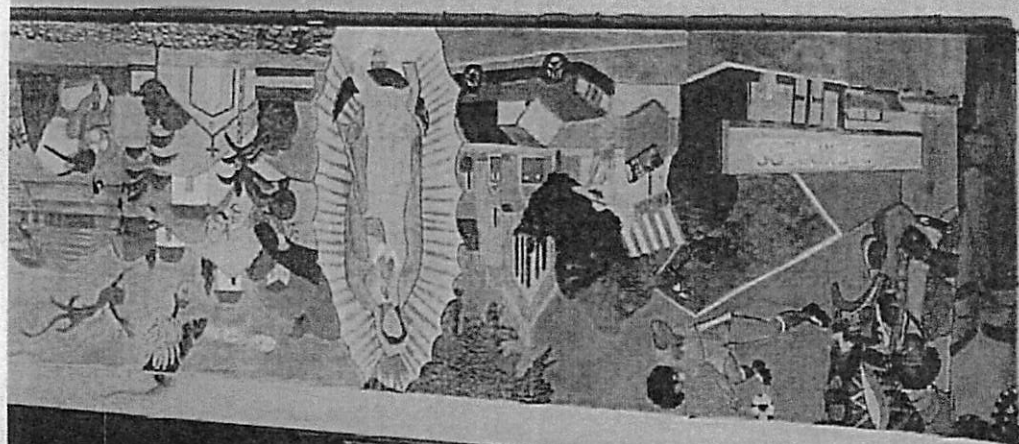


**DURON**

EXISTING INTERIORS



# PROPOSED RENOVATION

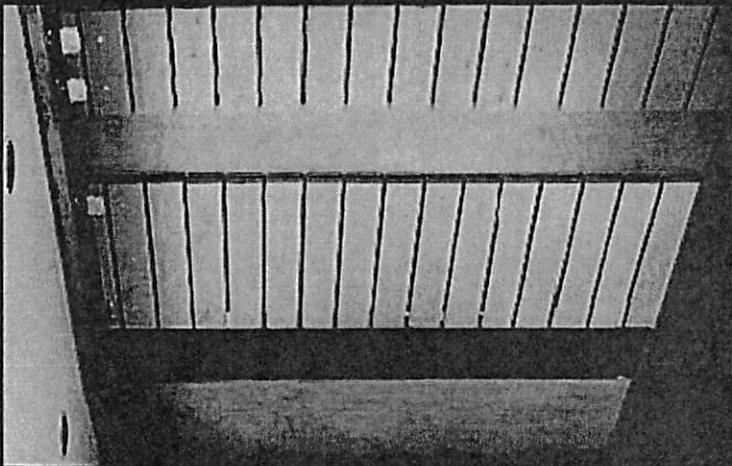
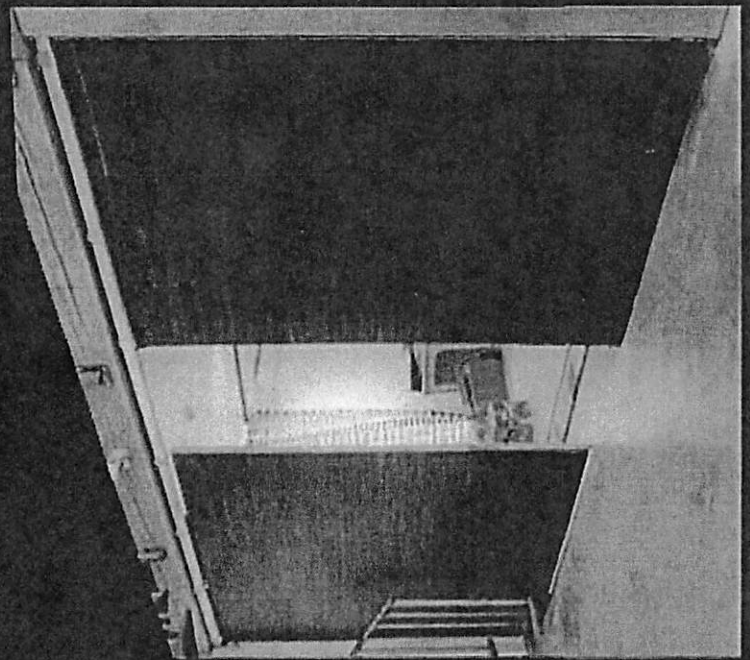




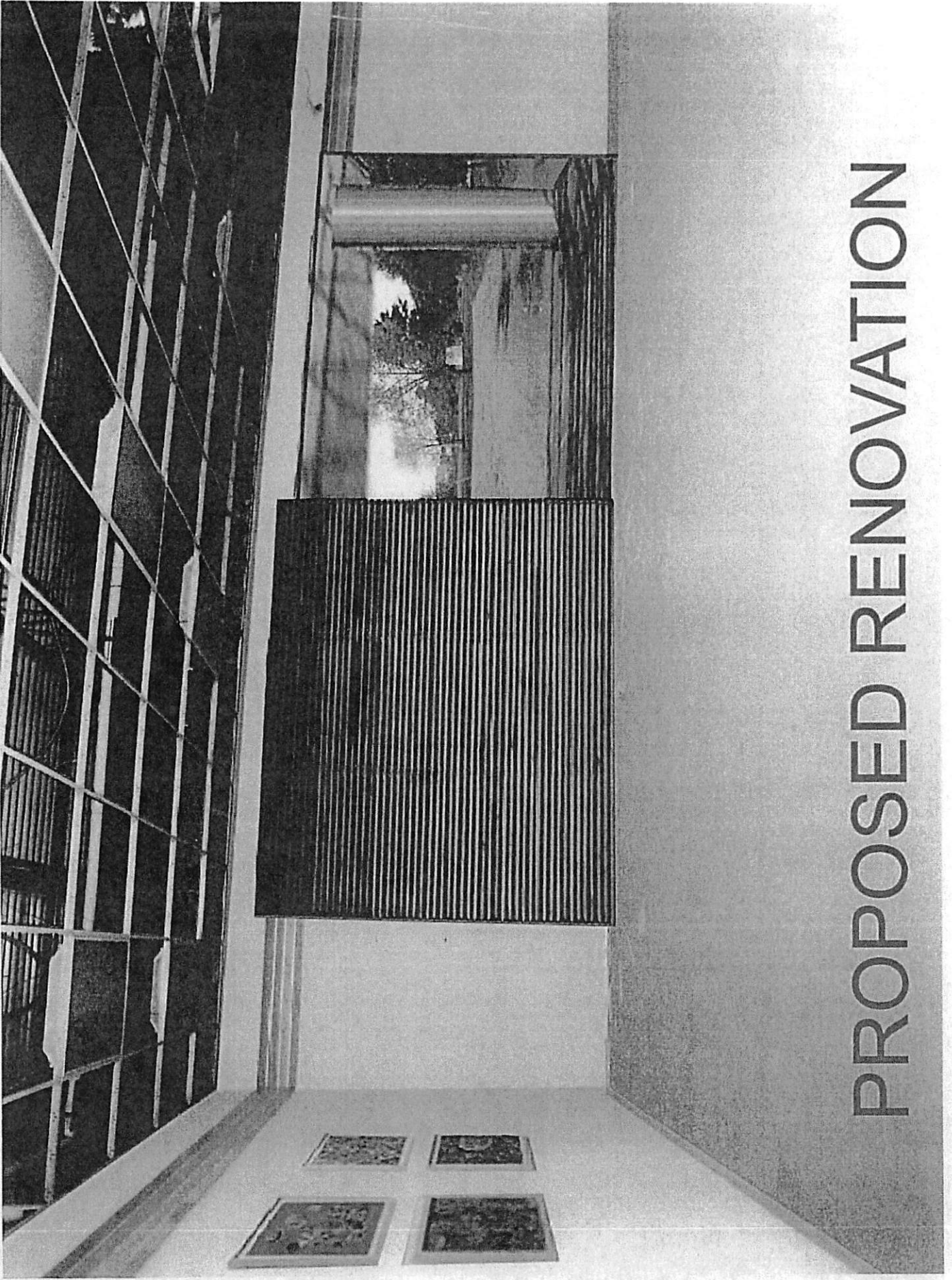
INDOOR PERFORMANCE



# BARN DOORS



# PROPOSED RENOVATION



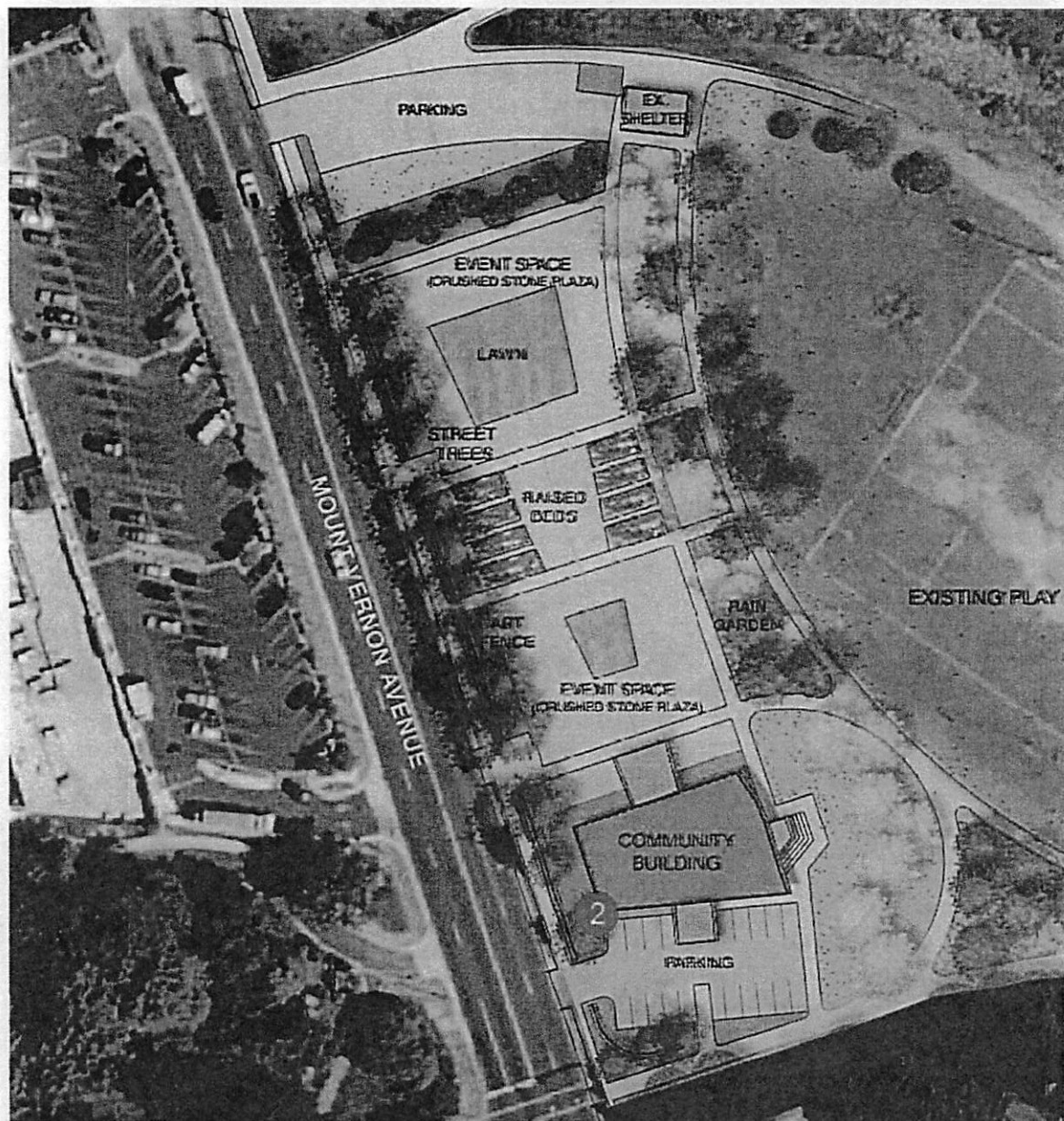




# BUILDING EXTERIOR

- Building painted in bold colors and the walls used as outdoor display space for art & information on the Four Mile Run Master Plan.
- Construct a new stage in front of the north opening with broad risers that can be used for seating.
- Stage is flanked by large corrugated steel cisterns to capture rainwater from the roof to for site irrigation. These tubes will also support a canopy over the stage.
- Loading dock at east-side will be reconfigured for use as secondary stage.





## LEGEND

### 2 Building Exterior:

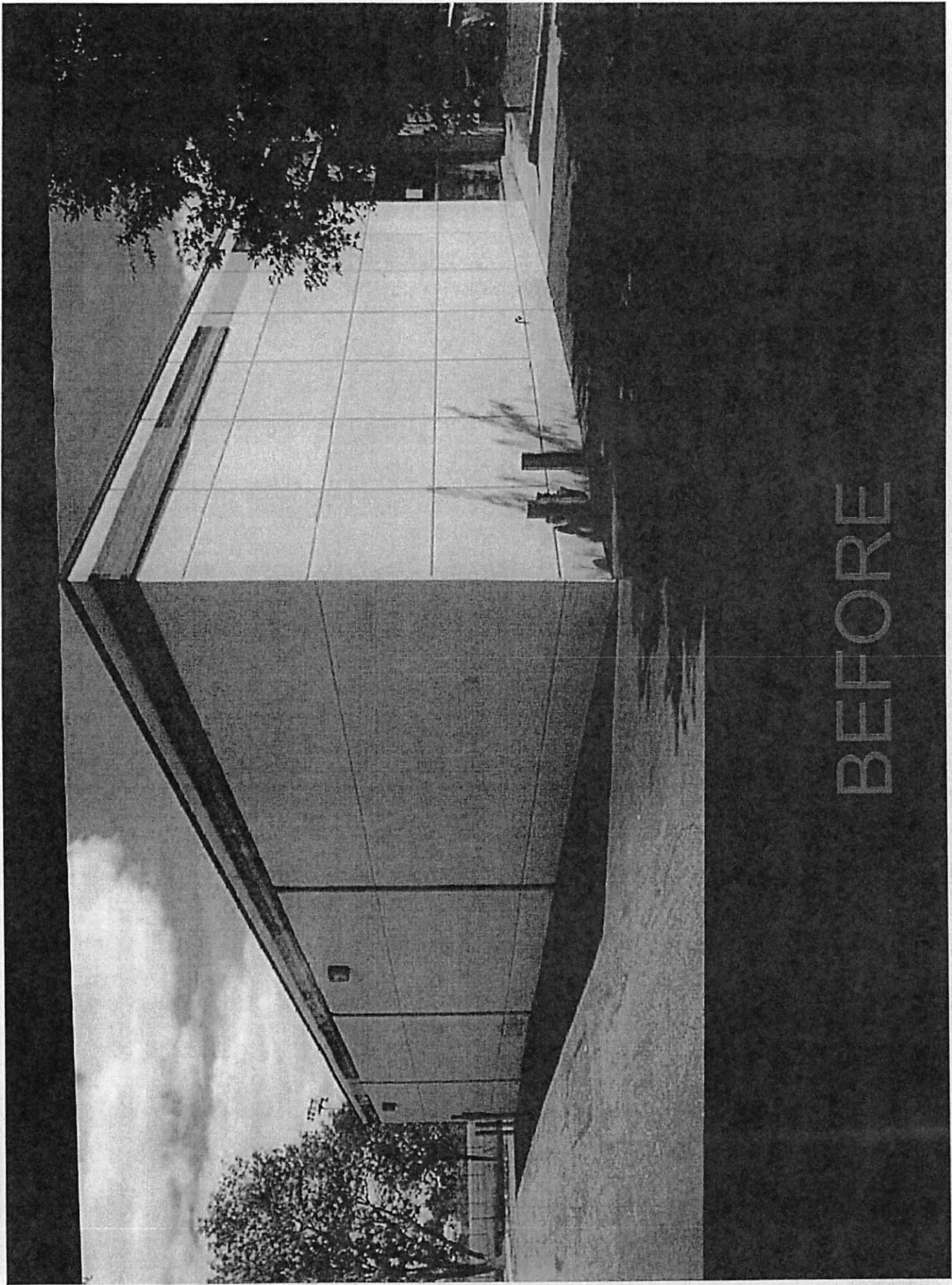
To be painted in bold colors to mark this building and site as a community activity center.

Building walls to be decorated with rotating community art either painted directly on the walls or hung as banners.

Wall facing Mt Vernon Avenue will exhibit images of the 4-Mile Run Master Plan.

# BUILDING AS ART & INFORMATION

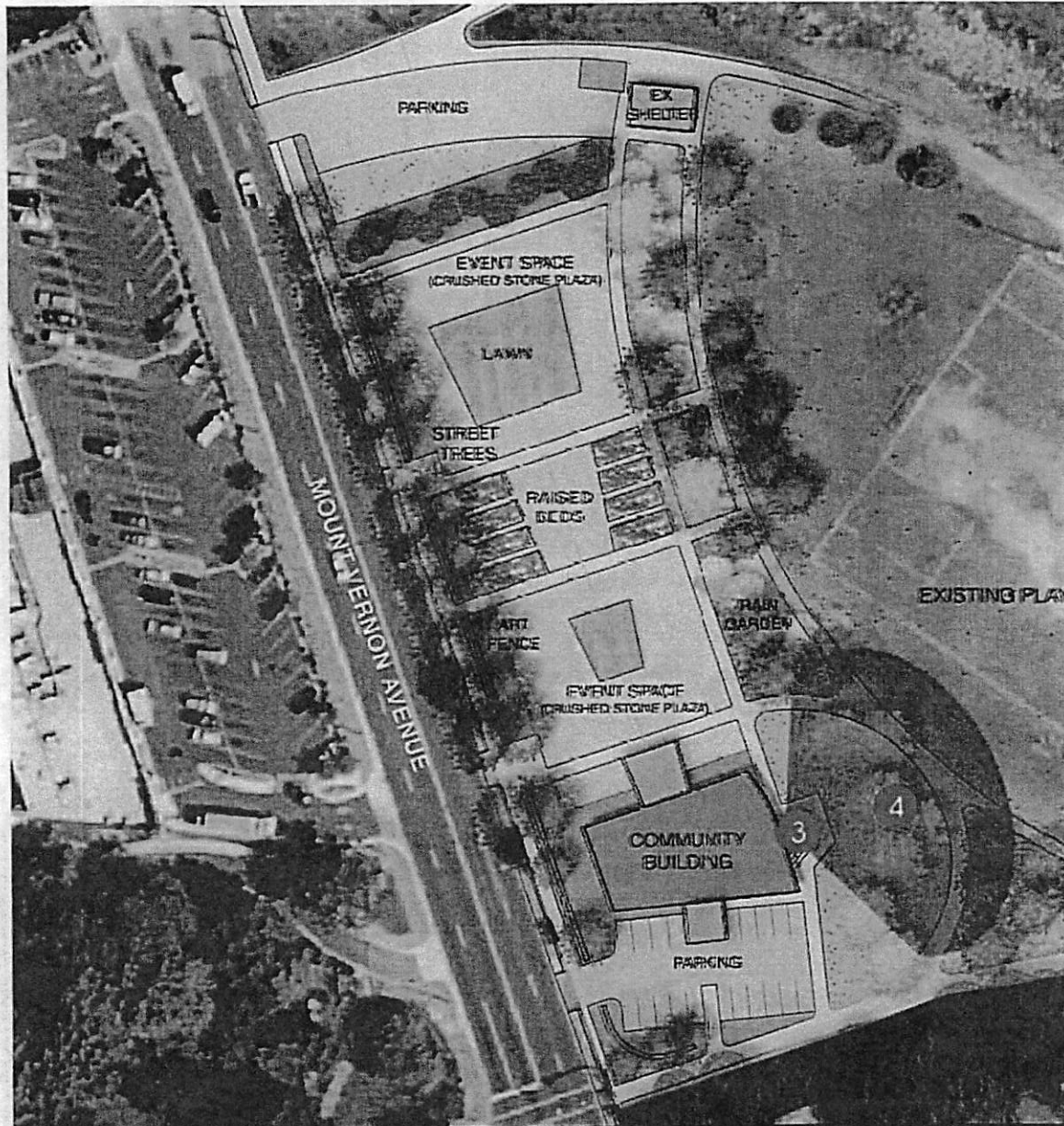
BEFORE







POSSIBILITIES



## LEGEND

### 3 Building Loading Dock

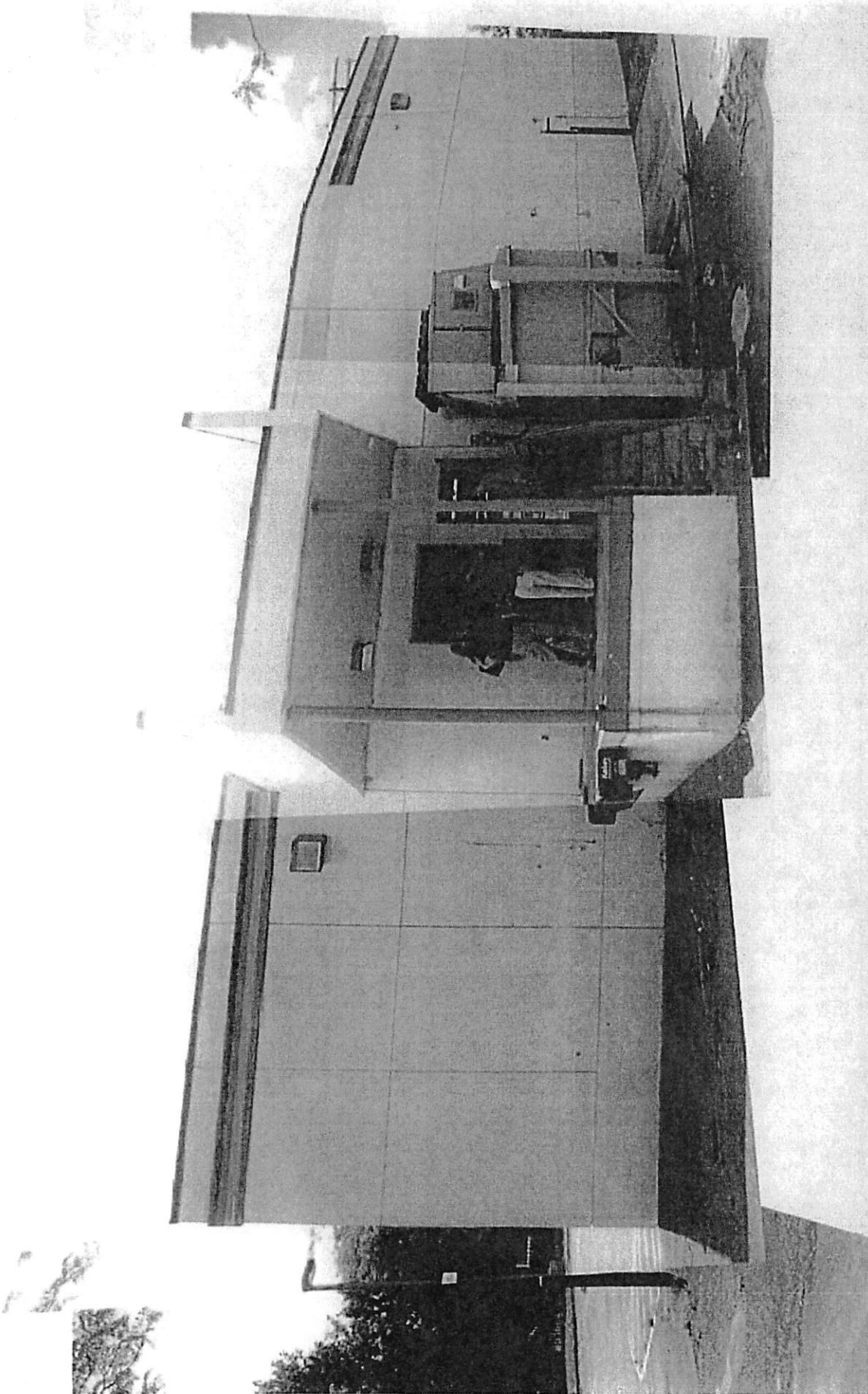
Can be used as a performance stage.

Adjacent side wall painted white to act as a screen of community midnight movie screenings.

### 4 Lawn Area

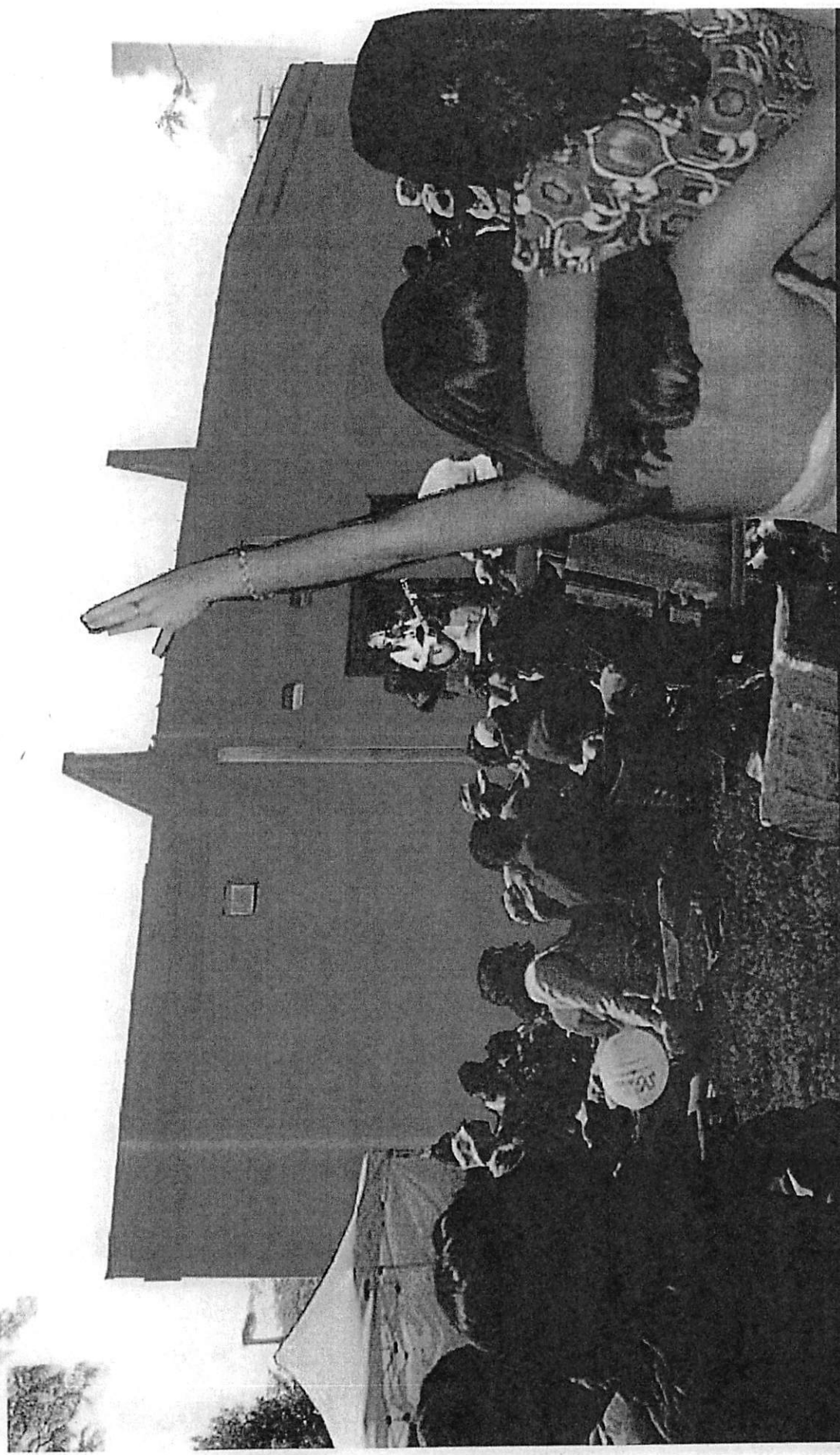
For picnics and seating for movies and performances.

# LOADING DOCK



EXISTING NORTH SIDE



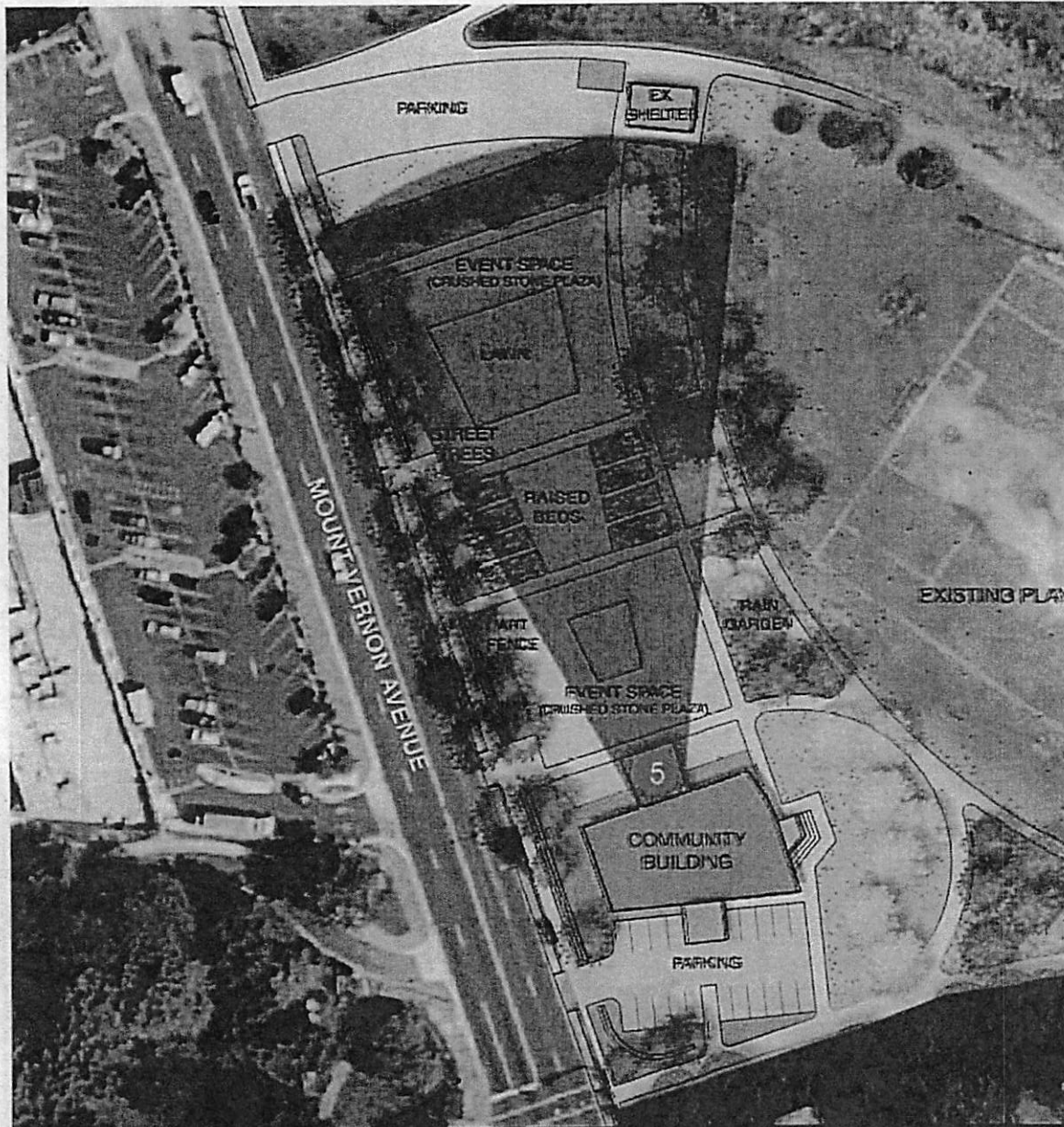


# OUTDOOR PERFORMANCE





# MIDNIGHT MOVIES



## LEGEND

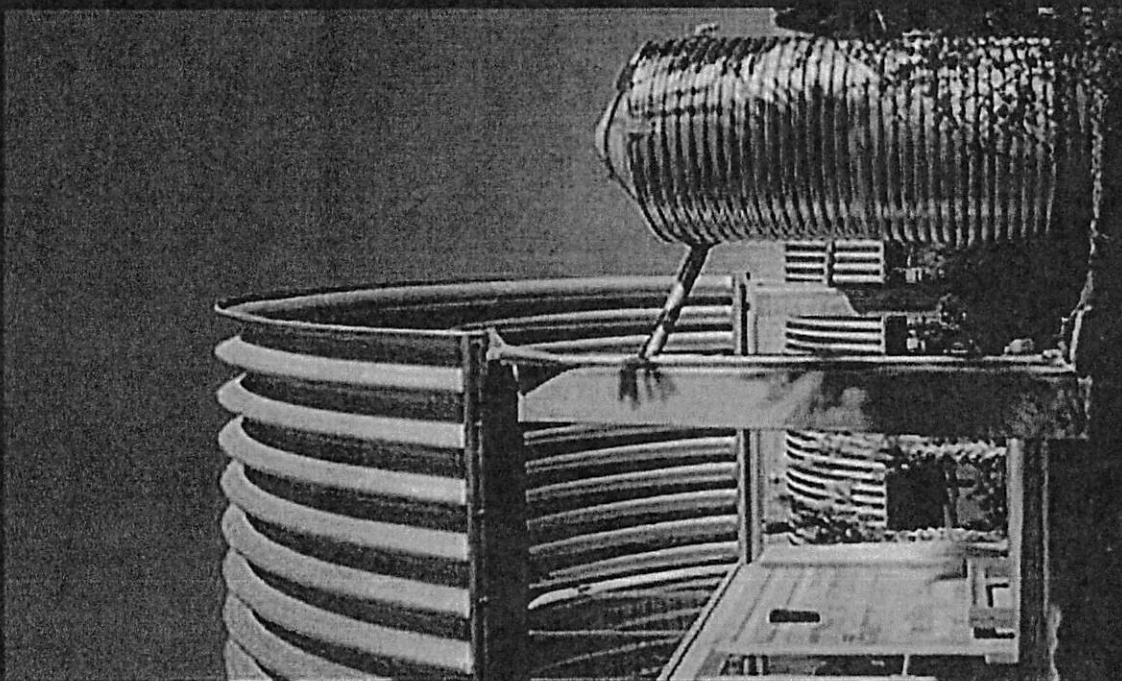
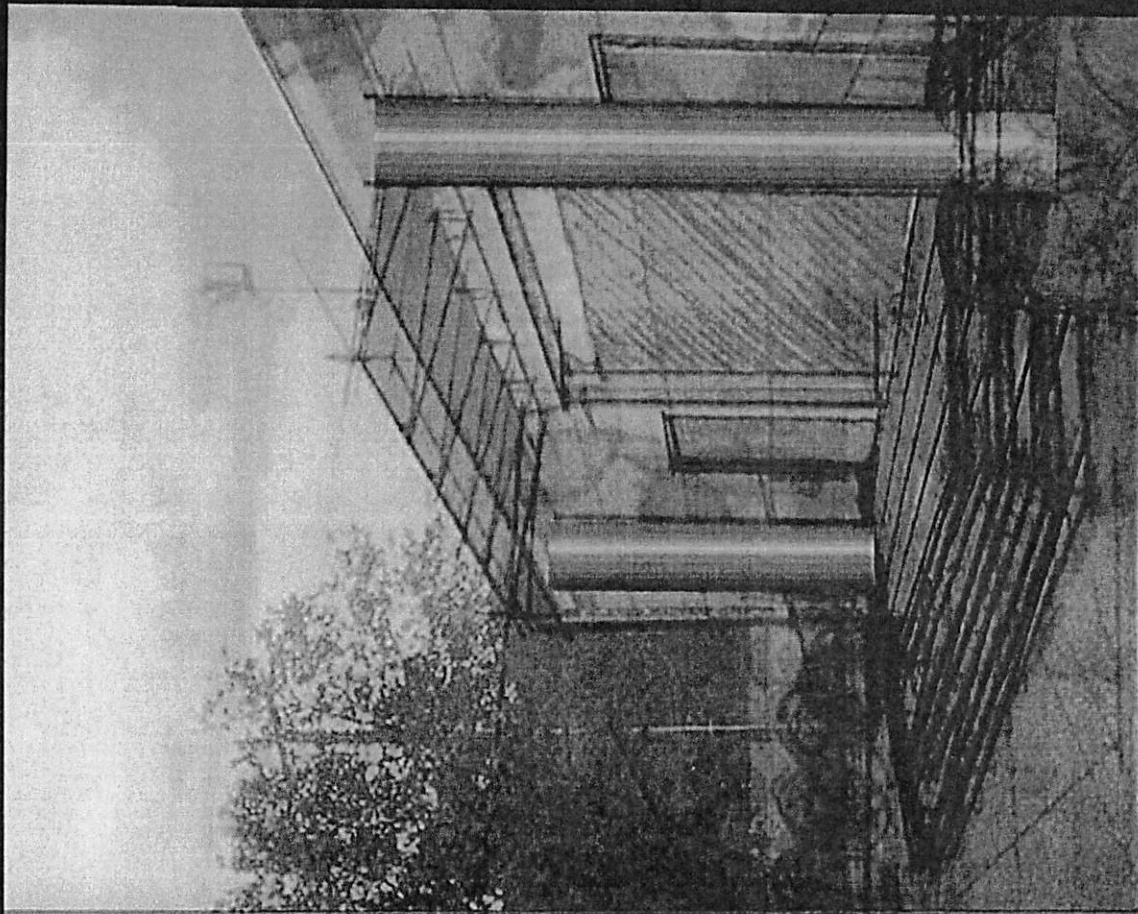
- 5 New Barn Door & Raised Covered Stage  
Can be used as a performance stage.

Steps around stage can be used for seating when stage not used.

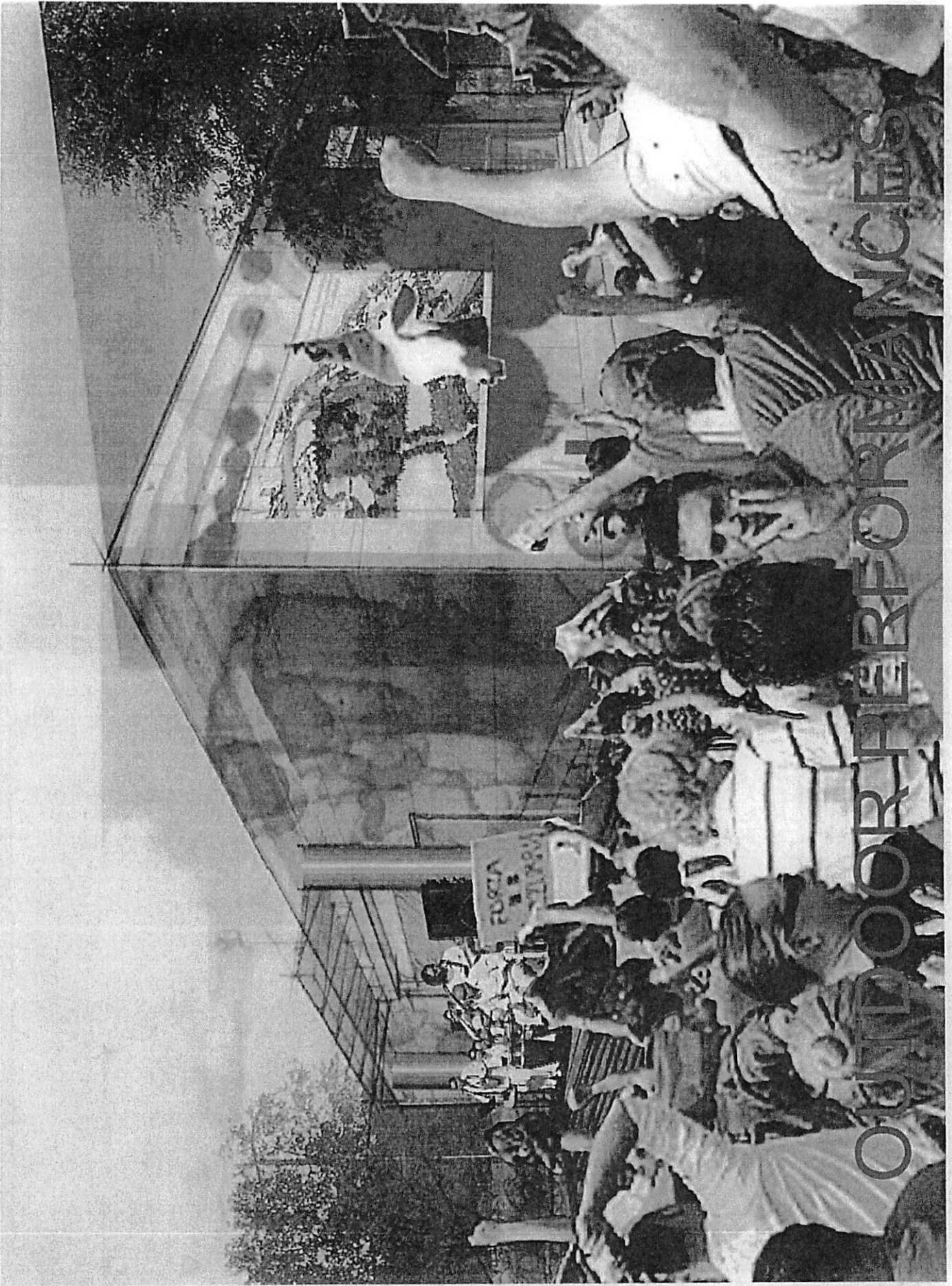
Canopy supported by large metal cisterns that will collect rain run-off from the building roof where it will be stored and used for local irrigation.

# FRONT & CENTER



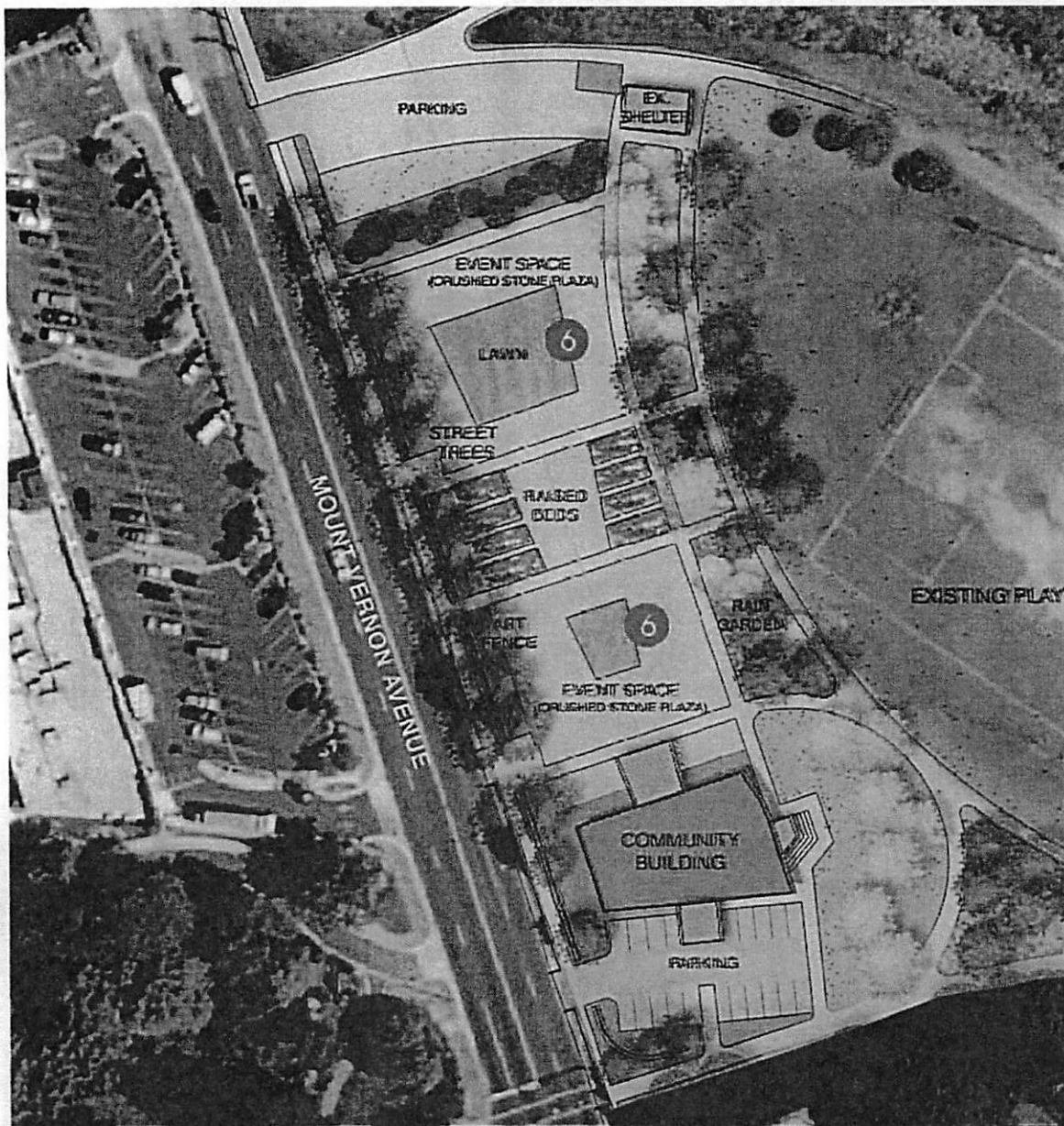


# CISTERN & STAGE



OUTDOOR PERFORMANCES





## LEGEND

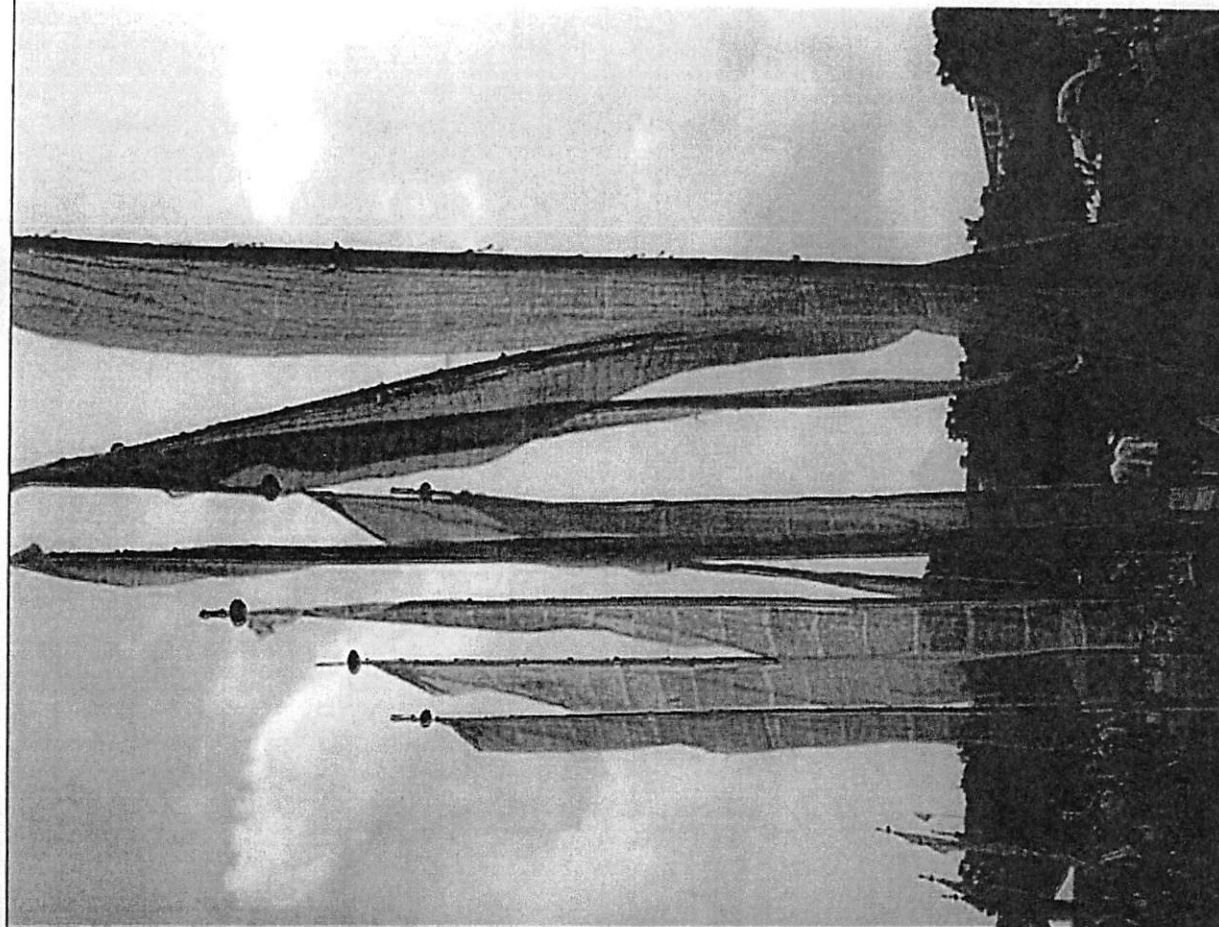
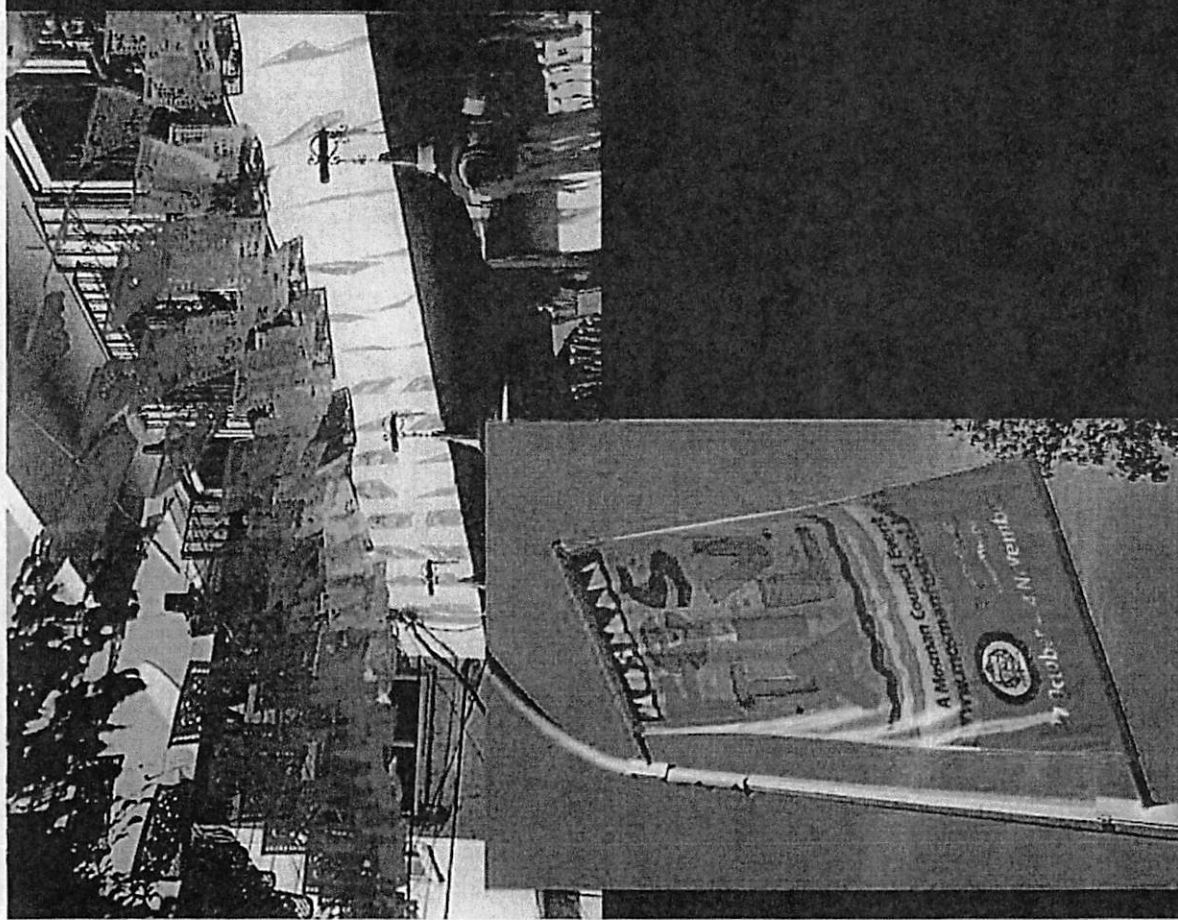
### 6 Community Plaza

To be used as a outdoor community living room. It will be designed for multi-purpose uses such as:

Farmers Market  
Arts & Crafts Fair  
Outdoor Performances  
Cultural Events  
Picnic Area

Designed in 3 outdoor rooms that can be developed in phases.

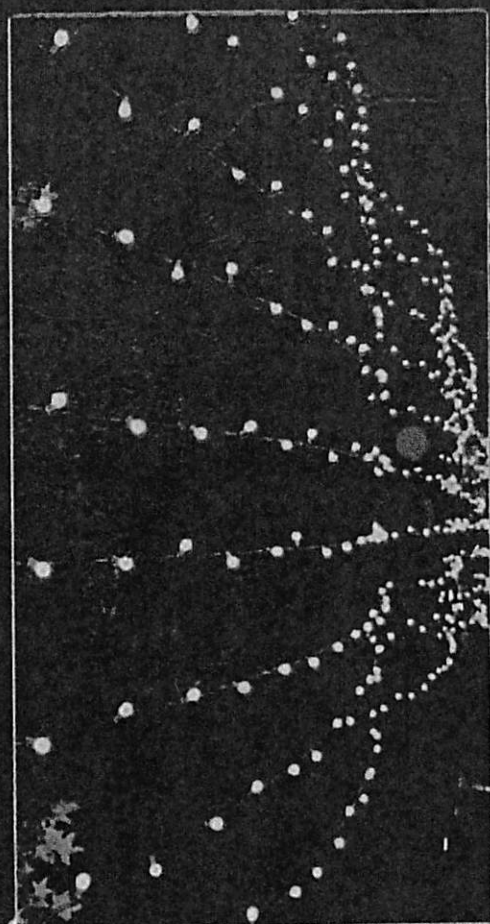
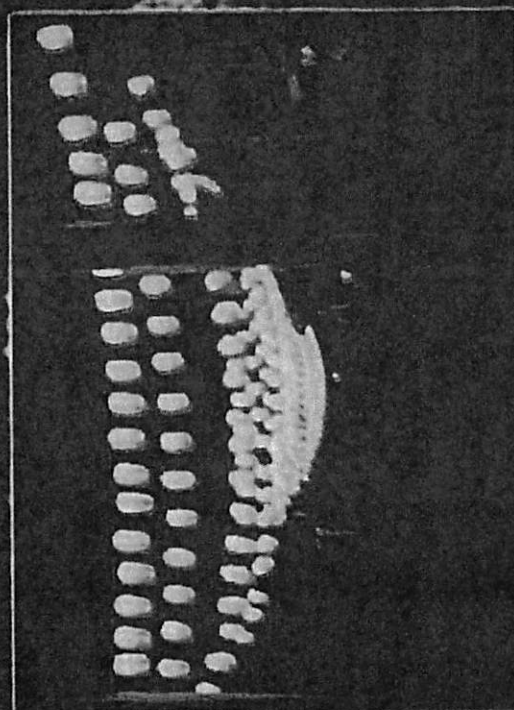
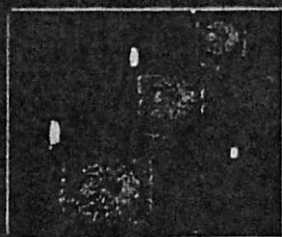
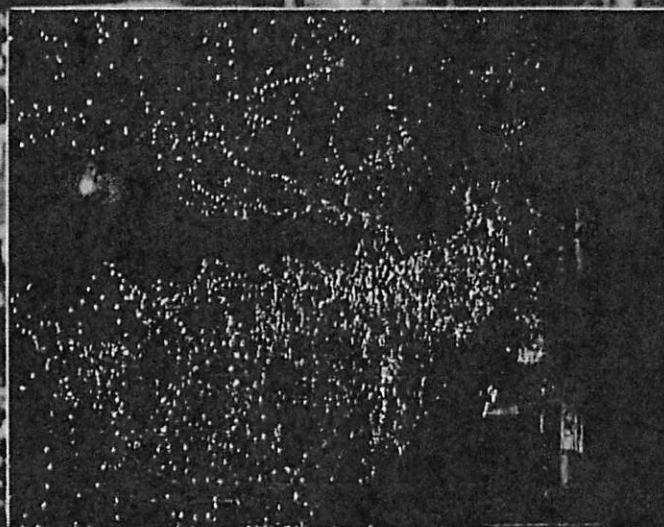
# COMMUNITY PLAZA

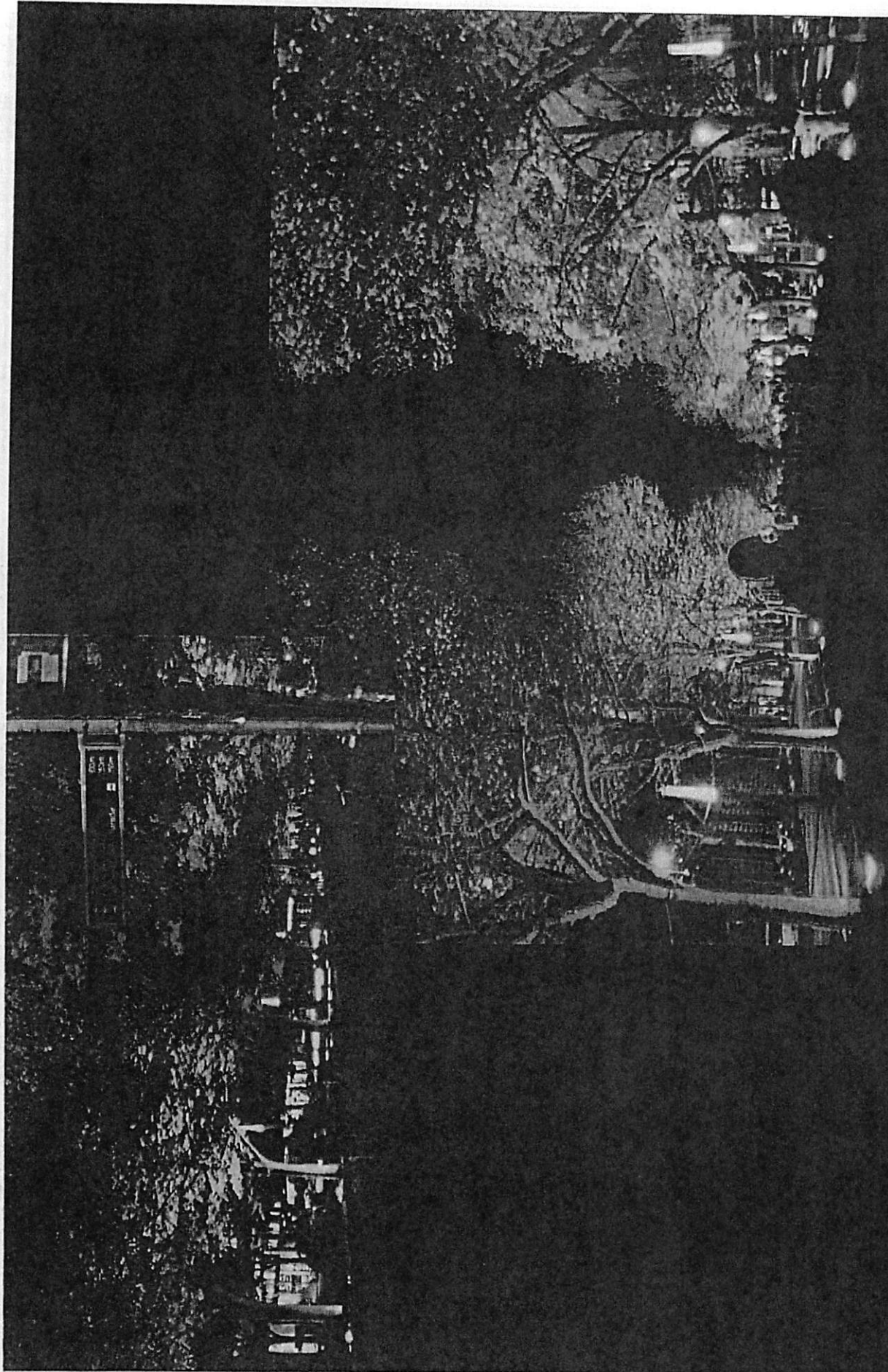


# BANNERS & SIGNPOSTS



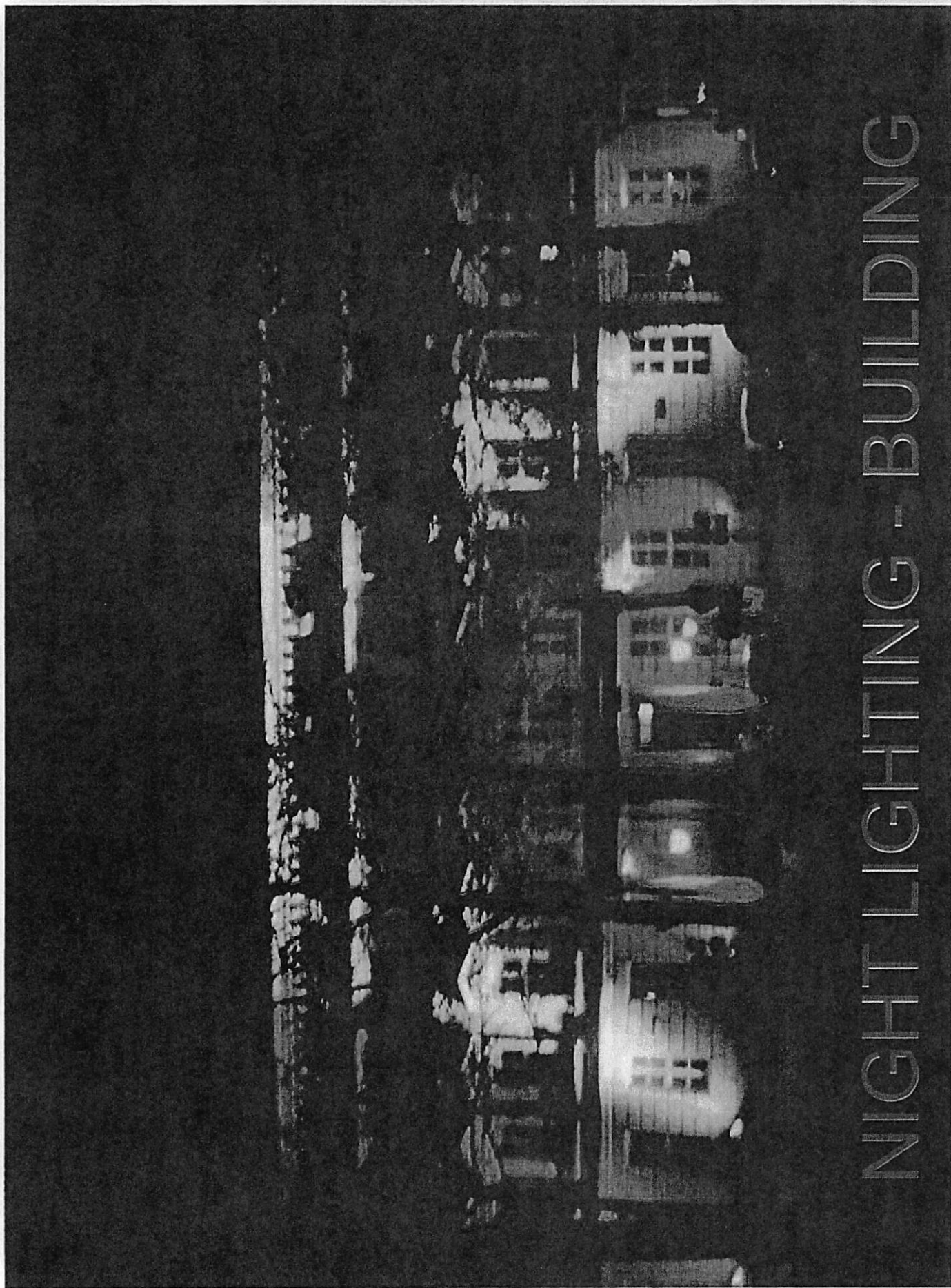
# NIGHT LIGHTING



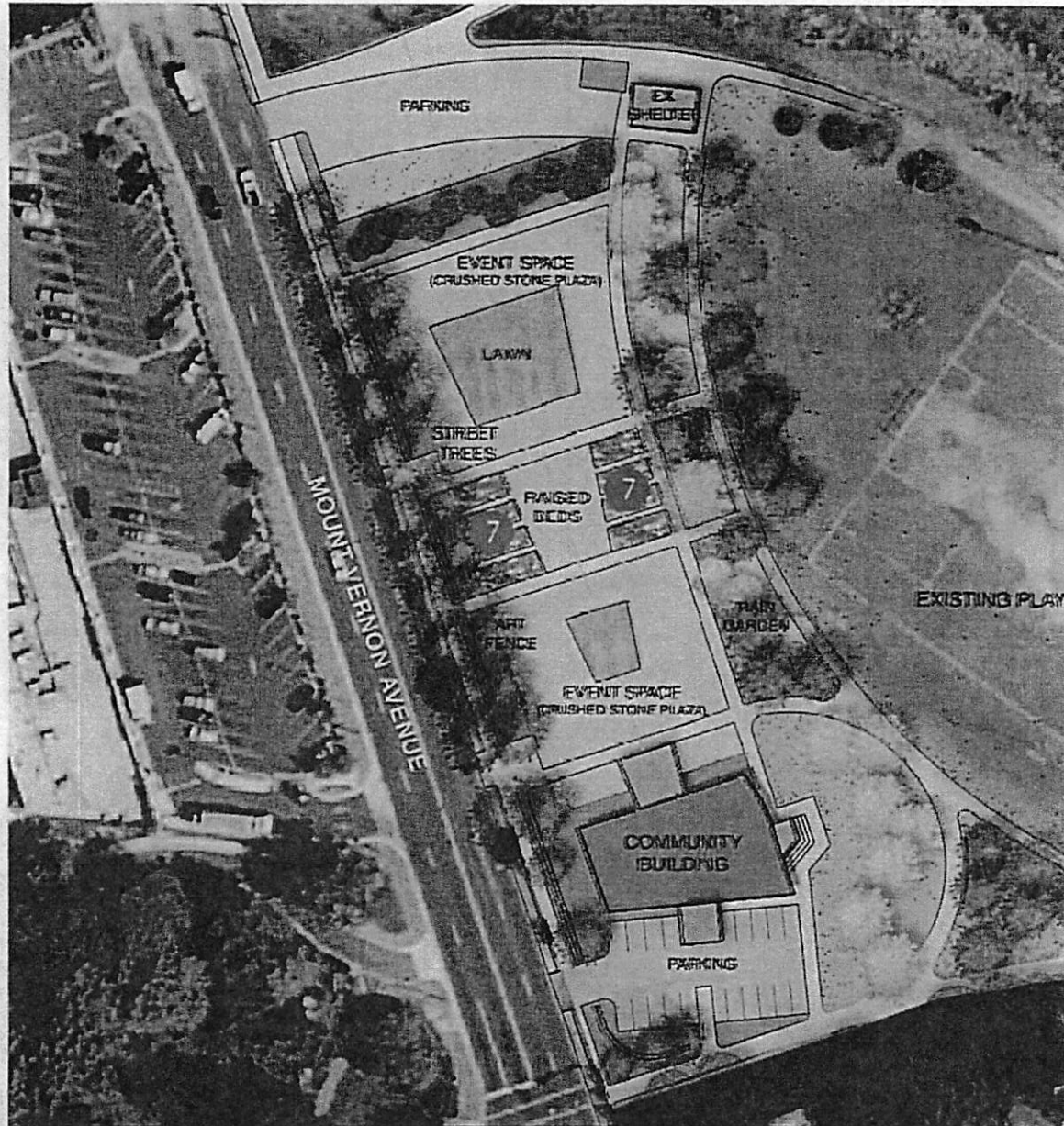


# NIGHT LIGHTING - TREES





# NIGHT LIGHTING - BUILDING



## LEGEND

### 7 Raised Planter Beds

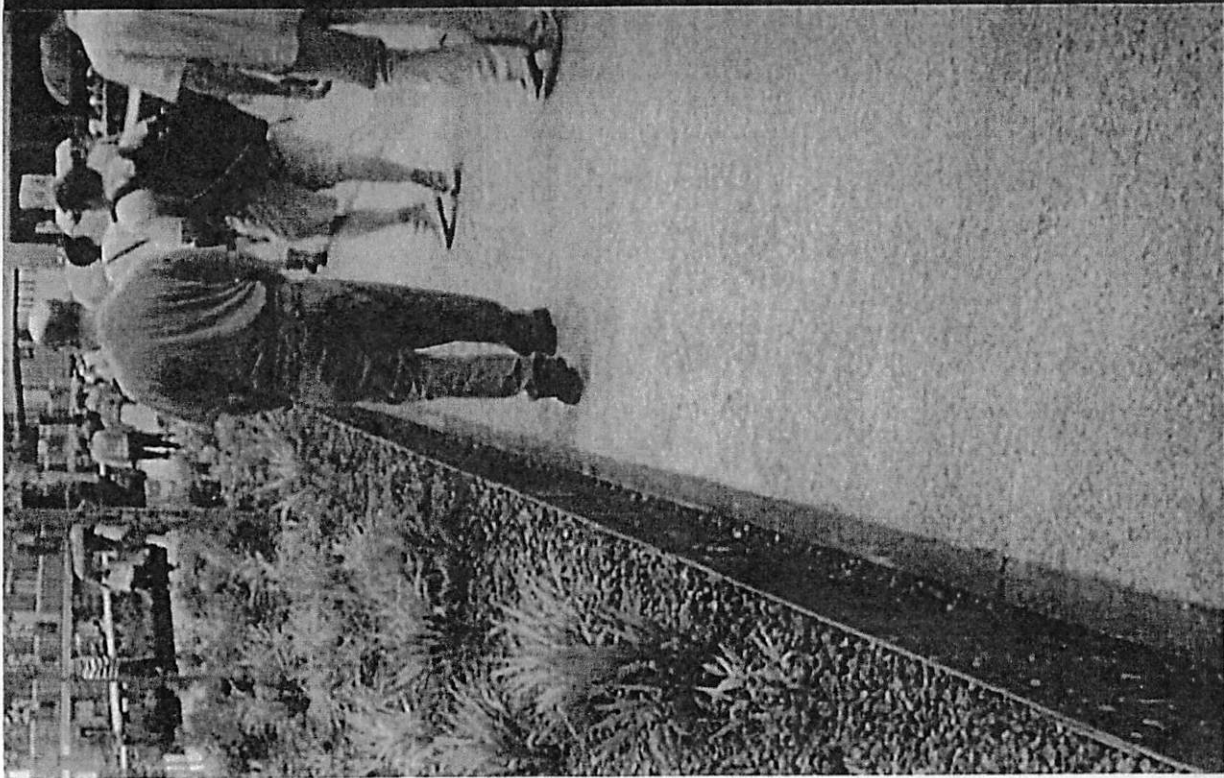
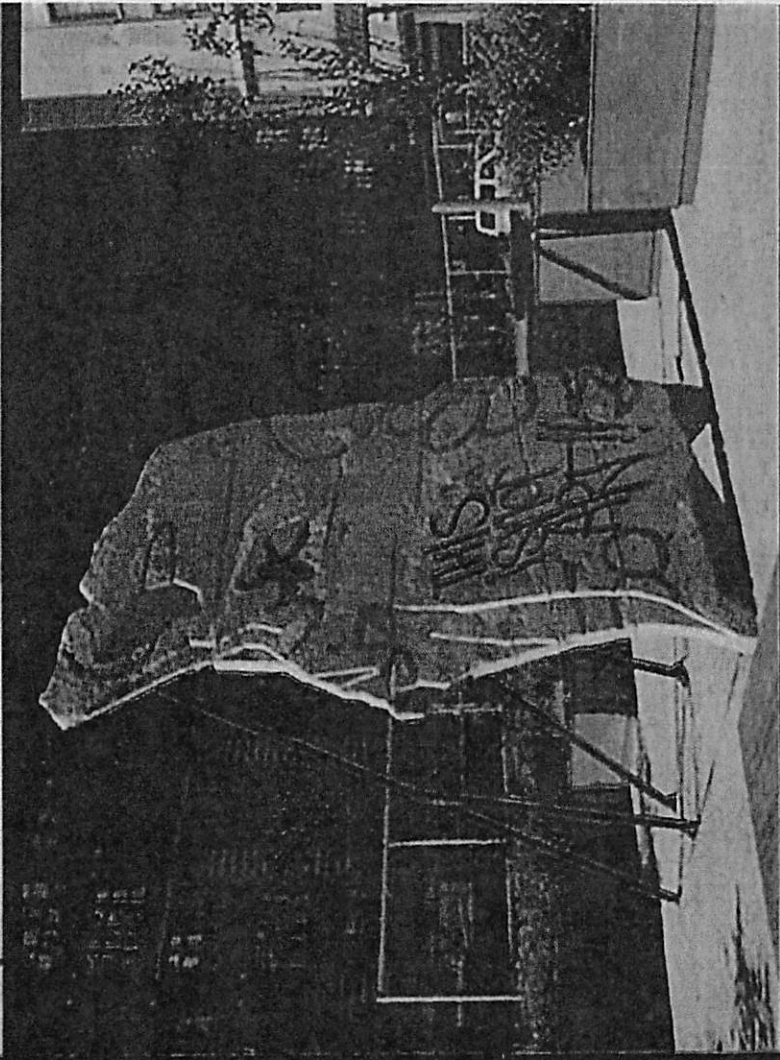
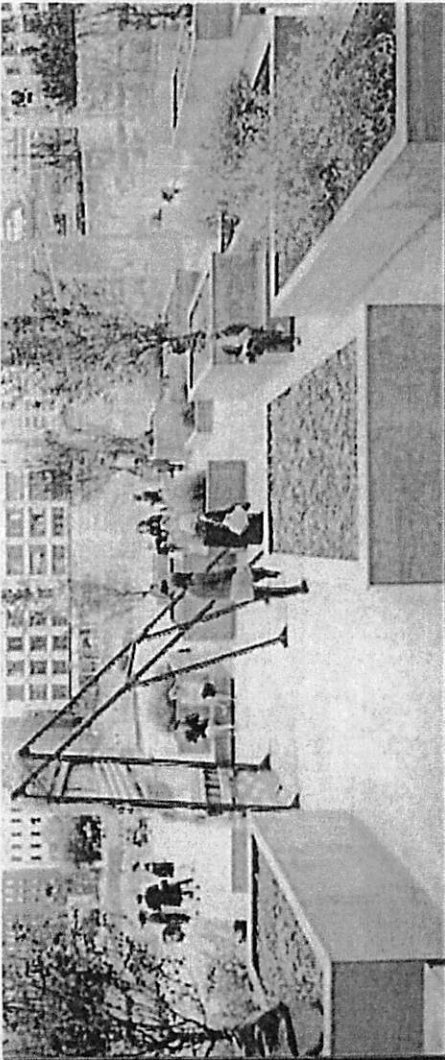
Designed to be portable and designed to provide seating along the perimeter.

Can serve as a nursery area cared for by volunteers to grow native plants for re-planting in other areas of the Four Mile Run Restoration Area.

FL

# LANDSCAPE FEATURE



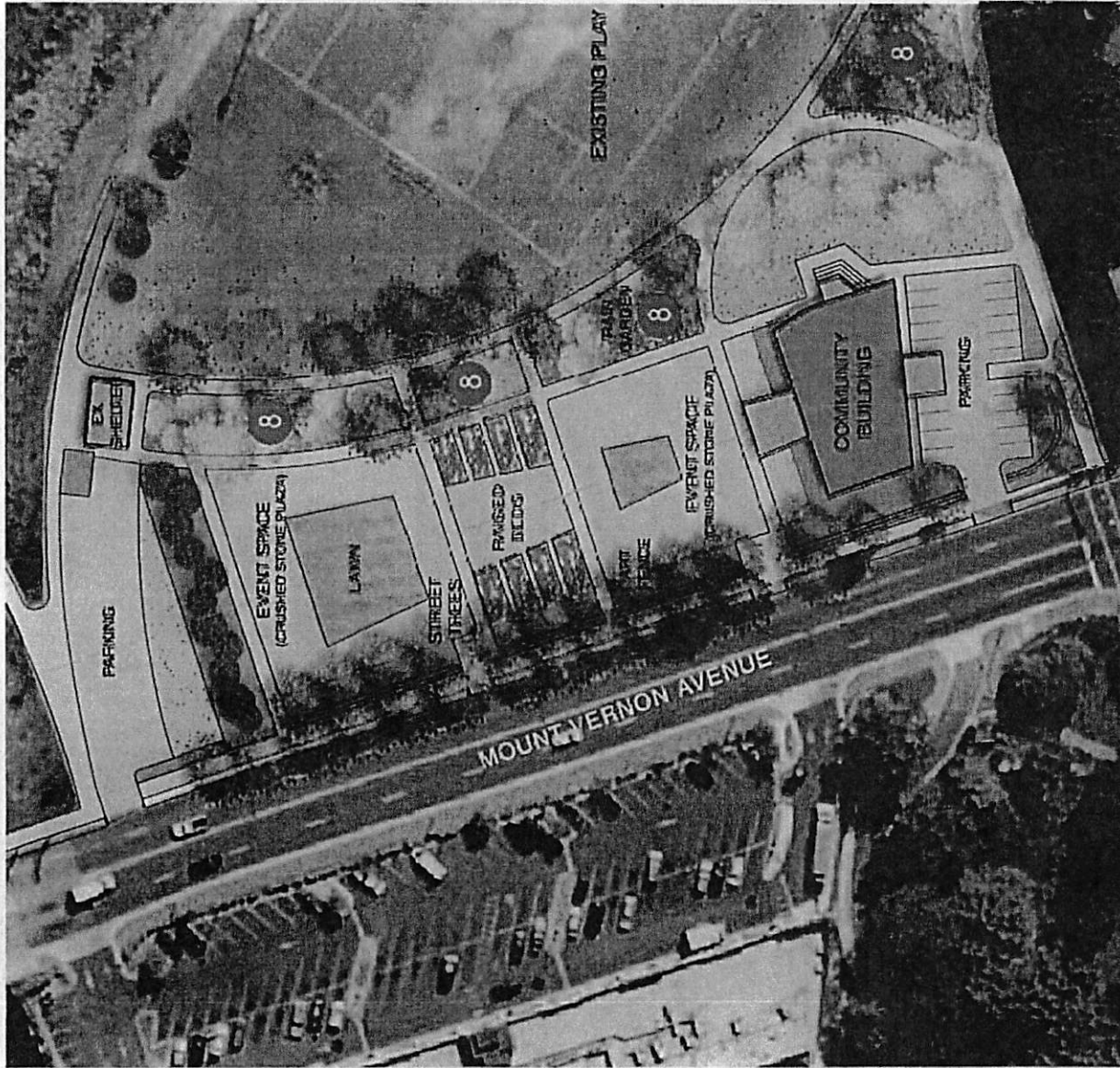


# RAISED PLANTERS

## LEGEND

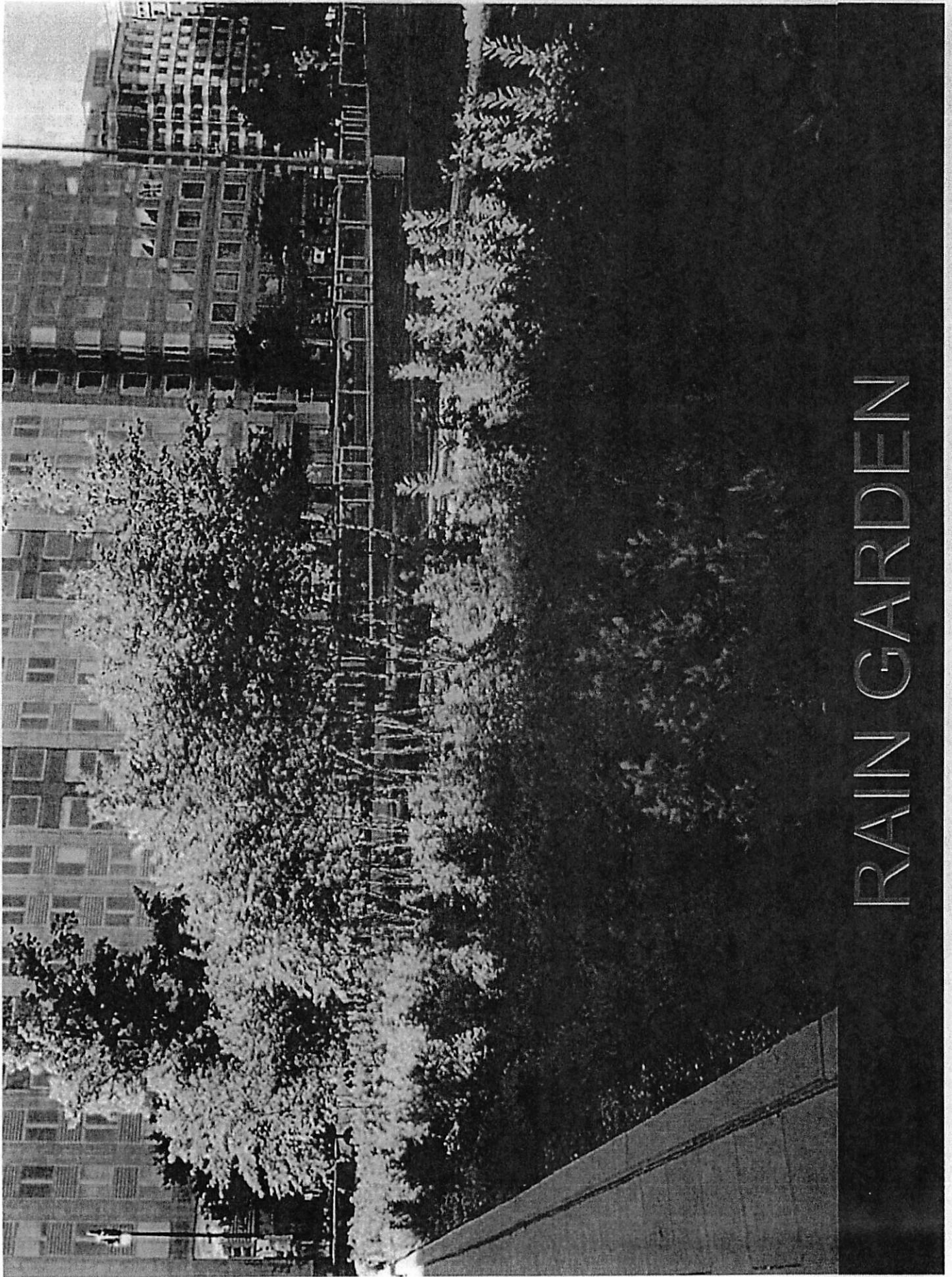
### 8 Rain Gardens

Will treat surface water run-off and provide a demonstration area to provide public awareness of environmental sustainability issues.



# SITE SUSTAINABILITY



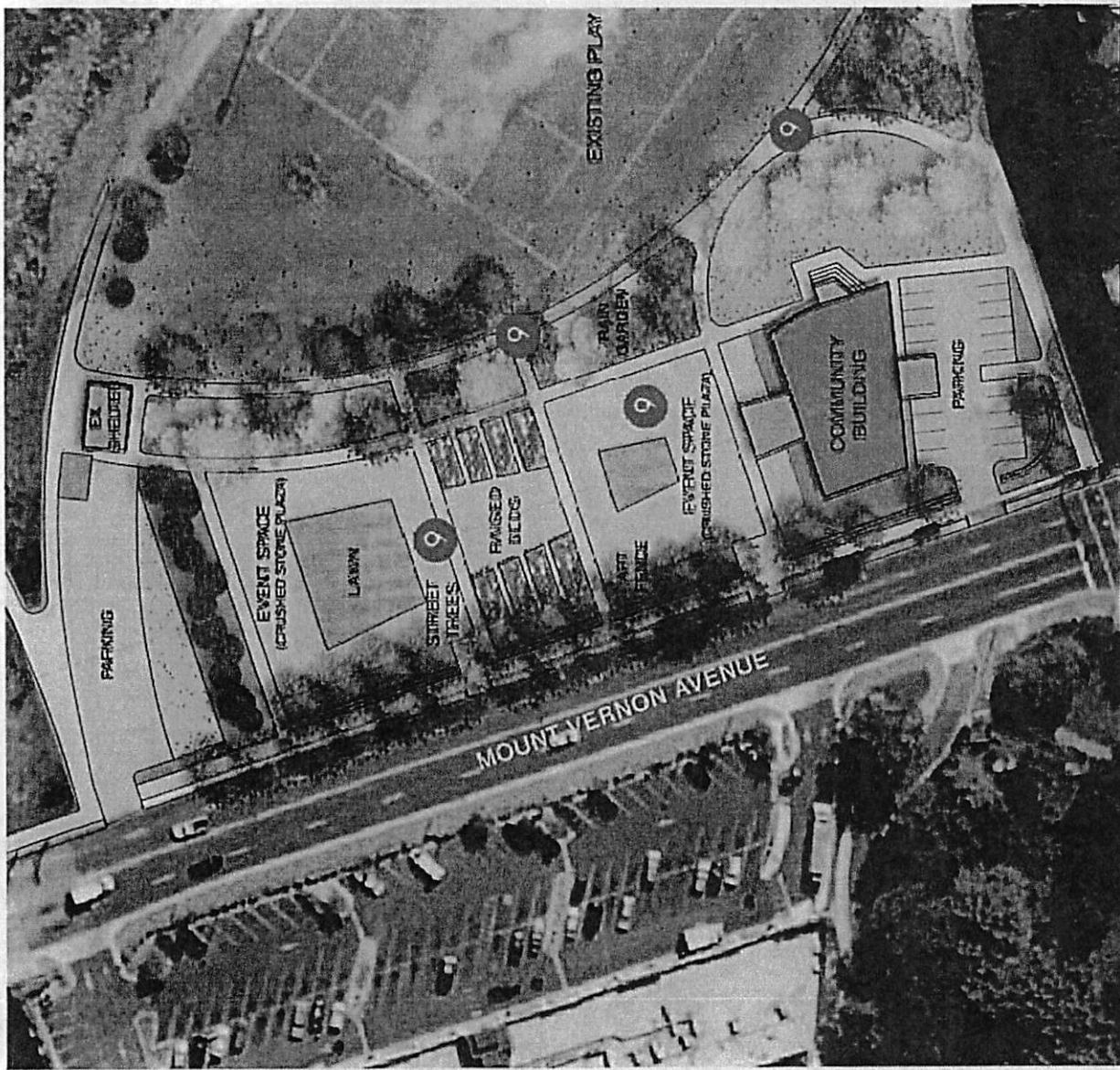


# RAIN GARDEN

## LEGEND

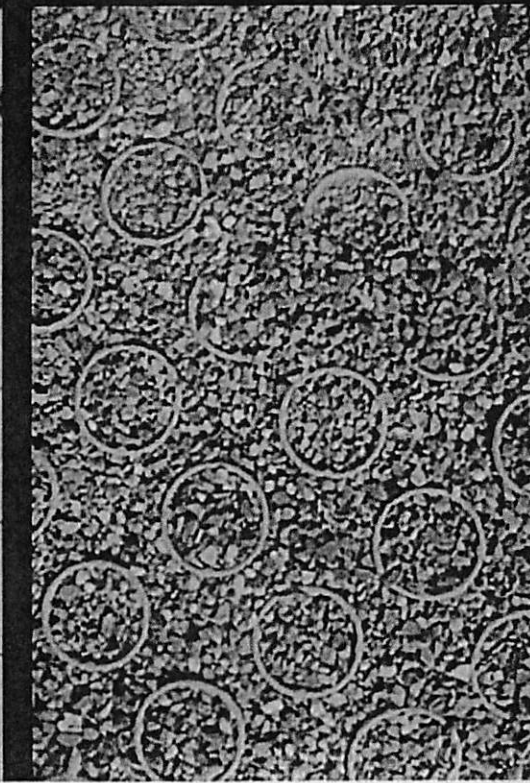
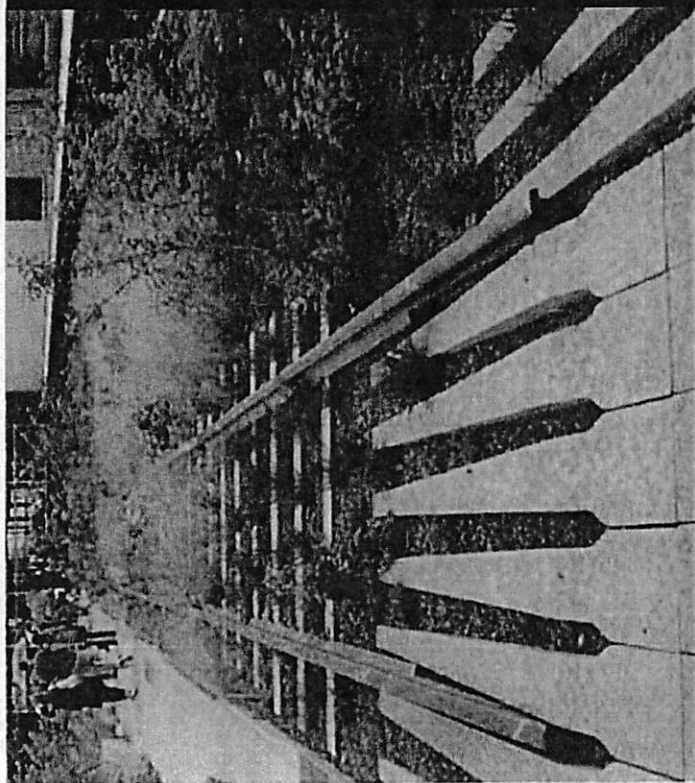
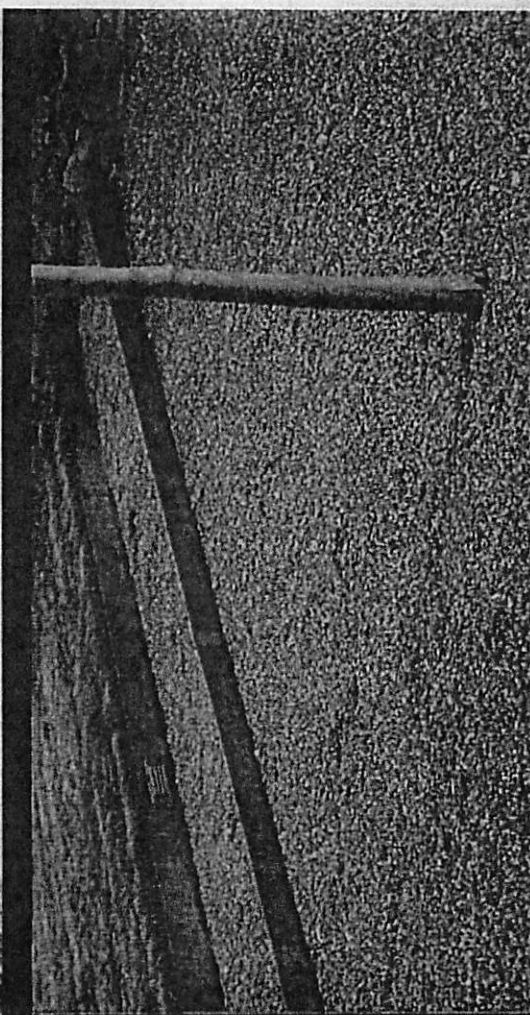
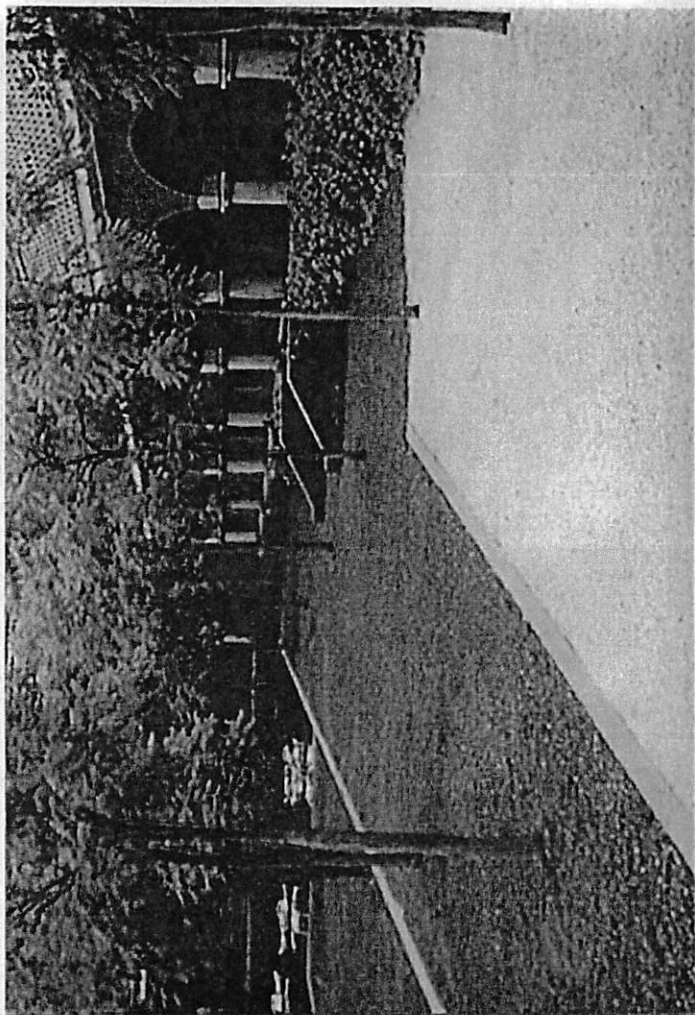
### 9 Plaza Paving & New Walkways

Inexpensive, sustainable paving for plaza surfaces and new walkways to connect this facility to the playing field and the Four Mile Run Trail network.

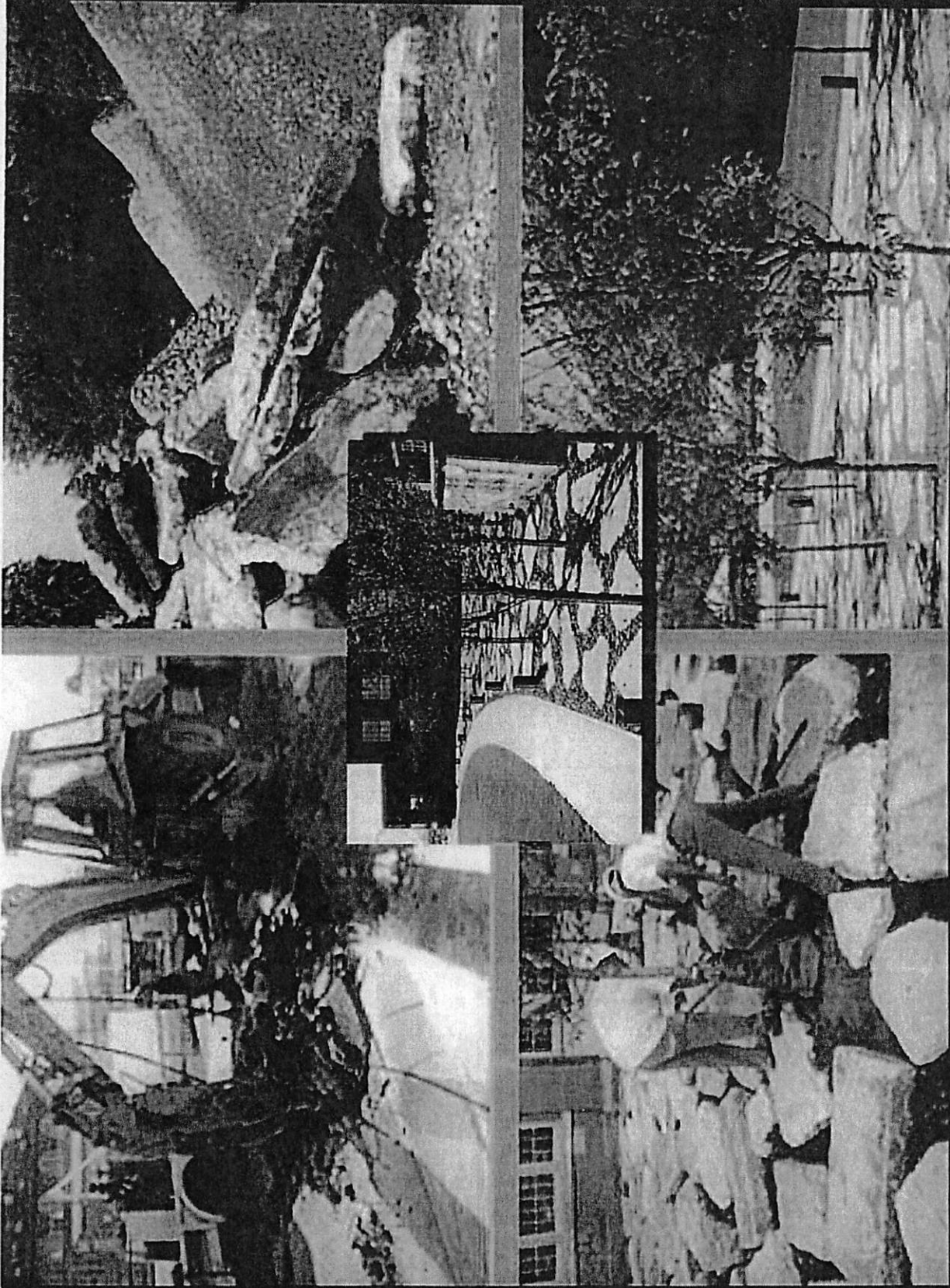


RECYCLED PAVING



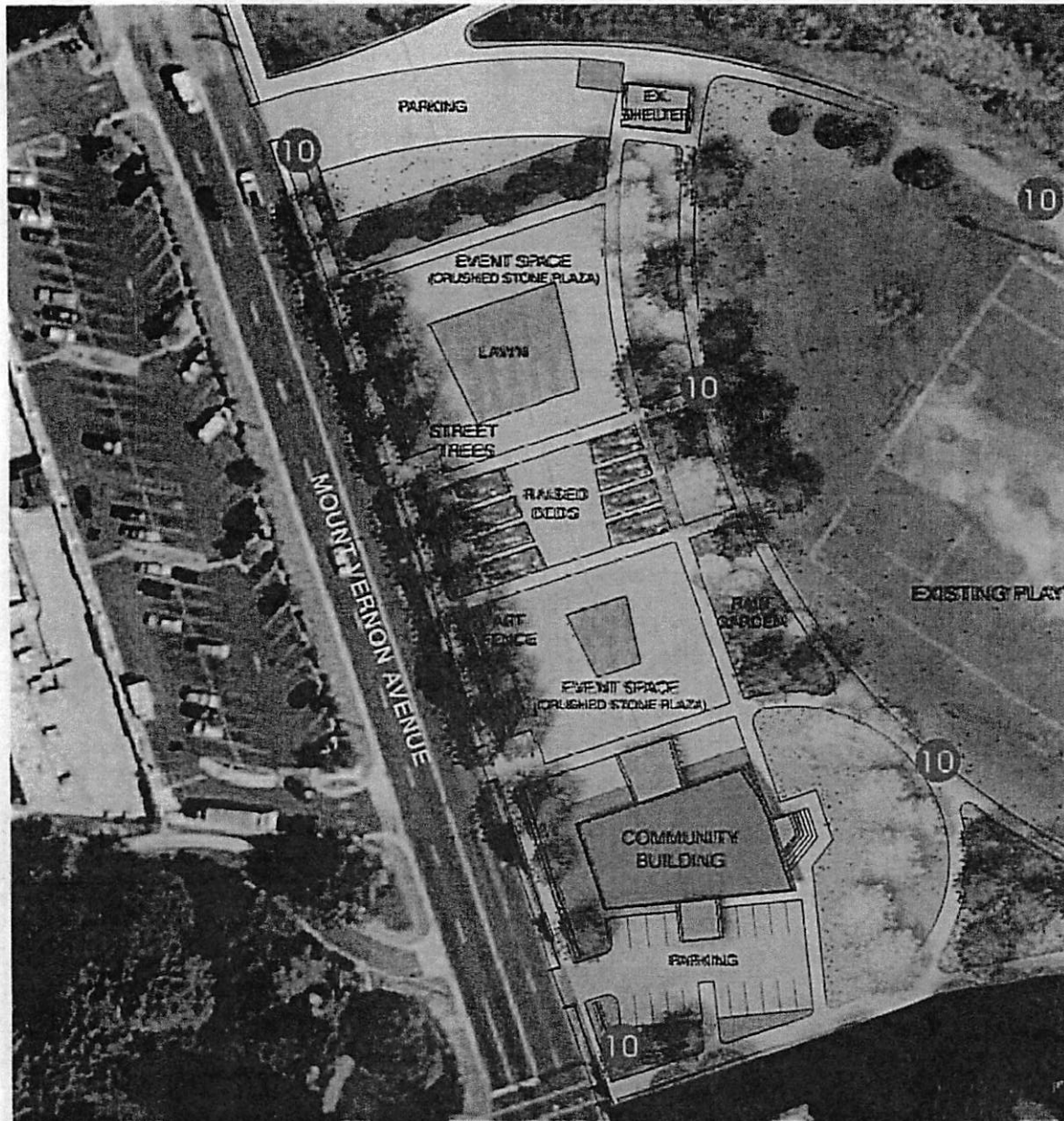


# PLAZA PAVING ALTERNATIVES



# RECYCLED CONCRETE





## LEGEND

### 10 Entry Markers

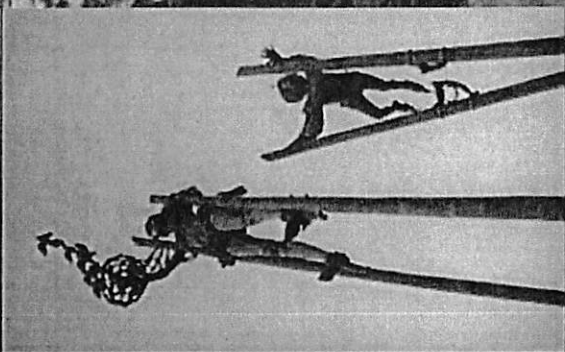
Community Art to serve as gateway sign posts that mark the entry to this facility.

### 10 Art Walk

Additional art pieces can be placed in other locations to designate those areas as an event place or to simply serve as signposts along the trail network.

# COMMUNITY ART

(24)





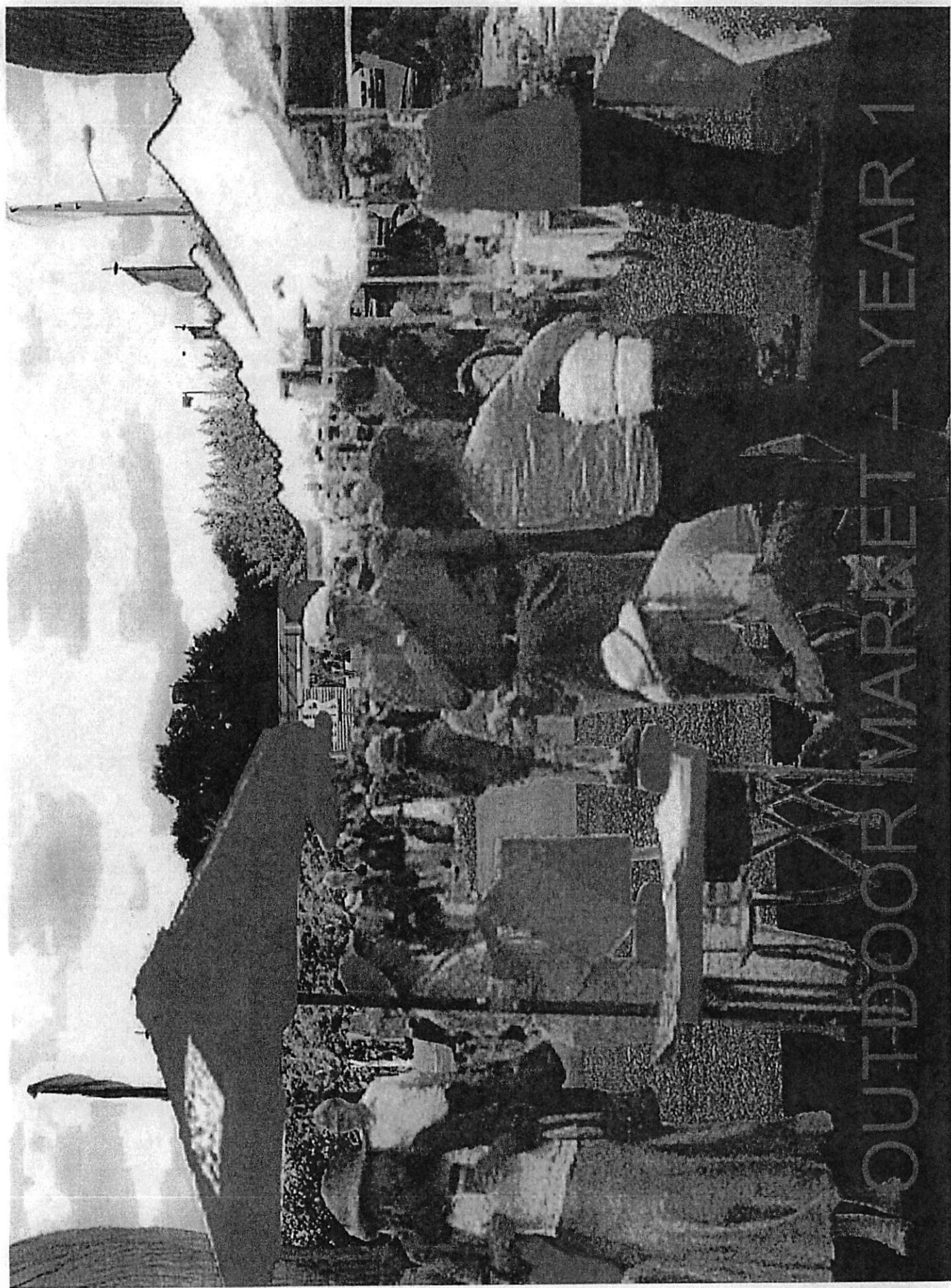


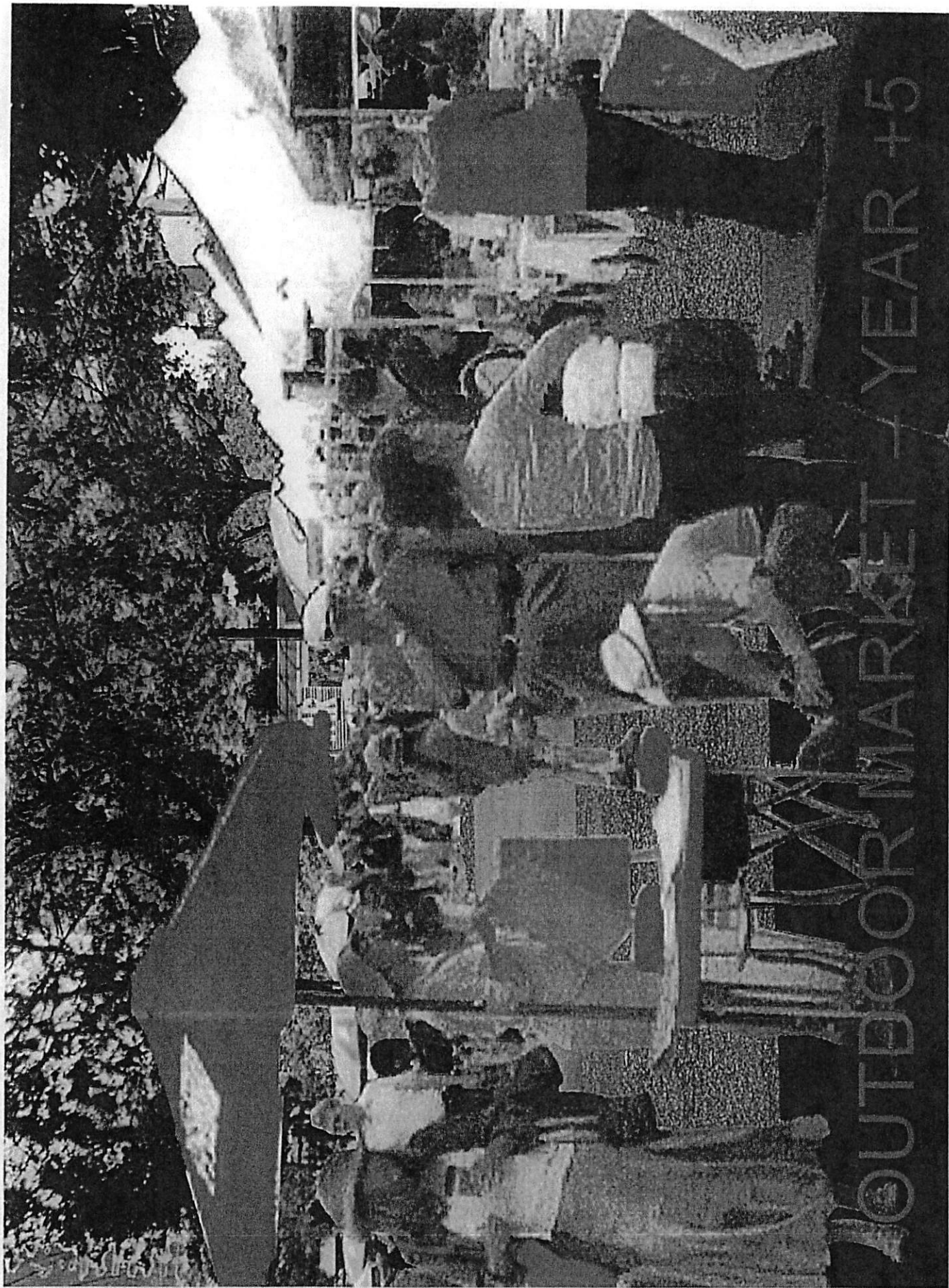
EXISTING SITE

# RENOVATION

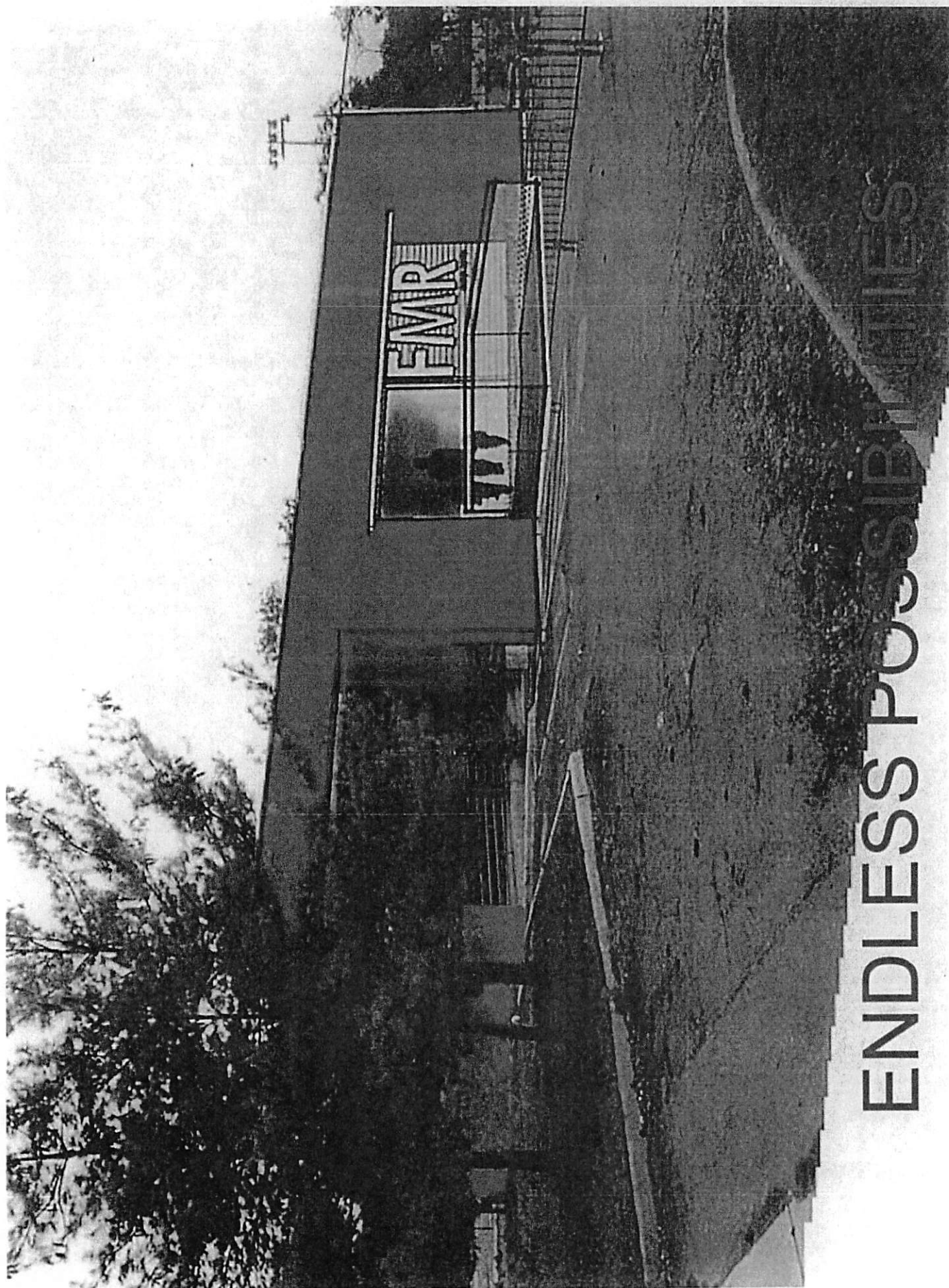












ENDLESS POSSIBILITIES



# ARCHITECTS ANONYMOUS

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Richa Bansal, Associate AIA

Karen Conkey, AIA, LEED AP

Judy Guse-Nordlake, AIA, LEED AP

Caitlin Jones, AIA, LEED AP

Stephen Kulinski, AIA

Robert Larson, AIA

Joseph Lavigne, AIA

Bruce Leclacheur, AIA, LEED AP

Martin G. Lord, AIA

Rebecca Mezny, LEED AP

Rae Nordlake, AIA

Jillian Pennicard, LEED AP

## SPECIAL ASSISTANCE BY

Eliot Rhodeside, FASLA, Principal

Kevin Fisher, Principal

Rhodeside & Harwell, Inc.

Landscape Architects

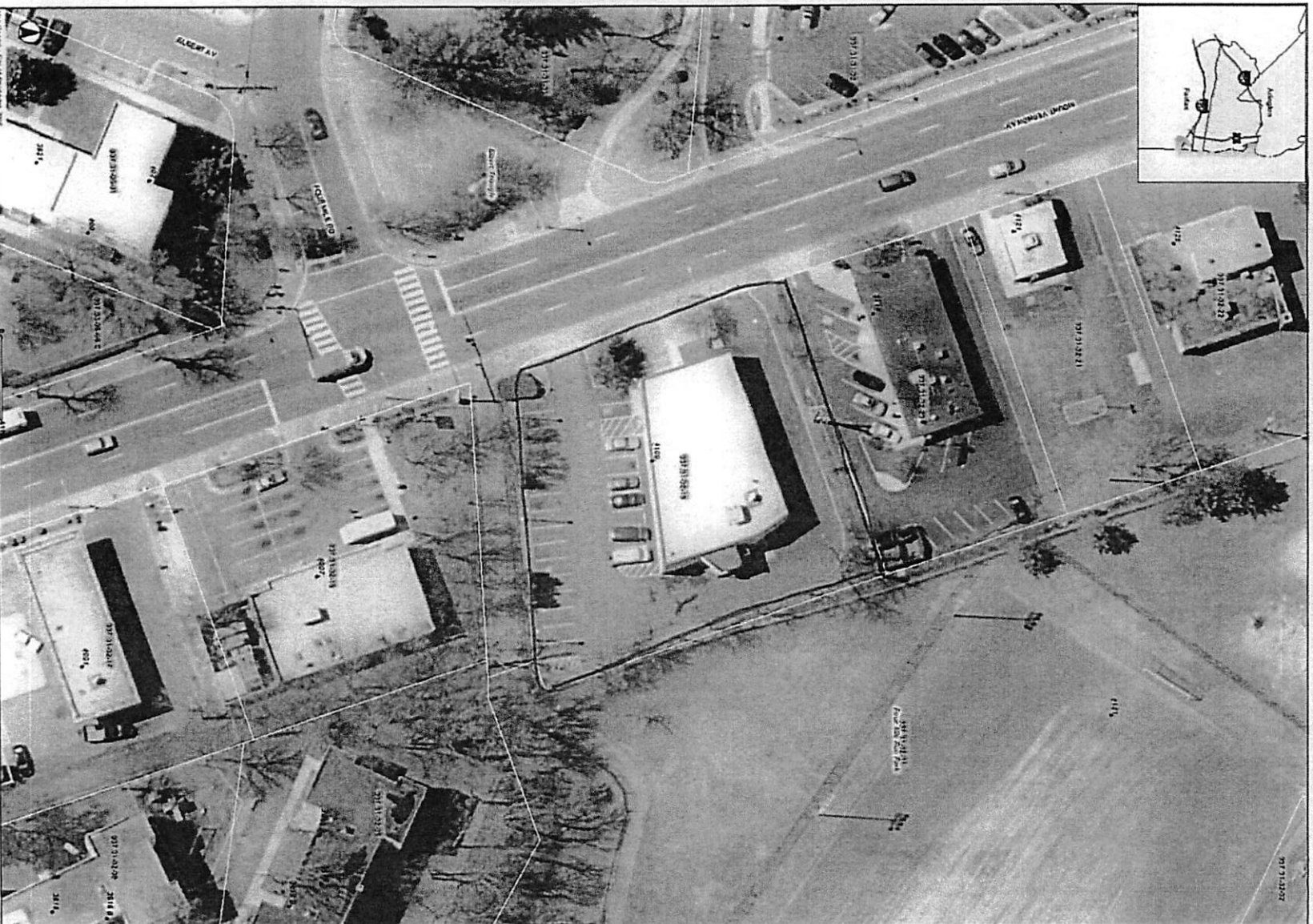
Joe McCoy, AIA, Four Mile Run Task Force



## Existing Site

City of Alexandria

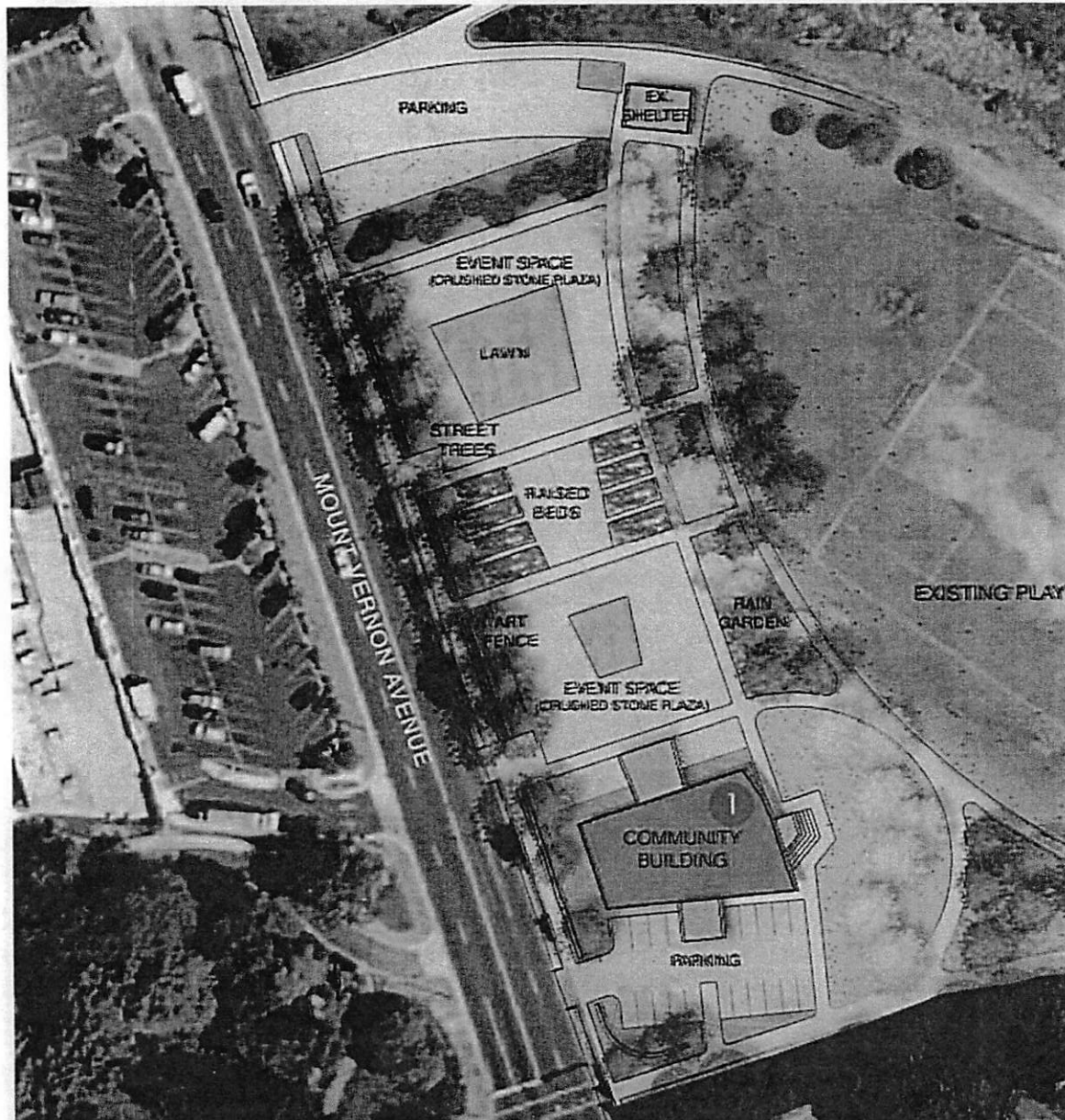
Date Created: 3/23/2010



- Legend for Parcel Map**
- City Boundary
  - Address Points
  - National Trails
  - 300'
  - 1000' 300'
  - Publics
  - Road Labels
  - 2007 Aerial
  - Road Centerlines
  - Aerial Overlay, Contour, Elevation, Contour
  - Surveying
  - 2007 Aerial
  - Rancho
  - Railroads
  - Buildings
  - Parks
  - Water
  - Drainage Area
  - Other
- City of Alexandria

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# Architects Anonymous Concept Site Plan



## LEGEND

### 1 Existing DURON Building

Designed to be used as a daytime, seasonal building. It will have no HVAC or lighting except those provided by natural daylight.

It will be designed as a simple enclosure to allow it to be used by the community for any number of purposes:

Exhibition Space

Cultural Center

Community Meeting Hall

Indoor & Outdoor Performance Venue

Classroom

Public Restroom Facility

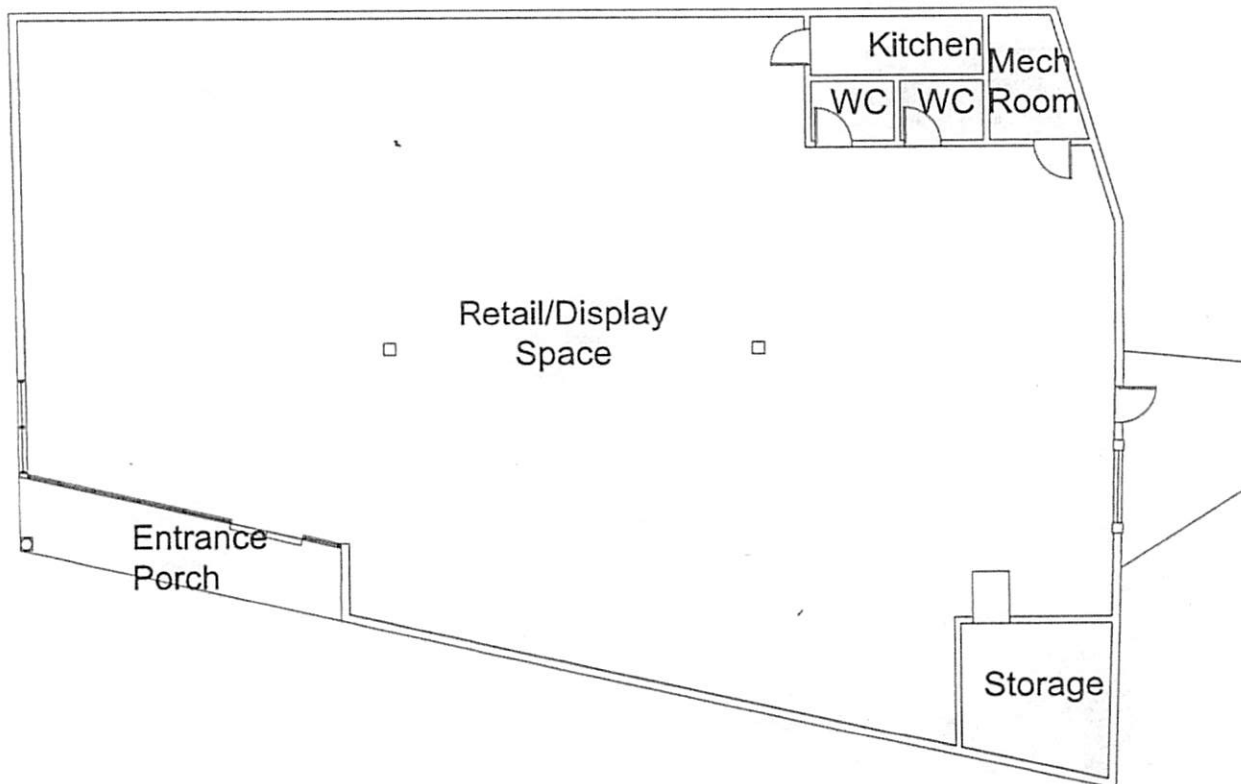
Temporary Storage for an Outdoor Market

# DURON BUILDING

4109 Mount Vernon Avenue  
Future Use Study



CITY OF ALEXANDRIA, VIRGINIA  
October 2007



4,903 gross s.f.

Existing Floor Plan



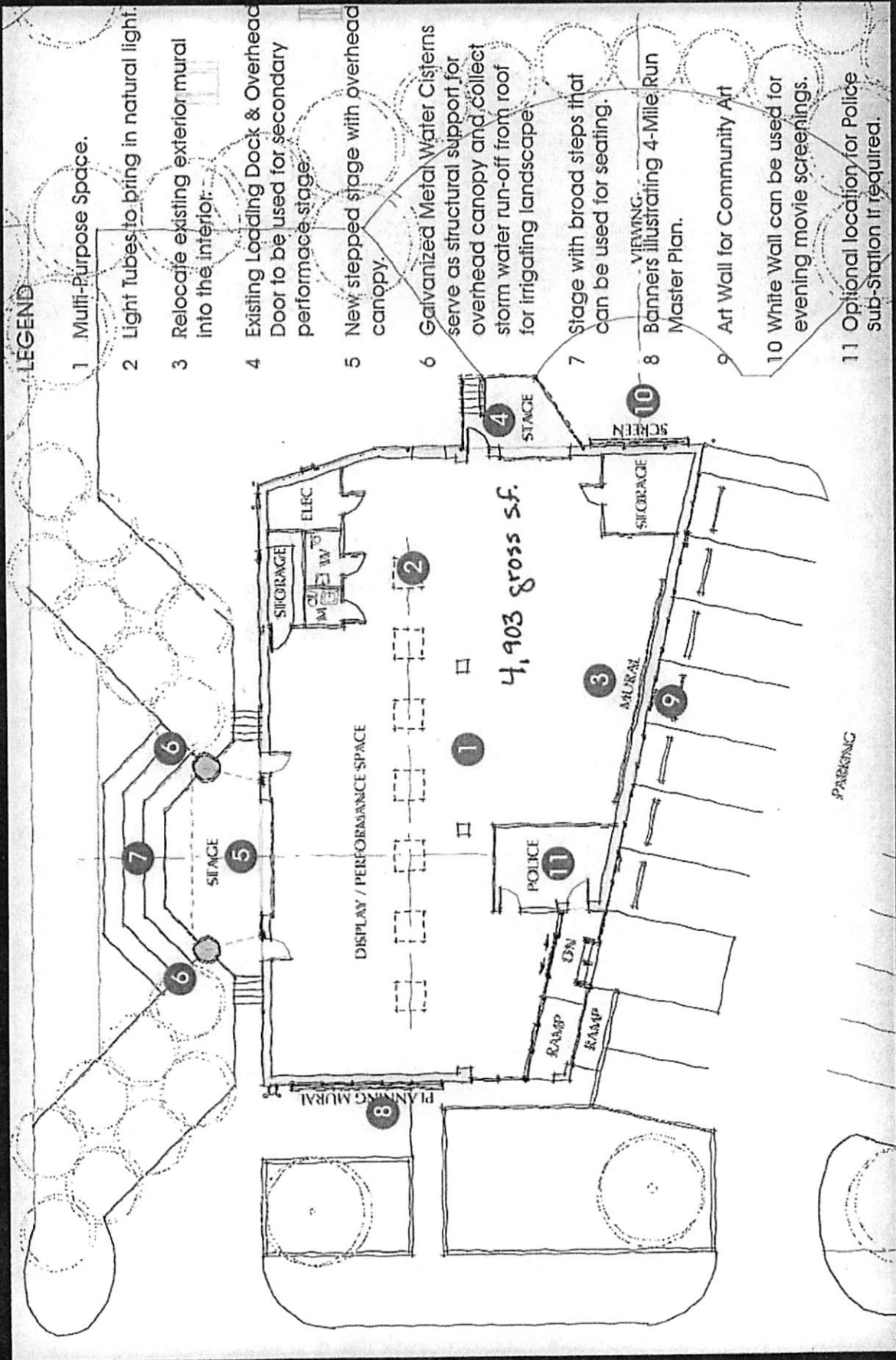
Graphic Scale

0 5 ft 10 ft 20 ft

Baker



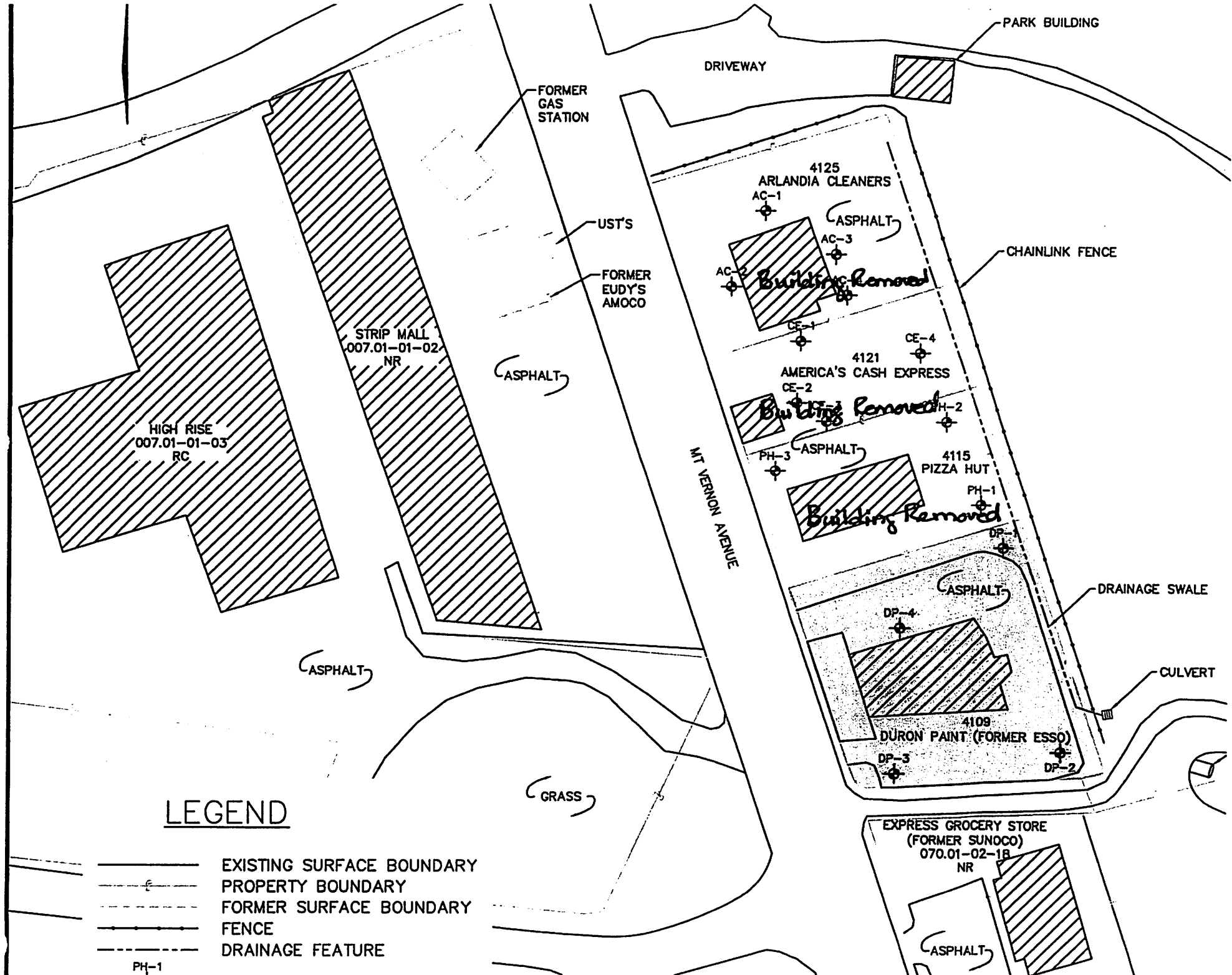
# Architects Anonymous Concept Building Layout



## FLOOR PLAN

NOT FOR CONSTRUCTION





[Acknowledgment of Landlord]

State of \_\_\_\_\_ )

)

SS:

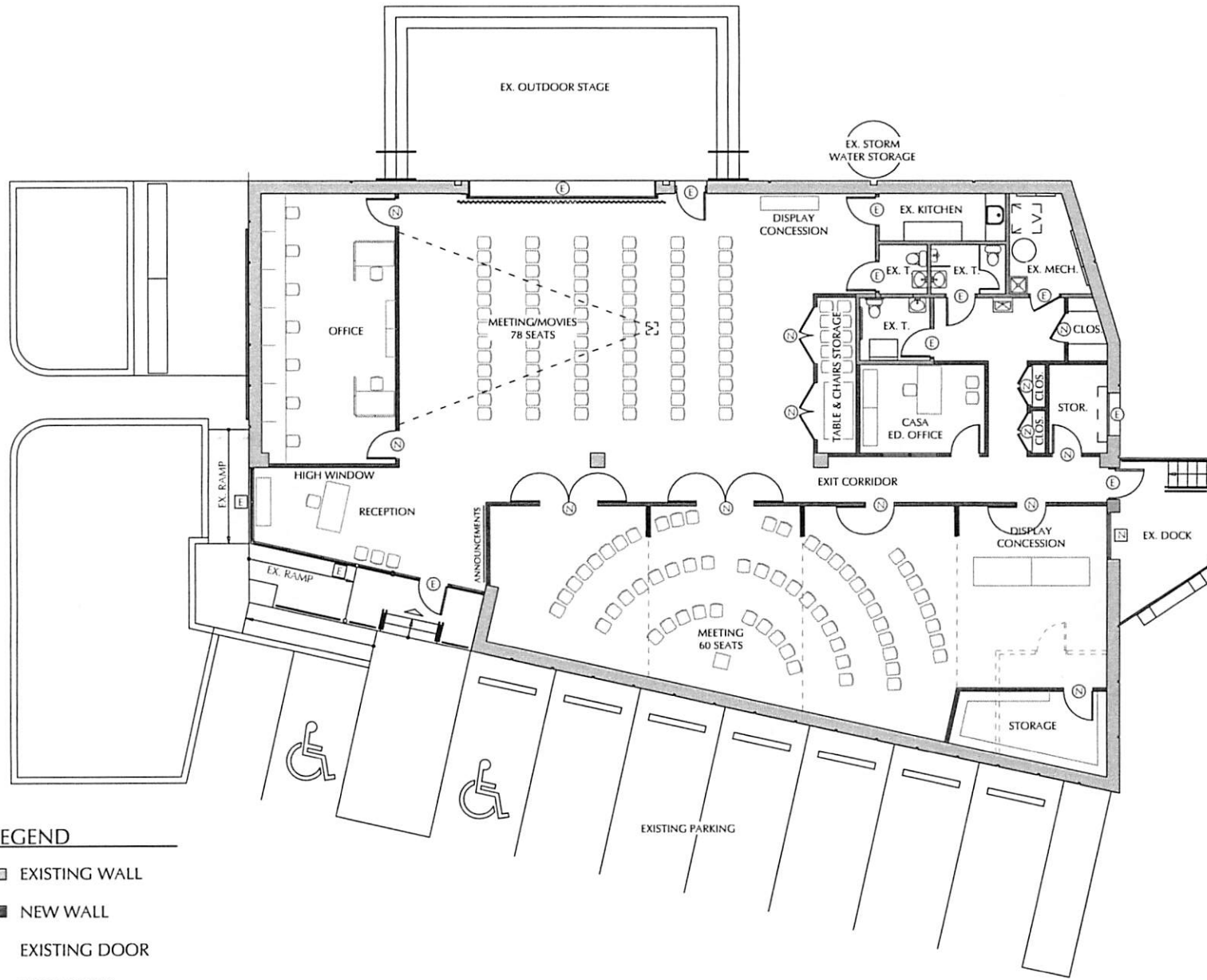
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

**EXHIBIT "B"**  
**Proposed Layout Plans**

Mt. Vernon Avenue



## PROPOSED FLOOR PLAN - MEETING ROOMS

SCALE: 1/16" = 1'-0"



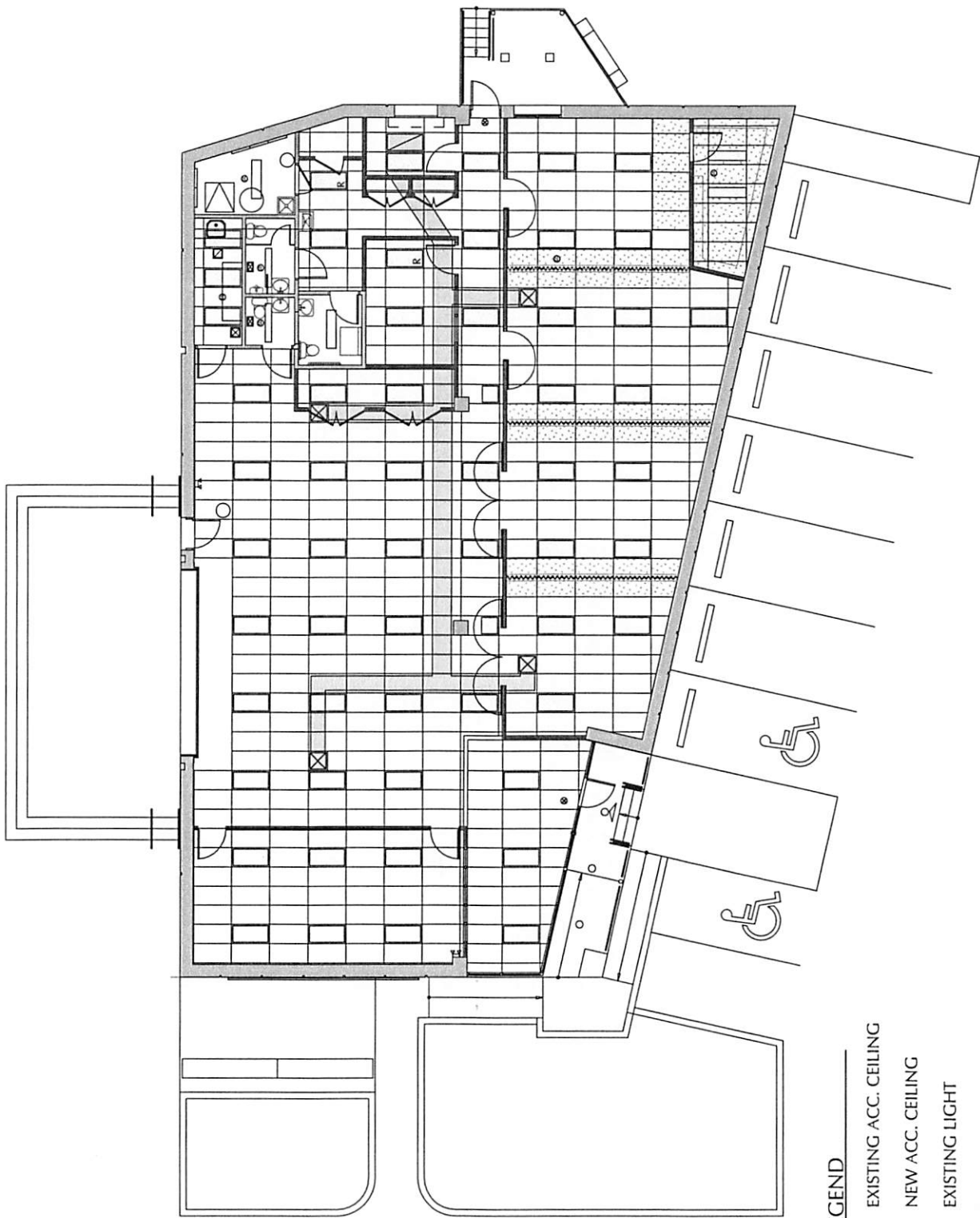
**LARSON KOENIG HENDRICKS ARCHITECTS**  
2107 Mt. Vernon Avenue Alexandria, Virginia 22301  
[www.lkharchitects.com](http://www.lkharchitects.com)

### PROPOSED FLOOR PLAN

**CASA CHIRILAGUA**  
4109 Mt. Vernon Avenue Alexandria, Virginia

**A-2**  
10.13.15





Mt. Vernon Avenue

**LEGEND**

- EXISTING ACC. CEILING
- NEW ACC. CEILING
- EXISTING LIGHT
- RELOCATED LIGHT
- EXISTING DUCTS

**PROPOSED CEILING PLAN LAYOUT**

SCALE: 1/16" = 1'-0"



0 16

**EXHIBIT "B-1"**  
**Description of Proposed Layout Plans**

**A-1 Proposed Floor Plan – Casa Chirilagua Program Use**

A-1 is the proposed interior floor plan for the Conservatory at Four Mile Run. Please see the notes in the margin of the A-1 layout for further explanation of proposed structural detail including proposed materials.

This particular layout of the flexible space reflects how it can be used to meet Casa Chirilagua's day to day administrative and programmatic needs as it continues to build relationships with families and serve the Alexandria neighborhood through after school, mentoring, leadership development, family strengthening and parent empowerment programs.

**A-2 Proposed Floor Plan – Meeting Rooms**

A-2 is the same structural floor plan as A-1; however, this lay out reflects how the space can be used for larger gatherings and community events. Two sets of double-doors on the dividable classroom space creates an open environment for the flow of people through the entire space for large community gatherings. These double doors can easily be closed to create two medium-sized meeting spaces allowing two gatherings at one time. If needed, the accordion partitions in the dividable meeting space allow for the space to be divided into smaller rooms creating an ability for multiple classes or meetings to occur simultaneously. A modification in the text of this layout will be to change the space labeled 'Casa Counseling' to the Executive Director's (ED's) office. As this will be the ED's office and will serve as a place to address private personnel matters.

**A-3 Proposed Ceiling Layout**

A-3 is based on the existing ceiling grid and denotes slight adjustments which will need to be made based on the new suggested floor plans. As noted in the legend there will be new acc. ceiling near the accordion partitions and one relocated light. This layout demonstrates that the addition of the partitions will not obstruct the existing ceiling grid and lighting plans.

\*Additional duct work for the HVAC system is not taken into account on these plans and will be addressed in the engineering plan.

**EXHIBIT "C"**

**Engineering Plan**

(To be provided to landlord after the execution of the lease and prior to commencement of build out.)