



ARLINGTON COUNTY, VIRGINIA

<p style="text-align: center;">County Board Agenda Item Meeting of July 8, 2006</p>
--

DATE: June 16, 2006

SUBJECT: Approval of the First Amendment to Agreement of Lease between The County Board of Arlington County, Virginia and The Young Men's Christian Association of Metropolitan Washington ("YMCA") on the County's real property located at 2422 N. Fillmore St., Arlington, Virginia, RPC No. 04026057 ("Premises").

C. M. RECOMMENDATIONS:

1. Approve the attached First Amendment to Agreement of Lease between The County Board of Arlington County, Virginia and YMCA on County owned real property located at 2422 N. Fillmore St., Arlington, Virginia, RPC No. 04026057.
2. Authorize the Real Estate Bureau Chief, or his designee, to execute on behalf of the County Board, the First Amendment and all related documents subject to approval as to form by the County Attorney.

ISSUE: None.

SUMMARY: Following County Board approval and proper execution of the First Amendment to Agreement of Lease ("First Amendment") to the initial Agreement of Lease dated June 27, 2002 ("Original Lease") (jointly "Lease, as Amended"), the YMCA ("Lessee") may occupy the additional space consisting of 1,000 square feet on the first floor in the old cafeteria of the former Woodmont Elementary School ("Additional Space"), in addition to 3,690 square feet on the second floor which the Lessee currently occupies ("Original Leased Premises"), and pay increased rent, until expiration of the lease term on June 30, 2007, for the real property at 2422 N. Fillmore St., Arlington, VA ("Premises").

BACKGROUND: Staff finalized the negotiation of the First Amendment to allow the YMCA to use additional space on the first floor of the Premises and amend other sections of the Original Lease, dated June 27, 2002, which will allow the Lessee to conduct additional adult exercise classes.

DISCUSSION: The attached First Amendment has been structured to provide a commercially viable agreement to protect the County's rights and needs as a local government and to allow the Lessee to use additional space at the Premises at 2422 N. Fillmore St. The agreement includes

<p>County Manager: _____</p>

<p>County Attorney: _____</p>

<p>Staff: Betsy Herbst/Linda DePersis, DES, Real Estate Bureau</p>
--

approximately 1,000 square feet of new space located on the first floor in the old cafeteria, in addition to 3,690 square feet of space currently occupied by Lessee on the second floor, for total square footage of 4,690 square feet. Some of the pertinent provisions of the First Amendment are as follows:

- The First Amendment is effective on September 1, 2006.
- The Leased Premises is modified to include an additional 1,000 square feet of space on the first floor in the room known as the old cafeteria.
- Effective September 1, 2006, monthly rent is increased from \$1,135.40 to \$1,143.73.
- The additional space will be used only Monday through Friday during the hours of 7 p.m. to 8 p.m. and Saturday from 9 a.m. to 11 a.m. for exercise classes for adults. The Lessee shall continue to use the second floor of the Premises for gymnastics and physical fitness classes for children.
- The Lessee shall be responsible for returning the additional space to the same condition it was in prior to each use. The Lessee also pays all repair costs for floor and wall coverings, excluding normal wear and tear, for damages relating to Lessee's occupancy.
- The Lessee shall continue to lease the Premises until expiration of the Original Lease on June 30, 2007.

FISCAL IMPACT: If the attached First Amendment to Agreement of Lease is approved and executed on behalf of the County, then the County shall collect \$1,143.73 per month as revenue during the term of the Lease, which reflects an increased monthly rent of \$8.33.

FIRST AMENDMENT TO AGREEMENT OF LEASE

THIS FIRST AMENDMENT TO AGREEMENT OF LEASE ("First Amendment") is made this ____ day of _____, 2006, by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic, ("Lessor") and **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN WASHINGTON**, a not-for-profit corporation, by act of the Congress of the United States ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of the property known as 2422 North Fillmore Street, Arlington, Virginia, also known as the former Woodmont Elementary School.

WHEREAS, Lessor and Lessee entered into that certain Agreement of Lease dated June 27, 2002 ("Original Lease"), pursuant to which Lessee leased that certain space located on the second floor containing 3,690 square feet, more particularly described in Exhibit A of the Original Lease ("Original Leased Premises");

WHEREAS, the Lessee desires to use additional areas of the Premises for certain time periods specified herein to conduct its adult exercise program;

WHEREAS, the Original Lease as amended by the First Amendment is hereinafter referred to collectively as the "Lease"; and

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Original Lease as follows:

1. **EFFECTIVE DATE OF AMENDMENT:** This First Amendment shall become effective September 1, 2006.
2. **LEASED PREMISES:** The description of the Leased Premises referred to in the Recitals of the Original Lease is hereby amended and replaced by the following:

The Leased Premises include 1,000 square feet on the first floor in the old cafeteria ("Additional Space") and 3,690 square feet located on the second floor ("Original Leased Premises"), included in the Original Lease, at the former Woodmont Elementary School, 2422 North Fillmore Street, for total square footage of 4,690 square feet ("Leased Premises").

3. **RENT:** Sections 3, 4 and 5 of the Original Lease are hereby deleted and replaced by the following: The total monthly rent beginning September 1, 2006, shall be in the amount of ONE THOUSAND ONE HUNDRED FORTY THREE and 73/100 DOLLARS (\$1,143.73) each ("Monthly Rent"). Monthly Rent is due on the first day of each month. Payments are to be made by check payable to "Treasurer, Arlington County" and delivered to:

Arlington County, Virginia
Department of Environmental Services
Engineering and Capital Projects Division
Attention: Real Estate Bureau
2100 Clarendon Boulevard, Suite 813
Arlington, Virginia 22201

Payments received in the Real Estate Bureau after the fifth day of any month (including those payments made late due to addressing errors by Lessee) will include a late charge of 5%.

4. **USE OF LEASED PREMISES:** Section 6 of the Original Lease is hereby deleted and replaced by the following: Lessee will use the Additional Space of the Leased Premises only for adult exercise classes on Monday

Approval of the First Amendment to
Agreement of Lease for YMCA
2422 N. Fillmore St.
Arlington, VA

through Friday during the hours of 7 p.m. to 8 p.m. and on Saturday from 9 a.m. to 11 a.m. Lessee will use the second floor of the Leased Premises only for gymnastics and physical fitness classes for children from 3 months to 17 years of age, and adult evening exercise classes. The days and hours of class instruction on the second floor are shown in Schedule A (letter dated April 17, 2002) attached to the Original Lease.

5. **MAINTENANCE AND REPAIRS:** Section 8, paragraphs (a) and (b) remain as contained in the Original Lease with the following additional provision:

c. Lessee shall be responsible for returning the Additional Space to the same condition it was in prior to each use, including replacing any furnishings or materials to their original location. Lessee will be responsible for repairs to floor and wall coverings, excluding normal wear and tear, relating to Lessee's occupancy including any damages caused by moving of furnishings.

6. **NOTICES:** Section 15a of the Original Lease is hereby deleted and replaced by the following:

All notices or other communications pursuant to the Lease will be delivered by hand or certified mail to:

a. If to Lessor: The County Board of Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attn: County Manager

With a required copy to: Arlington County, VA
Department of Environmental Services, Real Estate Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201
Attn: Real Estate Bureau Chief

With a required copy to: County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201

7. **FULL FORCE AND EFFECT:** All other terms and conditions of the Original Lease, not hereby amended by this First Amendment, shall remain unchanged and in full force and effect.

8. **RECITALS:** The Recitals of the Original Lease are incorporated into this First Amendment.

IN WITNESS WHEREOF, Lessor and Lessee have each executed this First Amendment to Original Lease on the date first above written.

**LESSOR: THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA,
a body politic**

Witness: _____ By: _____

Printed Name: Uri Arkin
Title: Real Estate Bureau Chief
Date: _____

Approved as to Form:

Approval of the First Amendment to
Agreement of Lease for YMCA
2422 N. Fillmore St.
Arlington, VA

County Attorney

STATE OF _____:

CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____ as _____ of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA.

Notary Public

My commission expires: _____

**LESSEE: THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF METROPOLITAN
WASHINGTON**

Witness: _____ By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____:

CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____ as _____ of THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN WASHINGTON, on behalf of said corporation.

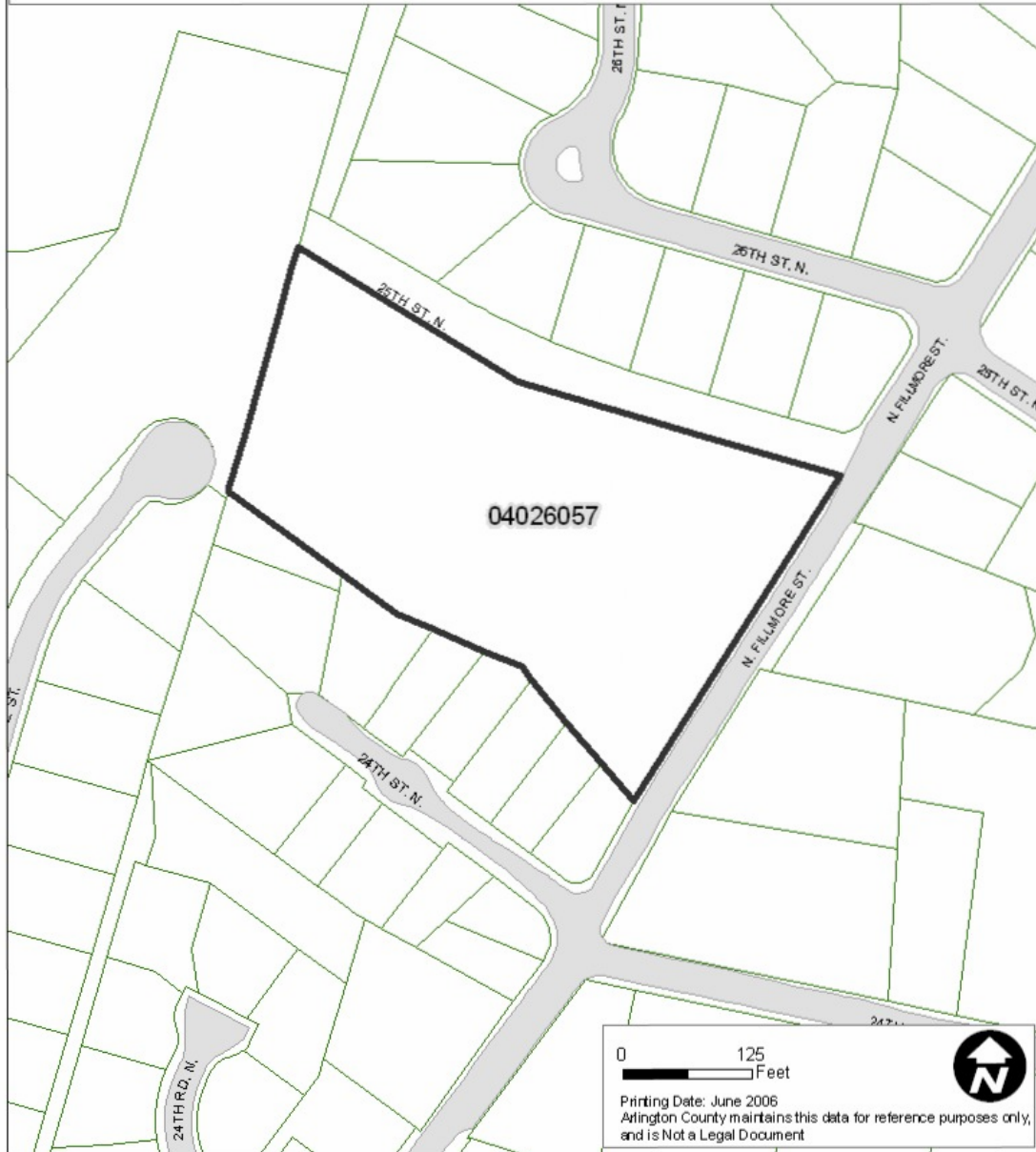
Notary Public

My commission expires: _____

Approval of the First Amendment to
Agreement of Lease for YMCA
2422 N. Fillmore St.
Arlington, VA

Attachment 1 Vicinity Map

2422 North Fillmore Street
Arlington, Virginia



Approval of the First Amendment to
Agreement of Lease for YMCA
2422 N. Fillmore St.
Arlington, VA