

**ARC 3409 Condominium Unit Owners Association
3409 Wilson Blvd.
Arlington, VA 22201**

**Arts and Landscaping Committee
Site Management Plan**

March 5, 2018

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I. Overview

The purpose of this document is to update the management plan (Management Plan) for the art studios located at 3409 Wilson Boulevard property (the Property). This Management Plan will provide the framework for the interaction between ARC 3409 Condominium Unit Owners Association (the Property Owner) and the artists (Artist/Tenant) that occupy the art studios. For the purposes of this document, Property Owner is defined as the direct owner of the as-built art studios at 3409 Wilson Blvd, or any third-party Property Owner Agent who is legally contracted to manage the property on behalf of the Property Owner. Arlington County (County) is not a direct party to this relationship, but has the legal right to enforce Site Plan #377 (Site Plan) conditions, including enforcement of this Management Plan.

The Management Plan will address specific issues outlined in Condition #59(e) of the Site Plan, as well as other issues that directly impact the operations of the Art Studios. The Management Plan is therefore critical to meeting the intent of the Site Plan condition.

This Management Plan is an extension of Condition #59(e) of the Site Plan, and thus failure of the Property Owner to fully comply with the terms of this Management Plan could result in zoning violation and loss of the certificate of occupancy for the Property.

This Management Plan supersedes any previous agreements with prior property owners of 3409 Wilson Blvd. All terms and conditions related to Artist use of Art Studios, internal and external common areas, and parking shall be consistent with this Management Plan and formalized in a lease agreement between the Property Owner and the Tenant.

The Management Plan will remain in place over the life of the Site Plan. The Property Owner reserves the right to submit to the County any amendments to the Management Plan, but approval of such amendments will occur at the sole discretion of the County Manager, unless terms and conditions included herein are determined to be inconsistent with current or future amended conditions in the Site Plan.

II. Mission Statement

Art Studios at 3409 Wilson Blvd. provide studio spaces for emerging artists in the local Virginia and Washington, DC metro area. The Art Studios create opportunities for artistic collaboration including exhibition space, performance space, educational programs and other ways to contribute to the cultural vibrancy of Arlington, VA.

The Artist/Tenants at 3409 Wilson are expected to engage with both the residents of 3409 Wilson Blvd. as well as the local surrounding community. Artists will use the spaces as platforms to bring the arts into the community in a visible and accessible format.

III. Goals and Objectives

Goal #1: Artists will collaborate with ARC 3409 Condominium residents and local community.
Objective 1: Artists will be involved with exhibitions at the Property as detailed further below.

Objective 2: Artists will host educational programs in collaboration with the community.

Objective 3: Artists will provide information to residents and community about the purchase of their artwork.

Goal #2: Artists will add to the visual vibrancy of the neighborhood.

Objective 1: Artists will have 50% of their studio windows transparent to allow for the visual understanding of the studio spaces.

Objective 2: Artists will provide artwork for temporary display and sale in ARC 3409 Condominium in connection with objective 3 below.

Objective 3: Artists will work with ARC 3409 Condominium for on-site and neighborhood off-site art projects that are accessible to the public.

IV. Studio Space Description

The as-built Art Studios are located at grade level on the north end of the property. The space is currently partitioned into five separate studio units of approximately 1,734 square feet total space. This includes four art studios, restroom/small gallery space, with the fifth studio used as a storage area for the Artists or Artists Manager per the recorded Condominium plats.

Each unit has external entrances/exits, but no direct internal entrances or exit. Each unit features ceiling heights of 12' to 14', fixed lighting fixtures, floor to ceiling glass windows with street visibility, a stainless-steel sink with hot and cold water, 3Phase power, HVAC system and a stained concrete floor.

It is the responsibility of the Property Owner to notify the Director in writing of any transfer of ownership of all or some of the Property that relates directly to the management of the Art Studios. The notification of transfer of ownership must be received within thirty (30) calendar days of the completion of such transfer.

V. Art Studio Lease Management

The Property Owner can lease the Art Studios in two ways:

1. Direct leasing of a single Art Studio by Property Owner to individual Artists, with a preference for using a Request for Proposals (RFP) process that has been previously approved by the Director to identify artists that align with the mission of serving emerging artists. In any case, the Property Owner is subject to approval of prospective Tenants by the Director.
2. Leasing of all or some of the four studios to a third-party Artists Manager who would receive all the rights and assume all responsibilities of the Artists under this Management Plan, including the potential use of the fifth Art Studio for storage or administrative space, as described above.

Three Art Studios are currently occupied by working artists (a fourth studio was occupied by an Artist but is now vacant) who have leased the space directly from the Property Owner's predecessor in a title. These referenced four Art Studios will be reserved for the sole use by Artists. A fifth Art Studio, given some challenges with its physical configuration, has not been occupied by an Artist since building construction was completed, and has been used for limited storage. From the date of this Management Plan moving forward, the Property Owner shall endeavor to have the referenced fifth Art Studio occupied by an Artist. The Property Owner shall be able to request in writing to the County Manager or his designee that the referenced fifth Art Studio be used for administrative or storage functions, with such request not to be unreasonably withheld if it is determined by the County Manager or his designee that: 1) all reasonable efforts have been exhausted to occupy the space with an Artist; 2) approval of a use of the space other than an Art Studio is limited and term and/or subject to periodic review by the County; 3) no physical improvements are made to the space that would further preclude use of the space as an Art Studio; 4) one or more of the Artist occupants of the remaining four Art Studios have full and exclusive use of the space; and, 5) the County's formal approval of the request includes all appropriate terms and conditions that protect its rights under this Management Plan.

The Property Owner commits to continuous efforts to maintain occupancy of these Art Studios by Artists or otherwise approved uses. The Property Owner shall notify the Director of Cultural Affairs of Arlington County (Director) in writing of any prospective Tenants prior to lease signing, and the County reserves the right to disqualify prospective tenants for occupancy if such prospective Tenant, in the determination of the Director, does not qualify as an Artist. The Property Owner shall notify the Director of vacancies of over six (6) months, and provide in such notification a summary of the Property Owner's efforts to fill the vacancies and leasing plan moving forward. Persistent vacancy and a determination by the Director that leasing efforts have not met industry norms will be deemed as a failure to comply with the Management Plan and Condition.

The Property Owner shall notify the Director in writing of any pending contractual relationship with an Artists Manager and provide relevant details of this contractual relationship including but not limited to lease terms and the Artists Manager's leasing and management plan. Arlington County reserves the rights to reject a proposed agreement between the Property Owner and the Artists Manager if it is determined that the pending agreement would materially limit the ability of the

Property Owner to meet the obligations of the Site Plan condition and the Management Plan. At all times the Property Owner, regardless of any contractual agreement with an Artists Manager, is wholly responsible for meeting the Site Plan conditions and terms of this Management Plan.

The Art Studios were intended to be subsidized by the Property Owner as part of the community benefits package associated with the entitlement of the entire development project. As such, full-service rents charged to Artists for leasing an Art Studio shall not exceed the sum on an annual basis of: 1) costs of basic utilities such as electricity (costs of above standard electrical usage for special equipment can be an additional rent pass through), water, and sewer, either on an individually-metered basis or calculated as a pro-rata share of utilities directly related to the Artist studios; 2) pro rata share of property taxes; 3) common area maintenance (CAM) charges attributable to internal and external areas for which the Tenants have continual access, but excluding amortization of major capital expenses associated with the building structure; 4) amortization at a reasonably accepted interest rate of tenant improvements internal to the Art Studios funded by the Property Owner or the Artist Manager on behalf of the tenant and specifically agreed to as part of a lease agreement; and, 5) a property management fee not to exceed 6% of the sum of items 1 through 3.

VI. Use Policy for Shared Facilities

The following responsibilities and provisions are placed on the shared and common areas of the Property. The individual Artist shall also be responsible for the payment of any applicable fees for lost or damaged keys.

Artists are not expected to have access to any common spaces (lobby, rooftop, gym) unless prior written approval is given by the Property Owner.

Bathroom Facilities

Each studio has access to a shared bathroom that is accessed from Kansas Street. The Property Owner is responsible for all maintenance associated with the shared bathroom, including repairs, janitorial services, mechanical and fixture replacement and all other maintenance and cleanup as required.

Outer portion of the bathroom facilities shall remain in use as a small gallery space. Artists will run and operate this space as an opportunity to exhibit their own artwork, as well as, the artwork of other artists. Artwork installed must be of appropriate size to continue to grant access to the restroom space without interfering with the artwork. Lease terms may include an acknowledgement industry-acceptable liability associated with the installation. Installation should be minimally damaging to the walls and returned to original state after each exhibition.

Window Transparency

Per Site Plan Condition 59(c), the Property Owner/Agent agrees that all retail storefronts including the art studio storefronts along public rights of way, shown on the Site Plan dated October 24, 2003, are required to have an overall transparency of 50%. In addition, the portion of the retail storefronts that are located between three and eight feet from grade are required to be at least 80% transparent. The purpose of this is to allow pedestrians to view the activity within the retail establish and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. "Transparency" shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment where human activity normally occurs and shall not be satisfied by views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways or the like.

Parking Space Accessibility and Reservation

The Property Owner/Agent agrees to reserve eight (8) standard parking spaces on the ground floor, five (5) standard vehicular parking spaces on the ground floor for the shared use of the Artist Studios with the Residential Visitors, and the remaining three (3) have been deeded and are for the exclusive use of the retail unit, Commercial Unit 2. One (1) handicap parking space on the ground level to be shared between the Residential Visitors, Art Studios and Retail use. Bicycle parking space will be available in the garage via bicycle racks on a first-come first serve basis or in the internal garage bicycle locker or bicycle room. Access will be granted by the Property Owner by request from the Tenant to the Property Owner/Agent. Additional bicycle parking space is available along the breezeway along the side of the building. Tenants will have access to the five (5) standard vehicular parking spaces twenty-four (24) hours a day, seven days a week. The Property Owner reserves the right to include in a lease agreement with a Tenant that a parking space in the garage shall not be occupied for more than twenty-four (24) consecutive hours.

Signage

Signage will be permitted per the Zoning Ordinance or in accordance with the approved sign plan for the ARC 3409 Condominium building. Individual Artists shall be responsible for all signage proposed to the Property Owner and obtaining approval of the design and placement location. All signage displayed must meet the appropriate Arlington County regulations and permitting requirements. The Property Owner shall be responsible for all utilities associated with electrifying all signage installed on behalf of the Tenants.

VII. Hours of Operation, Equipment and Activity Permitted On-Site

Hours of Operation

Occupants of the Artist Studios will have twenty-four access to the units, but must be in compliance with the Noise Control Ordinance, Chapter 15 of the Arlington County Code, at all times. Artists are not permitted to use studio space as housing under any circumstances.

Sidewalk and Retail Sales

The Property Owner shall permit the Artists to conduct retail sales of their goods internally and externally to their studio spaces. All sales must be conducted in accordance with all applicable provisions of the Arlington County and Virginia state legal requirements. Upon request by the Artist, which shall be made no less than 30 days prior to a given event, the Property Owner shall allow for outdoor sales events along the sidewalks and other ingress-egress locations surrounding the Artist Studios. The Property Owner encourages outside visibility of the artist studios and the artwork being created within each of the spaces – please refer to Window Transparency in Section VI above.

Equipment

Any specialty equipment that the Tenant desires to install in their studio space requiring special venting, power or utility installation or utility supply to the building shall require prior review and written approval by the Property Owner. The Property Owner is not expected to be responsible for the costs associated with any approved modifications to the building. Further, upon move-out the Artist must return any studio space that has been modified, whether approved or not, to its original condition at the Artist's expense unless otherwise approved in writing by the Property Owner.

VIII. Property Owner/Tenant Communications Plan

The Property Owner shall establish a clear Communications Plan to address all concerns for the Tenants of the Artist Studio spaces and that outlines how the maintenance, repairs and functional issues concerning individual Artist Studios and shared common spaces will be addressed.

The Communications Plan shall include a written Emergency Action policy for the Tenants of the Artist Studio spaces. The Emergency Action Plan shall establish a protocol for the Property Owner to address internal and external building emergency issues that pertain to the Artist Studio Tenants and to outline how a Tenant shall notify and involve the Property Owner in cases of emergency.

A written copy of the Communications Plan shall be provided to each Tenant upon lease execution and/or official tenancy in each individual Artist Studio space.

IX. Liability; Indemnification; Insurance

Reasonable, industry-standard liability, Indemnification and Insurance requirements shall be determined between the Tenants and Property Owners. The County assumes no liability or obligations under this Management Plan.

X. Tenant Responsibilities

In addition to the provisions outlined above, the Tenant shall be responsible for keeping the studio unit in good repair and must return at Tenant's sole expense all utilities, signage and the conditions of the internal space of the studio in the same or improved manner upon the start date of their individual initial lease term. The Tenant can be charged for any costs incurred by the Property Owner because of the Tenant's failure to restore a studio unit to its original condition or for any damages to the studio units or restroom that are caused by the act of neglect or carelessness by any Tenant or their invitees.

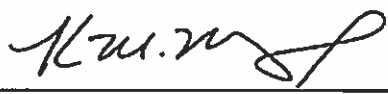
The Tenant is permitted to program events applicable to promotion and sales related to the work that they have created in their individual studios or as a group, so long as they have met applicable legal requirements and obtained prior approval for such events from the Property Owner. Property Owner may grant access to lobby, loading dock, roof or other inside area of 3409 Wilson Blvd with prior approval.

XI. Property Owner/Agent Responsibilities

In addition to the provisions previously identified, the Property Owner shall be responsible for general maintenance including all provisions that are required to maintain a dry, safe space for the Artists. The Property Owner shall be responsible for addressing maintenance issues pertaining to the Art Studio spaces after receipt of written notice from any Tenant. The Property Owner shall perform basic maintenance of the Art Studios, whether or not the Art Studio space is occupied by a Tenant.

This agreement shall remain in place in perpetuity and be updated as needed by all parties through formal written request by either the Property Owner or the Director or their successor. This agreement shall be applicable to the current and all future Property Owners of the Property.

Agreed to by:
ARC 3409 Condominium Unit Owners Association

By: 

Kevin Mayeux, President
2/26/2018

Date: _____

Approved by Arlington County:

By: Mark J Schwartz

Mark Schwartz, County Manager

Date: March 23, 2018

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