

LICENSE AGREEMENT

PART A

THIS LICENSE AGREEMENT, made this 28th day of September, 2022, by and between the NORTHERN VIRGINIA REGIONAL PARK AUTHORITY, a body corporate and politic ("NVRPA" or "LICENSOR"), and the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("COUNTY").

WHEREAS, the NVRPA owns certain property, extending from Arlington County to Purcellville, Virginia, on which the NVRPA operates and maintains a park, including trails and related facilities, for the public's use and enjoyment; and

WHEREAS, the COUNTY desires to construct, operate and maintain certain stormwater management facilities and improvements located on a portion of the NVRPA's Property ("Licensed Premises") and property owned by the COUNTY; and

WHEREAS, the COUNTY desires to build and maintain an access path from S. Park Drive to the stormwater management facilities and improvements located on the Licensed Premises; and

WHEREAS, the COUNTY desires to install signage to educate the public about the functions of the stormwater management facilities and improvements on the Licensed Premises and on the County's property;

WHEREAS, the COUNTY acknowledges that the paramount use of the Property is for the public's park use and enjoyment and that the construction and operation of the COUNTY's stormwater management facilities and improvements on the Licensed Premises shall not unreasonably adversely affect the Property's paramount use for park purposes; and

WHEREAS, the NVRPA is willing to license the COUNTY to use the Licensed Premises on the terms and conditions set forth herein.

NOW, THEREFORE, the NVRPA and the COUNTY, in consideration of payment hereinafter stipulated and the mutual covenants hereinafter contained, hereby agree as follows:

1. Definitions

As used in this Agreement:

"Improvements and Facilities" means the stormwater management improvements and facilities, including, but not limited to grade modification, culvert riser structure, forebay area,

three cells, outflow pipe, landscaping, hardscaping and signage, shown and described on the Plans, titled "Sparrow Pond Restoration" prepared by Arlington County, Department of Environmental Services, dated June 10, 2022, hereby incorporated as Exhibit A.

"Licensed Premises" means that portion of the Property as shown on the plans above, on which Licensee is authorized, pursuant to this Agreement, to construct, operate, and maintain certain Improvements and Facilities specified herein.

"Property" means that property owned by the Authority, extending from Arlington County to Purcellville, Virginia, known as the W&OD Railroad Regional Park ("Park"), on which the Authority operates and maintains a public park, including trails and related facilities for the public's use and enjoyment, a portion of which is shown on Exhibit A hereto.

"Trail" means that portion of the Property as shown on Exhibit A hereto, which the Authority maintains and operates as a trail or path, both paved and unpaved, for the public's use and enjoyment, including barricades, bridges, signs, benches, fountains, and related improvements.

"Plans" means the plans titled "Sparrow Pond Restoration" prepared by Arlington County, Department of Environmental Services, dated June 10, 2022.

"Access path" means the portion of the Property as shown on Exhibit A which the County will construct and use for future maintenance access to the Improvements and Facilities.

2. License Grant

a. The NVRPA hereby grants a nonexclusive license to the COUNTY, for the term and upon the conditions, covenants, and agreements hereinafter set forth, to use the Licensed Premises for the purposes of constructing, installing, operating, and maintaining the Improvements and Facilities and Access Path as shown on the plans titled "Sparrow Pond Restoration" prepared by Arlington County, Department of Environmental Services, dated June 10, 2022, hereby incorporated as Exhibit A.

b. It is a specific prerequisite to the COUNTY's use of the Licensed Premises pursuant to this License that the continuity of the Trail shall be, at all times, maintained in a safe and reasonable manner satisfactory to the NVRPA. A Maintenance of Traffic Plan shall be submitted to, and approved by, the NVRPA prior to the implementation of any trail detour or temporary stoppage during the construction and ongoing maintenance of the Improvements and Facilities and Access Path.

c. The rights or privileges herein granted to the COUNTY shall be subject to the rights or interests held by others in and to the Property as of the date of this Agreement. The NVRPA

makes no representations or warranties, express or implied, concerning the extent of such outstanding rights held by others and shall have no responsibility for conflicts with others as a result of this License. The NVRPA makes no warranties with respect to the Property but gives the COUNTY a license to use such rights in the Property that the NVRPA has in the Property.

d. Nothing contained in this agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in the Property, nor shall it create an easement.

3. Term

a. Unless terminated in accordance with paragraph 3b or c, the term of this License shall be forty (40) years from the date hereof, and shall automatically renew for an additional 40 year period unless either party provides notice in accordance with the terms of this Agreement to the other party of its intent not to renew this License Agreement.

b. Should the COUNTY abandon or remove the facilities and improvements constructed on the Licensed Premises without an intention to resume use thereof within a reasonable time, this License shall terminate forthwith at the election of the NVRPA.

c. The NVRPA may unilaterally terminate this Agreement for the COUNTY's failure to comply with the terms hereof, provided the NVRPA gives the COUNTY written notice of the violation and a reasonable time to rectify it to the satisfaction of the NVRPA.

d. In the event the COUNTY does not remove its facilities and improvements within three (3) months of termination of this agreement, the COUNTY shall be deemed to have relinquished all right, title and interest thereto.

e. Termination of this License shall not relieve or release the COUNTY from any liability or obligation which may have been incurred or assumed by the COUNTY hereunder prior to termination.

4. Payments

a. The parties hereto agree that the COUNTY shall reimburse the NVRPA for any actual out-of-pocket costs in administering this License. The COUNTY agrees to pay such out-of-pocket costs within thirty (30) days of receipt of appropriate documentation from the NVRPA.

b. The COUNTY agrees and covenants that the NVRPA shall not be responsible for any taxes, including, but not limited to, leasehold interest taxes, assessments, use and occupancy taxes, charges for public utilities, excises, and levies, levied on the Licensed Premises that might arise out of the COUNTY's construction, maintenance, or operation of any facilities or improvements on the Licensed Premises.

5. Insurance

a. Deleted.

b. Prior to commencement of any activity on the Licensed Premises, the COUNTY shall require the County's contractor to obtain and maintain comprehensive general liability insurance against all claims for bodily injury, personal injury or property damage occurring on or about the Licensed Premises, or in connection with any operations incidental to the Licensed Premises or on or about the Property. The policy for such insurance shall name the Authority as an additional insured and shall contain limits of not less than \$1,000,000 per occurrence with a \$4,000,000 annual aggregate for bodily injury, death and property damage, with respect to claims for injuries and/or death sustained by persons or property relating to the Licensed Premises.

c. All such insurance shall be effected under valid and enforceable policies issued by insurers which are licensed to do business in the Commonwealth of Virginia, and have been approved in writing by the Authority, such approval not to be unreasonably withheld, delayed or conditioned. Originals of the policy and evidence of payment of the premium, shall be delivered by Licensee to the Authority.

d. Each policy shall contain, if obtainable in the ordinary course of business upon request by the insured to the insurance carrier, provisions that no work performed in or about the Property and no act or omission of Licensee, the Authority, or any third party, shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

e. Each policy shall contain an agreement by the insurer that such policy shall not be cancelled or amended without at least thirty (30) days' prior written notice to the Authority.

f. Deleted.

6. Notices

Notices under this License Agreement shall be deemed to be properly served if delivered in writing by certified mail with return receipt requested to the following addresses or such other places as the parties reasonably designate:

To NVRPA:

Northern Virginia Regional Park Authority
5400 Ox Road
Fairfax Station, Virginia 22039
Attention: Director of Planning and Development

To COUNTY:

Arlington County Board
2100 Clarendon Blvd., Suite 300
Arlington, VA, 22201

and to:

Director, Department of Environmental Services
2100 Clarendon Blvd, Suite 900
Arlington, VA 22201

7. Terms Incorporated by Reference

The document, entitled "Northern Virginia Regional Park Authority General Terms and Conditions for License Agreements, Part B" dated January 5, 2010, is hereby incorporated by reference.

8. Special Conditions

Notwithstanding any other provisions of this License to the contrary, the following Special Conditions shall apply:

a. The COUNTY shall reasonably maintain the facilities within the License Premises, as shown on Exhibit A, to the satisfaction of NVRPA at all times and shall inspect its Improvements and Facilities from time to time. The COUNTY shall ensure its Improvements and Facilities do not adversely impact the integrity of the trail or its underlying soils or create any threat to public safety resulting from failure of its Improvements and Facilities. If such impacts do occur, the COUNTY will correct the condition in a reasonable period of time and take precautions as necessary to ensure public safety until such corrections can be made. The COUNTY is responsible for ensuring the culvert and riser structure to not become obstructed and allow water to flow as originally designed.

b. The COUNTY shall provide NVRPA with forty-eight (48) hours' notice prior to utilizing the Access Path, as shown on the Plans, for activities associated with dredging, clearing or hauling of materials, including soil or stone, or any activities requiring vehicles or equipment on the Property weighing over 6,000 pounds weight or any non highway vehicles. The COUNTY may access the Property in cases of emergency, which may result in injury or property damage, however, the County must inform the NVRPA within 48 hours after the fact of such occurrence. The COUNTY may access the maintenance access path with vehicles weighing under 6,000 pounds weight and hand portable equipment for routine inspection and maintenance of the Facilities and Improvements with 48 hours' notice to the NVRPA. At its sole discretion, NVRPA

may permit access with less notice than above.

c. The COUNTY shall take such precautions, acceptable to the NVRPA, as necessary to protect the public against hazards and inconveniences, including establishment of appropriate barricades, flashing lights, orange safety fences and signs in order to protect park users from construction activities, including placement of spoils and bore pits, and to prevent the COUNTY's encroachment outside the limits of clearing and grading. Excavated areas shall be separated by flashing lights and barricades or safety fences. The COUNTY shall not operate any tools or equipment outside of the limits of clearing and grading, nor shall the COUNTY's personnel or vehicles block or disrupt the trails, or block trail users' sight distance at any time during construction.

d. The COUNTY shall take all reasonable precautions to protect any trees and other vegetation, which are to remain per the Plans, from damage during clearing and construction operations. The COUNTY shall act in such a manner in its construction, restoration, operation and maintenance activities to minimize damage to the scenic, natural and historic qualities and characteristics of the Property, given the work to be performed hereunder.

e. The COUNTY shall provide all contractors on the project with a copy of this License Agreement and shall ensure that all construction personnel abide by the restrictions of boring and surface access and other provisions contained herein.

f. In any discrepancy between the approved construction drawings and this License Agreement, the License Agreement prevails with respect to the NVRPA's Property.

g. Unless otherwise approved in writing by the Authority, all access to the Licensed Premises for activities related to the construction and maintenance of the Improvements and Facilities shall be taken from S. Park Drive as depicted on Sheet 17 of the plans.

h. A pre-construction meeting with the Authority and the Licensee's contractors shall be scheduled prior to any work on the Licensed Premises. Licensee shall involve the Authority in pre-construction and other information/coordination meetings with governmental agencies, contractors, and utility companies throughout the project.

i. The COUNTY shall provide erosion and sediment controls in a manner consistent with all applicable federal, state and local laws as well as any temporary drainage facilities necessary to maintain proper storm drainage on the Licensed Premises. The COUNTY's activities shall not cause any areas on the Licensed Premises to hold water other than as set forth on approved plans.

j. The COUNTY shall provide regular inspection, observation and supervision of its contractor as needed to maintain control over the contractor and to ensure full compliance with all conditions of this License. The COUNTY shall involve the NVRPA in a final inspection prior to

releasing the COUNTY's restoration contractor in order to ensure restoration to the NVRPA's satisfaction.

k. The COUNTY shall not store equipment, materials or spoils outside the limits of clearing and grading. The COUNTY shall haul away excess fill and dispose of such material off site.

l. The NVRPA reserves to itself the right and prerogative to use and occupy the Licensed Premises in any manner not in conflict with this permission, and the NVRPA may allow third parties to use and occupy the property so long as their use would not be in conflict with the rights granted to COUNTY hereunder.

IN WITNESS WHEREOF, the parties hereto for themselves and their successors and assigns have executed this License Agreement on the date and year first written above.

COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA

WITNESS:

Christine

By: *Uri Arkin*
Uri Arkin Title
Real Estate Bureau Chief


Approved as to form:

[Signature]
County Attorney

NORTHERN VIRGINIA REGIONAL
AUTHORITY:

WITNESS:

MD

By:  _____ Title

Brian Nolan, PLA
Director of Planning
and Development

EXHIBIT B

NORTHERN VIRGINIA REGIONAL PARK AUTHORITY

GENERAL TERMS AND CONDITIONS FOR LICENSE AGREEMENTS

Revised January 5, 2010

1. Definitions

All capitalized terms in this General Terms and Conditions shall have the same meaning as set forth in the License Agreement ("Agreement").

2. Construction

a. Construction Plans and Specifications

(1) Construction of Licensee's facilities and improvements on the Property shall be restricted to the Licensed Premises and shall be performed strictly in accordance with plans and specifications approved in writing by the Authority. Licensee shall not deviate from or make changes to the construction plans and specifications approved by the Authority without the Authority's prior written approval. Only those facilities and improvements reflected on the approved construction plans and specifications shall be established on the Property. Licensee shall strictly adhere to any limitations or restrictions on construction methods or techniques as set forth in the approved construction plans and specifications, in the License Agreement, and any Exhibits thereto. After completion of the initial construction of the facilities and improvements on the Property, Licensee shall not construct additional facilities and improvements on the Property without specific written approval of the Authority, which written approval, if given, may constitute a separate license or an amendment to the Agreement.

(2) Licensee is hereby placed on notice of an existing agreement between Virginia Electric and Power Company ("VEPCO") and the Authority which provides, in part, that the Authority shall not grant any right to use the Property for certain purposes without Virginia Power's prior written approval. Licensee shall be responsible for obtaining Virginia Power's approval, and shall not enter or commence any work on the Property until such written approval is obtained and a copy of said approval is provided to the Authority by Licensee. The license granted by this Agreement shall be contingent until the written approval of VEPCO is obtained and provided to the Authority.

(3) Failure of Licensee to comply with any provision of subparagraphs 2a(1) or (2) above shall be deemed to be a violation of the Agreement subjecting the Licensee to such remedies as may be available to the Authority.

b. Construction Schedule

(1) Licensee shall submit to Authority for approval a proposed construction schedule, indicating when construction will begin and be completed and construction milestones. Licensee also shall provide Authority a list of the names of all contractors and subcontractors who will work on the Licensed Premises.

(2) Licensee shall perform construction only in accordance with the approved construction schedule. Licensee shall notify Authority immediately of any changes to the approved schedule. Such changes shall be subject to the prior written approval of the Authority.

(3) Licensee shall provide notice to Authority at least two (2) business days before entering the Property to perform any construction.

(4) Failure of Licensee to comply with any provision of subparagraphs 2b(1) (2) or (3) above shall be deemed to be a violation of this Agreement subjecting the Licensee to such remedies as may be available to the Authority.

c. Confining Construction Activity. During construction, Licensee and its contractors and subcontractors shall confine all construction activity, including access and storage, within the applicable areas specified on the approved plans and any exhibits thereto. Failure of Licensee to comply with any provision of this subparagraph shall be deemed to be a violation of the Agreement subjecting the Licensee to such remedies as may be available to the Authority.

d. Excavation

(1) Licensee shall not make or begin any excavation or other subsurface activity on the Property without first obtaining information concerning the possible location of any underground facility from each and every public utility, municipal corporation, or other person having the right to bury underground facilities on the Property.

(2) Licensee shall not make or begin any excavation or other subsurface activity on the Property without having all underground facilities located by suitable markers or other means by the owners of such underground facilities or other qualified or authorized persons.

(3) Obtaining the information required by subparagraphs (1) and (2) of

this paragraph does not excuse Licensee from making all excavation or other subsurface activity in a careful and prudent manner.

(4) In the event of any damage to or dislocation of any underground facility in connection with the excavation or other subsurface activity, Licensee shall immediately notify the owner of such facility and shall immediately cease all work in the affected area until repairs are complete. Any such incident shall be reported as soon as practicable to the Authority, and no further excavation or subsurface activity shall be done until permission is granted by the Authority.

(5) All excavation or other subsurface activity made by Licensee shall be properly safeguarded for the prevention of accidents. All excavated or tunneled areas shall be filled in or adequately secured at the end of each work-day.

(6) Failure of Licensee to comply with any provision of subparagraphs 2d(1), (2), (3), (4) or (5) above shall be deemed to be a violation of the Agreement subjecting the Licensee to such remedies as may be available to the Authority.

e. Inspection of Construction.

(1) The construction of Licensee's facilities and improvements is subject to the Authority's inspection at all places and all reasonable times to ensure strict compliance with the terms of the Agreement.

(2) Authority inspections are for the sole benefit of the Authority and do not constitute or imply acceptance of any work as conforming with the requirements of the Agreement. The presence or absence of an Authority inspector does not relieve Licensee from any contract requirement, nor is the inspector authorized to change any term or requirement of this Agreement without the written authorization of the Authority's representative.

3. Maintenance and Operation

(a) Licensee shall be responsible for maintaining and operating all facilities and improvements established by it on the Property, and shall perform such maintenance and operations in a manner and at such frequency as necessary to keep the Property safe and to protect against damage to the Property and adjoining properties.

b. Prior to commencement of any maintenance, or of any operation activity that requires entry onto the Property, Licensee shall submit a proposed maintenance or operation plan and schedule to the Authority for approval. The plan and schedule, at a minimum, shall provide a description of work to be performed, a description of equipment, vehicles, work techniques and methods to be used in connection with the maintenance or operation activity, a schedule of when maintenance or operation work will occur with an estimate as to the length of

time required to perform the work, and such other information as the Authority may need in order to evaluate the proposed maintenance or operation activity.

c. Licensee shall perform maintenance and operation of the facilities and improvements strictly in accordance with plans and schedules that have been approved in writing by the Authority. Licensee shall not deviate from or make changes to the maintenance or operation plans and schedules approved by the Authority without the Authority's prior written approval.

d. Licensee shall provide notice to Authority at least forty-eight (48) hours before entering the Property to maintain or operate Licensee's facilities; except in the case of an emergency where Licensee cannot provide the required advance notification, Licensee shall notify Authority as soon as practicable.

e. Licensee shall confine all maintenance and operation activities, including access and storage, within the applicable areas specified in the approved maintenance and operation plans.

f. Licensee shall avoid disturbing the Property and any improvements thereon while maintaining or operating Licensee's facilities and improvements. To the extent any disturbance does occur, Licensee shall restore such disturbed areas in accordance with the requirements set forth in Paragraph 4.

g. Failure of Licensee to comply with any provision of subparagraphs 3a, b, c, d, e or f above shall be deemed to be a violation of this Agreement subjecting the Licensee to such remedies as may be available to the Authority.

h. The Authority agrees that the schedule of maintenance and operations (the "Schedule"), attached hereto as Exhibit C, is approved for the scheduled maintenance or operation activities listed thereon. Licensee shall be required only to provide the required advanced notification prior to commencing maintenance or operations listed on the Schedule.

i. Deleted.

4. Restoration

a. Licensee shall, as soon as practicable after the completion of any construction, operation or maintenance activities, restore all areas disturbed during such activities. These areas shall be restored in kind to a condition substantially the same as that which existed prior to Licensee's performing such activities, and shall be restored to the satisfaction of the Authority, taking into consideration aesthetics as well as structural or design integrity.

b. Disturbed areas must be backfilled and compacted consistent with the construction plans and specifications for the Access Path.

c. In the event any asphalt paths on the Trail are cut or are otherwise damaged or disturbed, repairs shall be made in accordance with the following minimum requirements:

- (1) pavement shall be saw cut and shall have straight, clean edges;
- (2) all debris shall be hauled from the Property;
- (3) the disturbed area shall be backfilled with approved material compacted to ninety-five percent (95%) of theoretical density as determined by standard proctor;
- (4) a minimum of six inches (6") of VDOT type 21-A aggregate base shall be placed and compacted;
- (5) base shall be prime coated at the rate of .3 gallons per square yard with VDOT type MC-70 or RC-250 liquid asphalt; all existing asphalt edges shall be cleaned and tack coated;
- (6) a minimum of two inches (2"), or the depth of the existing asphalt, whichever is greater, of VDOT type SM-9.5 hot-mix asphalt shall be placed and properly compacted;
- (7) all adjacent stone or turf shoulder shall be backfilled flush with the pavement edge and said turf areas seeded in accordance with the requirements in subparagraph 4b above; and
- (8) the standard minimum dimensions for patched or replaced asphalt shall be a square the width of the Trail by an equal length.

d. If the disturbed area is on a part of any path in use by the public, Licensee shall immediately restore the disturbed area with a temporary patch until the asphalt can be permanently restored in accordance with the requirements of this paragraph 4. Failure of Licensee to comply with any provision of this subparagraph shall be deemed to be a violation of this License Agreement subjecting the Licensee to the liquidated damages provided for in paragraph 9 hercof and to such other remedies as may be available to the Authority.

e. In the event Licensee fails to commence any restoration of the Property as required in this Agreement within thirty (30) days of receipt of notice from the Authority, and diligently pursue completion, the Authority may restore any areas in case of neglect by Licensee. Licensee shall pay the cost of such restoration, including the cost of inspection and supervision.

5. Approvals

Whenever the License Agreement requires Licensee to submit plans, specifications, schedules or other items to the Authority for approval, the Authority shall review and approve, disapprove, or take other appropriate action within thirty (30) days after receipt of the required submittal. If the Authority does not provide a response within thirty (30) days, then the request shall be deemed approved. The Authority's approval of any submittal shall not be deemed to be a waiver of any requirement of the Agreement unless such waiver is explicit and in writing and specifically references the requirement of this Agreement that is being waived.

6. Access

Licensee shall enter and exit the Property during the term of the License Agreement only at those places and by those means specified on the approved construction plans and specifications and in the Agreement, including the attached exhibits. Failure of Licensee to comply with any provision of this Paragraph shall be deemed to be a violation of this Agreement subjecting the Licensee to the liquidated damages provided for in Paragraph 9 hereof and to such other remedies as may be available to the Authority.

7. General Responsibilities of Licensee

a. Compliance with Applicable Laws and Regulations. Licensee shall construct, operate, and maintain its facilities and improvements in accordance with all applicable federal, state, and county laws, orders, rules, and regulations existing on the date of the Agreement or enacted thereafter affecting Licensee's use of the Property, and Licensee shall assume all costs, expense, and responsibility in connection therewith.

b. Manner of Performance. Licensee shall construct, operate, and maintain its facilities and improvements in an orderly and workmanlike manner. The safety of the general public, Licensee's employees and all property shall be of paramount importance whenever or wherever Licensee operates on the Licensed Premises.

c. Permits. Prior to commencement of any work Licensee shall secure and pay for all permits and government fees, licenses, and inspections necessary for the proper construction, operation, and maintenance of Licensee's facilities and improvements.

d. Storage of Hazardous Materials. Licensee shall not store flammable, explosive, or other hazardous materials on the Property, and no materials shall be piled higher than fifteen (15) feet above ground level.

e. Interference. Licensee's facilities and improvements shall be constructed, operated, and maintained in a safe and proper manner so as not to endanger the general public, interfere with the public's use and enjoyment of the Park, Trail and Property, or interfere with any improvements on the Property.

f. Licensee's Personnel. Except as otherwise specifically authorized in the Agreement, Employees of Licensee and its agents and contractors shall comply with all regulations governing the use of the Trail and Property in effect as of the date of the Agreement or enacted thereafter.

g. Vehicles. Licensee shall operate on the Property only vehicles and equipment approved by the Authority. No vehicles or other equipment shall be operated on any trail, whether paved or unpaved, unless prior written approval has been granted by Authority.

h. Failure of Licensee to comply with any provision of subparagraphs 7a, b, c, d, e, f or g above shall be deemed to be a violation of this License Agreement subjecting the Licensee to such remedies as may be available to the Authority.

8. Warranty

Licensee warrants that Licensee has inspected the Property and accepts it in its present "as is" condition. The Authority makes no representation or warranties, express or implied, concerning the condition of the Property and shall have no responsibility for repairs and maintenance during the term of the Agreement.

9. Deleted.

10. Authority's Use of the Property

Nothing in the License Agreement shall be construed to prevent the Authority from repairing, altering, relocating, or constructing existing and additional Trails or other facilities on the Property. The Authority shall do such work, insofar as practicable, in a manner not to obstruct, injure, or prevent the free use and operations of Licensee's facilities and improvements. If any property of the Licensee shall interfere with Authority's planned alteration, relocation, or construction, Licensee shall remove such property at such time and in a manner as shall reasonably be directed by the Authority so that such property shall not interfere with the work of the Authority. Such removal or replacement of Licensee's property shall be at the expense of Licensee. Authority agrees to provide no less than ninety (90) written notice to Licensee of any plans which may impact Licensee's ability to use the Access Path or access its facilities and improvements. The Authority agrees to inform Licensee of its plans and to collaborate with Licensee and use its best efforts to accomplish any alterations, relocations, or construction of the Trail and Property in a manner least intrusive to the privileges of Licensee under this License Agreement, including providing a suitable alternate access path for the Licensee to access Licensee's facilities and improvements.

11. Authority's and Licensee's Representatives

a. The Authority and Licensee shall each designate a representative who

shall have the duty to coordinate all aspects of Licensee's use of the Licensed Premises and have the authority to render decisions and bind the parties upon matters which necessitate input or decisions. Any change of a party's representative shall be made in writing, and any such change shall not be effective until receipt of the writing by the other party. The Authority hereby designates its Director of Planning and Development as its representative.

b. The Authority's representative shall, at all times, have access to Licensee's construction, operation, and maintenance work whenever and wherever it is in preparation or progress.

12. Maintenance of Records

Licensee shall keep accurate maps and records, including the approved as-built construction plans and specifications, of its facilities and improvements located on the Property and shall make available to the Authority such maps and records when requested.

13. Safety

a. Licensee's and Authority's employees, (ii) to protect the Property, and (iii) to assure safe operation of Licensee's facilities and improvements including, but not limited to, marking any temporary changes to the Trail and providing snow fences and other barricades.

b. Whenever Licensee's facilities and improvements or related construction, operation, or maintenance activities of Licensee create a serious hazard to public safety or welfare, Licensee shall take all reasonable actions to abate immediately the hazard and shall immediately notify the Authority and any other affected parties of such incidents. The Authority shall have the right to direct Licensee to halt any construction, operation, or maintenance activity for noncompliance with the provisions of this Agreement or when the Authority believes it to be necessary to protect the public's welfare or safety.

c. The Authority shall have the right, without notice to Licensee, to correct any condition in case of an emergency.

14. Deleted.

15. No Waiver

Nothing contained in the Agreement shall be deemed to waive the requirements of the various codes, regulations, resolutions and statutes regarding permits, fees to be paid, or manner of construction, operation, or maintenance.

16. Assignment

No assignment, conveyance, apportionment, transfer or sublicense by Licensee of

the Agreement or any rights hereunder as to any other parties (other than to its customers in the regular course of business) shall be made without the prior written consent of the Authority, which consent may be given or withheld in the Authority's sole discretion.

17. Entire Agreement

The Agreement (and any exhibits hereto) embodies the entire agreement between Authority and Licensee. It is not to be modified or terminated except as provided herein or by any written agreements signed by the authorized representatives of both parties. If any provision herein is invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

18. Deleted.

19. Applicable Law

The parties agree that the laws of the Commonwealth of Virginia will govern the License Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

LICENSEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: 

Name: Uri Arkin

Title: Real Estate Bureau Chief

Date: Sept. 28, 2022

APPROVED AS TO FORM:


COUNTY ATTORNEY

AUTHORITY:

NORTHERN VIRGINIA REGIONAL PARK AUTHORITY

By: 

Name: Brian Nolan

Title: Director of Planning and Development

