



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of December 11, 2010
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DATE: December 3, 2010

SUBJECT: Approval and Acceptance of a License Agreement between the County Board and Central Place II, L.L.C. and a Crane Swing License Agreement between the County Board, Central Place, L.L.C. and Central Place II, L.L.C. concerning the Rosslyn Station Access Improvement Project.

C. M. RECOMMENDATIONS:

1. Approve the attached License Agreement between Central Place, II, L.L.C. and the County Board of Arlington County, Virginia for use of portions of property referred to as the RCA Parcel (RPC #16038004) for construction of the Rosslyn Station Access Improvement Project.
2. Approve the attached Crane Swing License Agreement between Central Place, L.L.C. and Central Place II, L.L.C. and the County Board of Arlington County, Virginia for location, operation and swing of cranes over, under, upon and across portions of Parcel O, Central Place (RPC #16038014) and Parcel R, Central Place (RPC #16038015).
3. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, to execute on behalf of the County Board, the License, the Crane Swing License Agreement and all related documents, subject to approval as to form of such documents by the County Attorney.

ISSUES: There are no issues identified with this request.

SUMMARY: The attached License Agreement permits the County to use portions of the RCA Parcel to construct and locate portions of the Rosslyn Station Access Improvement Project ("Project"). The attached Crane Swing License Agreement permits the County to use portions of the RCA parcel and the Central Place Property for the location, operation, maintenance and swing of cranes needed to construct the Project.

County Manager:

BMD/GA

County Attorney:

MAD

GA

17.

Staff: Linda Eichelbaum Collier, Real Estate Bureau, DES

BACKGROUND: In order to construct portions of the Project, the County needs to secure permission from Central Place II, L.L.C., which controls the RCA Parcel, to construct and locate a chiller, rock bolts and anchors and a passageway (all underground) within and under portions of the RCA Parcel. The County needs the Crane Swing Agreement to locate, operate, maintain, and swing cranes over, under, upon and across the Central Place Property, to be used for construction of the Project. See Vicinity Maps attached as **Exhibits D-1 and D-2**.

DISCUSSION: Portions of the Rosslyn Station Access Improvement Project, particularly a passageway connection, portions of a chiller in the garage, and areas for tie backs, rock dowels, rock bolts, rock anchors and rock support systems, are located within and under the RCA Parcel. The County needs to obtain the right to use these areas from Central Place II, by entering into the proposed License Agreement attached as **Exhibit A**. The spacial areas that are the subject of the License Agreement are set forth on the plats attached as **Exhibit B-1**, entitled “Plat Showing RSAI Area and Chiller Area on Part Original John F. Murrell Property Deed Book 113, page 132 and part Original Dulany and Marshall Property Deed Book, N-4, Page 164 Arlington County Virginia,” dated November 13, 2009, last revised August 16, 2010, prepared by Bowman Consulting Group, Ltd. and **Exhibit B-2**, entitled “Plat Showing Rock Bolt Area on Part Original John F. Murrell Property Deed Book 113, page 132 and part Original Dulany and Marshall Property Deed Book N-4, Page 164 Arlington County Virginia,” dated November 13, 2009, last revised September 15, 2010, prepared by Bowman Consulting Group, Ltd.

The proposed Crane Swing License Agreement is attached as **Exhibit C**. The area covered by the Crane Swing License Agreement is the area of the County’s prior Deed of Temporary Easement for Staging and Temporary Easement for Construction with Central Place, L.L.C., dated March 31, 2010.

Legal Description of the Property: Parcel O and Parcel R are owned by Central Place by virtue of a Deed of Resubdivision recorded in Deed Book 4233 at Page 774 among the Land Records. Central Place II is the Assignee of a Quitclaim Assignment and Assumption of Deed of Easement from the County as Assignor, recorded among the Land Records in Deed Book 4370 at Page 1, relating to the RCA Parcel.

FISCAL IMPACT: None.

CONCLUSION: It is recommended that the County Board approve the attached: 1) License Agreement between Central Place, II, L.L.C. and the County Board of Arlington County, Virginia for use of portions of RPC #16038004 for construction of the Rosslyn Station Access Improvement Project; 2) Crane Swing License Agreement between Central Place, L.L.C, Central Place II, L.L.C. and the County Board of Arlington County, Virginia for location, operation and swing of cranes over, under, upon and across portions of Parcel O, Central Place (RPC #16038014) and Parcel R, Central Place (RPC #16038015); and 3) authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, to execute on behalf of the County Board, the License, the Crane Swing License Agreement and all related documents, subject to approval as to form of such documents by the

Approval of a License Agreement and Crane Swing Agreement
Relating to the Construction of the Rosslyn Station Access Improvement Project

County Attorney.

LICENSE AGREEMENT

PLAT

PLAT

CRANE SWING LICENSE AGREEMENT

VICINITY MAP

VICINITY MAP

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is dated as of this _____ day of _____, 2010 ("Effective Date"), by and between CENTRAL PLACE, II, L.L.C., a Delaware limited liability company ("Licensor" or "Central Place II"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Licensee" or "County"). The Licensor and the Licensee are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties".

WHEREAS, the County, as Assignor, and Central Place II, as Assignee, entered into a Quitclaim Assignment and Assumption of Deed of Easement ("Assignment"), dated August 19, 2008, recorded on June 10, 2010 in Deed Book 4370 at Page 1 among the land records of Arlington County, Virginia ("Land Records"); and

WHEREAS, pursuant to such Assignment, the County assigned to Central Place II that certain Deed of Easement from Rosslyn Center Associates, L.P. to the County Board of Arlington County, Virginia dated July 27, 2004, recorded on August 10, 2007 in Deed Book 4125 at Page 2597 among the Land Records ("RCA Easement"); and

WHEREAS, the RCA Easement concerns a parcel of land lying and being situate in Arlington County, Virginia between North Lynn Street and North Moore Street, designated as RPC No. 16038004, and more particularly described by the metes and bounds description attached hereto as **Exhibit A** and incorporated herein by reference ("RCA Parcel"); and

WHEREAS, at a regular meeting on May 5, 2007, the County Board of Arlington County, Virginia enacted an "Ordinance Approving SP # 335 Site Plan Amendment: Central Place LLC ("Central Place"), to Construct Approximately 354 Dwelling Units, Approximately 600,855 Square Feet of Commercial/Retail Space, with Modification of Use Regulations for Density, Storage, Mechanical Rooms, Shafts, Observation Decks, Coverage, Parking, Loading Space and Drive Aisle Requirements; 1213 Wilson Blvd. 1720, 1735 N. Lynn St., 1801 N. Lynn St, 1801, 1823 N. Moore St., Lots 1, 2, 3, 4, 5, and Outlots A-3, A-4 and A-5, Block 10, Rosslyn (RPC #16-038-001, -002, -003, -004, -005, -006, -008, -009, -010, -011, -012, -013; 16-039-005, -018" ("Site Plan #335"); and

WHEREAS, the mixed-use development authorized by Site Plan #335 ("Project") includes, among other things, an underground garage ("Garage") located in part upon, within and under the RCA Parcel; and

WHEREAS, pursuant to Site Plan #335, the Project Agreement (defined below) and the RCA Easement, Washington Metropolitan Area Transit Authority ("WMATA") may locate within and under a portion of the RCA Parcel, and the

County may construct for WMATA, certain improvements, structures, facilities, additions and/or renovations to the existing Rosslyn Metro Station, including, but not limited to, Rock Bolts (as defined below) in support of three high speed, high capacity passenger elevators, an emergency stairway, airshaft(s), a chiller facility and utility lines and connections thereto (“Chiller”), an underground station mezzanine passageway connection with finishes, and all appurtenant facilities and systems, including, but not limited to, electrical, plumbing, communications, fare collection and mechanical equipment (collectively, the “Rosslyn Station Access Improvements” or “RSAI”, which definition includes the Chiller and the Rock Bolts, defined below); and

WHEREAS, the County, Central Place, Central Place II and WMATA are parties to a certain Project Coordination Agreement (“Project Agreement”), dated March 31, 2010, which addresses the rights, duties and obligations among the County, Central Place, Central Place II and WMATA with respect to the RSAI and the Project; and

WHEREAS, the rights granted by this Agreement are needed by the County to locate and construct a portion of the RSAI as contemplated by Site Plan #335 and the Project Agreement; and

WHEREAS, in accordance with Site Plan #335, the Project Agreement and this Agreement, Central Place II desires to grant to the County, and the County desires to accept from Central Place II, permission to use, as described herein, portions of the RCA Parcel for the construction and location of the portions of the RSAI described herein.

WITNESSETH:

For and in consideration of One Dollar (\$1.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Licensed Premises. Subject to the terms of the RCA Easement and the Assignment, Licensor hereby grants to the County, for the use and benefit of the County and its officials, officers, employees, agents, contractors, subcontractors and assigns, a license for the use, upon the terms hereinafter provided, of the following portions of the RCA Parcel:

- A. RSAI Area and Chiller Area, as the same are depicted on the plat entitled “Plat Showing RSAI Area and Chiller Area on Part Original John F. Murrell Property Deed Book 113, Page 132 and Part Original Dulany and Marshall Property Deed Book, N-4, Page 164 Arlington County Virginia” dated November 13, 2009, last revised August 16, 2010, prepared by Bowman Consulting Group, Ltd. and attached hereto as **Exhibit B** (“RSAI Plat”); and

- B. Three Rock Bolt Areas, as the same are depicted on the plat entitled “Plat Showing Rock Bolt Area on Part Original John F. Murrell Property Deed Book 113, Page 132 and Part Original Dulany and Marshall Property Deed Book N-4, Page 164 Arlington County Virginia” dated November 13, 2009, last revised September 15, 2010, prepared by Bowman Consulting Group, Ltd. and attached hereto as **Exhibit C** (“Rock Bolt Plat”).

2. **Term.** This Agreement (i) shall be effective with respect to the RSAI Area and the Rock Bolt Area on the Effective Date and (ii) shall be effective with respect to the Chiller Area when the “Chiller Easement” (defined in Section 3.A of that certain Deed of Temporary Easement for Staging and Temporary Easement for Construction dated March 31, 2010, recorded on May 4, 2010 in Deed Book 4361 at Page 1666 among the Land Records (“Temporary Easement Agreement”)) becomes effective with respect to the “Primary Chiller Easement Area” (defined and depicted in the Temporary Easement Agreement). This Agreement shall commence on the Effective Date and shall automatically terminate effective sixty (60) days after receipt by the County of written final acceptance of the RSAI by WMATA (“Term”). Upon written request from Central Place II following the termination of this Agreement, the County shall execute, within 30 days following receipt of such request, a document, mutually acceptable to Central Place II and the County, recognizing and affirming the termination of this Agreement. This Agreement shall be irrevocable during the Term.

3. **Permitted Uses.** The County and its officials, officers, employees, agents, contractors, subcontractors and assigns are permitted to use, during the Term:

A. The RSAI Area for the following purposes only:

- i. Construction, installation, location, placement, testing, access, inspection, maintenance, repair, replacement, reconstruction and/or removal of the RSAI, monitoring systems, sediment control and storm drainage control, temporary and permanent utilities and water treatment facilities; and
- ii. Installation of Rock Bolts (as defined in Subsection 3.B below); and
- iii. Location of any and all temporary structures and equipment for completion of the construction of the RSAI; and
- iv. Other construction activities for completion of the construction of the RSAI.

B. The Rock Bolt Area for the following purposes only:

- i. Installation of rock bolts, tie backs, rock dowels, rock support structures and rock anchors (collectively, “Rock Bolts”).

Notwithstanding anything to the contrary contained herein, Central Place II or its affiliate(s) shall have the right at any time to remove and/or modify the portion(s) of any Rock Bolts that extend into the space to be occupied by any of the structures or improvements constructed by Central Place II or its affiliate(s) as may be permitted by Site Plan #335 and the Project Agreement, provided any such removal or modification shall have no adverse impact on the RSAI or the construction thereof and provided Central Place II or its affiliate(s) give prior written notice to the County of its intention to remove and/or modify portions of any such Rock Bolts including identification of which particular Rock Bolts will be so removed or modified.

C. The Chiller Area for the following purposes only:

- i. Construction, location, placement, installation, access, testing, inspection, maintenance, repair, replacement, reconstruction and/or removal of (i) the Chiller, (ii) a protective structure around the Chiller and (iii) all utilities and connections (including wires, cables, pipes, ducts, chases and conduits) necessary to construct, locate, operate and maintain the Chiller.

The legal rights described in, and conveyed by, this Section 3 are hereinafter referred to collectively as the “RSAI License”.

4. Access to Chiller Area. When accessing the Chiller Area (whether to install, maintain, or replace the Chiller or for any other reason), the County shall use commercially reasonable efforts not to obstruct traffic in the Garage or otherwise interfere with the construction or operation of the Garage and shall notify Central Place II at least twenty-four (24) hours in advance of its intent to enter the Garage to access the Chiller Area, provided that, in the event of an emergency, as reasonably determined by the County, or its contractor(s), the County shall not be required to provide prior notice of such entry.

5. License Fee. No license fee shall be charged to the County for the granting of the RSAI License.

6. Representations and Warranties. Each Party, with respect to itself only, represents and warrants to the other that said Party (i) legally exists, (ii) is in good standing under Federal and/or local laws, as applicable, (iii) is authorized to conduct the business or activities in which it is engaged, and (iv) has all requisite power and authority to enter into this Agreement and to complete the transactions contemplated hereby.

7. Central Place II Liability. Central Place II shall only be liable for damages arising from acts or omissions due to the negligence, gross negligence, intentional

and/or wrongful acts of Central Place II, its employees or agents, which acts or omissions relate to, or arise out of, this Agreement. Central Place II shall use reasonable efforts to notify the County of circumstances that may cause damage to the Chiller or injury to individuals installing or otherwise maintaining the Chiller. The County acknowledges that it is responsible for the construction and installation of the Chiller and any equipment and utilities installed in connection therewith, including maintenance thereof for the duration of and in accordance with this Agreement. The County shall include in its contract with its general contractor a requirement to add Central Place II as an additional insured on the general contractor's liability coverage covering the installation of the Chiller for the duration of its construction contract with the County.

8. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be hand-delivered to the Parties at their respective addresses set forth below. Notice is effective upon delivery to the Primary Recipient designated below. Failure to deliver a copy of such notice to the additional recipients noted herein shall not constitute failure of a Party to provide any notice required or permitted pursuant to this Agreement.

If to Central Place II ("Primary Recipient"):

c/o The JBG Companies
4445 Willard Avenue
Chevy Chase, Maryland 20815
Attention: Benjamin Jacobs
E-mail: bjacobs@jbg.com

With a copy to:

c/o The JBG Companies
4445 Willard Avenue
Chevy Chase, Maryland 20815
Attention: Andrew VanHorn
E-mail: avanhorn@jbg.com

With a copy to:

c/o The JBG Companies
4445 Willard Avenue
Chevy Chase, Maryland 20815
Attention: Rich Hakim
E-mail: rhakim@jbg.com

If to the County ("Primary Recipient"):

Arlington County Virginia
Director of Transportation
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

With a copy to:

Arlington County Virginia
Department of Transportation
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201
Attention: Capital Project Senior Manager/RSAIP Project Manager

With a copy to:

Arlington County Virginia
Office of County Attorney
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attention: County Attorney

9. No Rights in Third Parties. The Parties mutually agree that no provisions of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.
10. RSAI License. Central Place II represents that the RSAI License granted pursuant to this Agreement is not inconsistent with any rights or permissions previously granted by Central Place II or its affiliates. Central Place II has not and shall not authorize others to take any actions which would limit or abrogate the rights and permissions provided by this Agreement, unless specifically permitted hereby.
11. Captions. Captions in this Agreement are for convenience of reference only and shall not be considered in the interpretation of this Agreement.
12. Number; Gender. Whenever required by the context, the singular shall include the plural, the neuter gender shall include the male gender and female gender, and vice versa.
13. Business Day. If the date for performance of any obligation under this Agreement falls on other than a business day, then such obligation shall be performed on the next succeeding business day.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.
15. Severability. If one or more of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable, each such provision shall be deemed

severable and the remaining provisions of this Agreement shall continue in full force and effect.

16. No Oral Modifications or Waivers. No modification of this Agreement shall be valid or effective unless the same is in writing and signed by each Party hereto. No purported waiver of any of the provisions of this Agreement shall be valid or effective unless the same is in writing and signed by the Party against whom it is sought to be enforced.

17. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia (without reference to conflicts of laws principles). All legal actions instituted by the Parties concerning this Agreement shall be filed solely in the Arlington County General District or Arlington County Circuit Court and in no other court.

18. Exhibits. All Exhibits referenced in this Agreement are incorporated in this Agreement by this reference as if fully set forth herein.

19. Recitals. The Recitals are incorporated into this Agreement.

20. No Recordation; Binding Effect. This Agreement (i) shall be binding upon the successors in interest of each Party and (ii) may not be recorded among the Land Records.

EXHIBITS

Exhibit A Metes and Bounds for RCA Parcel

Exhibit B Plat Showing RSAI Area and Chiller Area on Part Original John F. Murrell Property Deed Book 113, Page 132 and Part Original Dulany and Marshall Property Deed Book N-4, Page 164 Arlington County, Virginia”, dated November 13, 2009, last revised August 16, 2010, and prepared by Bowman Consulting Group, Ltd.

Exhibit C Plat Showing Rock Bolt Area on Part Original John F. Murrell Property Deed Book 113, Page 132 and Part Original Dulany and Marshall Property Deed Book N-4, Page 164 Arlington County Virginia”, dated November 13, 2009, last revised September 15, 2010, and prepared by Bowman Consulting Group, Ltd.

[SIGNATURES ON THE FOLLOWING PAGE]

LICENSOR:

CENTRAL PLACE II, L.L.C.

By: JBG/Company Manager II, L.L.C., its
managing member

By: _____

Name: _____

Title: _____

LICENSEE:

COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

County Attorney

EXHIBIT A
DESCRIPTION OF RCA PARCEL

Beginning on the westerly line of North Lynn Street at the southeast corner of subject land described in Deed Book 1791 at Page 555, said point being 266.31 feet northerly along said westerly line of North Lynn Street from the intersection of said line with the northerly line of Wilson Boulevard as shown on a plat recorded in Deed Book 1714 at Page 259, and running thence, in the meridian of the Washington Metropolitan Area Transit Authority, with the line between subject land and the land described in Deed Book 1716 at Page 28 S. 84° 06' 52' W. 137.10 feet to the easterly line of North Moore Street; thence running with said line N. 01° 51' 08" W. 80.20 feet; thence running with the line between subject land and the land described in Deed Book 1560 at Page 649 N. 84° 06' 52" E. 139.46 feet to the westerly line of North Lynn Street; thence with said line S. 00° 10' 38" E. 80.40 feet to the beginning containing 11,062 square feet.

EXHIBIT B
PLAT FOR RSAI AREA AND CHILLER AREA

[attached]

EXHIBIT C
PLAT FOR ROCK BOLT AREA

[attached]



NORTH MOORE STREET

WIDTH VARIES

MATCH LINE

229.18'

S 03°16'00" W 80.20'

30.00'

3.14'

PT. ORIG. GEORGE O. MYERS PROPERTY

N 89°14'00" E 137.87'

ROCK BOLT AREA
PART ORIGINAL
JOHN F. MURRELL PROPERTY

WMATA ESM'T
(DB 1951, PG. 759)
BELOW ELEV. 58.0

CENTRAL PLACE
PARCEL C

ROCK BOLT AREA

ROCK BOLT AREA

PART ORIG.
DULANY AND
MARSHALL
PROPERTY

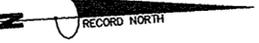
N 04°56'30" E 80.40'

NORTH LYNN STREET

WIDTH VARIES

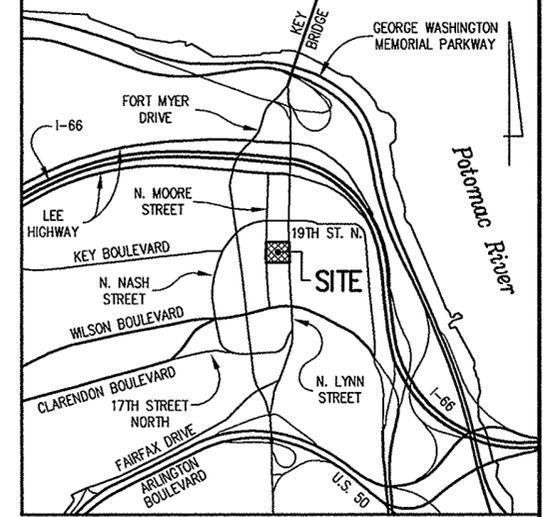
WILSON BOULEVARD

MATCH LINE



NOTES

1. THE PROPERTY DELINEATED HEREON IS SHOWN ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP 44-8 IS IDENTIFIED AS REAL PROPERTY CODE (RPC) NUMBER 16038004.
2. OWNER: ROSSLYN CENTER ASSOCIATES ET AL
THE CLOVER COMPANIES
1700 N. MOORE STREET #2200
ROSSLYN, VA 22209
3. ROCK BOLT AREA APPLIES TO TIE BACKS, ROCK DOWELS, ROCK BOLTS, ROCK ANCHORS AND ROCK SUPPORT SYSTEMS.



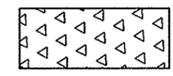
VICINITY MAP
NOT TO SCALE



ROCK BOLT AREA
(BETWEEN ELEVATIONS -37.70 AND 80.00)
AREA=297 SQ. FT.



ROCK BOLT AREA
(BETWEEN ELEVATIONS -37.70 AND 29.22)
AREA=152 SQ. FT.



ROCK BOLT AREA
(BETWEEN ELEVATIONS -18.28 AND 29.22)
AREA=471 SQ. FT.

MATCH LINE

PLAT SHOWING
ROCK BOLT AREA
ON PART ORIGINAL
JOHN F. MURRELL PROPERTY
DEED BOOK 113, PAGE 132
AND PART ORIGINAL
DULANY AND MARSHALL PROPERTY
DEED BOOK N-4, PAGE 164
ARLINGTON COUNTY VIRGINIA
SCALE: 1"=20' DATE: NOVEMBER 13, 2009



REVISION	
12/08/09	REVISIONS
1/14/10	ADDRESS COMMENTS
2/04/10	ADDRESS COMMENTS
2/16/10	ADDRESS COMMENTS
8/16/10	ADDRESS COMMENTS
9/15/10	REVISE NOTE 1

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
2121 Eisenhower Avenue, Suite 302
Alexandria, Virginia 22314

Phone: (703) 548-2188
Fax: (703) 683-5781
www.bowmanconsulting.com

MATCH LINE

CRANE SWING LICENSE AGREEMENT

THIS CRANE SWING LICENSE AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2010 ("Effective Date"), by and between, CENTRAL PLACE, L.L.C. ("Central Place"), a Delaware limited liability company, CENTRAL PLACE II, L.L.C., a Delaware limited liability company ("Central Place II") (Central Place and Central Place II both collectively sometimes called "Licensor") and the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("County" or "Licensee").

RECITALS:

R-1 WHEREAS, Central Place is the owner of certain real property located in Arlington County, Virginia, bounded by N. Moore Street and N. Lynn Street, known as Parcel O, Central Place and Parcel R, Central Place, RPC #16038014 and RPC#16038015 (along with the property described in R-2, "Central Place Parcel"), by virtue of a Deed of Resubdivision recorded in Deed Book 4233 at Page 774 among the land records of Arlington County, Virginia ("Land Records"); and

R-2 WHEREAS, the County, on August 10, 2007, accepted that certain Deed of Easement from Rosslyn Center Associates dated July 27, 2004, recorded in Deed Book 4125 at page 2597 among the Land Records ("2004 Deed of Easement"), pertaining to certain real property located in Arlington County, Virginia, bounded by North Lynn Street and North Moore Street, known as Part Original John F. Murrell Property, Deed Book 113, Page 132 and Part Original Dulany and Marshall Property, Deed Book N-4, Page 164, RPC #16038004 (along with the property described in R-1, "Central Place Parcel"); and

R-3 WHEREAS, the County, as Assignor, and Central Place II, as Assignee, entered into a Quitclaim Assignment and Assumption of Deed of Easement ("Assignment"), dated August 19, 2008, recorded on June 10, 2010 in Deed Book 4370 at Page 1 among the Land Records, by which the County assigned the 2004 Deed of Easement to Central Place; and

R-4 WHEREAS, at a regular meeting on May 5, 2007, the County Board of Arlington County, Virginia enacted an "*Ordinance Approving SP # 335 Site Plan Amendment: Central Place LLC, to Construct Approximately 354 Dwelling Units, Approximately 600,855 Square Feet of Commercial/Retail Space, with Modification of Use Regulations for Density, Storage, Mechanical Rooms, Shafts, Observation Decks, Coverage, Parking, Loading Space and Drive Aisle Requirements; 1213 Wilson Blvd. 1720, 1735 N. Lynn St., 1801 N. Lynn St, 1801, 1823 N. Moore St., Lots 1, 2, 3, 4, 5, and Outlots A-3, A-4 and A-5, Block 10, Rosslyn (RPC #16-038-001, -002, -003, -004, -005, -006, -008, -009, -010, -011, -012, -013; 16-039-005, -018*" ("Site Plan"); and

R-5 WHEREAS, the mixed-use development authorized by the Site Plan includes, among other things, an office building, a plaza, and a garage and a residential building on the Central Place Parcel and other property located in the block bounded by North Lynn Street, Wilson Boulevard, North Moore Street and 19th Street North in Arlington County, Virginia; and

R-6 WHEREAS, pursuant to the Site Plan and a certain Project Agreement dated as of March 31, 2010 among Central Place, Central Place II, LLC, Washington Metropolitan Area Transit Authority (“WMATA”) and County (“Project Agreement”), the County may construct for WMATA, certain improvements, structures, facilities, additions and/or renovations to the existing Rosslyn Metro Station, including but not limited to three high-speed, high-capacity passenger elevators, an emergency stairway, airshaft(s), a chiller, including utilities and connections therefor (“Chiller”), a two level underground station mezzanine and passageway connection with finishes, and all appurtenant facilities and systems, including but not limited to electrical, plumbing, communications, fare collection and mechanical equipment on, in, under and through portions of the Central Place Parcel as more fully set forth in the Project Agreement (collectively the “Rosslyn Station Access Improvements” or “RSAI”); and

R-7 WHEREAS, by a certain Deed of Temporary Easement for Staging and Temporary Easement for Construction (“Temporary Easement”), between Central Place and the County, recorded in Deed Book 4361 at Page 1666 among the Land Records, Central Place granted and conveyed to the County a Temporary RSAI Easement (“RSAI Easement”), a Temporary Staging Easement (“Staging Easement”) and an Alternate Chiller Easement as set forth therein for certain portions of the Central Place Parcel; and

R-8 WHEREAS, by a certain License Agreement (“RCA License”), between Central Place II and the County, Central Place II granted the County, among other things, a license to use certain portions of the Central Place Parcel for location and construction of the RSAI; and

R-9 WHEREAS, under the terms of the Temporary Easement and the RCA License the County is, among other things, permitted to install and use cranes in certain locations in connection with the construction of the RSAI; and

R-10 WHEREAS, the County has entered into a contract with Clark Construction Group, LLC (“Clark”) to build the RSAI; and

R-11 WHEREAS, the County and the County’s contractor(s) (including Clark) and subcontractors (collectively, including Clark, “County Contractor(s)”), require a construction crane swing license on, above and under a portion of the Central Place Parcel in order to construct the RSAI; and

R-12 WHEREAS, subject to the terms and conditions of this Agreement, the Project Agreement and the Site Plan, Central Place and Central Place II grant the County and the County Contractors, a construction crane swing license in connection with the construction of the RSAI.

WITNESSETH:

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual benefits to be received by the parties hereto, the parties hereby agree as follows:

1. Crane Swing Area. Licensor hereby grants to the County and the County Contractor, a license to locate, operate and swing cranes (installed in accordance with the Temporary Easement) over, under, upon and across the Temporary RSAI Easement Area and the Temporary Staging Area (as both are defined in the Temporary Easement) ("Swing Area"), subject to the terms and restrictions of this Agreement.

2. Permitted Uses. The license hereby granted permits the County and the County Contractor, during the Term, as hereinafter defined, to locate, operate, swing, maintain, repair and replace cranes, including a 110 Ton Crawler Crane (a Terex HC 110 or similar model), within the Swing Area in connection with the construction of the RSAI. For the avoidance of doubt, no crane parts shall swing over any area outside the Swing Area.

3. Term. The term of this Agreement ("Term") shall begin at 12:01 a.m. on the Effective Date of this Agreement and shall end sixty (60) days after receipt by the County of written final acceptance of the RSAI by WMATA or, as to the portions of the Swing Area located in the Temporary Staging Area, at such time as the Staging Easement terminates according to the terms of the Temporary Easement. In the event that the Staging Easement terminates prior to written acceptance of the RSAI by WMATA in accordance with the terms of the Temporary Easement, the Swing Area shall include any Replacement Staging Area granted pursuant to the terms of the Temporary Easement.

4. License Fee. There shall be no license fee charged to the County under this Agreement.

5. Insurance and Indemnity. The County shall require the County Contractor to comply with the insurance provisions set forth in **Exhibit G**, attached hereto.

6. No Permanent Rights. Licensor and Licensee acknowledge that the intention of this Agreement is for Licensor to grant a license to the County and the County Contractor, and that there is no intention whatsoever to grant the County, the County Contractor or any other person or entity, any permanent rights or legal interests, of any kind, in Licensor's real or personal property.

7. Default. This Agreement shall terminate if Licensee shall violate or fail to perform any of the conditions, covenants or agreements of this Agreement, provided that any such violation or failure to perform any of such conditions, covenants or agreements shall continue for a period of thirty (30) days after Licensee is notified thereof in accordance with Section 8 hereof.

8. Notice. Every notice, demand, request, or other communication which any party is required or desires to give to the other shall be in writing, properly addressed, and shall be given by (i) personal delivery, (ii) established overnight commercial courier (such as FedEx) for delivery on the next business day with delivery charges prepaid or duly charged or (iii) by registered or certified mail (return receipt requested, first class postage prepaid), as follows:

If to County: Arlington County Virginia
 Director of Transportation
 2100 Clarendon Boulevard, Suite 900

Arlington, Virginia 22201

With a copy to:

Arlington County Virginia
Department of Transportation
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201
Attention: Capital Project Senior Manager/RSAIP Project Manager

With a copy to:

Arlington County Virginia
Office of County Attorney
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attention: County Attorney

If to Central Place II or Central Place:

c/o The JBG Companies
4445 Willard Avenue
Chevy Chase, Maryland 20815
Attention: Benjamin Jacobs
E-mail: bjacobs@jbg.com

With a copy to:

c/o The JBG Companies
4445 Willard Avenue
Chevy Chase, Maryland 20815
Attention: Andrew VanHorn
E-mail: avanhorn@jbg.com

With a copy to:

c/o The JBG Companies
4445 Willard Avenue
Chevy Chase, Maryland 20815
Attention: Rich Hakim
E-mail: rhakim@jbg.com

Any party may, by like notice given at least ten (10) days before such change becomes effective, designate a new address to which such notices shall be sent. Notice shall be deemed effective when personally delivered, or one business day after having been delivered to a recognized overnight courier, or three (3) business days after mailing, if said notice is by mail. An acknowledgment signed by the party getting notice shall constitute conclusive evidence that the notice has been received.

9. Role of the Licensee/Licensee Decisions; No Waiver. The Licensee's execution of this Agreement shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, or for any other governmental approval or consent

required to be obtained by Licensor. Whenever, in this Agreement, Licensee is required to join in, consent, give its approval, or otherwise act under this Agreement, it is understood that such obligations are meant to apply to the Licensee acting in its capacity as a Licensee and not in its capacity as a governing authority. Nothing in this Agreement shall be construed to waive any of Licensee's powers, rights or obligations as a governing authority of local governing body, whether or not affecting the Swing Area, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever.

10. No Waiver of Sovereign Immunity by Licensor. Nothing in this Agreement nor any action taken by Licensee pursuant to this Agreement, nor any document which arises out of this Agreement, shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensee, or of its elected and appointed officials, officers and employees. Nothing in this Section 10 is intended to act as a waiver of any of Licensor's rights or claims under this Agreement that are not otherwise barred by the sovereign immunity or governmental immunity of the Licensee, or of its elected and appointed officials, officers and employees.

11. No Limitation of Rights Under Temporary Easement and RCA License. Nothing in this Agreement shall limit the rights granted to the County by Central Place in the Temporary Easement and the rights granted to the County by Central Place and Central Place II in the RCA License and the Project Agreement.

12. No Rights in Third Parties. The parties hereto mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

13. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement, other than those terms or provisions which are held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14. Captions. Captions in this Agreement are for convenience of reference only and shall not be considered in the interpretation of this Agreement.

15. Number; Gender. Whenever required by the context, the singular shall include the plural, the neuter gender shall include the male gender and female gender, and vice versa.

16. Business Day. If the date for performance of any obligation under this Agreement falls on other than a business day, then such obligation shall be performed on the next succeeding business day.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to choice of law

principles. All legal actions instituted by the Licensor or the Licensee concerning this Agreement shall be filed solely in the Arlington County General District or Circuit Court.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

19. Entire Agreement/Amendment. No representation or statements have been made which would modify, add to or change the terms of this Agreement. This Agreement may be amended only by a written document signed by the County and the Licensor, or their respective successors and assigns.

20. Exhibits. All Exhibits referenced in this Agreement are incorporated in this Agreement by this reference as if fully set forth herein.

21. No Recordation; Binding Effect. This Agreement (i) shall be binding upon the successors in interest of each Party and (ii) may not be recorded among the Land Records.

22. Incorporation of Recitals. The foregoing recitals are fully incorporated into this Agreement by this reference.

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WITNESS the following signatures:

LICENSOR:

CENTRAL PLACE II, L.L.C.
By: JBG/Company Manager II, L.L.C., its
managing member

By: _____

Name: _____

Title: _____

LICENSOR:

CENTRAL PLACE, L.L.C.
By: JBG/Company Manager II, L.L.C., its
managing member

By: _____

Name: _____

Title: _____

[Signatures continue on following page]

LICENSEE:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

County Attorney

Exhibit G

[See attached]

AGREEMENT NO. 415-10

EXHIBIT G- INSURANCE & BONDING REQUIREMENTS

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AGREEMENT NO. 415-10

EXHIBIT G

INSURANCE AND BOND REQUIREMENTS

SURETY REQUIRED

Performance Surety: A fully completed and properly executed original Performance Bond in the amount of 100% of the amount of the Contract Amount will be required of the Contractor to ensure satisfactory completion of the Work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Performance Bond shall be renewable annually in the original amount for the duration of the Contract Term.

Payment Bond: A fully completed and properly executed original Payment Bond in the amount of 100% of the amount of the Contract Amount, conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for performing labor, providing equipment, or providing material in the performance of the Work provided for in the Contract, shall be required of the Contractor. The Bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Payment Bond shall be renewable annually in the original amount for the duration of the Contract Term.

Maintenance Bond: A fully completed and properly executed original Maintenance Bond in the amount of 100% of the amount of the Contract Amount will be required of the Contractor to ensure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of two (2) years. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Maintenance Bond shall be renewable annually in the original amount for the duration of the Contract Term.

Alternate Surety: If approved by the County Attorney, the Contractor may furnish a personal bond, property bond, or bank or saving and loan association's letter of credit on certain designated funds in the face amount required for the bid bond, payment bond or performance bond. Approval shall be granted only upon a determination by the County that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

INSURANCE REQUIREMENTS

See Insurance Checklist for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the completed signed Agreement covering the Work which is entered into between the County and the Contractor.

1. General

- 1.1 The Contractor shall not start Work under this Contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the County; nor shall the Contractor allow any subcontractor to start Work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the County Purchasing Agent of an original, signed certificate of insurance or, alternately, at the County's request, certified copies of the required insurance policies.
- 1.2 The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability Insurance, Business Automobile Liability Insurance, Worker's Compensation and, where appropriate, Errors and Omissions Insurance with the same terms and conditions as specified for the Contractor. The policy limits of the subcontractor's insurance may be adjusted to reflect the scope and complexity of the work being done by the subcontractor. Such adjustment shall in no way serve to lessen the liability of the Contractor under the terms of this contract. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.
- 1.3 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until forty-five (45) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.
- 1.4 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
- 1.5 Arlington County, WMATA, its officers, elected and appointed officials, and employees, agents, and Central Place, LLC, Central Place II, LLC, JGB Properties, Inc. and JBG/Development Group, LLC are to be named as additional insureds under all coverages except Workers' Compensation, Errors and Omissions, and Automobile Liability, and the certificate of insurance, or the

certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract:

"The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."

- 1.6 The Contractor shall add Central Place, LLC, Central Place II, LLC, JGB Properties, Inc. and JBG/Development Group, LLC as an additional insured on the general contractor's liability coverage covering installation of the Chiller for the duration of its construction contract with the County.
- 1.7 The Contractor shall provide insurance as specified in the Insurance Checklist.
- 1.8 The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.
- 1.9 The insurance coverage required shall be in force throughout the Contract Term or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- 1.10 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 1.11 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.

- 1.12 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."
- 1.13 All policy forms must "pay on behalf of" rather than "indemnify" the insured.
- 1.14 Nothing contained in these insurance requirements shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 1.15 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- 1.16 For any claims related to this Project, the Contractor's insurance shall be primary insurance as respects Arlington County and WMATA, their representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County or WMATA shall be excess and noncontributory of the Contractor's insurance.
- 1.17 If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage or self insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor's most recent actuarial report and a copy of its self insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for contract execution,. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted.
- 1.18 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' rating of "A" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described above.
- 1.19 The Contractor must disclose the amount of deductible applicable to the General Liability, Automobile Liability, Errors and Omissions, Intellectual Property, Environmental Coverage, or any other policies. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meets its obligations under a deductible. Thereafter, at its option, the County may require a lower

deductible, or that funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

2. Contractor's Insurance - Occurrence Basis

The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
- v. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this Contract;
- vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement; and
- vii. Explosion, Collapse, or Underground (XCU) hazards.

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate thirty party action over claims, including exclusion for bodily injury to an employee of the insured or employees of the premises owner or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

2.1.4 General Environmental Remediation Projects

2.1.4.1 An environmental remediation Contractor or subcontractor shall be responsible for purchasing and maintaining Business Automobile Liability insurance and Workers' Compensation insurance as described in 2.1.2 and 2.1.3.

2.1.4.2 Acceptance by Arlington County of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance of environmental remediation work under the Contract.

2.1.4.3 The Contractor is responsible for any losses, claims, and costs of any kind, which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies. The limits and coverage requirements may be revised at the option of the Arlington County Risk Manager. The requirements outlined shall in no way be construed to limit or eliminate the liability of the Contractor, which arises from performance of work under the Contract.

2.1.4.4 Contractors Pollution Liability (CPL) Policy
The Contractor shall provide an insurance policy covering the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and or asbestos abatement. The policy should also include coverage for bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental.

Limits shall not be less than \$5,000,000 Per Occurrence

The policy form shall include an extended reporting period of at least three (3) years. WMATA shall be included as an additional insured.

2.1.4.5 Limits must be dedicated to work performed under this contract only, unless prior approval by the Arlington County Risk Manager has been obtained. The policy of insurance shall contain or be endorsed to include the following:

- i. Pollution coverage as respects asbestos, lead, and PCB's for all phases of the remediation process.
- ii. "Covered Operations" designated by the CPL policy must specifically include all work performed under this contract. (This would include and not be limited to excavation, off-site incineration of soils, demolition, asbestos abatement, drum removal and disposal, in-situ vapor extraction, etc.) and exclusions or limitations affecting work performed under this contract must be

deleted. (i.e., lead, asbestos, pollution, testing, underground storage tanks, radioactive matter, etc.)

- iii. Transportation coverage for the hauling of waste from the project site to the final disposal location, as evidenced by the contractor or applicable waste hauler; include non-owned disposal site endorsement with scheduled landfill.
- iv. Contractor must comply with all applicable DOT and EPA requirements.
- v. Premises/Operations.
- vi. Broad form property damage.
- vii. Products/Completed Operations coverage for a minimum of five (5) years after project completion.
- viii. Contractual liability coverage in accordance with ISO policy form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- ix. Cross liability/severability of interest.
- x. The scope of work under this Contract shall be scheduled as "Covered Operations" under this policy.
- xi. Coverage is included on behalf of the insured for covered claims arising out of the actions of independent contractors. If insured is utilizing subcontractors, the CPL policy must use "By or On behalf of" language with regards to coverage.
- xii. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured or employees of the premises owner or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.
- xiii. Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates, policies and endorsements for each subcontractor the contractor intends to use.
- xiv. Policy form must cover clean-up costs, and any and all restrictions must be disclosed to the Arlington County Risk Manager for approval.

- xv. Loading and unloading exclusions must be amended so as to include coverage for mobile equipment and automobiles.

2.1.5 Asbestos and Lead Based Paint Abatement Projects

- 2.1.5.1 An asbestos removal Contractor or subcontractor shall be responsible for purchasing and maintaining Business Automobile Liability insurance and Workers' Compensation insurance as described in 2.1.2 and 2.1.3.
- 2.1.5.2 Any policy of insurance as respects to work to be performed under the Contract and submitted by the Contractor must be written on an occurrence form and shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and subsequent defense and indemnity that would normally be provided by the policy. Claims-made coverage may be acceptable subject to the conditions outlined in section 3.
- 2.1.5.3 Acceptance by Arlington County of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the contractor for performance of Asbestos Abatement work under the contract.
- 2.1.5.4 The Contractor is responsible for any losses, claims and costs of any kind, which exceed the contractor's limits of liability, or which may be outside the coverage scope of the policies. The limits and coverage requirements may be revised at the option of the Arlington County Risk Manager. The requirements outlined shall in no way be construed to limit or eliminate the liability of the contractor that arises from performance of work under the contract.
- 2.1.5.5 Minimum Liability Limits shall be \$1,000,000 Per Occurrence and \$2,000,000 Aggregate. Limits must be dedicated to work performed under this contract only, unless otherwise approved by the Arlington County Risk Manager. The policy shall be written with a minimum annual aggregate combined single limit for Bodily Injury and Property Damage as shown on the Insurance Checklist. This limit can be inclusive of defense costs.
- 2.1.5.6 The policy of insurance shall contain or be endorsed to include the following:
 - i. Coverage for Asbestos/Lead-Based Paint Abatement operations as described in the contract. Specific lead endorsement evidencing this project must be provided, if applicable.
 - ii. Pollution coverage as respects Asbestos/Lead-Based Paint for all phases of the abatement process.

- iii. Transportation coverage for the hauling of ACM/Lead-Based Paint from the project site to the final disposal location, as evidenced by the contractor or applicable waste hauler. Contractor must comply with all applicable D.O.T. regulations.
- iv. Premises/Operations.
- v. Broad Form Property Damage.
- vi. Products/Completed Operations coverage for a minimum of five (5) years after project completion.
- vii. Contractual Liability coverage in accordance with ISO policy form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- viii. Cross Liability. Any "Insured vs. Insured" - type language must be deleted or amended to "Named Insured vs. Named Insured."
- ix. The policy shall not exclude Asbestos/Lead Based Paint bodily injury to employees of Arlington County so long as their designated job duties do not require them to be in the regulated asbestos/lead based paint abatement area.
- x. If the policy or any endorsement contains a provision which limits or eliminates bodily injury or property damage coverage based on final air fiber clearance levels, the policy shall be modified so that it is consistent with the clearing level (FCC) and the appropriate analytical testing protocol contained in the project specifications.
- xi. Personal Injury.
- xii. Independent Contractors.
- xiii. Contractor shall include all subcontractors as insured's under policy or shall furnish separate certificates, policies and endorsements for each subcontractor the contractor intends to use.
- xiv. Hostile fire coverage is to be provided.

2.1.6 Errors and Omissions Insurance- which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract. Such insurance shall be maintained for five (5) years after the final acceptance of the Work by either continuation of the policy every year or if coverage is moved to another carrier, the same prior acts retro date should be continued. If coverage is not renewed, an extended reporting period of five (5) years should be purchased and such coverage should be evidenced on the certificate of insurance. In addition, the Contractor should purchase unintentional errors and omissions and cross liability coverage by endorsement if not already provided.

3. Commercial General or other Liability Insurance - Claims-made Basis

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of five (5) years after final payment for the Contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' Work under this Contract, or
- ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. Builders Risk Insurance

4.1 The Contractor shall purchase and maintain builders risk insurance with a limit equal to the initial contract amount and any amendments to the contract which affect the project cost on a replacement cost basis. Insurance shall be maintained until final payment under the contract has been made or until no person or entity other than the County has an insurable interest in the covered property, whichever is earlier. The builders risk insurance shall include the County, Contractor, subcontractors and sub-subcontractors as named insureds.

4.2 Insurance shall be on an all-risks policy form including the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse, and earthquake. Coverage is to apply for demolition occasioned by enforcement of any applicable legal requirements, and Architect's fees. Coverage for the peril of

flood shall not be required unless otherwise provided in the Contract Documents.

- 4.3 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.
- 4.4 Unless otherwise provided in the contract documents, the builders risk insurance shall cover materials to be incorporated into the project which are stored off the site.
- 4.5 The Contractor shall purchase and maintain Boiler and Machinery insurance, if required by the contract documents or by law, with a limit satisfactory to the County. The Boiler and Machinery insurance shall cover objects during installation and until final acceptance by the County. The County shall be included as a named insured.
- 4.6 Any loss under builders risk insurance shall be payable to the County as fiduciary for the insureds, as their interests may appear, subject to any mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.
- 4.7 The County, as fiduciary, shall have the right to adjust and settle a loss with insurers.
- 4.8 The insurance company providing the builders risk coverage shall grant permission for the County to partially occupy or use the premises under construction prior to final acceptance.

5. Railroad Protective Liability Coverage (RRP)

Issued to WMATA as the Named Insured with minimum limits of \$5,000,000 per occurrence and covering the liability of the Contractor for the work to be performed within fifty (50) feet (on, above, adjacent to or underneath) of WMATA's railroad tracks or within WMATA rail stations for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of the Contractor resulting from performance of this contract work. THE ORIGINAL POLICY SHOULD BE FORWARDED TO WMATA.

WMATA may offer to waive the requirement for the Contractor to procure RRP in exchange for a fee to cover the work under WMATA's blanket RRPL program. Contractor shall be advised of the applicable RRP waiver fee and shall be given the option of either paying the fee or procuring a standalone RRPL policy on WMATA's behalf.

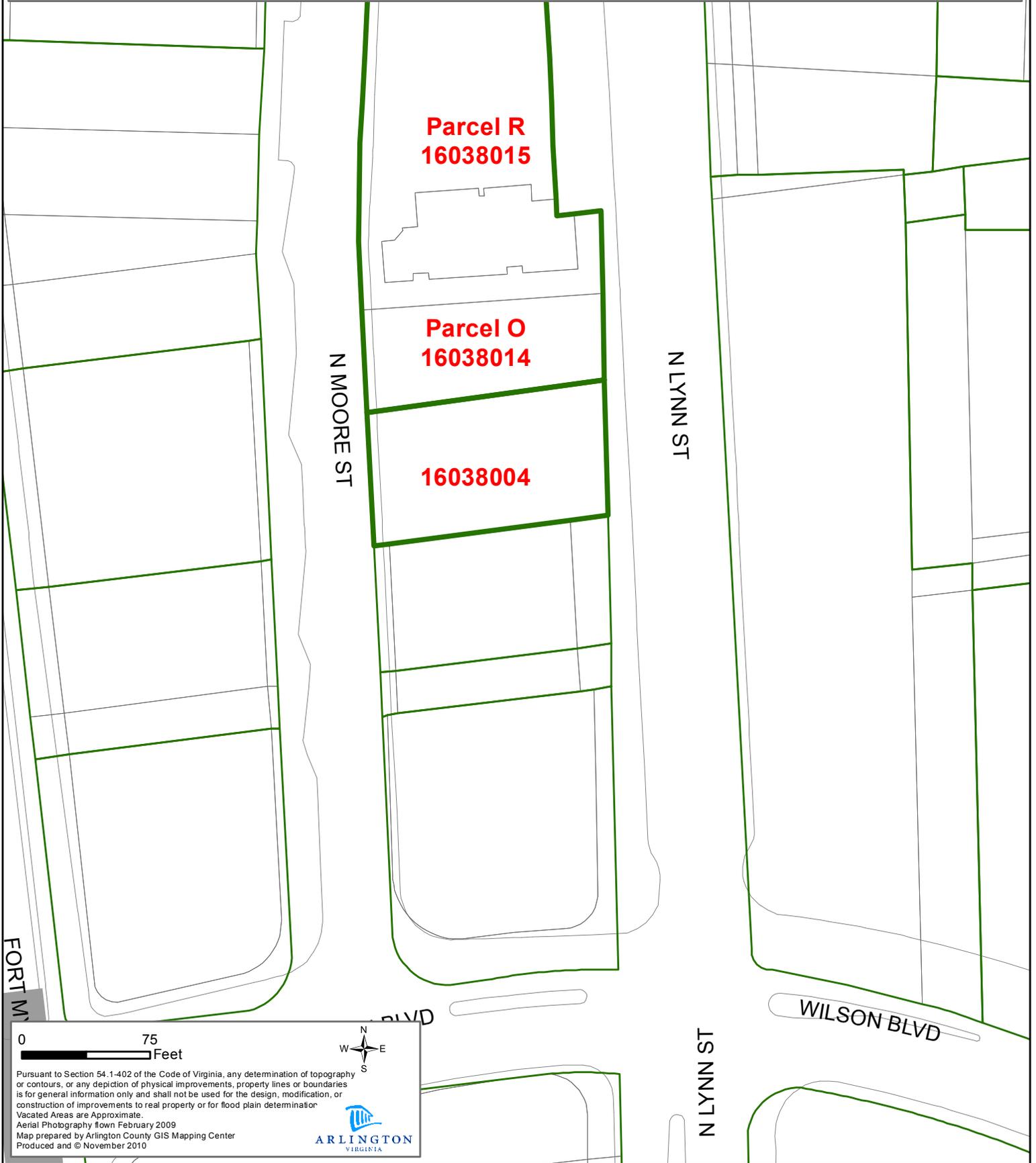
INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

COVERAGES REQUIRED		LIMITS (FIGURES DENOTE MINIMUMS)
X	1 WORKERS' COMPENSATION	STATUTORY LIMITS OF VIRGINIA
X	2 EMPLOYER'S LIABILITY	\$100,000 ACCIDENT, \$100,000 DISEASE, \$500,000 DISEASE POLICY LIMIT
X	3 COMMERCIAL GENERAL LIABILITY (CGL)	\$25,000,000 CSL BI/PD EACH OCCURRENCE, \$25 MILLION ANNUAL AGGREGATE
X	4 PREMISES/OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE MILLION ANNUAL AGGREGATE
X	5 AUTOMOBILE LIABILITY	\$2 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	6 OWNED/HIRED/NON-OWNED VEHICLES	\$2 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
X	7 INDEPENDENT CONTRACTORS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE
X	8 PRODUCTS LIABILITY	\$500,000 CSL BI/PD EACH OCCURRENCE, \$2 MILLION ANNUAL AGGREGATE
X	9 COMPLETED OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE, \$2 MILLION ANNUAL AGGREGATE
X	10 CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$500,000 CSL BI/PD EACH OCCURRENCE
X	11 PERSONAL AND ADVERTISING INJURY LIABILITY	\$1 MILLION EA. OFFENSE, \$1 MILLION ANNUAL AGGREGATE
X	12 UMBRELLA LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY
	13 PER PROJECT AGGREGATE	\$1 MILLION PER OCCURRENCE/CLAIM
X	14 PROFESSIONAL LIABILITY	\$5,000,000 EACH OCCURRENCE/CLAIM
	A ARCHITECTS AND ENGINEERS	\$1 MILLION PER OCCURRENCE/CLAIM
X	B ASBESTOS REMOVAL LIABILITY	\$2 MILLION PER OCCURRENCE/CLAIM
	C MEDICAL MALPRACTICE	\$1 MILLION PER OCCURRENCE/CLAIM
	D MEDICAL PROFESSIONAL LIABILITY	\$1 MILLION PER OCCURRENCE/CLAIM
X	15 MISCELLANEOUS E&O	\$5 MILLION PER OCCURRENCE/CLAIM
	16 MOTOR CARRIER ACT END. (MCS-90)	\$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST
	17 MOTOR CARGO INSURANCE	\$
	18 GARAGE LIABILITY	\$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
	19 GARAGE KEEPERS LIABILITY	\$500,000 COMPREHENSIVE, \$500,000 COLLISION
	20 INLAND MARINE-BAILLIE'S INSURANCE	\$
	21 MOVING AND RIGGING FLOATER	ENDORSEMENT TO CGL
	22 DISHONESTY BOND	\$
X	23 BUILDER'S RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT
X	24 XCU COVERAGE	ENDORSEMENT TO CGL
	25 USL&H	FEDERAL STATUTORY LIMITS
X	26 CARRIER RATING SHALL BE BEST'S RATING OF A VII OR BETTER OR ITS EQUIVALENT	
X	27 NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 45 DAYS PRIOR TO ACTION	
X	28 THE COUNTY AND WMATA AND CENTRAL PLACE, LLC, CENTRAL PLACE II, LLC, JGB PROPERTIES, INC. and JBG/DEVELOPMENT GROUP, LLC SHALL BE AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION AND ERRORS AND OMISSIONS	
X	29 CERTIFICATE OF INSURANCE SHALL SHOW SOLICITATION NUMBER AND TITLE	
X	30 CONTRACTOR'S POLLUTION LEGAL LIABILITY INSURANCE	\$5 MILLION PER OCCURRENCE/CLAIM
X	31 RAILROAD PROTECTIVE LIABILITY INSURANCE	\$5 MILLION PER OCCURRENCE/CLAIM

Vicinity Map Central Place

Parcel O (RPC# 16038014), Parcel R (RPC# 16038015),
and RPC# 16038004



0 75 Feet



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Vacated Areas are Approximate.
Aerial Photography flown February 2009
Map prepared by Arlington County GIS Mapping Center
Produced and © November 2010



Vicinity Map Central Place

Parcel O (RPC# 16038014), Parcel R (RPC# 16038015),
and RPC# 16038004



0 200 Feet



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