



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of December 10, 2011

**DATE:** November 18, 2011

**SUBJECT:** Approval of a Deed of Lease between Culpepper Garden I, Incorporated, Landlord, and The County Board of Arlington County, Virginia, Tenant, Concerning a Portion of a Building at Culpepper Garden, 4435 N. Pershing Drive, Arlington, Virginia (RPC No. 20-024-238)

#### C. M. RECOMMENDATIONS:

1. Approve the attached Deed of Lease between Culpepper Garden I, Incorporated, Landlord, and The County Board of Arlington County, Virginia, Tenant, concerning a Portion of a Building at Culpepper Garden, 4435 N. Pershing Drive, Arlington, Virginia (RPC No. 20-024-238).
2. Authorize the Real Estate Bureau Chief or his designee, to execute, on behalf of the County Board, the Deed of Lease, subject to approval as to form by the County Attorney.

**ISSUES:** Approval and execution of the Deed of Lease, attached hereto as Exhibit A (“Lease”), will allow the County to continue to occupy the leased premises on the ground floor of Culpepper Garden at 4435 N. Pershing Drive. There are no outstanding issues.

**SUMMARY:** The County currently occupies the leased premises on ground floor of the Culpepper Garden Apartments for the operation by the Department of Parks, Recreation and Cultural Resources (DPRCR) staff of the senior center (“Senior Center”) under an existing lease that will expire on December 31, 2011. Following County Board approval and execution of the new Lease, the County may continue to occupy the Senior Center located at 4435 N. Pershing Drive for another 5 year term. Vicinity Maps are attached hereto as Attachment 1.

**BACKGROUND:** Since 1975, the County has been leasing space on the ground floor at Culpepper Garden at 4435 N. Pershing Drive for operation of the Senior Center. Most recently, on December 20, 2000, the County and Culpepper Garden I, Incorporated entered into a Lease Agreement (“Prior Lease”), pursuant to which the County leased 8,240 square feet of space and

County Manager:

*BMD/mjs*

County Attorney:

*BAC*      *AKL*

Staff: Betsy Herbst, DES, Real Estate Bureau

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was permitted the right to jointly use an additional 1,711 square feet of space, on the ground floor of the building within which was located a retirement housing facility, for the purpose of operating the Senior Center and other programs, for the benefit of the general public and the building residents. At the end of the five year term, the County exercised its one option to renew the Prior Lease for an additional five-year term, commencing on January 1, 2007 and expiring on December 31, 2011, under the same terms and conditions.

**DISCUSSION:** DPRCR has been operating a senior center recreational facility on the ground floor of Culpepper Garden Apartments since August, 1975. The center offers a variety of recreational programs and activities for members of the community age 55 and over. Some of the programs offered at the Senior Center include fitness, the arts (music, dance and painting), wellness, recreation, learning/educational opportunities, computer classes, brain health, socials and other activities of interest to the senior community. The programs are utilized by members of the public as well as residents of the Culpepper Garden facility.

Under the Prior Lease, there are no further options to renew, so the County and Culpepper Garden have negotiated the terms of a new lease, subject to approval by the County Board. Some of the pertinent provisions of the new Lease are as follows:

- The initial term of the Lease will begin on January 1, 2012 and will expire at midnight on December 31, 2016 (“Expiration Date”).
- At the end of the initial term, the County will have one option to renew the Lease for an additional five year term, under the same terms and conditions.
- The County will pay initial annual rent of \$71,140.88, payable in quarterly installments of \$17,785.22, for rental of the Leased Premises and Joint Use Area. This is the same annual and quarterly rent that the County is currently paying under the terms of the Prior Lease. Under the new Lease, rent payments shall be made in advance; the first payment beginning on January 1, 2012, with subsequent payments due on or before the 1<sup>st</sup> day of the month every three months thereafter until the Expiration Date.
- The rent shall be increased each calendar year on the first day of January, by two and one-half percent (2.5%) of the prior years’ rent. This percentage is on the low end of the current market rate increase. Under the Prior Lease, annual rent increases were based on the changes to the Consumer Price Index (CPI), which created uncertainty as to the amount of future rent increases, making budgeting more difficult. As the County’s older leases come up for renewal, staff has been negotiating a modest fixed rate of rent increase in lieu of using the CPI to determine the increase.
- The Landlord, at its sole cost and expense, is required to pay the utilities and real estate taxes, maintain the exterior and common areas, and provide pest control, elevator service, trash and recyclable material removal, and limited custodial and cleaning services.

**FISCAL IMPACT:** The annual rent (\$71,141) for the leased space in Culpepper Gardens is included in the adopted FY 2012 budget.

**CONCLUSION:** It is recommended that the County Board approve the new Lease, attached hereto as Exhibit A, and authorize the Real Estate Bureau Chief, or his designee to execute, on behalf of the County Board, the Lease, subject to approval as to form by the County Attorney.

# DEED OF LEASE

BETWEEN

CULPEPPER GARDEN I, INCORPORATED

AND

THE COUNTY BOARD OF  
ARLINGTON COUNTY, VIRGINIA

Location:

Culpepper Garden Apartments  
4435 North Pershing Drive  
Arlington, Virginia 22203

## DEED OF LEASE

This Deed of Lease (the "Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between **CULPEPPER GARDEN I, INCORPORATED**, a Virginia corporation (hereinafter referred to as "Landlord" or "Culpepper Garden"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (hereinafter referred to as "Tenant" or "County"). The Parties are jointly referred to herein as the "Parties".

### RECITALS

WHEREAS, Landlord is the owner of that certain property located at 4435 N. Pershing Drive, Arlington, Virginia, 22203, RPC #20-024-238, and further described as Parcel A, Resubdivision of Parcel A, Culpepper Garden, Arlington Virginia (the "Property"), upon which Property is located a retirement housing facility (the "Building");

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement dated December 20, 2000, for 8,240 square feet of rentable space in the Building, along with the right to jointly use 1,711 square feet of space, that will expire on December 31, 2011;

WHEREAS, Landlord desires to lease a portion of the Building to Tenant, together with the right to use a certain Joint Use Area, as defined hereinafter, for the purposes provided in this Lease.

### WITNESSETH:

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

1. SPECIFIC PROVISIONS{ TC "1. SPECIFIC PROVISIONS" \f C \l "1" }

1.1 GRANT OF LEASE; LEASED PREMISES. { TC "1.1 PREMISES" \f C \l "2" }

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, approximately 8,240 square feet in the basement of the Building, designated as Rooms One (1) through Four (4), inclusive, Hobby Rooms One (1) and Two (2), the Auditorium, offices and closets therein, all of which are depicted on a floor plan attached hereto as "Exhibit A" ("Leased Premises"), which is hereby made a part of this Lease, together with the right to jointly use with Landlord, on a non-exclusive basis, approximately 1,711 square feet designated as "Joint Use Area", depicted on the floor plan.

1.2 TERM/COMMENCEMENT.{ TC "1.2 LEASE DATES" \f C \l "2" }

{ TC "(a) Lease Term" \f C \l "3" }The initial term of this Lease shall commence on January 1, 2012 (the "Commencement Date"), and shall expire at 12:00 midnight on December 31, 2016 (the "Initial Term"), unless sooner terminated or extended in accordance with the provisions of this Lease.

1.3 RIGHT TO RENEW{ TC "38. OPTIONS TO EXTEND AND RENEW" \f C \l "1" }

(a) Renewal Term.{ TC "38.1 Renewal Term" \f C \l "2" } So long as Tenant is not in default under the terms of this Lease beyond any applicable notice and cure period, the

Tenant has the right to renew this Lease for one additional five (5) year period, beginning on the expiration of the Initial Term (the renewal period shall hereinafter be referred to as the "Renewal Term"), upon Tenant giving to Landlord a written notice of Tenant's intention to renew at least ninety days (90) days prior to the expiration of the Initial Term. The Renewal Term shall automatically commence on the day following the Initial Term expiration date in effect immediately prior to such Renewal Term, and all the terms and conditions of the Lease shall continue to apply during the Renewal Term, as if the Initial Term had originally included such Renewal Term. The Initial Term and the Renewal Term are collectively referred to hereinafter as the "Term." The date the Term ends is referred to as "Expiration Date."

#### 1.4 TENANT'S HOLDOVER

{ TC "14. TENANT'S HOLDOVER" \f C \l "1" } { TC "14.1 With Landlord Consent" \f C \l "2" } If Tenant continues to remain in the Leased Premises after the expiration of the Initial Term (without Tenant having exercised its right to renew this Lease) or after the Renewal Term, then Tenant shall become a tenant from month-to-month, commencing said monthly tenancy with the first day next following the end of the Initial Term or the Renewal Term, as applicable. All other terms and conditions of this Lease shall apply to any holdover period(s). In the event of such a holdover, Tenant shall give to Landlord at least thirty (30) days written notice of any intention to quit the Leased Premises. Landlord shall give to Tenant thirty (30) days prior written notice for Tenant to quit the Leased Premises.

#### 1.5 STANDARD SENIOR CENTER OPERATING DAYS AND HOURS { TC "1.7 STANDARD BUILDING OPERATING DAYS AND HOURS" \f C \l "2" }

The standard Senior Center operating days and hours, are as follows: 8:30 a.m. to 4:30 p.m. Monday – Saturday, and additional evening hours as scheduled by Tenant with Landlord (exclusive of legal public holidays recognized as work holidays by the Arlington County government). The standard Senior Center operating days and hours may be changed from time to time by Tenant upon written notice to Landlord, as provided in Section 1.7. Notwithstanding the foregoing, nothing in this section shall be deemed to impose an obligation upon Tenant to remain open and operating at any time.

#### 1.6 USE OF LEASED PREMISES { TC "1.8 USE OF PREMISES" \f C \l "2" }

(a) Senior Center. Tenant shall have use of the exclusive Leased Premises eight (8) hours per day, six (6) days a week for the operation of a Senior Center, and for other programs and purposes, for the benefit of the residents of the Building and the general public, collectively called "Program Activities". Landlord may request use of the Leased Premises from Tenant when the Leased Premises is not being used by Tenant during the above referenced (8) eight hours per day period as well as afterhours. At Tenant's option, Tenant may allow Landlord to use the Leased Premises.

(b) Joint Use Areas. The areas designated on the floor plan (Exhibit A to this Lease) as "Joint Use Areas", including the Janitor Closet, the hallway, and the Men's and Women's restrooms, shall be used jointly by the Parties, with the primary maintenance and responsibility as set forth in Section 4 herein.

#### 1.7 NOTICES { TC "1.9 NOTICES" \f C \l "2" }

(a) Addresses for notices to Tenant{ TC "(a) Address for Notices to Tenant" \f C \l "3" }, before and after the Commencement Date:

County Manager  
Arlington County, VA  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201

with a required copy to: Real Estate Bureau Chief  
Arlington County, VA  
Department of Environmental Services  
Real Estate Bureau  
2100 Clarendon Boulevard, Suite 800  
Arlington, Virginia 22201

with a required copy to: Department Director  
Arlington County, VA  
Department of Parks, Recreation & Community Resources  
2100 Clarendon Boulevard, Suite 414  
Arlington, Virginia 22201

with a required copy to: Office of Senior Adult Programs  
Arlington County, Virginia  
Attn: Program Manager  
300 N. Park Drive  
Arlington, Virginia 22203

(b) Address for notices to Landlord{ TC "(b) Address for Notices to Landlord " \f C \l "3" }:

Executive Director  
Culpepper Garden  
4435 North Pershing Drive  
Arlington, VA 22203-2701

(c) Addresses for Notices{ TC "24.1 Addresses for Notices" \f C \l "2" }. All notices required or desired to be given hereunder by either party to the other shall be in writing and personally delivered or given by overnight express delivery service or by certified or registered mail (delivery and/or postage charges prepaid) and addressed as specified in Section 1.7(a) or (b). Either party may, by written notice, designate a new address to which notices shall be directed.

(d) Effective Date of Notice{ TC "24.2 Effective Date of Notice" \f C \l "2" }. Notices personally delivered shall be deemed effective upon delivery; notices sent by certified or registered mail shall be deemed effective upon the earlier of (i) the date of receipt or rejection by the addressee, or (ii) three (3) days following the date of mailing (excluding Sundays and holidays on which mail is not delivered by the United States Postal Service). Notwithstanding the foregoing, any notice pertaining to a change of address of a party shall be deemed effective only upon receipt or rejection by the party to whom such notice is sent.

## 2. GENERAL PROVISIONS.

2.1 Rent. Tenant agrees to pay Landlord annual rent of \$71,140.88, payable in quarterly installments of \$17,785.22, for rental of the Leased Premises and Joint Use Area. Rent payments shall be made in advance; the first payment beginning on January 1, 2012, with subsequent payments due on or before the 1<sup>st</sup> day of the month every three months thereafter until the Expiration Date. The rent shall increase each calendar year, on the first day of January, by two and one-half percent (2.5%) of the prior years' rent. In the event of a holdover period, Tenant shall not be relieved of the obligation to pay rent.

2.2 Real Estate Taxes. Landlord shall be responsible for payment of all real estate taxes for the Property, including the Leased Premises.

3. TENANT OBLIGATIONS.{ TC "3. LANDLORD'S CONSTRUCTION OBLIGATIONS"\f C \l "1" }

3.1 Upkeep of Leased Premises. Tenant shall be responsible to keep the Leased Premises and the fixtures and equipment therein in a clean condition and will cause no waste or injury thereto. Tenant will not use or permit the Leased Premises or any part thereof to be used for any purposes that unreasonably interfere with the use and enjoyment of the residents of the Building. Tenant will not do, or permit anything to be done in the Leased Premises or on the Property, which the Tenant is advised in writing by Landlord will increase the normal, customary rate of fire or other insurance on the Property, or conflict with fire laws or regulations, ordinary, usual and customary insurance restrictions, or with ordinary, usual and customary insurance policies upon said Property or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate government authority. Tenant agrees not to hinder the Landlord, its agents or employees in performing its obligations under the Lease.

3.2 Alterations and Alteration Requirements. Except as permitted in Sections 5.3 and 5.4 hereof, Tenant will not, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed: i) make any structural alterations; ii) install any equipment of any kind or nature which will or may necessitate any changes, replacements or additions to the water, plumbing, heating, air-conditioning or electrical systems serving the Leased Premises; or iii) modify or interfere with the heating, ventilating and air-conditioning systems.

3.3 Notice of Defects and Damage. Tenant agrees to give Landlord notice of any defects or damage apparent and known to Tenant within the Leased Premises and to allow Landlord access to the Leased Premises at any reasonable time for purposes of inspection, maintenance and repair. Failure by Tenant to give such notice shall not relieve Landlord of its independent obligations under this Lease and its obligations otherwise imposed by Landlord by law. The exercise of Landlord's rights under this paragraph shall not adversely affect Tenant's use of the Leased Premises, or any portion thereof. If in exercising its rights under this paragraph, the Leased Premises, or a portion thereof becomes unusable, and Tenant ceases to use the Leased Premises or any portion thereof, as a result of such interference, then the Tenant shall be entitled to a proportionate abatement of Rent until Tenant can once again use the Leased Premises, or portion thereof, if applicable. The Landlord will not be responsible for any defects or damage caused solely by Tenant.

3.4 Condition of Leased Premises Upon Surrender{ TC "6.10 Tenant Maintenance and Condition of Demised Premises Upon Surrender" \f C \l "2" }. At all times during the Term, Tenant will suffer no waste, injury, or damage to the Leased Premises, and Tenant will, at the expiration or other termination of the Term, surrender and deliver up the Leased Premises and any Alterations

thereto in good order and repair, free of any damage caused solely by Tenant, and in the condition delivered to Tenant on the Commencement Date, ordinary wear and tear excepted, subject to the provisions of Section 7, damage by casualty excepted. Landlord will not be responsible for any damage caused solely by Tenant.

#### 4. LANDLORD OBLIGATIONS.

4.1 Utilities. Landlord, at its sole cost and expense, is responsible for directly contracting with and paying, in Landlord's own name, electrical, gas, and water/sewer utility providers for connection and ongoing service fees to supply the Leased Premises with electrical, gas and water/sewer service.

4.2 Heat, Ventilation and HVAC. During the Senior Center operating hours set forth in Section 1.5, Landlord shall maintain the temperature in the Leased Premises and Joint Use Area between 70 to 74 degrees, inclusive, from October 15 through April 14, and between 70 to 76 degrees, inclusive, from April 15 through October 14.

4.3 Elevator Service. Landlord, at its sole cost and expense, shall provide elevator service for the Program Activities at all times, except for necessary repairs, maintenance or inspections, which may require a temporary interruption in operations of the elevators from time to time.

4.4 Maintenance and Repair. Landlord, at its sole cost and expense, shall maintain, repair and replace in the Leased Premises and Joint Use Areas all electrical, mechanical, plumbing, and safety systems, windows, doors, walls and wall coverings, floor, floor coverings, ceilings and venetian blinds, and all lighting fixtures, including the replacement of light bulbs, provided such repair or replacement is not necessitated as a result of damage caused solely by Tenant, normal wear and tear excepted. To the extent the repair or replacement is necessitated as a result of damage caused solely by Tenant, Tenant will reimburse Landlord for the reasonable cost, verified by receipts, of the repair or replacement. Upon Tenant's request, Landlord shall replace the carpeting/flooring in the Leased Premises and Joint Use Area, if necessary due to significant staining, soiling, leakage or flooding not a result of Tenant's actions. At least twice a year, Landlord shall wash the inside and outside glass of all windows in the Leased Premises and Joint Use Area. Upon Tenant notifying Landlord of the need for touch-up painting in the Leased Premises or Joint Use Area, Landlord shall perform such work at Landlord's sole cost. Landlord's work to fulfill its maintenance and repair obligations in this Lease shall be commenced and completed as soon as possible after notification to Landlord by Tenant using quality materials and good workmanship, in accordance with all applicable laws, codes, ordinances, rules and regulations. Any temporary repair made by Landlord shall be reported by Landlord to the Tenant as being a temporary repair, and Landlord agrees to provide Tenant with a written schedule for the permanent repair and do the work in accordance with the schedule. Landlord agrees to track the status of all maintenance, repair and replacement requests and report monthly to the Tenant on all open and completed requests. Landlord and Tenant agree that, for all maintenance, repair and replacement requests, Tenant shall use the Work Order system utilized by the Landlord and activated through the front desk on the main level of Culpepper Garden, a copy of which Work Order is attached hereto as Exhibit B. Except for emergencies, Landlord will give Tenant at least three (3) days prior written notice of the commencement of any work, which work may affect or interrupt utilities or other services furnished by the Landlord to the Leased Premises and Joint Use Area.

4.5 Cleaning Joint Use Area. Landlord, at its sole cost and expense, shall clean the Joint Use Area, as needed, but at least twice a day, by 9 a.m. and 4 p.m., excluding holidays and weekends.

Landlord agrees to clean the Joint Use Area as needed on holidays and weekends. No items will be stored for any period of time in the Joint Use Area, except in closets.

4.6 Pest Control. Landlord, at its sole cost and expense, shall have the Leased Premises and Joint Use Area inspected for evidence of pest infestation on a monthly basis by a licensed pest control company. If the inspection reveals the presence of pests, then Landlord, at Landlord's sole cost and expense, shall have the Leased Premises and Joint Use Area treated as necessary. If pest control treatments prove to be inadequate or ineffective, or if Tenant reports the presence of pests to Landlord, then at Tenant's request, within three (3) business days, Landlord, at Landlord's sole cost and expense, shall perform pest control treatments as necessary to control and eliminate the infestation.

4.7 Trash Removal and Recycling. Landlord shall, at its sole cost and expense, remove trash and recyclable materials from the Property, as needed, but in no event less than three times a week. All trash shall be placed in dumpsters; all recyclable materials shall be placed in appropriate marked containers. Landlord covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of the federal, state, county, municipal and local governments, departments, commissions, agencies and boards regarding the collection, sorting, separation and recycling of trash.

4.8 Sidewalks, Parking Areas, Driveways and Other Common Areas. Landlord, at its sole cost and expense, shall maintain, repair and replace, as needed, all sidewalks, parking areas, driveways, landscaping and other common areas on the Property, including removal of snow and ice, which shall be removed as soon as possible but within twenty-four hours on Monday through Friday, and during Program Activities in the Leased Premises. Landlord shall consult with Tenant when conditions prevent timely removal. In no event shall ice and snow remain on sidewalks, parking areas and driveways for more than 24 hours after the cessation of such snow fall or freezing. Landlord shall keep sidewalks, parking areas, driveways and other common areas free and clear of trash and debris.

4.9 Custodial Service. Landlord shall provide, at Landlord's sole cost and expense, up to ten (10) hours per month of custodial time, on weekdays between the hours of 8 a.m. and 4:30 p.m., to the Tenant at Tenant's request, for the setup and breakdown of tables, chairs and other equipment, and for cleaning in the Leased Premises. Except for emergencies, Tenant shall provide at least twenty-four hours notice to Landlord's of Tenant's need for custodial time. Landlord may bill the Tenant for custodial time, requested in writing by Tenant for hours exceeding 10 hours per month at the rate of \$20.00 per hour, billable in quarterly hour increments. The Landlord's statement to Tenant shall describe the work performed, dates, and the times to complete the work.

## 5. USE AND UPKEEP OF LEASED PREMISES{ TC "6. USE AND UPKEEP OF PREMISES" \f C \l "1" }

5.1 Use{ TC "6.1 Use" \f C \l "2" }. Tenant is entitled to use and occupy the Leased Premises, and the Joint Use Area, for one or more of the purposes specified in Section 1.6. The Tenant shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, ordinances and regulations, including, but not limited to, the ADA, and smoking regulations during use of the Leased Premises. Landlord shall use and occupy the remainder of the Property and shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, or ordinances and regulations,

including but not limited to, the ADA, and smoking regulations. Any material variation or deviation from the specific use expressly set forth in Section 1.6 shall be deemed a default of this Lease.

5.2 Illegal and Prohibited Uses{ TC "6.2 Illegal and Prohibited Uses" \f C \l "2" }. Neither the Landlord or the Tenant will use or permit the Leased Premises or any part of Culpepper Garden to be used for any unlawful or extra hazardous purpose, including the manufacture of anything therein.

5.3 Alterations{ TC "6.4 Alterations" \f C \l "2" }.

(a) Alterations Permitted{ TC "(a) Approval Required" \f C \l "3" }. Tenant may make any non-structural or cosmetic alterations, changes, replacements, repairs, additions or improvements in or to the Leased Premises or any part thereof, and install systems furniture, fixtures and equipment, including storage closets and cabinets in the Leased Premises to conduct its business without the prior written consent of Landlord ("Permitted Alterations"). Such Permitted Alterations shall be at the sole cost of the Tenant. The furniture, fixtures and equipment shall remain the property of the Tenant provided Tenant removes it before the expiration or earlier termination of this Lease. Tenant will repair, or at Tenant's option, promptly reimburse Landlord for the reasonable cost to repair any damage done to the Leased Premises in the removal of the furniture, fixtures and equipment.

(b) Alteration Requirements{ TC "(b) Alteration Requirements" \f C \l "3" }. Tenant's Permitted Alterations may be done by independent duly qualified, licensed and bonded contractors or by the County's Facilities Management Bureau, at Tenant's discretion, in accordance with all applicable laws, codes, ordinances, rules and regulations, and Tenant shall obtain at its cost any required permits, licenses, registrations, notices, or inspections for performance of its work. Notwithstanding any other term or condition hereof to the contrary, Tenant may perform Permitted Alterations, by hiring any contractor selected by Tenant to perform such Alterations pursuant to the applicable provisions of the Virginia Public Procurement Act and the Arlington County Purchasing Resolution, so long as such contractor is licensed and insured in the Commonwealth of Virginia, evidence of which must be provided to Landlord prior to work commencing.

(c) Compliance with Laws{ TC "(d) Compliance with Laws" \f C \l "3" }. Landlord represents and warrants that, on the Commencement Date, the Leased Premises shall be in compliance with or shall be made to comply with the requirements of ADA. As used in this Section 6, "ADA" shall mean the Americans with Disabilities Act of 1991, 42 U.S.C. § 12.101 et seq., as amended, and all regulations applicable thereto promulgated as of the date hereof (collectively, "ADA"). Landlord shall maintain barrier-free accessibility to the Leased Premises and Joint Use Area.

In the event that during the Term either Landlord or Tenant shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance (including but not limited to the ADA), to repair, alter, remove, reconstruct, or improve any part of the Leased Premises or of the Building, then the Parties agree to comply with such requirements and each party shall permit the other party to perform such repairs, alterations, removals, reconstructions, or improvements. Any such repairs, alterations, removals, reconstructions or improvements shall be performed by Landlord in such a manner and at such times so as to minimize any interference to Tenant's use and occupancy of the Leased Premises.

Within ten (10) days after receipt, Landlord shall advise Tenant in writing, and provide the Tenant with copies of (as applicable), (i) any notices alleging violation of any law, code or ordinance (including the ADA) relating to any portion of the Leased Premises, including the Joint Use Area, (ii) any claims made or threatened in writing regarding noncompliance with any law, code or ordinance and relating to any portion of the Leased Premises, including the Joint Use Area, or (iii) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with any law, code or ordinance and relating to any portion of the Leased Premises, including the Joint Use Area. No such order or decree or the compliance required therewith shall have any effect whatsoever on the obligations or covenants of Tenant herein contained so long as Landlord promptly corrects any non-compliance pursuant to the terms of this Section 6.5(d).

Notwithstanding any other term or condition to the contrary contained in this Lease, Landlord and Tenant shall be responsible for compliance with any requirements of any board of fire underwriters or similar body relating to areas of the Leased Premises, the Joint Use Area or the Building, or any other law, rule, statute, regulation or ordinance of any governmental agency or body having jurisdiction over the Building (collectively, "Laws"). Both Parties hereby covenant and agree to maintain the Joint Use Area in compliance with all applicable Laws, including but not limited to ADA.

5.4 Tenant Property{ TC "6.11 Tenant Property and Leasehold Improvements" \f C \l "2" }. Wherever the phrase "Tenant's Property" is used in this Lease, it shall refer to the personal property owned by Tenant and located within the Leased Premises or the Joint Use Area, unless the context clearly requires otherwise. Except as otherwise provided by Section 3, maintenance and repair of Tenant's Property within or related to the Leased Premises and the Joint Use Area shall be the sole responsibility of Tenant.

5.5 Landlord's Right to Perform Tenant's Duties{ TC "6.12 Landlord's Right to Perform Tenant's Duties" \f C \l "2" }. If repairs required to be made by Tenant pursuant to this Lease become necessary by reason of Tenant's failure to maintain the Leased Premises in good order and condition and in compliance with all applicable laws, orders and regulations, and such failure constitutes a health and/or safety hazard, upon at least ten (10) days prior written notice, then Landlord may, but shall not be obligated to, make such repairs at Tenant's expense. Within thirty (30) days after Landlord renders a bill for the reasonable costs of said repairs, Tenant shall reimburse Landlord for such reasonable costs.

5.6 Tenant's Right to Perform Landlord's Duties{ TC "6.12 Landlord's Right to Perform Tenant's Duties" \f C \l "2" }. If repairs required to be made by Landlord pursuant to this Lease become necessary by reason of Landlord's failure to maintain the Leased Premises and Joint Use Area in good order and condition and in compliance with all applicable laws, orders and regulations, and such failure constitutes a health and/or safety hazard, upon at least ten (10) days prior written notice, then Tenant may, but shall not be obligated to, make such repairs at Landlord's expense. Within thirty (30) days after Tenant renders a bill for the reasonable costs of said repairs, Landlord shall reimburse Tenant for such reasonable costs.

## 6. LIABILITY{ TC "8. LIABILITY" \f C \l "1" }

6.1 Tenant's Property{ TC "8.1 Tenant's Property" \f C \l "2" }. Subject to the terms of Section 6.2, Tenant shall assume all risks to Tenant's Property and Alterations in the Leased Premises, and the Landlord, and its Directors, respective agents and employees shall not be liable for

any damage to Tenant's Property and Alterations unless caused, in whole or in part, by the gross negligence or willful misconduct of Landlord.

6.2 Tenant Insurance{ TC "8.5 Tenant Insurance" \f C \l "2" }.

(a) Liability Insurance. During the Term, Tenant at its sole cost shall maintain commercial general liability insurance and shall further maintain comprehensive automobile liability insurance covering automobiles owned by Tenant. Landlord shall be named as additional insured on purchased insurance policies required by this Lease, except for Worker's Compensation and automobile liability insurance. All purchased insurance shall insure Landlord with coverage no less in coverage than that necessary to meet Tenant's obligations outlined in provisions set forth in Sections 6.1 and elsewhere in this Lease.

(b) Property Insurance{ TC "(b) Fire and Casualty Insurance" \f C \l "3" }. During the Term, Tenant at its cost shall maintain fire and extended coverage insurance on all Tenant's Property and any Alterations or Permitted Alterations, and all other contents of the Leased Premises in an amount sufficient so that no coinsurance penalty will be applied in case of loss.

(c) Policy Requirements{ TC "(d) Policy Requirements" \f C \l "3" }. All insurance required under this Lease (including insurance required to be carried by Landlord pursuant to Section 6.3 below) shall be issued by insurance companies authorized to do business in the jurisdiction where the Building is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best's Key Rating Guide".

(d) Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby mutually waive and release their respective rights of recovery against each other for any loss of its property capable of being insured against by fire and extended coverage insurance or any insurance policy providing property damage coverage, whether carried or not. Each party shall apply to its insurer to obtain said waiver and obtain any special endorsement, if required by its insurer to evidence compliance with the aforementioned waiver, and shall bear the cost therefore. Landlord acknowledges that, as of the date of this Lease, Tenant may have a deductible for property insurance, and that such deductible amount is reasonable in light of Tenant's size, status, and applicable market conditions.

(e) Business Interruption{ TC "(g) Business Interruption" \f C \l "3" }. Neither party, nor their employees, shall have any liability or responsibility for any loss, cost, damage or expense arising out of or due to any interruption of business (regardless of the cause therefore), increased or additional cost of operation of other costs or expenses, whether similar or dissimilar, which are capable of being insured against under business interruption insurance, whether or not carried by such party.

(f) Self-Insurance{ TC "(h) Self-Insurance" \f C \l "3" }. Notwithstanding anything to the contrary, in order to comply with Section 6.2 or other provisions of this Lease requiring Tenant to provide insurance coverage, Tenant shall have the right to self-insure as to all or any portion of the insurance coverage or coverages which would otherwise have been required by a third party insurance carrier.

6.3 Landlord's Insurance{ TC "8.7 Landlord's Insurance" \f C \l "2" }. Landlord shall maintain, during the Term of this Lease, property and commercial general liability insurance

covering the Building, Joint Use Area, and Leased Premises for all risks. The property insurance shall include fire and extended coverage insurance, covering all structures and improvements. The commercial general liability insurance shall insure against claims for bodily injury and property damage occurring in or about the Building, and shall provide total coverage of types and amounts commensurate with the insurance coverages maintained for comparable properties. Such insurance may be blanketed with other insurance carried by Landlord so long as such blanketing with other insurance does not reduce the amount of insurance available to pay any claim with respect to the Building. Tenant, its officers, elected and appointed officials, and employees are to be named as additional insureds under all coverages maintained by Landlord hereunder except Workers' Compensation, Professional Liability, and Automobile Liability, and the certificate of insurance, or the certified policy must so state. Coverage afforded under this Section 6.3 shall be primary as respects the Tenant, its elected and appointed officials, agents and employees. The following definition of the term "Tenant" applies to all policies issued under the Lease:

“The County Board of Arlington County, Virginia 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 corporate 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.”

All insurance policies required of both Parties hereunder shall be endorsed to include the following provision: “It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia.” Parties shall provide each other with appropriate certificates of insurance evidencing the coverages required by this Section 6.3 within thirty (30) days after the date of this Lease and thereafter on an annual basis during the Term.

7. DAMAGE{ TC "9. DAMAGE" \f C \l "1" }

7.1 Fire or Casualty Damage{ TC "9.2 Fire or Casualty Damage" \f C \l "2" }. In the event of damage or destruction of the Leased Premises or a portion thereof by fire or any other casualty, then, except as otherwise provided in Section 7.2, this Lease shall not be terminated, but the Building, including demising partitions and doors, shall be promptly and fully repaired and restored as the case may be by Landlord at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Restoration by Landlord shall not include replacement of Tenant's Property or Alterations performed by Tenant. Tenant shall, at its expense, repair, restore and replace Tenant's Property and all Alterations performed by Tenant. Tenant's restoration, replacement and repair work shall comply with Section 5.3 hereof and Tenant shall maintain adequate insurance on all such replacements, restoration and property pursuant to Section 6.2. It is agreed that in any of the aforesaid events, this Lease shall continue in full force and effect.

7.2 Untenantability{ TC "9.3 Untenantability" \f C \l "2" }.

(a) Restoration Requirements{ TC "(a) Restoration Requirements" \f C \l "3" }.

(i) If the Leased Premises are substantially or totally destroyed by fire or other casualty so as to be entirely untenable, and if Landlord's independent architect determines that the restoration of the Leased Premises cannot be completed within one hundred eighty (180) days after the date of the fire or other casualty, then Landlord shall have the unconditional right to cancel this Lease in its sole discretion. If Landlord elects not to cancel this Lease, then Landlord's independent architect shall determine and notify Tenant in writing, within sixty (60) days following the fire or other casualty, of the date by which the Leased Premises can be restored by Landlord in accordance with the provisions of Section 7.1. If the date determined by Landlord's independent architect for completion of restoration of the Leased Premises is more than one hundred eighty (180) days after such fire or other casualty, then Tenant shall have the right, to be exercised by giving written notice to Landlord within ten (10) days following receipt of such notice from Landlord, to cancel and terminate this Lease. If the date by which Landlord's independent architect determines it can complete restoration of the Leased Premises as herein provided is less than one hundred eighty (180) days following such fire or other casualty, or Tenant fails to terminate this Lease as herein provided following notification from Landlord that completion of restoration will require more than one hundred eighty (180) days, then this Lease shall remain in full force and effect and Landlord shall commence restoration of the Leased Premises and the Building to the extent of Landlord's obligations as described in Section 7.1. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, for Landlord to reasonably be able to determine the time necessary for completion of the restoration and for other such delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Any delays as a result of the foregoing shall operate to postpone Landlord's obligation to complete restoration of the Building and Leased Premises by one day for each day of any such delay. Tenant shall commence any restoration to be performed by Tenant as required in Section 7.1 and Tenant shall reoccupy the Leased Premises when restored.

(ii) No compensation, or claim, will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from any fire or other casualty suffered by Tenant or the necessity of repairing or restoring the Leased Premises or any portion of the Building.

(b) Casualty Near Expiration of Term, Extension or Renewal TC "(b) Casualty Near Expiration of Lease Term, Extension or Renewal" \fC \l "3" }. In addition to any other right of Landlord or Tenant to terminate this Lease pursuant to the provisions of this Section 7, if the Leased Premises are damaged in whole or in material part by fire or other casualty during the last three (3) months of the Term or extension or renewal thereof, then Landlord or Tenant, upon ten (10) days prior written notice to the other given within sixty (60) days of the date of the fire or casualty, may terminate this Lease; provided, however, Tenant shall have no right to terminate this Lease hereunder if prior to receipt of Tenant's notice Landlord has commenced to repair or restore the Leased Premises. Notwithstanding the foregoing, if a termination of this Lease by Landlord as aforesaid as a result of damage to the Leased Premises, then Tenant shall endeavor to vacate the Leased Premises pursuant to a reasonable schedule under all the relevant circumstances and any occupancy of undamaged portions of the Leased Premises by Tenant after the effective date of termination shall be considered to be a consensual holdover under the terms of this Lease so long as Tenant continues to diligently endeavor to vacate such undamaged portions of the Leased Premises.

8. DEFAULTS AND REMEDIES{ TC "12. DEFAULTS AND REMEDIES" \f C \l "1" }

8.1 Default{ TC "12.1 Default" \f C \l "2" }. If any one or more of the following events occur, said event shall be deemed a "Default" of this Lease:

(a) Tenant's failure to perform or observe any material term, material covenant or material condition of this Lease, and such failure continues for a period of thirty (30) days after Tenant's receipt of a written notice of default from Landlord, or such longer period if such default cannot be cured within such thirty (30) day period, so long as Tenant commences to cure the default within such thirty (30) day period and, so long as, Tenant diligently pursues the cure of such default;

(b) Any event expressly designated or deemed a default elsewhere in this Lease after the expiration of any applicable notice and cure period that remains uncured at the applicable time;

(c) Tenant's committing waste to the Leased Premises, and Tenant fails to cure such waste for the period of thirty (30) days after written notice from Landlord to Tenant;

(d) Any material breach of an obligation of Landlord or right of Tenant that is conditioned on no default having occurred under the Lease or conditioned upon Tenant not being then in default, and the default continues after the expiration of all applicable notice and cure periods and remains uncured at the applicable time. No inference contrary to the foregoing sentence shall be made from the express use of the phrase "beyond any applicable notice and cure period" or words of similar effect in some instances and not in others.

8.2 Remedies{ TC "12.2 Remedies" \f C \l "2" }. In each and every such event set forth in Section 8.1 above, from the date of such Default and at all times thereafter, at the option of Landlord, Tenant's right of possession shall thereupon cease and terminate. With the exception of "self-help" and other non-judicial remedies, Landlord shall be entitled to all rights and remedies now or later allowed at law or in equity, all of which shall be cumulative to the extent that the exercise of any one or more rights or remedies shall not be deemed to constitute a waiver of the Landlord's right to exercise any one or more other rights and remedies herein provided or provided at law or in equity. Landlord shall be entitled to obtain possession of the Leased Premises, whether or not Landlord elects to terminate this Lease, by any process of law.

9. RENT ABATEMENT

If any interruption of utilities or services to be performed by Landlord under the terms of this Lease due to the negligence of Landlord, its agents or employees, and not due to a general utility or service interruption beyond Landlord's control, shall continue for more than two (2) consecutive days and shall render any portion of the Leased premises or the Joint Use Area unusable for its intended use, and if Tenant does not in fact use or occupy such portion of the Leased Premises, then the rent payable hereunder with respect to such portion of the Leased Premises which Tenant does not in fact use or occupy shall be abated retroactively to the first day of such interruption. Such abatement shall continue until full use of such portion of the Leased premises is restored to Tenant. Provided that if such interruption continues for more than thirty (30) consecutive days and affects more than fifty percent (50%) of the Leased Premises, Tenant shall have the right to terminate the Lease upon written notice to Landlord. Thereupon, this Lease shall terminate and expire on the date set forth in such notice, which date shall not be more than ninety (90) days after the date of such notice. Tenant must provide Landlord with written notice of such interruptions by the method(s) and at the address(es) provided in Section 1.7 herein. Notwithstanding the requirements of Section 1.7 herein,

and in lieu thereof, Tenant may also notify Landlord of utility or service interruptions by email to Landlord's Director of Plant Operations within 24 hours of the beginning of the interruption.

10. RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES{ TC "21. RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES" \f C \l "1" }

Landlord and Tenant will exercise good judgment with regard to Hazardous Substances, and not use or store anything other than those cleaning solvents, pesticides, lubricants and like in amounts typically used in commercial office and residential buildings, and then only as permitted under applicable Environmental Laws.

11. QUIET ENJOYMENT{ TC "16. QUIET ENJOYMENT" \f C \l "1" }

So long as Tenant shall observe and perform the material covenants and agreements binding on Tenant hereunder, Tenant shall at all times during the Term, peacefully and quietly have and enjoy possession and use of the portion of the Leased Premises leased to it without any encumbrance or hindrance by, from or through Landlord, except as provided for elsewhere under this Lease. Nothing in this Section 11 shall prevent Landlord from performing alterations, improvements or repairs on other portions of the Building not leased to Tenant, nor shall performance of alterations, improvements or repairs by Landlord, be construed as a breach of this covenant by Landlord, so long as same do not interfere with Tenant's access to and use of the Leased Premises and the Joint Use Area.

12. AUTHORITY{ TC "20. AUTHORITY" \f C \l "1" }

Landlord and Tenant hereby covenant each for itself that it has the full right, power and authority to enter into this Lease upon the terms and conditions herein set forth and shall provide evidence of such authority pursuant to Section 24 hereof.

13. SPECIAL PROVISIONS; EXHIBITS{tc \l "26. SPECIAL PROVISIONS; EXHIBITS}

13.1 Incorporation in Lease{ TC "26.1 Incorporation in Lease" \f C \l "2" }. It is agreed and understood that the Recitals and all special provisions and Exhibits attached hereto, form an integral part of this Lease and are hereby incorporated by reference.

13.2 Conflicts{ TC "26.2 Conflicts" \f C \l "2" }. If there is a conflict between a specific provision and the Exhibits or General Provisions of this Lease, the specific provision shall govern. If there is a conflict between the Exhibits and the General Provisions, the Exhibits shall govern.

14. CAPTIONS{ TC "27. CAPTIONS" \f C \l "1" }

All section and paragraph captions herein are for the convenience of the Parties only, and neither limit nor amplify the provisions of this Lease.

15. FORCE MAJEURE{ TC "31. FORCE MAJEURE" \f C \l "1" }

If Landlord or Tenant is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, labor dispute, inability to procure materials or any cause beyond Landlord's or Tenant's reasonable control (whether similar or dissimilar to the foregoing named events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay or prevention.

16. BROKERS{ TC "34. BROKERS" \f C \l "1" }

Landlord and Tenant represent and warrant that neither retained any broker, agent or real estate salesperson with respect to carrying out negotiations or any other dealings related to this Lease.

17. RELATIONSHIP OF THE PARTIES{ TC "35. RELATIONSHIP OF LANDLORD AND TENANT" \f C \l "1" }

Nothing in this Lease shall be interpreted or construed as creating any partnership, joint venture, agency or any other relationship between the Parties, other than that of Landlord and Tenant.

18. APPROPRIATION OF FUNDS

{ TC "40. APPROPRIATION OF FUNDS" \f C \l "1" } Notwithstanding any other term or condition of this Lease, all of Tenant's obligations under this Lease are subject to appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying the payment and performance of such obligations. If funds are not appropriated at the beginning of any Tenant's fiscal year for the specific purpose of satisfying the obligations of the Tenant under this Lease, then this Lease shall become null and void and shall terminate on the last day of the Tenant's fiscal year for which appropriations were received for such purpose, without any termination fee or other liability whatsoever to the Tenant. If funds for the Tenant's obligations under this Lease are not appropriated, then the Tenant shall vacate the Leased Premises prior to the beginning of the Tenant's next fiscal year.

It is agreed by both of the Parties that, notwithstanding any provision in this Lease to the contrary, this clause shall supersede any and all obligations imposed by any other provision of this Lease or the Exhibits hereto. No subsequent Amendment of this Lease shall compromise the full legal implication of this Section between the Parties or their respective successors or assigns.

19. ROLE OF THE TENANT/TENANT DECISIONS; NO WAIVER{ TC "41. ROLE OF THE TENANT/TENANT DECISIONS; NO WAIVER" \f C \l "1" }

Landlord hereby acknowledges that Tenant has entered into this Lease in its role as tenant under the Lease and not as a governing authority. Accordingly, the Tenant's execution of this Lease shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, including without limitation, for the construction and occupancy of the Leased Premises, or for any other governmental approval or consent required to be obtained by Landlord. Whenever in this Lease, Tenant is required to join in, consent, give its approval, or otherwise act under this Lease, it is understood that such obligations are meant to apply to the Tenant acting in its capacity as a tenant and not in its capacity as a governing authority. Further, Landlord hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by Tenant pursuant to this Lease, whether or not specifically contemplated hereunder, may be taken by the County Manager or by another Arlington County official or body pursuant to any means, mechanism or process as determined by Arlington County in its sole discretion, and Landlord shall have no right to question or challenge the propriety, authority or legality of any such Arlington County official or body, or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder on behalf of Tenant. Notwithstanding the foregoing, nothing in this Lease shall be construed to waive any of Tenant's powers, rights or obligations as a governing authority or local governing body,

whether or not affecting the Building or Leased Premises, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or other fees, or any other power, right or obligation whatsoever.

20. NO WAIVER OF SOVEREIGN IMMUNITY BY TENANT{ TC "42. NOWAIVEROF SOVEREIGN IMMUNITY BY TENANT" \f C \l "1" }

Notwithstanding any other provisions of this Lease to the contrary, nothing in this Lease nor any action taken by Tenant pursuant to this Lease nor any document which arises out of this Lease shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Tenant, or of its elected and appointed officials, officers and employees.

21. NO RIGHTS IN THIRD PARTIES{ TC "43. NO RIGHTS IN THIRD PARTIES" \f C \l "1" }

Landlord and Tenant mutually agree that no provision of this Lease shall create in the public, or in any person or entity other than those signing this Lease 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 Lease or otherwise.

22. NO INDEMNIFICATION OR HOLD HARMLESS{ TC "44. NO INDEMNIFICATION OR HOLD HARMLESS" \f C \l "1" }

Notwithstanding any other term or provision of this Lease to the contrary, Tenant shall have no obligation to explicitly or implicitly indemnify or hold harmless the Landlord or any third party or Parties from any liability whatsoever. Notwithstanding any other term or provision of this Lease to the contrary, Landlord shall have no obligation to explicitly or implicitly indemnify or hold harmless the Tenant or any third party or parties from any liability whatsoever.

23. REASONABLENESS OF THE PARTIES; STANDARD OF CONSENT{ TC "46. REASONABLENESS OF LANDLORD AND TENANT" \f C \l "1" }

Provided Tenant is not then in default beyond the applicable notice and cure period of any of the terms or conditions of this Lease, except to the extent provided elsewhere in this Lease, whenever Landlord's consent or approval is required hereunder, it shall not be unreasonably withheld, conditioned or delayed. Provided Landlord is not then in default beyond the applicable notice and cure period of any of the terms or conditions of this Lease, whenever Tenant's consent or approval is required hereunder, it shall not be unreasonably withheld, conditioned or delayed.

24. ENTIRE AGREEMENT; MODIFICATION{ TC "28. ENTIRE AGREEMENT; MODIFICATION" \f C \l "1" }

This Lease and all Exhibits, incorporated herein by reference, are intended by the Parties as a final expression of their agreement and a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the Parties having been incorporated herein. This Lease can be modified only by a writing signed by both Parties. The Lease and Exhibits may not be amended, modified, changed or terminated in whole or in part, in any manner other than by an agreement in writing approved by The County Board of Arlington County, Virginia, and duly signed by all properly authorized individuals of all Parties to this Lease. The language of this Lease shall in all cases be construed as a whole and according to its fair meaning, and not strictly for or against

either Landlord or Tenant. The interpretation or construction of this Lease shall be unaffected by any argument or claim, whether or not justified, that this Lease has been prepared, wholly or in substantial part, by or on behalf of Tenant. Any consent or approval required or desired of Landlord, or any decision under this Lease committed to the discretion of Landlord hereunder, shall not be unreasonably withheld, delayed, conditioned or exercised by Landlord unless the provision of this Lease requiring such consent or approval, or decision under this Lease committed to the discretion of Landlord, expressly states otherwise.

25. GOVERNING LAW; PROPER FORUM; SEVERABILITY{ TC "29. GOVERNING LAW; PROPER FORUM; SEVERABILITY" \f C \l "1" }

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The Parties hereto agree that all disputes arising hereunder shall be brought in the Circuit Court of Arlington County, Virginia, which shall be the proper forum for any dispute arising hereunder, and in no other courts. The unenforceability, invalidity, or illegality of any provision herein shall not render any other provision herein unenforceable, invalid, or illegal.

26. APPROVAL AND EXECUTION OF LEASE BY THE TENANT{ TC "45. APPROVAL OF LEASE BY TENANT" \f C \l "1" }

This Lease shall not become effective unless and until the County Board approves this Lease and it is executed on behalf of the Tenant.

Upon the execution and delivery by Landlord of a Lease that is acceptable to the County Manager, the Manager shall use reasonable efforts to promptly obtain the approval of the County Board to the Lease consistent with the County process for the review and submission of documents for consideration. If this Lease is not approved by the County Board within ninety (90) days after receipt of the Lease executed by the Landlord, then no liability whatsoever shall accrue to the Landlord or Tenant and the Parties shall have no obligations whatsoever to each other.

27. RECORDATION

After the execution of this Lease, a short form Memorandum of Deed of Lease may be recorded by Tenant, at its sole cost and expense in the Land Records for Arlington County, Virginia.

28. SUBORDINATION

If the Landlord refinances any existing deeds of trust and/or other security interests on the Property, so long as the lienholder agrees to assume all of the Landlord's duties and obligations, Tenant shall, at Landlord's request, execute and deliver to Landlord any requisite or appropriate certificate, subordination agreement or other document that may be reasonably requested by Landlord or any other party requiring such certificate, subordination agreement or document, subordinating this Lease to the renewal, modification, consolidations, replacement or extension thereof. In addition, Landlord shall execute a non-disturbance and attornment agreement in favor of Tenant, agreeing to permit this Lease to remain in full force and effect so long as Tenant is not in default.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed by their duly authorized representatives and delivered as their act and deed, intended to be legally bound by its terms and provisions.

WITNESS:

LANDLORD: CULPEPPER GARDEN I,  
INCORPORATED, a Virginia corporation

\_\_\_\_\_  
Name:

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESS:

TENANT: THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA, a body corporate

\_\_\_\_\_  
Name:

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney



**EXHIBIT B**

**Culpepper Garden Work Order**

REAC

**WO#:**            **Date:**            **Time:**            **Entered by:**  
**Area:** Office            **Resident:**  
**Requested by:**                            **Charge? N**    **Amount:** 50.00  
**Location:**                            **Item:**  
**Problem**

SAMPLE WORK ORDER

**Date Completed:** \_\_\_\_\_  
**Resident name:** \_\_\_\_\_ **Date:** \_\_\_\_\_