



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of April 21, 2012

DATE: March 14, 2012

SUBJECT: Approval of Open-Air Market License Agreements between the County Board of Arlington County, Virginia, as Licensor, and the Following Entities as Licensees: i) Clarendon Alliance, Inc. on property located at Clarendon Central Park (RPC No. 19-001-001); ii) Columbia Pike Revitalization Organization, Inc. on property located at 2820 Columbia Pike (RPC No. 32-005-004); iii) Ballston Business Improvement Corporation (two License Agreements) on property located at Ballston Welburn Square (RPC No. 14-050-031 and -009), and iv) The Civitan Club of Arlington Virginia, Inc. in a Garage Structure located within the I-66 Right-of-Way between N. Quincy Street and N. Stafford Street (no RPC No.), Arlington County, Virginia.

C. M. RECOMMENDATIONS:

A. Approve: Five Open-Air Market License Agreements between the County Board of Arlington County, Virginia, as Licensor, and the Following Entities as Licensees: i) Clarendon Alliance, Inc. on property located at Clarendon Central Park (RPC #19-001-001); ii) Columbia Pike Revitalization Organization, Inc. on property located at 2820 Columbia Pike (RPC # 32-005-004); iii) Ballston Business Improvement Corporation (two License Agreements) on property located at Ballston Welburn Square (RPC# 14-050-031 and -009), and iv) The Civitan Club of Arlington Virginia, Inc. in a Garage Structure located within the I-66 Right-of-Way between N. Quincy Street and N. Stafford Street (no RPC No.), Arlington County, Virginia.

B. Authorize the Real Estate Bureau Chief, or his designee, to execute on behalf of the County Board, the License Agreements, subject to approval of such Agreements as to form by the County Attorney.

ISSUES: As part of the License approval process for existing open-air markets in the County, the County Board is being requested to approve the attached Open-Air Market License Agreements ("Licenses") for existing open-air markets on property which the County owns or has an easement interest. There are no outstanding issues related to this Board item.

County Manager:

County Attorney:

23.

Staff: Betsy Herbst – DES, Real Estate Bureau

SUMMARY: Following County Board approval and execution of the License Agreements, the open-air markets will continue to use the properties on specified days and times of the year, and pay a license fee for a term of one year which began on April 1, 2012. The License Agreements are automatically renewable, upon payment of the annual fee, for additional one year terms, until the License Agreement is terminated by one of the parties upon giving 30 days written notice to the other party.

BACKGROUND: For the last several years, open-air markets, operated by various organizations within the County, have been approved through the County’s Special Events permitting process. On June 11, 2011, the County Board adopted a text amendment to the Zoning Ordinance that defined “open-air markets”, and required a special exception use permit in certain zoning districts. It was recommended, at that time, to bring all the existing open-air markets into conformance under the special exception use permit process on the County Board’s motion.

Special exception use permits for the eight existing open-air markets were approved at the County Board’s January 24, 2012 meeting. Because the use permits for the existing markets have already been approved, and many of the spring markets begin operation in April, the license term of each agreement began on April 1, 2012. The license term automatically renews for successive one year terms beginning April 1st each year, if the special use permit remain in effect.

Two of the markets, which are the subject of this Board Report, propose to use portions of County streets or rights-of-way for the markets. Right-of-way permits will be required for these portions of the markets to be located in the right-of-way.

There are several markets, which are not the subject of this Board Report, currently operating within the County that do not require license agreements. For example, the Rosslyn Farmers’ Market and the Crystal City Farmers’ Market operate on private property without public use easements. In addition, the Courthouse Farmers’ Market is currently being operated by a County department, so no license agreement is necessary.

DISCUSSION: In addition to special use permits and right-of-way permits, the open-air markets that operate on County owned property or within County public use easements also require real property license agreements to allow the use of the real property. The markets have generally operated smoothly, mostly on a seasonal basis, without objection by the surrounding neighborhoods.

The existing open-air markets that require real property license agreements are listed below. The proposed Licensed Agreements are designated as Exhibits A through E of this Board Report. The corresponding Vicinity Maps are attached to this Report as Attachments 1, 2, 3, 4, 5 and 6:

Market	Licensee	Location
Clarendon Farmers’ Market	Clarendon Alliance, Inc. (Exhibit A-License Agreement)	Clarendon Central Park near Metro escalator (Attachment 1)
Columbia Pike	Columbia Pike Revitalization	2820 Columbia Pike

Farmers' Market	Organization, Inc. (Exhibit B-License Agreement)	(Attachment 2)
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Ballston Farmers' Market	Ballston Business Improvement Corporation (Exhibit C-License Agreement)	Ballston Welburn Square (Attachment 3)
Ballston Arts and Crafts Market	Ballston Business Improvement Corporation (Exhibit D-License Agreement)	Ballston Welburn Square (Attachment 4)
Civitans Flea Market	The Civitan Club of Arlington, Virginia, Inc. (Exhibit E-License Agreement)	I-66 Garage adjacent to Washington-Lee High School (Attachments 5 & 6)

A. The Clarendon Farmers' Market, operated by the Clarendon Alliance, occurs on Wednesdays from May through October from 3 p.m. to 7 p.m., and is located at the east end of Clarendon Central Park. It is located in the Clarendon-Courthouse Civic Association area (see Vicinity Map Attachment 1).

B. The Columbia Pike Farmers' Market, operated by the Columbia Pike Revitalization Organization, occurs on Sundays from 9 a.m. to 1 p.m. year-round. It is located at Pike Park, in front of the Rite Aid in the Columbia Heights Civic Association area, and is adjacent to the Douglas Park, Penrose, and Arlington Heights Civic Association (see Vicinity Map Attachment 2).

C. The Ballston Farmers' Market, operated by the Ballston BID, occurs on Thursdays from May through October from 3 p.m. to 7 p.m., and is located in Welburn Square, a privately-owned park with a public use and access easement. The market is located in the Ballston-Virginia Square Civic Association area (see Vicinity Map Attachment 3).

D. The Ballston Arts and Crafts Market, also operated by the Ballston BID, occurs one Saturday each month from April through October from 10 a.m. to 4 p.m., and is also located in Welburn Square (see Vicinity Map Attachment 4).

E. The Civitan Market, operated by The Civitan Club of Northern Virginia, Inc., occurs on the first Saturday of the month, from April through November from 7 a.m. to 1 p.m. in the parking garage over Interstate 66 (see Vicinity Map Attachments 5 & 6). This market, in existence since 1986, is located in the Cherrydale and Ballston-Virginia Square Civic Association areas on the I-66 parking garage deck. The market is currently operating under an Agreement, dated March 5, 1994, between the Civitans and the County Board. This Agreement is being updated to incorporate current requirements and to standardize the license terms to be consistent with the license agreements for other open-air markets.

The proposed License Agreements for the existing open-air markets are attached hereto as Exhibits A, B, C, D and E. Some of the pertinent provisions of the proposed Licenses are as follows:

- The Licensees will be permitted to operate open-air markets on County owned property or County public use easements during specified months of the year on specified days and hours of the week;
- The term of the Licenses will be for a period of one (1) year, with automatic renewal for successive one (1) year terms, unless sooner terminated or extended as provided therein;
- The County or the Licensee may terminate the License, without cause and without penalty, by providing thirty (30) days, prior written notice of such termination to the other party;
- The Licensees are required to pay to the County the amount of \$200.00 per year for use of the Licensed Premises and to cover the County's administrative costs for the Licenses;
- The Licensees are required to have all sellers and vendors obtain the applicable permits for use of the Licensed Premises, and for the sale and/or serving of food and beverages;
- In the event of an emergency, the County may require immediate removal of the market displays;
- The Licensee is required to remove all trash and debris from the Licensed Premises and to maintain the area in a clean, safe and sanitary condition;
- The Licensees are required to maintain a commercial general liability insurance policy, including the County as an additional insured.
- The Licensees are required to work with the surrounding neighborhoods and the County regarding appropriate signage, permissible parking locations and noise restrictions.

FISCAL IMPACT: Annual license fees are collected from licensees and budgeted in a DES Lease Revenue Account (101.333500.42003).

**OPEN AIR MARKET
LICENSE AGREEMENT**

THIS OPEN AIR MARKET LICENSE AGREEMENT ("License") is entered into this _____ of _____, 20 ____, by THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Licensor") and CLARENDON ALLIANCE, INC., a duly authorized corporation organized under the laws of the Commonwealth of Virginia ("Licensee"). Hereinafter, Licensor and Licensee are sometimes jointly referred to as the "Parties" or individually as the "Party".

RECITALS:

WHEREAS, the Licensor is the owner of property known as RPC# 19-001-001 ("Property"), located adjacent to Wilson Boulevard, N. Highland Street and Clarendon Boulevard, in Arlington County, Virginia, by virtue of a Deed dated July 6, 1979, and recorded in Deed Book 1991, Page 1416 among the Arlington County land records, subject to certain easements reserved therein to Washington Metropolitan Area Transportation Authority; and

WHEREAS, the use of the Property by the Licensee, consistent with this License, for operation of an open air market, is the subject of Use Permit Application No. U-3316-11-1, on file in the Arlington County Department of Community Planning, Housing and Development, Zoning Administration Office ("Special Use Permit"); and

WHEREAS, the Licensee desires to use a portion of the property owned by Licensor for the purpose of operating an open air farmers' market for the benefit of the community and the public at large; and

WHEREAS, the County, as Licensor, desires to permit Licensee to use an area suitable for the open air market, under the terms and conditions set forth in this License.

WITNESSETH:

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

1. Licensed Premises. Licensor hereby grants to Licensee the right and license to use, upon the terms hereinafter provided, the area more particularly described in Exhibit A attached hereto ("Licensed Premises"), which Licensed Premises is located upon and within the Property. This License is nonexclusive and does not permit restriction of the rights of the public for pedestrian passage to and through the Licensed Premises. The Licensee accepts use of the Licensed Premises in its "AS IS" condition.

2. Permitted Uses.

A. Licensee is permitted by this License to use the Licensed Premises solely for the use and operation of an open air market ("Market"), as defined in Section 4.A.5.g. of the Arlington County Zoning Ordinance ("Zoning Ordinance"), for the benefit and use of the community and public at large, intermittently each Wednesday during the months of March through December, and during the hours of 2 p.m. and 7 p.m., each day ("Market Time Period"). Licensor further grants to Licensee the nonexclusive right of pedestrian ingress and egress over and across the Property and Licensed Premises, and vehicular ingress and egress only at the locations indicated

on Exhibit A, in order to place, set up, secure, operate and maintain the Market and associated displays, during the Term (as hereinafter defined) of this License. The Market is an event at which groups of individual sellers offer goods, new or used, for sale to the public and may include the sale of food, non-alcoholic beverages and other associated promotional activities ("Permitted Uses").

B. The Licensee may place, or permit the placement of, goods and products, including furniture, on benches and tables, inside small tents, inside portable kiosks, inside or beside small trucks or panel trucks (all having a registered gross weight of 7500 lbs. or less) ("Market Displays") in the Licensed Premises. The Licensee may place up to thirty (30) sellers and exhibitors in the Licensed Premises for operation of their Market Displays. The Licensee shall require that all sellers and exhibitors placing Market Displays in the Licensed Premises shall comply with all applicable provisions of this License, which requirements shall not relieve the Licensee of its independent obligation to comply with this License.

C. Licensee shall, in its performance of the Permitted Uses, comply with all applicable federal, state and local laws, rules, orders, ordinances and regulations, including, but not limited to, requiring all sellers to obtain the applicable and required permits for sellers' use and sale of food and non-alcoholic beverages. The Licensee and all individual sellers, at all times, shall comply, without limitation, with the applicable provisions of Chapter 9.2, the Arlington County Food and Food Handling Code. The Licensee also agrees to comply with the rules and regulations listed on the attached document, entitled "Exhibit B - Rules of Operation and Compliance" ("Rules"), which Rules are a part of this License and incorporated herein by reference.

D. Any use of the Licensed Premises other than the use specifically provided herein shall not be permitted, except by prior written agreement between the Licensor and Licensee, which agreement must be authorized by the County Board of Arlington County, Virginia.

3. Term and Payments. The term of this License shall begin on the date that this License is executed on behalf of the Licensor ("License Commencement Date"), and shall continue for a period of one (1) year, on the dates and at the times, stated in Section 2 above ("Initial Term"), unless sooner terminated or extended hereunder or as provided by law. Beginning on April 1, 2012, and the first day of April each year thereafter for any Renewal Term as hereinafter defined, Licensee shall pay to the Licensor the sum of Two Hundred dollars (\$200.00) for the use of the Licensed Premises ("License Fee"). The License Fee shall be paid annually, either by wire transfer, automated clearing house, or by check. The manner and address of such payment may from time to time be modified by written notice from the Licensor to Licensee, without demand, deduction, setoff or counterclaim, except as hereinafter specifically provided. If Licensor shall at any time or times accept payment after such payment becomes due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute, or be construed as a waiver of any or all of the Licensor's rights hereunder. If payment is not timely made, then this License shall be automatically revoked without further action of Licensor, and Licensee, for itself, its sellers and exhibitors, agrees to immediately cease use of the Licensed Premises.

4. Right to Renew. So long as this License has not terminated, or the Licensee is not in default under the terms of the License beyond any applicable notice and cure period and, subject to the termination provisions in Section 6 herein, this License shall be automatically renewed for successive one (1) year terms. Each renewal period shall hereinafter be referred to as the "Renewal Term". The Initial Term and any Renewal Term are collectively referred to hereafter as the "Term".

5. Prohibited Uses. Licensee shall neither itself, nor permit others to: (i) include as part of the Market any outdoor displays associated with motor vehicle dealerships; (ii) sell alcohol within the Licensed Premises; (iii) store, or allow others to store, overnight any equipment, goods, products, storage containers, furniture or tents, on the Property or Licensed Premises for events occurring on consecutive days; (iv) install within the Licensed Premises any permanent improvements or fixtures, or construct any permanent structure including, but not limited to, buildings or fences; (v) park, or permit others to park, within the Property or Licensed Premises, the following types of vehicles as defined in Virginia Code §46.2-100: automobile or water craft transporters, camping trailers, mobile homes, motor homes, school buses, semi-trailers, tractor trucks and trailers; (vi) park, or permit others to park, buses within the Property or Licensed Premises; (vii) park or permit others to park motor vehicles on the Property or Licensed Premises which vehicles are leaking gas, oil, refrigerants or any hazardous materials; or (viii) perform any motor vehicle maintenance or repair work in the Property or Licensed Premises.

6. Termination.

A. Notwithstanding anything herein to the contrary, the Licensor and Licensee each have the right to terminate this License at any time, without cause and without penalty, by providing five (5) days, prior written notice of such termination to the non-terminating party. If Licensee fails to terminate its use of the Licensed Premises and to vacate all areas of the Licensed Premises on the termination of this License, then Licensee shall be deemed a trespasser. Thereafter, Licensor may immediately remove Licensee and Licensee's (and others) property from the Licensed Premises, at Licensee's sole risk and expense. Notwithstanding any provision in this License to the contrary, the Licensor has the unilateral right to temporarily or permanently close the Licensed Premises in the interest of public health, safety and welfare, without liability of the Licensor to the Licensee or to others.

B. This License shall automatically terminate upon: (i) the failure of Licensee to timely pay the License Fee or all applicable taxes; (ii) the expiration or non-renewal of the Special Use Permit, any applicable zoning, special use or special event permit; or (iii) the violation of any applicable federal, state or local health, safety and welfare laws, rules, orders, ordinances and regulations.

C. Promptly upon the termination of this License for any reason, at the end of any required notice period, and promptly by 7 p.m. on each Wednesday, as the case may be, Licensee, at its sole expense, shall remove all Market Displays from the Licensed Premises and restore the Licensed Premises to a condition equal to that which existed immediately prior to the commencement of each Market day. If Licensee has not removed all Market Displays from the Licensed Premises by 8 p.m. on each Wednesday, or upon the expiration of this License, or at the end of any notice period, then the Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the

Licensed Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

D. Any use of the Licensed Premises other than the use specifically provided herein shall not be permitted, except by prior written agreement between the Licensor and Licensee, which agreement must be authorized by the County Board of Arlington County, Virginia.

7. Emergency - Risk or Hazard to the Public Health, Safety or Welfare. Notwithstanding any provision herein to the contrary, if, at any time, Licensor, including without limitation police, fire, building or health officials, determines, in their sole discretion, that the existence of the Market on the Licensed Premises poses a risk or hazard to the public health, safety or welfare, or is immediately needed for parking, then the Licensee shall, upon receipt of written notice from Licensor, or in the event of a weather or other type of emergency, upon verbal notice by police, fire or other emergency officials, immediately remove the Market Displays, at Licensee's sole expense. If Licensee has not removed the Market Displays within one (1) hour after Licensor's notice has been deemed given, or within one (1) hour after receipt of Licensor's notice, in case of an emergency as determined by the Licensor, then Licensor may terminate this License without liability whatsoever to Licensor. Thereafter, Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the Licensed Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

8. Removal of Trash and Debris from the Licensed Premises. Licensee shall continuously remove all trash and debris, and shall clean up all spills of all substances from the Licensed Premises during each Market Time Period. Licensee, at all times, shall maintain the Licensed Premises in a clean, safe and sanitary condition, and shall not cause any waste or injury thereto. At the end of each Market time period, the Licensee shall remove all trash, debris and recycle materials from the Licensed Premises and Property or place trash, debris or recycle materials in containers designated by Licensor, as required in Exhibit B – Rules of Operation and Compliance.

9. Damage or Loss. Licensee, and not the Licensor, shall be solely responsible for any damage to, or loss of, any and all personal property in the Market and in the Market Displays within the Licensed Premises.

10. No Liability, Indemnification.

A. All personal property of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, and guests in and on the Licensed Premises, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. The Licensor shall not be liable to any such person or entity for any loss, damage, stolen or destroyed personal property. In addition, the Licensor shall not be liable for any personal injury or bodily injury to the above described persons and entities. The Licensee hereby agrees to defend, indemnify and hold harmless the Licensor and its elected and appointed officials, officers, employees, contractors and agents from any liability, cost and expenses for personal injury and for property damage including, without limitation, lost, stolen, damaged or destroyed personal property.

B. Licensee acknowledges that Licensor, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, whether special,

consequential or punitive damages, as a result of any claim relating to this License or Licensee's use of the Licensed Premises.

C. Licensee hereby agrees to defend, indemnify and hold harmless Licensor, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property; which occurs in any part of the Licensed Premises and is caused by negligence or willful misconduct of Licensee, its agents, contractors, employees, customers, and invitees. The indemnification in this section shall survive the expiration or termination of this License.

11. Insurance.

A. Licensee, at its sole cost and expense, shall obtain and maintain a policy of commercial general liability insurance from an insurance carrier satisfactory to the Licensor, providing coverage for claims arising from, or in connection with, the exercise of the use and permissions granted hereunder to Licensee, for personal injury, death, property damage or loss suffered by any person or entity, with a minimum coverage of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance coverage shall protect the persons and entities indemnified under Section 10 of this License from liability. Licensee shall maintain such insurance coverage in full force and effect continuously at all times throughout the Term and for one (1) year thereafter. The insurance policy and policy limits shall neither operate as a limit of Licensee's liability to the Licensor under this License, nor as a limit of Licensee's duty of indemnification hereunder.

B. Prior to the Effective Date of this License, and at the beginning of each year thereafter throughout the Term and for one (1) year thereafter, Licensee shall furnish the Licensor with certificates of insurance indicating that the insurance is prepaid for a one year policy period, that it insures all activities contemplated under this License, and that it contains a thirty (30) day notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage except in the event of nonpayment of premium in which case such notice provision shall be ten (10) days. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any insured party under the policy. No provision contained in this License shall act as a waiver of any rights of subrogation of the insurance company which is the primary insurer for the Licensor. C. The insurance hereby required to be carried by Licensee shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-VII in the A.M. Best Rating Guide. Such insurance shall (i) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) name the Licensor and others listed herein as additional insureds and loss payees; and (iii) provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days' prior written notice to the Licensor except in the event of nonpayment of a premium, in which case such notice provision shall be ten (10) days. On or before the Effective Date and, thereafter, not less than thirty (30) days before the expiration date of the insurance policy, a certificate of insurance, together with evidence satisfactory to the Licensor of the payment of all premiums for such policy, shall be delivered to the Licensor. The Licensor, its elected and appointed officials, officers, employees, contractors

and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance must so state. Coverage afforded under this section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors and agents.

D. The following definition of the term "Licensor" applies to all insurance policies issued in fulfillment of Licensee's obligations contained in this License:

"The County Board of Arlington County, Virginia, its officers, elected and appointed officials, employees, agents and contractors, and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly or hereinafter 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 or Arlington County Constitutional Officers."

E. All insurance policies and certificates of insurance hereby required of Licensee 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."

12. No Permanent Rights. The Parties acknowledge that the intention of this License is for Licensor to grant a mere license to Licensee for Licensee's use and benefit, and that there is no intention whatsoever to grant to Licensee, its successors or assigns, or to any other person or entity, any permanent rights of any kind in Licensor's real or personal property.

13. No Assignment or Transfer. Licensee shall not assign, transfer, convey, or otherwise dispose of any or all of its rights, obligations, permissions, or interests under this License. All of Licensee's obligations and liabilities set forth in this License shall survive the expiration or termination of this License.

14. No Waiver of Sovereign Immunity by Licensor. Notwithstanding any other provisions of this License to the contrary, nothing in this License nor any action taken by Licensor pursuant to this License nor any document which arises out of this License shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees.

15. Notices. All notices or other communications hereunder, with the exception of emergency notices that may be provided verbally as set forth in Section 7 herein, shall be in writing and shall be given to the other Party by hand delivery, by certified mail, return receipt requested, or by nationally-recognized commercial delivery service, next business day delivery, at the following addresses or such other addresses hereafter provided by notice to the other Party:

If to Licensor: The County Board of Arlington County, Virginia
2100 Clarendon Boulevard, Suite 300
Arlington, Virginia 22201

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

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

If to Licensee: Clarendon Alliance, Inc.
3019 N. 11th Street
Arlington, VA 22201

16. No Partnership or Lease. The Parties agree that nothing contained in this License shall be deemed or construed as creating: (i) a partnership or joint venture between the Parties; (ii) a leasehold interest in the Licensed Premises; or (iii) the relationship of landlord and tenant between the Parties.

17. Taxes. Licensee, its exhibitors and sellers, shall each pay all applicable state and local taxes, including but not limited to, business, professional and occupational license (“BPOL”) taxes regarding the sale of goods and products. BPOL taxes, and all other County taxes, shall be paid directly to the Treasurer of Arlington County, Virginia.

18. Appropriation of Funds. Notwithstanding any provision of this License, all of Licensor’s duties and obligations under this License 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.

19. No Rights in Third Parties. The Parties hereto mutually agree that no provision of this License shall create in the public, or in any person or entity other than those signing this License 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 License or otherwise.

20. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this License to the contrary, Licensor shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third party or parties from any liability whatsoever.

21. Approval of License by Licensee and Licensor. If this License is not approved by the County Board, and is not executed and delivered by authorized persons on behalf of each Party, then no liability whatsoever shall accrue to the Licensor or Licensee, and the Licensor and Licensee shall have no obligations whatsoever to each other.

22. Survival. Expiration or termination of this License for any cause shall not release either party from any liability that, at the time of termination, has already accrued to it or that may thereafter accrue with respect to acts or omission made prior to such termination, and shall not affect in any way the survival of any right or obligation of either party which is expressly or implicitly stated in this License to survive termination hereof.

23. Compliance with Laws. In performing its obligations under this License, Licensee shall comply with applicable federal, state, and local laws, ordinances, regulations, policies and procedures.

24. Entire Agreement/Applicable Law. This License contains the entire agreement of the Parties hereto with respect to the subject matter hereof. All representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of no force and effect. This License shall not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Licensor and Licensee. This License shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The courts of Arlington County, Virginia, shall be the proper forum for any disputes arising hereunder. All legal actions and suits arising out of this License shall be brought in the General District Court of Arlington County, Virginia and in no other court.

25. Recitals. The Recitals set forth above are incorporated into this License.

26. Effective Date. This License shall not become effective unless and until the County Board approves this License, and it is signed on behalf of the Licensor, after this License is first signed on behalf of the Licensee. This License shall be effective on the date when it is last signed by all of the Parties ("the Effective Date").

WHEREFORE, this License Agreement is executed by persons duly authorized to bind the Parties.

WITNESS:



LICENSEE: CLARENDON ALLIANCE, INC.,
a Virginia non-stock corporation

BY: Matthew Husman
TITLE: Executive Director
DATE: Feb 20, 2012

WITNESS:

LICENSOR: THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

BY: _____

TITLE: _____

DATE: _____

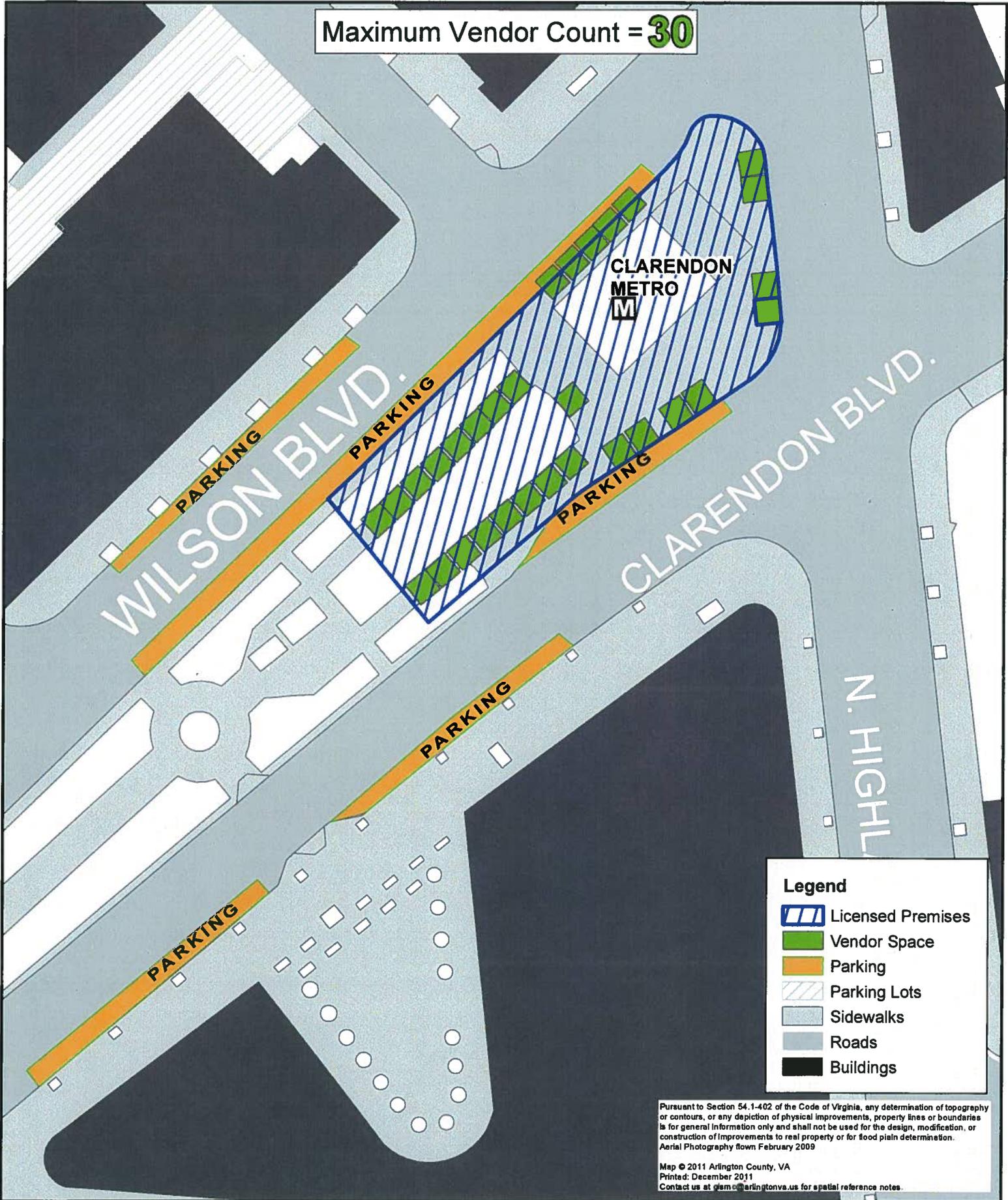
Approved as to form:

County Attorney

Clarendon Farmers' Market

License Agreement

Maximum Vendor Count = **30**



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 food plain determination. Aerial Photography from February 2009

Map © 2011 Arlington County, VA
Printed: December 2011
Contact us at psm@arlingtonva.us for spatial reference notes.

Exhibit B
Rules of Operation and Compliance

1. The Licensee agrees that the hours of operation for the Market shall be limited to Wednesdays only, between the hours of 3 p.m. to 7 p.m. However, the sellers and exhibitors may setup their Market Displays, at 2 p.m. and the sellers and exhibitors must clean up the Licensed Premises and depart by 8 p.m. From 7 p.m. to 8 p.m. on Wednesdays, Licensee agrees to inspect and ensure that all trash, debris and spills of all substances are removed from the Licensed Premises or placed in trash/recycle receptacles designated by Lessor on Exhibit A, hereto.
2. The Licensee agrees to work with the surrounding neighborhoods, and the County, to provide adequate signs, but only as permitted by local laws, ordinances and regulations, including, but not limited to, the Zoning Ordinance, at appropriate locations identifying the location of the Market and directing sellers and patrons into appropriate legally permissible parking areas. Such signage shall be approved by the County Manager or her designee as consistent with the sign ordinance prior to Licensee's use of the Licensed Premises.
3. Upon the commencement of the Initial Term, the Licensee agrees to identify a person who will serve as liaison to the community throughout the operation of the Market use. The liaison's name shall be submitted to DES Facilities Maintenance, Zoning Administrator and to the Clarendon-Courthouse Civic Association(s) prior to Licensee's use of the Licensed Premises.
4. The Licensee agrees to meet all applicable County requirements and work cooperatively in doing so with the Police Department, the Fire Department, the Community Code Enforcement Office, the Department of Environmental Services and DES-Facilities Maintenance.
5. The Licensee agrees to provide all sellers, including any newly added sellers, associated with the Market with a document that lays out the preferred approach routes for vehicles and identifying major arterial roadways to avoid the use of neighborhood residential streets. This document shall be provided to the Zoning Administrator for approval at least two (2) weeks prior to Licensee's use of the Licensed Premises, and shall then be provided to the Clarendon-Courthouse Civic/citizens association(s) prior to Licensee's use of the Licensed Premises.
6. The Licensee agrees to take all practical measures to encourage the use of public transportation and to encourage customer parking in adjacent parking facilities as designated in the parking plan. The Licensee agrees that such measures will include, but will not be limited to verbal and written documents (including maps) directing patrons to the Metro access points, public transportation and public parking garages in the area.
7. The Licensee agrees to comply with, among other ordinances, the requirements of the County's Noise Ordinance. In any case, no amplified sound of any kind, including music

or announcements shall be used on the day of operation of the Market prior to 7 a.m., if the Market operates on weekdays, or 10 a.m., if the Market operates on Saturdays, Sundays or County holidays.

8. In the event of a conflict or inconsistency between these Rules and any provisions, requirements or conditions of the Special Use Permit authorizing the use of the Licensed Premises for a Market, the provisions, requirements and conditions of the Special Use Permit shall prevail.

**OPEN AIR MARKET
LICENSE AGREEMENT**

THIS OPEN AIR MARKET LICENSE AGREEMENT ("License") is entered into this _____ of _____, 20___, by THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Licensor" or "County") and COLUMBIA PIKE REVITALIZATION ORGANIZATION, INC., a Virginia corporation ("Licensee"). Hereinafter, Licensor and Licensee are sometimes jointly referred to as the "Parties" or individually as the "Party".

RECITALS:

WHEREAS, the property located at 2820 Columbia Pike, Arlington, Virginia, known as RPC# 32-005-004 ("Property") is owned by Joe H. Tonahill, Howard W. Smith III, Arlington Heights Properties, L.P., Howard W. Smith III, Trustee, and Presley A.L. Smith ("Owners");

WHEREAS, the Owners and Eckerd Corporation entered into a certain ground lease dated September 24, 1998 ("Ground Lease"), a memorandum of which ground lease is recorded among the land records of Arlington County, Virginia ("Land Records") in Deed Book 2990, at Page 1882;

WHEREAS, the Owners, Eckerd Corporation and the County entered into a certain Deed of Temporary Easements dated May 25, 1999, recorded in Deed Book 2998 at Page 186 among the Land Records, in which the Owner granted the County certain temporary easements to use portions of the property for public sidewalks, drainage purposes, public parking and public use and access for a public plaza and for general public purposes as determined by the County ("Easements");

WHEREAS, Eckerd Corporation assigned the Ground Lease to Commercial Net Lease Realty, Inc. ("Lessee") by Assignment recorded in Deed Book 3043 at Page 365 among the Land Records;

WHEREAS, the Licensee desires to use a portion of the property subject to the Easements for the purpose of operating an open air outdoor farmers' market for the benefit of the community and the public at large;

WHEREAS, the Owners and Lessee have consented to the use of the Property by the Licensee, consistent with this License, as evidenced by their joinder in Use Permit Application No. U-3317-11-1, on file in the Arlington County Department of Community Planning, Housing and Development, Zoning Administration Office ("Special Use Permit"); and

WHEREAS, the County, as Licensor, desires to permit Licensee to use an area suitable for the open air market, under the terms and conditions set forth in this License.

WITNESSETH:

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

1. Licensed Premises. Licensor hereby grants to Licensee, subject to the Easements, the right and license to use, upon the terms hereinafter provided, the area more particularly described in Exhibit A attached hereto ("Licensed Premises"), which Licensed Premises is

located upon and within the Property. This License is nonexclusive and does not permit restriction of the rights of the public for pedestrian passage to and through the Licensed Premises. The Licensee accepts use of the Licensed Premises in its "AS IS" condition.

2. Permitted Uses.

A. Licensee is permitted by this License to use the Licensed Premises solely for the use and operation of an open air market ("Market"), as defined in Section 4.A.5.g. of the Arlington County Zoning Ordinance ("Zoning Ordinance"), for the benefit and use of the community and public at large, intermittently for 4 times per month, on Sundays year round, during the hours of 9 a.m. and 1 p.m., each day ("Market Time Period"). Licensor further grants to Licensee the nonexclusive right of pedestrian ingress and egress over and across the Property and Licensed Premises, and vehicular ingress and egress only at the locations indicated on Exhibit A, in order to place, set up, secure, operate and maintain the Market and associated displays, during the Term (as hereinafter defined) of this License. The Market is an event at which groups of individual sellers offer goods, new or used, for sale to the public and may include the sale of food, non-alcoholic beverages and other promotional activities ("Permitted Uses").

B. The Licensee may place, or permit the placement of, goods and products, including furniture, on benches and tables, inside small tents, inside portable kiosks, inside or beside small trucks or panel trucks (all having a registered gross weight of 7500 lbs. or less) ("Market Displays") in the Licensed Premises. The Licensee may place up to forty-one (41) sellers and exhibitors in the Licensed Premises for operation of their Market Displays. The Licensee shall require that all sellers and exhibitors placing Market Displays in the Licensed Premises shall comply with all applicable provisions of this License, which requirements shall not relieve the Licensee of its independent obligation to comply with this License.

C. Licensee shall, in its performance of the Permitted Uses, comply with all applicable federal, state and local laws, rules, orders, ordinances and regulations, including, but not limited to, requiring all sellers to obtain the applicable and required permits for sellers' use and sale of food and non-alcoholic beverages. The Licensee and all individual sellers, at all times, shall comply, without limitation, with the applicable provisions of Chapter 9.2, the Arlington County Food and Food Handling Code. The Licensee also agrees to comply with the rules and regulations listed on the attached document, entitled "Exhibit B - Rules of Operation and Compliance" ("Rules"), which Rules are a part of this License and incorporated herein by reference.

D. Any use of the Licensed Premises other than the use specifically provided herein shall not be permitted, except by prior written agreement between the Licensor and Licensee, which agreement must be authorized by the County Board of Arlington County, Virginia.

3. Term and Payments. The term of this License shall begin on the date that this License is executed on behalf of the Licensor ("License Commencement Date"), and shall continue for a period of one (1) year, on the dates and at the times, stated in Section 2 above ("Initial Term"), unless sooner terminated or extended hereunder or as provided by law. Beginning on April 1, 2012, and the first day of April each year thereafter for any Renewal Term, Licensee shall pay to the Licensor the sum of Two Hundred dollars (\$200.00) for the use of the Licensed Premises ("License Fee"). The License Fee shall be paid annually, either by wire transfer, automated clearing house, or by check. The manner and address of such payment may from time to time be modified by written notice from the Licensor to Licensee, without

demand, deduction, setoff or counterclaim, except as hereinafter specifically provided. If Licensor shall at any time or times accept payment after such payment becomes due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute, or be construed as a waiver of any or all of the Licensor's rights hereunder. If payment is not timely made, then this License shall be automatically revoked without further action of Licensor, and Licensee, for itself, its sellers and exhibitors, agrees to immediately cease use of the Licensed Premises.

4. Right to Renew. So long as this License has not terminated, or the Licensee is not in default under the terms of the License beyond any applicable notice and cure period and, subject to the termination provisions in Section 6 herein, this License shall be automatically renewed for successive one (1) year terms. Each renewal period shall hereinafter be referred to as the "Renewal Term". The Initial Term and any Renewal Term are collectively referred to hereafter as the "Term".

5. Prohibited Uses. Licensee shall neither itself, nor permit others to: (i) include as part of the Market any outdoor displays associated with motor vehicle dealerships; (ii) sell alcohol within the Licensed Premises; (iii) store, or allow others to store, overnight any equipment, goods, products, storage containers, furniture or tents, on the Property or Licensed Premises for events occurring on consecutive days; (iv) install within the Licensed Premises any permanent improvements or fixtures, or construct any permanent structure including, but not limited to, buildings or fences; (v) park, or permit others to park, within the Property or Licensed Premises, the following types of vehicles as defined in Virginia Code §46.2-100: automobile or water craft transporters, camping trailers, mobile homes, motor homes, school buses, semi-trailers, tractor trucks and trailers; (vi) park, or permit others to park, buses within the Property or Licensed Premises; (vii) park or permit others to park motor vehicles on the Property or Licensed Premises which vehicles are leaking gas, oil, refrigerants or any hazardous materials; or (viii) perform any motor vehicle maintenance or repair work in the Property or Licensed Premises.

6. Termination.

A. Notwithstanding anything herein to the contrary, the Licensor and Licensee each have the right to terminate this License at any time, without cause and without penalty, by providing five (5) days, prior written notice of such termination to the non-terminating party. If Licensee fails to terminate its use of the Licensed Premises and to vacate all areas of the Licensed Premises on the termination of this License, then Licensee shall be deemed a trespasser. Thereafter, Licensor may immediately remove Licensee and Licensee's (and others) property from the Licensed Premises, at Licensee's sole risk and expense. Notwithstanding any provision in this License to the contrary, the Licensor has the unilateral right to temporarily or permanently close the Licensed Premises in the interest of public health, safety and welfare, without liability of the Licensor to the Licensee or to others.

B. This License shall automatically terminate upon: (i) the failure of Licensee to timely pay the License Fee or all applicable taxes; (ii) the expiration or non-renewal of the Special Use Permit, any applicable zoning, special use or special event permit; or (iii) the violation of any applicable federal, state or local health, safety and welfare laws, rules, orders, ordinances and regulations.

C. Promptly upon the termination of this License for any reason, at the end of any required notice period, and promptly by 3:30 p.m. on each Sunday, as the case may be, Licensee, at its

sole expense, shall remove all Market Displays from the Licensed Premises and restore the Licensed Premises to a condition equal to that which existed immediately prior to the commencement of each Market day. If Licensee has not removed all Market Displays from the Licensed Premises by 8 p.m. on each Sunday, or upon the expiration of this License, or at the end of any notice period, then the Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the Licensed Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

D. The County Manager, or her designee, is authorized by the Licensor to exercise the Licensor's rights to terminate this License and to take other actions to enforce the Licensor's rights hereunder.

7. Emergency - Risk or Hazard to the Public Health, Safety or Welfare.

Notwithstanding any provision herein to the contrary, if, at any time, Licensor, including without limitation police, fire, building or health officials, determines, in their sole discretion, that the existence of the Market on the Licensed Premises poses a risk or hazard to the public health, safety or welfare, or is immediately needed for parking, then the Licensee shall, upon receipt of written notice from Licensor, or in the event of a weather or other type of emergency, upon verbal notice by police, fire or other emergency officials, immediately remove the Market Displays, at Licensee's sole expense. If Licensee has not removed the Market Displays within one (1) hour after Licensor's notice has been deemed given, or within one (1) hour after receipt of Licensor's notice, in case of an emergency as determined by the Licensor, then Licensor may terminate this License without liability whatsoever to Licensee. Thereafter, Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the Licensed Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

8. Removal of Trash and Debris from the Licensed Premises. Licensee shall continuously remove all trash and debris, and shall clean up all spills of all substances from the Licensed Premises during each Market Time Period. Licensee, at all times, shall maintain the Licensed Premises in a clean, safe and sanitary condition, and shall not cause any waste or injury thereto. At the end of each Market Time Period, the Licensee shall remove all trash, debris and recycle materials from the Licensed Premises and Property, that is generated as a result of the Market, and place trash, debris or recycle materials in containers designated by Licensor, as required in Exhibit B – Rules of Operation and Compliance, so that the Licensed Premises and Property are returned to the same condition that they were in at 7:00 a.m. on the day of the Market.

9. Damage or Loss. Licensee, and not the Licensor, shall be solely responsible for any damage to, or loss of, any and all personal property in the Market and in the Market Displays within the Licensed Premises.

10. No Liability, Indemnification.

A. All personal property of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, sellers, vendors and guests in and on the Licensed Premises, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. The Licensor shall not be liable to any such person or entity for any loss, damage, stolen or destroyed personal property. In addition, the Licensor shall not be liable for

any personal injury or bodily injury to the above described persons and entities. The Licensee hereby agrees to defend, indemnify and hold harmless the Licensor and its elected and appointed officials, officers, employees, contractors and agents from any liability, cost and expenses for personal injury and for property damage including, without limitation, lost, stolen, damaged or destroyed personal property.

B. Licensee acknowledges that Licensor, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, whether special, consequential or punitive damages, as a result of any claim relating to this License or Licensee's use of the Licensed Premises.

C. Licensee hereby agrees to defend, indemnify and hold harmless Licensor, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property; which occurs in any part of the Licensed Premises and is caused by negligence or willful misconduct of Licensee, its agents, contractors, employees, customers, and invitees. The indemnification in this section shall survive the expiration or termination of this License.

11. Insurance.

A. Licensee, at its sole cost and expense, shall obtain and maintain a policy of commercial general liability insurance from an insurance carrier satisfactory to the Licensor, providing coverage for claims arising from, or in connection with, the exercise of the use and permissions granted hereunder to Licensee, for personal injury, death, property damage or loss suffered by any person or entity, with a minimum coverage of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance coverage shall protect the persons and entities indemnified under Section 10 of this License from liability. Licensee shall maintain such insurance coverage in full force and effect continuously at all times throughout the Term and for one (1) year thereafter. The insurance policy and policy limits shall neither operate as a limit of Licensee's liability to the Licensor under this License, nor as a limit of Licensee's duty of indemnification hereunder.

B. Prior to the Effective Date of this License, and at the beginning of each year thereafter throughout the Term and for one (1) year thereafter, Licensee shall furnish the Licensor with certificates of insurance indicating that the insurance is prepaid for a one year policy period, that it insures all activities contemplated under this License, and that it contains a thirty (30) day notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage except in the event of nonpayment of premium in which case such notice provision shall be ten (10) days. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any insured party under the policy. No provision contained in this License shall act as a waiver of any rights of subrogation of the insurance company which is the primary insurer for the Licensor.

C. The insurance hereby required to be carried by Licensee shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-VII in the A.M. Best Rating Guide. Such insurance shall (i) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its

right of action against any party before the occurrence of a loss; (ii) name the Licensor and others listed herein as additional insureds and loss payees; and (iii) provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days' prior written notice to the Licensor except in the event of nonpayment of a premium, in which case such notice provision shall be ten (10) days. On or before the Effective Date and, thereafter, not less than thirty (30) days before the expiration date of the insurance policy, a certificate of insurance, together with evidence satisfactory to the Licensor of the payment of all premiums for such policy, shall be delivered to the Licensor. The Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance must so state. Coverage afforded under this section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors and agents.

D. The following definition of the term "Licensor" applies to all insurance policies issued in fulfillment of Licensee's obligations contained in this License:

"The County Board of Arlington County, Virginia, its officers, elected and appointed officials, employees, agents and contractors, and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly or hereinafter 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 or Arlington County Constitutional Officers."

E. All insurance policies and certificates of insurance hereby required of Licensee 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."

12. No Permanent Rights. The Parties acknowledge that the intention of this License is for Licensor to grant a mere license to Licensee for Licensee's use and benefit, and that there is no intention whatsoever to grant to Licensee, its successors or assigns, or to any other person or entity, any permanent rights of any kind in Licensor's real or personal property.

13. No Assignment or Transfer. Licensee shall not assign, transfer, convey, or otherwise dispose of any or all of its rights, obligations, permissions, or interests under this License. All of Licensee's obligations and liabilities set forth in this License shall survive the expiration or termination of this License.

14. No Waiver of Sovereign Immunity by Licensor. Notwithstanding any other provisions of this License to the contrary, nothing in this License nor any action taken by Licensor pursuant to this License nor any document which arises out of this License shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees.

21. Approval of License by Licensee and Licensor. If this License is not approved by the County Board, and is not executed and delivered by authorized persons on behalf of each Party, then no liability whatsoever shall accrue to the Licensor or Licensee, and the Licensor and Licensee shall have no obligations whatsoever to each other.

22. Survival. Expiration or termination of this License for any cause shall not release either party from any liability that, at the time of termination, has already accrued to it or that may thereafter accrue with respect to acts or omission made prior to such termination, and shall not affect in any way the survival of any right or obligation of either party which is expressly or implicitly stated in this License to survive termination hereof.

23. Compliance with Laws. In performing its obligations under this License, Licensee shall comply with applicable federal, state, and local laws, ordinances, regulations, policies and procedures.

24. Entire Agreement/Applicable Law. This License contains the entire agreement of the Parties hereto with respect to the subject matter hereof. All representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of no force and effect. This License shall not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Licensor and Licensee. This License shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The courts of Arlington County, Virginia, shall be the proper forum for any disputes arising hereunder. All legal actions and suits arising out of this License shall be brought in the General District Court of Arlington County, Virginia and in no other court.

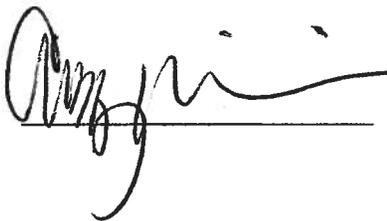
25. Recitals. The Recitals set forth above are incorporated into this License.

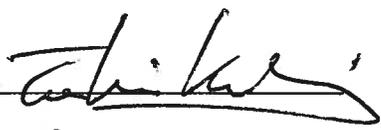
26. Effective Date. This License shall not become effective unless and until the County Board approves this License, and it is signed on behalf of the Licensor, after this License is first signed on behalf of the Licensee. This License shall be effective on the date when it is last signed by all of the Parties ("the Effective Date").

WHEREFORE, this License Agreement is executed by persons duly authorized to bind the Parties.

WITNESS:

LICENSEE: COLUMBIA PIKE REVITALIZATION
ORGANIZATION, INC.
a Virginia corporation



BY: TAKIS P. KARANTONIS 
TITLE: EXECUTIVE DIRECTOR
DATE: MARCH 15, 2012

WITNESS:

LICENSOR: THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

BY: _____

TITLE: _____

DATE: _____

Approved as to form:

County Attorney

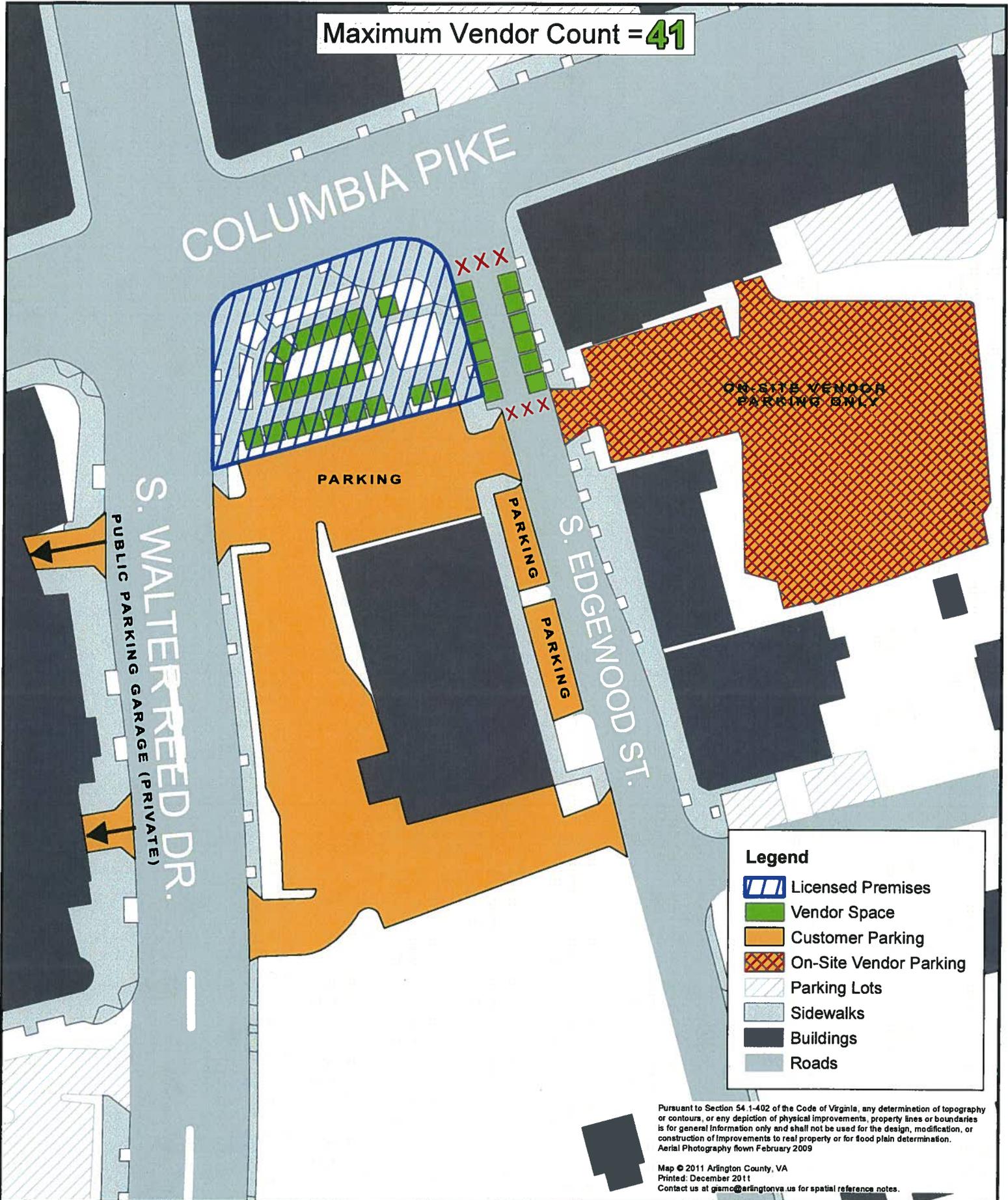
Exhibit A
Vicinity Map
The plat depicts the Licensed Premises
(To be attached)

Columbia Pike Farmers' Market

License Agreement



Maximum Vendor Count = **41**



ARLINGTON COUNTY, VA

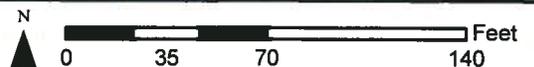


Exhibit B
Rules of Operation and Compliance

1. The Licensee agrees that the hours of operation for the Market shall be limited to Sundays only, between the hours of 9:00 a.m. to 1:00 p.m. However, the sellers and exhibitors may setup their Market Displays, at 7:00 a.m. and the sellers and exhibitors must clean up the Licensed Premises and depart by 3:30 p.m. From 1:00 p.m. to 3:30 p.m. on Sundays, Licensee agrees to inspect and ensure that all trash, debris and spills of all substances are removed from the Licensed Premises or placed in trash/recycle receptacles designated by Lessor on Exhibit A, hereto.
2. The Licensee agrees to work with the surrounding neighborhoods, and the County, to provide adequate signs, but only as permitted by local laws, ordinances and regulations, including, but not limited to, the Zoning Ordinance, at appropriate locations identifying the location of the Market and directing sellers and patrons into appropriate legally permissible parking areas. Such signage shall be approved by the County Manager or her designee as consistent with the sign ordinance prior to Licensee's use of the Licensed Premises.
3. Upon the commencement of the Initial Term, the Licensee agrees to identify a person who will serve as liaison to the community throughout the operation of the Market use. The liaison's name shall be submitted to DES Facilities Maintenance, Zoning Administrator and to the Columbia Heights Civic Association(s) prior to Licensee's use of the Licensed Premises.
4. The Licensee agrees to meet all applicable County requirements and work cooperatively in doing so with the Police Department, the Fire Department, the Community Code Enforcement Office, the Department of Environmental Services, and DES-Facilities Maintenance.
5. The Licensee agrees to provide all sellers associated with the Market, including all sellers who have not previously participated in the Market at this location, with a document that lays out the preferred approach routes for vehicles and identifying major arterial roadways to avoid the use of neighborhood residential streets. This document shall be provided to the Zoning Administrator for approval at least two (2) weeks prior to the Licensee's use of the Licensed Premises, and any renewals thereof, , and shall then be provided to the Columbia Heights Civic association(s) prior to the Licensee's use of the Licensed Premises.
6. The Licensee agrees to take all practical measures to encourage the use of public transportation and to encourage customer parking in adjacent parking facilities as designated in the parking plan. The Licensee agrees that such measures will include, but will not be limited to verbal and written documents (including maps) directing patrons to the Metro access points, public transportation and public parking garages in the area.

7. **The Licensee agrees to comply with, among other ordinances, the requirements of the County's Noise Ordinance. The Licensee agrees to ensure that no amplified sound that can be heard beyond the perimeter of the Market site shall be allowed at any time. In any case, no amplified sound of any kind, including music or announcements shall be used on the day of operation of the Market prior to 7:00 a.m., if the Market operates on weekdays, or 10 a.m., if the Market operates on Saturdays, Sundays or County holidays.**

8. **In the event of a conflict or inconsistency between these Rules and any provisions, requirements or conditions of the Special Use Permit authorizing the use of the Licensed Premises for a Market, the provisions, requirements and conditions of the Special Use Permit shall prevail.**

**OPEN AIR MARKET
LICENSE AGREEMENT**

THIS OPEN AIR MARKET LICENSE AGREEMENT ("License") is entered into this _____ of _____, 20____, by THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Licensor" or "County") and the BALLSTON BUSINESS IMPROVEMENT CORPORATION, a Virginia corporation ("Licensee"). Hereinafter, Licensor and Licensee are sometimes jointly referred to as the "Parties" or individually as the "Party".

RECITALS:

WHEREAS, the property, known as Welburn Square, is located between N. Taylor and N. Stuart Streets in Arlington, Virginia, and is specifically known as PRC# 14-050-031 and 14-050-009 ("Property");

WHEREAS, on November 15, 1996, the County and Fidelio Properties (the then owner of the Property), entered into a certain Easement Agreement, recorded in Deed Book 2998 at Page 186 among the Arlington County land records, in which the County was granted a perpetual easement for public park purposes over portions of the Property ("Easement");

WHEREAS, the Property is currently owned by 4250 N. Fairfax Owner LLC ("Owner"), which has consented to the use of the Property by the Licensee, consistent with this License, as evidenced by its joinder in Use Permit Application No. U-3314-11-1, on file in the Arlington County Department of Community Planning, Housing and Development, Zoning Administration Office ("Special Use Permit");

WHEREAS, the Licensee desires to use a portion of the Property with the consent of the Owner, subject to rights of the County under the Easement, for the purpose of operating an open air farmers market for the benefit of the community and the public at large; and

WHEREAS, the County, as Licensor, desires to permit Licensee to use an area suitable for the open air market, under the terms and conditions set forth in the Easement and this License.

WITNESSETH:

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

1. Licensed Premises. Licensor hereby grants to Licensee, subject to the Easement, the right and license to use, upon the terms hereinafter provided, the area more particularly described in Exhibit A attached hereto ("Licensed Premises"), which Licensed Premises is located upon and within the Property. This License is nonexclusive and does not permit restriction of the rights of the public for pedestrian passage to and through the Licensed Premises. The Licensee accepts use of the Licensed Premises in its "AS IS" condition.

2. Permitted Uses.

A. Licensee is permitted by this License to use the Licensed Premises solely for the use and operation of an open air market ("Market"), as defined in Section 4.A.5.g. of the Arlington County Zoning Ordinance ("Zoning Ordinance"), for the benefit and use of the community and public at large, intermittently once per week, every Thursday during the months of May through

October, during the hours of 3 p.m. and 7 p.m., each day ("Market Time Period") Licensor further grants to Licensee the nonexclusive right of pedestrian ingress and egress over and across the Property and Licensed Premises, and vehicular ingress and egress only at the locations indicated on Exhibit A, in order to place, set up, secure, operate and maintain the Market and associated displays, during the Term (as hereinafter defined) of this License. The Market is an event at which groups of individual sellers offer goods, new or used, for sale to the public, and may include the sale of food, non-alcoholic beverages and other promotional activities ("Permitted Uses").

B. The Licensee may place, or permit the placement of, goods and products, including furniture, on benches and tables, inside small tents, inside portable kiosks, inside or beside small trucks or panel trucks (all having a registered gross weight of 7500 lbs. or less) ("Market Displays") in the Licensed Premises. The Licensee may place up to fifty (50) sellers and exhibitors in the Licensed Premises for operation of their Market Displays. The Licensee shall require that all sellers and exhibitors placing Market Displays in the Licensed Premises shall comply with all applicable provisions of this License, which requirements shall not relieve the Licensee of its independent obligation to comply with this License.

C. Licensee shall, in its performance of the Permitted Uses, comply with all applicable federal, state and local laws, rules, orders, ordinances and regulations, including, but not limited to, requiring all sellers to obtain the applicable and required permits for sellers' use and sale of food and non-alcoholic beverages. The Licensee and all individual sellers, at all times, shall comply, without limitation, with the applicable provisions of Chapter 9.2, the Arlington County Food and Food Handling Code. The Licensee also agrees to comply with the rules and regulations listed on the attached document, entitled "Exhibit B - Rules of Operation and Compliance" ("Rules"), which Rules are a part of this License and incorporated herein by reference.

D. Any use of the Licensed Premises other than the use specifically provided herein shall not be permitted, except by prior written agreement between the Licensor and Licensee, which agreement must be authorized by the County Board of Arlington County, Virginia.

3. Term and Payments. The term of this License shall begin on the date that this License is executed on behalf of the Licensor ("License Commencement Date"), and shall continue for a period of one (1) year, on the dates and at the times, stated in Section 2 above ("Initial Term"), unless sooner terminated or extended hereunder or as provided by law. Beginning on April 1, 2012, and the first day of April each year thereafter for any Renewal Term as hereinafter defined, Licensee shall pay to the Licensor the sum of Two Hundred dollars (\$200.00) for the use of the Licensed Premises ("License Fee"). The License Fee shall be paid annually, either by wire transfer, automated clearing house, or by check. The manner and address of such payment may from time to time be modified by written notice from the Licensor to Licensee, without demand, deduction, setoff or counterclaim, except as hereinafter specifically provided. If Licensor shall at any time or times accept payment after such payment becomes due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute, or be construed as a waiver of any or all of the Licensor's rights hereunder. If payment is not timely made, then this License shall be automatically revoked without further action of Licensor, and Licensee, for itself, its sellers and exhibitors, agrees to immediately cease use of the Licensed Premises.

4. Right to Renew. So long as this License has not terminated, or the Licensee is not in default under the terms of the License beyond any applicable notice and cure period and, subject to the termination provisions in Section 6 herein, this License shall be automatically renewed for successive one (1) year terms. Each renewal period shall hereinafter be referred to as the "Renewal Term". The Initial Term and any Renewal Term are collectively referred to hereafter as the "Term".

5. Prohibited Uses. Licensee shall neither itself, nor permit others to: (i) include as part of the Market any outdoor displays associated with motor vehicle dealerships; (ii) sell alcohol within the Licensed Premises; (iii) store, or allow others to store, overnight any equipment, goods, products, storage containers, furniture or tents, on the Property or Licensed Premises for events occurring on consecutive days; (iv) install within the Licensed Premises any permanent improvements or fixtures, or construct any permanent structure including, but not limited to, buildings or fences; (v) park, or permit others to park, within the Property or Licensed Premises, the following types of vehicles as defined in Virginia Code §46.2-100: automobile or water craft transporters, camping trailers, mobile homes, motor homes, school buses, semi-trailers, tractor trucks and trailers; (vi) park, or permit others to park, buses within the Property or Licensed Premises; (vii) park or permit others to park motor vehicles on the Property or Licensed Premises which vehicles are leaking gas, oil, refrigerants or any hazardous materials; or (viii) perform any motor vehicle maintenance or repair work in the Property or Licensed Premises.

6. Termination.

A. Notwithstanding anything herein to the contrary, the Licensor and Licensee each have the right to terminate this License at any time, without cause and without penalty, by providing five (5) days, prior written notice of such termination to the non-terminating party. If Licensee fails to terminate its use of the Licensed Premises and to vacate all areas of the Licensed Premises on the termination of this License, then Licensee shall be deemed a trespasser. Thereafter, Licensor may immediately remove Licensee and Licensee's (and others) property from the Licensed Premises, at Licensee's sole risk and expense. Notwithstanding any provision in this License to the contrary, the Licensor has the unilateral right to temporarily or permanently close the Licensed Premises in the interest of public health, safety and welfare, without liability of the Licensor to the Licensee or to others.

B. This License shall automatically terminate upon: (i) the failure of Licensee to timely pay the License Fee or all applicable taxes; (ii) the expiration or non-renewal of the Special Use Permit, any other applicable zoning, special use or special event permit; or (iii) the violation of any applicable federal, state or local health, safety and welfare laws, rules, orders, ordinances and regulations.

C. Promptly upon the termination of this License for any reason, at the end of any required notice period, and promptly by 7 p.m. on each Thursday, as the case may be, Licensee, at its sole expense, shall remove all Market Displays from the Licensed Premises and restore the Licensed Premises to a condition equal to that which existed immediately prior to the commencement of each Market day. If Licensee has not removed all Market Displays from the Licensed Premises by 8 p.m. on each Thursday, or upon the expiration of this License, or at the end of any notice period, then the Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the Licensed

Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

D. The County Manager, or her designee, is authorized by the Licensor to exercise the Licensor's rights to terminate this License and to take other actions to enforce the Licensor's rights hereunder.

7. Emergency - Risk or Hazard to the Public Health, Safety or Welfare.

Notwithstanding any provision herein to the contrary, if, at any time, Licensor, including without limitation police, fire, building or health officials, determines, in their sole discretion, that the existence of the Market on the Licensed Premises poses a risk or hazard to the public health, safety or welfare, or is immediately needed for parking, then the Licensee shall, upon receipt of written notice from Licensor, or in the event of a weather or other type of emergency, upon verbal notice by police, fire or other emergency officials, immediately remove the Market Displays, at Licensee's sole expense. If Licensee has not removed the Market Displays within one (1) hour after Licensor's notice has been deemed given, or within one (1) hour after receipt of Licensor's notice, in case of an emergency as determined by the Licensor, then Licensor may terminate this License without liability whatsoever to Licensor. Thereafter, Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the Licensed Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

8. Removal of Trash and Debris from the Licensed Premises. Licensee shall continuously remove all trash and debris, and shall clean up all spills of all substances from the Licensed Premises during each Market Time Period. Licensee, at all times, shall maintain the Licensed Premises in a clean, safe and sanitary condition, and shall not cause any waste or injury thereto. At the end of each Market time period, the Licensee shall remove all trash, debris and recycle materials from the Licensed Premises and Property or place trash, debris or recycle materials in containers designated by Licensor, as required in Exhibit B – Rules of Operation and Compliance.

9. Damage or Loss. Licensee, and not the Licensor, shall be solely responsible for any damage to, or loss of, any and all personal property in the Market and in the Market Displays within the Licensed Premises.

10. No Liability, Indemnification.

A. All personal property of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, sellers, vendors and guests in and on the Licensed Premises, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. The Licensor shall not be liable to any such person or entity for any loss, damage, stolen or destroyed personal property. In addition, the Licensor shall not be liable for any personal injury or bodily injury to the above described persons and entities. The Licensee hereby agrees to defend, indemnify and hold harmless the Licensor and its elected and appointed officials, officers, employees, contractors and agents from any liability, cost and expenses for personal injury and for property damage including, without limitation, lost, stolen, damaged or destroyed personal property.

B. Licensee acknowledges that Licensor, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, whether special,

consequential or punitive damages, as a result of any claim relating to this License or Licensee's use of the Licensed Premises.

C. Licensee hereby agrees to defend, indemnify and hold harmless Licensor, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property; which occurs in any part of the Licensed Premises and is caused by negligence or willful misconduct of Licensee, its agents, contractors, employees, customers, and invitees. The indemnification in this section shall survive the expiration or termination of this License.

11. Insurance.

A. Licensee, at its sole cost and expense, shall obtain and maintain a policy of commercial general liability insurance from an insurance carrier satisfactory to the Licensor, providing coverage for claims arising from, or in connection with, the exercise of the use and permissions granted hereunder to Licensee, for personal injury, death, property damage or loss suffered by any person or entity, with a minimum coverage of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance coverage shall protect the persons and entities indemnified under Section 10 of this License from liability. Licensee shall maintain such insurance coverage in full force and effect continuously at all times throughout the Term and for one (1) year thereafter. The insurance policy and policy limits shall neither operate as a limit of Licensee's liability to the Licensor under this License, nor as a limit of Licensee's duty of indemnification hereunder.

B. Prior to the Effective Date of this License, and at the beginning of each year thereafter throughout the Term and for one (1) year thereafter, Licensee shall furnish the Licensor with certificates of insurance indicating that the insurance is prepaid for a one year policy period, that it insures all activities contemplated under this License, and that it contains a thirty (30) day notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage except in the event of nonpayment of premium in which case such notice provision shall be ten (10) days. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any insured party under the policy. No provision contained in this License shall act as a waiver of any rights of subrogation of the insurance company which is the primary insurer for the Licensor.

C. The insurance hereby required to be carried by Licensee shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-VII in the A.M. Best Rating Guide. Such insurance shall (i) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) name the Licensor and others listed herein as additional insureds and loss payees; and (iii) provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days' prior written notice to the Licensor except in the event of nonpayment of a premium, in which case such notice provision shall be ten (10) days. On or before the Effective Date and, thereafter, not less than thirty (30) days before the expiration date of the insurance policy, a certificate of insurance, together with evidence satisfactory to the Licensor of the payment of all premiums for

such policy, shall be delivered to the Licensor. The Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance must so state. Coverage afforded under this section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors and agents.

D. The following definition of the term "Licensor" applies to all insurance policies issued in fulfillment of Licensee's obligations contained in this License:

"The County Board of Arlington County, Virginia, its officers, elected and appointed officials, employees, agents and contractors, and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly or hereinafter 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 or Arlington County Constitutional Officers."

E. All insurance policies and certificates of insurance hereby required of Licensee 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."

12. No Permanent Rights. The Parties acknowledge that the intention of this License is for Licensor to grant a mere license to Licensee for Licensee's use and benefit, and that there is no intention whatsoever to grant to Licensee, its successors or assigns, or to any other person or entity, any permanent rights of any kind in Licensor's real or personal property.

13. No Assignment or Transfer. Licensee shall not assign, transfer, convey, or otherwise dispose of any or all of its rights, obligations, permissions, or interests under this License. All of Licensee's obligations and liabilities set forth in this License shall survive the expiration or termination of this License.

14. No Waiver of Sovereign Immunity by Licensor. Notwithstanding any other provisions of this License to the contrary, nothing in this License nor any action taken by Licensor pursuant to this License nor any document which arises out of this License shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees.

15. Notices. All notices or other communications hereunder, with the exception of emergency notices that may be provided verbally as set forth in Section 7 herein, shall be in writing and shall be given to the other Party by hand delivery, by certified mail, return receipt requested, or by nationally-recognized commercial delivery service, next business day delivery, at the following addresses or such other addresses hereafter provided by notice to the other Party:

If to Licensor:

The County Board of Arlington County, Virginia
2100 Clarendon Boulevard, Suite 300

Arlington, Virginia 22201

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

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

If to Licensee: Ballston Business Improvement Corporation
2807 N. Glebe Road, Suite 515
Arlington, Virginia 22207

16. No Partnership or Lease. The Parties agree that nothing contained in this License shall be deemed or construed as creating: (i) a partnership or joint venture between the Parties; (ii) a leasehold interest in the Licensed Premises; or (iii) the relationship of landlord and tenant between the Parties.

17. Taxes. Licensee, its exhibitors and sellers, shall each pay all applicable state and local taxes, including but not limited to, business, professional and occupational license ("BPOL") taxes regarding the sale of goods and products. BPOL taxes, and all other County taxes, shall be paid directly to the Treasurer of Arlington County, Virginia.

18. Appropriation of Funds. Notwithstanding any provision of this License, all of Licensor's duties and obligations under this License 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.

19. No Rights in Third Parties. The Parties hereto mutually agree that no provision of this License shall create in the public, or in any person or entity other than those signing this License 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 License or otherwise.

20. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this License to the contrary, Licensor shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third party or parties from any liability whatsoever.

21. Approval of License by Licensee and Licensor. If this License is not approved by the County Board, and is not executed and delivered by authorized persons on behalf of each Party, then no liability whatsoever shall accrue to the Licensor or Licensee, and the Licensor and Licensee shall have no obligations whatsoever to each other.

22. Survival. Expiration or termination of this License for any cause shall not release either party from any liability that, at the time of termination, has already accrued to it or that may thereafter accrue with respect to acts or omission made prior to such termination, and shall not affect in any way the survival of any right or obligation of either party which is expressly or implicitly stated in this License to survive termination hereof.

23. Compliance with Laws. In performing its obligations under this License, Licensee shall comply with applicable federal, state, and local laws, ordinances, regulations, policies and procedures.

24. Entire Agreement/Applicable Law. This License contains the entire agreement of the Parties hereto with respect to the subject matter hereof. All representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of no force and effect. This License shall not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Licensor and Licensee. This License shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The courts of Arlington County, Virginia, shall be the proper forum for any disputes arising hereunder. All legal actions and suits arising out of this License shall be brought in the General District Court of Arlington County, Virginia and in no other court.

25. Recitals. The Recitals set forth above are incorporated into this License.

26. Effective Date. This License shall not become effective unless and until the County Board approves this License, and it is signed on behalf of the Licensor, after this License is first signed on behalf of the Licensee. This License shall be effective on the date when it is last signed by all of the Parties ("the Effective Date").

WHEREFORE, this License Agreement is executed by persons duly authorized to bind the Parties.

WITNESS:

LICENSEE: BALLSTON BUSINESS
IMPROVEMENT CORPORATION,
a Virginia corporation

BY: _____



TITLE: _____

Executive Director

DATE: _____

2/28/12

WITNESS:

LICENSOR: THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

BY: _____

TITLE: _____

DATE: _____

Approved as to form:

County Attorney

Exhibit A
Vicinity Map
The plat depicts the Licensed Premises
(To be attached)

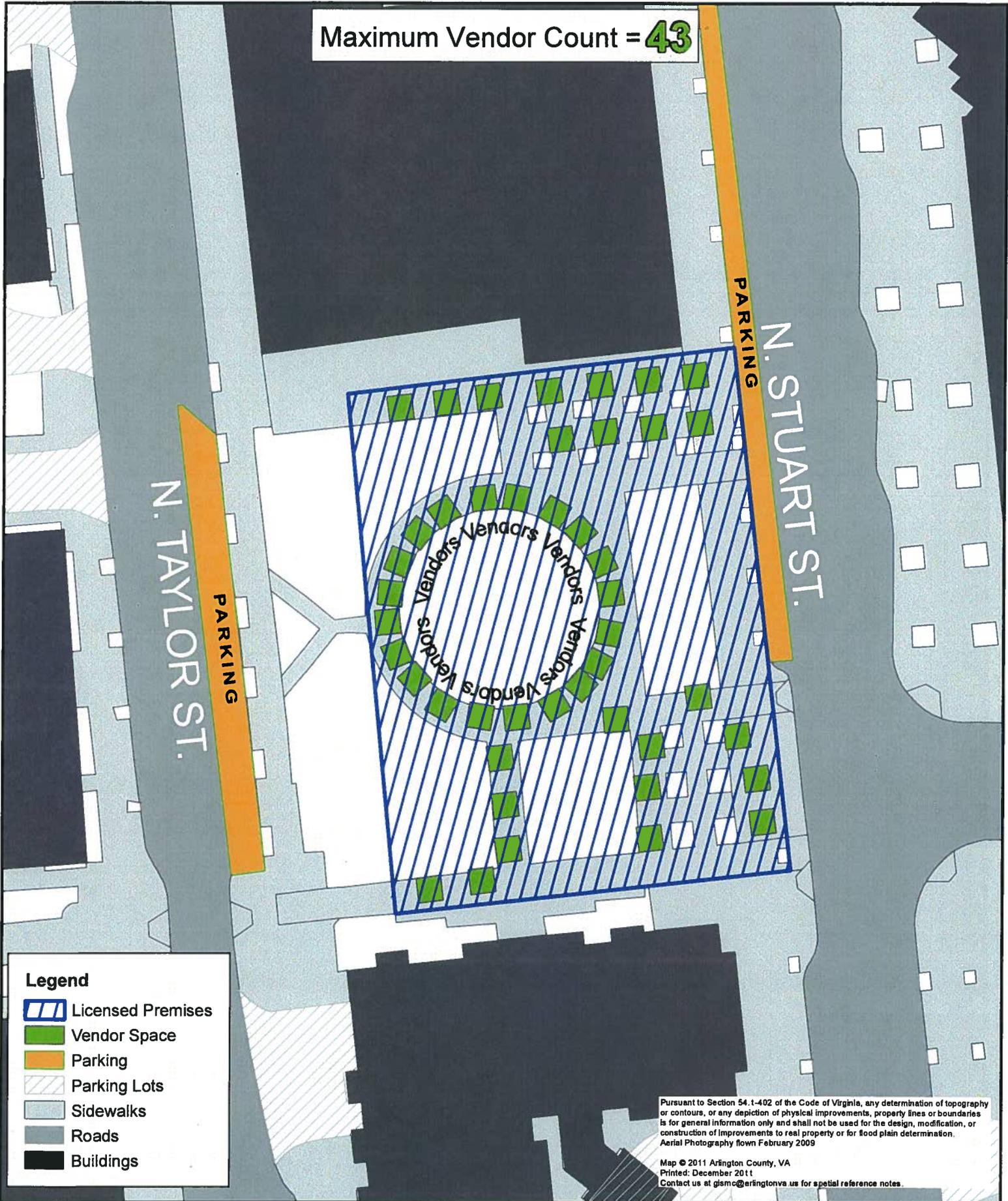
Ballston Farmers' Market

License Agreement

EXHIBIT A

ARLINGTON
VIRGINIA

Maximum Vendor Count = **43**



Legend

- Licensed Premises
- Vendor Space
- Parking
- Parking Lots
- Sidewalks
- Roads
- Buildings

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. Aerial Photography from February 2009

Map © 2011 Arlington County, VA
Printed: December 2011
Contact us at gismc@arlingtonva.us for spatial reference notes.

ARLINGTON COUNTY, VA

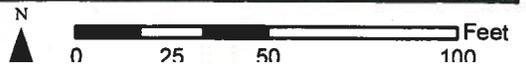


Exhibit B
Rules of Operation and Compliance

1. The Licensee agrees that the hours of operation for the Market shall be limited to Thursdays only, between the hours of 3 p.m. to 7 p.m. However, the sellers and exhibitors may setup their Market Displays, at 2 p.m. and the sellers and exhibitors must clean up the Licensed Premises and depart by 8 p.m. From 7 p.m. to 8 p.m. on Thursdays, Licensee agrees to inspect and ensure that all trash, debris and spills of all substances are removed from the Licensed Premises or placed in trash/recycle receptacles designated by Lessor on Exhibit A, hereto.
2. The Licensee agrees to work with the surrounding neighborhoods, and the County, to provide adequate signs, but only as permitted by local laws, ordinances and regulations, including, but not limited to, the Zoning Ordinance, at appropriate locations identifying the location of the Market and directing sellers and patrons into appropriate legally permissible parking areas. Such signage shall be approved by the County Manager or her designee as consistent with the sign ordinance prior to Licensee's use of the Licensed Premises.
3. Upon the commencement of the Initial Term, the Licensee agrees to identify a person who will serve as liaison to the community throughout the operation of the Market use. The liaison's name shall be submitted to DES Facilities Maintenance, Zoning Administrator and to the Ballston-Virginia Square Civic Association(s) prior to Licensee's use of the Licensed Premises.
4. The Licensee agrees to meet all applicable County requirements and work cooperatively in doing so with the Police Department, the Fire Department, the Community Code Enforcement Office, the Department of Environmental Services and DES-Facilities Maintenance.
5. The Licensee agrees to provide all sellers, including any newly added sellers, associated with the Market with a document that lays out the preferred approach routes for vehicles and identifying major arterial roadways to avoid the use of neighborhood residential streets. This document shall be provided to the Zoning Administrator for approval at least two (2) weeks prior to the Licensee's use of the Licensed Premises, and any renewals thereof, and shall then be provided to the Ballston-Virginia Square Civic/citizens association(s) prior to the Licensee's use of the Licensed Premises.
6. The Licensee agrees to take all practical measures to encourage the use of public transportation and to encourage customer parking in adjacent parking facilities as designated in the parking plan. The Licensee agrees that such measures will include, but will not be limited to verbal and written documents (including maps) directing patrons to the Metro access points, public transportation and public parking garages in the area.
7. The Licensee agrees to comply with, among other ordinances, the requirements of the County's Noise Ordinance. The Licensee agrees to ensure that no amplified sound that

can be heard beyond the perimeter of the Market site shall be allowed at any time. In any case, no amplified sound of any kind, including music or announcements shall be used on the day of operation of the Market prior to 7 a.m., if the Market operates on weekdays, or 10 a.m., if the Market operates on Saturdays, Sundays or County holidays.

8. In the event of a conflict or inconsistency between these Rules and any provisions, requirements or conditions of the Special Use Permit authorizing the use of the Licensed Premises for a Market, the provisions, requirements and conditions of the Special Use Permit shall prevail.

**OPEN AIR MARKET
LICENSE AGREEMENT**

THIS OPEN AIR MARKET LICENSE AGREEMENT ("License") is entered into this _____ of _____, 20___, by THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Licensor" or "County") and the BALLSTON BUSINESS IMPROVEMENT CORPORATION, a Virginia corporation ("Licensee"). Hereinafter, Licensor and Licensee are sometimes jointly referred to as the "Parties" or individually as the "Party".

RECITALS:

WHEREAS, the property, known as Welburn Square, is located between N. Taylor and N. Stuart Streets in Arlington, Virginia, and is specifically known as PRC# 14-050-031 and 14-050-009 ("Property");

WHEREAS, on November 15, 1996, the County and Fidelio Properties (the then owner of the Property), entered into a certain Easement Agreement, recorded in Deed Book 2998 at Page 186 among the Arlington County land records, in which the County was granted a perpetual easement for public park purposes over portions of the Property ("Easement");

WHEREAS, the Property is currently owned by 4250 N. Fairfax Owner LLC ("Owner"), which has consented to the use of the Property by the Licensee, consistent with this License, as evidenced by its joinder in Use Permit Application No. U-3315-11-1, on file in the Arlington County Department of Community Planning, Housing and Development, Zoning Administration Office ("Special Use Permit");

WHEREAS, the Licensee desires to use a portion of the Property with the consent of the Owner, subject to rights of the County under the Easement, for the purpose of operating an open air arts and crafts market for the benefit of the community and the public at large; and

WHEREAS, the County, as Licensor, desires to permit Licensee to use an area suitable for the open air market, under the terms and conditions set forth in the Easement and this License.

WITNESSETH:

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

1. Licensed Premises. Licensor hereby grants to Licensee, subject to the Easement, the right and license to use, upon the terms hereinafter provided, the area more particularly described in Exhibit A attached hereto ("Licensed Premises"), which Licensed Premises is located upon and within the Property. This License is nonexclusive and does not permit restriction of the rights of the public for pedestrian passage to and through the Licensed Premises. The Licensee accepts use of the Licensed Premises in its "AS IS" condition.

2. Permitted Uses.

A. Licensee is permitted by this License to use the Licensed Premises solely for the use and operation of an open air market ("Market"), as defined in Section 4.A.5.g. of the Arlington County Zoning Ordinance ("Zoning Ordinance"), for the benefit and use of the community and public at large, intermittently once per month, on the second Saturday of each month, during the

4. Right to Renew. So long as this License has not terminated, or the Licensee is not in default under the terms of the License beyond any applicable notice and cure period and, subject to the termination provisions in Section 6 herein, this License shall be automatically renewed for successive one (1) year terms. Each renewal period shall hereinafter be referred to as the "Renewal Term". The Initial Term and any Renewal Term are collectively referred to hereafter as the "Term".

5. Prohibited Uses. Licensee shall neither itself, nor permit others to: (i) include as part of the Market any outdoor displays associated with motor vehicle dealerships; (ii) sell alcohol within the Licensed Premises; (iii) store, or allow others to store, overnight any equipment, goods, products, storage containers, furniture or tents, on the Property or Licensed Premises for events occurring on consecutive days; (iv) install within the Licensed Premises any permanent improvements or fixtures, or construct any permanent structure including, but not limited to, buildings or fences; (v) park, or permit others to park, within the Property or Licensed Premises, the following types of vehicles as defined in Virginia Code §46.2-100: automobile or water craft transporters, camping trailers, mobile homes, motor homes, school buses, semi-trailers, tractor trucks and trailers; (vi) park, or permit others to park, buses within the Property or Licensed Premises; (vii) park or permit others to park motor vehicles on the Property or Licensed Premises which vehicles are leaking gas, oil, refrigerants or any hazardous materials; or (viii) perform any motor vehicle maintenance or repair work in the Property or Licensed Premises.

6. Termination.

A. Notwithstanding anything herein to the contrary, the Licensor and Licensee each have the right to terminate this License at any time, without cause and without penalty, by providing five (5) days, prior written notice of such termination to the non-terminating party. If Licensee fails to terminate its use of the Licensed Premises and to vacate all areas of the Licensed Premises on the termination of this License, then Licensee shall be deemed a trespasser. Thereafter, Licensor may immediately remove Licensee and Licensee's (and others) property from the Licensed Premises, at Licensee's sole risk and expense. Notwithstanding any provision in this License to the contrary, the Licensor has the unilateral right to temporarily or permanently close the Licensed Premises in the interest of public health, safety and welfare, without liability of the Licensor to the Licensee or to others.

B. This License shall automatically terminate upon: (i) the failure of Licensee to timely pay the License Fee or all applicable taxes; (ii) the expiration or non-renewal of the Special Use Permit, any applicable zoning, special use or special event permit; or (iii) the violation of any applicable federal, state or local health, safety and welfare laws, rules, orders, ordinances and regulations.

C. Promptly upon the termination of this License for any reason, at the end of any required notice period, and promptly by 4 p.m. on each Saturday, as the case may be, Licensee, at its sole expense, shall remove all Market Displays from the Licensed Premises and restore the Licensed Premises to a condition equal to that which existed immediately prior to the commencement of each Market day. If Licensee has not removed all Market Displays from the Licensed Premises by 5 p.m. on each Saturday, or upon the expiration of this License, or at the end of any notice period, then the Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the Licensed

Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

D. The County Manager, or her designee, is authorized by the Licensor to exercise the Licensor's rights to terminate this License and to take other actions to enforce the Licensor's rights hereunder.

7. Emergency - Risk or Hazard to the Public Health, Safety or Welfare.

Notwithstanding any provision herein to the contrary, if, at any time, Licensor, including without limitation police, fire, building or health officials, determines, in their sole discretion, that the existence of the Market on the Licensed Premises poses a risk or hazard to the public health, safety or welfare, or is immediately needed for parking, then the Licensee shall, upon receipt of written notice from Licensor, or in the event of a weather or other type of emergency, upon verbal notice by police, fire or other emergency officials, immediately remove the Market Displays, at Licensee's sole expense. If Licensee has not removed the Market Displays within one (1) hour after Licensor's notice has been deemed given, or within one (1) hour after receipt of Licensor's notice, in case of an emergency as determined by the Licensor, then Licensor may terminate this License without liability whatsoever to Licensee. Thereafter, Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the Licensed Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

8. Removal of Trash and Debris from the Licensed Premises. Licensee shall continuously remove all trash and debris, and shall clean up all spills of all substances from the Licensed Premises during each Market Time Period. Licensee, at all times, shall maintain the Licensed Premises in a clean, safe and sanitary condition, and shall not cause any waste or injury thereto. At the end of each Market time period, the Licensee shall remove all trash, debris and recycle materials from the Licensed Premises and Property or place trash, debris or recycle materials in containers designated by Licensor, as required in Exhibit B – Rules of Operation and Compliance.

9. Damage or Loss. Licensee, and not the Licensor, shall be solely responsible for any damage to, or loss of, any and all personal property in the Market and in the Market Displays within the Licensed Premises.

10. No Liability, Indemnification.

A. All personal property of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, sellers, vendors and guests in and on the Licensed Premises, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. The Licensor shall not be liable to any such person or entity for any loss, damage, stolen or destroyed personal property. In addition, the Licensor shall not be liable for any personal injury or bodily injury to the above described persons and entities. The Licensee hereby agrees to defend, indemnify and hold harmless the Licensor and its elected and appointed officials, officers, employees, contractors and agents from any liability, cost and expenses for personal injury and for property damage including, without limitation, lost, stolen, damaged or destroyed personal property.

B. Licensee acknowledges that Licensor, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, whether special,

consequential or punitive damages, as a result of any claim relating to this License or Licensee's use of the Licensed Premises.

C. Licensee hereby agrees to defend, indemnify and hold harmless Licensor, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property; which occurs in any part of the Licensed Premises and is caused by negligence or willful misconduct of Licensee, its agents, contractors, employees, customers, and invitees. The indemnification in this section shall survive the expiration or termination of this License.

11. Insurance.

A. Licensee, at its sole cost and expense, shall obtain and maintain a policy of commercial general liability insurance from an insurance carrier satisfactory to the Licensor, providing coverage for claims arising from, or in connection with, the exercise of the use and permissions granted hereunder to Licensee, for personal injury, death, property damage or loss suffered by any person or entity, with a minimum coverage of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance coverage shall protect the persons and entities indemnified under Section 10 of this License from liability. Licensee shall maintain such insurance coverage in full force and effect continuously at all times throughout the Term and for one (1) year thereafter. The insurance policy and policy limits shall neither operate as a limit of Licensee's liability to the Licensor under this License, nor as a limit of Licensee's duty of indemnification hereunder.

B. Prior to the Effective Date of this License, and at the beginning of each year thereafter throughout the Term and for one (1) year thereafter, Licensee shall furnish the Licensor with certificates of insurance indicating that the insurance is prepaid for a one year policy period, that it insures all activities contemplated under this License, and that it contains a thirty (30) day notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage except in the event of nonpayment of premium in which case such notice provision shall be ten (10) days. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any insured party under the policy. No provision contained in this License shall act as a waiver of any rights of subrogation of the insurance company which is the primary insurer for the Licensor.

C. The insurance hereby required to be carried by Licensee shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-VII in the A.M. Best Rating Guide. Such insurance shall (i) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) name the Licensor and others listed herein as additional insureds and loss payees; and (iii) provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days' prior written notice to the Licensor except in the event of nonpayment of a premium, in which case such notice provision shall be ten (10) days. On or before the Effective Date and, thereafter, not less than thirty (30) days before the expiration date of the insurance policy, a certificate of insurance, together with evidence satisfactory to the Licensor of the payment of all premiums for

such policy, shall be delivered to the Licensor. The Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance must so state. Coverage afforded under this section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors and agents.

D. The following definition of the term "Licensor" applies to all insurance policies issued in fulfillment of Licensee's obligations contained in this License:

"The County Board of Arlington County, Virginia, its officers, elected and appointed officials, employees, agents and contractors, and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly or hereinafter 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 or Arlington County Constitutional Officers."

E. All insurance policies and certificates of insurance hereby required of Licensee 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."

12. No Permanent Rights. The Parties acknowledge that the intention of this License is for Licensor to grant a mere license to Licensee for Licensee's use and benefit, and that there is no intention whatsoever to grant to Licensee, its successors or assigns, or to any other person or entity, any permanent rights of any kind in Licensor's real or personal property.

13. No Assignment or Transfer. Licensee shall not assign, transfer, convey, or otherwise dispose of any or all of its rights, obligations, permissions, or interests under this License. All of Licensee's obligations and liabilities set forth in this License shall survive the expiration or termination of this License.

14. No Waiver of Sovereign Immunity by Licensor. Notwithstanding any other provisions of this License to the contrary, nothing in this License nor any action taken by Licensor pursuant to this License nor any document which arises out of this License shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees.

15. Notices. All notices or other communications hereunder, with the exception of emergency notices that may be provided verbally as set forth in Section 7 herein, shall be in writing and shall be given to the other Party by hand delivery, by certified mail, return receipt requested, or by nationally-recognized commercial delivery service, next business day delivery, at the following addresses or such other addresses hereafter provided by notice to the other Party:

If to Licensor:

The County Board of Arlington County, Virginia

2100 Clarendon Boulevard, Suite 300
Arlington, Virginia 22201

with a required copy to:

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

with a required copy to:

Real Estate Bureau Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

If to Licensee:

Ballston Business Improvement Corporation
2807 N. Glebe Road, Suite 515
Arlington, Virginia 22207

16. No Partnership or Lease. The Parties agree that nothing contained in this License shall be deemed or construed as creating: (i) a partnership or joint venture between the Parties; (ii) a leasehold interest in the Licensed Premises; or (iii) the relationship of landlord and tenant between the Parties.

17. Taxes. Licensee, its exhibitors and sellers, shall each pay all applicable state and local taxes, including but not limited to, business, professional and occupational license ("BPOL") taxes regarding the sale of goods and products. BPOL taxes, and all other County taxes, shall be paid directly to the Treasurer of Arlington County, Virginia.

18. Appropriation of Funds. Notwithstanding any provision of this License, all of Licensor's duties and obligations under this License 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.

19. No Rights in Third Parties. The Parties hereto mutually agree that no provision of this License shall create in the public, or in any person or entity other than those signing this License 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 License or otherwise.

20. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this License to the contrary, Licensor shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third party or parties from any liability whatsoever.

21. Approval of License by Licensee and Licensor. If this License is not approved by the County Board, and is not executed and delivered by authorized persons on behalf of each Party, then no liability whatsoever shall accrue to the Licensor or Licensee, and the Licensor and Licensee shall have no obligations whatsoever to each other.

22. Survival. Expiration or termination of this License for any cause shall not release either party from any liability that, at the time of termination, has already accrued to it or that may thereafter accrue with respect to acts or omission made prior to such termination, and shall not affect in any way the survival of any right or obligation of either party which is expressly or implicitly stated in this License to survive termination hereof.

23. Compliance with Laws. In performing its obligations under this License, Licensee shall comply with applicable federal, state, and local laws, ordinances, regulations, policies and procedures.

24. Entire Agreement/Applicable Law. This License contains the entire agreement of the Parties hereto with respect to the subject matter hereof. All representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of no force and effect. This License shall not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Licensor and Licensee. This License shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The courts of Arlington County, Virginia, shall be the proper forum for any disputes arising hereunder. All legal actions and suits arising out of this License shall be brought in the General District Court of Arlington County, Virginia and in no other court.

25. Recitals. The Recitals set forth above are incorporated into this License.

26. Effective Date. This License shall not become effective unless and until the County Board approves this License, and it is signed on behalf of the Licensor, after this License is first signed on behalf of the Licensee. This License shall be effective on the date when it is last signed by all of the Parties ("the Effective Date").

WHEREFORE, this License Agreement is executed by persons duly authorized to bind the Parties.

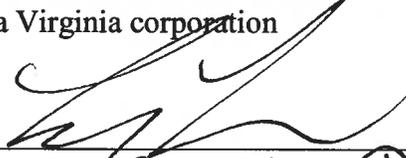
WITNESS:

LICENSEE: BALLSTON BUSINESS
IMPROVEMENT CORPORATION,
a Virginia corporation

BY: _____

TITLE: _____

DATE: _____


Executive Director
2/28/12

WITNESS:

LICENSOR: THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

BY: _____

TITLE: _____

DATE: _____

Approved as to form:

County Attorney

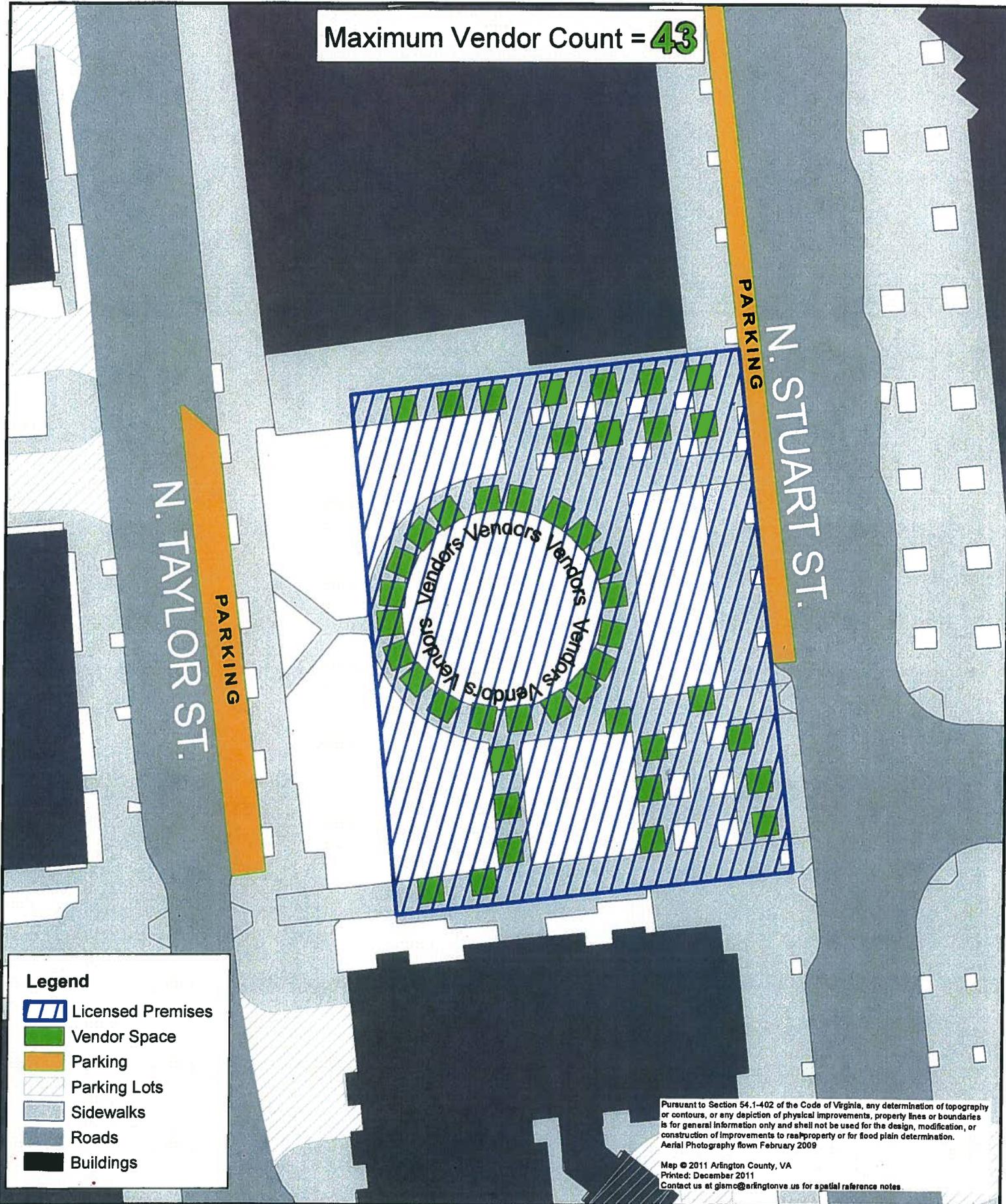
Exhibit A
Vicinity Map
The plat depicts the Licensed Premises
(To be attached)

Ballston Arts & Crafts Market

License Agreement

EXHIBIT A
ARLINGTON
VIRGINIA

Maximum Vendor Count = 43



Legend

- Licensed Premises
- Vendor Space
- Parking
- Parking Lots
- Sidewalks
- Roads
- Buildings

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. Aerial Photography flown February 2009

Map © 2011 Arlington County, VA
Printed: December 2011
Contact us at glamc@arlingtonva.us for spatial reference notes.

Exhibit B
Rules of Operation and Compliance

1. The Licensee agrees that the hours of operation for the Market shall be limited to Saturdays only, between the hours of 10 a.m. to 4 p.m. However, the sellers and exhibitors may setup their Market Displays, at 1p.m. and the sellers and exhibitors must clean up the Licensed Premises and depart by 5 p.m. From 4 p.m. to 5 p.m. on Sundays, Licensee agrees to inspect and ensure that all trash, debris and spills of all substances are removed from the Licensed Premises or placed in trash/recycle receptacles designated by Lessor on Exhibit A, hereto.
2. The Licensee agrees to work with the surrounding neighborhoods, and the County, to provide adequate signs, but only as permitted by local laws, ordinances and regulations, including, but not limited to, the Zoning Ordinance, at appropriate locations identifying the location of the Market and directing sellers and patrons into appropriate legally permissible parking areas. Such signage shall be approved by the County Manager or her designee as consistent with the sign ordinance prior to Licensee's use of the Licensed Premises.
3. Upon the commencement of the Initial Term, the Licensee agrees to identify a person who will serve as liaison to the community throughout the operation of the Market use. The liaison's name shall be submitted to DES Facilities Maintenance, Zoning Administrator and to the Ballston-Virginia Square Civic Association(s) prior to Licensee's use of the Licensed Premises.
4. The Licensee agrees to meet all applicable County requirements and work cooperatively in doing so with the Police Department, the Fire Department, the Community Code Enforcement Office, the Department of Environmental Services and DES-Facilities Maintenance.
5. The Licensee agrees to provide all sellers, including any newly added sellers, associated with the Market with a document that lays out the preferred approach routes for vehicles and identifying major arterial roadways to avoid the use of neighborhood residential streets. This document shall be provided to the Zoning Administrator for approval at least two (2) weeks prior to the Licensee's use of the Licensed Premises, and any renewals thereof, and shall then be provided to the Ballston-Virginia Square Civic/association(s) prior to the Licensee's use of the Licensed Premises.
6. The Licensee agrees to take all practical measures to encourage the use of public transportation and to encourage customer parking in adjacent parking facilities as designated in the parking plan. The Licensee agrees that such measures will include, but will not be limited to verbal and written documents (including maps) directing patrons to the Metro access points, public transportation and public parking garages in the area.
7. The Licensee agrees to comply with, among other ordinances, the requirements of the County's Noise Ordinance. The Licensee agrees to ensure that no amplified sound that

can be heard beyond the perimeter of the Market site shall be allowed at any time. In any case, no amplified sound of any kind, including music or announcements shall be used on the day of operation of the Market prior to 7 a.m., if the Market operates on weekdays, or 10 a.m., if the Market operates on Saturdays, Sundays or County holidays.

8. In the event of a conflict or inconsistency between these Rules and any provisions, requirements or conditions of the Special Use Permit authorizing the use of the Licensed Premises for a Market, the provisions, requirements and conditions of the Special Use Permit shall prevail.

**OPEN AIR MARKET
LICENSE AGREEMENT**

THIS OPEN AIR MARKET LICENSE AGREEMENT ("License") is entered into this _____ of _____, 20____, by THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Licensor" or "County") and THE CIVITAN CLUB OF ARLINGTON, VIRGINIA, INC., a Virginia corporation ("Licensee"). Hereinafter, Licensor and Licensee are sometimes jointly referred to as the "Parties" or individually as the "Party".

RECITALS:

WHEREAS, the property consists of a parcel of real estate containing the I-66 parking garage at the intersection of N. 15th and N. Quincy and extending to N. Stafford Street and along the East Boundary of the I-66 parking garage, Arlington, Virginia ("Property") is owned by the Commonwealth of Virginia ("Owner");

WHEREAS, the Owner and the County entered into a certain lease dated July 1, 1982 ("Lease"), in which the Owner demised, leased and rented the Property to the County until June 30, 2081, for parking, recreational and public purposes as determined by the County;

WHEREAS, since 1986 the Arlington Civitan Club (now known as The Civitan Club of Arlington, Virginia, Inc. (the "Civitans")) has operated a flea market on the Property, and the County and the Civitans last entered into an Agreement, dated March 5, 1994 ("Original Agreement"), in which the County agreed to allow the Civitans to organize and administer eight annual sales on the multi-level parking garage for a term of one year, renewable for successive one year terms unless otherwise terminated;

WHEREAS, by this License, the Parties hereby terminate the Original Agreement and enter into the License so that Licensee can continue to use a portion of the property for the purpose of operating an open-air flea market for the benefit of the community and the public at large;

WHEREAS, the Owner and the County have consented to the use of the Property by the Licensee, consistent with this License, as evidenced by their joinder in Use Permit Application No. U-3312-11-1, on file in the Arlington County Department of Community Planning, Housing and Development, Zoning Administration Office; and

WHEREAS, the County, as Licensor, desires to permit Licensee to use an area suitable for the open air market, under the terms and conditions set forth in this License.

WITNESSETH:

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

1. Licensed Premises. Licensor hereby grants to Licensee, subject to the Lease, the right and license to use, upon the terms hereinafter provided, the area more particularly described in Exhibit A attached hereto ("Licensed Premises"), which Licensed Premises is located upon and within the Property. This License is nonexclusive and does not permit restriction of the rights of the public for pedestrian passage to and through the Licensed Premises. The Licensee accepts use of the Licensed Premises in its "AS IS" condition.

2. Permitted Uses.

A. Licensee is permitted by this License to use the Licensed Premises solely for the use and operation of an open air market ("Market"), as defined in Section 4.A.5.g. of the Arlington County Zoning Ordinance ("Zoning Ordinance"), for the benefit and use of the community and public at large, intermittently once per month, on the first Saturday of every month during the months of April through November, during the hours of 7 a.m. to 1:30 p.m., each day ("Market Time Period"). Licensors further grants to Licensee the nonexclusive right of pedestrian ingress and egress over and across the Property and Licensed Premises, and vehicular ingress and egress only at the locations indicated on Exhibit A, in order to place, set up, secure, operate and maintain the Market and associated displays, during the Term (as hereinafter defined) of this License. The Market is an event at which groups of individual sellers offer goods, new or used, for sale to the public and may include the sale of food, non-alcoholic beverages and associated promotional activities ("Permitted Uses").

B. The Licensee may place, or permit the placement of, goods and products, including furniture, on benches and tables, inside small tents, inside portable kiosks, inside or beside small trucks or panel trucks (each having a registered gross weight of 7500 lbs. or less) ("Market Displays") in the Licensed Premises. The Licensee may place up to two hundred eighty eight (288) sellers and exhibitors in the Licensed Premises for operation of their Market Displays. The Licensee shall require that all sellers and exhibitors placing Market Displays in the Licensed Premises shall comply with all applicable provisions of this License, which requirements shall not relieve the Licensee of its independent obligation to comply with this License. The Licensee may charge a nominal fee for use of each parking space to its sellers and exhibitors.

C. Licensee shall, in its performance of the Permitted Uses, comply with all applicable federal, state and local laws, rules, orders, ordinances and regulations, including, but not limited to, requiring all sellers to obtain the applicable and required permits for sellers' use and sale of food and non-alcoholic beverages. The Licensee and all individual sellers, at all times, shall comply, without limitation, with the applicable provisions of Chapter 9.2, the Arlington County Food and Food Handling Code. The Licensee also agrees to comply with the rules and regulations listed on the attached document, entitled "Exhibit B - Rules of Operation and Compliance" ("Rules"), which Rules are a part of this License and incorporated herein by reference.

D. Any use of the Licensed Premises other than the use specifically provided herein shall not be permitted, except by prior written agreement between the Licensor and Licensee, which agreement must be authorized by the County Board of Arlington County, Virginia.

3. Term and Payments. The term of this License shall begin on the date that this License is executed on behalf of the Licensor ("License Commencement Date"), and shall continue for a period of one (1) year, on the dates and at the times, stated in Section 2 above ("Initial Term"), unless sooner terminated or extended hereunder or as provided by law. Beginning on April 1, 2012, and the first day of April each year thereafter for any Renewal Term, Licensee shall pay to the Licensor the sum of Two Hundred dollars (\$200.00) for the use of the Licensed Premises ("License Fee"). The License Fee shall be paid annually, either by wire transfer, automated clearing house, or by check. The manner and address of such payment may from time to time be modified by written notice from the Licensor to Licensee, without demand, deduction, setoff or counterclaim, except as hereinafter specifically provided. If

Licensor shall at any time or times accept payment after such payment becomes due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute, or be construed as a waiver of any or all of the Licensor's rights hereunder. If payment is not timely made, then this License shall be automatically revoked without further action of Licensor, and Licensee, for itself, its sellers and exhibitors, agrees to immediately cease use of the Licensed Premises. In addition, the Licensee agrees to reimburse the Department of Parks and for the salary of any Arlington Public Schools' or County's custodian on duty during the sale.

4. Right to Renew. So long as this License has not terminated, or the Licensee is not in default under the terms of the License beyond any applicable notice and cure period and, subject to the termination provisions in Section 6 herein, this License shall be automatically renewed for successive one (1) year terms. Each renewal period shall hereinafter be referred to as the "Renewal Term". The Initial Term and any Renewal Term are collectively referred to hereafter as the "Term".

5. Prohibited Uses.

A. Licensee shall neither itself, nor permit others to: (i) include as part of the Market any outdoor displays associated with motor vehicle dealerships; (ii) sell alcohol within the Licensed Premises; (iii) store, or allow others to store, overnight any equipment, goods, products, storage containers, furniture or tents, on the Property or Licensed Premises for events occurring on consecutive days; (iv) install within the Licensed Premises any permanent improvements or fixtures, or construct any permanent structure including, but not limited to, buildings or fences; (v) park, or permit others to park, within the Property or Licensed Premises, the following types of vehicles as defined in Virginia Code §46.2-100: automobile or water craft transporters, camping trailers, mobile homes, motor homes, school buses, semi-trailers, tractor trucks and trailers; (vi) park, or permit others to park, buses within the Property or Licensed Premises; (vii) park or permit others to park motor vehicles on the Property or Licensed Premises which vehicles are leaking gas, oil, refrigerants or any hazardous materials; or (viii) perform any motor vehicle maintenance or repair work in the Property or Licensed Premises; (ix) strip, overload, damage, or deface the Licensed Premises; (x) willfully make void or voidable any insurance on the parking garage, the Licensed Premises or the activities in connection with this License; (xi) permit any illegal, unlawful, or improper activity in the Licensed Premises; or (xii) display on the Licensed Premise any placard, sign, lettering, or awning without prior approval of the Licensor.

B. Licensee shall neither itself, nor permit sellers or others to set up their Market Display before 12:01 a.m. on the Market day, or any time prior to the time specified in Exhibit B attached hereto.

6. Termination.

A. Notwithstanding anything herein to the contrary, the Licensor and Licensee each have the right to terminate this License at any time, without cause and without penalty, by providing thirty (30) days, prior written notice of such termination to the non-terminating party. If Licensee fails to terminate its use of the Licensed Premises and to vacate all areas of the Licensed Premises on the termination of this License, then Licensee shall be deemed a trespasser. Thereafter, Licensor may immediately remove Licensee and Licensee's (and others) property from the Licensed Premises, at Licensee's sole risk and expense. Notwithstanding any provision in this License to the contrary, the Licensor has the unilateral right to temporarily or

permanently close the Licensed Premises in the interest of public health, safety and welfare, without liability of the Licensor to the Licensee or to others.

B. This License shall automatically terminate upon: (i) the failure of Licensee to timely pay the License Fee or all applicable taxes; (ii) the expiration or non-renewal of any applicable zoning, special use or special event permit; or (iii) the violation of any applicable federal, state or local health, safety and welfare laws, rules, orders, ordinances and regulations.

C. Promptly upon the termination of this License for any reason, at the end of any required notice period, and promptly by 3 p.m. on each Saturday, as the case may be, Licensee, at its sole expense, shall remove all Market Displays from the Licensed Premises and restore the Licensed Premises to a condition equal to that which existed immediately prior to the commencement of each Market day. If Licensee has not removed all Market Displays from the Licensed Premises by 6 p.m. on each Saturday, or upon the expiration of this License, or at the end of any notice period, then the Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the Licensed Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

D. The County Manager, or her designee, is authorized by the Licensor to exercise the Licensor's rights to terminate this License and to take other actions to enforce the Licensor's rights hereunder.

7. Emergency - Risk or Hazard to the Public Health, Safety or Welfare. Notwithstanding any provision herein to the contrary, if, at any time, Licensor, including without limitation police, fire, building or health officials, determines, in their sole discretion, that the existence of the Market on the Licensed Premises poses a risk or hazard to the public health, safety or welfare, or is immediately needed for parking, then the Licensee shall, upon receipt of written notice from Licensor, or in the event of a weather or other type of emergency, upon verbal notice by police, fire or other emergency officials, immediately remove the Market Displays, at Licensee's sole expense. If Licensee has not removed the Market Displays within one (1) hour after Licensor's notice has been deemed given, or within one (1) hour after receipt of Licensor's notice, in case of an emergency as determined by the Licensor, then Licensor may terminate this License without liability whatsoever to Licensor. Thereafter, Licensor, in addition to exercising any other legal or equitable remedies available to Licensor, may remove the Market Displays and restore the Licensed Premises. Licensee agrees to promptly pay to the Licensor the cost to remove the Market Displays and Licensor's cost to restore the Licensed Premises.

8. Removal of Trash and Debris from the Licensed Premises. Licensee shall continuously remove all trash and debris, and shall clean up all spills of all substances from the Licensed Premises during each Market Time Period. Licensee, at all times, shall maintain the Licensed Premises in a clean, safe and sanitary condition, and shall not cause any waste or injury thereto. At the end of each Market Time Period, the Licensee shall remove all trash, debris and recycle materials from the Licensed Premises and Property, as required in Exhibit B – Rules of Operation and Compliance, and shall return the Licensed Premises and Property to the same condition in which it was found at 12:01 a.m. prior to the sale.

9. Damage or Loss. Licensee, and not the Licensor, shall be solely responsible for any damage to, or loss of, any and all personal property in the Market and in the Market Displays within the Licensed Premises. Licensee shall give the Licensor prompt written notice

of any accidents on or damage to the Licensed Premises, in accordance with the notice provisions provided in Section 15 herein.

10. No Liability, Indemnification.

A. All personal property of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, sellers, vendors, and guests in and on the Licensed Premises, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. The Licensor shall not be liable to any such person or entity for any loss, damage, stolen or destroyed personal property. In addition, the Licensor shall not be liable for any personal injury or bodily injury to the above described persons and entities. The Licensee hereby agrees to defend, indemnify and hold harmless the Licensor and its elected and appointed officials, officers, employees, contractors and agents from any liability, cost and expenses for personal injury and for property damage including, without limitation, lost, stolen, damaged or destroyed personal property.

B. Licensee acknowledges that Licensor, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, whether special, consequential or punitive damages, as a result of any claim relating to this License or to the use of the Licensed Premises by the Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, sellers, vendors or guests.

C. Licensee hereby agrees to defend, indemnify and hold harmless Licensor, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property; which occurs in any part of the Licensed Premises and is caused by negligence or willful misconduct of Licensee, its employees, agents, contractors, business invitees, licensees, customers, clients, sellers, vendors, and guests. The indemnification in this section shall survive the expiration or termination of this License.

11. Insurance.

A. Licensee, at its sole cost and expense, shall obtain and maintain a policy of commercial general liability insurance from an insurance carrier satisfactory to the Licensor, providing coverage for claims arising from, or in connection with, the exercise of the use and permissions granted hereunder to Licensee, for personal injury, death, property damage or loss suffered by any person or entity, with a minimum coverage of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance coverage shall protect the persons and entities indemnified under Section 10 of this License from liability. Licensee shall maintain such insurance coverage in full force and effect continuously at all times throughout the Term and for one (1) year thereafter. The insurance policy and policy limits shall neither operate as a limit of Licensee's liability to the Licensor under this License, nor as a limit of Licensee's duty of indemnification hereunder.

B. Prior to the Effective Date of this License, and at the beginning of each year thereafter throughout the Term and for one (1) year thereafter, Licensee shall furnish the Licensor with certificates of insurance indicating that the insurance is prepaid for a one year policy period, that it insures all activities contemplated under this License, and that it contains a thirty (30) day notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage except in the event of nonpayment of premium in which case such notice provision shall be ten (10) days. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any insured party under the policy. No provision contained in this License shall act as a waiver of any rights of subrogation of the insurance company which is the primary insurer for the Licensor.

C. The insurance hereby required to be carried by Licensee shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-VII in the A.M. Best Rating Guide. Such insurance shall (i) contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) name the Virginia State Highway and Transportation Commissioner, the Commonwealth of Virginia, Department of Highways and Transportation, the Licensor, and their respective officials, agents, members and employees, and any others listed herein as additional insureds and loss payees; and (iii) provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days' prior written notice to the Licensor except in the event of nonpayment of a premium, in which case such notice provision shall be ten (10) days. On or before the Effective Date and, thereafter, not less than thirty (30) days before the expiration date of the insurance policy, a certificate of insurance, together with evidence satisfactory to the Licensor of the payment of all premiums for such policy, shall be delivered to the Licensor. The Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensee hereunder and the certificate of insurance must so state. Coverage afforded under this section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors and agents.

D. The following definition of the term "Licensor" applies to all insurance policies issued in fulfillment of Licensee's obligations contained in this License:

"The County Board of Arlington County, Virginia, its officers, elected and appointed officials, employees, agents and contractors, and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly or hereinafter 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 or Arlington County Constitutional Officers."

E. All insurance policies and certificates of insurance hereby required of Licensee shall be endorsed to include the following provision:

16. No Partnership or Lease. The Parties agree that nothing contained in this License shall be deemed or construed as creating: (i) a partnership or joint venture between the Parties; (ii) a leasehold interest in the Licensed Premises; or (iii) the relationship of landlord and tenant between the Parties.

17. Taxes. Licensee, its exhibitors and sellers, shall each pay all applicable state and local taxes, including but not limited to, business, professional and occupational license ("BPOL") taxes regarding the sale of goods and products. BPOL taxes, and all other County taxes, shall be paid directly to the Treasurer of Arlington County, Virginia.

18. Appropriation of Funds. Notwithstanding any provision of this License, all of Licensor's duties and obligations under this License 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.

19. No Rights in Third Parties. The Parties hereto mutually agree that no provision of this License shall create in the public, or in any person or entity other than those signing this License 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 License or otherwise.

20. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this License to the contrary, Licensor shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third party or parties from any liability whatsoever.

21. Approval of License by Licensee and Licensor. If this License is not approved by the County Board, and is not executed and delivered by authorized persons on behalf of each Party, then no liability whatsoever shall accrue to the Licensor or Licensee, and the Licensor and Licensee shall have no obligations whatsoever to each other.

22. Survival. Expiration or termination of this License for any cause shall not release either party from any liability that, at the time of termination, has already accrued to it or that may thereafter accrue with respect to acts or omission made prior to such termination, and shall not affect in any way the survival of any right or obligation of either party which is expressly or implicitly stated in this License to survive termination hereof.

23. Compliance with Laws. In performing its obligations under this License, Licensee shall comply with applicable federal, state, and local laws, ordinances, regulations, policies and procedures.

24. Entire Agreement/Applicable Law. This License contains the entire agreement of the Parties hereto with respect to the subject matter hereof. All representations, inducements, or agreements, oral or otherwise, between the parties not contained in this License shall be of no force and effect. This License shall not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Licensor and Licensee. This License shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The courts of Arlington County, Virginia, shall be the proper forum for any disputes arising hereunder. All legal actions and suits arising out of this License shall be brought in the General District Court of Arlington County, Virginia and in no other court.

25. Recitals. The Recitals set forth above are incorporated into this License.

26. Effective Date. This License shall not become effective unless and until the County Board approves this License, and it is signed on behalf of the Licensor, after this License is first signed on behalf of the Licensee. This License shall be effective on the date when it is last signed by all of the Parties ("the Effective Date").

WHEREFORE, this License Agreement is executed by persons duly authorized to bind the Parties.

WITNESS:

LICENSEE: THE CIVITAN CLUB OF ARLINGTON,
VIRGINIA, INC.,
a Virginia corporation

BY: _____

David Stahl

TITLE: _____

Treasurer

DATE: _____

3/13/2012

WITNESS:

LICENSOR: THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

BY: _____

TITLE: _____

DATE: _____

Approved as to form:

County Attorney

Exhibit A
Vicinity Map
The plat depicts the Licensed Premises
(To be attached)

Civitan Flea Market

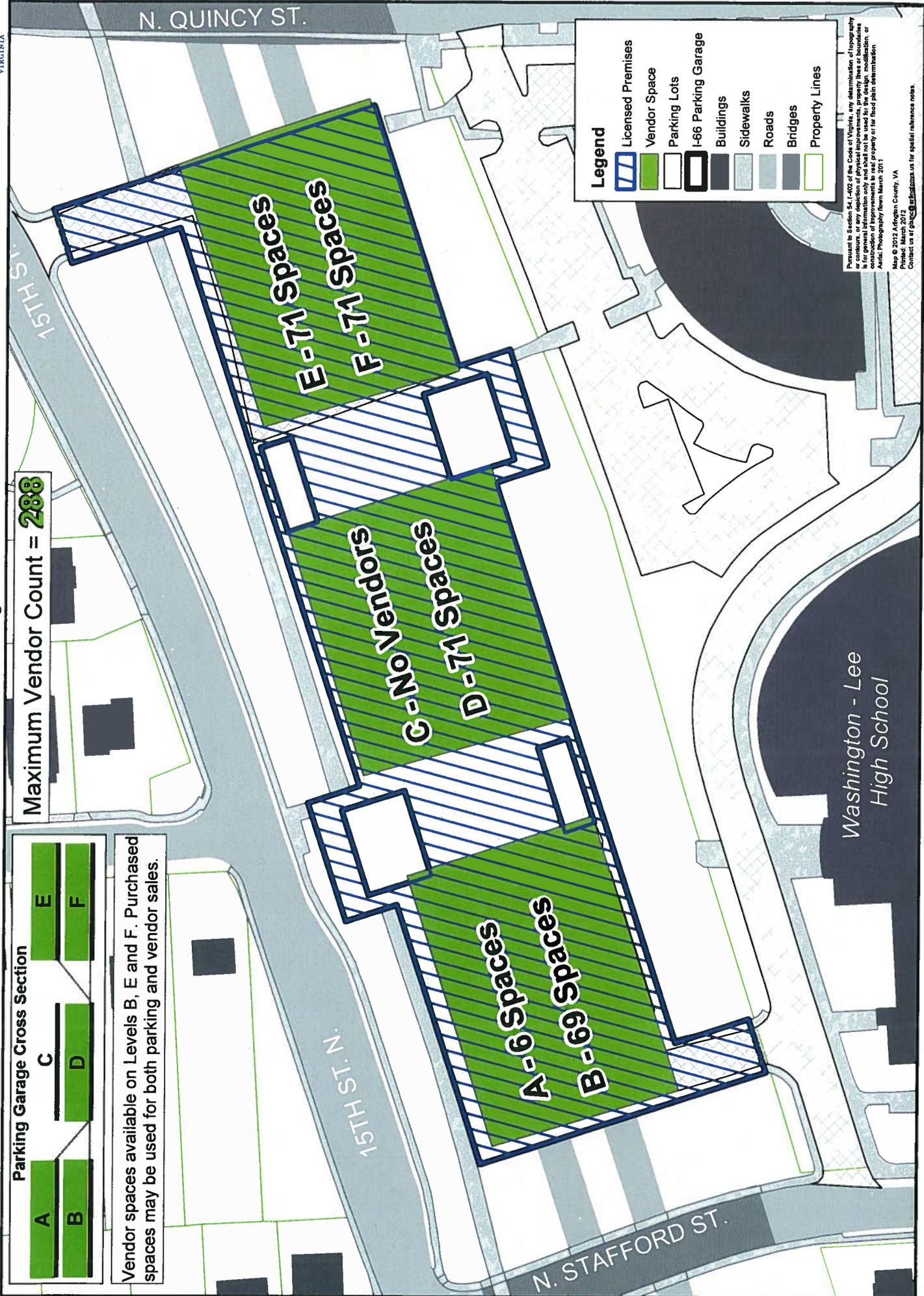
License Agreement



Maximum Vendor Count = **288**



Vendor spaces available on Levels B, E and F. Purchased spaces may be used for both parking and vendor sales.



Legend

- Licensed Premises
- Vendor Space
- Parking Lots
- I-66 Parking Garage
- Buildings
- Sidewalks
- Roads
- Bridges
- Property Lines

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 in the design, modification, or construction of any project. The user assumes all responsibility for the final plan determination.

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ARLINGTON COUNTY, VA

Exhibit B
Rules of Operation and Compliance

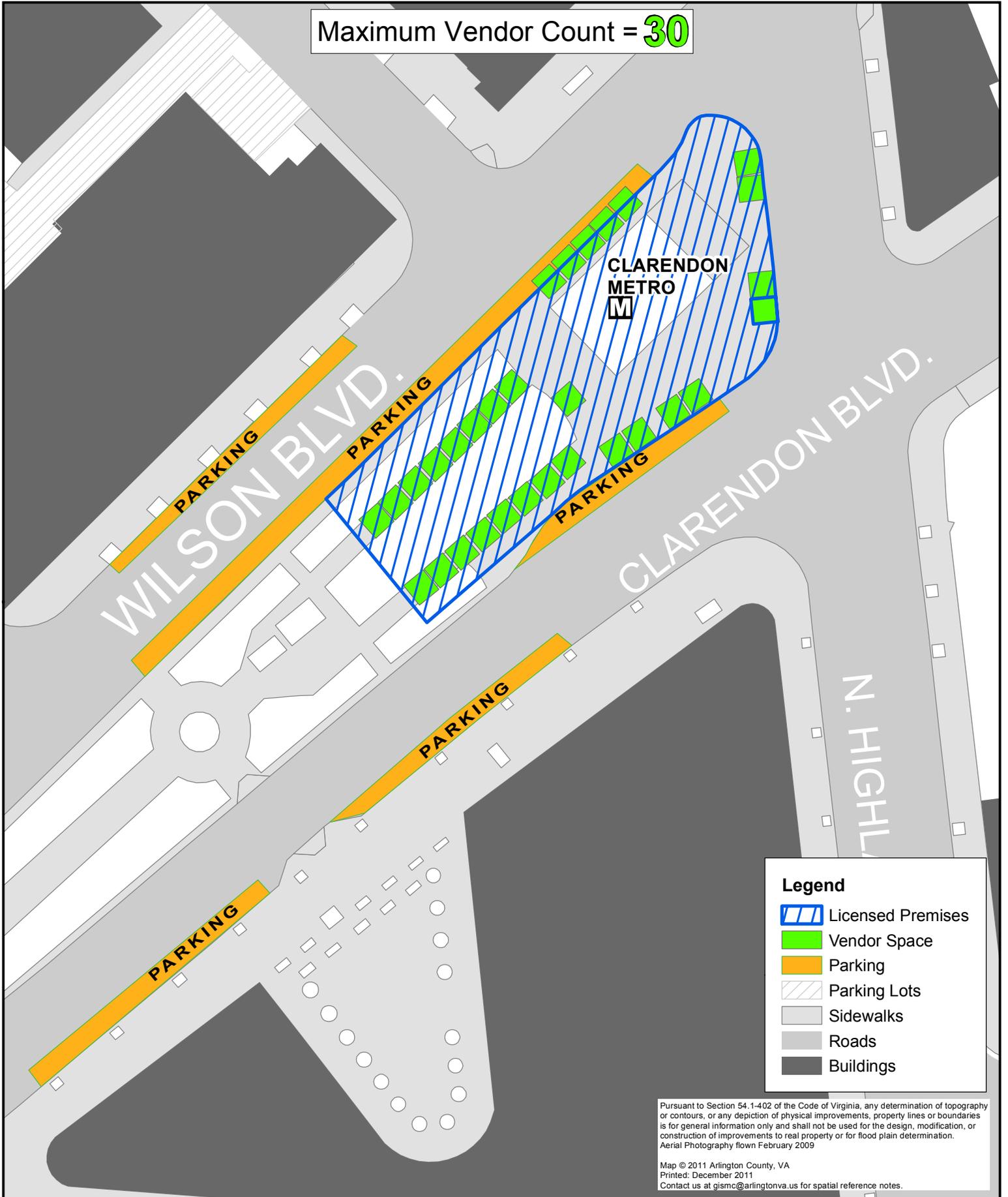
1. The Licensee agrees that the hours of operation for the Market shall be limited to Saturdays only, between the hours of 7:00 a.m. to 1:30 p.m. However, the sellers and exhibitors may setup their Market Displays, at 12:01 a.m. (and no earlier, as provided in Section 5 herein) and the sellers and exhibitors must clean up the Licensed Premises and depart by 6 p.m. From 1:30 p.m. to 2:30 p.m. on Saturdays, Licensee agrees to inspect and ensure that all trash, debris and spills of all substances are removed from the Licensed Premises or placed in trash/recycle receptacles designated by Lessor on Exhibit A, hereto.
2. The Licensee agrees to work with the surrounding neighborhoods, and the County, to provide adequate signs, but only as permitted by local laws, ordinances and regulations, including, but not limited to, the Zoning Ordinance, at appropriate locations identifying the location of the Market and directing sellers and patrons into appropriate legally permissible parking areas. Such signage shall be approved by the County Manager, or her designee, consistent with the sign ordinance prior to Licensee's use of the Licensed Premises.
3. Upon the commencement of the Initial Term, the Licensee agrees to identify a person who will serve as liaison to the community throughout the operation of the Market use. The liaison's name shall be submitted to DES Facilities Maintenance, Zoning Administrator and to the Cherrydale Civic Association and Ballston-Virginia Square Civic Association(s) prior to Licensee's use of the Licensed Premises.
4. The Licensee agrees to meet all applicable County requirements and work cooperatively in doing so with the Police Department, the Fire Department, the Community Code Enforcement Office, the Department of Environmental Services, and DES-Facilities Maintenance.
5. The Licensee agrees to provide all sellers associated with the Market, including all sellers who have not previously participated in the Market at this location, with a document that lays out the preferred approach routes for vehicles and identifying major arterial roadways to avoid the use of neighborhood residential streets. This document shall be provided to the Zoning Administrator for approval at least two (2) weeks prior to the Licensee's use of the Licensed Premises, and any renewals thereof, and shall then be provided to the Cherrydale and Ballston Virginia-Square Civic association(s) prior to Licensee's use of the Licensed Premises.
6. The Licensee agrees to take all practical measures to encourage the use of public transportation and to encourage customer parking in adjacent parking facilities as designated in the parking plan. The Licensee agrees that such measures will include, but will not be limited to verbal and written documents (including maps) directing patrons to the Metro access points, public transportation and public parking garages in the area.

7. The Licensee agrees to comply with, among other ordinances, the requirements of the County's Noise Ordinance. The Licensee agrees to ensure that no amplified sound that can be heard beyond the perimeter of the Market site shall be allowed at any time. In any case, no amplified sound of any kind, including music or announcements shall be used on the day of operation of the Market prior to 7:00 a.m., if the Market operates on weekdays, or 10 a.m., if the Market operates on Saturdays, Sundays or County holidays.
8. In the event of a conflict or inconsistency between these Rules and any provisions, requirements or conditions of the Special Use Permit authorizing the use of the Licensed Premises for a Market, the provisions, requirements and conditions of the Special Use Permit shall prevail.

Clarendon Farmers' Market

License Agreement

Maximum Vendor Count = **30**



Legend

-  Licensed Premises
-  Vendor Space
-  Parking
-  Parking Lots
-  Sidewalks
-  Roads
-  Buildings

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. Aerial Photography flown February 2009

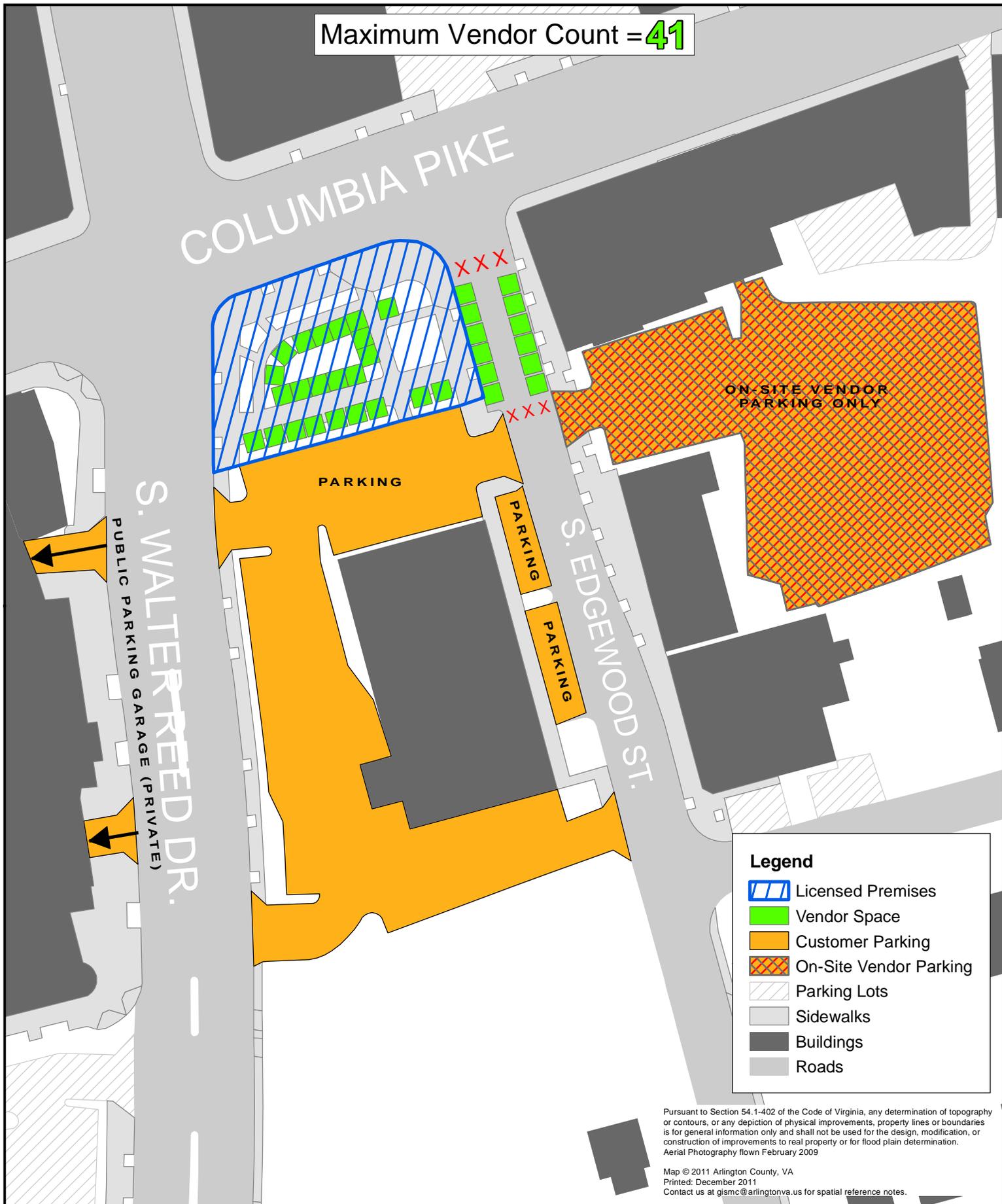
Map © 2011 Arlington County, VA
Printed: December 2011
Contact us at gismc@arlingtonva.us for spatial reference notes.

Columbia Pike Farmers' Market

License Agreement



Maximum Vendor Count = **41**



Legend

- Licensed Premises
- Vendor Space
- Customer Parking
- On-Site Vendor Parking
- Parking Lots
- Sidewalks
- Buildings
- Roads

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.
Aerial Photography flown February 2009

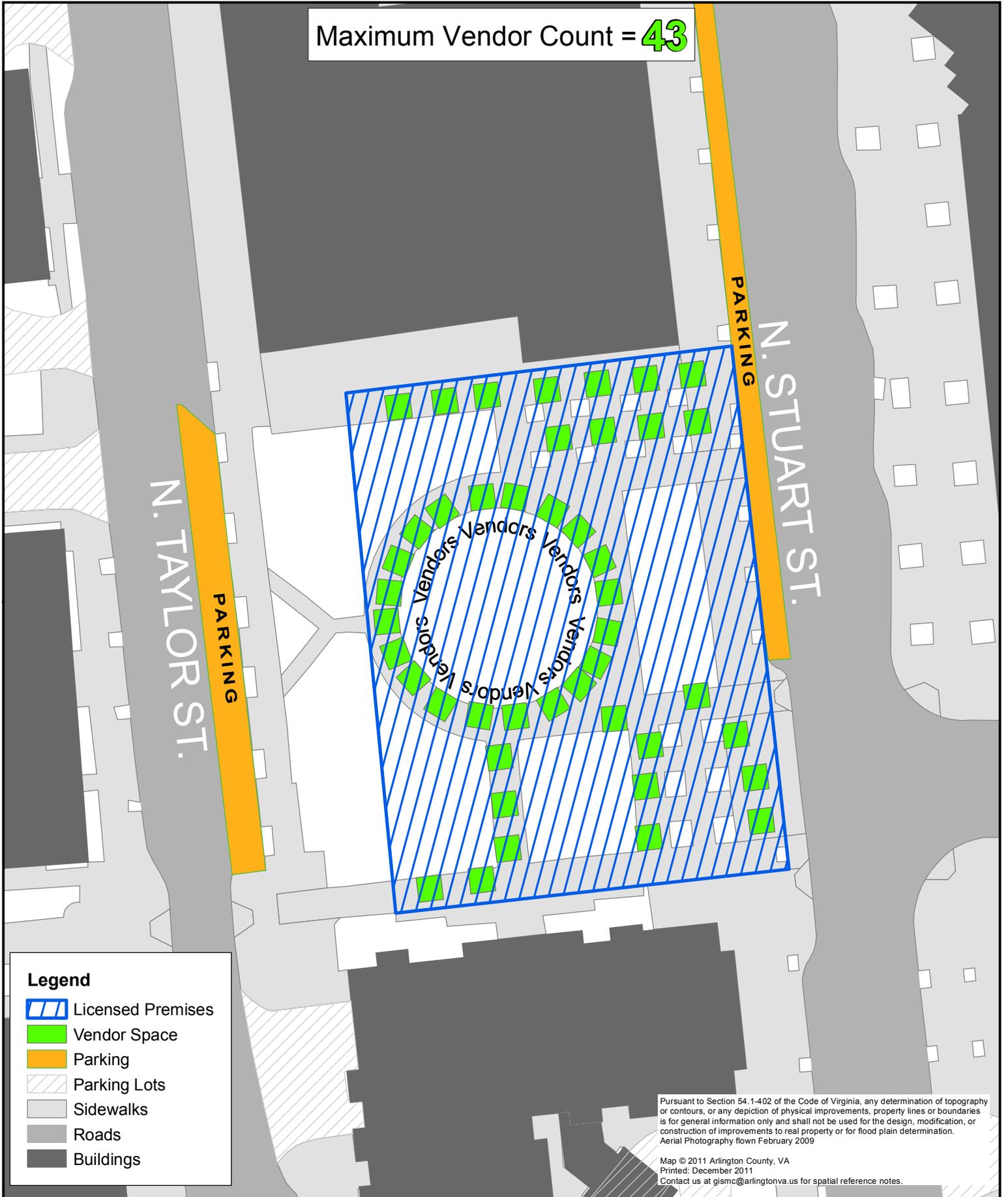
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Ballston Farmers' Market

License Agreement

Maximum Vendor Count = **43**



Legend

-  Licensed Premises
-  Vendor Space
-  Parking
-  Parking Lots
-  Sidewalks
-  Roads
-  Buildings

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. Aerial Photography flown February 2009

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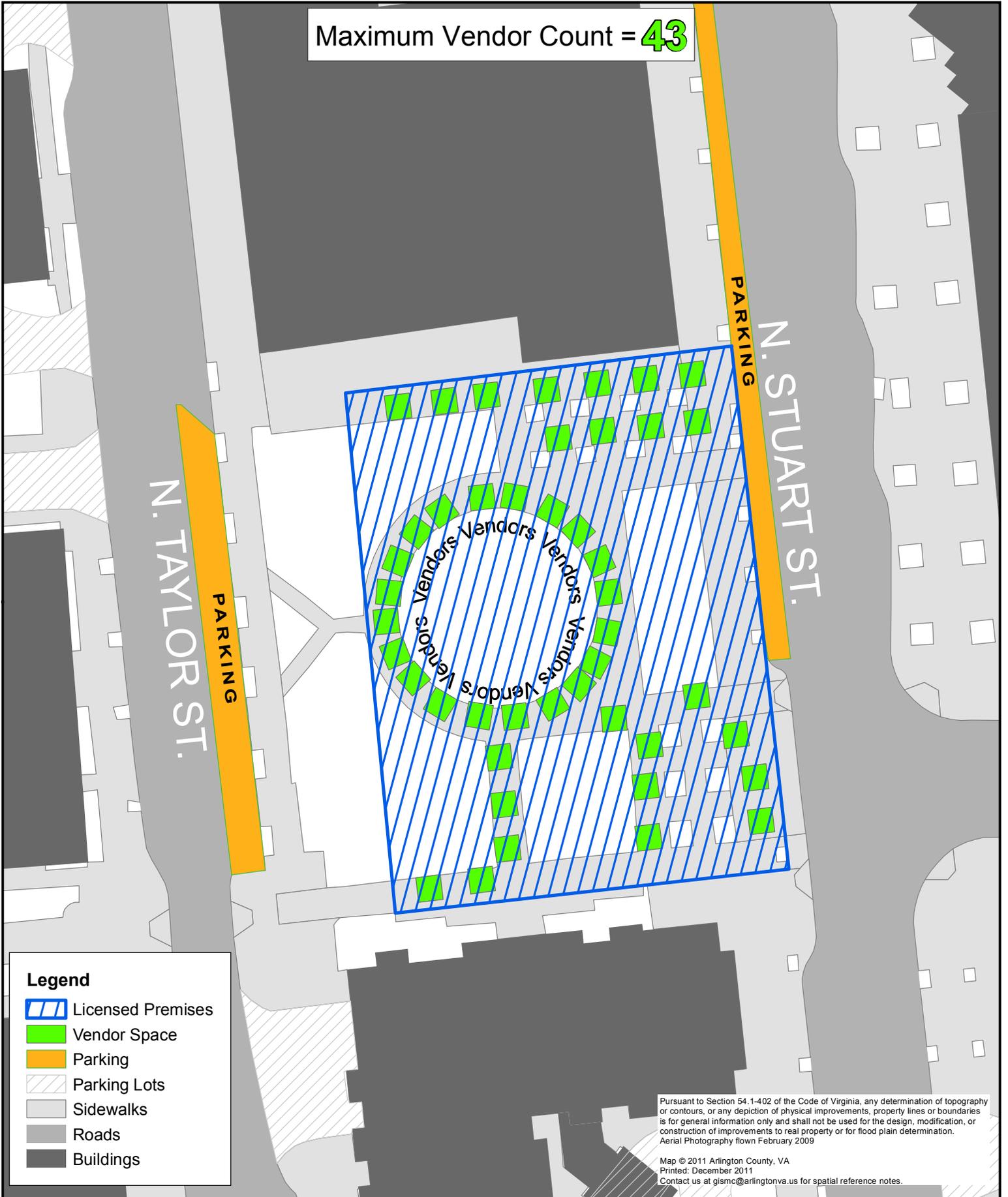
Ballston Arts & Crafts Market

License Agreement

Attachment 4



Maximum Vendor Count = **43**



Legend

- Licensed Premises
- Vendor Space
- Parking
- Parking Lots
- Sidewalks
- Roads
- Buildings

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ARLINGTON COUNTY, VA

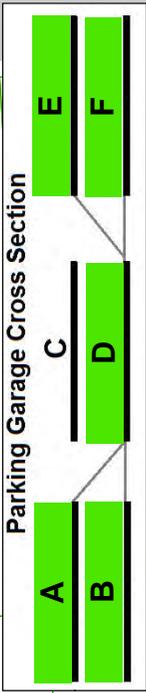


Civitan Flea Market

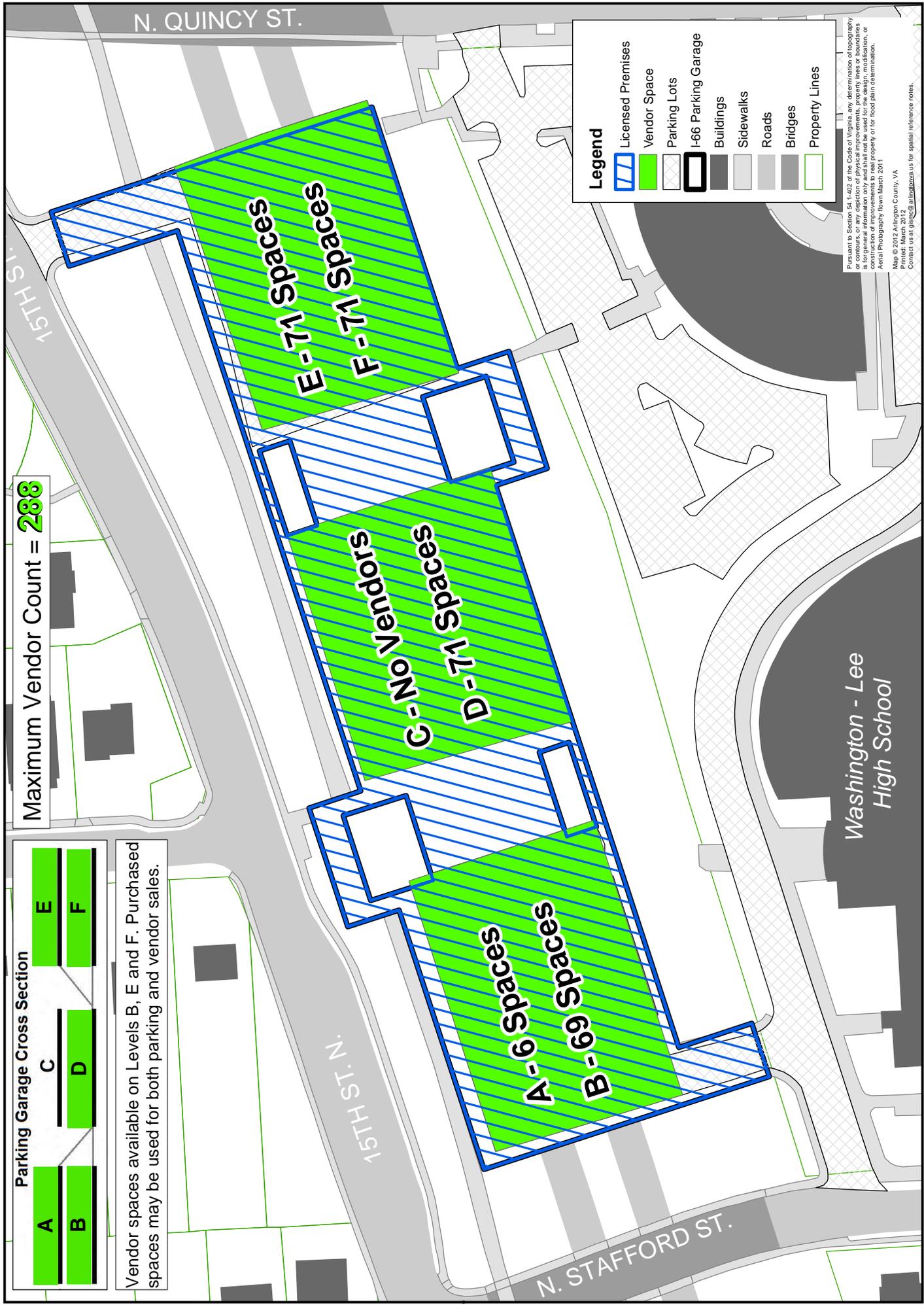
License Agreement



Maximum Vendor Count = **288**



Vendor spaces available on Levels B, E and F. Purchased spaces may be used for both parking and vendor sales.

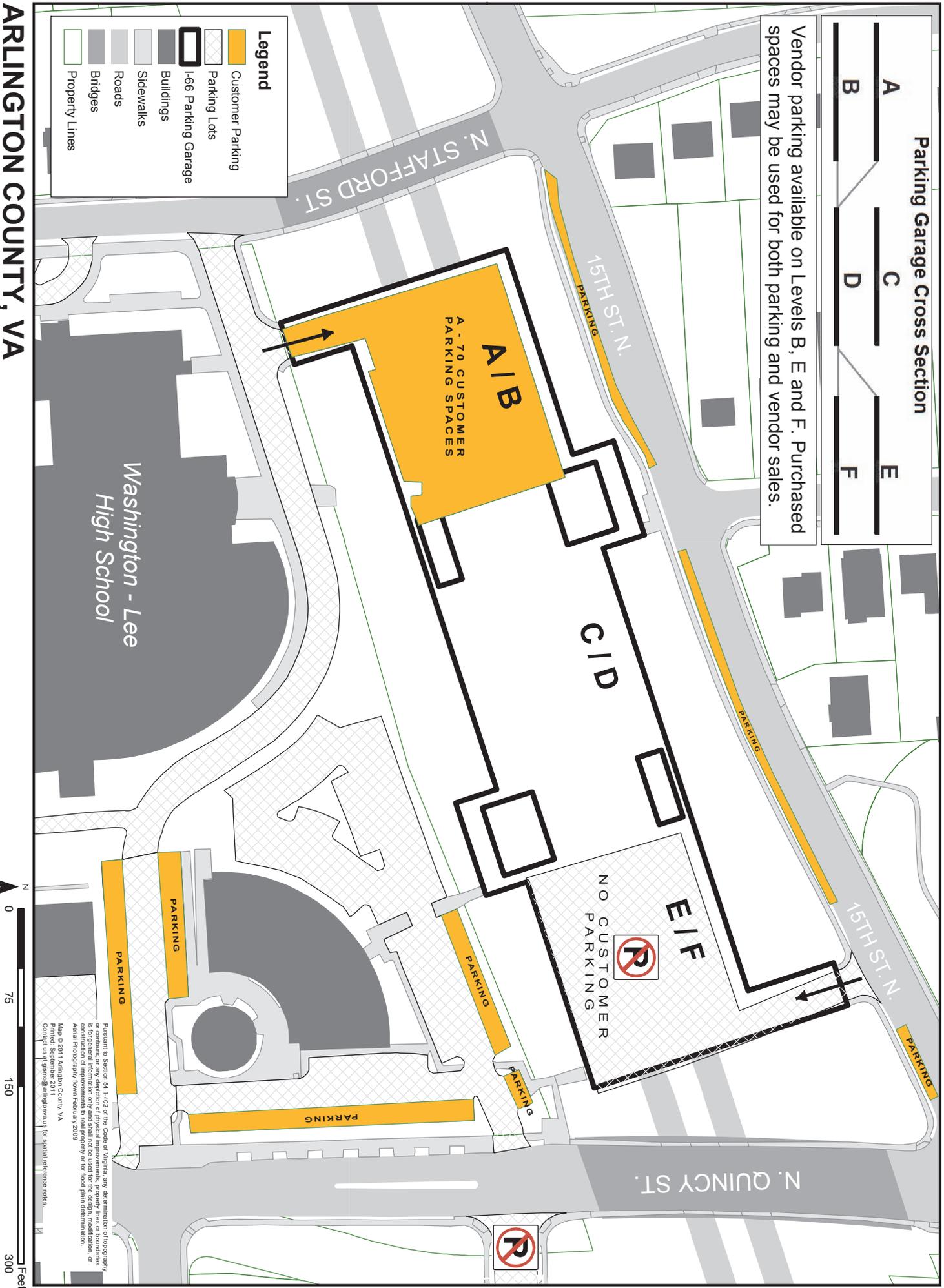
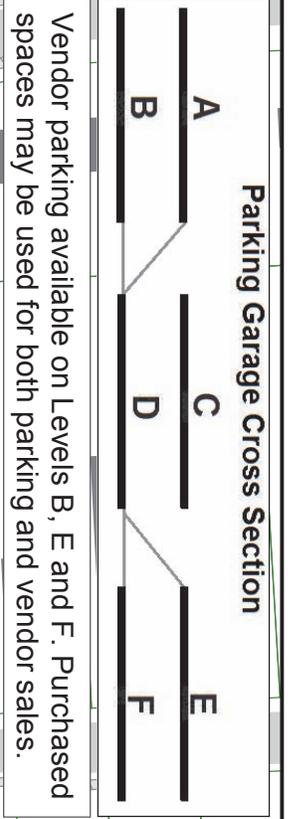


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 Aerial Photography from March 2011
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 Printed March 2012
 Contact us at grc@arlingtonva.us for special reference notes.



Civitan Flea Market

Parking Map



ARLINGTON COUNTY, VA

Washington - Lee
High School



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