

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is dated as of the ____ day of _____, 2007, among THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate (the "Licensor" or "County Board"); and GEORGE CONTIS (the "Licensee").

WHEREAS, by virtue of an instrument recorded in Deed Book 4104 at Page 1644 among the land records of Arlington County, Virginia, Licensor is the owner, in fee simple, of a parcel of real estate, with improvements thereon, and appurtenances thereto, located in Arlington County, Virginia, and more particularly described in the legal description attached hereto as "Exhibit A," RPC # 17010010 (the "County Parcel");

WHEREAS, as of the date of this Agreement, the County Parcel has not been dedicated to public use;

WHEREAS, by virtue of three instruments recorded in Deed Book 1983 at Page 1767, Deed Book 2018 at Page 1223, and Deed Book 2041 at Page 685, respectively, all among the land records of Arlington County, Virginia, Licensee is the owner, in fee simple, of five parcels of real estate, and appurtenances thereto, located in Arlington County, Virginia, and more particularly described in the legal descriptions attached hereto as "Exhibit B", RPC #s 17010022, 17010030, 17010023, 17010009, and 17010008 (the "Contis Parcels");

WHEREAS, the Contis Parcels abut the County Parcel; and

WHEREAS, Licensee desires, as a part of its development of the Contis Parcels pursuant to Administrative Regulation 4.1 Site Plan Number 409 ("SP #409"), permission from the Licensor for Licensee to use, on a temporary basis, the County Parcel: 1) to construct and install public structures and facilities, including, but not limited to, public street, plaza areas, sidewalk, curb and gutter, required by SP #409 as approved by the County Board of Arlington County on _____ (the "Public Improvements"); and, 2) for the placement

of temporary construction trailers, parking, storage and staging of equipment and materials to be used by the Licensee, its authorized employees, contractors, subcontractors, and agents solely for the construction of buildings and infrastructure authorized or required to be constructed by SP #409, 3) for parking for Licensee, its authorized employees, contractors, subcontractors and agents.

WITNESSETH:

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, construction and dedication of a public road, known as the North Quinn Street extension between Wilson Boulevard and Clarendon Boulevard, by Licensee as required by Condition _____ of SP #409, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Licensed Premises. Licenser hereby grants to Licensee the permission to use, upon the terms hereinafter provided, the County Parcel, as the same is described in "Exhibit A," attached hereto.

2. Term. The term of this Agreement ("Term") shall begin on the date that the first clearing and grading permit is issued by the County to Licensee for the development of the Contis Parcels pursuant to SP #409 (the "Commencement Date"). Unless terminated sooner as provided hereunder, the Term shall continue until such time as the County accepts the Public Improvements, and other public improvements to be constructed by Licensee pursuant to SP #409 (the "Expiration Date"), as such acceptance is evidenced by the release of the required bond by the County Subdivision and Bonds Administrator.

3. Permitted Uses. Licensee is permitted to use, on a temporary basis, the County Parcel as follows:

- (a) to construct and install the Public Improvements; and,
- (b) for the placement of temporary construction trailers, parking and storage of equipment and materials to be used by the Licensee, its authorized employees, contractors, subcontractors, and agents, solely for the construction of buildings and infrastructure authorized or required to be constructed by SP #409 located adjacent to and abutting the County Parcel. Licensee shall also be permitted to secure by fencing (or otherwise) the

Contis Parcels together with the County Parcel. Notwithstanding the foregoing, Licensee shall not be permitted, nor shall Licensee permit others, to store, use, or bring hazardous or toxic wastes or substances, including asbestos, regulated by the most stringent applicable Federal, State or Local environmental, health, and safety laws, regulations, ordinances, or standards, onto the County Parcel during the Term, except as may be permitted by such regulation. Licensee shall be responsible, at its sole cost and expense, to remediate any and all environmental contamination caused or permitted to be caused by Licensee.

Subsections (a) and (b) of this Section 3 are jointly hereinafter referred to as "Permitted Uses."

4. License Fee. No additional license fee shall be charged to Licensee by Licensor in addition to the consideration enumerated elsewhere in this Agreement.
5. Access to Licensed Premises. During the Term, Licensee shall access the County Parcel only from public streets and public rights-of-way and the Contis Parcels.
6. Construction and Installation of Public Structures and Facilities; Right-of-way Permit Waiver. Licensee shall construct and install any and all public structures and facilities, including, but not limited to, the Public Improvements, and all other improvements required to be constructed by Licensee pursuant to SP #409. As additional consideration for permission to use the County Parcel, the Licensee, for itself, its authorized employees, contractors, subcontractors, and agents, hereby waives the right to apply for and obtain permits, under Chapter 22 of the Arlington County Code, for use of Wilson Boulevard or Clarendon Boulevard adjacent to the Contis Parcels, to perform any of the Permitted Uses for which the County Parcel may be used pursuant to this Agreement. Notwithstanding the foregoing, the portion of public right-of-way abutting and lying immediately to the west of one of the Contis Parcels, known as RPC# 17040022, said public right-of-way being more particularly shown on the attached "Exhibit C," shall not be subject to such waiver by Licensee. This waiver shall not operate to limit Licensee's right to apply for and obtain permits, under Chapter 22 of the Arlington County Code, for the temporary use of the Wilson Boulevard and/or Clarendon Boulevard right-of-way for the purposes of: 1) accessing utilities that cannot otherwise be accessed from the County Parcel; 2) as constructing and installing infrastructure required under SP #409, including, but not limited

to utilities, sidewalks, curb and gutter improvements; and, 3) temporary deliveries that cannot be made to the County Parcel. Nothing in this Agreement shall relieve, or be construed to relieve, the Licensee, its authorized employees, contractors, subcontractors, and agents, of the obligation to complete the construction and installation of all Public Improvements, and all other public structures and facilities, required to be constructed and installed by Licensee by SP #409, in a timely and workmanlike manner.

7. Utilities.

(a) Licensee shall not enter upon or disturb any portion of the County Parcel or any portion of the Contis Parcels within five (5) feet, in any horizontal or vertical direction, of any public utility, except as specifically authorized by the Licensor and as necessary for Licensee, its authorized employees, contractors, subcontractors, or agents to implement the Public Improvements, including the installation of utilities. Such five (5) feet shall be measured from the outermost limits of any public utility, related component or related facility to the ground-disturbing activity.

(b) Licensee, at its sole cost and expense, shall promptly repair all damage to any and all utilities and related facilities located on, or installed within, the County Parcel caused by any Permitted Uses or entry upon the County Parcel by the Licensee, its authorized employees, contractors, subcontractors, and agents.

8. Additional Approvals. No provision of this Agreement is intended or shall be construed to relieve the Licensee, its authorized employees, contractors, subcontractors, and agents, from their independent obligation to obtain all required permits and comply with all applicable laws, ordinances and regulations.

9. No Warranty of Condition or Suitability. THE LICENSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR FITNESS OF ANY PART OF THE COUNTY PARCEL, FOR ANY PARTICULAR PURPOSE, OR THE SUITABILITY OF ANY PART OF THE COUNTY PARCEL FOR THE PURPOSES OR NEEDS OF THE LICENSEE. THE LICENSEE IS SATISFIED THAT THE LICENSED PREMISES ARE SUITABLE AND FIT FOR THE PERMITTED USES.

10. Licensee's Contractors and Subcontractors.

(a) Prior to commencement of any work or activities within the County Parcel by a contractor or subcontractor of Licensee, the Licensee shall deliver to the Licensor evidence that the contractor or subcontractor maintains the same or additional insurance coverage as Licensee is herein required to maintain pursuant to this Agreement. In no event shall such contract or subcontract relieve Licensee of any of its obligations, responsibilities or liabilities under this Agreement.

(b) Licensee agrees to promptly pay, and require its authorized employees, contractors, subcontractors, and agents to pay all persons supplying labor, services and materials in the performance of any and all current and future work performed by or on behalf of Licensee within the County Parcel.

(c) Licensee, for itself, its authorized employees, contractors, subcontractors, and agents, shall indemnify and hold harmless Licensor and the elected and appointed officials, officers, employees, agents, contractors, subcontractors, service providers, utility providers, other licensees, and invitees of Licensor, individually and collectively, from and against any and all claims, suits, actions damages, liabilities, costs, expenses, affidavits, or liens asserted by any person, firm or corporation on account of, or arising out of, any work performed within or upon the County Parcel, on account of, or arising out of any labor, material or services furnished to Licensee or to said authorized employees, contractors, subcontractors, and agents during the performance of the construction and installation of the Public Improvements, and other public improvements required to be constructed by Licensee within the County Parcel pursuant to SP #409, or any other of Licensee's work and against any claim for injury or death to persons or damage to any property.

11. Discharge of Liens. If any lien, encumbrance or charge is asserted, filed, or recorded, or any judgment, decree, order, levy or process of any court or governmental body is entered, made or issued, or any claim (such liens, encumbrances, charges, judgments, decrees, orders, levies, processes and claims, whether or not valid, being herein collectively referred to as "Liens"), related to the work to be performed by Licensee, its authorized employees, contractors, subcontractors, and agents, whether or not valid, is made against the County Board or the County Parcel or any part thereof or the interest therein, or against

any payment or other amounts payable under this Agreement, then the Licensee forthwith upon receipt of notice of the filing, assertion, entry or issuance of such lien (regardless of the source of such notice) shall give written notice thereof to the Licensor. Licensee, at its sole cost and expense, promptly shall take all actions (including the payment of money, the securing of a bond, and court actions or suits) as may be necessary to obtain the discharge in full of the lien and to remove or nullify the basis therefore. Nothing contained in this Agreement shall be construed as constituting the express or implied consent to or permission of the Licensor for the performance of any labor or services or the furnishing of any materials that would give rise to any lien against any portion of the County Parcel. All of Licensee's obligations and liabilities set forth in this Section 11 shall survive the expiration or termination of this Agreement.

12. No Liability, Indemnification.

(a) The existence and use of all real and personal property of Licensee, its authorized employees, contractors, subcontractors, and agents, in and/or on the County Parcel, shall be and remain, under any and all circumstances, at the sole risk and responsibility of the Licensee. The Licensor shall not be liable to any person or entity for any damage to, or loss of such property, or for any loss, damage or expense of any kind or nature caused, directly or indirectly, by the entry upon or the use of the County Parcel, the construction and installation of the Public Improvements, and other public improvements required to be constructed by Licensee within the County Parcel pursuant to SP #409, or by any delay or failure to provide any such construction and installation, or by any interruption of service or loss of use thereof or for any loss of business or delays in construction and installation howsoever caused, except to the extent solely caused by the gross negligence or willful misconduct of Licensor, its elected and appointed officials, officers, employees, contractors and agents. The Licensee hereby covenants to defend, indemnify and hold harmless Licensor and its elected and appointed officials, officers, employees, contractors, agents and successors and assigns from all liability, costs and expenses for lost, stolen, damaged or destroyed real and personal property arising out of the entry upon, or use of, the County Parcel pursuant to the terms of this Agreement by the Licensee, its authorized employees, contractors, subcontractors, and agents, except to the extent solely caused by the gross negligence or willful misconduct of Licensor its elected and appointed officials,

officers, employees, contractors and agents.

(b) Licensee acknowledges and agrees that Licensor, its elected and appointed officials, officers, employees, contractors, agents and successors and assigns shall neither be liable for, nor responsible for, any damages, special, consequential, punitive or otherwise, as a result of any claim relating to this Agreement or Licensee's, its authorized employees, contractors, subcontractors, and agents, use of, or entry upon, the County Parcel pursuant to the terms of this Agreement.

(c) Licensee hereby covenants 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 resulting from the work to be performed by Licensee pursuant to the terms of this Agreement:

(i) which occurs in or on any part of the County Parcel, or

(ii) which is caused by negligence or willful misconduct of Licensee, its authorized employees, contractors, subcontractors, and agents.

(d) All of Licensee's obligations and liabilities set forth in this Section 12 shall survive the expiration or termination of this Agreement.

13. Insurance.

(a) Licensee or its contractors, at its sole expense, shall obtain and maintain a policy of commercial general liability insurance from an insurance carrier satisfactory to Licensor, providing coverage for claims arising from or in connection with the exercise of the permission granted hereunder by Licensee for personal injury, death, property damage or loss suffered by any person, or entity with a minimum of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance coverage shall protect the persons and entities indemnified under Section 12 of this Agreement 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 Licensor under this Agreement, nor

as a limit of Licensee's duty of indemnification hereunder.

(b) Prior to the Commencement Date of this Agreement, and at the beginning of each year thereafter throughout the Term and for one (1) year thereafter, Licensee shall furnish Licensor with certificates of insurance indicating that the insurance is prepaid for a one year policy period, that it insures all activity contemplated under this Agreement, 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 Agreement shall act as a waiver of any rights of subrogation of the insurance company which is the primary insurer for Licensor.

(c) The insurance required to be carried by Licensee herein 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; and

(ii) name Licensor and others listed hereinafter as additional insureds and loss payee; 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 Licensor except in the event of nonpayment of premium in which case such notice provision shall be ten (10) days. On or before the Commencement 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 Licensor of the payment of all premiums for such policy, shall be delivered to Licensor. 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; and

(iv) provide liability coverage through its contractors for completed operations for a period of two years following completion of Public Improvements, and other other public improvements to be constructed by Licensee pursuant to SP #409.

(d) The following definition of the term "Licensor" applies to all policies issued under this Agreement:

"The County Board of Arlington County, Virginia and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body 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 required of Licensee hereunder shall be endorsed to include the following provision:

"It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia."

(f) Prior to entry upon the County Parcel by Licensee, its authorized employees, contractors, subcontractors, and agents, the Licensee shall deliver to the Licensor evidence that the contractor or subcontractor maintains the same or additional insurance coverage as Licensee is herein required to maintain pursuant to this Section 13.

14. No Permanent Rights. Licensor and Licensee acknowledge that this Agreement is for Licensor to grant a license, as mere permission, to Licensee for Licensee's use and benefit. The parties agree that there is no intention whatsoever to grant to Licensee, its successors in title or interest, or to any other person or entity, any permanent rights or legal interests, of any kind, in the County Parcel or in Licensor's personal property.

15. Default. The term "Default," as used herein, shall mean any violation or failure by

the Licensee to perform any of the conditions, covenants, obligations or agreements of this Agreement. In the event of Default, Licensee shall be and remain liable to Licensor for all monetary and other damages, liabilities, costs, and expenses arising from such Default. In the event of Default, this Agreement shall, at the option of Licensor, terminate, provided that any such violation or failure to perform any of such conditions, covenants, obligations or agreements shall continue for a period of sixty (60) days after written notice thereof has been delivered by Licensor to Licensee. If this Agreement should terminate by reason of the Licensee's Default, then Licensor shall have the right to prevent Licensee's entry to or access upon the County Parcel and to immediately remove, at the Licensor's sole option, and at the Licensee's sole cost, risk, and expense, any or all of the property of Licensee located upon the County Parcel.

16. Agreement to Pay Attorneys' Fees and Expenses. Licensee shall pay to Licensor all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Licensor in prevailing in a judicial proceeding to enforce any of the provisions of this Agreement, unless the judicial proceeding results in a final order or judgment dismissing with prejudice the action or suit filed by the Licensor. All of the sums paid or obligations incurred by Licensor as aforesaid, shall be paid by Licensee to Licensor within fifteen (15) days after written demand by Licensor. All of Licensee's obligations and liabilities set forth in this Section 16 shall survive the expiration or termination of this Agreement.

17. Termination. Except as otherwise specifically provided herein as surviving the expiration or termination of this Agreement, and notwithstanding any other conditions to the contrary, if the Licensee violates or fails to meet any requirement of this Agreement, any County permit, ordinance, or any other agreement between the Licensee and the County related to the work authorized by SP #409, then Licensor shall provide Licensee with written notice of such violations or failures. If the Licensee's violation or failure continues for sixty (60) days from the date the Licensor sends the written notice of violation or failure to the Licensee, then the Licensor shall have the right to terminate this Agreement immediately or at any time thereafter, without penalty and without any liability whatsoever to Licensor, provided, however, that the notice and cure periods provided herein are not inconsistent with the requirement, permit, ordinance, or agreement violated

by the Licensee.. If Licensee fails to terminate its use of the County Parcel on the Expiration Date or upon the earlier termination of this Agreement, then Licensee shall be deemed a trespasser, except that the parties agree that the public structures and facilities, including, but not limited to public street, sidewalk, curb and gutter, required to be constructed by Licensee within the County Parcel pursuant to SP #409, shall remain in place and shall not be removed by Licensee following termination of this Agreement and that such circumstances will not be considered a trespass. The Licensor has the right to temporarily or permanently close the County Parcel, in the interest of public health, safety and welfare, without any liability whatsoever to the Licensor or others. Except as otherwise may be provided in other agreements between the parties, the Licensee may terminate this Agreement at any time prior to commencing the construction and installation of the public structures and facilities, including, but not limited to public street, sidewalk, curb and gutter, required to be constructed by Licensee within the County Parcel pursuant to SP #409.

18. Inspection of Licensed Premises. The Licensor, its employees, contractors, subcontractors, and authorized agents, shall have the non-exclusive right, at all reasonable times during the Term, to enter upon the Contis Parcels and the County Parcel to conduct all required, necessary, or other inspections deemed prudent in Licensor's sole discretion. Such inspections shall include, but not be limited to, examination and inspection of the construction and installation of the public structures and facilities, including, but not limited to public street, sidewalk, curb and gutter, required to be constructed by Licensee within the County Parcel pursuant to SP #409, and the work related thereto, including the work relating to structures on the Contis Parcel. Any such examination or inspection shall not be express or implied acceptance or approval by Licensor of the work performed.

19. Notices. All notices or other communications hereunder shall be in writing and shall be either hand delivered, sent by commercial courier (such as Federal Express) or sent by United States registered or certified mail, return receipt requested, at the following addresses or such other address hereafter provided by notice to the other party:

If to Licensor:

Arlington County
Department of Environmental Services
Division of Engineering & Capital Projects

Real Estate Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, VA 22201
Attn: Real Estate Bureau Chief

If to Licensee:

Any party may, by notice given at least five (5) days before such change becomes effective, designate a new address to which such notices shall be sent. Notice shall be deemed effective when delivered.

20. No Partnership, Joint Venture, Lease, or Easement; Use by Licensor. The parties hereby agree that nothing contained in this Agreement shall be deemed or construed as creating a partnership; joint venture; the relationship of landlord and tenant between Licensor and Licensee; an ownership, leasehold interest, easement, or other property right in any portion of the County Parcel. Licensor, its employees, authorized contractors and subcontractors, shall have the right, at all times, to enter upon and use the County Parcel.

21. Role of the Licensor/Licensor Decisions; No Waiver.

(a) The execution of this Agreement on behalf of the Licensor shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, or for any other governmental approval or consent required to be obtained by Licensor. Whenever, in this Agreement, Licensor is required to join in, consent, give its approval, or otherwise act under this Agreement, it is understood that such obligations are meant to apply to the Licensor acting in its capacity as a Licensor and not in its capacity as a governing authority or local governing body. Nothing in this Agreement shall be construed to waive any of Licensor's powers, rights or obligations as a governing authority of local governing body, whether or not affecting the County Parcel, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever.

(b) No provision of this Agreement is intended to, or shall be construed as,

relieving the Licensee of its independent obligations: to construct the Public Improvements, and other public improvements required to be constructed by Licensee pursuant to SP #409; obtain all required permits and approvals; obtain all required insurance; and complete such Public Improvements as required by the County.

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

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

24. No Assignment or Transfer. The Licensee shall not at any time assign or transfer this Agreement, or sublicense all or part of the County Parcel, except that this Agreement may be assigned to Licensee's successors in title and interest. This Agreement shall be binding upon and inure to the benefit of the successors in title and successors in interest of the Licensee. All of Licensee's obligations and liabilities set forth in this Section 24 shall survive the expiration or termination of this Agreement.

25. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this Agreement 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.

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

27. Approval of Agreement by Licensor. This Agreement shall not become effective unless and until the County Board approves this Agreement and it is signed on behalf of the Licensor. If this Agreement is not approved by the County Board and executed by an authorized person, then no liability whatsoever shall accrue to the Licensor or Licensee and the Licensor and Licensee shall have no obligations whatsoever to each other.

28. Survival. Expiration or termination of this Agreement 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 Agreement to survive termination hereof.

29. Entire Agreement/Applicable Law. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof. The parties expressly acknowledge and represent that they have not relied on any oral or written representations, warranties, promises, statements, covenants or agreements, express or implied, direct or indirect, given or made by or on behalf of the other, except those representations, if any, expressly contained herein. This Agreement 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 Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. All legal actions instituted by Licensor or Licensee concerning this Agreement shall be filed solely in the Arlington County General District or Circuit Court and in no other court.

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

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and delivered as their respective acts, intending to be legally bound by its terms.

LICENSOR: **THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA**

BY: _____

NAME: _____

TITLE: _____

DATE: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me by _____,
on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body
corporate, this _____ day of _____, 200__.

Notary Public

My Commission expires: _____

LICENSEE:

GEORGE CONTIS

DATE:

STATE/Commonwealth of _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me by GEORGE CONTIS, this
____ day of _____, 200__,

Notary Public

My Commission expires: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

EXHIBIT A

COUNTY PARCEL LEGAL DESCRIPTION

All that certain lot or parcel of land, lying and being in Arlington County, Virginia, shown on the Plat entitled: "Plat Showing The Acquisition For Public Street, Sidewalk, Utilities And Drainage Purposes of Lot 9 and Part Lot 11, Block 1, Wharton's Addition to Fort Myer Heights, D.B. M-4, PG. 557, and D.B. 782, PG. 530, Arlington County, Virginia", prepared by VIKA Engineering, Inc. on September 29, 2005, and approved by the Subdivision & Bonds Administrator on October 19, 2005 attached as Exhibit "A" and described as: "All of Lot 9 and the western one-half of the frontage by the entire depth thereof of Lot 11, Block 1, Wharton's Addition to Fort Myer Heights, as the same appears duly dedicated, platted and recorded among the Arlington County, Virginia land records in Deed Book M-4, Page 557 and Deed Book 782, Page 530," and more particularly described by the following metes and bounds description: "Beginning at an iron pipe, said iron pipe lies in the north right of way line of "Clarendon Boulevard", (60 ft. wide, previously known as 17th St. N.), common corner of Lots 9 & 7, Block 1, Wharton's Addition to Ft. Myer Heights, thence departing said north line of Clarendon Boulevard and continuing with the east line of Lot 7, Block 1, Ft. Myer Heights N 8° 50' 00" W, 131.00 ft. to the common corner of Lots, 9, 7, 6 & 8, Block 1, said corner is in a fence post; thence continuing with the south line of Lot 8 and 25 ft. of the south line of Lot 10, Block 1, N 81° 10' 00" E 75.00 ft. to an iron pipe; Thence departing the said south line of Lot 10, Block 1, Wharton's Addition to Ft. Myer Heights and continuing through Lot 11, 25' east of the east line of Lot 9, Block 1, S 8° 50' 00" E, 131.00 ft. to an iron pipe lying in the north line the aforesaid Clarendon Boulevard; thence continuing 30' from and parallel to the center line of Clarendon Boulevard, S 81°, 10' 00" W 75.00 ft. to the point of beginning and containing 9,825 square feet, more or less."

EXHIBIT B

CONTIS PARCELS LEGAL DESCRIPTION

RPC #s 17010009, 17010022, & 17010030

Lots 10, 12, 13 and the Easterly 1/2 by the full depth thereof of Lot 11, Block 1, Wharton's Addition to Fort Myer Heights as the same appears duly dedicated, platted, and recorded in Deed Book M-4, at Page 557, among the land records of Arlington County, Virginia.

RPC # 17010023

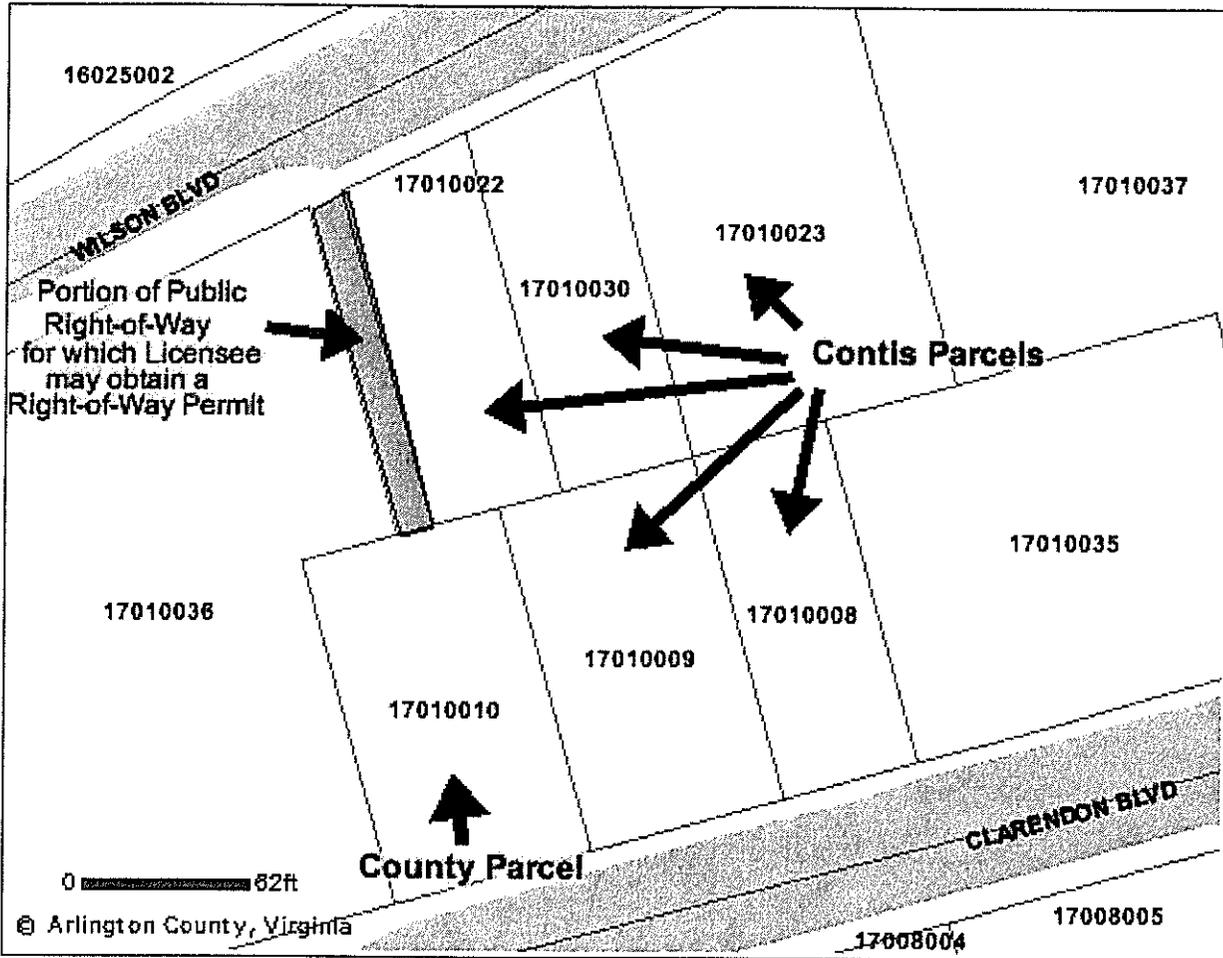
*All of Lots Fourteen (14) and Sixteen (16), in Block numbered 1, of the Subdivision known as Wharton's Addition to Fort Myer Heights, in accordance with a plat thereof recored in Deed Book M, No. 4, at page 557, of the land records of Arlington County Virginia, being the same property conveyed to Jeffrey J. Mercer, et ux, by Deed from Carmelina D. Puglisi, Executrix of the Estate of Anthony J. Puglisi, dated July 29, 1980, and recorded in the Clerk's Office of the Circuit Court of Arlington County, Virginia.

RPC # 17010008

Lot Fifteen (15), Block One (1), Wharton's Addition to FORT MYER HEIGHTS, as the same appears duly dedicated, platted and recorded in Deed Book M-4, at page 557, among the land records of Arlington County, Virginia.

AND BRING the same property conveyed to the party of the first part by Deed recorded in Deed Book 342, at page 262, among the aforesaid County land records.

EXHIBIT C





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