



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of June 13, 2020

DATE: June 5, 2020

SUBJECT: Amended and Restated License Agreement by and between the County Board of Arlington County, Virginia, as Licensor, and Greater Washington Educational Telecommunications Association, Inc. (WETA), as Licensee, for temporary use of the County-owned parcel known as 3514 S. Four Mile Run Drive, Arlington, Virginia, RPC No. 29-022-002.

C. M. RECOMMENDATION:

1. Approve the attached Amended and Restated License Agreement by and between the County Board of Arlington County, Virginia, as Licensor, and Greater Washington Educational Telecommunications Association, Inc. ("WETA"), as Licensee, for temporary use of the County-owned parcel known as 3514 S. Four Mile Run Drive, Arlington, Virginia, RPC No. 29-022-002; and
2. Authorize the Real Estate Bureau Chief, or his designee, to execute the Amended and Restated License Agreement and any related documents, on behalf of the County Board, subject to approval of such Amended and Restated License Agreement, as to form, by the County Attorney.

ISSUES: There are no outstanding issues regarding the Amended and Restated License Agreement.

SUMMARY: Upon approval and execution of the Amended and Restated License Agreement, the original License Agreement between WETA and the County Board dated November 20, 2015 will be amended to relocate the parking spaces currently licensed for use by WETA on the County-owned LaPorte parcel to the County-owned parcel known as 3514 S. Four Mile Run Drive. The relocation of the parking spaces is needed to facilitate work on the County Department of Parks and Recreation ("DPR") Phase I improvements to Jennie Dean Park. The amended initial term of the Amended and Restated License Agreement will commence of July 1, 2020 and is for 1 year. Upon the expiration of the initial term, the Amended and Restated License Agreement, like the original License Agreement, will be automatically extended for

County Manager:

MJS / Mic

County Attorney:

14.

Staff: Tim O'Hora, DES-Real Estate

additional terms of one year each. Either party may terminate the Amended and Restated License Agreement for any reason by providing at least 30 days written notice to the other. However, upon the sale of WETA's studio property to the County and the execution of a Lease-Back Lease of such property from the County to WETA, the term of the Amended and Restated License will be deemed automatically extended, without a County right of termination, until the expiration or earlier termination of the Lease-Back Lease. The compensation to the County for the Amended and Restated License Agreement will be in the form of 12, 15-second promotional underwriting credit spots on WETA's radio programs during each calendar year.

BACKGROUND: On November 20, 2015, WETA and the County entered into a License Agreement by which the County granted a license to WETA for the use, on a temporary basis, of a portion of the County-owned LaPorte Property for employee and licensee parking. The County subsequently acquired the property located at 3514 S. Four Mile Run Drive (RPC No. 29-022-002), and the County and WETA have now agreed to move the location of the parking spaces licensed by the County for use by WETA from the LaPorte site to the property located at 3514 S. Four Mile Run Drive and to amend certain other terms of the original License Agreement by the attached Amended and Restated License Agreement. The relocation of the licensed parking spaces is needed to facilitate work on the DPR Phase I improvements to Jennie Dean Park.

DISCUSSION: The proposed Amended and Restated License Agreement will amend the original License Agreement by relocating the parking spaces currently being used by WETA on the County-owned LaPorte parcel, just down the street to the County-owned parcel known as 3514 S. Four Mile Run Drive. The relocation of the parking spaces has been requested by DPR to facilitate work on the Phase I improvements to Jennie Dean Park.

The initial term of the Amended and Restated License Agreement will commence of July 1, 2020 and is for 1 year. At the expiration of the initial term, the Amended and Restated License Agreement, consistent with the original License Agreement, will be automatically extended for additional terms of one year each. Either party may terminate the Amended and Restated License Agreement for any reason by providing at least 30 days written notice to the other. However, upon the sale of WETA's studio property to the County and the execution of a Lease-Back Lease of such property from the County to WETA, the term of the Amended and Restated License will be deemed automatically extended, without a County right of termination, until the expiration or earlier termination of the Lease-Back Lease.

The compensation to the County for use of the parking spaces under the Amended and Restated License Agreement will be in the form of 12, 15-second promotional underwriting credit spots (i.e., for County public service or promotional messages) on FM radio programming during each calendar year of the term of the Amended and Restated License Agreement. The content of each underwriting credit spot must be created by the County and must in all respects be compliant with FCC and WETA rules and guidelines, as determined by WETA. The dates and times of the underwriting credit spots are to be coordinated between County staff and WETA, but ultimately the date and time of air shall be determined by WETA.

PUBLIC ENGAGEMENT:

Level of Engagement:

- Communicate. This level of engagement is appropriate because the Amended and Restated License Agreement will just relocate an existing license use from one County-owned property to another nearby County-owned property.

Outreach Methods:

- Public notice was given in accordance with the Code of Virginia. Notices were placed in the May 19, 2020, and the May 26, 2020, issues of the Washington Times for the June 13, 2020, County Board Meeting.

Community Feedback:

- As of the date of this Board Report, staff has not received any negative feedback related to the proposed Amended and Restated License Agreement.

FISCAL IMPACT: There is no fiscal impact associated with the Amended and Restated License Agreement. Under the terms of the Amended and Restated License Agreement, WETA, as Licensee, continue to pay no monetary compensation to the County for use of the licensed area parking spaces. The County will be entitled to in-kind use of 12, 15-second promotional underwriting credit radio spots during each year of the term of the Amended and Restated License Agreement.

AMENDED AND RESTATED LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT (the “**Agreement**”) is dated as of the ____ day of _____, 2020, among THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate (the “**Licensor**” or “**County**”); and GREATER WASHINGTON EDUCATIONAL TELECOMMUNICATIONS ASSOCIATION, INC., a District of Columbia non-profit corporation (the “**Licensee**”). The Licensor and the Licensee are sometimes hereinafter jointly referred to hereinafter as the “**Parties**”.

RECITALS:

WHEREAS, the County is the owner, in fee simple, of certain parcels of real estate, with improvements thereon, and appurtenances thereto, located in Arlington County, Virginia, known as the “**Laporte Property**” (currently designated as RPC Nos. 29-022-006, 29-022-008, 29-022-009 and 29-022-010), by virtue of a deed recorded in Deed Book 3326, at Page 829, among the land records of Arlington County, Virginia;

WHEREAS, the County is also the owner, in fee simple, of that certain 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 No. 29-022-002), by virtue of a deed dated August 24, 2018, and recorded as Instrument Number 20180100015266 among the land records of Arlington County, Virginia (the “**County Parcel**”);

WHEREAS, the County and Licensee entered into a License Agreement, dated November 20, 2015 (the “**Original Agreement**”), by which the County granted a license to Licensee for the use, on a temporary basis, of a portion of the Laporte Property for employee and Licensee parking; and

WHEREAS, the County and Licensee wish to amend the Original Agreement to change the location of the Licensed Area from being a portion of the Laporte Property, to being the entirety of the County Parcel, and to further amend and modify certain other

terms and conditions of the Original Agreement, by amending and fully restating the Original Agreement in its entirety as follows:

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License and Licensed Area. Licensors hereby grants to Licensee the permission to use, on an exclusive basis, and upon other terms hereinafter provided, the area of the County Parcel, as depicted in "**Exhibit B**" attached hereto for the Permitted Uses described in Paragraph 3 of this Agreement. Such area is hereinafter referred to as "**Licensed Area**".

2. Term.

(a) The term of this Agreement ("**Term**") shall begin on July 1, 2020 (the "**Commencement Date**"). Unless extended or terminated sooner, as hereinafter provided, the Term shall end at 11:59 pm on the first anniversary of the Commencement Date (the "**Initial Term**"). After the Initial Term, the Term shall automatically be extended from year-to-year, without any necessary further action of the Parties. Provided, however, that either Party may, at any time, terminate this Agreement, by providing thirty (30) days prior written notice of such termination to the other Party (the "**Expiration Date**"). Notwithstanding the foregoing, upon the sale of Licensee's studio property to the Licensors and the execution of a Lease-Back Lease of such studio property from Licensors to Licensee, the Term and Expiration Date of this Agreement shall be deemed automatically extended, without a Licensors right of termination on thirty (30) days prior written notice, until the expiration or earlier termination of such Lease-Back Lease.

(b) Licensee shall have thirty (30) days from the Commencement Date of this Agreement to vacate all vehicle parking on the Laporte Property and to surrender use of the Laporte Property to the County free of vehicles, debris and trash.

3. Permitted and Prohibited Uses.

(a) Licensee is permitted to use, on a temporary and exclusive basis, the Licensed Area for off-street parking of the following categories of motor vehicles and no others: passenger cars, pickup trucks, panel trucks and motorcycles as defined in the Virginia Code Section 46.2-100. Such use is permitted to be exercised by the Licensee and its employees twenty-four (24) hours per day, seven (7) days per week.

(b) Licensee is prohibited from engaging in, performing, or permitting others to engage in or to perform, any work, including, without limitation, any vehicle maintenance or repair, or the sales of any goods or services, in the Licensed Area.

(c) Licensee shall not, and Licensee shall not permit others to, store, use, or bring into the Licensed Area, any 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 Licensed Area during the Term. Licensee shall, at its sole cost and expense, promptly remediate any and all environmental contamination within the Licensed Area, which contamination is caused or permitted to be caused by Licensee. The obligations of the Licensee under this Subsection 3(c) shall survive the expiration or earlier termination of this Agreement.

(d) Licensee and its employees authorized to park vehicles in the Licensed Area pursuant to this Agreement, shall not use any portions of the County Parcel lying outside of the boundaries of the Licensed Area for parking or any other purpose. Nothing shall preclude Licensee and its employees from parking in designated public parking spaces on or around the County Parcel.

(e) Before entry upon and use of the Licensed Area, and periodically thereafter, the Licensee shall notify all employees who are to use the Licensed Area for parking, in writing, of the applicable requirements, and prohibitions of this Agreement.

4. License Fee. As compensation for Licensee's use of the Licensed Area during the Term of this Agreement, Licensee shall provide to Licensor, during each calendar year of the Term, twelve (12) fifteen-second underwriting credit spots (i.e., County public service

or promotional messages) during Licensee's FM radio programming. The content of each underwriting credit spot shall be created by the County and shall in all respects be compliant with FCC and WETA rules and guidelines, as determined by WETA. The desired dates and times of the underwriting credit spots shall be discussed by County staff and the Licensee, and shall be considered by WETA in building the broadcast schedule, but ultimately the date and time of air shall be determined by WETA. If this Agreement is terminated prior to the end of the Initial Term or before any anniversary date of the end of the Initial Term, then the number of underwriting credit spots to be provided by Licensee to Licensor shall be prorated for such year by rounding up any partial accrual to a full underwriting credit spot. Upon any early termination, Licensor shall not be required to refund to Licensee the value of any used, but not accrued, underwriting credit spots.

5. Access (Ingress and Egress) to the Licensed Area.

(a) During the Term, Licensee shall have the right to enter and exit the County Parcel only through the ingress and egress points designated on Exhibit B.

(b) The ingress and egress points to the County Parcel, and areas of the County Parcel required for Licensee's ingress to, and egress from, the Licensed Area, shall be non-exclusive with respect to the Licensor. The Licensor shall have the right to share, with the Licensee, the use of any access point and the areas within the County Parcel required for ingress to, and egress from, the Licensed Area.

6. No Warranties of Licensor of Condition; Suitability

THE LICENSOR HAS NOT MADE, AND MAKES NO, REPRESENTATIONS OR WARRANTIES WHATSOEVER TO THE LICENSEE, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, FITNESS, OR SECURITY OF ANY PART OF THE LICENSED AREAS, FOR ANY PARTICULAR PURPOSE, OR THE SUITABILITY OF ANY PART OF THE LICENSED AREA FOR THE PURPOSES OR NEEDS OF THE LICENSEE. THE LICENSEE IS SATISFIED THAT THE LICENSED AREAS ARE SUITABLE AND FIT FOR THE PERMITTED USES.

7. No Liability; Indemnification.

(a) The use of Licensed Area and the County Parcel, and the existence of any personal property of Licensee or its authorized employees in and/or on the Licensed Area and County Parcel, shall be and remain, under any and all circumstances, at the sole risk and responsibility of the Licensee and its employees. The Licensor shall not be liable to any person or entity for any damage to, theft of, destruction of, or loss of any personal 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 Licensed Area, or by any interruption, obstruction of, or cessation of, access to the Licensed Area. 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 by the Licensee or its authorized employees.

(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 the entry upon, or use of, the County Parcel and Licensed Area by Licensee or its authorized employees.

(c) Licensee, for itself, and its authorized employees, agrees to 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, losses, or liens asserted by any person, firm or corporation on account of, or arising out of, entry upon and use of the County Parcel and Licensed Area, which entry or use results in any claim for personal injury, death or damage to any property.

(d) All of Licensee's obligations and liabilities set forth in this Section 7 shall survive the expiration or termination of this Agreement.

8. Insurance.

(a) Licensee shall obtain and maintain, at its sole expense, 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 (\$2,000,000.00) per occurrence. Such insurance coverage shall protect the persons and entities indemnified under Section 7 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, Licensee shall furnish Licensor with certificates of insurance indicating that the insurance is prepaid for a period through the Expiration Date of this Agreement, that the policy 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;

(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.

(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) The insurance policy 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."

9. Security Fencing, Signage and Towing.

(a) Licensee shall have the right to install security fencing around the County Parcel and signage relating to parking within the Licensed Area, to the extent that such security fencing and signage is consistent with all applicable laws, ordinances and regulations. Licensor, in its capacity as a property owner and not as a regulatory authority, shall provide reasonable assistance to Licensee with respect to such compliance obligations. Licensee shall be solely responsible for all current and future costs required to install, maintain, repair and, remove such security fencing and signage within the Licensed Area.

(b) Licensee shall be responsible for the towing of any vehicles not authorized to park in the Licensed Area. All signage shall be placed only within the Licensed Area. Licensee shall, upon an oral request from the Licensor, arrange for the prompt removal or towing of any type of vehicle not permitted to use the Licensed Area by Subsection 3(a) of this Agreement.

10. Additional Approvals; Compliance with Laws. No provision of this Agreement is intended or shall be construed to relieve the Licensee, or its authorized employees, from their respective independent obligations to obtain all required federal, state and local permits and to comply with all applicable federal, state and local laws, ordinances and regulations.

11. 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 Licensed Area or in the County Parcel.

12. Termination for Violation of Agreement. 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, then Licensor shall provide Licensee with written notice of such violation or failure. If the Licensee's violation or failure continues for ten (10) days after the date the Licensee receives the written notice of violation or failure, then the

Licensors shall have the right, by written notice to the Licensee, to terminate this Agreement immediately or at any time thereafter, without penalty and without any liability whatsoever to, or further obligation of, Licensors. 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. Upon the expiration Date, or earlier termination of this Agreement, Licensee shall, at its sole cost and expense, remove, or cause to be removed, all vehicles from the Licensed Area, and leave the Licensed Area in the condition required by Section 13 of this Agreement.

13. Condition of Licensed Area on Expiration Date/Termination. On the Expiration Date, or at the earlier termination of this Agreement, Licensee shall remove all improvements, including, but not limited to, security fencing and signage, made by Licensee to the Licensed Area, and shall leave the Licensed Area free of all vehicles, debris and trash.

14. Temporary or Permanent Closure by Licensors of Licensed Area. The Licensors has the right to temporarily or permanently close the Licensed Area, or any portion thereof, if the County Manager reasonably determines that such closure is necessary to protect the public health, safety or welfare.

15. 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 Licensors:	Arlington County Department of Environmental Services Real Estate Bureau 2100 Clarendon Boulevard, Suite 800 Arlington, VA 22201 Attn: Real Estate Bureau Chief
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If to Licensee:	Legal and Business Affairs Department WETA 3939 Campbell Avenue Arlington, VA 22206
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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 upon receipt.

16. No Partnership, Joint Venture, Lease, or Easement; Use by Licensors. The Parties 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 Licensors and Licensee; an ownership, leasehold interest, easement, or other property right in any portion of the County Parcel.

17. Role of the Licensors/Licensors Decisions; No Waiver. The execution of this Agreement on behalf of the Licensors 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 Licensors. Whenever, in this Agreement, Licensors 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 Licensors acting in its capacity as a Licensors. Nothing in this Agreement shall be construed to waive any of Licensors's powers, rights or obligations as a governing authority or 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. Nothing in this Agreement shall be construed to release the Licensee of its independent obligations to strictly comply with all applicable laws, ordinances, regulations, permits, and site plan provisions.

18. No Waiver of Sovereign Immunity by Licensors. Nothing in this Agreement, nor any action taken by Licensors 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 Licensors, or of its elected and appointed officials, officers and employees.

19. No Rights in Third Parties. The Parties 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.

20. No Assignment or Transfer. The permissions given to the Licensee by this Agreement are personal to the Licensee. This Agreement is non-transferable and non-assignable by the Licensee. No sublicense may be granted by the Licensee to others.

21. No Licensor 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, parties, or person from any liability whatsoever.

22. 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.

23. Approval of Agreement by Licensor. This Agreement shall not become effective unless and until this Agreement is signed by the Licensee, the County Board approves this Agreement, and this Agreement 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.

24. Survival. Expiration or termination of this Agreement, for any cause, shall not: (a) release either party from any liability that, at the time of termination, has accrued or that may thereafter accrue with respect to acts or omission made prior to such termination; or (b) affect the survival of any right or obligation of either party which is expressly or implicitly stated in this Agreement to survive termination hereof.

25. Entire Agreement/Applicable Law. This Agreement contains the entire agreement of the Parties 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 except 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.

26. Incorporation of Recitals and Exhibits. The Recitals and Exhibits are incorporated into this Agreement by this reference.

WITNESS the following signatures:

[Signatures appear on the following pages]

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 _____, 20____.

Notary Public


My Commission expires: _____

Approved as to form:

County Attorney

LICENSEE:

**GREATER WASHINGTON EDUCATIONAL
TELECOMMUNICATIONS ASSOCIATION, INC.,** a District
of Columbia non-profit corporation

By: 
Name: David Purvis
Title: CFO
Date: 5/22/2020

STATE/COMMONWEALTH OF Virginia
CITY/COUNTY OF Arlington

The foregoing instrument was acknowledged before me by David Purvis, ~~Lucian A. Hibbert~~, CH
the CFO of GREATER WASHINGTON EDUCATIONAL
TELECOMMUNICATIONS ASSOCIATION, INC., a District of Columbia non-profit
corporation, this 22 day of MAY, 2020.



Notary Public

My Commission expires: August 31, 2020

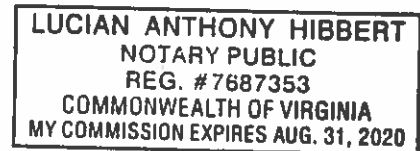


EXHIBIT A

COUNTY PARCEL LEGAL DESCRIPTION

Lots numbered Five (5) and Six (6), of the Subdivision known as Resubdivision of Lots 1 to 17, inclusive, Green Valley and Subdivision of property of W. S. Hoge, Jr., Trustee, as the same appears duly dedicated, platted and recorded in Deed Book 720, page 242, among the land records of Arlington County, Virginia.

RPC Number 29-022-002

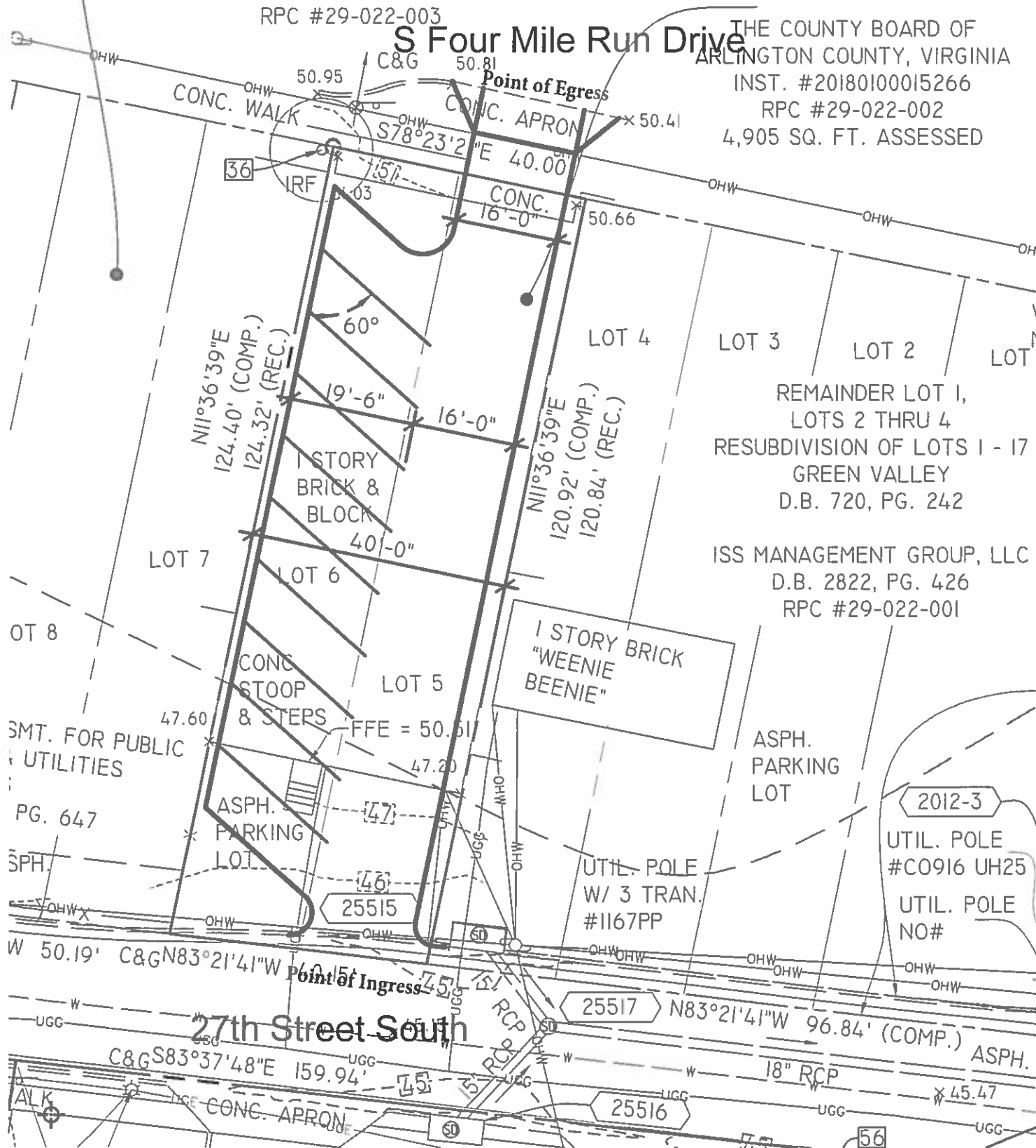
EXHIBIT B

LINDA W. CROKER AND THOMAS C. CROKER,
TRUSTEES, OR THEIR SUCCESSORS,
THE LINDA W. CROKER TRUST AGREEMENT
DATED NOVEMBER 20, 2013
RPC #29-022-003

RESUBDIVISION OF LOTS 1 - 17
GREEN VALLEY
D.B. 720, PG. 242

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA
INST. #20180100015266
RPC #29-022-002
4,905 SQ. FT. ASSESSED

S Four Mile Run Drive



Scale 1"=20'

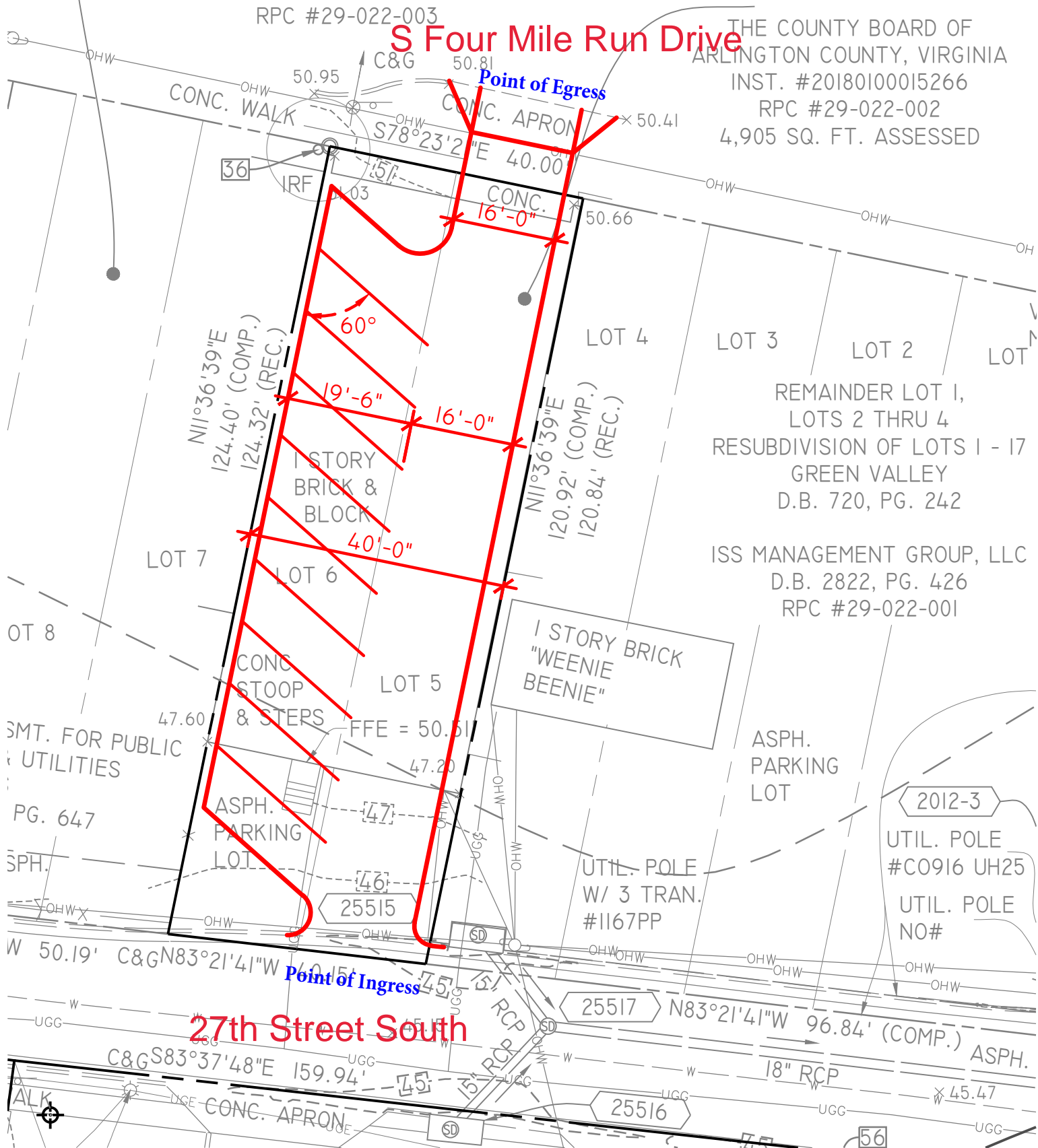
EXHIBIT B

LINDA W. CROKER AND THOMAS C. CROKER,
TRUSTEES, OR THEIR SUCCESSORS,
THE LINDA W. CROKER TRUST AGREEMENT
DATED NOVEMBER 20, 2013
RPC #29-022-003

RESUBDIVISION OF LOTS 1 - 17
GREEN VALLEY
D.B. 720, PG. 242

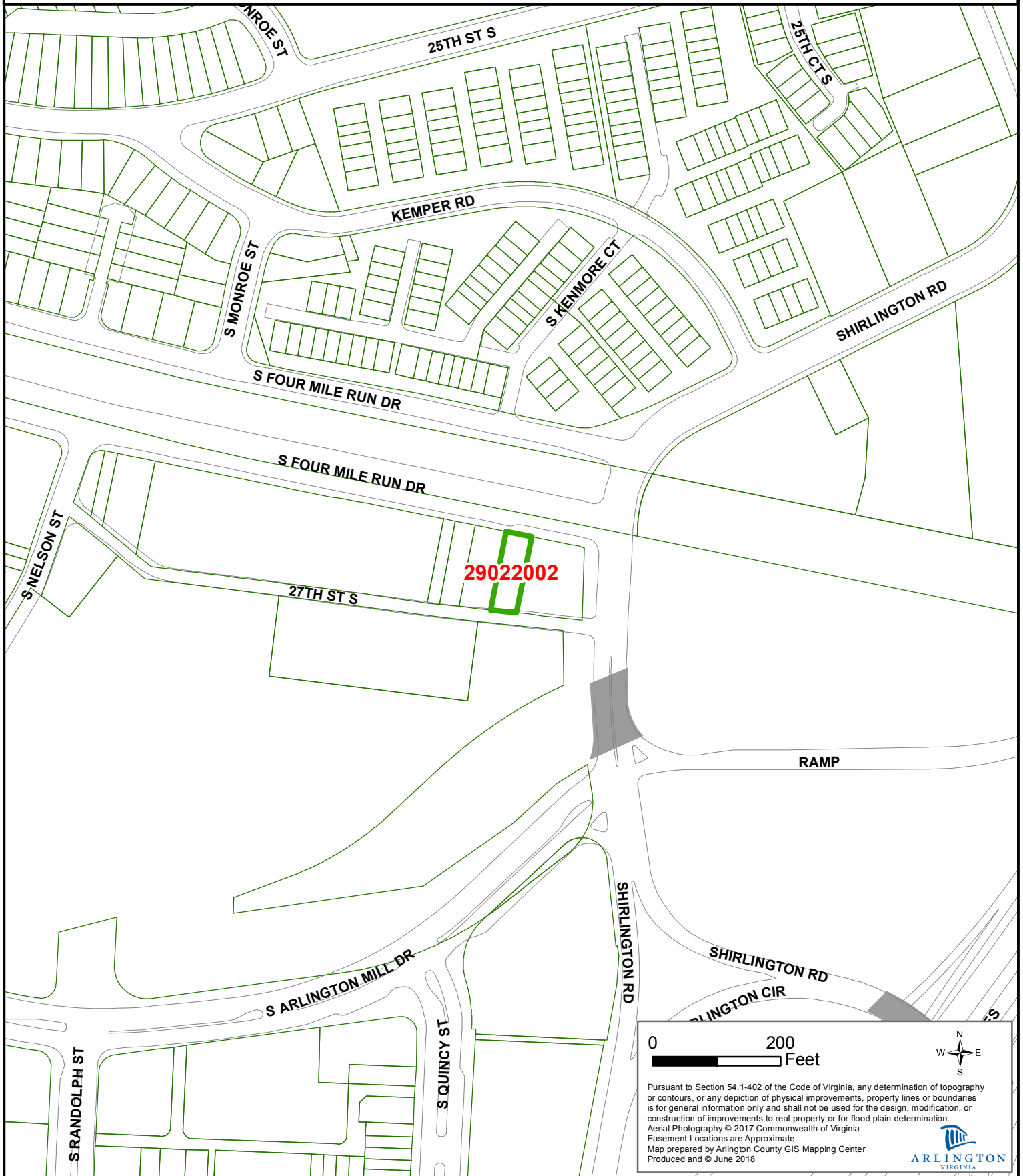
THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA
INST. #20180100015266
RPC #29-022-002
4,905 SQ. FT. ASSESSED

S Four Mile Run Drive



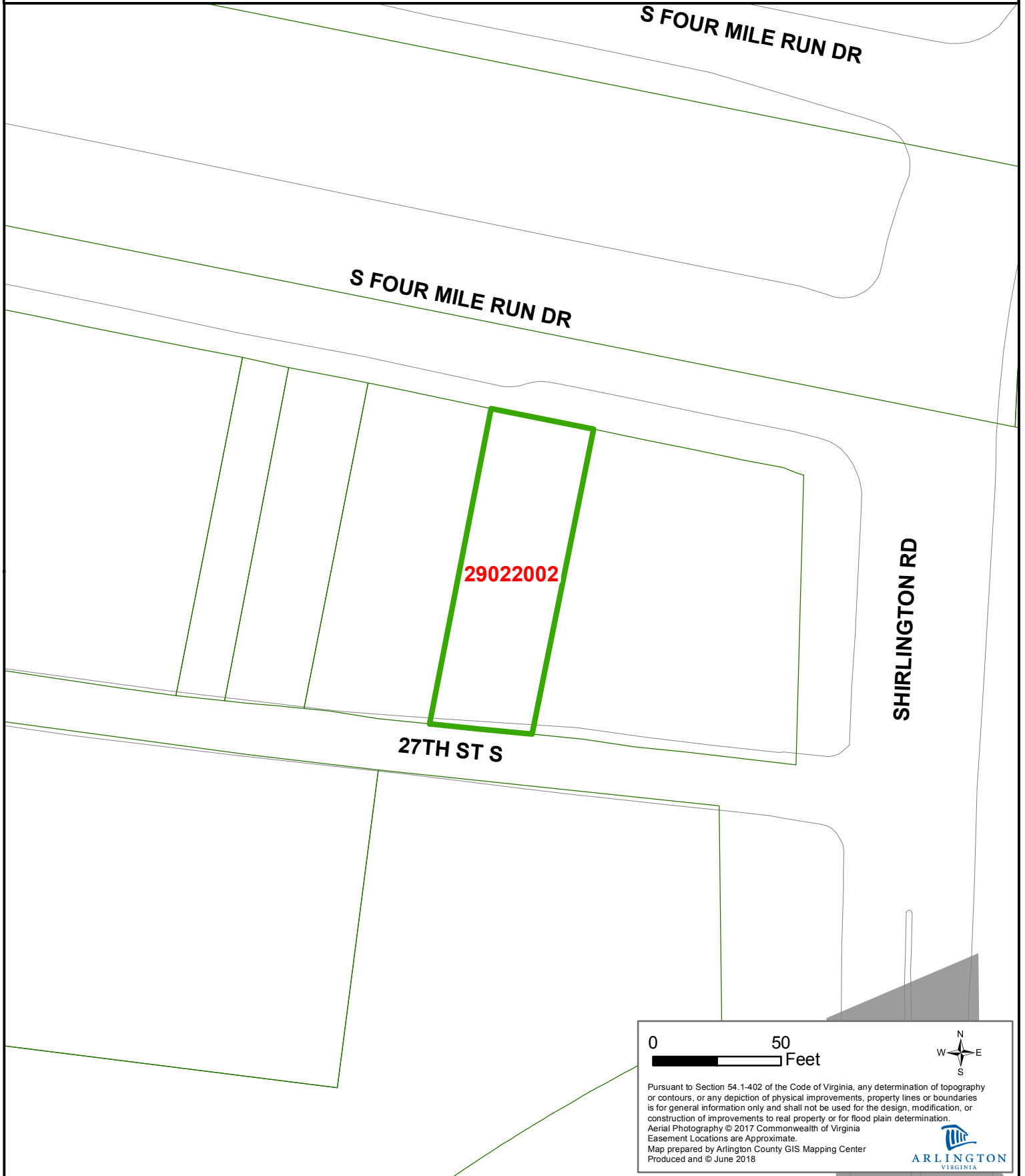
Scale 1"=20'

Attachment 1



Vicinity Map
3514 S. Four Mile Run Drive
RPC # 29022002

Attachment 2



Vicinity Map
3514 S. Four Mile Run Drive
RPC # 29022002

Attachment 3

