

EXHIBIT B

NORTHERN VIRGINIA REGIONAL PARK AUTHORITY

GENERAL TERMS AND CONDITIONS FOR LICENSE AGREEMENTS

Revised February 4, 2020

1. Definitions

All capitalized terms in this General Terms and Conditions shall have the same meaning as set forth in the License Agreement (“Agreement”).

2. Construction

a. Construction Plans and Specifications

(1) Construction of Licensee’s facilities and improvements on the Property shall be restricted to the Licensed Premises and shall be performed strictly in accordance with plans and specifications approved in writing by the Authority. Licensee shall not deviate from or make changes to the construction plans and specifications approved by the Authority without the Authority’s prior written approval. Only those facilities and improvements reflected on the approved construction plans and specifications shall be established on the Property. Licensee shall strictly adhere to any limitations or restrictions on construction methods or techniques as set forth in the approved construction plans and specifications, in the License Agreement, and any Exhibits thereto. After completion of the initial construction of the facilities and improvements on the Property, Licensee shall not construct additional facilities and improvements on the Property without specific written approval of the Authority, which written approval, if given, may constitute a separate license or an amendment to the Agreement.

(2) Licensee is hereby placed on notice of an existing agreement between Virginia Electric and Power Company (“VEPCO”) and the Authority which provides, in part, that the Authority shall not grant any right to use the Property for certain purposes without Virginia Power’s prior written approval. Licensee shall be responsible for obtaining Virginia Power’s approval, and shall not enter or commence any work on the Property until such written approval is obtained and a copy of said approval is provided to the Authority by Licensee. The license granted by this Agreement shall be contingent until the written approval of VEPCO is obtained and provided to the Authority.

b. Construction Schedule

(1) Licensee shall submit to Authority for approval a proposed construction schedule, indicating when construction will begin and be completed and construction milestones. Licensee also shall provide Authority a list of the names of all contractors and subcontractors who will work on the Licensed Premises.

(2) Licensee shall perform construction only in accordance with the approved construction schedule. Licensee shall notify Authority immediately of any changes to the approved schedule. Such changes shall be subject to the prior written approval of the Authority.

(3) Licensee shall provide notice to Authority at least two (2) business days before entering the Property to perform any construction.

c. Confining Construction Activity. During construction, Licensee and its contractors and subcontractors shall confine all construction activity, including access and storage, within the applicable areas specified on the approved plans and any exhibits thereto. Failure of Licensee to comply with any provision of this subparagraph shall be deemed to be a violation of the Agreement subjecting the Licensee to remedies as may be available to the Authority.

d. Excavation

(1) Licensee shall not make or begin any excavation or other subsurface activity on the Property without first obtaining information concerning the possible location of any underground facility from each and every public utility, municipal corporation, or other person having the right to bury underground facilities on the Property.

(2) Licensee shall not make or begin any excavation or other subsurface activity on the Property without having all underground facilities located by suitable markers or other means by the owners of such underground facilities or other qualified or authorized persons.

(3) Obtaining the information required by subparagraphs (1) and (2) of this paragraph does not excuse Licensee from making all excavation or other subsurface activity in a careful and prudent manner.

(4) In the event of any damage to or dislocation of any underground facility in connection with the excavation or other subsurface activity, Licensee shall immediately notify the owner of such facility and shall immediately cease all work in the affected area until repairs are complete. Any such incident shall be reported immediately to the Authority, and no further excavation or subsurface activity shall be done until permission is granted by the Authority.

(5) All excavation or other subsurface activity made by Licensee shall be properly safeguarded for the prevention of accidents. All excavated or tunneled areas shall be filled in or adequately secured at the end of each work day.

e. Inspection of Construction.

(1) The construction of Licensee's facilities and improvements is subject to the Authority's inspection at all places and all reasonable times to ensure strict compliance with the terms of the Agreement.

(2) Authority inspections are for the sole benefit of the Authority and do not constitute or imply acceptance of any work as conforming with the requirements of the Agreement. The presence or absence of an Authority inspector does not relieve Licensee from any contract requirement, nor is the inspector authorized to change any term or requirement of this Agreement without the written authorization of the Authority's representative.

3. Maintenance and Operation

a. Licensee shall be responsible for maintaining and operating all facilities and improvements established by it on the Property, and shall perform such maintenance and operations in a manner and at such frequency as necessary to keep the Property safe and to protect against damage to the Property and adjoining properties.

b. Prior to commencement of any scheduled maintenance, or of any operation activity that requires entry onto the Property, Licensee shall submit a proposed maintenance or operation plan and schedule to the Authority for approval. The plan and schedule, at a minimum, shall provide a description of work to be performed, a description of equipment, vehicles, work techniques and methods to be used in connection with the maintenance or operation activity, a schedule of when maintenance or operation work will occur with an estimate as to the length of time required to perform the work, and such other information as the Authority may need in order to evaluate the proposed maintenance or operation activity.

c. Licensee shall perform maintenance and operation of the facilities and improvements strictly in accordance with plans and schedules that have been approved in writing by the Authority. Licensee shall not deviate from or make changes to the maintenance or operation plans and schedules approved by the Authority without the Authority's prior written approval.

d. Licensee shall provide notice to Authority at least forty-eight (48) hours before entering the Property to maintain or operate Licensee's facilities; except in the case of an emergency where Licensee cannot provide the required advance notification, Licensee shall notify Authority as soon as practicable.

e. Licensee shall confine all maintenance and operation activities, including access and storage, within the applicable areas specified in the approved maintenance and

operation plans.

f. Licensee shall avoid disturbing the Property and any improvements thereon while maintaining or operating Licensee's facilities and improvements. To the extent any disturbance does occur, Licensee shall restore such disturbed areas in accordance with the requirements set forth in Paragraph 4.

g. The Authority agrees to consider and, at its discretion, grant appropriate blanket approvals for scheduled maintenance or operation activities. In such event, Licensee shall be required only to provide the required advanced notification prior to commencing scheduled maintenance or operations for which the Authority previously has granted a blanket approval.

h. In addition to any other condition which the Authority may require in consideration for approval of any maintenance or operation plan, if any maintenance or operation activity of Licensee would disturb or disrupt the land or any improvement on the Property, or would interfere with the Authority's or public's use and enjoyment of the Property, the Authority may impose upon Licensee reasonable charges and bonding (over and above any other payments or bonding required under the License Agreement) to cover its costs of reviewing, approving, administering, overseeing and inspecting the maintenance or operation activity, and to ensure the safety and well being of the public and the proper and timely restoration of the Property.

4. Restoration

a. Licensee shall, as soon as practicable after the completion of any construction, operation or maintenance activities, restore all areas disturbed during such activities. These areas shall be restored in kind to a condition substantially the same as that which existed prior to Licensee's performing such activities, and shall be restored to the satisfaction of the Authority, taking into consideration aesthetics as well as structural or design integrity.

b. Disturbed areas must be backfilled and compacted consistent with the original conditions. Where subsoil is tamped, the disturbed area will be filled to a level in kind. Disturbed areas will be reseeded or sodded in kind. Seeding required for restoration shall be of a mixture approved by the Authority. Any subsequent settling of disturbed areas will be repaired in kind. Licensee shall be responsible for any erosion which may occur as a result of Licensee's use of the Licensed Premises, and Licensee shall restore any eroded area until stabilized.

c. In the event any asphalt paths on the Trail are cut or are otherwise damaged or disturbed, repairs shall be made in accordance with the following minimum requirements:

- (1) pavement shall be saw cut and shall have straight, clean edges;
- (2) all debris shall be hauled from the Property;

(3) the disturbed area shall be backfilled with approved material compacted to ninety-five percent (95%) of theoretical density as determined by standard proctor;

(4) a minimum of six inches (6") of VDOT type 21-A aggregate base shall be placed and compacted;

(5) base shall be prime coated at the rate of .3 gallons per square yard with VDOT type MC-70 or RC-250 liquid asphalt; all existing asphalt edges shall be cleaned and tack coated;

(6) a minimum of two inches (2"), or the depth of the existing asphalt, whichever is greater, of VDOT type SM-9.5 hot-mix asphalt shall be placed and properly compacted;

(7) all adjacent stone or turf shoulder shall be backfilled flush with the pavement edge and said turf areas seeded in accordance with the requirements in subparagraph 4b above; and

(8) the standard minimum dimensions for patched or replaced asphalt shall be a square the width of the Trail by an equal length.

d. If the disturbed area is on a part of any path in use by the public, Licensee shall immediately restore the disturbed area with a temporary patch until the asphalt can be permanently restored in accordance with the requirements of this paragraph 4. Failure of Licensee to comply with any provision of this subparagraph shall be deemed to be a violation of this License Agreement subjecting the Licensee to remedies as may be available to the Authority.

e. The Authority may restore any areas in case of neglect by Licensee. Licensee shall pay the cost of such restoration, including the cost of inspection and supervision.

5. Approvals

Whenever the License Agreement requires Licensee to submit plans, specifications, schedules or other items to the Authority for approval, the Authority shall review and approve, disapprove, or take other appropriate action with reasonable promptness after receipt of the required submittal. The Authority's approval of any submittal shall not be deemed to be a waiver of any requirement of the Agreement unless such waiver is explicit and in writing and specifically references the requirement of this Agreement that is being waived.

6. Access

Licensee shall enter and exit the Property during the term of the License Agreement only at those places and by those means specified on the approved construction plans and specifications and in the Agreement, including the attached exhibits. Failure of Licensee to comply with any provision of this Paragraph shall be deemed to be a violation of this Agreement

subjecting the Licensee to such remedies as may be available to the Authority.

7. General Responsibilities of Licensee

a. Compliance with Applicable Laws and Regulations. Licensee shall construct, operate, and maintain its facilities and improvements in accordance with all applicable federal, state, and county laws, orders, rules, and regulations existing on the date of the Agreement or enacted thereafter affecting Licensee's use of the Property, and Licensee shall assume all costs, expense, and responsibility in connection therewith.

b. Manner of Performance. Licensee shall construct, operate, and maintain its facilities and improvements in an orderly and workmanlike manner. The safety of the general public, Licensee's employees and all property shall be of paramount importance whenever or wherever Licensee operates on the Licensed Premises.

c. Permits. Prior to commencement of any work Licensee shall secure and pay for all permits and government fees, licenses, and inspections necessary for the proper construction, operation, and maintenance of Licensee's facilities and improvements.

d. Storage of Hazardous Materials. Licensee shall not store flammable, explosive, or other hazardous materials on the Property, and no materials shall be piled higher than fifteen (15) feet above ground level.

e. Interference. Licensee's facilities and improvements shall be constructed, operated, and maintained in a safe and proper manner so as not to endanger the general public, interfere with the public's use and enjoyment of the Park, Trail and Property, or interfere with any improvements on the Property.

f. Licensee's Personnel. Except as otherwise specifically authorized in the Agreement, Employees of Licensee and its agents and contractors shall comply with all regulations governing the use of the Trail and Property in effect as of the date of the Agreement or enacted thereafter.

g. Vehicles. Licensee shall operate on the Property only vehicles and equipment approved by the Authority. No vehicles or other equipment shall be operated on any trail, whether paved or unpaved, unless prior written approval has been granted by Authority.

h. Failure of Licensee to comply with any provision of subparagraphs 7a, b, c, d, e, f or g above shall be deemed to be a violation of this License Agreement subjecting the Licensee to remedies available to the Authority.

8. Warranty

Licensee warrants that Licensee has inspected the Property and accepts it in its present "as is" condition. The Authority makes no representation or warranties, express or implied, concerning the condition of the Property and shall have no responsibility for repairs and

maintenance during the term of the Agreement.

10. Authority's Use of the Property

Nothing in the License Agreement shall be construed to prevent the Authority from repairing, altering, relocating, or constructing existing and additional Trails or other facilities on the Property. The Authority shall do such work, insofar as practicable, in a manner not to obstruct, injure, or prevent the free use and operations of Licensee's facilities and improvements. If any property of the Licensee shall interfere with Authority's planned alteration, relocation, or construction, Licensee shall remove such property at such time and in a manner as shall reasonably be directed by the Authority so that such property shall not interfere with the work of the Authority. Such removal or replacement of Licensee's property shall be at the expense of Licensee. Authority agrees to cooperate with Licensee and to use its best efforts to accomplish any alterations, relocations, or construction of the Trail and Property in a manner least intrusive to the privileges of Licensee under this License Agreement.

11. Authority's and Licensee's Representatives

a. The Authority and Licensee shall each designate a representative who shall have the duty to coordinate all aspects of Licensee's use of the Licensed Premises and have the authority to render decisions and bind the parties upon matters which necessitate input or decisions. Any change of a party's representative shall be made in writing, and any such change shall not be effective until receipt of the writing by the other party. The Authority hereby designates its Director of Planning and Development as its representative.

b. The Authority's representative shall, at all times, have access to Licensee's construction, operation, and maintenance work whenever and wherever it is in preparation or progress.

12. Maintenance of Records

Licensee shall keep accurate maps and records, including the approved as-built construction plans and specifications, of its facilities and improvements located on the Property and shall make available to the Authority such maps and records when requested.

13. Safety

a. Licensee shall take adequate precautions (i) to insure the safety of the general public as well as Licensee's and Authority's employees, (ii) to protect the Property, and (iii) to assure safe operation of Licensee's facilities and improvements including, but not limited to, marking any temporary changes to the Trail and providing snow fences and other barricades.

b. Whenever Licensee's facilities and improvements or related construction, operation, or maintenance activities of Licensee create a serious hazard to public safety or

welfare, Licensee shall take all reasonable actions to abate immediately the hazard and shall immediately notify the Authority and any other affected parties of such incidents. The Authority shall have the right to direct Licensee to halt any construction, operation, or maintenance activity for noncompliance with the provisions of this Agreement or when the Authority believes it to be necessary to protect the public's welfare or safety.

c. The Authority shall have the right, without notice to Licensee, to correct any condition in case of an emergency.

14. Indemnification

To the extent provided for under Virginia law, Licensee assumes full responsibility for injuries to or death of any person, for damages to its property, property of the Authority and the property of third parties, and for expenses arising out of Licensee's operations on the Property. Licensee agrees to indemnify and hold the Authority, its officers, agents, employees, or contractors harmless from all claims, losses, expenses, or suits for such injuries, death, or damages including, but not limited to, reasonable attorney's fees. Notwithstanding the provisions of this Paragraph, Licensee shall not be liable for property damage or personal injuries caused solely by the negligence or willful misconduct of the Authority.

15. No Waiver

Nothing contained in the Agreement shall be deemed to waive the requirements of the various codes, regulations, resolutions and statutes regarding permits, fees to be paid, or manner of construction, operation, or maintenance.

16. Assignment

No assignment, conveyance, apportionment, transfer or sublicense by Licensee of the Agreement or any rights hereunder as to any other parties (other than to its customers in the regular course of business) shall be made without the prior written consent of the Authority, which consent may be given or withheld in the Authority's sole discretion.

17. Entire Agreement

The Agreement (and any exhibits hereto) embodies the entire agreement between Authority and Licensee. It is not to be modified or terminated except as provided herein or by any written agreements signed by the authorized representatives of both parties. If any provision herein is invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

18. Attorney's Fees

In the event the Authority retains counsel to enforce its right or protect its interests pursuant to the Agreement, whether or not any formal action is instituted, the Licensee shall be responsible for all such fees and related costs incurred by the Authority.

19. Applicable Law

The parties agree that the laws of the Commonwealth of Virginia will govern the License Agreement.

LICENSEE:

TOWN OF VIENNA

By: _____

Name: _____

Title: _____

AUTHORITY:

NORTHERN VIRGINIA REGIONAL PARK AUTHORITY

By: _____

Name: Brian Nolan

Title: Director of Planning and Development