DATE:       June 29, 2005

SUBJECT:    Approval of a Deed of Lease between the County Board of Arlington County
            Virginia and the Existing Sublessee on the Real Property and Improvements to be
            Acquired by the County Board Located at 901 South Clark Street, Arlington, VA, RPC # 34025003.

C. M. RECOMMENDATIONS:

1. Approve the attached Deed of Lease between the County Board of Arlington County
   Virginia and the existing Sublessee (“Sublessee”) on the Real Property and
   Improvements to be Acquired by the County Board Located at 901 South Clark
   Street, Arlington, VA, RPC # 34025003 (the “Property”).

2. Authorize the County Manager, or his designee to execute, on behalf of the County
   Board, the Deed of Lease and all related documents, subject to approval as to form by
   the County Attorney.

ISSUE:      None.

SUMMARY:   The County Board is acquiring the Property as part of the North Tract
            development. The acquisition of the Property is subject to an existing Prime Lease and Sublease
            for motel operations on the Property, both of which expire February 28, 2009. The attached Deed
            of Lease (“Lease”) would be partial compensation for the Sublessee’s early termination of the
            Sublease under the terms and conditions of a Sublease Termination Agreement and Release
            offered by the Sublessee to the County Board. Upon approval of the Lease by the County Board,
            after the Lease has been properly executed, the Sublessee may continue to occupy and use the
            Property for motel operations beginning on the date the County Board acquires the Property, and
            continuing for a period of up to 12 months.

BACKGROUND: The subject Property is part of the area covered by the North Tract
            Recreation Master Plan. The County has acquired approximately 21.5 acres of the North Tract
            area for open space and recreation facilities. Development of a large urban park, with substantial
            recreational amenities, is planned for the area over the next several years. The first phase of the
            park is scheduled to break ground in 2006. The North Tract Master Plan for Park and
            Recreational Facilities recommends that the County acquire several parcels adjacent to the

County Manager: _____________
County Attorney: _____________
Staff: Tim O’Hora, DES, Real Estate Bureau
planned park site, including the subject Property. Upon acquisition of the Property by the County, early termination of the Sublease will provide the County greater flexibility in utilizing the Property.

**DISCUSSION:** The attached Lease (see Attachment A) has been structured to provide partial compensation to the Sublessee for early termination of the existing sublease, while protecting the County’s rights and needs as a local government. Some of the pertinent provisions of the Lease are as follows:

- The term will commence on the date the County acquires the Property.
- The total rent for the term of the Lease is $10.00. Further consideration for the Lease is Sublessee’s agreement to terminate the existing Sublease with the Washington Forrest Foundation.
- The Lease would expire or terminate no later than 12 months subsequent to the County’s acquisition of the Property.
- The Sublessee may terminate the Lease with 30 days prior notice.
- The Sublessee is responsible for all costs associated with property taxes, utilities, maintenance, custodial services, exterminator, grass cutting and snow removal services for the Property during the term of the Lease.

**Public Notice.** Public notice of the proposed Lease was given in accordance with § 15.2-1813 of the Code of Virginia. A notice was placed in the Monday, July 4, 2005 issue of the Examiner for the County Board Meeting of July 12, 2005.

**FISCAL IMPACT:** The County will pay no costs associated with the Property or the Lease during the term of the Lease.

**CONCLUSION:** It is recommended that the County Board approve the attached Deed of Lease.
DEED OF LEASE

THIS DEED OF LEASE ("Lease"), made and entered into this ____ day of __________, 2005, by and between THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Landlord" or "County.") and GEORGE THAKOR, an individual and resident of the Commonwealth of Virginia ("Thakor" or "Tenant"), recites and provides as follows:

RECITALS

WHEREAS, Landlord is the owner of that certain land and improvements, located at 901 South Clark Street, Arlington, Virginia, RPC 09016052 (jointly “Property”); and

WHEREAS, Landlord acquired the Property from Deborah G. Lucckese, Trustee and C.S. Taylor Burke, III, Trustee (“Trustees”), and took title to the Property subject to an existing prime lease and sublease, which were assigned to the Landlord by the Trustees; and

WHEREAS, the Tenant is Sublessee of the Property under that certain unrecorded Sublease dated February 21, 1975, by and between DAF, Limited, a Virginia Corporation, as Lessee, and William A Daughtery, as Lessor (“Sublease”), which was assigned to the Tenant by unrecorded Lease Assignment dated July 20, 1990; and

WHEREAS, the remaining term of the Sublease does not expire until the last day of February, 2009; and

WHEREAS, Landlord and Tenant have agreed to the early termination of the Sublease, upon the payment to Tenant of $250,000 and the execution of a new Lease between Landlord and Tenant, leasing the Property to Tenant for a period not to exceed 12 months, for a one-time payment of $10.00; and

WHEREAS, by this Lease, the Landlord leases the Property to Tenant, subject to the following terms:

WITNESSETH:

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

1. PREMISES. The leased premises consists of that certain lot, or parcel of land with the buildings and improvements thereon erected located at 901 South Clark Street, Arlington, Virginia 22202, described as follows:

   Lot 3-A, Resubdivision of Lot 3 of Burke and Smith’s Cullinane Subdivision, as shown upon plat attached to a deed recorded in Deed Book 1215, Page 273 among the land records of Arlington County, Virginia (“Land Records”), containing 29,252.92 square feet of land.
2. **TERM.** The term of this Lease is for a period of twelve (12) months (“Term”), commencing on the _____________, 2005 (“Commencement Date”), and expiring at 12:00 midnight on _____________, 2006 (“Expiration Date”). The Tenant may terminate this Lease upon delivery to Landlord of a thirty (30) day prior written notice. If this Lease is terminated as herein provided, Landlord, its agents or employees may immediately, or at any time thereafter, re-enter and recover possession of the Premises, together with all alterations and improvements thereon, and remove therefrom the Tenant, its agents, employees, servants and any other person, firm or corporation, and all or any of the property thereon, by such legal process as provided by the laws of Virginia, or by any suitable proceedings as may at the time be in force in cases relating to Landlord and Tenant.

3. **RENT.** The Tenant shall pay rent for the Premises (“Rent”) in advance, in one installment of Ten Dollars ($10.00) for the entire Term, without deduction or demand, on the first (1st) day of the Term. The payment shall be made by check, payable to the Treasurer Arlington County, Virginia, and delivered to the following address: Arlington County, Virginia, Department of Environmental Services, Engineering and Capital Projects Division, Right-of-Way Section, 2100 Clarendon Boulevard, Suite 813, Arlington, Virginia 22201, Attention: Real Estate Section or to Landlord at such other place as Landlord may from time to time designate, in writing.

4. **NO RIGHT TO RENEW.** Tenant shall have no right to renew the term of the Lease. Upon the expiration of the Term or other termination, Tenant shall quit, surrender and deliver up the Premises to the Landlord, without notice, in good condition, ordinary wear and tear, and damage by the elements, fire, and other unavoidable casualty excepted.

5. **DELINQUENT RENT CHARGES.** All Rent payments not paid within ten (10) days of the date due under this Lease shall, at Landlord's option:

   A. Accrue interest thereafter at a rate equal to the then prevailing prime rate for business loans as established from time to time by the Wall Street Journal; and

   B. Incur a late payment charge equal to five percent (5%) of the total amount due.

6. **USE OF PREMISES.**

   A. Tenant warrants and covenants that Tenant, and Tenant’s employees, and agents shall only use the Premises for motel operations and for the continuation of the subleases specified in paragraph 8 below.

   B. Tenant covenants that it shall, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter applicable to the Tenant and to the Premises by any applicable ordinances, laws, codes and/or regulations of the federal, state and local governments, including the American’s with Disabilities Act, during the Term or any extension thereof, whether required of the Landlord or otherwise to be done or performed during the Term insofar as they are occasioned by or required in the conduct of the particular business of the Tenant.
C. Tenant shall indemnify and hold harmless the Landlord, its elected and appointed officers, officials, employees, contractors and agents, from any claims, liabilities, suits, actions, judgments, loss or damage (including without limitation, attorney's fees and costs) arising out of or pertaining to the Tenant's use and occupancy of the Premises, or caused in whole or in part by any act or failure to act by the Tenant, its agents, servants, employees, guests and invitees.

7. **ILLEGAL USE.** The Tenant shall not use or permit the Premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose, nor for any other purpose than hereinbefore specified.

8. **SUBLETTING AND ASSIGNMENT.** The Tenant shall not sublet the Premises or any part thereof, excepting the month-to-month sublease of the following portions of the Premises: (i) Room 20 of the Premises, to Deluxe Delivery Systems; and (ii) Room 21 of the Premises, to Rent-A-Wreck, both on a month-to-month basis (“Subleases”); provided, however, that the Tenant and both Subtenants agree that the Subleases and all the Sublessees’ rights thereunder, shall terminate immediately upon expiration or other termination of this Lease. The Tenant shall not otherwise transfer possession or occupancy of the Premises or any part thereof to any person, firm or corporation or transfer or assign this Lease.

9. **TENANT ALTERATIONS.** Tenant shall not make any alterations, installations, changes, replacements, additions, or improvements (structural or otherwise) in or to the Premises, or Building, or any part thereof, without the prior written consent of the Landlord.

If Landlord elects to permit Tenant to make any alterations to the Premises, then Tenant shall provide Landlord with a copy of the revised space plan(s) depicting the tenant improvements. In the event that any such changes will affect the structural, electrical or mechanical systems of the Building, Landlord shall have the right to make such alterations, according to Tenant's plans or specifications, at Tenant's sole cost and expense.

Landlord's consent to any work by Tenant or approval of Tenant's plans or specifications shall not be deemed a certification that such work complies with applicable building codes, laws or regulations, nor shall it impose any liability whatsoever upon Landlord.

Any improvements remaining on the Premises upon expiration or termination of this lease shall revert to the Landlord and shall be free of any encumbrance at the time of such reversion.

10. **ACCESS.** Landlord reserves the right for itself and its employees and agents to enter upon the Premises at any time during business hours to inspect the same, to show the same to prospective purchasers, Tenants or lenders, and to perform such duties as may be the responsibility of the Landlord under this Lease. Notwithstanding the foregoing, except in the event of emergencies, Landlord shall not enter the Premises without reasonable prior notice to Tenant. Landlord may show the Premises to prospective tenants during the Term. In the event of any entry into the Premises, Landlord shall make reasonable efforts to avoid any interference with Tenant’s business operations therein.
11. **ALTERATIONS BY LANDLORD.** Tenant agrees to accept the Premises on the Commencement Date in its “AS IS” condition without requiring any further alterations or modifications by Landlord.

12. **SERVICES.** In addition to the aforementioned Rent, Tenant covenants and agrees, at Tenant’s sole cost and expense, to pay all taxes and future assessments on the land, building, and improvements hereby demised, and all charges for water, gas, electricity, sewerage service, and any other utility service consumed or used on said premises as the same shall become due and payable and should Tenant fail and refuse to make any and all of said payments on the date same become due and payable, Landlord shall have the right, but shall not be required to make such payments, and any amount or amounts so paid shall be added to the rent next coming due and the payment thereof enforced as herein provided for the payment of rental installments. Landlord agrees to deliver to Tenant each bill for taxes and assessments upon receipt of same.

Landlord shall not be responsible for providing utility or other services to the Tenant for the Premises, including custodial, snow removal, or maintenance services.

13. **UPKEEP OF PREMISES.** Tenant agrees that it shall keep the Premises and the fixtures therein in good order and condition, at Tenant’s sole cost and expense.

14. **DAMAGE.** Subject to the terms of this Lease, all destruction, damage and injury to the Premises or the Building caused by Tenant in or out of the Building, and all breakage done by Tenant, his agents, servants, employees, contractors or visitors, shall be repaired by the Tenant, at the expense of the Tenant. In the event, the Tenant fails to do so, then the Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise) and any charge or cost so incurred by the Landlord shall be paid by the Tenant, with the right on the part of the Landlord to elect in its discretion, to regard the same as additional rent, in which event such cost or charge shall become additional rent payable with the installment of rent next becoming due or thereafter falling due under this Lease. This provision shall be construed as an additional remedy granted to the Landlord and not in limitation of any other rights and remedies which the Landlord has or may have in said circumstances.

15. **REMEDIES: NONEXCLUSIVE, WAIVER.**

   **A.** The specified remedies to which the Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may have recourse in case of any Event of Default.

   **B.** The failure of the Landlord or of the Tenant on any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements of this Lease by the other party, or to exercise any option herein reserved to the Landlord or to the Tenant, shall not be construed as a waiver or a relinquishment for the future by the Landlord or the Tenant, as applicable, of any such term, covenant, condition, provision, agreement or option set forth in this Lease.
C. A receipt and acceptance by the Landlord of rent or any other payment, or the acceptance or performance of anything required by this Lease to be performed, with knowledge of the Tenant's breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of rent in lesser amount than is herein provided (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent or other amount due and then unpaid by the Tenant.

D. In addition to the other remedies provided herein, and anything contained herein to the contrary notwithstanding, the Landlord shall be entitled to restraint by injunction of any violation or attempted or threatened violation by Tenant of any of the terms, covenants, conditions, provisions, or agreements of this Lease.

16. INSURANCE. Tenant shall, at all times during the term of this Lease, at its own cost and expense, keep the building upon the premises insured against loss by fire in an amount equal to eighty (80%) percent of the full insurable value thereof under policies containing the standard Virginia extended coverage endorsement.

A. Tenant shall at all times during the term hereof, maintain, at its own expense, policies of general liability insurance insuring the Landlord and Tenant hereunder against any and all claims and demands for any damage to or injury to person or property which may be claimed to have occurred upon the said demised property or building erected thereon or upon the sidewalks or ways adjoining the same in amounts of not less than $300,000.00 for injury or death to one person; $500,000.00 for injury or death of more than one person in a single accident; and $25,000.00 property damage, if obtainable, and if not obtainable, then in such amounts as can be obtained not in excess of such amounts.

B. Tenant shall, at all times during the term hereof, maintain at its own expense, policies insuring the Landlord and Tenant against loss or damage by explosion of steam boilers, pressure apparatus or other similar apparatus with respect to steam boilers, pressure vessels or other similar apparatus now or hereafter installed in the leased property in an amount of $100,000.00 with respect to any one accident.

C. Tenant covenants that at all times during the term hereof it will maintain at its own expense, Workmen’s Compensation Insurance in such amounts as are customarily maintained in similar business operations.

If, in the reasonable opinion of the Landlord, the amount of public liability and property damage insurance coverage at the time is not adequate, Tenant shall increase the insurance coverage as required by Landlord.

If the building or any part thereof is partially damaged or totally destroyed by fire or other casualty, the Landlord shall not be required to repair or rebuild same. In such event, the Landlord may terminate this Lease upon written notice to Tenant, and the Rent shall be equitably apportioned or abated.
All insurance policies required of Tenant 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.” Therefore, the words “endeavor to” and “but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing the coverage required within thirty (30) days after the date of this Lease and thereafter on an annual basis during the Lease Term.

Each policy shall name Landlord, and any other parties in interest designated in writing by Landlord as an additional insureds, and shall contain a provision that the same may not be canceled or reduced without providing Landlord not less than thirty (30) days prior written notice. Copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord no later than five (5) days prior to the Commencement Date, and renewals thereof shall be delivered to Landlord at least ten (10) days prior to the expiration of any such policy. Tenant’s failure to provide and keep in force the insurance required under this section shall be regarded as a material default, entitling Landlord to exercise any or all of the remedies provided in this Lease. Any policy may be carried under so-called “blanket coverage” form of insurance policies.

17. INDEMNIFICATION AND HOLD HARMLESS. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be interpreted or construed to be a provision by which the Tenant, explicitly or implicitly, agrees to indemnify or hold harmless the Landlord or any third party or parties from liability of whatever nature.

18. DEFAULT; REMEDIES.

A. Each of the following shall be an event of default by Tenant under this Lease:
   (1) If the Rent or any installment thereof shall remain unpaid after it becomes due and payable, and is not paid within five (5) days after Landlord gives notice of non-payment. Notwithstanding the foregoing, however, if Tenant fails to pay Rent when due three (3) times during any twelve-month period after the first year of the Term, then Tenant shall not be entitled to any notice or cure period;
   (2) If Tenant fails or neglects to keep and perform any one of the terms of Tenant's obligations, responsibilities and requirements pursuant to this Lease and such failure or neglect continues for more than five (5) days after Landlord gives written notice to Tenant specifying the default;
   (3) If Tenant fails to provide Landlord, in writing, with a working 24-hour response telephone number(s) or if Tenant fails to report, in writing, any changes to such telephone number;
   (4) If Tenant abandons the Premises; and
   (5) If Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of
Tenant’s property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.

B. In the case of any event of default, Landlord shall have the following remedies, together with additional rights and remedies that may be available at law or in equity:

1. Give Tenant written notice of Landlord's intention to terminate this Lease on date specified in the notice, and, on the date specified in the notice, Tenant’s right to possession of the Premises will cease and this Lease will be terminated as if the date fixed in the notice were the end of the Term. If this Lease is terminated pursuant to the provisions of this subparagraph, then Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Term if this Lease had not been terminated.

C. If Landlord files an action to enforce any obligation of Tenant contained in this Lease or for breach of any covenant or condition, then Tenant shall pay Landlord's reasonable attorney’s fees for the services of Landlord’s attorney in the action and court costs, all fees to be fixed by the court, provided Landlord prevails in such action.

D. If Landlord shall fail or neglect to keep and perform each and every one of the covenants, conditions and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days after written notice from Tenant specifying the default, then Tenant may pursue any legal remedies available to Tenant, including the right to terminate this Lease.

19. SUCCESSORS. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto, shall extend to the Landlord’s and Tenant’s successors.

20. ENVIRONMENTAL COVENANTS.

A. Tenant shall maintain and operate the Premises strictly in accordance with all applicable federal, state and local environmental protection laws, regulations, rules and orders, including but not limited to those laws relating to the storage, disposal and presence of Hazardous Substances (as defined herein), disposal of solid waste, release or emission of pollutants or Hazardous Substances into the air or soil or into groundwater or other waters, and erosion and sedimentation control (collectively, "Environmental Laws"). Tenant covenants that it has acquired or shall acquire, prior to or at the time required by applicable law, all permits and licenses required by any Environmental Law in connection with Tenant's conduct of its business upon the Premises.

B. Tenant shall notify Landlord immediately of (i) any and all enforcement, cleanup, removal, investigation or other governmental or regulatory actions instituted or threatened against the Premises with respect to any Environmental Law; and (ii) any and all claims made or threatened by any third person against Landlord, Tenant or the Premises relating to any Environmental Law, or to injury to any person or property caused by the presence of a Hazardous Substance on the Premises.

C. Landlord, its agents and employees (including environmental engineers engaged by Landlord) shall have the absolute and unconditional right and license to enter the Premises, upon reasonable prior notice, at any reasonable time to inspect the Premises or to conduct a reasonable environmental investigation, including without limitation, an environmental assessment or audit of the Premises to satisfy Landlord that the Premises are free from environmental contamination and
hazards. Any such entry and inspection shall be at Landlord’s sole expense and Landlord shall take all reasonable steps to avoid interfering with Tenant’s use and operation of the Premises.

D. From time to time, and upon Landlord's request, Tenant shall give to Landlord or to any person as designated by Landlord, such assurances as may be necessary to demonstrate that the Premises are in compliance with all Environmental Laws. However, this provision shall not require Tenant to incur costs for any environmental audit or assessment. If Landlord reasonably and correctly determines that Tenant has not substantially complied with an Environmental Law as required herein, the cost of any environmental investigation and audit conducted by Landlord, in addition to all costs actually incurred by Landlord and required to comply with such Environmental Law and to conduct necessary cleanup, shall be borne by Tenant, shall bear interest at the legal rate of interest, and shall be payable as additional rent to Landlord within thirty (30) days after receipt of the written demand.

E. For purposes of this paragraph, "Hazardous Substances" shall mean and include any and all materials or substances defined or classified under present or future federal, state or local laws or regulations as being a "hazardous substance", a "hazardous waste" or "medical waste", a "pollutant" or "toxic pollutant", a "hazardous air pollutant", a "hazardous material", or any element, compound, mixture, solution or substance that, when released into the environment, may present substantial danger to the public health or welfare, or the environment. Hazardous Substances include specifically, without limitation, asbestos in all forms, polychlorinated biphenyls (PCBs), petroleum and petroleum-based derivatives, lead-based paints, and urea formaldehyde.

F. The provisions of this paragraph shall not apply to storage and use of minimal quantities of Hazardous Substances, nor to keeping, storage or use of Hazardous Substances in the ordinary conduct of Tenant's business, provided that such substances are of a type, and are kept only in quantities customarily found in the occupancy and operation of commercial properties generally similar in type and use to the Premises. All such Hazardous Substances, of whatever quantities or types, shall be kept, stored, used and disposed of in complete and strict compliance with applicable Environmental Laws.

21. **INTERPRETATION.**

A. Wherever required in the context of this Lease to give effect to its provisions, the singular form shall include the plural and vice versa, the conjunctive form shall include the disjunctive and vice versa, and the masculine form shall include the feminine and vice versa.

B. If any term or provision of this Lease or the application thereof to any person or circumstance is finally determined by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, then shall not be affected thereby. In such instance, each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

C. The construction and operation of this Lease shall be governed by the laws of the Commonwealth of Virginia. Landlord and Tenant consent to jurisdiction and venue of all disputes
arising out of or pertaining to this Lease and Tenant's use and occupancy of the Premises in the General District and Circuit Courts of Arlington County, Virginia.

D. The captions and headings used throughout this Lease are for convenience of reference only and shall not define, limit or describe the scope, intent or interpretation of the provisions hereof.

E. This Lease sets forth the entire agreement of the parties concerning the terms of the tenancy created hereby. This Lease supersedes all prior negotiations, representations, agreements and understandings between the parties pertaining to the subject matters hereof. No modification, amendment, limitation or construction of this Lease shall be binding upon either party hereto unless expressed in writing and signed by the party sought to be bound.

22. **APPROPRIATION OF FUNDS.** All obligations of the Landlord under the Lease shall be subject to the appropriation of funds by the County Board of Arlington County, Virginia for the specific purpose of satisfying any payment and other obligations of the Landlord under the Lease.

23. **NOTICES.** All notices required or desired to be given by either party to the other shall be given by certified or registered mail. Notices to the respective parties, until either party designates in writing a new address for any such notices, shall be addressed as follows:

**LANDLORD:**
The County Board of Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 300  
Arlington, Virginia 22201

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

with a required copy to:  
Real Estate Bureau Chief  
Arlington County, Virginia  
Department of Environmental Services  
Engineering Bureau  
2100 Clarendon Boulevard, Suite 900  
Arlington, Virginia 22201

**TENANT:**
George Thakor  
Crystal City Motel  
901 South Clark Street  
Arlington, VA  22202

24. **ROLE OF THE LANDLORD/ LANDLORD DECISIONS: NO WAIVER.** The Landlord’s execution of the Lease shall not constitute the granting of governmental approval to the Tenant for any governmental approval or consent required to be obtained by Tenant. Nothing in the
Lease shall be construed to waive any of Landlord’s powers, rights or obligations as a governing authority or local governmental body, including, but not limited to, its police powers.

25. **SOVEREIGN IMMUNITY.** Nothing in the Lease, nor any action taken by Landlord pursuant to the Lease, nor any documents which arise out of the Lease, shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Landlord, or of its elected and appointed officials, officers and employees.

26. **NO RIGHTS IN THIRD PARTIES.** The Lease shall not create in the public, nor in any person or entity other than those signing the Lease, any rights as a third party beneficiary.

27. **APPROVAL OF LEASE BY LANDLORD.** The Lease shall not become effective unless and until the County Board approves the Lease as provided therein and the Lease is executed on behalf of the Board. If the Lease is not approved by the County Board, then no liability whatsoever shall accrue and the Landlord and Tenant shall have no obligation whatsoever to each other.

28. **RECITALS.** The Recitals are incorporated into this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective by the date that this Lease is last executed on behalf of the Landlord or Tenant.

WHEREFORE, this Deed of Lease is executed by persons duly authorized to bind the Landlord and Tenant.

**WITNESS:**

________________________

**TENANT:**

________________________

George Thakor

**WITNESS:**

________________________

**LANDLORD: THE COUNTY BOARD OF**

**ARLINGTON COUNTY, VIRGINIA**

________________________

**BY:**

Ron Carlee

**TITLE:** County Manager

**DATE:**
Approved as to form:

________________________________________
County Attorney
EXHIBIT B – VICINITY MAP

901 South Clark Street