

**MOTION:**

**May 4, 2021  
Regular Meeting  
Res. No.21-**

**SECOND:**

**RE:           AUTHORIZE THE LICENSE AGREEMENT WITH WELLINGTON STATION OWNER,  
              LLC FOR 10104 DUMFRIES ROAD, MANASSAS, VIRGINIA, 20110**

**ACTION:**

**WHEREAS,** Prince William County has leased 6,036 square feet of retail space at 10104 Dumfries Road in the City of Manassas, Virginia, since January 2021, from Wellington Station Owner, LLC (landlord); and

**WHEREAS,** the leased space is currently occupied by Prince William library system;  
and

**WHEREAS,** the current lease agreement expires on February 28, 2031; and

**WHEREAS,** Prince William County library system wish to provide some outdoor amenities at the site that are not permitted under the current lease agreement; and

**WHEREAS,** staff has negotiated a License Agreement with the landlord that gives Prince William library system the ability to install, outside of the leased premises, a book drop box, bicycles rack, tables, chairs, and the ability to add reserved spaces parking spaces for curb side pick-up; and

**WHEREAS,** the License Agreement is a month-to-month agreement, which can be terminated at any time by either party; and

**WHEREAS,** the License Agreement has a rental rate of \$0.00; and

**WHEREAS,** County staff recommends authorization of the License Agreement; and

**WHEREAS,** the Prince William Board of County Supervisors finds that the License Agreement secures and promotes the health, safety, and welfare of the County and its citizens;

**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors hereby authorizes the License Agreement for 10104 Dumfries Road, Manassas, Virginia, 20110;

**BE IT FURTHER RESOLVED** that the Prince William Board of County Supervisors hereby authorizes the Director of Facilities and Fleet Management, or his designee, to execute the License Agreement and to sign such documents as are approved as to form by the County Attorney's Office.

**May 4, 2021**  
**Regular Meeting**  
**Res. No. 21-**  
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ATTACHMENT: License Agreement

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

Director of Facilities and Fleet Management  
County Attorney

ATTEST: \_\_\_\_\_

**Clerk to the Board**

## LICENSE AGREEMENT

This Specialty License Agreement ("Agreement") is made and is effective this 4th day of May 2021, by and between Wellington Station Owner, LLC ("Licensor"); and The Prince William County Board of Supervisors, a body corporate and politic ("Licensee").

- (A) **License Area and Location.** Licensor hereby grants to Licensee a non-transferable right and revocable permission for the temporary use of and right to occupy those certain premises ("the License Areas") as depicted in Exhibit A and located at Wellington Station ("the Center").
- (B) **Term.** The "Term" of this Agreement will be month to month, commencing on May 1, 2021. Licensee will operate its business in the License Area throughout the Term of this Agreement during all Center hours.
- (C) **Use.** Licensee will use the License Area during the Term of this Agreement for the purpose of deploying a book drop box, tables & chairs, a bike rack and reserved parking spaces for curb side pick-up, as depicted in Exhibit A, and for no other purpose whatsoever. The specifications for the various elements are also reflected in Exhibit A. Licensee will bear all responsibility for all costs of installation, maintenance and upkeep. None of the amenities deployed in front of the premises (drop box, tables and chairs) can be placed outside the footprint of the premises.
- (D) **Security Deposit.** n/a
- (E) **Fixed Fee.** The Fixed Fee for Licensee's use of the License Area is \$ 0 per annum or \$ 0 per month.
- (F) **Payment Schedule.** n/a
- (G) **Late Charges.** n/a
- (H) **Licensee further agrees that it shall, at its sole cost and expense:**
- a. At all times maintain the License Area in good, clean and safe condition and on the expiration date or earlier termination of the Term of this Agreement shall return the License Areas to Licensor in broom clean condition, with all of Licensee's property removed, and restored to at least as good a condition as it was in before Licensee took possession. No work shall be performed in or to the License Area without Licensor's prior written approval, which may be withheld in Licensor's sole and absolute discretion. If Licensee has failed to remove any property brought by it to the Center, said property shall be deemed abandoned by the Licensee and shall become the property of the Licensor, and Licensor may, in addition to any other remedies available to it, remove and dispose of said property, without in any way being liable for conversion or negligence by reason of the acts of Licensor or anyone claiming under it and Licensee will pay to Licensor the costs of such removal as additional license fees within ten (10) days after receipt of demand from Licensor.
  - b. At all times observe and comply with all laws, ordinances, rules, the securing of all permits and licenses, regulations and code requirements, including complying with the rules and regulations of the Center management and Licensor. And at all times conduct its activities in a lawful and tasteful manner in accordance with Licensor's specifications and dress in a professional image and in a manner that will complement the aesthetics of the License Area and the Center.
  - c. Deliver to Licensor original signed certificates of insurance or certified duplicate liability insurance policy prior to the commencement of the Term; naming the owner of the Center and their respective agents and/or beneficiaries; and any designee of Licensor as additional insured, with the following coverage: (i) commercial general liability insurance (broad form) in minimum amounts of \$1,000,000 combined single limit on bodily injury and property damage liability including products liability; and (ii) ISO Causes of Loss-Special Form Coverage insurance (formerly known as "all-risk") covering all of Licensee's property and all improvements made by Licensee and written for at least the full replacement cost. The certificates of

insurance for each policy shall contain a provision that Licensor and Licensee shall be given a minimum of ten (10) days written notice by the insurance company prior to cancellation, termination and material change in such insurance. Self-Insurance. Notwithstanding any provision of this Agreement to the contrary, Licensee may self-insure and be directly responsible for the costs and expenses otherwise covered by the insurance required to be maintained by Licensee under this Agreement (including, without limitation, the waiver of subrogation provisions). During any period of self-insurance, for all purposes of this Agreement, Licensee shall be deemed to be maintaining the insurance required of Licensee hereunder.

- d. Section Intentionally Deleted.
- e. Licensee shall not cause or permit any hazardous material to be brought upon, stored, kept, used or discharged on or about the License Area or the Center and if so brought or found located thereon the same shall be immediately removed by Licensee with proper disposal methods.
- f. Licensee shall (i) conduct its business at the License Area at all times in a dignified manner, (ii) keep all furnishings, equipment, displays, stands, decorations and signs used at the License Area in a neat, clean, sanitary and safe condition and in good operating order and repair, (iii) neither solicit business nor distribute advertising material in any of the common areas of the Center, other than the License Area, (iv) not use any trade name for the business operated at the Licensed Area without the prior written approval of the Licensor, (v) daily maintain on hand at the License Area a complete inventory of merchandise permitted hereunder, and (vi) place any trash generated at the License Area into trash containers designated by Licensor and at times designated by Licensor. The License Area shall not be used in a manner that would require Licensor to make any addition or alteration to or in the Center.
- g. Keep the Center free of any mechanic's or materialman's liens filed on account of labor or materials furnished in connection with work contracted by or for Licensee and if any mechanic's or materialman's liens shall be filed on account of labor or materials furnished in connection with work contracted for by Licensee, Licensee will at its expense, cause such mechanic's or materialman's lien to be discharged of record by payment, bond or otherwise as allowed by law, within ten (10) days after notice to Licensee of the filing thereof. If Licensee does not discharge or bond such mechanic's or materialman's lien within such ten (10) day period, then Licensor shall have the right at its option to bond the same by paying into the court the amount required by the court, and the amount so paid by Licensor and all reasonable costs and expenses, including reasonable attorneys' fees incurred by Licensor in procuring the discharge of such mechanic's or materialman's lien, shall be due and payable by Licensee to Licensor within ten (10) days of written request therefor.

(I) **Relocation.** n/a

(J) **Termination.** Licensee understands and agrees that Licensee's rights under this agreement may be terminated upon thirty (30) days written notice with no liability to Licensor.

(K) **Default.** Any breach or default by the Licensee under this Agreement shall constitute a default under any other Agreement or Lease between Licensor and Licensee. Any breach or default under any other Agreement or Lease between Licensor and Licensee shall constitute a default under this Agreement. Licensee will reimburse Licensor for any and all costs and expenses (excluding attorney's fees) which Licensor incurs in connection with the enforcement of this Agreement.

If Licensee fails to make any payment or do any act under this Agreement that is required to be made or done by Licensee, then Licensor may, but shall not be required to, make such payment or do such act, and charge Licensee the amount of the payment or the cost to perform such act, plus an administrative fee equal to twenty percent (20%) of the cost incurred by Licensor to perform on Licensee's behalf. Such payment shall be due and payable within five (5) days after Licensee's receipt of Licensor's demand. Licensor's making such payment or taking such action shall not operate to cure such default or to estop Licensor from pursuing any remedy to which Licensor would otherwise be entitled at law, in equity or under this Agreement.

If Licensee shall fail to pay any charges when due or observe or perform any covenants or obligations to be performed by Licensee pursuant to this Agreement, or if Licensee shall abandon the License Area, Licensee shall be deemed in default hereof, and in such event, Licensor may, in addition to exercising any and all rights and remedies available at law or in equity, take immediate possession of the License Area without notice and without process of law, using such force as may be necessary, and remove all persons, fixtures and chattels therefrom. Failure to vacate the License Area upon Licensor's demand shall subject Licensee to criminal and/or civil prosecution for trespassing. This Section shall survive the termination or expiration of this License.

- (L) **Limitation of Right of Recovery Against Licensor.** There shall be no personal liability of Licensor (nor any of the Licensor's agents, officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, disclosed or undisclosed) in respect to any of the terms of this Agreement. In the event of any breach or default by Licensor under this Agreement, Licensee shall look solely to the equity of Licensor in the Center for the satisfaction of Licensee's remedies. Notwithstanding anything in this Agreement to the contrary, in no event shall Licensor (or any of its officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, disclosed or undisclosed) ever be liable for consequential, speculative, or punitive damages, or lost profits.
- (M) **This Agreement may be modified only in writing by Licensor and Licensee.**
- (N) **Notices.** All notices or payments made pursuant to this Agreement will be to the location below.

**To Licensor:**

Wellington Station Owner, LLC  
c/o Rappaport  
8405 Greensboro Drive 8<sup>th</sup> Floor  
McLean, Virginia 22102

**To Licensee:**

Prince William County Library  
10104 Dumfries Road  
Manassas, Virginia 20110  
Attn:  
Email:

**And**

Facilities and Fleet Management  
c/o The Property Management Division  
9517 Innovation Drive  
Manassas, Virginia 20109

All notices required or permitted under this Agreement shall be in writing and deemed to be properly served if sent by registered or certified mail, or Federal Express or similar courier service with overnight delivery, via professional messenger service to the addresses stipulated above in this Section N or by email to the agreed upon address to be provided. All notices sent by certified or registered mail, return receipt requested, first-class postage prepaid shall be deemed effective when mailed, and notices sent by any other method of delivery specified in this Section N shall be effective upon receipt. All requests, consents and approvals required or permitted under this

Agreement shall be in writing. Either party may designate, by notice to the other, a substitute address for notices; and, thereafter, any written notices shall be directed to such substitute address.

- (O) **Acceptance of Possession.** By execution of this License Agreement, Licensee shall be deemed to have: (1) inspected the License Area; (2) accepted the License Area "as is" with no representation or warranty by Licensor as to the condition of the License Area, its suitability for Licensee's proposed operation or the improvements thereto; and (3) agreed that the Licensor has no obligation to improve or repair the License Area unless said obligation is specifically set forth in this Agreement. Licensee shall not make any alterations or improvements without Licensor's written consent, which may be withheld in Licensor's sole and absolute discretion. Licensee agrees that any expenses incurred by Licensee are for its own account, and Licensor has not made any representations of any kind to induce Licensee to expend any monies or incur any liabilities with respect to the License Area, nor will Licensee be entitled to reimbursement for any improvements or installations made by Licensee to the License Area.
- (P) **Repairs and Maintenance by Licensee.** Licensee shall, at all times during the Term, maintain, at its sole cost and expense, the License Area in good and tenantable condition and following notice to and approval by Licensor make all necessary replacements and repairs to the License Area except for structural repairs. In addition to all other remedies of Licensor under this Agreement, if: (1) Licensee does not complete its obligations to repair and maintain the License Area as set forth herein; or (2) Licensor, in the exercise of its sole discretion, determines that emergency repairs are necessary; or (3) repairs or replacement of any portion of the License Area or the Center are made necessary by any act, omission or negligence of Licensee or its agents, employees, or assignees, then in any such event, Licensor may make such repairs without liability to Licensee for any loss or damage that may accrue to Licensee, its merchandise, fixtures, or other property or to Licensee's business by reason of such repair. Further, upon completion of any such repair, Licensee shall pay upon demand, as an additional Fixed Fee, Licensor's costs for making such repairs together with Licensor's administrative costs related thereto which amount shall equal 1.20 times the total cost of such repair. This Section shall survive the termination or expiration of this Agreement.
- (Q) **Waiver of Responsibility.** Licensor and Licensor's principals, agents, employees and beneficiaries shall not be liable for, and Licensee waives, all claims for loss or damage to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the License Area or any other part of the Center, including, without limitation, claims for loss, theft or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in or failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipes, stairs, porches, railings or walks; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or other pipe; (vii) the escape of steam or water; (viii) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, doorways, windows, walks or any other place upon or near the Center; (ix) the falling of any fixture, plaster, tile, stucco or other material; (x) any act, omission or negligence of other licensees or any other persons or occupants of the Center or of adjoining or contiguous buildings, of owners of adjacent or contiguous property or the public, or by operations in the construction of any private, public or quasi-public work; or (xi) any other cause of any nature. To the maximum extent permitted by law, Licensee agrees to use and occupy the License Area, and to use such other portions of the Center as Licensee is herein given the right to use, at Licensee's own risk.
- (R) **Waiver of Right of Recovery.** Section Intentionally Deleted.
- (S) **Licensor may enter the License Area at any time.** On the date the Term commences the representatives of the Licensor and Licensee will read the appropriate utility meters and again on the date the Term terminates, and Licensee agrees to pay for the utilities consumed during the Term hereof. The Licensee is responsible for all utilities contracted for by Licensee for the License Area.

- (T) **Signage.** The Licensee is responsible for all signage, including interior and exterior signs. All signage and merchandising that is visible from the exterior of the Premises must be pre-approved by Licensor and hand-written signs are not permitted.
- (U) **Continuous Operation.** Licensee covenants and warrants that it shall conduct its business in the License Area at all times in a first-rate manner consistent with reputable business standards and practices and operate 100% of the License Area continuously and uninterrupted during the entire Term of this Agreement in accordance with its terms.
- (V) **Informational Use.** Any informational material being provided is for reference only and no representations or warranties are made concerning any item contained therein, including, without limitation, applicability of the material to any particular business or location. Use of this material is solely at the user's risk and discretion.
- (W) **Laws.** This Agreement shall be construed and enforced in accordance with the laws of the State in which the License Area is located.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement the day and year first above written.

**Licensor**

**Licensee**

**The Prince William County Board of Supervisors, a body corporate and politic**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Scott W. Price, CSM

Name: \_\_\_\_\_

Title: VP of Property Management- Rappaport  
As agent for Licensee

Title: \_\_\_\_\_

Center: Wellington Station

SSN or FEIN: \_\_\_\_\_

Address: c/o Rappaport Management Company  
8405 Greensboro Drive  
8<sup>th</sup> Floor  
McLean, VA 22102

Address: \_\_\_\_\_

Phone: 571.382.1200

Phone: \_\_\_\_\_

Date: February 10, 2021

Date: \_\_\_\_\_

If Licensee is a CORPORATION, an authorized officer must sign on behalf of the corporation and indicate the capacity in which he/she is signing. The License must be executed by the president or vice-president, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event, the bylaws or a certified copy of the resolution, as the case may be, must be attached to this License. Also, the appropriate corporate seal must be affixed.





# STAFF REPORT

<b>Board Meeting Date:</b>	May 4, 2021
<b>Agenda Title:</b>	Authorize the License Agreement with Wellington Station Owner, LLC for 10104 Dumfries Road, Manassas, Virginia, 20110
<b>District Impact:</b>	Countywide
<b>Requested Action:</b>	Approve the License Agreement.
<b>Department / Agency Lead:</b>	Department of Facilities and Fleet Management
<b>Staff Lead:</b>	Matthew F. Villareale, Director

## **EXECUTIVE SUMMARY**

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Prince William County currently leases retail space at 10104 Dumfries Road in the City of Manassas. The space is used by Prince William County library system to provide library services to citizens of both the City and the County.

A License Agreement has been negotiated with the landlord. The License Agreement will provide Prince William County library system the ability to use the outdoor area for the installation of a book drop box, bicycles rack, adding tables, chairs, and the ability to add reserved parking spaces for curb side pick-up.

It is the recommendation of staff that the Board of County Supervisors authorize the License Agreement with Wellington Station Owner, LLC for 10104 Dumfries Road, Manassas, Virginia, 20110.

## **BACKGROUND**

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The County has leased 6,036 square feet of retail space at 10104 Dumfries Road in the City of Manassas since January 2021. Prince William County library system utilize the space. The current lease agreement expires on February 28, 2031.

County staff has negotiated a License Agreement with Wellington Station Owner, LLC (landlord) that authorizes Prince William County library system to use the outdoor area for installation of a book drop box, bicycles rack, adding tables, chairs, and the ability to add reserved parking spaces for curb side pick-up. The License Agreement is a month-to-month agreement, which can be terminated at any time. It has a rental rate of \$0.00.

## **STAFF RECOMMENDATION**

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It is the recommendation of staff that the Board of County Supervisors authorize the License Agreement with Wellington Station Owner, LLC for 10104 Dumfries Road, Manassas, Virginia, 20110.

### **Service Level / Policy Impact**

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Authorization of the License Agreement will allow Prince William County library system and its patrons the ability to utilize space outdoors at the leased premises.

### **Fiscal Impact**

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There is no fiscal impact to the County. The License Agreement has a rental rate of \$0.00.

### **Legal Impact**

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The Prince William Board of County Supervisors has the legal authority to authorize the License Agreement.

## **STAFF CONTACT INFORMATION**

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Ali Haddad | (703) 792-5296  
AHaddad@pwcgov.org