June 11, 2001

Peter M. Wilson
Project Manager
JFW, Inc
19650 Club House Road
Suite 203
Montgomery Village, Maryland 20886

Dear Mr.WIlson:

We are happy to be able to grant your request for a bus bay at the Van Ness-UDC Rail Station. I have enclosed an executed copy of our standard private service provider license agreement. It includes two copies of the signature page (page 6). Please sign both copies of page 6, and return one of them to me for my records.

You have been assigned Bay D. Please advise your drivers to use only the assigned bay. Also, please be sure to schedule your bus trips so that only one of your buses is in the terminal at a time. You probably will want to give each driver a copy of the enclosed *Procedures and Rules for Use of WMATA Bus Bay Facilities* to be sure they understand their responsibilities with respect to our license agreement.

Sincerely,

David Brlansky
Office of Planning and Administrative Support

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
Washington, D.C. 20001
202/962-1234

By Metrobus:
Routes D6, P6, 80, X2

By Metrorail:
Judiciary Square-Red Line
Gallery Place-Chinatown
Red, Green and Yellow Lines

A District of Columbia, Maryland and Virginia Transit Partnership

BZA
Case No. 17022
Exhibit No. 164

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Board of Zoning Adjustment
District of Columbia
CASE NO. 17022
EXHIBIT NO. 164

LICENSE AGREEMENT
USE OF WMATA BUS BAYS AT METRORAIL STATIONS

This is a LICENSE AGREEMENT, dated 6/11/01, between the Washington Metropolitan Area Transit Authority (hereinafter "WMATA" or "the Authority") and JFW, Inc for Edmund Burke School Shuttle (hereinafter "User" or "Licensee").

WITNESSETH:

WHEREAS, the Authority was created by the WMATA Compact as an instrumentality and agency of Maryland, Virginia, and the District of Columbia to provide transit services, and to provide coordination between other transit providers for a regional transportation system for the area described in the Compact as the Washington Metropolitan Area Transit Zone (hereinafter "Zone"); and

WHEREAS, WMATA Compact member jurisdictions are operating local bus systems and alternative transportation modes, and these systems provide needed transit service and serve Metrorail stations to the benefit of the region and WMATA; and

WHEREAS, it has been determined by the Authority's Board of Directors that the use of WMATA bus bays at Metrorail Stations by Compact member jurisdictions and other Non-WMATA transit providers would serve the best interest of mass transportation within the Zone; and

WHEREAS, the Licensee has requested authorization from the Authority to utilize certain WMATA facilities to load and unload the Licensee's transit passengers; and

WHEREAS, WMATA has determined that there is sufficient capacity for Licensee to use WMATA facilities and that the Licensee has met the requirements and guidelines established by WMATA for the approval of use of WMATA bus bay facilities;

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

As used herein:

(a) "Licensee" shall mean any signatory of a contract with WMATA for use of WMATA facilities, and includes all personnel, employees, contractors, or agents of the licensee.

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(b) "Park" shall mean the halting of a vehicle on a roadway or other area while not actually engaged in receiving or discharging passengers, except when halted in obedience to traffic regulations, signs or signals, and without regard to the presence or absence of the driver.

(c) "Permission" shall mean permission granted by the WMATA street supervisor or other supervisory personnel, except where otherwise specifically provided.

(d) "Stand" shall mean to halt a bus for the purpose of loading or unloading or for waiting in position to load or unload.

(e) "Street Supervisor" shall mean the person or persons designated by WMATA to exercise the powers and functions vested in this License Agreement, and/or an authorized representative or representatives identified by uniform or proper identification cards.

(f) "Vehicle" shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating or rotary internal-combustion or turbine engine utilizing as fuel gasoline, diesel oil, or any other substance utilized by highway vehicles for fuel, and having overall dimensions not in excess of the following: length, sixty (60) feet, width, one hundred two (102) inches; height, twelve (12) feet eight (8) inches and having a maximum gross loaded weight not in excess of forty thousand (40,000) pounds avoirdupois, distributed to provide no more than twenty thousand (20,000) pounds per axle; provided, however, that larger or heavier passenger-carrying vehicles may be operated at WMATA facilities by prior written mutual consent of WMATA and the operator. Vehicles shall include automobile, vans, and buses.

(g) "WMATA" shall mean Washington Metropolitan Area Transit Authority.

(h) "WMATA Facilities" or "facilities" shall mean bus bays and adjacent areas located at WMATA Metrorail stations.

2. DESCRIPTION OF FACILITIES TO BE USED

This agreement grants the Licensee the right to pick up and discharge its passengers at WMATA owned bus bay(s) adjacent to Metrorail stations at the designated location agreed upon and at the specified times as stated in Attachment A; subject to enumerated limitations, if any, regarding the number, dimensions, and axle weight of vehicles using each bus bay.

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3. USE OF FACILITIES

The Licensee may use the WMATA facility for the sole purpose of pickup and discharge of passengers. Use of the WMATA Facility shall be in accordance with WMATA's "PROCEDURES AND RULES FOR USE OF WMATA BUS BAY FACILITIES AT METRORAIL STATIONS" which are attached to this agreement as Attachment B and incorporated herein and which will be amended from time to time as needed with thirty (30) days notice to the Licensee prior to the effective date of any amendment. No vehicle may be used at any WMATA facility unless that vehicle is in compliance with the laws of the jurisdiction where that facility is located. The Licensee's operators must be licensed in accordance with the laws of the applicable jurisdiction, adequately trained by the licensee in the operation of the vehicle, and knowledgeable of WMATA's "PROCEDURES AND RULES FOR USE OF WMATA BUS BAY FACILITIES AT METRORAIL STATIONS". The Licensee is prohibited from engaging in any activity on WMATA property which is not specifically provided for in this agreement. WMATA may cause immediate removal of any disabled vehicle on or near its property if such removal is necessary for orderly flow of traffic. The Licensee shall bear the risk of damage to the vehicle, and reasonable value of the cost of such vehicle removal shall be paid by the Licensee to WMATA within 30 days. Where practicable, the Licensee will be given the opportunity to remove the vehicle.

4. TERMINATION OR MODIFICATION

This agreement may be terminated at any time by WMATA and the Licensee by formal notice to the other party thirty (30) days prior to termination. This agreement may be modified at any time by mutual agreement of the parties. A termination of this agreement does not relieve the Licensee of its obligation to provide liability insurance, indemnity or self-insurance for claims, injuries or suits based on events occurring prior to the termination of this Agreement.

5. AUTHORITY TO TERMINATE OR MODIFY

For WMATA, the authority to terminate or modify this agreement rests with the General Manager, or the General Manager's designee. For the Licensee, such authority rests with Peter Wilson, Project Manager
(Name and Title)

6. MAINTENANCE OF FACILITIES

The Authority will be responsible for all routine maintenance of its facilities resulting from normal wear and tear by its own vehicles and those belonging to the Licensee, but shall not be liable to the Licensee for any damage to vehicles or facilities resulting from any failure to maintain. The Licensee shall be solely responsible for the costs of repair and/or replacement of any WMATA facility

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which may be damaged or destroyed by the acts or omissions of the Licensee or its employees, agents, or representatives. In such instances, WMATA will perform the work required, and the cost thereof shall be paid by the Licensee to WMATA within 30 days of billing by WMATA.

7. CAPITAL EXPENDITURES

If the Licensee requires facility enhancement such as signs, passenger shelters, lighting, etc. at any WMATA facility, a written request for such improvement shall be made to WMATA's Director of Planning. If WMATA approves such request, the design and installation shall be accomplished by the Licensee in accordance with WMATA's specifications and shall be approved by WMATA prior to installation. The Licensee shall bear all costs of such installation after which WMATA will take full ownership of the installation and assume responsibility for maintenance as described in paragraph 6 above.

8. PUBLIC SAFETY-POLICE FUNCTION

The Authority does not, by virtue of this agreement, undertake any responsibility other than that already required by law, if any, to provide police and/or public safety protection to the Licensee's passengers.

9. EMERGENCIES

WMATA, in emergency situations, may restrict, modify, or prohibit the Licensee or Licensee's passengers access to WMATA facilities. An emergency situation may be declared at the sole discretion of the WMATA Street Supervisor or other authorized WMATA personnel identified by uniform or proper identification cards, at any time there is a threat to public health and safety as determined by standards and guidelines established by the jurisdiction where that facility is located or by WMATA. WMATA shall inform the Licensee as soon as possible of the emergency situation and of the restrictions that have been instituted at the facility. Licensee personnel shall comply with any instruction from the authorized WMATA personnel regarding use of the facility in an emergency situation.

10. LIABILITY, INDEMNIFICATION, AND INSURANCE

(a) WMATA shall be relieved from all liability for damages to persons and property resulting from the acts or omissions of the Licensee, its contractor or its subcontractor, employees or agents arising out of the use of WMATA property under this Agreement.

(b) The Licensee certifies by execution of this agreement that it or its contractor has in effect, and that it or its contractor will continue to maintain so long as this license is in effect, liability insurance coverage, for claims, demands and suits that occur as a result of the licensed use, as follows:

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(1) Commercial General Liability Insurance: A standard Commercial General Liability Insurance Policy or its equivalent or better issued to and covering the liability for all operations under or in connection with this Agreement and all obligations assumed under this Agreement. The coverage under such an insurance policy, or policies shall not have less than the following limits: PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY $1,000,000. COMBINED SINGLE LIMIT EACH OCCURRENCE

(2) Automobile Liability Insurance: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicle appropriate to the circumstances in which they are used as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia. The coverage under such policy or policies, shall not be less than a COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE OF $5,000,000 FOR EACH OCCURRENCE.

(3) WMATA shall be named as an additional insured under the coverage for Commercial General Liability Insurance and Automobile Liability Insurance. A certificate of insurance for each policy shall be provided to WMATA for its approval prior to the execution of this agreement and use of the bus bay facilities. In addition to any provisions herein before required, a provision of such insurance policies shall not be changed or canceled and they will automatically be renewed upon expiration and continue in full force and effect, unless WMATA is given thirty (30) days written notice before any change or cancellation is made effective. Insurance companies providing the coverage must be rated by A.M. Best and carry at least an "A" rating.

(c) The Licensee agrees to save and keep harmless, indemnify and defend WMATA against any and all liability claims, and the costs, damages, fines and legal expenses arising from any occurrence which may hereafter result in injury, damage or death to a person or persons, or to loss or damage to property occurring in or about the aforesaid WMATA facilities caused in whole or in part by the Licensee, its contractor or subcontractor, employees, agents, or representatives.

This agreement is not intended to waive in any way the sovereign immunity of WMATA or the Licensee (if applicable) as to any claim, action, or demand by a third party.

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11. ASSIGNMENT AND SUBCONTRACTING

The Licensee shall not sell, transfer, mortgage, pledge, assign or subcontract this Agreement or any part thereof without the prior written consent of WMATA. Any such sale, assignment or transfer of its interest which is not in compliance with the provisions of this Agreement shall be of no effect and void.

12. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Licensee shall comply with all applicable laws, rules and regulations, whether Federal, State or County, relating to this Agreement.

This agreement constitutes the entire agreement between WMATA and the Licensee on the subject matter.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on their behalf by their respective authorized representatives as of the date first above written.

ATTEST:

By: David Erlanger Date: 6-11-01
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

ATTEST:

By:_____ Date: _____

_____
(Company)

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ATTEST:

By: David Erlandson Date: 6-11-01

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

ATTEST:

By: Steve Wilson Date: 6/29/2001

JFW Inc

(Company)

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ATTACHMENT A

DESIGNATION OF BUS BAY

The Washington Metropolitan Area Transit Authority (WMATA), under the terms and conditions of the attached executed License Agreement, hereby grants permission to: JFW, Inc. for Edmund Burke School Shuttle for use of bus bay D at the Van Ness-UDC Metrorail station, on the following date(s) Continuous

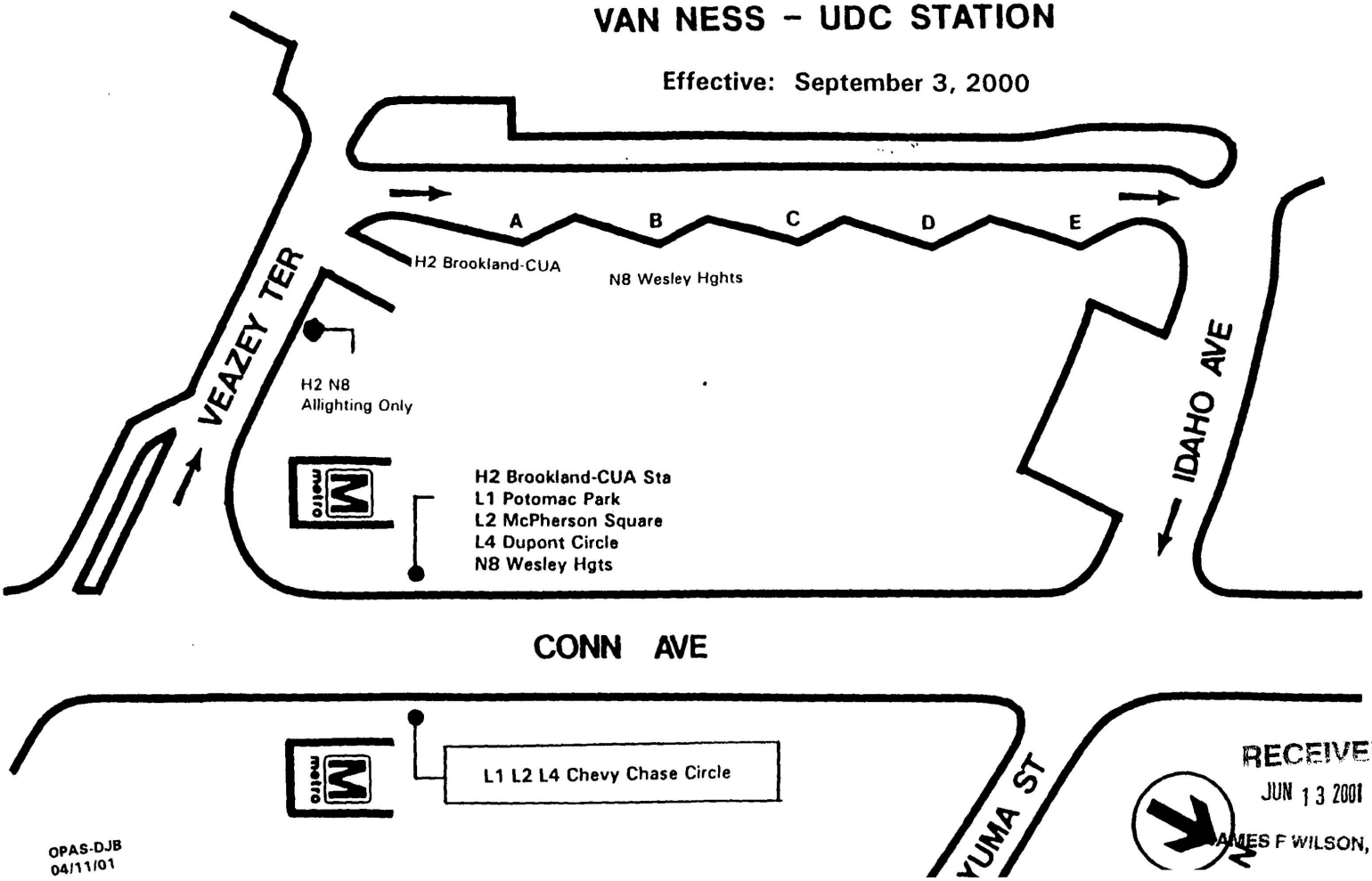
Restrictions or limitations:

Please see the attached station site plan for the location of the assigned bus bay.

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VAN NESS - UDC STATION

Effective: September 3, 2000



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