

DEED OF LEASE

THIS DEED OF LEASE made and entered into as of this ____ day of _____, 2017, by and between the CITY OF ALEXANDRIA, a municipal corporation of Virginia (the "City" or the "Lessor"); and the NORTHERN VIRGINIA REGIONAL PARK AUTHORITY, a body corporate and politic (the "Authority" or the "Lessee").

RECITALS:

1. On June 30, 1981, the City and the Authority entered into a Deed of Lease ("Original Lease") whereby the Authority created, maintained, and operated a regional park project on real property owned by the City, originally containing approximately 53 acres of land and located on Cameron Run in the City.

2. The Original Lease subsequently was amended on April 29, 1991, and February 2, 2000, to release property back to the City for the purposes of constructing athletic fields and an animal shelter. The amendments reduced the leased area from 53 acres to 25.8 acres ("Property").

3. The parties now desire to terminate the Original Lease and enter into a new Deed of Lease ("Lease") under the terms of which the City will lease the Property to the Authority for the continued development and operation of the regional park.

NOW, THEREFORE, this Deed of Lease WITNESSETH:

ARTICLE I

1. Recitals. The foregoing Recitals are hereby incorporated herein as an integral part of this agreement.

ARTICLE II

2. Property. Subject to the terms and conditions provided herein, the City hereby leases to the Authority, and the Authority hereby hires from the City, the Property situated in the City of Alexandria and the State of Virginia, more particularly described on the Plat attached hereto as Exhibit 1.. Additionally, the City shall grant to the Authority such rights of ingress and egress to the Property from Eisenhower Avenue as reasonably required for Authority and public access to the Property.

ARTICLE III

3. Warranty of Title and Quiet Possession. The City covenants that the City is seized of the Property in fee simple subject only to the rights of way, easements and encumbrances shown on the Plat attached hereto as Exhibit 1 or referred to in this Lease and that the City has the full right to make this Lease. The City further covenants that the Authority shall have quiet and peaceable possession of the Property during the term hereof.

ARTICLE IV

4. Term. The initial term of this Lease shall commence on the _____ day of _____, 2017, and shall terminate forty (40) years later on the _____ day of _____, 2057. Thereafter, the Lease may be extended by agreement of the parties, it being the expressed intention of the parties that the Property be preserved and maintained for regional park purposes.

ARTICLE V

5. Rent. The rent for the Lease Term shall be Ten Dollars (\$10.00), payable upon execution of this Lease, the receipt and sufficiency of which is hereby acknowledged by the parties.

ARTICLE VI

6. Development of the Park. It is the intention of the parties, and the Authority hereby agrees, that the Authority at its expense shall develop, operate and maintain the Property as a regional park.

7. Use of the Property. Subject to the conditions hereinafter set out, during the Lease Term, the Authority may construct on the Property such improvements, facilities, sports fields, waterpark features, picnic areas and such other amenities that are consistent with the development of a regional park, and shall maintain the Property, the improvements and the park in a quality and state of repair comparable to similarly developed regional parks in Northern Virginia. The park shall remain open to the public at hours and days generally comparable to similarly developed regional parks. Further, the Authority shall have the right to charge admission, use and concession fees which it may establish from time to time in a manner similar to its establishing of such fees elsewhere in its regional park system.

8. Committed Development. The Authority agrees to expend a minimum of \$7.5 million to provide certain capital improvements on the Property for the enjoyment and benefit of the public ("Committed Development"). Exhibit 1 notes the general location of the improvements which shall be developed in two phases as follows:

Phase 1

A minimum of \$3.5 million will be expended in Phase 1 and all work shall be completed within 36 months of the date of execution of this Lease. Phase 1 improvements shall include:

A. A "lazy river" swimming pool with current channel to be located north of the waterpark entrance building;

- B. A neighborhood “pocket park” on the east side of Lake Cook. This park area will be planned and designed with input from adjoining neighborhoods, and will include paving of the existing gravel parking area;
- C. A fenced dog park on the west side of the Property adjacent to the main parking lot;
- D. Nature education interpretation;
- E. Various trail improvements and new trail connections throughout the Property; and
- F. Improvements to the main parking area.

Phase 2

A minimum of \$4 million will be expended in Phase 2 and all work shall be completed within 15 years of the date of the completion of Phase 1.

Phase 2 improvements shall include redevelopment of the existing water play area east of the wave pool. This part of the waterpark infrastructure shall be redeveloped to provide exciting water play activities for smaller children with comfortable spaces and water activities for adult parents and caretakers.

Exhibit 1, noting the location and layout of the various elements of the Committed Development, is conceptual in nature. The City acknowledges that final design and construction details will be changed to some extent by the Authority during detailed project planning, design and permitting processes.

The Authority agrees to work diligently to expedite the completion of the Committed Development projects. In the event there are significant project delays beyond the control of the Authority, the City agrees to allow an appropriate extension of time to allow for project completion.

In the event any of the Committed Development projects cannot be constructed as envisioned because of permitting and/or environmental issues, or if a project becomes cost prohibitive as determined by the Authority, the Authority may select and construct alternative capital improvements. Project changes or substitutions shall be made by the Authority in consultation with the City. In no event shall the Authority spend less than \$7.5 million or more than \$9 million on capital development projects on the Property.

9. Easements and Rights of Way for the Development of the Property. The City agrees to join with the Authority in the granting of such utility easements, rights of way, ingress and egress easements, and such other easements and licenses as may reasonably be necessary for the orderly development of the Property by the Authority as a regional park so long as the natural or the extent of the easement or right of way does not unreasonable detract from the value of the Property. Further, the City will cooperate with the Authority by granting similar easements and

licenses over lands under the jurisdiction of the City Outside the limits of the subject Property, when such easements or licenses are necessary for the development of the Property by the Authority. In this connection, it is understood that if the full development of the Property as a regional park is to be accomplished, gas, water, sewer, underground electric, underground telephone, ingress and egress, and other easements will be necessary and are fully within the contemplation of the parties.

ARTICLE VII

10. Building Improvements and Surrender. The Authority may, at its cost and expense, construct or cause, to be constructed upon the Property such temporary or permanent improvements as in the Authority's judgment shall be appropriate to the use of the Property as a regional park. All such buildings and improvements shall at all times during the term of the Lease, and any extension thereof, be the exclusive property of the Authority. The Authority may, at its expense, from time to time, make any alterations, additions or improvements to the improvements as it deems appropriate or may raze them. The Authority agrees to continue the policy and practice providing that all construction, alterations, additions and improvements made by it will be in conformity with all requirements of applicable laws, ordinances and governmental regulations. At expiration of the term of this Lease, or any extension thereof or earlier termination due to whatever cause, the Authority shall have the right, but not the obligation, to remove the improvements then existing, so long as it leaves the Property in at least as good condition as at the commencement of the Original Lease. Any property or improvements not removed shall pass to and become absolutely vested in the City. The Authority agrees to execute any and all instruments appropriate to transfer such title to the City.

ARTICLE VIII

11. Utilities. The Authority shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Property and used by the Authority during the term hereof, and all costs and expense of every kind whatsoever incurred in connection with the use, operation, and maintenance of the Property and all activities conducted thereon, with the exception of any costs or expenses which are generated by the rights and uses reserved to the City under this Lease. This paragraph shall not be construed to require the Authority to pay or reimburse the City or other parties for public services normally provided without charge.

ARTICLE IX

12. Indemnity. To the extent permitted by law, the Authority agrees to protect, indemnify and save harmless the City from and against any and all liability or claims by or on behalf of any person or governmental authority arising from the conduct, management or condition of the Property as a regional park during the term of this Lease or any extension thereof, or arising from any breach or default on the part of the Authority, or arising from any act or negligence of the Authority or any of its contractors, licensees, agents, servants or employee or arising from any accident, injury or damage whatsoever caused to any person or property occurring during the term of this Lease or any extension thereof in connection with the rights and

obligations of the Authority under this Lease. Similarly, the City agrees to protect, indemnify and save harmless the Authority from and against any and all liability or claims by or on behalf of any person or governmental authority arising from the City's reserved use of the rights of way and drainage channel, or arising from any breach or default on the part of the City in the performance of any covenant or agreement or arising from any act or negligence of the City or any of its contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring during the term of this Lease or any extension thereof in connection with the rights reserved to the City under this Lease.

13. Insurance. The Authority, during the term of this Lease and any extension thereof, shall maintain in full force and effect with financially responsible insurance companies authorized to do business in the Commonwealth of Virginia, a policy or policies of comprehensive general liability insurance covering such liability and claims with limits of at least \$5,000,000.00 for personal injury or death and with a limit of at least \$500,000.00 for property damage.

ARTICLE X

14. Assignment and Subletting. The Authority shall have no right at any time during the term hereof to assign this Lease or to sublet the whole or any portion of the Property without the express written consent of the City. Notwithstanding the foregoing, the Authority shall have the right to grant licenses, concessions and other similar rights to vendors and others in connection with the operation of the park, and the Authority shall have the right to pledge its leasehold interest to secure revenue bond financing for the development of park facilities.

ARTICLE XI

EFFECT OF EMINENT DOMAIN

15. Effect of Total Condemnation. In the event the entire Property shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and the City and the Authority shall thereupon be released from any liability thereafter occurring hereunder.

16. Effect of Partial Condemnation. In the event a portion of the Property shall be appropriated or taken and the remainder of the Property, at the discretion of the Authority, shall not be suitable for use as a regional park, the Authority shall have the right to terminate this Lease as of the date of such taking upon giving to the City written notice of such termination within ninety (90) days after the City has notified the Authority in writing that Property has been so appropriated or taken.

17. Condemnation Award. In the event of the termination of this Lease by reason of the total or partial taking of the Property by eminent domain, then in any such condemnation proceedings, the City and the Authority shall be free to make a claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result thereof.

ARTICLE XII

18. Parties Bound. This Lease shall be binding upon and shall inure to the benefit of the City and the Authority and any successor bodies corporate and politic.

ARTICLE XIII

The execution and delivery of this Lease Agreement has been authorized and approved by the City Council of the City of Alexandria, by resolution dated the ____ day of _____, 2017, a copy of which is attached hereto and hereby incorporated herein as Exhibit 2.

The execution and delivery of this Lease by the Authority been authorized and approved by the Members of the Board of the Northern Virginia Regional Park Authority by resolution dated ____ day of _____, 2017, a copy of which is attached hereto and hereby incorporated herein as Exhibit 3.

IN WITNESS WHEREOF, the parties have executed this Lease the ____ day of _____, 2017.

CITY OF ALEXANDRIA

By _____

Name: _____

Title: _____

NORTHERN VIRGINIA REGIONAL
PARK AUTHORITY

By _____

Name: _____

Title: _____