

LICENSE AGREEMENT

The License Agreement (the "**Agreement**") executed in duplicate this ____ day of August 2025, between the City of Alexandria, a municipal corporation of the Commonwealth of Virginia ("City") and Church Schools in the Diocese of Virginia, a corporation operating St. Stephen's and St. Agnes School, referred to as ("SSSA"), individually a "Party" and collectively "Parties".

RECITALS

- A. City is the owner of certain real property located in the City of Alexandria containing approximately five (5) acres of land, designated on the City of Alexandria Tax map 20.02, Block 03, Lot 04, and more fully described on Exhibit A attached hereto incorporated herein by reference (The "**Property**"). The Property is part of the City of Alexandria's park system and is zoned POS/Public Open Space.
- B. The Property is improved by certain recreational facilities and associated accessory structures including, but not limited to, a natural grass soccer field (the "**Field**") and two tennis courts (the "**Courts**"). The Field and the Courts are collectively referred to as the "**Recreational Facilities**".
- C. SSSA is the owner of certain real property located in the City of Alexandria containing approximately two and one half (2.5) acres of land known as 4401 Braddock Road, Alexandria, Virginia, designated on the City of Alexandria Tax Map 20.04, Block 01, Lot 20, and more fully described on Exhibit A attached hereto incorporated herein by reference on which it operates the middle school campus of St. Stephens's and St. Agnes School (the "**SSSA Campus**").
- D. City and SSSA entered into a license agreement for the use of the Recreational Facilities on November 2, 1995; The Parties renewed the License in 2000, 2005, 2008, 2013, 2016, 2019, and 2022. The current license dated September 15, 2022 granting SSSA use of the Recreational Facilities terminates on August 31, 2025.
- E. The Parties mutually benefit from public private partnership established by the existence of the license that has provided for substantial capital improvements to the Recreational Facilities by SSSA, high standards of maintenance to increase the safety and playability of the Field, shared use of the Recreational Facilities and portions of the SSSA Campus increase the safety and playability of the Field.
- F. The Parties have agreed to extend the term of this License Agreement, and to provide for additional renewal terms, to justify SSSA's agreement to make a substantial capital investment to fund a portion of the cost to enable City to install a synthetic grass field on the Field, which will greatly increase the safety, durability and playability of the Field.

WITNESS

In consideration of the sum of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, and of the Recitals that are a material and substantive part of this Agreement, the City of Alexandria (hereinafter "Licensor") and Church Schools in the Diocese of Virginia (hereinafter "Licensee") agree as follows:

1. License. Licensor grants Licensee a license to use the Recreational Facilities as follows:

a) Soccer Field Licensee shall have exclusive right to use the Field in conjunction with Licensee's school curriculum and for athletic activities and events (i) between the hours of 8:00 a.m. and 5:30 p.m. Monday through Friday, from September 1st through May 31st, each year during the term of this Agreement and (ii) from 5:30 p.m. to 10:00 p.m. from September 1st through May 31st of each year for special activities and sporting events and games, including evening games, with a special field permit issued by the Department of Recreation, Parks and Cultural Activities of the City of Alexandria ("RPCA"). All special field permits and any other necessary permits shall be applied for at least fourteen (14) days in advance of the request to use the fields, with RPCA, and/or the special field permit request shall be presented at the bi-annual meeting with the City sports group. To the extent practicable, Licensee shall have first priority to use the Field. Notwithstanding the foregoing, Licensee's acknowledges Licensor has the right to limit use of the Field for required maintenance and major repairs. Licensor will use its best efforts to schedule required maintenance and major repairs during at times other than when Licensee has the exclusive right to use the Field, and to give Licensee reasonable notice of the dates and times that the Field is unavailable for use.

b) Tennis Courts Licensee shall have exclusive right to use the Courts in conjunction with Licensee's school curriculum for athletic events between the hours of 3:00 p.m. and 5:30 p.m. only, Monday through Friday, from September 1st through May 31st of each year during the term of this License. Notwithstanding the foregoing, Licensee's acknowledges Licensor has the right to limit use of the Courts for required maintenance and major repairs. Licensor will use its best efforts to schedule required maintenance and major repairs during at times other than when Licensee has the exclusive right to use the Courts, and to give Licensee reasonable notice of the dates and times that the Courts are unavailable for use.

Members of the public who use the Courts during the hours of exclusive use must vacate the Courts within five (5) minutes if asked to do so by any authorized employee or agent of Licensee in order to enable Licensee to use the Courts in conjunction with Licensee's school curriculum or for Licensee's athletic events. At all other times, the Courts shall be available for use by the public. Licensee agrees that the Courts shall be used exclusively for tennis.

c) Remaining Area of the Property. Licensee shall have non-exclusive right to use the remaining area of the Property in conjunction with Licensee's school curriculum and for Licensee's athletic events between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday, from September 1st through May 31st of each year and for special activities and

sporting events and games, including evening games, for which a special field permit has been issued.

d) Property Use Licensors may close the Property for maintenance activities or repair by providing Licensee with written notice, if practicable, of the portion of the Property (if not the entire Property) that needs to be closed and the proposed dates of closure. Licensors shall provide Licensee such written notice at least fourteen (14) days in advance of the proposed dates of closure.

2. Term. The term of this License shall begin on September 1, 2025 and shall continue through August 31, 2028.
3. Renewal. The 2008 agreement established renewal options for the Licensee: Provided Licensee is not in default of its obligations of performance under this Agreement at the end of the initial five (5) year term of this Agreement (2013), or at the end of any additional term, the Parties have the right to extend this Agreement for up to five (5) additional three (3) year terms each to be exercised by Licensee by written notice to Licensors within six months immediately preceding the expiration of the original or additional term of this Agreement, and subject to approval by the City Council of the City of Alexandria. The Licensee has requested and received four (3) three- year extensions through 2025, and this agreement is for the fifth, three (3) year license. Licensors, through RPCA, will analyze and review use of Property by Licensee under terms of this License to determine if additional or modifications to terms and conditions of the License are necessary.
4. Licensee Fee. Licensee shall pay Licensors an annual fee for this License. The annual fee shall be \$27,471.65 during the first year of the term of the License (2025) and shall increase by three percent (3%) each year on September 1. The resulting fees shall be as follows:

License fee for 2026: \$27,471.65

License fee for 2027: \$28,295.79

License fee for 2028: \$29,144.66

5. Payment Mailing Address.

All payments shall be sent to Licensors at the following address:

City of Alexandria

Department of RPCA, Recreation

Services

1108 Jefferson Street

Alexandria, Virginia 22314

Checks tendered in payment of the annual fee shall be made payable to "**City of Alexandria.**"

6. Late Payment. In the event any payment due to Licensor hereunder is delayed by more than thirty (30) business days, such payment shall be deemed to increase by ten percent (10%) of the payment due. Interest on the unpaid amount shall accrue at the rate of 2.5% per month from the due date until paid.
7. Maintenance of the Field. (a.) Licensor shall be responsible for the maintenance of the Field, including but not limited to, field and perimeter lighting and fencing, the irrigation system, accessory structures (i.e. storage sheds for equipment and similar structures used in connection with the Recreational Facilities), and the synthetic turf to manufacturer's standards and warranty requirements to insure the Field is in safe and playable conditions consistent with appropriate standards of care for similar facilities.

(b.) Licensee shall be responsible for daily trash and litter pick up, Monday through Friday from September 1st through May 31st of each year during this License and after special events or weekend games; and shall be responsible for maintenance and repair of the stairs and bleachers.
8. Tennis Courts. (a.) Licensor is responsible for maintaining the tennis court nets and fencing around the tennis courts throughout the year.

(b) Licensee is responsible for weed control, trash and litter control from September 1st through May 31st of this License.
9. Major Repairs. Licensor shall be responsible for damaged trees, major Court repairs and major Field repairs unless such damage is the result of Licensee's negligence or Licensee's failure to perform its obligations under this License in which case, Licensee shall be responsible for the costs of such repairs. Licensee will use its best efforts to notify Licensor of any conditions that require maintenance and repair work to the Recreational Facilities, which it observes during the use of the Recreational Facilities under this License. Licensee is responsible for the repair of the stairs and bleachers at the Recreational Facilities.
10. Parking. When Licensee's middle school is not in session or the middle school's surface parking facility is not otherwise required by Licensee, Licensee agrees to make the surface parking facility available for use by the public in connection with the use and enjoyment of adjacent Ft. Ward Park, located at 4301 West Braddock Road and the Fields. Licensor agrees to permit Licensee to use parking facilities at Ft. Ward Park on a non-exclusive basis for school activities; provided that these parking facilities shall not be used by students, faculty or employees of Licensee for parking during regularly scheduled classroom instruction hours.
11. Public use of the Field and Tennis Court. Licensor agrees that it will require all organizations that: (i) enters into a contract, license agreement or obtains a permit for the

use of the Recreational Facilities, or , and (ii) is required by the Licensor to obtain liability insurance that insures Licensor against claims of personal injury and property damage arising from the use of the Recreational Facilities to include Licensee as an additional named insured on such liability policy. Licensee shall also be included as an indemnity on any waiver of liability for the use of the Property and Licensee's parking facilities.

12. Rules and Regulations. Licensee shall abide by the Rules and Regulations of Synthetic Turf Playing Fields City of Alexandria, Virginia attached to this License Agreement as Schedule I and incorporated herein by reference. Licensee shall ensure that its staff and/or those responsible for the use of the Field and the supervision of those individuals who are using the Field are informed of the existence of the Rules and Regulations and are charged with the enforcement of the rules at all times during its use of the Field. Additionally Licensee will use its best efforts to advise Licensor of any violations of the Rules and Regulations it observes by other permitted users of the Fields.
13. Public Safety Access. Licensor shall be entitled throughout the term of this License to have its fire, police and other public safety officials and vehicles come onto Licensee's property for the purpose of enforcing the laws of the Commonwealth of Virginia and the City of Alexandria without the prior consent of Licensee.
14. Insurance. Licensee agrees to provide, and shall certify to the satisfaction of Licensor that Licensee is covered by (1) liability insurance in the amount not less than \$1,000,000 per person and \$3,000,000 per occurrence, which insures Licensee against (i) all claims of personal injury and personal property damage arising from the use of the Property and the Recreational Facilities, which claims allege that the injury or damage has been caused by the negligence, gross negligence, or intentional acts of Licensee and/or Licensee's agents or contractors, and (ii) claims of personal injury and property damage arising from the use of the Property and the Recreational Facilities, during any event or activity sanctioned or sponsored by Licensee, including any curriculum-related activities, sporting events, recreational or sponsored by Licensee's regular or periodic maintenance activities. Licensor shall be named as an additional insured in the policy required by this paragraph. In the event Licensee is unable to obtain the required insurance naming Licensor as a named insured, or the required insurance lapses, this License Agreement shall terminate unless, by amendment to this License acceptable to Licensor, Licensee agree to indemnify and hold harmless Licensor and all of its agents, officers and employees from and against any and all claims for the use of the Property, including any and all suits, damages, judgments, liability, losses and costs including reasonable attorneys' fees and expenses, associated with such claims. Licensee agrees to maintain insurance coverage, required by this provision throughout the term of this License and furnish evidence to Licensor of such prior to the effective date of this License. Licensee will provide evidence of its insurance under this section on demand of Licensor at any time during this License.
15. Applicability of Federal, State and Local Laws. This Agreement is subject to the Alexandria City Code, and all applicable provisions of federal and state law. In particular, this Agreement is subject to and Licensee shall comply with the criminal, fire,

health and safety laws of the City of Alexandria and the Commonwealth of Virginia. Licensee shall permit officers of the City of Alexandria charged with enforcement of such laws to inspect the Property during the periods of the licensee's use.

16. Termination. In the event Licensee violates any term of this License, Licensee shall be considered in default. If such continues for a period of thirty (30) days after Licensee has received written notice of the default, the Licenser may terminate this License effective immediately. Further, Licenser shall have the right to terminate this License, effective immediately, in the event Licensee shall cease to own and operate the adjacent school.
17. Assignment. This License may not be assigned by Licensee without the written consent of Licenser, which consent may not be unreasonably withheld but may require the approval of the Alexandria City Council. An assignment by Licensee to affiliate, which is under the control of the Licensee, shall not require Licenser's consent.
18. Governing Law. This License shall be governed in all respect by the laws of the Commonwealth of Virginia. Venue for any litigation arising from this License shall be the Circuit Court of the City of Alexandria.

IN WITNESS WHEREOF

The parties have affixed their signatures and seals as of the date first above written.

CHURCH SCHOOLS IN THE DIOSES OF
VIRGINIA, Trading as St. Stephen's &
St. Agnes School

By: _____

Date: _____

CITY OF ALEXANDRIA
a municipal corporation of
The Commonwealth of Virginia

By: _____

Date: _____

EXHIBIT A

Legal description of 5 acres of land located in the City of Alexandria, designated on the City of Alexandria Tax Map 20.00, Block 02, Lot 08.

Parcel 20.00-02-10-01, containing 217,800 square feet or 5.00 acres of land as designated in a plat of consolidation and Resubdivision of the Lands of Ascension Academy, Inc., dated march 8, 1984 and attached to a Deed of Consolidation and Resubdivision dated September 28, 1984 and recorded in Deed Book 1134 at page 980 among the land records of the City of Alexandria, Virginia.