LICENSE AGREEMENT

The License Agreement (the "**Agreement")** executed in duplicate this_____day of November 2019, 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"), both of which, referred to as the Parties, and was entered into on or about June 24, 2016.

RECITALS

A. Licensor 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. Licensee 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 or St. Stephens's and St. Agnes School (the **"SSSA Campus").**

D. Licensor and Licensee entered into a license agreement for the use of the Recreational Facilities on November 2, 1995 and Licensor has extended term of the licenses in accordance with their terms in 2000, 2005, 2008, 2013, 2016, & 2019. The current license dated November 1, 2019 for License's right to use the Recreational Facilities terminates on August 31, 2022.

E. Licensor and Licensee 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 Licensee, 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. Licensor and Licensee have agreed to extend the term of the License Agreement, and to provide for additional renewal terms, to justify Licensee's agreement to make a substantial capital investment to fund a portion of the cost to enable Licensee to install a synthetic grass 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, Licensor and 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 Licensee's use of the Field are 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 Agreement. 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 Licensee's use of 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 the Licensee's school curriculum and for 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 the Licensee's school curriculum and for 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 during this Agreement and for special activities and sporting events and games, including evening games, for which a special field permit has been issued.

d) Property Use. Licensee shall have the exclusive right to use the Property, including the Recreational Facilities for continuous periods during the term of this Agreement. The Licensor may close the Property for maintenance activities or repair by providing the 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. The Licensor shall provide the Licensee such written notice at least fourteen (14) days in advance of the prosed dates of closure so as to minimize interference with Licensee's use and enjoyment of the Property.

2. Term. The term of this License shall begin on September 1, 2022 and shall continue through August 31, 2025.

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, Licensee shall 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 Licensor within six months immediately preceding the expiration of the original or additional term of this Agreement. The Licensee has requested and received three (3) three- year extensions through 2022, and this agreement is for the fourth three (3) year agreement. Licensor's through RPCA will analyze and review use of Property by Licensee under terms of this Agreement to determine if additional or modifications to terms and conditions of the Agreement are necessary. That recommended, the Licensee shall have the first right to negotiate a new license agreement for five (5) additional three (3) years for the use of the Property.

4. Licensee Fee. Licensee shall pay the Licensor an annual fee for the license rights to use the Property. The annual fee shall be $25,140.45 during the first year of the term of the License (2023) and shall increase by three percent (3%) each year. The resulting fees shall be as follows:

License fee for 2023: $25,140.45
License fee for 2024: $25,894.66
License fee for 2025: $26,671.50

5. Payment Mailing Address.

All payments shall be sent to Licensor at the following address:
City of Alexandria
Department of RPCA, Recreation

Attachment

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 the 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.) The 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.) The 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 Agreement and after special events or weekend games; and shall be responsible for maintenance and repair of the stairs and bleachers.

8. Tennis Courts. (a.) The Licensor is responsible for maintaining the nets and fencing throughout the year.

(b) The Licensee is responsible for weed control, trash and litter control from September 1st through May 31st of this Agreement.

9. Major Repairs. Licensor shall be responsible for damaged trees, major Court repairs and major Field repairs unless such damages is the result of Licensee's negligence or Licensee's failure to perform its obligations under this Agreement in which case, Licensee shall be responsible for the costs of such repairs. The Licensee will use its best efforts to notify the Licensor of any of any conditions that require maintenance and repair work to the Recreational Facilities, which it observes during the use of the Property and the Recreational Facilities under this Agreement. The Licensee shall be responsible to the repair of the stairs and bleachers at the site.

10. Parking. During the periods of time when the Licensee's middle school is not in session or the middle school's surface parking facility is not otherwise required by the Licensee, the 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 Property 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 the 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 Property, and the use of Licensee's parking facility with the Licensor for the use of all or any part of the Property, and (ii) is required by the Licensor to obtain liability insurance that insures the Licensor against claims of personal injury and property damage arising from the use of the Property 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 by this 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 by Licensee. 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 the 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 the Licensee.

14. Insurance. Licensee agrees to provide, and shall certify to the satisfaction of the licensor that it 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 allege that the injury or damage has been cause by the negligence or gross negligence of the licensee and the Licensee's agents and employee, 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 the 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 the 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 Agreement 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 identified in this paragraph, 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 Agreement and finish evidence to Licensor of such prior to the effective date throughout the term of this Agreement.

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 Agreement, 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 Licensor may terminate this Agreement effective immediately. Further, Licensor shall have the right to terminate this Agreement, 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 Licensor, which consent may not be unreasonably withheld, but may require the approval of the Alexandria City Council. As assignment by Licensee to affiliate, which is under the control of the Licensee, shall not require the Licensor's consent.

18. Governing Law. This Agreement shall be governed in all respect by the laws of the Commonwealth of Virginia.

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:_____

Attachment

EXIBITA

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.