

DEED OF LEASE

THIS DEED OF LEASE (the "Lease") made and entered into as of this ____ day of _____, 2016, 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 (The "Premises").
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.
3. The parties now desire to terminate the Original Lease and enter into a Lease Agreement 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**; for good and valuable consideration, the sufficiency of which is acknowledged by the parties, Lessor and Lessee agree as follows:

ARTICLE I **RECITALS**

The foregoing recitals are hereby incorporated herein as an integral part of this Agreement.

ARTICLE II **PREMISES**

Subject to the terms and conditions provided herein, the City hereby leases to the Authority, and the Authority hereby leases from the City, the Premises situated in the City of Alexandria and the Commonwealth of Virginia, more particularly described on the Plat attached hereto as Exhibit 1. The Premises leased hereunder are sometimes hereinafter referred to as the "Property". 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 **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, subject to all applicable zoning and other state and local regulation.

ARTICLE IV
TERM AND PARTIES

- A. The initial term of this Lease (the “Lease Term”) shall commence on the 15th day of July, 2016, and shall terminate twenty (20) years later on the 15th day of July, 2036. Provided that the Authority is not in default of any material term, condition or covenant of this Lease beyond any period for curing the same, the Lease may be extended by agreement of the parties, if it is the expressed intention of the parties that the Property be preserved and maintained for regional park purposes.
- B. 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 V
RENT AND MURRAY’S LIVERY AS CONSIDERATION

- A. 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.
- B.1. As additional consideration for the Lease, the Authority shall acquire the property located at 517 Prince Street, Alexandria, Virginia (Tax Map Reference No. 53-204-021) for a price of One Million Five Hundred Thousand and 00/100 dollars (\$1,500,000) (“Murray’s Livery”). For the term of this lease, plus any extensions, this property, including its interior and exterior, will be maintained as a historic structure, and will help interpret the 18th Century life in Old Town Alexandria to the public.
2. The Authority agrees to borrow the money to purchase Murray’s Livery. In the event the City elects not to extend this Lease beyond the initial twenty (20) year Lease Term, as set forth in Article IV(A) of this Lease, subject to City Council appropriation of funds, the City will pay to the Lessee the amount of the principal balance remaining at the date of Lease termination on the Lessee’s loan obtained to acquire Murray’s Livery, which loan shall not exceed \$1,500,000, shall be made at market rates and shall have a term not to exceed thirty (30) years. The loan payoff payment shall be made within thirty (30) days of the termination of the Lease.
3. During the term of this Lease and any extensions thereof, if the Authority defaults on its loan to purchase Murray’s Livery or offers and/or markets for sale and/or sells Murray’s Livery or any portion of the property, the City shall have the first right to purchase Murray’s Livery or any portion thereof.
4. The Authority agrees to consult with the City’s Historic Preservation Manager prior to any modification to the interior of Murray’s Livery, but any changes shall be at the sole discretion of the Authority. Proposed alterations, additions or demolition to the exterior of the property are subject to the requirements of the Old and Historic Alexandria District Zoning Ordinance.

ARTICLE VI
DEVELOPMENT OF THE PARK, USE OF THE PROPERTY, EASEMENTS AND
RIGHTS OF WAY

A. 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 subject to other applicable terms and conditions herein and to all applicable zoning and land use laws and regulations.

B. 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. During the term of the Lease, Lessee shall allow up to 2,000 City youth and their associated chaperones per year to obtain free admission into the Great Waves Waterpark at Cameron Run Regional Park. Such admissions shall be for City administered youth summer programs. Admissions are valid Monday-Friday (non-holidays) only. All groups must reserve in advance.

C. 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 nature or the extent of the easement or right of way does not unreasonably 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
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 this 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 including but not limited to

applicable land use and zoning laws and 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 **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 **INDEMNITY AND LIABILITY INSURANCE**

A. 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.

B. 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
DEFAULT BY THE AUTHORITY

A. The occurrence of a failure of the Authority to observe and perform any provision of this Lease, requiring loan payments to be made to purchase Murray's Livery, and where such failure continues for sixty (60) days after written notice thereof by the City to the Authority, except that this sixty (60) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said sixty (60) day period and the Authority proceeds to diligently cure the default.

B. In the event of such default or breach by the Authority the City shall be entitled to:

1. Terminate this Lease by giving written notification of termination to the Authority, in which event the Authority shall within ninety (90) days surrender the Property to the City. If the Authority fails to surrender the Property, the City may, without prejudice to any other remedy it has for possession of the Property or other damages, re-enter and take possession of the Property and expel and/or remove the Authority in accordance with applicable law.

2. Exercise any other right or remedy available to the City whether at law or equity, it being understood that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies and benefits available to the City whether at law, equity or otherwise.

ARTICLE XI
DEFAULT BY THE CITY

If the City is in default in the performance of its obligations under this Lease, which default continues for a period of more than sixty (60) days after receipt of a written notice from the Authority specifying such default, or if such default is of a nature to require more than sixty (60) days for remedy and continues beyond the time reasonably necessary to cure (and the City has not undertaken procedures to cure the default within such sixty (60) day period and diligently pursued such efforts to complete such cure), the Authority may, in addition to any other remedy available at law or equity, at its option, upon reasonable notice incur any reasonable expense necessary to perform the obligation of the City specified in such notice and collect said reasonable expense incurred from the City.

ARTICLE XII
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 XIII
EMINENT DOMAIN

A. 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.

B. 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.

C. In the event of the termination of this lease by reason of the total or partial taking of the premises 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 XIV
LAKE COOK, PROTECTED NATURAL AREA, RESOURCE PROTECTION AREA

1. A. Lessee shall preserve the Protected Natural Area on the northwest corner of the Property as outlined on Exhibit 1. Lessee agrees to no further development or land disturbance in this area, but may allow passive recreational uses, such as picnicking, on the existing lawn areas. Lessee shall manage the vegetation in the Protected Natural Area and keep it clear of invasive plant materials. Lessee shall not remove any living, dead or diseased trees or vegetation in the Protected Natural Area without prior written approval from the City.

B. Lessee acknowledges that Lake Cook and the immediate surroundings constitute a significant storm water protection facility for the City, and that the facility is scheduled for major renovations to enhance its functions. All renovation and maintenance of the Lake Cook storm water facility and adjacent appurtenances shall be the responsibility of the City during the major renovation. Lessee shall allow the City access to Lake Cook for the renovations as well as all future inspection and maintenance needs. The City shall endeavor to work with the Lessee allowing it to comment on Lake Cook renovation and maintenance plans and to minimize impact to park operations during renovation and maintenance of Lake Cook. Lessee shall perform routine removal of trash that has been deposited in and around the vicinity of Lake Cook, excluding trash and debris in Lake Cook and perform routine landscape maintenance on the areas around the pond. Lessee shall collaborate with the City to create a basic landscape maintenance plan prior to the commencement of routine landscape maintenance within the Resource Protection Area as defined in paragraph C, below.

C. Lessee shall comply with the restrictions and protections pursuant to the Chesapeake Bay Act and attendant regulations for the Resource Protection Area ("RPA") as outlined in the City of Alexandria Zoning Ordinance.

ARTICLE XV
NOTICES

Notices and demands required or permitted to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight courier service and shall be deemed to have been sent on the date the same is postmarked if sent by certified mail or the day deposited with Federal Express or such other reputable overnight courier service, but shall not be deemed received until two (2) business days following deposit with Federal Express or other reputable overnight courier service or three (3) business days following deposit in the United States Mail if sent by certified mail. All notices shall be addressed as follows:

TO THE CITY:
Director, City of Alexandria's Department
of Recreation, Parks and Cultural Activities
1108 Jefferson Street
Alexandria, Virginia 22314

TO THE AUTHORITY:
Executive Director
NOVA Parks
5400 Ox Road
Fairfax Station, Virginia
22039

With a copy to:
City Manager
City Hall
301 King Street, Suite 3500
Alexandria, Virginia 22314

With a copy to:
City Attorney
301 King Street, Suite 1300
Alexandria, Virginia 22314

or such other address requested in writing by either party upon thirty (30) days' notice to the other party.

ARTICLE XVI
SEVERABILITY

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

ARTICLE XVII
GOVERNING LAW AND VENUE

This Lease shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to its conflicts of laws and principles.

ARTICLE XVIII
ENTIRE AGREEMENT

This Lease contains all of the agreements of the parties hereto with respect to matters covered or mentioned in this Lease and no prior agreement, letters, representations, warranties, promises or understandings pertaining to any such matters shall be effective for any purpose. This Lease may be amended or added to only by an agreement in writing signed by the parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on this _____ day of _____, 2016.

CITY OF ALEXANDRIA

By _____
Name: _____
Title: _____

NORTHERN VIRGINIA REGIONAL
PARK AUTHORITY

By _____
Name: _____
Title: _____

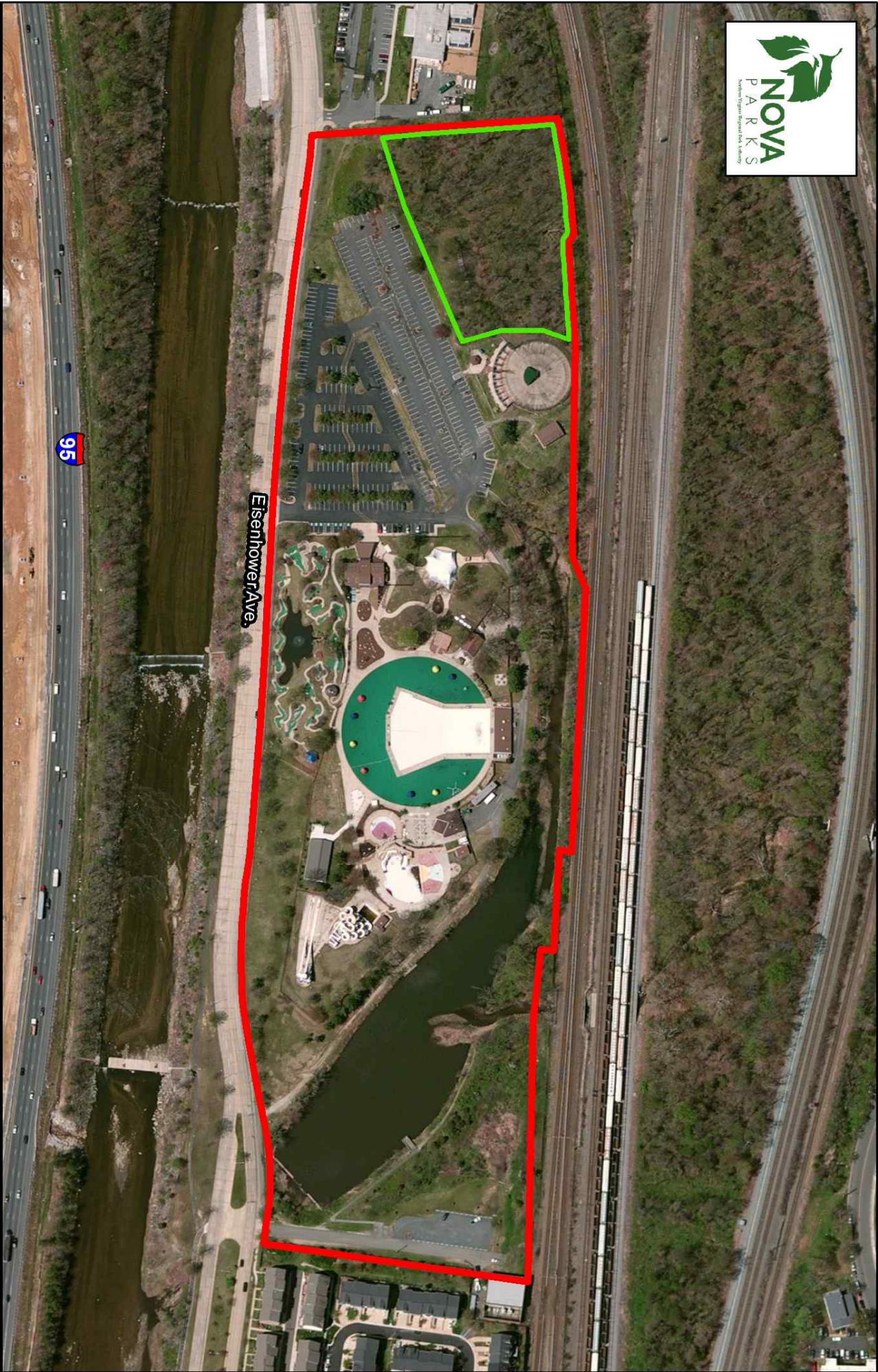
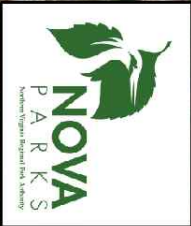


EXHIBIT 1
CAMERON RUN REGIONAL PARK
LEASE AREA



Cameron Run Lease Area
Protected Natural Area