

**SECOND MODIFICATION OF THE DEED OF LEASE BETWEEN
THE CITY OF ALEXANDRIA, VIRGINIA and NOVA PARKS
CAMERON RUN REGIONAL PARK**

THIS SECOND MODIFICATION AGREEMENT is made and entered into as of this _____ day of October 2018, by and between the **CITY OF ALEXANDRIA**, a municipal corporation of the Commonwealth of Virginia (the "City" or the "Lessor"), and **NOVA PARKS**, a body corporate politic (the "Authority" or "Lessee").

WITNESSETH:

WHEREAS, the City and the Authority have previously entered into a Deed of Lease dated as of the 30th day of June, 1981 (the "Lease"); and

WHEREAS, the Lease related to the leasing for a period of forty (40) years of three parcels of real property owned by the City, containing approximately 53 acres of land located on Cameron Run in the City; and

WHEREAS, the Lease was amended on the 29th day of April, 1991, reducing the leased premises to three leased parcels containing approximately 36.3 acres, which parcels are shown on the plat attached to the Lease as Exhibit 1, and incorporated therein; and

WHEREAS, the parties hereto desire to modify the Lease to exclude from the leased premises the areas of Lake Cook, Lake Cook Park and Ward's Woods which modification will result in the leased premises containing one parcel of real property owned by the City, Parcel 70.00-04-04, containing approximately 14.59 acres of land consisting of the parking area and shelters, batting cage, play structure, mini-golf, and aquatics facility, outlined in red on the diagram attached to this Second Modification of the Deed of Lease as Exhibit A; and

WHEREAS, the City will be responsible for the management and maintenance of Lake Cook, Lake Cook Park and Ward's Woods; and

WHEREAS, the City has agreed to extend the term of the Lease for an additional seven and

one-half years (7.5 years), thereby extending the term of the Lease from July 1, 2021 until December 31, 2028, but such extension shall be granted, only if the Authority completes and complies with the parties' mutually agreed upon Enhancements and Site Improvements which are set forth below;

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00), the mutual exchange of which is hereby acknowledged, and other good and valuable consideration, the parties hereby agree as follows:

1. Article II of the Lease entitled "Premises" is hereby amended as follows:

Premises

The premises leased under the Lease shall exclude Lake Cook, Lake Cook Park Ward's Woods and which modification shall result in the Leased Premises being reduced to containing one parcel of real property owned by the City, Parcel 70.00-04-04, containing approximately 14.59 acres of land consisting of the parking areas and shelters, batting cage, play structure, mini-golf, and aquatics facility, outlined in red on the diagram attached to this Second Modification to the Deed of Lease as Exhibit A.

The City shall be responsible for the maintenance and management of Lake Cook, Lake Cook Park and Ward's Woods.

2. Article IV of the Lease entitled "Term" is hereby amended by adding additional paragraphs that shall read as follows:

Term

1. The term of the Lease shall be extended for a period of seven and one-half years (7.5 years) from July 1, 2021 until and including December 31, 2028. This extension shall be granted only if the Lessee successfully implements and completes to the satisfaction of the City the parties' mutually agreed upon Program Enhancements and Site Improvements which are set forth below:

A. Winter Village:

1. At a reasonable time prior to June 30, 2021, the Lessee shall create a "Winter Village" inside the Waterpark. The Winter Village shall include the

following features or comparable features that the City has preapproved in writing:

- a. Ice skating rink
 - b. Winter themed light displays
 - c. Children's activities such as rides, play equipment and game tables
 - d. Food service
 - e. Winter themed lighting in mini-golf area
 - f. Program support areas such as a heated admissions/rest room building and hospitality tent.
2. The Winter Village shall operate from mid-November through approximately the first full week of January seven (7) days a week from 5 p.m. to 10 p.m. Beginning from approximately the end of the first full week of January through the end of February, the ice rink only will operate Friday from 5 p.m. to 10 p.m., and Saturday and Sunday from 11 a.m. to 5 p.m. The Lessee reserves the right to adjust operating schedules based upon demand and weather conditions.

B. Community Aquatics:

- 1. Learn to Swim Program: Between Memorial Day and Labor Day, during the pool season, the Lessee shall provide Learn to Swim classes for young children each morning, beginning no earlier than 8 a.m. The Lessee reserves the right to extend Learn to Swim classes beyond Labor Day.
 - a. The City and the Lessee agree to mutually advertise the Learn to Swim Program through marketing materials such as flyers, program guides, eNews, and social media.
- 2. Dedicated Lap Swimming:
 - a. Between Memorial Day and Labor Day, during the pool season, the Lessee shall make the wave pool available for dedicated roped swim lanes for lap swimming from July 1 through August 31 between the hours of 8 a.m. to 10 a.m. Lap swim scheduling will be only by organized swim clubs scheduled through the City. This schedule may be amended by the parties by

written agreement. Lessee shall procure and install lane ropes for dedicated lap swimming.

- b. Prior to May 31 of each year of the Lease term the City shall provide a proposed schedule for lap swimming at the wave pool.
- c. Any and all revenue generated from the use of the wave pool for lap swimming shall be paid to the City.

C. Parking Lot Enhancements:

Prior to July 1, 2021, the Lessee shall patch and reseal the parking lot and replace permanent bump stops with temporary bump stops in the west area of the parking lot to accommodate a mini-pitch facility. The mini-pitch facility will be managed by the City or by a City sponsored partnership or affiliate.

D. Site Maintenance Enhancements:

The Lessee shall employ at least one full time maintenance person (for a minimum of 40 hours per week) whose sole responsibility shall be the maintenance of the Leased Premises.

E. Joint Cooperative Activities at Leased Premises

The Lessee and the City agree to cooperate regarding additional temporary or seasonal activities such as farmers markets, food truck rodeos and other temporary use of the parking lot during the aquatics off-season. By written agreement, the City and the Lessee shall determine the revenue share generated by any such cooperative programs.

- 3. In the event that the Lessee does not implement the Program Enhancements and Site Improvements set forth above, the lease shall terminate on June 30, 2021, unless otherwise delayed due to regulatory processes outside of the Lessee's control.
- 4. Prior to December 31, 2028, both parties may discuss either a short-term lease extension, or long-term lease replacement. It is recognized by both the Lessee and the City that a long-term lease replacement beyond December 31, 2028, would be a joint vision whereby the Lessee would partner with the City and Lessee would be required to make substantial

capital investments in the existing facilities and new development.

3. There are no outstanding claims by either party against the other with respect to this Second Modification of Lease Agreement.
4. Except as expressly amended hereby, the Deed of Lease remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF this Second Modification of the Deed of Lease has been duly executed by the parties hereto as of the date and year first above written.

LESSEE:

NOVA Parks, a body corporate politic

By: _____
Paul Gilbert
Title: Executive Director

LESSOR:

THE CITY OF ALEXANDRIA, VIRGINIA, a
municipal corporation of the Commonwealth of
Virginia

By: _____
Mark B. Jinks, City Manager

Approved as to form:

Assistant City Attorney

EXHIBIT A

