

INTRODUCED: June 24, 2024

AN ORDINANCE No. 2024-178

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Assignment and Assumption of Leasehold Interest in Ground Lease between the City and the Economic Development Authority of the City of Richmond for the purpose of the assumption by the City of the Authority's ground lease of a 15.04-acre parcel located at 2401 West Leigh Street to facilitate the transfer of the ownership and operation of the facilities located thereon from the Authority to the City. (2nd District)

Patrons – Mayor Stoney, Vice President Lambert and Ms. Jordan

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUL 22 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an Assignment and Assumption of Leasehold Interest in Ground Lease between the City and the Economic Development Authority of the City of Richmond for the purpose of the assumption by the City of the Economic Development Authority of the City of Richmond's ground lease of a 15.04-acre parcel located at 2401 West Leigh Street to facilitate the transfer of the ownership and operation of the facilities located

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JULY 22 2024 REJECTED: _____ STRICKEN: _____

thereon from the Authority to the City. The Assignment and Assumption of Leasehold Interest in Ground Lease shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

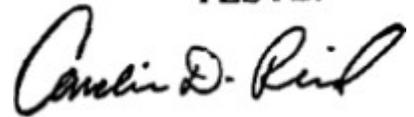
§ 2. That the Chief Administrative Officer be and is hereby further authorized to execute such other documents as may be necessary to effectuate the assumption of the leasehold interest described in section 1 of this ordinance, provided that all such documents first must be approved as to form by the City Attorney or the designee thereof.

§ 3. This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

**A TRUE COPY:
TESTE:**



City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0647

File ID: Admin-2024-0647

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 06/18/2024

Subject:

Final Action:

Title:

Internal Notes:

Code Sections:

Agenda Date: 06/24/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: WD - Agmt Training Center Assignment AATF, 1.0
Combined Training Center Attachement with Exhibits
Packet AATF, 2.0 Recorded Ground Lease 2.4.2013

Enactment Number:

Contact:

Introduction Date:

Drafter: Katie.McConnell@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/18/2024	Matt Welch	Approve	6/20/2024
1	2	6/18/2024	Sharon Ebert	Approve	6/20/2024
1	3	6/18/2024	Chris Frelke	Approve	6/20/2024
1	4	6/20/2024	Traci DeShazor	Approve	6/21/2024

Notes: From: Barrett, Dominic G. - Human Services <Dominic.Barrett@rva.gov>
Sent: Thursday, June 20, 2024 11:19 AM
To: Hagen, Kit - DIT <Kit.Hagen@rva.gov>
Cc: McConnell, Katie S. - DED <Katie.McConnell@rva.gov>; Marable, Wanda - DPR <Wanda.Marable@rva.gov>; Spellman, Caprichia S. - CWB <Caprichia.Spellman@rva.gov>; Sedano, Caitlin R. - CAO <Caitlin.Sedano@rva.gov>; Gray, Jeff L. - CAO <Jeff.Gray@rva.gov>
Subject: FW: Admin-2024-0639 and Admin-2024-0647
Importance: High

Kit – we have 2 Ords in Granicus stuck with Traci. She is out of the country and didn't set up a designee within the system. I'm told we can't pause and swap if it is already with her. I believe you are the only one who can do that. Could you replace Traci with Caprichia within these two items: Admin-2024-0639 and Admin-2024-0647

1	5	6/20/2024	Caprichia Spellman	Approve	6/24/2024
1	6	6/21/2024	Jeff Gray	Approve	6/24/2024
1	7	6/21/2024	Lincoln Saunders	Approve	6/25/2024
1	8	6/21/2024	Cordell Hayes - FYI	Notified - FYI	
1	9	6/21/2024	Mayor Stoney	Approve	6/25/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-0647

O & R Request

DATE: June 10, 2024 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Traci J. Deshazor, Deputy Chief Administrative Officer for Human Services

THROUGH: Christopher Frelke, Director of Parks, Recreation and Community Facilities

THROUGH: Sharon Ebert, Deputy Chief Administrative Officer, Planning & Economic Development Portfolio

FROM: Matthew Welch, Acting Director, Department of Economic Development

RE: Assignment and Assumption of Leasehold Interest in Ground Lease to facilitate the transfer of the Training Center from the EDA to the City of Richmond.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Assignment and Assumption of Leasehold Interest in Ground Lease between the City and the Economic Development Authority of the City of Richmond for the purpose of the assumption by the City of the Authority's ground lease of a 15.04-acre parcel located at 2401 West Leigh Street to facilitate the transfer of the ownership and operation of the facilities located thereon from the Authority to the City.

BACKGROUND: The Assignment and Assumption of the Leasehold Interest is necessary to transfer the ownership and operation of the Training Facility from the Authority to the City. The transfer of this the Facility accomplishes a number of strategic goals:

- Increases public access to green spaces and parks - one of the six Big Moves of the Richmond 300;
- Assists with the Mayor's Green Team goal of all Richmonders having access to a park or open space within a 10-minute walk from their home;
- Aligns a premier sports and wellness facility with the mission of the Department of Parks

- and Recreation (DPR) to increase programming and use for Richmonders; and
- Relocates DPR staff from leased, private office space to a City-owned facility.

Additional Details

The Training Center is a LEED Certified, two-story 33,700 square foot sports, office, and event facility with professional athletic fields, locker rooms, and a park. It was built as part of an economic development project between the Commonwealth of Virginia, the City of Richmond, the Authority, Bon Secours, and the football team now known as the Washington Commanders, initially announced in 2012. Since opening, Bon Secours has leased office space in the facility. The Washington Commanders stopped using the facility for its spring training camp in 2020.

Per the Commercial Development Agreement (ORD. 2012-215-194) between the Authority and the City, the Authority would develop, own, and manage the Training Center. In 2013, the Authority entered into a 20-year ground lease agreement with the Commonwealth of Virginia, Department of General Services and the Science Museum of Virginia for the 15.04-acre parcel of land located at 2401 W Leigh Street, where the EDA would build the Training Center. The lease's initial term expires on December 31, 2032 and includes terms for 10-year renewal periods for years 21-60. The City must assume the Authority's ground lease with the Commonwealth to transfer ownership of the facility.

Currently, the Training Center is an increasingly popular venue for indoor and outdoor events and sporting activities. However, its primary function remains as a medical office facility with limited public access. With Bon Secours's upcoming plans to relocate to a new building in Sauer Center by the end of 2024 (providing an important commercial anchor in a new, taxable commercial development), the facility is poised to transition from the Authority to the City. This transition will provide the public with greater access to the high-quality green space and athletics facility while also offering much-needed city-owned office space for DPR, further aligning the training center with DPR's programming and mission.

COMMUNITY ENGAGEMENT: Increasing access to public green space and parks is a goal of the Richmond 300 Master Plan, which had a robust public engagement process.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: The transfer of the Training Center from the Authority to City will increase access to public green space and parks a goal of the Richmond 300 Master Plan, RVAGreen 2050, Mayor's Green Team, and the Greater Scotts Addition Master Plan. The assignment of the Shared Use Agreement has been approved by the Commonwealth of Virginia, Department of General Services and the Authority.

FISCAL IMPACT: The FY 2025 Adopted General Fund Budget includes \$401,142 for DPR to assist with the headquarter transition to the Training Center. Funding will be used to support moving and improvements needed to house staff and operate the facility. The facility will be rented out to the public and City agencies, generating revenue which will be used to offset costs associated with operating and maintaining the facility.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: June 24, 2024

CITY COUNCIL PUBLIC HEARING DATE: July 22, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation
Standing Committee

AFFECTED AGENCIES: Parks and Recreation, General Services

RELATIONSHIP TO EXISTING ORD. OR RES.: ORD. 2012-215-194, Ord. No.
2012-236-220, ORD. 2012-235-219

ATTACHMENTS:

- Assignment and Assumption of Leasehold Interest in Ground Lease
 - Exhibit A - Assignment and Assumption of Deed of Lease between the Authority and Bon Secours-Richmond Health System (First Floor)
 - Exhibit B - Assignment and Assumption of Deed of Lease between the Authority and Bon Secours-Richmond Health System (Second Floor)
 - Exhibit C - First Amendment to Leigh Street Development Cooperation Agreement
- Ground Lease

STAFF: Christopher Frelke, Director of Parks, Director, Department of Recreation and Community Facilities

Matt Welch, Acting Director, Department of Economic Development

Katie McConnell, Senior Deputy Director, Department of Economic Development

ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST IN GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST IN GROUND LEASE (the "Assignment") is executed and delivered as of the ____ day of _____, 2024 ("Effective Date") by and between the Economic Development Authority of the City of Richmond, a political subdivision of the Commonwealth of Virginia ("Assignor") and the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia ("Assignee").

RECITALS:

- A. Assignor is the ground lessee of certain real property and improvements located in the city of Richmond, more particularly described on "Schedule A" attached hereto and made a part hereof (the "Demised Premises"), such leasehold interest of the Assignor in and to the Demised Premises being pursuant to the terms of the certain Ground Lease by and between the Commonwealth of Virginia, Department of General Services and the Science Museum of Virginia ("Lessor") and Assignor, as Lessee dated January 1, 2013 and recorded in the land records of the Circuit Court of the City of Richmond, Virginia on February 4, 2013 (the "Ground Lease"). Capitalized terms not otherwise defined in this assignment shall have such meanings as are set forth in the Ground Lease.
- B. Section 1.6.6 of the Ground Lease permits the assignment of the Ground Lease to Assignee without Lessor's consent.
- C. Assignor desires to assign to Assignee all of its rights, title, interest, and obligations in the Ground Lease to Assignee, and Assignee desires to acquire from Assignor such rights, title, interest, and obligations of Assignor under the Ground Lease.
- D. This Assignment shall be effective as of the Effective Date.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor and Assignee hereby agree as follows:

AGREEMENT:

- 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference as if set forth in full in the body of this Assignment. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Ground Lease.
- 2. Assignment. Assignor hereby grants, bargains, sells, assigns, transfers, and delivers to Assignee, its successors and assigns forever, all of its right, title, and interest in and to the Ground Lease, together with all security deposits, prepaid rents, and other deposits, if any, made in respect of the Ground Lease (collectively the "Deposits") and Assignee hereby accepts such assignment, all on the terms and conditions set forth in this Assignment.
- 3. Assumption. Assignee hereby accepts and assumes, from and after the Effective Date, the obligations of Assignor. Assignor warrants, represents, and agrees that all liabilities and obligations of the Lessee, as defined in the Ground Lease (the "Lessee"), due or to be performed by or on the part of Lessee under the Ground Lease relating to the period prior to the Effective Date of this

Assignment are the responsibility of the Assignor. Assignee warrants, represents, and agrees that all liabilities and obligations of the Lessee due or to be performed by or on behalf of Lessee under the Ground Lease relating to the period on or after the Effective Date of this Assignment are the responsibility of the Assignee.

4. Ancillary Matters. This Assignment includes but is not necessarily limited to such ancillary matters as are represented by the documents attached hereto as Exhibits A, B, and C into which the parties intend to enter in order to effectuate the purposes of this Assignment.
5. Improvements. Any and all improvements and fixtures attached to or appertaining to the Demised Premises under the Ground Lease and which are owned by Assignor are included in the rights assigned by this Assignment.
6. Governing Law. This Assignment shall be deemed to be an agreement made under the laws of the Commonwealth of Virginia and for all purposes shall be governed by and construed in accordance with such laws.
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. The exchange of executed copies of this Assignment by facsimile or electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties for all purposes, and signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this

Assignment as of the Effective Date.

ASSIGNOR:

**The Economic Development Authority of
the City of Richmond, Virginia**
a political subdivision of the Commonwealth of
Virginia

By: _____
Name: John S. Molster
Title: Chairman

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to wit;

The foregoing Assignment was acknowledged before me this _____ day of _____, 2024, by John S. Molster, Chairman, on behalf of the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia.

Given under my hand this _____ day of _____, 2024.
My commission expires: _____.

Notary Public

ASSIGNEE:

City of Richmond, Virginia
a municipal corporation and political
subdivision of the Commonwealth of
Virginia

By: _____
Name: J. E. Lincoln Saunders
Title: Chief Administrative Officer

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to wit;

The foregoing Assignment was acknowledged before me this _____ day of _____, 2024, by J. E. Lincoln Saunders, Chief Administrative Officer, on behalf of the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia.

Given under my hand this _____ day of _____, 2024.
My commission expires: _____.

Notary Public

Approved as to form:



Deputy City Attorney

SCHEDULE A
TO
ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST IN GROUND LEASE

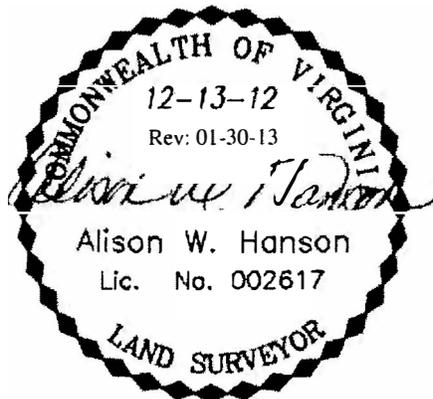


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REDSKINS TRAINING CAMP LEASE PARCEL

ALL THAT CERTAIN PIECE OR PARCEL OF LAND CONTAINING **15.040 ACRES** OF LAND LYING ON THE SOUTHERN RIGHT OF WAY LINE OF WEST LEIGH STREET AND ON THE WESTERN RIGHT OF WAY LINE OF DMV DRIVE IN THE CITY OF RICHMOND VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF WEST LEIGH STREET AND THE WESTERN RIGHT OF WAY LINE OF DMV DRIVE, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, THENCE ALONG SAID WESTERN RIGHT OF WAY LINE OF DMV DRIVE S 36°15'54" W 229.90 FEET TO A POINT; THENCE LEAVING SAID WESTERN RIGHT OF WAY LINE OF DMV DRIVE N 53°44'14" W 400.07 FEET TO A POINT; THENCE N 35°31'15" E 6.63 FEET TO A POINT; THENCE N 53°27'31" W 85.16 FEET TO A POINT; THENCE S 36°59'09" W 26.63 FEET TO A POINT; THENCE N 53°31'42" W 38.25 FEET TO A POINT; THENCE N 54°33'46" W 130.24 FEET TO A POINT; THENCE N 48°19'37" W 66.79 FEET TO A POINT; THENCE N 43°27'11" W 81.04 FEET TO A POINT; THENCE N 39°33'46" W 37.85 FEET TO A POINT; THENCE N 34°34'20" W 111.25 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 22.01 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF N 76°36'40" W, AND A CHORD LENGTH OF 20.09 FEET TO A POINT; THENCE S 61°20'59" W 6.90 FEET TO A POINT; THENCE N 28°45'00" W 86.85 FEET TO A POINT; THENCE N 28°42'59" W 107.33 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 300.20 FEET, A RADIUS OF 433.73 FEET, A CHORD BEARING OF N 08°53'18" W, AND A CHORD LENGTH OF 294.24 FEET TO A POINT; THENCE N 10°56'22" E 279.89 FEET TO A POINT; THENCE N 24°16'26" E 84.33 FEET TO A POINT; THENCE N 36°04'12" E 99.91 FEET TO A POINT; SAID POINT LYING ON THE SOUTHERN RIGHT OF WAY LINE OF WEST LEIGH STREET, THENCE ALONG SAID SOUTHERN RIGHT OF WAY LINE OF WEST LEIGH STREET WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 323.52 FEET, A RADIUS OF 650.00 FEET, A CHORD BEARING OF S 44°48'29" E, AND A CHORD LENGTH OF 320.19 FEET TO A POINT; THENCE S 30°32'59" E 1048.90 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 192.37 FEET, A RADIUS OF 550.00 FEET, A CHORD BEARING OF S 40°34'11" E, AND A CHORD LENGTH OF 191.39 FEET TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 30.32 FEET, A RADIUS OF 20.00 FEET, A CHORD BEARING OF S 07°09'45" E, AND A CHORD LENGTH OF 27.50 FEET TO A POINT; SAID POINT LYING ON THE WESTERN RIGHT OF WAY LINE OF DMV DRIVE AND BEING THE TRUE POINT AND PLACE OF BEGINNING, AND CONTAINING **15.040 ACRES** (655,150. SQUARE FEET) MORE OR LESS.



612 Hull Street, Suite 101B
Richmond, Virginia 23224
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EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST
IN GROUND LEASE

ASSIGNMENT AND ASSUMPTION OF DEED OF LEASE
BON SECOURS WASHINGTON REDSKINS TRAINING CENTER
BETWEEN ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND,
VIRGINIA AND BON SECOURS-RICHMOND HEALTH SYSTEM

THIS ASSIGNMENT AND ASSUMPTION OF DEED OF LEASE BON SECOURS WASHINGTON REDSKINS TRAINING CENTER (the "Assignment") is executed and delivered as of the ____ day of _____, 2024 ("Effective Date") by and between the Economic Development Authority of the City of Richmond, a political subdivision of the Commonwealth of Virginia ("Assignor") and the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia ("Assignee").s

RECITALS:

- A. Assignor is the Landlord under that certain Deed of Lease dated July 8, 2013 as amended by First Amendment to Deed of Lease dated February 28, 2018; Second Amendment to Deed of Lease dated September 27, 2018; and Third Amendment to Deed of Lease dated May 29, 2024 (collectively the "Lease") whereby Landlord leases to Tenant certain premises consisting of approximately 10,638 square feet of first floor space located in the facility formerly known as the Bon Secours Washington Redskins Training Center. Capitalized terms not otherwise defined in this assignment shall have such meanings as are set forth in the Lease.
- B. Assignor desires to assign to Assignee all of its rights, interest, and obligations in the Lease Assignee, and Assignee desires to acquire from Assignor such rights, interest, and obligations of Assignor under the Lease.
- C. The Lease contains no restrictions on the Landlord's assignment rights and therefore is freely assignable by Landlord.
- D. This Assignment shall be effective as of the Effective Date.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor and Assignee hereby agree as follows:

AGREEMENT:

- 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference as if set forth in full in the body of this Assignment. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease.
- 2. Assignment. Assignor hereby grants and assigns to Assignee, its successors and assigns forever, all of its rights and interest in and to the Lease, and Assignee hereby accepts such assignment, all on the terms and conditions set forth in this Assignment.
- 3. Assumption. Assignee hereby accepts and assumes, from and after the Effective Date, the obligations of Assignor. Assignor warrants, represents, and agrees that all liabilities and obligations

of the Landlord, as defined in the Lease (the "Landlord"), due or to be performed by or on the part of the Landlord under the Lease relating to the period prior to the Effective Date of this Assignment are the responsibility of the Assignor. Assignee warrants, represents, and agrees that all liabilities and obligations of the Landlord due or to be performed by or on behalf of Landlord under the Lease relating to the period on or after the Effective Date of this Assignment are the responsibility of the Assignee.

4. Governing Law. This Assignment shall be deemed to be an agreement made under the laws of the Commonwealth of Virginia and for all purposes shall be governed by and construed in accordance with such laws.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. The exchange of executed copies of this Assignment by facsimile or electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties for all purposes, and signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

**The Economic Development Authority of
the City of Richmond, Virginia**
a political subdivision of the Commonwealth of
Virginia

By: _____
Name: John S. Molster
Title: Chairman

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to wit;

The foregoing Assignment was acknowledged before me this _____ day of _____, 2024, by John S. Molster, Chairman, on behalf of the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia.

Given under my hand this _____ day of _____, 2024.
My commission expires: _____.

Notary Public

ASSIGNEE:

City of Richmond, Virginia
a municipal corporation and political
subdivision of the Commonwealth of
Virginia

By: _____
Name: J. E. Lincoln Saunders
Title: Chief Administrative Officer

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to wit;

The foregoing Assignment was acknowledged before me this _____ day of _____, 2024, by J. E. Lincoln Saunders, Chief Administrative Officer, on behalf of the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia.

Given under my hand this _____ day of _____, 2024.
My commission expires: _____.

Notary Public

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST
IN GROUND LEASE

ASSIGNMENT AND ASSUMPTION OF DEED OF LEASE
BON SECOURS WASHINGTON REDSKINS TRAINING CENTER (SECOND FLOOR)
BETWEEN ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND,
VIRGINIA AND BON SECOURS-RICHMOND HEALTH SYSTEM

THIS ASSIGNMENT AND ASSUMPTION OF DEED OF LEASE BON SECOURS WASHINGTON REDSKINS TRAINING CENTER (SECOND FLOOR) (the “Assignment”) is executed and delivered as of the ____ day of _____, 2024 (“Effective Date”) by and between the Economic Development Authority of the City of Richmond, a political subdivision of the Commonwealth of Virginia (“Assignor”) and the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (“Assignee”).

RECITALS:

- A. Assignor is the Landlord under that certain Deed of Lease dated May 2014 as amended by First Amendment to Deed of Lease dated May 29, 2024 (collectively the “Lease”) whereby Landlord leased to Tenant certain premises consisting of approximately 6,724 square feet of second floor space located in the facility formerly known as the Bon Secours Washington Redskins Training Center. Capitalized terms not otherwise defined in this assignment shall have such meanings as are set forth in the Lease.
- B. Assignor desires to assign to Assignee all of its rights, interest, and obligations in the Lease Assignee, and Assignee desires to acquire from Assignor such rights, interest, and obligations of Assignor under the Lease.
- C. The Lease contains no restrictions on the Landlord’s assignment rights and therefore is freely assignable by Landlord.
- D. This Assignment shall be effective as of the Effective Date.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor and Assignee hereby agree as follows:

AGREEMENT:

- 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference as if set forth in full in the body of this Assignment. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease.
- 2. Assignment. Assignor hereby grants and assigns to Assignee, its successors and assigns forever, all of its rights and interest in and to the Lease, and Assignee hereby accepts such assignment, all on the terms and conditions set forth in this Assignment.
- 3. Assumption. Assignee hereby accepts and assumes, from and after the Effective Date, the obligations of Assignor. Assignor warrants, represents, and agrees that all liabilities and obligations of the Landlord, as defined in the Lease (the “Landlord”), due or to be performed by or on the part of the Landlord under the Lease relating to the period prior to the Effective Date of this Assignment

are the responsibility of the Assignor. Assignee warrants, represents, and agrees that all liabilities and obligations of the Landlord due or to be performed by or on behalf of Landlord under the Lease relating to the period on or after the Effective Date of this Assignment are the responsibility of the Assignee.

4. Governing Law. This Assignment shall be deemed to be an agreement made under the laws of the Commonwealth of Virginia and for all purposes shall be governed by and construed in accordance with such laws.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. The exchange of executed copies of this Assignment by facsimile or electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties for all purposes, and signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

**The Economic Development Authority of
the City of Richmond, Virginia**
a political subdivision of the Commonwealth of
Virginia

By: _____
Name: John S. Molster
Title: Chairman

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to wit;

The foregoing Assignment was acknowledged before me this _____ day of _____, 2024, by John S. Molster, Chairman, on behalf of the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia.

Given under my hand this _____ day of _____, 2024.
My commission expires: _____.

Notary Public

ASSIGNEE:

City of Richmond, Virginia
a municipal corporation and political
subdivision of the Commonwealth of
Virginia

By: _____
Name: J. E. Lincoln Saunders
Title: Chief Administrative Officer

COMMONWEALTH OF VIRGINIA,
CITY OF RICHMOND, to wit;

The foregoing Assignment was acknowledged before me this _____ day of _____, 2024, by J. E. Lincoln Saunders, Chief Administrative Officer, on behalf of the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia.

Given under my hand this _____ day of _____, 2024.
My commission expires: _____.

Notary Public

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST
IN GROUND LEASE

FIRST AMENDMENT TO
LEIGH STREET DEVELOPMENT COOPERATION AGREEMENT,
DATED JANUARY 3, 2013, BETWEEN THE CITY OF RICHMOND, VIRGINIA
AND THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF
RICHMOND, VIRGINIA

This First Amendment to the Leigh Street Development Cooperation Agreement (“Cooperation Agreement”), dated January 3, 2013, is entered into between the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “City”), and the Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia (the “Authority”) pursuant to Section 4.6 of the Cooperation Agreement. The parties, intending to be legally bound and for valuable consideration, agree as follows:

1. The City and the Authority desire to delete Section 1.4 in its entirety and replace it with the following:

1.4 Duration. This Cooperation Agreement shall be in force and effect beginning on the date first written above and shall expire when all obligations have been performed and all rights have been fully exercised by the City and the Authority. Notwithstanding the foregoing or anything in this Cooperation Agreement to the contrary, this Cooperation Agreement will terminate upon the assignment to the City by the Authority, and the assumption by the City from the Authority, of that certain Ground Lease by and between the Commonwealth of Virginia, Department of General Services and the Science Museum of Virginia and the Authority dated January 1, 2013 and recorded in the land records of the Circuit Court of the City of Richmond, Virginia on February 4, 2013.

2. Except as specifically modified in this First Amendment, all other provisions of the Cooperation Agreement remain the same. Defined terms used in this amendment have the meanings ascribed to them in the Cooperation Agreement. If any of the terms of this Amendment conflict with the Cooperation Agreement, the terms of this Amendment control.

The duly authorized representatives of the parties have executed this Amendment to be effective on the date indicated below.

CITY OF RICHMOND, VIRGINIA

a municipal corporation and political subdivision of
the Commonwealth of Virginia

By: _____
Chief Administrative Officer

APPROVED AS TO FORM:

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST
IN GROUND LEASE

City Attorney

ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF RICHMOND, VIRGINIA
a political subdivision of the Commonwealth of
Virginia

By: _____
Chairman

APPROVED AS TO FORM:

Bonnie M. Ashley
General Counsel to the Authority

13-2556

This Deed is exempt from recordation taxes by virtue of §§ 58.1-811(E) and from the Clerk's fee by virtue of § 17.1-266 of the Code of Virginia (1950), as amended.

City 1340

GROUND LEASE

This GROUND LEASE (the "Lease") is made this 1st day of January, 2013, by and between the COMMONWEALTH OF VIRGINIA, Department of General Services and the SCIENCE MUSEUM OF VIRGINIA (collectively the "Lessor"), and the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "Lessee"), with the approval of the Governor pursuant to Virginia Code § 23-4.1.

WITNESSETH

For and in consideration of the terms, conditions, covenants, promises and agreements herein made, the Lessor hereby leases and demises unto the Lessee the following described real property subject to the terms, conditions, covenants, promises, and agreements as set forth below:

1.1 PROPERTY DESCRIPTION

That certain parcel of land located in the City of Richmond, Virginia consisting of approximately 15.040 acres and being more particularly described in Exhibit A and as shown on Exhibit B, both attached hereto and made a part hereof (the "Premises"), being a portion of the lands owned by the Commonwealth of Virginia, Science Museum of Virginia by virtue of Instrument No. 98-30615, recorded in the office of the Clerk of the Circuit Court of the City of Richmond.

1.2 TERM OF GROUND LEASE

The initial term of this Ground Lease (the "Initial Term") shall be twenty (20) years, beginning on January 1, 2013, (the "Commencement Date") and terminating on December 31, 2032 (the "Termination Date").

1.3 RENT

1.3.1 Lessee shall pay Landlord the sum of Forty Thousand Five Hundred Sixty and 00/100 Dollars (40,560.00) as rent (the "Rent") for each year of the Initial Term, which shall be paid in advance on the Commencement Date and each anniversary of the Commencement Date during the Initial Term thereafter.

1.3.2 The payment of all Rent shall be made payable to Treasurer of Virginia and mailed to:

(Name) Saa'dia JW Talbert, CPA
CFO, Finance & Administration
(Address) Science Museum of Virginia
2500 West Broad Street
Richmond VA 23220-2057

or to such other person or entity or at such other address as Landlord may designate from time to time by written notice to Lessee as provided herein.

1.3.3 The Lessee shall pay the Rent and all other payments required under this Lease free of all deductions, diminutions, defenses, claims or other deductions whatsoever.

1.3.4 As additional consideration hereunder, Lessor and Lessee agree that each shall have the non-exclusive use of parking in the parking lots known as the K Lot, to be constructed on the northeast corner of the Premises, and the "Terminal Lot," currently used by Lessor and as shown on Exhibit B hereto, and reasonable access across said lots to their respective properties. The parties shall set forth the terms and conditions of such use in a separate agreement, referred to herein as the "Shared Use Agreement." Such agreement shall be coterminous with this Lease, shall be reviewed by the parties on an annual basis, and shall include, but not necessarily be limited to, the use of said K Lot, said Terminal lot, ingress and egress to each respective property across said lots, and future parking needs. Notwithstanding the foregoing, however, Lessor understands that during those periods when the training camp activities are being conducted there is no guarantee that the K Lot will be available for use for any purpose.

1.3.5 As further consideration, Lessor shall have use of the park at the western end of the Premises for special events of the Lessor. The terms and conditions of said use of the park at the western end of the Premises shall also be addressed in the Shared Use Agreement.

1.4 RENEWAL OF GROUND LEASE

1.4.1 Unless otherwise terminated as provided in this Lease and provided Lessee is not in default hereunder, at the end of the Initial Term the Lessee shall have four consecutive renewal terms of ten (10) years each (the "Renewal Terms"). Such Renewal Terms shall automatically take effect unless the Lessee has provided Lessor written notice of its intent not to renew the Lease at least one hundred eighty (180) days in advance of the Termination Date or, if after the first Renewal Term 180 days in advance of the expiration of each Renewal Term. All of the terms, covenants and provisions of this Ground Lease applicable immediately prior to the expiration of the then current term (i.e. Initial Term or Renewal Term, as applicable) shall apply to each such Renewal Term.

1.4.2 If Lessee does not give notice of its intent not to renew the Lease under the provisions of section 1.4.1, then annual Rent for each Renewal Term shall be as follows:

- (a) Years 21-30: \$56,784 per year
- (b) Years 31-40: \$68,141 per year
- (c) Years 41-50: \$81,769 per year
- (d) Years 51-60: \$98,123 per year

1.5 DELIVERY AND POSSESSION. The Lessor covenants to deliver quiet possession of the Premises to the Lessee upon commencement of the Initial Term and any Renewal Term hereunder, subject to the terms of this Ground Lease and provided Lessee is not in default hereunder

1.6 PURPOSE AND USE OF PREMISES

1.6.1 The Premises are to be initially used for the purpose of constructing a football training facility, to include two practice fields, a drill field, and a field house, to be constructed to the specifications of the initial users of the facilities; a sports medicine and training facility designed and constructed to accommodate Bon Secours – Richmond Health System (“Bon Secours”) or an affiliate thereof; facilities for other commercial enterprises that complement the athletic and health and wellness uses; and other facilities ancillary thereto (“Initial Improvements”), all as shown on the Preliminary Site Plan provided to the Department of General Services, Bureau of Capital Outlay Management (“BCOM”), pursuant to Section 1.22 below

1.6.2 Following commencement of the construction of the Initial Improvements, Lessee shall have the right, at its own cost and expense, to construct on any part or all of the Premises, at any time and from time to time, such additional improvements (“Additional Improvements”, which together with the Initial Improvements shall be referred to as “Improvements”) as Lessee shall from time to time determine, provided that (1) the Improvements shall be in compliance with all building codes and ordinances, (2) the Additional Improvements shall be compatible with the then current uses of the Premises, (3) the Additional Improvements shall have been approved by Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed, and (4) the Lessee is in compliance with all provisions of this Lease. Lessee may at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, reductions, improvements and additions in and to the Premises and the Improvements as it may deem desirable, provided Lessee is in compliance with all provisions of this Lease. Lessee shall have the right, at Lessee’s sole expense, from time to time to submit, in its own name, applications for such building permits, rezoning, conditional use permits and all such other permits and approvals as shall be related to the use of the Premises and the construction and operation of the Improvements thereon.

1.6.3 In the event any condition shall be imposed by any governmental authority with respect to the granting or approval of grading permits, building permits, and any and all other permits or approvals which require improvements to be made on or off the Premises, the Lessee, at its cost and expense shall comply with such conditions. It is understood and agreed that, as property of

the Commonwealth, jurisdiction for construction activities lies with the Bureau of Capital Outlay Management, Division of Engineering and Buildings, Department of General Services. It is further understood and agreed that jurisdiction for police and public safety matters, including coordination of crowd control and parking security for special events, lies with the Capitol Police in coordination with the Police Department of the City of Richmond, Virginia as may be set forth in agreements between the two and as such may be amended from time to time.

1.6.4 Lessee shall take no action during the Term of this Lease to place, or cause to be placed, Hazardous Materials on the Premises nor will it take, or cause to be taken, any action that would result in an environmental condition as referenced herein. As used in this Lease, the term "Hazardous Material" means those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or classified by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a hazardous substance pursuant to the federal "Clean Water Act", the federal "Resource Conservation and Recovery Act", or the federal "Comprehensive Environmental Response, Compensation and Liability Act", (5) excreta or other animal waste, or (6) lead.

1.6.5 Lessee shall not cause or permit any mechanics or other liens or encumbrances to remain against the Improvements, the Premises, or any other property of Lessor.

1.6.6 Neither Lessor nor Lessee shall assign this Lease, except by Lessor to another agency, department, institution of higher education, or other successor to the Science Museum of Virginia should it cease to exist, and by Lessee to the City of Richmond, Virginia, or its political subdivisions, without the prior, express written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed. Upon the request of the Lessee and with the prior, express written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed, Lessor may agree that this Lease shall be subordinate to another interest; provided, however, in no event shall Lessor's fee simple title to the Premises be subordinated to any other interest. Lessee may, at Lessee's option, sublease portions of the Improvements and alterations to be constructed on the Premises provided such sub-lessees are and remain in compliance with this Lease and the terms and conditions hereof and provided such subleases and the rights thereof are subordinate to this Lease.

1.6.7 Throughout the Initial Term and any Renewal Term hereunder, Lessee shall possess all intellectual property rights of whatsoever value relating to the Premises, including, without limitation, the right to name the Premises or parts of the Premises and to sell the naming rights to the Premises or parts of the Premises and Lessee shall be entitled to name events, series, performances and items of personal property at the Premises.

1.6.8 Title to all improvements and alterations when made, erected, constructed, installed or placed upon the Premises by Lessee shall be and remain in the Lessee until the expiration of the Initial Term and any Renewal Terms as herein provided, unless this Ground Lease is sooner terminated as herein provided.

1.6.9 Lessee covenants that Lessor, its invitees, guests and contractors shall have continuous and unfettered access to Lessor's Event Pavilion and other areas owned by the Lessor bordering the Premises, except as otherwise provided in the Shared Use Agreement.

1.7 CONDITION OF THE PREMISES

1.7.1 Except as provided in subsection 1.7.2 below, the Premises are leased to the Lessee "as is" with all faults, without warranty or representation by Lessor as to condition or usefulness of the Premises for any purpose. The Lessee covenants that it has inspected and is fully familiar with the condition of the Premises and accepts the Premises in its "as is" condition.

1.7.2 Notwithstanding the provisions of subsection 1.7.1, the Lessor confirms that it is aware of no environmental condition that would prevent Lessee's permitted uses thereof and that the Premises are free from the presence of any Hazardous Material to the best of Lessor's knowledge and belief and that Lessor has taken no action during its ownership of the property to place, or cause to be placed, Hazardous Materials on the Premises nor has it taken, or caused to be taken, any action that would result in an environmental condition as referenced herein. Lessor advises Lessee that the Premises was once used as a railroad siding and no representations are made by Lessor regarding such activities on the Premises. As used in this Lease, the term "Hazardous Material" means those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or classified by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a hazardous substance pursuant to the federal "Clean Water Act", the federal "Resource Conservation and Recovery Act", or the federal "Comprehensive Environmental Response, Compensation and Liability Act", (5) excreta or other animal waste, or (6) lead.

1.8 REPAIRS AND MAINTENANCE

1.8.1 Throughout the Initial Term and any Renewal Term of this Lease, the Lessee covenants to keep, repair and maintain the Premises, at no cost to the Lessor, so as to conform to and comply with any applicable present or future laws, ordinances, codes, rules, regulations or requirements of any federal, state or municipal government, department, commission, board or officers having jurisdiction, foreseen or unforeseen, ordinary as well as extraordinary, whether or not such laws, ordinances, codes, rules, regulations or requirements shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Premises or the improvements or alterations, and to take any and all actions necessary to avoid or eliminate any violation

1.8.2 Throughout the Initial Term and any Renewal Term of this Lease, Lessee shall, at its own cost and expense, maintain sidewalks, curbs, entrances and driveways, to the extent they exist, on the Premises in good repair and in good and safe condition free from snow, ice, rubbish and other obstructions, and shall comply with all regulations, rules and other conditions regarding the management of storm water runoff as may be applicable to the Premises.

1.8.3 The Lessor shall not be required to furnish any services or facilities or to make any repairs in or to the Premises or the improvements thereto.

1.9 INSURANCE AND TAXES

1.9.1 Lessee shall, during the Initial Term and any Renewal Term procure at its expense and keep in force at its own expense the following insurance which shall be written as primary policies, not contributing with, and not in excess of coverage which Lessor may carry:

1.9.1.1 Commercial general liability insurance (occurrence form) naming the Lessor as an additional insured against any and all claims for bodily injury, property damage, personal injury and broad form contractual liability occurring in, or about the Premises arising out of Lessee's use and occupancy of the Premises or with respect to any obligation or liability of Lessee under this Ground Lease. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Five Million Dollar (\$5,000,000) aggregate limit and excess umbrella liability insurance in the amount of Three Million Dollars (\$3,000,000). Such liability insurance shall be primary and not contributing to any insurance available to Lessor and Lessor's insurance shall be in excess thereto.

1.9.1.2. Personal property insurance insuring all Lessee's equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the causes of loss - special form (all risk) and in addition, coverage for flood, earthquake and boiler and machinery (if applicable). Such insurance, except for the perils of earthquake and flood shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing.

1.9.1.3 Property insurance for the Premises in coverage amounts up to the replacement value thereof and which shall keep all Improvements now existing or hereinafter constructed on the Premises by Lessee, insured for the benefit of Lessor and Lessee, against loss or damage by fire and customary extended coverage in an amount not less than the full replacement value thereof. Such policy or policies shall name Lessor and Lessee, as insureds thereunder, as their respective interests may appear. All proceeds paid pursuant to this coverage shall be paid to the Lessee and Lessee shall apply said proceeds to the Premises.

1.9.2 The policies required to be maintained by Lessee shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the Commonwealth of Virginia and be domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed \$25,000, except for the perils of earthquake and flood for which deductibles of up to \$100,000 are permitted. Certificates of insurance (certified copies of the policies may be required) signed by a person authorized by that insurer to bind coverage on its behalf shall be delivered to Lessor in accordance with the terms of Section 1.11 of this Lease prior to the Commencement Date and annually thereafter at least thirty (30) days prior to the policy expiration date. Lessee shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and

to Lessor as required by this Lease. Each policy of insurance shall be endorsed to include the following additional insured language: "The Commonwealth of Virginia, its departments, agencies, institutions, boards, commissions and its officers, officials, agents and employees shall be named as additional insureds." Such additional insured shall be covered to the full limits of liability purchased by the Lessee, even if those limits are in excess of those required by this Lease. Each policy of insurance shall also provide that the company writing such policy shall give written notification to Lessor at least thirty (30) days prior to any change or modification to reduce the insurance in coverage or limits, suspension, cancellation, termination or lapse of insurance coverage. Such notice shall be sent directly to Lessor in accordance with Section 1.11 of this Ground Lease.

1.9.3 In the event Lessee does not purchase the insurance required by this Ground Lease or keep the same in full force and effect, Lessor may, but shall not be obligated to, purchase the necessary insurance and pay the premium. The Lessee shall repay to Lessor, as additional rent, the amount so paid promptly upon demand.

1.9.4 To the extent authorized by law, Lessee covenants and agrees to indemnify, defend and hold Lessor and the Commonwealth of Virginia, their employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever to the full extent authorized by Virginia law resulting from the installation, operation, maintenance, replacement, repair, removal or use of any of Grantee's facilities or in any way arising out of Lessee's exercise of any rights herein granted.

1.9.5 As additional rent subject to all the provisions hereof, the Lessee shall, at its own cost and expense, pay to the public officers charged with the collection thereof, as the same become due and payable, all taxes (including payments in lieu of taxes levied throughout the Initial Term and any Renewal Term of this Lease against the Premises as set forth in Va. Code § 58.1-3403), licenses and permit fees, and obligations for any and all governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, or any kind and nature whatsoever, including but not limited to assessments for sidewalks, streets, sewers, water or any other public improvements and any other improvements or benefits which shall, during the term hereof, be made, assessed, levied, or imposed upon or become due and payable in connection with, or a lien upon, the Premises, or any part thereof or any improvements which at any time during the lease term shall be thereon.

1.10 EVENTS OF DEFAULT

Each of the following shall be considered an Event of Default under this Lease:

- (a) The Lessor shall fail to comply with any term, provision or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof by the Lessee. Provided however that if said term, provision or covenant to be performed is of such nature that same cannot reasonably be performed within such thirty (30) day period, such failure shall not constitute a default if the Lessor commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same.

(b) The Lessee shall fail to pay when due any installment of the rent hereby reserved or any other payment required to be made by the Lessee hereunder and shall not cure such failure within thirty (30) days after written notice thereof by the Lessor.

(c) The Lessee shall fail to comply with any term, provision or covenant of this Ground Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof by the Lessor. Provided however that if said term, provision or covenant to be performed is of such nature that same cannot reasonably be performed within such thirty (30) day period, such failure shall not constitute a default if the Lessee commences such performance within such thirty (30) day period and thereafter diligently undertakes to complete the same.

1.11 NOTICES

1.11.1 Every notice, approval, consent, or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and delivered in person or by United States registered or certified mail, return receipt requested, or by recognized national delivery services with delivery confirmation, directed to the other party as provided in section 1.11.2 herein.

1.11.2 All notices under this Lease shall be in writing and shall be delivered in accordance with this Paragraph and sent to the Parties at the below listed address:

(i) The Lessor:

Executive Director
Science Museum of Virginia
2500 West Broad Street
Richmond VA 23220-2057

with a copy to:

Director, Division of Real Estate Services
Department of General Services
1100 Bank St., 3rd Floor
Richmond, VA 23219

and a copy to:

Chief, Real Estate and Land Use Section
Office of the Attorney General
900 East Main Street

Richmond, VA 23219

(ii) The Lessee:

Chair, Economic Development Authority
of the City of Richmond
501 East Franklin Street, First Floor
Richmond, Virginia 23219

With a copies to:

The City of Richmond
City Hall
900 East Broad Street, Room 300
Richmond, Virginia 23219
Attention: City Attorney

The City of Richmond
City Hall
900 East Broad Street, Suite 201
Richmond, Virginia 23219
Attention: Chief Administrative Officer

1.12 REMEDIES UPON DEFAULT

1.12.1 Should Lessee give notice of a default by Lessor pursuant to section 1.10 (a) above, and such default is not cured within the specified period following notification, Lessee shall have the right to terminate this Lease subject to the rights pursuant to any cure periods, to seek any legal remedy available, either or both.

1.12.2 Should Lessor give notice of a default by Lessee pursuant to section 1.10 (c) above, and such default is not cured within the specified period following notification, Lessor shall have the right to terminate this Lease subject to the rights pursuant to any cure periods, to seek any legal remedy available, either or both.

1.12.3 Should Lessor give notice of a default by Lessee pursuant to section 1.10 (b) above, and such default is not cured within the specified period following notification, this Lease may terminate upon the election of the Lessor, in its sole and absolute discretion, in which case the Lessee shall surrender the Premises and all Improvements thereon to the Lessor.

1.12.4 Lessor covenants that, upon a termination of this Lease in the event of default by Lessee, it shall not terminate any sublease, license or similar arrangement then in effect for use or possession of the Premises or any portion thereof provided such sublessees, licensees or similar users of the Premises or a portion thereof other than in accordance with the terms of the respective subleases.

1.12.5 Upon the provision of any notice of default given by Lessor or Lessee pursuant to section 1.10 above, Lessor and Lessee shall send a copy of such notice to any sublessee, licensee, or similar user then occupying or using the Premises or any portion thereof. To allow for compliance with this subsection, Lessee shall provide in writing to Lessor the names and addresses for the giving of such notice upon entering into any subleases, licenses, or similar arrangements. Lessee agrees that any subleases, licenses or similar arrangements which it has for the Premises shall include a provision stating that, should the Lease between Lessor and Lessee be terminated, but the subleases, licenses or similar arrangements continue in full force and effect, that the sublessees, licensees or other parties shall, upon notice from Lessor, pay their rents or other fees directly to Lessor in accordance with their agreements with Lessee.

1.12.6 Failure by Lessor or Lessee to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any permitted right or remedy consequent upon a default therein, or acceptance by Lessor of payment of full or partial rent by Lessee during the continuance of any such default shall not constitute a waiver of such default or of such covenant, agreement, term or condition.

1.12.7 No right or remedy herein conferred upon or reserved by either party is intended to be exclusive of any other right or remedy given hereunder or now or hereafter existing at law. Lessor shall be entitled to injunctive relief in case of the violation, or attempted violation, of any covenant, agreement condition or provision of this Lease, or to a decree compelling performance of any covenants, agreement, condition or provision of this Lease, or to any remedy allowed by law or equity.

1.12.8 In any action to enforce any covenants, agreements, conditions, or provisions of this Lease, each party shall bear its own costs and attorney's fees.

1.13 TERMINATION

Upon expiration of this Lease at the end of the Initial Term or any Renewal Term, the Lessee shall remove any of its personal property which shall not include any fixtures and surrender the Premises to the Lessor, including, at the option of Lessor, the improvements thereon, in good order and condition, reasonable wear and tear excepted. If Lessor does not accept the improvements, the Lessee shall remove such improvements within one hundred eighty (180) days following termination of this Ground Lease, subject to the availability of funds appropriated by the City of Richmond City Council for the purpose of such removal. This provision for removal of the improvements shall survive termination of the Ground Lease for a period of twelve months.

1.14 CONDEMNATION

1.14.1 If the Premises or any portion of the Premises shall be taken or condemned for any public purpose, or for any reason whatsoever, to such an extent as to render it untenable or commercially unusable for the purposes described herein, then the Lessee shall have the

option, within six (6) months following the date of such taking or condemnation, to terminate this Ground Lease.

1.14.2 If the taking or condemnation does not render the Premises untenable in the sole opinion of the Lessee, this Ground Lease shall continue in effect and the Lessee shall promptly restore the portion not taken, to the extent possible, to the condition existing prior to the taking, but in no event shall the Lessee be required to expend any amounts in excess of the net condemnation proceeds received by the Lessee.

1.14.3 All condemnation proceeds shall be paid to Lessee less and except any proceeds attributable to the valuation of the land exclusive of the Improvements which shall be paid to Lessor.

1.15 PARAGRAPH HEADINGS

Headings to the paragraphs are mere catchwords and are illustrative only; they do not form a part of this Lease nor are they intended to be used in construing same.

1.16 SEVERABILITY

If any clause or provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws effective during the Initial Term or any Renewal Term of this Lease, the remainder of this Lease shall not be affected thereby.

1.17 BROKERAGE CLAIMS

The Lessor and the Lessee warrant that they have had no dealing with any real estate broker or agent in connection with the negotiation of this Lease and that they know of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. The Lessor and the Lessee each agree to assume responsibility for their own broker's fees if any.

1.18 RECORDATION

Either party may record this Lease or a memorandum of lease, at the recording party's expense, in the Office of the Clerk of the Circuit Court of the City of Richmond, Virginia, in which event the recording party shall provide the other party with a certified true copy thereof.

1.19 GOVERNING LAW

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this Lease.

1.20 ENTIRE AGREEMENT

This written Lease and all exhibits attached hereto constitute the entire, full and complete understanding and agreement of the parties hereto, and all representations, conditions, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are hereby expressly merged into this written Lease and shall be null, void and without legal effect. Failure by either party to insist upon the strict performance of any covenant; agreement; term or condition of this Lease or to exercise any permitted right or remedy consequent upon a default therein, and acceptance of payment or full or partial rent by the Lessor during the continuance of any such default shall not constitute a waiver of such default or of such covenant, agreement, term or condition.

1.21 EXECUTION

This Lease shall not be effective or binding unless and until signed by the Lessor and the Lessee and approved by the Governor of Virginia pursuant to Virginia Code § 23-4.1.

1.22 NON-WAIVER

Notwithstanding any promise, provision or condition contained herein, nothing in this Lease shall be deemed or construed as a waiver of any regulatory authority or of the sovereign immunity of the Commonwealth of Virginia or any of its departments or agencies. Lessee acknowledges that the Commonwealth of Virginia, Department of General Services is the Building Official for construction on, over and upon state-owned land, and no other approvals under this Ground Lease shall be construed to be approval by the Building Official. Lessee shall be responsible for all costs, fees and other charges incurred or assessed by the Building Official for permitting, inspecting or otherwise performing his functions with regard to the Premises. Further, Lessee shall be responsible for compliance with all laws governing construction on state-owned land.

1.23 MODIFICATION

This Lease shall not be modified, altered, or amended except by written agreement executed by the parties hereto with the same formality as this Lease.

1.24 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Lease, the parties hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Lease; (ii) the provisions of this Lease are not intended to be for the benefit of any individual or entity other than the Lessor or Lessee; (iii) no individual or entity shall obtain any right to make any claim against the Lessor or the Lessee under the provisions of this Lease; and (iv) no provision of this Lease shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals,

contractors, subcontractors, vendors, sub-vendors, assignees, sublessees, licensees and sublicensees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Lease.

1.25 OPTION TO PURCHASE

1.25.1 During the Initial Term or any Renewal Terms of this Lease, in the event Lessor declares the Premises, separately or as part of a larger parcel or group of parcels, to be surplus or otherwise offers the Premises, separately or as part of a larger parcel or group of parcels, for sale, Lessee shall have the option to purchase the Premises, or the larger parcels which encompass the Premises, which option is hereby granted by Lessor. Lessor shall give Lessee written notice in compliance with section 1.11.2 herein of any such surplus declaration within thirty (30) days thereof. Should Lessee elect to exercise its option, Lessee shall give Lessor written notice of such election, in compliance with section 1.11.2 herein, within sixty (60) days of receipt of Lessor's notice. Once Lessee's notice is so given, settlement shall be within sixty (60) days from the giving of such notice. Landlord shall convey title free and clear of all liens, judgments, encumbrances and charges thereon.

1.25.2 If Lessee elects to exercise its option to purchase pursuant to this section 1.25.2, the purchase price shall be the appraised value of the property at the time the property is declared surplus. The appraised value shall be determined by average of two real estate appraisals, one obtained by the Lessor and one by the Lessee, which conform to the highest standards of the *Uniform Standards of Professional Appraisal Practice* (USPAP), or such other generally accepted standards for professional appraisal practice in North America then in effect. The appraised value shall include any improvements to the property subject to the option.

1.25.3 This option to purchase shall terminate upon termination of this Lease, whether by breach or expiration.

*(Signatures appear on the Following
Pages.)*

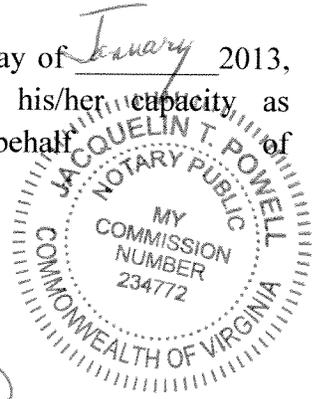
IN WITNESS WHEREOF, the Parties have affixed their signatures and seals.

THE LESSOR:
COMMONWEALTH OF VIRGINIA
Science Museum of Virginia
By: [Signature]
Title: Director

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF RICHMOND, to wit:

The foregoing Agreement was acknowledged before me this 29th day of January 2013,
by Richard C. Conti, acting in his/her capacity as
Director on behalf of
Science Museum of Va.

My commission expires: 9-30-2013
Registration No. 234772



Jacquelin T. Powell
Notary Public

THE LESSEE:
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF RICHMOND, VIRGINIA

By: [Signature]
Title: CHAIRMAN

Approved as to form:

[Signature]
Counsel to the Authority

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Henrico, to wit:

The foregoing Agreement was acknowledged before me this 30th day of January 2013,
by Richard S. Johnson chairman, acting in his/her capacity as
Chairman, on behalf of the Economic Development Authority of the City of Richmond, Virginia.

My commission expires: 11-30-2015

Registration No. 148886

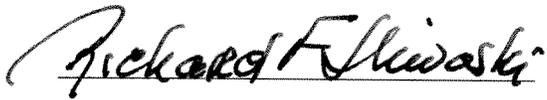


[Signature]
Notary Public

Office of the Attorney General
Approved as to form:


Senior Assistant Attorney General

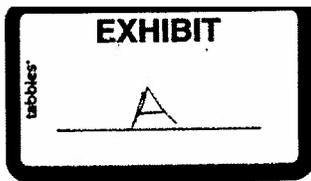
Recommend Approval:
Department Of General Services



APPROVED BY THE GOVERNOR:

Pursuant to Virginia Code §23-4.1, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88(01) dated December 21, 2001, I hereby approve leasing the Premises to the Economic Development Authority of the City of Richmond pursuant to the foregoing Ground Lease for and on behalf of the Governor of Virginia.


Lisa M. Hicks-Thomas
Secretary of Administration



PG 0445 FEB-14



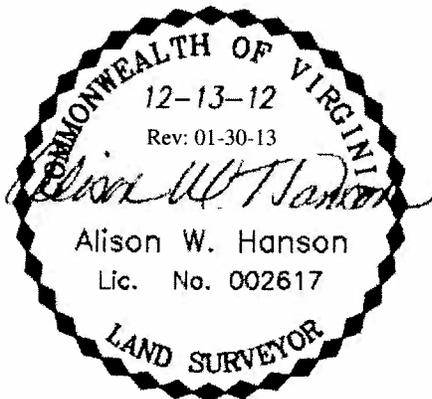
Surveying and Mapping, LLC

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REDSKINS TRAINING CAMP LEASE PARCEL

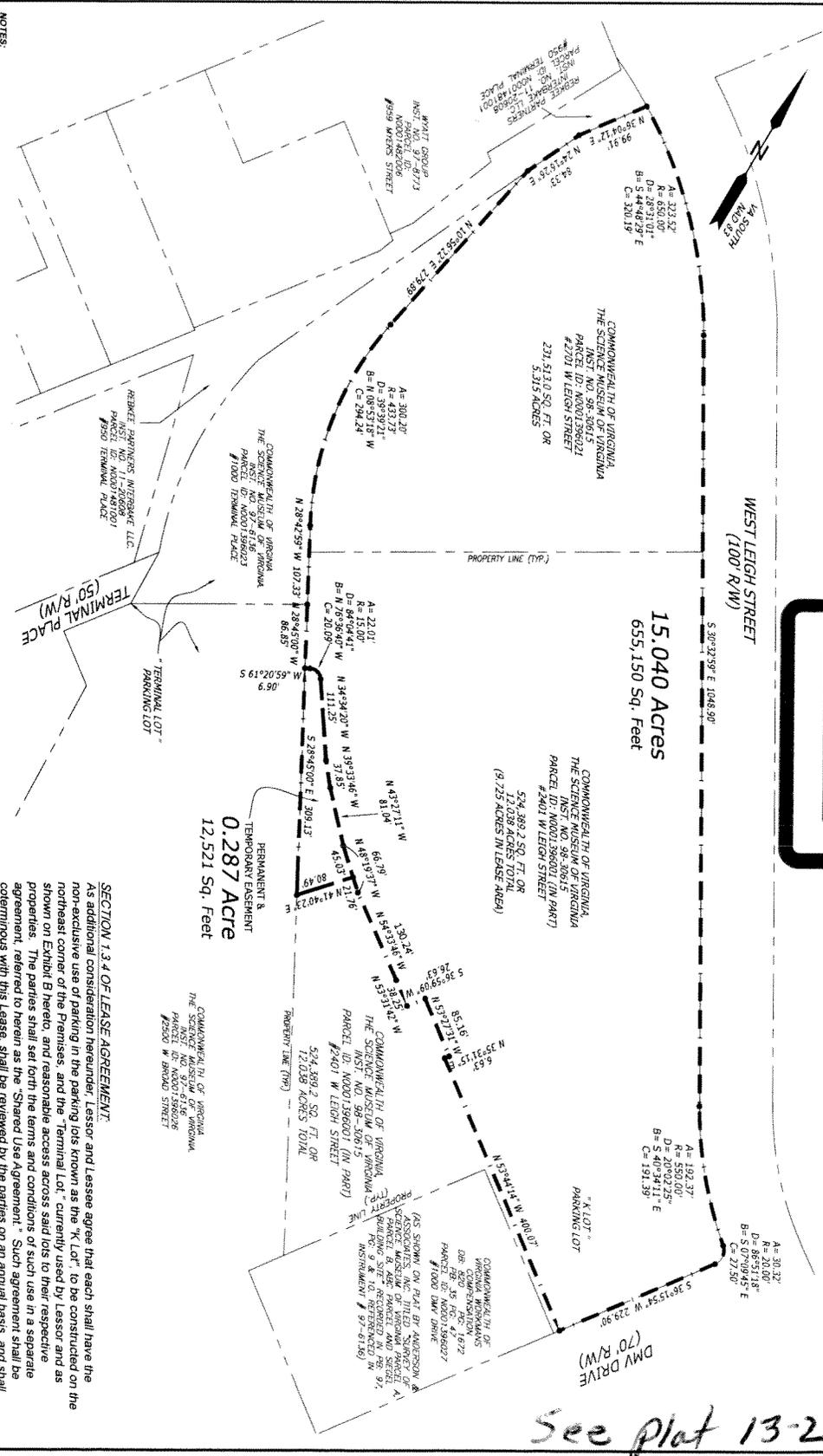
ALL THAT CERTAIN PIECE OR PARCEL OF LAND CONTAINING **15.040 ACRES** OF LAND LYING ON THE SOUTHERN RIGHT OF WAY LINE OF WEST LEIGH STREET AND ON THE WESTERN RIGHT OF WAY LINE OF DMV DRIVE IN THE CITY OF RICHMOND VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF WEST LEIGH STREET AND THE WESTERN RIGHT OF WAY LINE OF DMV DRIVE, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, THENCE ALONG SAID WESTERN RIGHT OF WAY LINE OF DMV DRIVE S 36°15'54" W 229.90 FEET TO A POINT; THENCE LEAVING SAID WESTERN RIGHT OF WAY LINE OF DMV DRIVE S 36°15'54" W 400.07 FEET TO A POINT; THENCE N 35°31'15" E 6.63 FEET TO A POINT; THENCE N 53°27'31" W 85.16 FEET TO A POINT; THENCE S 36°59'09" W 26.63 FEET TO A POINT; THENCE N 53°31'42" W 38.25 FEET TO A POINT; THENCE N 54°33'46" W 130.24 FEET TO A POINT; THENCE N 48°19'37" W 66.79 FEET TO A POINT; THENCE N 43°27'11" W 81.04 FEET TO A POINT; THENCE N 39°33'46" W 37.85 FEET TO A POINT; THENCE N 34°34'20" W 111.25 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 22.01 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF N 76°36'40" W, AND A CHORD LENGTH OF 20.09 FEET TO A POINT; THENCE S 61°20'59" W 6.90 FEET TO A POINT; THENCE N 28°45'00" W 86.85 FEET TO A POINT; THENCE N 28°42'59" W 107.33 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 300.20 FEET, A RADIUS OF 433.73 FEET, A CHORD BEARING OF N 08°53'18" W, AND A CHORD LENGTH OF 294.24 FEET TO A POINT; THENCE N 10°56'22" E 279.89 FEET TO A POINT; THENCE N 24°16'26" E 84.33 FEET TO A POINT; THENCE N 36°04'12" E 99.91 FEET TO A POINT; SAID POINT LYING ON THE SOUTHERN RIGHT OF WAY LINE OF WEST LEIGH STREET, THENCE ALONG SAID SOUTHERN RIGHT OF WAY LINE OF WEST LEIGH STREET WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 323.52 FEET, A RADIUS OF 650.00 FEET, A CHORD BEARING OF S 44°48'29" E, AND A CHORD LENGTH OF 320.19 FEET TO A POINT; THENCE S 30°32'59" E 1048.90 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 192.37 FEET, A RADIUS OF 550.00 FEET, A CHORD BEARING OF S 40°34'11" E, AND A CHORD LENGTH OF 191.39 FEET TO A POINT; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 30.32 FEET, A RADIUS OF 20.00 FEET, A CHORD BEARING OF S 07°09'45" E, AND A CHORD LENGTH OF 27.50 FEET TO A POINT; SAID POINT LYING ON THE WESTERN RIGHT OF WAY LINE OF DMV DRIVE AND BEING THE TRUE POINT AND PLACE OF BEGINNING, AND CONTAINING **15.040 ACRES** (655,150. SQUARE FEET) MORE OR LESS.



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Richmond, Virginia 23224
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tabbles
EXHIBIT
B



NOTES:
1. PROPERTY LINES SHOWN HEREON ARE COMPILED FROM COURT HOUSE RECORDS AND BOUNDARY MAP PREPARED BY H.A.B. SURVEYING AND MAPPING, INC. DATED 11/20/09. THIS MAP AND INSTRUMENT REFERENCE HEREON ARE HEREBY REFERENCED AND PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO FIELD WORK WAS PERFORMED AS PART OF THIS COMPILED MAP.
2. THIS PLAT IS FOR LEASING & EASEMENT DEDICATION PURPOSES ONLY.
3. EASEMENTS AND IMPROVEMENTS NOT SHOWN HEREON.
4. REVISION 12-27-17 TO SHOW ACRES OF PORTION OF PARCEL WITHIN LEASE AREA AND UPDATE OWNERSHIP REFERENCES REVISION 01-04-13 TO REVISE SUBJECT PARCEL INSTRUMENT REFERENCE REVISION 01-24-13 TO ADD PERMANENT & TEMPORARY EASEMENT REVISION 1-30-13 TO ADD NOTE ON CROSS EASEMENT
REVISIONS INDICATING CAMP TEMPORARY & PERMANENT EASEMENT

ALL THAT CERTAIN PCECT OR PARCEL OF LAND CONTAINING 0.287 ACRE OF LAND LYING SOUTH OF WEST LEIGH STREET AND WEST OF DMV DRIVE IN THE CITY OF RICHMOND VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT LYING AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF WEST LEIGH STREET AND THE WESTERN RIGHT OF WAY LINE OF DMV DRIVE, THE TRUE POINT AND PLACE OF BEGINNING, THENCE ALONG SAID WESTERN RIGHT OF WAY LINE OF DMV DRIVE N 57°41'41" W 400.07 FEET TO A POINT, THENCE N 57°11'47" E 6.83 FEET TO A POINT, THENCE N 53°27'31" W 43.18 FEET TO A POINT, THENCE S 35°59'09" W 26.63 FEET TO A POINT, THENCE W 21°17'42" W 39.23 FEET TO A POINT, THENCE N 44°33'46" W 130.22 FEET TO A POINT, THENCE N 49°19'37" W 21.76 FEET TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING.
THENCE N 49°19'37" W 44.03 FEET TO A POINT, THENCE N 42°27'17" W 81.44 FEET TO A POINT, THENCE N 39°14'48" W 137.83 FEET TO A POINT, THENCE N 37°13'42" W 144.03 FEET TO A POINT, THENCE N 35°13'42" W 150.07 FEET TO A POINT, THENCE S 81°20'59" W 6.90 FEET TO A POINT, THENCE S 28°46'50" E 309.12 FEET TO A POINT, THENCE N 41°40'23" E 80.48 FEET TO A POINT, SAID POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, AND CONTAINING 0.287 ACRE (12,221 SQUARE FEET)

SECTION 1.3.4 OF LEASE AGREEMENT:
As additional consideration hereunder, Lessor and Lessee agree that each shall have the non-exclusive use of parking in the parking lots known as the "K Lot", to be constructed on the northeast corner of the Premises, and the Terminal Lot. Currently used by Lessor and as shown on Exhibit B hereto, and reasonable access across said lots to their respective properties. The parties shall set forth the terms and conditions of such use in a separate agreement, referred to herein as the "Shared Use Agreement". Such agreement shall be contemporaneous with this Lease, shall be reviewed by the parties on an annual basis, and shall include, but not necessarily be limited to, the use of said "K Lot", said Terminal Lot, ingress and egress to each respective property across said lots, and future parking needs. Notwithstanding the foregoing however, Lessor understands that during those periods when the training camp activities are being conducted there is no guarantee that the "K Lot" will be available for use for any purpose.

**COMPILED MAP SHOWING
A LEASE PARCEL ACROSS THE LANDS OF
COMMONWEALTH OF VIRGINIA THE SCIENCE MUSEUM OF VIRGINIA
CONTAINING 15,040 ACRES OF LAND
TOGETHER WITH A VARIABLE WIDTH PERMANENT
& TEMPORARY EASEMENT
ACROSS THE LANDS OF COMMONWEALTH OF VIRGINIA
THE SCIENCE MUSEUM OF VIRGINIA
LYING ON THE SOUTHERN LINE OF
WEST LEIGH STREET AND ON THE
EASTERN LINE OF DMV DRIVE
CITY OF RICHMOND, VIRGINIA**



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Rev: 01-30-13 DATE: 12-14-12 SCALE: 1"=100'
Rev: 01-24-13 SHEET: 1 of 1 JOB #: TG1207.03
Rev: 01-04-13 DRAWN BY: AWH CHECKED BY: AWH
Rev: 12-27-12

See Plat 13-2

INSTRUMENT # *13-2556*
RECORDED IN THE CLERK'S OFFICE OF
CITY OF RICHMOND ON
FEB 04 2013 AT *13:40*
BEVILL M. DEAN, CLERK

BY: *[Signature]* DEPUTY CLERK