



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of October 20, 2018

**DATE:** October 4, 2018

**SUBJECT:**

- A. Exchange Agreement between the County Board of Arlington County, Virginia and the Arlington County School Board, for the exchange and conveyance of portions of the properties located at 3500 23<sup>rd</sup> St. S. and 2310 S. Kenmore St., Arlington, Virginia (RPC#s 31-026-011, 31-021-002 and 31-020-006), pursuant to a Deed of Resubdivision, Vacation, Rededication, Dedications and Conveyances.
- B. Deed of Resubdivision, Vacation, Rededication, Dedications and Conveyances by the County Board of Arlington County, Virginia and the County School Board of Arlington County, Virginia for the Drew School/Community Center Properties located at 3500 23<sup>rd</sup> Street S. and 2310 S. Kenmore St., Arlington, Virginia (RPC#s 31-026-011, 31-021-002 and 31-020-006).
- C. Deed of Lease between the Arlington County School Board, as Landlord, and the County Board of Arlington County, Virginia, as Tenant, for the premises known as the Drew Community Center, located at 3500 23<sup>rd</sup> Street S., Arlington, Virginia (RPC# 31-021-002).

**C. M. RECOMMENDATION:**

- 1. Approve the attached Exchange Agreement (“Exchange Agreement”) between the County Board of Arlington County, Virginia and the Arlington County School Board (“APS”), for the exchange and conveyance of portions of the properties located at 3500 23<sup>rd</sup> St. S. and 2310 S. Kenmore St., Arlington, Virginia (RPC#s 31-026-011, 31-021-002 and 31-020-006), pursuant to a Deed of Resubdivision, Vacation, Rededication, Dedications and Conveyances.
- 2. Approve the attached Deed of Resubdivision, Vacation, Rededication, Dedications and Conveyances (“Deed of Resubdivision”) between the County Board of Arlington County, Virginia and the County School Board of Arlington County, Virginia for the

County Manager:

*MJS / Muc*

County Attorney:

*[Signature]*

*CR Sanders*

14.

Staff: Betsy Herbst, DES, Real Estate Bureau, Lisa Grandle, DPR

Drew School/Community Center Properties located at 3500 23<sup>rd</sup> Street S. and 2310 S. Kenmore St., Arlington, Virginia (RPC#s 31-026-011, 31-021-002 and 31-020-006)(collectively, the “Property”).

3. Approve the attached Deed of Lease between the Arlington County School Board, as Landlord, and the County Board of Arlington County, Virginia, as Tenant (“Lease”), for the premises known as the Drew Community Center, located at 3500 23<sup>rd</sup> Street S., Arlington, Virginia (RPC# 31-021-002).
4. Authorize the Real Estate Bureau Chief, or his designee, to execute the Exchange Agreement and all deeds, plats, leases and other documents necessary to subdivide the Property, convey a portion of the Property to the County School Board of Arlington County, Virginia, accept the conveyance of a Portion of the Property from the County School Board, and lease a portion of the Property from the County School Board, subject to the approval of such documents as to form by the County Attorney.

**ISSUES:** The County Board is requested to approve the attached Exchange Agreement, Deed of Resubdivision, and Lease to align the ownership interests with the actual uses of Drew School, Community Center and Park by the County and APS, and to establish the terms of the County’s continued occupation of portions of the Community Center building following the exchange. There are no known issues related to these proposed transactions at the time of this report.

**SUMMARY:** The County Board is requested to approve and authorize the execution of the Exchange Agreement and the Deed of Resubdivision subdividing the Property, conveying the Drew Community Center Property to APS, accepting the conveyance of the Drew Park portion of the APS Property by the County, and accepting the dedication of certain areas of the APS Property for public street purposes and utility easements in order to incorporate the current physical improvements and align with uses of the Property. In addition, the County Board is requested to approve and authorize the execution of the Lease with APS to establish the terms of the County’s continued occupation of portions of the Community Center building following the exchange. The APS and County properties are shown on the Vicinity Maps attached as Attachments 4, 5, and 6.

**BACKGROUND:** In 2000, Drew School was reconstructed to replace the existing building and playground. The new building, which incorporated the Community Center, was built on two parcels of land that were owned in part by both the County and APS. Construction of the building was funded by both APS and the County. Since its construction, the Community Center has been operating with the cooperation of APS and sharing certain areas of the school building at specified times of day and on weekends.

In July, 2008, the County and APS entered into a License Agreement for the construction of Drew Park on the southwestern corner of the School site. At the time, it was anticipated that the County Board and the School Board would enter into an agreement to exchange the fee simple interests in the properties to better align with actual usage, but the exchange transaction was not completed.

**DISCUSSION:** The County Board is being requested to approve the documentation required to facilitate the completion of the property resubdivision, exchange and lease for the County's continued use of a portion of the school building for the Community Center in order to complete the necessary transactions.

The subject site, with a street address of 2410 S. Kenmore Street ("Property"), is located in the Nauck neighborhood and known as Drew School and Community Center. Since 2008, the County has also been using a portion of APS owned property for a spray ground and park for the benefit of the community, APS and the public at large under a License Agreement with the School Board dated July 3, 2008.

In order to align the legal ownership interests with the existing uses of the respective properties, the Exchange Agreement will commit the County and APS to convey to each other, in fee simple, their respective ownership interests in portions of the Drew Park and the Community Center properties.

The execution and recordation of the Deed of Resubdivision will convey the County's interest in the land underlying a portion of the school/community center building to APS, in consideration for APS entering into a long term Lease with the County for continued use of the community center under the terms provided in the Lease setting forth the shared use of the facility. The County will also convey to APS the land located at the rear maintenance driveway access to the School and the walking path connecting the neighborhood, both off of 22nd Street South.

As additional consideration, APS will convey to the County the underlying fee simple interest in the land upon which Drew Park is currently located, as well as the basketball court, a portion of the parking lot and a portion of the ballfield. The County already owns several parcels on South Kenmore Street adjacent to Drew Park and the corner parcel, previously donated to the County by the YMCA. The additional property acquisition by the County from APS of the property where Drew Park is currently located will facilitate long-term planning for the park.

The two properties must be subdivided in order to create the new parcel to be conveyed to the County. State code allows new subdivisions to be created upon meeting certain statutory requirements, upon the consent by all owners, and upon recordation of a subdivision plat approved by the County's Subdivision and Bonds Administrator.

In order to address an inconsistency with recorded subdivision plats and deeds discovered in preparation for the exchange transactions, the County Board approved a Deed of Boundary Settlement at the regular meeting on June 16, 2018. This Deed of Boundary Settlement was recorded in the County land records on June 27, 2018 as Instrument No. 20180100010929.

The Plat attached to the Deed of Resubdivision as Exhibit A sets forth the new subdivision of the APS and County property and designates the new parcels as Parcels A-1, B-1 and C-1, Charles Drew Subdivision. The area of land to be conveyed by APS to the County is designated as Parcel B-1 on the attached plat. This parcel contains approximately 85,539 square feet in area, and includes the area on which the existing Drew Park is located. The areas of land to be conveyed by the County to the APS are designated on the attached Plat as Parcel C-1, Lots 41, 42, 43 (the

rear maintenance entry area) and Lots 32, 33 and 33 (the walking path). These three areas together contain approximately 104,445 square feet in area and includes a portion of the building.

Following the subdivision and exchange of properties, the County's Department of Parks and Recreation will continue to operate the Community Center within the building under the terms of the Lease with APS. The Lease term will be for a period of 25 years, which may be automatically extended for one additional ten-year term, and thereafter for additional ten-year terms subject to negotiation, at no cost to the County, unless the County gives prior written notice of its intent not to renew. The County's use of the Community Center space and other shared areas of the building and exterior will be at no expense to the County in light of the County's initial financial contribution to the construction of the building in 2000.

Some of the pertinent provisions of the Lease are as follows:

- The initial term shall commence upon execution of the Lease by both the County and the School Board ("Commencement Date") and shall continue for a period of twenty-five (25) years at no expense to the County.
- Upon expiration of the initial term, the Lease shall be automatically renewed for one additional ten (10) year period at no additional cost to the County, unless the County gives notice of its intention not to renew the term. Thereafter, four additional ten (10) year renewal terms beyond the initial renewal term shall be subject to negotiation concerning additional capital expenditures associated with the premises and joint use areas space during the period covered by the renewal terms. In any event, the Lease term, including all renewals, shall not exceed 75 years.
- The County shall be permitted to use portions of the Community Center building for the benefit and use of the community, Arlington Public Schools and public at large, on specified days and times of the week.
- The County shall be responsible for the maintenance, repair and replacement, as needed, of the field, the basketball court, a portion of the parking lot, and Drew Park and shall be responsible for risk management requirements of the Community Center.
- The County will continue to have shared use of the field and playground areas under the terms of the Lease.

## **PUBLIC ENGAGEMENT:**

### *Level of Engagement:*

#### **Communicate**

This level of engagement is appropriate because the request to approve the documentation required to facilitate the completion of the property resubdivision, exchange and



lease for the County's continued use of a portion of the school building for the Community Center will have no effect to the community on the current hours of operation of the Community Center, use of the outdoor recreation amenities or operation of the school. The transactions will provide documentation to align the existing use of the property by the County and Arlington Public Schools.

*Outreach Methods:*

Public notice was given in accordance with the *Code of Virginia* by publishing the notice once on October 3, 2018 in *The Washington Times* prior to the County Board meeting of October 20, 2018.

In addition to the above legal requirements:

The Department of Parks and Recreation and Arlington Public Schools notified the Nauck Civic Association, Drew School PTA, parents and employees of the proposed transactions by letter.

*Community Feedback:*

As of the date of this report, staff has not received feedback from the community.

**FISCAL IMPACT:** Miscellaneous closing costs of less than \$7,000.00, including settlement fees, title insurance and recordation fees, that are associated with recordation of the Deed of Resubdivision, will be paid from the Parks Land Acquisition and Open Space Program Fund. .

Grantee: County Board of Arlington County, Virginia Return to: Real Estate Bureau Chief  
2100 Clarendon Boulevard 2100 Clarendon Boulevard  
Suite 800 Suite 800  
Arlington, Virginia 22201 Arlington, Virginia 22201  
Attn: Real Estate Bureau Chief

Grantee: County School Board of Arlington County, Virginia  
2100 Washington Blvd.  
Arlington, Virginia 22204

Existing RPC#s: 31026011, 31021002, 31020006

Proposed RPC#s:

This instrument is exempt from recordation tax, Grantor's tax and the fee imposed by §58.1-802.2, pursuant to §58.1-811 A.3., §58.1-811 C.4. and §58.1-802.2 of the Code of Virginia.

**DEED OF RESUBDIVISION, VACATION, REDEDICATION, DEDICATIONS AND  
CONVEYANCES**

**THIS DEED OF RESUBDIVISION, VACATION, REDEDICATION,  
DEDICATIONS, AND CONVEYANCES** ("Deed"), made this \_\_\_\_ day of  
\_\_\_\_\_, 2018, by and among **THE COUNTY SCHOOL BOARD OF  
ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, as Grantor and Grantee  
("School Board" or "APS"), and **THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**, a body corporate and politic, as Grantor and Grantee (the "County" or "County  
Board").

**WITNESSETH:**

R-1 The School Board is the record owner, in fee simple, of certain parcels of real property  
situate in Arlington County, Virginia, more particularly described as APS Parcels One  
through Five in Exhibit A attached hereto, known as RPC# 31-026-011 and depicted on  
the attached plat entitled, "Plat Showing Parcels A-1, B-1, C-1, Charles Drew  
Subdivision being the Resubdivision, Vacation and Rededication of Lots 4 and 58, Gray's  
Addition to Nauck, Deed Book 132, Page 409, Parcel A and Outlot B, Thornton Gray  
Subdivision, Deed Book 1504, Page 80, Lots 1, 2, 3, 4, 5, 6, 7 and 8, Mary Norris  
Subdivision, Deed Book M-4, Page 551, Property of the Arlington County School Board,  
DB 661 PG 138, DB 1443 PG 283 and Property of The County Board of Arlington

County, DB 1353 PG 303, DB 1368 PG 599 and Instrument No. 20180100010929, Arlington County, Virginia”, Sheets 1 through 4, prepared by A. Morton Thomas and Associates, Inc., dated March 24, 2010, revised August 9, 2016, December 6, 2016 and August 10, 2018, and approved by Arlington County Department of Environmental Services, Division of Transportation on \_\_\_\_\_, 2018, attached hereto and made a part hereof (the “Plat”), by virtue of Deeds recorded in Deed Book 661, Page 138; Deed Book 665, Page 61; Deed Book 1008, Page 205; Deed Book 1031, Page 24; Deed Book 1053, Page 168; Deed Book 1053, Page 205; Deed Book 1053, Page 208; Deed Book 1062, Page 145; Deed Book 1443, Page 267; Deed Book 1450, Page 568; Deed Book 1455, Page 375; Deed Book 1457, Page 222; Deed Book 1457, Page 618; Deed Book 1462, Page 364; Deed Book 1462, Page 367; Deed Book 1462, Page 370; Deed Book 1463, Page 297; Deed Book 1473, Page 118; Deed Book 1443, Page 283; Deed Book 1450, Page 568; Deed Book 1458, Page 76 and Deed Book 1594, Page 301 (the “APS Property”), among the land records of Arlington County, Virginia (“Land Records”); and,

- R-2 The County Board is the record owner, in fee simple, of certain parcels of real property situate in Arlington County, Virginia, more particularly described as County Parcels One through Six in Exhibit B attached hereto, depicted on the attached Plat and known as: (i) Lots 41, 42 and 43, in Block H, in the Town of Nauck, identified on the Plat as “Portion of RPC 31021002, Property of the Arlington County Board DB 1697, PG 591, 3,539 SF or 0.0812 AC”, by virtue of Deed Book 1697 at Page 591 (“County Parcel One”); (ii) a parcel identified on the Plat as “Portion of RPC 31021002 Property of the Arlington County Board DB 1353, PG 303” (“County Parcel Two”); (iii) a parcel identified on the Plat as “Property of Arlington County Board DB 1368 PG 599” by virtue of Deed Book 1368 at Page 599 and Deed Book 1697 at Page 591 (“County Parcel Three”); (iv) a parcel identified on the Plat as “Property of the Arlington County Board DB 1367, PG 199 (“Outlot B”)” by virtue of an instrument recorded in Deed Book 1367 at Page 199 (“County Parcel Four”); (v) Lots Thirty-Two (32), Thirty-Three (33) and Thirty-Four (34), in Block lettered “H”, of the subdivision called “Town of Nauck”, identified on the Plat as “RPC 31020006 Property of the Arlington County Board DB 1356, PG 367 (Lot

34), DB 1572, PG 5 (Lot 32 & 33), 5,330 SF or 0.1224 AC”, by virtue of instruments recorded in Deed Book 1356 at page 367, Deed Book 1635 at page 367 and Deed Book 1572 at page 5 (“County Parcel Five”) and a parcel identified on Sheet 4 of the Plat as “Property of the Arlington County Board INST 20180100010929” by virtue of Instrument No. 20180100010929 (“County Parcel Six”); all among the Land Records (the “County Property”); and,

- R-3 At the regular meeting of the County Board on \_\_\_\_\_, 2018, the County Board approved and authorized: i) the execution of this Deed to resubdivide, vacate, rededicate, dedicate and convey certain areas of the County Property located at 2410 S. Kenmore St., Arlington, Virginia (RPC#s 30-126-011, 31-021-002 and 31-020-006); and (ii) execution of a Deed of Lease, as Lessee, of a portion of the property from APS, consistent with the provisions of this Deed (“County Approval”); and
- R-4 At the regular meeting of the School Board on \_\_\_\_\_, 2018, the School Board approved and authorized: i) the execution of this Deed to resubdivide, vacate, rededicate, dedicate and convey certain portions of the APS Property located at 3500 23<sup>rd</sup> St. S., Arlington, Virginia (RPC# 31-026-011); and, ii) execution of a Deed of Lease, as Lessor, of a portion of the property to the County, consistent with the provisions of this Deed (“APS Approval”);
- R-5 Consistent with, and in furtherance of, the County Approval and the APS Approval, the County and APS desire to resubdivide the County Property and the APS Property, vacate and rededicate the subdivision names, dedicate a portion of the County Property for public street and utility purposes, dedicate portions of the APS Property for public street and utility purposes, dedicate easements on portions of the APS Property and the County Property for public storm sewer purposes and public water line purposes, convey a portion of the County Property to APS, and convey a portion of the APS Property to the County, all as hereinafter set forth, and as shown on the Plat.

## **RESUBDIVISION, VACATION, REDEDICATION AND DEDICATIONS**

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, being the only parties having any ownership interest in the property, do hereby: i) resubdivide the APS Property and County Parcels Two, Three, Four and Six; ii) vacate and rededicate the subdivision names, the resubdivided parcels to be hereafter known as Charles Drew Subdivision, Parcels A-1, B-1 and C-1; and iii) dedicate the public streets, public storm sewer easements and public water line easements, all as more particularly described and depicted on the Plat ("Subdivided Property").

## **CONVEYANCE TO SCHOOL BOARD**

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County does hereby quitclaim and convey unto the School Board, all that certain portion of the Subdivided Property, County Parcel One and County Parcel Five, together with the improvements thereon, situated, lying and being in Arlington County, Virginia, and more particularly described as follows:

**Parcel C-1, Charles Drew Subdivision, as shown on the Plat attached hereto and made a part hereof;**

**Lots 41, 42 and 43, in Block H, in the Town of Nauck, as subdivided and recorded in Deed Book B-4, at page 440 among the land records of Arlington County, Virginia (County Parcel One); and**

**Lots Thirty-Two (32), Thirty-Three (33) and Thirty-Four (34), in Block lettered "H", of the subdivision called "Town of Nauck", as shown on the plat of said subdivision recorded in Deed Book B-4, at Page 440, among the Land Records (County Parcel Five).**

## **CONVEYANCE TO COUNTY**

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the School Board does hereby quitclaim and convey unto the County, all that certain portion of the Subdivided Property, together with the improvements thereon, situated, lying and being in Arlington County, Virginia, and more particularly described as follows:

**Parcel B-1, Charles Drew Subdivision as shown on the Plat attached hereto and made a part hereof.**

#### **DEDICATION OF PUBLIC WATER LINE EASEMENT**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby dedicate and convey unto the County, an easement for the purposes of maintenance, removal, repair, reconstruction, replacement and relocation of present or future public water lines, over, under, upon and across the portions of Parcels A-1, B-1 and C-1 designated on the Plat as “15’ Public Water Line Easement – Hereby Granted” for public water line purposes (“Water Line Easement”), as more particularly described and depicted on the Plat.

#### **DEDICATION OF PUBLIC STORM SEWER EASEMENT**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby dedicate and convey unto the County, an easement for the purposes of maintenance, removal, repair, reconstruction, replacement and relocation of present or future public storm sewers, over, under, upon, across and within the portions of Parcels A-1, B-1 and C-1 designated on the Plat as “25’ Public Storm Sewer Easement Hereby Granted” for public storm sewer purposes (“Storm Sewer Easement”), as more particularly described and depicted on the Plat.

The Water Line Easement and the Storm Sewer Easement are collectively referred to herein as the “Utility Easements”). All existing pipes and appurtenant facilities which are located

within the Utility Easements shall be and remain the property of the County. The County shall maintain and repair all pipes and appurtenant facilities located within the Utility Easements and, following such maintenance and repair, shall, at its own expense, restore as nearly as possible, the Utility Easement areas to their original condition, such restoration to include the backfilling of trenches, the replacement of fences or trees and the reseeding or resodding of lawns located within the Utility Easements. The County's benefits and burdens in these Utility Easements shall run with the land and shall bind the County's successors in title and interest. The County shall have full and free use of the Utility Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Utility Easements, including the right of access across the APS Property to and from the Utility Easement Areas, and the right to use the adjoining land of the School Board where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, repair, reconstruction, relocation, replacement and/or removal, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.

### **DEDICATION FOR PUBLIC STREET AND UTILITIES PURPOSES**

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby create, dedicate, grant and convey unto the County, its successors and assigns, in fee simple, free and clear of all liens, encumbrances and improvements, for public street and utilities purposes, the areas designated as "2,594 SQ. FT. Hereby Dedicated to Public Street and Utilities Purposes (Area A)" and as "4,799 SQ. FT. Hereby Dedicated to Public Street and Utilities Purposes (Area B)" and "574 SQ. FT. Hereby Dedicated to Public Street and Utility Purposes (Area C)", as indicated on the Plat.

### **COVENANTS REAL**

Grantors declare that the agreements and covenants stated in this Deed are not covenants personal to Grantors, but are covenants real, running with the land which are and shall be binding

upon the parties hereto and their successors and assigns. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

### **FREE CONSENT**

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantors of the above-described property, and is in accordance with the statutes of Virginia and the applicable ordinances in force in Arlington County governing the platting and subdivision of land, and is approved by the proper authorities as evidenced by their endorsements on said Plat attached hereto and made a part hereof.

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]



**GRANTORS/GRANTEES:**

**THE COUNTY SCHOOL BOARD OF  
ARLINGTON COUNTY, VIRGINIA,  
a body corporate and politic**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
\_\_\_\_\_, as \_\_\_\_\_, on  
behalf of THE COUNTY SCHOOL BOARD OF ARLINGTON COUNTY, VIRGINIA, this  
\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA, a body corporate and  
politic**

By: \_\_\_\_\_  
Real Estate Bureau Chief  
Department of Environmental Services

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA, this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Accepted on behalf of the County Board of Arlington County, Virginia, as authorized by action of the County Board on \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
\_\_\_\_\_  
Real Estate Bureau Chief  
\_\_\_\_\_, 201\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, Real Estate Bureau Chief on behalf of The County Board of Arlington County, Virginia.

\_\_\_\_\_  
Notary Public

The Grantors and Grantees have purchased, from First American Title Insurance Company, insurance policies which insure the Grantors/Grantees respective interests in the properties conveyed by this Deed.

Approved as to form:

\_\_\_\_\_  
County Attorney

**Exhibit A**  
**Legal Description - APS Property**

**Parcel One:**

**Parcel A, a Resubdivision of Lots 9 through 57 and vacated portions of 24th Street and South Langley Street, Thornton Gray Subdivision, as the same appears in Deed Book 1504, page 80 among the land records of Arlington County, Virginia. (Part of RPC # 31-0260-011)**

**Parcel Two:**

**Beginning at a set stone, a corner common to the property of J. J. Lee and the property formerly belonging to Thornton Gray, said stone being in the east line of the late Sewell P. Corbett's Estate; thence with the line of said Corbett Estate N 14° 10' 30" W 159.93 feet to a stone; thence N 85° 9' 30" E 868.7 feet to a point in the west line of Leonard L. Gray's property; thence with part of the west line of Leonard L. Gray's property, S 6° 27' E 32.42 feet to a point; thence N 85° 9' 30" E 329.2 feet to a point in the west line of the Chain Bridge & Alexandria Road; thence with the west line of said road S 6° 27' E 141.1 feet to a point; thence departing from said road S 85° 55' W 1176.94 feet to the beginning, containing 4.1025 acres exclusive of the right of way of the Washington, Arlington and Falls Church Electric Railway which is 50' wide, as surveyed by George E. Garrett November 27, 1911. (Part of RPC # 31-0260-011)**

**Parcel Three:**

**All of Lot 58, Gray's Addition to Nauck, as the same appears duly dedicated, platted and recorded in Deed Book 132, page 409 among the aforesaid land records. (Part of RPC # 31-0260-011)**

**Parcel Four:**

**Beginning at a set stone marking the southeast corner of the parcel of land hereby conveyed which is also the southeast corner of the three acre tract of land which was conveyed to James Baker, et ux, by Mary Morris by Deed recorded among the land records of said County in Deed Book L-4, at page 314; thence with the south line of said Baker tract, S. 85° 14' 30" W. 127.5 feet to a stake in said line; thence through the said Baker tract, N. 4° 16' W. 182 feet to an iron pipe on the north side of the 12 foot right of way; thence with the north line of said right of way N. 85° 44' E. 127.5 feet to a set stone, being the northeast corner of the said Baker tract of three acres; thence with the east line of said tract, S. 3° 38' E. 180.4 feet to the beginning, containing one-half acre and being the unnumbered lot marked .5 acre as shown on plat recorded among said land records in Deed Book 169, at page 201.**

**LESS AND EXCEPT: That portion of said one-half acre tract conveyed to Helen L. Plummer, by deed recorded among said land records in Deed Book 763, at page 415 described as follows:**

**BEGINNING at an iron pipe on the north side of a 12 foot right of way which said point marks the northwest corner of a one-half acre tract conveyed to Grant Clinton, et ux, by a Deed from James Baker, et ux, dated September 25, 1924, and recorded among said land records in Deed Book 210, at page 298, and also shown on a plat of said one-half acre tract recorded with a certain deed from James Baker and wife to James Baker, Jr., dated June 7, 1920, and recorded among said land records in Deed Book 169, at page 201; thence with the north line of said right of way, N. 85° 44' E. 60 feet; thence departing from the north line said right of way and running through said one-half acre tract S 4° 16' E. to a point in the south line of said one-half acre tract; thence along the south line of said one-half acre tract, S. 85° 14' 30" W. 60 feet to the southwest corner of said one-half acre tract; thence N. 4° 16' W. 182.1 feet to the point of beginning, and being the westerly 60 feet by the full depth of the said one-half acre tract conveyed to Grant Clinton, et ux, as aforesaid. (Part of RPC # 31-0260-011)**

**Parcel Five:**

**All of lots 1 through 8, Norris Subdivision, as the same appears duly dedicated, platted and recorded in Deed Book M-4, page 551 among the aforesaid land records. (Part of RPC # 31-0260-011)**

**Exhibit B**  
**Legal Description - County Property**

**Parcel One:**

Lots 41, 42 and 43, Block H, in the Town of Nauck, as subdivided and recorded in Deed Book B-4, page 440 among the land records of Arlington County, Virginia. (Part of RPC# 31-021-002)

**Parcel Two:**

All that certain parcel of land, containing 1.48820 acres, more or less as shown on a plat entitled "Plat Showing Property of Herman Grenadier at 23<sup>rd</sup> Street South, East of South Lowell Street", dated November 12, 1958 and recorded with a deed recorded in Deed Book 1353, page 303 among the aforesaid land records. (Part of RPC# 31-021-002)

**Parcel Three:**

Beginning at an iron pipe on the north side of a 12' right of way which said point marks the northwest corner of a one-half acre tract conveyed to Grant Clinton and Nannie Clinton, his wife, by deed recorded in Deed Book 210, page 298, and shown on a plat recorded in Deed Book 169, page 201; thence with the north line of said right of way N 85° 44' E. 60'; thence departing from the north line of said right of way and running through said one-half acre tract S. 14° 16' E to a point in the south line of said one-half acre tract; thence along the south line of said one-half acre tract S 85° 14' W 60' to the southwest corner of said one-half acre tract; thence N 4° 16' W 182.1' to the beginning, being the west 60' by full depth of said one-half acre tract. (Part of RPC# 31-021-002)

**Parcel Four:**

Outlot B, a Resubdivision of Lots 9 through 57 and vacated portions of 24<sup>th</sup> Street and South Langley Street, Thornton Gray Subdivision, as the same appears in Deed Book 1504, page 80 among the aforesaid land records. (Part of RPC# 31-021-002)

**Parcel Five:**

Lots Thirty-Two (32), Thirty-Three (33) and Thirty-Four (34), in Block lettered "H", of the subdivision called "Town of Nauck" as shown on the plat of said subdivision recorded in Deed Book B-4, at Page 440, among the land records of Arlington County, Virginia. (RPC# 31-020-006)

**Parcel Six:**

"Property of Arlington County Board" by virtue of Instrument No. 20180100010929 among the aforesaid land records.

1. THE PROPERTIES DELINEATED ON THIS PLAN APPEAR ON ARLINGTON COUNTY TAX ASSESSMENT MAP NO. 84-9 AND ARE IDENTIFIED BY REAL PROPERTY CODE (RPC) NUMBER(S) 31021002, 31026011 AND 31026006.
2. TITLE COMMITMENT WAS PREPARED BY WALKER TITLE, LLC, CASE NUMBER A0700079, EFFECTIVE DATE JANUARY 23, 2007, AT 8:00 A.M.
3. THE PROPERTIES SHOWN HEREON ARE SUBJECT TO THE FOLLOWING EASEMENTS OR EXCEPTIONS AS LISTED IN THE ABOVE REFERENCED TITLE REPORT:

1. RPC 31021002 TITLE VESTED IN THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA BY VIRTUE OF INSTRUMENTS RECORDED IN DEED BOOK 1697, PAGE 591, DEED BOOK 1353, PAGE 303, DEED BOOK 1368, PAGE 599, DEED BOOK 1367, PAGE 1 AND, DEED BOOK 1368, PAGE 542.

APC 31026011 TITLE VESTED IN THE COUNTY SCHOOL BOARD OF  
 IRLINGTON COUNTY, VIRGINIA BY VIRTUE OF INSTRUMENT RECORDED IN  
 DEED BOOK 665, PAGE 61, DEED BOOK 1450, PAGE 568, DEED  
 BOOK 1003, PAGE 208, DEED BOOK 1033, PAGE 168, DEED BOOK  
 1008, PAGE 208, DEED BOOK 1033, PAGE 208, DEED BOOK 1033, PAGE  
 PAGE 287, DEED BOOK 1062, PAGE 145, DEED BOOK 1457, DEED BOOK  
 205, DEED BOOK 1456, PAGE 375, DEED BOOK 1462, PAGE 370, DEED  
 DEED BOOK 1455, PAGE 375, DEED BOOK 1457, DEED BOOK  
 1457, PAGE 618, DEED BOOK 1457, DEED BOOK 1457, DEED BOOK  
 PAGE 138, DEED BOOK 1450, PAGE 568, DEED BOOK 1443, PAGE  
 283, DEED BOOK 1458, PAGE 76, DEED BOOK 1594, PAGE 301.

RPC J1020006 TITLE VESTED IN THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA BY VIRTUE OF INSTRUMENT(S) RECORDED IN DEED BOOK 1835, PAGE 367 AND DEED BOOK 1572, PAGE 5.

VIRGINIA STATE PLANE COORDINATES AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83) AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGA). THE COORDINATES SHOWN HEREON ARE GROUND SURFACE VALUES, NOT GRID AS PUBLISHED.

A. THESE LOTS CANNOT BE CONSOLIDATED OR RESUBDIVIDED EXCEPT TO CREATE OUTLOTS BECAUSE THEY DO NOT HAVE THE REQUIRED FRONTAGE.

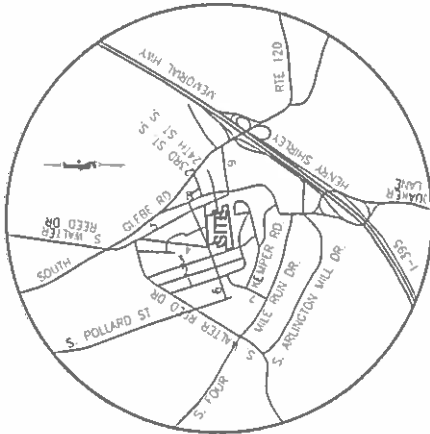
B. THESE PROPERTIES ARE SUBJECT TO THE CONTROL OF USE-PERMIT # U-2791-99-I APPROVED BY THE COUNTY BOARD OF SUPERVISORS AND ARLINGTON COUNTY ZONING ADMINISTRATOR ON DECEMBER 11, 1989 FOR THE PURPOSES OF WITHDRAWAL FROM THE ZONING MAP AND APPROVAL OF THE USE PERMIT. THE PROPERTY IS NOT SUBJECT TO ANY OTHER ZONING ORDINANCES OR REGULATIONS IMPOSED BY THE USE PERMIT. THE OBLIGATIONS AS THEY RELATE TO THESE PROPERTIES ARE SET FORTH IN THE USE-PERMIT # U-2791-99-I WHICH IS ON FILE IN THE OFFICE OF THE ZONING ADMINISTRATOR OF ARLINGTON COUNTY VIRGINIA.

253.977 SQ. FT. OR 5.8305 AC  
85.539 SQ. FT. OR 1.9637 AC  
95.576 SQ. FT. OR 2.1941 AC  
5.330 SQ. FT. OR 0.1224 AC  
3.539 SQ. FT. OR 0.0812 AC

2,594 SQ. FT. OR 0.0595 AC  
4,799 SQ. FT. OR 0.1102 AC  
574 SQ. FT. OR 0.0132 AC  
51,928 SQ. FT. OR 10.3748 AC

SUSAN E. STANICK, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY REVIEWED THE PROPERTY DELINEATED BY THIS MAP AND PLAN AND IT WAS ACQUIRED AS NOTED IN NOTES 4-8 AND INSTANT 201801000710929 AND SUBJECTED TO EASEMENTS OR EXCEPTIONS AS NOTED IN NOTE 3, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND INFORMATION AND BELIEF.

TUSAN E. STANCIK, L.S. 1818



VICINITY MAP  
SCALE: 1"=2000'

VICINITY MAP STREET KEY

- 1 S. OAKLAND ST.
- 2 S. NELSON ST.
- 3 S. MONROE ST.
- 4 S. LONGWELL ST.
- 5 S. KENNEDY ST.
- 6 22ND ST.
- 7 S. OXFORD ST.
- 8 SHIRLINGTON RD.
- 9 24TH RD. S.

**FLAT SHOWING**

**PARCELS A-1, B-1 AND C-1  
CHARLES DREW SUBDIVISION  
BEING THE RESUBDIVISION, VACATION AND REDEDICATION OF  
LOTS 4, AND 56, PARCEL "A" AND OUTLOT "B"  
THORNTON GRAY SUBDIVISION**

DEED BOOK 15M, PAGE 80

**LOTS 1, 2, 3, 4, 5, 6, 7 AND PART OF LOT 8**

MARY NORRIS STEINBERG

**STAINBONE CANNON**

BOOK 111, PAGE 5

PROPERTY OF THE  
ARLINGTON COUNTY SCHOOL BOARD

3 138 AND DB 1443 PG 283

NO PROPERTY OF

**THE COUNTY BOARD OF ARLINGTON COUNTY**

**THE NEW YORK PUBLIC LIBRARY  
ASTOR LENOX TILDEN FOUNDATION**

11/08/10Z USN ONLY

**PUBLIC STREET AND UTILITIES PURPOSES**  
**AND A DEDICATION TO**

TON COUNTY, VIRGINIA

SCALE: 1"=50' DATE: MARCH 24, 2010

REV: AUG 9, 2018

REV: DEC 8, 2018

REV: AUG 10, 2018

**A. MORTON THOMAS AND ASSOCIATES, INC.**

CONSULTING ENGINEERS  
14555 AVON PARKWAY, SUITE 150, CHANTILLY, VA 20151  
CH2MHILL 647-6000

PM 7:05-7:13/3

SHEET 1 OF 4

## Preliminary

08/13/2018 6:39:53 AM



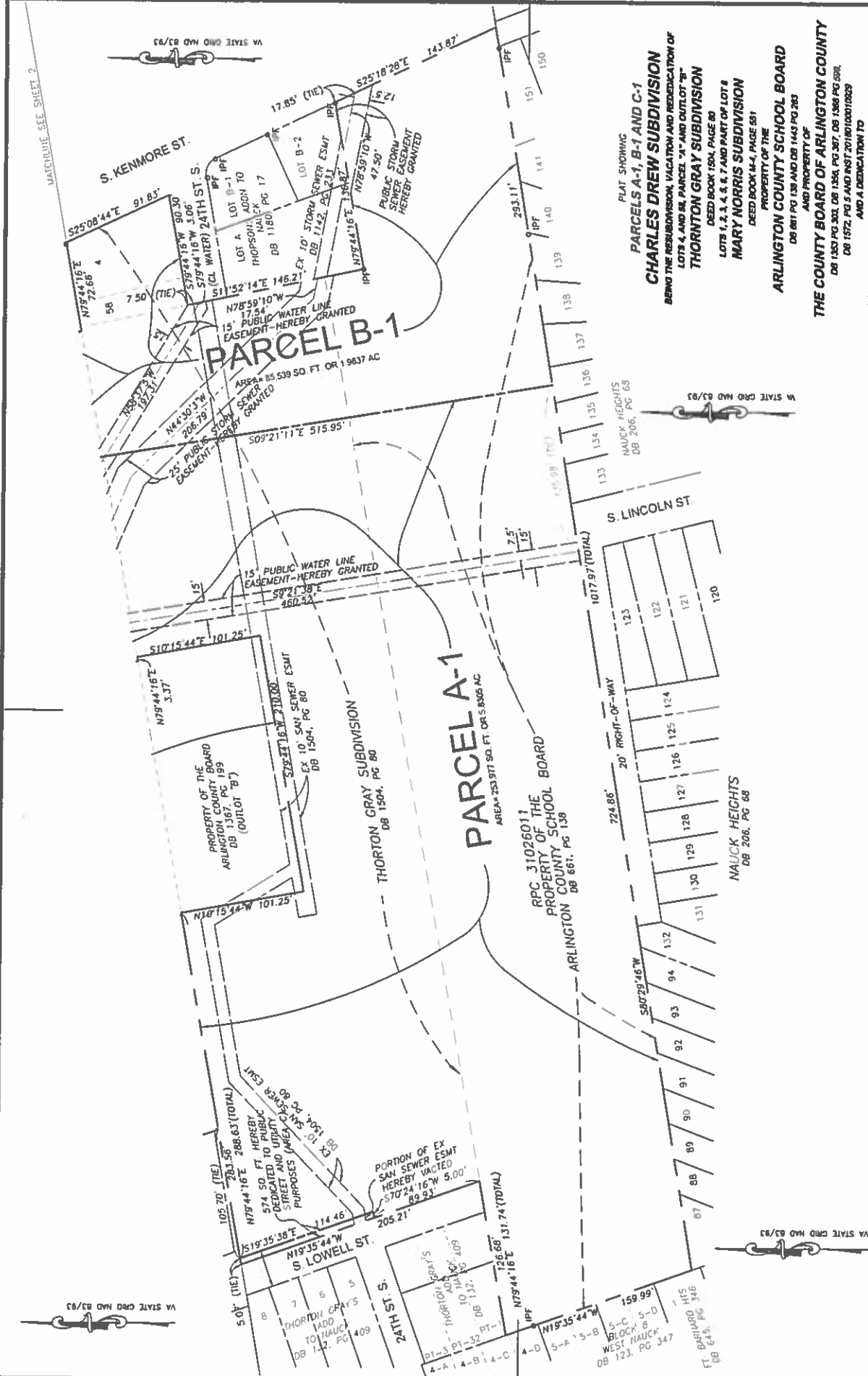
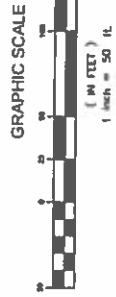
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( IN FEET )  
1 inch = 50 ft

**A. MORTON THOMAS AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
14555 AVON PARKWAY, SUITE 150, CHANTILLY, VA 2  
PH 703-817-1373  
AMT JOB NO: 104-383.004



**Preliminary**  
08/13/2018 6:40:05 AM



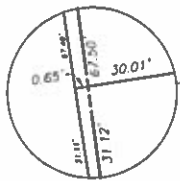
PLAT SHOWING  
**PARCELS A-1, B-1 AND C-1**  
**CHARLES DREW SUBDIVISION**  
BEING THE RESUBDIVISION, VACATION AND REDEDICATION OF  
LOTS 4 AND 84, PARCELS "A" AND OUTLOT "B"  
**THORNTON GRAY SUBDIVISION**  
DEED BOOK 1504, PAGE 80  
LOTS 1, 2, 3, 4, 5, 6, 7 AND PART OF LOT 8  
**MARY MORRIS SUBDIVISION**  
DEED BOOK 1444, PAGE 561  
PROPERTY OF THE  
**ARLINGTON COUNTY SCHOOL BOARD**  
DB 881 PG 139 AND DB 1443 PG 263  
AND PROPERTY OF  
**THE COUNTY BOARD OF ARLINGTON COUNTY**  
DB 1353 PG 303, DB 1356, PG 367, DB 1368 PG 588,  
DB 1572, PG 5 AND INST 20160100010529  
AND A DEDICATION TO  
**PUBLIC STREET AND UTILITIES PURPOSES**  
ARLINGTON COUNTY, VIRGINIA  
SCALE 1"=50' DATE: MARCH 24, 2010  
REV: AUG 9, 2016  
REV: DEC 6, 2018  
REV: AUG 16, 2018

A. MORTON THOMAS AND ASSOCIATES, INC.  
CONSULTING ENGINEERS  
14555 AVON PARKWAY, SUITE 100, CHANTILLY, VA 20151  
PH 703-877-1373  
AUT JOB NO: 104-300-004

VA STATE GRID NAD 83/93

VA STATE GRID NAD 83/93

ARLINGTON COUNTY BOARD  
PROPERTY OF THE  
ARLINGTON COUNTY BOARD  
DB 1353 PG 303, DB 1356 PG 347, DB 1358 PG 580,  
DB 1572, PG 5 AND INST 20180100010829  
AND A DEDICATION TO  
ARLINGTON COUNTY, VIRGINIA  
SCALE: 1"=30'  
DATE: MARCH 24, 2010  
REV: AUG 8, 2018  
REV: DEC 8, 2018  
REV: AUG 10, 2018



ARLINGTON COUNTY BOARD  
PROPERTY OF THE  
ARLINGTON COUNTY BOARD  
DB 1353 PG 303, DB 1356 PG 347, DB 1358 PG 580,  
DB 1572, PG 5 AND INST 20180100010829  
AND A DEDICATION TO  
ARLINGTON COUNTY, VIRGINIA  
SCALE: 1"=30'  
DATE: MARCH 24, 2010  
REV: AUG 8, 2018  
REV: DEC 8, 2018  
REV: AUG 10, 2018

2ND ST. S.

NAUCK BLOCK H  
DB B-4, PG 440

23RD ST. S.

PARCEL C-1

AREA: 96,576 SQ. FT. OR 2.1841AC

LOT 3-A

JAMES BAKER  
RESUBDIVISION  
DB 1070, PG 550

S. LOWELL ST.

PLAT SHOWING

PARCELS A-1, B-1 AND C-1  
CHARLES DREW SUBDIVISION  
BEING THE RESUBDIVISION, VACATION AND REDEDICATION OF  
LOTS 4, AND 5L, PARCEL "A" AND OUTLOT "B"

THORNTON GRAY SUBDIVISION  
DEED BOOK 1504, PAGE 80

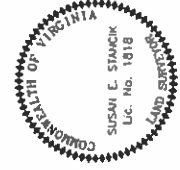
LOTS 1, 2, 3, 4, 5, 6, 7 AND PART OF LOT 8  
MARY NORRIS SUBDIVISION  
DEED BOOK 144, PAGE 581

PROPERTY OF THE

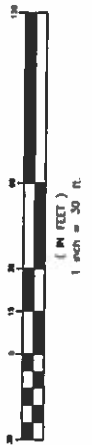
ARLINGTON COUNTY SCHOOL BOARD  
DB 881 PG 138 AND DB 1443 PG 283  
AND PROPERTY OF

THE COUNTY BOARD OF ARLINGTON COUNTY  
DB 1353 PG 303, DB 1356 PG 347, DB 1358 PG 580,  
DB 1572, PG 5 AND INST 20180100010829  
AND A DEDICATION TO

PUBLIC STREET AND UTILITIES PURPOSES  
ARLINGTON COUNTY, VIRGINIA  
SCALE: 1"=30'  
DATE: MARCH 24, 2010  
REV: AUG 8, 2018  
REV: DEC 8, 2018  
REV: AUG 10, 2018



GRAPHIC SCALE



**Preliminary**  
08/13/2018 6:40:09 AM

## EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this "**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **ARLINGTON COUNTY SCHOOL BOARD**, a body corporate and politic ("**School Board**") and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**") (jointly, the "**Parties**").

### RECITALS:

- R-1. Charles R. Drew Model School and Community Center (known respectively as the "**School**" and the "**Community Center**", and jointly as the "**Facility**") was constructed by Arlington Public Schools and Arlington County in 2002 as a shared use facility for the purpose of fulfilling the educational needs of Arlington students of all ages and serving the recreational needs of the community;
  
- R-2. The Facility is located at 3500 23<sup>rd</sup> Street South, Arlington, Virginia, 22206, a portion of which is located on RPC #31026011, a parcel owned in fee simple by the School Board, by instruments recorded in Deed Book 665 at Page 61, Deed Book 1450 at Page 568, Deed Book 1462 at Page 364, Deed Book 1053 at Page 168, Deed Book 1008 at Page 205, Deed Book 1031 at Page 24, Deed Book 1443 at Page 267, Deed Book 1053 at Page 208, Deed Book 1053 at Page 205, Deed Book 1062 at Page 145, Deed Book 1457 at Page 222, Deed Book 1455 at Page 375, Deed Book 1462 at Page 370, Deed Book 1462 at Page 367, Deed Book 1463 at Page 297, Deed Book 1457 at Page 618, Deed Book 1473 at Page 118, Deed Book 661 at Page 138, Deed Book 1450 at Page 568, Deed Book 1443 at Page 283, Deed Book 1458 at Page 76 and Deed Book 1594 at Page 301 among the land records of Arlington County, Virginia ("**School Property**"), and a portion of which is located on RPC #31021002, a parcel owned in fee simple by the County, by deeds recorded in Deed Book 1353 at Page 303, Deed Book 1368 at Page 599, Deed Book 1368 at Page 599, and Deed Book 1697 at Page 591, and a parcel located on RPC# 31020006, known as Lots Thirty-Two (32), Thirty Three (33) and Thirty-Four (34), in Block lettered "H", of the subdivision called "Town of Nauck", as shown on the plat of said subdivision recorded in Deed Book B-4, at Page 440, among the Land Records owned in fee simple by the County, by deeds recorded in Deed Book 1356 at Page 367 and Deed Book 1572 at Page 5, among the land records of Arlington County, Virginia ("**County Property**"). The School Property and the County Property are sometimes jointly herein referred to as the "**Properties**".
  
- R-3. On July 30, 2008, the Parties entered into a License Agreement ("**License Agreement**") granting to the County the temporary right and license from the School Board to use, upon certain terms, 68,625 square feet of the School Property, more or less, for immediate construction of a new park for the community ("**Drew Park**"), together with the non-exclusive use, on a first come, first served basis, of the parking area for the parking of motor vehicles, until the terms of an agreement to exchange properties and a lease for a portion of the Facility could be finalized by the Parties;

- R-4. In order to better align the ownership of the Properties with their current and expected future uses, the Parties desire to enter into this Agreement to exchange portions of the Properties, setting forth the terms and conditions upon which the County will convey its fee simple interest in a portion of the County Property to the School Board, and the School Board will convey its fee simple interest in a portion of the School Property to the County;
- R-5. In partial consideration of the exchange of portions of the Properties, the School Board, as Landlord, has agreed to enter into a lease ("**Lease**") with the County, as Tenant, for certain areas of the Facility, as particularly described in the Lease, together with a non-exclusive license to use certain shared use areas and the non-exclusive use, on a first come, first served basis, of the Facility's parking area (the "**Parking Area**") for the parking of motor vehicles, in order to memorialize the rights and obligations of the Parties with regard to the continued joint use of the Facility and maximize the use of the Facility as a community asset; and
- R-6. The Parties desire to correct certain street dedications on portions of S. 23<sup>rd</sup> Street and S. Lowell Street surrounding the School Property by the School Board, dedicating to the County certain areas of the School Property for street and sidewalk purposes, and to dedicate easements for public storm sewer and public water line easements to provide for maintenance of existing public facilities, all as more particularly described in the Deed of Resubdivision and Conveyance; and
- R-7. In addition, the County desires to convey certain properties to the School Board identified as Lots 32, 33 and 34 (RPC# 31020006), Block H, Nauck, recorded in Deed Book B-4 at Page 440, and Lots 41, 42 and 43, Block H, Nauck recorded in Deed Book 1353 at Page 303, Deed Book 1368 at Page 599 and Deed Book 1697 at Page 591 (collectively, "Additional Property").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the School Board and the County, and of other good and valuable consideration hereinafter set forth, the Parties hereto, intending to be legally bound, agree as follows:

1. Incorporation. The Recitals set forth herein are hereby incorporated by this reference to be a part of this Agreement.

2. The Property to be Exchanged.

(a) County Exchange Property. The fee simple ownership interest in the following described portion of the County Property and Additional County Property will be conveyed by the County to the School Board, with a reservation by the County for utility easements for all existing water, sewer and storm drainage lines, in accordance with the provisions of this Agreement:

A portion of that certain parcel of land, situated, lying and being in Arlington County, Virginia designated as RPC #31021002, and more particularly depicted as "Parcel C-1" and Lots 32, 33, 34, 41, 42 and 43, Block H, Nauck on the plat attached as **Exhibit A** to this Agreement and incorporated herein by reference ("**County Exchange Property**").

(b) School Exchange Property. The fee simple ownership interest in the following described portions of the School Property will be conveyed to the County in accordance with the provisions of this Agreement:

A portion of that certain parcel of land situated, lying and being in Arlington County, Virginia designated as RPC #31026011, and more particularly depicted as "Parcel B-1" on the plat attached as **Exhibit A** to this Agreement and incorporated herein by reference ("**School Exchange Property**").

3. Resubdivision and Dedication of County Property and School Property. Subject to the other provisions of this Agreement, and in order to effect the exchange of properties and the dedications described in subparagraph 3(b) below, the County and the School Board hereby agree that, at Closing (defined in Paragraph 7 below) hereunder, the County and the School Board each shall execute a Deed of Resubdivision, Vacation, Rededication and Conveyance, Dedication for Public Street and Utilities Purposes and Dedication of PUBli Storm Sewer Easement and Public Water Line Easement ("Deed of Resubdivision and Dedication") substantially in the form attached hereto and incorporated herein by reference designated as **Exhibit B** to resubdivide and dedicate portions of the County Property and the School Property as follows:

(a) RPC #31021002 into "Parcel C-1", as more particularly described and depicted on the plat attached as **Exhibit A**; and

(b) RPC #31026011 into "Parcel A-1"; "Parcel B-1"; a portion to be dedicated for S. 23<sup>rd</sup> Street; and a portion to be dedicated for S. Lowell Street, all as more particularly described and depicted in **Exhibit A**. The portions of RPC #31026011 to be dedicated for S. 23<sup>rd</sup> Street and S. Lowell Street and areas designated for public storm sewer easement and public water line easement described above are sometimes jointly referred to hereinafter as the "**Dedication Property**".

4. Exchange of Properties and Additional Consideration. In accordance with the terms of this Agreement:

(a) The County agrees to convey its fee simple ownership interest in the County Exchange Property to the School Board;

(b) The School Board agrees to convey its fee simple ownership interest in the School Exchange Property to the County;

(c) The School Board agrees to lease to the County certain areas of the Facility, together with a non-exclusive license to use certain shared use areas and non-exclusive use, on a first come, first served basis, of the parking area for the parking of motor vehicles, all subject to terms and conditions of the Lease, a copy of which is attached hereto as **Exhibit C**;

(d) The School Board agrees to dedicate to the County the Dedication Property, as described in subparagraph 3(b) above;

(e) The School Board agrees to convey utility easements to the County for all existing water, sanitary sewer and storm drainage lines on School Property, as shown on Exhibit A attached hereto, for the purposes of operation, maintenance, repair and replacement of such utilities.

5. Title – County Exchange Property.

(a) The School Board has obtained a title commitment from a title insurance company selected by the School Board, Commitment No. **A1800216-TD**, issued by Walker Title Insurance Company (the "**School Board's Title Company**"), with an effective date of February 1, 2018, committing such company to issue an ALTA title policy insuring the County Property in accordance with the terms and conditions of such commitment (the "**County Exchange Property Title Commitment**"). A true and accurate copy of the County Exchange Property Title Commitment is attached to this Agreement as **Exhibit D**. The School Board has delivered to the County a copy of the County Exchange Property Title Commitment.

(b) At Closing, title to the County Exchange Property shall be marketable, good of record and in fact, free and clear of deeds of trust, monetary judgments, liens, indebtedness or encumbrances, and insurable by the School Board's Title Company and shall be conveyed to the School Board by special warranty substantially in the form attached hereto and made a part hereof as **Exhibit B**. Notwithstanding the foregoing, the School Board shall accept title to the County Exchange Property subject to the following:

(i) Execution and delivery of such funds, agreements, affidavits, and documents as may be necessary to satisfy the requirements applicable to the County in Schedule B-1, Section 1 of the County Exchange Property Title Commitment and the removal of the Standard Exceptions of Schedule B, Section 2 of the County Exchange Property Title Commitment.

(ii) The County Exchange Property Permitted Exceptions. The phrase "**County Exchange Property Permitted Exceptions**" shall mean: (1) the lien of real estate taxes not yet due and payable; (2) all matters described in the County Exchange Property Title Commitment or of record as of the effective date of such Title Commitment (excluding: the requirements set forth in Schedule B, Section 1 of the County Exchange Property Title Commitment; mortgages, deeds of trust or other monetary liens encumbering the County Exchange Property; and the Standard Exceptions set forth in Schedule B, Section 1 of the County Exchange Property Title Commitment); (3) all matters that would be shown by an accurate survey or an inspection of the County Exchange Property, including, but not limited to, easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (4) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the County Exchange Property; (5) any matters agreed to in writing between the School Board and County prior to Closing; (6) any title exception created directly or indirectly by any act or omission of the School Board or its representatives, agents, employees or invitees; and (7) the Lease.

(c) The County shall, at its sole expense, remove any title exceptions as to the title of the County Exchange Property other than County Exchange Property Permitted Exceptions as the same appear after February 1, 2018, which is the effective date of the County Exchange Property Title Commitment. So long as the County is actively pursuing the removal of such title exceptions in good faith, the Closing Date shall be extended until such title exceptions are corrected, at the sole option of County. If, at any time, the School Board concludes that such title exceptions cannot be removed, or are not being removed in a timely and satisfactory fashion, then the School Board may, by written notice the

County, declare this Agreement void. Thereafter, neither party will have further rights, responsibilities, or liabilities whatsoever hereunder or to each other.

(d) From and after the Effective Date of this Agreement, County shall not, either by commission or omission, grant, cause or permit any easements or covenants on, or otherwise encumber the County Exchange Property, without the prior written consent of the School Board.

6. Title – School Exchange Property and Dedication Property.

(a) The County has obtained a title commitment from a title insurance company selected by the County, Title Commitment No. **A1800217-TD**, issued by First American Title Insurance Company (the "**County's Title Company**"), with an effective date of February 1, 2018 at 8:00 a.m., committing such company to issue an ALTA title policy insuring the School Exchange Property and the Dedication Property in accordance with the terms and conditions of such commitment (the "**School Exchange Property Title Commitment**"). A true and accurate copy of the School Exchange Property Title Commitment is attached to this Agreement as **Exhibit E**. The County has delivered to the School Board a copy of the School Exchange Property Title Commitment.

(b) At Closing, title to the School Exchange Property and the Dedication Property shall be marketable, good of record and in fact, free and clear of deeds of trust, monetary judgments, liens, indebtedness or encumbrances, and insurable by the County's Title Company and shall be conveyed to the County by special warranty substantially in the form of the Deed of Resubdivision and Dedication attached hereto and made a part hereof as **Exhibit B**. The Dedication Property shall be dedicated by the School Board to the County by Deed of Resubdivision and Dedication. Notwithstanding the foregoing, the County shall accept title to the School Exchange Property and the Dedication Property subject to the following:

(i) Execution and delivery of such funds, agreements, affidavits, and documents as may be necessary to satisfy the requirements applicable to the School Board in Schedule B, Section 1 of the School Exchange Property Title Commitment and the removal of Exceptions 1 through 4 of Schedule B, Section 2 of the School Exchange Property Title Commitment.

(ii) The School Exchange Property Permitted Exceptions. The phrase "**School Exchange Property Permitted Exceptions**" shall mean (1) the lien of real estate taxes not yet due and payable; (2) all matters described in the School Exchange Property Title Commitment or of record as of the effective date of such Title Commitment (excluding: the requirements set forth in Schedule B, Section 1 of the School Exchange Property Title Commitment; mortgage, deeds of trust or other monetary liens encumbering the School Exchange Property and the Exceptions 1 through 4 set forth in Schedule B, Section 2 of the School Exchange Property Title Commitment); (3) all matters that would be shown by an accurate survey or an inspection of the School Exchange Property and the Dedication Property, including, but not limited to, easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (4) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the School Exchange Property and the Dedication Property; (5) any matters agreed to in writing between the School Board and County prior to Closing;

and (6) any title exception created directly or indirectly by any act or omission of the County or its representatives, agents, employees or invitees.

(c) The School Board shall, at its sole expense, remove any title exceptions as to the title of the School Exchange Property and the Dedication Property other than School Exchange Property Permitted Exceptions as the same appear after February 1, 2018 at 8:00 a.m., which is the effective date of the School Exchange Property Title Commitment. So long as the School Board is actively pursuing the removal of such title exceptions in good faith, the Closing Date shall be extended until such title exceptions are corrected, at the sole option of County. If, at any time, the County concludes that such title exceptions cannot be removed, or are not being removed in a timely and satisfactory fashion, then the County may, by written notice to the School Board, declare this Agreement void. Thereafter, neither party will have further rights, responsibilities, or liabilities whatsoever hereunder or to each other.

(d) From and after the Effective Date of this Agreement, the School Board shall not, either by commission or omission, grant, cause or permit any easements or covenants on, or otherwise encumber the School Exchange Property or the Dedication Property nor enter into any lease of any portion of the School Property to be leased under the Lease, without the prior written consent of County.

7. Closing. Closing (the "**Closing**") shall occur at the offices of the Walker Title & Escrow Company, Inc. ("**Walker Title**" or "**Settlement Agent**"). Closing shall occur on a date mutually selected by the Parties, which date shall in no event be later than sixty (60) days following the date that this Exchange Agreement has been approved by both the School Board and the County and executed and delivered by and between the Parties (the "**Date of Closing**" or "**Closing Date**"), unless such Closing Date is extended by the Parties, in which event the Real Estate Bureau Chief is authorized to extend the Closing Date on behalf of the County. Notwithstanding the foregoing, in no event shall Closing take place more than 365 days following the date that the Exchange Agreement has been finally approved by the School Board and the County and executed and delivered by and between the Parties, unless agreed by the Parties by written amendment of this Agreement.

8. Conditions Precedent to Obligations of the School Board. The obligation of the School Board to proceed to Closing on the County Exchange Property in accordance with this Agreement shall be subject to the following conditions (all or any of which may be waived, in whole or in part, by the School Board):

(a) A notice shall be delivered to the County that the School Board has executed this Agreement and such notice shall be delivered to the County accompanied by fully executed duplicate originals of this Agreement for presentation to the County.

(b) Title to the County Exchange Property shall be as required by Paragraph 5 of this Agreement.

(c) The County is the fee simple owner of the County Exchange Property.

(e) The County shall have performed and complied with all of the covenants and conditions required by this Agreement to be performed or complied with at, or prior to, Closing.



9. Conditions Precedent to Obligation of County. The obligation of County to proceed to Closing on the School Exchange Property and the Dedication Property in accordance with this Agreement shall be subject to the following conditions (all or any of which may be waived by County):

(a) A notice shall be delivered to the School Board that County has executed this Agreement and such notice shall be accompanied by a fully executed copy of this Agreement.

(b) Title to the School Exchange Property and the Dedication Property shall be as required by Paragraph 6 of this Agreement.

(c) The School Board is the fee simple owner of the School Exchange Property and the Dedication Property.

(e) The School Board shall have performed and complied with all of the covenants and conditions required by this Agreement to be performed or complied with at, or prior to, Closing.

10. Closing Costs – Conveyance of County Exchange Property to the School Board. With respect to the County Exchange Property, examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and the School Board's attorney's fees are to be the cost of the School Board. The County shall pay for its own attorney's fees and costs, for preparation of the deed for the County Exchange Property, the Virginia grantor tax on the County Exchange Property, if such tax is applicable to this transaction, a reasonable settlement fee, the release of any liens or encumbrances against the County Exchange Property, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters relating to the County Exchange Property. Water, sewer, utility and all other charges are to be pro-rated as of the Closing Date.

11. Closing Costs – Conveyance of School Exchange Property to County and Dedication of the Dedication Property to the County. With respect to the School Exchange Property and the Dedication Property, examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and the County's attorney's fees are to be the cost of the County. The School Board shall pay for its own attorney's fees and costs, for preparation of the deed for the School Exchange Property, the Virginia grantor tax on the School Exchange Property, if such tax is applicable to this transaction, a reasonable settlement fee, the release of any liens or encumbrances against the School Exchange Property and the Dedication Property, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters relating to the School Exchange Property and the Dedication Property. Water, sewer, utility and all other charges are to be pro-rated as of the Closing Date.

12. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when (i) hand-delivered by personal delivery; or (ii) upon receipt from Federal Express or other delivery service; or (iii) when received by registered or certified mail (return receipt requested, first-class postage prepaid), in either case addressed to the parties as follows:

If to County:

The County Board of Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 300

Arlington, Virginia 22201

with a required copy to: County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201

with a required copy to: Real Estate Bureau Chief  
Department of Environmental Services  
2100 Clarendon Blvd, Suite 800  
Arlington, Virginia 22201

with a required copy to: Director,  
Department of Parks and Recreation  
2100 Clarendon Boulevard, Suite 414  
Arlington, Virginia 22201

with required copy to: Park Development Div. Chief  
Department of Parks and Recreation  
2100 Clarendon Boulevard, Suite 414  
Arlington, Virginia 22201

If to School Board: Superintendent  
Arlington County Public Schools  
2100 Washington Boulevard  
Arlington, VA 22204

with required copy to: Assistant Superintendent for Facilities and Operations  
Arlington County School Board  
2770 S. Taylor Street  
Arlington, Virginia 22206

with a copy to: Arlington Public Schools  
Assistant Superintendent for Finance  
2100 Washington Boulevard  
Arlington, Virginia 22204

or in each case to such other address as either Party may from time to time designate.

13. Damage, Condemnation or Distribution of Property Pending Closing. The risk of loss with respect to each of the Properties shall remain with the owner thereof until the delivery of the deeds at the Closing hereunder.

14. Possession. On the Date of Closing, the County shall deliver possession of the County Exchange Property free of occupancies or tenancies, except for the County's tenancy under the Lease by the School Board to the County. On the Date of Closing, the School Board shall deliver the School Exchange Property and the Dedication Property to the County free of occupancies or tenancies, except for the County's occupancy under the License Agreement.

15. Deliveries at Closing – Conveyance of County Exchange Property to the School Board.

(a) County's Deliveries. At Closing, County shall deliver to the Settlement Agent the following original documents, each fully and properly executed and acknowledged (as required by the School Board's Title Company) with respect to the County Exchange Property, which deliveries shall be concurrent with the deliveries described in Paragraph 16 of this Agreement.

(i) A Deed of Resubdivision and Dedication substantially in the form of **Exhibit B** attached hereto, resubdividing, dedicating and conveying portions of the County Property and the School Property;

(ii) The Lease, substantially in the form of **Exhibit C** attached hereto, leasing certain areas of the Facility from the School Board to the County;

(iii) Such funds as required by Paragraph 10 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(iv) A copy of appropriate resolution or action of the County reflecting the authorization of the transactions herein by County;

(v) Such Owner's affidavits and other documents and instruments as are reasonably required by the School Board's Title Company for the elimination of any standard or printed exceptions in the School Board's final policy of title insurance, including, without limitation, the exception for unfiled mechanics' liens, parties in possession and unrecorded easements;

(vi) A Settlement Statement, as prepared by the Settlement Agent; and

(vii) Such other documents as are required to be delivered by County pursuant to this Agreement.

(b) The School Board's Deliveries. At Closing, the School Board shall deliver to the Settlement Agent, the following items or original documents, each fully and properly executed and acknowledged (as required by the School Board's Title Company) as the case may be, with respect to the County Exchange Property:

(i) Such funds as required by Paragraph 10 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(ii) A Settlement Statement, as prepared by the Settlement Agent; and

(iii) Such other documents as are required by this Agreement.

16. Deliveries at Closing – Conveyance of School Exchange Property and Dedication Property to County.

(a) The School Board's Deliveries. At Closing, the School Board shall deliver to the Settlement Agent the following original documents, each fully and properly executed and acknowledged (as required by County's Title Company) with

respect to the School Exchange Property and the Dedication Property which deliveries shall be concurrent with the deliveries described in Paragraph 15 of this Agreement:

(i) A Deed of Resubdivision and Dedication substantially in the form of **Exhibit B** attached hereto, resubdividing, dedicating and conveying portions of the County Property and the School Property;

(ii) The Lease, in the form of **Exhibit C** attached hereto, leasing certain areas of the Facility from the School Board to the County;

(iii) Such funds as required by Paragraph 11 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(iv) A copy of appropriate resolution reflecting the authorization of the transactions herein by the School Board;

(v) Such Owner's affidavits and other documents and instruments as are reasonably required by County's Title Company for the elimination of any standard or printed exceptions in County's final policy of title insurance, including, without limitation, the exception for unfiled mechanics' liens, parties in possession and unrecorded easements;

(vi) A Settlement Statement, as prepared by the Settlement Agent; and

(vii) Such other documents as are required to be delivered by the School Board pursuant to this Agreement.

(b) County's Deliveries. At Closing, the County shall deliver to the Settlement Agent the following items or original documents with respect to the School Exchange Property and the Dedication Property, each fully and properly executed and acknowledged (as required by the County's Title Company).

(i) Such funds as required by Paragraph 11 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(ii) A Settlement Statement, as prepared by the Settlement Agent; and

(iii) Such other documents as are required under this Agreement.

#### 17. Condition of Properties.

(a) Except for the special warranty of title set forth in the deed, County specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, relating to the County Exchange Property. It is understood by the Parties that the County Exchange Property is being conveyed to the School Board on the Date of Closing in "As Is" "Where Is" condition.

(b) Except for the special warranty of title set forth in the deed, the School Board specifically disclaims any warranty, guaranty or representation, oral or written, past or present, expressed or implied relating to the School Exchange Property and the Dedication Property. It is understood by the Parties that the School Exchange Property is being conveyed to the County, and the Dedication property is being dedicated to County, on the Date of Closing in "As Is" "Where Is" condition.

18. Remedies. If either the County or the School Board wrongfully fails or refuses to perform their obligations under this Agreement, then the County or the School Board, as the case may be, shall have all rights and remedies available under law or equity in the Commonwealth of Virginia.

19. Miscellaneous Provisions

(a) Binding Effect. The County and the School Board, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the School Board nor County shall assign this Agreement without written consent of the other, which consent may be withheld in the sole and absolute discretion of such other party.

(b) Waiver, Modification. Failure by County or the School Board to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof.

(c) Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law. Any dispute between the Parties hereunder shall be brought before the Arlington County Circuit Court.

(d) Headings. The Paragraph headings are herein used for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or the scope of any Paragraph.

(e) Counterparts. If this Agreement shall be executed in two or more counterpart originals, each counterpart original shall be for all purposes considered an original of this Agreement.

(f) Partial Invalidity. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect; and it is the intention of all the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(g) Entire Agreement. This Agreement, together with the other writings signed by the parties and incorporated by reference and together with any instruments to be executed and delivered under this Agreement, constitutes the entire agreement between the parties with respect to the exchange of the County Exchange Property and the School Exchange Property, and the dedication of the Dedication Property to the County, and supersedes all prior oral and written understandings. Amendments to this Agreement shall not be effective unless in writing and signed and delivered by the Parties hereto.

(h) Survival. The representations, warranties, covenants and indemnities contained in this Agreement shall be effective as of the Closing Date and any liability

with respect to breach thereof shall survive the Closing for a period of one (1) year from the date thereof, unless otherwise provided herein.

(i) Notice and Cure. Whenever in this Agreement a party is required to perform any act or deed and any such act or deed has not been performed by the time prescribed under this Agreement, prior to the non-performing party being declared in default under this Agreement the party alleging such non-performance shall be required to provide to the non-performing party written notice of such non-performance which notice shall provide for a period of not less than ten (10) days for the non-performing party to cure such non-performance.

(j) Holidays. Whenever the last day for the performance of any act required by either County or the School Board under this Agreement shall fall upon a Saturday, Sunday, or legal holiday, the date for the performance of any such act shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

(k) Resubdivision and Dedication. To the extent required by this Agreement or by law, the County and the School Board shall, at Closing, resubdivide portions of the County Property and the School Property and dedicate portions of the School Property to public right of ways as specified in Paragraph 3 of this Agreement, prior to the exchange of the County Exchange Property and the School Exchange Property. The County and the School Board agree to cooperate to timely prepare and file all necessary applications, plats and other documentation necessary to affect such resubdivision and dedication of portions the School Property. To the extent required by this Agreement or by law, the County and the School Board shall subdivide the County Property and the School Property, respectively, prior to Closing.

(l) County Board Approval Required. The execution and delivery of this Agreement by the School Board constitutes an irrevocable offer to exchange the Properties. This offer shall become null and void if the County Board does not approve this Agreement within sixty (60) days after the Agreement is executed by the School Board and delivered to the County.

(n) Effective Date. This Agreement shall be effective upon the date last executed by a Party hereto ("**Effective Date**")

**IN WITNESS WHEREOF**, the County and the School Board have caused this Agreement to be executed as of the Effective Date.

**List of Exhibits:**

- |           |  |
|-----------|--|
| Exhibit A | Plat Showing Resubdivision and Dedication of County Property and School Property with Utility Easements to be conveyed to the County |
| Exhibit B | Deed of Resubdivision and Dedication   |
| Exhibit C | Deed of Lease  |
| Exhibit D | County Exchange Property Title Commitment  |
| Exhibit E | School Exchange Property Title Commitment  |

(SEPARATE SIGNATURE PAGES ATTACHED)

Signature Page  
to  
Exchange Agreement

**COUNTY:**

**THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA**, a body corporate and  
politic

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
County Attorney



Signature Page  
to  
Exchange Agreement

**SCHOOL BOARD:**

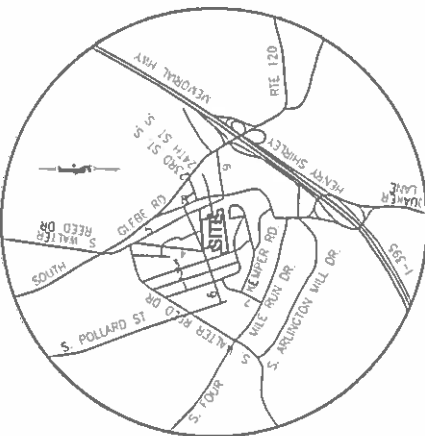
**ARLINGTON COUNTY SCHOOL BOARD**, a  
body corporate and politic

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## AREA TABULATION:

PARCEL A-1	253,977 SQ. FT. OR 5.8305 AC
PARCEL B-1	85,539 SQ. FT. OR 1.9637 AC
PARCEL C-1	95,576 SQ. FT. OR 2.1941 AC
PARCEL D-1	5,350 SQ. FT. OR 0.1224 AC
LOT 41, 42 & 43	3,359 SQ. FT. OR 0.0812 AC
STREET DEDICATION	
AREA A	2,594 SQ. FT. OR 0.0595 AC
AREA B	4,799 SQ. FT. OR 0.1102 AC
AREA C	574 SQ. FT. OR 0.0132 AC
TOTAL SITE AREA	451,928 SQ. FT. OR 10.3748 AC

VICINITY MAP  
SCALE: 1"=2000'

VICINITY MAP STREET KEY  
1 S. GAYLAND ST.  
2 S. NELSON ST.  
3 S. HOWARD ST.  
4 S. LONGWELL ST.  
5 S. KENDRICK ST.  
6 22ND ST.  
7 S. OXFORD ST.  
8 ARLINGTON RD.  
9 24TH RD. S.

## SURVEYOR'S CERTIFICATE:

I, SUSAN E. STANOK, A DAILY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY REVIEWED THE PROPERTY DELINEATED BY THIS PLAT AND IT WAS ACQUIRED AS NOTED IN NOTES 4-8 AND WAS NOT 2018/01/00/100929 AND SUBMITTED TO EASEMENTS OR EXCEPTIONS AS NOTED IN NOTE 3, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

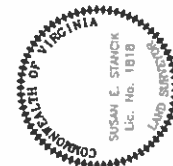
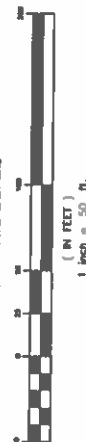
GIVEN UNDER MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_ 2018.

SUSAN E. STANOK, L.S. 1818

## NOTES:

- THE PROPERTIES DELINEATED ON THIS PLAT APPEAR ON ARLINGTON COUNTY TAX ASSESSMENT MAP NO. 84-9, AND ARE IDENTIFIED BY REAL PROPERTY CODE (RPC) NUMBER(S) 31026011 AND 31020006.
- TITLE COMMITMENT WAS PREPARED BY WALKER TITLE, LLC, CASE NUMBER A0700079, EFFECTIVE DATE JANUARY 23, 2007, AT 8:00 A.M.
- THE PROPERTIES SHOWN HEREON ARE SUBJECT TO THE FOLLOWING EASEMENTS OR EXCEPTIONS AS LISTED IN THE ABOVE REFERENCED TITLE REPORT:
  - SANITARY SEWER AGREEMENT DEED BOOK 683, PAGE 504
  - VIRGINIA ELECTRIC AND POWER COMPANY DEED BOOK 1528, PAGE 337
  - VIRGINIA ELECTRIC AND POWER COMPANY DEED BOOK 1544, PAGE 65
  - VIRGINIA ELECTRIC AND POWER COMPANY DEED BOOK 1618, PAGE 121
  - VIRGINIA ELECTRIC AND POWER COMPANY DEED BOOK 1745, PAGE 308
  - VIRGINIA ELECTRIC AND POWER COMPANY DEED BOOK 1593, PAGE 230
- RPC 31021002 TITLE VESTED IN THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA BY VIRTUE OF INSTRUMENTS RECORDED IN DEED BOOK 1687, PAGE 591, DEED BOOK 1353, PAGE 303, DEED BOOK 1350, PAGE 599, DEED BOOK 1367, PAGE 1 AND, DEED BOOK 1368, PAGE 542.
- RPC 31026025 TITLE VESTED IN THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA BY VIRTUE OF INSTRUMENT RECORDED IN DEED BOOK 3127, PAGE 1
- RPC 31026011 TITLE VESTED IN THE COUNTY SCHOOL BOARD OF ARLINGTON COUNTY, VIRGINIA BY VIRTUE OF INSTRUMENT RECORDED IN DEED BOOK 665, PAGE 61, DEED BOOK 1450, PAGE 560, DEED BOOK 1452, PAGE 1033, PAGE 168, DEED BOOK 1008, PAGE 203, DEED BOOK 1031, PAGE 208, DEED BOOK 1053, PAGE 205, DEED BOOK 1062, PAGE 145, DEED BOOK 1457, PAGE 222, DEED BOOK 1455, PAGE 375, DEED BOOK 1462, PAGE 370, DEED BOOK 1462, PAGE 367, DEED BOOK 1463, PAGE 297, DEED BOOK 1457, PAGE 618, DEED BOOK 1473, PAGE 118, DEED BOOK 661, PAGE 130, DEED BOOK 1450, PAGE 568, DEED BOOK 1443, PAGE 281, DEED BOOK 1458, PAGE 76, AND DEED BOOK 1594, PAGE 301.
- RPC 31020006 TITLE VESTED IN THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA BY VIRTUE OF INSTRUMENT RECORDED IN DEED BOOK 1572, PAGE 5 AND DEED BOOK 1356, PAGE 367.
- RPC 31020006 TITLE VESTED IN THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA BY VIRTUE OF INSTRUMENT(S) RECORDED IN DEED BOOK 1635, PAGE 367 AND DEED BOOK 1572, PAGE 5.
- BOUNDARY INFORMATION IS BASED ON A FIELD SURVEY BY THIS FIRM PERFORMED IN APRIL 2007.
- VIRGINIA STATE PLANE COORDINATES AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83) AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGM). THE COORDINATES SHOWN HEREON ARE GROUND SURFACE VALUES, NOT GRID AS PUBLISHED.
- FOR PARCEL THAT INCLUDES LOTS 32, 33 AND 34, AND PARCEL THAT INCLUDES LOTS 41, 42 AND 43:
  - THESE LOTS CANNOT BE CONSOLIDATED OR RESUBDIVIDED EXCEPT TO CREATE OUTLOTS BECAUSE THEY DO NOT HAVE THE REQUIRED FRONTAGE.
  - THESE PROPERTIES ARE SUBJECT TO THE CONTROL OF USE-PERMIT # U-2781-99-1 APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ON DECEMBER 11, 1999. PROVIDA OF THIS PLAT NEITHER ENLARGES NOR REDUCES THE OBLIGATIONS OF THE USER OF THIS USE-PERMIT, AND ANY AMENDMENTS AS THEY RELATE TO THESE PROPERTIES, MUST BE FILED WITH THE ZONING ADMINISTRATOR OF ARLINGTON COUNTY, VIRGINIA.

GRAPHIC SCALE



# Preliminary


08/13/2018 6:39:53 AM

A. MORTON THOMAS AND ASSOCIATES, INC.  
CONSULTING ENGINEERS  
14555 AVON PARKWAY, SUITE 150, CHANTILLY, VA 20151  
PH 703-817-1373  
AUT-508 NC 100-383.004



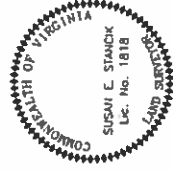
08/13/2018 6:39:59 AM

GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft.

**Preliminary**  
08/13/2018 6:40:05 AM



A. MORTON THOMAS AND ASSOCIATES, INC.  
CONSULTING ENGINEERS  
14655 AVON PARKWAY, SUITE 100, CHANTILLY, VA 20151  
PH 703-877-1373  
AUT JDB NCE 104-300-004

SCALE: 1"=50'  
DATE: MARCH 24, 2010  
REV: AUG 9, 2011  
REV: DEC 6, 2018  
REV: AUG 16, 2018

**PUBLIC STREET AND UTILITIES PURPOSES**

**THE COUNTY BOARD OF ARLINGTON COUNTY**  
DB 1353 PG 303, DB 1356, PG 367, DB 1368 PG 698,  
DB 1572, PG 5 AND INST 2010010010529

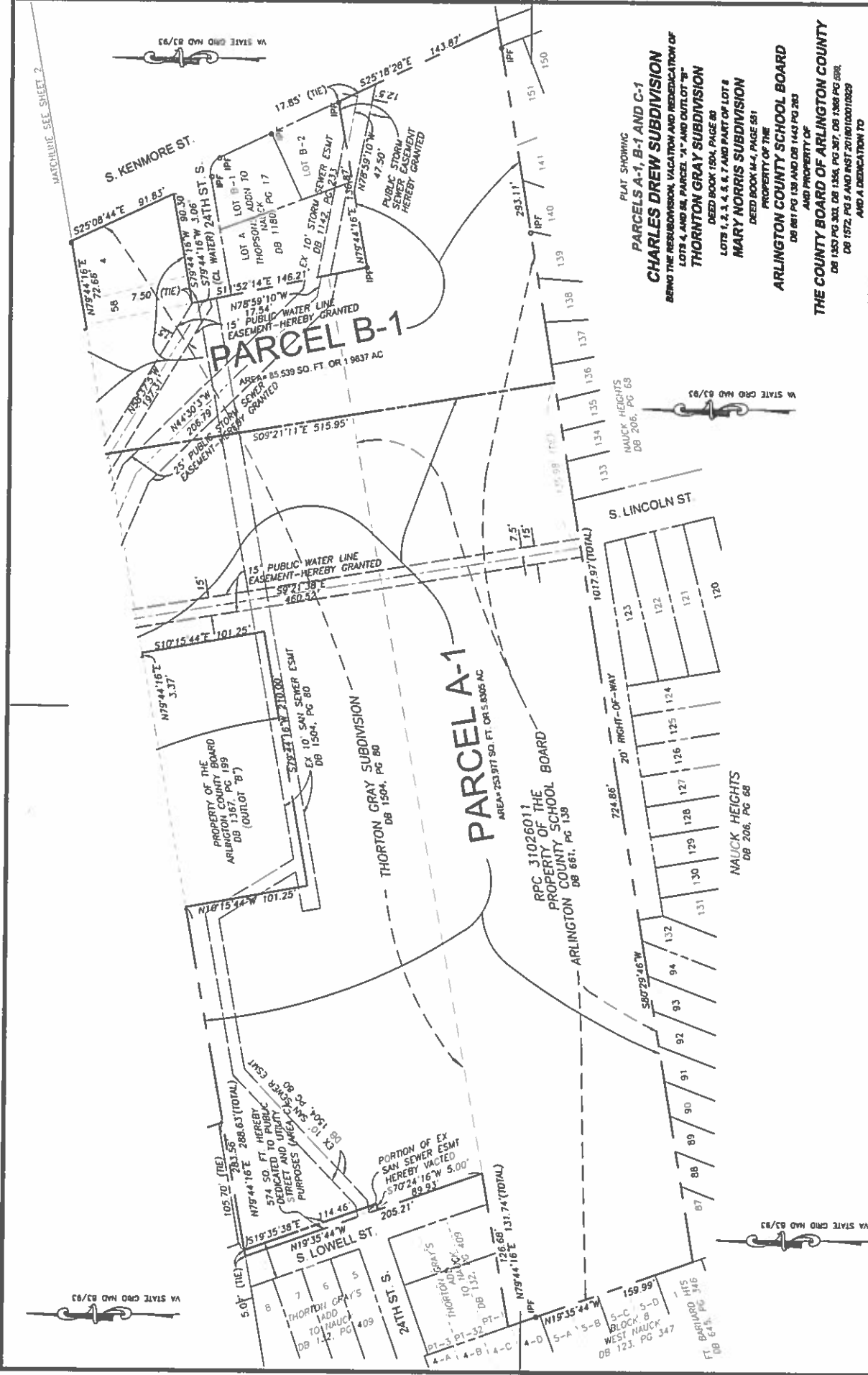
**ARLINGTON COUNTY SCHOOL BOARD**  
DB 881 PG 139 AND DB 1443 PG 263

**MARY MORRIS SUBDIVISION**  
DEED BOOK 14-4, PAGE 561

**THORNTON GRAY SUBDIVISION**  
DEED BOOK 1504, PAGE 80

**CHARLES DREW SUBDIVISION**  
BEING THE RESUBDIVISION, VACATION AND REDEDICATION OF  
LOTS 4 AND 84, PARCELS "A" AND OUTLOT "B"

PLAT SHOWING



GRAPHIC SCALE

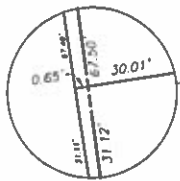


( IN FEET )  
1 inch = 50 ft.

VA STATE GRID NAD 83/93

VA STATE GRID NAD 83/93

ARLINGTON COUNTY BOARD  
PROPERTY OF THE  
ARLINGTON COUNTY BOARD  
DB 1353 PG 303, DB 1356 PG 347, DB 1358 PG 580,  
DB 1572, PG 5 AND INST 20180100010829  
AND A DEDICATION TO  
ARLINGTON COUNTY, VIRGINIA  
SCALE: 1"=30'  
DATE: MARCH 24, 2010  
REV: AUG 8, 2018  
REV: DEC 8, 2018  
REV: AUG 10, 2018  
A. MONTGOMERY THOMAS AND ASSOCIATES, INC.  
14538 ALKON PARKWAY, SUITE 150, CHANTILLY, VA 20151  
PH 703-817-1373  
AUT JOB NO: 104-393-004



ARLINGTON COUNTY BOARD  
PROPERTY OF THE  
ARLINGTON COUNTY BOARD  
DB 1353 PG 303, DB 1356 PG 347, DB 1358 PG 580,  
DB 1572, PG 5 AND INST 20180100010829  
AND A DEDICATION TO  
ARLINGTON COUNTY, VIRGINIA  
SCALE: 1"=30'  
DATE: MARCH 24, 2010  
REV: AUG 8, 2018  
REV: DEC 8, 2018  
REV: AUG 10, 2018  
A. MONTGOMERY THOMAS AND ASSOCIATES, INC.  
14538 ALKON PARKWAY, SUITE 150, CHANTILLY, VA 20151  
PH 703-817-1373  
AUT JOB NO: 104-393-004

2ND ST. S.

NAUCK BLOCK H  
DB B-4, PG 440

23RD ST. S.

PARCEL C-1

AREA: 96,576 SQ. FT. OR 2.1941AC

LOT 3-A

JAMES BAKER  
RESUBDIVISION  
DB 1070, PG 550

S. LOWELL ST.

PLAT SHOWING

PARCELS A-1, B-1 AND C-1  
CHARLES DREW SUBDIVISION  
BEING THE RESUBDIVISION, VACATION AND REDEDICATION OF  
LOTS 4, AND 5L, PARCEL "A" AND OUTLOT "B"

THORNTON GRAY SUBDIVISION  
DEED BOOK 1504, PAGE 80

LOTS 1, 2, 3, 4, 5, 6, 7 AND PART OF LOT 8  
MARY NORRIS SUBDIVISION  
DEED BOOK 144, PAGE 581

PROPERTY OF THE

ARLINGTON COUNTY SCHOOL BOARD  
DB 881 PG 138 AND DB 1443 PG 283

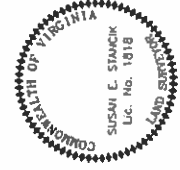
PROPERTY OF

THE COUNTY BOARD OF ARLINGTON COUNTY  
DB 1353 PG 303, DB 1356 PG 347, DB 1358 PG 580,  
DB 1572, PG 5 AND INST 20180100010829

PUBLIC STREET AND UTILITIES PURPOSES

ARLINGTON COUNTY, VIRGINIA

SCALE: 1"=30'  
DATE: MARCH 24, 2010  
REV: AUG 8, 2018  
REV: DEC 8, 2018  
REV: AUG 10, 2018



**Preliminary**  
08/13/2018 6:40:09 AM

GRAPHIC SCALE



Grantee: County Board of Arlington County, Virginia Return to: Real Estate Bureau Chief  
2100 Clarendon Boulevard 2100 Clarendon Boulevard  
Suite 800 Suite 800  
Arlington, Virginia 22201 Arlington, Virginia 22201  
Attn: Real Estate Bureau Chief

Grantee: County School Board of Arlington County, Virginia  
2100 Washington Blvd.  
Arlington, Virginia 22204

Existing RPC#: 31026011, 31021002, 31020006

Proposed RPC#s:

This instrument is exempt from recordation tax, Grantor's tax and the fee imposed by §58.1-802.2, pursuant to §58.1-811 A.3., §58.1-811 C.4. and §58.1-802.2 of the Code of Virginia.

**DEED OF RESUBDIVISION, VACATION, REDEDICATION, DEDICATIONS AND  
CONVEYANCES**

**THIS DEED OF RESUBDIVISION, VACATION, REDEDICATION,  
DEDICATIONS, AND CONVEYANCES** ("Deed"), made this \_\_\_\_ day of  
\_\_\_\_\_, 2018, by and among **THE COUNTY SCHOOL BOARD OF  
ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, as Grantor and Grantee  
("School Board" or "APS"), and **THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**, a body corporate and politic, as Grantor and Grantee (the "County" or "County  
Board").

**WITNESSETH:**

R-1 The School Board is the record owner, in fee simple, of certain parcels of real property  
situate in Arlington County, Virginia, more particularly described as APS Parcels One  
through Five in Exhibit A attached hereto, known as RPC# 31-026-011 and depicted on  
the attached plat entitled, "Plat Showing Parcels A-1, B-1, C-1, Charles Drew  
Subdivision being the Resubdivision, Vacation and Rededication of Lots 4 and 58, Gray's  
Addition to Nauck, Deed Book 132, Page 409, Parcel A and Outlot B, Thornton Gray  
Subdivision, Deed Book 1504, Page 80, Lots 1, 2, 3, 4, 5, 6, 7 and 8, Mary Norris  
Subdivision, Deed Book M-4, Page 551, Property of the Arlington County School Board,  
DB 661 PG 138, DB 1443 PG 283 and Property of The County Board of Arlington

County, DB 1353 PG 303, DB 1368 PG 599 and Instrument No. 20180100010929, Arlington County, Virginia”, Sheets 1 through 4, prepared by A. Morton Thomas and Associates, Inc., dated March 24, 2010, revised August 9, 2016, December 6, 2016 and August 10, 2018, and approved by Arlington County Department of Environmental Services, Division of Transportation on \_\_\_\_\_, 2018, attached hereto and made a part hereof (the “Plat”), by virtue of Deeds recorded in Deed Book 661, Page 138; Deed Book 665, Page 61; Deed Book 1008, Page 205; Deed Book 1031, Page 24; Deed Book 1053, Page 168; Deed Book 1053, Page 205; Deed Book 1053, Page 208; Deed Book 1062, Page 145; Deed Book 1443, Page 267; Deed Book 1450, Page 568; Deed Book 1455, Page 375; Deed Book 1457, Page 222; Deed Book 1457, Page 618; Deed Book 1462, Page 364; Deed Book 1462, Page 367; Deed Book 1462, Page 370; Deed Book 1463, Page 297; Deed Book 1473, Page 118; Deed Book 1443, Page 283; Deed Book 1450, Page 568; Deed Book 1458, Page 76 and Deed Book 1594, Page 301 (the “APS Property”), among the land records of Arlington County, Virginia (“Land Records”); and,

- R-2 The County Board is the record owner, in fee simple, of certain parcels of real property situate in Arlington County, Virginia, more particularly described as County Parcels One through Six in Exhibit B attached hereto, depicted on the attached Plat and known as: (i) Lots 41, 42 and 43, in Block H, in the Town of Nauck, identified on the Plat as “Portion of RPC 31021002, Property of the Arlington County Board DB 1697, PG 591, 3,539 SF or 0.0812 AC”, by virtue of Deed Book 1697 at Page 591 (“County Parcel One”); (ii) a parcel identified on the Plat as “Portion of RPC 31021002 Property of the Arlington County Board DB 1353, PG 303” (“County Parcel Two”); (iii) a parcel identified on the Plat as “Property of Arlington County Board DB 1368 PG 599” by virtue of Deed Book 1368 at Page 599 and Deed Book 1697 at Page 591 (“County Parcel Three”); (iv) a parcel identified on the Plat as “Property of the Arlington County Board DB 1367, PG 199 (“Outlot B”)” by virtue of an instrument recorded in Deed Book 1367 at Page 199 (“County Parcel Four”); (v) Lots Thirty-Two (32), Thirty-Three (33) and Thirty-Four (34), in Block lettered “H”, of the subdivision called “Town of Nauck”, identified on the Plat as “RPC 31020006 Property of the Arlington County Board DB 1356, PG 367 (Lot

34), DB 1572, PG 5 (Lot 32 & 33), 5,330 SF or 0.1224 AC”, by virtue of instruments recorded in Deed Book 1356 at page 367, Deed Book 1635 at page 367 and Deed Book 1572 at page 5 (“County Parcel Five”) and a parcel identified on Sheet 4 of the Plat as “Property of the Arlington County Board INST 20180100010929” by virtue of Instrument No. 20180100010929 (“County Parcel Six”); all among the Land Records (the “County Property”); and,

- R-3 At the regular meeting of the County Board on \_\_\_\_\_, 2018, the County Board approved and authorized: i) the execution of this Deed to resubdivide, vacate, rededicate, dedicate and convey certain areas of the County Property located at 2410 S. Kenmore St., Arlington, Virginia (RPC#s 30-126-011, 31-021-002 and 31-020-006); and (ii) execution of a Deed of Lease, as Lessee, of a portion of the property from APS, consistent with the provisions of this Deed (“County Approval”); and
- R-4 At the regular meeting of the School Board on \_\_\_\_\_, 2018, the School Board approved and authorized: i) the execution of this Deed to resubdivide, vacate, rededicate, dedicate and convey certain portions of the APS Property located at 3500 23<sup>rd</sup> St. S., Arlington, Virginia (RPC# 31-026-011); and, ii) execution of a Deed of Lease, as Lessor, of a portion of the property to the County, consistent with the provisions of this Deed (“APS Approval”);
- R-5 Consistent with, and in furtherance of, the County Approval and the APS Approval, the County and APS desire to resubdivide the County Property and the APS Property, vacate and rededicate the subdivision names, dedicate a portion of the County Property for public street and utility purposes, dedicate portions of the APS Property for public street and utility purposes, dedicate easements on portions of the APS Property and the County Property for public storm sewer purposes and public water line purposes, convey a portion of the County Property to APS, and convey a portion of the APS Property to the County, all as hereinafter set forth, and as shown on the Plat.



## **RESUBDIVISION, VACATION, REDEDICATION AND DEDICATIONS**

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, being the only parties having any ownership interest in the property, do hereby: i) resubdivide the APS Property and County Parcels Two, Three, Four and Six; ii) vacate and rededicate the subdivision names, the resubdivided parcels to be hereafter known as Charles Drew Subdivision, Parcels A-1, B-1 and C-1; and iii) dedicate the public streets, public storm sewer easements and public water line easements, all as more particularly described and depicted on the Plat ("Subdivided Property").

## **CONVEYANCE TO SCHOOL BOARD**

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County does hereby quitclaim and convey unto the School Board, all that certain portion of the Subdivided Property, County Parcel One and County Parcel Five, together with the improvements thereon, situated, lying and being in Arlington County, Virginia, and more particularly described as follows:

**Parcel C-1, Charles Drew Subdivision, as shown on the Plat attached hereto and made a part hereof;**

**Lots 41, 42 and 43, in Block H, in the Town of Nauck, as subdivided and recorded in Deed Book B-4, at page 440 among the land records of Arlington County, Virginia (County Parcel One); and**

**Lots Thirty-Two (32), Thirty-Three (33) and Thirty-Four (34), in Block lettered "H", of the subdivision called "Town of Nauck", as shown on the plat of said subdivision recorded in Deed Book B-4, at Page 440, among the Land Records (County Parcel Five).**

## **CONVEYANCE TO COUNTY**

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the School Board does hereby quitclaim and convey unto the County, all that certain portion of the Subdivided Property, together with the improvements thereon, situated, lying and being in Arlington County, Virginia, and more particularly described as follows:

**Parcel B-1, Charles Drew Subdivision as shown on the Plat attached hereto and made a part hereof.**

#### **DEDICATION OF PUBLIC WATER LINE EASEMENT**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby dedicate and convey unto the County, an easement for the purposes of maintenance, removal, repair, reconstruction, replacement and relocation of present or future public water lines, over, under, upon and across the portions of Parcels A-1, B-1 and C-1 designated on the Plat as “15’ Public Water Line Easement – Hereby Granted” for public water line purposes (“Water Line Easement”), as more particularly described and depicted on the Plat.

#### **DEDICATION OF PUBLIC STORM SEWER EASEMENT**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby dedicate and convey unto the County, an easement for the purposes of maintenance, removal, repair, reconstruction, replacement and relocation of present or future public storm sewers, over, under, upon, across and within the portions of Parcels A-1, B-1 and C-1 designated on the Plat as “25’ Public Storm Sewer Easement Hereby Granted” for public storm sewer purposes (“Storm Sewer Easement”), as more particularly described and depicted on the Plat.

The Water Line Easement and the Storm Sewer Easement are collectively referred to herein as the “Utility Easements”). All existing pipes and appurtenant facilities which are located

within the Utility Easements shall be and remain the property of the County. The County shall maintain and repair all pipes and appurtenant facilities located within the Utility Easements and, following such maintenance and repair, shall, at its own expense, restore as nearly as possible, the Utility Easement areas to their original condition, such restoration to include the backfilling of trenches, the replacement of fences or trees and the reseeding or resodding of lawns located within the Utility Easements. The County's benefits and burdens in these Utility Easements shall run with the land and shall bind the County's successors in title and interest. The County shall have full and free use of the Utility Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Utility Easements, including the right of access across the APS Property to and from the Utility Easement Areas, and the right to use the adjoining land of the School Board where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, repair, reconstruction, relocation, replacement and/or removal, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.

### **DEDICATION FOR PUBLIC STREET AND UTILITIES PURPOSES**

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby create, dedicate, grant and convey unto the County, its successors and assigns, in fee simple, free and clear of all liens, encumbrances and improvements, for public street and utilities purposes, the areas designated as "2,594 SQ. FT. Hereby Dedicated to Public Street and Utilities Purposes (Area A)" and as "4,799 SQ. FT. Hereby Dedicated to Public Street and Utilities Purposes (Area B)" and "574 SQ. FT. Hereby Dedicated to Public Street and Utility Purposes (Area C)", as indicated on the Plat.

### **COVENANTS REAL**

Grantors declare that the agreements and covenants stated in this Deed are not covenants personal to Grantors, but are covenants real, running with the land which are and shall be binding

upon the parties hereto and their successors and assigns. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

### **FREE CONSENT**

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantors of the above-described property, and is in accordance with the statutes of Virginia and the applicable ordinances in force in Arlington County governing the platting and subdivision of land, and is approved by the proper authorities as evidenced by their endorsements on said Plat attached hereto and made a part hereof.

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

**GRANTORS/GRANTEES:**

**THE COUNTY SCHOOL BOARD OF  
ARLINGTON COUNTY, VIRGINIA,  
a body corporate and politic**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
\_\_\_\_\_, as \_\_\_\_\_, on  
behalf of THE COUNTY SCHOOL BOARD OF ARLINGTON COUNTY, VIRGINIA, this  
\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA, a body corporate and  
politic**

By: \_\_\_\_\_  
Real Estate Bureau Chief  
Department of Environmental Services

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA, this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Accepted on behalf of the County Board of Arlington County, Virginia, as authorized by action of the County Board on \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
\_\_\_\_\_  
Real Estate Bureau Chief  
\_\_\_\_\_, 201\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, Real Estate Bureau Chief on behalf of The County Board of Arlington County, Virginia.

\_\_\_\_\_  
Notary Public

The Grantors and Grantees have purchased, from First American Title Insurance Company, insurance policies which insure the Grantors/Grantees respective interests in the properties conveyed by this Deed.

Approved as to form:

\_\_\_\_\_  
County Attorney

**Exhibit A**  
**Legal Description - APS Property**

**Parcel One:**

**Parcel A, a Resubdivision of Lots 9 through 57 and vacated portions of 24th Street and South Langley Street, Thornton Gray Subdivision, as the same appears in Deed Book 1504, page 80 among the land records of Arlington County, Virginia. (Part of RPC # 31-0260-011)**

**Parcel Two:**

**Beginning at a set stone, a corner common to the property of J. J. Lee and the property formerly belonging to Thornton Gray, said stone being in the east line of the late Sewell P. Corbett's Estate; thence with the line of said Corbett Estate N 14° 10' 30" W 159.93 feet to a stone; thence N 85° 9' 30" E 868.7 feet to a point in the west line of Leonard L. Gray's property; thence with part of the west line of Leonard L. Gray's property, S 6° 27' E 32.42 feet to a point; thence N 85° 9' 30" E 329.2 feet to a point in the west line of the Chain Bridge & Alexandria Road; thence with the west line of said road S 6° 27' E 141.1 feet to a point; thence departing from said road S 85° 55' W 1176.94 feet to the beginning, containing 4.1025 acres exclusive of the right of way of the Washington, Arlington and Falls Church Electric Railway which is 50' wide, as surveyed by George E. Garrett November 27, 1911. (Part of RPC # 31-0260-011)**

**Parcel Three:**

**All of Lot 58, Gray's Addition to Nauck, as the same appears duly dedicated, platted and recorded in Deed Book 132, page 409 among the aforesaid land records. (Part of RPC # 31-0260-011)**

**Parcel Four:**

**Beginning at a set stone marking the southeast corner of the parcel of land hereby conveyed which is also the southeast corner of the three acre tract of land which was conveyed to James Baker, et ux, by Mary Morris by Deed recorded among the land records of said County in Deed Book L-4, at page 314; thence with the south line of said Baker tract, S. 85° 14' 30" W. 127.5 feet to a stake in said line; thence through the said Baker tract, N. 4° 16' W. 182 feet to an iron pipe on the north side of the 12 foot right of way; thence with the north line of said right of way N. 85° 44' E. 127.5 feet to a set stone, being the northeast corner of the said Baker tract of three acres; thence with the east line of said tract, S. 3° 38' E. 180.4 feet to the beginning, containing one-half acre and being the unnumbered lot marked .5 acre as shown on plat recorded among said land records in Deed Book 169, at page 201.**

**LESS AND EXCEPT: That portion of said one-half acre tract conveyed to Helen L. Plummer, by deed recorded among said land records in Deed Book 763, at page 415 described as follows:**



**BEGINNING at an iron pipe on the north side of a 12 foot right of way which said point marks the northwest corner of a one-half acre tract conveyed to Grant Clinton, et ux, by a Deed from James Baker, et ux, dated September 25, 1924, and recorded among said land records in Deed Book 210, at page 298, and also shown on a plat of said one-half acre tract recorded with a certain deed from James Baker and wife to James Baker, Jr., dated June 7, 1920, and recorded among said land records in Deed Book 169, at page 201; thence with the north line of said right of way, N. 85° 44' E. 60 feet; thence departing from the north line said right of way and running through said one-half acre tract S 4° 16' E. to a point in the south line of said one-half acre tract; thence along the south line of said one-half acre tract, S. 85° 14' 30" W. 60 feet to the southwest corner of said one-half acre tract; thence N. 4° 16' W. 182.1 feet to the point of beginning, and being the westerly 60 feet by the full depth of the said one-half acre tract conveyed to Grant Clinton, et ux, as aforesaid. (Part of RPC # 31-0260-011)**

**Parcel Five:**

**All of lots 1 through 8, Norris Subdivision, as the same appears duly dedicated, platted and recorded in Deed Book M-4, page 551 among the aforesaid land records. (Part of RPC # 31-0260-011)**

**Exhibit B**  
**Legal Description - County Property**

**Parcel One:**

Lots 41, 42 and 43, Block H, in the Town of Nauck, as subdivided and recorded in Deed Book B-4, page 440 among the land records of Arlington County, Virginia. (Part of RPC# 31-021-002)

**Parcel Two:**

All that certain parcel of land, containing 1.48820 acres, more or less as shown on a plat entitled "Plat Showing Property of Herman Grenadier at 23<sup>rd</sup> Street South, East of South Lowell Street", dated November 12, 1958 and recorded with a deed recorded in Deed Book 1353, page 303 among the aforesaid land records. (Part of RPC# 31-021-002)

**Parcel Three:**

Beginning at an iron pipe on the north side of a 12' right of way which said point marks the northwest corner of a one-half acre tract conveyed to Grant Clinton and Nannie Clinton, his wife, by deed recorded in Deed Book 210, page 298, and shown on a plat recorded in Deed Book 169, page 201; thence with the north line of said right of way N 85° 44' E. 60'; thence departing from the north line of said right of way and running through said one-half acre tract S. 14° 16' E to a point in the south line of said one-half acre tract; thence along the south line of said one-half acre tract S 85° 14' W 60' to the southwest corner of said one-half acre tract; thence N 4° 16" W 182.1' to the beginning, being the west 60' by full depth of said one-half acre tract. (Part of RPC# 31-021-002)

**Parcel Four:**

Outlot B, a Resubdivision of Lots 9 through 57 and vacated portions of 24<sup>th</sup> Street and South Langley Street, Thornton Gray Subdivision, as the same appears in Deed Book 1504, page 80 among the aforesaid land records. (Part of RPC# 31-021-002)

**Parcel Five:**

Lots Thirty-Two (32), Thirty-Three (33) and Thirty-Four (34), in Block lettered "H", of the subdivision called "Town of Nauck" as shown on the plat of said subdivision recorded in Deed Book B-4, at Page 440, among the land records of Arlington County, Virginia. (RPC# 31-020-006)

**Parcel Six:**

"Property of Arlington County Board" by virtue of Instrument No. 20180100010929 among the aforesaid land records.

# DEED OF LEASE

BETWEEN

ARLINGTON COUNTY SCHOOL BOARD

AND

THE COUNTY BOARD OF  
ARLINGTON COUNTY, VIRGINIA

Location:

Charles R. Drew Model School and Community Center  
3500 23<sup>rd</sup> Street South  
Arlington, Virginia 22206

## Deed of Lease

This Deed of Lease (the "Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between **ARLINGTON COUNTY SCHOOL BOARD**, a body corporate and politic (hereinafter referred to as "Landlord" or "School Board"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (hereinafter referred to as "Tenant" or "County") (Landlord and Tenant are jointly referred to herein as the "Parties").

### RECITALS

WHEREAS, Charles R. Drew Model School and Community Center (known respectively as the "School" and the "Community Center") was constructed by Arlington Public Schools ("APS") and the County in 2002 as a shared use facility for the purpose of fulfilling the educational needs of Arlington students of all ages and serving the recreational needs of the community;

WHEREAS, the Facility, as defined in Section 1.1 below, is located at 3500 23<sup>rd</sup> Street South, Arlington, Virginia, 22206, a portion of which is located on RPC #31026011, owned in fee simple by the School Board ("School Property"), and a portion of which is located on RPC #31021002 owned in fee simple by the County ("County Property") (the School Property and the County Property are hereinafter referred to collectively as the "Properties");

WHEREAS, on July 30, 2008, the Parties entered into a License Agreement granting to the County the temporary right and license from the School Board to use, upon certain terms, 68,625 square feet of land, more or less, located at the eastern portion of the School Property, for the construction of a new park for the community, until the terms of an agreement to exchange certain portions of the Properties and a lease for a portion of the Facility could be finalized by the Parties;

WHEREAS, in order to better align the ownership of the Properties with their actual and expected future uses, the Parties entered into an Exchange Agreement contemporaneously herewith (the "Exchange Agreement") to exchange portions of the Properties, setting forth the terms and conditions upon which the County will convey fee simple interest in a portion of the County Property to the School Board, and the School Board will convey fee simple interest in a portion of the School Property to the County, a copy of which is attached hereto as Exhibit B;

WHEREAS, upon the closing of the Exchange Agreement, the entire property on which the Facility is located will be owned by Landlord;

WHEREAS, in partial consideration of the exchange of portions of the Properties, Landlord has agreed to lease certain areas of the Facility, together with a non-exclusive license to use certain Joint Use Areas, as hereinafter defined, and the non-exclusive use, on a first come, first served basis, of the Parking Area, as hereinafter defined, for the parking of motor vehicles, all subject to the applicable terms and conditions of this Lease, as hereinafter set forth and a contemporaneous Memorandum of Understanding ("MOU"), attached hereto as Exhibit E;

WHEREAS, contemporaneously with the execution of this Lease, the County and the School Board will execute deeds conveying portions of their respective Properties to the other ("Deeds"), in

accordance with the terms of the Exchange Agreement, and such Deeds shall be subsequently recorded among the Arlington County, Virginia land records ("Land Records"); and

WHEREAS, upon the exchange of portions of the Properties under the Exchange Agreement, this Lease will memorialize the rights and obligations of the Parties with regard to the continued joint use of the Facility, in order to maximize the use of the Facility as a community asset.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SPECIFIC PROVISIONS

1.1 GRANT OF LEASE; COMMUNITY CENTER PREMISES; JOINT USE AREAS

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, the Community Center (as further defined below and sometimes referred to herein as the "Community Center Premises" or "Premises"), together with a non-exclusive license to use certain Joint Use Areas (as hereinafter defined), and the non-exclusive use, on a first come, first served basis, of the parking area for the parking of motor vehicles ("Parking Area"), all as further defined below and in Sections 1.5 and 1.6 of this Lease.

The Community Center Premises, School, Joint Use Areas and Fields (both defined in paragraph III of the MOU), and Parking Area together comprise the "Facility", all of which are delineated on Exhibit A and C attached hereto and as more fully described in Sections 1.5 and 1.6 hereof and in the MOU.

1.2 LEASE DATES

(a) Term/Commencement. The initial term ("Initial Term") of this Lease shall commence on the date which is the later to occur of: (i) the full execution and delivery of the Deeds by and between the County and the School Board, or (ii) the full execution and delivery of this Lease by and between Landlord and Tenant ("Commencement Date"), and shall expire at 12:00 midnight on the date that is Twenty-five (25) years following the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with the provisions of this Lease.

1.3 RIGHT TO EXTEND AND RENEW

So long as Tenant is not in default under the terms of this Lease beyond any applicable notice and cure period, this Lease shall automatically be renewed for one (1) additional ten (10) year period (the "Initial Renewal Term") at no additional cost, beginning at the expiration

of the Initial Term, unless Tenant gives Notice of its intention not to renew the term of this Lease to Landlord at least one hundred eighty (180) days prior to the then scheduled expiration of the Term, as hereinafter defined. Four (4) additional ten (10) year renewal terms beyond the Initial Renewal Term shall be subject to negotiation concerning additional capital expenditures associated with the Premises and Joint Use Areas space during the period covered by the renewal terms. The Initial Renewal Term shall automatically commence on the day following the Expiration Date of the Initial Term and all the terms and conditions of the Lease shall continue to apply as if the Initial Term had originally included such Renewal Term. The Initial Term and the Renewal Term(s) are collectively referred to as the "Term." Notwithstanding the foregoing, the Term shall not, in any event, exceed seventy-five (75) years.

#### 1.4 TENANT'S HOLDOVER

If Tenant continues to remain in possession of the Community Center Premises after the expiration of the Initial Term, and any applicable Renewal Term(s), then Tenant shall, by virtue of said holdover, become a tenant from month-to-month, commencing said monthly tenancy with the first day next following the end of the applicable Term. All other terms and conditions of this Lease shall apply to any holdover period(s). In the event of such a holdover, Tenant shall give to Landlord at least thirty (30) days written notice of any intention to quit the Community Center Premises. During any such holdover period, Tenant shall be entitled to at least thirty (30) days written notice from Landlord to quit the Community Center Premises.

#### 1.5 FACILITY

(a) Community Center Premises. The Community Center Standard Operating Days and Hours, are as set forth in the MOU which may be amended in writing, from time to time subject to mutual agreement of the Parties. ("Community Center Standard Operating Days and Hours"). The standard Community Center Operating Days and Hours shall generally coincide with the "Academic School Year" and "Academic School Day," including "Summer School Schedule" as established annually by the School Board ("School Operating Hours"), as modified. Prior to the beginning of each Academic School Year, Landlord shall provide Tenant with the dates and hours of any special events during the Academic School Year. Prior to the end of each Academic School Year, Landlord shall reach mutually agreement with Tenant on any changes to the Summer School Schedule. During the County's Community Center Operating Hours, the Community Center shall be open and available to the public and accessible to Tenant's general staff and the public at large. Tenant's staff may access the Community Center Premises at all times subject to the security requirements and procedures established by the Landlord.

(b) Joint Use Areas: The "Joint Use Areas Standard Days and Operating Hours" are as set forth in the MOU which may be amended in writing, from time to time "subject to mutual agreement of the Parties ("Joint Use Areas Standard Days and Operating Hours").

Access to Facility. Tenant shall have access and control to the Community Center Premises and Joint Use Areas during the periods set forth in Section 1.5(a) above. If an event is scheduled, appropriate staff, which may be custodial staff, must be on site. Landlord and Tenant are responsible for securing and controlling access to the Joint Use Areas within their respective control.

## 1.6 FACILITY USE

- (a) Community Center Premises. Tenant shall have use and control of the Community Center Premises during standard Community Center Operating Hours as defined in Section 1.5 herein. Tenant shall be entitled to use the Community Center Premises and Joint Use Areas, during times specified in Section 1.5(a) herein, for recreational, general office and accessory uses thereto, including without limitation, for government offices related to the administration of the Community Center Premises, park and recreation programs, public or community events, administration and related purposes, meetings and events with the County Board and other public officials, public employees, and citizens, and for storage of personal property owned by Tenant and/or others, or, in the possession of Tenant, the County and/or departments thereof.
- (b) Parking Area: Tenant shall be entitled to the non-exclusive use of the Parking Area for vehicular parking for Tenant, Tenant's permitted subtenants, employees, licensees, visitors and invitees, on a first come, first served basis with the exception of seven parking spaces which shall be reserved at all times for the Landlord ("Reserved Spaces"). Tenant's lease of the Community Center Premises does not preclude use by Landlord, so long as Landlord's use is not inconsistent with Tenant's scheduled programs, and Landlord's use has been scheduled according to the procedures set forth in Section 1.5 herein. Landlord shall not lease or allow the use of all or any part of the Community Center Premises at any time for any fee or other consideration to members of the community without Tenant's prior written consent.
- (c) Joint Use Areas. Certain areas of the Facility shall be designated as "Joint Use Areas", as shown on Exhibits B and C attached hereto, the use of which is more particularly described in the MOU which may be amended in writing from time to time subject to mutual agreement of the Parties. Tenant and Landlord shall have mutual use and control of the "Joint Use Areas", during the days and times as set forth in the MOU which may be amended pursuant to Paragraph 1.5.

## 1.7 NOTICES

- (a) Address for Notices to Tenant, before and after the Commencement Date:

County Manager  
Arlington County, VA  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201

with a required copy to: Real Estate Bureau Chief  
Department of Environmental Services  
2100 Clarendon Boulevard, Suite 800  
Arlington, Virginia 22201

with a required copy to: Department Director  
Arlington County, VA  
Department of Parks and Recreation  
2100 Clarendon Boulevard, Suite 414  
Arlington, Virginia 22201

(b) Address for Notices to Landlord:

Superintendent  
Arlington County School Board  
Syphax Education Center  
2110 Washington Boulevard  
Arlington, VA 22204

with a required copy to: Assistant Superintendent for Facilities and Operations  
Arlington County School Board  
2770 S. Taylor Street  
Arlington, VA 22206

(c) Addresses for Notices. All notices required or desired to be given hereunder by either party to the other shall be in writing and personally delivered or given by overnight express delivery service or by certified or registered mail (delivery and/or postage charges prepaid) and addressed as specified in Section 1.7(a) or (b), as applicable. Either party may, by written notice, designate a new address to which such notices shall be directed.

(d) Effective Date of Notice. Notices personally delivered shall be deemed effective upon delivery; notices sent by certified or registered mail shall be deemed effective upon the earlier of (i) the date of receipt or rejection by the addressee, or (ii) three (3) days following the date of mailing (excluding Sundays and holidays on which mail is not delivered by the United States Postal Service). Notwithstanding the foregoing, any notice pertaining to a change of address of a party shall be deemed effective only upon receipt or rejection by the party to whom such notice is sent.

## 1.8 EXHIBITS TO LEASE

Exhibit A	Floor Plan and Joint Use Area
Exhibit B	Exchange Agreement
Exhibit C	Exterior Joint Use Areas
Exhibit D	Confirmation as to Commencement Date and Expiration Date and Acceptance of Possession of Community Center Premises

## 2. GENERAL PROVISIONS



2.1 Acknowledgment of Initial Capital Expenses. As consideration for this Lease and in lieu of the payment of rent by the Tenant, Landlord acknowledges Tenant's initial capital contribution for construction of a portion of the Facility, including the Community Center in 2002. This payment is in lieu of rent for the first thirty (30) years of the term of the Lease and the Initial Renewal Term. Additional Capital Costs may result in additional compensation corresponding to the benefit derived therefrom as described in Section 3.1(d) below.

2.2 Operating Expenses. Landlord shall be responsible for the all expenses incurred in the ownership, operation, management, maintenance, repair and replacement of the Facility ("Operating Expenses"), except as provided in Section 5 herein. Landlord shall be responsible for the operating expenses of the School and Joint Use Areas. Tenant shall be responsible for the payment of operating expenses as set forth in Section 5 below.

2.3 INTENTIONALLY DELETED.

2.4 Rent. Except as otherwise expressly set forth in this Lease, Tenant shall have no obligation to pay any rent during the Initial Term and the Initial Renewal Term. Additional renewal terms may require additional investment of Tenant capital for the Community Center and Joint Use spaces.

### 3. MAINTENANCE AND REPAIRS

#### 3.1 Tenant's Obligations.

(a) Community Center. Tenant shall be responsible for, repair and replacement of Community Center equipment including but not limited to, program equipment, office equipment, tables, chairs and other furniture painting and carpeting, and supplying all Community Center material and staffing.

(b) Field Maintenance. Tenant shall be responsible for the routine maintenance of the Fields. Maintenance of the Fields shall include leaf collection, litter collection, and trashcan maintenance and collection. Except as otherwise provided by Sections 3.2(b) and 3.4 of this Lease, Tenant shall not make any major renovations to the Fields, including but not limited to full replacement or installation of the underlayment, natural turf, drainage system or irrigation system or conversion to synthetic fields, without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Intentionally Omitted.

(d) Capital Costs: Tenant and Landlord each acknowledge the original sharing of capital costs ("Cost Sharing Agreement") was sufficient to establish the Community Center Premises described herein. Future capital costs for the Premises shall be shared in accordance with the benefit derived therefrom, ("Share"). Landlord will incur capital costs at its sole original expense. Tenant shall reimburse Landlord as a part of the cost of services in Section 5 for either (i) Tenant's Share of the renovations when such renovations occur more than seven (7) years

before the expiration of the Initial Term, or (ii) at the rate of one-seventh (1/7) of the Tenant's Share for each year remaining in the Term when such renovations occur in last seven years of the Term. Such reimbursements shall not continue after the end of the Term.

### 3.2 Landlord's Obligations.

(a) Facility. Landlord shall be responsible, at its sole original cost and expense, for the ordinary maintenance, and repair of the Facility, except for items specifically maintained by Tenant as provided in Section 3.1. Landlord shall be responsible for repair and maintenance of the Facility, and shall be responsible for property insurance, capital improvement needs, utility costs, repair and replacement of school equipment, and supplying all school material and staffing. Landlord shall provide the support and maintenance of the HVAC and plumbing and electrical systems, building envelope expenses, capital expenditures, interior/exterior finishes (including, but not limited to, wall repairs and painting), flooring (including, but not limited to, replacement of carpeting and tile), keys, doors, locks and hardware, signage, fire extinguishers, fire alarm and sprinkler systems, security system, custodial services, pest control, window cleaning, interior lighting, attached exterior lights, emergency boarding services, appliances, and all other general facility needs. Landlord shall provide maintenance and repair services for the Parking Areas, Parking Area lights and all walkways which serve the Facility, and shall keep the same in good working order and repair. Landlord is responsible for directly contracting with and paying, in Landlord's own name, for pest control services for the Facility. Landlord shall coordinate scheduling of pest control services with Tenant.

(b) Ground's Maintenance. Except for areas specifically maintained by Tenant as provided in Section 3.1, Landlord shall be responsible, at its sole cost and expense, for all grounds maintenance surrounding the Facility, including the Playgrounds. Grounds maintenance shall include grass cutting, tree maintenance, leaf collection, litter collection, trashcan maintenance and collection, flowerbed design and maintenance, general landscaping maintenance, and other duties generally performed by a landlord. The Parties acknowledge that Tenant provides mowing services to the Facility in cooperation with the Landlord and is reimbursed for services based on a formula established by the cooperating County and School departments. In the event that periodic renovation of the Fields is required to keep the Fields in a safe condition, Landlord will provide such renovation at its sole original expense. Tenant shall reimburse Landlord as a part of the cost of services in Section 5 for either (i) one half of the cost of the renovations when such renovations occur more than seven (7) years prior to the expiration of the Term, or (ii) at the rate of one-seventh (1/7) of one half of the cost of the renovations in each of the remaining years of the Term. Such reimbursements shall not continue after the termination of the Lease. Landlord shall provide written notice to Tenant of its intent to renovate the Fields at least one year (1) prior to beginning renovations.

(c) Custodial Support. Landlord shall provide custodial support ("Custodial Support") at the Facility during regular Community Center Operating Hours and School Operating Hours, as specifically defined in Section 1.5 herein, from Monday through Friday. Additionally, Landlord shall provide Custodial Support to Tenant year round on Saturdays and Sundays to support Tenant's programs, consistent with Arlington Public Schools Policy Implementation Procedures. If additional Custodial Support is required for special events scheduled after regular

Community Center Operating Hours, Landlord will charge Tenant on a straight-time basis for the average hourly APS custodian cost, including salary and benefits, as consistent with Arlington Public Schools Policy Implementation Procedures. Notwithstanding the foregoing, Tenant shall have the option to use its own janitorial staff or service, at Tenant's sole cost and expense, at any time outside of regular Community Center Operating Hours in lieu of Landlord's Custodial Support.

The Custodial Support for Tenant's regular weekend programs and events shall include the following tasks: opening and securing the Facility; disarming the security system; reasonable set-up needs; assisting Tenant's users, providing contact cell phone numbers as needed; coordinating with Tenant's staff upon arrival; checking on events regularly; providing support to events as needed (i.e. clean up spills, empty trash, etc.); reporting problems or misuse of the Facility to Tenant's Community Center manager, and if necessary, contacting appropriate authorities; providing reasonable tear-down needs; cleaning up areas used; and closing and securing the Facility. If additional support is needed for set-up or tear-down, and Tenant's staff is unable to assist, then Landlord may provide additional Custodial Support at cost to Tenant.

(d) Additional Maintenance Responsibilities. Landlord covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of the federal, state, county, municipal and local governments, departments, commissions, agencies and boards regarding the collection, sorting, separation and recycling of trash for the School. Landlord shall sort and separate its trash into such categories as are provided by law. Each separately sorted category of trash shall be placed by Landlord in separate designated receptacles shared with Tenant.

(i) Trash and Recycling Service. Landlord shall be responsible for all trash collection, dumpster and recycling service for the Facility.

(ii) Snow Removal. Except as provided in Section 1.5(a), Landlord shall be responsible for the prompt removal of snow from the Parking Area and all walkways serving the Facility, as shown on Exhibit C, attached hereto. Notwithstanding the foregoing, Landlord shall be responsible for snow removal obligations for any portion of the Facility which is not specifically designated as Tenant's obligation under Section 1.5(a) above.

3.3 Management and Maintenance Coordination of the Joint Use Area. The Joint Use Area shall be managed cooperatively by both County and School Staff that administer the Facility, who shall jointly administer the respective educational and community programs, and make daily management decisions consistent with priority use of the Joint Use Areas as established in Section 1.6(c).

3.4 Standard of Maintenance. All maintenance and repairs in their respective areas by Landlord or Tenant shall be completed in accordance with standard management practices, and state and local building codes, including the Virginia Uniform Statewide Building Code and the Virginia Construction Code.

#### 4. RIGHT TO SUBLET, ASSIGN OR LICENSE

4.1 The Tenant shall not sublet or assign any rights under this Agreement to any third party, without Landlord's prior written consent, which such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, but subject to Section 6.3 below, Landlord's consent shall not be required for Tenant's use of third-party contractors to provide programming or management services at Tenant's direction in the Community Center Premises.

## 5. SERVICES AND UTILITIES

Landlord is responsible for directly contracting with and paying, in Landlord's own name and at Landlord's sole cost and expense, electrical, gas, and water/sewer utility providers for supplying the Facility, with electrical, gas and water/sewer service. Tenant shall be responsible to reimburse Landlord for (i) a proportionate share of the regular utility charges for the Facility (not including the Fields), which shall be based on the ratio of (x) the square footage of the Community Center Premises and 50% of the Joint Use Areas as the numerator and (y) the total square footage (excluding the Parking Area and Fields) of the Facility (which proportionate share, as of the date of this Lease, is eleven percent (11%)); and (ii) the entire amount of any special utility charges reasonably attributable to any special use of the Facility by the Tenant.

Landlord shall furnish heating and cooling to the Community Center Premises and Joint Use Areas during the appropriate seasons of the year, between the hours and on the days set forth in Section 1.5 (exclusive of legal public holidays recognized as work holidays by the Arlington County Government or of closure due to inclement weather as determined by an independent agreement between Arlington County and Arlington Public Schools.) During such time periods, the Landlord shall maintain an indoor air temperature within habitable limits as defined in School Board Policy and equal to the range of service it provides for Landlord use of the Premises. Landlord agrees that Tenant reimbursement for its proportional share of the utility expenses is sufficient to fund this level of service. Service requested outside of the hours agreed upon in Section 1.6 shall be reimbursed annually, at the rate Landlord pays for the service pro-rated by the area receiving the service.

Landlord shall incur capital expenses at its original cost and expense. Agreements to share such expenses as described in Section 3.2 of the Lease shall be reimbursed by the Tenant at the amount described therein on an annual basis.

## 6. MISCELLANEOUS PROVISIONS

6.1 Use Compliance. Tenant shall use and occupy the Community Center Premises and all Joint Use areas under Tenant's control for one or more of the purposes specified in Section 1.6 and shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, ordinances and regulations, including, but not limited to, the ADA (as defined herein), and smoking regulations. Landlord shall use and occupy the School and the remainder of the Facility for one or more of the purposes specified in Section 1.6 and shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, or ordinances and regulations, including but not limited to, the ADA, and smoking regulations. Any material variation or deviation from the

specific use expressly set forth in Section 1.6 beyond any applicable notice and cure period shall be deemed a default of this Lease.

6.2 Illegal and Prohibited Uses. Tenant shall not use or permit any part of the Facility which is under its exclusive control to be used for any unlawful or extra hazardous purpose and shall not manufacture anything therein. Landlord hereby acknowledges that Tenant's proposed use and occupancy of the Community Center Premises under this proposed Lease shall be considered to be in full compliance with the terms of this Section 6.3. Landlord shall not use or permit the Facility or any part thereof to be used for any unlawful or extra hazardous purpose and shall not manufacture anything therein. Tenant hereby acknowledges that Landlord's proposed use and occupancy of the School under this Lease shall be considered to be in full compliance with the terms of this Section 6.3.

6.3 Services Contracts. All services contracts will include language certifying that the contractor and the contractor's employees or sub-contractors who will be within the building in the presence of students during the performance of the contract (i) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether the individual(s) have been convicted of a crime of moral turpitude. The certification language will be included even if the contract does not, on its face, involve services with or to students. Contracts for goods need not include such language unless delivery personnel may come into contact with students.

6.3 Condition of Community Center Premises Upon Surrender. At all times during the Term, Tenant shall suffer no waste or injury to the Community Center Premises, and Tenant shall, at the expiration or other termination of the Term, surrender and deliver up the Community Center Premises and any Permitted Alterations thereto in good order and condition as delivered to Tenant on the Commencement Date, ordinary wear and tear and, subject to the provisions of Section 9, damage by casualty, excepted.

6.4 Tenant Property and Permitted Alterations. Except as otherwise provided by Section 3, maintenance and repair of Tenant's Property (as hereinafter defined) within or related to the Community Center Premises shall be the sole responsibility of Tenant.

6.5 Tenant's Right to Perform Landlord's Duties. In the event that repairs required to be made by Tenant pursuant to this Lease become necessary by reason of Landlord's failure to maintain the Community Center Premises in good order and condition and in compliance with all applicable laws, orders and regulations, and such failure constitutes a health and/or safety hazard, upon at least ten (10) days prior written notice (unless Tenant reasonably deems the condition to constitute an imminent health or safety hazard), Tenant may, but shall not be obligated to, make such repairs at Landlord's expense. Within thirty (30) days after Tenant renders a bill for the reasonable costs of said repairs, Landlord shall reimburse Tenant for such actual costs.

6.6 Signage. The posting of signs in Joint Use Areas, including outdoors signs, shall be agreed upon by the parties pursuant to Section 3.3 herein prior to installation of the signs.

Neither party shall cause its approval of signage to be unreasonably withheld, conditioned or delayed.

## 7. ALTERATIONS.

7.1 Alterations Permitted. Tenant may make any non-structural, non-System or cosmetic alterations, changes, replacements, repairs, additions or improvements in or to the Community Center Premises or any part thereof, including the installation of systems furniture, without the prior written consent of Landlord ("Permitted Alterations"). Tenant shall, however, provide Landlord with prior written notice of Tenant's plan to perform Permitted Alterations. Tenant may make any other alterations or changes to the Community Center Premises that are not Permitted Alterations ("Alterations") only with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7.2 Alteration Requirements. Tenant's Permitted Alterations or other Alterations if approved by Landlord ("Approved Alterations") may be performed by independent duly qualified, licensed and bonded contractors selected by Tenant or by the County's Facility Maintenance Bureau, at Tenant's discretion, in accordance with all applicable laws, codes, ordinances, rules and regulations, and Tenant shall obtain at its cost any required permits, licenses, registrations, notices, or inspections for performance of such Permitted Alterations or Approved Alterations. Notwithstanding any other term or condition hereof to the contrary, Tenant may perform Permitted Alterations or any Approved Alterations by hiring any contractor selected by Tenant to perform such Permitted Alterations pursuant to the applicable provisions of the Arlington County Purchasing Resolution, so long as such contractor is licensed and insured in the Commonwealth of Virginia.

Tenant shall require its employees, agents and contractors to meet the personnel standards required by the School Board, in effect at the time of retaining such employee, agent or contractor.

7.3 Compliance with Laws. Landlord and Tenant agree that, on the Commencement Date, the Community Center Premises, Joint Use Areas and the Facility are in compliance with the requirements of ADA and all other applicable laws, codes, ordinances and regulations as the respective parties understand them. As used in this Lease, "ADA" shall mean the Americans with Disabilities Act of 1991, 42 U.S.C. § 12.101 et seq., as amended, and all regulations applicable thereto promulgated as of the date hereof.

In the event that during the Term either Landlord or Tenant shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance (including but not limited to the ADA), to repair, alter, remove, reconstruct, or improve any part of the Community Center Premises or the Facility, then the Parties agree to comply with such requirements and each party shall permit the other party to perform such repairs, alterations, removals, reconstructions, or improvements. Notwithstanding the foregoing, Tenant's obligation for any such requirements shall be limited to such requirements which are applicable to the Community Center Premises and the agreed 50% share of the requirements applicable to the Joint Use Areas; and Landlord's obligation for any such requirement shall be limited to such requirements which are applicable to the remainder of the Facility, including 50% of Joint Use

Areas, the Field, the Playgrounds and the Parking Areas. Parties will work cooperatively with each other to comply with any such order.

The Parties hereto confirm the Facility is located on the Landlord's property and, as such, is subject to the special regulations and policies governing School Board owned property as described in state law governing all School Board owned property, as the same may be amended from time to time.

## 8. INSURANCE

### 8.1 General Insurance Terms and Conditions

a) Any insurance purchased to meet the requirements of this lease shall be issued by insurance companies licensed to do business in the Commonwealth of Virginia.

b) Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby mutually waive and release their respective rights of recovery against each other for any loss of its property capable of being insured against by broad form property insurance or any insurance policy providing property damage coverage, whether carried or not. Landlord and Tenant acknowledge that, as of the date of this Lease, both parties may have a deductible amount for their respective property insurance policies, and that such deductible amount is reasonable in light of the Landlord and Tenant's respective size, status, and market conditions applicable to the required insurance.

c) Business Interruption. Neither party, nor their employees, shall have any liability or responsibility for any loss, cost, damage or expense arising out of or due to any interruption of business (regardless of the cause therefore), increased or additional cost of operation of other costs or expenses, whether similar or dissimilar, which are capable of being insured against under business interruption insurance, whether or not carried by such party.

d) Self-Insurance. Notwithstanding anything to the contrary, in order to comply with the Insurance Section 8. or other provisions of this Lease requiring Landlord or Tenant to provide insurance coverage, the parties shall have the right to self-insure as to all or any portion of the insurance coverage or coverages which would otherwise have been required by a third party insurance carrier.

e) No material change shall be effected in the purchased insurance policies which may be required hereunder, including cancellation, non-renewal, reduction in coverage or other material change, without 30 days written notice by the policy holder to the other party. Tenant and Landlord shall each provide the other with a certificate of insurance for any insurance purchased to meet the requirements of this Lease within thirty (30) days after the date of this Lease and thereafter on an annual basis during the Term

f) Liability insurance provided by either party pursuant to this Lease shall have limits of not less than the combined single limit per occurrence of One Million and No/100 Dollars

(\$1,000,000.00) or the current limit carried by that party, whichever is greater, and a general aggregate limit of at least One Million and No/100 Dollars (\$1,000,000.00) per location.

g) Neither party shall do any act in or about the Facility and Community Center Premises which will tend to increase the insurance rates for the other party. Landlord hereby acknowledges that Tenant's use and occupancy of the Community Center Premises under Section 1.6 of this Lease will not increase the rate of fire or other insurance or conflict with any laws.

h) Each Party certifies the safety of its own operations and is responsible for maintaining a safety program appropriate in its discretion to its own operations. Neither party has an oversight role over the other and does not certify the operations of the other.

## 8.2 Tenant's Insurance

a) Property insurance. Tenant shall assume all risks to Tenant's Property in the Community Center Premises, and the Landlord, and their respective agents and employees shall not be liable for any damage to Tenant's Property. During the Term, Tenant at its cost shall maintain broad form property insurance on all Tenant's Property and all other contents of the Community Center Premises in an amount sufficient so that no coinsurance penalty will be applied in case of loss.

b) Liability insurance. During the Term, Tenant at its sole cost shall maintain commercial general liability insurance and shall further maintain comprehensive automobile liability insurance covering automobiles owned by Tenant. Landlord, its officers, elected and appointed officials, and employees are to be named as additional insureds under all purchased insurance policies required by this Lease, except for Worker's Compensation and automobile liability insurance.

## 8.3 Landlord's Insurance

a) Property insurance. The Landlord shall maintain during the Term of this Lease broad form property insurance covering the replacement value of the Facility and Community Center Premises, including all Permitted Alterations and Approved Alterations in no lesser types and amounts as it maintains for its other properties.

b) Liability insurance. The Landlord shall maintain a commercial general liability policy covering claims for bodily injury and property damage caused by the physical condition of the Facility and Community Center Premises or as a result of Landlord's operations. Tenant, its officers, elected and appointed officials, and employees are to be named as additional insureds under all purchased insurance policies required by this Lease, except Worker's Compensation, Professional Liability, and Automobile Liability.

## 9. FIRE OR CASUALTY DAMAGE

9.1 In the event of damage or destruction of the Community Center Premises or a portion thereof by fire or any other casualty, this Lease shall not be terminated, but the Community Center



Premises, including demising partitions and doors, shall be promptly and fully repaired and restored as the case may be by Landlord at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Restoration by Landlord shall not include replacement of Tenant's Property, but shall include Permitted Alterations and Approved Alterations, if any, performed by Tenant. Tenant shall, at its expense, repair, restore and replace Tenant's Property. Tenant shall maintain adequate insurance on all such replacements, restoration and property pursuant to Section 8.2. It is agreed that in any of the aforesaid events, this Lease shall continue in full force and effect. However, in the event of damage or destruction to the Premises sufficient to cause the Landlord to determine that the replacement of the Facility is an unreasonable action given the Landlord's need for the Facility or any similar facility at this location, this Lease shall be terminated and the Landlord shall not be responsible to restore the Community Center Premises.

## 9.2 Untenantability and Restoration Requirements.

a) In the event the Premises are substantially or totally destroyed by fire or other casualty so as to be entirely untenantable and Landlord's independent architect determines that the restoration of the Premises cannot be completed within three hundred sixty-five (365) days after the date of the fire or other casualty, then Landlord shall have the unconditional right to cancel this Lease in its sole discretion. If Landlord elects not to cancel this Lease, then Landlord's architect shall determine and notify Tenant in writing, within sixty (60) days following the fire or other casualty, of the date by which the Premises can be restored by Landlord in accordance with the provisions of Section 9.1. If the date determined by Landlord's independent architect for completion of restoration of the Premises is more than three hundred sixty-five (365) days after such fire or other casualty, then Tenant shall have the right, to be exercised by giving written notice to Landlord within ten (10) days following receipt of such notice from Landlord, to cancel and terminate this Lease. In the event the date by which Landlord's independent architect determines it can complete restoration of the Premises as herein provided is less than 365 days following such fire or other casualty, or Tenant fails to terminate this Lease as herein provided following notification from Landlord that completion of restoration will require more than 365 days, then this Lease shall remain in full force and effect and Landlord shall commence restoration of the Premises to the extent of Landlord's obligations as described in Section 9.1. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, for Landlord to reasonably be able to determine the time necessary for completion of the restoration and for other such delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Any delays as a result of the foregoing shall operate to postpone Landlord's obligation to complete restoration of the Premises by one day for each day of any such delay. Tenant shall commence any restoration to be performed by Tenant as required in Section 9.1 and Tenant shall reoccupy the Premises when restored.

(b) No compensation, or claim, will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from any fire or other casualty suffered by Tenant or the necessity of repairing or restoring the Premises or any portion of the Facility.

(c) Casualty Near Expiration of Term, Extension or Renewal. In addition to any other right of Landlord or Tenant to terminate this Lease pursuant to the provisions of this Section 9, in the event the Premises are damaged in whole or in material part by fire or other casualty during the last two (2) years of the Term or extension or renewal thereof, then Landlord or Tenant, upon ten (10) days prior written notice to the other given within sixty (60) days of the date of the fire or casualty, may terminate this Lease; provided, however, Tenant shall have no right to terminate this Lease hereunder if prior to receipt of Tenant's notice Landlord has commenced to repair or restore the Premises. Notwithstanding the foregoing, in the event of a termination of this Lease by Landlord as aforesaid as a result of damage to the Premises, Tenant shall endeavor to vacate the Premises pursuant to a reasonable schedule under all the relevant circumstances and any occupancy of undamaged portions of the Premises by Tenant after the effective date of termination shall be considered to be a consensual holdover under the terms of this Lease so long as Tenant continues to diligently endeavor to vacate such undamaged portions of the Premises.

## 10. TENANT DEFAULTS AND LANDLORD'S REMEDIES

10.1 Tenant Default. If any one or more of the following events occur, said event shall be deemed a "Default" of this Lease by Tenant:

(a) Tenant's failure to perform or observe any material term, material covenant or material condition of this Lease, and such failure continues for a period of thirty (30) days after Tenant's receipt of a written notice of default from Landlord or such longer period in the event that such default cannot be cured within such thirty (30) day period, so long as Tenant commences to cure the default within such thirty (30) day period and thereafter diligently pursues the cure of such default; and

(b) Any event expressly designated or deemed a default elsewhere in this Lease after the expiration of any applicable notice and cure period.

10.2 Tenant Remedies. In each and every such event set forth in Section 10.1 above, from the date of such Default and at all times thereafter, at the option of Landlord, Tenant's right of possession shall thereupon cease and terminate. With the exception of "self-help" and other non-judicial remedies, Landlord shall be entitled to all rights and remedies now or later allowed at law or in equity, all of which shall be cumulative to the extent that the exercise of any one or more rights or remedies shall not be deemed to constitute a waiver of the Landlord's right to exercise any one or more other rights and remedies herein provided or provided at law or in equity. Landlord shall be entitled to obtain possession of the Community Center Premises, whether or not Landlord elects to terminate this Lease, by any process of law, any notice to quit being hereby expressly waived by Tenant.

## 11. LANDLORD DEFAULTS AND TENANT'S REMEDIES

11.1 Landlord Default. If any one or more of the following events occur, said event shall be deemed a "Default" of this Lease by Landlord:

(a) Landlord failure to perform or observe any material term, material covenant or material condition of this Lease, and such failure continues for a period of thirty (30) days after Landlord's receipt of a written notice of default from Tenant or such longer period in the event that such default cannot be cured within such thirty (30) day period, so long as Landlord commences to cure the default within such thirty (30) day period and thereafter diligently pursues the cure of such default; and

(b) Any event expressly designated or deemed a default elsewhere in this Lease after the expiration of any applicable notice and cure period.

11.2 Landlord Remedies. In each and every such event set forth in Section 11.1 above, Tenant shall have all rights and remedies available under law or equity; provided, however, that for any default that requires the Landlord to make a capital improvement or expenditure in order to cure, the Tenant's sole and exclusive remedies shall be either to (i) terminate this Lease by providing written notice of termination to Landlord, or (ii) itself perform such capital improvement or pay such expenditure and, in such event, to set off the amount so paid or expended against any of Tenant's other financial obligations under this Lease.

## 12. QUIET ENJOYMENT

So long as Tenant shall observe and perform the material covenants and agreements binding on Tenant hereunder, Tenant shall at all times during the term herein granted, peacefully and quietly have and enjoy possession and use of the Community Center Premises and Joint Use Areas leased to it without any encumbrance or hindrance by, from or through Landlord, except as provided for elsewhere under this Lease. Nothing in this Section 12 shall prevent Landlord from performing alterations, improvements or repairs on other portions of the Facility not leased to Tenant, nor shall performance of alterations, improvements or repairs by Landlord be construed as a breach of this covenant by Landlord, so long as same do not interfere with Tenant's access to and use of the Community Center Premises.

## 13. AUTHORITY

Landlord and Tenant hereby covenant each for itself that it has the full right, power and authority to enter into this Lease upon the terms and conditions herein set forth and shall provide evidence of such authority pursuant to Section 28 hereof.

## 14. RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

14.1 Hazardous Substances. The term "Hazardous Substances", as used in this Lease, shall include, without limitation, (a) "hazardous wastes", as defined by the Resource Conservation and Recovery Act of 1976 as amended from time to time, (b) "hazardous substances", as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, (c) "toxic substances", as defined by the Toxic Substances Control Act, as amended from time to time, (d) "hazardous materials", as defined by the Hazardous Materials Transportation Act, as amended from time to time, (e) oil or other petroleum products, (f) any substance whose presence could be detrimental to the Facility, its occupants or visitors, or

the environment, (g) substances requiring special handling, (h) flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chlorofluorocarbons, chemicals known to cause cancer or reproductive toxicity, pollutants and contaminants, (i) any infectious and/or hazardous medical waste as the same may be determined from time to time, and (j) any other substances declared to be hazardous or toxic under Environmental Laws (hereinafter defined) now or hereafter enacted or promulgated by any Authorities (hereinafter defined).

14.2 Tenant's Restrictions. Tenant shall not cause:

(a) Violations. Any violation of any federal, state and local laws, ordinances, regulations, directives, orders, notices and requirements applicable to Tenant now or hereafter enacted or promulgated regulating the use, generation, storage, handling, transportation, or disposal of Hazardous Substances ("Environmental Laws"), now or hereafter enacted, related to environmental conditions on, under, or about the Community Center Premises and/or the Facility, arising from Tenant's use or occupancy of the Community Center Premises, Tenant's Property, including, but not limited to, soil and ground water conditions; and/or

(b) Use. The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Community Center Premises, the and/or the Facility, other than those cleaning solvents, pesticides, lubricants and the like in amounts typically used in multipurpose use community facilities, and then only as permitted under applicable Environmental Laws, or the transportation to or from the Community Center Premises of any Hazardous Substances, without the prior written consent of Landlord, such consent to be granted or withheld in Landlord's sole and absolute discretion, and, if granted, Tenant's activities shall be in strict compliance with all Environmental Laws.

14.3 Affirmative Obligations.

(a) Compliance with Environmental Laws. Tenant shall, at Tenant's own expense, comply with all Environmental Laws applicable to Tenant and to Tenant's use of the Community Center Premises. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all federal, state and local governmental and regulatory authorities (singularly, an "Authority" or collectively, the "Authorities") under the Environmental Laws. Tenant shall promptly provide Landlord with a copy of all such submissions and information requests. Notwithstanding any other term or condition hereof, Landlord recognizes and acknowledges that Tenant or its agents may use and store within the Facility reasonable quantities of customary office and cleaning supplies; provided such items are stored, use and disposed of in accordance with Environmental Laws.

(b) Clean-Up Plans. Should any Authority demand that a removal or clean-up plan be prepared and that a removal or clean-up be undertaken because of any deposit, spill, discharge, release, misuse, prohibition on continued use, act or failure to act with respect to any Hazardous Substances arising out of Tenant's actions during its occupancy of the Community Center Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Tenant shall carry out all such removal and clean-up plans within the time limits set by such Authority. Tenant shall promptly provide

Landlord with copies of notices received from any Authority, and of all removal and clean-up plans, bonds, and related matters.

(c) Information Requests. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances by Tenant that is required hereunder or is reasonably requested by Landlord. Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems reasonably necessary or appropriate to determine the applicability of the Laws to the Community Center Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's reasonable request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Laws shall constitute a waiver of any of Tenant's obligations under this Section 14.

14.4 Survival of Obligations. Tenant's obligations and liabilities under this Section 14 shall survive the expiration or earlier termination of this Lease.

14.5 Landlord's Representation. Landlord represents and warrants that to the best of its knowledge and belief, Landlord has not received any notice regarding the presence of Hazardous Materials on, in or under the Community Center Premises or the Facility. Landlord covenants not to bring onto the Community Center Premises or the Facility, any Hazardous Materials, other than those cleaning solvents, pesticides, lubricants and the like in amounts typically used in multipurpose use community facilities, and then only as permitted under applicable Environmental Laws. Landlord shall, at Landlord's own expense, comply with all Environmental Laws applicable to Landlord and to Landlord's use of the Facility. Landlord shall, at Landlord's own expense, comply with all requirements of the Authorities under the Environmental Laws. Should any Authority demand that a removal or clean-up plan be prepared and that a removal or clean-up be undertaken because of any deposit, spill discharge, release, misuse, prohibition on continued use, act or failure to act with respect to any Hazardous Substances arising out of Landlord's use or occupancy of the Facility, then Landlord shall, at Landlord's own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Landlord shall carry out all such removal and clean-up plans within the time limits set by any Authority. Landlord shall promptly provide Tenant with copies of notices received from any Authority or third party, and all removal and clean-up plans, bonds and related matters. Landlord's covenants shall survive the expiration or earlier termination of the Lease.

## 15. DEFINITIONS

15.1 Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions. The Parties herein for convenience have been referred to in the neuter form.

15.2 Term. Wherever the phrase "Term" is used in this Lease, it shall refer to the Term described in Section 1.2(a) and 1.3(a) and any extensions and renewals thereof, unless the context clearly requires otherwise.

15.3 Tenant's Property. Wherever the phrase “Tenant's Property” is used in this Lease, it shall refer to the personal property owned by Tenant and located within the Community Center Premises, unless the context clearly requires otherwise.

## 16. SPECIAL PROVISIONS; EXHIBITS

16.1 Incorporation in Lease. It is agreed and understood that the Recitals and all special provisions and Exhibits referred to in Section 1.8, and attached hereto, form an integral part of this Lease and are hereby incorporated by reference.

16.2 Conflicts. If there is a conflict between a specific provision hereto and the Exhibits or General Provisions of this Lease, the specific provision shall govern. If there is a conflict between the Exhibits and the General Provisions, the Exhibits shall govern. If there is a conflict between the provisions contained in this Lease, and the general policies and procedures contained in APS Policy Implementation Procedures or any memoranda of understanding or memoranda of agreement between the parties, as amended from time to time, then the provisions of this Lease shall prevail over the general policies and procedures.

## 17. CAPTIONS

All section and paragraph captions herein are for the convenience of the Parties only, and neither limit nor amplify the provisions of this Lease.

## 18. BINDING EFFECT OF LEASE; EFFECTIVE DATE

This Lease shall become effective and binding only upon execution and delivery by both Parties, and shall be enforceable in accordance with its terms from and after the date this Lease is fully executed and delivered by the Parties.

## 19. FORCE MAJEURE

If Landlord or Tenant is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, labor dispute, inability to procure materials or any cause beyond Landlord's or Tenant's reasonable control (whether similar or dissimilar to the foregoing named events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay or prevention.

## 20. INTENTIONALLY DELETED.

## 21. INTENTIONALLY DELETED.

## 22. RELATIONSHIP OF THE PARTIES

Nothing in this Lease shall be interpreted or construed as creating any partnership, joint venture, agency or any other relationship between the Parties, other than that of Landlord and Tenant.

## 23. APPROPRIATION OF FUNDS

Notwithstanding any other term or condition of this Lease, all of Landlord's and Tenant's respective obligations under this Lease are subject to appropriation of funds by the County Board of Arlington County, Virginia and by the Arlington School Board for the specific purpose of satisfying the payment and performance of such obligations. In the event that funds are not appropriated at the beginning of any party's fiscal year for the specific purpose of satisfying the obligations under this Lease, then this Lease shall become null and void and shall terminate on the last day of the fiscal year for which appropriations were received for such purpose, without any termination fee or other liability whatsoever to either party. If funds for either party's obligations under this Lease are not appropriated, then the Tenant shall vacate the Community Center Premises prior to the beginning of the Tenant's next fiscal year.

It is agreed by both of the Parties that, notwithstanding any provision in this Lease to the contrary, this clause shall supersede any and all obligations imposed by any other provision of this Lease or the Exhibits or any Addenda hereto. No subsequent Amendment of, or Addendum to, this Lease shall compromise the full legal implication of this Section between the Parties hereto.

## 24. ROLE OF THE TENANT/TENANT DECISIONS; NO WAIVER

Landlord hereby acknowledges that Tenant has entered into this Lease in its role as tenant under the Lease and not as a governing authority. Accordingly, the Tenant's execution of this Lease shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, including without limitation, for the occupancy of the Community Center Premises, or for any other governmental approval or consent required to be obtained by Landlord. Whenever in this Lease, Tenant is required to join in, consent, give its approval, or otherwise act under this Lease, it is understood that such obligations are meant to apply to the Tenant acting in its capacity as a tenant and not in its capacity as a governing authority. Further, Landlord hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by Tenant pursuant to this Lease, whether or not specifically contemplated hereunder, may be taken by the County Manager or his designee or body pursuant to any means, mechanism or process as determined by Arlington County in its sole discretion, and Landlord shall have no right to question or challenge the propriety, authority or legality of any such Arlington County official or body, or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder by Tenant. Notwithstanding the foregoing, nothing in this Lease shall be construed to waive any of Tenant's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Facility or Community Center Premises, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or other fees, or any other power, right or obligation whatsoever.

25. NO WAIVER OF SOVEREIGN IMMUNITY BY TENANT OR LANDLORD

Notwithstanding any other provision of this Lease to the contrary, nothing in this Lease nor any action taken by Landlord or Tenant pursuant to this Lease nor any document which arise out of this Lease shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of Landlord, Tenant, or of either party's elected and appointed officials, officers and employees.

26. NO RIGHTS IN THIRD PARTIES

Landlord and Tenant mutually agree that no provision of this Lease shall create in the public, or in any person or entity other than those signing this Lease as Parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Lease or otherwise.

27. NO INDEMNIFICATION OR HOLD HARMLESS

Notwithstanding any other term or provision of this Lease to the contrary, Tenant shall have no obligation to explicitly or implicitly indemnify or hold harmless the Landlord or any third party or parties from any liability whatsoever. Notwithstanding any other term or provision of this Lease to the contrary, Landlord shall have no obligation to explicitly or implicitly indemnify or hold harmless the Tenant or any third party or parties from any liability whatsoever.

28. APPROVAL OF LEASE BY THE PARTIES

28.1 Approval by Landlord.

This Lease shall not become effective unless and until the Arlington County School Board ("School Board") approves this Lease. Such approval by the School Board shall be evidenced by the execution of this Lease by the Chair of the Arlington County School Board, a duly authorized member thereof or other person designated by the School Board. Upon the execution and delivery by Landlord of a Lease that is acceptable to the School Superintendent, the School Superintendent shall use reasonable efforts to promptly obtain the approval of the School Board to the Lease consistent with the School Board process for the review and submission of documents to the School Board for consideration. If this Lease is not approved by the School Board, then no liability whatsoever shall accrue to the Landlord or Tenant, and the Parties shall have no obligations whatsoever to each other.

28.2 Approval by Tenant.

This Lease shall not become effective unless and until the County Board approves this Lease. Such approval by the County Board shall be evidenced by the execution of this Lease by the County Manager or other person designated by the County Board. Upon the execution and delivery by Landlord of a Lease that is acceptable to the County Manager, the County Manager shall use reasonable efforts to promptly obtain the approval of the County Board to the Lease



consistent with the County process for the review and submission of documents to the County Board for consideration. If this Lease is not approved by the County Board, then no liability whatsoever shall accrue to the Landlord or Tenant, and the Parties shall have no obligations whatsoever to each other.

29. INTENTIONALLY DELETED.

30. ENTIRE AGREEMENT; MODIFICATION

This Lease and all Exhibits incorporated herein by reference are intended by the Parties as a final expression of their agreement and a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties or their officers, partners, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease, the Exhibits and the Specific Provisions. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the Parties, their agents or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease, the Exhibits and the Specific Provisions. Tenant hereby acknowledges that Landlord and Landlord's employees made no representations, warranties, understandings or agreements pertaining to the condition of the Facility or the Community Center Premises, or otherwise, which have induced Tenant to execute, or have been relied upon by Tenant in the execution of this Lease, other than those specifically set forth herein. This Lease can be modified only by a writing signed by both Parties hereto that specifically references this Lease. The Lease and Exhibits may not be amended, modified, changed or terminated in whole or in part, in any manner other than by an agreement in writing approved by The County Board of Arlington County, Virginia and by the Arlington County School Board, and duly signed by all properly authorized individuals of the Parties to this Lease. The language of this Lease shall in all cases be construed as a whole and according to its fair meaning, and not strictly for or against either Landlord or Tenant. The interpretation or construction of this Lease shall be unaffected by any argument or claim, whether or not justified, that this Lease has been prepared, wholly or in substantial part, by or on behalf of Landlord or Tenant. Any consent or approval required or desired of Landlord, or any decision under this Lease committed to the discretion of Landlord hereunder, shall not be unreasonably withheld, delayed, conditioned or exercised by Landlord unless the provision of this Lease requiring such consent or approval, or decision under this Lease committed to the discretion of Landlord, expressly states otherwise. In the event of a conflict between the terms of this Lease, as it may be amended, and the terms of the Joint Use Memorandum of Understanding, Charles R. Drew Model School and Community Center between the Parties, as same may be amended, the provisions of this Lease, as it may be amended, shall control.

31. GOVERNING LAW; PROPER FORUM; SEVERABILITY

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereto agree that all disputes arising hereunder shall be brought in the Circuit Court of Arlington County, Virginia, which shall be the proper forum for any dispute arising hereunder, and in no other courts. The unenforceability, invalidity, or illegality

of any provision herein shall not render any other provision herein unenforceable, invalid, or illegal.

### 32. RECORDATION

Landlord and Tenant hereby agree, within twenty (20) days after written request from the other Party, to execute and deliver a reasonable and customary memorandum or notice of this Lease for recordation in the real estate records of Arlington County, Virginia. All fees, costs, taxes and expenses in connection with the filing and recording of any memorandum hereof shall be the sole obligation of the requesting party.

IN WITNESS WHEREOF, Landlord has caused this Lease to be signed pursuant to the provisions of Section 28.1 hereof, and Tenant has caused this Lease to be signed pursuant to the provisions of Section 28.2 hereof.

**WITNESS:**

**LANDLORD:**

**ARLINGTON COUNTY SCHOOL BOARD**, a body  
corporate and politic

\_\_\_\_\_  
Name:

By: \_\_\_\_\_(SEAL)  
Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESS:**

**TENANT:**

**THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**, a body corporate and politic

\_\_\_\_\_  
Name:

By: \_\_\_\_\_(SEAL)  
Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

# EXHIBIT A

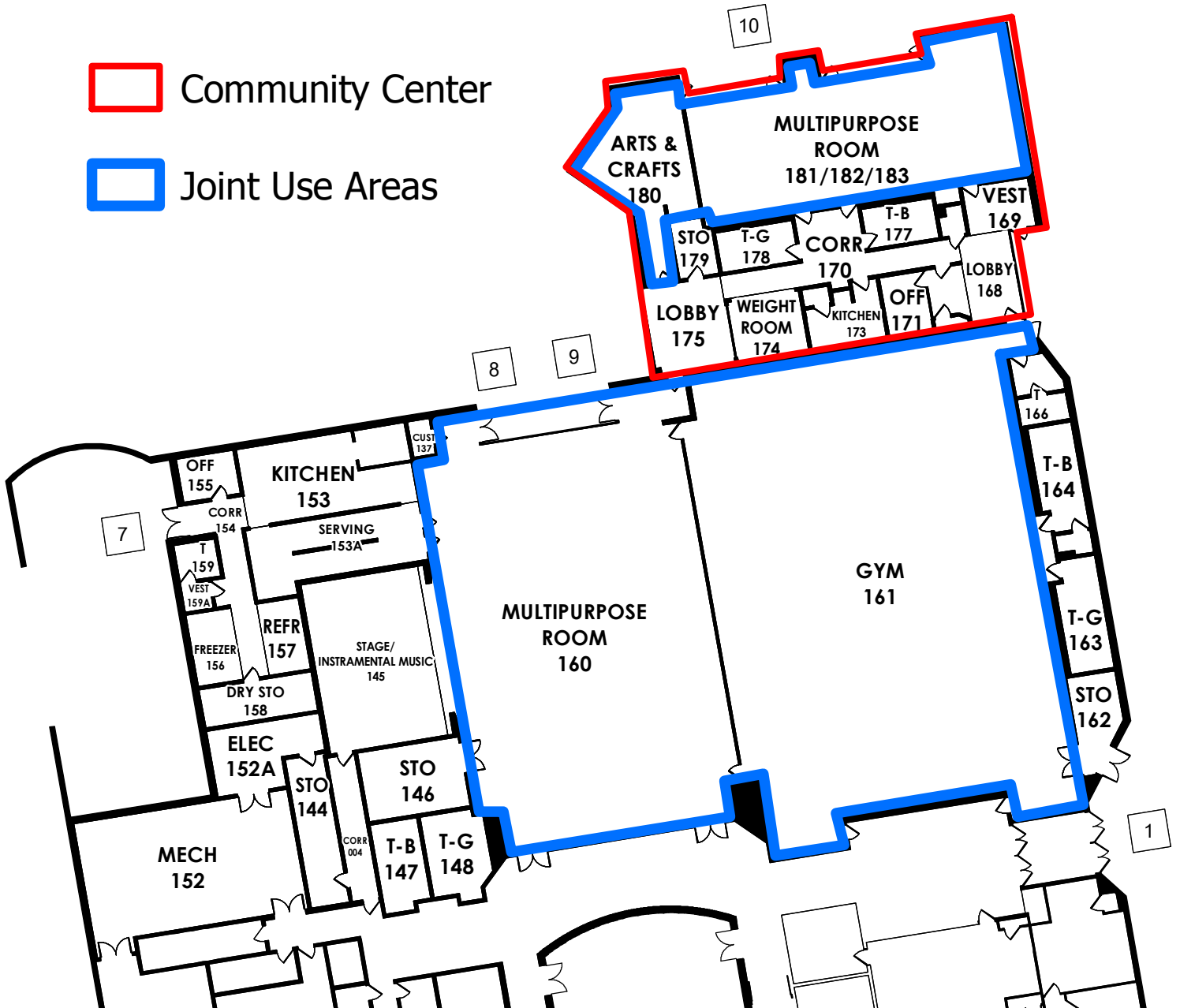
## Drew Elementary School

3500 South 23rd Street

First Floor SY2017-18

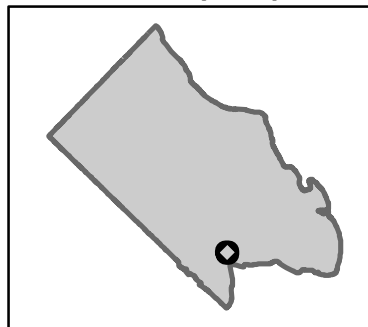
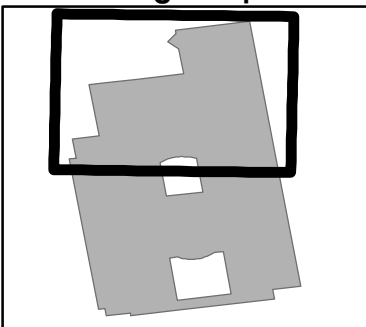
 Community Center

 Joint Use Areas



Building Footprint

Vicinity Map



Feet

0 15 30



Arlington  
Public  
Schools

Disclaimer: This document is provided for information and discussion only. The information contained herein is subject to change.

## EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this "**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **ARLINGTON COUNTY SCHOOL BOARD**, a body corporate and politic ("**School Board**") and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**") (jointly, the "**Parties**").

### RECITALS:

- R-1. Charles R. Drew Model School and Community Center (known respectively as the "**School**" and the "**Community Center**", and jointly as the "**Facility**") was constructed by Arlington Public Schools and Arlington County in 2002 as a shared use facility for the purpose of fulfilling the educational needs of Arlington students of all ages and serving the recreational needs of the community;
- R-2. The Facility is located at 3500 23<sup>rd</sup> Street South, Arlington, Virginia, 22206, a portion of which is located on RPC #31026011, a parcel owned in fee simple by the School Board, by instruments recorded in Deed Book 665 at Page 61, Deed Book 1450 at Page 568, Deed Book 1462 at Page 364, Deed Book 1053 at Page 168, Deed Book 1008 at Page 205, Deed Book 1031 at Page 24, Deed Book 1443 at Page 267, Deed Book 1053 at Page 208, Deed Book 1053 at Page 205, Deed Book 1062 at Page 145, Deed Book 1457 at Page 222, Deed Book 1455 at Page 375, Deed Book 1462 at Page 370, Deed Book 1462 at Page 367, Deed Book 1463 at Page 297, Deed Book 1457 at Page 618, Deed Book 1473 at Page 118, Deed Book 661 at Page 138, Deed Book 1450 at Page 568, Deed Book 1443 at Page 283, Deed Book 1458 at Page 76 and Deed Book 1594 at Page 301 among the land records of Arlington County, Virginia ("**School Property**"), and a portion of which is located on RPC #31021002, a parcel owned in fee simple by the County, by deeds recorded in Deed Book 1353 at Page 303, Deed Book 1368 at Page 599, Deed Book 1368 at Page 599, and Deed Book 1697 at Page 591, and a parcel located on RPC# 31020006, known as Lots Thirty-Two (32), Thirty Three (33) and Thirty-Four (34), in Block lettered "H", of the subdivision called "Town of Nauck", as shown on the plat of said subdivision recorded in Deed Book B-4, at Page 440, among the Land Records owned in fee simple by the County, by deeds recorded in Deed Book 1356 at Page 367 and Deed Book 1572 at Page 5, among the land records of Arlington County, Virginia ("**County Property**"). The School Property and the County Property are sometimes jointly herein referred to as the "**Properties**".
- R-3. On July 30, 2008, the Parties entered into a License Agreement ("**License Agreement**") granting to the County the temporary right and license from the School Board to use, upon certain terms, 68,625 square feet of the School Property, more or less, for immediate construction of a new park for the community ("**Drew Park**"), together with the non-exclusive use, on a first come, first served basis, of the parking area for the parking of motor vehicles, until the terms of an agreement to exchange properties and a lease for a portion of the Facility could be finalized by the Parties;

- R-4. In order to better align the ownership of the Properties with their current and expected future uses, the Parties desire to enter into this Agreement to exchange portions of the Properties, setting forth the terms and conditions upon which the County will convey its fee simple interest in a portion of the County Property to the School Board, and the School Board will convey its fee simple interest in a portion of the School Property to the County;
- R-5. In partial consideration of the exchange of portions of the Properties, the School Board, as Landlord, has agreed to enter into a lease ("**Lease**") with the County, as Tenant, for certain areas of the Facility, as particularly described in the Lease, together with a non-exclusive license to use certain shared use areas and the non-exclusive use, on a first come, first served basis, of the Facility's parking area (the "**Parking Area**") for the parking of motor vehicles, in order to memorialize the rights and obligations of the Parties with regard to the continued joint use of the Facility and maximize the use of the Facility as a community asset; and
- R-6. The Parties desire to correct certain street dedications on portions of S. 23<sup>rd</sup> Street and S. Lowell Street surrounding the School Property by the School Board, dedicating to the County certain areas of the School Property for street and sidewalk purposes, and to dedicate easements for public storm sewer and public water line easements to provide for maintenance of existing public facilities, all as more particularly described in the Deed of Resubdivision and Conveyance; and
- R-7. In addition, the County desires to convey certain properties to the School Board identified as Lots 32, 33 and 34 (RPC# 31020006), Block H, Nauck, recorded in Deed Book B-4 at Page 440, and Lots 41, 42 and 43, Block H, Nauck recorded in Deed Book 1353 at Page 303, Deed Book 1368 at Page 599 and Deed Book 1697 at Page 591 (collectively, "Additional Property").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the School Board and the County, and of other good and valuable consideration hereinafter set forth, the Parties hereto, intending to be legally bound, agree as follows:

1. Incorporation. The Recitals set forth herein are hereby incorporated by this reference to be a part of this Agreement.

2. The Property to be Exchanged.

(a) County Exchange Property. The fee simple ownership interest in the following described portion of the County Property and Additional County Property will be conveyed by the County to the School Board, with a reservation by the County for utility easements for all existing water, sewer and storm drainage lines, in accordance with the provisions of this Agreement:

A portion of that certain parcel of land, situated, lying and being in Arlington County, Virginia designated as RPC #31021002, and more particularly depicted as "Parcel C-1" and Lots 32, 33, 34, 41, 42 and 43, Block H, Nauck on the plat attached as **Exhibit A** to this Agreement and incorporated herein by reference ("**County Exchange Property**").

(b) School Exchange Property. The fee simple ownership interest in the following described portions of the School Property will be conveyed to the County in accordance with the provisions of this Agreement:

A portion of that certain parcel of land situated, lying and being in Arlington County, Virginia designated as RPC #31026011, and more particularly depicted as "Parcel B-1" on the plat attached as **Exhibit A** to this Agreement and incorporated herein by reference ("**School Exchange Property**").

3. Resubdivision and Dedication of County Property and School Property. Subject to the other provisions of this Agreement, and in order to effect the exchange of properties and the dedications described in subparagraph 3(b) below, the County and the School Board hereby agree that, at Closing (defined in Paragraph 7 below) hereunder, the County and the School Board each shall execute a Deed of Resubdivision, Vacation, Rededication and Conveyance, Dedication for Public Street and Utilities Purposes and Dedication of PUBli Storm Sewer Easement and Public Water Line Easement ("Deed of Resubdivision and Dedication") substantially in the form attached hereto and incorporated herein by reference designated as **Exhibit B** to resubdivide and dedicate portions of the County Property and the School Property as follows:

(a) RPC #31021002 into "Parcel C-1", as more particularly described and depicted on the plat attached as **Exhibit A**; and

(b) RPC #31026011 into "Parcel A-1"; "Parcel B-1"; a portion to be dedicated for S. 23<sup>rd</sup> Street; and a portion to be dedicated for S. Lowell Street, all as more particularly described and depicted in **Exhibit A**. The portions of RPC #31026011 to be dedicated for S. 23<sup>rd</sup> Street and S. Lowell Street and areas designated for public storm sewer easement and public water line easement described above are sometimes jointly referred to hereinafter as the "**Dedication Property**".

4. Exchange of Properties and Additional Consideration. In accordance with the terms of this Agreement:

(a) The County agrees to convey its fee simple ownership interest in the County Exchange Property to the School Board;

(b) The School Board agrees to convey its fee simple ownership interest in the School Exchange Property to the County;

(c) The School Board agrees to lease to the County certain areas of the Facility, together with a non-exclusive license to use certain shared use areas and non-exclusive use, on a first come, first served basis, of the parking area for the parking of motor vehicles, all subject to terms and conditions of the Lease, a copy of which is attached hereto as **Exhibit C**;

(d) The School Board agrees to dedicate to the County the Dedication Property, as described in subparagraph 3(b) above;

(e) The School Board agrees to convey utility easements to the County for all existing water, sanitary sewer and storm drainage lines on School Property, as shown on Exhibit A attached hereto, for the purposes of operation, maintenance, repair and replacement of such utilities.

5. Title – County Exchange Property.

(a) The School Board has obtained a title commitment from a title insurance company selected by the School Board, Commitment No. **A1800216-TD**, issued by Walker Title Insurance Company (the "**School Board's Title Company**"), with an effective date of February 1, 2018, committing such company to issue an ALTA title policy insuring the County Property in accordance with the terms and conditions of such commitment (the "**County Exchange Property Title Commitment**"). A true and accurate copy of the County Exchange Property Title Commitment is attached to this Agreement as **Exhibit D**. The School Board has delivered to the County a copy of the County Exchange Property Title Commitment.

(b) At Closing, title to the County Exchange Property shall be marketable, good of record and in fact, free and clear of deeds of trust, monetary judgments, liens, indebtedness or encumbrances, and insurable by the School Board's Title Company and shall be conveyed to the School Board by special warranty substantially in the form attached hereto and made a part hereof as **Exhibit B**. Notwithstanding the foregoing, the School Board shall accept title to the County Exchange Property subject to the following:

(i) Execution and delivery of such funds, agreements, affidavits, and documents as may be necessary to satisfy the requirements applicable to the County in Schedule B-1, Section 1 of the County Exchange Property Title Commitment and the removal of the Standard Exceptions of Schedule B, Section 2 of the County Exchange Property Title Commitment.

(ii) The County Exchange Property Permitted Exceptions. The phrase "**County Exchange Property Permitted Exceptions**" shall mean: (1) the lien of real estate taxes not yet due and payable; (2) all matters described in the County Exchange Property Title Commitment or of record as of the effective date of such Title Commitment (excluding: the requirements set forth in Schedule B, Section 1 of the County Exchange Property Title Commitment; mortgages, deeds of trust or other monetary liens encumbering the County Exchange Property; and the Standard Exceptions set forth in Schedule B, Section 1 of the County Exchange Property Title Commitment); (3) all matters that would be shown by an accurate survey or an inspection of the County Exchange Property, including, but not limited to, easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (4) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the County Exchange Property; (5) any matters agreed to in writing between the School Board and County prior to Closing; (6) any title exception created directly or indirectly by any act or omission of the School Board or its representatives, agents, employees or invitees; and (7) the Lease.

(c) The County shall, at its sole expense, remove any title exceptions as to the title of the County Exchange Property other than County Exchange Property Permitted Exceptions as the same appear after February 1, 2018, which is the effective date of the County Exchange Property Title Commitment. So long as the County is actively pursuing the removal of such title exceptions in good faith, the Closing Date shall be extended until such title exceptions are corrected, at the sole option of County. If, at any time, the School Board concludes that such title exceptions cannot be removed, or are not being removed in a timely and satisfactory fashion, then the School Board may, by written notice the

County, declare this Agreement void. Thereafter, neither party will have further rights, responsibilities, or liabilities whatsoever hereunder or to each other.

(d) From and after the Effective Date of this Agreement, County shall not, either by commission or omission, grant, cause or permit any easements or covenants on, or otherwise encumber the County Exchange Property, without the prior written consent of the School Board.

6. Title – School Exchange Property and Dedication Property.

(a) The County has obtained a title commitment from a title insurance company selected by the County, Title Commitment No. **A1800217-TD**, issued by First American Title Insurance Company (the "**County's Title Company**"), with an effective date of February 1, 2018 at 8:00 a.m., committing such company to issue an ALTA title policy insuring the School Exchange Property and the Dedication Property in accordance with the terms and conditions of such commitment (the "**School Exchange Property Title Commitment**"). A true and accurate copy of the School Exchange Property Title Commitment is attached to this Agreement as **Exhibit E**. The County has delivered to the School Board a copy of the School Exchange Property Title Commitment.

(b) At Closing, title to the School Exchange Property and the Dedication Property shall be marketable, good of record and in fact, free and clear of deeds of trust, monetary judgments, liens, indebtedness or encumbrances, and insurable by the County's Title Company and shall be conveyed to the County by special warranty substantially in the form of the Deed of Resubdivision and Dedication attached hereto and made a part hereof as **Exhibit B**. The Dedication Property shall be dedicated by the School Board to the County by Deed of Resubdivision and Dedication. Notwithstanding the foregoing, the County shall accept title to the School Exchange Property and the Dedication Property subject to the following:

(i) Execution and delivery of such funds, agreements, affidavits, and documents as may be necessary to satisfy the requirements applicable to the School Board in Schedule B, Section 1 of the School Exchange Property Title Commitment and the removal of Exceptions 1 through 4 of Schedule B, Section 2 of the School Exchange Property Title Commitment.

(ii) The School Exchange Property Permitted Exceptions. The phrase "**School Exchange Property Permitted Exceptions**" shall mean (1) the lien of real estate taxes not yet due and payable; (2) all matters described in the School Exchange Property Title Commitment or of record as of the effective date of such Title Commitment (excluding: the requirements set forth in Schedule B, Section 1 of the School Exchange Property Title Commitment; mortgage, deeds of trust or other monetary liens encumbering the School Exchange Property and the Exceptions 1 through 4 set forth in Schedule B, Section 2 of the School Exchange Property Title Commitment); (3) all matters that would be shown by an accurate survey or an inspection of the School Exchange Property and the Dedication Property, including, but not limited to, easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (4) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the School Exchange Property and the Dedication Property; (5) any matters agreed to in writing between the School Board and County prior to Closing;



and (6) any title exception created directly or indirectly by any act or omission of the County or its representatives, agents, employees or invitees.

(c) The School Board shall, at its sole expense, remove any title exceptions as to the title of the School Exchange Property and the Dedication Property other than School Exchange Property Permitted Exceptions as the same appear after February 1, 2018 at 8:00 a.m., which is the effective date of the School Exchange Property Title Commitment. So long as the School Board is actively pursuing the removal of such title exceptions in good faith, the Closing Date shall be extended until such title exceptions are corrected, at the sole option of County. If, at any time, the County concludes that such title exceptions cannot be removed, or are not being removed in a timely and satisfactory fashion, then the County may, by written notice to the School Board, declare this Agreement void. Thereafter, neither party will have further rights, responsibilities, or liabilities whatsoever hereunder or to each other.

(d) From and after the Effective Date of this Agreement, the School Board shall not, either by commission or omission, grant, cause or permit any easements or covenants on, or otherwise encumber the School Exchange Property or the Dedication Property nor enter into any lease of any portion of the School Property to be leased under the Lease, without the prior written consent of County.

7. Closing. Closing (the "**Closing**") shall occur at the offices of the Walker Title & Escrow Company, Inc. ("**Walker Title**" or "**Settlement Agent**"). Closing shall occur on a date mutually selected by the Parties, which date shall in no event be later than sixty (60) days following the date that this Exchange Agreement has been approved by both the School Board and the County and executed and delivered by and between the Parties (the "**Date of Closing**" or "**Closing Date**"), unless such Closing Date is extended by the Parties, in which event the Real Estate Bureau Chief is authorized to extend the Closing Date on behalf of the County. Notwithstanding the foregoing, in no event shall Closing take place more than 365 days following the date that the Exchange Agreement has been finally approved by the School Board and the County and executed and delivered by and between the Parties, unless agreed by the Parties by written amendment of this Agreement.

8. Conditions Precedent to Obligations of the School Board. The obligation of the School Board to proceed to Closing on the County Exchange Property in accordance with this Agreement shall be subject to the following conditions (all or any of which may be waived, in whole or in part, by the School Board):

(a) A notice shall be delivered to the County that the School Board has executed this Agreement and such notice shall be delivered to the County accompanied by fully executed duplicate originals of this Agreement for presentation to the County.

(b) Title to the County Exchange Property shall be as required by Paragraph 5 of this Agreement.

(c) The County is the fee simple owner of the County Exchange Property.

(e) The County shall have performed and complied with all of the covenants and conditions required by this Agreement to be performed or complied with at, or prior to, Closing.

9. Conditions Precedent to Obligation of County. The obligation of County to proceed to Closing on the School Exchange Property and the Dedication Property in accordance with this Agreement shall be subject to the following conditions (all or any of which may be waived by County):

(a) A notice shall be delivered to the School Board that County has executed this Agreement and such notice shall be accompanied by a fully executed copy of this Agreement.

(b) Title to the School Exchange Property and the Dedication Property shall be as required by Paragraph 6 of this Agreement.

(c) The School Board is the fee simple owner of the School Exchange Property and the Dedication Property.

(e) The School Board shall have performed and complied with all of the covenants and conditions required by this Agreement to be performed or complied with at, or prior to, Closing.

10. Closing Costs – Conveyance of County Exchange Property to the School Board. With respect to the County Exchange Property, examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and the School Board's attorney's fees are to be the cost of the School Board. The County shall pay for its own attorney's fees and costs, for preparation of the deed for the County Exchange Property, the Virginia grantor tax on the County Exchange Property, if such tax is applicable to this transaction, a reasonable settlement fee, the release of any liens or encumbrances against the County Exchange Property, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters relating to the County Exchange Property. Water, sewer, utility and all other charges are to be pro-rated as of the Closing Date.

11. Closing Costs – Conveyance of School Exchange Property to County and Dedication of the Dedication Property to the County. With respect to the School Exchange Property and the Dedication Property, examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and the County's attorney's fees are to be the cost of the County. The School Board shall pay for its own attorney's fees and costs, for preparation of the deed for the School Exchange Property, the Virginia grantor tax on the School Exchange Property, if such tax is applicable to this transaction, a reasonable settlement fee, the release of any liens or encumbrances against the School Exchange Property and the Dedication Property, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters relating to the School Exchange Property and the Dedication Property. Water, sewer, utility and all other charges are to be pro-rated as of the Closing Date.

12. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when (i) hand-delivered by personal delivery; or (ii) upon receipt from Federal Express or other delivery service; or (iii) when received by registered or certified mail (return receipt requested, first-class postage prepaid), in either case addressed to the parties as follows:

If to County:

The County Board of Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 300

Arlington, Virginia 22201

with a required copy to: County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201

with a required copy to: Real Estate Bureau Chief  
Department of Environmental Services  
2100 Clarendon Blvd, Suite 800  
Arlington, Virginia 22201

with a required copy to: Director,  
Department of Parks and Recreation  
2100 Clarendon Boulevard, Suite 414  
Arlington, Virginia 22201

with required copy to: Park Development Div. Chief  
Department of Parks and Recreation  
2100 Clarendon Boulevard, Suite 414  
Arlington, Virginia 22201

If to School Board: Superintendent  
Arlington County Public Schools  
2100 Washington Boulevard  
Arlington, VA 22204

with required copy to: Assistant Superintendent for Facilities and Operations  
Arlington County School Board  
2770 S. Taylor Street  
Arlington, Virginia 22206

with a copy to: Arlington Public Schools  
Assistant Superintendent for Finance  
2100 Washington Boulevard  
Arlington, Virginia 22204

or in each case to such other address as either Party may from time to time designate.

13. Damage, Condemnation or Distribution of Property Pending Closing. The risk of loss with respect to each of the Properties shall remain with the owner thereof until the delivery of the deeds at the Closing hereunder.

14. Possession. On the Date of Closing, the County shall deliver possession of the County Exchange Property free of occupancies or tenancies, except for the County's tenancy under the Lease by the School Board to the County. On the Date of Closing, the School Board shall deliver the School Exchange Property and the Dedication Property to the County free of occupancies or tenancies, except for the County's occupancy under the License Agreement.

15. Deliveries at Closing – Conveyance of County Exchange Property to the School Board.

(a) County's Deliveries. At Closing, County shall deliver to the Settlement Agent the following original documents, each fully and properly executed and acknowledged (as required by the School Board's Title Company) with respect to the County Exchange Property, which deliveries shall be concurrent with the deliveries described in Paragraph 16 of this Agreement.

(i) A Deed of Resubdivision and Dedication substantially in the form of **Exhibit B** attached hereto, resubdividing, dedicating and conveying portions of the County Property and the School Property;

(ii) The Lease, substantially in the form of **Exhibit C** attached hereto, leasing certain areas of the Facility from the School Board to the County;

(iii) Such funds as required by Paragraph 10 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(iv) A copy of appropriate resolution or action of the County reflecting the authorization of the transactions herein by County;

(v) Such Owner's affidavits and other documents and instruments as are reasonably required by the School Board's Title Company for the elimination of any standard or printed exceptions in the School Board's final policy of title insurance, including, without limitation, the exception for unfiled mechanics' liens, parties in possession and unrecorded easements;

(vi) A Settlement Statement, as prepared by the Settlement Agent; and

(vii) Such other documents as are required to be delivered by County pursuant to this Agreement.

(b) The School Board's Deliveries. At Closing, the School Board shall deliver to the Settlement Agent, the following items or original documents, each fully and properly executed and acknowledged (as required by the School Board's Title Company) as the case may be, with respect to the County Exchange Property:

(i) Such funds as required by Paragraph 10 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(ii) A Settlement Statement, as prepared by the Settlement Agent; and

(iii) Such other documents as are required by this Agreement.

16. Deliveries at Closing – Conveyance of School Exchange Property and Dedication Property to County.

(a) The School Board's Deliveries. At Closing, the School Board shall deliver to the Settlement Agent the following original documents, each fully and properly executed and acknowledged (as required by County's Title Company) with

respect to the School Exchange Property and the Dedication Property which deliveries shall be concurrent with the deliveries described in Paragraph 15 of this Agreement:

(i) A Deed of Resubdivision and Dedication substantially in the form of **Exhibit B** attached hereto, resubdividing, dedicating and conveying portions of the County Property and the School Property;

(ii) The Lease, in the form of **Exhibit C** attached hereto, leasing certain areas of the Facility from the School Board to the County;

(iii) Such funds as required by Paragraph 11 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(iv) A copy of appropriate resolution reflecting the authorization of the transactions herein by the School Board;

(v) Such Owner's affidavits and other documents and instruments as are reasonably required by County's Title Company for the elimination of any standard or printed exceptions in County's final policy of title insurance, including, without limitation, the exception for unfiled mechanics' liens, parties in possession and unrecorded easements;

(vi) A Settlement Statement, as prepared by the Settlement Agent; and

(vii) Such other documents as are required to be delivered by the School Board pursuant to this Agreement.

(b) County's Deliveries. At Closing, the County shall deliver to the Settlement Agent the following items or original documents with respect to the School Exchange Property and the Dedication Property, each fully and properly executed and acknowledged (as required by the County's Title Company).

(i) Such funds as required by Paragraph 11 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(ii) A Settlement Statement, as prepared by the Settlement Agent; and

(iii) Such other documents as are required under this Agreement.

#### 17. Condition of Properties.

(a) Except for the special warranty of title set forth in the deed, County specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, relating to the County Exchange Property. It is understood by the Parties that the County Exchange Property is being conveyed to the School Board on the Date of Closing in "As Is" "Where Is" condition.

(b) Except for the special warranty of title set forth in the deed, the School Board specifically disclaims any warranty, guaranty or representation, oral or written, past or present, expressed or implied relating to the School Exchange Property and the Dedication Property. It is understood by the Parties that the School Exchange Property is being conveyed to the County, and the Dedication property is being dedicated to County, on the Date of Closing in "As Is" "Where Is" condition.

18. Remedies. If either the County or the School Board wrongfully fails or refuses to perform their obligations under this Agreement, then the County or the School Board, as the case may be, shall have all rights and remedies available under law or equity in the Commonwealth of Virginia.

19. Miscellaneous Provisions

(a) Binding Effect. The County and the School Board, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the School Board nor County shall assign this Agreement without written consent of the other, which consent may be withheld in the sole and absolute discretion of such other party.

(b) Waiver, Modification. Failure by County or the School Board to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof.

(c) Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law. Any dispute between the Parties hereunder shall be brought before the Arlington County Circuit Court.

(d) Headings. The Paragraph headings are herein used for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or the scope of any Paragraph.

(e) Counterparts. If this Agreement shall be executed in two or more counterpart originals, each counterpart original shall be for all purposes considered an original of this Agreement.

(f) Partial Invalidity. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect; and it is the intention of all the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(g) Entire Agreement. This Agreement, together with the other writings signed by the parties and incorporated by reference and together with any instruments to be executed and delivered under this Agreement, constitutes the entire agreement between the parties with respect to the exchange of the County Exchange Property and the School Exchange Property, and the dedication of the Dedication Property to the County, and supersedes all prior oral and written understandings. Amendments to this Agreement shall not be effective unless in writing and signed and delivered by the Parties hereto.

(h) Survival. The representations, warranties, covenants and indemnities contained in this Agreement shall be effective as of the Closing Date and any liability

with respect to breach thereof shall survive the Closing for a period of one (1) year from the date thereof, unless otherwise provided herein.

(i) Notice and Cure. Whenever in this Agreement a party is required to perform any act or deed and any such act or deed has not been performed by the time prescribed under this Agreement, prior to the non-performing party being declared in default under this Agreement the party alleging such non-performance shall be required to provide to the non-performing party written notice of such non-performance which notice shall provide for a period of not less than ten (10) days for the non-performing party to cure such non-performance.

(j) Holidays. Whenever the last day for the performance of any act required by either County or the School Board under this Agreement shall fall upon a Saturday, Sunday, or legal holiday, the date for the performance of any such act shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

(k) Resubdivision and Dedication. To the extent required by this Agreement or by law, the County and the School Board shall, at Closing, resubdivide portions of the County Property and the School Property and dedicate portions of the School Property to public right of ways as specified in Paragraph 3 of this Agreement, prior to the exchange of the County Exchange Property and the School Exchange Property. The County and the School Board agree to cooperate to timely prepare and file all necessary applications, plats and other documentation necessary to affect such resubdivision and dedication of portions the School Property. To the extent required by this Agreement or by law, the County and the School Board shall subdivide the County Property and the School Property, respectively, prior to Closing.

(l) County Board Approval Required. The execution and delivery of this Agreement by the School Board constitutes an irrevocable offer to exchange the Properties. This offer shall become null and void if the County Board does not approve this Agreement within sixty (60) days after the Agreement is executed by the School Board and delivered to the County.

(n) Effective Date. This Agreement shall be effective upon the date last executed by a Party hereto ("**Effective Date**")

**IN WITNESS WHEREOF**, the County and the School Board have caused this Agreement to be executed as of the Effective Date.

**List of Exhibits:**

- |           |  |
|-----------|--|
| Exhibit A | Plat Showing Resubdivision and Dedication of County Property and School Property with Utility Easements to be conveyed to the County |
| Exhibit B | Deed of Resubdivision and Dedication   |
| Exhibit C | Deed of Lease  |
| Exhibit D | County Exchange Property Title Commitment  |
| Exhibit E | School Exchange Property Title Commitment  |

(SEPARATE SIGNATURE PAGES ATTACHED)



Signature Page  
to  
Exchange Agreement

**COUNTY:**

**THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA**, a body corporate and  
politic

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
County Attorney

Signature Page  
to  
Exchange Agreement

**SCHOOL BOARD:**

**ARLINGTON COUNTY SCHOOL BOARD**, a  
body corporate and politic

\_\_\_\_\_  
Date

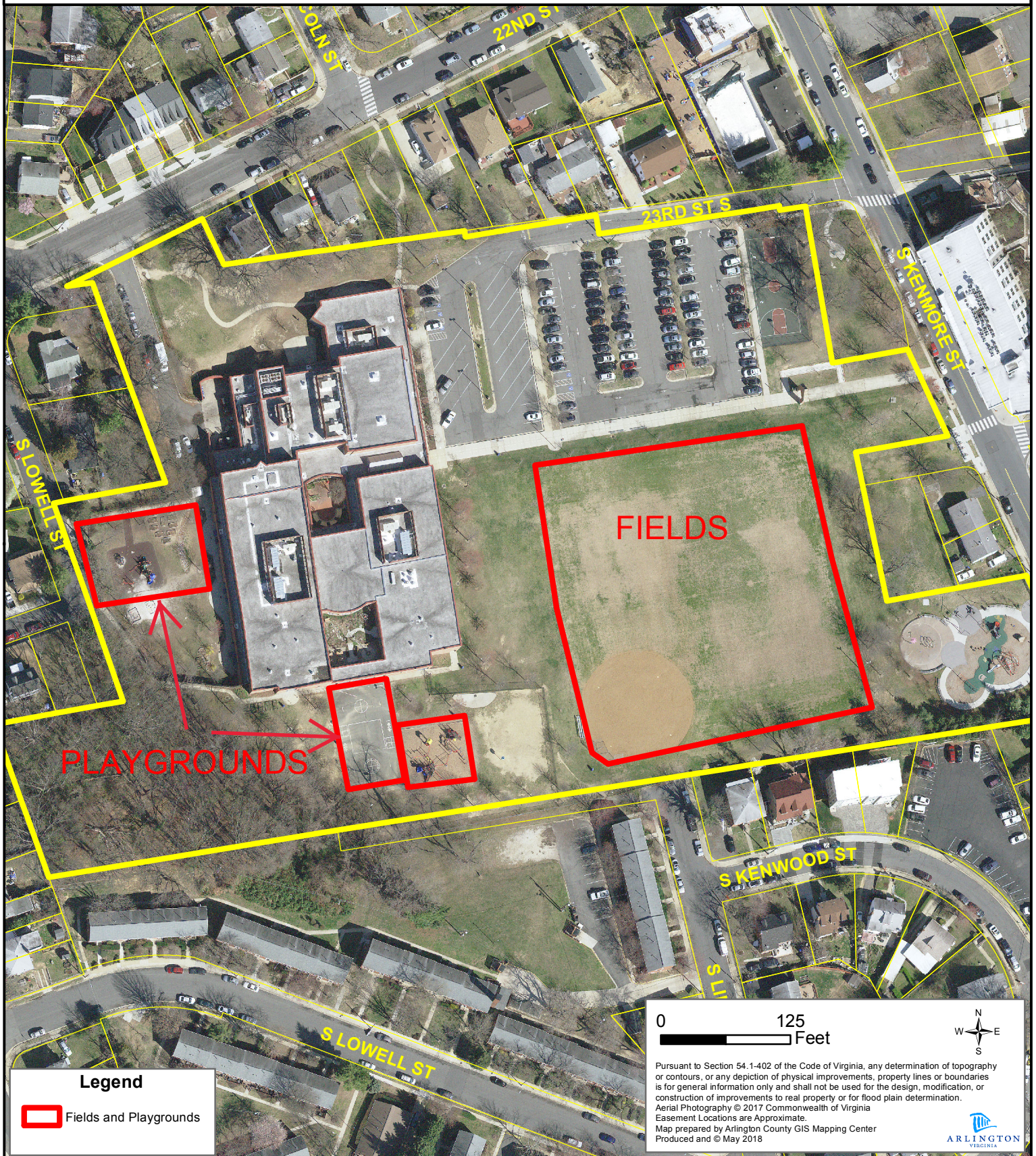
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# EXHIBIT C

## Vicinity Map

### Drew School and Community Center Fields and Playgrounds





**EXHIBIT D**

**CONFIRMATION AS TO COMMENCEMENT DATE AND EXPIRATION DATE AND  
ACCEPTANCE OF POSSESSION OF COMMUNITY CENTER PREMISES**

Attached to and made a part of the Deed of Lease (the "Lease"), dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, entered into by and between **ARLINGTON COUNTY SCHOOL BOARD**, a body corporate and politic, as Landlord, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, as Tenant.

Landlord and Tenant do hereby declare and evidence that the Community Center Premises was accepted by Tenant in its "as is" condition on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. The Lease is now in full force and effect. For the purpose of the Lease, the Commencement Date is confirmed as being \_\_\_\_\_, 20\_\_, and the Expiration Date is confirmed as being \_\_\_\_\_, 20\_\_.

Landlord and Tenant have executed this Confirmation As To Commencement Date and Expiration Date and Acceptance of Possession of the Community Center Premises under seal as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LANDLORD:**

**ARLINGTON COUNTY SCHOOL BOARD**, a body  
corporate and politic

By: \_\_\_\_\_(SEAL)  
Name/Title: \_\_\_\_\_

**TENANT:**

**THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**, a body corporate and politic

By: \_\_\_\_\_(SEAL)  
Name/Title: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN  
ARLINGTON COUNTY AND ARLINGTON PUBLIC SCHOOLS**

*Regarding the operations and joint use of  
Charles R. Drew Model School and Community Center*

The following constitutes a Memorandum of Understanding (“MOU”) between the Board of Arlington County (hereafter identified as the “County”) and the School Board of Arlington County, Virginia (“APS”). The purpose of this MOU is to set forth the agreed upon use of Charles R. Drew Model School and Community Center, 3500 23<sup>rd</sup> Street South, Arlington, Virginia 22206, (“Facility”):

The County and APS intend for this MOU to be in accordance with the respective policies and procedures of each party, and to serve as a dynamic term sheet to be incorporated by reference into that certain Deed of Lease between APS, as Landlord, and the County, as Tenant, dated \_\_\_\_\_, 2018 (“Lease”), for the shared use and operation of the Facility.

The MOU may be amended from time-to-time by mutual agreement of the parties in accordance with the Lease. Once amended, the MOU may be attached as Exhibit E to the Lease without further amendment to the Lease.

Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease.

I. PREMISES

The Facility, as described in the Lease, consists of the following sub-sections (as outlined by color) on Exhibit A:

- Community Center Premises: 4,537 square feet (red)
- Joint Use Area: 13,150 square feet (blue)
- Total Building: 100,815 square feet
- Parking Area: 7 reserved spaces (closest to the School) and the remaining unreserved spaces
- Fields

The Community Center Premises includes the following areas:

- Room 168 (Community Center Front Lobby)
- Room 169 (Vestibule)
- Room 171 (Office) and Room 171A (Reception Area/Office)
- Room 173 (Kitchen) and Room 173A (Closet)
- Room 174 (Small MPR)
- Room 175 (Community Center Back Lobby)
- Room 176 (Custodial Closet)
- Room 179 (Storage Room)
- Room 180 (Arts and Crafts)

- Rooms 181, 182, and 183 (three connected rooms together known as the Multi-Purpose Divisible Room)
- Room 170 (Corridor)
- Rooms 177 and 178, restrooms

## II. COMMUNITY CENTER STANDARD OPERATING DAYS AND HOURS

### A. County Exclusive Use of the Community Center:

- 6:00 p.m. – 9:00 p.m. Monday – Friday (year round) and Saturday and Sunday, 8:00 a.m. – 10:00 p.m. (year round); and
- Additional hours between 7 a.m. and midnight, exclusive of legal public holidays recognized as work holidays by County, if scheduled with APS at least 30 days in advance.
- Outside of the Academic School Year: 6:00 a.m. to 6:00 p.m. Monday – Friday.

### B. APS Exclusive Use of the Community Center except for APS holidays are as follows:

- During the Academic School Year as set by the APS, (September to June), 6:00 a.m. (the set up interval for school programs) to 6:00 p.m. Monday – Friday.

## III. JOINT USE AREAS STANDARD DAYS AND OPERATING HOURS

### A. The following areas are “Joint Use Areas” as shown on Exhibits B and C attached to the Lease:

- Room 145 (Stage/Instrumental Music Room),
- Room 160 (Multi-purpose Room),
- Room 161 (Gym),
- Rooms 181-183,
- Room 180
- Playgrounds,
- Fields and
- Parking Areas

The Joint Use Areas have priority use by one Party during specified time periods, as hereinafter described, and with primary maintenance responsibilities as set forth in Article 3 in the Lease. Priority use of certain rooms or areas of the Facility by County or APS is not intended to preclude use by the other party, with the purpose of the Facility being to provide for the educational needs of the students and recreational opportunities for people of all ages in the Arlington, Virginia community. Unless otherwise mutually agreed in writing, the APS and County’s use of the Joint Use Areas, as designated on the Floor Plan attached to the Lease as Exhibits B and C, shall be in accordance with the following schedule:

### B. Schedule of Priority Use of Joint Use Areas:

#### (1) Rooms 145, 160, 161, and 180-183 (“Joint Use Rooms”)

(a) APS Priority Use: During the Academic School Year as set annually, APS shall have priority use and control of the Joint Use Rooms on Monday – Friday from 6:00 a.m. to 6:00 p.m.

(the “Academic Day”). Evening and Saturday APS events which are scheduled pursuant to the Academic School Year Calendar (“APS Event”) shall take priority for use over regularly scheduled County uses; provided, however, that APS shall provide County as a courtesy with not less than five (5) days’ prior written notice of such evening and Saturday school events. During Summer School, APS shall have priority use and control of the Joint Use Rooms until 6:00 p.m., with the exception of those rooms inside the Community Center Premises.

(b) County Priority Use: Except as previously provided, County shall have priority use and control of Joint Use Rooms on Monday – Friday, 6:00 p.m. – 9:00 p.m., and Saturday and Sunday, 8 a.m. – 10 p.m. year round unless otherwise scheduled in advance, an APS Event.

(c) Shared use: During Summer School, APS and County shall share use Joint Use Rooms 160 and 161, Monday – Friday, from the beginning of the Academic Day to end of the Academic Day.

(2) Fields and Playgrounds:

(a) APS Priority Use: During the Academic School Year and Summer School, APS shall have priority use. as designated in Exhibit C of the Lease, from Monday – Friday, during the Academic Day.

(b) At all other times, APS and County shall mutually agree on a shared use schedule for the Fields and Playgrounds.

C. Greater Community Use of Joint Use Areas:

Greater community groups may schedule use of the Joint Use Areas on a space available basis in accordance with the procedures set forth in the APS Policy Implementation Procedures, as amended from time to time.

(1) Joint Use Rooms:

Community use of the Joint Use Rooms will be scheduled by APS through the APS Event Management System (EMS) software. Space available basis will not preempt priority use by APS or priority use by County as specified above. All Use of School Facilities policies and priorities shall apply to use by community groups.

(2) Field use: Community groups requesting use of the Fields may be permitted to use the Fields during non-priority times. Community use of the Field will be scheduled by County through the DPR, Facilities Scheduling Office.

(3.) Playground use: Community groups may be permitted to use the Playgrounds during non-priority times. The Playgrounds shall remain accessible to the public, and all gates shall be kept unlocked, during Community Center and School Operating Hours.

(4.) Parking Areas: Except for the Reserved Spaces and during previously scheduled APS events (such as Back to School Night, Spring Fair, etc.), the Parking Areas shall be

available for use by the community on a first come first served basis at all times after School Operating Hours.

**COUNTY:**  
**THE COUNTY BOARD OF ARLINGTON COUNTY,**  
**VIRGINIA,** a body corporate and politic

\_\_\_\_\_ By: \_\_\_\_\_  
Date Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
County Attorney



**APS:**

**ARLINGTON COUNTY SCHOOL BOARD**, a body  
corporate and politic

\_\_\_\_\_

Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	AGENT'S FILE NUMBER <b>A1800216 -TD</b>

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

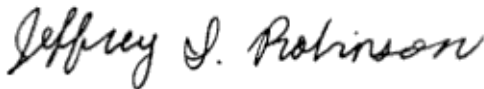
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

Agency Office

WALKER TITLE, LLC  
 11781 Lee Jackson Mem. Highway  
 Suite 300  
 Fairfax, VA 22033

By: \_\_\_\_\_

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**


The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	<b>A1800216</b>

**Transaction Identification Data for reference only:**

Issuing Agent: WALKER TITLE, LLC

Issuing Office: 11781 Lee Jackson Mem.  
Highway, Suite 300, Fairfax,  
VA 22033

ALTA Universal ID: 0006039

Loan ID Number:

Commitment Number:

Issuing Office File Number: A1800216

Property Address:

Revision Number: October 3, 2018

**SCHEDULE A**

1. Commitment Date: **February 1, 2018 at 8:00 a.m.**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured: **The County School Board of Arlington County, Virginia**

Proposed Policy Amount: **\$12,312,100.00**

(b)

Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:

**FIRST AMERICAN TITLE INSURANCE COMPANY**

WALKER TITLE, LLC  
11781 Lee Jackson Mem. Highway, Suite 300  
Fairfax, VA 22033  
703-591-2325

By: \_\_\_\_\_  
**Authorized Signatory**

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule A</b>	<b>A1800216</b>

Commitment No. **A1800216 -TD**

**The County Board of Arlington County, Virginia**

**By virtue of Deeds recorded in Deed Book 1353, page 303, Deed Book 1367, page 199, Deed Book 1368, page 542, Deed Book 1368, page 599, Deed Book 1697, page 591, Deed Book 1356, Page 367 and Deed Book 1572, Page 5, among the land records of Arlington County, Virginia.**


5. The Land is described as follows:

**See continuation of Schedule A**

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule BI &amp; BII</b>	ISSUED BY <b>First American Title Insurance Company</b>  <b>A1800216</b>

Commitment No. A1800216 -TD

## SCHEDULE B, PART I


### Requirements


All of the following Requirements must be met:

1. Pay the premiums, fees, and charges for the Policy to the Company.
2. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. **Deed of Resubdivision, Vacation, Rededication, Dedications and Conveyances between The County School Board of Arlington County, Virginia and The County Board of Arlington County, Virginia.**
  - b. **Deed from The County Board of Arlington County, Virginia to the County School Board of Arlington County, Virginia conveying the subject property set forth under Schedule A.**
3. Receipt of satisfactory Owner/Seller Affidavit as to Mechanics' Liens and Possession stating that no improvements have been made to or contracted for on captioned premises within the 120 days prior to closing, and identifying parties entitled to possession of the property, if any.

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Form 5030000-BI&BII (1-31-17)	Page 3 of 6	ALTA Commitment for Title Insurance 
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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	<b>A1800216</b>

Commitment No. **A1800216 -TD**

## SCHEDULE B, PART II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises. **The coverage afforded by Covered Risk 2(c) is hereby deleted**
3. Terms, provisions, covenants, conditions and restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Deed Book 1504, page 80, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
4. Sanitary Sewer Agreement recorded in Deed Book 683, page 504.
5. Easement(s) to the County Board of Arlington County, Virginia recorded in Deed Book 1142, page 232.
6. Easement(s) to the County Board of Arlington County, Virginia recorded in Deed Book 1371, page 222.
7. 12' right of way as shown in Deed Book 210, page 298.
8. Easements created in Deed of Vacation, Easement and Subdivision and/or shown on plat of subdivision attached thereto recorded in Deed Book 1180, page 17 and Deed Book 1504, page 80.

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Form 5030000-BI&BII (1-31-17)	Page 4 of 6	ALTA Commitment for Title Insurance
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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	<b>A1800216</b>

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that certain land situate in the **County of Arlington, Virginia**, and more particularly described as follows:

**Parcel One:**

**Lots 41, 42 and 43, Block H, in the Town of Nauck, as subdivided and recorded in Deed Book B-4, page 440 among the land records of Arlington County, Virginia.**

**Parcel Two:**

**All that certain parcel of land, containing 1.48820 acres, more or less as shown on a plat entitled "Plat Showing Property of Herman Grenadier at 23<sup>rd</sup> Street South, East of South Lowell Street, dated November 12, 1958 and recorded with a deed recorded in Deed Book 1353, page 303 among the aforesaid land records.**

**Parcel Three:**

**Beginning at an iron pipe on the north side of a 12' right of way which said point marks the northwest corner of a one-half acre tract conveyed to Grant Clinton and Nannie Clinton, his wife, by deed recorded in Deed Book 210, page 298, and shown on a plat recorded in Deed Book 169, page 201; thence with the north line of said right of way N 85° 44' E. 60'; thence departing from the north line of said right of way and running through said one-half acre tract S. 14° 16' E to a point in the south line of said one-half acre tract; thence along the south line of said one-half acre tract S 85° 14' W 60' to the southwest corner of said one-half acre tract; thence N 4° 16' W 182.1' to the beginning, being the west 60' by full depth of said one-half acre tract.**

**Parcel Four:**


**Outlot B, a Resubdivision of Lots 9 through 57 and vacated portions of 24<sup>th</sup> Street and South Langley Street, Thornton Gray Subdivision, as the same appears in Deed Book 1504, page 80 among the aforesaid land records.**

**Parcel Five:**

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 <i>First American Title</i> <sup>TM</sup>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A Cont</b>	<b>A1800216</b>

Commitment No. **A1800216 -TD**

**Lots Thirty-Two (32), Thirty-Three (33) and Thirty-Four (34), Block H of the Subdivision of Nauck, as shown on the plat recorded in Deed Book B-4 at Page 440 among the land records of Arlington County, Virginia.**

***First American Title Insurance Company*****SCHEDULE A**

1. Effective Date: **February 1, 2018** Commitment No. **A1800217-TD**  
at 8:00 a.m.

2. Policy or Policies to be issued: Amount

(a) ALTA Owner's Policy: **\$2,180,389.00**  
ALTA 2006 Policy Form  
Proposed Insured:

**The County Board of Arlington County, Virginia**

(b) ALTA Loan Policy:

Proposed Insured:

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple**, and title hereto is at the effective date hereof vested in:

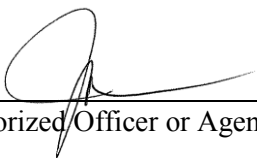
**County School Board of Arlington County, Virginia**

**By virtue of Deeds recorded in Deed Book 661, page 138, Deed Book 665, page 61, Deed Book 1008, page 205, Deed Book 1031, page 24, Deed Book 1053, page 168, Deed Book 1053, page 205, Deed Book 1053, page 208, Deed Book 1062, page 145, Deed Book 1443, page 267, Deed Book 1450, page 568, Deed Book 1455, page 375, Deed Book 1457, page 222, Deed Book 1457, page 618, Deed Book 1462, page 364, Deed Book 1462, page 367, Deed Book 1462, page 370, Deed Book 1463, page 297, Deed Book 1473, page 118, Deed Book 1443, page 283, Deed Book 1450, page 568, Deed Book 1458, page 76, Deed Book 1594, page 301.**

*(continued)*

*Countersigned:*

Walker Title, LLC  
ph. 703-591-2325 fax 703-591-2328  
11781 Lee Jackson Memorial Hwy, Suite 300  
Fairfax, Virginia 22033

By:  (tfd)  
Authorized Officer or Agent

***This commitment is invalid unless Insuring Provisions and Schedules A and B are attached.***

# ***First American Title Insurance Company***

## **SCHEDULE A** *(continued)*

Commitment No. **A1800217-TD**

4. The land referred to in this Commitment is described as follows:

All that certain land situate in the **County of Arlington, Virginia**, and more particularly described as follows:

### Parcel One:

Parcel A, a Resubdivision of Lots 9 through 57 and vacated portions of 24th Street and South Langley Street, Thornton Gray Subdivision, as the same appears in Deed Book 1504, page 80 among the land records of Arlington County, Virginia..

### Parcel Two:

Beginning at a set stone, a corner common to the property of J. J. Lee and the property formerly belonging to Thornton Gray, said stone being in the east line of the late Sewell P. Corbett's Estate; thence with the line of said Corbett Estate N 14° 10' 30" W 159.93 feet to a stone; thence N 85° 9' 30" E 868.7 feet to a point in the west line of Leonard L. Gray's property; thence with part of the west line of Leonard L. Gray's property, S 6° 27' E 32.42 feet to a point; thence N 85° 9' 30" E 329.2 feet to a point in the west line of the Chain Bridge & Alexandria Road; thence with the west line of said road S 6° 27" E 141.1 feet to a point; thence departing from said road S 85° 55' W 1176.94 feet to the beginning, containing 4.1025 acres exclusive of the right of way of the Washington, Arlington and Falls Church Electric Railway which is 50' wide, as surveyed by George E. Garrett November 27, 1911.

### Parcel Three:

All of Lot 58, Gray's Addition to Nauck, as the same appears duly dedicated, platted and recorded in Deed Book 132, page 409 among the aforesaid land records.

### Parcel Four:

Beginning at a set stone marking the southeast corner of the parcel of land hereby conveyed which is also the southeast corner of the three acre tract of land which was conveyed to James Baker, et ux, by Mary Morris by Deed recorded among the land records of said County in Deed Book L-4, at page 314; thence

# ***First American Title Insurance Company***

## **SCHEDULE A**

*(continued)*

Commitment No. **A1800217-TD**

with the south line of said Baker tract, S. 85° 14' 30" W. 127.5 feet to a stake in said line; thence through the said Baker tract, N. 4° 16' W. 182 feet to an iron pipe on the north side of the 12 foot right of way; thence with the north line of said right of way N. 85° 44' E. 127.5 feet to a set stone, being the northeast corner of the said Baker tract of three acres; thence with the east line of said tract, S. 3° 38' E. 180.4 feet to the beginning, containing one-half acre and being the unnumbered lot marked .5 acre as shown on plat recorded among said land records in Deed Book 169, at page 201.

LESS AND EXCEPT: That portion of said one-half acre tract conveyed to Helen L. Plummer, by deed recorded among said land records in Deed Book 763, at page 415 described as follows:

BEGINNING at an iron pipe on the north side of a 12 foot right of way which said point marks the northwest corner of a one-half acre tract conveyed to Grant Clinton, et ux, by a Deed from James Baker, et ux, dated September 25, 1924, and recorded among said land records in Deed Book 210, at page 298, and also shown on a plat of said one-half acre tract recorded with a certain deed from James Baker and wife to James Baker, Jr., dated June 7, 1920, and recorded among said land records in Deed Book 169, at page 201; thence with the north line of said right of way, N. 85° 44' E. 60 feet; thence departing from the north line said right of way and running through said one-half acre tract S 4° 16' E. to a point in the south line of said one-half acre tract; thence along the south line of said one-half acre tract, S. 85° 14' 30" W. 60 feet to the southwest corner of said one-half acre tract; thence N. 4° 16' W. 182.1 feet to the point of beginning, and being the westerly 60 feet by the full depth of the said one-half acre tract conveyed to Grant Clinton, et ux, as aforesaid.

### Parcel Five:

All of lots 1 through 8, Norris Subdivision, as the same appears duly dedicated, platted and recorded in Deed Book M-4, page 551 among the aforesaid land records.

# ***First American Title Insurance Company***

## **SCHEDULE B - SECTION 1 REQUIREMENTS**

Commitment No. **A1800217-TD**

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
  - a. **Recordation of Deed from The County School Board of Arlington County, Virginia to The County Board of Arlington County, Virginia.**
4. Receipt of satisfactory Owner/Seller Affidavit as to Mechanics' Liens and Possession stating that no improvements have been made to or contracted for on captioned premises within the 120 days prior to closing, and identifying parties entitled to possession of the property, if any.

# ***First American Title Insurance Company***

## **SCHEDULE B - SECTION 2 EXCEPTIONS**

Commitment No. **A1800217-TD**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises. **The coverage afforded by Covered Risk 2(c) is hereby deleted.**
3. Terms, provisions, covenants, conditions and restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Deed Book M-4, page 551 and Deed Book 1504, page 80, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
4. Easement(s) and other matters as shown on plats recorded in Deed Book 169, page 201 and Deed Book 1504, page 80.
5. Easement(s) to Virginia Electric and Power Company recorded in Deed Book 1528, page 337, Deed Book 1544, page 65, Deed Book 1593, page 230, Deed Book 1618, page 121, Deed Book 1745, page 308.

All recorded documents referred to herein are recorded among the Land Records of the County of Arlington, Virginia.

# DEED OF LEASE

BETWEEN

ARLINGTON COUNTY SCHOOL BOARD

AND

THE COUNTY BOARD OF  
ARLINGTON COUNTY, VIRGINIA

Location:

Charles R. Drew Model School and Community Center  
3500 23<sup>rd</sup> Street South  
Arlington, Virginia 22206



## Deed of Lease

This Deed of Lease (the "Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between **ARLINGTON COUNTY SCHOOL BOARD**, a body corporate and politic (hereinafter referred to as "Landlord" or "School Board"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (hereinafter referred to as "Tenant" or "County") (Landlord and Tenant are jointly referred to herein as the "Parties").

### RECITALS

WHEREAS, Charles R. Drew Model School and Community Center (known respectively as the "School" and the "Community Center") was constructed by Arlington Public Schools ("APS") and the County in 2002 as a shared use facility for the purpose of fulfilling the educational needs of Arlington students of all ages and serving the recreational needs of the community;

WHEREAS, the Facility, as defined in Section 1.1 below, is located at 3500 23<sup>rd</sup> Street South, Arlington, Virginia, 22206, a portion of which is located on RPC #31026011, owned in fee simple by the School Board ("School Property"), and a portion of which is located on RPC #31021002 owned in fee simple by the County ("County Property") (the School Property and the County Property are hereinafter referred to collectively as the "Properties");

WHEREAS, on July 30, 2008, the Parties entered into a License Agreement granting to the County the temporary right and license from the School Board to use, upon certain terms, 68,625 square feet of land, more or less, located at the eastern portion of the School Property, for the construction of a new park for the community, until the terms of an agreement to exchange certain portions of the Properties and a lease for a portion of the Facility could be finalized by the Parties;

WHEREAS, in order to better align the ownership of the Properties with their actual and expected future uses, the Parties entered into an Exchange Agreement contemporaneously herewith (the "Exchange Agreement") to exchange portions of the Properties, setting forth the terms and conditions upon which the County will convey fee simple interest in a portion of the County Property to the School Board, and the School Board will convey fee simple interest in a portion of the School Property to the County, a copy of which is attached hereto as Exhibit B;

WHEREAS, upon the closing of the Exchange Agreement, the entire property on which the Facility is located will be owned by Landlord;

WHEREAS, in partial consideration of the exchange of portions of the Properties, Landlord has agreed to lease certain areas of the Facility, together with a non-exclusive license to use certain Joint Use Areas, as hereinafter defined, and the non-exclusive use, on a first come, first served basis, of the Parking Area, as hereinafter defined, for the parking of motor vehicles, all subject to the applicable terms and conditions of this Lease, as hereinafter set forth and a contemporaneous Memorandum of Understanding ("MOU"), attached hereto as Exhibit E;

WHEREAS, contemporaneously with the execution of this Lease, the County and the School Board will execute deeds conveying portions of their respective Properties to the other ("Deeds"), in

accordance with the terms of the Exchange Agreement, and such Deeds shall be subsequently recorded among the Arlington County, Virginia land records ("Land Records"); and

WHEREAS, upon the exchange of portions of the Properties under the Exchange Agreement, this Lease will memorialize the rights and obligations of the Parties with regard to the continued joint use of the Facility, in order to maximize the use of the Facility as a community asset.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SPECIFIC PROVISIONS

1.1 GRANT OF LEASE; COMMUNITY CENTER PREMISES; JOINT USE AREAS

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, the Community Center (as further defined below and sometimes referred to herein as the "Community Center Premises" or "Premises"), together with a non-exclusive license to use certain Joint Use Areas (as hereinafter defined), and the non-exclusive use, on a first come, first served basis, of the parking area for the parking of motor vehicles ("Parking Area"), all as further defined below and in Sections 1.5 and 1.6 of this Lease.

The Community Center Premises, School, Joint Use Areas and Fields (both defined in paragraph III of the MOU), and Parking Area together comprise the "Facility", all of which are delineated on Exhibit A and C attached hereto and as more fully described in Sections 1.5 and 1.6 hereof and in the MOU.

1.2 LEASE DATES

(a) Term/Commencement. The initial term ("Initial Term") of this Lease shall commence on the date which is the later to occur of: (i) the full execution and delivery of the Deeds by and between the County and the School Board, or (ii) the full execution and delivery of this Lease by and between Landlord and Tenant ("Commencement Date"), and shall expire at 12:00 midnight on the date that is Twenty-five (25) years following the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with the provisions of this Lease.

1.3 RIGHT TO EXTEND AND RENEW

So long as Tenant is not in default under the terms of this Lease beyond any applicable notice and cure period, this Lease shall automatically be renewed for one (1) additional ten (10) year period (the "Initial Renewal Term") at no additional cost, beginning at the expiration

of the Initial Term, unless Tenant gives Notice of its intention not to renew the term of this Lease to Landlord at least one hundred eighty (180) days prior to the then scheduled expiration of the Term, as hereinafter defined. Four (4) additional ten (10) year renewal terms beyond the Initial Renewal Term shall be subject to negotiation concerning additional capital expenditures associated with the Premises and Joint Use Areas space during the period covered by the renewal terms. The Initial Renewal Term shall automatically commence on the day following the Expiration Date of the Initial Term and all the terms and conditions of the Lease shall continue to apply as if the Initial Term had originally included such Renewal Term. The Initial Term and the Renewal Term(s) are collectively referred to as the "Term." Notwithstanding the foregoing, the Term shall not, in any event, exceed seventy-five (75) years.

#### 1.4 TENANT'S HOLDOVER

If Tenant continues to remain in possession of the Community Center Premises after the expiration of the Initial Term, and any applicable Renewal Term(s), then Tenant shall, by virtue of said holdover, become a tenant from month-to-month, commencing said monthly tenancy with the first day next following the end of the applicable Term. All other terms and conditions of this Lease shall apply to any holdover period(s). In the event of such a holdover, Tenant shall give to Landlord at least thirty (30) days written notice of any intention to quit the Community Center Premises. During any such holdover period, Tenant shall be entitled to at least thirty (30) days written notice from Landlord to quit the Community Center Premises.

#### 1.5 FACILITY

(a) Community Center Premises. The Community Center Standard Operating Days and Hours, are as set forth in the MOU which may be amended in writing, from time to time subject to mutual agreement of the Parties. ("Community Center Standard Operating Days and Hours"). The standard Community Center Operating Days and Hours shall generally coincide with the "Academic School Year" and "Academic School Day," including "Summer School Schedule" as established annually by the School Board ("School Operating Hours"), as modified. Prior to the beginning of each Academic School Year, Landlord shall provide Tenant with the dates and hours of any special events during the Academic School Year. Prior to the end of each Academic School Year, Landlord shall reach mutually agreement with Tenant on any changes to the Summer School Schedule. During the County's Community Center Operating Hours, the Community Center shall be open and available to the public and accessible to Tenant's general staff and the public at large. Tenant's staff may access the Community Center Premises at all times subject to the security requirements and procedures established by the Landlord.

(b) Joint Use Areas: The "Joint Use Areas Standard Days and Operating Hours" are as set forth in the MOU which may be amended in writing, from time to time "subject to mutual agreement of the Parties ("Joint Use Areas Standard Days and Operating Hours").

Access to Facility. Tenant shall have access and control to the Community Center Premises and Joint Use Areas during the periods set forth in Section 1.5(a) above. If an event is scheduled, appropriate staff, which may be custodial staff, must be on site. Landlord and Tenant are responsible for securing and controlling access to the Joint Use Areas within their respective control.

## 1.6 FACILITY USE

- (a) Community Center Premises. Tenant shall have use and control of the Community Center Premises during standard Community Center Operating Hours as defined in Section 1.5 herein. Tenant shall be entitled to use the Community Center Premises and Joint Use Areas, during times specified in Section 1.5(a) herein, for recreational, general office and accessory uses thereto, including without limitation, for government offices related to the administration of the Community Center Premises, park and recreation programs, public or community events, administration and related purposes, meetings and events with the County Board and other public officials, public employees, and citizens, and for storage of personal property owned by Tenant and/or others, or, in the possession of Tenant, the County and/or departments thereof.
- (b) Parking Area: Tenant shall be entitled to the non-exclusive use of the Parking Area for vehicular parking for Tenant, Tenant's permitted subtenants, employees, licensees, visitors and invitees, on a first come, first served basis with the exception of seven parking spaces which shall be reserved at all times for the Landlord ("Reserved Spaces"). Tenant's lease of the Community Center Premises does not preclude use by Landlord, so long as Landlord's use is not inconsistent with Tenant's scheduled programs, and Landlord's use has been scheduled according to the procedures set forth in Section 1.5 herein. Landlord shall not lease or allow the use of all or any part of the Community Center Premises at any time for any fee or other consideration to members of the community without Tenant's prior written consent.
- (c) Joint Use Areas. Certain areas of the Facility shall be designated as "Joint Use Areas", as shown on Exhibits B and C attached hereto, the use of which is more particularly described in the MOU which may be amended in writing from time to time subject to mutual agreement of the Parties. Tenant and Landlord shall have mutual use and control of the "Joint Use Areas", during the days and times as set forth in the MOU which may be amended pursuant to Paragraph 1.5.

## 1.7 NOTICES

- (a) Address for Notices to Tenant, before and after the Commencement Date:

County Manager  
Arlington County, VA  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201

with a required copy to: Real Estate Bureau Chief  
Department of Environmental Services  
2100 Clarendon Boulevard, Suite 800  
Arlington, Virginia 22201

with a required copy to: Department Director  
Arlington County, VA  
Department of Parks and Recreation  
2100 Clarendon Boulevard, Suite 414  
Arlington, Virginia 22201

(b) Address for Notices to Landlord:

Superintendent  
Arlington County School Board  
Syphax Education Center  
2110 Washington Boulevard  
Arlington, VA 22204

with a required copy to: Assistant Superintendent for Facilities and Operations  
Arlington County School Board  
2770 S. Taylor Street  
Arlington, VA 22206

(c) Addresses for Notices. All notices required or desired to be given hereunder by either party to the other shall be in writing and personally delivered or given by overnight express delivery service or by certified or registered mail (delivery and/or postage charges prepaid) and addressed as specified in Section 1.7(a) or (b), as applicable. Either party may, by written notice, designate a new address to which such notices shall be directed.

(d) Effective Date of Notice. Notices personally delivered shall be deemed effective upon delivery; notices sent by certified or registered mail shall be deemed effective upon the earlier of (i) the date of receipt or rejection by the addressee, or (ii) three (3) days following the date of mailing (excluding Sundays and holidays on which mail is not delivered by the United States Postal Service). Notwithstanding the foregoing, any notice pertaining to a change of address of a party shall be deemed effective only upon receipt or rejection by the party to whom such notice is sent.

## 1.8 EXHIBITS TO LEASE

Exhibit A	Floor Plan and Joint Use Area
Exhibit B	Exchange Agreement
Exhibit C	Exterior Joint Use Areas
Exhibit D	Confirmation as to Commencement Date and Expiration Date and Acceptance of Possession of Community Center Premises

## 2. GENERAL PROVISIONS

2.1 Acknowledgment of Initial Capital Expenses. As consideration for this Lease and in lieu of the payment of rent by the Tenant, Landlord acknowledges Tenant's initial capital contribution for construction of a portion of the Facility, including the Community Center in 2002. This payment is in lieu of rent for the first thirty (30) years of the term of the Lease and the Initial Renewal Term. Additional Capital Costs may result in additional compensation corresponding to the benefit derived therefrom as described in Section 3.1(d) below.

2.2 Operating Expenses. Landlord shall be responsible for the all expenses incurred in the ownership, operation, management, maintenance, repair and replacement of the Facility ("Operating Expenses"), except as provided in Section 5 herein. Landlord shall be responsible for the operating expenses of the School and Joint Use Areas. Tenant shall be responsible for the payment of operating expenses as set forth in Section 5 below.

2.3 INTENTIONALLY DELETED.

2.4 Rent. Except as otherwise expressly set forth in this Lease, Tenant shall have no obligation to pay any rent during the Initial Term and the Initial Renewal Term. Additional renewal terms may require additional investment of Tenant capital for the Community Center and Joint Use spaces.

### 3. MAINTENANCE AND REPAIRS

#### 3.1 Tenant's Obligations.

(a) Community Center. Tenant shall be responsible for, repair and replacement of Community Center equipment including but not limited to, program equipment, office equipment, tables, chairs and other furniture painting and carpeting, and supplying all Community Center material and staffing.

(b) Field Maintenance. Tenant shall be responsible for the routine maintenance of the Fields. Maintenance of the Fields shall include leaf collection, litter collection, and trashcan maintenance and collection. Except as otherwise provided by Sections 3.2(b) and 3.4 of this Lease, Tenant shall not make any major renovations to the Fields, including but not limited to full replacement or installation of the underlayment, natural turf, drainage system or irrigation system or conversion to synthetic fields, without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Intentionally Omitted.

(d) Capital Costs: Tenant and Landlord each acknowledge the original sharing of capital costs ("Cost Sharing Agreement") was sufficient to establish the Community Center Premises described herein. Future capital costs for the Premises shall be shared in accordance with the benefit derived therefrom, ("Share"). Landlord will incur capital costs at its sole original expense. Tenant shall reimburse Landlord as a part of the cost of services in Section 5 for either (i) Tenant's Share of the renovations when such renovations occur more than seven (7) years

before the expiration of the Initial Term, or (ii) at the rate of one-seventh (1/7) of the Tenant's Share for each year remaining in the Term when such renovations occur in last seven years of the Term. Such reimbursements shall not continue after the end of the Term.

### 3.2 Landlord's Obligations.

(a) Facility. Landlord shall be responsible, at its sole original cost and expense, for the ordinary maintenance, and repair of the Facility, except for items specifically maintained by Tenant as provided in Section 3.1. Landlord shall be responsible for repair and maintenance of the Facility, and shall be responsible for property insurance, capital improvement needs, utility costs, repair and replacement of school equipment, and supplying all school material and staffing. Landlord shall provide the support and maintenance of the HVAC and plumbing and electrical systems, building envelope expenses, capital expenditures, interior/exterior finishes (including, but not limited to, wall repairs and painting), flooring (including, but not limited to, replacement of carpeting and tile), keys, doors, locks and hardware, signage, fire extinguishers, fire alarm and sprinkler systems, security system, custodial services, pest control, window cleaning, interior lighting, attached exterior lights, emergency boarding services, appliances, and all other general facility needs. Landlord shall provide maintenance and repair services for the Parking Areas, Parking Area lights and all walkways which serve the Facility, and shall keep the same in good working order and repair. Landlord is responsible for directly contracting with and paying, in Landlord's own name, for pest control services for the Facility. Landlord shall coordinate scheduling of pest control services with Tenant.

(b) Ground's Maintenance. Except for areas specifically maintained by Tenant as provided in Section 3.1, Landlord shall be responsible, at its sole cost and expense, for all grounds maintenance surrounding the Facility, including the Playgrounds. Grounds maintenance shall include grass cutting, tree maintenance, leaf collection, litter collection, trashcan maintenance and collection, flowerbed design and maintenance, general landscaping maintenance, and other duties generally performed by a landlord. The Parties acknowledge that Tenant provides mowing services to the Facility in cooperation with the Landlord and is reimbursed for services based on a formula established by the cooperating County and School departments. In the event that periodic renovation of the Fields is required to keep the Fields in a safe condition, Landlord will provide such renovation at its sole original expense. Tenant shall reimburse Landlord as a part of the cost of services in Section 5 for either (i) one half of the cost of the renovations when such renovations occur more than seven (7) years prior to the expiration of the Term, or (ii) at the rate of one-seventh (1/7) of one half of the cost of the renovations in each of the remaining years of the Term. Such reimbursements shall not continue after the termination of the Lease. Landlord shall provide written notice to Tenant of its intent to renovate the Fields at least one year (1) prior to beginning renovations.

(c) Custodial Support. Landlord shall provide custodial support ("Custodial Support") at the Facility during regular Community Center Operating Hours and School Operating Hours, as specifically defined in Section 1.5 herein, from Monday through Friday. Additionally, Landlord shall provide Custodial Support to Tenant year round on Saturdays and Sundays to support Tenant's programs, consistent with Arlington Public Schools Policy Implementation Procedures. If additional Custodial Support is required for special events scheduled after regular

Community Center Operating Hours, Landlord will charge Tenant on a straight-time basis for the average hourly APS custodian cost, including salary and benefits, as consistent with Arlington Public Schools Policy Implementation Procedures. Notwithstanding the foregoing, Tenant shall have the option to use its own janitorial staff or service, at Tenant's sole cost and expense, at any time outside of regular Community Center Operating Hours in lieu of Landlord's Custodial Support.

The Custodial Support for Tenant's regular weekend programs and events shall include the following tasks: opening and securing the Facility; disarming the security system; reasonable set-up needs; assisting Tenant's users, providing contact cell phone numbers as needed; coordinating with Tenant's staff upon arrival; checking on events regularly; providing support to events as needed (i.e. clean up spills, empty trash, etc.); reporting problems or misuse of the Facility to Tenant's Community Center manager, and if necessary, contacting appropriate authorities; providing reasonable tear-down needs; cleaning up areas used; and closing and securing the Facility. If additional support is needed for set-up or tear-down, and Tenant's staff is unable to assist, then Landlord may provide additional Custodial Support at cost to Tenant.

(d) Additional Maintenance Responsibilities. Landlord covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of the federal, state, county, municipal and local governments, departments, commissions, agencies and boards regarding the collection, sorting, separation and recycling of trash for the School. Landlord shall sort and separate its trash into such categories as are provided by law. Each separately sorted category of trash shall be placed by Landlord in separate designated receptacles shared with Tenant.

(i) Trash and Recycling Service. Landlord shall be responsible for all trash collection, dumpster and recycling service for the Facility.

(ii) Snow Removal. Except as provided in Section 1.5(a), Landlord shall be responsible for the prompt removal of snow from the Parking Area and all walkways serving the Facility, as shown on Exhibit C, attached hereto. Notwithstanding the foregoing, Landlord shall be responsible for snow removal obligations for any portion of the Facility which is not specifically designated as Tenant's obligation under Section 1.5(a) above.

3.3 Management and Maintenance Coordination of the Joint Use Area. The Joint Use Area shall be managed cooperatively by both County and School Staff that administer the Facility, who shall jointly administer the respective educational and community programs, and make daily management decisions consistent with priority use of the Joint Use Areas as established in Section 1.6(c).

3.4 Standard of Maintenance. All maintenance and repairs in their respective areas by Landlord or Tenant shall be completed in accordance with standard management practices, and state and local building codes, including the Virginia Uniform Statewide Building Code and the Virginia Construction Code.

#### 4. RIGHT TO SUBLET, ASSIGN OR LICENSE



4.1 The Tenant shall not sublet or assign any rights under this Agreement to any third party, without Landlord's prior written consent, which such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, but subject to Section 6.3 below, Landlord's consent shall not be required for Tenant's use of third-party contractors to provide programming or management services at Tenant's direction in the Community Center Premises.

## 5. SERVICES AND UTILITIES

Landlord is responsible for directly contracting with and paying, in Landlord's own name and at Landlord's sole cost and expense, electrical, gas, and water/sewer utility providers for supplying the Facility, with electrical, gas and water/sewer service. Tenant shall be responsible to reimburse Landlord for (i) a proportionate share of the regular utility charges for the Facility (not including the Fields), which shall be based on the ratio of (x) the square footage of the Community Center Premises and 50% of the Joint Use Areas as the numerator and (y) the total square footage (excluding the Parking Area and Fields) of the Facility (which proportionate share, as of the date of this Lease, is eleven percent (11%)); and (ii) the entire amount of any special utility charges reasonably attributable to any special use of the Facility by the Tenant.

Landlord shall furnish heating and cooling to the Community Center Premises and Joint Use Areas during the appropriate seasons of the year, between the hours and on the days set forth in Section 1.5 (exclusive of legal public holidays recognized as work holidays by the Arlington County Government or of closure due to inclement weather as determined by an independent agreement between Arlington County and Arlington Public Schools.) During such time periods, the Landlord shall maintain an indoor air temperature within habitable limits as defined in School Board Policy and equal to the range of service it provides for Landlord use of the Premises. Landlord agrees that Tenant reimbursement for its proportional share of the utility expenses is sufficient to fund this level of service. Service requested outside of the hours agreed upon in Section 1.6 shall be reimbursed annually, at the rate Landlord pays for the service pro-rated by the area receiving the service.

Landlord shall incur capital expenses at its original cost and expense. Agreements to share such expenses as described in Section 3.2 of the Lease shall be reimbursed by the Tenant at the amount described therein on an annual basis.

## 6. MISCELLANEOUS PROVISIONS

6.1 Use Compliance. Tenant shall use and occupy the Community Center Premises and all Joint Use areas under Tenant's control for one or more of the purposes specified in Section 1.6 and shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, ordinances and regulations, including, but not limited to, the ADA (as defined herein), and smoking regulations. Landlord shall use and occupy the School and the remainder of the Facility for one or more of the purposes specified in Section 1.6 and shall comply, and cause its employees, agents and contractors to comply, with all applicable federal, state and local laws, statutes, or ordinances and regulations, including but not limited to, the ADA, and smoking regulations. Any material variation or deviation from the

specific use expressly set forth in Section 1.6 beyond any applicable notice and cure period shall be deemed a default of this Lease.

6.2 Illegal and Prohibited Uses. Tenant shall not use or permit any part of the Facility which is under its exclusive control to be used for any unlawful or extra hazardous purpose and shall not manufacture anything therein. Landlord hereby acknowledges that Tenant's proposed use and occupancy of the Community Center Premises under this proposed Lease shall be considered to be in full compliance with the terms of this Section 6.3. Landlord shall not use or permit the Facility or any part thereof to be used for any unlawful or extra hazardous purpose and shall not manufacture anything therein. Tenant hereby acknowledges that Landlord's proposed use and occupancy of the School under this Lease shall be considered to be in full compliance with the terms of this Section 6.3.

6.3 Services Contracts. All services contracts will include language certifying that the contractor and the contractor's employees or sub-contractors who will be within the building in the presence of students during the performance of the contract (i) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether the individual(s) have been convicted of a crime of moral turpitude. The certification language will be included even if the contract does not, on its face, involve services with or to students. Contracts for goods need not include such language unless delivery personnel may come into contact with students.

6.3 Condition of Community Center Premises Upon Surrender. At all times during the Term, Tenant shall suffer no waste or injury to the Community Center Premises, and Tenant shall, at the expiration or other termination of the Term, surrender and deliver up the Community Center Premises and any Permitted Alterations thereto in good order and condition as delivered to Tenant on the Commencement Date, ordinary wear and tear and, subject to the provisions of Section 9, damage by casualty, excepted.

6.4 Tenant Property and Permitted Alterations. Except as otherwise provided by Section 3, maintenance and repair of Tenant's Property (as hereinafter defined) within or related to the Community Center Premises shall be the sole responsibility of Tenant.

6.5 Tenant's Right to Perform Landlord's Duties. In the event that repairs required to be made by Tenant pursuant to this Lease become necessary by reason of Landlord's failure to maintain the Community Center Premises in good order and condition and in compliance with all applicable laws, orders and regulations, and such failure constitutes a health and/or safety hazard, upon at least ten (10) days prior written notice (unless Tenant reasonably deems the condition to constitute an imminent health or safety hazard), Tenant may, but shall not be obligated to, make such repairs at Landlord's expense. Within thirty (30) days after Tenant renders a bill for the reasonable costs of said repairs, Landlord shall reimburse Tenant for such actual costs.

6.6 Signage. The posting of signs in Joint Use Areas, including outdoors signs, shall be agreed upon by the parties pursuant to Section 3.3 herein prior to installation of the signs.

Neither party shall cause its approval of signage to be unreasonably withheld, conditioned or delayed.

## 7. ALTERATIONS.

7.1 Alterations Permitted. Tenant may make any non-structural, non-System or cosmetic alterations, changes, replacements, repairs, additions or improvements in or to the Community Center Premises or any part thereof, including the installation of systems furniture, without the prior written consent of Landlord ("Permitted Alterations"). Tenant shall, however, provide Landlord with prior written notice of Tenant's plan to perform Permitted Alterations. Tenant may make any other alterations or changes to the Community Center Premises that are not Permitted Alterations ("Alterations") only with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7.2 Alteration Requirements. Tenant's Permitted Alterations or other Alterations if approved by Landlord ("Approved Alterations") may be performed by independent duly qualified, licensed and bonded contractors selected by Tenant or by the County's Facility Maintenance Bureau, at Tenant's discretion, in accordance with all applicable laws, codes, ordinances, rules and regulations, and Tenant shall obtain at its cost any required permits, licenses, registrations, notices, or inspections for performance of such Permitted Alterations or Approved Alterations. Notwithstanding any other term or condition hereof to the contrary, Tenant may perform Permitted Alterations or any Approved Alterations by hiring any contractor selected by Tenant to perform such Permitted Alterations pursuant to the applicable provisions of the Arlington County Purchasing Resolution, so long as such contractor is licensed and insured in the Commonwealth of Virginia.

Tenant shall require its employees, agents and contractors to meet the personnel standards required by the School Board, in effect at the time of retaining such employee, agent or contractor.

7.3 Compliance with Laws. Landlord and Tenant agree that, on the Commencement Date, the Community Center Premises, Joint Use Areas and the Facility are in compliance with the requirements of ADA and all other applicable laws, codes, ordinances and regulations as the respective parties understand them. As used in this Lease, "ADA" shall mean the Americans with Disabilities Act of 1991, 42 U.S.C. § 12.101 et seq., as amended, and all regulations applicable thereto promulgated as of the date hereof.

In the event that during the Term either Landlord or Tenant shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance (including but not limited to the ADA), to repair, alter, remove, reconstruct, or improve any part of the Community Center Premises or the Facility, then the Parties agree to comply with such requirements and each party shall permit the other party to perform such repairs, alterations, removals, reconstructions, or improvements. Notwithstanding the foregoing, Tenant's obligation for any such requirements shall be limited to such requirements which are applicable to the Community Center Premises and the agreed 50% share of the requirements applicable to the Joint Use Areas; and Landlord's obligation for any such requirement shall be limited to such requirements which are applicable to the remainder of the Facility, including 50% of Joint Use

Areas, the Field, the Playgrounds and the Parking Areas. Parties will work cooperatively with each other to comply with any such order.

The Parties hereto confirm the Facility is located on the Landlord's property and, as such, is subject to the special regulations and policies governing School Board owned property as described in state law governing all School Board owned property, as the same may be amended from time to time.

## 8. INSURANCE

### 8.1 General Insurance Terms and Conditions

a) Any insurance purchased to meet the requirements of this lease shall be issued by insurance companies licensed to do business in the Commonwealth of Virginia.

b) Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby mutually waive and release their respective rights of recovery against each other for any loss of its property capable of being insured against by broad form property insurance or any insurance policy providing property damage coverage, whether carried or not. Landlord and Tenant acknowledge that, as of the date of this Lease, both parties may have a deductible amount for their respective property insurance policies, and that such deductible amount is reasonable in light of the Landlord and Tenant's respective size, status, and market conditions applicable to the required insurance.

c) Business Interruption. Neither party, nor their employees, shall have any liability or responsibility for any loss, cost, damage or expense arising out of or due to any interruption of business (regardless of the cause therefore), increased or additional cost of operation of other costs or expenses, whether similar or dissimilar, which are capable of being insured against under business interruption insurance, whether or not carried by such party.

d) Self-Insurance. Notwithstanding anything to the contrary, in order to comply with the Insurance Section 8. or other provisions of this Lease requiring Landlord or Tenant to provide insurance coverage, the parties shall have the right to self-insure as to all or any portion of the insurance coverage or coverages which would otherwise have been required by a third party insurance carrier.

e) No material change shall be effected in the purchased insurance policies which may be required hereunder, including cancellation, non-renewal, reduction in coverage or other material change, without 30 days written notice by the policy holder to the other party. Tenant and Landlord shall each provide the other with a certificate of insurance for any insurance purchased to meet the requirements of this Lease within thirty (30) days after the date of this Lease and thereafter on an annual basis during the Term

f) Liability insurance provided by either party pursuant to this Lease shall have limits of not less than the combined single limit per occurrence of One Million and No/100 Dollars

(\$1,000,000.00) or the current limit carried by that party, whichever is greater, and a general aggregate limit of at least One Million and No/100 Dollars (\$1,000,000.00) per location.

g) Neither party shall do any act in or about the Facility and Community Center Premises which will tend to increase the insurance rates for the other party. Landlord hereby acknowledges that Tenant's use and occupancy of the Community Center Premises under Section 1.6 of this Lease will not increase the rate of fire or other insurance or conflict with any laws.

h) Each Party certifies the safety of its own operations and is responsible for maintaining a safety program appropriate in its discretion to its own operations. Neither party has an oversight role over the other and does not certify the operations of the other.

## 8.2 Tenant's Insurance

a) Property insurance. Tenant shall assume all risks to Tenant's Property in the Community Center Premises, and the Landlord, and their respective agents and employees shall not be liable for any damage to Tenant's Property. During the Term, Tenant at its cost shall maintain broad form property insurance on all Tenant's Property and all other contents of the Community Center Premises in an amount sufficient so that no coinsurance penalty will be applied in case of loss.

b) Liability insurance. During the Term, Tenant at its sole cost shall maintain commercial general liability insurance and shall further maintain comprehensive automobile liability insurance covering automobiles owned by Tenant. Landlord, its officers, elected and appointed officials, and employees are to be named as additional insureds under all purchased insurance policies required by this Lease, except for Worker's Compensation and automobile liability insurance.

## 8.3 Landlord's Insurance

a) Property insurance. The Landlord shall maintain during the Term of this Lease broad form property insurance covering the replacement value of the Facility and Community Center Premises, including all Permitted Alterations and Approved Alterations in no lesser types and amounts as it maintains for its other properties.

b) Liability insurance. The Landlord shall maintain a commercial general liability policy covering claims for bodily injury and property damage caused by the physical condition of the Facility and Community Center Premises or as a result of Landlord's operations. Tenant, its officers, elected and appointed officials, and employees are to be named as additional insureds under all purchased insurance policies required by this Lease, except Worker's Compensation, Professional Liability, and Automobile Liability.

## 9. FIRE OR CASUALTY DAMAGE

9.1 In the event of damage or destruction of the Community Center Premises or a portion thereof by fire or any other casualty, this Lease shall not be terminated, but the Community Center

Premises, including demising partitions and doors, shall be promptly and fully repaired and restored as the case may be by Landlord at its own cost and expense. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Restoration by Landlord shall not include replacement of Tenant's Property, but shall include Permitted Alterations and Approved Alterations, if any, performed by Tenant. Tenant shall, at its expense, repair, restore and replace Tenant's Property. Tenant shall maintain adequate insurance on all such replacements, restoration and property pursuant to Section 8.2. It is agreed that in any of the aforesaid events, this Lease shall continue in full force and effect. However, in the event of damage or destruction to the Premises sufficient to cause the Landlord to determine that the replacement of the Facility is an unreasonable action given the Landlord's need for the Facility or any similar facility at this location, this Lease shall be terminated and the Landlord shall not be responsible to restore the Community Center Premises.

## 9.2 Untenantability and Restoration Requirements.

a) In the event the Premises are substantially or totally destroyed by fire or other casualty so as to be entirely untenantable and Landlord's independent architect determines that the restoration of the Premises cannot be completed within three hundred sixty-five (365) days after the date of the fire or other casualty, then Landlord shall have the unconditional right to cancel this Lease in its sole discretion. If Landlord elects not to cancel this Lease, then Landlord's architect shall determine and notify Tenant in writing, within sixty (60) days following the fire or other casualty, of the date by which the Premises can be restored by Landlord in accordance with the provisions of Section 9.1. If the date determined by Landlord's independent architect for completion of restoration of the Premises is more than three hundred sixty-five (365) days after such fire or other casualty, then Tenant shall have the right, to be exercised by giving written notice to Landlord within ten (10) days following receipt of such notice from Landlord, to cancel and terminate this Lease. In the event the date by which Landlord's independent architect determines it can complete restoration of the Premises as herein provided is less than 365 days following such fire or other casualty, or Tenant fails to terminate this Lease as herein provided following notification from Landlord that completion of restoration will require more than 365 days, then this Lease shall remain in full force and effect and Landlord shall commence restoration of the Premises to the extent of Landlord's obligations as described in Section 9.1. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, for Landlord to reasonably be able to determine the time necessary for completion of the restoration and for other such delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. Any delays as a result of the foregoing shall operate to postpone Landlord's obligation to complete restoration of the Premises by one day for each day of any such delay. Tenant shall commence any restoration to be performed by Tenant as required in Section 9.1 and Tenant shall reoccupy the Premises when restored.

(b) No compensation, or claim, will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from any fire or other casualty suffered by Tenant or the necessity of repairing or restoring the Premises or any portion of the Facility.

(c) Casualty Near Expiration of Term, Extension or Renewal. In addition to any other right of Landlord or Tenant to terminate this Lease pursuant to the provisions of this Section 9, in the event the Premises are damaged in whole or in material part by fire or other casualty during the last two (2) years of the Term or extension or renewal thereof, then Landlord or Tenant, upon ten (10) days prior written notice to the other given within sixty (60) days of the date of the fire or casualty, may terminate this Lease; provided, however, Tenant shall have no right to terminate this Lease hereunder if prior to receipt of Tenant's notice Landlord has commenced to repair or restore the Premises. Notwithstanding the foregoing, in the event of a termination of this Lease by Landlord as aforesaid as a result of damage to the Premises, Tenant shall endeavor to vacate the Premises pursuant to a reasonable schedule under all the relevant circumstances and any occupancy of undamaged portions of the Premises by Tenant after the effective date of termination shall be considered to be a consensual holdover under the terms of this Lease so long as Tenant continues to diligently endeavor to vacate such undamaged portions of the Premises.

## 10. TENANT DEFAULTS AND LANDLORD'S REMEDIES

10.1 Tenant Default. If any one or more of the following events occur, said event shall be deemed a "Default" of this Lease by Tenant:

(a) Tenant's failure to perform or observe any material term, material covenant or material condition of this Lease, and such failure continues for a period of thirty (30) days after Tenant's receipt of a written notice of default from Landlord or such longer period in the event that such default cannot be cured within such thirty (30) day period, so long as Tenant commences to cure the default within such thirty (30) day period and thereafter diligently pursues the cure of such default; and

(b) Any event expressly designated or deemed a default elsewhere in this Lease after the expiration of any applicable notice and cure period.

10.2 Tenant Remedies. In each and every such event set forth in Section 10.1 above, from the date of such Default and at all times thereafter, at the option of Landlord, Tenant's right of possession shall thereupon cease and terminate. With the exception of "self-help" and other non-judicial remedies, Landlord shall be entitled to all rights and remedies now or later allowed at law or in equity, all of which shall be cumulative to the extent that the exercise of any one or more rights or remedies shall not be deemed to constitute a waiver of the Landlord's right to exercise any one or more other rights and remedies herein provided or provided at law or in equity. Landlord shall be entitled to obtain possession of the Community Center Premises, whether or not Landlord elects to terminate this Lease, by any process of law, any notice to quit being hereby expressly waived by Tenant.

## 11. LANDLORD DEFAULTS AND TENANT'S REMEDIES

11.1 Landlord Default. If any one or more of the following events occur, said event shall be deemed a "Default" of this Lease by Landlord:

(a) Landlord failure to perform or observe any material term, material covenant or material condition of this Lease, and such failure continues for a period of thirty (30) days after Landlord's receipt of a written notice of default from Tenant or such longer period in the event that such default cannot be cured within such thirty (30) day period, so long as Landlord commences to cure the default within such thirty (30) day period and thereafter diligently pursues the cure of such default; and

(b) Any event expressly designated or deemed a default elsewhere in this Lease after the expiration of any applicable notice and cure period.

11.2 Landlord Remedies. In each and every such event set forth in Section 11.1 above, Tenant shall have all rights and remedies available under law or equity; provided, however, that for any default that requires the Landlord to make a capital improvement or expenditure in order to cure, the Tenant's sole and exclusive remedies shall be either to (i) terminate this Lease by providing written notice of termination to Landlord, or (ii) itself perform such capital improvement or pay such expenditure and, in such event, to set off the amount so paid or expended against any of Tenant's other financial obligations under this Lease.

## 12. QUIET ENJOYMENT

So long as Tenant shall observe and perform the material covenants and agreements binding on Tenant hereunder, Tenant shall at all times during the term herein granted, peacefully and quietly have and enjoy possession and use of the Community Center Premises and Joint Use Areas leased to it without any encumbrance or hindrance by, from or through Landlord, except as provided for elsewhere under this Lease. Nothing in this Section 12 shall prevent Landlord from performing alterations, improvements or repairs on other portions of the Facility not leased to Tenant, nor shall performance of alterations, improvements or repairs by Landlord be construed as a breach of this covenant by Landlord, so long as same do not interfere with Tenant's access to and use of the Community Center Premises.

## 13. AUTHORITY

Landlord and Tenant hereby covenant each for itself that it has the full right, power and authority to enter into this Lease upon the terms and conditions herein set forth and shall provide evidence of such authority pursuant to Section 28 hereof.

## 14. RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

14.1 Hazardous Substances. The term "Hazardous Substances", as used in this Lease, shall include, without limitation, (a) "hazardous wastes", as defined by the Resource Conservation and Recovery Act of 1976 as amended from time to time, (b) "hazardous substances", as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, (c) "toxic substances", as defined by the Toxic Substances Control Act, as amended from time to time, (d) "hazardous materials", as defined by the Hazardous Materials Transportation Act, as amended from time to time, (e) oil or other petroleum products, (f) any substance whose presence could be detrimental to the Facility, its occupants or visitors, or



the environment, (g) substances requiring special handling, (h) flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chlorofluorocarbons, chemicals known to cause cancer or reproductive toxicity, pollutants and contaminants, (i) any infectious and/or hazardous medical waste as the same may be determined from time to time, and (j) any other substances declared to be hazardous or toxic under Environmental Laws (hereinafter defined) now or hereafter enacted or promulgated by any Authorities (hereinafter defined).

#### 14.2 Tenant's Restrictions. Tenant shall not cause:

(a) Violations. Any violation of any federal, state and local laws, ordinances, regulations, directives, orders, notices and requirements applicable to Tenant now or hereafter enacted or promulgated regulating the use, generation, storage, handling, transportation, or disposal of Hazardous Substances ("Environmental Laws"), now or hereafter enacted, related to environmental conditions on, under, or about the Community Center Premises and/or the Facility, arising from Tenant's use or occupancy of the Community Center Premises, Tenant's Property, including, but not limited to, soil and ground water conditions; and/or

(b) Use. The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Community Center Premises, the and/or the Facility, other than those cleaning solvents, pesticides, lubricants and the like in amounts typically used in multipurpose use community facilities, and then only as permitted under applicable Environmental Laws, or the transportation to or from the Community Center Premises of any Hazardous Substances, without the prior written consent of Landlord, such consent to be granted or withheld in Landlord's sole and absolute discretion, and, if granted, Tenant's activities shall be in strict compliance with all Environmental Laws.

#### 14.3 Affirmative Obligations.

(a) Compliance with Environmental Laws. Tenant shall, at Tenant's own expense, comply with all Environmental Laws applicable to Tenant and to Tenant's use of the Community Center Premises. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all federal, state and local governmental and regulatory authorities (singularly, an "Authority" or collectively, the "Authorities") under the Environmental Laws. Tenant shall promptly provide Landlord with a copy of all such submissions and information requests. Notwithstanding any other term or condition hereof, Landlord recognizes and acknowledges that Tenant or its agents may use and store within the Facility reasonable quantities of customary office and cleaning supplies; provided such items are stored, use and disposed of in accordance with Environmental Laws.

(b) Clean-Up Plans. Should any Authority demand that a removal or clean-up plan be prepared and that a removal or clean-up be undertaken because of any deposit, spill, discharge, release, misuse, prohibition on continued use, act or failure to act with respect to any Hazardous Substances arising out of Tenant's actions during its occupancy of the Community Center Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Tenant shall carry out all such removal and clean-up plans within the time limits set by such Authority. Tenant shall promptly provide

Landlord with copies of notices received from any Authority, and of all removal and clean-up plans, bonds, and related matters.

(c) Information Requests. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances by Tenant that is required hereunder or is reasonably requested by Landlord. Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems reasonably necessary or appropriate to determine the applicability of the Laws to the Community Center Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's reasonable request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Laws shall constitute a waiver of any of Tenant's obligations under this Section 14.

14.4 Survival of Obligations. Tenant's obligations and liabilities under this Section 14 shall survive the expiration or earlier termination of this Lease.

14.5 Landlord's Representation. Landlord represents and warrants that to the best of its knowledge and belief, Landlord has not received any notice regarding the presence of Hazardous Materials on, in or under the Community Center Premises or the Facility. Landlord covenants not to bring onto the Community Center Premises or the Facility, any Hazardous Materials, other than those cleaning solvents, pesticides, lubricants and the like in amounts typically used in multipurpose use community facilities, and then only as permitted under applicable Environmental Laws. Landlord shall, at Landlord's own expense, comply with all Environmental Laws applicable to Landlord and to Landlord's use of the Facility. Landlord shall, at Landlord's own expense, comply with all requirements of the Authorities under the Environmental Laws. Should any Authority demand that a removal or clean-up plan be prepared and that a removal or clean-up be undertaken because of any deposit, spill discharge, release, misuse, prohibition on continued use, act or failure to act with respect to any Hazardous Substances arising out of Landlord's use or occupancy of the Facility, then Landlord shall, at Landlord's own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Landlord shall carry out all such removal and clean-up plans within the time limits set by any Authority. Landlord shall promptly provide Tenant with copies of notices received from any Authority or third party, and all removal and clean-up plans, bonds and related matters. Landlord's covenants shall survive the expiration or earlier termination of the Lease.

## 15. DEFINITIONS

15.1 Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions. The Parties herein for convenience have been referred to in the neuter form.

15.2 Term. Wherever the phrase "Term" is used in this Lease, it shall refer to the Term described in Section 1.2(a) and 1.3(a) and any extensions and renewals thereof, unless the context clearly requires otherwise.

15.3 Tenant's Property. Wherever the phrase “Tenant's Property” is used in this Lease, it shall refer to the personal property owned by Tenant and located within the Community Center Premises, unless the context clearly requires otherwise.

## 16. SPECIAL PROVISIONS; EXHIBITS

16.1 Incorporation in Lease. It is agreed and understood that the Recitals and all special provisions and Exhibits referred to in Section 1.8, and attached hereto, form an integral part of this Lease and are hereby incorporated by reference.

16.2 Conflicts. If there is a conflict between a specific provision hereto and the Exhibits or General Provisions of this Lease, the specific provision shall govern. If there is a conflict between the Exhibits and the General Provisions, the Exhibits shall govern. If there is a conflict between the provisions contained in this Lease, and the general policies and procedures contained in APS Policy Implementation Procedures or any memoranda of understanding or memoranda of agreement between the parties, as amended from time to time, then the provisions of this Lease shall prevail over the general policies and procedures.

## 17. CAPTIONS

All section and paragraph captions herein are for the convenience of the Parties only, and neither limit nor amplify the provisions of this Lease.

## 18. BINDING EFFECT OF LEASE; EFFECTIVE DATE

This Lease shall become effective and binding only upon execution and delivery by both Parties, and shall be enforceable in accordance with its terms from and after the date this Lease is fully executed and delivered by the Parties.

## 19. FORCE MAJEURE

If Landlord or Tenant is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, labor dispute, inability to procure materials or any cause beyond Landlord's or Tenant's reasonable control (whether similar or dissimilar to the foregoing named events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay or prevention.

## 20. INTENTIONALLY DELETED.

## 21. INTENTIONALLY DELETED.

## 22. RELATIONSHIP OF THE PARTIES

Nothing in this Lease shall be interpreted or construed as creating any partnership, joint venture, agency or any other relationship between the Parties, other than that of Landlord and Tenant.

## 23. APPROPRIATION OF FUNDS

Notwithstanding any other term or condition of this Lease, all of Landlord's and Tenant's respective obligations under this Lease are subject to appropriation of funds by the County Board of Arlington County, Virginia and by the Arlington School Board for the specific purpose of satisfying the payment and performance of such obligations. In the event that funds are not appropriated at the beginning of any party's fiscal year for the specific purpose of satisfying the obligations under this Lease, then this Lease shall become null and void and shall terminate on the last day of the fiscal year for which appropriations were received for such purpose, without any termination fee or other liability whatsoever to either party. If funds for either party's obligations under this Lease are not appropriated, then the Tenant shall vacate the Community Center Premises prior to the beginning of the Tenant's next fiscal year.

It is agreed by both of the Parties that, notwithstanding any provision in this Lease to the contrary, this clause shall supersede any and all obligations imposed by any other provision of this Lease or the Exhibits or any Addenda hereto. No subsequent Amendment of, or Addendum to, this Lease shall compromise the full legal implication of this Section between the Parties hereto.

## 24. ROLE OF THE TENANT/TENANT DECISIONS; NO WAIVER

Landlord hereby acknowledges that Tenant has entered into this Lease in its role as tenant under the Lease and not as a governing authority. Accordingly, the Tenant's execution of this Lease shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, including without limitation, for the occupancy of the Community Center Premises, or for any other governmental approval or consent required to be obtained by Landlord. Whenever in this Lease, Tenant is required to join in, consent, give its approval, or otherwise act under this Lease, it is understood that such obligations are meant to apply to the Tenant acting in its capacity as a tenant and not in its capacity as a governing authority. Further, Landlord hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by Tenant pursuant to this Lease, whether or not specifically contemplated hereunder, may be taken by the County Manager or his designee or body pursuant to any means, mechanism or process as determined by Arlington County in its sole discretion, and Landlord shall have no right to question or challenge the propriety, authority or legality of any such Arlington County official or body, or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder by Tenant. Notwithstanding the foregoing, nothing in this Lease shall be construed to waive any of Tenant's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Facility or Community Center Premises, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or other fees, or any other power, right or obligation whatsoever.

25. NO WAIVER OF SOVEREIGN IMMUNITY BY TENANT OR LANDLORD

Notwithstanding any other provision of this Lease to the contrary, nothing in this Lease nor any action taken by Landlord or Tenant pursuant to this Lease nor any document which arise out of this Lease shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of Landlord, Tenant, or of either party's elected and appointed officials, officers and employees.

26. NO RIGHTS IN THIRD PARTIES

Landlord and Tenant mutually agree that no provision of this Lease shall create in the public, or in any person or entity other than those signing this Lease as Parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Lease or otherwise.

27. NO INDEMNIFICATION OR HOLD HARMLESS

Notwithstanding any other term or provision of this Lease to the contrary, Tenant shall have no obligation to explicitly or implicitly indemnify or hold harmless the Landlord or any third party or parties from any liability whatsoever. Notwithstanding any other term or provision of this Lease to the contrary, Landlord shall have no obligation to explicitly or implicitly indemnify or hold harmless the Tenant or any third party or parties from any liability whatsoever.

28. APPROVAL OF LEASE BY THE PARTIES

28.1 Approval by Landlord.

This Lease shall not become effective unless and until the Arlington County School Board ("School Board") approves this Lease. Such approval by the School Board shall be evidenced by the execution of this Lease by the Chair of the Arlington County School Board, a duly authorized member thereof or other person designated by the School Board. Upon the execution and delivery by Landlord of a Lease that is acceptable to the School Superintendent, the School Superintendent shall use reasonable efforts to promptly obtain the approval of the School Board to the Lease consistent with the School Board process for the review and submission of documents to the School Board for consideration. If this Lease is not approved by the School Board, then no liability whatsoever shall accrue to the Landlord or Tenant, and the Parties shall have no obligations whatsoever to each other.

28.2 Approval by Tenant.

This Lease shall not become effective unless and until the County Board approves this Lease. Such approval by the County Board shall be evidenced by the execution of this Lease by the County Manager or other person designated by the County Board. Upon the execution and delivery by Landlord of a Lease that is acceptable to the County Manager, the County Manager shall use reasonable efforts to promptly obtain the approval of the County Board to the Lease

consistent with the County process for the review and submission of documents to the County Board for consideration. If this Lease is not approved by the County Board, then no liability whatsoever shall accrue to the Landlord or Tenant, and the Parties shall have no obligations whatsoever to each other.

29. INTENTIONALLY DELETED.

30. ENTIRE AGREEMENT; MODIFICATION

This Lease and all Exhibits incorporated herein by reference are intended by the Parties as a final expression of their agreement and a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties or their officers, partners, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease, the Exhibits and the Specific Provisions. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the Parties, their agents or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease, the Exhibits and the Specific Provisions. Tenant hereby acknowledges that Landlord and Landlord's employees made no representations, warranties, understandings or agreements pertaining to the condition of the Facility or the Community Center Premises, or otherwise, which have induced Tenant to execute, or have been relied upon by Tenant in the execution of this Lease, other than those specifically set forth herein. This Lease can be modified only by a writing signed by both Parties hereto that specifically references this Lease. The Lease and Exhibits may not be amended, modified, changed or terminated in whole or in part, in any manner other than by an agreement in writing approved by The County Board of Arlington County, Virginia and by the Arlington County School Board, and duly signed by all properly authorized individuals of the Parties to this Lease. The language of this Lease shall in all cases be construed as a whole and according to its fair meaning, and not strictly for or against either Landlord or Tenant. The interpretation or construction of this Lease shall be unaffected by any argument or claim, whether or not justified, that this Lease has been prepared, wholly or in substantial part, by or on behalf of Landlord or Tenant. Any consent or approval required or desired of Landlord, or any decision under this Lease committed to the discretion of Landlord hereunder, shall not be unreasonably withheld, delayed, conditioned or exercised by Landlord unless the provision of this Lease requiring such consent or approval, or decision under this Lease committed to the discretion of Landlord, expressly states otherwise. In the event of a conflict between the terms of this Lease, as it may be amended, and the terms of the Joint Use Memorandum of Understanding, Charles R. Drew Model School and Community Center between the Parties, as same may be amended, the provisions of this Lease, as it may be amended, shall control.

31. GOVERNING LAW; PROPER FORUM; SEVERABILITY

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereto agree that all disputes arising hereunder shall be brought in the Circuit Court of Arlington County, Virginia, which shall be the proper forum for any dispute arising hereunder, and in no other courts. The unenforceability, invalidity, or illegality

of any provision herein shall not render any other provision herein unenforceable, invalid, or illegal.

### 32. RECORDATION

Landlord and Tenant hereby agree, within twenty (20) days after written request from the other Party, to execute and deliver a reasonable and customary memorandum or notice of this Lease for recordation in the real estate records of Arlington County, Virginia. All fees, costs, taxes and expenses in connection with the filing and recording of any memorandum hereof shall be the sole obligation of the requesting party.

IN WITNESS WHEREOF, Landlord has caused this Lease to be signed pursuant to the provisions of Section 28.1 hereof, and Tenant has caused this Lease to be signed pursuant to the provisions of Section 28.2 hereof.

**WITNESS:**

**LANDLORD:**

**ARLINGTON COUNTY SCHOOL BOARD**, a body  
corporate and politic

\_\_\_\_\_  
Name:

By: \_\_\_\_\_(SEAL)  
Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESS:**

**TENANT:**

**THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**, a body corporate and politic

\_\_\_\_\_  
Name:

By: \_\_\_\_\_(SEAL)  
Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney


# EXHIBIT A

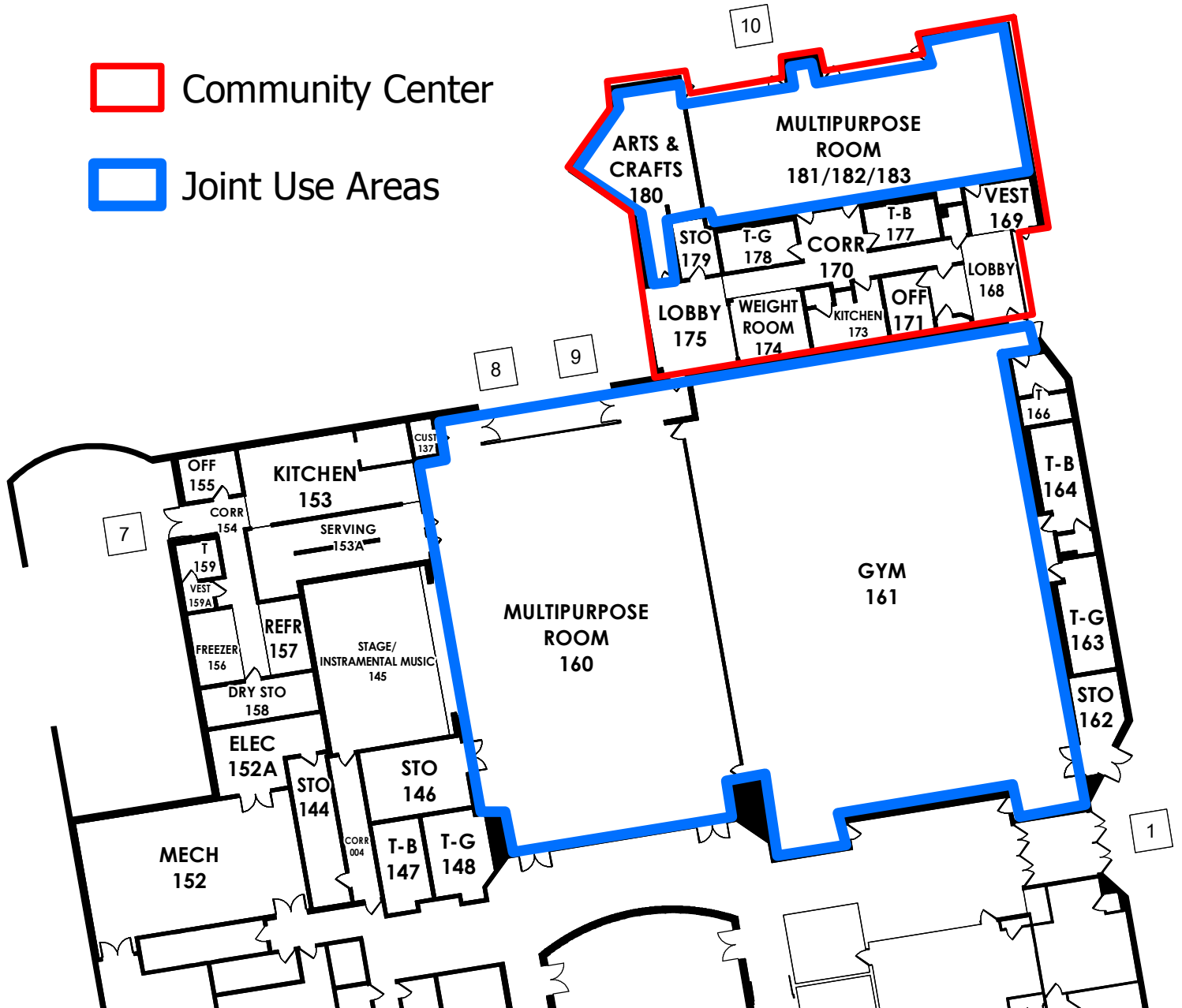
## Drew Elementary School

3500 South 23rd Street

First Floor SY2017-18

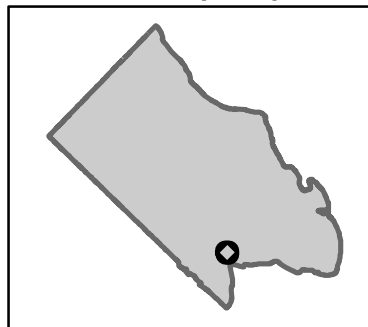
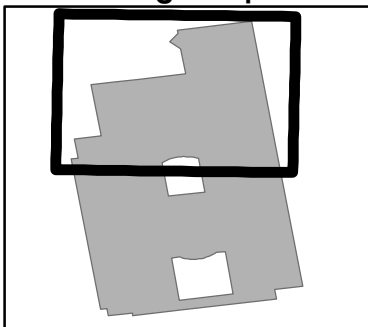
 Community Center

 Joint Use Areas



Building Footprint

Vicinity Map



Feet  
0 15 30



Arlington  
Public  
Schools

Disclaimer: This document is provided for information and discussion only. The information contained herein is subject to change.



## EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this "**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **ARLINGTON COUNTY SCHOOL BOARD**, a body corporate and politic ("**School Board**") and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**") (jointly, the "**Parties**").

### RECITALS:

- R-1. Charles R. Drew Model School and Community Center (known respectively as the "**School**" and the "**Community Center**", and jointly as the "**Facility**") was constructed by Arlington Public Schools and Arlington County in 2002 as a shared use facility for the purpose of fulfilling the educational needs of Arlington students of all ages and serving the recreational needs of the community;
  
- R-2. The Facility is located at 3500 23<sup>rd</sup> Street South, Arlington, Virginia, 22206, a portion of which is located on RPC #31026011, a parcel owned in fee simple by the School Board, by instruments recorded in Deed Book 665 at Page 61, Deed Book 1450 at Page 568, Deed Book 1462 at Page 364, Deed Book 1053 at Page 168, Deed Book 1008 at Page 205, Deed Book 1031 at Page 24, Deed Book 1443 at Page 267, Deed Book 1053 at Page 208, Deed Book 1053 at Page 205, Deed Book 1062 at Page 145, Deed Book 1457 at Page 222, Deed Book 1455 at Page 375, Deed Book 1462 at Page 370, Deed Book 1462 at Page 367, Deed Book 1463 at Page 297, Deed Book 1457 at Page 618, Deed Book 1473 at Page 118, Deed Book 661 at Page 138, Deed Book 1450 at Page 568, Deed Book 1443 at Page 283, Deed Book 1458 at Page 76 and Deed Book 1594 at Page 301 among the land records of Arlington County, Virginia ("**School Property**"), and a portion of which is located on RPC #31021002, a parcel owned in fee simple by the County, by deeds recorded in Deed Book 1353 at Page 303, Deed Book 1368 at Page 599, Deed Book 1368 at Page 599, and Deed Book 1697 at Page 591, and a parcel located on RPC# 31020006, known as Lots Thirty-Two (32), Thirty Three (33) and Thirty-Four (34), in Block lettered "H", of the subdivision called "Town of Nauck", as shown on the plat of said subdivision recorded in Deed Book B-4, at Page 440, among the Land Records owned in fee simple by the County, by deeds recorded in Deed Book 1356 at Page 367 and Deed Book 1572 at Page 5, among the land records of Arlington County, Virginia ("**County Property**"). The School Property and the County Property are sometimes jointly herein referred to as the "**Properties**".
  
- R-3. On July 30, 2008, the Parties entered into a License Agreement ("**License Agreement**") granting to the County the temporary right and license from the School Board to use, upon certain terms, 68,625 square feet of the School Property, more or less, for immediate construction of a new park for the community ("**Drew Park**"), together with the non-exclusive use, on a first come, first served basis, of the parking area for the parking of motor vehicles, until the terms of an agreement to exchange properties and a lease for a portion of the Facility could be finalized by the Parties;

- R-4. In order to better align the ownership of the Properties with their current and expected future uses, the Parties desire to enter into this Agreement to exchange portions of the Properties, setting forth the terms and conditions upon which the County will convey its fee simple interest in a portion of the County Property to the School Board, and the School Board will convey its fee simple interest in a portion of the School Property to the County;
- R-5. In partial consideration of the exchange of portions of the Properties, the School Board, as Landlord, has agreed to enter into a lease ("**Lease**") with the County, as Tenant, for certain areas of the Facility, as particularly described in the Lease, together with a non-exclusive license to use certain shared use areas and the non-exclusive use, on a first come, first served basis, of the Facility's parking area (the "**Parking Area**") for the parking of motor vehicles, in order to memorialize the rights and obligations of the Parties with regard to the continued joint use of the Facility and maximize the use of the Facility as a community asset; and
- R-6. The Parties desire to correct certain street dedications on portions of S. 23<sup>rd</sup> Street and S. Lowell Street surrounding the School Property by the School Board, dedicating to the County certain areas of the School Property for street and sidewalk purposes, and to dedicate easements for public storm sewer and public water line easements to provide for maintenance of existing public facilities, all as more particularly described in the Deed of Resubdivision and Conveyance; and
- R-7. In addition, the County desires to convey certain properties to the School Board identified as Lots 32, 33 and 34 (RPC# 31020006), Block H, Nauck, recorded in Deed Book B-4 at Page 440, and Lots 41, 42 and 43, Block H, Nauck recorded in Deed Book 1353 at Page 303, Deed Book 1368 at Page 599 and Deed Book 1697 at Page 591 (collectively, "Additional Property").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the School Board and the County, and of other good and valuable consideration hereinafter set forth, the Parties hereto, intending to be legally bound, agree as follows:

1. Incorporation. The Recitals set forth herein are hereby incorporated by this reference to be a part of this Agreement.

2. The Property to be Exchanged.

(a) County Exchange Property. The fee simple ownership interest in the following described portion of the County Property and Additional County Property will be conveyed by the County to the School Board, with a reservation by the County for utility easements for all existing water, sewer and storm drainage lines, in accordance with the provisions of this Agreement:

A portion of that certain parcel of land, situated, lying and being in Arlington County, Virginia designated as RPC #31021002, and more particularly depicted as "Parcel C-1" and Lots 32, 33, 34, 41, 42 and 43, Block H, Nauck on the plat attached as **Exhibit A** to this Agreement and incorporated herein by reference ("**County Exchange Property**").

(b) School Exchange Property. The fee simple ownership interest in the following described portions of the School Property will be conveyed to the County in accordance with the provisions of this Agreement:

A portion of that certain parcel of land situated, lying and being in Arlington County, Virginia designated as RPC #31026011, and more particularly depicted as "Parcel B-1" on the plat attached as **Exhibit A** to this Agreement and incorporated herein by reference ("**School Exchange Property**").

3. Resubdivision and Dedication of County Property and School Property. Subject to the other provisions of this Agreement, and in order to effect the exchange of properties and the dedications described in subparagraph 3(b) below, the County and the School Board hereby agree that, at Closing (defined in Paragraph 7 below) hereunder, the County and the School Board each shall execute a Deed of Resubdivision, Vacation, Rededication and Conveyance, Dedication for Public Street and Utilities Purposes and Dedication of PUBli Storm Sewer Easement and Public Water Line Easement ("Deed of Resubdivision and Dedication") substantially in the form attached hereto and incorporated herein by reference designated as **Exhibit B** to resubdivide and dedicate portions of the County Property and the School Property as follows:

(a) RPC #31021002 into "Parcel C-1", as more particularly described and depicted on the plat attached as **Exhibit A**; and

(b) RPC #31026011 into "Parcel A-1"; "Parcel B-1"; a portion to be dedicated for S. 23<sup>rd</sup> Street; and a portion to be dedicated for S. Lowell Street, all as more particularly described and depicted in **Exhibit A**. The portions of RPC #31026011 to be dedicated for S. 23<sup>rd</sup> Street and S. Lowell Street and areas designated for public storm sewer easement and public water line easement described above are sometimes jointly referred to hereinafter as the "**Dedication Property**".

4. Exchange of Properties and Additional Consideration. In accordance with the terms of this Agreement:

(a) The County agrees to convey its fee simple ownership interest in the County Exchange Property to the School Board;

(b) The School Board agrees to convey its fee simple ownership interest in the School Exchange Property to the County;

(c) The School Board agrees to lease to the County certain areas of the Facility, together with a non-exclusive license to use certain shared use areas and non-exclusive use, on a first come, first served basis, of the parking area for the parking of motor vehicles, all subject to terms and conditions of the Lease, a copy of which is attached hereto as **Exhibit C**;

(d) The School Board agrees to dedicate to the County the Dedication Property, as described in subparagraph 3(b) above;

(e) The School Board agrees to convey utility easements to the County for all existing water, sanitary sewer and storm drainage lines on School Property, as shown on Exhibit A attached hereto, for the purposes of operation, maintenance, repair and replacement of such utilities.

5. Title – County Exchange Property.

(a) The School Board has obtained a title commitment from a title insurance company selected by the School Board, Commitment No. **A1800216-TD**, issued by Walker Title Insurance Company (the "**School Board's Title Company**"), with an effective date of February 1, 2018, committing such company to issue an ALTA title policy insuring the County Property in accordance with the terms and conditions of such commitment (the "**County Exchange Property Title Commitment**"). A true and accurate copy of the County Exchange Property Title Commitment is attached to this Agreement as **Exhibit D**. The School Board has delivered to the County a copy of the County Exchange Property Title Commitment.

(b) At Closing, title to the County Exchange Property shall be marketable, good of record and in fact, free and clear of deeds of trust, monetary judgments, liens, indebtedness or encumbrances, and insurable by the School Board's Title Company and shall be conveyed to the School Board by special warranty substantially in the form attached hereto and made a part hereof as **Exhibit B**. Notwithstanding the foregoing, the School Board shall accept title to the County Exchange Property subject to the following:

(i) Execution and delivery of such funds, agreements, affidavits, and documents as may be necessary to satisfy the requirements applicable to the County in Schedule B-1, Section 1 of the County Exchange Property Title Commitment and the removal of the Standard Exceptions of Schedule B, Section 2 of the County Exchange Property Title Commitment.

(ii) The County Exchange Property Permitted Exceptions. The phrase "**County Exchange Property Permitted Exceptions**" shall mean: (1) the lien of real estate taxes not yet due and payable; (2) all matters described in the County Exchange Property Title Commitment or of record as of the effective date of such Title Commitment (excluding: the requirements set forth in Schedule B, Section 1 of the County Exchange Property Title Commitment; mortgages, deeds of trust or other monetary liens encumbering the County Exchange Property; and the Standard Exceptions set forth in Schedule B, Section 1 of the County Exchange Property Title Commitment); (3) all matters that would be shown by an accurate survey or an inspection of the County Exchange Property, including, but not limited to, easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (4) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the County Exchange Property; (5) any matters agreed to in writing between the School Board and County prior to Closing; (6) any title exception created directly or indirectly by any act or omission of the School Board or its representatives, agents, employees or invitees; and (7) the Lease.

(c) The County shall, at its sole expense, remove any title exceptions as to the title of the County Exchange Property other than County Exchange Property Permitted Exceptions as the same appear after February 1, 2018, which is the effective date of the County Exchange Property Title Commitment. So long as the County is actively pursuing the removal of such title exceptions in good faith, the Closing Date shall be extended until such title exceptions are corrected, at the sole option of County. If, at any time, the School Board concludes that such title exceptions cannot be removed, or are not being removed in a timely and satisfactory fashion, then the School Board may, by written notice the

County, declare this Agreement void. Thereafter, neither party will have further rights, responsibilities, or liabilities whatsoever hereunder or to each other.

(d) From and after the Effective Date of this Agreement, County shall not, either by commission or omission, grant, cause or permit any easements or covenants on, or otherwise encumber the County Exchange Property, without the prior written consent of the School Board.

6. Title – School Exchange Property and Dedication Property.

(a) The County has obtained a title commitment from a title insurance company selected by the County, Title Commitment No. **A1800217-TD**, issued by First American Title Insurance Company (the "**County's Title Company**"), with an effective date of February 1, 2018 at 8:00 a.m., committing such company to issue an ALTA title policy insuring the School Exchange Property and the Dedication Property in accordance with the terms and conditions of such commitment (the "**School Exchange Property Title Commitment**"). A true and accurate copy of the School Exchange Property Title Commitment is attached to this Agreement as **Exhibit E**. The County has delivered to the School Board a copy of the School Exchange Property Title Commitment.

(b) At Closing, title to the School Exchange Property and the Dedication Property shall be marketable, good of record and in fact, free and clear of deeds of trust, monetary judgments, liens, indebtedness or encumbrances, and insurable by the County's Title Company and shall be conveyed to the County by special warranty substantially in the form of the Deed of Resubdivision and Dedication attached hereto and made a part hereof as **Exhibit B**. The Dedication Property shall be dedicated by the School Board to the County by Deed of Resubdivision and Dedication. Notwithstanding the foregoing, the County shall accept title to the School Exchange Property and the Dedication Property subject to the following:

(i) Execution and delivery of such funds, agreements, affidavits, and documents as may be necessary to satisfy the requirements applicable to the School Board in Schedule B, Section 1 of the School Exchange Property Title Commitment and the removal of Exceptions 1 through 4 of Schedule B, Section 2 of the School Exchange Property Title Commitment.

(ii) The School Exchange Property Permitted Exceptions. The phrase "**School Exchange Property Permitted Exceptions**" shall mean (1) the lien of real estate taxes not yet due and payable; (2) all matters described in the School Exchange Property Title Commitment or of record as of the effective date of such Title Commitment (excluding: the requirements set forth in Schedule B, Section 1 of the School Exchange Property Title Commitment; mortgage, deeds of trust or other monetary liens encumbering the School Exchange Property and the Exceptions 1 through 4 set forth in Schedule B, Section 2 of the School Exchange Property Title Commitment); (3) all matters that would be shown by an accurate survey or an inspection of the School Exchange Property and the Dedication Property, including, but not limited to, easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (4) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the School Exchange Property and the Dedication Property; (5) any matters agreed to in writing between the School Board and County prior to Closing;

and (6) any title exception created directly or indirectly by any act or omission of the County or its representatives, agents, employees or invitees.

(c) The School Board shall, at its sole expense, remove any title exceptions as to the title of the School Exchange Property and the Dedication Property other than School Exchange Property Permitted Exceptions as the same appear after February 1, 2018 at 8:00 a.m., which is the effective date of the School Exchange Property Title Commitment. So long as the School Board is actively pursuing the removal of such title exceptions in good faith, the Closing Date shall be extended until such title exceptions are corrected, at the sole option of County. If, at any time, the County concludes that such title exceptions cannot be removed, or are not being removed in a timely and satisfactory fashion, then the County may, by written notice to the School Board, declare this Agreement void. Thereafter, neither party will have further rights, responsibilities, or liabilities whatsoever hereunder or to each other.

(d) From and after the Effective Date of this Agreement, the School Board shall not, either by commission or omission, grant, cause or permit any easements or covenants on, or otherwise encumber the School Exchange Property or the Dedication Property nor enter into any lease of any portion of the School Property to be leased under the Lease, without the prior written consent of County.

7. Closing. Closing (the "**Closing**") shall occur at the offices of the Walker Title & Escrow Company, Inc. ("**Walker Title**" or "**Settlement Agent**"). Closing shall occur on a date mutually selected by the Parties, which date shall in no event be later than sixty (60) days following the date that this Exchange Agreement has been approved by both the School Board and the County and executed and delivered by and between the Parties (the "**Date of Closing**" or "**Closing Date**"), unless such Closing Date is extended by the Parties, in which event the Real Estate Bureau Chief is authorized to extend the Closing Date on behalf of the County. Notwithstanding the foregoing, in no event shall Closing take place more than 365 days following the date that the Exchange Agreement has been finally approved by the School Board and the County and executed and delivered by and between the Parties, unless agreed by the Parties by written amendment of this Agreement.

8. Conditions Precedent to Obligations of the School Board. The obligation of the School Board to proceed to Closing on the County Exchange Property in accordance with this Agreement shall be subject to the following conditions (all or any of which may be waived, in whole or in part, by the School Board):

(a) A notice shall be delivered to the County that the School Board has executed this Agreement and such notice shall be delivered to the County accompanied by fully executed duplicate originals of this Agreement for presentation to the County.

(b) Title to the County Exchange Property shall be as required by Paragraph 5 of this Agreement.

(c) The County is the fee simple owner of the County Exchange Property.

(e) The County shall have performed and complied with all of the covenants and conditions required by this Agreement to be performed or complied with at, or prior to, Closing.

9. Conditions Precedent to Obligation of County. The obligation of County to proceed to Closing on the School Exchange Property and the Dedication Property in accordance with this Agreement shall be subject to the following conditions (all or any of which may be waived by County):

(a) A notice shall be delivered to the School Board that County has executed this Agreement and such notice shall be accompanied by a fully executed copy of this Agreement.

(b) Title to the School Exchange Property and the Dedication Property shall be as required by Paragraph 6 of this Agreement.

(c) The School Board is the fee simple owner of the School Exchange Property and the Dedication Property.

(e) The School Board shall have performed and complied with all of the covenants and conditions required by this Agreement to be performed or complied with at, or prior to, Closing.

10. Closing Costs – Conveyance of County Exchange Property to the School Board. With respect to the County Exchange Property, examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and the School Board's attorney's fees are to be the cost of the School Board. The County shall pay for its own attorney's fees and costs, for preparation of the deed for the County Exchange Property, the Virginia grantor tax on the County Exchange Property, if such tax is applicable to this transaction, a reasonable settlement fee, the release of any liens or encumbrances against the County Exchange Property, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters relating to the County Exchange Property. Water, sewer, utility and all other charges are to be pro-rated as of the Closing Date.

11. Closing Costs – Conveyance of School Exchange Property to County and Dedication of the Dedication Property to the County. With respect to the School Exchange Property and the Dedication Property, examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and the County's attorney's fees are to be the cost of the County. The School Board shall pay for its own attorney's fees and costs, for preparation of the deed for the School Exchange Property, the Virginia grantor tax on the School Exchange Property, if such tax is applicable to this transaction, a reasonable settlement fee, the release of any liens or encumbrances against the School Exchange Property and the Dedication Property, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters relating to the School Exchange Property and the Dedication Property. Water, sewer, utility and all other charges are to be pro-rated as of the Closing Date.

12. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when (i) hand-delivered by personal delivery; or (ii) upon receipt from Federal Express or other delivery service; or (iii) when received by registered or certified mail (return receipt requested, first-class postage prepaid), in either case addressed to the parties as follows:

If to County:

The County Board of Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 300

Arlington, Virginia 22201

with a required copy to: County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201

with a required copy to: Real Estate Bureau Chief  
Department of Environmental Services  
2100 Clarendon Blvd, Suite 800  
Arlington, Virginia 22201

with a required copy to: Director,  
Department of Parks and Recreation  
2100 Clarendon Boulevard, Suite 414  
Arlington, Virginia 22201

with required copy to: Park Development Div. Chief  
Department of Parks and Recreation  
2100 Clarendon Boulevard, Suite 414  
Arlington, Virginia 22201

If to School Board: Superintendent  
Arlington County Public Schools  
2100 Washington Boulevard  
Arlington, VA 22204

with required copy to: Assistant Superintendent for Facilities and Operations  
Arlington County School Board  
2770 S. Taylor Street  
Arlington, Virginia 22206

with a copy to: Arlington Public Schools  
Assistant Superintendent for Finance  
2100 Washington Boulevard  
Arlington, Virginia 22204

or in each case to such other address as either Party may from time to time designate.

13. Damage, Condemnation or Distribution of Property Pending Closing. The risk of loss with respect to each of the Properties shall remain with the owner thereof until the delivery of the deeds at the Closing hereunder.

14. Possession. On the Date of Closing, the County shall deliver possession of the County Exchange Property free of occupancies or tenancies, except for the County's tenancy under the Lease by the School Board to the County. On the Date of Closing, the School Board shall deliver the School Exchange Property and the Dedication Property to the County free of occupancies or tenancies, except for the County's occupancy under the License Agreement.



15. Deliveries at Closing – Conveyance of County Exchange Property to the School Board.

(a) County's Deliveries. At Closing, County shall deliver to the Settlement Agent the following original documents, each fully and properly executed and acknowledged (as required by the School Board's Title Company) with respect to the County Exchange Property, which deliveries shall be concurrent with the deliveries described in Paragraph 16 of this Agreement.

(i) A Deed of Resubdivision and Dedication substantially in the form of **Exhibit B** attached hereto, resubdividing, dedicating and conveying portions of the County Property and the School Property;

(ii) The Lease, substantially in the form of **Exhibit C** attached hereto, leasing certain areas of the Facility from the School Board to the County;

(iii) Such funds as required by Paragraph 10 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(iv) A copy of appropriate resolution or action of the County reflecting the authorization of the transactions herein by County;

(v) Such Owner's affidavits and other documents and instruments as are reasonably required by the School Board's Title Company for the elimination of any standard or printed exceptions in the School Board's final policy of title insurance, including, without limitation, the exception for unfiled mechanics' liens, parties in possession and unrecorded easements;

(vi) A Settlement Statement, as prepared by the Settlement Agent; and

(vii) Such other documents as are required to be delivered by County pursuant to this Agreement.

(b) The School Board's Deliveries. At Closing, the School Board shall deliver to the Settlement Agent, the following items or original documents, each fully and properly executed and acknowledged (as required by the School Board's Title Company) as the case may be, with respect to the County Exchange Property:

(i) Such funds as required by Paragraph 10 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(ii) A Settlement Statement, as prepared by the Settlement Agent; and

(iii) Such other documents as are required by this Agreement.

16. Deliveries at Closing – Conveyance of School Exchange Property and Dedication Property to County.

(a) The School Board's Deliveries. At Closing, the School Board shall deliver to the Settlement Agent the following original documents, each fully and properly executed and acknowledged (as required by County's Title Company) with

respect to the School Exchange Property and the Dedication Property which deliveries shall be concurrent with the deliveries described in Paragraph 15 of this Agreement:

(i) A Deed of Resubdivision and Dedication substantially in the form of **Exhibit B** attached hereto, resubdividing, dedicating and conveying portions of the County Property and the School Property;

(ii) The Lease, in the form of **Exhibit C** attached hereto, leasing certain areas of the Facility from the School Board to the County;

(iii) Such funds as required by Paragraph 11 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(iv) A copy of appropriate resolution reflecting the authorization of the transactions herein by the School Board;

(v) Such Owner's affidavits and other documents and instruments as are reasonably required by County's Title Company for the elimination of any standard or printed exceptions in County's final policy of title insurance, including, without limitation, the exception for unfiled mechanics' liens, parties in possession and unrecorded easements;

(vi) A Settlement Statement, as prepared by the Settlement Agent; and

(vii) Such other documents as are required to be delivered by the School Board pursuant to this Agreement.

(b) County's Deliveries. At Closing, the County shall deliver to the Settlement Agent the following items or original documents with respect to the School Exchange Property and the Dedication Property, each fully and properly executed and acknowledged (as required by the County's Title Company).

(i) Such funds as required by Paragraph 11 of this Agreement, if any, and such other funds as required for Closing, as set forth in this Agreement;

(ii) A Settlement Statement, as prepared by the Settlement Agent; and

(iii) Such other documents as are required under this Agreement.

#### 17. Condition of Properties.

(a) Except for the special warranty of title set forth in the deed, County specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, relating to the County Exchange Property. It is understood by the Parties that the County Exchange Property is being conveyed to the School Board on the Date of Closing in "As Is" "Where Is" condition.

(b) Except for the special warranty of title set forth in the deed, the School Board specifically disclaims any warranty, guaranty or representation, oral or written, past or present, expressed or implied relating to the School Exchange Property and the Dedication Property. It is understood by the Parties that the School Exchange Property is being conveyed to the County, and the Dedication property is being dedicated to County, on the Date of Closing in "As Is" "Where Is" condition.

18. Remedies. If either the County or the School Board wrongfully fails or refuses to perform their obligations under this Agreement, then the County or the School Board, as the case may be, shall have all rights and remedies available under law or equity in the Commonwealth of Virginia.

19. Miscellaneous Provisions

(a) Binding Effect. The County and the School Board, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the School Board nor County shall assign this Agreement without written consent of the other, which consent may be withheld in the sole and absolute discretion of such other party.

(b) Waiver, Modification. Failure by County or the School Board to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof.

(c) Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law. Any dispute between the Parties hereunder shall be brought before the Arlington County Circuit Court.

(d) Headings. The Paragraph headings are herein used for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or the scope of any Paragraph.

(e) Counterparts. If this Agreement shall be executed in two or more counterpart originals, each counterpart original shall be for all purposes considered an original of this Agreement.

(f) Partial Invalidity. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect; and it is the intention of all the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(g) Entire Agreement. This Agreement, together with the other writings signed by the parties and incorporated by reference and together with any instruments to be executed and delivered under this Agreement, constitutes the entire agreement between the parties with respect to the exchange of the County Exchange Property and the School Exchange Property, and the dedication of the Dedication Property to the County, and supersedes all prior oral and written understandings. Amendments to this Agreement shall not be effective unless in writing and signed and delivered by the Parties hereto.

(h) Survival. The representations, warranties, covenants and indemnities contained in this Agreement shall be effective as of the Closing Date and any liability

with respect to breach thereof shall survive the Closing for a period of one (1) year from the date thereof, unless otherwise provided herein.

(i) Notice and Cure. Whenever in this Agreement a party is required to perform any act or deed and any such act or deed has not been performed by the time prescribed under this Agreement, prior to the non-performing party being declared in default under this Agreement the party alleging such non-performance shall be required to provide to the non-performing party written notice of such non-performance which notice shall provide for a period of not less than ten (10) days for the non-performing party to cure such non-performance.

(j) Holidays. Whenever the last day for the performance of any act required by either County or the School Board under this Agreement shall fall upon a Saturday, Sunday, or legal holiday, the date for the performance of any such act shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

(k) Resubdivision and Dedication. To the extent required by this Agreement or by law, the County and the School Board shall, at Closing, resubdivide portions of the County Property and the School Property and dedicate portions of the School Property to public right of ways as specified in Paragraph 3 of this Agreement, prior to the exchange of the County Exchange Property and the School Exchange Property. The County and the School Board agree to cooperate to timely prepare and file all necessary applications, plats and other documentation necessary to affect such resubdivision and dedication of portions the School Property. To the extent required by this Agreement or by law, the County and the School Board shall subdivide the County Property and the School Property, respectively, prior to Closing.

(l) County Board Approval Required. The execution and delivery of this Agreement by the School Board constitutes an irrevocable offer to exchange the Properties. This offer shall become null and void if the County Board does not approve this Agreement within sixty (60) days after the Agreement is executed by the School Board and delivered to the County.

(n) Effective Date. This Agreement shall be effective upon the date last executed by a Party hereto ("**Effective Date**")

**IN WITNESS WHEREOF**, the County and the School Board have caused this Agreement to be executed as of the Effective Date.

**List of Exhibits:**

- |           |  |
|-----------|--|
| Exhibit A | Plat Showing Resubdivision and Dedication of County Property and School Property with Utility Easements to be conveyed to the County |
| Exhibit B | Deed of Resubdivision and Dedication   |
| Exhibit C | Deed of Lease  |
| Exhibit D | County Exchange Property Title Commitment  |
| Exhibit E | School Exchange Property Title Commitment  |

(SEPARATE SIGNATURE PAGES ATTACHED)

Signature Page  
to  
Exchange Agreement

**COUNTY:**

**THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA**, a body corporate and  
politic

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
County Attorney

Signature Page  
to  
Exchange Agreement

**SCHOOL BOARD:**

**ARLINGTON COUNTY SCHOOL BOARD**, a  
body corporate and politic

\_\_\_\_\_  
Date

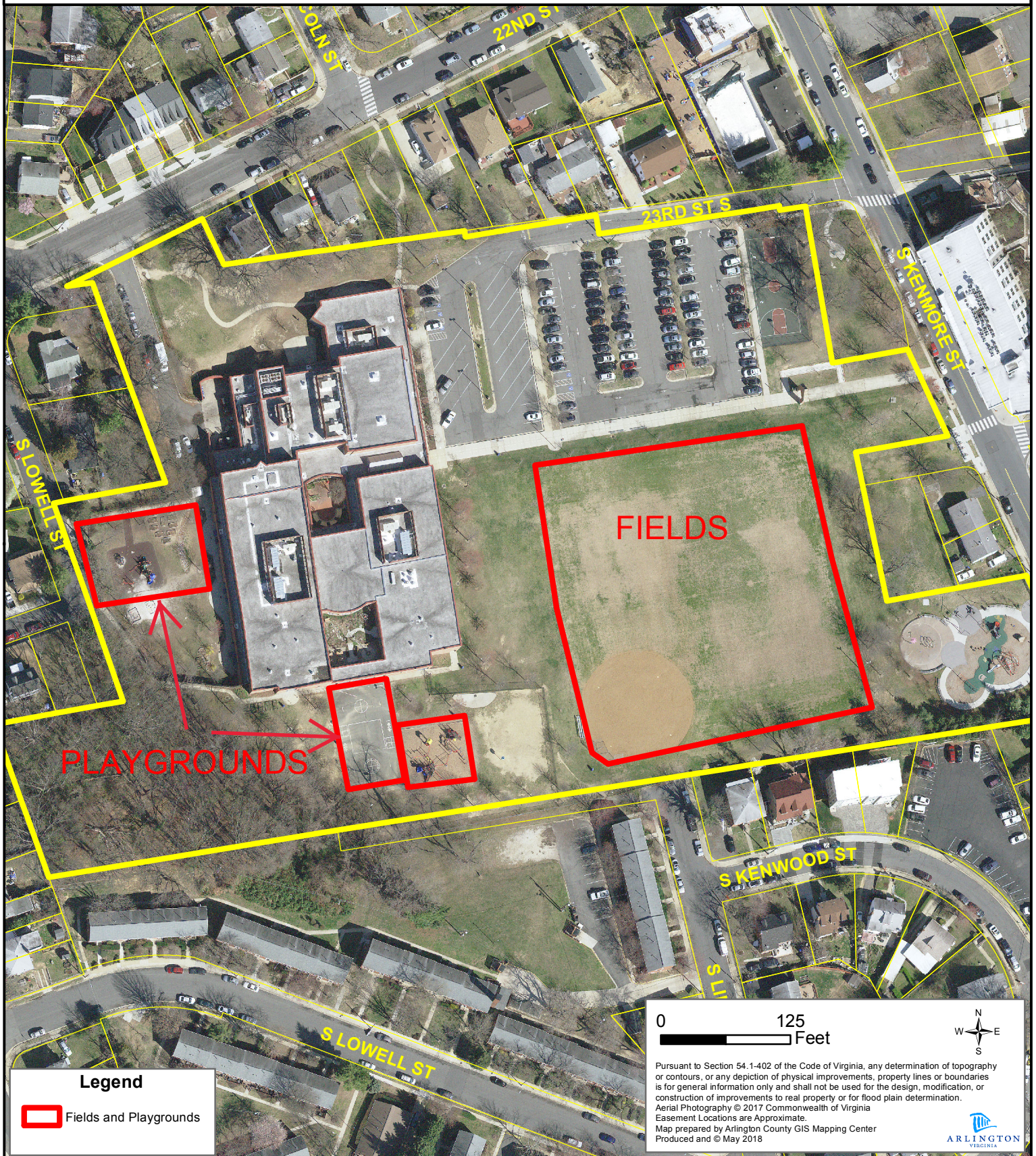
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# EXHIBIT C

## Vicinity Map

### Drew School and Community Center Fields and Playgrounds





**EXHIBIT D**

**CONFIRMATION AS TO COMMENCEMENT DATE AND EXPIRATION DATE AND  
ACCEPTANCE OF POSSESSION OF COMMUNITY CENTER PREMISES**

Attached to and made a part of the Deed of Lease (the "Lease"), dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, entered into by and between **ARLINGTON COUNTY SCHOOL BOARD**, a body corporate and politic, as Landlord, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, as Tenant.

Landlord and Tenant do hereby declare and evidence that the Community Center Premises was accepted by Tenant in its "as is" condition on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. The Lease is now in full force and effect. For the purpose of the Lease, the Commencement Date is confirmed as being \_\_\_\_\_, 20\_\_, and the Expiration Date is confirmed as being \_\_\_\_\_, 20\_\_.

Landlord and Tenant have executed this Confirmation As To Commencement Date and Expiration Date and Acceptance of Possession of the Community Center Premises under seal as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LANDLORD:**

**ARLINGTON COUNTY SCHOOL BOARD**, a body  
corporate and politic

By: \_\_\_\_\_(SEAL)  
Name/Title: \_\_\_\_\_

**TENANT:**

**THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**, a body corporate and politic

By: \_\_\_\_\_(SEAL)  
Name/Title: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN  
ARLINGTON COUNTY AND ARLINGTON PUBLIC SCHOOLS**

*Regarding the operations and joint use of  
Charles R. Drew Model School and Community Center*

The following constitutes a Memorandum of Understanding (“MOU”) between the Board of Arlington County (hereafter identified as the “County”) and the School Board of Arlington County, Virginia (“APS”). The purpose of this MOU is to set forth the agreed upon use of Charles R. Drew Model School and Community Center, 3500 23<sup>rd</sup> Street South, Arlington, Virginia 22206, (“Facility”):

The County and APS intend for this MOU to be in accordance with the respective policies and procedures of each party, and to serve as a dynamic term sheet to be incorporated by reference into that certain Deed of Lease between APS, as Landlord, and the County, as Tenant, dated \_\_\_\_\_, 2018 (“Lease”), for the shared use and operation of the Facility.

The MOU may be amended from time-to-time by mutual agreement of the parties in accordance with the Lease. Once amended, the MOU may be attached as Exhibit E to the Lease without further amendment to the Lease.

Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease.

**I. PREMISES**

The Facility, as described in the Lease, consists of the following sub-sections (as outlined by color) on Exhibit A:

- Community Center Premises: 4,537 square feet (red)
- Joint Use Area: 13,150 square feet (blue)
- Total Building: 100,815 square feet
- Parking Area: 7 reserved spaces (closest to the School) and the remaining unreserved spaces
- Fields

The Community Center Premises includes the following areas:

- Room 168 (Community Center Front Lobby)
- Room 169 (Vestibule)
- Room 171 (Office) and Room 171A (Reception Area/Office)
- Room 173 (Kitchen) and Room 173A (Closet)
- Room 174 (Small MPR)
- Room 175 (Community Center Back Lobby)
- Room 176 (Custodial Closet)
- Room 179 (Storage Room)
- Room 180 (Arts and Crafts)

- Rooms 181, 182, and 183 (three connected rooms together known as the Multi-Purpose Divisible Room)
- Room 170 (Corridor)
- Rooms 177 and 178, restrooms

## II. COMMUNITY CENTER STANDARD OPERATING DAYS AND HOURS

### A. County Exclusive Use of the Community Center:

- 6:00 p.m. – 9:00 p.m. Monday – Friday (year round) and Saturday and Sunday, 8:00 a.m. – 10:00 p.m. (year round); and
- Additional hours between 7 a.m. and midnight, exclusive of legal public holidays recognized as work holidays by County, if scheduled with APS at least 30 days in advance.
- Outside of the Academic School Year: 6:00 a.m. to 6:00 p.m. Monday – Friday.

### B. APS Exclusive Use of the Community Center except for APS holidays are as follows:

- During the Academic School Year as set by the APS, (September to June), 6:00 a.m. (the set up interval for school programs) to 6:00 p.m. Monday – Friday.

## III. JOINT USE AREAS STANDARD DAYS AND OPERATING HOURS

### A. The following areas are “Joint Use Areas” as shown on Exhibits B and C attached to the Lease:

- Room 145 (Stage/Instrumental Music Room),
- Room 160 (Multi-purpose Room),
- Room 161 (Gym),
- Rooms 181-183,
- Room 180
- Playgrounds,
- Fields and
- Parking Areas

The Joint Use Areas have priority use by one Party during specified time periods, as hereinafter described, and with primary maintenance responsibilities as set forth in Article 3 in the Lease. Priority use of certain rooms or areas of the Facility by County or APS is not intended to preclude use by the other party, with the purpose of the Facility being to provide for the educational needs of the students and recreational opportunities for people of all ages in the Arlington, Virginia community. Unless otherwise mutually agreed in writing, the APS and County’s use of the Joint Use Areas, as designated on the Floor Plan attached to the Lease as Exhibits B and C, shall be in accordance with the following schedule:

### B. Schedule of Priority Use of Joint Use Areas:

#### (1) Rooms 145, 160, 161, and 180-183 (“Joint Use Rooms”)

(a) APS Priority Use: During the Academic School Year as set annually, APS shall have priority use and control of the Joint Use Rooms on Monday – Friday from 6:00 a.m. to 6:00 p.m.

(the “Academic Day”). Evening and Saturday APS events which are scheduled pursuant to the Academic School Year Calendar (“APS Event”) shall take priority for use over regularly scheduled County uses; provided, however, that APS shall provide County as a courtesy with not less than five (5) days’ prior written notice of such evening and Saturday school events. During Summer School, APS shall have priority use and control of the Joint Use Rooms until 6:00 p.m., with the exception of those rooms inside the Community Center Premises.

(b) County Priority Use: Except as previously provided, County shall have priority use and control of Joint Use Rooms on Monday – Friday, 6:00 p.m. – 9:00 p.m., and Saturday and Sunday, 8 a.m. – 10 p.m. year round unless otherwise scheduled in advance, an APS Event.

(c) Shared use: During Summer School, APS and County shall share use Joint Use Rooms 160 and 161, Monday – Friday, from the beginning of the Academic Day to end of the Academic Day.

(2) Fields and Playgrounds:

(a) APS Priority Use: During the Academic School Year and Summer School, APS shall have priority use. as designated in Exhibit C of the Lease, from Monday – Friday, during the Academic Day.

(b) At all other times, APS and County shall mutually agree on a shared use schedule for the Fields and Playgrounds.

C. Greater Community Use of Joint Use Areas:

Greater community groups may schedule use of the Joint Use Areas on a space available basis in accordance with the procedures set forth in the APS Policy Implementation Procedures, as amended from time to time.

(1) Joint Use Rooms:

Community use of the Joint Use Rooms will be scheduled by APS through the APS Event Management System (EMS) software. Space available basis will not preempt priority use by APS or priority use by County as specified above. All Use of School Facilities policies and priorities shall apply to use by community groups.

(2) Field use: Community groups requesting use of the Fields may be permitted to use the Fields during non-priority times. Community use of the Field will be scheduled by County through the DPR, Facilities Scheduling Office.

(3.) Playground use: Community groups may be permitted to use the Playgrounds during non-priority times. The Playgrounds shall remain accessible to the public, and all gates shall be kept unlocked, during Community Center and School Operating Hours.

(4.) Parking Areas: Except for the Reserved Spaces and during previously scheduled APS events (such as Back to School Night, Spring Fair, etc.), the Parking Areas shall be

available for use by the community on a first come first served basis at all times after School Operating Hours.

**COUNTY:**  
**THE COUNTY BOARD OF ARLINGTON COUNTY,**  
**VIRGINIA,** a body corporate and politic

\_\_\_\_\_ By: \_\_\_\_\_  
Date Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
County Attorney

**APS:**

**ARLINGTON COUNTY SCHOOL BOARD**, a body  
corporate and politic

\_\_\_\_\_

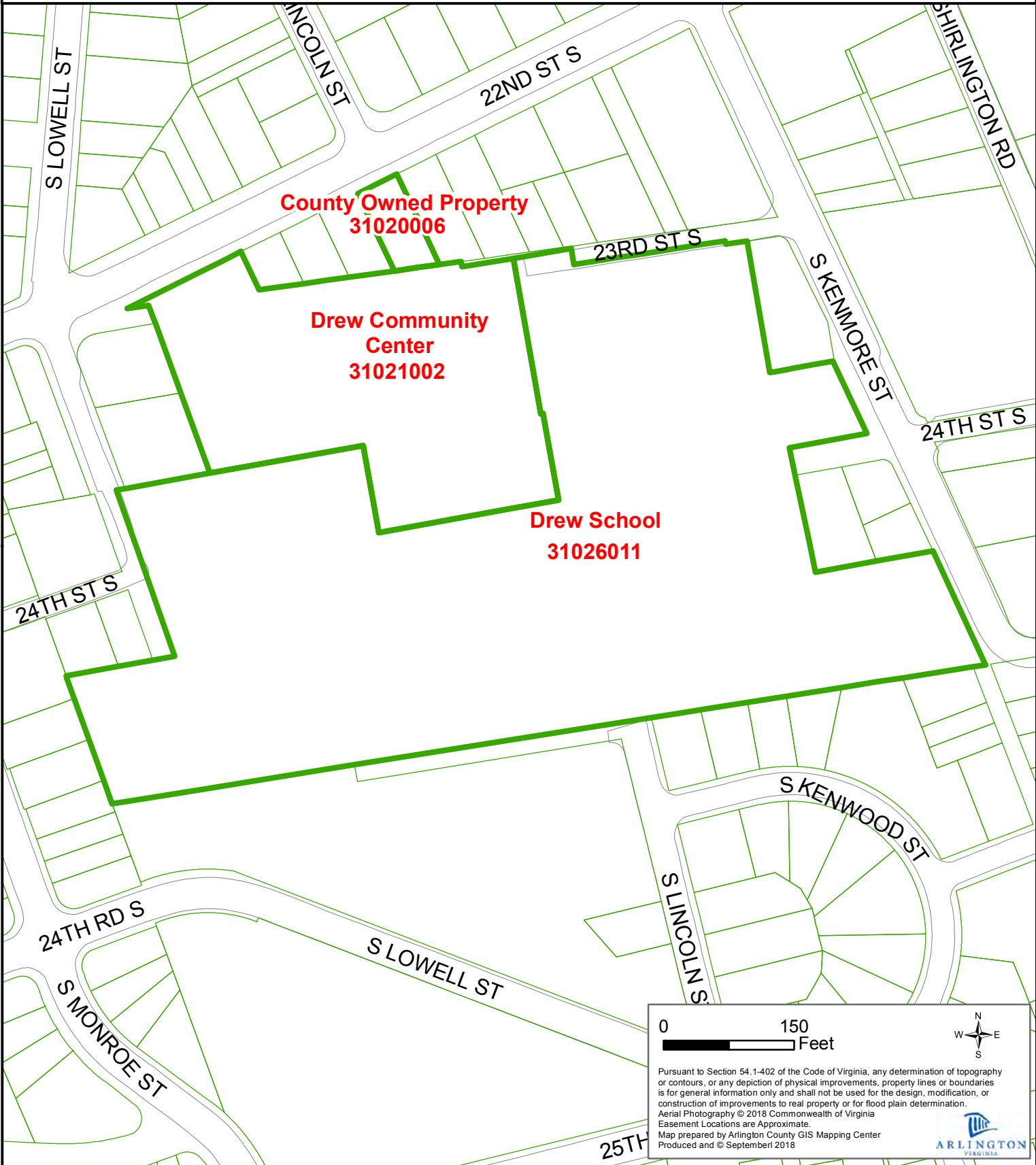
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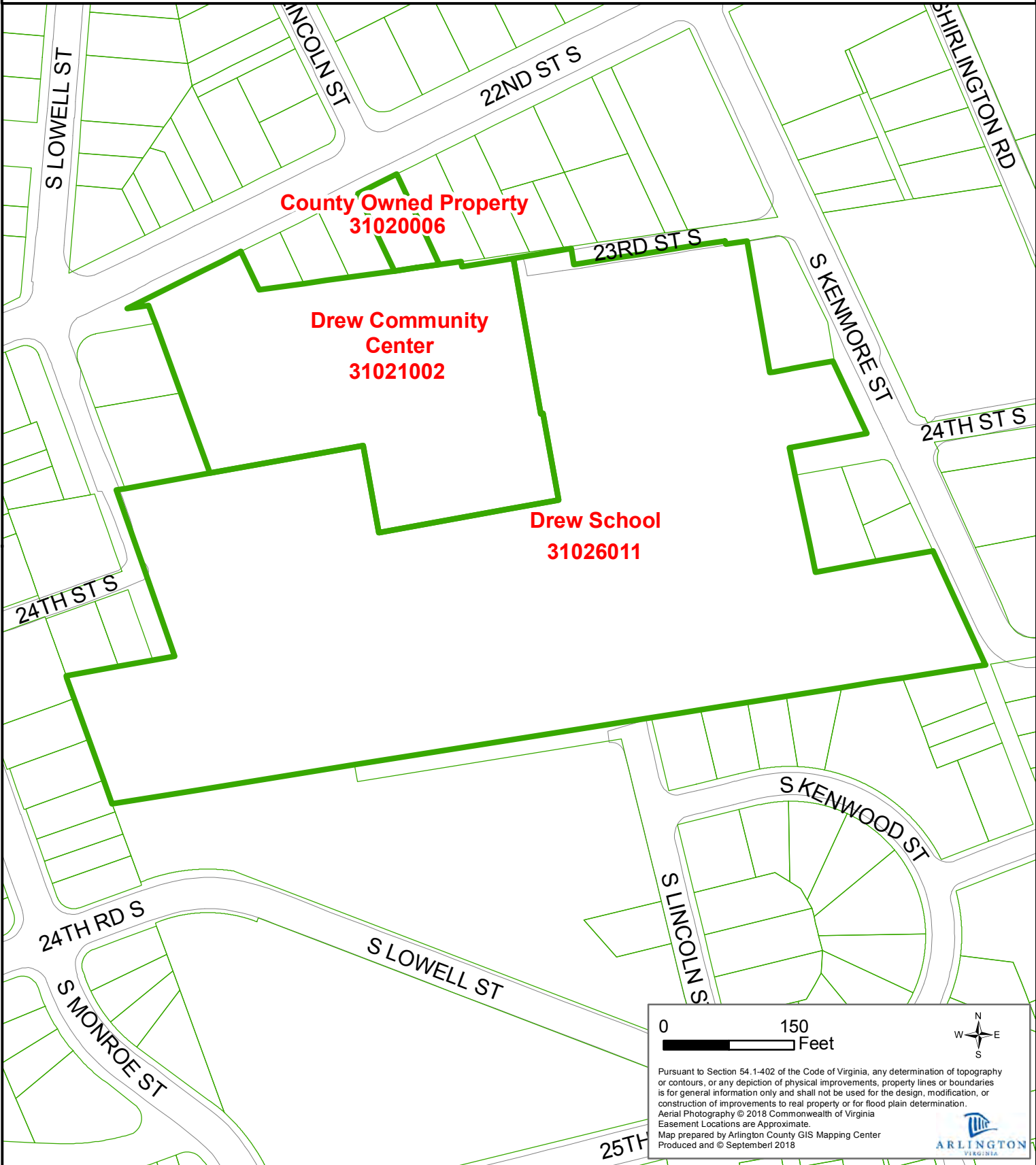
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Title: \_\_\_\_\_

Vicinity Map  
Drew Resubdivision, Exchange, and Lease  
RPC#'s - 31021002, 31026001, and 31020006



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