

RESOLUTION NO. 13243-19

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF LEASE BY AND BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 9TH DAY OF JULY, 2019, FOR TWO BUILDINGS AND 5.2 ACRES OF LAND LOCATED AT 5849 JEFFERSON AVENUE, KNOWN AS THE COATS AND CLARK PROPERTY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Lease by and between the Industrial Development Authority of the City of Newport News, Virginia, and the City of Newport News, Virginia, dated the 9th day of July, 2019, for two buildings and 5.2 acres of land located at 5849 Jefferson Avenue, known as the Coats and Clark Property.
2. That a copy of the said Deed of Lease is attached hereto and made a part hereof.
3. That this resolution shall be in effect on and after the date of its adoption, July 9, 2019.

DEED OF LEASE

This **DEED OF LEASE** (this "Lease"), dated this 9th day of July, 2019, is made by and between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as Landlord, and the **CITY OF NEWPORT NEWS, VIRGINIA** a political subdivision of the Commonwealth of Virginia, hereinafter referred to as Tenant.

WITNESSETH

1. **LEASED PREMISES.**

Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, the "Leased Premises," consisting of a free-standing office-warehouse facility containing approximately 49,960 square feet, an office building containing 5,200 square feet, and the land containing approximately 5.2 acres, commonly known as the Coats & Clark Property, located at 5849 Jefferson Avenue, Newport News, Virginia, more fully described on that certain plat entitled "PLAT SHOWING COMPILED PLAT SHOWING AREA TO BE LEASED TO CITY OF NEWPORT NEWS FROM IDA, 226767.71 SQ. FT. 5.206 AC., CITY OF NEWPORT NEWS, VIRGINIA," dated October 8, 2012 and made by the City of Newport News Dept. of Engineering, a copy of which is attached hereto as Exhibit A.

2. **TERM**

2.1 **Initial Term.** The term of this Lease shall be for a ten (10) year period (the "Initial Term"), and any extensions or renewals, to be exercised separately, with the term commencing on August 1, 2019 ("Commencement Date") and ending on July 31, 2029 (the "Expiration Date") unless terminated or later extended pursuant to any provision of this Lease.

2.2 **Options for Renewal.** Provided that Tenant is not in default under the terms and conditions of this Lease, Tenant shall have the right to renew this Lease for two (2) additional successive periods of five (5) years ("Renewal Periods") each under the same terms and conditions stated herein, provided Tenant gives Landlord notice in writing at its designated address of Tenant's intention to exercise each option at least six (6) months prior to the Expiration Date and the end of the first of the Renewal Periods. In the event no such notice is received, then this Lease shall terminate at the expiration of its term.

2.3 **Early Termination, Non-Appropriation.** It is understood and agreed between the parties hereto with respect to all payment obligations hereunder, including the payment of Base Rent, late charges, insurance premiums, and additional rent, that Tenant shall be bound and obligated hereunder only to the extent that funds therefore shall have been appropriated and budgeted in any fiscal year of Tenant by the City Council of the City of Newport News (the "City"). In the event that no funds are appropriated and budgeted in any fiscal year for payments due under this Lease, Tenant shall immediately notify Landlord of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriation is received, without penalty or expense to Tenant of any kind whatsoever.

3. **RENT**

3.1 **Base Rent.** Tenant shall pay to Landlord, without offset, at its designated address, as rent for the Leased Premises, an annual administrative fee (the "Administrative Fee") of \$20,000. The Administrative Fee shall increase to \$22,500 per year for years six (6) through ten (10) of the Lease. Should the Tenant exercise its renewal rights under this Lease, the Administrative Fee

shall increase to \$25,000 per year during the first Renewal Period and to \$27,500 per year during the second Renewal Period. Tenant further agrees to pay an annual maintenance reserve (the "Maintenance Reserve") of \$55,000. The Maintenance Reserve shall increase to \$65,000 per year for years six (6) through ten (10) of the Lease. Should the Tenant exercise its renewal rights under this Lease, the Maintenance Reserve shall increase to \$75,000 per year during the first Renewal Period and to \$85,000 per year during the second Renewal Period. The Administrative Fee and the Maintenance Reserve are collectively referred to as the "Base Rent." The Base Rent shall be paid in monthly payments beginning on the Commencement Date.

3.2 **Additional Rent.** Tenant agrees to pay Landlord as additional rent all liabilities chargeable to Landlord (as successor in title to Coats & Clark, Inc. of the Leased Premises), under an agreement (the "Agreement") dated January 30, 1998, by and between Gary R. McMurray and Teresa F. McMurray and Coats & Clark, Inc. for the repair, maintenance and replacement of a non-exclusive twenty-nine (29) foot easement of right of way and utility lines, all as provided in the Agreement, which is recorded in the Clerk's Office of the Circuit Court of the City of Newport News, Virginia in Deed Book 1490, page 2026, to which reference is here made.

4. **USE OF PREMISES**

4.1 **Use.** Tenant hereby agrees that the Leased Premises will be used solely for warehouses and office space for its fire department, police department, and other governmental purposes of Tenant; provided, however, that Landlord may, in its sole discretion, approve other uses upon written request of the Tenant.

4.2 **Compliance With Law.** Tenant shall, at Tenant's expense, comply with all

applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Leased Premises. Tenant shall neither use nor permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance.

4.3 **Condition of Premises.** Tenant accepts the Leased Premises in "as is" condition.

4.4 **Surrender.** On the last day of the Initial Term or applicable Renewal Period, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as when received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the Leased Premises occasioned by the removal of Tenant's fixtures, furnishings, and equipment.

5. **ALTERATIONS AND ADDITIONS**

5.1 **Tenant Improvements.** Tenant shall not without Landlord's prior written consent, which consent shall not be unreasonably withheld, make any material structural alterations, improvements, or additions to the Leased Premises, except those which cost less than \$100,000. Any and all equipment, fixtures, or improvements which Tenant installs or causes to be installed on the Leased Premises shall remain the property of the Tenant and Tenant shall have the right to remove, at Tenant's expense, such equipment, fixtures, or improvements provided that Tenant restores the Leased Premises to the condition immediately prior to the installation. If Tenant makes any alterations, improvements, or additions to the Leased Premises without the prior approval of Landlord as heretofore provided, then Landlord may require that Tenant, at Tenant's expense, remove any or all of the same. Tenant shall not, in any event, lose its right, title, or interest in any

equipment, fixtures or improvements. Tenant further agrees to timely provide Landlord with plans and drawings for any improvements made by Tenant.

5.2 **Liens.** Tenant shall bond, remove, or have removed, any mechanic's, materialmen's, or other lien filed or claimed against any or all of the Leased Premises by reason of labor or materials provided for or at the request of the Tenant or any of its contractors or subcontractors.

6. **REPAIRS**

Tenant agrees during the Initial Term and each of the Renewal Periods, at its own expense, to make all necessary mechanical and structural repairs, including roof, heating, ventilation, and air conditioning. Except as may otherwise be provided in this Lease, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations to the Leased Premises. Tenant hereby assumes, pursuant to the terms of this Lease, the full and sole responsibility for the operation, repair, maintenance (including but not limited to the maintenance and servicing of the mechanical components of the Leased Premises) and management of the Leased Premises and to keep the Leased Premises in good condition and repair. To the extent that funds are available in the Maintenance Reserve, repairs costing in excess of \$25,000 or such other amount as may be mutually agreed upon by the parties, may be paid from the Maintenance Reserve.

7. **WAIVER OF SUBROGATION**

Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss

or damage is covered by any insurance policy in effect at the time of such loss or damage. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies of insurance carried in connection with the Leased Premises, the improvements thereon constituting a part thereof, or the contents of such facilities.

8. **INSURANCE**

8.1 **Liability Insurance.** Tenant agrees that it shall at all times during the term hereof, at its sole cost and expense, carry and maintain comprehensive general public liability insurance against claims for personal injury, including death and property damages, in, on or about the Leased Premises, such insurance to afford protection in the amount of not less than Ten Million Dollars (\$10,000,000) in the aggregate in respect to any one occurrence causing bodily injury, personal injury or death, and in the amount of not less than Ten Million Dollars (\$10,000,000) to any one person on any one occurrence inclusive of bodily injury, personal injury, or death, and in the amount of not less than Two Million Dollars (\$2,000,000) in respect to property damage. Landlord understands and agrees that Tenant may self-insure in lieu of procuring the insurance cited in this paragraph.

8.2 **Hazard Insurance.** At all times during the term hereof, Tenant shall, at Tenant's expense, procure and continue in force, "all risk" fire and extended coverage insurance on the Leased Premises at the full replacement cost thereof, unless Tenant self-insures this risk, which self-insurance Landlord hereby consents to.

8.3 **Failure of Insurance Requirements.** If Tenant fails to provide any of the insurance required under paragraphs 8.1 and 8.2, Landlord may purchase the policies and all premiums shall be paid by Tenant to Landlord as additional rent, unless Tenant has self-insured the risks to be

covered and provided Landlord with a statement of same.

9. CASUALTY

9.1 **Notice.** In case of any material damage to or destruction of all or any part of the Leased Premises, Tenant shall give prompt notice thereof to Landlord. Each such notice shall describe generally the nature and extent of such damage, destruction, or loss.

9.2 **Damage and Destruction.** If all or any part of the Leased Premises is destroyed or damaged by fire or other casualty, Tenant shall replace, repair, rebuild or restore the property damaged or destroyed to substantially its same condition as prior to such damage or destruction, with such alterations and additions as Tenant may determine and as will not impair the capacity or character of the Leased Premises for the purpose for which it is then being used or is intended to be used. Tenant shall apply so much as may be necessary of the net proceeds of insurance received by it on account of such damage or destruction to payment of the cost of such replacement, repair, rebuilding or restoration. If such net proceeds shall not be sufficient to pay in full the cost of such replacement, repair, rebuilding or restoration, Tenant shall pay so much of the cost thereof as the Newport News City Council approves and appropriates for such purpose.

10. CONDEMNATION

If the Leased Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If less than the full amount of the Leased

Premises is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing within thirty (30) days after Tenant has received written notice of such taking or, in the absence of such notice, within thirty (30) days after the condemning authority shall have taken title or possession, terminate this Lease as of the date the condemning authority takes title or possession.

If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Leased Premises remaining.

Tenant shall be entitled to exercise its statutory rights to participate in the condemnation litigation. Tenant shall be entitled to any award for loss of or damage to Tenant's fixtures, improvements, removable personal property, and any other interest Tenant has in or on the Leased Premises.

11. UTILITIES

Tenant agrees to contract for electricity, fuel, water, sewer, gas, and all other utility charges as may be necessary in its own name, and to pay directly to the utility company the costs for such utilities.

12. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Leased Premises without Landlord's prior written consent, which Landlord shall not unreasonably withhold.

13. **DEFAULT AND REMEDIES**

13.1 **Default by Tenant.** The occurrence of any of the following events shall constitute a material default and breach of this Lease by Tenant:

- (a) The abandonment of the Leased Premises by Tenant without payment of rent;
- (b) The failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due where such failure shall continue for a period of ten (10) days;
- (c) The breach of any other covenant, condition, or agreement by Tenant under this Lease, when such breach continues uncorrected for a period of thirty (30) days after notice thereof in writing from Landlord to Tenant, except with regard to matters for which compliance cannot be completed within such thirty (30) days, provided Tenant promptly commences, and pursues diligently and in good faith, actions required for compliance.

13.2 **Remedies of Landlord.** In the event of any such default or breach by Tenant, Landlord may, at its option, in addition to any other remedy available to Landlord under the law, give notice to Tenant that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of such notice, and upon the date specified in such notice, this Lease shall terminate.

13.3 **Default by Landlord.**

- (a) Landlord shall be in default if Landlord fails to substantially observe or perform Landlord's covenants, conditions, agreements, or obligations contained in this Lease and such failure continues uncorrected for a period of thirty (30) days after notice thereof in writing from Tenant to Landlord, except with regard to matters for which compliance cannot be completed within

such thirty (30) days, provided Landlord promptly commences, and pursues diligently and in good faith, actions required for compliance.

(b) In the event Landlord mortgages, refinances, encumbers, or otherwise finances its interest, and is in default of any payment to a third party thereunder, including any tax payments, Landlord shall timely notify Tenant of such status, and Tenant, in order to avoid a default, shall then have the right, but not the obligation, to make Landlord's payment and to cure Landlord's default, and to recover such amount from Landlord.

13.4 **Remedies of Tenant.** In the event of any such default or breach by Landlord, Tenant may, in addition to any other remedy available to Tenant under the law, give notice to Landlord that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of such notice, and upon the date specified in such notice, this Lease shall terminate. Tenant may also recover from Landlord all damages incurred by Tenant by reason of Landlord's default, including reasonable attorney's fees.

14. **BROKERS**

Tenant and Landlord each warrant and represent to the other that they have dealt with no broker in connection with the consummation of this Lease.

15. **NET LEASE**

Except as otherwise explicitly provided herein, Landlord and Tenant intend this Lease to be a "net lease" with Tenant being responsible for all costs of maintenance, utilities, storm water management fees, leasehold taxes, insurance, including all insurance which is the responsibility of

Tenant under this Lease, and taxes attributable to Tenant's use of the Leased Premises during the Initial Term and any Renewal Period.

16. **ENVIRONMENTAL MATTERS**

16.1. **Pre-Existing Conditions.** Landlord agrees that Tenant shall have no liability or obligation whatsoever with respect to pollutants, toxic materials, petroleum oil and/or waste oil, or any other hazardous materials present or introduced upon the Leased Premises prior to Tenant taking possession thereof on August 1, 1999.

16.2. **Compliance with Laws.** Tenant shall notify Landlord promptly in the event of any presence, discharge, omission, leakage or release of any hazardous materials on the Leased Premises (except for hazardous materials lawfully used and disposed of in the conduct of Tenant's business, if any and which Tenant is not required to report to any governmental authority under any applicable environmental laws and regulations) and will promptly forward to Landlord copies of any notices sent or received by Tenant related to alleged violations of environmental laws on the Leased Premises. Tenant will comply with all applicable environmental laws and regulation in the conduct of its business at the Leased Premises. In the event of the violation of any environmental law by Tenant, Tenant shall promptly, at its sole expense, take such actions as may be necessary to comply with such laws.

16.3. **Survival.** The provisions contained in this Paragraph 16 shall survive the expiration or earlier termination of this Lease.

17. **GENERAL PROVISIONS**

17.1. **Complete Understanding.** This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supercedes all prior negotiations, representations, warranties, statements, or agreements, either written or oral, between the parties hereto as to the same.

17.2. **Amendment.** This Lease may be amended only by an instrument executed by the parties hereto. The City Manager is authorized, subject to the review and approval of the City Attorney, to approve and sign amendments to this Lease on behalf of Tenant.

17.3. **Binding Effect, Choice of Law.** This Lease shall bind the parties, their personal representatives, agents, successors in title, transferees, successors, and permitted assigns. This Lease shall be given effect and construed by application of the law of the Commonwealth of Virginia and any action to enforce any provision of this Lease shall be brought and maintained in the Circuit Court for the City of Newport News, Virginia.

17.4. **Time of essence.** Time shall be of the essence of this Lease.

17.5. **Headings.** The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein only for convenience of reference and shall not be considered in construing their contents.

17.6. **Severability.** No determination by any court or governmental body that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision hereof. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever as being consistent with, applicable law.

17.7. **Exhibits.** Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated hereto is hereby made a part hereof.

17.8. **Authority.** Landlord and Tenant and each individual executing this Lease on behalf of each entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity and that this Lease is binding upon said entity in accordance with its terms.

17.9. **Consents.** Wherever in this Lease the consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld or delayed.

17.10. **Force Majeure.** If Landlord or Tenant shall be delayed, hindered, or prevented from the performance of any act required of it under this Lease by reason of act of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act, or default of the other party, war or any other reason beyond the reasonable control of the party which is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay. The commencement date and/or the expiration date for any term of this Lease shall be adjusted so as to move either or both forward, as the case may be, for the number of days of the excused delay.

17.11. **Jointly Drafted.** No party or parties to this Lease shall be deemed to be the drafter of this Lease, and if this Lease shall be construed by a court of law, such Court shall not construe any portion of this Lease deemed ambiguous against any party as the drafter.

18. **HOLDING OVER.**

Subject to the right of Landlord to require immediate delivery of possession, if Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of twice the last rental payment calculated for this purpose on a per month basis plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

19. **LANDLORD'S RIGHT OF ENTRY**

Landlord and Landlord's agents shall have the right to enter the Leased Premises during the term of this Lease by appointment with the Tenant, for purposes of (1) inspecting the Leased Premises; and (2) showing the premises to prospective lenders, tenants, or purchasers, should Tenant not give notice of its intention to renew. During any entry by Landlord to the Leased Premises, Landlord or Landlord's agents shall accord reasonable care to Tenant's property.

20. **QUIET ENJOYMENT AND NON-DISTURBANCE**

Tenant's right to quiet enjoyment of the Leased Premises during its entire tenancy shall not be disturbed in any respect by Landlord or its successors, transferees, mortgagees, and assigns if Tenant is not in default, and so long as Tenant shall pay the Base Rent and Additional Rent and observe and perform all of the covenants and provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event Landlord shall assign, sell, transfer, encumber all or any portion of the Leased Premises by operation of law, foreclosure, or otherwise, or if the Leased

Premises becomes subject to the jurisdiction of the U.S. Bankruptcy Court, then it shall be deemed and construed without further agreement, in such event, that Tenant shall be promptly notified, and that any assignee, transferee, mortgagee, successor, buyer, or third party, including any person appointed by a U.S. Bankruptcy Court, hereinafter "Successor Landlord," has reaffirmed the Lease, attorned Tenant, and assumed and agreed to take subject to this Lease and Successor Landlord has agreed to carry out all covenants, terms, and conditions of this Lease. In no event shall Landlord or Successor Landlord extinguish Tenant's interest by foreclosure.

21. NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be in writing, and may be given by personal delivery or by certified or registered mail via the United States Postal Service to the following addresses. Either party may by notice to the other specify a different address for notice purposes.

If to Tenant: City Manager
 City of Newport News, Virginia
 2400 Washington Avenue, 10th Floor
 Newport News, Virginia 23607

With a copy to: City Attorney
 2400 Washington Avenue, 9th Floor
 Newport News, Virginia 23607

If to Landlord: Industrial Development Authority of the City of Newport News,
 Virginia
 c/o Department of Development
 2400 Washington Avenue, 3rd Floor
 Newport News, Virginia 23607

With a copy to: Raymond H. Suttle, Jr., Esquire
 Jones, Blechman, Woltz & Kelly, P.C.

701 Town Center Drive, Suite 800
Newport News, Virginia 23606

IN WITNESS WHEREOF, the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA**, has caused these presents to be executed by Alonzo R. Bell, Jr., its Chair, and Florence G. Kingston, its Secretary/Treasurer, both in that behalf first duly authorized, and the **CITY OF NEWPORT NEWS, VIRGINIA** has caused these presents to be executed by Cynthia D. Rohlf, its City Manager, with its seal hereto affixed, duly attested by Mabel Washington Jenkins, its City Clerk, both in that behalf first duly authorized.

(Signature Page Follows)

LANDLORD:

**INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF NEWPORT NEWS, VIRGINIA**

By: _____
Alonzo R. Bell, Jr., Chair

ATTEST:

APPROVED AS TO FORM:

Florence G. Kingston
Secretary/Treasurer

Raymond H. Suttle, Jr.
Counsel for IDA

COMMONWEALTH OF VIRGINIA
City of Newport News, to-wit:

The undersigned Notary Public in and for the jurisdiction aforesaid, hereby certifies that **Alonzo R. Bell, Jr.**, and **Florence G. Kingston**, whose names appear as Chair and Secretary/Treasurer, respectively, of the **INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA**, are signed to the foregoing Deed of Lease bearing date on the 9th day of July, 2019, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

Registration No.: _____

TENANT:

CITY OF NEWPORT NEWS, VIRGINIA

By:

Cynthia D. Rohlf
City Manager

ATTEST:

APPROVED AS TO FORM:

Mabel Washington Jenkins, MMC
City Clerk

Collins L. Owens, Jr.
City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to-wit:

The undersigned Notary Public in and for the jurisdiction aforesaid, hereby certifies that **Cynthia D. Rohlf** and **Mabel Washington Jenkins**, whose names appear as City Manager and City Clerk, respectively, of the **CITY OF NEWPORT NEWS, VIRGINIA**, are signed to the foregoing Deed of Lease bearing date on the 9th day of July, 2019, acknowledged the same before me in my jurisdiction aforesaid.

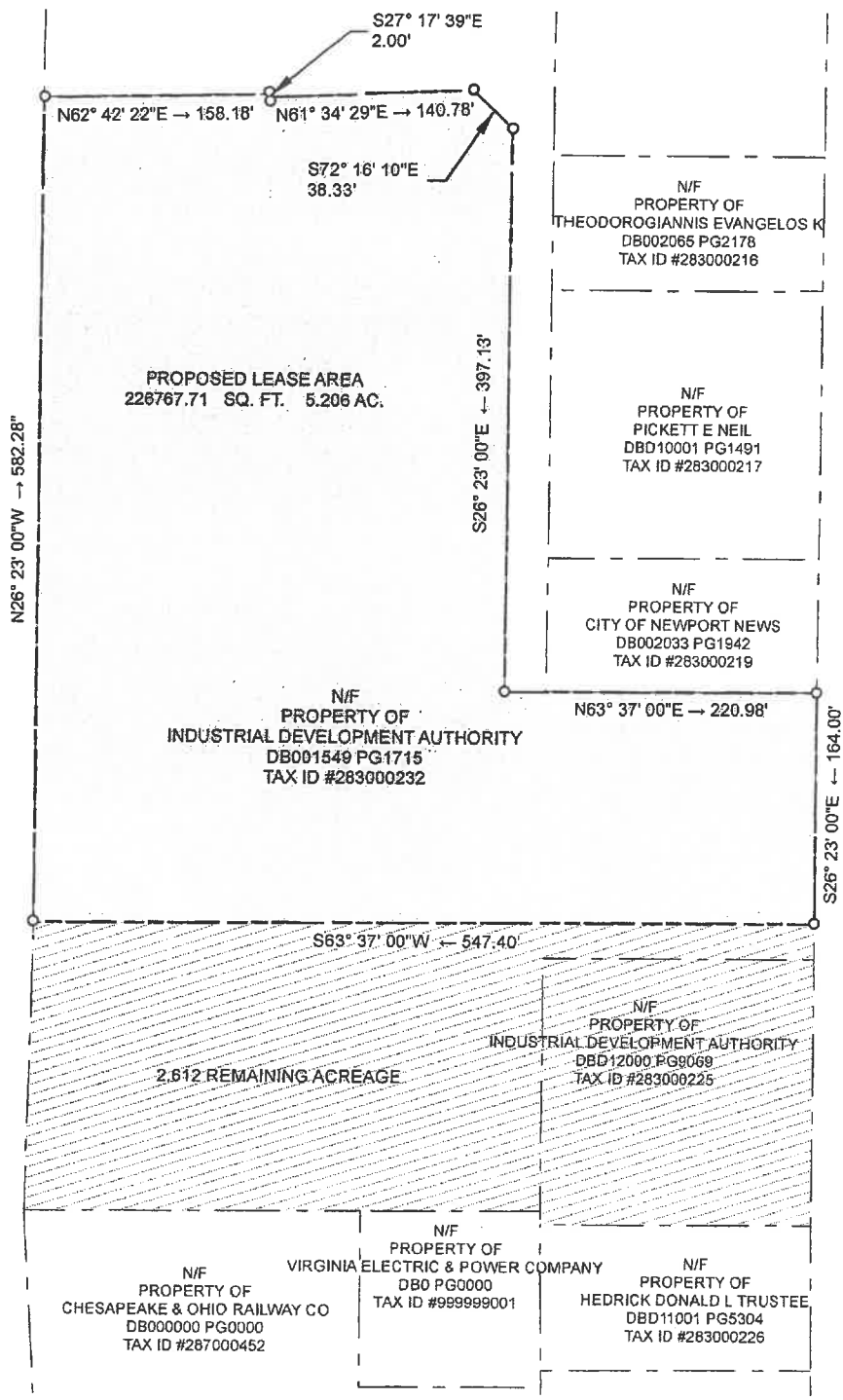
Given under my hand this ____ day of _____, 2019.

Notary Public

My Commission Expires: _____
Registration No.: _____


rep3060

Exhibit A



JEFFERSON AVENUE 100' R/W

5849 JEFFERSON AVENUE

	<p>CITY OF NEWPORT NEWS DEPT. OF ENGINEERING</p>
	<p>PLAT SHOWING COMPILED PLAT SHOWING AREA TO BE LEASED TO CITY OF NEWPORT NEWS FROM IDA 226767.71 SQ. FT. 5.206 AC.. CITY OF NEWPORT NEWS, VIRGINIA</p>
<p>SCALE: 1" = 100' DATE: 10/8/2012</p>	<p>DRN. BY: MCH APR. BY:</p>

NOTE:
COMPILED PLAT WITHOUT BENEFIT OF A FIELD SURVEY.