

**MOTION: NOHE**

**May 7, 2019  
Regular Meeting  
Res. No. 19-258**

**SECOND: LAWSON**

**RE: APPROVE BOUNDARY LINE ADJUSTMENT AGREEMENT WITH THE CITY OF MANASSAS PARK; ACKNOWLEDGE AND AFFIRM MANASSAS PARK'S SATISFACTION OF CERTAIN REQUIREMENTS UNDER THE MODIFIED VOLUNTARY SETTLEMENT OF ANNEXATION AND IMMUNITY AGREEMENT**

**ACTION: APPROVED**

**WHEREAS**, the City of Manassas Park ("Manassas Park") has identified certain locations wherein adjustment of the existing City/County boundary is desired; and

**WHEREAS**, these identified locations are more fully described in Section 2 of the attached proposed 2019 Boundary Line Adjustment Agreement Between Prince William County, Virginia and The City of Manassas Park, Virginia ("Boundary Adjustment Agreement"); and

**WHEREAS**, Manassas Park has requested the Prince William Board of County Supervisors ("County") to acknowledge and affirm Manassas Park has completed and satisfied certain requirements imposed on Manassas Park by the Modified Voluntary Settlement of Annexation and Immunity Agreement, as amended June 29, 1989 and modified January 23, 1990, March 20, 1990, August 3, 1993, July 22, 1999 and August 6, 2002, ("Voluntary Settlement Agreement") that are described in Exhibit D of the attached proposed Boundary Adjustment Agreement: and

**WHEREAS**, the County is the lessee, as successor-in-interest to the Prince William County Park Authority ("Park Authority") pursuant to Res. No. 12-326, dated March 13, 2012, of property owned by Manassas Park and known as General's Ridge Golf Course, under a Deed of Lease dated September 23, 1994, between Manassas Park and Southern Golf Development, Inc., as assigned to the Park Authority by an Assignment of Lease dated September 23, 1994, and as amended on March 1, 1995 and July 15, 2002 ("Lease"); and

**WHEREAS**, in consideration of the County agreeing to its proposed boundary line adjustment, Manassas Park has agreed to terminate the Lease with the County, which upon the execution of the lease termination agreement, the County will permanently suspend its operation of the General's Ridge Golf Course; and

**WHEREAS**, execution of the proposed Boundary Adjustment Agreement will mutually benefit the County and Manassas Park; and

**WHEREAS**, pursuant to Section 15.2-3107 VA Code Ann., the County and Manassas Park jointly advertised their intentions to approve the proposed Boundary Adjustment Agreement once a week for two (2) successive weeks in a newspaper having general circulation, and the County held a public hearing on this date; and

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**WHEREAS**, pursuant to Section 15.2-3107 VA Code Ann., notice of the proposed boundary line adjustment was sent to the affected property owners by first class mail to the last known address as shown on the County's real estate assessments records;

**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors hereby approves the proposed Boundary Adjustment Agreement;

**BE IT FURTHER RESOLVED** that the Prince William Board of County Supervisors hereby acknowledges and affirms the requirements under Voluntary Settlement Agreement as contained in Exhibit D to the proposed Boundary Adjustment Agreement have been satisfied;

**BE IT FURTHER RESOLVED** that the Prince William Board of County Supervisors gives its Chairman and the County Executive the authority to execute all documents necessary to effect the proposed boundary line adjustment, including the necessary transfer of the recorded rights-of-way, easements and agreements that impact the property being transferred to Manassas Park's jurisdiction under the Boundary Adjustment Agreement as shown in Exhibit C to the Boundary Adjustment Agreement;

**BE IT FURTHER RESOLVED** that the Prince William Board of County Supervisors directs the County Attorney to execute and file and the County Executive to execute any necessary documents and petitions with the Prince William County Circuit Court to effect the boundary line adjustment.

**Votes:**

**Ayes:** Anderson, Angry, Caddigan, Candland, Lawson, Nohe, Principi, Stewart

**Nays:** None

**Absent from Vote:** None

**Absent from Meeting:** None

**For Information:**

County Executive  
County Attorney  
Parks and Recreation Department  
Transportation  
Public Works

Attachment: 2019 Boundary Line Adjustment Agreement Between Prince William County, Virginia,  
and The City of Manassas Park, Virginia

**ATTEST:** Andrea Madden

**Clerk to the Board**

**2019 BOUNDARY LINE ADJUSTMENT AGREEMENT  
BETWEEN PRINCE WILLIAM COUNTY, VIRGINIA, AND  
THE CITY OF MANASSAS PARK, VIRGINIA**

**THIS 2019 BOUNDARY LINE ADJUSTMENT AGREEMENT** (this "Agreement") is entered into this \_\_\_\_ day of May, 2019, by and between the Prince William Board of County Supervisors, a political subdivision of the Commonwealth of Virginia (the "County") and the City of Manassas Park, a Virginia body corporate and politic (the "City").

WITNESSETH:

WHEREAS, the City has identified certain locations more particularly described herein and on plats attached hereto, wherein adjustment of the existing City/County boundary is desired; and

WHEREAS, in consideration of the County agreeing to said adjustment of the City/County boundary, the City has agreed to terminate its lease with the County dated September 23, 1994, as amended (the "Lease"), for the operation of the Generals Ridge Golf Course (the "Golf Course"), as outlined herein; and

WHEREAS, the County and the City are parties to that certain Voluntary Settlement of Annexation and Immunity dated May 9, 1989, as amended and modified through August 6, 2002 (the "Voluntary Settlement Agreement"), which Voluntary Settlement Agreement imposed certain requirements on the City. The City desires the County to acknowledge and affirm that the City has satisfied the requirements imposed on it by the Voluntary Settlement Agreement. The County has agreed that after the County has confirmed the City's satisfaction of the requirements that can be confirmed, the County will acknowledge and affirm that the City has satisfied those requirements; and

WHEREAS, the County and the City have agreed to enter into this Agreement to adjust the City/County boundary line pursuant to Code of Virginia Sections 15.2-3106 *et seq.*, which provide for the adjustment of boundaries between localities by agreement.

NOW, THEREFORE, in consideration of the foregoing, the County and the City agree as follows:

1. The County/City boundary shall be adjusted as provided herein in accordance with the procedures set forth in Code of Virginia Sections 15.2-3106 *et seq.*
2. The boundaries between the County and City shall be adjusted so that the following areas (Area #1 and Area #2) will be included within the jurisdiction of the City:

**Area #1:** All that certain area containing approximately 190.6375 acres of land, known as a portion of Generals Ridge Golf Course, with GPIN 7896-85-7079, as more particularly described and shown on the plat dated March 22, 2019, entitled "BOUNDARY LINE ADJUSTMENT PLAT AREA #1 CITY OF MANASSAS PARK, VIRGINIA AND PRINCE WILLIAM COUNTY, VIRGINIA", and prepared by Jeff Warner Land

Surveying, Inc. of Manassas, Virginia, which plat is attached hereto as **Exhibit A** and incorporated herein by this reference.

**Area #2:** All that certain area containing approximately 125.0751 acres of land, consisting of the following:

- Signal Hill Park, containing approximately 88.2617 acres of land, with GPIN 7896-40-1461; and
- Historic Signal Hill, containing approximately 12.8540 acres of land, with GPIN 7895-59-7902; and
- Parcel D Section Two Roseberry, containing approximately 3.3571 acres of land, with GPIN 7895-58-9798; and
- Catholic Diocese Property, containing approximately 20.0000 acres of land, with GPIN 7896-41-8319; and
- Blooms Road Right-of-Way, containing 0.6023 acres of land;

all as more particularly described and shown on the plat dated March 29, 2019 and revised April 17, 2019, entitled “BOUNDARY LINE ADJUSTMENT PLAT AREA #2 CITY OF MANASSAS PARK, VIRGINIA AND PRINCE WILLIAM COUNTY, VIRGINIA”, and prepared by Jeff Warner Land Surveying, Inc. of Manassas, Virginia, which plat is attached hereto as **Exhibit B** and incorporated herein by this reference.

3. The County and the City shall cooperate in the production of all exhibits necessary to effect the aforesaid boundary adjustment, with the cost for preparing any such exhibits to be split evenly between the County and the City.

4. Pursuant to Code of Virginia Section 15.2-3107, as amended, the County and the City shall each advertise its public hearing to consider the approval of this Agreement. If a joint publication is feasible, the County and the City shall evenly split the cost of all such joint public advertisements necessary to effect the aforesaid boundary line adjustment.

5. The County and the City shall jointly petition the Circuit Court of Prince William County seeking the aforesaid adjustments to the County/City boundary, and the County Attorney and the City Attorney are hereby authorized to execute such a petition on behalf of the County and City respectively, said petition to be prepared at the sole cost of the City.

6. The effective date of the boundary line adjustment described herein (the “Effective Date”) shall be the later to occur of (i) the thirtieth (30<sup>th</sup>) day that follows the entry of an order from the Prince William County Circuit Court confirming this Agreement and ordering the boundary line adjustment, and (ii) the effective date of the Lease Termination Agreement (defined in Section 10 below).

7. The County hereby transfers and conveys to the City all the County’s rights, title, and interest in and to the rights-of-way—including the Blooms Road Right-of-Way described in Section 2 above—easements, and agreements that have previously been acquired by the County, whether through prescription or by dedication, grant, or conveyance to the County by instruments recorded among the land records of Prince William County, Virginia that are listed in the exhibit

attached hereto as Exhibit C and incorporated herein by this reference, such transfer and conveyance to be effective on the Effective Date. The County and the City shall cooperate with one another to prepare and execute any and all necessary documents to effect this transfer and conveyance. Furthermore, the County and the City shall also cooperate with each other to convey to the City all the County's right, title and interest in and to (i) other easements and agreements within or concerning Area #1 and Area #2 that the Parties mutually agree would be keeping with the spirit of this Agreement, and (ii) any other rights-of-way previously brought into the City's jurisdiction through annexation or by a boundary line adjustment that the Parties mutually agree should be conveyed to the City.

8. The County acknowledges and affirms that the City has completed and satisfied those requirements imposed on the City by the Voluntary Settlement Agreement that are indicated as such in the exhibit attached hereto as Exhibit D and incorporated herein by this reference. The County and the City shall cooperate with one another to diligently pursue confirmation of the City's completion and satisfaction of the remaining requirements of the Voluntary Settlement Agreement by December 31, 2019 and, once the County has confirmed such completion, the County shall acknowledge and affirm the same in writing. To the extent such requirements are determined to have been completed and satisfied, the Voluntary Settlement Agreement will have no further force or effect for those specific satisfied requirements.

9. Notwithstanding the status of any requirements imposed on the City in the Voluntary Settlement Agreement, the City shall continue to comply with the following requirements:

- The City will not initiate or institute any proceeding to annex all or any portion of the County pursuant to Title 15.2, Chapter 32, Article 1 of the Code of Virginia.
- The City will keep Signal Hill Park open to the residents of the County in perpetuity, with residents of the County treated the same as residents of the City, including, but not limited to, having the same access and paying the same fees for all Signal Hill Park activities and amenities as residents of the City.

10. The County and the City shall execute a termination of the Lease in substantially the form attached hereto as Exhibit E and incorporated herein by this reference (the "Lease Termination Agreement"). As stated in Section 2 of the Lease Termination Agreement, the termination of the Lease shall be effective on the date that the County pays to the City the amount of Four Hundred Eighty-Nine Thousand Two Hundred Twelve and No/100 Dollars (\$489,212.00), which amount represents the present-day value of all remaining lease payments due to the City pursuant to the Lease.

11. As stated in Section 3 of the Lease Termination Agreement, any and all obligations of the County to operate a golf course pursuant to the Lease shall be permanently suspended upon the execution of the Lease Termination Agreement.

12. As stated in Section 5 of the Lease Termination Agreement, the City shall not, without the prior written consent of the County, use, or permit the use of, all or any part of Generals

Ridge Golf Course in any way that would cause the County to violate the provisions of Part B, Section 1 of the Tax Certificate (as defined in the Lease Termination Agreement) or of any similar agreement that the County shall make in connection with any refinancing of its Series 2010 Bonds (as defined in the Lease Termination Agreement). Upon the earlier to occur of (i) July 1, 2021, and (ii) the discharge of the last tax-exempt financing incurred by or on behalf of the County with respect to Generals Ridge Golf Course, the County shall notify the City in writing that the City's obligation with respect to Section 5 of the Lease Termination Agreement and this Section 12 shall not thereafter be applicable.

13. On the Effective Date the City shall become fully responsible for the repair and maintenance of the Blooms Road Right-of-Way described in Section 2 above.

14. The County Attorney and the City Attorney are hereby authorized to make any changes to this Agreement with respect to its form, and to execute any and all necessary documents for filing with the Prince William County Circuit Court and any other governmental entities. The date of this Agreement, which date shall be inserted in the first paragraph above, shall be the later of the dates that this Agreement is approved by formal action of the County and the City, following the required public hearings.

{Signature pages follow}

WHEREFORE, in consideration of the foregoing, the authorized representatives of the County and the City have executed this Agreement in duplicate on behalf of the parties.

PRINCE WILLIAM BOARD OF COUNTY  
SUPERVISORS

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

ATTEST:

\_\_\_\_\_  
Andrea P. Madden  
Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Bernadette S. Peele  
Senior Assistant County Attorney

CITY OF MANASSAS PARK

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Jeanette Rishell, Mayor

ATTEST:

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Lana Conner  
City Clerk

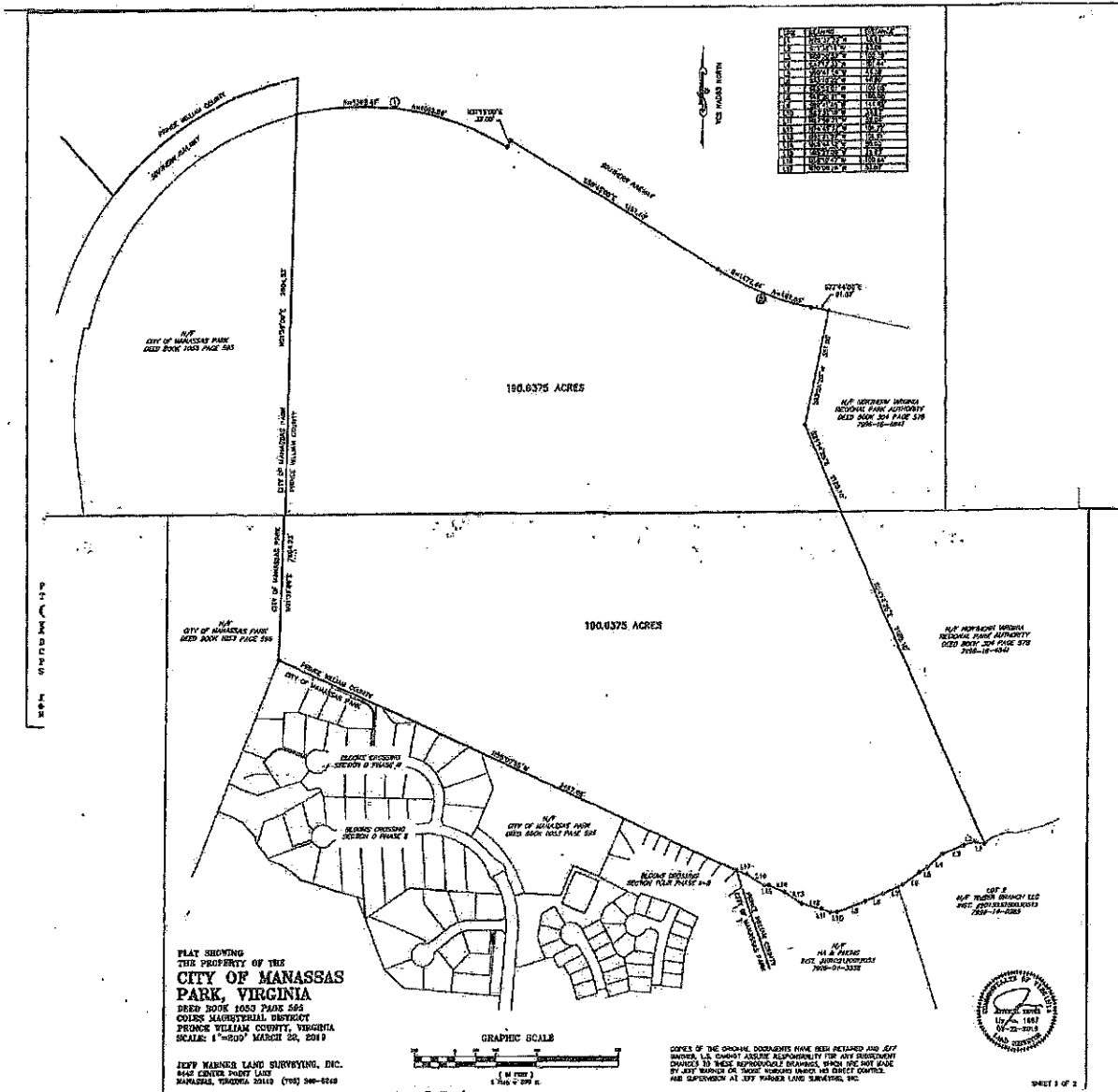
APPROVED AS TO FORM:

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Dean H. Crowhurst  
City Attorney

**EXHIBIT A**

**AREA #1 PLAT**



**EXHIBIT B**

**AREA #2 PLAT**



## EXHIBIT C

### RECORDED RIGHTS-OF-WAY, EASEMENTS AND AGREEMENTS

#### **Rights-of-Way**

- Portion of Manassas Drive conveyed to the County by Deed of Dedication and Easement Agreement recorded in Deed Book 1931 at Page 953 and shown on a plat recorded in Map Drawer 134 at Page 80, both among the land records of Prince William County, Virginia (the "Land Records"), that is the subject of the Order Changing Boundary Line Between Prince William County, Virginia and the City of Manassas Park, Virginia entered on May 19, 2000.
- Portion of Blooms Road prescriptive right-of-way acquired by the County, as shown on a plat recorded in Map Drawer 142 at Page 16, among the Land Records.

#### **Easements**

- The following easements and area created, granted and conveyed to the County by Deed of Dedication and Easement recorded in Deed Book 2231 at Page 1913 and shown on a plat recorded in Map Drawer 164 at Pages 40 through 45, both among the Land Records:
  - Storm Water Management/Best Management Practices Easement;
  - Storm Water Management/Best Management Practices Access Easement; and
  - RPA Area.
- The following easements and area created, granted and conveyed to the County by Deed of Consolidation, Reservation and Easement Agreement recorded in Deed Book 2277 at Page 1941 and shown on a plat recorded in Map Drawer 168 at Pages 75 through 77, both among the Land Records:
  - Storm Drainage Easements;
  - Stormwater Management and Drainage Easements;
  - Stormwater Access Easements; and
  - RPA Area.
- The following easements created, granted and conveyed to the County by Deed of Easements recorded as Instrument No. 201611080092797 and shown on a plat recorded as Instrument No. 201611080092798, both among the Land Records:
  - Storm Drainage Easement; and
  - Grading and Temporary Construction Easements.

#### **Agreements**

- Stormwater Management/BMP Facilities Maintenance Agreements recorded in Deed Book 2231 at Page 1931, and Deed Book 2277 at Page 1966, both among the Land Records.

**EXHIBIT D**

**SATISFIED VOLUNTARY SETTLEMENT AGREEMENT REQUIREMENTS**

**Section 3.02 HISTORIC PRESERVATION STUDIES**

- 3.02.01 All archeological studies were completed.
- 3.02.02 The City made reasonable efforts to preserve historically significant sites.
- 3.02.03 The City preserved Camp Carondelet as a passive use park as well as Georgia Cemetery. As contemplated by the Voluntary Annexation Agreement, the County expects the City to continue to preserve and protect these sites.
- 3.02.04 The Prince William County Archeologist, in conjunction with the City, nominated Camp Carondelet for inclusion on the Virginia Landmarks Register (VRL) and The National Register of Historic Places (NRHP). The site was included in the VRL on 8/15/89 and the NRHP on 11/16/89.
- 3.02.05 Signal Hill has been preserved. Signal Hill was preserved and a commemorative monument was erected on the site. The City and Prince William County developed interpretation including a Virginia Civil War Trails marker on the site.

**Section 3.03 DEVELOPMENT OF SIGNAL HILL PARK**

- 3.03.01 Signal Hill Park was developed in accordance to approved plans.
- 3.03.02 Encampment 44PW139 was preserved as part of Signal Hill Park.
- 3.03.03 The Advisory Committee was formed, and Signal Hill Park was developed to include all the amenities and features specified in the agreement with the exception of the 25m swimming pool (the Advisory Board approved a leisure pool instead) and the second ball field (the location of the second field was determined to be historically significant land).
- 3.03.05 County residents have been and continue to be treated the same as City residents. Under the terms of this Agreement, such treatment shall continue.
- 3.03.06 The City has operated and maintained Signal Hill Park since it was completed.
- 3.03.07 The City has substantially constructed the facilities required in the Voluntary Annexation Agreement. As such, this Section is no longer applicable.
- 3.03.08 Garden plots are no longer present in Signal Hill Park nor are they required by the County.
- 3.03.09 The City and the County have jointly policed Signal Hill Park since the park was completed, and this joint jurisdiction shall continue.

**EXHIBIT E**

**LEASE TERMINATION AGREEMENT**

**THIS LEASE TERMINATION AGREEMENT** (this "Termination Agreement") is made by and between the CITY OF MANASSAS PARK, a political subdivision of the Commonwealth of Virginia (the "City"), as lessor, and the PRINCE WILLIAM BOARD OF COUNTY SUPERVISORS, a political subdivision of the Commonwealth of Virginia (the "County"), as lessee.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Deed of Lease by and between the City, as lessor (the "Lease"), and Southern Golf Development, Inc. ("Southern Golf"), as lessee, dated September 23, 1994 (the "Lease"), the City leased to Southern Golf approximately 270 acres of land, located partially within the City of Manassas Park and partially within Prince William County (the "Property"), which Property is commonly known as General's Ridge Golf Course and is more specifically described in the legal description attached to the Lease Amendment (defined below) as Attachment A; and

**WHEREAS**, pursuant to that certain Assignment of Lease dated September 23, 1994, Southern Golf assigned all of its right, title and interest in and to the Lease to the Prince William County Park Authority (the "Park Authority"); and

**WHEREAS**, pursuant to that certain Amendment of Deed of Lease by and between the City and the Park Authority dated March 1, 1995 (the "Lease Amendment"), the legal description attached to the Lease as Attachment A was replaced with the legal description attached to the Lease Amendment as Attachment A and the Park Authority acknowledged that it was "leasing the Property from the City upon all of the terms and conditions set forth in the Lease"; and

**WHEREAS**, pursuant to that certain First Addendum to Deed of Lease by and between the City and the Park Authority dated July 15, 2002, the City and the Park Authority agreed and acknowledged, among other things, that the Lease, as modified thereby, was "a valid and binding agreement between the City and the Park Authority"; and

**WHEREAS**, on April 14, 2010, the Park Authority issued its tax-exempt Park Facilities County Contribution Revenue Bonds, Series 2010 Bonds (the "Series 2010 Bonds"). The final maturity date for the Series 2010 Bonds is April 15, 2029. The Series 2010 Bonds were used to refinance the Park Authority's Series 1999 Bonds. The Series 1999 Bond proceeds were applied in part to refund the Park Authority's Series 1994 Revenue Bonds, and to finance capital improvements at the Property. The Series 1994 Revenue Bonds financed, in part, the Park Authority's costs of acquisition, construction and equipment at the Property; and

**WHEREAS**, in connection with the issuance of the Series 2010 Bonds, the County and the Authority executed and delivered a Tax Certificate, dated April 14, 2010 (the "Tax Certificate"), containing various certifications, covenants and representations designed to ensure that interest with respect to the Series 2010 Bonds will not be included in gross income for federal income tax purposes; and

**WHEREAS**, pursuant to resolution number 12-326 adopted on March 13, 2012, the Prince William Board of County Supervisors authorized and accepted the ownership of all property owned by the Park Authority and assumed all the Park Authority's contractual obligations and liabilities, as the Park Authority's successor-in-interest; and

**WHEREAS**, the County and the City have agreed to terminate the Lease in consideration of the mutual covenants set forth below and in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the County and the City conducted an inspection of the Property on April 25, 2019 and have agreed that, except for the repairs listed in Exhibit A attached hereto, the Property is in good condition, reasonable wear and tear excepted. The County has agreed to make the repairs in Exhibit A on or before September 30, 2019.

**NOW THEREFORE**, in consideration of the following terms, covenants and conditions, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference into this Termination Agreement as though set forth herein at length.
2. Payment by County to City. The County shall pay the City the sum of Four Hundred Eighty-Nine Thousand Two Hundred Twelve and No/100 Dollars (\$489,212.00), which amount represents the present-day value of all remaining lease payments due to the City pursuant to the Lease. This payment will be due in Fiscal Year 2020 but no later than September 30, 2019.
3. Operation of Golf Course. Any and all obligations of the County to operate a golf course pursuant to the Lease shall be permanently suspended upon the execution of this Termination Agreement by the parties.
4. Lease Termination. Upon the satisfaction of the County's obligation in Section 2 above, the Lease shall be deemed terminated and cancelled (the "Termination Date"). The County shall vacate the Property and (i) the Lease shall be deemed terminated and cancelled with the same effect as if such date were the normal expiration date of the Lease, and (ii) neither party shall have any claim against the other, and each party releases the other from any and all claims, liabilities, damages or actions of any kind whatsoever arising out of or pursuant to the Lease or the County's use or occupancy of the Property.
5. City Obligations. Reference is made to Part B, Section 1 of the Tax Certificate. The City shall not, without the prior written consent of the County, use, or permit the use of, all or any part of the Property in any way that would cause the County to violate the provisions of such Part B, Section 1 or of any similar agreement that the County shall make in connection with any refinancing of the Series 2010 Bonds. Upon the earlier to occur of (i) July 1, 2021, and (ii) the discharge of the last tax-exempt financing incurred by or on behalf of the County with respect to the Property, the County shall notify the City in writing that the City's obligation with respect to this Section 5 shall not thereafter be applicable.
6. County Obligations. The County shall remove all of the County's personal property and equipment from the Property and leave the Property in good condition, reasonable wear and tear

excepted. Except as set forth in Section 5 above and notwithstanding the provisions of this Termination Agreement, the City shall assume no obligations with respect to the discharge of the Series 2010 Bonds or any other obligations incurred by or on behalf of the County to refinance the Series 2010 Bonds, and the County shall remain obligated to discharge its obligations with respect to the Series 2010 Bonds or any such other obligations, subject to appropriation by the Prince William Board of County Supervisors, as set forth in the documents relating to the Series 2010 Bonds or such other obligations.

7. County Environmental Representations and Warranties. The County represents and warrants to the City that, to the best of the County's knowledge, but without investigation, there has been no spill, discharge, filtration, release, or seepage of oil, petroleum, or chemical liquids or solids, liquid or gaseous products, or any hazardous waste or hazardous substance (as those terms are used in the hazardous waste laws, as such laws may be amended from time to time), nor are there any underground storage tanks, at, upon, under, or within the Property.

8. Mutual Release. Subject to the representations and warranties made by the County in Section 7 above, effective on the Termination Date, the City and the County each release the other party hereto from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the Lease or the Property, except for the obligations set forth expressly in this Termination Agreement. Subject to the representations and warranties made by the County in Section 7 above, each party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits. In connection with such waiver and relinquishment, each party acknowledges that it is aware that it or its attorneys or accountants may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Termination Agreement or the other party hereto, but that, with the exception of any claims related to hazardous waste or hazardous substance, it is such parties' intention hereby to fully, finally, and forever settle and release all of the claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between each party with regard to the Lease or the Property. With the exception of any liability related to hazardous waste or hazardous substance, this Termination Agreement shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts.

9. Knowing Release. In executing this Termination Agreement, both parties hereto acknowledge that they have consulted with and received the advice of counsel and that the parties have executed this Termination Agreement after independent investigation and without fraud, duress, or undue influence.

10. Final and Complete Expression. This Termination Agreement is the final and complete expression of the parties. This Termination Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the parties hereto.

11. Severability. If any provision in this Termination Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Termination Agreement.

12. Counterparts. This Termination Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

{Signature pages follow}

WHEREFORE, in consideration of the foregoing, the authorized representatives of the County and the City have executed this Termination Agreement in duplicate on behalf of the parties.

**CITY OF MANASSAS PARK**

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

By: \_\_\_\_\_  
Jeanette Rishell, Mayor

Attest:

By: \_\_\_\_\_  
Lana Conner, City Clerk

**PRINCE WILLIAM BOARD OF COUNTY  
SUPERVISORS**

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

By: \_\_\_\_\_  
Chairman of the Prince William Board of County  
Supervisors

Attest:

By: \_\_\_\_\_  
Andrea P. Madden, Clerk to the Board

**EXHIBIT A**  
**TO**  
**LEASE TERMINATION AGREEMENT**  
  
**REPAIRS TO CERTAIN IMPROVEMENTS ON AND**  
**REMOVAL OF CERTAINS ITEMS FROM THE “PROPERTY”**

The County has agreed to do the following repairs and remove the stated items from the Property. Said repairs and item removals will be completed on or before September 30, 2019.

1. Replace the roof of the pump station to the left of Hole Number Four.
2. Repair exposed wire on side of bridge located on the Property.
3. Repair gap between the bridge and the walkway leading to the bridge.
4. Remove golf ball washers along the trails on the Property.
5. Remove “General Ridge Golf Course” signs.
6. Remove tree debris on the Property trails that is blocking passage.