

TMP: 280061000

Prepared By: Henry C. Young
VSB #91677
Scott | Kroner, PLC
418 E. Water St.
Charlottesville, VA 22902

FIRST AMENDMENT TO DEED OF LEASE

THIS FIRST AMENDMENT TO DEED OF LEASE (the “Amendment”) is made and entered into to be effective as of the 1st day of July, 2024 (“Amendment Effective Date”), by and between **WATER STREET LEASING, LLC**, a Virginia limited liability company (“Landlord”) and **WATER STREET PARKING GARAGE CONDOMINIUM ASSOCIATION**, a Virginia corporation (“Tenant”).

RECITALS:

A. Landlord is the owner of a tract of land located in the City of Charlottesville, known as TMP 280061000 (the “Land”), acquired by Deed of Gift from Charlottesville Parking Center, Inc. (“CPC”) dated January 12, 2017, and recorded in the Clerk’s Office for the City of Charlottesville as Instrument Number 201700000338.

B. The Land was leased by CPC as Landlord to Water Street Development Group (“WSDG”) as Tenant, by Deed of Lease dated May 1, 1991, and recorded in the Clerk’s Office for the City of Charlottesville in Deed Book 582, page 424 (the “Ground Lease”).

C. WSDG assigned its rights in the Ground Lease to Tenant by Assignment and Consent to Assignment dated February 16, 1994, and recorded in the Clerk’s Office for the City of Charlottesville in Deed Book 623, page 782.

D. CPC assigned its rights in the Ground Lease to Landlord by Assignment of Deed of Lease dated January 13, 2017, and recorded in the Clerk’s Office for the City of Charlottesville as Instrument Number 201700000339.

E. Landlord and Tenant have agreed to amend the Ground Lease to set the annual rent to be paid under the Ground Lease for the period from July 1, 2024 to June 30, 2044, upon the terms and conditions set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference. The use of any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Ground Lease.

2. Rental. Notwithstanding the provisions of Section 4.2 of the Ground Lease, Landlord and Tenant agree that the rent to be paid pursuant to the Ground Lease for the period from July 1, 2024 to June 30, 2044 will be determined as follows:

(a) Commencing on July 1, 2024, annual rent to be paid by Tenant to Landlord will be one million eight hundred thousand dollars (\$1,800,000.00), payable in equal monthly installments as further provided for in the Ground Lease.

(b) Commencing on July 1, 2025, and continuing each July 1st thereafter, until June 30, 2044, annual rent will increase by the greater of: a) three percent (3%) from the previous annual rent amount; or b) the increase in CPI-U between January 1 and December 31 of the immediately preceding calendar year. "CPI-U" as used in this Agreement is agreed to refer to "Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted" published by the Bureau of Labor Statistics. Department of Labor.

(c) Notwithstanding the foregoing rent adjustment provisions, Landlord and Tenant agree that annual rent under the Ground Lease will increase on July 1, 2034, by fifteen percent (15%) from the annual rent amount payable from July 1, 2033-June 30, 2034.

3. Final Agreement; Ratification. Except as specifically set forth herein, the Lease remains unchanged and in full force and effect and the parties, by their execution of this Amendment, hereby ratify, affirm and approve the Lease, as amended hereby.

[signature page follows]

WITNESS the following signature and seal:

LANDLORD:

WATER STREET LEASING, LLC

BY: _____(SEAL)
W. Mark Brown, Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____:

I, the undersigned Notary Public, in and for the Commonwealth of Virginia, hereby certify that the foregoing amendment was acknowledged before me this ____ day of July 2024, by W. Mark Brown, manager of Water Street Leasing, LLC., a Virginia limited liability company, on behalf of the company.

_____(SEAL)

Notary Public

My commission expires: _____

Notary registration number: _____

WITNESS the following signature and seal:

TENANT:

WATER STREET PARKING GARAGE
CONDOMINIUM ASSOCIATION

BY: _____(SEAL)
W. Mark Brown, President

BY: _____(SEAL)
Chris Engel, Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

I, the undersigned Notary Public, in and for the Commonwealth of Virginia, hereby certify that the foregoing amendment was acknowledged before me this ____ day of July 2024, by W. Mark Brown, president, and Chirs Engel, vice president, of Water Street Parking Garage Condominium Association, a Virginia corporation, on behalf of the corporation.

_____(SEAL)
Notary Public
My commission expires: _____
Notary registration number: _____