

LEWIS COUNTY PUBLIC FACILITIES DISTRICT

RESOLUTION NO. 10-009

A RESOLUTION of the Board of Directors of the Lewis County Public Facilities District, approving the form of an amendment to the Event Center Lease Agreement.

Whereas, The Lewis County Public Facilities District and Lewis County Event Center, LLC (the "LLC") on July 16, 2010, entered into an "Event Center Lease Agreement" (the "Lease") relating to the proposed Event Center; and

Whereas, the District and the LLC agreed in Section 2 of the Lease to complete the drafting and execution of certain "Preliminary Project Documents" on or before October 1, 2010; and

Whereas, development of the Event Center is proceeding, but the District and the LLC recognized that it was impracticable to have all Preliminary Project Documents completed before the October 1, date, and therefore entered into an "Amendment to Event Center Leasehold Agreement" to extend the date agreed upon until December 1, 2010; and

Whereas, the District is in the process of engaging an architect to sign internal improvements to the Event Center, and the District and the LLC have determined that the allocation of responsibility for the various internal improvements, and the cost for those improvements, still cannot be determined until after the architect's design work is completed;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LEWIS COUNTY PUBLIC FACILITIES DISTRICT:

Section 1 Approval of Form of Amendment to Event Center Lease.

The Board approves the "Second Amendment to Event Center Lease Agreement" in substantially the form attached as Exhibit 1 and incorporated herein by reference.

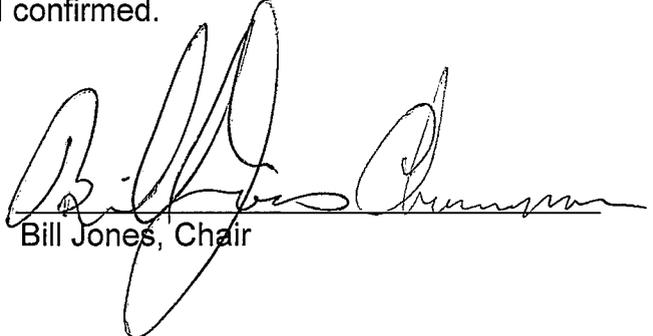
Section 2 Authorization of Execution of Event Center Lease.

The Chair of the Board is authorized to execute the Second Amendment to Event Center Lease Agreement in substantially the form of Exhibit 1, with such adjustments as are consistent with the purposes of this resolution.

Section 3 Ratification of Prior Acts.

Any action taken consistent with the authority and prior to the effective date of this resolution is hereby ratified, approved and confirmed.

ADOPTED this 14th day of December, 2010.



Bill Jones, Chair

EXHIBIT A

(FORM OF) Second Amendment to Event Center Lease Agreement

Whereas, The Lewis County Public Facilities District (the "Landlord") and Lewis County Event Center, LLC (the "Tenant") on July 16, 2010, entered into an "Event Center Lease Agreement" (the "Lease") relating to a Project that is part of a Regional Center; and

Whereas, the Landlord and Tenant agreed in Section 2 of the Lease to complete the drafting and execution of certain "Preliminary Project Documents" on or before October 1, 2010; and

Whereas, development of the Project is proceeding apace, but the Landlord and Tenant recognized that it is impracticable to have all Preliminary Project Documents completed before the date earlier agreed upon, and therefore entered into an "Amendment to Event Center Leasehold Agreement"; and

Whereas, Landlord is in the process of engaging an architect to sign internal improvements to the building now under construction for the Project, and the Landlord and Tenant have determined that the allocation of responsibility for various internal improvements, and the cost for those improvements, cannot be determined until after the architect's design work is completed;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Landlord and Tenant agree as follows:

1. Section 2 of the Lease is further amended to read as follows:
 2. Preliminary Project Documents. Landlord and Tenant shall make good faith efforts to agree on the following (collectively, the "Preliminary Project Documents"):
 - 2.1 The location, square footage, general design and layout, and performance specifications of the Project including the Building and Exterior Improvements and those areas to be located in the Building and subleased to the School District pursuant to the School District Sublease (as defined below) (the "Preliminary Design Documents");

2.2 Which portions of the Project will be constructed by Landlord ("Landlord's Work");

2.3 Which portion of the Project will be constructed by Tenant ("Tenant's Work"). All designs, structures, equipment, fixtures, improvements, and personal property not included in Landlord's Work that are necessary or appropriate for the operation of the Premises for the Permitted Uses (as defined in Section 20) will be constructed and installed by Tenant, at Tenant's sole cost, and be part of Tenant's Work;

2.4 A schedule of milestones for construction of Landlord's Work and Tenant's Work (the "Project Construction Schedule"), which will include the expected Lease Commencement Date (as defined in Section 11.1);

2.5 The amount of Tenant's Landlord Work Cash Contribution (as defined in Section 10 below);

2.6 The amount of Tenant's Additional Cash Contribution (as defined in Section 10 below);

2.7 The form of the Tenant's Landlord Work Cash Contribution Letter of Credit or the Tenant's Landlord Work Cash Contribution Escrow Agreement (as defined in Section 10 below), as applicable;

2.8 The form of the Tenant's Additional Cash Contribution Escrow Agreement (as defined in Section 10 below);

2.9 The Public Benefits Program (as defined in Section 13 below) for the initial calendar year in which the Lease Commencement Date is estimated to occur;

2.10 An agreement (the "Leasehold Mortgage Agreement") between Tenant, Landlord (and the City, if applicable) and the institutional lender that will provide Tenant with financing for Tenant's Work ("Tenant's Lender") regarding the right of Tenant to grant a leasehold mortgage with respect to Tenant's leasehold interest under this Lease, which right will be subject to such terms, conditions and restrictions as agreed to by Landlord, Tenant and Tenant's Lender, each in their sole and reasonable discretion;

2.11 The legal description of the Land to be attached hereto as Exhibit "A";

2.12 The necessary agreements required to provide the Off-Site Parking;

2.13 The non-disturbance and attornment agreement contemplated under Section 43 below between Tenant and the City acceptable to Tenant and the City, each in their sole and reasonable discretion; and

2.14 A sublease agreement between Tenant and the School District acceptable to Tenant and the School District, each in their sole and reasonable discretion, pursuant to which Tenant shall sublease space in the Building to the School District during the entire Lease Term for no cost for the School District's exclusive use for batting cages and ancillary facilities.

In the event Landlord and Tenant (and Tenant's Lender and the City with respect to the Leasehold Mortgage Agreement) are for any reason unable to agree upon any of the Preliminary Project Documents on or before May 1, 2011 (~~December 1, 2010~~), then either Landlord or Tenant may thereafter elect to terminate this Lease by written notice to the other party at any time prior to the date on which the parties approve in writing the Preliminary Project Documents. In the event this Lease is terminated under this Section 2, neither party shall have any further obligations hereunder except that Landlord shall reimburse Tenant for any costs incurred by Tenant from any claims by creditors of Landlord.

2. All capitalized terms used but not otherwise defined herein shall have the meanings given in the Lease.

3. This Second Amendment to Event Center Lease Agreement shall be effective as of December 1, 2010. Any actions taken by the Landlord or Tenant prior to the effective date of this Second Amendment that is consistent with its terms, is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of the date set forth in the first paragraph of this Lease.

LANDLORD:

TENANT:

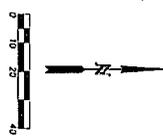
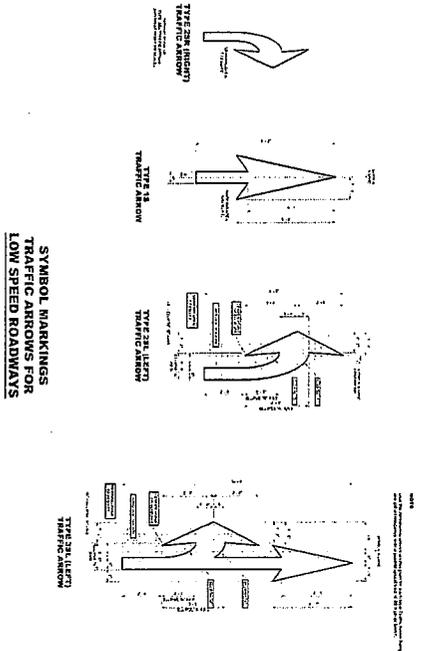
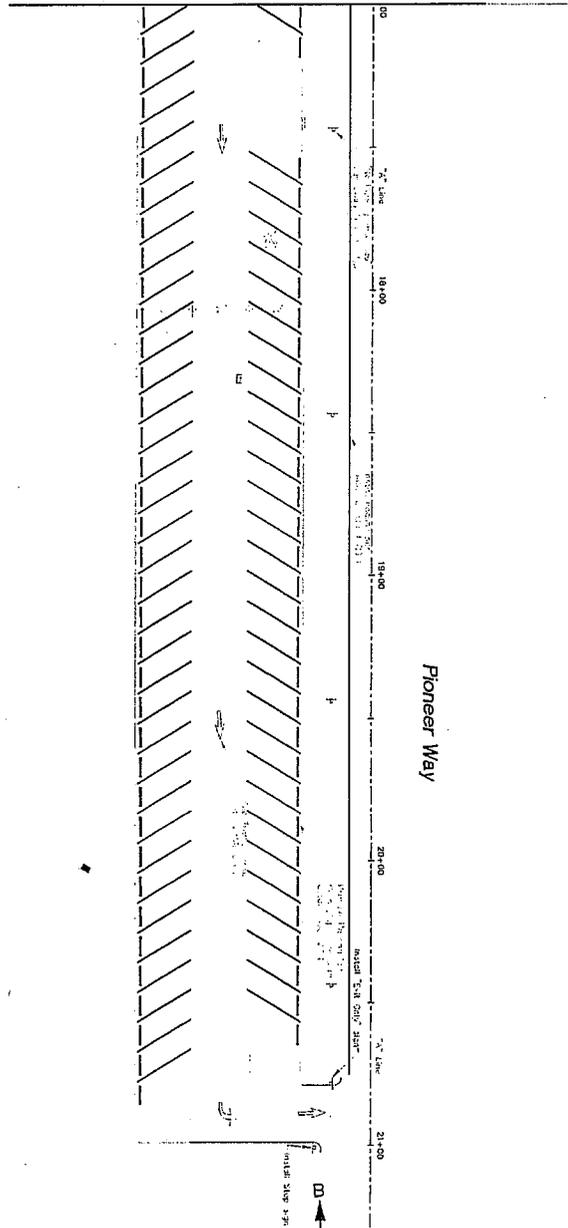
LEWIS COUNTY PUBLIC UTILITIES DISTRICT

LEWIS COUNTY EVENT CENTER, LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Match Line Sheet C3.2
Sta. "A" 17+00



PRELIMINARY
SUBJECT TO REVISION



14 of 19
SHEET
C3.3

PFD Parking Lot/Storm
Drainage Plan
2010

Striping Plan
Sta. "A" 17+00 to
Sta. "A" 21+50

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