BOARD OF SUPERVISORS
PUBLIC HEARING
STAFF REPORT

SUBJECT: Proposed Lease of County Property to DC Soccer Management Company, LLC-Portion of Philip A. Bolen Memorial Park

ELECTION DISTRICT: Catoctin

CRITICAL ACTION DATE: At the pleasure of the Board

STAFF CONTACT: Tim Hemstreet, County Administrator
Buddy Rizer, Economic Development
Erin McLellan, Management and Budget
Courtney R. Sydnor, County Attorney’s Office

PURPOSE: To consider leasing approximately 54 acres of land within Philip A. Bolen Memorial Park (Bolen Park) to DC Soccer Management Company, LLC (DCSMC), pursuant to terms and conditions outlined in a proposed Memorandum of Agreement (MOA) between the County of Loudoun (County) and DCSMC.

RECOMMENDATION:
Staff recommends that the Board of Supervisors (Board) approve the proposed MOA between the County and DCSMC, direct staff to develop a formal lease agreement consistent with the terms and conditions outlined in the MOA (Attachment 1), and direct staff to begin the entitlement and site development process as outlined herein.

BACKGROUND: DCSMC is an affiliate of DC Soccer LLC, which owns and operates a Major League Soccer team known as DC United. DCSMC has been granted a franchise to establish a new team in the United Soccer League (USL Team), which is a Division II men’s professional soccer league. The USL Team will be an affiliate of DC United. DCSMC desires to construct certain facilities for DC United and the USL Team in the County, including a stadium for the USL Team, and shared headquarters, training facilities and fields for both teams (collectively, the “Facilities”). DCSMC and County staff have negotiated a proposed MOA, which outlines the terms and conditions upon which the County would lease to DCSMC approximately 54 acres of land at Bolen Park for development of the Facilities. An exhibit to the MOA outlines the general terms of stadium use, marketing and revenue sharing agreements that would be included as part of
the proposed lease. Pursuant to Virginia Code § 15.2-1800, the Board is required to conduct a public hearing before it may enter into an agreement to lease County-owned property to DCSMC.

**ISSUES**: Following is an overview of the material terms and conditions of the proposed lease, as outlined in the MOA and exhibits thereto.

**Facilities**: DCSMC intends to construct (i) a stadium for the USL Team with a minimum capacity of 5,000 seats; and (ii) approximately 40,000 square-feet of shared headquarters and training facilities for DC United and the USL Team and four full-size soccer fields, including adequate parking, lighting and restroom facilities (Training Facilities). Two of the fields will be for exclusive use by DC United and the USL Team, and two of the fields will be available for County use and for joint community programming by the USL Team and the County (Public Fields). Exhibit A to the MOA is a concept drawing that shows the proposed location of the Stadium Site and the Training Facility Site. DCSMC will be responsible for design and construction of the Facilities.

**Stadium Parking**: The County will be responsible for providing adequate parking and pedestrian access for the proposed stadium. The minimum parking requirements for a stadium of up to 6,000 seats is approximately 1,500 spaces. The County will construct approximately 1,000 parking spaces at the Stadium Site (see Exhibit A to MOA) and proposes to use the existing Park and Ride Lot on the opposite side of Crosstrail Boulevard, which has 691 spaces, to satisfy the minimum parking requirements for stadium events. Exhibit A identifies Future Parking Sites within Bolen Park at which approximately 1,100 additional spaces could be constructed in the event of future expansion of the stadium, but the parties do not intend to develop those spaces at this time. The County would be responsible for all design, site development, construction and maintenance necessary for parking at the Stadium Site and pedestrian pathways to the stadium. The County may establish parking fees for stadium events, and will be entitled to collect and retain the revenue. The County will also be able to use the Stadium Site parking at any time when there is not an event at the stadium. This is beneficial to the County as there is currently a need for an additional park and ride lot in Leesburg. It is possible that the new Stadium Site parking could also serve that purpose.

**Lease Premises and Term**: The County will lease to DCSMC approximately 54 acres of land within Bolen Park. (Exhibit B to the MOA). The lease is anticipated to be for a term of 40 (forty) years, with an option for two ten-year extensions. The leased premises will include the land, the Facilities to be constructed by DCSMC, and the portion of stadium parking located at the Stadium Site. The Future Parking Sites and the existing Park and Ride Lot will not be included in the lease premises. The County will retain title to the land throughout the lease term and, upon completion of construction, title to the Facilities and other improvements on the land will also belong to the County.

**Development Activities**: Pursuant to its franchise agreement, the USL Team is obliged to begin competitive play in spring 2019. In order to facilitate the entitlement process as efficiently as possible, the County proposes to prepare, submit and pursue consideration of applications for a comprehensive plan amendment, rezoning and special exception, as necessary to enable DCSMC...
to construct the Facilities in Bolen Park. Depending on the particular rezoning classification sought, a special exception may not be necessary. The County would also seek the requisite zoning authority for DCSMC to operate retail and concessions, including beer and wine, at stadium events.

Additionally, in order to prepare the specific portions of the park property not currently utilized for development, the County proposes to clear and rough grade both the Stadium Site and the Training Facility Site. Since the Stadium Site will also include the stadium parking, the County proposes to clear the stadium area as well as the parking areas. The Training Facility Site has been used as a spoils site by the County for a number of years. Since it is an unusual situation caused by the County, the MOA (and subsequent lease) would require the County to clear the spoils site.

DCSMC will prepare, submit and pursue approval of all land development applications and permits necessary for development and construction of the Facilities, except for the entitlements and permits for clearing and grading to be completed by the County. DCSMC will also be responsible for paying any utility connection fees charged by the Town of Leesburg, which is the public water and sewer provider for Bolen Park.

**Financing and Rent:** The County will issue debt to finance the construction of the Facilities, in an amount up to $15 million. The length of financing periods for the Facilities are still being determined between the team and the County, but discussions thus far have involved a twenty year financing period for the stadium and fields and a thirty year period for the training and headquarters building. The nature of the stadium construction is likely to require significant upgrade or replacement after 15 to 20 years which would suggest a similar timeframe for financing. The training facility and headquarters building would be a more traditional office-style structure and therefore have a longer useful life.

During any period of debt service, DCSMC would pay rent to the County in an amount sufficient to cover principal and interest payments on all debt issued. After the debt is retired, DCSMC will pay rent in accordance with a revenue sharing agreement to be included as part of the lease.

**Facility Maintenance:** DCSMC will be responsible, at its cost, for the operation, routine maintenance, and capital maintenance, repair or replacement of the Facilities during the lease term, excluding the parking areas at the Stadium Site.

**Admissions Tax:** The parties will work cooperatively to pursue legislative authority from the General Assembly for an admissions tax at the stadium. If an admissions tax is authorized by the General Assembly, the revenue will be applied to offset debt service for any debt issued by the County. Upon the retirement of the debt, admissions tax revenue may be used to offset recapitalization associated with modernization or other capital improvements to the stadium, if applicable. In the event that all County-issued debt for the Facilities is retired, the admissions tax revenue shall be allocated in accordance with the parties’ revenue sharing agreement.

**Use of Facilities.** The lease that is developed between the County and DCSMC will include more detail regarding potential uses of the stadium facility. Contained as Exhibit D to the MOA is an outline for use and marketing provisions that will be incorporated as part of the lease. The County
will have the ability to hold tournaments and other events at the stadium. Because the stadium will be located in the same park as six existing soccer fields owned by the County and the two future shared-use fields to be developed by DCSMC, Bolen Park will likely be an attractive destination for regional and national soccer tournaments.

**Public Fields:** The County will be entitled to exclusive use of the two Public Fields on weekdays from 5:00 p.m. to 10:00 p.m.; and weekends from 8:00 a.m. to 5:00 p.m., for programming by Parks, Recreation and Community Services (PRCS). The County may also use the Public Fields during other hours, provided such use will not interfere with any scheduled event or programming by DCSMC. During times that the County uses the Public Fields, the County is responsible for staffing as well as costs of using the field such as utilities. The addition of these two new Public Fields will increase the number of soccer fields available at Bolen Park for PRCS programming from six to eight.

**Team Name:** DCSMC is also currently in discussions with USL on the name of its new team and has agreed to pursue a name which includes Loudoun. Although the final decision on approval of the team name lies with the USL, DCSMC feels that they will be able to incorporate “Loudoun” in the USL Team branding, on the player jerseys and likely in the name itself.

**Next Steps:** If the Board desires to proceed with the project as outlined in the draft MOA, staff recommends that the Board approve the MOA and direct to staff to prepare and execute a ground lease consistent with the terms outlined in the MOA. Additionally, during the entitlement process, the ability to operate retail sales and to sell beer and wine at Bolen Park will require an amendment to Chapter 1092 of the Codified Ordinances. The ability to conduct these activities is important to DCSMC’s operation of the USL Team at this location. If the Board approves the MOA and directs staff to move forward with the entitlement process, staff will pursue this ordinance change as part of the entitlement actions. It would be necessary to pursue these steps concurrently in order to have the project completed and the stadium ready by the spring of 2019 as required by DCSMC’s franchise agreement with the USL.

Exhibit D to the draft MOA sets forth the minimum marketing assets to which the County shall be entitled under the lease, but acknowledges that the parties may negotiate a separate agreement for additional marketing assets independent of the MOA and the lease. The Board may choose to authorize staff to negotiate such an agreement at this time.

**FISCAL IMPACT:** The land at Bolen Park which would be leased to DCSMC for development of their Facilities is valued at approximately $23 million. Additionally, the County will use its debt capacity to issue $15 million of debt for the construction of the Facilities by DCSMC, although the MOA and lease would require DCSMC to pay the County each year for annual interest and principal on this debt. Direct fiscal impacts to the County associated with this agreement pertain to site preparation and the construction of parking at the Stadium Site. The estimated costs of the site preparation and the construction of parking will total approximately $7 million.
Previously through the CIP, the County has funded a second Park and Ride Lot in Leesburg. A site for this lot has not been located nor has a project been started. Should the Board desire to utilize the stadium parking as additional needed park and ride lot capacity in Leesburg, there is approximately $1 million of NVTA 70% funding available for a Leesburg park and ride which could be used to partially offset the County’s cost of building the parking facilities around the stadium. This parking lot, which will include approximately 1,000 spaces, would then be available to fill the need for additional park and ride lot capacity in Leesburg.

**ALTERNATIVES:** The Board can elect to proceed with this project by approving the MOA, directing staff to develop a ground lease as outlined in the MOA, and directing staff to commence the entitlement and site development process as outlined herein. Alternately, the Board could elect not to proceed with the project and direct staff to cease further discussions with DCSMC about location of its USL Team in the County.

**DRAFT MOTIONS:**

1. I move that the Board of Supervisors forward Proposed Lease of County Property to DC Soccer Management Company, LLC – Portion of Philip A. Bolen Memorial Park to a future Board of Supervisors Business Meeting for action.

OR

2a. I move that the Board of Supervisors suspend the rules.

AND

2b. I move that the Board of Supervisors approve the Memorandum of Agreement between the County of Loudoun and DC Soccer Management Company, LLC, substantially in the form attached as Attachment 1 to the January 10, 2018, Board of Supervisors Public Hearing Staff Report, and authorize the County Administrator or his designee to sign the agreement in final form approved by the County Attorney or his designee.

I further move that the Board of Supervisors direct the County Administrator and the County Attorney or their respective designees to develop a lease agreement consistent with the terms and conditions outlined in the approved Memorandum of Agreement, and direct the County Administrator or his designee to execute the lease in final form approved by the County Attorney or his designee.

I further move that the Board of Supervisors authorize County staff, acting under the direction and supervision of the County Administrator or his designee, to commence the entitlement process and other development activities as outlined in the January 10, 2018, Board of Supervisors Public Hearing Staff Report, and to take all steps reasonably necessary or appropriate to perform the County’s obligations, and protect its interests under the approved Memorandum of Agreement.
I further move that the Board of Supervisors authorize Department of Economic Development staff to negotiate a separate marketing agreement with DC Soccer Management Company, LLC, independent of the lease, which shall be funded through Economic Development’s departmental budget.

OR

3. I move an alternate motion.

ATTACHMENTS

1. Proposed Memorandum of Agreement Between DCSMC and Loudoun County
   - Exhibit A – Concept Drawing
   - Exhibit B – Lease Area Plat without Easements
   - Exhibit C – Lease Area Plat with Easements
   - Exhibit D – Outline of Stadium Use and Marketing Agreement
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA"), dated as of _______________________, 2017 ("Effective Date"), is by and between the County of Loudoun, Virginia, a political subdivision of the Commonwealth of Virginia ("County") and DC Soccer Management Company, LLC, a Delaware limited liability company ("DCSMC").

Whereas, DCSMC is an affiliate of DC Soccer LLC, which owns and operates a Major League Soccer team known as DC United;

Whereas, DC United will begin playing games at a newly-constructed stadium in the District of Columbia in 2018, but desires to relocate its headquarters and training facilities to the County; and

Whereas, DCSMC has been granted a franchise to establish and operate a team to participate in the United Soccer League ("USL"), a Division II men’s professional soccer league ("USL"); and

Whereas, DCSMC’s new USL franchise will commence play in March 2019 as a minor league affiliate of DC United ("USL Team"); and

Whereas DCSMC desires to construct certain facilities for DC United and the USL Team (the “Teams”) in the County, including a stadium for the USL Team; shared headquarters, training facilities and fields for both teams; and a youth soccer academy (collectively, the “Facilities”); and

Whereas, the County and DCSMC desire to enter into a partnership whereby the County will support DCSMC’s efforts to bring the Teams to the County, by providing the land, certain infrastructure improvements, and debt financing for the Facilities.

In consideration of the foregoing, the parties execute this MOA to outline the terms and conditions of their partnership, and to provide a framework for final negotiation of a ground lease and other agreements to be executed by the parties.

1. Facilities. DCSMC intends to construct the following facilities on a portion of the land comprising Philip A. Bolen Memorial Park ("Park"), which is located in and owned by the County:

   (a) a semi-permanent, modular stadium for the USL Team’s home games, which shall have a minimum capacity of 5000 seats, but which may be expanded in the future to accommodate additional capacity ("USL Stadium");

   (b) approximately 40,000 square-feet of shared headquarters and training facilities for the Teams and DC United’s youth soccer academy, including adequate parking in accordance with applicable ordinances and regulations ("Headquarters"); and

   (c) four full-size soccer pitches with adequate parking, lighting and restroom facilities in accordance with applicable ordinances and regulations ("Fields") (collectively with

Attachment 1
the Headquarters, the “Training Facility”); two of the Fields shall be for exclusive use by the Teams (“Team Fields”), and two of the Fields shall be available for County use and for joint community programming by the USL Team and the County (“Public Fields”), as more particularly described in Section 5 below.

As used herein, the term “Facilities” means the USL Stadium and the Training Facility; parking for the Training Facility; and restrooms, lights and other ancillary improvements for the USL Stadium and Training Facility. The term “Facilities” does not include Stadium Parking (as defined in Section 3).

2. Conceptual Layout: The document attached as Exhibit A to this MOA is a concept drawing reflecting the proposed locations for the USL Stadium (“Stadium Site”) and the Training Facility (“Training Facility Site”), and the location of an existing park and ride lot on County property adjacent to the Park that will be used for additional stadium parking (“Park and Ride Lot”). Exhibit A also reflects potential locations for the construction of additional parking lots in the event of a future stadium expansion. (“Future Parking Sites”).

3. Stadium Parking:

(a) The County shall provide adequate parking for the USL Stadium by constructing a new surface parking lot at the Stadium Site and by allowing stadium patrons to use the Park and Ride Lot (collectively, “Stadium Parking”). The County shall also provide for safe pedestrian access to and from Stadium Parking. For all of its stadium events, DCSMC shall direct patrons to park in the designated Stadium Parking areas (i.e., through signage, marketing materials, ticketing information, and other reasonably appropriate means). DCSMC shall use reasonable efforts to discourage stadium patrons from parking in other areas of the Park.

(b) The County shall be responsible for all design, site development, construction and maintenance necessary for Stadium Parking, including pedestrian access. The County may establish parking fees for USL Stadium events, and shall be entitled to collect and retain all such fee revenue. The County shall be entitled to use Stadium Parking (including the portion located on the Stadium Site), in its discretion, at any time when there is not an event at the USL Stadium.

4. Ground Lease Terms.

(a) Premises: The County shall lease to DCSMC or a designated affiliate approximately 54 acres of land within the Park, as depicted on the plat attached as Exhibit B (“Land”). The leased premises shall include the Land, the Facilities constructed thereon by DCSMC, and the portion of Stadium Parking located at the Stadium Site (“Premises”).

(b) Term of Lease: The parties anticipate that the lease shall be for a term of 40 (forty) years, with an option for two ten-year extensions. The actual lease term may be impacted by the particular financing terms secured by the County.
December 19, 2017

(c) Development Activities:

(i) Entitlements: The County shall prepare, submit and pursue approval of applications for a comprehensive plan amendment, rezoning and special exception (“Entitlements”), as necessary to enable DCSMC to construct the Facilities on the Land. Depending on the particular rezoning classification sought, a special exception may not be necessary. During the Entitlement process, the County shall seek the requisite zoning authority for DCSMC to operate retail and concessions, including beer and wine, at stadium events.

(ii) Vehicular Access: The County shall design, construct and maintain adequate ingress and egress for vehicular traffic to and from the Stadium Site, the Park and Ride Lot and the Training Facility Site, in the approximate locations shown on Exhibit A or as otherwise agreed by the parties. In order to minimize traffic impacts at the Park, DCSMC shall use Cochran Mill Road as the primary access point to and from the Training Facility.

(iii) Grading and Clearing: The County shall (x) clear existing debris from the Training Facility Site; and (y) grade the Training Facility Site and the Stadium Site within six to twelve inches of final grade (“Rough Grading”). The County shall prepare a Rough Grading plan for the Training Facility Site and the footprint of the USL Stadium for review and approval by DCSMC. Within 15 days following submission of the plan, DCSMC shall either approve the plan in writing or provide written comments specifying the reasons for non-approval. DCSMC’s approval of the Rough Grading plan shall not be unreasonably withheld, denied or delayed. Final grading and other site development for the Training Facility and USL Stadium shall be the sole responsibility of DCSMC.

(iv) Land Development Approvals and Permits: DCSMC shall prepare, submit and pursue approval of all land development applications and permits necessary for development and construction of the Facilities, except the Entitlements and permits for grading and clearing to be completed by the County in accordance with subsection (iii).

(d) Utilities: The County represents that water, sewer and electric utilities are available to serve the Park and may be extended to the Facilities. Exhibit C reflects the location of existing recorded easements. The Town of Leesburg is the public water and sewer provider; DCSMC shall be responsible for paying any utility connection fees charged by the town.

(e) Construction: DCSMC shall contract for, and manage, design and construction of the Facilities on the Land, in accordance with all applicable laws, ordinances and regulations. The Public Fields shall be designed and constructed in accordance with the applicable provisions of the County’s Department of Parks, Recreation and Community Services (“PRCS”) Design Construction Standards, including the specifications for lighting, turf, and large soccer field layout and dimensions. DCSMC represents that it will design and construct the Team Fields to professional standards that meet or exceed the PRCS standards. Lighting for the Public Fields shall be separately metered from the lighting for the Team Fields, so that any electric charges from the County’s use of the Public Fields may be identified and paid by the County in accordance with Section 5(c) of this MOA.
(f) **Finance**: The County will finance construction of the Facilities, in an amount up to $15 million, upon terms and conditions determined by the County in consultation with its financial advisors and bond counsel. The parties presently anticipate that financing for the USL Stadium and Fields will be amortized over a twenty-year period, and that financing for the Headquarters building may be amortized for a period up to thirty years.

(g) **Revenue Sharing**: The lease shall include revenue sharing provisions addressing, inter alia, how the parties will share certain stadium and parking revenues following the retirement of all County-issued debt for the Facilities and recovery of County development expenses, respectively. The general parameters of the revenue sharing provisions are identified in Exhibit D.

(h) **Rent**: During any period of debt service, DCSMC shall pay rent to the County in an amount sufficient to cover principal and interest payments on all debt issued by the County to finance the Facilities (including any recapitalization or refunding). Upon retirement of all County-issued debt, DCSMC shall pay rent to the County in accordance with the revenue sharing provisions of the lease. In the event the parties are unable to agree upon a revenue share, rent during any post-debt service period shall be based on a fair market rate as determined by three independent appraisers. The particular method for selecting the appraisers and determining the fair market rental rate shall be prescribed in the lease. Notwithstanding the foregoing, at the start of the twentieth year (20th) year following the lease commencement date, the parties may negotiate new rent terms based upon any recapitalization needs, amount of outstanding debt, revenue stream and other relevant factors.

(i) **Operation & Maintenance**: DCSMC shall be responsible for operation, routine maintenance, and capital maintenance, repair or replacement of the Facilities during the lease term, including all costs thereof. Maintenance shall be conducted in compliance with the recommendations of the architects and/or engineers who designed the Facilities, the operations and maintenance manual provided by the manufacturer or contractor installing any equipment or improvements to be maintained, and any other requirements to be prescribed in the lease. Notwithstanding the foregoing, operation and maintenance of the Stadium Parking, including the portion located on the Stadium Site, shall be the sole responsibility of the County. Except as expressly provided in Sections 3 and 5(c) and Exhibit D, DCSMCE shall collect all revenue from, and pay all expenses for, all events at the Facilities.

(j) **Insurance**: During the lease term, DCSMC shall maintain insurance on the Premises, and shall require all contractors performing work on the Premises to maintain insurance, in accordance with requirements to be outlined in the lease, which requirements shall be generally consistent with the standard terms in other County contracts and ground leases.

(k) **Title to Land and Improvements**: The County shall retain title to the Land throughout the lease term and, upon completion of construction, title to the Facilities and other improvements on the Land shall also vest in the County.

(l) **Non-Relocation**: DCSMC shall covenant that (x) it will not relocate the USL Team out of the County during the lease term; and (y) in the event the affiliation between the USL and Major League Soccer is terminated during the lease term, a Division II level, men’s
professional soccer team that is “second” to DC United shall continue to play in the County either in the USL or another professional league under Major League Soccer.

(m) Admissions Tax: The parties will work cooperatively to pursue legislative authority from the General Assembly for an admissions tax at the USL Stadium. If an admissions tax is authorized by the General Assembly, the revenue shall be applied to offset debt service for any debt issued by the County in accordance with Section 4(f). Upon the retirement of such debt, admissions tax revenue may be used to offset recapitalization associated with modernization or other capital improvements to the USL Stadium, if applicable. In the event that all County-issued debt for the Facilities is retired, the admissions tax revenue shall be applied in accordance with the revenue sharing provisions of the lease.

5. Use of Facilities. The lease shall incorporate (either expressly or by reference) the following provisions regarding the Facilities during the lease term.

(a) USL Stadium: The County shall have the right to use the USL Stadium in accordance with the terms and conditions outlined in Exhibit D.

(b) Stadium Schedule: In an effort to mitigate impacts associated with increased traffic at the Park during USL Team games and other stadium events, DCSMC shall provide to PRCS (x) a copy of the USL Team’s home game schedule when it becomes available and promptly notify PRCS of any changes to the schedule; and (y) notice of any other events to be hosted or sponsored by DCSMC at the USL Stadium within 45 days before the event or as soon as reasonably practical for events scheduled less than 45 days in advance.

(c) Public Fields:

(i) The County shall be entitled to exclusive use of the 2 (two) Public Fields on the following days and times: Monday through Friday from 5:00 p.m. to 10:00 p.m.; Saturdays and Sundays from 8:00 a.m. to 5:00 p.m. (“County Field Time”). Programming of the Public Fields during the County Field Time will be determined by PRCS, which programming may include, for example, use by community sports leagues.

(ii) The County may use the Public Fields during hours outside the regular County Field Time, provided such use will not interfere with any scheduled event or programming by DCSMC.

(iii) The County shall ensure that an appropriate number of PRCS staff are present at all times when the County is using the Public Fields, such that DCSMC shall not provide additional staffing unless agreed in advance by the parties. The County shall not pay any rental fee to DCSMC for its use of the Public Fields in accordance with this subsection (c), provided however, the County shall pay DCSMC’s actual, reasonable costs (if any) for operating and maintaining the Public Fields (e.g., utilities, staffing, or damages) during any such activities or events. DCSMC shall be responsible for all other operations and maintenance costs with respect to the Public Fields.
(iv) DCSMC may use the Public Fields during the County Field Time, with the consent, and at the discretion of PRCS, provided such use will not interfere with any scheduled PRCS programming.

(d) Other Fields at the Park: There are six existing soccer fields at the Park that may be used as part of joint programming or other partnership between the USL Team and the County, provided such use will not interfere with any scheduled PRCS programming. Scheduling of any such use shall be at the discretion of PRCS.

6. Team Name: DCSMC shall propose to the USL, and advocate for, a team name that includes the word “Loudoun.” Inclusion of “Loudoun” in the USL Team’s name is a material inducement for, and a condition of the consideration to be provided by the County as outlined in this MOA, including contribution of the Land, financing, and infrastructure improvements.

7. Incorporation of Exhibits: The exhibits to this MOA are incorporated by reference and made part of the parties’ agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed as of the Effective Date set forth above.

COUNTY OF LOUDOUN, VIRGINIA

APPROVED AS TO FORM:

By: ____________________________________________
    Tim Hemstreet, County Administrator

By: ____________________________________________
    Deputy County Attorney

DC SOCCER MANAGEMENT COMPANY, LLC

By: ____________________________________________
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<td>S 45°04’50&quot; E</td>
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**AREA TABULATION**

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**EXHIBIT B**

**SHOWING**

**LEASE AREA 1 AND LEASE AREA 2**

**ON THE LANDS OF COUNTY OF LOUDOUN, VIRGINIA**

PIN 191-10-9856
CATOCTIN ELECTRIC DISTRICT -- LOUDOUN COUNTY, VIRGINIA

SCALE N/A -- DATE: NOVEMBER 10, 2017

Dewberry Consultants LLC
1103 Edwards Ferry Road, Suite 200, Leesburg, Virginia 20176
Phone 703-771-8004
Fax 703-771-6091
www.dewberry.com

ARID-1340-LC

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### Curve Table

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<td>N 30°44&quot;32'</td>
<td>W 24.06'</td>
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Additional Material Terms for Ground Lease between Loudoun County and DC Soccer Management, LLC (DCSMC)

The parties acknowledge and agree that this exhibit outlines terms that constitute a material inducement for Loudoun County’s execution of the MOA, and that such terms shall be incorporated into, and serve as partial consideration for, the lease to be executed by the parties in accordance with Section 4 of the MOA.

Marketing Assets
- “Loudoun” shall be part of the team name (e.g., “Loudoun United”), subject to league approval. Additionally, “Loudoun” shall be incorporated into the design of the USL Team’s road jerseys.
- One suite at the USL Stadium will be permanently named the Loudoun County Economic Development Suite. The County shall have right of first refusal for use of this suite at each game and other public stadium events.
- The USL Team shall reference Loudoun County as the originating point of all team-controlled press releases.
- Loudoun County will have a sign on the outside of the USL Stadium in view of fans walking to the field and at the entrance to Bolen Park.
- This document sets forth the minimum marketing assets to which the County shall be entitled under the lease. The parties may elect to negotiate a separate agreement for additional marketing assets, independent of the MOA and the lease.

Stadium Use
- The County acknowledges that the primary purpose of the USL Stadium is for the playing of professional soccer, and that the County’s use of the stadium will not interfere with that purpose.
- The County and its designees shall be permitted to use the stadium to host or sponsor events (e.g., tournaments, charitable events, fundraisers, events for or benefitting Loudoun County Public Schools or non-profit organizations, and the like) (“County Events”) on days when the stadium is not programmed for use by the USL Team or DCSMC. The County and its designees shall not pay a rental fee to use the stadium for County Events. The County may charge reasonable admission for County Events, and it shall retain all revenues (including parking and tickets) for such events.
- DCSMC shall meet annually to schedule dates for professional soccer matches and other DCSMC events, and County Events. DCSMC shall be responsible for scheduling all other events at the stadium.

Revenue Sharing
- After the County has recovered all of its costs incurred for (i) construction and maintenance of Stadium Parking in accordance with Section 3 of the MOA, and (ii)
County development activities prescribed in Section 4(c) of the MOA, DCSMC shall be entitled to receive a share of parking revenue for USL Team games. DCSMC’s right to a share of parking revenue is limited to parking located at the Stadium Site and does not extend to any revenues from the Park and Ride Lot or any other facility within Bolen Park.

- Upon the retirement of all County-issued debt for the Facilities (including any recapitalization or refundings), any admissions tax revenue at the USL Stadium (if such a tax is approved by the General Assembly) will be shared by the County and DCSMC.

- The County shall be entitled to a share of the ticket revenue for all stadium events other than USL Team games and County Events. The County’s share of such revenues shall be used to pay down debt service on any County-issued debt for the Facilities. Upon the retirement of all County-issued debt, the County’s share of such revenues may be used in its discretion.

- The parties’ respective percentage for each revenue share outlined herein shall be specified in the lease.