

Carroll County Genealogy Club  
P. O. Box 395  
Hillsville, VA 24343

President, Bill Edwards (276) 236-6435

Secretary: Katie Dalton (276) 766-3431

September 18, 2019

Interim County Administrator  
R. Cellell Dalton  
605-1 Pine Street  
Hillsville, VA 24343

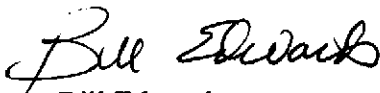
Dear Mr. Dalton

We are writing in regard to the renewal of our lease agreements. In 2008 the county leased to us the two rooms on the upper left hand side of the Historic Carroll County Courthouse. The lease was for ten years. In 2015 when the lower left hand side became available, we requested those rooms for our library. The lease would be for 3 years to end in 2018. At that time it would be combined into one lease and renewed for another ten years.

In July, I contacted the previous County Administrator about this matter and was informed that it would have to go before the Board of Supervisors for approval and would be put on the agenda for the July meeting. Since there has been a change in administration, we would like to let your office know that we still requesting the renewal of our leases and would be glad to meet with you to discuss the matter.

The Carroll County Genealogy Library has been an asset to the county and we would like to continue with our agreement and to say thank you for your generosity in the use of the Historic Courthouse.

Sincerely,



Bill Edwards  
President



## LEASE

This Lease made this 9<sup>th</sup> day of February, 2015 by and between the Board of Supervisors of Carroll County, Virginia, a political subdivision of the Commonwealth of Virginia, referred to herein as "Lessor" Or "County" and the Carroll County Genealogy Club, a non-profit corporation organized under the laws Of the Commonwealth of Virginia, referred to herein as "Lessee."

## WITNESSETH

In and for the mutual covenants herein and other good and valuable consideration and subject to the Terms and conditions as herein set forth, the Lessor hereby leases to the Lessee that certain space in the Historic Carroll County Courthouse, located at 515 North Main Street, Hillsville, on the bottom level of the building in what is known as the old General District Court.

1. Term: the initial term of this lease shall commence on the 9<sup>th</sup> day of February, 2015 and Expiring on April 20, 2018. At the end of the initial term, the parties may by mutual written agreement extend this Lease for an additional term of ten (10) years upon the same terms and conditions. Neither party may terminate this lease except for a material breach of this Lease. Either party, without violation to the terms of this document, may initiate discussion leading to a mutually agreed termination of this Lease.
2. Rent: The Lessee shall not be required to make a rental payment to the Lessor, but shall comply with the terms and conditions as set forth herein in lieu of a rental payment.
3. Use of the Premises: The Lessee shall use the Leased Premises exclusively for the operation of a genealogy club site that remains open to the public on a consistent and

regular basis. A schedule of operations will be provided to the County Administrator on a quarterly basis and shall be posted on the official County Website. Failure to comply with this provision shall be deemed a material breach. The Lessee may use the Leased Premises exclusively for other purposes necessary and incidental to the Lessee's operation of the genealogy club and for meetings, presentations, and events in furtherance of the Lessee's organizational mission. The Lessee agrees to and shall have the right to renovate the Leased Premises for its use, should the Lessee so desire. In making any significant modifications to the building, the Lessee shall seek the advice and approval of the Courthouse Preservation Committee as well as the approval of the Lessor.

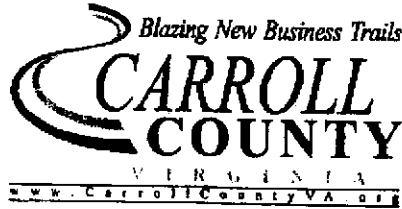
- 3.1 **Use of the Parking Area:** The Lessee may use the County owned parking adjacent to the Historic Courthouse for its official functions.
- 3.2 **Compliance with Laws:** In using the Leased Premises, the Lessee shall comply with all applicable federal, state and local laws and regulations. The Lessor shall retain responsibility for making any structural changes or providing reasonable achievable alternatives as required by the Americans with Disabilities Act with respect to the Historic Courthouse building.
4. **Utilities:** The Lessor shall furnish basic heat, electricity, water and sewer services to the Leased Premises. The Lessee shall be responsible for telephone and internet services. The Lessee shall take all reasonable and prudent measures to conserve utilities furnished by the Lessor.
5. **Insurance:** Lessee covenants to provide on or before the commencement of the term of this Lease and to keep in force during the term, a comprehensive public liability policy of insurance protecting the Lessee from any and all liability arising from its activities upon the Premises. Lessee also shall maintain a policy covering damage or loss to lessee's personal property and other contents within the Leased Premises. Lessee agrees to carry such insurance with a solvent company licensed to do business in the State of Virginia in the amounts satisfactory to the County. The Insurance policies shall name Carroll County as additional Insured and Insurance Certificate shall be provided to the County on an annual basis.
6. **Save Harmless:** The parties mutually covenant to indemnify and save harmless one another against any and all liability, claims, or costs arising from the respective activities. The Lessee agrees that the Lessor shall not be responsible for any damage or loss by fire or other casualty to the Lessee's personal property or other contents within the Leased Premises. The responsibility for public safety on the exterior sidewalks, stairs, approaches and landings remain with the Lessor.

7. **Maintenance:** The Lessor shall perform the required maintenance and repair for the Historic Courthouse building, including heating, plumbing and electrical systems and keep all common areas in a clean and safe condition. The Lessee shall be responsible for keeping the Leased Premises in a clean, safe and attractive condition. The Lessor shall not be responsible for any unauthorized repairs made or arranged by the Lessee.
8. **Damage to Building:** In the event of damage of the Historic Courthouse by fire, enemy action or other casualty, that makes use of the Leased Premises or Licensed Areas impracticable, the Lessor shall make a good faith effort to return the building or damaged portions thereof to a usable condition, subject to the availability of funds. In the event the Lessor determines, after consulting with the Lessee, that it is not practicable to restore the building or portions thereof for use in accordance with this Lease, this Lease shall terminate. The Lessor shall not be liable to the Lessee for loss of use of the Leased Premises or Licensed Areas due to damage or loss by fire or other casualty.
9. **Hazards:** The Lessee shall not bring into, use or allow to be used or stored within the Leased Premises any combustible, flammable or explosive materials other than normal household type cleaning supplies or normal supplies used for office equipment. The Lessee further agrees that it will not commit any acts or create any condition, which would be in conflict with any provisions of the Lessee's insurance policies covering the Historic Courthouse.
10. **Right of Lessor to Cure:** Should the Lessee fail to comply with any of the terms of this lease or should there be any damage loss or cost incurred which may be to carelessness, ignorance or neglect on the part of those using the same, the Lessor or its agents or assigns or personal representative are hereby authorized and empowered, should either elect to do so, to act as agents of the Lessee in having work done, or repairs or replacements made, loss restored or premises cleaned and the Lessee agrees to pay promptly therefore.
11. **Right of Entry:** The Lessee agrees to permit the Lessor its agents to enter the Leased Premises for the purpose of inspecting or showing the same or for making any repairs the Lessor may deem necessary or desirable, including, but not limited to , insect or pest extermination, whether the Lessee or any of its staff are present or not, without liability of any prosecution claim or cause of any action for damages.
12. **Lessor's Rights:** The rights and remedies of the Lessor hereunder are cumulative and in addition to those available under the law and may be exercised and enforced by the Lessor, its agents, or employees.

13. Assignment: The Lessee shall not assign, sublease or allow others to use the Leased Premises or Licensed Areas without the approval of the Lessor.
  
14. Entire Agreement: It is further understood and agreed between the parties to this Lease contains the entire agreement between the parties, that all prior negotiations and agreements between the parties are merged herein, and that all additions, alterations or changes to this Lease must be in writing and signed by both parties. It is further understood and agreed between the parties that no waiver or modification of any clause or condition hereof shall be valid unless the same is reduced to writing and especially adopted as part of this Lease.
  
15. Representatives: For official communications in regard to this Lease, the Lessor's representative shall be the County Administrator and the Lessee's representation shall be the President of the Carroll County Genealogy Club.
  
16. Approved by the Board of Supervisors: This Lease was approved by the Board of Supervisors of Carroll County, Virginia on the 9<sup>th</sup> day of February 2015.

Approved as to Form:

<p><u><i>Ray Lane</i></u> County Administrator</p>	<p><u>2-9-15</u> Date</p>
<p><u><i>Phil D. McLean</i></u> Chairman, BOS</p>	<p><u>2-9-15</u> Date</p>
<p><u><i>Dobby J. Fattum</i></u> President, Carroll Co. Genealogy Club</p>	<p><u>2-10-15</u> Date</p>



**LEASE**

This Lease made this the 21st day of April, 2008 by and between the Board of Supervisors of Carroll County, Virginia, a political subdivision of commonwealth of Virginia, referred to herein as "Lessor" or "County" and the Carroll County Genealogy Club, a non-profit corporation organized under the laws of the Commonwealth of Virginia, referred to herein as "Lessee."

WITNESSETH

In and for the mutual covenants herein and other good and valuable consideration and subject to the terms and conditions as herein set forth, the Lessor hereby leases to the Lessee that certain space in the Historic Carroll County Courthouse, located at 515 North Main Street, Hillsville, on the north side of building over the now existing Carroll County Chamber of Commerce (second floor, known as the old Board of Supervisors Meeting Room and the old Tourism Office of the Historic Courthouse hereinafter, called "Leased Premises").

1. **Term:** The initial term of this lease shall be a period of ten (10) years commencing April 21st 2008 and expiring April 20, 2018. At the end of the initial term, the parties may by mutual written agreement extend this Lease for an additional term of ten (10) years upon the same terms and conditions. Neither party may terminate this lease except for a material breach of this Lease. Either party, without violation to the terms of this document, may initiate discussion leading to a mutually agreed termination of this Lease.

Prepared by: Gary Larrowe  
Delivered To: Crystal Adams

- 2.0 Rent. The Lessee shall not be required to make a rental payment to the Lessor, but shall comply with the terms and conditions as set forth herein in lieu of a rental payment.
- 3.0 Use of the Premises: The Lessee shall use the Leased Premises exclusively for the operation of a genealogy club site that remains open to the public on a consistent and regular basis. A schedule of operations will be provided to the County Administrator on a quarterly basis and shall be posted on the official County Website. Failure to comply with this provision shall be deemed a material breach. The Lessee may use the Leased Premises exclusively for other purposes necessary and incidental to the Lessee's operation of the genealogy club and for meetings, presentations, and events in furtherance of the Lessee's organizational mission. The Lessee agrees to and shall have the right to renovate the Leased Premises for its use, should the Lessee so desire. In making any signification modifications to the building, the Lessee shall seek the advice and approval of the Courthouse Preservation Committee as well as the approval of the Lessor.
- 3.1 Use of the Parking Area. The Lessee may use the County-owned parking adjacent to the Historic Courthouse for its official functions.
- 3.2 Compliance with Laws. In using the Leased Premises, the Lessee shall comply with all applicable federal, state, and local laws and regulations. The Lessor shall retain responsibility for making any structural changes or providing reasonably achievable alternatives as required by the Americans with Disabilities Act with respect to the Historic Courthouse building.
- 4.0 Utilities. The Lessor shall furnish basic heat, electricity, water, and Sewer services to the Leased Premises. The Lessee shall be responsible for telephone and internet services. The Lessee shall take all reasonable and prudent measures to conserve utilities furnished by the Lessor.

- 5.0 Insurance. Lessee covenants to provide on or before the commencement of the term of this Lease and to keep in force during the term, a comprehensive public liability policy of insurance protecting the Lessee from any and all liability arising from its activities upon the Premises. Lessee also shall maintain a policy covering damage or loss to Lessee's personal property and other contents within the Leased Premises. Lessee agrees to carry such insurance with a solvent company licensed to do business in the State of Virginia in the amounts satisfactory to the County. The Insurance policies shall name Carroll County as additional Insured and Insurance Certificate shall be provided to the County on an annual basis.
- 6.0 Save Harmless: The parties mutually covenant to indemnify and save harmless one another against any and all liability, claims, or costs arising from their respective activities. The Lessee agrees that the Lessor shall not be responsible for any damage or loss by fire or other casualty to the Lessee's personal property or other contents within the Leased Premises. The responsibility for public safety on the exterior sidewalks, stairs, approaches and landings remain with the Lessor.
- 7.0 Maintenance. The Lessor shall perform the required maintenance and repair for the Historic Courthouse building, including heating, plumbing and electrical systems and keep all common areas in a clean and safe condition. The Lessee shall be responsible for keeping the Leased Premises in a clean, safe and attractive condition. The Lessor shall not be responsible for any unauthorized repairs made or arranged by the Lessee.
- 8.0 Damage to Building. In the event of damage of the Historic Courthouse by fire, enemy action or other casualty, that makes use of the Leased Premises or Licensed Areas impracticable, the Lessor shall make a good faith effort to return the building or damaged portions thereof to a useable



condition, subject to the availability of funds. In the event the Lessor determines, after consulting with the Lessee, that it is not practicable to restore the building or portions thereof for use in accordance with this Lease, this Lease shall terminate. The Lessor shall not be liable to the Lessee for loss of sue of the Leased Premises or Licensed Areas due to damage or loss by fire or other casualty.

- 9.0 Hazards. The Lessee shall not bring into, use or allow to be used or stored within the Leased Premises any combustible, flammable, or explosive materials other than normal household type cleaning supplies or normal supplies used for office equipment. The Lessee further agrees that it will not commit any acts or create any condition, which would be in conflict with any provisions of the Lessee's insurance policies covering the Historic Courthouse.
10. Right of Lessor to Cure. Should the Lessee fail to comply with any of the terms of this lease or should there be any damage loss or cost incurred which may be due to carelessness, ignorance, or neglect on the part of those using the same, the Lessor or its agents or assigns or personal representatives are hereby authorized and empowered, should either elect to do so, to act as agents of the Lessee in having work done, or repairs or replacements made, loss restored or premises cleaned and the Lessee agrees to pay promptly therefore.
- 11.0 Right of Entry. The Lessee agrees to permit the Lessor its agents to enter the Leased Premises for the purpose of inspecting or showing the same or for making any repairs the Lessor may deem necessary or desirable, including, but not limited to, insect or pest extermination, whether the Lessee or any of its staff are present or not, without liability of any prosecution claim or cause of any action for damages.


- 12.0 Lessor's Rights. The rights and remedies of the Lessor hereunder are cumulative and in addition to those available under the law and may be exercised and enforced by the Lessor, its agents, or employees.
- 13.0 Assignment. The Lessee shall not assign, sublease or allow others to use the Leased Premises or Licensed Areas without the approval of the Lessor.
- 14.0 Entire Agreement. It is further understood and agreed between the parties to this Lease contains the entire agreement between the parties, that all prior negotiations and agreements between the parties are merged herein, and that all additions, alterations or changes to this Lease must be in writing and signed by both parties. It is further understood and agreed between the parties that no waiver or modification of any clause or condition hereof shall be valid unless the same is reduced to writing and especially adopted as part of this Lease.
- 15.0 Representatives. For official communications in regard to this Lease, the Lessor's representative shall be the County Administrator and the Lessee's representation shall be the President of the Carroll County Genealogy Club.
- 16.0 Approved by the Board of Supervisors. This Lease was approved by the Board of Supervisors of Carroll County, Virginia on the 21<sup>st</sup> of April 2008 after a public hearing as required by law conducted on April 14, 2008.

Carroll County/ Carroll County Genealogy Club Lease continued

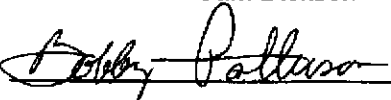
Witness the following signatures and seals:

Carroll County Board of Supervisors

Approved as to Form:

  
 \_\_\_\_\_ 4-21-08  
 Gary Larowe Date  
 County Administrator

  
 \_\_\_\_\_ 4-21-08  
 Chairman Sam Dickson Date

  
 \_\_\_\_\_ 4-21-08  
 Bobby Patterson Date  
 President, Carroll County  
 Genealogy Club

Delivered to

Crystal Adams

INSTRUMENT #0801738  
 RECORDED IN THE CLERK'S OFFICE OF  
 CARROLL COUNTY ON  
 APRIL 24, 2008 AT 09:59AM  
 CAROLYN H. HONEYCUTT, CLERK  
 RECORDED BY: KXP