

## **LEASE AGREEMENT**

This **LEASE AGREEMENT**, made as of this the 09 day of February, 2020, by and between , Delilah Brady, (the "Tenant"), and the **COUNTY OF CARROLL, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Landlord"), provides as follows:

### **WITNESSETH:**

For and in consideration of the covenants, agreements, and undertaking hereinafter set forth, the Landlord does hereby lease unto the Tenant, and the Tenant hereby rents from the Landlord, a portion of the first and second floors of the Historical Carroll County Courthouse, located within the Town of Hillsville, having a street address of 515 N Main St. Hillsville, VA 24343. (the portion of said real property leased hereunder is depicted in detail on Exhibit A, attached hereto, and shall be hereinafter referred to as the "Premises," or "Leased Premises") subject to the following terms and conditions:

1. Condition of the Premises. Tenant has examined and knows the condition of the Premises. No representation has been made to the Tenant by the Landlord, or anyone, as to the condition of the Premises. The Premises are rented "As Is."

2. Term. The term of this Lease shall begin on February 24, 2020, and end on February 23, 2021 (the "Initial Term"). Thereafter, this Lease shall automatically renew for up to nine (9) additional terms of one (1) year (a "Renewal Term"), at the rent set forth in Paragraph 4, below, subject to the right of the Parties to re-negotiate the rental amount. Upon the commencement of a Renewal Term, should the Parties be unable to come to an agreement on the rental amount or other terms, either party may terminate this lease by providing written notice to the other party at the address provided in Paragraph 15.

3. Termination. If the Premises should be deserted or vacated by Tenant or if proceedings are commenced against Tenant in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Tenant's property, or if the Tenant's active operations or existence shall lapse for more than sixty (60) days, the Landlord may immediately terminate the Agreement. Further, the Landlord may terminate this Lease Agreement upon thirty (30) days' written notice to the Tenant during any Renewal Term, or upon a breach or default of Tenant. Upon the effective date of such termination, the Landlord shall have the right to reenter or repossess the Premises, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Tenant from the Leased Premises without being liable therefore.

4. Rent. For the term of this Lease, or any part thereof, the Tenant shall pay the Landlord

- a. \_\_\_\_\_ rent in the amount of \_\_\_\_\_ (\$\_\_\_\_\_.00) per month, beginning on \_\_\_\_\_, 20\_\_\_\_, and thereafter due and payable on the \_\_\_\_\_ day of each month;

**OR,**

- b. ☒ Tenant shall not be required to pay monetary rent during the initial term of this Lease, in consideration of the public service provided by Tenant, however, Landlord shall have the right to require monetary rent during any Renewal Term.

5. Improvements. Tenant may construct improvements or make alterations to the Premises only with the written approval of Landlord, or such historical preservation committees or boards as the Landlord may designate by official action. If approved by Landlord or Landlord's designee, Tenant shall obtain and maintain all permits and licenses required by any governmental department or agency for any and all improvements, alterations or uses made by the Tenant on the Premises.

6. Insurance: Tenant agrees to indemnify, defend and hold the Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising from the Tenant's use or occupancy of the Premises or any portion thereof, except to the extent attributable to the negligent or intentional act or omission of the Landlord, its employees, agents or independent contractors. The Tenant will carry during the Term, at its own cost and expense, appropriate property/renter's insurance and comprehensive general liability insurance, naming Landlord as additional insured, with policy limit amounts as approved by Landlord.

7. Utilities: Landlord shall furnish basic heat, electricity, water and sewer services to the Premises. The Lessee shall be responsible for any telephone and internet services Tenant elects to furnish to the Premises. The Lessee shall take all reasonable and prudent measures to conserve utilities furnished by Landlord.

8. Parking: Tenant shall have the right to use County-owned parking adjacent to the Historic Courthouse for its official functions.

9. Lawful, Safe Use and Maintenance: Tenant shall use and occupy the Leased Premises in a careful, safe, and lawful manner, and shall comply with all ordinances, rules, and regulations of any applicable governmental authority respecting the Leased Premises and the Tenant's use thereof. Tenant's permitted use shall be for the purpose of conducting meetings, historical research, digitizing historical records, and similar activities for the benefit of the citizens of Carroll County, and for the storage of records, equipment and supplies reasonably related to the Tenant's historical research and digitizing activities. Tenant will properly remove, clean and restore any damage to the Leased Premises caused by Tenant's activities, normal wear

and tear excepted. As consideration for this Lease, Tenant shall use the Premises exclusively for the operation of an historical research and scanning 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 for posting on the County's official website, in the discretion of Landlord. Failure to comply with this provision shall be deemed a material breach. Tenant may use the premises exclusively for additional purposes necessary or incidental to the operation of the historical functions of Tenant, including meetings, presentations, and similar events in support of Tenant's mission. Tenant shall not place locks or change existing locks on the Leased Premises without the permission of Landlord. In such event, Tenant shall ensure that Landlord is provided with keys to access the Leased Premises at all times.

10. Law Applicable: This Lease shall be interpreted and governed by the laws of the Commonwealth of Virginia.

11. Default: Tenant shall be in default if Tenant (a) fails to pay any amount due hereunder within ten (10) days of Tenant's receipt of written notice from Landlord specifying such failure, or (b) fails to observe or perform any other provision of this Lease to be observed or performed by Tenant, if such failure continues for 30 days after written notice thereof by Landlord to Tenant. In the event of such default, Landlord may terminate this Lease and recover possession of the Premises by giving 30 days written notice to Tenant of Landlord's election to terminate this Lease.

12. Covenants: The Landlord and the Tenant hereby covenant and agree that each shall do and perform the agreements, undertakings, and provisions herein above set forth for each of them, respectively and that the terms hereof shall inure to the benefit of and shall be binding upon all assignees and successors of the parties hereto. Landlord covenants that it has the right to enter into this Lease Agreement and has good and sufficient title to the Premises to provide the Tenant with the right of possession and use as herein provided.

13. Assignment, Subletting: Tenant may not assign this Lease or sublet the Premises without Landlord's written consent, which may be withheld in the sole discretion of Landlord. Landlord may assign this Lease at any time with or without Tenant's consent.

14. Attornment. If the interests of Landlord under this Lease shall be transferred to any mortgagee, purchaser, or other taking title to the Premises (a "Successor Landlord"), Tenant shall be bound to such Successor Landlord and the Successor Landlord shall be bound to Tenant under all of the terms, covenants and conditions of this Lease, and Tenant shall attorn to and recognize as Tenant's landlord under this Lease such Successor Landlord.

15. Notices: All notices to be sent pursuant to this Lease shall be sent:

To Tenant: Devilah Brady

443 Groundhog mtn Rd  
Hillville, Va 24343

To Landlord: Carroll County Board of Supervisors.  
ATTN: County Administrator  
605 Pine Street  
Hillsville, Virginia 24343  
Cellell.dalton@carrollcountyva.gov

With a copy to:

Stephen V. Durbin, Esquire  
Sands Anderson PC  
150 Pepper's Ferry Rd.  
P.O. Box 2009  
Christiansburg, VA 24068-2009  
sdurbin@sandsanderson.com

16. Special Events: Landlord may, from time to time, have need to use the Leased Premises for its own purposes or for the use of other community organizations for special events, including but not limited to dramatic performances, lectures, assemblies and other community events. In such event, Landlord shall give Tenant ten (10) days' written notice of Landlord's need to use the Leased Premises, and Tenant shall cooperate with Landlord in temporarily relocating Tenant's property from the Leased Premises.

**IN WITNESS WHEREOF**, the parties have caused this Lease Agreement to be duly executed as of the date first above written, by their duly authorized representatives.

**THE COUNTY OF CARROLL, VIRGINIA**

By: [Signature]

Its: Chairman BOS

COMMONWEALTH OF VIRGINIA

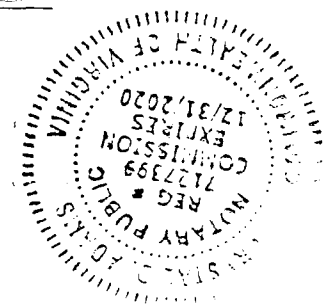
CITY/COUNTY OF Carroll, to-wit:

The foregoing instrument was acknowledged before me in Carroll County, Virginia, this 26 day of February, 2020, by Cellell Dalton, whose name is signed to the foregoing instrument, has personally appeared before me in my State and County aforesaid and acknowledged the same.

[Signature]

Notary Public

My commission expires: 2/31/2020



**Tenant:**

By:

Its:

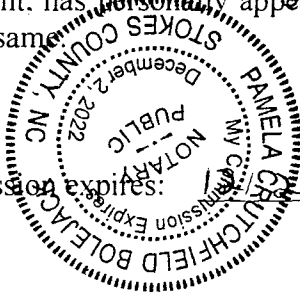
~~COMMONWEALTH OF VIRGINIA~~ North Carolina

CITY/COUNTY OF Stokes, to-wit:

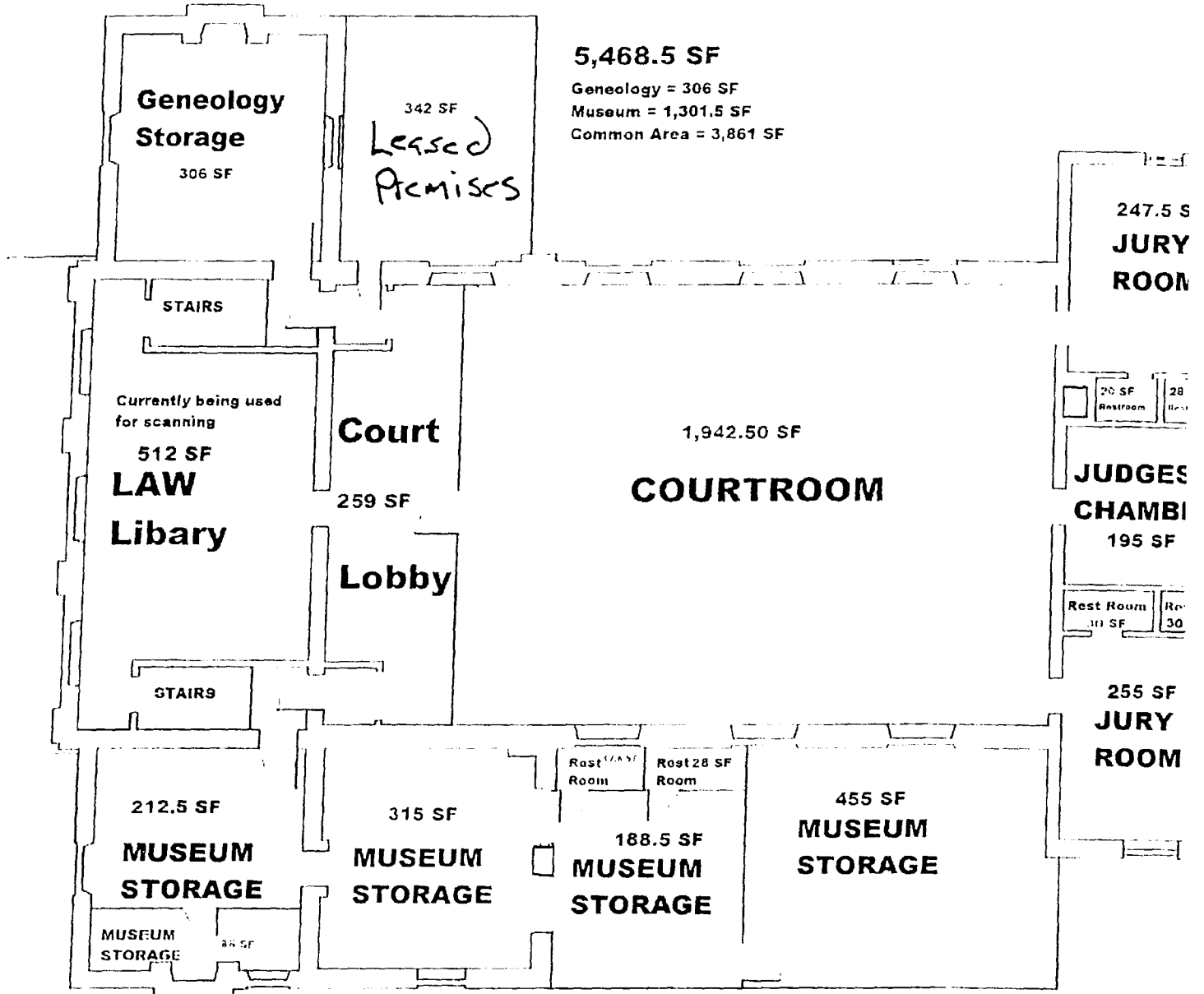
The foregoing instrument was acknowledged before me in Stokes, Virginia, this 3 day of march, 2020, by Deborah Brady, the Director of CC Heritage Digital Committee, whose name is signed to the foregoing instrument, has personally appeared before me in my State and County aforesaid and acknowledged the same.

Notary Public

My commission expires: 12/22/2022



## CARROLL COUNTY COURTHOUSE



## SECOND FLOOR PLAN



# CARROLL COUNTY COURTHOUSE

