

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date

Regular Agenda

Consent Agenda

MOTION: "Mr. Chairman, I
move to *(not required for
Consent Agenda items)*

authorize the County Administrator to sign the proposed lease for the Fire Station #4.

SUBJECT

Lease for Lanexa Fire House #4

ISSUE

Five (5) year Lease for the Lanexa Fire House #4, located at 1800 South Waterside Drive, Lanexa, VA 23089.

RECOMMENDATION

Staff recommends adoption of the proposed motion.

FISCAL
IMPLICATIONS

Annual cost of lease is \$18,000 (\$1,500 per month)

POLICY
IMPLICATIONS

na

LEGISLATIVE
HISTORY

n/a

DISCUSSION

Please see attached document.

Attachments

Proposed lease 

Time Needed

Person Appearing

Request prepared by:

Telephone:

Copy provided to:

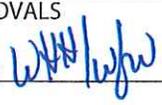
For Clerk's Use:

Proper notice? _____

Disposition: _____

REVIEWS/APPROVALS

Admin 

Attorney 

Annual cost of lease Lease

This Lease, made this the _____, _____ by and between SUE-MAC 1880 LLC (“Lessor”), 1800 South Waterside Drive, Lanexa, Virginia, 23089 and THE BOARD OF SUPERVISORS OF NEW KENT COUNTY, (“Lessee”) 12007 Courthouse Circle, Post Office Box 150, New Kent, Virginia, 23124.

Recitals:

WHEREAS, Lessee is a political subdivision of the Commonwealth of Virginia; and

WHEREAS, Lessor is the sole owner of the property to be leased; and

WHEREAS, Lessor owns a parcel of land located in Lanexa where the Board of Supervisors has identified a need for a Fire and Emergency Services facility to improve emergency medical services and fire services within the County; and

WHEREAS, Lessee has determined that this parcel of land would be appropriate for the County needed services and entered into a lease on April 1, 2010 which term has since expired; and

WHEREAS, Lessor wishes to continue to lease the parcel of land to Lessee and Lessee wants to continue leasing the parcel of land under the terms of this lease agreement;

NOW THEREFORE,

Witnesseth:

That for the mutual covenants and considerations set forth herein, and subject to the conditions set forth herein, the Lessor rents and demises to the Lessee, that certain parcel of real property (“Premises”) located in New Kent County and known as: 15460 Pocahontas Trail, Lanexa, Virginia 23089, which is further identified as GPIN: and TAX MAP ID: 45-65.

1.0 Premises

All that certain lot or parcel of land in the Cumberland Creek District of New Kent County, Virginia, shown and designated as “T.M. 45-65, NEW AREA = 0.624 ACRES” on a plat of survey entitled, “BOUNDARY LINE ADJUSTMENT ON PROPERTY STANDING IN THE NAME OF JEFFREY & CYNTHIA S. DEATON CONTAINING 1.60 +/- ACRES LOCATED IN CUMBERLAND DISTRICT, NEW KENT COUNTY, VIRGINIA,” which survey is dated

December 19, 2002, and a copy of which is recorded in the Clerk's Office of the Circuit Court for New Kent County, Virginia, in Plat Book 16, page 76.

And being a part of the same property conveyed to the Lessors, dated June 18, 2003, from Jeffrey Deaton and Cynthia S. Deaton, husband and wife, and recorded in the aforementioned Clerk's Office in Deed Book 337, page 579.

2.0 Term.

The term of this Lease shall be for a period of five (5) years beginning on October 12, 2016 and expiring on October 11, 2021 with the option to renew this lease for two (2) additional one-year periods.

The Lessee may exercise this option to renew by giving written notice to the Lessor 60 days prior to the expiration of the initial term or of the first one year extension.

3.0 Rent and Costs.

The rental amount for the term of this lease shall be consideration of improvements upon the property made each year and fifteen hundred dollars (\$1,500.00) per month payable on or about the 1st of each month paid to Sue-Mac1880 LLC at, 1800 South Waterside Drive, Lanexa, Virginia, 23089

4.0 Improvements and Payment of Utilities.

The Lessor shall keep and maintain the well and septic system in operating condition throughout the term of this Lease, and any extension hereof. In addition to the Rent, the Lessee will pay for all utilities consumed during the lease of the building and property.

Water from the well may not be used for filling fire fighting equipment, but only for domestic use and washing of equipment. The Lessee shall be responsible for running any new water lines or pressure tanks to serve the leased property.

5.0 Real Estate Taxes

The Lessor will be responsible for yearly real estate taxes associated with the property if the lease is terminated by either party.

6.0 Lessor's Liability.

Lessor shall not be liable for any injury or damage to persons or property either caused by or resulting from the willful misconduct or negligence of the Lessee, and Lessee shall give prompt notice to Lessor of any of the foregoing occurrences however caused. Lessor shall not be responsible for any accident to or theft from the Lessee, any occupant, or guest of the Premises, resulting from any cause whatsoever. Lessee will not hold the Lessor liable in any way, whether such accident occurs in the leased Premises, or on any part of the grounds or buildings. Lessee shall insure the Premises against loss due to fire or other casualty in addition to: Accident, Personal Property, and Liability Insurance sufficient to replace its losses in the event of a casualty.

7.0 Destruction by Casualty.

In the event of damage of the property by fire, enemy action, or other casualty, Lessee shall immediately notify Lessor. Lessor shall repair the same with reasonable dispatch. If fire, enemy action, or other casualty damages the property, or any part of it, to such an extent that the enjoyment of the property is substantially impaired, the Lessee may immediately vacate the property and notify Lessor in writing within fourteen (14) days. After providing this notice, the Lessee may terminate this lease, in which this lease terminates as of the date of vacating.

8.0 Care of Premises.

Lessee further covenants and promises:

1. To maintain the lot and structure in a neat and clean manner,
2. To maintain the landscaping in the same or better condition as the date of occupancy;
3. To use the lot for purposes of Fire and Emergency Services only pursuant to the Virginia Code and any other applicable laws;
4. To leave the Premises clean and free from rubbish, and in as good repair as found, natural wear and tear excepted. In the event said Premises is not cleaned and vacated in the same manner as that which it was received, Lessee shall pay any cost for cleaning or repairing damages;
5. Lessee further agrees that it will not commit any acts or create any condition that would be in conflict with any provisions of the insurance policies upon the Premises.
6. Restriction on Unlawful Activity. Lessee shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance or

embarrassment to Lessor, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of Lessor.

If Lessee fails to comply with any of items 1 through 6 above, or should the Premises suffer any other damage, loss, or incur repair costs due to the carelessness or neglect of Lessee, then Lessee authorizes Lessor, his agents, assigns, or personal representatives to act as its agent in making repairs, replacing fixtures, and amenities, restoring loss, or cleaning the Premises. Lessee agrees to pay for these services promptly, or with the next installment of rent. If Lessee fails to do so, the Lessor, his agents, assigns, or personal representative may elect to recover his reasonable costs and expenses therefore in the same manner as provided herein for the collection of delinquent rent.

9.0 Maintenance and Unauthorized Repairs to Premises.

Lessor shall not be liable for any repairs made or arranged by Lessee. Lessee shall be responsible for maintenance of all structural portions of the Premises, which are placed there by the Lessee, including all routine maintenance of the building, including outside painting, patching and lawn maintenance. Lessee agrees to maintain any structure placed on the parcel in habitable condition and in compliance with all County, State and Federal rules and regulations, including but not limited to zoning ordinances and the Chesapeake Bay Act.

Lessor shall be responsible for maintenance of all structural portions of the Premises which were placed on the parcel by Lessor, including the roof, the HVAC system, all electrical and plumbing systems, and shall keep the Premises in a safe condition for occupancy by Lessee.

10.0 Improvements to the Premises by Lessee.

Lessee shall have the right to make such alterations, additions, or improvements to the Premises as it shall consider necessary or desirable for the conduct of its business, subject to Lessor's approval which shall not be unreasonably withheld. Lessee shall provide notice of such proposed alterations, additions, or improvements in for Lessor's written approval which will occur within thirty days (30) of the request.

All work and services to be performed shall be done in a first class, workmanlike manner and in accordance with all applicable county, state and federal codes, ordinances or law. Lessee shall not impair the integrity of the premises and shall conduct its business so that no liens shall attach to

the Premises. Lessee shall be responsible for obtaining all required permits and licenses required to complete the work.

Lessor acknowledges that Lessee has installed a stone surface for the parking lot and a structure to shield a fire truck and ambulance from the weather on the Premises. Upon termination of this Lease such alterations, additions, or improvements to the property, including site improvements and the fire truck/ambulance structure which were made by Lessee shall become the property of Lessor.

11.0 Entry for Inspection, Show, etc.

Lessee agrees to permit the Lessor, his agents, employees, successors, assigns, and others to enter said Premises at all reasonable times for the purpose of inspecting or showing the same or for making any repairs Lessor may deem necessary or desirable; without liability for any prosecution, claim or cause of any action for damages.

During thirty days next preceding the expiration of this lease, Lessor shall have the right to enter the Premises for showing the Premises to prospective Lessees.

12.0 Compliance with Environmental Laws / Hazardous Substances.

12.1 Environmental Protection Laws.

For purposes of this Lease, the term “hazardous material” means any explosives, radioactive material, hazardous wastes, or hazardous substances, including without limitation substances defined as “hazardous substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; Hazardous Materials Transportation Act of 1975, as amended; the Resource Conservation and Recovery Act of 1976, as amended; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereinafter in effect (collectively, “Hazardous Materials Laws”).

12.2 Hazardous Substance Licenses.

Lessee will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Premises or the Project, by Lessee, its assignees, subleases, employees, agents and contractors (collectively, “Permitees”). Lessee will not permit the Premises to be used or operated in any manner that may cause the Premises or the project to be contaminated by any

hazardous materials in violation of any Hazardous Materials Laws. Lessee will immediately advise the Lessor in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any hazardous materials affecting the premises; and (2) all claims made or threatened by any third party against Lessee, Lessor, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Premises. Without Lessor's prior written consent, Lessee will not take any remedial action or enter into any agreements or settlements in response to the presence of any hazardous materials in, on or about the Premises.

13.0 Assignability of the Lease.

Lessor and Lessee each binds itself, its successors, assigns, and legal representatives to such other party with respect to all covenants, Leases, and obligations contained in this Lease. Lessor and Lessee shall neither assign nor subcontract this Lease or any payments due hereunder without the prior written consent of the other party. The foregoing notwithstanding the Lessor may sell the property subject to this lease.

14.0 Termination.

The Lessee may terminate this lease at anytime upon thirty days written notice to Lessor.

15.0 Waiver, Breach, and Attorneys Fees.

A waiver by the Lessor or Lessee of any breach of any term or condition hereof shall not be deemed a waiver of any other, or any subsequent breach.

In the event either party to this Lease is required to file a legal action due to a breach hereof, the costs of the action, including, but not limited to, reasonable attorneys' fees as determined by the Court, shall be paid to the prevailing party.

16.0 Virginia Law, Venue.

This Lease shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and New Kent County, without respect to Virginia's conflict of laws provisions. Both parties hereto expressly agree that if legal action is required to interpret or enforce this Lease, said action shall be filed in the Circuit Court for New Kent County, Virginia.

17.0 Binding, Obligation of Entire Lease, Counterparts.

This Lease shall enure to the benefit of and create a binding application of the parties hereto, their respective successors and assigns.

This Lease shall constitute the entire Lease between the parties hereto, and no variance or modification thereof shall be valid and enforceable except by another written document, executed and approved in the same manner as this Lease.

For the convenience of the parties, this Lease may be executed in several counterparts, which are in all respects similar and each of which shall be deemed complete in itself, so that any one may be introduced in evidence or used for any purpose without the production of the other counterparts.

18.0 Severability.

In the event that any part or provision of this Lease shall be adjudged unlawful or unenforceable under Virginia law, any lawful intent of the provision and the remainder of this Lease shall nonetheless survive and remain in full force and effect.

19.0 Alterations.

Lessee shall not make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind that shall require any alterations or additions or affect the use of the water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building without the prior written consent of Lessor. If Lessee makes any such alterations or additions without Lessor's consent, Lessor may correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work.

All plans and specifications for any such work shall be prepared by Lessee at Lessee's expense and shall thereafter be submitted to Lessor for its review. All alterations and additions to the Premises shall be performed by Lessee, or Lessee's contractor, unless Lessor shall otherwise require in writing. All work done with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that Premises shall at all times be a complete unit except during the period necessarily required for such work.

Lessee shall not permit a mechanic's lien(s) to be placed upon the Premises, the Building or the Project as a result of any alterations or improvements made by it and agrees, if any such lien be filed on account of the acts of Lessee, promptly to pay the same. If Lessee fails to discharge such lien within five (5) days of its filing, then, in addition to any other right or remedy of Lessor, Lessor may, at its election, discharge the lien. Lessee shall pay on demand any amount paid by Lessor for the expenses of Lessor incurred in defending or obtaining the discharge of such action or in connection therewith.

Lessee hereby expressly recognizes that in no event shall it be deemed the agent of Lessor and no contractor of Lessee shall by virtue of its contract be entitled to assert any lien against the Premises, Building, or Project. All alterations or additions shall become a part of the realty and be surrendered to Lessor upon the expiration or termination of this Lease, unless Lessor shall at the time of its approval of such work require removal or restoration on the part of Lessee as a condition of such approval.

20.0 Hold Harmless Indemnification.

20.1 Hold Harmless.

Lessor shall not be liable for any damage to, or loss of, property in the Premises belonging to Lessee, its Permittees, or other persons in or about the Premises, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Project of which the Premises are a part, or from other sources. Lessor shall not be liable in any manner to Lessee, its Permittees, or their property, caused by the criminal or intentional misconduct of Lessee. Lessee covenants that no claim shall be made against Lessor by Lessee, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises from any cause other than the negligence of Lessor. In no event shall Lessor be liable to Lessee for any consequential damages sustained by Lessee arising out of the loss or damage to any property of Lessee.

21.0 Defaults Remedies.

21.1 Definition of Default.

It is hereby mutually agreed that: (a) if Lessee shall fail (i) to pay Rent or other sums which Lessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without demand therefor, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed; or (b) if Lessee shall abandon or evidence any intention to abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Lessee shall (i) generally not pay Lessee's debts as such debts come due, (ii) becomes insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Lessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Lessee or for all or any portion of Lessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Lessor, Lessor may pursue any or all of the remedies specified in paragraphs 23.2, 23.3, 23.4 and 23.5.

21.2 Lessor's Right to Terminate Lease and Recover Possession.

Upon termination of this Lease, Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may without notice and without prejudice to any other remedy Lessor may have, enter upon and take possession of the Premises and expel or remove Lessee and its effects without being liable to prosecution or any claim for damages therefor; and Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term.

21.3 Lessor's Right to Sue Lessee for Breach of Contract.

Sue Lessee for breach of contract, in which event Lessee's event of default should be considered a total breach of Lessee's obligations under this Lease and Lessee immediately shall become liable for damages for such breach, in an amount equal to the total of the costs of recovering the Premises; the unpaid Rent earned as of the date of termination, plus interest thereon at a rate per annum from the due date equal to the legal judgment rate; and all other sums of money

and damages owing by Lessee to Lessor. Lessee's right of possession shall cease and terminate and Lessor shall be entitled to the possession of the Premises and shall remove all persons and property therefrom and reenter the Lease without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Lessee.

21.4 Lessor's Right to Collect Balance.

Declare the present worth (as of the date of such default) of the entire balance of rent for the remainder of the Term to be due and payable, and collect such balances in any manner not inconsistent with applicable law. For the purpose of this Paragraph, "present worth" shall be computed by discounting the entire balance to present worth at a discount rate equal to the discount rate then in effect at the Federal Reserve Bank nearest the location of the Building.

21.5 Lessor May Pursue Numerous Remedial Options.

Pursue any combination of such remedies and/or other remedy available to Lessor on account of such default under applicable law.

21.6 Lessee's Liability.

In the event of any reentry or retaking of the Premises by Lessor and/or any termination of this Lease by Lessor due to Lessee's default and exercise of Lessor's rights pursuant to this section, Lessee in all events shall remain liable and answerable nevertheless for the rent to the date of such retaking, reentry or termination and Lessee shall also be and remain answerable in damages for the deficiency or loss of rent as well as all related expenses which Lessor may thereby sustain in respect to the balance of the Term. In such case, Lessor reserves full power, which is hereby acceded to by Lessee, to let said Premises for the benefit of Lessee, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Lessee under the terms and provisions of this Lease. Such damages and related expenses that shall have been made more easily ascertainable by reletting of the Premises, or such action by Lessor may, at the option of Lessor, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

21.7 Limitation of Lessor's Rights.

The provisions of this Article are subject to the bankruptcy laws of the United States of America and the Commonwealth of Virginia that, in certain cases, may limit the rights of Lessor to enforce some of the provisions of this Article in proceedings thereunder. To the extent that limitations exist by virtue thereof, the remaining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Article shall be interpreted in a manner that results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws.

21.8 Application of Lessee's Payments.

All rents received by Lessor in any reletting after Lessee's default shall be applied, first to the payment of such expenses as Lessor may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Lessor, either for making the necessary repairs (including fitting up the space for such reletting) to the Premises or in curing any default on the part of Lessee of any covenant or condition herein made binding upon Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee, and Lessee expressly agrees to pay any deficiency then remaining. Lessor shall in no event be liable in any way whatsoever (nor shall Lessee be entitled to any set off) for Lessor's failure to relet the Premises, and Lessor, at its option, may refrain from terminating Lessee's right of possession, and in such case may enforce against Lessee the provisions of this Lease for full Term.

21.9 Costs Associated With Collecting from Lessee.

In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor places in the hands of an attorney or collection agency the enforcement of all or part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Premises, Lessee agrees to pay Lessor's costs of collection and enforcement including reasonable attorneys' fees.

21.10 Period of Cure.

In the event of default under the terms of this Lease Agreement, Lessee shall within five (5) days of the receipt of the notice, either pay the overdue rent or quit the Premises. Should the

default be for other than overdue rent, Lessee shall have thirty (30) days in which to cure the default or quit the premises. Failure to cure within the prescribed time shall result in the immediate termination of this Lease Agreement and Lessee's immediate suit for eviction.

22.0 Miscellaneous.

22.1 Definition of Lessee.

The term "Lessee" shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Lessee shall be construed to be equally applicable and binding upon its Permittees and others claiming the right to be in the Premises or in the Project through or under Lessee.

22.2 Joint Lessees.

If more than one individual, firm or corporation shall join as Lessee, singular context shall be construed to be plural wherever necessary and the covenants of Lessee shall be the joint and several obligations of each party signing as Lessee and when the parties signing as Lessee are partners, shall be the obligation of the firm and of the individual members thereof.

22.3 References to Gender.

Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

22.4 Waiver of Breach.

No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver if the covenant, condition or agreement itself, or of any subsequent breach thereof.

22.5 Limitations of Lessor's Liability.

Notwithstanding anything to the contrary contained in this Lease, Lessee shall look only to Lessor's ownership in the Project for satisfaction of Lessee's remedies for collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder, and no other property or assets of Lessor or its agents, disclosed or undisclosed,

shall be subject to levy, execution or the enforcement procedure for satisfaction of Lessee's remedies with respect to this Lease, the relationship of Lessor and Lessee hereunder, or Lessee's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Lessor's agents, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Lessor not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Lessee's sole right and remedy in any dispute as to whether Lessor has breached such obligation.

22.6 Warranty of Habitability and Fitness for Particular Purpose.

LESSEE AND LESSOR EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

22.7 Written Lease.

It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

22.8 Provisions that are Unlawful or Against Public Property.

Every agreement contained in this Lease is, and shall be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the applications of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

22.9 Conditions That Prevent Performance.

Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor.

22.10 Signatures of Both Parties Required.

The submission of this Lease to Lessee shall not be construed as an offer nor shall Lessee have any rights with respect thereto unless Lessor executes a copy of this Lease and delivers same to Lessee.

22.12 Time Is of Essence Clause.

All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

23.0 Brokers.

23.1 Payment of Broker Fees.

Lessee represents and warrants that it has not entered into any agreement with, nor otherwise had any dealings with, any broker or agent in connection with the negotiation or execution of this Lease which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith, and Lessee shall indemnify, defend and hold Lessor harmless from and against any costs (including, but not limited to, court costs and attorneys' fees), expenses, or liability for commissions or other Compensation claimed by any broker or agent other than those listed or dealings, or alleged agreement or dealings, between Lessee and any such agreement or dealings, or alleged agreement or dealings, between Lessee and any such agent or broker.

24.0 Quiet Enjoyment.

24.1 Scope of Implied Covenant of Quiet Enjoyment.

Lessor covenants and agrees that upon Lessee paying the Rent and any other charges due and payable and observing and performing all the terms, covenants and conditions, Lessee may

peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust hereinbefore mentioned.

25.0 Waiver of Trial by Jury.

25.1 Waiver of Jury Trial.

LESSOR AND LESSEE EACH AGREE TO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THIS PREMISES, ANY CLAIM OF INJURY OR DAMAGE, AND/OR ANY STATUTORY REMEDY.

26.0 Governing Law.

26.1 Law Govering Contact.

This Lease shall be construed and governed by the laws of the Commonwealth of Virginia, without respect to its conflict of laws provisions. The Courts of New Kent County shall hear any legal action regarding the interpretation or enforcement of this writing. The prevailing party in any dispute, including mediation or arbitration, shall recover its costs (including reasonable attorney's fees) from the other party. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of said state, it or they shall be considered severable and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

27.0 Documentation and Authorizing Resolutions.

The Lessee shall furnish and deliver to the Lessor with this Agreement and at no cost to the Lessor, documentation and authorizing resolutions to evidence the Lessee's existence in good standing and its authority to execute this Agreement.

The signatures of the parties are set out below in acknowledgment of this Lease Agreement and warrant their respective authority to enter this Lease Agreement.

28.0 Notice.

Notices allowed or required hereunder shall be either hand delivered or sent by United States mail, postage prepaid to the addresses of the parties set forth below:

To Lessor:

Sue-Mac1880 LLC
1800 South Waterside Drive
Lanexa, Virginia 23089-5816
Tel: (804) 966-5687

To Lessee:

County Administrator
New Kent County
Post Office Box 150
12007 Courthouse Circle
New Kent, Virginia 23124-4450
Fax: (804) 966-9370

With a copy to:

County Attorney
New Kent County
Post Office Box 150
12007 Courthouse Circle
New Kent, Virginia 23124-4450
Fax: (804) 966-9370

This Lease is entered into as of the day and year first written above. The parties executing this Lease affirm that they are authorized to do so.

Malcolm F. Martin

Sue Anne Martin

COMMONWEALTH OF VIRGINIA

City/County of _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Malcolm F. and Sue Anne Martin.

Notary Public

My Commission expires: _____

The Board of Supervisors of New Kent County

By: _____
County Administrator
Clerk of the Board

COMMONWEALTH OF VIRGINIA
County of New Kent, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by _____, Clerk of the Board of Supervisors for New Kent County.

Notary Public
My Commission expires: _____

Reviewed as to form.

County Attorney