

## LEASE AGREEMENT

THIS LEASE is made this 1st day of August, 2021, by and between THE COUNTY OF APPOMATTOX, VIRGINIA, hereinafter referred to as "Lessor or County" and CARVER-PRICE LEGACY MUSEUM INC., a Virginia Non-Stock Corporation, hereinafter referred to as "Lessee".

### WITNESSETH

**WHEREAS**, the County owns property in the county within the Town of Appomattox and identified as Tax Map Parcel No. 64A2-A-86, also known as the former Carver-Price High School, located on Confederate Boulevard (Route 460), said parcel containing 16.05 acres; and

**WHEREAS**, the Carver-Price Alumni Association, a Virginia nonstock corporation, has rented a portion of the campus known as the Carver-Price School (established by the Rosenwald Fund) with the additional two (2) rooms that front Confederate Boulevard located on the campus at 102 Carver Lane, as identified on the attached Exhibit A (the "Property"); and

**WHEREAS**, the Carver-Price Alumni Association has used the leased site for the housing of a heritage museum known as the Carver-Price Legacy Museum; and **WHEREAS**, the Alumni Association now requests the County to lease to the Lessee the Property with improvements thereon and therein, as more particularly described in Exhibit A, attached hereto, and incorporated by reference hereby; and

**WHEREAS**, subject to the terms and provisions of this Agreement Lessee desires to lease and renovate the Property; and

**WHEREAS**, the County has determined that renovation of the Property will result in substantial benefits to the welfare of the County and its inhabitants, and in furtherance of the public purposes and governmental interests served, including, but not limited to, historic preservation benefits, a local landmark and tourist attraction; and

**WHEREAS**, County and Lessee hereby intend to set forth their understandings, agreements, rights, and responsibilities in order to jointly facilitate the implementation of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises, representations and warranties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby agree that the County does agree to lease the Property to the Lessee, as that term is hereinafter described in this document and pursuant to the terms and conditions hereinafter set forth.

## **SECTION ONE – REPRESENTATIONS**

### **Section 1.1 Representations of County.**

In order to induce Lessee to enter into this Agreement, County represents and warrants to Lessee as follows as of the date of this Agreement:

(a) County is a political subdivision of the Commonwealth of Virginia, duly organized and validly existing under the laws of the Commonwealth of Virginia.

(b) County is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

(c) Any and all actions necessary to enable County to enter into this Agreement, including action by the County Board of Supervisors, and to be bound hereby, have been duly taken.

(d) The person or persons executing or attesting the execution of this Agreement on behalf of County has or have been duly authorized and empowered to so execute or attest.

(e) The execution of this Agreement on behalf of County will bind and obligate County to the extent provided by the terms hereof.

(f) There exists no litigation, actions, suits, investigations or proceedings pending against County, or to County's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of County to carry out its obligations under this Agreement or the transactions contemplated hereunder.

(g) This Agreement is a valid and binding obligation of County enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

(h) Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the legislation creating County or of any agreement or instrument to which County is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality, or of any arbitration award, franchise or permit, or constitute a default thereunder.

### **Section 1.2 Representations of Lessee.**

In order to induce County to enter into this Agreement, Lessee represents and warrants to County as follows as of the date of this Agreement:

- (a) Lessee is a Virginia nonstock corporation duly organized and validly existing by virtue of and according to the laws of the Commonwealth of Virginia, and qualified to do business in the Commonwealth of Virginia.
- (b) Lessee is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.
- (c) Any and all actions necessary to enable Lessee to enter into this Agreement, and to be bound hereby, have been duly taken.
- (d) The person or persons executing or attesting the execution of this Agreement on behalf of Lessee has or have been duly authorized and empowered to so execute or attest.
- (e) The execution of this Agreement on behalf of Lessee will bind and obligate Lessee to the extent provided by the terms hereof.
- (f) There exists no litigation, actions, suits, investigations or proceedings pending against Lessee, or to Lessee's actual knowledge threatened, which if determined adversely, would materially and adversely affect the ability of Lessee to carry out its obligations under this Agreement or the transactions contemplated hereunder, except for such matters as Lessee has advised County in writing.
- (g) This Agreement is a valid and binding obligation of Lessee enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.
- (h) Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of any of the terms, conditions or provisions of the organizational agreements creating Lessee or of any agreement or instrument to which Lessee is now a party or otherwise bound or to which any of its properties or other assets is subject, or of any order or decree of any court or governmental instrumentality, or of any arbitration award, franchise or permit, or constitute a default thereunder.
- (i) None of Lessee's members, principals, or officers nor any of its shareholders, directors or officers have been convicted of a felony or a crime involving moral turpitude.

### **Section 1.3 – Non-Profit Status**

The Lessee warrants that it is recognized by the Internal Revenue Service as a 501c3 entity. Lessee shall at all times maintain and keep valid said 501c3 status and any lapse or termination in Lessee's 501c3 status shall be a material breach of this

Agreement and shall allow the County to terminate this Agreement without notice.

#### **Section 1.4 – Carver Price Alumni Association.**

The parties to this Agreement acknowledge that the Carver-Price Alumni Association currently has a lease for the Property, but by executing this Agreement, Carver-Price Alumni Association hereby releases its interest in said lease and acknowledges that it has no further interest in the property and consents to the execution of this Agreement.

### **SECTION TWO - TERM**

The term of this lease shall be five (5) years commencing on the date of execution of this lease, unless sooner terminated as hereinafter provided. This lease shall supersede and replace any and all previous leases or agreements between the parties with respect to the Leased Premises.

At the expiration of the initial term of this lease, this lease shall renew upon the same terms and without notice, for an additional five year term, and for subsequent five year renewal terms thereafter, unless either party gives written notice at least 60 days prior to the expiration of the term of renewal date of that party's intent to terminate the lease at the end of that term, or renewal thereof.

The County does hereby grant the Lessee a future option to purchase the Property once the Property is no longer encumbered by any bonds previously issued by the County.

### **SECTION THREE – RENT AND MAINTENANCE**

Lessee covenants to pay a base annual rent to Lessor of ONE DOLLAR (\$1.00) In addition, Lessee shall be responsible for all repairs, maintenance, or necessary upgrades on the leased Premises. Lessor shall not be responsible to make any expenditure of any kind with respect to the Property and all such necessary expenditures will be the sole obligation of Lessee. Lessee shall at all times comply with the requirements of the State Uniform Building Code.

Lessee shall keep and maintain in good, clean, and healthy condition and appearance, and in good order and repair, all portions of the Leased Premises.

Lessee shall also be responsible for paying all utilities with respect to the Property.

#### **SECTION FOUR - USE OF LEASED PREMISES**

Lessee shall use the Leased Premises for the operation of a museum in strict accordance with all applicable laws and regulations of any applicable governmental authorities, as well as events related to the operation of a museum. Lessee shall use the Leased Premises for no other purpose without the prior consent of the Lessor. Lessee will not, without the prior consent of Lessor, use or permit the walls or the roof of the Leased Premises to be used for advertising purposes, other than advertising the museum itself or museum sponsored events.

#### **SECTION FIVE - CONDITION OF LEASED PREMISES; PERSONAL PROPERTY INCLUDED**

Lessee has examined and knows the present condition of the Leased Premises and the equipment thereon, if any. No representation has been made to Lessee, or Lessee's agent, by Lessor, or Lessor's agents, concerning the Leased Premises (and the equipment thereof, if any) of any particular use that can be made thereof. Lessor shall not be under any duty to instruct Lessee or others as to the use of any equipment on the Leased Premises.

#### **SECTION SIX - ASSIGNMENT, SUBLETTING AND MORTGAGING**

Lessee shall not assign this lease, nor sublet the Leased Premises, in whole or in part, without Lessor's prior written consent which may be granted or withheld at the sole discretion of Lessor.

#### **SECTION SEVEN - INSURANCE AND INDEMNITY**

Lessee shall indemnify and save Lessor, its agents and employees, harmless against all liabilities, loss, damage and expense, including court costs and attorney's fees, incurred or suffered by Lessor, its agents or employees, as a result of the failure of Lessee, its agents, or employees, to perform any covenant hereunder, or resulting from Lessee's use or occupancy of the Leased Premises, or arising from injury to person or property occurring on the Leased Premises. Lessee agrees to obtain, pay for, and maintain throughout the term of this lease and renewal thereof, a policy of public liability insurance, naming both the Lessor and the Lessee as the insured parties, from a responsible company and in a form satisfactory to the Lessor, with minimum coverage limits of \$500,000.00 on account of bodily injuries to or the death of one person as a result of any one accident or disaster and property damage insurance with limits of \$500,000.00.

Lessee shall deliver to Lessor upon request, a certificate of insurance showing the same to be in force and effect. Such policy shall provide that it shall not be subject

to cancellation without at least 30 days' notice to Lessor.

Lessor shall maintain a replacement value policy of insurance on the building located on the leased premises. Lessee understands the Lessor will not maintain a policy of insurance on the contents of the building or on the property of the Lessee's employees, agents, invitees, or guests.

In addition, Lessee agrees to obtain, pay for, and maintain through the term of this lease and any renewal, insurance against fire, vandalism, malicious mischief, and such other perils as are included in a standard extended coverage and endorsement, insuring all merchandise, fixtures, furnishings, equipment, and other items of personalty owned by Lessee or Lessor located on the Leased Premises, providing for replacement cost coverage for contents.

Should Lessee not comply with its covenants to maintain insurance as provided herein Lessor may, at its option, cause such insurance to be issued and Lessee shall promptly pay when due the premium for such insurance. Lessee's failure to pay for said insurance will be a cause for termination of this lease.

Lessee shall pay all excess insurance premiums (i.e., premiums in excess of the usual premiums for a non-hazardous risk) required to be paid by Lessor on the building on the premises by reason of Lessee's use or occupancy thereof.

## **SECTION EIGHT – UPGRADES OF PROPERTY**

Lessor may make any necessary structural repairs to the foundations, load bearing walls and roof and to make such upgrades as it deems appropriate for Lessee's purposes and operation of the Property. Lessee shall at all times comply with the requirements of the State Uniform Building Code.

Lessee agrees to indemnify and hold Lessor harmless for any repair necessitated by damage caused by Lessee, its tenants, and invitees. Lessee agrees to indemnify and hold harmless Lessor for any repairs or maintenance of any structures, personal property or fixtures on the Leased Premises which Lessor performs in the interest of maintaining the Leased Premises in good and safe condition and in good order and repair and which are Lessee's obligation under this lease.

## **SECTION NINE – GRANTS**

Lessee has obtained a grant from the Virginia Department of Historic Resources (DHR) in the amount of \$570,000.00 for improvements to the Property, which funds will be transferred to the County as fiscal agent for the DHR Funds. The parties will execute a Memorandum of Understanding (MOU), a copy of which is attached as Exhibit B to this Agreement. The County and Lessee hereby covenant and agree that they will be

mutually and jointly be bound by said MOU and comply with its terms.

The parties further agree that Lessee may from time to time obtain other grants which may be used to upgrade, repair, or improve the Leased Premises. All such funds may be turned over to Lessor, and Lessor will undertake the procurement and installation of said upgrades, repairs, or improvements

## **SECTION TEN - ALTERATIONS**

Lessee shall have the right, at its own expense, to make such alterations and improvements in the Leased Premises as may be reasonably necessary to its proper use thereof. All structural improvements, additions, and all building, shall be subject to the prior written approval of the Lessor, such approval not to be unreasonably withheld.

Lessee shall, on the last day of the original or renewal term, or upon the sooner termination of this lease, peaceably and quietly surrender the Leased Premises to the Lessor, including all Improvements, alterations, rebuilding, replacements, fixtures, changes, or additions placed by Lessee thereon in good condition and repair; however, Lessee shall not be required to return any such property in good condition if the same is damaged or destroyed by fire and reimbursed by insurance, or otherwise unless caused by the Lessee's fault or negligence which is not covered by insurance.

## **SECTION ELEVEN - LESSOR'S LIABILITY FOR DAMAGES**

The Lessor shall not be liable for any damage or injury to person or property caused by or resulting from any other cause whatsoever unless said damage or injury is caused by the negligence of the Lessor; and notwithstanding any other provision hereof, Lessor shall not be liable to Lessee or any insurance company insuring the Lessee for any loss or damage to Lessee's merchandise or property on the Leased Premises which was or could have been covered by fire and extended coverage or any other insurance coverage, even though such loss or damage may have been occasioned by the negligence of Lessor, its agents or employees.

## **SECTION TWELVE - DESTRUCTION OF LEASED PREMISES: CONDEMNATION**

Except as otherwise provided, if the Leased Premises are damaged without fault or negligence on the part of Lessee, its employees or invitees, by fire or other casualty, which is covered by insurance under a standard fire insurance policy with standard extended coverage endorsement. Lessor, unless it shall elect otherwise as hereafter provided, shall promptly repair the same, and this lease shall continue; provided, that the Lessor shall in no event be required to expend more for such restoration than the amount it receives in insurance proceeds. If the insurance proceeds are insufficient to effect the repairs, and Lessor declines to provide the additional amount required, either

Lessor or Lessee may terminate this lease with reasonable notice to the other. It is expressly agreed there shall be no abatement of rent if any damages be caused by act or negligence of Lessee, its employees, or invitees. Should Lessor elect to repair the Leased Premises, within a reasonable time as set forth above, a reasonable reduction of rent from the date of such damages until there be again premises substantially similar in value to the Lessee as the Leased Premises, shall be provided.

### **SECTION THIRTEEN - LESSOR'S RIGHT OF ENTRY**

Lessee shall permit Lessor to erect, use, and maintain pipes and conduits in and through the Leased Premises. Lessor or its agents shall have the right to enter the Leased Premises and shall have the right of ingress and egress over and through the Leased Premises for whatever reason necessary to the Lessor, upon 5 day notice to Lessee, except no notice is required in case of emergency.

### **SECTION FOURTEEN - DEFAULT**

The happening of any of the following events shall constitute a default for which Lessor, in addition to other rights or remedies it might have, shall have the immediate right of re-entry without service of notice or resort to legal process and without Lessor being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby:

- (a) Abandonment of Lease Premises:
- (b) A breach of any of the covenants or conditions of this lease continuing for more than thirty days after notice thereof from the Lessor.
- (c) Termination of existence, insolvency, business failure, appointment or receivers, assignment for benefit of creditors of all or any part of the property of Lessee, or commencement of any proceedings under any bankruptcy or insolvency law by or against Lessee.
- (d) Termination of Lessee's 501c3 status.

No failure on the part of Lessor to enforce any covenant herein, nor the waiver of any right hereunder by Lessors, shall discharge or invalidate any covenant or affect the right of Lessor to enforce the same in the event of a subsequent default.

### **SECTION FIFTEEN - REMEDIES ON DEFAULT**

In the event of default by Lessee, Lessor, at its option, without notice to Lessee, may terminate this lease and re-enter the Leased Premises and have, possess, and



enjoy the same, as of its former estate, but no such re-entry shall be deemed an acceptance, termination or surrender of this lease. In the event of re-entry for default, lessor at its option, may re-let the Leased Premises, or any part, as agent for Lessee, for any sums which it may deem reasonable, but Lessor shall not be under any obligation to re-let the premises for any purpose other than that specified in this lease. In event of termination for default, Lessee shall remain liable for all its obligations under this lease, and for such loss and damages as Lessor may sustain as a result of Lessee's breach hereof

## **SECTION SIXTEEN - LESSOR'S RIGHT TO CURE**

In the event of any default at any covenant, condition, or provision of this lease by Lessee, Lessor, after reasonable notice to Lessee, may at its sole discretion cure such breach for the account and at the expense of the Lessee, if such breach has caused, or may be reasonably likely to cause, damage or injury to person or property.

## **SECTION SEVENTEEN - ATTORNEY'S FEES**

Lessee shall indemnify and promptly reimburse Lessor for all expenses, including interest and reasonable attorney's fees that Lessor may incur as a result of any breach by Lessee or in the enforcement of any provisions of this lease.

## **SECTION EIGHTEEN - SUBROGATION**

Lessee agrees that all fire and extended coverage insurance policies obtained by Lessee covering Lessee's property on the Leased Premises shall contain a provision waiving subrogation against the Lessor, their employees, and agents.

## **SECTION NINETEEN - NOTICES**

Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to the other, such notice demand shall be given or served and shall not be deemed to be duly given or served unless in writing and forwarded by registered or certified mail addressed as follows:

TO LESSOR: Susan Adams  
Administrator, Appomattox County  
P.O. Box 863  
Appomattox, VA 24522

TO LESSEE: Ora S. McCoy  
7399 Oakville Road

## SECTION TWENTY - OTHER TERMS

All parties agree that all these provisions shall bind and inure to the benefit of the parties, their heirs, legal representatives, successors in interest and assigns.

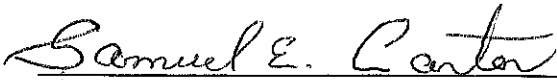
This lease agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by all the parties hereto.

Any dispute arising hereunder shall be heard exclusively in the Circuit Court for Appomattox County.

WITNESS THE FOLLOWING SIGNATURES:

  
Chairman, Appomattox Board of Supervisors

  
Carver-Price Legacy Museum Inc.

By: 

  
Carver-Price Alumni Association

By: 