

# Heritage Public Library

P. O. Box 8, Providence Forge, Virginia 23140 – 804.966.2480, 804.966.5982 (fax)

September 19, 2016

Rodney Hathaway, County Administrator  
New Kent County  
P. O. Box 150  
New Kent, Virginia 23124

Dear Mr. Hathaway:

The following resolution has been adopted by the Library's Board of Trustees and is provided for your records. I have attached the original of our lease agreement with the County, bearing a lease date of September 14, 2016 and signed by me. We will await a fully-signed copy of the agreement for our records.

**RESOLVED, the attached Lease Agreement dated September 14, 2016 by and between the County of New Kent, Virginia and The Heritage Public Library is hereby approved and the Director is authorized to execute this document.**

**Ayes: 6      Nays: 0      Abstain: 0      No Response: 3**

Very truly yours,

Barbara Winters, Director

## LEASE AGREEMENT – HERITAGE PUBLIC LIBRARY

THIS LEASE AGREEMENT ("Lease") is made as of Sep. 14, 2016 by and between the COUNTY OF NEW KENT, VIRGINIA (hereinafter, the "County") and the HERITAGE PUBLIC LIBRARY (hereinafter, the "Library").

### **RECITALS**

- A. The County is purchasing a portion of the Maidstone Shopping Center known as 7791 Invicta Ln and identified as tax parcel 24B – 1 - 2 containing approximately .13 acres, as more particularly described below; and
- B. The County desires to lease and demise to the Library, and the Library desires to lease and take from the County, the Premises, in accordance with the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Lessor and Less agree as follows:

### ARTICLE I. PREMISES AND IMPROVEMENTS

Section 1.1. The County hereby leases to the Library the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Premises").

### ARTICLE II. TITLE: QUIET ENJOYMENT

Section 2.1. So long as the Library is not in default hereunder, the Library shall have peaceful and quiet enjoyment, use and possession of the Premises without hindrance on the part of the County or anyone claiming by, through, or under the County.

### ARTICLE III. TERM

Section 3.1. Commencement and Expiration. The term of this Lease shall commence on the date that the County closes on the purchase of the Premises, which will be sometime in early 2017 (the "Date of Commencement") and shall expire ten years thereafter, unless sooner terminated or extended as hereinafter provided. The foregoing notwithstanding, either party may terminate this Lease for convenience upon one-hundred eighty (180) days advance written notice to the other party. All references to the "term" of this Lease shall, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. Subsequent to the initial term, this Lease shall be renewed automatically for subsequent one-year terms, to coincide with the County's July 1-June 30 fiscal

year, unless and until terminated in accordance with Section 3.3 below.

Section 3.3. Termination. This Lease and the Library's occupancy of the Premises may be terminated for convenience by either party upon one-hundred eighty (180) days advance written notice to the other party.

#### ARTICLE IV. RENT

Section 4.1. Annual Rent. Commencing upon the Date of Commencement, during the initial term of this Lease, the Library agrees to pay to the County annual rent of ONE DOLLAR (\$1.00) per year.

#### ARTICLE V. UTILITIES, SERVICES AND MAINTENANCE

Section 5.1. Utilities. All utility costs, expenses and obligations of every kind and nature whatsoever directly relating to the Leased Premises, including, but not limited to, gas, water, electricity, telecommunications, taxes, and/or insurance shall be the responsibility of the Library.

Section 5.2. Maintenance. The County will maintain mechanical lift, plumbing, heating, ventilation, and air conditioning equipment and systems and ensure that they shall be in good repair and good working order. The County will maintain common areas, including, but not limited to, snow removal in the parking lot.

#### ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Library shall use the Leased Premises to operate a public library.

Section 6.2. Good Repair. The Library shall keep in good repair and shall take good care of the Premises and fixtures therein located and, at the expiration or earlier termination or cancellation of this Lease, shall surrender the Premises and fixtures in as good condition as at the time of delivery, subject to reasonable wear and tear. Any failure to keep the Premises in good repair shall be considered a default of this Lease and shall be grounds for termination thereof.

Section 6.3. Parking. The Library shall be entitled to non-exclusive use of parking spaces in the parking lot adjacent to the Leased Premises and access between said parking lot and the leased Premises.

#### ARTICLE VII. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Section 7.1. The Library may, at its own cost and expense, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do

not damage or alter the Premises, provided that the County's consent shall have first been obtained in writing, and provided that the Library shall obtain all required governmental permits for such alterations, additions or improvements.

Section 7.2. The Library may, at its own cost and expense, from time to time, make interior structural alterations, additions or improvements, only with the County's prior written consent to plans and specifications therefor. Any such interior structural alterations, additions or improvements shall become the County's property.

Section 7.3. On the last day, or sooner termination of the term of this Lease, the Library shall quit and surrender the Leased Premises, and the buildings and permanent improvements then thereon, to the County. The Library, on or before such date, may remove all its personal property, movable trade fixtures and equipment. All property not so removed shall be deemed abandoned and shall become the property of the County. On the last day, or sooner termination, possession to all buildings and permanent improvements on the Leased Premises shall revert to the County.

#### ARTICLE VIII. INSURANCE

Section 8.1. The County shall, during the term of this Lease, maintain in force general public liability insurance and property insurance on the Property in an amount equivalent to coverage for its other public buildings and facilities or such greater amounts deemed necessary, and shall name the Library as an additional named insured.

Section 8.2. The Library shall provide at its expense, and keep in force during the term of this lease, comprehensive general liability insurance with a good and solvent insurance company licensed to do business in the State of Virginia, selected by the Library, in a single limit of at least One Million Dollars (\$1,000,000.00) for bodily injury, personal injury and death and Three Hundred Thousand Dollars (\$300,000.00) with respect to damages to property. Such policy or policies shall include County as an additional insured. Such policy shall provide contents coverage for all library materials, fixtures, and equipment in such amounts as shall be adequate to insure replacement coverage for such items.

#### ARTICLE IX. MISCELLANEOUS

Section 9.1. Notices. Any notice, demand, request or other instrument which may be, or are required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, postage prepaid, and shall be addressed:

(a) if to the County, at:

Rodney A. Hathaway  
New Kent County Administrator  
PO Box 150  
New Kent, VA 23124



or at such other address as the County may designate by written notice;

(b) if to the Library, at  
Barbara Winters  
Director, Heritage Public Library  
P. O. Box 8  
Providence Forge, VA 23140

or at such other address as the Library shall designate by written notice.

Section 9.2. Annual Appropriations. Any County obligations under this Lease are subject to annual appropriations by the Board of Supervisors of New Kent County, Virginia.

Section 9.3 Indemnity. The Library covenants and agrees to indemnify and save harmless the County and the Leased Premises from and against any and all claims and demands of every kind, character and description whatsoever, including all costs of defense, arising out of or resulting from the construction, use, occupation, management, operation, possession or control of the Leased Premises or any part thereof, by the Library, its agents, servants or employees, guests or invitees, whether such act, undertaking or obligation arises out of tort or contract.

Section 9.4. Assignment or Sublet. The Library may not assign or sublet this Lease without the written consent of the County.

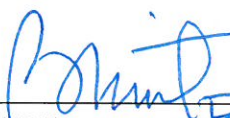
Section 9.5. Governing Law. This Lease shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia.

Section 9.6 Entire Agreement. No oral statement or prior written matter shall have any force or effect. All parties agree that they are not relying on any representations or agreements other than those contained in this lease. This Lease shall not be modified or cancelled except by a writing signed by all parties.

Section 9.7 Binding Effect. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of County and Library and their respective heirs, successors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

**HERITAGE PUBLIC LIBRARY**

By:   
Print Name: Barbara Winters  
Title: Director, Heritage Public Library

**COUNTY OF NEW KENT**

By: \_\_\_\_\_  
Rodney A. Hathaway  
County Administrator

Reviewed as to form.

\_\_\_\_\_  
County Attorney