

Fairfax County, Virginia




**FAIRFAX COUNTY
PARK AUTHORITY**
12055 Government
Center Parkway, Suite 406
Fairfax, VA 22035-1118

**TURNER FARM PARK
RESIDENT CURATOR PROGRAM
LEASED PROPERTY
APPROXIMATELY 5 ACRES**

0 90
Feet

August 27, 2018
Aerial Feb. 16, 2017



RESIDENT CURATOR LEASE

COMMENCEMENT DATE (“COMMENCEMENT DATE”):

November 1, 2018

between

**BOARD OF SUPERVISORS OF FAIRFAX COUNTY as LESSOR (“LESSOR”)
and**

TURNER FARMHOUSE FOUNDATION as LESSEE (“RESIDENT CURATOR”)

on Property owned by the

FAIRFAX COUNTY PARK AUTHORITY (“PROPERTY OWNER”)

at the

**Turner Farm Park
10607, 10609 and 10611 Georgetown Pike Great Falls, VA 22066
Tax Map #12-1 ((1)) 24D**

RESIDENT CURATOR LEASE

THIS LEASE (“Lease”) is made this ____ day of _____, 2018, (“Effective Date”) by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY (“BOS”)**, 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035, as **Lessor (“Lessor”)**, and **TURNER FARMHOUSE FOUNDATION** as **Lessee (“Resident Curator”)** on property owned by the **FAIRFAX COUNTY PARK AUTHORITY (“FCPA”)**, a body corporate and politic, as **Property Owner (“Property Owner”)**.

RECITALS

R-1 Property Owner is the owner of certain real estate that is identified in the Fairfax County Tax Administration records as Tax Map #12-1 ((1)) 24D (“Parcel”), which is approximately twenty-two (22) acres in size and considered part of **Turner Farm Park (“Park”)** in the Dranesville Magisterial District. Lessor desires to lease to Resident Curator, and Resident Curator desires to lease from Lessor, approximately five (5) acres within the Parcel as shown on **Exhibit A (“Leased Property”)**, which Leased Property includes the **Turner Farm House (“Turner Farm House”)** that has an address of 10609 Georgetown Pike, Great Falls, VA 22066. Resident Curator’s uses for the Leased Property will be in accordance with the Property Owner’s **Turner Farm Master Plan** that was approved on January 24, 2018 (“**Master Plan**”), any Special Exception or other land use approvals by the BOS for the Leased Property and the terms of this Lease. Property Owner leased the Leased Property to Lessor pursuant to a Lease dated **xxxxxxxxxx x, 2018 (“Master Lease”)**.

R-2 The Resident Curator Program Ordinance, Chapter 125 of *The Code of the County of Fairfax, Virginia*, established a **Resident Curator Program (“Resident Curator Program”)** to preserve and maintain historic properties owned or leased by Fairfax County, by leasing such historic properties to individuals or businesses for the purposes of maintaining and improving such leased properties in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties, 36 CFR Part 68 (2013) as shown on **Exhibit B**.

R-3 Subject to the Fairfax County Park Authority Turner Farm Park **Conceptual Development Plan (“CDP”)** that was approved in July 2000 and which is incorporated by reference into this Lease, Resident Curator responded to an **Invitation to Submit Application (“ISA”)** for participation in the Resident Curator Program at Turner Farm House. The Lessor and the Property Owner accepted the **Resident Curator’s Response to the ISA (“Resident Curator’s Response to ISA”)** attached as **Exhibit C** and incorporated by reference into this Lease, and appointed Resident Curator as the **Resident Curator of the Leased Property** under this Lease.

R-4 Sarah Kirk (“Ms. Kirk”) is the current President of Resident Curator, and in her capacity as President of Resident Curator, will act as the contact person for Resident Curator. The parties intend that Ms. Kirk and her successors will carry out the duties of the Resident Curator. Resident Curator intends to enter into a **Sublease (“Sublease”)** with Ms. Kirk, individually, who will occupy the Leased Property and reside in the Turner Farm House along with her family and a

caregiver (collectively referred to as the “**Residents**”). The Residents also intend to board equines at the Leased Property.

R-5 Lessor desires to enter into this Lease with Resident Curator to fulfill the requirements of the Resident Curator Program, to include: (a) rehabilitating the Turner Farm House as a residence, (b) repairing the milk house, (c) restoring and preserving a corn crib, (d) and razing an equipment shed (the milk house, corn crib and equipment shed will be collectively referred to as the “**Outbuildings**”), (e) landscaping, and (f) renovating an existing garage into a retreat center (“**Retreat Center**”) subject to the terms and limitations of the necessary Special Exception for such use if and as approved by the BOS (the “**Special Exception**”) and this Lease. Retreat Center visitors will be customers of Resident Curator (“**Customers**”). Resident Curator’s performance of the requirements of the Resident Curator Program and this Lease will be subject to monitoring and review by the Property Owner’s staff.

R-6 Resident Curator will perform all of the required Resident Curator duties and maintain the grounds in accordance with the **Resident Curator’s Response to the ISA (“Response to ISA”)**, the **Resident Curator Maintenance Guidelines and Checklist (“Maintenance Guidelines”)**, attached hereto as **Exhibit D** and incorporated into this Lease and the **Turner Farm House Treatment Plan (“Treatment Plan”)**, attached hereto as **Exhibit E** and incorporated into this Lease. The Response to ISA, Maintenance Guidelines and Treatment Plan are collectively referred to as the **Curator Program (“Turner Farmhouse Curator Program”)**.

R-7 This Lease will incorporate as applicable any **Additional Non-Discretionary Improvements (“Additional Non-Discretionary Improvements”)** and **Additional Discretionary Improvements (“Additional Discretionary Improvements”)** in accordance with the terms of this Lease. All documents, plans, responsibilities, and improvements for the Turner Farmhouse Curator Program, Additional Non-Discretionary Improvements and Additional Discretionary Improvements are collectively referred to as **Curator Program Duties (“Curator Program Duties”)** and must be in compliance with the Master Plan and the Special Exception.

R-8 Resident Curator intends to enter into a written sublease agreement with Ms. Kirk, the requirements of which are addressed in this Lease.

R-9 The Lessor delegated certain responsibilities to the Property Owner to effectuate efficient administration of the Resident Curator Program per a March 29, 2016 memorandum and Property Owner will monitor Resident Curator’s compliance with this Lease pursuant to the Master Lease.

R-10 Lessor, Resident Curator, and the Property Owner will collectively be referred to as the **Parties (“Parties”)**.

R-11 Resident Curator provided to Property Owner a **TFF Business Plan (“Resident Curator Business Plan”)** that proposes four (4) phases and will become effective and commence on the Commencement Date as defined in this Lease. All deadlines and milestones related to the possession or occupancy of the Leased Property will be effective on the Commencement Date.

NOW, THEREFORE, the parties hereto mutually agreed as follows:

1. GRANT OF LEASED PROPERTY. Lessor does hereby lease unto Resident Curator and Resident Curator does hereby lease from Lessor the Leased Property, including nonexclusive access to the Leased Property through the Park via the driveway. It is agreed that by occupying the Leased Property, Resident Curator acknowledges that it has had full opportunity to examine the Leased Property and is fully informed, independent of any statements by Lessor and Property Owner, as to the character, construction and structure of the Leased Property. All amenities and appliances, if any, are in "AS IS" condition as of the Commencement Date and Lessor and Property Owner shall have absolutely no obligation whatsoever to repair such items or to replace any such amenities at the end of their useful life unless specifically stated otherwise in this Lease. It is agreed that by occupying the Leased Property, Resident Curator agrees that there are no requirements imposed upon Lessor or Property Owner to perform improvements or repairs to the Leased Property after the Commencement Date. Resident Curator and Lessor acknowledge that this Lease includes the agreement that Lessor and Property Owner have no requirement to perform repairs or otherwise maintain the Leased Property. Resident Curator must maintain the Leased Property, including all portions designated as a Resource Protection Area, in accordance with all applicable laws and regulations. This Lease is entered into in good faith and the Resident Curator's agreement to perform the maintenance and repairs required under this Lease support the purpose of the Resident Curator Program permitted under Va. Code § 15.2-2306.

Prior to the Commencement Date, the Property Owner must do the following:

1.1 The Property Owner will obtain an engineering design and install a residential septic system to accommodate the Turner Farm House Treatment Plan's needs. The Resident Curator must maintain the Turner Farm House septic system after the Commencement Date.

1.2 The Property Owner will obtain an engineering design for the Retreat Center septic system and will provide such design to the Resident Curator. The Resident Curator will be responsible for all of the costs associated with the installation and approval of the Retreat Center septic system, and must maintain the Retreat Center Septic System after it is approved for use by the appropriate governmental authority. If the Lessor or Property Owner incurs costs, emergency or otherwise, associated with the Retreat Center septic system, Resident Curator must reimburse the Property Owner for such costs.

1.3 The Property Owner will obtain an assessment of the Turner Farm House electrical and plumbing systems and a copy of the assessment will be provided to Resident Curator prior to the Commencement Date. The Property Owner will complete any repairs and perform any improvements to the electrical and plumbing systems in the Turner Farm House that are required in order for a Residential Use Permit ("RUP") to be issued for occupancy of the Turner Farm House by Ms. Kirk, and will obtain all necessary inspections and approvals of such repairs and improvements so that Ms. Kirk may obtain the RUP. The Resident Curator will be responsible for all of the costs associated with the electrical and plumbing systems for the Retreat Center and all costs associated with the electrical and plumbing systems for the Turner Farm House that arise after the Commencement Date.

2. ACCEPTANCE OF POSSESSION. Lessor shall deliver possession of the Leased Property to Resident Curator under this Lease on November 1, 2018 (the “**Commencement Date**”). Resident Curator shall accept possession of the Leased Property on the Commencement Date in its “AS IS” condition. Effective on the Commencement Date, the Resident Curator Business Plan proposes the following:

2.1 Phase 1

- a. Start design, permitting, construction activities on the Turner Farm House and Pony Farm fields.
- b. Complete the improvements to the Turner Farm House and the Pony Farm fields so the Residents can move into the Turner Farm House and the equines can be moved onto the Leased Property.

2.2 Phase 2

- a. Complete Turner Farm House Treatment Plan, Pony Farm fencing, Pony Farm barns, other Curator Program Duties.
- b. Start design, permitting, and fundraising to restore the Retreat Center and Outbuildings.

2.3 Phase 3

- a. Fundraise and complete Curator Program Duties for Retreat Center and Outbuildings.

2.4 Phase 4

- a. Fundraise and maintain the Leased Property for the Term of this Lease.

2.5 Resident Curator’s Business Plan must conform and comply with the Curator Schedules and Milestones as defined below.

3. TERM and SCHEDULED TERMINATION DATE. The term of this Lease (“**Term**”) shall be for a period of twenty (20) years commencing on 12:00 noon on the Commencement Date and will expire on the **31st day of October, 2038** (“**Scheduled Termination Date**”) unless otherwise agreed by the Parties subject to early termination as described in this Lease. At the expiration of the tenancy hereby created, or upon any re-entry by Lessor into the Leased Property pursuant to any provision herein, Resident Curator will surrender the Leased Property, all Residents will vacate the Turner Farm House and Residents will remove all equines from the Leased Property. Resident Curator does not have any right to extend or renew this lease except as provided for herein.

4. OCCUPANCY. Notwithstanding the stated Commencement Date under the Lease, under no circumstances shall Resident Curator, its Retreat Center customers or their invitees, or the Residents, be permitted to occupy the Leased Property, or part thereof, unless and until a **Residential Use Permit (“RUP”), Non-Residential Use Permit (“Non-RUP”), or Final Inspection (“Final Inspection”)** per Virginia Uniform Statewide Building Code, 2012. 113.8,

whichever is applicable, has been issued by the appropriate **Fairfax County Agency** (“**County Agency**”). If a temporary or partial RUP, Non-RUP, or Final Inspection has been issued by the appropriate County Agency, Resident Curator may occupy only that approved portion of the Leased Property.

5. CURATOR SCHEDULE and MILESTONES. Resident Curator, at Resident Curator's sole expense, must timely perform and complete the Turner Farmhouse Curator Program Duties in accordance with corresponding schedules and performance milestones set forth in the Turner Farmhouse Curator Program, herein referred to as **Curator Schedules and Milestones** (“**Curator Schedules and Milestones**”). The Turner Farmhouse Curator Program documents are set forth in detail sufficient to satisfy the Lessor and Property Owner of the items, methodology and timeframes for the development, redevelopment, remediation, repair, replacement, refurbishment, renovation, rehabilitation, and maintenance of the Leased Property. This Resident Curator’s agreement to perform the maintenance and repairs required under this Lease support the purpose of the Resident Curator Program permitted under Va. Code § 15.2-2306.

6. EARLY TERMINATION. Commencing fifteen (15) years after the Commencement Date, Lessor shall have the right to exercise an **Early Termination** (“**Early Termination**”) of this Lease, which shall occur prior to the Scheduled Termination Date, such early termination date herein referred to as **Early Termination Date** (“**Early Termination Date**”), provided that notice (via email and certified letter) is given to Resident Curator at least six (6) months prior to the Early Termination Date. At the expiration of the tenancy hereby created, pursuant to an Early Termination or any provision herein, Resident Curator shall surrender the Leased Property, in accordance with Section 23 of this Lease. Approved Installed Improvements pursuant to Section 8 related to the Curator Program Duties (including the Pony Farm) shall remain in place and become the property of the Property Owner.

6.1 The Resident Curator shall have the right to Early Termination in the event that the BOS does not approve the Special Exception within one (1) year of the Commencement Date. In order to exercise this right of Early Termination, Resident Curator must give written notice of its intent to exercise a right of Early Termination (“**Early Termination Notification**”). The Early Termination Notification may be sent via email. The Early Termination Notification must be delivered to Lessor within thirty (30) days of the date the BOS either votes to deny the Special Exception or fails to approve the Special Exception within one (1) year of the Commencement Date (“**Disapproval Date**”). The Early Termination Notification must set forth the date Resident Curator intends for the Lease to terminate (“**Early Termination Effective Date**”). The Early Termination Effective Date must be within 180 days of the Disapproval Date. At the Early Termination Effective Date, Resident Curator must surrender the Leased Property to Lessor in accordance with Section 23 of this Lease. Approved Installed Improvements pursuant to this Lease as part of the Curator Program Duties or the Pony Farm that are completed prior to the Early Termination Effective Date shall remain in place and will become the property of the Property Owner.

6.2 If Resident Curator has not provided written notice (email notification is acceptable) to Lessor that it wishes to exercise its right of Early Termination within thirty

(30) days from the Disapproval Date, then Resident Curator must complete the Term of Lease unless the Lease is otherwise terminated in accordance with the terms of the Lease.

7. **RENT and FAIR MARKET RENTAL VALUE.** Residents Curator's consideration for the Lease is the performance of the Turner Farmhouse Curator Program requirements as set forth in R-6 that the parties agree have an estimated cost of six hundred seventy-two thousand dollars and no/100 (\$672,000.00) and the Parties agree that the adjusted **Fair Market Rental Value ("Fair Market Rental Value")** for the Term is **six hundred seventy-two thousand dollars and no/100 (\$672,000.00)** as shown on **Exhibit F** which is attached and incorporated into this Lease. Any adjustments to the Fair Market Rental Value must be agreed to by the Parties in writing.

8. **WORK-IN-PROGRESS and APPROVED INSTALLED IMPROVEMENTS.** The Parties anticipate there will be the following three categories of improvements Resident Curator will make to the Leased Property pursuant to this Lease: (1) improvements required by the Turner Farmhouse Curator Program ("**Curator Program Improvements**"), (2) Additional Non-Discretionary Improvements, and (3) Additional Discretionary Improvements. All plan submissions, plan approvals, permitting, construction, inspections, and corrective action for the Curator Program Improvements, Additional Non-Discretionary Improvements, and Additional Discretionary Improvements shall be collectively referred to as **Work-In-Progress ("Work-In-Progress")** until deemed an approved installed improvement as defined in this section.

8.1 Construction, rehabilitation or installation of improvements that result in plan closeout, permit closeout, bond release, occupancy, or similar final approval for the Curator Program Improvements, the Additional Non-Discretionary Improvements, and the Additional Discretionary Improvements shall be collectively referred to as **Approved Installed Improvements ("Approved Installed Improvements")** and the date of final action that qualified Work-In-Progress as an Approved Installed Improvement shall be referred to as **Approved Improvement Date ("Approved Improvement Date")**.

8.2 In the event of Early Termination or Event of Default, as defined in this Lease, Property Owner, in its sole discretion, may require that Work-In-Progress be cured or removed at Resident Curator's cost especially if Work-In-Progress creates an unsafe condition.

9. **ADDITIONAL NON-DISCRETIONARY IMPROVEMENTS.** Resident Curator and Lessor acknowledge that there may be certain improvements that are necessary, that affect the structure of the Leased Property, that were unknown to the Parties at the execution of this Lease, that are not included in the Curator Schedules and Milestones and that are capital in nature; these improvements are defined as "**Additional Non-Discretionary Improvements.**"

9.1 If Resident Curator determines that it is required to perform such Additional Non-Discretionary Improvements, then it must provide written notice to Lessor and Property Owner of all such Additional Non-Discretionary Improvements. If Lessor and Property Owner agree that the improvements listed on that written notice qualify as Additional Non-Discretionary Improvements, then they shall (a) notify Resident Curator in writing that they agree the improvements qualify as Additional Non-Discretionary Improvements,

and(b) advise Resident Curator whether they consent to Resident Curator performing the Additional Non-Discretionary Improvements.

9.2 The Parties may agree to add the cost of the Additional Non-Discretionary Improvements to the estimated cost of the Turner Farmhouse Curator Program requirements if before commencement of the Additional Non-Discretionary Improvements (a) the Resident Curator first gives written notice to Lessor and Property Owner of any intent to add the cost of the Additional Non-Discretionary Improvements, and (b) the Resident Curator provides a cost accounting of all labor and materials to the Lessor and the Property Owner. Additional Non-Discretionary Improvements covered in this section shall be accounted for according to the template attached as **Exhibit G** and incorporated in this Lease, and if agreed to in writing by the Parties, the term of the Lease may be extended in accordance therewith.

10. ADDITIONAL DISCRETIONARY IMPROVEMENTS. Additional Discretionary Improvements (“**Additional Discretionary Improvements**”) are those improvements, capital or otherwise, that the Resident Curator decides to undertake for its own convenience or desire, and that are not considered a part of the Turner Farmhouse Curator Program or considered Additional Non-Discretionary Improvements. Resident Curator may not perform any Additional Discretionary Improvements unless it has the written consent of the Property Owner, which consent may be withheld in its absolute discretion. Resident Curator understands that it makes any such Additional Discretionary Improvements at its own risk and expense, and such Additional Discretionary Improvements become the property of the Property Owner at Property Owner’s sole discretion. At the sole discretion of Property Owner and Lessor, Additional Discretionary Improvements may be required to be removed and costs for removal, including offsite disposal or any necessary restoration (per approval by the Property Owner) shall be the responsibility of the Resident Curator.

11. CONDITIONS FOR WORK-IN-PROGRESS and APPROVED INSTALLED IMPROVEMENTS. The Resident Curator must fulfill the Turner Farmhouse Curator Program Duties as defined in R-7 and obtain all required governmental approvals and permits for such work. As part of the Turner Farmhouse Curator Program Duties, Resident Curator must submit applicable documents to Lessor and Property Owner for review and written approval of Work-In-Progress. Preliminary testing, construction, and other related activity may not commence until the Property Owner has determined that the Work-In-Progress will have “no adverse effect” on the historic integrity of the Leased Property and Property Owner has given final written approval.

11.1 APPROVAL, DISAPPROVAL. In order to obtain written approval for Work-In-Progress, Resident Curator must provide to the Property Owner the following support information: (a) narrative summary of proposed improvements; (b) representative photos (digital or print) that clearly indicate the proposed project area; (c) a site map indicating the project area; and (d) any supporting material, material samples, plans, schematics and specifications that the Property Owner determines is pertinent to review the project. The Property Owner shall review the plans and specifications for conformity with the terms of this Lease, and the Property Owner shall, within thirty (30) business days after receipt thereof, either approve the submissions, or notify the Resident Curator in writing of

disapproval including specifying the respects in which the submissions do not conform to the terms of this Lease. If the Property Owner fails to respond within thirty (30) business days, such plans and specifications for Curator Program Improvements and/or Additional Non-Discretionary Improvements shall be deemed approved, and such plans and specifications for Additional Discretionary Improvements shall be deemed disapproved.

11.2 RESUBMISSION. In the event of disapproval, the Resident Curator shall modify the plans and specifications to conform to the terms of this Lease in those respects specified by the Property Owner as the grounds for disapproval; provided the Resident Curator may elect not to pursue and therefore not to modify and resubmit the plans and specifications for Additional Non-Discretionary Improvements. The re-submission shall be subject to review and approval by the Property Owner in accordance with the procedure provided above for an original submission, until the plans and specifications have been approved by the Property Owner.

11.3 ADDITIONAL REVIEW. If the Work-In-Progress requires review by the **Fairfax County Architectural Review Board (“ARB”)**, or by another regulatory entity, then the the Resident Curator will prepare required documents in accordance with the governing regulations and submit required documents to the ARB or other applicable regulatory entity for review with a copy to the Property Owner. Resident Curator will inform Lessor and the Property Owner of regulatory entity determination(s). In the event of a determination of adverse effect, Resident Curator must follow and fulfill any prescribed mitigation requirements if the Work-In-Progress proceeds as proposed. When such additional regulatory review is required, Work-In-Progress will be allowed to proceed if the Property Owner consents in writing and the ARB or other regulatory entity determines that there will be no adverse effect on the Leased Property’s historic or archaeological resources.

11.4 COMPLIANCE. Work-In-Progress undertaken by or for the Resident Curator at the Leased Property, and any future changes thereto, shall be in material conformity with all applicable Laws, including, without limitation, the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101, et seq. and the Resident Curator’s insurance policies.

11.5 DUE DILIGENCE, PERMITS. The Resident Curator’s Work-In-Progress must comply with all applicable laws. The Resident Curator must obtain and pay for the preparation and approval of required engineering, architectural or other plans, permits, and inspections for any renovation, replacement and/or construction work undertaken by or for the Resident Curator on the Leased Property. Any architect or engineer undertaking any of the Work-In-Progress must carry professional liability insurance naming the Resident Curator, Lessor, and the Property Owner as additional insureds, and the Resident Curator must provide proof of such insurance to Lessor and the Property Owner.

11.6 CONSTRUCTION. The term **Contractor (“Contractor”)** means any person or entity, including the Resident Curator, that provides labor, materials or both for the Turner Farmhouse Curator Program Duties whether or not paid by the Resident Curator. Contractor must provide evidence of any required **license (“License”), bond (“Bond”)**

and **insurance** (“**Contractor’s Insurance**”) for Work-In-Progress performed by Contractor in accordance with all applicable local, state and federal laws and regulations and this Lease. During Work-In-Progress, Resident Curator must maintain or require its Contractor(s) to maintain worker’s compensation insurance in the amounts required by applicable law (or reasonably comparable insurance if such insurance is no longer available); builder’s risk insurance (or such reasonably comparable insurance) on an “all risk” basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed and the equipment, supplies and materials furnished and stored, unless such insurance coverage is provided under policies carried by Resident Curator; automobile liability in the minimum amounts required by law; and public liability insurance within limits in an amount reasonably satisfactory to Lessor and Property Owner.

11.7 GENERAL PROVISIONS. Contractor may not commence Work-In-Progress until all required permits, certificates, or other approvals have been issued and are in effect. Once commenced, the Work-In-Progress must be prosecuted continuously and with diligence in accordance with the Curator Schedules and Milestones. Work-In-Progress must be of high quality and performed in a workmanlike manner, free from faults and defects. Resident Curator must dispose of all waste and debris that result from the demolition of existing structures or other Work-In-Progress performed on the Leased Property, and such disposal must be performed in accordance with applicable laws and regulations.

11.8 PAYMENT FOR WORK-IN-PROGRESS. Resident Curator must pay the entire cost of all Work-In-Progress in cash or its equivalent, promptly, within the time periods specified in its Contractor contract(s) or other business contract, unless the Parties agree in writing to a different payment arrangement.

11.9 INSPECTION OF WORK-IN-PROGRESS. Lessor and Property Owner will enter upon the Leased Property from time to time upon reasonable notice to Resident Curator and without material interruption to the Work-In-Progress, for the purpose of reviewing the Work-In-Progress being performed by or on behalf of Resident Curator, and such entry shall not be construed to be a violation of Resident Curator’s right to the Leased Property.

11.10 TIME FOR COMPLETION OF WORK-IN-PROGRESS. Notwithstanding any provision of this Lease, including any applicable cure period for a default or Force Majeure, the Work-In-Progress must be completed in accordance with the Curator Schedules and Milestones.

11.11 APPROVED INSTALLED IMPROVEMENTS. The Work-In-Progress will be considered an Approved Installed Improvement for the purposes of this Lease only when Resident Curator can demonstrate completion of plumbing, electrical, mechanical, structural, site, or other elements, proper offsite removal and disposal of construction debris, proof that all governmental inspections have been completed, and proof of issuance of required permits, approvals, and the like, necessary for the lawful use and occupancy of

such portion of the Leased Property impacted by the Work-In-Progress or any portion thereof, including any temporary or permanent certificates of occupancy, copies of which shall be delivered by Resident Curator to Property Owner.

11.12 WARRANTY. All Contractors must provide a **warranty (“Warranty”)** for labor for at least one (1) year after Approved Improvement Date. Warranties for materials shall be in accordance with the manufacturer’s warranty. Resident Curator must place user manuals and warranty documents for materials, equipment, appliances, and the like in a three (3) ring binder and store the binder in a safe place with easy access should Lessor or Property Owner request a review of the documents, which request must be granted by Resident Curator. The Binder will become the property of Property Owner upon any Early Termination or Scheduled Termination of this Lease.

11.13 RECORD SET OF DRAWINGS. Resident Curator must furnish Lessor and Property Owner with a complete record set of any final plans and specifications for Approved Installed Improvements constructed by or for Resident Curator as part of the Turner Farmhouse Curator Program Duties, together with copies of all final permits and approvals issued by plumbing, gas, electrical, building, health department, or other inspectors.

11.14 MECHANICS’ LIENS. No mechanics, materialmen or similar lien shall attach and remain against Lessor or Property Owner’s interest in or to the Leased Property for any Work-In-Progress or Approved Installed Improvements performed by or for Resident Curator. If, as part of the Turner Farmhouse Curator Program Duties, any lien relating to the Work-In-Progress or Approved Installed Improvements is filed against Lessor, Property Owner or Resident Curator’s interest in the Leased Property, and such lien is not removed within sixty (60) days after the date for payment under the contract for such Turner Farmhouse Curator Program Duties, then Resident Curator must discharge the same by payment or by filing any necessary bond within fifteen (15) days after the expiration of such sixty (60) day period.

11.15 CONTROL OF WORK-IN-PROGRESS and OWNERSHIP OF APPROVED INSTALLED IMPROVEMENTS. Property Owner will continue to have title to the Leased Property and Resident Curator, subject to the terms of this Lease, will have control of the Work-In-Progress within the Leased Property. Upon the expiration or termination of this Lease, all Approved Installed Improvements will become the property of Property Owner with no compensation to Resident Curator for any Approved Installed Improvements which may have been paid for by or on behalf of Resident Curator.

12. UTILITIES and SERVICE. Resident Curator is responsible for securing accounts with local utility companies in order to activate service of all utilities as of the Commencement Date, and is responsible for payment of all utility usage commencing on the Commencement Date. Utilities and services used at the Leased Property must be consistent with this Lease. Unless otherwise noted in this Lease, Resident Curator is responsible for costs associated with extending

utilities or other services within the Leased Property for utilities or services that support the Turner Farmhouse Curator Program Duties.

13. USE OF LEASED PROPERTY. This Section sets forth the only permitted uses of the Leased Property (“Permitted Uses”). The Leased Property may not be used for any use other than the Permitted Uses without the prior written permission of Property Owner.

13.1 RESIDENT CURATOR PROGRAM. Resident Curator will use the Leased Property to perform and fulfill the Turner Farmhouse Curator Program Duties.

13.2 RETREAT CENTER. Subject to the approval of the Special Exception, Resident Curator may use the Leased Property for all uses approved with the Special Exception for the Retreat Center. Retreat Center Customers shall carry applicable insurance and shall indemnify Lessor and Property Owner during their occupancy and use of the Leased Property pursuant to a Release and Indemnification Statement approved by the County Attorney [PERHAPS ATTACH AS AN EXHIBIT].

13.3 RECREATIONAL FIELD USAGE. As part of the Retreat Center experience, Retreat Center Customers will be allowed to walk through Field # 2 as identified on Exhibit A to access the pond. Resident Curator must allow **Turner Farm Events (“TFE”)** to continue using Field # 6 as shown on Exhibit A as a warm-up ring a minimum four (4) times a year, subject to such reasonable terms and conditions as Resident Curator may establish. Parking and unloading of horses related to TFE will remain in their current location on the Park property and not on the Leased Property.

13.4 PLANTED BUFFERS. As part of the Turner Farmhouse Curator Duties, Resident Curator will (i) plant an evergreen shrub buffer, fifteen feet (15’) wide, along Georgetown Pike, and (ii) plant screening between Field # 6 and the dirt road that leads to the main equestrian ring of the Park. All plantings are subject to the approval of the Property Owner and will remain the property of the Property Owner upon expiration or termination of this Lease.

13.5 USE OF THE TURNER FARM HOUSE AND THE LEASED PROPERTY FOR RESIDENTIAL PURPOSES. As set forth in this Lease, Resident Curator may enter into a written sublease agreement with Ms. Kirk, subject to written approval by Lessor and Property Owner in accordance with this Lease, which sublease will permit the Residents to reside in the Turner Farm House and to occupy the Leased Property subject to the terms and conditions of such sublease and in conformance with this Lease. In accordance with such an approved sublease agreement, the Residents may occupy and use the Turner Farm House as a residence and the remainder of the Leased Property for all lawfully permitted uses that are consistent with residential and agricultural use and that conform with the terms of this Lease.

14. SIGNS and MARKETING. Lessor and Property Owner will have the right to install one or more **Signs or Kiosks (“Signs”)** on the Leased Property on the exterior and in the interior of

the buildings provided that such Signs do not unreasonably interfere with Resident Curator's use of the Leased Property. Resident Curator will have the right to install interior and exterior signs on the Leased Property, including, without limitation, a sign for the Retreat Center, that comply with applicable provisions of the Zoning Ordinance with the approval of the Property Owner, such approval not to be unreasonably withheld, conditioned or delayed.

14.1 Property Owner shall have the right to install a plaque or other designating signage on the Leased Property in order to indicate the name of Turner Farm House and its inclusion in the Resident Curator Program. No signage, whether exterior or interior, that is visible from the exterior shall include any commercial advertising beyond the identification of Resident Curator and the Leased Property. Resident Curator agrees that Lessor's or Property Owner's name and logo shall be included in major signage such as entrance signage.

14.2 The location and method of installation will be determined in consultation with Resident Curator. If Resident Curator proposes any directional signs for the Leased Property located outside the Leased Property, Property Owner retains the right to review and approve any such signs in its absolute discretion. Resident Curator must comply with all applicable laws that impact the location, size, and installation of signs.

15. PARK USE and CONTACTS. Resident Curator acknowledges that the Leased Property is located in a public park and, therefore, (a) is subject to inconveniences due to the public nature of the grounds surrounding the Leased Property, and (b) is subject to **Fairfax County Park Authority Regulations ("Park Authority Regulations")** attached hereto as **Exhibit H** and incorporated into this Lease. Resident Curator shall provide a two (2) week advanced written notification (email notification is acceptable) to the Property Owner Contact and the Park Contact for any activities that could potentially impact or interfere with Park operations or management. Resident Curator shall adjust Work-In-Progress or other activities that could potentially impact or interfere with Park operations or management if required by Property Owner.

15.1 RESIDENT CURATOR CONTACT: Sarah C. Kirk, President, Turner Farmhouse Foundation, skirkbtr@gmail.com , (703) 403-3072

15.2 PROPERTY OWNER CONTACT: David Buchta, Heritage Conservation Branch Manager, Resource Management Division, david.buchta@fairfaxcounty.gov, (703) 324-8586

15.3 PARK CONTACT: Wayne Brissey, Area 6 Manager, Park Operations Division, wayne.brissey@fairfaxcounty.gov , (703) 759-4851

15.4 LESSOR CONTACT: Mike Lambert, Assistant Director, Facilities Management, michael.lambert@fairfaxcounty.gov, (703) 324-2825

The contacts listed in this Section may be changed by any Party through the Notice process set forth in this Lease.

16. PUBLIC ACCESS. Resident Curator shall allow reasonable access, including programmatic access, to the Leased Property to the public consistent with the historic property's nature and use as agreed upon by the Parties in writing (email confirmation is acceptable) pursuant to the Resident Curator Program, provided such access is consistent with Resident Curator's and the Residents' reasonable expectations of privacy and control of the Turner Farmhouse Residence and does not impact or interfere with Resident Curator's or the Residents' Permitted Uses of the Leased Property. Resident Curator will offer at least one of the following annually: open house opportunity for the farmhouse, lectures or workshops on Pasture Management and Manure Management and tours of the pony farm. A failure to allow the public access required in this section for two consecutive years will be considered an Event of Default.

17. MEETINGS. The Parties shall meet quarterly, or more frequently at the request of any Party, at a location determined by Property Owner, starting on the Commencement Date of this Lease. Meetings shall be set up with Contacts identified in Section 15 of this Lease.

18. ANNUAL REPORT. Within ninety (90) days after the end of the first year of the Term, and after the end of every year of the term thereafter, Resident Curator shall submit to the Property Owner a written **Annual Report** ("**Annual Report**") that summarizes the progress and status of the Resident Curator Program at the Leased Property for the then-ended term year. The Annual Report shall demonstrate to Lessor's and Property Owner's reasonable satisfaction that Resident Curator is rehabilitating and maintaining the Leased Property in compliance with the Resident Curator Program and this Lease. The Annual Report shall also note the nature and dates for any public and community activities at the Leased Property, and the number of visitors participating in each event. Each Annual Report must contain a financial statement accounting for all Approved Installed Improvements completed to date as well as the value of any Work-In-Progress. Resident Curator will certify each Annual Report under the penalty of perjury, as being accurate, true, and complete, to the best of Resident Curator's knowledge, belief, and ability to ascertain. Resident Curator's failure to file the Annual Report within the time limits prescribed hereunder shall be considered an Event of Default.

19. AUDIT. All reports, financial statements, analyses and other documentation provided by Resident Curator shall be subject to verification and audit by Lessor, Property Owner, agents or assigns. Resident Curator must provide additional documents upon request if required as part of an audit.

20. CONTRACT INSURANCE PROVISIONS

20.1 The Resident Curator shall be responsible for the Leased Property, and the Work-In-Progress and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Resident Curator assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work-In-Progress, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation permitted under the Lease or that occurs at the Leased Property.

20.2 The Resident Curator shall provide the following:

20.2.1 During the continuance of all Work-In-Progress, maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Resident Curator from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia. If the Resident Curator is exempt from this requirement based on Virginia law it should send confirmation of this waiver.

20.2.2 The Resident Curator agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Resident Curator, its subtenants, and the interests of Fairfax County, Lessor, and Property Owner, and each of their respective officers and employees, against any and all claims for injuries to third parties, including bodily injury and personal injury, wherever located, occurring on the Leased Property or resulting from any action or operation under the Lease or in connection with the Work in Progress.

20.2.3 The Resident Curator agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Resident Curator. In addition, all mobile equipment used by the Resident Curator in connection with the Work in Progress will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

20.2.4 Directors & Officers Insurance in the amount of \$1,000,000 per occurrence/aggregate.

20.2.5 Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

20.2.6 The Resident Curator agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

20.2.7 European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Resident Curator's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A: VI or better.

20.2.8 Hold-harmless and Indemnification: The Resident Curator hereby agrees to indemnify, defend and hold harmless Fairfax County, Lessor and Property Owner, and each of their respective officers, agents and all employees and volunteers, from any and all claims for any combination of bodily injury, personal injury or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits arising from any condition on the Leased Property or which result from errors, omissions, or negligent acts of any combination of the Resident Curator, its subtenants, its contractors or any of their agents and employees.

20.2.9 The Resident Curator will provide an original, signed Certificate of Insurance citing the Leased Property and such endorsements as prescribed herein.

20.2.10 The Resident Curator will secure and maintain all insurance certificates of its subtenants and contractors, which must be made available to the Property Owner on demand.

20.2.11 The Resident Curator will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the Property Owner. These certified copies will be sent to the Property Owner from the Resident Curator's insurance agent or representative.

20.3 No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Property Owner. The Resident Curator shall furnish a new certificate prior to any change or cancellation date. The failure of the Resident Curator to deliver a new and valid certificate will be considered an Event of Default.

20.4 Compliance by the Resident Curator and all subtenants and contractors with the foregoing requirements as to carrying insurance shall not relieve the Resident Curator and all subtenants and contractors of their liability provisions of the Lease.

20.5 Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Property Owner from supervising and/or inspecting the Work in Progress as to the end result. Resident Curator shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of its contractors.

20.6 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subtenant or contractor and Property Owner. The Resident Curator will be as fully responsible to Property Owner for the acts and omissions of the subtenants, contractors and of persons employed by them as it is for acts and omissions of person directly employed by it.

20.7 Precaution shall be exercised at all times for the protection of persons (including employees) and property.

20.8 The Resident Curator and all subtenants and contractors must comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to the Work in Progress and this Lease.

20.9 Lessor, Property Owner, and their respective officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the Lessor/Property Owner may possess."

21. NO HAZARDOUS CONDITIONS. Resident Curator must not permit any hazardous materials, explosives, combustible, corrosive or erosive materials, as defined by the Fire Marshal, on the Leased Property or perform any action, or fail to perform any action, which would increase the cost of fire or other hazard insurance on the Leased Property.

22. PARTICIPATION IN ILLEGAL ACTIVITIES. If the Lessor or Property Owner determines that the Resident Curator has participated in or in any manner permitted any criminal activities on the Leased Property, Lessor or Property Owner reserves the right immediately to declare an Event of Default and Lessor shall thereafter have the immediate right to terminate this Lease.

23. EXPIRATION OR TERMINATION OF LEASE. Upon the expiration or other termination of this Lease, the Resident Curator shall quit and surrender to Property Owner the Leased Property with all Approved Installed Improvements, broom-cleaned and in such order and condition as Resident Curator is required to maintain the same hereunder and all Residents and animals must vacate the Leased Property. Resident Curator and Residents must remove all movable personal property therefrom to the extent that such personal property does not constitute a fixture to the Leased Property, failing which, such moveable personal property will be deemed to have been abandoned.

24. DEFAULT AND LESSOR'S RIGHT TO REPOSSESS.

24.1 An **Event of Default** ("Event of Default") will exist if any of the following situations occur:

24.1.1 Failure to Complete Work. If Resident Curator does not achieve benchmarks in accordance with the Curator Schedules and Milestones and has not commenced the required Work-In-Progress within thirty (30) days' notice of a failure to achieve a benchmark and/or does not diligently pursue such Work-In-Progress to completion.

24.1.2 Bankruptcy. If the Resident Curator files any petition or answer seeking any reorganization, arrangement, liquidation, dissolution, or similar relief for Resident Curator under the United States Bankruptcy Code, as then in effect, or any other present or future federal, state, or other statute, law, or regulation, or if Resident Curator seeks, consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of Resident Curator or of all or any substantial part of

Resident Curator's properties, or makes any general assignment for the benefit of creditors.

24.1.3 Change of Resident Curator Status. If TFF's purpose is no longer consistent with the Resident Curator Program, or if TFF's compliance is no longer consistent with the terms of this Lease.

24.1.4 Failure to Perform Lease Requirements. In addition to the Events of Default defined above, and except as provided herein, if any Party fails to perform or observe any covenants, terms or conditions in this Lease after thirty (30) days written notice thereof from the non-defaulting party, then such a failure to perform or observe shall also be considered an Event of Default; provided that if compliance requires more than 30 days to perform, such additional time for performance shall be allowed as long as the defaulting party diligently pursue the performance to completion.

At the expiration of the tenancy hereby created pursuant to an Event of Default, Resident Curator shall surrender the Leased Property, Residents will vacate the Turner Farm House, and Residents will remove all equines from the Leased Property within thirty (30) days of such expiration of the tenancy.

24.2 Remedy of Default. In addition to its remedies under this Lease, a non-defaulting party shall have all available rights and remedies at law and in equity. The failure of one party to the action in case of a breach of the Lease, or the failure of a party to enforce its rights hereunder shall not be deemed a waiver of any breach of this Lease. In the absence of written notice or consent, any such breach shall be a continuing one. This section however shall not be construed as a waiver of any defenses that one party may assert against the other under the Lease. The non-defaulting party has the right to terminate this Lease in the Event of Default by providing written notice to the defaulting party that the Lease will be terminated ("Notice of Termination"). The Notice of Termination must set forth the date on which the Lease will terminate ("Default Termination Date"), which date must be at least 30 calendar days after the date the Notice of Termination is served on the defaulting party. If Lessor serves Resident Curator with a Notice of Termination, then after the Default Termination Date and notwithstanding any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Lessor lawfully may, in addition to any and all rights and remedies otherwise available to Lessor at law, enter into and upon the Leased Property and repossess the same and expel Resident Curator and those claiming through or under Resident Curator or otherwise in occupancy and remove their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any rights or remedies to which Lessor might otherwise be entitled, for arrears of rent or preceding breach of covenant.

Resident Curator covenants and agrees any entry or re-entry by Lessor whether by summary proceedings, termination or otherwise, that Resident Curator is, and will remain, liable for any obligations of the Resident Curator under the Lease. If Resident Curator has not achieved completion of Curator Program Duties at the date of re-entry by Lessor or termination of the Lease,

then Lessor and Property Owner each have the right to finish the Work-In-Progress at the Resident Curator's expense. Lessor and Property Owner will have no obligation to mitigate damages upon the occurrence of an Event of Default. Resident Curator acknowledges that the Leased Property belongs to the Property Owner.

25. NOTICES. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, and/or whenever either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to the Leased Property, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows:

25.1 If to Lessor:

Director, Facilities Management Department
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035

25.2 If to Property Owner:

Director, Fairfax County Park Authority
12055 Government Center Parkway, Suite 927
Fairfax, Virginia 22035

25.3 If to Resident Curator:

Sara Kirk, President, Turner Farmhouse Foundation
Prior to Occupancy: 731-E Walker Road, Great Falls, VA 22066
After Occupancy: 10609 Georgetown Pike, Great Falls, VA 22066

25.4 Every such notice, demand, request or other communication hereunder shall be deemed to have been given or served for all purposes hereunder on the date on which it is received or referred by the party to whom it was sent.

25.5 Wherever in this Lease notice or requests to Lessor and a response is required within a specified period of time, the envelope containing the notice or request shall bear on the outside thereof and the first page of such notice at the top of such page, the following legend, printed in bold-face type in a font of at least fourteen (14) points in size:

NOTICE

THIS NOTICE REQUIRES REPLY WITHIN [] DAYS

with the blank in such legend filled in with the number of days for notice or request referred to in the applicable Section of this Lease, as appropriate.

26. DAMAGE BY CASUALTY. Resident Curator must give prompt notice to Lessor of any damage or loss by fire or other casualty to the Leased Property. If the Leased Property shall be partially or completely damaged by fire or other cause and the damage renders the Leased Property or the approaches thereto unfit for use and occupancy, or if repairs to fix the damage are not financially feasible, each of which as determined by Lessor or Resident Curator in their sole respective discretions, Lessor or Resident Curator shall have the right to terminate this lease. Lessor and Property Owner are not responsible for Resident Curator's personal goods lost or damaged during any fire or fire suppression activity, and Lessor and Property Owner shall have no obligation to replace such items or compensate Resident Curator in any way for such loss or damage. Resident Curator may obtain insurance for any real or personal property not owned by Lessor and Property Owner but is under no obligation to obtain such coverage.

27. INTENTIONALLY OMITTED

28. WAIVERS. No waiver or oversight of any breach of covenant, condition, or agreement herein contained, or compromise of settlement relating to such a breach, shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof. Each property insurance policy obtained in connection with this Lease shall include a waiver by the insurer of all rights of subrogation against whichever party, if any, is not an insured under such policy. Resident Curator acknowledges that the Lessor and the Property Owner are not required to procure or maintain insurance of any kind on or with respect to the Leased Property under this Lease

29. ASSIGNMENT AND SUBLEASE. Except as provided in this section, Resident Curator may not assign, transfer, convey, encumber, sublease, or dispose of its right or interest in the whole or any part of the Leased Property, all and each of which shall be considered an impermissible transfer of Resident Curator's interest in the Leased Property.

Notwithstanding the above, Resident Curator may enter into property management agreements with the employees of Resident Curator to permit them to exercise substantial management responsibilities for the operations authorized by this Lease.

Resident Curator also may enter into a written Sublease agreement with Ms. Kirk or a successor President of Resident Curator that would allow such sublessees occupy and use the Leased Property for the Permitted Uses. Resident Curator's sublease agreement with Ms. Kirk must be approved in writing by Property Owner and must address the following issues: Ms. Kirk intends to keep up to four (4) equines on the Leased Property pursuant to the sublease she will enter into with Resident Curator. Such sublease must address her individual use of the Leased Property, including any proposed improvements to the Leased Property she intends to make to support the equines on the Leased Property, which may include (a) a dry lot, (b) two (2) barns, (c) equestrian fencing, (d) feed and tack room, (e) composter, (f) three (3) watering troughs, and (g) an underground polyvinyl chloride water pipe system that connects to the public water system or another acceptable water source (**collectively the "Pony Farm Improvements"**). The costs for the care of such equines and the costs for the installation and maintenance of the Pony Farm

Improvements will be the responsibility of Ms. Kirk. The Pony Farm Improvements are subject to written approval by the Property Owner. The equines and the Pony Farm Improvements will be considered an integral part of the Resident Curator Program's historic, pastoral, agrarian setting. The equines may not be rented to the general public for use on the Leased Property or be used by members of private clubs on the Leased Property without the approval of the Property Owner, which approval shall not be unreasonably withheld, conditioned or denied. Ms. Kirk's use of the Leased Property for equines must comply with all applicable laws and regulations.

Resident Curator may only enter into a sublease agreement with any other person other than Ms. Kirk if it obtains written consent from both Lessor and Property Owner, which each may withhold consent in their absolute discretion.

30. INTERPRETATION. All nouns used herein shall be interpreted and construed to include the singular, plural, masculine, feminine, or neuter forms in any place or places in which the context may require to indicate such interpretation and construction.

31. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between Lessor and Resident Curator with respect to the Leased Property. This Lease shall not be changed or modified in any manner except by an instrument in writing executed by the Parties hereto.

32. KEYS AND SECURITY. Property Owner shall furnish Resident Curator with two (2) sets of keys to the Turner Farm House. Property Owner shall have the right to retain sets of keys as Property Owner deems appropriate for maintenance and emergency purposes as provided herein.

33. ANIMALS. Typical pets and farm animals are permitted under this Lease and the Sublease, including, without limitation, service animals as defined in the Americans with Disabilities Act, 42 U.S.C. § 12101, *et. seq*; provided such pets and farm animals are permitted by and remain in compliance with all applicable laws and do not interfere with Park use and the public access to the Leased Property permitted under this Lease. Resident Curator must provide written notice to Property Owner regarding any animals that will be allowed inside the Turner Farm House.

34. SMOKING. Smoking is prohibited inside the Turner Farm House and the Retreat Center.

35. SAFETY, SECURITY. Resident Curator is responsible for ensuring adequate law enforcement at the Leased Property when breach of the peace can be reasonably anticipated, or when required by the Park Authority Regulations. When applicable, Resident Curator shall develop and maintain safety and security plans for its own activities subject to Lessor's and Property Owner's prior written approval.

36. NONDISCRIMINATION. Resident Curator agrees that Resident Curator will not, because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation, discriminate against any qualified employee, applicant for employment, contractor, subcontractor, or person or firm seeking to provide goods or services to Resident Curator, or deny any person access to the Leased Property or to any activities or programs carried

out upon the Leased Property. Resident Curator must comply with all applicable laws prohibiting discrimination in employment or public accommodation.

37. REAL ESTATE TAXES. “**Real Estate Taxes**” means real estate taxes levied, assessed, or imposed against the Leased Property or the leasehold interest created pursuant to this Lease. Resident Curator acknowledges the leasehold created pursuant to this Lease will be assessed for Real Estate Taxes and that Resident Curator will pay timely all Real Estate Taxes imposed during the term of this Lease; provided, Resident Curator reserves the right (i) to apply for and participate in any County program that provides reductions in real estate taxes, and (ii) to appeal any real estate assessment of the leasehold interest as permitted by and in accordance with applicable law.

38. LIABILITY. No official, employee or consultant of Lessor or Property Owner will be personally liable to Resident Curator or to any successor in interest or person claiming through or under Resident Curator in the Event of Default or breach of this Lease by Resident Curator or for any amount which may become due or on any claim, cause or obligation whatsoever under the terms of this Lease.

39. ESTOPPEL. Lessor and Resident Curator agree, at any time and from time to time, upon not less than fifteen (15) days prior written request by the other, to execute, acknowledge and deliver to the other either a statement in writing certifying that this Lease is unmodified and in full force and effect or if there have been modifications, that the Lease is in full force and effect as modified, and stating the modifications, and that either under the Lease there is no default and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default, or that a default exists under this Lease and specifying the nature and status thereof, and the dates to which the rent and other charges have been paid in advance.

40. AMENDMENTS. This Lease may be modified or altered only by agreement in writing by **Amendment** (“**Amendment**”) between Lessor and Resident Curator after review and consent by the Property Owner.

41. GOVERNING LAW. Lessor and Resident Curator agree to be bound by the Laws of the Commonwealth of Virginia in any proceeding, whether in law or in equity, with respect to any dispute arising under this Lease. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this Lease shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

42. FORCE MAJEURE. In any case where Resident Curator is required to do any act other than the payment of money, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, strikes, unavailability of materials or equipment, unusually severe weather or other causes beyond the reasonable control of Resident Curator, herein referred to as **Force Majeure** (“**Force Majeure**”), Force Majeure shall not be counted in determining the time when the performance of such act must be completed. The period of time for completion shall be extended by the same number of days as lost due to the Force Majeure event. If Resident Curator claims any delay was caused by Force Majeure, it must provide written notification to Property Owner within seven (7) days of the first day of delay caused by Force Majeure. This written notification (“**Force Majeure Notification**”) must set forth the basis for the claim of Force

Majeure, the delay that was caused and the length of the delay. If the delay continues for a period of time longer than seven (7) days, then Resident Curator must provide a Force Majeure Notification to Property Owner every seven (7) days until the delay no longer exists.

43. LESSOR'S FINANCIAL OBLIGATIONS. To the extent there are any financial obligations of the Lessor under this Lease, such financial obligations are subject to appropriations by the BOS to satisfy payment of such obligations.

44. AGREEMENT AND COVENANT. Every term, condition, agreement or provision contained in this Lease that imposes any obligation on Resident Curator or Lessor shall be deemed to be also a covenant by Resident Curator or Lessor.

45. NO PARTNERSHIP. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and Resident Curator, or to create any other relationship between the parties hereto other than that of Lessor and Resident Curator.

46. RECITALS. Recitals R-1 through R-11, above, are incorporated into this Lease and are binding on Lessor and Resident Curator.

[SIGNATURES ON FOLLOWING PAGES]

Witness the following signatures and seals:

LESSOR:

**BOARD OF SUPERVISORS OF
FAIRFAX COUNTY**

By: _____
Joseph M. Mondoro
Chief Financial Officer
Fairfax County

Commonwealth of Virginia :
County of Fairfax :

The foregoing Lease was acknowledged before me this ___ day of _____,
201___ by XXXXXXXXXXXX, in his capacity as the Deputy County Executive of the Board of
Supervisors of Fairfax County, the Lessor hereunder.

_____ My Commission expires: _____
Notary Public

Registration Number: _____

Witness the following signatures and seals:

RESIDENT CURATOR:

TURNER FARMHOUSE FOUNDATION

By: _____

Sarah C. Kirk, President
Turner Farmhouse Foundation
Resident Curator

Commonwealth of Virginia :
County of Fairfax :

The foregoing Lease was acknowledged before me this ____ day of _____
201__ by Sarah C. Kirk, in her capacity as President of Turner Farmhouse Foundation, the
Resident Curator.

_____ My Commission expires: _____
Notary Public

Registration Number: _____