

## LEASE AGREEMENT

THIS LEASE ("Lease") made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between the FAIRFAX COUNTY PARK AUTHORITY, a body corporate and politic, as the landlord hereunder ("Landlord") and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, as the tenant hereunder ("Tenant").

### 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.

**R-2** Chapter 125, The Resident Curator Program Ordinance, to *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 historic properties to individuals or businesses for the purposes of maintaining and improving leased properties in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 CFR Part 68 (2013), as amended.

**R-3** Tenant desires to enter into a lease with **Turner Farmhouse Foundation** who will be the **Resident Curator ("Resident Curator")** in accordance with the approved **Turner Farmhouse Curator Program** and consistent with the **Resident Curator Lease ("Resident Curator Lease")** attached hereto as **Exhibit B**.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

- GRANT OF LEASED PROPERTY.** Landlord does hereby lease unto Tenant and Tenant does hereby lease from Landlord the Leased Property, which Leased Property includes nonexclusive access to the Leased Property through the Park as shall be designated by Landlord. Tenant agrees that there are no requirements imposed upon Landlord to perform improvements to the Leased Property.
- TERM OF OCCUPANCY.** The term of occupancy under this Lease (the "Term") shall be for a period of **twenty years (20)** to begin at 12:00 noon on the **1<sup>st</sup> day of November, 2018**, ("Commencement Date") and, unless otherwise agreed by the parties hereto and, subject to early termination which will occur if the Resident Curator Lease terminates early, will expire on the **31<sup>st</sup> day of October, 2038**, ("Scheduled Termination Date"). At the expiration of the tenancy hereby created, or upon any re-entry by Landlord into the Leased Property pursuant to any provision herein, Tenant shall surrender the Leased Property.
- RENT.** Not Applicable

4. **USE OF LEASED PROPERTY.** Tenant has leased the Leased Property for the purpose of entering into a sub-lease agreement with the Resident Curator in furtherance of the Tenant's Resident Curator Program. Landlord has negotiated and approved the terms of the sub-lease agreement, defined as the Resident Curator Lease above, and will be responsible for monitoring the Resident Curator's performance under the Resident Curator Lease and for ensuring the Resident Curator complies with the terms of the Resident Curator Lease.

5. **MEETINGS WITH REPRESENTATIVES.** Landlord, Tenant and Resident Curator shall meet quarterly starting on the date of this Lease. Tenant shall include a provision in the Resident Curator Lease requiring the Resident Curator to attend the quarterly meetings. The Landlord's representative is David Buchta, Heritage Conservation Branch Manager (or his designee or successor), (703) 324-8586. The Tenant's representative is Mike Lambert, Assistant Director, Facilities Management Department (or his designee or successor). The Resident Curator is Sarah Kirk, President of the Turner Farmhouse Foundation, who shall be contacted at 731-E Walker Road, Great Falls, VA 22066 until such time that she provides an alternate address in writing to the Landlord or she becomes a resident of the Turner Farm House.

6. **UTILITIES AND SERVICE CONNECTIONS.** Landlord and Tenant shall have no obligation to provide to the Leased Property, or to arrange for the availability at the Leased Property of, any utilities or services and they make no representations or warranties relating thereto or to the condition of the Leased Property. Tenant shall include a provision in the Resident Curator Lease that requires the Resident Curator to arrange for any utilities or services that it requires during the term of the Resident Curator Lease.

7. **REPAIRS AND MAINTENANCE.** Landlord and Tenant shall have no obligation to maintain or repair any portion of the Leased Property. Tenant shall include a provision in the Resident Curator Lease that requires the Resident Curator to perform any repairs or maintenance that is necessary to the Leased Property during the term of the Resident Curator Lease.

8. **END OF TERM.** Upon the expiration or other termination of this Lease or the Resident Curator Lease, the Tenant shall quit and surrender to Landlord the Leased Property.

9. **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:

(a) If to Tenant:

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

(b) If to Landlord:

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

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.

**10. TENANT'S FINANCIAL OBLIGATIONS.** To the extent there are any financial obligations of the Tenant under this Lease, such financial obligations are subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations.

**11. PARK USE.** Tenant acknowledges that Leased Property is located in a public park and, therefore, is subject to inconveniences due to the public nature of the grounds surrounding the Leased Property.

**12. 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.

**13. ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Landlord and Tenant 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.

**14. SMOKING.** Smoking is prohibited at all of Landlord's properties.

[SIGNATURES ON FOLLOWING PAGES]

Witness the following signatures and seals:

**LANDLORD:**

**FAIRFAX COUNTY PARK AUTHORITY**

By: \_\_\_\_\_

Kirk Kincannon  
Executive Director  
Fairfax County Park Authority

Commonwealth of Virginia :  
County of Fairfax :

The foregoing Lease was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
by Kirk Kincannon, in his capacity as the Executive Director of the Fairfax County Park Authority,  
the Landlord hereunder.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Witness the following signatures and seals:

**TENANT:**

**BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY**

By: \_\_\_\_\_

Fairfax County

Commonwealth of Virginia :  
County of Fairfax :

The foregoing Lease was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2018  
by Dave Molchany, in his capacity as the Deputy County Executive of the Board of Supervisors, the  
Tenant hereunder.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_