

FCPA-BOS LEASE

for Resident Curator Ellmore Farmhouse

THIS DEED OF LEASE (“Lease”) made this _____ day of _____, 2021 (the “Lease Effective Date”) by and between the FAIRFAX COUNTY PARK AUTHORITY, a body corporate and politic, as the landlord and lessor, hereunder (“Landlord”), and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, as the tenant and lessee, hereunder (“Tenant”).

RECITALS

R-1 Landlord is the Property Owner (“Property Owner”) of certain real estate that is identified in the Fairfax County Tax Administration records as Tax Map #25-1 ((1)) 30 (“Parcel”), which is approximately 4.5994 acres in size and considered part of FRYING PAN FARM PARK (“Park”) in the Hunter Mill Magisterial District.

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 Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, approximately 8,760 square feet of the Parcel that includes the ELLMORE FARMHOUSE (“Ellmore Farmhouse”), 2739 West Ox Road, Herndon, VA 20171, in addition to five (5) parking spaces which together measure approximately 760 square feet, house area and parking area are herein collectively referred to as the (“Leased Property”), as shown on attached **Exhibit A**, so Leased Property can participate in a Resident Curator Program.

R-4 Tenant desires to enter into a sub-lease with **ServiceSource, Inc.** who will be the Resident Curator (“Resident Curator”) in accordance with the approved **Ellmore Farmhouse Resident**

Curator Program and consistent with the Resident Curator Lease (“**Resident Curator Lease**”) attached hereto as **Exhibit B**.

R-5 Landlord and Tenant will comply with prevailing federal, state, and/or local guidelines for COVID-19.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. 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.

2. TERM OF OCCUPANCY. The term of occupancy under this Lease ("**Term**") shall be for a period of **twenty-nine (29) years** to begin at 12:00 noon on the (“**Commencement Date**”) pursuant to Section 2.1 of the Resident Curator Lease 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 last day of the **three hundred forty eighth (348th) month** following the Commencement Date ("**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.

3. 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 the Commencement Date. 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 ServiceSource, Inc. who shall be contacted at 10467 White Granite Drive, Oakton, VA 22124 , (703) 461-1197 until such time that it provides an alternate address in writing to the Landlord or it occupies the Ellmore Farmhouse.

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. Tenant is authorized to recover any amounts Landlord is required to pay to utilities based on Resident Curator's failure to pay and Tenant will reimburse Landlord for any amounts recovered.

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 Curators 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 Scheduled Termination Date 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: _____
Sara K. Baldwin, Acting Executive Director
Fairfax County Park Authority

Commonwealth of Virginia :

County of Fairfax :

The foregoing Lease was acknowledged before me this ____ day of _____, 2021 by Sara K. Baldwin, in her capacity as Acting Executive Director of the Fairfax County Park Authority, the Landlord hereunder.

_____ My Commission expires: _____
Notary Public

Registration Number: _____

Witness the following signatures and seals:

TENANT:

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 _____, 2021 by Joseph M. Mondoro, in his capacity as the Chief Financial Officer of the Board of Supervisors, the Tenant hereunder.

_____ My Commission expires: _____
Notary Public

Registration Number: _____