

## **PARKING LEASE**

This parking lease agreement (the "Agreement") is made as of the Effective Date, as defined below, by and between the Board of Supervisors of Fauquier County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and \_\_\_\_\_, a Virginia limited liability company ("Tenant").

### **Recitals**

R1. The County owns the real property consisting of 0.1916 acres, more or less, (the "Property") located in Warrenton, Virginia at the intersection of John Marshall Street and West Lee Street, identified as Tax Map Number 6984-33-2576-000, and further identified on Exhibit A hereto. The Property is improved by a parking lot that contains approximately 21 parking spaces.

R2. In connection with the sale of the nearby Warren-Green Hotel building to Tenant, the County has agreed to lease to Tenant, and Tenant has agreed to lease from the County, all of the parking spaces upon the Property as set forth in this Agreement.

### **Agreement**

In consideration of the promises and the mutual covenants contained herein, the parties agree as follows.

1. **Effective Date.** The Effective Date of this Agreement is the date this Agreement, or counterparts thereof, has been signed by both parties.

2. **Grant of Lease.** The County leases to Tenant, and Tenant leases from the County, the following real property improved by parking spaces:

Exclusive parking rights all of the parking spaces (the "Leased Parking Spaces") that are located upon the Property, together with the non-exclusive right over the paved portions of the Property that are not identified for parking for ingress and egress to and from the Leased Parking Spaces.

3. **Term.** The term of this Agreement shall be for five years, commencing upon the closing of Tenant's acquisition of the Warren-Green Hotel Building (the "Commencement Date"). Tenant shall have the right, by providing written notice to the County, to renew the term of this Agreement for one additional five-year term. After the expiration of the five-year initial term, including the five-year renewal term if exercised by Tenant, unless notice in writing of intent not to renew is provided by either party at least 90 days prior to the termination of the then-current term, this Agreement shall automatically renew for up to successive renewal terms of one year each.

4. **Rent.** Tenant shall pay to the County rent in monthly installment payments of \$1,000 per month in advance of the first day of each month at such location that the County may designate in writing to Tenant. If the Commencement Date is a day other than the first day of a calendar month, the first month's rent installment and the last month's rent installment shall be prorated accordingly to the number of days during which the Tenant will occupy the Leased Parking Spaces.

If a monthly installment of rent is not received before the sixth day of the month, Tenant agrees to pay as additional rent a late fee of \$100.00 for each such month.

5. **Signage.** Tenant shall have the right to install signage identifying the Leased Parking Spaces as reserved for space by Tenant, subject to (i) the County's approval of such signage, which shall not be unreasonably withheld, and (ii) any rules, regulations, or ordinances of the Town of Warrenton. Any signage installed by Tenant shall be removed by Tenant at the expiration of the term of this Agreement. In the event that Tenant fails to remove its signage at the expiration of the term of this Agreement, the County may cause such signage to be removed and charge the cost of such removal to Tenant as additional rent.

6. **Use of Property; Insurance; Indemnity.** Tenant shall only use the Leased Parking Spaces for the parking of motor vehicles. The Leased Parking Spaces may not be used for any other use unless permission is granted by the County in writing. The parking of trailers or food trucks is expressly prohibited unless permission is granted by the County in writing. Tenant shall comply with the provisions of all recorded covenants, conditions, and restrictions and all building, zoning, fire, and other governmental laws, ordinances, regulations, or rules applicable to the Leased Parking Spaces and all reasonable requirements of the carriers of insurance covering the Leased Parking Spaces that do not materially limit Tenant's uses as stated herein. The County agrees to inform Tenant of any requirements of the County's insurance carriers. Tenant shall not do anything on the Lease Parking Spaces or bring or keep anything on the Leased Parking Spaces that causes the insurance premiums for the Property to increase, injures the Property, constitutes unreasonable damage or waste, or is a nuisance (public or private) or menace. Tenant acknowledges that the Leased Parking Spaces are in good, clean, safe, and sanitary condition upon commencement of this Agreement, and, other than set forth in this Agreement, Tenant accepts the Leased Parking Spaces in "AS-IS" condition.

Tenant shall, at all times during the term of this Agreement and at Tenant's own expense,

carry general liability insurance on the Leased Parking Spaces with limits of not less than \$1,000,000.00 for injury or death to one person, and \$2,000,000.00 in the aggregate. Such insurance policy shall name the County as a named insured. A certificate of such insurance policy shall be delivered to the County promptly after the issuance of the policy and annually thereafter. If Tenant fails to provide or maintain such insurance, the County may, after requesting from Tenant production of the Certificate of such insurance policy, (but shall not be obligated to) do so and collect the cost thereof from Tenant.

All personal property, including motor vehicles, placed on the Leased Parking Spaces by Tenant or Tenant's guests, licensees, invitees, or others, shall be at the sole risk of person placing such personal property on the Leased Parking Spaces, and the County shall not be liable for the loss, destruction, theft of, or damage to such property.

7. **Alterations; Maintenance, and Repairs.** Tenant agrees that except as expressly provided otherwise herein, no changes, alterations, or improvements shall be done without the County's written consent. However, the County shall not unreasonably object to Tenant's request to make changes at Tenant's cost regarding the configuration of the Leased Parking Spaces, such as restriping the Leased Parking Spaces to increase the number of spaces or usability of spaces for Tenant's purposes. The County may require Tenant to return the Leased Parking Spaces to their original condition when this Agreement terminates or expires. Tenant shall promptly pay all sums of money due for labor, services, materials, supplies, and equipment furnished at Tenant's request with respect to the Leased Parking Spaces.

Tenant shall keep the Leased Parking Spaces in a good, clean, safe, and sanitary condition, and shall be responsible for reimbursing the County for the costs of repairing any damage other than ordinary wear and tear caused to the Leased Parking Spaces by Tenant, its agents, invitees, contractors, or guests. Tenant shall be responsible for snow and ice removal for the Leased Parking Spaces. Tenant shall be responsible for reimbursing the County for payment of any real property taxes, if any, assessed on the Leased Parking Spaces during Tenant's occupancy.

Upon the expiration or termination of this Agreement, Tenant shall deliver the Leased Parking Spaces to the County in good and clean condition, ordinary wear and tear excepted.

8. **County May Designate Alternate Location.** The County shall have the right, during the term of this Agreement, to relocate the Leased Parking Spaces by providing written notice to Tenant of the County's intention to move the Leased Parking Spaces to an alternate location. Such

alternate location must be within one-quarter mile of the Warren Green Hotel Building and have at least an equivalent amount of parking as the Property. The written notice to be provided by the County pursuant to this paragraph must be provided no less than 90 days prior to any relocation of the Leased Parking Spaces.

9. **Assignment and Subleasing.** This Agreement shall not be assigned by Tenant, nor any portion of the Leased Parking Spaces be sublet, without the prior written consent of the County.

10. **Subordination; Attornment; Non-Disturbance Agreement.** The rights of the Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or deed of trust, or the lien resulting from any other method of financing or refinancing, now or hereafter in force or placed against the Leased Parking Spaces, and to all advances made or hereafter to be made upon the security thereof and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or deed of trust (the "Superior Instruments"). In the event of a foreclosure of any such mortgage, deed of trust, or other lien, or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, including acquisition of the County's interest in the Leased Parking Spaces by the holder of any such mortgage, deed of trust, or other lien, Tenant shall, if requested to do so, attorn to such purchaser. Such subordination and attornment shall be automatic, without the execution of any further subordination and/or attornment agreement by Tenant. If, however, a written subordination and/or attornment agreement, consistent with this provision, is required by a mortgagee or beneficiary of a deed of trust, Tenant agrees to execute, acknowledge, and deliver the same.

11. **Estoppel Certificates.** Within ten (10) days after request therefor by the County, its agents, successors, or assigns, Tenant shall deliver, in recordable form, a certificate to any proposed mortgagee or purchaser, or to the County, together with a true and correct copy of this Agreement, certifying that this Agreement is in full force and effect with or without modification, as the case may be, the amount (if any) of prepaid rent and security deposit paid by Tenant to the County, that, to the best of Tenant's knowledge, the County has performed all of its obligations due under this Agreement and that there are no defenses, counterclaims, deductions, offsets outstanding, or other excuses for Tenant's non-performance under this Agreement, and any other fact reasonably requested by the County or such proposed mortgagee or purchaser. Tenant's failure to timely deliver such an estoppel certificate shall be conclusive upon Tenant: (i) that this Agreement is in full force and effect, without modification except as may be represented by the County; (ii) that there are no

uncured defaults in the County's performance and Tenant has no right to offset, counterclaim, defenses, or deduction against Rent or the County hereunder; (iii) that no more than one period's Rent has been paid in advance; and (iv) that no Security Deposit is held by the County. If Tenant fails to execute and deliver to the County an estoppel certificate as and when required by this paragraph, it shall constitute a material default of this Agreement. The County shall be entitled to execute such certificate on Tenant's behalf, and Tenant hereby appoints the County as Tenant's attorney-in-fact for such purpose, with full power and authority to execute, acknowledge, certify, and deliver such certificate on behalf of Tenant.

12. **Tenant's Default.** If rent or any other payment due to the County is unpaid by Tenant when due, and Tenant fails to pay such rent or other payment within five (5) days after written notice of non-payment, then the County may terminate Tenant's right to possess the Leased Parking Spaces and proceed to obtain possession of the Leased Parking Spaces and recover from Tenant damages, costs, and attorney fees as may be permitted by law.

If Tenant is non-compliant with any provision of this Agreement, other than a non-payment of rent or any other payment due the County, and Tenant shall fail to comply with such provision within twenty-one (21) days after written notice from the County specifying the act(s) and/or omission(s) constituting the non-compliance, unless the non-compliance is of such nature that it cannot be remedied within such twenty-one (21) day period and so long as Tenant commences the remedy of the non-compliance within such twenty-one (21) day period and thereafter diligently pursues the completion of same, then the County may terminate Tenant's right to possess the Leased Parking Spaces and proceed to obtain possession of the Leased Parking Spaces and recover from Tenant damages, costs, injunctive relief, and attorney fees as may be permitted by law.

If Tenant commits a default which involves a criminal or willful act which is not remediable and which poses a threat to health or safety, then the County may terminate the Tenant's right to possess the Leased Parking Spaces immediately and proceed to obtain possession of the Leased Parking Spaces and recover from Tenant damages, costs, injunctive relief, and attorney fees as may be permitted by law.

In the event that the County terminates the Tenant's right to possess the Leased Parking Spaces pursuant to this section, the unpaid rent and other amounts due to the County for the remainder of the term of this Agreement shall become due and collectable from Tenant immediately.

13. **Non-Waiver.** Any and all amounts owed to the County by Tenant, including

payment of any rent, damages, money judgment, award of attorney fees, and court costs, will be automatically accepted with reservation and will not constitute a waiver of the County's right to terminate Tenant's right to possess the Leased Parking Spaces and seek eviction. The County's acceptance of rent payments or conduct not in compliance with this Agreement shall not be interpreted as a waiver of any subsequent breach or non-compliance, and this Agreement shall continue in full force and effect.

14. **Applicable Law; Venue.** This Agreement shall be governed by and construed according to the laws of the Commonwealth of Virginia. Regardless of what venue would otherwise be permissive or required, the County and Tenant agree that all actions arising under or affecting this Agreement will be brought in the Circuit Court or General District Court of Fauquier County, Virginia, and that such venue is mutually convenient and bears a reasonable relationship to this Agreement.

15. **Entire Agreement; Amendment.** This Agreement constitutes the entire lease agreement between the County and Tenant and may be amended only by a writing signed by the parties.

16. **Tenant Authority.** If Tenant is a partnership, corporation, limited liability company, trust, or any other entity, each person executing this Agreement on behalf of Tenant warrants that (i) Tenant is validly formed and existing, is qualified to do business under the laws of the Commonwealth of Virginia, and has the full right and authority to enter into this Agreement; (ii) no other parties or individuals other than those signing this Agreement on behalf of Tenant must join in the execution of this Agreement; and (iii) he or she is duly authorized by all appropriate required action of Tenant to execute this Agreement on behalf of Tenant and to bind Tenant to its terms.

Witness the following signatures and seals:

BOARD OF SUPERVISORS OF  
FAUQUIER COUNTY, VIRGINIA

Tenant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

(SEAL)

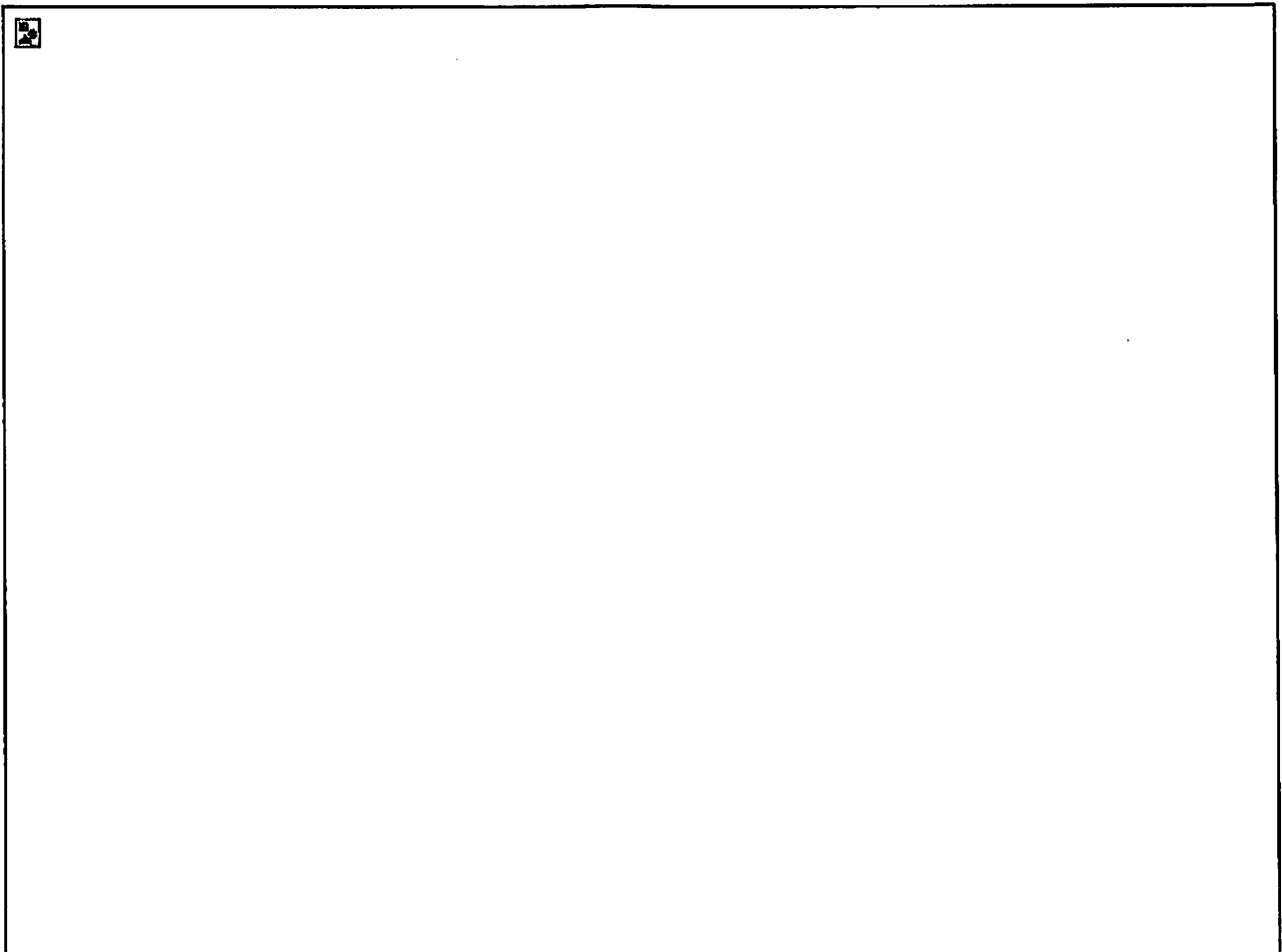
By: \_\_\_\_\_ (print name)

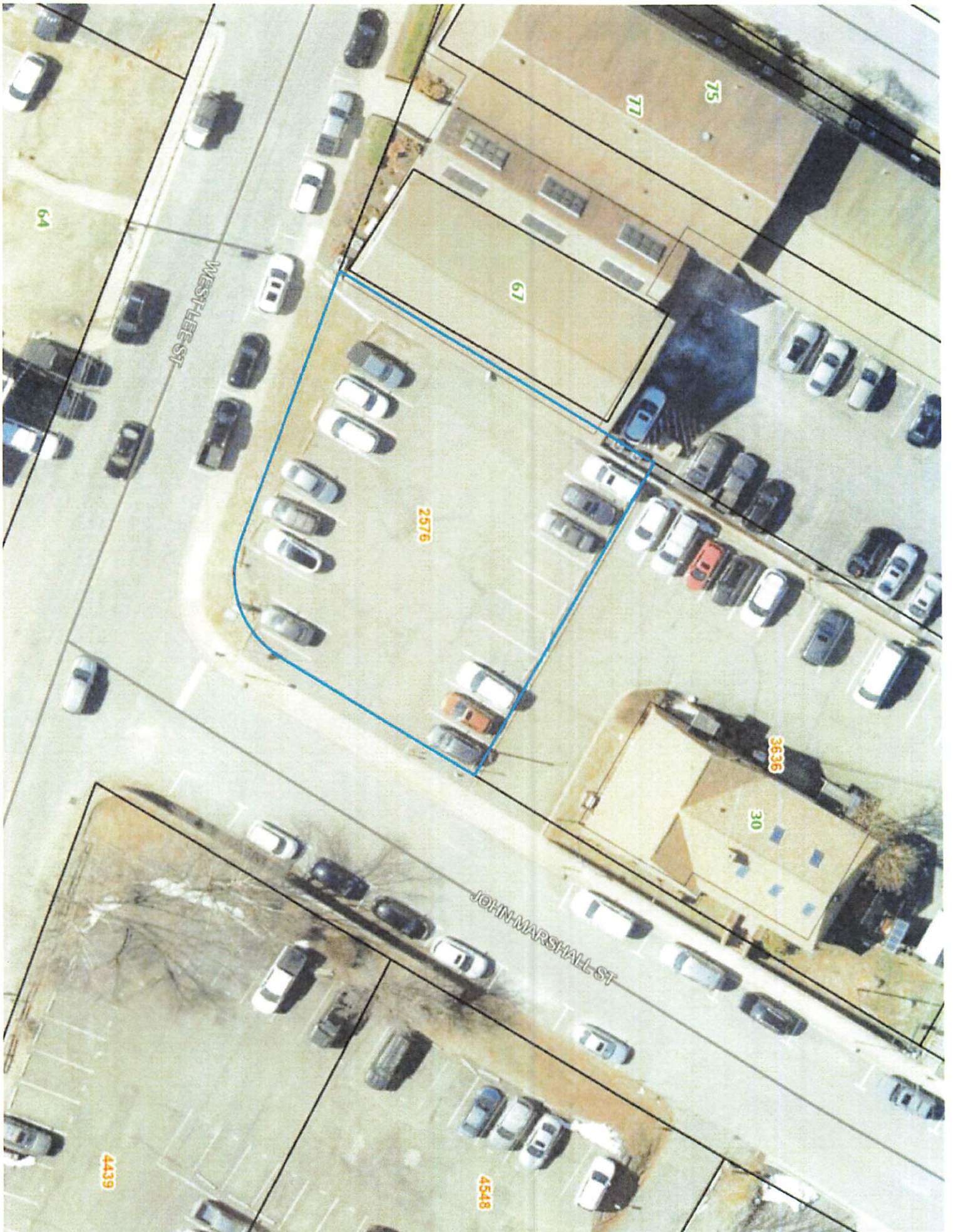
By: \_\_\_\_\_ (print name)

Title: \_\_\_\_\_ (print title)

Title: \_\_\_\_\_ (print title)

**Exhibit A**





71

75

64

WESTLEE ST

67

2576

3636

30

JOHN MARSHALL ST

4439

4548

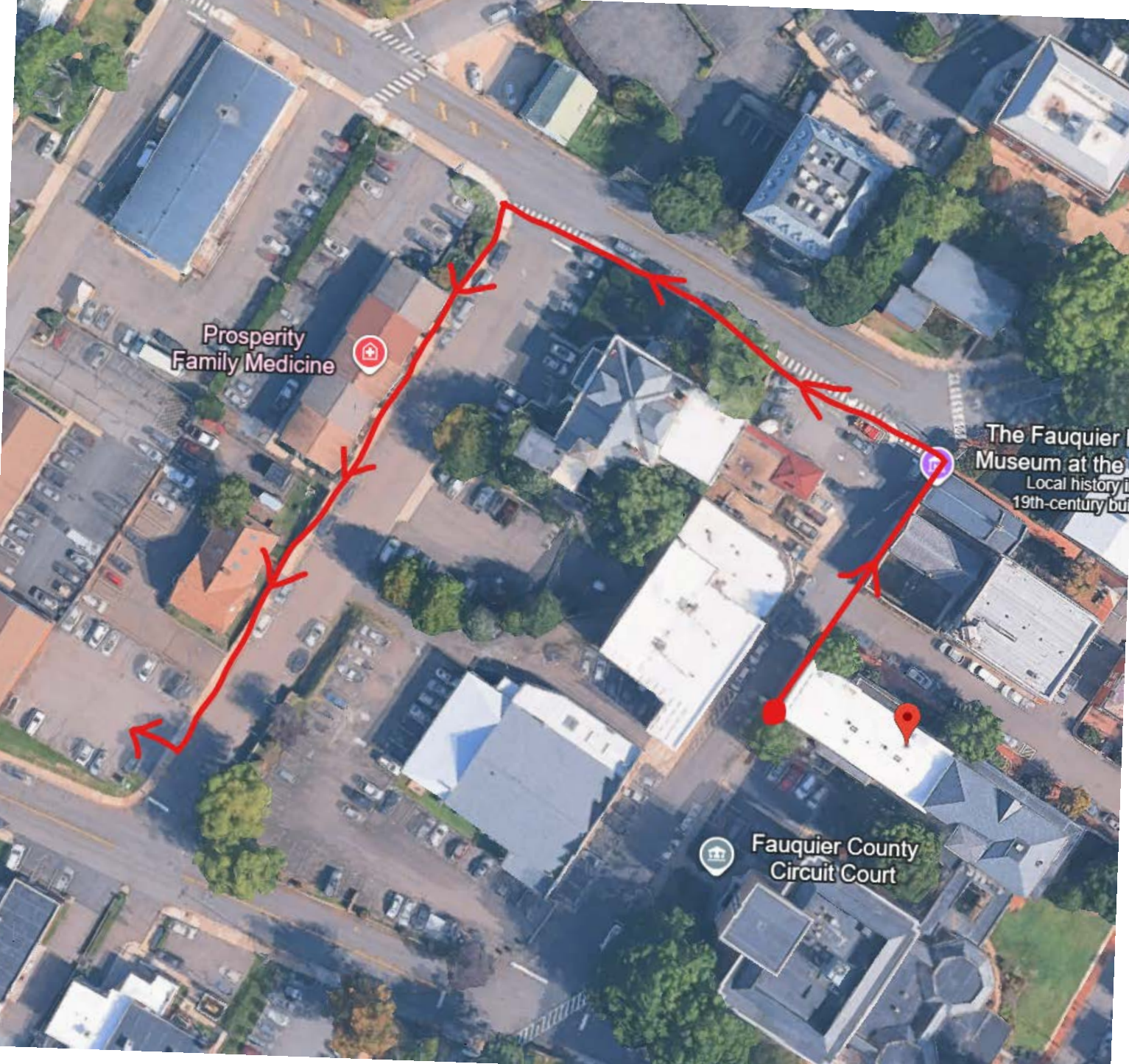
Prosperity  
Family Medicine



The Fauquier  
Museum at the  
Local history in  
19th-century building



Fauquier County  
Circuit Court



Parking lot will be re-striped to accommodate 22+ parking spaces.