

COMMERCIAL LEASE

LANDLORD:

Farm Credit Mall LLC

PO Box 420, Dinwiddie, VA 23841

TENANT:

Dinwiddie County

14010 Boydton Plank Road, Dinwiddie, Virginia

P.O. Drawer 70

Dinwiddie, Virginia 23841

IN CONSIDERATION of the mutual covenants and conditions herein contained, LANDLORD leases to TENANT and TENANT leases from LANDLORD the property described under the following terms and conditions:

1. PREMISES. The premises leased by TENANT consists of Office Space, described as "Unit Number H" of approximately 1900 square feet located at Farm Credit Mall Building, 13915 Boydton Plank Road, Dinwiddie, Virginia (such square footage being measured from exterior surfaces of outside walls and center lines of dividing walls) which said premises to include all plumbing, electrical, sewerage, heating, air conditioning and other utilities fixtures, lines, equipment, pipes, cables and posts thereof together with the common use with the other tenants of all parking, roads and walkways and other public areas.

2. TERM. The first term of this lease shall begin on September 1, 2021 and end on June 30, 2022. Thereafter, this lease shall automatically renew on an annual basis for four (4) twelve (12) month terms, unless notice is given by one party to the other at least sixty (60) days prior to the end of the then current twelve (12) month term that the party giving notice does not desire to renew this lease.

3. RENT. The base rent for the first year of this lease shall be ONE THOUSAND EIGHT HUNDRED FORTY-ONE AND NO/100 (\$1,841) DOLLARS per month, payable on the 5th day of each month. Each year, on July 1, rent shall increase by 2%, with the first such increase to take effect July 1, 2022.

4. PAYMENT OF RENT. Payments must be received by LANDLORD on or before the due date at the following address: PO Box 420, Dinwiddie, VA 23841 or other such place as designated by LANDLORD in writing. Payments sent through the mail are at TENANT's risk, and TENANT acknowledges that early mailing may be required for rent to be received on time. LANDLORD reserves the right, at any time, to require that the rent be paid in the form of cash or certified funds.

5. SECURITY. TENANT shall pay to LANDLORD the sum of ZERO (\$0) DOLLARS as last month's rent under this lease, and ZERO (\$0) DOLLARS as security deposit.

6. UTILITIES. LANDLORD will be responsible for all utilities supplied to the premises, except for internet, which shall be paid for by the TENANT (or the TENANT'S user). Beginning on and after July 1, 2022, TENANT shall be responsible for electricity expenses; provided that TENANT only shall be required to pay the electric bill if (1) such bill is provided to TENANT in a reasonable amount of time and (2) such bill shows use by in Unit Number H and only Unit Number H.

7. MAINTENANCE & REPAIR. LANDLORD shall keep the foundation, outer walls and roof of the premises and the common areas in good repair, except that LANDLORD shall not be liable for any repairs occasioned by the acts of TENANT, its agents or employees. LANDLORD shall be responsible for maintenance and repair to the inside of the premises including heating and cooling systems, electrical, plumbing, machinery, hardware, doors, windows, screens and painting.

8. ALTERATIONS & IMPROVEMENTS. TENANT shall make no alterations, decoration, additions or improvements in or to the premises without LANDLORD's prior written consent and then only by contractors or mechanics approved by LANDLORD. All such work shall be done at such times and in such manner as LANDLORD may from time to time designate. All alterations, additions or improvements upon the premises, made by either party, shall become the property of LANDLORD and shall remain upon, and be surrendered with the premises at the termination of this lease. Any mechanic's lien filed against the premises, or the building, for work claimed to have been done for TENANT, shall be discharged by TENANT within ten (10) days thereafter at TENANT's expense, by filing a bond as required by law.

9. ASSIGNMENT & SUBLETTING. TENANT shall not assign this lease, or in any manner transfer any interest in the premises or sublet the premises or any part thereof, without the written consent of LANDLORD. In the event TENANT is a corporation and control thereof changes at any time, LANDLORD may declare such event a default under the lease.

10. USE. The premises shall be used for the offices of the Cooperative Extension Services or other County office space and shall not be used for any illegal purpose or in violation of any zoning laws or property restrictions. TENANT shall not keep or display any merchandise in any common areas without the written consent of LANDLORD. TENANT shall maintain any display windows in neat and clear condition and shall not make any structural alterations to the premises without the written consent of LANDLORD. TENANT agrees at all times to conduct business in a reputable manner and not to hold any auctions, liquidations, fire or bankruptcy sales without the written consent of LANDLORD, which consent shall not unreasonably be withheld.

11. ENVIRONMENTAL LAWS. TENANT shall strictly comply with any and all local, state and federal environmental laws and regulations. In the event TENANT demonstrably violates any such laws, LANDLORD may terminate this lease. TENANT shall remain liable for the cleanup of any such violation and for any other costs, fines or penalties based upon such violation. TENANT may terminate this lease with a 30 day notice upon discovery of mold or other environmental issues not demonstrably caused by TENANT if Landlord does not remedy within a reasonable amount of time.

12. LIABILITY. LANDLORD shall not be liable for any loss or damages to any person or property occasioned by theft, fire, act of God, public emergency, injunction, riot, strike, war, insurrection, court order, requisitions of other governmental body or authority, by other tenants of the building, their invitees, or by any other matter beyond control of LANDLORD or from any cause whatsoever except LANDLORD's negligence. TENANT hereby acknowledges that LANDLORD has made no written or oral representations or warranties, either express or implied, as to any such security measures or safeguards on or about the premises.

13. INSURANCE. TENANT (or TENANT'S user) shall keep in effect for the term of this lease a policy of insurance covering the premises against all liability arising out of any personal injury or property damage.

14. FIRE OR CASUALTY. In the event of a fire or other casualty to the premises: a) if the premises are not rendered untenable in whole or in part, LANDLORD shall promptly, after receipt of insurance proceeds, repair the premises and the rent shall not abate; b) if the premises are rendered partially untenable, LANDLORD shall promptly, after receipt of insurance proceeds, repair the premises and the rent shall abate as to the untenable part of the premises; c) if the premises are rendered totally untenable, LANDLORD shall promptly, after receipt of insurance proceeds, rebuild the premises and the rent shall abate. The rent abatement shall not apply if TENANT has business interruption insurance. In the event that a mortgage holder requires that the insurance proceeds be used to retire the debt, then LANDLORD may cancel this lease.

15. ACCESS. LANDLORD reserves the right to enter the premises, upon giving reasonable notice, for the purpose of inspection, repair or showing to prospective tenants or purchasers.

16. LOCKS. If TENANT adds or changes locks on the premises, LANDLORD shall be given copies of the keys. LANDLORD shall at all times have keys for access to the premises.

17. PARKING AREAS. TENANT shall have the nonexclusive use of all parking areas about the premises. Parking areas are intended primarily for use by customers and TENANT shall not permit its employees to use such areas for the storage of any automobiles, trucks or other vehicles except as may be approved and designated in

writing by LANDLORD. The use of such parking areas shall at all times be subject to such reasonable rules and regulations as LANDLORD shall promulgate.

18. SIGNS & ADVERTISING. TENANT shall have the right to install and maintain, at TENANT's own expense, a storefront sign subject to the written approval of LANDLORD as to dimensions, location and design, which approval shall not be unreasonably withheld. TENANT agrees not to use any advertising media in the premises or the common areas that shall be deemed objectionable to the LANDLORD or other tenants such as loudspeakers, radio broadcasts or recorded music which can be heard outside the leased premises. TENANT shall not install any exterior awnings, banners or lighting without the written consent of LANDLORD. TENANT shall not use the name of the premises except as the address, or use any picture or likeness of the premises without the written consent of LANDLORD.

19. FIXTURES. Any fixtures installed in the premises shall become the property of LANDLORD and such fixtures shall not be removed without the specific written consent of LANDLORD.

20. ABANDONMENT. In the event TENANT abandons the property prior to the expiration of the lease, LANDLORD may relet the premises and hold TENANT liable for any costs, lost rent or damages to the premises.

21. DEFAULT/REMEDIES. In the event TENANT fails to pay the rent, violates any of the terms of the lease, abandons the premises, transfers any interest in the premises by operation of law, in bankruptcy or by assignment to creditors, then TENANT shall be in default under this lease. Upon such default, LANDLORD may terminate this lease and retake possession for his own account, or may terminate this lease and retake possession for the account of TENANT, holding TENANT liable for any lost rent, or may let the unit sit vacant and declare the entire remaining balance of the rent immediately due and payable.

22. SURRENDER OF PREMISES. At the expiration of the term of this lease, TENANT shall immediately surrender possession of the premises in as good condition as at the start of this lease, excluding ordinary wear and tear. TENANT shall turn over to LANDLORD all keys to the premises, including keys made by TENANT or TENANT's agents.

23. SUBORDINATION. TENANT's interest in the premises shall be subordinate to any encumbrances now on or hereafter placed on the premises, to any advances made under such encumbrances, and to any extensions or renewals thereof. Subject to applicable law, TENANT agrees to sign any documents indicating such subordination which may be required by lenders.

24. MECHANICS' LIENS. TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of LANDLORD in the premises herein demised or on the building or other improvements

thereon, and all material, men, contractors, artisans, mechanics and laborers and other persons contracting with TENANT with respect to the demised premises or any part thereof, are hereby charged with Notice that they must look to TENANT to secure payment of any bill for work done or materials furnished or for any other purpose during the term of this lease. If any such lien attaches, or claim of lien is made against the demised premises or the building of which said premises are a part, or on the land on which the building is erected and shall not be released by payment, bond or otherwise within thirty (30) days after notice thereof, LANDLORD shall have the option of payment or discharging the same and TENANT agrees to reimburse LANDLORD promptly upon demand.

25. EMINENT DOMAIN. In the event any part of the premises is taken by eminent domain, LANDLORD shall be entitled to all damages awarded for diminution of the fee and leasehold. In the event that only part of the premises is taken and the remainder still is tenantable, the rent shall be prorated and the TENANT only liable for the portion of the premises still usable.

26. ENTIRE AGREEMENT. This lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.

27. WAIVER. One or more waivers of any covenant or condition by the LANDLORD shall not be construed as a waiver of a further breach of the same covenant or condition.

28. JURY WAIVER. Both LANDLORD and TENANT hereby waive trial by jury in any action arising out of this agreement.

29. SEVERABILITY. If any provision of this lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this lease which shall continue to remain in full force and effect.

30. RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

31. NOTICES. Any notice given by the parties to this lease shall be served by certified mail at the following addresses or at such other addresses as provided in writing:

LANDLORD:
Farm Credit Mall LLC
PO Box 420
Dinwiddie, VA 23841

TENANT:
Dinwiddie County
14010 Boydton Plank Road

P.O. Drawer 70
Dinwiddie, Virginia 23841

32. RECORDING. This lease shall not be recorded in any public records.

33. APPROPRIATIONS. Notwithstanding any provision of this lease to the contrary, the obligations of TENANT are subject to annual appropriations by the Board of Supervisors of the County of Dinwiddie.

34. VIRGINIA CODE SECTION 2.2-3110(A)(1) FINDING. By signing, LANDLORD certifies that J. Barrett Chappell, Jr. has an ownership interest in Farm Credit Mall LLC, but has not participated in his capacity as Clerk of Circuit Court in this lease.

WITNESS the hands and seals of the parties hereto.

LANDLORD: **Farm Credit Mall LLC**

By: _____
Name, Title

Attest: _____

Date: _____

TENANT: **Dinwiddie County**

By: _____
W. Kevin Massengill, County Administrator

Attest: _____

Date: _____

Approved as to form:

Tyler C. Southall, Dinwiddie County Attorney