

LEASE

The agreement of lease, made this 17 day of November, 2022, by and between Larkspur Civic League, LTD, hereinafter referred to as "Owner" and Larkspur Swim and Racquet Club, Inc., hereinafter referred to as "Tenant".

Witnesseth:

For good and valuable consideration the Owner leases the property as described below ("Premises") exclusively to Tenant, except for the right to the limited use by the Owner to use the building ("Clubhouse") on the Premises as a monthly meeting place during the term of this lease and at a time and date that can be mutually agreed upon between Owner and Tenant.

The Premises shall consist of all that certain lot, piece or parcel of land containing 2.296 acres, more or less, situated in the City of Virginia Beach, Virginia, and more particularly bounded and described as follows:

Beginning at a point on the southern side of Edwin Drive, which said point is 150 West of the southwestern intersection of Edwin Drive and Green Valley Drive as shown on the plat entitled "Section Four, Larkspur, Princess Anne County, Virginia" recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in the southern side of Edwin Drive, S 53° 04' 30" W 200 feet to a point; thence S 36° 53' 30" E 500 feet to a point; thence N 53° 04' 30" E 200 feet to a point; thence N 36° 55' 30" W 500 feet to the point of beginning.

It being a part of the same property conveyed to the owner herein by deed of Kempsville Meadows, Incorporated, dated May 5, 1970 and duly of record in the aforesaid Clerk's Office in Deed Book 1275 at page 225.


This lease is subject to the following terms:

1. Tenant's shall use the Premises solely as a non-profit recreational facility for a term of fifty (50) years, beginning on the 15th day of October, 2022 and ending on the 14th day of October, 2072. Said lease may be renewable at the option of the Tenant for one successive term. All previous leases are null and void.
2. Tenant shall pay the Owner each year, due by January 31st, the following annual rent.
 - a. Year 1-10 \$1.00
 - b. Year 11-20 \$2.00
 - c. Year 21-30 \$3.00
 - d. Year 31-40 \$4.00
 - e. Year 41-50 \$5.00

3. The Owner shall let the Tenant run itself in accordance with the Tenants' approved bylaws.
4. The Owner is allowed to use the building/pool/grounds for no additional charge for their meetings and events with prior scheduling approval from the Tenant.
5. The Owner will make a donation to the Tenant each year by Sept 30th.
 - a. Year 1-10 \$550.00
 - b. Year 11-20 \$600.00
 - c. Year 21-30 \$650.00
 - d. Year 31-40 \$700.00
 - e. Year 41-50 \$750.00
6. The Owner will present any requests for additional financial support to its membership as the Owner of the property.
7. The Tenant shall be responsible for day to day operations and general upkeep related to the Clubhouse/pool/grounds.
8. The Tenant's president is an ex-officio member of the Owner's Board of Trustees and the Owner's President is an ex-officio member of the Tenant's Board. They will be in communication and invited to all official board meetings.
9. The Tenant has authority to sign agreements with other entities to sublease the Clubhouse and pool.
10. In the event of the Larkspur Civic League, Ltd's dissolution, the property shall be transferred to Larkspur Swim and Racquet Club, Inc. subject to the deed restrictions set in place at origination.
11. The Tenant shall be responsible for maintaining proper insurance on the property. The Tenant assumes all risk for operations and holds the Owner free of any and all claims.
12. The lease will be terminated between the Tenant and Owner if the property is abandoned.
13. The Tenant shall not, without the written consent of the Owner, assign this lease for the whole or any part of the term of this lease.
14. Both parties represent and warrant to preserve the non-profit exempt tax status and use of the Premises. The parties will work together to preserve the property tax exemption. In the event, the city determines the Premises, or any part thereof, is subject to property tax the parties will determine, based on use, who is responsible to pay any property tax.

Witnesseth the following signatures and seals.

Larkspur Civic League, LTD.

 *Michael Fouts* 11/29/22

Michael Fouts
President

Witness:

 *Kim Bedinger* 11/29/22

Kim Bedinger
Secretary

Larkspur Swim and Racquet Club

 *Lindsay Johnson* 11/29/22

Lindsay Johnson
President

 *Jeanne Johnson* 11/29/22

Jeanne Johnson
Secretary