

**LEASE AGREEMENT FOR USE OF A PORTION OF THE PRINCE  
GEORGE CENTRAL WELLNESS CENTER BETWEEN THE COUNTY  
OF PRINCE GEORGE, VIRGINIA AND AMERICAN LEGION POST 1703**

THIS LEASE AGREEMENT (“Lease”) made this 1<sup>st</sup> day of December, 2023 by and between the **COUNTY OF PRINCE GEORGE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“County”) with a business address of 6602 Courts Drive, Prince George, Virginia 23875, and the **AMERICAN LEGION POST 1703**, (“Post 1703”) with a mailing address of Post Office Box 1703, Prince George, VA 23875.

**WITNESSETH:**

WHEREAS, the County is the fee simple owner of a 14.00-acre tract of land located at 11023 Prince George Drive that is improved with structures that were formerly used by the Prince George County School Board (“Central Wellness Center”); and

WHEREAS, the County is not using all of the Central Wellness Center and a portion of the building is not currently necessary for the general government needs of the County; and

WHEREAS, Post 1703 desires to use a portion of the Central Wellness Center for meetings and activities.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the County hereby leases to Post 1703, for its non-exclusive use, upon the terms and conditions contained herein, the following described premises located at 11023 Prince George Drive (hereinafter the “Premises”):

Room 116, approximately 609 square feet in the Central Wellness Center; all as more particularly shown and designated on Exhibit B as “leased area.”

1. Term: The term of this lease shall be from December 1, 2023 to November 30, 2024 (hereinafter “Initial Term”). In addition, the County may terminate the agreement, without cause, at any time by giving 30 days written notice if the Premises, in the sole discretion of the County, are needed for general government or other public uses or Post 1703 is not using the space sufficiently or has not diligently complied with the terms of this Agreement. The County also has the right to terminate this lease agreement upon 30 days written notice if it chooses to transfer the lease to a different non-profit or public entity or convey the Premises or portions or all of the building to others in a way that would affect the Premises.
2. Option to Renew: At the end of the Initial Term or any extension or renewal thereof, Post 1703 may, at its option, extend the agreement for an additional one (1) year period under the same terms and conditions herein, provided that Post 1703 shall give the County written notice of its intentions thirty (30) days before the expiration date of the Initial Term or Renewal Term.
3. Rent: The total rent for said room from December 1, 2023 until November 30, 2024 shall be one thousand eight hundred twenty-seven and 00/100 Dollars (\$1,827.00) per year. (\$3/per square foot x 609 square feet). Rent amounts for subsequent years are subject to renegotiation by the parties hereto.
4. Use: The County grants to Post 1703 the right to use, clean and maintain the Premises for activities in support of its mission, related activities and meetings of Post 1703 in accordance with the terms of this lease. The County also grants to Post 1703 the right to use existing parking areas and recycling and trash disposal containers at the Central Wellness Center. During the term of the lease, the County will continue to have access to

the Premises for inspection or maintenance or to improve the Premises. Post 1703 accepts the Premises “as is” and warrants that it has done a diligent inspection of the Premises and is aware of the condition of the interior and any environmental or safety issues that may require remediation.

5. Access: Post 1703 will ensure that only authorized representatives of Post 1703 and citizens have access to the Premises during the designated hours of operation. All ingress and egress shall be through doors “1 and 2” as shown on Exhibit B. Post 1703 will insure that it keeps a log or roster of keys and that no extra keys are made. If Post 1703 violates this provision, it will pay for the cost of changing locks and new keys. Representatives of Post 1703 and users of its services may only access areas within the building beyond the Premises in order to use the bathrooms, use the water fountain, or use other spaces open to the public. No parking shall occur at the Wellness Center other than during approved days and times of operation of Post 1703.
6. Hours of Operation: Post 1703 shall provide recommended hours for using the Premises to the County, for its approval, within one week of the effective date of the lease. The Premises may only be used during days and hours that have been approved in advance by the County.
7. Charitable uses: Post 1703 intends to use the Premises for its activities within the purposes of enhancing the well-being of America’s veterans, their families, our military, and communities by the devotion to mutual helpfulness. All such activities shall be within the building in the Premises.

8. Utilities: Water service will be provided by the existing public water and sewer service with all charges to be paid by the County. The County will also pay any utility costs related to the use of the Premises including electricity, cable TV, natural gas, heating oil and propane. All bug, pest or vermin control measures shall be performed by the County.
9. Maintenance: Post 1703 will maintain, at its expense, all of the Premises during the term of this lease in a safe and clean manner as determined by the County and in such a way as to protect any future use of the buildings for general government use. The County will maintain the remaining portions of the Central Wellness Center and the grounds within the 14-acre parcel. The Premises and related areas shall be kept in a clean and neat condition and cleaned and straightened to original condition after the completion of daily activities or after any special event, solely at Post 1703's expense. If maintenance by Post 1703 is deemed inadequate as determined by the County, Post 1703 will pay the cost of maintenance or clean-up if performed at the County's direction.
10. Improvements: Post 1703 may make improvements or repairs to the Premises at its sole expense only upon prior written approval of the County and so long as such improvements or repairs do not negatively affect the current or future use of the Premises by the County. Post 17003, at its expense, may install appropriate signage identifying its use of the Premises at a location and with a design approved by the County.
11. Insurance: Post 1703, during the term of this lease, shall maintain liability, premises and personal and real property damage insurance in the amount of One Million Dollars (\$1,000,000) that is commercially available at a reasonable cost insuring against liability arising out of Post 1703's use of the Premises in an amount and form of the policy approved

by the County. The County and its employees/agents will be named as additional insureds. The County will maintain insurance on the structures and property insuring against loss or damage during the term of this lease.

12. Post 1703 agrees to indemnify, defend and hold harmless the County and its agents, officers and employees from any and all property damage, personal injuries or death as a result of its activities under this Lease.
13. Supervision: All activities of Post 1703 shall be supervised by an adult over 21 years of age.
14. Designated representative for all matters relating to this lease shall be:

American Legion  
Post 1703:

Le'one Lee  
Post Office Box 1703  
Prince George, VA 23875

Prince George County:

Jeffrey D. Stoke  
County Administrator  
Post Office Box 68  
Prince George, VA 23875

IN WITNESS WHEREOF, Post 1703 and the County have each executed this Agreement by officials authorized to legally bind each party.

**COUNTY OF PRINCE GEORGE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (Lessor)

By   
Title: County Administrator

STATE OF VIRGINIA,

CITY/COUNTY OF Prince George, to-wit:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2023, by Jeffrey D. Stoke, County Administrator, on behalf of the COUNTY OF PRINCE GEORGE, VIRGINIA.

My commission expires: 6/30/2025

Registration Number: 203973

  
Notary Public



AMERICAN LEGION POST 1703 (Lessee)

By Leone M. Lee  
Finance Officer  
Title

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF Prince George, to-wit:

The foregoing instrument was acknowledged before me this 1st day of December, 2023 by Leone Lee, Finance Officer on behalf of **AMERICAN LEGION POST 1703**.

My commission expires: 6/30/25

Registration Number: 203973

Vickie L. Turner  
Notary Public



APPROVED AS TO FORM:

[Signature]  
Andrea G. Erard, County Attorney

