

**REAL PROPERTY LEASE AGREEMENT
SOUTHERN TRACT**

THIS LEASE AGREEMENT (the "Lease") is made and entered into on this 17th day of October, 2019 by and between **ISLE OF WIGHT COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter the "Lessor") and **BENT BARREL HUNT CLUB** (hereinafter the "Lessee"). The Lessor and Lessee may hereinafter be referred to individually as a "Party" or jointly as the "Parties."

WITNESSETH:

WHEREAS, the Lessor is the owner certain parcels of land as more specifically described as Tax Map Parcel Number 27-01-015 (Southern track) (hereinafter the "Property") as designated on Exhibit A; and

WHEREAS, the Lessee desires to enter upon the Property to hunt, shoot and take legal game all in accordance with the laws and regulations of the Commonwealth of Virginia; and

WHEREAS, the Lessor is willing to Lease to Lessee the non-exclusive right and privilege to hunt, shoot and take legal game on the Property and Lessee is willing to take the right to enter upon, over, across and out of said Property solely for the purposes set forth in this Lease;

NOW, THEREFORE, in consideration of the mutual promises and mutual covenants and conditions herein contained, it is agreed as follows:

1. The Term of this Lease shall be from the date of execution of this Lease until June 30, 2020, unless sooner terminated as provided herein (the "Term"). At the Lessor's option, the Lease may be renewed for one additional year.
2. Lessee shall pay to Lessor upon execution of this Lease the sum of Six Thousand One Hundred Fifty and no/100 Dollars (\$6,150.00) as rent for the Term. Should Lessor agree to the renewal referenced above, the rent for such renewal term shall be paid to no later than forty-five (45) days from July 1, 2020.
3. It is stipulated and agreed that (i) whenever herein the word "Lessee" is used, it is intended, and shall be deemed to include, and shall be binding upon, Lessee, its successors and assigns, and Lessee's membership, guests and invitees; and (ii) wherever herein the word "Lessor" is used, it is intended, and shall be deemed, to include and shall be binding upon Lessor's employees, officers, agents, volunteers and contractors; and shall be binding upon Lessor's successors and assigns; save and except only in either case those instances wherein the text clearly indicates a contrary intention.
4. Lessee acknowledges that the Property is owned by the Lessor for the primary purpose of resource conservation and for future public park uses and that the Lessee and its members, guests and invitees shall enter said Property at their own risk. Lessee is obligated to ensure that neither it, nor its members, guests or invitees do anything which will in any way damage or destroy said Property, nor interfere with in any way with the use of said Property by the Lessor or those third parties who have retained timber rights upon the Property.
5. Lessee's access to the Property shall be solely for recreational hunting of wild game and fowl as permitted herein. Hunting may take place during hunt seasons as designated by the Department of Game and Inland Fisheries (the "Hunting Season").

6. Lessee acknowledges and agrees that if, at any time during the term of this Lease, Lessee makes use of hunting dogs, each and every dog shall be properly registered with Isle of Wight County, Virginia, in accordance with the then applicable laws. Use of the Property for any other purpose shall be cause for immediate termination of this Lease by Lessor. Lessee is authorized to post signs on the property subject to this Lease, to publish notices and/or use any and all lawful means to prevent trespass, or prohibit hunting or fishing on the lands subject to this Lease, by persons other than its members, guests or invitees.
7. Lessee will ensure that all minors permitted by Lessee on the Property shall be under the direct supervision of one of their parents (or guardian); and when minors are present on the Property, the parent or guardian shall be fully responsible for their acts and safety. Lessee agrees to hold Lessor harmless therefore regardless of the nature of the cause of damage, whether property or personal injury, to themselves or others.
8. Lessee agrees to conduct its activities hereunder in an environmentally sound, clean and litter-free manner. Dumping or littering is expressly prohibited; and Lessee further agrees to periodically inspect the Property and to remove all unauthorized trash and litter. Lessee is expressly prohibited from butchering any and all animals which are successfully hunted while on the Property. Lessee is further expressly prohibited from allowing its members, guests or invitees to possess or consume alcoholic beverages while on the Property.
9. During the term of this Lease, Lessee shall maintain all designated roads, trails, gas line, and fire lanes (the Roads") on said Property in a reasonable state of repair, as determined in the sole discretion of Lessor, to include, but not limited to, mowing 2 to 3 times annually, pruning of woody vegetation for sides of Roads and removal of tree limbs and debris from Roads.
10. Lessee shall be responsible to open and close the access gates to the Property during the hunting season.
11. Off-road vehicles or ATVs may be operated during hunting season for hunting purposes only, or to patrol and inspect said Property throughout the year. Use of off-road vehicles or ATVs in stream beds not designated as fords or improved crossings will not be tolerated and will be grounds for immediate cancellation of this Lease. Lessor assumes no responsibility or liability for any accident or incident resulting from the use of an ATV.
12. Lessee will comply and will require each and all of its members, guests and invitees to comply, with all laws, rules and regulations now existing or hereinafter enacted by any federal, state, county or local government authority, and with any rules established by Lessor, related to activities under this Lease. Bag limits and the length of hunting season shall strictly conform to the game laws of the Commonwealth of Virginia and Lessee agrees to use every effort to prevent persons from violating such laws or regulations while on the Property.
13. No one other than Lessee, its members or its guests shall at any time be permitted to exercise any right or privilege under this Lease; and no guest of Lessee shall at any time exercise any such right or privilege except and in accordance with this Lease. Lessee shall be fully liable and responsible to Lessor for any violation hereunder or of the terms and provisions of the indemnity agreement by any member or guest.
14. Lessee shall furnish Lessor, at the time of execution of this Lease and at the time of any renewal thereof, a current list of the names, addresses and telephone numbers of its officers and a list of its

current membership, including name and address of each member, and any other information so requested by Lessor. Officers of the Lessee, including but not limited to the President, shall be elected. Lessee shall notify Lessor immediately upon any change in the officer list so furnished. While Lessee, insofar as its by-laws, rules and regulations permit, shall have the right and privilege of permitting persons other than its members to use the lands for hunting, any privileges so extended to other persons by Lessee shall be strictly subject to all limitations and conditions of this Lease.

15. Lessor shall have the right to exclude from the Property any person, whether Lessee's member, guest or invitee, for conduct which, in Lessor's sole discretion, is in violation of the terms of this Lease. This includes the right of Lessor to require that Lessee exclude from entrance onto the Property any member, guest or invitee of Lessee for drunkenness, carelessness with firearms, violation of laws, violations of this Lease, or trespassing on adjoining landowners' property. If Lessee fails to exclude any such member, guest or invitee after being requested to do so by Lessor, then Lessor shall have the right to terminate this Lease
16. At the request of Lessor, Lessee agrees to participate in deer and any other game or wildlife management programs, including but not limited to, antlerless deer harvest, weighing and measuring animals taken, and other annual activities that may be required by Lessor.
17. Lessee will neither engage in, nor permit any third party to engage in, any commercial hunting, fishing or recreational pursuits on the lands without prior written permission from Lessor. Lessee shall not sell or sub-Lease the hunting and fishing rights on the lands, nor make any charge, on a commercial basis, to members or guests for the privilege of hunting, fishing, or recreation on lands without prior written permission of Lessor. Lessee may, however, require persons to pay for supplies and facilities furnished and to pay a prescribed fee and/or membership due for the privilege of membership.
18. Lessee will not set fire to any part of said lands and will make reasonable efforts to suppress any fire that may occur on the lands during the term of this Lease. In the event that any fire is willfully or negligently started or allowed to spread onto any of Lessor's lands by Lessee or by its members, guests or invitees, Lessor shall have the right immediately to cancel this Lease and recover from Lessee any damages which Lessor sustains as the result of such fire.
19. If, in the sole judgment of Lessor, weather conditions become such as will cause the exercise of the rights and privileges herein granted to present a material fire hazard to the Property, Lessee shall, at the request of Lessor, cease all activities granted Lessee under the terms of this Lease until such time as Lessor shall advise Lessee, that, in Lessor's judgment, conditions have sufficiently improved as to permit resumption of activities by Lessee.
20. Lessee, its members, guests and invitees are prohibited from hunting within fifty (50) yards of the right-of-way of any public road, or discharging a firearm across any public road or right-of-way, or within sight of any house, or within sight of any portions of the Property being used for agricultural activities, or Lessor's personnel or equipment, or Lessor's Lessees or agents.
21. Lessee will not install upon the lands any crops, plantings, food plots, roads, bridges, gates, fences, camps, buildings, lodges, shelters, docks, landings or other structures, permanent or temporary, without having first obtained Lessor's prior written permission. Any permitted construction or installation shall be at Lessee's expense and in strict compliance with any specifications or limitations imposed by Lessor. Lessee shall maintain same in a condition of repair, cleanliness and safety agreeable to Lessor. Any buildings or equipment installed or maintained by Lessee shall be subject to inspection by Lessor at any time. Lessee further agrees to pay all State and County ad

valorem taxes resulting from any such structure. In the event Lessor has granted to Lessee prior written permission to establish a campsite in conjunction with this Lease, said campsite shall be subject to all the terms of this Lease.

22. It is expressly prohibited to stock, release, or bring onto the Property any non-domesticated animal species. No species, domestic, feral, or exotic, may be introduced without written or licensed certification from the state's wildlife agency and then, only with Lessor's specific prior written authorization. No non-native or exotic plant, shrub, or tree shall be established or seeded on the Property without the Lessor's express prior written consent.
23. No agreement, plan or program concerning the regulation of animal populations or the management of water, land or other natural resources on the Property shall be made by Lessee or its members, guests, or invitees with any local, state, or federal agency or private group, without first obtaining the prior written approval of Lessor. Any such agreement, if made without Lessor's prior written consent, shall be void ab initio and shall result in the immediate cancellation of this Lease. It is agreed, however, that Lessee will cooperate with Lessor and any State or Federal agency or University in conducting research, management, or related activities, on any animal or plant species, which activity shall be independent of and excluded from the hunting rights herein granted to Lessee. All State or Federally protected species will be given special consideration and protection by Lessee, its members, guests or invitees, as required by all applicable laws and/or any conservation plan of Lessor's. Further, Lessee will immediately notify Lessor if Lessee discovers the existence of any endangered or threatened species on the Property.
24. Lessee will respect the rights of adjoining landowners and conduct all activities in a courteous manner, with due regard for the rights, safety and well-being of all persons. Lessee agrees to be solely responsible for, and to promptly resolve any problems with adjoining landowners that may arise from Lessee's activities or use of the Property and to indemnify and hold Lessor harmless as provided herein.
25. Lessor reserves and shall at all times have, the full, free and absolute right and authority by itself, its agents, servants or employees to go upon and over the Property for any purpose or purposes, including, but not limited to, planting, cutting, removing, protecting, caring for and dealing with all or any portion of the Property; and neither Lessee nor anyone else shall have any right, power or privilege to (i) prohibit, block or in any manner interfere therewith, or to block, obstruct or interfere with any road or route into the Property, or (ii) to claim any type of interference with or damage to Lessee's rights hereunder.
26. Lessee will not hinder, impede or deny access to the public of any public lake, fishing or picnic areas located on the lands, or to any public streams that may traverse the same; provided that, no roads or access ways to such lakes, streams, fishing and/or picnic areas shall be used by any persons other than those designated by the Lessor. Lessee covenants and agrees to fully cooperate with Lessor's representatives in the enforcement of such limitations.
27. The Lessor assumes no responsibility to provide access to the Property. Lessee shall be solely responsible for and bear all costs in obtaining all lawful rights of ingress and egress to the Property; and Lessee shall hold Lessor harmless from and against any and all claims and liabilities arising therefrom.
28. It is expressly agreed and understood that any and all maps, drawings, photographs, sketches or tracings of the Property, or any portion thereof, may not be accurate, but are estimates only, and furnished only as an accommodation and are to be taken and used only as general guides and not as establishing boundary lines of the Property.

29. The rights granted herein shall not be assignable, transferable or sublet by Lessee except with the express prior written consent of Lessor. Notwithstanding any provision in this Lease to the contrary, without any consent or approval from, or any prior notice to Lessee, Lessor may assign this Lease, in its entirety or in any part, to any other party that acquires all or part of the Property. If this Lease is assigned in whole or in part, Lessor shall provide written notice (before or after such assignment) to Lessee of such assignment and, in the event of a partial assignment, the scope of such assignment. Any assignment of this Lease in whole shall have the effect of a novation and Lessor shall have no liability for any of the obligations that arise from and after the date of such assignment, provided that the assignee has agreed to assume such obligations. If this Lease is assigned in part, (1) the terms of this Lease applicable to the portion assigned shall govern the assigned portion and the retained portion of this Lease shall be governed by the terms of this Lease applicable to such retained portion and (2) the partial assignment shall have the effect of a novation with respect to the assigned portion and Lessor shall have no liability for any of the obligations that have been so assigned and that arise from and after the date of such assignment, provided that the assignee has agreed to assume such obligations. For purposes of this paragraph, "assign" shall mean any assignment by contract or operation of law.
30. This Lease is made and accepted without any representations or warranties of any kind on the part of Lessor as to the title or suitability to the purposes for which same is granted. This Lease is expressly subject to (i) any and all existing easements, rights-of-way, or other encumbrances or servitudes now of record or on the ground affecting the lands, and (ii) to any such agreements that may hereafter be granted from time to time to others by the Lessor.
31. Lessee will pay all taxes, levies and assessments upon all or any part of Lessee's interest herein should such interest be levied or assessed as a result of Lessee's actions or otherwise imposed by the state or county relative to hunting, fishing, or other activity covered by this Lease.
32. Lessee hereby warrants that it and its members have made a thorough inspection of the Property and have become completely familiar with the terrain and all defects existing on the Property, both artificial and natural. Lessee further warrants that it and its members accept this Lease with full knowledge of any hazards that may exist upon the Property and hereby assumes responsibility for and the risk of the condition of the Property, and agrees Lessor shall not be liable or responsible for any damages or injuries sustained by Lessee, its members, guests or invites that are caused by any vices or defects of the Property, whether latent or patent.
33. Lessee agrees to indemnify and save harmless Lessor from and against any and all claims, demands, payments, liabilities, suits, losses, actions, recoveries and judgments of whatsoever nature, kind and description, brought or recovered against Lessor for, or on account of, any injury (including death resulting therefrom) or damage or loss received or sustained by any person or persons by reason of any act or omission of Lessee, its members, agents, guests or invitees resulting from, incidental to, or arising out of the operations and/or activities of Lessee or the presence of Lessee on Lessor's land, whether such is alleged to have been caused in whole or in part by the negligence of Lessor, its agents, employees or volunteers. Lessee further agrees to defend all such actions at its own expense, to pay all attorneys' fees and court costs and all other expenses of any kind and character and, in the event that judgment is rendered against Lessor in any such action, to satisfy same. This hold harmless and indemnity shall survive the termination or expiration of this Lease Agreement.

34. The Parties hereto agree that this Lease shall be deemed to have been made in Virginia and that the validity and construction of this Lease shall be governed by the laws of the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding arising out of this Lease shall be commenced and tried in the Circuit Court of Isle of Wight County, Virginia to the express exclusion of any otherwise permissible forum.
35. Contractual claims shall be processed in accordance with the procedure in Section 2.2-4363 of the Code of Virginia (1950, as amended). The Lessee shall submit its claim, whether for money or other relief, in writing to the Lessor no later than sixty (60) days after final payment. The Lessor will meet at the next regularly scheduled Board meeting, after due notice, to discuss the claim. The Lessor shall issue its final decision on the claim in writing ninety (90) days after the Board meeting.
36. Lessee acknowledges that a portion of the Property is subject to a Conservation Easement, a copy of which is attached hereto as Exhibit "B". The Conservation Easement contains areas, as shown on Exhibit "B", to which the following Special Restrictions shall apply:
- A. No constructing or placing of any Improvements in areas other than the Approved River Access Sites, as depicted on the attached map, or as may otherwise be agreed upon by Lessor and Lessee in writing.
 - B. No constructing or placing of any Roads, Trails, or Utilities. Roads, Trails, or Utilities existing in the Natural Area of this Property, and those proposed road and trail connections (as set forth on the map, or otherwise be agreed upon by the Lessor and Lessee in writing) may be maintained or repaired, but not enlarged.
 - C. Livestock are prohibited in, and shall be prevented, as is reasonably possible, from entering the Natural Area;
 - D. No removal, destruction, or cutting of native trees, shrubs, plants or other vegetation in the Blackwater River Floodplain Area.
 - E. No use of fertilizers.
 - F. No dumping of organic or inorganic materials.
 - G. No disturbance of soils, other than in connection with permitted habitat management activities as described in the Natural Area Management Plan and with construction and maintenance of trails as set forth herein, provided that the same does not materially and adversely affect aquatic habitats and/or water quality.
 - H. No use of motorized vehicles, except for management, police, fire and safety, and emergency vehicles.
 - I. No horse riding or other equestrian users.
 - J. No bicycling.
 - K. No camping.
 - L. No fires.
 - M. No swimming.
37. Except as otherwise provided herein, the following provisions shall apply to cancellation of this Lease:
- A. Each Party reserves the right to cancel this Lease without cause, and for any reason, after first giving the other Party thirty (30) days prior written notice thereof.
 - B. If, at the sole discretion of the Lessor, it becomes necessary, expedient or advisable for Lessor to prohibit, curtail or suspend all hunting on the Property, Lessor shall have the absolute right to do so immediately upon written notice to Lessee, or Lessor may cancel this Lease as provided in Paragraph 2 below.

- C. Lessor reserves the right to sell or exchange the Property as it deems necessary or appropriate. In such event, Lessor shall notify Lessee in writing of Lessor's decision to sell or exchange the Property or any part thereof and whether, at Lessor's sole and exclusive discretion and option, this Lease shall be terminated as provided for herein, or if the Lease will be assigned as provided for herein. If Lessor chooses to terminate this Lease under the provisions of this paragraph, it shall notify Lessee pursuant to a notice of cancellation, and this Lease shall automatically terminate and Lessor shall allow Lessee thirty (30) days from the date of notice of cancellation for removal of Lessee's improvements, structures or equipment from the Property or any portion thereof.
 - D. If Lessee shall fail or refuse to timely perform any of the covenants herein, or violate any of the conditions hereof, in addition to all other available legal or equitable remedies, Lessor shall have the right to immediately terminate this Lease; and upon written notice of such termination delivered to the Lessee by mail, may enter upon the lands and take possession without further notice or penalty, and may expel Lessee with or without process of law or in equity. No delay or forbearance on the part of the Lessor shall be deemed a waiver of its right to exercise this option upon any subsequent default.
 - E. Upon expiration or cancellation of this Lease, Lessee shall have thirty (30) days thereafter to take and remove from the Property any and all buildings, structures, equipment or other personal property owned by Lessee; provided that if Lessee shall fail or refuse to remove the same within such time, title thereto shall ipso facto vest in Lessor.
 - F. If this Lease is terminated pursuant to subparagraphs A, B, or C above, Lessee shall be entitled to a prorated refund of rental paid, determined by the number of days remaining in the Hunting Season.
38. If any provision of a contract resulting from this solicitation, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
39. An resultant contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
40. Lessee, at Lessee's sole expense, shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with hunting on the Property under this agreement. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to utilization of the rights under this Lease. Such coverage shall be maintained by the Lessee for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

I. Minimum Limits

General Liability: \$1,000,000
\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

B. Workers' Compensation and Employer's Liability:

Should Lessee employ any third party to provide services required under this Lease, Lessee shall provide Workers' Compensation: statutory coverage for Virginia

I. Minimum Limits

Employer's Liability:
\$100,000.00 Bodily Injury by Accident each occurrence
\$500,000.00 Bodily Injury by Disease Policy Limit.
\$100,000.00 Bodily Injury by Disease each employee.

- II. Errors and Omissions coverage in an amount of not less than \$1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used, coverage must remain in effect for a minimum of 3 years after the Contractor's work is concluded.

C Coverage Provisions

- I. All deductibles or self-insured retention shall appear on the certificate(s).
- II. The Lessee's insurance shall be primary over any applicable insurance or self-insurance maintained by the Lessor.
- III. Shall provide 30 days written notice to the Lessor before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- IV. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

41. This Lease Agreement is contingent upon the Lessor receiving the above described insurance policy from Lessee. If the hunting liability insurance policy expires or is canceled for any reason, this Lease Agreement shall automatically terminate without prior notice to Lessee as of the date of cancellation of the hunting liability insurance policy.

42. Any notice permitted or required hereunder shall be deemed received if in writing and delivered personally, one day after being sent by a nationally recognized courier service, or two days after mailed at a U.S. Post Office by first class, certified mail, postage prepaid as follows:

If to Lessor, to:

County Administrator
Isle of Wight County
P.O. Box 80
Isle of Wight, VA 23397

With copy to:

County Attorney
Isle of Wight County
P.O. Box 80
Isle of Wight, VA 23397

If to Lessee, to:

Attn: _____, President

Either Party may, by giving notice as provided above, change the address to which notices must be sent or designate any additional address to which required copies must be sent.

43. This Lease shall not be in effect until Lessor has received an official insurance binder or certificate of insurance meeting the requirements set forth in paragraph 40 above. If the hunting liability insurance policy expires or is cancelled for any reason, this Lease shall automatically terminate effective the date of such expiration or cancellation, without prior notice to the Lessee.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, Lessor and Lessee.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed in duplicate, each of which shall for all purposes be deemed an original, by their duly authorized agents on the day and year first herein above set forth.

Isle of Wight County, Virginia
(Lessor)

Bent Barrel Hunt Club
(Lessee)

By: _____

By: _____

Its: Chairman of the Board of Supervisors

Its: _____

Date: _____

Date: _____

Attest:

By: _____

Carey Mills Storm, Clerk

Approved as to Form:

By: _____

Robert W. Jones, Jr., County Attorney