

RESOLUTION #18-19, Approves Lease Agreement for Town-Owned Waterfront Property to Individuals for the Construction and/or Maintenance of Piers

WHEREAS, the Colonial Beach Town Council has expressed its intent to lease town-owned waterfront property to individuals for the construction and/or maintenance of docks or piers under uniform conditions by way of a lease agreement pursuant to VA Code Sections 15.2-1800 and 15.2-2100.

NOW THEREFORE BE IT RESOLVED, the following lease agreement is hereby approved by Town Council:

“LEASE AGREEMENT FOR DOCK/PIER CONSTRUCTION ON TOWN PROPERTY

THIS LEASE, made this the ___ day of _____, 2019 by and between the **TOWN OF COLONIAL BEACH**, a Virginia municipal corporation, Lessor and _____(address) Lessee;

WITNESSETH:

WHEREAS, the Lessor owns a tract of real estate located between Virginia State Route __ and the low water mark of the Potomac River or Monroe Bay in the Town of Colonial Beach, Virginia; Town of Colonial Beach tax map parcel #_ _____ (the “property”); and,

WHEREAS, the Lessee owns a parcel of real estate on the other side of Virginia State Route ____ across from the property, Town of Colonial Beach tax map parcel # _____ (the homeplace); and,

WHEREAS, the Lessee desires to lease a portion of the property between the homeplace owned by the Lessee and the Potomac River or Monroe Bay for the purpose of access to the Potomac River or Monroe Bay, including the construction of a dock; and, the Lessor agrees to lease such portion under the terms and conditions herein contained.

NOW, THEREFORE, in and for the consideration herein contained and under the terms and conditions hereof, Lessor hereby leases to Lessee and Lessee leases from Lessor the following portion of the property:

- 1) The portion of the property to be leased and which is the subject of this lease is described and shown upon the plat attached hereto as “Exhibit A” and expressly made a part of this lease (the “parcel”).
- 2) The Term of this Lease is five (5) years from the date of execution by all parties. This lease shall terminate at the end of such term.
- 3) The rent to be paid for the initial term of five (5) years is One Thousand Two Hundred Fifty dollars (\$1,250.00) payable in advance or with an option to pay in installments of Two Hundred Fifty dollars (\$250.00) per year, with the first payment due on the execution of this lease by all parties and subsequent payments due and payable on, or before, January 1 of each succeeding year. Failure to pay further installments of rent, either in the initial term or any extended term, when due, shall entitle the Lessor to terminate and cancel this lease or, in its sole discretion, allow late payment to be made with interest at the rate of five percent (5%) from the date due until paid.

4) During the term of this lease the Lessee may construct a dock on the parcel. The dock shall be located on the parcel at the location as shown upon the attached plat. No dock shall be built until it has been approved by permit from the Virginia Marine Resources Commission and or such other governmental entity as required, and the Lessor agrees to cooperate in the filing of any necessary application. The dock shall be inspected and approved in compliance with the Virginia Uniform Statewide Building Code and shall be maintained in conformity with the Virginia Uniform Statewide Building Code. The dock and the parcel shall be maintained in a safe condition and kept free of any waste, litter, debris or unsightly material of any nature. The Lessor's agents and employees shall have the right to come upon the parcel and dock at anytime to ensure that the dock and the parcel is being properly maintained. Failure to properly maintain the dock or the parcel shall entitle the Lessor, if not corrected within 30 days of notice, to terminate the lease and require the Lessee to remove the dock, any waste, litter, debris or unsightly material and any supporting structures. No other structures of any nature shall be built on the parcel without the express written permission of the Lessor. The Lessee shall conform to all provisions of the Town Zoning Ordinance and other applicable laws and regulations including the Virginia Marine Resources Commission and the Virginia Department of Transportation. Depending on the shoreline of the leased property, additional shoreline protection may be required to be installed on the property by the Town and maintained during the term of the lease. Such additional requirements shall be itemized on "Exhibit B" attached hereto.

5) During the term of this lease no lien or encumbrance may be place on the parcel. This lease is not subject to assignment, mortgage, transfer or conveyance. Should the homeplace be sold to another the Lease may be transferred to the new owner of the homeplace. In no event may this lease be transferred to any entity other than the owner of the homeplace.

6) The Lessee has inspected the parcel and accepts it "as is". During the term of this lease the Lessee shall indemnify, insure and hold harmless the Lessor for any and all liability, claim or loss associated with the parcel. Prior to execution of this lease the Lessee shall furnish to the Lessor a policy of insurance with an insurance company doing business in the Commonwealth of Virginia in the principal amount of \$1 million dollars insuring the Lessor from any claim or loss of any nature related to the parcel and shall keep such policy in full force and effect during the term of this lease. The policy shall also contain a clause that the Lessor shall be notified of any termination of coverage. Failure to insure and keep the policy of insurance in full force and effect shall be grounds for termination of this lease.

7) Thirty calendar days prior to the end of the initial or any subsequent term the Lessee shall completely remove the dock and all accessory structures on the parcel and return the parcel without any structures and free of any waste, litter, debris or unsightly material of any nature. Should this lease be terminated by the Lessor because of a breach hereof the Lessee shall, within thirty (30) days, completely remove the dock and all accessory structures on the parcel and return the parcel without any structures, waste, litter, debris or unsightly material of any nature. Failure to timely remove the dock and other improvements or waste, litter, debris or unsightly material of any nature shall entitle the Lessor to remove the same at the sole cost and expense of the Lessee and seek repayment by court proceedings or otherwise, including imposition of a lien on the homeplace, for payment. This requirement of removal may be waived in the sole discretion of the Lessor.

This lease has been approved and authorized by the Town Council of the Town of Colonial Beach, after public hearing, duly advertised."

THIS IS TO CERTIFY THIS IS A TRUE COPY OF AN ORIGINAL RESOLUTION,
adopted by the Town Council at a Meeting of Council held Wednesday, March 20, 2019 at
the Colonial Beach Town Center, with a quorum of Council being present.

Kathleen Flanagan, Town Clerk

*Upon motion made by Ms. Schick and seconded by Ms. Roberson, Resolution #018-19,
as amended, passed with a 5-2 vote of council members.*

	<u>Aye</u>	<u>Nay</u>		<u>Aye</u>	<u>Nay</u>
<i>Blunt</i>	<i>X</i>		<i>Leamon</i>	<i>X</i>	
<i>Alger</i>	<i>X</i>		<i>Roberson</i>		<i>X</i>
<i>Cirbee</i>		<i>X</i>	<i>Schick</i>	<i>X</i>	
<i>Eye</i>	<i>X</i>				