

## **SEVENTH EXTENSION TO LEASE AGREEMENT**

THIS SEVENTH EXTENSION TO LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2003, among THELMA HOTTLE, TRUSTEE, AND HELEN PAYNE, TRUSTEE, PHILLIPP HOTTLE, TRUSTEE, ("TRUSTEES") AND REVEREND JOSEPH S. EDMONDS, PASTOR AND MODERATOR, OF THE FIRST BAPTIST CHURCH OF BALLSTON, a non-profit religious organization ("Lessor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic ("Lessee").

### **WITNESSETH:**

**WHEREAS**, the parties hereto entered into a Lease Agreement, dated October 29, 1997, (the "Lease"), for certain premises in the building known as First Baptist Church of Ballston, 1031 North Vermont Street, Arlington, Virginia 22201 (the "Building"), including offices, classrooms, a kitchen, storage space, rest room facilities and other rooms as shown on Exhibit A - Floor Plans, consisting of approximately 4,160 net square feet of space on the second and third floors, plus 840 square feet of shared cafeteria space in Steton Hall on the second floor and 1,550 square feet of shared space ("Kelly Hall") on the first floor of the Building, and certain surrounding land and improvements, all of the foregoing space in the Building, land and improvements are collectively referred to herein as the ("Leased Premises").

**WHEREAS**, the Lease was to expire on December 31, 2002. However, on December 7, 2002, the County Board approved the First Amendment to Lease Agreement ("First Amendment") which extended the term from January 1, 2003 to January 31, 2003; on January 11, 2003, the County Board approved the Second Extension Lease Agreement ("Second Extension"), which extended the term from February 1, 2003 to February 28, 2003; and, on February 22, 2003, the County Board approved the Third Extension to Lease Agreement ("Third Extension"), which extended the term from March 1, 2003 to March 31, 2003. The Fourth Extension to Lease Agreement ("Fourth Extension"), which extended the term from April 1, 2003 to July 31, 2003. The Fifth Extension to Lease Agreement ("Fifth Extension"), which extended the term from August 1, 2003 to November 30, 2003. The Lease requires the Trustees to sign the Sixth Extension to Lease Agreement ("Sixth Extension"), which extends the term from December 1, 2003 to March 31, 2004, after its approved by the Court.

**WHEREAS**, the parties hereto desire to extend the term of the Lease.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars, cash in hand paid, and after good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Term of Extension.** The Lease is hereby extended for a period of one (1) year, commencing April 1, 2004, and expiring March 31, 2005 (the "Seventh Extended Term"), at the same rental and other terms existing under the Lease as if this Extended Term had been part of the initial Lease Term as specifically provided herein.

**2. Rent Payments.** Commencing on April 1, 2004, Lessee agrees to pay to Lessor an annual base rental rate ("Base Rent") of Eighty-Three Thousand, Seven Hundred Thirty-Nine and 00/100 Dollars (\$83,739.00) per annum payable in twelve (12) monthly installments of Six Thousand, Nine Hundred Seventy-Eight and 25/100 Dollars (\$6,978.25).

**3. Lease Extension Agreement.** All of the terms and conditions of the Lease, as modified by this Seventh Extension to Lease Agreement, shall remain in full force and effect.

**4. Renewal Option.** Lessee shall have the option to renew the Lease, under the same terms and conditions, for a month to month tenancy for twelve (12) months ("Renewal Term"), by Lessee providing a thirty (30) day advance written notice of the exercise of such option to Lessor prior to the expiration of the Seventh Extended Term. In such event, no additional Lease Amendment shall be required to be executed by the parties. The Base Rent for the Renewal Term shall not increase from ¶2 above. During the twelve (12) month Renewal Term, the Lessor and Lessee each may terminate the Lease,

without penalty or further obligation, upon ninety (90) days prior written notice to the non-terminating party.

**5. Holding Over.** If Lessee shall not immediately surrender the Leased Premises on the date of expiration of the term hereof, Lessee shall, by virtue of the provisions hereof become a Lessee on a month to month basis. Lessee, as a monthly Lessee, shall be subject to all of the conditions and covenants of this Lease as though the same had originally been a monthly tenancy. Lessee shall give to Lessor at least thirty (30) days' written notice of any intention to quit the Leased Premises, and Lessee shall be entitled to thirty (30) days' written notice from the Lessor to quit the Leased Premises.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed as of the day and year hereinbefore first written.

**LESSOR: THELMA HOTTLE, TRUSTEE OF FI RST BAPTIST CHURCH OF BALLSTON**

Witness: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_

**HELEN PAYNE, TRUSTEE OF FI RST BAPTIST CHURCH OF BALLSTON**

Witness: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_

**PHI LLI P HOTTLE, TRUSTEE OF FI RST BAPTIST CHURCH OF BALLSTON**

Witness: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_

**REVEREND JOSEPH S. EDMONDS, PASTOR AND MODERATOR, OF THE FI RST BAPTIST CHURCH OF BALLSTON**

Witness: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE: THE COUNTY BOARD OF ARL I N G T O N C O U N T Y , V I R G I N I A**

Witness: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney