

**LICENSE AGREEMENT**  
**by and between**  
**The TOWN OF ABINGDON, VIRGINIA**  
**And**  
**FAIRVIEW FARM AND HOMESTEAD FOUNDATION, INC.**

This LICENSE AGREEMENT (“Agreement”), is made and entered into this 2<sup>ND</sup> day of April, 2019, between TOWN OF ABINGDON, VIRGINIA, a municipality organized under the laws of the Commonwealth of Virginia, (hereinafter referred to as “Licensor”) and FAIRVIEW FARM AND HOMESTEAD FOUNDATION, INC., a Virginia corporation, (hereinafter referred to as “Licensee”).

WHEREAS, Licensee has requested permission from Licensor to enter upon certain property owned, leased or otherwise controlled by Licensor, of a portion of property located at 910 Hillman Highway, Abingdon, Virginia and being that property shown as Tax Map No. 106-A-2A, consisting of 4.642 acres more or less (hereinafter referred to as the “Property”) as is depicted as the area outlined in blue on GIS plat, attached hereto as “Exhibit A”, to use the Property for lawful purposes and also to allow Old Glade Antique Tractor Association (“OGATA”) to engage in the presentation and reconstruction of historic buildings and/or other structures, along with historically appropriate gardening and farming operations, operation of a museum, automobile and tractor shows and other related events, which from time to time will invite members of the general public upon the property and for no other purposes without prior written consent of Licensor (collectively “Activities”); and

WHEREAS, Licensee will enter upon and utilize certain areas within the Property for purposes of access and performance of the activities described above (any and all such activities hereinafter being referred to herein as the “Activities”); and

WHEREAS, Licensor has agreed to grant Licensee access to the Property for purposes of conducting the Activities, subject to the conditions, covenants and terms contained herein;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the mutual benefits to Licensor and Licensee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals incorporated: The foregoing recitals are true and correct, are a material part of this License Agreement and are hereby incorporated herein by reference thereto.

2. Grant of Access: Licensor hereby grants to Licensee a non-exclusive, terminable, and limited personal license on and to the Property for purposes of entering and accessing the Property in order to perform the Activities, subject to the conditions, covenants and terms contained herein. Licensee shall access and utilize only those areas of the Property that Licensor expressly authorizes to use and necessary to conduct the Activities.

3. **Limited Use:** Licensee and Licensee Persons (as hereafter defined) shall strictly limit their entry upon and use of the Property to that reasonably and solely required for the Activities.

4. **Compliance with Laws:** Licensee and Licensee Persons shall conduct all Activities and operations upon and within the Property in strict compliance with all applicable laws, rules and regulations and shall be responsible for such compliance in all respects in regards to the Activities and all other use of the Property.

5. **Penalties and Fines:** Licensee shall be solely responsible and liable for payment of any assessments, penalties or other fines imposed by any federal or state agency for any violation of any federal or state law, rule or regulation arising out of any use of the Property by or on behalf of Licensee or Licensee Persons. Licensors shall provide written notice to the Licensee of any citation, order or other notice of any such violation promptly after the date it has become known to Licensors. Licensee may then elect to defend the violation at its own cost and expense and, in such event, Licensors shall provide reasonable cooperation in such defense as may be requested by Licensee. If Licensee elects not to defend or fails to defend any such violation for any reason, Licensors may defend and/or settle such violation and pay any related assessments, penalties or other fines, and Licensee shall indemnify Licensors for all costs and expenses related thereto (including attorney's fees, costs and expenses).

6. **Indemnity:** Licensee hereby agrees to indemnify and hold harmless Licensors, its parents and affiliates together with each of their respective directors, officers, members, managers, employees, agents and representatives from and against any and all costs and expenses (including attorney's fees, costs and expenses), claims, demands, actions, causes of action, by or on behalf of any person, firm, corporation, partnership (including, without limitation, Licensee) or governmental body for injuries, deaths, property damage, penalties, fines, assessments or otherwise caused by, arising out of, resulting from or as a consequence of, either in whole or in part,

(1) acts or omissions of Licensee, its parents, affiliates, successors, assigns, contractors, subcontractors, sublicensees, invitees, employees, officers, directors, members, managers, agents or any other persons or entities acting by direct or indirect authority of Licensee or pursuant to Licensee's rights herein granted (collectively "Licensee Persons" or individually a "Licensee Person");

(2) acts or omissions of any of the Licensee Persons which cause the escape, seepage, leakage, spillage, discharge, emission or release, either over the surface of the ground, through the air or through the earth of any Hazardous Material;

(3) violation by any of the Licensee Persons of any Environmental Law, any Health and Safety Law, or any other laws, regulations or permit requirements;

(4) entry onto the Property, and/or performance of the Activities by any of the other Licensee Persons; or

(5) use or enjoyment by any of the Licensee Persons of the rights granted pursuant to this License Agreement.

As used herein, the term "Health and Safety Law" shall mean any federal, state, local or foreign law, statute, decree, ordinance, code, rule or regulation relating to the protection of health or safety, including, without limiting the generality of the foregoing, the Mine Safety and Health Act of 1969, as amended and the Occupational Safety and Health Act of 1970, as amended. As used herein, the term "Environmental Law" shall mean any federal, state, local or foreign law, statute, decree, ordinance, code, rule or regulation relating to protection of the environment, including, without limiting the generality of the foregoing, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended; the Virginia Coal Surface Mining Control and Reclamation Act of 1979, as amended (Va. Code §45.1-226, et seq.); the Federal Surface Mining Control and Reclamation Act of 1977, 30 U.S.C. 5 1201 et seq.; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Toxic Substances Control Act, as amended; and any federal, state or local so-called "Superfund" or "Superlien" law or ordinance relating to the emission, discharge, release, threatened release into the environment (including, without limitation, ambient air, surface water, groundwater or land) of any pollutant, contaminant, chemical, hazardous, toxic or dangerous waste, substance or material, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder. As used herein, the term "Hazardous Material" shall mean any pollutant, contaminant, chemical, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law or Health and Safety Law now or at any time hereafter in effect, including any other substances defined as "hazardous substances" or "toxic substances," or the like, in any Environmental Law or Health and Safety Law.

7. Insurance: Prior to its occupancy of the Property, Licensee shall, at its own expense, obtain and maintain in full force and effect during the term of this Agreement the following insurance: (i) such Insurance as may be necessary to insure the value of Licensee's personal property and fixtures on or about the Property; and (ii) general liability Insurance for the personal injury and/or property damage with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) per aggregate. Such insurance shall be carried in favor of Licensee and Licensor as their respective interest may appear and Licensee's insurance company must be acceptable to Licensor. Licensee shall provide to Licensor from time to time upon Licensor's request a certificate from Licensee's insurance company evidencing that such Insurance is in effect.

8. Condition of Property: Licensee shall maintain the Property accessed or used by it (or by any other Licensee Persons) in good condition at all times during the term of this License Agreement and shall timely restore any areas disturbed as a result Activities of Licensee and Licensee Persons, pursuant to the rights granted in this License Agreement, to a condition similar to or better than that which existed prior to its performance of the Activities. Prior to the expiration or termination of this License Agreement, Licensee shall promptly remove all rubbish, materials and supplies from the Property, leaving the Property in a neat, safe and non-polluting condition

and in compliance with all laws and regulations applicable thereto. Licensee shall have the right and the obligation to enter upon the Property subject hereto after the expiration or termination of this License Agreement if and to the extent necessary for Licensee to fulfill its obligations under this paragraph. Licensors will be responsible for any other maintenance and condition of the Property not otherwise covered by this paragraph.

9. **Improvements:** Licensee shall make no alterations, additions, modifications or improvements (hereinafter referred to as "improvements") to the Property without prior written consent of Licensors during the term(s) of this Agreement. To the extent made, Licensee agrees that all such improvements shall be done in a prudent and workmanlike manner and that Licensee shall be responsible for all costs in connection therewith. Licensee shall also keep the Property free and clear of all liens arising from work performed and materials furnished for such improvements. Any such improvements which are temporary in nature, and which can be removed from the Property without affecting the structural stability and/or causing defacement of the Property, may be removed by Licensee at its expense, within thirty (30) days, upon termination (at whatsoever time and for whatsoever reason) of this Agreement. Such improvements that cannot be removed shall become the property of Licensors and shall remain in and upon the Property at the termination of this Agreement without Licensors in any way compensating Licensee for the same. The provisions of this paragraph are, however, subject to the provisions set forth below regarding Licensee's right to remove its trade fixtures.

10. **Removal of Trade Fixtures:** Trade fixtures, if any, that Licensee may have installed, added to or put in or on the Property, either under previous lease between the parties or subsequent to the execution of this Agreement, may be removed by Licensee, at its expense, within thirty (30) days, upon termination (at whatever time and for whatever reason) of this Agreement, provided the same can be removed without injury to or defacement of the Property, or provided Licensee can and does at the time of such removal repair the Property to the same or as good condition as the same was prior to the installation or addition thereof, reasonable wear, tear and deterioration excepted.

11. **Condition of Property:** Licensee shall accept the Property in its "as is" condition as of the time of the execution of this Agreement.

12. **Damage by Casualty:** If during the term of this Agreement, the Property are damaged by fire, water, explosion, the elements, or other casualty, so that the same is thereby wholly or partially destroyed, so as to be rendered unfit for use by Licensee, and it appears the same cannot with reasonable diligence be repaired and made fit for such use within ninety (90) days from the happening of any such event, then this Agreement may be terminated by either party, provided notice of such termination be given by the one so terminating this Agreement to the other, as soon as it appears that the Property cannot with reasonable diligence be repaired and made fit for such use and occupancy within said period of ninety (90) days.

13. **Utilities:** Licensors shall promptly pay and be solely responsible for all electricity, telephone, water and all other utility bills and charges for all such services supplied to the Property, if any.

14. **Transfer/Assignment:** This License Agreement may not be transferred or assigned by Licensee without the prior written consent of Licensor, which may be withheld in its sole discretion, and any attempted transfer or assignment hereof in breach of this provision shall result in the immediate termination of this License Agreement and all rights granted hereunder.

15. **Term:** The term of this Lease shall be for five (5) years from the effective date first set forth above (the "Term"), which effective date shall also be known as the "Commencement Date", unless sooner terminated in accordance with the terms hereof. Unless notice of termination is provided by either party at least ninety (90) days prior to the expiration of the Term, then this Lease will renew for an additional five (5) year term, for up to five (5) additional five (5) year terms. At the expiration of the last five (5) year Renewal Term, then the Lease shall renew for additional one (1) year Renewal Terms until either party provides notice of termination under this provision. As used in this Agreement, the "Term" shall include the initial Term and any and all Renewal Terms.

16. **Warranties:** NO REPRESENTATIONS, STATEMENTS OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY OR ON BEHALF OF LICENSOR REGARDING THE PROPERTY, ITS CONDITION, THE USE OR OCCUPATION THAT MAY BE MADE THEREOF, OR ITS SUITABILITY FOR THE EXERCISE OF THE RIGHTS GRANTED HEREIN. LICENSEE HAS INSPECTED THE PROPERTY AND HEREBY ASSUMES ALL RISKS ASSOCIATED THEREWITH. LICENSEE ACKNOWLEDGES THAT ITS LICENSE TO THE PROPERTY IS SUBJECT TO (I) ALL SUCH FAILINGS, DEFECTS, AND INFIRMITIES TO THE PROPERTY, (II) ALL OUT CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, THIRD PARTY INTERESTS, LEASES, AGREEMENTS, COVENANTS, RESTRICTIONS, EXCEPTIONS, RESERVATIONS, LIENS, AND OTHER ENCUMBRANCES OF RECORD, (III) AD VALOREM REAL PROPERTY TAXES AND ASSESSMENTS, (IV) ANY MATTER WHICH WOULD BE DISCLOSED BY A COMPLETE SURVEY, INSPECTION, OR TITLE SEARCH, AND (V) ANY ZONING, LAND USE, SUBDIVISION OR BUILDING STATUTES, ORDINANCES, REGULATIONS, AND RESTRICTIONS.

17. **Notice:** Unless otherwise provided for herein, all notices and statements given pursuant to this License Agreement shall be deemed given upon deposit with the U.S. Postal Service, certified mail, return receipt requested, with sufficient postage affixed, addressed as set forth below, or at such other address as Licensor or Licensee may, from time to time, prescribe.

Licensee:

Licensor:

18. **Licensor Use:** Notwithstanding any other terms and provisions of this Agreement, the parties acknowledge that Licensor reserves the non-exclusive right to use the Property for any and all lawful purposes (the "Licensor's Use"). The parties shall reasonably cooperate in the respective uses of the Property, provided Licensor, in its sole discretion, shall resolve any conflict in the use of the Property.

19. **Governing Law:** This License Agreement shall be interpreted and governed by the laws of the State of Virginia without regard to the law thereof regarding choice of law. The Parties further agree that the courts of Virginia, state and federal, with territorial jurisdiction over Washington County, Virginia, shall have exclusive jurisdiction to resolve any and disputes that may arise between Licensor and Licensee under or in connection with this License Agreement.

20. **No Waiver:** No failure or delay on the part of Licensor in exercising any of its rights hereunder upon any failure by Licensee to perform or observe any condition, covenant or provision herein contained shall operate as a waiver thereof, nor shall any single or partial exercise of any of such rights preclude any other or further exercise thereof or the exercise of any other right hereunder. Neither this License Agreement nor any provision hereof may be amended, supplemented, changed, waived, discharged or terminated orally, or by any course of dealing or trade usage, but only by an instrument in writing signed by Licensor and Licensee and delivered as provided herein.

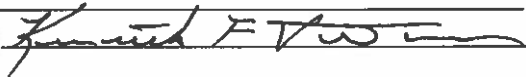
21. **Survival:** Notwithstanding the expiration or termination of this License Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed, or discharged, and any right, unconditional or conditional, which has been created and has not been fully enjoyed, enforced, or satisfied (including, but not limited to, the duties, obligations, and rights with respect to insurance and indemnification) shall survive such expiration or termination until such duty or obligation has been fully observed, performed, or discharged and such right has been enforced, enjoyed, or satisfied.

22. **Entire Agreement:** This License Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. Any prior agreements, promises, negotiations, or representations with respect to the subject matter hereof which are not expressly set forth herein are of no force or effect.

IN TESTIMONY WHEREOF, each Party to this Agreement has caused it to be executed on the date first above written.


LICENSOR:

Town of Abingdon, Virginia, Municipality

By: 

LICENSEE:

FAIRVIEW FARM AND HOMESTEAD  
FOUNDATION, INC.

By:   
President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CSE Insurance Agency 263 W. Main St.  Abingdon VA 24210		<b>CONTACT NAME:</b> Elizabeth Cook <b>PHONE (A/C, No, Ext):</b> (276) 628-4121 <b>E-MAIL ADDRESS:</b> bcook@cseagency.com <b>FAX (A/C, No):</b> (276) 628-3127	
<b>INSURED</b> Fairview Farm And Homestead PO Box 356  Abingdon VA 24212-0356		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Auto-Owners INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 18988	

### COVERAGES

**CERTIFICATE NUMBER:** Master 18/19

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	43319206	07/25/2018	07/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Premises/Operations \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Town of Abingdon PO Box 789  Abingdon VA 24212	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Elizabeth A. Cook</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2018

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<b>PRODUCER</b> CSE Insurance Agency 263 W. Main St.  Abingdon VA 24210	<b>CONTACT NAME:</b> Elizabeth Cook <b>PHONE (A/C, No, Ext):</b> (276) 628-4121 <b>E-MAIL ADDRESS:</b> bcook@cseagency.com	<b>FAX (A/C, No):</b> (276) 628-3127
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Fairview Farm And Homestead PO Box 356  Abingdon VA 24212-0356	<b>INSURER A:</b> Auto-Owners	<b>NAIC #</b> 18988
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** Master 18/19      **REVISION NUMBER:**

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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE    OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Jamres D. Moore Jr  
 Family Limited Partnership  
 PO Box 1192  
 Abingdon VA 24212

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Elizabeth A. Cook*

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