RESOLUTION
OF
THE BOARD OF TRUSTEES
OF
THE RAPPAHANNOCK COUNTY PUBLIC LIBRARY

WHEREAS, the Board of Trustees of the Rappahannock Public Library has determined that the Library needs additional library collection and meeting space;

WHEREAS, from 2019 to 2025, the Board explored the expansion and renovation of the existing Library facility, and studied the financial capacity of the Board and the community to fund such expansion and renovation;

WHEREAS, Black Kettle, LLC, the owner and developer of Rush River Commons located in Washington, Virginia, has offered to donate to the Board a long-term leasehold at Rush River Commons, and to construct on the lease premises, at Black Kettle, LLC's cost, a new Library facility that will provide the needed additional library collection and meeting space;

WHEREAS, the Board appointed a negotiating committee to negotiate with Black Kettle, LLC the legal agreements needed to accomplish the gift;

WHEREAS, the Board's negotiating committee has completed the negotiation of (i) a Gift Lease, pursuant to which Black Kettle, LLC donates a long-term leasehold to the Board, and (ii) an Operating Agreement, which governs aspects of the operation of the leased premises and Rush River Commons. The negotiating committee has provided the forms of the negotiated Gift Lease and Operating Agreement to the Board for consideration;

WHEREAS, pursuant to Code of Virginia Section 42.1-35(A), the Board has the right to accept donations of real estate for the establishment and maintenance of the Rappahannock free public library system; and

WHEREAS, the Board has determined that it is in the best interest of the Library to accept the gift from Black Kettle, LLC and to execute the Gift Lease and Operating Agreement.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Board accepts the gift from Black Kettle, LLC of a long-term leasehold and a new Library facility to be built by Black Kettle, LLC on the lease premises.

2. That the Board is duly authorized to execute and deliver the Gift Lease and Operating Agreement in the forms provided by the Board's negotiating committee.

3. That the President of the Board is duly authorized, on behalf of the Board, to execute and deliver, without necessity of attestation or joinder of any other officer, the Gift

Lease, the Operating Agreement, and any additional documents necessary or desirable to effect and carry out the gift transaction described in the Gift Lease.