

INTRODUCED: September 14, 2020

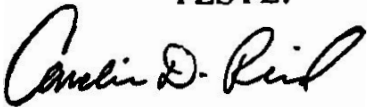
AN ORDINANCE No. 2020- 195

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond as lessor and Challenge Discovery Projects, Inc. as lessee for the purpose of leasing to Challenge Discovery Projects, Inc. a certain portion of the City-owned property located at 2405 Jefferson Avenue.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

**A TRUE COPY:
TESTE:**


**Carolin D. Reed
City Clerk**

PUBLIC HEARING: SEP 28 2020 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Lease Agreement between the City of Richmond as lessor and Challenge Discovery Projects, Inc. as lessee for the purpose of leasing to Challenge Discovery Projects, Inc. a certain portion of the City-owned property located at 2405 Jefferson Avenue. Such Lease Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 28 2020 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: July 21, 2020 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor 

THROUGH: Lenora G. Reid, Acting Chief Administrative Officer 

THROUGH: Reginald E. Gordon, Deputy Chief Administrative Officer for Human Services 

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer for Economic Development and Planning 

FROM: Paul A. McClellan, Economic Development and Planning 

RE: TO AUTHORTZE THE ACTING CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO A LEASE AGREEMENT WITH CHALLENGE DISCOVERY PROJECTS, INC. AT 2405 JEFFERSON AVENUE.

ORD. OR RES. No. _____

PURPOSE: To authorize the Acting Chief Administrative Officer to enter into a lease agreement with Challenge Discovery Projects, Inc., for the building and parking lot located at 2405 Jefferson Avenue.

REASON: Challenge Discovery Projects, Inc. (CDP) now wishes to enter into a 5 year lease at 2405 Jefferson Avenue in order to operate a community based resource center that provides a comprehensive and completely integrated service delivery system with a focus on the family unit and related uses. Their primary services will be an outpatient behavioral health clinic that focuses on the emotional health needs of Richmond's youth and families living in the surrounding communities.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The East District Family Resource Center (EDFRC) currently leases 2405 Jefferson Avenue in a lease that commenced on October 1, 2015 and expires on September 30, 2020. EDFRC entered into a Memorandum of Understanding with CDP on July 27, 2017 for the colocation and management of the property. CDP now wishes to enter into a new 5 year lease at

O&R Request

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2405 Jefferson Avenue for the entire building and parking lot. However CDP will reserve 1 office on the premises for use by the City's Office of Community Wealth Building. Per the terms of the lease CDP will pay \$1.00/year as rent and CDP will also pay for all maintenance, repairs, utilities and operating expenses. The lease will commence on October 1, 2020 and expire on September 30, 2025. Per the terms of the lease the City may terminate the lease at any time upon 90 days written notice to CDP.

FISCAL IMPACT / COST: None

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: Rental revenue in the amount \$1.00/year will be received.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: August __, 2020

CITY COUNCIL PUBLIC HEARING DATE: September 14, 2020

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Economic Development and Planning, Human Services, Office of the City Attorney

RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Lease Agreement

STAFF:

Sharon L. Ebert, Economic Development and Planning

Reginald E. Gordon, Human Services

Paul A. McClellan, Economic Development and Planning

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made this ___ day of _____, 2020 by and between the **CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia, hereinafter designated as Landlord, and **CHALLENGE DISCOVERY PROJECTS, INC.**, a Virginia nonprofit and non-stock corporation, hereinafter designated as Tenant. Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

RECITALS

- A. Landlord owns that certain real property located at 2405 Jefferson Avenue in the city of Richmond, Virginia, shown on the illustration attached hereto and made a part hereof as Exhibit A, and shown on the tax map for the city of Richmond, Virginia as Tax Parcel ID No. E0000335005, together with all improvements, fixtures, and machinery thereon and appurtenances thereto (the "Property").
- B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, in accordance with the terms of this Agreement, a portion of the Property, together with all improvements, fixtures, and machinery thereon and appurtenances thereto, more particularly shown on the drawing attached hereto and made a part hereof as Exhibit B (the "Leased Premises").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, Landlord and Tenant agree as follows:

- 1.0 Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.
- 2.0 Definitions.**
- 2.1 CAO.** CAO means the Chief Administrative Officer of the City of Richmond, Virginia.
- 2.2 Effective Date.** Effective Date means the first date by which both Parties have signed this Agreement.
- 2.3 Hazardous Substances and Wastes.** "Hazardous Substances and Wastes" means those hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§9601 et seq., respectively, and in any regulations promulgated thereto.

- 2.4 Improvements.** “Improvements” means any structural alterations, additions, or improvements, including the addition or replacement of fixtures and plumbing, electrical, and mechanical systems (including HVAC), made to the Leased Premises by Tenant during the Term.
- 2.5 Laws.** “Laws” means i) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, and zoning and land use regulations, and; ii) all restrictions of record, permits, and building codes, now in effect or which may hereafter come into effect.
- 2.6 Permitted Use.** Permitted Use means a community based resource center that provides a comprehensive and completely integrated service delivery system with a focus on the family unit and related uses, to include an outpatient behavioral health clinic that focuses on the emotional health needs of Richmond’s youth and families living in the surrounding communities.
- 2.7 Rental Fee.** Rental Fee means the payment owed Landlord by Tenant for each twelve (12)-month period that Tenant leases the Leased Premises.
- 2.8 Term.** Term means the period of time during which Landlord agrees to lease the Leased Premises to Tenant, as further defined in Section 4 below.
- 3.0 Lease.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, of which Tenant shall have exclusive use and possession during the Term, subject to the conditions of this Agreement.
- 4.0 Term.** The Term will be five (5) years, to commence on the 1st day of October, 2020, and to expire at 11:59 p.m. on September 30, 2025.
- 5.0 Rent.** Tenant shall pay Landlord a Rental Fee in the amount of **ONE AND NO/100 DOLLARS (\$1.00)**, in advance, on October 1, 2020 and on each succeeding October 1 during the Term; provided however, Tenant may alternatively pay Landlord **FIVE AND NO/100 DOLLARS (\$5.00)**, the sum of all Rental Fee payments due for the Term, on October 1, 2020, in which event Tenant shall owe Landlord no additional payments of the Rental Fee during the Term. Tenant shall remit each Rental Fee payment to the City of Richmond Department of Economic Development at the following address:

City of Richmond
Department of Economic Development
1500 East Main Street; Suite 400
Richmond, Virginia 23219

- 6.0 Permitted Use.**

- 6.1 Use of Leased Premises.** Tenant shall only use the Leased Premises for the Permitted Use unless Landlord approves otherwise by prior written notice. Tenant may engage in the Permitted Use twenty-four hours per day, seven days per week during the Term. Any use in which Tenant engages within the Leased Premises or the Property shall be in accordance with the Laws.
- 6.2 Use of the Property.** Tenant and its agents, contractors, subcontractors, employees, invitees, and licensees may use those common areas and outdoor portions of the Property not included within the Leased Premises for the purpose of pedestrian and vehicular access, as appropriate, to the Leased Premises, except that in the event Tenant desires to perform work on the Leased Premises in accordance Section 8 below, Tenant must submit a plan to Landlord for any intended use of the Property for the staging of equipment and the parking of vehicles related to such work, which use shall not be permitted without Landlord's prior written consent, which Landlord may withhold at its sole discretion. Tenant shall restore to its original condition, as reasonably determined by Landlord, any portion of the Property or the Leased Premises damaged or disturbed by Tenant or its agents, contractors, subcontractors, employees, invitees, or licensees during the Term.
- 7.0 Utilities and Services.** Tenant shall pay and shall discharge punctually, as and when the same shall become due and payable, all charges for water, sanitary sewer, steam, heat, gas, electricity, telephone, coaxial or fiber optic cable, satellite, internet access, data, janitorial, and other services and utilities, whether public or private, furnished to the Property for the benefit of Tenant or any other user, and Landlord shall not be obligated to provide such utilities and services. Tenant shall pay or have paid and shall discharge punctually, as and when the same shall become due and payable or shall be otherwise demanded by Landlord, all taxes (including, but not limited to, taxes on gross receipts, meals, admission and ticket sales); special and general assessments; payments in lieu of taxation; stormwater fees; water rents, rates, and charges; sewer rents, and; other governmental impositions and charges of every kind and nature whatsoever affecting the Property.
- 8.0 Improvements; Signage.** Tenant shall not make any Improvements to or install any signage within the Leased Premises or apply for any permit or authorization required by the Laws to perform Improvements or install signage without (i) prior submission to the CAO of all plans and specifications pertaining to such work and (ii) subsequent receipt of written consent from the CAO to engage in such work, which consent the CAO may grant or withhold at her sole discretion. Performance, installation and maintenance of all Improvements and signage shall be at Tenant's sole cost and in accordance with the Laws. At the end of the Term, all Improvements shall, at the sole option of the CAO, remain and become the property of Landlord, and Tenant, in accordance with Section 10 below, shall remove all signage, and any Improvements the CAO elects not to retain, from the Leased Premises and restore the Leased Premises to its prior condition. Tenant shall ensure that any party it invites onto the Property to perform any Improvements or install any signage meets or exceeds the insurance coverage requirements described in Section 15 of this Agreement and Tenant shall provide Landlord proof of such coverage upon request.

- 9.0 Termination.** Unless earlier terminated in accordance with the terms of this Section 9 or as otherwise provided in this Agreement, this Agreement will terminate upon expiration of the Term.
- 9.1 Termination at Will.** Landlord may terminate this Agreement at will, which termination shall become effective ninety (90) days after Landlord issues a written termination notice to Tenant.
- 9.2 Force Majeure.** Whenever the Leased Premises is rendered untenable or otherwise unfit for the Permitted Use by reason of an act of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage, this Agreement, without more, shall terminate.
- 9.3 Effect of Termination.** Termination of this Agreement shall render this Agreement null and void, and the Parties shall have no further obligations under this Agreement except for those provisions herein which expressly survive a termination of this Agreement.
- 9.4 No Holdover.** Tenant shall not hold over upon termination or expiration of this Agreement. If Tenant fails to vacate the Leased Premises upon such termination or expiration, such failure shall not confer to Tenant any rights to occupy the Leased Premises or further tenancy, regardless of the acts or omissions of Landlord, Tenant, or any of Landlord's employees or agents, including but not limited to Tenant's possession of the Leased Premises and payment to Landlord and Landlord's acceptance of payment and failure to evict Tenant from the Leased Premises. If Tenant holds over in violation of this paragraph, Tenant shall daily pay to Landlord, for each day of its possession beyond termination or expiration, the prorated amount of the Rental Fee plus 50%. This paragraph will survive termination or expiration of this Agreement.
- 10.0 Removal at End of Term.** Tenant shall, upon termination or expiration of this Agreement, peacefully surrender possession of the Leased Premises to Landlord and, subject to the terms of Section 8 above, have removed all of its personal property, which shall include any property Tenant has affixed to the Leased Premises, from beneath, upon, or above the Leased Premises, and have restored the Leased Premises to its condition as when delivered to Tenant, reasonable wear and tear and damage beyond Tenant's control excepted. If Tenant does not so remove its personal property from the Leased Premises, Landlord may do so at Tenant's cost and expense and without incurring liability to Tenant for damages that may directly or indirectly result therefrom, or Landlord may allow such property to remain on the Leased Premises, in which case title to such property shall vest in Landlord. This Section will survive termination of this Agreement.
- 11.0 Right of Entry.** At any time during the Term, Landlord and any representative of Landlord's choosing shall have the right to use the common areas within the Leased Premises as shown on Exhibit B and to enter the Leased Premises to inspect the Leased

Premises to ensure compliance with the terms of this Agreement, to make repairs or alterations to the Leased Premises, or for any other lawful reason.

12.0 Care and Maintenance. Landlord shall deliver the Leased Premises in “as is” condition. Tenant shall maintain the Leased Premises and any Improvements made thereto in a clean, attractive condition and good state of repair, shall make such repairs to the Leased Premises as shall from time to time be required by the CAO or authorized representative, shall not abandon the Leased Premises or permit the Leased Premises to become vacant or deserted, and shall not commit or allow any waste or damage to be committed on or to any portion of the Leased Premises. Tenant shall be responsible for all exterior maintenance of the Leased Premises, as well as any structural repairs and repairs to plumbing, heating, air conditioning, electrical, and mechanical systems as needed by Tenant to engage in the Permitted Use. Tenant shall not permit any noxious or offensive activity on the Leased Premises that interferes with the conduct of business on the Property or the peaceful occupancy of the Property by Landlord or other tenants. Landlord shall not be obligated to maintain, repair or replace the Leased Premises or any portion thereof, or any building, structure, fixture, equipment, or facility thereon or which may be used in connection with the use of the Leased Premises.

13.0 Environmental Terms.

13.1 Environmental Conditions of the Property. To the best of Landlord’s knowledge, the Property is free and clear of all Hazardous Substances and Wastes in violation of the Laws as of the Effective Date, and Tenant understands that Landlord has not conducted tests for the presence of lead, asbestos, radon, Freon or other refrigerant, methane, and other gases. Landlord shall not be responsible to Tenant for the correction of any environmental conditions on the Leased Premises or any violations of the Laws thereon due to the presence of any of the Hazardous Substances and Wastes. In the event that either Landlord or Tenant becomes aware of the presence of any of the Hazardous Substances and Wastes on the Property in violation of the Laws, this lease shall terminate and, at the request of Landlord, Tenant shall vacate the Property immediately.

13.2 No Illegal Use. Tenant shall not, either with or without negligence, cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances and Wastes within, over or under the Leased Premises or the Property in any manner not sanctioned by the Laws.

13.3 Environmental Indemnity. In all events, Tenant shall indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments penalties, costs, liabilities or losses, including, but not limited to, any and all sums paid for settlement of claims, attorneys’ fees, consultants’ fees and experts’ fees, arising from the presence or release of any of the Hazardous Substances and Wastes on the Leased Premises if caused by Tenant or persons acting under the direction or control of Tenant. The indemnification contained in this provision specifically includes costs incurred in connection with any investigation

or audit of site conditions and any remedial, removal, or restoration work required by any governmental authority.

13.4 Survival. Notwithstanding any other provisions in this Agreement, the provisions of this Section 13 shall survive termination of this Agreement.

14.0 Indemnity. Tenant agrees to indemnify, defend and hold Landlord and Landlord's officers, agents, contractors and employees harmless against and from any and all actual, threatened or alleged claims of liability or loss, causes of action, judgments, penalties, fines, administrative actions and costs, including without limitation attorney's fees and court costs, relating to, resulting from or arising out of the making of this Agreement, a breach of this Agreement, or any act or omission by Tenant, or Tenant's officers, employees, agents, contractors, subcontractors, invitees or licensees, in connection with Tenant's use or occupation of the Leased Premises. If, on account thereof, suit shall be brought against Landlord, either independently or jointly with Tenant, Tenant will defend Landlord in any such suit. If a final judgment is obtained against Landlord, either independently or jointly with Tenant, Tenant will pay such judgments with all costs and hold the City harmless therefrom. Nothing herein may be construed as a waiver of the sovereign immunity granted to City by the Commonwealth of Virginia Constitution, statutes, and applicable case law. This paragraph will survive the termination of this Agreement.

15.0 Insurance. Throughout the Term, Tenant shall, at its own expense, maintain liability insurance policies in a form reasonably acceptable to Landlord and in all cases sufficient to fund Tenant's financial obligations set forth in this Agreement. These policies shall include, but need not be limited to the following:

- (i) Commercial General Liability insurance policy with limits of not less than two million dollars (\$2,000,000) combined single limit for each occurrence for bodily injury and property damage;
- (ii) Business Automobile Liability insurance, to include Auto Physical Damage coverage, in the amount of one million dollars (\$1,000,000) combined single limit covering all owned, non-owned borrowed, leased or rented motor vehicles operated by Tenant or its third-party agents. In addition, all motorized equipment, both licensed and not licensed for road use, operated or used by Tenant or its third-party agents within the Property will be insured under either a standard Automobile Liability policy or a Comprehensive General Liability policy;
- (iii) To the extent required by the Code of Virginia and other applicable Virginia laws and regulations, Workers' Compensation insurance in an amount no less than one hundred-thousand dollars (\$100,000), or in amounts not less than the minimum required by the Virginia Code and other applicable law, rules, and regulations:

- (iv) Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each accident/disease/policy limit;
- (v) Umbrella Liability insurance maintained above the primary Commercial General Liability, Business Automobile Liability and Employer's Liability policies required herein. The limit of such Umbrella Liability insurance shall not be less than two million dollars (\$2,000,000) each occurrence and aggregate.

All such policies shall i) be issued by companies duly authorized or permitted to conduct business in the Commonwealth of Virginia and having a Best's Key Rating of at least A: VI, ii) shall insure Tenant and, with the exception of Workers Compensation and Employer's Liability policies, include Landlord as an additional insured as its interest may appear, iii) shall be primary to any insurance coverage the City may possess, and iv) shall be written or endorsed so as to preclude the exercise of the right of subrogation against Landlord. Upon request, Tenant shall provide a certificate of liability insurance demonstrating that Tenant is maintaining the insurance requirements of this paragraph. Where applicable, each certificate shall identify Landlord as an additional insured as its interest may appear.

16.0 Condemnation. If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain or agreement in lieu thereof, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking of the Leased Premises, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Leased Premises by giving written notice to the other within thirty (30) days after such date. In the event of any taking, Tenant shall have no claim against Landlord or against the condemning authority for the value of any leasehold estate or for the value of the unexpired Lease Term (and Tenant hereby assigns to Landlord any right or interest to any award applicable thereto), provided that the foregoing shall not preclude any claim that Tenant may have against the condemning authority for the unamortized cost of leasehold improvements, to the extent the same were installed at Tenant's expense, or for loss of business or moving expenses or other damages and losses.

17.0 Compliance with Laws; Liens.

17.1 Compliance with Laws. Tenant shall, at Tenant's sole cost and expense, comply with all Laws relating to the Leased Premises and Tenant's use thereof.

17.2 Liens. Tenant shall not encumber the Leased Premises with any materialmen's or mechanic's lien, nor shall Tenant suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of Tenant's actions or failure to act, Tenant shall at its sole cost, within thirty (30) days after the lien is filed, discharge the lien or post a bond in the amount of the lien. This paragraph will survive termination of this Agreement.

18.0 Breach and Default.

- 18.1 Breach.** In the event there is a breach by either party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such notice, the non-breaching Party shall have thirty (30) days in which to cure any breach.
- 18.2 Default.** The failure of either Party to cure a breach of this Lease in accordance with the cure period set forth in paragraph 18.1 above shall result in a default.
- 19.0 Remedies for Default.**
- 19.1 Non-Defaulting Party May Correct Default.** Upon a default, the non-defaulting Party may, at its option but without obligation to do so, perform the defaulting party's duty or obligation on the defaulting party's behalf. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefor. This paragraph will survive termination or expiration of this Lease.
- 19.2 Non-Defaulting Party May Terminate.** In the event of a default by either party, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such default, the non-defaulting party may terminate the Lease and pursue any remedy now or hereafter available to the non-defaulting party under the Laws or the judicial decisions of the Commonwealth of Virginia. In the event of a default by Tenant, then, at the option of Landlord, Tenant's right of possession thereupon shall cease, and Landlord shall be entitled to terminate this Lease.
- 19.3 Parties' Rights Cumulative.** The rights of each party set forth in this Lease upon a breach or default by the other shall be cumulative, and the exercise of any right shall not exclude the exercise of any other right.
- 20.0 Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable for any special, indirect, or consequential damages on account of any matter relating to or arising out of this Agreement, or any action or inaction, even if the other Party, to the extent applicable, is advised of those damages or the possibility of those damages. This limitation applies whether the damages are said to be based upon negligence, breach of contract, breach of warranty, or strict or any other kind of liability.
- 21.0 Entire Agreement; Amendments; No Waiver; Severability.**
- 21.1 Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

- 21.2 Amendments.** This Agreement may be amended, modified and supplemented only by the written consent of both Parties preceded by all formalities required as prerequisites to the signature by each Party to this Agreement.
- 21.3 No Waiver.** The failure of either of the Parties to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this agreement shall not constitute waiver of a subsequent breach.
- 21.4 Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.
- 22.0 Governing Law; Forum Choice.**
- 22.1 Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 22.2 Forum Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.
- 23.0 Assignment; Sublease.** Tenant may neither sell, assign, sublease, nor otherwise transfer this Agreement without the prior written consent of Landlord.
- 24.0 Notices.** Each party shall give any notice required or permitted to be given under this Agreement in writing and such notice shall be delivered by certified mail, postage prepaid, return receipt requested; or by a commercial overnight carrier that provides next day delivery and provides a receipt. Such notice shall be addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

TENANT: Challenge Discovery Projects, Inc.
1503 Santa Rosa Rd, Suite 211
Henrico, VA 23229
Attn: Daniel R. Stembridge
Email: DanStembridge@challengediscoveryprojects.org

LANDLORD: City of Richmond
Department of Economic Development and Planning
900 E. Broad Street, Room 1603
Richmond, VA 23219
Attn: Paul McClellan

With a copy to: Office of the City Attorney
City of Richmond
900 E. Broad Street, Room 400
Richmond, Virginia 23219
Attn: Neil Gibson

Unless otherwise stated in this Agreement, notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 25.0 Captions.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.
- 26.0 Survival.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive termination of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall survive such termination.
- 27.0 Partial Invalidity; Authority.** If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- 28.0 Signature Authority.** Upon authorization of this Agreement by the City Council, the CAO shall have the authority to execute this Agreement on behalf of Landlord, and, except as otherwise provided herein, the CAO or her designee shall have the authority to provide any notices or authorizations contemplated under this Agreement on behalf of Landlord.
- 29.0 Subject to Appropriation.** Notwithstanding any provision of this Agreement to the contrary, Landlord shall be liable under this Agreement, financially and otherwise, only to the extent that funds are appropriated by the City Council of the City of Richmond, Virginia on a no-less-frequent basis than once per Landlord's fiscal year.

IN WITNESS WHEREOF, as authorized by Ordinance No. _____ approved by the Richmond City Council on _____, this Agreement has been entered into as of the Effective Date by duly authorized officers of the Parties.

CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia

By: _____
Lenora G. Reid
Acting Chief Administrative Officer

Date: _____

APPROVED TO FORM:

Neil Gibson

Senior Assistant City Attorney

APPROVED AS TO TERMS:

Manager Real Estate Strategies

CHALLENGE DISCOVERY, INC., a Virginia nonprofit and non-stock corporation

By: _____
Daniel R. Stembridge
Executive Director

Date: _____

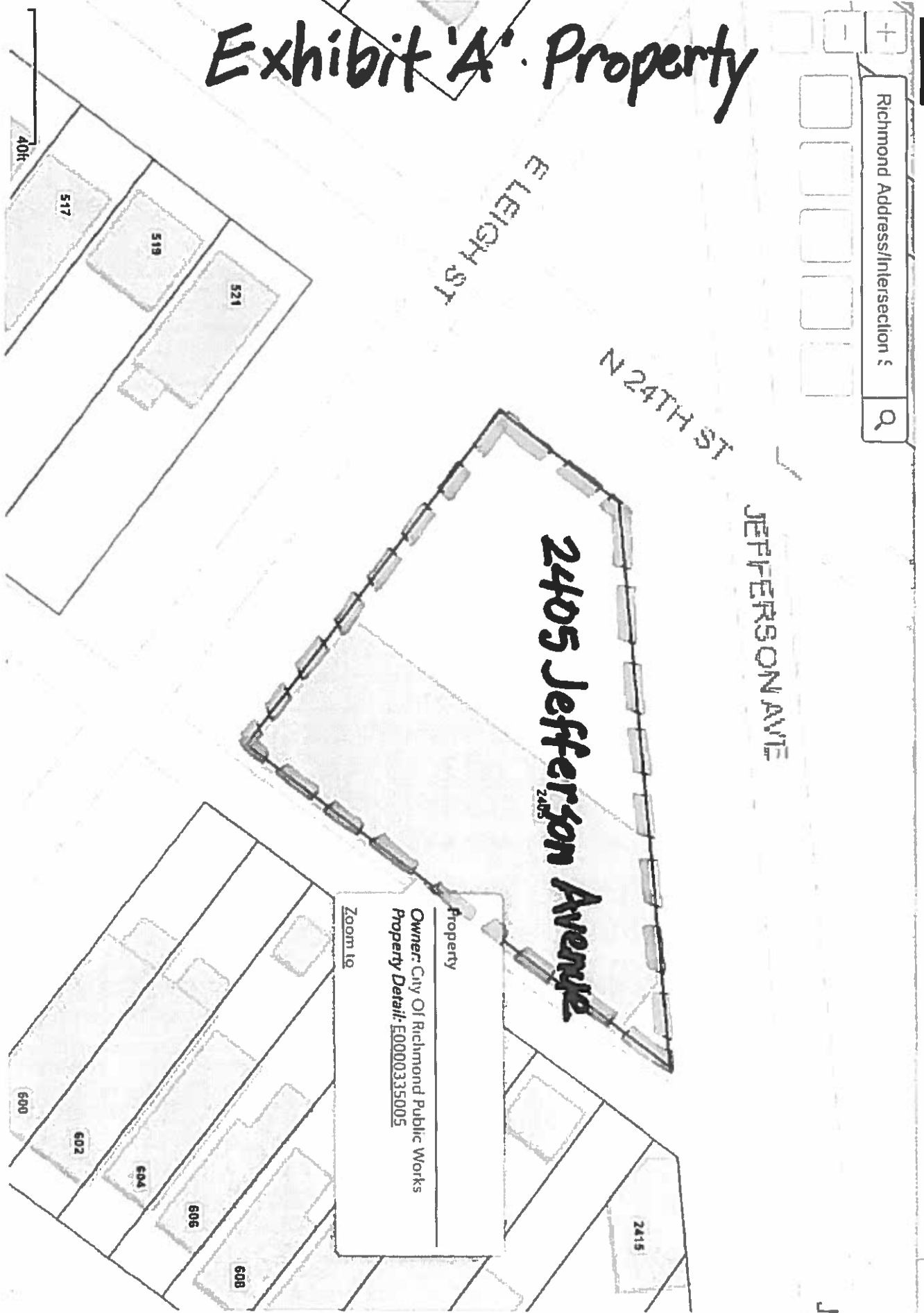


Richmond Parcel Mapper

Richmond Address/Intersection :



Exhibit 'A' Property



Property

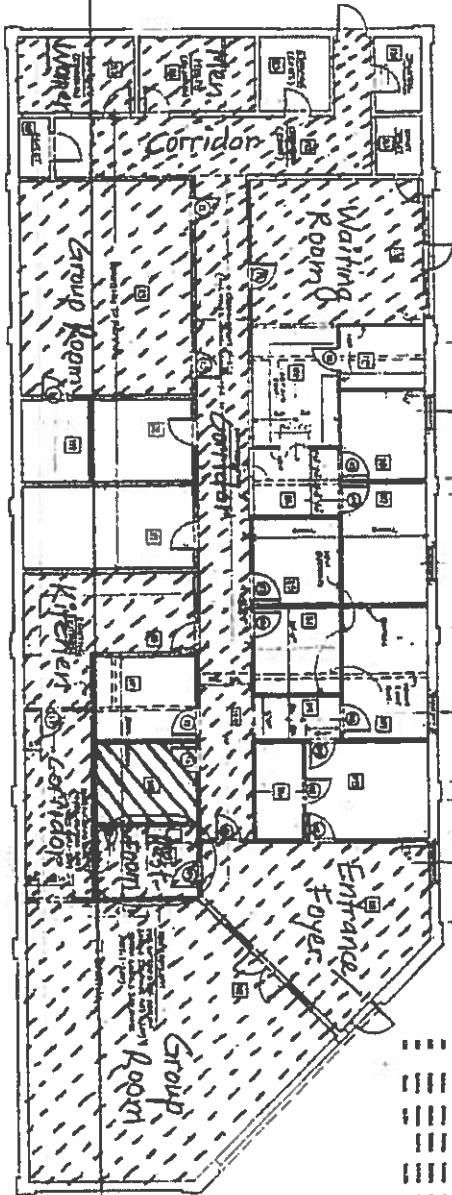
Owner: City Of Richmond Public Works

Property Detail: E0000335005

Zoom to

Exhibit "B" Leased Premises

PULL-FIRST FLOOR
A-11-11



Office retained by the City and excluded from Premises
Common Areas

- KEY**
- Office retained by the City and excluded from Premises
 - Common Areas
 - Other
 - Other

CHARLES
AQUINO
Interior Alterations to:
2405 Jefferson Avenue
Richmond, Virginia

DATE: 07/11
DRAWN BY: [Signature]
CHECKED BY: [Signature]
REVISED BY: [Signature]



A1