

INTRODUCED: October 12, 2020

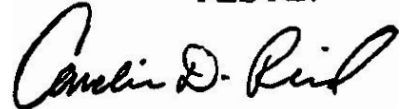
AN ORDINANCE No. 2020-221

To authorize the Chief Administrative Officer, for an on behalf of the City of Richmond, to execute a Sublease Agreement between the City of Richmond as sublandlord and UGK Community First Corp. as subtenant for the purpose of leasing to UGK Community First Corp. a portion of the City-owned building located at 1400 Oliver Hill Way.

Patron – Mrs. Robertson

Approved as to form and legality
by the City Attorney

**A TRUE COPY:
TESTE:**



City Clerk

PUBLIC HEARING: NOV 9 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 Sublease Agreement between the City of Richmond as sublandlord and UGK Community First Corp. as subtenant for the purpose of leasing to UGK Community First Corp. a portion of the City-owned building located at 1400 Oliver Hill Way. Such Sublease 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: NOV 9 2020 REJECTED: _____ STRICKEN: _____



Richmond City Council

The Voice of the People

Richmond, Virginia

Office of the Council Chief of Staff

Ordinance/Resolution Request

TO Haskell Brown, Interim Richmond City Attorney
Richmond Office of the City Attorney

THROUGH Lawrence R. Anderson
Council Chief of Staff

FROM William E. Echelberger, Jr, Council Budget Analyst

COPY Ellen F. Robertson, 6th District Representative
Tabrica C. Rentz, Interim Deputy City Attorney
Meghan K. Brown, Deputy Council Chief of Staff
Tavares M. Floyd, 6th District Liaison

DATE October 8, 2020

PAGE/s 1 of 2

TITLE Underground Kitchen Sublease

This is a request for the drafting of an **Ordinance** **Resolution**

REQUESTING COUNCILMEMBER/PATRON

Ellen F. Robertson, 6th District
Representative

SUGGESTED STANDING COMMITTEE

Finance and Economic Development

ORDINANCE/RESOLUTION SUMMARY

The patron requests an ordinance to authorize a sublease agreement between the City of Richmond and UGK Community First, Corp, for the use of real property, located at 1400 Oliver Hill Parkway in the City of Richmond known as Tax Parcel No. E0000452072.

- The sublease shall be for a term of three years.
- Up to two term extensions shall be allowed.
- The annual rental payment for the sublease shall be \$1.00.

BACKGROUND

Summary:

- The City of Richmond currently leases the property at 1400 Oliver Hill Parkway from Virginia Commonwealth University.
- The City of Richmond owns all improvements located on the property, including a one one-story brick building known as the Annie E. Giles Community Center.
- UGK Community First, Corp is a not-for-profit (UGK - Underground Kitchen) that will use the subleased facility to:
 - Run its kitchen to provide services to the Eastview community, the homeless community, and Richmond Public Schools, and

- Provide a culinary training program for the community.
- To date, Underground Kitchen has delivered more than 50,000 meals to food insecure communities around the metro Richmond region. – UGK Community First website.

FISCAL IMPACT STATEMENT

Fiscal Impact Yes No

Budget Amendment Required Yes No

Estimated Cost or Revenue Impact

There is no cost or significant revenue to the City of Richmond.

Attachment/s Yes No

Richmond City Council Ordinance/Resolution Request Form/updated 10.5.2012 /us

SUBLEASE AGREEMENT

THIS SUBLEASE 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 Sublandlord, and **UGK COMMUNITY FIRST, CORP.**, a Virginia nonprofit and non-stock corporation, hereinafter designated as Subtenant. Sublandlord and Subtenant are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

RECITALS

- A. Sublandlord, pursuant to a ground lease (the "Lease") dated _____, 2015, leases from the Commonwealth of Virginia, Virginia Commonwealth University (the "Owner") certain real property, located at 1400 Oliver Hill Parkway in the city of Richmond, Virginia, known as Tax Parcel No. E0000452072, and identified as "Reconfigured Parcel 1A" on the plat attached hereto and made a part hereof as Exhibit A (the "Property").
- B. Sublandlord, pursuant to the Lease and that Deed of Improvements attached thereto, owns all improvements located on the Property, including that one (1)-story brick building known as the Annie E. Giles Community Center, formerly known as the Conrad Center (the "Building"), as identified on Exhibit A.
- C. Subtenant desires to sublease from Sublandlord, and Sublandlord desires to sublease to Subtenant, in accordance with the terms of this Agreement, a portion of the Building, together with all improvements, fixtures, and machinery thereon and appurtenances thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, Sublandlord and Subtenant 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 Subleased Premises by Subtenant during the Term.
- 2.5 Laws.** “Laws” means i) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, and zoning and land use regulations, including all rules and orders established by the Commonwealth of Virginia concerning Covid-19, 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 the preparation of low cost, healthy meals for off-premises distribution to food insecure communities in the Richmond metropolitan area, and the provision of culinary job training.
- 2.7 Primary Entrance.** Primary Entrance means the double door entrance at the northwestern corner of the Building, shown on the floor plan attached hereto and incorporated herein as Exhibit B.
- 2.7 Rental Fee.** Rental Fee means the payment owed Sublandlord by Subtenant for each twelve (12)-month period that Subtenant subleases the Subleased Premises.
- 2.8 Subleased Premises.** Subleased Premises means (i) one thousand, nine hundred and eighty-eight (1,988) square feet, more or less, of kitchen and office space at the north end of the Building together with all improvements, fixtures, and machinery thereon and appurtenances thereto, but not including any exterior walls of the Building, all as shown on Exhibit B, and (ii) four parking spaces at the north end of the Property, as shown on Exhibit A
- 2.9 Subtenant Parties.** Subtenant Parties means Subtenant’s officers, employees, agents, contractors, subcontractors, invitees, and licensees.
- 2.10 Term.** Term means the period of time during which Sublandlord agrees to sublease the Subleased Premises to Subtenant and shall comprise the period set forth in paragraph 4.0 below, plus any Term Extensions.
- 2.11 Term Extension.** Term Extension means a one (1)-year extension of the Term, to commence on an anniversary of the Effective Date and to expire at 11:59 p.m. on the three hundred and sixty-fifth (365th) day thereafter.
- 3.0 Sublease.** Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, of which Subtenant shall have exclusive use and possession during the Term, subject to the conditions of this Agreement.

- 4.0 Term.** The Term will be three (3) years, to commence on the ___ day of _____, 2020 and to expire at 11:59 p.m. on the ___ day of _____, 202_, unless the Parties extend the Term in accordance with paragraph 4.1 below.
- 4.1 Term Extension.** Subtenant may request approval from Sublandlord of up to two (2) Term Extensions, which approval the CAO may grant at her sole discretion and in which event the Parties shall accordingly amend this Agreement. Subtenant shall inform Sublandlord of its desire to extend the Term no later than ninety (90) days prior to expiration of either the Term or the Term as extended, if extended.
- 5.0 Rent.** Subtenant shall pay Sublandlord a Rental Fee in the amount of **ONE AND NO/100 DOLLARS (\$1.00)**, in advance, on the Effective Date and on each succeeding anniversary thereof during the Term. Subtenant 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 Subleased Premises.** Subtenant shall only use and permit the use of the Subleased Premises for the Permitted Use, unless Sublandlord approves otherwise by prior written notice. Subtenant may engage in the Permitted Use twenty-four hours per day, seven days per week during the Term.
- 6.2 Access to Subleased Premises.** Subtenant may only enter the Building through the Primary Entrance, to which Subtenant shall have card reader access. In the event Sublandlord installs security fencing to limit public access to the Primary Entrance and the parking area at the north end of the building, as shown on Exhibit A, Sublandlord shall provide Subtenant a key code to access the Subleased Premises.
- 6.2 Use of the Property.** Subtenant may use the outdoor portions of the Property not included within the Subleased Premises for the purpose of pedestrian and vehicular access to the Subleased Premises, except that Subtenant shall neither use nor permit the use by Subtenant Parties of parking spaces not included in the Subleased Premises. In the event Subtenant desires to perform work on the Subleased Premises in accordance with Section 8 below, Subtenant must submit a plan to Sublandlord 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 Sublandlord's prior written consent, which Sublandlord may withhold at its sole discretion. Subtenant shall restore to its original condition, as reasonably determined by Sublandlord, any portion of the Property damaged or disturbed by Subtenant or the Subtenant Parties during the Term. Subtenant shall not use or permit

use of the Sublicensed Premises in a manner that is not in accordance with the Laws or this Agreement.

- 7.0 Utilities and Services.** Subtenant shall pay and shall discharge punctually to Sublandlord, on the first day of each month during the Term and also on the final day of the Term, twenty-six percent (26%) of those charges against the Property 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, and Sublandlord shall not be obligated to provide such utilities and services. Each such payment shall be based on all utilities and services charges against the Property during the Term for the month (or portion thereof as applicable) prior to payment, as calculated by Sublandlord. Subtenant shall pay and shall discharge punctually, as and when the same shall become due and payable, all taxes assessed against or owed by Subtenant (including, but not limited to, taxes on licenses, meals, and admission). Subtenant shall additionally pay Sublandlord, on each anniversary of the Effective Date during the Term and also on the final day of the Term, an amount demanded by Sublandlord that is equivalent to four percent (4%) of Sublandlord's annual payment for special and general assessments; payments in lieu of taxation; stormwater fees, and; other governmental impositions and charges of every kind and nature whatsoever affecting the Property.
- 8.0 Improvements; Signage.** Subtenant shall not make any Improvements to or install any signage within the Subleased 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 Subtenant'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 Sublandlord, and Subtenant, in accordance with Section 10 below, shall remove all signage, and any Improvements the CAO elects not to retain, from the Subleased Premises and restore the Subleased Premises to its prior condition.
- 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.** Sublandlord may terminate this Agreement at will, which termination shall become effective ninety (90) days after Sublandlord issues a written termination notice to Subtenant.
- 9.2 Force Majeure.** Whenever the Subleased 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.** Subtenant shall not hold over upon termination or expiration of this Agreement. If Subtenant fails to vacate the Subleased Premises upon such termination or expiration, such failure shall not confer to Subtenant any rights to occupy the Subleased Premises or further tenancy, regardless of the acts or omissions of Sublandlord, Subtenant, or any of Sublandlord's employees or agents, including but not limited to Subtenant's possession of the Subleased Premises and any payment to Sublandlord and Sublandlord's acceptance of payment and failure to evict Subtenant from the Subleased Premises. If Tenant holds over in violation of this paragraph, Subtenant shall daily pay to Sublandlord, 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.** Subtenant shall, upon termination or expiration of this Agreement, peacefully surrender possession of the Subleased Premises to Sublandlord and, subject to the terms of Section 8 above, have removed all of its personal property, which shall include any property Subtenant has affixed to the Subleased Premises, from beneath, upon, or above the Subleased Premises, and have restored the Subleased Premises to its condition as when delivered to Subtenant, reasonable wear and tear and damage beyond Subtenant's control excepted. If Subtenant does not so remove its personal property from the Subleased Premises, Sublandlord may do so at Subtenant's cost and expense and without incurring liability to Subtenant for damages that may directly or indirectly result therefrom, or Sublandlord may allow such property to remain on the Subleased Premises, in which case title to such property shall vest in Sublandlord. This Section will survive termination of this Agreement.
- 11.0 Right of Entry.** At any time during the Term, Sublandlord and any representative of Landlord's choosing shall have the right to enter the Subleased Premises to inspect the Subleased Premises to ensure compliance with the terms of this Agreement, to make repairs or alterations to the Subleased Premises, or for any other lawful reason. Sublandlord shall provide Subtenant at least twelve (12) hours' prior notice before any such entry, which notice Sublandlord may give by email to _____, provided that such notice shall not be necessary in cases of emergency.
- 12.0 Care and Maintenance.** Sublandlord shall deliver the Subleased Premises in "as is" condition. Subtenant, in accordance with the Laws, shall maintain the Subleased Premises and any Improvements made thereto in a clean, attractive condition and good state of repair; shall make such repairs to the Subleased Premises as shall from time to time be required by the CAO or authorized representative; shall not abandon the Subleased Premises or permit the Subleased 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 Subleased Premises. Subtenant shall be responsible for any structural repairs to the

Subleased Premises and repairs to plumbing, heating, air conditioning, electrical, and mechanical systems as needed by Subtenant to engage in the Permitted Use. Subtenant shall not permit any noxious or offensive activity on the Subleased Premises that interferes with the conduct of business on the Property or the peaceful occupancy of the Property by Sublandlord or other subtenants. Sublandlord shall not be obligated to maintain, repair or replace the Subleased 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 Subleased Premises.

13.0 Environmental Terms.

13.1 Environmental Conditions of the Property. Sublandlord shall not be responsible to Subtenant for the correction of any environmental conditions on the Subleased Premises or any violations of the Laws thereon due to the presence of any of the Hazardous Substances and Wastes, and Subtenant understands that Sublandlord has not conducted tests for the presence of lead, asbestos, radon, Freon or other refrigerant, methane, and other gases. In the event that either Sublandlord or Subtenant 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 Sublandlord, Subtenant shall vacate the Property immediately.

13.2 No Illegal Use. Subtenant 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 Subleased Premises or the Property in any manner not sanctioned by the Laws.

13.3 Environmental Indemnity. In all events, Subtenant shall indemnify and hold Sublandlord 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 Subleased Premises if caused by Subtenant or persons acting under the direction or control of Subtenant. 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. Subtenant agrees to indemnify, defend and hold Sublandlord, Sublandlord's officers, agents, contractors and employees, and Owner 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 Subtenant or the

Subtenant Parties in connection with Subtenant's use or occupation of the Subleased Premises. If, on account thereof, suit shall be brought against Sublandlord, Owner, or both, either independently or jointly with Subtenant, Subtenant will defend Sublandlord and Owner in any such suit. If a final judgment is obtained against Sublandlord, Owner, or both, either independently or jointly with Subtenant, Subtenant will pay such judgments with all costs and hold Sublandlord and Owner harmless therefrom. Nothing herein may be construed as a waiver of the sovereign immunity granted to Sublandlord and Owner 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, Subtenant shall, at its own expense, maintain liability insurance policies in a form reasonably acceptable to Sublandlord and in all cases sufficient to fund Subtenant'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 Subtenant or its third-party agents. In addition, all motorized equipment, both licensed and not licensed for road use, operated or used by Subtenant 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 Subtenant and, with the exception of Workers Compensation and

Employer's Liability policies, include Sublandlord and Owner as additional insureds as their interests may appear, iii) shall be primary to any insurance coverage Sublandlord and Owner may possess, and iv) shall be written or endorsed so as to preclude the exercise of the right of subrogation against Sublandlord and Owner. Upon request, Subtenant shall provide a certificate of liability insurance demonstrating that Subtenant is maintaining the insurance requirements of this paragraph. Where applicable, each certificate shall identify Sublandlord and Owner as an additional insureds as their interests may appear.

Subtenant shall likewise ensure the Subtenant Parties possess insurance coverage that meets or exceeds the insurance coverage requirements described in this Section 15, and Subtenant shall provide Sublandlord proof of such coverage upon request.

16.0 Condemnation. If all or any part of the Subleased Premises shall be taken as a result of the exercise of the power of eminent domain or agreement in lieu thereof, this Sublease shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking of the Subleased Premises, either Sublandlord or Subtenant shall have the right to terminate this Agreement as to the balance of the Subleased Premises by giving written notice to the other within thirty (30) days after such date. In the event of any taking, Subtenant shall have no claim against Sublandlord or against the condemning authority for the value of any leasehold estate or for the value of the unexpired Term (and Subtenant hereby assigns to Sublandlord any right or interest to any award applicable thereto), provided that the foregoing shall not preclude any claim permitted by law that Subtenant may have against the condemning authority for the unamortized cost of Improvements made, if any, or for loss of business or moving expenses or other damages and losses.

17.0 Compliance with Laws; Liens.

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

17.2 Liens. Subtenant shall not encumber the Subleased Premises with any materialmen's or mechanic's lien, nor shall Subtenant suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of Subtenant's actions or failure to act, Subtenant 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 Agreement 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 Agreement.
- 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 Agreement 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 Subtenant, then, at the option of Sublandlord, Subtenant's right of possession thereupon shall cease, and Sublandlord shall be entitled to terminate this Agreement.
- 19.3 Parties' Rights Cumulative.** The rights of each party set forth in this Agreement 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, 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, unless otherwise permitted by 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.** Subtenant may neither sell, assign, sublease, nor otherwise transfer this Agreement without the prior written consent of Sublandlord.
- 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):

SUBTENANT:

SUBLANDLORD: 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

And a copy to: Capital Assets and Real Estate
Virginia Commonwealth University
800 West Broad Street, 2nd Floor Rear Entrance
Richmond, VA 23284

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 Sublandlord, 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 Sublandlord, including amending this Agreement for purposes of extending the Term.
- 29.0 Subject to Appropriation.** Notwithstanding any provision of this Agreement to the contrary, Sublandlord 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 Sublandlord's fiscal year.
- 30.0 No Liability of Owner.** The Parties agree that Owner shall have no liability for any damages, losses, judgments, penalties, fines, administrative actions, and costs, including without limitation attorney's fees and court costs, relating to, resulting from, or arising

out of this Agreement and suffered by Sublandlord or Subtenant. Nothing herein may be construed as a waiver of the sovereign immunity granted to Sublandlord and Owner by the Commonwealth of Virginia Constitution, statutes, and applicable case law. This paragraph will survive the termination of this Agreement.

***[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON NEXT PAGE]***

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

UGK COMMUNITY FIRST, CORP., a Virginia nonprofit and non-stock corporation,

By: _____

Date: _____

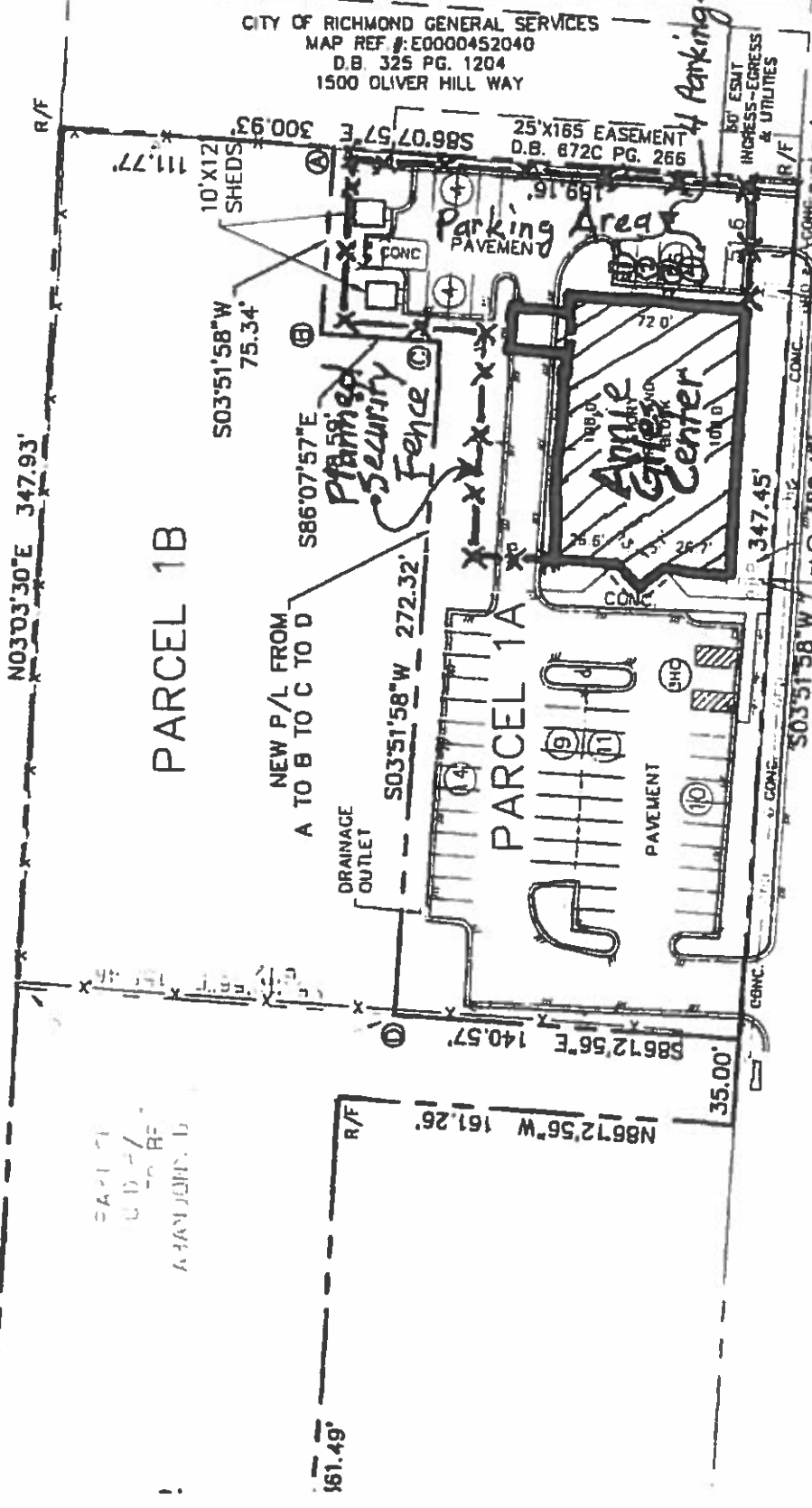


BOUNDARY SURVEY OF
TAYLOR &
PROPERTY LINE
WITH 1070 OLIVER HILL
D, VIRGINIA.

U.S. 406 P.G. 2158

EXHIBIT A

03°30'E 358.41'



CITY OF RICHMOND GENERAL SERVICES
MAP REF #: E0000452040
D.B. 325 PG. 1204
1500 OLIVER HILL WAY

25'X165' EASEMENT
D.B. 672C PG. 266

NO. 6
METAL SIGN

WATER VAULT

GROUND LAMPS
176

BRICK SIGN

OLIVER HILL WAY

1440.17 TO THE
S/L OF HOSPITAL
ST EXT'D.

REVIEW

COMMONWEALTH OF VIRGINIA, VCU

MAP REF. #: E0000452072

INST. #: 97-17787

1400 OLIVER HILL WAY

2.382 ACRES

RECONFIGURED PARCEL

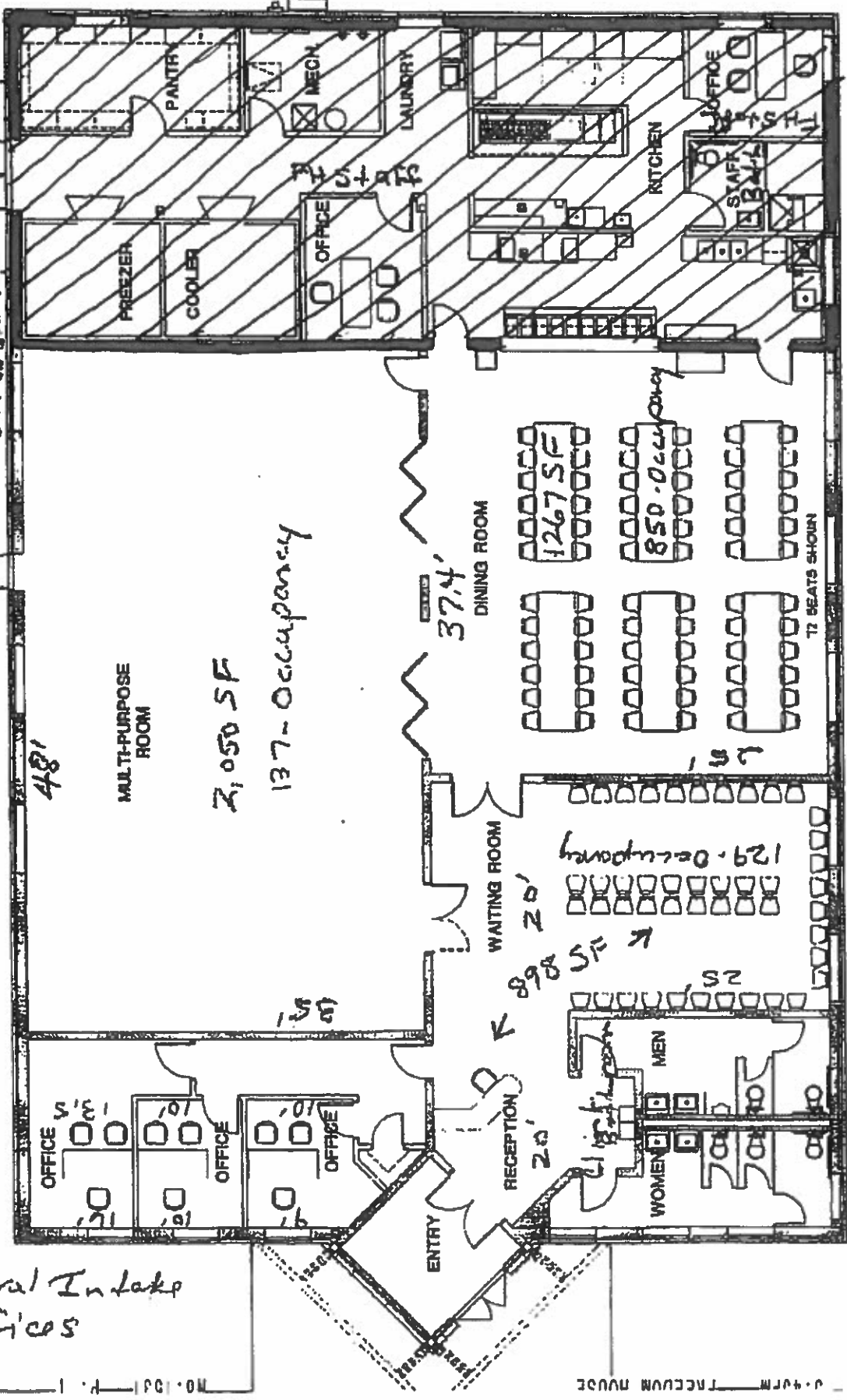
1A 1.204 ACRES (REMAINING)

1B 1.178 ACRES (REMOVED)

2.382 ACRES
-1.178 ACRES
1.204 ACRES TOTAL

EXHIBIT B

Emergency exit
Must remain
Accessible
Primary Tenant
Entrance



1000 OLIVER HILL PARKWAY
RICHMOND, VIRGINIA

Premises
±/- 1,988 sf.



Central Intake
Offices