

INTRODUCED: October 11, 2021

AN ORDINANCE No. 2021-294

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease between the City of Richmond as lessor and the Greater Richmond Transit Co. as lessee for the purpose of leasing to the Greater Richmond Transit Co. a certain portion of the City-owned property located at 808 East Clay Street.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

**A TRUE COPY:
TESTE:**
Candice D. Reed
City Clerk

PUBLIC HEARING: NOV 8 2021 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 between the City of Richmond as lessor and the Greater Richmond Transit Co. as lessee for the purpose of leasing to the Greater Richmond Transit Co. a certain portion of the City-owned property located at 808 East Clay Street. Such Lease 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: 9 NOES: 0 ABSTAIN: _____

ADOPTED: NOV 8 2021 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND

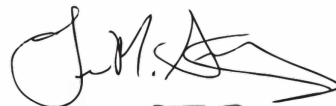
INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: September 15, 2021 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor



THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer



THROUGH: Robert Steidel, DCAO, Operations



FROM: Bobby Vincent Jr., Director of Public Works

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO A LEASE AGREEMENT WITH THE GREATER RICHMOND TRANSIT COMPANY AT 808 E. CLAY STREET.

ORD. OR RES. No. _____

PURPOSE: To Authorize the Chief Administrative Officer to enter into a lease agreement with the Greater Richmond Transit Company (GRTC) for real property located at 808 E. Clay Street, Richmond, Virginia, 23219.

REASON: The City wishes to lease and operate a portion of 808. E. Clay Street as a temporary transfer center to be used as part of its transit system for the purpose of loading, unloading, or transferring passengers between transit routes, such facility thus designed to accommodate several buses at once to permit such transfer. GRTC is the City's sole public transportation provider and needs a temporary site to make transfers in order to provide our citizens with adequate transit services.

BACKGROUND: GRTC currently occupies the right of way adjacent to the City of Richmond Public Safety Building on 9th Street between Marshall Street and Leigh Street as their Temporary Transfer Plaza. The Public Safety Building property was recently sold by the City and is anticipated to be demolished and redeveloped, with demolition beginning as soon as September 2021. In coordination with the City of Richmond, GRTC plans to relocate the Temporary Transfer Plaza to the surface parking lot at 8th Street and Clay Street. The site condition process is underway and design and construction will follow. This includes any necessary curb cuts, ADA accommodations, safety bollards and pavement upgrades.

RECOMMENDATION: Approval is recommended by the City Administration

FISCAL IMPACT / COST: The City will receive rent of one dollar for each lease term.

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: The City will receive nominal rent of one dollar annually.

DESIRED EFFECTIVE DATE: Upon adoption of this ordinance.

REQUESTED INTRODUCTION DATE: October 11, 2021

CITY COUNCIL PUBLIC HEARING DATE: November 8, 2021

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing & Transportation Standing Committee Meeting on October 19, 2021

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: Lease Agreement has been approved to form by GRTC.

AFFECTED AGENCIES: Department of Public Works

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Lease Agreement, Temp Site design (Exhibit A: 90% Design plans available upon request.

STAFF: Dironna Moore Clarke, Office of Equitable Transit and Mobility

LEASE

THIS LEASE (“Lease”) is made the ____ day of October, 2021, by and between the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, (“Landlord”) and **GREATER RICHMOND TRANSIT CO.**, a Virginia public service company, (“Tenant”).

RECITALS

A. Landlord is the record owner of certain real property located in the city of Richmond, Commonwealth of Virginia, located at 808 E. Clay Street (Tax Map Parcel No. N000-0009/001) and 800 E. Clay Street (Tax Map Parcel No. N0000009/002) (collectively, the “Property”).

B. Tenant desires to lease and operate a portion of the Property as a temporary facility used as part of its transit system for the purpose of loading, unloading, or transferring passengers between transit routes, such facility thus designed to accommodate several buses at once to permit such transfer (“Transfer Center”). The portion of the Property to be so leased and operated by Tenant is shown outlined in yellow on the plan entitled "GRTC Temporary Transfer Center Concept Plan," prepared by Kimley Horn and dated June 4, 2021 attached hereto as “Schedule A” and incorporated herein (the “Premises”).

C. Tenant has been occupying the right-of-way adjacent to the Landlord’s Public Safety Building on 9th Street between E. Marshall Street and Clay Street as a temporary transfer station. Landlord sold the Public Safety Building and demolition of that structure could begin as early as December 2021, making it impossible for Tenant’s temporary transfer station to remain in its current location.

D. Tenant and Landlord intend to work to identify and construct a permanent transfer station in the vicinity of downtown Richmond.

E. The Premises will allow for the design of a sheltered and safe Transfer Center, with appropriate infrastructure to serve passengers and bus operators in a dignified and humane way including at a minimum shelters and benches for riders, restrooms for operators, and lighting, pedestrian connectivity, and ADA accessibility.

F. Tenant desires to lease from Landlord the Premises and Landlord desires to lease the Premises to Tenant.

NOW, THEREFORE, the Landlord and Tenant, agree as follows:

1. **RECITALS.** The recitals set forth above are fully incorporated herein by reference.

2. **PREMISES.**

2.1 **Premises and Grant.** Landlord hereby grants and demises to Tenant, and Tenant hereby leases and rents from Landlord, the Premises, located at 808 E. Clay Street, being a portion of Tax Map Parcel No. N000-0009/001 and 800 E. Clay Street (Tax Map Parcel No. N0000009/002) totaling approximately 1.5 acres of land, more or less, located in the city of Richmond, Virginia, upon and subject to the terms and conditions of this Lease. The Premises are is shown outlined in yellow on the plan entitled "GRTC Temporary Transfer Center Concept Plan," prepared by Kimley Horn and dated June 4, 2021 attached hereto as "Schedule A" and incorporated herein (the "Premises"). Landlord grants and demises the Premises subject to any building restrictions, regulations, and zoning ordinances of the City of Richmond; any easements; and any other matters of title which a search of the public records would disclose and any state of fact that an accurate survey would show.

2.2 **Exclusion from Premises.** Excluded from the Premises is the portion of the Property outlined in solid green, which portion presently contains 34 parking spaces at the Clay Street entrance to the Property, as shown on Schedule A, for parking for personnel of the Circuit Court of the City of Richmond working at the John Marshall Courts Building located at 400 North Ninth Street ("Parking Parcel").

2.3 **Condition of the Premises.** Landlord leases the Premises to the Tenant "as is" with all faults, without warranty or representation by Landlord as to condition or usefulness of the Premises for any purpose. Tenant covenants that it has inspected and is fully familiar with the Premises and accepts the Premises in "as is" condition.

2.4 **Delivery and Possession.** Landlord covenants to deliver quiet possession of the Premises to the Tenant on the Effective Date, subject to the terms of this Lease and provided Tenant is not in default hereunder.

3. **TERM.** The term of this Lease is five (5) years, beginning at 12:01 a.m. Eastern Standard Time on the first day of the month following approval of the Lease to Tenant by the City Council of the City of Richmond, Virginia ("Effective Date") and ending at 11:59 p.m. Eastern Standard Time on the day preceding the fifth (5th) anniversary of the Effective Date. If requested by either Landlord or Tenant, the parties shall confirm the Effective Date in writing.

4. **RENT.**

4.1 **Rent.** Tenant covenants and agrees to pay Landlord rent for the Premises in the amount of \$1.00 per year and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Landlord.

4.2 **Net Rent.** Tenant acknowledges and agrees that Rent is net to Landlord, and that all costs, expenses, and obligations of every kind whatsoever directly relating to the Premises, including, but not limited to, utilities, taxes, insurance, and maintenance will be the responsibility of the Tenant.

5. **USE.**

5.1 **Temporary Transfer Center.** Tenant is entitled to exclusive use and control of the Premises for the operation of its temporary Transfer Center and related and ancillary uses, all subject to the terms of the Lease and in accordance with all applicable laws, rules, and regulations.

5.1.2 **Vehicular Access to Premises.** Tenant shall limit the vehicular access, both ingress and egress, to the Transfer Center to the western boundary along 8th Street where the lot is at grade with the Street, as shown on Schedule A.

5.1.3 **Bus Bays.** Tenant will provide approximately 12 bus bays in a saw-tooth design that allows arrival and departure at each bay independent of whether the adjacent bays are occupied by buses and that can accommodate as approximately 10 standard buses and 2 articulated buses at a time. Tenant may also provide two or more parking spaces within the area of the Transfer Center for vehicles belonging to Tenant.

5.1.4 **Pedestrian Access and Accessibility.** Tenant shall provide access for bus patrons in at least two locations from the public right-of-way: along 8th Street near the bus entrance, and by a ramp in the northeast corner of the site near the corner of Leigh Street and 9th Street. Tenant shall provide crosswalks and ADA-accessible curb ramps to route pedestrians safely from the exterior of the site to the interior islands where boarding and alighting from buses will occur.

5.1.5 **Passenger Infrastructure.** Tenant shall provide appropriate infrastructure for bus patrons on site, including but not limited to several bus shelters, benches, and trash cans. Tenant shall provide a restroom facility for use by GRTC bus operators.

5.1.6 **Lighting.** Tenant shall improve existing site lighting for the Transfer Station to provide visibility for patrons and buses alike during night hours. Tenant shall preserve the two existing lights in the parking portion on the southern end of the lot.

5.1.7 **Signage and Advertising.** Tenant may erect signage, including advertising signage and is entitled to all resulting advertising revenues subject to the terms of the Lease and in accordance with all applicable laws, rules, and regulations. Tenant shall ensure that all signs installed in or on the Premises comply with all applicable laws, rules, and regulations, including building and zoning codes and regulations.

5.2 **Adjacent Parking.** Tenant may install fencing or other pedestrian barrier between the Parking Parcel and the Premises.

5.3 **Compliance With Laws.** The Tenant shall not use the Premises or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The Tenant shall, at its own cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by the Tenant's particular use of the

Premises, or by the Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of the Tenant in any action against the Tenant, whether the Landlord is a party thereto or not, that the Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and the Tenant. The Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall the Tenant cause, maintain or permit any nuisance in, on or about the Premises. The Tenant shall not commit or allow to be committed any waste in or upon the Premises.

6. **TAXES AND UTILITY EXPENSES.** Tenant shall pay or have paid and shall discharge punctually, as and when the same shall become due and payable, all taxes (including, but by no means 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 Premises. Tenant shall pay or ensure payment of and shall discharge punctually, as and when the same shall become due and payable, all charges for water, steam, heat, gas, electricity, telephone, sanitary sewer, coaxial or fiber optic cable, satellite, internet access and other services and utilities whether public or private, furnished to the Premises for the benefit of the Tenant or any other user.

7. **NO SERVICES BY LANDLORD.** Landlord shall not be required to furnish any service or facility to the Premises, including but not limited to heat, water, light and power, and shall not be liable to Tenant or otherwise for any failure of water supply or electric current, or of any service by any utility, or for injury or damage to person (including death) or property caused by or resulting from steam, gas, electricity, water or rain which may flow or leak from any part of the Premises or the buildings and improvements to be erected thereon, or from any pipes, appliances or plumbing works of the same, or from the street or subsurface, or from any other place, nor from interference with land or easements, however caused, except if due to the gross negligence or willful misconduct of Landlord; provided, that Tenant shall be entitled to connect to public utility systems available to the Premises, at Tenant's sole cost, and subject to Tenant complying with the applicable City of Richmond Code requirements respecting same. Landlord shall not be required to make any repairs or alterations in or to the Premises.

8. **SERVICE AGREEMENTS AND EASEMENTS.**

8.1 **Service Agreements.** Tenant may enter into agreements to service the Premises and any of Tenant's maintenance, repair and operation of the Premises without Landlord's consent, so long as such service contracts do not grant property rights to Tenant's contractor or vendor, such as a lease, sublease, easement or the like; provided, however, that Landlord shall have the right at any time to request a complete copy of any such agreement or subcontract thereof, and Tenant shall provide such a copy within 24 hours of the request excluding Saturdays, Sundays and legal holidays recognized by the City of Richmond.

8.2 **Easements.** Landlord agrees, subject to applicable law, to use commercially reasonable efforts to accommodate any reasonable requests by Tenant for the grant of reasonable easement rights across the Premises for utilities servicing and benefiting the Premises and Tenant's

use and operation thereof. Tenant shall comply with all requirements of easements granted by Landlord.

9. **SECURED INTERESTS IN TENANT'S LEASEHOLD.** Tenant shall not encumber Landlord's interests in the Premises with a mortgage, deed of trust or other kind of lien without the prior written consent of Landlord, which shall be given only after submission of all documents related to such mortgage, deed of trust or other kind of lien by Tenant to Landlord for Landlord's review and consent.

10. **COVENANT AGAINST LIENS.** If, because of any act or omission of Tenant or any occupant of the Premises or any part thereof, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or Landlord's interests in the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice of the filing of such lien, charge or order; and Tenant shall indemnify, defend with counsel satisfactory to Landlord and hold harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including attorneys' fees, resulting therefrom.

11. **ACCESS TO PREMISES.** Landlord and Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Premises or any part thereof with prior notice to Tenant, at any time without unreasonably interfering with the conduct of business operations or any construction activities thereon to inspect and examine the same and to enforce any of Landlord's rights set out herein.

12. **INSURANCE; BONDING.**

(a) Tenant shall provide and maintain throughout the Term insurance or coverage in the kinds and amounts specified in this section with an insurer, insurers, or public entity group self-insurance pool licensed to transact insurance business in the Commonwealth of Virginia, such group self-insurance coverage to be issued only by public entity pools in good standing with the Virginia Bureau of Insurance. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and, where required, shall be countersigned by duly authorized local agents of such insurers.

(b) Tenant shall pay all premiums, deductibles and other costs of the insurance required by this section, and Landlord shall have no responsibility or liability for the payment of such costs. All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

(1) Subrogation against Landlord shall be waived.

(2) Landlord and its officers, employees, agents and volunteers shall be included as additional insured on all policies for coverage types for which an additional insured endorsement is commercially available.

(3) Coverage will not be canceled, non-renewed or materially modified in a way adverse to Landlord without 30 days' (or ten days' for non-payment of premium) prior written notice to Landlord.

(4) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

(5) The insurance obtained by or on behalf of Tenant to comply with this section shall be primary as to any coverage maintained by Landlord.

(c) For all policies required by this section, Tenant shall furnish Landlord with the following evidence of coverage:

(1) A copy of one or more certificates of insurance evidencing the coverage required by this section, indicating that the policy provides or has been endorsed to provide that (i) Landlord and its officers, employees, agents and volunteers are included as additional insured (with the exception of workers' compensation) and (ii) coverage will not be canceled, non-renewed or materially modified in a way adverse to Landlord without thirty (30) days' (or ten (10) days' for non-payment of premium) prior written notice to Landlord. Tenant shall furnish Landlord with a new certificate of insurance annually before the expiration date of the policies described on the last delivered certificate of insurance.

(2) A copy of the policy endorsements providing that coverage will not be canceled, non-renewed or materially modified in a way adverse to Landlord without thirty (30) days' (or ten (10) days' for non-payment of premium) prior written notice to Landlord and providing that, where required, Landlord and its officers, employees, agents and volunteers are included as additional insured.

(3) Only if requested by Landlord, a copy of all or any part of any insurance contract or policy required by this section and a copy of any other endorsements required by this section.

(d) Tenant shall provide and maintain the following types of coverage in accordance with the requirements of this section:

(1) Commercial general liability insurance for the Premises and any abutting sidewalks and street pavements for which the Landlord and Tenant are responsible pursuant to the City Code sections governing encroachments into the City of Richmond's right of way in a single limit of at least One Million Dollars (\$1,000,000) with respect to bodily injury and real and personal property damage in a form acceptable to the Landlord in its sole discretion. Landlord will review the limits of the policy annually for adequacy, and Tenant shall cause the limits to be increased as directed by the Landlord in its sole discretion.

(2) Umbrella or excess liability insurance for liabilities in excess of the limits of the liability insurance required by this section with a limit of not less than Ten Million Dollars (\$10,000,000) in the aggregate.

(3) Automobile liability insurance with a combined limit of not less than One Million Dollars (\$1,000,000) covering all vehicles owned or leased by Tenant for use in the maintenance or operation of the Premises.

(4) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.

(5) Property insurance for the Premises in coverage amounts up to the replacement value thereof and which shall keep all buildings and improvements now existing or hereinafter constructed on the Premises insured for the benefit of Landlord against loss or damage by fire and customary extended coverage in an amount not less than the full replacement value thereof. Such policy or policies shall name Landlord as an additional insureds thereunder.

13. **INDEMNITY.**

13.1 Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, agents and employees, from and against any and all losses, claims, liabilities, damages, penalties, judgments, causes of action, proceedings, suits, costs and expenses, real or alleged, including, but not limited to, fees and costs of attorneys and other professionals and accountants, court costs and other costs of litigation, arising out of, in connection with or in any way related to any injury or death to person or property sustained by anyone in and about the Premises, resulting from, out of or in connection with the use or occupancy of the Premises, resulting from, arising out of or in connection with acts or omissions of Tenant or its officers, directors, agents, employees, contractors, subcontractors, subtenants, concessionaires, licensees, invitees, volunteers, successors or assigns, or related to or arising out of or in connection with any default by Tenant under this Lease or any failure by Tenant to fully and completely perform and comply with its obligations under this Lease.

13.2 Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons at any time on the Premises, including, but not limited to, any damage or injury to Tenant or to any of Tenant's officers, directors, agents, servants, employees, contractors, subcontractors, customers, licensees, invitees, concessionaires, subtenants, volunteers, successors or assigns, and Tenant hereby releases Landlord from the same.

14. **ENVIRONMENTAL CONDITIONS, LIABILITY, INDEMNITY.**

14.1 As stated herein, Tenant is leasing the Premises "AS IS" without warranty or guaranty, including without limitation any warranty or guarantee regarding the environmental condition of the Premises and any Hazardous Material which may be present thereon. As used in this Lease, the term "Hazardous Material" means those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or classified by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a hazardous substance pursuant to the federal "Clean Water Act", the federal "Resource Conservation and Recovery Act", or the federal "Comprehensive Environmental Response, Compensation and Liability Act", (5) excreta or other animal waste, or (6) lead.

14.2 Any Hazardous Material to be brought upon or used in or about the Premises by Tenant or its employees, contractors, subcontractors, subtenants, agents, invitees or licensees shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws, rules, regulations, directives, decrees, ordinances, codes, orders, approvals of governmental authorities, licenses or standards, including, without limitation, the federal "Comprehensive Environmental Response, Compensation and Liability Act", the federal "Resource Conservation and Recovery Act" and any state and local law, regulation, or ordinance relating to pollution or protection of human safety, health or the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of any Hazardous Material, or otherwise relating to the manufacture, processing, refining, distribution, use, management, treatment, storage, disposal, transport, recycling, reporting or handling of any Hazardous Material (collectively, "Environmental Laws"). In addition, to the extent any environmental permits are required to be obtained by Tenant or its employees, contractors, subcontractors, subtenants, agents, invitees or licensees in connection with Tenant's use, Tenant shall be responsible, at its sole cost and expense, for obtaining such permits and for immediately providing copies of all applications for such permits and copies of all issued permits to Landlord.

14.3 Neither Tenant nor its employees, contractors, subcontractors, subtenants, agents, invitees or licensees shall discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Landlord or any government authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare or safety of persons, whether located on the Premises or elsewhere, or (b) the condition, use or enjoyment of any other real or personal property.

14.4 Tenant shall maintain good spill prevention practices as recommended by governmental agencies having jurisdiction over the Premises and comply with all applicable regulations and containment practices. Any and all releases, spills, discharges, emissions, etc. occurring on the Premises shall be documented by Tenant and reported to Landlord and the appropriate authority under applicable law within twenty-four (24) hours of the occurrence thereof. Immediate steps shall be taken by Tenant in the event of an uncontained release to minimize the duration, amount and extent of any discharge to the environment. Tenant shall require all contractors and subcontractors operating on the Premises to maintain, at the Premises and available to interested parties on request, any and all material safety data sheets required by law and pertaining to materials or substances discovered, encountered, brought upon, stored, used or consumed in any construction at the Premises, regardless of their source.

14.5 If any Hazardous Materials are released into the environment as a result of the actions (or inactions) of Tenant or its employees, contractors, subcontractors, subtenants, agents, invitees or licensees, Tenant shall be responsible, at its sole cost and expense, for completing any and all remediation activities that may be required to be undertaken in compliance with any applicable laws or any directive from any governmental entity having jurisdiction over the Premises. Any required remediation activities shall be completed by Tenant in accordance with all applicable laws and in accordance with any requirements imposed by Landlord. Tenant's obligations under this subsection 14.5 shall survive the expiration or earlier termination of this Lease.

14.6 Tenant hereby agrees to defend, indemnify and hold harmless Landlord (including its officers, directors, employees and agents) from and against all liabilities (including third party liabilities), losses, claims, damages, property damage, demands, judgments, fines or penalties insofar as not prohibited by law, costs and expenses (including, without limitation, clean-up costs and reasonable attorneys' and consultants' fees and disbursements) which arise, or are alleged to arise, from or in connection with (i) Tenant's violation of any Environmental Laws, (ii) Tenant's compliance with any Environmental Laws relating to or arising out of Tenant's operations on the Premises, (iii) the generation, manufacture, refining, transportation, treatment, storage, handling, disposal, discharge or spill of any Hazardous Materials on the Premises by Tenant or its employees, contractors, subcontractors, subtenants, agents, invitees or licensees, or (iv) any disturbance, migration, leaching or release of any Hazardous Materials on, onto, near, under or otherwise affecting the Premises. Tenant shall defend any action, suit or proceeding brought against Landlord in connection with the foregoing, and in doing so it shall use independent counsel selected by Tenant and approved by Landlord. The provisions of this subsection 14.6 shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the expiration or earlier termination of this Lease. Tenant's subleases shall require any subtenants to defend, indemnify and hold harmless the Landlord from and against any of the above matters arising under Tenant's subleases.

15. **IMPROVEMENTS, REPAIRS, ADDITIONS, REPLACEMENTS.**

15.1 **Generally.** Tenant will have the right to install, construct, or otherwise place on the Premises improvements necessary for the permitted use of the Premises ("Improvements"). At expiration or earlier termination of the Lease Improvements capable of removal by Tenant will be and remain the property of Tenant and Tenant shall promptly remove such Improvements in accordance with section 15.3 of this Lease. Improvements not capable of being removed will become the property of the Landlord. Tenant shall have the right to install such Improvements, provided that: (1) the Improvements are in compliance with all building codes and ordinances, (2) the Improvements are compatible with the permitted use of the Premises, (3) the Improvements have been approved in writing by the Landlord following submission of such plans as Landlord may require, which approval will not be unreasonably withheld, conditioned, or delayed, (4) the Tenant is in compliance with all provisions of this Lease; and (5) the Improvements generally align with those listed in Schedule B to this Lease.

15.2 **Americans with Disabilities Act.** Notwithstanding any other provision of this Lease, Landlord and Tenant hereby agree that the Premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990, as same may from time to time be amended ("ADA"). Landlord and Tenant further agree and acknowledge that Tenant shall be solely responsible for compliance with any and all provisions of the ADA. Tenant hereby agrees to defend, indemnify and hold harmless Landlord (including its officers, directors, employees and agents) from and against all liabilities (including third party liabilities), losses, claims, damages, property damage, demands, judgments, fines or penalties insofar as not prohibited by law, costs and expenses (including, without limitation, reasonable attorneys' fees) which arise, or are alleged to arise, from or in connection with any violation of the ADA by the Tenant.

15.3 **Surrender of Premises.** Upon the expiration or earlier termination of this Lease, Tenant shall vacate the Premises and surrender same. Upon vacation of the Premises by Tenant, all Improvements capable of being removed, personalty, furniture, trade fixtures, and movable equipment in or on the Premises, which Tenant provided to the Premises, will remain the property of the Tenant. Tenant shall remove any and all Improvements capable of being removed, personalty, furniture, trade fixtures, and movable equipment provided to the Premises by Tenant. Tenant shall repair any and all damage to the Premises caused by such removal that results in an unsafe or hazardous condition on the Premises. Should Tenant fail to remove such Improvements capable of being removed, personalty, furniture, trade fixtures, and movable equipment, Landlord will have the right to do so at Tenant's sole cost. The provisions of this Section 15.3 will survive expiration or earlier termination of this Lease.

16. **REPAIRS AND MAINTENANCE.**

16.1 **Tenant Responsibility.** Throughout the Term of this Lease, the Tenant covenants to keep, repair, and maintain the Premises, at no cost to Landlord, so as to conform to and comply with any applicable present or future laws, ordinances, codes, rules, regulations or requirements of any federal, state or municipal government, department, commission, board or officers having jurisdiction, foreseen or unforeseen, ordinary as well as extraordinary, whether or not such laws, ordinances, codes, rules, regulations, or requirements shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Premises or the Improvements or alterations, and to take any and all actions necessary to avoid or eliminate any violation. Lessee shall, at its own cost and expense, maintain sidewalks, curbs, entrances and driveways, to the extent they exist, on the Premises, in good repair and in good and safe condition free from snow, ice, rubbish and other obstructions, and shall comply with all regulations, rules, and other conditions regarding the management of stormwater runoff as may be applicable to the Premises.

16.2 **Landlord Not Obligated.** As stated herein, the Landlord is not required to furnish any services or facilities to or to make any repairs in or to the Premises or the Improvements.

17. **DESTRUCTION AND DAMAGE.** If during the term of this lease the Premises or the Improvements are destroyed by fire or other casualty or are so damaged thereby that the Premises and the Improvements cannot be restored or repaired to allow for the Premises to be used for its intended purpose this Lease shall terminate as of the date of the damage or destruction.

18. **CONDEMNATION.**

18.1 If the whole of the Premises, or any material part thereof, or all means of access to the Premises, shall be condemned, or sold under threat of condemnation, this Lease will terminate and the Tenant will have no claim against the Lessor, or to any portion of the award in condemnation for the value of the unexpired term of the Lease. This subsection 18.1 will not limit the Tenant's right to compensation from the condemning authority for the value of any property taken other than Lessee's leasehold interest.

18.2 In the event of a temporary taking, this Lease will not terminate.

19. **DEFAULT AND TERMINATION.**

19.1 **Default.** In the event of a breach of any covenants or agreements herein contained on the part of Tenant, Landlord, after first giving written notice to Tenant of the alleged default or breach (specifying the default or breach and demanding that it be remedied) and, after the failure of Tenant to remedy the specified default or breach within ten (10) days after receipt of said notice in the case of non-payment of rent or within thirty (30) days or any longer period reasonably necessary to remedy any other specified default or breach after receipt of said notice, shall have the right to reenter the Premises and require the Tenant to surrender and vacate possession of the Premises and to re-rent the Premises, without notice to Tenant, for the account of Tenant for the unexpired portion of the Term of this Lease, or Landlord may, at Landlord's option, immediately terminate this Lease. In the event that Landlord shall terminate this Lease, recover possession of, or re-rent the Premises, or take any action under the foregoing provisions, such action on the part of Landlord will not deprive Landlord of any other action or remedy provided by law against Tenant for possession or for damages.

19.2 **Termination upon Sale.** This lease is executed and accepted subject to the condition that if the Landlord should at any time during the term of this lease make a bona fide sale of the leased premises and should the purchaser thereof desire possession of the premises, the Landlord may terminate and cancel this Lease by giving the Tenant 365 days' written notice of such sale and termination. For purposes of this section 19.2, "bona fide sale" shall mean action by the City Council of the City of Richmond declaring the Premises, the Property, either or both, as surplus real estate and the directing of a sale of the Premises, the Property, either or both, to an identified purchaser. The City shall give the notice required by this section 19.2 upon the adoption of an ordinance or ordinances effecting such action by City Council.

19.3 **Termination upon Construction of Permanent Transfer Station.** Landlord and Tenant agree to diligently and in good faith endeavor to identify a location for and to construct a permanent transfer center in the vicinity of downtown Richmond. Upon the commencement of passenger service operation of such permanent transfer station, this Lease will terminate.

19.4 **Attorney's Fees and Costs.** In any suit brought by the Landlord to enforce any provision of this Lease, Landlord will have the right to recover all costs incurred in connection with such suit, including reasonable attorney's fees. In any suit brought by the Tenant to enforce any provision of this Lease, Tenant will have the right to recover all costs incurred in connection with such suit, including reasonable attorney's fees.

20. **WAIVER.** No failure of Landlord or Tenant to complain of any act or omission on the part of the other no matter how long the same shall continue shall be deemed to be a waiver

by Landlord or Tenant of any of its rights under this Lease. No waiver by Landlord or Tenant, at any time, express or implied, of any breach of any of the agreements or provisions contained in this Lease shall be construed to be a waiver of any subsequent breach of the same or of any other provisions in this Lease. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

21. **NOTICES**. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and (i) delivered in person, (ii) sent postage prepaid by United States registered or certified mail, return receipt requested or (iii) sent by Federal Express (or such other express delivery service promising next day delivery) directed to Landlord at 900 East Broad Street, Room 200, Richmond, VA 23219, attention: Chief Administrative Officer, with a copy to City Attorney, 900 East Broad Street, City Hall, Suite 400, Richmond, VA 23219 and to Tenant at 301 Belt Boulevard, Richmond, VA 23224 (attention: Chief Executive Officer), with a copy to General Counsel to GRTC, 900 East Broad Street, Suite 400, Richmond, VA 23219, or such other address as either party may designate by notice given from time to time in accordance with this section. All such notices shall be deemed to be given upon receipt when delivered in person or upon deposit in the United States mail as hereinabove provided.

22. **AMENDMENT TO LEASE**. This Lease may be amended, modified and supplemented only by the written consent of Landlord and Tenant preceded by all formalities required as prerequisites to the signature by each party of this Lease.

23. **GOVERNING LAW**. All issues and questions concerning the construction, enforcement, interpretation and validity of this Lease, or the rights and obligations of Landlord and Tenant in connection with this Lease, shall be governed and regulated by, and interpreted and construed 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. Any and all disputes, claims and causes of action arising out of or in connection with this Lease, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court for the City of Richmond, Virginia. Tenant accepts the personal jurisdiction of any court in which an action is brought pursuant to this section for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action. Except as expressly provided in other provisions of this Lease, each party shall be responsible for its own attorneys' fees in the event this Lease is subject to litigation.

24. **PARTIAL INVALIDITY**. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25. **INTERPRETATION**. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders,

and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms “Landlord” and “Tenant” whenever used herein shall mean only the owner at the time of Landlord’s or Tenant’s interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest and assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

26. **ENTIRE AGREEMENT.** No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

27. **PARTIES; NO THIRD-PARTY BENEFICIARIES.** Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns. Notwithstanding any other provision of this Lease, Landlord and Tenant hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Lease; (ii) the provisions of this Lease are not intended to be for the benefit of any individual or entity other than Landlord or Tenant; (iii) no individual or entity shall obtain any right to make any claim against Landlord or Tenant under the provisions of this Lease; and (iv) no provision of this Lease shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase “individual or entity” means any individual or entity, including, but not limited to, individuals, tenants, subtenants, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Lease.

28. **NO JOINT VENTURE.** Neither the terms, provisions or conditions of the foregoing clauses, nor any terms, provisions or conditions of the Lease of which they are a part, shall be construed as creating or constituting Landlord as co-partner or joint venturer with Tenant, nor shall same be construed in any manner as making Landlord liable for the debts, defaults, obligations or lawsuits of Tenant, or its subtenants and assigns.

29. **ASSIGNMENT OR SUBLEASING.** Tenant shall not assign or sublease its interest in the Premises or any part thereof without the prior written consent of Landlord, which shall not be unreasonably conditioned, withheld or delayed but which shall be given only after submission of all documents related to such assignment or sublease by Tenant to Landlord for Landlord’s review and consent.

30. **AUTHORIZATION TO ACT.** The Chief Administrative Officer of the City of Richmond, Virginia or a designee thereof is authorized to act on behalf of the City under this Agreement.

31. **COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original of such instrument, but all of which together shall constitute one and the same instrument, and facsimile signatures shall have the same binding effect

as manual signatures. This Lease is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

32. **SUBJECT TO APPROPRIATION.** All payments and other performances by the Landlord under this Lease are subject to annual appropriations by the City Council of the City of Richmond, Virginia. It is understood and agreed between the parties that the Landlord will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Lease. Under no circumstances shall the Landlord's total liability under this Lease exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Lease.

33. **BROKERAGE.** Tenant hereby represents and warrants to Landlord that Tenant has engaged no broker or agent who is or may be entitled to be paid a commission in connection with this Lease. Landlord hereby represents and warrants to Tenant that Landlord has engaged no broker or agent who is or may be entitled to be paid a commission in connection with this Lease.

34. **CAPTIONS AND HEADINGS.** The captions and headings used herein are intended only for convenience and are not to be used in construing this instrument.

LANDLORD:

CITY OF RICHMOND, VIRGINIA

By: _____ (SEAL)

J.E. Lincoln Saunders, Acting Chief Administrative Officer

Authorized by Ord. No. _____, adopted _____, 2021.

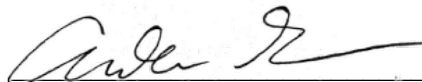
COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND, to-wit:

The foregoing Lease was voluntarily acknowledged before me this ___ day of _____, 2017, by _____, who is either personally known to me or has presented identification of a state issued driver's license, in his capacity as Chief Administrative Officer of the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia, on behalf of said municipal corporation.

Notary Public:
Registration Number:
My commission expires:

APPROVED AS TO FORM:



Deputy City Attorney

TENANT: GREATER RICHMOND TRANSIT CO.

By: _____ (SEAL)

Julie E. Timm, Chief Executive Officer

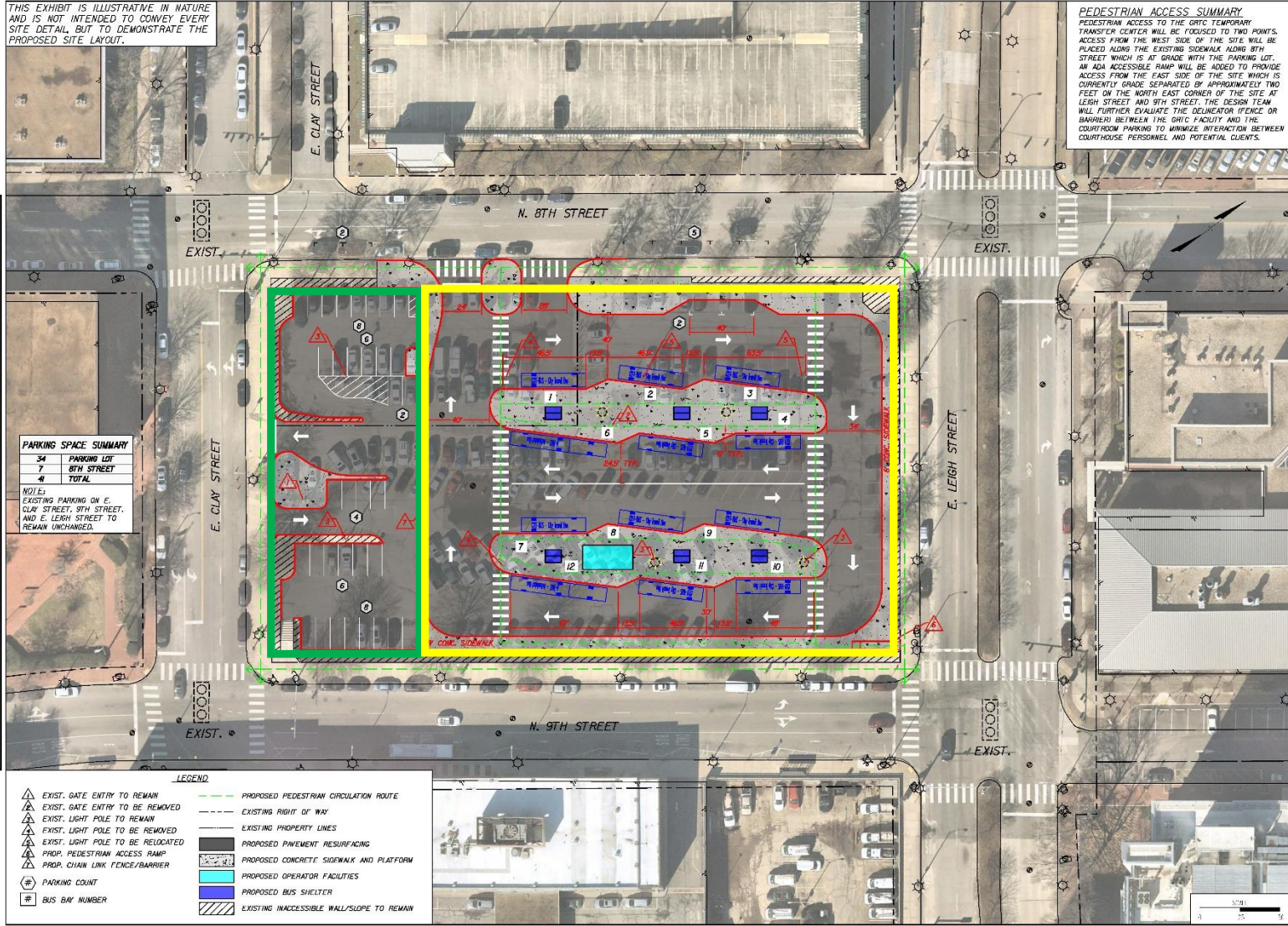
COMMONWEALTH OF VIRGINIA
CITY OF _____, to-wit:

The foregoing Lease was voluntarily acknowledged before me this __ day of _____, 2021, by _____, who is either personally known to me or has presented identification of a state issued driver's license, in her capacity as _____ of _____, on its behalf.

Notary Public: _____
Registration Number:
My commission expires:

SCHEDULE A

THIS EXHIBIT IS ILLUSTRATIVE IN NATURE AND IS NOT INTENDED TO CONVEY EVERY SITE DETAIL, BUT TO DEMONSTRATE THE PROPOSED SITE LAYOUT.



PARKING SPACE SUMMARY

34	PARKING LOT
7	8TH STREET
41	TOTAL

NOTES:
EXISTING PARKING ON E. CLAY STREET, 9TH STREET, AND E. LEIGH STREET TO REMAIN UNCHANGED.

- LEGEND**
- ▲ EXIST. GATE ENTRY TO REMAIN
 - ▲ EXIST. GATE ENTRY TO BE REMOVED
 - ▲ EXIST. LIGHT POLE TO REMAIN
 - ▲ EXIST. LIGHT POLE TO BE REMOVED
 - ▲ EXIST. LIGHT POLE TO BE RELOCATED
 - ▲ PROP. PEDESTRIAN ACCESS RAMP
 - ▲ PROP. CHAIN LINK FENCE/BARRIER
 - ⊕ PARKING COUNT
 - # BUS BAY NUMBER
 - PROPOSED PEDESTRIAN CIRCULATION ROUTE
 - EXISTING RIGHT OF WAY
 - EXISTING PROPERTY LINES
 - PROPOSED PAVEMENT RESURFACING
 - PROPOSED CONCRETE SIDEWALK AND PLATFORM
 - PROPOSED OPERATOR FACILITIES
 - PROPOSED BUS SHELTER
 - EXISTING INACCESSIBLE WALL/SLOPE TO REMAIN

PEDESTRIAN ACCESS SUMMARY
PEDESTRIAN ACCESS TO THE GRTC TEMPORARY TRANSFER CENTER WILL BE FOCUSED TO TWO POINTS. ACCESS FROM THE WEST SIDE OF THE SITE WILL BE PLACED ALONG THE EXISTING SIDEWALK ALONG 8TH STREET WHICH IS AT GRADE WITH THE PARKING LOT. AN ADA ACCESSIBLE RAMP WILL BE ADDED TO PROVIDE ACCESS FROM THE EAST SIDE OF THE SITE WHICH IS CURRENTLY GRADE SEPARATED BY APPROXIMATELY TWO FEET ON THE NORTH EAST CORNER OF THE SITE AT LEIGH STREET AND 9TH STREET. THE DESIGN TEAM WILL FURTHER EVALUATE THE DELINEATOR (FENCE OR BARRIER) BETWEEN THE GRTC FACILITY AND THE COURTHOUSE PARKING TO MINIMIZE INTERACTION BETWEEN COURTHOUSE PERSONNEL AND POTENTIAL CLIENTS.

Kimley»Horn
CONSULTANTS
1000 N. 10TH STREET, SUITE 100
DENVER, CO 80202
TEL: 303.733.8800
WWW.KIMLEY-HORN.COM

CONCEPT PLAN

PREPARED FOR
GRTC
TRANSIT SYSTEM

PROJECT NO. 18-001
DATE: 08/24/2022
DRAWN BY: JH
CHECKED BY: JH
SCALE: AS SHOWN

SCHEDULE B

CATEGORIES	NOTES
GENERAL	Mobilization, Constr. Surveying, MOT, E&S
PAVEMENT	Asphalt, Base Stone
CONCRETE	Curb, Islands, Bus Apron, Sidewalk
DRAINAGE	Storm Sewer, Drop Inlets, Manholes
LIGHTING	Light Poles, Foundations, Fixtures, Wiring, Conduit
DEMOLITION	Demo Pavement, Bollards, Wheel Stops, Light Poles, Etc.
SITE AMENITIES	Shelters, Benches, Trash Cans, Wayfinding, Technology, Fencing, Landscaping
SIGNING & MARKING	Crosswalks, Parking Lines, Traffic Signs
OPERATOR RESTROOM	Restroom, Utility Connections