



**City Of Richmond, Virginia  
Office of the City Clerk**

**Request to Withdraw Legislation**

Paper Number: Ord. No. 2019-253

Chief Patron: Mayor Levar Stoney

Introduction Date: September 9, 2019

Chief Patron Signature: 

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*For Office Use Only*

Attestation: 

Effective Date: September 23, 2019

INTRODUCED: September 9, 2019

AN ORDINANCE No. 2019-253

To provide for the granting by the City of Richmond to the person, firm or corporation to be ascertained in the manner prescribed by law, of the lease, franchise, right and privilege to use certain property, consisting of 91 single parking spaces located at 212 North 18<sup>th</sup> Street, for parking in accordance with a certain Parking Lease.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: OCT 14 2019 AT 6 P.M.

WHEREAS, following the introduction of this ordinance, the City Clerk has caused to be advertised, once a week for two successive weeks in a newspaper of general circulation published in the city of Richmond, a descriptive notice of the Parking Lease attached to this ordinance, which notice:

1. included a statement that a copy of the full text of the ordinance is on file in the office of the City Clerk;
2. invited bids for the franchise, privilege, lease or right offered to be granted in and by this ordinance, which bids were to be:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

ADOPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

- a. delivered in writing to the presiding officer of the Council of the City of Richmond at its regular meeting to be held on \_\_\_\_\_, 2019, at 6:00 p.m., in open session;
  - b. presented by the presiding officer to the Council; and
  - c. then dealt with and acted upon in the mode prescribed by law;
3. required that all bids for the franchise, rights and privileges hereby offered to be granted shall be submitted in writing as required by law; and
  4. reserved the Council's right to reject any and all bids; and

WHEREAS, the deadline for the receipt of bids has passed, all bids have been received, and the Council is prepared to act in accordance with sections 15.2-2102 or 15.2-2103, or both, of the Code of Virginia (1950), as amended;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That there shall be granted in the manner prescribed Article VII, Section 9 of the Constitution of Virginia and Title 15.2, Chapter 21, Article 1, §§ 15.2-2100—15.2-2108.1:1 of the Code of Virginia (1950), as amended, a lease for certain property, consisting of 91 single parking spaces located at 212 North 18<sup>th</sup> Street, for parking as described and under the conditions set forth in the Parking Lease, a copy of which is attached to and incorporated into this ordinance, to the following tenant:

\_\_\_\_\_.

§ 2. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute the Parking Lease between the City of Richmond as landlord

and the tenant identified in section 1 of this ordinance to lease certain real property, consisting of 91 single parking spaces located at 212 North 18<sup>th</sup> Street, for parking by such tenant, provided that:

(a) The Parking Lease has first been approved as to form by the City Attorney and is substantially in the form of the document attached to this ordinance;

(b) The tenant identified in section 1 of this ordinance has first executed a bond, with good and sufficient security, in favor of the City of Richmond, Virginia, in the amount of \$50.00 and conditioned upon the use of the leased property for parking as provided for in the granted lease, franchise, right and privilege, with such bond in a form acceptable to the Chief Administrative Officer and approved as to form by the City Attorney; and

(c) The tenant identified in section 1 of this ordinance has first paid all costs incurred in connection with the advertisement of this ordinance, in accordance with section 15.2-2101 of the Code of Virginia (1950), as amended.

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-8984

JUL 22 2019

Office of O&R
Chief Administrative Officer

REQUEST

DATE: July 16, 2019

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten signature and date 8/30/19

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

RECEIVED

THROUGH: Lenora Reid, DCAO, Finance and Administration

SEP 03 2019

THROUGH: John Wack, Director of Finance

OFFICE OF THE CITY ATTORNEY

THROUGH: Jay Brown, Director, Budget & Strategic Planning

THROUGH: Robert Steidel, DCAO, Operations

FROM: Bobby Vincent Jr., Director of Public Works

SUBJECT: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE A PARKING LEASE AGREEMENT FOR 212 N. 18th STREET

ORD. OR RES. No. \_\_\_\_\_

PURPOSE: To authorize the Chief Administrative Officer (CAO) to execute a parking lease agreement, on behalf of the City, with Weimans Bakery LLC, which the City will lease Ninety - one (91) parking spaces of a City-owned parking facility located at 212 N. 18th Street for a term of forty (40) years.

REASON: To enable the CAO to execute the parking lease agreement.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND:

Weimans Bakery LLC purchased and demolished the Old Weimans Bakery Building located at 127 N. 17th Street in April 2013 to create a \$24 Million development, which will consist of a

twelve (12) story building with a combination of hotel rooms and apartments. Construction will begin in mid-June 2020 with estimated completion in 16 to 18 months. The hotel will be a limited service Wyndham Hotel and will create approximately 50 permanent jobs.

Weimans Bakery LLC lenders are requiring a long-term lease controlling parking for financing purposes. The subject building is located in a TOD-1 zoning district which meets the criteria for the hybrid of apartments and the hotel.

**FISCAL IMPACT TO CITY/COST:** No additional cost to the City.

**FISCAL IMPLICATIONS:** None

**BUDGET AMENDMENT NECESSARY:** None

**REVENUE TO THE CITY:** Generate \$76,440 parking revenue annually.

**DESIRED EFFECTIVE DATE:** Sixty days from the issuance of a Certificate of Occupancy

**REQUESTED INTRODUCTION DATE:** September 9, 2019

**CITY COUNCIL PUBLIC HEARING:** September 23 2019

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Finance and Economic Development  
(September 19, 2019)

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** N/A

**AFFECTED AGENCIES:** Public Works

**RELATIONSHIP TO EXISTING ORD. OR RES:** None

**REQUIRED CHANGES TO WORK PROGRAM (S):** None

**ATTACHMENTS:** Parking Lease Agreement

**STAFF:** Lynne Lancaster, DPW (646-6006)

## Parking Lease

### Section I Parties

This lease (the "*Lease*") is made between the *City of Richmond, Virginia*, a municipal corporation and political subdivision of the Commonwealth of Virginia as "*Lessor*," and \_\_\_\_\_, a \_\_\_\_\_, as "*Lessee*"

Lessor owns a parking lot at 212 N. 18th St., Richmond, Virginia and identified as City parcel No. E0000160013 (the "*Lot*"), and Lessee desires to lease space in the Lot, to use as available parking for itself, its agents, employees, and invitees together collectively referred to herein as its "*Invitees*."

### Section II Leased Premises

Upon the terms, provisions and conditions set forth herein and each in consideration of the duties, covenants, and obligations of each of the parties hereunder, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor 91 single parking spaces located in the Lot, 24 hours a day, seven days a week (the "*Leased Spaces*"). At any time, the Lessee shall have the right to reduce the number of Leased Spaces by giving the Lessor ninety (90) days written notice of the number Leased Spaces no longer needed.

### Section III Term

This Lease shall commence at the beginning of \_\_\_\_\_, 2020 and expire at the end of \_\_\_\_\_, 2060 (the "*Term*") unless terminated pursuant to the provisions of the Lease. If at any time the Lessee or its assignee, sublessee or successor is not the tenant of 127 N. 17<sup>th</sup> Street, either party may terminate this Lease upon providing 90 days written notice. Notice from the Chief Administrative Officer for the City of Richmond shall satisfy any Lessor notice requirements in this Lease. The Tenant may terminate the Lease at any time upon providing 90 days written notice of such termination. In accordance with Virginia Code §15.2-2100, this Lease may not be renewed or extended beyond the Term.

### Section IV Rent

Monthly rent shall be payable by Lessee to Lessor in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per parking space per month (the "*Rent*") at the first day of each month during the term of the lease without deduction or offset of any kind. The initial Rent shall be in place for the first year of the Term and thereafter the Rent shall increase three-percent (3%) every subsequent year. Any installment of the Rent accruing under the provisions of this Lease not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date when the Rent was payable under the terms of the Lease until the Rent is paid by the Lessee.

**Section V  
Use of Leased Space**

The Leased Spaces shall be used solely as available parking Lessee and its Invitees (the "*Permitted Use*") and for no other purposes without Lessor's consent in its sole discretion.

**Section VI  
Possession**

So long as Lessee complies with all of its obligations under this Lease, Lessee shall have quiet and exclusive possession the Leased Spaces, except that Lessor shall have the right to enter thereon for the inspection of the Leased Spaces or for making whatever repairs to the Leased Spaces or for whatever reason Lessor deems reasonably appropriate, provided same does not deprive Lessee. Lessee shall not be liable for any spaces for which it does not have access.

**Section VII  
Prohibition Against Waste, Nuisance, Damage, or Unlawful Use**

Lessee and its Invitees shall not commit, or allow to be committed, any waste on the Leased Spaces, create or allow any nuisance to exist on the Leased Spaces, impede or interfere with Lessor's title, possession, or operation of the Leased Spaces or use or allow the Leased Spaces to be used for any unlawful purpose.

Lessee and its Invitees shall not damage the Leased Spaces and shall not allow the Leased Spaces to be damaged. If Lessee or its Invitees damage or allow the Leased Spaces to be damaged, Lessee shall be responsible and liable to the Lessor for the same.

Should Lessee fail to comply with operating provisions in this Lease, including the foregoing, and Lessor incurs reasonable costs, expense or charges in respect of same, Lessee agrees to be responsible for same.

This Section VII shall survive the termination or revocation of this Lease.

**Section VIII  
Operating Covenants of Lessee**

A. Lessee shall immediately notify Lessor of any damage caused to the Leased Spaces and provide Lessor any information in its possession indicating whether the damage was caused by Lessee, its Invitees or any other known or unknown party.

B. Lessee shall ensure that its Invitees abide by the laws of the City of Richmond, the Commonwealth of Virginia and the United States Government in its use of the Leased Spaces including, but not limited to, traffic laws and laws governing the use and parking of vehicles including buses and any, rules or regulations promulgated by the Virginia Department of Transportation and/or the Federal Department of Transportation.



C. Should Lessee become aware or be notified that Invitees are parking illegally or otherwise utilizing parking on Lessor's property outside of the Leased Spaces, it shall contact the Lessor or its designated agent to remedy same. Upon the reasonable request of the Lessor, Lessee shall take all such reasonable steps within its control to control to prevent any such illegal parking.

D. Upon request of Lessor, Lessee shall deliver to the requesting party any reasonable non-confidential information in its possession related to the use of the Leased Spaces and any information related this Lease, including but not limited to any information related to its Invitees and any information related to payments of the Rent.

**Section IX  
Delivery, Acceptance, and Surrender of Leased Spaces**

The Leased Spaces are hereby made available to and accepted by the Lessee in "AS IS" condition. Lessee agrees to surrender the Leased Spaces to Lessor at the end of the Lease Term, or upon revocation, in the same condition as when Lessee took possession at its sole cost and expense, allowing for reasonable use and wear, and damage by acts of God, including fire and storms, and subject to Lessor's repair, maintenance and restoration obligations hereunder. Lessee agrees to remove all signs or symbols placed on the Leased Spaces by Lessee at its sole cost and expense before redelivery of the Leased Spaces to Lessor, and to restore the portion of the Leased Spaces on which they were placed in the same condition as before their placement including the repair of any damages caused by said removal at its sole cost and expense. This Section IX shall survive the termination or revocation of this Lease.

**Section X  
Posting of Signs, Awnings, or Marquees by Lessee**

Lessee agrees that Lessee shall not construct or place, or permit to be constructed or placed, any additional structures on the Lot unless approved by Lessor, which approval shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Lessee shall be permitted to erect signs, symbols, displays, advertisements, decorations, awnings, and marquees on the Leased Spaces without the prior consent of Lessor. Any signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures placed on the Leased Space shall comply with all federal, state, and City laws, rules, and regulations governing the same, including but not limited to City zoning laws. In the event any signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures fail to comply with any federal, state or City laws, rules, or regulations, Lessee shall remove such signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures within 21 days after Lessor provides Lessee with notice requesting removal. Lessee further agrees to remove all signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures placed on the Leased Space by Lessee before redelivery of the Leased Spaces to Lessor whether as a result of revocation or termination, and to restore the portion of the Leased Spaces on which they were placed in the same condition as before their placement including the repair of any damages caused by said removal at its sole cost and expense. This Section IX shall survive the termination or revocation of this Lease.

**Section XI  
Insurance**

A. General Insurance Requirements

Lessee shall procure and maintain, at its own cost and expense, during the entire Term and for any other period it benefits under this Lease, the following types of insurance.

- (1) Worker's Compensation -- A policy complying with the requirements of the statutes of Commonwealth of Virginia (Virginia Code §§ 65.2 *et. seq.*) or an approved self insurance program and such other jurisdiction(s) in which the work will be performed for insured or self-insured programs, and, where permissible by law, shall waive subrogation rights, including any formal insurance policy so endorsed stating the same

Worker's Compensation:	STATUTORY
Employer's Liability: Each Accident	\$1,000,000
Disease Policy Limits	\$1,000,000
Disease - Each Employee	\$1,000,000

If use of the Leased Spaces by Lessee calls for any exposure or work to be performed which comes under the jurisdiction of the Federal Employers Liability Act, the contractor shall provide coverage for these requirements. Should the Lessee fail to provide the aforementioned coverage they shall to the extent permitted by law indemnify and hold Lessor harmless from any and all claims arising out of these exposures; and pay any and all expenses arising from this contract.

- (2) Commercial General Liability -- Lessee shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The commercial general liability insurance maintained by the Lessee shall include the following coverage;

- Premises - Operations
- Contractual - This contract
- Property Damage / Fire Legal Liability
- Personal Injury
- Independent Contractors

The Limit of Liability shall be:

Bodily Injury (per person / occurrence)	\$1,000,000
Property Damage (per occurrence)	\$1,000,000

Or

Combined Single Limit per Occurrence	\$3,000,000
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If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$10,000,000 per policy year.

Lessee shall name the following as Additional Insureds:

Lessor shall be included as an additional insured with respect to all activities under this Lease and shall provide a valid certificate of insurance to Lessor.

- (3) Automobile Insurance -- Lessee shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The business Automobile Insurance maintained by the Lessee shall include, at a minimum, the following coverage:

- Owned and Hired Automobiles
- Non-Owned or Leased Automobiles

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence	\$5,000,000
Property Damage per occurrence	\$5,000,000
or	
Combined Single Limit (CSL) per occurrence	\$10,000,000

If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$10,000,000 per policy year.

**B. Special Provisions of Insurance Furnished by Lessee**

- (1) Lessee shall forward to Lessor for approval a certificate, or certificates, issued by the insurance brokers authorized to issue on behalf of the insurer(s), of the insurance required under the foregoing provisions. Such certificate(s) shall be on an ACORD form, and shall list the various coverage's and limits. Insurance companies providing the coverage must be rated by A.M. Best and carry at least an "A-" rating. Such insurance policies shall not materially adversely changed or canceled, and they will be automatically renewed or replaced upon expiration and continued in full force and effect during the term of this Lease, unless Lessor is given thirty (30) days written notice by Lessee before any material adverse change or cancellation is made effective.
- (2) All insurance shall be procured from insurance or indemnity companies having an A.M. Best Rating of at least A-VII, and authorized to do business in Commonwealth of Virginia. Lessor approval or failure to disapprove insurance furnished by the Lessee shall not release the Lessee of full responsibility for liability for damage and accidents.

- (3) If at any time the above required insurance policies should be canceled, terminated or materially adversely modified so that the insurance is not in full-force and effect as required herein, Lessor may upon 20 days' notice terminate this Lease for Default or obtain insurance coverage equal to that required herein, the full cost of which shall be charged to the Lessee and shall be reimbursed by Lessee to Lessor within thirty (30) days after written demand therefore.
- (4) Any contract of insurance or indemnification naming Lessor or any of their departments, agencies, administrators or authorities, as an additional insured, shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that Lessor is not liable in tort by virtue of the fact of being governmental instrumentalities or public or quasi-public bodies.
- (5) Lessee shall keep the insurance required above in full force and effect at all times during the life of the contract. Certificates of Insurance shall be provided to Lessor within fourteen (14) days after Lease execution.

## **Section XII Indemnification**

### **A. Indemnification**

Lessee agrees to and shall indemnify, defend and hold harmless Lessor, its governing body members, directors, agents and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees) by or to any person or entity (collectively the "*Liabilities*") arising out of, caused by, or resulting from acts or omissions of Lessee, its Invitees, its sub-lessees, their respective agents or anyone directly or indirectly employed by any of them in performing work or providing parking or other services under this Lease, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, so long as such Liabilities are not caused by the gross negligence or willful misconduct of a party indemnified hereunder (an "indemnity Event"). Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this section, by an employee or Lessee, sub-lessee or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee, sub-lessee under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Lessee arising out of or resulting from the acts of Lessee in performing work or providing services or providing parking under this Lease, Lessee shall promptly notify Lessor of such suit.

If any action at law or suit in equity is instituted by any third party against Lessor arising out of an Indemnity Event, Lessee shall be responsible for providing the indemnified party with counsel

provided by Lessee. If Lessee has failed to provide insurance coverage to Lessor against such action as required herein or otherwise refuses to defend such action, Lessor shall have the right to conduct and control, through counsel of its choosing (and Lessee shall promptly reimburse Lessor for the full amount of any damages, including fees and expenses of counsel for Lessor, incurred in connection with any such action), the defense of any third party claim, action or suit, and may compromise or settle the same, provided that Lessor shall give the Lessee advance notice of any proposed compromise or settlement. Lessee shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to Lessor.

This Section XII shall survive the termination or revocation of this Lease.

**B. Lessor's Liability, Release**

Lessor shall not be liable for damages to persons, including its Invitees, or property of any type, arising out of any parking provided under this Lease, as a result of any negligent action or omission by Lessee, its sub-lessees, their respective agents or anyone directly employed by any of them or anyone for whose acts any of them may be liable and Lessee hereby releases Lessor from the same.

**C. Subrogation**

Lessee and Lessor, their agents and sub-lessees hereby waive and relinquish any right of subrogation or claim against the other party, including their governing body members, directors and employees arising out of the use of Lessor's premises (including any equipment) by any party in performance of this Lease.

**Section XIII  
Assignment or Sub-lease**

**A. Assignment**

Except as provided in this subsection, Lessee agrees not to assign the Leased Spaces or any part thereof, or any right or privilege connected with it, or allow any other person, except Lessee's Invitees to occupy the Leased Spaces or any part of the Leased Spaces, without first obtaining Lessor's prior written consent, which may be withheld in its sole discretion. Any consent by Lessor shall not be consent to a subsequent assignment. Lessee's unauthorized assignment shall be void, and shall terminate this Lease at Lessor's option. Lessee's interest in this Lease is not assignable by operation of law, nor is any assignment of Lessee's interest, without Lessor's written consent, except as otherwise provided in this subsection. Notwithstanding the other provisions of this subsection, Lessee shall be permitted to collaterally assign its rights under this Lease to a lender or lenders providing Lessee (or any affiliate of Lessee) with financing related to the Leased Spaces, or the business operations of Lessee (or any affiliate of Lessee), or both.

**B. Sublease**

Lessee shall have the right to sublease any number of parking spaces of the Leased Spaces that Lessee determines it is not using, to a single or multiple users, and on such terms and conditions

as Lessee may determine in its sole discretion, including sublease of such spaces for all or a portion of the remainder of the Term provided, however, that all use of Leased Spaces by all sublessees remains subject to the terms of this Lease.

#### **Section XIV**

##### **Effect of Lessor's Waiver of Covenants**

Lessor's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others, or of subsequent breach of the one waived.

#### **Section XV**

##### **Lessor's Remedies on Default**

If Lessee defaults in the payment of the Rent or amount payable hereunder, or defaults in the performance of any of the other covenants or conditions of this Lease, Lessor shall give written notice of such default to Lessee. Lessee shall have 21 days after receipt of such written notice to cure the reported default. Thereafter, if Lessee has not cured the default or, if such default cannot be reasonably cured within the original 21 day period, commenced a cure of the default and thereafter diligently pursued such cure, Lessor may terminate and revoke this Lease upon 21 days written notice given by Lessor. This shall in no way limit Lessor's right to terminate and revoke this Lease at will as set out in Section III.

#### **Section XVI**

##### **Special Lessor Provisions**

###### **A. Agreement in Entirety**

This Lease represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease may be amended only by written instrument signed by all parties.

###### **B. Breach of Contract**

If the Lessee shall fail, refuse or neglect to comply with the terms of this Lease, such failure shall be deemed a total breach of contract and the Lessee shall, in addition to all the Lessor's rights set out herein, be subject to legal recourse by Lessor, plus costs resulting from failure to comply.

The duties and obligations imposed by this Lease and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Lessor shall constitute a waiver of any right or duty afforded under this Lease, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

### C. Governing Law

This Lease shall be deemed to have been made in, and be construed in accordance with, the laws of the Commonwealth of Virginia. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this Lease, respecting its alleged breach, shall be instituted only in the Circuit Court of Richmond, Virginia or the United States District Court for the Eastern District of Virginia, as applicable.

### D. Non-Discrimination

- (1) Civil Rights. Lessee agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; 49 U.S.C. § 5332; and 49 C.F.R. Part 21, and any other implementing requirements which the United States Department of Transportation (USDOT) and/or the FTA have issued or may issue. These federal laws provide in part that no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity included in or resulting from this Lease.
- (2) Americans With Disabilities Act (ADA). Lessor covenants and agrees, and shall be liable to cause, that the Lot shall at all times comply with all federal, state and local laws, including the Americans with Disabilities Act of 1990(ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any other implementing requirements which the USDOT and/or the FTA have issued or may issue. These federal laws provide in part that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Lease.

### E. Environmental and Hazardous Materials

Lessee shall not cause or permit the escape, disposal or release of any chemical, biologically active or other hazardous substances or materials. Lessee shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or in compliance with the prevailing standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into or unto the Leased Spaces any such materials or substances except to use in the ordinary course of activities permitted hereunder. Lessee covenants and agrees that the Leased Spaces will at all times during its use or occupancy thereof be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all environmental, state, federal, City and other governmental and regulatory authorities, agencies and bodies applicable to the Leased Spaces, and to the extent permitted by law, Lessee expressly agrees to the extent permitted by law to indemnify and save harmless Lessor from any and all loss, cost or expense, including reasonable attorneys' fees, occasioned by failure of Lessee or any Lessee Party so to comply.

Lessee shall comply with the applicable procedures of the Lessor in respect of firearms or any other instrument intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property (including but not limited to a firearm, knife, sword, or any instrument of any kind known as blackjack, billy club, club, sandbag and metal knuckles.)

F. Severability

If any clause or provision of this Lease is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there shall be added as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

G. No Recordation

Lessee acknowledges and agrees that this Lease may not be recorded in any land records of any City or County without the prior written consent of Lessor.

H. Subordination

Without the necessity of any additional document being executed by Lessee for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to all applicable easements, underlying leases and to the lien of any mortgages or deed of trust now or hereafter placed on, against or affecting the Leased Spaces, Lessor's interest in the Leased Spaces or any underlying lease or easement.

**Section XVII**  
**Maintenance by Lessor; Casualty**

Lessor shall be responsible, at its sole cost, for maintenance of the Lot, and any public elevators, shafts and lobbies serving the Lot and the Leased Spaces in good condition sufficient for the Permitted Use at all times during the Term.

If the Lot is damaged by fire or other casualty rendering the Leased Spaces untenable in part or in whole, the Lessor shall use commercially reasonable efforts cause the damage to be repaired as soon as practical. If the Leased Spaces are damaged by fire or other casualty so as to render same wholly untenable and Lessor chooses to cause such damage to be repaired, the Rent shall be abated in full for the period of such repair and restoration.



**Section XVIII  
Notices**

Notices given to pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to or mailed by certified or registered mail return receipt requested, or sent by nationally recognized commercial overnight delivery service to:

**LESSOR:**

City of Richmond  
900 East Broad Street City Hall, Room 707  
Richmond, VA 23219  
Attention: Lynne Lancaster, Parking Administrator  
with a copy to:

City of Richmond  
c/o City Attorney  
900 East Broad Street City Hall, Room 300  
Richmond, VA 23219  
Work phone – 804-646-7940  
Fax – 804-646-5743

**LESSEE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change its notice address by providing notice to the other party of such change.

**Section XVIV  
Authority**

Lessee hereby expressly agrees, guarantees and warranties that the signatory below is lawfully authorized to enter into this agreement on behalf Lessee.

[remainder of page left intentionally blank]

**IN WITNESS WHEREOF**, each of Lessor and Lessee has caused this instrument to be executed on its behalf by officials duly authorized therefore.

**WEIMAN'S BAKERY L.L.C., as Lessee**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND \_\_\_\_\_,

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_ acting in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ on behalf of the agency.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_

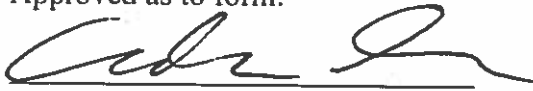
**CITY OF RICHMOND, as Lessor**  
Authority granted by Ordinance No. \_\_\_\_\_

By: \_\_\_\_\_

Printed name:  
Title: Selena Cuffee-Glenn  
Chief Administrative Officer

Date: \_\_\_\_\_

Approved as to form:



Andrew Gore  
Assistant City Attorney

Approved as to terms:

\_\_\_\_\_  
Lynne Lancaster  
Parking Administrator, Dept. of Public Works