

AN ORDINANCE No. 85-310-285

~~ADOPTED~~ DEC 16 1985

To authorize the City Manager, for and on behalf of the City of Richmond, to enter into an agreement of lease with The Trolley Company, a Virginia general partnership, Lessor, to lease to the City of Richmond (Department of Public Safety) certain premises, a portion of 1621 West Main Street, containing 11,500 square feet, more or less, upon certain terms and conditions.

\_\_\_\_\_  
Patron - City Manager (By Request)

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

1. THE CITY OF RICHMOND HEREBY ORDAINS:
2.       § 1. That the City Manager, Manuel Deese, for and on
3. behalf of the City of Richmond, be and is hereby authorized
4. to enter into and execute an agreement of lease for lease by
5. the City of Richmond (Department of Public Safety) from The
6. Trolley Company, a Virginia general partnership, Lessor, of
7. certain premises, consisting of a portion of 1621 West Main
8. Street, containing 11,500 square feet, more or less, in the
9. City of Richmond, for a period commencing January 1, 1986,
10. and terminating December 31, 1988; said agreement of lease
11. to be substantially in the form as attached to the draft of

**LEASE AGREEMENT**

THIS LEASE, made this \_\_\_\_\_ day of September, 1985, by and between THE TROLLEY COMPANY, a Virginia general partnership, of 403 Strawberry Street, Richmond, Virginia 23220 (hereinafter called Landlord) and the CITY OF RICHMOND, a municipal corporation, of 900 East Broad Street, Richmond, Virginia 23219 (hereinafter called the Tenant), provides:

**WITNESSETH:**

1. Leased Premises; Term; Rental. That in consideration of the rents and covenants herein set forth, the Landlord hereby leases to the Tenant, its successors and assigns, the premises (hereinafter called the Leased Premises), being a portion of 1621 West Main Street, and containing approximately <sup>11,500</sup>~~15,000~~ square feet, to be used for business purposes or any lawful purpose not inconsistent with the present character of the premises, for a term of three (3) years, commencing January 1, 1986 and terminating December 31, 1988, at the fixed rent of <sup>one thousand five</sup>~~One Thousand Three Hundred~~ <sup>Seventy Five</sup>~~and No~~ <sup>50</sup>~~100~~ Dollars (~~\$1,375.00~~ <sup>\$ 1437.50</sup>) per month, during the term hereof payable, in advance and without offset or deduction, on the first day of each month to Landlord at the above-referenced address, or to such other party or address as Landlord may direct.

~~2. Real Estate Taxes. The Landlord shall pay when due all real estate taxes and assessments which are imposed upon the Leased Premises; and the Tenant shall pay when due all taxes and assessments imposed or assessed upon any equipment or property installed in or brought onto the Leased Premises for Tenant and created by its occupancy and use~~

*Handwritten initials*

*Handwritten initials*

and maintain in force and effect a policy of insurance insuring the Leased Premises (except those portions which the Tenant is required hereunder to insure) against loss or damage by fire and the perils commonly covered under the extended coverage endorsement in an amount equal to at least eighty percent (80%) of the replacement cost thereof. ~~The Tenant shall pay to the Landlord, as additional rent, Tenant's prorata share of any increase in the premium for fire and extended coverage insurance on the Leased Premises over the Base Year. Such prorata share shall be ascertained by multiplying the total cost of such premium to the Landlord by a fraction, the numerator of which is the square footage of the Leased Premises and the denominator of which is the gross leasable area of the entire building which are insured by Landlord, such amount to be due and payable following demand by Landlord with the next installment of rental. Notwithstanding the foregoing, the Tenant shall have no rights in said policy or policies maintained by Landlord and shall not, by reason of such reimbursement, be entitled to be named insured thereunder.~~

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~~The Tenant agrees to pay any increase in the premiums for fire and extended coverage and liability insurance that may be charged due to the Tenant's use of the Leased Premises.~~

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~~The Tenant shall keep in force at its own expense public liability insurance with respect to the Leased Premises in companies and in amounts acceptable to the Landlord, for the benefit of the Tenant and the Landlord. The Tenant shall deposit with the Landlord evidence of such insurance.~~

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~~The aforesaid policies shall include a waiver by the insurer of all right of subroga-~~

activity or condition to exist and to comply with all applicable law.

~~5. Security Deposit. As security for the performance of its obligations under this Lease, the Tenant upon its execution of this Lease has paid to the Landlord a security deposit (hereinafter called "Security Deposit") in the amount of One Thousand Three Hundred Seventy-Five and No/100 Dollars (\$1,375.00). The Security Deposit may be applied by the Landlord to cure any default of the Tenant under this Lease, and upon notice by the Landlord of such application, the Tenant shall replenish the Security Deposit in full by promptly paying to the Landlord the amount so applied. The Landlord shall not pay any interest on the Security Deposit. Within 45 days after the termination date, the Landlord shall return to the Tenant the balance, if any, of the Security Deposit. The Security Deposit shall not be deemed an advance payment of rent or a measure of damages for any default by the Tenant under this Lease, nor shall it be a bar of defense to any action which the Landlord may at any time commence against the Tenant.~~

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6. Landlord's Access to Premises. The Tenant shall permit the Landlord, its agents, employees and contractors to enter the Leased Premises and all parts thereof to inspect the Leased Premises and to enforce or carry out any provision of this Lease.

7. Default. If this Lease be assigned or sublet, without consent by the Landlord, or if the Tenant fails (i) to pay when due any amounts due hereunder within five (5) days after written notice shall have been given to the Tenant, or (ii) to keep, observe or perform any of the other terms, covenants or conditions hereunder for more than fifteen (15) days

10. Approval. If the Tenant's City Council does not approve this Lease prior to December 1, 1985, or if funds are not available, this Lease shall be null and void.

WITNESS the following signatures:

THE TROLLEY COMPANY, a Virginia  
general partnership

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

  
James E. Covington, Jr.  
General Partner

By Winston Investments, Inc., a Virginia  
corporation, General Partner

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

  
Alan McCullough, Jr.  
President

CITY OF RICHMOND, a municipal  
corporation

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

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