

INTRODUCED: June 10, 2024

AN ORDINANCE No. 2024-160

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond, as tenant, and the Forest Hill Presbyterian Church, as landlord, for the purpose of operating a public dog park located at 4401 Forest Hill Avenue. (4th District)

Patrons – Mayor Stoney, President Nye and Ms. Lambert

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUNE 24 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for an on behalf of the City of Richmond, is hereby authorized to execute a Lease Agreement between the City of Richmond, as tenant, and the Forest Hill Presbyterian Church, as landlord, for the purpose of operating a public dog park located at 4401 Forest Hill Avenue. Such Lease Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

**A TRUE COPY:
TESTE:**

Carlin D. Reed
City Clerk

AYES: 7 NOES: 0 ABSTAIN: _____

ADOPTED: JUN 24 2024 REJECTED: _____ STRICKEN: _____



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0489

File ID: Admin-2024-0489	Type: Request for Ordinance or Resolution	Status: Regular Agenda
Version: 1	Reference:	In Control: City Clerk Waiting Room
Department:	Cost:	File Created: 05/16/2024
Subject:	Final Action:	
Title:		

Internal Notes:

Code Sections:

Agenda Date: 06/10/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin - 2024-0489WD - Lease Agreement - Dog Park - AATF, Admin-2024-0489Forest Hill Dog Park - Proposed Executable Lease

Enactment Number:

Contact:

Introduction Date:

Drafter: Wanda.Marable@richmondgov.com

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/17/2024	Chris Frelke	Approve	5/20/2024
1	2	5/17/2024	Traci DeShazor	Approve	5/21/2024
1	3	5/29/2024	Jeff Gray	Approve	5/21/2024
1	4	5/30/2024	Lincoln Saunders	Approve	5/31/2024
1	5	6/3/2024	Mayor Stoney	Approve	6/4/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2024-0489

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: March 19, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Traci DeShazor, DCAO for Human Services

FROM: Christopher E. Frelke, Director of Parks, Recreation & Community Facilities

RE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to enter into a Lease Agreement with Forest Hill Presbyterian Church to provide a public dog park at 4401 Forest Hill Avenue.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to enter into a Lease Agreement with Forest Hill Presbyterian Church at 4401 Forest Hill Avenue, Richmond, Virginia (Tax Parcel No. S0002633016).

BACKGROUND: The Forest Hill Presbyterian Church has requested that the Department of Parks, Recreation and Community Facilities (PRCF) assist with providing liability insurance for the existing dog park located on church property. The dog park is accessible to the public and the ongoing maintenance will continue to be provided by the church.

COMMUNITY ENGAGEMENT: None.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: None.

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

FISCAL IMPACT / COST: There shall be no rent due under the terms of this Agreement. PRCF

shall maintain liability insurance policies as outlined in the attached lease agreement.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 10, 2024

CITY COUNCIL PUBLIC HEARING DATE: June 24, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

AFFECTED AGENCIES: PRCF

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

ATTACHMENTS: Attachment A - Lease Agreement

STAFF: Christopher Frelke, Director, PRCF
Nissa Dean, Deputy Director, PRCF
Daniel Hazlett, Senior Management Analyst, PRCF

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Agreement**”) is made this ___ day of _____, 2024 by and between **Forest Hill Presbyterian Church**, a Virginia nonstock corporation (“**Landlord**”), and **City of Richmond, Virginia**, a municipal corporation and political subdivision of the Commonwealth of Virginia (“**Tenant**”). Landlord and Tenant are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

RECITALS

A. Landlord owns that certain real property located at 4401 Forest Hill Avenue, Richmond, Virginia, 23225, and shown on the tax map for the city of Richmond, Virginia as Tax Parcel No. S0002633016 (such real property together with all improvements thereon and appurtenances thereto shall be collectively referred to herein as the “**Property**”).

B. Prior to the Effective Date, Landlord operated a portion of the Property as a public dog park commonly known as “Phideaux Dog Park.” Pursuant to the terms and conditions of this Agreement, Landlord has requested that Tenant take over the operation and insurance of the public dog park on the Property, in accordance with the terms and conditions of this Agreement.

C. In furtherance of the foregoing, on _____, 2024, the City Council for the City of Richmond, Virginia (“**Council**”) adopted Ordinance No. _____, authorizing the Tenant to lease, operate, and insure the Leased Premises as a public dog park, in accordance with the terms and conditions of this Agreement.

AGREEMENT

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

1. **Lease.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Property depicted on **Exhibit A** attached hereto (the “**Leased Premises**”), of which Tenant shall have exclusive use and possession during the Term, subject to the terms and conditions of this Agreement.

2. **Term.** “**Effective Date**” means the last date by which both Parties have signed this Agreement. The Initial Term will commence on the Effective Date and expire on the tenth (10th) anniversary of the Effective Date (the “**Initial Term**”). Landlord and Tenant may mutually agree to extend the Initial Term for a period of ten (10) years (the “**Extended Term**”); provided that the Extended Term may only be exercised following approval by the Council. The Initial Term and, if exercised, any Extended Term, shall be collectively referred to herein as “**Term.**” Notwithstanding the foregoing, either Landlord or Tenant may terminate this Agreement upon thirty (30) days' written notice to the other Party.

3. **Rent.** There shall be no rent due under the terms of this Agreement. Consideration for

Tenant's lease of the Leased Premises shall be Tenant's operation of the Leased Premises during the Term for the Permitted Use, as provided in this Agreement.

4. **Permitted Use.** Tenant shall only use the Leased Premises for the operation of a public dog park and for ancillary uses and related events (the "**Permitted Use**"), unless Landlord provides prior written approval for another use, in Landlord's sole and absolute discretion. Tenant shall have the right to implement reasonable rules and regulations for the Permitted Use of the Leased Premises. Generally, the dog park shall be open to be public from sunrise to sunset seven (7) days a week.

5. **Access.** Tenant's lease of the Leased Premises shall be together with the non-exclusive right of vehicular and pedestrian access to the Leased Premises for the Permitted Use on behalf Tenant and its agents, contractors, subcontractors, employees, invitees, clients, guests, and licensees through those portions of the Property not included within the Leased Premises, such as drive aisles and sidewalks.

6. **Parking.** Throughout the Term, free of charge, Tenant and any agents, contractors, subcontractors, employees, invitees, clients, guests, and licensees of Tenant shall have the non-exclusive right to park vehicles in designated guest parking areas of the Property during business hours seven (7) days a week; provided, however, that no such vehicles shall be parked at the Property overnight.

7. **Signage.** Tenant may install signage for the Leased Premises. In addition, Tenant may install wayfinding and directional signage outside of the Leased Premises on the Property, subject to Landlord's prior written approval, in Landlord's reasonable discretion. All such signage shall be installed by City at its sole cost and expense.

8. **Maintenance & Repairs.** Landlord, at Tenant's sole cost and expense, shall be responsible for maintaining the Leased Premises in good condition at all times during the Term of this Agreement, including, without limitation, repair, maintenance, and replacement, as needed, of the fencing. Notwithstanding the foregoing, throughout the Term, Tenant shall be financially responsible for any portion of the Property, including, without limitation, the Leased Premises, damaged or disturbed by Tenant or its agents, contractors, subcontractors, employees, invitees, guests or licensees, and Tenant shall remit payment to Landlord for such damage or disturbance within thirty (30) days of written invoice therefor accompanied by reasonable supporting documentation. Alternatively, at Tenant's sole option and at Tenant's sole cost and expense, Tenant may restore such damage to its original condition, as reasonably determined by Landlord.

9. **Licenses, Fees & Taxes.** Tenant shall be responsible for any and all business license fees and other taxes relating to Tenant's use of the Leased Premises. Landlord, at Landlord's sole cost and expense, shall pay, prior to or when due, all ad valorem real estate taxes, assessments, levies,

stormwater management fees, and other impositions and fees imposed on Landlord in its capacity as the owner of the Property, to the extent it is not exempt from such costs.

10. **Tenant Improvements.** "**Improvements**" means any renovation, alterations, additions, or other improvements made to the Leased Premises by Tenant in accordance with this Agreement, and shall include any and all fixtures, as well as equipment and personal property which are affixed to the Leased Premises in each case. Tenant shall have the right, but not the obligation, to make Improvements to the Leased Premises which are necessary or desirable for the Permitted Use. Any such Improvements performed by Tenant shall be constructed using new, first-class materials and shall be performed in a workman-like manner, using reasonable efforts not to materially disturb Landlord's use and enjoyment of the Property. Performance and maintenance of any and all such Improvements shall be at Tenant's sole cost. Tenant shall ensure that any party it invites onto the Property to perform any Improvements meets or exceeds the insurance coverage requirements of this Agreement, and Tenant shall provide Landlord proof of such coverage upon written request. Tenant shall have no authority, express or implied, to create any lien or encumbrances against the Property, or the Leased Premises, including, without limitation, any mechanic's or materialmen's lien. Tenant shall pay as and when due any and all contractors and suppliers relating to any Improvements.

11. **Holdover.** Tenant shall not hold over upon termination or expiration of this Agreement. If Tenant fails to vacate the Leased Premises upon such termination or expiration, such failure shall not confer to Tenant any rights to occupy the Leased Premises or further tenancy, regardless of the acts or omissions of Landlord or any of Landlord's employees or agents, including but not limited to Tenant's possession of the Leased Premises and Landlord's failure to evict Tenant from the Leased Premises. If Tenant holds over in violation of this paragraph, Tenant shall be a month-to-month tenant. The provisions of this Section shall survive termination or expiration of this Agreement.

12. **Removal at End of Term.** Tenant shall, upon termination or expiration of this Agreement, peacefully surrender possession of the Leased Premises to Landlord, in good order and condition, reasonable wear and tear and casualty excepted, and Tenant shall have removed all of Tenant's personal property located at the Leased Premises (if any).

13. **Landlord's Right of Entry.** At any time during the Term, Landlord shall have the right to enter the Leased Premises to inspect the Leased Premises to ensure compliance with the terms of this Agreement, to maintain and to make improvements, repairs, replacements, and alterations to the Leased Premises, and for any other lawful reason; provided, however, that Landlord shall use reasonable efforts not to interfere with or disturb Tenant's use and enjoyment of the Leased Premises for the Permitted Use, nor require the Leased Premises to be closed as a public dog park except as is reasonably necessary and on a temporary basis.

14. **"AS-IS."** Except as otherwise provided in this Agreement, Tenant accepts the Leased Premises in "as is, where is, with all faults" condition as of the Effective Date.

15. **Insurance.** Throughout the Term and at such other times set forth in this Agreement,

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

A. Commercial General Liability insurance policy with limits of not less than one million dollars (\$1,000,000) combined single limit for each occurrence for bodily injury and property damage;

B. Business Automobile Liability insurance, to include Auto Physical Damage coverage, in the amount of one million dollars (\$1,000,000) combined single limit covering all owned, non-owned borrowed, leased, or rented motor vehicles operated by Tenant or its third-party agents performing work at the Leased Premises. In addition, all motorized equipment, both licensed and not licensed for road use, operated or used by Tenant or its third-party agents performing work at the Leased Premises will be insured under either a standard Automobile Liability policy or a Comprehensive General Liability policy;

C. To the extent required by the Code of Virginia and other applicable Virginia laws and regulations, Workers' Compensation insurance in an amount no less than one hundred thousand dollars (\$100,000), or in amounts not less than the minimum required by the Virginia Code and other applicable law, rules, and regulations;

D. Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) for each accident/disease/policy limit; and

E. Umbrella Liability insurance maintained above the primary Commercial General Liability, Business Automobile Liability, and Employer's Liability policies required herein. The limit of such Umbrella Liability insurance shall not be less than two million dollars (\$2,000,000) for each occurrence and aggregate.

F. All such policies shall be issued by companies duly authorized or permitted to conduct business in the Commonwealth of Virginia and having a Best's Key Rating of at least A: VI. Prior to the earlier of Tenant's access to the Leased Premises and the Effective Date, prior to the expiration date of any such policy throughout the Term, and anytime upon written request of Landlord, Tenant shall provide a certificate of liability insurance demonstrating that Tenant is maintaining the insurance requirements of this paragraph. All policies maintained by Tenant hereunder shall provide, by endorsement or otherwise, that written notice shall be given to Landlord before such policy may be cancelled, non-renewed, or changed to reduce the insurance coverage provided thereby. Notwithstanding anything to the contrary contained in this Agreement, Landlord agrees that Tenant may self-insure to satisfy any of the insurance requirements of this Agreement through any plan or program of self-insurance in which Tenant participates so long as Tenant provides Landlord with a certificate of insurance confirming it can provide the coverages required by this Section.

16. **Casualty & Condemnation.** If the whole or any substantial part of the Leased Premises or the Property, or access thereto or parking therefor, is condemned or sold under threat of condemnation, or damaged by fire or other casualty, such that the Leased Premises cannot reasonably

be used for the Permitted Use (and in the event of casualty, such that the Leased Premises cannot reasonably be restored within one hundred eighty (180) days from the date of such casualty), this Agreement shall terminate at Landlord's or Tenant's written election, and Tenant shall have no claim against Landlord or the condemning authority to any portion of the award in condemnation for the value of any unexplored term of this Agreement or otherwise. If a portion of the Leased Premises are taken but neither party elects to terminate this Agreement, the Leased Premises shall be relocated to a mutually agreeable location on the Property or the Leased Premises shall be reduced in proportion to the remaining square footage. If the Leased Premises are damaged and neither party elects to terminate this Agreement, Tenant shall promptly restore the Leased Premises, subject to the availability of insurance proceeds.

17. **Compliance with Laws; Permits.** Tenant shall, at Tenant's sole cost and expense, (i) comply with all Laws relating to the Leased Premises and Tenant's use thereof, and (ii) obtain and maintain all permits, approvals, and licenses required to conduct the Permitted Use at the Leased Premises.

18. **Quiet Enjoyment.** Landlord agrees that it has the right to enter into this Agreement, and that upon performance of Tenant's obligations hereunder, Tenant shall be entitled to peaceably and quietly occupy and enjoy the Leased Premises without interruption or interference by Landlord or any other party claiming by, through or under Landlord, throughout the Term.

19. **Tenant Default.** It shall be a "**Tenant Default**" under this Agreement if (i) Tenant shall fail to pay when or before due any sum of money becoming owing to Landlord under this Agreement, and such failure shall continue for a period of ten (10) business days after written notice thereof to Tenant; or (ii) Tenant shall fail to comply with any term, provision, or covenant of this Agreement, other than by failing to pay when or before due any sum of money, and shall not cure such failure or breach within thirty (30) days after written notice thereof to Tenant, or if such failure or breach is not susceptible to cure within such thirty (30) day period, then Tenant shall have such longer period as is reasonably necessary to cure not to exceed sixty (60) days so long as Tenant has commenced to cure within the initial thirty (30) day period and thereafter diligently pursues such cure to completion. Upon the occurrence of any Tenant Default, Landlord, as its sole remedies, may sue to enforce the terms of this Agreement or terminate this Agreement upon written notice to Tenant, either or both.

20. **Landlord Default.** It shall be a "**Landlord Default**" under this Agreement if any representation is breached, or any covenant or obligation required to be performed or observed by Landlord under this Agreement is breached or is not so performed or observed for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the breach or failure is of such a nature that the same cannot reasonably be performed within said thirty (30) day period, such Landlord Default shall be deemed to have been cured if Landlord commences cure within said initial thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable period of time not to exceed sixty (60) days. Upon the occurrence of any Landlord Default, Tenant, as its sole remedies, may sue to enforce the terms of this Agreement or terminate this Agreement upon written notice to Landlord, either or both.

21. **Miscellaneous.**

A. **Recitals; Entire Agreement; Amendments.** The above Recitals are true and correct and are incorporated herein by reference. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may be amended, modified, and supplemented only by the written consent of both Parties preceded by all formalities required as prerequisites to the signature by each Party to this Agreement.

B. **Force Majeure.** Except for payment of any sums due under this Agreement, whenever the performance of a Party is delayed by reason of an act of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage, or by other reason out of the reasonable control of such Party, including but not limited to widespread strikes, supply chain issues, or war, any applicable cure period under this Agreement shall be tolled on a day for day basis.

C. **No Waiver.** The failure of either of the Parties to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this agreement shall not constitute waiver of a subsequent breach.

D. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

E. **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation, and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the city of Richmond, Virginia.

F. **Assignment.** Tenant may not assign or sublease this Agreement or any interest herein, without the prior written consent of Landlord, which may be withheld in its sole and unlimited discretion. The provisions of this Agreement shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns (but this Agreement shall only inure to the benefit of such successors and assignees of Tenant which Landlord has expressly approved as required by the terms of this Agreement).

G. **Notices.** Each party shall give any notice required or permitted to be given under this Agreement in writing and such notice shall be delivered by certified mail, postage prepaid, return receipt requested; or by a commercial overnight carrier that provides next-day delivery and provides a receipt. Such notice shall be addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LANDLORD: Forest Hill Presbyterian Church
4401 Forest Hill Avenue
Richmond, Virginia 23225
Attn: Carol Stephens

TENANT: City of Richmond, Virginia
c/o Department of Parks, Recreation and Community Facilities
1209 Admiral Street
Richmond, Virginia 23220
Attn: Christopher Frelke, Director

With a copy to: Office of the City Attorney, City of Richmond
900 E. Broad Street, Suite 400
Richmond, Virginia 23219
Attn: Lindsey D. Chase, Esq.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

H. **Captions.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

I. **Survival.** Any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall survive such termination.

J. **Authority.** Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has/have the full right, power, and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

K. **Availability of Funds.** Any payments and other performance by Tenant under this Agreement are subject to annual appropriations by Council and to the availability of funds; consequently, this Agreement shall bind Tenant only to the extent that Tenant possesses sufficient funds to perform its obligations hereunder and under no circumstances shall Tenant's total liability under this Agreement exceed the total amount of funds appropriated by Council for any payments or performance of Tenant hereunder.

L. **Authority to Act.** Unless otherwise provided herein, the then-current Chief Administrative Officer of the City of Richmond, Virginia, or their designee, is authorized to act on behalf of the Tenant under this Agreement including, but not limited to, providing any notice or authorizations contemplated by this Agreement on behalf of Tenant.

M. **Sovereign Immunity.** Nothing in this Agreement may be construed as a waiver of the sovereign immunity granted Tenant by the Commonwealth of Virginia, statutes, and applicable case law, nor may anything in this Agreement be construed as an agreement by Tenant to indemnify.

N. **Limitation of Liability.** No director, officer, employee, contractor, deputy, agent, or representative of either Party shall be personally liable to another party to this Agreement or any successor in interest under this Agreement or on any obligation incurred under the terms of this Agreement. This Section shall survive the expiration or earlier termination of this Agreement.

O. **Brokers.** Each of the Parties hereby represents and warrants to the other, as of the Effective Date, that such Party has not dealt with any broker or finder in connection with this Agreement. This Section shall survive the expiration or earlier termination of this Agreement.

P. **Subordination.** This Agreement shall be subject and subordinate to any and all ground leases and deeds of trust which may now or hereafter be recorded against the Property, and to all renewals of, modifications to, refinancing of, and amendments to the same. Tenant agrees to attorn any successor to Landlord's interest upon all of the terms and conditions of this Agreement. Within fifteen (15) days after written request, therefore, Tenant agrees to execute and deliver an acknowledged subordination agreement on a form reasonably acceptable to Tenant.

Q. **Certifications.** At any time and from time to time, within fifteen (15) days after written request therefore, each Party agrees to execute, acknowledge, and deliver to the other or to any prospective purchaser of, or lender secured by, the Property, a certificate (i) certifying that this Agreement is unmodified and in full effect (or if there have been modifications, stating such modifications); (ii) states the dates through which any sums due under this Agreement have been paid; (iii) stating whether the requesting Party is in default beyond applicable notice and cure periods; and (iv) certifying as to any other matters as the requesting Party may reasonably request.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE(S).)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their duly authorized representative effective as of the Effective Date.

LANDLORD:

FOREST HILL PRESBYTERIAN CHURCH,
a Virginia nonstock corporation

By: Amanda Gordon

Name: *A. B. G.*

Title: Clerk of Session

Date: 5/14/24

By: Carol Stephens

Name: *Carol Stephens*

Title: Lead Trustee

Date: 5/14/24

TENANT:

City of Richmond, Virginia, a municipal
corporation of the Commonwealth of Virginia

By: _____

J.E. Lincoln Saunders

Chief Administrative Officer

Date: _____

APPROVED AS TO FORM

Lindsey D. Chase

Lindsey D. Chase

Senior Assistant City Attorney

EXHIBIT A

Leased Premises

Phideaux Dog Park Boundary



3/7/2024, 8:59:45 AM

-  Dog Park Boundary
-  Parcels

