

INTRODUCED: January 27, 2020

AN ORDINANCE No. 2020-028

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between Enrichmond Foundation, as Lessee, and the City of Richmond, as Lessor, to allow Enrichmond Foundation to lease office and warehouse space at 1500 East Franklin Street.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 24 2020 AT 6 P.M.

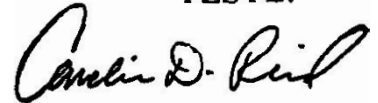
THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Lease Agreement between Enrichmond Foundation, as Lessee, and the City of Richmond, as Lessor, to allow Enrichmond Foundation to lease office and warehouse space at 1500 East Franklin Street. The 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:



City Clerk

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 24 2020 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-9543
DEC 31 2019

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: December 18, 2019

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten signature and date: 1/14/2020

RECEIVED

THROUGH: Lenora G. Reid, Acting Chief Administrative Officer

JAN 15 2020

THROUGH: Robert C. Steidel, Chief Administrative Officer for Operations

OFFICE OF THE CITY ATTORNEY

THROUGH: Bobby Vincent, Director, Public Works

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer for Economic
Development and Planning

Handwritten signature and initials

FROM: Leonard L. Sledge, Director, Economic Development

RE: TO AUTHORTZE THE ACTING CHIEF ADMINISTRATIVE OFFICER TO ENTER
INTO A LEASE AGREEMENT WITH ENRICHMOND FOUNDATION. AT 1500 E.
FRANKLIN STREET.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to enter into a lease agreement
with Enrichmond Foundation, for building located at 1500 E. Franklin Street (the Seaboard
Building).

REASON: The Enrichmond Foundation entered into a 90 day administrative lease at this site on
10/25/19. The organization now desires to continue leasing office and warehouse space at 1500
E. Franklin Street to support their operation as an umbrella non-profit organization for over 80
volunteer groups. The Enrichmond Foundation's mission is to steward and activate Richmond
public spaces through conservation and programming. The lease is for administrative office
space (1,254.5 square feet), warehouse space (870 square feet) and 6 parking spaces. The lease
term will be 5 years with the City retaining the right to terminate the lease at any time during the
5 year term with a 60 day written notice if another use for 1500 E. Franklin Street is desired by
the City.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The Enrichmond Foundation was previously the manager of the 17th Street Market and occupied a small amount of office space and warehouse space at 1500 E. Franklin Street. Since the Enrichmond Foundation's contract to manage 17th Street Market expired on 7/1/2019 the City has been working to establish a long term office and warehouse lease. In order to expedite the process the City first entered into a 90 day administrative lease with the Enrichmond Foundation at 1500 E. Franklin Street which expires on 1/25/2020. The City now wishes to enter into a lease with the Enrichmond Foundation for 1,254.5 square feet of office space, 870 square feet of warehouse space, and 6 parking spaces for a term of 5 years. The City will retain the right to terminate the lease at any time during the 5 year term if another use of 1500 E. Franklin Street is desired by the City.

FISCAL IMPACT / COST: None

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: Rental revenue in the amount \$1,328.83/month will be received. 1500 E. Franklin Street (the Seaboard Building) is part of the Main Street Station site where building and site improvements were funded by State and Federal Transportation grants and these grants require all revenue generated on the site to be used for the ongoing operation and maintenance of Main Street Station.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: January 13, 2020

CITY COUNCIL PUBLIC HEARING DATE: January 27, 2020

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Economic Development, Public Works, Office of the City Attorney

RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Lease

O&R Request

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STAFF: +

Leonard Sledge, Economic Development

Paul McClellan, Economic Development

Dironna Moore Clarke, Public Works

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made this ___ day of _____, 2020 by and between the **CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia, hereinafter designated as Landlord, and Enrichmond Foundation, a Virginia nonprofit and non-stock corporation, hereinafter designated as Tenant. Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

RECITALS

- A. The City of Richmond ("Owner") owns that certain real property located at 1500 East Franklin Street, Richmond, Virginia 23219 and shown on the tax map for the city of Richmond, Virginia as Tax Parcel No. E0000107025 (the "Property"), together with all improvements thereon and appurtenances thereto.
- B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, a portion of the Property in accordance with the terms of this Agreement.

AGREEMENT

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

- 1.0 **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.
- 2.0 **Definitions.**
- 2.1 **CAO.** CAO means the Chief Administrative Officer of the City of Richmond, Virginia.
- 2.2 **Effective Date.** Effective Date means the first date by which both Parties have signed this Agreement.
- 2.3 **Hazardous Substances and Wastes.** "Hazardous Substances and Wastes" means those hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§9601 et seq., respectively, and in any regulations promulgated thereto.
- 2.4 **Improvements.** "Improvements" means any structural alterations, additions, or improvements Tenant makes to the Leased Premises.

- 2.5 Initial Rent.** Initial Rent means the base dollar amount Tenant shall pay to Landlord to lease the Leased Premises for the first year of the Term, which amount shall be \$15,945.96 U.S. DOLLARS.
- 2.6 Laws.** "Laws" means i) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, and zoning and land use regulations, and; ii) all restrictions of record, permits, and building codes, now in effect or which may hereafter come into effect.
- 2.7 Leased Premises.** Leased Premises means the portion of the Property leased by Tenant, to include 1,254.5 square feet of office space on the second floor and 870 square feet of warehouse space on the first floor of the Seaboard Building, as well as six (6) parking spaces on the Property, all as shown on "Exhibit A" attached hereto and incorporated herein.
- 2.8 Permitted Use.** Permitted Use means use of the first floor of the Seaboard Building for storage, use of the second floor of the Seaboard Building for office space, and use of any parking spaces leased pursuant to this Agreement for the parking of motor vehicles.
- 2.9 Annual Rent.** Annual Rent means the total base payment for Tenant's lease of the Leased Premises made by Tenant to Landlord during each Year of the Term.
- 2.10 Rental Fee.** Rental Fee means the base monthly installment of Annual Rent Tenant shall pay Landlord for Tenant's lease of the Leased Premises during the Term. Over the course of any Year, the Rental Fee shall be equal to the Annual Rent divided by twelve, except that the final Rental Fee payment of any Year may be greater than or less than the prior Rental Fee payments of that Year to ensure Tenant pays no more than and no less than the Annual Rent due for such Year.
- 2.11 Seaboard Building.** Seaboard Building means the principal structure on the Property, commonly known as the Seaboard Building.
- 2.12 Term.** Term means the period of time during which Landlord agrees to lease the Leased Premises to Tenant, as further defined in Section 4 below.
- 2.13 Year.** Year means any of five (5) 12-month periods of the Term, with the first of such periods beginning on the Effective Date and ending on the subsequent anniversary thereof, and all subsequent periods beginning on an anniversary of the Effective Date and ending on the subsequent anniversary thereof.
- 3.0 Lease.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, of which Tenant shall have exclusive use and possession during the Term, subject to the conditions of this Agreement.
- 4.0 Term.** The Term will be five (5) years, to commence on the Effective Date and to expire at 12:00 a.m. on the date that is the fifth anniversary of the Effective Date.

5.0 Rent.

5.1 Initial Rent; Escalation. For the first Year of the Term, the Annual Rent due to Landlord from Tenant shall be the Initial Rent. During the Term, the Annual Rent shall increase by three percent (3%) per Year, such that Annual Rent and monthly Rental Fee owed Landlord by Tenant over the course of the Term shall be as follows:

Year	Annual Rent	Monthly Rental Fee
Year 1	\$15,945.96	\$1,328.83
Year 2	\$16,424.34	\$1,368.70
Year 3	\$16,917.07	\$1,409.76
Year 4	\$17,424.58	\$1,452.05
Year 5	\$17,947.32	\$1,495.61

5.2 Payment by Rental Fee; Method of Payment. For each Year, Tenant shall pay Landlord the Annual Rent in the form of a monthly Rental Fee. For the Initial Rent, such Rental Fee shall include payments of \$836.33 for office space and \$72.50 for warehouse space in the Seaboard Building, as well as \$420.00 for parking spaces. Tenant shall make its first Rental Fee payment on the Effective Date. Tenant shall make each subsequent payment of the Rental Fee on or before the same date of each month as the Effective Date. Tenant shall remit each Rental Fee payment to the City of Richmond Department of Public Works at the following address:

City of Richmond
Department of Public Works
900 E. Broad Street., Suite 704
Richmond, Virginia 23219
Attn: Dironna Moore Clarke

Upon written agreement of the Parties, Tenant may pay the Rental Fee by electronic funds transfer, in which event Landlord will provide bank routing information to Tenant for such purpose.

5.3 Early Termination. In the event this Agreement terminates before the end of any monthly period for which Tenant has paid the Rental Fee, and unless otherwise agreed to by the Parties, Landlord shall prorate such Rental Fee by withholding a sum proportional to the number of days this Agreement has remained in effect and refunding the remainder to Tenant. This paragraph will survive termination of this Agreement.

6.0 Permitted Use.

- 6.1 Use of Leased Premises.** Tenant shall only use the Leased Premises for the Permitted Use, unless Landlord approves otherwise by prior written notice. Tenant may engage in the Permitted Use twenty-four hours per day, seven days per week during the Term.
- 6.2 Access to Leased Premises.** Tenant and its agents, contractors, subcontractors, employees, invitees, and licensees may use those portions of the Property not included within the Leased Premises for the purpose of pedestrian and vehicular access to, but not parking for, the Leased Premises, except that in the event Tenant seeks to perform work on the Leased Premises in accordance Section 9 below, Tenant must submit a plan to Landlord for any use of portions of the Property for the staging of equipment and the parking of vehicles, which use Landlord may approve at its sole discretion by prior written consent from the CAO or her designee. Tenant shall restore to its original condition, as reasonably determined by Landlord, any portion of the Property damaged or disturbed by Tenant or its agents, contractors, subcontractors, employees, invitees or licensees during the Term.
- 7.0 Utilities and Services.** Landlord agrees to pay for the following utilities furnished to the Leased Premises: water, gas, electricity, sanitary sewer, and stormwater. Tenant shall pay for all other services and utilities furnished to the Leased Premises, including but not limited to any janitorial service and all telephone, data, and internet service, none of which Landlord shall be obligated to provide.
- 8.0 Tenant's Covenants.** Tenant shall not (i) make any Improvements to the Leased Premises, or apply for any permit or authorization required by the Laws to perform such alterations, additions, or improvements, without prior submission to the CAO of all plans and specifications pertaining to such work and subsequent receipt of written consent from the CAO to engage in such work, or (ii) permit any noxious or offensive activity on the Leased Premises that interferes with the conduct of business on the Property or the peaceful occupancy of the Property by other tenants.
- 9.0 Improvements.** Tenant may make Improvements to the Leased Premises in accordance with the terms of this Agreement. Performance and maintenance of all such Improvements shall be at Tenant's sole cost, and any such Improvements affixed to the Leased Premises shall, at the sole option of Landlord, remain and become the property of Landlord. Tenant shall ensure that any party it invites onto the Property to perform any Improvements meets or exceeds the insurance coverage requirements described in Section 16 of this Agreement, and Tenant shall provide Landlord proof of such coverage upon request.
- 10.0 Termination.** Unless earlier terminated in accordance with the terms of this Section 10 or as otherwise provided in this Agreement, this Agreement will terminate upon expiration of the Term.
- 10.1 Termination at Will.** Landlord may terminate this Agreement at will, which termination shall become effective sixty (60) days after issuance of a written termination notice by Landlord to Tenant.

- 10.2 Force Majeure.** Whenever the Leased Premises is rendered untenable or otherwise unfit for the Permitted Use by reason of an act of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage, this Agreement, without more, shall terminate.
- 10.3 Effect of Termination.** Termination of this Agreement shall render this Agreement null and void, and the Parties shall have no further obligations under this Agreement except for those provisions herein which expressly survive a termination of this Agreement.
- 10.4 No 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 payment to Landlord and Landlord's acceptance of payment and failure to evict Tenant from the Leased Premises. If Tenant holds over in violation of this paragraph, Tenant shall daily pay to Landlord, for each day of its possession beyond termination or expiration, the prorated amount of the Rental Fee plus 50%. This paragraph will survive termination or expiration of this Agreement.
- 11.0 Removal at End of Term.** Tenant shall, upon termination or expiration of this Agreement, peacefully surrender possession of the Leased Premises to Landlord and, subject to the terms of Section 9 above, have removed all of its personal property, which shall include any property Tenant has affixed to the Property, from beneath, upon, or above the Leased Premises, and have restored the Leased Premises to its condition as when delivered to Tenant, reasonable wear and tear and damage beyond Tenant's control excepted. If Tenant does not so remove its personal property from the Leased Premises, Landlord may do so at Tenant's cost and expense and without incurring liability to Tenant for damages that may directly or indirectly result therefrom, or Landlord may allow such property to remain on the Leased Premises, in which case title to such property shall vest in Landlord. This Section will survive termination of this Agreement.
- 12.0 Right of Entry.** At any time during the Term, Landlord and any representative of Landlord's choosing shall have the right to enter the Leased Premises to inspect the Leased Premises to ensure compliance with the terms of this Agreement, to make repairs or alterations to the Leased Premises, and for any other lawful reason.
- 13.0 Care and Maintenance.** Landlord shall deliver the Leased Premises in "as is" condition. Tenant shall maintain the Leased Premises and any Improvements made thereto in a clean, attractive condition and good state of repair, shall make such repairs to the Leased Premises as shall from time to time be required by the CAO or authorized representative, and shall not commit or allow any waste or damage to be committed on or to any portion of the Leased Premises. Landlord shall not be obligated to maintain, repair or replace the Leased Premises or any portion thereof, or any building, structure, fixture, equipment, or facility thereon or which may be used in connection with the use of the Leased Premises.

14.0 Environmental Terms.

14.1 Environmental Conditions of the Property. To the best of Landlord's knowledge, the Property is free and clear of all Hazardous Substances and Wastes in violation of the Laws as of the Effective Date. Landlord shall not be responsible to Tenant for the correction of any violations of the Laws due to the presence of any Hazardous Substances and Wastes on the Leased Premises. In the event that either Landlord or Tenant becomes aware of any presence of Hazardous Substances and Wastes on the Property in violation of the Laws, this lease shall terminate and, at the request of Landlord, Tenant shall vacate the Property immediately.

14.2 No Illegal Use. Tenant shall not, either with or without negligence, cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances and Wastes within, over or under the Leased Premises or the Property in any manner not sanctioned by the Laws.

14.3 Environmental Indemnity. In all events, Tenant shall indemnify and hold Landlord harmless from any and all claims, damages, fines, judgments penalties, costs, liabilities or losses, including, but not limited to, any and all sums paid for settlement of claims, attorneys' fees, consultants' fees and experts' fees, arising from the presence or release of any of the Hazardous Substances and Wastes on the Leased Premises if caused by Tenant or persons acting under the direction or control of Tenant. The indemnification contained in this provision specifically includes costs incurred in connection with any investigation or audit of site conditions and any remedial, removal, or restoration work required by any governmental authority.

14.4 Survival. Notwithstanding any other provisions in this Agreement, the provisions of this Section 14 shall survive termination of this Agreement.

15.0 Indemnity. Tenant agrees to indemnify, defend and hold Landlord and Landlord's officers, agents, contractors and employees harmless against and from any and all actual, threatened or alleged claims of liability or loss, causes of action, judgments, penalties, fines, administrative actions and costs, including without limitation attorney's fees and court costs, relating to, resulting from or arising out of the making of this Agreement, a breach of this Agreement, or any act or omission by Tenant, or Tenant's officers, employees, agents, contractors, subcontractors, invitees or licensees, in connection with Tenant's use or occupation of the Leased Premises. If, on account thereof, suit shall be brought against Landlord, either independently or jointly with Tenant, Tenant will defend Landlord in any such suit. If a final judgment is obtained against Landlord, either independently or jointly with Tenant, Tenant will pay such judgments with all costs and hold the City harmless therefrom. Nothing herein may be construed as a waiver of the sovereign immunity granted to City by the Commonwealth of Virginia Constitution, statutes, and applicable case law. This paragraph will survive the termination of this Agreement.

16.0 Insurance. Throughout the Term, 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:

- (i) Commercial General Liability insurance policy with limits of not less than two million dollars (\$2,000,000) combined single limit for each occurrence for bodily injury and property damage;
- (ii) Business Automobile Liability insurance, to include Auto Physical Damage coverage, in the amount of one million dollars (\$1,000,000) combined single limit covering all owned, non-owned borrowed, leased or rented motor vehicles operated by Tenant or its third-party agents. In addition, all motorized equipment, both licensed and not licensed for road use, operated or used by Tenant or its third-party agents within the Property will be insured under either a standard Automobile Liability policy or a Comprehensive General Liability policy;
- (iii) To the extent required by the Code of Virginia and other applicable Virginia laws and regulations, Workers' Compensation insurance in an amount no less than one hundred-thousand dollars (\$100,000), or in amounts not less than the minimum required by the Virginia Code and other applicable law, rules, and regulations;
- (iv) Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each accident/disease/policy limit;
- (v) Umbrella Liability insurance maintained above the primary Commercial General Liability, Business Automobile Liability and Employer's Liability policies required herein. The limit of such Umbrella Liability insurance shall not be less than two million dollars (\$2,000,000) each occurrence and aggregate.

All such policies shall i) be issued by companies duly authorized or permitted to conduct business in the Commonwealth of Virginia and having a Best's Key Rating of at least A: VI, ii) shall insure Tenant and, with the exception of Workers Compensation and Employer's Liability policies, include Landlord as an additional insured as its interest may appear, iii) shall be primary to any insurance coverage the City may possess, and iv) shall be written or endorsed so as to preclude the exercise of the right of subrogation against Landlord. Upon request, Tenant shall provide a certificate of liability insurance demonstrating that Tenant is maintaining the insurance requirements of this paragraph. Where applicable, each certificate shall identify Landlord as an additional insured as its interest may appear.

17.0 Condemnation. If the whole or any part of the Leased Premises or all means of access thereto is condemned or sold under threat of condemnation, this Agreement shall

terminate, and Tenant shall have no claim against Landlord to any portion of the award in condemnation for the value of any unexplored term of this Agreement or otherwise. However, this shall not limit Tenant's right to compensation from the condemning authority for the value of any of Tenant's property taken, other than Tenant's leasehold interest in the Leased Premises.

18.0 Compliance with Laws; Liens.

18.1 Compliance with Laws. Tenant shall, at Tenant's sole cost and expense, comply with all Laws relating to the Leased Premises and Tenant's use thereof.

18.2 Liens. Tenant shall not encumber the Leased Premises with any materialmen's or mechanic's lien, nor shall Tenant suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of Tenant's actions or failure to act, Tenant shall at its sole cost, within thirty (30) days after the lien is filed, discharge the lien or post a bond in the amount of the lien. This paragraph will survive termination of this Agreement.

19.0 Breach.

19.1 Landlord Option to Correct. In the event of a breach by Tenant with respect to any of the provisions of this Agreement or its obligations under it, Landlord may, at its option but without obligation to do so, perform Tenant's duty or obligation on Tenant's behalf, and the costs and expenses of any such performance by Landlord shall be due and payable by Tenant upon invoice therefor. This paragraph will survive termination of this Agreement.

19.2 Remedies. In the event of a breach by Tenant with respect to any of the provisions of this Agreement or its obligations under it, Landlord may, without limiting its exercise of any right or remedy which it may have by reason of such default, pursue any remedy now or hereafter available to it under the Laws and judicial decisions of the Commonwealth of Virginia.

20.0 Limitation of Liability. Neither party shall be liable to the other, or any of their respective agents, representatives, or employees, for any of the following: lost revenue; lost profits; loss of technology, rights or services; incidental, punitive, indirect, special or consequential damages; loss of data, and; interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

21.0 Entire Agreement; Amendments; No Waiver; Severability.

21.1 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

- 21.2 **Amendments.** This Agreement may be amended, modified and supplemented only by the written consent of both Parties preceded by all formalities required as prerequisites to the signature by each Party to this Agreement.
- 21.3 **No Waiver.** The failure of either of the Parties to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this agreement shall not constitute waiver of a subsequent breach.
- 21.4 **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.
- 22.0 **Governing Law; Forum Choice.**
- 22.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 22.2 **Forum Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.
- 23.0 **Assignment; Sublease.** Tenant may neither sell, assign, sublease, nor otherwise transfer this Agreement without the prior written consent of Landlord.
- 24.0 **Notices.** Each party shall give any notice required or permitted to be given under this Agreement in writing and such notice shall be delivered by certified mail, postage prepaid, return receipt requested; or by a commercial overnight carrier that provides next day delivery and provides a receipt. Such notice shall be addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

TENANT: Enrichmond Foundation
P.O. Box 25609
Richmond, VA 23260
Attention: John Sydnor

LANDLORD: City of Richmond
Department of Economic Development
1500 East Main Street, Suite 400
Richmond, VA 23219
Attn: Paul McClellan

With a copy to: Office of the City Attorney
City of Richmond
900 E. Broad Street, Room 400
Richmond, Virginia 23219
Attn: Neil Gibson

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

- 25.0 Captions.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.
- 26.0 Survival.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive termination of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall survive such termination.
- 27.0 Partial Invalidity; Authority.** If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- 28.0 Availability of Funds.** Any payments and other performance by Landlord under this Agreement are subject to the availability of funds; consequently, this Agreement shall bind Landlord only to the extent that Landlord possesses sufficient funds to perform its obligations hereunder.

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SIGNATURES ON FOLLOWING PAGE.}

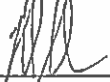
IN WITNESS WHEREOF, as authorized by Ordinance No. _____ approved by the Richmond City Council on _____, this Agreement has been entered into as of the Effective Date by duly authorized officers of the Parties.

CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia

By: _____
Lenora G. Reid
Acting Chief Administrative Officer

Date: _____

APPROVED TO FORM:



Neil R. Gibson
Assistant City Attorney

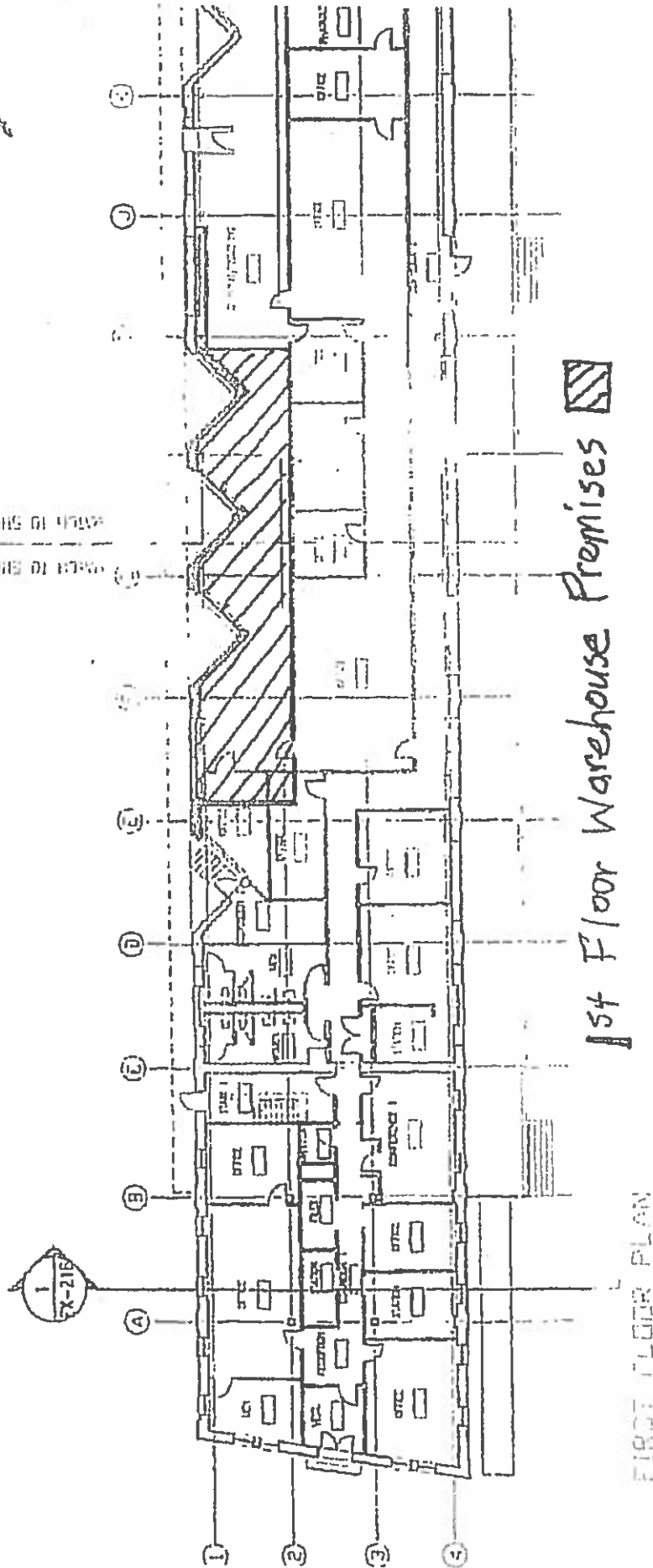
ENRICHMOND FOUNDATION, a Virginia nonprofit and non-stock corporation

By: _____
John F. Sydnor
Executive Director

Date: _____

Exhibit A

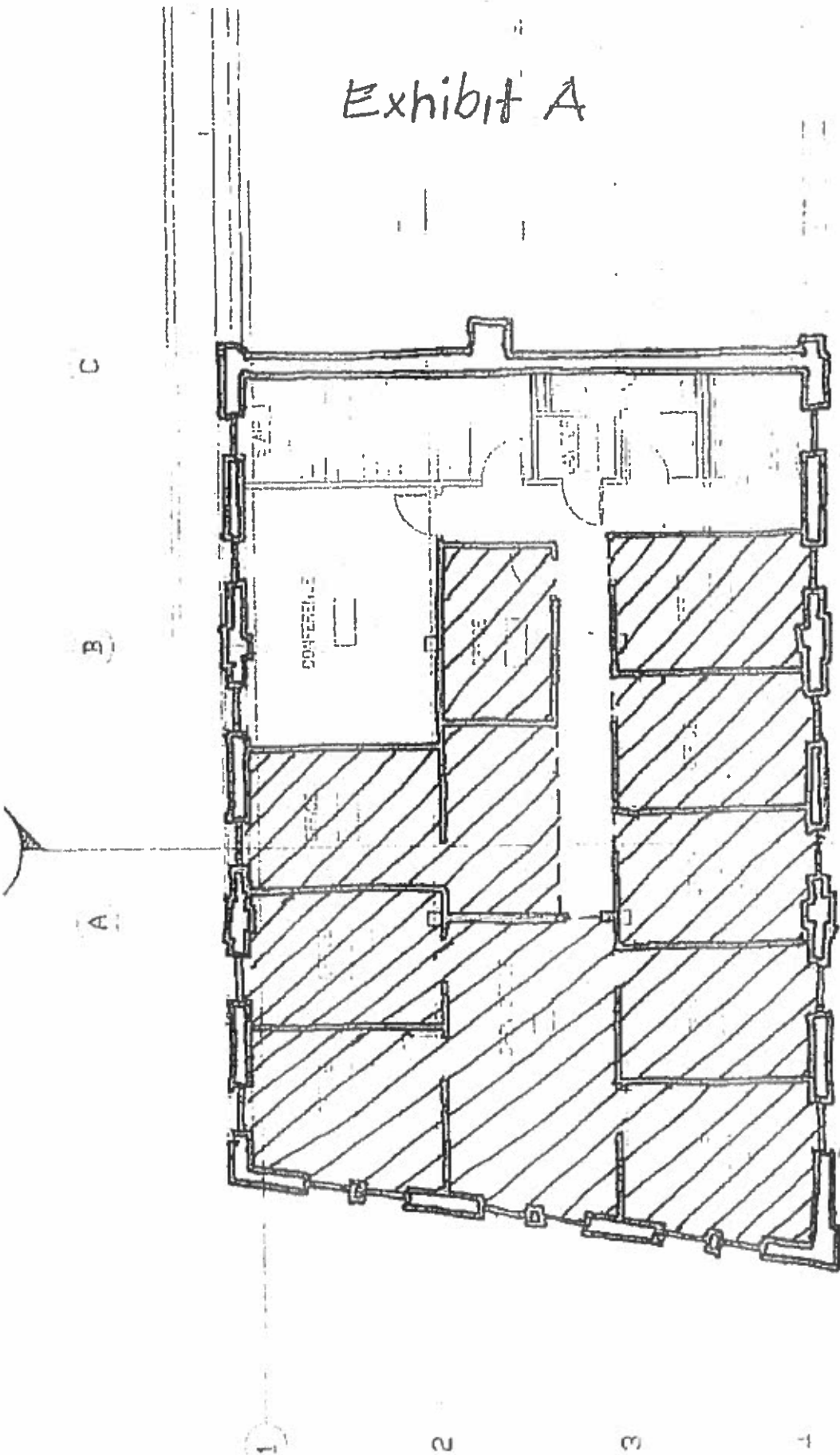
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202-52 12216 OF 15767



1st Floor Warehouse Premises

FIRST FLOOR PLAN

Exhibit A



2ND Floor Office Premises

Tenant may use up to 6 of the demarcated parking spaces adjacent to the building for parking purposes.