

CITY OF CHARLOTTESVILLE LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter, “Lease” or “Lease Agreement”) is made and entered into this _____ day of _____, 20_____, by and between THE CITY OF CHARLOTTESVILLE, VIRGINIA, a Virginia municipal corporation, herein referred to as the “City” or the “Landlord,” and the COUNTY OF ALBEMARLE, VIRGINIA, herein referred to as the “County” or the “Tenant.”

WITNESSETH:

ARTICLE I. PROPERTY

- A. Landlord owns certain land and improvements (“The Property”) located at **701 East Market Street, Charlottesville, Virginia**. For and in consideration of the payment by Tenant of the rent hereinafter reserved and the performance by Tenant of the covenants and agreements hereinafter agreed to be performed by it, Landlord does hereby lease, let, and demise unto Tenant the right of exclusive use and possession of said property during specified hours.

Exhibit A, attached and incorporated herein by reference, sets forth the dimensions and characteristics of the Property.

Tenant shall have exclusive right to the use and possession of the Property, during days and hours in which the County’s Circuit Court and/or General District Court (“County Courts”) is/are in session, more specifically:

1. ***Weekdays***--Monday through Friday each week, from 7:00 a.m. to 6:00 p.m. each day, excepting holidays observed by the County Courts.
2. ***Special Events or Sessions***—any day(s) other than the weekdays specified above, and any weekday hour(s) after 6:00 p.m., when any judicial proceeding or other event within the County Court(s) is scheduled. Immediately upon the scheduling of any special court event or special session, Tenant shall notify the City’s representative in writing.

At all other times, the Landlord shall retain all of its rights as to the use and possession of the property, and Tenant shall not take any action that would hinder or prevent Landlord’s use of the Property, and the parking spaces located therein, at all other times.

ARTICLE II. TERM

The term of this Lease shall be for a period of twenty (20) years (“Term”), commencing on February 1, 2023 (“Commencement Date”), and expiring at midnight on February 1, 2043 (“Expiration Date”)

unless sooner terminated by the parties in accordance with this Lease. Thereafter, unless the County notifies the City in writing of its intent to discontinue this Lease, this Lease will renew for one additional 20-year term, upon the same terms and conditions as set forth herein.

Tenant may cause a Memorandum of this Lease to be recorded among the land records of the City of Charlottesville, Virginia. Landlord shall cooperate with the Tenant and shall promptly sign such Memorandum upon presentment.

ARTICLE III. USE OF PROPERTY

- A. **Management of Property.** The Tenant shall use the Property for parking throughout the entire term of this Lease. Failure to maintain continuous use, except for shutdowns for repair and maintenance for a not more than 90 days, in the aggregate, per year, shall be deemed a breach of this Lease.

To facilitate its use of the Property, Tenant shall have the right to install parking management infrastructure within the Property. All costs and expenses to install, maintain or replace such infrastructure shall be borne by the Tenant throughout the term of the Lease. Examples of parking management infrastructure include, but are not necessarily limited to, signage, access control gates or equipment, and payment kiosks. All signage shall be compliant with requirements of the City's zoning ordinance, and Tenant shall be responsible for obtaining from City officials any building permits, electrical permits, zoning approvals, or other governmental approvals required for any parking management infrastructure. (The Property, together with any parking management infrastructure or other installations or alterations undertaken by the County for its purposes, shall, collectively, be the "Parking Facility").

The Tenant, at its sole discretion, may enforce parking regulations within the Property during times when it has exclusive use and possession under this Lease. No City of Charlottesville official or employee shall be asked to assist with enforcement of parking regulations, nor shall any City of Charlottesville official or employee provide assistance with parking enforcement. The Tenant's operation of the Parking Facility during all times when the Tenant has the right of exclusive use and possession under this lease shall be the sole undertaking of the Tenant; the Landlord shall not be deemed a partner of the Tenant's, nor shall the Landlord otherwise be deemed to be in any joint undertaking with the Tenant.

- B. **Specific use authorized.** The Property shall be used by the Tenant only as a commercial surface parking lot. Parking spaces within the Property shall be for use by the general public who have business with the Albemarle County Courts, or for judges, clerks, or staff employees of those Courts. No other use shall be made by Tenant of the Property without the advance and express written consent of the Landlord.
- C. **Rules and regulations.** Tenant agrees to observe all reasonable rules and regulations from time to time promulgated by Landlord which, in the Landlord's judgment (to be reasonably exercised), are needed for the general well-being, safety, care and cleanliness of the Property. Such rules shall include, but are not limited to, the following:

- 1) The sidewalks, entries, passages, vehicular travel ways and any other parts of the Property which are not occupied by the Tenant shall not be obstructed or used for any other purpose other than ingress and egress.
- 2) The Tenant shall not install or permit the installation of any awnings, shades, and the like.

- 3) Tenant shall have a parking operations plan that specifies when, and under what circumstances vehicles will be towed from parking spaces within the Property. Signs posted within the Premises shall comply with applicable legal requirements and shall provide telephone number(s) at which an employee of Tenant may be reached for customer complaints and for resolution of complaints. Tenant shall be solely responsible, financially and otherwise, for contracting with a provider of towing services.

ARTICLE IV. RENT

Rent. The Tenant hereby covenants and agrees to occupy the Property as Tenant of the Landlord for the term hereinabove set forth and agrees to pay to the Landlord rental therefor without offset or deduction therefrom, the sum of Ten Dollars (\$10.00) in U.S. currency per year (“Rent”).

The parties acknowledge that the annual Fair Market Rent for the Property is \$92,412.00. The difference between the annual Rent specified for this Lease and the annual Fair Market Rent shall be deemed an in-kind financial contribution by Landlord to Tenant in support of the parties’ operation of a joint general district court complex on a different site.

ARTICLE V. DAMAGE OR DESTRUCTION BY CASUALTY

- A. *Casualty renders entirely untenable.* If during the term of this Lease, the Property are damaged by fires, floods, windstorms, earthquakes, explosions, hurricanes, tornadoes, strikes, acts of public enemy, incidences of terrorism, wars or riots, civil disturbances, acts of God, or other casualty, so that the same are rendered unsuitable for Tenant’s uses, and if said Property cannot be repaired by Landlord within ninety (90) days from the time of said damage, then this Lease shall terminate as of the date of such damage.
- B. *Casualty renders partially untenable.* If said Property shall be partially damaged by any of the above casualties as to be partially unsuitable for Tenant’s uses, Landlord shall repair the Property promptly.
- C. *Limitation.* At any time that any parking spaces within the Property are unavailable for use due to circumstances referenced in (A) or (B) for more than seven consecutive calendar days, the Landlord shall provide an equivalent number of parking spaces in a location mutually acceptable to the parties within a one-third mile radius of the Albemarle Circuit Court building, which is the center of the area known as “Court Square”, for as long as the Property are at least partially untenable.
- D. *Exclusions from Landlord’s repairs.* If Landlord undertakes repair of the Property under this Section, Landlord shall not be obligated to repair, restore or replace any of Tenant’s fixtures or any other personal property owned by or in the possession of Tenant and located on the Property; further, Landlord shall not be under any obligation to repair, restore or replace any alterations to the Property made by or on behalf of Tenant.

ARTICLE VI. FORCE MAJEURE

Except as otherwise expressly set forth herein, in the event either Landlord or Tenant shall be delayed or hindered in, or prevented from, the performance of any act or rendering of any service required under this Lease, or may be rendered unable to conduct its ongoing operations within the Property by reason of strikes, inability to obtain materials, failure of power or other utilities, restrictive governmental laws or regulations, acts of God, incidences of terrorism, wars or riots, civil disturbances, floods, earthquakes, volcanic activity, fire, explosions, epidemics or pandemics, hurricanes, tornadoes, or other

reasons of a similar or dissimilar nature which are beyond the reasonable control of the Landlord or Tenant (collectively known as “Event”), then the performance of any such act or rendering of any such service shall be excused for the period of the resulting delay and the period of the performance or the rendering of the service shall be extended for a period equivalent to the period of such delay.

ARTICLE VII. INSURANCE

- A. *Required insurance coverage.* Tenant shall maintain throughout the term of this Lease, with a company licensed to do business in the Commonwealth of Virginia, having a rating satisfactory to Landlord: broad form comprehensive general liability insurance (written on an occurrence basis, including contractual liability coverage).
- 1) The broad form comprehensive general liability insurance shall be in the minimum amount typically carried by prudent tenants engaged in commercial parking operations, but in no event shall be in an amount less than one million dollars (\$1,000,000.00) combined single limit per occurrence.
 - 2) Tenant’s property insurance shall be in an amount not less than that required to replace all fixtures, personal property and other Tenant-installed improvements located on the Property, or twenty-five thousand dollars (\$25,000.00), whichever is greater.
- B. All such insurance shall name Landlord as an additional named insured, contain an endorsement that such insurance shall remain in full force and effect notwithstanding that the insured may have waived its claim against any person prior to the occurrence of a loss, provide that the insurer waives all right of recovery by way of subrogation against Landlord, its partners, agents and employees, and, contain an endorsement prohibiting cancellation, failure to renew, reduction in amount of insurance or change of coverage (1) as to the interests of Landlord by reason of any act or omission of Tenant, and (2) without the insurer’s giving Landlord thirty (30) days’ prior written notice of such action. Tenant shall deliver evidence of all required insurance and receipts evidencing payment of the premium for such insurance (and, upon request, copies of all required insurance policies, including endorsements and declarations) to Landlord on or before the Commencement Date and at least annually thereafter.

ARTICLE VIII. LOSS OR DAMAGE TO PROPERTY OR PERSONS

All personal property and fixtures belonging to the Tenant, located on or about the Property shall be there at the sole risk of the Tenant; and neither the Landlord nor Landlord’s agent shall be liable for the theft or misappropriation thereof nor for any damage or injury thereto, nor for damage or injury to the Tenant or any of its officers, agents or employees or to other persons or to any property caused by fire, explosion, water, gas, electricity, or due to any other cause whatsoever, unless resulting from the willful acts of the Landlord, its employees, agents or representatives. Tenant shall give immediate notice to Landlord in case of fire or accident in the Property or of any defects, damage or injury therein or in any fixtures or equipment.

ARTICLE IX. REPAIRS AND MAINTENANCE--TENANT

- A. *Surrender Obligation.* At the expiration or earlier termination or cancellation of this Lease, Tenant shall surrender the Property to Landlord in as good condition as at the time of delivery, subject to reasonable wear and tear.

- B. *Landlord rights.* If Tenant fails to perform any of its obligations under this Article, then Landlord may perform such obligations and Tenant will pay as additional Rent to Landlord the cost of such performance, including an amount sufficient to reimburse Landlord for overhead and supervision, within thirty (30) calendar days after receipt of Landlord's written demand therefor. Tenant's obligation under this paragraph shall survive the expiration or termination of this Lease.

ARTICLE X. REPAIRS AND MAINTENANCE--LANDLORD

- A. *Maintenance, generally.* Maintenance of the Property, other than as set forth in the foregoing Article, shall be provided by Landlord. Landlord's maintenance responsibility shall include removal of snow and ice from parking areas, onsite walkways, and adjacent public sidewalks and grass mowing. In order to ensure the safety of users of the lot when County courts are in operation, Tenant reserves the right, but not the obligation, to remove snow and ice from the Property, at Tenant's own expense, if not timely removed by the Landlord.
- B. *Capital maintenance.* The Landlord shall, at its expense, maintain the pavement and painted parking space lines in good condition and shall repair the same with reasonable diligence when necessary.
- C. *Timing.* Landlord shall use reasonable diligence in scheduling maintenance to take place at a time and in a manner so as not to unreasonably interfere with Tenant's normal parking use; provided, however, that Landlord shall not be required to perform maintenance at night, or on weekends, if, in Landlord's sole discretion, that would not be efficient from either a budgetary or a practical perspective. Landlord shall give reasonable advance notice to Tenant of scheduled maintenance activities, so that Tenant can adjust its operations accordingly. If planned maintenance or repair activities will render any parking spaces within the Property unavailable for Tenant's exclusive use for more than seven consecutive calendar days, Landlord shall provide an equivalent number of parking spaces in a location mutually acceptable to the parties within a one-third mile radius of the Albemarle Circuit Court building, which is the center of the area known as "Court Square", for the remaining duration of the repair or maintenance activities.

ARTICLE XI. SERVICES AND UTILITIES

- A. *Separately metered utilities.* If, and to whatever extent, any electric, telephone or other utility service(s) are required by Tenant for its parking infrastructure, and such services cannot be separately metered, Tenant shall place all utilities serving the Property in the Tenant's name and be solely responsible for associated costs.
- B. Tenant shall be solely responsible for all other utility or other services required by Tenant for or in connection with its use of the Property (such as internet service, trash removal, etc.).

ARTICLE XII. ALTERATIONS BY TENANT

- A. *Alterations Prohibited Without Landlord Consent.* Tenant shall not make any alteration or improvement to the Property, and shall not install any parking infrastructure, without first submitting plans for such to the Landlord for review and approval.
- B. *Procedure; Review of Drawings and Specifications.* In the event Tenant proposes to make any alteration or physical improvement to the Property, Tenant shall first submit to Landlord for prior written approval: (a) detailed drawings and specifications, and (b) all other documents and information as Landlord may reasonably request in connection with such alteration (including,

without limitation, materials proposed to be submitted in connection with required building permit applications, zoning approvals, or other governmental requirements). Approval of drawings and specifications under the provisions of this Lease shall not constitute any representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such drawings and specifications or the quality of workmanship, or the compliance of such alteration with applicable legal requirements (such compliance to be determined only by the governmental authorities responsible for enforcement of such requirements).

Tenant shall pay the entire cost of the alteration and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workmanlike manner, in accordance with the drawings and specifications approved by Landlord and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Property. In addition, each alteration shall be performed in compliance with all applicable legal requirements and all regulations and requirements of Landlord's and Tenant's insurers. Each alteration, whether temporary or permanent in character, unless otherwise specified, made by Tenant in or upon the Property (excepting only Tenant's furniture, removable equipment and removable trade fixtures) shall become Landlord's property and shall remain upon the Property at the expiration or termination of this Lease without compensation to Tenant. Notwithstanding the foregoing, Landlord shall have the right to require Tenant to remove any alteration at Tenant's sole cost and expense.

Upon completion of alterations or improvements, Tenant shall provide to the City copies of as-built drawings, in the form of a CAD disc.

- C. *ADA Compliance.* Tenant acknowledges that the Property may constitute a place of public accommodation or a facility under Title III of the Americans with Disabilities Act (the "ADA"). Any alteration or improvement to the Property, and parking infrastructure, must comply with accessibility standards set forth in the rules promulgated by the Department of Justice at 28 C.F.R. 36.101 *et seq.* Parking infrastructure installed by Tenant shall comply with applicable ADA and accessibility standards.
- D. *Liens.* Upon completion of any alteration or improvement, Tenant shall promptly furnish Landlord with sworn contractor's acknowledgements of payment in full and final waivers of lien in form and substance satisfactory to Landlord covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to exist against the property, or any part thereof, arising out of any alteration performed, or alleged to have been performed, or any service or work or material provided or furnished to Tenant or the Property by or on behalf of Tenant. If any such lien exists, Tenant shall, within ninety (90) days thereafter, have such lien discharged of record or deliver to Landlord a recordable bond in form, amount, and issued by a surety satisfactory to Landlord indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof, to the extent permitted by Virginia law. Nothing herein constitutes a waiver of either party's sovereign immunity. If Tenant fails to have such liens so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including expenses and attorneys' fees.

ARTICLE XIII. REPRESENTATIONS OF TENANT

Tenant acknowledges and represents that it has had an opportunity to inspect the Property, and that the Property are in good order and repair. Tenant accepts the Property “as-is” and acknowledges that, based on its own inspection of the Property, the Property are suitable for its intended purposes.

ARTICLE XIV. COMPLIANCE WITH LAWS AND REGULATIONS

The Tenant shall, at its own expense, properly and promptly comply with and execute all laws, ordinances, rules, regulations and requirements, as the same now exist or as the same may hereafter be enacted, amended or promulgated by any federal, state or municipal authority, and/or any department or agency thereof, relating to the Tenant’s use of the Property or of the operation of the Tenant’s parking therein.

ARTICLE XV. DEFAULT BY TENANT

A. *Events of Default.* Tenant shall be deemed to be in default under this Lease, if:

- 1) Tenant shall fail or neglect to keep and perform each and every one of the other covenants, conditions and agreements herein contained and on the part of the Tenant to be kept and performed, within thirty (30) days after written notice from the Landlord specifying the items alleged to be in default, unless (1) the curing of such default will take more than thirty (30) days, in which event Tenant shall be deemed to be in default only if it does not commence the curing of such default within the said thirty (30) day period and carry it, in good faith, to prompt completion; or (2) the Tenant shall, in good faith, dispute the existence of any default or the extent of its liability therefor, in which event the Tenant shall be deemed to be in default only if it fails, within thirty (30) days after the agreement or final adjudication, to commence the curing of such default as is adjudged to exist or which the Landlord and the Tenant shall agree exists, and to carry it, in good faith, to prompt completion;

In the event the Tenant abandons the Property, either (i) by removing all of Tenant’s personal property and fixtures from the Property, or (ii) by Tenant’s failure to occupy the Property for a period in excess of ninety (90) days for reasons other than a *force majeure* event, the Landlord may, at its option, accelerate the entire unpaid balance of the basic annual rent for unexpired portion of the Lease, and take action to collect same as the Landlord deems appropriate. The Landlord may re-enter the Property, and such re-entry shall not be deemed a surrender and termination of the Lease. It shall be deemed to be a retaking for the purpose of re-letting the Property and the Landlord may make such alterations, improvements, repairs, etc. as it deems necessary to prepare the Property for re-letting. Neither the Landlord’s re-entry nor failure to re-enter shall be deemed a waiver of any claim it may have against the Tenant for the remaining portion of the Lease. The Tenant remains liable to the Landlord for the entire unpaid balance plus all damages that the Landlord may have suffered by reason of Tenant’s abandonment, less credit given for any rental received by the Landlord from a successor tenant. If the successor tenant pays a rent that exceeds the rent obligation of the Tenant hereunder, the Landlord shall be under no obligation to the Tenant to account for or pay over such excess.

- B. If a material default of any covenant, condition or agreement contained in this Lease shall exist, Tenant’s right to possession shall thereupon cease and Landlord shall be entitled to the possession of said Property and to re-enter the same without demand for rent or for possession. Landlord may proceed forthwith to recover possession of said Property by process of law, any notice to quit or of intention to exercise such option or to re-enter said Property being hereby **EXPRESSLY WAIVED BY TENANT**. Further, Landlord at its sole option may accelerate the unpaid rent for the unexpired

portion of the Lease, giving credit for any proceeds from the re-letting in whole or in part of the Property and improvements by Landlord to others. Tenant will be liable to Landlord for all court costs and reasonable attorney's fees in the event Tenant shall become in default and Landlord incurs court costs and/or attorney's fees in obtaining possession of the Property or in the enforcement of any covenant, condition or agreement herein contained, whether through legal proceedings or otherwise, and whether or not any such legal proceedings be prosecuted to a final judgment.

C. Remedies for Default.

Upon the occurrence of a material Default, Landlord may elect to terminate this Lease, or, without terminating this Lease, Landlord may terminate Tenant's right to possession of the Property—in either case, after giving written notice thereof to Tenant. Upon any such termination, Tenant shall immediately surrender and vacate the Property and deliver possession thereof to Landlord. Tenant grants to Landlord the right, without notice to Tenant, to enter and repossess the Property, to eject Tenant and any others who may be occupying the Property, and to remove any and all personal property and fixtures therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to any rent or any other right given to Landlord hereunder or by operation of law. In addition, Landlord may alter any locks, access gates, or other security devices at the Property.

In addition, Landlord may, but shall not be obligated, to perform any obligation of Tenant under this Lease, and if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation shall be reimbursed by Tenant to Landlord on demand.

- D. Cumulative Remedies.* Any and all remedies set forth in this Lease: (a) shall be in addition to any and all other remedies Landlord may have at law and/or in equity, (b) shall be cumulative, and (c) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.
- E. No Waiver.* No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

ARTICLE XVI. DEFAULT BY LANDLORD

Landlord shall be deemed to be in default under this Lease, if it shall fail to provide the Property in the condition agreed to herein, free from any interference with Tenant's use and enjoyment thereof, or to provide all services within the standards agreed upon. In case of Landlord's material default, Tenant shall have the option of terminating this Lease after first giving sixty (60) days' advance written notice to Landlord and an opportunity to cure. In the event the material default is not cured within the 60-day period, the Lease shall terminate.

ARTICLE XVII. SURRENDER OF PROPERTY

Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Property to Landlord in good order, repair and condition, ordinary wear and tear, acts of God, fire, and other casualty (not resulting from Tenant's or Tenant's agents', employees' or invitees' acts or omissions) excepted. Tenant shall on the day of expiration or termination of this Lease, or prior to such date,

remove all property of Tenant, and Tenant shall within two weeks after expiration or termination repair all damage to the Property caused by such removal and make reasonable restoration of the Property to the condition in which they existed prior to the installation of the property so removed.

ARTICLE XVIII. SIGNAGE

Tenant shall have no right to erect or install canopies, marquees, or advertising devices within the area of the Property. Tenant shall have no right to erect or install any sign within the Property, except with Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. All signs authorized by the Landlord must comply with applicable requirements of the City's zoning ordinance and the Uniform Statewide Building Code.

ARTICLE XIX. ASSIGNMENT AND SUBLETS

- A. Except as otherwise expressly authorized herein, Tenant shall not assign or sublet the Property or any part thereof to any third party.
- B. Tenant shall not mortgage or encumber the Property without Landlord's written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion.
- C. *Tenant to Remain Liable.* In no event shall any Transfer (whether or not permitted hereunder) release or relieve Tenant from its obligations to fully observe or perform all of the terms, covenants and conditions of this Lease on its part to be observed or performed.
- D. *Attorneys' Fees.* Tenant shall pay Landlord, on demand as additional rent, any attorney's fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer.

ARTICLE XX. HAZARDOUS MATERIAL

- A. For purposes of this Lease, "Hazardous Material" means any flammable items, explosives, radioactive material, oil, toxic substance, material or waste or related materials, including any material or substance included in the definition of "hazardous wastes," "hazardous materials" or "toxic substances", now or hereafter regulated under any Legal Requirements, including, without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, medical waste, polychlorinated biphenyls, and similar compounds. "Hazardous Material" shall also include, without limitation, any materials or substances which could trigger any employee "right to know" requirements or for which any regulatory or other governmental body has adopted any requirements for the preparation or distribution of a material safety data sheet.
- B. Tenant shall not cause or permit any Hazardous Material to be brought upon, produced, stored, generated, used, discharged or disposed of, in, on, under or about the Property, without the prior written consent of Landlord and then only in compliance with all applicable environmental legal requirements.
- C. Tenant shall execute such affidavits, representations and certifications from time to time as may be requested by Landlord, concerning Tenant's best knowledge and belief regarding the presence or absence of Hazardous Material in, on, under or about the Property and/or the Property.

- D. To the extent permitted by law, Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims (including, without limitation, costs and attorneys' fees) arising from any breach of this Article. The indemnity, defense and hold harmless obligations in this Article shall be in addition to all other indemnity, defense and hold harmless obligations contained in this Lease. Nothing herein constitutes a waiver of either party's sovereign immunity.

ARTICLE XXI. NOTICES

- A. Any notice required or permitted by this Lease to be given by either party to the other may be hand-delivered or sent by U.S. Mail, return receipt requested, with the sender retaining sufficient proof of having given such notice. No notice required or permitted by this Lease shall be effective if given only by electronic mail.

- B. All notices required by this Lease, unless otherwise designated in writing, shall be given to:

Tenant	Mailing Address:	Albemarle County Executive 401 McIntire Road Charlottesville, Virginia 22902
	Delivery Address:	Same as above
Landlord	Mailing Address:	Charlottesville City Manager PO Box 911 Charlottesville, Virginia 22902
	Delivery Address:	Same as above

ARTICLE XXII. QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall have the peaceful and quiet use of the Property during the days and times specified herein, and all rights, servitudes, and privileges belonging to, or in any way appertaining thereto, or granted hereby for the terms stated, without hindrance, or interruption by Landlord or any other person or persons lawfully claiming by, through or under Landlord.

ARTICLE XXIII. NO IMPLIED WAIVERS

A waiver of any covenant or condition of this Lease shall extend to the particular instance only and in the manner specified and shall not be construed as applying to or in any manner waiving any further or other covenants, conditions or rights hereunder.

ARTICLE XXIV. NO PARTNERSHIP CREATED

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of, or between, Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

ARTICLE XXV. ENTIRE AGREEMENT; MODIFICATION

- A. This Lease, together with exhibits attached hereto and the parties' Memorandum of Agreement regarding the County's Courts Project (as amended), represents the entire understanding between the parties, and there are no other collateral or oral agreements or understandings between the parties as to any subject(s) herein contained.
- B. This Lease is entered pursuant and subordinate to the parties' Memorandum of Agreement regarding the County's Courts Project (as amended). Any rights and responsibilities of the parties thereunder, including (but not limited to) any and all obligations to provide alternate parking, survive termination of this Lease.
- C. This Lease shall not be modified unless in writing of equal dignity signed by both parties.

ARTICLE XXVI. PARTIAL INVALIDITY

If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XXVII. BINDING EFFECT

It is agreed that all of the terms and conditions of this Lease are binding upon the parties hereto, their administrators, heirs, successors and assigns, unless otherwise specified herein. All terms and conditions herein are also covenants.

ARTICLE XXVIII. APPLICABLE LAW

This Lease shall be governed in all aspects by the laws of the Commonwealth of Virginia, notwithstanding its conflict of laws provisions.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives, following below:

[insert signature pages following]