

## AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF ALBEMARLE, VIRGINIA, Landlord, and PIEDMONT HOUSING ALLIANCE, Tenant.

### ARTICLE I. PREMISES AND IMPROVEMENTS

In consideration of the rents and covenants herein set forth, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises described on Exhibit A attached hereto and made a part hereof together with any and all improvements thereon (the "Leased Premises"). The Leased Premises will be occupied by the Tenant.

### ARTICLE II. TITLE: QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant will have peaceful and quiet enjoyment, use and possession of the Leased Premises without hindrance on the part of the Landlord or anyone claiming by, through, or under Landlord.

### ARTICLE III. TERM

Section 3.1. Commencement and Expiration. This Lease will commence on January 1, 2023 (the "Date of Commencement") and will expire December 31, 2027. All references to the "term" of this Lease will, unless the context indicates a different meaning, be deemed to be a reference to the term described herein.

Section 3.2. Renewal. This Lease may be renewed for an additional period as may be mutually agreed by the Landlord and Tenant. If renewal is not agreed upon by the Landlord and Tenant, this Lease will expire upon expiration of the initial term.

Section 3.3. Early Termination. At any time during any term of this Lease, upon six months' written notice to the Tenant, provided pursuant to Section 18.3 herein, the Landlord may terminate this Lease at its discretion, without further obligation after said termination.

### ARTICLE IV. RENT

Section 4.1. Annual Rent. Tenant will pay to Landlord annual rent of \$6,426.00, payable in equal monthly installments, in advance, on the first day of each month during the term hereof. Following the initial year of this Lease, the rent for subsequent years of the Lease will be indexed for inflation and will be calculated by first establishing a fraction, the numerator of which will be the level of the CPI Index (as defined herein) as of the first day of June in the subsequent years, and the denominator of which will be the level of the CPI Index as of the Date of Commencement. The resulting fraction will be multiplied by the rent agreed upon or established above for the first year of the term of the Lease to determine the annual rent due for the year. The rental figure will be revised each year based upon this formula. The CPI Index

will be the U.S. Bureau of Labor Statistics Consumer Price Index (all items, all urban consumers, 1982-1984 = 100). If the CPI Index is discontinued, Landlord will designate an appropriate substitute index or formula having the same general acceptance as to use and reliability as the CPI Index and such substitute will be used as if originally designated herein. Notwithstanding the foregoing, in no event will the rent due for any lease year decrease below the rent payable for the first year.

Upon mutual written agreement of the parties, this Lease may be amended to add additional square footage to the Premises. If additional square footage is added to the Premises during any term of this lease, the total rent will be increased by the product of multiplying the additional square footage by the base rental rate for the term during which the additional square footage is to be added and prorated for the number of months remaining in that term. The base rental rate is defined as the then-current total rent for the term during which the additional square footage is to be added divided by the then-current gross square feet for the term during which the additional square footage is to be added.

Section 4.2. Address for Rent Payment. All payments of rent due Landlord pursuant to Section 4.1 will be made to Landlord at the address specified for "Notices" herein, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date.

## ARTICLE V. UTILITIES AND SERVICES

The Landlord will provide water, sewer, electricity, heating, and cooling. The parties will share the trash collection and janitorial expense as outlined below. The Tenant will provide telephone and all other services.

## ARTICLE VI. USE OF PROPERTY

Section 6.1. Permitted Use. Tenant will have use of the Leased Premises for a leasing and management office and community center, as detailed below.

- (a) The Tenant will maintain an office in the Leased Premises for leasing and management of the Crozet Meadows and Meadowlands Apartments (hereinafter, the "Apartments").
- (b) A Community Center will operate in the Leased Premises under the supervision of the Tenant during the hours that the leasing office is open.
- (c) Residents of the Apartments may enjoy use of the Community Center during the Tenant's hours of operation, as allowed and supervised by the Tenant.
- (d) Other uses of the Leased Premises may be allowed by the Tenant at its discretion to provide services for the residents of the Apartments and surrounding community during the normal hours of Tenant's leasing office.
- (e) The Tenant may make appropriate charges for the use of the Community Center during the normal hours of Tenant's leasing office as determined by the Tenant.
- (f) After-hours use is understood to be any hours that the PHA leasing office is not

scheduled to be open.

- (g) The Landlord's Parks and Recreation Department will arrange and manage any after-hours use of the Community Center by the community.
- (h) The Tenant will arrange and manage any after-hours use of the Community Center by the residents of the Apartments.
- (i) The Tenant may make appropriate charges for the after-hours use of the Community Center by residents of the Apartments as determined by the Tenant.
- (j) All reservations for the after-hours use of the Community Center will be requested through the Landlord's Parks and Recreation Department, who will maintain a master calendar of building use.
- (k) Reservations requests for use by Apartment residents or for the sole benefit of Apartment residents will be requested through the Tenant. The Tenant's representative will contact the Landlord's Parks and Recreation Department to schedule such requests.
- (l) The Landlord will waive the reservation fee for any reservation scheduled by the Tenant.
- (m) The Tenant will be responsible for the routine cleaning and necessary janitorial supplies incurred (i) during the Tenant's hours of operation and (ii) by after-hours use scheduled by the Tenant.
- (n) The Landlord, through its Parks and Recreation Department, will be responsible for the routine cleaning and necessary janitorial supplies for after-hours community use.

Section 6.2. Parking. Tenant is entitled to the use of parking spaces in the parking lot and an access easement to the Leased Premises.

## ARTICLE VII. ALTERATIONS, IMPROVEMENTS, FIXTURES AND SIGNS

### Section 7.1. Installation by Tenant.

(a) Tenant may, from time to time, make or cause to be made any interior non-structural alterations, additions or improvements which do not damage or alter the Leased Premises, provided that Landlord's consent has first been obtained in writing, and provided that Tenant has obtained all required governmental permits for such alterations, additions, or improvements.

(b) Tenant may, from time to time, make interior structural alterations, additions, or improvements, only with Landlord's prior written consent to plans and specifications therefor, which consent will not be unreasonably withheld. Upon the expiration or sooner termination of this Lease, Landlord will have the option (exercisable upon sixty (60) days' notice to Tenant except in the case of a termination of this Lease due to a default by Tenant, in which case no such notice will be required) to require Tenant to remove at Tenant's sole cost and expense any and all improvements made by Tenant to the Leased Premises or to elect to keep such improvement as Landlord's property. In the event Tenant is required to remove any improvements, (i) Tenant will be responsible for the repair of all damage caused by the installation or removal thereof, and (ii) if Tenant fails to properly remove such improvements or provide for the repair of the Leased Premises, Landlord may perform the same at Tenant's cost

and expense.

Section 7.2. Signs. Tenant may place signs on the interior or exterior of the Leased Premises with the prior written approval of Landlord.

#### ARTICLE VIII MAINTENANCE OF LEASED PREMISES

Section 8.1. Maintenance. Landlord will be responsible for all repairs and maintenance for the Leased Premises, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, including, but not limited to, plumbing, heating, electrical, air conditioning, plate glass and windows. Notwithstanding the foregoing, Tenant will be responsible for all maintenance and repairs necessitated by the negligence of Tenant, its employees, and invitees. Landlord's representative will perform a monthly inspection of the Leased Premises with the Tenant's representative to discuss any immediate or long-range maintenance concerns. The Tenant will notify the Landlord's Parks and Recreation Department promptly if it becomes aware of repairs that require immediate attention, and appropriate Landlord staff will respond.

Section 8.2. Right of Entry. Landlord reserves the right for itself, its agents and employees to enter upon the Leased Premises at any reasonable time to make repairs, alterations or improvements; provided, however, that such repairs, alterations, or improvements will not unreasonably interfere with Tenant's operations. Such right to enter will also include the right to enter upon the Leased Premises for the purposes of inspection.

Section 8.3. Surrender of Leased Premises. At the expiration of the tenancy hereby created, Tenant must surrender the Leased Premises and all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and inform Landlord of all combinations on locks, safes, and vaults, if any, that Landlord has granted permission to have left in the Leased Premises. At such time, the Leased Premises must be broom clean and in good condition and repair, commensurate with its age. If Tenant leaves any of Tenant's personal property in the Leased Premises, Landlord, at its option, may remove and store any or all of such property at Tenant's expense or may deem the same abandoned and, in such event, the property deemed abandoned will become the property of Landlord.

#### ARTICLE IX. INSURANCE

Section 9.1. Liability Insurance of Tenant. Tenant covenants and agrees that it will, at all times during the term of this Lease, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant and any sub-tenants of Tenant on the Leased Premises in which the limits of public liability for bodily injury and property damage will not be less than One Million Dollars (\$1,000,000) per accident, combined single limit. The policy will name the Landlord as an additional insured. The policy will provide that the insurance thereunder will not be cancelled until thirty (30) days after written notice thereof to all named insureds.

Section 9.2. Fire and Extended Coverage. Landlord agrees that it will, during the initial

and any renewal term of this Lease, insure and keep insured, for the benefit of Landlord and its respective successors in interest, the Leased Premises, or any portion thereof then in being. Such policy will contain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as "extended coverage," as the same may exist from time to time. Landlord agrees to name Tenant as an additional insured on such policy, as its interest may appear.

Section 9.3. Evidence of Insurance. Copies of policies of insurance (or certificates of the insurers) for insurance required to be maintained by Tenant and Landlord pursuant to Sections 9.1 and 9.2 will be delivered by Landlord or Tenant, as the case may be, to the other upon the issuance of such insurance and thereafter not less than thirty (30) days prior to the expiration dates thereof.

Section 9.4. Waiver of Subrogation. Tenant hereby releases the Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under it, by way of subrogation or otherwise, from any loss or damage to property caused by any peril insured under Tenant's policies of insurance covering such property (but only to the extent of the insurance proceeds payable under such policies), even if such loss or damage is attributable to the fault or negligence of Landlord, or anyone for whom Landlord may be responsible; provided, however, that this release will be applicable and in force and effect only with respect to loss or damage occurring during such time as any such release will not adversely affect or impair the releasor's policies or insurance or prejudice the right of the releasor to recover thereunder.

#### ARTICLE X. WASTE, NUISANCE, COMPLIANCE WITH GOVERNMENTAL REGULATIONS

Section 10.1. Waste or Nuisance. Tenant must not commit or suffer to be committed any waste or any nuisance upon the Leased Premises.

Section 10.2. Governmental Regulations. During the term of this Lease, Tenant must, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises or Tenant's use and occupancy thereof.

#### ARTICLE XI. FIRE OR OTHER CASUALTY

If the Leased Premises are damaged so as to render two-thirds (2/3) or more of the Leased Premises untenable by fire or other casualty insured against under the insurance required to be carried by Landlord pursuant to Section 9.2, Landlord may elect to either terminate this Lease as of the date of damage or repair the Leased Premises. Unless Landlord elects to terminate this Lease, such damage or destruction will in no way annul or void this Lease except that Tenant will be entitled to a proportionate reduction of the rent payable under Article IV while such repairs are being made, such proportionate reduction to be based upon the proportion of the Leased Premises rendered untenable as a result of such damage.

Notwithstanding the foregoing, if any damage or destruction from any cause whatsoever has not been repaired and such repairs have not commenced within one hundred eighty (180) days of the date thereof, Tenant may, as its exclusive remedy, terminate this Lease upon thirty (30) days written notice to Landlord.

#### ARTICLE XII CONDEMNATION

If the whole or any part of the Leased Premises is taken under the power of eminent domain, then this Lease will terminate as to the part so taken on the day when Tenant is required to yield possession thereof, the Landlord will make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition; and the rent payable under Article IV will be reduced proportionately as to the portion of the Leased Premises so taken. If the amount of the Leased Premises so taken is such as to impair substantially the usefulness of the Leased Premises for the purposes for which the same are hereby leased, then either party may terminate this Lease as of the date when Tenant is required to yield possession.

#### ARTICLE XIII DEFAULT OF TENANT

Section 13.1. Default. The occurrence of any of the following will be deemed a "default" under this Lease:

(a) Tenant fails to pay when due any amount of rent, additional rent or other monies due under this Lease, including Articles IV and V, and such payment is not received by Landlord within ten (10) days after written notice of such failure is received by Tenant; or

(b) a default in any of the other provisions of this Lease, and such default continues uncured for a period of thirty (30) days after written notice thereof from Landlord.

Section 13.2. Remedies. In the event of any default or breach hereof by Tenant, Landlord may (in addition to all other rights and remedies provided by law) terminate this Lease or re-enter and take possession of the Leased Premises, peaceably or by force, and remove any property therein without liability for damage to and without obligation to store such property, but may store the same at Tenant's expense, and collect from Tenant all rent then due and which would accrue for the unexpired portion of the term hereof, together with reasonable attorney's fees. In addition, in the event of a failure to pay rent, additional rent or other money within five (5) days of its due date, Tenant must pay to Landlord the greater of Twenty-Five and no/100 Dollars (\$25.00) or one half (1/2) of one percent (1%) of such sum for each month after the fifth day such rent or other money is late.

#### ARTICLE XIV HOLDING OVER, ASSIGNS, SUCCESSORS

Section 14.1. Holding Over. Any holding over after the expiration of the term hereof, with the consent of Landlord, will be construed to be a tenancy from month-to-month at the same rent herein specified (prorated on a monthly basis) and will otherwise be on the terms and conditions herein specified as far as applicable. If Tenant remains in possession *without*

Landlord's consent after expiration of the term of this Lease Agreement or its termination, the Tenant will pay to Landlord its damages, reasonable attorney's fees, and court costs in any action for possession. Tenant must pay to Landlord as liquidated damages a sum equal to 110% of the Base Rent then applicable for each month or portion thereof Tenant retains possession of the Premises or any part thereof after the termination of this Lease.

Section 14.2. Showing the Leased Premises. During the last ninety (90) days of the term hereof, Tenant will allow Landlord, or its agents, to show the Leased Premises to prospective tenants or purchasers at such times as Landlord may reasonably desire.

Section 14.3. Successors. All rights and liabilities herein given to, or imposed upon the respective parties hereto, will extend to and bind the heirs, executors, administrators, successors and permitted assigns of the parties. All covenants, representations and agreements of Landlord will be deemed the covenants, representations, and agreements of the fee owner from time to time of the Leased Premises and Landlord will be automatically released of all liability under this Lease from and after the date of any sale by Landlord of the Leased Premises. All covenants, representations and agreements of Tenant will be deemed the covenants, representations, and agreements of the occupant or occupants of the Leased Premises.

#### ARTICLE XV. BROKER'S FEES

Tenant and Landlord hereby warrant that there are no brokerage commissions due in connection with this Lease.

#### ARTICLE XVI. NO ASSIGNMENT

Tenant may not assign this Lease or sublet all or any portion of the Leased Premises, either directly or indirectly, without the prior written consent of Landlord. No assignment, sublease or transfer of this Lease by Tenant will (i) be effective unless and until the assignee, subtenant or transferee expressly assumes in writing Tenant's obligations under this Lease, or (ii) relieve Tenant of its obligations hereunder, and Tenant will thereafter remain liable for the obligations of the Tenant under this Lease whether arising before or after such assignment, sublease, or transfer.

#### ARTICLE XVII. SUBORDINATION OF LEASE

This Lease and all rights of Tenant hereunder are and will be subject and subordinate in all respects to (1) any mortgages, deeds of trust and building loan agreements affecting the Leased Premises, including any and all renewals, replacements, modifications, substitutions, supplements, and extensions thereof, and (2) each advance made or to be made thereunder. In confirmation of such subordination, Tenant must promptly upon the request of Landlord execute and deliver an instrument in recordable form satisfactory to Landlord evidencing such subordination; and if Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any

such instruments on behalf of Tenant. Tenant further agrees that in the event any such mortgagee or lender requests reasonable modifications to this Lease as a condition of such financing, Tenant will not withhold or delay its consent thereto.

#### ARTICLE XVIII. MISCELLANEOUS

Section 18.1. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition contained herein will not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance or payment of rent hereunder by Landlord or Tenant, respectively, will not be deemed to be a waiver of any breach by Tenant or Landlord, respectively, of any term, covenant, or condition of this Lease regardless of knowledge of such breach at the time of acceptance or payment of such rent. No covenant, term, or condition of this Lease will be deemed to have been waived by Tenant or Landlord unless the waiver be in writing signed by the party to be charged thereby.

Section 18.2. Entire Agreement. This Lease, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises; and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease will be binding upon Landlord or Tenant unless reduced in writing and signed by them.

Section 18.3. Notices. Any notice, demand, request, or other instrument which may be, or is required to be given under this Lease, will be in writing and delivered in person or by United States certified mail, postage prepaid, and will be addressed:

- (a) if to Landlord, at  
County of Albemarle  
County Executive's Office  
401 McIntire Road  
Charlottesville, Virginia 22902  
or at such other address as Landlord may designate by written notice;
- (b) if to Tenant, at  
Piedmont Housing Alliance  
Attn: Executive Director  
682 Berkmar Circle  
Charlottesville, VA 22901  
or at such other address as Tenant may designate by written notice.

Section 18.4. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way do they



affect this Lease.

Section 18.5. Partial Invalidity. If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance to any extent becomes invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant, or condition of this Lease will be valid and be enforced to the fullest extent permitted by law.

Section 18.6. Recording. Upon request of either party, a memorandum of lease will be executed and recorded. Such memorandum will contain any provisions of this Lease which either party requests except for the provisions of Article IV, which will not be included. The cost of recording such memorandum of lease or a short form hereof will be borne by the party requesting such recordation.

Section 18.7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

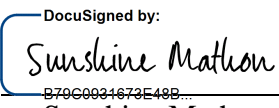
Section 18.8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument as of the day and year first above written.

**TENANT**

**PIEDMONT HOUSING ALLIANCE**

By:  DocuSigned by:  
02869E3BDABC4A7  
Crystal Napier, President

By:  DocuSigned by:  
B79C0034673E48B...  
Sunshine Mathon, Executive Director

**LANDLORD**

This Lease is executed on behalf of the County of Albemarle by Jeffrey B. Richardson, County Executive, following a duly-held public hearing, and pursuant to a Resolution of the Albemarle County Board of Supervisors.

**COUNTY OF ALBEMARLE, VIRGINIA**

By: \_\_\_\_\_  
Jeffrey B. Richardson, County Executive

Approved as to form:

\_\_\_\_\_  
Albemarle County Attorney

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

All that certain building located at 5735 Meadows Drive, Crozet, Albemarle County, Virginia, consisting of 2,400 square feet, more or less, commonly known as the Crozet/Meadows Community Recreation Building, and more particularly shown on the attached Attachment A.

## Attachment A

