

## DEED OF LEASE

THIS DEED OF LEASE (the “Lease” or “Agreement”) is dated \_\_\_\_\_, 2024 (“Effective Date”), by and between the **CITY OF ALEXANDRIA**, a municipal corporation of Virginia (the “City” or “Landlord”), and **JEFFREY LEE YATES, TRUSTEE of the Jeffrey Lee Yates Trust dated September 14, 2017** (the “Tenant”).

### WITNESSETH

WHEREAS, Tenant is the holder of Special Use Permit #2024-0030 approved by the City Council on June 15, 2024 (the “SUP”) for a non-complying light automobile repair use at 1050 N. Fayette Street, Yates Auto Care (the “Business”) and desires to obtain the right to use, subject to the terms and conditions of this Agreement, a certain portion of the public right-of-way, adjacent to the Business, owner by Tenant and located at 1050 N. Fayette Street; and

WHEREAS, Landlord is willing to permit Tenant to use this property adjacent to the Business for overflow activities, such as washing, drying, finishing, parking, or loading/unloading of vehicles, subject to obtaining all required permits and approvals, and the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

#### **ARTICLE I. GRANT OF LEASE**

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, does hereby lease to Tenant and Tenant does hereby lease from Landlord a portion of the City of Alexandria public right of way containing approximately five hundred and nine (509) square feet and being adjacent to “1050 North Fayette Street”, City of Alexandria Tax Map-Block-Lot Number 044.03-06-01 (the “Driveway”) all as shown on Exhibit A (“Lease Area”).

In exchange for the consideration described herein and based upon the terms and conditions described herein, Landlord grants Tenant a lease to use the Lease Area for continuous periods during the term of this Agreement exclusively for overflow activities, such as washing, drying, finishing, parking, loading/unloading of vehicles, associated with the Business as described in the SUP. The Tenant shall be responsible for general upkeep, including regular cleaning and snow removal of the Lease Area and adjacent pedestrian access, and shall ensure that the Lease Area remains passable for pedestrians utilizing the right of way. Tenant shall address any maintenance requests from the Landlord within fourteen (14) days from the date the request is received. Failure of the Tenant to comply with the foregoing may be considered a condition of default under **Article VIII. Default and Termination** of this Lease Agreement.

#### **ARTICLE II. LEASE TERM**

The term of this Lease shall begin from no earlier than October 1<sup>st</sup>, 2024, and shall continue until June 30, 2029. The period from lease commencement date to and including the lease expiration date may hereafter be referred to as the “Lease Term”.

#### **ARTICLE III. RENT**

Section 1. Rent. Tenant shall pay Landlord an annual fee for the rights to use the Lease Area commencing three (3) months following the lease commencement date, without demand, deduction, set-off or counterclaim, the sum of Six Thousand One Hundred Fifty-Five Dollars and Ninety-Eight Cents (\$6,155.98) which shall constitute “Base Rent”. This initial payment shall also include the amount of One Thousand Five Hundred Thirty-Eight and Ninety-Nine Cents (\$1,538.99)

[if such amount has not already been paid] for the “extension period” of July 1, 2024 and September 30, 2024, during which the Tenant occupied the Lease Area- which payment shall be counted as a credit against the overall amount of \$6,155.98. On an annual basis starting July 1, 2025, Tenant’s annual Base Rent shall be increased by an amount equal to three percent (3%) per annum over the prior year’s Base Rent. The annual lease fee is therefore as follows: \$6,155.98 (year 1) (with a deduction of payment received in the amount of \$1,538.99 for pro-rated “extension period” months, if paid at that time); \$6,340.66 (year 2); \$6,530.88 (year 3); \$6,726.81 (year 4); and \$6,928.61 (year 5), to be paid annually.

Section 2. Due Date. The initial lease payment is due on December 1, 2024, being three (3) months from the Effective Date of this Agreement. Each subsequent annual Lease Payment after the initial lease payment will be due on July 1<sup>st</sup> of each subsequent year.

Section 3. Payment Mailing Address. All payments shall be sent to Landlord at the following address:  
 City of Alexandria  
 Department of General Services (Rent – 25)  
 P.O. Box 178  
 Alexandria, Virginia 22313

Checks tendered in payment of the annual fee shall be made payable to “City of Alexandria.”

Section 4. Late Payment. In the event any payment due to Landlord hereunder is delayed by more than thirty (30) business days, such payment shall increase by ten percent (10%) of the payment due, additionally, interest on the unpaid amount shall accrue at the rate of 2.5% per month from the due date until paid. In the event any payment due to Landlord hereunder is delayed by more than sixty (60) business days, Landlord may initiate the steps outlined under **Article VIII. Default and Termination** within this Agreement, and any remedies outlined in this Section shall be in addition to the provisions of **Article VIII. Default and Termination** within this Agreement.

Section 5. Security Deposit. No security deposit shall be required.

#### **ARTICLE IV. SIDEWALK AND FRONTAGE IMPROVEMENTS**

The contents of this Article IV. pertain to Landlord’s sidewalk and frontage improvements in the Lease Area. If such sidewalk and frontage improvements have been completed prior to the Lease Term of this Lease Agreement, the contents of this Article IV. shall be null and void.

Section 1. Use and Notice by Landlord for Improvements. Landlord shall provide Tenant thirty (30) day’s written notice prior to beginning improvements in the Lease Area or such lesser period of time as Tenant may accept. Landlord shall be responsible for all improvements, and shall have full and free use of the Lease Area to make such improvements. Tenant shall have the right to review the improvements prior to construction to ensure adequate access to the entirety of the Property is provided.

Section 2. Temporary Construction Easement. Tenant creates, grants, and conveys to City, its agents, successors and assigns, a temporary, non-exclusive construction easement for the purpose of Landlord’s improvements. The Temporary Construction Easement area shall be the first fifteen (15) feet of tenant’s property being adjacent to N. Fayette St. and is shown in Exhibit B (“Temporary Construction Easement”). This Temporary Construction Easement shall not commence until the beginning of Landlord’s improvements and shall terminate and cease to

be of any force and effect upon the completion of these improvements.

Section 3. Term of Sidewalk and Frontage Improvements. Landlord's improvements upon the Lease Area shall take place over a period not to exceed thirty (30) days. Landlord agrees that all work done within the Temporary Construction Easement Area shall be done in a good and workmanlike manner and shall be diligently pursued until completion. Landlord will take such reasonable steps as are feasible during the course of the improvements to ensure Tenant access to the Business over the Lease Area.

#### **ARTICLE V. POSSESSION AND CONDITION OF PREMISES**

On the Commencement Date, Landlord shall deliver the Lease Area to Tenant in good repair, in compliance with all applicable building and occupancy codes, and in a condition suitable to the use for which it is leased.

#### **ARTICLE VI. ALTERATIONS**

Tenant shall not make any structural alterations, additions, or improvements to the Lease Area without the written consent of Landlord.

#### **ARTICLE VII. INSURANCE**

Tenant agrees to provide, and shall certify to the satisfaction of the Landlord that it is covered by liability insurance in the amount not less than \$1,000,000 per person and \$3,000,000 per occurrence, which insures Tenant against (i) all claims of personal injury and personal property damage arising from the use of the Lease Area, which allege that the injury or damage has been caused by the negligence or gross negligence of the Tenant and the Tenant's agents and employees, and (ii) claims of personal injury and property damage arising from the use of the Lease Area. Landlord shall be named as an additional insured in the policy required by this paragraph. In the event Tenant is unable to obtain the required insurance naming Landlord as a named insured, or the required insurance lapses, this Lease Agreement shall terminate. Tenant agrees to maintain insurance coverage required by this provision throughout the term of this Agreement.

#### **ARTICLE VIII. DEFAULT AND TERMINATION**

In the event Tenant violates any term of this Agreement, Tenant shall be considered in default. Landlord shall give written notice thereof to the Tenant of such breach. If such breach continues for a period of thirty (30) days after issuance of written notice of the default, Landlord may terminate this Agreement effective immediately. If such default is of such a nature that it cannot be cured within such thirty (30) day period, Tenant may request that Landlord agree to extend the cure period for a reasonable amount of time to effect such a cure and such agreement shall not be unreasonably withheld by Landlord. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

Further, Tenant shall have the right to terminate this Agreement, effective immediately, in the event Tenant shall cease to own and operate the Business. At the termination of this Lease, Tenant shall peaceably deliver the Premises in the same condition as originally accepted, except for reasonable wear and tear, and subject to any provisions herein to make repairs and restoration. Tenant shall also deliver any proportional share of the annual Rent (measured as a share of the annual term of July 1<sup>st</sup> to June 30<sup>th</sup>) remaining unpaid at the time of termination.

## **ARTICLE IX. INDEMNIFICATION**

Tenant agrees to indemnify and hold harmless the Landlord and all of its officers, employees, and agents from and against all suits, action, causes of action, damages, claims, liability, and expenses (including court costs and attorney's fees), and against any losses incurred by Landlord, resulting from or arising out of any act or omission of the Tenant or any of its employees, agents, invitees, licensees or guests in the course of operating, maintaining or using the Lease Area.

By executing this Agreement, Tenant expressly acknowledges and agrees that the Landlord and its officers and employees shall not be liable to Tenant or to any of its employees, agents, invitees, licensees or guests for any bodily injury or property damage sustained by any of them while on the Lease Area or for any property damage to Tenant's facilities located within the Lease Area.

## **ARTICLE X. NOTICES**

All notices required or permitted under this Lease shall be given in any manner set out in this section and addressed to

Landlord:

City of Alexandria  
General Services Department  
Attn: Lease Management  
421 King Street, Suite 220  
Alexandria, VA 22314  
(703) 746-4300

Tenant:

Jeffrey L. Yates, Trustee  
Jeffrey Lee Yates Trust  
dated September 14, 2017  
2525 King Street  
Alexandria, VA 22301

Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by registered or certified mail, return receipt requested, postage prepaid.

Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at which to deliver notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this section.

Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

## **ARTICLE XI. BINDING EFFECT; AMENDMENTS**

The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. This Lease shall not be effective or binding unless and until signed by all parties.

## **ARTICLE XII. MISCELLANEOUS**

Section 1. Presumptions. No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact

that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto.

Section 2. Headings. The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

Section 3. Assignment or Sublease. Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord.

Section 4. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance, and breach), shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a state court of subject matter jurisdiction located in City of Alexandria, Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written or have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized.

**SIGNATURES AND JURATS ON FOLLOWING PAGES**

Signed, sealed and delivered in the presence of:

TENANT:

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

Jeffrey L. Yates, Trustee  
Jeffrey Lee Yates Trust dated September 14, 2017  
2525 King Street  
Alexandria, VA 22301

COMMONWEALTH OF VIRGINIA,

City of Alexandria, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_.

Notary Public

\_\_\_\_\_

My commission expires: \_\_\_\_\_ Registration number: \_\_\_\_\_

**FURTHER WITNESS THE FOLLOWING SIGNATURES AND SEALS**

CITY OF ALEXANDRIA, VA:

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

James F. Parajon  
City Manager  
City of Alexandria  
301 King Street  
Alexandria, VA 22314  
(703) 746-4300  
jim.parajon@alexandriava.gov

Approved as to Form:

\_\_\_\_\_

Office of the City Attorney

COMMONWEALTH OF VIRGINIA,

City of Alexandria, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_.

Notary Public

\_\_\_\_\_

My commission expires: \_\_\_\_\_ Registration number: \_\_\_\_\_