

DEED OF LEASE

THIS DEED OF LEASE (the "Lease") is dated March 25, 2025, by and between the **City of Alexandria, Virginia, Sanitation Authority, d/b/a AlexRenew**, a public body politic and corporate created and organized pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2 of the Code of Virginia (the "Act"), as Grantor ("AlexRenew" or "Landlord"), and the **City of Alexandria**, a municipal corporation of Virginia, as Grantee (the "City" or "Tenant").

WITNESSETH

WHEREAS, Landlord is the owner in fee simple of certain real property having a street address of 1800 Limerick Street, Alexandria, Virginia (the "Building");

WHEREAS, Landlord has unused office space available on the fifth floor of the Building totaling 11,654 square feet;

WHEREAS, Tenant desires to lease approximately 5,600 square feet of office space in the Building for Stormwater Management Program staff; and

WHEREAS, both parties recognize the benefits of co-location such as enhanced collaboration and resource efficiency.

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 the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord approximately five thousand and six hundred (5,600) square feet, being approximately sixty percent (60%) of gross floor area on the fifth floor of Landlord's Building, located at 1800 Limerick Street, Alexandria, Virginia (the "Premises") as delineated in Exhibit A.

ARTICLE II. COMMON SPACE

Section 1. Common Space Access. Tenant may access and enjoy shared use of the Common Space (approximately 2,932 square feet) delineated in Exhibit A, which includes a pantry, conference room and elevators.

Section 2. Common Area Maintenance. Landlord, at Landlord's sole expense, shall maintain in a good, clean and safe condition, the Common Space and all common areas external to the Premises, including all hallways, walkways, driveways, parking facilities, and all related exterior lighting.

Section 3. Sixth Floor Use. Tenant shall coordinate with Landlord's sixth floor liaison to reserve meeting rooms/areas on the sixth floor of the building. Landlord shall have priority use of the sixth floor.

ARTICLE III. LEASE TERM

The initial term of this Lease (the "Initial Term") shall be ten (10) years beginning on March 25, 2025 (the "Commencement Date") and terminating on March 24, 2035 (the "Termination Date") unless extended pursuant to Article IV.

ARTICLE IV. TERM EXTENSIONS

The Initial Term can be extended for two (2) additional terms of five (5) years each by mutual agreement

in writing and executed by all parties to this Lease. Tenant shall provide a minimum of four (4) months' written notice to Landlord prior to the expiration of the Initial Term and extended term, if any, of the desire to extend the term.

ARTICLE V. RENT

Section 1. Rent. Tenant shall pay Landlord the sum of twenty-five thousand dollars (\$25,000) per year as rent (the "Rent").

Section 2. Payment of Rent. Rent shall be paid prior to the Commencement Date, and each year thereafter on the anniversary of the Commencement Date.

Section 3. Landlord Use of Rent Payments. Amounts paid by the Tenant under this Agreement may be used by Landlord for any lawful purpose other than to pay or offset debt service obligations.

Section 4. Security Deposit. No security deposit shall be required.

ARTICLE VI. BUILDOUT

Landlord shall be responsible for the buildout of the entire fifth floor including the Premises and the Common Area shown in Exhibit A. Landlord shall be responsible for one hundred percent (100%) of the costs related to the design and will provide forty percent (40%) of the construction costs. Tenant shall be responsible for sixty percent (60%) of the construction cost.

ARTICLE VII. USE OF PREMISES

The Premises are to be used and occupied by Tenant for general office use for City-related business. The Premises will accommodate approximately thirty-six (36) City staff. Landlord represents and warrants to Tenant that, as of the Commencement Date, this use of the Premises complies with all zoning regulations and ordinances applicable to the Building and the Premises.

ARTICLE VIII. POSSESSION AND CONDITION OF PREMISES

Section 1. As-Built Floor Plan. On or before the Commencement Date, Landlord shall provide to Tenant as-built floor plans of the Premises in a digital format reasonably specified by Tenant.

Section 2. Condition. On the Commencement Date, Landlord shall deliver the Premises 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 IX. ALTERATIONS

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

ARTICLE X. BUILDING ACCESS/SECURITY

Tenant shall have year-round access to the Building and Premises, twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year. The Building and the Premises are access restricted; Tenant shall comply with Landlord's property access requirements.

ARTICLE XI. SECURITY/HEALTH/SAFETY REQUIREMENTS

On the Commencement Date, Landlord shall provide to Tenant policies and procedures related to security, safety, and general workplace standard of conduct. Tenant shall abide by these policies and procedures and may be required to complete training offered by Landlord to all its employees regarding such policies and procedures. Policies include, but may not be limited to:

Violence Prevention
Anti-Harassment
Drug-Free Workplace
Smoke-Free Workplace

Occupational Health and Safety
Motor Vehicle Safety
Security Badges
Visitors

ARTICLE XII. PARKING

Landlord shall provide a minimum of twenty-three (23) parking spaces for Tenant staff in the parking garage located at 1800 Limerick Street, Alexandria, VA.

ARTICLE XIII. UTILITIES

Section 1. Landlord Obligation. Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: Heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial service and trash removal (inclusive of interior collection, disposal services and/or container fees).

Section 2. Tenant Obligation. Tenant shall contract directly with providers as needed for cable and data connectivity. Tenant shall be permitted to identify a designated location and implement a physical access segmentation policy for the network closets to restrict access to authorized City personnel only. The physical access segmentation may involve the installation of secure locks, keycard systems, or other access control mechanisms on the doors leading to the network closets. Access credentials will be provided exclusively to designated individuals from Landlord who have a legitimate need for access to these critical areas. If the network communications closets require co-location of Tenant and Landlord equipment, physical segmentation will be required and further defined after access to the facility and site-surveys can be performed to provide recommendations from complete partitioning of spaces with separate secure entryways to locked cages for equipment, or otherwise. This measure aims to enhance the overall security posture of the premises, safeguarding against unauthorized access and potential security breaches.

ARTICLE XIV. MAINTENANCE/REPAIRS/JANITORIAL SERVICES

Section 1. Damage Caused by Tenant. Landlord shall not be obligated to make or pay for repairs to the Premises due to damage caused by the gross negligence or willful acts of Tenant, or its agents, employees, or contractors.

Section 2. Landlord Obligations. All other necessary or required maintenance, repairs and replacements to the Premises, the Building, and external common areas shall be the sole responsibility of Landlord at Landlord's expense. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.

Landlord shall be responsible for mitigation of pest infestation and shall coordinate with Tenant to ensure that pest control measures are implemented in a manner that does not jeopardize the health or safety of persons in the Premises.

Section 3. Janitorial Services. Landlord shall provide janitorial services to the Premises five (5) days per week. Janitorial services of a disruptive nature, such as washing or waxing floors and vacuuming, shall be performed outside regular business hours.

ARTICLE XV. DAMAGE OR DESTRUCTION OF THE PREMISES

If the Building or the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, within ten (10) days of the date of such casualty,

Landlord shall advise Tenant, in writing, of the date (the “Commitment Date”) by which Landlord commits to the completion of any repair, replacement, restoration or renovation of the Building and the Premises to their former condition. Within ten (10) days of receipt of notice of such Commitment Date from Landlord, Tenant, in a written notice to Landlord and at its option, shall either (i) terminate this Lease, effective as the date of the casualty, or (ii) elect to continue its occupancy of the Premises pursuant to this Lease. In the latter event, on or before the Commitment Date, Landlord shall repair, replace, restore and renovate the Building and the Premises to their former condition.

ARTICLE XVI. INSURANCE

Tenant shall maintain insurance from the Commencement Date through the Termination Date. A Certificate of Insurance shall be provided to the Landlord at least 10 days prior to the Commencement Date and prior to each expiration date of any required policy. Such insurance shall include:

- Commercial general liability insurance on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- Comprehensive Automotive Liability Insurance for owned, non-owned, or hired automobile to be used on the Premises with minimum limits of Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence.
- Workers Compensation and Employer’s Liability in conformance with applicable law and with minimum employer liability limits of Five Hundred Thousand Dollars (\$500,000) per accident.

ARTICLE XVII. TERMINATION

Tenant or Landlord may elect to terminate this Lease at any time upon providing a minimum of twelve (12) months’ prior written notice to the other party. Termination may only be initiated pursuant to material breach of the terms of this Lease. Notwithstanding the above, termination of this Lease may be carried out by mutual agreement in writing and executed by all parties to this Lease at any time in the Lease term.

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.

ARTICLE XVIII. ACCESSIBILITY BY PERSONS WITH DISABILITIES

Landlord covenants that, as to the Premises and the common areas of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:

- the facilities accessibility laws, regulations and standards required by the “Americans With Disabilities Act of 1990,” including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A, entitled “ADA Accessibility Guidelines for Buildings and Facilities”), as amended; and
- the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 (“Accessibility”) of the VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the VUSBC shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and common areas shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

ARTICLE XIX. INDEMNIFICATION

Landlord understands and acknowledges that Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, the Commonwealth and Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.

Landlord understands and acknowledges that Tenant has not agreed to provide any indemnification or save harmless agreements running to Landlord. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia or Tenant from tort or other liability.

ARTICLE XX. NOTICES

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

Tenant:

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

Landlord:

General Manager and CEO
AlexRenew
1800 Limerick Street
Alexandria, VA 22314
(703) 785-8037

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 XXI. 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 XXII. DEFAULT

If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. 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.

ARTICLE XXIII. 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. Fixtures. All personal property, furnishings, and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.
- Section 5. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease Agreement is unmodified and is full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.
- Section 6. Invalidity of Particular Provision. If any term or provision of this Lease Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.
- Section 7. Brokerage. Each party hereto hereby represents and warrants to the other that, in connection with the leasing of the Premises hereunder, the party so representing and warranting has not dealt with any real estate broker, agent or finder.
- Section 8. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representation or prior written matter not contained in this instrument shall have any force and effect. This Lease Agreement shall not be modified in

any way except by a written amendment executed by both parties.

Section 9. 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.

Signed, sealed and delivered in the presence of:

CITY OF ALEXANDRIA, VIRGINIA SANITATION AUTHORITY, D/B/A ALEXRENEW:

By: _____

Justin Carl
General Manager and CEO
AlexRenew
1800 Limerick Street
Alexandria, VA 22314
(703) 785-8037
justin.carl@alexrenew.com

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: _____

CITY OF ALEXANDRIA, VA:

By:

James F. Parajon
City Manager
City of Alexandria
301 King Street, 3500
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: _____