



DEPARTMENT OF GENERAL SERVICES

www.alexandriava.gov

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March 18, 2022

Robert D. Brant, Esq
Courthouse Plaza
2200 Clarendon Boulevard, Suite 1300
Arlington, Virginia 22201-3359

RE: Letter of Intent
City ROW at 1050 N. Fayette Street
Alexandria, Virginia 22314

Dear Mr. Brant:

The Department of General Services on behalf of the City of Alexandria ("Owner") is pleased to submit this letter of intent ("LOI"), to lease a portion of the City-owned public right of way (the "Property") adjacent to 1050 N. Fayette Street to Jeffrey L. Yates TR. Outlined below are the general terms and conditions that will serve as the basis for a lease agreement (the "Lease") for the Property. Final agreement is subject to a mutually acceptable, and fully executed by both parties, definitive lease agreement, and approval by the City Council after a public hearing

LANDLORD:
City of Alexandria, VA

TENANT:
Jeffrey L. Yates, TR

PROPERTY:
A portion of City of Alexandria public right-of-way containing approximately 509 square feet adjacent to 1050 N. Fayette Street, Alexandria, Virginia.

INITIAL LEASE TERM:

Two (2) years from lease commencement or no later than June 30, 2024, the deadline for the Special Use Permit (SUP) review for the existing business (SUP#2014-0032).

RENEWAL OPTION:

If Council extends the SUP in 2024, provided Tenant is not in default of the Lease, the Tenant will have the Option to Renew the Lease for one (1) additional term of five (5) years, to expire no later than June 30, 2029, contingent on approval by City Council after a public hearing.

SIZE, LEASED PREMISES & CONDITION:

Approximately six feet from the property line of 1050 Fayette St. into the sidewalk right-of-way, or an estimated 509 square foot portion, identified by the dotted diagonal lines in accordance with Exhibit B. Notwithstanding the sidewalk and frontage improvements shown on Exhibit B, Tenant shall have the right to review the improvements prior to construction to ensure adequate access to the entirety of the Property is provided.

COMMON AREA:

During the full term of the Lease, Tenant will be responsible for the general upkeep, including regular cleaning of the brick sidewalk and snow removal of the Property.

USE:

Overflow activities (such as drying or finishing of vehicles) from the LESSEE's adjacent business (Yates Car Wash and Detailing).

LEASE COMMENCEMENT

Shall be upon full Lease execution.

RENT COMMENCEMENT:

Shall be due three (3) months from full Lease execution.

ANNUAL RENTAL RATE:

The Base Annual Rental Rate shall be \$ \$11.40 per square foot per annum.

ANNUAL BASE RENT INCREASES:

Beginning on the first (1st) anniversary of the Lease Commencement Date and on each anniversary thereafter, 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.

CONTINGENCY:

Execution of the lease agreement between the Jeffrey L. Yates TR and the City of Alexandria to lease the Property is contingent upon City Council approval June 14, 2022, and public hearing and final approval expected on June 18, 2022.

QUALIFYING CONDITIONS:

This Letter of Intent represents an expression of interest and is not legally binding in any manner whatsoever on either party. The terms outlined herein are subject to a mutually acceptable Lease document being executed between the parties. Any terms not addressed in this proposal shall be further outlined in the Lease document.

If the terms outlined herein are acceptable, please sign below and forward a draft lease for our review.

AGREED AND ACCEPTED:

Tenant: Jeffrey L. Yates TR

Landlord: City of Alexandria, VA

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A



Exhibit B

