

## AGREEMENT OF LEASE

THIS LEASE AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF CHARLOTTESVILLE, a municipal corporation ("City" or "Landlord"), and INTERNATIONAL RESCUE COMMITTEE INC., a charitable non-profit organization authorized to do business in the Commonwealth of Virginia ("Lessee" or "IRC").

### WITNESSETH:

- 1. Leased Property.** The City, as the title holder of the subject property, in consideration of the rents and covenants to be paid and performed by Lessee, hereby leases to the Lessee the Property which consists of an approximately 8.45-acre tract of City parkland commonly known as Moore's Creek Farm or 410 Old Lynchburg Road, located in Albemarle County, being more particularly described on Exhibit A as the "Leased Property", which exhibit is attached and incorporated herein by reference.
- 2. Condition of Leased Property.** The Leased Property is currently used for agricultural purposes, including small garden plots, livestock pens, and other temporary structures associated with agricultural purposes, and has become a public recreational area under the supervision of the City Department of Parks and Recreation. The City makes no representation or warranty as to the condition or suitability of the Leased Property for the intended purpose of this Lease prior to or at the time of the execution of this Lease. Lessee accepts the Leased Property "as is" on the effective date hereof.
- 3. Term.** The initial term of this Lease shall be for a period of eighteen (18) months ("Initial Lease Term"), which shall begin on July 1, 2024 and expire at midnight on December 31, 2025, ("Expiration Date"), unless sooner terminated as provided herein.
- 4. Option to Renew.** Provided that Lessee is not in default in the performance of this Lease, City and Lessee may have the option to renew the Lease for up to three (3) additional one-year terms (each, a "Renewal Term"). Each of the Renewal Term options must be exercised by Lessee requesting renewal by written notice to the Landlord at least sixty (60) days prior to the expiration of the Initial Lease Term, or the then-applicable Renewal Term. A Renewal Term shall commence on the date following the Expiration Date of the Initial Lease term, or Renewal Term, as applicable. All of the terms and conditions of the Lease shall apply throughout the Initial Lease Term and each Renewal Term.
- 5. Rent.** The Lessee shall pay to the City rent at the rate of \$3,600.00 per year. The initial lease payment is prorated in the amount of \$5,400.00. The initial lease payment shall be due to the City within thirty (30) days after execution of the lease. Thereafter each subsequent annual payment(s) shall be payable on or before the lease renewal date, as applicable ("Due Date"). Tenant is responsible for ensuring that payment is received by the City by the Due Date.

**Rent payments shall be delivered by check, cash or wire transfer to:**

**Mail Check:**

Office of the City Manager  
City of Charlottesville  
P.O. Box 911  
Charlottesville, VA 22902  
Attn: Lease – IRC

**In Person (cash or check):**

City of Charlottesville  
Customer Service, 1<sup>st</sup> Floor  
600 E. Main Street  
Charlottesville, VA 22902  
Attn: Lease – IRC

**Wire Transfer:**

Information provided upon request.

The Fair Market Rent for the Leased Property is \$55,965.00. The difference between the basic annual rent and the Fair Market Rent is \$52,365.00 annually, which shall be deemed an in-kind financial contribution by City to Lessee.

- 6. Security Deposit.** The City acknowledges that an amount equal to \$600.00 as security for damages due to Lessee's failure to pay sums due hereunder, misuse of the Leased Property, etc. (hereinafter, the "Security Deposit"), has been received upon closing on the property. City shall not be required to pay interest on the Security Deposit or to maintain it in a separate account. Within ninety (90) days after (a) the expiration or earlier termination of the lease term, or (b) Lessee's vacating the leased property, City shall return the Security Deposit less such portion thereof as City may have used to satisfy Lessee's obligations.
- 7. Use.** Subject to the Lessee's compliance with all applicable laws, the City hereby grants permission to the Lessee to occupy the Leased Property for the purposes of outdoor gardening activities and raising small livestock.

  - a.** Use of the Leased Property shall be permitted during the operational hours for Azalea Park, which is currently from 6am – 10pm.
  - b.** There shall be no public parking of vehicles within the Leased Property. Vehicular access to or within the Leased Property shall be limited to garden maintenance by IRC staff members and Sublease Tenant(s). City, or other public agency, vehicles are permitted on the Leased Property.
  - c.** The Lessee shall not promote commercial businesses or corporations in outside signage on the Leased Property, except with prior written consent of the City.

- d. Lessee shall not use the Leased Property for the purpose of conducting business or raising funds on premises within the context of local regulations, except with prior written consent of the City.
8. **Purpose.** Unless otherwise agreed by the parties, the non-exclusive use of the Leased Property shall be for the purpose of gardening and small livestock (chickens).
9. **Public Admittance and Access.** Lessee hereby acknowledges that the City reserves the right to install, operate, and maintain a public bicycle and pedestrian trail(s), a stream restoration project, as well as water, sewer, gas, stormwater or other utilities ("Public Facilities"), within the area of the Leased Property. The trail corridor reserved for public bicycle and pedestrian use is to be maintained by the City, and consists of the centerline of the existing driveway through the Leased Property plus five feet on either side of center, for a total of ten feet of width. The City reserves the right to access the property for maintenance and repairs to City's infrastructure, as necessary.
10. **Zoning.** County staff has verified that the uses authorized within this Lease are allowed by right under the County's zoning ordinance.
11. **Nonprofit status.** If Lessee is required by this Lease to pay only nominal rent for the Leased Property, Lessee represents and warrants that it is a charitable organization, institution or corporation authorized to receive appropriations, gifts, or donations of money or property, real or personal, from the City, under the provisions of Virginia Code Sec. 15.2-953. Records which document Lessee's nonprofit status are attached as **Exhibit B**.
12. **Maintenance/Operational Expenses.**
- a. The Lessee shall, at its own cost and expense during the term of this Lease, maintain and keep the Leased Property, and the interior and exterior of all structures therein, in a clean and attractive condition, and not commit or allow any waste or damage to be committed on or to any portion of the Leased Property. Lessee shall provide janitorial services, trash removal, and any other services necessary to satisfy the requirements of this paragraph.
- b. Lessee shall give written notice to the City's Director of Parks and Recreation in advance of using any pesticides, cleaners, fertilizers, or other similar products within the Leased Property through the submittal of a proposed pesticide management plan to be approved by the City, and upon receipt of such notice the Director will promptly advise Lessee of City policies regarding the use of such products on or within City-owned property. Upon being notified of City policies and approval of a pesticide management plan, Lessee shall comply with the requirements of the policies. Lessee shall be responsible for determining any local, federal or state policies, laws or regulations that may apply to the use or application of such products, prior to using or applying them, and Lessee shall indemnify and hold the City harmless from any fines or penalties incurred by the City as a result of Lessee's failure to comply with local Integrated Pest Management (IPM) policies, VDACS, and other federal or state laws or regulations.

- c. As part of its maintenance responsibilities, Lessee agrees to comply fully with any applicable governmental laws, regulations and ordinances limiting or regulating the use, occupancy, or enjoyment of the Leased Property, and to comply with the Virginia Uniform Statewide Building Code and the Virginia Statewide Fire Prevention Code, as supplemented and modified by duly enacted ordinances of the City of Charlottesville.

**13. Utilities.** The Lessee shall be responsible for all deposits, costs, and expenses for utilities and communications services used by Lessee at the Leased Property. Lessee shall ensure that any such utilities are separately metered and billed solely in Lessee's name. The City will assume no responsibility for any charge, surcharge, debt, or liability incurred by Lessee for utilities or communications services used at the Leased Property.

**14. Taxes and Assessments.** Real property taxes shall not be imposed against the leasehold interest of Lessee if Lessee is exempt from the payment of real property taxes pursuant to Chapter 36 of Title 58.1 of the Code of Virginia; provided, however, that real estate taxes on the Lessee's leasehold interest shall become due and payable at any time that Lessee is no longer entitled to a tax exemption under the laws of the Commonwealth of Virginia.

**15. Adequate Supervision.** The Lessee shall be responsible for the well-being and safety of its employees, members, and Sublease Tenants while participating in events, programs, and activities sponsored by Lessee while on the Leased Property and shall at all times provide reasonable and customary supervision. The City will assume no responsibility for Lessee's failure to provide supervision at all times.

**16. Development, Improvements and Signage.**

- a. No improvements of any kind, including roadways and parking areas, shall be made by Lessee to the Leased Property except with the City's prior written consent both as to the improvements and as to the contractors and subcontractors performing the work.
- b. No improvements shall be undertaken on the Leased Property unless and until the Lessee shall have obtained any and all local, state, and federal governmental approvals and permits, and all such improvement shall be undertaken in strict compliance with all local, state and federal rules, regulations and laws.
- c. Upon the expiration or sooner termination of this Lease, the City shall have the option to require the Lessee to remove, at Lessee's sole cost and expense, any and all improvements made by the Lessee to the Leased Property which have not been made with the City's consent or approval. The City may elect to keep such improvements as the City's property. If the Lessee fails to properly restore the Leased Property, the City may perform the same at the Lessee's cost and expense. In the event that the City demands the removal or any improvement(s), the City must provide sixty (60) days' written notice to Lessee, except in the case of a termination of this Lease due to a default by the Lessee, in which case no such notice shall be required.

- d. The Lessee shall permit no mechanic's liens, materialmen's liens or other statutory liens to attach to the Leased Property as a result of any alterations, improvements, additions or repairs performed by the Lessee or at the Lessee's direction. If any such lien or notice of lien rights shall be filed with respect to the Leased Property, the Lessee shall immediately take such steps as may be necessary to have such lien released and shall permit no further work to be performed at the Leased Property until such release has been accomplished.
- e. The Lessee shall have the right to place signs on the Leased Property only in conformity with all local regulations and with the prior written approval of the City.

**17. Insurance.**

- a. Liability Insurance of Lessee. Lessee 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 Property and the operations of the Lessee, any Sublease Tenant(s), member, invitee, agent or employee on the Leased Property in which the limits of public liability for bodily injury and property damage shall not be less than One Million and 00/100 Dollars (\$1,000,000.00) per accident, combined single limit. The policy shall name the City as an additional insured. The policy shall provide that the insurance thereunder shall not be canceled without thirty (30) days written notice thereof to the City.
- b. Proof of Insurance. Copies of certificates of the insurers for insurance required to be maintained by the Lessee shall be delivered by the Lessee to the City, upon the issuance of such insurance, upon signing of this Lease, and thereafter no later than January 31 of each year.

**18. Default.** Each of the following occurrences relative to the Lessee shall constitute default:

- a. Failure by the Lessee in the performance or compliance with any of the terms, covenants, or conditions provided in this Lease, which failure continues uncured for a period of sixty (60) days after written notice from the City to the Lessee specifying the items in default; provided, however, if such failure is of a type that is not reasonably capable of being cured within such sixty (60) day period, such sixty (60) day period shall be extended for so long as the Lessee is making diligent efforts to cure such default;
- b. Failure or refusal by the Lessee to make the timely payment of rent or other charges due under this Lease when the same shall become due and payable, provided the City has given the Lessee fifteen (15) days written notice of the same;
- c. An incompatible change in the operation, charter, or ownership of the Lessee (including, but not limited to, loss of Internal Revenue Code 501(c)(3) tax-exempt status).

**19. Damage or Destruction of the Leased Property.** The Lessee shall be responsible for any damage caused to the facilities or the property of the City resulting from the action of any

employee or volunteer, or member, guest, or invitee of the Lessee, while participating in Lessee sponsored events, programs or activities, beyond normal wear and tear.

**20. Storage and Installation of Property and Equipment.** The Lessee agrees that all property of every kind and description kept, stored, or placed on the Leased Property shall be at the Lessee's sole risk and hazard and that the City shall not be responsible for any loss or damage to any such property. All equipment shall be stored in a safe manner and shall be installed and properly anchored per ASTM standards and all other local, state and federal regulations.

**21. Indemnification.**

- a. The Lessee shall indemnify, defend and hold the City and its officials, officers, and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense suffered, sustained, incurred or in any way be subjected to, on account of death of or injury to any person and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken in the performance of the Lessee's obligations under this Lease, or which occurs as a consequence of any negligence, omission, or misconduct of the Lessee and any contractors, subcontractors, Sublease Tenant(s), members, agents, or employees in the performance of the Lessee's obligations under this Lease.
- b. The City shall indemnify, defend and hold the Lessee and its officials, officers, and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense suffered, sustained, incurred or in any way be subjected to, on account of death of or injury to any person and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken in the performance of the City's obligations under this Lease, or which occurs as a consequence of any negligence, omission, or misconduct of the City and any contractors, subcontractors, members, agents, or employees in the performance of the City's obligations under this Lease.

**22. Assignment.** The Lessee shall have no right to assign, in any manner or fashion, any of the rights, privileges, or interests accruing to it under this Lease to any other individual or entity.

**23. Sublease.**

- a. Lessee shall have no right to assign or sublease, in any manner or fashion, any of its rights, privileges, or interest accruing to it under this Lease to any other individual or entity without the prior written consent of the City, except as provided for in 23.b of this Agreement.
- b. The sublease of individual garden plots to IRC clients and community members for garden/farm use only will be allowed, provided that: (i) Sublease tenants must enter into a written sublease agreement with Lessee; (ii) Lessee remains fully responsible for all

actions of Sublease Tenants; (iii) Sublease Tenants must also comply with all provisions of this Lease Agreement; (iv) any sublease agreement (template) used pursuant to this Agreement must be approved by the Office of the City Attorney prior to its use.

c. No Sublease shall extend beyond the term of this Agreement of Lease.

**24. Nondiscrimination.** Lessee shall not discriminate against any person in its membership, programs, or employment relating to the use or operation of the Leased Property, on the grounds of race, religion, color, gender, sexual orientation, national origin, disability, financial circumstances, or any other basis prohibited by law.

**25. Surrender.** Upon termination of the Lease, the Lessee shall quit and surrender to the City the Leased Property in good order and condition, except for ordinary wear and tear, provided that the Lessee shall remove from the premises any personal property belonging to the Lessee or third parties, and at its cost and expense shall repair any damage caused by such removal. Personal property not so removed shall become the property of the City, which may thereafter remove the property and dispose of it. On the termination of this Lease, the City may without further notice enter on, reenter, possess and repossess the Leased Property by any necessary means.

**26. Right of Entry.** At any time during the term of the Lease, the City shall have the right, upon prior notice to the Lessee (except in the event of an emergency), to enter the Leased Property at all reasonable times for the purposes of inspecting the Leased Property to ensure compliance with the terms of this Lease. Notwithstanding the City's right to inspect the Leased Property, the City shall have no obligation to inspect the same. The City's failure to detect any violation or to notify the Lessee of any violation shall not relieve the Lessee of obligations under the terms of this Lease.

**27. Waiver.** The waiver by the City or the Lessee of any breach of any term, covenant or condition contained herein shall 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 of rent hereunder by the City shall not be deemed to be a waiver of any breach by the Lessee or the City 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 shall be deemed to have been waived by the Lessee or the City unless the waiver be in writing signed by the party to be charged thereby.

**28. Entire Agreement.** This Lease, and the exhibits attached hereto and forming a part of hereof, set forth all the covenants, promises, agreements, conditions and understandings, between the City and the Lessee concerning the Leased Property 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 shall be binding upon the City or the Lessee unless reduced to in writing and signed by them.

**29. Headings.** The section headings 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.

**30. Severability.** If any term, covenant or condition of this Lease, or the application thereof, to any person or circumstance shall to any extent be 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, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**31. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any dispute arising out of this Agreement shall be litigated in the Circuit Court for the City of Charlottesville.

**32. Notices.** Any notice, demand, request, or other instrument which may be, or are required to be given under this Lease, shall be in writing and delivered in person or by United States certified mail, return receipt requested, postage prepaid, and shall be addressed as follows:

Lessee:           Mailing Address:  
                            International Rescue Committee  
                            375 Greenbrier Drive, Suite 200  
                            Charlottesville, VA 22901

                            Delivery Address:  
                            International Rescue Committee  
                            375 Greenbrier Drive, Suite 200  
                            Charlottesville, VA 22901

City:               Mailing Address:  
                            Office of the City Manager  
                            City of Charlottesville  
                            P.O. Box 911  
                            Charlottesville, VA 22902  
                            Attn: City Lease

                            Delivery Address:  
                            Office of the City Manager  
                            City of Charlottesville  
                            605 E. Main Street, 2<sup>nd</sup> Floor  
                            Charlottesville, VA 22902  
                            Attn: City Lease

or at such other address as designated by written notice of a party.



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

CITY OF CHARLOTTESVILLE, VIRGINIA

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

Samuel Sanders, Jr.

Title: City Manager

Date: \_\_\_\_\_

Lessee: INTERNATIONAL RESCUE COMMITTEE INC.

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

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Funds are Available:

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

Director of Finance

Date: \_\_\_\_\_

Approved as to Form:

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

Office of the City Attorney

Date: \_\_\_\_\_

# EXHIBIT A

## LEASED PROPERTY

Proposed IRC lease of ~8.45 acres of parkland property from City of Charlottesville  
Moore's Creek near Azalea Park - 410 Old Lynchburg Road



## **EXHIBIT B**

### **Tenant's Non-Profit Status**



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0752861031  
Sep. 13, 2022 LTR 4168C 0  
13-5660870 000000 00

00031977

BODC: TE



INTERNATIONAL RESCUE COMMITTEE INC  
% GETENET AYANO  
122 EAST 42ND STREET  
NEW YORK NY 10168-0002



008818

Employer ID number: 13-5660870  
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Sep. 01, 2022, about your tax-exempt status.

We issued you a determination letter in April 1955, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0752861031  
Sep. 13, 2022 LTR 4168C 0  
13-5660870 000000 00  
00031978

INTERNATIONAL RESCUE COMMITTEE INC  
% GETENET AYANO  
122 EAST 42ND STREET  
NEW YORK NY 10168-0002

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

*Sheralyn C. Hanks*

Sheralyn C. Hanks  
Ops. Manager, AM Ops. 3005