

TRANSIT STOP LICENSE AGREEMENT

This TRANSIT STOP LICENSE AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2022, by and between the City of Charlottesville, a Virginia Municipal Corporation (hereinafter referred to as the "City"), and the County of Albemarle, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS the County owns the Real Property located at 705 Rio Road West, Charlottesville, Virginia; and

WHEREAS the County is willing to grant the City permission to establish a transit stop within that portion of the Real Property shown on Exhibit A (the "Licensed Premises") in order to provide transit services for the purpose of origin-to-destination transit for the residents of Charlottesville and Albemarle County providing public transportation access through a fixed bus service route; and

NOW, THEREFORE, for and in consideration of the sum of _____ DOLLARS (\$) and other good and valuable considerations and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the County does hereby grant unto the City a License to use and occupy the Licensed Premises subject to the provisions set forth herein:

1. The County hereby allows and conveys to the City on a non-exclusive basis the use of its Licensed Premises for the sole purpose of operating a transit stop and transit services at a location more specifically located on Exhibit A, incorporated herein by reference.
2. The initial term of the agreement will be one (1) year but may be renewed at the option of the City for additional periods of two (2) years upon written extension between the County and the City.
3. Except in emergencies, the City will give one (1) days advance notice of any maintenance or construction work being performed within the Licensed Premises to the County at the address of record specified herein in paragraph 16.
4. Based on appropriated funding, the City will provide and install a bus shelter with bench, bus stop signage, and bus stop amenities as warranted, on a concrete shelter pad sized to accommodate the bus shelter and amenities. The City will also provide and install a concrete pad (3ft x 4ft) (with the 4ft dimension parallel and next to the width of the shelter pad) to serve as a base for an artwork installation.

5. Artwork will be stationed on the 3ft x 4ft concrete base pad in a manner that does not hinder or block accessways, route of travel, and otherwise limit handicap accessibility. Artwork will not be attached to the bus shelter. The City will not own the artwork nor be responsible for installation. The City will be responsible for maintenance and upkeep exclusively of the transit stop. The City will not be responsible for repair and/or removal of artwork due to vandalism, graffiti, or other damage.
6. The City is responsible for all advertisement on bus shelters. The City is not an insurer of customers' safety after they exit the bus on the Licensed Premises, subject, however, to paragraph 12 herein.
7. The City is not responsible for clearing the parking lot after inclement weather, subject, however, to paragraph 12 herein.
8. Either party may cancel this Agreement upon thirty (30) days written notice to the other party.
9. Nothing in this Agreement obligates the City to expend any funds in excess of funds already appropriated for installation and maintenance of the proposed stop, provided such funds are adequate for such installation and maintenance.
10. The City will at all times comply with the rules and posted speed limits throughout the Licensed Premises. The City also will provide proof of vehicle liability insurance for all vehicles entering the Licensed Premises as well as all other insurance required pursuant to Exhibit B attached hereto and incorporated herein by reference.
11. The County must be named as an additional insured on a primary and non-contributory basis on the general liability policy and umbrella policy. A copy of said insurance certificate will be made available upon request. A waiver of subrogation will also be required.
12. To the extent permitted by the laws of the Commonwealth of Virginia and without waiver to any claims the City may have to sovereign immunity, the City will indemnify and hold harmless the County, its employees and designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by the City's negligence as it relates specifically to this Agreement, including any accidents, personal injuries and/or death resulting from the City's customers getting on and off of the City's vehicles at the Licensed Premises.
13. The City will at all times conduct its activities on, and with respect to, the Licensed Premises in such manner as not to conflict or interfere with the County's use of the Licensed Premises or any other property of the County or other interest by the County, its successors, assigns or licensees.

14. The City may not assign, grant by license, permit, or otherwise convey to any other party any rights, privileges, or encroachments of any nature in, on, or with respect to the Licensed Premises without the prior written consent of the County. The obligations, requirements and rights described to which the City is subject under this Agreement will be binding upon and inure to the benefit of the successors and assigns of the City. No assignment will be effective until the assignee notifies the County in writing of its acceptance of the obligations and requirements of the City under this License Agreement. The obligations and requirements to which the City is subject under this License Agreement will be binding upon the successors and assigns of the City.
15. All notices, requests, demands and other communications required or permitted to be given hereunder will be deemed to have been duly given if in writing and delivered personally, or mailed first class, postage prepaid, registered, or certified mail, as follows:

If to the City:
City of Charlottesville Transit Department
Attn: Juwhan Lee
1545 Avon Street Extended
Charlottesville, VA 22902

If to the County:
Albemarle County Executive
401 McIntire Road
Charlottesville, Virginia 22902

16. In the case of any change of such mailing address, the party so changing a mailing address will give notice thereof to the other party in the manner hereinabove provided. In the absence of any such notice, notice mailed in accordance with the foregoing section will be deemed sufficiently given and served for all purposes.
17. This License Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, covenants, representations, agreements, and understandings of the parties hereto relating to the subject matter hereof.
18. This License Agreement may be amended, modified, superseded, or canceled, and any of the terms, covenants, representations, or conditions hereof may be waived, only by a written instrument executed by the parties, or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time or times to require performance of any provisions hereof will in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant or representation contained in this License Agreement, in any one or more instances, will be deemed to be, or construed as, a further or continuing waiver of any such condition or breach or a

waiver of any other condition or of breach of any other term, covenant, or representation.

19. If any one or more of the terms, provisions, covenants, or conditions of this License Agreement be held to be void, invalid, illegal, or unenforceable in any respect, the same will not affect any other term, provision, covenant, or condition contained herein.
20. In exercising the rights granted by, and undertaking activity pursuant to this License Agreement, the City will act in accordance with the laws of the Commonwealth of Virginia and will be subject to the jurisdiction of the Courts located within the City of Charlottesville.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF CHARLOTTESVILLE

Date: 5/12/22

By 
Michael Rogers, Interim City Manager

COUNTY OF ALBEMARLE

Date: _____

By _____
Jeffrey B. Richardson, County Executive

The site plan illustrates the proposed building footprint and parking lot layout at the intersection of Rio Road and an unnamed street. Key features include:

- Building Footprint:** A large, irregularly shaped building footprint is shown, with various rooms and areas labeled. The building is oriented with its long side along Rio Road.
- Parking Lot:** A parking lot is located to the north and east of the building. It includes a red rectangular area in the upper right corner, possibly indicating a specific parking zone or feature.
- Infrastructure:** The plan shows existing and proposed infrastructure, including:
 - Storm Manholes:** Several storm manholes are indicated by circular symbols with labels like "STORM MANHOLE (TYP.)".
 - Lighting:** "SITE LIGHTS (TYP.)" are shown along the building perimeter and in the parking lot.
 - Driveways:** Multiple driveways are shown connecting the building to the parking lot and the street.
 - Concrete Steps:** "CONCRETE STEPS (3)" are indicated near the building entrance.
 - ACR Type:** Various "ACR TYPE" labels (e.g., ACR TYPE 'D', ACR TYPE 'E', ACR TYPE 'J') are shown along the building perimeter.
 - Retaining Wall:** A "RETAINING WALL" is shown along the northern boundary of the site.
 - Light & Pole:** A "LIGHT & POLE" is located near the top center of the plan.
 - VDOT STD. CG-6 (TYP.):** Several "VDOT STD. CG-6 (TYP.)" labels are shown, likely indicating standard construction details or materials.
 - Fire Lane Striping (TYP.):** A "FIRE LANE STRIPING (TYP.)" is shown along the northern boundary of the building.
 - Standard Duty Pavement (TYP.):** A "STANDARD DUTY PAVEMENT (TYP.)" is shown in the central area of the site.
 - Concrete Pad:** A "CONC. PAD" is shown in the upper left corner.
 - Dumpster Enclosure:** A "DUMPSTER ENCLOSURE (REFER TO ARCH PLAN)" is shown in the upper left corner.
 - Storm Manhole (TYP.):** Several "STORM MANHOLE (TYP.)" labels are shown, likely indicating standard construction details or materials.
 - Site Lights (TYP.):** "SITE LIGHTS (TYP.)" are shown along the building perimeter and in the parking lot.
 - Driveways:** Multiple driveways are shown connecting the building to the parking lot and the street.
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