



Statewide Park & Ride Program Policy and Procedures Manual

February 2013

VDOT Statewide Park & Ride Program Policy and Procedures Manual

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Introduction:

This document is the policy and procedures manual for the Virginia Department of Transportation's (VDOT) Park & Ride Program. It provides a framework for the key functions and operations of the overall program. Specific policies and procedures detailed in this document include:

Policies:

- Park & Ride Program Mission Statement and Operation Tenets
- Park & Ride Program Goals;
- Park & Ride Program Roles and Responsibilities;
- Park & Ride Program Organizational Chart;
- Park & Ride Program Communication Protocols.

Procedures:

- Park & Ride Lot Inventory;
- Recommended Park & Ride Lot Database Maintenance;
- VDOT Park & Ride Program Website Updates;
- Park & Ride Lot Signs;
- Park & Ride Lot Placement;
- Park & Ride Lot Demand Determination;
- Park & Ride Lot Lease Agreements;
- Park & Ride Lot Program Budgeting.

The entities that own, operate, promote, or use Park & Ride lots shall be hereafter referred to as Park & Ride stakeholders. The list of Park & Ride stakeholders in Virginia includes, but is not limited to, VDOT, cities, counties, rideshare agencies, transit providers, MPOs/PDCs, lot owners, and Park & Ride lot users.

Park & Ride Program Policies

VDOT Park & Ride Program Mission Statement and Operational Tenets:

To plan, develop, deliver, operate, and maintain a system of Park & Ride lots that:

- 1. Support the Commonwealth's initiative to reduce congestion and vehicle-miles traveled;*
- 2. Support the long-term vision of a multimodal transportation system supported by an integrated transportation demand management program (including supporting existing efforts such as those of the Virginia Department of Rail and Public Transportation).*

To this end, VDOT's Park & Ride Program follows four key operational tenets:

- 1. Supports rideshare organizations, transit agencies, and other related groups by maintaining an accurate statewide inventory and map of Park & Ride facilities*

throughout Virginia;

- 2. Develops and leverages innovative partnerships to increase opportunities for Park & Ride lots to be established and used by the public;*
- 3. Strategically plans for new and expanded Park & Ride facilities along Virginia's transportation network;*
- 4. Works with field staff to ensure the public is provided clean, well-maintained facilities with amenities that can reasonably accommodate users.*

It is recommended that the program Mission Statement and operational tenets be posted on the VDOT Park & Ride Program website. The Mission Statement and operational tenets shall be a living document that defines the VDOT Park & Ride Program's focus areas and can be modified as needed to adapt to future changes in traveler needs and VDOT's approach to service delivery.

VDOT Park & Ride Program Goals and Objectives:

The VDOT Park & Ride Program is designed to support the transportation system goals of all stakeholders including the Virginia Department of Transportation, the Virginia Department of Rail and Public Transportation (DRPT), and other Park & Ride stakeholders such as localities, rideshare agencies, and public transportation providers.

Park & Ride lots as a whole are classified as multimodal and intermodal facilities. As a form of transportation demand management, the Park & Ride Program has the objective of making sure Park & Ride lots are planned in conjunction with other improvement projects such as bus rapid transit, new freeways, interchange modifications, road widening, new HOV facilities, and multimodal facilities. It is also important that Park & Ride lots are considered for any major projects that will be constructed using private funding (public-private partnership). These projects will typically be financed by using toll generating facilities. In the future, programs could include features such as congestion based toll pricing for transportation demand management, thereby increasing the need for Park & Ride lots.

VDOT strives to increase the emphasis on establishing Park & Ride lots to support alternative commute modes to decrease the demand on Virginia's roadway system and to help mitigate congestion. Agreements with private entities to designate Park & Ride spaces within existing facilities (i.e., churches, retail centers, etc.) is the preferred strategy for establishing new lots and expanding parking capacity within a region. To accomplish this, VDOT seeks to work with localities to identify Park & Ride lot locations through land-use planning. Areas with expected population growth should promote the inclusion of Park & Ride lots into land-use plans, transit plans, building codes, and development proffers. The VDOT Park & Ride Program will serve as a resource to localities.

Transit facilities and Park & Ride lots should be one in the same, to the extent possible. Therefore, Park & Ride lots should be used for public transportation and located in close

proximity to public transportation. Park & Ride lots with transit service typically experience high lot usage rates. The Park & Ride Program works with transit providers in the planning and operation of Park & Ride lots. The Park & Ride Program will prioritize lots where frequent bus service, express bus service, light rail, and rail transit are available.

VDOT Park & Ride Program Roles and Responsibilities:

This section defines the roles and responsibilities for key Park & Ride Program personnel. For additional roles and responsibilities for Park & Ride stakeholders, refer to the **Appendix**.

VDOT Park & Ride Program Administrator – The Park & Ride Program Administrator will serve as a statewide Park & Ride resource and promoter of the Park & Ride Program with internal and external stakeholders through the use of the Park & Ride Program website and implementation of the Park & Ride Marketing Plan.

It is the responsibility of the Park & Ride Program Administrator to oversee or coordinate the following functions:

- Maintain the statewide inventory of Park & Ride lots, and coordinate the annual update of the inventory;
- Maintain the Park & Ride Program website;
- Coordinate with and serve as a resource for District Park & Ride Coordinators;
- Coordinate with and serve as a resource for DRPT and rideshare agencies;
- Develop and send out quarterly Park & Ride newsletters;
- Conduct annual coordination with Park & Ride stakeholders, such as a summit meeting, survey, etc., to assess best practices and opportunities;
- Collaborate with other VDOT Central Office divisions to create formal policies and procedures related to the Park & Ride Program, such as:
 - Communication Protocols;
 - Park & Ride Lot Inventory;
 - Maintenance of the Recommended Park & Ride Lots Database;
 - Updating the Park & Ride Program Website;
 - Park & Ride Lot Signs;
 - Park & Ride Lot Planning;
 - Locating Park & Ride Lots;
 - Determining Park & Ride Lot Demand; and
 - Park & Ride Lot Lease Agreements.
- Advocate for Park & Ride lots throughout the project development process, which includes planning, design, review, and construction.

VDOT District Park & Ride Coordinator – The VDOT District Park & Ride Coordinator will be the champion for overseeing the local Park & Ride lot planning process within their respective VDOT district and serve as the local point of contact to the Park & Ride stakeholders at the local level. The VDOT District Bicycle and Pedestrian Coordinator may be a good candidate to share the Park & Ride Program responsibilities at the district level; however, VDOT’s Central Office will work with each district to determine the appropriate staff member for this role.

It is the responsibility of the VDOT District Park & Ride Coordinator to oversee and/or coordinate the following functions within their respective district:

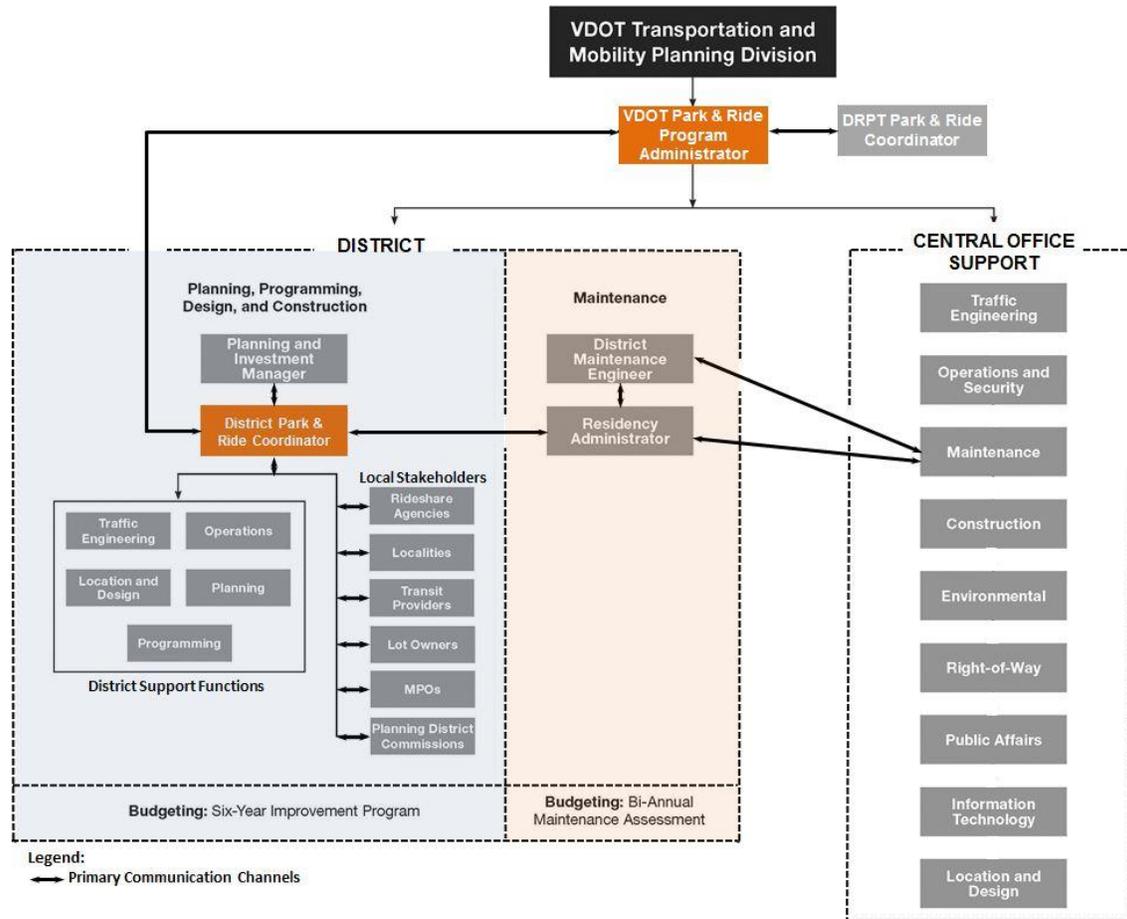
- Communicate critical Park & Ride lot status changes to Program Administrator, such as lot closures (temporary and permanent) or changes in lot amenities;
- Support the Park & Ride Program Administrator with annual lot inventory and database updates;
- Maintain district Park & Ride lot agreements;
- Coordinate with local Park & Ride stakeholders to determine lot demand, lot needs/amenities and funding priorities;
- Identify and prioritize construction and expansion needs for Park & Ride lots;
- Advocate for Park & Ride lots throughout the project development process, which includes planning, design, review, and construction; and
- Coordinate with the Residency Administrators to identify and prioritize Park & Ride lots that require maintenance on an annual basis.

VDOT Park & Ride Program Organizational Chart:

Figure 1 depicts the proposed VDOT Park & Ride Program organizational chart. The Park & Ride Program Administrator is responsible for maintaining lines of communication with the VDOT District Park & Ride Coordinator, VDOT Central Office divisions, the Virginia Department of Rail and Public Transportation, and the Office of Transportation Public Private Partnerships.

It is important that the District Park & Ride Coordinators maintain an open line of communication with local stakeholders within their District and with the Park & Ride Program Administrator. **Figure 1** below shows suggested primary communication channels for the various functions impacting Park & Ride lots. These communication channels are important to maintain for the purpose of the Park & Ride Program continuity, especially pertaining to identifying and maintaining an accurate lot inventory and status (e.g., temporarily closed for maintenance or construction activities) of Park & Ride lots throughout the state; identifying and prioritizing construction or expanded Park & Ride lots; identifying and prioritizing maintenance needs for Park & Ride lots; and program funding for both construction and maintenance needs.

Figure 1: Proposed VDOT Park & Ride Program Organizational Chart



Park & Ride Program Procedures

Park & Ride Lot Inventory Database:

The Park & Ride lot inventory and associated database should be updated at least two times each year. The Park & Ride Program Administrator will issue a call for updates to the District Park & Ride Coordinators twice, each year. Outside of those updates, the Park & Ride lot inventory and associated database should be updated immediately, when new lots enter the Park & Ride system whether it be through VDOT involvement or not. New lots consist of newly constructed lots, Park & Ride lots obtained through lease agreements, and lots obtained through proffers. The inventory and database should also be updated immediately when any changes occur to lot capacity such as expansions or reductions in spaces. Park & Ride lots no longer in service should be designated in the Park & Ride lot database as inactive.

The following information should be recorded at each Park & Ride lot during the inventory process:

- Address and location of the lot;
- GPS coordinates of the lot;
- Lot owner information;
- Lot maintenance information (if entity other than lot owner)
- Lot surface conditions (asphalt, gravel, etc.);
- Number of parking spaces available;
- Number of handicap parking spaces available;
- Lot occupancy;
- Transit availability;
- Lot lighting;
- Lot amenities such as bike racks, bus shelters, trash receptacles, lockers, etc.;
- Sign condition at each site; and
- Digital photographs.

The information gathered will be used to update the Park & Ride lot inventory and database. Park & Ride lot activity can change quickly; therefore, Park & Ride lots should be inventoried annually, or as determined by the Park & Ride Program Administrator. All Park & Ride stakeholders are requested to report construction activity, lease agreements, proffer agreements, lot closures, and lot inventory information such as lot occupancy to the District Park & Ride Program Coordinators. The District Park & Ride Coordinators will communicate these changes to the Park & Ride Program Administrator at least once a year, or as needed.

The following events will prompt an update to the database and website and should be communicated immediately to reduce impacts to Park & Ride lot users:

- New lots are added to the program (new construction, lease agreements, etc.);
- Lot capacity changes (expansions or reductions); or
- Lots are closed, lease agreements expire, or when lots are determined to be inactive.

Recommended Park & Ride Lots Database:

To maintain this database, Park & Ride lots should be added to the recommended lots database as new Park & Ride lots are recommended and identified. Potential sources for recommended Park & Ride lots include:

- Long-range transportation plans;
- Surface transportation plans;
- Transit development plans;
- Transportation demand management plans;
- Planning studies;
- Parking studies;
- Traffic studies;
- Zoning cases; and
- Transit studies.

All Park & Ride stakeholders are requested to report recommendations for proposed Park & Ride lots to the District Park & Ride Coordinator at the completion of the plans/studies identified above or after a specific Park & Ride lots needs assessment has been completed. The District Park & Ride Coordinator shall report all updates to the recommendations database to the Park & Ride Program Administrator. Constructed Park & Ride lots should be removed from the recommendations database once they are reported to the Park & Ride Program Administrator. Park & Ride lots that are no longer considered feasible should be designated as inactive.

Park & Ride Program Website:

The Park & Ride Program website is the primary way for VDOT to interact with lot users and provide maps with Park & Ride lot information around the state. This interface is designed for ease of use by Park & Ride lot users. The website also serves as a resource for local Park & Ride programs and travel demand agencies to use on their respective websites.

The specific Park & Ride lot information displayed on the Park & Ride Program website was obtained from the updated Park & Ride lot inventory conducted as part of VDOT's 2012 Statewide Park & Ride Lot Inventory & Usage Study. The Park & Ride Program Administrator is responsible for the content displayed on the Park & Ride Program website. The information on the Park & Ride website should reflect the information in the statewide Park & Ride database. It is important to maintain accurate information on the Park & Ride website to provide a valuable resource to all Park & Ride users.

The following procedures should be followed to maintain the Park & Ride website:

- The District Park & Ride Coordinator will report all updated inventory information to the Park & Ride Program Administrator.
- It is the responsibility of District Park & Ride Coordinators to maintain an updated inventory and database within their district through coordination with local Park & Ride stakeholders as well as conducting annual site reviews.
- Any scheduled maintenance of Park & Ride lots should be reported to the District Park & Ride Coordinator two weeks prior to construction or lot closure to ensure that information is reported to the website.
- Park & Ride stakeholders should report inventoried Park & Ride information to the Park & Ride coordinator on a monthly basis.
- Any scheduled openings, closures, or expired (lease agreements) Park & Ride lots should be reported two weeks prior to the opening or closing to ensure that information is reported to the website.
- Park & Ride stakeholders should report any changes or incorrect information on the website immediately (within a week) as they are identified.
- The Park & Ride Program Administrator will update the statewide Park & Ride database.
- Inventory information should be immediately updated (within a week) and reflected in the Park & Ride website to be made available to the general public.

Park & Ride Lot Signs:

The latest Traffic Engineering Design Manual was developed to provide guidance on the design of traffic control devices throughout the Commonwealth of Virginia. Section VI – Chapter 3 discusses the preliminary activities and plan sheet formats for Park & Ride lots. Refer to Section VI – Chapter 3.1 in the latest Traffic Engineering Design Manual for Park & Ride sign design element, preliminary sign design, and sign plan development.

Requests for Park & Ride signage should be coordinated through the District Park & Ride Coordinator. A meeting should be scheduled with the District Park & Ride Coordinator or residency staff to discuss the conceptual signing plan. Guide signs for Park & Ride lots must be designed in compliance with the latest *Manual for Uniform Traffic Control Devices* (MUTCD) as well as state and local criteria and policies. Guide signs for Park & Ride lots should be placed at the entrance to a Park & Ride lot and at each point that motorists make a decision. These signs should be placed in advance of the required traffic movement, such that motorists not familiar with the lot's location will have adequate time and distance to maneuver into the proper lane.

Park & Ride Lot Lease Agreements:

The Park & Ride Program encourages VDOT and localities to enter into lease agreements with private property owners in order to service Park & Ride lot demand. The Park & Ride Program should obtain authorization to pursue leasing agreements through the Virginia Office of the Attorney General and the VDOT Right-of-Way Division. This template will be incorporated in the official Park & Ride Program policies and guidelines. See the **Appendix** for example Park & Ride lease agreements. The standard leasing template will serve as a contract between VDOT and all other Park & Ride stakeholders such as commuter assistance agencies and localities to use in establishing lease agreements.

Park & Ride lots from private property owners can come in the form of informal agreements, lease agreements, or proffered agreements. All forms of agreements should be well documented and filed with the VDOT Right-of-Way Division in similar fashion as all VDOT right-of-way and easements. A description of the four different types of lease agreements VDOT or Park & Ride stakeholders may enter into are provided below:

Informal Lease Agreements – Agreements entered into without a formal lease agreement between VDOT/stakeholder and a property owner. Informal agreements are made at no cost to VDOT/stakeholder. These agreements are generally recommended for short-term usage until long-term agreements or locations can be found or developed. The current process for developing lots can take up to three years requiring temporary solutions to meet existing Park & Ride demand. Informal agreements are also recommended for evaluating a proposed Park & Ride lot location or establishing new car or vanpools. After Park & Ride demand is confirmed or successful car or vanpools are established, formal Park & Ride lot agreements or permanent Park & Ride lots should be pursued.

Formal Lease Agreements – Agreements entered into with a formal lease agreement between VDOT/stakeholder and a property owner. Formal agreements involve a fee or an exchange of consideration agreed upon between both parties, which bind the lease contract. Formal agreements should be considered as an alternative to constructing or expanding Park & Ride lots. Formal agreements should be considered when providing for less than **200** parking spaces. Park & Ride lots along a corridor should not exceed **500** parking spaces acquired through formal agreements to reduce the risk of losing too many spaces when lease agreements expire. To avoid this situation, permanent Park & Ride lots should be constructed.

Partnership Lease Agreements – Formal agreements between VDOT/stakeholders and commercial business owners to provide Park & Ride spaces in designated areas of parking lots. Park & Ride spaces are typically provided in exchange for the economic benefit from Park & Ride users patronizing commercial establishments. Park & Ride spaces may also be provided in exchange for promotional considerations on Park & Ride signage indicating which commercial establishment is providing the Park & Ride spaces once approved for use in accordance with the *Virginia Supplement to the MUTCD*. Large commercial businesses (e.g., Wal-Mart, Lowe’s, Home Depot, Kroger, etc.) are usually located at strategic locations for Park & Ride lots such as the junction between two major corridors. Commercial developments with lease agreements could be fitted with amenities to accommodate carpool lines, slug lines, and transit service if agreed upon or provided by property owners.

Proffered Agreements – Agreements proffered by developers as part of a re-zoning application. Proffer agreements should be pursued in the same fashion as off-site roadway improvements. Proffered agreements provide for long-term Park & Ride spaces at no cost to the Park & Ride Program or Park & Ride stakeholders. Park & Ride spaces obtained from proffers agreements include the following:

- Dedication of Park & Ride spaces in a commercial development;
- Construction of Park & Ride lots to be dedicated to VDOT/stakeholder;
- Expansion or improvement of existing Park & Ride lots;
- Dedication of land for a Park & Ride lot to VDOT/stakeholder; and
- Providing Park & Ride lot amenities such as providing for bus shelters, bike racks, lockers, electric vehicle charging stations, etc.

Lease agreements should specify the party responsible for maintenance of lots and the party liable for property damage. The Park & Ride Program does not assume liability for any damages to personal property at VDOT-owned Park & Ride lots or lots with lease agreements. Situations where property owners require VDOT to insure property are evaluated on a case-by-case basis when no other alternatives are made available.

The most successful lease agreements between VDOT/stakeholders and property owners occur when the lot peak usage does not coincide with the peak hours of the roadway or transit system. Shopping malls, movie theaters, and churches are strong candidates for lease agreements. Parking lots with additional/unused parking capacity should also be targeted for agreements; however, all Park & Ride lease agreements with interested property owners should be pursued.

The following process should be followed by Residency staff and Park & Ride stakeholders when obtaining lease agreements once a property is identified:

- Receive an appraisal of fair market rent using the services from licensed appraisers in the Right-of-Way Division.
- Prepare a lease agreement using the Park & Ride Program standard lease agreement template, which can be obtained by contacting the Park & Ride Administrator or a District Coordinator. The Right-of-Way Division should review and approve the lease agreement. Any changes in the standard lease should be approved by the Virginia Office of the Attorney General.
- Use the services of the Right-of-Way Division to negotiate fair market rent. Fair market rent should be paid for the entire lease term in a single lump sum payment. Fair market rent payments can be made for one-year periods if a single lump sum payment for the entire lease term is not feasible due to budget constraints. Month-to-month lease payments may be required for temporary Park & Ride lots used until a new lot is fully constructed, at the expiration of a lease term or when a lease agreement is renewed one month at a time.
- Send appropriate leasing documentation to the District Park & Ride Coordinator for approval and acceptance at the district level.
- Send appropriate leasing documents to the VDOT Right-of-Way Division or appropriate branch for approval and acceptance.
- Inform the Park & Ride Program Administrator of the new Park & Ride lot to be entered into the Park & Ride database and subsequently reflected on the website.

Park & Ride Program Budgeting:

There are at least two sources of funding for Park & Ride lot construction and maintenance in Virginia. However, prior to identifying sources of funding, construction and maintenance needs should be identified and prioritized. Not only are the sources of funding different for the construction and maintenance needs, the budgeting processes for both programs are different as well.

Park & Ride Lot Construction Needs

On an annual basis, the District Park & Ride Coordinator, in coordination with the local Park & Ride stakeholders, will identify and prioritize new Park & Ride lot construction or existing Park & Ride lot expansion needs for one-year, three-year, and six-year time horizons.

The District Park & Ride Coordinator will discuss these construction needs with the District Programming Manager on an annual basis, so the District Programming Manager can allocate the appropriate levels of funding to the selected projects for inclusion in the VDOT Six-Year Improvement Program (SYIP). Depending on the magnitude of the funding needs and the estimated construction schedule, the District Programming Manager may determine that the allocations will be spread over multiple years. The District Programming Manager, in cooperation with the District Planning and Investment Manager, will determine the most appropriate source of funding for these projects on a case-by-case basis depending on funding

availability and program eligibility.

District Park & Ride Coordinators will work with MPOs to program and prioritize needs for Park & Ride lots on an annual basis for programming into the SYIP and Maintenance budget. The District Park & Ride Coordinators, in coordination with the District Programming Manager, will then identify the most applicable and available funding source(s) (CMAQ, STP, etc.). Park & Ride projects identified for CMAQ funding should be submitted by application to the MPO/PDC where CMAQ funds are administered. The District Park & Ride Coordinator will prioritize candidate projects for placement in the VDOT SYIP unless other funding sources are identified. These are projects not identified for CMAQ or maintenance funding. The Park & Ride Program Administrator will compile and prioritize all proposed Park & Ride projects on a statewide basis for inclusion in the SYIP.

Park & Ride Lot Maintenance Needs

On an annual basis, the District Park & Ride Coordinator will coordinate with each Residency Administrator within the District to identify and prioritize Park & Ride lot maintenance needs for one-year and two-year time horizons. The Residency Administrators will receive input on the lot maintenance needs from the constituents (e.g., localities, counties, public, etc.) under their purview. The District Park & Ride Coordinator will receive input on the lot maintenance needs from the local Park & Ride stakeholders. These maintenance needs could consist of paving, repaving, pothole removal, restriping, lighting replacements, etc.

The District Park & Ride Coordinator, in coordination with the Residency Administrator, will recommend Park & Ride lots for inclusion in the annual maintenance budget for upgrades or expansions. A separate line item similar to safety rest areas will be provided for Park & Ride lots. The Residency Administrator will discuss these needs in priority order with the District Maintenance Engineer so the District Maintenance Engineer can then take these needs into account when prioritizing all of the maintenance needs for the District. The District Maintenance Engineer will submit these needs on a bi-annual basis to the Central Office Maintenance Division to be included in the Bi-Annual Maintenance Assessment, which describes the estimated needs and associated budgets for all maintenance activities throughout the state.

Appendix



VDOT Park & Ride Program Roles and Responsibilities

VDOT Park & Ride Program Roles and Responsibilities

Entity	Roles and Responsibilities
Commonwealth Transportation Board (CTB)	<ul style="list-style-type: none"> ▪ Dedicate funding sources through state motor fuels tax, motor vehicle sales and use tax, Virginia sales tax, and other authorized tax coffers
Virginia Department of Transportation (VDOT)	<ul style="list-style-type: none"> ▪ Fund the construction of new or expanded Park & Ride lots ▪ Fund the maintenance of VDOT-owned Park & Ride lots ▪ Promote the integration of Park & Ride lots into statewide functions ▪ Market Park & Ride lot information and program resources through the program website and 511 Virginia ▪ Continue promoting Try Transit and National Telecommute Week ▪ Plan, build, and maintain Park & Ride lots ▪ Program Surface Transportation Plan (STP) and CMAQ funds in the VDOT Six Year Improvement Plan (SYIP)
VDOT Transportation and Mobility Planning Division (Central Office) / VDOT Park & Ride Program Administrator	<ul style="list-style-type: none"> ▪ Administer and oversee the Park & Ride Program ▪ Serve as a statewide Park & Ride program resource and promoter of the Park & Ride program on a statewide basis with internal and external stakeholders through the use of a website and advertising ▪ Maintain the statewide Park & Ride database ▪ Create a formal planning process for identifying the need for new and/or expanded Park & Ride lots ▪ Develop policies and procedures for estimating Park & Ride demand ▪ Maintain contract templates for Park & Ride lease agreements ▪ Maintain and upgrade Park & Ride program website ▪ Publish/post Park & Ride lot maintenance schedules on the Park & Ride program website ▪ Communicate maintenance requests from citizens (derived from the VDOT website) to district and residency offices ▪ Develop and maintain policies for Park & Ride lot maintenance and upgrades based on lot classification or alternative priority system
VDOT Traffic Engineering Division (Central Office)	<ul style="list-style-type: none"> ▪ Support the Park & Ride program through policy development related to signing, traffic operations, and/or safety at Park & Ride lots
Maintenance Division (Central Office)	<ul style="list-style-type: none"> ▪ Identify maintenance needs for Park & Ride lot on an annual basis through coordination with the districts

VDOT Park & Ride Program Roles and Responsibilities

Entity	Roles and Responsibilities
VDOT District Offices / District Park & Ride Coordinator	<p>District Planning</p> <ul style="list-style-type: none"> ▪ Oversee district Park & Ride lot planning process ▪ Identify future district Park & Ride lot needs through coordination with MPOs and localities ▪ Update district Park & Ride lot inventory on a regular basis and report updates to Park & Ride Program Administrator ▪ Communicate Park & Ride lot status changes to Program Administrator ▪ Communicate and coordinate with the Park & Ride Program Administrator ▪ Market the locations of Park & Ride lots within each district by informing the public of Park & Ride lot availability, coordinate with MPOs and commuter assistance agencies to identify, and plan for Park & Ride program needs ▪ Compile and prioritize Park & Ride lot funding requests from localities, MPOs, etc. for inclusion in the SYIP ▪ Determine the number of spaces and lot size for new Park & Ride lots ▪ Coordinate with public transportation providers, commuter assistance agencies, and localities for the development of Park & Ride lot design plans ▪ Manage, pursue, and authorize lease agreements and partnerships for Park & Ride lots ▪ Request lot maintenance and upgrades (i.e., paving gravel Park & Ride lots or adding amenities such as trash receptacles) <p>District Location & Design</p> <ul style="list-style-type: none"> ▪ Develop and review Park & Ride lot construction plans <p>District Maintenance</p> <ul style="list-style-type: none"> ▪ Identify and prioritize Park & Ride lots for annual maintenance plans ▪ Include Park & Ride lot maintenance in the biannual maintenance budget to be provided to Central Office Maintenance Division ▪ Communicate schedules for Park & Ride lot construction projects with the Park & Ride Program Director for dissemination to the general public ▪ Provide updated information regarding Park & Ride lot maintenance and improvement to the Park & Ride Program Director for inclusion in the Park & Ride lot database

VDOT Park & Ride Program Roles and Responsibilities

Entity	Roles and Responsibilities
VDOT Residencies	<ul style="list-style-type: none"> ▪ Coordinate with localities to identify and prioritize maintenance needs at Park & Ride lots ▪ Receive and respond to citizen requests and complaints regarding existing Park & Ride lots ▪ Ensure that Park & Ride lots are included with site plan or Chapter 527/870 TIA submittals as appropriate ▪ Assess Park & Ride lot conditions by conducting routine inspections during which sight distance for ingress and egress, internal site circulation, and other safety factors should be evaluated ▪ Conduct routine Park & Ride lot maintenance such as resurfacing, tree trimming and removal, snow removal, lighting replacement, signing upgrades, pavement marking updates, etc. ▪ Request and perform Park & Ride lot maintenance and upgrades (i.e., paving gravel Park & Ride lots or adding amenities such as trash receptacles) ▪ Prioritize Park & Ride lots for maintenance procedures within the residency area of responsibility
Virginia Department of Rail and Public Transportation (DRPT)	<ul style="list-style-type: none"> ▪ Market and promote Park & Ride lots through transportation demand management (TDM) programs and shared-ride transportation solutions that encourage the use of alternative modes of transportation to the single occupancy vehicle ▪ Provide financial and technical support to rideshare agencies and transit providers ▪ Provide financial and technical resources to rideshare agencies for the promotion of Park & Ride lot usage ▪ Continue to promote <i>Try Transit and National Telecommute Week</i> ▪ Coordinate with VDOT, rideshare agencies, public transportation providers, and passenger rail services to advance the Park & Ride Program through multimodal and transportation planning studies
Office of Intermodal Planning and Investment	<ul style="list-style-type: none"> ▪ Plan for a safe, strategic, and seamless transportation system through the development of a statewide multimodal transportation plan ▪ Coordinate multimodal and intermodal planning in Virginia ▪ Assist VDOT and DRPT with public outreach efforts to promote Park & Ride lot usage as a multimodal transportation option

VDOT Park & Ride Program Roles and Responsibilities

Entity	Roles and Responsibilities
Commuter Assistance Services	<ul style="list-style-type: none"> ▪ Provide commuter assistance services, such as ride matching and vanpools, to the traveling public ▪ Maintain Park & Ride lot inventory and regularly provide information to VDOT ▪ Participate in Park & Ride lot lease agreements ▪ Conduct marketing studies to advance commuter assistance services and share the market research with VDOT for use in the planning process ▪ Use the Park & Ride website to market commuter assistance services ▪ Identify Park & Ride lot needs ▪ Establish and manage lease agreements and partnerships for Park & Ride lots ▪ Identify Park & Ride lot amenities and features required when a new lot is proposed or if an existing lot is to be improved ▪ Coordinate Park & Ride lot availability with vanpools and ride matching ▪ Maintain Park & Ride lots owned by commuter assistance services or other lot managers, as appropriate, and manage lease agreements where separate maintenance contracts are awarded ▪ Coordinate alternate transportation arrangements when lot maintenance is required ▪ Report Park & Ride lot maintenance issues to the District Park & Ride Coordinator
Public Transportation Providers	<ul style="list-style-type: none"> ▪ Align transit and vanpool service with Park & Ride lots ▪ Operate and maintain Park & Ride lots that are under their ownership ▪ Evaluate Park & Ride lot functionality for transit ▪ Promote transit and vanpools that are aligned with Park & Ride facilities ▪ Promote the use of the Park & Ride website ▪ Coordinate with planned Park & Ride lots to provide transit and vanpool services ▪ Participate in the design process of Park & Ride lots with regard to bus shelter placement, transit ingress and egress, and lot circulation ▪ Maintain the condition and safety of provider-owned Park & Ride lots ▪ Coordinate transportation needs of Park & Ride lot users during maintenance and construction activities ▪ Report Park & Ride lot maintenance issues to VDOT

VDOT Park & Ride Program Roles and Responsibilities

Entity	Roles and Responsibilities
Metropolitan Planning Organizations (MPO)	<ul style="list-style-type: none"> ▪ Prioritize Park & Ride lot projects as a multimodal regional transportation solution ▪ Administer CMAQ funds for Park & Ride lots
Planning District Commissions (PDC)	<ul style="list-style-type: none"> ▪ Support localities with Park & Ride lot planning as a multimodal regional transportation solution ▪ Administer CMAQ funds for Park & Ride lots
Locality (City or County)	<ul style="list-style-type: none"> ▪ Support and promote the use of Park & Ride lots ▪ Promote the use of the VDOT Park & Ride website ▪ Receive citizen requests and complaints regarding existing Park & Ride lots and forward them to VDOT when warranted ▪ Identify Park & Ride lot needs and communicate them to VDOT and MPO ▪ Develop land use plans, zoning regulations, and proffer agreements to foster Park & Ride lots as a multimodal transportation solution ▪ Maintain the condition and safety of Park & Ride lots owned by the locality ▪ Pursue and authorize lease agreements and partnerships within the locality ▪ Coordinate and partner with VDOT regarding Park & Ride lot maintenance issues
Private Lot Owners	<ul style="list-style-type: none"> ▪ Maintain the condition and safety of privately-owned Park & Ride lots according to lease agreements ▪ Coordinate with VDOT to request and obtain Park & Ride lot signs ▪ Identify opportunities for new lease agreements for Park & Ride lots and coordinate with VDOT
Virginia State Police, Local Police and Park & Ride Lot On-Site Security	<ul style="list-style-type: none"> ▪ Provide security and/or enforce laws at Park & Ride lots similar to enforcement on public roads ▪ Promote safety at Park & Ride lots by encouraging the use of lots as a safe transportation solution



**VDOT Park & Ride Program
Sample Lease Agreements**

LEASE AGREEMENT

This LEASE AGREEMENT, made as of the 24 day of February, 2011, by and between the **PRINCE WILLIAM BOARD OF COUNTY SUPERVISORS**, One County Complex Court, Prince William, Virginia 22192 (hereinafter referred to as "COUNTY"), and **FIRST WOODBRIDGE BAPTIST CHURCH**, 13600 Minnieville Road, Woodbridge, Virginia 22193 (hereinafter referred to as "Church").

WITNESSETH:

WHEREAS, this Lease agreement is necessitated by the revocation of commuter parking spaces at Potomac Mills;

WHEREAS, the Church is a highly desirable location due to its proximity to the previous commuter parking facilities located at Potomac Mills; and

WHEREAS, Church leadership are amendable to use of its existing parking lot for commuter parking, subject to terms and conditions appended hereto that County's governing body has concluded are acceptable; and

WHEREAS, the governing body of the County has authorized the County Executive to enter into a one-year lease agreement with possible one year mutual extensions, for commuter parking spaces at the Church, with an option for additional one-year extensions; and

WHEREAS, the lease cost is in line with prevailing commuter parking lease costs in shopping centers and other commercial establishments elsewhere in the County and Northern Virginia.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Church leadership and County agree to the following lease terms.

LEASE TERMS:

1. **Leasehold area.** The parking area delineated on Exhibit A and labeled 370 reserved for commuters” is hereby leased and demised to County and shall be available for parking for commuters.

2. **Lease term and option for extension.** The Lease shall have a one-year term, beginning the first day that commuters are authorized to begin occupying the Church’s parking facilities on 13600 Minnieville Road, Woodbridge, VA 22193, as more specifically identified in Exhibit A, (hereinafter, the “Property”) and ending one year later; provided, however, that County, with the Church’s consent which will not be unreasonably withheld, may exercise the option to extend this lease for as many as three additional one-year terms under the same terms and conditions, with the exception of rent, which may be re-negotiated at the expiration of the first renewal period or any consecutive renewal period thereafter. Otherwise, the terms and conditions as contained herein, may be extended by notifying the Church in writing, sixty (60) days prior to the end of each contract term of its intention to extend this Lease.

3. **Lease cost.** The delineated area on Exhibit A is hereby leased to County at a cost of \$5,550 per week or \$288,600 per year.

4. **Lease payments.** Lease payments shall be payable at the outset of each month, no later than five (5) business days after the first day of the month. A late charge will be assessed equal to three (3%) of the required amount owed for each month that such payment is not paid within ten (10) days after the due date. Rent due for any partial month shall be prorated. The monthly rent shall be payable to First Baptist Church of Woodbridge, Inc.

5. **Exclusivity.** The parties agree that the parking spaces hereinafter identified as commuter parking spaces shall be for the exclusive use of the County, from the hours of Twelve

(12:00 am) to Ten (10 pm), Monday through Friday, for commuter parking. The County shall post signage on the premises stating commuter parking only, during the aforementioned hours, and that overnight parking is prohibited. Provided, however, that from the hours of 6 pm to 12 am, the parties agree that the Church shall be allowed to utilize any available spaces contained within in the leasehold area for Church purposes, and only if parking is otherwise not available on the Church property for its purposes. The Church agrees that it shall neither sublet nor assign the parking spaces identified as commuter parking during the term of this Lease.

6. Maintenance. The County agrees to accept the Property in its "as is" condition as of the commencement of the initial term. The Church acknowledges that the County may install sidewalk(s), at its expense, for persons using the Property (such improvements to be in accordance with the Entitlement and applicable law.) The County will be responsible for all maintenance and repairs to the Property and the County, at its expense, shall keep the Property continually in a neat, clean and respectable condition, including but not limited to, properly disposing of any waste or litter discovered thereon. The County shall use due care and diligence in guarding the Property from any material injury or damage from any source, and shall be responsible for the costs of any security measures implemented by the County. The County shall promptly repair any damage to the Property (except for damage directly resulting from the acts of the Church's employees, visitors or members). Notwithstanding anything to the contrary provided in this Agreement, the Church shall have no obligation to provide any security for the Property or to make any repairs, improvements, changes, additions or alterations to the Property. Additionally, the County agrees be responsible for removing all snow and ice on the leasehold area only..

7. Identification of leased commuter spaces. County will, at its expense, identify the spaces designated for commuter use, in a manner agreeable to the Church, including, by example only, re-stripping the spaces designated for commuter use in a different color to differentiate commuter parking from the rest of the Church parking, and erect signage labeled "Commuter Parking Only." Additional signage such as direction markers or other types that facilitate pedestrian safety and traffic flow, shall be erected at County expense. The County shall, at its expense, cause the removal of any signage installed by it at the end of the term of this Agreement.

8. Liability and indemnification. Neither County nor the Church shall have any liability for damages suffered by vehicles using Church premises for commuter parking under this Lease Agreement. Each party shall only be responsible for its own negligence under Virginia law. The County has added the Church as an additional insured to the extent permitted by the laws of the Commonwealth of Virginia and only in respect to claims or actions arising from or in connection with negligent acts of the County, its employees, agents or officials. The County shall keep in force throughout the duration of this Agreement a comprehensive general liability insurance policy with limits of liability of at least Two Million dollars (\$2,000,000) per occurrence/aggregate as to claims or judgments resulting from the negligence of the County, its employees, agents or officials in the County's use of the parking spaces for the commuter program. Claims, suits or actions brought on account of injury or damage sustained to persons, or the property of persons using the Property should be addressed to:

County Executive
Prince William County
1 County Complex Court
Prince William, Virginia 22192-9201

9. Governing law. This Lease Agreement shall be governed by the laws of the Commonwealth of Virginia.

10. Notices. Operational notices shall be in writing by registered or certified mail or by telex, telefax, or telegram to the below named representatives of the Party notified:

For County:

Melissa S. Peacor
County Executive.
1 County Complex Court
Prince William, Virginia, 22192

For First Woodbridge Baptist Church :

13600 Minnieville Road
Woodbridge, Virginia 22193

Copy to: Robert Showers, Esq.
305 Harrison Street SC 3rd Floor
Leesburg, VA 20175

11. Force Majeure. Neither Party shall be liable to the other for failure to perform its obligations, if such failure is due to fires, floods, strikes, work stoppages, accidents, wars, riots, insurrection, government actions, acts of God, or other acts beyond the control of the Party failing to perform.

12. Termination. The County shall have the right to terminate this Lease upon giving written notice to the Church thirty (30) days prior to the date of termination. The Church shall likewise have the right to terminate this Lease upon giving written notice to the County thirty (30) days prior to the date of termination.

13. Warranty. The Church hereby represents and warrants that it is the fee simple owner of the Premises and represents that any transfer of its respective interest in the Premises will be subject to the rights of the County herein.

14. Entire Agreement. This Lease agreement constitutes the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Lease may not be modified except by written instrument duly executed by the Church and the County.

WITNESS

FIRST WOODBRIDGE BAPTIST CHURCH

Cynthia D. Young

BY Franklin D. Johnson
Franklin D. Johnson, Executive Pastor
Name and Title

WITNESS

PRINCE WILLIAM BOARD OF COUNTY
SUPERVISORS

Cynthia D. Young

BY Melissa S. Peacor
Melissa S. Peacor, County Executive

**FIRST AMENDMENT TO
PARKING LOT LICENSE AGREEMENT**

This First Amendment to Parking Lot License Agreement ("**Amendment**"), is made as of January 21, 2010, by and between **BROADLANDS COMMERCIAL DEVELOPMENT, L.L.C.**, a Virginia limited liability company ("**Licensor**"), and the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("**Licensee**") (collectively, the "**parties**").

WHEREAS, Licensor and Licensee have executed and entered into that certain Parking Lot License Agreement dated as of November 17, 2009 (the "**Agreement**"), respecting certain premises lying and being in Broadlands, Loudoun County, Virginia, as more particularly described in the Agreement (the "**Premises**"); and

WHEREAS, Licensor and Licensee desire to modify and amend the Agreement in certain respects and to enter into this Amendment for the purpose of setting forth their agreement with respect to such modification and amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Entitlement Deadline.** Article III of the Agreement is hereby modified by providing that the Entitlement Deadline shall be May 1, 2010.

2. **Miscellaneous.** (a) Except to the extent defined to the contrary herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

(b) Any number of counterparts of this Amendment may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one in the same instrument. For purposes of this Amendment, a signature delivered by facsimile or other electronic transmission shall be as binding upon the delivering party as an original signature.

(c) This Amendment shall be governed by and construed in all respects in accordance with the laws of Virginia, without regard to principles of conflicts of laws.

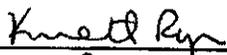
(d) Other than to the extent expressly modified and amended by this Amendment, Licensor and Licensee ratify the Agreement and acknowledge that it shall remain in full force and effect in accordance with its terms. The provisions of this Amendment, to the extent inconsistent with any other provision of the Agreement, shall prevail.

[End of text; signatures on next page]

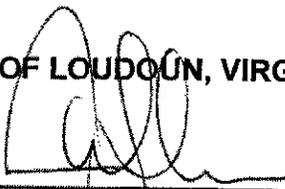
IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this First Amendment to Parking Lot License Agreement as of the date first written above.

BROADLANDS COMMERCIAL DEVELOPMENT, L.L.C.

By: Van Metre Broadlands Manager, Inc., its Manager

By: 
Name: Kenneth A. Ryan
Title: Chief Financial Officer

COUNTY OF LOUDOUN, VIRGINIA

By: 
Name: JAY SNYDER
Title: DIRECTOR OF GENERAL SERVICES

APPROVED AS TO FORM:


ASSISTANT COUNTY ATTORNEY

PARKING LOT LICENSE AGREEMENT

This Parking Lot License Agreement ("**Agreement**"), is made as of November 17, 2009, by and between **BROADLANDS COMMERCIAL DEVELOPMENT, L.L.C.**, a Virginia limited liability company ("**Licensor**"), and the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("**Licensee**") (collectively, the "**parties**").

ARTICLE I Premises

Licensor, being the owner of premises shown on Loudoun County Tax Map 78 as Parcel B20-B and identified as PIN # 119-19-7523 (as also shown as Parcel B on the Preliminary / Record Plat, Broadlands South Section 204 dated October, 2006, a copy of which is attached hereto as **Attachment 1**) ("**Premises**"), hereby licenses to Licensee, on the terms and conditions hereinafter set forth, the Premises for use as a park-and-ride lot for commuters containing approximately one hundred fifty (150) parking spaces, a commuter bus shelter and walkways, trails and lighting as required for pedestrian safety (the "**License**"). The Premises and the location and configuration of the parking spaces, entrances, drive lanes, bus shelter, bus access route, walkways, trails, lighting and exits are generally shown on **Attachment 2**.

ARTICLE II Contingency

The License is contingent upon Licensee obtaining a Site Plan Amendment ("**SPAM**") for the Premises (the "**Entitlement**") from Loudoun County, Virginia for construction and operation of a park-and-ride lot for commuters at the Premises with the improvements stated in Article I. If Licensee fails to obtain the Entitlement on or before July 1, 2010 (the "**Entitlement Deadline**"), then this Agreement will immediately terminate with no further obligation upon either party. Notwithstanding the foregoing, if Licensee has not obtained the Entitlement by July 1, 2010, then Licensee, at its option, may extend the Entitlement Deadline for an additional three month period until October 1, 2010, by providing written notice of such extension to Licensor at least ten (10) days prior to July 1, 2010. Licensee agrees that it will use good faith best efforts to obtain the Entitlement and will diligently pursue the same following the parties entering into this Agreement.

Notwithstanding anything to the contrary provided in this Agreement, Licensee, except for the Entitlement referenced above, may not seek any rezoning and/or re-subdivision of the Premises or change to any rule or ordinance which would bind the Premises following the expiration or termination of the License, as applicable, without Licensor's consent in its sole discretion.

ARTICLE III Term

The initial term of the License shall be for four (4) years (the "**Initial Term**"). The Initial Term shall commence on the earlier to occur of (a) Licensee accessing the Premises for the purpose of constructing any improvements per the Entitlement, or (b) the Entitlement Deadline, as extended if applicable. Notwithstanding the foregoing, in no event will the License become

effective, and Licensee may not access the Premises for the purpose of constructing improvements, until the Licensee obtains the Entitlement. The License may be renewed at the expiration of the Initial Term at the option of the Licensee for an additional consecutive one (1) year period (the "**First Renewal Period**"). The License shall be deemed renewed for the First Renewal Period unless no later than ninety (90) days prior to the expiration of the Initial Term, the Licensee gives written notice to Licensor of termination of the License at the expiration of the Initial Term. Additionally, following the Initial Term and the First Renewal Period (if the License is renewed), the License shall continue for additional consecutive one (1) year periods, unless no later than ninety (90) days prior to the expiration of the First Renewal Period or any consecutive renewal period thereafter, as applicable, either Licensee or Licensor gives written notice to the other party of termination of the License at the expiration of the then-current License period. Any renewal of the License shall be upon the same terms and conditions as the Initial Term with the exception of rent, which shall be as set forth in Article IV.

ARTICLE IV Rent

Licensee agrees to pay Six Thousand Two Hundred Fifty Dollars (\$6,250.00) per month as monthly rent during the Initial Term and the First Renewal Period, if the License is renewed. The monthly rent shall be payable to Broadlands Commercial Development, L.L.C. Monthly rental payments are due by the tenth of each month. Monthly rent for each subsequent one-year renewal period following the First Renewal Period, if applicable, shall increase by three percent (3%) over the prior year. Such payments are due by the tenth day of each month. Licensee agrees to pay a late charge equal to three percent (3%) of the required amount owed for each month that such payment is not paid within ten (10) days after the due date. Rent due for any partial month shall be prorated.

ARTICLE V Use

Licensee shall have the right to use the Premises as a commuter parking lot and Licensor shall not use the Premises in any way. Licensee shall post signage on the Premises stating "commuter parking only and that overnight parking is prohibited."

Licensee agrees to refrain from using the Premises for any unlawful purpose and to comply with all of the applicable laws of the Commonwealth of Virginia and local ordinances, including, but not limited to, the maintenance of the Premises and all operations conducted thereon.

ARTICLE VI Assigning or Subletting

Licensee shall not be allowed to assign this Agreement or the License, or any interest therein, or sublet all or any portion of the Premises without the express written consent of Licensor. Licensor may assign this Agreement, and any assignment shall relieve Licensor of its obligations hereunder to the extent such obligations are assumed by the assignee. Licensee agrees to look solely to such successor-in-interest of Licensor for the performance of such assumed obligations.

ARTICLE VII
Condition; Maintenance

Licensee agrees to accept the Premises in its "as is" condition as of the commencement of the Initial Term for purposes of the License. Licensor acknowledges that Licensee may install bus shelter(s) and pathways and trails for persons using the Premises (such improvements to be in accordance with the Entitlement and applicable law). Licensee will be responsible for all maintenance and repairs to the Premises, and Licensee, at its expense, shall keep the Premises continually in a neat, clean and respectable condition, including, but not limited to, properly disposing of any waste or litter discovered thereon. Licensee shall use due care and diligence in guarding the Premises from any material injury or damage from any source, and shall be responsible for the costs of any security measures implemented by Licensee. Licensee shall promptly repair any damage to the Premises (except for damage directly resulting from the acts of Licensor or Licensor's employees, agents or contractors). Notwithstanding anything to the contrary provided in this Agreement, Licensor shall have no obligation to provide any security for the Premises or to make any repairs, improvements, changes, additions or alterations to the Premises.

ARTICLE VIII
Signage

The Loudoun County Office of Transportation Services, at the sole expense of Licensee, may erect park and ride lot/commuter parking signs on the Premises to use as direction markers for vehicles and a sign indicating the designated bus pick up location. The signage will be restricted to areas on and immediately adjacent to the Premises. Licensee shall coordinate the design, verbiage, and placement of all the signage with the approval of the Licensor which shall not be unreasonably withheld. Licensee shall be solely obligated at its expense to obtain any required governmental approvals for any signage to be erected by Licensee. Licensee shall, at its expense, cause the removal of any signage installed by it at the end of the term of this Agreement.

ARTICLE IX
Utilities

Licensee shall be responsible for providing any utilities to be used by Licensee at the Premises, including electric service and the payment of all electricity costs, including routine and emergency maintenance or repairs.

ARTICLE X
Insurance

Pursuant to state law, it is expressly agreed and understood that Licensee cannot indemnify the Licensor for or against any claim brought against the Licensor by third parties. Licensee has added Licensor as an additional insured to the extent permitted by the laws of the Commonwealth of Virginia and only in respect to claims or actions arising from or in connection with negligent acts of Licensee, its employees, agents or officials. Licensee shall keep in force throughout the duration of this Agreement a comprehensive general liability insurance policy with limits of liability of at least Two Million Dollars (\$2,000,000) per occurrence/aggregate as to

claims or judgments resulting from the negligence of Licensee, its employees, agents or officials in Licensee's use of the Parking Spaces for the commuter program. Claims, suits or actions brought on account of injury or damage sustained to persons, or the property of persons using the parking lot should be addressed to:

County of Loudoun
Chief of Risk and Insurance
1 Harrison Street, S.E., 4th Floor
P.O. Box 7000
Leesburg, VA 20177-7000

ARTICLE XI Default

Licensee shall be in default of this License if it fails to fulfill any obligation or term hereunder, and it fails to cure any financial obligation within ten (10) days or any other obligation within twenty (20) days after written notice of such default is provided by Licensor to Licensee (provided, however, that Licensee's failure to carry insurance as required by Article X shall be an immediate default). In the event of default, Licensor may take possession of the Parking Spaces, take measures to prevent any further parking by the park-and-ride commuters in the Parking Spaces and require Licensee to remove commuter vehicles remaining without prejudicing Licensors' rights to damages. All rent due under this Agreement shall be prorated to the day of repossession by the Licensor.

ARTICLE XII Notice

All notices and demands provided herein shall be effective when received by hand delivery or sent by a nationally recognized overnight courier service or by prepaid certified mail, return receipt requested to the parties at the following addresses:

If to Licensor:

Broadlands Commercial Development, Inc.
c/o Van Metre Companies
5252 Lyngate Court
Burke, Virginia 22015
Attn: Roy Barnett

With a copy to:

Broadlands Commercial Development, Inc.
c/o Van Metre Companies
5252 Lyngate Court
Burke, Virginia 22015
Attn: President and General Counsel

If to Licensee:

County of Loudoun, Virginia
Department of General Services
803 Sycolin Road S.E., Suite 100, MSC#48
Leesburg, Virginia 20175
Attention: Director of General Services

With a copy to:

County of Loudoun, Virginia
Office of Transportation Services
1 Harrison Street, SE, 3rd Floor, MSC #69
Leesburg, Virginia 20177
Attention: Director of Transportation Services

ARTICLE XIII Miscellaneous

Time is of the essence of this Agreement. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one in the same instrument. For purposes of this Agreement, a signature delivered by facsimile or other electronic transmission shall be as binding upon the delivering party as an original signature. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the parties, or to create any other relationship between the parties hereto other than that of licensor and licensee. Neither Licensor nor any agent or employee of Licensor nor any Van Metre Company nor any agent or employee of a Van Metre Company has made any representations or promises with respect to the subject matter of this Agreement, either express or implied, except as herein expressly set forth. All obligations that accrue prior to termination of this Agreement shall survive termination or expiration of this Agreement. This Agreement shall not be recorded. If either party is required to enforce the provisions of this Agreement, such party, if it prevails, shall be entitled to receive from the other party all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred if so ordered by a court of competent jurisdiction. Notwithstanding anything to the contrary provided in this Agreement, in no event shall Licensor be liable or responsible for any consequential, indirect, special or punitive damages.

ARTICLE XIV Entire Agreement

This License Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This License Agreement may not be modified except by written instrument duly executed by Licensee and Licensor.

**ARTICLE XV
Severability**

If any portion of the License or this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If the court finds that any provision of the License or this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be construed and enforced as so limited.

**ARTICLE XVI
Waiver**

The failure of either party to enforce any provision of the License or this Agreement shall not be construed as a waiver or limitation of that party's rights to subsequently enforce and compel strict compliance with every provision of this License.

**ARTICLE XVII
Appropriations**

The parties recognize that local governments in the Commonwealth of Virginia must appropriate funds annually and cannot commit to periodic payments in excess of one (1) year without the issuance of bonds. Consequently this Agreement is contingent upon the annual appropriation of the payments required hereunder by the Board of Supervisors and, if the Board of Supervisors fails to make such appropriation, this Agreement shall be null and void with regard to all payments to be made by such failed appropriation and Licensee shall vacate the Premises at the end of the last month for which payment has been made.

**ARTICLE XVIII
Licensor's Warranty**

Licensor hereby represents and warrants that it is the fee simple owner of the Premises and represents that any transfer of its respective interest in the Premises will be subject to the rights of the Licensee herein.

**ARTICLE XIX
Governing Law; Waiver of Jury Trial**

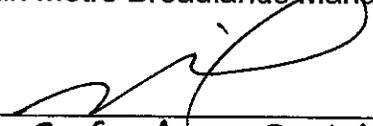
This Agreement and License shall be governed by and construed in all respects in accordance with the laws of Virginia, without regard to principles of conflicts of laws. EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION THAT ARISES UNDER THIS AGREEMENT.

[End of text; signatures on next page]

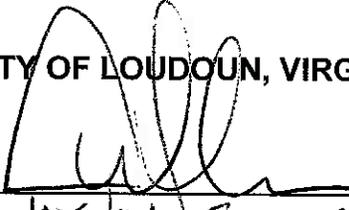
IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Parking Lot License Agreement as of the date first written above.

BROADLANDS COMMERCIAL DEVELOPMENT, L.L.C.

By: Van Metre Broadlands Manager, Inc., its Manager

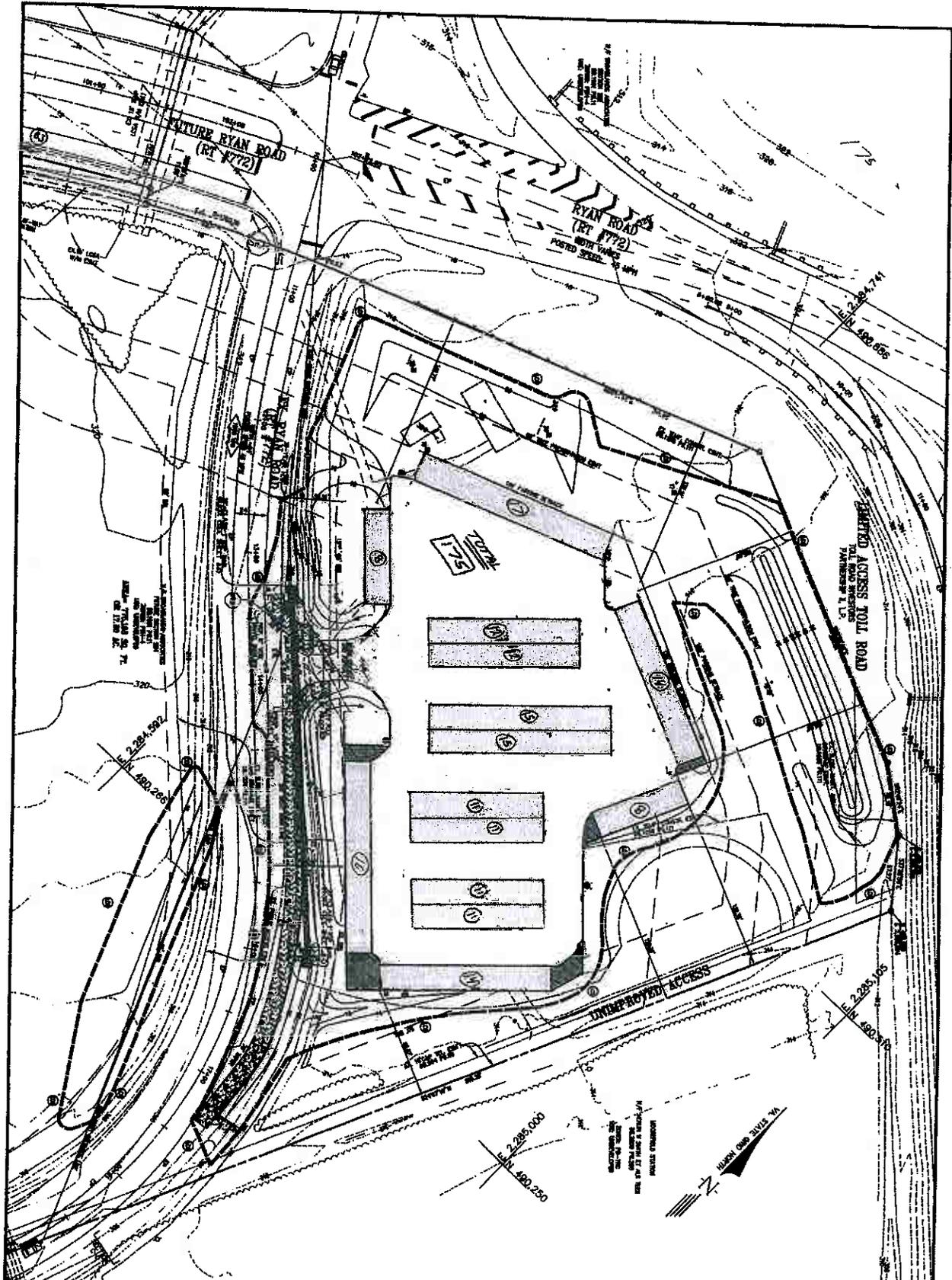
By: 
Name: Richard J. Rabil
Title: President and CEO

COUNTY OF LOUDOUN, VIRGINIA

By: 
Name: JAY M. SNYDER
Title: DIRECTOR of GENERAL SERVICES

APPROVED AS TO FORM:


ASSISTANT COUNTY ATTORNEY



SITE GRADING PLAN
BROADLANDS - SECTION 204
CONSTRUCTION COMPOUND
 DULLES SECTION DISTRICT
 LOUDOUN COUNTY, VIRGINIA

SCALE: 1"=40'
 CL 2
 DATE: FEB. 2004



URBAN ENGINEERING & ASSOC., INC.
 CIVIL ENGINEERS - LANDSCAPE ARCHITECTS - LAND PLANNERS
 1712 BOWLE ROAD, SUITE 200
 ANNANDALE, VIRGINIA 22003 (703) 941-9000

NO.	DATE	DESCRIPTION	DESIGN APPROVAL	DATE
1	02-17-04	ISSUED FOR PERMIT		
2	02-18-04	REVISED		
3	02-18-04	REVISED		
4	02-18-04	REVISED		

REVISION APPROVED BY DIVISION OF DESIGN REVIEW

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0267-053-961	93273	Loudoun County

THIS AGREEMENT, made and executed in triplicate this 27th day of April, 2010, by and between the **County of Loudoun**, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY will progress with the development of each Project so that any federal funds allocated to each Project may be obligated within three years of allocation to each Project in accordance with the current Statewide Transportation Improvement Program, unless otherwise specified in writing by the Department; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT.
 - b. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
 - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

- d. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- e. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- f. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- g. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- h. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- i. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, or local laws and regulations. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.
- j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an

attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

- k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - l. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.e, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been appropriated. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated and allocated.
6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.e, 1.f, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF LOUDOUN, VIRGINIA:

[Signature]

Tim Hemstreet
Typed or printed name of signatory

County Administrator Date

Title [Signature]

Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Acting

[Signature] Date 4/27/10
Commonwealth Transportation Commissioner

Commonwealth of Virginia
Department of Transportation

[Signature] Date 4/27/10
Signature of Witness

Attachments

Appendix A UPC 93273

Project Number: 0267-053-961 (UPC 93273)

Locality: Loudoun County

Project Narrative	
Scope:	Lease approximately 150 commuter parking spaces at Moorefield in the vicinity of Dulles Greenway and Route 772
From:	Vicinity of Dulles Greenway and Route 772
To:	
Locality Project Manager Contact Info: Sharon Affinito, (703) 771-5251, Sharon.Affinito@loudoun.gov	
Department Project Coordinator Contact Info: Rahul Trivedi, (703) 383-2223, Rahul.Trivedi@VDOT.Virginia.Gov	

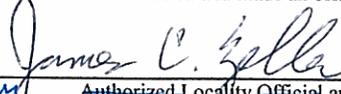
Project Costs and Reimbursement				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	N/A	N/A	N/A	N/A
Right-of-Way & Utilities	N/A	N/A	N/A	N/A
Construction	425,000	425,000	10,000	415,000
Total Estimated Cost	425,000	425,000	10,000	415,000

Total Maximum Reimbursement by Locality to VDOT	0
Total Maximum Reimbursement by VDOT to Locality	415,000

Project Financing				
A	B	C	D	E
CMAQ (80%)	State CMAQ Match (20%)	<fund source C>	<fund source D>	Aggregate Allocations (A+B+C+D)
340,000	85,000			425,000

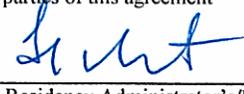
Program and Project Specific Funding Requirements	
<ul style="list-style-type: none">• This project shall be administered in accordance with the Locally Administered Projects Manual• This project is a lease by Loudoun County of existing parking spaces for the Tysons Express bus service.• Approximately 150 spaces will be leased• VDOT will perform any required environmental activities (to be charged to CN project expenses)	

This attachment is certified and made an official attachment to this document by the parties of this agreement

RA/UPM


Authorized Locality Official and date
James C. Zeller

Typed or printed name of person signing
for Residency Administrator



Residency Administrator's/Urban Program Manager's Recommendation and date
Tim Hemstreet

Typed or printed name of person signing

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
3000-076-067	99519	Prince William County

THIS AGREEMENT, made and executed in triplicate this 25 day of March, 2011, by and between the County of Prince William, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
 - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match and/or termination of this Agreement

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all

federal, state, and local laws and regulations. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
 - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- 9 This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.
10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF PRINCE WILLIAM, VIRGINIA:

Khattab Shammout 3/15/2011

Khattab Shammout, P.E.

Typed or printed name of signatory

Acting Director of Transportation

Date 03-15-2011

Title

Robert B. Buzard

Signature of Witness

3/15/2011

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Bruce A. Whaley

Commonwealth Transportation Commissioner
Commonwealth of Virginia
Department of Transportation

3/25/11

Date

Carole Mathis

Signature of Witness

3/25/11

Date

Attachments

Appendix A - UPC 99519



Appendix A

Project Number: 3000-076-067,N501

UPC: 99519

Locality: Prince William County

Project Location ZIP+4: 22193-2369	Locality DUNS# 00-309-6740	Locality Address (incl ZIP+4): 5 County Complex Court Suite 290 Prince William, VA 22192-9201
Project Narrative		
Scope: Lease Commuter Parking Spaces - Potomac Mills/Woodbridge Area		
From:		
To:		
Locality Project Manager Contact info: Khattab Shammout, kshammout@pwgov.org, 703-792-6826		
Department Project Coordinator Contact Info: Rahul Trivedi, Rahul.Trivedi@VDOT.Virginia.gov, 703-259-2308		

Project Costs and Reimbursement				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering				
Right of Way & Utilities				
Construction	\$1,443,000	\$96,200	\$0	\$96,200
Total Estimated Cost	\$1,443,000	\$96,200	\$0	\$96,200

Total Maximum Reimbursement / Payment by Locality to VDOT	
Total Maximum Reimbursement by VDOT to Locality	\$96,200

Project Financing				
A	B	C	D	E
CMAQ	CMAQ State Match	VDOT Funds TBD*	<fund source D>	Aggregate Allocations
\$76,960	\$19,240	\$1,346,800		\$1,443,000

Program and project Specific Funding Requirements
<ul style="list-style-type: none"> • This project shall be administered in accordance with VDOT's <u>Locally Administered Projects Manual</u> • This project is funded with federal-aid Congestion Mitigation Air Quality (CMAQ) program funds. These funds must be obligated within 24 months of allocation and expended within 48 months of the obligation. <ul style="list-style-type: none"> ◦ Previous \$96,200 Allocation by the CTB, Obligation deadline 7/1/2012, Expenditure deadline 7/1/2016 • *VDOT has committed to fully fund this project. Additional funds will be identified in the updated SYP. • Estimated project cost based on VDOT commitment to fund up to 5-year lease arrangement. Lease cost is \$5,550 per week or \$288,600 per year for the initial term of 1 year with additional optional renewals. • Estimated eligible project cost based on currently identified funding level. Appendix will be updated to reflect increased eligible costs as additional funding is programmed into the SYIP.

This attachment is certified and made an official attachment to this document by the parties to this agreement

Khattab Shammout 3/15/2011
Authorized Locality Official and date

R. Burkhardt 3-16-11
Authorized VDOT Official
Recommendation and Date

Khattab Shammout, P.E.
Typed or printed name of person signing

Ray Burkhardt
Typed or printed name of person signing

THIS LEASE, made and entered into this _____ day of _____, 19 ____, by and between _____, hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of Transportation hereinafter called the State;

WITNESSETH

- 1) **DESCRIPTION:** The Lessor hereby leases unto the State and the State hereby hires from the Lessor that certain property situated in the City of _____, County of _____, State of California, and more particularly described as follows:

(Example: A "Park and Ride Lot" comprising 50 automobile parking spaces in the lower parking lot at St. William's Catholic Church shown as Attachment "A" and made a part of this lease, including the following improvements: None--Blacktop parking area only.)

- 2) **TERM:** The term of this lease shall commence on _____, 19 ____, and shall end on _____, 19 ____, with such rights of termination as may be hereinafter expressly set forth.

- 3) **RENT:** The rent shall be as follows:

(Example: The total rental of \$-0- (zero dollars) shall consist of resurfacing and striping the lower parking lot at St. William's Catholic Church. Said resurfacing shall take place in the 1985/86 State fiscal year at no cost to Lessor. The area to be resurfaced is .38 acre (16,552 ± s.f.). Resurfacing material shall be. 10 foot A.C. surfacing.)

- 4) **USE:**

- a) Lessee shall use the property for the following purposes only:
The specified "Park and Ride" staging area may be used as parking lot by persons traveling in carpools or other ridesharing vehicles. State will, at its own expense, place signs and painted stripes, with Lessor's advance approval, to designate the specified staging area. Upon termination of this Agreement, State will remove the signs and obliterate the stripes.
- b) Lessee shall not commit, suffer, or permit any waste on said property and shall comply with all State laws and local ordinances concerning said property and the use thereof.
- c) Lessee may use Lessor's property surrounding the premises for vehicle and pedestrian ingress and egress and circulation for persons in carpools as shown in Attachment.
- d) Trucks, cars and other mobile equipment under the control of Lessee or private owners shall not be parked in such a manner as to obstruct access to or circulation on the property, nor to detract from appearances or utility.
- e) Lessor agrees that Lessee, keeping and performing the covenants and agreements herein contained on the part of Lessee to be kept and performed, shall at all times during the existence of this lease peaceably and quietly, have, hold and enjoy the leased premises, without suit, trouble or hindrance from Lessor, or any person claiming under Lessor.

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- 5) **RIGHT OF ENTRY:** Lessee shall permit Lessor or its agents to enter upon the property at any reasonable time to inspect same.
 - 6) **TERMINATION:** This lease shall be subject to cancellation and termination by Lessee at any time during the term hereof by giving the Lessor notice in writing at least 130 days prior to the date when such termination shall become effective.
 - 7) **NOTICES:** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows: To the Lessor at the address above stated and to Lessee c/o Department of Transportation, _____ . The address to which the notices shall be mailed to either party may be changed by written notice by either party to the other, but nothing herein shall preclude the giving of notice by personal service. Lessee shall also be able to serve notices by posting and subsequent mailing to Lessor.
 - 8) **CONDITION AND REPAIRS:** The State will provide reasonable maintenance for the designated staging area and improvements thereon. Lessor agrees to notify State promptly of defects in parking areas which could give rise to third party injury or damage, even though State may make periodic inspections of the premises.
 - 9) **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign or sublet this lease, and shall not make or suffer any alteration to be made in or on the property without the written consent of the Lessor.
 - 10) **LITIGATION COSTS:** In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.
 - 11) **VACATING THE PROPERTY:** At the expiration of the term, or any sooner termination of this lease, Lessee shall quit and surrender possession of the property and its appurtenances, to Lessor in as good order and condition as the property was delivered to the Lessee, reasonable wear and tear and damage by the elements excepted.
 - 12) **PREVIOUS AGREEMENTS:** In the event there is any existing lease or rental agreement between Lessee and Lessor (or its predecessor in interest) covering the property, it is agreed and understood that this lease shall cancel and terminate said prior lease or rental agreement as of the effective date of this lease.
 - 13) **GOVERNMENTAL CHARGES:** Lessee will have no obligation to pay any taxes, assessments, or governmental charges against the premises.
 - 14) **INDEMNIFICATION:** Nothing in the provisions of this lease agreement is intended to create duties or obligations to or rights in third parties to this lease agreement or affect the legal liability of either party to the lease agreement by imposing any standard of care respecting the duties and obligations under this lease agreement different from the standard of care imposed by law.

It is understood and agreed that this lease agreement is made upon the express condition that Lessor is to be free from all responsibility, liability, claims for damages by reason of injury to any person or persons, including employees of the State, or property of any kind whatsoever and to whomsoever belonging, including State, from any cause or causes resulting from the operations and/or use of the premises, by State, its agents, customers, business invitees and/or any persons acting on State's behalf. It is also understood and agreed that State shall defend, indemnify and save harmless Lessor from all liability, claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property arising from any aforesaid cause or causes during the term of this lease agreement.

It is understood and agreed that this lease agreement is made upon the express condition that Lessee, State of California, is to be free from all responsibility, liability, claims for damages by reason of injury to any person or persons, including employees of the Lessor, or property of any kind whatsoever and to whomsoever belonging, including Lessor, from any cause or causes not resulting from the operations and/or use of the premises, by Lessee, its agents, customers, business invitees and/or any persons acting on Lessee's behalf. It is also understood and agreed that Lessor shall defend, indemnify and save harmless Lessee from all liability, claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property not arising from any aforesaid cause or causes during the term of this lease agreement.

- 15) **LIABILITY INSURANCE:** Lessee will, at all times during the term of this agreement, take out and keep in force at its own expense, (a) public liability insurance to protect Lessee and Lessor, their officers, agents and employees against any liability to the public, incident to the use of, or resulting from, injury to, or death of, any person caused by or resulting from the installation, maintenance or use of said "Park and Ride" area, in the amount of not less than \$1,000,000 to indemnify against the claim of one person, and in the amount of not less than \$1,000,000 against the claims of more than one person resulting from any one occurrence; (b) property damage liability insurance to protect Lessee and Lessor, their officers, agents and employees against any liability for damage to property, including property of Lessor, caused by or resulting from the installation, maintenance, or use of said "Park and Ride" area in the amount of not less than \$1,000,000 for each occurrence.
- 16) **LOSS OR DAMAGES TO PROPERTY:** Lessee assumes responsibility to correct any losses or damages to property of Lessor caused (or resulting) from installation, maintenance, or use of Lessor's property as a "Park and Ride" area to a limit of \$10,000, but not to exceed the amount to replace damaged property and materials with those of like kind and quality.
- 17) **WAIVER:** If any part of this lease is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by Lessor, the remaining portions of this lease shall remain in full force and effect.
- 18) **ENCUMBRANCES:** Lessee shall not encumber the leased premises in any manner whatsoever.
- 19) **AMENDMENTS:** Anything herein contained to the contrary notwithstanding, this lease may be terminated, and the provisions of this lease may be, in writing, altered, changed or amended by mutual consent of the parties hereto.
- 20) **HEADINGS:** The marginal or clause headings of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

(On Archive Copy Only)

Recommended for
Approval
By _____
(Name)
District Ridesharing
Coordinator

(LESSOR)

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By _____
(Name)

DISTRICT DIRECTOR
(or Authorized Representative—Show Title)