

## **SHARED PARKING LICENSE AND ACCESS AGREEMENT**

This Shared Parking License Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between **Western Loudoun Development, L.C.**, a Virginia Limited Liability Company ("Owner"); and the **Town of Purcellville, Virginia**, a Municipal Corporation, ("Town") replaces and supersedes any and all existing agreements.

### **Recitals:**

**WHEREAS**, the Owner is the owner and proprietor of a parcel of real estate identified as Loudoun County MCPI # 488-37-3884-000, and more commonly identified as 198 North 21<sup>st</sup> Street, Purcellville, Virginia ("Property"), situate in the Town of Purcellville, Virginia; and

**WHEREAS**, upon the Property is a restaurant ("Restaurant") and 18-space parking lot ("Parking Lot"); and

**WHEREAS**, the Town is the owner and proprietor of a parcel of real property identified as Loudoun County MCPI # 488-37-2789-000 upon which is located a renovated train station that is open to the public and serves as a public meeting space, among other things ("Train Station"); and

**WHEREAS**, there is no parking lot, nor room for a parking lot, on the property occupied by the Train Station, and users of the Train Station must park at the public parking lot located across 21<sup>st</sup> Street from the Train Station; and

**WHEREAS**, the Train Station is located immediately adjacent to the Parking Lot; and

**WHEREAS**, access to and use of the Parking Lot provides a convenience to the public and those attending functions at the Train Station, but also imposes some additional maintenance costs on the owner of the Parking Lot.

**NOW THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are all acknowledged, the parties agree as follows:

1. This agreement will be for a period of five years beginning April 1, 2020.
2. The Owner hereby grants a revocable license to the Town so that members of the public and users of the Train Station will have pedestrian access across the Parking Lot, and the right to park vehicles in the Parking Lot.
3. The Town shall pay to the Owner a total of Two Thousand Five Hundred Dollars (\$2,500.00) per year as compensation for the increased maintenance costs of sharing the Parking Lot with the public and users of the Train Station. This compensation shall be paid in advance, twice annually, with the first payment due on April 1, 2020, and subsequent payments due each October 1<sup>st</sup> and April 1<sup>st</sup> thereafter, until the final payment is made on October 1, 2024.
4. The annual compensation shall escalate annually at a rate of two-and-one-half percent (2.5%) during the term of this agreement, with the first escalation to be applied to the payment due on April 1, 2021.
5. The Owner shall be fully responsible for maintenance of the Parking Lot and shall keep the Parking Lot in good repair. The Owner shall maintain a sign at the entrance to the Parking Lot to notify the public that the parking lot is for the Train Station and Magnolia's.

6. Users of both the Restaurant and the Train Station shall have full access to Parking Lot and may park on a first-come, first-served basis without restriction. The Parking Lot will jointly serve both the Restaurant and the Train Station.

7. Nothing shall prevent the Town or the Owner from selling or leasing their respective properties during the term of this agreement.

8. The Owner may terminate this agreement for any reason, so long as it provides no fewer than 30 days' notice to the Town and reimburses the Town on a pro-rated basis for all amounts paid by the Town in advance for public use that was to occur after the termination date.

Witness the following signatures and seals:

[SIGNATURES TO FOLLOW ON NEXT TWO PAGES]

**WESTERN LOUDOUN DEVELOPMENT, L.C.**  
a Virginia Limited Liability Company

By: \_\_\_\_\_  
Jason Brownell, its Manager

**COMMONWEALTH OF VIRGINIA**

**COUNTY OF LOUDOUN**, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Jason Brownell, as Manager of Western Loudoun Development, L.C., a Virginia Limited Liability Company, whose name is signed to the foregoing instrument did appear before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Notary

Public

My commission expires: \_\_\_\_\_ My notary registration #: \_\_\_\_\_

**TOWN OF PURCELLVILLE, VIRGINIA**  
a Municipal Corporation

By: \_\_\_\_\_  
David A. Mekarski, Town Manager

**COMMONWEALTH OF VIRGINIA**

**COUNTY OF LOUDOUN**, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that David A. Mekarski, as Town Manager of the Town of Purcellville, whose name is signed to the foregoing instrument did appear before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_ My notary registration #: \_\_\_\_\_