

RIGHT OF WAY LICENSE AGREEMENT

This **RIGHT OF WAY LICENSE AGREEMENT** (“Agreement”) is made as of the _____ day of _____, 2025, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a Virginia municipal corporation (“Licensor”), and **LIGHT HOUSE STUDIO, Inc.S**, a _____ non-profit **incorporated in the Commonwealth of Virginia** _____ (“Licensee”); (individually “Party; collectively “Parties”), provides as follows:

RECITALS

- A. Licensor owns a street, namely Market Street, adjacent to the property of **LIGHT HOUSE STUDIO, Inc.** at 220 W. Market Street, Charlottesville, Virginia 22902.
- B. Licensee wishes to use a portion of the Market Street right of way for parking, and Licensor is willing to allow Licensee to use a portion of Market Street for parking, subject to the terms and conditions contained in this Agreement,
- C. The portion of Market Street subject to this Agreement (“City Property”), is show, highlighted in yellow and outlined in purple, on a drawing attached hereto, and made a part fully hereof, as **Exhibit “A,”**
- D. Licensee owns or leases certain real property and related appurtenances that are adjacent to and abut the City Property as shown on Exhibit “A,” and
- E. This Agreement gives permission, in the form of a revocable non-exclusive license from the Licensor (“License”), to use the specific portion of the City Property highlighted in yellow and outlined in purple as shown on Exhibit “A” (“License Area”), for a limited purpose, namely parking of cars (“Permitted Use”). Parking as contemplated under the Permitted Use herein is for periods no longer than twenty-four (24) hours. The Permitted Use does not include storage of cars, or parking of equipment or vehicles other than cars.

NOW, THEREFORE, in consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto grant, agree, and otherwise consent as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. The revocable non-exclusive License allows Licensee to use the License Area for the Permitted Use only. Licensee may allow its agents, guests, licensees, invitees, contractors, subcontractors, servants, employees, or anyone else, including the general public (“Permitted User”) to use the License Areas for the Permitted Use.
3. The License is revocable and non-exclusive, and it is understood by the Parties that the Licensor, its successors and assigns, as applicable, retain the unlimited right to continue to occupy, possess, and use the License Area for any and all purposes, regardless of whether such use by the Licensor, its successors, or assigns, is consistent with the Permitted Use, nor shall the License

operate to restrict utility companies or other Licensees in exercising their rights to construct, remove, operate, and maintain their installations within the License Area.

4. Except as otherwise set forth in this Agreement, the Licensee may not place any structures, improvements, appurtenances, or objects on the License Area, or change the License Area in any way. Licensee shall immediately comply with all directions and instructions received from the Licensor regarding the License Area. Licensee shall be permitted to erect two (2) signs on the License Area at Licensee's sole cost and expense. Said signs shall comply with Licensor's Sign Ordinance and any related permitting requirement, and the language of the signs shall be approved in writing by the Licensor prior to Licensee's erection of the signs.

5. This Agreement and the License granted by the terms of this Agreement may not be assigned by Licensee. This Agreement may be transferred by the Licensor at will. This Agreement and the License granted by the terms of this Agreement may be transferred to another party not a signatory hereto by Licensee, only with the prior written approval of the Licensor and said approval by the Licensor is subject to signature by the proposed transferee of a License Agreement or addendum hereto satisfactory to the Licensor in the Licensor's sole discretion, and the proposed transferee agreeing to be bound to the terms thereof. If Licensee grants permission for a Permitted User to use the License Area for the Permitted Use, as applicable, such permission shall not be deemed an assignment or transfer of the License. Any purported assignment or transfer of the Agreement or License by Licensee, without compliance with the terms of this Paragraph, shall render it void.

6. This Agreement shall continue in force for five (5) years from and after the date hereof, subject, however, to the right of Licensor to terminate this Agreement at will upon thirty (30) days' written notice to the Licensee. Licensee shall pay Licensor one dollar (\$1.00) annually for use of the License Area. Both Parties acknowledge the sufficiency of this consideration. Nothing in this Agreement shall be construed as a grant or dedication of right of way or of any other interest in the License Area other than the License, which is revocable permission to use the License Area for the Permitted Use. Nothing in this Agreement shall be construed as conferring any property right on Licensee. The Parties expressly agree that this Agreement does not create an easement or an irrevocable license. Termination of this Agreement terminates and revokes the License granted by this Agreement. Termination or revocation of the Agreement or License or both creates no liability on the part of the Licensor whatsoever. Anything to the contrary in this Agreement notwithstanding, any and all obligations to indemnify, defend, or hold harmless the Licensor or others under this Agreement shall survive termination or revocation of this Agreement or License or both and remain in full force and effect.

7. At all times during this Agreement, Licensee shall maintain the License Area in a state free of trash, debris, weeds, refuse, and/or litter. Licensor shall also be responsible, at its sole cost and expense, for maintaining the grass and landscaping in and around the License Area. Within ninety (90) days of the date of execution of this Agreement, Licensor shall inspect the stairs contained on the License Area and repair or remove the stairs if Licensor, in its sole and absolute discretion, deem said repairs or removal necessary for public safety reasons. Any repair or maintenance costs to the License Area under five hundred dollars (\$500.00) annually shall be solely borne by the Licensee. Any maintenance or repair cost greater than five hundred dollars (\$500.00) annually shall be borne by the Licensor. Notwithstanding this requirement, Licensor may elect to terminate

this Agreement, at its sole and absolute discretion, if Licensors determine the costs of said maintenance or repair are excessive.

8. Licensee shall be solely responsible for any and all towing of unauthorized vehicles in the License Area. Licensee shall comply with all state and local rules, regulations, and laws regarding towing of unauthorized vehicles.

9. Lessor shall not be responsible for any damages or loss to possessions or items left in Lessee's vehicles or their guests' vehicles in the License Area. Lessor shall also not be responsible for any damages to or loss of Lessee's vehicles or their guests in the License Area.

10. Licensee agrees to use extreme caution in entering and passing over, across and through the License Area and agrees to assume all risks resulting from Licensee's use of the License Areas other than those risks caused solely by the gross negligence or willful misconduct of the Licensors. Licensee understands and acknowledges that the Licensors are a municipal corporation organized under the laws of the Commonwealth of Virginia. The Licensee hereby assumes, and shall defend, indemnify, and hold the Licensors harmless from and against any and all liability, loss, claim, suit, damage, charge, or expense which they may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person whomsoever, (including, but not limited to, officers, agents, employees, licensees, invitees, or guests of Licensee), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the License Area, EXCEPT when caused solely by the willful misconduct or gross negligence of the Licensors. However, during any period of repair or maintenance, wherein agents, equipment or personnel of Licensee are on the License Area, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole, or contributory fault or negligence of the Licensors. Use of right-of-way involves certain risks of loss or damage. Licensee expressly assumes all risk of loss and damage to the property of Licensee or others in, on, over, or under the Licensors' Property, including loss of or any interference with use thereof, regardless of cause. Obligations of Licensee hereunder to defend, indemnify and hold the Licensors harmless shall also extend to the Licensors' officers, agents, employees, licensees, invitees, or guests on the same terms.

11. Within five (5) calendar days of the date of this Agreement, Licensee agrees to have Licensors named as an additional insured on Licensee's general liability insurance policy and excess liability insurance policy (and provide Licensors a certificate or proof of insurance evidencing such). The general liability insurance policy shall have a minimum of \$1,000,000.00 in coverage per occurrence, and the excess liability policy shall have a minimum of \$10,000,000.00 in coverage per occurrence. The required certificate or proof of insurance naming the Licensors shall be renewed annually when Licensee renews its general liability insurance policy, and a copy provided to the Licensors.

12. Notices to be given under the terms of this Agreement must be in writing and shall be deemed properly served if such notice is hand delivered or delivered by certified mail or by a next day delivery service, addressed to the other Party at the following address, or such other address as a Party may designate in writing:

Licensors:

Chris Engel
City of Charlottesville, Virginia
Director of Economic Development
P.O. Box 911
610 E. Market Street
Room B226
Charlottesville, Virginia 22902

Licensee:

Light House Studio Inc.
Attention: Kristen Dillehunt
220 West Market Street Charlottesville, VA 22902

Notices delivered in accordance with the provisions hereof shall be deemed to have been given as of the date of hand delivery, as of the next business day if delivered by a next day delivery service, or as of the third day following deposit into the U.S. Mail as certified mail. In the case of any change of such mailing address, the Party so changing a mailing address shall give notice thereof to the other Party in the manner hereinabove provided. In the absence of any such notice, notice mailed in accordance with the foregoing section shall be deemed sufficiently given and served for all purposes.

13. This Agreement may be executed in any number of counterparts, including counterparts transmitted by electronic transmission, each of which shall be an original and which together form a fully executed Agreement.

14. This Agreement shall be governed by the laws of the Commonwealth of Virginia. In exercising the rights granted by, and undertaking activity pursuant to this Agreement, Licensee shall act in accordance with the laws of the Commonwealth of Virginia and any other governmental body, state, or federal having jurisdiction over such matters, and shall comply in the operation of its adjoining property and use of the License Area with any and all of Licensor's ordinances, regulations, requirements, directions, and instructions.

15. This Agreement may not be altered or otherwise amended except pursuant to an instrument in writing signed by each Party and identifying the instrument as an amendment of this Agreement. No waiver of any default, misrepresentation, or breach of any warranty or covenant under this Agreement shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any warranty or covenant hereunder or affect in any way any rights arising out of any such prior or subsequent occurrence.

16. Licensor may enforce this License by seeking damages, or by specific performance, or through any other legal or equitable remedy available to the Licensor.

17. Nothing contained in this License is intended to or shall create a contractual relationship with cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License.

18. Nothing in this License is intended to waive any protection afforded to the Licensor by the laws of the Commonwealth of Virginia providing immunity from suit, or immunity from liability to the Licensor, its officials, officers, agents, and employees.

19. This Agreement contains the full and final expression of all the terms herein contained.

IN WITNESS WHEREOF, the Parties have affixed their signatures as of the day and year first above written.

LICENSOR

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
Date: _____
Name: _____
Title: _____

LICENSEE

LIGHT HOUSE STUDIO, Inc.S


By:  _____
Date: March 24, 2025
Name: Deanna Gould
Title: Executive Director

Exhibit "A"

