

**ORDINANCE GRANTING A REVOCABLE LICENSE AGREEMENT FOR USE OF  
PUBLIC PARKING SPACES TO HILL & WOOD FUNERAL SERVICE**

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that, by authority in §§ 15.2-1800(B) and 15.2-2100(B), Code of Virginia, 1950, as amended, a revocable license is hereby granted to the Hill & Wood Funeral Service, for use of certain public parking spaces at designated times, upon the terms and conditions stated in the following Revocable License Agreement:

**REVOCABLE LICENSE AGREEMENT**

This **REVOCABLE LICENSE AGREEMENT** (“Agreement”) is made by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA** (“City”), a Virginia municipal corporation, the **HILL & WOOD FUNERAL SERVICE** (“Hill & Wood”), as Licensee, and **FIELDS HOLDINGS, LLC**, as the owner of property located at 201 1<sup>st</sup> Street North (“Landowner”); (individually “Party;” collectively, “Parties”),

**WHEREAS**, the City owns the right-of-way/public property, which is commonly known as 1<sup>st</sup> Street North, between East Jefferson Street and Market Street, including six (6) on-street parking spaces located within the area of such property (“Licensed Premises”); and

**WHEREAS**, during periods of time in which the Licensee is conducting funerals, wakes, receptions, visitations, or memorial services (“Events”) at 201 1<sup>st</sup> Street North, Licensee desires to use the Licensed Premises for parking in connection with such Events (“Private Activity”); and

**WHEREAS**, pursuant to §§ 15.2-1800(B) and 15.2-2100(B), Code of Virginia, 1950, as amended, the City is vested with power and authority over the use of its municipally owned streets, rights-of-way, and other public properties and places, and may grant to private entities a right to use its public streets, rights-of-way, or other public places in a manner not permitted to the general public, after conducting a Public Hearing, and subject to certain limitations; and

**WHEREAS**, the City is willing to grant a revocable license to Licensee, to allow use of the Licensed Premises, subject to the terms and conditions herein stated; and

**WHEREAS**, the permit process provided within City Code Sec.28-5 is an imperfect solution, because it requires repeated applications for temporary street closing permits, but the intent of this License is to authorize the Private Activity on a revocable basis, similar in nature to such temporary permits, the; and

**WHEREAS**, in return for the privileges herein granted, Licensee offers valuable consideration to the City; **NOW, THEREFORE**,

**WITNESSETH**

The City hereby grants to Licensee authorization to use the Licensed Premises for its Private Activity, subject to the terms and conditions set forth herein.

## **1. Public Parking Spaces**

Licensee is hereby granted a non-exclusive, revocable License to use six (6) on-street parking spaces along 1<sup>st</sup> Street North, said spaces being designated on the sketch or map attached hereto as **Attachment “A,”** during times when Events are taking place within the funeral home located at 201 North First Street.

a. The City shall furnish sufficient signage to mark the on-street parking spaces as shown in Attachment A, which shall contain wording acceptable to the traffic engineer and Charlottesville Police Department (“CPD”), such wording to be legally sufficient to identify each parking space as being temporarily closed to public use. The signs will be “flip signs,” and such signs will be flipped “up” to indicate that no public parking is permitted and flipped down to indicate that public parking is permitted. Licensee shall use the “flip sign” to indicate temporary closure of the on-street parking spaces, not more than four (4) hours prior to the commencement of an Event. Licensee shall use the “flip sign” to indicate that the public may use the on-street spaces within one (1) hour following the conclusion of an Event.

b. If the Licensee fails to operate the signs in a responsible and consistent manner or uses the on-street parking spaces for reasons other than those contemplated by this License Agreement, this Agreement shall be subject to termination by the City Manager.

c. CPD’s review of the signage referenced in Paragraph a, above, shall be for the purpose of verifying the sufficiency of the signage (as to size, lettering, and wording) to allow for enforcement under the provisions of City Code Secs. 15-138(a) or 15-139, as the CPD deems applicable.

d. The Licensee expressly agrees to, and shall, indemnify and hold harmless the City and any of its officers, agents, or employees from any and all claims, demands, damages, liability, or court awards, including costs and attorneys’ fees that are incurred by the City, or that may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee’s agents, partners, Licensees, sub-licensees, or lessees, in the installation, construction, use, operation, or maintenance of the Private Activity.

e. Licensee shall furnish a public liability and property damage insurance contract or certificate of insurance insuring the liability of the Licensee for personal injury or death and damages to property resulting from the Private Activity in the following amount(s): general liability insurance policy shall have a minimum of \$1,000,000 in coverage per occurrence, and the excess liability policy shall have a minimum of \$1,000,000 in coverage per occurrence. The City shall be named as an additional insured in the contract or certificate of insurance.

## **2. Public Use of Private Surface Parking Lot at 201 1<sup>st</sup> Street North**

a. As consideration for this Agreement, Hill & Wood hereby grants to the City a revocable license to use twelve (12) spaces within the private surface parking lot, located at 201 North 1<sup>st</sup> Street, available to the general public for parking, at no charge, every day of the week (i) all day, if no Event is scheduled for that day, or (ii) on a day on which any Event(s) is/are scheduled, commencing two (2) hours after the conclusion of the last Event scheduled on a particular day. This revocable license is subject to the reservations listed in Sections 2.d and 2.e of this Agreement, contained below. By its signature to this Agreement, the Landowner consents to this License.

b. Hill & Wood shall maintain the private parking lot in good repair, free of public nuisance conditions.

c. Hill & Wood shall be responsible for posting and removing signage, as necessary to keep the general public informed of the days and hours during which the private parking spaces will be available for public use.

d. Hill & Wood reserves the right to close the private parking lot to the public as necessary for maintenance, snow removal, or safety concerns. During any period of time when the parking lot is closed to public use, Hill & Wood shall clearly post signage identifying the lot as "Private Parking."

e. Hill & Wood reserves the right to close its private parking lot to the public during periods when it wishes to utilize the parking lot for its own purposes (including granting reservations to local churches, organizations, or businesses). During any period of time when the parking lot is closed to public use, Hill & Wood shall clearly post signage identifying the lot as "Private Parking."

f. Hill & Wood or the City shall have no liability for damages or theft to any vehicles parked in its private parking lot.

g. Overnight parking in Licensee's private parking lot shall be prohibited. Licensee may exercise its rights to tow unauthorized vehicles pursuant to existing state law and local ordinance. The City shall have no responsibility or liability to arrange for a vehicle to be towed.

### **3. Miscellaneous Terms and Conditions**

a. This Agreement shall become effective on the date as of which all of the following have occurred: (i) execution of this Agreement by Licensee, (ii) approval of this revocable license by City Council, and execution of this Agreement by the City Manager, pursuant to City Code Sec. 2-154, and (iii) approval of changeable signage sufficient for use in all circumstances authorized by this Agreement by Licensee, the City's Traffic Engineer, and the CPD ("Effective Date").

b. **Term of Revocable License.** This License shall continue for five (5) years following the Effective Date. However, each Party retains the right to terminate the License at any time by serving written notice upon the Licensee. Nothing in this Agreement shall be construed as a grant or dedication of right-of-way or of any other property right or interest in the

License Area other than the License. The Parties expressly agree that nothing in this Agreement creates an easement or an irrevocable license. Upon revocation, this License shall terminate and be deemed null, void, and of no further force and effect, except that any obligations to indemnify, defend, or hold the City or others harmless shall survive the termination of this Agreement or License for any reason and shall continue in full force and effect.

c. The Parties, by mutual agreement and practice, may exchange correspondence regarding the administration of this Agreement by electronic mail; however, notices required to be given under this Agreement shall be effective only if given as follows:

i. If given to the City:

Delivery:

Attention City Manager.  
605 East Main Street, 2<sup>nd</sup> Floor  
Charlottesville, Virginia, 22902

U.S. Mail:

P.O. Box 911, Charlottesville, Virginia, 22902.

ii. If given to Licensee:

Attention \_\_\_\_\_.

Delivery or U.S. Mail:

201 N. First Street  
Charlottesville, Virginia, 22902.

iii. Fields Holdings, LLC

Attention: \_\_\_\_\_

Delivery or U.S. Mail:

\_\_\_\_\_

Notices shall be deemed given upon receipt, as documented by signature of the recipient, if delivered; or, if given by U.S. Mail, notices shall be deemed given as of the date of U.S.P.S. postmark.

d. The rights herein granted under this License are expressly subject to the rights of the public and any rights granted previously by the City to any person. This License shall not operate or be construed to abridge, limit, or restrict the City in exercising its right to make full use of the Licensed Premises as a public thoroughfare or public places, nor shall it operate to restrict

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

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

f. 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.

g. This Agreement may only be amended by a written document signed by both the City and Hill and Wood.

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

4. A Public Hearing was held with respect to this License, on \_\_\_\_\_, 2025. By Ordinance adopted \_\_\_\_\_, 2025, Charlottesville City Council authorized this Revocable License.

5. By their signatures below, the individuals who have executed this Agreement on behalf of the Licensee and the Landowner, respectively, represent and warrant that they have been duly authorized by Licensee and Landowner, in accordance with the laws of the Commonwealth of Virginia, to bind the Licensee and the Landowner to the obligations set forth within this Agreement.

*[SIGNATURE PAGE FOLLOWS; THE REAMINDER OF THIS PAGE LEFT INTENTIONALLY  
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WITNESS the following signatures and seals:

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager (authorized per City Code Sec, 2-154)

**Approved as to Form:**

\_\_\_\_\_  
Deputy City Attorney

**HILL & WOOD FUNERAL SERVICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIELDS HOLDINGS, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT “A”**

