

Parking and Access Agreement

THIS PARKING AND ACCESS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ (“Grantor”) and \_\_\_\_\_ (“Grantee”), having a principal place of business at \_\_\_\_\_ (collectively, the “Parties”).

WHEREAS, Grantor is the owner of real property located in the City of Hampton, Virginia addressed \_\_\_\_\_ (LRSN \_\_\_\_\_), a portion of which is the “Parking Lot,” which is further illustrated on Exhibit A which is attached hereto and made a part hereof.

WHEREAS, the Parties desire to establish a shared parking agreement concerning \_\_\_\_\_ (\_\_) spaces in the Parking Lot;

NOW THEREFORE, in consideration of the mutual and respective benefits set forth herein, the Parties agree as follows:

1. The Grantee is permitted to use \_\_\_\_\_ (\_\_) spaces in the Parking Lot for parking for its establishment. The parking spaces Grantee is permitted to use are designated on **Exhibit A**.
2. The parking spaces shall be available during the hours of operation of the Grantee, from \_\_\_\_\_ to \_\_\_\_\_.
3. The term of this agreement shall commence upon full execution of the agreement and expire twenty (20) years thereafter, or upon the expiration or revocation of the Zoning Administrator Permit for Restaurant 2 issued to Grantee by the City, whichever is earlier.
4. Notwithstanding the above-described 20-year term, this agreement may be terminated by either party, provided that:
  - a. Written notice shall be provided by Grantee and Grantor to the Director of Community Development of the City of Hampton ninety (90) days prior to amendment or termination of the agreement; and
  - b. The Grantee acknowledges that amendment or termination of this agreement may result in a violation of the City’s zoning ordinance, unless the required parking is provided by alternate means prior to the termination date of the shared parking agreement.
5. [Add any other terms here as may be desired by the parties]

THIS AGREEMENT shall be governed by the laws of the Commonwealth of Virginia.

WITNESS the following signatures this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Grantor:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY OF HAMPTON, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing writing, has this day acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has provided \_\_\_\_\_ as identification.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

Grantee:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY OF HAMPTON, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing writing, has this day acknowledged the same before me in my City and State aforesaid. She/he is personally known to me or has provided \_\_\_\_\_ as identification.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_