

MOTION:

SECOND:

**RE: AUTHORIZE THE VIRGINIA RAILWAY EXPRESS (VRE) CHIEF EXECUTIVE OFFICER TO
EXECUTE AN AGREEMENT FOR DESIGN, CONSTRUCTION OPERATIONS AND
MAINTENANCE OF A PARKING GARAGE AT THE VRE MANASSAS PARK STATION**

ACTION:

WHEREAS, the City of Manassas Park originally provided parking for VRE riders by constructing a 300-space surface parking lot; and

WHEREAS, as VRE ridership grew, and available parking spaces diminished, the City of Manassas Park agreed to convey a 4.8-acre parcel owned by the city to VRE to construct an additional 300-parking space lot adjacent to the city's original surface parking lot, which the VRE constructed; and

WHEREAS, as VRE ridership has continued to increase, VRE and the City of Manassas Park have collaborated on developing additional parking capacity at the VRE Manassas Park Station; and

WHEREAS, VRE and the City of Manassas Park have obtained funding for the design and construction of additional parking capacity; and

WHEREAS, VRE and the City of Manassas Park have collaborated to determine the location and conceptual design - including the estimated number of additional parking spaces - and the responsibilities for the ongoing operation and maintenance; and

WHEREAS, the VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Potomac and Rappahannock Transportation Commission (PRTC) hereby authorizes the VRE Chief Executive Officer to execute an agreement for the design, construction, operation and maintenance of a parking garage at the VRE Manassas Park Station, subject to approval as to form by legal counsel.

BE IT FURTHER RESOLVED that PRTC authorizes the VRE Chief Executive Officer to execute all deeds and other documents required to accept the conveyance of real property by the City to the Commissions.

Votes:

Ayes:

Abstain:

Nays:

Absent from Vote:

Alternate Present Not Voting:

Absent from Meeting:



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 10-C
Information Item

To: Chairman Skinner and the VRE Operations Board

From: Rich Dalton

Date: November 20, 2020

Re: Update: Recommend Authorization to Execute an Agreement for Design, Construction, Operation, and Maintenance of a Parking Garage at the VRE Manassas Park Station.

At the October 16, 2020, VRE Operations Board meeting the Operations Board recommended to the Commissions authorization to execute an agreement for design, construction, operation, and maintenance of a parking garage at the VRE Manassas Park Station – *Resolution 9C-10-2020*. At that time, VRE and City staff were working through final contract language in preparation for authorization of the final agreement by the Commissions at their November 5, 2020, meeting. The final contract language was not finalized in time for the Commission meetings and the resolution was removed from both Commissions agenda.

VRE and City staff have worked collaboratively to address the City's request to have the ability to reacquire the Garage Parcel used for the construction of the parking garage in the event VRE service at the Manassas Park Station was discontinued. VRE and City staff are proposing a ground lease of the Garage Parcel, and other requirements of the City, in the event VRE service was discontinued. The Section of the Agreement addressing this issue is below:

Section 2 Garage Parcel

- a. The City and the VRE will enter into a ground lease for the Garage Parcel, whereby the VRE will lease the Garage Parcel for the purposes of constructing, operating and maintaining the Garage. The term of such ground lease will continue for as long as the VRE uses the Garage for commuter rail patron parking. The ground lease must be fully executed prior to issuance by the VRE of a competitive solicitation for construction of the Garage.



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Transportation Commission
2300 Wilson Blvd., Suite 230
Arlington, VA 22201
703-524-3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703-684-1001
VRE.org



Potomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703-580-6121

- b. The ground lease for the Garage Parcel will include a provision that, if the VRE either (i) determines that it no longer requires use of the Garage Parcel for commuter rail patron parking and provides written notice to the City of the same, or (ii) the VRE does not use the Garage for commuter rail patron parking for a period of one year, then the ground lease will terminate and the City will acquire ownership of all improvements constructed on the Garage Parcel, including the Garage, at no additional cost, subject to the requirement that the City will thereafter use the Garage in accordance with the conditions imposed by the grant funding entities that provided funds to design and construct the Garage.

Prior to soliciting for construction of the parking garage, staff will bring to the VRE Operations Board a recommendation to the Commissions to authorize a ground lease with the City of Manassas Park as identified in Section 2a.

Unless otherwise directed, VRE staff will bring the final agreement to both Commissions for approval at their December 3, 2020, meetings.



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 9-C
Action Item

To: Chairman Skinner and the VRE Operations Board

From: Rich Dalton

Date: October 16, 2020

Re: Recommend Authorization to Execute an Agreement for Design, Construction, Operation, and Maintenance of a Parking Garage at the VRE Manassas Park Station.

Recommendation:

The VRE Operations Board is asked to recommend the Commissions authorize the Chief Executive Officer to execute an agreement with the City of Manassas Park for the design, construction, operation, and maintenance of a parking garage at the VRE Manassas Park Station; and to authorize the Chief Executive Officer to execute all deeds and other documents required to accept the conveyance of real property by the City to the Commissions.

Summary:

The Agreement will memorialize the mutual understandings between VRE and the City of Manassas Park concerning the creation and conveyance of the existing expansion parking lot parcel and a parcel for constructing the new parking garage, funding for additional design costs, collaboration on the design and construction and the operation, use and maintenance of the parking garage.

Background:

The Manassas Park Station originally provided parking for VRE riders in a 300-space parking lot constructed by the City of Manassas Park (the City Lot). Once ridership increased, the City subsequently agreed to create additional parking by conveying to VRE a parcel of land of approximately 4.8 acres from City-owned property adjacent to both the



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original lot and the VRE Manassas Park Station. VRE constructed an additional 300-space parking lot (referred to as the Expansion Lot).

VRE paid to the City the agreed-upon purchase price of \$116,000 for the Expansion Lot parcel. However, the deed of conveyance for the expansion lot parcel was never created and recorded among the land records of Prince William County, Virginia. This action will allow VRE to create a current document identifying the parcel, and the City of Manassas Park will have the deed of conveyance recorded at no cost to VRE.

Demand for parking at the Manassas Park Station has continued to increase, exceeding the capacity of the City Lot and the Expansion Lot. The City and the VRE began work on a joint project for the design and construction of a parking garage on City-owned property located across the Norfolk Southern railroad tracks near City Hall, for which project the VRE expended costs and expense to advance the garage design to the 60% stage.

In September of 2019, the City requested, and VRE agreed, to change the location of the project to a different site contingent upon VRE's ability to recoup previously expended design cost.

The City has agreed to create and convey to VRE a parcel of land approximately 2.5 acres in size from the City-owned property located across the railroad tracks from the Manassas Park Station. The VRE will design and construct a structured parking garage with three above ground levels and one below ground level consisting of approximately 544 parking spaces above ground for use by VRE. Approximately 131 below grade parking spaces will be for use by the City of Manassas Park.

This Agreement will memorialize the mutual understandings concerning the creation and conveyance of the expansion lot parcel, the additional parcel for constructing the new parking garage and provide for the operation, use and maintenance of the parking garage. The major elements of the Agreement are summarized as follows:

Expansion Lot Parcel

VRE will complete the preparation of a subdivision plat creating the Expansion Lot parcel for review and approval by the City of Manassas Park. The City of Manassas Park will convey fee simple title at no cost to VRE beyond the sum already paid by VRE.

Garage Parcel

The City of Manassas Park will prepare a subdivision plat creating the parcel for the parking garage subject to review and approval by VRE. The City of Manassas Park will convey fee simple title to the garage parcel to VRE at no cost to VRE. The deed conveying the garage parcel will include a provision granting the right, in the event VRE ceases to use the garage parcel for commuter rail related purposes during a specified time, to re-acquire ownership of garage parcel.

Design and Construction of the Parking Garage

VRE will be responsible for the design and construction of the parking garage. VRE and the City of Manassas Park will continue to collaborate on the design and construction of the parking garage to ensure the City of Manassas Park's parking level is constructed in conjunction with the construction of the garage.

The City of Manassas Park will be responsible for all costs required to advance the parking garage project to 60% design including, but not limited to, all costs incurred prior to the execution of the agreement necessary to advance the project to a 10% conceptual design consistent with a Letter of No Prejudice from the City of Manassas Park dated April 9, 2020. Upon reaching 60% design, VRE will expend a maximum amount of \$1,169,270 to advance the parking garage project from 60% design to 100% design, which represents the funds remaining under the VRE's Standard Project Agreement (SPA) with the Northern Virginia Transportation Authority (NVTA) for Final Design of the Manassas Park parking garage project.

VRE will expend a maximum amount of \$23.5 million for construction of the parking garage using I-66 Outside the Beltway (OTB) concessionaire funds previously awarded to VRE. The City of Manassas Park will be responsible for all construction costs in excess of \$23.5 million. If the projected cost for construction of the parking garage exceeds \$23.5 million, the City may request VRE to permit the City's development partner, Norton Scott, or its contractor, to construct exterior portions of the Garage project. VRE and the City will work cooperatively to identify portions of the Garage project that can be separated from the work being done by VRE's contractor and be constructed separately by the City's development partner or its contractor.

Garage Operations and Maintenance

The VRE will be responsible for all maintenance and operation of the parking levels assigned to VRE. The City of Manassas Park will be responsible for all maintenance and operation of the parking level assigned to the City.

Parking on the VRE parking levels will be primarily for the use of commuter rail patrons during VRE service hours. Outside of the VRE service hours and on days the VRE does not operate, the VRE parking levels may be used for public parking by the City of Manassas Park.

If it is determined parking capacity on the VRE parking levels regularly exceed ninety percent (90%) during VRE service hours a survey or similar process will be conducted by VRE and the City of Manassas Park. From this process, if it is determined that more than twenty percent (20%) of the VRE parking levels are being used by non-commuter rail patrons during the VRE service hours, the cost of maintenance and operations will be shared proportionally between VRE and the City of Manassas Park.

Fiscal Impact:

As outlined above, VRE and the City have agreed to a funding structure that will allow VRE to recoup costs previously expended on reaching 60% design for the garage at the original location. With NVTAs concurrence, VRE has temporarily halted all reimbursable activities under its SPA for final design with NVTAs, and the City will be responsible for all costs necessary to return the garage design to 60% at the new location. When 60% design is achieved, VRE will advise NVTAs and commence work again under the existing SPA to take the garage design to 100% and prepare for construction.

Similarly, the City will be responsible for any costs in excess of VREs existing \$23.5 million of I-66 OTB funding for construction of the garage. VRE has committed to working cooperatively with the City, if necessary, to identify portions of the garage project that could be constructed separately by the City or its development partner.

**Virginia Railway Express
Operations Board**

**Resolution
9C-10-2020**

**Recommend Authorization to Execute an Agreement for Design,
Construction, Operation, and Maintenance of a Parking Garage at the
VRE Manassas Park Station**

WHEREAS, the City of Manassas Park originally provided parking for VRE riders by constructing a 300-space surface parking lot; and,

WHEREAS, as VRE ridership grew, and available parking spaces diminished, the City of Manassas Park agreed to convey a 4.8 acre parcel owned by the City to VRE to construct an additional 300-parking space lot adjacent to the City's original surface parking lot, which the VRE constructed; and,

WHEREAS, as VRE ridership has continued to increase, VRE and the City of Manassas Park have collaborated on developing additional parking capacity at the VRE Manassas Park Station; and,

WHEREAS, the VRE and the City of Manassas Park have obtained funding for the design and construction of additional parking capacity; and,

WHEREAS, the VRE and the City of Manassas Park have collaborated to determine the location and conceptual design - including the estimated number of additional parking spaces - and the responsibilities for the ongoing operation and maintenance;

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby recommend the Commissions find that, in accordance with recently adopted amendments to budget bills HB 29 and 30, meeting by electronic means is authorized because the nature of the declared emergency makes it both impracticable and unsafe for the Operations Board to assemble in a single location on October 16, 2020, and that meeting by electronic means is authorized because the items on the October 16, 2020 Operations Board Meeting Agenda are statutorily required or necessary to continue operations of the Operations Board and the discharge of the Operations Board's lawful purposes, duties, and responsibilities; and further find that meeting by electronic means is authorized because the items on the October 16, 2020 Operations Board Meeting Agenda are encompassed within the continuity of operations ordinances adopted by member localities of the Virginia Railway Express Operations Board to assure the continued operation of the government during the disaster posed by the public health emergency resulting from COVID-19; and,

BE IT FURTHER RESOLVED THAT, the VRE Operations Board does hereby recommend the Commissions authorize the Chief Executive Officer execute an Agreement for the Design, Construction, Operation and Maintenance of a Parking Garage at the VRE Manassas Park Station, subject to approval as to form by legal counsel; and,

BE IT FURTHER RESOLVED THAT, the VRE Operations Board does hereby recommend the Commissions authorize the Chief Executive Officer to execute all deeds and other documents required to accept the conveyance of real property by the City to the Commissions.

Approved this 16th day of October 2020

Jeanine Lawson

Jeanine Lawson
Secretary

Signature: Gary F. Skinner
Gary F. Skinner (Oct 22, 2020 10:02 EDT)

Email: gskinner@spotsylvania.va.us

Gary F. Skinner

Gary Skinner
Chairman

Signature: Jeanine Lawson
Jeanine Lawson (Oct 22, 2020 13:02 EDT)

Email: jlawson@pwcgov.org

**AGREEMENT FOR DESIGN, CONSTRUCTION,
OPERATION, USE, AND MAINTENANCE OF
PARKING GARAGE AND CONVEYANCE OF
EXPANSION PARKING LOT
AT MANASSAS PARK
VIRGINIA RAILWAY EXPRESS STATION**

This Agreement is entered into the ____ day of _____, 2020, between and among the POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION (the “PRTC”) and the NORTHERN VIRGINIA TRANSPORTATION COMMISSION (the “NVTC”), (collectively, the “COMMISSIONS”), together known as hereinafter referred to as the VIRGINIA RAILWAY EXPRESS (the “VRE”), and the CITY OF MANASSAS PARK, VIRGINIA (the “City”).

WITNESSETH:

WHEREAS, the VRE operates commuter rail service into Washington, D.C., providing service to stations located within various jurisdictions including a station in the City (the “Manassas Park Station”); and

WHEREAS, the Manassas Park Station originally provided parking for commuter rail patrons in a 300-space parking lot constructed by the City with City funds (the “City Lot”); and

WHEREAS, because of the increased ridership on VRE, the City subsequently agreed to create, through subdivision, and convey to the VRE a parcel of land of approximately 4.8 acres from City-owned property adjacent to both the City Lot and the Manassas Park Station (the “Expansion Lot Parcel”), on which the VRE agreed to construct an additional 300-space parking lot (the “Expansion Lot”); and

WHEREAS, although the VRE paid to the City the agreed upon purchase price of \$116,000 for the Expansion Lot Parcel and subsequently constructed the Expansion Lot, the Expansion Lot Parcel was never created nor was a deed of conveyance for the Expansion Lot Parcel ever recorded among the land records of Prince William County, Virginia (the “Land Records”); and

WHEREAS, because demand for parking at the Manassas Park Station has continued to increase, exceeding the capacity of the City Lot and the Expansion Lot, the City and the VRE began work on a joint project for the design and construction of a parking garage on City-owned property located across the Norfolk Southern railroad tracks from the Expansion Lot near the City Hall, for which project the VRE expended costs and expense to advance the garage design to approximately the 60% stage; and

WHEREAS, subsequently, the City requested, and the VRE agreed, subject to recoupment of some of its previously expended costs, to change the location of the project to a different, preferred site located directly across the Norfolk Southern railroad tracks from the Manassas Park Station; and

WHEREAS, in furtherance of the project at the preferred location, the City acquired property directly across the Norfolk Southern railroad tracks from the Manassas Park Station and created therefrom a parcel of land of 2.50337 acres, more or less (the "Garage Parcel"), as more particularly shown and described on a plat entitled "PLAT SHOWING LOTS 3-2, 4-2, 5-1 & 6, CONNER CENTER A BOUNDARY LINE ADJUSTMENT OF LOTS 1B, 3-1, 5A, 5B & 5C & AREAS 1, 1A, 2, 2A & 2B CONNER CENTER DEED BOOK 1235 PAGE 1422, DEED BOOK 1542 PAGE 1931, DEED BOOK 1909 PAGE 563 & INSTRUMENT# 202004150029572", dated May 5, 2020, revised through July 31, 2020, prepared by Land Design Consultants of Woodbridge, Virginia, and recorded as Instrument No. 202008030065197, together with that Deed of Boundary Line Adjustment recorded as Instrument No. 202008030065196, both among the Land Records; and

WHEREAS, the City has agreed to convey to the VRE the Garage Parcel, on which the VRE will design and construct a structured parking garage with three levels at and above ground level and one level below ground (the "Garage"), with approximately 544 parking spaces at and above ground level for the VRE's use (the "VRE Parking Levels") and approximately 131 parking spaces below grade on a lower level for the City's use (the "City Parking Level"); and

WHEREAS, the VRE and the City desire to enter into this Agreement to memorialize their understandings concerning the creation and conveyance of the Expansion Lot Parcel and the Garage Parcel and the design and construction of the Garage, and to provide for the operation, use, and maintenance of the Garage.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which are hereby incorporated herein, the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the VRE and the City agree as follows:

1. Expansion Lot Parcel.

- a. The VRE will complete the preparation of a subdivision plat creating the Expansion Lot Parcel for review and approval by the City.
- b. The City will convey fee simple title to the Expansion Lot Parcel to the VRE, at no cost to the VRE beyond the sum already paid by the VRE, by special warranty deed in the form attached hereto and incorporated herein.
- c. The operation, use, and maintenance of both the City Lot and the Expansion Lot shall continue to be governed by existing agreements between the City and the VRE.

2. Garage Parcel.

- a. The City and the VRE will enter into a ground lease for the Garage Parcel, whereby the VRE will lease the Garage Parcel for the purposes of constructing, operating and maintaining the Garage. The term of such ground lease will continue for as long as the VRE uses the Garage for commuter rail patron parking. The ground lease must be fully executed prior to issuance by the VRE of a competitive solicitation for construction of the Garage.

- b. The ground lease for the Garage Parcel will include a provision that, if the VRE either (i) determines that it no longer requires use of the Garage Parcel for commuter rail patron parking and provides written notice to the City of the same, or (ii) the VRE does not use the Garage for commuter rail patron parking for a period of one year, then the ground lease will terminate and the City will acquire ownership of all improvements constructed on the Garage Parcel, including the Garage, at no additional cost, subject to the requirement that the City will thereafter use the Garage in accordance with the conditions imposed by the grant funding entities that provided funds to design and construct the Garage.
3. Design and Construction of Garage.
- a. The VRE will be responsible for the design and construction of the Garage.
 - b. The City and the VRE will cooperate on the design and construction of the Garage to ensure that the City Parking Level is constructed in conjunction with construction of the Garage.
 - c. The City will be responsible for all costs required to advance the Garage project to 60% design, subject to a not to exceed amount of \$678,764.90, inclusive of the costs incurred prior to the execution of this Agreement necessary to advance the Garage project to 10% conceptual design and previously authorized by a Letter of No Prejudice from the City dated April 9, 2020, in the amount of \$182,085.00. If additional design funding is required above the foregoing amounts to reach 60% design, the VRE will notify the City of the need for further funding by the City.
 - d. The VRE will expend a maximum amount of \$1,169,270.00 to advance the Garage project from 60% design to 100% design, which represents the funds remaining under the VRE's Standard Project Agreement with the Northern Virginia Transportation Authority for Final Design of a Manassas Park VRE parking garage.
 - e. If additional design funding beyond \$1,169,270.00 is required to reach 100% design, the VRE will notify the City of the need for further funding and the VRE and the City will work cooperatively in seeking other sources of funding.
 - f. The VRE will provide design drawings for review and comment by the City at not less than the following design points: 30% design, 60% design, and 100% design.
 - g. The VRE will expend a maximum amount of \$23.5 million for construction of the Garage using I-66 Outside the Beltway concessionaire funds previously awarded to the VRE.
 - h. The City will be responsible for all costs of construction of the Garage in excess of the aforesaid \$23.5 million provided by the VRE. Prior to issuance by the VRE of a competitive solicitation for construction of the Garage, the VRE shall work cooperatively with the City to identify portions of the Garage project located on the Garage Parcel that could be constructed by the City's development partner, Norton Scott LLC and its affiliates and subsidiaries ("Norton Scott"), or Norton Scott's

contractor, and which could be included in the solicitation as add alternates, the purpose being to allow the add alternates to be constructed by Norton Scott if it can do so at a cost that is less than the add alternate price in the winning bid received by the VRE. The number of add alternates, however, shall not exceed a maximum of three. Permission to use Norton Scott in such situations will not be unreasonably denied by the VRE.

- i. The City and the VRE shall agree upon a method for the City to provide its share of such costs during the design and construction phases based on invoices submitted not more than monthly by VRE to the City and payable by the City within thirty (30) days of receipt.
 - j. The Garage will not be equipped for attendant or mechanically controlled access or paid parking.
 - k. The VRE shall not issue a competitive solicitation for construction of the Garage unless the Expansion Parcel has been conveyed to the VRE.
4. Garage Operations and Maintenance.
- a. The VRE will be responsible for all maintenance and operation of the VRE Parking Levels of the Garage, including but not limited to snow removal during times VRE service is operated (“VRE Service Hours”). Snow removal during times outside of VRE Service Hours may be provided at the City’s cost upon prior arrangement with the VRE. The City’s Police Department will provide additional periodic patrol of the VRE Parking Levels as requested by the VRE. The VRE reserves the right to close the VRE Parking Levels for purposes of maintenance and repair, and will provide the City with not less than 30 days’ advance notice thereof.
 - b. Maintenance of the City Parking Level will be performed by the VRE as part of overall Garage maintenance, with the City paying the VRE for its pro rata share of such maintenance. The City will be responsible for the operation and use of the City Parking Level, including the designation of all or a portion of the parking spaces on the City Parking Level for use as determined by the City Manager.
 - c. The VRE and the City will each be responsible for providing clean-up of the Garage Parcel as required due to the use of the Garage by the invitees, patrons, employees, officers, or agents of the VRE and the City, respectively.
 - d. Parking on the VRE Parking Levels of the Garage will be primarily for the use of commuter rail patrons during VRE service hours (“VRE service hours”). Outside of VRE service hours and on days that VRE service does not operate, the VRE Parking Levels of the Garage may be used for public parking by the City.
 - e. The VRE may take reasonable measures to ensure that commuter rail patrons are given the first priority for use of the VRE Parking Levels of the Garage. The VRE and the City shall agree upon a means to count use of the Garage spaces by

commuter rail patrons and non-commuter rail patrons outside of VRE service hours and on days that VRE service does not operate.

- f. At such time as the daily parking occupancy on the VRE Parking Levels of the Garage regularly exceeds 90% during VRE service hours on average over a twenty-eight (28) day period, the VRE and the City will jointly conduct a survey using agreed upon methodology to determine the proportion of parking spaces being used by commuter rail patrons and non-commuter rail patrons on the VRE Parking Levels and the City Parking Level of the Garage during VRE service hours. The VRE and the City will thereafter conduct an annual survey to determine the proportion of commuter rail patrons and non-commuter rail patrons using the VRE Parking Levels and the City Parking Level.
 - i. If any survey shows that more than twenty percent (20%) of the spaces in the VRE Parking Levels of the Garage are being used by non-commuter rail patrons during VRE service hours, the costs of maintenance and operation of the Garage will be apportioned between the VRE and the City based on the average use of commuter rail patrons and non-commuter rail patrons.
 - ii. If any survey shows that more than twenty percent (20%) of the spaces in the City Parking Level are being used by commuter rail patrons during VRE service hours, the costs of maintenance and operation of the City Parking Level will be apportioned between the VRE and the City based on the average use of commuter rail patrons and non-commuter rail patrons.
 - iii. The City and the VRE may install signs to discourage non-commuter rail patron use of the VRE Parking Levels of the Garage and commuter rail patron use of the City Parking Level during VRE service hours.
5. Miscellaneous Provisions.
- a. Notice. Any notice which may be or is required to be given pursuant to this Agreement shall be delivered or sent by certified mail, prepaid, return receipt requested, and addressed to the following:

To the VRE: Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 22314
Attention: Chief Executive Officer

To the City: Manassas Park City Hall
One Park Center Court
Manassas Park, Virginia 20111-2395
Attention: City Manager
 - b. Term. The term of this Agreement shall commence on the date it has been signed by both the VRE and the City and shall expire on June 30, 2025. The term shall automatically extend for additional five (5) year terms, each commencing on July 1

and expiring on the following June 30, unless a party provides written notice to the other party not less than ninety (90) days prior to the expiration of the then-current term that the party does not wish to automatically extend the term, in which case this Agreement will terminate on the last day of such term and will have no further force or effect, except for those provisions that by definition necessarily survive the termination of this Agreement.

- c. Dispute Resolution. In the event of a disagreement concerning the provisions of this Agreement or regarding the maintenance, use, or operation of the Garage generally, the parties shall use their best efforts to reach a mutually agreed resolution of the disagreement. As necessary, the disagreement shall be brought to the VRE Chief Executive Office and the City Manager for discussion and resolution.
- d. Default. The failure of either party to perform its obligations hereunder in accordance with the terms of this Agreement shall constitute a default, and in the event of such, the non-defaulting party may either (i) bring an action in the appropriate court to enforce the defaulting party's obligations, or (ii), after the provision of not less than 30 days' notice and an opportunity to cure, the period for such cure being reasonable under the circumstances, and assuming the failure to perform is not the subject of ongoing efforts of dispute resolution (see Subsection 5c above), terminate this Agreement.
- e. Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, and all actions to interpret or enforce its terms shall be instituted in Circuit Court of Prince William County, Virginia, or the United State District Court for the Eastern District of Virginia, Alexandria Division.
- f. Claims. Neither the City nor the VRE will be responsible for claims arising out of the other party's use of Garage. The foregoing will not, however, be construed as a waiver by the City or the VRE of any defenses, legal or statutory, that the City or the VRE can use in response to claims being asserted against them.
- g. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be in violation of any applicable law, and such declares such provision to be unlawful, void, illegal or unenforceable, the provision shall be severable, and the remainder of this Agreement shall continue in full force and effect.
- h. Non-Waiver. The failure of either the VRE or the City to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof.
- i. Force Majeure. In the event either party is prevented from meeting its obligations hereunder, through no fault of its own, because of circumstances beyond its control, including, but not limited to, acts of God, strikes, and governmental and other approvals, then the party shall be excused from meeting its obligations for the pendency of those circumstances.

- j. Incorporation. This Agreement constitutes the final expression of, and contains the entire agreement between, the VRE and the City with respect to the subject matter hereof and shall not be amended except by a written instrument executed on behalf of both the City and the VRE.
- k. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one and the same instrument, either of which may be deemed the original agreement.
- l. No Third Party Rights. This Agreement shall not be construed as creating any rights in third parties not a party to this Agreement.

{Signature page follow}

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the date and year aforesaid.

City of Manassas Park, Virginia

Jeanette Rishell, Mayor

Northern Virginia Transportation Commission and
Potomac and Rappahannock Transportation
Commission, together, the Virginia Railway
Express

Rich Dalton, Chief Executive Officer