



LAND USE PERMIT
LUP-CUA
Commercial Use Agreement
August 22, 2014

This Agreement ("Agreement") dated this ___ day of ___, 20__ is by and between the Commonwealth of Virginia, Department of Transportation with offices located at 1401 East Broad Street, Richmond, Virginia 23219 ("VDOT") and _____ ("Permittee").

Whereas, 24VAC30-151-220 of the General Rules and Regulations of the Commonwealth Transportation Board provides that when land being used for commercial pursuits is acquired by VDOT as right-of-way for the ultimate development of a highway, VDOT may enter into agreements for the commercial use of portions of such VDOT right-of-way, said agreements to be governed by the criteria set forth in 24VAC30-151-220, and;

Whereas, the Permittee has requested permission to use for commercial pursuits certain non-limited-access right-of-way property consisting of approximately ___ acres on Route _____ (route no.), _____ (route name) in _____ (city, town, or county), Virginia, which right-of-way is adjacent to property owned by Permittee and is shown as "Permitted Area" on Exhibit "A" attached hereto, and;

Whereas, VDOT is willing to allow the Permittee to use the Permitted Area for commercial pursuits in accordance with 24VAC30-151-230 of the General Rules and Regulations of the Commonwealth Transportation Board.

Now Therefore, the parties mutually agree to the following:

- 1. VDOT does hereby permit the Permittee to use the right-of-way shown as "Permitted Area" on Exhibit "A" for _____ ("Permitted Use"), said Permitted Use to be governed and restricted by the provisions of 24VAC30-151-230 of the General Rules and Regulations of the Commonwealth Transportation Board (incorporated herein as Exhibit "B"), including but not limited to the following:
a. No structures of any kind are to be erected on the Permitted Area without written approval of the Commonwealth Transportation Commissioner.
b. This Agreement shall be valid for one year said year to begin on _____.
c. VDOT reserves the right to amend or rescind this Agreement when, in VDOT's opinion, use of the Permitted Area is needed for future construction or maintenance, or when, in VDOT's opinion, the exercise of the privileges granted in this Agreement becomes detrimental to public safety.
2. The Permittee hereby agrees to indemnify, defend, and hold harmless the Commonwealth Transportation Board, members of the Board, VDOT, the Commonwealth of Virginia, its agencies, institutions, officials, employees, and agents from and against all loss or damage, suits, judgments, costs, fines (including any sums ordered to be paid or expended by VDOT by any governmental entity as a fine, penalty or damages for any violation of any applicable environmental law or to remediate any hazardous or other materials), whether relating to person or property, arising from use of the Permitted Area by Permittee, its employees, agents, subcontractors, and/or invitees.

Virginia Department of Transportation:

Permittee Permit No.: _____

Signature Date

Signature Date

Printed Name

Printed Name

Title

Address

City State Zip Code