

PARKING LICENSE AGREEMENT

This Parking License Agreement (this "License Agreement") is made as of _____, 2012, by and between the City of Providence, Rhode Island, a municipal corporation located in the State of Rhode Island having a mailing address of City Hall, 25 Dorrance Street, Providence, Rhode Island 02903 ("Licensor") and Brown University, a Rhode Island non-profit corporation having a mailing address of University Hall, One Prospect Street, Providence, Rhode Island 02912 ("Licensee") (collectively referred to as the "Parties," and singularly as a "Party").

RECITALS

A. WHEREAS, Licensor is the owner of certain real property designated and accepted as public streets, as such streets are identified on Exhibit "A" attached hereto and incorporated herein by reference (the "Public Streets").

B. WHEREAS, Licensee's university campus (the "Campus") is in close proximity to the Public Streets and the Licensee owns and utilizes the majority of the real properties immediately adjacent to the Public Streets referenced herein.

C. WHEREAS, as required by that certain Memorandum of Agreement, dated April 30, 2012 by and between the Parties ("the MOA"), Licensor desires to convey to Licensee an irrevocable license for parking, on both an exclusive and a non-exclusive basis, in two hundred fifty (250) parking spaces upon the Public Streets, all as further described below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Parking License.

a. Licensor hereby grants Licensee an exclusive license (the "Parking License") for vehicular parking, by Licensee's authorized faculty and staff between the hours of 8:00 a.m. and 12:00 p.m. Monday through Friday, on the two hundred fifty (250) parking spaces identified on said Exhibit "A" and (the "Parking License Area"). Licensor hereby grants Licensee a non-exclusive license (the "Parking License") for vehicular parking, by Licensee's authorized faculty and staff between the hours of 12:00 p.m. and 6:00 p.m. Monday through Friday, on the two hundred fifty (250) parking spaces identified on said Exhibit "A" (the "Parking License Area"). The Licensor further agrees that during the non-exclusive license period, Monday through Friday 12:00 p.m. to 6:00 p.m., parking in the Parking License Area by anyone other than a Permit holder of the Licensee will be limited to two hours of parking. Licensee agrees that holders of overnight parking permits may park within the Parking License Area between the hours of 6:00

IN CITY COUNCIL
JUN 21 2012

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED & APPROVED
[Signature]
CLERK

p.m. and 7:45 a.m. Occupancy of the Parking License Area by an overnight parking permit holder after 7:45 a.m. will subject such overnight permit holder to ticketing.

b. The License Agreement is effective for an "Initial Parking License Term" of twenty years beginning on July 1, 2013 and ending on June 30, 2033. Upon completion of the Initial Parking License Term on June 30, 2033, the Parking License will expire without the necessity of any further documentation thereof, unless the Parking License is extended as hereafter provided. Licensee shall have the right to extend the Initial Parking License term for two (2) consecutive extension periods of ten (10) years each (each an "Extension Period" and collectively the "Extension Periods"). Licensee shall exercise each such Extension Period by delivering written notice to the Licensor no later than three (3) months prior to the expiration of the ten current term, nor sooner than twelve (12) months prior to the expiration of the then current term. Should Licensee fail to deliver written notice within such time period, then Licensee shall be deemed to have waived its right to exercise the Extension Period, and this License Agreement shall expire and be of no further force or effect at the end of the then current term.

c. In consideration of the payments by Licensee to Licensor provided for in the MOA, Licensee shall not be required to pay a license fee during the Initial Parking License Term. During the Extension Periods, Licensee shall pay an annual license fee "the "Extension License Fee", in accordance with the provisions of Exhibit "B" attached hereto and incorporated herein by reference. If Licensee is not satisfied with the determination of the Extension License Fee, it may, by notice to Licensor, terminate this License Agreement within ninety days after such determination is final. The Extension License Fee shall be payable in equal monthly installments commencing on the first day of the Extension Period and continuing on the same day of each consecutive month thereafter.

d. Licensor shall, at its expense, stripe a total of 250 parking spaces in the Parking License Area. Should such striping of the Parking License Area result in an undercount of spaces (fewer than 250) the Licensor shall provide additional striped parking spaces on Benevolent and/or Charlesfield Streets to bring the total number of parking spaces to 250. Licensor agrees that any additional section of Benevolent and/or Charlesfield Streets needed for this purpose will be added to the Parking License Area.

2. Parking Permit System. Licensee, at its sole cost and expense, shall institute a parking permit system for the Parking License Area (the "Permit System") so that the Licensor can accurately and readily identify the parking License participants. As part of the Permit System, Licensee shall provide stickers, tags, or such other means of identification as determined by Licensee (the "Parking ID") to its authorized faculty and staff entitled to utilize the Parking License Area. The Permit holders shall display such Parking IDs in or on their vehicles in accordance with standards determined by Licensee. Licensee shall determine the number of Parking IDs that are provided to authorized faculty and staff. Further, Licensee shall provide Licensor with the license plate numbers/letters for each vehicle belonging to its authorized faculty and staff entitled to utilize the Parking License Area. Licensor shall enforce the Permit System, by reference to such license plate numbers/letters, as more particularly provided in Section 4. All income and other fees derived from or generated by the Permit System shall be

kept exclusively by Licensee, except that all income and other fees derived from or generated by enforcement of the Parking System by the Licensor shall be kept exclusively by the Licensor.

3. Parking Meters. To the extent that any of the parking spaces in the Parking License Area are not currently metered, no meters shall be installed at such parking spaces during the term of this License Agreement.

4. Signs and Other Enforcement Obligations of Licensor. Licensor shall provide standard parking signs in the Parking License Area, in such quantity and in such places as Licensor shall determine in its good faith and reasonable discretion, which signs shall state: "Monday through Friday, 8am-12pm, Parking by Brown Permit Only, Tow Zone" or words to that effect, and will further state "Monday through Friday, 12pm-6pm, Two Hour Parking Except by Brown Permit, Tow Zone" or words to that effect. Any person parking in the Parking License Area without a Brown permit during the Monday-Friday 8am to 12pm period, or in excess of two hours during the Monday-Friday 12pm to 6pm period without a Brown permit, will be deemed by Licensor to be in violation of the Licensor's parking ordinances and the Licensor will enforce the exclusivity of the license by ticketing, towing, booting, or other enforcement mechanisms as utilized by the City in its regular enforcement of parking violations. Without derogating from the Licensor's enforcement obligations, Licensor hereby delegates to Licensee, through Licensee's Department of Public Safety and/or Licensee's Parking enforcement Department, the authority to place tickets provided to Licensee by Licensor on any vehicle violating Parking License Area restrictions, provided that any revenue generated by such enforcement action by Licensee shall be payable exclusively to Licensor.

5. Maintenance. Licensor agrees to maintain the parking areas located in the Parking License Area in good repair and operable condition, consistent with Licensor's normal municipal obligations regarding on-street parking, including snow removal, striping, maintenance, repair and resurfacing.

6. Indemnification. Licensee shall indemnify, defend and hold Licensor harmless from and against any claims, expenses, liabilities, loss, damage and costs, including reasonable attorney's fees, in any actions or proceedings in connection therewith, incurred in connection with, related to, arising from, or due to or as a result of the death of any person or any accident, injury, loss or damage, however caused, to any person or property, or any other type of claim or loss, arising from Licensee's exercise of, or use of, the License set forth herein ("Losses") (except Losses resulting from Licensor's failure to comply with its obligations under this License Agreement and/or the negligence or willful misconduct of Licensor, or any of the agents, servants or employees of Licensor.

7. Remedies and Enforcement. In the event of a breach or threatened breach by a Party of the provisions hereof, the other party shall be entitled to full and adequate relief by injunction and other available legal and equitable remedies.

8. No Right to Charge the General Public; No assignment or Sub-Licensing. In no event shall Licensee charge the general public for parking in the Parking License Area. Any income generated by the general public using the Parking License Area (pursuant to the public's non-

exclusive rights to use such area) shall be kept exclusively by Licensor. Except for issuing parking stickers to its faculty and staff, Licensee shall have no right to assign or sub-license this License Agreement without the prior written consent of Licensor, which consent may be granted or withheld in the Licensor's sole discretion.

9. Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No third party shall be entitled to enforce any term, covenant or condition of this License Agreement, or have any rights hereunder.

10. Amendment. This License Agreement may only be amended by a document executed by the Parties to this License Agreement or their successors or permitted assigns.

11. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this License Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

12. Severability. If any term or provisions of this License Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this License Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

13. Applicable Law. The License Agreement shall be construed, governed and enforced in accordance with the laws of the State of Rhode Island.

14. No Partnership or Joint Venture. Nothing in this License Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the others.

15. Section Headings. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

16. Entire Agreement. This License Agreement sets forth the entire agreement between the Parties regarding the subject matter hereof. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

17. Notice. Any notice to be given hereunder shall be directed as follows:

If to Licensor: City of Providence
 City Hall
 25 Dorrance Street
 Providence, Rhode Island 02903
 Attn: Mayor's Office

With a copy to: City Solicitor

If to Licensee: Brown University
University Hall
One Prospect Street
Providence, Rhode Island 02912
Attn: President's Office

With a copy to: General Counsel

18. No Recordation. This License Agreement shall not be recorded by either Party.

19. Counterparts/Facsimile. To facilitate execution, this License Agreement may be executed by facsimile or electronic mail in .pdf format and in as many counterparts as may be deemed appropriate by the parties, all of which when taken together shall be deemed an original and shall comprise one (1) agreement.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

LICENSOR:

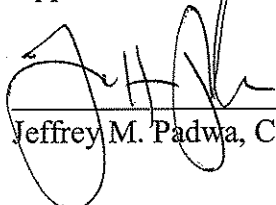
City of Providence

By: 
Angel Taveras
Mayor


Witness

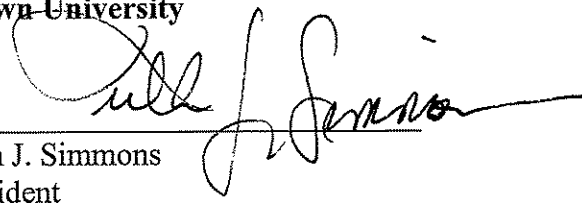
By: _____
Michael Solomon, President
Providence City Council

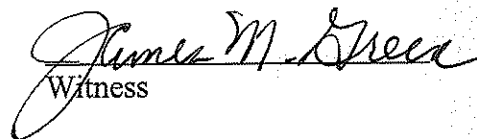
Approved as to form and correctness:


Jeffrey M. Padwa, City Solicitor

LICENSEE:

Brown University

By: 
Ruth J. Simmons
President


Witness

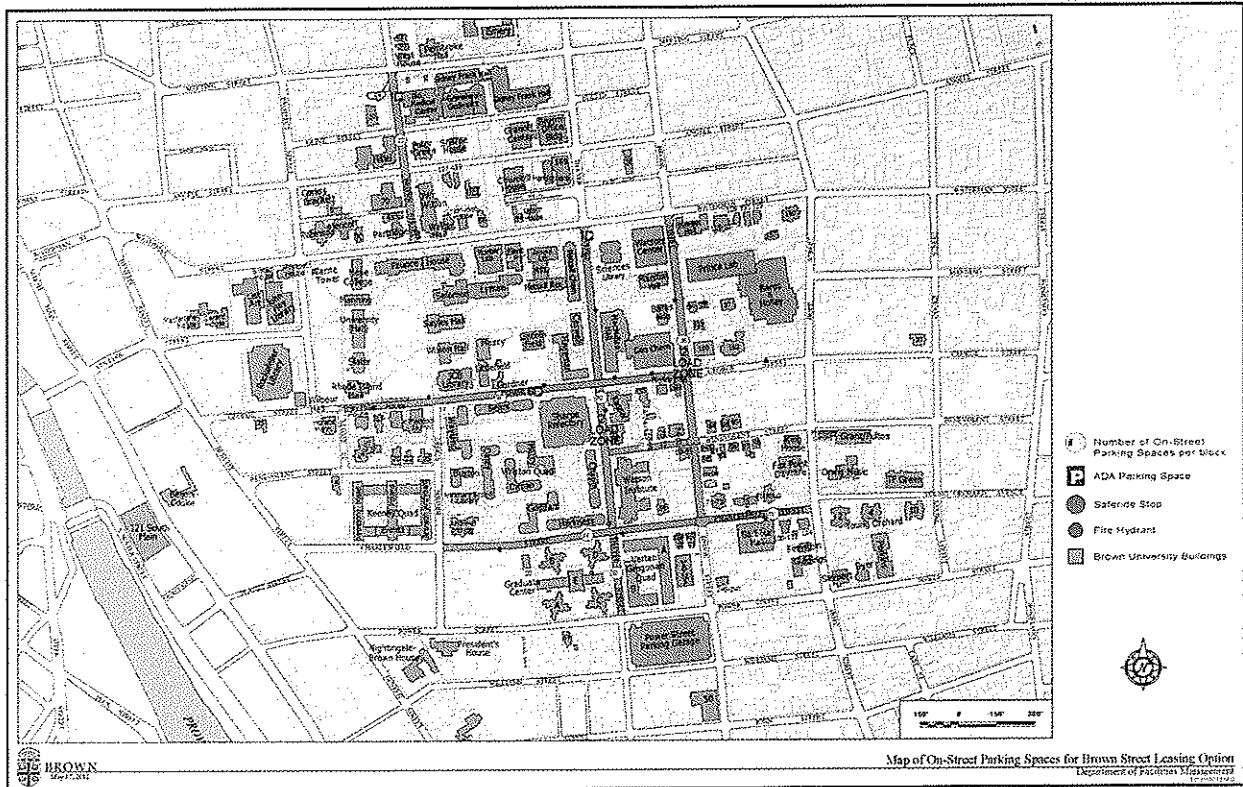
Approved as to form and correctness:


Beverly E. Ledbetter, General Counsel

RECEIVED
JAN 11 2000

2000

Exhibit "A" Licensor's Parcel and Parking Spaces



Brown St from Meeting St to Waterman St 22 spaces

Thayer St from Waterman St to Power St. 72 spaces

Brook St from Waterman St. to Charlesfield St 36 spaces

George St from Magee St to Brook St 50 spaces

Benevolent St from Thayer to Brook St 11 spaces

Charlesfield St from Brown St to Hope St. 59 spaces

Exhibit "B"

Base Rent for Renewal Terms

Exhibit "B"

Annual License Fee for Renewal Terms

If Licensee elects to exercise an Extension Period by giving written notice thereof to Licensor within the time period set forth in the License Agreement (the "Extension Notice"), then the License Fee for the applicable Extension Period shall be the then "Fair Market Rate," which means the prevailing market rate, determined for the relevant Extension Period based on all relevant factors, including without limitation the reasonable amount of income that the Licensor could derive from the operation of metered spaces in the Parking License Area during the hours in which this License Agreement applies, taking into account the standard meter rates charged by Licensor in the City of Providence, including actual meter rates and those reasonably projected for the relevant period, and reasonable projections of percentage of use of parking spaces in the Parking License Area.

Within ten (10) business days after receipt of the Extension Notice (the "Negotiation Period"), Licensor and Licensee shall attempt to mutually agree on the Fair Market Rate for the relevant Extension Period. If the parties cannot mutually agree within the Negotiation Period, then the determination of the Fair Market Rate shall be made by licensed real estate appraisers, each of whom shall be a member of the American Institute of Real Estate Appraisers, have at least ten (10) years' experience in the leasing and licensing of commercial real estate in the market area of the Parking License Area and be in all respects impartial and disinterested. One such appraiser shall be designated by each of Licensor and Licensee. Licensor and Licensee shall each designate one appraiser within fifteen (15) days after the Negotiation Period by giving notice of the name of such appraiser to the other party. If either party shall fail to designate its appraiser by giving such notice within such 15-day period, then the appraiser chosen by the other party shall determine the Fair Market Rate and his determination shall be final and conclusive. Each appraiser shall make his determination of Fair Market Rate within ten (10) business days of the close of such 15-day period. In the event the opinions of the two appraisers differ and, after good faith efforts over the succeeding ten (10) day period, they cannot mutually agree, then: (i) if the difference between the two determinations of Fair Market Rate is 10% or less of the lowest of the two determinations, then the Fair Market Rate shall be the average of the two determinations; or (ii) if the difference between the two determinations of Fair Market Rate is more than 10% of the lowest of the two determinations, then the two appraisers shall within five (5) business days jointly appoint a third appraiser with the qualifications specified above. This third appraiser shall, within ten (10) days of appointment, choose either the determination of Licensor's appraiser or Licensee's appraiser and such choice of this third appraiser shall be final and binding on Licensor and Licensee. Each of Licensor and Licensee shall pay for the services of its appraiser, and if a third appraiser shall be chosen, then each of Licensor and Licensee shall pay for one-half of the services of the third appraiser.