

**PARKING LICENSE AGREEMENT
BETWEEN THE CITY OF ORLANDO
AND
THE UNIVERSITY OF CENTRAL FLORIDA
FOR PARKING SPACES AT 388 W. LIVINGSTON STREET**

THIS PARKING LICENSE AGREEMENT (Agreement) is made and entered into this ___ day of August 2017 (Effective Date), by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida (CITY), and the University of Central Florida, on behalf of its Board of Trustees (UCF).

WHEREAS, the CITY owns a surface parking lot located at 388 W Livingston Street, Orlando, FL 32801 as more particularly shown and described in Exhibit "A", attached hereto and by incorporated herein, by reference (Parking Area); and

WHEREAS, UCF owns the property located adjacent to the Parking Area as more particularly described in Exhibit "B", attached hereto and by incorporated herein, by reference (Downtown UCF Campus); and

WHEREAS, UCF desires to utilize the Parking Area in order to provide parking for students, faculty, administrators, guests and invitees of the Downtown UCF Campus, and the CITY has agreed to provide such Parking Area to UCF pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and UCF agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Licensed Space. CITY hereby licenses to UCF the Parking Area identified in Exhibit "A" for vehicular parking for students, faculty, administrators, employees, guests and invitees of the Downtown UCF Campus as herein set forth. UCF has the right to restrict parking in the lot by UCF parking decal only, issue citations, and retain all revenue associated with parking operations. In addition, UCF has the right to post signs indicating "Parking by UCF decal only" for the term of the agreement.
3. Fee Charge. There will be no fee charged for UCF's use of the Parking Area.
4. Term of License. The term of this Agreement shall be for a period of approximately two (2) years commencing on August 9, 2017 and ending on July 31, 2019. The term may be extended at the sole discretion of the City for a period of up to one (1) additional year. Either party may terminate this Agreement for convenience upon thirty (30) days prior, written notice to the other party.
5. UCF Maintenance and Security Obligations. At its sole cost and expense, UCF shall be responsible for maintenance, repair and landscaping of the Parking Area, including

keeping it free of trash, garbage and other debris. UCF shall during normal hours of use, provide security for the area, including, without limitation, to the extent feasible, keeping trespassers off the Parking Area. Upon the expiration or earlier termination of this Agreement UCF shall restore the Parking Area to the original condition it was in when UCF first went into possession, normal wear and tear excepted. To the extent necessary, UCF shall also restore all other improvements in the Parking Area to a good working condition. Upon completion of such work, UCF shall no longer have any responsibilities concerning the Parking Area.

6. UCF's Other Responsibilities and Obligations. UCF shall diligently fulfill the following additional responsibilities and obligations under this Agreement:

- (a) Use the Parking Area only for parking of motor vehicles;
- (b) Observe and comply with all valid and applicable requirements of duly constituted public authorities and all federal, state and local statutes, ordinances, regulations and standards applicable to UCF, City and the Parking Area; and
- (c) Yield and surrender immediate possession of the Parking Area to City upon the expiration/termination of this Agreement.

7. City Maintenance Obligations. City, at its sole cost and expense, shall be responsible for the maintenance, repairs and replacement of all sidewalks and other improvements located along the perimeter of the Parking Area, except to the extent caused by the intentional misconduct or gross negligence of UCF, its students, faculty, administrators, employees, guests and invitees, in which case, such work shall be completed and paid for by UCF.

9. Liability/Indemnification. To the extent expressly permitted by Florida Statutes 768.28, UCF shall be solely responsible for all liabilities and losses suffered due to UCF's use of the Parking Area, and shall indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, agents, and employees from any suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, property damage or otherwise arising from or out of any occurrence in, on, at, or from the occupancy or use by UCF of the Parking Area; provided however, UCF shall not be responsible for any liability or loss to the extent caused by the intentional misconduct or negligence of City, its employees or agents, including, without limitation, City's failure to maintain the sidewalk improvements along the perimeter of the Parking Area.

10. Insurance. UCF, at its own expense, shall keep in force and at all times maintain in effect its standard, State of Florida State Risk Management Trust Fund insurance policies as detailed at www.ehs.ucf.edu.

11. Termination of Agreement. This Agreement may be terminated prior to the Expiration Date under any of the following circumstances:

- (a) Upon ninety (90) days prior written notice to UCF, City, in its sole and absolute discretion, may revoke and cancel its obligation to allow UCF, its agents, contractors, employees and invitees to use the Parking Area; or
- (b) A termination for default by either party to the extent allowed in this Agreement.

12. UCF Event of Default. The occurrence of any of the events stated in this section shall be a UCF event of default (“UCF Event of Default”). A UCF Event of Default occurs whenever UCF shall do, or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of UCF herein contained or contrary to any of UCF’s obligations under this Agreement, which UCF fails to remedy within thirty (30) days after City has given UCF written demand specifying the same.

13. City Default Remedies. If UCF commits a UCF Event of Default, without further notice or demand City is authorized to exercise the following remedies to the extent permitted by law:

- (a) City may give UCF written notice of City’s intent to end the term of this Agreement on a day no less than thirty (30) days after UCF’s receipt of such notice (the “City Termination Date”). This Agreement and the term and estate hereby granted shall expire and terminate upon the City Termination Date as fully and completely and with the same force and effect as if the day so specified were the expiration/termination date specified in this Agreement. At that time all rights of the parties under this Agreement shall expire and terminate; or
- (b) Institute legal proceedings to specifically enforce this Agreement including but not limited to completing all conditions for returning the Parking Area to the condition required upon expiration of this Agreement, at UCF’s expense.

The right to seek damages is hereby irrevocably waived, except to the extent specifically provided herein.

14. City Event of Default. The occurrence of any of the events stated in this section shall be a City event of default (“City Event of Default”). A City Event of Default occurs whenever City shall do, or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of City herein contained or contrary to any of City’s obligations under this Agreement, which City fails to remedy within thirty (30) days after UCF has given City written demand specifying the same.

15. UCF Default Remedies. If City commits a City Event of Default, without further notice UCF is authorized to exercise the following remedies to the extent permitted by law:

(a) UCF may give to City written notice of UCF's intent to end the term of this Agreement on a day no less than thirty (30) days after City's receipt of such notice (the "UCF Termination Date"). This Agreement and the term and estate hereby granted shall expire and terminate upon the UCF Termination Date as fully and completely and with the same force and effect as if the day so specified were the expiration/termination date specified in this Agreement. At that time all rights of the parties under this Agreement shall expire and terminate;

(b) Institute proceedings for injunctive relief and/or specific performance as necessary to enforce the terms and conditions of this Agreement, including but not limited to completing all conditions for returning the Parking Facilities to the condition required upon expiration of the City Events, at City's expense.

The right to seek damages is hereby irrevocably waived, except to the extent specifically provided herein.

16. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed to have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this section) or on the date of transmittal by telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. Addresses for delivery of notice shall be as follows:

To CITY: Real Estate Division Manager
 City of Orlando
 400 S. Orange Avenue
 Orlando, FL 32801
 Telephone: (407) 246-2653
 Facsimile: (407) 246-3129
 Email: laurie.botts@cityoforlando.net

To UCF: University of Central Florida
 4000 Central Florida Blvd.
 Orlando, Florida 32816
 Attn: A. Dale Whittaker, Executive Vice President and Provost

With a copy to: University of Central Florida
4000 Central Florida Blvd.
Orlando, Florida 32816

Attn: W. Scott Cole, Vice President and General Counsel

17. Amendments. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings between the parties.

19. Sovereign Immunity. UCF is a state university and City is a Florida municipal corporation, both of whom have limits of liability set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of UCF or City beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of UCF or City's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

20. Jury Waiver. City and UCF waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Agreement.

21. Assignment/Subletting. UCF shall not assign or sublet the Parking Area without the prior, written, consent of the City.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF
PARTIES APPEAR ON FOLLOWING PAGES.)

IN WITNESS WHEREOF, UCF and CITY have hereunto executed this Agreement the day and year written below.

WITNESSES:

**UNIVERSITY OF CENTRAL FLORIDA,
ON BEHALF OF ITS BOARD OF
TRUSTEES**

Sign: _____

By: _____

Print Name: _____

Name: _____

Sign: _____

Title: _____

Print Name: _____

Dated: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of the University of Central Florida, on behalf of its Board of Trustees. He/she is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name
Serial Number:
My Commission Expires:

[CITY SIGNATURE PAGE TO FOLLOW]

CITY OF ORLANDO, FLORIDA

By: _____

Print Name: _____

Title: _____

Date: _____, 2017

ATTEST:

Denise Aldridge, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.

_____, 2017

Assistant City Attorney

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, and Denise Aldridge, the _____ and City Clerk respectively, on behalf of the City of Orlando. They are personally known to me or have produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name
Serial Number:
My Commission Expires:



388 W Livingston St
2017 AERIAL PHOTOGRAPHY

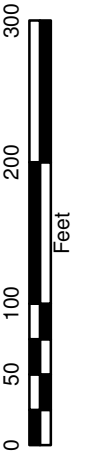


EXHIBIT "B"

LOT 3, CREATIVE VILLAGE, A REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 92, PAGES 19 AND 20, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,