

LICENSE OF PARKING SPACES

The City of Flint Downtown Development Authority, 502 Church Street, Flint, MI 48502 ("AUTHORITY"), owns the parking structure known as "Riverfront Parking Deck," and The County of Genesee, Michigan 324 S. Saginaw St. Flint MI 48502 ("Licensee"), is in need of parking spaces for employees and customers (collectively, "Parkers") at its county offices building ("Offices") at the building commonly known as 324 S. Saginaw Street, Flint, MI 49502, and the parties enter into this Agreement for the license of parking spaces subject to the following conditions:

1. Premises. AUTHORITY agrees to license up to 400¹ (but no less than 300) parking spaces for use by Licensee's employees and governing body² ("Employees") in the parking structure known as Riverfront Parking Deck and/or James Rutherford Parking Deck, as spaces are allocated between the two facilities by the AUTHORITY (the parking spaces are herein defined as the "Premises"); in addition, the AUTHORITY will allow Licensee to validate³ parking for up to 100 of its customers ("Customers") each day to use the Premises. AUTHORITY will provide 400 parking access cards as set forth in section 3.b. below to be used by Employees and the up to 100 daily parking spaces will be used by Customers. AUTHORITY will provide a monthly report/invoice to Licensee of the number of Customers who utilize parking validation. After the initial six (6) months from the date of this Agreement, AUTHORITY and Licensee will meet and discuss proposed amendments to this Agreement to determine what, if any, additional changes/revisions may be necessary to this Agreement based on the usage by Licensee's Parkers of the Premises; provided, however, that neither party is under any obligation to amend this Agreement.

Licensee acknowledges that AUTHORITY licenses the Premises to other parties (this is not an exclusive license in favor of Licensee), and that AUTHORITY is accommodating Licensee by this Agreement through a reduction in the AUTHORITY's parking space monthly fee rate. Licensee shall use good faith efforts to schedule events at the Offices to avoid conflicting use of the Premises by other licensees that use the Premises while working in the downtown during the business week, with early morning and evening events during the business week being optimal periods to schedule events at the Offices for purposes of this Agreement. Licensee agrees that it shall not schedule more

¹ Licensee has represented that it has implemented a "work from home" system and that it estimates between 40 and 60% of its employees will work from home on average. Licensee agrees to make a good faith effort to achieve the foregoing rate of "work from home" for users of the Premises and further agrees that the average of "work from home" for Employees who use the Premises, shall be no less than 25% per month during the term of this Agreement.

² Authority will restrict up to 13 parking spaces for Licensee's governing body for use by such members of the governing body, with the placement of such spaces to be mutually agreed upon by the parties.

³ The method of validation shall be mutually agreed to by the parties.

than 8 business week events in any one calendar month.

2. Term. The term of this Agreement shall be from May 1, 2025 until April 30, 2028.

3. Fees.

a. Fees.

(i) Base Fee. Licensee shall pay the AUTHORITY as follows:

Licensee shall pay the Authority per month for the Premises as follows (herein defined as the "Base Fee"):

\$168,000.00 per year, which represents \$35.00 per parking space for employees of Licensee for up to 400 parking spaces per day.

The Base Fee shall be payable in equal monthly installments of \$14,000.00 starting on the Commencement Date. Monthly installments of Base Fee shall be due and payable in advance on the 1st day of each calendar month. The Base Fee for any partial month of occupancy shall be prorated. The Base Fee shall be paid to the AUTHORITY at the address shown above or any other place designated in writing by the AUTHORITY.

(ii) Validation Fee. Licensee shall pay the AUTHORITY within 15 days of receipt of a report/invoice for validation of Customers, and AUTHORITY agrees that it shall submit to Licensee such report/invoice on or before the 10th day of each month.

b. Access. Pursuant to Section 6 of this Agreement, the AUTHORITY shall provide Licensee's Employees with a total of 400 parking access cards on or before the Commencement Date. For each card issued, Licensee agrees to make a \$30.00 deposit which deposit shall be refunded to Licensee and upon final return of the card to AUTHORITY. Licensee shall be responsible for the cost of replacement cards.

4. Security deposit. None.

5. Commencement Date. The Commencement Date of this Agreement is May 1, 2025. Licensee shall commence paying the license fee for the Premises and the Premises will be available to Licensee on the Commencement Date.

6. Allocation of Access Cards and Notification. Licensee shall provide AUTHORITY no less than once each month with information concerning the names and addresses of each of Licensee's Employees who may hold one of the 400 access cards; provided, however, that if an Employee loses a card the Licensee

will be required to pay the then applicable reissuing fee to AUTHORITY.

7. Use. The AUTHORITY is licensing the Premises to Licensee solely for the use of parking of non-commercial vehicles. No activity shall be conducted on the Premises that does not comply with the AUTHORITY's rules and regulations for parking, as well as all state and local laws. Licensee shall keep accurate and updated information on the number of expected Parkers for events at the Offices and all such information shall be provided to the AUTHORITY from time to time. The parking spaces are unreserved and AUTHORITY cannot guarantee to Licensee that there will be spaces available in the Premises for Licensee Parkers to park on any one given day

8. Repairs and maintenance. The AUTHORITY shall keep the Premises in good and safe condition, similar in scope and practice to AUTHORITY'S historical past practices. The AUTHORITY is responsible for repairs to the Premises except if the repairs are caused by Licensee, its agents, invitees, guests or contractors' negligence.

9. Taxes and assessments. The AUTHORITY is responsible for all taxes relative to the Premises.

10. Assignment and sub-licensing. Licensee may not assign, sub-licensing, or otherwise transfer or convey its interest or any portion of its interest in the Premises without written consent from the AUTHORITY.

11. Trade fixtures. Not applicable.

12. Disclaimer. Licensee and Parkers will use the Premises at their sole risk. No bailment is created. AUTHORITY does not provide safekeeping, nor shall it be deemed an insurer for vehicles or their contents. AUTHORITY will not be responsible for fire, theft, damage or loss. Attendants are present solely to assist Licensee and its Parkers and attendants are unable to verify ownership of the vehicles departing the Premises. No representation, guaranty or warranty is made or assurance given that any communication or security systems, devices or procedures in the Premises will be effective to prevent injury to Licensee, its Parkers, or any other person, and AUTHORITY reserves the right to discontinue or modify at any time such communications or security systems or procedures without liability to Licensee or its Parkers.

13. Waiver and Indemnification. Each party waives all claims against the other for damage to any property or injury or death of any person in, upon or abut the Parking Facility arising at any time and from any cause other than the negligence or willful act of the other party, including that party's employees or agents. This indemnity obligation shall include reasonable attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by a party from the first notice that any claim or demand is to be made or may be made against that party. The provisions of this indemnity shall survive the termination of this Agreement with respect to any damage, injury or death occurring on or prior to such termination.

14. Destruction of the Premises. If the Premises are destroyed the AUTHORITY will undertake all reasonable efforts to provide alternate parking in another AUTHORITY parking area and if no such alternative parking is available, Licensee's obligation for payment set forth in Section 3 of this Agreement shall terminate. If AUTHORITY fails or is unable to provide all 400 parking spaces to Licensee in the Premises because of damage (and failure to repair within 180 days of the event of damage) or condemnation, such failure or inability shall never be deemed to be a default by AUTHORITY as to permit Licensee to terminate this Agreement, either in whole or in part, but Licensee's obligation to pay for any such parking space which is not provided by AUTHORITY shall be abated for so long as Licensee does not have the use of such parking space and such abatement shall constitute full settlement of all claims that Licensee might otherwise have against AUTHORITY by reason of such failure or inability to provide Licensee with such parking space.

15. Default and re-entry. If Licensee fails to pay fees, when due; within seven (7) days after receiving written notice of the default from the AUTHORITY; if Licensee makes any assignment for the benefit of creditors or a receiver is appointed for Licensee or its property; or if any proceedings are instituted by or against Licensee for bankruptcy (including reorganization) or under any insolvency laws, the AUTHORITY may initiate summary proceedings to collect the unpaid fees or for all other incidents of default may elect to terminate this Agreement, reenter the Premises, and seek to re-license the Premises on whatever terms the AUTHORITY thinks advisable. Notwithstanding reentry by the AUTHORITY, Licensee shall continue to be liable to the AUTHORITY for fees owed under this Agreement and for any fees deficiency that results from re-licensing the Premises during the term of this Agreement. Notwithstanding re-entry by the AUTHORITY, in the event of default as described above by Licensee, Licensee shall continue to be liable to the AUTHORITY for fees owed under this Agreement. The AUTHORITY may at any time elect to terminate this Agreement upon default by Licensee of the terms of this Agreement, except non-payment, if Licensee has failed to cure such default within 30-days of the AUTHORITY having given written notice of default. In the event of default by AUTHORITY under this Agreement, after giving AUTHORITY 30-days to cure any such default and after receiving written notice of such default from Licensee, Licensee may terminate this Agreement and will no longer have any obligations under this Agreement

16. Subordination. This Agreement and Licensee's rights under it shall at all times be subordinate to the lien of any mortgage or lien the AUTHORITY places on the Premises or to any collateral assignment the AUTHORITY makes of this Agreement or of fees under this Agreement. However, as long as Licensee is not in default under this Agreement, the foreclosure of a mortgage given by the AUTHORITY shall not affect Licensee's rights under this Agreement. At the request of any lienholder, Licensee shall provide the AUTHORITY with a customary Licensee's estoppel letter regarding the status of this Agreement. If the AUTHORITY defaults on the payment of its mortgage on the Premises, Licensee may make the monthly payment owed under the mortgage note and deduct that amount from the fees owed under this Agreement.

17. Notices. Any notices required under this Agreement shall be in writing and served in person or sent by first class or certified mail, return receipt requested, to the addresses of the parties stated in this Agreement or to such other addresses as the parties may substitute by written notice. Notices shall be effective on the date of the first attempted delivery. Notice to Licensee shall be addressed to "Procurement & Contracts" at the address set forth in the opening paragraph. Notice to AUTHORITY shall be directed to its "Executive Director" at the address set forth in the opening paragraph, with a copy sent to "Shedd-Frasier PLC, Attn.: Damion Frasier, 111 E Court Street, Suite 2C3, Flint, MI 48502.

18. Use of Premises After Termination. If Licensee does not cease its use of the Premises at the end of the term of this Agreement, such continued use shall constitute a month-to-month license at a monthly rate Base Fee equal to 125% of the monthly rate contained in Section 3.a.(i), along with a proportionate amount of Maintenance/Repair Fee contained in Section 3.a.(iii) based on the holdover period divided by 12 months.

19. Entire agreement. This Agreement, entered into between the AUTHORITY and Licensee, contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

20. Waiver. The failure of the AUTHORITY to enforce any condition of this Agreement shall not be a waiver of its right to enforce every condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing.

21. Binding effect. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

22. Time is the essence. Time is the essence in the performance of this Agreement.

AUTHORITY:
Downtown Development Authority,
a Michigan municipal corporation

Licensee:
County of Genesee, State of Michigan

BY: _____
Brandy Curtis
ITS: Acting Executive Director

BY: _____
Delrico J. Loyd, Chairman,
Genesee County Board of
County Commissioners