Memorandum of Understanding

TERMS OF PROPOSED PARKING LEASE
BETWEEN THE UNIVERSITY OF CONNECTICUT
AND
THE CAPITAL REGION DEVELOPMENT AUTHORITY

BACKGROUND: The University of Connecticut has selected the former Hartford Times property and the adjoining vacant parcels for the relocation of its Greater Hartford Campus (the “Campus”) and as identified more specifically in the Phase III Development Agreement between the parties. The development and operation of the Campus will rely on the existing Adriaen’s Landing parking facilities to meet the needs of its staff, faculty, and students.

The parking facilities will be required to serve an initial projected enrollment and employment of 2,500 persons. It is anticipated that 900 parking spaces will accommodate the initial expected peak demand. The Tenant anticipates constructing parking spaces for approximately 50 vehicles within the Campus building. The remaining 850 non-Campus parking spaces will be composed of 250 faculty/staff and 600 students.

The Landlord operates four garages known as the Adriaen’s Landing Parking Facilities composed of the Convention Center Garage (the “CTCC Garage”), the Science Center Garage (the “CSC Garage”), the Front Street North Garage (the “North Garage”), and the Front Street South Garage (the “South Garage”) with a collective parking capacity of 3725 spaces. These Parking Facilities serve the existing operations of the Connecticut Convention Center, the Marriott Hotel, the Front Street entertainment, retail and residential district, and the Connecticut Science Center as well as nearby commercial properties through long-term parking leases. Subject to Conflict Dates referenced below, the Parking Facilities have sufficient capacity to accommodate the Tenant’s parking needs.

PREMISES: Adriaen’s Landing Parking Facilities

LANDLORD: Capital Region Development Authority
TENANT: University of Connecticut

LEASE RIGHTS: The nonexclusive right to park up to eight hundred fifty (850) automobiles at any given time between the hours 6:00 AM and 10:00 PM within the CTCC Garage, CSC Garage, and South Garage as indicated herein. Monthly and semester term parkers shall have transponders or other access control devices to enter or exit the garage at will during these hours. Landlord shall have no obligation to provide parking on weekends or after hours, however spaces for users with transponders or other access control devices can be utilized during these same times, but only if available, at no additional cost to Tenant.

LEASE TERM: Initial term is fifty (50) years, commencing August, 2017; Tenant has four (4) ten-year extension options exercisable upon 12 months’ prior notice to Landlord.

FEE SCHEDULE: Staff/Faculty (and Institutes associated with UConn)- $45 per space per month, adjusted to a proportional amount equal to the increase of the market rate charged to the general public for the monthly use of a parking space at the Adriaen’s Landing Parking Facilities or as otherwise negotiated and agreed to between the parties.

Full Time Student - $45 per space per month (or billed by semester at the University’s option), adjusted to a proportional amount equal to the increase of the market rate charged to the general public for monthly use of a parking space at the Adriaen’s Landing Parking Facilities or as otherwise negotiated and agreed to between the parties.

Part Time Student- Registered students shall have the option to utilize the Premises for parking at a rate equal to 50% of the published daily rate with a maximum of Six Dollars ($6) per day.

AUTOMOBILES: “Automobiles” means compact and regular sized passenger automobiles, sport utility vehicles, minivans, pick-up trucks, and motorcycles.

ADMINISTRATION: Tenant will assign and charge fees for parking for faculty and staff in accordance with University policy. Landlord, via its parking manager, will invoice Tenant on a monthly basis in accordance with the fee schedule for the actual number of spaces utilized by faculty/staff.

Landlord or its agent shall contract directly with the students on a semester term basis (fall, spring and summer). Tenant shall not be liable for any payment or non-payment for student parking use; however they shall assist Landlord or its agent in the contracting process and marketing of spaces.
**ALLOCATION:** Staff, Faculty, and Student spaces will be assigned by Tenant; Landlord will allocate student parking to the CTCC Garage and CSC Garage. Landlord will prioritize staff and faculty spaces within the CTCC Garage by restricting student and other contract parking within the CTCC Garage to the tower garage. Landlord shall provide an area with approximately 200 spaces that is located on the P2 level of the CTCC Garage for the use of Tenant for faculty/staff/institute parking. Landlord will monitor the parking in the designated area to make sure other contract parkers do not utilize the parking spaces, however Tenant acknowledges that such spaces may be available to hotel and convention center transient parkers from time-to-time on a first-come-first-park basis. Landlord agrees to work collaboratively with the Tenant and establish a reasonable plan to minimize the disruption caused by transient parkers on the P2 Level of the CTCC Garage. Additionally, Tenant will make these spaces available to Landlord on the Conflict Dates and all weekends. Any signage and/or identification of Tenant's parking areas and spaces shall be subject to Landlord's approval.

**INITIAL ALLOCATION:** The 850 parking spaces, which will be needed at any given time, will be allocated as follows: (1) **full-time staff and faculty (and Institutions associated with UConn)** - 250 spaces requiring 6:00 AM to 10:00 PM, Monday to Friday availability; availability that is expected to peak on Tuesdays and Thursday from 4:00 PM to 6:00 PM; (2) **students** - 600 transient spaces requiring Monday through Friday availability. Landlord recognizes that the 600 transient spaces represents the maximum number of student parkers at any single time, however many more than 600 transponders or other access control devices will be issued at any one time and on a daily, monthly and semester basis. Landlord and Tenant will meet annually to review and adjust the initial allocation to reflect changes in demand and availability.

**CONFLICT DATES:** There are dates throughout the operating year when events at the Convention Center and/or the Science Center may demand parking at the Parking Facilities full capacity. Landlord and Tenant will work cooperatively to identify such dates on an annual schedule and will develop a system to provide alternative parking, and transportation if necessary, for Tenant’s needs for such identified dates and times.

**SOUTH GARAGE:** This facility became operational in 2013 and is reserved for transient parking in accordance with the existing Front Street Development Agreement. Upon the completion and lease-up of Phases I, II, and III of the Front Street Entertainment/Retail/Residential district, the parties will review the existing allocation and consider the possibility of transferring a limited number of staff and/or faculty to the South Garage, as availability permits. In the event a limited number of Tenant parkers are transferred to the South Garage, CRDA, based upon the additional parking demand created by the lease-up of Phase IV of the Front Street project, may return such Tenant parkers to the P2 level of
the CTCC Garage. In all other ways, the transferred parkers would retain their rights to utilize the Adrian’s Landing Parking Facilities as outlined in this MOU. The University will receive a right of first refusal for all available spaces in the South Garage after the retail lease-up is complete.

**TRAFFIC MANAGEMENT:** Tenant may impact and mitigate trip generation through its scheduling of classes and Campus activities. The Parties will work cooperatively with the City of Hartford and with the Connecticut Department of Transportation to enhance the safety and efficiency of all modes of travel and systems, including the traffic signalization system, into and around the Campus area. The Parties will work to assign and allocate parking spaces to mitigate the use of the local streets by allocating parking to orient outbound traffic to most appropriate highway ramps. Tenant will encourage the use of public and alternative transit options, including the free DASH shuttle service and student transit passes and discounts.

**SECURITY:** The Parties will coordinate the use of University, CRDA and City of Hartford security personnel and resources to maximize their effectiveness and reduce redundancies. Additionally, the parties will explore the feasibility of linking the parking facilities’ existing “blue light” and security camera system to the Campus security office.

**OTHER TERMS:** The parties recognize that several factors will need to be addressed as the operational, parking and transportation demands of the Campus evolve. The parties agree to work cooperatively and amiably to meet these needs.

Signatures on next page
The terms and conditions herein are agreed and accepted as of this 3rd day of June, 2014

CAPITOL REGION DEVELOPMENT AUTHORITY

By [Signature]

Name: Michael Freimuth
Title: Executive Director
Duly authorized
The terms and conditions herein are agreed and accepted as of this 3rd day of June, 2014

UNIVERSITY OF CONNECTICUT

By

Name: Susan Herbst
Title: President
Duly authorized