

INTRODUCED: December 12, 2022

AN ORDINANCE No. 2022-361

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a License Agreement between the City of Richmond, as Licensor, and Richmond Redevelopment and Housing Authority, as Licensee, for the purpose of granting permission to the Licensee to use 72 unreserved parking spaces at a City-owned parking facility located at 500 East Marshall Street and ten reserved parking spaces at a City-owned parking facility located at 607 East Marshall Street.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 9 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a License Agreement between the City of Richmond, as Licensor, and Richmond Redevelopment and Housing Authority, as Licensee, for the purpose of granting permission to such Licensee to use 72 unreserved parking spaces at a City-owned parking facility located at 500 East Marshall Street and ten reserved parking spaces at a City-owned parking facility located at 607 East Marshall Street. Such License Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

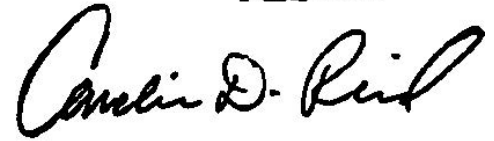
AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 9 2023 REJECTED: _____ STRICKEN: _____

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Candice D. Reed". The signature is written in a cursive style with a large initial 'C' and a long, sweeping tail.

City Clerk



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: October 26, 2022

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO of Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Jason May, Director, Budget & Strategic Planning

THROUGH: Robert C. Steidel, DCAO of Operations

FROM: Bobby Vincent, Director of Public Works

RE: **AUTHORITY TO INITIATE A PARKING LEASE AGREEMENT WITH RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY**

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) to enter into a parking lease agreement with the Richmond Redevelopment and Housing Authority (RRHA) within a City-owned parking facilities located at 500 E. Marshall and 701 E. Marshal Street from December 1, 2022 through November 30, 2027 for the use of 82 parking spaces.

REASON: To enable the CAO to enter into and, as needed, modify a parking lease agreement with RRHA.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: RRHA is moving their headquarters to 600 E. Broad Street and require parking at the City-owned parking garage at 701 E. Marshall Street services the 600 Building.

O&R Request

Page 2 of 2

FISCAL IMPACT / COST: This ordinance will have no fiscal impact on the City.

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: N/A- Revenue included in FY'23 Budget

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: November 14, 2022

CITY COUNCIL PUBLIC HEARING DATE: December 12, 2022

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development-
(November 17, 2022)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORD. OR RES.: N/A

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: RRHA Lease agreement

STAFF: Lynne Lancaster, DPW (646-6006)

LICENSE AGREEMENT

Section I Parties

This License Agreement (“*License*”) is made between the *City of Richmond, Virginia*, a municipal corporation and political subdivision of the Commonwealth of Virginia, as “*Licensor*,” and *Richmond Redevelopment & Housing Authority* an political subdivision of the Commonwealth of Virginia, as “*Licensee*,” collectively the “parties.”

Licensor owns parking garages on the real property located at 500 E. Marshal Street (“500 E. Marshall Street”) and 607 E. Marshal Street (“607 E. Marshal Street”) respectively, (collectively, the “Premises”), and Licensee desires permission to use parking spaces on the Premises for use by its employees and invitees, together collectively referred to herein as its “*Invitees*.”

Section II Licensed Space

Licensor hereby licenses to Licensee and Licensee hereby accepts from Licensor permission to use eighty two (82) parking spaces, specifically, ten (10) reserved spaces at 607 E. Marshal Street and seventy-two (72) unreserved spaces at 500 E. Marshal Street (the “Licensed Space”) at the Premises, during the Term (as defined hereinafter). Licensee may reduce the number of licensed spaces upon notice to Licensor. Licensee may increase the number of unreserved spaces at 500 E. Marshall Street, subject to the approval of Licensor in its sole discretion which approval shall not be unreasonably withheld, conditioned, or delayed. Such reduction or increase shall become effective for the month following receipt of the notice, or as otherwise agreed by the parties hereto. If the number of parking spaces available to Licensee is reduced or increased, the License Fee defined herein shall be reduced or increased accordingly, on a pro-rated basis. No bailment shall be created by this License

Section III Term; Termination For Convenience

The term of this License shall commence **upon execution of this License** and shall be in effect for Five (5) years (the “*Initial Term*”), unless earlier terminated. Licensor and Licensee may mutually agree to extend this License for one or more One (1) year renewal terms (each a “*Renewal Term*” and, collectively, the “*Renewal Terms*”), but in no event shall the parties agree to more than Five (5) *Renewal Terms*.

Licensor shall have the right to revoke this License at will upon written notice sent to Licensee. Licensee shall have the right to terminate this License at will upon 60 days written notice sent to Licensor.

Section IV License Fee

The initial license fee for the Term is **Sixty and 00/100 Dollars (\$60.00)** per unreserved parking space per month at 500 E. Marshal and **Seventy-five and 00/100 (\$75.00)** for reserved spaces at 607 E. Marshal Street (the “*License Fee*”), which amount shall be due and payable in advance on the fifteenth day of each month during the Term. The initial monthly License Fee shall be Five Thousand and Seventy Dollars (\$5,070) for 82 spaces. The License Fee is subject to pro-ration in accordance with an increase or reduction in the number of spaces in accordance with Section II above. The License Fee shall further increase five percent (5%) annually, which increase shall take effect in the first month following the anniversary date of execution of this agreement.

Section V Use of Licensed Space

The Licensed Space shall be used solely for parking by Licensee’s Invitees (the “*Permitted Use*”) and for no other purposes without Licensor’s consent in its sole discretion. The Permitted Use shall not include parking made available to the general public.

Section VI Prohibition Against Waste, Nuisance, Damage, or Unlawful Use

Licensee and its Invitees shall not commit or allow to be committed by its Invitees any waste on the Licensed Space, create or allow its Invitees to create any nuisance to exist on the Licensed Space, impede or interfere with Licensor’s title, possession, or operation of the Licensed Space, or use the Licensed Space for any unlawful purpose.

Licensee and its Invitees shall not damage the Licensed Space and during the hours of its Permitted Use shall not negligently or intentionally allow the Licensed Space to be damaged. Licensee shall be responsible for all negligent acts and omissions of its employees and agents causing damage to the Licensed Space.

Should Licensee fail to comply with the provisions of this License, and Licensor incurs costs, expense or charges due to such failure to comply, Licensee agrees to be responsible for same to the extent permitted by law. Nothing herein constitutes a waiver of the sovereign immunity of the Commonwealth of Virginia.

This Section VI shall survive the termination or revocation of this License.

Section VII Operating Covenants of Licensee

A. Licensee shall immediately notify Licensor of any damage caused to the Licensed Space and provide Licensor any information in its possession indicating whether the damage was caused by Licensee’s Invitees or another party.

B. Licensee shall be responsible for handling all matters pertaining to any Invitee, including questions and complaints.

C. Licensee shall be responsible for security in or about the Licensed Space (it being understood that Licensor shall not have any responsibility for same) as well as replacement of any signs that are stolen, defaced or damaged, whether by vandalism or otherwise.

D. During the hours of Permitted Use, Licensee shall provide Licensor with operating procedures that set forth how it will conduct its operations at the Licensed Space, including scheduling, emergencies, security, responsibility and process for unclaimed, lost, damaged, and stolen personal property, and such other matters as the Licensor may require.

E. Licensee shall manage the Licensed Space in a way to encourage its Invitees to abide by the laws of the City of Richmond, the Commonwealth of Virginia and the United States Government in its use of the Licensed Space including but not limited to traffic laws and laws governing the use and parking of vehicles including buses, and any rules or regulations promulgated by the Virginia Department of Transportation or the Federal Department of Transportation.

F. Should Licensee become aware that Invitees are parking illegally or otherwise utilizing parking on Licensor's property outside the boundaries of the Licensed Space, it shall inform the Licensor or its designated agent. Upon the reasonable request of the Licensor, Licensee shall take all such reasonable steps within its control to control to prevent any such illegal parking.

G. Subject to the privacy rights of its Invitees, and such laws and regulations addressing such rights, upon request of Licensor, Licensee shall deliver to the requesting party any information in its possession related to the use of the Licensed Space and any information related this License Agreement, including but not limited to any information related to its Invitees and any information related to payments of the License Fee.

H. Upon the request of Licensor, Licensee's Invitees shall vacate the Licensed Space and ensure that its Invitees vacate the Licensed Space so that Licensor may use the Licensed Space for special events parking or any other use in its sole discretion. Licensee shall not be reimbursed for this time and will receive a 48 hour notice of it needing to be vacant.

I. Licensee shall install, maintain and operate an emergency phone system to serve the Licensed Space. Licensee shall maintain the emergency phone system so it is fully operational during the entirety of the Term.

Section VIII Delivery, Acceptance, and Surrender of Licensed Space

The Licensed Space is hereby made available to and accepted by the Licensee in "AS IS" condition. Licensee agrees to surrender the Licensed Space to Licensor at the end of the Term, if the License is not renewed, or upon revocation, in the same condition as when Licensee took possession at its sole cost and expense, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. Licensee agrees to remove, at its sole cost and expense, all signs or symbols placed on the Licensed Space by Licensee before redelivery of the Licensed

Space to Licensor upon termination of this License, and, at that time, to restore, at its sole cost and expense, the portion of the Licensed Space on which they were placed in the same condition as before their placement including the repair of any damages caused by said removal. This Section VIII shall survive the termination or revocation of this License.

Section IX
Posting of Signs, Awnings, or Marquees by Licensee

Licensee agrees that Licensee shall not construct or place, or permit to be constructed or placed, signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures on the Licensed Space unless approved by Licensor in its sole discretion. Any signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures placed on the Licensed Space shall comply with all federal, state and City laws rules and regulations governing the same, including but not limited to City zoning laws. Licensee agrees to remove, before surrender of the Licensed Space for any reason or upon request of Licensor, all signs, symbols, displays, advertisements, decorations, awnings, marquees, or structures placed on the Licensed Space, and to restore the portion of the Licensed Space on which they were placed to the same condition as before their placement, including the repair of any damages caused by said removal, all at its sole cost and expense. This Section IX shall survive the termination or revocation of this License.

Section X
Insurance

A. General Insurance Requirements

Licensee shall procure and maintain, at its own cost and expense, during the entire Term and for any other period it benefits under this License, the following types of insurance.

- (1) Worker's Compensation -- A policy complying with the requirements of the statutes of Commonwealth of Virginia (Virginia Code §§ 65.2 *et. seq.*) or an approved self-insurance program and such other jurisdiction(s) in which the work will be performed for insured or self-insured programs, and, where permissible by law, shall waive subrogation rights, including any formal insurance policy so endorsed stating the same

Worker's Compensation:	STATUTORY
Employer's Liability: Each Accident	\$1,000,000
Disease Policy Limits	\$1,000,000
Disease - Each Employee	\$1,000,000

If use of the Licensed Space by Licensee calls for any exposure or work to be performed which comes under the jurisdiction of the Federal Employers Liability Act, the contractor shall provide coverage for these requirements. Should the Licensee fail to provide the aforementioned coverage they shall to the extent permitted by law indemnify and hold Licensor harmless from any and all claims

arising out of these exposures; and pay any and all expenses arising from this contract.

- (2) Commercial General Liability -- Licensee shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The commercial general liability insurance maintained by the Lessee shall include the following coverage;

- Premises - Operations
- Contractual – This contract
- Property Damage / Fire Legal Liability
- Personal Injury
- Independent Contractors

The Limit of Liability shall be:

Bodily Injury (per person / occurrence)	\$1,000,000
Property Damage (per occurrence)	\$1,000,000

Or

Combined Single Limit per Occurrence	\$3,000,000
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If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$10,000,000 per policy year.

Licensee shall name the following as Additional Insureds:

Licensee shall be included as an additional insured with respect to all activities under this License and shall provide a valid certificate of insurance to Licensee.

- (3) Automobile Insurance -- Licensee shall provide a valid Certificate of Insurance listing the insurance coverage maintained. The business Automobile Insurance maintained by the Licensee shall include, at a minimum, the following coverage:

- Owned and Hired Automobiles
- Non-Owned or Leased Automobiles

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence	\$5,000,000
Property Damage per occurrence	\$5,000,000
or	
Combined Single Limit (CSL) per occurrence	\$10,000,000

If the insurance contract has a Limit of Liability Aggregate, the minimum Aggregate level shall be \$10,000,000 per policy year.

B. Special Provisions of Insurance Furnished by Licensee

- (1) Licensee shall forward to Lessor for approval a certificate, or certificates, issued by the insurance brokers authorized to issue on behalf of the insurer(s), of the insurance required under the foregoing provisions. Such certificate(s) shall be on an ACORD form, and shall list the various coverage's and limits. Insurance companies providing the coverage must be rated by A.M. Best and carry at least an "A-" rating. Licensee shall not materially adversely change or cancel such insurance policies, and they will be automatically renewed or replaced upon expiration and continued in full force and effect during the term of this License, unless Licensor is given thirty (30) days written notice by Licensee before any material adverse change or cancellation is made effective.
- (2) All insurance shall be procured from insurance or indemnity companies having an A.M. Best Rating of at least A-VII and authorized to do business in Commonwealth of Virginia. Licensor approval or failure to disapprove insurance furnished by the Licensee shall not release the Licensee of full responsibility for liability for damage and accidents.
- (3) If at any time the above required insurance policies should be canceled, terminated or materially adversely modified so that the insurance is not in full-force and effect as required herein, Licensor may, upon 20 days' notice, terminate this Lease for Default or obtain insurance coverage equal to that required herein, the full cost of which shall be charged to the Licensee and shall be reimbursed by Licensee to Licensor within thirty (30) days after written demand therefore.
- (4) Any contract of insurance naming Licensor or any of their departments, agencies, administrators or authorities, as an additional insured, shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that Licensor is not liable in tort by virtue of the fact of being governmental instrumentalities or public or quasi-public bodies.
- (5) Licensee shall keep the insurance required above in full force and effect at all times during the life of the contract. Certificates of Insurance shall be provided to Licensor within fourteen (14) days after License execution.

Section XI
Liability

A. Indemnification

To the extent permitted by law, and without waiving any defense of sovereign immunity, Licensee agrees to and shall indemnify, defend and hold harmless Licensor, its governing body members,

directors, agents and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability by or to any person or entity (collectively the “*Liabilities*”) arising out of, caused by, or resulting from acts or omissions of Licensee, its Invitees, its sub-lessees, their respective agents or anyone directly or indirectly employed by any of them in performing work or providing parking or other services under this License, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, so long as such Liabilities are not caused by the gross negligence or willful misconduct of a party indemnified hereunder (an “*Indemnity Event*”). Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this section, by an employee or Licensee, sub-lessee or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, sub-lessee under worker’s compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against Licensee arising out of or resulting from the acts of Licensee in performing work or providing services or providing parking under this License, Licensee shall promptly notify Licensor of such suit.

If any action at law or suit in equity is instituted by any third party against Licensor arising out of an Indemnity Event, Licensee shall be responsible for providing the indemnified party with counsel provided by Lessee. If Licensee has failed to provide insurance coverage to Licensor against such action as required herein or otherwise refuses to defend such action, Licensor shall have the right to conduct and control, through counsel of its choosing (and Licensee shall promptly reimburse Licensor for the full amount of any damages, including fees and expenses of counsel for Licensor, incurred in connection with any such action), the defense of any third party claim, action or suit, and may compromise or settle the same, provided that Licensor shall give the Licensee advance notice of any proposed compromise or settlement. Licensee shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to Licensor.

This Section XII shall survive the termination or revocation of this License.

Section XII Assignment or Sublease

Licensee agrees not to assign or sublicense the Licensed Space or any part thereof, or any right or privilege connected therewith, or allow any other person except Licensee’s Invitees to occupy the Licensed Space or any part of the Licensed Space, without Licensor’s prior written consent, which consent may be withheld in its sole discretion. Any consent by Licensor shall not be consent to a subsequent assignment, sublicense, or occupation by other persons. Licensee’s unauthorized assignment or sublicense shall be void, and further it shall terminate this License, at Licensor’s option.

Section XIII

Effect of Licensor's Waiver of Covenants

One party's waiver of breach of one covenant or condition of this License is not a waiver of a breach of other covenants or conditions, nor is it a waiver of a subsequent breach of the covenant or condition waived.

Section XIV Special Licensor Provisions

A. Agreement in Entirety

This License represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This License may be amended only by written instrument signed by both parties.

B. Breach of Contract

If either party shall fail, refuse or neglect to comply with the terms of this License, such failure shall be deemed a total breach of contract and the other party shall, in addition to all its rights set out herein, be entitled to all legal recourse and remedies by to the extent permitted by law.

The duties and obligations imposed by this License and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by either party shall constitute a waiver of any right or duty afforded under this License, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach hereunder, except as may be specifically agreed in writing.

C. Governing Law

This License shall be deemed to have been made in, and be construed in accordance with, the laws of the Commonwealth of Virginia. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this License, respecting its alleged breach, shall be instituted only in the General District or Circuit Court of Richmond, Virginia, as applicable.

D. Non-Discrimination

- (1) Civil Rights. Licensee agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; 49 U.S.C. § 5332; and 49 C.F.R. Part 21, and any other implementing requirements which the United States Department of Transportation (USDOT) and/or the Federal Transportation Administration ("FTA") have issued or may issue. These federal laws provide in part that no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity included in or resulting from this License.

- (2) Americans With Disabilities Act (ADA). Licensee agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990(ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any other implementing requirements which the USDOT and/or the FTA have issued or may issue. These federal laws provide in part that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity included in or resulting from this License.
- (3) Equal Employment Opportunity. Licensee agrees to comply with all equal employment opportunity (EEO) provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e; 49 U.S.C. §5332; and any other implementing requirements which the USDOT and/or the FTA have issued or may issue. Licensee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Licensee agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. Environmental and Hazardous Materials; Firearms

The parties shall not intentionally, knowingly, or negligently cause or permit the escape, disposal or release of any chemical, biologically active or other hazardous substances or materials. The parties shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or in compliance with the prevailing standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into or onto the Licensed Space any such materials or substances except to use in the ordinary course of activities permitted hereunder. The parties covenant and agree that the Licensed Space will at all times during Licensee's use or occupancy thereof be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all environmental, state, federal, City and other governmental and regulatory authorities, agencies and bodies applicable to the Licensed Space.

The parties shall comply with all federal, state, and local laws and regulations regarding the possession and use of firearms and weapons.

F. Severability

If any clause or provision of this License is declared to be invalid by any court of competent jurisdiction, then and in that event, the remaining provisions hereof shall remain in force. In lieu of each clause or provision of this License that is illegal, invalid, or unenforceable, there shall be added as a part of this License, a clause or provision as similar in terms to such illegal,

invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

G. No Recordation

Licensee acknowledges and agrees that this License may not be recorded in any land records of any City or County without the prior written consent of Licensor.

H. Subordination

Without the necessity of any additional document being executed by Licensee for the purpose of effecting a subordination, this License shall be subject and subordinate at all times to all applicable easements, underlying leases and to the lien of any mortgages or deed of trust now or hereafter placed on, against or affecting the Licensed Space, Licensor's interest in the Licensed Space or any underlying lease or easement.

I. Authority

Except as specifically otherwise set forth in this License, the City's Chief Administrative Officer or the designee thereof may provide any authorization, approvals, and notices contemplated herein on behalf of Licensor.

Section XV
Notices

Notices given pursuant to the provisions of this License, or necessary to carry out its provisions, shall be in writing and delivered personally to, mailed by certified or registered mail return receipt requested to, or sent by nationally recognized commercial overnight delivery service to:

Licensor:
City of Richmond
Attention: Lynne Lancaster, Parking Administrator
900 East Broad Street City Hall, Room 707
Richmond, VA 23219

with a copy to:

City of Richmond
Attention: City Attorney
900 East Broad Street City Hall, Room 300
Richmond, VA 23219
Office: 804-646-7940
Fax: 804-646-5743

Licensee:
Richmond Redevelopment & Housing Authority
Attention:

Richmond, VA
Office: 804-

with a copy to:

Richmond Redevelopment & Housing Authority
Attention: General Counsel
600 E. Broad Street
Richmond, VA 23219

Section XVI
Authority

The parties hereby expressly agree, guarantee, and warranty that the signatory below is lawfully authorized to enter into this agreement on behalf of the respective party.

(Signature Pages to Follow)

IN WITNESS WHEREOF, each of Licensor and Licensee has caused this instrument to be executed on its behalf by officials duly authorized therefore.

**RICHMOND REDEVELOPMENT &
HOUSING AUTHORITY political subdivision of
the COMMONWEALTH OF VIRGINIA, as
Licensee**

By: _____

Title:

Date: _____

CITY OF RICHMOND, as Licensor

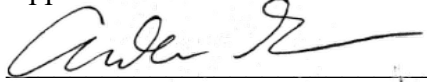
By: _____

J.E. Lincoln Saunders

Title: Chief Administrative Officer

Date: _____

Approved as to form:



Assistant City Attorney

Approved as to terms:

Lynne Lancaster

Parking Administrator