



Municipality of Princeton

*Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496*

*Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027*

ROBERT V. KISER, P.E.
Director of Engineering

MEMORANDUM

To: Robert Bruschi, Administrator
From: Deanna Stockton, P.E., Assistant Engineer
Date: April 2, 2013
Re: **Princeton University License
Franklin Avenue Parking Lot**

Attached herewith is a license agreement with Princeton University for use of a portion of their Franklin Avenue parking lot for a one-year period. The Municipality will have the right to park a maximum of 64 personal and municipal vehicles in the Franklin Avenue lot, across the street from the former hospital, until March 31, 2014. This arrangement will provide some relief for the parking demands on the Witherspoon Street (Community Park Pool) parking lot, especially during the pool season. Princeton University and the Municipality's Counsel have reviewed the attached license and their comments are incorporated in this final agreement.

Princeton Council's consideration in approving the 2013 license agreement at their April 8th Council meeting is appreciated.

If you have any questions please contact either me or Ben Stentz, Executive Director of Recreation.

Deanna Stockton

Deanna Stockton, P.E., Assistant Engineer

DLS/cc

c: Linda McDermott, Municipal Clerk
Edwin W. Schmierer, Township Attorney
Captain Nicholas Sutter
Sgt. Thomas R. Murray, Traffic Safety Officer
Ben Stentz, Director of Recreation
Anton Lahnston, T&T Committee
T&T Subcommittee
Rosanna Roberto, Bookkeeper/Secretary

LICENSE

IT IS AGREED this ___ day of _____ 2013 by and between THE TRUSTEES OF PRINCETON UNIVERSITY, Princeton, New Jersey, a not-for-profit educational corporation hereinafter referred to as "Licensor" and the MAYOR AND COUNCIL OF PRINCETON, a municipal corporation of the State of New Jersey located in the County of Mercer, hereinafter referred to as the "Licensee."

WHEREAS, the Licensor wishes to License to the Licensee a certain area of land located on Franklin Street for the use by the Licensee of 64 parking spaces (64 standard and 0 handicap accessible).

NOW, THEREFORE and in consideration of the mutual promises, covenants, agreements and undertakings of the parties as hereinafter set forth, Licensor and Licensee hereby agree as follows:

1. The Licensor hereby Licenses to the Licensee that certain area situated on Franklin Street, Princeton, Mercer County, New Jersey, being a portion of Block 21.04, Lot 27 in Princeton ("the License Premises") and as described on the attached map entitled "Franklin Ave. Parking Lot," dated August 6, 2012, which map is made a part of this License.
2. This License is for a period of one year (1) beginning on April 1, 2013 and continuing hereinafter until March 31, 2014 unless soon terminated by either party with two months written notice.
3. In consideration of this License, the Municipality shall pay to the University \$1.00 for the one year term.
4. The Licensed Premises shall be used for parking personal vehicles by municipal employees during normal business hours, including weekends during pool season. Overnight and on weekends, the Licensed Premises may be used for parking of municipal cars and standard-size trucks, not including municipally-owned construction, repair and maintenance equipment, and for no other use whatsoever;
5. In consideration of the License of the Premises, the Licensee agrees as follows:
 - a. To pay or cause to be paid to the Licensor the consideration above reserved during the term of this License or any extension thereto;
 - b. To comply with the regulations and requirements of any governmental body exercising control over the Licensed Premises; to police the lot and enforce the regulations for appropriate use;

- c. To pay to the Licensor, if any damage is done to the property of the Licensor on or adjoining the Licensed Premises by the occupancy or use thereof by the Licensee, the cost of repairing or replacing damaged property;
- d. To maintain and keep in force at Licensee's expense the following minimum insurance coverage:
 - i. Workers Compensation Statutory
 - ii. Employer's Liability \$500,000
 - iii. Commercial General Liability, to include:
 - 1. Contractual;
 - 2. Premises Operations;
 - 3. Products and Completed Operations;
 - 4. Independent Contractors/Vendors and Personal Injury;
 - 5. Bodily Injury and Property Damage;

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000
 - iv. Automobile Liability: Combined Single Limit \$1,000,000
 - v. All policies shall be underwritten by a carrier rated at least "A-" in Best's Key Rating Guide. "The Trustees of Princeton University, including its officers, employees and agents" shall be named as additional insured in the General Liability policy specified above. Certificate(s) evidencing the above insurance coverages—with a statement that Licensor is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force—shall be sent to Licensor's Risk Management Department, 701 Carnegie Center, Suite 439, Princeton, NJ 08540, before Licensee's use begins.
- e. Not to assign this License nor sublet the Licensed Premises or any part thereof without the written consent of the Licensor;
- f. Upon the expiration or termination of the License, the Licensee shall yield up and surrender possession of the Licensed Premises to the Licensor, in as good condition as the same may be at the commencement of letting, wear and tear arising from reasonable use of the same and damage by the elements excepted.
- g. To provide debris, leaf and snow removal services, as needed.
- h. Licensor shall not be responsible for stolen or damaged property, or personal injury that may occur as a result of this License.

6. In consideration of the Licensed Premises, the Licensor, for itself, its successors and assigns, covenants and agrees that the Licensee upon paying the consideration and upon performing the covenants and agreements further contained herein, shall and may at all times during the term hereof, peacefully and quietly have, hold and enjoy the Licensed Premises without suit, hindrance of or from the Licensor, its successors or assigns.
7. Notices required to be sent hereunder shall be sent by certified mail, return receipt requested, as to Licensor at:

Director of the Office of Real Estate Development
Macmillan Building, Princeton University
Princeton, New Jersey 08544
With a copy to:

Office of the General Counsel
693 Alexander Road
Princeton, New Jersey 08540
Attention: Hannah S. Ross, Esq.

and to:

Director of the Office of Community & Regional Affairs
Princeton University
22 Chambers Street, Suite 101
Princeton, New Jersey 08542

And as to Licensee:

Princeton Municipal Clerk
400 Witherspoon Street
Princeton, New Jersey 08540

or to such other person or office as the parties shall designate from time to time.

IN WITNESS WHEREOF, the parties hereto have set their corporate seals and caused these presents to be executed by their respective proper officers as of the day and year first above written.

Witness:

THE TRUSTEES OF PRINCETON
UNIVERSITY, Licensor

Michael E. McKay
Vice President for Facilities

Attest:

THE MAYOR AND COUNCIL OF
PRINCETON, Licensee

Linda McDermott
Municipal Clerk

Liz Lempert
Mayor