DOWNTOWN PARKING PLAN

TOWN OF BRATTLEBORO

SUBMITTED ON THE 23RD DAY OF APRIL, 2018

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BRATTLEBORO DOWNTOWN PARKING PLAN

PREPARED FOR THE PLANNING SERVICES DEPARTMENT

FUNDED BY A MUNICIPAL PLANNING GRANT AWARDED BY THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

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1. Executive Summary

The following report was funded by a Municipal Planning Grant awarded by the Department of Housing and Community Development.

For the purposes of this analysis, downtown Brattleboro was defined as the area south of Terrace Street, the Windham County Superior Court building, and Williston Street; west of the Connecticut River; east of Main Street by roughly 450 feet unless otherwise defined; and north of the southern edge of the Marlboro College Graduate School campus. Within this area, there currently 2,314 parking spaces, of which 48% are owned by a public agency and 52% are held by private parties. The most utilized public parking assets, the 194 space that make up all of the curbside (e.g. on-street) parking in the area account for only 8% of the total supply but are consistently highly utilized.

DESMAN did not identify any large immediate parking shortages within downtown. Overall utilization across the area peaked at 71% of effective capacity on a typical weekday and 60% on a typical Saturday during field observations. Of course, there were occasions when particular facilities or block faces within the down became full during the course of field observations, but when this occurred there was always available capacity within a block of the shortfall. DESMAN did note that the curbside spaces along Main Street between Grove and Elliot Streets were always highly utilized and did occasionally fill up, as did the Harmony Lot, but time studies indicated limited their stays to two hours or less and the spaces in these areas turned over 4-5 times in a typical day.

Projections of demand assuming absorption of current vacant space and introduction of known potential developments in downtown indicated that conditions in individual blocks could become exacerbated, but there would still be plenty of parking supply in the future.

A survey of downtown shoppers, diners, visitors, employees, and residents highlighted a number of issues regarding service aspects of the current parking system, including the current meters inability to accept payment beside coins, the lack of facilities to support alternative transportation, the availability of parking near popular destinations, parking enforcement, and the price of parking. Similar comments were raised during the eleven stakeholder meetings and three public forums conducted as part of this study.

To address the most immediate concerns, DESMAN recommended the following actions:

- Replace existing meters and kiosks with modern units which accept debit/credit card payments and payment by cell phone.
- Negotiate shared use agreements with private property owners to make underutilized parking facilities in downtown available to other users when not in use.
- Install signage outside publicly owned assets that are reserved for permit holders only during the day to make these facilities open the general public during off-hours.
- Manipulate pricing in overused and underused public facilities to create small shifts in demand patterns that balance out utilization within the downtown.
- Expand the 'parking' page on the Town's website to provide more information about parking and transportation options in Brattleboro.

2. INTRODUCTION

The Town of Brattleboro VT contracted DESMAN to conduct a comprehensive parking study of their downtown. This was funded by a Municipal Planning Grant awarded by the Department of Housing and Community Development. *Figure 1* represents the outlined study area.

Figure 1: Study Area Blocks

3. Parking Supply

The downtown study area was divided into thirteen blocks, and detailed inventory of each block's existing parking assets was created accounted for. Parking facilities were inventoried and identified as on-or-off street, and public or private. There are 2,314 total parking spaces within the defined study area. A detailed inventory is presented in Table 1 on the next page.

Parking facilities were categorized as *On-Street* or *Off-Street*. **On-Street** facilities were curbside parking spaces, largely aligned parallel to the street, accessible to the general public and typically subject to some form of assigned time limit and/or a fee-for-service requirement administered by a parking meter. All on-street spaces were assumed to be universally accessible by members of the general public, unless otherwise reserved.

Off-Street facilities were surface parking lots and parking structures (e.g. garages) which may be publicly or privately owned. Facilities owned by the Town of Brattleboro, the State of Vermont, or another public agency were considered publicly owned; all other facilities were assumed to be privately owned. Publicly owned off-street facilities were further designated at *public/private* if they were owed by a public agency but reserved for an exclusive clientele. *Public/public* facilities were owned by a public agency and available for use by any member of the general public.

Publicly owned parking spaces account for 48% of the total parking supply (2,314 spaces) with On-Street spaces accounting for 8% of the total parking supply, Public/Private facilities hold 9% of the total supply, and Public/Public facilities contain 31% of the total supply. Private parking facilities provided 52% of the total supply in downtown, as shown in Figure 2.

Figure 2: Distribution of Parking Inventory by Category

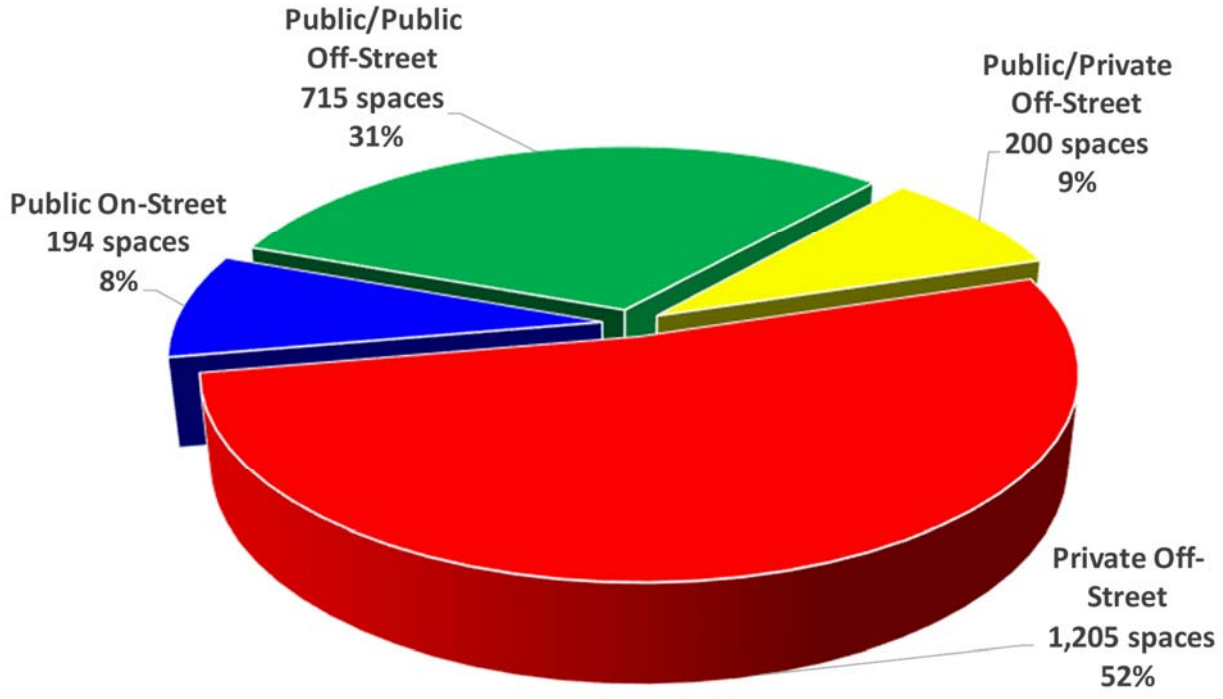


Table 1: Downtown Parking Supply Inventory

			OFF-STREET FACILITIES				ON-STREET FACILITIES								
BLK #	NAME/DESCRIPTION	TYPE	General	Reserved	H/C	*Subtotal*	15-Min (free)	2-Hours (free)	Special Purpose	No Limits	30-Min Mtrs	2-Hour Mtrs	H/C	*Subtotal*	GRAND TOTAL
1	Windham Superior Court	Public/Private Lot	36		2	*38*								*0*	**38**
2	Putney Road Market	Private Lot	4			*4*								*0*	**4**
2	Courthouse Gulf	Private Lot	24			*24*								*0*	**24**
2	Dead River Company	Private Lot	10	12		*22*								*0*	**22**
2	Youth Services Lot	Private Lot	14			*14*								*0*	**14**
2	St. Micheal School Lot	Private Lot	62			*62*								*0*	**62**
2	Walnut Street (Putney to Terrace)	Public On-Street				*0*	1	7				4		*12*	**12**
3	Brattleboro Savings & Loan	Private Lot	47		3	*50*								*0*	**50**
3	TD Bank Lot	Private Lot	44		4	*48*								*0*	**48**
3	AWR Associates	Private Lot	3		1	*4*								*0*	**4**
3	St. Michael's Church	Private Lot	3			*3*								*0*	**3**
3	The Richards Group Lot	Private Lot	63			*63*								*0*	**63**
3	Walnut Street (Putney to Terrace)	Public On-Street				*0*	2							*2*	**2**
3	Putney Rd (Harris to Walnut)	Public On-Street				*0*						5		*5*	**5**
4	Residential Lot 31 Grove St	Private Lot	5			*5*								*0*	**5**
4	Municipal Building Mixed Lot	Public/Private Lot	33		1	*34*								*0*	**34**
4	Municipal Building Permit Lot	Public/Private Lot	48		2	*50*								*0*	**50**
4	Municipal Building Public Lot	Public/Public	27		1	*28*								*0*	**28**
4	State Office Permit Lot	Public/Private Lot	23	5		*28*								*0*	**28**
4	American Legion Lot	Private Lot	31	15	4	*50*								*0*	**50**
4	Grove Street (Main to 51 Grove)	Public On-Street				*0*					5			*5*	**5**
4	Main Street (Williston to Grove)	Public On-Street				*0*						12		*12*	**12**
5	High Grove Lot	Public/Public	120	5	3	*128*								*0*	**128**
5	US Post Office	Public/Private Lot	44		2	*46*								*0*	**46**
5	Brattleboro Historic Center	Private Lot	5			*5*								*0*	**5**
5	First Baptist Church Permit Lot	Private Lot	12			*12*								*0*	**12**
5	Private Lot- 178 Main St	Private Lot		30		*30*								*0*	**30**
5	High Street (Main to 29 High)	Public On-Street				*0*						5		*5*	**5**
5	Main Street (Grove to High)	Public On-Street				*0*					4	10		*14*	**14**
6	Fair Point Lot	Private Lot		18		*18*								*0*	**18**
6	Harris Lot	Public/Public	62		2	*64*								*0*	**64**
6	Senior Center Permit Lot	Private Lot	23	1	2	*26*								*0*	**26**
6	Community Bank Lot	Private Lot	8		1	*9*								*0*	**9**
6	Congregational Church Lot	Private Lot	14	2	1	*17*								*0*	**17**
6	Key Bank Lot	Private Lot	8		1	*9*								*0*	**9**
6	Main Street (High to Harris)	Public On-Street				*0*						7		*7*	**7**
7	Lot behind 143 Main Street	Private Lot	20			*20*								*0*	**20**
7	Private Lot behind Ruggles& Hunt	Private Lot	4			*4*								*0*	**4**
7	Whetstone Station	Private Lot	19			*19*								*0*	**19**
7	Main Street (High to Bridge)	Public On-Street				*0*						18		*18*	**18**
8	Brattleboro Shrine Club	Private Lot	17			*17*								*0*	**17**
8	40 High Street Lot	Private Lot	14			*14*								*0*	**14**
8	Harmony Lot Public Lot	Public/Public	85	27	4	*116*								*0*	**116**
8	High Street (Retting Place to Main)	Public On-Street				*0*						11		*11*	**11**
8	Church Street (Elliot to Green)	Public On-Street				*0*				3				*3*	**3**
8	Main Street (High to Elliott)	Public On-Street				*0*						12		*12*	**12**
9	Fire Department	Public/Private Lot	4			*4*								*0*	**4**
9	Spring Street Lot	Private Lot	15			*15*								*0*	**15**
9	Samuel Elliot Apartments	Private Lot	16		1	*17*								*0*	**17**
9	135 Elliot Street Residences Lot	Private Lot	15		1	*16*								*0*	**16**
9	Spring Street (Green to School)	Public On-Street				*0*				10				*10*	**10**
10	TJ Buckley's	Private Lot	10			*10*								*0*	**10**
10	118 Elliot Lot	Private Lot	7		1	*8*								*0*	**8**
10	Transportation Center Garage	Public/Public	242	40	12	*294*								*0*	**294**
10	Biologic Lot	Private Lot	13			*13*								*0*	**13**
10	Elliot Street (Elm to Main)	Public On-Street				*0*						15		*15*	**15**
10	Flat Street (Elm to Main)	Public On-Street				*0*			3					*3*	**3**
11	Elm Street Permit Lot	Private Lot	43			*43*								*0*	**43**
11	New England Youth Theater	Private Lot	47		2	*49*								*0*	**49**
11	C.F. Church Building Lot	Private Lot	51	7	2	*60*								*0*	**60**
11	Preston Public Lot	Public/Public	53		2	*55*								*0*	**55**
11	Latchis Hotel	Private Lot	21		1	*22*								*0*	**22**
11	Co-Op Lot	Private Lot	106		6	*112*								*0*	**112**
11	Flat Street (Elm to Main)	Public On-Street				*0*		7				15		*22*	**22**
11	Canal Street (Main to Elm)	Public On-Street				*0*		34				4		*38*	**38**
12	10 Canal Street Residential Lot	Private Lot	16		3	*19*								*0*	**19**
12	Holstein Association	Private Lot	7	24	2	*33*								*0*	**33**
12	15 Reed Street	Private Lot	19			*19*								*0*	**19**
12	Holstein Association Permit Lot	Private Lot	27			*27*								*0*	**27**
12	Reed Street Lots	Private Lot	28			*28*								*0*	**28**
13	Union Station Lot	Private Lot	30			*30*								*0*	**30**
13	Depot Street Lot	Public/Public	28		2	*30*								*0*	**30**
13	Brattleboro Museum Art Center	Private Lot	5		2	*7*								*0*	**7**
13	Marlboro College Graduate School	Private Lot	102	21	5	*128*								*0*	**128**
Total			**1,837**	**207**	**76**	***2,120***	**3**	**48**	**3**	**13**	**9**	**118**	**0**	***194***	**2,314**

Source: *DESMAN*

On-Street Inventory

The on-street parking supply is comprised of 194 spaces as detailed in Table 2 on the following page.

Figure 2: On-Street Parking Inventory (Locations)

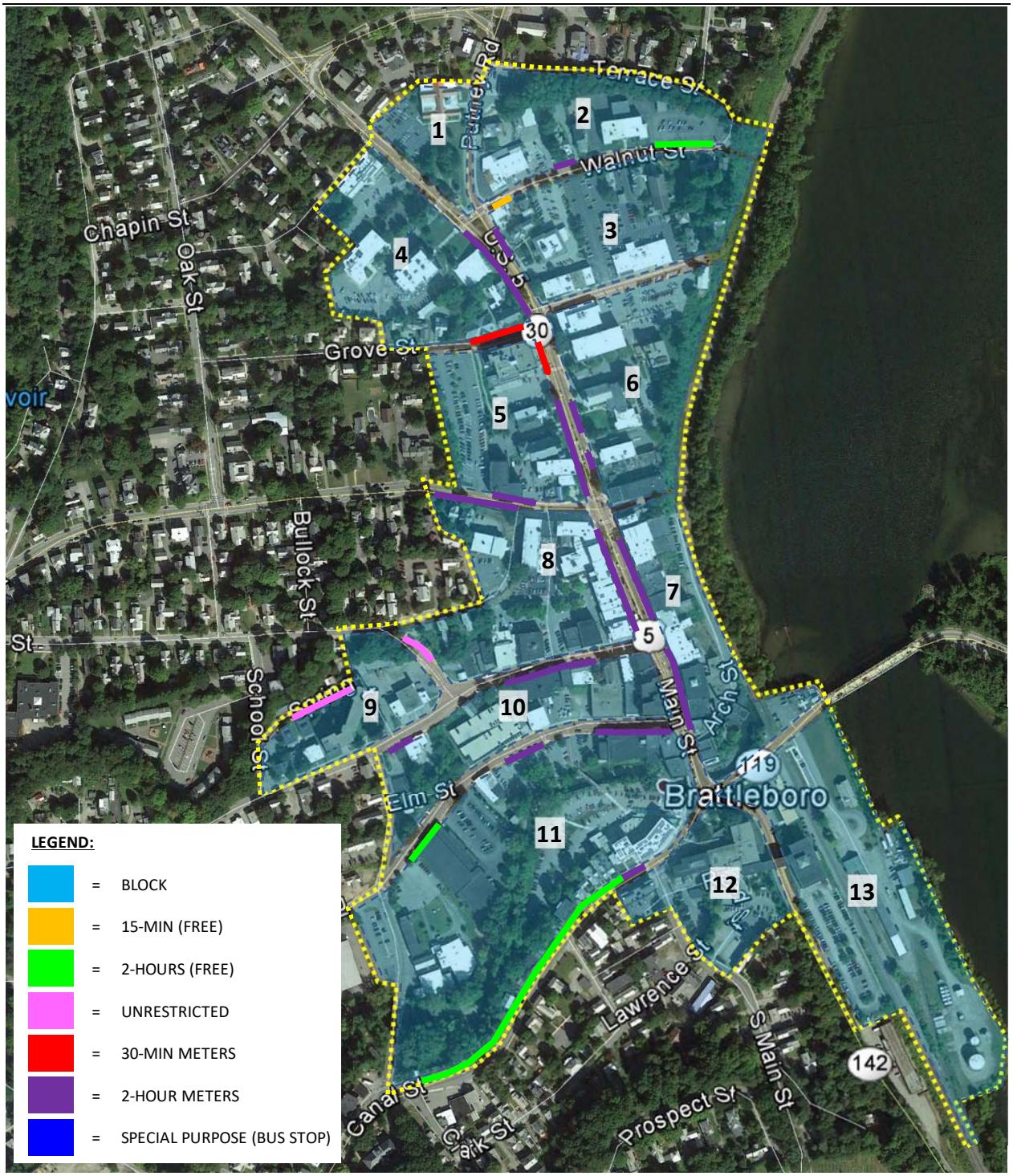


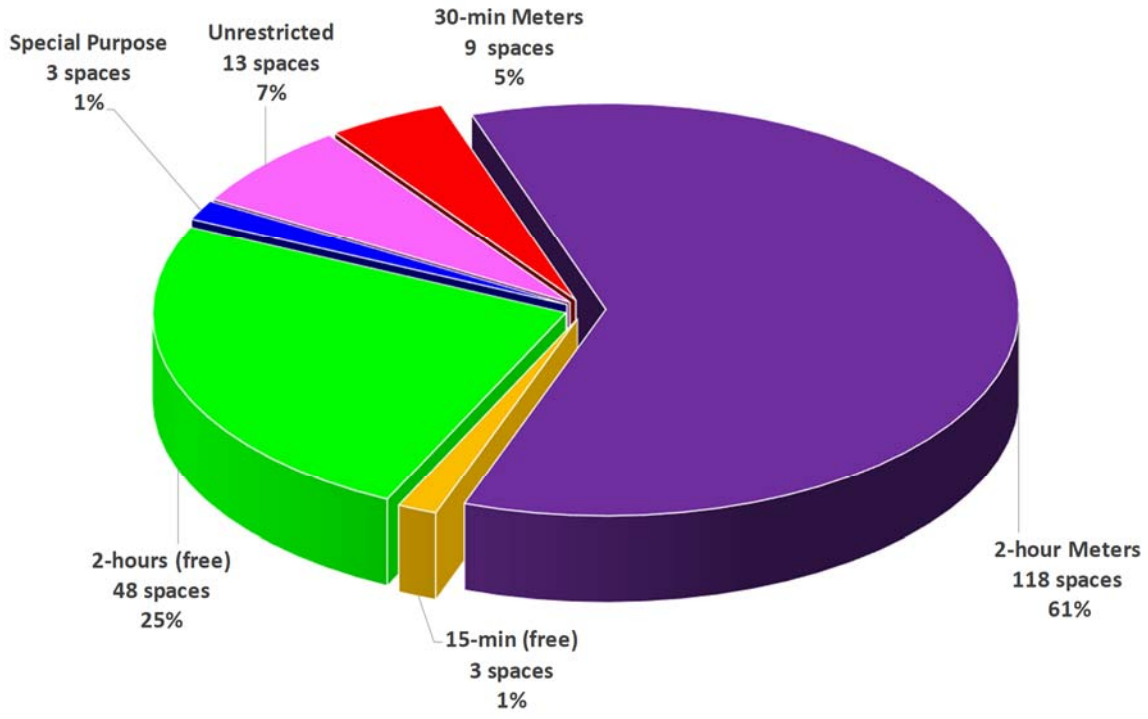
Image Source: *Google Earth*

Table 2: On-Street Inventory (Detail)

BLOCK #	NAME/DESCRIPTION	CAPACITY 15-Min (free)	2-Hours (free)	Special Purpose	No Limits	30-Min Meters	2-Hour Meters	H/C	Total
2	Walnut Street (Main to Terrace)	1	7				4		12
3	Walnut Street (Main to Terrace)	2							2
3	Putney Rd (Harris to Walnut)						5		5
4	Grove Street (Main to 51 Grove)					5			5
4	Main Street (Williston to Grove)						12		12
5	High Street (Main to 29 High)						5		5
5	Main Street (Grove to High)					4	10		14
6	Main Street (High to Harris)						7		7
7	Main Street (High to Bridge)						18		18
8	High Street (Retting Place to Main)						11		11
8	Church Street (Elliot to Green)				3				3
8	Main Street (High to Elliott)						12		12
9	Spring Street (Green to School)				10				10
10	Elliot Street (Elm to Main)						15		15
10	Flat Street (Elm to Main)			3					3
11	Flat Street (Elm to Main)		7				15		22
11	Canal Street (Main to Elm)		34				4		38
Total		**3**	**48**	**3**	**13**	**9**	**118**	**0**	**194**

As shown in Figure 3, almost two-thirds (61%) of the on-street inventory consists of two-hour metered spaces that occupy most of Main Street. This is consistent with the location many local businesses downtown providing quick and convenient access. Small pockets (5%) of 30-minute spaces are located in front of business with a quick turnaround time, for example four 30-minute meters located outside the Post Office. The remainder of spaces are subject to some type of time restrictions, with the exception of a handful of unrestricted spaces in areas on the edge of downtown and bus parking along Flat Street.

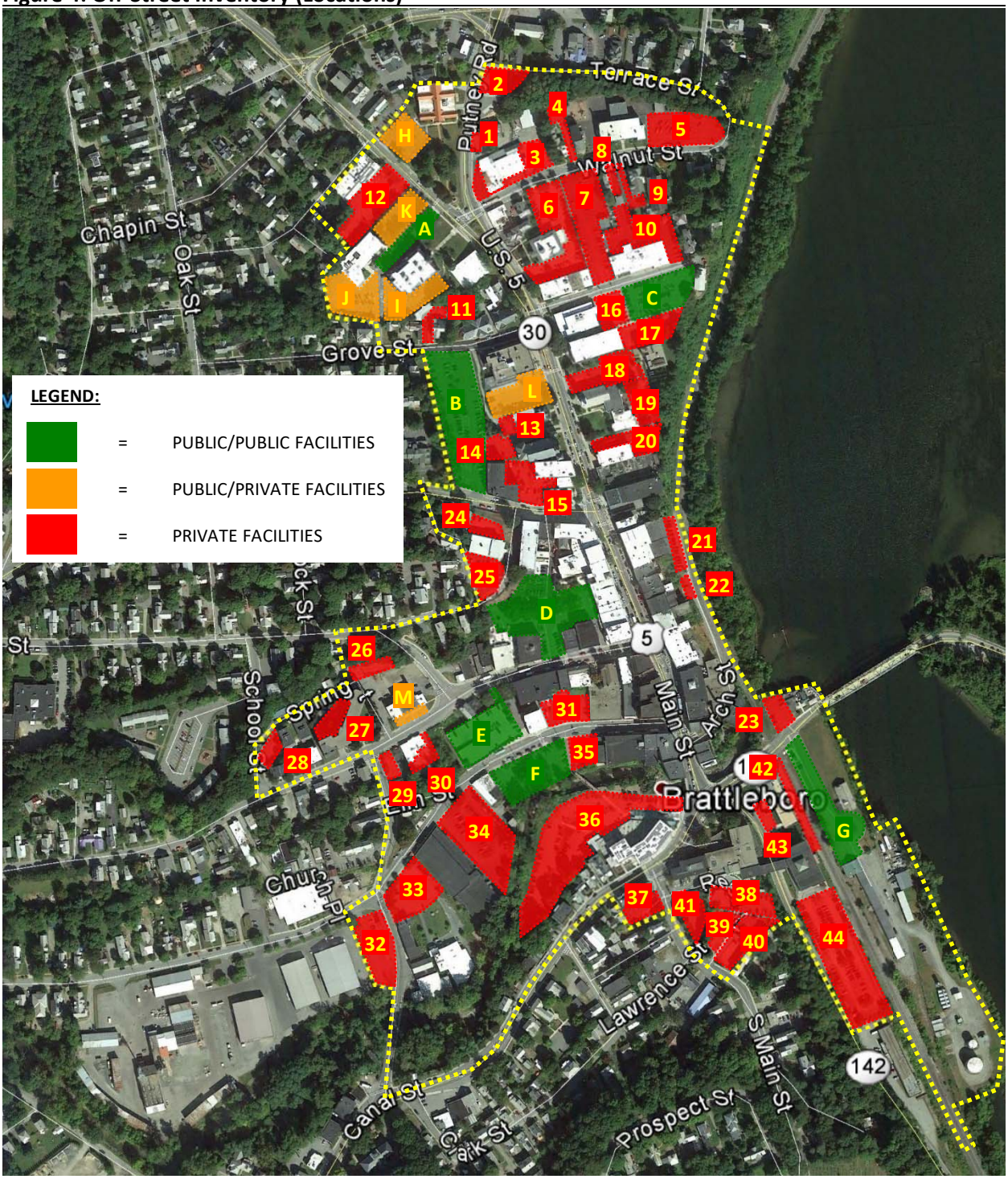
Figure 3: Distribution of On-Street Inventory by Type



Off-Street Inventory

There were a total of 12 publicly owned facilities and 44 privately owned facilities within the study area containing 2,120 parking spaces as shown in Figure 4.

Figure 4: Off-Street Inventory (Locations)



DESMAN inventoried a total of 715 spaces in seven public/public facilities – one garage and six lots - defined as those facilities owned by a public agency and open to the general public. These spaces represented roughly 34% of the off-street parking supply and are shown in Table 3.

Table 3: Public/Public Off-Street Parking Inventory

			CAPACITY			
ID	**NAME/DESCRIPTION**	**TYPE**	**General**	**Reserved**	**H/C**	**Total**
A	Municipal Building Public Lot	Public/Public	27		1	28
B	High Grove Lot	Public/Public	120	5	3	128
C	Harris Lot	Public/Public	62		2	64
D	Harmony Lot Public Lot	Public/Public	85	27	4	116
E	Transportation Center Parking Garage	Public/Public	242	40	12	294
F	Preston Public Lot	Public/Public	53		2	55
G	Depot Street Lot	Public/Public	28		2	30
TOTAL			**617**	**72**	**26**	**715**

Public/private facilities, those owned by a public agency but reserved for exclusive use by one group, accounted for another 200 spaces across five lot as shown in Table 4.

Table 4: Public/Private Off-Street Parking Inventory

			CAPACITY			
ID	**NAME/DESCRIPTION**	**TYPE**	**General**	**Reserved**	**H/C**	**Total**
H	Windham Superior Court	Public/Private Lot	36		2	38
I	Municipal Building Mixed Lot*	Public/Private Lot	33		1	34
J	Municipal Building Permit Lot	Public/Private Lot	48		2	50
K	State Office Permit Lot	Public/Private Lot	23	5		28
L	US Post Office	Public/Private Lot	44		2	46
M	Fire Department	Public/Private Lot	4			4
TOTAL			**188**	**5**	**7**	**200**

* Formerly set aside for Police Vehicles only. Now a permit facility w/ 3 spaces for general public use.

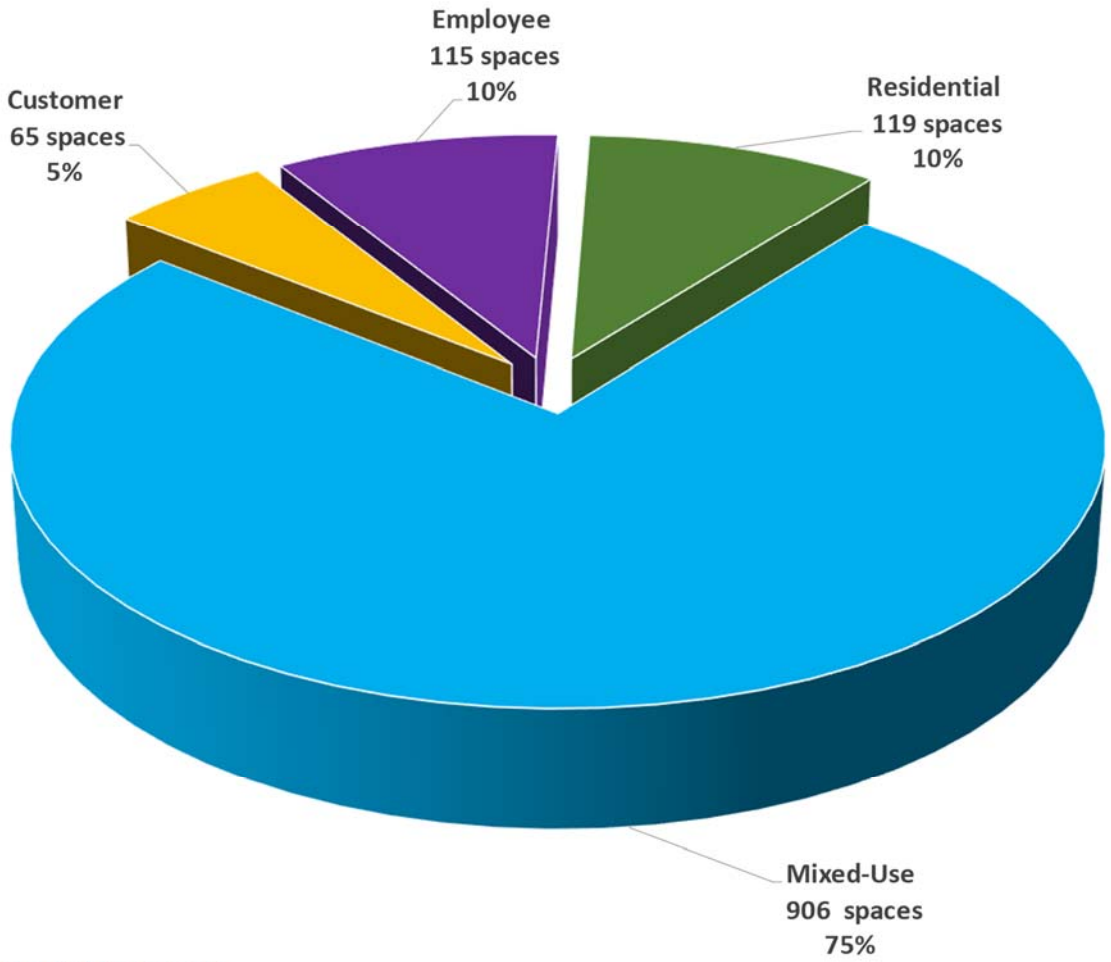
DESMAN inventoried a total of 1,205 spaces in 44 private, off-street facilities as shown in Table 5, next page, which accounted for the remainder (57%) of the off-street parking supply.

Private spaces were further categorized as serving primarily residents, customers, employees or 'mixed-use' indicating multiple users according to signage posted within or adjacent to each facility, user interviews, or discrete observation. Only 5% (65 spaces) of the private off-street parking supply was allocated to customers, while only 10% (115 spaces) was set aside for employee parking. Another 10% (119 spaces) was allocated for exclusive use by downtown residents, while the remaining 65% (906 spaces) served a mix of users.

Table 5: Private Off-Street Parking Inventory

ID	NAME/DESCRIPTION	TYPE	USER	CAPACITY General	Reserved	H/C	Total	Block Total
1	Putney Road Market	Private Lot	Mixed-Use	4			4	
2	Courthouse Gulf	Private Lot	Mixed-Use	24			24	
3	Dead River Company	Private Lot	Mixed-Use	10	12		22	126
4	Youth Services Lot	Private Lot	Mixed-Use	14			14	
5	St. Micheal School Lot	Private Lot	Mixed-Use	62			62	
6	Brattleboro Savings & Loan	Private Lot	Mixed-Use	47		3	50	
7	TD Bank Lot	Private Lot	Mixed-Use	44		4	48	
8	AWR Associates	Private Lot	Mixed-Use	3		1	4	168
9	St. Michael's Church	Private Lot	Employee	3			3	
10	The Richards Group Lot	Private Lot	Mixed-Use	63			63	
11	Residential Lot 31 Grove St	Private Lot	Residential	5			5	55
12	American Legion Lot	Private Lot	Mixed-Use	31	15	4	50	
13	Brattleboro Historic Center	Private Lot	Mixed-Use	5			5	
14	First Baptist Church Permit Lot	Private Lot	Mixed-Use	12			12	47
15	Private Lot- 178 Main St	Private Lot	Mixed-Use		30		30	
16	Fair Point Lot	Private Lot	Employee		18		18	
17	Senior Center Permit Lot	Private Lot	Customer	23	1	2	26	
18	Community Bank Lot	Private Lot	Mixed-Use	8		1	9	79
19	Congregational Church Lot	Private Lot	Mixed-Use	14	2	1	17	
20	Key Bank Lot	Private Lot	Mixed-Use	8		1	9	
21	Lot behind 143 Main Street	Private Lot	Employee	20			20	
22	Private Lot behind Ruggles & Hunt	Private Lot	Employee	4			4	43
23	Whetstone Station	Private Lot	Mixed-Use	19			19	
24	Brattleboro Shrine Club	Private Lot	Mixed-Use	17			17	31
25	40 High Street Lot	Private Lot	Mixed-Use	14			14	
26	Spring Street Lot	Private Lot	Residential	15			15	
27	Samuel Elliot Apartments	Private Lot	Residential	16		1	17	48
28	135 Elliot Street Residences Lot	Private Lot	Residential	15		1	16	
29	TJ Buckley's	Private Lot	Customer	10			10	
30	118 Elliot Lot	Private Lot	Mixed-Use	7		1	8	31
31	Biologic Lot	Private Lot	Mixed-Use	13			13	
32	Elm Street Permit Lot	Private Lot	Employee	43			43	
33	New England Youth Theater	Private Lot	Mixed-Use	47		2	49	
34	C.F. Church Building Lot	Private Lot	Mixed-Use	51	7	2	60	286
35	Latchis Hotel	Private Lot	Customer	21		1	22	
36	Co-Op Lot	Private Lot	Mixed-Use	106		6	112	
37	10 Canal Street Residential Lot	Private Lot	Residential	16		3	19	
38	Holstein Association	Private Lot	Mixed-Use	7	24	2	33	
39	15 Reed Street	Private Lot	Residential	19			19	126
40	Holstein Association Permit Lot	Private Lot	Employee	27			27	
41	Reed Street Lot	Private Lot	Residential	28			28	
42	Union Station Lot	Private Lot	Mixed-Use	30			30	
43	Brattleboro Museum Art Center	Private Lot	Customer	5		2	7	165
44	Marlboro College Graduate School	Private Lot	Mixed-Use	102	21	5	128	
TOTAL				**1,032**	**130**	**43**	**1,205**	

Figure 5: Distribution of Private Off-Street Inventory by Segment



Effective Parking Supply

Effective Parking Supply is a planning concept which proposes that a parking facility is perceived as being full before it actually reaches capacity for example, curbside parking that is 85% of more utilized appears full to the casual observer, even if a space may be available, given the difficulty in locating that space while piloting a vehicle and watching out for other motorists and pedestrians. The effective supply is also used to accommodate conditions which may temporarily reduce the capacity of a facility, such as snow cover or a misparked vehicle occupying multiple spots. As a best planning practice, the effective supply is used as benchmark to test parking adequacy of observed conditions and assure that future developments have adequate parking to accommodate all anticipated conditions.

For this analysis, DESMAN applied a reduction factor of 10% to the general parking spaces in all off-street facilities. Reserved and handicapped spaces were not subject to adjustment for effective supply as these spaces service a select user group which is generally aware of where available capacity may be located. For on-street spaces, DESMAN applied a 15% factor to adjust capacity for effective parking supply. The net result of these adjustments was a reduction of the total inventory from 2,314 spaces to 2,115 spaces as shown on the following page in Table 6.

Table 6: Effective Parking Supply

			OFF-STREET FACILITIES				ON-STREET FACILITIES								
BLK #	NAME/DESCRIPTION	TYPE	General	Reserved	H/C	*Subtotal*	15-Min (free)	2-Hours (free)	Spec. Purpose	No Limits	30-Min Mtrs	2-Hour Mtrs	H/C	*Subtotal*	GRAND TOTAL
1	Windham Superior Court	Public/Private Lot	32		2	*34*								*0*	**34**
2	Putney Road Market	Private Lot	4			*4*								*0*	**4**
2	Courthouse Gulf	Private Lot	22			*22*								*0*	**22**
2	Dead River Company	Private Lot	9	12		*21*								*0*	**21**
2	Youth Services Lot	Private Lot	13			*13*								*0*	**13**
2	St. Micheal School Lot	Private Lot	56			*56*								*0*	**56**
2	Walnut Street (Putney to Terrace)	Public On-Street	0			*0*	1	6				3		*10*	**10**
3	Brattleboro Savings & Loan	Private Lot	42		2	*44*								*0*	**44**
3	TD Bank Lot	Private Lot	40		4	*44*								*0*	**44**
3	AWR Associates	Private Lot	3		1	*4*								*0*	**4**
3	St. Michael's Church	Private Lot	3			*3*								*0*	**3**
3	The Richards Group Lot	Private Lot	57			*57*								*0*	**57**
3	Walnut Street (Putney to Terrace)	Public On-Street				*0*	2							*2*	**2**
3	Putney Rd (Harris to Walnut)	Public On-Street				*0*						5		*5*	**5**
4	Residential Lot 31 Grove St	Private Lot	5			*5*								*0*	**5**
4	Municipal Building Mixed Lot	Public/Private Lot	30		1	*31*								*0*	**31**
4	Municipal Building Permit Lot	Public/Private Lot	43		2	*45*								*0*	**45**
4	Municipal Building Public Lot	Public/Public	24		1	*25*								*0*	**25**
4	State Office Permit Lot	Public/Private Lot	21	5		*26*								*0*	**26**
4	American Legion Lot	Private Lot	28	15	4	*47*								*0*	**47**
4	Grove Street (Main to 51 Grove)	Public On-Street	0			*0*					4			*4*	**4**
4	Main Street (Williston to Grove)	Public On-Street	0			*0*						10		*10*	**10**
5	High Grove Lot	Public/Public	108	5	3	*116*								*0*	**116**
5	US Post Office	Public/Private Lot	40		2	*42*								*0*	**42**
5	Brattleboro Historic Center	Private Lot	5			*5*								*0*	**5**
5	First Baptist Church Permit Lot	Private Lot	11			*11*								*0*	**11**
5	Private Lot- 178 Main St	Private Lot	0	26		*26*								*0*	**26**
5	High Street (Main to 29 High)	Public On-Street	0			*0*						4		*4*	**4**
5	Main Street (Grove to High)	Public On-Street	0			*0*					3	9		*12*	**12**
6	Fair Point Lot	Private Lot	0	18		*18*								*0*	**18**
6	Harris Lot	Public/Public	56		2	*58*								*0*	**58**
6	Senior Center Permit Lot	Private Lot	21	1	2	*24*								*0*	**24**
6	Community Bank Lot	Private Lot	7		1	*8*								*0*	**8**
6	Congregational Church Lot	Private Lot	13	2	1	*16*								*0*	**16**
6	Key Bank Lot	Private Lot	7		1	*8*								*0*	**8**
6	Main Street (High to Harris)	Public On-Street	0			*0*						6		*6*	**6**
7	Lot behind 143 Main Street	Private Lot	18			*18*								*0*	**18**
7	Private Lot behind Ruggles & Hunt	Private Lot	4			*4*								*0*	**4**
7	Whetstone Station	Private Lot	17			*17*								*0*	**17**
7	Main Street (High to Bridge)	Public On-Street	0			*0*						15		*15*	**15**
8	Brattleboro Shrine Club	Private Lot	15			*15*								*0*	**15**
8	40 High Street Lot	Private Lot	13			*13*								*0*	**13**
8	Harmony Lot Public Lot	Public/Public	77	27	4	*108*								*0*	**108**
8	High Street (Retting Place to Main)	Public On-Street	0			*0*						9		*9*	**9**
8	Church Street (Elliot to Green)	Public On-Street	0			*0*				3				*3*	**3**
8	Main Street (High to Elliott)	Public On-Street	0			*0*						10		*10*	**10**
9	Fire Department	Public/Private Lot	4			*4*								*0*	**4**
9	Spring Street Lot	Private Lot	14			*14*								*0*	**14**
9	Samuel Elliot Apartments	Private Lot	14		1	*15*								*0*	**15**
9	135 Elliot Street Residences Lot	Private Lot	14		1	*15*								*0*	**15**
9	Spring Street (Green to School)	Public On-Street	0			*0*				9				*9*	**9**
10	TJ Buckley's	Private Lot	9			*9*								*0*	**9**
10	118 Elliot Lot	Private Lot	6		1	*7*								*0*	**7**
10	Transportation Center Garage	Public/Public	230	40	12	*282*								*0*	**282**
10	Biologic Lot	Private Lot	12			*12*								*0*	**12**
10	Elliot Street (Elm to Main)	Public On-Street	0			*0*						13		*13*	**13**
10	Flat Street (Elm to Main)	Public On-Street	0			*0*			3					*3*	**3**
11	Elm Street Permit Lot	Private Lot	39			*39*								*0*	**39**
11	New England Youth Theater	Private Lot	42		2	*44*								*0*	**44**
11	C.F. Church Building Lot	Private Lot	46	7	2	*55*								*0*	**55**
11	Preston Public Lot	Public/Public	48		2	*50*								*0*	**50**
11	Latchis Hotel	Private Lot	19		1	*20*								*0*	**20**
11	Co-Op Lot	Private Lot	95		6	*101*								*0*	**101**
11	Flat Street (Elm to Main)	Public On-Street	0			*0*		6				13		*19*	**19**
11	Canal Street (Main to Elm)	Public On-Street	0			*0*		29				3		*32*	**32**
12	10 Canal Street Residential Lot	Private Lot	14		3	*17*								*0*	**17**
12	Holstein Association	Private Lot	6	24	2	*32*								*0*	**32**
12	15 Reed Street	Private Lot	17			*17*								*0*	**17**
12	Holstein Association Permit Lot	Private Lot	24			*24*								*0*	**24**
12	Reed Street Lots	Private Lot	25			*25*								*0*	**25**
13	Union Station Lot	Private Lot	27			*27*								*0*	**27**
13	Depot Street Lot	Public/Public	25		2	*27*								*0*	**27**
13	Brattleboro Museum Art Center	Private Lot	5		2	*7*								*0*	**7**
13	Marlboro College Graduate School	Private Lot	92	21	5	*118*								*0*	**118**
Total			**1,671**	**203**	**75**	***1,949***	**3**	**41**	**3**	**12**	**7**	**100**	**0**	***166***	**2,115**

3. Existing Parking Utilization

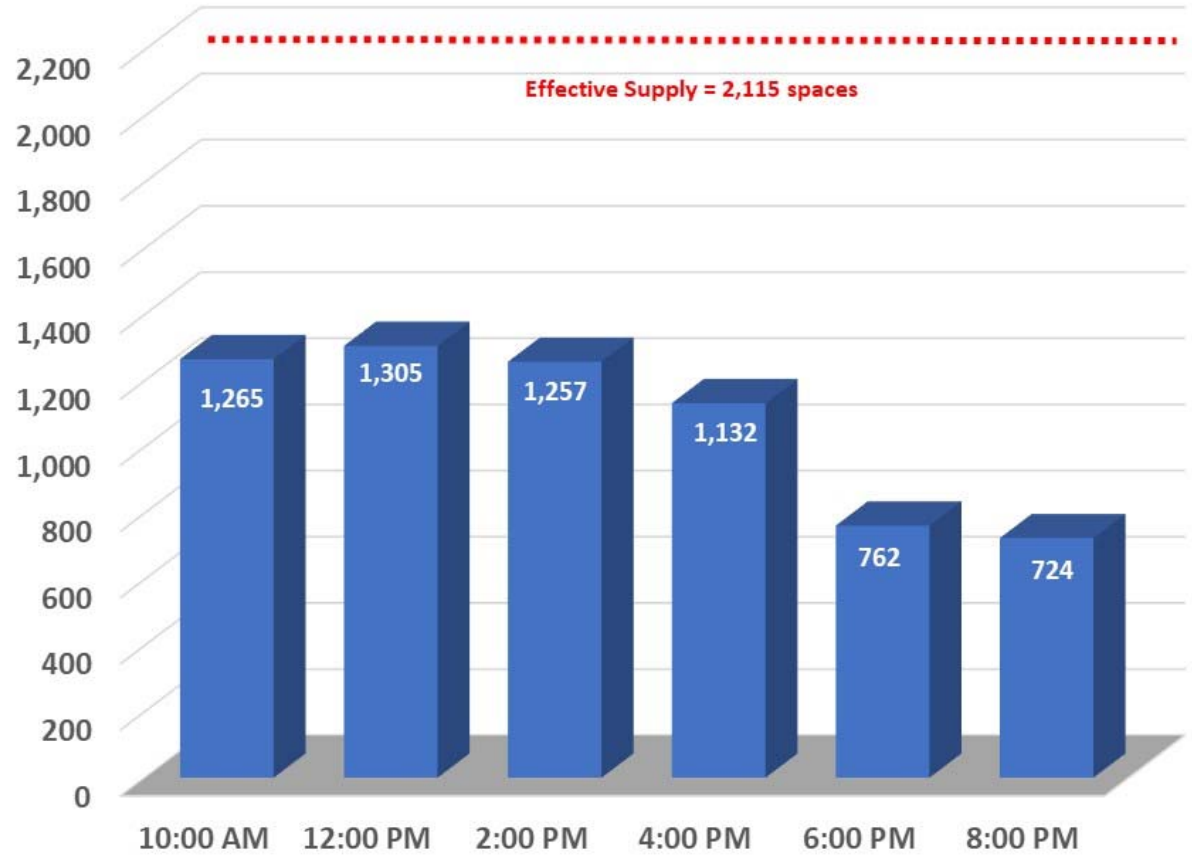
To establish an understanding of existing conditions, DESMAN recorded vehicle occupancy for all on- and off-street parking facilities within the study area. Counts were recorded every even hour commencing at 10:00 AM and concluding at 8:00 PM during the course of a typical weekday and between 12:00 PM and 8:00 PM every two hours on a typical weekend day.

Weekday Observations

Representative weekday occupancy counts were conducted on Thursday June 15, 2017. This day was targeted to capture conditions prior to end of the Windham Southeast Supervisory Union academic year, when local resident and employee populations were expected to be high, but on the cusp on the start of the summer tourist season. Conditions on the survey day were fair and clear.

Average total occupancy during the course of the representation weekday was 51% across the study area, with peak utilization occurring at noon (12:00 PM), when utilization equaled 62% of effective supply (2,115 spaces), as shown in Figure 6.

Figure 6: Total Observed Weekday Occupancy (6/15/17)



Only Block 1 (Windham Superior Court) exceeded its effective supply during weekday observations; all other blocks were consistently utilized well below their effective supply.

On-street parking showed the highest percentage of use in the study area during a weekday. This is consistent with the convenience and location of most on-street parking providing access to local businesses. Occupancy for on-street parking was at an average of 64% during the weekday with a peak of 71% occupancy at 2:00 PM, as shown in Table 7 below.

Table 7: Weekday On-Street Occupancy

		Effective	Weekday Occupancy (6/15/18)					
Blk#	Name/Description	Supply	10:00 AM	12:00 PM	2:00 PM	4:00 PM	6:00 PM	8:00 PM
2	Walnut Street (Putney to Terrace)	10	2	6	3	3	0	0
3	Walnut Street (Putney to Terrace)	2	0	1	1	0	0	0
3	Putney Rd (Harris to Walnut)	5	1	3	3	1	0	0
4	Grove Street (Main to 51 Grove)	4	**4**	2	1	**4**	1	1
4	Main Street (Williston to Grove)	10	4	8	6	5	1	0
5	High Street (Main to 29 High)	4	1	3	1	1	5	5
5	Main Street (Grove to High)	12	7	7	9	6	8	10
6	Main Street (High to Harris)	6	3	3	4	4	6	6
7	Main Street (High to Bridge)	15	13	**17**	**17**	13	**16**	13
8	High Street (Retting Place to Main)	9	7	4	4	4	11	10
8	Church Street (Elliot to Green)	3	1	1	1	4	3	4
8	Main Street (High to Elliott)	10	8	**11**	**11**	9	8	**10**
9	Spring Street (Green to School)	9	**9**	**9**	8	5	4	2
10	Elliot Street (Elm to Main)	13	8	12	**13**	12	12	12
10	Flat Street (Elm to Main)	3	1	1	2	2	0	0
11	Flat Street (Elm to Main)	19	15	15	**20**	**19**	13	12
11	Canal Street (Main to Elm)	32	12	11	14	17	17	15
Total		**166**	**96**	**114**	**118**	**109**	**105**	**100**
			58%	69%	71%	66%	63%	60%

While overall on-street occupancy stayed below effective supply, certain blockfaces regularly met or exceeded effective supply during the course of the survey day, as illustrated by the red numbers in the table above. This high utilization can lend itself to perceptions of inadequate parking supply, especially among individuals unfamiliar with the area or with ambulatory challenges.

Utilization of off-street assets open to the general public mirrored area-wide trends, with an average occupancy rate of 55% for the day and a peak observed occupancy equal to 65% of the effective supply as shown in Table 8.

Table 8: Weekday Public/Public Off-Street Occupancy

			Effective	Weekday Occupancy (6/15/18)					
Blk#	Name/Description	Type	Supply	10:00 AM	12:00 PM	2:00 PM	4:00 PM	6:00 PM	8:00 PM
4	Municipal Building Public Lot	Public/Public	25	12	17	13	9	0	0
5	High Grove Lot	Public/Public	116	75	83	80	65	36	35
6	Harris Lot	Public/Public	58	48	52	47	39	9	4
8	Harmony Lot Public Lot	Public/Public	108	60	74	81	70	75	85
10	Transportation Center Garage	Public/Public	282	152	163	167	162	135	115
11	Preston Public Lot	Public/Public	50	14	18	22	21	17	28
13	Depot Street Lot	Public/Public	27	6	24	10	19	27	29
Total			**666**	**367**	**431**	**420**	**385**	**299**	**296**
				55%	65%	63%	58%	45%	44%

Off-street assets owned by public agencies but limited to exclusive user groups (Public/Private) also averaged 55% utilization over the course of the day, with peak occupancy occurring earlier in the day (10:00 AM) when 84% of effective supply was used. Only the block containing Windham Superior Court exceeded effective supply and occupancy declined substantially after 4:00 PM as shown in Table 9.

Table 9: Weekday Public/Private Off-Street Occupancy

			Effective	Weekday Occupancy (6/15/18)					
Blk#	Name/Description	Type	Supply	10:00 AM	12:00 PM	2:00 PM	4:00 PM	6:00 PM	8:00 PM
1	Windham Superior Court	Public/Private Lot	34	37	30	34	21	2	2
4	Municipal Building Mixed Lot	Public/Private Lot	31	28	22	28	24	16	15
4	Municipal Building Permit Lot	Public/Private Lot	45	37	31	33	21	7	4
4	State Office Permit Lot	Public/Private Lot	26	25	21	23	20	4	4
5	US Post Office	Public/Private Lot	42	21	20	20	19	12	12
9	Fire Department	Public/Private Lot	4	4	2	2	2	1	2
Total			**182**	**152**	**126**	**140**	**107**	**42**	**39**
				84%	69%	77%	59%	23%	21%

Private Off-Street facilities averaged 45% occupancy during the course of the survey day and peaked at 59% (10:00 AM) overall, as shown in Table 10 on the next page. During that day, only the parking lots adjacent to the Brattleboro Historic Center and Whetstone Station met or exceeded their effective supply.

Similarly, when private facilities were grouped and analyzed by segment, none of the segments met or exceeded their effective supply. Facilities serving residents (108 spaces) had the highest average occupancy for the day of 49%, followed by mixed-use facilities (827 spaces) at 46%, facilities for employees (106 spaces) at 45%, and facilities set aside for customers (60 spaces) at 34%. Figure 7, below, illustrates hour by hour occupancy in each segment, relative to its corresponding effective supply.

Figure 7: Observed Weekday Occupancy of Private Facilities by Segment (6/15/17)

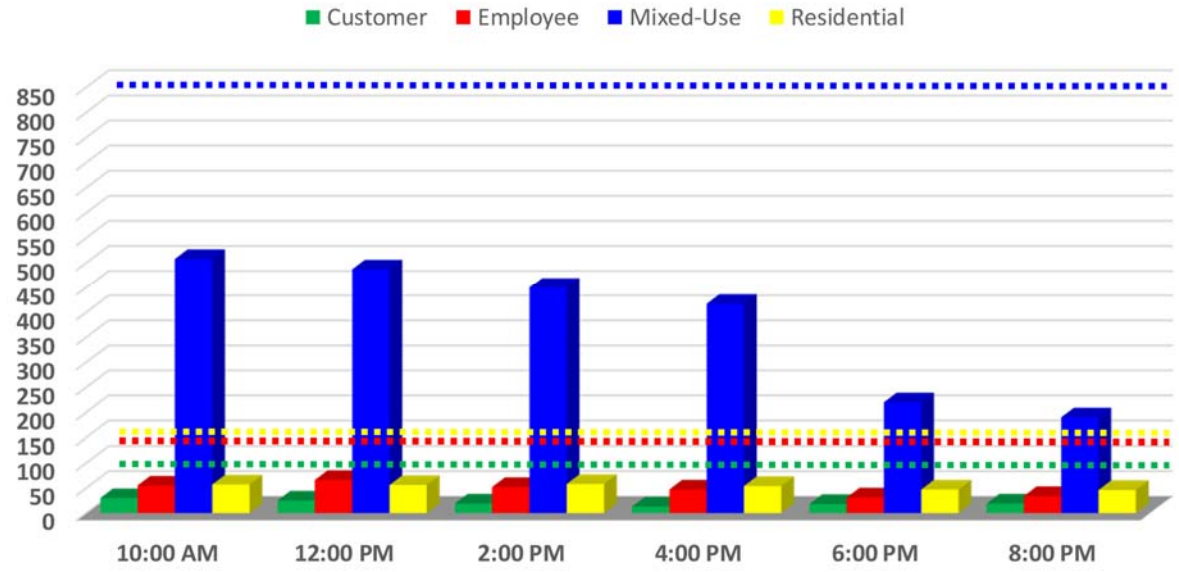


Table 10: Weekday Private Off-Street Occupancy

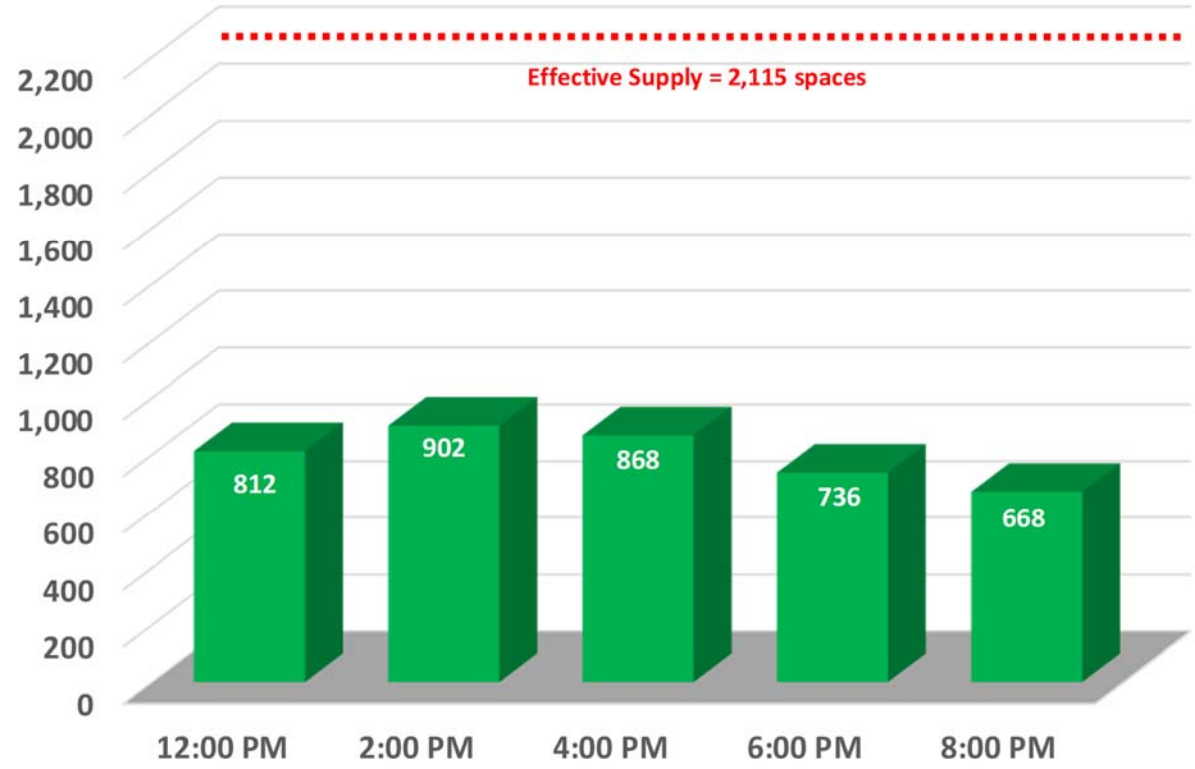
			Effective	Weekday Occupancy (6/15/18)					
Blk#	Name/Description	User	Supply	10:00 AM	12:00 PM	2:00 PM	4:00 PM	6:00 PM	8:00 PM
2	Putney Road Market	Mixed-Use	4	1	2	2	1	1	1
2	Courthouse Gulf	Mixed-Use	22	20	19	18	16	11	10
2	Dead River Company	Mixed-Use	21	12	9	9	12	7	7
2	Youth Services Lot	Mixed-Use	13	1	0	3	4	0	0
2	St. Micheal School Lot	Mixed-Use	56	47	13	5	4	2	4
3	Brattleboro Savings & Loan	Mixed-Use	44	29	34	30	28	8	3
3	TD Bank Lot	Mixed-Use	44	30	23	28	29	5	2
3	AWR Associates	Mixed-Use	4	1	0	1	0	0	0
3	St. Michael's Church	Employee	3	0	1	0	0	0	0
3	The Richards Group Lot	Mixed-Use	57	37	36	37	33	2	1
4	Residential Lot 31 Grove St	Residential	5	1	2	1	3	3	3
4	American Legion Lot	Mixed-Use	47	29	40	19	23	8	5
5	Brattleboro Historic Center	Mixed-Use	5	3	2	3	1	**5**	**5**
5	First Baptist Church Permit Lot	Mixed-Use	11	1	2	2	0	6	6
5	Private Lot- 178 Main St	Mixed-Use	26	18	14	13	18	10	11
6	Fair Point Lot	Employee	18	1	8	3	5	2	1
6	Senior Center Permit Lot	Customer	24	16	12	7	6	8	1
6	Community Bank Lot	Mixed-Use	8	2	5	2	3	2	0
6	Congregational Church Lot	Mixed-Use	16	15	14	13	11	2	0
6	Key Bank Lot	Mixed-Use	8	0	6	4	6	1	3
7	Lot behind 143 Main Street	Employee	18	11	12	8	9	7	9
7	Private Lot behind Ruggles & Hunt	Employee	4	0	0	0	0	0	0
7	Whetstone Station	Mixed-Use	17	1	**19**	12	**17**	**21**	**22**
8	Brattleboro Shrine Club	Mixed-Use	15	8	4	6	7	2	4
8	40 High Street Lot	Mixed-Use	13	3	5	4	5	0	0
9	Spring Street Lot	Residential	14	9	9	9	8	11	11
9	Samuel Elliot Apartments	Residential	15	7	6	9	10	12	12
9	135 Elliot Street Residences Lot	Residential	15	8	8	9	6	10	8
10	TJ Buckley's	Customer	9	0	1	3	2	3	6
10	118 Elliot Lot	Mixed-Use	7	6	4	1	0	0	0
10	Biologic Lot	Mixed-Use	12	7	7	6	3	3	0
11	Elm Street Permit Lot	Employee	39	22	25	26	22	17	18
11	New England Youth Theater	Mixed-Use	44	13	13	13	4	10	3
11	C.F. Church Building Lot	Mixed-Use	55	47	44	47	44	18	10
11	Latchis Hotel	Customer	20	12	10	7	3	6	10
11	Co-Op Lot	Mixed-Use	101	100	95	95	91	80	76
12	10 Canal Street Residential Lot	Residential	17	9	7	7	6	8	9
12	Holstein Association	Mixed-Use	32	16	16	15	11	2	3
12	15 Reed Street	Residential	17	13	13	12	10	0	0
12	Holstein Association Permit Lot	Employee	24	21	20	15	11	5	6
12	Reed Street Lots	Residential	25	10	11	11	11	3	3
13	Union Station Lot	Mixed-Use	27	1	4	4	4	1	2
13	Brattleboro Museum Art Center	Customer	7	2	2	2	2	1	2
13	Marlboro College Graduate School	Mixed-Use	118	60	57	58	42	13	12
Total			**1,101**	**650**	**634**	**579**	**531**	**316**	**289**
				59%	58%	53%	48%	29%	26%

Weekend Observations

Representative weekend occupancy counts were conducted on Saturday, June 17, 2017. Counts were conducted on even hours between noon and 8:00 PM. Conditions on the survey day were fair and clear.

Average total occupancy during the course of the representation weekend day was 38% across the study area, with peak utilization occurring at 2:00 PM, when utilization equaled 43% of effective supply (2,115 spaces), as shown in Figure 8, next page.

Figure 8: Total Observed Weekend Day Occupancy (6/17/17)



Occupancy for on-street parking was at an average of 60% during the weekday with a peak of 70% occupancy at 12:00 PM, as shown in Table 11 below.

Table 11: Weekend Day On-Street Occupancy

Blk#	Name/Description	Type	Effective Supply	Weekend Occupancy (6/17/18) 12:00 PM	2:00 PM	4:00 PM	6:00 PM	8:00 PM
2	Walnut Street (Putney to Terrace)	Public On-Street	10	1	0	7	0	0
3	Walnut Street (Putney to Terrace)	Public On-Street	2	1	1	0	0	0
3	Putney Rd (Harris to Walnut)	Public On-Street	5	3	2	1	1	0
4	Grove Street (Main to 51 Grove)	Public On-Street	4	1	0	0	0	0
4	Main Street (Williston to Grove)	Public On-Street	10	6	2	4	2	5
5	High Street (Main to 29 High)	Public On-Street	4	4	3	4	4	4
5	Main Street (Grove to High)	Public On-Street	12	10	8	6	6	8
6	Main Street (High to Harris)	Public On-Street	6	6	10	6	2	1
7	Main Street (High to Bridge)	Public On-Street	15	**16**	**16**	**18**	13	**15**
8	High Street (Retting Place to Main)	Public On-Street	9	8	9	7	4	5
8	Church Street (Elliot to Green)	Public On-Street	3	3	1	1	1	0
8	Main Street (High to Elliott)	Public On-Street	10	**13**	**11**	**10**	**10**	**11**
9	Spring Street (Green to School)	Public On-Street	9	6	6	4	2	3
10	Elliot Street (Elm to Main)	Public On-Street	13	15	15	13	11	10
10	Flat Street (Elm to Main)	Public On-Street	3	0	1	1	1	0
11	Flat Street (Elm to Main)	Public On-Street	19	16	**20**	14	17	**19**
11	Canal Street (Main to Elm)	Public On-Street	32	7	6	6	5	6
Total			**166**	**116**	**111**	**102**	**79**	**87**
				70%	67%	61%	48%	52%

While overall on-street occupancy stayed below effective supply, certain blockfaces regularly met or exceeded effective supply during the course of the survey day, as illustrated by the red numbers in the preceding table. This high utilization can lend itself to perceptions of inadequate parking supply, especially among individuals unfamiliar with the area or with ambulatory challenges.

Utilization of off-street assets open to the general public averaged 49% for the day and a peak observed occupancy equal to 56% of the effective supply as shown in Table 12.

Table 12: Weekend Day Public/Public Off-Street Occupancy

			Effective	Weekend Occupancy (6/17/18)				
Blk#	Name/Description	Type	Supply	12:00 PM	2:00 PM	4:00 PM	6:00 PM	8:00 PM
4	Municipal Building Public Lot	Public/Public	25	10	2	2	3	4
5	High Grove Lot	Public/Public	116	42	57	34	30	21
6	Harris Lot	Public/Public	58	4	4	1	1	1
8	Harmony Lot Public Lot	Public/Public	108	91	95	86	72	67
10	Transportation Center Garage	Public/Public	282	132	137	151	127	133
11	Preston Public Lot	Public/Public	50	33	**52**	41	34	16
13	Depot Street Lot	Public/Public	27	**29**	25	23	**28**	**33**
Total			**666**	**341**	**372**	**338**	**295**	**275**
				51%	56%	51%	44%	41%

Private/Public Off-street assets averaged just 8% utilization over the course of the day, with peak occupancy occurring late in the day (4:00 PM) as shown in Table 12. Only the block containing Windham Superior Court exceeded effective supply and occupancy declined substantially after 4:00 PM as shown in Table 13. The lot allocated for State Office employees did reach capacity at 6:00 PM that evening, but it appears that this use was tied to an event in the abutting American Legion Hall, not the State Office building.

Table 13: Weekend Day Public/Private Off-Street Occupancy

			Effective	Weekend Occupancy (6/17/18)				
Blk#	Name/Description	Type	Supply	12:00 PM	2:00 PM	4:00 PM	6:00 PM	8:00 PM
1	Windham Superior Court	Public/Private Lot	34	2	2	2	3	0
4	Municipal Building Mixed Lot	Public/Private Lot	31	15	18	16	14	11
4	Municipal Building Permit Lot	Public/Private Lot	45	6	7	4	1	0
4	State Office Permit Lot	Public/Private Lot	26	21	21	21	**26**	18
5	US Post Office	Public/Private Lot	42	9	6	14	12	8
9	Fire Department	Public/Private Lot	4	1	2	1	1	1
Total			**182**	**54**	**56**	**58**	**57**	**38**
				8%	8%	9%	9%	6%

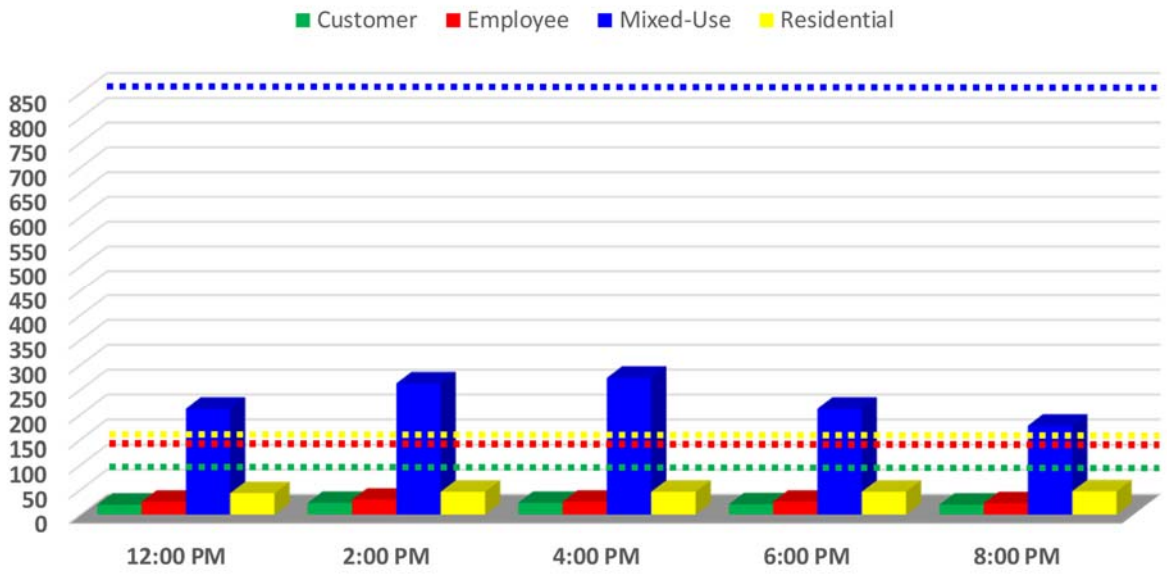
Private Off-Street facilities averaged just 29% occupancy during the course of the survey day and peaked at 34% (4:00 PM) overall, as shown in Table 14 on the next page. A select number of facilities did reach or exceed effective supply during the survey day, most notably the lot adjacent to Whetstone Station, which was full all-day long. This level of utilization spilled over into the Depot Street Lot and Preston Public Lot at times (see Table 12, above).

Table 14: Weekend Day Private Off-Street Occupancy

Blk#	Name/Description	User	Effective Supply	Weekend Occupancy (6/17/18) 12:00 PM	2:00 PM	4:00 PM	6:00 PM	8:00 PM
2	Putney Road Market	Mixed-Use	4	2	1	2	0	0
2	Courthouse Gulf	Mixed-Use	22	13	13	13	13	13
2	Dead River Company	Mixed-Use	21	6	6	6	6	6
2	Youth Services Lot	Mixed-Use	13	3	0	1	0	0
2	St. Micheal School Lot	Mixed-Use	56	9	6	50	1	0
3	Brattleboro Savings & Loan	Mixed-Use	44	7	8	11	4	2
3	TD Bank Lot	Mixed-Use	44	8	4	22	1	0
3	AWR Associates	Mixed-Use	4	0	0	0	0	0
3	St. Michael's Church	Employee	3	0	0	0	0	0
3	The Richards Group Lot	Mixed-Use	57	1	1	6	1	1
4	Residential Lot 31 Grove St	Residential	5	1	2	2	2	2
4	American Legion Lot	Mixed-Use	47	11	8	11	39	26
5	Brattleboro Historic Center	Mixed-Use	5	5	4	4	2	1
5	First Baptist Church Permit Lot	Mixed-Use	11	0	0	0	5	1
5	Private Lot- 178 Main St	Mixed-Use	26	19	15	7	8	5
6	Fair Point Lot	Employee	18	2	2	2	2	2
6	Senior Center Permit Lot	Customer	24	4	6	3	0	0
6	Community Bank Lot	Mixed-Use	8	0	6	3	0	0
6	Congregational Church Lot	Mixed-Use	16	12	**17**	3	2	1
6	Key Bank Lot	Mixed-Use	8	7	10	7	2	4
7	Lot behind 143 Main Street	Employee	18	7	11	7	8	6
7	Private Lot behind Ruggles & Hunt	Employee	4	2	4	3	2	2
7	Whetstone Station	Mixed-Use	17	**20**	**18**	**19**	**22**	**23**
8	Brattleboro Shrine Club	Mixed-Use	15	4	3	2	1	0
8	40 High Street Lot	Mixed-Use	13	2	2	1	1	1
9	Spring Street Lot	Residential	14	13	**14**	13	11	10
9	Samuel Elliot Apartments	Residential	15	8	9	11	14	14
9	135 Elliot Street Residences Lot	Residential	15	10	11	10	9	11
10	TJ Buckley's	Customer	9	1	1	2	3	1
10	118 Elliot Lot	Mixed-Use	7	1	1	0	3	2
10	Biologic Lot	Mixed-Use	12	2	2	3	1	1
11	Elm Street Permit Lot	Employee	39	15	13	14	14	13
11	New England Youth Theater	Mixed-Use	44	6	8	3	2	4
11	C.F. Church Building Lot	Mixed-Use	55	33	36	21	16	14
11	Latchis Hotel	Customer	20	11	16	16	15	17
11	Co-Op Lot	Mixed-Use	101	20	83	68	75	66
12	10 Canal Street Residential Lot	Residential	17	8	8	8	7	7
12	Holstein Association	Mixed-Use	32	1	1	2	1	1
12	15 Reed Street	Residential	17	0	0	0	0	0
12	Holstein Association Permit Lot	Employee	24	0	0	0	0	0
12	Reed Street Lots	Residential	25	3	2	2	3	3
13	Union Station Lot	Mixed-Use	27	3	1	3	1	1
13	Brattleboro Museum Art Center	Customer	7	4	1	3	3	2
13	Marlboro College Graduate School	Mixed-Use	118	17	9	6	5	5
Total			**1,101**	**301**	**363**	**370**	**305**	**268**
				27%	33%	34%	28%	24%

When private facilities were grouped and analyzed by segment, none of the segments met or exceeded their effective supply. Facilities serving residents (108 spaces) had the highest average occupancy for the day of 42%, followed by facilities set aside for customers (60 spaces) at 36%, mixed-use facilities (827 spaces) at 28%, and facilities for employees (106 spaces) at 25%. Figure 9, next page, illustrates hour by hour occupancy in each segment, relative to its corresponding effective supply.

Figure 9: Observed Weekend Day Occupancy of Private Facilities by Segment (6/17/17)



Length of Stay Observations

License plate inventories were carried out hourly from 10:00 AM to 6:00 PM during weekday observations (6/15/17) in the Harmony Lot and the whole of Main Street starting on the intersection of Grove and Main Street and continuing until the intersection of Elliot and Main Street. Harmony Lot regulations specified the maximum length of stay at a three-hour maximum and Main Street meters with a two-hour maximum. The objective of these observations was to determine whether the time limits were being exceed throughout that day, and if so how often did this occur.

DESMAN survey 46 spaces total along Main Street and observed 230 vehicles rotate through these spaces throughout the day, indicating that each space served ('turned over') five cars each during observations. The average length of stay was 1.33 hours but varied from 1 to 7 hours long resulting in 307 total hours parked. Only 4% of vehicles exceed the 2-hour time limit on Main Street throughout the day, as seen in the table below.

Table 15: Main Street Length of Stay and Turnover

Street	Starting	Ending	# of spaces	Cars/Day (Turnover)	Length of Stay (hrs)								Total Occ. Hours	Average LOS
					1	2	3	4	5	6	7	8		
Main St	Grove St	Elliot St	46	230	176	45	5	2	1	1	1	0	307	1.33
TOTALS				**5.00**	**176**	**45**	**5**	**2**	**1**	**1**	**1**	**0**	**307**	**1.33**
					76.5%	19.6%	2.2%	0.9%	0.4%	0.4%	0.4%	0.0%		

For the Harmony Lot located DESMAN surveyed 49 parking spots and observed a total of 205 Vehicles utilizing the lot throughout the day, creating an average turnover of 4.18 vehicles per space during observations. The average length of stay in the lot was about 1 hour; less than the observed average of Main Street at 1.33 hours even though the time limit for the lot is longer. Only 3% of the observed vehicles exceeded the time regulation of three hours as seen in Table 16 on the following page.

Table 16: Harmony Lot Length of Stay and Turnover

Facility	Regulations	# of spaces	Cars/Day (Turnover)	Length of Stay (hrs)								Total Occ. Hours	Average LOS
				1	2	3	4	5	6	7	8		
Harmony Lot	3 hour max	49	205	147	42	13	3	3	0	0	1	305	1.02
TOTALS			**4.18**	**147**	**42**	**13**	**3**	**3**	**0**	**0**	**1**	**305**	**1.02**
				71.7%	20.5%	6.3%	1.5%	1.5%	0.0%	0.0%	0.5%		

Conclusions

Although pockets of high utilization do exist within the study area, they are isolated and appear to occur with varying frequency and intensity.

The high level of utilization along Main Street between Bridge and Elliot is problematic as many of the most popular destinations in downtown are located there and the appearance of inadequate parking could be causing first-time visitors consternation. These individuals are discretionary users, not obligated to stop or return, and unfamiliar with the off-street parking assets in the area. Such users will typically see or drive to a destination and then begin searching for parking. If they cannot locate an open space within easy walking distance – typically within line of sight of their destination – within a few minutes, they are likely to conclude their destination is inaccessible. Initiatives to free up some capacity along Main Street, and make causal visitors more aware of off-street assets, is needed to guard against this scenario.

The relatively low level of utilization in Public/Private assets outside normal business hours, as well as some Private facilities, indicates there is ample parking within the study area, but accessing it may be an issue. Installation of 'shared parking' agreements which open these underutilized spaces to the general public and an aggressive information campaign would help address perceptions of inadequate parking downtown and open up more capacity to patrons, workers and residents.

5. Public Outreach

As part of the engagement, DESMAN sought out opinions, input and perspectives from downtown stakeholders through three different mechanisms: a survey, individual stakeholder meetings, and public forums. The following section summarizes these activities

Survey

DESMAN administered an online survey to solicit input and feedback from the general public on a variety of topics. DESMAN received just over 800 valid responses from a target population of 12,046 (per 2010 U.S. Census). The survey was geared to reveal experiences, behavior, and preferences of visitors and residents. Participants were asked to respond questions based on their typical day or average experience finding parking or using parking facilities. In order to collect this data this survey has been posted on the Town of Brattleboro website by the Planning Department and circulated in print format through a number of channels.

Roughly 84% of respondents reported being between that ages of 26-65 in contrast to census data, which states 55.7% of the population falling into this age range. Around 16% of participants declared being above the age 65, consistent with census data.

According to the US 2010 Census data Brattleboro, VT's population consists of 46% of the population being male and 54% female. Over 65% survey respondents identified as female, higher than the gender distribution reflected in census data. This percentage suggests that women are more invested in parking issues. One reason for this could be that women are generally more concerned with the general safety of available parking.

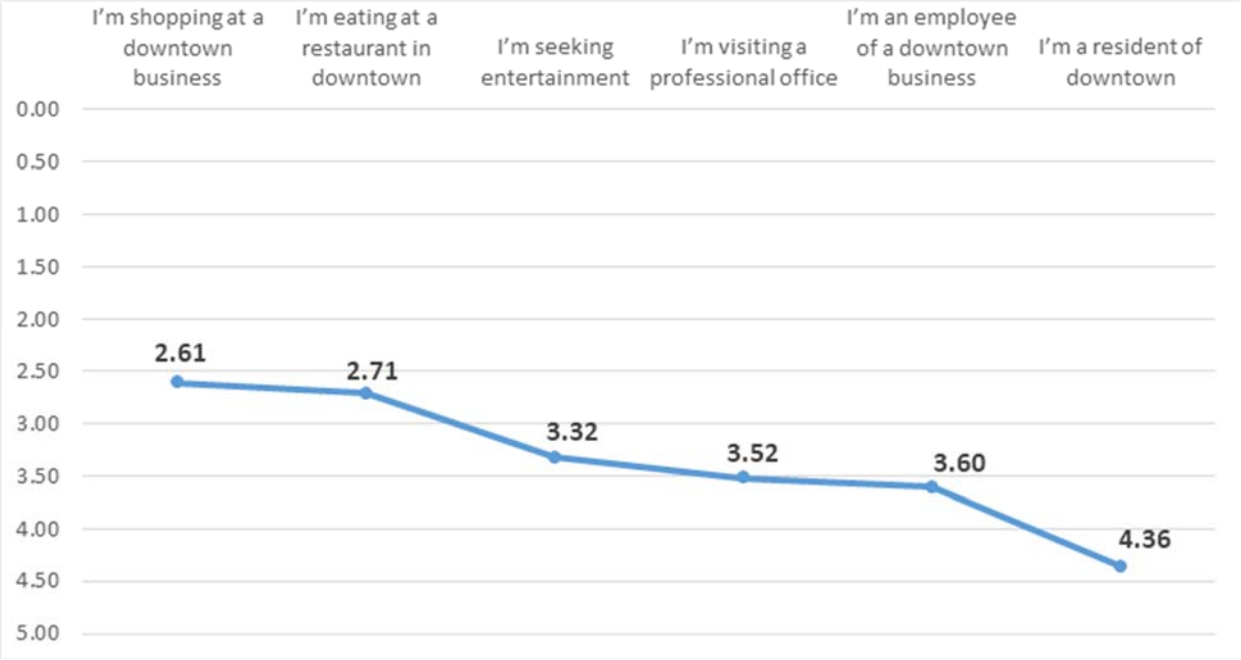
56% of respondents indicated a home zip code of 05301, indicating they are Brattleboro residents.

Respondents were asked to rank six factors that brought them into downtown Brattleboro, from one [1] being the most important and six [6] being the least important. For this reason, the lowest numerical average represents the most important factor and the highest average represents the least important factor. As Figure 10 on the following page illustrates, respondents most often identified themselves as shoppers or diners first, then entertainment patrons, visitors, employees, and residents.

Around 83% participants reported that driving themselves was their primary mode of transportation into downtown. Roughly 13% indicated they walk, 2% indicated they bike and the remainder indicated they carpooled or used transit.

Over 57% of respondents indicated that they typically parked in a public off-street facility when they came downtown, while another 23% indicated they used on-street parking. This suggests that over 80% of respondents are trying to park in facilities which only constitute 50% of the total downtown parking supply, which may explain perceptions of inadequate parking. Only 11% indicated they regularly parked in in private facilities and over 5% stated they parked in adjacent residential neighborhoods.

Figure 10: Identification of Purpose for Coming Downtown



Almost 80% of respondents indicated they parked downtown for 4 hours or less typically, consistent with self-identification as a shopper, diner, patron or visitor. Over 55% indicated a typical length of stay of 2 hours or less, which was consistent with turnover surveys and general observations during field work. Of the 20% indicating longer stays, nearly half of these respondents indicated they stayed 8 hours or less and less than 3% of respondents indicated they stayed more than 12 hours, which corresponds roughly to the percentage of respondents identifying themselves primarily as downtown workers or residents.

When asked when respondents typically arrive downtown, responses were mixed with 25% indicating various times depending on the day of the week, roughly 19% coming downtown in the morning (7-11 AM), another 19% coming in mid-day (11 AM – 1 PM), slightly more than 25% arriving in the afternoon (1-5 PM), and 11% coming downtown in the evening. This was consistent with field observations and indicates there is no natural 'rush hour' when users enter downtown, unlike an urban center with a heavy concentration of office buildings.

The majority of respondents (~ 31%) indicated they came downtown 2-3 times a week, while roughly 29% stated they came downtown 4-6 times per week. Only about 15% stated they came downtown every day and about the same percentage indicated they only came downtown once a week. Less than 10% of respondents stated they came downtown less than once per month. The results suggest a user base somewhat familiar with the area through repeated regular visits.

Respondents were asked when they are downtown during the week. Over 83% indicated they were present downtown during weekdays, just over 42% on weekday evenings, roughly 53% on Saturdays, and less than 40% on Sundays. Again, these results are consistent with field observations.

Survey participants were asked to rate factors that affected their decision on where to park, from one [1] being the most important to six [6] being the least important factor for this reason. Under this scale, the lowest numerical average represents the most important factor and the highest average represents the least important factor.

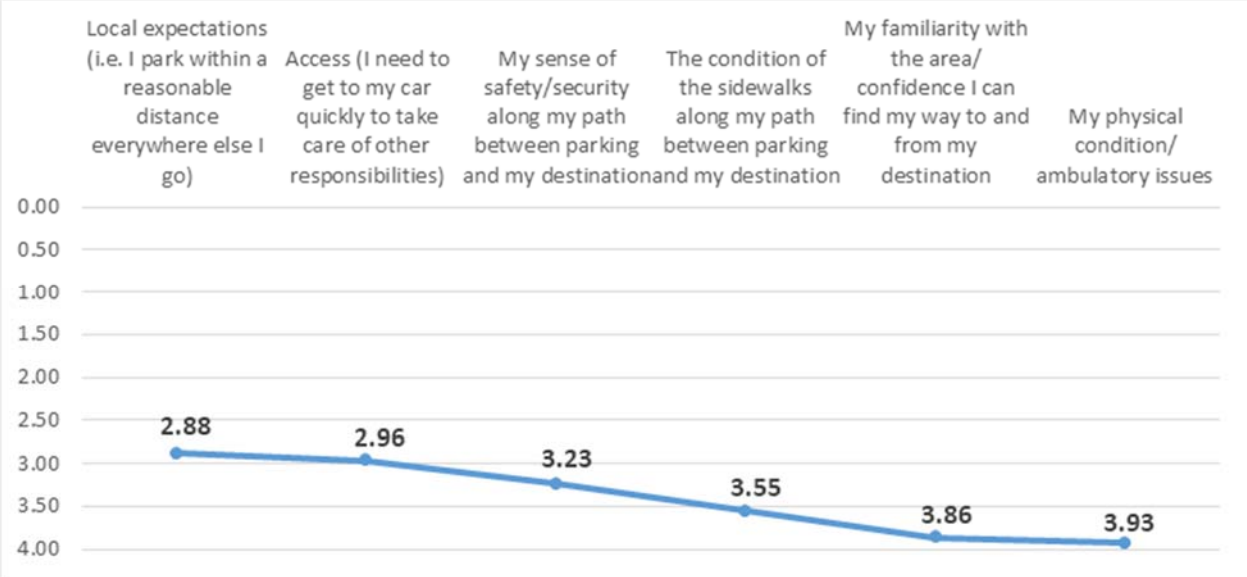
Figure 11: Factors Impacting Decision on Where to Park

Weather was selected as the most important factor, followed by the type of parking facility and safety. Proximity to destination was ranked as the factor of least importance. These results suggest that participant's priorities are geared towards the quality of their walking environment.

Respondents were asked how far they were willing to park from their destination. This question was gauged to solicit a statement of acceptable walking distance from downtown constituents. Surprisingly, almost 33% of participants indicated they would be willing to park more than 2 blocks from their destination and just under 33% indicated that anywhere within a two-block radius would be acceptable. Just under 17% indicated they needed to be no more than one block from their destination and another 17% indicated the only acceptable parking was located on the same block at their destination. Only about 1% indicated they would need to be within 50 feet of their destination.

As follow up, participants where asked what factors define acceptable walking distance, from one [1] being the most important to six [6] being the least important factor for this reason. Under this scale, the lowest numerical average represents the most important factor and the highest average represents the least important factor. The responses, illustrated in Figure 12 on the following page, indicate that local expectations, access to their car, and sense of security are the most critical considerations. These factors suggest that the visitors of downtown are willing to park further away from their destination in order to find an ideal parking space and place importance on the quality of walking environment. The combination of these rankings along with additional comments from respondents also explain the fairly moderate to low use of the parking garage, which they labeled as seemingly unsafe and dirty.

Figure 12: Factors Defining Acceptable Walking Distance



In response to concerns raised by some downtown business owners and observations of high occupancy along Main Street, DESMAN asked participants what they do if they cannot locate parking in front of their destination. Less than 10% indicated they would leave downtown and go elsewhere. Slightly more than 10% stated they would circle the block until a space opened up, while almost 70% stated they would park further away and walk to their destination.

Slightly more than 57% of participants stated they could usually find a place to park in downtown in 5 minutes or less, while another 34% stated it might take them more than 5 minutes but not more than 10.

Of the Public/Public facilities, the High/Grove Lot was identified as the most consistently used by participants, followed by the Harmony Lot, the Preston Lot, the Transportation Garage, the Harris Lot, the Depot Lot, and the Municipal Building Lot.

When asked to rate the condition of these facilities in terms of cleanliness, maintenance, lighting and paint, respondents indicated they found the facilities to be in average or better condition, as illustrated in Figure 13, next page.

Survey respondents were asked to rank in order of importance issues they perceived as the biggest problem for downtown with one [1] being 'not a problem' to ten [10] a 'major problem'. Of the nine factors listed, coins as the only form of payment was ranked the highest across the board. In comment section of this question participants stated that it is an inconvenient hassle that they must have change at all times for on street parking, and that off-street parking kiosks do not accept other forms of payment like credit and debit cards making. In a text analysis of the comments provided for this question meters, cards, and payments were the most repeated words amongst responses repeated 74 times in 129 comments. This was followed closely by programs to support alternative forms of transportation like biking, availability of parking spaces near popular destinations this could be caused by the high demand of convenient on-street parking, and parking enforcement/ticketing. This is shown in Figure 14 on the following page.

Figure 13: Rated Condition of Public/Public Facilities

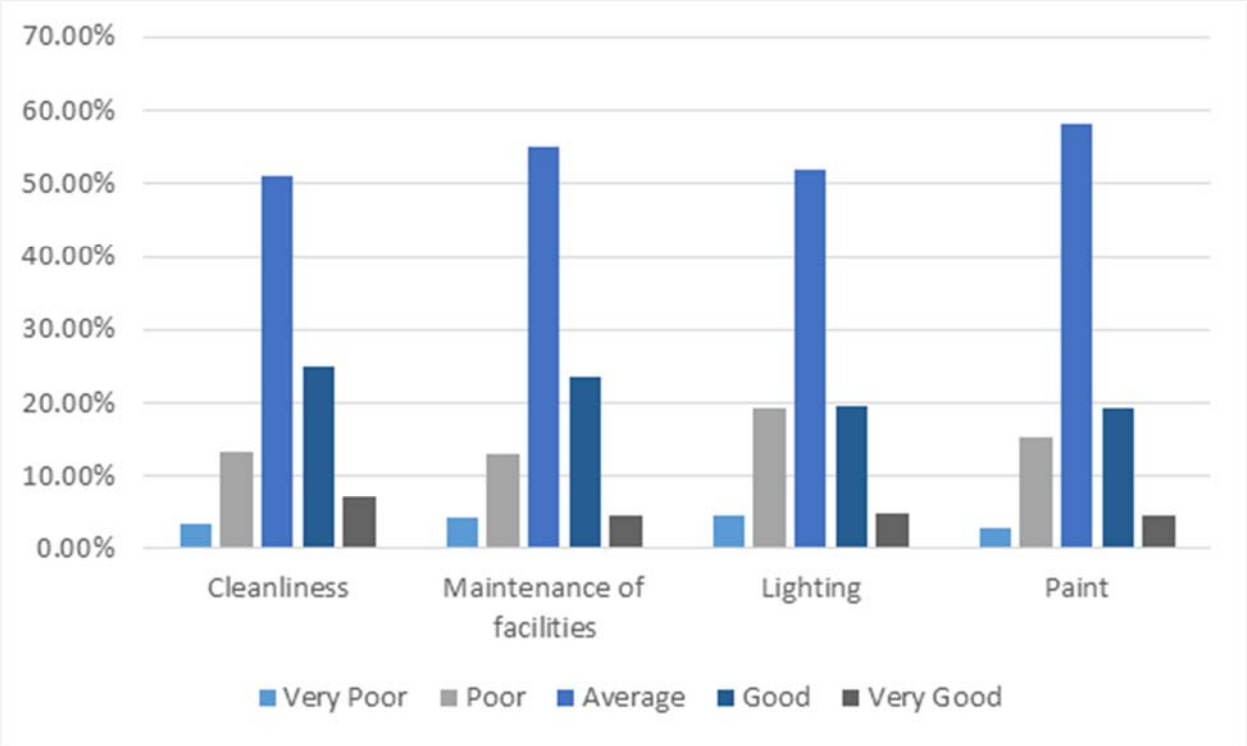


Figure 14: Major Challenges for the Downtown Parking System

Inversely, when asked, only about 27% of respondents felt that the current wayfinding signage used to direct drivers to available parking was inadequate. Similarly, only about 26% of respondents felt there was inadequate supply of handicapped parking spaces in downtown.

Participants were also encouraged to solicit opinions regarding the greatest challenges to parking in downtown outside any predetermined set of choices. While there was no predominant response, common themes included:

- The presence of panhandling creating an 'unsafe' environment, particularly in the Transportation Center Garage, the Preston Lot and walking between various parking facilities and the participant's destination.
- Overzealous parking enforcement.
- Management of parking during winter parking bans and communication of parking options, especially to downtown residents.
- The condition and state of repair of sidewalks in downtown.
- The volume of traffic through downtown creating a challenge for pedestrians trying to make their way between parking and various destinations.
- The cost of parking downtown and/or the limited number of methods of paying for parking.
- The need for more bicycle infrastructure and/or alternative transportation options.

The survey concluded by soliciting from participants reactions to possible recommendations/ initiatives based on municipal parking best practices. For example, respondents were asked to opine on different alternatives for paying for parking beyond the current cash only meters. Almost 77% indicated they were in favor of single-head meters which would accept credit and debit cards in addition to coins. Roughly 51% support multi-space meters (kiosks) with the same functionality. Roughly 41% indicated they might use a pay-by-cell option if it was available. Approximately 21% stated they would be willing to pay for a virtual parking pass online.

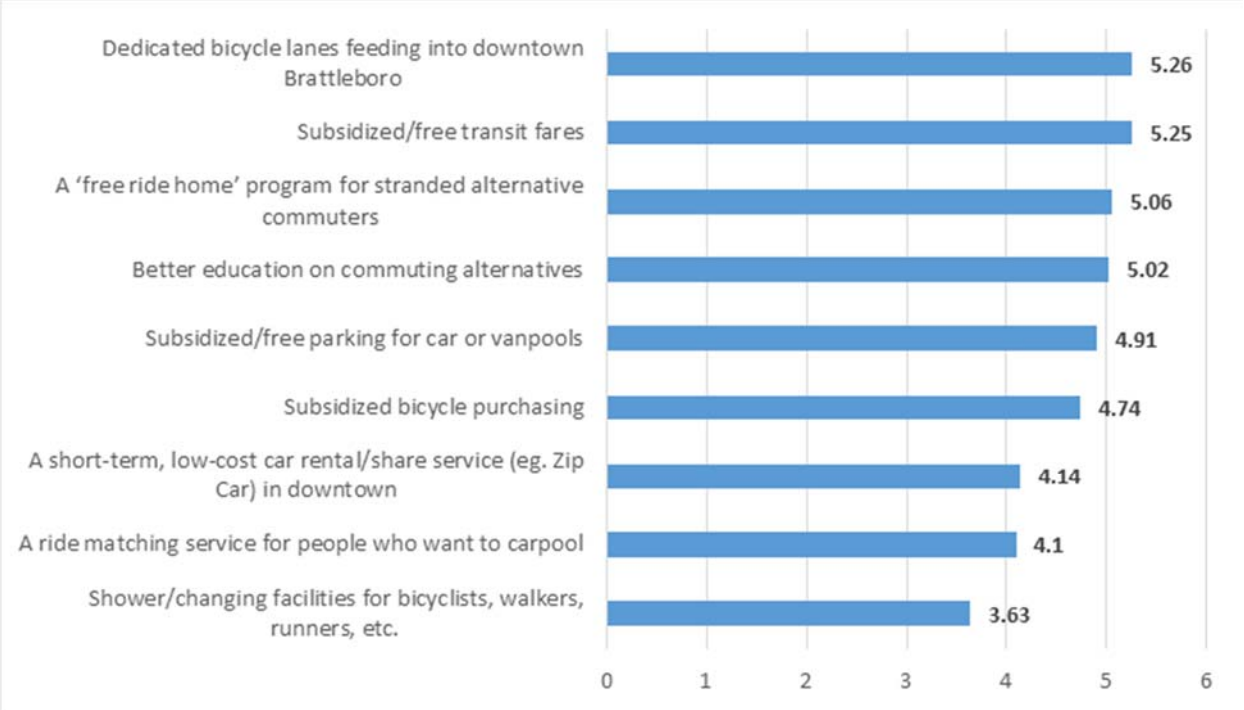
Only about 53% of participants indicated an interest in an application which would allow them to locate, reserve, and/or pay for parking from their computer or smartphone.

Over 75% of participants opposed 'dynamic pricing' wherein the time limits for parking are abolished and length of stay is instead regulated by a rate structure which discourages long-term parking on some locations and encourages it in others.

Almost 75% of respondents felt that downtown would benefit from a centralized bicycle parking system.

Finally, participants were asked to rank a series of nine initiatives intended to encourage alternative transportation use, from one [1] meaning 'least likely to use' to ten [10] meaning 'most likely to use'. The results, illustrated in Figure 15, next page, show strong support for dedicated bicycle lanes leading into downtown Brattleboro; increased promotion of free or subsidized transit fares; a 'free ride home' program designed to support individuals who carpool, bike, walk, etc.; and better education on transportation options in the area. Support also existed for free designated parking for car- or vanpools and a bicycle subsidy for commuters.

Figure 15: Support for Alternative Transportation Initiatives



Stakeholder Meetings

In order to get a better understanding of issues and challenges impacting particular user groups or institutions, DESMAN conducted one-on-one interviews with the following individuals:

- Brian Baker, Brown & Roberts
- Danny Lichtenfield, Brattleboro Museum & Arts Center
- Tap Barnhill, Community College of Vermont
- Sabine Rhyne, Brattleboro Co-Op
- Orly Munzing, Rivergarden/Strolling of the Heifers
- John Potter, Latchis Theater
- Stephanie Bonin, DUO Restaurant
- Bob Woodworth, Burrows Specialized Sports
- Starr Latronica, Public Library
- Diana Bander, Downtown Resident
- Anne Damone, Vermont Superior Court

Public Forums

In collaboration with Brattleboro Planning Services, DESMAN hosted public information forums on July 18, 2017 and October 25, 2017. During these sessions, DESMAN presented work done to date and potential initiatives and received feedback from attendees.

6. Future Demand

Working with local officials and stakeholders, DESMAN identified the following emerging developments which could impact current parking supply/demand dynamics in the foreseeable future:

- **Absorption of vacant existing space** – Based on stakeholder interviews, DESMAN estimates there is roughly 8,000 square feet of retail space currently vacant which may be absorbed in the foreseeable future. The majority appears to be concentrated in Blocks 5, 6, 7 and 8. For this analysis, DESMAN assumed this absorption would be realized as four new fast/casual restaurants located on each block. In addition, DESMAN assumed absorption of roughly 20,000 sf of vacant office space in the Marlboro College Building.

- **Latchis Theatre Restaurant** – The Latchis Theatre will shortly introduce two new restaurants – the Latchis Pub and Latchis Underground – encompassing roughly 4,000 square feet in total.

- **The Preston Lot** – Brattleboro Planning Services has indicated that the 55-space Preston Lot could be the site of a future development. For the purposes of this analysis, DESMAN assumed the loss of this facility, but not any impact from future development as no potential program could be defined.

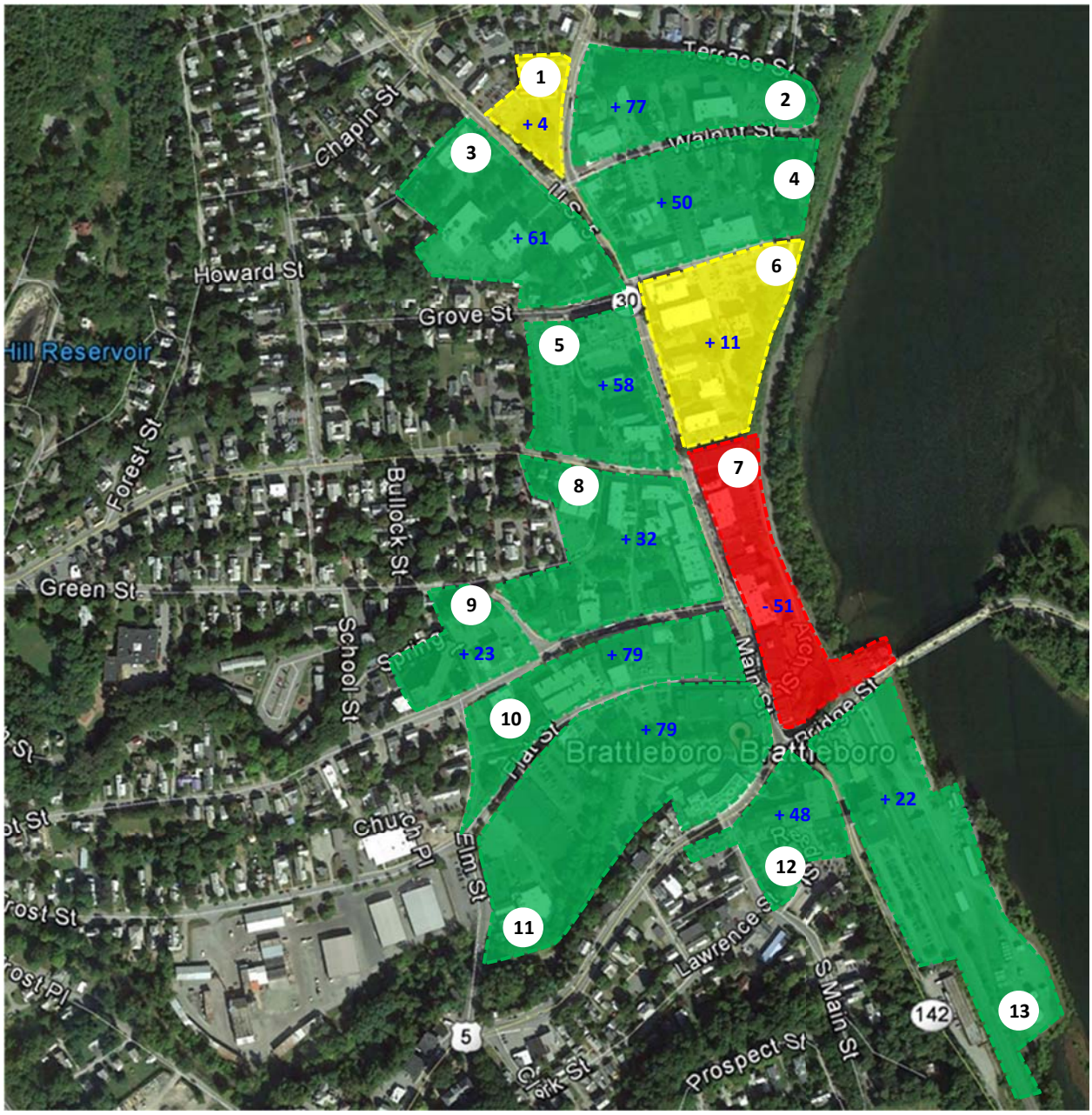
- **Bridge and Main Site** - Danny Lichenfeld, Director of the Brattleboro Museum, has indicated the museum is considering acquiring and redeveloping the buildings at 37-39 Main Street and 11 Arch Street into a new mixed-use complex with grade-level space for the museum and upper story residential units. For this analysis, DESMAN has assumed introduction of 5,000 square feet of exhibit/function space and ten residential units.

In order to project future need associated with these developments, DESMAN used peak observed weekday demand as a base and parking demand ratios from the Urban Land Institute and the Institute of Transpiration Engineers, adjusted to reflect local conditions, to estimate impact on the study area. Altogether, DESMAN projected demand in downtown Brattleboro would increase by a net 247 spaces as shown in Table 17, below. Figure 16, next page, illustrates the impact of these projects on the study area.

Table 17: Projected Future Development Impacts

Blk#	Effective Supply	Existing Peak Demand	Projected New Demand	Total Estimated Demand	Surplus/ (Deficit)	
1	34	30	0	30	4	
2	126	49	0	49	77	
3	159	98	0	98	61	
4	193	143	0	143	50	
5	216	131	27	158	58	Assumes development of a 2,000 SF fast/casual restaurant in currently vacant space.
6	138	100	27	127	11	Assumes development of a 2,000 SF fast/casual restaurant in currently vacant space.
7	54	48	57	105	(51)	Assumes development of 5,000 SF museum spaces and 10 residential units.
8	158	99	27	126	32	Assumes development of a 2,000 SF fast/casual restaurant in currently vacant space.
9	57	34	0	34	23	
10	326	188	59	247	79	Assumes development of 4,000 SF of fine/casual restaurants.
11	360	231	50	281	79	Assumes loss of the Preston Street Lot.
12	115	67	0	67	48	
13	179	87	70	157	22	Assumes absorption of 20,000 SF of office space in Marlboro College Building.
Total	**2,115**	**1,305**	**317**	**1,622**	**493**	

Figure 16: Projected Peak Hour Demand (Future)



#	=	Block Number	#	=	Available Spaces			
	=	84% or Less Utilized		=	85%-100% Utilized		=	Over Capacity

7. Options and Recommendations

As the preceding analysis suggests, the parking problems facing Brattleboro are issues with the level of service or convenience that downtown visitors, employees, and residents encounter within the current parking system, rather than overall shortfalls in the number of parking spaces. DESMAN would recommend the Town undertake the following **short-term** action steps to address immediate service issues highlighted earlier in this report:

1. **Replace existing single-head on-street meters with 'smart meters' which accept credit and debit card payments and offer more robust activity reports.** This would address citizen complaints regarding the existing meters and increase voluntary compliance with parking regulations. Single-head retrofits typically cost $350-$500 per unit to acquire and install and $30-$50 per head per year for communications services and maintenance. Many vendors offer competitive lease programs if the Town cannot support the initial expense. In addition to offer citizens more payment options, the newer meters offer a more robust reporting program which can be used to track activity (and by proxy, utilization) at curbside spaces.

   Similarly, DESMAN would also advocate for replacement of the multi-space meters in the Town's Public/Public Off-Street facilities with state-of-the-art equipment that can accept debit and credit cards as payment. These units are typically $7,500 - $10,000 to acquire and install and $45-$60 per year (per unit) for communication services and maintenance.

2. **Identify underutilized private properties in areas of need and promote the execution of Shared Use Agreements with businesses or institutions seeking parking.** The least expensive, easiest way to augment capacity in area experiencing parking issues is to open up existing spaces that are going underutilized to parkers in need. DESMAN's observations indicate there are numerous private facilities with available capacity that could be utilized by parkers searching for accommodation, particularly downtown residents and employees. An example of a Shared Use Agreement executed between the City of Los Altos (CA) and the Safeway Corporation is included in the Appendices as an example of such an agreement.

3. **Consider increasing pricing along Main Street to maintain an 85% occupancy rate under peak conditions.** As noted in the preceding analysis, the section of Main Street between Bridge and Grove Streets regularly reaches and exceeds the effective supply, contributing to the perception of inadequate parking downtown, especially among first-time visitors and other discretionary users. DESMAN would recommend the Town consider a limited-time (3-6 months) pilot to test the effectiveness of raising the price of parking through this area incrementally while maintaining or lowering the cost of parking in surrounding areas (such as the Preston Lot, Harris Lot or Transportation Center Garage) to determine if enough regular parkers can be compelled to use less burdened facilities and create enough vacancy through this area that there are always one or more open spaces on each blockface for discretionary parkers.

4. **Consider price increases in the High/Grove and Harmony Lots and price reductions in the Transportation Garage and Harris Lot to promote redistribution of demand.** Moderate price increases in the High/Grove and Harmony Lots are warranted if the Town moves forward with the Main Street Pricing Pilot to ensure these facilities are not overburdened. The Transportation

Center Garage and the Harris Lot, both of which have abundant available capacity at peak hours, could capture displaced parkers from Main Street and/or the High/Grove and Harmony Lots if the pricing in these facilities was significantly lower and therefore, more attractive, especially among longer term parkers and those familiar with the area.

5. **Install signage outside Public/Private facilities establishing hours when these facilities are open to use by the general public.** As noted during field observations, usage of these facilities tends to decline substantially on nights and weekends. As these are asserts owned by public entities, there is no reason they should not be made available to the general public when not in use. One of the ways to incent parkers to use these assets is to clearly post authorization to use the facilities during certain days and hours.

6. **Expand the "Parking Enforcement" webpage on the Town's website into a more robust resource.** The improved webpage should include: links to a map showing the location of public parking assets in the area, rates, and hours of operation; a description of current parking rules and regulations; information on where to park bicycles; and links to area taxi, transit and rideshare services. In the future, this page could also include information on how to operate new parking meters, appeal a ticket, apply for a permit, and pay a parking citation online.

DESMAN would recommend the Town consider the following **mid-term** action steps to address issues of perception among downtown constituents or improve services to downtown constituents:

7. **Identify secondary long-term (36-48 hours) storage areas for snow emergencies.** Several stakeholders indicated that the current accommodation within the Transportation Center Garage regularly reaches capacity during winter snow ban periods and the allowance of time for storing their vehicles off the street in this facility is too short for some residents. Establishing a secondary location where residents could park off street during snow emergencies and would have up to 48 hours after the storm before vehicles must be removed would address these complaints.

8. **Enhance the annual report on Parking Fund performance and expenditures.** The general public has a number of misconceptions regarding the financial aspects of the current parking system, including that parking tickets are a profit center for the Town, parking revenues from meters and leases go to the general fund, and property taxes subsidize or pay for the upkeep of public parking facilities. The Town already produces a narrative regarding the Parking Fund's performance as part of the Annual Report. An enhanced annual report would document income, outlays, and capital expenditures in greater detail and identify system benefits to the community. This expanded stand-alone report would dispel concerns that parking was a 'profit center' for the Town or that tax dollars were being used to fund the system.

9. **Consider painting and expanding lighting on the Transportation Center Garage to approve user experience.** The Transportation Center Garage meets minimum standards for illumination and is maintained in good condition, based on casual inspection. Regardless, there is a public perception that the facility is dark, dirty and unsafe. The existing lighting could be augmented by the application of light colored paint with refractive qualities which would better distribute current lighting across the facility in a more uniform manner, improving visibility. Alternately, or in

addition to this measure, additional lights could be installed between the existing fixtures to improve the overall light levels within the facility.

10. **Evaluate the feasibility of creating a secure bike storage throughout the downtown area.** Survey respondents were largely in support of establish a centralized bicycle parking facility downtown to better support the use of alternative modes of transportation. There are already secure bike storage lockers located in the Transportation Center Garage. Additional lockers could be installed in the lot adjacent to Town Hall and Brooks library to accommodate bicyclists on the north end of downtown and/or in the curbside "no parking" zone on the east side of Main Street directly in front of Key Bank and Mocha Joe's in the town's center, creating assets to the community from otherwise unutilized space and providing cyclists with centralized and secure parking.

As the preceding analysis indicates, DESMAN does not project a fundamental shortage in parking supply in downtown Brattleboro within the foreseeable future. Competition for available parking spaces on a particular block face or within a particular facility may cause very localized, short-term parking issues for time-to-time, but prolonged shortages of capacity within a block of two of any destination in downtown are not projected given the emerging developments provided to DESMAN. Should, at some time in the future, conditions change to where this additional capacity is needed, the Town might:

11. **Study the potential of introducing a single supported parking level over the High/Grove Lot.** An initial concept study, included in the Appendices, suggests a single supported level built over the High/Grove Lot could introduce as many as 133 new parking spaces into the downtown area at estimated cost of roughly $2.8M. It should be noted that this initiative could reduce the current capacity of the existing lot by up to 40 spaces and would require negotiations with abutting neighbors to gain community approval.

12. **Investigate the possibility of building a parking structure on the site of the Harris Lot.** Preliminary concept studies indicate this site could support a parking structure with a 162-space capacity per supported level, as shown in the Appendices. However, to accommodate this footprint, some adjacent buildings and properties would have to be acquired, demolished, and reconstituted as 'liner' buildings between the structure and Main Street. Given the complexity of this initiative, DESMAN does not have a reasonable opinion of cost.

13. **Consider acquiring the property on Flat Street and developing structured parking on the site of the current surface lot.** The surface parking lot at 80 Flat Street, listed as the C.F. Church Building, offers dimensions favorable to the development of a parking structure with up to 78 spaces per supported level. This facility could replace lost capacity if the Preston Lot is redeveloped and support the Brattleboro Museum's proposed redevelopment at the corner of Bridge and Main Streets. DESMAN does not have an opinion of cost on this option as there is no assigned capacity.

DOWNTOWN SHARED PARKING AGREEMENT

BETWEEN

SAFEWAY INC., A DELAWARE CORPORATION

&

CITY OF LOS ALTOS, A CALIFORNIA MUNICIPAL CORPORATION

DATE: March 21, 2012

DOWNTOWN SHARED PARKING AGREEMENT

This DOWNTOWN SHARED PARKING AGREEMENT ("**Agreement**") is dated March 21, 2012 for reference purposes only and is entered into by and between Safeway Inc., a Delaware corporation ("**Safeway**"), and the City of Los Altos, a California municipal corporation ("**City**").

RECITALS

A. Safeway is the owner of that real property located in the City of Los Altos, State of California, which real property is shown on the site plan attached hereto as **Exhibit A** (the "**Site Plan**") and more fully described on **Exhibit A-1** hereto (the "**Safeway Parcel**"); and

B. Safeway wishes to redevelop the Safeway Parcel and City has requested to use the parking facilities located on the Safeway Parcel for general downtown area parking; and

C. Safeway and City desire to enter into an agreement whereby members of the public may use the Safeway Parcel for parking purposes, under such terms and conditions as are more particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto do agree as follows:

ARTICLE 1
GENERAL PROVISIONS

The following capitalized terms used in this Agreement shall have the definitions set forth in this Article 1 unless otherwise defined herein.

1.1 "**Affiliate**" means (a) any Person which, directly or indirectly (including through one or more intermediaries), controls or is controlled by or is under common control with any other Person, including any subsidiary of a Person, and (b) shall include, without limitation, Property Development Centers, a Delaware limited liability company. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly (including through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such Person, through the ownership or control of voting securities, partnership interests or other equity interests or otherwise.

1.2 "**Baseline Parking Count**" is defined in **Exhibit D** hereto.

1.3 **"Building"** is any structure now or hereafter constructed on the Safeway Parcel with interior space enclosed by exterior walls, floor and roof that is designed for human occupancy and the conduct of the business therein by the Safeway Parcel Owner and/or Occupants of the Safeway Parcel, or any portion thereof, as well as any service, warehouse, and/or loading areas to be used in connection with any Building and any canopies or other architectural treatments of any Building.

1.4 **"Building Areas"** shall mean those portions of the Safeway Parcel on which any (i) Buildings, (ii) outdoor seating areas, (iii) trash enclosures, (iv) signage, or (v) similar improvements exist from time to time. Building Areas shall also include any utility lines and lighting facilities.

1.5 **"City"** is the City of Los Altos as referenced above.

1.6 **"Certificate of Occupancy"** means the certificate of occupancy required to be issued by the City after the Project is constructed to allow the same to be lawfully occupied and operated.

1.7 **"Common Area(s)"** is comprised of all portions of the Safeway Parcel, including, without limitation, all Parking Areas, landscape areas, sidewalks, designated walkways, access drives and lanes, driveways or curb cuts, and/or other improvements, that are not Building Areas as such may exist from time to time. Subject to applicable Laws and the rights of City to the Public Parking Spaces, in its sole and absolute discretion, the Safeway Parcel Owner shall be entitled to change and modify the Common Area, including, without limitation, eliminating portions thereof, and/or constructing any Building or other improvements thereon, at any time during the Term.

1.8 **"Commercial Uses"** means all uses permitted under the City's Zoning Code for the Downtown Adjacent Area, except for those uses that are designated solely for residential use as specified thereunder.

1.9 **"Constant Dollars"** is defined in Section 8.2.

1.10 **"Downtown Adjacent Area"** means that area adjacent to the Safeway Parcel, and which is located within the borders of Main Street to the South, Second Street to the East, Foothill Expressway to the West, and Shasta Street to the North extending through to Second Street, as shown on **Exhibit B** hereto.

1.11 **"Effective Date"** is the first date on which this Agreement has been fully executed and delivered to each Party.

1.12 **"Hazardous Material"** is any hazardous or toxic substance, material or waste which is or becomes regulated by, subject to or governed under any local governmental authority, any agency of the State of California or any agency of the United States, including, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "toxic material" or "toxic substance" under any Law, (ii) petroleum and any petroleum

by-products, (iii) asbestos, (iv) urea formaldehyde foam insulation, or (v) polychlorinated biphenyl.

1.13 "**Index**" is defined in Section 8.2.

1.14 "**Laws**" are any federal, state or local statute, rule, regulation, requirement, initiative, ordinance, court order, and common law.

1.15 "**Memorandum**" is defined in Article 11.

1.16 "**Mortgage**" is any duly recorded deed of trust encumbering the Safeway Parcel.

1.17 "**Mortgagee**" is a beneficiary under a Mortgage.

1.18 "**Occupant**" is any Person, together with all officers, directors, partners, employees and agents of such Person, entitled by fee ownership, leasehold interest or license to the exclusive occupancy of all, or any portion of, a Building.

1.19 "**Off-Street Parking Requirements**" is defined in Section 8.4.

1.20 "**Party**" or "**Parties**" means Safeway and/or City, and, when the context so indicates, their Successors and assigns.

1.21 "**Parking Areas**" are all portions of the Common Area designated for vehicular parking from time to time. Subject to applicable Laws and the rights of City to the Public Parking Spaces, in its sole and absolute discretion, the Safeway Parcel Owner shall be entitled to change or modify the Parking Areas, including, without limitation, by eliminating portions thereof, and/or constructing any Building or other improvements thereon, at any time during the Term.

1.22 "**Peak Demand Days**" is defined in Article 14.

1.23 "**Person**" is any individual, partnership, firm, joint venture, association, corporation or any other form of business entity.

1.24 "**Project**" is defined in Article 10.

1.25 "**Project Contingency**" is defined in Article 10.

1.26 "**Public Parking Spaces**" is defined in Section 2.1.

1.27 "**Public Permittees**" means members of the general public that are visiting or shopping in the downtown area of the City, except as otherwise specified or as set forth below. Further, except to the extent such activity is protected under applicable Laws, no Persons engaging in the following activities on the Common Area will be considered Public Permittees:

(a) exhibiting any placard, sign or notice;

(b) distributing any circular, handbill, placard, or booklet;

(c) soliciting memberships or contributions in or for any organization;

(d) parading, picketing or demonstrating; and

(e) failing to follow Rules and Regulations relating to the use of the Common Area.

Separate and apart from the above, if any Person or Person(s) are repeatedly using any portion of the Safeway Parcel to park while said Person works, or Persons work, at any business(es) located outside the boundaries of the Safeway Parcel, then the Safeway Parcel Owner shall be entitled to so notify the City, and propose that the Parties adopt appropriate measures to preclude such use, or otherwise mitigate any problems caused by the same, which proposal the City shall consider in good faith.

1.28 "**Rules and Regulations**" are any reasonable rules or regulations promulgated from time to time by the Safeway Parcel Owner regarding the use of the Common Area, as specified more fully below, provided no such Rules and Regulations shall be inconsistent herewith.

1.29 "**Safeway Exclusive Parking Spaces**" has the meaning set forth in Section 2.1(a).

1.30 "**Safeway Parcel**" is the land defined in the Recitals. The Safeway Parcel shall also include all legal lots or parcels consisting of such land described on **Exhibit A** and **Exhibit A-1** into which the same may be further subdivided in the future pursuant to the California Subdivision Map Act and other applicable Laws.

1.31 "**Safeway Parcel Owner**" is the fee owner of the Safeway Parcel as shown by the official records of the County of Santa Clara. Notwithstanding the above, if Safeway, or an Affiliate thereof, is an Occupant pursuant to a sale leaseback transaction whereby Safeway or its Affiliate is not the fee owner of the Safeway Parcel (the "**Safeway Tenant Party**"), then the Safeway Tenant Party shall be deemed to be the Safeway Parcel Owner for as long as the Safeway Tenant Party is leasing all or part of the Safeway Parcel. Safeway represents and warrants that as of the Effective Date hereof its fee interest in the Safeway Parcel is not encumbered by any deed of trust or mortgage.

1.32 "**Safeway's Permittees**" means any Person designated by the Safeway Parcel Owner now or in the future, including, without limitation, any and all customers, suppliers, employees, and invitees of said owner or any Occupant of the Safeway Parcel, or any portion thereof.

1.33 "**Site Plan**" is defined in the Recitals.

1.34 "**Successor(s)**" is defined in Article 7.

1.35 "**Term**" means the term of this Agreement as specified more fully in Article 8.

1.36 "**Zoning Code**" means Title 14 of the City's Municipal Code or any successor title or section thereof.

ARTICLE 2
INGRESS, EGRESS, AND PARKING LICENSE

2.1 During the Term, the Safeway Parcel Owner hereby agrees for the benefit of City to allow on a non-exclusive basis Public Permittees to (a) enter and exit the Safeway Parcel for the automobile, bicycle, and pedestrian passage over and across those portions of the Common Area improved with driveways, access drives and lanes and Parking Areas, and, with respect to pedestrian and bicycle use only, sidewalks or designated walkways, as such may exist from time to time and (b) the use of not less than one hundred twenty nine (129) parking spaces in the Parking Areas (except as otherwise specified below and not including any of the Safeway Exclusive Parking Spaces), as the same may exist from time to time (the "**Public Parking Spaces**"). (Notwithstanding the above, after the occurrence of the Project Contingency and the lawful completion of further improvements on the Safeway Parcel, the number of Public Parking Spaces may be reduced without violating this Agreement to no less than one hundred twenty-four (124) parking spaces.) Such rights shall be subject to the following reservations as well as other applicable provisions contained in this Agreement.

(a) Twenty-five (25) parking spaces in the Parking Areas (the "**Safeway Exclusive Parking Spaces**") shall be for the sole use of Safeway's Permittees. Initially, the Safeway Exclusive Parking Spaces shall be those parking spaces in the Parking Areas so marked or designated on the Site Plan (second page thereof) or otherwise selected by Safeway subject to the City's reasonable approval. Upon notice to the City, no more than once annually during the Term, the Safeway Parcel Owner shall be entitled in its sole discretion to change the specific parking spaces included within the Safeway Exclusive Parking Spaces beyond those shown on the Site Plan, provided in no event shall the number of such exclusive parking spaces exceed twenty-five (25). No Public Permittees shall use, or be entitled to use, such Safeway Exclusive Parking Spaces. The Safeway Exclusive Parking Spaces may be designated by such signage or curb markings as the Safeway Parcel Owner may deem appropriate. Without limiting the rights set forth above, the Safeway Parcel Owner may also post signs specifying that any unauthorized vehicles parking in the Safeway Exclusive Parking Spaces will be towed.

(b) The Safeway Parcel Owner may limit the number of consecutive minutes (but in no event shall such limitation be less than ninety (90) minutes) that a vehicle may be parked in the Parking Areas.

(c) The Safeway Parcel Owner may temporarily erect or place barriers in and around the Common Area, including, without limitation, Parking Areas, which are being constructed and/or repaired in order to insure either safety of persons or protection of property.

(d) The Safeway Parcel Owner may temporarily close portions of the Common Area, including, without limitation, Parking Areas, for purposes of allowing repairs and/or other maintenance of the same to occur.

(e) The Safeway Parcel Owner may close off any portion of the Common Area, including, without limitation, Parking Areas, for such reasonable period of time as may be legally necessary, in the opinion of its counsel, to prevent the acquisition of prescriptive or other permanent rights by anyone; provided, however, that prior to closing-off any portion of its Parcel, the Safeway Parcel Owner shall give written notice to City of its intention to do so.

(f) The Safeway Parcel Owner may post and record such notices and signage, in a manner consistent with the approved master signage program (but only to the extent applicable), as said Owner and/or its counsel believes is necessary, or desired, so as to preclude or prevent any claim that (i) any portion of the Common Area, including, without limitation, Parking Areas, are subject to any prescriptive easement or (ii) public dedication has occurred. Such posting and recording may include, among other things, notices authorized by California Civil Code Sections 813 and 1009. The entrance to the Common Area will have signage specifying the Public Parking Spaces are available for public use as provided for hereunder. Said signage shall be reasonably approved by the Director of Community Development.

(g) Except as otherwise specified herein, the use of the Common Areas and Parking Areas shall be in common with the Safeway Permittees, and any other Person authorized to use the same by the Safeway Parcel Owner.

2.2 Notwithstanding anything herein to the contrary, in no event shall any motor home or recreational vehicle (RV), non-passenger truck or vehicle, or any other vehicle that does not readily fit into a single parking space be allowed to use the Parking Areas without the consent of the Safeway Parcel Owner. Additionally, the Safeway Parcel Owner may at any time preclude any Person, even if such Person is otherwise a Public Permittee, from using any portion of the Common Area (including the Parking Areas) if the Safeway Parcel Owner reasonably believes that such Person is releasing or permitting any Hazardous Materials to be released on or around the Safeway Parcel.

2.3 All Public Permittees shall be required to use the Common Areas, including, without limitation, the Parking Areas, in compliance with all applicable Laws and the Rules and Regulations.

2.4 Provided it acts in accordance with applicable Laws, the Safeway Parcel Owner shall be entitled to enforce the rights reserved to itself pursuant to Sections 2.1(a) through 2.1(g), inclusive, including, by way of example only, the towing of any vehicles parked in violation of, or without the permission of the Safeway Parcel Owner as specified herein or otherwise.

ARTICLE 3
MAINTENANCE AND ALTERATIONS OF COMMON AREA

3.1 At no cost to the City, the Safeway Parcel Owner shall cause the Common Area, including the Parking Areas, to be maintained in good condition and repair during the entire Term.

3.2 Regardless of this Agreement or any provision hereof, subject to applicable Laws, the Safeway Parcel Owner shall have the sole and exclusive control of the Common Area, including the Parking Areas, and the right to make changes to the Common Area. Such rights shall include, but not be limited to, the right to (a) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters; (b) place permanent or temporary kiosks, displays, carts and stands in the Common Area (including the Parking Areas) and to lease same to tenants; (c) restrain the use of the Common Area by unauthorized persons that are not Safeway Permittees or Public Permittees; (d) temporarily close any portion of the Common Area (including the Parking Areas) as specified more fully in Article 1; and (e) renovate, upgrade or change the shape and size of the Common Area (including the Parking Areas) or add, eliminate or change the location of improvements to the Common Area (including the Parking Areas) including, without limitation, to construct any Building on the Common Area. City expressly acknowledges and agrees that the Safeway Parcel Owner may, at any time, subject to applicable Laws, change the shape, size, location, number and extent of the improvements shown on the Site Plan. The rights provided to the Safeway Parcel Owner as contained in this section, however, shall not be exercised so as to decrease the total number of Public Parking Spaces, except on a temporary basis (e.g. for repaving, restriping of parking spaces and similar occurrences) or as otherwise provided in Section 2.1.

3.3 Nothing in this Agreement shall grant City or any Public Permittee any right to make any change or alterations to any portion of the Common Area (including the Parking Areas) or any other portion of the Safeway Parcel. Nothing in this Agreement shall grant City any right to alter the improvements or penetrate the surface of the parking lot within the Safeway Parcel

3.4 The Safeway Parcel Owner shall pay, or cause to be paid, at no expense to City, when due, all real estate taxes (general and special) and assessments which may be levied, assessed, or charged by any public authority against the Safeway Parcel and the improvements thereon. In the event the Safeway Parcel Owner shall deem any real estate tax or assessment (including the rate thereof or the assessed valuation of the property) to be excessive or illegal, the Safeway Parcel Owner shall have the right, at its own costs and expense, to contest the same by appropriate proceedings, and nothing contained in this Section shall require the Safeway Parcel Owner to pay any such real estate tax or assessment as long as (a) no use of the Common Area and/or Parking Area would be immediately affected by such failure to pay (or bond); and (b) the amount or validity thereof shall be contested in good faith.

ARTICLE 4
PARTICIPATION IN DOWNTOWN PARKING PERMIT PROGRAM AND MONETARY PARKING CONTRIBUTION

4.1 The employees of any business operated on the Safeway Parcel shall not be entitled to participate in City's downtown parking permit program as such may exist from time to time during the Term.

4.2 If and when the Project Contingency is satisfied and Safeway obtains the Certificate of Occupancy, Safeway shall pay to the City the sum of Five Hundred Thousand Dollars ($500,000) as a parking fee or contribution for public parking to assist in the City's implementation of a comprehensive parking solution for the City's downtown. Safeway shall make such payment as a condition of the issuance of the Certificate of Occupancy.

ARTICLE 5
INSURANCE

During the Term, the Safeway Parcel Owner shall secure and maintain, or cause to be secured and maintained by any non-owner Occupant, at no expense to City, a policy of commercial general liability insurance. The Safeway Parcel Owner's liability policy shall provide coverage with respect to the Safeway Parcel. The coverage limits for such liability insurance shall not be less than Three Million Dollars ($3,000,000) for a combined single limit for bodily injury, personal injury, death and property damage liability per occurrence. All policies of insurance required above shall be obtained from an insurance company admitted to do business in California. Notwithstanding the above, the Safeway Parcel Owner or any non-owner Occupant shall be entitled to provide the insurance coverage specified above, in whole or in part, through a regularly maintained self-insurance program subject to the limitations set forth in the following paragraph. Nothing herein shall be construed to render or cause either Party hereto to be liable for the negligence or other actions or omissions of the other Party with respect to the Safeway Parcel or otherwise.

If the Safeway Parcel Owner is not Safeway, then the Safeway Parcel Owner's right to self-insure under such circumstances and right to continue to self-insure is conditioned upon: (a) the Safeway Parcel Owner or non-owner Occupant, or a Self-Insurance Affiliate (as defined below) of either, having a net worth of at least One Hundred Million Dollars ($100,000,000) and (b) such self-insurance providing for loss reserves that are actuarially derived in accordance with acceptable standards of the insurance industry and accrued (i.e., charged against earnings) or otherwise funded. With respect to the above, if the Successor, Safeway Parcel Owner, non-owner Occupant or any Self-Insurance Affiliate thereof, as applicable, is not a publicly traded company, then said Person shall, upon request, provide an audited financial statement, prepared in accordance with generally accepted accounting principles, showing the required net worth. As used above, "**Self-Insurance Affiliate**" means an Affiliate of the Safeway Parcel Owner or non-owner Occupant that provides self-insurance on behalf of the Safeway Parcel Owner or non-owner Occupant, as applicable, which covers occurrences on the Safeway Parcel. If Safeway is not the Safeway Parcel Owner, then said

Safeway Parcel Owner's right to self-insure shall terminate hereunder if the above conditions are not satisfied.

ARTICLE 6
NOT A PUBLIC DEDICATION

Nothing herein contained shall be deemed a gift or dedication, express or implied, of any portion of the Safeway Parcel or portion thereof to the general public or City for any public use or purpose whatsoever.

ARTICLE 7
SUCCESSORS AND ASSIGNS; COVENANTS RUNNING WITH THE LAND

During the Term, this Agreement and all of the rights, duties, powers, covenants, conditions, restrictions and obligations contained in this Agreement shall (a) burden the Safeway Parcel and are binding upon the Safeway Parcel Owner and its Occupants, if any, and their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, and all other Persons acquiring any interest in the Safeway Parcel, or portion thereof or interest therein, whether by operation of law or in any manner whatsoever; (b) benefit City and the Safeway Parcel and inure to the benefit of the Safeway Parcel Owner and any Occupants, and their respective heirs, successors (by merger, consolidation, reorganization, purchase (including the purchase of all or substantially all of the applicable Party's assets), merger, consolidation, reorganization or otherwise (each a "**Successor**" and collectively "**Successors**")), and assigns; and (c) are enforceable as equitable servitudes and/or constitute covenants running with the land pursuant to applicable Law.

ARTICLE 8
TERM OF AGREEMENT

8.1 Unless sooner terminated pursuant to Section 8.2, the term of this Agreement (the "**Term**") shall begin on the first date on which each of the following has occurred: (1) a fully executed original or copy of this Agreement is delivered to each of the Parties hereto and (2) the Project Contingency has been satisfied, and shall continue in full force and effect for a period of thirty (30) years after the commencement of the Term. (The date on which the Term actually commences, if any, shall be included in the Memorandum, or if there is no Memorandum, in a letter agreement executed by the parties hereto.) However, unless within one (1) year prior to thirty (30) years from the date hereof, there shall be recorded an instrument directing the termination of this Agreement, signed by both authorized representatives of the Safeway Parcel Owner and City, this Agreement, as in effect immediately prior to the expiration date, shall be continued automatically without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless, within one (1) year prior to the expiration of any such period, this Agreement is terminated as set forth above in this section, or as set forth in Sections 8.2, 8.3 or 8.4, as applicable.

8.2 For and at any time during the first five (5) years of the Term (as defined in Section 8.1), upon no less than one hundred eighty (180) days prior notice thereof delivered to

City, the Safeway Parcel Owner may revoke and terminate, in its sole discretion, this Agreement by paying to City a termination fee of Two Million Eight Hundred Eighty Thousand ($2,880,000) in Constant Dollars (less the $500,000 payment provided in Section 4.2) (the "**Termination Fee Period 1**"). After such five (5) year period, upon no less than one hundred eighty (180) days prior notice, the Safeway Parcel Owner may revoke and terminate, in its sole discretion, this Agreement by paying to City a termination fee of One Million Five Hundred Thousand Dollars ($1,500,000) (less the $500,000 payment provided in Section 4.2) (the "**Termination Fee Period 2**"). Notwithstanding the foregoing, the Termination Fee Period 1 or Termination Fee Period 2 shall be Five Hundred Thousand Dollars ($500,000) without any credit for any prior payment in the event that the number of parking spaces within the Downtown Adjacent Parking Area is less than ninety-five percent (95%) of the Baseline Parking Count (as defined in **Exhibit D**) at the time the 180-day termination notice is provided as more fully specified in **Exhibit D**. In no event, however, shall a loss of any parking spaces within the Downtown Adjacent Area on a temporary basis (i.e. for a period of less than one hundred eighty (180) days) as a result of any capital improvement project of the City or maintenance of any City-owned improvements result in a reduction of the Baseline Parking Count so as to allow for the termination of this Agreement as specified above. In the event of a termination pursuant to this Section 8.2, this Agreement shall terminate immediately on the later of (i) the one hundred eighty-first (181st) day after the delivery of the termination notice or (ii) the payment of the applicable termination fee to the City. For purposes of this Agreement, "**Constant Dollars**" means that the amount of dollars to which such phrase refers shall be increased or decreased on the fifth (5th) year after the occurrence of the Project Contingency and the issuance of a Certificate of Occupancy, and every fifth (5th) year thereafter during the Term in proportion to the increase or decrease in the Consumer Price Index for All Urban Consumers-All Items, published monthly by the United States Department of Labor (base year 1982-84=100) (the "**Index**"), or any successor index thereto as hereinafter provided. If the base year of the Index is changed, then all calculations pursuant to this Agreement, which require the use of the Index, shall be made by using the appropriate conversion factor published by the Department of Labor (or successor agency) to correlate to the base year of the Index herein specified. If no such conversion factor is published, then City or the Safeway Parcel Owner shall make the necessary calculation to achieve such conversion. Should the Department of Labor discontinue the publication of the Index, or publish the same less frequently, or alter the same in some manner, then City will adopt a substitute index or procedure, which reasonably reflects and monitors consumer prices.

8.3 City reserves the right, in its absolute discretion, to terminate this Agreement at any time by delivering a one-year notice of such termination to the Safeway Parcel Owner, provided no such termination shall affect the validity of any permits, approvals, or other entitlements granted to Safeway for the Project.

8.4 Notwithstanding any provision herein to the contrary, if, after the first five (5) years after the Term (as defined in Section 8.1) has commenced, the Safeway Parcel is further developed or redeveloped so that the number of parking spaces thereon equals or exceeds the number of off-street parking spaces required by the Zoning Code as such then exists (the "**Off-Street Parking Requirements**") without the finding of any exception pursuant to Section 14.48.180 of the Zoning Code (as such section was in effect as of the Effective Date) or any successor similar section or provision thereof, the granting of any variance, or the use of any

common parking facility to satisfy such Off-Street Parking Requirements pursuant to Sections 14.48.100 and 14.74.170 of the Zoning Code (as such sections were in effect as of the Effective Date) or any successor or similar sections or provisions, then this Agreement shall automatically terminate without further notice or the payment of any fee on the first date that such Off-Street Parking Requirements are so satisfied.

8.5 Upon the expiration of the Term or this Agreement, neither Party shall have any further duties or obligations hereunder, except with respect to any obligation hereunder that is expressly stated to survive the termination of this Agreement.

ARTICLE 9
NOTICES

Any notice, request, demand, instruction or other communication required by this Agreement to be given to any Party hereto shall be in writing and shall be either (a) personally delivered to the Parties named below, or the Party otherwise entitled thereto, by a commercial messenger service regularly retaining receipts for such delivery, (b) sent by registered or certified mail, return receipt requested, or (c) delivered by a recognized overnight carrier that provides proof of delivery, and such notice shall be effective upon delivery thereof to the Party being given notice, and shall be addressed to the parties as listed below:

If to Safeway:	5918 Stoneridge Mall Road Pleasanton CA 94588-3229 Attention: Real Estate Law Division
with a copy to:	5918 Stoneridge Mall Road Pleasanton, California 94588-3229 Attention: Northern California Division Real Estate Department
If to City:	City of Los Altos One North San Antonio Road Los Altos, CA 94022 Attention: City Manager / City Attorney

ARTICLE 10
CONDITIONS

This Agreement is conditioned on, and the Term hereof shall only commence upon, each of the following occurring: Safeway (a) obtaining all necessary permits and approvals from City and any other applicable governmental entity permitting the construction and operation of a new supermarket under the Safeway brand name (or any successor thereto) containing approximately 45,265 square feet of net building area, and on-site parking and other improvements, all as substantially shown on the Site Plan, or as otherwise acceptable to Safeway in its sole and unfettered discretion (the "**Project**") and (b) constructing the Project and opening for business to

the public therein (collectively the "**Project Contingency**"). If the Project Contingency has not occurred or been satisfied within thirty-six (36) months after the Effective Date, then Safeway may, but shall not be required, to terminate this Agreement upon notice thereof to City. Such a termination shall render this Agreement null and void, and treated for purposes of any applicable Project entitlement condition as if the Agreement was never executed. Nothing set forth herein shall require City to approve the Project or any portion thereof, and/or Safeway to construct the Project, open for business to the public therein, or continue such business for any period of time. No termination of this Agreement or rights granted pursuant to Article 2 shall constitute a basis for revoking, modifying, or changing in any material and adverse manner any permits or other governmental approvals previously granted by City for the Project, unless such termination was solely caused by a default under this Agreement by the Safeway Parcel Owner.

ARTICLE 11
RECORDATION

This Agreement shall not be recorded. However, upon the request of City made on or after the Project Contingency has been satisfied, Safeway shall duly execute and acknowledge a memorandum of this Agreement in substantially the form attached hereto as **Exhibit C** (the "**Memorandum**"), and deliver the same to City for recordation, provided in no event shall the Memorandum be recorded until and unless the Term commenced hereunder. (If no such **Exhibit C** is attached, then the Memorandum shall be in a form prepared by the City, subject to the approval of the Safeway Parcel Owner, which approval shall not be unreasonably withheld, conditioned, or delayed.) Upon any termination of this Agreement, City shall cooperate with the Safeway Parcel Owner to cause any such recorded Memorandum to be removed from record title to the Safeway Parcel.

ARTICLE 12
DEFAULT

No Party shall be in default hereunder unless and until said Party shall have not performed any of its promises, covenants or agreements herein contained for more than fifteen (15) days (provided, however, if the default cannot be rectified or cured within such fifteen (15) day period, the default shall be deemed to be rectified or cured if said Party, within such fifteen (15) day period, shall have commenced to rectify or cure the default and shall thereafter diligently and continuously prosecute same to completion) after written notice thereof from the other Party. Upon the occurrence of such default, the non-defaulting Party shall be entitled to all remedies allowed pursuant to applicable Law, including, without limitation, injunctive or equitable relief. Notwithstanding the above, in no event shall any default hereunder entitle either Party hereunder to terminate this Agreement.

ARTICLE 13
MORTGAGEE PROTECTION

No breach of the covenants, conditions or restrictions herein contained shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering the Safeway Parcel or any portion thereof, provided that any Mortgagee that obtains title to the Safeway Parcel (or any portion thereof) and any other Safeway Parcel Owner

whose title is derived therefrom shall be bound by the provisions hereof from and after the date said Mortgagee or such Safeway Parcel Owner, as applicable, obtains title to all or part of the Safeway Parcel.

ARTICLE 14
TRANSPORTATION DEMAND MANAGEMENT PRACTICES

Solely with respect to the Peak Demand Days (as defined below), the Safeway Parcel Owner shall implement parking demand management strategies or practices, which shall include one or more of the following components: (i) employee incentives not to commute to work by car or automobile (e.g. incentives to encourage the use of bicycles to commute to work, providing bus passes, and/or facilitating employee car pooling), (ii) causing employees not to park in the Parking Areas and to utilize parking spaces located outside of the City's downtown; and (iii) the use of a valet parking service. The "**Peak Demand Days**" mean and are limited to Halloween, the day before Thanksgiving, Christmas Eve, New Year's Eve, Valentine's Day, and Super Bowl Sunday.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 If either Party brings an action of law or in equity to interpret or enforce this Agreement, the prevailing party as determined by the Court in such action shall be entitled to recover reasonable attorney's fees and court costs for all stages of litigation, including but not limited to, appellate proceedings, in addition to any other remedy granted.

15.2 The relationship of Safeway and City is that of contractual parties, and it is expressly understood and agreed that nothing contained in this Agreement shall be interpreted or construed to make the parties partners, landlord-tenant, joint venturers or participants in any other legal relationship.

15.3 The Safeway Parcel Owner shall have the right upon notice thereof to delegate all or part of its rights and duties hereunder to any Occupant or Occupants, provided that no such delegation shall serve to relieve the Safeway Parcel Owner for non-compliance with the terms hereof.

15.4 This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and agreements between the parties. This Agreement may not be modified or amended except for a written agreement signed by the Parties.

15.5 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, terrorism, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the Party obligated to perform, shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage.

15.6 This Agreement may be executed in counterparts, each of which when taken together, shall constitute but one original.

15.7 The Article and Section headings used herein are inserted for convenience only.

15.8 The failure of any Party to enforce any covenant, condition or restriction herein contained, by reference or otherwise, shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition or restriction.

15.9 If any provision (by reference or otherwise) of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

15.10 Except as otherwise provided in Section 15.3, the provisions of this Agreement are and will be for the benefit of the Parties hereto only and are not for the benefit of any third-party; and, accordingly, no third-party shall have the right to enforce the provisions of this Agreement.

15.11 This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California. Subject to the above, the provisions of the Agreement shall be construed according to the normal meaning and tenor (unless the context indicates otherwise) thereof without regard to the general rule that contractual provisions are to be construed narrowly against the Party which drafted the same.

15.12 All exhibits and recitals referred to in this Agreement constitute part of this Agreement and are incorporated in this Agreement by this reference as if fully set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date or dates set forth below.

CITY:

CITY OF LOS ALTOS, a California municipal corporation

By: _____
Valorie Cook Carpenter, Mayor

Approved as to Form:

_____
Jolie Houston, City Attorney

SAFEWAY:

SAFEWAY INC., a Delaware corporation

By: _____
Assistant Vice President

By: _____
Assistant Secretary

Date: _____

Form Approved: _____

15.6 This Agreement may be executed in counterparts, each of which when taken together, shall constitute but one original.

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IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date or dates set forth below.

CITY:

CITY OF LOS ALTOS, a California municipal corporation

By: _____

SAFEWAY:

SAFEWAY INC., a Delaware corporation

By: _____
Assistant Vice President

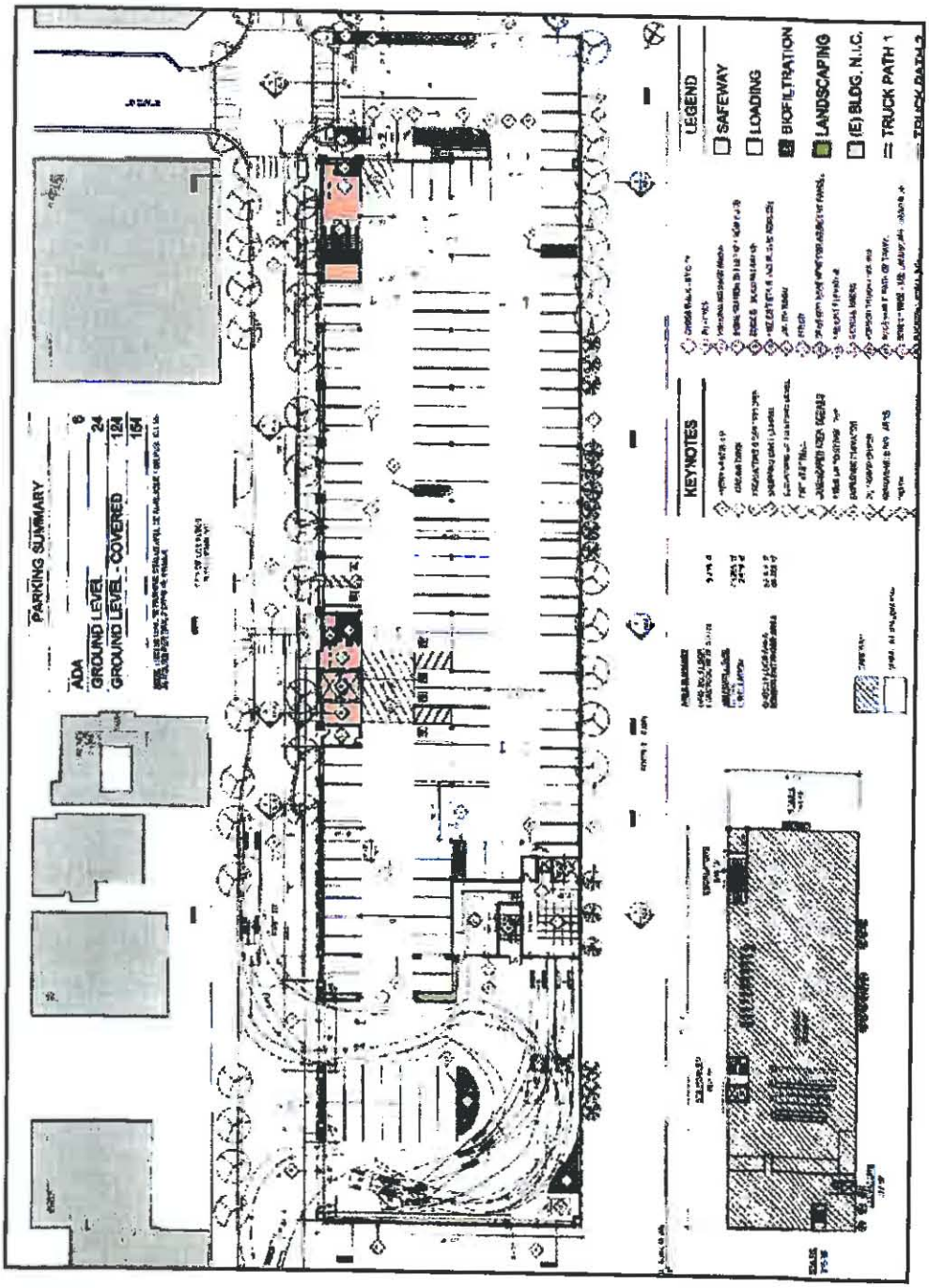
By: _____
Assistant Secretary

Date: April 6, 2012

Form Approved: _____

EXHIBIT A

SITE PLAN FOR SAFEWAY PARCEL



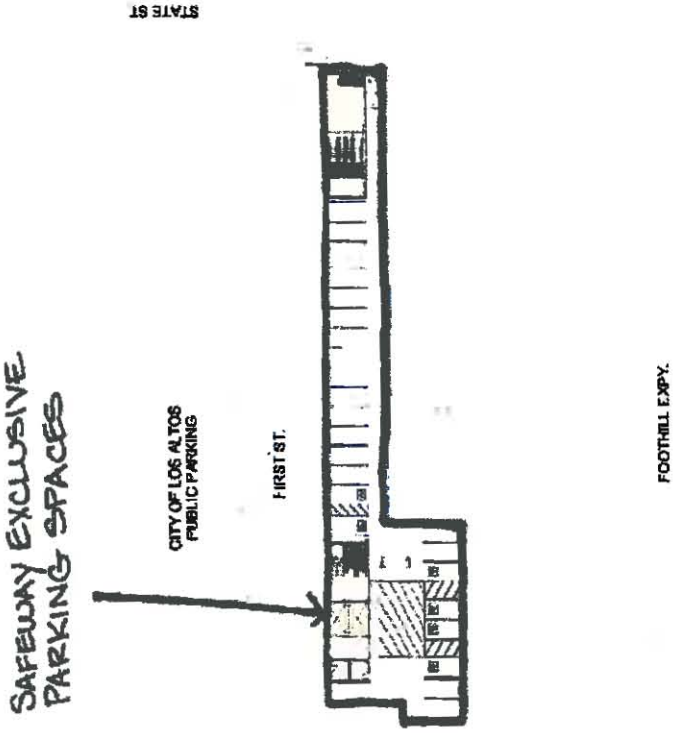

SAFEWAY EXCLUSIVE
PARKING SPACES
CITY OF LOS ALTOS
PUBLIC PARKING
FIRST ST.
STATE ST
FOOTHILL EXPY.

EXHIBIT A-1

LEGAL DESCRIPTION FOR SAFEWAY PARCEL

All that certain Real Property in the City of Said Land, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

A portion of Section 30, Township 6 South, Range 2 West, Mount Diablo Base and Meridian, and described as follows:

Beginning at a point on the Southwesterly line of First Street, distant thereon North 32 deg. 03' West 645 feet from the intersection thereof with the Southwesterly prolongation of the Northwesterly line of Main Street as shown on Map No. 1 of Los Altos filed in Book L of Maps, Page 99, Santa Clara County Records; thence North 32 deg. 03' West along said Southwesterly line of First Street, 207.3 feet to the intersection thereof with the Southeasterly line of the Parcel of Land described in memo of lease by Southern Pacific Company, Lessor, and Small Holders Associated Real Estate, Inc., Lessee, Recorded March 31, 1964 in Book 6444 Official Records, Page 446, Santa Clara County Records; thence South 57 deg. 57' West along the Southeasterly line of said last mentioned Parcel of Land, 127.21 feet to the Northeasterly line of Parcel KK as shown on the Map of Record of Survey of Foothill Expressway on File in Book 175 of Maps, Pages 5 to 9, Santa Clara County Records; thence South 32 deg. 03' 48" East along the Northeasterly line of said Parcel KK, 207.3 feet to a point which bears South 57 deg. 57' West from the Point of Beginning; thence North 57 deg. 57' East 127.16 feet to the Point of Beginning.

Excepting therefrom: all minerals and mineral rights, interest, and royalties, including without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the Property, however, Grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property in connection therewith, as reserved in the Corporation Grant Deed from Southern Pacific Transportation Company, a Delaware Corporation, to Safeway, Inc., a Delaware Corporation, dated October 20, 1997 and recorded December 23, 1997 as Instrument No. 13987339.

PARCEL TWO:

Commencing at the Point of Intersection of the Southwesterly line of First Street with the Southwesterly Prolongation of the Northwesterly line of Main Street as shown on Map No. 1 of Los Altos, recorded in Book "L" of Maps, at Page 99, Records of Santa Clara County, California, thence N. 32 deg 03' W. along said Southwesterly line of First Street 455 feet to the actual Point of Beginning of the Parcel of Land to be described; thence continuing N. 32 deg 03' W. along said Southwesterly line of First Street 190 feet to a point, thence S. 57 deg 57' W. 122 feet to a point on a line that is parallel with and distant 30 feet Northeasterly measured at right angles from the center line of Main Track of Southern Pacific Company's Railroad; thence S. 32 deg 03' E. along said parallel line 39.21 feet; thence S. 41 deg 27' 48" E. 152.85 feet; thence N. 57 deg 57' E. 97 feet to the Point of Beginning, and being a portion of the S. E. 1/4 of Section 30, T. 6 S. R. 2 W. M.D.B. & M.

PARCEL THREE:

Beginning at a point from which the intersection of the Southwesterly line of First Street with the Northwesterly line of Main Street as said intersection is shown upon the Map hereinabove referred to, (Record of Survey, Foothill Expressway, filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1964 in Book 175 of Maps, at Pages 5 to 9 inclusive) bears North 57 deg 58' 56" East, 96.99 feet and South 32 deg 01' 04" East, 455.00 feet. Thence from said Point of Beginning North 41 deg 26' 06" West, 152.85 feet; thence North 32 deg 01' 04" West, 39.21 feet; thence South 57 deg 58' 56" West to a point in the Northeasterly line of Parcel "KK" as said Parcel is shown and delineated upon the hereinabove referred to Map; thence along last said Northeasterly line South 32 deg 02' 28" East, 190.00 feet; thence North 57 deg 58' 56" East to the Point of Beginning.

PARCEL FOUR:

A portion of Section 30, Township 6 South, Range 2 West, Mount Diablo Base and Meridian, and described as follows:

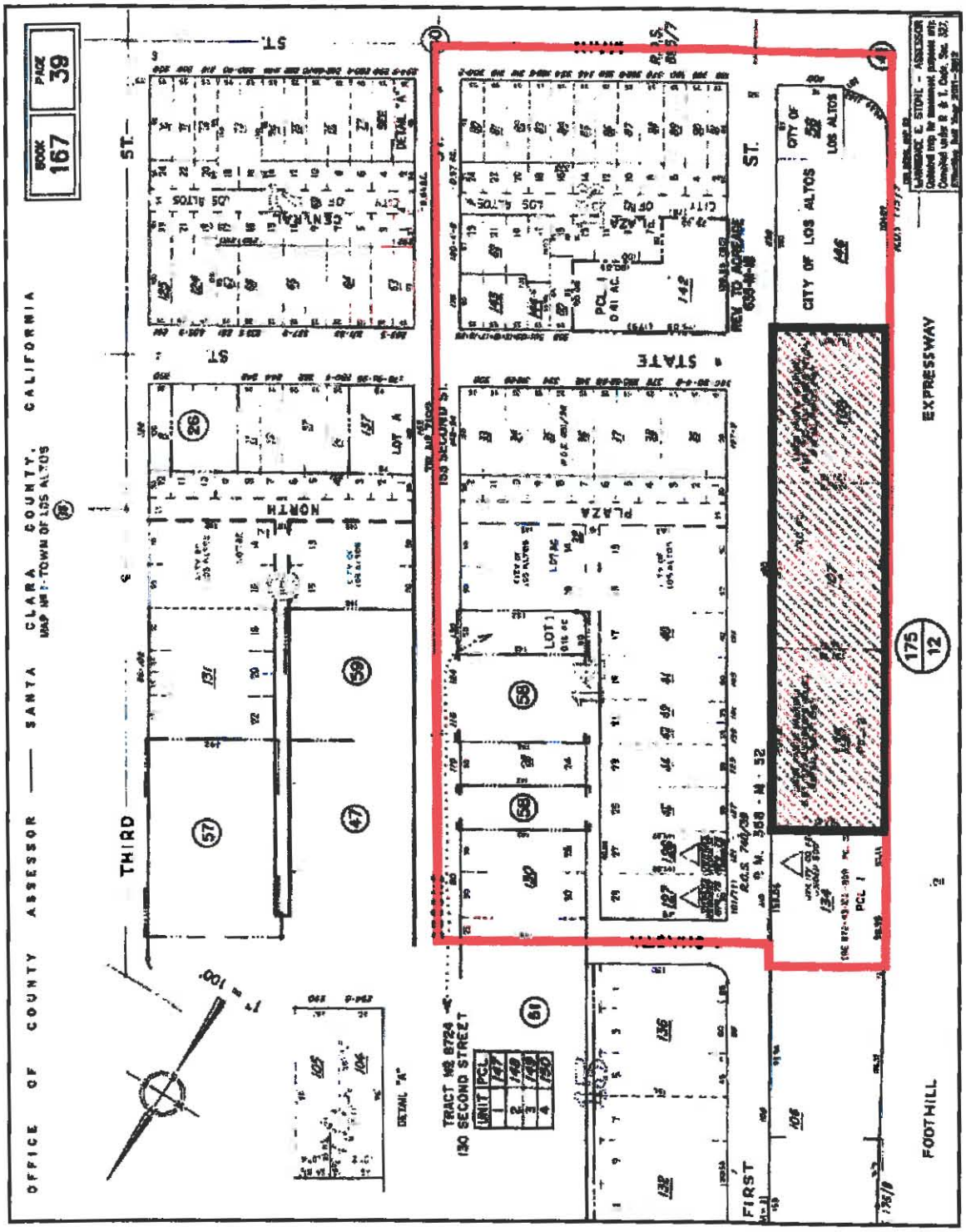
Beginning at a point on the Southwesterly line of First Street, distant thereon North 32 deg 03' West 285 feet from the intersection thereof with the Southwesterly prolongation of the Northwesterly line of Main Street as shown on Map No. 1 of Los Altos on file in Book L of Maps, Page 99, Santa Clara County Records; thence North 32 deg 03' West along said Southwesterly line of First Street, 170 feet to the Easterly corner of the Parcel of Land conveyed to Alton L. Burkhart, et al, by Deed recorded January 8, 1947, Book 1426 Official Records, Page 135, Santa Clara County Records; thence South 57 deg 57' West along the Southeasterly line of said Parcel of Land conveyed to Alton L. Burkhart, et al, and its Southwesterly prolongation, 127.12 feet to the Northeasterly line of Parcel KK, as shown on the Map of Record of Survey of Foothill Expressway on file in Book 175 of Maps, Pages 5 to 9, Santa Clara County Records; thence South 32 deg 03' East along the Northeasterly line of said Parcel KK, 170 feet; thence North 57 deg 57' East 127.08 feet to the Point of Beginning.

Excepting therefrom: All minerals and mineral rights, interests, and royalties, including without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the Property, however, Grantor or its successors and assigns, shall not have the right for any pupose whatsoever to enter upon, into or through the surface of the Property in connection therewith, as reserved in the Corporation Grant Deed from Southern Pacific Transportation Company, a Delaware Corporation, to Safeway Inc., a Delaware Corporation, dated October 20, 1997 and recorded December 23, 1997 as Instrument No. 13987339.

APN: 167-39-107, 108, 135

EXHIBIT B

DOWNTOWN ADJACENT AREA



SAFW\48652\820209.11

EXHIBIT C

FORM OF MEMORANDUM

[Attached]

MEMORANDUM OF AGREEMENT

RECORDATION REQUESTED BY:
AFTER RECORDATION RETURN TO:

City of Los Altos
One North San Antonio Road
Los Altos, CA 94022
Attention: City Manager / City Attorney

RETURN BY: MAIL (X) PICK UP ( )

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is made as of this _____ day of _____, 201_, between Safeway Inc., a Delaware corporation ("**Safeway**"), and the City of Los Altos, a California municipal corporation ("**City**"), with reference to the following facts:

A. Safeway and City have entered into that Downtown Shared Parking Agreement, dated March 21, 2012 (the "Agreement").

B. The Agreement concerns the improved real property located in the City of Los Altos on which Safeway is currently operating a supermarket (the "Property"). The Property is more fully described in **Exhibit A** hereto.

C. The Agreement provides for the parties thereto to enter into this Memorandum and to have the same recorded at the City's request.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Agreement grants to the City the right to permit public parking on portions of the Property under such terms and conditions as are more particularly set forth in the Agreement.

The Term of the Agreement is for ten years, subject to extension and termination as specified more fully therein, and commenced on _____, 20__.

The purpose of this Memorandum is to give record notice of the Agreement and of the terms thereof and the rights created thereby. It is not intended to amend or modify any of the rights and obligations set forth in the Agreement. To the extent that any provisions of this Memorandum and the Agreement conflict, the provisions of the Agreement shall control.

This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

CITY OF LOS ALTOS, a municipal corporation	SAFEWAY INC., a Delaware corporation
By: _____	By: _____ Assistant Vice President By: _____ Assistant Secretary Date: _____ Form Approved: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature _____

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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Beginning at a point from which the intersection of the Southwesterly line of First Street with the Northwesterly line of Main Street as said intersection is shown upon the Map hereinabove referred to, (Record of Survey, Foothill Expressway, filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on March 12, 1964 in Book 175 of Maps, at Pages 5 to 9 inclusive) bears North 57 deg 58' 56" East, 96.99 feet and South 32 deg 01' 04" East, 455.00 feet. Thence from said Point of Beginning North 41 deg 26' 06" West, 152.85 feet; thence North 32 deg 01' 04" West, 39.21 feet; thence South 57 deg 58' 56" West to a point in the Northeasterly line of Parcel "KK" as said Parcel is shown and delineated upon the hereinabove referred to Map; thence along last said Northeasterly line South 32 deg 02' 28" East, 190.00 feet; thence North 57 deg 58' 56" East to the Point of Beginning.

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[Continued on next page]

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APN: 167-39-107, 108, 135

EXHIBIT D

BASELINE PARKING COUNT

Pursuant to the Parking Agreement approved by City Council on January 24, 2012 the available parking spaces adjacent to Safeway shall not be less than ninety-five percent (95%) of the Baseline Parking Count.

The Baseline Parking Count is determined by the available parking identified within the area adjacent to Safeway from Main Street to the South, Second Street to the East, Foothill Expressway to the West, and Shasta to the North extending through to Second Street, as represented in Exhibit B of the Parking Agreement, which area is referred to in the Parking Agreement as the Downtown Adjacent Area.

The Baseline Parking Count excludes the twenty (20) parking spaces known to be eliminated within the Downtown Adjacent Area as a result of the First Street Streetscape improvements. Excluding those spaces, below are the current parking counts for the Downtown Adjacent Area:

	Parking Spaces
North Side of Main Street	17
State Street	23
West Side of Second Street	11
South Side of Shasta Street	6
Private On-Site Parking within Boundary Area (Excluding 160 and 230 First Street)	
<u>Residential</u>	
80 Second Street	26
100-102 Second Street	8
110 Second Street	3
124 Second Street	19
130-140 Second Street	12
<u>Commercial</u>	
101 First Street	13
110 First Street	60
121 First Street	7
127 First Street	6
129 First Street	8
139 First Street	5
141 First Street	5
145 First Street	4
151 First Street	10
Parking Plaza Four	64

Parking Plaza Seven	126
TOTAL	**433**

The 433 spaces are referred to herein and in the Parking Agreement as the "Baseline Parking Count." A five percent (5%) reduction in the Baseline Parking Count would be a net loss of 22 parking spaces or more (a "5% or More Reduction"). A 5% or More Reduction shall occur if either (1) at any time 22 or more parking spaces are lost or removed from the Downtown Adjacent Area for any reason (except on a temporary basis as further specified in the Parking Agreement) and not then replaced with additional parking so that the number of parking spaces remains at or above the Baseline Parking Count, or (2) the further development or redevelopment of existing buildings / land within the Downtown Adjacent Area results in an unmet parking demand of 22 or more parking spaces for the Downtown Adjacent Area as a whole. The number of parking spaces needed for the Downtown Adjacent Area shall be based on the City's Off-Street Parking Requirements (as defined in the Parking Agreement) calculated without the granting of (i) any variance or (ii) the use of any common parking facility (beyond that specified above for Parking Plazas Four and Seven) pursuant to Sections 14.48.100 and 14.74.170 of the Zoning Code (in effect as of the Effective Date) or any successor or similar sections or provisions. By way of example only, if 101 First Street is redeveloped in the future such that 43 parking spaces are required pursuant to the City's Off-Street Parking Requirements and only 20 parking spaces are installed at the completion of such project with no other changes within the Downtown Adjacent Area, then there would be a shortage of 23 parking spaces and a resulting 5% or More Reduction.

Notwithstanding the above, in no event shall the City's Off-Street Parking Requirements within the Downtown Adjacent Area for purposes of determining whether a 5% or More Reduction has occurred be deemed to be less than (x) five (5) spaces per thousand (1,000) square feet of "net building area" as defined in the City Zoning Code as of the Effective Date for retail uses or (y) 3.3 spaces per thousand (1,000) square feet of net building area for office uses, except as follows: In the event that Parking Plaza Four or Seven is sought to be redeveloped and governmentally entitled in a manner that could accommodate either retail or office space, or a combination thereof, based on market demand, then the minimum Off-Street Parking Requirements for purposes of determining whether a 5% or More Reduction has occurred shall be reasonably agreed upon by Safeway and City (i) acting in good faith and (ii) taking into account the parking requirements imposed on substantially similar projects, if any, that were actually constructed in the San Francisco Bay Area after the Effective Date and otherwise known to said parties.

SHEET NO.	DATE: 1/12/2018	GROVE STREET
C-1	PROJECT NO. 20-17112.00-3	BRATTLEBORO VERMONT GARAGE CONCEPTS

DESMAN Design Management

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