

**GRANT OF EASEMENT BY AND BETWEEN
THE CITY OF NEW HAVEN and YALE-NEW HAVEN HOSPITAL, INC.**

This Grant of Easement is entered into this ____ day of _____, 2024 by and between The City of New Haven, a municipal corporation specially chartered by the General Assembly of the State of Connecticut (the “City”), and Yale-New Haven Hospital, Inc., a corporation organized and existing under the laws of the State of Connecticut, having a mailing address of 20 York Street, New Haven, Connecticut 06504 (the “Hospital”).

WITNESSETH:

WHEREAS, the Hospital is the owner of various properties comprised of the block generally bounded by Chapel Street, George Street, Sherman Avenue and Orchard Street, in the City of New Haven (collectively the “SRC Property”) and additional properties located along Orchard Street (collectively the “Orchard Street Property”);

WHEREAS, the Hospital intends to renovate and expand the Emergency Department/Heart Vascular and Cardiac Center (“ED/HVC”) upon a portion of the SRC Property known as 1450 Chapel Street in order to increase available patient beds and improve patient care (the “ED/HVC Project”);

WHEREAS, the existing emergency department located at the SRC Property (“Emergency Department”) will continue to operate during the preparation, construction, and completion of the ED/HVC Project;

WHEREAS, the Emergency Department’s existing ambulance waiting and triage area will be displaced as a result of the ED/HVC Project;

WHEREAS, in order to continue to receive and treat patients arriving to the Emergency Department via ambulance during construction of the ED/HVC Project, it will be necessary for the Hospital to construct a temporary ambulance waiting and triage area (“Temporary Ambulance Area”);

WHEREAS, due to existing site constraints and applicable statutory and regulatory requirements for ambulance waiting and triage areas, it will be necessary for the Hospital to locate the Temporary Ambulance Area and related structures over, under, and across certain portions of Orchard Street;

WHEREAS, the construction of the Temporary Ambulance Area, as well as the preparation of the site and the construction of the ED/HVC Project, will require the grant of certain temporary rights over, under and across portions of Orchard Street, including the right to the temporary closure of certain lanes of Orchard Street;

WHEREAS, the City desires to grant to the Hospital such temporary rights and easements as are reasonably required for construction of the ED/HVC Project and Temporary Ambulance Area in order to ensure the safe and efficient completion of the ED/HVC Project;

WHEREAS, the Board of Alders of the City of New Haven on January 7, 2020, approved an Order of the New Haven Board of Alders authorizing the Mayor of the City of New Haven to execute two Grants of Licenses and Easements on behalf of the City of New Haven with Yale New Haven Hospital, Inc., with respect to two overhead pedestrian bridges over Orchard Street and to execute a Grant of Licenses and Easements on behalf of the City of New Haven and with Yale New Haven Hospital, Inc. with respect to Chapel Street, George Street, Sherman Avenue, and Orchard Street (the “Order”);

WHEREAS, pursuant to the “Grant of Licenses and Easements with respect to Chapel Street, George Street, Sherman Avenue, and Orchard Street,” as referenced in the Order, the City granted to the Hospital the right to close certain lanes of Orchard Street “in locations and for such periods as approved by the Director of Traffic and Parking, the Director of City Plan Commission, the Director of Public Works, the Building Inspector, and the Fire Marshal, as applicable;”

WHEREAS, the Easement for the closure of Orchard Street in connection with the ED/HVC Project and Temporary Ambulance Area, as depicted in Exhibit B and set forth herein, has been reviewed and approved by the Director of Traffic and Parking, the Director of City Plan Commission, the Director of Public Works, the Building Inspector, and the Fire Marshal;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the City hereby grants to the Hospital this irrevocable and exclusive easement to enter upon and use certain property (the “Orchard Street Easement Area”), which Orchard Street Easement Area is more particularly on the drawing entitled “Emergency Department Construction Easement,” prepared by Tighe & Bond, Dated April 18, 2024, Scale 1” = 40’, Sheet No. ROW-001, a copy of which will be filed with the New Haven Town Clerk and is attached as Exhibit A hereto and made a part hereof, on the following terms and conditions (the “Easement”):

1. Grant of Easement. The Easement shall be used for purposes of: (a) construction staging, access, and similar construction-related purposes in connection with the Hospital’s site preparation, construction, and completion of the ED/HVC Project; (b) the construction of the Temporary Ambulance Area, including the construction and/or installation of any structures, utility connection(s), or stormwater management systems reasonably necessary for the safe operation of the Temporary Ambulance Area; and (c) the operation and maintenance of the Temporary Ambulance Area for the duration of the ED/HVC Project.

2. Duration of Easement. The Easement shall take effect as of the date January 1, 2025 (the “Start Date”) and shall continue for eighteen (18) months thereafter (the “Termination Date”), unless extended in accordance with Section 3 hereof. The City hereby irrevocably waives any right to cancel, terminate, or otherwise unilaterally rescind this Easement prior to its expiration, except as permitted under applicable law. At all times, the Hospital (and its contractors, consultants, agents, employees and authorized representatives) shall have unrestricted and

exclusive use of, and access to, the Orchard Street Easement Area so long as this Easement remains in effect. Upon the termination of the Easement, the Hospital shall remove any structures and return the Orchard Street Easement Area to its condition prior to the commencement of construction.

3. Extension. The Hospital shall have one (1) extension option to extend the term of this Easement upon the same terms and conditions set forth in this Easement (the “Option”) provided the exercise of the Option shall not confer additional options or extension rights beyond those set forth in this Section 3 upon the Hospital. The Option entitles the Hospital to a six (6) month extension of the then current Termination Date (i.e., as the same may have been extended pursuant to the Hospital’s exercise of the Option), *provided*, the Hospital’s exercise of the Option shall have been approved by the Director of Traffic and Parking, the Director of City Plan Commission, the Director of Public Works, the Building Inspector and the Fire Marshal, as applicable, which approval shall not be unreasonably withheld. In order to exercise the Option, the Hospital shall provide the City with notice of its election to so exercise no later than forty-five (45) days prior to the then current Termination Date.

4. Easement Fee. In consideration of this Easement, the Hospital shall pay the City the stipulated sum of ONE-HUNDRED AND FIFTY THOUSAND DOLLARS and 00/100 Dollars (\$150,000) as a one-time fee (the “Easement Fee”). The Easement Fee shall be paid in two (2) equal installments of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), with the first installment paid on or before the Start Date and the second installment paid in or around October 2025. The City shall earmark the Easement Fee as follows: \$50,000 to be dedicated to traffic and safety improvements and \$100,000 to be used for the development and enhancement of public amenities in the neighborhood surrounding the SRC Property.

5. Additional Temporary Lane Closures. In addition to the temporary closure of certain lanes included within the Orchard Street Easement Area for the duration of the Easement, the City hereby grants to the Hospital the right to close all Orchard Street lanes between Chapel Street and George Street, for brief periods in the interest of safety and to permit the passage of large loads and the installation of the Temporary Ambulance Area; *provided*, that the location and duration of such closure has been approved by the Director of Traffic and Parking, the Director of City Plan Commission, the Director of Public Works, the Building Inspector and the Fire Marshal, as applicable.

6. Insurance. Throughout the period of site preparation and construction of the ED/HVC Project, the Hospital shall provide and keep in force a policy or policies of liability and damage insurance in amounts reasonably deemed adequate by the Hospital and the City, but not less than \$10,000,000, to insure against loss or damage to property or injury to persons resulting from or arising out of or in connection with the Hospital's or its agents' activities in connection with the site preparation and construction of the ED/HVC Project. The City shall be named as an additional insured in any such policy or policies of insurance and such policy or policies shall provide that it is primary insurance. The City shall be provided ten (10) days prior notice of any cancellation of such insurance. A copy of all such policies and renewals thereof shall be filed with the City Clerk's Office and the Office of the Corporation Counsel.

7. Indemnity. The Hospital agrees and shall appear, defend, indemnify and save the City harmless of and from any and all liability, expenses, damages, suits, claims or judgments (including reasonable attorneys' fees) caused by or in any way arising out of or in connection with damage to property or personal injury to persons directly caused by the Hospital's or its agents' activities in connection with the site preparation and construction of the ED/HVC Project or Temporary Ambulance Area.

8. No City Obligations. The City shall have no duty to maintain, improve or repair any structures or improvements constructed by the Hospital pursuant to its rights under this Agreement.

9. Hospital Performance. All activities undertaken by the Hospital pursuant to this Agreement shall comply with all applicable federal, state and local laws, ordinances and regulations, including, without limitation, laws relating to worker safety and to proper disposal of disturbed or discarded materials, substances and wastes.

10. Notices.

(a) Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be deemed delivered (i) upon delivery or failure to accept delivery if sent by Federal Express or another nationally recognized air-freight or commercial delivery service for next day delivery, or (ii) three (3) days after mailing if sent by the United States mail, certified mail (return receipt requested), provided such notices shall be addressed or delivered to the parties at their respective addresses set forth below:

To the Hospital:

Yale-New Haven Hospital, Inc.
20 York Street
New Haven, Connecticut 06504
Attn. Senior Vice President, Administration

With a copy to:

Matt McKennan, Esq.
Yale-New Haven Hospital, Inc.
789 Howard Avenue, CB 230
New Haven, Connecticut 06510

John W. Knuff, Esq.
Hurwitz, Sagarin, Slossberg & Knuff, LLC
147 N. Broad Street
Milford, Connecticut 06460

To the City:

Economic Development Administration
City of New Haven
165 Church Street
New Haven, Connecticut 06510
Attn. Michael Piscitelli

With a copy to:

Office of the Corporation Counsel
City of New Haven
165 Church Street
New Haven, Connecticut 06510
Attn. Michael J. Pinto, Assistant Corporation Counsel

(b) Each party shall have the right to change the place or person or persons to which notices, requests, demands, and communications hereunder shall be sent or delivered by delivering a notice to the other parties.

To have and hold the foregoing unto the Hospital, and unto its successors and assigns.

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Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Easement to be signed, sealed and delivered by the their duly authorized officers as of the date first written above.

CITY OF NEW HAVEN

By: _____

YALE-NEW HAVEN HOSPITAL, INC.

By: _____

STATE OF CONNECTICUT:

: ss. New Haven _____, 2024

COUNTY OF NEW HAVEN:

Before me, the undersigned officer, personally appeared, _____, of YALE-NEW HAVEN HOSPITAL, INC., a Connecticut corporation, and that he being the _____ of Yale-New Haven Hospital, Inc., executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its _____.

Commissioner of the Superior Court

STATE OF CONNECTICUT:

: ss. New Haven _____, 2024

COUNTY OF NEW HAVEN:

Before me, the undersigned officer, personally appeared, _____, of the CITY OF NEW HAVEN, a Connecticut municipal corporation, and that he being the _____ of the City of New Haven, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as its _____.

Commissioner of the Superior Court

EXHIBIT A