

Record and Return to:

Yale University
Office of Senior VP and General Counsel
2 Whitney Avenue, 6th Floor
New Haven, CT 06443
Attn: Real Estate

LICENSE AGREEMENT

The undersigned, CITY OF NEW HAVEN, a municipal corporation organized and existing under the laws of the State of Connecticut (“Grantor”), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Grantor by YALE UNIVERSITY, a corporation specially chartered by the General Assembly of the Colony and State of Connecticut (“Yale”), receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant and convey to Yale, its successors and assigns forever, the following rights, privileges and license (collectively, the “License”):

The right to install, replace, construct, operate, maintain, inspect, alter, remove and repair a high-pressure fire water pipe and all appurtenances, equipment or facilities useful or convenient in connection therewith or incidental thereto (collectively, “Utility Improvements”) in the following location(s) for service to and/or from its various properties:

46 Hillhouse Avenue Crossing

One (1) high pressure fire water pipe, up to eight inches (8”) in diameter;

The pipe shall be buried in a trench which will be approximately five feet (5’) wide and approximately eight feet (8’) deep, consistent with City standards for such depths associated with the pipe being installed. The pipe shall run from the existing sprinkler main located on 46 Hillhouse Avenue and located to the south of the existing building thereon to provide service to 37 Hillhouse Avenue, as shown on the Drawing (defined below).

All of the foregoing Utility Improvements are shown on a drawing entitled “FIRE MAIN EXTENSION PLAN AND PROFILE”, scale as shown and dated July 27, 2023, as revised on April 8, 2024, prepared for Yale University by Christopher Williams Architects, which drawing is attached hereto and made a part hereof as Exhibit A (the “Drawing”). The foregoing locations are approximations that may vary depending on field conditions encountered in the course of construction. The final location of the Utility Improvements will be shown on AS BUILT plans to be filed as set forth below.

1. The rights granted hereby may be exercised and enjoyed by Yale and its trustees, officers, agents, employees, servants, invitees, contractors and subcontractors, and their successors or assigns, on foot and/or with vehicles, with such supplies, machinery and equipment as

may be necessary, useful or convenient in connection with or incidental thereto, subject to the following conditions:

- a. Yale shall install all of the Utility Improvements below the surface in a manner and at a depth so as not to interfere with existing underground utilities or structures, in accordance with detailed plans which Yale will submit for review and approval to Grantor's City Engineer, Building Inspector, and Director of Public Works, Director of Traffic and Parking and the Fire Marshal, which approval shall not be unreasonably withheld, conditioned or delayed, and in accordance with relevant codes, ordinances and regulations. Yale shall obtain at its sole cost a building permit for all work to be carried out under this License Agreement and shall comply with all reasonable terms and conditions established by the Grantor in connection therewith. The Utility Improvements shall be installed by open trench excavation.
- b. Grantor acknowledges and agrees that Yale may interfere with public access along Hillhouse Avenue in connection with the foregoing excavation and installation, provided that written notice of such interference shall be delivered to the Director of Traffic and Parking not less than fourteen (14) days prior to such interference and shall thereafter be coordinate with the Director of Traffic and Parking, the New Haven Police Department and any other City Department as may reasonably be deemed necessary. Yale shall maintain such traffic, parking and pedestrian access during the installation, any subsequent repair, replacement, alteration or removal of the Utility Improvements as may be required by the terms and conditions of said building permit.
- c. The Utility Improvements installed under the terms of this License Agreement shall be used solely by Yale University or its affiliated organizations or their respective tenants or licensees or occupants for all legally permissible purposes.
- d. After the installation of the Utility Improvements or after subsequent repair, replacement, alteration or removal of the Utility Improvements, Yale shall restore at no cost to the Grantor, any portion of the streets, sidewalks and public rights of way which Yale or its agents may have disturbed to their condition prior to such installation, repair, replacement, alteration or removal work, or to a condition reasonably satisfactory to the Grantor's City Engineer, Building Inspector, Public Works Director, Director of Traffic and Parking and the Fire Marshall, which may include remilling and curb-to-curb repaving in the event that the conventional trench installation method is utilized.
- e. After installation of the Utility Improvement, Yale shall do or cause to be done any subsequent work on the Utility Improvements at such times and in such manner as to minimize the disturbance of the streets, sidewalks, and public rights of way, for the purpose of which the following provisions shall apply:

- i. routine maintenance and other non-emergency work by Yale on the Utility Improvements shall be performed only after ten (10) days prior notice to the Director of Public Work, and
 - ii. notice of emergency repair work on the Utility Improvements shall be given immediately to the Grantor's Director of Public Works.
 - f. Yale shall file a complete set of "As-Built" drawings of the Utility Improvements with the Grantor's City Engineer after completion of the installation, showing both the horizontal and vertical "As Built" locations of the conduits.
2. Yale shall assume the defense of, indemnify and hold Grantor harmless from, any and all loss, costs and damages of any nature whatsoever which may result on account of or arising from the design, construction, installation, maintenance, repair or operation of the Utility Improvements, whether or not in use or abandoned at the time of such loss, costs, and damages are incurred, or from the negligence or willful misconduct of Yale trustees, officers, agents, employees, servants, invitees, contractors and subcontractors, in the construction, installation, operation, maintenance, repair, replacement, alteration or removal of the Utility Improvements.
3. Yale shall provide proof upon request of Grantor that it maintains a satisfactory general liability insurance policy with a per occurrence limit of no less than \$5,000,000.00, which amount Grantor may reasonably increase from time to time to an amount customarily required by other Connecticut municipalities under similar circumstances. Yale may satisfy the insurance required in this Paragraph 3 via a program of self-insurance and the required proof in this Paragraph 3 may be satisfied by an online memorandum of insurance. Yale's insurance policy shall be maintained in full force by Yale as long as said Utility Improvements are operated at said locations.
4. Yale shall retain ownership of and title to the Utility Improvements and shall not abandon any portion of them without the prior review and approval of Grantor's City Engineer, which shall not be unreasonably withheld, conditioned or delayed, and with respect to any such abandonment, upon request of Grantor and receipt of any necessary approvals, remove the pies and execute and record and record an instrument releasing and terminating all rights hereunder with respect thereto. Until such time as any Utility Improvements is abandoned as aforesaid, Yale shall maintain and repair said Utility Improvement to the reasonable satisfaction of the City Engineer, Building Inspector, Director of Traffic and Parking and the Fire Marshall, and according to relevant codes, ordinances and regulations as established from time to time.
5. Except with respect to the rights granted herein, Grantor's rights in and to the streets, sidewalks, and rights of way shall not be affected, provided that Grantor shall provide Yale with timely opportunity to review and consult with respect to the impact of any excavation, installation, facility, structure or other obstruction affecting or potentially affecting the Utility Improvements before constructing, placing or permitting such items to be made, constructed or placed. In the event that the Grantor requires the Utility Improvements to be relocated, Yale shall be given a license for such relocation to the location specified by

Grantor of pipes substantially in the form hereof and Yale shall relocate the Utility Improvements at no expense to the Grantor. Yale hereby releases Grantor from any claim for loss, costs and damages of any nature whatsoever which may result to Yale from relocation of the Utility Improvements at Grantor's request, as aforesaid.

6. This License Agreement may only be amended in writing by mutual agreement of the parties and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors-in-title, successors and assigns of the respective parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Yale have duly executed this instrument as of the ___ day of _____, 2024.

Signed and delivered in the presence of:

CITY OF NEW HAVEN

Witness

By: _____
Name: _____
Title: _____

Witness

Approves as to Form:

Name: _____
Title: _____

(Acknowledgment on following page)

YALE UNIVERSITY

Witness

By: _____
Name: _____
Title: _____

Witness

(Acknowledgment on following page)

EXHIBIT A

DRAWING

(see attached)