

**LICENSE AGREEMENT BY AND BETWEEN
THE CITY OF NEW HAVEN
AND
THE NEW HAVEN PARKING AUTHORITY**
A__ - _____

THIS LICENSE AGREEMENT (this "Agreement") is entered into as of the 1st day of July, 2025 (the "Effective Date"), by and between the **CITY OF NEW HAVEN**, a municipal corporation organized and existing under the laws of the State of Connecticut with a mailing address of 165 Church Street, New Haven, Connecticut 06510 (the "Licensor"), and **NEW HAVEN PARKING AUTHORITY**, a municipal authority organized and existing under the laws of the State of Connecticut with a mailing address of 232 George Street, New Haven, Connecticut 06510 (the "Licensee").

WHEREAS, Licensor is the owner of a certain parcel of land known as the "Under the Air Rights Garage Lot," adjacent to and beneath that parking garage known as the "Air-Rights Garage", consisting of two parcels containing a total of approximately 4.50 acres, more or less and shown as Parcel 6 and Parcel 7 on a map filed in the New Haven City Clerk's Office entitled, "TOWN OF NEW HAVEN MAP SHOWING TRANSFER OF CUSTODY AND CONTROL TO THE STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION NORTH FRONTAGE ROAD & LEGION AVENUE FROM ELLA T. GRASSO BOULEVARD EASTERLY TO ROUTE 34 EXPRESSWAY SCALE 1" = 40' MAR. 2003 ARTHUR W. GRUHN, P.E. CHIEF ENGINEER — BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS". TOWN NO. 92, PROJ. NO. 156-79, SERIAL NO. 56B, SHEET NOS. 1-6 (the "Premises"); and

WHEREAS, Licensor has agreed to grant Licensee a license to operate a surface parking lot at the Premises in exchange for Licensee's payment of a monthly license fee.

NOW, THEREFORE, for the consideration hereinafter set out, Licensor and Licensee hereby agree as follows:

1. License.

Licensor grants to Licensee the exclusive right to use the Premises for the sole purpose of operating a surface parking lot, and the provision of access to and from the Air Rights Garage and the loading docks serving 55 Park Street and Yale New Haven Hospital. Notwithstanding the foregoing, it is agreed and understood that Licensee shall observe, or cause to be observed, all reasonable rules now or hereafter promulgated by Licensor with respect to operations at the Premises (provided that such rules do not materially derogate from Licensee's use of the Premises), and that Licensor, any employee or agent of Licensor and/or any other party expressly authorized by Licensor shall, at reasonable times and upon reasonable notice (or at any time, without notice, in case of an emergency), have full and unimpeded access to the Premises in order to carry out such inspections or construction or other work (whether with respect to the Premises or any surrounding public right of way) as Licensor may reasonably consider necessary or desirable. It is further agreed and understood that this Agreement

represents a contractual right to occupy the Premises and does not create any leasehold or other such real estate interest in Licensee with respect to the Premises.

2. Initial Term.

- (a) Subject to the provisions of Section 2(b) below, the term of this Agreement shall commence as of the Effective Date and shall continue for Five (5) Years, expiring on June 30th, 2030. (the "Initial Term")
- (b) Notwithstanding the provisions of Section 2(a) above, it is agreed and understood that this Agreement shall automatically terminate upon the occurrence of any of the following:
 - (i) a material default by Licensee with respect to any of Licensee's obligations hereunder, where such default is not cured within thirty (30) days of Licensor delivering to Licensee written notice thereof;
 - (ii) Ninety (90) days written notice from either party to the other terminating this Agreement; or
 - (iii) a material default by Licensor with respect to any of Licensor's obligations hereunder, where such default is not cured within thirty (30) days of Licensee delivering to Licensor written notice thereof.
- (c) Renewal Term: NHPA may renew, at its sole option, this Agreement for one (1) renewal term of five (5) successive years commencing July 1, 2030, and continuing through June 30, 2035. NHPA shall give written notice of the exercise of the renewal option prior to April 1, 2030. During the Renewal Term(s), all terms, provisions, covenants and conditions of this Agreement shall apply except for compensation which shall be adjusted (if required) pursuant to Section 3 (a) of this Agreement.

3. License Fee.

- (a) Commencing on the first day of the Initial Term, Licensee shall pay to Licensor a monthly license fee (the "License Fee") of Five Thousand Dollars (\$5,000.00), payable in advance on the first day of each calendar month, which equates to an annual License Fee of Sixty Thousand Dollars (\$60,000.00). The annual License Fee shall be subject to adjustment at the end of each year during the Initial Term and any Renewal Term(s). Such adjustment shall be calculated by applying a percentage equal to the difference between the per-parking-space rate at the Premises in effect during the immediately preceding term and the per-parking-space rate to be in effect for the upcoming term. For the avoidance of doubt, the adjusted annual License Fee shall be calculated based on the then-current per-parking-space rate multiplied by the total number of parking spaces subject to this Agreement.

- (b) The License Fee shall be allocated as follows: (1) fifty percent (50%) shall be remitted to the City of New Haven for deposit into its general fund; and (2) fifty percent (50%) shall be remitted to Account #21652309, established for the Yale New Haven Hospital Housing and Economic Fund.

4. Revenue Statements and Audits.

Upon the request of the Economic Development Administrator for the City of New Haven (but not more than once during any calendar year), Licensee agrees to provide an audited statement of income and expenses with respect to the Premises, provided that the provisions of this Section 4 shall not apply for so long as Licensee shall continue to deliver copies of its annual audited financial statements to Licensor, with a copy thereof delivered directly to the Economic Development Administrator.

5. Exclusion of Rights of Way.

Licensor and Licensee hereby agree that to the extent that any portion of the Premises is accepted as a public right of way, as shown on those drawings attached hereto as Exhibit A and made a part hereof, then, such public right of way shall thereafter be excluded from the definition of "Premises" hereunder.

6. Maintenance of Premises.

Licensee shall keep and maintain the Premises in good order, condition, and state of repair at its sole cost and expense. This shall include, but not be limited to, the following:

- (a) maintaining the Premises to ensure the safety, health and welfare of the public;
- (b) removing all trash, debris, and filth, as necessary;
- (c) installing, maintaining, replacing, repairing, and restoring all signs and markers to keep them in good working condition and to reflect any new wayfinding signage/markings developed as part of the Downtown Crossing Project;
- (d) to the extent practicable, removing snow and ice and/or using sand or other appropriate substance to insure the safety, health and welfare of the public and parking lot customers; and
- (e) maintaining, replacing, repairing, and restoring all lighting fixtures to keep them in good working condition to insure the safety, health and welfare of the public and parking lot customers.

7. Compliance with Laws.

Licensee shall be responsible for compliance with all laws and regulations (federal, state or municipal) with respect to Licensee's use and occupancy of the Premises, including (without limitation) all environmental laws and regulations. Licensee shall be responsible for ensuring that there is no disposal or leakage from the Premises of any wastewater, chemicals, oil or other

such environmentally damaging substances into the ground or storm drains serving the Premises.

8. No Representation by Licensor.

Licensee acknowledges that Licensor has not made any representations or promises whatsoever with respect to the Premises and/or the suitability of the same for Licensee's proposed use. The taking of possession of the Premises by Licensee shall be conclusive evidence that Licensee accepts the same in the condition existing the date hereof.

9. Assignment and Subletting.

The license granted pursuant to this Agreement is strictly personal to Licensee, and any purported alienation of any of the rights herein contained without the express written consent of Licensor shall result in the automatic termination of this Agreement, provided that Licensor hereby acknowledges and consents that CMHC is currently a sub-licensee at the Premises and the Authority and CMHC are in the process of negotiating a license with CMHC to be co-terminus with the term of the this Agreement and to the agreements previously entered into by Licensee with Yale New Haven Hospital concerning access to the loading docks at 55 Park Street.

10. Licensee's Failure to Maintain the Premises.

In the event that Licensee shall fail to carry out Licensee's maintenance obligations hereunder, then without prejudice to any other rights or remedies which may be available to Licensor, it is hereby agreed, stipulated and understood that Licensor shall be permitted to carry out such work and recover the cost of the same from Licensee.

11. Insurance and Indemnity.

(a) Licensee hereby agrees to indemnify, defend and hold harmless Licensor and Licensor's officers, agents and employees against and from any and all claims, damages, losses and expenses (including, without limitation, attorneys' fees) arising out of or resulting directly or indirectly from Licensee's use and occupation of the Premises, and/or any default by Licensee hereunder. Without prejudice to the generality of the forgoing, it is hereby agreed, stipulated and understood that to the extent that Licensee shall issue more parking passes for the Premises than there are available parking spaces at the Premises) it shall be the sole and absolute obligation of Licensee to accommodate all such parkers and Licensee hereby agrees to indemnify and hold harmless Licensor against and from any costs or expenses incurred by Licensor with respect to the fulfillment of its obligations under any other Agreement concerning the Premises or any liability of any nature arising (directly or indirectly) therefrom..

(b) At all times during the Term, Licensee shall carry public liability insurance with respect to Licensee's use and occupancy of the Premises with Licensor named as an additional insured and certificate holder. Such insurance shall be in an amount not less than the following: Two Million Dollars (\$2,000,000.00) general aggregate, Two Million Dollars (\$2,000,000.00) Products and Completed Operations, One Million Dollars (\$1,000,000.00) Personal and Advertising Injury, One Million Dollars

(\$1,000,000.00) each occurrence limit, Three Hundred Thousand Dollars (\$300,000.00) Fire Damage, Ten Thousand Dollars (\$10,000.00) Medical Payments, any one person, and One Million Dollars (\$1,000,000.00) Automobile.

- (c) At all times during the Term, Licensee shall also carry Workers Compensation and Employers Liability Insurance with limits of not less than the following: Each Accident \$100,000.00; Disease Policy Limit/Aggregate Limit \$500,000.00; Disease each employee \$100,000.00. Licensor shall be named a Certificate Holder on such policy, and Licensee shall furnish Licensor with a Certificate of Insurance evidencing that it has complied with the obligations under this Section 11.
- (d) Licensee shall not be permitted to enter the Premises until such time as Licensee shall have delivered a certificate of insurance to Licensor showing Licensee's compliance with the provisions of this Section 11. Any insurance certificate shall specifically reference this Agreement and provide Licensor with thirty-(30) days' notice of cancellation. Licensee shall, upon the demand of Licensor, provide Licensor with a copy of any insurance policy that is required hereunder. Licensee shall not change any terms of conditions of any insurance policy that is required under this Agreement without the prior written approval of Licensor, which approval shall not be unreasonably withheld.

12. Waiver.

The failure of Licensor to enforce or insist upon the performance of any of the covenants and conditions contained in this Agreement shall not be construed as a waiver of any other covenant or condition, or as a waiver of any future right to enforce or insist upon the performance of the covenant or condition in question.

13. Notices.

Any notices required to be given hereunder shall be deemed duly given if mailed in any post office by registered or certified mail addressed to the parties at the following addresses, or such other address as the parties may by written notice provide:

If to Licensor:
City of New Haven
Office of the Economic Development Administration
165 Church Street
New Haven, CT 06510
Attn: Economic Development Administrator

If to Licensee:
New Haven Parking Authority
232 George Street
New Haven, Connecticut 06510
Attn: Executive Director

14. Prior Agreements.

This Agreement contains the entire agreement between Licensor and Licensee with respect to Licensee's use and occupation of the Premises, and no prior agreement or understanding, oral or written, expressed or implied, pertaining to the same shall be effective for any purpose.

15. Governing Law.

This Agreement is made under and shall be construed in accordance with the laws of the State of Connecticut.

16. Agreement Binding Upon Successors and Assigns.

Licensor and Licensee each binds itself, its successors and assigns to such other party and to the successors and assigns of such other party with respect to all covenants of this Agreement.

IN WITNESS WHEREOF, the parties have executed one (1) counterpart of this Agreement as of the day and year first above written.

LICENSEE

LICENSOR

NEW HAVEN PARKING AUTHORITY

CITY OF NEW HAVEN

BY: _____
Name: Norman Forrester
Title: Chairman
Duly Authorized

BY: _____
Name: Justin Elicker
Title: Mayor

Dated: _____

Dated: _____

Approved for Form and Correctness

John Ward, Esq.
Special Counsel
Economic Development

Dated: