

After recording, please return to:  
Sabia Taiman LLC  
999 Asylum Avenue, Suite 114  
Hartford, CT 06105

## DECLARATION OF LAND USE RESTRICTIVE COVENANT

**THIS DECLARATION OF LAND USE RESTRICTIVE COVENANT** (this “**Declaration**”) is made as of \_\_\_\_\_, 2025 as a condition precedent to the award to the **CITY OF NEW HAVEN** (“**Owner**”) of a grant (the “**Funds**”) pursuant to Section 32-285a of the Connecticut General Statutes (the “**Act**”), as amended, by the State of Connecticut (the “**State**”), acting by its Commissioner of Economic and Community Development (the “**Commissioner**”).

### WITNESSETH:

**WHEREAS**, the Owner is the owner of real property located in the City of New Haven, Connecticut, more particularly described in **Schedule A** hereto, located at 1080 State Street, New Haven, Connecticut (the “**Property**”); and

**WHEREAS**, **ALBERTUS MAGNUS COLLEGE** (“**AMC**”) has received financial assistance from the State for the purpose of assessment, inventory, remediation, and redevelopment within the Property, pursuant to the provisions of the Act; and

**WHEREAS**, AMC has represented to the State certain restrictions it will maintain for the period of time with respect to the Property as specified in the agreement for financial assistance of even date herewith from the State to AMC (the “**Assistance Agreement**”) knowing and understanding that the State is relying on such representations; and

**WHEREAS**, the State requires as a condition precedent to the awarding of the Funds, that the Owner execute, deliver and record this Declaration on the official land records of the municipality in which the Property is located in order to create certain covenants running with the land for the purpose of enforcing the use restrictions found in Section 3 of this Declaration, by regulating and restricting the use of the Property, as set forth herein; and

**WHEREAS**, the regulatory and restrictive covenants set forth herein governing the use, occupancy, operation, and transfer of the Property shall be and are covenants running with the land thereon for a term which, except as otherwise is expressly provided in Section 4 of this Declaration, shall terminate ten (10) years after the date of the recording of this Declaration and are binding upon all subsequent owners of the Property for such term, and are not merely personal covenants of the Owner; and

**WHEREAS**, the State as a condition of its willingness to extend the financial assistance, requires that the Owner shall, by entrance into the terms, conditions and covenants set forth

below, consent thereby to be regulated and restricted by the State as provided herein and by any applicable statutes and rules, regulations, policies and procedures of the State.

**NOW THEREFORE**, in consideration of the award of the Funds by the State, the Owner agrees as follows:

### **Section 1 - Recording Filing, Covenants To Run With the Land**

(a) Upon execution of this Declaration by the Owner, the Owner shall cause this Declaration and all amendments hereto to be filed on the land records of the municipality in which the Property is located and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the State a receipt of the same and shall cause the recorded Declaration to be returned by the municipality to the State.

(b) The Owner intends, declares, and covenants, on behalf of itself and all future owners and operators of the Property during the term of this Declaration, that this Declaration and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Property (1) shall be and are covenants running with the land, encumbering the Property for the term of this Declaration, binding upon the Owner's successors in title and all subsequent owners and operators of the Property; (2) are not merely personal covenants of the Owner; and (3) shall bind the Owner (and the benefits shall inure to the State and any past, present or prospective tenant of the Property) and its respective successors and assigns during the term of this Declaration.

(c) The Owner hereby agrees that any and all requirements of the laws of the State of Connecticut to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Property.

(d) For the term of this Declaration, each and every contract, deed or other instrument hereafter executed conveying the Property or a portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or a portion thereof provides that such conveyance is subject to this Declaration.

(e) The Owner covenants to obtain the consent of any prior recorded lien holder on the Property to this Declaration and to furnish a copy of such consent to the State. Such consent(s) shall be furnished to the State on or before the date of this Declaration.

### **Section 2 - Representations, Covenants And Warranties Of The Owner**

The Owner hereby represents, covenants, and warrants as follows:

(a) The Owner (1) is a municipal corporation duly organized under the laws of the State of Connecticut and is qualified to transact business under the laws of the State of Connecticut, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (3) has the full legal right, power and authority to execute and deliver this Declaration.

(b) The execution and performance of this Declaration by the Owner (1) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (2) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Property is bound, and (3) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Declaration, have good and marketable title to the premises constituting the Property, free and clear of any lien or encumbrance (except for encumbrances created pursuant to this Declaration, or other encumbrances permitted pursuant to the terms of the Assistance Agreement).

(d) There is no action, suit, proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Declaration) or would materially adversely affect its financial condition.

(e) The Owner shall not convey, transfer, sell or encumber all or any portion of the Property, or permit the same, without the prior written consent of the State.

(f) Subject to the requirements of this Declaration and with the prior approval of the State, the Owner may sell, transfer, or exchange the entire Property at any time, but the Owner shall notify in writing any buyer or successor in interest or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Declaration and to the requirements of applicable regulations. This provision shall not act to waive any other restriction on sale, transfer, or exchange of the Property or any portion of the Property. The Owner agrees that the State may void any sale, transfer, or exchange of the Property if the buyer or successor in interest or other person fails to assume in writing the requirements of this Declaration.

(g) The Owner has not and will not execute any other declaration with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

### **Section 3 - Use Restrictions**

The Property shall at all times be used as a public skating rink facility.

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#### **Section 4 - Term of Declaration**

This Declaration applies to the Property immediately upon recordation of this Declaration, and the Owner shall comply with all restrictive covenants herein. This Declaration shall terminate ten (10) years after the date of its recording.

#### **Section 5 - Enforcement Of Restrictions**

(a) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the State, to inspect any books and records of the Owner regarding the Property with respect to the incomes of tenants of units situated within the Property which pertain to compliance with the restrictions specified in this Declaration.

(b) The Owner shall submit any other information, documents, or certifications requested by the State that the State deems reasonably necessary to substantiate the Owner's continuing compliance with the provisions of the restrictions specified in this Declaration.

(c) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the State. The Owner further agrees to submit annual certifications and other reports to the State confirming that the Property is in compliance with applicable regulations and the restrictions specified in this Declaration.

(d) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of applicable regulations or this Declaration. Moreover, the Owner covenants to take any lawful action (including amendment of this Declaration as may be necessary, in the opinion of the State) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed and published by the State from time to time pertaining to the Owner's obligations under applicable regulations affecting the Property.

(e) The Owner agrees to take any and all actions reasonably required by the State to substantiate the Owner's compliance with the terms hereof and all applicable regulations.

#### **Section 6 - Miscellaneous**

(a) **Severability.** The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions thereof.

(b) **Notices.** All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. The State and the Owner, may, by notice given hereunder,

designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

If to State:

Department of Economic and Community Development  
450 Columbus Boulevard, Suite 5  
Hartford, Connecticut 06103  
Attn: Commissioner of Economic and Community Development

With a copy to:

Deputy Attorney General - DECD  
165 Capitol Avenue  
Hartford, Connecticut 06106

If to Owner:

City of New Haven  
165 Church Street  
New Haven, CT 06510  
Attn: \_\_\_\_\_

If to AMC:

Albertus Magnus College  
700 Prospect Street  
New Haven, CT 06511  
Attention: Ms. Lauri Strimkovsky

With a copy to:

Littler Mendelson P.C.  
One Century Tower  
265 Church Street, Suite 300  
New Haven, CT 06510  
Attention: Lori B. Alexander, Esq.

or to such other address or person as shall be designated from time to time by notice.

(c) **Amendment.** The State, together with the Owner, may execute and record any amendment or modification to this Declaration and such amendment or modification shall be binding on third-parties with rights under this Declaration.

(d) **Governing Law.** This Declaration shall be governed by the laws of the State of Connecticut.

**[Remainder of Page Left Intentionally Blank – Signature Page to Follow]**

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**IN WITNESS WHEREOF**, the Owner hereto has set its hand and seal the day and year first written above.

Signed, Sealed and Delivered  
in the presence of:

**CITY OF NEW HAVEN**

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_  
Duly Authorized

STATE OF CONNECTICUT:

: ss.

COUNTY OF

:

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared \_\_\_\_\_,  
\_\_\_\_\_ of the **CITY OF NEW HAVEN**, a Connecticut municipal corporation as  
aforesaid, Signer and Sealer of the foregoing instrument and acknowledged the same to be  
his/her free act and deed and the free act and deed of the municipal corporation, before me.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public  
My Commission Expires:



**Schedule A**

**[Property Description]**

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