

**LEASE
BY AND BETWEEN
THE CITY OF NEW HAVEN
AND
THE NEW HAVEN LAND TRUST, INC.
A18-0652**

**EXECUTED
ORIGINAL**

This Lease Agreement (this "Lease"), is entered into as of the 22nd day of July, 2019, effective as of July 1, 2018 (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 and having offices at 165 Church Street, New Haven, Connecticut (the "Lessor"), and **THE NEW HAVEN LAND TRUST, INC.**, a non-stock corporation organized and existing under the laws of the state of Connecticut and having offices at 458 Grand Avenue, New Haven, Connecticut (the "Lessee").

Lessor does hereby lease to Lessee those parcels of land (individually a "Parcel" or "Parcels" and together the "Premises") described in Schedule A attached hereto and upon the terms and conditions herein contained. It is hereby acknowledged that any prior lease agreements by and between the Parties affecting the Premises are hereby terminated as of the commencement date as stated herein.

In consideration of the rent herein reserved and the covenants and agreements herein expressed, Lessor and Lessee covenant and agree as follows:

1. The term of this Lease shall commence on **July 1, 2018** and continue for a period of five (5) years from said commencement date (the "Lease Term"), unless sooner terminated as set forth below.
2. The rent payable by Lessee shall be one dollar (\$1.00) per year.
3. Lessee shall, at Lessee's sole cost and expense, improve, equip, operate, utilize and maintain each Parcel as a Community Garden (as defined below), and Lessee shall not use the Premises for any purpose or purposes other than as community gardens, without the prior written consent of Lessor. Lessee shall not construct any additional structure, building, out-building or underground improvements requiring a building permit without the prior consent of Lessor and the issuance of all applicable permits. A "Community Garden" as referenced herein shall refer to a garden where people share land, water and sunlight for the combined activities of food production, recreation, social and cultural exchange in furtherance of community spirit..
4. (a) In the event of any threat to public health, safety or welfare (an "Emergency") which shall include (without limitation) the need to repair water lines, sewer lines, gas lines, or electrical lines at or running through a Parcel, Lessor or its agents or designees shall have the right to immediately enter upon the Parcel for the purpose of addressing the Emergency. In the event of an Emergency, Lessor shall try to make an effort to give to Lessee such notice prior to such entry as may be feasible under the circumstances. All costs related to any Emergency will be the Lessor's responsibility. Upon completion of any work at a Parcel by Lessor or by its agents or designees resulting from an Emergency, Lessor shall, to the extent reasonably practicable, and at Lessor's expense, restore the Parcel (or cause the Parcel to be restored) to the condition of the same prior to the performance of such work.

(b) If Lessor, its employees, agents, designees or any person or entity acting with its or their apparent or actual authority or approval shall otherwise cause damage to a Parcel or to the plants, improvements, structures or other property of Lessee,

Lessor shall promptly repair the physical damage (or cause it to be repaired) to the condition existing prior to the occurrence of the damage (to the extent feasible) and shall reimburse Lessee for the cost of purchasing trees, plants or other such vegetation, as replacements for those damaged or destroyed.

5. Lessee shall be responsible for preserving the public peace at the Premises.
6. Lessee agrees to indemnify and hold Lessor harmless for any and all loss, expense, damage, judgment, reasonable attorneys' fees, claims or demands arising out of Lessee's improvement, maintenance, equipment or operation of the Premises, except as may arise out of the negligence or willful misconduct of Lessor, its employees, officers or agents. At Lessee's sole cost and expense, Lessee shall obtain an insurance policy covering all of its operations at the Premises, with liability coverage in amounts reasonably acceptable to Lessor. Lessee shall submit to Lessor a certificate of insurance for such policy, showing the City of New Haven as a certificate holder and additional insured. Lessee shall maintain such insurance policy for the entire Lease Term, and shall not change the terms and conditions of such insurance policy without the Lessor's prior written approval, which approval shall not be unreasonably denied.
7. Lessee shall, in its use of the Premises, comply with all applicable state and federal laws and with all applicable codes, ordinances, and regulations established by Lessor. In particular, at all times during the Lease Term, Lessee agrees:
 - (a) to comply with all provisions of Executive Order 11246, Executive Order 11375, the Connecticut Fair Employment Practices Act and Chapter 12½, the Code of Ordinances of the City of New Haven (the "Code") including all standards and regulations which are accepted by the governmental authority establishing the requirement in question, and that all such standards and regulations are incorporated herein by reference;
 - (b) not to discriminate against any person, including employees and applicants for employment, because of race, color, religion, age, sex, sexual orientation, physical disability or national origin, and to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, age or national origin and physical handicap, which shall include (without limitation) actions as to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or any other forms of compensation, and selection for training, including apprenticeship;
 - (c) to post in plain view, in places available to employees and applicants for employment, any notices provided by Lessor setting forth the provisions of Lessor's equal opportunity program (the "Program");
 - (d) to state, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, or national origin;
 - (e) to send to each labor union or representative of workers with whom Lessee has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of Lessee's commitments hereunder (and under Chapter 12½ the Code) to post in plain view copies of the

notice in places available to employees and applicants for employment and to register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- (f) to utilize labor department and Lessor-sponsored manpower programs as a source of recruitment and to notify Lessor's contract compliance unit and such programs of all job vacancies;
- (g) to take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Lease;
- (h) to cooperate with appropriate departments of Lessor in implementing any obligations contained in this Lease with respect to increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- (i) to provide all information and reports required by Lessor's contract compliance director pursuant to Section 12½-19 through Section 12½-32 of the Code, and to permit access to Lessee's books, records and accounts by Lessor's contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the Program;
- (j) to take such action, with respect to any subcontractor, as Lessor may direct as a means of enforcing the provisions of the Program, provided however that, in the event that Lessee becomes involved in or is threatened with litigation as a result of such direction by Lessor, Lessor will intervene in such litigation to the extent necessary to protect the interests of Lessor and to effectuate the Program;
- (k) to include the provisions of the Program in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- (l) that a finding, as hereinafter provided, of a refusal by Lessee, or any subcontractor, to comply with any portion of the Program may subject the offending party to any or all of the following penalties:
 - (i) withholding of all future payments to Lessee under any public contract until it is determined that Lessee, or subcontractor (if appropriate) is in compliance with the provisions of the Program;
 - (ii) refusal of all future bids by Lessee for any public contract with Lessor, or any of its departments or divisions, until such time as Lessee, or any subcontractor (if appropriate) is in compliance with the provisions of the Program;
 - (iii) cancellation of this Lease;
 - (iv) recovery of specified monetary penalties; and/or
 - (v) in case of substantial or material violation or the threat of substantial or material violation, appropriate equitable or legal proceedings may be

brought to enforce the Program against contractors, subcontractors, or other organizations, individuals or groups that directly or indirectly are not in compliance with the Program.

8. Notwithstanding any other provision contained in this Lease, it is agreed and understood that if during the Lease Term, Lessor shall require the return of any Parcel or Parcels for any purpose, Lessor may deliver not less than one (1) year's written notice to Lessee (the "Notice Period") terminating this Lease with respect to the Parcel or Parcels in question, and upon the expiration of the Notice Period, Lessor and Lessee shall execute and deliver a modification to this Lease, releasing the Parcel or Parcels in question which modification be recorded on the New Haven Land Records. In the event of a termination of this Lease with respect to a Parcel or Parcels in accordance with this Section 8, Lessor shall use all reasonable efforts to find a suitable space for relocation of the Community Garden(s) affected thereby and shall be responsible for the costs of relocation, as more particularly described in Section 12 below.
9. Lessee may terminate this Lease or terminate this Lease with respect to any Parcel or Parcels at any time upon at least one (1) year's written notice to Lessor.
10. Lessee shall not assign all or any partial interest in this Lease, and shall not sublet all or any portion of the Premises without the Lessor's prior written approval, which approval may be granted or denied in the Lessor's sole and absolute discretion.
11. In the event that Lessee shall be in material default with respect to its obligations under Sections 6, 7 and/or 10 of this Lease, then Lessor shall deliver written notice of such default to Lessee, at which point Lessee shall have thirty (30) days to cure the default (or, if the default is not curable within thirty (30) days then Lessee shall have such cure period as the Lessor finds to be reasonable with respect to the default in question, provided that the cure is commenced within said thirty (30) day period and is thereafter completed promptly and with sufficient effort). If Lessee fails to cure, Lessor may (at Lessor's sole discretion) terminate this Lease by written notice to Lessee of such termination, upon which Lessor shall be permitted to immediately re-enter the Premises and this Lease shall be null and void and of no further effect.
12.
 - (a) Except as set forth in Section 8 above, upon the expiration or earlier termination of this Lease with respect to any Parcel or Parcels, Lessee shall be responsible for relocation of the Community Gardens affected thereby, at Lessee's own expense, including, but not limited to, the prompt removal of all of Lessee's equipment, all materials associated with the work on the Community Garden and any and all debris associated with Lessee's use of such Parcel or Parcels;
 - (b) At all times during the term of and at the termination of this Lease, Lessee may remove any and all improvements installed at the Parcel or Parcels by Lessee, provided that Lessee shall be responsible for the cost of repairing any installation at, under or through any Parcel (such as sewer, water, electricity, gas or other utility line) that is damaged by that removal.

(c) In the event that Lessor or Lessee shall fail to carry out its obligations under Paragraphs 12(a) and 12(b) above, then without prejudice to any other rights or remedies which may be available to the non-breaching party, it is hereby agreed, stipulated and understood that the non-breaching party shall be permitted to carry out such work and recover the cost thereof from the breaching party.

13. This Lease, its terms and conditions, and any claims arising therefrom, shall be governed by Connecticut law. Lessor and Lessee each waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Lease.
14. Lessor and Lessee each binds itself and its respective successors and assigns, if any, with respect to all of the terms and conditions of this Lease.
15. If any provision of this Lease is held invalid, the remaining provisions of this Lease shall not be affected thereby if those provisions would then continue to conform to the requirements of applicable laws.
16. Any waiver of any one or more of the terms and conditions of this Lease by either Lessor or Lessee shall not be interpreted as a waiver of any other term or condition of this Lease by the party waiving the same, and shall not constitute a future waiver of the provision being waived, unless expressly so stated.
17. Except as otherwise specifically provided in this Lease, whenever under this Lease notices, approvals, authorizations determinations, terminations, cancellations, requests, revocations, satisfactions, renewals, continuations or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of Lessor or Lessee (as appropriate) and delivered by hand or sent by first class mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, shall be as follows:

Lessor: The Livable City Initiative
City of New Haven
165 Church Street
New Haven, CT 06510
Attn: Executive Director

Lessee: The New Haven Land Trust, Inc.
458 Grand Avenue
New Haven, CT 06511
Attn: Director of Community Gardens

18. To the extent that any Parcel is, at the Effective Date, subject to an existing lease or other agreement between Lessor and Lessee, then by execution and delivery of this Lease, any such existing lease or other agreement is hereby automatically terminated by mutual consent and this Lease shall, as of the Effective Date, govern the relationship of the parties with respect thereto.
19. No contract of employment is intended or implemented by this Lease and no fringe benefits will be paid to Lessee hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed two (2) counterparts of this Lease as of the date first above written.

Signed, Sealed and Delivered
In the presence of:

CITY OF NEW HAVEN

Alexis Perkins
Jalynn McCoun

BY: Toni N. Harp
Toni N. Harp
Its Mayor

Approved as to Form and Correctness:

[Signature]
Alison Lanoue
Assistant Corporation Counsel

THE NEW HAVEN LAND TRUST, INC.

[Signature]
[Signature]

BY: [Signature]
Gregg Davis, MBA
Interim Executive Director

SCHEDULE A

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE AND DELIVER A FIVE (5) YEAR GROUND LEASE BY AND BETWEEN THE NEW HAVEN LAND TRUST, INC. AND THE CITY OF NEW HAVEN FOR COMMUNITY GARDENS AT VARIOUS LOCATIONS WITHIN THE CITY OF NEW HAVEN.

"Schedule A"

Garden Name	Address
Ann Street Garden	11-13 Ann Street
Bristol Street	117 Bristol Street
Catholic Worker Garden	211 Rosette Street
Davenport Children's Garden	145 Davenport Avenue
English Street Garden	216-220 English Street
Field of Greens	8-10 Arthur Street
Field of Greens	12 Arthur Street
Hazel Street	221-226 Shelton Avenue
Ivy Street	255 Shelton Avenue
Ivy Street	257 Shelton Ave
Ivy Street	138 Ivy St
Martin Luther King Peace Garden	24-26 Adeline Street
Martin Luther King Peace Garden	28 Adeline Street
Redfield Street Garden	36 Redfield Street
Stallworth Garden	358 Blatchley Avenue
Starr Street - Big Farm	226 - 228 Starr Street
Starr Street - Little Farm	242 - 248 Starr Street
Stevens Street	47 Stevens Street
Truman Street Greenspace & Garden	60-62 Truman Street
Truman Street Greenspace & Garden	64-66 Truman Street
William Street	56 William Street
Armory	280 Goffe Street