

LICENSE AGREEMENT

**BY AND AMONG
NEW HAVEN PARKING AUTHORITY,
STATE CONDO MANAGEMENT, INC.,
AND
THE CITY OF NEW HAVEN
REGARDING EIGHT (8) PARKING PERMITS
AT STATE-AUDUBON PARKING LOT
A20-**

This **LICENSE AGREEMENT** (this "Agreement") is made as of the 1st day of July, 2020, by and among **NEW HAVEN PARKING AUTHORITY** ("NHPA"), a special purpose municipal authority by Special Act 51-473 of the General Assembly of the State of Connecticut, as amended, with offices at 232 George Street, New Haven, CT 06510, **STATE CONDO MANAGEMENT, INC.**, a condominium association organized and existing under the laws of the State of Connecticut with a mailing address at 677 State Street, New Haven, CT 06511 (the "Association") and the **CITY OF NEW HAVEN**, a municipal corporation organized and existing under the laws of the State of Connecticut with a mailing address at 165 Church Street, New Haven, Connecticut 06510 (the "City").

BACKGROUND

Following the construction of a new bridge over the railroad running to the rear of the Association's premises, and the consequent realignment of Olive Street, NHPA, the Association and the City entered into discussions concerning the ultimate configuration of that remaining portion of Olive Street situated west of the railroad tracks and issues concerning the ownership thereof. Pending the conclusion of said discussions by way of a projected future redevelopment of the State-Audubon Parking Lot (the "Parking Lot"), NHPA has agreed to provide the parking permits described in this Agreement.

NOW THEREFORE in consideration of the foregoing, NHPA, the Association and the City have agreed as follows:

1. NHPA hereby grants the Association a license for eight (8) unassigned parking permits (the "Parking Permits") within the Parking Lot.
2. There shall be no charge to the Association for the Parking Permits, which NHPA will issue to the Association on a monthly basis.
3. The Association shall comply with all applicable and reasonable rules and regulations required by NHPA for its patrons at the Parking Lot. The Parking Permits are for the sole use of the Association and its members, employees and business invitees, and may not be loaned, licensed or resold to unconnected third parties. No potential safety hazard shall be created nor the Parking Lot used for

unlawful purposes. The Association shall not damage the Parking Lot or otherwise adversely impact the Parking Lot or its patrons.

4. In the event that use of the Parking Permits is obstructed or adversely limited by NHPA (or its servants, employees, contractors, sub-contractors, agents or other authorized parties) in order to access, repair, reconfigure or otherwise operate or improve the Parking Lot ("NHPA's Work"), NHPA, at its sole cost, agrees that it shall temporarily relocate the Parking Permits to another nearby parking facility under its control insofar as may be necessary to allow NHPA, its servants, employees, contractors, sub-contractors, agents, or other authorized parties to undertake NHPA's Work. NHPA agrees to attempt to minimize disruption to the Association's use of the Parking Lot during the undertaking of NHPA's Work.
5. The term of this Agreement (the "Term") shall commence on July 1, 2020 and shall expire on June 30, 2021. Thereafter, provided the Association is not in violation of any of its obligations hereunder, and pursuant to a written renewal agreement entered into between NHPA, the Association and the City, this Agreement may be renewed for additional terms, each of one-year duration, commencing on the first day of July and ending on the thirtieth day of June of each such renewal term (a "Renewal Term"). Upon completion of the Term or the final Renewal Term (as appropriate), this Agreement shall terminate, except for the survival of any property damage or personal injury claims and potential claims and for insurance coverages and the hold harmless provisions set forth in this Agreement applicable to such claims and potential claims.
6. In the absence of any Renewal Term, this Agreement shall continue on a month-to-month basis terminable by either NHPA or the Association upon thirty (30) days' prior written notice to the other. Such month-to-month term extension shall be subject to all conditions, provisions and obligations of this Agreement.
7. The Association shall provide and maintain liability insurance coverage in the amounts required by NHPA, currently One Million Dollar per occurrence/Two Million Dollars Aggregate, property damage insurance coverage in the amount of One Million Dollars, and Worker's Compensation coverage in amounts required by law. *The New Haven Parking Authority, Park New Haven, City of New Haven, and their respective officers, employees and agents*, shall be named as additional insured on the insurance certificates. NHPA reserves the right to add entities to this list. The Association hereby agrees to indemnify, defend and hold harmless the New Haven Parking Authority, Park New Haven, City of New Haven, and their respective officers, employees and agents from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expense (including but not limited to attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to the Association's installation, repair, replacement, maintenance, operation or use of the Parking Lot, or conduct of

with copy to:
Joseph L. Rini, Esq.
Counsel to NHPA
59 Elm Street
New Haven, CT 06510

If to Association: Roy L. De Barbieri
President
State Condo Management, Inc.
677 State Street
New Haven, CT 06511

13. By way of execution and delivery of this Agreement, the Association agrees that for so long as the Association shall have uninterrupted access to the Parking Permits under the Term and/or any Renewal Term, the Association shall not take any action against the City and/or NHPA concerning any alleged abandonment of any portion of Olive Street and/or legal ownership thereof. The City acknowledges that in the event of a termination of this Agreement (and in the absence of any other agreement between NHPA, the Association and the City settling the underlying issues arising out of the reconfiguration of Olive Street) then the Association may take such action as it deems necessary or desirable with respect to any and all disputes concerning ownership of any portion of Olive Street (including, without limitation, the issuance of legal proceedings) provided that the Association acknowledges that nothing herein shall be deemed to preclude the City's right to refute any claim of abandonment and to interpose such defense or defenses (legal and/or equitable) as the City may deem appropriate.

WITNESS WHEREOF, NHPA, the Association and the City have executed and delivered this Agreement as of the day and year first above written.

**LICENSOR
NEW HAVEN PARKING AUTHORITY**

By: _____
Norman Forrester
Its: Chairman
Duly Authorized

**LICENSEE
STATE CONDO MANAGEMENT, INC.**

By: _____
Roy L. De Barbieri
Its: President
Duly Authorized

CITY OF NEW HAVEN

By: _____
Justin Elicker
Its: Mayor
Duly Authorized

Approved as to Form and
Correctness

John R. Ward
Special Counsel to
Economic Development