

PARKING AGREEMENT

THIS PARKING AGREEMENT (the "Agreement") dated as of _____, 2022, is entered into by and between **AETNA LIFE INSURANCE COMPANY**, a Connecticut corporation ("Aetna"), with an address c/o CVS Health, One CVS Drive, Mail Code 1105, Woonsocket, RI 02895, Attn: Property Administration (Aetna CTHFD6002-A), and the **CITY OF HARTFORD** (the "City") with a principal place of business at 550 Main Street, Hartford, Connecticut 06103.

WHEREAS, Aetna is the owner of a surface parking lot known as "Lot 5" (located at the northwest corner of Laurel Street and Hawthorn Street), in Hartford, Connecticut, and identified on the site plan attached hereto as Exhibit A as lot number "5" (the "Property"); and

WHEREAS, City desires to obtain permission from Aetna to use the Property for the parking of one hundred eighty (180) personal vehicles for City's employees and invitees.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. Agreement to Park. Aetna hereby grants to City the right to the use of one hundred eighty (180) parking spaces on an exclusive basis, to enter over, across and upon the Property for the purpose of parking Monday through Friday 6 a.m. to 6 p.m. The City hereby acknowledges that a parking access card is required in order to access the security gates to the Property. In connection with the foregoing, Aetna has provided the City two hundred twenty-five (225) parking access cards. If City requires any replacement parking access cards at any time during the term of this Agreement, City shall pay to Aetna with such request an amount equal to Twenty-Five Dollars (\$25.00) per replacement parking access card. City expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property.
2. Utilities; Maintenance and Repairs. City shall be responsible, at its sole cost and expense, for all management and operation of the Property, including but not limited to, maintenance and repair as needed to keep the Property in good working order and condition, including, without limitation, pothole repair, lighting the parking lot, maintenance of such lighting system (including light bulb replacement), as well as regular commercially appropriate sweeping, snow and ice removal. Aetna's sole obligation in connection herewith shall be to ensure the provision of electrical service to the Property, the cost of which shall be borne solely by City through prompt payment of such electrical service charges as may be made by the service utility provider, with such billing (without mark-up by Aetna) to be provided by Aetna, or directly to City by the utility provider, as determined and facilitated by Aetna. Aetna shall be responsible, at its cost, for the maintenance and repair of the gate control system following notice of need therefor from City, provided, however, that City shall be responsible for the costs incurred by Aetna to make any repairs to the gate control system caused by the negligence or misconduct of City, its employees, agents or invitees. In addition, the parties acknowledge that there is a fence/gate that needs to be closed every evening by hand and locked at the entrance to the Property, which shall be the City's obligation under the Agreement.
3. Term. The term of this Agreement (the "Term") will commence on August 1, 2022 (the "Commencement Date"), and terminate July 31, 2023 ("Expiration Date"), unless sooner terminated, as provided herein.
4. Consideration. In consideration of the use of the Property granted by this Agreement, City shall pay Aetna a fee of Ten Thousand Eight Hundred and 00/100 Dollars (\$10,800.00) per month, based

on the rate of Sixty and 00/100 Dollars (\$60.00) per space per month and One Hundred Eighty (180) spaces (the "Rent"). The Rent shall be payable to Aetna within thirty (30) days following invoice from Aetna. Aetna shall use reasonable efforts to invoice on a monthly basis.

5. Use.

- a. Hours of use shall be Monday through Friday, 6 a.m. to 6 p.m.
- b. City shall use the Property solely to park vehicles during the permitted hours of use for business purposes, and for no other purpose, including, without limitation, weekend or overnight parking. By way of example of the foregoing, and not limitation, the Property shall not be used as a training or practice facility, or for any reason other than for the parking of cars for business purposes. City, and its agents, employees, and contractors, shall use the Property (as permitted herein) in compliance with all laws, and in a safe and clean manner.
- c. No dangerous explosives may be brought onto, stored or used on or in the Property.
- d. City shall not install any equipment or fixtures or make any alterations to the Property without the prior written permission of Aetna. Notwithstanding the foregoing, effectuating the repair and maintenance obligations of City described in Paragraph 2 above shall not require the prior approval of Aetna.
- e. Notwithstanding subsections 5a.-d. above, City shall have a right (the "After Hours Use") to use the Property on weekends between the hours of 8 a.m. and 5 p.m., and/or after-hours Monday through Friday from 6 p.m. to 10 p.m., during the Term, pursuant to the terms herein. No later than three (3) business days prior to each such use, City shall notify Aetna's property management representative John Walsh of Newmark Grubb Knight Frank (or if Mr. Walsh is not available, City may contact Craig Brown or Tony Janakas) of the scheduled date and type of event. Such notice may be via email. Aetna shall have the right to approve or deny the request in its sole but reasonable discretion, which decision shall be conveyed to City in writing, which writing may be via email. Aetna may change its representative from time to time upon written notice to City.

The cost for using the Property under the After Hours Use shall be calculated as follows, without pro-ration of any type:

- a. Weekend Daily Rate: \$500.00
- b. Weekday After Hours Rate: \$250.00

Any required fee for the After Hours Use shall be considered rent under the Agreement and shall be paid to Aetna with City's next due Rent payment following the applicable use. All provisions of the Agreement apply to City's use of the Property under the After Hours Use, including, without limitation, any rights afforded Aetna, and any insurance, indemnity, holdover, and utility/maintenance/repair obligations of City (including but not limited to, lighting and snow and ice removal).

6. Insurance; Indemnity.

- a. Throughout the Term, City shall maintain, at its sole cost and expense with an insurer holding a Best Rating of not less than A-, insurance coverage as follows (A): a Commercial General Liability Insurance policy naming Aetna as additional insured through endorsement. The limits of such insurance shall be in an amount not less than \$3,000,000.00 for all damages arising out of

bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$3,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such coverage shall be (i) applicable solely to the Property, (ii) not exhausted by any other claims not connected to the Property, and (iii) considered primary to any insurance carried by Aetna with regard to claims arising out of City's use (or the use by its agents, employees, or contractors) of the Property, regardless of fault; and (B) Workers' Compensation Insurance with limits as required by law.

b. All insurance shall be written on an occurrence basis as opposed to "claims made" basis.

c. City shall provide Aetna with copies of certificates of insurance for the required insurance hereunder, as well as a copy of the policy required under Section 6a.(A), not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy. If at any time City fails to maintain the insurance required herein, Aetna shall have the right to maintain said insurance at City's sole cost and expense.

d. The limits of coverage of such insurance required to be carried by City shall not in any way limit, reduce or restrict the liability of City.

e. Notwithstanding anything herein to the contrary, City hereby waives any and all claims against Aetna associated with its use (or the use by its agents, employees, or contractors) of the Property, regardless of fault.

f. Each party shall be fully and solely responsible for any and all costs and expenses associated with its insurance and thus shall pay any and all coverage deductibles and/or self-insured retentions under any policies required of it to be maintained under this Agreement in connection with the Property.

g. City shall indemnify, defend and hold harmless Aetna and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly, by an act, or willful misconduct, of City, its employees, agents, contractors or invitees ("Claims"); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorneys' and other professionals' fees, arising, directly or indirectly, in connection with said Claims.

h. The liability of City to indemnify, defend and save and hold harmless Aetna as provided herein shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by City shall not in any way limit, reduce or restrict City's obligation under any indemnification and save and hold harmless provisions stated in this Agreement.

7. Miscellaneous.

a. If City shall (a) fail to pay any installment of Rent hereby reserved within five (5) days after receiving written notice from Aetna that the same is overdue; or (b) default in fulfilling any other covenant or provision of this Agreement on its part to be performed and fail to remedy such default within ten (10) days after written notice from Aetna, then Aetna shall have any right, power, or remedy permitted to it by law and equity, and shall have the right to terminate this Agreement.

Without limiting the foregoing, with respect to (b) above, Aetna shall also have the right, but not the obligation, to remedy such City failure, at the sole cost and expense of City.

b. Either party hereto shall have the right to elect to terminate this Agreement prior to the end of the Term (an "Early Termination") by providing the other party with ninety (90) days' prior written notice of such election. City shall continue to pay Rent and be obligated under this Agreement up until that date which is ninety (90) days following such notice (the "Early Termination Date"). Rent shall be prorated for any partial month prior to the Early Termination Date. In the event of any such Early Termination, City shall surrender its parking access cards and its use of the Property in accordance with paragraph 7.1, and this Agreement shall then terminate on the Early Termination Date. An Early Termination hereunder shall be self-operative, and no additional agreement between Aetna and City shall be necessary to effectuate such Early Termination; provided, however, Aetna and City shall, for their mutual convenience if requested by either party, execute a termination agreement prior to the Early Termination Date commemorating the Early Termination. Notwithstanding the foregoing, City shall not have the right to exercise an Early Termination if it is in default in fulfilling its duty to pay Rent or any other covenant or provision of this Agreement on its part to be performed.

c. All notices required under this Agreement shall be in writing and shall be transmitted by overnight courier or certified mail, return receipt requested (postage prepaid) as follows:

to City at: Hartford Public Schools, 960 Main Street, 9th Floor, Hartford, CT 06103, Attention: Claudio Bazzano, Executive Director of Facilities AND Office of the Mayor, 550 Main Street, Hartford, CT 06103

with a copy to: Corporation Counsel, Office of Corporation Counsel
550 Main Street, Hartford, CT 06103

to Aetna at: CVS Health
One CVS Drive, Mail Code 1105
Woonsocket, RI 02895
Attn: Property Administration (Aetna CTHFD6002-A)

d. This Agreement may not be modified except in writing signed by both Aetna and City. Any modification of this Agreement or additional obligation assumed by either of Aetna or City in connection with this Agreement shall be binding only if evidenced in a writing signed by Aetna and City.

e. This Agreement shall not be recorded on the Land Records.

f. The failure of Aetna or City to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

g. Aetna shall have the right to close the parking lot on the Property at any time due to an emergency or any other matter of force majeure if, in the reasonable opinion of Aetna, the safety of those using the Property is at risk. If any of City's employees, agents, or contractors violate any of the rules and regulations of the Property, or the terms and conditions of this Agreement, including, without limitation, using the Property after the Expiration Date, Aetna shall have the

right to shut off the parking access card associated with the violation and tow any cars in violation of same without liability to Aetna, at the cost of City.

h. This Agreement shall be subject and subordinate to the lien of any mortgage or deed of trust, or other monetary encumbrance now in existence or hereafter placed on the Property, provided that the holder thereof shall agree in such mortgage or deed of trust that this Agreement shall not be terminated or otherwise affected by the enforcement of any such mortgage or deed of trust or other monetary encumbrance if at the time thereof City is not in default under this Agreement beyond any applicable grace, notice or cure periods.

i. City may not assign, sublet or license this Agreement, the parking access cards, or its limited right to use the Property.

j. If any portion of the Property is damaged by fire or other casualty, or taken by eminent domain or deed in lieu thereof, then, except as provided below, the damage, or in the case of eminent domain, the remaining Property, shall be promptly repaired by and at the expense of Aetna until such repairs and restoration are completed, and the Rent shall be abated in proportion to the portion of the Property which is rendered unusable to City. If the damage or taking materially adversely affects City's ability to park and shall not be susceptible of complete repair and restoration (or shall not be completely repaired and restored by Aetna within forty-five (45) days after the occurrence of such casualty or taking), then City or Aetna may, by notice to the other, terminate this Agreement as of the date of such casualty or taking.

k. City shall, at its own expense, comply with and cause the Property to comply with all present and future laws, ordinances, orders, and regulations of federal, state, county, city and other governmental authorities having or claiming jurisdiction, including, without limitation, The Americans with Disabilities Act.

l. City, at the end of the term of this Agreement, shall peaceably surrender the parking access cards that have been paid for and provided and its use of the Property in at least as good condition as when City took possession, and in the condition required by this Agreement, except for: (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. City shall remove all of its property (and the property of its agents, employees, and contractors) from the Property on or before the expiration of the term of this Agreement and pay the cost of repairing all damage to the Property caused by such removal.

m. In the event City, or any party claiming under City, retains possession of a portion of the Property (which shall include, without limitation, cars/trucks remaining in the Property) after the Expiration Date or earlier termination of this Agreement, no tenancy or interest shall result from such possession, and such parties shall be subject to immediate eviction and removal. City or any such party shall pay Aetna, as compensation for use and occupancy for the period of such holdover, an amount equal to one hundred fifty percent (150%) of the Rent otherwise provided for herein during the time of holdover. City shall also be liable for any and all damages sustained by Aetna as a result of such holdover. No holding over by City, whether with or without consent of Aetna, shall operate to extend the term of this Agreement. Aetna shall have the right to remove any of City's property, and the property of its agents, employees, and contractors, at any time after the Expiration Date, or earlier termination of this Agreement at the sole cost and expense of City (payable upon demand), and without incurring any liability to Aetna, or its agents, employees, or contractors.

n. Aetna and City represent that (i) the individuals executing this Agreement on behalf of Aetna and City, respectively, have full authority and power to execute and deliver this Agreement, and (ii) this Agreement constitutes a valid and binding obligation on the parties hereto. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. This Agreement shall be governed by the laws of the State of Connecticut. Headings in this Agreement are for reference purposes only. If any part, term or provision of this Agreement is held by any court of competent jurisdiction to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected thereby, and the rights and obligations of the parties hereto shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law. This Agreement may be executed in two or more counterparts. Furthermore, the parties agree that (i) this Agreement may be transmitted between them by electronic mail and (ii) electronic signatures shall have the effect of original signatures relative to this Agreement.

o. It is understood, acknowledged and agreed that signatures created through electronic signature programs, including Adobe Sign, as well as a PDF of an original signature to this Agreement sent via email, are hereby deemed to be originals.

The signature page for this Agreement is on the following page.

The parties hereto have caused this Agreement to be executed as set forth below.

AETNA LIFE INSURANCE COMPANY

By: *Michael J. Kurimcak*
Michael J. Kurimcak
Its Duly Authorized Signatory

Aetna Legal Approval: KZB

CITY OF HARTFORD

By: _____
Luke A. Bronin
Its Mayor
Duly Authorized

FORM AND LEGALITY:

Howard G. Rifkin
Corporation Counsel

EXHIBIT A

Property



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