

ITEM NO. 12
FILE NO. 577

Resolution Authorizing Execution of Parking Lot Lease

WHEREAS Hunt & Hall, LLC is the owner of property at 707 Oakwood Avenue; and

WHEREAS a portion of 707 Oakwood Avenue is located adjacent to the Town's Public Works facility at Brixton Street; and

WHEREAS the Town has leased a portion of 707 Oakwood Avenue for the past nine years to provide for employee and patron parking in connection with its Public Works facility; and

WHEREAS the Town continues to be in need of this employee and patron parking area and wishes to renew its lease

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF WEST HARTFORD THAT the Town Manager is hereby authorized to execute a lease with Hunt & Hall, LLC or their successors in interest in substantially the form attached hereto.

(Van Winkle)
7/21/15

SUCCESSOR PARKING LOT LEASE

WHEREAS Norma C. Hunt and Alice L. Hall as lessors and the Town of West Hartford as lessee entered into a lease dated March 20, 2006 (“Existing Lease”); and

WHEREAS the lessors have conveyed their property to a limited liability company known as Hunt & Hall, LLC and wish to reflect this change in ownership in their lease agreement with the Town; and

WHEREAS the Existing Lease will expire according to its terms on March 19, 2016 but both Hunt & Hall, LLC and the Town of West Hartford wish to renew said lease for a further ten-year term and to have said term expire at the end of the calendar month; and

WHEREAS all of these changes are most easily accomplished through the execution of a successor lease which will replace, in full, the Existing Lease

NOW THEREFORE THIS INDENTURE, made this ____ day of _____, 2015, is entered between HUNT & HALL, LLC, hereinafter referred to as “Lessor,” and the TOWN OF WEST HARTFORD, hereinafter referred to as “Lessee,” a municipal corporation existing under the laws of the State of Connecticut and located in Hartford County, acting herein by Ronald Van Winkle, its Town Manager, duly authorized,

W I T N E S S E T H:

That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Lessor does hereby lease to the Lessee, to have and to hold, until March 31, 2026, the following described premises:

PROPERTY DESCRIPTION

An area along the southerly boundary of the Lessor's property at 707 Oakwood Avenue, West Hartford approximately 36' x 120' (4,320 sq. ft.) in area, as more particularly described in the sketch attached hereto as Exhibit A.

Reserving unto the Lessor, its successors, assigns and tenants free pedestrian and vehicular access to lands and buildings of the Lessor adjoining the demised premises for loading, unloading, service, delivery, maintenance, and all other normal activity incidental to the usage of said lands and buildings, including, but not limited to, the removal of any and all kinds of material and equipment. Except as may be specifically provided herein to the contrary, this reservation does not include any license to or for free parking of vehicles, either long term or short term, other than that accorded and offered to all prospective users of the demised premises under a program or programs of various adopted and published rates as promulgated by the Lessee from time to time.

2. Said above-described premises shall be used for the public parking of motor vehicles, and for vehicular and pedestrian entrance and exit in connection therewith.

3. Lessee shall pay as rent for any lease year an amount equal to the amount of real estate taxes in respect to the demised premises which became due and payable during such lease year. The lease year shall be the period from January 1 to the following December 31.

4. Said annual rent shall be paid in advance in semi-annual installments, one-half to be paid on the first day of January of each year, and the second half to be paid on the first day of July next following.

5. The Lessee shall have the right to assign or underlet the herein demised premises or any part thereof during the term of this lease to any public or municipal agency, but not to a private individual or firm in business for profit. The Lessee agrees that said premises shall not be used for any other purpose than the parking of motor vehicles and for vehicular and pedestrian traffic in connection with parking facilities. The Lessor agrees that the Lessee may landscape and beautify the demised premises as Lessee may decide in connection with the usage herein specified. The Lessee shall have no duty to remove any trees, shrubs or flowers planted by the Lessee in the demised premises.

6. The Lessee shall have the right to charge parking fees and to install parking meters, parking gates or any other devices it shall deem appropriate for the collection of parking fees or for the regulation of parking or traffic. The Lessee shall also have the right to erect signs, barriers and other devices which it may deem necessary for the operation of said premises as a parking lot. Upon the expiration or termination of this lease or any renewal therefor, it shall be the duty of the Lessee to remove, within thirty (30) days after receipt of written notice from the Lessor to do so, any parking meters, poles, posts, signs, barriers, gates and other devices or any parts thereof installed by the Lessee during the period of this lease, any previous lease or any renewal of this lease. Any holes caused by such removal shall to the extent possible be filled in with materials comparable to that removed in connection with the installation of said meters, poles, posts, signs, barriers, gates and other devices.

7. The Lessee agrees during the term of this lease to maintain and keep in good repair at its own expense, including snow removal, the demised premises. The Lessee also agrees to supervise and police the demised area for the purpose of maintaining the orderly public parking of vehicles. The Lessee reserves the right to improve said premises at its own expense, by

reconstruction, regrading or resurfacing. The Lessee shall be under no obligation at the conclusion of the lease to restore the demised premises to their original condition prior to said reconstruction, regrading or resurfacing.

8. The Lessee agrees to comply with and conform to all state and municipal laws, rules and regulations relating to or concerning the demised premises, and agrees to indemnify and save the Lessor harmless from all claims and liabilities for losses of or damage to property or injuries to persons occurring on the demised premises.

9. The Lessor shall notify the Lessee in writing, at the time of execution of this lease, of any contractual obligation on the part of the Lessor, existing on the date of said execution, to provide a parking space or spaces in the demised premises for the exclusive use of any tenant, and the Lessee agrees if so notified, to assume said obligation for the remainder of its term. The Lessor agrees that such obligation will terminate in the event of a change in the tenancy to which the obligation applies and that he will enter into no similar obligation with any new tenant.

10. It is mutually agreed by and between the parties that the terms "Lessor" and "Lessee" shall be deemed to include, and this lease shall be binding on, the respective heirs, successors, legal representatives and assigns of the parties hereto.

11. This lease shall be subject to cancellation by either party upon ninety (90) days' written notice to the other. Notice of termination in such case shall be sent by registered or certified mail, return receipt requested. The Lessor shall send such notice of termination to Town Manager, Town of West Hartford, 50 South Main Street, West Hartford, CT 06107. The Lessee shall send such notice of termination to Hunt & Hall, LLC c/o Gary A. Hunt, 59 Glen Eagles Drive, Southington, CT 06489.

In the event of a termination of the lease pursuant to this section, the rent due subsequent to the issuance of the termination notice shall be prorated for the period of time remaining until the termination of the lease.

12. It is the intention of the parties that upon execution hereof this Lease shall replace, in full, the Existing Lease between Norma C. Hunt and Alice L. Hall as lessors and the Town of West Hartford as lessee dated March 20, 2006 and that upon the execution of this Lease: (1) the Existing Lease shall be treated as having expired according to its terms without any default by either party; and (2) this Lease shall come into effect without any lapse in time.

IN WITNESS WHEREOF, the parties have cause this lease to be duly executed in duplicate and their respective seals affixed, on the date indicated above.

WITNESSED:

TOWN OF WEST HARTFORD, LESSEE

By _____
Ronald Van Winkle, Town Manager
Duly Authorized

HUNT & HALL, LLC, LESSOR

By _____
Gary A. Hunt, Member,
Duly Authorized

STATE OF CONNECTICUT)

) ss. West Hartford, CT

, 2015

COUNTY OF HARTFORD)

Personally appeared Ronald Van Winkle, Town Manager of the Town of West Hartford, signer and sealer of the foregoing instrument, who, being duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said Town of West Hartford, before me

Notary Public
My Commission expires _____

STATE OF CONNECTICUT)

) ss. West Hartford, CT

, 2015

COUNTY OF HARTFORD)

Personally appeared Gary A. Hunt, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of Hunt & Hall, LLC before me

Notary Public

My Commission expires _____