

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with Winn Managed Properties, LLC, with a principal office at One Washington Mall, Suite 500, Boston, Massachusetts 02108, for use of City of Lowell property; to wit, approximately 1,200 square feet of space within the Hamilton Canal Innovation District (HCID) garage located at 350.4 Dutton Street, for the purpose of temporary use of this retail area for the purpose of a temporary office for pre-leasing of their new 201 Canal Apartments for employees, agents, and potential tenants.

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BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager is hereby authorized to enter into a License Agreement with Winn Managed Properties, LLC, with a principal office at One Washington Mall, Suite 500, Boston, Massachusetts 02108, for use of City of Lowell property; to wit, approximately 1,200 square feet of space within the Hamilton Canal Innovation District (HCID) garage located at 350.4 Dutton Street, for the purpose of temporary use of this retail area for the purpose of a temporary office for pre-leasing of their new 201 Canal Apartments for employees, agents, and potential tenants.

CITY OF LOWELL

LICENSE AGREEMENT

THIS LICENSE Agreement is entered into by and between the CITY OF LOWELL, a Massachusetts municipal corporation, hereinafter called "LICENSOR," and Winn Managed Properties, LLC , having its principal offices at One Washington Mall, Suite 500, Boston, Massachusetts 02108, hereinafter called "LICENSEE," WITNESSETH THAT:

The LICENSOR owns property known as the Hamilton Canal Innovation District (HCID) Garage, 350.4 Dutton Street, ≈ 1,200 square feet of vacant space, in the City of Lowell, hereinafter called the "SITE", attached hereto as Exhibit "A" and made a part hereof; and

The LICENSEE desires to use the SITE for the purpose of a temporary office space for pre-leasing of the new 201 Canal Apartments for employees, agents, and potential tenants; and

NOW, THEREFORE:

1. The LICENSOR hereby grants to the LICENSEE a license to encroach upon and use the SITE as shown on the plan marked "Exhibit A" and made a part hereof, for temporary office space for pre-leasing of the new 201 Canal Apartments for employees, agents, and potential tenants for the months of December 2021 and January 2022. The LICENSEE shall be subject to the following terms.

2. The LICENSEE shall pay to the LICENSOR Eighteen Hundred 00/100 Dollars (\$1800.00) per month as rent in advance and due the first of each month during the term of the license.

3. The LICENSEE shall pay to the LICENSOR Eighteen Hundred 00/100 Dollars (\$1800.00) for the month of February 2022 and/or any consecutive months the LICENSEE occupies the SITE, as of the first day of the month. This amount shall not be prorated.

4. The LICENSEE shall maintain the SITE free and clear of all debris, litter, and nuisance during the licensed period.

5. The LICENSEE is prohibited from renting space in the SITE to any other person or persons or for any term or tenancy whatsoever.

6. The LICENSEE shall be responsible for any necessary permitting, utilities, security, and basic maintenance. The City shall make no improvements to the SITE.

7. The LICENSEE shall make payments to the City of Lowell Department of Planning and Development, c/o Patricia Lucken/Asset Manager, JFK Civic Center, 50 Arcand Drive, Lowell, MA 01852.

8. The LICENSEE shall assume all liability for the use of the SITE and provide the City with insurance documentation.

9. It is agreed that this is a license only, that the Licensee shall, at all times, maintain sufficient insurance policies in an amount not less than \$500,000.00 on the SITE, naming the City as an "additional insured", and agrees to hold the City harmless from any and all injuries resulting from said use of the property under this License. Licensor shall have the right to inspect the SITE at any time during the period of said License granted hereunder.

10. If the insurance policy is cancelled or lapses without being immediately renewed, or replaced or for any other breach of the License provisions, then the License granted hereunder shall be forthwith terminated and the Licensee shall have to cease and desist from said use of the SITE. Evidence of insurance shall, at all times, be sent to the Law Department of the City of Lowell.

11. The License shall be predicated upon and shall not be in effect until adequate insurance coverage, satisfactory to the Law Department of the City of Lowell, naming the City as an additional insured party, which coverage shall be kept in force so long as the use of the SITE continues under this License.

12. This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated \_\_\_\_\_, 2021.

13. The Licensee releases and agrees to indemnify and hold harmless the City of Lowell, its agents, officers, servants and employees from any and all claims, demands and liabilities, including attorney's fees, whatsoever from any and all claims for damage or injury to persons or property which might occur on account of the License for the use of the SITE.

14. The Licensee hereby warrants and guarantees that upon termination of this License that the SITE shall be restored to its original condition, less reasonable wear and tear. Licensee hereby agrees to be responsible for, and to pay for the cost of any damage to the Licensor regarding the licensed SITE.

15. Inherent in this License Agreement is the unilateral right of the Licensor to cancel this license at any time upon written notice thereof to the Licensee for any reason.

16. It is understood and agreed that this License does not grant any ownership interest to the Licensee in the licensed area.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF LOWELL

Winn Managed Properties, LLC  
By: WinnCompanies LLC, its General Partner  
By: WinnResidential Manager Corp., its Manager

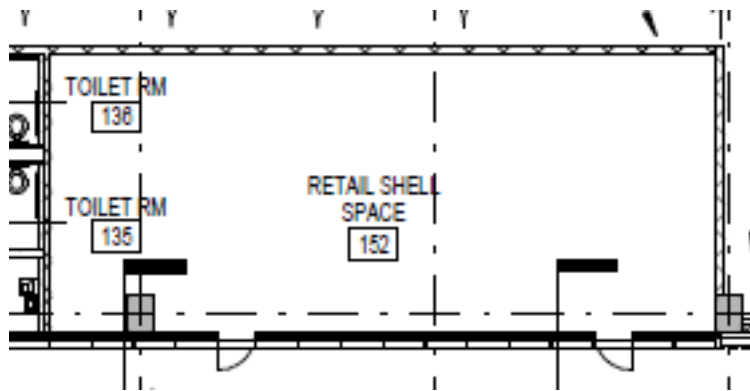
\_\_\_\_\_  
Eileen M. Donoghue  
City Manager

By: \_\_\_\_\_  
Gilbert J. Winn, President

APPROVED AS TO FORM:

\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor

EXHIBIT "A"  
HCID GARAGE - 350.4 DUTTON STREET





Eileen Donoghue  
City Manager

September 15, 2021

Mayor John J. Leahy  
And  
Members of the City Council

Reference: License Agreement, 350.4 Dutton Street

Dear Mayor Leahy and Members of the City Council:

Attached please find a License Agreement for  $\approx$  1,200 square feet of space owned by the City of Lowell within the Hamilton Canal Innovation District (HCID) garage located at 350.4 Dutton Street.

Winn Managed Properties, LLC has requested the use of this property, as shown in Exhibit "A", beginning December 2021 and ending, on or about, January 2022.

Winn has requested temporary use of this retail area for the purpose of a temporary office for pre-leasing of their new 201 Canal Apartments for employees, agents, and potential tenants. Inherent in the License Agreement is the unilateral right to cancel this license at any time.

I respectfully request that the City Council vote to approve the proposed License Agreement providing temporary occupancy of this currently vacant space.

Should you have any questions or require any additional information, please feel free to contact Christine McCall at the Department of Planning and Development at (978) 674-1401.

Sincerely,

Eileen M. Donoghue  
City Manager

Attachment

cc: Christine McCall, Assistant City Manager/DPD Director  
Christine O'Connor, City Solicitor  
Patricia Lucken, Asset Manager