

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with UnWrapped, Inc., with principle office at 95 Rock Street, Lowell, MA 01854, for use of a portion of premises located at 294 School Street, in the City of Lowell for the purpose of employee parking.

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 UnWrapped, Inc., with principal office at 95 Rock Street, Lowell, MA 01844, for use of a portion of City of Lowell property, said premises located at 294 School Street in the City of Lowell for the purpose of employee parking for a monthly rental fee of Two Thousand and 00/100 (\$2,000.00) Dollars commencing June 1, 2022 and on the first of every month thereafter.

Said License shall be predicated upon adequate insurance coverage which coverage shall be kept in force so long as said encroachment continues under this License.

Said license shall contain such conditions as the City Manager shall deem to be in the best interest of the City of Lowell.

Said License shall be in accordance with the form, or substantially the form, attached hereto.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

LICENSE AGREEMENT

THIS LICENSE, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called the "LICENSOR", and UNWRAPPED, INC., a domestic profit corporation, duly established and having an address of 95 Rock Street, Lowell, Massachusetts 01854, hereinafter called "LICENSEE", WITNESSETH THAT:

The LICENSOR owns property at 294 School Street, a portion of which is improved by a paved parking lot consisting of 18,030 square feet +/- and further identified as the corner of Mt Vernon and Rock Street, 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 employee vehicle parking, no construction activities shall be allowed in the parking lot area; and

NOW, THEREFORE:

1. The LICENSOR hereby grants to the LICENSEE a license to use the SITE as shown on the plan marked Exhibit "A" beginning on June 1, 2022 and continuing until notification in writing sent to the LICENSEE or LICENSOR that such LICENSE is terminated;

2. Inherent in this License Agreement is the unilateral right of the LICENSOR and LICENSEE to cancel this license at any time upon written notice thereof to the LICENSOR or LICENSEE for any reason;

3. The LICENSEE shall pay to the LICENSOR an amount not to exceed TWO THOUSAND AND 00/100 (\$2,000.00) DOLLARS per month as "Base Rent" to be paid starting June 1, 2022 and paid monthly thereafter,

- a) Until further notice such "Base Rent" payments shall be made payable to the "City of Lowell" and mailed to:
c/o Patricia Lucken, Asset Manager
City of Lowell, Department of Planning and Development
J.F.K. Civic Center, 50 Arcand Drive
Lowell, Massachusetts 01852

4. The LICENSOR shall be responsible for all maintenance of the parking lot including safety and general signage, snow removal, security, striping, and, if applicable permitting, approvals;

5. The LICENSOR does not warrant the condition of the premises;

6. The LICENSEE is prohibited from renting space in said leased premises to any other person or persons for special events or for any term or tenancy whatsoever;

7. The LICENSEE shall at the termination of this LICENSE remove all LICENSEE's goods and effects from the licensed premises and restore the parking lot to its current condition;

8. The LICENSEE shall assume all liability for use of the lot 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 premises, naming the City as one of the "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 property 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 property. 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 insured party, which coverage shall be kept in force so long as the use of the premises 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 _____, 2022.

13. This 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 a portion of the SITE located at 294 School Street, Lowell, Massachusetts, or from use of any and all associated access areas including all as shown on Exhibit "A". Parties acknowledge that LICENSOR's liability may be governed by MGL c. 258, as amended.

14. It is understood and agreed that this License does not grant any ownership interest to the LICENSEE in the LICENSED area.

Sealed and signed this ___ day of _____ 2022.

CITY OF LOWELL, MA

UNWRAPPED, INC.

By: _____
Thomas A. Golden, Jr., City Manager

By: _____
Stephen A. Katz

APPROVED AS TO FORM:

Christine O'Connor, City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

_____, 2022

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Thomas A. Golden, Jr., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public
My commission expires:



Exhibit "A" 294 School Street (paved portion)

Exhibit "A"



Thomas A. Golden, Jr.
City Manager

June 8, 2022

Mayor Sokhary Chau
and
Members of City Council

REFERENCE: License Agreement

Dear Mayor Chau and Members of the City Council:

The property located at 294 School Street is City owned. Unwrapped, Inc., has requested a License Agreement for parking employee cars. A Needs Assessment conducted on March 15, 2022 indicated no current need for this property.

Unwrapped is a Domestic Profit Corporation owned by Stephen A. Katz and operates at 95 Rock Street, Lowell, Massachusetts. Mr. Katz has agreed to pay the City of Lowell Two Thousand Dollars (\$2,000.00) per month for use of the parking lot for employees only.

Inherent in this License is the unilateral right of the City of Lowell or Mr. Katz to terminate this agreement at any time.

The Department of Planning and Development (DPD) has recommended the approval of this License Agreement for 95 Rock Street.

The Law Department has prepared the necessary Vote authorizing the City Manager to enter into this License Agreement with Unwrapped.

Sincerely,

Thomas A. Golden, Jr.
City Manager

Attachment:

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

Attachment: License Agreement
Exhibit "A" Geographical Information Systems (GIS)