

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with VYO-Boston, Inc., to use a portion of City-owned parking lot at 740 Aiken Street in the City of Lowell for church parking for the congregation and employees of VYO-Boston, Inc. located at 664 Lakeview Avenue, Lowell and for no other use.

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

The City Manager is authorized to enter into a License Agreement with VYO-Boston, Inc., a Religious (Chapter 180) entity duly established by law having its principal offices at 664 Lakeview Avenue, Lowell, Massachusetts 01850, to use a portion of City of Lowell property, said premises located at 740 Aiken Street in the City of Lowell, for a period commencing September 1, 2018 and terminating September 1, 2021. The term of this license shall not be extended without execution of a new license between the parties and vote of the City Council.

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.

V:licenseagreement-vyo-boston

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 "LICENSOR," and VYO-Boston, Inc., having its principal offices a 664 Lakeview Avenue, Lowell, Massachusetts 01850, hereinafter called "LICENSEE," WITNESSETH THAT:

The LICENSOR owns property at 740 Aiken Street, in the City of Lowell, hereinafter called the "SITE", attached hereto and made a part hereof; and

The LICENSEE desires to use portion of the premises for the purpose of church parking for the congregation and employees of VYO-Boston, Inc., located at 664 Lakeview Avenue, Lowell, MA and for no other use. No building or other structure shall be erected on said licensed premises; 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 described and marked "Exhibit "B" and made a part hereof, for church parking for the congregation and employees of VYO-Boston, Inc., from September 1, 2018 through September 1, 2021. VYO-Boston, Inc., shall be subject to the following terms

2. The LICENSEE shall pay to the LICENSOR SEVEN HUNDRED TWENTY AND 15/100 (\$720.15) DOLLARS per month as rent in advance on September 1, 2018 and on the first of every month thereafter during the term of this license. Total payments during the entire three (3) year licensed term shall not exceed TWENTY FIVE THOUSAND NINE HUNDRED TWENTY FIVE AND 77/100 (\$25,925.77) DOLLARS.

3. The LICENSEE shall be responsible for payment of all costs associated with striping and pavement markings of the licensed area. The LICENSEE shall be required to maintain, consistent with the written approval from the Department of Planning and Development's Traffic Engineer, the striping and pavement marking plan for the licensed area. Striping and pavement marking of the licensed area shall be complete and maintained consistent with zoning.

4. The LICENSEE shall maintain the Parking lot, gates, fencing, etc., during the Licensed period.

5. 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.

6. The LICENSEE shall not allow or permit any rubbish or trash from 740 Aiken Street, or from any source to exist on said licensed premises.

7. The LICENSEE shall be responsible for snow and ice removal and basic lot maintenance.

8. The LICENSEE shall pay the Parking Fee 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.

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

10. 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.

11. 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.

12. 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.

13. This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated July 24, 2018.

14. 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 Parking Lot

at 740 Aiken Street, Lowell, Massachusetts. Parties acknowledge that LICENSOR'S liability may be governed by MGL c. 258, as amended.

15. The Licensee hereby warrants and guarantees that upon termination of this License that the licensed premises shall be returned in the same condition as when license commenced, reasonable wear and tear excluded. Licensee hereby agrees to be responsible for, and to pay for the cost of any damage to the Licensor regarding the licensed premises.

16. 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.

17. 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 August, 2018.

VYO-Boston, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Kirit Malaviya, President

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Rekha Desai, Treasurer

APPROVED AS TO FORM:

CITY OF LOWELL

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

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

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

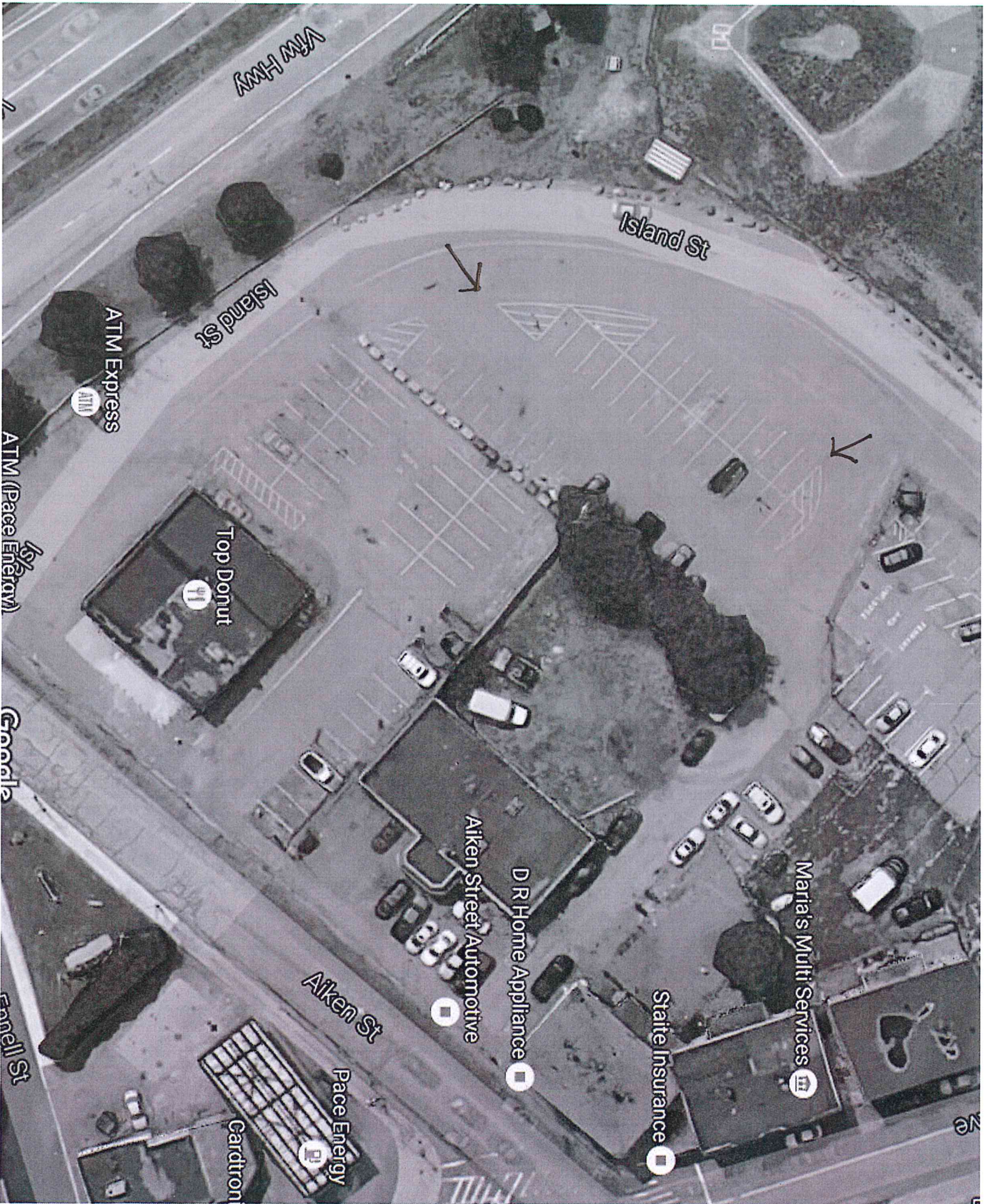
On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me the undersigned Notary Public, personally appeared Eileen M. Murphy, City Manager, proved to me through satisfactory evidence of identification, which was Notary's personal knowledge of the individual, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
, Notary Public  
My commission expires:

vote:lic/vyo-bostont



EXHIBIT "A"





## EXHIBIT 'B'

A portion of a City-owned parking lot located at 740 Aiken Street, Lowell, MA and said land more particularly described as:

Beginning at a point which is Three and 00/100 (3.00) feet from the northerly lot line of land N/F of Donald and Gerald Silvestri. Said lot being One Hundred Sixty and 00/100 (160.00) feet north westerly from the westerly sideline of Aiken Street and the southerly sideline of lot Ninety One (91) as shown on plan WPA D-53 on file in the City Engineers Office:

Thence southerly One Hundred Eighty Seven and 5/100 (187.5) feet  $\pm$  along land N/F of Silvestri and land N/F of the City of Lowell to a point on a curve having a radius of One Hundred Seventy Six and 55/100 (176.55) feet and an arc length of One Hundred Ninety Six and 96/100 (196.96) feet  $\pm$ ;

Thence northerly along said curve One Hundred Ninety Six and 96/100 (196.96) feet  $\pm$  to a point;

Thence northeasterly along land N/F of the City of Lowell Six and 95/100 (6.95) feet to a point;

Thence easterly along land N/F of the City of Lowell Ninety Four and 19/100 (94.19) feet  $\pm$  to a point of beginning;

Said parcel contains Twelve Thousand Three Hundred Ninety Four and 00/100 (12,394) square feet and being shown as attachment "A" and made a part hereof.



Eileen M. Donoghue  
City Manager

July 16, 2018

Mayor William Samaras  
and  
Members of the City Council

REFERENCE: License Agreement Renewal 740 Aiken Street

Dear Mayor Samaras and Members of the City Council:

VYO-Boston, Incorporated, a religious entity, has requested a License Agreement for use of 12,394 +/- square feet of City owned property located at 740 Aiken Street.

VYO-Boston utilizes approximately 12,394 square feet of City owned property to provide 39 parking spaces consistent with zoning requirements, for their property located at 664 Lakeview Avenue. Exhibit "A" and "B" provides a description and depiction of the area.

This License Agreement reflects a payment rate of Seven Hundred Twenty and 15/100 Dollars (720.15) per month.

Attached is a Vote authorizing the City Manager to execute a License Agreement at the rate of Seven Hundred Twenty and 15/100 Dollars (720.15) per month commencing September 1, 2018.

If you have any questions or need any assistance in this matter, please contact Diane Tradd, Assistant City Manager at 978-674-1401.

Sincerely,

Eileen M. Donoghue  
City Manager

EMD/ns  
Attachment

cc: Diane Tradd, Assistant City Manager/DPD Director  
Christine P. O'Connor, City Solicitor  
Patricia Lucken, Asset Manager