



27

**CITY OF DANBURY**  
**OFFICE OF THE CORPORATION COUNSEL**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

(203) 797-4518  
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PLEASE REPLY TO:

July 19, 2004

Honorable Common Council Members  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

Re: Use of Parking Lot  
Immaculate Heart of Mary Church

Dear Council Members:

As you know, since 1993 the City has leased property behind the Immaculate Heart of Mary Church adjacent to City Hall for employee parking. That lease has expired but our need for additional parking continues. At the request of Mayor Boughton we have prepared a new lease covering the parking area upon the same terms and conditions contained in the original lease. The proposal has been reviewed and approved by Mr. Manuel Cipriano on behalf of the church and is ready for execution.

Please review the proposal, forward a copy to the planning commission for a report and consider it in the usual fashion. If you have any questions, or if I may otherwise be of assistance, please feel free to contact me.

Sincerely,

Eric L. Gottschalk  
Deputy Corporation Counsel

cc: Hon. Mark D. Boughton, Mayor

## LEASE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by and between the City of Danbury, a municipal corporation located in Fairfield County and organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized (hereinafter referred to as the "City") and the Immaculate Heart of Mary Church, a Connecticut corporation having a principal place of business located at 149 Deer Hill Avenue, Danbury, Connecticut and acting herein by Manuel Cipriano, the President of its Parish Council (hereinafter referred to as the "Church").

WHEREAS, the City wishes to obtain the right to allow its officers and employees to use the parking area located in the rear of 149 Deer Hill Avenue; and

WHEREAS, the Church is willing to allow the use of its parking area by City officers and employees under certain conditions, as more fully described herein;

### W I T N E S S E T H:

In consideration for the mutual promises contained herein, the parties do hereby agree as follows:

1. Use of Space. The Church agrees that officers and employees of the City shall be permitted to use 30 spaces in the parking area located in the rear of 149 Deer Hill Avenue, Danbury, Connecticut (hereinafter "the parking area"), from 8:30 a.m. to 5:00 p.m., Monday through Friday.
2. City Responsibilities. The City agrees it shall plow and sand the sidewalk adjacent to 149 Deer Hill Avenue and the parking area as often as necessary during the winter months. In addition, the City agrees to paint stripes delineating each parking space in the parking area as often as may be reasonably necessary. Finally, the City agrees to patch potholes in the parking area and to repair any damage caused during the course of any work done by the City on Church property.
3. Use of City Lot. The City further agrees that it shall permit the non-exclusive use of the City Hall parking lots located at 155 Deer Hill Avenue, Danbury, Connecticut, by Church patrons, officers and employees on Saturdays and Sundays.
4. Insurance. The City shall procure and maintain general liability policies, naming the Church as an additional insured, insuring the Church against loss or damage to persons or property arising out of the use of the parking area by City officers or employees. Said policies shall be payable in an amount not less than \$500,000.00 for each loss or damage sustained by any one person, and not less than \$1,000,000.00 for all losses or damages sustained in connection with each act, accident or occurrence, and \$500,000.00 for all losses or damages to property.
5. Term. This Agreement shall commence on \_\_\_\_\_, 2004 and shall expire on December 31, 2014. At the option of the, City this Agreement may be extended upon the same terms and conditions as are recited herein, for an additional term of ten (10) years, provided that the City gives the Church written notice of its intention to exercise its option not less than sixty (60) days prior to expiration of the initial term hereof.

6. Termination. This Agreement may be terminated by the City at any time, without obligation of any kind to the Church upon thirty (30) days prior written notice.

7. Conduct of the Parties. The parties shall at all times, fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction over said parking area, including, but not limited to, such as shall relate to cleanliness, safety, occupation and use of the parking area.

8. Notices. Any and all notices permitted or required by any provisions of this Agreement shall be delivered to the other party by certified mail, return receipt requested, at the following addresses:

A. To the City:

City of Danbury  
Office of the Mayor  
155 Deer Hill Avenue  
Danbury, CT 06810

B. To the Church:

Mr. Manuel Cipriano  
Immaculate Heart of Mary Church  
149 Deer Hill Avenue  
Danbury, CT 06810

The foregoing addresses may be changed by either party by notifying the other party in the manner required for notice.

9. Necessary Provisions Deemed Included; Unlawful Provisions Deemed Stricken. It is the intention and the agreement of the parties hereto that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or are not inserted in proper form, then on the application of either party, this Agreement shall be amended so as to strictly comply with the law without prejudice to the right of either party hereunder. In addition, any provisions of this Agreement which are found by a court of competent jurisdiction to be unlawful shall be deemed stricken from this Agreement and shall be of no effect. In the event that any such provision is stricken from this Agreement, the deletion shall be accomplished without affecting the binding force of the remainder of this Agreement.

