

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on September 4, 2018, and that the same has not been amended or rescinded:

WHEREAS, visitors to the Colonial Burial Grounds in Norwichtown have from time to time parked in the parking lot of the bank branch located at 71 Town Street while said branch was under the control of the Connecticut Bank & Trust Company, then of the Fleet National Bank, and then of the Bank of America; and

WHEREAS, in November of 2003 the City of Norwich and the Fleet National Bank entered into a License Agreement regarding such parking whereby the city agreed to maintain the path between the bank parking lot and Old Cemetery Lane, to indemnify and defend the bank from any claims made against it resulting from this use of the parking lot, and to maintain insurance naming the bank as an additional insured; and

WHEREAS, this License Agreement has been extended through various amendments to run through November 30, 2018; and

WHEREAS, the Bank of America, National Association, has agreed to a Fourth Amendment to the License Agreement to run through November 30, 2021, a copy of this proposed Fourth Amendment to the License Agreement being attached hereto as Exhibit A; and

WHEREAS, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to enter into this Fourth Amendment to the License Agreement

NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed on behalf of the City of Norwich to enter into, execute, and deliver this Fourth Amendment to the License Agreement between the Bank of America, National Association and the City of Norwich together with such other documents and communications as are necessary to effectuate the same.

Exhibit A

**FOURTH AMENDMENT
TO LICENSE AGREEMENT**

The parties to this Fourth Amendment to License Agreement ("Fourth Amendment") are **Bank of America, National Association**, a national banking association, successor in interest to Fleet National Bank, ("Licensor"), and **City of Norwich**, a municipal corporation specially chartered by the General Assembly of the State of Connecticut and having its territorial limits within the State of Connecticut ("Licensee"), who, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. **Background.** This Fourth Amendment pertains to the License Agreement between Licensor and Licensee, dated November 17, 2003 as amended by the Amendment to License Agreement dated October 17, 2008, by Second Amendment to License Agreement dated January 7, 2014, and by Third Amendment to License Agreement executed January 15, 2016 (together, the "License"), for license of the Premises therein described for the use of the parking lot and path located at 71 Town Street, Norwich, CT 06360. Capitalized terms used and not otherwise defined herein have the meanings given them in the License.

2. **License Term.** By execution of this Fourth Amendment, the term of the License hereby is extended for an additional term ("Additional Term"), ending **November 30, 2021**, unless sooner terminated as provided in the License. Notwithstanding any provisions contained herein to the contrary, either party may terminate this License at any time, without cause, during the Term upon at least **forty-five (45) days** prior written notice to the other party.

3. **AS-IS.** Licensee accepts the Premises in its AS-IS, WHERE IS condition. Licensor shall not be required to perform any improvements or other work or provide Licensee with any allowance or inducement with respect to the License. Licensee, at Licensee's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use or condition of Licensee's improvements (including the Americans With Disabilities Act of 1990, as amended). Licensee will comply with any reasonable rules and regulations for the parking lot adopted by Licensor.

4. **Insurance.** Simultaneously with the execution of this Fourth Amendment, Licensee shall provide Licensor with a certificate of insurance as required under the License.

5. **Brokers.** Each party hereto represents that it has not dealt with any other real estate broker or agent in connection with the negotiation of this Fourth Amendment other than CBRE, Inc. Each party shall hold the other harmless from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person or entity with whom the indemnifying party has dealt.

6. **Addresses.** Notice addresses under the License pursuant to Paragraph 5 of the License are hereby amended as follows:

Licensor:

Bank of America, National Association
NC2-150-03-06 (CT2-122)
13850 Ballantyne Corporate Place
Charlotte, NC 28277

Attn: 3P Lease Administration (CT2-122)

With copies to:

Bank of America, National Association
Two Smith St (MA6-152-02-01)
Wakefield, MA 01880
Attention: Joan Arria, Vice President (CT2-122)

Licensee:

City of Norwich
100 Broadway
City Hall, Room 219
Norwich, CT 06360-4431
Attn: City Manager

7. Miscellaneous. Licensee and the person(s) signing this Fourth Amendment on Licensee's behalf represent and warrant to Licensor that Licensee has full right and authority to execute and perform its obligations under the License as amended by this Fourth Amendment, and that such person(s) are, duly authorized to execute this Fourth Amendment on Licensee's behalf without further consent or approval by anyone. Licensee shall deliver to Licensor promptly upon request all documents reasonably requested by Licensor to evidence such authority. This Fourth Amendment is the entire agreement of the parties regarding modifications of the License provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective heirs, legal representatives, successors and assigns. The License is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby.

8. OFAC. Licensee represents that neither Licensee nor, to the knowledge of Licensee, any director, officer, employee, agent, affiliate or representative of Licensee is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is Licensee located, organized or resident in a country or territory that is the subject of Sanctions; and Licensee represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

9. Digital Images. The parties agree to accept a digital image of the License, and any amendments thereto, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations. Execution and delivery of this Amendment by portable document format ("PDF") copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Amendment by such party. Such PDF copies shall constitute enforceable original documents.

EXECUTED AND DATED as of July _____, 2018.

LICENSEE:

City of Norwich

By: _____
Name: _____
Title: _____
Date: _____

LICENSOR:

Bank of America, National Association,
a national banking association

By: _____
Name: Joan Arria
Title: Vice President
Date: _____

CT2-122; 71 Town Street, Norwich, CT

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Dated at Norwich, Connecticut this 5th day of September 2018.

ATTEST:



Betsy M. Barrett

City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on September 4, 2018, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich has received a Notice of Grant Award from the State of Connecticut Office of Policy and Management Criminal Justice Policy and Planning Division advising that the City of Norwich has been selected to receive a grant of \$6,588 to support the Juvenile Review Board Grant Program, OPM Grant No.: 15JJ_JRB_104 made under the Federal Juvenile Justice and Delinquency Prevention Act, as amended; and

WHEREAS, the funds come through a federal award with no required local match, the funding to start on September 1, 2018 or after Notice of Grant Award is signed by both parties (whichever is later); and

WHEREAS, the Notice of Grant Award has identified John Salomone as the authorized grantee official to sign the Notice

NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to sign the Notice of Grant Award on behalf of the City of Norwich and to return the same to the Office of Policy and Management of the State of Connecticut; and

BE IT FURTHER RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to review the Assurances and Certification forms to be submitted with the Notice of Grant Award and, provided he finds the city is in compliance with the same, to sign such on behalf of the City of Norwich as the authorized signing official and to return the same to the Office of Policy and Management of the State of Connecticut.

Dated at Norwich, Connecticut this 5th day of September 2018.

ATTEST:



Betsy M. Barrett
City Clerk