

LEASE AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
CITY OF STAMFORD
INTERSTATE ROUTE NO. 95
FILE NO. 135-42-487B
FEDERAL-AID PROJECT NO. N/A

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this 12th day of April, 2010 by and between the State of Connecticut, Department of Transportation ("State"), Joseph F. Marie, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, and the City of Stamford ("Second Party"), a municipal corporation, with a mailing address of 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by Michael A. Pavia, its Mayor, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land, hereinafter described ("Premises"), to provide a pedestrian walkway to and from a school being built on Blachley Road, and

WHEREAS, the State and the Second Party acknowledge and agree that the Premises are designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses are temporary and subordinate thereto, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, that land ("Premises"), containing approximately 9,359 square feet, more or less, situated in the City of Stamford, County of Fairfield, and State of Connecticut, on the southerly side of Interstate Route No.95, with appurtenances thereon, if any, as shown on a map attached hereto, entitled "TOWN OF STAMFORD, SKETCH SHOWING LAND LEASE TO CITY OF STAMFORD BY THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, ROUTE I-95 AT BLACHLEY STREET, SCALE 1"=40', FEB 2009, MICHAEL W. LONERGAN, P.E., ACTING TRANS. CHIEF ENGINEER - BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS," TOWN NO. 135, PROJ. NO. 42, SERIAL NO. 487B, SHEET NO. 1 OF 1.

1. The sole purpose of this Agreement is to allow the Second Party, and the Second Party agrees that it will, use the Premises only to provide a pedestrian walkway to and from a school being built on Blachley Road. Due to the Premises proximity to the State highway, the Second Party agrees that the Second Party's obligations to hold harmless and indemnify the State and others as provided in paragraph 6 of the Specifications for or against any and all claims, losses, liabilities and other matters arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Second Party shall include, without limitation, any injury (including death) and damage to property that is caused by any debris that falls, is thrown or otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property.

2. The term of this Agreement is for a five (5) year period of time commencing April 1, 2010, to and including March 31, 2015.

3. There shall be no monetary consideration for the lease of the Premises, if it remains free to the public.

4. The Second Party shall have the right to renew this Agreement for two (2) additional five (5) year periods of time, subject to a review and update of the rental fee, by giving the State official notice, as the same is hereinafter defined.

5. This Agreement may be terminated at any time, with or without cause, by either party hereto by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall terminate with the same effect as if the date specified in such notice was the date originally specified herein as the date as of which this Agreement otherwise is due to expire.

6. If this Agreement is to be recorded, it is mutually understood and agreed by the parties hereto that when pages -1- thru and including -6- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

7. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants: Governmental", dated September 22, 2009 ("Specifications"), which is hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the Specifications is and shall remain on file in the offices of the State and of the Second Party identified on page -1- hereof.

8. If any improvements are planned to be made to the Premises the Second Party must obtain an Encroachment Permit in accordance with Item 20 of the Specifications. The Second Party must contact the Special Service Section Chief of the State's District 3 Maintenance Office, at (203) 389-3013 to apply for this permit.

9. The Second Party agrees to erect a 6 foot chain high link fence, along the northerly side of the lease line to protect pedestrians from traffic along Interstate Route I-95.

10. In addition and subject to the other requirements of paragraph 7 of the Specifications, if any vehicles allowed on the Premises under this Agreement are not owned by the Second Party, then, unless already provided under the liability insurance described in 7 of the Specifications, the Second Party also shall maintain, at the Second Party's sole cost and expense, a policy or policies of insurance providing comprehensive garage-keepers liability coverage, on a direct primary and non-contributory coverage basis, in an amount not less than \$1,000,000 per policy period.

11. The Second Party agrees that the area will be used solely for the purpose of a pedestrian walkway. The State reserves the right to require the Second Party to make modification to the premises, at any time, at no cost to the state, to protect the public roadways and ensure the safety of the traveling public. A reasonable amount of time will be provided to make appropriate modifications. Failure to make modifications in the time determined will result in immediate termination of the Agreement.

12. The storage of any hazardous or flammable material on the premises is strictly prohibited. Violation of this section will result in the immediate termination of the Agreement.

13. The Second Party agrees that they will be responsible to repair and any damages to the highway facility caused by their use thereof, such repair or replacement to be made within a reasonable time after written notice has been given to the Second Party by the State, or in lieu thereof, at the election of State, compensation may be paid to the State for the necessary expense for said repairs. Second Party shall carry adequate insurance to cover its obligation under this section. It is understood and agreed to by all the parties herein, that the Second Party shall not be granted the use of the Premises referred to herein and the terms of this Agreement will not be in effect until the Second Party has submitted evidence that it has public liability insurance and said insurance has been approved by the State.

14. The Second Party shall save the State and its authorized representatives harmless from any and all costs, liabilities, expenses, damages, suits, judgments and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or subcontracts entered into in connection therewith, or the maintenance of the herein described improvement.

15. The Second Party agrees the State reserves the right for itself, its agents and representatives, and the Federal Highway Administration to enter upon said premises at any time to construct, inspect and maintain the right of way or for any other highway purpose in a manner calculated so as not to unreasonably interfere with the Second Party's use of the Premises. If the State anticipates that activities under this section may require the disruption of normal operation of the licensed premises, the State shall notify the Second Party, in writing, of the need for such activities and the expected period of disruption.

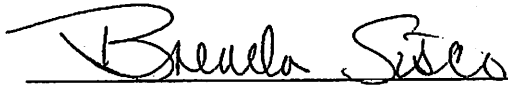
16. The Second Party agrees that no permanent structure will be built on said right of way, but State agrees that the Second Party may make such temporary improvements, including paved walkway, lights and drainage, as are necessary in order that the said premises may be used for the purposes hereinbefore stated subject to approval by the State prior to any construction activities. Second Party further agrees that the areas provided will be functional and orderly, that any screening measures deemed necessary to improve the appearance of the areas will be provided along with proper maintenance of said right of way to insure a pleasing appearance.

17. The State and its representatives (herein defined as the State's authorized agents, representatives and employees) shall have the right, at reasonable hours, to inspect or examine any and all books, records, and other documents of the Second Party and any contractors that are hired by the Second Party to perform any work under or in connection with this Agreement, to the extent such documents relate to this Agreement or any such contract or any party's performance hereunder or thereunder (herein, "Records"). The State and its representatives also shall have the right, at reasonable hours, to inspect or examine the Premises and any part of the plant or place of business located on or within the Premises of each such Second Party to ensure compliance with this Agreement. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Second Party at least twenty-four (24) hours notice of any intended inspections or examinations.

18. The Second Party agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be extended or renewed, and any holdover period; additionally each of the Second Party's contractors shall maintain all of its Records until three (3) years after the expiration or earlier termination of its contract or other agreement, as the same may be renewed or extended. If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved. This provision, including this subparagraph, shall be included in each contract the Second Party enters into with any person or entity hereunder, verbatim.

Agreement No. 4.08-02(10)

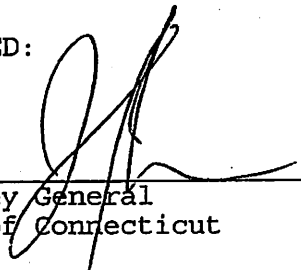
This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.



Secretary
Office of Policy & Management
State of Connecticut

Date: 9/23/2010

APPROVED:



Attorney General
State of Connecticut

Date: 10/12/10

ASSOC. ATTY. GENERAL

BSK



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2402

June 5, 2012

Mr. Michael D. Larobina
Director of Legal Affairs and Corporation Counsel
City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06902

Dear Mr. Larobina:

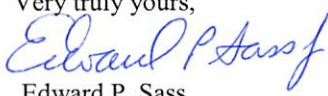
Subject: Insurance Requirements
Leased State Property
File No. 135-042-487B
Town: Stamford

Our records indicate that your insurance coverage has expired.

It is mandatory that as a lessee of State property you comply with the terms of the license agreement by maintaining insurance coverage. The State's minimum requirement is for commercial general liability insurance, including contractual liability insurance. The total limit must not be less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. And, subject to that limit per accident, a total (aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents and occurrences and out of injury to or destruction of property during the policy period. Additionally, the State of Connecticut must be named as an additional insured party.

Please submit a copy of your insurance on an Acord Certificate of Liability Insurance form. Additionally, please submit the name(s), phone number(s), current address and e-mail address of the person who is authorized to sign the lease agreement. The contact information as well as the Acord Form can be e-mailed to edward.sass@ct.gov. Please reference a file number if sending via e-mail.

If you have any questions, contact me at the above phone number or via e-mail.

Very truly yours,

Edward P. Sass
Property Agent 2
Leasing Section
Office of Rights of Way

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