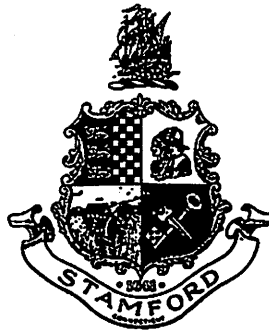


CR29.093



INTEROFFICE MEMORANDUM

**TO: Planning Board
Board of Finance
Board of Representatives**

FROM: David Martin, Mayor *DM/V*

DATE: October 3, 2017

**RE: Lease Agreement – Our Lady Star of the Sea Corporation
Lease of School Building Recreational Programs**

Please review the attached proposed Agreement and advise your recommendation.

Thank you.

Enc.

LEASE

by and between

OUR LADY STAR OF THE SEA CORPORATION

Landlord

and

THE CITY OF STAMFORD

Tenant

**Address:
1170 Shippan Avenue
Stamford, CT 06902**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. Premises	1
2. Term	2
3. Rent	2
4. Permitted Use.....	4
5. Schedule	5
6. Safe Environments	6
7. Alterations, Improvements and Repairs.....	7
8. Utilities and Services	9
9. Insurance	9
10. Casualty and Condemnation	11
11. Assignment and Subleasing	11
12. Indemnification	12
13. Quiet Enjoyment, Holding Over	12
14. Default	12
15. Notice.....	13
16. Deleted by agreement of the parties	14
17. No Representations By Landlord.....	14
18. Arbitration.....	14
19. Miscellaneous	15
20. City Board Approvals; Nonappropriation.....	17

EXHIBITS:

- A -- Map of Property
- B -- Permitted Programs

LEASE (this "Lease"), made this ___ day of September, 2017, by and between OUR LADY STAR OF THE SEA CORPORATION, a Connecticut non-stock corporation with a mailing address of 1200 Shippan Avenue, Stamford, CT 06902, Attention: Father Peter Smolik ("Landlord"); and THE CITY OF STAMFORD, a Connecticut municipality with a mailing address of 888 Washington Boulevard, 1st Floor, Stamford, CT 06901, Attention: Recreation Services Division ("Tenant").

WITNESSETH:

1. Premises

(a) Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, upon the terms and conditions and for the uses and purposes hereinafter provided: (i) the building formerly known as the Our Lady Star of the Sea School totaling approximately 13,000 square feet (the "School Building") (as shown on the map (the "Map") attached hereto as Exhibit A; (ii) the gymnasium, excluding the closet and the confessional contained therein, totaling an additional 3,500 square feet (the "Gym"), and associated play grounds; (iii) the existing fixtures, furnishings and equipment (the "FF&E") situated in the School Building and Gym as of the date hereof, provided, however, that Landlord makes no representation or warranty with respect to the condition of the FF&E or its utility; (iv) a portion of the Property (as defined below) lying to the east of the Church and the Parish Hall (the "Land"); and (v) non-exclusive use of the parking lot on the Property for ingress, egress and vehicular parking purposes only (the "Parking Lot"). The 10,885 square foot portion of the School Building and the Gym, together with the Land, shall be known as the "Premises," which Premises is depicted on Exhibit A attached hereto and made a part hereof. The remaining 5,615 square foot portion of the School Building and the Gym shall be known as the "Additional Premises," which Additional Premises is depicted on Exhibit A attached hereto and made a part hereof. The hallways and lavatories located in the School Building shall be known as the "Shared Use Area," which Shared Use Area is depicted on Exhibit A attached hereto and made a part hereof. The Premises, the Additional Premises and the Shared Use Area are collectively referred to hereinafter as the "Entire Premises". The School Building has a mailing address of 1170 Shippan Avenue, Stamford, CT 06902. It is agreed and understood that Exhibit A is for illustrative purposes only.

(b) Tenant shall be permitted to use and occupy the Premises during the Term (as defined below), and Tenant shall be permitted to use and occupy the Additional Premises only during the calendar months of July and August during the Term.

(c) Anything herein to the contrary notwithstanding, the following areas shall be excluded from the definition of the Entire Premises, and Tenant shall not have access thereto or use thereof: the Our Lady Star of the Sea church building (the "Church") the parish hall (the "Parish Hall") and the Our Lady Star of the Sea rectory building (the "Rectory") depicted on Exhibit A attached hereto and made a part hereof. The Church, the Rectory and the Parish Hall (collectively, the "Church Buildings") have a mailing address of 1200 Shippan Avenue, Stamford CT 06902. The School Building, the Gym, the Parking Lot, the Church Buildings and the Land are collectively referred to hereinafter as the "Property".

(d) Notwithstanding anything to the contrary contained herein, Tenant shall have access to and use of the Premises throughout the entire Term, subject to the terms and conditions of this Lease. Tenant shall have access to and use of the Additional Premises only during the Summer (as hereafter defined), and subject to the terms and conditions of this Lease. For the absence of doubt, references in this Lease to the "Premises", the Additional Premises or the Entire Premises shall refer to the premises that Tenant is occupying at any given time during the Term of this Lease.

2. Term.

(a) Term. The term of this Lease shall be for a period of approximately four (4) years and nine (9) months (the "Term") commencing on the date the Tenant executes this Lease (the "Commencement Date") and ending on June 30, 2022 (the "Expiration Date"), unless sooner terminated or extended pursuant to any of the terms or conditions of this Lease or pursuant to law. On the Expiration Date or sooner termination of this Lease, Tenant shall peacefully yield up to Landlord the Entire Premises, broom clean, in as good order and repair as when delivered to Tenant, ordinary wear and tear excepted. Any property left by Tenant in the Entire Premises shall be deemed abandoned by Tenant, and may be disposed of by Landlord at Tenant's sole cost and expense.

(b) Tenant's Termination Option. Prior to the end of each Lease Year (as defined below), provided that Tenant is not then in default of the terms of this Lease, Tenant shall have the right to terminate this Lease effective as of the last day of such Lease Year ("Tenant's Termination Option") by providing Landlord with prior written notice of its intent to so terminate this Lease ("Tenant's Termination Notice") no later than April 1st of such Lease Year.

Notwithstanding the foregoing, if it is necessary for Tenant to terminate this Lease because sufficient funds have not been appropriated by the City's Board of Finance or Board of Representatives, the Tenant shall provide the Landlord with Termination Notice within ten (10) days of the date upon which a sufficient appropriation has not been made by the relevant City Board.

(c) Landlord's Termination Option. Prior to the end of each Lease Year, Landlord shall have the right to terminate this Lease effective as of the last day of such Lease Year by providing Tenant prior written notice no later than April 1 of such Lease Year.

3. Rent .

(a) Lease Year. "Lease Year" shall mean consecutive 12-month periods during the Term, provided that the first Lease Year shall commence on the Commencement Date and end as of June 30, 2018.

(b) Rent. Commencing on the Commencement Date, Tenant shall pay to Landlord rent for the Premises (the "Premises Rent") and separate rent for the Additional Premises (the "Additional Premises Rent", and together with the Premises Rent, the "Base Rent") specified below, without demand and without setoff or deductions of any kind. Premises Rent shall be paid in advance on a quarterly basis commencing on October 1, 2017 and continuing on the first

day of each fiscal quarter during the Term (i.e. January 1, April 1 and July 1) at the address of Landlord stated above or such other place as Landlord may designate in writing from time to time, with payment in advance of appropriate fractions of a quarterly payment for any portion of a quarter at the commencement, expiration or prior termination of the Term. Every amount payable by Tenant hereunder in addition to Base Rent shall be deemed "**Additional Rent.**" Base Rent and Additional Rent are herein collectively referred to as the "**Rent.**" Additional Premises Rent shall be paid in in advance on the first day of each Summer during the Term.

(c) The annual "**Premises Rent**" shall be as follows:

<u>Lease Years:</u>	<u>Rent PSF:</u>	<u>Rent Per Lease Year:</u>	<u>Quarterly Installments:</u>
1	\$15.00	\$163,275.00	\$40,818.75
2	\$15.38	\$167,356.88	\$41,839.23
3	\$15.76	\$171,540.80	\$42,885.21
4	\$16.15	\$175,829.32	\$43,957.32
5	\$16.56	\$180,225.05	\$45,056.25

(d) The annual "**Additional Premises Rent**" shall be as follows:

<u>Time Period:</u>	<u>Rent PSF:</u>	<u>Summer Installments:</u>
Summer, 2017	\$15.00	\$14,037.50
Summer, 2018	\$15.38	\$14,388.44
Summer, 2019	\$15.76	\$14,748.14
Summer, 2020	\$16.15	\$15,116.86
Summer, 2021	\$16.56	\$15,494.78

It is agreed and understood that the term "Summer" shall mean the last Monday of June to the third Friday of August.

Additionally, in the event that the Lessee wishes to lease the Additional Premises for the entire year, Tenant shall notify Landlord no later than ninety (90) days prior to the end of the preceding Lease Year that it is seeking to use the Additional Premises for the entire Lease Year, and the rates to be charged shall be the square footage rates set forth above and all quarterly payments of Premises Rent shall be adjusted upward accordingly.

(e) "**Taxes**" shall mean all real estate taxes and assessments, special or otherwise levied or assessed upon or with respect to the Entire Premises or leases of portions thereof and ad valorem taxes for personal property used in connection therewith. Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against or in any way related to the Entire Premises, or the leases or rents thereof either by way of

substitution for or in addition to any existing tax on land and buildings or otherwise, such tax, excise and/or assessment shall be deemed a real estate tax for purposes hereunder.

(f) **Net Rent.** Except as specified in this Lease, (i) the Base Rent shall be net to Landlord so that this Lease shall yield, net, to Landlord, the Base Rent specified; and (ii) all operating expenses which may accrue or become due subsequent to the Commencement Date, shall be paid by Tenant, including without limitation all utilities and other services consumed or otherwise utilized at the Entire Premises, but excluding (i) payments under any mortgage granted by Landlord on the Entire Premises from time to time, and (ii) any franchise or general income tax owed by Landlord on the Rent paid by Tenant.

(g) **Payment of Rent and Additional Rent.** All Rent payments and other monies due Landlord hereunder shall be paid to Landlord at the notice address per Section 15 herein, or as may otherwise be directed by Landlord in writing, without setoff, abatement or deduction of any kind.

4. **Permitted Use.**

(a) Anything herein to the contrary notwithstanding, Tenant shall use the Entire Premises solely for public recreational programs for Stamford residents conducted by the Stamford Recreation Services Division, which may include weekday morning pre-school age classes, after school and early evening programs/classes, Saturday morning/early afternoon classes and a summer camp program and the programs listed on Exhibit B to this Lease, and for no other use unless approved in advance in writing by Landlord. The Lessee agrees that it shall not offer any programs other than those listed on Exhibit B without the express written permission of the Lessor. Lessor shall not unreasonably withhold consent to those recreational programs which the Lessee wishes to offer which are similar to those programs listed on Exhibit B.

(b) Tenant shall be permitted to install signage at the entrance to the Property from Shippan Avenue and above the front entrance to the School Building, subject to the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, and subject to compliance with all requirements of state and local law.

(c) Tenant, at its expense, shall comply with all laws, orders and regulations of Federal, State and City authorities and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Entire Premises or the use or occupancy thereof by Tenant, including without limitation the Americans With Disabilities Act and any applicable Federal, State or Town laws, rules or regulations, including without limitation environmental laws, building codes and licenses or permits relating to the permitted use described above (collectively, the "**Legal Requirements**"). If alterations to areas of the Property other than the Entire Premises are required in order to comply with Legal Requirements because of the nature of Tenant's use of the Entire Premises, Tenant's business or alterations made by or on behalf of Tenant within the Entire Premises, then Tenant shall, at its sole cost, make such alterations following Landlord's prior written approval of any such proposed alterations. In the event that Tenant shall fail to commence, and thereafter diligently pursue, the making of such alterations within thirty (30)

days after Tenant's receipt of notice from Landlord specifying the nature thereof, Landlord shall have the option (but no obligation) to make said alterations, and, in such event, Tenant shall, within 30 days after receipt of a bill from Landlord therefor, reimburse Landlord for the necessary and reasonable cost of said alterations. Except as otherwise expressly stated herein, Tenant shall indemnify, defend and hold harmless Landlord, its successors and assigns from and against any claim, liability, cost, damage, expense, response or remedial action costs (including without limitation attorneys' fees, and costs of investigation or audit) relating to any failure of the Entire Premises to comply with any applicable Legal Requirements. The foregoing indemnity shall survive the expiration or termination of this Lease.

(d) Tenant, at its expense, shall comply with all rules, orders, regulations and requirements of the Board of Fire Underwriters or other similar body or authority having jurisdiction and all of Landlord's and Tenant's insurance policies related to the Entire Premises (collectively, the "**Insurance Requirements**") and shall not do or permit anything to be done, in or upon the Entire Premises, or bring or keep anything therein, which is prohibited by any Insurance Requirements, or which would increase the rate of fire insurance applicable to the Entire Premises over that in effect on the date hereof. Tenant shall comply with the Legal Requirements and the Insurance Requirements, whether or not such compliance shall require extraordinary or unforeseen repairs, replacements or additions, and whether or not the Entire Premises currently comply with same.

(e) Tenant shall, at its expense, keep and maintain the Entire Premises in compliance with all local, state and Federal environmental laws, ordinances and regulations, including without limitation §§ 22a-448 through 22a-457 of the Connecticut General Statutes, 42 U.S.C. §9601 *et seq.*, 42 U.S.C. §6901 *et seq.*, 49 U.S.C. §1801 *et seq.*, 15 U.S.C. §2601 *et seq.*, and the regulations promulgated thereunder collectively, the "**Environmental Laws**"). During the Term, Tenant and its officers, agents and employees, shall permit no spills, discharges, or releases of any hazardous, radioactive or polluting substances, including without limitation any oil or petroleum products or any chemical liquids or solids regulated by Environmental Laws (collectively, "**Hazardous Materials**"). Tenant shall indemnify, defend and hold harmless Landlord, its employees, agents, contractors, Affiliates, successors and assigns (collectively, "**Landlord's Representatives**") from and against any claim, liability, cost, damage, expense, response or remedial action costs (including without limitation attorneys' fees, and costs of investigation or audit) relating to: (i) the presence, use, or storage on or under the Entire Premises, or any spill, discharge or release from the Entire Premises, of any Hazardous Material during the Term; and (ii) any failure of the Entire Premises to comply with any applicable Environmental Law, unless such non-compliance results from the conduct of Landlord and/or a prior occupant of the Entire Premises. The foregoing indemnity shall survive the expiration or termination of this Lease.

5. Schedule.

(a) Business Days. The term "Business Days" shall mean all days, except Sundays, Saturdays after 3:00 P.M., and the following holidays: New Year's Day, President's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

(b) Use of the Entire Premises. Except as otherwise specifically provided for herein, Tenant shall have exclusive use of the Premises on Business Days, and Tenant shall have exclusive use of the Additional Premises on Business Days during the Summer. On all days that are not Business Days, Landlord shall be permitted to use the Premises and the Additional Premises to conduct its programs and other parish activities. During all months other than the Summer, Landlord shall have exclusive use of the Additional Premises. During such times that Tenant shall make use of the Premises while Landlord is making use of the Additional Premises, Tenant and Landlord shall reasonably cooperate in the use of the Shared Use Area. Tenant shall not have use of the Entire Premises outside of the Business Days or the Additional Premises outside of the Summer during the foregoing time periods without Landlord's prior consent, and Tenant shall request such consent from Landlord not later than 48 hours prior to Tenant's intended use of the Entire Premises, which consent shall not be unreasonably withheld, conditioned or delayed, except in cases in which Landlord has previously scheduled conflicting uses for the Entire Premises. Tenant shall not be obligated to remove its personal property from the Premises prior to Landlord's use of the Premises. Tenant shall be obligated to remove its personal property from the Additional Premises prior to September 1st of each year during the Term. Prior to the next Business Day following its use of the Premises, Landlord shall remove its personal property from the Premises so as to restore same to the condition in which it existed immediately prior to Landlord's use. Tenant shall not park any vehicles in the Parking Lot overnight or on any days other than Business Days without Landlord's prior written consent.

(c) Anything herein to the contrary notwithstanding, Landlord reserves the right to have its employees and agents enter the Entire Premises at any reasonable time (and at any time in case of emergency) in order to gain access to any utility or to any area in the Entire Premises that contains equipment or systems for the Church Buildings, and in order to effect necessary repairs and replacements. Such agents may bring necessary tools and equipment with them and may store same within the Entire Premises. Landlord shall exercise all access rights to the Entire Premises available under this Lease, in each instance, upon reasonable advance notice to Tenant, in a manner which does not unreasonably interfere with Tenant's use, except in any event in cases of emergency.

6. Safe Environments.

(a) Landlord hereby covenants that it shall:

i. Assist Tenant in complying with the requirements of this Section 6 by scheduling periodic Safe Environment Awareness Training sessions at times and at a location mutually convenient to Landlord and Tenant; and

ii. Assist Tenant in ensuring that all employees and volunteers of Tenant on the Property are in full compliance with the Safe Environment policies of Landlord before being allowed to enter and remain on the Property, which policies include, in part, the following: (i) completion of the Diocese of Bridgeport Office of Safe Environment Awareness Training on child safety and abuse prevention (register for training, complete training, send copies of certificates to Landlord); (ii) providing to Landlord (1) results of a criminal background check acceptable to Landlord in its sole and reasonable discretion, and (2) proof that Lessee, and its

officers, agents and employees have completed a Safe Environment Program acceptable to the Landlord in its sole discretion.

(b) Tenant hereby covenants that it shall, at its sole cost and expense:

i. Cause all of its employees and agents that enter the any of the Entire Premises to participate in the Safe Environment Awareness Training sessions at times and at a location mutually convenient to Landlord and Tenant;

ii. Keep the Entire Premises clear of any people not affiliated with Tenant;

iii. Before allowing any contractor, provider of services or other business invitee hired by Tenant, or any of their respective employees, to enter and remain upon the Property, comply with the provisions of this Section 6 with respect to each such person, and shall monitor each such person to ensure against any improper interaction with Landlord or any invitee of Landlord; and

iv. Ensure that all other persons who are permitted by Tenant to be present upon the Property as guests shall throughout their stay be accompanied by a member of Tenant's staff. Notwithstanding the foregoing, each of the parties to this Lease recognize and acknowledge that the other party and its duly authorized agents, employees, students, teachers, administrators and invitees have certain constitutionally-protected rights and that such rights are acknowledged herein and that it is not the intent of this Lease to infringe on any of these rights.

7. Alterations, Improvements and Repairs.

(a) Except as otherwise provided in this Lease, neither Landlord nor its agents have made any representations or promises with respect to the Entire Premises, including the uses permitted under applicable law or the condition of the Entire Premises, and Tenant agrees to take the Entire Premises "As-Is" in its present and existing condition.

(b) Tenant shall be responsible for the repair and maintenance of the FF&E. In the event that Tenant wishes to dispose of any of the FF&E, Tenant shall make arrangements with Landlord to remove the FF&E at Landlord's expense.

(c) All work on the Property or in the Entire Premises performed by Tenant or Tenant's Representatives shall be completed in a manner and on a schedule, which schedule shall be approved in advance by Landlord, so as not to interfere with Landlord's use of the Entire Premises or the Property, including without limitation, unscheduled or regularly scheduled services, masses, ceremonies or other events. All alterations, improvements or additions made by Landlord or Tenant upon the Entire Premises, except furniture, equipment, or movable partitions installed at the expense of Tenant, shall be the property of Landlord and shall remain and be surrendered with the Entire Premises as a part thereof at the termination of this Lease, without compensation to Tenant.

(d) Anything herein to the contrary notwithstanding, Tenant shall not make any alterations, installations or improvements to the Entire Premises without Landlord's prior written approval of the plans and specifications for same. Tenant shall be responsible for obtaining all

government approvals required in connection with any such alterations. Tenant shall be responsible, at its expense, and with diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with any work by Tenant under this Lease which shall be issued by any authority having or asserting jurisdiction. Landlord does not consent to be liable for any improvements or alterations made to the Entire Premises by Tenant or Tenant's Representatives. Tenant shall defend, indemnify, and save harmless Landlord against any and all mechanics and other liens in connection with Tenant's work, repairs or installations. If any such mechanic's or other lien or charge shall at any time be filed against the Entire Premises, Tenant shall immediately cause the same to be discharged of record, in default of which Landlord may, on thirty (30) days written notice to Tenant, discharge the same, and all costs and expenses, including attorney's fees, incurred by Landlord in procuring such discharge shall be payable by Tenant to Landlord as additional rent upon demand. Landlord shall not be obligated to pay for any materials or labor ordered by Tenant.

(e) Prior to the commencement of any such alterations, Tenant's contractor shall furnish to Landlord a surety bond or indemnity from the Tenant (in form satisfactory to Landlord), and certificate(s) evidencing the issuance of Workmen's Compensation insurance and general contractors' liability insurance, in adequate amounts and insuring both the Tenant and Landlord, and evidence of payment of premiums therefor. Notwithstanding anything contained in this Section 7 to the contrary, no surety bond shall be required for any alteration made by Tenant or Tenant's contractor that is purely decorative in nature and does not require a governmental permit or approval.

(f) Landlord shall be permitted to contract with a representative ("Landlord's Representative") to review plans and to oversee any of Tenant's proposed alterations to the Entire Premises. Additionally, Landlord shall be permitted to delegate to Landlord's Representative any of Landlord's rights and authorities hereunder, including the ability to approve alterations and to access the Entire Premises.

(g) Except as hereinafter provided, Landlord covenants, at its expense, to keep in good order, repair and condition sufficient to prevent any material adverse effect on Tenant's use of the Entire Premises during the Term the parking lot, the parking lot lights and the landscaping on the Property. Landlord shall cause the Parking Lot, and the driveways thereto, to be cleared of snow and ice when necessary to allow safe passage.

(h) Landlord, at its expense, shall repair, maintain in good order and condition and replace, if necessary, (i) the roof, exterior walls (excluding windows of the Entire Premises), structural portions and foundation of the School Building and the Gym, (ii) all parts of the heating, plumbing, electrical and air conditioning systems serving the Entire Premises and (iii) the interior of the Entire Premises. Tenant shall be responsible for any repair or maintenance to any portion of the Property necessitated by the misuse or excess use by, or the negligence or willful act of, Tenant or any of Tenant's Representatives, and if Tenant shall fail to make such repairs within 30 days after notice thereof from Landlord, Tenant shall promptly reimburse Landlord for the costs incurred in effecting such repair or replacement as necessary.

(i) Tenant, at its expense, shall cause the Premises (and the Additional Premises during July and August) to be cleaned periodically, but in no event less frequently than two times

per week and in a manner reasonably acceptable to Landlord. Tenant shall obtain prior approval from Landlord of Tenant's proposed cleaning schedule to ensure that same does not conflict with Landlord's use and operation of the Entire Premises. Tenant shall keep the Entire Premises clean and orderly in accordance with Landlord's standards for the Premises.

8. Utilities and Services.

(a) Utilities and Services. Tenant shall be solely responsible for and promptly pay all charges, including installation and consumption charges, for water, sewer, gas, electricity and any other utility or service used or consumed in or at the School Building or the Gym. In the event any utility is not separately metered, Tenant shall pay its proportionate share of any such utility. Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

(b) Refuse Removal. All refuse shall be kept in the kind of container specified by Landlord and shall be stored and collected in the manner specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

(c) Security. In no event shall Landlord be required to provide any security services to the Property.

(d) Telephone, Internet, Satellite, etc. Tenant shall, at its sole cost and expense, contract directly with telephone, internet, satellite, fiber optic or cable/IP television service providers for any such service that it desires and pay for all related equipment needed in relation to the same.

(e) Interruption of Services. Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption, and Tenant acknowledges that any one (1) or more such services may be suspended by reason of accident, repairs, inspections, alterations or improvements necessary to be made, or causes outside of Landlord's control. Any such interruption or discontinuance of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Entire Premises, or any part thereof, nor render Landlord liable to Tenant for damages by abatement of the Rent or otherwise, nor relieve Tenant from performance of Tenant's obligations under this Lease. Landlord shall, however, exercise reasonable diligence to promptly restore any service so interrupted.

9. Insurance.

(a) Tenant shall, at its expense, secure and maintain general liability insurance written on a so-called "comprehensive" general liability form with combined single limit coverage (for personal injury, property damage or death arising out of any one (1) occurrence) of at least \$5,000,000 (\$10,000,000 in the aggregate), naming Landlord, the Bridgeport Roman Catholic Diocesan Corporation and Landlord's designees as additional insureds under the policy. Tenant shall deliver to Landlord duplicate certificates of such insurance prior to the earlier of Tenant performing work in the Entire Premises or Tenant taking occupancy of the Entire Premises, and Tenant shall deliver new certificates promptly on Tenant's receipt thereof. Such certificates shall provide that in the event of termination or material change in coverage,

Landlord shall be given 30 days' advance notice in writing sent by certified mail to the address of Landlord. Tenant shall provide Landlord with copies any notice of termination or material change in coverage promptly upon Tenant. Such insurance shall contain a waiver of the insurer's right of subrogation. Said coverage limit shall be increased if, in Landlord's reasonable judgment, increased limits are required to protect Landlord and Tenant against claims covered thereby, but not more often than once per year. If Tenant shall voluntarily carry any liability insurance in an amount greater than required hereunder, such insurance shall comply with the requirements of this Section.

(b) Tenant shall maintain (i) all-risk casualty insurance covering the Entire Premises and Tenant's furniture, fixtures, equipment and other personalty within the Entire Premises at full replacement cost; (ii) Workers' Compensation Insurance in accordance with the laws of the State of Connecticut; and (iii) Employer's Liability Insurance with a limit not less than \$1,000,000 Bodily Injury Each Accident; \$1,000,000 Bodily Injury By Disease - Each Person; and \$1,000,000 Bodily Injury to Disease - Policy Limit. For purposes of facilitating Tenant's compliance with the requirements of this subsection (b), Landlord shall provide Tenant with a copy of its most recent Building Detail Report.

(c) All insurance required to be maintained by Tenant pursuant hereto shall be issued by financially responsible insurance companies authorized to do insurance business in the State of Connecticut. Landlord and Tenant hereby waive all rights to recover against each other for any loss or damage covered by any casualty insurance required under this Lease, or otherwise actually carried by each of them. Landlord and Tenant will diligently attempt to cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies and insurance carried in connection with the Entire Premises or the contents of either of them. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant shall look first to the proceeds of their respective insurance policies before proceeding against each other in connection with any claim relating to any matter covered by this Lease.

(d) Any insurance which Tenant is required to carry hereunder may be effected by a policy or policies of blanket insurance, or under so-called "all risk" or "multi-peril" insurance policies, provided that the amount of the total insurance allocated to the Entire Premises shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects any such policy or policies shall comply with the other provisions of this Lease. An increased coverage or "umbrella policy" may be provided and utilized by Tenant to increase the coverage provided by individual or blanket policies in lower amounts provided they comply with the provisions of this Lease.

(e) So long as Tenant is the City of Stamford and Tenant maintains a Standard & Poors rating of BBB+ (or equivalent rating of a comparably recognized rating agency from time to time) for its securitized debt, any insurance required to be maintained by Tenant under this Lease may be maintained by Tenant either under a commercially reasonable plan of self-insurance or from a responsible carrier which specializes in providing such coverage. In such event Tenant shall defend, indemnify and hold harmless Landlord and Landlord's employees, agents and contractors to the same extent as the required insurance, in addition to any indemnification otherwise required of Tenant under this Lease.

10. Casualty and Condemnation.

(a) If the School Building and the Gym shall be partially damaged by fire or other casualty so that the damage can reasonably be repaired by Landlord within 180 days following the date of Landlord's receipt of the insurance proceeds for said fire or casualty, then the damage shall be diligently repaired by and at the expense of Landlord (to the extent of net insurance proceeds received by Landlord for restoration), subject to applicable Legal Requirements and Insurance Requirements, and the Rent until such repairs shall be made shall abate and be apportioned according to the part of the Entire Premises which is tenantable. If Landlord has not substantially completed the restoration or rebuilding of the School Building and/or the Gym, as the case may be, to substantially the same condition as existed prior to such fire or other casualty within 180 days after the receipt of the insurance proceeds for said fire or casualty (subject to delays due to weather, labor shortages or any other events beyond Landlord's control), Tenant shall have the option, which must be exercised, if at all, not later than thirty (30) days following the expiration of said 180-day period, to terminate this Lease, which termination shall be effective as of Tenant's said termination notice.

(b) If the School Building and the Gym is destroyed or rendered wholly untenable by fire or other cause, or if the School Building and the Gym shall be so damaged that it cannot reasonably be repaired by Landlord within 180 days from the date of Landlord's receipt of the insurance proceeds for said fire or casualty, or if Landlord shall elect not to restore the same but to demolish it or not rebuild it, then in any of such events Landlord may, within 180 days after Landlord's receipt of the insurance proceeds for said fire or casualty, give Tenant a notice in writing of intention to terminate this Lease, and thereupon the Term shall expire, effective the date of the casualty, and Tenant shall vacate the Entire Premises and surrender the same to Landlord within fifteen (15) days after receipt of Landlord's notice. If Landlord does not elect to terminate this Lease, the provisions of subsection (a) shall govern.

(c) Landlord shall not be liable for any damage to, or be required (under any provision of this Lease or otherwise) to repair, restore, or replace any property in the Entire Premises or be liable to Tenant for any damage arising from rain or snow or from the bursting or overflowing of leakage of water, steam or gas pipes or defects in the plumbing, HVAC, mechanical or electrical systems of the School Building and Gym.

(d) If the whole of the Entire Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or if any substantial part thereof or of the School Building or the Gym is so acquired or condemned as to render the Entire Premises untenable, or so that Landlord elects not to restore same but to demolish it, then and in that event, the Term shall cease and terminate from the date of taking, Tenant shall have no claim against Landlord or the condemning authority for the value of the unexpired Term, and rent shall be adjusted and paid to the date of such termination. Tenant shall have the right to claim its moving expenses and the value of its property in the Entire Premises.

11. Assignment and Subleasing. Neither Tenant nor any party claiming under or through Tenant shall assign, mortgage or encumber this Lease, or sublease all or any part of the Entire Premises, or suffer or permit the Entire Premises or any part thereof to be subleased to or used by

others, without the prior written consent of Landlord in each instance, which consent Landlord may withhold in its sole and absolute discretion. The consent by Landlord to an assignment or subletting shall not be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting.

12. **Indemnification.** Subject to **Section 10(c)** hereof, Tenant shall defend, indemnify and hold harmless Landlord, its employees, agents and contractors against and from all liabilities, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Landlord or such other persons by reason of any of the following occurring during the Term or prior thereto when Tenant has been given access to the Entire Premises: (i) any work or thing done in the Premises by or at the request of Tenant or any of Tenant's Representatives ; (ii) any negligence or wrongful act or omission of Tenant or any of Tenant's Representatives; and (iii) any accident, injury, loss or damage to any person or property occurring in the Premises caused by the Tenants' negligent or wrongful act or omission. The foregoing shall not apply to any damage caused by the negligent or wrongful act or omission of the Landlord.

13. **Quiet Enjoyment, Holding Over.**

(a) Upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Entire Premises hereby demised, free from any interference, molestation or acts of Landlord or of anyone claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

(b) If Tenant retains possession of the Entire Premises or any part thereof after the Expiration Date or earlier termination date without the written consent of Landlord, Tenant's occupancy shall be under all of the terms and conditions of this Lease, except that the tenancy shall be at will, terminable by either party on thirty (30) days' written notice; and (ii) Tenant shall indemnify and hold Landlord harmless for all damages sustained and liabilities incurred by Landlord as a result of Tenant's continued occupancy beyond thirty (30) days after Landlord's notice to Tenant under this subsection.

(c) Anything in this Lease to the contrary notwithstanding, if Tenant shall retain possession of part or all of the Entire Premises after the Expiration Date or earlier termination date hereof, then any extension or renewal rights, first offer and first refusal rights, and expansion rights, if any, herein shall terminate.

14. **Default.**

(a) If (i) Tenant defaults in the payment, when due, of any installment of Rent and Tenant fails to remedy such default within fifteen (15) days after notice from Landlord; or (ii) Tenant defaults in fulfilling any material covenant of this Lease and Tenant fails to remedy such default within 30 days after notice by Landlord to Tenant specifying the nature of such default (or if the said default cannot be completely cured or remedied within said 30-day period and Tenant shall not have diligently commenced curing such default within such 30-day period and shall not thereafter diligently remedy or cure such default within 60 days after notice from Landlord), then Landlord may, by notice to Tenant, cancel this Lease, and this Lease and the

Term hereunder shall end and expire as fully and completely as if the date of cancellation were the day herein definitely fixed for the end and expiration of this Lease and the Term hereof. Tenant shall then quit and surrender the Entire Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

(b) If (i) a notice provided for in subsection (a) above shall have been given and the Term shall expire as aforesaid, or (ii) any execution shall be issued against Tenant or any of Tenant's property, whereupon the Entire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, then and in any of such events, Landlord may, without notice, re-enter the Entire Premises, and dispossess Tenant, and the legal representative of Tenant or other occupant of the Entire Premises, by summary proceedings or otherwise, and remove their effects and hold the Entire Premises as if this Lease had not been made. Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end, but Tenant shall remain liable for damages as hereinafter provided.

(c) Without limiting any of Landlord's rights hereunder, if Tenant shall default in the observance or performance of any term or covenant of this Lease, Landlord may, after fifteen (15) days' notice to Tenant to cure the default and failure of Tenant to cure the same within such period, or at any time thereafter without notice in event of emergency, perform the same for the account of Tenant. If Landlord makes any expenditures or incurs any obligations in connection with a default by Tenant, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding against Tenant, such sums paid or obligations incurred, with interest (as provided below) and costs, shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within fifteen (15) days of rendition of any bill or statement to Tenant hereunder.

15. Notice. Any notice, demand, consent, approval, direction, agreement or other communication required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be directed as follows:

If to Landlord: Our Lady Star of the Sea Parish
1200 Shippan Avenue
Stamford, CT 06902
Attn: Father Peter Smolik
e-mail: smol35@hotmail.com

with copies to: Day Pitney LLP
One Canterbury Green
Stamford, Connecticut 06901-2047
Attention: James P. Carlon, Esq.
e-mail: jcarlon@daypitney.com

If to Tenant: City of Stamford
Recreation Services Division
888 Washington Boulevard, 1st Floor
Stamford, CT 06901
Attention: Laurie Albano
e-mail: laurie@stamfordrecreation.com

with a copy to: City of Stamford Office of Legal Affairs
888 Washington Boulevard
P.O. Box 10152
Stamford, CT 06904-2152
Attention: Burt Rosenberg
e-mail: BRosenberg@stamfordct.gov

or to such changed address or e-mail address as a party hereto shall designate to the other parties hereto from time to time in writing. Notices shall be (i) personally delivered (including delivery by Federal Express, United Parcel Service or other comparable nation-wide overnight courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery (or the first business day thereafter if delivered other than on a business day or after 5:00 p.m. New York City time to said offices); (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the third day after the date of deposit in the U.S. Mail; or (iii) sent by e-mail for convenience purposes only, and any notice sent by e-mail shall only be deemed to have been sent in accordance with the requirements hereof if and when said notice is also sent in accordance with either clause (i) or clause (ii) above.

16. Deleted by agreement of the parties.

17. No Representations By Landlord.

(a) Landlord and Landlord's agents have made no representations or promises with respect to the Property or the Entire Premises, including the uses permitted under applicable law, except for representations herein expressly set forth.

18. Arbitration.

(a) In the event of any dispute between the parties relating to this Lease, such dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Association"), or its successor, to be held before a single arbitrator in Stamford, CT. If, at any time, neither the Association nor a successor thereto shall exist, Landlord shall reasonably designate an independent organization performing comparable functions, and such organization shall be substituted herein for the Association. The judgment upon the award rendered in any arbitration hereunder shall be final and binding on both parties hereto and may be entered in any court having jurisdiction thereof.

(b) During an arbitration proceeding pursuant to this Article, the parties shall continue to perform and discharge all of their respective Obligations under this Lease.

(c) The person to act as arbitrator hereunder shall have at least ten (10) years' experience in commercial real estate matters and, in particular, the subject matter of the dispute (e.g., a real estate appraiser for valuation questions).

(d) When resolving any matter, the arbitrator shall apply the pertinent provisions of this Lease without departure therefrom in any respect. The arbitrator shall not have the power to change any of the provisions of this Lease, but this Section shall not prevent, in any appropriate case, the interpretation, construction and determination by the arbitrator of the applicable provisions of this Lease to the extent necessary in applying the same to the matters to be determined by arbitration.

19. Miscellaneous.

(a) This Lease is and shall be subject and subordinate to (i) any and all mortgages now or hereafter affecting the fee title of the Property, and to any and all present and future extensions, modifications, renewals, replacements and amendments thereof; and (ii) any and all ground leases now or hereafter affecting the Property or any part thereof and to any and all extensions, modifications, renewals, replacements and amendments thereof. Tenant will execute and deliver promptly to Landlord any reasonable certificate or instrument which Landlord, from time to time, may request for confirmation of the provisions of this Section.

(b) The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and, except as otherwise provided in this Lease, their assigns.

(c) Each party hereto represents that it has not contracted with any realtor, broker or agent in connection with the negotiation of this Lease, and each party hereto shall pay and hold harmless the other from any cost, expense or liability (including costs of suit and attorneys' fees) arising from a misrepresentation or omission of fact with respect to the foregoing.

(d) Each covenant and agreement in this Lease shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from Tenant's obligations to perform every covenant and agreement of this Lease to be performed by Tenant. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. The use of the term "herein" shall mean "in this Lease" unless the context clearly indicates otherwise.

(e) This Lease shall be governed in all respects by the laws of the State of Connecticut.

(f) This Lease contains the entire agreement between the parties and all representations relating to this tenancy or to the Entire Premises are included herein. This Lease also supersedes any and all prior agreements and understandings between the parties and alone expresses the agreements of the parties. Tenant shall look solely to the estate and interest of

Landlord, its successors and assigns, in the Property for the collection of a judgment in the event of a default by Landlord hereunder, and no other property or assets of Landlord or any officer, director or partner of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

(g) The failure of either party to insist in any one (1) or more instances upon the strict performance of any one (1) or more of the agreements, terms, covenants, conditions or obligations of this Lease, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one (1) or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission, whether of a similar nature or otherwise.

(h) If either party is unable to or is prevented or delayed from performing any act on its part to be performed hereunder, except for Tenant's covenant to pay Rent, by reason of strike or labor troubles, or any other condition beyond such party's reasonable control, including without limitation governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or subdivision of any governmental agency, or by reason of conditions of supply and demand which have been or are affected by war or other emergency, such party's time to perform any act under the terms of this Lease shall be extended until such condition which prevented or delayed such party from performing its covenants has terminated.

(i) Each party shall, at any time and from time to time at the request of the other party upon not less than ten (10) days' notice, execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect, as modified, and stating the modifications), certifying the date to which the fixed minimum rent and additional rents have been paid, and stating whether or not, to the knowledge of the party executing such statement, the other party is in default in performance of any of its obligations under this Lease, and if so, specifying each such default of which the party executing such statement may have knowledge, it being intended that any such statement delivered pursuant thereto may be relied upon by others with whom the party requesting such certificate may be dealing.

(j) Each of the parties hereto warrants and represents that it has full right and authority to enter into, execute and perform its obligations under this Lease, and that, to its knowledge, there are not restrictive covenants, zoning ordinances or other prohibitions which adversely affect Tenant's rights under this Lease.

(k) Except to the extent required by law or legal process, the existence and contents of this Lease shall not be disclosed to third parties other than the agents, attorneys, advisors and contractors of each party without the consent of both parties, and no advertisement or other publicity concerning the transaction shall be made or disseminated by either party without the consent of the other.

(l) Time shall be of the essence with respect to all timeframes under this Lease.

(m) This Lease may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same Agreement.

20. City Board Approvals; Nonappropriation. This Lease shall be contingent upon the approval of the City of Stamford Planning Board, Board of Finance, and Board of Representatives. In the event that the City's Board of Finance or Board of Representatives fails to appropriate sufficient funds to pay the City's obligations pursuant to this Lease, this Lease shall terminate on July 1 of the Fiscal Year for which such insufficient appropriation was not made, and the City shall have no obligation to make any additional payments to the Landlord for any period subsequent to that July 1.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Lease on the date and year first above written.

LANDLORD:

OUR LADY STAR OF THE SEA CORPORATION

By: Frank Caggiano
Name: Most Reverend Frank J. Caggiano
Title: President

TENANT:

THE CITY OF STAMFORD

By: _____
Name: David R. Martin
Title: Mayor

Approved as to Form:

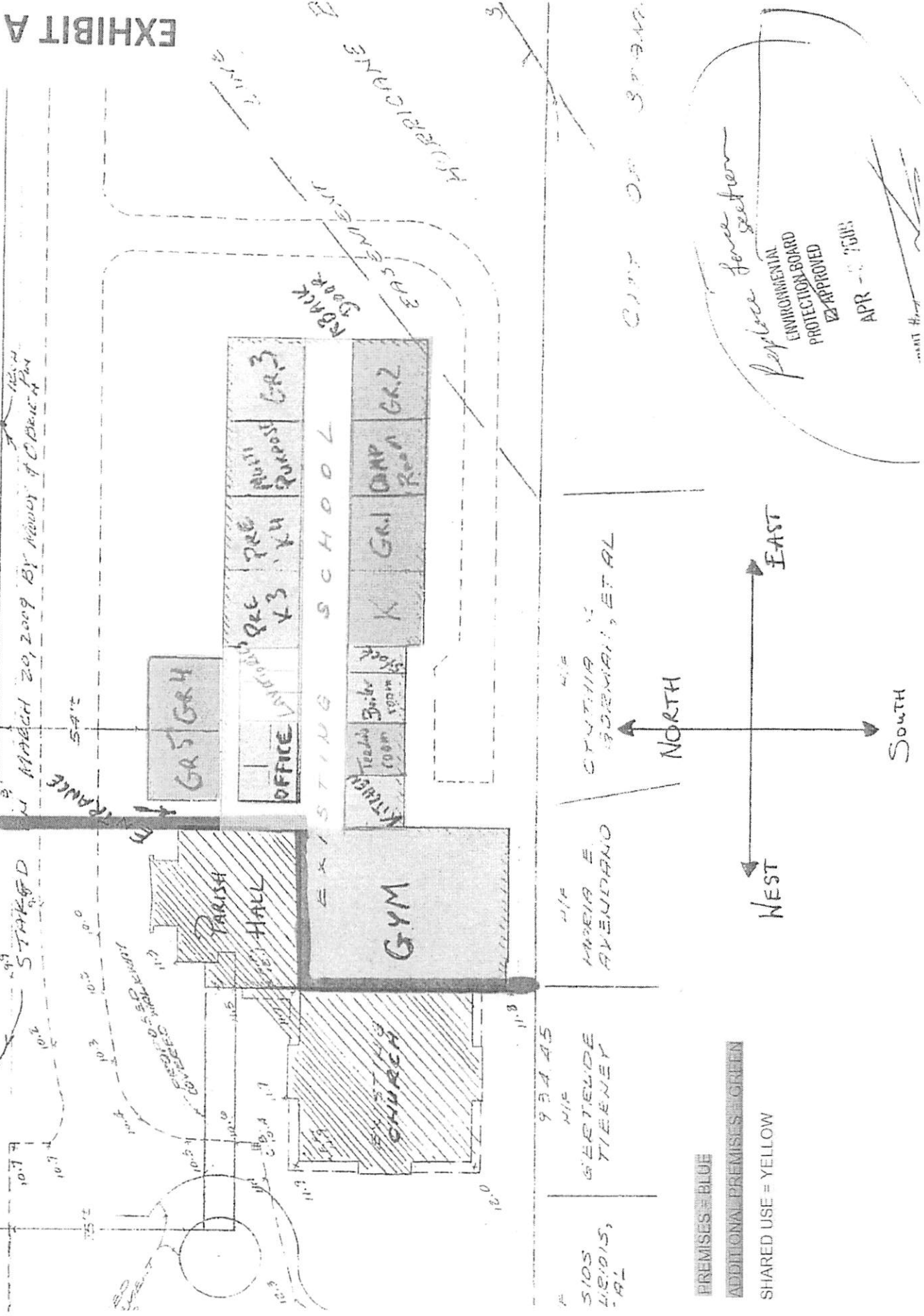
By: Burt Rosenberg
Burt Rosenberg
Asst. Corporation Counsel

Exhibit A

Map of the Property

[see attached]

EXHIBIT A



KWILL
WILL
MAY
PETH
BET
MAY

ETAL

W MARCH 20, 2009 BY MARY T. C. P. ETAL

112197

STAKED

BACK STOP

EXISTING SCHOOL

GYM

CHURCH

KITCEN

Storage

Trash 100m

Bike room

Y8

Y7

Y6

Y5

Y4

Y3

Y2

GR2

CRYSTIA N. BOERMAN, ETAL

MIRA E. AVENDANO

GERTIE DE TIERNEY

SIOBAN LINDIS, ETAL

NORTH

EAST

WEST

SOUTH

PREMISES = BLUE

ADDITIONAL PREMISES = GREEN

SHARED USE = YELLOW

Employee Force Section
ENVIRONMENTAL PROTECTION BOARD APPROVED
APR - 2009

Exhibit B

Permitted Programs

**Music Lessons
Gym/Sports Classes
December Vacation Camp
April Vacation Camp
Tiny Tots Camp
New Day Camp
Tae Kwon Do after school and summer
Kids Cooking Classes
Kids Art Classes
Summer Music Classes
Halloween Event
Egg Hunt or Easter breakfast w/Bunny
Birthday Parties
Preschool Programs
Paint Draw More
Chess Wizards
Indoor Tennis
Soccer Tykes
Art Camp
Kids Gymnastics
Adult Cooking
Adult Martial Arts
Kids After School Club
Teen Nights (13, 14, 15 yr. olds)
Summer Camp AM/PM Care
Holiday Programs (Crafts)
Movie Nights
Senior Citizen Pickle Ball**