

PURCHASE AND SALES AGREEMENT

AGREEMENT made as of the 25th day of July 2017, between **THE CITY OF STAMFORD**, 888 Washington Boulevard, Stamford, Connecticut 06901 (hereinafter referred to as the **SELLER**), and **PACIFIC STREET FIREHOUSE LLC**, a limited liability company organizing and existing under the laws of the State of Connecticut with an office at 1 Elmcroft Road, Suite 500, Stamford, Connecticut 06902, by Carl R. Kuehner, its Authorized Signatory (hereinafter referred to as the **BUYER**).

WHEREAS, **SELLER** issued Request for Proposals No. 630 for the Disposition of Property and Buildings at South End Fire Station #2, Exhibit A attached hereto and made a part hereof; and

WHEREAS, **BUYER** submitted a Proposal to purchase the property and buildings at South End Fire Station #2, hereinafter referred to as "the Premises", Exhibit B attached hereto and made a part hereof; and

WHEREAS, subsequent to **SELLER**'s issuance of Request for Proposals No. 630 and **BUYER**'S submission of a Proposal to purchase the property and buildings at South End Fire Station #2, the parties discovered that environmental remediation may be required on the Premises attributable to three underground storage tanks that were removed from the Premises in and/or prior to 2006; and

WHEREAS, the parties wish to set forth the terms and conditions of the purchase and sale of said Premises;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PROPERTY.** The **SELLER**, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the **BUYER** hereby agrees to purchase the real property commonly known as 670 Pacific Street, Stamford, Connecticut, and specifically described in Exhibit B attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(d) and Exhibit B (legal description and exceptions, if any) attached hereto. The **BUYER** acknowledges that the Premises are sold in "AS IS" condition, subject to Paragraph 33 below.

The following procedure shall be followed with respect to the sale of the property:

a. The **BUYER** shall execute this Purchase and Sales Agreement.

b. Upon the **BUYER**'s execution of the Agreement, the **BUYER** shall deliver to First American Title Insurance Company, 600 Summer Street, Stamford, Connecticut 06901 Attention: Polly Davis, Senior Underwriting Counsel (the "Escrow Agent"), twenty thousand dollars (\$20,000.00) as a deposit.

c. The SELLER shall seek to obtain the approval of the Agreement by its Planning Board, Board of Finance and Board of Representatives, as required by Section 9-6 of the City of Stamford Code of Ordinances.

d. Subsequent to obtaining such approvals, the SELLER's Mayor shall execute this Agreement. If SELLER shall fail to obtain the approvals contemplated in Subparagraph 1(c) by the date one (1) year following the date hereof or if SELLER's Mayor shall fail to execute this Agreement within thirty (30) days of the approval of the Agreement by the Board of Representatives, then BUYER may at any time thereafter (but prior to the Closing Date) upon notice to SELLER terminate this Agreement without penalty and receive the deposit from the Escrow Agent, and upon such termination and receipt of the deposit neither SELLER nor BUYER shall have any further rights or obligations hereunder.

e. Within thirty (30) days of the date upon which the BUYER has obtained all Required Approvals (as defined in Subparagraph 31(d) hereof), a Closing shall take place and the BUYER shall tender one-hundred eighty thousand dollars (\$180,000.00), the balance of the consideration set forth in Paragraphs 2 and 33 below. Upon closing, SELLER shall place the total consideration, two hundred thousand dollars (\$200,000.00), in escrow with the Escrow Agent ("Escrow Funds"), as set forth more fully in Paragraph 33 below and in Exhibit C attached hereto and made a part hereof (the "Escrow Agreement").

f. The BUYER shall draw down on the Escrow Funds for the environmental remediation of the Premises, in the manner set forth more fully in the Escrow Agreement.

g. After the environmental remediation, as set forth in Paragraph 33 below, is completed or three (3) years subsequent to the date of closing, whichever date first occurs, all remaining Escrow Funds, if any, which are not subject to a then-pending requisition from BUYER shall be paid by the Escrow Agent to the SELLER pursuant to the terms and conditions set forth in the Escrow Agreement.

h. The SELLER's liability for any costs incurred by the BUYER pursuant to this Agreement shall not exceed the amount placed in the Escrow Funds.

By executing this Agreement, the BUYER releases the SELLER, and its officers, agents and employees, from any and all claims, causes, actions and demands it has or may have under the Connecticut Transfer Act, CGS Sections 22a-134 et seq., and all other federal and State statutes, regulations, and common law rights, whether in contract or tort.

2. CONSIDERATION. The purchase price is **Two Hundred Thousand Dollars (\$200,000.00)** which the BUYER agrees to pay as follows and in the manner set forth in Paragraph 1 above and Paragraph 33 below:

(a) As a deposit to be delivered to the Escrow Agent upon execution of this Agreement by the Buyer;	\$ 20,000.00
(b) Upon the delivery of the deed, by wire transfer, certified check or official bank check, the proceeds of which are immediately available to Escrow Agent at a local bank;	\$ 180,000.00
TOTAL	\$ 200,000.00

Any deposit made hereunder shall be paid to the Escrow Agent who shall hold the same subject to the terms and conditions hereof and release same in accordance with the Escrow Agreement if a Closing occurs or to the party entitled thereto upon sooner termination of this Agreement.

Mortgage company checks or similar holding company checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT acceptable funds for any payment required under Paragraph 2(b) of this Agreement. In the event SELLER or its attorney accepts BUYER's attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

3. DEED. The SELLER, upon the Escrow Agent's receipt of the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut form Quitclaim Deed in proper form, to convey to the BUYER the fee simple of the Premises, free of all encumbrances except as hereinafter provided. The SELLER shall thereupon deliver to the BUYER the conveyance tax forms.

4. CLOSING. The deed shall be delivered at the offices of CITY OF STAMFORD Department of Legal Affairs, 888 Washington Boulevard, Stamford, Connecticut, or at such place in Fairfield County, Connecticut, as may be designated by the Escrow Agent, no later than thirty (30) days after the issuance of the last Required Approval as provided in Paragraph 31 below, subject to either party's right to terminate this Agreement pursuant to Paragraph 31.

5. FIXTURES. Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Premises at the time of BUYER'S inspection: heating, cooling, electrical and plumbing systems and fixtures, and electric light fixtures. Notwithstanding the foregoing, SELLER makes no representations and provides warranties concerning the condition of any fixtures, systems, equipment, and appliances.

6. TITLE. (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Exhibit B and Paragraph 6(d) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER may elect to accept such title as the SELLER can convey, without modification of the purchase price, or may reject such title. Upon such rejection, this Agreement shall terminate, SELLER shall return the deposit to BUYER, and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Exhibit B and Paragraph 6(e) hereof, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in or encumbrances against the title which come within the scope of said Title Standards shall not constitute valid objections on the part of the BUYER, if such Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut.

(c) The BUYER acknowledges that it is acquiring the Premises in "as is" condition, and that any remediation to bring the Premises up to federal, state and local building codes, rules, and regulations are the sole responsibility of the BUYER subject to Paragraph 33 below. SELLER makes no representations as to whether the Premises conform to any governmental rules, codes, permits, regulations or limitations. SELLER represents that there are no violations of any restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon. Further, BUYER acknowledges that there has been further deterioration of the Premises due to the elements subsequent to the issuance of Exhibit A. BUYER acknowledges that SELLER is not responsible for such deterioration or any additional deterioration occurring from the date of execution of this Agreement to the date of Closing.

(d) The Premises shall be conveyed to and accepted by the BUYER subject to:

(i) Subject to the provisions of Paragraph 31 below, any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date of Closing be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable as determined under Paragraph 6(b) hereof (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Any municipal assessment other than taxes (such as for sewers and the like) which may on or after the date of Closing be assessed, levied against or become a lien on the Premises shall be assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Exhibit B, if any.

7. Deleted by agreement of the parties.

8 CONDITION OF PREMISES [THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES]. The BUYER agrees that it has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present condition, subject to the provisions of Paragraphs 11, 32 and 33 hereof. SELLER makes no representations as to the condition of appliances and systems on the Premises (including the furnace, heating and air conditioning systems and any appliances included in the sale). Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date hereof, subject to the provisions of Paragraphs 11 and 13 hereof.

9. BROKER(S). The parties agree that no real estate brokers negotiated the sale of the Premises and that no real estate commissions shall be due to any party. The BUYER hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

10. APPORTIONMENT. Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located based upon a 365 day year and the actual number of days in the month in which the closing occurs. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding paragraph shall survive the closing.

11. RISK OF LOSS. The risk of loss or damage by fire, weather conditions, or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of the deed, SELLER shall continue to carry its existing fire and extended coverage insurance on the buildings on the Premises. In the event that such loss or damage does occur prior to the delivery of the deed, the SELLER shall have no obligation to make any repairs of the Premises.

12. AFFIDAVITS. SELLER agrees to execute, at the time of closing of title, an affidavit, (a) verifying the non-existence of mechanics' and materialmen's lien rights, (b) verifying the non-existence of any tenants' rights, other than as set forth herein, (c) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, (d) updating to the extent of SELLER's knowledge, any available survey, and (e) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge.

13. MAINTENANCE. SELLER shall have no obligation to maintain the Premises between the date of BUYER's signing hereof and the closing of title.

14. DELIVERY OF PREMISES. SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), and shall deliver all keys (and alarm codes, if applicable) in SELLER's possession to BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

15. DEFAULT. If BUYER is in default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance:

costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. In no event shall the closing, or any extension thereof, take place later than three (3) weeks from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraph 6. In the event closing has not taken place by the end of said three (3) week period, through no fault of the non-delaying party, the delaying party shall be deemed in default. If SELLER defaults hereunder, BUYER shall have such remedies as Buyer shall be entitled to at law or in equity, including, but not limited to, specific performance.

The foregoing notwithstanding, a delay in the closing through no fault of BUYER which results in either the loss of BUYER's mortgage commitment or an adverse change in the terms of such commitment shall entitle BUYER to rescind this contract and SELLER shall forthwith refund all sums heretofore paid by BUYER on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this agreement shall be at an end.

16. MORTGAGE CONTINGENCY. This Agreement shall not be contingent upon BUYER obtaining a written commitment for a loan from a lending institution or licensed mortgage broker.

17. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises and the systems on the Premises.

18. NOTICES. All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

Kathryn Emmett, Director of Legal Affairs
Law Department
City of Stamford
888 Washington Blvd.
Stamford, CT 06901

Notices to the BUYER shall be sent to:

David Fite Waters, Esq.
General Counsel

Pacific Street Firehouse LLC
PO Box 110295
Stamford, CT 06902-0295

19. ASSIGNMENT. This Agreement and BUYER'S rights hereunder may not be assigned by BUYER other than to any entity controlled by or under the same control as PACIFIC STREET FIREHOUSE LLC without SELLER's written consent and any purported assignment other than to such affiliated entity without such written consent shall be void and of no effect.

20. IRS REPORTING COMPLIANCE. Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

21. ACCEPTANCE OF DEED. The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

22. REPRESENTATIONS. Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement or any addenda attached hereto shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief. Further, said representations shall be as true and accurate at the time of closing as they were as of the date hereof. Except in the event of an intentional misrepresentation, if BUYER discovers any representation to be untrue or inaccurate, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title.

23. EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

24. Deleted by agreement of the parties.

25. GENDER. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

27. ENTIRE AGREEMENT. All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party

relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

28. CAPTIONS. The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

29. APPROVAL BY CITY BOARDS AND MAYOR. Pursuant to Section 9-6 of the City of Stamford's Code of Ordinance, this Agreement is contingent upon the approval of the Planning Board, the Board of Finance, the Board of Representatives and the Mayor.

30. POLICE SUBSTATION. As required by Exhibit A, BUYER shall construct and maintain a Police Substation on the first or second floor of the Premises. The Police Substation shall be no smaller than one hundred fifty (150) square feet; shall have a private entrance from the exterior; shall have its own restroom or unlimited access to the building's restroom; and shall provide for all such separate utility connections as are reasonably required by the City of Stamford. There shall be no rent charged; however, SELLER shall pay its proportionate share of utilities and operating expenses. Upon request of SELLER, BUYER shall present SELLER with an accounting of the cost of utilities and operating expenses for the Premises, with all supporting documentation.

The space for the police substation shall be leased to the City for a term of ten (10) years, commencing no later than ninety (90) days after the issuance of a Certificate of Occupancy for the Premises. At the end of said ten (10) year term, at the sole discretion of BUYER, its successors and assigns, the parties may negotiate the terms and conditions of a new lease or BUYER may require the City to vacate the Premises.

This provision shall survive the Closing.

31. COMPLIANCE WITH ZONING REGULATIONS RE HISTORIC DISTRICT.

A. BUYER acknowledges that the Premises are located in a National Historic District, as stated in Exhibit A. As such, the following requirements of the City's Zoning Regulations are applicable and BUYER agrees that it shall preserve and restore the Premises in the manner required by the Zoning Board. BUYER shall fully comply with all such requirements as may be reasonably imposed by the Zoning Board of the City of Stamford, consistent with the Code of Ordinances of the City of Stamford and Zoning Board Regulations, subject to the provisions of Subparagraph B below:

- i. Section 7.3 of the Zoning Regulations of the City of Stamford, entitled "Special Exception Uses for Historic Buildings";

- ii. The submission to the Zoning Board, pursuant to Section 7.2, of an Application for Special Exception and Site Plan Approval for the review and approval of the Zoning Board pursuant to the criteria set forth in Sections 19, 3.2 and 7.3 of the Zoning Regulations. The Application contents shall satisfy the requirements of Section 7.2 of the Zoning Regulations and shall contain such other information deemed necessary by the Zoning Board;
 - iii. Pursuant to Section 7.3.D.4. of the Zoning Regulations of the City of Stamford, entitled "Historic Preservation", the following requirements shall apply: The Zoning Board, in consultation with the Stamford Historic Preservation Advisory Committee, shall determine that the exterior of all proposed alterations and additions affecting the historic building and all site work shall conform to the Secretary of the Interior's standards for rehabilitation, published by the Office of Archeology and Historic Preservation, Heritage Conservation and Recreation Service, Washington, D.C. A suitable historic conservation easement shall be recorded to ensure the continued maintenance of any such historic properties in accordance with these standards, as may be subsequently modified.
- B. BUYER's obligations under this Agreement are contingent upon BUYER obtaining final approvals, (i.e., not appealed or subject to appeal, following expiration of all applicable appeal periods or, if any such appeal is taken, following the withdrawal thereof with prejudice or a final determination in the BUYER's favor) from all state, federal or municipal agencies required in order to obtain building permits for the construction, maintenance and use of all improvements and intended uses of the Premises, which approvals shall be in form and substance reasonably satisfactory to BUYER in all respects (said final approvals are herein referred to as the "Required Approvals"). SELLER acknowledges and agrees (1) that any condition or additional requirement imposed by the Zoning Board in accordance with Paragraph 32 shall be subject to BUYER's reasonable satisfaction as a Required Approval, and (2) BUYER reserves the right to determine that any condition or additional requirement imposed by the Zoning Board to repair or restore the Premises may reasonably be unacceptable to BUYER. In connection with the Required Approvals, if the signature of the owner of the Premises is required in order for BUYER to submit a development application for a Required Approval, then SELLER agrees to promptly sign such development application in its capacity as owner of the Premises. In the event that BUYER does not receive any such Required Approval, within (30) days following the expiration of the appeal period of such final decision of the City or other governmental body to which BUYER takes exception, BUYER may terminate this Agreement upon written notice to SELLER. If an appeal is taken, BUYER shall have the right to either defend the appeal or terminate this Agreement upon written notice to SELLER. BUYER reserves the right to take an appeal of any approval or denial and to prosecute such appeal to its conclusion. During the pendency of such appeal, this Agreement shall remain in full force and effect. If the appeal is not resolved favorably to BUYER, BUYER may terminate this Agreement upon written notice to SELLER, within thirty (30) days of the date of the final decision on the appeal.

In the event that the Zoning Board does not require BUYER to apply for a Special Exception Use as set forth in Section 7.3 of the Zoning Regulations of the City of Stamford, SELLER shall have the right to terminate this Agreement upon written notice to BUYER. In the event that the Zoning Board requires BUYER to apply for such Special Exception Use and BUYER fails to so apply, SELLER shall have the right to terminate this Agreement upon written notice to BUYER. In either case, SELLER shall return BUYER's Deposit within fifteen (15) days of termination, without interest, and SELLER shall have no further obligations pursuant to this Agreement and shall not be liable for any funds expended by BUYER relating to this Agreement, including but not limited to any improvements upon the Premises, which shall become and remain the property of SELLER.

32. REVIEW BY CITY OF STAMFORD HISTORIC PRESERVATION ADVISORY COMMITTEE ("HPAC")

Pursuant to Section 27-1 et seq. of the City of Stamford Code of Ordinances, BUYER acknowledges that HPAC shall review BUYER's applications to City Land Use boards, commissions and departments. BUYER further acknowledges that HPAC may provide its advice to such boards, commissions and departments regarding BUYER's proposed development of the Premises, which may result in the imposition of additional requirements regarding the development of the Premises binding upon BUYER.

33. ENVIRONMENTAL REMEDIATION OF SITE OF REMOVED UNDERGROUND STORAGE TANKS.

a. The parties acknowledge that there were formerly three underground storage tanks ["UST's"] on the Premises which were removed from the Premises in and/or prior to 2006. Therefore, it is agreed that subsequent to the Closing, SELLER shall remit the entire Purchase Price of Two Hundred Thousand Dollars (\$200,000.00) to the Escrow Agent for the purpose of making payments for the environmental remediation of the Premises in accordance with the Escrow Agreement.

As set forth in the Escrow Agreement, within three (3) years of the date of the Closing or within sixty (60) days of the date upon which BUYER notifies the Escrow Agent that such environmental remediation work has concluded, whichever first occurs, the Escrow Agent shall tender to SELLER all Escrow Funds which remain after all invoices for such work have been paid by the Escrow Agent. The parties agree that such environmental remediation work shall be concluded, or deemed concluded due to the passage of time, no later than three (3) years subsequent to the date of the Closing. In the event that BUYER is unable to complete remediation of the Premises within three (3) years, it may request an extension of time from SELLER for good cause shown, which request shall not be unreasonably denied by SELLER.

It is expressly agreed and understood that the extent of SELLER's liability to reimburse BUYER for the environmental remediation of the Premises is limited to the amount of the Escrow Funds. SELLER shall not have any liability for any other environmental remediation required on the premises, or for any other costs BUYER incurs subsequent to Closing. SELLER makes no representations as to whether the Premises conform to any governmental rules, codes, permits, regulations or limitations, with regard to environmental conditions of the Premises or any other matter.

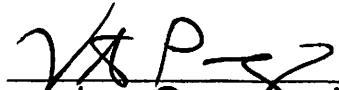
This provision shall survive the Closing.

[Signature page follows.]

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

In the Presence of:

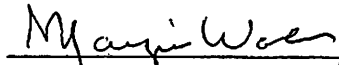
CITY OF STAMFORD



V.A. Pankosky

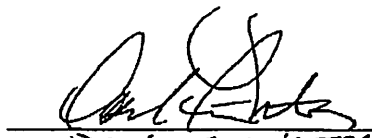


David R. Martin
Mayor

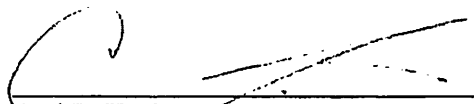


M.A. WOLBARST

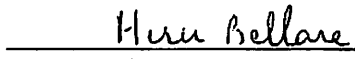
PACIFIC STREET FIREHOUSE LLC



DAVID FIRE WATERS



Carl R. Kuchner
Authorized Signatory




HIRU BELLARA

Tax ID# 61-1813315

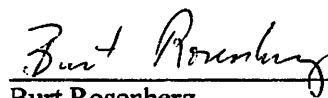
Acknowledged and agreed to for purposes of performing the obligations of Escrow Agent hereunder.

FIRST AMERICAN TITLE INSURANCE COMPANY



Polly D. Davis
Senior Underwriting Counsel

Approved as to Form:



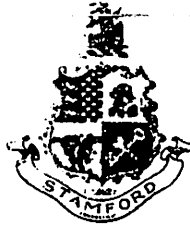
Burt Rosenberg
Asst. Corporation Counsel

EXHIBIT A

**REQUEST FOR PROPOSALS NO. 630 FOR THE DISPOSITION OF PROPERTY AND
BUILDINGS AT SOUTH END FIRE STATION #2**

[See attached.]

**MAYOR
MICHAEL A. PAVIA**



**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
FAX: (203) 977-5253
Email: baveni@ci.stamford.ct.us**

**CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901-2152**

**REQUEST FOR PROPOSALS No. 630
DISPOSITION OF PROPERTY AND BUILDING
AT THE
SOUTH END FIRE STATION #2**

PROPOSALS DUE: JANUARY 9, 2014 @ 4:00 P.M.

**SUBMIT TO: CITY OF STAMFORD
888 WASHINGTON BOULEVARD
STAMFORD, CT 06904-2152**

**ATTENTION: BEVERLY A. AVENI AT
(203) 977-4107 OR
baveni@ci.stamford.ct.us**

**MANDATORY PRE-PROPOSAL
WALK THROUGH: DECEMBER 3, 2013 @ NOON, AT
THE OLD SOUTH END FIRE STATION
#2, 670 PACIFIC STREET. ATTENDEES
ARE STRONGLY URGED TO BE
EQUIPPED WITH BOOTS, HARD HATS
AND FLASHLIGHTS FOR THE WALK
THROUGH**

NUMBER OF COPIES REQUIRED: 8

**Date Issued: 11/26/2013
(REV: 10-7-13)**

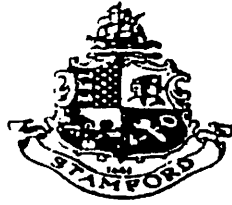


CITY OF STAMFORD, CONNECTICUT

IMPORTANT

Caution : The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. **IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.**
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Requests for Bid", "Requests for Proposal" or "Request for Qualification".
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.



CITY OF STAMFORD, CONNECTICUT

NOTE

- 1. EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPARTMENT IS REQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, IF APPLICABLE.**

Effective: 1/2/09

Non-Collusion Certification – RFP/RFQ

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

EFFECTIVE: 12/8/05

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.

2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.

3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ :
COUNTY OF _____ : S.S.: Date: _____

Personally appeared _____, as _____
of the above named firm, and attested that the foregoing statements are true and
accurate to the best of his/her knowledge and belief.

Notary Public
My Commission Expires: _____

EFFECTIVE: 12/8/05

MAYOR
MICHAEL A. PAVIA



CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 7/15/13)

ACTING PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
FAX: (203) 977-5253
Email: baveni@ci.stamford.ct.us

EQUAL EMPLOYMENT OPPORTUNITY

1. Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(c) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

**MAYOR
MICHAEL A. PAVIA**



**CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 7/15/13)**

**ACTING PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
FAX: (203) 977-5253
Email: baveni@ci.stamford.ct.us**

GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Contractor fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Contractor's breach of this Agreement.

4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Contractors and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Contractor's obligation to indemnify the City, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the City and continues at all times thereafter.

The Contractor shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Contractor's performance of this Agreement.

6. ASSIGNMENT. The Contractor shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Contractor shall provide and pay for such insurance as is set forth in Exhibit A - Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

9. REPRESENTATION. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

11. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

12. SUBCONTRACTING. The Contractor is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in

violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Contractor agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at www.municode.com

14. COMPLIANCE WITH CITY CODE PROVISIONS. The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at www.municode.com

15. TERMINATION. A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.
Signed, sealed and delivered
in the presence of:

CITY OF STAMFORD

Beverly A. Aveni
Acting Purchasing Agent.

Date: _____

By _____
Michael A. Pavia
Mayor

Date: _____

THE CONTRACTOR

Witness

By _____
Date: _____

Approved as to Form:

Approved as to Insurance:

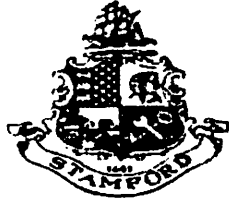
B. Rosenberg
Asst. Corp. Counsel

Date: _____

A. M. Mones
Risk Manager

Date: _____

REVISED: 7/15/13



THE CITY OF STAMFORD

**REQUEST FOR PROPOSALS
FOR**

RFP No. 630

**DISPOSITION OF PROPERTY AND BUILDING
AT
SOUTH END FIRE STATION #2**

**CITY OF STAMFORD
ENGINEERING BUREAU
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901**

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

The City of Stamford, Connecticut is seeking competitive proposals for the disposition of the property and building now presently known as the Old South End Fire Station #2, located at 670 Pacific Street, Stamford, Connecticut. All terms and conditions for the purchase of this property will be in conformance with Section C1-50-3 of the City of Stamford Charter, entitled Disposition of Real Estate. The property lies in Block #85 of the Stamford Land Records and is in an R-MF Zone. The entire South End is a National Historic District, and this is considered a contributing building in the District.

The City will entertain and evaluate proposals for the outright purchase of the building and property. Information related to the current assessed value of this property can be obtained from the City Assessor.

Applicants are hereby notified that the existing South End Fire Station #2, at 670 Pacific Street, along with associated property, are being offered in "as is" condition and that any remediation of all work required to bring the building up to Federal, State and/or Local Building Codes, including any environmental issues, and to obtain the required Certificate of Occupancy, will be the responsibility of the successful proposer.

1.2 ISSUING OFFICE

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the Office of Operations.

1.3 INQUIRIES

All inquiries regarding this RFP must be in writing and must be post marked, delivered, or emailed prior to Tuesday, December 10, 2013, and be addressed to:

Nancy Ormsby-Flynn, RA
Engineering Bureau
City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06901
Tel 203-977-4637
Normsby-flynn@ci.stamford.ct.us

Responses to all written inquiries will be furnished in the form of an Addendum following the closing date listed herein.

1.4 INCURRING COST

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

1.5 REJECTION OF PROPOSALS

The City of Stamford reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any proposer, even if all requirements in this RFP are met, nor limits its rights to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any one for any reason.

1.6 ADDENDA TO RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

1.7 PERTINENT DATES

Each proposer must submit one original and seven (7) copies of the proposal in a sealed envelope bearing on the outside the name of the proposer, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Beverly Aveni
Purchasing Agent
City of Stamford
Purchasing Department
888 Washington Boulevard
Stamford, CT 06901
Attn: Disposition of Building and Property
At Old South End Fire Station #2

These proposals must be received by the City no later than Thursday, January 9, 2014, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

PLEASE NOTE THAT A MANDATORY PRE-PROPOSAL WALK THROUGH IS SCHEDULED FOR TUESDAY, DECEMBER 3, 2013, AT NOON, AT THE OLD SOUTH END FIRE STATION #2, 670 PACIFIC STREET. ATTENDEES ARE STRONGLY URGED TO BE EQUIPPED WITH BOOTS, HARD HATS AND FLASHLIGHTS FOR THE WALK THROUGH.

1.8 PROPRIETARY INFORMATION

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations, and any other information in the proposal that is pertinent to the selection of the proposer.

1.9 INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES

By submission of its offer the proposer certifies that in connection with this offer:

- a. The costs in the offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor;
- b. The bidder agrees that the prices quoted in this proposal will not change for a period of one hundred twenty (120) days after the receipt at the Purchasing Department of their bid;
- c. Unless otherwise required by law, the costs that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other bidder or to any competitor;
- d. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restrictive competition; and
- e. No elected or appointed officials or employees shall benefit financially or materially from any contract that may result from this RFP.

1.10 AMBIGUITY IN THE REQUEST FOR PROPOSAL (RFP)

Prior to submitting the proposal, the proposer is responsible to bring to the City's attention any ambiguity in this RFP. Not to do so, shall result in the proposer forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent proposer.

1.11 OWNERSHIP INFORMATION

The City of Stamford shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

1.12 CONTRACT AGREEMENT

The selected proposer will be required to sign a formal written contract agreement with the City of Stamford.

2.0 EVALUATION CRITERIA

All proposals in response to this RFP will be reviewed and evaluated by a selection committee. Proposals submitted must include all required information and each proposal must demonstrate how the requirements and conditions are to be met.

If any of the required information is not provided, the City has the right to reject the proposal on the basis that it is incomplete.

3.0 REQUIREMENTS AND CONDITIONS OF THIS REQUEST FOR PROPOSALS

Outright Purchase:

Purchase Proposal Price (cost and final) must be provided both numerically and in writing.

Pre-qualification by bank or lending institution indicating the proposer's ability to enter into a binding contract in the amount stipulated.

Proposed intended use.

Time frame required to close.

As a condition of sale, the City of Stamford requires prospective buyers to include in the building a police substation. The police substation must have the following:

Be located on the first (1st) or second (2nd) floor, not in the basement;

Be approximately one hundred fifty (150) square feet;

Have a private entrance from the exterior;

Have its own restroom or have unlimited access to the building's restroom;

Provide for any and all separate utility hook-ups.

The proposal should state clearly the prospective purchaser's expectation of the City Stamford concerning any and all rental and/or other costs associated with this police substation.

4.0 PROPOSAL INSTRUCTIONS

The proposer shall follow the guidelines given below to allow for the efficient evaluation and selection process.

4.1 CONTENT AND FORMAT

Proposal is to be submitted in three (3) parts:

1. Letter of Transmittal.
2. Proposal response which includes the requirements and conditions as referenced in 3.0 above.
3. Completed Bid Form attached hereto.

The proposals must be bound in such a manner that any updates can be incorporated into the original proposal without much difficulty. The name of the proposer must appear on the outside front cover of each copy of the proposal.

Each page of the proposal must be numbered consecutively from the beginning of the proposal through all appended material.

In case there is a need for updating the proposal of the selected firm, the firm will accomplish the need by insertion of the updated pages submitted for all copies. All new or corrected pages must show the date of revision and indicate the portion of the page, which has been changed. This latter requirement is to be met by drawing vertical lines down both margins of all affected pages.

The City of Stamford reserves the right to reject any unsolicited modifications or additions received between the date of submission and proposal selection.

5.0 PROPOSAL SELECTION CRITERIA

Proposers may be asked to present their proposals to a selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any proposer and to negotiate with any of the proposers regarding the terms of the sale.

Each of the proposal options will be evaluated as follows:

Proposal Purchase Price	50 points
Proposed Intended Use*	30 points
Pre-Qualification Documentation	15 points
Time Frame for Completion of Sale	<u>5</u> points

Total 100 points

* Consideration and additional value may be added to proposals for inclusion of items considered to be part of the greater public interest or benefit, i.e. below market housing units, or sustainable components, aesthetic improvements, historic restoration, art or architectural features and/or improvements.

BID FORM
PRICE PROPOSALS

Price for the outright purchase of the building(s) and property \$ _____
Numerical

Purchase Price in Words

Name of Person Submitting the Proposal:

Title:

Signature and Date:

Name of Company:

Address:

Telephone: _____ **Fax:** _____

EXHIBIT B

PROPERTY DESCRIPTION

A CERTAIN tract of land, located in the City of Stamford, County of Fairfield and State of Connecticut, bounded and described as follows: beginning at the southeast corner of Pacific & Henry Streets, thence easterly about one hundred thirty four & $\frac{2}{10}$ ($134 \frac{2}{10}$) feet to land of Heirs Emmeline S. Walton, deceased, thence Southerly fifty (50) feet to land of grantor, thence westerly about one hundred thirty four & $\frac{2}{10}$ ($134 \frac{2}{10}$) feet to Pacific Street, thence northerly fifty (50) feet to the place of beginning.

EXHIBIT C

ESCROW AGREEMENT

[See attached.]

HOLDBACK ESCROW AGREEMENT

THIS HOLDBACK ESCROW AGREEMENT (this "Escrow Agreement") is made as of _____, 2017, by and among THE CITY OF STAMFORD ("SELLER"), PACIFIC STREET FIREHOUSE LLC, a Connecticut limited liability company ("BUYER") and FIRST AMERICAN TITLE INSURANCE COMPANY ("Escrow Agent").

RECITALS:

- A. SELLER and BUYER are parties to a Purchase and Sale Agreement dated _____, 2017 (the "Purchase Agreement"). Terms defined in the Purchase Agreement and not defined herein shall have the same meanings in this Escrow Agreement.
- B. Pursuant to the terms of the Purchase Agreement, SELLER and BUYER wish to establish the Holdback (as hereinafter defined) to escrow sufficient funds to cover the cost of environmental remediation at the Premises which is contemplated in the Purchase Agreement to be completed after the Closing, which remediation may include investigation, sampling, soil removal, and capping (the "Environmental Remediation").
- C. The Holdback shall be retained with the Escrow Agent in an escrow account (the "Escrow").
- D. SELLER and BUYER wish to establish the Escrow and to appoint Escrow Agent to receive and disburse the funds in the Escrow to the appropriate recipient in accordance with the provisions of this Escrow Agreement.
- E. Escrow Agent is willing to accept appointment as escrow agent and to establish such Escrow, all as more fully set forth in this Escrow Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- Holdback. SELLER and BUYER acknowledge and agree that in accordance with the Purchase Agreement BUYER may perform the Environmental Remediation, as more particularly set forth in Paragraph 33 of the Purchase Agreement, subject to reimbursement up to the amount of the Escrow Funds, and that the Holdback has been escrowed for such purpose. SELLER and BUYER agree that the Holdback shall be applied to reimburse BUYER for its out-of-pocket costs associated with the Environmental Remediation, or otherwise be paid to SELLER to the extent not required for such reimbursement.
- Establishment of and Deposit into Escrow. SELLER and BUYER appoint and designate the Escrow Agent as escrow agent, and the Escrow Agent accepts such appointment under the terms and conditions set forth herein and shall establish the Escrow to be governed by the terms set forth herein. On the Closing Date, SELLER shall cause the proceeds of the Closing to be delivered to the Escrow Agent in the amount of \$200,000.00 (the "Holdback"). Escrow Agent shall notify BUYER and SELLER of the deposit of any funds in the Escrow on the date of such deposits.

3. Investment of Escrow Funds. During the term of this Escrow Agreement, funds held in the Escrow shall, upon receipt, if SELLER so elects, be invested and reinvested by the Escrow Agent in interest bearing accounts at one or more banks the deposits of which are insured by the FDIC. Each investment shall be held by Escrow Agent to clearly show that the investment is held in its capacity as Escrow Agent hereunder. Any interest accrued on the funds held in Escrow will be payable to SELLER and disbursed at such time as the balance of the funds remaining in Escrow are disbursed. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not have any liability for any loss sustained as a result of any investment made pursuant to the instructions of either party or as a result of any liquidation of any investment prior to its maturity.

4. Draw Certificates.

(a) Subject to Section 2, at any time following deposit of the Holdback, BUYER may deliver to Escrow Agent one or more written notices (each, a "Draw Certificate") executed by an authorized signatory of BUYER which shall request payment to BUYER of an amount equal to the amount remitted by BUYER to complete one or more portions of the Environmental Remediation, *provided*, each such Draw Certificate shall include a calculation of the amount so requested and evidence of BUYER's payment of such sums in connection with the related portion(s) of the Environmental Remediation; *further provided*, the aggregate amount of all such Draw Certificates shall not exceed the sum of \$200,000.00; and provided further that BUYER shall provide SELLER with copies of such Draw Certificates contemporaneously.

(i) On the date a Draw Certificate is given, Escrow Agent shall notify SELLER of the receipt of the Draw Certificate. Such notice shall be given in writing by the transmission of a copy of the Draw Certificate (and all attachments thereto) to SELLER by one of the means permitted hereunder.

(ii) If, within five (5) business days after the delivery to SELLER of a copy of the Draw Certificate, Escrow Agent has received from SELLER a written statement to the effect that the amount requested to be disbursed to BUYER is not due to BUYER then the whole amount requested to be disbursed to BUYER shall be deemed a "Disputed Amount". If Escrow Agent has received no such statement from SELLER, Escrow Agent shall make the disbursement in accordance with clause (b). If Escrow Agent receives from SELLER a written statement to the effect that the amount requested in the Draw Certificate to be disbursed to BUYER is disputed in part, stating the amount in dispute, then the amount in dispute shall be a "Disputed Amount". With respect to any Draw Certificate where there is a Disputed Amount, Escrow Agent shall make payment from funds in the Holdback to BUYER as follows:

(A) If SELLER's written statement indicates that only part of the payment requested is a Disputed Amount, then Escrow Agent shall pay to BUYER the amount[s] specified in the Draw Certificate, less the Disputed Amount;

(B) With respect to any Disputed Amount, if Escrow Agent receives instructions signed by BUYER and SELLER, Escrow Agent shall pay to BUYER the amounts set forth in such instructions; and

(C) With respect to any Disputed Amount, if Escrow Agent receives from BUYER a copy of the written decision of the Arbitrator, as defined herein, awarding all or part of such Disputed Amount to BUYER, then Escrow Agent shall pay to BUYER the amounts of such award or payment as set forth in such decision to BUYER.

(b) When an amount is determined to be payable out of the funds in the Holdback pursuant to the terms of this Escrow Agreement, such amounts shall be paid within two (2) business days following such determination. Escrow Agent shall disburse the amount set forth in the applicable Draw Certificate to BUYER.

(c) If any part of the Holdback has not been disbursed within three (3) years of the date of the Closing or within sixty (60) days of the date upon which BUYER notifies the Escrow Agent that such environmental remediation work has concluded, whichever first occurs, SELLER may deliver notice of same to the Escrow Agent and the Escrow Agent shall tender to SELLER all of the Holdback, together with any interest actually accrued thereon, which remains after all Disputed Amounts have been resolved and all Draw Certificates have been paid. The provisions of Section 4(a) and (b) above shall apply, *mutatis mutandis*, to any such notice delivered by SELLER.

(d) The maximum aggregate amount disbursed to BUYER pursuant to this Section shall not exceed the Holdback, exclusive of any interest actually earned thereon.

5. Agreement Regarding Funds Deposited Under Escrow Agreement. SELLER and BUYER agree that they will act in good faith and deal fairly with each other in connection herewith and shall not take any action which will interfere with the Escrow Agent's performance hereunder nor shall either SELLER or BUYER refrain from taking any action which would permit the Escrow Agent to disburse funds in accordance with any factually accurate certificate presented hereunder. Each of SELLER and BUYER agrees, at its own expense upon the request of the other, to do everything and anything reasonably necessary to give effect to this Escrow Agreement and the agreements contemplated herein, including, without being limited to, the execution of documents and instruments and using commercially reasonable efforts to cause third parties to do the same.

6. Method of Payment. All payments shall be made in immediately available funds to one of the parties at the account(s) specified by the party accompanying their Draw Certificate.

7. Term and Termination. The Escrow shall be established by the Escrow Agent as of the date of this Escrow Agreement and shall terminate only upon receipt by Escrow Agent of express written instructions from SELLER and BUYER to terminate the Escrow or upon disbursement of all funds remaining in the Escrow in accordance with the provisions hereof.

8. Escrow Agent's Duties and Liabilities.

(a) The Escrow Agent undertakes to perform only such duties as are expressly set forth herein. The Escrow Agent may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document.

(b) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except for any liability arising from its own negligence or willful misconduct.

(c) The Escrow Agent may resign at any time upon giving at least thirty (30) days written notice to SELLER and BUYER; *provided, however*, that no such resignation shall become effective until the appointment of a successor escrow agent, which shall be accomplished as follows: SELLER and BUYER shall use their best efforts to mutually agree on a successor escrow agent within thirty (30) days after receiving such notice. If SELLER and BUYER fail to agree upon a successor escrow agent within such time, the Escrow Agent shall have the right to appoint a successor escrow agent who shall be a national title insurance company authorized to do business in the State of Connecticut. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Thereafter, the predecessor escrow agent shall be discharged from any further duties and liability under this Escrow Agreement.

(d) SELLER and BUYER hereby agree jointly and severally to reimburse the Escrow Agent for any loss, cost or expense incurred by Escrow Agent in connection with this Escrow Agreement and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim of liability, except in those cases where an arbitrator or a court has determined that the Escrow Agent was negligent and/or the loss was based upon the Escrow Agent's willful misconduct.

(e) If the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which conflict with each other or which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a determination by arbitration or by a final order or judgment of a court of competent jurisdiction.

9. Arbitration of Disputes. In the event of a dispute between SELLER and BUYER concerning distributions payable hereunder, either of them may deliver to the other notice of intent to arbitrate. If such a notice of intent to arbitrate is given, then BUYER and SELLER shall proceed to arbitrate the dispute in accordance with the provisions of this Section 9. The arbitration shall occur in Stamford, Connecticut. In no event shall the Escrow Agent be a party to any arbitration hereunder. Within ten (10) days after the date of such notice, one arbitrator ("Arbitrator") shall be jointly selected by BUYER and SELLER. If BUYER and SELLER are

not able to agree upon a single Arbitrator, any of the parties may request that an Arbitrator be appointed by the American Arbitration Association, or its successor, which is closest in location to the Property and the Arbitrator so appointed shall serve for purposes of this Section 9. The Arbitrator shall be selected from among the panel of arbitrators or mediators used by the American Arbitration Association. The Arbitrator shall not have performed any work for any of the parties hereto, and shall have no ownership interest in any of the parties or any of their affiliated entities, it being the intent of the parties hereto that such Arbitrator be unrelated to such entities so as to better ensure objectivity of the Arbitrator. The Arbitrator thus selected shall proceed to decide any such dispute if at all possible within ten (10) days after being selected, and in all events as quickly as is reasonably possible. The decision of the Arbitrator upon any such dispute shall be final, conclusive and binding upon the parties and shall be in writing delivered to BUYER and SELLER within ten (10) days after the dispute is decided. Any of the parties may pursue any appropriate remedy to enforce such finding, including the filing of a petition to confirm the award and to have a judgment entered thereon. Except as modified by the provisions of this Section 9, arbitration shall be conducted in accordance with the rules then in effect of the American Arbitration Association. The responsibility of BUYER and SELLER to pay the fee and expenses of the Arbitrator shall be as determined by such arbitrator. The Arbitrator shall have the right to consult experts and competent authorities with factual information or evidence pertaining to a determination of the dispute, but any such consultation shall be made in the presence of both parties with full right on their part to cross-examine. The Arbitrator shall have no power to modify the provisions of this Escrow Agreement, the Purchase Agreement or the Environmental Agreement. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION (I.E., THIS SECTION 9) DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CONNECTICUT LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CONNECTICUT RULES OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

BUYER

SELLER

10. Miscellaneous.

(a) All notices and communications hereunder shall be in writing and shall be deemed to be duly given (i) upon the delivery (or refusal to accept delivery) by messenger or

overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (ii) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (iii) upon the receipt by electronic or facsimile transmission as evidenced by a receipt transmission report (followed by delivery by one of the other means identified in (i)-(ii)), addressed as follows:

SELLER: Kathryn Emmett, Director of Legal Affairs
Law Department
City of Stamford
888 Washington Blvd.
Stamford, CT 06901 Merritt Ridge, LLC

BUYER: Pacific Street Firehouse LLC
1 Elmcroft Road, Suite 500
Stamford, CT 06902
Attn: David Fite Waters, Esq.
Email: dfwaters@bltooffice.com

ESCROW AGENT: First American title Insurance Company
600 Summer Street
Stamford, CT 06901
Attn: Polly Davis, Senior Underwriting Counsel
Email: pdavis@firstam.com

(b) The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto.

(c) Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by any party without the prior consent of the other parties.

(d) This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof.

(signatures on next page)

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

BUYER:

**PACIFIC STREET FIREHOUSE LLC,
a Connecticut limited liability company**

By: _____
Name: _____
Title: _____

Date: _____

SELLER:

CITY OF STAMFORD

By: _____
Name: David R. Martin

_____ Title: Mayor

Date: _____

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____