

**SUMMARY OF AMENDED AND RESTATED LEASE**  
**RE: SOUNDWATERS, INC. AT BOCCUZZI PARK**

**PARTIES:** Lessor: City of Stamford; and  
 Lessee: SoundWaters, Inc.

**PREMISES:** Lease Area A = 16,524 square feet for education center construction/operation  
 Lease Area B = 44,600 square feet for marina construction/operation

**PURPOSE:** Under the general supervision of the Lessor, the Lessee shall utilize the Demised Premises exclusively to operate a not-for-profit marina facility and educational center for the purpose of providing educational recreational services to youth and adults in the community.

**CONTRACT PRICE/RENT:** \$1.00/year

**TERM:** Fifty years + 5 five-year renewal options.

**IMPORTANT TERMS:**

Lessee shall have exclusive right to re-establish and operate a boat dock in Lease Area B. Lessee shall own all docks piers, floats, boats and associated equipment.

Lessee may construct and own a building with a footprint of no less than 3,000 sq ft and no more than 9,000 sq ft in Lease Area A, subject to the approval of Lessor's Director of Operations. Ownership transfers to the Lessor upon termination of the Lease.

Lessee's plans must comply with Lessor's 2017 Master Plan.

Lessee may terminate the lease if unable obtain permits to construct its marina or building.

Lessee may place portable classrooms in Temporary Lease Area C prior to and during construction of the building.

Minor amendments to the Lease may be made at the discretion of the Mayor.

Lessee may serve, sell and/or permit the consumption of wine, beer and/or liquor at the Demised Premises at events sponsored by and for the benefit of Lessee. This provision is intended to be an exemption from § 72-2 of the City Code and § 175-1-11 of the City's Parks & Recreation Facility Regulations.

Lessee's proposed building shall have one public bathroom with direct access to the outside of the building, for which Lessor shall be solely responsible.

Lessor's Police Harbor Unit shall have 24-hour access to the Demised Premises, including the proposed building. Lessee and Lessor shall negotiate further terms if the Harbor unit requires office space in the proposed building.

Lessee's signage is subject to the approval of Lessor's Director of Operations.

**RIGHTS TO ASSIGN:** Lessee has no right to assign the Lease

**SUBLETTING:** Subletting must be approved by the Lessor's Director of Operations.

**INSURANCE:** Lessee and its contractors must maintain insurance coverages as required by the City's Risk Manager, as updated from time to time.

**INDEMNIFICATION:** Mutual

**REPAIRS/MAINTENANCE:** Lessee is solely responsible for the proposed building construction/maintenance and all costs related to its operations, except that Lessor shall: remove snow/ice from paved areas; mow lawns and care for grounds; and regularly collect refuse and recycling.