

PR30.038



INTEROFFICE MEMORANDUM

TO: Planning Board
Board of Finance
Board of Representatives

FROM: David R. Martin, Mayor *DMartin*

DATE: October 9, 2019

RE: Stamford Golf Authority / Sterling Farms Lease Modification Agreement

Attached, please review the attached Agreement and advise your recommendation regarding approval.

Thank you.

Enc.

RECEIVED
OCT 09 2019
BOARD OF REPRESENTATIVES



CITY OF STAMFORD, CONNECTICUT
INTER-OFFICE CORRESPONDENCE



October 7, 2019

To: Mayor David Martin
From: Vikki Cooper, Deputy Corporation Counsel
Re: Stamford Golf Authority/Sterling Farms Lease Modification

Dear Mayor Martin:

Following this cover is three (3) copies of the above-mentioned Sterling Farms Lease Modification Agreement, which I have approved as to form. As you know, Sterling Farms timely notified the City of Stamford of its intent to extend its lease on November 21, 2018, as required under the original lease agreement dated March 26, 2007. Thereafter, the City and Sterling Farms engaged in negotiations and agreed to modify some of the terms of the original lease as follows: (1) to extend the term of the lease until 2034; (2) to reduce the annual rental fee by half as of July 1, 2020; and (3) for Sterling Farms to create a sinking fund for future capital expenditures and to retire its outstanding debt as of September 1, 2019. All other terms of the original lease agreement will remain the same. **Please forward this lease along to the Planning Board, Board of Finance, and Board of Representatives for approval.**

Mark McGrath is the business contact for this Agreement. Please notify Mr. McGrath of the Board meeting dates, so that he may plan to attend. Please let me know if you have any questions or if I can be of any further assistance.

Very truly yours,


Vikki Cooper

Enclosures/

**LEASE MODIFICATION AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND
THE STAMFORD GOLF AUTHORITY**

THIS LEASE MODIFICATION made this ____ day of _____, 2019 between the **City of Stamford**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by David R. Martin, its duly-authorized Mayor (hereinafter sometimes referred to as "Lessor") and the **Stamford Golf Authority**, a body politic organized and existing under the laws of the State of Connecticut acting herein by Patricia G. McGrath, its duly-authorized Chairperson (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee entered into a Lease Agreement (hereinafter referred to as the "Lease") dated March 26, 2007 for the property located at 1349 Newfield Avenue, Stamford, Connecticut, known and operated as Sterling Farms Golf Course, and various building and facilities located thereon;

WHEREAS, Lessor and Lessee wish to modify the Lease to extend the term and change other terms;

NOW THEREFORE, the undersigned hereby amends the above-referenced lease as follows:

1. Paragraph 2 of the Lease shall be stricken in its entirety and replaced as follows:

Term. The term of this Lease shall commence on the date this Lease is executed by the Lessor and terminate on June 30, 2034, unless sooner terminated as hereinafter provided (hereinafter referred to as the "Term").

2. Paragraph 3 of the Lease shall be stricken in its entirety and replaced as follows:

Rent. The annual rent for the Demised Premises during the period July 1, 2019 to June 30, 2020 shall be in the amount of eleven percent (11%) of the annual gross revenue received, generated, collected or otherwise obtained by the Lessee from all sources, excepting therefrom any revenue received by Lessee from Lessor. The annual rent for the Demised Premises during the period July 1, 2020 to June 30, 2034 shall be in the amount of five-and-a-half percent (5½ %) of the annual gross revenue received, generated, collected or otherwise obtained by the Lessee from all sources, excepting therefrom any revenue received by Lessee from Lessor. Further, the annual rent shall be by checks made payable to the order of "Treasurer, City of Stamford" and shall be payable in four (4) installments, each equal to twenty-five (25 %) percent of the total of the Lessee's annual gross revenue that the Lessee received in the prior calendar year, on every May 1st, July 1st, September 1st and November 1st of each year. Any rent adjustment payable to the Lessor, in case of an underpayment, or returnable to the Lessee, in case of an overpayment, based on the actual annual gross revenue received by Lessee for such calendar year in which the rent is paid, shall be made on May 31st of the ensuing calendar year. Said gross revenue shall be subject to the Lessor's audit and review at the Lessor's sole option and expense; provided, however, such audit must be completed by the end of such ensuing calendar year.

3. A new paragraph 28 shall be added to the Lease as follows:

Repayment of Outstanding Debt and Creation of Sinking Fund. Lessor shall retire its outstanding debt as of September 1, 2019 in the total amount of Two Million, Four Hundred Seventy-One Thousand and Fifty-Four Dollars (\$2,471,054) by December 31, 2027 and create a sinking fund for future capital expenditures of no less than One Million Dollars (\$1,000,000) by June 30, 2029.

All other terms and conditions of the Lease dated March 26, 2007 shall remain unchanged and in full force and effect.

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

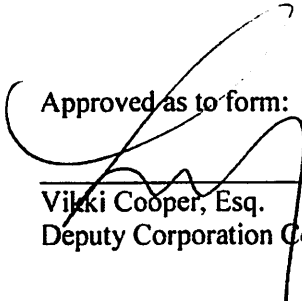
CITY OF STAMFORD

By _____
Mayor David R. Martin
Duly-authorized

STAMFORD GOLF AUTHORITY

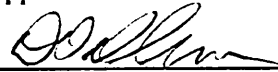
By _____
Patricia G. McGrath
Its Duly-authorized Chairperson

Approved as to form:



Vilki Cooper, Esq.
Deputy Corporation Counsel

Approved as to insurance:



David Villalva
Risk Manager



November 21, 2018

Mayor David Martin
Stamford Government Center
888 Washington Blvd.
Stamford, CT 06904

Dear Mayor Martin:

Please accept this letter as the Stamford Golf Authority's desire to extend the lease dated March 26, 2007 with the City of Stamford into the first option period on Sterling Farms Golf Course.

Best regards,

Patricia McGrath
Chairperson
The Stamford Golf Authority

**LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND
THE STAMFORD GOLF AUTHORITY**

THIS LEASE made this *26th* day of *march 2007* ~~December, 2006~~, between the City of Stamford, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Dannel P. Malloy, its duly-authorized Mayor (hereinafter sometimes referred to as "Lessor") and the Stamford Golf Authority, a body politic organized and existing under the laws of the State of Connecticut acting herein by Patricia G. McGrath, its duly-authorized Chairperson (hereinafter referred to as "Lessee").

WITNESSETH

1. **Demised Premises.** The Lessor hereby leases and demises to the Lessee and the Lessee hereby hires and takes from the Lessor, the property located at 1349 Newfield Avenue, Stamford, Connecticut, which consists of a municipal golf course, known and operated as Sterling Farms Golf Course, and various buildings and facilities located thereon (hereinafter referred to as the "Demised Premises"), including, but not limited to, the Main House, Restaurant, Stamford Golf Authority Office, Golf Pro and Tennis Pro Shops, Cart Barn, Driving Range Building, Driving Range Tee Structure, Halfway House Snack Bar, Fertilizer Building, Maintenance Building, Chemical Building, Equipment Building, Pump House, Rest Rooms Building, and Superintendent Building.

Notwithstanding the foregoing, this Lease shall be subject to the concurrent rights of Curtain Call Inc. that are contained in a certain Management Agreement between the

Lessor and Curtain Call Inc. dated June 29, 2004, which is incorporated herein by reference, and any subsequent amendments or renewals thereto so long as any such agreement, amendment(s) or renewal(s) do not materially interfere with Lessee's intended use and operation of the Demised Premises as a golf course and tennis facility, and its rights hereunder. It is expressly agreed by the parties hereto that the description of the Demised Premises excludes the following buildings and facilities (which are collectively referred to herein as the "Ethel Kweskin Buildings") that are located on the site of the Demised Premises: Youth Center (also known as the "Studio Building"), Ethel Kweskin Barn Theatre and its executive offices (also known as the "Administrative Building") and the Storage Barn.

2. **Term.** The term of this Lease shall commence on the date this Lease is executed by Lessor and terminate on June 30, 2019, unless sooner terminated as hereinafter provided (hereinafter referred to as the "Term"). Provided the Lessee is not in actual default of any of the terms and conditions of this Lease, Lessee may, at its sole option, extend the term of the Lease at the expiration of the Term for two (2) additional five (5) year terms that shall run consecutively (each hereinafter referred to as a "Renewal Period") under the same terms and conditions of this Lease except for the rent, which shall be negotiated by the parties and which shall be subject to the approval of the Board of Representatives, within six (6) months prior to the commencement of the first Renewal Period. Lessee shall exercise its renewal option by giving Lessor written notice to the Lessor's Director of Operations at least six (6) months prior to the end of the Term or the first Renewal Period, as the case may be. If Lessee fails to give such notice, then this Lease shall automatically terminate at the end of the Term or the first Renewal Period, as the case may be.

3. **Rent.** The annual rent for the Demised Premises during the Term shall be in the amount of eleven percent (11%) of the annual gross revenue received, generated, collected or otherwise obtained by the Lessee from all sources, excepting therefrom any revenue received by Lessee from Lessor. Further, the annual rent shall be by checks made payable to the order of "Treasurer, City of Stamford" and shall be payable in four (4) installments, each equal to twenty-five (25%) percent of the total of the Lessee's annual gross revenue that the Lessee received in the prior calendar year, on every May 1st, July 1st, September 1st and November 1st of each year. Any rent adjustment payable to the Lessor, in case of an underpayment, or returnable to the Lessee, in case of an overpayment, based on the actual annual gross revenue received by Lessee for such calendar year in which the rent is paid, shall be made on May 31st of the ensuing calendar year. Said gross revenue shall be subject to the Lessor's audit and review at the Lessor's sole option and expense; provided, however, such audit must be completed by the end of such ensuing calendar year.

4. **Use.** The Lessee shall utilize the Demised Premises exclusively as a recreational and golf facility in accordance with Section 7-130a, et seq. of the Connecticut General Statutes and Chapter 6, Article 1 of the City of Stamford Code of Ordinances, as they may be amended from time to time, and for no other purposes whatsoever. Said facility shall be known as the "Sterling Farms Golf Course" during the term of this Lease. The Lessee agrees that it shall be responsible for the administration and supervision of any programs or activities ("Programs") conducted at the Demised Premises at its sole cost and expense. At its sole cost and expense, the Lessee shall install and maintain signage at the entrance that expressly provides that Sterling Farms Golf Course is a municipal golf

course and such signage, including, but not limited to, the sign, style, design, wording and location of the same, shall be approved in advance by the Lessor prior to its erection, which approval shall not be unreasonable withheld or delayed.

No use shall be permitted on the Demised Premises wherein any pecuniary benefit accrues to any officer, director, or trustee of the Lessee; excepting, however, Lessee's Executive Director, an employee of Lessee.

5. **Approval.** This Lease is subject to the prior approval of the Lessor's Planning Board, Board of Finance, Board of Representatives and Mayor. Upon such approval, the current lease by and between the parties hereto dated January 20, 2000, and in full force and effect, shall cease and terminate as if it had expired by its terms and shall no longer be in effect.

6. **Assignment.** The Lessee shall not be permitted to assign this Lease or any interest therein, except with the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, and except for rental income received by Lessee from any subtenants of the Demised Premises, including, but not limited to, the restaurants, golf professional and tennis facilities, solely as collateral security for any bank or bond financing.

7. **Subletting.** Except with respect to the restaurants, golf pro shop and tennis facility subleases and/or licenses currently in effect, Lessee shall not sublease, permit, or license the Demised Premises or any part thereof unless:

- a. Such sublease, permit or license shall comport with the uses permitted by this Lease in the reasonable judgment of the Lessor; and
- b. Such sublease, permit or license shall be in writing and be pre-

approved by the Lessor which pre-approval shall not be unreasonably withheld or delayed; and

- c. Such sublease, permit or license provides that the sub-lessee, permittee or licensee shall indemnify and hold the City of Stamford, its officers, agents and employees harmless from any and all liability arising from any such use of the Demised Premises; and
- d. Such sublease, permit or license shall contain any and all insurance coverage(s) required by the Lessor's Risk Manager.
- e. All cash, in kind or other compensation to be provided to the Lessee shall be specifically reflected in the books and records of Lessee.

8. Quiet Enjoyment. The Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises during the Term and, if applicable, Renewal Term, without hindrance, ejection or interference except as otherwise provided in this Lease or as permitted by law.

9. Lessor's Covenants. The Lessor covenants with the Lessee that it has good right to lease the Demised Premises to the Lessee on the terms and conditions provided in this Lease.

10. Lessee's Covenants. The Lessee agrees, warrants and represents that it shall commit no waste to the Demised Premises, nor suffer the same to be committed thereon, nor injure nor misuse the same; and further agrees, warrants and represents that the Lessee has neither the right nor the power to assign or hypothecate this Lease in any way whatsoever, except as otherwise provided in this Lease or to make un-approved alterations to the Demised Premises, except as otherwise provided herein, nor use the

same for any purposes except as those expressly authorized herein. The Lessee shall keep the Demised Premises in good condition, free of debris, in a safe and adequate condition for the uses and purposes hereby authorized. The Lessee shall deliver the Demised Premises up to Lessor upon the expiration or earlier termination of this Lease in reasonably good condition, normal wear and tear, and casualty or condemnation excepted, and the Lessee shall have no right or obligation to remove any improvements to the Demised Premises without the prior written consent of Lessor (except those necessitated by repairs). Likewise, any fixtures, equipment, furnishings, supplies or inventory which are purchased or obtained during the term of this Lease, by or for the Lessee utilizing any City operating or other revenue funds, including but not limited to, state and federal funds administered by the City, shall become the property of Lessor upon the expiration or sooner termination of this Lease in good condition, normal wear and tear excepted, at the option of Lessor.

11. **Default.** If Lessee should be in material breach or default of or violate any of the terms and conditions of this Lease and fail to cure such breach, default or violation within thirty (30) days or within a reasonable time if such breach, default or violation shall be incapable of being cured within such thirty (30) day period, after written notice of such breach, default or violation from the Lessor, or if the Lessee should assign or hypothecate this Lease or sublet the Demised Premises in a manner not provided by this Lease or otherwise dispose of the whole or any part of the Demised Premises or make any structural alterations therein without the prior written approval of the Lessor's Director of Operations, or shall commit waste or suffer the same to be committed on said Demised Premises or injure or misuse the same, or shall be adjudicated bankrupt, or shall make a

voluntary or involuntary assignment of its estate or effects for the benefit of creditors, or if a receiver of Lessee's property shall be appointed, or if this Lease shall by operation of law, devolve upon or pass to anyone other than the Lessee, then this Lease shall thereupon, by virtue of this express stipulation expire and terminate, at the sole option of the Lessor, and the Lessor may, at any time thereafter through legal process, re-enter said premises and shall have and possess all of the Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statutes relating to summary process; it being understood that no demand for rent or re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statutes relating to summary process, that any or all right to any such demand or any such re-entry is hereby expressly waived by Lessee.

12. **Compliance with Laws.** Lessee shall comply with all applicable and lawful federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures including, but not limited to the City Purchasing Ordinance as a non-city entity in accordance with Code Section 8-4 *et seq.*, in relation to the use and occupancy of the Demised Premises and with respect to the operation of the Programs, and any costs for non-compliance or violation of same shall be solely the responsibility of the Lessee.

13. **Access to Premises.** Lessor and its employees, officers, agents and independent contractors shall have the right to enter and inspect the Demised Premises at any reasonable time during business hours after oral or written notice to the Lessee, or at any time in case of emergency, for the purpose of ascertaining the condition of the Demised Premises, curing a default on the part of the Lessee at the Lessee's sole cost and expense,

making major repairs and capital improvements not made by the Lessee pursuant to the terms and conditions of this Lease at the Lessee's sole cost and expenses; provided, however, nothing herein shall be deemed to obligate the Lessor to make any such repairs or improvements, except as otherwise provided herein. Lessor's Director of Operations shall have a copy of the most current key(s) along with any access and security codes to the Demised Premises for the purposes set forth in this paragraph.

14. Capital Improvements, Repairs, Maintenance and Utilities. Lessee shall be responsible for all major and minor repairs to and the maintenance of the Demised Premises, all utilities and systems including, but not limited to, the following: plumbing, electrical, boiler, furnace, generator, heat, water, air conditioning and all other systems.

Lessee shall also be responsible for the following:

- a. Interior and exterior walls and glass, including mirrors.
 - b. Snow and ice removal, refuse collection, water, sewer use, electricity, heat, air conditioning, fuel oil, gas and other utilities.
 - c. Custodial services, grounds keeping, landscaping, janitorial supplies, security and service agreements.
 - d. Repaving and resurfacing the parking lots, walkways and steps inclusive of the lots, walkways and steps leading to the Ethel Kweskin Buildings.
 - e. Boiler repair and replacement, if needed.
 - f. Removal of dead and/or damaged trees, and general landscaping.
 - g. Altering or changing the topography of the golf course.
 - h. General repair and maintenance of the golf course.
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- i. Any and all other expenses for the operation of the Lessor's programs and activities, if applicable, including but not limited to supplies, equipment, furnishings, insurance, telephones, etc.

Notwithstanding the foregoing, Lessee shall be responsible for all minor repairs to the Ethel Kweskin Buildings in an amount that shall not to exceed \$7,500.00 per calendar year during the Term of this Lease.

Lessee may, at its sole cost and expense, make capital improvements to the Demised Premises. Any and all capital improvements and major repairs to the Demised Premises costing in excess of \$50,000.00, shall be subject to the prior written approval of the Lessor's Director of Operations and shall be performed in accordance with paragraph 12 above; provided, however, unless Lessee shall receive a written notice of disapproval from Lessor's Director of Operations within thirty (30) days after Lessee furnishes a written request for approval, it shall be deemed that such approval was granted by such Director of Operations.

It is hereby agreed and understood by the parties that the Lessor shall have the right and power to make any and all capital improvements at its sole cost and expense, without having any obligation to make such improvements; provided such improvements do not unreasonably interfere with the Lessee's use of the Demised Premises. It is further agreed and understood by the parties that the Lessor has the right and power, at its sole cost and expense, to install a radio tower and control building on the Demised Premises in accordance with the Plan attached hereto as Schedule A (the "Work"), which location is tentatively depicted on Schedule B, which is attached hereto and made a part hereof, in addition to a rotational camera, which shall be erected on the radio tower and/or control

building (collectively referred to as the "Improvements") on the Demised Premises, that the location of Improvements shall be solely determined by the Lessor although such location is tentatively depicted on said Schedule B; provided such Improvements do not unreasonably interfere with the Lessee's use, or the topography, of the Demised Premises. Lessor shall provide prior written notice to Lessee of any substantial or material change in the location of the Improvements and/or where the Work is to be performed, which change shall be subject to the prior approval of Lessee. For purposes hereof, the terms "substantial" or "material" shall mean a change in the area where the Project is to be located of fifteen (15) feet or greater in any direction.

It is understood and agreed to by the parties that any and all fees and costs related to the Improvements shall be at no expense to Lessee and shall be paid for solely by Lessor from the Lessor's Radio System Replacement Upgrade Capital Project Account No. C66299 Appropriation. Notwithstanding anything contained in this Lease to the contrary, Lessor acknowledges and confirms that the cost and expense of the Improvements and the Plan to be conducted by Lessor to the Demised Premises have been approved and appropriated by Lessor.

The Lessor shall have unrestricted access to and from the Improvements irrespective of any other provision in this Lease to the contrary and has exclusive right to relocate, repair, maintain, improve and remove the Improvements during the Term of this Lease at its sole cost and expense; provided, however, Lessor, in doing so, shall not unreasonably interfere with the Lessee's use, or the topography, of the Demised Premises and shall repair or replace any portion of the Demised Premises resulting from Lessor's relocation, repair, maintenance, improvement or removal of the Improvements, as

necessary, at Lessor's sole cost and expense. Lessor's installation and operation of the Improvements shall be solely for its own use and not for any commercial usage or other purpose.

Within a reasonable period of time following the installation of the Improvements, not to exceed sixty (60) days, the Lessor, at its sole cost and expense, shall completely pave the entire driveway, of a street grade road quality, and install outdoor lighting along such driveway, in accordance with the Plan attached hereto as Schedule C (the "Plan"). The parties agree and understand that the Lessor shall pave or cause the paving of the driveway on a one-time basis only, and bury underground all utilities, at Lessor's sole cost and expense, and that the Lessor shall have no further obligation to pave, repave, repair, maintain or replace such driveway during the Term of the Lease, unless as a result of the relocation, repair, maintenance, improvement or removal of the Improvements by Lessor, it shall be necessary to repave or repair any portion(s) of such driveway, reinstall any such outdoor lighting along such driveway, or rebury any utilities, which shall be done at Lessor's sole cost and expense.

Any and all photographic, digital or other images captured, recorded, stored or produced by the rotational camera are the exclusive property of the Lessor and the Lessor retains the right and power to post any and all notices concerning the Lessor's use and operation of the rotational camera on the Demised Premises and/or the Improvements, as the case may be, pursuant to federal, state and local laws, rules, regulations, orders, statutes, charters, ordinances, policies and procedures.

15. **Books and Records; Audits.** Lessee shall maintain complete and accurate books and records of its income and expenditures, assets and liabilities in relation to its use and

occupancy, maintenance and repair of the Demised Premises and its operation of the Programs. Such books and records shall include its operations and Programs, if applicable. Lessee shall provide Lessor open and regular access to all of its books and records, during normal business hours at the offices of Lessee upon the demand of Lessor. Lessee shall furnish Lessor with copies of annual certified independent audits prepared at the expense of the Lessee in accordance with Generally Accepted Auditing Standards by a Connecticut licensed CPA, no later than 180 days after the close of each fiscal or calendar year, as the case may be.

16. **Non-Appropriation.** Any obligation of Lessor to make payments or expenditures of any kind under this Lease shall be contingent upon the Lessor securing the requisite approvals and appropriations being duly passed pursuant to the laws of the City of Stamford.

17. **Insurance Requirements.** The Lessee shall affect and maintain for the life of this Lease, commercial general liability and automobile liability insurance as shall protect the Lessee and the City of Stamford from claims for damages arising out of personal injury, including death, and claims for property damage, which may be suffered as a result of operations/completed operations under this Lease, whether such operations/completed operations be by the Lessee or any employee or agent thereof. The Lessee shall also affect and maintain for the term of the Agreement workers' compensation insurance covering injuries or disease suffered by the Lessee's employees. The workers' compensation insurance shall comply with all workers' compensation statutes and regulations in the State of Connecticut. The Lessee shall also maintain all risk property which insures all real and personal property of the Lessee, and boiler and

machinery insurance, valued on a full replacement cost basis. The City's Risk Manager also reserves the right to require the Lessee to affect and maintain other insurance coverage under the Lease that is deemed reasonably appropriate or necessary.

The Lessee shall provide, at its own cost and expense, documentary proof of the following insurances to the Risk Manager of the City of Stamford:

- A. Workers' compensation – Statutory, which complies with the workers' compensation regulations and laws of the State of Connecticut.
- B. Employer's liability, with minimum limits of liability of \$100,000 for each accident, disease each employee and policy limit for disease.
- C. Commercial general liability, subject to a minimum limit of liability of \$2,000,000 combined single limit for bodily injury and property damage and \$5,000,000 in the aggregate. This insurance shall include, but not be limited to, bodily injury and property damage and the following coverages:
 1. Premises and operations liability.
 2. If applicable, products liability and completed operations, to be maintained for a period of not less than three years following termination or cancellation of this Lease.
 3. Broad form contractual liability covering any indemnities contained in this Lease.
 4. Personal injury and advertising liability.
- D. Automobile liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage. This insurance shall include, but not be limited to, bodily injury and property damage for the following:

5. Owned vehicles
6. Hired and leased vehicles
7. Non-owned vehicles

E. All risk property insurance, which covers all real and personal property by the Lessee from Lessor. The limits under the all risk property insurance shall be and a full replacement cost basis and shall be sufficient to prevent the Lessee from incurring a co-insurance penalty because of inadequate limits. The all risk property insurance shall designate the Lessor as loss payee for any losses covered under this insurance: Any damages or losses beneath the applicable deductible(s) shall be repaired by the Lessee to the full satisfaction of the Lessor.

F. Boiler and machinery insurance, which covers all boilers, pressure-fired and non-pressured vessels, hot water heaters, gas-fired furnaces, electrical equipment and any other machinery and equipment, which is generally insured under a boiler and machinery policy. This insurance shall be on a full replacement cost basis and shall be sufficient to prevent the Lessee from incurring a co-insurance penalty because of inadequate limits.

The Lessee shall be responsible for repair and/or replacement of all damage and losses to the Demised Premises, whether insured or not insured; excepting, however, any loss or damage to the Improvements for which the repair and/or replacement thereof shall be Lessor's sole responsibility and at Lessor's sole cost and expense. All repairs and / or replacement of damage and losses will be completed as soon as practicable after discovery of the damage and losses by the Lessee and Lessor. All repairs and / or replacement of damage and/or losses to the Demised Premises must be approved by and

meet the satisfaction of the Lessor, which approval shall not be unreasonably withheld or delayed.

The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the commercial general liability and automobile liability insurance policies.

Thirty (30) days prior written notice shall be provided to the City of Stamford's Risk Manager in the event of cancellation, termination or material change in any terms and conditions of any insurance policies required hereunder.

Any insurance required hereunder underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date not later than the date of execution of the Lease or commencement of the occupancy of the Demised Premises by the Lessee, whichever is earlier, and an extended reporting period endorsement of not less than three years following vacating of the Demised Premises or termination of the Lease, whichever is later.

All insurance coverage and certificates of insurance shall be approved by the City's Risk Manager prior to commencement of occupancy of the Demised Premises or execution of the Lease, which approval shall not be unreasonably withheld or delayed. Other insurance coverages may be reasonably required by the City, which are predicated upon specific needs.

The Lessee agrees to waive any right of recovery against the City of Stamford and its employees, agents and officers for any claim, loss or damage of any kind or description whatsoever, which may or may not be covered under insurance required under this Lease, except where caused by Lessor, or Lessor's employees, agents or officers, or

in connection with the Improvements. All such insurance required under the Lease shall contain waivers of subrogation endorsements in favor of the Lessor and its employees, agents and officers. In addition, all such insurance required hereunder shall be primary insurance, without any right of contribution from any insurance maintained by or on behalf of the Lessor and its employees, agents and officers.

If, at any time, any of the said insurance policies shall be or become reasonably unsatisfactory to the City as to form or substance, or if any insurance company shall become reasonably unsatisfactory to the City of Stamford, the Lessee shall promptly obtain a new insurance policy, submit same to the Risk Manager of the Lessor for approval and submit a certificate thereof as hereinabove required. Upon failure of the Lessee to furnish, deliver or maintain same, this Lease, at the election of the Lessor, after prior notice and failure to cure, may forthwith be declared terminated. Failure of the Lessee in the above shall not relieve Lessee from any and all liability under the Lease, nor shall the insurance requirements be construed to conflict with the obligations of the Lessee concerning its liability or indemnification obligations under the Lease.

The Lessee shall provide the Lessor with certificates of insurance or original copies of the insurance policies, whichever the Risk Manager for the Lessor requires, which contain all requirements in the insurance provision for the Lease.

18. **Non-Waiver.** The failure of the Lessor to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained, the Lessor reserving the right to require strict compliance therewith at any time, with or without

notice except as may be otherwise required herein.

19. Condition of Demised Premises. No agreements, promises, covenants, warranties or representations have been made by the Lessor as to the condition of said Demised Premises upon which the Lessee has relied in entering into this Lease, and Lessee agrees to take the Demised Premises "As-Is" in its present and existing condition.

20. Indemnification. Lessor shall not be liable for any injury or damage to person or property happening in and or on the Demised Premises, parking lot, sidewalks, grounds, golf course, interior or exterior or any part of said premises by reason of any existing or future condition, defect, matter or thing, except where such injury or damage to person or property is caused by, relates to or arises out of the Lessor's or Lessor's employees', agents' or officers' willful misconduct, gross negligence or negligent acts or omissions, or in connection with the Improvements, and Lessee agrees to indemnify and hold harmless the Lessor (except if caused by Lessor's or Lessor's employees', agents' or officers' negligent acts or omissions) from any and all fines, claims, suits, actions, judgments, damages or liability arising therefrom and from anything otherwise arising from or out of the Lessee's use and occupancy of said premises or the Lessee's operation of the Programs or Lessee's willful and/or negligent acts or omissions. Lessor shall not be responsible for the loss of or damage to property, or injury to persons occurring in and or on the Demised Premises or for the acts, omissions or negligence of other persons or Lessee, its employees, officers and agents, in and or on said premises, except where such loss, damage or injury to person or property is caused by, relates to or arises out of the Lessor's or Lessor's employees', agents' or officers' negligent acts or omissions or the Lessor's installation, construction repair, maintenance or removal of the Improvements,

and Lessor agrees to indemnify and save Lessee harmless from all fines, claims, suits, actions, judgments, damages or liability for loss of or damage to property or injuries to persons occurring in and or on the Demised Premises by reason of any such acts or omissions. Lessee further agrees to indemnify and save harmless Lessor of and from any and all fines, claims, suits, actions, judgments, damages or liability and acts of any kind by reason of any breach, violation, or non-performance of any covenant or condition hereof or for the violation of any law, statute, regulation or order, on the part of Lessee, its agents, employees or officers.

21. **Mechanic's Liens.** Lessee shall not permit any mechanic's or other lien or charge to be filed against the Demised Premises by reason of any act of Lessee. If any such mechanic's or other lien or charge shall at any time be filed against the Demised Premises, Lessee shall immediately cause the same to be discharged of record, in default of which Lessor may, on thirty (30) days written notice to Lessee, discharge the same, and all reasonable costs and expenses, including reasonable attorney's fees, incurred by Lessor in procuring such discharge shall be payable by Lessee to Lessor as additional rent upon demand.

22. **Golf Permit Revenues.** The Lessor and Lessee hereby agree that the cumulative total of all of Lessor's revenue generated from both Lessee's sale and E. Gaynor Brennan Golf Commission's sale of City of Stamford golf permits shall be divided and distributed by Lessor between the Lessee and E. Gaynor Brennan Golf Commission commencing on the date this Lease is approved by the Stamford Board of Representatives as follows: fifty-eight (58%) percent of all revenue collected shall be distributed by the Lessor to the Lessee and the remaining forty-two (42%) of said revenue so collected shall be

distributed by the Lessor to E. Gaynor Brennan Golf Commission, within thirty (30) days of the Lessor's reconciliation of the total of Lessor's revenue generated, which reconciliation shall be conducted on a monthly basis by Lessor, Lessee and E. Gaynor Brennan Golf Commission.

22. **Notices.** All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises, shall be in writing. If the Lessor or its agents desires to give or serve upon the Lessee any notice or demand, it shall be sufficient to send a copy thereof by certified or registered mail, postage prepaid, addressed to the Lessee at the Demised Premises. All such notices to the Lessor from the Lessee shall be sent by registered or certified mail, postage prepaid, to the Director of Operations, City of Stamford, 888 Washington Boulevard, Stamford, Connecticut, 06901, with a copy to the Director of Legal Affairs at said address.

23. **Holdovers.** In the event that the Lessee shall remain in the Demised Premises after the expiration of the term of the Lease without having executed a new written lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not vacated the Demised Premises at the end of its term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or the Lessor may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration.

24. **Eminent Domain.** In the event the whole or any part of the Demised Premises shall be taken under any power of eminent domain or condemnation, the Lessee hereby waives any claim to compensation except, in case of a taking by the State or Federal

Government or other political subdivision thereof other than the Lessor, Lessee may apply for such Lessee's award as which shall in no way affect the value or amount of Lessor's award.

25. **Entire Agreement.** This Lease contains the entire agreement between the parties and all representations relating to this tenancy or to the Demised Premises are included herein, and any and all prior leases, inclusive of the lease between the parties dated January 20, 2000, with respect to the Demised Premises, understandings and other agreements between the parties are replaced and superseded by this Lease with the exception of the Improvements and other work to be performed by Lessor pursuant to the Plan as provided in Section 14 of this Lease, about which the parties hereto have also entered into a 90 day License Agreement dated December , 2006. Any modifications and/or amendments to this Lease shall be in writing and signed by the parties hereto.

26. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Connecticut.

27. **Successors and Assigns.** This Lease shall be binding upon the parties, their respective successors and assigns, trustees and legal representatives.

[SIGNATURES APPEAR ON NEXT PAGE]

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

Paul Jones
Anton Carr

CITY OF STAMFORD

By Dannel P. Malloy
Mayor Dannel P. Malloy
Duly-authorized

so for
the
mayor

{ Deane Jones
Verenne Lewis

STAMFORD GOLF AUTHORITY

By Patricia G. McGrath
Patricia G. McGrath
Its Duly-authorized Chairperson

Approved as to form:

Sybil V. Richards
Deputy Corporation Counsel

Approved as to insurance:

Ann Marie Mones
Ann Marie Mones
Risk Manager

C-3.19.5 Sterling Farms Golf Course (Master, Prime and Back up Dispatch) Site

General Description

This site will require installation of a 190' monopole tower and a prefabricated shelter for radio system equipment and back up dispatch equipment. Motorola anticipates placing the new tower and shelter near the maintenance buildings and lower driving range at the location identified during the site walks.

City of Stamford Responsibilities

1. Secure site lease/ownership, zoning, permits, easements, power and telco connections.
2. Review and approve site designs within 7 calendar days of submission by Motorola.
3. Assist Motorola with permitting for the site, as owner/lessee, including providing the Federal Registration Number (FRN) and user password for ULS.
4. Note: To expedite the microwave licensing, Harris Microwave will submit the FCC License fee along with the FCC license application on line via ULS. Harris will then bill the City for the FCC License fee.
5. Provide property deed, boundary survey and lease information to Motorola's Architectural engineer for conducting site engineering.
6. Provide additional space (permanent or temporary) on site for storing material prior to construction of the new site facilities (tower, shelter, generator, fuel tank etc.).
7. Supply adequately sized electrical service to the proposed MSB (Motorola Standard Building). The MSB for Sterling Farms requires 120/240/400A single phase electrical service.
8. Provide clear and stable access road to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.

Vertical Structures Responsibilities (Motorola Subcontractor)

Site Engineering

1. Prepare site construction drawings, showing the layout of various new and existing site components.
2. Conduct site walks to collect pertinent information from the sites (e.g., location of telco, power, existing facilities etc.).

3. Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
4. Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
5. Prepare record drawings of the site showing the as-built information.
6. Perform construction staking around the site to establish reference points for proposed construction.
7. Perform National Environmental Policy Act (NEPA) Threshold Screening including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Motorola will provide NEPA threshold screening results to the City of Stamford.
8. Perform a cultural resource study, as needed, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
9. Conduct an up to 40' deep soil boring test at the tower location and prepare a geotechnical report of soil conditions at the location of the monopole tower foundation.
10. Conduct a construction inspection of the foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
11. Check tower erection for plumbness, linearity and alignment after installation.
12. Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.
13. Research permit requirements (building, utility, construction and FAA permits) for the construction of the proposed site, and determine if the permits are required. If a permit is required, the Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of the customer.
14. Submit the completed application forms, to the local jurisdiction and apply for applicable permits.



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Site Preparation

1. Obtain the permits such as electrical, building and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
2. One time mobilization costs for the construction crews. Any remobilization due to interruptions/delays caused by the City of Stamford will result in additional costs.
3. Clear light brush, grub roots and dispose vegetation and shrub growth in the site compound area (not to exceed 10000 square feet).
4. Grading of site compound to provide a level, solid, undisturbed surface for installation of site components (not to exceed 6400 square feet).
5. Provide earth fill to raise surface level in the site compound (not to exceed 20 cubic yards).
6. Supply and install gravel surfacing to a depth of six inches, underlain with geotextile fabric within the fenced in site compound area (not to exceed 4356 square feet).
7. Construct swales around the compound to control soil erosion (not to exceed 240 linear feet).
8. Provide silt fence around the compound to control soil erosion (not to exceed 240 linear feet).
9. Supply and install 8' high chain link fencing with a ten-foot wide gate around the shelter compound (not to exceed 240 linear feet).
10. Site touchup (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement required by local jurisdictions have not been included and will be handled through a negotiated contract change notice.

Site Components Installation

1. Construct a foundation necessary for 16'x40' shelter on TIA/EIA-222-F normal soil conditions.
2. Construct a foundation necessary for a 100KW external generator and 500-gallon fuel tank on TIA/EIA-222-F normal soil conditions.
3. Supply and install one (1) prefabricated 16'x40' concrete shelter.
4. Supply and install a 100KW external diesel generator located within 20' of the Automatic Transfer Switch (ATS) including interconnection wiring between the generator, transfer switch and site electrical service mains.
5. Supply and install a 500-gallon diesel sub-base fuel tank, fill it with fuel and connect to generator.
6. Supply and install a fuel tank monitor on the tank to monitor low fuel in the tank and run alarm wiring to the building located within 50 feet of the tank.
7. Coordinate the installation of electrical service to the site.

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8. Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility pole located within 50 cable feet of the shelter.
9. Conduct (1) three point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of the City of Stamford.
10. Supply and install one free standing 24-inches wide cable/ice bridge from tower to the shelter (up to 20 linear feet).

Tower Work

1. Construct the tower foundation for the base of a monopole tower, including excavation, rebar and concrete (not to exceed 48 cubic yards). Tower foundation size is based on TIA/EIA-222-F normal soil conditions. Rock coring, extensive dewatering of foundation or hazardous material removal has not been included and will be considered extra.
2. Erect new 190' monopole tower.

Antenna and Transmission Line Installation

1. Install (2) antennas for the RF system.
2. Install (1) GPS antenna.
3. Install (1) tower top amplifier.
4. Install 250 linear feet of 3/8 inch transmission line.
5. Install 220 linear feet of 7/8 inch transmission line.
6. Install 400 linear feet of 1-1/4 inch transmission line.
7. Perform sweep tests on all transmission lines.
8. Provide and install six-hole hanger blocks and attachment hardware for supporting transmission lines on the antenna support structure every three feet.
9. Supply and install (1) ground buss bar at the bottom of antenna support structure for grounding RF cables before they make horizontal transition.

Harris Microwave Responsibilities (Motorola Subcontractor)

1. Perform frequency coordination, FCC license preparation and submittal, transmission engineering and path study.
2. Provide and install Point to Point Radios in a 7-ft rack, including all 11 GHz antennas, cable assemblies, waveguides, and dehydrators.
3. Provide and install in the above referenced 7-ft rack the loop system microwave radios with all pertinent equipment.
4. Align and test each hop in the system, including all local alarm and control points, and submit the appropriate documentation.



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1. Asset tag fixed network equipment with asset tags provided by City.
2. Enter inventory of equipment into new asset software database. Fixed equipment will be tagged to the Field Replacement Unit (FRU) level. For instance, each board in a field replaceable piece of equipment will be tagged however; units which are not field replaceable will be tagged as one unit.
1. Install the following equipment in three (3) 7-1/2 foot racks:
 - A. One (1) MZC 5000 Redundant Zone Controller
 - B. One (1) MZC 5000 Field Replacement Unit (FRU)
 - C. One (1) Zone Database Server
 - D. One (1) UCS Server
 - E. One (1) Data Collection Device Server (DCD)
 - F. One (1) Enterprise LAN Switch with two (2) Multi-protocol WAN Gateway Routers
 - G. Four (4) HP Procure Switches
 - H. Four (4) Domain Control Servers
 - I. Four (4) MNR S6000 Routers
 - J. Three (3) MNR S2500 Routers
 - K. Four (4) HP Procure 2626 24-Port Switches
 - L. One (1) Archiving Interface Server (AIS)
 - M. One (1) NICB log Radio Traffic Logging Server
 - N. One (1) Packet Data Gateway
 - O. One (1) Peripheral Router
 - P. One (1) Intrusion Detection Server
 - Q. One (1) Security Server
 - R. One (1) Firewall Appliance
 - S. One (1) Border Router
5. Install the following equipment in six (6) 7-1/2 foot racks:
 - A. One (1) GCP 8000 Redundant Simulcast Controller
 - B. Ten (10) ASTRO-TAC 9600 Comparator's with 48 Volt converters
 - C. One (1) TENSr Channel Bank with redundancy
 - D. Two (2) S6000 Multiport LAN-WAN Routers
 - E. Four (4) S6000 4-Port ULTRA WAN Routers
 - F. BLTK 48 Volt DC Power Systems
 - G. Two (2) Celwave 6 Port Combiners
 - H. One (1) Multicoupler Control Unit
 - I. One (1) MOSCAD SDM 3000
 - J. One (1) TENSr Channel Bank
 - K. One (1) S2500 Multi-Protocol WAN Router
 - L. One (1) S2500 Router T1/B1 Daughter Board
 - M. Two (2) HP Procure Switches

Northeastern Communications Responsibilities (Motorola Subcontractor)

3. Install the following equipment in two (2) 7-1/2 foot racks:
 - A. Ten (10) GTR 8000 Base Radios
4. Provide and Install Video Surveillance/Motion Detection system components.

NICE Recording Inc. Responsibilities (Motorola Subcontractor)

1. Assign Project Manager to work with Motorola to schedule and implement recording solution.
2. Pre-installation site inspection including a review with customer of customer-required items. Confirming that these items are present and installed.
3. Provide Installation Team for installing recording solution on a date agreed to my NICE, Motorola, and Stamford.
4. Test, configure and install digital VoIP recording solution for Motorola ASTRO system. Digital recording solution must reside within 25 cable feet of the radio termination point.
5. Test, configure and install analog recording solution (Back up Center) for end user phone system and 4-wire radio feeds. Analog recording solution must reside within 1,000 cable feet of the phone/radio termination point.
6. Provide necessary cabling from the pre-determined demarcation point to the NICE recording solution.
7. Run complete system test.

C-3.19.6 Communications Site Video Surveillance / Motion Detection

System Overview

The system contains a network of IP capable, vandal resistant outdoor camera domes mounted at each site. The video and alarm data from these cameras are routed to a central IP capable digital video recorder (DVR) which archives the video and generates alarm outputs on motion. These alarm outputs are buffered at a relay panel and sent to the MOSCAD fault management system as environmental alarms for each site. A network workstation is provided at the dispatch center at Washington Boulevard to view the live video feeds or archived video recording.

Stirling Farms Golf Course Site

This is the master site of the communications system and is also the master site for the video surveillance system. This is an outdoor building requiring perimeter monitoring of all sides. Eight Panasonic WV-NW474S cameras are proposed, two on each corner of the building to monitor the interior perimeter of the area inside the security fencing. The cameras will be oriented in such a way to provide



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unobstructed views, where possible of the interior of the security perimeter. The motion detecting ability of each camera will send an alarm signal to the DVR equipment also located at this site. The DVR will send an alarm signal to the MOSCAD fault management system. Motion areas can be configured on each camera to filter out areas of view where motion is acceptable (i.e. portions of the frame where the area outside the security fencing may be visible and where motion is allowed). While these cameras can operate to 0.2 lux in black and white mode, infrared lighting will also be installed to illuminate the perimeter at night allowing the cameras to "see in the dark". Each camera will also be equipped with a heater unit to control condensation on the inside of the camera dome.

Also located at the Sterling Farms site will the Panasonic WJ-ND300 Digital Video Recorder. As the heart of the system, this unit will take feeds from the eight IP cameras at the Golf Course Site as well as the three cameras at the entrances to Long Ridge, Greenwich and Landmark building sites and monitor them for alarms. If the cameras send in a motion alarm, the DVR will generate the alarms to the MOSCAD system as well as begin recording for a pre-determined amount of time. The DVR features a web-browser based monitoring and playback utility which will be accessible from the workstation provided at the Washington Boulevard dispatch center.

The connections to each site will be handled through the communications system microwave network. A T1 to each site including the Washington Boulevard dispatch center, terminating at Sterling Farms will be dedicated to the video surveillance system. Ethernet to T1 bridges will be used to construct the dedicated Ethernet LAN for the video surveillance and motion detecting system.

By interfacing the camera alarms to the MOSCAD fault monitoring system, the alarming for the surveillance and motion detecting system is transported via alternate means giving an additional layer of fault management to the surveillance system.

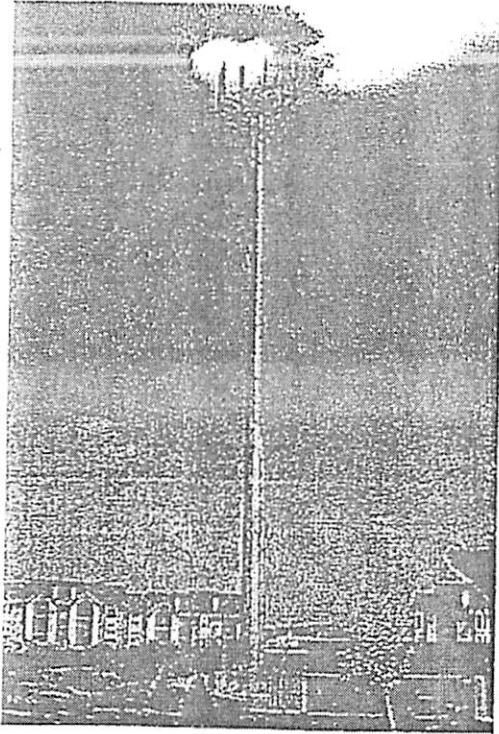
Long Ridge, Greenwich and Landmark Sites

These sites require motion detection and surveillance at the site entry door only. A single Panasonic WV-NW474S camera and single Infrared illuminator will be installed to monitor the door at each site. The camera signals will be transported via microwave back to the Sterling Farms site for processing by the DVR.

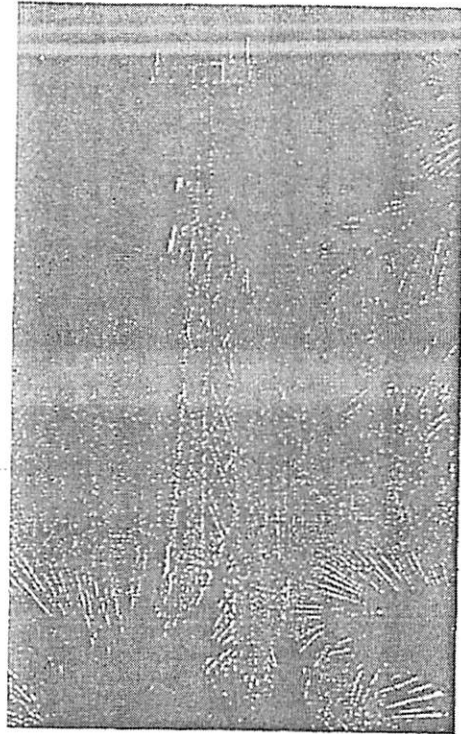
Washington Boulevard Dispatch Center

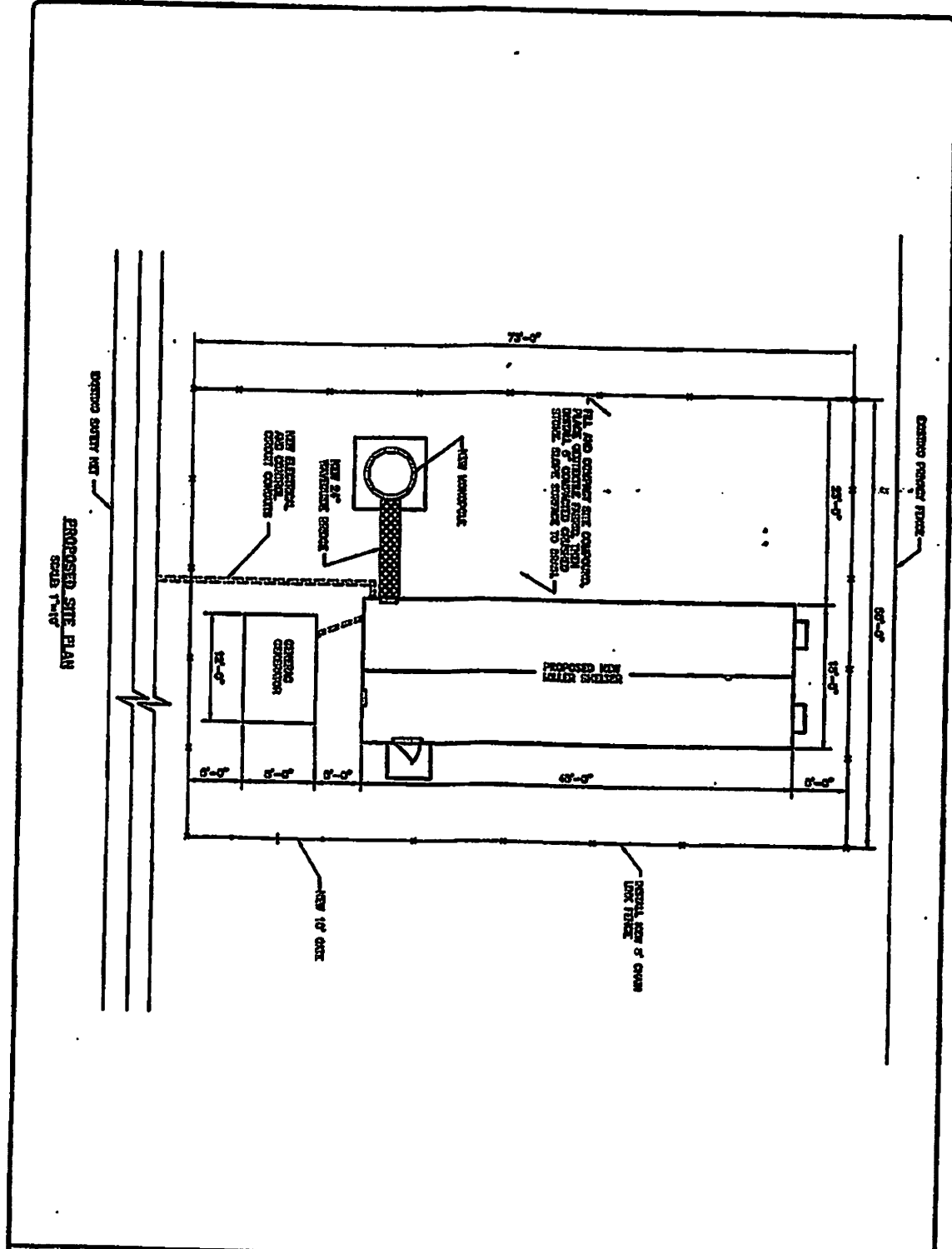
A single workstation with 20" wide screen LCD monitor will be provided for access to the video surveillance/motion detecting system. Limited administrative on DVR operation will be provided to the end user. Additional training can be rolled into a general system operation training, or provided on a "train-the-trainer" basis for an additional cost.

Monopole



U-Series Self Support





PROPOSED SITE PLAN
SCALE 1"=10'

VERTICAL STRUCTURES INC. 1000 W. MAIN ST. STAMFORD, CT 06904 (203) 353-1100		PROJECT NO. DRAWING NO. DATE
MOTOROLA 14 BROADWAY 2ND FLOOR NEW YORK, NY 10038 (212) 512-2000 (212) 512-2001		CLIENT PROJECT LOCATION
PROPOSED SITE PLAN STERLING PARKING G.C. STAMFORD, CT		SHEET NO. TOTAL SHEETS
DATE: 11/08 DRAWN BY: [] CHECKED BY: [] APPROVED BY: []	SCALE: 1"=10' SHEET NO.: A TOTAL SHEETS: 04	PROJECT NO.: [] DRAWING NO.: [] DATE: []