

**LAZ PARKING LTD, LLC
One Financial Plaza
Hartford, Connecticut 06103**

May 12, 2021

Andrew Baklik
Chief of Staff
City of Derby
1 Elizabeth Street
Derby, CT 06418

Re: Proposed Management Agreement

Dear Drew:

This letter will set forth the basic terms and conditions of a proposal regarding a Management Agreement to be entered into by and between the City of Derby (the "Owner") and LAZ Parking Ltd, LLC (the "Operator") relative to the management of a City parking garage and On-street meters (the "Parking Facilities")

1. **Garage and Meters.** The garage contains approximately 300 spaces parking spaces. The on-street system contains approximately 130 metered spaces.
2. **Management Agreement:** Pursuant to the terms and conditions of a proposed Management Agreement to be agreed to between the Owner and Operator, the Operator shall provide technology management services, ticket management system management, and ticket collections and processing services as outlined in the presentation made to the BOA on April 22, 2021 and attached hereto. The Owner shall be responsible for all normal and customary day-to-day operations of the Parking Facilities including, but not limited to: providing all labor, supplies cleaning (pressure washing/sweeping), snow removal, sign maintenance, telephone/internet service, remote monitoring equipment and equipment maintenance. Owner shall be obligated to provide for structural maintenance, elevator maintenance, payment of real estate taxes, and payment of utilities.
3. **Insurance.** If required, Operator shall provide any insurance required for the implementation of its services. Owner shall provide liability insurance on elevators in the Garage and shall provide fire and extended coverage insurance covering the Garage and the equipment contained therein.
4. **Management Fee.** The Operator shall be paid Management Fees to be determined as follows:

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Technology Management Fee	\$2,500	one-time start-up fee
	\$600	monthly
Ticket Management System Management Collections & Processing Services	\$775	per month

5. **Term of Management Agreement.** The term of the Management Agreement shall be for **, however, either party shall have the right to terminate the Management Agreement upon sixty (60) days' advance notice. **06-14-2021 to 06-30-2022.

6. **Agreement Not to Negotiate.** For a period of thirty (30) days from the execution and delivery of this letter, in order for Owner and Operator to establish a mutually acceptable Management Agreement, neither the Owner, nor its members, managers, affiliates, employees, agents, brokers or other representatives shall negotiate or enter into any agreement or understanding with any other party concerning management of the Parking Facilities.

7. **Fees and Expenses.** Whether or not the transactions contemplated by this letter are ever consummated, the Operator shall be responsible for all its fees and expenses, including all fees of attorneys and accountants incurred by Operator in connection with the transactions contemplated herein, including, but not limited to the negotiation, preparation and execution of this letter. The Owner shall be responsible for all fees and expenses, including all fees of attorneys and accountants incurred by the Owner in connection with the transactions contemplated herein, including, but not limited to the negotiation, preparation, and execution of this letter. Each party represents and warrants that there are and will be no claims for brokerage commissions or finder's fees in connection with the transactions contemplated by this letter and each party shall indemnify and hold the other party harmless with respect to the fees or commissions of any such broker or finder with whom such party has dealt or is dealing.

8. **Termination.** . If the Owner and Operator are unsuccessful in negotiating and executing a definitive Management Agreement within 30 days of execution of this Letter of Intent, then either Party upon written notice to the other may terminate and cancel this agreement and thereafter neither party shall have any further obligation to the other.

9. **Non-Binding Agreement.** It is understood that this letter is intended and shall be construed to be only a letter of intent summarizing and evidencing the parties' discussions to date and that the respective obligations of the parties remain to be defined in the Management Agreement, into which this letter and all prior discussions and negotiations shall merge. Notwithstanding the foregoing, upon the execution of this letter of intent by both parties, the respective obligations of the parties under Paragraphs 6, 7, 8 and 9, shall be binding upon the parties.

If the foregoing proposal meets with your approval, please sign and return this letter.

Thank you.

Very truly yours,


2021 JUN 14 PM12:31

LAZ PARKING LTD, LLC



By: _____
Stathis Manousos

Accepted and Agreed to:
City of Derby

By: 
Richard Dziekan
Its Mayor _____

Date: June 14, 2021

Whenever any reference is made to the Public Works Department or Public Works Commissioner or Deputy in the following, the words "Public Works" all mean "Department of Administrative Services."

*parking lease
made & approved
pursuant to Section 14 of the
Court House lease dated July 6, 1984 / PRB 83-25*

ER CR

1. This lease, made and entered into the 28th day of January 1985, by and between the Derby Municipal Parking Authority, acting herein by Elmer Richter, its Chairman, duly authorized, pursuant to Section 7-204 of the Connecticut General Statutes, whose address is for the purpose of this lease, 35 Fifth Street, Derby, CT 06418, hereinafter called the LESSOR, and THE STATE OF CONNECTICUT, acting herein with the approval of its Attorney General, by Elisha C. Freedman, its Public Works Commissioner, pursuant to the provisions of Section 4-128 of the General Statutes of Connecticut, as amended, hereinafter called the LESSEE.

ER ER

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. LESSOR hereby leases unto LESSEE a portion of the premises situated at the Corner of Elizabeth Street and Thompson Place in the Town of Derby, County of New Haven and State of Connecticut, more particularly bounded and described, viz:
a total of ninety (90) reserved parking spaces.

Together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises shared in common with other tenants and; together with the improvements; fixtures, equipment and facilities of the LESSOR now located or to be located on said premises.

3(a) To have and to hold the said premises with their appurtenances for the term of twenty years (20) beginning on the same date of commencement of the lease of the court building and as further provided in the Agreement to Lease.

9-23-85 9/23/85-9/22/2005

4(a) The LESSEE shall pay the LESSOR the rental of Twenty-One Thousand Six Hundred and 00/100 (\$21,600.00) Dollars per year payable in equal quarterly installments of Five Thousand Four Hundred and 00/100 (\$5,400.00) Dollars by the end of each quarter. Rental for part of a quarter shall be pro-rated.

720/space/month

4(b) The terms of this lease may be extended at the option of the LESSEE for the following annual rentals:
1. twenty (20) years at \$21,600.00 per year provided notice be given in writing to the LESSOR at least ninety (90) days before the end of the original lease term or any renewal or extension term thereof, but otherwise on the same terms and conditions.

PRB 05-148

5. The LESSOR shall furnish to the LESSEE and pay for under the terms of this lease, as part of the rental consideration the following: sanding, snow and ice removal, groundskeeping, and security.

ER CR

6. LESSOR agrees that if any rental installment shall be due and unpaid for fifteen (15) or more days after its due date such non-payment shall not constitute a default in the terms of this lease without prior thirty (30) days written notice to the Public Works Commissioner of the State of Connecticut of such non-payment.

7(a) The LESSOR shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or not, furnished by the LESSOR under this lease in good repair and tenantable condition; except in case of damage arising from the

act or negligence of the LESSEE, its agents or employees. For the purpose of so maintaining said premises and property the LESSOR may at reasonable time and with the approval of the authorized representative of the LESSEE in charge, enter and inspect the same and make any necessary repairs thereto. If the LESSOR fails to do so within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may make the necessary repairs and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease.

7(b) The LESSOR shall at all times defend, indemnify and save harmless the LESSEE and its respective officers, agents and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of the LESSEE, and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the LESSEE) caused in whole or in part by the acts, omissions, or neglect of the LESSOR..

8. The LESSEE may sublet all or any part of the parking spaces or assign this lease but shall not be relieved from any obligation under this lease by reason of any such subletting or assignment.

9. If during the term of this lease, or any extension or renewal thereof, a part only of the demised premises be taken for public use under right of eminent domain, and if the remainder in the opinion of the LESSEE is not suitable for its purposes, the LESSEE at its option, may cancel and terminate this lease; but if it shall not elect to do so, rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for, as the area taken bears to the total area prior to such taking.

10. If any building or part of the demised property becomes unfit for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE, for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion, may cancel the lease. For any period said building or any part thereof is unfit for the purposes leased, the rent shall be abated in proportion to the area determined by the LESSEE to have been rendered unavailable to the LESSEE by reason of such condition.

11. At the expiration or other determination of this lease, or any extension or renewal thereof the LESSEE will surrender the demised premises in as good condition as that existing at the time of entering upon the same under this lease except for reasonable use and wear thereof, damages by the elements, fire or other unavoidable casualties and except for any alterations or additions which may have been made by the LESSEE at LESSEE'S expense with the written consent of the LESSOR. If at the expiration or termination of this lease, the LESSEE shall holdover for any reason, the tenancy of the LESSEE thereafter shall be from month to month only and be subject to all other terms and conditions of this lease.

12. Notices from the LESSEE to the LESSOR shall be sufficient if delivered to the LESSOR or if sent by telegraph, or if placed in the

United States Mail, Certified Mail, postage prepaid, addressed to the Commissioner, Public Works Department, State Office Building Hartford, Connecticut.

13. No change in ownership, shall be binding upon the LESSEE unless and until the LESSEE has been furnished either with the original instrument evidencing such transfer or a true copy thereof.

14. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto or their agents, shall be valid or enforceable unless embodied in the provisions of this lease.

16. This agreement, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the Attorney General State of Connecticut, and signed in its behalf by its Public Works Commissioner or Deputy Public Works Commissioner and delivered to the LESSOR.

17. The contractor (Lessor) agrees and warrants that in the performance of this contract he 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, sex, 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, and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

18. The LESSOR covenants that he is well seized of the property on which the premises herein demised are situated and that said premises as constituted and for the purposes leased stand in compliance with all codes and ordinances applicable to the ownership occupancy and operation of the property on which the demised premises are situated and are a part. The LESSOR covenants he has good right to lease said premises and agrees to defend the title thereto and to reimburse and hold LESSEE harmless from all damages and expenses which LESSEE may suffer by reason of any restriction, encumbrance or defect in such title. The LESSOR will suffer and permit the tenant to occupy, possess and peacefully enjoy the demised premises without hindrance or molestation from the LESSOR or any other party or person claiming by, from or under it.

19. Lessors affidavits entitled "Statement of Financial Interest" and List of Persons who contacted Lessor to lease space for occupancy by the State of Connecticut" are incorporated hereby by reference and shall be a condition of the lease. Any false statement contained in said affidavits shall constitute a breach of the lease and would give the lessee the right to terminate the lease at any time by giving written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered

DERBY MUNICIPAL PARKING AUTHORITY

Theresa A. (Smith)
Theresa A. Smith

By Elmer E. Richter
Elmer Richter
Its Chairman Duly Authorized

Alan J. Tyma
Alan J. Tyma

STATE OF CONNECTICUT
By Elisha C. Freedman
Elisha C. Freedman Its Public
Works Commissioner Duly Authorized

Susan O'Neill
Susan O'Neill

Ruth Kevorkian
Ruth Kevorkian

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN ss. Derby

On this the 9th day of January, 1985, before me Alan J. Tyma, the undersigned officer, personally appeared, Elmer Richter of the Derby Municipal Parking Authority known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Alan J. Tyma
Alan J. Tyma
Commissioner of the Superior Court

STATE OF CONNECTICUT
COUNTY OF HARTFORD ss. Hartford, Connecticut

On this the 13th day of January, 1985, before me Constance M. Beckwith the undersigned officer, personally appeared Elisha C. Freedman of the State of Connecticut known to me to be the person described in the foregoing instrument and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Constance M. Beckwith
Constance M. Beckwith, Notary Public

My Commission Expires: 3-31-89.

APPROVAL
By: ELLIOT F. GERTSON
DEPUTY Attorney General

on 13 1985

FAX

Date 7/11/07

Number of pages including cover sheet 13

TO: Leo Mosca
City of Derby, CT.

FROM: Cesare De Feo
Company: Derby Manor Associates, LLC
P.O. Box 9005
Mt. Vernon, NY 10552
Cell # 914-777-6863
Phone 914-668-0195
Fax Phone 914-667-4774

Phone: 203-734-4044
Fax Phone: 203-734-7275

Re: Parking Garage - Lease Agreement

REMARKS: Urgent For your review Reply ASAP Please Comment

As per our phone conversation we are hereby faxing a copy of the above ref. lease.

Please call me for any questions you may have.

Thanks

Cesare De Feo

Derby Manor

LEASE

This Lease, made and entered into the 29th day of April, 1986, by and between the CITY OF DERBY, acting herein by Richard A. Grande, its Mayor, hereunto duly authorized, (hereinafter referred to as "Lessor") whose address is 35 Fifth Street, Derby, CT 06418, and STERLING ROWE APARTMENTS LIMITED PARTNERSHIP, Maurice Kenny and Martin J. Kenny General Partners, whose address for the purpose of this Lease is One Gold Street, Hartford, Connecticut, hereinafter referred to as Lessee.

RECITALS: Lessee is the owner and developer of a certain piece or parcel of land in the Town of Derby, County of New Haven, State of Connecticut known as 97-111 Third Street, Roosevelt Drive and Third Streets (hereinafter referred to as Sterling Rowe Apartments) wherein Lessee is renovating an existing structure into an apartment building. Lessee has requested of Lessor and Lessor has sought fit to grant, a Lease of part of Lessor's parking garage for the purpose of securing up sixty unassigned parking spaces for the sole purpose of Lessee's tenants using those spaces during certain hours and under the conditions which are set forth hereinafter.

WITNESSETH: The parties hereto for the consideration mentioned covenant and agree as follows:

1. Leased Premises and Term. Lessor hereby leases unto Lessee a portion of the Premises situated at the corner of Elizabeth Street and Thompson Place in the Town of Derby, County of New Haven and State of Connecticut, more particularly described in Exhibit A attached hereto; to lease up to sixty (60) parking spaces.

Together with all appurtenances thereto and all right to means of ingress into and egress out of the Leased Premises shared in common with other tenants and; together with the improvements; fixtures, equipment and facilities of the Lessor now located or to be located on said premises

To have and to hold the said premises with their appurtenances for the term of sixty (60) years, commencing on January 1, 1987 (hereinafter referred to as "Commencement Date").

2. Use. Lessor conveys a portion of the said premises and ingress and egress thereto for the parking of a total of sixty (60) motor vehicles on an unassigned basis within the said premises.

Forty (40) of those spaces would be used for parking by designated tenants of Lessee from 5:00 p.m. until 9:00 a.m., Monday through Friday. The aforementioned tenants shall also be allowed to park their motor vehicles on said premises from 5:00 p.m. Friday evening until 9:00 a.m. Monday morning. The aforementioned parkers shall hereinafter be referred to as "After Hour Parkers".

Twenty (20) of the sixty (60) parking spaces to be used by Lessee's tenants shall be eligible for use from 9:00 a.m. until 5:00 p.m., Monday through Friday, in addition to those hours that After Hours Parkers are eligible to park on said premises. These parkers shall hereinafter be referred to as "Day Time Parkers".

3. Rent: A. Lessee shall pay to Lessor in lawful money of the United States, without notice or demand, annual rentals, as set forth below, which shall be paid in advance on a quarterly basis due on or before the first day of each quarter (January 1st, April 1st, July 1st, October 1st).

Schedule Rents

Year 1	(January 1, 1987 - December 31, 1987)	\$3,000.00
Years 2 - 10	(January 1, 1988 - December 31, 1997)	\$10,000.00
Years 11 - 20	(January 1, 1998 - December 31, 2007)	\$15,000.00
Years 21 - 30	(January 1, 2008 - December 31, 2017)	\$20,000.00
Years 31 - 60	(January 1, 2018 - December 31, 2047)	Fair Market Value To Be Negotiated

20.84
- 375,000-14
27.77

4. Option. Provided Lessee is not in default hereunder, Lessee shall have the option to extend the term of this Lease under the same terms and conditions for a period of twenty (20) years at the then Market Rate for Daytime and After Hours parking; except that the Lease as so extended shall not contain this option to further extend. The parties agree to negotiate the amount in good faith. This option shall be exercised by Lessee's written notice to Lessor.

5. Conditions of Premises. The Lessor shall maintain the Leased Premises, including the building and any and all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition; except in case of damage arising from the act or negligence of the Lessee, its agents or employees.

6. Operating Costs. The Lessor shall furnish to the Lessee and pay for under the terms of this Lease, as part of the rental consideration, the following: sanding, snow and ice removal, groundskeeping and security.

7. Insurance. Lessor shall keep and maintain, at its expense or cause to be kept and maintained the following insurance coverages: All Risk Property Insurance including protection against, but not limited to, the following extended perils: fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion and aircraft, vehicles, smoke, sprinkler and pipe leakage, steam leakage, vandalism, malicious mischief, collapse and earthquake, in an amount sufficient to prevent it from being a co-insurer within the terms of the policy or policies in question but in no event less than eighty percent (80%) of the replacement cost.

Lessor shall carry comprehensive public liability insurance covering claims for bodily injury, personal injury and/or property damage occurring in, upon or about the Leased Premises.

Lessor shall provide Lessee with copies of the above-referenced insurance policies or certificates, bearing notations evidencing the payments of premiums or accompanied by other evidence of such payment.

Lessee will provide public liability insurance in a coverage amount not less than One Million (\$1,000,000.) Dollars on the Leased Premises which insurance will solely be in place for the protection of its tenants parking within the Leased Premises. Lessor shall be named as an additional insured on Lessee's policy.

Lessee shall likewise provide Lessor with policies or certificates, bearing notations evidencing the payment of premiums or accompanied by other evidence of such payment.

8. Indemnification. Lessee shall use due care in its exercise of rights granted under the Lease. Lessee hereby agrees to indemnify and hold Lessor, its agents and employees harmless from and against any and all losses, damages, claims, expenses, fees, penalties, suits, demands, causes of action of every kind or nature arising out of or in any way connected with Lessee's use and occupancy of the Leased Premises, provided that the above actions or events are not due to gross negligence caused by Lessor, its agents or employees.

9. Damage or Destruction. If any part of the building within the Leased Premises used by Lessee becomes unfit for use for the purposes leased, the Lessor shall put the same in satisfactory condition as determined by the Lessee, for the purposes leased. If for any period, the said building, or any part thereof, is unfit for the purposes Leased, the rent shall be abated in proportion to the spaces lost by the Lessee by reason of such condition. Lessor and Lessee agree that if the Leased Premises are damaged or destroyed by fire or other casualty, Lessee shall have the right, at its sole option, to terminate this Lease, provided a substantial portion of the Leased Premises is rendered unusable for the parking and storage of motor vehicles for a period of at least six (6) months from the date of damage or destruction. Lessor agrees to provide its best efforts to assist Lessee in providing an alternative parking location for Lessee's tenants in the event of substantial damage or destruction.

10. Rules and Regulations.

A. After Hour Parkers shall be given a sticker to be displayed in the left hand corner of Lessee's tenant's front windshield. Day Time Parkers of Lessee shall be given a different sticker to be displayed in the left hand corner of their front windshields. The colors and design of Day Time and After Hours identity stickers will change each calendar year during the term of this Lease. Those After Hour Parkers who leave the Leased Premises after 9:00 a.m., Monday through Friday, are required to pay the garage attendants the amount due from the time the garage opened for business that day until the time of departure. Any After Hour Parker who has not removed his car from the Leased Premises by 12:00 P.M. Monday through Friday shall be issued a Five (\$5.00) Dollar ticket by the Lessor. Should said car remain within the Leased Premises until 2:00 P.M. it shall be towed by the Lessor, its agents or assigns.

Lessor shall provide Lessee with notice of such overtime parking within two hours of ticketing. This shall be done by telephoning Lessor at its Hartford office (203) 241-0356 or such other number provided by Lessee to Lessor.

Lessee shall pay for up to seven nights of storage for the car of any After Hour Parker which is towed out of the Municipal Garage.

Lessee shall pay the Lessor for any of the above costs within three days of written notice sent to Lessor at the address provided in Section 13. Should Lessee fail to make such payments, Lessor may adjust the next quarterly rental payment to reflect the unpaid costs, together with 18% interest on the cost. Said interest shall begin to accrue on the fourth day after Lessor sends written notice.

B. Lessee shall provide Lessor, on a monthly basis, with a complete list of those motor vehicles owned by tenants of Lessee that are eligible to park in the Leased Premises for the next month in accordance with said Lease. Such list shall specifically list the tenant's name, motor vehicle make, model, year of model, color, license plate and designated status (After Hour or Day Time Parker). List shall also notify Lessor of any motor vehicles which are no longer eligible to park in the garage under the terms of this Lease. Not more than forty (40) After Hour motor vehicles may be listed on the tenant roster supplied to Lessor by Lessee. Day Time motor vehicles listed on the tenant roster shall not exceed twenty.

C. If in any lease year during the term of this lease, actual monthly usage by Lessee is less than sixty (60) spaces per month (720 per annum) then the rental schedule in Section 3 shall be prorated by the following computation. The rent due shall be determined as follows:

- (1) Add the total amount of spaces used during each month of the lease year (as provided by Lessee's monthly tenant roster); and
- (2) Divide the sum in (1) by 720 (60 spaces x 12 months) to get the percentage; and
- (3) Multiply the then scheduled rent shown in Section 3 by the percentage derived at in (2); and
- (4) The resulting figure would be the Adjusted Scheduled Rent which shall be paid as further described in Section 3.

D. At any time, and subject to other rights under this Lease, Lessor and Lessee shall mutually have the right to promulgate, after at least ten (10) days prior notice to the other, such additional reasonable rules and regulations relating to Lessee's use of the Leased Premises, as they may deem appropriate and for its best interests. If either party shall object in writing to any such rule and regulation by notice to the other prior to the effective date thereof, Lessor and Lessee shall endeavor in good faith to resolve the objection.

11. Default. If Lessee is in default in the payment of any rental installment due hereunder for a period more than fifteen days after the same has fallen due or has failed to fulfill any of Lessee's other obligations hereunder after twenty (20) days notice from Lessor, Lessor at its option shall have the right to cancel this Lease by written notification to Lessee and upon such notification Lessor shall have the right to bar ingress of motor vehicles using the Leased Premises through Lessee or any of its tenants.

12. Assignment. Lessee shall have the right to assign this Lease, subject to the approval of Lessor which shall not be unreasonably withheld, to any transferee of the premises known as Sterling Rowe Apartments, Derby, Connecticut, and such assignee shall have all the rights and privileges of the Lessee hereunder and shall by the assignment, assume all of the liabilities and obligations of the Lessee hereunder. This Lease shall be binding on the parties, their legal representatives, successors and assigns.

13. Notices. Any notices required to be sent hereunder shall be sent certified mail, return receipt requested, to the parties at the following addressed or to such other addresses as each party shall determine by notification to the other

LESSEE: Sterling Rowe Apartments Limited Partnership
Martin J. Kenny, General Partner
Bushnell Tower, One Gold Street
Hartford, CT 06103
(203) 241-0356

LESSOR: City of Derby
c/o Derby City Clerk
City Hall
35 Fifth Street
Derby, CT 06418

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

Signed, sealed and delivered in the presence of:

STERLING ROWE APARTMENTS LIMITED PARTNERSHIP

Wanda J. Seauquard
Devi L. Delaripa

By Martin J. Kenny
Martin J. Kenny
General Partner

James M. Robinson
James M. Robinson

CITY OF DERBY
By Richard A. Biele Mayor
Its Duly Authorized
Officer

STATE OF CONNECTICUT)
)
 COUNTY OF HARTFORD) ss. *Hartford*, *April 11*, 1986

Personally appeared MARTIN J. KENNY, General Partner of Sterling Rowe Apartments Limited Partnership, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such General Partner, before me.

Deis R. Delaney

 Notary Public

STATE OF CONNECTICUT)
)
 COUNTY OF HARTFORD) ss. *City of Derby*, *April 29*, 1986

Personally appeared *Richard G. Grande, Mayor* a duly authorized officer of the City of Derby, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such officer, before me.

Paul Dinice

 Notary Public

PAUL DINICE
 NOTARY PUBLIC, Derby, CT
 My Commission Expires March 31, 1989

EXHIBIT "A"

NORTHERLY by Thompson Place;

NORTHEASTERLY by a curved line at the intersection of Thompson Place and Elizabeth Street;

EASTERLY by Elizabeth Street, 164 feet, more or less;

SOUTHERLY by the northerly face of the building of other land of the City of Derby to be conveyed to Donald Buddenhagen, 108.90 feet;

EASTERLY again, by the westerly face of the building of other land of the City of Derby to be conveyed to Donald Buddenhagen, 0.81 feet;

SOUTHERLY again, by other land of the City of Derby to be conveyed to Donald Buddenhagen, being the southerly face of the building structure on the land herein described, 92.83 feet

WESTERLY by Olivia Street;

NORTHWESTERLY by a curved line at the intersection of Olivia Street and Thompson Place.

AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE, made and entered into as of the day of February 3, 1987, by and between the CITY OF DERBY, acting hereby by Richard A. Grande, its Mayor, hereunto duly authorized (hereinafter referred to as "Lessor"), whose address is 35 Fifth Street, Derby, Connecticut 06418 and STERLING ROWE APARTMENTS LIMITED PARTNERSHIP, Maurice Kenny and Martin J. Kenny, General Partners, whose business address is One Gold Street, Hartford, Connecticut 06103 (hereinafter referred to as "Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee entered into a certain lease agreement (hereinafter referred to as "Lease") dated and executed as of the 29th day of April, 1986, concerning the lease of certain unassigned parking spaces in the Derby Municipal Parking Garage property, further described in Exhibit A attached hereto; and

WHEREAS, the Lease is still in full force and effect; and

WHEREAS, Lessor and Lessee desire to amend the Lease in the manner and particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed that:

1. Section 3, A. of the Lease is deleted in its entirety and the following is substituted therefore:

"3. Rent" A. Lessee shall pay to Lessor in lawful money of the United States, without notice or demand, annual rentals, as set forth below, which shall be paid on a quarterly basis due on or before the first day of each quarter (January 1st, April 1st, July 1st, October 1st)

Schedule Rents

Year 1 (August 1, 1987 - July 31, 1988)	\$ 3,000.00
Years 2 - 10 (August 1, 1988 - July 31, 1998)	10,000.00
Years 11 - 20 (August 1, 1998 - July 31, 2008)	15,000.00
Years 21 - 30 (August 1, 2008 - July 31, 2018)	20,000.00
Years 31 - 60 (August 1, 2018 - December 2018)	Fair market value to be negotiated

2. Except as hereinabove expressly amended, the terms and provisions of the Lease remain in full force and effect, and the same are expressly ratified.

3. These Presents shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have respectively signed and sealed this Amendment of Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Dorinda J. Manganaro
Deirdre L. McLaughlin

Joseph L. Manganaro
Deirdre L. McLaughlin

STERLING ROWE APARTMENTS
LIMITED PARTNERSHIP

BY Martin J. Kenny
Martin J. Kenny
General Partner

CITY OF DERRY

BY Richard A. Grande
Richard A. Grande, Mayor
Hereunto duly authorized

STATE OF CONNECTICUT)
 : ss. *Hartford* , *February 13* , 1986
 COUNTY OF HARTFORD)

Personally appeared MARTIN J. KENNY, General Partner of Sterling Rowe Apartments Limited Partnership, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as such General Partner, before me.

Dois L. Delaney

 Notary Public
 3/3/87

STATE OF CONNECTICUT)
 : ss. *Derby* , *February 11* , 1987
 COUNTY OF NEW HAVEN)

Personally appeared RICHARD A. GRANDE, MAYOR, a duly authorized officer of the CITY OF DERBY, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Francis A. Teodosio

 FRANCIS A. TEODOSIO, COMMISSIONER OF
 THE SUPERIOR COURT



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS



August 24, 2005

VIA CERTIFIED MAIL

James T. Fleming
Commissioner

Mayor Marc J. Garofalo, Acting Chairman
Derby Municipal Parking Authority
35 Fifth Street
Derby, CT 06418

Re: Lease by and between Derby Municipal Parking Authority, as Lessor, and State of Connecticut Department of Administrative Services, predecessor-in-interest to Department of Public Works, as Lessee, dated January 28, 1985 (the "Lease"): 90 Parking Spaces, Parking Garage, Thompson and Elizabeth Streets, Derby, Connecticut

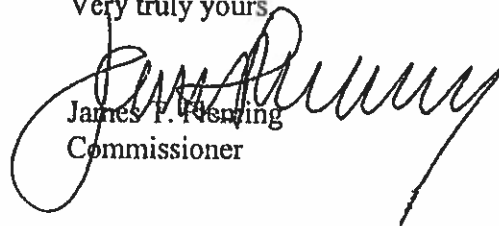
Dear Mayor Garofalo:

This letter confirm that pursuant to Section 4(b) of the referenced lease, the State's lease renewal option was exercised and in full force and effect under the terms and conditions stated in the lease. Attached is a copy of the letter forwarded to your offices prior to the notice date. This notice was subsequently faxed to Ann in your office on June 29, 2005 and your Counsel, Attorney Buturla on July 12, 2005. On numerous occasions we have attempted to receive acknowledgement from your office and/or counsel of the notice, with no success. We were initially told that due to your recent move into the new Town Hall that the original correspondence was misplaced.

The renewal term shall commence September 23, 2005 and expire September 22, 2025, and shall be on the same terms and conditions as contained in the Lease.

Should you have any questions, please do not hesitate to contact me.

Very truly yours



James T. Fleming
Commissioner

cc. Hon. Joseph H. Pellegrino
Jonathan Holmes, DPW Deputy Commissioner
Raeanne Curtis, DPW Chief of Staff
City of Derby Corporation Counsel
Shane Mallory, DPW, Administrator, Leasing and Property Transfer
Susan P. Amenta, Supervisor, Leasing
William A. Falletti, Property Agent II



DEPARTMENT OF PUBLIC WORKS



May 20, 2005

James T. Fleming
Commissioner

VIA CERTIFIED MAIL

Mayor Marc J. Garofalo, Acting Chairman
Derby Municipal Parking Authority
35 Fifth Street
Derby, CT 06418

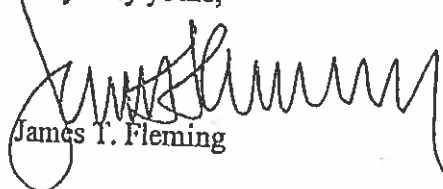
Re: Lease by and between Derby Municipal Parking Authority, as Lessor,
and State of Connecticut Department of Administrative Services,
predecessor-in-interest to Department of Public Works, as Lessee, dated
January 28, 1985 (the "Lease"): 90 Parking Spaces, Parking Garage,
Thompson and Elizabeth Streets, Derby, Connecticut

Dear Mayor Garofalo:

I am writing in anticipation of the expiration of the term of the Lease on
September 22, 2005. This letter shall serve as notice pursuant to Section 4(b) of the
Lease that the Department of Public Works wishes to exercise its option to renew the
Lease for an additional twenty (20) year term. The renewal term shall commence
September 23, 2005 and expire September 22, 2025, and shall be on the same terms and
conditions as contained in the Lease.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,


James T. Fleming

cc. Hon. Joseph H. Pellegrino
City of Derby Corporation Counsel
Shane Mallory, DPW, Administrator, Leasing and Property Transfer
Susan P. Amenta, Supervisor, Leasing
William A. Falletti, Property Agent II

STATE OF CONNECTICUT

★ Thank You for Sharing Your Idea ★

Please send your ideas to: *Employees' Suggestion Awards Program, 165 Capitol Ave., Hartford, 06106.*

Interdepartment Message

STO-201 REV. 11/81 STATE OF CONNECTICUT
(Stock No. 6938-051-01)

SAVE TIME: *Handwritten messages are acceptable.*
Use carbon if you really need a copy. If typewritten, ignore faint lines.

To	NAME Joseph Camilleri	TITLE Director, Financial Services	DATE October 15, 1985
	AGENCY Judicial Department	ADDRESS	
From	NAME Raymond J. Johns	TITLE Leasing Supervisor	TELEPHONE 4260
	AGENCY D.A.S. - Bureau of Public Works	ADDRESS	
SUBJECT LEASE AND RENT ACCOUNT CONTROL CARD -			

AGENCY: Judicial Department.

LOCATION: Corner of Elizabeth Street and Thompson Place, Derby, CT.

LESSOR: Derby Municipal Parking Authority

Enclosed is a copy of the above-captioned lease together with the Comptroller's copy and the Lease and Rent Account Control card.

Please complete the Lease and the Rent Account Control card in accordance with the Office of the Comptroller's Memorandum No. 84-37 dated June 20, 1984 and forward it to the Comptroller along with their copy of the lease.

Raymond J. Johns

RJJohns/jf
cc: Lease File
John Nachvly

Whenever any reference is made to the Public Works Department or Public Works Commissioner or Deputy in the following lease, the words "Public Works" shall mean "Department of Administrative Services."

1. This lease, made and entered into the 28th day of January 1985, by and between the Derby Municipal Parking Authority, acting herein by Elmer Richter, its Chairman, duly authorized, pursuant to Section 7-204 of the Connecticut General Statutes, whose address is for the purpose of this lease, 35 Fifth Street, Derby, CT 06418, hereinafter called the LESSOR, and THE STATE OF CONNECTICUT, acting herein with the approval of its Attorney General, by Elisha C. Freedman, its Public Works Commissioner, pursuant to the provisions of Section 4-128 of the General Statutes of Connecticut, as amended, hereinafter called the LESSEE.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. LESSOR hereby leases unto LESSEE a portion of the premises situated at the Corner of Elizabeth Street and Thompson Place in the Town of Derby, County of New Haven and State of Connecticut, more particularly bounded and described, viz:
a total of ninety (90) reserved parking spaces.

Together with all appurtenances thereto and all right to means of ingress into and egress out of the leased premises shared in common with other tenants and; together with the improvements; fixtures, equipment and facilities of the LESSOR now located or to be located on said premises.

3(a) To have and to hold the said premises with their appurtenances for the term of twenty years (20) beginning on the same date of commencement of the lease of the court building and as further provided in the Agreement to Lease.

4(a) The LESSEE shall pay the LESSOR the rental of Twenty-One Thousand Six Hundred and 00/100 (\$21,600.00) Dollars per year payable in equal quarterly installments of Five Thousand Four Hundred and 00/100 (\$5,400.00) Dollars by the end of each quarter. Rental for part of a quarter shall be pro-rated.

4(b) The terms of this lease may be extended at the option of the LESSEE for the following annual rentals:
1. twenty (20) years at \$21,600.00

act or negligence of the LESSEE, its agents or employees. For the purpose of so maintaining said premises and property the LESSOR may at reasonable time and with the approval of the authorized representative of the LESSEE in charge, enter and inspect the same and make any necessary repairs thereto. If the LESSOR fails to do so within a reasonable time after notice from the LESSEE, the LESSEE in its discretion and without further notice may make the necessary repairs and deduct the cost thereof and expenses connected therewith from rents due or to become due under the terms of this lease.

7(b) The LESSOR shall at all times defend, indemnify and save harmless the LESSEE and its respective officers, agents and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of the LESSEE, and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the LESSEE) caused in whole or in part by the acts, omissions, or neglect of the LESSOR..

8. The LESSEE may sublet all or any part of the parking spaces or assign this lease but shall not be relieved from any obligation under this lease by reason of any such subletting or assignment.

9. If during the term of this lease, or any extension or renewal thereof, a part only of the demised premises be taken for public use under right of eminent domain, and if the remainder in the opinion of the LESSEE is not suitable for its purposes, the LESSEE at its option, may cancel and terminate this lease; but if it shall not elect to do so, rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for, as the area taken bears to the total area prior to such taking.

10. If any building or part of the demised property becomes unfit for use for the purposes leased, the LESSOR shall put the same in satisfactory condition as determined by the LESSEE, for the purposes leased. If the LESSOR does not do so or fails to do so with reasonable diligence, the LESSEE, in its discretion, may cancel the lease. For any period said building or any part thereof is unfit for the purposes leased the rent

United States Mail, Certified Mail, postage prepaid, addressed to the Commissioner, Public Works Department, State Office Building Hartford, Connecticut.

13. No change in ownership, shall be binding upon the LESSEE unless and until the LESSEE has been furnished either with the original instrument evidencing such transfer or a true copy thereof.

14. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto or their agents, shall be valid or enforceable unless embodied in the provisions of this lease.

16. This agreement, whatever the circumstances, shall not be binding on the LESSEE unless and until approved by the Attorney General State of Connecticut, and signed in its behalf by its Public Works Commissioner or Deputy Public Works Commissioner and delivered to the LESSOR.

17. The contractor (Lessor) agrees and warrants that in the performance of this contract he 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, sex, 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, and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

18. The LESSOR covenants that he is well seized of the property on which the premises herein demised are situated and that said premises as constituted and for the purposes leased stand in compliance with all codes and ordinances applicable to the ownership occupancy and operation of the property on which the demised premises are situated and are a part.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered

DERBY MUNICIPAL PARKING AUTHORITY

Theresa A. Smith
Theresa A. Smith

By Elmer E. Richter
Elmer Richter
Its Chairman Duly Authorized

Alan J. Tyma
Alan J. Tyma

STATE OF CONNECTICUT

By Elisha C. Freedman
Elisha C. Freedman
Works Commissioner Duly Authorized

Susan O'Neill
Susan O'Neill

Ruth Kevorkian
Ruth Kevorkian

STATE OF CONNECTICUT
COUNTY OF NEW HAVEN

ss. Derby

On this the 9th day of January, 1985, before me
Alan J. Tyma, the undersigned officer, personally
appeared, Elmer Richter, of the Derby Municipal Parking Authority
known to me to be the person described in the foregoing instrument
and acknowledged that he executed the same in the capacity therein
stated and for the purposes therein contained.

In witness whereof I hereunto set
my hand and official seal.

Alan J. Tyma
Alan J. Tyma
Commissioner of the Superior Court

Original

LICENSE AGREEMENT

AGREEMENT made as of this 12 day of July, 2007, by and between THE CITY OF DERBY, having an address 2 Thompson Place in Derby, Connecticut (hereinafter the "LICENSOR"), and **LOWER NAUGATUCK VALLEY PARENT CHILD RESOURCE CENTER, INC.**, having an address at 30 Elizabeth Street, Derby, Connecticut ATTN: Michael J. Wynne, CEO (hereinafter the "LICENSEE").

WHEREAS, LICENSOR is the owner of certain municipal parking garage located at 2 Thompson Place, Derby, Connecticut (hereinafter, the "Municipal Parking Garage"); and

WHEREAS, LICENSEE owns the third floor at 30 Elizabeth Street, Derby, Connecticut and operates a parent-child counseling and resource center there (hereinafter the "Resource Center"); and

WHEREAS, LICENSOR, acting through its Planning and Zoning Commission, has required the LICENSEE to provide written proof showing the LICENSEE has the right to park motor vehicles in 24 parking spaces in the Municipal Parking Garage as a condition of the CDD zone approval (hereinafter, the "Zone Approval Condition") for LICENSEE's Resource Center in accordance with Section 25-9(d)(6) of the Derby Zoning Regulations;

WHEREAS, LICENSEE has requested that the LICENSOR allow the LICENSEE to use 2 undesignated parking spaces situated in the Municipal Parking Garage for employee parking;

WHEREAS, LICENSOR has agreed that LICENSEE's entering into this Agreement will satisfy the Zone Approval Condition; and

WHEREAS, LICENSOR is willing to permit the LICENSEE to use 21 undesignated parking spaces in the Municipal Parking Garage on an as available basis for such purposes subject to the terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

1. **GRANT OF ACCESS:**

LICENSOR, to the full extent of LICENSOR's authority as the owner of the Municipal Parking Garage, hereby grants to LICENSEE, and its agents, contractors, employees, representatives and invitees, a limited license, terminable as set forth herein, to park passenger vehicles in the Municipal Parking Garage in 21 undesignated parking spaces on an as available basis. (the "Licensed Area"). Notwithstanding anything contained herein to the contrary, LICENSOR shall have the right, in its sole and absolute discretion, to designate the portion of the Municipal Parking Garage comprising the Licensed Area.

2. **TERM:**

The term of this License Agreement shall commence on August 1, 2007 and end on July 30, 2009 and thereafter shall be automatically extended for successive two-year periods under the terms and conditions contained herein; provided that the parties have re-negotiated and mutually agreed to a new license fee(s) for the extended term pursuant to paragraph 3 and further provided that notwithstanding anything contained herein to the contrary, LICENSOR shall have the right to terminate this Agreement in

accordance with the provisions of Article 12 by providing at least 30-days written notice to the LICENSEE of such termination to become effective as of the last day of the first full calendar month following the expiration of such 30-day notice period.

3. **FEES:**

In exchange for the right to use the Licensed Area for the initial two-year term of this Agreement the LICENSEE shall pay to the LICENSOR a license fee of Forty five DOLLARS (\$ 45.00) per month ^{(including} sales tax) for each parking space for a total of Nine Hundred Forty Five ~~\$945.00~~ per month (including sales tax) for the 21 parking spaces. Within 30 days prior to the expiration of the initial term and any two-year extension, the license fee shall be re-negotiated and if the parties fail to mutually agree to a new license fee within said 30 days, the License Agreement shall terminate at the end of the initial or extended term, as the case may be.

In the event of the non-payment of said license fees, or any installments thereof, the LICENSOR, its agents, servants and/or employees, shall have the right to terminate LICENSEE's privilege to use the Licensed Area and to take such measures as are reasonably necessary to prevent the LICENSEE from using the Licensed Area for LICENSEE's activities. The foregoing fees shall be the only fees imposed by LICENSOR for use of the Licensed Area by the LICENSOR, its agents, employees, representatives and invitees as set forth herein and that no parking fees will be charged in addition to the license fees.

4. **CONDITION OF LICENSED AREA, REPAIRS AND ALTERATIONS:**

LICENSEE has had the full opportunity to inspect the Municipal Parking Garage, and accepts the Licensed Area in its present condition, as is, where is, and with all faults, and without any representation or warranty by LICENSOR, express or implied, as to the condition of the Licensed Area or its suitability for LICENSEE's purposes. LICENSOR shall have no obligation to make any repairs or improvements to the Licensed Area.

LICENSEE shall have no responsibility or obligation to make any repairs or improvements to the Licensed Area. LICENSEE shall not make any alterations in or additions to the Licensed Area without LICENSEE's prior written consent, to be exercised by LICENSOR in its sole and absolute discretion.

5. **LIABILITY OF LICENSOR:**

The LICENSEE shall save, hold and keep the LICENSOR safe, harmless and indemnified from and against any and all claims, demands, actions, penalties, judgments, court costs, reasonable attorneys fees and liability for injuries to and death of persons and damage to and loss of property, which are in any way caused by, arise from or grow out of the LICENSEE's use of the Licensed Area.

The LICENSOR shall save, hold and keep the LICENSEE safe, harmless and indemnified from and against any and all claims, demands, actions, penalties, judgments, court costs, reasonable attorneys fees and liability for injuries to and death of persons and damage to and loss of property, which are not in any way caused by,

arise from or grow out of the LICENSEE's use of the Licensed Area, or which arise from the recklessness or willful misconduct of the LICENSOR.

6. **RULES AND REGULATIONS OF LICENSOR:**

The following rules and regulations shall be observed by the LICENSEE, its agents, servants, employees and/or invitees. Violation of any provision of these rules and regulations shall be deemed a violation of this License Agreement.

A. LICENSEE, its officers, servants, agents, employees, representatives and/or invitees shall have the right to use the Licensed Area only for its employees and business invitees parking motor vehicles in connection with the business conducted at the Resource Center.

B. LICENSEE shall promptly provide LICENSOR with the make, model, license plate number, color, and registered owner of each employee vehicle that will be parked on a regular basis in the Licensed Area. In exchange, LICENSOR will provide a 24-hour access card for each such vehicle.

C. LICENSOR shall not be responsible for any loss of, or damage to property of the LICENSEE, or LICENSEE'S INVITEES personal or otherwise, whether by theft, casualty or otherwise.

D. LICENSEE is responsible for the conduct of its agents, servants, representatives and/or employees, who happen upon the Licensed Area in furtherance of LICENSEE's activities.

E. LICENSEE shall not place, keep or store on the Licensed Area any hazardous materials.

7. **DEFAULT:**

In the event of the non-payment of any License Fee, or any installment thereof, at the time and in the manner above provided, or if the LICENSEE shall violate any term or provision of this Agreement, and LICENSEE fails to cure any such nonpayment or violation within thirty (30) days of the notice of said default to LICENSEE by LICENSOR, then this Agreement, at the option of the LICENSOR, may terminate this License Agreement. In the event of default, all fees paid in connection with this Agreement shall be forfeited to the LICENSOR. No waiver by the LICENSOR of any violation or breach of condition by the LICENSEE shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the LICENSEE before the LICENSOR shall exercise its option under this paragraph, operate to defeat the right of the LICENSOR to declare this Agreement null and void and to retain all sums paid hereunder.

8. **NOTICES:**

All notices and demands, legal or otherwise, incidental to this Agreement or the use of the Licensed Area shall be in writing. If the LICENSOR or its agents desire to give or serve upon the LICENSEE any notice or demand, it shall be sufficient to send a copy thereof, by certified mail, addressed to the LICENSEE at its address set forth above. Notices from the LICENSEE to the LICENSOR shall be sent by certified mail addressed to the LICENSOR at its address set forth above.

9. **ATTORNEY'S FEES AND EXPENSES:**

In the event that LICENSOR brings or defends a legal action involving any claim arising under this License Agreement, if LICENSOR prevails, it shall be entitled to recover, in addition to any actual damages or other relief that may be awarded, reasonable attorney's fees and costs.

10. **END OF TERM:**

Upon the expiration or other termination of the term of this Agreement, LICENSEE shall remove all of its personal property from the Licensed Area immediately.

11. **NO LEASE OR PROPERTY INTEREST:**

LICENSEE hereby acknowledges and agrees that this Agreement does not confer upon the LICENSEE, its agents, servants and/or employees, any property interest, leasehold interest, or any ownership interest in the Licensed Area.

Notwithstanding any provision to the contrary contained herein, this Agreement may be terminated by the LICENSOR in the LICENSOR's absolute discretion without reason, cause or fault on the part of the LICENSEE; provided, however, said termination, may constitute or be considered a violation of the Zone Approval Condition if LICENSEE fails to provide alternative off-site parking to be utilized in conjunction with its Resource Center which is satisfactory to Planning and Zoning Commission for the City of Derby. This Agreement shall not be assigned, conveyed or otherwise transferred to any person or entity.

12. **INTEGRATION; SEVERABILITY:**

This Agreement contains the entire agreement between the parties hereto. No representations, promises or oral agreements shall be binding upon the LICENSOR unless they are in writing and executed by the parties hereto. Any provision of this Agreement which is declared illegal may be severed from this Agreement and the entire Agreement will remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, on the date set forth below the signature of each.

THE CITY OF DERBY

By [Signature] director DPA
Its

Date: 7/12/07

LOWER NAUGATUCK VALLEY PARENT CHILD RESOURCE CENTER, INC.

By [Signature]
Michael J. Wynne
CEO

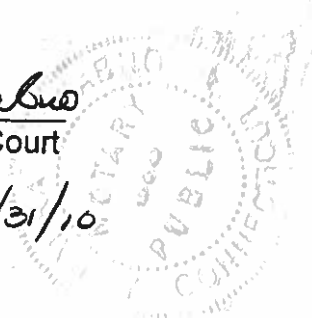
STATE OF CONNECTICUT)

COUNTY OF) ss: New Haven

7/12, 2007

Personally appeared Leo Moscato, of THE CITY OF DERBY, who acknowledged the foregoing to be his free act and deed as said officer and the free act and deed of said corporation, before me.

[Signature]
Commissioner of the Superior Court
Notary Public
My Commission Expires: 10/31/10



STATE OF CONNECTICUT)

COUNTY OF) ss: New Haven

7/12, 2007

Personally appeared Michael J. Wynne, of LOWER NAUGATUCK VALLY CHILD RESOURCE CENTER, INC., who acknowledged the foregoing to be its free act and deed as said officer and the free act and deed of said corporation, before me.

[Signature]
Commissioner of the Superior Court
Notary Public
My Commission Expires: 10/31/10

September 16, 2016

Mayor Dugatto,

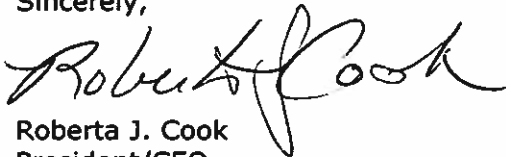
Mike Wynne and I appreciate the time you took out of your schedule to meet with us at the beginning of the month in regard to PCRC's parking arrangements. Based on our discussion I have worked with our Vice President of Finance to come up with a proposed annual payment for PCRC's use of the parking garage. The proposed annual expense to PCRC is comprised by the total projected hours worked by PCRC staff within a 12 month period times a calculated hourly rate offered to Derby residents.

From the information presented at our meeting we understand that Derby residents pay a flat fee of \$50 per month for 24/7 access to the garage. With a presumed 40 hour work week, when the vehicle is not likely in the garage, the estimated hourly rate is approximately \$0.09/hr for a single vehicle. You will see in the attachment that we have used this \$0.09/hr rate and broken down PCRC staffing to capture full-time and part-time employees working 12 months out of the year with the addition of intern hours for a period of 9 months.

As this has been an open item for some time now we will submit a payment to the City of Derby in the amount of \$6,773.44 for the period of July 1, 2015 – June 30, 2016 and \$564.45 for each month thereafter.

Enclosed is a check for \$9,031.24 which covers the period July 1, 2015 – October 1, 2016. If you have any questions related to this calculation please call Lorraine Branecky, Vice President of Finance at 203.446.9739 X. 1304

Sincerely,



Roberta J. Cook
President/CEO

Cc: Salvatore Coppola, City of Derby Finance Director

Attachments: Parking fee calculation



Real Estate Conflict of Interest Certification

Facility Name/Location
DERBY - EMPLOYEE INDOOR PKG. (081836-003)
THOMPSON PLACE, DERBY, CT 06418-9998

County: New Haven
Lease: Q90000770061

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Licensor/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, ROBERT DZIEKAM hereby certify to the Postal Service as follows:
[PRINT: name of potential Landlord/Licensor/Supplier/Contractor]

A. (Check all that apply) I am:

- (i) A Postal Service employee;
- (ii) The spouse of a Postal Service employee;
- (iii) A family member of a Postal Service employee; (Relationship) _____
- (iv) An individual residing in the same household as a Postal Service employee;
- (v) I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing or licensing space or intending to lease or license space to the Postal Service; OR
- (vi) None of the above.

B. (Complete as applicable):

- i. I have the following job with the Postal Service:
(Title) _____ (Location) _____
- ii. My spouse who works for the Postal Service holds the following job:
(Title) _____ (Location) _____
- iii. My family member who works for the Postal Service holds the following job:
(Title) _____ (Location) _____
- iv. My household member who works for the Postal Service holds the following job:
(Title) _____ (Location) _____

C. If you have checked "none of the above" and during the lease or license term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.

D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.



Ground Lease

EXECUTED BY LANDLORD this 22 day of NOV, 2023

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: DERBY MUNICIPAL PARKING AUTHORITY

Richard Dziekan MAYOR Paul [Signature]
Name + Title: CITY OF DERBY Name + Title:

Name + Title: _____ Name + Title: _____

Landlord's Address: AUTHORITY PO BOX 292
DERBY, CT 06418-0292

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX2662

[Signature] [Signature]
Witness Witness
Sonya Gode Frances Pepe

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Abby J Feinstein _____
Contracting Officer Signature of Contracting Officer

FACILITIES REAL ESTATE PO Box 27497, GREENSBORO, NC 27498-1103
Address of Contracting Officer



General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple Interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;



General Conditions to USPS Ground Lease

b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-1, *Privacy Protection* (July 2007)

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 4-2, *Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders* (July 2009)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Real Estate Conflict of Interest Certification

Facility Name/Location
DERBY - EMPLOYEE INDOOR PKG. (081836-003)
THOMPSON PLACE, DERBY, CT 06418-9998

County: New Haven
Lease: Q90000770061

Executed this 22 day of NOV, 2023

BY: [Signature]
[Insert Signature]

BY: Dziexan Richard
[PRINT: name of entity or person]

Title: MAYOR
[Insert title]

[INTERNAL USE ONLY: 1) If A(vi) 'none of the above' is selected, stop, file form with the lease/license. 2) If other items are selected, submit form to Ethics.help@usps.gov. File form and Ethics determination with the lease/license.]



General Conditions to USPS Ground Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a

August 16, 2023

COMMISSION AGREEMENT

This Agreement, made as of the last date written below, is between **DERBY MUNICIPAL PARKING AUTHORITY** ("Lessor"), and **Jones Lang LaSalle Americas, Inc.** ("Broker") as co-broker to **Jones Lang LaSalle Americas, Inc.** ("Agreement"), and confirms the terms under which Lessor will pay a real estate brokerage commission to Broker for the lease ("Lease") between Lessor and the United States Postal Service ("Tenant") of that certain real property described as:

DERBY EMPLOYEE INDOOR PKG., THOMPSON PLACE, DERBY, CT
USPS Property ID 081836-003

- 1. Lessor will pay Broker, and Broker will accept as its full and only compensation for services rendered in connection with the Lease, an agreed upon rate that is in accordance with local business practices. The Lessor and Broker have agreed upon a commission equal to:

Annual Rent	Total Rent	Commission Rate	Amount Due
\$19,200.00	\$96,000.00	4%	\$3,840.00

- 2. The commission will be earned 100% upon full execution of the Lease and will be paid within thirty (30) days of execution without further condition or contingency.
- 3. The Aggregate Lease Value will include the initial rental to be paid by Tenant on all space leased by the Tenant and any fixed annual or other periodic bumps and/or fixed annual other periodic rent escalations occurring during the initial term of the Lease. The Aggregate Lease Value will not include any rental abatement, operating expenses and/or real estate taxes, any additional amounts paid by Tenant for services over and above those furnished by Lessor as part of the Lease, and option periods and/or lease terms beyond the initial term of the Lease. In no event shall the foregoing preclude Broker from receiving a commission for any extension, renewal, expansion or additional leasing in the event Tenant has engaged Broker to represent it.
- 4. Lessor agrees that it will not modify or in any way reduce the amount of Broker's commission hereunder. If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding will reimburse the prevailing party all reasonable expenses, attorneys' fees, and disbursements. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**
- 5. This Agreement will continue to be in effect until the first anniversary of its full execution. If on the first anniversary the Lessor and Tenant are still negotiating for the Lease of the subject property, to the extent not prohibited by law, this Agreement will be automatically extended until such negotiations cease or a lease is fully executed.
- 6. This Agreement constitutes the entire agreement between Lessor and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, or withdrawal of this Agreement will be valid or binding unless made in writing and signed by both Lessor and Broker. This Agreement will be binding upon the successors and assignees of the parties.
- 7. Lessor and Broker each represents and warrants to the other that, in connection with Tenant's Lease of the subject property, it has not employed or dealt with any broker, agent, or finder other than Broker. Lessor and Broker shall each indemnify and hold the other harmless from and against any claims for brokerage fees or other commissions asserted by any broker, agent or finder employed by Lessor or Broker, respectively, or with whom Lessor or Broker, respectively, has dealt.
- 8. Lessor and Broker agree not to disclose confidential financial information on commission, or any other information having an adverse effect on the agreement and will refrain from using the information for any other purpose than that for which it was furnished. The parties agree that there may be a client fee share, if allowed by applicable law.
- 9. Each party shall be responsible to the other party only for the reasonably foreseeable direct damages caused by its breach of this Agreement and in no event will either party be liable to the other for any loss of or damage to revenues, profits, or goodwill or other special, incidental, indirect, or consequential damage of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement. In no event shall Broker's liability for damages in connection with a claim made hereunder, including any indemnification obligation arising hereunder, exceed the amount of any commission actually received by Broker under this Agreement.
- 10. Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom it signs and that this Agreement binds such party.

BROKER:

Jones Lang LaSalle Americas, Inc.

By: _____

Name and Title

Dated: _____

LESSOR:

DERBY MUNICIPAL PARKING AUTHORITY

By:  _____

RICHARD DZIEKAN **MAYOR**
Name and Title

Dated: 11-22-23



Ground Lease

**DERBY - EMPLOYEE INDOOR PKG. (081836-003)
THOMPSON PLACE, DERBY, CT 06418-9998**



Ground Lease

Facility Name/Location
DERBY - EMPLOYEE INDOOR PKG. (081836-003)
THOMPSON PLACE, DERBY, CT 06418-9998

County: New Haven
Lease: Q90000770061

This Lease made and entered into by and between DERBY MUNICIPAL PARKING AUTHORITY hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof: non-exclusive, non-reserved parking for twenty five (25) vehicles among the 310 available parking spaces.

Total Site Area: 7,500.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$19,200.00 (Sixteen Thousand Two Hundred and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:
LAZ PARKING LTD, LLC
1 ELIZABETH ST
DERBY CT 06418-0292

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:
FIXED TERM: The term becomes effective September 01, 2022 with an expiration date of August 31, 2027, for a total of 5 Years.



Addendum

Facility Name/Location
DERBY - EMPLOYEE INDOOR PKG. (081836-003)
THOMPSON PLACE, DERBY, CT 06418-9998

County: New Haven
Lease: Q90000770061

8. Maintenance:

The Landlord shall be responsible for maintenance of the parking lot. The responsibility of the Landlord as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the Premises in proper conditions during the Ground Lease term.

9. Services:

Trash: The landlord agrees to pay for all trash removal for the demised premises during the continuance of the Ground Lease.

Snow: The landlord agrees to furnish and pay for the timely removal of snow and ice from the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the postal facility for use by postal employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.) during the continuance of the Ground Lease.

4. **RENEWAL OPTIONS:** None

5. **TERMINATION:**
The Postal Service may terminate this Lease at any time by giving 30 days written notice to the Landlord.

6. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

See Attached Addendum.

7. **LEGAL DESCRIPTION:**
A portion of all that certain real property described in a Deed recorded at the Derby Clerk Registry of Deeds Book 190 Page 483. Further described as Tax Parcel ID Number 8-5-62 and also known as the Derby Municipal Parking Garage on Thompson Place in the City of Derby, County of New Haven, State of Connecticut.