

CITY OF STAMFORD

and

THE STAMFORD HISTORICAL SOCIETY, INC.

MAY 18, 2015

MEMORANDUM OF AGREEMENT
RE: THE PURCHASE/SALE OF 713 BEDFORD STREET and
MOVING THE HOYT-BARNUM HOUSE TO 1508 HIGH RIDGE ROAD

WHEREAS, The City of Stamford (hereinafter "The City"), with a principal business address of 888 Washington Boulevard, Stamford, Connecticut, is a municipality organized and existing under the laws of the State of Connecticut and is acting herein by David R. Martin, its duly authorized Mayor;

WHEREAS, The Stamford Historical Society Incorporated (hereinafter "The Society"), with a principal business address of 1508 High Ridge Road, Stamford, Connecticut, is a corporation organized and existing under the laws of the State of Connecticut and is acting herein by Pamela Coleman, its Chairman;

WHEREAS, The Society owns a certain piece and parcel of property, commonly known as 713 Bedford Street, Stamford, Connecticut (hereinafter The Property), as further described in Schedule A attached hereto, and an improvement thereon, commonly known as the Hoyt-Barnum House (hereinafter The House);

WHEREAS, The City wishes to take possession of The Property from The Society; and

WHEREAS, The Society wishes to grant title to The Property to The City for the valuable consideration hereinafter set forth and maintain ownership and possession of The House;

NOW THEREFORE, to effectuate the intentions of the parties and set forth the mutual promises and considerations contained herein, the parties agree as follows:

1. THAT the above terms and conditions are contractual and not merely recitals and are hereby incorporated into this agreement;
2. THAT The Society shall immediately complete the required application for demolition (disassembly/move/reassembly) of The House, naming The City as its agent. The public notice of which shall include the following language:

"Hoyt-Barnum House, originally built in 1699, is the oldest existing residence in Stamford. To accommodate the City of Stamford, it will soon be carefully disassembled (which technically requires a demolition permit) and subsequently relocated to the site of the Stamford Historical Society at 1508 High Ridge Road. All aspects of this project will be supervised by highly

qualified preservationists. We look forward to sharing the secrets uncovered about the Hoyt-Barnum House when it reopens to the public under our auspices.”

3. THAT The City shall cooperate with and assist The Society in its application for demolition (disassembly/move/reassembly) by:

- A. Providing details of how the building will be disassembled into manageable components for transportation, required stabilization prior to the move and how it will be re-assembled on the new site;**
- B. Providing details of the actual move, including new site preparation, plans and financial agreements; and**
- C. Providing details of the timeline for the entire disassemble, move and reassemble process.**

4. THAT The Society shall archive all moveable, interior artifacts of The House within sixty (60) days from the date The Property is quit claimed to The City by The Society, so as to clearly document what needs to be moved and where it shall and how it shall be restored at the new location;

5. THAT The City shall immediately submit this Agreement to its Planning Board, Board of Finance and Board of Representatives for approval and that The Society understands and agrees that this entire Agreement is conditioned on such approval;

6. THAT, once this Agreement is approved by The City’s Boards as set forth in paragraph 5, above, The City shall pay The Society Two Hundred Thousand (\$200,000.00) Dollars in exchange for The Society quit claiming title of The Property to The City, subject to the following:

- A. The Society delivering title of The Property to The City clear of any mortgages or liens except as otherwise provided for herein;**
- B. The City and The Society hereby agree to hold each other harmless for their respective broker fees, if any;**
- C. The City and The Society shall make the usual and customary apportionments for taxes, utilities, assessments, charges and/or fuel, as the case may be, at the time title is conveyed to The City;**
- D. If The Society is unable or unwilling to convey a good and marketable title to The Property, this entire Memorandum of Agreement shall be deemed null, void and unenforceable;**
- E. The Society shall continue to assume and insure against all risks of loss until such time as title is conveyed to The City; and**
- F. The Society shall cooperate and execute all documents necessary for The City to obtain title insurance on The Property.**

7. THAT The City shall allow an archeological excavation to be undertaken under the leadership of a professional archaeologist for the purpose of retrieving and cataloging artifacts during the months of June and July of 2015 and for an additional period not to exceed two (2) weeks after The House is moved to the High Ridge Road location. All historic artifacts found at The Property or in The House shall be surrendered to and be the property of The Society. The City shall provide security fencing around the perimeter of the excavation for the duration of the excavation period;

8. THAT once and not until The Property is quit claimed to The City by The Society, The City shall:
- A. Arrange for detailed documentation of The House's exterior and interior conditions, including drawings, photographs and descriptions of all materials and details;
 - B. Perform all the necessary site work at 1508 High Ridge Road, Stamford, Connecticut, adjacent to the existing parking lot of the building commonly known as the Martha Hoyt School, including but not limited to excavation, grading, landscaping and securing all required permits from all relevant municipal agencies/departments for said site work;
 - C. Disassemble and relocate The House and its exterior historic artifacts, such as lye stones, mill stones and cannon balls, from The Property to the 1508 High Ridge Road site described in 8 B, above;
 - D. Reconstruct/reassemble The House at the 1508 High Ridge Road site as described in 8 B, above, to the condition of The House prior to the relocation to the extent reasonably possible, at which location The House shall remain solely owned and possessed by The Society;
 - E. The relocation of The House shall be performed by an architect that is qualified in historic preservation, restoration and relocation. Said architect shall be chosen by a committee comprised of at least 2 members from The City, at least 2 members from The Society and may also contain 1 member from the Historic Preservation Advisory Commission and 1 member from the Historic Neighborhood Preservation, which committee's authority and existence shall terminate upon such selection; and
 - F. The City and The Society shall jointly contract with the chosen architect and The City Shall hold harmless and indemnify The Society from any and all claims for damages not caused by any negligent, reckless or intentional act of The Society, arising out of said contract.

9. THAT once and not until The Property is quit claimed to The City by The Society, The City shall perform the following repairs/renovations to the building commonly known as the Martha Hoyt School located at 1508 High Ridge Road, Stamford, Connecticut:

- A. The City will investigate and develop a lower operating cost solution to the HVAC System, which may include, at The City's option, the modification, repair or replacement of the current system; and
- B. Repair or replace, at The City's option, the heating system with the intention to:
 1. Make such repairs/replacements by September 30, 2015;
 2. Reduce the cost to operate the system from October 2015 through May 2016 to \$15,000.00 or less; and
 3. Reduce the annual cost to maintain the system to \$1,500.00 or less.

10. THAT once and not until The Property is quit claimed to The City by The Society, The City and The Society shall amend, subject to the approval of The City's Planning Board, Board of Finance and Board of Representative, their August 12, 2005, lease of the premises commonly known as the Martha Hoyt School at 1508 High Ridge Road, Stamford, Connecticut, a copy of which is attached hereto as Exhibit A, only to:

- A. Include a land lease for that portion of the premises occupied by The House;
- B. Extend the Term to August 11, 2065, with two, additional 25-year extensions at The

Society's option;

- C. Provide that The City shall plow the parking lot;**
- D. Provide that The House shall remain open to the public for the entire Term provided, however, that The Society shall determine, at its sole discretion, the months and/or hours that The House shall be open to the public; and**
- E. Provide that ownership and possession of The House shall convert to The City should The Society ever disband, discontinue operations or otherwise materially default on its lease with The City that it fails to cure.**

11. THAT once the relocation of The House to the High Ridge Road property has been completed, The City shall pay The Society One Million (\$1,000,000.00) Dollars less (1) the cost of relocating The House from The Property to 1508 High Ridge Road, Stamford, Connecticut, not to include any damages as contemplated in paragraph 8 F, above, (2) the cost of the repairs/renovations listed in paragraph 9, above, as soon as said costs can be reasonably ascertained, and (3) the \$200,000.00 paid to The Society pursuant to paragraph 6, above. In no event shall The Society be liable to The City for any amount that may exceed One Million (\$1,000,000.00) Dollars;

12. THAT once and not until The Property is quit claimed to The City by The Society, The City shall waive any and all False Alarm charges owed by The Society to The City;

13. THAT once and not until The Property is quit claimed to The City by The Society, The City shall pay, resolve or defend, at its sole option, the judgment lien asserted by Preferred Air Systems, Inc. arising out of an action vs. JCS Construction Group, Inc., Docket No.: DBD CV 14 6015906 S, Secretary of the State of Connecticut UCC-1 Financing Statement, Vol 00548 at Page 0947;

14. THAT The City will cooperate with The Society to get The House re-listed on the National and State Registers of Historic Places after it is moved to its new site at 1508 High Ridge Road, Stamford, Connecticut; and

15. Except as set forth in paragraph 8 (F), above, The City and The Society shall indemnify and hold each other harmless from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including without limitation, attorney's fees and all costs and expenses of defense, appeal or settlement of any and all suits, actions or proceedings instituted against an Indemnitee and all costs of investigation in connection therewith), judgments, fines, settlements and other amounts arising from any and all claims, demands actions suits or proceedings, whether civil, criminal, administrative, or investigative, that may be imposed upon, incurred by or asserted against, arising out of or in any way relating to (or alleged to arise out of or in any way relater to) their respective obligations under this Agreement.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

In the presence of:

City of Stamford

Print: _____

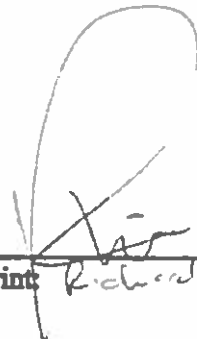
By: _____

David R. Martin
Its Duly Authorized Mayor

Print: _____

Stamford Historical Society, Inc.

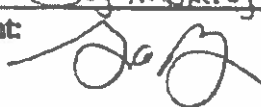
Print: _____


Richard Lewis

By: _____


Pamela Coleman
Its Chairman

Print: _____

Guy A. Bailey


SCHEDULE A
PROPERTY DESCRIPTION

All that certain tract or parcel of land together with the buildings and improvements thereon situated in said Town of Stamford County of Fairfield and State of Connecticut and bounded:

Northerly: 150 feet, more or less, by land now or formerly of Lancaster Acres Inc.,
Easterly: 148.75, more or less, feet by land now or formerly of Lancaster Acres Inc.,
Southerly: 151.4 feet, more or less, by land now or formerly of Lucy Friedberg; and
Westerly: 151.09 feet, more or less, by Bedford Street.

Being all of the same premises described in a deed to the Stamford Historical Society, Inc. dated July 23, 1942 and recorded in volume 518 at page 222 of the Stamford land records.

Together with and including that certain parcel shown as "Area Given .1216 acres" on a certain map entitled "City of Stamford, Map Showing Exchange of Properties Between the City of Stamford and the Stamford Historical Society, Inc." dated Nov. 19, 1954, prepared by Charles W. White, City Engineer, which map is on file in the Stamford Town Clerk's office as map 5337, as described in a deed from the City of Stamford to the Stamford Historical Society, Inc. dated May 16, 1955 and recorded in volume 752 at page 77 of the Stamford land records.

Excepting and excluding therefrom that certain parcel shown as "Area Taken .0102 acres" on said map 5337, as described in a deed from the Stamford Historical Society, Inc. to the City of Stamford dated May 12, 1955 and recorded in volume 752 at page 79 of the Stamford land records.

EXHIBIT A

(LEASE OF 1508 HIGH RIDGE ROAD BY SHS FROM COS)

**MAYOR
MICHAEL A. PAVIA**



**CITY OF STAMFORD
OFFICE OF OPERATIONS
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CT 06904 - 2152**

**DIRECTOR OF OPERATIONS
ERNIE ORGERA**

**ADMINISTRATIVE BUREAU CHIEF/
SUPERINTENDENT OF PARKS & RECREATION
MICKEY DOCIMO**

**Tel: (203) 977-4808
Fax: (203) 977-4197
Email: mdocimo@ci.stamford.ct.us**

December 15, 2010

**Ms. Pamela Coleman, Chair
Stamford Historical Society
1508 High Ridge Road
Stamford, CT 06903-4107**

Dear Ms. Coleman:

Reference is made to your letter to me dated June 2, 2010 concerning the renewal of the Society's lease of the premises at 1508 High Ridge Road.

Please be advised that the Society's lease has been renewed for a period of 5 years, expiring on August 11, 2015, under the same terms and conditions as the lease agreement between the City and the Stamford Historical Society, Inc. dated August 12, 2005.

Very truly yours,


**Ernie Orgera
Director of Operations**

EO/ma

**cc: Sybil Richards, Law Department
Leon DiMartino, Purchasing
Tim Curtin, Assistant to the Mayor
Ann Marie Mones, Risk Manager**

The Stamford Historical Society Inc.

1508 HIGH RIDGE ROAD
STAMFORD, CT 06903-4107
(203) 329-1183/322-1545
FAX (203) 322-1607

OFFICE OF
JUN 2 2010
OPERATIONS

Ernie Orgera, Director of Operations
City of Stamford
Government Center
888 Washington Blvd.
Stamford, CT 06901

June 2, 2010

Dear Mr. Orgera-

On behalf of the Stamford Historical Society, I am writing to renew our current lease, dated 5 August 2005, for another five (5) years. The building, which currently serves as our headquarters, is located at 1508 High Ridge Road. This facility allows us to properly preserve the history of Stamford, including the papers of past Stamford Mayors.

We would like to renew our lease under the current terms. Contact me if you have any questions, or if you would like a tour of our latest exhibit.

Sincerely,



Pamela Coleman, Chairman

Stamford Historical Society Board of Directors.

**LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND
THE STAMFORD HISTORICAL SOCIETY, INC.**

THIS LEASE made this 12th day of August, 2005, 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 Historical Society, Inc., a Section 501(c)(3) corporation organized and existing under the laws of the State of Connecticut acting herein by Leonard Vignola, its duly-authorized Chairman (hereinafter referred to as "Lessee").

WITNESSETH

1. **Demised Premises.** The Lessor hereby leases and demises to the Lessee and the Tenant hereby takes from the Landlord, the premises commonly referred to as the "Martha Hoyt School" and located at 1508 High Ridge Road, Stamford, Connecticut, which consists of a building and a parking lot (hereinafter referred to as the "Demised Premises"), more particularly described in Schedule A which is attached hereto and made a part hereof, upon the terms and conditions and for the uses and purposes hereinafter provided.
2. **Term.** The term of this Lease shall be for a period of five (5) years commencing from the date such Lease is approved by the Stamford Board of Representatives and

terminating five (5) years from such date unless sooner terminated as may be hereinafter provided (hereinafter referred to as the "Term"). Provided the Lessee is not in default of any of the terms of this Lease, Lessor shall, at the Lessee's option, lease the Demised Premises to the Lessee at the expiration of the initial Term for one (1) additional term of five (5) years (hereinafter referred to as the "Renewal Period") under the same terms and conditions of this Lease. Lessee shall exercise its renewal option by giving the Lessor written notice in writing to the Lessor at least six (6) months prior to the end of the Renewal Term. If Lessee fails to give such notice, then this Lease shall automatically terminate at the end of the initial Term.

3. **Rent.** The cumulative total of the rent to be paid by the Lessee for the entire term of this Lease shall be Ten Dollars and Zero Cents (U.S. \$10.00) which shall be immediately due and payable upon the date of commencement of the term of this Lease.

4. **Use.** The Lessee shall utilize the Demised Premises exclusively as an administrative office for the Stamford Historical Society and for other museum purposes (hereinafter the "Programs"). Under no circumstances shall the Lessee use the Demised Premises for any other purpose whatsoever. The Lessee shall be responsible for the administration and supervision of the Programs conducted therein at its sole cost and expense.

No use shall be permitted on the Demised Premises wherein any pecuniary benefit accrues to any officer, director, or trustee of the Lessee, unless such use is specifically pre-approved in writing by the Director of Operations, subject to review by the Mayor.

5. **Approval.** This lease is subject to the approval of the Mayor, Planning Board, Board of Finance, and the Board of Representatives of the City of Stamford.
6. **Assignment.** The Lessee shall not be permitted to assign this Lease or any interest therein.
7. **Subletting.** The 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; and
 - c. Such sublease, permit or license provides that the sublessee, 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 for the Lease Term without

hindrance, ejection or interference except as otherwise provided in this Lease or as permitted by law.

9. **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 make alterations to the Demised Premises, 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, safely and adequately 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 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. 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.

10. **Default.** If Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, 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, or shall commit waste or suffer the same to be committed on said Demised Premises or injure or misuse the same, or shall cease to exist as an IRS qualified or Connecticut not-for-profit corporation, 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 option of the Lessor, and the Lessor may, at any time thereafter 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 nor 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.

11. **Compliance with Laws.** Lessee shall comply with all applicable 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.

12. **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 Premises, curing at default on the part of the Lessee at the Lessee's sole cost and expense, making major repairs and capital improvements. Lessor 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.

13. **Repairs; Maintenance.** Lessor shall be responsible for major repairs and, subject to the approval of and appropriation by, as the case may be, the Lessor's Mayor, Planning Board, Board of Finance and Board of Representatives as set forth in this Lease, shall have the right and power to make any and all capital improvements at its sole cost and expense. Lessee may, with the prior written approval of the Mayor or his designee, make major repairs and capital improvements at its sole cost and expense. Lessee shall be responsible for performing all utilities, including fuel, water and sewer, electricity and garage removal, all maintenance functions related to the Demised Premises and for performing all minor repairs to the Demised Premises including, but not limited to, the grounds, parking lots, sidewalks as well as the following:

- a. Ordinary repairs, including but not limited to plumbing, electrical, boiler, furnace, generator, heat, water, air conditioning and all other systems.
- b. Interior and exterior walls and glass, including mirrors.
- c. Snow and ice removal, refuse collection, water, sewer use, electricity, heat, air conditioning, fuel oil, gas and other utilities.
- d. Custodial services, groundskeeping, landscaping, janitorial supplies, security and service agreements.
- e. Any and all other expenses for the operation of the Programs, if applicable, including but not limited to salaries of faculty, administrators, teachers and aides, supplies, equipment, furnishings, insurance, telephones, etc.

14. **Books and Records; Audits.** Lessee shall maintain separate books and records for the income and expenditures, assets and liabilities, of its use of the Demised Premises and the operation of the Programs. Such books and records shall include separate accounts from its organization wide operations and programs, if applicable. Lessee shall provide Lessor open and regular access to such books and records, as well as the books and records of its organization wide operations and programs, upon the demand of Lessor. Lessee shall furnish Lessor with copies of annual certified independent audits prepared at the expense of the Lessee and certified to the Lessor in accordance with Generally Accepted Auditing Standards by a Connecticut licensed CPA, no later than 135

days after the close of each fiscal or calendar year, as the case may be. Lessee shall furnish Lessor with copies of such certified independent audits as may be otherwise required of it as recipient of State and Federal funding, or otherwise, under the Connecticut Single Audit Act, Circular A-133 of the Office of Management and Budget, the City of Stamford Board of Finance Audit Policy, and the Connecticut Municipal Audit Act.

15. **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.

16. **Insurance Requirements.** At its' sole cost and expense, the Lessee shall maintain, during the term of this Lease, the same level and type of insurance coverages and policy limits set forth in Schedule B, (Lessee's Certificate of Insurance), which is attached hereto and made a part hereof, and shall not make any modifications, revisions, amendments, cancellations and/or changes of any kind to such insurance coverages and policy limits without the prior written approval of the Lessor's Risk Manager.

17. **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.

18. **Condition of Demised Premises.** Lessee agrees, warrants and represents that it has examined the Demised Premises and that the demised premises are suitable for the uses and purposes intended by this Lease. 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.

19. **Indemnification.** Lessor shall not be liable for any injury or damage to person or property happening in and or on the parking lots, sidewalks, grounds, interior or exterior or any part of said premises by reason of any existing or future condition, defect, matter or thing, and Lessee agrees to indemnify and hold harmless the Lessor from any and all fines, claims, suits, actions, judgments, damages or liability arising therefrom and from anything otherwise arising from or out of the use and occupancy of said premises by the Lessee or the operation of the Programs. 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, and Lessee agrees to indemnify and save Lessor 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, omissions or negligence. 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. The indemnifications provided herein by the Lessee shall not extend to any claims, etc., as may arise from the negligent acts or omissions of the Lessor, its officers, employees, and authorized agents acting on Lessor's exclusive behalf.

20. **Mechanic's Liens.** In the event that any mechanic's lien is filed against the Demised Premises as a result of alterations, additions or improvements made by Lessee, Lessor, at its option, may pay the said lien provided that Lessor reasonably determines after inquiring into the validity thereof that the lien is valid and the amount claimed is due, and Lessee shall forthwith reimburse Lessor the total expenses incurred by Lessor in discharging the said lien.

21. **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, 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 to the City of Stamford, Director of Operations, 888 Washington Boulevard, P.O. Box 2152, Stamford, Connecticut, 06904-2152, with a copy to the Director of Legal Affairs at said address.

22. **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 removed 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.

23. **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.

24. **Amendment.** The parties agree to use their best efforts, in good faith, to amend or modify this lease, as may become necessary, to be in compliance with the CHEFA bond financing program.

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.

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 successors, successors and assigns, trustees and legal representatives.

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

29. **Ethics Language for Contract Approval.** During the term of this Agreement, including any extensions, Lessee shall refrain from making gifts of money, property or services to any employee or appointed or elected official of the City of Stamford or Stamford Board of Education or any Employees or Appointed or Elected official of their Boards, Departments, Agencies or Authorities and shall further refrain from making donations in excess of \$100.00 (including advertising purchased at a fundraising event) per calendar year to any "Prohibited Recipient" as defined below. Lessee also agrees to refrain from fundraising activities for any prohibited recipient. All references to Lessee

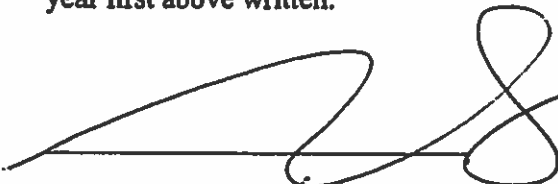
shall include its Employees, Officers, Directors, owners of more than 5% equity in the Stamford Historical Society, and their spouses. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

For the purpose of this contract, the term

“Prohibited Recipient” shall include the following Committees, as they are defined in Section 9-333a of the Connecticut General Statutes:

- (a) A Candidate Committee of any candidate for any municipal office of the City of Stamford or the Stamford Board of Education;
- (b) A Political Committee of two or more candidates for any municipal office of the City of Stamford or the Stamford Board of Education;
- (c) An Exploratory Committee of any candidate for any municipal office of the City of Stamford or the Stamford Board of Education;
- (d) The Town Committee of any political party within the City of Stamford:

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

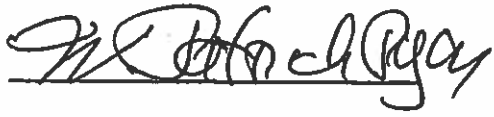


Judith E. Siano

CITY OF STAMFORD


By 

Mayor Daniel P. Malloy
Duly-authorized

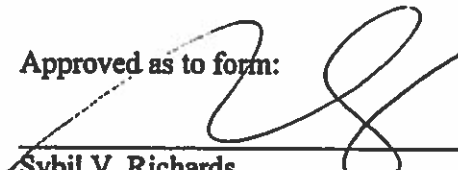


Leonard Vignola

STAMFORD HISTORICAL SOCIETY,
INC.


By 

Leonard Vignola, Chairperson
Duly-authorized

Approved as to form:


Sybil V. Richards
Deputy Corporation Counsel

Jane C. Flounders


Ann Marie Montes
Risk Manager

State of Connecticut)
County of Fairfield)

ss: Stamford

August 12, 2005

Personally appeared Dannel P. Malloy, Mayor of the City of Stamford, a signer and sealer of the foregoing instrument, who acknowledged the same to be the free act and deed of said City, and his free act and deed as Mayor thereof, before me.



Sybil V. Richards, Esq.
Commissioner of the Superior Court


State of Connecticut)
County of Fairfield)

ss: Stamford

JANUARY 20, 2005

Jane C. Flounders

Personally appeared Leonard Vignola, Chairperson of the Stamford Historical Society, Inc., a signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, and his free act and deed as Chairperson thereof, before me.



Commissioner of the Superior Court
Notary Public
My Commission expires on:

SCHEDULE A
(PROPERTY DESCRIPTION)

SCHEDULE B

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/20/2005
PRODUCER (203)853-2727 Pierson and Smith 40 Richards Ave. Norwalk, CT 06854	FAX (203)852-9160	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Stamford Historical Society 1508 High Ridge Rd. Stamford, CT 06903		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		
INSURER B: Hartford Steam Boiler & Inspection Co.		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	ADD'L LTR	INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	35314808	04/30/2004	04/30/2005	EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROTECTIVE <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - CLAIM/P AGG \$ 1000000
A		AUTOMOBILE LIABILITY	74987470	04/30/2004	04/30/2005	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY \$
A		EXCESS/UMBRELLA LIABILITY	79704461	04/30/2004	04/30/2005	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71642063	06/02/2004	06/02/2005	<input checked="" type="checkbox"/> YES STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 500000 E.I. DISEASE - EA EMPLOYEE \$ 500000 E.I. DISEASE - POLICY LIMIT \$ 500000
B		OTHER Boiler & Machinery	F8P8297737	04/14/2004	04/14/2005	Property Damage - Personal Property & Collections \$1,350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The certificate holder is included as an additional insured landlord.

CERTIFICATE HOLDER	CANCELLATION
City of Stamford, its officers, agents, and servants 888 Washington Blvd. Stamford, CT 06902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Ellen McAdam

SCHEDULE B**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.