

28TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

President
RANDALL M. SKIGEN
Clerk of the Board
ANNIE M. SUMMERVILLE

Majority Leader
ELAINE MITCHELL
Minority Leader
ROBERT "GABE" DELUCA

RESOLUTION NO. 3511
(formerly resolution no. 3489)
**APPROVING A LEASE AND ASSIGNMENT OF RIGHTS
BY AND BETWEEN THE CITY OF STAMFORD
AND THE WILDLIFE ORPHANAGE, INC. (D/B/A THE WILDLIFE CENTER OF
FAIRFIELD COUNTY)
FOR PREMISES KNOWN AS
MIANUS RIVER PARK, STAMFORD, CONNECTICUT**

**NOW THEREFORE BE IT RESOLVED BY THE 28TH BOARD OF
REPRESENTATIVES THAT:**

Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the lease agreement ("Lease") between the City of Stamford ("Lessor") and The Wildlife Orphanage, Inc. (d/b/a The Wildlife Center Of Fairfield County) ("Lessee") for a portion of the premises known as Mianus River Park, Stamford, Connecticut, consisting of 2.1388 acres, including, without limitation, the existing building known as the Red Barn/Merriebrook Barn, and all other improvements thereon, for the establishment and operation of a wildlife rehabilitation and education center in accordance with the terms and conditions set forth in the Lease, which is incorporated herein by reference, for a term of 20 years, commencing upon the completion of Lessor's Obligations as set forth in the Lease, is hereby approved; and

The Mayor is hereby authorized to execute such Lease and to execute any instrument he deems necessary or desirable in connection with the execution of such Lease.

This Resolution shall be effective as of the date of approval.

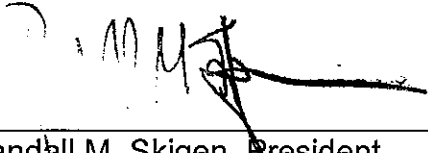
Adopted by the 28th Board of Representatives of the City of Stamford on the 7th day of May, 2012.

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 28th Board of Representatives held on Monday, May 7, 2012.

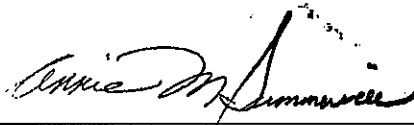
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Randall M. Skigen, President



Annie M. Summerville, Clerk

cc: Mayor Michael Pavia
Donna Loglisci, Town & City Clerk
Ernie Orgera, Director of Operations
Peter Privitera, Acting Dir. of Admin.
Law Department

LEASE AND ASSIGNMENT OF RIGHTS OF A PORTION OF THE PREMISES
KNOWN AS
RED BARN/MERRIEBROOK BARN AT MIANUS RIVER PARK
BY THE CITY OF STAMFORD
TO THE WILDLIFE ORPHANAGE, INC.
(D.B.A. THE WILDLIFE CENTER OF FAIRFIELD COUNTY)

THIS LEASE AND ASSIGNMENT OF RIGHTS (this "Lease") made this _____ day of _____, 2012, between the City of Stamford, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Michael Pavia, its Mayor, duly authorized (hereinafter sometimes referred to as "Lessor" or the "City") and The Wildlife Orphanage, Inc., a §501(c)(3) corporation organized and existing under the laws of the State of Connecticut acting herein by its President, Cathie Kovacs and Corporate Secretary, Heather Bernatchez, duly authorized (hereinafter sometimes referred to as "Lessee").

WITNESSETH

The parties agree that the following are potential benefits to the City of Stamford by entering into this Lease: (a) education program fees given by Lessee through the Stamford Public School system will be discounted by 20%; (b) occupancy of a currently vacant, risk-laden building; (c) a reduction in the City's required police response to the Demised Premises; and (d) a reduction in the burden of wildlife calls currently being handled by Stamford Animal Control.

1. Demised Premises. Lessor hereby leases to Lessee a portion of those premises known as Mianus River Park, Stamford, Connecticut, consisting of the 2.1388 acres depicted as the "Leased Area" on Exhibit A attached hereto (hereinafter referred to as the "Demised Premises"), including, without limitation, the existing building depicted as the "Existing Two Story Building" (the "Existing Building") on Exhibit A, and all other improvements thereon. Throughout the Term of this Lease, Lessor shall further provide (i) the right of access through Mianus River Park for all lawful purposes, including, but not limited to pedestrian and vehicular ingress to and egress from the Demised Premises and Merriebrook Lane, (ii) any easements over Mianus River Park which are necessary or reasonably requested by Lessee for the installation and maintenance of utility services to the Buildings and for the renovation of the Existing Building and Demised Premises by Lessee, (iii) the non-exclusive right to use the parking lot adjacent to the Demised Premises, and (iv) the exclusive right to use ten (10) parking spaces located in the upper building parking lot which shall be reserved for Lessee and its invitees during business hours as defined in Lessee's Business Plan (as defined below). A notice of lease in statutory form may be recorded by Lessee on the Stamford Land Records.

2. Consideration. (a) It is agreed and understood that the consideration for this Lease shall be the payment of annual rental of ONE (\$1.00) DOLLAR per year together with the one-time renovation by Lessee of the Existing Building pursuant to the Capital & Site Plan. It is agreed and understood that the Existing Building shall remain the

property of the City of Stamford subject to the rights of Lessee as set forth in this Agreement. Lessee shall be entitled to the exclusive use and occupancy of the entire Demised Premises (including, without limitation, the Existing Building) subject to the provisions of this Lease. The rental payable during the Term hereof shall be One Dollar (\$1.00) per year, payable on the Commencement Date and annually thereafter.

(b) Throughout the Term of this Lease, Lessee shall be exempt from paying any taxes relating to its use and occupancy of the Demised Premises and/or any land and/or buildings associated with this Lease, including, without limitation, the payment of real estate taxes, personal property taxes, use and/or occupancy taxes, automobile taxes and all other payments in lieu of taxes.

3. Financing of Improvements and Respective Obligations of the Parties.

During the term of this Lease, Lessor shall, at the sole cost and expense of Lessor, perform all of the following (collectively, the "Lessor's Obligations"): (i) repair and/or replace the existing well and septic system to be operable and in good working order, and (ii) remediate all Hazardous Substances from the Demised Premises, including, without limitation, all mold, lead paint and asbestos, to such specifications as required by the City Engineer and all applicable laws and regulations.

~~It is estimated that the cost of the foregoing improvements is approximately \$150,000.00.~~ **Notwithstanding any of the above, Lessor shall under no circumstances be obligated to expend more than One Hundred Fifty Thousand (\$150,000.00) Dollars on the aforementioned repairs, replacements and/or**

remediation. Lessor shall make good faith efforts to appropriate said sum for the Fiscal Year 2012-2013 Capital Budget. In the event that Lessee has not fulfilled raised sufficient funds during Fiscal Year 2012-2013 to finance the improvements it is obligated to make pursuant to this Agreement, the \$150,000.00 shall remain in the City's Capital Budget for the two ensuing Fiscal Years. The failure of the Lessor to appropriate said sum during Fiscal Year 2012-2013 or during any subsequent Fiscal Year shall not constitute a violation of this Agreement and the Lessee shall not have any recourse against the Lessor for such failure.

The Lessee shall make and pay the full cost of those capital improvements to the Demised Premises set forth in Exhibit B, Capital & Site Plan, attached hereto.

Notwithstanding any provision of this Lease to the contrary, Lessee shall not occupy the premises until such time as hazardous material remediation has been completed and the work encompassed by Exhibit B has been substantially performed, and the Lessee has obtained a Certificate of Occupancy.

4. Term. (a) The term (the "Term") of this Lease shall commence on the later of (i) the date of completion of Lessor's Obligations as set forth in the first paragraph of Paragraph 3 above, or (b) the date of issuance of a building permit for the Lessee's work as set forth in Exhibit B (the "Commencement Date") and shall continue for a period of twenty (20) years thereafter, unless sooner terminated as is hereinafter provided.

(b) Upon the expiration of the initial Term of twenty (20) years, this Lease shall be extended for up to three periods of ten (10) years, provided that the Lessee has not violated any covenant of this Lease and is not in an uncured default of this Lease pursuant to the requirements of Paragraph 8 below. The Lessee may elect to terminate this Lease by written notice to the Lessor at least ninety (90) days prior to the expiration of the initial Term. The total duration of this Lease and its extensions shall not exceed fifty (50) years.

(c) Notwithstanding the foregoing, if, within thirty-six (36) months following the date of the mutual execution of this Lease, (i) Lessee is unable to raise and secure funding sufficient for the renovation of the Existing Building and the wildlife rehabilitation and education center at the Demised Premises and to perform the undertakings of Lessee under or related to this Lease and to proceed with the project and programs contemplated hereby, or (ii) Lessee shall not be in receipt of all necessary Federal, State, and and/or City permits evidencing the issuance of all final and non-appealable approvals for land use and other governmental approvals necessary or desirable by Lessee for the renovation and operation of the wildlife rehabilitation and education center at the Demised Premises, then in either such event, either party shall have the right, upon written notice to the other party within sixty (60) days following the last day of such thirty-six (36) month period, to terminate this Lease, provided that any improvements made upon the Demised Premises by Lessee shall become the property of the Lessor at no cost to the Lessor.

5. Permitted Use. (a) For purposes of this Lease, the "Permitted Use" shall mean, collectively, (i) Lessee's exclusive right to establish, operate, and maintain a wildlife rehabilitation and education center on the Demised Premises pursuant to Lessee's Capital & Site Plan dated March 8, 2010 (as same may be amended from time to time by mutual written agreement of the parties), the "Capital & Site Plan", attached hereto as Exhibit B, and Lessee's Business Plan, dated March 8, 2010 (as same may be amended from time to time by mutual written agreement of the parties, the "Business Plan"), attached hereto as Exhibit C; and (ii) such office, storage, residential and other uses as may be related to such primary use.

Within thirty (30) days of the date upon which the Lessee applies for a Building Permit, the Lessee shall submit to the Lessor the following items:

- i. A description of all renovations to be made to the Existing Building;
- ii. A construction schedule showing a timeline for the construction of all renovations to the Existing Building;
- iii. An estimate of the cost of the each element of the renovations to be made to the Existing Building.

The documents enumerated in subparagraphs (i), (ii) and (iii) below shall be collectively attached hereto as "Exhibit D". All Exhibit D documents shall be subject to the review and approval of the City as set forth in Paragraph 11 below.

(b) In accordance with Lessee's Business Plan, Lessee shall implement programs to utilize the Demised Premises for the operation of a wildlife rehabilitation and

education facility (as same may be amended from time to time by mutual written agreement of the parties, the "Programs"). Following the completion of Lessee's initial work, the Demised Premises shall be open for use by and for the benefit of the public for the Permitted Use, subject to the hours and reasonable rules and regulations for participation in the Programs then established by the parties (as such hours, rules and regulations may be amended from time to time by mutual written agreement of the parties), subject further to Lessee's right to close to the public by reason of alterations, repairs, casualty or any other cause beyond the reasonable control of Lessee. Lessee shall be solely responsible for the expenses which Lessee may elect to incur for the operation of its Programs (e.g., any salaries of faculty, administrators, teachers or aides, any supplies, equipment, furnishings or telephones, etc.), and for the administration and supervision of the Programs conducted at the Demised Premises, without regard to race, religion, ethnicity, or residence, to the extent required by applicable law.

Lessee shall be required to provide public access to the Demises Premises during regular business hours. Lessee shall provide Lessor on a quarterly basis with a written schedule of tours, exhibits, Programs and all other occurrences of public access scheduled to take place within the ensuing three months.

Except as provided herein, no use shall be permitted on the Demised Premises wherein any pecuniary benefit accrues to any officer, director, employee, or trustee of the Lessee.

6. Sublease/License; Facility Naming Procedures; Residential Use. Lessee shall not sublease or license the use of all or any portion of the Demised Premises to any person, firm, group, or entity.

Lessee shall adhere to Section 21-1 of the City of Stamford Code of Ordinances with respect to the naming of any facility or improvement.

Residential use of the Demised Premises shall be permitted for two (2) caretakers. No individual may occupy the Demised Premises who is not a caretaker on the staff of the Lessee. The Lessee shall be required to submit the name, address and other identification of any proposed caretaker to the Stamford Police Department. No caretaker shall occupy the Demised Premises until such time as the Stamford Police Department has conducted a background investigation of the proposed caretaker and has approved his or her occupancy of the Demised Premises in writing.

7. Quiet Enjoyment. Lessor covenants to Lessee that it holds fee title to the Demised Premises, and that Lessor shall suffer and permit Lessee to occupy, possess and enjoy the Demised Premises during the Term for so long as this Lease shall be in force and effect.

8. Default. Lessor shall provide Lessee with not less than thirty (30) days written notice of any default by Lessee under this Lease, and allow Lessee such additional reasonable time in which to cure or commence the cure of the default. Except pursuant to the provisions of this Lease, if Lessee should default in the performance of any provision of this Lease after Lessee's receipt of not less than thirty (30) days written

notice of such default and the expiration of the applicable cure period, or if Lessee should assign this Lease or otherwise dispose of the Demised Premises without the prior written approval of the Lessor, or shall commit waste on said premises or injure or misuse the same, or shall cease to exist as an IRC 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 Lessee, then Lessor shall give Lessee a second notice of at least five (5) business days of such ongoing default and Lessor's intention to pursue its rights and remedies pursuant to law.

9. Requirements of Law. (a) In Lessee's renovation, construction, use and occupancy of the Demised Premises, Lessee shall comply with and conform to all of the applicable laws of the Federal Government, the State of Connecticut, and any political subdivision thereof, and the Charter, Ordinances, Rules and Regulations of the City of Stamford, including, but not limited to, Building, Fire and Health Codes, Zoning and Planning.

(b) The term "Hazardous Substances" shall mean any biologically or chemically active or other toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCB's, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability

Act, 42 U.S.C. Section 9601 et seq., and as hazardous wastes under the Resources Conservation and Recovery Act, 42 U.S.C. Section 6010, et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601, et. Seq., any “toxic pollutant” under the Clean Water Act, 33 U.S.C. Section 466, et seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. Section 7401, et seq., and any other hazardous or toxic substances or pollutant regulated under any other applicable requirements of law. Lessor shall conduct a Phase I environmental assessment of the Demised Premises no later than thirty (30) days after the execution of this Lease. In the event that the Demised Premises require environmental remediation for which the Lessor has not appropriated n funds, the Lessor shall have the right in its sole discretion to terminate this Lease and the Lessor shall have no further obligations to the Lessor hereunder.

10. Access. Upon completion of Lessee’s renovation of the Existing Building, Lessee shall provide Lessor with keys and reasonable access to the Demised Premises for inspection of the Lessor and/or its employees, officers and agents, throughout the Term of this Lease. However, due to safety of individuals and the wild animals, Lessor shall not enter the cages or any building on the Demised Premises without at least five (5) days prior written notice to Lessee and being accompanied by a member of Lessee’s trained staff, except in the case of an emergency.

11. Lessee’s Work. Lessee shall have the obligation to renovate the Existing Building, and Lessee shall have the right to otherwise improve the Demised Premises as

Lessee may determine (including, without limitation, Lessee's right to construct an additional building depicted as "Proposed 24' by 24' Storage Building" on Exhibit A hereto).

All work encompassed by the Building Permit and all structural alterations to the Existing Building by Lessee shall be subject to the following:

a. Lessee shall submit five (5) copies of all plans and specifications to Lessor's Director of Operations prior to the performance of any renovation work and Lessee shall not commence any such work until such time as said plans and specifications have been approved in writing by Lessor's Director of Operations. The Director of Operations shall respond to Lessee within forty five (45) days of receipt of Lessee's plans and specifications. Failure to respond within such period shall be deemed an approval.

b. Lessee has provided Lessor, upon the execution of this Lease, with a copy of the Capital & Site Plan which shows a design schematic of Lessee's presently proposed renovation of the Existing Building.

c. If Lessor is in doubt as to the meaning of any part of a plan, specification, or other document submitted to it by Lessee, Lessor may submit to Lessee a written request for an explanation, and Lessee shall be responsible for providing Lessor with a reasonably detailed written explanation.

d. Lessee shall provide Lessor reasonably satisfactory evidence of the performance ability and adequate insurance of the project's architect, engineer and general contractor to be retained by Lessee to perform such services in connection with

the Demised Premises. Lessor reserves the right to approve any such architect, engineer or general contractor. Lessee shall submit a written request for approval of any such architect, engineer or general contractor to Lessor's City Engineer. The City Engineer shall respond to Lessee within thirty (30) days of receipt of Lessee's written request for approval. Failure to respond within such period shall be deemed an approval.

e. Lessor, its officers, agents and employees, shall have no obligation to compensate any firm, contractor or subcontractor retained by Lessee to perform services on the Demised Premises. Lessee shall indemnify and hold harmless Lessor from any and all actions, causes, claims, demands, and suits from any such party, relating to services on the Demised Premises.

f. Based upon its status as a §501(c)(3) nonprofit corporation, Lessee shall not be obligated to pay any fees required by City agencies relating to the improvements to be made to the Demised Premises by Lessee.

g. Lessee shall, and shall cause each third party, and any and all contractors and subcontractors to comply with the governing federal, state, and City of Stamford statutes, ordinances, standards, and regulations regarding the payment of prevailing wages and all other labor standards required by law.

h. Lessee shall comply with all applicable federal, state and City laws, rules and regulations with regard to affording equal employment opportunity to minority business enterprises in connection with any Lessee's work performed at the Demised Premises.

i. In connection with any Lessee's work performed at the Demised Premises, Lessee shall comply with all applicable laws of the Federal Government, the State of Connecticut, and any political subdivision thereof, and the Charter, Ordinances, Rules and Regulations of the City of Stamford including but not limited to Building, Fire and Health Codes, Zoning and Planning.

j. With regard to alterations to the Premises made by Lessee subsequent to the issuance of a Certificate of Occupancy, the permission of the Lessor to make such alterations shall not be required if a Building Permit is not required for such alterations.

12. (a) Lessor's Repair Obligations. During the Term, Lessor shall be responsible, at Lessor's sole cost and expense, for the cleaning, maintenance, repair and replacement of the grounds, the parking lots and the sidewalks of the Demised Premises (including, without limitation, the repaving or resurfacing of the parking lots and sidewalks and the removal of snow and ice therefrom).

(b) Lessee's Repair Obligations. During the Term, Lessee shall be responsible for maintaining its facilities located on the Demised Premises, including the Existing Building, including as follows:

- i. ordinary repairs to the Existing Building, including but not limited to such building systems as may be then be located in the Existing Building (such as plumbing, water pump, electrical, boiler, furnace, generator, heat, water and air conditioning, if any).
- ii. Interior walls and glass.

iii. Custodial services and janitorial supplies.

(c) Structural Repair Obligations. With regard to structural portions of the Buildings, including without limitation, the roof of the Existing Building and the foundations of the Buildings, and all utilities to the point of connection to the Buildings, Lessee shall be liable for all such repairs during the initial twenty (20) year term of this Lease. Subsequent to the expiration of the initial term, Lessee shall be liable for any structural repair costing less than five thousand dollars (\$5,000.00). In addition, at all times during the term of this Lease, Lessee shall make all repairs to the Demised Premises caused by the negligence, acts or omissions of Lessee, its agents, contractors or employees at any time during this Lease.

Lessor shall be liable for all structural repairs costing more than than five thousand dollars (\$5,000.00) subsequent to the expiration of the initial twenty (20) year term of this Lease.

Lessor shall assign all existing warranties on the structure to the Lessee, to the extent that they are assignable.

13. Lessor's Maintenance Services. Lessor shall be obligated to provide and pay for the following services:

- a. Removal of snow and ice from the paved and other surface access and parking areas of the Demised Premises from the Mianus River Park parking lot, and from the vehicular and pedestrian sidewalks and accessways serving the Mianus River Park and the Demised Premises.

Lessor shall be responsible for removal of ice and snow from the steps and entrances of the Existing Building.

- b. Mowing of the Demised Premises.
- c. Regular refuse and recycling collection through service of a garbage dumpster and recycling containers of Lessor located on the Demised Premises. Lessor shall provide a dumpster and collection devices.

14. Lessee's Books and Records. 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 conducted at the Demised Premises. Lessee agrees to provide Lessor access to such books and records at the Building or such other location in the State of Connecticut as may be determined by Lessee, upon not less than fifteen (15) days prior written notice from Lessor and not more often than once per calendar year. Further, if an audit is required by Lessor, Lessee agrees to furnish Lessor with copies of annual certified independent audits prepared at the expense of Lessee and certified to Lessor in accordance with Generally Accepted Auditing Standards by a Connecticut licensed CPA, no later than 120 days after the close of each fiscal or calendar year, as the case may be. Lessee agrees to 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, or the Connecticut Municipal Audit Act, not less frequently than within 120 days of the end of any quarterly reporting period.

15. Insurance. During the Term of this Lease and to the extent necessary based on the status of the renovation of the Existing Building and/or the improvements at the Demised Premises and/or the Programs commenced by Lessee and for any further time thereafter that Lessee shall hold the Demised Premises, Lessee shall obtain and maintain at Lessee's expense the following types and amounts of insurance:

- a. Fire and Extended Coverage Insurance: Lessee shall keep all Buildings, improvements and equipment on the Demised Premises, including all alterations additions and improvements, insured against loss or damage by fire with all standard extended coverage reasonably satisfactory to the City Risk Manager. The insurance shall be placed on a repair or replacement cost basis in an amount sufficient to prevent Lessor and Lessee from becoming co-insurers under provisions of applicable policies of insurance.
- b. Boiler and Machinery Insurance: Lessee shall provide adequate boiler and machinery insurance to cover all boilers and metal fired or unfired pressure vessels reasonably satisfactory to the City Risk Manager.
- c. Comprehensive General Liability: Lessee shall provide liability insurance for bodily injury and property damage liability with limitations of not less than One Million Dollars per occurrence and Two Million

Dollars aggregate coverage, in such form as may be reasonably required by the City Risk Manager.

- d. Workers Compensation, as required by Connecticut Law.
- e. Wildlife rehabilitation and education center operator's Legal Liability at coverages reasonably satisfactory to the City Risk Manager;
- f. Excess Liability in the amount of not less than Five Million Dollars;
- g. Automobile Liability in the amount of not less than One Million Dollars;
- h. Employers' Liability in the amount of not less than Five Hundred Thousand Dollars;
- i. Lessee shall deliver to Lessor certificates of said insurance policies as required under this Lease. All insurance policies in force shall be in form and issued by insurance companies reasonably satisfactory to Lessor, and shall be subject to the reasonable review and possible reasonable adjustment in amount by the City Risk Manager. Such policies shall contain the following clauses:

"This policy includes the interests of the City of Stamford, its officers, employees and agents as an additional named insured. The Insurer waives any right to subrogation against the City of Stamford, its officers,

employees or agents which might arise by reason of any payment under this policy.”

“Thirty (30) days advance written notice of cancellation shall be given to the Risk Manager of the City of Stamford before any cancellation or reduction in coverage of this policy shall be effective, except for nonpayment, then the notice given will be ten (10) days.”

16. 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 has or may have; and shall not be deemed a waiver of any subsequent breach or default by the Lessee 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.

17. Lessor shall not be liable for any injury or damage to person or property happening in and or on the grounds, interior or exterior or any part of the Demised Premises by reason of Lessee’s operation of the Programs, Lessee’s occupying of the Demised Premises and the performance of the Lessee’s obligations pursuant to this Lease, except to the extent due to the acts or omissions of Lessor, its agents, contractors and employees. Lessee agrees to indemnify and hold harmless Lessor of and from any and all fines, claims, suits, actions, judgments, damages or liability arising therefrom and from anything otherwise arising from or out of the occupancy of the Demised Premises by Lessee or the operation of the Programs at the Demised Premises. 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 in said 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. Lessee further agrees to indemnify and save harmless the 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 or statute.

Lessor agrees to indemnify and hold harmless Lessee of and from any and all fines, claims, suits, actions, judgments, damages or liability arising therefrom, arising out of the negligence of Lessor's agents, employees or officers.

18. 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, which lien is not discharged or otherwise removed by Lessee upon ninety (90) days written notice by Lessor, then, Lessor, at its sole 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.

19. The obligations under this Lease are contingent upon Lessor and/or Lessee obtaining approval from all appropriate City Boards and Departments having jurisdiction over the use or leasing of the premises in the manner provided for in this Lease. Such approvals shall include, but not be limited to, the approval of the City of Stamford

Planning Board, Board of Finance, Board of Representatives and Mayor, as required by the Charter of the City of Stamford.

20. Notice. All notices and demands, legal or otherwise, incidental to this Lease or the occupation of the Demised Premises, shall be in writing, shall be sent by registered or certified mail or by overnight delivery by a nationally recognized courier (with signed receipt). If Lessor or its agents desires to give or serve upon Lessee any notice or demand, it shall be sufficient to send a copy thereof addressed to Lessee at the Demised Premises, with a copy to the address below for Lessee. All such notices to Lessor from Lessee shall be sent 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. Until further notice by Lessee, all notices to the Lessee shall be sent to The Wildlife Orphanage, Inc. dba The Wildlife Center of Fairfield County, P.O. Box 4706, Stamford, Connecticut 06907, ATTN: Cathie Kovacs, President.

20. End of Term. (a) Lessee shall deliver the Demised Premises to Lessor upon the expiration or earlier termination of this Lease in good condition, subject to normal wear and tear, casualty and condemnation; and any building systems and built-in fixtures forming part of the Demised Premises shall become the property of Lessor provided however, any fixtures installed by Lessee and pertaining to Lessee's operations (e.g., animal cages, etc.) shall remain the property of Lessee and Lessee shall have the right to remove the same at any time during the Term and upon the expiration or sooner

termination of this Lease. Lessee shall have no obligation to remove any leasehold improvements to the Demised Premises upon the expiration or earlier termination of this Lease.

(b) In the event that Lessee shall remain in the Demised Premises after the expiration of the Term of this Lease without having executed a new written Lease with Lessor, such holding over shall not constitute a renewal or extension of this Lease. Lessor may, at its option, elect to treat 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 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.

21. Casualty. (a) Lessee shall give the Lessor prompt written notice of any damage by fire or other casualty to the Demised Premises. In the event that the Demised Premises, including the Existing Building, shall be partially damaged by fire or other casualty which does not render the Existing Building materially unusable by Lessee for the Permitted Use, in the reasonable judgment of the Lessee, the damage shall be repaired by Lessee. Lessee shall receive and utilize all available insurance proceeds to repair the Demised Premises, as promptly and practicably as is reasonably possible to substantially the condition as existed prior to the casualty.

(b) In the event that the Demised Premises, including the Existing Building and/or other improvements, are destroyed or totally damaged by fire or other casualty which render the Building and such other improvements substantially unusable by the Lessee,

Lessee shall have the right to elect to either rebuild and restore or terminate this Lease upon written notice to Lessor within ninety (90) days after such destruction. In the event that this Lease shall so terminate, the insurance proceeds, as to the Existing Building, shall be equitably apportioned between the parties by mutual agreement, or otherwise in the manner contemplated by and with application of the considerations set forth above as to a total condemnation. In the event that this Lease shall not so terminate, or that Lessee shall elect to rebuild or restore the Existing Building, Lessee shall receive and utilize the insurance proceeds to rebuild and restore the Demised Premises, including the Existing Building as promptly and practicably as reasonably possible to substantially the design and condition as existed prior to the casualty.

(c) Notwithstanding the foregoing provisions of this Paragraph, in all events where Lessee shall repair, rebuild or restore the Demised Premises and the insurance proceeds are insufficient to pay the entire cost thereof, Lessee shall not be required to pay the deficiency, if prior to commencement of the work Lessee shall notify Lessor of the deficiency in writing, or in the alternative, Lessee may elect to terminate this Lease. Lessor and Lessee agree to reasonably modify the work to be undertaken in order to allow the completion thereof with the insurance proceeds to be received by Lessee.

22. This Lease contains the entire agreement between the parties and all representations relating to this tenancy or to the Demised Premises are included herein.

23. This Lease shall be construed in accordance with the laws of the State of Connecticut.

24. This Lease shall be binding upon the parties, their successors and assigns.

25. If (i) Lessee shall determine (in its sole discretion) that Lessee is unable to raise and secure funding sufficient for the operation of the Existing Building and the wildlife rehabilitation and education center at the Demised Premises and to perform the undertakings of Lessee under or related to this Lease and to proceed with the project and Programs contemplated hereby, or (ii) all necessary Federal, State, and and/or City permits and any other governmental approvals necessary or desirable by Lessee for the maintenance and operation of the wildlife rehabilitation and education center at the Demised Premises shall not be maintained, then in either such event, Lessee shall have the right, upon written notice to Lessor within sixty (60) days following the date of such event, to terminate this Lease at no cost, expense or liability to Lessee, provided that any improvements made upon the Demised Premises by Lessee shall become the property of the Lessor at no cost to the Lessor.

26. Lessor acknowledges that the duties and obligations of Lessee shall in all respects be non-recourse as to the officers and directors of the Lessee, and no personal liability shall attach to any of its present and/or future officers and/or directors, their heirs, executors, administrators, successors and/or assigns, for any obligation hereunder or in connection herewith.

27. Lessor as requested by the Lessee, and Lessee as requested by the Lessor, will execute or provide such other documents and information as shall be reasonably necessary with respect to the transaction contemplated by this Lease.

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

CITY OF STAMFORD

By _____
Michael A. Pavia, Mayor

THE WILDLIFE ORPHANAGE, INC. dba
THE WILDLIFE CENTER OF FAIRFIELD
COUNTY

By _____
Cathie Kovacs, President

By _____
Heather Bernatchez, Corporate Secretary

Duly Authorized

Approved as to Form:

Approved as to Insurance Requirements:

Asst. Corporation Counsel

Risk Manager

EXHIBIT A
Demised Premises

EXHIBIT B

THE WILDLIFE CENTER OF FAIRFIELD COUNTY

CAPITAL & SITE PLAN

March 8, 2010

EXHIBIT C
THE WILDLIFE CENTER OF FAIRFIELD COUNTY
BUSINESS PLAN
March 8, 2010