

CURTIS, BRINCKERHOFF & BARRETT, P.C.

ATTORNEYS AND COUNSELORS AT LAW

666 SUMMER STREET

STAMFORD, CONNECTICUT 06901-1416

TELEPHONE (203) 324-6777

FACSIMILE (203) 324-9621

JOHN WAYNE FOX
WARD F. CLEARY
SUSAN L. STRATTON
JOHN J. LOUIZOS*†
DANIEL J. FOX
ROBERT J. BURNEY*

PATRICIA M. GAUG**
J. PAUL JOHNSON
OF COUNSEL

*ALSO ADMITTED IN NEW YORK
†ALSO ADMITTED IN VIRGINIA
‡ALSO ADMITTED IN MASSACHUSETTS

T. WARD CLEARY
1946-1988
RICHARD L. BRINCKERHOFF
1949-2005
JOHN D. HERTZ
1957-2002
JANE F. DONOVAN
1967-2003

FREDERICK M. TOBIN
RETIRED

August 13, 2020

VIA EMAIL: Andrew.Greenberg@mtacd.org

Andrew Greenberg
Associate Director, Transaction Management
Real Estate Department
Metropolitan Transit Authority
2 Broadway
New York, New York 10004

RE: Town of Darien Noroton Heights Commuter Parking Lot
Heights Rd., Darien, CT

Dear Mr. Greenberg,

Our client, the Town of Darien, has authorized us to submit this offer to sublease the above-referenced premises based on the following terms and conditions:

Property Address: 325 Heights Rd., Darien, CT

Space: A portion of the commuter parking lot situated north of the Metro-North Railroad tracks and south of Heights Rd., which portion lies west of the entrance into the parking lot nearest The Depot-Darien Youth Center, as delineated on the attached Exhibit A ("Subleased Premises").

Sublessor Name: Town of Darien ("Town")

Sub-Tenant Name: Metro-North Railroad/Metropolitan Transit Authority ("MNR")

Use of the subleased space: MNR will use the Subleased Premises to house five temporary construction trailers, 15 work trucks and four container boxes, and for parking for employees.

Rentable square footage:	Approximately 30,000 rentable square feet, as shown on Exhibit A.
Term:	Two years from date of initial possession, subject to earlier termination if 1) MNR no longer needs the space to service its work at its facility located in Springdale/Stamford, CT and provides the Town with sixty-days advance notice; or 2) the State of Connecticut Department of Transportation exercises its rights to terminate the Primary Lease (defined <i>infra</i>).
Possession Date:	To be determined
Rent commencement:	Upon possession
Monthly base rent:	\$5,500/monthly
Expenses:	MNR to pay in an amount proportionate to the Subleased Premises any real estate or other taxes attributable to its use and possession of the Subleased Premises
Utilities:	MNR shall pay for all its utility expenses including electricity, heat, water, telephone, sewer and internet access, including connection costs
Landlord's Work:	None; Subleased Premises taken "AS IS"
Tenant's Work:	Prepare and submit for Town's approval a survey of the Subleased Premises. Install a chain link fence with privacy screen and gate access across the width of subleased premises at its eastern end. Install additional fencing with privacy screens around the remaining perimeters if requested by the Town. Install all necessary water, sewer, data and power connections and install utility pole with overhead wires and meter, subject to Town approval and in compliance with local ordinances and regulations Install security lighting and cameras as determined by MNR, subject to Town approval
Hazardous Materials:	No hazardous materials or major construction materials will be stored at the Subleased Premises.
Security Deposit:	\$5,500.00

Sublet and Assignment: MNR shall have no right to sublet or assign the Subleased Premises

Signage Rights: MNR may post signs subject to local zoning regulations and Town approval

Access/Business Hours: 24 hours a day, 7 days a week

Broker: None

Default: Town shall provide MNR with written notice of any default and provide MNR with ten days to cure any monetary default, and thirty days to cure any non-monetary default

Indemnification/Insurance: MNR shall indemnify, hold harmless and defend the Town for claims arising from the use of the Subleased Premises, negligent acts or omissions of MNR, and for MNR's breach of, or default under, the Lease. MNR shall list the Town as an additional insured and provide proof of the following insurance coverage for itself and for any third-party contractors it may retain to perform work at the Subleased Premises:

- 1). Commercial General Liability:
\$2,000,000 per occurrence, \$3,000,000 aggregate each claim for bodily injury, personal injury, property damage, contractual liability and products /completed operations.
- 2). Automobile Liability and Physical Damage Coverage:
\$500,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.
- 3). Workers' Compensation:
Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut. Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the

provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of Darien, the Darien Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

4). Crime & Fidelity:

Coverage A - \$1,000,000 Employee Theft

Coverage B - \$1,000,000 Forgery & Alteration

Coverage C - \$1,000,000 Theft of Monies & Securities

Coverage D - \$1,000,000 Robbery & Safe Burglary

The above-named coverages shall provide third party coverage. The Contractor shall provide that the bonding company name the Town of Darien as Joint Loss Payee for purposes of the sublease.

5). Professional Liability:

\$1,000,000 per occurrence, \$3,000,000 aggregate each claim.

6). Personal Property:

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to MNR and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000. MNR agrees that the Town will not assume any responsibility for the Contractor's personal property.

MNR's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Administrative Officer.

MNR shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. If MNR is self-insured, it is agreed that in no event shall MNR have any right of recovery against the Town.

The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought and that any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.

Repairs:

MNR shall be solely responsible for, repairing and maintaining the subleased premises, including snow and ice removal.

Upon termination, MNR will remove all its equipment, materials, fencing and utility connections from the subleased premises and restore the subleased premises to their present condition as they existed prior to the sublease, including restoring any disturbances to the asphalt overlay. If MNR fails to complete restoration within 60 days of sublease termination, the Town may undertake restoration directly and MNR will reimburse the Town for any expenses the Town incurs for such restoration work.

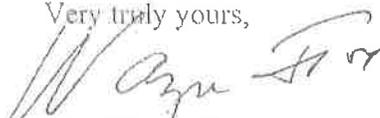
Subordination:

This sublease shall be expressly subject and subordinate to all of the terms, provisions, covenants, agreements and conditions of the primary lease between the State of Connecticut Department of Transportation and the Town, as amended and supplemented, pertaining to the Property ("Primary Lease").

This is only an offer to sublease the Premises on the terms and conditions contained herein and this is not a binding legal agreement. Such offer is subject to the terms and conditions of the Primary Lease and is expressly conditioned on obtaining any and all consents as required by the Primary Lease and the Standard Railroad Lease Specifications and Standards referenced in the Primary Lease, as well as all required municipal approvals. In addition, this offer shall not be binding on Sublessor until a satisfactory sublease agreement has been mutually executed and exchanged.

We look forward to your earliest response.

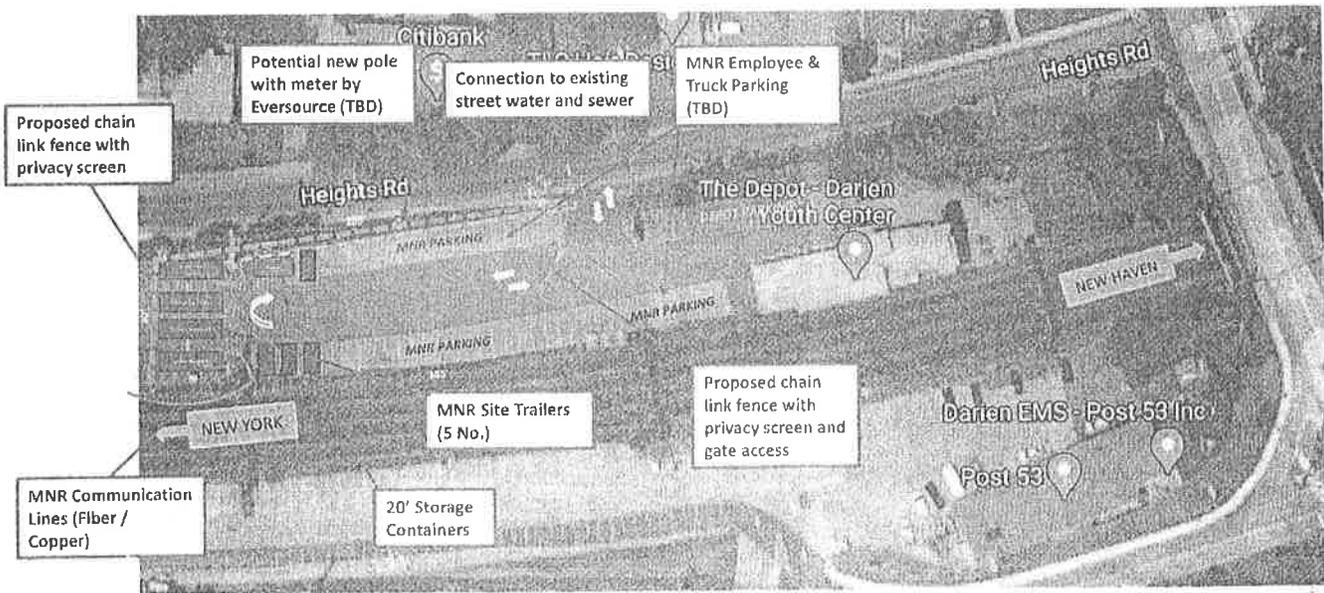
Very truly yours,



John Wayne Fox

JWF/ljl

EXHIBIT A



Noroton Heights Station Parking Lot – Proposed Layout for Metro-North Trailers

Rev3