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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

RICHARD M. PALANZO
SUPERINTENDENT

Department of Public Buildings
Telephone: (203)797-4584
Facsimile: (203)796-1528
Email: r.palanzo@ci.danbury.ct.us

To: The Honorable Mark D Boughton, Mayor
City Council Members

Subj: Lease of Work Shop at Farrington Woods Property

Dear Honorable Mayor and Members of the City Council:

I received a request from Mrs. Danielle Langford, an artist who resides in Danbury that is desirous of leasing a portion of the Guest House at Farrington Woods known as the "work shop" for her artist studio.

Attached please find a recommended lease, prepared by the office of our Corporation Counsel for you review. I would appreciate it if you could place this on the agenda for the next council meeting. If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

Richard M. Palanzo
Superintendent

CC: Corporation Counsel

RMP/cag/G/pubbldgs/workshoplease

RECYCLED PAPER

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LEASE – GUEST HOUSE - WORKSHOP @ Farrington Property

THIS INDENTURE, made by and between the CITY OF DANBURY, a municipal corporation, located at 155 Deer Hill Avenue, Danbury, in Fairfield County and organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, hereinafter designated as the LESSOR, and DANIELLE LANGFORD of the City of Danbury, County of Fairfield, State of Connecticut, hereinafter designated as the LESSEE,

WITNESSETH, that the LESSOR does hereby lease to said LESSEE:

A CERTAIN workshop of approximately 700 square feet, more particularly known as the "Guest House-Workshop", so-called, at 125 Mill Plain Road, Danbury, Connecticut, and more particularly shown on the sketch attached hereto as Exhibit A, which premises are circled.

FOR THE TERM OF one year commencing on the ____ day of _____ 2014, and terminating on the ____ day of _____ 2015, for the term rent of Four Thousand two Hundred Dollars ($4,200.00) payable in advance in equal monthly payments of Three Hundred Fifty Dollars ($ 350.00) each, to wit: on the first day of each month apportioned for any month(s) of partial occupancy, plus security as set forth in paragraph 3 on the Addendum herein.

In addition to the foregoing one (1) year term, the LESSOR shall have the right to exercise a one (1) year option upon the terms described herein. If the LESSOR elects to exercise said option, it shall give notice thereof to the LESSEE, in writing, not less than 90 days prior to the expiration of the then current lease term.

AND THE SAID LESSOR covenants with the said LESSEE that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said LESSEE (him keeping all the covenants on his part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

AND THE SAID LESSEE covenants with the said LESSOR to hire said premises and to pay the rent as aforesaid, that he will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that he will not assign this Lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said LESSOR but will deliver up the same at the expiration or sooner determination of their tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

PROVIDED, HOWEVER, and it is further agreed that, in addition to other remedies set forth herein, the LESSEE shall pay to LESSOR Fifty Dollars ($50.00) as a late payment fee for costs of administration, in addition to the rent then due, if the said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid; or if the said LESSEE shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the LESSOR in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation therein, expire and terminate, and the LESSOR may, at any time thereafter, re-enter said premises and the same have and possess as of its former estate, and without such re-entry may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said LESSEE. Subletting and/or assignment is prohibited unless specifically authorized in writhing by LESSOR.

AND IT IS FURTHER AGREED between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any express stipulations therein, the said LESSEE hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

AND IT IS FURTHER AGREED that in case the said LESSEE shall, with the written consent of the said LESSOR endorsed hereon, or on the duplicate hereof, at any time hold over the said premises beyond the period above specified as the termination of this Lease, then the said LESSEE shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said LESSEE shall operate to renew this Lease without such written consent of said LESSOR.

AND IT IS FURTHER AGREED between the parties hereto, that the LESSEE agrees to comply with and to conform to all of the laws of the State of Connecticut, and the by-laws, rules and regulations of the City of Danbury within which the premises hereby leased are situated, relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby leased are or may be concerned; and to save the LESSOR harmless from all fines, penalties and costs for violation of or noncompliance with the same, and that said premises shall be at all times open to the inspection of said LESSOR, and its agents, to applicants for purchase or lease, and for necessary repairs.

AND IT IS FURTHER AGREED that the said LESSEE shall pay for electricity and garbage removal during the term aforesaid, in addition to the rent hereinbefore provided for.

AND IT IS FURTHER AGREED between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of said LESSOR; that in case the damage shall be so extensive as to render the building or demised premises untenantable, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and LESSEE shall have no claim against LESSOR for the value of any un-expired term of said Lease.

AND LESSEE further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

AND THE LESSEE covenants that in the event the LESSOR is required to employ an attorney to enforce a provision of this Lease, the LESSEE shall pay a reasonable attorney's fee.

The provisions of the Addendum attached hereto are made a part of this Lease in its entirety.

Dated at Danbury, Connecticut this _____day of _____ 2014.

Signed, Sealed and Delivered
in the presence of:

CITY OF DANBURY

_____

Witness

_____

Mark D. Boughton, Mayor

LESSEE:

_____

Witness

_____

Danielle Langford

ADDENDUM TO GUEST HOUSE - WORKSHOP LEASE

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Between: The City of Danbury, a municipal corporation, LESSOR, and _____, LESSEE

The provisions of this Addendum are hereby made a part of the basic Lease to which it is attached in all respects.

1. The LESSEE hereby agrees to reimburse the LESSOR herein for all costs and expenses incurred by the LESSOR either in enforcing the terms of this Lease, collecting any rent or other charges due herein or obtaining possession of said premises, which sums shall include court costs and reasonable attorney's fees.

2. The LESSEE herein shall provide, upon execution hereof, evidence of liability insurance in the amount of $300,000.00. The LESSEE shall be fully responsible for providing personal insurance for all of LESSEE'S personal possessions located within the premises.

3. The LESSEE herein shall deposit with the LESSOR a sum representing one (1) months' rent as a security deposit, which said sum shall be retained by the LESSOR in an interest bearing account. Said security deposit plus accrued interest shall be returned to the LESSEE herein within thirty (30) days of the termination of this Lease provided the premises are returned to the LESSOR in the same condition it was let, fair wear and tear excepted, and LESSEE has fully complied with all of the terms and conditions of this Lease.

4. It is understood and acknowledged by the LESSEE herein that the location of these premises within a municipal park may limit to a degree the full, absolute and quiet enjoyment of the premises by the LESSEE and also imposes certain restrictions on LESSEE'S full use and enjoyment of the premises, including LESSOR'S right to inspect the premises upon reasonable notice, all of which were taken into consideration by the LESSEE upon entering this Lease. The rental being charged under this Lease also takes into consideration these factors.

As a result of this situation, therefore, the LESSEE does hereby specifically agree that:

(a) As the LESSOR will maintain the roadways, LESSEE agrees to ensure that no personal items are left on the grounds that will interfere with this maintenance activity.

(b) No laundry or other items shall be permitted to be hung outside on clotheslines or in the windows of said premises at any time without the express permission of the LESSOR.

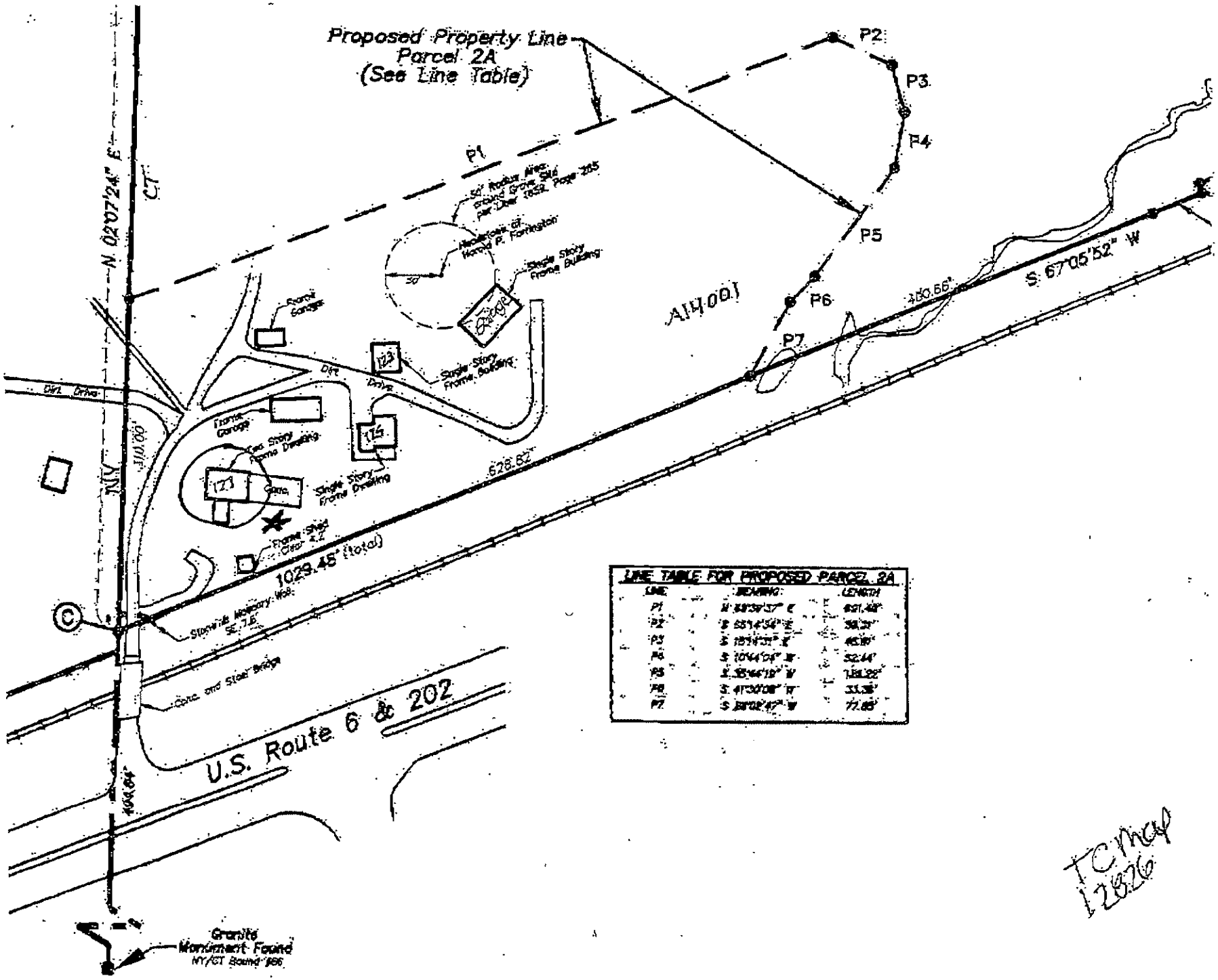
(c) No Pets.

(d) No painting or any modification to the exterior or interior of the premises shall be made by the LESSEE without the express prior written consent of the LESSOR. There will be no use of nails or screws to hang items or to affix any items to the walls or woodwork of the premises without the express prior written permission of the LESSOR.

(e) Report any violations of the rules and regulations to the appropriate enforcement authorities, including police and the Director of the Department of Recreation. Report any building issues to the Public Buildings Division, 203-797-4584.

(f) Call appropriate emergency personnel (fire, ambulance, etc.) as needed to respond to emergency situations.

(g) Maintain the Guest House and surrounding grounds in a neat, orderly condition.



LINE TABLE FOR PROPOSED PARCEL 2A		
LINE	BEARING	LENGTH
P1	N [illegible] E	[illegible]
P2	S [illegible] E	[illegible]
P3	S [illegible] E	[illegible]
P4	S [illegible] W	[illegible]
P5	S [illegible] W	[illegible]
P6	S [illegible] W	[illegible]
P7	S [illegible] W	[illegible]

EXHIBIT A

TC map 12826

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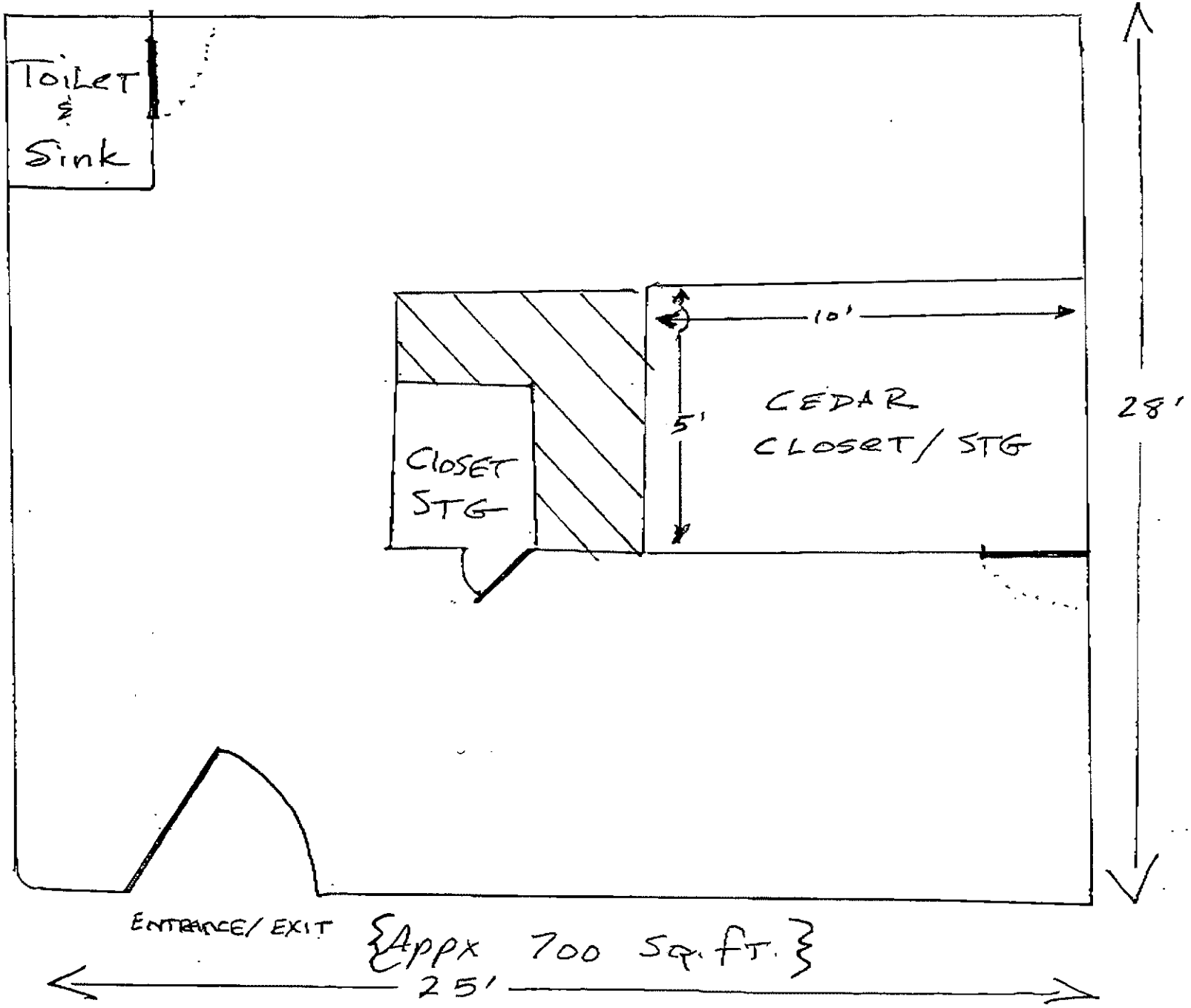
WORKSHOP IN GUEST HOUSE AT FARRINGTON WOODS PARK



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STATE OF CONNECTICUT)
) ss: Danbury
COUNTY OF FAIRFIELD)

On this the _____ day of _____ 2014, before me the undersigned officer, personally appeared Mark D. Boughton, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Commissioner of the Superior Court
Notary Public/My commission expires:

STATE OF CONNECTICUT)
) ss: Danbury
COUNTY OF FAIRFIELD)

On this the _____ day of _____ 2014, before me, the undersigned officer, personally appeared Danielle Langford, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

_____
Notary Public/My commission expires:
Commissioner of the Superior Court