



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) -594-2392

September 13, 2018

The Honorable Lynne Vanderslice
First Selectwoman
Town of Wilton
238 Danbury Road
Wilton, Connecticut, 06897

Dear First Selectwoman Vanderslice :

Subject: Leased State Property: U.S. ROUTE 7 (Danbury Road)
Town: Wilton
File No: 161-086-041C

The subject Lease Agreement will expire on November 30, 2018. In accordance with Article 4 on page 2 of the Lease Agreement, you have an option to renew the Lease Agreement for an additional five (5) year period of time. There shall be no monthly monetary consideration of this Lease Agreement. All other terms and conditions of the subject Lease Agreement shall remain in full force and effect. The term of the option is for a five-year period which will commence on **December 1, 2018 and end on November 30, 2023.**

If you are in agreement to exercise this option, please execute this form on the signature line and return it prior to the termination date of the current Lease Agreement. Failure to exercise your renewal option and submit an ACORD insurance certificate by this date will result in the termination of the Lease Agreement. Once terminated, a \$500.00 administrative fee will be imposed for the preparation of a new lease agreement.

If you have any questions, please contact Orathip (Angie) Fagan the Property Agent assigned the file, at 860-594-2482.

Very truly yours,

A handwritten signature in cursive script that reads "Melanie Fadoir".

Melanie Fadoir
Supervising Property Agent
Property Management Section
Division of Rights of Way

LEASE AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
TOWN OF WILTON
U.S. ROUTE 7 (DANBURY ROAD)
TOWN OF WILTON
FILE NO. 161-086-041C

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this 7th day of November, 2013, by and between the State of Connecticut, Department of Transportation ("State"), James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, and the Town of Wilton ("Second Party"), a municipal corporation, with a mailing address of 238 Danbury Road, Wilton, Connecticut 06897, acting herein by William F. Brennan, its First Selectman, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land, hereinafter described ("Premises"), for passive recreational purposes and storage of landscaping materials. This is an alternate use on a temporary basis, and

WHEREAS, the State and the Second Party acknowledge and agree that the Premises is designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses are temporary and subordinate thereto, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, the Premises situated in the Town of Wilton, County of Fairfield, and State of Connecticut, on the northerly side of U.S. Route 7 (Danbury Road), with appurtenances thereon, if any, containing approximately 35.8 acres, as shown on a sketch attached hereto, herein referred to as: "EXHIBIT A".

1. The sole purpose of this Agreement is to allow the Second Party to, and the Second Party agrees that it will, use the Premises only for passive recreational purposes and storage of landscaping materials. This is an alternate use on a temporary basis. Due to the Premises proximity to the State highway, the Second Party agrees that the Second Party's obligations to hold harmless and indemnify the State and others as provided in Item 6 of the "Specifications" (referred to and defined in Article 7 hereof) for or against any and all claims, losses, liabilities and other matters arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Second Party shall include, without limitation, any injury (including death) and damage to property that is caused by any debris that falls, is thrown or otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property.

2. The term of this Agreement is for a five (5) year period of time commencing December 1, 2013, to and including November 30, 2018.

3. There shall be an Administrative Fee of Five Hundred Dollars (\$500) due to the State upon execution of this Lease Agreement. There shall be no monthly monetary consideration to the State, as long as the area remains free to the public.

4. The Second Party shall have the right to renew this Agreement for two (2) additional five (5) year periods of time, subject to a review and update of the rental fee, by giving the State official notice, as the same is hereinafter defined.

5. This Agreement may be terminated at any time, with or without cause, by either party hereto, by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall terminate with the same effect as if the date specified in such notice was the date originally specified herein as the date as of which this Agreement otherwise is due to expire.

6. The Second Party may, at its option and expense, record a Notice of Lease, in which case, it is mutually understood and agreed by the parties hereto that when pages -1- thru and including -4- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

7. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants: Governmental, dated August 29, 2013 ("Specifications"), which is hereby made an integral part of this Agreement by attachment hereto.

8. If any improvements are planned to be made to the Premises, the Second Party must obtain an Encroachment Permit in accordance with Item (20) of the Specifications. The Second Party must contact the Special Service Section Chief of the State's District 3 Maintenance Office, at (203)389-3010, to apply for this Permit.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

[Signature]
Name: James H. Norman

[Signature]
Name: Jennifer N. Tro

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
James Redeker, Commissioner

By [Signature] (Seal)
Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and
Construction

Date: Nov 7, 2013

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

SS: Newington

Nov 7 A.D., 2013
Date

Personally appeared for the State, Thomas A. Harley, P.E., Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Bureau Chief, Bureau of Engineering and Construction, before me.

My Commission Expires:

5-31-14

[Signature]
Notary Public

WITNESSES:

[Signature]
Name: JACQUELINE ROCHESTER

[Signature]
Name: Ann R Fiteni

SECOND PARTY
Town of Wilton

By [Signature] (Seal)
Its First Selectman
William F. Brennan

Date: Oct 31, 2013

STATE OF CT)
COUNTY OF Fairfield)

SS: Wilton
City/Town

Oct. 30 A.D., 2013
Date

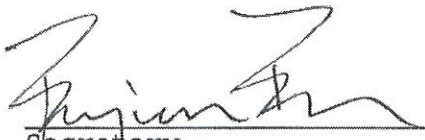
Personally appeared for the Second Party, William F. Brennan, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of Town of Wilton, and his free act and deed as First Selectman, before me.

My Commission Expires:

[Signature]
Notary Public

Ann R. Fiteni
NOTARY PUBLIC
State of Connecticut
My Commission Expires 7/31/2017


This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.



Secretary
Office of Policy & Management
State of Connecticut

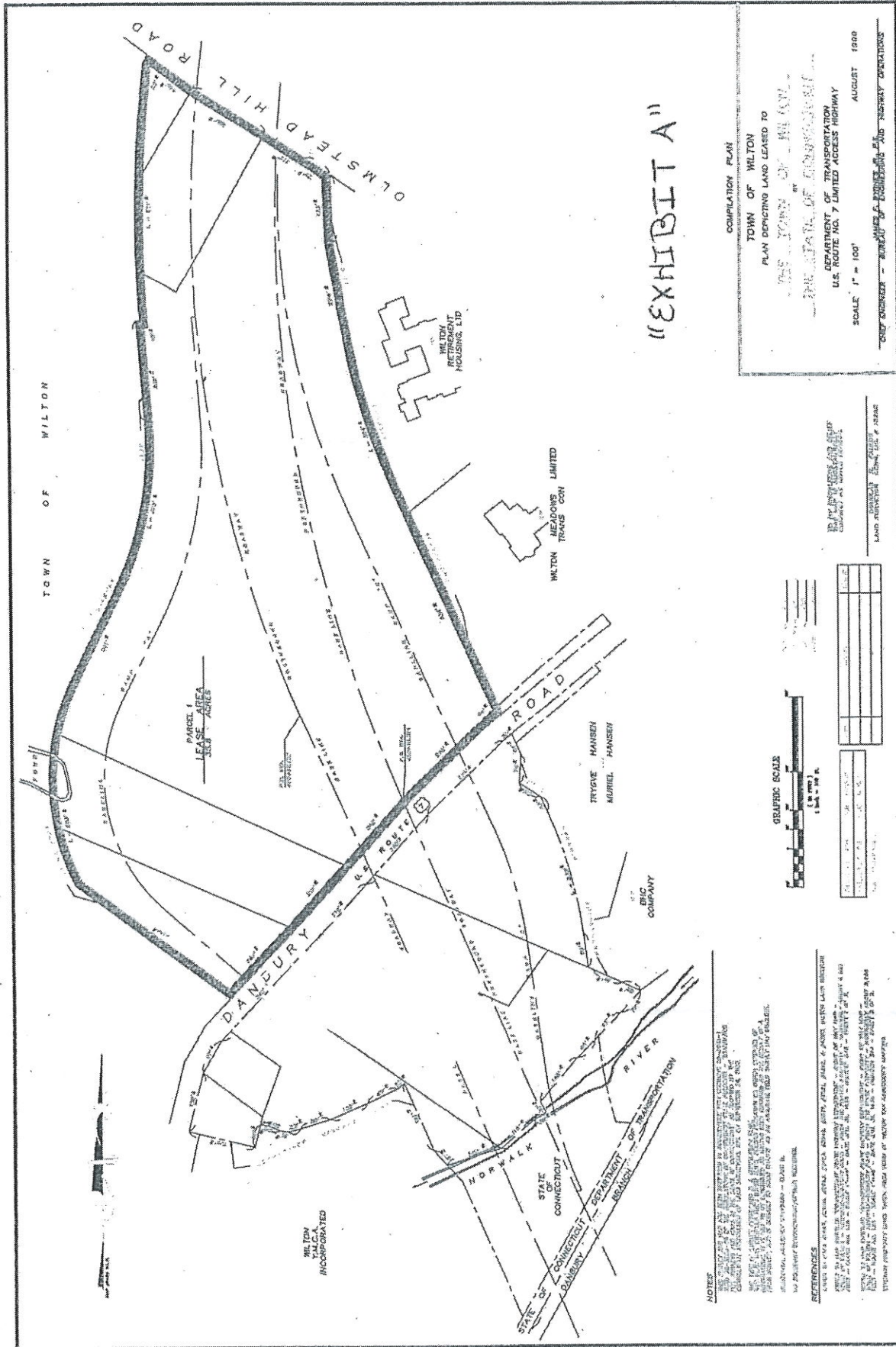
Date: 11/26/13

APPROVED:



Attorney General
State of Connecticut *Joseph Rubino*
ASSOC. ATTY. GENERAL

Date: 12/9/13





STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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A handwritten signature in cursive script that reads "Melanie Fadoir".

Melanie Fadoir
Supervising Property Agent
Property Management Section
Division of Rights of Way

Town of Wilton
File: 161-186-041C

Acknowledged and Accepted on Behalf of



First Selectwoman Vanderslice

Date: 11/7/18

Enclosure

Town of Wilton
File: 161-186-041C

Acknowledged and Accepted on Behalf of



First Selectwoman Vanderslice

Date: 11/7/18

Enclosure

Orathip (Angie) Fagan/oaf

cc: Paul Holmes – Daniel DiReinzo – District III Maintenance
Vincent P. Hogan – Benedicto Andaya
Amy N. Martinez – Melanie A. Fadoir
Orathip (Angie) Fagan - Workflow File