

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 5, 2020, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by a resolution adopted June 10, 2019, authorized City Manager John Salomone to enter into an individual Real Estate Listing Agreement with Allyn and Associates Realtors offering to sell the property at 253 Broad Street at a price to be recommended by Allyn and Associates Realtors; and

WHEREAS, the Council further resolved that upon receipt of a Purchase and Sales Agreement containing an offer to purchase at a price recommended by Allyn and Associates Realtors and containing such terms and conditions as are satisfactory to the City Manager, he was to notify the Council of the proposed Purchase and Sales Agreement for its consideration and possible approval; and

WHEREAS, Allyn and Associates Realtors has received offers to purchase the property, the highest offer being the sum of \$15,000 the property to be conveyed in "as is" condition.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to enter into a Purchase and Sales Agreement on behalf of the City of Norwich to sell said property at a price of \$15,000 to Jesse Czaja of 19 Harbor View Lane, Norwich, Connecticut, pursuant to the terms of said Purchase and Sales Agreement and, upon timely tender of the purchase price subject to standard adjustments, to execute and deliver a deed of conveyance to Jesse Czaja of 19 Harbor View Lane, Norwich, Connecticut, or acceptable designee for the property known as 253 Broad Street, and to execute, deliver, and receive such other documents as are necessary to complete the transfer of title in keeping with the terms and conditions of the Purchase and Sales Agreement.

Dated at Norwich, Connecticut this 6th day of October 2020.

ATTEST:



Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 5, 2020, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted June 2, 2014 authorized and directed the city enter into a Lease Agreement with the Norwich Historical Society, Inc. leasing to it the property known as the Daniel Lathrop School located at 69 East Town Street to be used under direction as a “Heritage Information Center for Residents and Visitors” and for no other purpose without the written consent of the City of Norwich; and

WHEREAS, The Norwich Historical Society, Inc. has used the Daniel Lathrop School property consistent with the Lease with the City of Norwich, which Lease has now expired; and

WHEREAS, the City of Norwich and The Norwich Historical Society propose to enter into a new Lease Agreement with a 2-year term and four 2-year options to renew, a copy of which proposed Lease Agreement is attached to this resolution as Exhibit A; and

WHEREAS, the Council of the City of Norwich finds that entering to such Lease Agreement will be in the best interest of the City of Norwich and should permit the Norwich Historical Society, Inc. to continue a central heritage information center in an historic area of the City of Norwich

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager John Salomone be and hereby is authorized and directed to enter into and execute a Lease Agreement for the Daniel Lathrop School property on behalf of the City of Norwich with The Norwich Historical Society, Inc., said Lease Agreement to be satisfactory to him, substantially in the form of the Lease Agreement attached to this resolution as Exhibit A, and to receive and deliver copies of the Lease Agreement together with such other communications or documents as are necessary to effectuate the Lease Agreement.

LEASE AGREEMENT

This Lease Agreement (“lease”) made as of the _____ day of _____ by and between **THE CITY OF NORWICH**, a Connecticut municipality existing under the laws of the State of Connecticut located at 100 Broadway, Norwich, CT (hereinafter referred to as the “Landlord”) and **THE NORWICH HISTORICAL SOCIETY, INC.**, a Connecticut corporation organized and existing under the laws of the State of Connecticut and having a principal place of business in the City of Norwich, County of New London, State of Connecticut (hereinafter referred to as the “Tenant”).

WITNESSETH:

That for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

ARTICLE I - PREMISES

Section 1.1 Demise. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, a certain building and grounds immediately adjacent thereto owned by Landlord located at 69 East Town Street, Norwich, Connecticut, known as the Daniel Lathrop School as described and depicted on Exhibit “A”, attached hereto and made a part hereof. (hereinafter referred to as the “Premises”).

ARTICLE II - TERM

Section 2.1 Term. The term of this Lease shall be for a period of two (2) years unless sooner terminated as hereinafter provided. The term will start on August 1, 2020 (being sometimes herein referred to as the “commencement date”) and end on July 31, 2022 (being sometimes herein referred to as the “termination date”).

Section 2.2 Option to Renew. This Lease shall be renewed for four (4) additional two (2) year periods beginning on August 1, 2022 and terminating on July 31, 2030, whereupon Tenant will deliver up the premises in as good condition as they are now with ordinary wear excepted. Tenant shall give Landlord written notice at least NINETY (90) days prior to the expiration of the renewal term of its intent not to renew said Lease. If Tenant fails to give timely notice then the Lease shall automatically be renewed.

ARTICLE III - USE

Section 3.1. Usage. The Tenant shall occupy the Premises and use the Premises for the operation of a “Heritage Information Center for Residents and Visitors” and for no other purpose without first obtaining the written consent of the Landlord. Tenant shall maintain the Premises in a neat and clean condition and keep the premises in good repair. Tenant shall be responsible for removal from the Premises of all refuse it produces. Tenant may utilize such refuse collection services as are provided by the City of Norwich. Tenant may use the Premises’ address as its mailing address.

Section 3.2 Permits. Tenant covenants and agrees to obtain at its own sole expense any and all permits and approvals necessary for its usage of the premises. Tenant agrees to fully and completely comply at its own sole expense with all governmental rules, regulations and ordinances, whether Federal, State or municipal, which may apply to its occupancy and usage of the Premises.

ARTICLE IV - RENT

Section 4.1 Rent. Tenant agrees to pay the Landlord Rent as herein provided for. All rent is due and payable to the Landlord at: Office of the City Manager, 100 Broadway, Norwich, CT or such other address as Landlord may in writing notify Tenant.

Section 4.2 Base Rent. Tenant covenants and agrees to pay the Landlord an annual Rent of one dollar and 00/100 (\$1.00) paid annually, on the commencement date and then on June 1 of each year thereafter that Tenant leases the premises.

Section 4.3 Tenant to Pay Personal Property Taxes. Tenant shall be solely responsible for and pay within the time provided by law all taxes imposed on its personal property and hold and save harmless the Landlord therefrom.

ARTICLE V - UTILITIES

Section 5.1 Heating, Electricity, Sewer, and Water. Landlord shall be responsible for maintaining and operating all heating, electric, sewer, and water systems servicing the premises and all costs associated therewith.

ARTICLE VI - IMPROVEMENTS

Section 6.1 Tenant Improvements. Tenant shall be entitled at its own sole expense, upon obtaining all requisite approvals from the municipality, to make reasonable alterations and improvements to the Premises consistent with its usage of the Premises as a visitor's information center. Tenant shall pay promptly when due the entire cost of any work to the Premises undertaken by Tenant and to bond against or discharge any liens for labor or materials within ten (10) days' after written request by Landlord; provided, however, that Tenant shall have ninety (90) days to challenge in court the filing of any such lien.

Section 6.2 Effect of Entering into Possession / As Is / No Warranties. By entering into possession, Tenant shall be deemed to have: (a) accepted the Premises, (b) acknowledged that the same are in the condition called for hereunder, and (c) agreed that the obligations of Landlord imposed hereunder have been fully performed. Landlord does not make any representations or warranties related to (1) the physical condition of the Premises, (2) the appropriateness or fitness of the Premises for Tenant's intended usage.

Section 6.3 Tenant's Trade Fixtures. All trade fixtures and apparatus (as distinguished from leasehold improvements) owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at the end of this Lease or any renewal agreement; provided Tenant shall not at such time be in default of any terms or covenants of this Lease; and provided further that Tenant shall repair any damage to the Premises caused by the removal of said trade fixtures and apparatus and shall restore the Premises to good condition and repair as existed prior to the installation of said trade fixtures and apparatus.

ARTICLE VII - REPAIRS AND MAINTENANCE

Section 7.1 Repairs and Maintenance by Landlord. Landlord shall be responsible for maintaining the roof and exterior structure of the building in which the Premises is located. Tenant hereby grants Landlord such access to the Premises as may be reasonably necessary to meet this obligation. Tenant will attempt to secure funding to maintain the roof and exterior structure of the building in which the Premises is located. Tenant cannot guarantee the successful securing of any grants and/or donations.

Section 7.2 Repairs and Maintenance by Tenant. Tenant shall be responsible for maintaining the interior of the premises.

Section 7.3 Snow Removal/Exterior Grounds. Landlord shall be responsible for snow removal from the parking area and to maintain the grounds of the Building.

ARTICLE VIII - INDEMNITY AND INSURANCE

Section 8.1 Indemnity by Tenant. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all claims, actions, damages, liability and expense, proven in a court of competent jurisdiction, including, but not limited to, attorney's fees and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of the Landlord's building, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees or invitees, provided the same shall not be caused by any gross negligence of the Landlord.

8.2 Landlord Not Responsible for Business Interruption. Landlord shall not be responsible for or liable for any interruption of Tenant's business occasioned by any damage to either the interior or exterior of the building in which the Premises are located or in the Premises.

8.3 Tenant's Insurance. At all times after the execution of this Lease, Tenant will carry and maintain, at its expense: a) public liability insurance, including, but not limited to, insurance against assumed or contractual liability under this Lease, with respect to the Premises, to afford protection with limits, for each occurrence, of not less than \$1,000,000.00, with respect to personal injury and death, with 2,000,000 in the aggregate and \$300,000.00 with respect to property damage; b) all-risks property and casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises and all leasehold improvements installed in the Premises by or on behalf of Tenant; and c) coverage for business interruption and loss of business income for not less than 12 months.

8.4 Tenant's Contractor's Insurance. Tenant shall require any contractor performing work on the Premises to carry and maintain, at no expense to Landlord: a) worker's compensation or similar insurance in form and amounts as required by law; and b) comprehensive general liability insurance, including, but not limited to, contractor's liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits, for each occurrence, of not less than \$1,000,000.00 with respect to personal injury or death, and \$500,00.00 with respect to property damage.

8.5 Waiver of Right of Recovery. Neither Landlord or Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property or liability for personal injury, wrongful death, or losses under workers compensation laws and benefits, to the extent such loss or damage is covered by insurance, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees. Landlord and Tenant are obligated to submit any and all claims to their respective insurance companies.

ARTICLE IX - DAMAGE AND DESTRUCTION

Section 9.1 Landlord's Obligation to Repair and Reconstruct. If the Premises shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), but, the Premises shall not be thereby rendered wholly or partially unusable, Landlord shall promptly cause such damage to be repaired and there shall be no abatement of rent. If, as a result of the Casualty, the Premises shall be rendered wholly or partially unusable, then, subject to the provisions of Section 9.2, Landlord shall cause such damage to be repaired and, there shall be no abatement or proportional abatement of the rent during the period of such untenability. All such repairs shall be made at the expense of Landlord, subject to Tenant's responsibilities set forth herein. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property or to any leasehold improvements installed in the premises, all of which replacement or repair shall be undertaken and completed by Tenant promptly.

Section 9.2 Landlord's and Tenant's Option to Terminate Lease. If the Premises are (a) rendered wholly untenable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance or the proceeds thereof are insufficient to effect such repairs, or (c) damaged or destroyed in whole or to the extent that 25% (or more) of the floor area of Tenant's Premises is untenable and cannot be restored within 90 days of the occurrence of such event, (d) the damage takes place within two years of the end of the Lease, or (e) Landlord's building is damaged to the extent of 50%, or more, then, in any of such events, Landlord or Tenant may elect to terminate this Lease by giving notice to the other of such election within 90 days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and the rent shall not be adjusted as of the date of such termination. Notwithstanding the foregoing, until such date as the Tenant actually vacates the Premises and surrenders possession thereof to Landlord Tenant shall continue to be liable for all rent.

Section 9.3 Demolition of Building. If Landlord's building shall be so substantially damaged that it is reasonably necessary, in Landlord's sole judgment, to demolish such building for the purpose of reconstruction, Landlord may demolish the same in which event this Lease, on Notice to Tenant, shall be terminated and the rights and obligations of the parties shall cease as of the date of such notice in accordance with the provisions of Section 9.2.

ARTICLE X - CONDEMNATION

Section 10.1 Effect of Taking. If the whole or a minimum of 25% of the floor area of the Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date the Tenant is required to yield possession thereof to the condemning authority. Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition and the annual rent shall not be reduced proportionately. In the alternative Landlord may simply elect to terminate this Lease by notice to Tenant, in which event the rights and obligations of the parties shall cease as of the date of such notice, and the annual rent shall not be adjusted.

Section 10.2 Condemnation Awards. All compensation awarded for any taking of the Premises or any interest therein shall belong to and be the property of the Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but if and only if such action will not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord or the owner of the fee simple estate of Landlord's building.

ARTICLE XI - ASSIGNMENTS AND SUBLETTING

Section 11.1 Landlord's Consent Required. Tenant may not assign its interest under this Lease, either in whole or in part, without the written consent of the Landlord. Notwithstanding any approved assignment, Tenant, and any guarantors of this Lease, shall continue to remain fully liable and responsible to Landlord for all obligations imposed on it under the terms and conditions of this Lease should Tenant's assignee fail to comply fully with all such obligations. The acceptance by Landlord of any payment from any assignee shall not be deemed to constitute consent by Landlord to such assignment nor shall the same be deemed to be a waiver of any right or remedy of Landlord under this Lease.

ARTICLE XII - DEFAULT

Section 12.1 "Event of Default" Defined. Any one or more of the following events shall constitute an "Event of Default":

- a) Failure of the Tenant to fully pay any rent when due;
- b) If (A) a petition is filed against Tenant or any Guarantor of this Lease under any bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution or insolvency law, and is not dismissed within 60 days after such filing; or (B) Tenant or any Guarantor (i) files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law, or (ii) makes any general assignment for the benefit of creditors or admits in writing its inability, or fails, to pay its debts generally as they become due, or consents to the appointment of a receiver, custodian, liquidator or trustee of itself, or of all or any part of this property; or (C) Tenant or any Guarantor is “insolvent”, meaning that either Tenant or Guarantor is unable to pay its debts as they become due or if the fair market value of their or its assets do not exceed their or its aggregate liabilities; or (D) any trustee, custodian, receiver, or liquidator of Tenant or Guarantor is appointed by Court order and such order remains in effect for more than 30 days, or an order for relief is entered with respect to Tenant and/or any Guarantor;
- c) Default by Tenant in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money), which default is not cured within 15 days after the giving of notice thereof by Landlord, however, if Tenant shall default in the performance of any such covenant or agreement of this Lease more than once in any 12 month period, that notwithstanding such default or defaults have each been cured by Tenant, any further similar default shall be deemed an Event of Default without the ability to cure;
- d) The vacating or abandonment of the Premises by the Tenant prior to the termination date;
- e) The occurrence of any other event described as constituting an “Event of Default” elsewhere in this lease.

Section 12.2 Landlord’s Remedies. Upon the occurrence and/or continuance of any one or more Event of Default, Landlord, without notice to Tenant except such notice as may by law be required, may do any one or more of the following:

- a) Terminate this Lease and commence a summary process action for possession of the Premises;
- b) Exercise any and all legal and equitable remedies permitted by law;
- c) Take possession of the Premises by unilateral action if Tenant has abandoned them and dispose of any of Tenant’s personal property left in the Premises;
- d) All rights and remedies of Landlord are cumulative in nature and not exclusive. The utilization of one remedy shall not exclude the Landlord from pursuing other remedies.

Section 12.3 Cost of Landlord’s Remedies. Any and all reasonable costs and expenses (including, but not limited to, attorney fees (whether or not litigation is commenced)), other professional fees, and court costs) incurred by Landlord in enforcing any of its rights or remedies under this Lease shall be repaid to Landlord by Tenant, and if not repaid, shall be awardable by a court of competent jurisdiction.

Section 12.4 Assignment in Bankruptcy. In the event of an assignment by operation of law under the Federal Bankruptcy Code, or any state bankruptcy or insolvency law, and in the further event that Landlord elects not to terminate this Lease under Section 12.2, the assignee shall provide the Landlord with adequate assurance of the future performance of all the terms and covenants of this Lease, which shall include, but which shall not be limited to, assumption of all the terms, covenants and conditions of the Lease by the

assignee and the making by the assignee of the following express covenant to the Landlord: that assignee has sufficient capital to pay all rent (basic monthly rent and additional rent) due under this lease for the entire remaining Term.

ARTICLE XIII - SUBORDINATION AND ATTORNMENT

Section 13.1 Peaceful and Quiet Use and Possession. Provided Tenant fulfills and performs all of the covenants of this Lease which Tenant is required to fulfill and perform, Landlord covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of Landlord.

Section 13.2 Subordination. This Lease shall be subordinate to all current or future mortgages that Landlord may place on the property on which the premises are located.

Section 13.3 Attornment. If any person shall succeed to all or part of Landlord's interest in the Premises, by whatever legal means, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request, provided such successor in interest enters into an agreement not to disturb Tenant's possession and occupancy of the Premises, subject to the terms and conditions of this Lease.

ARTICLE XIV - NOTICES

Section 14.1 Sending of Notices. Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be deemed to have been given and received as follows:

a) If intended for Landlord, on the 3rd day following the day on which the same shall have been mailed by U.S. registered or certified mail, return receipt requested, with all postage charges prepaid, addressed to the Landlord at: Office of the City Manager, 100 Broadway, Norwich, CT 06360.

b) If intended for the Tenant, on the 3rd day following the day on which the same shall have been mailed by U.S. registered or certified mail, return receipt requested, with all postage charges prepaid, addressed to the Tenant at: c/o Norwich Historical Society, 69 East Town Street, Norwich, CT 06360

Each party may change its address for notice purposes on written notice to the other party as set forth above.

ARTICLE XV - MISCELLANEOUS

Section 15.1 Inspection and Access by Landlord. Landlord (and/or Landlord's agents and servants) shall have the right to enter the premises in times of emergency to make repairs and inspect as to whether repairs are necessary, upon oral request. Landlord also shall have such access to the Premises as is reasonably necessary for Landlord to comply with its obligations under this Lease. Landlord may have reasonable access on reasonable notice to show the property to prospective purchasers, mortgagees, or prospective tenants, on reasonable notice and provided that such access shall not unreasonably interfere with Tenant's business.

Section 15.2 All Landlord Remedies are Cumulative. All of Landlord's remedies are cumulative in nature and not exclusive.

Section 15.3 Captions and Headings. The Article and Section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this lease.

Section 15.4 Entire Agreement / No Modification. This Lease is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in a course of performance rendered under this Agreement shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by both parties with the same formalities as attended the signing of this Lease.

Section 15.5 Severability. If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Should a court of competent jurisdiction find any provision or part of a provision unenforceable as written the court may reform such provision or part of a provision to render it enforceable consistent with the general intent of the remaining portion of such provision and/or this Lease.

Section 15.6 Applicable Law. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Connecticut.

Section 15.7 Waiver of Jury Trial. Landlord and Tenant hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction which arises from this Lease, their respective relationship as Landlord and Tenant, and/or the leasing, renting, and occupancy of the Premises.

Section 15.8 Limitation on Right of Recovery Against Landlord. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Landlord's building and the land on which it is built and any judgment rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in Landlord's building and the underlying land. No personal judgment shall lie against Landlord upon extinguishment of its rights in Landlord's building and the underlying land and any judgment shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee.

Section 15.9 Neutral Construction of Lease. This Lease shall be construed neutrally with respect to any ambiguities herein contained. Any rule of construction requiring the Lease to be construed against the drafter, against the Landlord, or against any party shall not be applied.

Section 15.10 Grammatical Usage. The use of any pronoun in connection with this Lease shall include the singular and plural and masculine, feminine and neuter, as the context may require. Whenever used the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. Spelling errors, if any, shall be corrected by construction.

Section 15.11 Execution of Lease in Duplicate. This Lease shall be executed in duplicate. Each party shall retain one executed copy. Each executed duplicate copy shall constitute an original with the need to produce the other.

In Witness Whereof the Parties have set their hands and seals below.

The Landlord
City of Norwich

By:
Its City Manager, Duly Authorized

Date: _____

The Tenant
Norwich Historical Society

By:
Its: President, Duly Authorized

Date: _____

Dated at Norwich, Connecticut this 6th day of October 2020.

ATTEST: 
Betsy M. Barrett
City Clerk