

BLOCK
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LEASE FOR HOUSING FOR
THE ELDERLY SITE AT WILLARD SCHOOL

This Lease, made by this Agreement between the CITY OF STAMFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, and located in the County of Fairfield in said State, acting herein by THOM SERRANI, its Mayor, hereunto duly authorized and hereafter referred to as "LANDLORD" and NEIGHBORHOOD PRESERVATION FOUNDATION INCORPORATED, a non-profit corporation organized and existing under the laws of the State of Connecticut and located in the City of Stamford, County of Fairfield and State of Connecticut, acting herein by HENRY N. TIFFT, its President, hereunto duly authorized and hereafter referred to as "TENANT".

W I T N E S S E T H:

1. The Landlord does hereby lease to the Tenant and the Tenant hereby hires from the Landlord all that certain piece, parcel or tract of land, together with the buildings and improvements thereon, more particularly described, shown and designated on Exhibit A attached hereto and made a part hereof.
2. The term of said lease shall be for 55 years, or the service life of the building, whichever occurs first in time, commencing on the second day following the execution of this lease and after its approval by the Planning Board, the Board of Finance and the Board of Representatives of the City of Stamford.

3. The term rent of this Lease shall be One Dollar (\$1.00) per year payable annually commencing on the 27th day of September, 1990.

4. The Tenant shall rehabilitate and convert the demised premises to housing for the elderly under the Federal Section 202 Direct Loan Program for Elderly Housing of the U. S. Department of Housing and Urban Development (HUD). The premises shall be used for elderly housing and no other purposes, except such use as may be incidental thereto. In rehabilitating and managing the facility, the Tenant shall abide by all health and building codes as well as all rules and regulations promulgated by HUD under the Code of the Federal Regulations, and specifically 24 CFR 885.

5. Said Tenant covenants with the said Landlord to hire said premises and to pay the rent thereof as aforesaid, that Tenant shall commit no waste, nor suffer the same; and also that Tenant shall not assign this Lease or underlet or otherwise dispose of the whole or any part of the demised premises without the prior written notice of the Landlord nor use the demised premises for any purposes except as herebefore set forth, but will deliver up the same at the expiration or sooner termination of this tenancy, in as good condition as when Certificates of Occupancy are first issued, ordinary wear and tear and the changes resulting from subsequent improvements excepted.

6. It is further agreed that if the Tenant violates any provision or paragraph of this Lease, then the Landlord shall give the Tenant written notice of said violation and if not corrected within sixty days after written notice mailed to the Tenant, then the Landlord shall have the option of declaring the Tenant in default of the Lease. The Landlord may, at any time thereafter, re-enter said premises, and the same have and possess as of the Landlord's 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 Landlord 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 Tenant.

7. The Tenant, if required by City boards or agencies having jurisdiction over same, at its cost shall submit site plans showing location of walkways, parking and service areas and all other outside improvement to such boards or agencies for review and approval.

8. All structures and improvements, whether temporary or permanent in character, which may be made upon the premises by Tenant except furniture, furnishings, equipment or movable fixtures installed at the expense of the Tenant shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant.

9. Tenant shall comply with and conform to all the laws of the United States and of the State of Connecticut, Charter, Ordinances and rules and regulations of the City of Stamford, so far as the premises hereby leased are, or may be concerned; and assume all costs for violation of or noncompliance with the same.

10. The premises shall at all times be open for the inspection of the Landlord and its agents, upon reasonable notice to the Tenant.

11. The Tenant agrees to keep said premises and all parts thereof in clean and sanitary condition and free from trash, inflammable material and other objectionable matter.

12. The Tenant shall make all repairs, both structural and ordinary, with regard to the demised premises, during the term of this Lease or any extension thereof.

13. The Tenant shall be responsible for maintenance of demised premises, as well as refuse collection, payments for water, electricity, heat, hot water, and other utilities for same.

14. The Tenant shall maintain all areas within leased premises including open areas and cut all grass, trim shrubs, etc., within demised premises.

15. Except as provided in Paragraph 18 hereof, the Tenant shall keep all walks and parking areas on the demised premises clean and free of obstruction and clear of all snow and ice.

16. The Landlord, at its sole cost and expense, shall extend the existing access driveway to serve as access to the housing for the elderly contemplated herein. This driveway shall include a turnaround. Both driveway and turnaround shall be constructed in dimensions and a location suitable to both parties and shall meet all City of Stamford regulatory requirements, including but not limited to traffic and fire department regulations. The Landlord shall have the right at its sole cost and expense to relocate the existing driveway subject to the prior written consent of the Tenant, which consent shall not be unreasonably withheld.

17. During the term of this Lease, the Landlord shall grant to the Tenant in common with others an easement for ingress and egress to run with the land over the access driveway described in Paragraph 16 so as to provide unimpeded and uninterrupted access to the demised premises.

18. The Landlord shall keep free from snow and ice the access driveway and turnaround heretofore described. If the Landlord fails to plow this access driveway within a reasonable time, then with due regard to the health and safety of the elderly residents, the Tenant may contract to have the driveway plowed and submit the bill for same or claim reimbursement from the Landlord.

19. The Landlord agrees to extend, at Landlord's sole cost and expense, a sewer line suitable to serve the demised premises which line shall be constructed in accordance with all regulatory requirements of the City of Stamford and in time to serve the completed development.

20. The Landlord agrees to install at locations mutually agreed upon between Tenant and Landlord utilities including but not limited to storm and sanitary drains, water, and sewer lines. The Landlord agrees to pay the cost of installing all utility lines up to the building and Tenant agrees to pay the cost of installation within the building. The Landlord further agrees to provide Tenant with easements sufficient to maintain the utilities described above. The parties shall provide in any subsequent lease with any of their tenants occupying the demised premises all of the easement rights as aforesaid. In the event the parties fail to agree upon the location of such easements, this issue shall be submitted to arbitration as provided in Paragraph 30 hereof.

21. In the event that the housing for the elderly to be rehabilitated on the premises hereby leased shall be totally or substantially damaged by fire or otherwise, the Tenant shall notify the Landlord whether or not the Tenant elects to repair said damages. If the Tenant elects not to repair said damage and notifies HUD and Landlord of same, then this Lease shall become null and void and of no further force and effect, provided Tenant shall at the option of the landlord remove all existing structures and leave the premises as nearly as practical, ordinary wear and tear and fire damage excepted, in the same condition as it was at the time of the commencement of the Lease.

22. During the term of this Lease and for any further time that the Tenant shall hold the demised premises, Tenant shall obtain and maintain at Tenant's expense the following types and amounts of insurance:

a. Fire and Extended Coverage Insurance - The Tenant shall keep all buildings, improvements and equipment on the demised premises, including all alterations, additions and improvement, insured against loss or damage by fire with all standard extended coverage. The insurance shall be placed on a repair or replacement cost basis in an amount sufficient to prevent Landlord and Tenant from becoming co-insurers under provisions of applicable policies of insurance. If at any time there is a dispute as to the amount of such insurance, the same shall be settled by arbitration.

b. Boiler and Machinery Insurance - The Tenant shall provide adequate boiler and machinery insurance to cover all boilers and metal fired or unfired pressure vessels.

c. Comprehensive General Liability - Tenant shall provide liability insurance for bodily injury and property damage liability with limitations of not less than: \$1,000,000 for injury or death to one person, \$1,000,000 for injury or death of two or more persons and \$100,000 for property damage or such higher amounts as may be required by HUD. Each of the foregoing limitations shall be for each accident and shall not be an aggregate limit in the policy.

d. Tenant shall provide Landlord such evidence of insurance as Landlord may reasonably require. All insurance policies in force shall be in form and issued by insurance companies satisfactory to the Landlord and 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 Landlord, 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".

23. Except for the responsibility of the Landlord to plow snow as provided in Paragraph 18 hereof, the Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in and or on the demised premises by reason of any existing or future condition, defect, matter or thing in said demised premises or the acts, omissions or negligence of other persons or tenants in and or on the said premises. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for loss of or damage to property or injuries to persons occurring in and or on the demised premises. The Tenant further agrees to indemnify and save harmless the Landlord of and from all fines, suits, claims, demands and acts of any kind by reason of any breach, violation, or nonperformance of any condition hereof on the part of the Tenant; the Landlord shall not be liable for any injury or damage to person or property happening in and or on the sidewalks situated on said premises, and the Tenant agrees to indemnify and save harmless the Landlord from any liability for anything arising from or out of the occupancy of said premises by the Tenant.

24. Failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained.

25. The Tenant acknowledges that it has examined said premises and that no representations have been made by the Landlord as to the conditions of said premises upon which the Tenant has relied in entering into this Lease, and the Tenant agrees to take the premises in its present and existing condition except as otherwise expressly stated in this Lease.

26. The Tenant agrees during the term of this Lease not to encumber the demised premises with any liens such as attachments, judgment liens, mechanic's liens or any other liens, with the exception of a leasehold mortgage securing the rehabilitation financing.

27. In the event that any mechanic's lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after the Landlord determines the validity of the lien which includes any rights the Tenant may have, may pay the said lien, providing the Landlord reasonably determines after inquiring into the validity thereof that the lien is valid and the amount claimed is due, and the Tenant shall forthwith reimburse the Landlord the total expenses incurred by the Landlord in discharging the said lien, as additional rent hereunder.

28. In the event that the Tenant shall remain in the demised premises after the expiration of the term of this Lease without having executed a new written Lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, 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 thereof.

29. Any dispute arising under this Lease shall be settled by arbitration. The Landlord and Tenant shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of three arbitrators thus chosen shall be final and binding on the parties hereto.

30. It shall be the sole responsibility of the Tenant at its cost to obtain all necessary permits, approvals, and authorizations necessary for the improvements herein contemplated.

31. The Tenant shall make best efforts to obtain all necessary funding and approvals to start rehabilitation within twelve (12) months from the date of this Lease and to complete construction within eighteen (18) months thereafter, any unforeseen events such as strikes or natural disasters excluded, these dates being subject to any reasonable extension as may be negotiated between the two parties. In the event the Tenant cannot obtain necessary funding and approvals to start construction as aforesaid, then either party can terminate the

Lease and thereafter neither party shall have any further liability to the other.

32. If Neighborhood Preservation Foundation Incorporated ceases to exist as an organization, the Landlord agrees to allow HUD to be successor in receivership and to run the facility for the remainder of the Lease.

33. The Landlord covenants with the Tenant that it has good rights to lease said premises in the manner aforesaid, and that Landlord shall suffer and permit said Tenant (it keeping all the covenants on its part, as hereinbefore contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Landlord or any person claiming to represent the Landlord.

34. All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agents desires to give or serve upon the Tenant any notice or demand, the Landlord shall send a copy thereof by registered mail, addressed to the Tenant at 295 West Main Street, Stamford, Connecticut 06902, and to HUD in care of the Area Office Manager, U. S. Department of HUD, 330 Main Street, Hartford, Connecticut 06106. Notices from the Tenant to the Landlord shall be sent by registered mail to the Landlord at 888 Washington Boulevard, P. O. Box 10152, Stamford, Connecticut 06904-2152.

35. No amendments to this Lease shall be effective unless and until they are made in writing, executed by the parties and approved in writing by the Secretary of HUD.

36. This Lease is subject to the express condition that the Tenant enter into financing and rent subsidy agreements with HUD.

37. This Lease and the HUD Lease Addendum, which is attached and made apart hereof, contains the entire agreement between the parties and all representations relating to said premises and to the Lease are included herein.

38. In the event the Secretary is obliged because of Tenant's default to foreclose the leasehold mortgage and assume Tenant's position under this lease, the Landlord and Secretary of HUD agree that certain security provisions of this lease will not be binding upon the Secretary, said provisions are as follows:

- a. The Secretary shall be exempt from the provisions of paragraph 4.
- b. The Secretary shall be exempt from the provisions of Paragraph #5 except for the obligation to pay rent.
- c. The Secretary shall be authorized to provide self insurance in lieu of the insurance requirements of Paragraph 22 and shall be exempted from the arbitration provision.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 25 day of September, 1990.

Signed, and sealed and delivered in the presence of:

Mayor Amy M. ...
[Signature]

[Signature]
Mayor S. ...

CITY OF STAMFORD

By: [Signature]
 Thom Serrani, its Mayor

NEIGHBORHOOD PRESERVATION FOUNDATION INCORPORATED

By: [Signature]
 Henry N. Tiet Its President Duly Authorized

EXHIBIT A

Legal description of property owned by The City of Stamford to be leased by The Neighborhood Preservation Foundation, Inc.

Beginning at a point on the northerly line of property of The City of Stamford (formerly Willard School) said point of beginning also being the north northeast corner of Parcel "A" as shown on Map No. 11747 of the Stamford Land Records; thence southwesterly along properties now or formerly of Mary Slash, et al, now or formerly of Michael S. Domanick, et al, now or formerly of William H. Wood, now or formerly Audrey F. Greer, now or formerly of Pasquale Ottaviano, et al and now or formerly Mary S. Lorenti, et al, each in part, S. 20 54' 10" W. - 364.52 feet to a point; thence southwesterly and northwesterly through land of the City of Stamford, the following courses and distances:
S. 20 54' 10" W. - 173.82 feet and
N. 69 05' 50" W. - 224.36 feet to the easterly side of an existing driveway; thence northeasterly along said existing driveway, N. 20 54' 10" E. - 416.43 feet to a point; thence S. 69 05' 50" E. - 5.00 feet to a point; thence on a curve to the right, having a R = 19.00 feet and a L = 25.405 feet; thence on a reverse curve to the left having a R = 45.00 feet and a L = 171.24 feet to land now or formerly leased to the Housing Authority of the City of Stamford; thence northeasterly along said land now or formerly leased to the Housing Authority of the City of Stamford, N. 20 54' 10" E. - 26.19 feet to land now or formerly of Frank Merlino, et al; thence southeasterly along land now or formerly of Frank Merlino, et al, Jean Paul Nador, et al and Elda Guarnieri, et al, each in part, S. 70 19' 50" E. - 250.422 feet to the point or place of beginning.

The above described property contains 2.675 acres and is shown on a map entitled "Plan Showing Area To Be Leased From The City of Stamford By The Neighborhood Preservation Foundation, Inc. Stamford, Connecticut and dated March 2, 1989".

HUD LEASE ADDENDUM

Notwithstanding any other provisions of this Lease, if and so long as this leasehold is subject to a mortgage insured, reinsured, or held by the Secretary of Housing and Urban Development ("Secretary") or given to the Secretary in connection with a resale, or the demised premises are acquired and held by him because of a default under said mortgage:

1. The tenant is authorized to obtain a loan, the repayment of which is to be insured by the Secretary and secured by a mortgage on this leasehold and otherwise to comply with the requirements of the Secretary for obtaining such an insured mortgage loan.
2. The Secretary, or his successors in office, shall have the option, in the event that he or his successor in office, through the operation of his contract of mortgage insurance, shall acquire title to the leasehold interest, to purchase good and marketable fee title to the demised premises, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office, within twelve (12) months after so acquiring the leasehold interest, for the sum of One Million Eight Hundred Sixty Thousand (\$1,860,000.00) Dollars payable in cash, or by Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) day's written notice to the Landlord or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Secretary, or his successor in office, a deed of conveyance to the said demised premises, containing a covenant against the grantor's acts, but excepting therefrom such acts of the Tenant and those claiming by, through or under the Tenant of the leasehold interest. Nothing in this option shall require the Landlord to pay any taxes or assessments which were due and payable by the Tenant.
3. If approved the Secretary, tenant may assign, transfer or sell his interest in the demised premises.
4. (a) Insurance policies shall be in an amount, and in such company or companies and in such form, and against such risks and hazards, as shall be approved by the Secretary.
(b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to the Secretary. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant.

5. (a) If all or any part of the demised premises shall be taken by condemnation that portion of any award attributable to the improvements or damage to the improvements shall be paid to the Secretary or otherwise disposed of as may be provided in the insured mortgage. Any portion of the award attributable solely to the taking of land shall be paid to the Landlord. After the date of taking the annual ground rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the land as established by the amount the Secretary would be required to pay upon acquisition of the fee as set out in paragraph 2 of this addendum.

(b) In the event of a negotiated sale of all or a portion of demised premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary and the Secretary shall be required as to the amount and division of the payment to be received.
6. The Landlord agrees that, within ten (10) days after receipt of written request from Tenants, it will join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of demised premises or of any improvements that may be erected thereon; and if, at the expiration of such ten (10) days' period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and, for that purpose, the Landlord hereby irrevocably appoints the Tenant as its Attorney-in-fact to execute such papers on behalf of the Landlord.
7. Nothing in this lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the rent payable by the Tenant under this lease.
8. Upon any default under this lease which authorizes the cancellation thereof by the Landlord, Landlord shall give notice to the Secretary, their successors and assigns, shall have the right within any time within six (6) months from the date of such notice to correct the default and reinstate the lease unless Landlord has first terminated the lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary, the Landlord may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises Landlord shall notify the Secretary. The Secretary shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term of this lease and shall be on the same terms and conditions as contained in this lease, except that the Secretary's liability for ground rent shall not extend beyond their occupancy under such lease. The Landlord shall tender such new lease to the Secretary within thirty (30) days after a request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease the Secretary shall pay to Landlord any unpaid ground rentals due or what would have become due under this lease to the date of the execution of the new lease, including any taxes which were liens on demised premises and which ~~Landlord has been~~ received on account of this property since ^{VOL 3639 PAGE 173B} under this lease.

9. All notices, demands and requests which are required to be given by the Landlord, the tenant, the Secretary shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.
10. This lease shall not be modified without the consent of the Secretary.

Handwritten signature

THE LAND AFFECTED HEREBY LIES IN BLOCK 379
 OF THE STAMFORD BLOCK MAP, RECEIVED FOR RECORD
 AT STAMFORD ON 11-30-90 AT 3:10 P.M.
 ATTEST: LOIS PONTBRIANT, TOWN AND CITY CLERK

Block
379

Vol 3639 Page 174

15751

AMENDMENT TO LEASE FOR HOUSING FOR
THE ELDERLY SITE AT WILLARD SCHOOL

WHEREAS, the CITY OF STAMFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, and located in the County of Fairfield in said State, acting herein by THOM SERRANI, its Mayor, hereunto duly authorized and hereafter referred to as "LANDLORD" and NEIGHBORHOOD PRESERVATION FOUNDATION INCORPORATED, a non-profit corporation organized and existing under the laws of the State of Connecticut and located in the City of Stamford, County of Fairfield and State of Connecticut, acting herein by HENRY N. TIFFT, its President, hereunto duly authorized and hereafter referred to as "TENANT" has entered into a Lease dated September 25, 1990 for the, Site described on Exhibit A; and

WHEREAS, the parties and the U. S. Department of Housing and Urban Development wish to clarify an easement granted therein.

NOW THEREFORE, the parties agree to amend Paragraph 2 of the Lease Addendum and Paragraph 17 of the Lease as follows:

2. The Secretary, or his successors in office, shall have the option, in the event that he or his successor in office, through the operation of his contract of mortgage insurance, shall acquire title to the leasehold interest, to purchase good and marketable fee title to the demised premises, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office, within twelve (12) months after so acquiring the leasehold interest, for the sum of Two Million Forty Six Thousand (\$2,046,000.00) Dollars payable in cash, or by Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days written notice to the Landlord or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Secretary, or his successor in office, a deed of conveyance to the said demised premises, containing a covenant against the grantor's acts, but excepting therefrom such acts of the Tenant and those claiming by, through or under the Tenant of the leasehold interest. Nothing in this option shall require the Landlord to pay any taxes or assessments which were due and payable by the Tenant.

17. During the term of this Lease, the Landlord shall and herein does grant to the Tenant in common with others an easement for ingress and egress to run with the land over the access driveway described in Paragraph 16 so as to provide unimpeded and uninterrupted access to the demised premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this day of November, 1990.

Signed, and sealed and delivered in the presence of:

Ann M. O'Leary
Ann M. O'Leary
Kimberley Jackson
Kimberley Jackson

CITY OF STAMFORD
By: Thom Serrani
Thom Serrani, its Mayor

NEIGHBORHOOD PRESERVATION FOUNDATION INCORPORATED

Timothy R. Freese
Timothy R. Freese
Gregory S. Durand
Gregory S. Durand

By: Henry N. Tift
Henry N. Tift
President Duly Authorized

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AT STAMFORD ON 11-30-90 AT 3:11 P.M.
ATTEST: LOIS PONTBRIANT, TOWN AND CITY CLERK