

MAYOR  
DAVID R. MARTIN



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August 18, 2021

To: Mayor David R. Martin

From: Burt Rosenberg, Asst. Corporation Counsel

Re: New Neighborhoods, Inc.  
Second Amendment to Lease – Belltown Elderly Housing  
File No. A21-0210

Attached are four copies of the above described Second Amendment to Lease, which I have approved as to form.

The City has been party to a long-term lease with New Neighborhoods of the Belltown Elderly Housing complex since 1991. The Lease was amended in 2008 to extend its term.

This Second Amendment is necessary because New Neighborhoods is refinancing with the U.S Department of Housing and Urban Development. The Amendment accomplishes two purposes, both required by the terms of the new HUD loan. First, it subordinates three City mortgages to the HUD loan. Under the terms of the previous versions of the Lease, the City loans were similarly subordinated. Second, it extends the term of the Lease to a 50 year period, which is an additional 13 years than the expiration date set forth in the First Amendment,

Please be so kind as to forward the Second Amendment to the Planning Board, Board of Finance, and Board of Representatives for their respective approval.

Thank you for your consideration.

Encl.  
C: Kathryn Emmett, Director of Legal Affairs

**SECOND AMENDMENT TO  
LEASE AGREEMENT**

This SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is made and entered into as of the \_\_\_\_\_ day of August, 2021, by and between the **CITY OF STAMFORD**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by David Martin, its Mayor, hereunto duly authorized and hereafter referred to as "LANDLORD", and **NNI BELLTOWN ELDERLY HOUSING, INC.**, a non-profit corporation organized and existing under the laws of the State of Connecticut, acting herein by William J. Healy, II, its President, duly authorized and hereafter referred to as "TENANT."

**RECITALS:**

WHEREAS, Landlord and Tenant entered into a certain lease agreement dated December 30<sup>th</sup>, 1991 (the "Lease") whereby Landlord leased to Tenant, and Tenant leased from 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 of the Lease, and more commonly known as 21 Burdick Street, Stamford, CT (the "Demised Premises"); and

WHEREAS, Landlord and Tenant executed an Amendment to Lease for the Elderly Site at Belltown School on February 14, 2008, which was recorded in the land records of the City of Stamford in Book 9277 on Page 231 (the "First Amendment"); and

WHEREAS, Tenant wishes to obtain a second refinance loan (the "Second HUD-Insured Loan"); and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions hereinafter set forth; and

WHEREAS, the Department of Housing and Urban Development approved both the First Amendment and this Second Amendment.

**AGREEMENT:**

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree that effective as of the date hereof, the Lease shall be amended as follows:

1. Permitted Liens. Paragraph 21 of the Lease, which was amended by the First Amendment, is hereby removed in its entirety and replaced with the following:

"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 the leasehold mortgage executed by Tenant in favor of CWCapital LLC, and the leasehold mortgage executed by Tenant in favor of AGM Financial

Services, Inc. The leasehold mortgage in favor of CWCapital LLC shall be released concurrent with the execution of this Second Amendment and the second leasehold mortgage in favor of AGM Financial Services, Inc.”

2. Lease Term. Paragraph 2 of the Lease, which was amended by the First Amendment, is hereby amended to read as follows:

“The term of said lease shall commence on December 30, 1991, and shall terminate on June 30, 2072.”

3. Permitted Use. Paragraph 4 of the Lease is hereby removed in its entirety and replaced with the following:

“The Tenant shall rehabilitate and convert the demised premises to housing for the elderly under 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, or any other use insurable under the National Housing Act, and any use 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 Federal Regulations, and specifically 24 CFR 885.”

4. HUD Addendum. This Second Amendment is subject to the Lease Addendum - Multifamily, attached as Exhibit A hereto and incorporated by reference herein, and of even date herewith (the “HUD Addendum”). Such HUD Addendum shall supersede in its entirety any previously executed HUD Lease Addendum, including the Addendum attached to the original Lease. In the event of any conflict between the HUD Addendum and the Lease, First Amendment or this Second Amendment, the provisions of the HUD Addendum shall control.

5. Subordination Agreement. The City of Stamford agrees to subordinate its mortgage loan in the original principal amount of \$145,710.00, dated September 16, 2019, to NNI Belltown Elderly Housing, Inc., which appears in Volume 12245, Page 36 of the Stamford Land Records, to a new mortgage loan from AGM Financial Services, Inc. in the amount of \$\_\_\_\_\_ to be executed within 6 months of the recording of this document.

The City further agrees to subordinate its mortgage loan in the original principal amount of \$150,000.00, dated April 24, 2017, to NNI Belltown Elderly Housing, Inc., which appears in Volume 11728, Page 298 of the Stamford Land Records, to the same new mortgage loan from AGM Financial Services, Inc.

The City further agrees to subordinate its mortgage loan in the original principal amount of \$540,000.00, dated October 26, 2016, to NNI Belltown Elderly Housing, Inc., which appears in Volume 11611, Page 337 of the Stamford Land Records, to the same new mortgage loan from AGM Financial Services, Inc.

6. No other changes. Except as amended herein, the Lease and the First Amendment, and all terms and conditions contained therein, shall remain in full force and effect.



STATE OF CONNECTICUT)

) ss.

COUNTY OF FAIRFIELD )

On this \_\_\_\_\_ day of August, 2021, before me personally appeared David Martin, the duly appointed Mayor of the City of Stamford, the signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such agent and the free act and deed of the City of Stamford.

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

Stamford Community Development

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consented to by HUD as of the date set forth above.

**U.S. DEPARTMENT OF  
HOUSING AND URBAN  
DEVELOPMENT**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

STATE OF CONNECTICUT)

) ss.

COUNTY OF

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared  
, who is a duly appointed representative of the U.S. Department of Housing and Urban  
Development and authorized to sign on its behalf; he/she acknowledged the same to be his free  
act and deed as such agent and the free act and deed of the Department.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**HUD ADDENDUM**

**(attached hereto)**