

**From:** [Dellaselva, Chris](#)  
**To:** [Rosenson, Valerie](#)  
**Cc:** [Mahoney, Dennis](#)  
**Subject:** SoundWaters Lease Revisions  
**Date:** Friday, August 16, 2019 2:49:28 PM  
**Attachments:** [Soundwaters - Stamford Lease at Bocuzzi Park \(Red-Line 8.16.19\).pdf](#)

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Hi Valerie,

Attached is a revised SoundWaters Amended and Restated Lease and Assignment of Rights (8.16.2019). This revision includes the changes previously made for the Board of Finance and new changes agreed to by SoundWaters in response to comments made at the last BOR Parks & Rec Committee meeting and through subsequent discussions with individual Committee members. Each change has a note that reads either "BOF" or "BOR" to indicate its genesis. Please distribute this version as necessary for the Parks & Recreation Committee meeting on the 20th.

Following is a list of the new (BOR) changes you will find in the attached document (red = new):

Revised first sentence:

THIS AMENDED AND RESTATED LEASE AND ASSIGNMENT OF RIGHTS (collectively, the "Lease") is...

New section 1.A:

**1.A. The above terms, conditions, dates and definitions are contractual in nature, not merely recitals, and are hereby incorporated into this Lease;**

Former section 1 shall be 1.B.

Revised last sentence of first paragraph of section 1.B:

Without limitation to the foregoing, the Lessor assigns to the Lessee its littoral and riparian rights to "Lease Area- B" described in said Exhibit A for the construction and operation of a marina, **which assignment shall in no way limit public access to the shore.**

Revised first paragraph of section 4:

The term of this Lease shall commence on the date of execution by both parties ("Commencement Date"), and extend fifty (50) years thereafter ("Lease Term"), ~~with five (5), five (5) year renewal options to extend the lease term ("Renewal Term")~~, unless sooner terminated as in hereinafter provided. The Demised Premises shall be exempt from real estate taxes for the reason that the Lessee is a tax-exempt 501(c)(3) corporation. The Lessee shall be further exempt from personal property taxes to the City for its tangible personal property used at the Demised Premises for the programs and purposes set forth in this Lease. ~~If Lessee wishes to exercise a Renewal Term, Lessee must provide thirty (30) days prior written notice to Lessor, and rental payable during the Renewal Term shall continue to be One Dollar (\$1.00) per year, payable annually or in advance at Lessee's sole discretion.~~

Revised first paragraph of section 14:

In recognition of the Lessee's not-for-profit status and the general benefit provided by the Lessee to the Lessor and the general public, the Lessor shall provide to the Lessee, without charge during the ~~term of this~~ Lease **Term and any renewal hereof**, the following services:

Revised section 39:

Lessor's Police Harbor Unit shall have 24-hour access to the Demised Premises, including any improvements thereon, **and one (1) boat space on the dock in Lease Area - B.** Should Lessor's Police Harbor Unit require permanent office space in the Demised Premises, Lessee and Lessor shall negotiate the terms and costs of such occupancy, **provided that Lessor shall pay no rent for such space, but shall pay all costs of preparing such space for its needs.**

Revised section 40:

Lessee shall not install any signage at the Demised Premises without the prior written approval of the City of Stamford Director of Operations, which approval shall be ~~at his or her sole discretion and may be withheld~~ **subject to approval of the Parks and Recreation Commission.** All approved signs shall be maintained by Lessee at its sole expense in a first-class and safe condition and appearance. Upon the expiration or earlier termination of this Lease, Lessee shall remove all of its signs at its sole cost and expense and shall repair any damage to the Demised Premises, inside or outside, resulting therefrom.

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