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THOM SERRANI



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RESOLUTION NO. 1951

APPROVING A LEASE BETWEEN THE CITY
OF STAMFORD AND NEW NEIGHBORHOODS, INC.,
FOR THE BELLTOWN SCHOOL PROPERTY

NOW THEREFORE BE IT RESOLVED BY THE 21ST BOARD OF REPRESENTATIVES that the Lease Agreement attached hereto between the City of Stamford and New Neighborhoods, Inc., for the land and building on the north side of Burdick Street, know as the Belltown School, is hereby approved, validated, and accepted by the City of Stamford and the Mayor of the City of Stamford is authorized to sign said lease on behalf of the City of Stamford.

This resolution was approved by voice vote with two No votes at a regular monthly meeting of the 21ST Board of Representatives held on Monday, May 7, 1990

BY Anne A. Kachaluba
Anne A. Kachaluba, Administrative
Assistant and Recording Secretary
21ST Board of Representatives

AAK/nmc
Enclosure/Lease Attached

LEASE FOR HOUSING FOR
THE ELDERLY SITE AT BELLTOWN 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 NNI BELLTOWN ELDERLY HOUSING, INC. 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 Wayne Tyson, 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, commencing on the first day of the month 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 (\$1.00) Dollar payable upon execution of this Lease.

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 Federal, State and local 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.

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 approval 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 improvements 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

be the property of the Landlord and 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. 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. 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 other casualty the Tenant shall notify the Landlord within (15) calendar days of such casualty whether or not the Tenant elects to repair said damage. If the Tenant elects not to repair said damage and notifies Landlord, as aforesaid, then this Lease shall become null and void and of no further force and effect, provided Tenant shall at the option of the Landlord, within a reasonable time, 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.

17. Subject to the approval of the City Risk Manager, 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, which shall be written by a company acceptable to the Landlord, and the Tenant shall deliver copies of the hereinafter mentioned policies of insurance to the City Risk Manager at the time of the execution of this Lease.

a. Adequate 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 or other casualty with standard extended coverage in the amounts as approved by the City Risk Manager. 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.

b. Boiler and Machinery Insurance - The Tenant shall provide to the City Risk Manager adequate boiler and machinery insurance to cover all boilers and metal fired or unfired pressure vessels in amounts as determined by the City Risk Manager.

c. Comprehensive General Liability - Tenant shall provide to the City Risk Manager 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 \$500,000.00 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 the City Risk Manager such evidence of insurance as City Risk Manager may require. All insurance policies in force shall be in form and issued by insurance companies satisfactory to the City Risk Manager and shall contain the following clause:

'This policy includes the interests of the City of Stamford, its officers, employees and agents as an additional names insured. The insurer waives any right to subrogation against the Landlord, its officers, employees or agents which might arise by reason of any payment of 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.'

If at any time during the term of this Lease the Risk Manager reasonably determines that the amount of any of the insurance coverage provided herein is not adequate, Tenant shall increase such coverage in such amount as said Risk Manager determines reasonably adequate.

18. 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.

19. 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.

20. 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.

21. 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.

22. The Tenant shall not suffer or permit any mechanics liens to be filed against the demised premises by reason of work, labor, services or materials supplied to the Tenant, of anyone holding the demised premises, or any part thereof, through or under the Tenant, and nothing in this Lease contained shall be deemed or constructed in any way as constituting the consent or request of the Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the demised premises, or any part thereof, nor as giving the Tenant any right, power or authority to contract for, or permit furnishing of any materials that would give rise to the filing of any mechanic's liens against the demised premises. If any such mechanics' lien shall at any time be filed against the demised premises, the Tenant covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged, and upon its failure to do so, the Landlord, in addition to any other right or remedy that

it may have, may take such action as may be reasonably necessary to protect its interest, and any amount paid by the Landlord in connection with such action and all reasonable legal and other expenses of the Landlord in connection therewith, including reasonable counsel fees, court costs and other necessary disbursement shall be repaid by the tenant to the Landlord within thirty (30) days of Landlord's demand.

23. 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.

24. 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.

25. If NNI Belltown Elderly Housing, Inc. 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.

26. 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.

27. 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 40 Stillwater Avenue, 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 both the Mayor of the City of Stamford and the Director of Stamford Community Development Program at 888 Washington Boulevard, P. O. Box 10152, Stamford, Connecticut 06904-2152.

28. 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 HUD.

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

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

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

- a. The Secretary of HUD shall be exempt from the provisions of paragraph 4, except for if the Secretary of HUD builds, HUD will follow all applicable codes.
- b. The Secretary of HUD shall be authorized to provide self insurance in lieu of the insurance requirements of paragraph 17 and shall be exempted entirely from the provision of paragraph 16.

32. This Lease shall be governed by the Laws of the State of Connecticut.

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

Signed, and sealed and delivered in the presence of:

CITY OF STAMFORD

By: _____
Thom Serrani, its Mayor

NNI BELLTOWN ELDERLY
HOUSING, INC

By: _____
Wayne Tyson,
Its President
Duly Authorized

Parcel to be Leased to New Neighborhoods, Inc.
by the City of Stamford

Description: Beginning at a point on the northerly line of Burdick Street, said point being at the intersection of said northerly line of Burdick Street and the division line between land now or formerly of Ann Penny and the herein described parcel; thence in a westerly direction along said northerly line of Burdick Street north $68^{\circ}51'30''$ west a distance of 184.27 feet and north $67^{\circ}15'40''$ west a distance of 59.80 feet to a point; thence northerly and easterly through land of the City of Stamford (the lessor) north $22^{\circ}30'50''$ east a distance of 97.00 feet and 61.40 feet along an arc curving to the right, the radius of which is 72.00 feet, the chord of which is north $46^{\circ}56'36''$ east a distance of 59.55 feet and south $67^{\circ}25'00''$ east 30.83 feet to a point and land now or formerly of Rose Telep; thence easterly along land now or formerly of Rose Telep south $67^{\circ}25'00''$ east a distance of 100.00 feet to a point and land now or formerly of John B. Shufeldt; thence southerly and easterly along land now or formerly of John B. Shufeldt south $21^{\circ}23'00''$ west a distance of 18.00 feet and south $71^{\circ}34'00''$ east a distance of 83.60 feet to a point and land now or formerly of Katherine Maceluch et al; thence southerly along land now or formerly of Katherine Maceluch et al and land now or formerly of the aforesaid Ann Penny south $20^{\circ}28'00''$ west a distance of 134.92 feet to a point on the aforesaid northerly line of Burdick Street being the point of beginning. Comprising an area of 34,472 square feet or 0.7914 acres.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATIONHUD 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 Federal Housing Commissioner or given to the Commissioner 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 Federal Housing Commissioner and secured by a mortgage on this leasehold estate. Tenant is further authorized to execute a mortgage on this leasehold and otherwise to comply with the requirements of the Federal Housing Commissioner for obtaining such an insured mortgage loan.
2. The Federal Housing Commissioner, 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
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 Federal Housing Commissioner, 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 by the Federal Housing Commissioner, 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 such mortgagee and/or the Federal Housing Commissioner.
 - (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 mortgagee. 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 mortgagee 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 Federal Housing Commissioner 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 Commissioner and the mortgagee 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 Tenant, 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 the 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 mortgagee and the Federal Housing Commissioner, and the mortgagee and the Federal Housing Commissioner, 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 mortgagee and the Commissioner, 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 Commissioner and mortgagee. Mortgagee and Commissioner 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 mortgagee's and Commissioner's liability for ground rent shall not extend beyond their occupancy under such lease. The Landlord shall tender such new lease to the mortgagee or Commissioner 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 mortgagee or Commissioner shall pay to Landlord any unpaid ground rentals due or that 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 were paid by Landlord, less any net rentals or other income which Landlord may have received on account of this property since the date of default under this lease.

9. All notices, demands and requests which are required to be given by the Landlord, the tenant, the mortgagee or the Commissioner 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 Federal Housing Commissioner.