

27TH BOARD OF
REPRESENTATIVES
CITY OF STAMFORD

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DAVID R. MARTIN
Clerk of the Board
ANNIE M. SUMMERVILLE

Majority Leader
JOHN J. BOCCUZZI
Minority Leader
ROBERT "GABE" DELUCA

RESOLUTION NO. 3139
APPROVING A LEASE AGREEMENT BETWEEN
THE CITY OF STAMFORD
AND WOODWAY COUNTRY CLUB, INC.
FOR A PORTION OF THE LAND LOCATED
AT WOODWAY ROAD, STAMFORD, CONNECTICUT

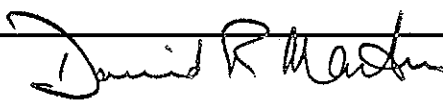
**NOW THEREFORE BE IT RESOLVED BY THE 27TH BOARD OF
REPRESENTATIVES THAT:**

Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the lease agreement ("Lease") between the City of Stamford ("Lessor") and the Woodway Country Club, Inc. ("Lessee") for a .2 acre portion of the land located at Woodway Road in Stamford, CT for use as a golf tee in accordance with the terms and conditions set forth in the Lease, which is incorporated herein by reference, for the period commencing on the date when this Lease is approved by the Stamford Board of Representatives and terminating on a date five (5) years therefrom, is hereby approved; and

The Mayor is hereby authorized to execute such Lease and to execute any instrument he deems necessary or desirable in connection with the execution of such Lease.

This Resolution shall be effective as of the date of approval.

This resolution was approved by a machine vote of 18-5-1 at the Regular Meeting of the 27th Board of Representatives held on Wednesday, April 4, 2007.



David R. Martin, President



Annie M. Summerville, Clerk

cc: Mayor Dannel P. Malloy
Ben Barnes, Director of Operations
William Callion, Director of Public Safety, Health & Welfare
Thomas Cassone, Esq., Director of Legal Affairs
Sandra Dennies, Director of Administration
Donna Loglisci, City & Town Clerk

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF STAMFORD
AND THE
WOODWAY COUNTRY CLUB, INC.

THIS LEASE, made this ____ day of _____, 2007 by and between the **City of Stamford**, a municipal corporation organized under the laws of the State of Connecticut ("hereinafter referred to as "Lessor"), acting herein by Dannel P. Malloy, its Mayor, duly authorized, and the **Woodway Country Club, Inc.**, a not-for-profit organization organized under the laws in the State of Connecticut (hereinafter referred to as "Lessee"), acting herein by Patrick Mullin, its President, duly authorized.

W I T N E S S E T H:

SECTION 1: That the Lessor for and in consideration of the rents herein reserved and of the terms, covenants, agreements and conditions on the part of the Lessee to be paid, observed and performed, does hereby demise and lease to Lessee and Lessee hereby takes from Lessor upon and subject to the terms and conditions of this Agreement, a portion of that certain piece, parcel or plot of land located on Woodway Road in the City of Stamford, County of Fairfield and State of Connecticut (hereinafter referred to as the "Demised Premises"), as described herein as "Schedule A" being a portion of the property of the

Lessor located on Woodway Road, Stamford, Connecticut as shown on a Assessors map 79 Revision No. 51 05/16/96 and comprising 11.65 acres and abutting the property of the Lessee.

SECTION 2: TO HAVE AND TO HOLD the Demised Premises unto the Lessee for a five (5) year term commencing on the date this lease is approved by the Stamford Board of Representatives on terminating five (5) years therefrom. Subject to mutual rights of termination herein, this lease shall automatically renew for consecutive five (5) year terms.

SECTION 3: The rent for the Demised Premises during the entire term described herein shall be in the amount of One Dollar and Zero Cents (U.S. \$1.00) payable on or before the parties' execution of this Lease.

SECTION 4: The Lessee covenants and agrees to use the Demised Premises as a golf tee extending from the Lessee's property, which is adjacent to Lessor's property. Said use to include the Lessee's access to and maintenance of the teeing area as well as access to Lessor's property to allow the Lessee to maintain the Lessor's property as more specifically described herein. In consideration, the Lessee further covenants and agrees to maintain the balance of the 11.65 acre parcel as such parcel is described on the above-referenced Assessor's map, for public, passive recreational use at the Lessee's sole cost and expense (hereinafter referred to as "City Land"). Further, the Lessee covenants and agrees to also improve and actively maintain that portion of the 11.65 acres adjacent to Woodway Road, extending 150 feet more or less from the south easterly border of the property of the Lessor and Lessee

along Woodway Road to a depth of 30 feet. Said improvements include the Lessee's clearing and landscaping of the area as approved by the Director of Operations of the City of Stamford.

SECTION 5: Either Lessor or Lessee may, at any time during the term of this Agreement, terminate this Agreement by giving the other party six (6) months, advance written notice by certified mail of its intention to do so specifying the date of termination. In such event, this Agreement shall thereupon terminate as though that was the date herein definitely fixed for the expiration of the term of this Agreement and the Lessee shall surrender the premises and the Lessor shall be entitled to the recovery of the possession of the Demised Premises. In the event Lessor terminates this Agreement within five years of the execution of this Agreement, the Lessor shall reimburse the Lessee for any improvements approved by the Director of Operations of the City of Stamford and paid for by the Lessee. Said reimbursement shall be limited to capital improvements on the property of the Lessor and shall not include costs of ongoing maintenance which is to be provided at the sole cost and expense of the Lessee.

SECTION 6: Intentionally omitted.

SECTION 7: Without in any way limiting Lessee's obligations pursuant to Section 16, Lessee shall maintain the following insurance and all insurance that may be required under the laws, ordinances and regulations of any governmental authority:
Workers' Compensation Insurance as prescribed by applicable law and Employer's Liability Insurance the limitation for which shall

not be less than \$1,000,000.00.

(a) Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverages:

(1) Contractual Liability to cover liability assumed under this Agreement.

(2) Product and Completed Operations Liability Insurance for a period of one year after the termination of this Agreement.

The limit of the liability for such insurance shall not be less than \$3,000,000.00 combined single limit per occurrence and annual aggregate. This policy will be primary for all purposes to other insurance coverage, whether such other coverage is stated to be primary, contributory, excess, contingent or otherwise, maintained by or on behalf of the Lessor.

(3) Automobile Liability (Bodily Injury and Property Damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned, and hired vehicles.

All insurance shall be procured with carriers having A.M. Best Rating of B plus or better.

Before commencing use of the Premises, Lessee shall provide the Lessor with certificates or other documentary

evidence of the above insurance (including a copy of the additional insured endorsement required below) satisfactory to Lessor.

The above insurance shall include a requirement that the insurer provide the Lessor with thirty (30) days written notice prior to the effective date of any cancellation or material change of the insurance. The Lessor and its officers, agents and employees shall be named as additional insureds under all policies of insurance required to be obtained by the Lessee under this Agreement.

The insurance requirements of this Agreement are an integral element of the Agreement. Any defect in the insurance required in this Agreement may result in termination of this Agreement, at the option of the Lessor.

SECTION 8: Lessee agrees to properly maintain the Demised Premises and City Land at its sole cost and expense. Lessee agrees to provide, at its sole cost and expense, all necessary services in connection with the use of the Demised Premises including but not limited to cleaning of refuse and litter.

SECTION 9: Intentionally omitted.

SECTION 10: Lessee shall not use or allow the Demised Premises or any part thereof to be used or occupied for any unlawful purpose or in a manner inconsistent with this Lease, and shall not suffer any act to be done or any condition to exist on the Demised Premises or any part thereof or which may make any insurance covering the Demised Premises void or voidable.

SECTION 11: Intentionally omitted.

SECTION 12: To the extent allowed by law, Lessee shall be required to adopt and enforce all applicable City of Stamford rules and regulations concerning the Demised Premises and the City Land. Notwithstanding the foregoing, Lessor reserves the right to enforce all applicable laws, rules and regulations governing the Demised Premises and the City Land.

SECTION 13: Intentionally omitted.

SECTION 14: Lessee shall not make any substantial improvements or changes to the Demised Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

SECTION 15: This Agreement is subject to the approval of the Lessor's Planning Board, Board of Finance, Board of Representatives and Mayor.

SECTION 16: Except as otherwise provided herein, the Lessee agrees to indemnify, protect, defend and hold the Lessor and its officers, agents and employees harmless from and against any and all actions, claims, demands, losses, damages, expenses, or liabilities of any kind or nature including reasonable attorney's fees incurred in investigating or defending the same, suffered by the Lessor and/or its officers, agents and employees and caused by, relating to, arising out of, resulting directly or indirectly from the negligence of the Lessee or Lessee's non-compliance with this Lease or in any way connected with this Lease or the rights granted to Lessee hereunder (unless determined by a final judgment of a court of competent jurisdiction to have been caused by the

negligence or willful misconduct of the Lessor) including, without limitation, the occupancy, operation or use of the Demised Premises or any rights granted hereby.

The provisions of this Section 16 shall apply to any claim arising from any period in which this Agreement is in effect and shall survive the expiration or earlier termination of this Agreement. The Lessee hereby accepts the Demised Premises in its current condition and recognizes that the Lessor shall not be required to maintain, repair or alter the Demised Premises prior to the commencement of the term of this Agreement nor shall Lessor's not maintaining, repairing or altering the Demised Premises give rise to the Lessor's obligation to indemnify and hold the Lessee harmless under this Agreement.

SECTION 17: Intentionally omitted.

SECTION 18: Lessee shall, at its sole cost and expense, maintain the Demised Premises and City Land in good repair and condition.

Lessee agrees that improvements to the Demised Premises shall be made with the prior written approval of the City's Director of Operations which approval shall not be unreasonably withheld or delayed, and Lessee agrees that any such improvements so approved shall comply with all applicable federal, state, and local laws, rules, regulations, statutes, ordinances, codes, rules, regulations, policies, and procedures.

SECTION 19: The Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises for the Lease Term without hindrance, ejection or

interference except as otherwise provided in this Lease or as permitted by law.

SECTION 20: Any obligation of Lessee to make payments or expenditures of any kind under this Lease shall be contingent upon the Lessor securing the requisite approvals and appropriations being duly passed pursuant to the laws of the City of Stamford.

SECTION 21: In the event that the Lessee shall remain on the Demised Premises after the expiration of the Term of this Lease without having executed a new written lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not moved at the end of its term, and thereupon be entitled to all the remedies against Lessee as provided by law and/or in equity in that situation, or the Lessor may elect to construct such holding over as a tenancy from month to month, subject to all the terms and conditions of this Agreement, except as to duration.

Lessee shall indemnify and hold the Lessor harmless from any and all damages, penalties, costs and expenses including but not limited to reasonable attorney's fees suffered by the Lessor as a result of Lessee's failure to surrender the premises within the time limit set forth in this Section and/or Section 5 of this Agreement.

SECTION 22: This Lease contains the entire agreement between the parties and all representations relating to this tenancy or to the demised premises are included herein.

SECTION 23: This Lease shall be construed in accordance with the laws of the State of Connecticut.

SECTION 24: This Lease shall be binding upon the parties, their successors and assigns, trustees and legal representatives.