

28TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

President
RANDALL M. SKIGEN

Clerk of the Board
ANNIE M. SUMMERVILLE

FILED
AUG 17 2012
TOWN CLERK
STAMFORD, CT

236, 237

Majority Leader
ELAINE MITCHELL

Minority Leader
ROBERT "GABE" DELUCA

RESOLUTION NO. 3499 APPROVING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF STAMFORD AND TRINITY STAMFORD, LLC FOR PART OF THE PREMISES KNOWN AS THE SUMMER STREET PARKING GARAGE, STAMFORD, CONNECTICUT

NOW THEREFORE BE IT RESOLVED BY THE 28TH 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 ("Landlord") and Trinity Stamford, LLC ("Tenant") for a portion of the premises commonly known as the Summer Street Parking Garage, Stamford, Connecticut, consisting of a maximum of ninety-three (93) parking spaces, in accordance with the terms and conditions set forth in the Lease, which is incorporated herein by reference, for a term of 99 years, commencing upon the issuance of the Phase IV Certificate of Occupancy, 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 on the Consent Agenda at the regular monthly meeting of the 28th Board of Representatives held on Monday, August 6, 2012.



Randall M. Skigen, President



Annie M. Summerville, Clerk

c: Mayor Michael Pavia
T. Jankowski, Director of Public Safety, Health & Welfare
Donna Loglisci, Town & City Clerk
Ernie Orgera, Director of Operations
Michael Handler, Director of Administration
Joseph Capalbo, Esq., Director of Legal Affairs

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DONNA M LOGLISCI CITY & TOWN CLERK STAMFORD CT
BLOCK 236, 237

EXHIBIT 12

Ninety-Nine Year Lease

LEASE AGREEMENT
BY AND BETWEEN THE CITY OF STAMFORD AND
TRINITY STAMFORD, LLC

THIS LEASE, made on this ____ day of ____ 2012, by and between **THE CITY OF STAMFORD**, a Connecticut municipal corporation in the State of Connecticut and located at 888 Washington Boulevard, Stamford, CT 06901 (hereinafter referred to as the "Landlord"), acting by Michael Pavia, its Mayor, hereunto duly authorized, and **TRINITY STAMFORD GARAGE, LLC**, a Massachusetts limited liability company with a principal place of business at 40 Court Street, 8th Floor , Boston, Massachusetts 02108 (hereinafter referred to as the "Tenant") acting herein by Patrick A. T. Lee, the President of Trinity Stamford Inc., its Member, a Massachusetts Corporation, hereunto duly authorized.

WHEREAS, the Landlord is the owner of certain real property and parking lot commonly known as the Summer Street Parking Garage, Stamford, Connecticut 06901 (the "Premises"); and,

WHEREAS, Landlord, as City, and Tenant, as Successor Redeveloper, did enter into with other parties, on even date herewith, a certain First Amendment to the Contract for Sale of Land Reuse Parcels 19 and 19B, Park Square West LLC (the "Amended Agreement") whereby the parties hereto agreed to enter into this long term parking lease; and,

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1 **WHEREAS**, the Landlord and Tenant desire to enter a lease for a portion
2 of the parking area on the Premises, as more particularly shown and described in
3 Section 1 hereof and on Exhibit "A" (which parking areas shall be contiguous to the
4 newly created Private Parking Garage) attached hereto and made a part hereof upon
5 the terms and conditions hereinafter set forth and subject to the contingencies
6 hereinafter defined and described;

7 NOW, THEREFORE, in return for a good and valuable consideration to
8 each party in hand paid by the other, receipt of which is hereby acknowledged, and in
9 further consideration of the mutual covenants herein contained and contained in the
10 Agreement, the parties agree as follows:

11 **WITNESSETH**

12 **1. PREMISES**

13 The Landlord hereby leases and demises to the Tenant the Demised Premises,
14 for the terms and on the conditions hereinafter provided, and the Tenant hereby hires
15 and takes from the Landlord, a maximum of ninety-three (93) parking spaces which are
16 more particularly shown on Exhibit "A" attached hereto and made a part hereof (the
17 "Demised Premises")

18 **2. TERM OF LEASE**

19 This Lease is for a term of ninety-nine (99) years commencing on issuance of the
20 Phase IV Certificate of Occupancy (the "Commencement Date") and terminating on
21 _____, 21__ ("Initial Term").

22 Provided that the Tenant is not then in default hereunder, Tenant shall have the
23 option to renew this Lease for two (2) consecutive renewal terms, each of ninety-nine

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1 (99) year(s) duration ("Renewal Terms"), which Renewal Terms shall be upon terms
2 and conditions identical to those herein contained. Each such option shall be exercised
3 by the Tenant not less than six (6) months prior to the expiration of the Initial Term or
4 the then existing Renewal Term, as appropriate, by written notice to the Landlord to
5 such effect in accordance with the terms of this Lease. The Initial Term and each such
6 exercised Renewal Term are hereinafter collectively referred to as the "Term".

7 Tenant shall have the right, at its election, to terminate this Lease for any reason
8 whatsoever upon ninety (90) days advance, written notice to the Landlord. On such
9 notice, all right, title and interest of Tenant hereunder shall expire, and Tenant shall then
10 peaceably and quietly quit the Premises and surrender the same to the Landlord. If any
11 such notice is given, Tenant shall remove all persons and other property therefrom.

12 **3. RENT**

13 The total rent to be paid by the Tenant for the Term of this Lease shall be the
14 sum of Four Thousand Four Hundred Sixty-Four DOLLARS (\$4,464.00) per month,
15 beginning on the Commencement Date, and on the first day of each month thereafter,
16 and shall be made payable to the order of the "City of Stamford" Attention: Permitting
17 and Cashiering. The total rent shall be commensurate with the then monthly rate at the
18 Commencement Date and to increase or decrease over the lease term commensurate
19 with the increases or decreases that the City charges other Downtown Residential
20 Discount parkers year-to-year. The total rent shall include the cost of electricity,
21 security, repairs, replacements, maintenance and other costs of maintaining the
22 Demised Premises and the Premises in good condition and repair in accordance with
23 the terms of this Lease.

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1 **4. USE**

2 Tenant shall use the Demised Premises solely for the purpose of parking not
3 more than ninety-three (93) vehicles at any given point in time during the Term of this
4 Lease and for no other purpose(s) whatsoever. Tenant will not use, occupy or permit
5 the use of the Demised Premises or any part thereof to be used or occupied for any
6 unlawful or illegal use, business or purpose, nor in such as manner as to constitute a
7 nuisance of any kind, nor for any purpose or in any way in violation of any present or
8 future federal, state or local laws, rules, regulations, codes, orders, ordinances, statutes,
9 charter, policies, procedures or any other law applicable to the use of the Demised
10 Premises.

11 **5. ACCESS TO THE PREMISES AND DEMISED PREMISES**

12 The Landlord shall be permitted to enter onto the Demised Premises for such
13 purpose(s) as the Landlord may consider necessary or desirable.

14 **7. END OF TERM**

15 Upon the expiration or other termination of this Lease, the Tenant shall quit and
16 surrender the Demised Premises to the Landlord, and return the Garage to its original
17 condition, normal wear and tear excepted.

18 **8. QUIET ENJOYMENT**

19 Landlord covenants and agrees with Tenant that upon Tenant paying the Rent
20 and observing and performing all the terms, covenants and conditions on the Tenant's
21 part, the Tenant may peaceably and quietly enjoy the Demised Premises during the
22 Lease Term without hindrance or interference from the Landlord.

23 **9. ASSIGNMENT AND SUBLETTING**

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1 Tenant shall not be permitted to assign this Lease or sublet or assign the
2 Demised Premises or any part thereof, or otherwise transfer, pledge or hypothecate any
3 part of the Tenant's interest in the Demised Premises except to owners of Phase II and
4 Phase IV Units without the prior written approval of the Landlord, which approval may
5 not be unreasonably withheld; provided, however, the Tenant shall be allowed to
6 collaterally assign the rights and obligations under this Lease to the bank or lender
7 financing its purchase of the Property as described in the Amended Agreement and the
8 Landlord agrees to reasonably cooperate with all requests from such bank or lender
9 with respect to executing estoppels and other documents confirming the terms and
10 standing of the parties under this Lease.

11 **10. INDEMNIFICATION OF LANDLORD**

12 Tenant covenants and agrees to indemnify and hold the Landlord and its officers,
13 employees and agents harmless from and on account of any and all loss, damages,
14 claim, liability or expense arising out of, or resulting from Tenant's use and occupancy
15 of the Demised Premises and/or Tenant's negligence, gross negligence or willful
16 misconduct resulting in claims or injury to either persons and/or property upon or about
17 said Demised Premises during the Term hereof excepting therefrom such claims or
18 injury to either persons and/or property resulting from the negligence, gross negligence
19 or willful misconduct of the Landlord.

20 If either Landlord or Tenant receives notice of any such claim, then such party
21 shall immediately notify the other party in writing of such claim, suit or other action.
22 Tenant shall have the right and option in the first instance, through counsel of its own
23 choosing and at its own expense, to deal with, defend, settle or compromise any such

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1 claim for which its indemnification is triggered by this Section 10, but if Tenant fails to
2 appoint counsel to deal with, defend or settle or compromise any such claim within sixty
3 (60) days after receiving notice thereof, Landlord may deal with, defend, settle or
4 compromise any such claim through counsel of its own choosing. For the avoidance of
5 doubt, however, the Tenant shall have no obligation to indemnify, hold harmless or
6 defend the Landlord in the event of such claim, suit or other action which is the result of
7 Landlord's negligence, gross negligence or willful misconduct resulting in claims or
8 injury to either persons and/or property. In such event where Landlord takes control of
9 the defense of such claim, action or suit, no settlement or compromise of any nature or
10 any kind shall be made without sixty (60) days prior, written notice to the Tenant.
11 Landlord shall cooperate with Tenant and the Tenant shall cooperate with the Landlord
12 in the defense of any such claim, suit or action at the Tenant's sole cost and expense
13 except in the event the claim is a result of the Landlord's negligence, gross negligence
14 or willful misconduct resulting in claims or injury to either persons and/or property in
15 which case the defense shall be at the sole cost and expense of the Landlord.

16 **11. LANDLORD'S LIABILITY**

17 Nothing in this Lease shall be construed to relieve the Landlord from liability to
18 Tenant, its agents, employees, invitees, guests and independent contractors for
19 Landlord's own negligence or the negligence of Landlord's officers, employees and
20 agents.

21 **12. DAMAGE TO PREMISES**

22 Should the Demised Premises be partially damaged or rendered unfit for use by
23 fire or other cause, Landlord and Tenant agree to cooperate with their respective

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1 insurance carriers in an effort to rebuild the damaged portion of the Demised Premises
2 as expeditiously as possible.

3 In the event that Landlord, in its sole discretion, determines that it shall
4 discontinue the use of the Premises as a Garage, Landlord may terminate this Lease
5 upon sixty (60) days notice to Tenant, at no cost or liability to Landlord or Tenant;
6 provided, however, the Landlord shall be obligated to provide the Tenant with a
7 substantially similar parking arrangement within the same proximity to the Phase II and
8 Phase IV real property and improvements that Tenant (which property is contiguous to
9 the parking garage, the "Contiguous Tenant Property")) in order that the Contiguous
10 Tenant Property is not in violation any local, state or federal laws, rules, regulations and
11 ordinances including without limitation the planning and zoning laws, rules, regulations
12 and ordinances of the City of Stamford.

13

14 **13. AUTOMOBILES AND PERSONAL PROPERTY**

15 All automobiles and personal property of every kind and description, which may
16 at any time be maintained upon the Demised Premises, shall be at the Tenant's sole
17 risk with respect to damage or loss by any cause whatsoever, except when due to the
18 negligence, gross negligence or willful misconduct of the Landlord or its officer,
19 employees and agents.

20 **14. INSURANCE**

21 Tenant shall, at its sole cost and expense, provide or cause any condominium or
22 owner's association to provide and during the entire term of this Lease, maintain in full
23 force and effect for the benefit and protection of itself, the City of Stamford, and their

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1 respective employees, officers and agents, policies providing the below-listed
2 coverages. All insurance policies herein required to be procured and maintained by
3 Tenant:

4 A. Shall be issued by good and solvent insurance companies licensed
5 to do business in the State of Connecticut.

6 B. Shall be written as primary policy coverage and not contributing
7 with or in excess of any coverage, which the City of Stamford and the Tenant
8 may carry.

9 C. With the exception of workers' compensation and the all risk
10 property policy, shall insure and name the City of Stamford, and its employees,
11 officers, and agents as "Additional Insureds".

12 D. All insurance policies required under this Agreement shall contain
13 waivers of subrogation in favor of the City of Stamford, and its employees, agents, and
14 officers.

15 E. Neither the issuance of any insurance policy required hereunder,
16 nor the minimum limits specified herein with respect to Tenant's insurance coverage
17 should be deemed to limit or restrict in any way Tenant's liability arising under or out of
18 this Agreement. The Tenant shall provide the Risk Manager of the City of Stamford with
19 a Certificate of Insurance (or other insurance form approved by The City) prior to the
20 execution of this Lease evidencing that the Tenant's required insurance policies are in
21 full force and effect. Each and every insurance policy required to be carried hereunder
22 by or on behalf of Tenant shall provide (and any certificate evidencing the existing of

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1 each insurance policy shall certify) that the City of Stamford shall first have been given
2 thirty (30) days' prior written notice thereof:

3 - Such insurance policy shall not be canceled and shall continue in full force and
4 effect.

5 - No material change may be made in such insurance policy.

6 F. The required insurance coverage and the Minimum Limits of
7 Liability are:

8 1. Workers' Compensation and Employer's Liability - Workers' Compensation,
9 which complies with all statutes and regulations in the State of Connecticut, and
10 Employer's Liability insurance containing limits of liability of not less than \$500,000 for
11 each accident, disease policy limit and disease each employee.

12 2. Broad Form Comprehensive General Liability or Commercial General Liability
13 having a Ten Million Dollar (\$10,000,000) Combined Single Limit Coverage
14 (underwritten on an each occurrence basis) to include: Premises, Garage and
15 Operations Liability, Products Liability and Completed Operations, which shall be
16 maintained for a period not less than three years following termination of this Lease,
17 Contractual Liability, Personal Injury (including libel, slander, defamation of character,
18 etc.), broad form property damage coverage, broad form contractual liability, and
19 Personal Injury and Advertising liability.

20 3. Comprehensive automobile liability insurance having a limit of liability of
21 \$1,000,000, which insures owned, non-owned and hired vehicles.

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1 4. All risk property insurance covering the Tenant's equipment, and other
2 materials, and property used by the Tenant pursuant to the services to be rendered
3 under this Agreement.

4 5. A fire and extended coverage insurance policy, including theft, vandalism and
5 damage to or destruction of the Premises. Said policy shall provide that property loss
6 settlement be on a replacement cost basis.

7 All insurance limits as hereinabove provided shall be subject to reasonable
8 review and possible upward adjustment by Landlord Risk Manager at five year intervals
9 of the Term of this Lease. Said policy shall be in reasonable amounts and in insurance
10 industry acceptable form.

11 If any insurance required herein is to be issued or renewed on a "claims made"
12 form as opposed to an "occurrence" form, the retroactive date for coverage shall be no
13 later than the commencement date of this Lease and shall provide that in the event of
14 cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage")
15 shall be available for at least sixty (60) months.

16 The insurance requirements of this Lease are an integral element of the Lease.
17 Any defect in the insurance required in this Lease may result in termination of this
18 Lease, at the sole option of Landlord.

19 The insurance requirements set forth in this paragraph must be approved by the
20 Risk Manager of Landlord of Stamford. The Tenant shall endeavor to provide, all
21 certificates of insurance shall contain the following clause:

22 "Thirty (30) days written notice of cancellation or changes shall be given to Landlord of
23 Stamford, attention Risk Manager, Stamford Government Center, 888 Washington

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1 Boulevard, P. O. Box 10152, Stamford, CT 06904-2152 before any cancellation or
2 reduction in coverage of this policy shall be effective".

3 **15. MAINTENANCE**

4 The Landlord shall keep the Demised Premises free from all dirt and other refuse
5 matter.

6 **16. DEFAULT BY TENANT**

7 In the event of the failure of the Tenant to comply with any of the terms,
8 covenants or conditions of this Lease for a period of thirty (30) days after written notice
9 by the Landlord, except such defaults that cannot be cured within thirty (30) days, if the
10 Tenant has not commenced the cure within thirty (30) days and diligently resolved the
11 default to completion, the Landlord may, in its sole discretion and option, terminate this
12 Lease upon a specific date not less than twenty (20) days after the date of the serving
13 or such notice.

14 **17. DEFAULT BY LANDLORD**

15 If default shall be made by Landlord in the performance of the conditions or
16 covenants of this Lease, Tenant may, at its election and after thirty (30) days prior
17 written notice, perform such covenants or agreement for or on behalf of the Landlord, or
18 the Tenant may, at its option, terminate this Lease upon a specific date not less than
19 twenty (20) days after the date of the serving of such notice. All payments made and
20 expenses incurred in connection with any exercise of such right by Tenant shall be
21 Tenant's sole responsibility, provided, however, Tenant shall be reimbursed by Landlord
22 for such reasonable expenses incurred by Tenant.

23 **18. ENTIRE AGREEMENT**

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1 This Lease, including all exhibits referenced herein, constitutes the entire
2 agreement between Landlord and Tenant, and may be modified or altered only by
3 written agreement executed by the Landlord and Tenant, and no act or omission of any
4 officer, employee or agent of Landlord or Tenant shall alter, charge or modify any of the
5 provisions hereof.

6 **19. GOVERNING LAW**

7 This Lease is made under, and shall be construed in accordance with, the laws
8 of the State of Connecticut. Tenant and Landlord shall comply with all applicable
9 federal, state and local laws, rules, regulations, codes, orders, ordinances, statutes,
10 charters, policies and procedures.

11 **20. SUCCESSORS AND ASSIGNS**

12 This Lease shall be binding upon the parties, their successors and assigns,
13 trustees and legal representatives.

14 **21. APPROVAL OF CITY BOARDS**

15 This Lease Agreement shall be contingent upon the approval of the Planning
16 Board, the Board of Finance and the Board of Representatives pursuant to Section 9-
17 7.C. of the City of Stamford Code of Ordinances.

18
19 TENANT AND LANDLORD ACKNOWLEDGE THAT THIS TRANSACTION IS A
20 COMMERCIAL TRANSACTION.

21
22 **[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]**

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor, the day and year first above written.

Signed, Sealed and Delivered
in the presence of

LANDLORD
City of Stamford

By: _____
Michael A. Pavia
Mayor

TENANT
Trinity Stamford Garage, LLC

By: _____

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STATE OF CONNECTICUT)
) ss: STAMFORD
COUNTY OF FAIRFIELD)

On this ___ day of _____, 2012, before me, the undersigned officer, personally appeared, Michael A. Pavia, as Mayor of the City of Stamford, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he, being duly authorized, executed the same for the purposes therein contained on behalf of the City of Stamford .

IN WITNESS WHEREOF I hereunto set my hand.

Notary Public

My Commission Expires: _____

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

On this ___ day of _____, 2012, before me, the undersigned officer, personally appeared, Patrick A. T. Lee, as a Member of Trinity Stamford LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he, being duly authorized, executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand.

Notary Public

My Commission Expires: _____