

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. 3197 APPROVING A LEASE MODIFICATION AGREEMENT BETWEEN ANTARES YALE & TOWNE SPE, LLC AND THE CITY OF STAMFORD FOR PREMISES LOCATED AT BUILDING 7 OF THE STAMFORD INDUSTRIAL PARK, 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 modification agreement ("lease renewal") between Antares Yale & Towne SPE, LLC ("Landlord"), successor to Heyman Associates No. 1, LLC, and the City of Stamford ("Tenant") for the Stamford Police Department's use of the demised premises as a Police Substation, in accordance with the terms and conditions set forth in the lease renewal and the original May 6, 2003 lease, which are both incorporated herein by reference, for the period commencing on November 1, 2007 and terminating on October 31, 2008, is hereby approved; and

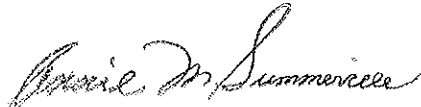
The Mayor is hereby authorized to execute such lease renewal and to execute any instrument he deems necessary or desirable in connection with the execution of such lease renewal.

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 27th Board of Representatives held on Monday, January 7, 2008.



David R. Martin, President



Annie M. Summerville, Clerk

cc: Mayor Dannel P. Malloy
Benjamin Barnes, Director of Operations
Thomas M. Cassone, Director of Legal Affairs
William Callion, Director of Public Safety, Health & Welfare
Sandy Dennies, Director of Administration
Board of Finance
Planning Board

Donna Loglisci, City and Town Clerk

LEASE MODIFICATION AGREEMENT

This Lease Modification Agreement, dated as of the ___ day of _____, 2007, is made and entered into between **ANTARES YALE & TOWNE SPE, LLC**, a Connecticut limited liability company and successor to Heyman Associates No. 1, LLC with a mailing address at 333 Ludlow Street, Stamford, Connecticut 06902 ("Landlord"), and **THE CITY OF STAMFORD**, a Connecticut municipal corporation with a mailing address at 888 Washington Boulevard, Stamford, CT 06901 ("Tenant").

WITNESSETH

WHEREAS, Heyman Associates No. 1, LLC and Tenant are parties to that certain Lease dated May 6, 2003 (the "Lease") for space located in Building 7 of the Stamford Industrial Park as more particularly described in the Lease (the "Premises"); and

WHEREAS, Landlord and Tenant mutually desire that the Lease be amended on and subject to the terms and conditions hereinafter set forth in this Agreement.

NOW THEREFORE, for and in consideration of mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree to and with each other as follows:

1. The termination date set forth in the Lease shall be changed retroactively from October 31, 2007 to October 31, 2008, thereby extending the original term for an additional one year (the "Extended Term").

2. Tenant accepts the Premises in its "As Is" condition as of the effective date of the Extended Term, and Landlord shall have no obligations to make any improvements to the Premises.

3. Tenant shall name Landlord, Antares Yale & Towne, LLC and Antares Development, LLC as additional insureds on all policies of insurance required to be maintained under the Lease and deliver to Landlord within 10 days from the date hereof copies of certificates of insurances evidencing Landlord, Antares Yale & Towne, LLC and Antares Development, LLC as additional insureds on all such policies.

5. Except as modified and amended herein, all of the terms, conditions, covenants, definitions and provisions of the Lease shall continue in full force and effect and are hereby ratified and confirmed. Tenant acknowledges and agrees that the Lease, as amended by this Agreement, is enforceable against Tenant in accordance with its terms. The Lease and this Agreement shall be construed together as a single instrument.

6. Tenant hereby represents and warrants that, to the best of its knowledge, as of the date of hereof, there are no defaults under the Lease in respect of Landlord's performance thereunder and there exist no defenses, counterclaims or rights of offset with respect thereto except as expressly set forth in the Lease.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. This Agreement shall bind and inure to the benefit of the parties hereto and their respective executors, administrators, legal representatives and successors and assigns.

9. All notices which Tenant may require, or may desire, to serve on Landlord shall be served by personal delivery, or by mailing the same by certified mail return receipt requested, or by recognized overnight delivery service postage prepaid, addressed to Landlord at the Landlord's address set forth above, or addressed to such other address or addresses as Landlord may from time to time designate to Tenant in writing. All notices which Landlord may require, or may desire, to serve on Tenant shall be served by personal delivery, or by mailing the same by certified mail return receipt requested, or by recognized overnight delivery service postage prepaid, addressed to Landlord at the Landlord's address set forth above, or addressed to such other address or addresses as Tenant may from time to time designate to Landlord in writing, with a copy to Tenant's Director of Legal Affairs at the same address.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

WITNESSES

ANTARES YALE & TOWNE SPE, LLC

By: _____
Name:
Title:

THE CITY OF STAMFORD

By: _____
Name: Dannel P. Malloy
Title: Mayor, Duly-authorized

Approved as to form:

Approved as to insurance:

Sybil V. Richards
Deputy Corporation Counsel

Ann Marie Mones
Risk Manager