

27TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

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

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

RESOLUTION NO. 3198 APPROVING A LEASE AMENDMENT BETWEEN THE CITY OF STAMFORD AND NNI BELLTOWN ELDERLY HOUSING, INC. FOR PREMISES LOCATED ON BURDICK ROAD (AND FORMERLY KNOWN AS THE BELLTOWN SCHOOL), 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 amendment ("Amendment") between the City ("Landlord") and NNI Belltown Elderly Housing, Inc. ("Tenant") for the Tenant's use of the demised premises for elderly housing, in accordance with the terms and conditions set forth in the Agreement and the original lease agreement, which are incorporated herein by reference, commencing from December 30, 1991 and terminating on December 30, 2058, is hereby approved; and

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


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

Adopted by the 27th Board of Representatives of the City of Stamford on the 4th day of February, 2008

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 27th Board of Representatives held on Monday, February 4, 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
Donna Loglisci, City and Town Clerk
Board of Finance
Planning Board

Revised – 1/10/08

AMENDMENT TO LEASE FOR THE ELDERLY SITE AT BELLTOWN SCHOOL

THIS AMENDMENT TO LEASE FOR THE ELDERLY SITE AT BELLTOWN SCHOOL (this "Amendment") is entered into as of the ____ day of _____, 2008, by and between **NNI BELLTOWN ELDERLY HOUSING, INC.**, a non-profit corporation organized and existing under the laws of the State of Connecticut ("Tenant"), and the **CITY OF STAMFORD**, a municipal corporation organized and existing under the laws of the State of Connecticut ("Landlord").

Recitals

- A. Landlord and Tenant entered into that certain Lease for the Elderly Site at Belltown School dated December 30, 1991, including the HUD Lease Addendum attached thereto (the "Lease"), which lease was recorded in the land records of the City of Stamford on December 31, 1991 in Book 3784 on Page 83.
- B. Landlord is the fee simple owner of the premises (as described in the Lease) and is the holder of all rights, title and interest of the Landlord (as defined in the Lease) in, to and under the Lease.
- C. Tenant is obtaining a refinance loan (the "HUD-Insured Loan") from CWC Capital LLC (the "HUD Mortgagee"), the repayment of which is to be insured by the Federal Housing Commissioner (the "Commissioner"), acting by and through the Secretary (as defined in the Lease), and secured by a mortgage on the leasehold estate (the "HUD-Insured Mortgage").
- D. Landlord and Tenant desire to amend the Lease on the terms and conditions hereafter set forth.

Statement of Agreement

NOW, THEREFORE, in consideration of the premises and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord hereby agree as follows:

1. Reaffirmation of Lease. Landlord and Tenant hereby reaffirm the Lease and the respective rights, interests and obligations of the parties thereunder, and acknowledge the continuing effect thereof.
2. Lease Term. Paragraph 2 of the Lease is hereby amended to read in full as follows:
 2. The term of said lease shall commence on December 30, 1991, and shall terminate on December 30, 2058.
3. Permitted Liens. Paragraph 21 of the Lease is hereby amended to read in full as follows:

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 the HUD-Insured Loan.
4. Paragraph 9 of the HUD Lease Addendum to the Lease is hereby amended to read in full as follows:
9. All notices, demands and requests which are required to be given under the terms of this Lease by Landlord, the Tenant, the HUD 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 such notice is given. The address of each party is as follows:

Landlord:

Director of Operations
City of Stamford
888 Washington Boulevard
P.O. Box 10152
Stamford, Connecticut 06904-2052

with a copy to:

Director of Legal Affairs
City of Stamford
888 Washington Boulevard
P.O. Box 10152
Stamford, Connecticut 06904-2052

Director of Stamford Community Development Program
City of Stamford
888 Washington Boulevard
P.O. Box 10152
Stamford, Connecticut 06904-2052

Tenant:

NNI Belltown Elderly Housing, Inc
40 Stillwater Avenue
Stamford, Connecticut 06902

HUD Mortgagee:

CWCapital LLC
One Charles River Place
63 Kendrick Street

Needham, MA 02494

Commissioner/Secretary:

U.S. Department of Housing and Urban Development
One Corporate Center, 19th Floor
Hartford, Connecticut 06103

7. No Other Changes. Except as modified herein, the Lease, and all terms and conditions contained therein, shall remain in full force and effect.

In Witness Whereof, the parties have executed this Amendment as of the day and year herein first above written.

TENANT:

NNI BELLTOWN ELDERLY HOUSING, INC.,
a Connecticut non-profit corporation

By: _____
Name: _____
Title: _____

LANDLORD:

CITY OF STAMFORD, a municipal corporation
organized and existing under the laws of the State
of Connecticut

By: _____
Name: Dannel P. Malloy
Title: Mayor

Approved as to insurance:

Approved as to form:

Ann Marie Mones
Risk Manager

Sybil V. Richards
Deputy Corporation Counsel

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

On this _____ day of _____, 2008, before me, a Notary Public/Commissioner of the Superior Court in and for said County and State, duly commissioned and sworn, personally appeared _____, the duly appointed _____ of NNI Belltown Elderly Housing, Inc., the signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such agent and the free act and deed of NNI Belltown Elderly Housing, Inc.

[Seal]

Notary Public in and for said County and State

My commission expires _____.

STATE OF CONNECTICUT)
) ss: Stamford
TOWN OF FAIRFIELD)

On this _____ day of _____, 2008, before me, a Commissioner of the Superior Court in and for said County and State, duly commissioned and sworn, personally appeared Dannel P. Malloy, the duly appointed Mayor of the City of Stamford, the signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such agent and the free act and deed of the City of Stamford.

[Seal]

Sybil V. Richards
Commissioner of the Superior Court

My commission expires _____.

Exhibit A

Legal Description