

**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. 3240
APPROVING A LEASE BETWEEN THE CITY OF STAMFORD
AND SATURN OF WHITE PLAINS
FOR GARAGE PARKING AT BOTH THE BELL AND BEDFORD STREET GARAGES
ON A TRANSITIONAL BASIS THROUGH JUNE 30, 2008 AND THEN ONLY AT THE
BEDFORD STREET GARAGE FROM JULY 1, 2008 THROUGH OCTOBER 31, 2010**

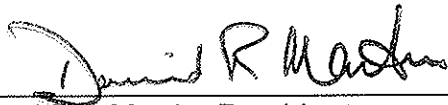
**NOW THEREFORE BE IT RESOLVED BY THE 27TH BOARD OF
REPRESENTATIVES THAT:**

Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the lease ("Lease") between the City ("Landlord") and Saturn of Stamford ("Tenant") for the Tenant's use of 120 parking spaces at both the Bell and Bedford Street Garages through June 30, 2008 and then only the Bedford Street Garage from July 1, 2008 through October 31, 2010 in accordance with the terms and conditions set forth in said Lease, 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 27th Board of Representatives held on Monday, June 2, 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
Ernie Orgera, Operations
Donna Loglisci, Town & City Clerk

LEASE AGREEMENT
BY AND BETWEEN THE CITY OF STAMFORD AND
SATURN OF WHITE PLAINS

THIS LEASE, made on this day of 2008, 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 Dannel P. Malloy, its Mayor, hereunto duly authorized, and **SATURN OF WHITE PLAINS**, a corporation organized and existing under the laws of the State of New York and located at 358 Central Avenue, White Plains, New York 10606 (hereinafter referred to as the "Tenant") acting herein by Evan Perkins, its Vice President, hereunto duly authorized.

W I T N E S S E T H

1. PREMISES

The Landlord hereby leases and demises to the Tenant, for the terms and on the conditions hereinafter provided, and the Tenant hereby hires and takes from the Landlord, a maximum of 120 parking spaces per day during the term of this Lease as follows: Levels 6C-Roof and 7C-Roof, Bell Street Garage, 28 Bell Street, Stamford, Connecticut

commencing retroactively on November 1, 2007 and terminating on March 30, 2008; Bell Street Garage and/or Bedford Street Garage, 17 Forest Street, Stamford, Connecticut commencing on April 1, 2008 and terminating on June 30, 2008; Bedford Street Garage commencing on July 1, 2008 and terminating on October 31, 2010 ("Demised Premises").

2. TERM OF LEASE

This Lease is for a term of three years commencing retroactively on November 1, 2007 ("Initial Term") and terminating on October 31, 2010.

Provided that the Tenant is not then in default hereunder, Tenant shall have the option to renew this Lease for two (2) consecutive renewal terms, each of one (1) year duration ("Renewal Terms"), which Renewal Terms shall be upon terms and conditions identical to those herein contained. Each such option shall be exercised by the Tenant not less than six (6) months prior to the expiration of the Initial Term or the then existing Renewal Term, as appropriate, by written notice to the Landlord to such effect. The Initial Term and each such exercised Renewal Term are hereinafter collectively referred to as the "Term."

Landlord shall have the right, at its election, to terminate this Lease for any reason whatsoever upon 90 days advance, written notice to the Tenant. On such notice, all right, title and interest of Tenant hereunder shall expire,

and Tenant shall then peaceably and quietly quit the Premises and surrender the same to the Landlord. If any such notice is given, Landlord shall have the immediate right of re-entry and possession of the Premises and the right to remove all persons and other property therefrom.

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

3. RENT

The total rent to be paid by the Tenant for the three year Term of this Lease shall be the sum of One Hundred Seventy Two Thousand Eight Hundred Dollars and Zero Cents (\$172,800.00) payable at the rate of Four Thousand Eight Hundred Dollars and Zero Cents (\$4,800.00) per month, beginning retroactively on November 1, 2007, and on the first day of each month thereafter, and shall be made payable to the order of the "City of Stamford", Attention: Permitting and Cashiering. Tenant shall further pay to the Landlord any and all applicable sales and use taxes including, but not limited to, Connecticut Sales and Use

taxes beginning on November 1, 2007, and on the first day of each month thereafter, and such payment shall be made payable to the order of the "City of Stamford", Attention: Permitting and Cashiering.

4. USE

Tenant shall use the Garage solely for the purpose of parking not more than 120 vehicles at any given point in time during the Term of this Lease and no other purpose(s) whatsoever. Tenant will not use, occupy or permit the use of the Demised Premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor in such a manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state or local laws, rules, regulations, codes, orders, ordinances, statutes, charter, policies, procedures or any other lawful authority whatsoever.

5. APPROVAL

This Lease is subject to the approval of the City of Stamford's Planning Board, Board of Finance, Board of Representatives and Mayor.

6. ACCESS TO THE GARAGE

Upon reasonable prior notice, except in case of an emergency, to the Tenant, the Landlord shall be permitted to enter onto the Demised Premises for such purpose(s) as the

Landlord may consider necessary or desirable.

7. END OF TERM

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

8. QUIET ENJOYMENT

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

9. ASSIGNMENT AND SUBLETTING

Tenant shall not be permitted to assign this Lease or sublet or assign the Demised Premises or any part thereof, or otherwise transfer, pledge or hypothecate any part of the Tenant's interest in the Demised Premises without the prior written approval of the Landlord, which approval may be granted or withheld in the sole and absolute discretion of the Landlord.

10. INDEMNIFICATION OF LANDLORD

Tenant covenants and agrees to indemnify and hold the Landlord and its officers, employees and agents harmless from and on account of any and all loss, damages, claim,

liability or expense arising out of, or resulting from Tenant's use and occupancy of the Demised Premises and/or Tenant's negligence, gross negligence or willful misconduct resulting in claims or injury to either persons and/or property upon or about said Demised Premises during the Term hereof.

If either Landlord or Tenant receives notice of any claim giving rise to Tenant's obligation to indemnify and hold harmless the Landlord and its officers, employees and agents pursuant to the terms of this Lease, then such party shall immediately notify the other party in writing of such claim, suit or other action. Tenant shall have the right and option in the first instance, through counsel of its own choosing and at its own expense, to deal with, defend, settle or compromise any such claim.

If Tenant fails to appoint counsel to deal with, defend or settle or compromise any such claim within sixty (60) days after receiving notice thereof, Landlord may deal with, defend, settle or compromise any such claim through counsel of its own choosing at the expense of Tenant. In such event, no settlement or compromise of any nature or any kind shall be made without prior, written notice to the Tenant. Landlord shall cooperate with Tenant and the Tenant shall cooperate with the Landlord in the defense of any such claim, suit or action at the Tenant's sole cost and expense.

11. LANDLORD'S LIABILITY

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

12. DAMAGE TO GARAGE

Should the Demised Premises be partially damaged or rendered unfit for use by fire or other cause through no cause of the Tenant, Landlord shall have no obligation to repair any damage and either Landlord or Tenant may terminate this Lease immediately at no cost or liability to Landlord or Tenant.

13. AUTOMOBILES AND PERSONAL PROPERTY

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

14. INSURANCE

The Tenant shall effect and maintain for the Term of this Lease, commercial general liability and automobile liability insurance which shall protect the Tenant and the Landlord from claims for damages arising out of personal injury,

including death, and claims for property damage, which may be suffered as a result of operations/completed operations under this Lease, whether such operations/completed operations be by the Tenant or any employee or agent thereof. The Tenant shall also effect and maintain for the Term of the Lease Workers' Compensation Insurance covering injuries or disease suffered by the Tenant's employees. The Workers' Compensation Insurance shall comply with all Workers' Compensation laws and regulations of the State of Connecticut. The City's Risk Manager also reserves the right to require the Tenant to effect and maintain any other insurance coverage under the Lease that the Landlord deems appropriate or necessary.

The Tenant shall provide, at its own cost and expense, documentary proof of the following insurance to the City's Risk Manager:

- A. Workers' compensation - Statutory, which complies with the Workers' Compensation laws and regulations of the State of Connecticut.
- B. Employer's liability, with minimum limits of liability of \$100,000 for each accident, disease each employee and policy limit for disease.
- C. Commercial general liability, subject to a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage. Said insurance shall

include, but not be limited to, bodily injury and property damage and the following coverage:

1. Garage and operations liability.
2. Products liability and completed operations, to be maintained for a period of not less than three years following termination or cancellation of the Lease.
3. Broad form contractual liability covering any indemnities contained in the Lease.
4. Broad form property damage.
5. Personal injury and advertising liability.

D. Automobile liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage. This insurance shall include, but not be limited to, bodily injury and property damage for the following:

1. Owned vehicles
2. Hired vehicles
3. Non-owned vehicles

The City of Stamford and its officers, employees and agents be designated an "additional insured" under the commercial general liability and automobile liability insurance policies required hereunder.

Thirty (30) days prior written notice shall be provided to the City of Stamford's Risk Manager in the event of

cancellation, termination or material change in any terms and conditions of any insurance policies required hereunder.

Any insurance required hereunder underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date not later than the date of execution of the Lease or commencement of the occupancy of the described Demised Premises by the Tenant, whichever is earlier, and an extended reporting period endorsement of not less than three years following vacating of the Demised Premises or termination of the Lease, whichever is later.

All insurance coverage and certificates of insurance shall be approved by the City's Risk Manager during the Term of this Lease. Other insurance coverage may be required by the City's Risk Manager from time to time.

The Tenant agrees to waive any right of recovery against the City of Stamford and its officers, employees and agents for any claim, loss or damage of any kind or description, which may or may not be covered under insurance required under this Lease. All such insurance required under the Lease shall contain waivers of subrogation endorsements against the City and its employees, agents and officers. In addition, all such insurance required hereunder shall be primary insurance, without any right of contribution from any insurance maintained by or on behalf

of the City of Stamford and its officers, employees and agents.

If, at any time, any of the said insurance policies shall be or become unsatisfactory to the City's Risk Manager as to form or substance, or if any insurance company shall become unsatisfactory to the City's Risk Manager, the Tenant shall promptly obtain a new insurance policy, submit same to the City's Risk Manager for approval and submit a certificate thereof as hereinabove required. Upon failure of the Tenant to furnish, deliver or maintain same, during the Term of this Lease, at the election of the City, may forthwith be declared suspended, discontinued or terminated. Failure of the Tenant in the above circumstance shall not relieve Tenant from any and all liability under the Lease, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning its liability or indemnification obligations under the Lease.

15. MAINTENANCE

The Tenant shall keep the Demised Premises free from all dirt and other refuse matter.

16. DEFAULT BY TENANT

In the event of the failure of the Tenant to comply with any of the terms, covenants or conditions of this Lease for a period of thirty (30) days after written notice by the Landlord, except such defaults that cannot be cured within

thirty (30) days, if the Tenant has not commenced the cure within thirty (30) days and diligently resolved the default to completion, the Landlord may, in its sole discretion and option, terminate this Lease upon a specific date not less than twenty (20) days after the date of the serving of such notice.

17. DEFAULT BY LANDLORD

If default shall be made by Landlord in the performance of the conditions or covenants of this Lease, Tenant may, at its election and after thirty (30) days prior written notice, perform such covenants or agreement for or on behalf of the Landlord, or the Tenant may, at its option, terminate this Lease upon a specific date not less than twenty (20) days after the date of the serving of such notice.

All payments made and expenses incurred in connection with any exercise of such right by Tenant shall be Tenant's sole responsibility, provided, however, Tenant shall be reimbursed by Landlord for such reasonable expenses incurred by Tenant.

18. ENTIRE AGREEMENT

This Lease, including all exhibits referenced herein, constitutes the entire agreement between Landlord and Tenant, and may be modified or altered only by written agreement executed by the Landlord and Tenant, and no act or omission of any officer, employee or agent of Landlord or

Tenant shall alter, charge or modify any of the provisions hereof.

19. GOVERNING LAW

This Lease is made under, and shall be construed in accordance with, the laws of the State of Connecticut.

Tenant shall comply with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, statutes, charters, policies and procedures.

20. SUCCESSORS AND ASSIGNS

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

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the day and year first above written.

CITY OF STAMFORD

By _____
Dannel P. Malloy
Mayor
Duly-authorized

SATURN OF WHITE PLAINS

By _____
Evan Perkins
Vice President
Duly-authorized

Approved as to
insurance:

Approved as to Form:

Ann Marie Mones
Risk Manager

Sybil V. Richards
Deputy Corporation Counsel

