



OP-236

Connecticut Real Estate Conveyance Tax Return (Rev. 07/20)

For Town
 Clerk Use
 Only

Town Code

Land Record

▶ 135 Vol. ▶ 12803 Pg. ▶ 19

09-09-2021

Complete Form OP-236 in blue or black ink only.

1. Town ▶ **Stamford**
2. Location of property conveyed (number and street) ▶ **TEMPORARY CONSTRUCTION EASEMENT AREA AT BOCCUZZIN PARK** Amended return
3. Are there more than two grantors/sellers? ▶ Yes If Yes, attach OP-236 Schedule A - Grantors, Supplemental Information for Real Estate Conveyance Tax Return.
4. Grantor/seller #1 (last name, first name, middle initial) ▶ **THE CITY OF STAMFORD**
 Grantor/seller address (street and number) after conveyance ▶ **888 Washington Boulevard**
 Taxpayer Identification Number ▶ **06-6001897** FEIN SSN
 City/town ▶ **Stamford** State ZIP code ▶ **CT 06904**
5. Grantor/seller #2 (last name, first name, middle initial) ▶
 Grantor/seller address (street and number) after conveyance ▶
 Taxpayer Identification Number ▶ FEIN SSN
 City/town ▶ State ZIP code ▶
6. Is the grantor a partnership, S corporation, LLC, estate, or trust? ▶ Yes If Yes, attach OP-236 Schedule A - Grantors
7. Was more than one deed filed with this conveyance? ▶ Yes
8. If this conveyance is for no consideration or less than adequate consideration, which gift tax returns will be filed? ▶ Federal only State only Both fed. & state None
9. Is there more than one grantee/buyer or, is the grantee a partnership, S corporation, LLC, estate, or trust? ▶ Yes If Yes, attach OP-236 Schedule B - Grantees, Supplemental Information for Real Estate Conveyance Tax Return.
10. Grantee/buyer (last name, first name, middle initial) ▶ **SOUNDWATERS, INC.**
 Grantee/buyer address (street and number) after conveyance ▶ **1281 COVE ROAD**
 Taxpayer Identification Number ▶ **06-1263947** FEIN SSN
 City/town ▶ **STAMFORD** State ZIP code ▶ **CT 06902**
11. Date conveyed (MM-DD-YYYY) ▶ **09-09-2021**
12. Date recorded (MM-DD-YYYY) ▶ **09-09-2021**
13. Type of instrument: ▶ Warranty Quitclaim Easement Other
14. The grantor claims no tax is due because (See instructions.): ▶ Conveyance was for no consideration or consideration was less than \$2,000.
 ▶ Exempt under Conn. Gen. Stat. §12-498. Enter exempt code: **03** If exempt code 01 or 09, enter citation or docket #:

Computation of Tax - Enter consideration for conveyance on the appropriate line. See Instructions.

▶ 15. Consideration for unimproved land	0.00	x 0.0075 =	0.00
▶ 16. Total consideration for residential dwelling			
▶ 16a. Portion of Line 16 that is \$800,000 or less		x 0.0075 =	0.00
▶ 16b. Portion of Line 16 that exceeds \$800,000 up to and including \$2,500,000		x 0.0125 =	0.00
▶ 16c. Portion of Line 16 that exceeds \$2,500,000		x 0.0225 =	0.00
▶ 17. Residential property other than residential dwelling		x 0.0075 =	0.00
▶ 18. Nonresidential property other than unimproved land		x 0.0125 =	0.00
▶ 19. Property conveyed by a delinquent mortgagor		x 0.0075 =	0.00
▶ 20. Total State of Connecticut tax due: Add Lines 15, 16a through 19.			0.00

Declaration: I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return to the Department of Revenue Services (DRS) is a fine of not more than \$5,000, or imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Indicate who is signing this return: Grantor

Grantor's attorney

Grantor's authorized agent

Name of person signing the return (type or print)

Signature

Date

David R. Martin, Mayor

[Signature]

9/9/21

Name of grantor's representative (type or print)

Connecticut juris number if applicable

Telephone number

09-09-2021

Town Clerk Copy

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1. Town Stamford 2. Location of property conveyed (number and street) TEMPORARY CONSTRUCTION EASEMENT AREA AT BOCCUZZIN PARK Amended return

3. Are there more than two grantors/sellers? Yes

4. Grantor/seller #1 (last name, first name, middle initial)

THE CITY OF STAMFORD

Grantor/seller address (street and number) after conveyance

888 Washington Boulevard

City/town

Stamford

State ZIP code

CT

06904

5. Grantor/seller #2 (last name, first name, middle initial)

Grantor/seller address (street and number) after conveyance

City/town

State ZIP code

6. Is the grantor a partnership, S corporation, LLC, estate, or trust? Yes

7. Was more than one deed filed with this conveyance? Yes

8. If this conveyance is for no consideration or less than adequate consideration, which gift tax returns will be filed?

Federal only

State only

Both fed. & state

X None

9. Is there more than one grantee/buyer or, is the grantee a partnership, S corporation, LLC, estate, or trust? Yes

10. Grantee/buyer (last name, first name, middle initial)

SOUNDWATERS, INC.

Grantee/buyer address (street and number) after conveyance

1281 COVE ROAD

City/town

STAMFORD

State ZIP code

CT

06902

11. Date conveyed (MM-DD-YYYY)

09-09-2021

12. Date recorded (MM-DD-YYYY)

09-09-2021

13. Type of instrument:

Warranty

Quitclaim

X Easement

Other

14. The grantor claims no tax is due because (See instructions.):

Conveyance was for no consideration or consideration was less than \$2,000.

X Exempt under Conn. Gen. Stat. §12-498. Enter exemp code: 03

If exempt code 01 or 09, enter citation or docket #:

Computation of Tax - Enter consideration for conveyance on the appropriate line. See Instructions.

Table with 4 columns: Line number, Description, Calculation, and Amount. Rows include: 15. Consideration for unimproved land (0.00 x 0.0075 = 0.00), 16. Total consideration for residential dwelling, 16a. Portion of Line 16 that is \$800,000 or less (x 0.0075 = 0.00), 16b. Portion of Line 16 that exceeds \$800,000 up to and including \$2,500,000 (x 0.0125 = 0.00), 16c. Portion of Line 16 that exceeds \$2,500,000 (x 0.0225 = 0.00), 17. Residential property other than residential dwelling (x 0.0075 = 0.00), 18. Nonresidential property other than unimproved land (x 0.0125 = 0.00), 19. Property conveyed by a delinquent mortgagor (x 0.0075 = 0.00), 20. Total State of Connecticut tax due: Add Lines 15, 16a through 19. (0.00)



INSTR # 2021019612
VOL 12803 PG 19
RECORDED 09/09/2021 12:35:55 PM
LYDA RUIJTER
CITY & TOWN CLERK STAMFORD CT
BLOCK 25

RECORD AND RETURN TO:
Carmody Torrance Sandak & Hennessey LLP
Attention: William J. Hennessey Jr.
707 Summer Street, 3rd Floor
Stamford, Connecticut 06901

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**FIRST AMENDMENT TO TEMPORARY CONSTRUCTION
AND ACCESS EASEMENT AGREEMENT**

This First Amendment to Temporary Construction and Access Easement Agreement (“Amendment”) is made effective the 9th day of September, 2021 by and between **THE CITY OF STAMFORD**, a municipal organization, organized and existing under the laws of the State of Connecticut, with an address at 888 Washington Boulevard, Stamford, Connecticut (hereinafter referred to as “Grantor”) and **SOUNDWATERS, INC.**, a Connecticut non-stock corporation with an address at 1281 Cove Road, Stamford, Connecticut (hereinafter referred to as the “Grantee”).

RECITALS

WHEREAS, Grantor presently owns property known as 200 Southfield Avenue, Stamford, Connecticut, commonly known as Boccuzzi Park and more particularly described in that certain deed in favor of Grantor recorded in Volume 496 at Page 484 of the Stamford Land Records (the “Property”);

WHEREAS, Grantee is leasing those certain portions of the Property defined as the Demised Premises in the Amended and Restated Lease and Assignment of Rights of a Portion of the Premises known as John J. Boccuzzi Park a/k/a Southfield Beach Park a/k/a Boccuzzi Park between Grantor and Grantee dated October 10, 2019 as evidenced by a Notice of Lease recorded on May 19, 2021 in Volume 12692 at Page 190 of the Stamford Land Records (the “Lease”);

WHEREAS, pursuant to said Lease, Grantor has agreed to allow Grantee to construct a new building on the Property (the “Project”);

WHEREAS, this Amendment amends that certain Temporary Construction and Access Easement Agreement recorded on May 19, 2021 in Volume 12692 at Page 196 of the Stamford Land Records (the “Original Easement”);

WHEREAS, the Project requires the installation of utilities and the Grantor is responsible for paying for such utility installation pursuant to the Lease;

WHEREAS, the parties agree that it will be most efficient for the Grantee to perform the utility installation work and certain related site work as defined herein (hereinafter, collectively the “Trench, Drainage and Site Work”);

WHEREAS, to facilitate the Trench, Drainage and Site Work, the Grantee requires the use of a portion of the Property for installation of utilities and is authorized to permit Pavarini North East

Construction Co., LLC and its subcontractors to furnish all labor, material, equipment and supplies and shall perform the required earthwork for the Trench, Drainage and Site Work on the Property, including but not limited to excavation and backfill, drainage, trenching, pavement removal and installation, sheathing, bracing, shoring, pumping or bailing, dewatering, restoration and cleanup, all as specified on Exhibit A through Exhibit J attached hereto and made a part hereof;

WHEREAS, the parties are desirous of providing for temporary arrangements during the period of Trench, Drainage and Site Work; and

NOW THEREFORE, in consideration of the fact that the parties hereto mutually agree that Grantee will perform the Trench, Drainage and Site Work, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are contractual in nature, not merely recitals, and are hereby incorporated into this Amendment.

2. **Trench, Drainage and Site Work Cost.** The Grantor agrees to pay the Grantee a cost-plus, not-to-exceed amount of Two Million Nineteen Thousand Six Hundred Eighty Four Dollars (\$2,019,684.00) for the Trench, Drainage and Site Work, pursuant to the Grantee's Master Project Budget, dated September 3, 2021, attached hereto as Exhibit I ("Trench, Drainage and Site Work Project Cost"). As part of Grantor's internal review of contractor payment requisitions for costs related to the Trench, Drainage and Site Work, the Grantee shall provide the Grantor with a "draft" or "pencil" requisition for Grantor's comment and approval, prior to finalizing the payment requisition and submission for payment ("Approved Invoice"). Grantor shall reimburse Grantee for costs related to the Trench, Drainage and Site Work within thirty (30) days after Grantor's receipt of an Approved Invoice from Grantee.

3. **Indemnification.** Grantor shall (i) indemnify, hold harmless and, at Grantee's option, defend Grantee and its agents Pavarini North East Construction Co., LLC and Jones Lang LaSalle Incorporated from any environmental remediation costs related to property outside of Grantee's Demised Premises (as defined in the Lease) and/or the Original Easement area (as defined in the Original Easement) and (ii) indemnify, hold harmless and, at the Grantee's option, defend the Grantee, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Grantor, or loss of or damage to property, resulting directly or indirectly from the Grantor's negligent performance pursuant to this Amendment, or by any negligent omission to perform some duty imposed by law or this Amendment upon the Grantor, its officers, agents and employees.

Grantee shall (i) indemnify, hold harmless and, at Grantor's option, defend Grantor and its agents from any environmental remediation costs related to property within Grantee's Demised Premises (as defined in the Lease) and/or the Original Easement area (as defined in the Original Easement) and (ii) indemnify, hold harmless and, at the Grantor's option, defend the Grantor, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Grantee, or loss of or damage to property, resulting directly or indirectly from the Grantee's negligent performance pursuant to this

Amendment, or by any negligent omission to perform some duty imposed by law or this Amendment upon the Grantee, its officers, agents and employees.

The foregoing indemnities shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Amendment, and shall survive the termination of this Amendment.

4. **Cost Over-runs.** Grantor shall be responsible for seventy-five percent (75%) of any and all cost over-runs in excess of the Trench, Drainage and Site Work Project Cost and Grantee shall be responsible for twenty-five percent (25%) of any and all cost over-runs in excess of the Trench, Drainage and Site Work Project Cost. Notwithstanding the foregoing, Grantee agrees that Grantor shall not be responsible for any additional costs related to Grantee's unilateral decision to accelerate the project for any reason, including, but not limited to, unforeseen delays, and Grantor and Grantee each reserve the right to dispute the aforementioned expense allocation through arbitration with the American Arbitration Association in the event that either party determines that the cost over-runs are caused by the negligence or intentional misconduct of the other party.

5. **Insurance.** Grantee shall provide Grantor with certificates of sufficient insurance, as determined by the City of Stamford's Risk Manager, from Pavarini North East Construction Co., LLC and its subcontractors, naming the following as additional insureds: The City of Stamford, TGM Anchor Point LLC, their employees, agents and officers.

6. **Grant of Easement.** Grantor hereby grants, conveys and confirms unto Grantee a temporary, non-exclusive easement, upon, about, over and through an area for the following purposes only: Trench, Drainage and Site Work and all earthwork for the Trench, Drainage and Site Work, including but not limited to excavation and backfill, drainage, trenching, pavement removal and installation, sheathing, bracing, shoring, pumping or bailing, dewatering, restoration and cleanup (the "**Temporary Easement**"), all consistent with the Scope of the Work as defined in Section 7 hereof and as said areas being depicted on **Exhibit A** through **Exhibit J** (the "**Temporary Easement Area**"). This Temporary Easement shall expire on the Expiration Date defined in the Original Easement.

7. **Access.** Grantor shall provide access to Grantee across Boccuzzi Park and the separate easement area owned by TGM Anchor Point LLC and subject to a separate easement agreement in favor of Grantor in order for Grantee to perform the Trench, Drainage and Site Work.

8. **Grantee's Scope of Work.** The parties hereto hereby agree that the scope of the Trench, Drainage and Site Work is deemed to be approved by the parties, as set forth and defined by the following exhibits on file in the City of Stamford Engineering Department and hereby made a part hereof as if fully set forth herein: **Exhibit A** ("Site Logistics and Erosion and Sediment Control Plan – Phase 1A" Project #192311082 latest revision dated 8/06/2021; L-101.00-A prepared by Stantec Consulting Inc.); **Exhibit B** ("Site Demolition & Removals Plan" Project #192311082 latest revision dated 8/6/2021; L-200.00-A prepared by Stantec Consulting Inc.); **Exhibit C** ("Site Materials Plan" Project #192311082 latest revision dated 8/06/2021; L-301.00-A prepared by Stantec Consulting Inc.); **Exhibit D** ("Site Drainage Plan" Project #192311082 latest revision dated 8/6/2021; L-401.00-

A prepared by Stantec Consulting Inc.); Exhibit E (“Site Utilities Plan” Project #192311082 latest revision dated 8/6/2021; L-500.00-A prepared by Stantec Consulting Inc.); Exhibit F (“Electrical Site Lighting Plan & Power Riser Diagram” Project #192311082 latest revision dated 8/6/2021; E-099 prepared by Stantec Consulting Inc.); Exhibit G (“Technical Specification” provided within the Boccuzzi Park – Phase I Improvements, City of Stamford Bid S-6814, issued 4/29/2021); Exhibit H (“Soil Management Plan SoundWaters Harbor Center Boccuzzi Park Southfield Avenue – Stamford, CT” dated March 2021 prepared by Triton Environmental, Inc; Exhibit I (“SoundWaters Harbor Center / City of Stamford Scope Master Project Budget” dated 9/3/2021 prepared by JLL) and Exhibit J (“Boccuzzi Park – Phase 1 Improvements (August 06, 2021 – Interim Construction Documents – Phase 1B” , prepared by Stantec Consulting Inc.); (collectively, the “Approved Work”). Any material changes outside of this Approved Work must be approved by both parties and the Approved Work may be modified only by a formal written change order. The Property shall remain open to the public throughout the Trench, Drainage and Site Work unless Grantee provides forty eight (48) hours prior notice to Grantor that the Property’s opening to the public interferes with the Trench, Drainage and Site Work and the Grantor shall have access for mowing and snow removal, to the extent reasonably possible. Said notice shall include an estimated completion date and Grantee shall notify the Grantor when the portion of the Trench, Drainage and Site Work that requires the Property’s closure to the public is completed. In no way limiting the foregoing, the Grantee shall further:

- Provide Grantor a detailed sequencing and logistics plan prior to any site construction, showing that pedestrian and vehicle access (public visitors to the park) will remain unimpeded;
- Provide adequate signage on the Property to guide the public from the park entrance to designated areas and relocate said signage as necessary;
- Install erosion and sediment control measures on the Property and the TGM Anchor Point LLC easement areas as shown on the Stantec plans and per the requirements of any required permits and the latest version of the Connecticut Guidelines for Soil Erosion and Sediment Control, including, but not limited to, seeding of any slopes that will remain after grading for the new access road and removal of the basketball court. Grantee shall maintain construction service gates with deployable measures, as necessary, throughout the Trench, Drainage and Site Work, which shall remain in place for a period of one year or until the Grantor resumes Phase 1B construction, whichever comes first;
- Removal and off-site disposal of soil stock piles resulting from any excavation on the Demised Premises (as defined in the Lease) or the Original Easement area (as defined in the Original Easement) in compliance with all applicable Federal, State and local regulations and the Soil Management Plan prepared for the Grantee by Triton Environmental, Inc., dated March 20, 2021;
- Comply with the Soil Management Plan prepared for the Grantee by Triton Environmental, Inc., dated March 20, 2021, with regard to all soil excavated from the Temporary Easement Area. Any required off-site disposal of such soils shall be deemed outside of the Grantee’s Scope of Work and shall be addressed by way of a change order; and
- Protect all work areas and stockpiles to prevent unauthorized access into areas where construction is taking place, with access gates as needed, throughout the Trench, Drainage and Site Work areas for one year or until Grantor resumes Phase 1B construction, whichever comes first.

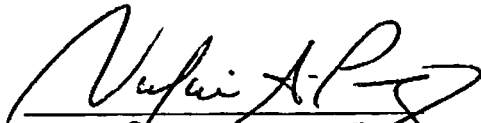
9. **Project Easements.** Grantor shall utilize its best efforts to execute and deliver all necessary written easements for the Project, including but not limited to TGM Anchor Point LLC access easements, electric and water easements, within a maximum of thirty (30) days of the date hereof.

10. **Ratification.** Except as herein expressly modified, the Original Easement is hereby ratified and confirmed and continued in full force and effect.

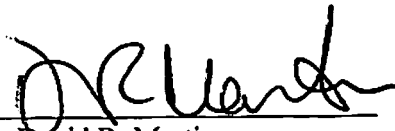
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seals as of the date first written above.


CITY OF STAMFORD



VAL PANKOSKY, Witness

By: 

Name: David R. Martin
Title: Mayor, Duly Authorized



Chris Dellaseva, Witness

Approved as to Form:


By:  9/9/2021

Name: Chris Dellaseva
Its: Asst Corporation Counsel

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

Date: Sept. 9, 2021

Personally appeared David R. Martin, Mayor of the City of Stamford, signer and sealer of the foregoing Instrument, and acknowledge the same to be his free act and deed, and the free act and deed of said City, before me.



~~Commissioner of the Superior Court or Notary Public~~ Chris Dellaseva
Juris No.: 419179

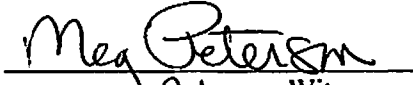
[signature pages continue]

Signed, sealed and delivered
in the presence of:

SOUNDWATERS, INC.



Olena Czubiniak, ^{Witness}



Meg Peterson ^{Witness}

By: 

Name: Leigh W. Shemitz


Title: President, Duly Authorized

STATE OF CONNECTICUT }
COUNTY OF Fairfield } ss: _____

Date: Sept 8, 2021

Personally appeared Leigh W. Shemitz, the duly authorized President of SoundWaters, Inc.,
signer and sealer of the foregoing Instrument, and acknowledge the same to be her free act and deed,
and the free act and deed of said SoundWaters, Inc., before me.

ELIZABETH DESANCTIS
NOTARY PUBLIC
My Commission Expires Mar. 31, 2025


Commissioner of the Superior Court or
Notary Public

[signature pages end]

EXHIBIT A

Site Logistics and Erosion and Sediment Control Plan

(On File in the City of Stamford Engineering Department)

EXHIBIT B

Site Demolition & Removals Plan

(On File in the City of Stamford Engineering Department)

EXHIBIT C

Site Materials Plan

(On File in the City of Stamford Engineering Department)

EXHIBIT D

Site Drainage Plan

(On File in the City of Stamford Engineering Department)

EXHIBIT E

Site Utilities Plan

(On File in the City of Stamford Engineering Department)

EXHIBIT F

Electrical Site Lighting Plan & Power Riser Diagram

(On File in the City of Stamford Engineering Department)

EXHIBIT G

Technical Specification

(On File in the City of Stamford Engineering Department)

EXHIBIT H

Soil Management Plan

(On File in the City of Stamford Engineering Department)

EXHIBIT I

SoundWater Harbor Center / City of Stamford Scope Master Project Budget

(On File in the City of Stamford Engineering Department)

EXHIBIT J

Interim Construction Documents

(On File in the City of Stamford Engineering Department)