

# 30<sup>TH</sup> BOARD OF REPRESENTATIVES CITY OF STAMFORD

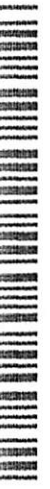
President  
MATTHEW QUINONES

Clerk of the Board  
SUSAN NABEL

Majority Leader  
RODNEY PRATT

Minority Leader  
MARY L. FEDELT

INSTR # 2020001526 VOL 12304 Pg 97 RECD 02/05/2020  
LYDA RUJTER CITY & TOWN CLERK STAMFORD CT  
BOOK 52 25



09:58:12 AM

## RESOLUTION NO. 4026 APPROVING A COMPLETION AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY BY AND BETWEEN THE CITY OF STAMFORD AND O&G INDUSTRIES, INC.

CONVEYING TO THE CITY OF STAMFORD PROPERTY LOCATED  
AT 1 SELLECK STREET, 29/33/39/45/49/51/72 DAVENPORT STREET AND 78  
PULASKI STREET, STAMFORD, CONNECTICUT  
AND CONVEYING TO O&G INDUSTRIES, INC. PROPERTY LOCATED ON  
WATERSIDE PLACE AND DAVENPORT STREET, STAMFORD, CONNECTICUT  
AND ASSOCIATED TEMPORARY AND PERMANENT EASEMENTS

NOW THEREFORE BE IT RESOLVED BY THE 30<sup>TH</sup> BOARD OF  
REPRESENTATIVES THAT:

Pursuant to Sections C1-50-3 and C6-120-3 of the Stamford Charter and Sections 9-6 and 9-7.3 of the Stamford Code of Ordinances, the Board of Representatives approves a Completion Agreement ("Completion Agreement") between the City of Stamford ("City") and O&G Industries, Inc. ("O&G"), whereby O&G conveys to the City property necessary to complete and construct intersection improvements at Greenwich Avenue and Pulaski Street (referred to as "Greenwich – Pulaski Roundabout") and improvements to Davenport Street (referred to as "The Waterside Circulator") located adjacent to O&G's Stamford Asphalt Plant #2 (referred to as "72 Davenport Street" and more particularly described in the Completion Agreement); and 2) the City conveys to O&G property located on the former Waterside Place and certain property located along a limited roadway/right-of-way on Davenport Street in Stamford, Connecticut (also described in the Completion Agreement) in accordance with the terms and conditions set forth in the Completion Agreement which is incorporated herein. The Completion Agreement is hereby approved to enable the above described exchange of land and also includes authorization for: 1) a Temporary Construction Easement from O&G to the City to permit access, construction activity related to, and construction of the Greenwich-Pulaski Roundabout and Waterside Circulator; and 2) a Permanent Access Easement from O&G to the City over a portion of the former Waterside Place so the City may have permanent access to City owned pump station & land thereunder (said Easement Agreements are attached to the Completion Agreement as exhibits). The Completion Agreement is made Schedule A hereto.


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

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

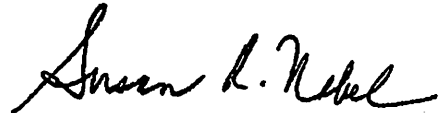
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This resolution was approved by Unanimous Voice Vote at the Regular Meeting of the 30<sup>th</sup> Board of Representatives held on Monday, February 3, 2020.

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Matthew Quinones, President  
30<sup>th</sup> Board of Representatives



Susan Nabel, Clerk  
30<sup>th</sup> Board of Representatives

cc: Mayor David R. Martin  
Thomas Madden, Director of Economic Development  
Kathryn Emmett, Esq., Law Department  
Lyda Ruijter, Town & City Clerk  
Jay Fountain, Director of OPM  
Mark McGrath, Director of Operations  
Michael Handler, Director of Administration  
Ted Jankowski, Director of Public Safety, Health & Welfare  
Jim Travers, Transportation, Traffic & Parking Bureau Chief  
Jacqueline O. Kaufman, Esq., Carmody Torrance Sandak & Hennessey LLP

**COMPLETION AGREEMENT**

This Completion Agreement (the "Agreement"), made as of \_\_\_\_\_, 20\_\_\_\_ by O&G Industries, Inc., with an office at 72 Davenport Street, Stamford, Connecticut (hereafter referred to as "O&G") and the City of Stamford, Connecticut, a municipal organization, organized and existing under the laws of the State of Connecticut, having offices at 888 Washington Boulevard, Stamford, Connecticut 06904 (hereinafter referred to as the ("City")).

**WITNESSETH:**

**WHEREAS**, O&G intends to make certain improvements (the "Improvements") to its property at 72 Davenport Street, (the "Property") said Property being described on Schedule A, attached hereto;

**WHEREAS**, those Improvements are more fully delineated in that certain Amended Stipulated Settlement Agreement (the "Stipulation"), FST, CV 09-5012574 S dated March 27, 2014, a copy of said Stipulation and subsequently modified landscape plans to same approved by the Zoning Board as Schedule B;

**WHEREAS**, among the covenants contained in said Stipulation is the exchange of Parcels (the "Parcels") of real property by O&G and the City to effectuate reconfiguration of Pulaski Street and Greenwich Avenue, as well as the abandonment and discontinuance of Waterside Place, said work to be done by the City at its expense ("City Work") as described on Plans entitled "City of Stamford Greenwich Avenue Corridor Improvements Greenwich Avenue Roundabout" prepared by Fuss & O'Neill and dated April 19, 2019, (the "Construction Plans");

**WHEREAS**, O&G shall perform certain work required to realign Davenport Street and to mill and pave Davenport Street (the "O&G Work") at its expense (exclusive of the costs of paving materials and disposal costs, which shall be at the City's expense), as described on Schedule C-3;

**WHEREAS**, Parcels shall be exchanged by way of fee conveyance each to the other, are described on certain maps as follows:

- (i) "Map Depicting Exchange of Property between the City of Stamford and O&G Industries prepared for the City of Stamford and O&G Industries, Stamford, Connecticut" said map prepared by Edward J. Frattaroli, Inc, Stamford, Connecticut dated November 27, 2019, a copy of said map being attached hereto as Schedule C; and
- (ii) "Map Depicting Exchange of Property between The City of Stamford and O&G Industries, Inc., prepared for The City of Stamford and O&G Industries, Stamford, Connecticut," said map

prepared by Edward J. Frattaroli, Inc., dated June 5, 2019, (depicting exchange of Parcels on Davenport Street), a copy of said map being attached as Schedule C-2; and

- (iii) "Map Depicting Transfer of Property for O&G Industries to The City of Stamford, prepared for the City of Stamford and O&G Industries, Stamford, Connecticut," said map prepared by Edward J. Frattaroli, Inc. (depicting conveyance of Parcels from O&G to the City), dated June 5, 2019, a copy of said map being attached hereto as Schedule C-3.

**WHEREAS**, the parties are desirous of exchanging the Parcels described herein and providing for temporary arrangements during the period of City Work described in the Plans;

**NOW THEREFORE**, in consideration of the mutual covenants, promises and covenants contained in this Agreement, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be bound legally, consent and agree as follows:

1. Purchase Price

In consideration of the exchange of the Parcels and consideration as set forth herein, the parties shall pay zero money (\$0.00) consideration each to the other. Hence, at Closing the parties shall execute the required State and City conveyance tax forms showing an exemption and/or zero consideration as appropriate.

2. Conveyance of Parcels

Upon the expiration of all contingencies described in Section 3 of this Agreement, the parties shall convey the following Parcels:

- A. O&G to City. O&G shall convey to the City by way of Quit Claim Deed, (i) Parcels A and C (total 18,818 square feet) as shown on Schedule C, (ii) a Parcel containing 1,520 square feet as shown on Schedule C-2, and (iii) Parcels containing 2,270 square feet and 260 square feet (2,530 square feet) as shown on Schedule C-3; subject only to (a) the Permitted Encumbrances set forth in Section 4(a) below at O&G's sole expense, a copy of the form Quit Claim Deed being attached as Schedule D; (b) an access easement in favor of the City over and upon certain property to be conveyed by the City to O&G as depicted on that certain map entitled "Map Depicting Easement to be Granted to the City of Stamford Across Property of O&G Industries, Stamford Connecticut," prepared by Edward J. Frattaroli, Inc., Land Surveyors · Engineers · Land Planners, Stamford, Connecticut dated November

27, 2019 (the "Access Easement"), pursuant to the terms and conditions of the form Access Easement attached hereto as Schedule G and made apart hereof; and (c) the Temporary Construction Easement as defined herein in Section 11 of this Agreement attached hereto as Schedule E; and

- B. City to O&G. The City shall convey to O&G by way of Quit Claim Deed, (i) Parcel F as shown on Schedule C (containing 13,098 square feet) and (ii) Parcel containing 1,590 square feet as shown on Schedule C-2, subject only to Permitted Encumbrances and (iii) the apron area (formerly part of Waterside Place) depicted on Schedule C, at the City's sole expense set forth in Section 4(a), below, a copy of the, form Quit Claim Deed being attached as Schedule D-2.

3. Contingencies

- (a) This Agreement and the obligations of the City and O&G are contingent upon approval of the City of Stamford Planning Board and Board of Representatives of the property exchanges and the discontinuance of Waterside Place, and execution of this Agreement by the Mayor of the City of Stamford.

4. Title

- (a) Permitted Encumbrances. The parties shall convey the Parcels described in Section 2, each to the other subject to, but not limited to the following encumbrances (collectively the "Permitted Encumbrances");
- (i) All provisions of any ordinance, municipal regulation or public or private law, provided same are not in violation at the Closing Date;
  - (ii) Real Estate Taxes, if any, are not yet due as of the Closing Date which taxes shall be adjusted as provided herein;
  - (iii) Such state of facts as an accurate survey or personal inspection of such property might reveal (provided this clause shall not be recited in the Deed) and further provided that the same shall not render title uninsurable; and
  - (iv) Licenses, title exceptions and encumbrances as of

record approved, waived or created by O&G or by the City in accordance with this Agreement.

(b) O&G Title Reports.

Promptly after the execution and delivery of this Agreement, as its sole cost and expense, O&G shall order a title report for the Parcels described in Section 2 and a copy of said report shall be promptly delivered to the City. O&G shall review the title report no later than twenty (20) days subsequent to the date of its receipt thereof (the "O&G Title Review Period"). O&G shall notify the City in writing of any objections to title which O&G may have no later than 5:00 p.m. on the last business day of the O&G Title Review Period. All matters reflected in the title report which are not objected to in aforementioned manner shall be deemed accepted and the right of a party to object to such matters reflected in such title report shall be deemed waived.

(c) City Title Reports.

Promptly after the execution and delivery of this Agreement, at its sole cost and expense, the City shall order a title report for the Parcels described in Section 2, a copy of said title report shall promptly be delivered to O&G. The City shall review the title report no later than twenty (20) days subsequent to the date of its receipt thereof (the "City Title Review Period"). The City shall notify O&G in writing of any objections to title the City may have no later than 5:00 p.m. on the last business day of the City Title Review Period. All matters reflected in the title report which are not objected to in the aforementioned manner shall be deemed accepted and the right of a party to object to such matters reflected in such title report shall be deemed waived.

(d) Cure Period.

In the event a party objects to title within the applicable Title Review Period provided in subsections (b) or (c) of this Section, or any additional encumbrances arise after the date of the applicable title report but prior to the Closing Date (the "Additional Encumbrances"), then either the City or O&G, as grantee, as applicable, shall give written notice to the other party identifying such title objections, and upon receipt of such notice, the City or O&G, as the case may be,

shall have a period not to exceed sixty (60) days (the "Cure Period"), to use good faith efforts to cause the cure or removal of such title objections. In the event the City or O&G as the case may be, is not able to cure or remove the title objections prior to the applicable Closing Date or prior to the termination of the applicable Cure Period, then, the objecting party may terminate this Agreement by notifying the other party in writing to such effect within ten (10) business days following the expiration of the Cure Period. If such termination notice is given, the parties hereto shall have no further obligation hereunder, and this Agreement shall become null and void and of no further force and effect. Notwithstanding the foregoing, the City and O&G may elect to waive any objections and accept title to the Parcels, as the case may be, subject to the title objections, but without any additional payment or adjustment therefor.

- (e) For purposes of this Agreement, nothing shall be deemed to be an objection or encumbrance against title unless such objection or encumbrance is considered an objection under the Standards of Title of the Connecticut Bar Association.

## 5. Closing

- (a) Closing. Provided that all contingencies, terms and conditions set forth in this Agreement shall have been satisfied or waived hereof, the closing of the: (1) conveyance from the City to O&G (2) the conveyance from O&G to the City and other deliveries and obligations herein shall be completed within sixty (60) days after said expiration of the contingencies (the "Closing Date") but in no event later than sixty (60) days after the adopted of the Board of Representatives Resolution and/or effective date of same following the Mayor's signature. The Closing shall take place at 10:00 a.m. (EST) at the law offices of Carmody, Torrance, Sandak & Hennessey, LLP, 707 Summer Street, Stamford, CT 06901, or at such other place the parties mutually agree.
- (b) Delivery of Documents.
  - i. At Closing the respective grantor of the Parcels shall execute and deliver to the other party hereto, the following documents:
    - 1) Quit Claim Deeds (the "Deeds"), sufficient to convey

fee simple ownership in the applicable Parcels being conveyed at the Closing subject to Permitted Encumbrances;

- 2) the relevant Conveyance Tax Form, if any;
- 3) affidavits customarily required by title insurance companies in the State of Connecticut in issuing title insurance policies;
- 4) a general assignment and Bill of Sale executed by the grantor assigning and transferring all rights in the Parcels and any personal rights or property including warranties or guaranties, permits and licenses;
- 5) such other affidavit, document or instrument reasonably required by the parties' respective title company or pursuant to the terms of this Agreement;
- 6) affidavits pursuant to section 1445 (f)(3) of the Internal Revenue Service Code, ("FIRPTA Affidavit"); and
- 7) the easements contemplated in Sections 2 and 11 of this Agreement.

(c) Adjustments. Adjustment of real property taxes, water, electricity, rents, security deposits, where applicable, shall be adjusted as of the Closing Date in accordance with the prevailing practices of the Fairfield County Bar Association.

(d) Condition of the Property, Possession and Environmental.

a. The City and O&G agree that Parcels shall be conveyed in an "as is" condition with all faults as of the date of this Agreement, subject to reasonable wear and tear through the Closing Date.

The parties acknowledge that they are satisfied with the physical condition of the Parcels. In entering into this Agreement, neither party has been induced by and has not relied on any representation or statement, express or implied, made by the other or any party representing or purporting to represent a party except as set forth in this Agreement.

b. Purchaser acknowledges that neither party has made and does not make any representation or warranty as to any Environmental Law compliance matters concerning the Parcels or as to the environmental presence, absence, nature, or extent of any Hazardous Substances in or on the ground, soils, surface water, ground water or improvements at, on, under, in, or around the Premises (hereinafter "Environmental Condition"). For the purposes of this section, "Hazardous Substances" means any substances defined as "hazardous substances", "pollutants", "contaminants", "hazardous materials", "hazardous wastes", or



“toxic substances” or related materials as now or hereinafter defined in or subject to regulation under any Environmental Law; and “Environmental Law” means any applicable federal, state or local law, regulation, rule, ordinance, directive or requirement, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the Connecticut General Statutes, relating to the Environmental Condition of the Premises, as any such acts may be amended, modified or supplemented.

6. Risk of Loss, Condemnation, Broker.

- (a) Risk of Loss. The parties agree to maintain the current casualty and liability insurance (or in the case of the City, self-insurance) on the respective Parcels through the Closing. If prior to Closing all or any part of Parcels are destroyed or damaged by fire or casualty or the elements or by any other cause, the owner of the property in question shall promptly notify the other in writing of the loss. Notwithstanding, such loss shall not constitute a basis for termination of this Agreement. The parties shall continue to close this transaction in accordance with the terms of this Agreement with an assignment of any insurance proceeds and claims from the grantor to grantee.
- (b) Condemnation. The City represents and warrants to O&G that it has no knowledge of any condemnation action threatened nor any pending proceeding regarding any of the Parcels under this Agreement.
- (c) Brokers. The City and O&G represent each to the other that they respectively have had no dealings, negotiations or conversations with any broker in connection with the conveyance of the Parcels. The City and O&G agree to indemnify, defend and to hold each other harmless from and against all losses, damages, costs and expenses (including reasonable attorney’s fees) that the City or O&G may suffer as a result of any claim or suit arising from a broker under the representation or representation contained herein as adjudicated by a court of competent jurisdiction. This subsection shall survive delivery of the Deeds.

7. Representations and Warranties.

a. O&G Representations and Warranties. O&G represents and warrants to the City as follows:

- (i) O&G is a validly existing corporation duly organized and validly existing under the laws of the State of Connecticut.
- (ii) O&G has full power, capacity and authority to execute this Agreement and all other documents required to be executed and delivered by O&G under this Agreement and to perform its obligations hereunder.
- (iii) The representations and warranties of O&G contained in this Section will be true and accurate in all material respects as of the Closing Date.

b. The City's Representations and Warranties. The City represents and warrants to O&G as follows:

- (i) The City is a validly existing municipality duly organized under the laws of the State of Connecticut.
- (ii) The City has full power, capacity and authority to execute this Agreement and all other documents required to be executed and delivered by the City under this Agreement and to perform its obligations hereunder, subject to the approvals of the City boards, agencies and departments required by the City's Charter and Code of Ordinances.
- (iii) The representations and warranties of the City contained in this Section will be true and accurate in all material respects as of the Closing Date.

8. Default.

- (a) Default by O&G. O&G shall be in default under this Agreement if O&G shall fail to perform its obligations hereunder and O&G shall fail to remedy same within thirty (30) days after receipt of written notice from the City specifying such default or failure (the "O&G Default Cure Period"), or if such failure or default is of a nature that O&G cannot reasonable remedy same within the O&G Default Cure Period and O&G shall fail to commence promptly to remedy same and to prosecute such remedy to completion with diligence and continuity, the City shall have the option either (i) to terminate this Agreement upon notifying O&G in writing of such termination, in which event this Agreement shall be null and void and of no further force and effect, or (ii) to seek and obtain specific performance from O&G of the terms of this Agreement.
- (b) Default by the City. The City shall be in default under this Agreement if the City shall fail to perform its obligations hereunder and the City shall fail to

remedy same within thirty (30) days after receipt of written notice from O&G specifying such default or failure (the "City Default Cure Period"), or if such failure or default is of a nature that the City cannot reasonable remedy same within the City Default Cure Period and the City shall fail to commence promptly to remedy same and to prosecute such remedy to completion with diligence and continuity, then O&G shall have the option either (i) to terminate this Agreement upon notifying the City in writing of such termination, in which event this Agreement shall be null and void and of no further force and effect, or (ii) to seek and obtain specific performance from the City of terms of this Agreement. In no event shall any default by the City affect the City's obligations under the Stipulation or its obligations with respect to the realignment of Davenport Street.

9. Miscellaneous.

- (a) Prior Agreements. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all previous agreements, written or oral, between the parties and affecting such Parcels. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
- (b) Effect of Delivery. O&G's delivery, and the City's acceptance of Deeds shall constitute full performance by O&G of all of the terms and obligations on O&G's part to be performed as contained in this Agreement and O&G shall have no further obligations hereunder, except as otherwise specifically stated in this Agreement and as described in the Stipulation. The City's delivery and O&G's acceptance of the Deed shall constitute full performance by the City of all of the terms and obligations on the City's part to be performed as contained in this Agreement and the City shall have no further obligations hereunder, except as otherwise specifically stated in this Agreement and as described in the Stipulation.
- (c) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
- (d) Notices. Any notice, report, request or demand required, permitted or desire to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes, on the date that it is mailed by registered or certified mail, return receipt requested, or hand delivered or forwarded by overnight express mail courier (e.g. Federal Express or U.S. Express Mail) or via email, to the respective party or its attorney at the following addresses:

If to O&G:                      Kenneth W. Merz  
   O&G Industries, Inc.  
   112 Wall Street

Torrington, CT 06790

Tel.: 860-489-9261

Email: [kemerz@ogind.com](mailto:kemerz@ogind.com)

With a copy to: William J. Hennessey, Jr., Esq.  
Carmody Torrance Sandak & Hennessey, LLP  
707 Summer Street, 3<sup>rd</sup> Floor  
Stamford, CT 06901-1026

Tel.: 203-425-4200

Email: [whennessey@carmodylaw.com](mailto:whennessey@carmodylaw.com)

If to the City: The City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904

Attention:

Tel:

Email:

With a copy to: Law Department  
The City of Stamford  
888 Washington Boulevard  
Stamford, CT 06904

Attention: James Minor

Tel: 203-977-5158

Email: [JMinor@StamfordCT.gov](mailto:JMinor@StamfordCT.gov)

- (e) Force Majeure. If the performance by the City or O&G under this Agreement is delayed due to an event of force majeure, including by reason of fire, strike, labor dispute or act of God, change in legal requirements, court order, civil commotion or national emergency, or by reason of the other party's request to suspend performance, the time for performance shall be extended for a period that fairly reflects any delay so incurred.
- (f) Successors and Assigns. The rights and obligations contained herein shall be binding upon and inure to the benefit of O&G, the City and their respective successors and assigns. O&G shall have the right to assign this Agreement to any third party. Any successor or assignee of O&G shall be entitled to all of the rights and powers of O&G hereunder and shall be subject to all obligations of O&G hereunder.

- (g) Further Assurances. Each of the parties hereto shall cooperate with the other and take such additional action as may be reasonable necessary to implement this Agreement to effectuate the transactions contemplated hereby.
- (h) Counterparts. This Agreement may be executed in any number of counterparts and each counterpart will, for all purposes, be deemed to be an original, and all counterparts will together constitute one instrument.
- (i) Severability. If any provision of this Agreement or application to any party or circumstance is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of that provision to that party or those circumstances, other than those as to which it is determine invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.
- (j) Interpretation. This Agreement shall be construed by fair and reasonable interpretation of the words used in it without regard to which party drafted or caused to be drafted the provision or provisions.
- (k) Captions. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon construction or interpretation.
- (l) Agreement to Run with Land. The parties agree that a notice of this Agreement shall be recorded on the land records of the City of Stamford. This Agreement and the rights and obligations hereunder shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns.
- (m) Survival. The provisions of this Agreement shall survive the Closing of Title until all post-closing obligations have been completed.

#### 10. Maintenance of Property.

The parties agree to maintain the Parcels referenced herein in substantially the same manner as they have maintained same prior to the execution of this Agreement.

#### 11. City Construction.

The City shall commence construction of the new road interchange as described on the Construction Plans to be completed no later than December 31, 2022 and consistent with Schedule E Timeline (the "Construction Period") (see also, Schedule E, the "Timeline"). The City Work described therein shall be done in accordance with the design standards required by the State of

Connecticut and Chapter 214 of the City's Code of Ordinances. During the Construction Period as set forth in Schedule E and F, the City may use a portion of O&G's property as set forth on a Map entitled "Map Depicting Temporary Construction Access Easement to be Granted to the City of Stamford Across Property of O&G Industries, Stamford, Connecticut" prepared by Edward J. Frattaroli, Inc., Land Surveyors · Engineers · Land Planners, Stamford, Connecticut dated December 4, 2019, said area also referred to as the "Temporary Construction Access Easement" for the following purposes only: the temporary staging of materials for City Work, construction activity consistent with the Construction Plans, and public vehicular and/or pedestrian access (the "Temporary Construction Easement").

The parties agree to perform its obligations herein pursuant to the Timeline (Schedule E). The parties recognize that Eversource shall make improvements to Davenport Street necessary for the commencement of O & G Work. Subject to more specific description in Schedule E and completion of Eversource improvements, the parties agree that:

(i) Promptly after Closing and completion of Eversource Improvements, O&G shall commence the O&G Work. It is anticipated that Eversource Work shall be done to allow O&G to commence in January of 2020 to be done over a four (4) month period with completion on or about April 1, 2020 and (ii) the City similarly agrees to commence City Work no sooner than September 1, 2020, to be completed by December 31, 2022, unless dates are otherwise modified by the parties by written agreement.

Said Temporary Construction Easement shall be more formally described in that certain "Temporary Construction Easement" attached hereto as Schedule F. Said Temporary Construction Easement shall automatically expire on December 31, 2022 (extension of which may be requested by Grantee and consent thereto shall not be unreasonably withheld by Grantor) pursuant to the terms thereof and no notice of termination or act shall be necessary; however, upon request of O&G, the City shall execute a termination of the Temporary Construction Easement as reasonably required by O&G's title insurance company in recordable form. During the pendency of the Temporary Construction Easement, the City shall indemnify and save harmless O&G from all claims, losses, damages of any kind related to pursuant injury or property damage. At all times after the Closing and during the City Construction Period, existing access to Pulaski Street and Davenport Street shall be maintained by the City for the benefit of O&G until the City Work is completed and new access is completed per the Construction Plans.

[SIGNATURE & ACKNOWLEDGMENT PAGES TO FOLLOW]

O&G and the City have executed this Completion Agreement as of the date first above written.

WITNESSES:

O&G INDUSTRIES, INC.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CONNECTICUT )

)

ss.:

COUNTY OF FAIRFIELD )

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared, \_\_\_\_\_, as aforesaid executed the foregoing instrument as the \_\_\_\_\_ of O&G Industries, Inc. and acknowledge same to be his/her free act and deed and the free act and deed of O&G Industries, Inc., before me.

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public  
My Commission Expires: \_\_\_\_\_

THE CITY OF STAMFORD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF CONNECTICUT     )  
  )  
COUNTY OF FAIRFIELD     )

ss.:

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared, \_\_\_\_\_, as aforesaid executed the foregoing instrument as the \_\_\_\_\_ of the City of Stamford and acknowledge same to be her/his free act and deed and the free act and deed of the City of Stamford, before me.

\_\_\_\_\_  
Commissioner of the Superior Court/Notary Public  
My Commission Expires: \_\_\_\_\_



## SCHEDULE A

### O&G Property Description

*Existing Property Description as of 12/10/19*

PROPERTY DESCRIPTION - MAP NO. 12883 S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the easterly line of Davenport Street where the same is intersected by the southerly side of former Waterside Place; thence easterly and northerly along said former Waterside Place S 69°36'50" E a distance of 295.76 feet and N 15°35'35" E a distance of 220.794 feet to the southerly line of Pulaski Street; thence easterly along the southerly line of Pulaski Street S 80°10'52" E a distance of 66.467 feet and S 79°25'26" E a distance of 60.64 feet to the westerly side of the West Branch of Stamford Harbor; thence southerly, westerly, and southerly along the West Branch of Stamford Harbor S 18°40'40" E a distance of 66.68 feet, S 4°10'52" E a distance of 50.30 feet, S 14°29'49" E a distance of 365.11 feet, N 87°34'13" W a distance of 199.13 feet, S 23°44'30" W a distance of 181.22 feet, S 0°24'36" E a distance of 99.11 feet, S 2°11'30" W a distance of 683.65 feet, and S 0°30'54" E a distance of 0.13 feet, said westerly, northerly, and westerly side of the West Branch of Stamford Harbor also being the United States Harbor Line, to land now or formerly of Alex L. Goldblum et al; thence westerly along land now or formerly of Alex L. Goldblum et al N 76°31'30" W a distance of 291.01 feet to the easterly side of Davenport Street; thence northerly along the easterly side of Davenport Street N 19°28'30" E a distance of 87.00 feet, N 76°31'30" W a distance of 8.00 feet, N 19°28'30" E a distance of 285.00 feet, S 76°31'30" E a distance of 8.00 feet, N 9°12'30" E a distance of 13.11 feet, S 70°29'00" E a distance of 1.51 feet, N 4°12'00" E a distance of 151.85 feet, N 3°48'10" E a distance of 224.975 feet, N 2°42'21" E a distance of 97.01 feet, N 2°35'40" E a distance of 139.17 feet, N 2°13'30" E a distance of 99.95 feet, N 2°30'30" E a distance of 80.22 feet, and N 2°32'30" E a distance of 99.20 feet to the point of beginning.

The above described tract of land contains 8.22 Acres and is depicted as Map 12883 as recorded on the Stamford Land Records.

## Stipulation

FST CV 09-5012574 S : SUPERIOR COURT  
O&G INDUSTRIES, INC. : J.D. OF STAMFORD/NORWALK  
vs. : AT STAMFORD  
CITY OF STAMFORD ZONING :  
BOARD : March 27, 2014

**STIPULATED SETTLEMENT AGREEMENT**

The parties hereby stipulate and agree to the following in settlement of this Zoning Appeal.

WHEREAS, the Plaintiff, O&G Industries, Inc. ("O&G") is the owner of real property with the improvements thereon located at 72 Davenport Street, Stamford, Connecticut (the "Property");

WHEREAS, the Defendant, City of Stamford Zoning Board (hereinafter "Zoning Board"), is a municipal agency created pursuant to the Charter of the City of Stamford and Chapter 124 of the Connecticut General Statutes and is duly designated by the City to hear and decide an application for coastal site plan and special exception approval;

WHEREAS, the history of Zoning Board actions on the Property is extensive: shortly after its acquisition of the Property, in 1997, the Zoning Board granted O&G approvals in connection with an upgrade of its concrete plant; in November 2003, O&G obtained approvals for a masonry block building to be used as a mineral testing lab in conjunction with the existing bituminous concrete plant and one condition of that approval was that no changes be made to the northern portion of the Property without Zoning Board approval; and in late 2005, O&G applied

to the Zoning Board for permission to make various site improvements that would actually increase the intensity of the water-dependent use, but that application was denied and O&G appealed;

WHEREAS, O&G appealed that denial to this Court and in November 2006, O&G and the Zoning Board reached a settlement which resulted in a Stipulated Judgment entered by this Court, and part of that settlement required that O&G file a new application for the new activities and improvements it sought to implement on the Property;

WHEREAS, in February 2007 O&G submitted applications for a Special Exception approval and for Coastal Site Plan Approval ("Application 207-05") in connection with its proposal to replace an existing mixer rinse out facility, construct nine (9') foot area walls for dust and noise mitigation and concealment of storage materials, paving, maintenance of a seasonal salt and sand storage structure, reconfiguration of a marina and dock and other site improvements located at the Property and in February 2009, while such Application review was pending, O&G modified its applications accompanied by requisite plans, surveys, reports and other documents to the Board (the "Application");

WHEREAS, the Zoning Board duly conducted public hearings on the Application on March 3, 2008, and continued on April 7, 2008, May 19, 2008, July 7, 2008, September 15, 2008 and April 6, 2009;

WHEREAS, on July 13, 2009, the Zoning Board approved Application 207-05 by a unanimous, 4-0 vote (the "Decision");

WHEREAS, the Zoning Board's approval contained sixteen (16) conditions of approval (the "Conditions of Approval");

WHEREAS, O&G took this Appeal from the decision of the Zoning Board on July 30, 2009 seeking to have the approval of Application 207-05 sustained but to have an order of this Court invalidating certain of the conditions imposed on the Approval by the Zoning Board;

WHEREAS, while this Appeal has been pending, the City of Stamford (the "City") has developed plans for a reconfiguration of the intersection of Pulaski Street and Greenwich Avenue which currently abut portions of the northern boundary of the Property;

WHEREAS, the current proposal for such plans is shown on the following maps and plans: "Proposed Site Improvements, SP-1;" prepared by Wesley Stout Associates dated 4-1-05 and revised to 3-26-14 (Exhibit A); "Proposed Planting Plan, SP-2;" prepared by Wesley Stout Associates dated 4-1-05 and revised to 3-26-14 (Exhibit B); "Details & Notes, SP-3;" prepared by Wesley Stout Associates dated 4-1-05 and revised to 3-26-14 (Exhibit C); (Exhibits A, B, & C collectively referred to herein as, "New Planting Plan"); "Map Depicting Discontinuance of Waterside Place from Pulaski Street to Davenport Street and an Unnamed Highway Connecting Greenwich Avenue and Waterside Power," prepared by Edward J. Frattaroli, Inc. and dated 7-2-13 (Exhibit D); and "Map Depicting Exchange of Property Between The City of Stamford and O&G Industries" prepared by Edward J. Frattaroli, Inc. and dated 1-23-13 (Exhibit E) (Exhibits D & E collectively referred to herein as "New Road Plan");

WHEREAS, the New Road Plan will involve a road discontinuance by the City of Stamford of all or a portion of Waterside Place and Unnamed Highway, a land swap between the

City and O&G, and a purchase/taking of 74/76 Pulaski Street by the City from a non-party to this Appeal, as part of the reconfiguration of such streets and the creation of a proposed traffic roundabout;

WHEREAS, on May 7, 2013 the parties submitted a resolution to the Stamford Board of Representatives to authorize the purchase or condemnation of 74/76 Pulaski Street as a street widening of Pulaski Street south of the Pulaski Street bridge to accommodate increased traffic caused by the South End development;

WHEREAS, after approval by the Stamford Board of Representatives Steering Committee on June 20, 2013, the Land Use Committee of the Board of Representatives conducted a public hearing on June 20, 2013 and approved resolution LU28.068 RESOLUTION & APPROVAL authorizing the acquisition by negotiation or eminent domain of rights of way for the Pulaski Street, Greenwich Avenue and Waterside Place intersection improvement project;

WHEREAS, on July 1, 2013 the Stamford Board of Representatives approved the resolution No. 3596 to authorize the purchase or condemnation of 74/76 Pulaski Street as a street widening of Pulaski Street south of the Pulaski Street bridge to accommodate increased traffic caused by the South End development;

WHEREAS, on July 3, 2013, plaintiff's attorney requested the Stamford Board of Representatives consider a road discontinuance for Waterside Place and Unnamed Highway, and a letter from the Mayor to Engineering with four attachments, the electronic map and property description, draft Road Discontinuance, and draft letter from the Mayor to be signed;

**WHEREAS**, on July 8, 2013, the Stamford Board of Representatives Steering Committee approved the Land Use Committee to review and approve LU28.076 and to conduct a public hearing authorizing notice of intent to discontinue Waterside Place and a nearby Unnamed Highway;

**WHEREAS**, on July 9, 2013 the Stamford Planning Board approved unanimously item #2 on the agenda, the condemnation/negotiated purchase of 74/76 Pulaski Street part of an overall settlement of a lawsuit between O&G and the Zoning Board, as well as a street widening of Pulaski Street south of the Pulaski Street bridge to accommodate increased traffic caused by the South End development;

**WHEREAS**, on July 11, 2013, the Board of Finance approved the purchase/condemnation of 74/76 Pulaski Street;

**WHEREAS**, on July 23, 2013, the Board of Representatives Land Use Committee conducted a public hearing and approved resolution LU28.076 RESOLUTION & APPROVAL authorizing notice of intent to discontinue Waterside Place and a nearby Unnamed Highway;

**WHEREAS**, on August 5, 2013, the Planning Board reviewed Resolution No. 3606 authorizing the notice of intent to discontinue Waterside Place and Unnamed Highway;

**WHEREAS**, on August 5, 2013 the Board of Representatives by Resolution 3603 approved the Mayor to prepare a report to be made on the contemplated discontinuance of Waterside Place (18,280.35 square feet, .42 acres) as described in a map and property description dated 7/2/13 by Edward J. Frattaroli, Inc. entitled "Property Description- Discontinuance of Waterside Place and Unnamed Highway";

WHEREAS, in August 2013, the Mayor directed the Stamford Engineering Department to draft the Mayor's report for referral to the City of Stamford Planning Board and Board of Finance;

WHEREAS, on November 29, 2013, the City of Stamford and the attorney for the owner of 74/76 Pulaski Street by letter dated 11/29/13 from Director of Legal Affairs & Corporation Counsel Joseph J. Capalbo, II to Attorney John Wayne Fox reached an agreement for the price to take title to 74/76 Pulaski Street, subject to two conditions;

WHEREAS, on February 25, 2014 the Board of Representatives Land Use Committee conducted a public hearing and approved LU29.013, the Director of Administration's Final Report and directing the acquisition by eminent domain of rights of way for the Pulaski Street, Greenwich Avenue and Waterside Place intersection improvement project;

WHEREAS, on March 4, 2014, the Planning Board approved unanimously item #1 on the agenda, the Final Report of Property and Easement Acquisition Damages for the Pulaski Street, Greenwich Avenue and Waterside Place intersection improvement project as part of an overall settlement of a lawsuit between O&G and the Zoning Board;

WHEREAS, on March 10, 2014 and March 24, 2014, O&G and the City of Stamford legal counsel appeared before the Zoning Board to present this Stipulated Agreement, associated New Road Plan and New Planting Plan, and modified Conditions of Approval;

WHEREAS, O&G and the Zoning Board agree that if the plans concerning Pulaski Street and Greenwich Avenue and the associated land swaps are implemented, the configuration of the



northern portion of the Property shall be significantly altered and some of the Conditions of Approval shall be modified and/or cease to be applicable;

WHEREAS, O&G and the Zoning Board agree that the land swaps, New Planting Plan, New Road Plan and modified Conditions of Approval result in a plan which is consistent with the goals of Section 22a-93(16) of the Connecticut Coastal Management Act, which include uses which provide general public access to marine or tidal waters achieved via the intended land swap;

WHEREAS, the final approvals for and implementation of the plans concerning Pulaski Street and Greenwich Avenue and the associated land swaps may take many months to complete;

WHEREAS, O&G and the Zoning Board wish to avoid the cost and burdens of proceeding with this Appeal in light of the plans concerning Pulaski Street and Greenwich Avenue and the associated land swaps;

NOW THEREFORE, in consideration of the foregoing and the mutual undertakings contained herein, O&G and the Zoning Board hereby stipulate and agree as follows, subject to the final approval and implementation of the New Road Plan and the associated land swaps:

1. O&G agrees in good faith to pursue expeditious final approval and implementation of the land swaps contemplated under the New Road Plan with the City.
2. O&G and the Zoning Board agree that the Conditions of Approval as stated in the Decision are deleted and restated as follows:

- a. All conditions of approval of Appl. 97-021 shall remain in full force and effect and shall also apply to the use of the northerly portion of the site to the extent modified by the New Planting Plan.
- b. The approved site plans shall include the following, as modified by this approval: "Proposed Site Improvements, SP-1;" prepared by Wesley Stout Associates dated 4-1-05 and revised to 3-26-14 (Exhibit A); "Proposed Planting Plan, SP-2;" prepared by Wesley Stout Associates dated 4-1-05 and revised to 3-26-14 (Exhibit B); "Details & Notes, SP-3;" prepared by Wesley Stout Associates dated 4-1-05 and revised to 3-26-14 (Exhibit C); (Exhibits A, B, & C collectively referred to herein as, "New Planting Plan");
- c. O&G and the Zoning Board agree that the following plans shall be implemented by the City of Stamford pursuant to roadway discontinuance and land swap applications before the Board of Representatives: "Map Depicting Discontinuance of Waterside Place from Pulaski Street to Davenport Street and an Unnamed Highway Connecting Greenwich Avenue and Waterside Power," prepared by Edward J. Frattaroli, Inc. and dated 7-2-13 (Exhibit D); and "Map Depicting Exchange of Property Between The City of Stamford and O&G Industries" prepared by Edward J. Frattaroli, Inc. and dated 1-23-13 (Exhibit E) (Exhibits D & E collectively referred to herein as, "New Road Plan");
- d. Landscape improvements on the East Side of Davenport Street previously installed by the Applicant, shall be replanted as necessary and shall be

augmented with eight (8) cherry trees planted toward the southern end of Davenport Street to repeat the tree/shrub pattern existing at the northern end of Davenport Street. Further, the entire frontage of Davenport Street shall be augmented with ivy plantings and an irrigation system shall be installed. Landscaping plans for Davenport Street shall be subject to Zoning Board staff approval prior to the start of any work.

- e. Execution of a Landscape Maintenance Agreement, to include all landscaped areas located on land owned by O&G after the completion of the land swaps as shown on the New Planting Plan, subject to approval by the Director of Legal Affairs and Zoning Board staff prior to the issuance of a Certificate of Occupancy.
- f. A Street Opening Permit shall be required for any and all work within any street right of way of the City of Stamford.
- g. Submission of a Performance Bond, or other acceptable surety, to ensure compliance with these conditions and completion of all required landscape improvements located on land owned by O&G after completion of the land swaps, all streetscape improvements located along Davenport Street, and sedimentation and erosion controls, in an amount equal to the estimated cost of said improvements, subject to the approval of the Director of Legal Affairs as to form and subject to approval of any amount by the Zoning Board staff, to be provided prior to the start of any construction activities.

- h. The Applicant may not utilize any right for storage of aggregate material granted herein until such time as it has fully completed all paving, installed the landscaping located along the easterly edge of the 240 foot wall facing the Stamford Harbor and landscaping along Davenport Street as depicted on the New Planting Plan; and executed the standard Landscape Maintenance Agreement relevant to same. Landscaping located along the easterly edge of the 240 foot wall shall include trees which are 8-10 feet tall at the time of planting, ivy plantings, and an irrigation system shall be installed. This condition shall not restrict or limit existing uses previously approved as legal as of the date hereof.
- i. The storage of demolition materials shall be limited to the amount shown on the approved 1997 site (Appl. 97-021).
- j. The concrete block wall running a distance of approximately 240 feet along the easterly (Mill River) side of the property and wrapping around the northerly perimeter of the site shall have a finished height of not more than twelve (12) feet from finished grade. Said wall shall be located as shown on the New Planting Plan. In addition, said wall shall be comprised of decorative framed block face. O&G shall install 10-12 foot tall trees at the time of planting along the northerly face of said wall facing Pulaski Street and an irrigation system shall be installed, as indicated on the New Planting Plan.

- k. Equipment and material storage, including seasonal materials, a vehicle parking area, and the proposed concrete walls separating such areas shall be used and/or constructed as shown on the New Planting Plan. A total of five (5) storage areas may be located along the easterly side of the property and utilized as depicted on the New Planting Plan. In no event shall any aggregate product or seasonal product stored therein exceed the height of the bin wall.
- l. O&G and Zoning Board agree that technology has advanced since the time of the original approval and that a more efficient system may replace the originally approved equipment. Accordingly, submission of final design and construction plans and details for the "reclaimer facility" and "rinse out area" or the equivalent thereof shall be subject to administrative Zoning Board staff approval prior to the issuance of a Building Permit. Until such time as the new system is administratively approved and installed, the existing rinse out area shall be permitted to remain.
- m. O&G and the Zoning Board agree that the submission of final design and construction plans, compliant with flood height regulations, for a new, single-story scale house building shall be subject to administrative Zoning Board staff approval prior to the issuance of a Building Permit. O&G and the Zoning Board agree that the new scale house shall be relocated and replaced as shown on the New Planting Plan. O&G agrees that upon final approval of the New Road Plan by all required City boards, commissions, authorities, and agencies,

O&G shall build the new scale house and subsequently demolish the existing scale house building at a time mutually agreeable to O&G, Zoning Board staff, and the Traffic Engineer of the City of Stamford.

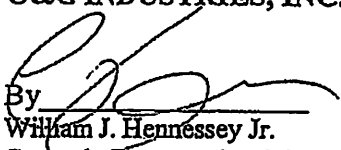
- n. Required building permits for the approved improvements shall be obtained within one year from the effective date of this approval, subject to time extensions granted by the Zoning Board for good cause shown, not to exceed three one-year extensions. O&G and the Zoning Board agree that the “effective date of this approval” shall be deemed to mean the date of the adopted New Road Plan by the Board of Representatives and the completion of the associated land swaps between the City of Stamford and O&G.
- o. O&G shall construct the proposed concrete block wall 10 feet from the modified northern boundary of the Property as shown on the New Planting Plan.
- p. O&G and the Zoning Board agree that the future access drive to the plant shall be located as shown on the New Planting Plan.
- q. As a result of the intended land swap, the City of Stamford will take possession of the landscaped area south of Pulaski Street, north of O&G, as depicted on the New Planting Plan (“Easterly Planting Area”). O&G and the Zoning Board agree as follows with respect to said Easterly Planting Area:
  - i. The Easterly Planting Area shall be maintained by the City of Stamford as dedicated, permanent Open Space;

- ;
- ;
- ii. O&G shall prepare a grading plan for the Easterly Planting Area, subject to administrative approval by Zoning Board staff, and shall implement same in connection with the New Road Plan work by the City of Stamford; and
  - iii. Upon completion of the New Road Plan by the City of Stamford, O&G shall grade, loam, grass seed and provide a walkway and benches within the Easterly Planting Area. The City of Stamford shall be responsible for the balance of the improvements to the Easterly Planting Area.
  - r. The City of Stamford shall maintain control over the landscaped area located south of Greenwich Avenue, north of O&G, as depicted on the New Planting Plan ("Westerly Planting Area"). Landscaping and improvements associated with the Westerly Planting Area shall be the sole responsibility of the City of Stamford.
3. O&G and the Zoning Board agree that to the extent that any other of the Conditions of Approval are inconsistent with the New Road Plan and New Planting Plan and the associated land swaps, such inconsistent Conditions of Approval shall be deemed modified to be consistent with the New Road Plan and New Planting Plan and the associated land swaps as finally approved by the City and O&G.
4. O&G and the Zoning Board agree that the Court shall affirm the Decision as modified by this Stipulation.

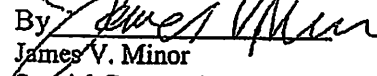
5. O&G and the Zoning Board agree that the Court shall retain continuing jurisdiction to enforce, review, modify, or reopen this Stipulation and the Judgment entered on this Appeal and the parties expressly waive any time limitation to have this Court review, modify or reopen this Stipulation or the Judgment.

6. O&G and the Zoning Board agree and confirm their common understanding that O&G would not have entered into this Stipulation if there was any possibility that Conditions of Approval No. 3 and associated Conditions of Approval in the Decision on Application 207-05 were to remain in force and effect. Therefore, if the New Road Plan and the associated land swaps are not finally approved by the City and O&G, or not implemented and completed within thirty-six (36) months of the date of this Stipulation, either O&G or the Zoning Board may seek to reopen this Stipulation and return this Appeal to the Administrative Appeals Docket, in which case the Court shall return this case to the Administrative Appeals Docket for review of the Decision and the Conditions of Approval as alleged in the Appeal.

**THE PLAINTIFF  
O&G INDUSTRIES, INC.**

By   
William J. Hennessey Jr.  
Carmody Torrance Sandak  
& Hennessey LLP  
707 Summer St  
Stamford, CT 06901-1026  
203-425-4200 Fax: 203-325-8608  
[WHennessey@carmodylaw.com](mailto:WHennessey@carmodylaw.com)

**THE DEFENDANT,  
ZONING BOARD OF  
THE CITY OF STAMFORD**

By   
James V. Minor  
Special Corporation Counsel  
City of Stamford  
888 Washington Blvd.  
Stamford, CT 06904  
203-977-5158 Fax 203-977-5560  
[jminor@ci.stamford.ct.us](mailto:jminor@ci.stamford.ct.us)

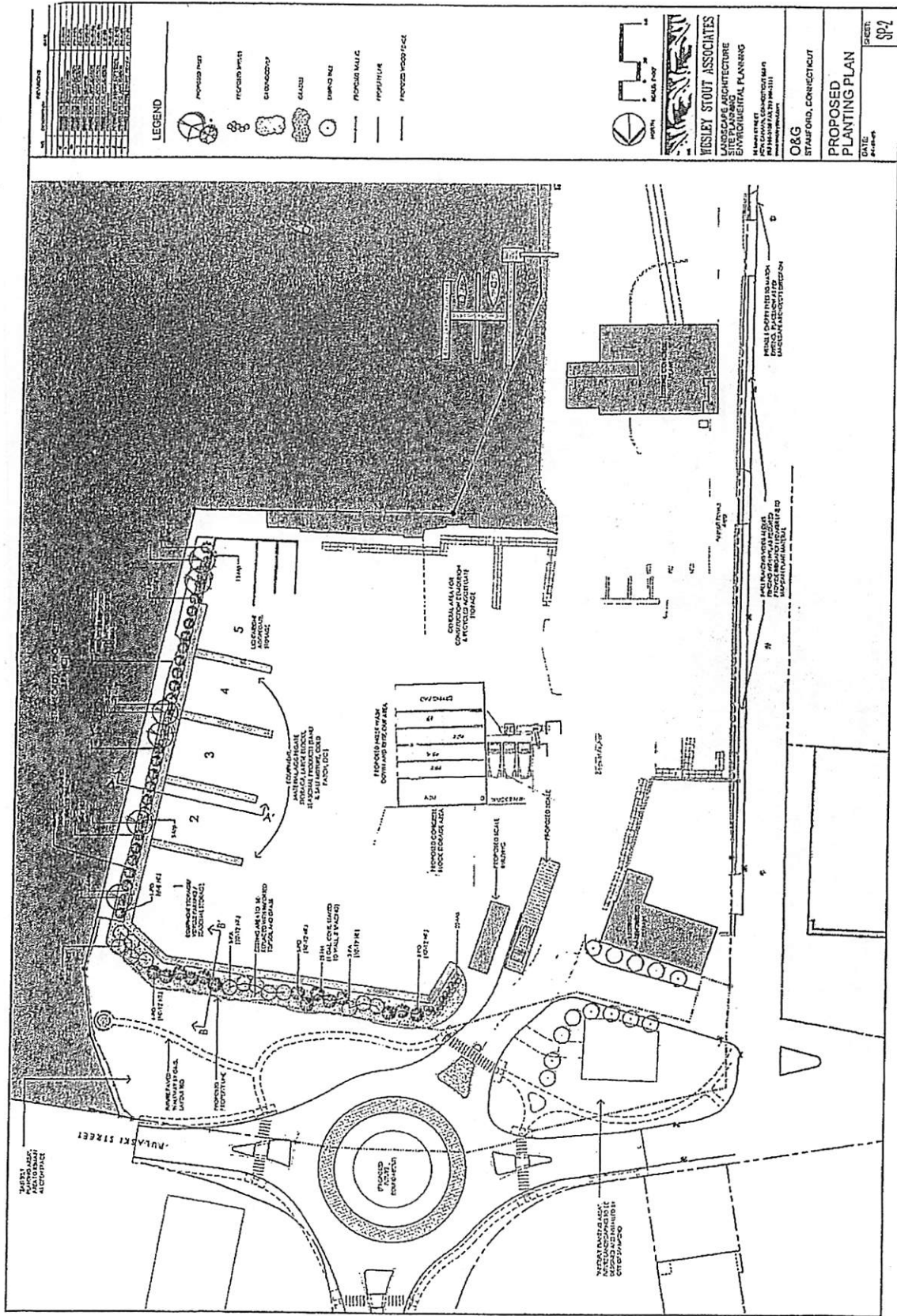
Approved by the Court:

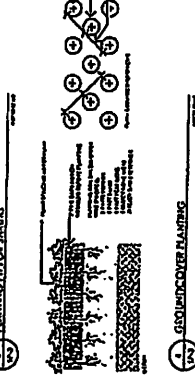
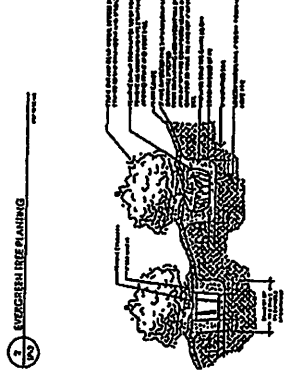
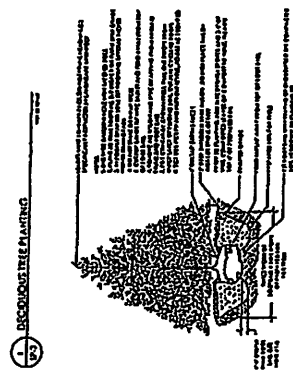
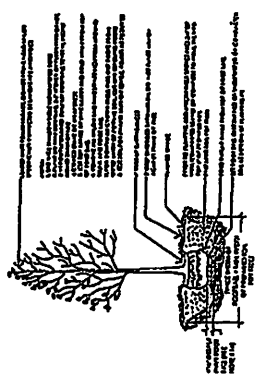
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Date: 3/27/14









# PLANTING NOTES

1. All plants should be planted in the ground, not in a container.
2. All plants should be planted in the ground, not in a container.
3. All plants should be planted in the ground, not in a container.
4. All plants should be planted in the ground, not in a container.
5. All plants should be planted in the ground, not in a container.
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8. All plants should be planted in the ground, not in a container.
9. All plants should be planted in the ground, not in a container.
10. All plants should be planted in the ground, not in a container.

# SOIL CHART

SOIL TYPE	SOIL COLOR	SOIL TEXTURE	SOIL pH	SOIL FERTILITY
CLAY	Reddish-brown	Clay	6.5-7.5	Low
SAND	Light brown	Sand	6.5-7.5	Low
SILT	Light brown	Silt	6.5-7.5	Low
LOESS	Light brown	Loess	6.5-7.5	Low
LOAM	Light brown	Loam	6.5-7.5	Low
PEAT	Dark brown	Peat	4.5-5.5	High

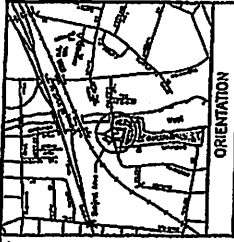
# PLANT LIST

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOTS	REMARKS
TS	2	QUERCUS ROBUR	NORWICH RED OAK	4-1/2" CAL	3/4"	FULL, NICEY SHAPED
PO	20	PICEA CANADENSIS	SCANDINAVIAN SPRUCE	6-8" HL	3/4"	FULL, NICEY SHAPED
PA	10	PICEA CANADENSIS	SCANDINAVIAN SPRUCE	10-12" HL	3/4"	FULL, NICEY SHAPED
TC	4	TAXUS CANADENSIS	FLORIDIAN CHERRY SP.	3-3 1/2" CAL	3/4"	FULL, NICEY SHAPED
SH	4	TAXUS CANADENSIS	GREENPINE UNDER	3-3 1/2" CAL	3/4"	FULL, NICEY SHAPED
AP	50	ANTECA PENSTAMONICA	NORTHERN BAYBERRY	2 1/2" S. HL	3/4"	FULL, NICEY SHAPED
GR	110	HEBETA HELIX	ENGLISH IVY	ROOTED CUTTINGS	1 GAL.	5" OC. STAKED TO WALL

**WESLEY STOUT ASSOCIATES**  
 LANDSCAPE ARCHITECTURE  
 SITE PLANNING  
 ENVIRONMENTAL PLANNING  
 100 W. 10TH ST.  
 STAMFORD, CONNECTICUT 06907  
 TEL: (203) 351-1111  
 FAX: (203) 351-1112

**DETAILS & PLANT NOTES**

**DATE:** 8/1/88  
**BY:** JWS



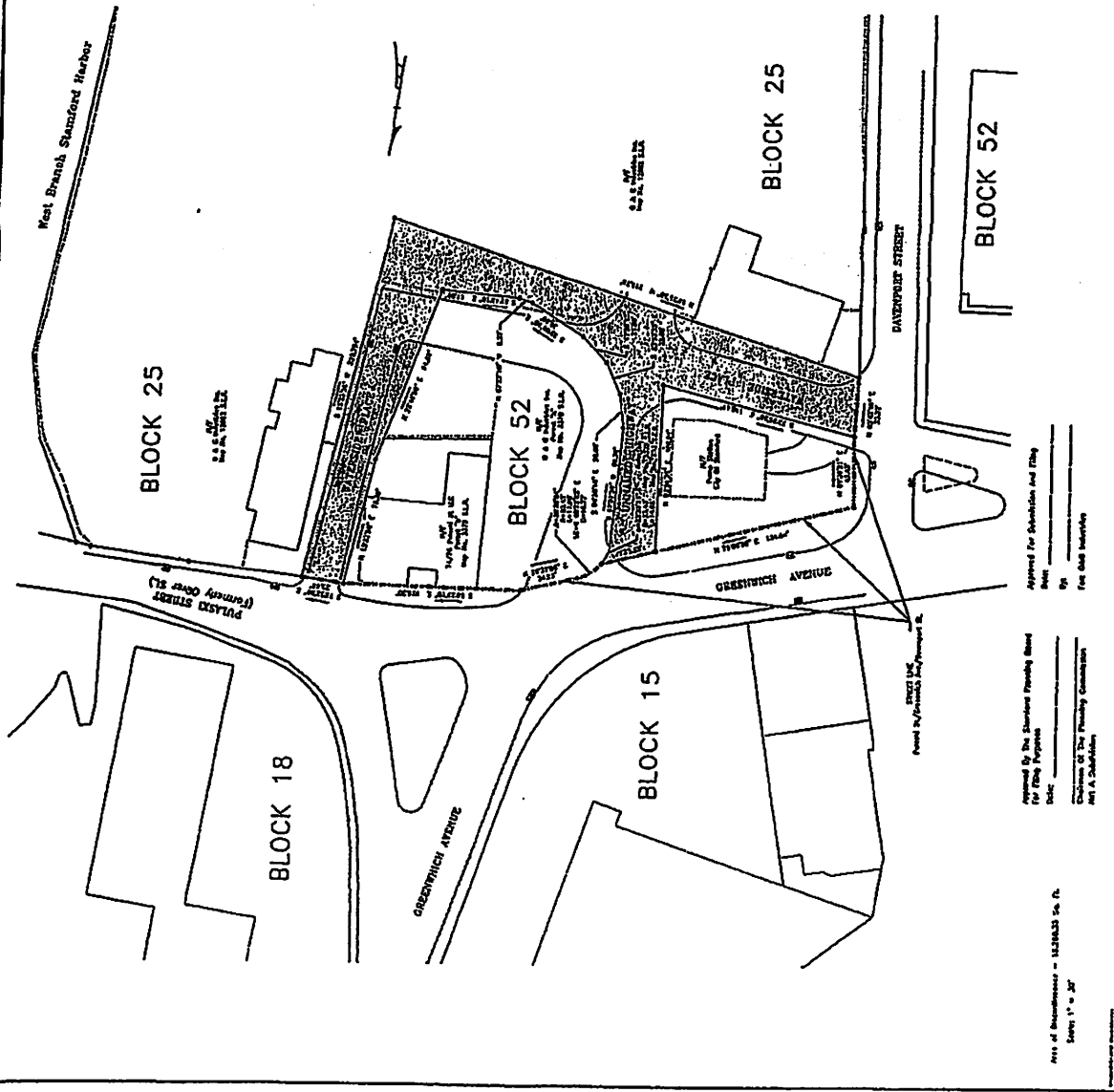
Sheet No. 25 of 27

MAP DEPICTING  
DISCONTINUANCE OF  
WATERSIDE PLACE  
FROM PULASKI STREET TO DAVENPORT STREET  
AND  
AN UNNAMED "HIGHWAY"  
CONNECTING GREENWICH AVENUE AND WATERSIDE PLACE  
PREPARED FOR  
THE CITY OF STAMFORD  
STAMFORD, CONNECTICUT



This survey and map have been prepared in accordance with Section 20-100-1 of the 1954-1955-56 State of Connecticut General Statutes. The survey was conducted by the City of Stamford, Connecticut, and the map was prepared by the City of Stamford, Connecticut. The survey was conducted by the City of Stamford, Connecticut, and the map was prepared by the City of Stamford, Connecticut. The survey was conducted by the City of Stamford, Connecticut, and the map was prepared by the City of Stamford, Connecticut.

The survey and map were prepared by the City of Stamford, Connecticut, and the map was prepared by the City of Stamford, Connecticut. The survey was conducted by the City of Stamford, Connecticut, and the map was prepared by the City of Stamford, Connecticut. The survey was conducted by the City of Stamford, Connecticut, and the map was prepared by the City of Stamford, Connecticut.



Approved by the Planning Board  
for this purpose  
Date: \_\_\_\_\_  
City of Stamford, Connecticut  
City Engineer  
City of Stamford, Connecticut

Area of discontinuance - 12.56435 sq. ft.  
Scale: 1" = 20'



MAYOR  
DAVID MARTIN



DIRECTOR OF OPERATIONS

LAND USE BUREAU CHIEF  
RALPH BLESSING  
Tel: (203) 977-4714

**CITY OF STAMFORD  
ZONING BOARD  
LAND USE BUREAU  
888 WASHINGTON BOULEVARD  
P.O. Box 10152  
STAMFORD, CT 06904-2152**

August 1, 2018

Jacqueline O. Kaufman  
Carmody Torrance Sandak & Hennessey  
707 Summer Street - 3<sup>rd</sup> Floor  
Stamford, CT 06901-1026

**RE: Application 207-05 - O & G INDUSTRIES INC., 72 Davenport Street, -  
Special Exception and Coastal Site Plan Review**, to construct a new barge dock and  
storage bins and covered structures to transport, store and distribute demolition materials,  
aggregate, winter salt/sand; manufacture and storage of concrete block; construct cement  
mixer rinse out facility with settling basins; and elimination of 12 existing boat slips  
(*Requesting modification of the approved landscaping plans*).

Dear Attorney Kaufman:

During its regular meeting held on Monday, July 30, 2018, the Zoning Board reviewed and  
**UNANIMOUSLY APPROVED** your request for modifications to the approved landscaping plans.

- Correspondence dated July 30, 2018 - detailing the request for modifications to the landscaping plans
- Landscaping Plans prepared by Wesley Stout Associates:

Sheet	Title	Last Revision
LP -1.0	Overall Landscaping Layout Plan	6/18/2018
LP-1.1	Greenwich Avenue Landscape Enlargement	6/18/2018
LP-1.2	Davenport Street Landscape Enlargements	6/18/2018
LP-2.0	Landscape Details & Planting Schedule	6/18/2018
Exhibit A	Davenport Streetscape	6/30/2018
Exhibit B	Davenport Streetscape with Mural Wall	6/30/2018

Please ensure that any future building / zoning permit applications include this letter and all materials  
submitted to the Zoning Board.

Should you have any questions, please feel free to contact me at (203) 977-4716.

Sincerely,

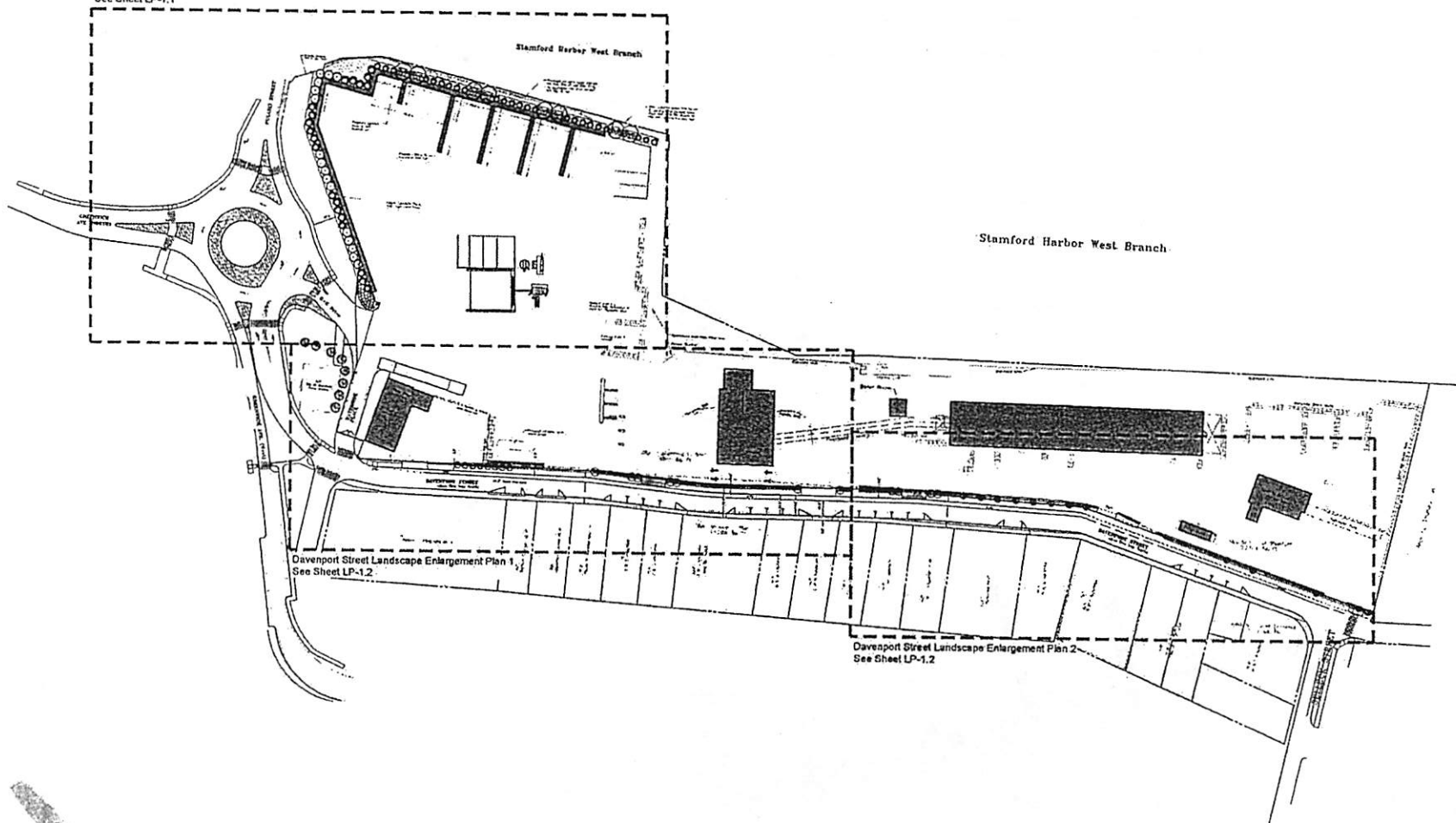
Vineeta Mathur  
Associate Planner

**Symbol Legend**

- O&G Property Line
- Adjacent Property Line
- Area Cut-Off
- Detail Cut-Off
- Existing Tree to Remove
- Proposed Driveway Line
- Proposed Evergreen Tree
- Proposed Deciduous / Seasonal Tree
- Proposed Vines
- Existing Planting to Remove
- Proposed Planting Bed
- Mulch Bed
- Existing Building
- Proposed Walkway
- Existing Walkway to Remove
- Proposed Fence

- NOTES**
1. North Arrow
  2. Davenport Street Landscape Enlargement Plan
  3. Davenport Street Landscape Enlargement Plan
  4. Davenport Street Landscape Enlargement Plan
  5. Davenport Street Landscape Enlargement Plan
  6. Davenport Street Landscape Enlargement Plan
  7. Davenport Street Landscape Enlargement Plan
  8. Davenport Street Landscape Enlargement Plan
  9. Davenport Street Landscape Enlargement Plan
  10. Davenport Street Landscape Enlargement Plan

Greenwich Avenue Landscape Enlargement Plan  
 See Sheet LP-1.1



DATE	REVISION
06/10/2015	1
06/10/2015	2
06/10/2015	3
06/10/2015	4
06/10/2015	5
06/10/2015	6
06/10/2015	7
06/10/2015	8
06/10/2015	9
06/10/2015	10



**WESLEY STOUT ASSOCIATES**  
 100 WEST STREET  
 STAMFORD, CT 06901  
 TEL: 203.359.1234  
 FAX: 203.359.1235  
 WWW.WSASSOCIATES.COM

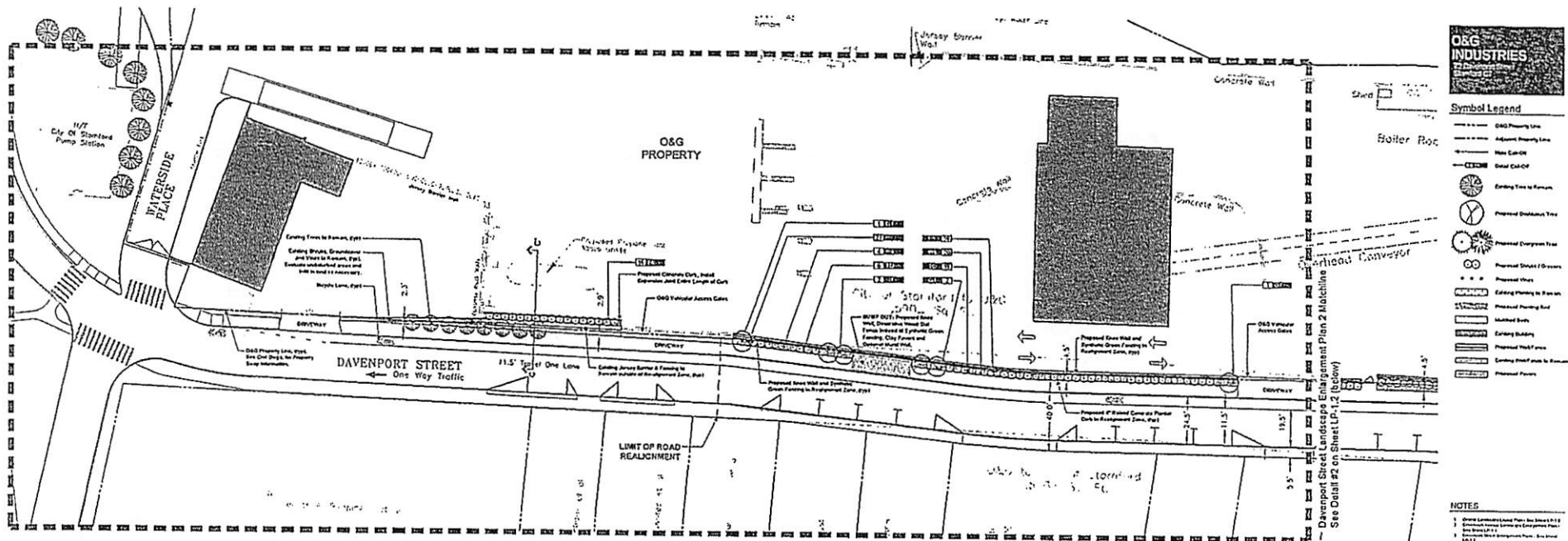
Overall Landscape  
 Layout Plan

Date: 6/10/2015  
 Scale: 1" = 10'

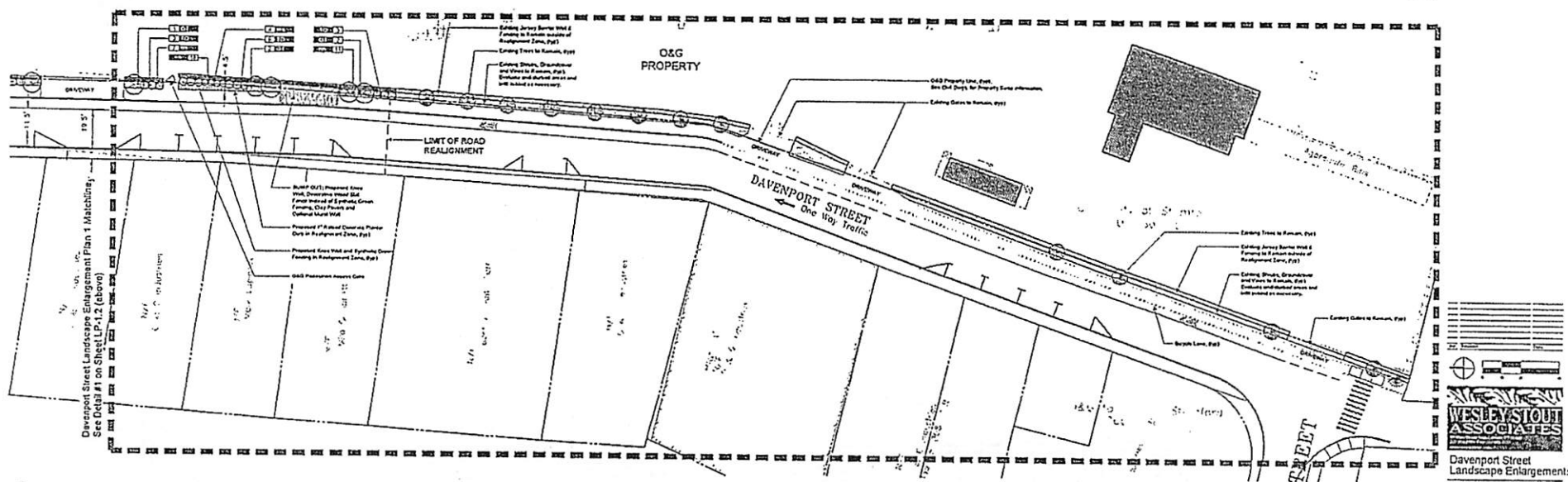
LP-1.0







1 Davenport Street Landscape Enlargement Plan 1

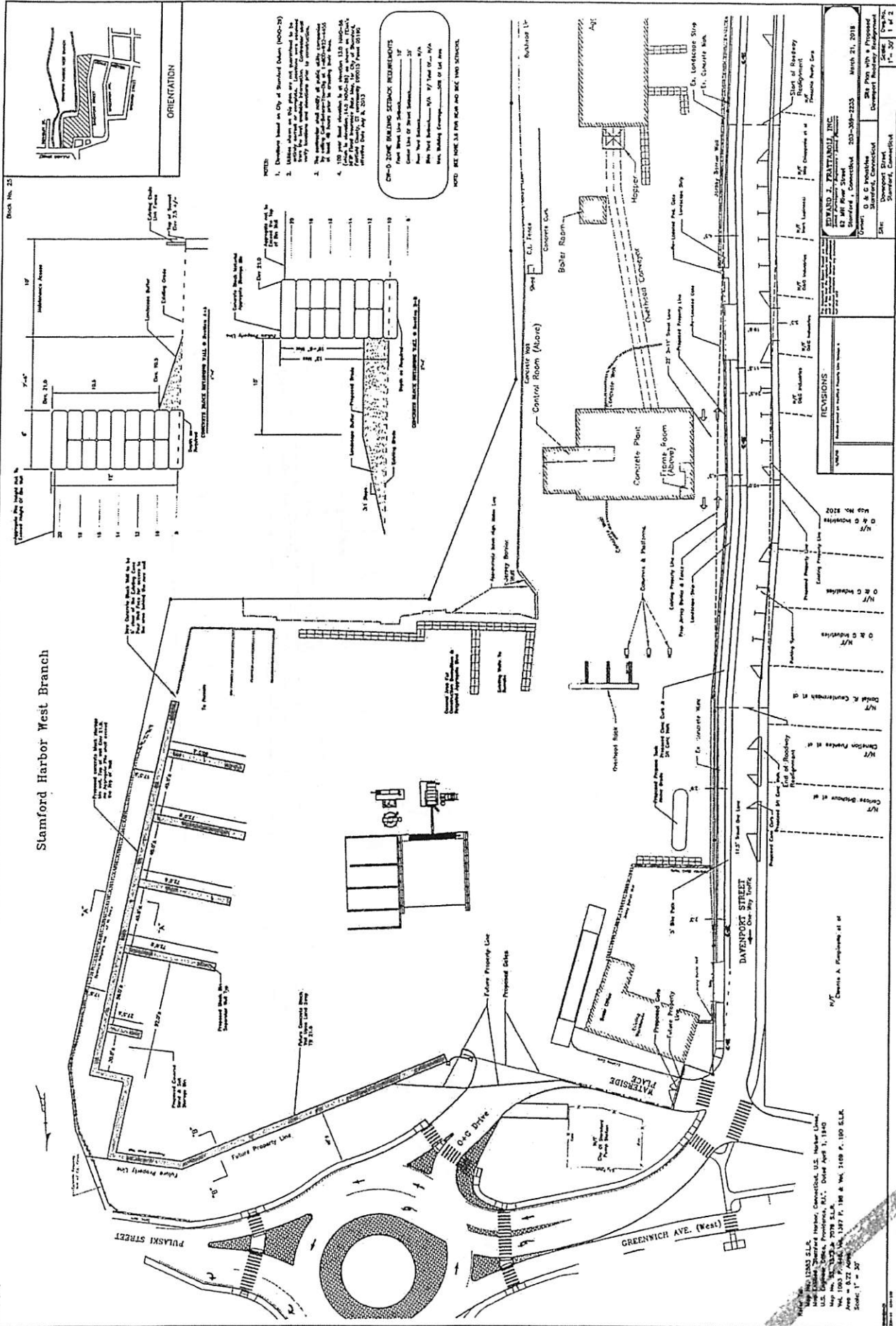


2 Davenport Street Landscape Enlargement Plan 2



C-100 ZONE

# Stamford Harbor West Branch

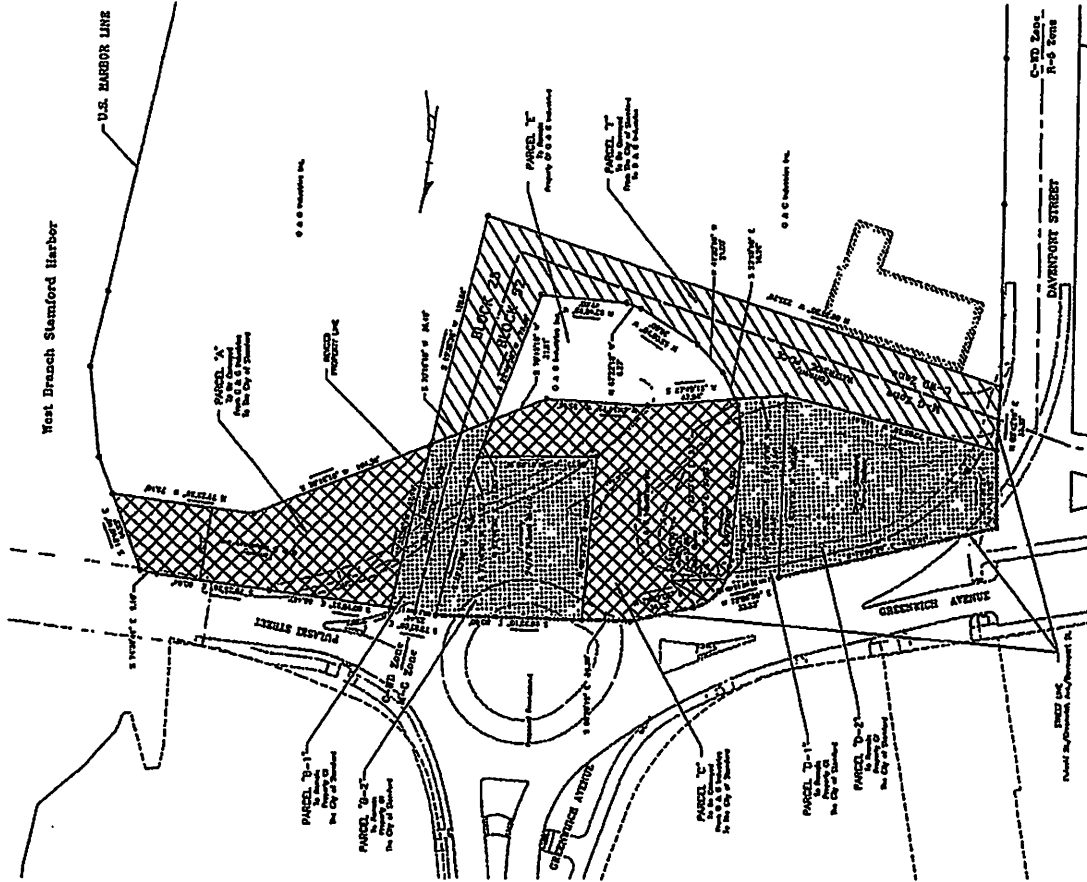




**SCHEDULE C**

ZONE AS SHOWN

- PARCELS 3A, 4, 5C  
OWNED BY THE CITY OF STAMFORD  
12,819 SQ. FT.
- PARCELS 7A-1, 7A-2,  
7A-3, 7A-4, 7A-5  
OWNED BY THE CITY OF STAMFORD  
12,819 SQ. FT.
- PARCEL 7B  
OWNED BY THE CITY OF STAMFORD  
12,819 SQ. FT.
- PARCEL 7C  
OWNED BY THE CITY OF STAMFORD  
12,819 SQ. FT.



MAP DEPICTING  
EXCHANGE OF PROPERTY  
BETWEEN  
THE CITY OF STAMFORD  
AND  
O&G INDUSTRIES  
PREPARED FOR  
THE CITY OF STAMFORD  
AND  
O&G INDUSTRIES  
STAMFORD, CONNECTICUT

Scale: 1" = 100'

This survey and map have been prepared in accordance with Section 12-202a-1, laws 12-202a-10  
of the Regulations of Connecticut State Agencies, "Minimum Standards for Survey and Maps to be  
Submitted to the Department of Transportation for Approval and Recording." It is a  
true and correct copy of the original survey and map, and is intended to be used as a  
reference for the City of Stamford and O&G Industries.

To my knowledge and belief this plan is substantially correct as stated herein.

By: JOHN J. FRACTIONI, JR.  
Surveyor General  
Stamford, Connecticut Nov. 27, 2018

Approved: 12-20-18 Certified Mapmaker License

Approved For Submission And Filing  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
For The City of Stamford  
Approved For Submission And Filing  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
For O&G Industries  
Approved By The Stamford Planning Board  
For Filing Purpose  
(Not A Substantial Permit) (CS 9-10)  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Chair or Secretary

PROPERTY DESCRIPTION - PARCEL "A" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the southerly line of Pulaski Street where the same is intersected by the division line between land now or formerly of O&G Industries and the easterly line of former Waterside Place; thence along the southerly line of Pulaski Street S 80°10'52" E a distance of 66.467 feet, S 79°25'26" E a distance of 60.64 feet and S 74°30'46" E a distance of 9.10 feet to the westerly line of the West Branch Stamford Harbor; thence along the westerly line of the West Branch Stamford Harbor S 18°40'40" E a distance of 44.95 feet to a point; thence through land now or formerly of O&G Industries N 79°25'26" W a distance of 76.10 feet, S 70°16'10" W a distance of 104.36 feet to the easterly line of former Waterside Place; thence along the easterly line of former Waterside Place N 15°35'35" E a distance of 92.14 feet to the point of beginning.

The above described tract of land contains 8,162 square feet and is depicted as Parcel "A" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL "B-2" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the southerly line of Pulaski Street where the same is intersected by the division line between land now or formerly of 74/76 Pulaski St LLC and the westerly side of former Waterside Place; thence along the division line between land now or formerly of 74/76 Pulaski St LLC and the westerly side of former Waterside Place S 15°33'50" W a distance of 76.30 feet, and S 22°46'50" W a distance of 13.70 feet to the division line between land now or formerly of 74/76 Pulaski St LLC and land now or formerly of O&G Industries; thence westerly and northerly along the division line between land now or formerly of 74/76 Pulaski St LLC and land now or formerly of O&G Industries N 88°19'10" W a distance of 65.00 feet and N 06°57'30" E a distance of 90.00 feet; to the southerly line of Pulaski Street; thence along the southerly line of Pulaski Street S 86°20'10" E a distance of 80.00 feet to the point of beginning.

The above described tract of land contains 6,480 square feet and is depicted as Parcel "B-2" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.



**PROPERTY DESCRIPTION - PARCEL "B-1" MAP NO. \_\_\_\_\_ S.L.R.**

**ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:**

**Beginning at a point on the southerly line of Pulaski Street where the same is intersected by the division line between land now or formerly of O&G Industries and the easterly side of former Waterside Place; thence along the division line between land now or formerly of O&G Industries and the easterly side of former Waterside Place S 15°35'35" W a distance of 92.14 feet to a point; thence through former Waterside Place S 70°16'10" W a distance of 36.46 feet to the westerly side of former Waterside Place; thence along the westerly side of former Waterside Place N 22°46'50" E a distance of 45.20 feet and N 15°33'50" E a distance of 76.30 feet ; to the southerly line of Pulaski Street; thence along the southerly line of Pulaski Street S 78°52'09" E a distance of 25.44 feet to the point of beginning.**

**The above described tract of land contains 2,610 square feet and is depicted as Parcel "B-1" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.**

PROPERTY DESCRIPTION - PARCEL "C" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the southerly line of Pulaski Street where the same is intersected by the division line between land now or formerly of O&G Industries and land now or formerly of 74/76 Pulaski St LLC; thence along the division line between land now or formerly of O&G Industries and land now or formerly of 74/76 Pulaski St LLC S 06°57'30" W a distance of 90.00 feet and S 88°19'10" E a distance of 65.00 to the westerly line of former Waterside Place; thence along the westerly line of former Waterside Place S 22°46'50" W a distance of 21.50 feet to a point; thence through land now or formerly of O&G Industries S 70°16'10" W a distance of 31.51 feet; N 84°14'13" W a distance of 55.66 feet, and S 87°49'16" W a distance of 47.94 feet to the easterly line of a former unnamed "Highway"; thence along the easterly line of a former unnamed "Highway" and the southerly line of Pulaski Street, each in part; N 23°10'10" W a distance of 3.74 feet, N 04°30'10" W a distance of 20.60 feet, N 07°37'50" E a distance of 68.32 feet, along a curve turning to the right with a delta angle of 71°59'15", a radius of 25.43', an arc length of 31.95', a chord bearing of N 43°37'09" E, and a chord length of 29.89', N 79°37'05" E a distance of 34.95 feet and S 86°20'10" E a distance of 26.30 feet to the point of beginning.

The above described tract of land contains 10,656 square feet and is depicted as Parcel "C" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL "D-1" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the southerly line of Greenwich Avenue where the same is intersected by the division line between land now or formerly of the City of Stamford "Pump Station" and the westerly line of former unnamed "Highway"; thence along the southerly line of Greenwich Avenue N 79°06'59" E a distance of 33.23 feet to a point on the easterly line of former unnamed "Highway"; thence along the easterly line of former unnamed "Highway" along a non-tangential curve turning to the left with a delta angle of 33°29'11", a radius of 25.43', an arc length of 14.86', a chord bearing of S 24°22'07" W, and a chord length of 14.66', S 07°37'50" W a distance of 68.32 feet, S 04°30'10" E a distance of 20.60, and S 23°10'10" E a distance of 3.74 feet to a point; thence through former unnamed "Highway" S 87°49'16" W a distance of 27.59 feet to a point on the northerly side of former Waterside Place where the same intersects the westerly line of former unnamed "Highway"; thence along the westerly line of former unnamed "Highway" N 03°59'35" E a distance of 100.06 feet to the point of beginning.

The above described tract of land contains 2,575 square feet and is depicted as Parcel "D-1" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL "D-2" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the southerly line of Greenwich Avenue where the same is intersected by the division line between land now or formerly of the City of Stamford "Pump Station" and the westerly line of former unnamed "Highway"; thence along the westerly line of former unnamed "Highway"; S 03°59'35" E a distance of 100.06 feet to a point on the northerly side of former Waterside Place; thence along the northerly side of former Waterside Place N 73°05'56" W a distance of 118.61 feet to a point on the easterly side of Davenport Street where the same intersects the northerly side of former Waterside Place; thence along the easterly line of Davenport Street N 01°39'21" E a distance of 42.43 feet to the southerly side of Greenwich Avenue; thence along the southerly side of Greenwich Avenue N 79°06'59" E a distance of 121.41 feet to the point of beginning.

The above described tract of land contains 8,298 square feet and is depicted as Parcel "D-2" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL "E" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the westerly line of former Waterside Place where the same is S 22°46'50" W a distance of 21.50 feet distant from the division line between land now or formerly of O&G Industries and land now or formerly of 74/76 Pulaski St LLC; thence southerly and westerly along the line of former Waterside Place S 22°46'50" W a distance of 73.30 feet, N 82°48'10" W a distance of 47.00 feet, N 67°22'10" W a distance of 8.27 feet, N 55°08'10" W a distance of 36.60 feet, N 41°20'10" W a distance of 21.00 feet, and N 23°10'10" W a distance of 16.26 feet to a point; thence easterly through land now or formerly of O&G Industries N 87°49'16" E a distance of 47.94 feet, S 84°14'13" E a distance of 55.66 feet and N 70°16'10" E a distance of 31.51 feet to the point of beginning.

The above described tract of land contains 5,051 square feet and is depicted as Parcel "E" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL "F" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the westerly line of former Waterside Place where the same is S 22°46'50" W a distance of 21.50 feet distant from the division line between land now or formerly of O&G Industries and land now or formerly of 74/76 Pulaski St LLC; thence through former Waterside Place N 70°16'10" E a distance of 36.46 feet to the easterly line of former Waterside Place; thence along the easterly and southerly lines of former Waterside Place S 15°35'35" W a distance of 128.66 feet and N 69°36'50" W a distance of 295.76 feet to a point on the easterly side of Davenport Street where the same intersects the southerly side of former Waterside Place; thence along the easterly line of Davenport Street N 05°42'19" E a distance of 35.32 feet to the northerly line of former Waterside Place; thence easterly and northerly along the line of former Waterside Place S 73°05'56" E a distance of 118.61 feet, N 87°49'16" E a distance of 27.95 feet, S 23°10'10" E a distance of 16.26 feet, S 41°20'10" E a distance of 21.00 feet, S 55°08'10" E a distance of 36.60 feet, S 67°22'10" E a distance of 8.27 feet, S 82°48'10" E a distance of 47.00 feet and N 22°46'50" E a distance of 73.30 feet to the point of beginning.

The above described tract of land contains 13,098 square feet and is depicted as Parcel "F" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

**SCHEDULE C-2**





**PROPERTY DESCRIPTION - PARCEL East Side Davenport Street MAP NO. \_\_\_\_\_ S.L.R.**

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the easterly side of Davenport Street which point is 304.93 distant from the southerly line of Waterside Plane along the easterly line of Davenport Street; thence southerly along the easterly side of Davenport Street S 02°35'40" W a distance of 200.52 feet, S 02°42'21" W a distance of 97.02 feet, and S 03°48'12" W a distance of 128.97 feet to a point; thence northerly through Davenport Street N 0°59'29" E a distance of 189.86 feet to a curve to the right with a delta angle of 5°34'44", a radius of 460.00 feet, and an arc length of 44.79 feet and N 06°34'09" E a distance of 105.27 feet; to the point of beginning.

The above described tract of land contains 1,590 square feet and is depicted on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

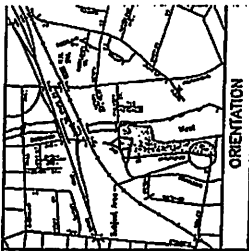
PROPERTY DESCRIPTION - PARCEL West Side Davenport Street MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the westerly side of Davenport Street at the division line between land now or formerly of Daniel R. Coutermash et al and land now or formerly of O&G Industries a.k.a 29 Davenport Street; thence southerly along the westerly side of Davenport Street S 02°25'30" W a distance of 200.52 feet, and S 03°48'12" W a distance of 129.65 feet to a point at the division line between of land now or formerly land of O&G Industries and land now or formerly of Mark Lupinacci Revocable Trust; thence through land now or formerly land of O&G Industries N 0°59'29" E a distance of 189.06 feet to a curve to the right with a delta angle of 5°34'44", a radius of 500.00 feet, and an arc length of 48.68 feet and N 06°34'03" E a distance of 92.72 feet; to the point of beginning.

The above described tract of land contains 1,520 square feet and is depicted on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

**SCHEDULE C-3**



ORIENTATION

MAP DEPICTING  
TRANSFER OF PROPERTY  
FROM  
O&G INDUSTRIES  
TO  
THE CITY OF STAMFORD  
THE CITY OF STAMFORD  
AND  
O&G INDUSTRIES  
STAMFORD, CONNECTICUT

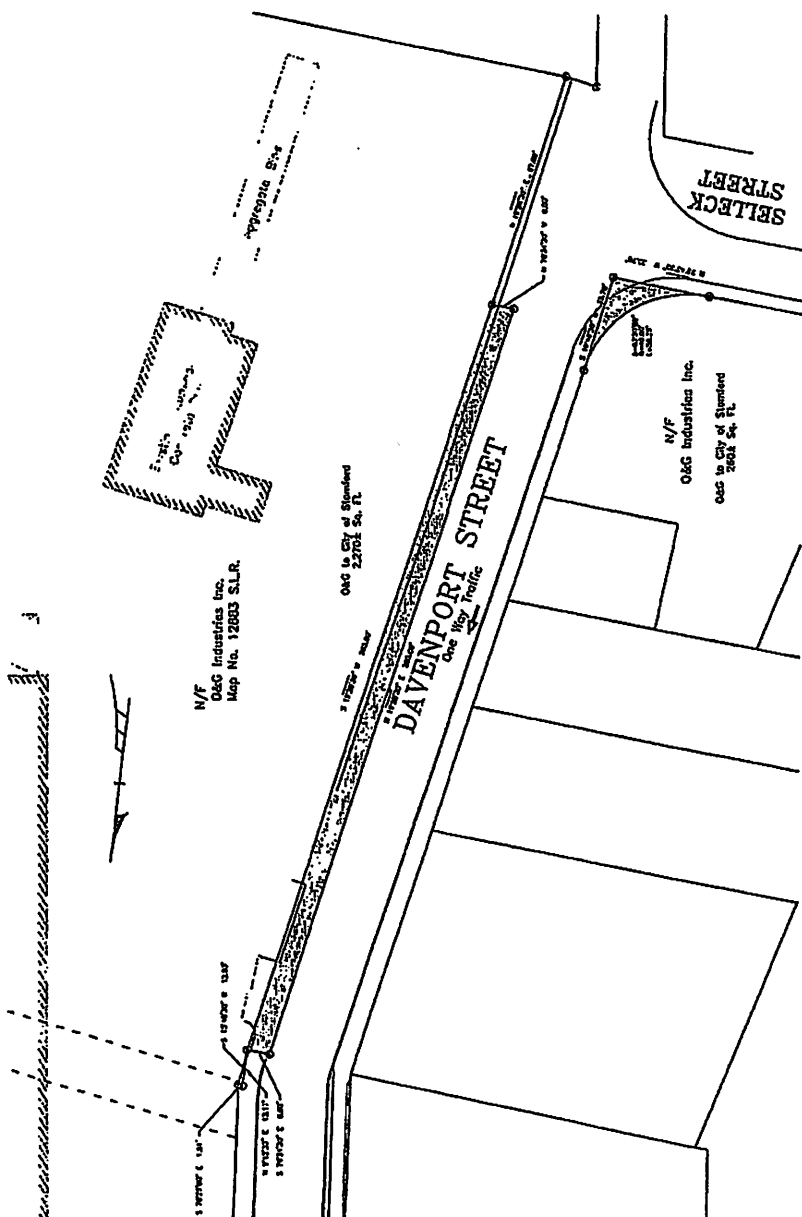


This map and map has been prepared in accordance with Section 22-300a-1 (b) 20-300a-20 of the Stamford City Code, which states that the City Engineer shall prepare and certify the map as a "true and correct" map of the property shown thereon, and that the City Engineer shall also certify that the map is a "true and correct" map of the property shown thereon, and that the City Engineer shall also certify that the map is a "true and correct" map of the property shown thereon.

To my knowledge and belief the plan is substantially correct as noted herein.

671

The Board and City Engineer have not only a duty to the City of Stamford, Connecticut, but also a duty to the public. Therefore, the Board and City Engineer have not only a duty to the City of Stamford, Connecticut, but also a duty to the public. Therefore, the Board and City Engineer have not only a duty to the City of Stamford, Connecticut, but also a duty to the public.



Approved by the Stamford Planning Board  
Date: \_\_\_\_\_  
For the City of Stamford

Approved for Submission and Filing  
Date: \_\_\_\_\_  
For the City of Stamford

PROPERTY DESCRIPTION - NWly Corner Davenport & Selleck Streets MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the westerly side of Davenport Street at the intersection of the northerly side of Selleck Street; thence running westerly along the northerly side of Selleck Street N  $76^{\circ}43'30''$  W a distance of 35.70 feet to a point; thence running through land now or formerly O&G Industries on a non-tangent curve to the left with a delta angle of  $83^{\circ}30'00''$ , a radius of 40.00 feet, and an arc length of 58.29 feet to a point the westerly side of Davenport Street; thence running southerly along the westerly side of Davenport Street S  $19^{\circ}48'30''$  E a distance of 35.70 feet to the point of beginning.

The above described tract of land contains 260 square feet and is depicted on Map \_\_\_\_\_

as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL East Side Davenport Street MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the easterly side of Davenport Street which point is 87.00 feet distant from the division line between land now or formerly of O&G Industries and land now or formerly of Southfield Property LLC along the easterly side of Davenport Street; thence westerly, northerly, and easterly through Davenport Street N 76°31'30" W a distance of 8.00 feet, N 19°28'30" E a distance of 285.00 feet, and S 76°31'30" W a distance of 8.00 feet to a point on the easterly side of Davenport Street; thence northerly and easterly through Davenport Street N 09°12'30" E a distance of 13.11 feet and S 70°29'00" E a distance of 1.51 feet; to a point on the easterly side of Davenport Street; thence southerly along the easterly side of Davenport Street S 15°48'30" W a distance of 12.93 feet and S 19°28'30" E a distance of 285.00 feet to the point of beginning.

The above described tract of land contains 2,270 square feet and is depicted on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

**SCHEDULE D**

Record and Return To:

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**QUITCLAIM DEED**

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME GREETING:**

**KNOW YE**, that **O&G INDUSTRIES, INC.**, a corporation organized and existing under the laws of the State of Connecticut having an office at 72 Davenport Street, Stamford, Connecticut (the "Grantor"), for the consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration received to its full satisfaction of the **CITY OF STAMOFRD**, a political subdivision of the State of Connecticut having an office at 888 Washington Boulevard, Stamford, Connecticut (the "Grantee"), do convey, transfer, remise, release and forever **QUITCLAIM WITH QUITCLAIM COVENANTS** unto said Grantee and its successors and assigns forever, all right, title, claim and demand whatsoever as said Grantor has or ought to have in or to the property shown and described in the **SCHEDULE A** attached hereto and made a part hereof.

**[remainder of page intentionally left blank]**

**[signature and acknowledgement on the following page]**

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date noted below  
in the presence of:

**O&G INDUSTRIES, INC.**

\_\_\_\_\_, Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_, Witness

STATE OF \_\_\_\_\_ }

\_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

ss.: \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer,  
personally appeared, \_\_\_\_\_, the \_\_\_\_\_ of O&G Industries, Inc., a  
Connecticut corporation, duly authorized, who acknowledged that he/she signed, sealed and  
delivered the above and foregoing instrument as his/her free act and deed, and the free act and  
deed of said corporation, before me.

In witness whereof I have hereunto set my hand.

\_\_\_\_\_  
Notary Public/  
Commissioner of the Superior Court



**Schedule A of the Schedule D**

PROPERTY DESCRIPTION - PARCEL "A" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the southerly line of Pulaski Street where the same is intersected by the division line between land now or formerly of O&G Industries and the easterly line of former Waterside Place; thence along the southerly line of Pulaski Street S 80°10'52" E a distance of 66.467 feet, S 79°25'26" E a distance of 60.64 feet and S 74°30'46" E a distance of 9.10 feet to the westerly line of the West Branch Stamford Harbor; thence along the westerly line of the West Branch Stamford Harbor S 18°40'40" E a distance of 44.95 feet to a point; thence through land now or formerly of O&G Industries N 79°25'26" W a distance of 76.10 feet, S 70°16'10" W a distance of 104.36 feet to the easterly line of former Waterside Place; thence along the easterly line of former Waterside Place N 15°35'35" E a distance of 92.14 feet to the point of beginning.

The above described tract of land contains 8,162 square feet and is depicted as Parcel "A" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL "C" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the southerly line of Pulaski Street where the same is intersected by the division line between land now or formerly of O&G Industries and land now or formerly of 74/76 Pulaski St LLC; thence along the division line between land now or formerly of O&G Industries and land now or formerly of 74/76 Pulaski St LLC S 06°57'30" W a distance of 90.00 feet and S 88°19'10" E a distance of 65.00 to the westerly line of former Waterside Place; thence along the westerly line of former Waterside Place S 22°46'50" W a distance of 21.50 feet to a point; thence through land now or formerly of O&G Industries S 70°16'10" W a distance of 31.51 feet; N 84°14'13" W a distance of 55.66 feet, and S 87°49'16" W a distance of 47.94 feet to the easterly line of a former unnamed "Highway"; thence along the easterly line of a former unnamed "Highway" and the southerly line of Pulaski Street, each in part; N 23°10'10" W a distance of 3.74 feet, N 04°30'10" W a distance of 20.60 feet, N 07°37'50" E a distance of 68.32 feet, along a curve turning to the right with a delta angle of 71°59'15", a radius of 25.43', an arc length of 31.95', a chord bearing of N 43°37'09" E, and a chord length of 29.89', N 79°37'05" E a distance of 34.95 feet and S 86°20'10" E a distance of 26.30 feet to the point of beginning.

The above described tract of land contains 10,656 square feet and is depicted as Parcel "C" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - NWly Corner Davenport & Selleck Streets MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the westerly side of Davenport Street at the intersection of the northerly side of Selleck Street; thence running westerly along the northerly side of Selleck Street N 76°43'30" W a distance of 35.70 feet to a point; thence running through land now or formerly O&G Industries on a non-tangent curve to the left with a delta angle of 83°30'00", a radius of 40.00 feet, and an arc length of 58.29 feet to a point the westerly side of Davenport Street; thence running southerly along the westerly side of Davenport Street S 19°48'30" E a distance of 35.70 feet to the point of beginning.

The above described tract of land contains 260 square feet and is depicted on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL East Side Davenport Street MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the easterly side of Davenport Street which point is 87.00 feet distant from the division line between land now or formerly of O&G Industries and land now or formerly of Southfield Property LLC along the easterly side of Davenport Street; thence westerly, northerly, and easterly through Davenport Street N 76°31'30" W a distance of 8.00 feet, N 19°28'30" E a distance of 285.00 feet, and S 76°31'30" W a distance of 8.00 feet to a point on the easterly side of Davenport Street; thence northerly and easterly through Davenport Street N 09°12'30" E a distance of 13.11 feet and S 70°29'00" E a distance of 1.51 feet; to a point on the easterly side of Davenport Street; thence southerly along the easterly side of Davenport Street S 15°48'30" W a distance of 12.93 feet and S 19°28'30" E a distance of 285.00 feet to the point of beginning.

The above described tract of land contains 2,270 square feet and is depicted on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL West Side Davenport Street MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the westerly side of Davenport Street at the division line between land now or formerly of Daniel R. Coutermash et al and land now or formerly of O&G Industries a.k.a 29 Davenport Street; thence southerly along the westerly side of Davenport Street S 02°25'30" W a distance of 200.52 feet, and S 03°48'12" W a distance of 129.65 feet to a point at the division line between of land now or formerly land of O&G Industries and land now or formerly of Mark Lupinacci Revocable Trust; thence through land now or formerly land of O&G Industries N 0°59'29" E a distance of 189.06 feet to a curve to the right with a delta angle of 5°34'44", a radius of 500.00 feet, and an arc length of 48.68 feet and N 06°34'03" E a distance of 92.72 feet; to the point of beginning.

The above described tract of land contains 1,520 square feet and is depicted on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

**Schedule D-2**

Record and Return To:

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**QUITCLAIM DEED**

**TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME GREETING:**

**KNOW YE**, that the **CITY OF STAMOFRD**, a political subdivision of the State of Connecticut having an office at 888 Washington Boulevard, Stamford, Connecticut (the "Grantor"), for the consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration received to its full satisfaction of **O&G INDUSTRIES, INC.**, a corporation organized and existing under the laws of the State of Connecticut having an office at 72 Davenport Street, Stamford, Connecticut (the "Grantee"), do convey, transfer, remise, release and forever **QUITCLAIM WITH QUITCLAIM COVENANTS** unto said Grantee and its successors and assigns forever, all right, title, claim and demand whatsoever as said Grantor has or ought to have in or to the property shown and described in the **SCHEDULE A** attached hereto and made a part hereof.

**[remainder of page intentionally left blank]**

**[signature and acknowledgement on the following page]**

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date noted below in the presence of:

CITY OF STAMFORD

\_\_\_\_\_, Witness

By: \_\_\_\_\_  
Name: David R. Martin  
Its: Mayor, Duly Authorized

\_\_\_\_\_, Witness

Approved as to Form:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF CONNECTICUT     }  
  }  
COUNTY OF FAIRFIELD     }

ss.: Stamford

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared, David R. Martin, the Mayor of the City of Stamford, a municipality organized and existing under the laws of the State of Connecticut, duly authorized, who acknowledged that he signed, sealed and delivered the above and foregoing instrument as his free act and deed, and the free act and deed of said municipality, before me.

In witness whereof I have hereunto set my hand.

\_\_\_\_\_  
Notary Public/  
Commissioner of the Superior Court



**Schedule A of the Schedule D-2**

PROPERTY DESCRIPTION - PARCEL "F" MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the westerly line of former Waterside Place where the same is S 22°46'50" W a distance of 21.50 feet distant from the division line between land now or formerly of O&G Industries and land now or formerly of 74/76 Pulaski St LLC; thence through former Waterside Place N 70°16'10" E a distance of 36.46 feet to the easterly line of former Waterside Place; thence along the easterly and southerly lines of former Waterside Place S 15°35'35" W a distance of 128.66 feet and N 69°36'50" W a distance of 295.76 feet to a point on the easterly side of Davenport Street where the same intersects the southerly side of former Waterside Place; thence along the easterly line of Davenport Street N 05°42'19" E a distance of 35.32 feet to the northerly line of former Waterside Place; thence easterly and northerly along the line of former Waterside Place S 73°05'56" E a distance of 118.61 feet, N 87°49'16" E a distance of 27.95 feet, S 23°10'10" E a distance of 16.26 feet, S 41°20'10" E a distance of 21.00 feet, S 55°08'10" E a distance of 36.60 feet, S 67°22'10" E a distance of 8.27 feet, S 82°48'10" E a distance of 47.00 feet and N 22°46'50" E a distance of 73.30 feet to the point of beginning.

The above described tract of land contains 13,098 square feet and is depicted as Parcel "F" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

PROPERTY DESCRIPTION - PARCEL East Side Davenport Street MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the easterly side of Davenport Street which point is 304.93 distant from the southerly line of Waterside Plane along the easterly line of Davenport Street; thence southerly along the easterly side of Davenport Street S 02°35'40" W a distance of 200.52 feet, S 02°42'21" W a distance of 97.02 feet, and S 03°48'12" W a distance of 128.97 feet to a point; thence northerly through Davenport Street N 0°59'29" E a distance of 189.86 feet to a curve to the right with a delta angle of 5°34'44", a radius of 460.00 feet, and an arc length of 44.79 feet and N 06°34'09" E a distance of 105.27 feet; to the point of beginning.

The above described tract of land contains 1,590 square feet and is depicted on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

## **SCHEDULE E**

### **Timeline**

Remaining Greenwich Avenue Corridor Improvements (Greenwich Avenue/Pulaski Street Roundabout & Davenport Street)

The Greenwich Avenue Corridor Improvements are a culmination of several community meetings aimed to relieve historical congestion issues in the Waterside Village Neighborhood. The project is comprised of three individual components when combined offer significant improvements to pedestrian, cyclist and vehicular mobility. The project includes the City's first Roundabout at Greenwich Avenue and Pulaski Street, significant intersection improvements at Selleck Street/Southfield Avenue and Greenwich Avenue (largely completed), coupled with a one-way circulator on Greenwich Avenue and Davenport Street. These three projects will bring permanent relief to the neighborhood, while vastly improving the overall livability and quality of life along this corridor.

## Project Timelines:

**Davenport Street Construction: Q1 – Q2 2020**

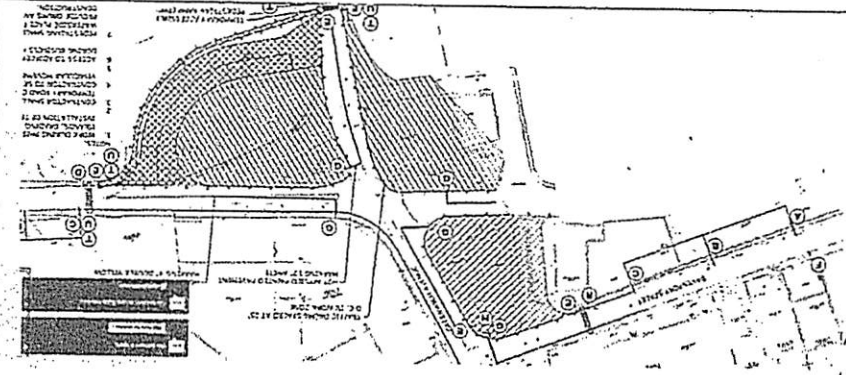
The scope of this project includes Davenport Street from Selleck Street to immediately south of the Greenwich/Pulaski Roundabout project limits. The project includes the realignment of the northwest corner of Selleck/Davenport Street to remove STOP control on the Selleck Street approach to this intersection and accommodate turning vehicles while maintaining continuous traffic flow as part of the Circulator Project. It also includes a slight horizontal shift in the alignment of Davenport Street midblock to provide a traffic calming effect and maintain neighborhood speeds through the circulator project. As part of the Davenport reconstruction, the base of roadway will be repaired; the entirety of the roadway will be milled and repaved. Lastly, numerous pedestrian enhancements will be made including the expansion of sidewalks and the installation of a noise/sound barrier.


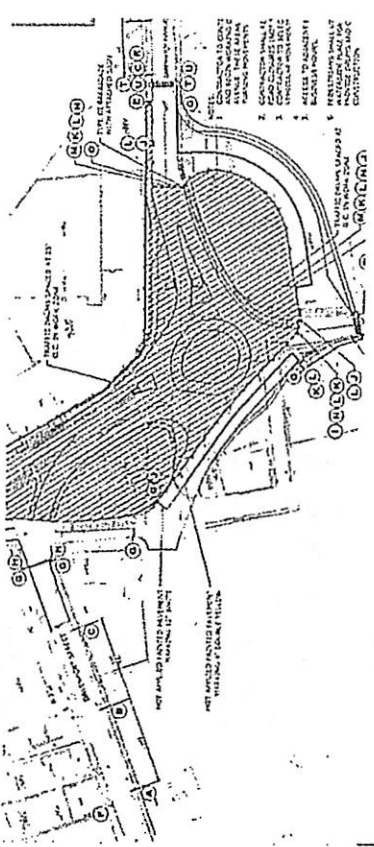
Construction Stage	Duration (Months)	Tentative Schedule	Project Notes	Impact to Local Businesses/Residents
1	4	Q1 – Q2 2019	Promptly after Closing and completion of Eversource Improvements, O&G shall commence O&G work which includes; but is not limited to, re-aligning/restoring/milling and repaving Davenport Street and widening sidewalks to provide complete streets/pedestrian improvements.	Roadway to remain open to local business/residents at all times.

Greenwich Avenue Roundabout: Q2 – Q3 2020 to Q2 2021

The scope of this project includes a roundabout to improve safety and reduce congestion at the existing all-way STOP controlled intersection. It includes high visibility pedestrian crossings on all approaches and an aesthetic and vital link to the adjacent Stamford Transit Center. The Transportation Traffic and Parking Department has finalized plans for the Greenwich/Pulaski Roundabout (commenced in 2009) and are awaiting final project authorization by the Connecticut Department of Transportation (CTDOT).

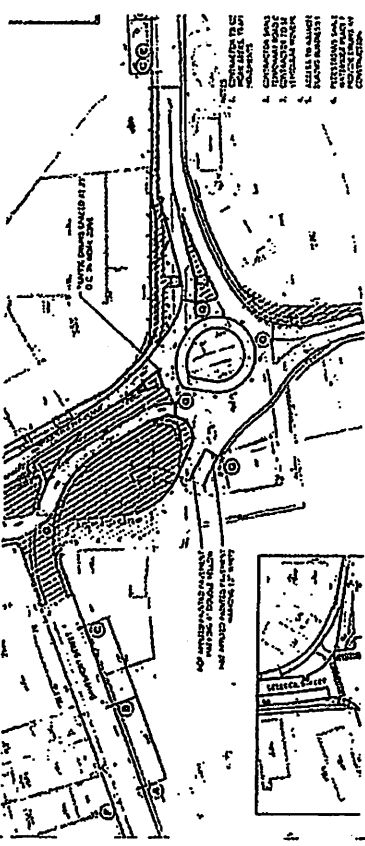
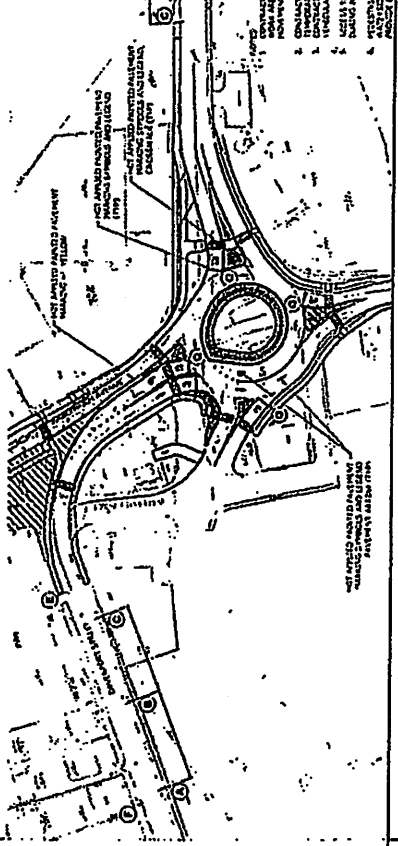
Preliminary Construction Phasing Plan For Roundabout

Construction Stage	Duration (Months)	Tentative Schedule	Construction Staging Plan Highlights	Impact to O&G Operations
Pre-construction (Ever source Work)	3	Q2 – Q3 2020	Installation of new gas main and services on Greenwich Avenue from the Railroad Crossing to the bridge on Pulaski Street to the Greenwich Avenue/Pulaski Roundabout project limits.	TFD based on discussion with Justin E Xenellis (Eversource) on Tuesday, September 24 <sup>th</sup> at 11:00 A.M.
1	1	Q3 – Q4 2020	Close Pulaski Street Slip Lane/Bypass Around Greenwich Avenue/Pulaski Street/O&G Access Drive Intersection. Maintain All-Way STOP Controlled Intersection of Greenwich Avenue/Pulaski Street/O&G Access Drive. Build Temporary Road through Existing Park (Formerly, Cesik Homes).	Work Area to Comprise of a Portion of Waterside Place and 78 Pulaski Street (O & G Property). O & G Scalehouse Entrance Access to be Maintained at Greenwich Avenue.
				

2	3	Q1 - Q2 2021	<p>Begin Construction of the Central and Splitter Islands and Re-Align Davenport Street. Close the East-West Section of Greenwich Avenue and Redirect All Traffic onto Waterside Place. Relocate All-Way STOP Controlled Intersection Adjacent O&amp;G Scalehouse/Pumping Station. Open Temporary Roadway Through Park</p> 
3	7	Q2 - Q4 2021	<p>Continue Construction of the Central and Splitter Islands and Re-Align Davenport Street. Maintain Traffic on Waterside Place. Reconfigure All-Way STOP Controlled Intersection Adjacent O&amp;G Scalehouse/Pumping Station so that Easterly Leg Wraps Around Roundabout</p> 

Traffic to be Diverted to Waterside Place, Adjacent to O&G Entrance/Scalehouse. Work Area to Continue to Comprise of a Portion of 78 Pulaski Street. O & G Scalehouse Entrance Access to be Maintained Via Greenwich Avenue.

Traffic to Continue to be Diverted to Waterside Place, Adjacent to O&G Entrance/Scalehouse. The Former Work Area at 78 Pulaski Street to Divert Traffic to Pulaski Street. O&G Scalehouse Entrance to be Accessible Via Temporary Travel Lanes on 74,76,78 Pulaski Avenue Properties and Portion of 72 Davenport Street Property.

4	2	Q4 2021 - Q1 2022	Re-open South/Westbound Greenwich Avenue. Begin Circular Flow Within Roundabout Still Utilizing Waterside Place. Davenport Street Open to Local Traffic Only.	
5	1	Q2 2022	Convert Greenwich Avenue to One-Way Southbound. Re-open Traffic to Davenport Street. Full Utilization of Roundabout Approaches.	
Total			14	

The 14 months will equate to a season-and-a-half construction. The contractor would lock a schedule in once a contract is signed. Typically, the contractor will slow construction down from December to February (due to inclement weather). A more experienced contractor may be able to decrease the overall duration of the project. Our conservative estimate is two years if possibly two (2) Winter shutdowns were to take place.



**SCHEDULE F**

**Temporary Construction Easement**

Record and Return to:  
Jacqueline O. Kaufman, Esq.  
Carmody Torrance Sandak & Hennessey, LLP  
707 Summer Street  
Stamford, CT 06901

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **O&G INDUSTRIES, INC.**, a Connecticut stock corporation with an address of, 72 Davenport Street, Stamford, Connecticut, (hereinafter referred to as "GRANTOR") and **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 the "GRANTEE").

**WHEREAS**, Grantor presently owns property known as 72 Davenport Street, Stamford, Connecticut, more particularly described on Schedule A, herein (the "O&G Property");

**WHEREAS**, Grantor and Grantee entered into that certain Stipulated Settlement Agreement and subsequently modified landscape plans to same approved by the Zoning Board (the "Stipulation"), FST, CV 09-5012574 S dated March 27, 2014;

**WHEREAS**, pursuant to the Stipulation, Grantor and Grantee entered into that certain Completion Agreement dated \_\_\_\_\_, 20\_\_ and recorded in Volume \_\_\_\_\_ at Page \_\_\_\_\_ of the Stamford Land Records (the "Completion Agreement");

**WHEREAS**, among the covenants contained in said Stipulation and Completion Agreement is the exchange of Parcels (the "Parcels") of real property by O&G and the City to effectuate reconfiguration of Pulaski Street and Greenwich Avenue, as well as the abandonment and discontinuance of Waterside Place, said work to be done by the City at its expense ("City Work") as described on Plans entitled "City of Stamford Greenwich Avenue Corridor Improvements Greenwich Avenue Roundabout" prepared by Fuss & O'Neill and dated April 19, 2019, (the "Construction Plans");

**WHEREAS**, the Grantee requests a temporary easement over certain portion of the O&G Property for the following purposes only: the temporary staging of materials for City Work, construction activity consistent with the Construction Plans, and public vehicular and/or pedestrian access;

**WHEREAS**, the parties are desirous of exchanging the Parcels described herein and providing for temporary arrangements during the period of City Work described in the Construction Plans; and

**NOW THEREFORE**, in consideration of the sum of ten dollars (\$10.00) and other valuable consideration and the mutual covenants and restrictions set forth herein and other good and valuable consideration, the parties hereto agree as follows:

1. **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: the temporary staging of materials for City Work, construction activity consistent with the Construction Plans, and public vehicular and/or pedestrian access (the "**Temporary Easement**"), said area being depicted as "Temporary Construction Access Easement" on a survey entitled, "Map Depicting Temporary Construction Access Easement to be Granted to the City of Stamford Across Property of O&G Industries, Stamford, Connecticut," prepared by Edward J. Frattaroli, Inc., Land Surveyors · Engineers · Land Planners, and dated December 4, , 2019, attached hereto as **Schedule B**, which map is recorded on the City of Stamford Land Records as Map No. \_\_\_\_\_ (the "**Map**"), and as more particularly described on **Schedule C** attached hereto (the "**Temporary Easement Area**").

2. **Access.** Grantor shall not block or prohibit Grantee's access to or use of the Temporary Easement Area except in emergency situations.

3. **Responsibility & Cost.** Unless otherwise provided below, Grantee is responsible for all work, costs and expenses attributable to the staging of the materials within the Temporary Easement Area for the City Work.

4. **Restoration.** Upon the completion of the City Work, or termination of this Temporary Easement, whichever event occurs first, Grantee shall remove any of its materials stored in the Temporary Easement Area and Grantee shall promptly restore any areas disturbed by its activities, to the same or better condition as prior to the commencement of the City Work.

5. **Indemnification.** Grantee shall defend, indemnify and hold the Grantor harmless from and against any and all liabilities, losses, claims, demands, damages, assessments, costs and expenses of any kind (collectively, "**Indemnified Liabilities**"), including without limitation, reasonable attorneys' and consultants' fees and disbursements, resulting from or relating to the activities of the Grantee and its agents in the performance of the City Work and storage activities within the Temporary Easement Area, except to the extent such Indemnified Liabilities arise out of, relate to or result from the negligence or willful misconduct of the Grantor and/or its employees, agents, representatives or contractors, as the case may be.

6. **Insurance.** The Grantee shall maintain, or cause to be maintained, in full force and effect a comprehensive general liability insurance policy covering the Temporary Easement Area, including coverage for any accident resulting in bodily injury to or death of any person and consequential damage arising therefrom in an amount of not less than \$2,000,000.00 per occurrence.

7. **Termination of Easement.** This grant of the Temporary Easement and the rights and obligations in this Agreement shall automatically terminate on December 31, 2022 (the "**Expiration Date**"), or sooner, if the City Work is completed prior to the Expiration Date and the Grantee provides written notice of such completion (the "**Early Termination Notice**"), extensions of which may be requested by the Grantee and granted by the Grantor, consent to same which shall not be unreasonably withheld. No notice of termination or act shall be necessary for this Agreement to automatically terminate on the Expiration Date, however, upon request of the

Grantor, the Grantee shall execute a termination of the Temporary Easement as reasonably required by the Grantor's title insurance company in recordable form. If the Grantee provides the Grantor with an Early Termination Notice, then such termination shall be effective upon the receipt of the Notice of Termination by Grantor and the Grantor and Grantee agree to execute a termination of the Temporary Easement in recordable form.

8. **Representations and Warranties.** The Grantor represents and covenants that it is well seized of the Temporary Easement Area as a good and indefeasible estate in fee simple, and it has good right to enter into this Agreement in the manner and form as is above represented.

9. **Successors and Assigns.** The rights and obligations contained herein shall be binding upon and inure to the benefit of Grantee and its respective successors and assigns.

10. **Governing Law.** It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut and each party shall have resort to all remedies at law or equity.

11. **Remedies.** In the event either party institutes a legal proceeding to enforce any rights or conditions hereunder, the prevailing party in such action shall be entitled to reasonable legal fees and actual costs, in addition to other remedies and damages available at law or equity.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this agreement.

13. **Modification.** Subject to any and all necessary approvals, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement, including but not limited to modification of use shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

14. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

15. **Severability.** If any clause, sentence, or other portion of the terms, covenants, and restrictions of this Agreement becomes illegal, null or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

16. **Gender.** Wheresoever used herein, the singular shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

17. **Attorney's Fees and Costs.** In the event either party institutes a legal proceeding to enforce any rights or conditions hereunder, the prevailing party in such action shall be entitled to reasonable legal fees and actual costs, in addition to other remedies and damages available at

law or equity.

18. **Notice.** Any notice, report, request or demand required, permitted or desire to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes, on the date that it is mailed by registered or certified mail, return receipt requested, or hand delivered or forwarded by overnight express mail courier (e.g. Federal Express or U.S. Express Mail) or via email.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seals this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered  
in the presence of:

O&G INDUSTRIES, INC.

\_\_\_\_\_, Witness

By: \_\_\_\_\_  
Name:  
Its: \_\_\_\_\_, Duly Authorized

\_\_\_\_\_, Witness

STATE OF CONNECTICUT }  
COUNTY OF \_\_\_\_\_ } ss: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Personally appeared \_\_\_\_\_, the duly authorized \_\_\_\_\_ of O&G Industries, Inc., 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 O&G Industries, Inc., before me.

\_\_\_\_\_  
Commissioner of the Superior Court or  
Notary Public

*[signature pages continues]*

BY: \_\_\_\_\_  
Name: David R. Martin  
Its: Mayor, Duly Authorized

\_\_\_\_\_, Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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.

[signature pages ends]

**SCHEDULE A**

**O&G Property Legal Description**

All that certain piece of property known as 72 Davenport Street, Stamford, Connecticut, as shown on a map entitled "Map Showing Consolidation of Property of O & G Industries, Stamford, Connecticut," prepared by Edward J. Prattaroli, Inc., dated December 4, 1997 and recorded on the Stamford Land Records as Map No. 12883, comprising 8.22 acres.



**SCHEDULE B**

**The Map**

Book No. 25 A 52

Book No. 25 A 52

West Branch Stamford Harbor

U.S. HARBOR LINE

## ORIENTATION

MAP DEPICTING  
TEMPORARY  
CONSTRUCTION ACCESS EASEMENT  
TO BE GRANTED TO  
THE CITY OF STAMFORD  
ACROSS PROPERTY OF  
O&G INDUSTRIES  
STAMFORD, CONNECTICUT

This survey and map has been prepared in accordance with Sections 20-200a-1 thru 20-200a-20 of the Regulation of Connecticut State Agencies—Minimum Standards for Surveys and Maps in the State of Connecticut, as amended by the Connecticut Association of Land Surveyors, Inc. It is a "LIMITED PROPERTY/QUANTITY SURVEY," based on a "TOPOGUANT RECORD" conforming to horizontal Accuracy Class "A-2," and intended to file (flag) on the Stamford Land Records.

To my knowledge and belief this plan is substantially correct as noted herein.

This document and Charles Howard are valid only if they bear the  
 signature and stamp of the authorized licensed professional.  
 Unintentional alterations render any information herein null and void.

ST: **FOR: EDWARD J. FRANTZONI, INC.**  
 1000 Providence Road  
 STAMFORD, CONNECTICUT DEC. 4, 2019

Approved For Submission And Filing  
 Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 For: OGC Industries

Approved By The Standard Planning Board  
For Filing Purposes  
(Not A Subdivision pursuant CCS 8-13)  
Date: \_\_\_\_\_  
Chair or Secretary: \_\_\_\_\_

Also Depicting Exchange Of Property Between The City Of Stamford And O&G Industries Prepared For The City Of Stamford And O&G Industries Disclaim: Connecticut" Prepared By Edward J. Furland, Inc., Stamford, Connecticut Dated November 27, 2018

**SCHEDULE C**

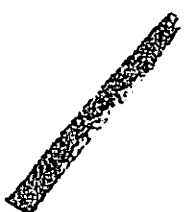
**Legal Description of the Temporary Easement Area**

PROPERTY DESCRIPTION - Temporary Construction Access Easement - MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

Beginning at a point on the easterly side of Davenport Street where the same intersects the southerly side of former Waterside Place; thence along the easterly side of Davenport Street N 05°42'19" E a distance of 35.32 feet to the division line between land now or formerly of O&G Industries and land now or formerly of The City of Stamford; thence easterly along land now or formerly of The City of Stamford S 73°05'56" E a distance of 118.61 feet, N 87°49'16" E a distance of 75.53 feet, S 84°14'13" E a distance of 55.66 feet to a point; thence westerly, southerly, and westerly through land now or formerly of O&G Industries S 76°20'05" W a distance of 46.87 feet, S 85°08'03" W a distance of 91.95 feet, S 20°23'10" W a distance of 18.94 feet, and N 69°36'50" E a distance of 111.04 feet to the point of beginning.

The above described tract of land contains 6,408 square feet and is depicted as Temporary Construction Access Easement on Map \_\_\_\_\_ as recorded on the Stamford Land Records.



## **SCHEDULE G**

### **Access Easement**

Record and Return to:  
Jacqueline O. Kaufman, Esq.  
Carmody Torrance Sandak & Hennessey, LLP  
707 Summer Street  
Stamford, CT 06901

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and between the **O&G INDUSTRIES, INC.**, a Connecticut stock corporation with an address of, 72 Davenport Street, Stamford, Connecticut, (hereinafter referred to as "**GRANTOR**") and **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 the "**GRANTEE**").

**WHEREAS**, Grantor owns property known as 72 Davenport Street, Stamford, Connecticut, more particularly described on Schedule A attached herein (the "Grantor's Property");

**WHEREAS**, Grantor and Grantee entered into that certain Completion Agreement dated \_\_\_\_\_, 20\_\_ and recorded in Volume \_\_\_\_\_ at Page \_\_\_\_\_ of the Stamford Land Records (the "Completion Agreement");

**WHEREAS**, among the covenants contained in said Completion Agreement is the grant of an access easement in and over a certain portion of Grantor's Property to the benefit of the Grantee for the sole purpose of ingress and egress to enable the inspection and maintenance of the City of Stamford owned pump station;

**WHEREAS**, the parties are desirous of providing Grantee access over a certain portion of Grantor's Property.

**NOW THEREFORE**, in consideration of the sum of ten dollars (\$10.00) and other valuable consideration and the mutual covenants and restrictions set forth herein and other good and valuable consideration, the parties hereto agree as follows:

1. **Grant of Easement.** Grantor hereby grants, conveys and confirms unto Grantee a , non-exclusive easement, upon, about, over and through an area for purposes of ingress and egress to enable the inspection and maintenance of the City of Stamford owned pump station, and for no other purpose (the "Easement"), said area being depicted as "Easement to be Granted to the City of Stamford" on a survey entitled, "Map Depicting Easement to be Granted to the City of Stamford Across Property of O&G Industries, Stamford Connecticut," prepared by Edward J. Frattaroli, Inc., Land Surveyors · Engineers · Land Planners, and dated November 27, 2019, attached hereto as Schedule B, which map is recorded on the City of Stamford Land Records as Map No. \_\_\_\_\_ (the "Map"), and as more particularly described on Schedule C attached hereto (the "Easement Area"). The Easement Area shall not be used for public access or use.

2. **Access/Reservation by Grantor.** Grantor shall not block or prohibit Grantee's access to or use of the Easement Area except in emergency situations. Grantor retains all of its right, title and interest in the Easement Area and the rights to use and enjoy or to be allowed to be used and enjoyed by its tenants and its tenants' subtenants, licensees, designees, agents, contractors and all of such parties' respective employees, customers and invitees; provided, however, Grantor shall not enact or maintain any buildings which will cause damage to or unreasonably interfere with Grantee's permitted uses of the Easement Area.

4. **Restoration.** Grantee shall not store any materials within the Easement Area. Grantee shall promptly restore any areas disturbed by its activities, to the same or better condition as prior to such disturbance.

5. **Indemnification.** Grantee shall defend, indemnify and hold the Grantor harmless from and against any and all liabilities, losses, claims, demands, damages, assessments, costs and expenses of any kind (collectively, "Indemnified Liabilities"), including without limitation, reasonable attorneys' and consultants' fees and disbursements, resulting from or relating to the activities of the Grantee and its agents, employees, contractors, invitees, licensees, or representative within the Easement Area, except to the extent such Indemnified Liabilities arise out of, relate to or result from the negligence or willful misconduct of the Grantor and/or its employees, agents, representatives or contractors, as the case may be.

6. **Insurance.** The Grantee shall maintain, or cause to be maintained, in full force and effect a comprehensive general liability insurance policy covering the Easement Area, including coverage for any accident resulting in bodily injury to or death of any person and consequential damage arising therefrom in an amount of not less than \$2,000,000.00 per occurrence.

7. **Representations and Warranties.** The Grantor represents and covenants that it is well seized of the Easement Area as a good and indefeasible estate in fee simple, and it has good right to enter into this Agreement in the manner and form as is above represented.

8. **Successors and Assigns.** The rights and obligations contained herein shall be binding upon and inure to the benefit of Grantee and its respective successors and assigns.

9. **Governing Law.** It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut and each party shall have resort to all remedies at law or equity.

10. **Remedies.** In the event either party institutes a legal proceeding to enforce any rights or conditions hereunder, the prevailing party in such action shall be entitled to reasonable legal fees and actual costs, in addition to other remedies and damages available at law or equity.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this

agreement.

12. **Modification.** Subject to any and all necessary approvals, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement, including but not limited to modification of use shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

13. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

14. **Severability.** If any clause, sentence, or other portion of the terms, covenants, and restrictions of this Agreement becomes illegal, null or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

15. **Gender.** Wheresoever used herein, the singular shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

16. **Attorney's Fees and Costs.** In the event either party institutes a legal proceeding to enforce any rights or conditions hereunder, the prevailing party in such action shall be entitled to reasonable legal fees and actual costs, in addition to other remedies and damages available at law or equity.

17. **Notice.** Any notice, report, request or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes, on the date that it is mailed by registered or certified mail, return receipt requested, or hand delivered or forwarded by overnight express mail courier (e.g. Federal Express or U.S. Express Mail) or via email.

18. **No Assumption of Risk.** Grantee acknowledges and agrees that Grantor assumes no liability to the Grantee or its employees, agents or representatives, contractors, subcontractors, or the officers, principals and employees of any of them (including death) to persons or damage to or loss of property suffered on Grantor's Property, including the Easement Area, resulting from or relating in any way to Grantee's use of the Easement Area.

19. **Relocation.** Neither party may relocate the Easements and/Easement Area without the prior, written mutual consent and agreement of the parties. If the parties agree to relocate the Easements and/or Easement Area, then this Agreement shall be amended to reflect same. Grantor and Grantee acknowledge and agree that the party requesting the relocation shall be responsible for all costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easements and/or Easement Area

*[Signature Pages Follow]*



IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seals this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered  
in the presence of:

**O&G INDUSTRIES, INC.**

\_\_\_\_\_, Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_, Duly Authorized

\_\_\_\_\_, Witness

STATE OF CONNECTICUT }  
COUNTY OF \_\_\_\_\_ } ss: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Personally appeared \_\_\_\_\_, the duly authorized \_\_\_\_\_ of O&G Industries, Inc., 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 O&G Industries, Inc., before me.

\_\_\_\_\_  
Commissioner of the Superior Court or  
Notary Public

*[signature pages continues]*

\_\_\_\_\_, Witness

\_\_\_\_\_, Witness

[\_\_\_\_\_]

STATE OF CONNECTICUT }  
COUNTY OF FAIRFIELD } ss: Stamford Date: \_\_\_\_\_, 20\_\_

Commissioner of the Superior Court or  
Notary Public

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**SCHEDULE A**

**O&G Property Legal Description**

PROPERTY DESCRIPTION - O&G INDUSTRIES AFTER PROPERTY EXCHANGE - MAP NO. \_\_\_\_\_ S.L.R.

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and State of Connecticut, being bound and described as follows:

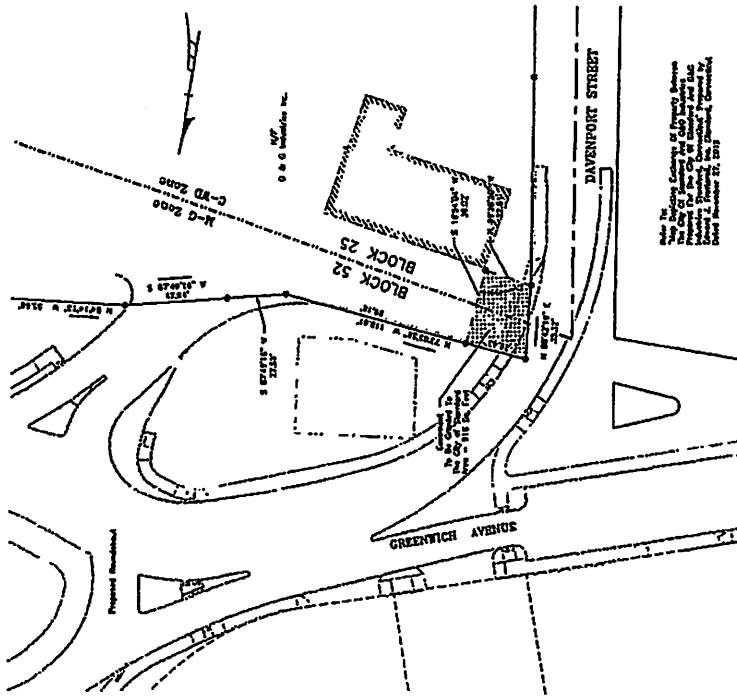
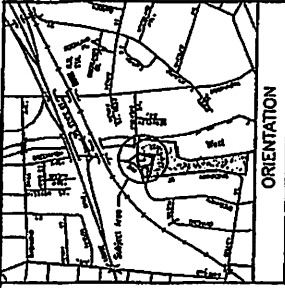
Beginning at a point on the easterly line of Davenport Street where the same is intersected by the division line of land now or formerly of O&G Industries and land now or formerly of the City of Stamford said point being S 1°39'21" E 42.43 feet distant from the southerly line of Greenwich Avenue along the easterly line of Davenport Street ; thence along land now or formerly of the City of Stamford S 73°05'56" E a distance of 118.61 feet, N 87°49'16" E a distance of 75.53 feet, S 84°14'13" E a distance of 55.66 feet, and N 70°16'10" E a distance of 67.97 feet to a point; thence along land now or formerly of O&G Industries S 15°35'35" W a distance of 128.66 feet, and N 69°36'50" W a distance of 295.76 feet to a point on the easterly side of Davenport Street; thence along the easterly line of Davenport Street N 5°42'19" E a distance of 35.32 feet to the point of beginning.

The above described tract of land contains 18,599 square feet and is depicted as Parcels "E" and "F" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

**SCHEDULE B**

**The Map**

Block No. 25 & 52



This map was prepared by the City of Stamford, Connecticut, for the purpose of showing the location of the easement to be granted to the City of Stamford across the property of O&G Industries, Inc. The map is not to be construed as a warranty of accuracy or as a representation of the City of Stamford's opinion as to the validity of the easement.

MAP DEPICTING  
EASEMENT  
TO BE GRANTED TO  
THE CITY OF STAMFORD  
ACROSS PROPERTY OF  
O&G INDUSTRIES  
STAMFORD, CONNECTICUT



This survey and map has been prepared in accordance with Section 20-300a-1 thru 20-300a-10 of the Regulations of Connecticut State Agencies—Minimum Standards for Survey and Map in the State of Connecticut, as ordered by the Connecticut Association of Land Surveyors, Inc. It is a preliminary map and is not to be construed as a warranty of accuracy or as a representation of the City of Stamford's opinion as to the validity of the easement. To my knowledge and belief the plan is substantially correct as stated herein.

Approved For Submission And Filing  
By: \_\_\_\_\_  
For the City of Stamford

DR:  
This Document and Copies Thereof are Valid only if they bear the signature and endorsement of the designated licensed professional surveyor and are not to be construed as a warranty of accuracy or as a representation of the City of Stamford's opinion as to the validity of the easement.  
FOR: EDWARD J. PRATT, JR., INC.  
STAMFORD, CONNECTICUT NOV. 27, 2019

### SCHEDULE C

#### **Legal Description of the Access Easement Area**

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and

State of Connecticut, being bound and described as follows:

Beginning at a point on the easterly side of Davenport Street where the same intersects the southerly side of former Waterside Place; thence along the easterly side of Davenport Street N 05°42'19" E a distance of 35.32 feet to the northerly side of former Watersipde Place;

thence along the northerly side of former Waterside Place S 73°05'56" E a distance of 29.43 feet to a point;

thence through former Waterside Place S 16°54'04" W a distance of 36.02 feet to the southerly side of former Waterside Place;

thence along the southerly side of former Waterside Place N 69°36'50" W a distance of 22.61 feet; to the point of beginning.

The above described tract of land contains 916 square feet and is depicted as "Easement To Be Granted To The City Of Stamford" on Map \_\_\_\_\_ as recorded on the Stamford Land Records.

**SCHEDULE D**

**Legal Description of the Easement Area**

ALL THAT certain piece, parcel or tract of land situated in the City of Stamford, County of Fairfield and

State of Connecticut, being bound and described as follows:

Beginning at a point on the easterly side of Davenport Street where the same intersects the southerly side of former Waterside Place;

thence along the easterly side of Davenport Street N 05°42'19" E a distance of 35.32 feet to the division line between land now or formerly of O&G Industries and land now or formerly of The City of Stamford;

thence easterly along land now or formerly of The City of Stamford S 73°05'56" E a distance of 118.61 feet, N 87°49'16" E a distance of 75.53 feet, S 84°14'13" E a distance of 55.66 feet to a point;

thence westerly, southerly, and westerly through land now or formerly of O&G Industries S 76°20'05" W a distance of 46.87 feet, S 85°08'03" W a distance of 91.95 feet, S 20°23'10" W a distance of 18.94 feet, and N 69°36'50" E a distance of 111.04 feet to the point of beginning.

The above described tract of land contains 6,408 square feet and is depicted as Construction

Access Easement on Map \_\_\_\_\_ as recorded on the Stamford Land Records.